



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

- A. Pledge of Allegiance
- B. Approve Order of Agenda
- C. Approval of Minutes – February 19, 2018 **(Pg 2-11)**
- D. Building Permits

**Consent Agenda – Approve the Following:**

- a. Bills
- b. Gaming Site Authorization for Red River Regional Marksmanship Center. Games to be conducted: Raffle on 7/1/18 to 6/30/19 at Red River Regional Marksmanship Center, 640 16 St. NE **(Pg 12)**
- c. Gaming Site Authorization for Mule Deer Foundation. Games to be conducted: Raffle on 3/16/18 at Speedway Steakhouse/Event Center, 680 Main Ave W **(Pg 13-14)**
- d. Games of Chance for Julie Staska Benefit. Games to be conducted: Raffle on 3/6/18 to 5/31/18 at Speedway Event Center, 680 Main Ave W **(Pg 15)**
- e. Games of Chance for US Military Vets Motorcycle Club. Games to be conducted: Raffle on 3/16/18 to 7/13/18 at West Fargo VFW, 444 Sheyenne St. **(Pg 16)**
- f. Discontinue Sewer, Water, Storm and Street Improvement District No. 1283 **(Pg 17)**
- g. Discontinue Sanitary Sewer Improvement District No. 1296 **(Pg 18)**
- h. First Reading of Amendment to Ordinance No. 1113 **(Pg 19-20)**

**Regular Agenda**

- 1. 5:30pm Public Hearing and Second Reading of Zoning Ordinance Amendment to Section 4-431 – **Tim Solberg (Pg 21-31)**
- 2. 5:30pm Public Hearing and First Reading of Pioneer Place 1<sup>st</sup> Addition, Replat & Rezoning – **Tim Solberg (Pg 32-63)**
- 3. Second Reading and Final Plat Approval of Highland Meadows 3<sup>rd</sup> Addition – **Larry Weil (Pg 64-66)**
- 4. Final Plat Approval of West Fargo 9<sup>th</sup> Addition, a replat – **Larry Weil (Pg 67-74)**
- 5. Bid results for Capital Lease Financing RFP – **Aaron Mitchell (Pg 75-106)**
- 6. Review Temporary Access Agreement for Southeast Cass – **John Shockley (Pg 107-118)**
- 7. Review West Fargo Diversion Bridge Agreement – **Dustin Scott (Pg 119-131)**
- 8. Review Assessment District for Storm Sewer Improvement District No. 4065 “Gateway West Addition” – **Dustin Scott (Pg 132-136)**
- 9. Review Parking Regulations – **Chris Brungardt (Pg 137)**
- 10. Downtown streetlight selection – **Matt Marshall (Pg 138-139)**
- 11. Report from the City Administrator
- 12. West Fargo Comprehensive Plan Presentation – **Town Planning and Urban Design Collaborative (Pg 140-141)**
- 13. Non-Agenda Items
- 14. Correspondence
- 15. Adjourn



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

The West Fargo City Commission met on Monday February 19, 2018 at 5:30 pm. Those present were Duane Hanson, Mark Simmons, Mark Wentz, and Mike Thorstad. Rich Mattern was present via phone. The Vice President of the Board Mark Wentz called the meeting to order.

The Pledge of Allegiance was recited.

Commissioner Wentz advised that 2 additional items (Item M and Item N) would be added to the Consent Agenda. Commissioner Hanson moved and Commissioner Thorstad seconded to approve the order of agenda. No opposition. Motion carried.

Commissioner Simmons moved and Commissioner Hanson seconded to approve the minutes of February 5, 2018. No opposition. Motion carried.

The Commission reviewed the Building Department Activity Report dated February 19, 2018 and Building Permits #22-35.

Commissioner Mattern moved and Commissioner Hanson seconded to approve the following items from the Consent Agenda:

- 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.
- 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.
- 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.
- 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.
- 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.
- g. Schedule a Public Hearing on March 5, 2018 for rezoning of Pioneer Place 1<sup>st</sup> Addition, Replat & Rezoning from C: Light Commercial to PUD: Planned Unit Development.
- h. Schedule a Public Hearing/Second Reading on March 5, 2018 for Zoning Ordinance Amendment to Section 4-431.
- i. Final Plat Approval subject to conditions listed in staff report of North Pond at the Preserve 12<sup>th</sup> Addition, a retracement plat.
- j. Approve Plans & Specs for Water Improvement Project No. 1313, Authorize Ad for Bids for Water Improvement Project No. 1313
- k. Approve Plans & Specs for Street Improvement District No. 2244, Authorize Ad for Bids for Street Improvement District No. 2244
- l. Approve Plans & Specs for Sidewalk Improvement District No. 6054, Authorize Ad for Bids for Sidewalk Improvement District No. 6054.
- m. Re-approval of Final Plat: Eagle Run Plaza 6<sup>th</sup> Addition
- n. Games of Chance for Pink It Forward. Games to be conducted: Bingo on March 28, 2018 at DoubleTree by Hilton, 825 E. Beaton Drive.

No opposition. Motion carried.

Director of Planning Tim Solberg appeared before the Commission regarding a request for a parking reduction at the Rustad Center. After discussion, Commissioner Mattern moved and Commissioner Simmons seconded to approve the reduction of parking with the condition that if additional parking is needed, the Commission will review at a later date. No opposition. Motion carried.

Director of Planning Tim Solberg appeared before the Commission regarding a planned unit development agreement for a new Sanford clinic. After discussion, Commissioner Hanson moved and Commissioner Thorstad seconded to approve the planned unit development with the conditions listed. No opposition. Motion carried.

Director of Planning Tim Solberg appeared before the Commission regarding a request for a conditional use permit for a home occupational hair salon. After discussion, Commissioner Simmons moved and Commissioner Hanson seconded to approve the conditional use permit with the conditions listed. No opposition. Motion carried.

Director of Planning Tim Solberg appeared before the Commission regarding a request for a conditional use permit for an accessory building. After discussion, Commissioner Hanson moved and Commissioner Thorstad seconded to approve the conditional use permit with the conditions listed. No opposition. Motion carried.

Director of Planning Tim Solberg appeared before the Commission regarding a First Reading of Zoning Ordinance amendment to Section 4-431. After discussion, Commissioner Hanson moved and Commissioner Simmons seconded to place on First Reading. Commissioner Thorstad abstained. No opposition. Motion carried.

Public Works Director Chris Brungardt appeared before the Commission regarding a request for Mapleton Sewer Service to connect with West Fargo systems. After discussion, Commissioner Simmons moved and Commissioner Hanson seconded to approve the request to begin negotiations with Mapleton Sewer Service. No opposition. Motion carried.

City Engineer Dustin Scott appeared before the Commission to provide a progress update for Sewer Improvement Project No. 1308. After discussion, Commissioner Hanson moved and Commissioner Simmons seconded to approve the request to proceed with the condemnation process to secure easements for the project. No opposition. Motion carried.

City Engineer Dustin Scott appeared before the Commission to review the bid tab for Sewer, Water, Storm, and Street Improvement District No. 1314. After discussion, Commissioner Simmons moved and Commissioner Hanson seconded to award the base bid and alternate A to Northern Improvement Company. No opposition. Motion carried.

Economic Development Director Matt Marshall appeared before the Commission to provide a review of the Sheyenne 32 Business Incentives and request approval for the project. After discussion, Commissioner Hanson moved and Commissioner Simmons seconded to approve the Sheyenne 32 project moving forward. No opposition. Motion carried.

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

- Sit in on Chris and KLJ for underpass
  - i. Will bring more information in when ready
- Commend staff, Fire, PW, PD, all entities involved in handling of the Magellan fire
- Tim Solberg is now Director of Planning, Larry Weil is Director of Community Development
- Thursday construction group, working on formalizing processes for approval, review, more organized before it gets to Commission
- Minnkota site on Veterans planning to expand
- KLJ Sheyenne St project ready to bid on April 6
- Easements – vote tonight will help with easements and acquiring property

There was no correspondence.

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

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Mark Wentz  
Vice President of the Board

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Tina Fisk  
City Auditor

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
77026 *	S	2499 FM CONVENTION & VISITORS BUREAU	12414.33	02/20/18			
						CL 78207	12414.33
77027	S	2499 FM CONVENTION & VISITORS BUREAU	6207.16	02/20/18			
						CL 78208	6207.16
77028	S	289 ACME TOOLS	3824.69	02/20/18			
						CL 78118	1812.35
						CL 78119	699.95
						CL 78125	1175.68
						CL 78129	136.71
77029	S	3146 ALON & MERLE WIELAND	500.00	02/20/18			
						CL 78158	500.00
77030	S	317 AMERICAN WELDING & GAS, INC.	115.11	02/20/18			
						CL 78117	115.11
77031	S	3032 AXON ENTERPRISE INC	10422.00	02/20/18			
						CL 78008	10422.00
77032	S	3149 BEE SEEN GEAR	928.28	02/20/18			
						CL 78190	928.28
77033	S	3140 BEN & BETH SCHOLTEN	500.00	02/20/18			
						CL 78152	500.00
77034	S	3150 BLUE OCEANS SATELLITE SYSTEMS INC.	26380.00	02/20/18			
						CL 78195	26380.00
77035	S	3128 BNC NATIONAL BANK	82.80	02/20/18			
						CL 78128	82.80
77036	S	1389 BNSF RAILWAY COMPANY	800.00	02/20/18			
						CL 78163	800.00
77037	S	26 BORDER STATES ELECTRIC SUPPLY	4158.04	02/20/18			
						CL 78091	4158.04
77038	S	3131 BRIAN W & JILL R BENSON	500.00	02/20/18			
						CL 78140	500.00
77039	S	16 BROKERAGE PRINTING	289.00	02/20/18			
						CL 78004	113.00
						CL 78085	20.00
						CL 78102	156.00
77040	S	3144 BRUCE WERNER	500.00	02/20/18			
						CL 78156	500.00
77041	S	351 BUSINESS ESSENTIALS	809.19	02/20/18			
						CL 78052	236.84
						CL 78063	434.38
						CL 78099	119.09
						CL 78136	18.88
77042	S	3081 CALLIE ROTH	68.85	02/20/18			
						CL 78010	68.85
77043	S	1509 CARRIE SCARR	199.00	02/20/18			
						CL 78186	199.00
77044	S	51 CASS COUNTY ELECTRIC COOP	44425.78	02/20/18			
						CL 78192	44425.78
77045	S	1512 CDW GOVERNMENT, INC	285.65	02/20/18			
						CL 78137	285.65

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
77046	S	56 CENTRE, INC.	282.00	02/20/18			
						CL 78088	282.00
77047	S	1777 CENTURY LINK	224.54	02/20/18			
						CL 78064	224.54
77048	S	923 CHRIS DAVIDSON	1026.62	02/20/18			
						CL 78083	1026.62
77049	S	111 CITY OF FARGO	85319.66	02/20/18			
						CL 78074	14479.04
						CL 78096	560.00
						CL 78133	12672.00
						CL 78201	30758.84
						CL 78203	16414.79
						CL 78205	10434.99
77050	S	2880 CITY OF FARGO	212692.05	02/20/18			
						CL 78067	212683.25
						CL 78132	8.80
77051	S	229 CONSOLIDATED COMMUNICATIONS	1412.39	02/20/18			
						CL 78079	1412.39
77052	S	24 CULLIGAN WATER CONDITIONING	30.00	02/20/18			
						CL 78093	30.00
77053	S	65 CURT'S LOCK & KEY	1938.42	02/20/18			
						CL 78097	160.00
						CL 78112	1778.42
77054	S	624 DAKOTA SUPPLY GROUP	151.70	02/20/18			
						CL 78120	151.70
77055	S	3130 DALE BAKKEN	1000.00	02/20/18			
						CL 78139	1000.00
77056	S	3137 DAN & ELIZABETH KUHN	1000.00	02/20/18			
						CL 78149	1000.00
77057	S	3142 DANIEL JOSEPH & BARBARA R SINNER	500.00	02/20/18			
						CL 78154	500.00
77058	S	3138 DAVID & BARBARA LARSON	973.00	02/20/18			
						CL 78150	973.00
77059	S	1121 DAWSON INSURANCE	2402.00	02/20/18			
						CL 78066	1611.00
						CL 78204	791.00
77060	S	807 DISCOVERY BENEFITS, INC.	461.75	02/20/18			
						CL 78011	461.75
77061	S	2583 DOUBLE TREE BY HILTON	3607.20	02/20/18			
						CL 77998	3607.20
77062	S	2225 DTN, LLC	319.00	02/20/18			
						CL 78164	319.00
77063	S	2100 EAGLE RUN CROSSING LLC	1703.68	02/20/18			
						CL 78089	1703.68
77064	S	1502 EIDE BAILLY	75.00	02/20/18			
						CL 78209	75.00
77065	S	2862 ESSENTIA HEALTH	4387.79	02/20/18			
						CL 78070	3602.79
						CL 78191	785.00

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
77066	S	1570 EVENTIDE SENIOR LIVING COMMUNITY	1563.00	02/20/18			
						CL 78145	1563.00
77067	S	963 EXCAVATING, INC.	21689.66	02/20/18			
						CL 78199	21689.66
77068	S	1954 FAITH LUTHERAN CHURCH	1260.00	02/20/18			
						CL 78071	1260.00
77069	S	660 FARGO FREIGHTLINER	53.87	02/20/18			
						CL 78188	53.87
77070	S	144 FARMERS BROTHERS COFFEE	223.70	02/20/18			
						CL 78110	223.70
77071	S	329 FERGUSON WATERWORKS #2516	8639.15	02/20/18			
						CL 78115	553.18
						CL 78116	8085.97
77072	S	932 FIRST LINK	5000.00	02/20/18			
						CL 77991	5000.00
77073	S	104 FORUM COMMUNICATIONS	628.56	02/20/18			
						CL 77993	217.08
						CL 78075	196.83
						CL 78135	214.65
77074	S	1857 G & K SERVICES - FARGO	81.19	02/20/18			
						CL 78169	81.19
77075	S	155 GALLS, LLC	6450.82	02/20/18			
						CL 78055	282.00
						CL 78056	5735.57
						CL 78081	433.25
77076	S	93 GATEWAY CHEVROLET	167.13	02/20/18			
						CL 78109	167.13
77077	S	3148 GEORGE WYUM DISCLAIMER TRUST ETAL	500.00	02/20/18			
						CL 78160	500.00
77078	S	3134 GERALD EMERY	500.00	02/20/18			
						CL 78143	500.00
77079	S	2558 GOODYEAR COMMERCIAL TIRE	18.45	02/20/18			
						CL 78179	18.45
77080	S	2877 GREATAMERICA FINANCIAL SERVICES	704.51	02/20/18			
						CL 78202	704.51
77081	S	135 HAWKINS WTR TREATMENT	2562.20	02/20/18			
						CL 78114	2562.20
77082	S	1107 HITCH 'N GO OF FARGO	858.00	02/20/18			
						CL 78123	858.00
77083	S	1226 HP INC.	978.00	02/20/18			
						CL 78051	652.00
						CL 78073	326.00
77084	S	1282 IAAO	190.00	02/20/18			
						CL 77997	190.00
77085	S	2500 INLAND TRUCK PARTS & SERVICE	3472.65	02/20/18			
						CL 78131	3472.65
77086	S	987 INT'L ASSOC. OF CHIEF OF POLICE	150.00	02/20/18			
						CL 78127	150.00



Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
77110	S	3133 MICHAEL J DEVINE	500.00	02/20/18			
77111	S	1014 MOTION INDUSTRIES, INC	1650.74	02/20/18		CL 78142	500.00
77112	S	1379 MUNICIPAL JUDGE'S ASSOCIATION	50.00	02/20/18		CL 78180 CL 78183	430.50 1220.24
77113	S	333 ND MOTOR VEHICLE DEPT.	11.50	02/20/18		CL 77995	50.00
77114	S	364 NELSON INTERNATIONAL	316.71	02/20/18		CL 78002	11.50
77115	S	141 NORTH STAR SAFETY, INC	1300.00	02/20/18		CL 78100	316.71
77116	S	1774 O'REILLY AUTOMOTIVE STORES, INC	1374.35	02/20/18		CL 78200	1300.00
						CL 78098 CL 78106 CL 78107 CL 78108 CL 78130	1156.77 61.36 30.76 92.51 32.95
77117	S	399 OLYMPIC SALES	832.44	02/20/18		CL 78187 CL 78189	328.44 504.00
77118	S	563 PETRO SERVE USA	20479.23	02/20/18		CL 78062 CL 78090 CL 78170 CL 78182 CL 78196	959.84 2629.59 936.10 524.70 15429.00
77119	S	411 POWER PLAN OIB	319.83	02/20/18		CL 78178	319.83
77120	S	1166 PRODUCTIVITY PLUS ACCOUNT	178.73	02/20/18		CL 78122	178.73
77121	S	623 QUALITY INN	83.70	02/20/18		CL 78003	83.70
77122	S	3136 RICHARD O KRUEGER ETAL	500.00	02/20/18		CL 78148	500.00
77123	S	663 ROAD EQUIPMENT PARTS CENTER	118.26	02/20/18		CL 78177	118.26
77124	S	3129 ROSS NUBSON ETAL	1125.00	02/20/18		CL 78138	1125.00
77125	S	452 SAM'S CLUB	284.71	02/20/18		CL 78054	284.71
77126	S	437 SANDY'S DONUTS	18.26	02/20/18		CL 78197	18.26
77127	S	450 SCHEELS	129.99	02/20/18		CL 78001	129.99
77128	S	459 SHERWIN WILLIAMS	79.11	02/20/18		CL 78101 CL 78184	15.72 63.39

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
77129	S	2535 SKOOTER'S PLUMBING	230.00	02/20/18			
77130	S	2581 STALKER RADAR APPLIED CONCEPTS, INC	11512.00	02/20/18		CL 78092	230.00
77131	S	389 STARION BOND SERVICE	10878040.84	02/20/18		CL 78198	11512.00
77132	S	88 STREICHER'S	67.93	02/20/18		CL 78018	10878040.84
77133	S	31 STURDEVANT'S AUTO PARTS	150.43	02/20/18		CL 78007	67.93
77134	S	634 SWEENEY CONTROLS COMPANY	3971.50	02/20/18		CL 78185	150.43
77135	S	2491 TEAM LABORATORY CHEMICAL CORP	1348.00	02/20/18		CL 78194	3971.50
77136	S	3126 THE LOCKSHOP	55.00	02/20/18		CL 78113	1348.00
77137	S	3132 THOMAS & PAM COTA	500.00	02/20/18		CL 78065	55.00
77138	S	812 TIM RUNCORN	49.99	02/20/18		CL 78141	500.00
77139	S	3141 TIMOTHY & DAWN SCOTT	500.00	02/20/18		CL 78000	49.99
77140	S	2217 TINA FISK	1092.42	02/20/18		CL 78153	500.00
77141	S	2628 TOPPERS CAR CLUB	2000.00	02/20/18		CL 78072	1092.42
77142	S	2952 Town Planning & Urban Design Collaborati	4052.00	02/20/18		CL 78080	2000.00
77143	S	1495 TRAVIS JOHNSON	98.44	02/20/18		CL 77992	4052.00
77144	S	2478 VALLI	5775.69	02/20/18		CL 78059	65.44
77145	S	1267 VERIZON WIRELESS	8586.60	02/20/18		CL 78144	33.00
77146	S	2436 VISA FINANCE	1352.83	02/20/18		CL 78068	5364.80
77147	S	2439 VISA IT	1473.18	02/20/18		CL 78069	410.89
77148	S	2438 VISA PLANNING	65.00	02/20/18		CL 78053	91.26
77149	S	2435 VISA POLICE	1396.01	02/20/18		CL 78134	8495.34
77150	S	2423 VISA PW	3842.79	02/20/18		CL 78161	1352.83
						CL 78086	1473.18
						CL 78077	65.00
						CL 78076	1396.01
						CL 78206	3842.79

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
77151	S	2740 WASTE MANAGEMENT OF WI-MN	58016.39	02/20/18			
						CL 78181	58016.39
77152	S	2184 WEST SIDE STEEL	514.93	02/20/18			
						CL 78111	514.93
77153	S	569 WF ANIMAL HOSPITAL	1628.37	02/20/18			
						CL 78060	1628.37
77154	S	3145 WILLIAM & FLORA WEST	1000.00	02/20/18			
						CL 78157	1000.00
77155	S	338 XCEL ENERGY	7489.90	02/20/18			
						CL 78210	7489.90
77156	S	582 ZEP MANUFACTURING	194.12	02/20/18			
						CL 78094	194.12
77157	S	3135 MILDRED KRUEGER REVOCABLE TRUST ETAL	500.00	02/20/18			
						CL 78147	500.00
77158	S	999999 HIGHWAY DEPARTMENT - CASS COUNTY	100.00	02/20/18			
						CL 78212	100.00
77159	S	3151 LARRY & SANDRA PFANNSMITH	500.00	02/20/18			
						CL 78213	500.00
77160	S	51 CASS COUNTY ELECTRIC COOP	466.39	02/20/18			
						CL 78215	466.39
77161	S	299 MENARDS	21.17	02/20/18			
						CL 78214	21.17
77162	S	1777 CENTURY LINK	56.84	02/20/18			
						CL 78217	56.84
<b>Total for Claim Checks</b>			<b>11555726.35</b>				
Count for Claim Checks							137

\* denotes missing check number(s)

# of Checks: 137                      Total: 11555726.35

# Consent Agenda Item b



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

FEB 28 2018

G - 0990 ( _ _ _ ) _ Site License Number (Attorney General Use Only)
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Full, Legal Name of Gaming Organization <b>Red River Regional Marksmanship Center</b>
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**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 <b>Red River Regional Marksmanship Center</b>			
Street <b>640 16th Street NE</b>	City <b>West Fargo</b>	ZIP Code <b>58078</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>7/1/18</b>	Ending Date(s) Authorized <b>6/30/19</b>	Number of twenty-one tables if zero, enter "0": <b>0</b>	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) <b>Large Classroom @ 640 16th Street NE</b>			
If conducting <b>Raffle</b> or <b>Poker</b> activity provide date(s) or month(s) of event(s) if known <b>March</b>			

RESTRICTIONS (City/County Use Only)	
Days of week of gaming operations (if restricted) <b>Sun - Sat</b>	Hours of gaming (if restricted) <b>8am - 8pm</b>

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

<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo <input checked="" type="checkbox"/> Raffles <input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle <input type="checkbox"/> Pull Tab Jar <input type="checkbox"/> Pull Tab Dispensing Device <input type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device	<input type="checkbox"/> Club Special <input type="checkbox"/> Tip Board <input type="checkbox"/> Seal Board <input type="checkbox"/> Punchboard <input type="checkbox"/> Prize Board <input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Sports Pools <input type="checkbox"/> Twenty-One <input type="checkbox"/> Poker <input type="checkbox"/> Calcuttas <input type="checkbox"/> Paddlewheels with Tickets <input type="checkbox"/> Paddlewheel Table
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APPROVALS	
Attorney General	Date
Signature of City/County Official	Date
<b>PRINT</b> Name and official position of person signing on behalf of city/county above	

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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

CK#1013  
 pd 2-28-18  
 #100-



**GAMING SITE AUTHORIZATION**

OFFICE OF ATTORNEY GENERAL

SFN 17996 (07/2016)

G-0605 ( )

Site License Number  
(Attorney General Use Only)

Full, Legal Name of Gaming Organization *Mule Deer Foundation*

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 *Speedway Steakhouse/Event Center*

Street <i>680 main Ave W.</i>	City <i>West Fargo</i>	ZIP Code <i>58078</i>	County <i>Cass</i>
----------------------------------	---------------------------	--------------------------	-----------------------

Beginning Date(s) Authorized <i>3-16-18</i>	Ending Date(s) Authorized <i>3-16-18</i>	Number of twenty-one tables if zero, enter "0": <i>0</i>
--	---	--

Specific location where games of chance will be conducted and played at the site (required) *The Speedway Event Center, behind the Steakhouse*

If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known *3-16-18*

**RESTRICTIONS (City/County Use Only)**

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

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

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Bingo                              | <input type="checkbox"/> Club Special                  | <input type="checkbox"/> Sports Pools              |
| <input type="checkbox"/> <b>ELECTRONIC</b> 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"/> <b>ELECTRONIC</b> 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# 1013  
pd 2-21-18  
#100*



**RENTAL AGREEMENT**  
 OFFICE OF ATTORNEY GENERAL  
 LICENSING SECTION  
 SFN 9413 (Rev. 10-2017)

License Number (Office Use Only)

Site Owner (Lessor) <i>Bresick Inc</i>		Site Name <i>SPEDWAY</i>		Site Phone Number <i>701-281-2357</i>	
Site Address <i>680 W Mohr Ave</i>		City <i>W Fargo</i>	State <i>ND</i>	Zip Code <i>58078</i>	County <i>Cass</i>
Organization (Lessee) <i>Mule Deer Foundation</i>		Rental Period <i>3/16/18</i> to <i>3/16/18</i>		Monthly Rent Amount	
1. Is Bingo going to be conducted at this site? 1a If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		S	
2. Is a raffle drawing going to be conducted at this site?		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		S <i>0</i>	
3. Is Prize Boards involving a dispensing device conducted at this site?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		S	
4. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		S	
Number of Tables with wagers over \$5 _____ X Rent per Table \$ _____				S	
5. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		S	
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		S	
				Total Monthly Rent S <i>0</i>	

**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 <i>[Signature]</i>	Title <i>Manager</i>	Date <i>2/21/2018</i>
Signature of Lessee <i>[Signature]</i>	Title President/ceo	Date 12/4/2017



# Consent Agenda Item e

FEB 23 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 US Military Vets Motorcycle Club		Date(s) of Activity 3-6-18 to 07/13/2018	
Person Responsible for the Gaming Operation and the Disbursement of Net Income Christopher VanHall		Title Treasurer	Business Phone Number 701-541-1675
Business Address P.O. Box 513	City West Fargo	State ND	Zip Code 58708
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted West Fargo VFW		Site Address 444 Sheyenne st	
City West Fargo	State ND	Zip Code 58708	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	Game Type	Description of Prize	Retail Value of Prize
Raffle	AR-15 #H018001	1500			
<b>Total:</b>					(Limit \$12,000 per year) \$ 1500

**Intended uses of gaming proceeds:** We do a Raffle every year to help raise funds for our annual event that donates money to a program called Healthcare for Homeless Veterans out of the VA hospital

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: \$ 1900 . This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official 	Date 02/19/2018	Title State Treasurer	Business Phone Number 701-541-1675
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CK #113  
2-23-18

Agenda # f  
Agenda Code Consent  
Project # 18272

**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: March 5, 2018

3. PLEASE BRIEFLY DESCRIBE YOUR REQUEST: \_\_\_\_\_

Close Sewer, Water, Storm and Street Improvement District No. 1283 project due to  
no longer moving forward.

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

Nitschke Addition

5. ACTION BEING REQUESTED FROM CITY COMMISSION: \_\_\_\_\_

Discontinue Sewer, Water, Storm and Street Improvement District No. 1283

Agenda # 9  
Agenda Code Consent  
Project # 16916

**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: March 5, 2018
  
3. PLEASE BRIEFLY DESCRIBE YOUR REQUEST: \_\_\_\_\_  
Close Sanitary Sewer Improvement District No. 1296 project due to combination of  
work with another improvement district  
\_\_\_\_\_  
\_\_\_\_\_
  
4. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):  
Lagoon System Improvements  
\_\_\_\_\_  
\_\_\_\_\_
  
5. ACTION BEING REQUESTED FROM CITY COMMISSION: \_\_\_\_\_  
Discontinue Sanitary Sewer Improvement District No. 1296  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Consent Agenda Item h

### ORDINANCE NO. 1113

AN ORDINANCE TO AMEND AND REENACT SECTION 9-0230 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO RELATING TO WATER RATES AND CHARGES.

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

SECTION 1. Section 9-0230 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

9-0230. WATER RATES AND CHARGES. Water charges shall be on a monthly basis covering the respective monthly periods each year. The term "residential" as used herein shall include all premises occupied and used exclusively as a home by not more than two (2) families. The term "commercial" shall include all other premises. When a charge is determined by metered water consumption, the amount of water on which the charge is based shall be that multiple of One Hundred (100) gallons closest to the actual meter reading.

The owner or occupant of each residential or commercial premises connected with the water works system of the City shall pay for all water used and consumed, a minimum service charge ~~of which shall be full payment for the use of not exceeding Two Thousand (2,000) gallons of water will be charged for distribution and maintenance.~~ Said service charge shall be as set by resolution of the City Commission.

Such rates and charges shall always yield gross revenues at least adequate to pay all current costs of operation and maintenance of such system and produce net revenues sufficient for the prompt and full payment of all amounts payable by the City in respect to money borrowed for the improvement of the water system.

In addition, a surcharge, as set by resolution of the City Commission, shall be added to all water bills. The proceeds of such surcharge shall be placed into a special vector control fund and be used only for purposes of funding the City's vector control program.

An additional surcharge, as set by resolution of the City Commission, will be added to all water bills. The proceeds of this surcharge shall be placed into a special forestry fund and be used only for purposes of funding grass and tree maintenance on public property, including public rights-of-way, in the City.

SECTION 2. Effective Date. This ordinance shall be in full force and effect from and after the date of its second reading and final passage.

\_\_\_\_\_  
President of Board of City  
Commissioners of the City of  
West Fargo, North Dakota

ATTEST:

\_\_\_\_\_  
City Auditor

Date of First Reading:

Date of Second Reading  
and Final Passage:

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: 433-5322 DATE: March 1, 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 40<sup>th</sup> Avenue and 32<sup>nd</sup> 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. **Changes have been made to the CO: Corridor Overlay district proposed amendments after the first reading and are highlighted in the attached document.**

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

N/A

5. ACTION BEING REQUESTED FROM CITY COMMISSION:

Hold Public Hearing and 2<sup>nd</sup> Reading on the Ordinance Amendment at 5:30 pm on March 5, 2018.

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. In some areas of the district as identified in the Yard Requirements and Lot Design Standards, full regard is given to the context of the street and adjacent land uses for their urban appeal which would include such things as streetscape, lighting, and other amenities that encourage interaction beyond vehicular traffic. The CO District shall extend along Cass County 17 (Sheyenne Street) from 13th Avenue East to 52nd Avenue and from 12th Avenue North to 40<sup>th</sup> 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 13<sup>th</sup> 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 40<sup>th</sup> Avenue, 32<sup>nd</sup> Avenue west of Sheyenne Street and 13<sup>th</sup> Avenue East 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 with the exception of Sheyenne Street between Interstate 94 and 40<sup>th</sup> Avenue, 32<sup>nd</sup> Avenue west of Sheyenne Street and 13<sup>th</sup> Avenue East where all development shall be subject to site and building plan review by the Planning and Zoning Commission and City Commission., 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 any applicable~~ 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 7<sup>th</sup> 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 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: 433-5321 DATE: March 1, 2018

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

Pioneer Place 1<sup>st</sup> 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 2<sup>nd</sup> Subdivision, City of  
West Fargo, North Dakota

5. ACTION BEING REQUESTED FROM CITY COMMISSION:

Hold First Reading and Public Hearing on the rezoning at 5:30 pm on March 5,  
2018.

CITY OF WEST FARGO PLANNING AND COMMUNITY DEVELOPMENT

STAFF REPORT

A17-42		REPLAT & REZONING	
Pioneer Place 1 <sup>st</sup> Addition			
Lot 4 less the N 18' and Lots 5-11, Block 6 of Francis 2 <sup>nd</sup> Subdivision, City of West Fargo, North Dakota			
Applicant/Owner: City of West Fargo		Staff Contact: Tim Solberg	
Planning & Zoning Commission Introduction:		12-11-2017	
Public Hearing:		12-11-2017	
City Commission Introduction:		12-18-17	
Planning & Zoning Commission Detailed Development Plan Review:		02-12-18	
Public Hearing & 1 <sup>st</sup> Reading:		03-05-2018	
2 <sup>nd</sup> Reading and Final Plat Approval:			

**PURPOSE:**

Replat to develop a mix of public, commercial, retail and residential uses.

**STATEMENTS OF FACT:**

Land Use Classification:	General Commercial
Existing Land Use:	General Commercial uses
Current Zoning District(s):	C: Light Commercial
Zoning Overlay District(s):	CO-S: Sheyenne Street Corridor Overlay District
Proposed Zoning District(s):	PUD: Planned Unit Development
Proposed Lot size(s) or range:	49,983 ft <sup>2</sup>
Total area size:	56,212 ft <sup>2</sup>
Adjacent Zoning Districts:	North, South & East – C: Light Commercial West – R-2: Limited Multiple Dwellings
Adjacent street(s):	Sheyenne Street (arterial)
Adjacent Bike/Pedestrian Facilities:	Existing Sidewalks
Available Parks/Trail Facilities:	Sheyenne Plaza within ¼ mile, Tintes and South Elementary parks within ½ mile.
Park Dedication Requirements:	The area is developed. No park dedication required.

**DISCUSSION AND OBSERVATIONS:**

- The applicant has submitted an application, preliminary plat, site plan, building elevations and floor plans.
- The plat currently shows one lot for development of a 4-story, multi-use building. The conceptual plan shows underground parking, light commercial tenant space on the 1<sup>st</sup> floor, and residential multiple family units on floors 2-4. There is a community room with a rooftop patio on the 4<sup>th</sup> floor.
- The building shown in the conceptual plans is constructed primarily of glass and brick with the use of some alternative materials such as aluminum casing on windows and pre-finished metal panels on the upper floors to break up the brick and windows. The finishes on the main floor are primarily all glass.
- Access into the development is proposed at two Sheyenne Street access points, as well as the rear

STAFF REPORT

alley. City staff is working with the applicant to identify ways to reduce the amount of access to Sheyenne Street.

- The site was designed under the guidelines of the CO-S: Sheyenne Street Corridor Overlay district standards which are a result of the City’s Downtown Framework Study completed in 2011. The City Economic Development office has been working directly with the development group on this site and the City developing a Private Public Partnership to encourage the growth of the City’s downtown.
- The CO-S Overlay district standards require zero front yard setback and zero side yard setback. There is however deviation allowed where the development wishes to add additional useable space. Parking is required to be facilitated in the rear yard. The current site plan shows parking on the north and south of the building. The applicant has stated their intentions to provide retail spaces on the north and south of the building which would be dependent on available parking.
- The uses are consistent with the CO-S Overlay district as well as the underlying C: Light Commercial district and underlying General Commercial land use.
- The applicant proposed dedicating additional right of way to accommodate on-street diagonal parking in front of the building to be designed in the same fashion as Sheyenne Plaza to the south.
- As the conceptual plans develop into detailed plans, the City and developer will need to review parking requirements and determine how to address parking demand at this site and the availability in the downtown area.
- As part of the Sheyenne Street Corridor Study, parking in this area was also studied. It was determined that there is currently a very large surplus of available parking. The study found the following average spaces available during these periods:
  - more than 800 parking spots available during a weekday morning
  - more than 775 parking spots available during a weekday afternoon
  - more than 850 parking spots available during a weekday evening
  - more than 875 parking spots available during a weekend afternoon
  - more than 875 parking spots available during a weekend evening
- Although it has been demonstrated ample parking is available, it will need to be determined prior to final approval if additional parking is required for this development, and where it will be located.
- The City’s Downtown Design Review provided a number of comments on the previously developed Sheyenne Plaza which are continued on this site. The streetscape, diagonal parking, and use of the alley for access to the underground parking are continued.
- As the detailed development plans are prepared, the City Engineer needs to be consulted to ensure City services are adequately provided for.
- A drainage plan is required for the subdivision and will need to be developed prior to, or as a part of, the special improvement district. The City Engineer has indicated that retention needs are difficult in this area of town and that the current development pattern does not provide retention. Staff is recommending that as part of the developer agreement that future retention needs are addressed as they will likely become part of a larger improvement district.

**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 proposed plan is consistent with City plans and ordinances:
  - Under the heading Land Use and Community Growth, Goal 3, Objective e. states “To encourage the development of additional retail commercial areas along 13<sup>th</sup> Avenue, Sheyenne Street, and Main Avenue.
  - Under the heading Community Identity, Goal 3, Objective b. states “To enhance the image of Sheyenne Street commercial area as the downtown of the community.
  - Under the heading Community Reinvestment, the objectives of Goal 2 and under the heading Economic Development, the objectives of Goal 1 align with the proposed development.

**RECOMMENDATIONS:**

It is recommended that the City approve the proposed application in concept on the basis that it is consistent with City plans and ordinances with recommended items to be addressed with the detailed development plans 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. Development will be subject, but not limited to CO-S: Sheyenne Street Corridor Overlay District, 4-440 Supplementary District Regulations, 4-450 Off-Street Parking and Loading Requirements, and 4-460 Sign Regulations.
3. Utility and infrastructure as well as any current or future drainage considerations be addressed and included in the Public Private Partnership (P3) or developer’s agreement.

**PLANNING AND ZONING RECOMMENDATION:**

At their December 11, 2017 meeting, the Planning and Zoning Commission approved the concept development plans with additional recommendations that the developer provide a construction parking plan to avoid nuisance to the neighborhood as was demonstrated with the adjacent Sheyenne Plaza and that detailed development plans include restrictions from signs being placed on the west elevation of the building facing residential properties.

**DETAILED DEVELOPMENT PLANS:**

The applicant has provided an updated plat, site plan, floor plan, and building elevations. There have not been any major changes to what was previously provided to note. The applicant still intends to fit up the north and south main floor units with tenants that utilize the front door and patio space with available parking, however these plans will not develop until a tenant is secured. The overall footprint will likely be unchanged, however minor details will result in changes to the package presented at this time. If changes are substantial enough, a PUD Minor Modification or PUD Amendment may be necessary.

In regards to the improvements and layout in the site plan, the City is pursuing a grant for improvements to Sheyenne Street from Main Avenue to 7<sup>th</sup> Avenue through the Governor’s Urban Grant Program and some different layouts of diagonal parking and access in cooperation with Choice Financial are being developed. These are not finalized, but would take part in the right of way and would require final design approvals from the City Commission. Because they do not affect the plat, and

STAFF REPORT

will have future approvals staff is recommending to allow that process to take place separate from this application.

It is recommended that the City approve the proposed application on the basis that it may be considered consistent with City plans and ordinances with following recommended conditions of approval:

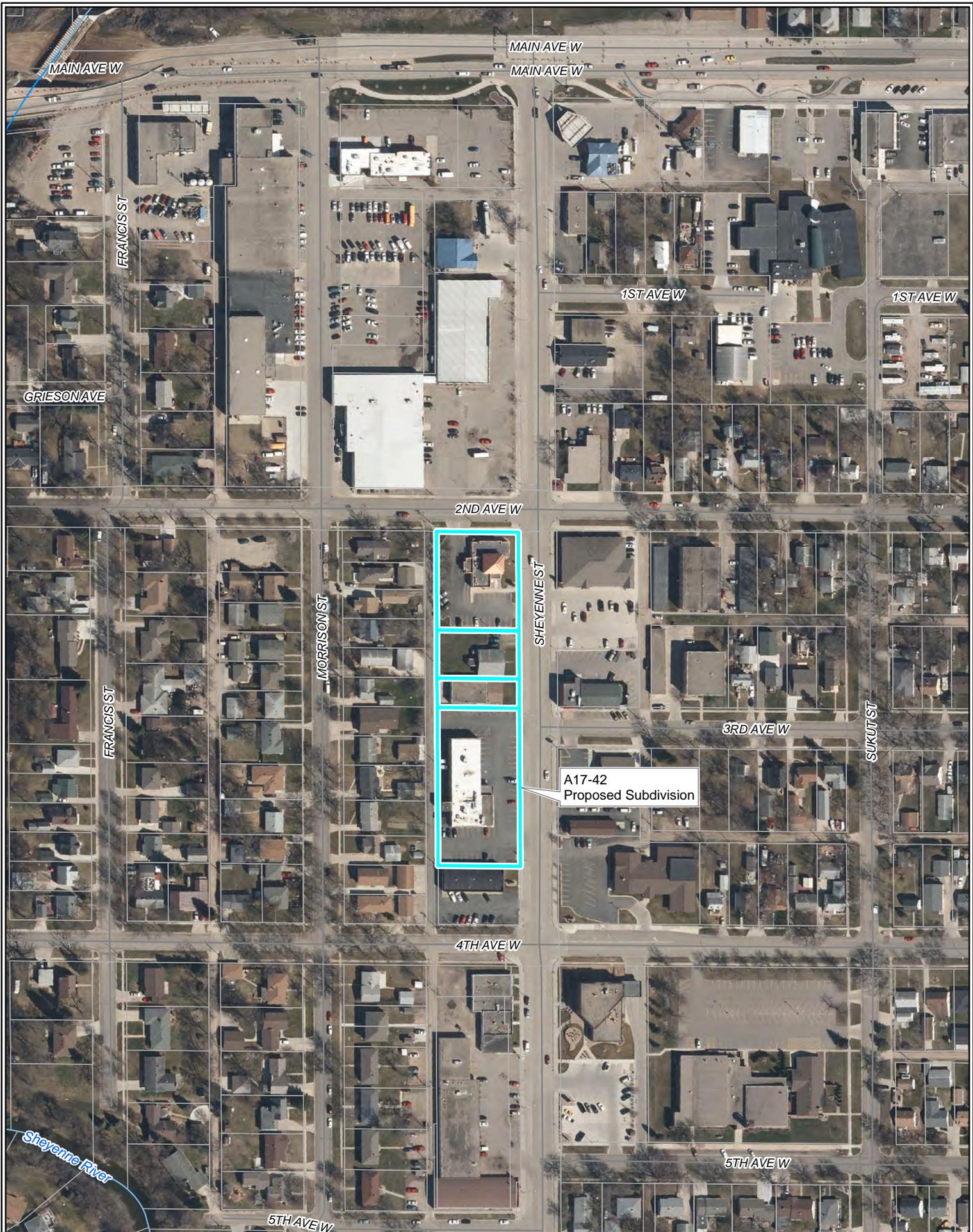
1. A construction parking plan is provided and approved by City Engineer and Public Works Director to avoid nuisance to the neighborhood.
2. No illuminated signage is allowed on the west elevation which faces residential properties.
3. Continued consideration be given to reducing access points and parking adjacent to Sheyenne Street to be consistent with CO-S: Sheyenne Street Corridor Overlay District and concepts currently provided in draft of West Fargo 2.0.
4. 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.
5. Development will be subject, but not limited to CO-S: Sheyenne Street Corridor Overlay District, 4-440 Supplementary District Regulations, 4-450 Off-Street Parking and Loading Requirements, and 4-460 Sign Regulations.
6. Utility and infrastructure as well as any current or future drainage considerations be addressed and included in the Public Private Partnership (P3) or developer's agreement.

**PLANNING AND ZONING RECOMMENDATION:**

At their February 12, 2018 meeting, the Planning and Zoning Commission approved the detailed development plans based on the six conditions listed above.

**PLAN UPDATES – FIRST READING:**

The applicant has shifted the building in their site plans to the north to remove one parking lot and an access to Sheyenne Street which provides them the ability for redevelopment in the future of the area to the south. This is depicted in the updated site plan provided. It is anticipated that the applicant will further refine this plan and discuss at the first reading. More detail will be developed and presented for consideration of a second reading and final approval at a later date.



MAIN AVE W

MAIN AVE W

MAIN AVE W

FRANCIS ST

1ST AVE W

1ST AVE W

GRIESON AVE

2ND AVE W

SHEYENNE ST

FRANCIS ST

MORRISON ST

SUKUT ST

3RD AVE W

A17-42  
Proposed Subdivision

4TH AVE W

5TH AVE W

5TH AVE W

Shyenne River



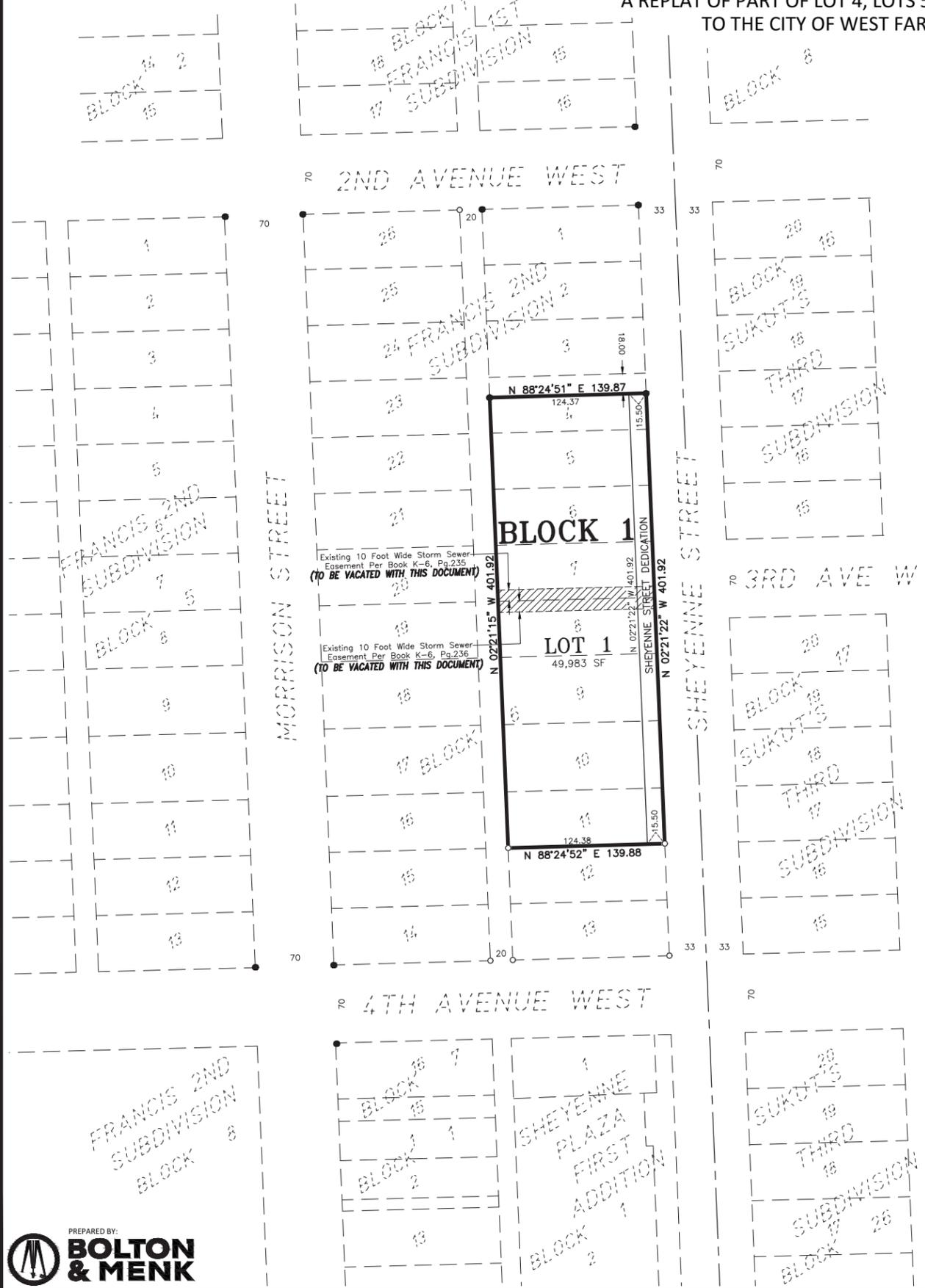


**City of**  
**WEST FARGO**

<ul style="list-style-type: none"> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; background-color: white; margin-right: 5px;"></span> A: Agricultural</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: red; margin-right: 5px;"></span> C: Light Commercial</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: lightblue; margin-right: 5px;"></span> C-PUD: PUD in General Commercial</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: lightgreen; margin-right: 5px;"></span> C-OP: Commercial Office Park</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: lightblue; border: 1px solid black; margin-right: 5px;"></span> C-OP-PUD: PUD in Office Park</li> </ul>	<ul style="list-style-type: none"> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: red; margin-right: 5px;"></span> HC: Heavy Commercial</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: lightblue; margin-right: 5px;"></span> LI: Light Industrial</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: lightgreen; margin-right: 5px;"></span> CM-PUD: PUD in Light Industrial</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: purple; margin-right: 5px;"></span> M: Heavy Industrial</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: green; margin-right: 5px;"></span> P: Public</li> </ul>	<ul style="list-style-type: none"> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: lightblue; margin-right: 5px;"></span> P-PUD: PUD in Public</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: green; margin-right: 5px;"></span> R-L1A: Large Lot Single Family Dwelling</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: yellow; margin-right: 5px;"></span> R-1A: Single Family Dwelling</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: lightblue; margin-right: 5px;"></span> R-1: One and Two Family Dwelling</li> </ul>	<ul style="list-style-type: none"> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: blue; margin-right: 5px;"></span> R-1SM: Mixed One and Two Family Dwelling</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: lightblue; margin-right: 5px;"></span> R-2: Limited Multiple Dwelling</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: yellow; margin-right: 5px;"></span> R-3: Multiple Dwelling</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: orange; margin-right: 5px;"></span> R-4: Mobile Home</li> </ul>	<ul style="list-style-type: none"> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: brown; margin-right: 5px;"></span> R-5: Manufactured Home Subdivision</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: green; margin-right: 5px;"></span> R-1E: Rural Estate</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: darkgreen; margin-right: 5px;"></span> R-R: Rural Residential</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: lightblue; border: 1px solid black; margin-right: 5px;"></span> R-PUD: PUD in Residential</li> </ul>
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# PIONEER PLACE ADDITION

A REPLAT OF PART OF LOT 4, LOTS 5 - 11, BLOCK 6 OF FRANCIS 2ND SUBDIVISION  
TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA



## OWNERS DESCRIPTION AND DEDICATION

KNOWN ALL MEN BY THESE PRESENTS, That the City of West Fargo, a Municipal corporation under the laws of the State of North Dakota, as owner of a parcel of land located in the Northeast Quarter of Section 7, Township 139 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota and more particularly described as follows:

Lot Four except the North Eighteen feet thereof and all of Lot 5, in Block Six, in Francis' Second Subdivision of a portion of the Northeast Quarter of Section Seven, in Township One Hundred Thirty-nine North, of Range Forty-nine West of the Fifth Principal meridian to the City of West Fargo, situate in the County of Cass and the State of North Dakota.  
(Per Document No.1499940)

AND

Lot Seven, in Block Six, of Francis' Second Subdivision of a portion of the Northeast Quarter of Section Seven, in Township One Hundred Thirty-nine North of Range Forty-nine West of the Fifth Principal Meridian, situate in the City of West Fargo, the County of Cass and the State of North Dakota;

AND  
Lot Eight, Nine, Ten and Eleven, in Block Six, of Francis' Second Subdivision of part of the Northeast Quarter of Section Seven, in Township One Hundred Thirty-nine North of Range Forty-nine West of the Fifth Principal Meridian, situate in the City of West Fargo, the County of Cass and the State of North Dakota

AND  
Lot Six, in Block Six, of Francis' Second Subdivision of a portion of the Northeast Quarter of Section Seven, in Township One Hundred Thirty-nine North of Range Forty-nine, situate in the City of West Fargo and the County of Cass  
(Per Document No.1483888)

Containing 56,212 square feet of land, more or less.

Said owner has caused the above described parcel of land to be surveyed and platted as "PIONEER PLACE ADDITION" to the City of West Fargo, Cass County, North Dakota and do hereby vacate the 10 foot wide storm sewer easements as shown for vacation on this plat and do hereby dedicate to the public for public use Sheyenne Street as shown on the plat.

OWNER: City of West Fargo

By: Rich Mattern  
President of the West Fargo City Commission

By: Tina Fisk  
City Auditor

State of North Dakota )  
County of Cass )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2018 before me personally appeared Rich Mattern, President of the West Fargo City Commission and Tina Fisk, City Auditor, known to me to be the persons who are described in and who executed the within instrument, and acknowledged to me that they executed the same on behalf of City of West Fargo

Notary Public

## SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT

I, Bruce W. Skipton, Registered Professional Land Surveyor under the laws of the State of North Dakota do hereby certify that this plat is a correct representation of the survey, that all distances shown are correct and that the monuments for the guidance of future surveys have been located or placed in the ground as shown and that the outside boundary lines are correctly designated on the plat.

Bruce W. Skipton, Professional Land Surveyor  
North Dakota License Number LS-8251

State of North Dakota )  
County of Cass )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2018 before me personally appeared Bruce W. Skipton, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same.

Notary Public

## WEST FARGO CITY ATTORNEY APPROVAL

I do hereby certify that proper evidence of title has been examined by me and I approve the plat as to form and execution this \_\_\_\_ day of \_\_\_\_\_, 2018.

John T. Shockley, City Attorney

State of North Dakota )  
County of Cass )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2018 before me personally appeared John T. Shockley, City Attorney, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of the City of West Fargo.

Notary Public

## CITY ENGINEER'S APPROVAL

This plat in the City of West Fargo is hereby approved this \_\_\_\_ day of \_\_\_\_\_, 2018.

Dustin Scott, City Engineer

State of North Dakota )  
County of Cass )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2018 before me personally appeared Dustin Scott, City Engineer, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of the City of West Fargo.

Notary Public

## WEST FARGO PLANNING COMMISSION APPROVAL

This plat in the City of West Fargo is hereby approved this \_\_\_\_ day of \_\_\_\_\_, 2018.

Tom McDougal, Chairman, West Fargo Planning Commission

State of North Dakota )  
County of Cass )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2018 before me personally appeared Tom McDougal, Chairman, West Fargo Planning Commission, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of the West Fargo Planning Commission.

Notary Public

## WEST FARGO CITY COMMISSION APPROVAL

This plat in the City of West Fargo is hereby approved this \_\_\_\_ day of \_\_\_\_\_, 2018.

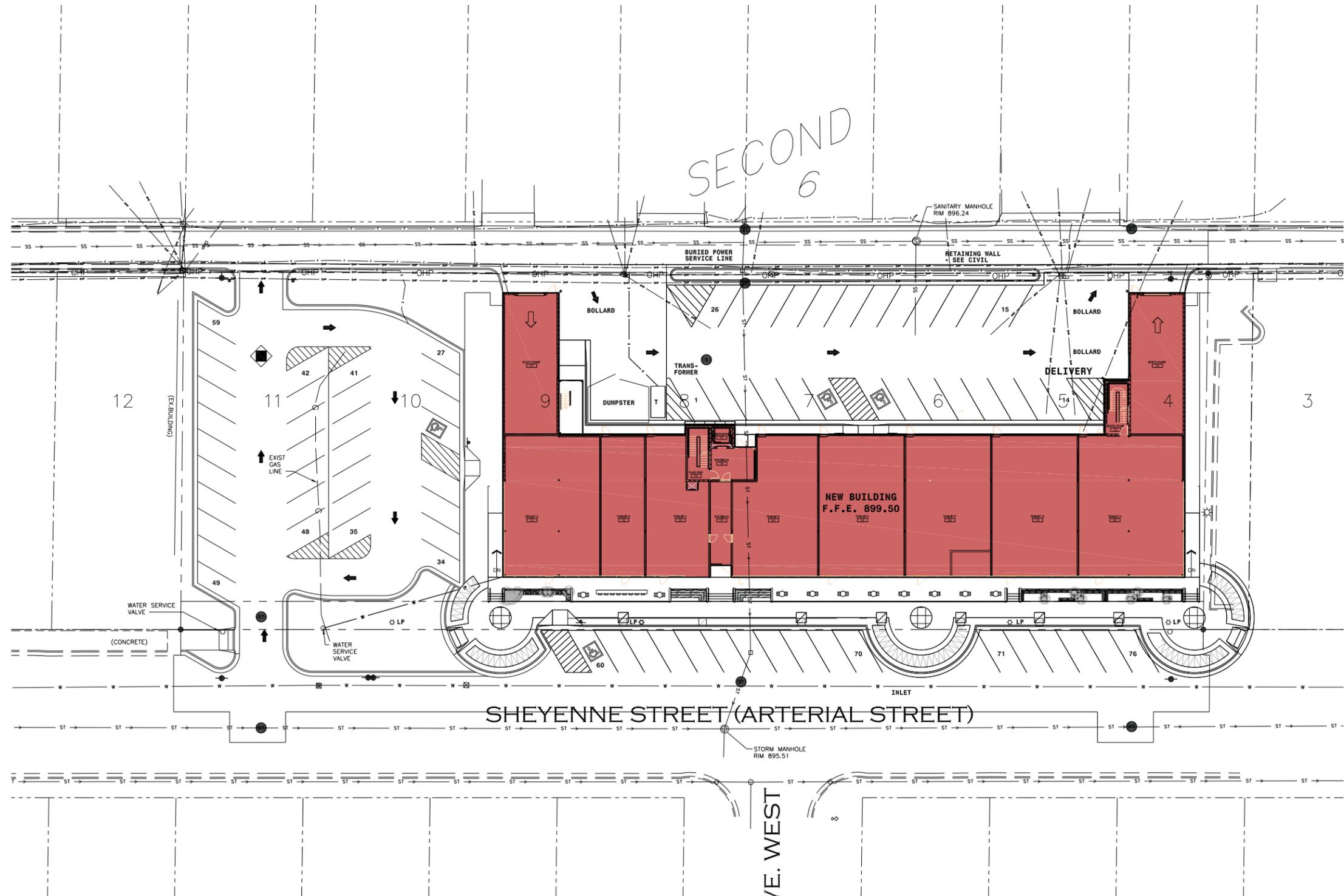
Rich Mattern, President of the West Fargo City Commission

Attest: Tina Fisk, City Auditor

County of Cass )  
State of North Dakota )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2018 before me personally appeared Rich Mattern, President of the West Fargo City Commission, and Tina Fisk, City Auditor known to me to be the persons who are described in and who executed the within instrument, and acknowledged to me that they executed the same on behalf of the City of West Fargo.

Notary Public

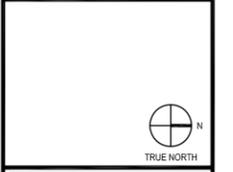


**Pioneer Plaza**  
**Bid Package #1**  
(Civil, Foundation, Structural Steel, & Masonry)  
300 Sheyenne St.  
West Fargo, ND 58078

**Drawing History**

No.	Description	Date
1	Bid Package #1	01/29/18
2	Bid Package #2	02/19/18

DRAWN BY: KK/KD JNC: 17-081



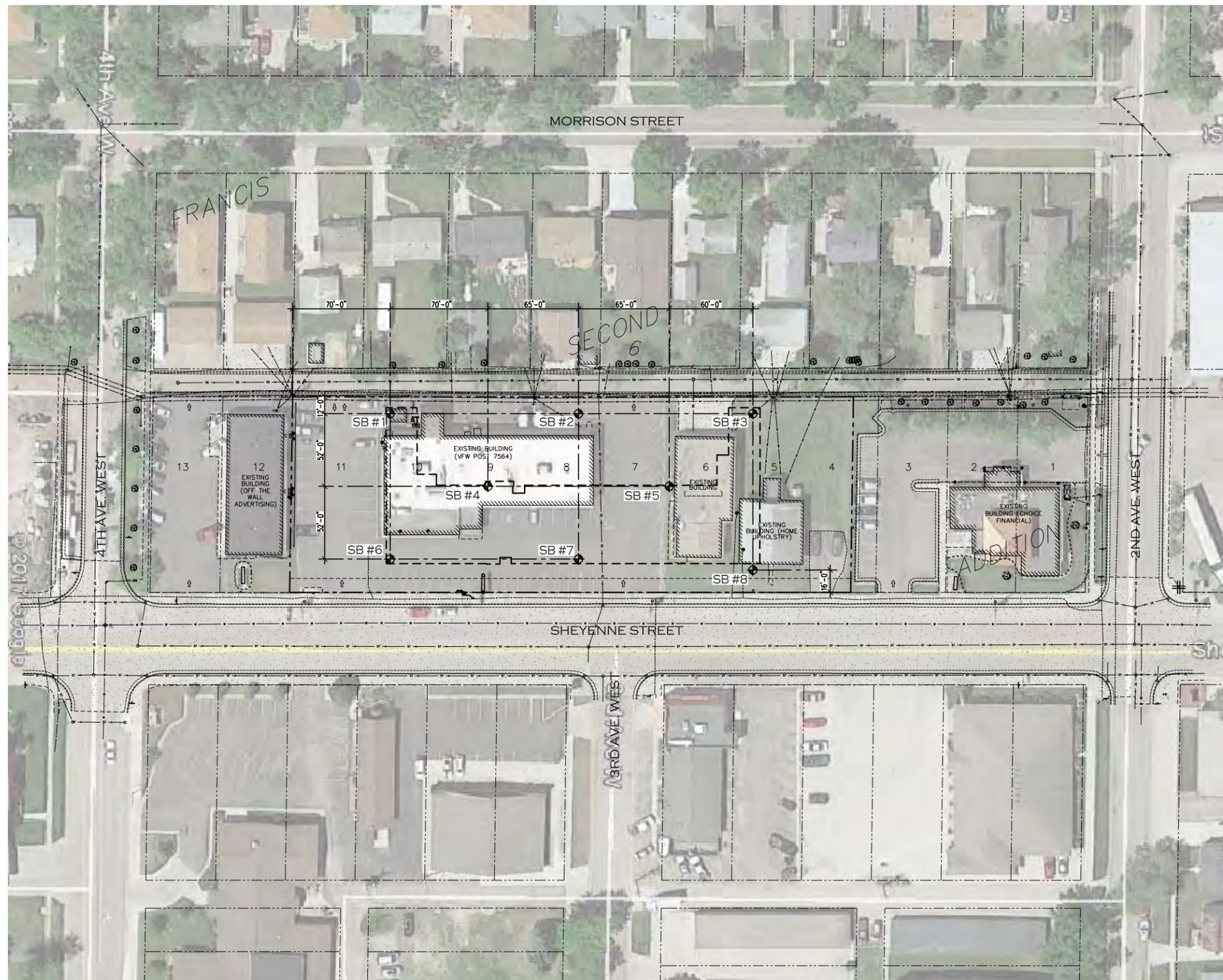
1 SITE PLAN - ENLARGED - ALTERNATE PARKING  
A003 1" = 20'-0"





**PIONEER PLACE**  
WEST FARGO, ND

**ICON**  
ARCHITECTURAL GROUP



1 EXISTING SITE PLAN  
A001 1" = 40'-0"

**Pioneer Plaza**  
Bid Package #1  
(Foundation, Structural Steel, and Masonry)  
300 Sheyenne St.  
West Fargo, ND 58078

Drawing History

No.	Description	Date
1	Bid Package #1	01/29/18

DRAWN BY: KK/KD JNC: 17-081



Existing Site Plan

SHEET  
**A001**

STRUCTURAL

**Heyer Engineering**  
1020 36th St. S. A  
Fargo, ND 58103  
(701) 280.0949 Office

MECHANICAL

**Precision**  
1935 4th Ave. NW  
West Fargo, ND 58078  
(701) 238.1753

ELECTRICAL

**Magnum Electric Inc.**  
471 Christianson Dr. W.  
West Fargo, ND 58078  
(701) 551.3240 Office

CIVIL

**MBN Engineering, INC.**  
503 7th Street North, Suite 200  
Fargo, ND 58102  
(701) 478.6336 Office  
(701) 478.6340 Fax

**Pioneer Plaza**  
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(Civil, Foundation, Structural Steel, & Masonry)  
300 Sheyenne St.  
West Fargo, ND 58078

Drawing History

No.	Description	Date
1	Bid Package #1	01/29/18

DRAWN BY: KK/KD JNC: 17-081



Site Plan

SHEET

**A002**

GENERAL NOTES:

1. ALL WORK PERFORMED WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE CITY OF WEST FARGO STANDARD CONSTRUCTION SPECIFICATIONS. PRIOR TO DOING AS WORK IN THE CITY RIGHT-OF-WAY THE CONTRACTOR SHALL CALL THE ENGINEERING DEPARTMENT AT 701 282 4692.
2. ALL DRIVEWAYS LEADING TO REFUSE CONTAINERS SHALL BE CONSTRUCTED OF 6" CONCRETE WITH A MINIMUM 6" COMPACTED BASE.
3. ALL LANDSCAPING SHALL BE PROTECTED FROM VEHICULAR TRAFFIC BY A STANDARD CONCRETE CURB AND GUTTER.
4. ALL SIGNS TO BE APPROVED BY THE WEST FARGO INSPECTIONS DEPARTMENT (CONVENTIONAL ZONING) OR PLANNING DEPARTMENT (PLANNED UNIT DEVELOPMENT).

PROPERTY INFORMATION

PIONEER PLACE  
222 SHEYENNE STREET  
WEST FARGO, ND 58078

LEGAL DESCRIPTION  
LOTS 4 THRU 11, BLOCK 6, FRANCIS SECOND ADDITION

ZONING  
C - LIGHT COMMERCIAL DISTRICT

DEVELOPMENT  
NAME

OWNER / DEVELOPER  
NAME

PROJECT INFORMATION

BUILDING INFORMATION  
BUILDING HEIGHT = PER IBC DEFINITION - 60'  
OCCUPANCY = NCY # = E - EDUCATIONAL - S-2, B, R-2  
CONSTRUCTION TYPE = IIIA & IIIB  
SPRINKLER SYSTEM = NFPA 13  
FEE = 666.00 (VA)

PARKING REQUIREMENTS

OFF-STREET PARKING AREAS OF SUFFICIENT SIZE TO PROVIDE PARKING FOR PATRONS, CUSTOMERS, SUPPLIERS, VISITORS & EMPLOYEES SHALL BE PROVIDED ON THE PREMISES OF EACH USE.

OFF STREET PARKING = 18  
ON SITE PARKING = 70  
UNDERGROUND PARKING = 37  
TOTAL PARKING = 125

PARKING PROVIDED

PARKING SCHEDULE		
PARKING SPACE - STANDARD - ADA: 9' X 18'-0" - 60 DEG		3
PARKING SPACE: 9' X 18' - 60 DEG		70
OFF STREET PARKING SPACE: 9' X 18' - 60 DEG		18
UNDERGROUND PARKING SPACE: 9' X 18' - 90 DEG		37
ACCESSIBLE PARKING (REQUIRED)		
TOTAL PARKING SPACES REQUIRED	REQUIRED MINIMUM NUMBER OF ACCESSIBLE SPACES	PROVIDED
-	2	125

LOT, HEIGHT, AREA & YARD REQUIREMENTS - PER 4-427.4

MINIMUM YARD SETBACKS SHALL BE AS FOLLOWS:

FRONT - 0' MINIMUM SETBACK REQUIRED.  
REAR - 0' MINIMUM SETBACK REQUIRED.  
SIDE - 0' MINIMUM SETBACK REQUIRED.  
PARKING SETBACKS: 0'

LOT COVERAGE SHALL NOT EXCEED 50% OF THE LOT

SITE SCHEDULE

Name	Surface Area	Percent Coverage
Site - Overall	56,298 SF (1.29 ac)	100%
Building Footprint	17,810 SF	31.6%
Paved Surface	30,566 SF	54.2%
Green Space	7,922 SF	14.0%
Impervious Surface	48,376 SF	85.9%

LINE TYPE LEGEND

---	PROPERTY LINE
- - - -	EASEMENT LINE
---	SETBACK LINE
---	WATER LINE
- > > > > - > > > > -	SANITARY SEWER LINE
- >> >> >> >> - >> >> >> -	STORM SEWER LINE
- ELEC - ELEC -	ELECTRICAL
- GAS - GAS - GAS - GAS -	GAS
- UGE -	UNDERGROUND FIBER

APPROVAL

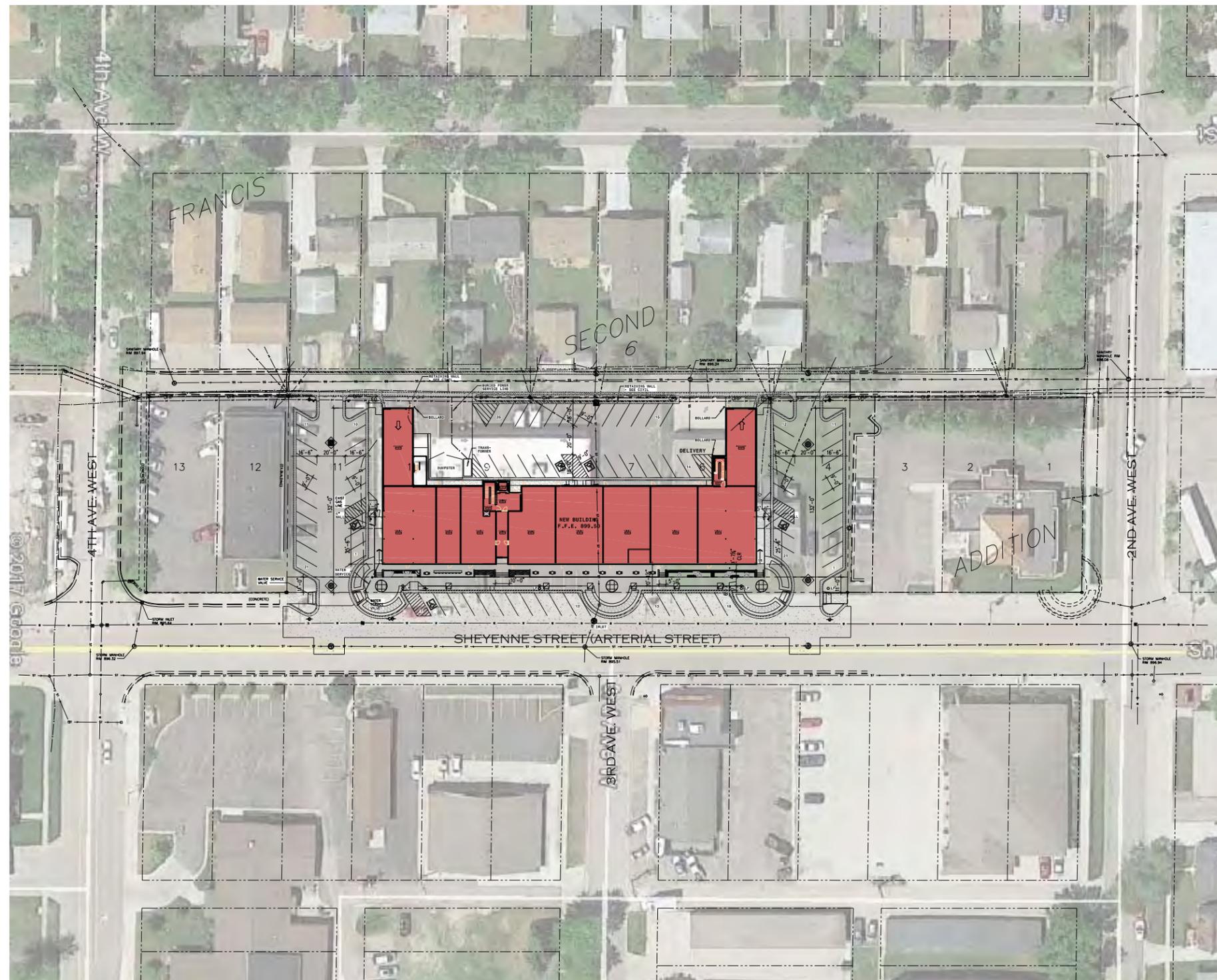
APPROVED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

WASTE/RECYCLING CONTAINERS PROVIDED

TRASH CONTAINERS SHALL BE PROVIDED ON SITE FOR DEBRIS. ALL WASTE FROM THE OPERATION SHALL BE PROPERLY DISPOSED OF.



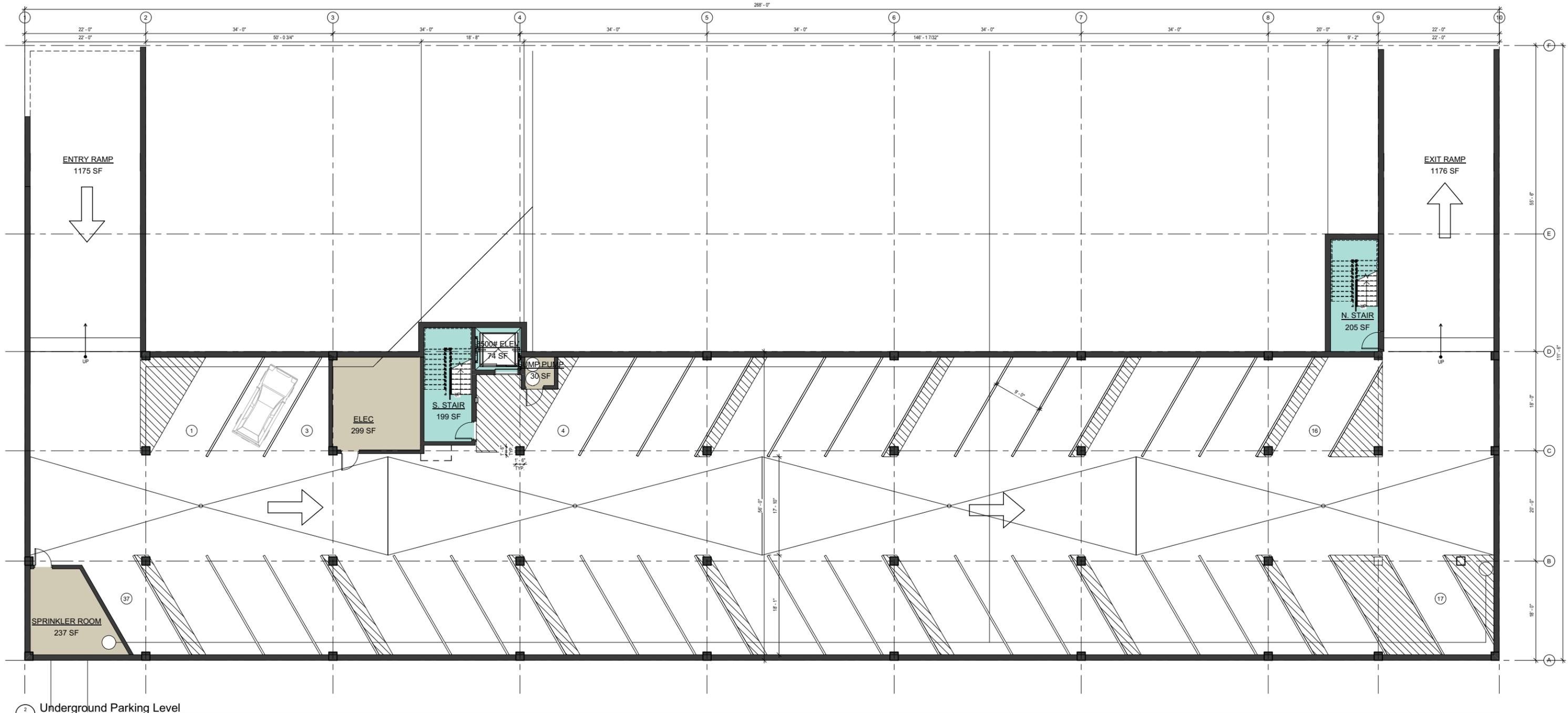


**Area Legend**

- BUILDING COMMON SPACE
- CIRCULATION
- PARKING GARAGE

Area Schedule - Underground Parking Plan			
Level	Name	Area Type	Area
UNDERGROUND PARKING LEVEL	ELEC	BUILDING COMMON SPACE	299 SF
UNDERGROUND PARKING LEVEL	SPRINKLER ROOM	BUILDING COMMON SPACE	237 SF
UNDERGROUND PARKING LEVEL	SUMP PUMP	BUILDING COMMON SPACE	30 SF
UNDERGROUND PARKING LEVEL	3500# ELEV	CIRCULATION	74 SF
UNDERGROUND PARKING LEVEL	N. STAIR	CIRCULATION	205 SF
UNDERGROUND PARKING LEVEL	S. STAIR	CIRCULATION	199 SF
UNDERGROUND PARKING LEVEL	ENTRY RAMP	PARKING GARAGE	1175 SF
UNDERGROUND PARKING LEVEL	EXIT RAMP	PARKING GARAGE	1176 SF
UNDERGROUND PARKING LEVEL	N. STAIR	PARKING GARAGE	13919 SF
UNDERGROUND PARKING LEVEL			17314 SF

ROOM MATRIX:							
GUEST ROOMS:	SHEET REFERRAL:	FLOORS:				TOTAL:	
		LL	1	2	3		4
1 STORY STUDIO - TYPE A	SD106	-	-	1	1	1	3
1 STORY 1 BEDROOM - TYPE B	SD107	-	-	12	12	12	36
1 STORY 1 BEDROOM - TYPE C	SD108	-	-	1	1	1	03
1 STORY 2 BEDROOM - TYPE D	SD109	-	-	1	1	1	03
2 STORY 2 BEDROOM - TYPE A	SD110	-	-	4	-	-	04
2 STORY 2 BEDROOM - TYPE B	SD111	-	-	2	-	-	02
		0	0	21	15	15	51



2 Underground Parking Level  
SD100 1/8" = 1'-0"

**Area Legend**

- CIRCULATION
- PARKING GARAGE
- RETAIL

**Area Schedule (Gross Building)**

Level	Name	Area
UNDERGROUND PARKING LEVEL	PARKING	17428 SF
FIRST LEVEL T.O. TOPPING	COMMERCIAL	17596 SF
SECOND LEVEL T.O. GYPCRETE	RESIDENTIAL	15393 SF
THIRD LEVEL T.O. GYPCRETE	RESIDENTIAL	15387 SF
FOURTH LEVEL T.O. GYPCRETE	RESIDENTIAL	15402 SF
		81205 SF

Area Schedule - Rentable - 1st Floor			
Level	Name	Area Type	Area
FIRST LEVEL T.O. TOPPING	3500# ELEV	CIRCULATION	78 SF
FIRST LEVEL T.O. TOPPING	S. STAIR	CIRCULATION	204 SF
FIRST LEVEL T.O. TOPPING	STAIR	CIRCULATION	195 SF
FIRST LEVEL T.O. TOPPING	VESTIBULE	CIRCULATION	303 SF
FIRST LEVEL T.O. TOPPING	VESTIBULE	CIRCULATION	234 SF
FIRST LEVEL T.O. TOPPING	TENANT	RETAIL	1855 SF
FIRST LEVEL T.O. TOPPING	TENANT	RETAIL	2287 SF
FIRST LEVEL T.O. TOPPING	TENANT	RETAIL	2120 SF

Area Schedule - Rentable - 1st Floor			
Level	Name	Area Type	Area
FIRST LEVEL T.O. TOPPING	TENANT	RETAIL	Not Enclosed
FIRST LEVEL T.O. TOPPING	TENANT	RETAIL	1254 SF
FIRST LEVEL T.O. TOPPING	TENANT	RETAIL	980 SF
FIRST LEVEL T.O. TOPPING	TENANT	RETAIL	1751 SF
FIRST LEVEL T.O. TOPPING	TENANT	RETAIL	1904 SF
FIRST LEVEL T.O. TOPPING	TENANT	RETAIL	1903 SF
FIRST LEVEL T.O. TOPPING	TENANT	RETAIL	15067 SF

ROOM MATRIX:							
GUEST ROOMS:	SHEET REFERRAL:	FLOORS:				TOTAL:	
		LL	1	2	3		4
1 STORY STUDIO - TYPE A	SD106	-	-	1	1	1	3
1 STORY 1 BEDROOM - TYPE B	SD107	-	-	12	12	12	36
1 STORY 1 BEDROOM - TYPE C	SD108	-	-	1	1	1	03
1 STORY 2 BEDROOM - TYPE D	SD109	-	-	1	1	1	03
2 STORY 2 BEDROOM - TYPE A	SD110	-	-	4	-	-	04
2 STORY 2 BEDROOM - TYPE B	SD111	-	-	2	-	-	02
		0	0	21	15	15	51



1 First Floor Plan Opt. A  
SD101 1/8" = 1'-0"

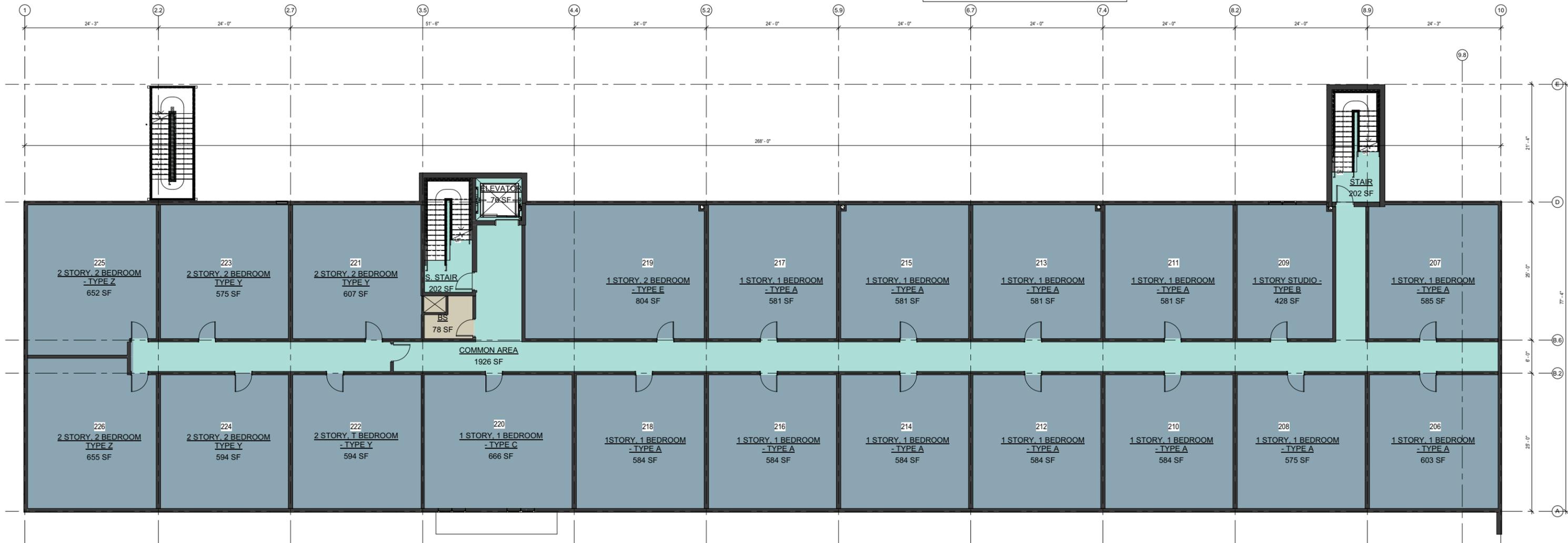
Area Schedule - Rentable - 2nd Floor			
Level	Name	Area Type	Area
SECOND LEVEL T.O. GYPCRETE	BS	BUILDING COMMON SPACE	78 SF
SECOND LEVEL T.O. GYPCRETE	COMMON AREA	CIRCULATION	1926 SF
SECOND LEVEL T.O. GYPCRETE	ELEVATOR	CIRCULATION	76 SF
SECOND LEVEL T.O. GYPCRETE	S. STAIR	CIRCULATION	202 SF
SECOND LEVEL T.O. GYPCRETE	STAIR	CIRCULATION	202 SF
SECOND LEVEL T.O. GYPCRETE	1 STORY STUDIO - TYPE B	RENTABLE	428 SF
SECOND LEVEL T.O. GYPCRETE	1 STORY, 1 BEDROOM - TYPE A	RENTABLE	581 SF
SECOND LEVEL T.O. GYPCRETE	1 STORY, 1 BEDROOM - TYPE A	RENTABLE	581 SF
SECOND LEVEL T.O. GYPCRETE	1 STORY, 1 BEDROOM - TYPE A	RENTABLE	581 SF
SECOND LEVEL T.O. GYPCRETE	1 STORY, 1 BEDROOM - TYPE A	RENTABLE	581 SF
SECOND LEVEL T.O. GYPCRETE	1 STORY, 1 BEDROOM - TYPE A	RENTABLE	575 SF

Area Schedule - Rentable - 2nd Floor			
Level	Name	Area Type	Area
SECOND LEVEL T.O. GYPCRETE	1 STORY, 1 BEDROOM - TYPE A	RENTABLE	584 SF
SECOND LEVEL T.O. GYPCRETE	1 STORY, 1 BEDROOM - TYPE A	RENTABLE	584 SF
SECOND LEVEL T.O. GYPCRETE	1 STORY, 1 BEDROOM - TYPE A	RENTABLE	584 SF
SECOND LEVEL T.O. GYPCRETE	1 STORY, 1 BEDROOM - TYPE A	RENTABLE	584 SF
SECOND LEVEL T.O. GYPCRETE	1 STORY, 1 BEDROOM - TYPE A	RENTABLE	585 SF
SECOND LEVEL T.O. GYPCRETE	1 STORY, 1 BEDROOM - TYPE A	RENTABLE	603 SF
SECOND LEVEL T.O. GYPCRETE	1 STORY, 1 BEDROOM - TYPE C	RENTABLE	666 SF
SECOND LEVEL T.O. GYPCRETE	1 STORY, 2 BEDROOM - TYPE E	RENTABLE	804 SF
SECOND LEVEL T.O. GYPCRETE	1 STORY, 1 BEDROOM - TYPE A	RENTABLE	584 SF
SECOND LEVEL T.O. GYPCRETE	2 STORY, 2 BEDROOM - TYPE Z	RENTABLE	652 SF
SECOND LEVEL T.O. GYPCRETE	2 STORY, 2 BEDROOM TYPE Y	RENTABLE	594 SF
SECOND LEVEL T.O. GYPCRETE	2 STORY, 2 BEDROOM TYPE Y	RENTABLE	575 SF
SECOND LEVEL T.O. GYPCRETE	2 STORY, 2 BEDROOM TYPE Z	RENTABLE	655 SF
SECOND LEVEL T.O. GYPCRETE	2 STORY, 1 BEDROOM - TYPE Y	RENTABLE	594 SF
SECOND LEVEL T.O. GYPCRETE	2 STORY, 2 BEDROOM TYPE Y	RESIDENTIAL	607 SF
			15068 SF

GUEST ROOMS:	SHEET REFERRAL:	FLOORS:					TOTAL:
		LL	1	2	3	4	
1 STORY STUDIO - TYPE A	SD106	-	-	1	1	1	3
1 STORY 1 BEDROOM - TYPE B	SD107	-	-	12	12	12	36
1 STORY 1 BEDROOM - TYPE C	SD108	-	-	1	1	1	03
1 STORY 2 BEDROOM - TYPE D	SD109	-	-	1	1	1	03
2 STORY 2 BEDROOM - TYPE A	SD110	-	-	4	-	-	04
2 STORY 2 BEDROOM - TYPE B	SD111	-	-	2	-	-	02
		0	0	21	15	15	51

**Area Legend**

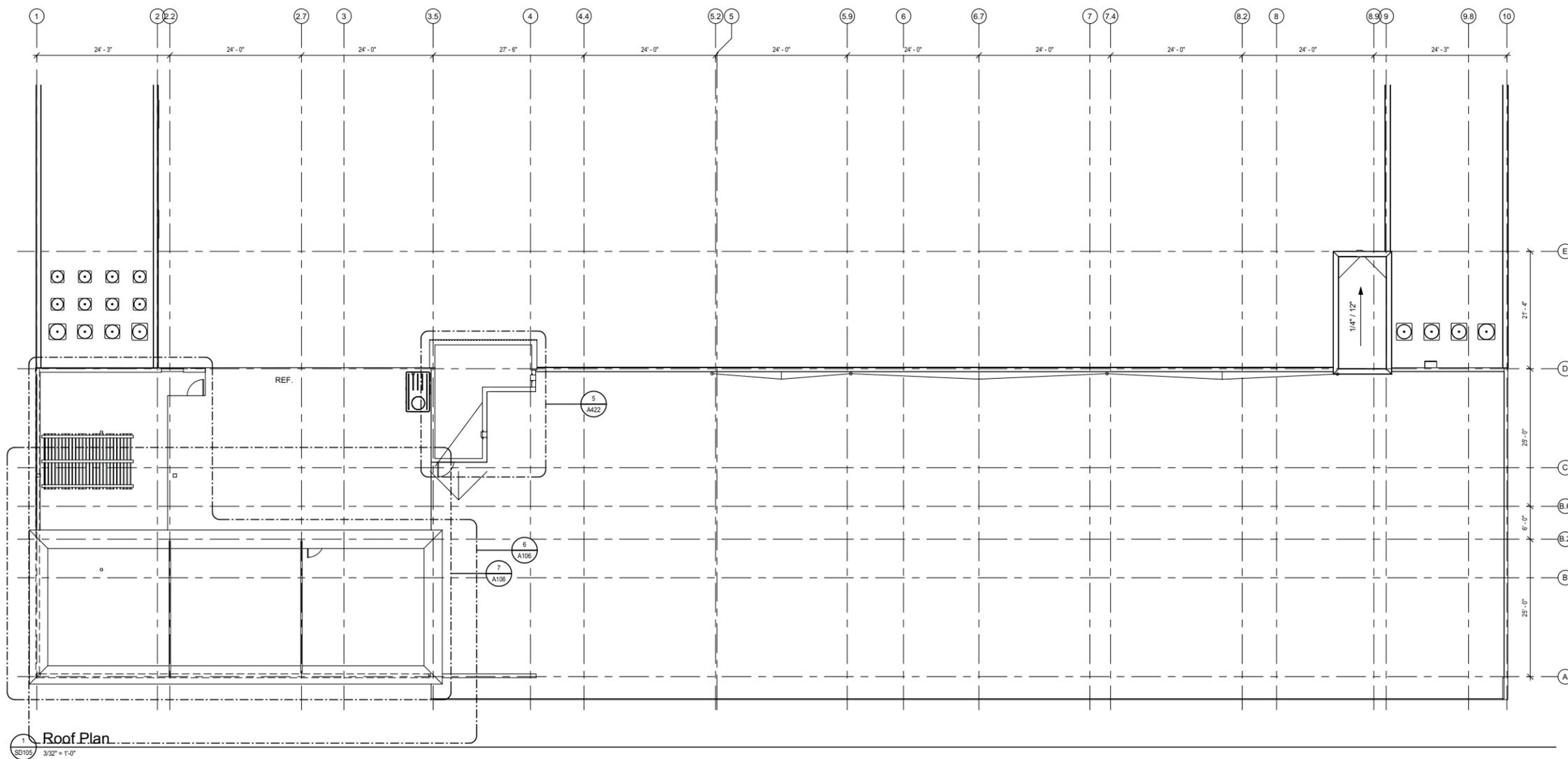
- BUILDING COMMON SPACE
- CIRCULATION
- RENTABLE
- RESIDENTIAL



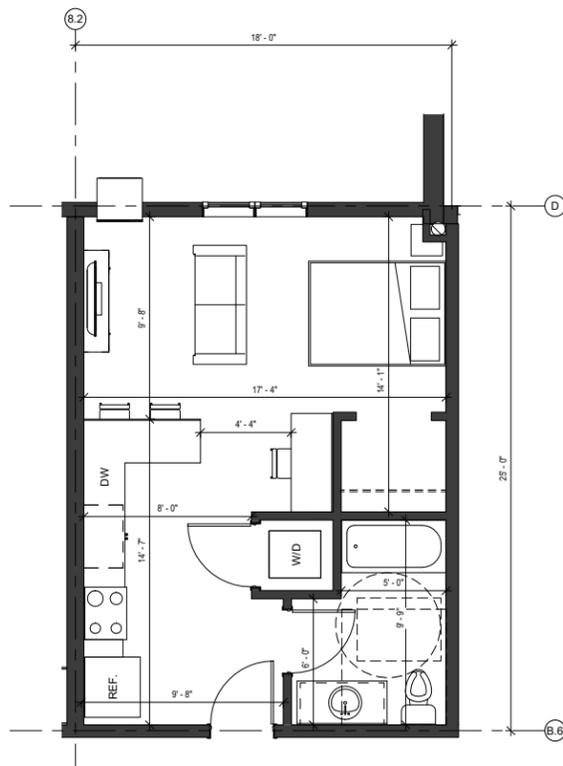
1 Second Floor Plan  
SD102 1/8" = 1'-0"







1 Roof Plan  
SD105 3/32" = 1'-0"



1 Story Studio - Type A

# Pioneer Plaza

1 Story Studio - Type A

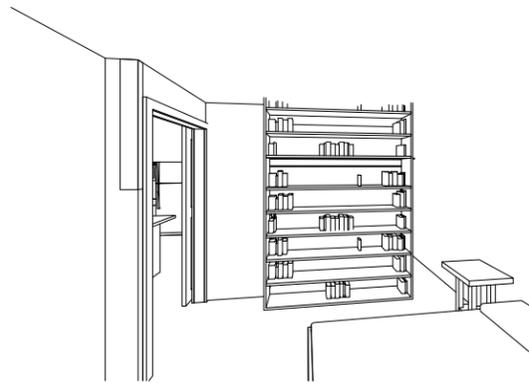
02/05/18  
17-081

**ICON**

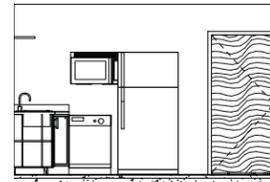
Architectural Group

v. 701.772.4266 f. 701.772.4275  
www.ICONArchitects.com

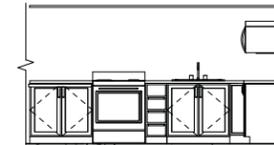
SD106



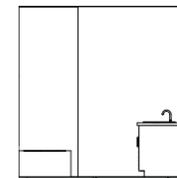
2 1 Story 1 BR Type A Perspective - Bedroom



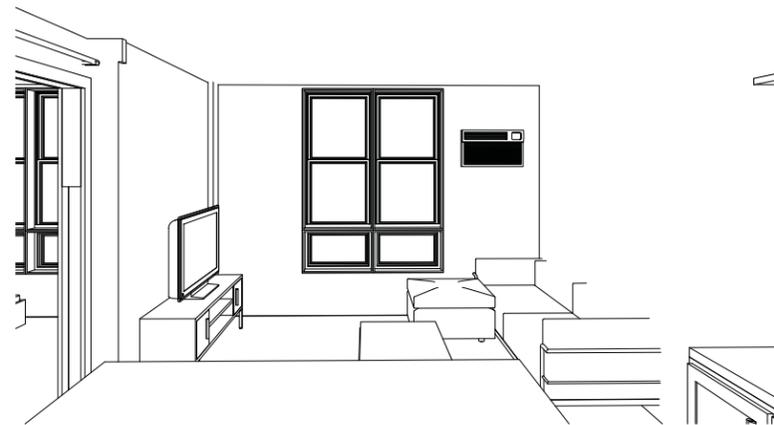
13 Interior Elevation - Kitchen  
1/4" = 1'-0"



12 Interior Elevation - Kitchen  
1/4" = 1'-0"



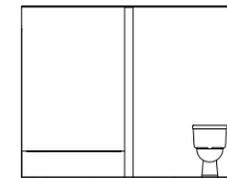
5 Interior Elevation - Bathroom  
1/4" = 1'-0"



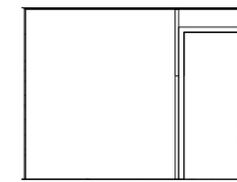
7 1 Story 1 BR Type A Perspective - Living Room



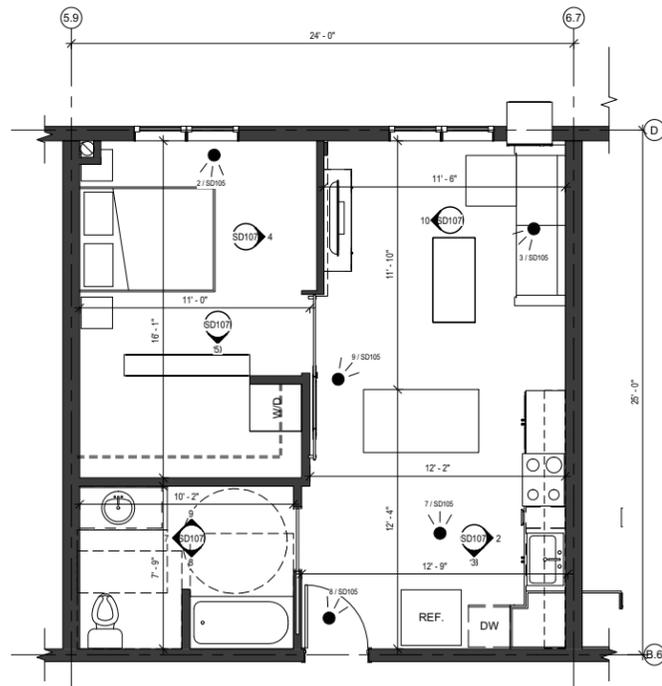
3 1 Story 1 BR Type A Perspective - Entry



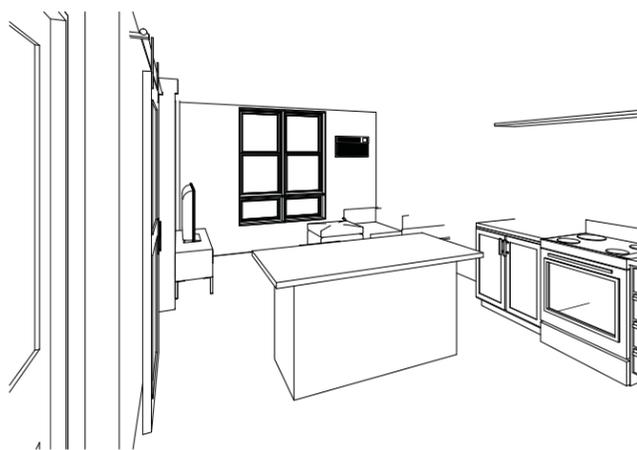
6 Interior Elevation - Bathroom  
1/4" = 1'-0"



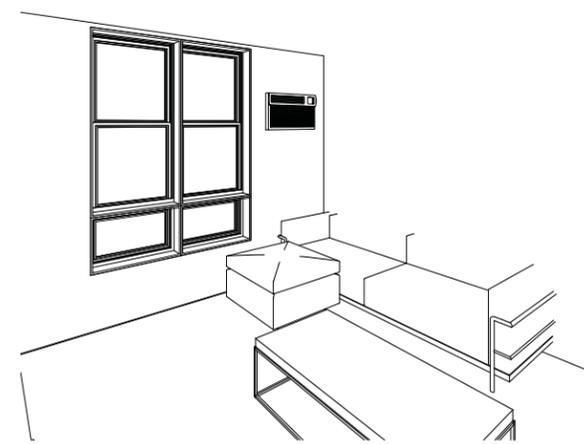
4 Interior Elevation - Bedroom  
1/4" = 1'-0"



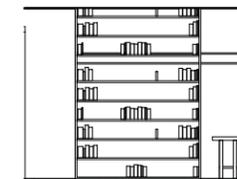
1 1 Story 1 Bedroom - Type B  
1/4" = 1'-0"



8 1 Story 1 BR Type A Perspective - From Entry



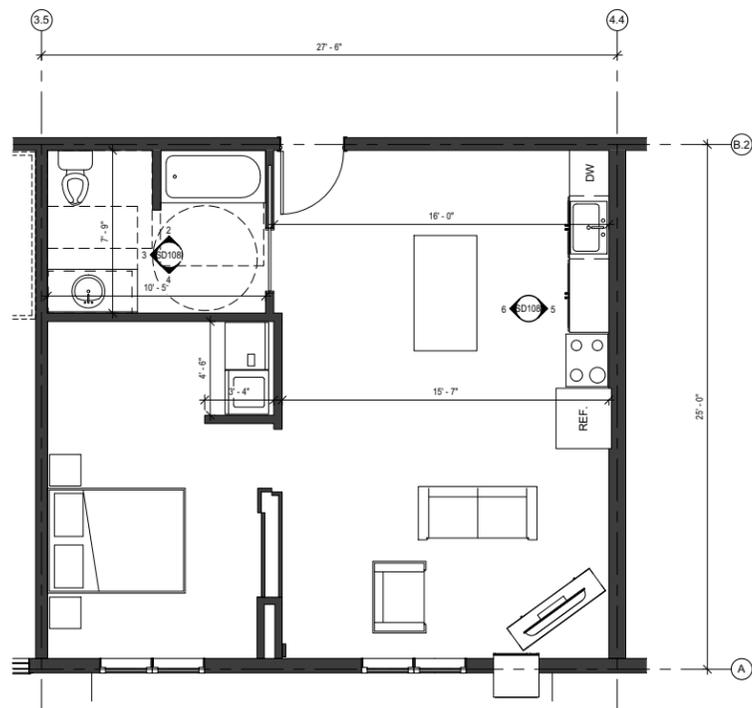
9 1 BR Type A Perspective - Living Room



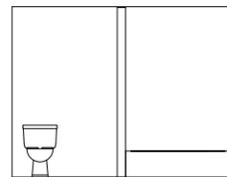
10 OPTION A - BEDROOM 2  
1/4" = 1'-0"



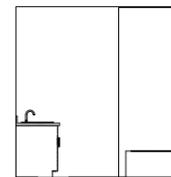
11 Interior Elevation - Living Room  
1/4" = 1'-0"



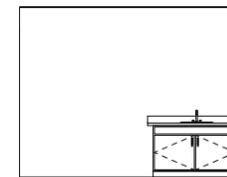
1 1 Story 1 Bedroom - Type C  
SD108 1/4" = 1'-0"



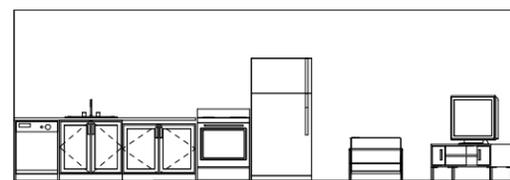
2 Interior Elevation - Bathroom  
SD108 1/4" = 1'-0"



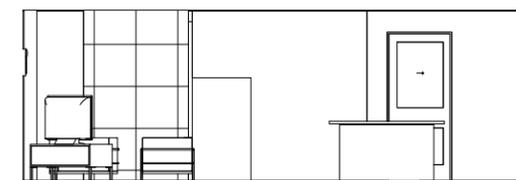
3 Interior Elevation - Bathroom  
SD108 1/4" = 1'-0"



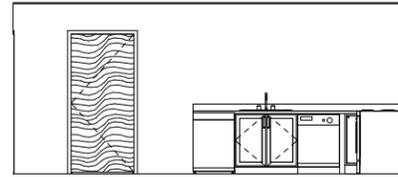
4 Interior Elevation - Bathroom  
SD108 1/4" = 1'-0"



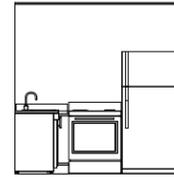
5 Interior Elevation - Kitchen  
SD108 1/4" = 1'-0"



6 Interior Elevation - Kitchen  
SD108 1/4" = 1'-0"



2 Interior Elevation - Kitchen  
SD109 1/4" = 1'-0"



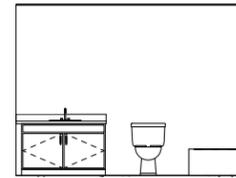
3 Interior Elevation - Kitchen  
SD109 1/4" = 1'-0"



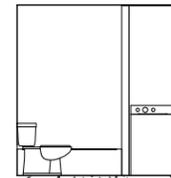
4 Interior Elevation - Closet  
SD109 1/4" = 1'-0"



5 Interior Elevation - Closet  
SD109 1/4" = 1'-0"



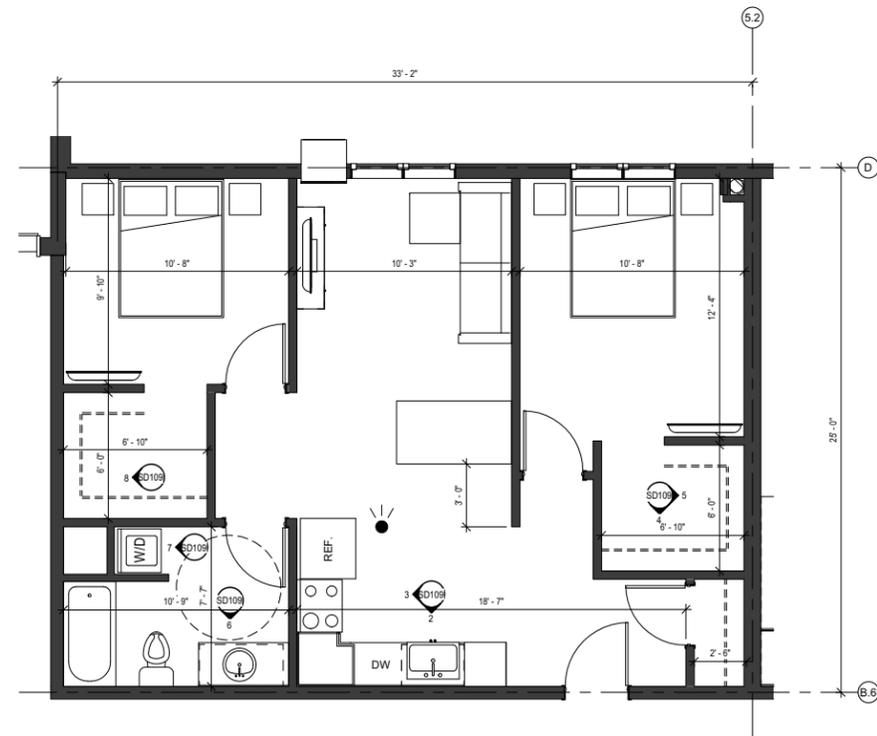
6 Interior Elevation - Bathroom  
SD109 1/4" = 1'-0"



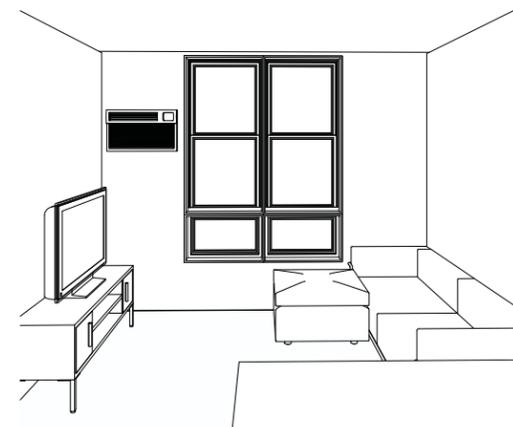
7 Interior Elevation - Bathroom  
SD109 1/4" = 1'-0"



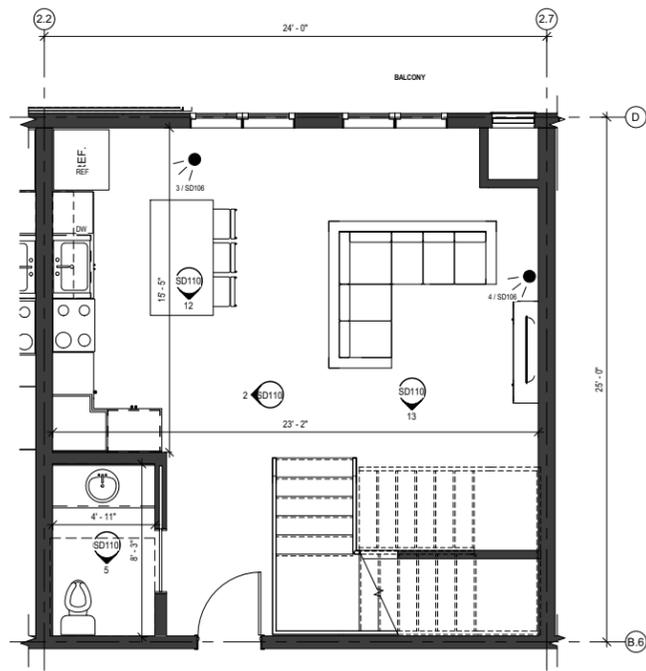
8 Interior Elevation - Closet  
SD109 1/4" = 1'-0"



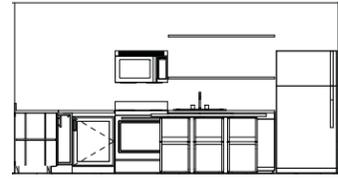
1 1 Story 2 Bedroom - Type D  
SD109 1/4" = 1'-0"



9 1 Story 1 BR Type D Perspective - Living Room  
SD109



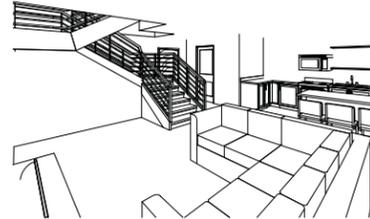
1 2 Story 2 BR Type Y - Lower Level  
SD110 1/4" = 1'-0"



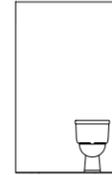
2 Interior Elevation - Island  
SD110 1/4" = 1'-0"



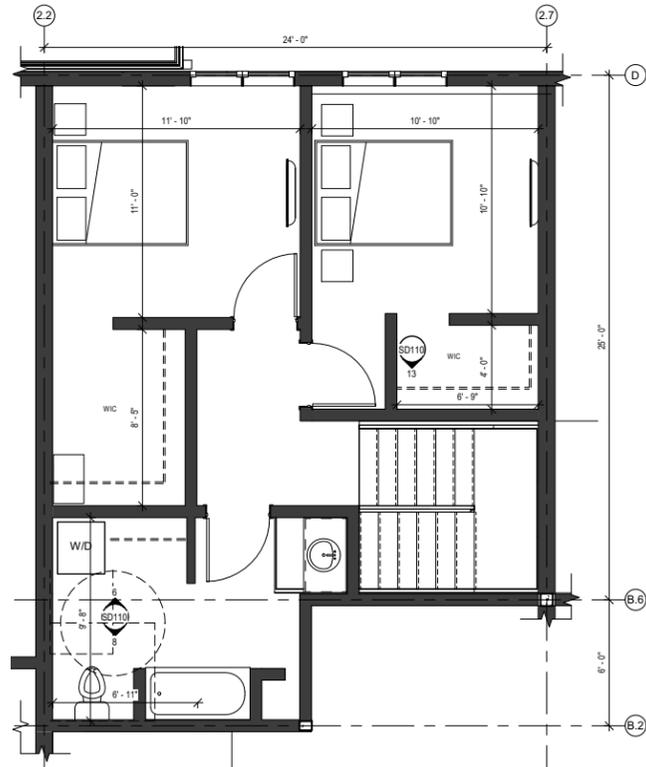
3 2 Story 2 BR Unit Type Y Perspective - Kitchen  
SD110



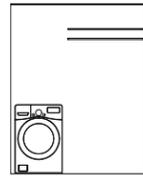
4 2 Story 2 BR Type Y Perspective - Living Room  
SD110



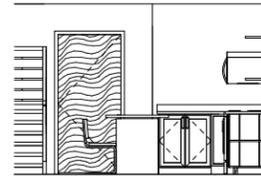
5 Interior Elevation 1/2 Bath  
SD110 1/4" = 1'-0"



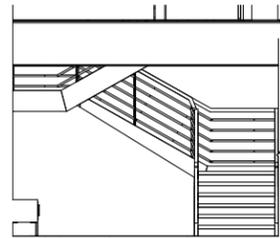
10 2 Story 2 BR Type Y - Upper Level  
SD110 1/4" = 1'-0"



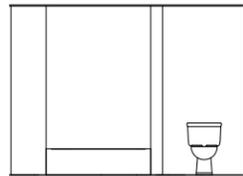
6 Interior Elevation - Bathroom  
SD110 1/4" = 1'-0"



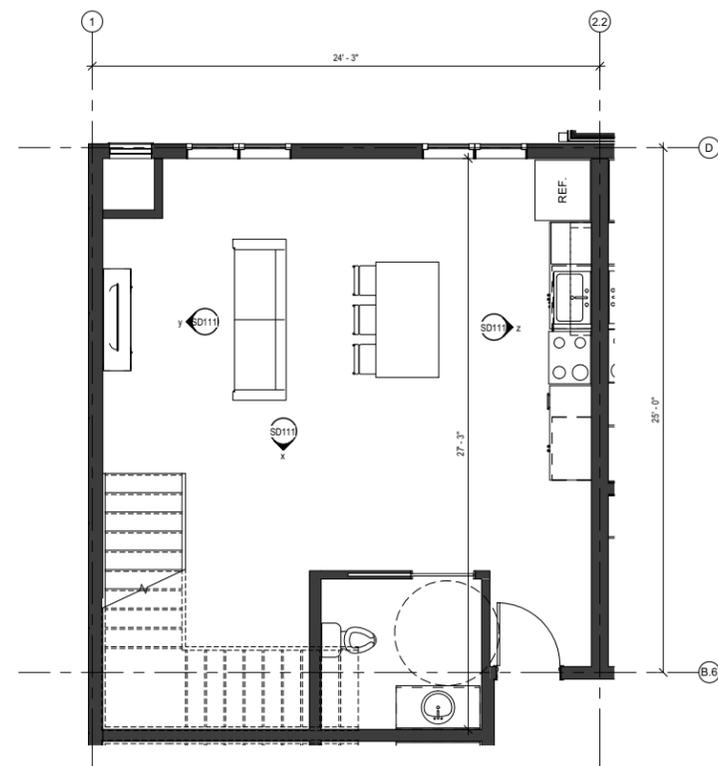
12 Interior Elevation - Island  
SD110 1/4" = 1'-0"



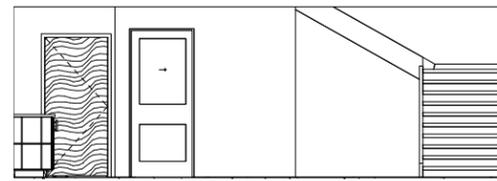
13 Interior Elevation - Living Room  
SD110 1/4" = 1'-0"



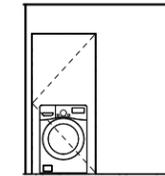
8 Interior Elevation - Bathroom  
SD110 1/4" = 1'-0"



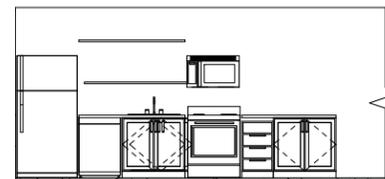
1 2 Story 2 Bedroom - Type Z - Lower Level  
SD111 1/4" = 1'-0"



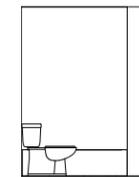
x Interior Elevation - Living Room  
SD111 1/4" = 1'-0"



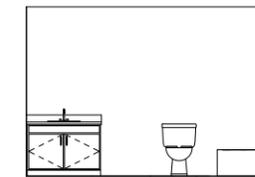
1 Interior Elevation - Washer / Dryer Closet  
SD111 1/4" = 1'-0"



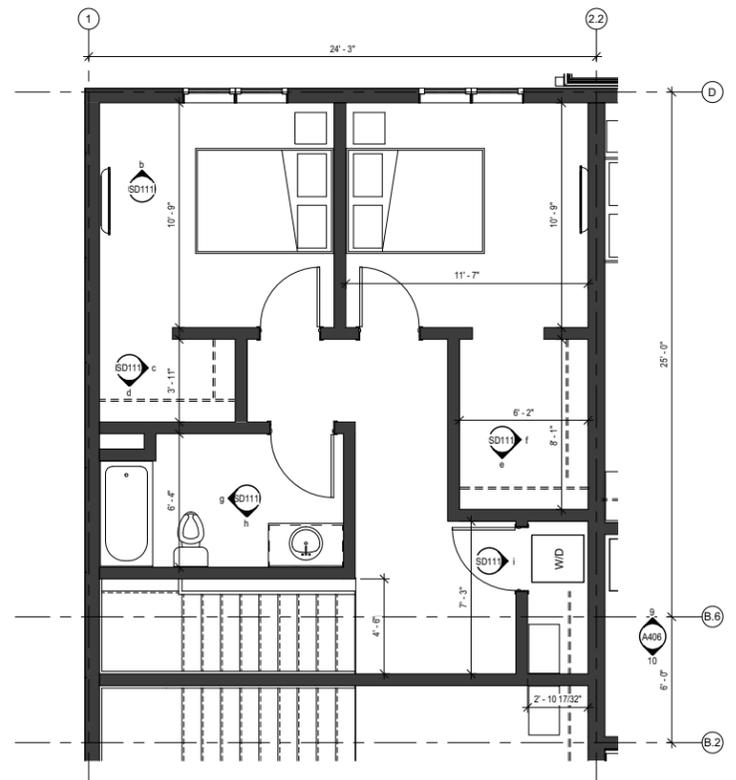
z Interior Elevation - Kitchen  
SD111 1/4" = 1'-0"



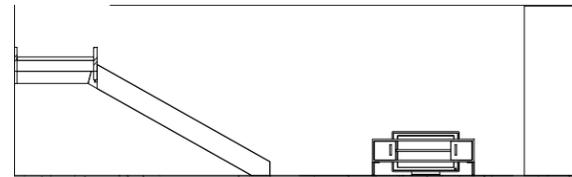
s Interior Elevation - Bathroom  
SD111 1/4" = 1'-0"



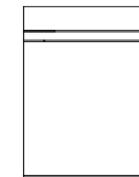
r Interior Elevation - Bathroom  
SD111 1/4" = 1'-0"



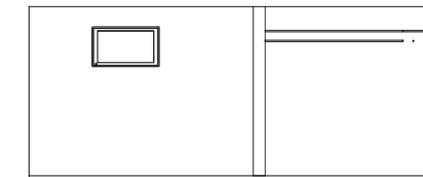
2 2 Story 2 Bedroom - Type Z - Upper Level  
SD111 1/4" = 1'-0"



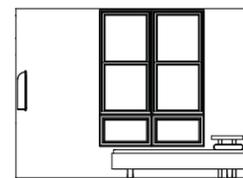
y Interior Elevation - Living Room  
SD111 1/4" = 1'-0"



u Interior Elevation - Closet  
SD111 1/4" = 1'-0"



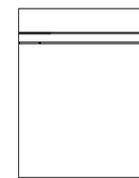
t Interior Elevation - Closet / Bedroom  
SD111 1/4" = 1'-0"



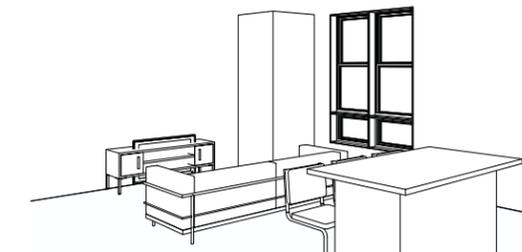
b Interior Elevation - Bedroom  
SD111 1/4" = 1'-0"



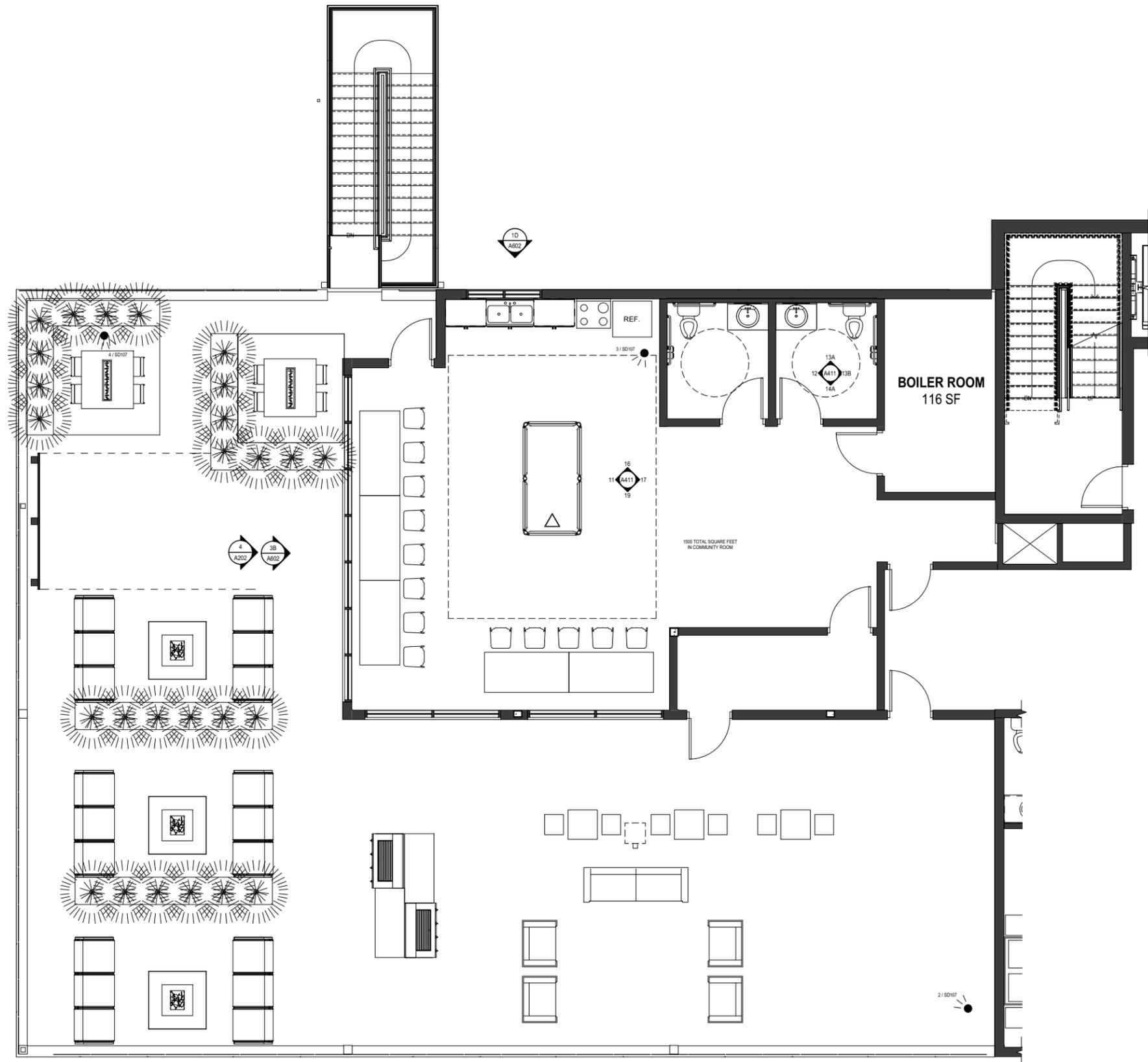
c Interior Elevation - Closet  
SD111 1/4" = 1'-0"



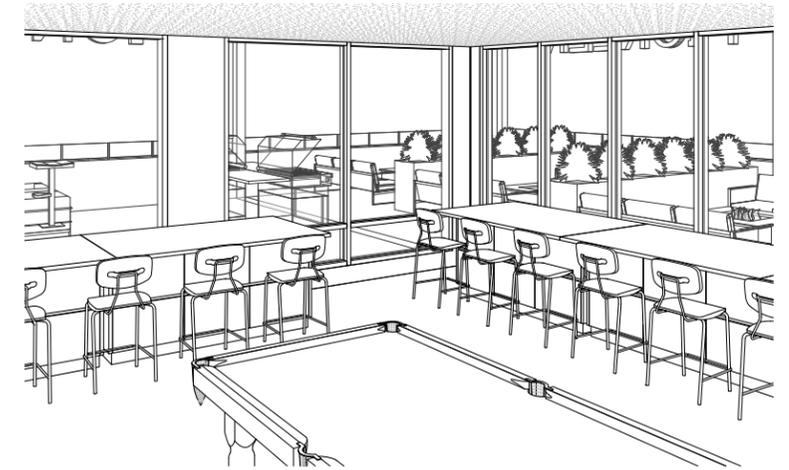
d Interior Elevation - Closet  
SD111 1/4" = 1'-0"



a 2 Story 2 Bedroom Type Z Perspective  
SD111 1/4" = 1'-0"



1 Rooftop Patio & Community Room  
SD113 1/4" = 1'-0"



3 Patio Perspective  
SD113



2 Community Room Perspective  
SD113



4 Patio Perspective  
SD113

# Pioneer Plaza

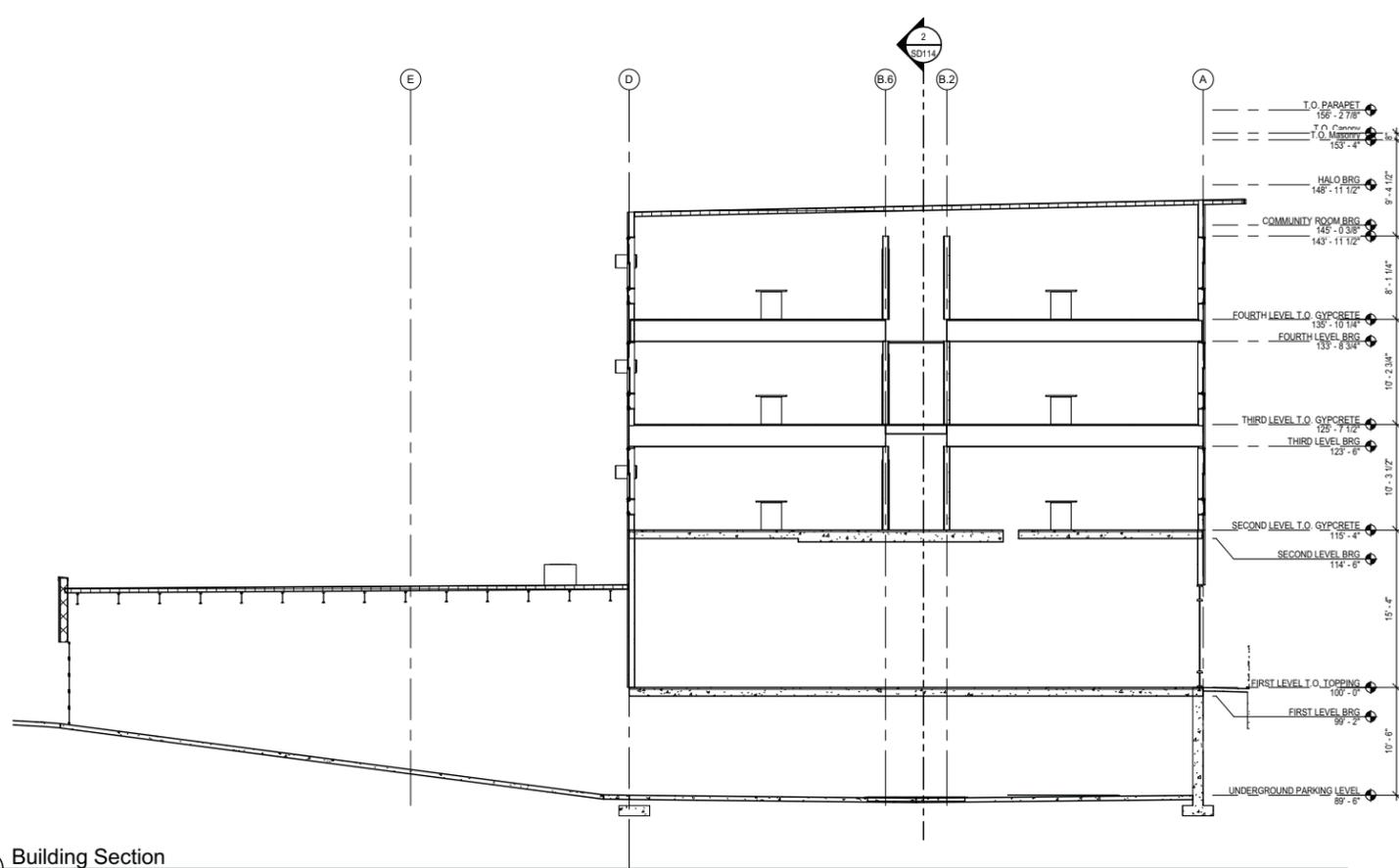
Rooftop Patio & Community Room

02/05/18  
17-081

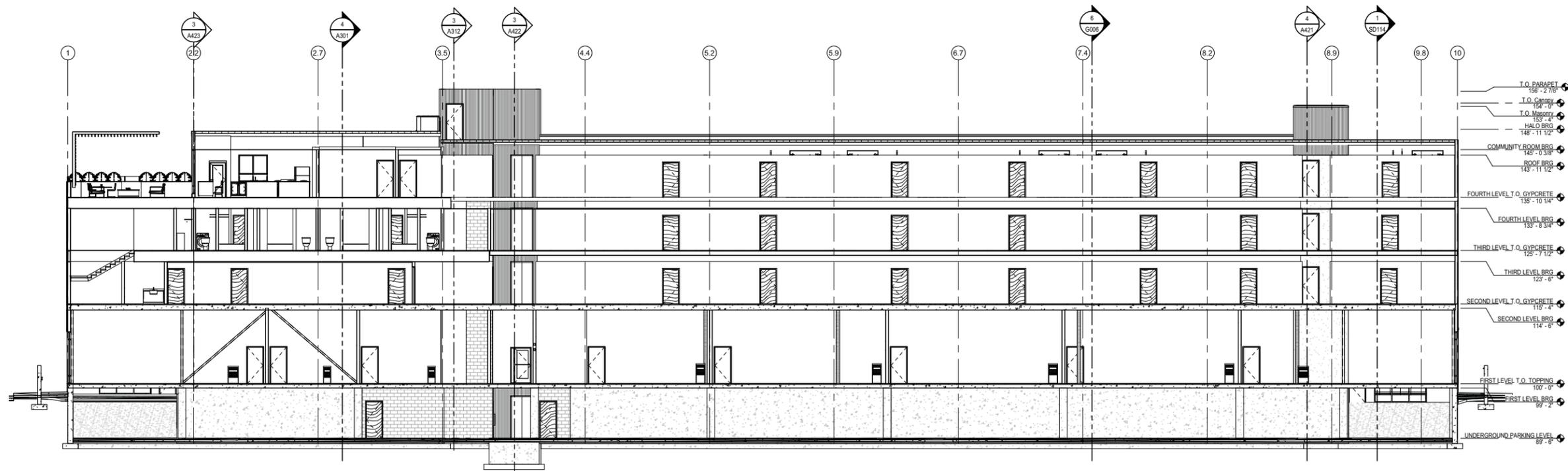
**ICON**  
Architectural Group

SD113

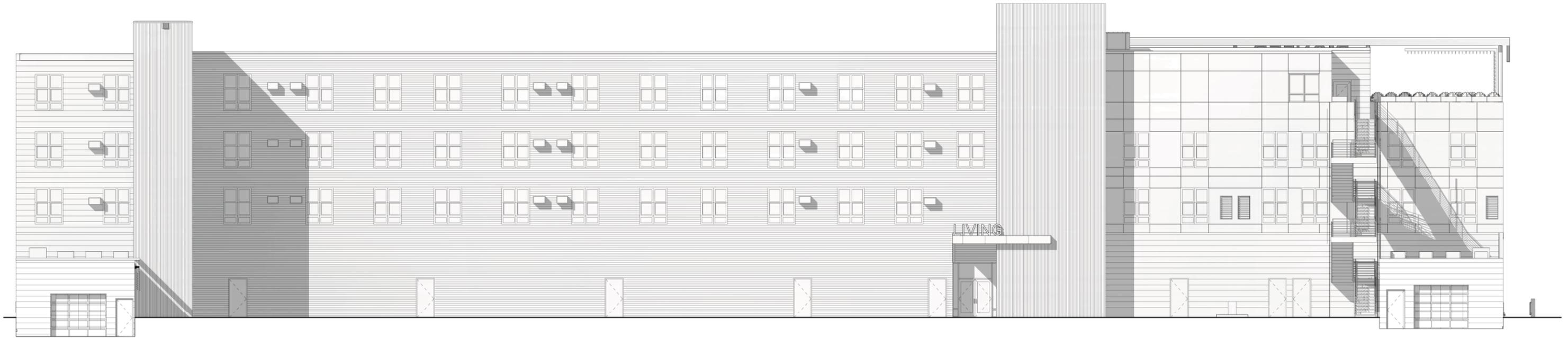
v. 701.772.4266 f. 701.772.4275  
www.ICONArchitects.com



1 Building Section  
SD114 1/8" = 1'-0"



2 Building Section  
SD114 3/32" = 1'-0"



1 West Elevation  
SD201  
1/8" = 1'-0"



2 East Elevation  
SD201  
1/8" = 1'-0"

Pioneer Plaza

Exterior Elevations

02/05/18

17-081

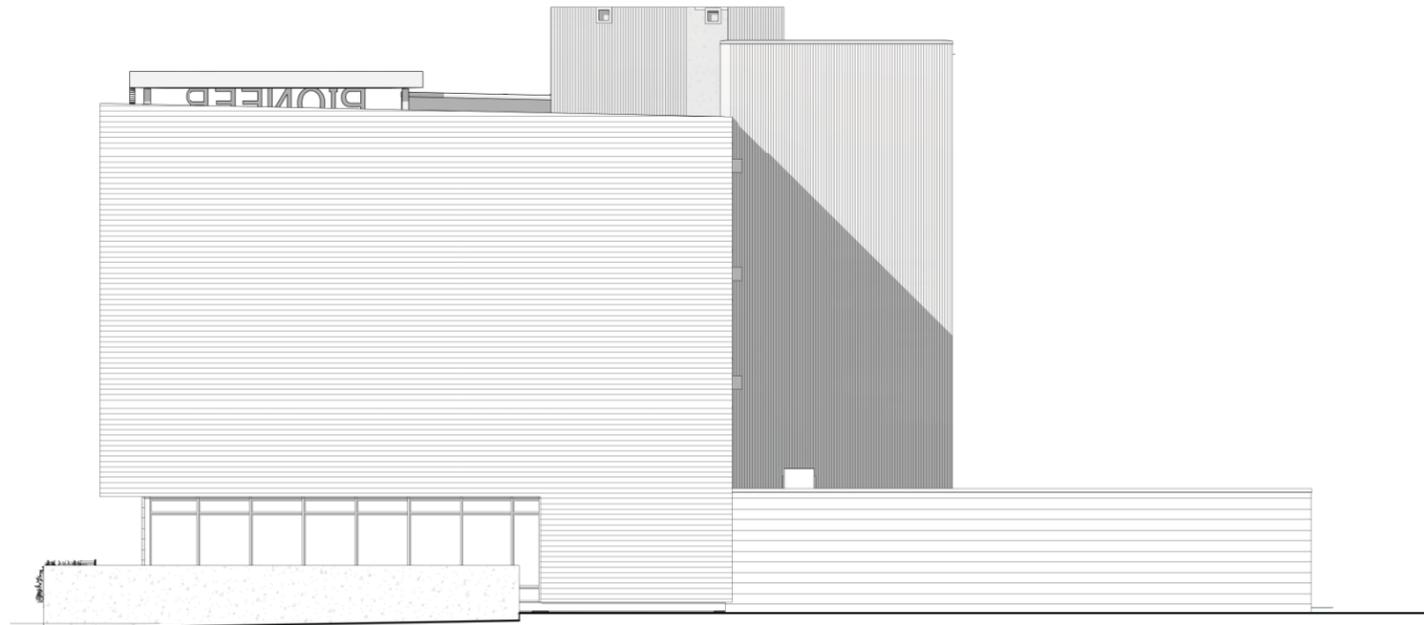
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Architectural Group

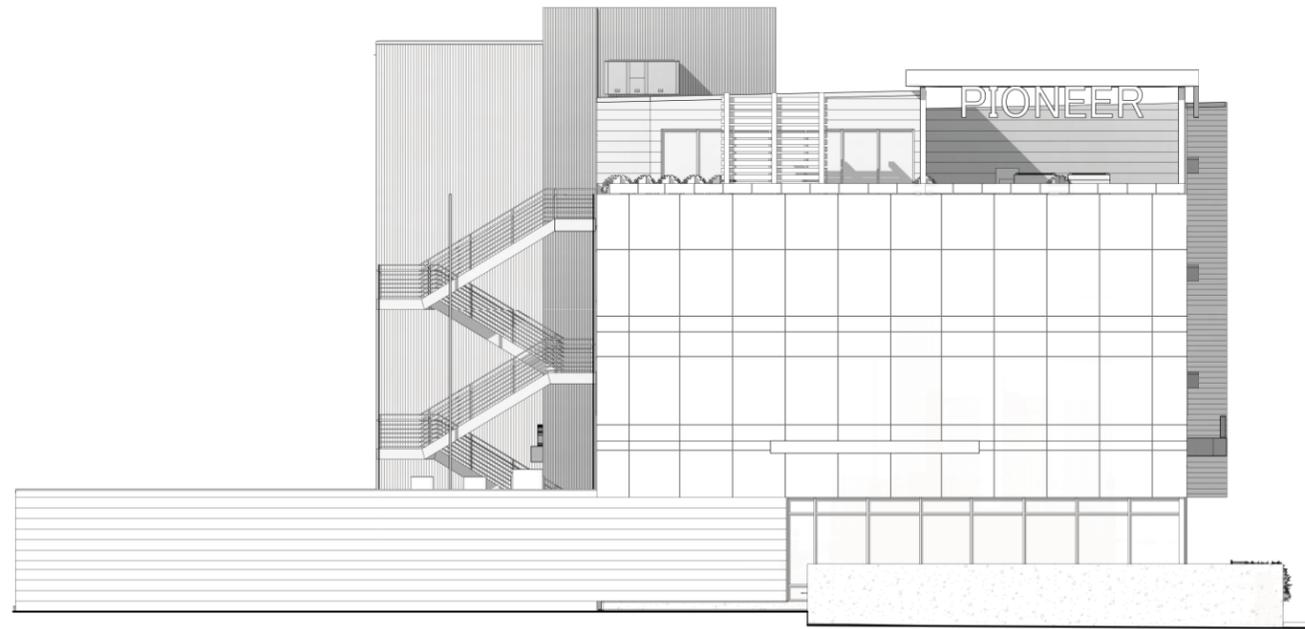
v. 701.772.4266 f. 701.772.4275

www.ICONArchitects.com

SD201



2 North Elevation  
SD202 1/8" = 1'-0"



1 South Elevation  
SD202 1/8" = 1'-0"



1 Exterior Perspective  
SD203



2 Exterior Perspective  
SD203

# Pioneer Plaza

Exterior Perspectives

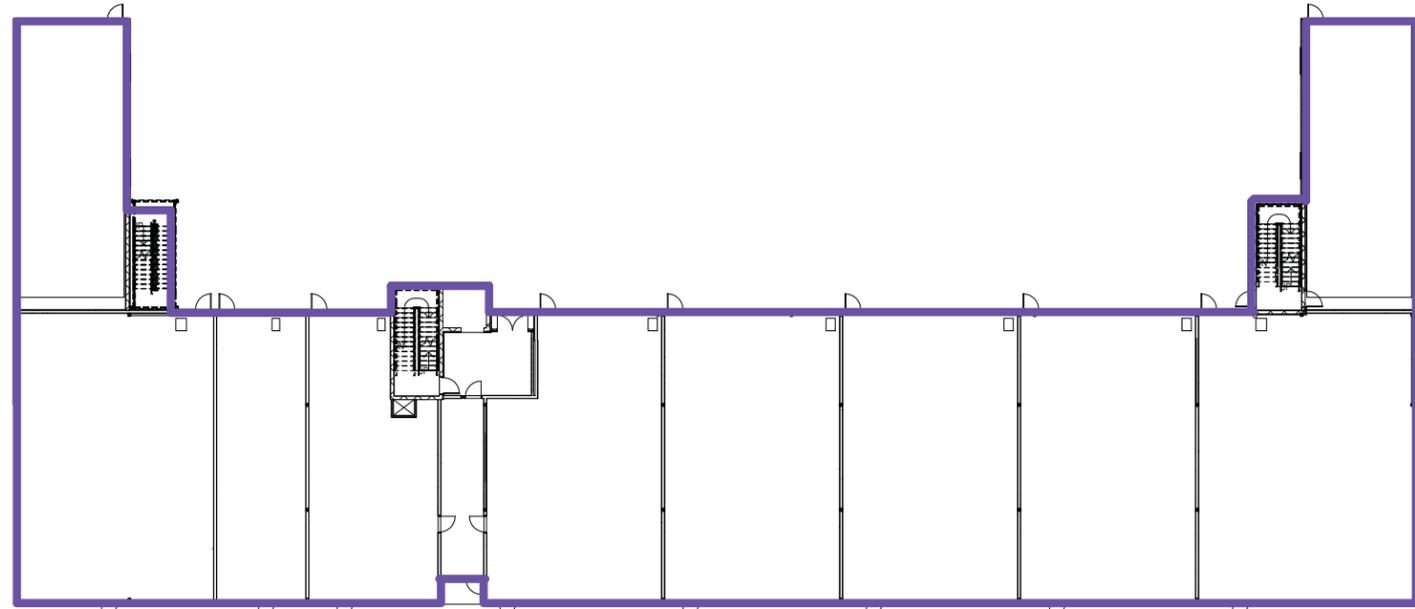
02/05/18  
17-081

**ICON**  
Architectural Group  
v. 701.772.4266 f. 701.772.4275  
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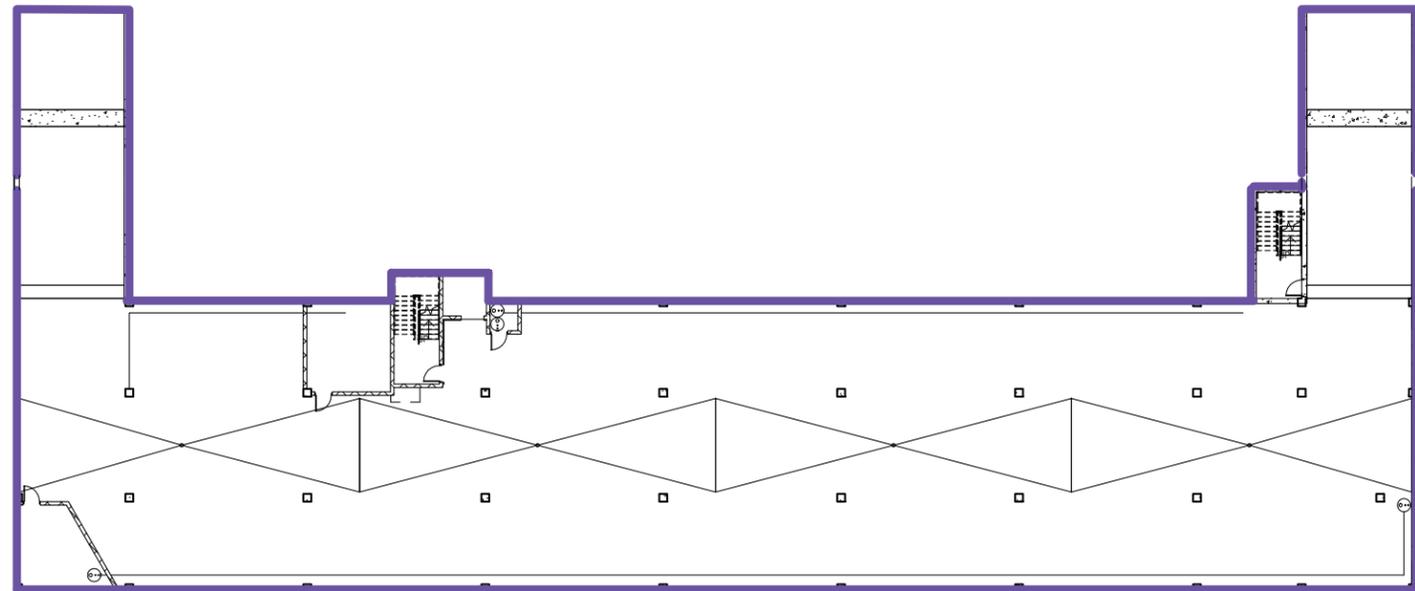
SD203

**Area Schedule (Gross Building)**

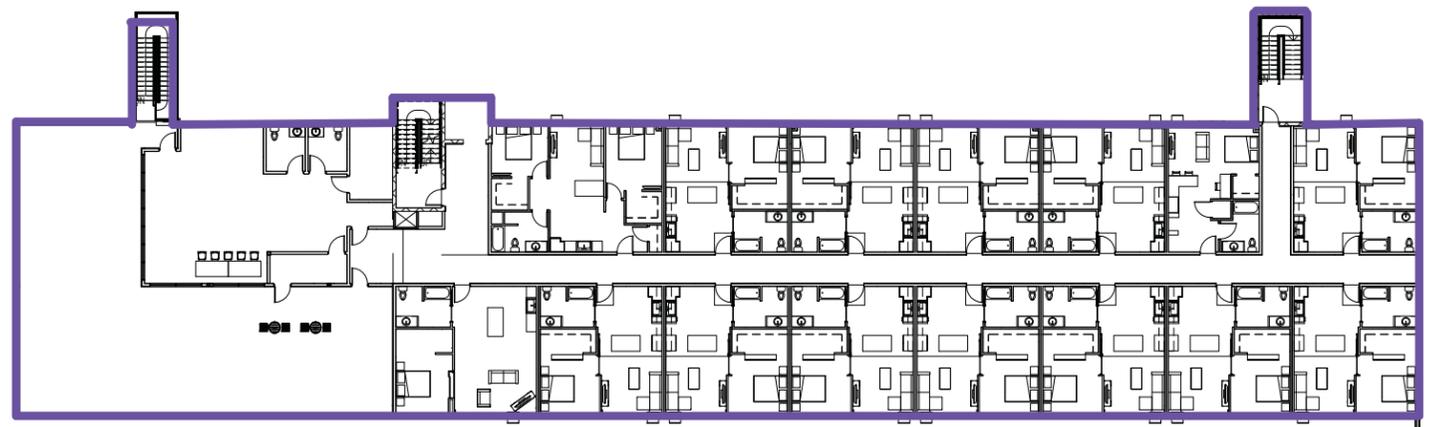
Level	Name	Area
UNDERGROUND PARKING LEVEL	PARKING	17428 SF
FIRST LEVEL T.O. TOPPING	COMMERCIAL	17551 SF
SECOND LEVEL T.O. GYPCRETE	RESIDENTIAL	17356 SF
THIRD LEVEL T.O. GYPCRETE	RESIDENTIAL	17356 SF
FOURTH LEVEL T.O. GYPCRETE	RESIDENTIAL	17356 SF
		87047 SF



2 First Floor  
SD301 1/16" = 1'-0"



1 Underground Parking  
SD301 1/16" = 1'-0"



5 Fourth Floor  
SD301 1/16" = 1'-0"



4 Third Floor  
SD301 1/16" = 1'-0"



3 Second Floor  
SD301 1/16" = 1'-0"

Pioneer Plaza

Gross Building Area

02/05/18

17-081

**ICON**

Architectural Group

v. 701.772.4266 f. 701.772.4275

www.ICONArchitects.com

SD301

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: Larry Weil

2. PHONE NUMBER: 433-5320 DATE: March 1, 2018

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

Highland Meadows 3<sup>rd</sup> Addition, Replat and Rezoning from R-1: One & Two Family Dwellings to R-1SM: Mixed One & Two Family Dwellings.

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

Lots 3-46, Block 1 of Highland Meadows 1<sup>st</sup> Addition (Replat); Lots 1-46, Block 1 and all of Block 2 of Highland Meadows 1<sup>st</sup> Addition, City of West Fargo, North Dakota (Rezoning).

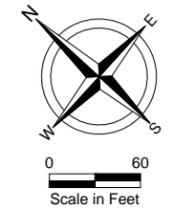
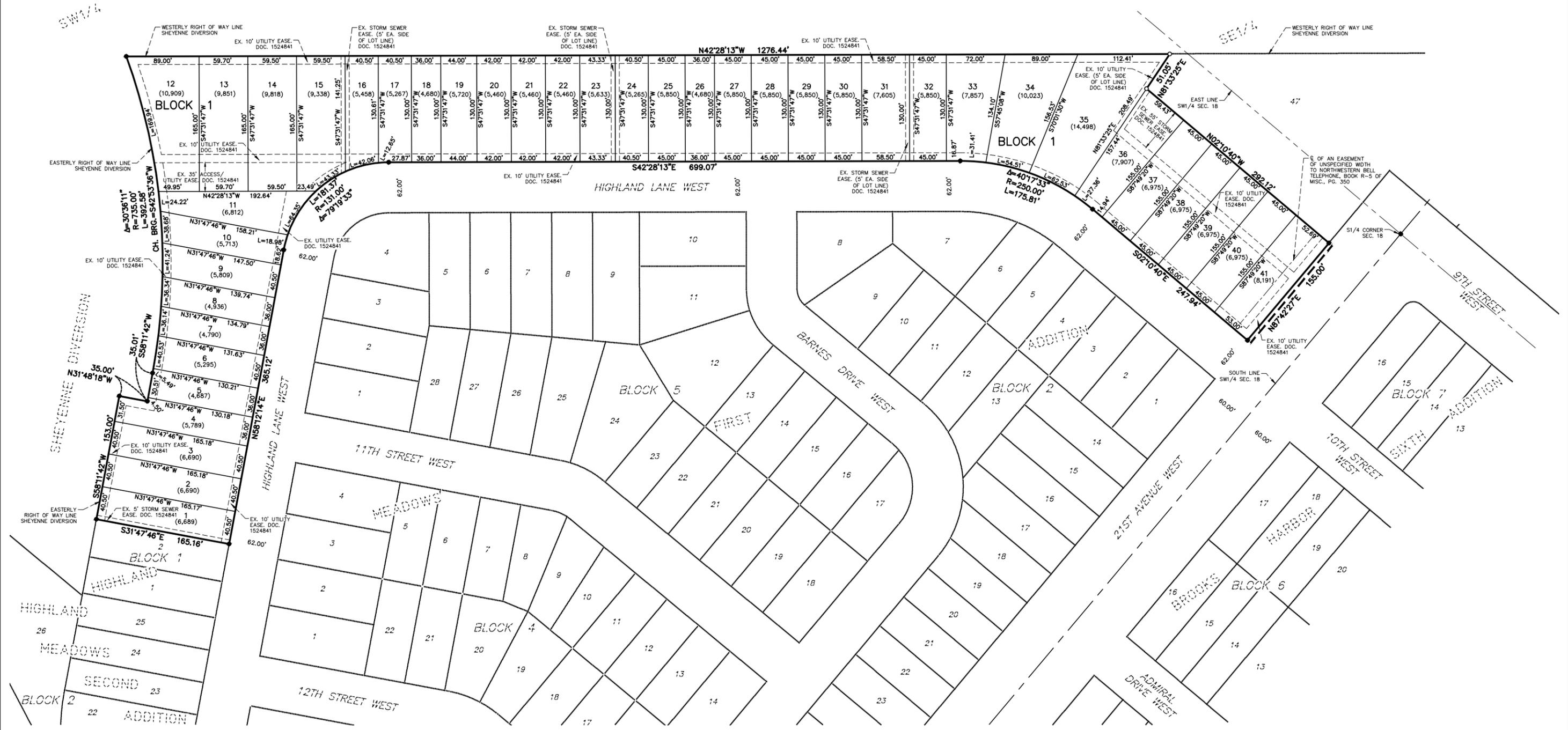
5. ACTION BEING REQUESTED FROM CITY COMMISSION:

Hold Second Reading on the rezoning and Final Plat Approval subject to conditions listed in the staff report.

SEC. 18 - 139 - 49

PLAT OF  
**HIGHLAND MEADOWS THIRD ADDITION**  
 TO THE CITY OF WEST FARGO, A REPLAT OF LOTS 3 THROUGH 46,  
 BLOCK 1, HIGHLAND MEADOWS FIRST ADDITION TO THE CITY OF  
 WEST FARGO, CASS COUNTY, NORTH DAKOTA

SHEYENNE DIVERSION



- LEGEND**
- IRON MONUMENT FOUND
  - SET 5/8"x18" REBAR WITH YELLOW PLASTIC CAP #6571
  - (5,800) LOT AREAS IN SQ. FT.
  - L ARC LENGTH
  - R RADIUS LENGTH
  - Δ CENTRAL ANGLE
  - CH. BRG. CHORD BEARING
  - ACCESS CONTROL

**EASEMENT OF RECORD**  
 1. GAS LINE EASEMENT, BK. 1-2 PG. 344

BASIS OF BEARINGS: HIGHLAND MEADOWS FIRST ADDITION TO THE CITY OF WEST FARGO ACCORDING TO THE RECORDED PLAT THEREOF.



**PLAT OF  
HIGHLAND MEADOWS THIRD ADDITION  
TO THE CITY OF WEST FARGO, A REPLAT OF LOTS 3 THROUGH 46,  
BLOCK 1, HIGHLAND MEADOWS FIRST ADDITION TO THE CITY OF  
WEST FARGO, CASS COUNTY, NORTH DAKOTA**

**CERTIFICATE**

STEVEN W. HOLM, BEING DULY SWORN, DEPOSES AND SAYS THAT HE IS THE REGISTERED LAND SURVEYOR WHO PREPARED AND MADE THE ATTACHED PLAT OF "HIGHLAND MEADOWS THIRD ADDITION" TO THE CITY OF WEST FARGO, A REPLAT OF LOTS 3 THROUGH 46, BLOCK 1, HIGHLAND MEADOWS FIRST ADDITION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY; THAT ALL DISTANCES ARE CORRECTLY SHOWN ON SAID PLAT; THAT MONUMENTS HAVE BEEN PLACED IN THE GROUND AS INDICATED FOR THE GUIDANCE OF FUTURE SURVEYS AND THAT THE EXTERIOR BOUNDARY LINES OF SAID ADDITION ARE DESCRIBED AS FOLLOWS, TO WIT:

LOTS 3 THROUGH 46 INCLUSIVE, BLOCK 1, HIGHLAND MEADOWS FIRST ADDITION TO THE CITY OF WEST FARGO, ACCORDING TO THE RECORDED PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, CASS COUNTY, NORTH DAKOTA.

SAID TRACT CONTAINS 6.34 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD, IF ANY.



STEVEN W. HOLM  
REGISTERED LAND SURVEYOR  
REG. NO. LS-6571

STATE OF NORTH DAKOTA)  
COUNTY OF CASS )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED STEVEN W. HOLM, REGISTERED LAND SURVEYOR, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

\_\_\_\_\_  
NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

**DEDICATION**

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND DESCRIBED IN THE PLAT OF "HIGHLAND MEADOWS THIRD ADDITION" TO THE CITY OF WEST FARGO, A REPLAT OF LOTS 3 THROUGH 46, BLOCK 1, HIGHLAND MEADOWS FIRST ADDITION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA; THAT WE HAVE CAUSED IT TO BE PLATTED INTO LOTS AND BLOCKS AS SHOWN BY SAID PLAT AND CERTIFICATE OF STEVEN W. HOLM, REGISTERED LAND SURVEYOR, AND THAT THE DESCRIPTION AS SHOWN IN THE CERTIFICATE OF THE REGISTERED LAND SURVEYOR IS CORRECT.

OWNER: HM DEVELOPMENT, LLC

MORTGAGEE: BLACKRIDGEBANK

AUSTIN MORRIS  
TITLE: \_\_\_\_\_

MARC KNUTSON, COMMERCIAL LOAN OFFICER

STATE OF NORTH DAKOTA)  
COUNTY OF CASS )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED AUSTIN MORRIS, \_\_\_\_\_ OF HM DEVELOPMENT, LLC, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE NAME OF HM DEVELOPMENT, LLC.

\_\_\_\_\_  
NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

STATE OF NORTH DAKOTA)  
COUNTY OF CASS )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED MARC KNUTSON, COMMERCIAL LOAN OFFICER OF BLACKRIDGEBANK, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE NAME OF BLACKRIDGEBANK.

\_\_\_\_\_  
NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

**WEST FARGO PLANNING COMMISSION APPROVAL**

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
TOM MCDUGALL, CHAIRMAN

STATE OF NORTH DAKOTA)  
COUNTY OF CASS )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TOM MCDUGALL, CHAIRMAN OF THE WEST FARGO PLANNING COMMISSION, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE NAME OF THE WEST FARGO PLANNING COMMISSION.

\_\_\_\_\_  
NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

**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

STATE OF NORTH DAKOTA)  
COUNTY OF CASS )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED RICH MATTERN, PRESIDENT OF THE WEST FARGO CITY COMMISSION, AND TINA FISK, CITY AUDITOR, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THE NAME OF THE CITY OF WEST FARGO.

\_\_\_\_\_  
NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

**WEST FARGO CITY ATTORNEY APPROVAL**

I HEREBY CERTIFY THAT PROPER EVIDENCE OF TITLE HAS BEEN EXAMINED BY ME AND I APPROVE THE PLAT AS TO FORM AND EXECUTION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
JOHN T. SHOCKLEY, CITY ATTORNEY

STATE OF NORTH DAKOTA)  
COUNTY OF CASS )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JOHN T. SHOCKLEY, CITY ATTORNEY, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS THE CITY ATTORNEY.

\_\_\_\_\_  
NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

**CITY ENGINEER'S APPROVAL**

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
DUSTIN T. SCOTT, CITY ENGINEER

STATE OF NORTH DAKOTA)  
COUNTY OF CASS )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DUSTIN T. SCOTT, CITY ENGINEER, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

\_\_\_\_\_  
NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA



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: Larry Weil

2. PHONE NUMBER: 433-5320 DATE: March 1, 2018

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

West Fargo 9<sup>th</sup> Addition, a replat.

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

Lots 1 & 2, Block 1 of West Fargo 4<sup>th</sup> Addition and Lot 1, Block 1 of West Fargo 8<sup>th</sup> 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

A17-32		REPLAT	
West Fargo 9 <sup>th</sup> Addition			
Lot 12, Block 2 of West Fargo 3 <sup>rd</sup> Addition, Lots 1 & 2, Block 1 of West Fargo 4 <sup>th</sup> Addition and Lot 1, Block 1 of West Fargo 8 <sup>th</sup> Addition, City of West Fargo, North Dakota			
Applicant/Owner: Kost Materials/J&S Develop.	Larry Weil		
Planning & Zoning Commission Introduction:	08-14-2017		
Public Hearing:	08-14-2017 - Approval		
Final Plat Approval:	03-05-2018		

PURPOSE:
Prepare the property for future industrial development.

STATEMENTS OF FACT:	
Land Use Classification:	General Industrial
Existing Land Use:	Vacant; L2,B1 WF 4 <sup>th</sup> Under Permit Review for Industrial
Current Zoning District(s):	M: Heavy Industrial
Zoning Overlay District(s):	None
Proposed Lot size(s) or range:	Lot 1: 21 Acres; Lot 2: 19.6 Acres; Lot 3: 23.7 acres; Lot 4: 2.07; Lot 5: 17 Acres
Total area size:	83.67 Acres
Adjacent Zoning Districts:	North –A: Agricultural (Sheyenne Diversion) South – Railroad and LI: Light Industrial East – M: Heavy Industrial West – M: Heavy Industrial
Adjacent street(s):	8 <sup>th</sup> Avenue NW (Collector) 26 <sup>th</sup> Street NW (Collector)
Adjacent Bike/Pedestrian Facilities:	None
Available Parks/Trail Facilities:	None
Land Dedication Requirements:	Provided with previous subdivision.

DISCUSSION AND OBSERVATIONS:
<ul style="list-style-type: none"> <li>The applicant is proposing to replat several existing lots, which affect two existing subdivisions, as well as one subdivision in final consideration. The plat was intended to address two purposes including the following: 1) establishing a lot to be held by the City for potential future right-of-way for the extension of 15<sup>th</sup> Street NW and serving as part of the public dedication for the proposed subdivision of West Fargo 8<sup>th</sup> Addition; and 2) address an illegal lot split for a pending project under permit review.</li> <li>The proposed subdivision develops the property into 5 lots.</li> <li>The area was annexed into the City with a 2015 Annexation Plat.</li> <li>The lots are being proposed for future industrial development.</li> <li>Proposed Lot 4 of the original plat is the property to be dedicated to the City as public dedication for West Fargo 8<sup>th</sup> Addition. In addition to the property, the developer would provide the balance of</li> </ul>

STAFF REPORT

dedication with cash-in-lieu of land dedication. The developer wanted to enter into an agreement with the City for use of the property until such time as it is needed for right-of-way for 15<sup>th</sup> Street NW extension, or it is determined that the street will not be constructed and sold by the City.

- The developer and owner of the property who is ready to construct an industrial building are contemplating multiple accesses and full use of the proposed lot for dedication, so it appears that lot 4 may not be platted as originally intended, but may become an access/utility easement provided the City allows access over an existing 30-foot storm sewer easement. A revised plat has been received, though subject to change. There is a possibility that the developer will issue a new deed to owner to negate the illegal lot split allowing a permit to be issued, and then withdraw the subdivision application. The developer will satisfy the dedication for West Fargo 8<sup>th</sup> Addition with cash-in-lieu of land dedication.
- The adjacent 8<sup>th</sup> Avenue Way NW has been determined to be a Collector Street on the City’s Future Transportation System of the Comprehensive Plan and functional classification map. The road is within the right of way of Southeast Cass Water Resource District and the Sheyenne Diversion; however, the road is maintained by the City.
- Access to 8<sup>th</sup> Ave Way NW is restricted by subdivision ordinance and previous developer agreements to one access per lot with a minimum spacing between accesses of 300 feet. Accesses to 8<sup>th</sup> Ave Way NW, which is a Collector Street, requires Planning and Zoning Commission and City Commission approval, so more than one access per lot could be approved by the City. However, all accesses need to be approved by SE Cass Water Resource District and receive a 408 permit granted from the Army Corps of Engineers as the accesses tie into the Diversion Levi which has 8<sup>th</sup> Ave Way NW on top, so there is no guarantee of the number of accesses and access locations.
- No public dedication is required with the subdivision, as all lots have been previously platted and contributed toward the dedication required.

**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’s land use plan which depicts the area developing as General Industrial.

**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. Signed Subdivision Agreement is received.
2. A drainage plan is received and approved by the City Engineer.
3. An Attorney Title Opinion to the City of West Fargo is received.
4. Signed Final Plat is received with any necessary easements.
5. A certificate is received showing taxes are current.

STAFF REPORT

**PLANNING AND ZONING RECOMMENDATION:**

At their August 14, 2017 meeting, the Planning and Zoning Commission approved the subdivision and rezoning subject to the five conditions listed above.

**UPDATES:**

Since the Planning and Zoning Commission, the developer has revised the subdivision plat to eliminate Lot 12, Block 2 of West Fargo 3<sup>rd</sup> Addition. The lot had been included to set aside right-of-way for a future 15<sup>th</sup> Street NW extension, which was in place of public dedication for West Fargo 8<sup>th</sup> Addition. The developer decided to provide a cash payment in lieu of land for public dedication. The purpose of the subdivision is now intended to address an illegal split. A strip of land that runs parallel to the BNSF Railroad is being subdivided and shared between two larger lots.

A signed subdivision agreement is not necessary, as no new municipal services are needed. However, an encroachment agreement may be necessary for the business on proposed Lot 3, Block 1 to utilize the City's 30-foot storm sewer easement for a truck driving aisle, etc.

It is recommended to conditionally approve the subdivision plat on the basis that it is consistent with City plans and ordinances. Conditions of approval would include items 2-5 listed above, as well as an encroachment agreement for use of the storm sewer easement should the agreement be necessary.



A17-32  
Proposed Subdivision





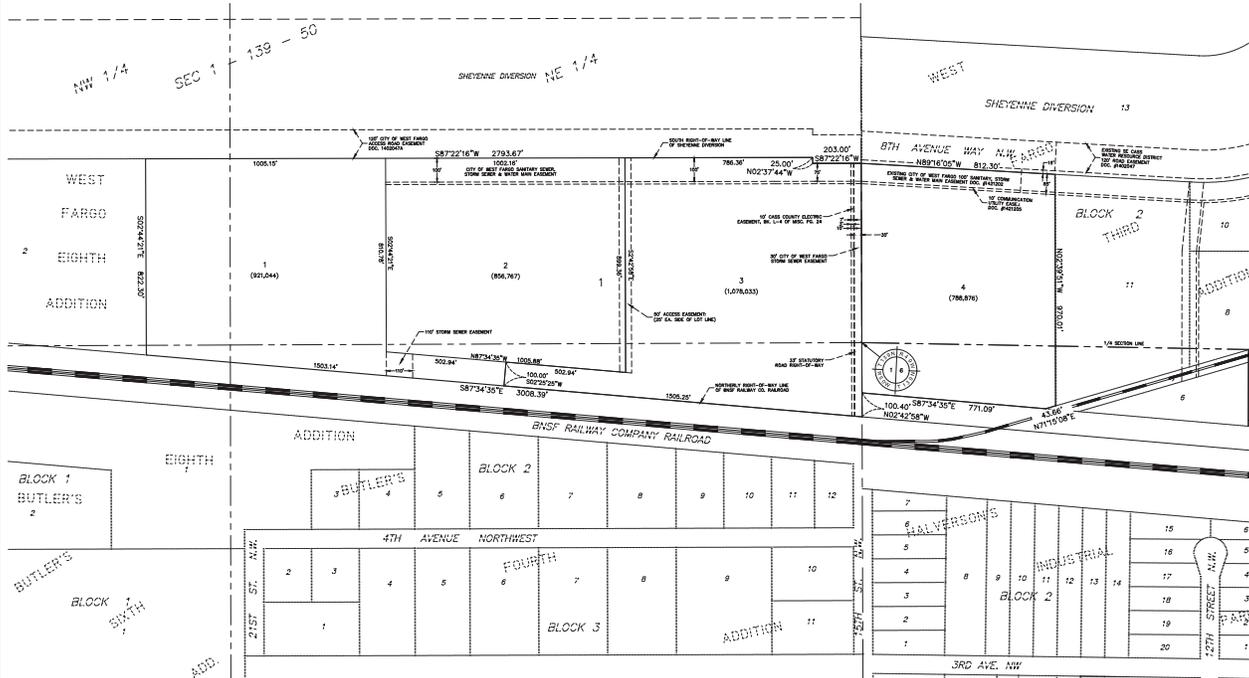
A17-32  
Proposed Subdivision



- |   |   |  |  |  |
|---|---|--|--|--|
| <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; background-color: white;"></span> A: Agricultural</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: red;"></span> C: Light Commercial</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: lightblue;"></span> C-PUD: PUD in General Commercial</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: lightcoral;"></span> C-OP: Commercial Office Park</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: lightcoral; border: 1px solid black;"></span> C-OP-PUD: PUD in Office Park</li> </ul> | <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: darkred;"></span> HC: Heavy Commercial</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: lightgrey;"></span> LI: Light Industrial</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: lightgrey;"></span> CM-PUD: PUD in Light Industrial</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: purple;"></span> M: Heavy Industrial</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: green;"></span> P: Public</li> </ul> | <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: lightgreen;"></span> P-PUD: PUD in Public</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: lightgreen;"></span> R-L1A: Large Lot Single Family Dwelling</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: yellow;"></span> R-1A: Single Family Dwelling</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: lightblue;"></span> R-1: One and Two Family Dwelling</li> </ul> | <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: blue;"></span> R-1SM: Mixed One and Two Family Dwelling</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: lightgreen;"></span> R-2: Limited Multiple Dwelling</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: orange;"></span> R-3: Multiple Dwelling</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: orange;"></span> R-4: Mobile Home</li> </ul> | <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: brown;"></span> R-5: Manufactured Home Subdivision</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: green;"></span> R-1E: Rural Estate</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: green;"></span> R-R: Rural Residential</li> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid blue;"></span> R-PUD: PUD in Residential</li> </ul> |
|---|---|--|--|--|



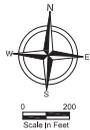
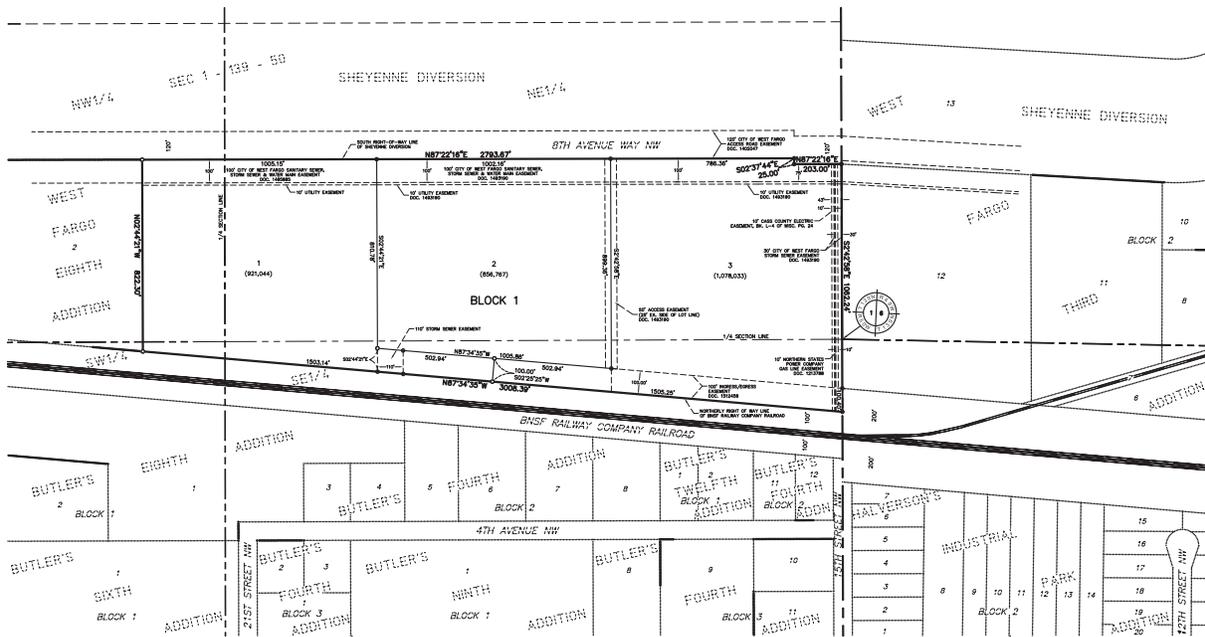
PLAT OF  
**WEST FARGO NINTH ADDITION**  
 TO THE CITY OF WEST FARGO, A REPLAT OF LOT 12, BLOCK 2, WEST FARGO THIRD ADDITION;  
 LOTS 1 & 2, BLOCK 1, WEST FARGO FOURTH ADDITION AND LOT 1, WEST FARGO EIGHTH ADDITION,  
 CASS COUNTY, NORTH DAKOTA.



- LEGEND**
- IRON MONUMENT FOUND
  - SET 5/8" DIA IRON WITH YELLOW PLASTIC CAP, 1981
  - ACCESS CONTROL

BASES OF REMAINS, WEST FARGO FOURTH ADDITION TO THE CITY OF WEST FARGO ACCORDING TO THE RECORDED PLAT THEREOF.

PLAT OF  
**WEST FARGO NINTH ADDITION**  
 TO THE CITY OF WEST FARGO, A REPLAT OF LOTS 1 AND 2, BLOCK 1, WEST FARGO FOURTH ADDITION  
 AND LOT 1, WEST FARGO EIGHTH ADDITION, CASS COUNTY, NORTH DAKOTA



**LEGEND**  
 ○ IRON MONUMENT FOUND  
 ○ SET 3/4" x 1/2" IRON WITH YELLOW PLASTIC CAP (PST)

BASE OF BEARING: WEST FARGO, FOURTH ADDITION TO THE CITY OF WEST FARGO ACCORDING TO THE RECORDED PLAT THEREOF.

**EASEMENT OF RECORD:**  
 L. MINNESOTA POWER COOPERATIVE ELECTRIC LINE EASE.  
 BOOK 2-2 OF REC., PAGE 243



## Regular Agenda Item #5



### City Commission Agenda Item Request

Please Note: The following information must be completed and submitted before noon on the Thursday preceding the City Commission Meeting. Failure to comply may delay action being taken on your request.

Office Use:

**Regular Agenda Item #:**

**Consent Agenda Item #:**

Agenda Item Information:

**Contact Name: \***

Aaron Mitchell

**Phone Number: \***

701-433-5302

**Email Address:**

**Date \***

2/15/2018

**Topic for Consent or Regular Agenda?**

Please select one option:

Consent Agenda

Regular Agenda

**Please Briefly Describe Your Request \***

Bid results for capital lease financing.

**Site Address or Legal Description (if applicable)**

**Action Being Requested from City Commission \***

Approval of low bid and to enter contract negotiations with Choice Financial.

**Upload Additional Documentation (Optional):**

RFP Capital Asset Bid Results.pdf

40.66KB

Choice Financial Capital Lease RFP.pdf

11.22MB



**OFFICIAL BID FORM  
TAX-EXEMPT LEASE PURCHASE TRANSACTION  
FOR CITY OF WEST FARGO, ND**

Transaction Size: \$700,000  
 Term: 5 years / 10 years (not to exceed useful life of asset)  
 Structure: Semi-annual, or monthly payments of principal and interest  
 in arrears.

Annual level debt service  
 Funds are estimated to be required in March, 2018.  
 First payment by Lessee will be in July, 2018.  
Proposers should provide their all-in cost of financing.

**I. FIXED RATE RESPONSE**

**Interest Rate:** 2.75 % This is a fixed rate bid that is good for the 45 days from the February 14 proposal due date to and including the timeline lease closing date of March 15. Specify the basis for the recalculation of the rate should the lease closing occur after March 15.

**Payment Structure:**

Total Principal Payment	\$	<u>700,000.00</u>
Issuance Cost	\$	<u>0.00</u>
Total financing	\$	<u>700,000.00</u>
Total Interest Cost Over Term	\$	<u>54,021.60</u>
Semi-annual Payment Amount	\$	<u>75,402.06</u>

\*subject to change

Firm Name Choice Financial Leaseing

Contact Person: Tim Sattler

Email Address: t.sattler@choicefinancialgroup.com

Telephone 701-738-4328



02-14-2018

City of West Fargo  
Bid Proposal for Capital Lease Financing

**A. Respondent's Contact Information**

**Tim Sattler**  
**Choice Financial Leasing**  
SVP - Commercial Leasing & Equipment Finance  
Grand Forks, ND 58201  
Direct 701.738.4328 or 888.275.6010  
Cell 701.330.0034  
Fax 701.746.9961  
[t.sattler@choicefinancialgroup.com](mailto:t.sattler@choicefinancialgroup.com)

**B. Professional Experience**

This will address the requirements in regards to pertinent information relating to the respondent's organization and experience to substantiate qualifications and capabilities to satisfy the requirements of the RFP.

- Choice Financial Leasing (formerly Midwest Leasing) has been conducting municipal lease financing transactions since 1985.
- Choice Financial Leasing is a DBA of Choice Financial Group which is a local a bank with over 1 billion dollars in assets and is a member of the Federal Reserve System with access to all reserve services.
- Choice Financial Group is a state chartered bank that is examined by state and federal FDIC agents and is FDIC insured. We are our own lending source and do not need to rely on outside sources for funding.
- Choice Financial Group is a North Dakota based regional bank that is head quartered out of Fargo ND and also has a branch in West Fargo, ND where we pay taxes and support the West Fargo community and it causes.
- We believe that since we are local, our service capacities to this lease contract will be second to none.
- After reviewing all the bid specifications, Choice Financial Leasing will be able to meet all the requirements.

## Lead staff person resume

- My name is Tim Sattler and I am currently the Senior Vice President of Commercial Leasing with Choice Financial Leasing. I have been the department head for two years. It is important to note that Choice Financial Leasing is very familiar with the City of West Fargo and its processes. I had the privilege to pilot a municipal lease contract with six motor graders in 2016 with the City of West Fargo worth \$1,649,755.00. This deal was done with Butler Equipment.
- Before joining Choice Financial Leasing, I spent over 19 years with RDO Equipment as a John Deere industrial equipment salesperson covering nine counties in the state of North Dakota with a focus on large major accounts in the state of Minnesota. During these 19 plus years, I have attended numerous equipment bids and meetings mostly dealing with municipalities. I also assisted numerous municipalities with their budgeting processes dealing with capital purchases and finance options. I have a strong grasp of the many intricacies and processes of what it takes to execute a contract with a municipality. If the City of West Fargo would like a list of municipalities that we have done business with, we will happy to provide that list.
- My equipment background allows me to understand equipment types, applications, equipment operating costs, and life cycles of the equipment.

## C. Proposal Statement

- Choice Financial Leasing confirms that it understand and all the terms and conditions required of the RFP.

## D.) Original Copies of all documents required to execute financing

- Attached are copies of all the required documents to execute financing lease contract.

Thank you for your consideration,



### **Tim Sattler**

SVP - Commercial Leasing & Equipment Finance

Grand Forks, ND 58201

Direct 701.738.4328 or 888.275.6010

Cell 701.330.0034

Fax 701.746.9961

choicefinancialgroup.com

# GOVERNMENTAL LEASE

Lessor

## Choice Financial Leasing

1697 42<sup>nd</sup> St S  
Grand Forks, ND 58201  
(701) 746-6010

**LEASE NUMBER**  
**S####**

City of West Fargo

800 4th Ave E Ste 1

Vendor

Address

**LESSEE** West Fargo ND 58078-2099

**SUPPLIER** Address

**EQUIPMENT LOCATION:** ADDRESS West Fargo, North Dakota

QUANTITY	EQUIPMENT DESCRIPTION: Model No., Catalog No., or other Identification	SERIAL NO.
5	International 7400 Serial No. ##### International 7400 Serial No. ##### M Series Cat Grader Serial No. ##### Grapple Truck Serial No. ##### Pickup/Plow/Sander Serial No. #####  Together W/All Accessories thereto; Substitutions therefore, Replacements and Products thereof.	Serial No. #### Serial No. #### Serial No. #### Serial No. #### Serial No. ####

LEASE TERM	TOTAL EQUIPMENT	RENT DUE	NO./AMOUNT OF RENT PAYMENTS	SECURITY DEPOSIT
5 Years	COST \$700,000.00	<input type="checkbox"/> Monthly <input type="checkbox"/> Annually <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Semi-Annual	Semi-Annual payments in the amount of \$75,402.06 beginning on 09/30/2018 and ending on 03/31/2023 See Payment Schedule attached and made a part hereof.	\$0.00 per lease

**PURCHASE OPTION (Check One) (If no box is checked, a purchase option is not available.)**

The Equipment may be purchased upon expiration of the above lease term for \$1.00, as provided in the attached Addendum.

The Equipment may be purchased upon expiration of the above lease term for its then fair market value, as provided in the attached Addendum.

Other -- as provided in the attached Addendum. **ALL APPLICABLE SALES TAXES, TITLE TRANSFERS AND LICENSING FEES ARE BEING PAID UP FRONT TO THE APPROPRIATE PARTIES.**

**ADDITIONAL TERMS AND CONDITIONS: NO PREPAYMENT PENALTY**

1. **COMMENCEMENT DATE OF LEASE.** The term of this Lease shall commence on the later of (1) the date the Lessee accepts the Equipment by signing the delivery and acceptance receipt or (2) the date on which the Lessor executes this Lease.
2. **WARRANTIES.** LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE MERCHANTABILITY OF, OR THE FITNESS OR SUITABILITY OF THE EQUIPMENT FOR ANY PURPOSE OR USE, OR WITH RESPECT TO ITS DURABILITY. Lessee acknowledges that the Equipment is of a type, size, design and capacity selected solely by lessee as suitable for its purpose. LESSOR DISCLAIMS ANY WARRANTY AGAINST INFRINGEMENT OR THE LIKE OR INTERFERENCE WITH LESSEE'S ENJOYMENT OF ITS LEASEHOLD INTEREST EXCEPT INTERFERENCE DUE TO AN ACT OF LESSOR. Any warranties, representations, or guarantees made by the supplier or manufacturer of the equipment extend to the Lessee to the extent of Lessee's leasehold interest. LESSOR ASSUMES NO RESPONSIBILITY FOR OR LIABILITY FOR ANY SUCH WARRANTIES, REPRESENTATIONS, OR GUARANTEES OF THE SUPPLIER. Lessor leases the Equipment "AS IS" and "WITH ALL FAULTS."
3. **STATUTORY FINANCE LEASE.** Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, the Equipment described in this Lease. Lessee agrees and acknowledges that it is the intent of both parties to this Lease that it qualify as a statutory finance lease under Chapter 41-02.1 of the North Dakota Century Code. Lessee acknowledges and agrees that Lessee has selected both the Equipment and the Supplier from whom Lessor is to purchase the Equipment, that Lessor has not selected either the Equipment or the supplier, and that Lessor has not manufactured or supplied the Equipment. Lessor shall acquire the Equipment to be leased hereunder solely for the purposes of this Lease. **LESSEE IS ADVISED THAT IT IS ENTITLED TO ANY PROMISES OR WARRANTIES, INCLUDING THOSE FROM THE SUPPLIER CHOSEN BY LESSEE AND THAT LESSEE SHOULD CONTACT THE SUPPLIER OF THE EQUIPMENT FOR A DESCRIPTION OF ANY SUCH WARRANTIES, PROMISES, DISCLAIMERS, OR LIMITATION OF REMEDIES MADE BY THE SUPPLIER.**
4. **ASSIGNMENT: OFFSET.** Without Lessor's prior written consent, Lessee shall not (a) assign, sell, transfer, pledge, hypothecate, or otherwise dispose of this Lease, the Equipment, or any interest in either the Lease or the Equipment, or (b) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign the Lease and/or the Equipment and any interest therein, and any related documents, in whole or in part, without notice to Lessee. Lessee agrees to Lessor's assignments and states that the assignment shall not be a materially adverse burden on Lessee. Each such assignee shall have all of the rights, but none of the obligations of Lessor under this Lease. Lessee shall not assert against Lessor's assignee any defense, counterclaim, or offset that Lessee may have against Lessor. Subject to the foregoing, this Lease is binding upon and inures to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
5. **RENT.** Lessee shall pay as rent for the full term of this Lease the amount shown in this Lease or any related Schedule, and a portion of each rent payment is paid as, and represents the payment of interest, and the attached Schedule sets forth the interest component of each rental payment. Except as provided in Section 6, the rental payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim or recoupment for any reason whatsoever.
6. **NON-APPROPRIATION OF FUNDS.** If Lessee periodically requests from its legislative body or funding authority funds to be paid to Lessor under this Lease and, notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not approve funds to be paid to Lessor for the Equipment, Lessee may, upon prior written notice to Lessor effective 60 days after the giving of such notice or upon the exhaustion of the funding authorized for the then current appropriation period, whichever is later, return the Equipment to Lessor at Lessee's expense and thereupon be released of its obligation to make all rental payments to Lessor due thereafter, provided: (i) the Equipment is returned to Lessor freight prepaid and insured to any location in the continental United States designated by Lessor in the same condition as when first delivered to Lessee, reasonable wear and tear resulting solely from authorized use thereof excepted, (ii) the foregoing notice states the failure of the legislative body or funding authority to appropriate the necessary funds as reason for cancellation, and (iii) the notice is accompanied by payment of all amounts then due to Lessor under this Lease. In the event Lessee returns the Equipment pursuant to the terms of this Section 6, Lessor shall retain all sums paid hereunder by Lessee, including any security deposit paid hereunder, and in addition, Lessee shall pay to Lessor the termination charge, if any, specified in the applicable Schedule hereto. To the extent permitted by law, if the provisions of this Section 6 are utilized by Lessee, Lessee agrees not to purchase, lease or rent equipment performing functions similar to those performed through the use of the Equipment, or to obtain from any source the services or information which the Equipment was to perform or provide, for the balance of the appropriation period following Lessee's exercise of its

termination right hereunder. This Section will not be construed so as to permit Lessee to terminate this Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the same application for which the Equipment is intended.

7. **REPRESENTATIONS AND WARRANTIES OF LESSEE.** Lessee represents and warrants and, so long as this Lease is in effect or any part of Lessee's obligations to Lessor remain unfulfilled, shall continue to warrant at all times, that: (a) Lessee is a State, a Territory or a possession of the United States, the District of Columbia, or a political subdivision of any of the foregoing within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, and Treasury Regulations and Rulings related thereto. If Lessee is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect; (b) Lessee has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto) to execute and deliver this Lease and each Supplement and to carry out its obligations hereunder; (c) All requirements have been met, and procedures have occurred in order to insure the enforceability of this Lease, and Lessee has complied with such public bidding requirements, if any, as may be applicable to the transactions contemplated by this Lease; (d) The Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee; (e) Lessee has funds available to pay rent until the end of its current appropriation period, and it will request funds to make payments in each appropriation period, from now until the end of the term of this Lease; (f) This Lease constitutes a valid, legal and binding obligation of Lessee enforceable against Lessee in accordance with the respective terms hereof; (g) This Lease is not arbitrage bond for purposes of Section 148 of the Internal Revenue Code of 1986, as amended, and Lessor and its assigns are entitled to treat the interest portion of the payments to be made hereunder as exempt from federal income taxes under Section 103(a) of the Internal Revenue Code of 1986, as amended; (h) Lessee shall maintain records relating to the Lessor and its assigns sufficient to comply with the registration requirements of Section 149(a) of the Internal Revenue Code of 1986, as amended; (i) Lessee will not issue tax exempt obligations (not including "private activity bonds" as defined in Section 141 of the Internal Revenue Code of 1986, as amended) in an aggregate amount in excess of \$10,000,000 during the calendar year in which this Lease term commences, and this Lease is designated as a qualified tax exempt obligation for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986 relating to deductibility of interest by financial institutions; (j) This Lease is not and shall not become a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended; and (k) Lessee shall comply with all provisions of the Internal Revenue Code of 1986 which are necessary to preserve the tax exempt status of the interest component of the payments made and to be made under this Lease, including, without limitation, the investment and rebate provisions of Section 148, the prohibition against federal guaranties under Section 149(b) and the information reporting requirements of Section 149(e).

8. **USE OF EQUIPMENT.** Lessee acknowledges that the Equipment is to be used solely for commercial, or business purposes and is not to be used for personal, family, or household purposes. Lessee shall use the Equipment only at Lessee's address stated above unless it otherwise notifies Lessor in writing. Lessee may not move or transfer the Equipment without the prior written consent of Lessor.

9. **SUPPLIER NOT AN AGENT.** Lessee understands and agrees that the Supplier, and any agents, employees, contractors, or salesmen of the Supplier (all hereinafter called the "Supplier") are **NOT** agents of Lessor. The Supplier shall have no authority, right, or power to make representations on behalf of Lessor or to bind Lessor. The Supplier may not alter, modify, or waive any terms contained in this Lease. No promises, words, actions, representations, or other expressions by the Supplier may affect the terms of this Lease, or affect Lessee's duties to pay rent hereunder.

10. **NON-CANCELABLE LEASE; TERMINATION; EARLY PAY-OFF.** LESSEE MAY NOT CANCEL, TERMINATE OR REPUDIATE THIS LEASE EXCEPT AS EXPRESSLY PROVIDED HEREIN and Lessee's promises and duties hereunder become irrevocable and independent. This Lease may only be terminated as follows: (a) by mutual agreement signed by both parties in writing; or (b) by Lessor upon an event of default as set forth in paragraph 18. This Lease may not be paid in full in advance except by paying the total of the sum of the lease payments remaining under the Lease.

11. **ORDERING EQUIPMENT.** Lessee requests Lessor to purchase the above described Equipment from Supplier and to lease the Equipment to Lessee upon the terms and conditions of this Lease. Lessee understands that upon Lessor's acceptance of this Lease, Lessor has or will order the Equipment from the Supplier for the sole purpose of allowing Lessee to rent the Equipment pursuant to this Lease. Lessee agrees to promptly arrange for delivery and installation of the Equipment so it can be accepted in accordance with Paragraph 9 hereof. Lessee hereby authorizes Lessor to insert in this Lease the serial numbers, and other identification data of Equipment when determined by Lessor.

12. **DELIVERY AND ACCEPTANCE.** Lessee shall inspect the Equipment promptly after it is delivered to Lessee. Lessee shall furnish Lessor a signed Delivery and Acceptance Receipt, supplied by Lessor, within 10 days of delivery of Equipment or Lessee shall notify Lessor within the ten day period, in writing, of any nonconforming or defective Equipment, itemizing any such nonconformance or defects. Failure to so notify Lessor within 10 days shall result in Lessee's acceptance of the Equipment. By accepting the Equipment, Lessee certifies that: (a) Lessee has fully inspected the Equipment, (b) the Equipment is all of the Equipment referred to in this Lease, (c) the Equipment is in good condition and repair, (d) Lessee has accepted the Equipment, and (e) Lessee irrevocably approves the payment of the invoice of the supplier pertaining to the Equipment. Nothing contained in this Lease shall impose upon Lessor any duty of delivery of the Equipment or installation thereof or maintenance with respect thereto.

13. **MAINTENANCE, REPAIRS, ALTERATIONS.** Lessee, at its expense, shall keep the Equipment in good working condition and repair and furnish all labor, parts, mechanisms, and devices required therefore. Lessee shall use Equipment in a careful and lawful manner. Lessee shall not make any alterations, additions, or improvements to Equipment without Lessor's prior written consent. All additions, repairs, replacement parts, accessories, or improvements made to Equipment shall become a component part thereof and title thereto shall be immediately vested in Lessor and shall be included under the terms hereof. Any such additions, repairs, replacement parts, accessories, or improvements made to Equipment shall not be removed without Lessor's prior written consent.

14. **SURRENDER.** At the expiration or other termination of this Lease or upon demand by Lessor made pursuant to Paragraph 19 hereof, Lessee, at its expense, shall immediately return the Equipment in as good condition as received less normal wear, tear, and depreciation, by delivering it to such place as Lessor may specify.

15. **LOSS OR DAMAGE.** Lessee shall at all times after delivery of the Equipment bear the entire risk of loss, theft, damage or destruction of the Equipment from any cause whatsoever, and no loss, theft, damage or destruction of the Equipment shall relieve Lessee of the obligation to pay rent or to comply with any other obligation under this Lease. In the event of damage to any part of the Equipment, Lessee shall immediately place the same in good repair at Lessee's expense. If Lessor determines that any part to the Equipment is lost, stolen, destroyed, or damaged beyond repair, Lessee shall, at Lessee's options, do one of the following: (a) Replace the same with like equipment in good repair, acceptable to Lessor; or (b) Pay Lessor in cash the following: (i) all amounts due by Lessee to Lessor under this Lease up to the date of the loss; (ii) the accelerated balance of the total amounts due for the remaining term of this Lease attributable to said item; and (iii) the Lessor's estimate as of the time this Lease was entered into of Lessor's residual interest in the Equipment. Upon Lessor's receipt of payment as set forth in this paragraph, Lessee shall be entitled to whatever interest the Lessor has in the Equipment. If insurance proceeds are used to fully comply with this subparagraph, any remaining balance of such proceeds shall go to Lessee. Lessor shall not be liable for any loss of use of the Equipment.

16. **INSURANCE. (SELF INSURED)** Lessee shall, at its own expense, insure the Equipment at all times against all hazards requested by Lessor including but not limited to fire, theft, and extended coverage perils insurance, and such policies shall be payable to Lessee and Lessor as their interest may appear. In addition, Lessee shall, at its own expense, carry occurrence type public liability insurance with respect to the Equipment and the use thereof in such amounts and with such insurers as are reasonably satisfactory to Lessor, as to form, amount, and insurer and shall provide for at least thirty (30) days written notice to Lessor of any modification, request for termination, or cancellation of coverage. Such insurance policies or certificates thereof shall be delivered by Lessee to Lessor.

17. **LIENS, TAXES.** Lessee agrees to pay, and to indemnify and hold Lessor harmless from, all license fees, assessments, and sales, use, property, excise and other taxes and charges (other than federal income taxes and taxes imposed by any other jurisdiction which are based on, or measured by, the net income of Lessor) imposed upon or with respect to (a) the Equipment or any part thereof arising out of or in connection with the shipment of Equipment or the possession, ownership, use or operation thereof, or (b) this Agreement or the consummation of the transactions herein contemplated. Lessor shall prepare and file any and all returns required in connection with the obligations which Lessee has assumed under this section, except such filings as Lessor may, at its option, direct Lessee to make. Each party shall upon request furnish the other a copy of any such filing made or governmental invoice received covering such obligations. Lessee further agrees to assume liability for, and to indemnify and hold Lessor harmless against, all claims, costs, expenses, damages and liabilities arising from or pertaining to the manufacture, assembly, installation, ownership, use, possession and operation of the Equipment, including, without limitation, latent and other defects, whether or not discoverable by Lessee or any other person, any expense, liability or loss directly or indirectly related to or arising out of any injury to any person or tangible or intangible property, whether arising from negligence or under any theory of strict or absolute liability or any other cause, or any claim for patent or copyright infringement, together with all legal fees and expenses reasonably incurred by Lessor in connection with any liability asserted against it, whether groundless or otherwise. Lessee shall, and shall cause all other persons, if any, operating or in possession of the Equipment, to comply at all times and in all respects with all laws and regulations (whether federal, state, or local and whether statutory, administrative, judicial, or other) and with every lawful governmental order (whether administrative or judicial) pertaining to the operation and use of the Equipment and, without limiting the generality of the foregoing, will, and will cause each such person to, (i) operate and use the Equipment in compliance with all environmental laws and handle all hazardous materials in compliance therewith, and (ii) comply with and keep in full effect each approval, certification, license, permit, or

other authorization required by any environmental law for the conduct of any activity upon or within the Equipment, and will indemnify Lessor from and against any and all liabilities and any and all fees, costs and expenses arising out of use of the Equipment.

18. LESSOR'S PERFORMANCE OF LESSEE'S OBLIGATIONS. If Lessee fails to duly and properly perform any of its obligations under this Lease with respect to the Equipment, Lessor may (at its option) perform any act or make any payment which Lessor deems necessary for the maintenance and preservation of the Equipment and Lessor's title thereto, including but not limited to payment for satisfaction of liens, repairs, taxes, levies, and insurance and all sums so paid or incurred by Lessor, together with interest, and any reasonable costs or expenses, including legal fees incurred by Lessor in connection therewith shall be additional rent under this Lease and payable by Lessee to Lessor on demand. The performance of any act or payment by Lessor as aforesaid shall not be deemed a waiver or release of any obligation or default on the part of Lessee.

19. INDEMNITY. Lessee assumes the risk of liability arising from or pertaining to the possession, operation, or use of the Equipment. Lessee agrees to indemnify, hold harmless and defend Lessor from and against any and all claims, costs, expenses, damages, liabilities, and attorney fees arising from or pertaining to the use, possession, or operation of the Equipment.

20. SERVICE CHARGE AND INTEREST. Whenever any payment is not made by Lessee in full when due hereunder, Lessee agrees to pay Lessor, not later than one (1) month thereafter, an amount equal to the lesser of \$15 or fifteen percent (15%) of the full scheduled payment, but only to the extent allowed by law. Such amount shall be payable in addition to all amounts payable by Lessee as a result of exercise of any of the remedies herein provided.

21. DEFAULT. Lessee shall be in default if: (a) Lessee shall fail to make any payment due under the terms of this Lease for a period of 10 days from the due date thereof; (b) Lessee shall fail to observe, keep, or perform any provision of this Lease, and such failure shall continue for a period of 10 days; (c) Lessee has made any misrepresentation, misleading or false statement in connection with application for or performance of this lease, including but not limited to any statement contained in this Lease; (d) The Equipment or any part thereof shall be subject to any lien, levy, seizure, assignment, transfer, bulk transfer, encumbrance, application, attachment, execution, sublease, or sale without prior written consent of Lessor, or if Lessee shall abandon the Equipment or permit any other entity or person to use the Equipment without the prior written consent of Lessor; (e) Lessee dies, ceases to exist or do business, becomes insolvent, files or has filed against it a petition for relief under the bankruptcy laws, has a petition filed against it for the appointment of a receivership or is under a receivership; (f) Lessee defaults under any other agreement it has with Lessor or any other affiliate or parent of Lessor; (g) Lessor deems itself insecure; (h) Lessee transfers a substantial portion of its assets other than in the normal course of business or enters into a merger, consolidation or other combination without the prior consent of Lessor; or (i) Any guarantor of this Lease defaults on any obligation to Lessor or any of the above listed events of default occur with respect to any guarantor; (j) Lessee and/or a Guarantor shall be in default under any other agreement at any time executed with Lessor or any affiliate or parent of Lessor.

22. REMEDIES. If Lessee is in default, Lessor, with or without notice to Lessee shall have the right to exercise any one or more of the following remedies concurrently or separately, and without any election of remedies being deemed to have been made: (a) Lessor may enter upon Lessee's premises and without any court order or the process of law may repossess and remove the Equipment, or render the Equipment unusable without removal. Lessee hereby waives any trespass or right of action for damages by reason of such entry, removal, or disabling. Any such repossession shall not constitute a termination of this Lease unless Lessor so notifies Lessee in writing; (b) Lessor may require Lessee, at its expense, to return the Equipment in good repair, ordinary wear and tear resulting from proper use thereof alone accepted, by delivering it, packed and ready for shipment, to such place or carrier as Lessor may specify; (c) Lessor may cancel or terminate this Lease and may retain any and all prior payments paid by Lessee; (d) Lessor may declare all sums due and to become due under this Lease immediately due and payable and recover from Lessee the sum of all unpaid rents and other payments due under this Lease then accrued, all accelerated future payments due under this Lease, plus Lessor's estimate at the time this Lease was entered into of Lessor's residual interest in the Equipment, less the net proceeds of disposition, if any, of the Equipment; (e) Lessor may re-lease the Equipment to any third party upon such terms and conditions as Lessor alone shall determine, or may sell the Equipment at private or public sale, at which sales Lessor may be the purchaser; and (f) Lessor may pursue any other remedy available to it in law or equity. No right or remedy herein conferred upon or reserved to Lessor is exclusive of any other right or remedy herein, but each shall be cumulative of every other right or remedy given herein or now or hereafter existing by law or equity or by statute or otherwise, and may be enforced concurrently therewith or of from time to time. No single or partial exercise by Lessor of any right or remedy hereunder shall preclude any other or further exercise of any right or remedy.

23. LESSOR'S EXPENSES. Lessee shall pay Lessor all costs and expenses, including reasonable attorney's fees, the fees of collection agencies, and other expenses such as telephone and fax charges incurred by Lessor in enforcing any of the terms, conditions, or provisions hereof.

24. OWNERSHIP: PERSONAL PROPERTY. Equipment is, and shall at all times remain, the property of Lessor, and Lessee shall have no right, title, or interest therein or thereto except as expressly set forth in this Lease. Equipment is, and shall at all times be and remain personal property, notwithstanding that Equipment or any part thereof may be affixed or attached to real property or any building thereon. To the extent that this Lease may be construed as transferring ownership of the Equipment, Lessee grants to Lessor a security interest in the Equipment. Lessor is authorized to file UCC Financing Statements signed only by the Lessor in accordance with the Uniform Commercial Code or signed by the Lessor as Lessee's Attorney in Fact to protect its interests. The filing of a Financing Statement shall not be interpreted as an intent to transfer ownership to Lessee.

25. NOTICES. Service of all notices under this Lease shall be sufficient if given personally or mailed to the party involved at its respective address set forth above, or at such other addresses as said party may provide in writing from time to time. Any such notice mailed to said address shall be effective when deposited in the United States mail, certified or registered, return receipt requested, duly addressed and with postage prepaid.

26. SECURITY DEPOSIT. When the within Lease provides for security deposit, Lessor may, but shall not be obligated to, apply the security deposit to cure any default of Lessee hereunder in which event Lessee shall promptly restore the security deposit to the full amount specified above. Lessee hereby grants Lessor a security interest in any security deposit.

27. SEVERABILITY. If any provision of this Lease or the application thereof to any party or circumstance is held invalid or unenforceable, the remainder of this Lease and the application of such provisions to other parties or circumstances will not be affected thereby and to this end the provisions of this Lease are declared severable.

28. MISCELLANEOUS. Lessee shall provide Lessor with such documents as Lessor shall request from time to time to effectuate this Lease or to protect Lessor's interest hereunder. If more than one Lessee is named in this Lease, the liability of each shall be joint and several. Titles to the paragraphs of this Lease are solely for convenience and are not intended for interpretation of construction of this Lease. This Lease shall be governed by and construed in accordance with the laws of the State of North Dakota. Lessee agrees that any actions or proceedings to which Lessor is a party arising directly or indirectly from this Lease, shall be litigated in any state or federal court having situs within the State of North Dakota and that said court shall have jurisdiction thereof.

29. AMENDMENTS, WAIVERS, AND MODIFICATION. This Lease and any Schedules hereto constitute the entire agreement between Lessee and Lessor with respect to the Equipment which is the subject matter of this Lease. No expressed or implied waiver by Lessor of any event of default hereunder shall in any way be construed to be a waiver of any future or subsequent event of default whether similar in kind or otherwise. **No provision of this Lease can be waived, modified, terminated, or otherwise revised except by the written consent of Lessor.**

30. REGULATION DISCLOSURE NOTICE: Midwest Leasing, Inc. is Licensed and Regulated by The Department of Financial Institutions, 2000 Schafer St., Suite G, Bismarck, ND 58501-1204. The Department of Financial Institutions has not passed on the merits of the contract and licensing does not constitute an approval of the terms or of Midwest Leasing's ability to arrange any lease/loan. Complaints regarding the services of Midwest Leasing, Inc. should be directed to the Department of Financial Institutions.

This Lease shall not be binding on Lessor until it has been accepted and executed by an officer of Lessor. Accepted by Choice Financial Leasing

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

LESSEE'S SIGNATURE: (Acknowledging Paragraph 26)

X \_\_\_\_\_

Note: Lessee must sign above in addition to signing below.

LESSEE: City of West Fargo

SIGNATURE: X \_\_\_\_\_

TITLE: X \_\_\_\_\_

DATE: X \_\_\_\_\_



**CERTIFICATE OF DELIVERY AND ACCEPTANCE**

The City of West Fargo (Lessee) hereby acknowledges that the Equipment described in Lease No. S##### between Choice Financial Leasing (Lessor) and Lessee has been received in good condition and repair, has been inventoried and fully inspected by Lessee and the Equipment is all the equipment described in the Lease. Lessee hereby accepts the Equipment as satisfactory in all respects for the purpose of said Lease.

Lessee irrevocably approves the payment of the invoice of the Supplier pertaining to the Equipment and will make payments to Lessor or its order pursuant to the terms of the Lease. Lessee agrees that any rights it may have against the supplier or manufacturer of the Equipment will not be asserted as an abatement, set-off, counterclaim, defense or any deduction whatsoever against Lessor. Lessee agrees that the Equipment has not been delivered or accepted on a trial basis.

By signature below Lessee authorizes Lessor to make payment to the Supplier of the Equipment.

**DATE OF ACCEPTANCE**                      **LESSEE:** The City of West Fargo

X03/31/2018

X  
By \_\_\_\_\_

X  
Title \_\_\_\_\_

**DESCRIPTION and Serial Number(s) of  
PROPERTY DELIVERED AND ACCEPTED:**

- International 7400 Serial No. #####
- International 7400 Serial No. #####
- M Series Cat Grader Serial No. #####
- Grapple Truck Serial No. #####
- Pickup/Plow/Sander Serial No. #####

Together W/All Accessories thereto; Substitutions therefore, Replacements and Products thereof.

**OPTION TO PURCHASE  
ADDENDUM TO LEASE NO. S####**

This **ADDENDUM TO LEASE** is entered into by and between Choice Financial Leasing (“Lessor”) and The City of West Fargo (“Lessee”) on the date last set forth below and supplements the above lease between Lessor and Lessee (the “Lease”). The Lease is for certain personal property described in the Lease (The “Equipment”). Lessor and Lessee now desire to provide the Lessee with an option to purchase the Equipment described in the Lease pursuant to the terms hereof.

NOW, THEREFORE, for valuable consideration, the Lessor hereby grants to the Lessee the option to purchase the Equipment upon the timely and complete performance of all of the terms and conditions set forth herein. The purchase price to be paid to the Lessor for the Equipment shall be \$1.00.

To exercise its option, Lessee shall give Lessor written notice of its intent to purchase the Equipment within twenty days of Lessee’s timely and complete performance of all of the terms and conditions of the Lease by Lessee. Lessee shall pay the purchase price, including all sales and use taxes due thereon, within ten days of the notice of its intent to purchase the Equipment.

Upon delivery of notice and payment by Lessee as set forth herein, the Lessor will execute and deliver a bill of sale for the Equipment. The Bill of Sale shall reflect that the Equipment is sold “AS IS” and without any warranties.

It is agreed that no modification of the Option to Purchase shall be binding upon the parties or either of them unless such modification shall be in writing and executed by the parties hereto. This Option to Purchase shall be governed by and construed in accordance with the laws of the State of North Dakota. All other provisions of the Lease, not in conflict hereof, shall remain in full force and effect.

Choice Financial Leasing  
(Lessor)

The City of West Fargo  
(Lessee)

By \_\_\_\_\_

By **X** \_\_\_\_\_

Title \_\_\_\_\_

Title **X** \_\_\_\_\_

Date \_\_\_\_\_

Date **X** \_\_\_\_\_

## LEGAL OPINION

Ladies and Gentlemen:

As counsel for The City of West Fargo ("Lessee"), I have examined the lease between the Lessee and Choice Financial Group ("Lessor"), dated as of 03/31/2018 ("Agreement"), and such other documents, instruments and records as I have considered relevant. Based upon such examination, and such research and investigation as I deemed necessary, I am of the opinion that:

1. Lessee is a State or political subdivision thereof, or Lessee's obligation under the Agreement constitutes an obligation issued on behalf of a State or political subdivision thereof, and that the interest component of the payments to be made under said Agreement is exempt from Federal income taxes under Section 103 of the Internal Revenue Code as amended, and that said Agreement and all terms and provisions thereof are authorized by the Constitution, laws and regulations of the applicable State, and governing the activities of Lessee, and Lessee has the power and authority to enter into this transaction contemplated by the Agreement and to carry out its obligation thereunder.

2. That the Agreement has been duly authorized, executed and delivered by the Lessee in accordance with all laws, rules, regulations and ordinances, and in conformity with all legal procedures governing the transaction contemplated by the Agreement, and the Agreement constitutes a valid and binding agreement enforceable in accordance with its term and represents a valid, deferred payment obligation for the amounts and in the manner those amounts are to be paid as set forth therein.

3. No approval, consent or withholding of objection is required from any governmental body or authority or any other person, firm or corporation with respect to the entering into or performance by Lessee of the terms of the Agreement and the transaction contemplated thereby, or if any such approval is required, it has been obtained.

4. That the entering into and performance of the Agreement will not violate any judgment, order, law or regulation applicable to Lessee, or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee, or on the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which the Lessee is a party, or by which it or its assets may be bound.

5. There are no actions, suits or proceedings pending or to the knowledge of the Lessee or the undersigned, threatened against or affecting the Lessee in any court or before any governmental commission, board or authority which, if adversely determined, will have a materially adverse effect on the ability of Lessee to perform its obligation under the Agreement.

6. The Lessee has been allotted funds and sufficient funds have been appropriated lawfully and in accordance with all procedures applicable thereto for the payment of lease payments during the first fiscal period of the Agreement.

7. Under existing regulations of the Internal Revenue Code, the indebtedness of Lessee is not an arbitrage bond within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended.

8. The Agreement is not a private activity bond within the meaning of Section 141 of the Internal Revenue Code of 1986 and the Lease has been designated by the Lessee as a qualified tax exempt obligation for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986.

Very truly yours,

---

Counsel for Lessee

# CHOICE FINANCIAL LEASING

## AGREEMENT TO PROVIDE INSURANCE

**Lessee:** City of West Fargo  
800 4<sup>th</sup> Ave E Ste 1  
West Fargo, ND 58078

**Lessor:** Choice Financial Leasing.  
1697 42<sup>nd</sup> St S  
Grand Forks, ND 58201

**INSURANCE REQUIREMENTS:** I, ("Lessee"), understand that insurance coverage is required in connection with the Lease provided to me by Lessor. These requirements that are set forth in the Lease documents. The following minimum insurance coverage must be provided on the following described Leased Property.

International 7400 Serial No. #####  
International 7400 Serial No. #####  
M Series Cat Grader Serial No. #####  
Grapple Truck Serial No. #####  
Pickup/Plow/Sander Serial No. #####

Together W/All Accessories thereto; Substitutions therefore, Replacements and Products thereof.

**TYPE:** Comprehensive insurance coverage including, but not limited to, fire, theft, and liability. Liability coverage must provide coverage for bodily injury and property damage, as required in the Lease Agreement.  
**AMOUNT:** Full insurable value.  
**BASIS:** Replacement value.  
**ENDORSEMENTS:** Loss payable clause to the Assignee and additional named insured clause to the Lessor, with stipulation that coverage will not be canceled or diminished without a minimum of (10) days' prior written notice to Lessor or Assignee.

**INSURANCE COMPANY:** I may obtain insurance from any insurance company I may choose that is reasonably acceptable to Lessor or Assignee. I understand that credit may not be denied solely because insurance was not purchased through Lessor or Assignee.

**FAILURE TO PROVIDE INSURANCE:** I agree to deliver to Lessor or Assignee, if listed, thirty (30) days from the date of this Agreement, the required insurance as provided above. I acknowledge and agree that if I fail to provide any required insurance or fail to continue such insurance in force, Lessor or Assignee may do so at my expense as provided in the application Lease document. The cost of any such insurance shall be added to the indebtedness as provided in the Lease documents. I ACKNOWLEDGE THAT IF LESSOR OR ASSIGNEE SO PURCHASES ANY SUCH INSURANCE, THE INSURANCE WILL PROVIDE LIMITED PROTECTION AGAINST PHYSICAL DAMAGE TO THE LEASED PROPERTY. IN ADDITION, THE INSURANCE WILL NOT PROVIDE ANY PUBLIC LIABILITY OR PROPERTY DAMAGE INDEMNIFICATION AND WILL NOT MEET THE REQUIREMENTS OF ANY FINANCIAL RESPONSIBILITY LAWS.

**AUTHORIZATION:** For purposes of insurance coverage on the Leased Property, I authorize Lessor or Assignee to provide to any person (including any insurance agent or company) all information Lessor or Assignee deems appropriate, whether regarding the Leased Property, the Lease or other financial accommodations, or both.

**I ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT TO PROVIDE INSURANCE AND AGREE TO ITS TERMS. THIS AGREEMENT DATED: 3/31/2018**

Insurance Agent's Name: \_\_\_\_\_ Insurance Company Phone: \_\_\_\_\_  
Insurance Company Name: \_\_\_\_\_  
Insurance Address: \_\_\_\_\_

("Lessee") is obtaining a lease from Midwest Leasing, Inc. Please send the appropriate evidence of insurance to Choice Financial Leasing, and, if listed, Assignee, together with the requested endorsements, on the property listed above, which is leased property from Choice Financial Leasing. Please reference Lease S#### on the insurance certificate.

**LESSEE SIGNATURE: X** \_\_\_\_\_

# Choice Financial Leasing

## INVOICE

City Of West Fargo  
800 4th Ave E Ste 1  
West Fargo ND 58078-2099

---

**Date: 03/31/2018**

**Lease S#####**

<u>Documentation and Filing Fee:</u>	<u>\$00.00</u>
<b>Total Due:</b>	<b>\$00.00</b>

1697 42<sup>nd</sup> St S - Grand Forks, ND 58201 - Phone #701-746-6010

APPENDIX A

Term Sheet and Bid Form

TERM SHEET  
CAPITAL LEASE PURCHASE TRANSACTION FOR  
CITY OF WEST FARGO, ND

This term sheet is a summary of the terms for this financing and is not intended to be a complete description. Please refer to information provided in this RFP and its three Appendices for additional information.

Lessee:	City of West Fargo
Total Transaction Size:	\$700,000
Structure:	Tax-Exempt Capital Lease Subject to Appropriation Level Debt Service
Rating:	Unrated
Method of Sale:	Private Placement
Term:	5 years / 10 years (not to exceed life of asset)
Credit Enhancement:	None
Security:	The equipment
*Use of Proceeds:	The proceeds will be used to finance capital purchases such as heavy equipment and vehicles for Public Works operations. A detailed description of the equipment to be acquired is contained in Appendix C.

\* Subject to change

It is anticipated that the selection of a firm will be completed by February 19, 2018. The following are approximate key dates in connection with the lease financing. Actual dates will be set by the City and may be altered or extended, as the City deems in its best interests.

**RFP Timeline \***

RFP issued by the City	January 29, 2018
Deadline for RFP questions (2:00 PM CST)	February 7, 2018
Proposals Due (2:00 PM CST)	February 14, 2018
City Commission Awards Finalist	February 19, 2018
Submit proposed contract to City Commission	March 5, 2018
Lease Closing on or before	March 15, 2018

\* Each date is subject to change. Check website for latest schedule.

**Transaction Description:**

This transaction for \$700,000 will be an advanced funded transaction with a portion of the proceeds to be disbursed directly to the City for capital assets purchased prior to lease closing date and the remaining portion to be placed in an escrow account(s) to be held until final submittal to vendors has been paid by the City. For equipment that has been purchased and paid for by the City prior to Lease Closing, the City will submit invoices and payment documentation in order to receive the direct disbursement of proceeds. The City will make semi-annual, or monthly principle and interest payments on the lease financing directly to the Investor; and the first principal and interest payment will be due in July, 2018.

Please attach the bid form and an amortization schedule for \$700,000 to complete the documentation.

The successful Respondent will be required to provide an investor representation letter at the time of closing. A proposed form of the Investor Representation Letter is contained in Appendix B.

OFFICIAL BID FORM  
TAX-EXEMPT LEASE PURCHASE TRANSACTION  
FOR CITY OF WEST FARGO, ND

Transaction Size: \$700,000  
Term: 5 years / 10 years (not to exceed useful life of asset)  
Structure: Semi-annual, or monthly payments of principal and interest  
in arrears.

Annual level debt service  
Funds are estimated to be required in March, 2018.  
First payment by Lessee will be in July, 2018.  
Proposers should provide their all-in cost of financing.

**I. FIXED RATE RESPONSE**

**Interest Rate:** 2.75 % This is a fixed rate bid that is good for the 45 days from the February 14 proposal due date to and including the timeline lease closing date of March 15. Specify the basis for the recalculation of the rate should the lease closing occur after March 15.

**Payment Structure:**

Total Principal Payment	\$	<u>700,000.00</u>
Issuance Cost	\$	<u>0.00</u>
Total financing	\$	<u>700,000.00</u>
Total Interest Cost Over Term	\$	<u>54,021.60</u>
Semi-annual Payment Amount	\$	<u>75,402.06</u>
*subject to change		

Firm Name Choice Financial Leasing

Contact Person: Tim Sattler

Email Address: t.sattler@choicefinancialgroup.com

Telephone 701-738-4328

ATTACH AMORTIZATION SCHEDULE

## City of West fargo Lease bid 2-18

Compound Period ..... : Semiannual

Nominal Annual Rate .... : 2.750 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	03/31/2018	700,000.00	1		
2 Payment	09/30/2018	75,402.06	5	Semiannual	09/30/2020
3 Payment	03/31/2021	75,402.06	5	Semiannual	03/31/2023
4 Payment	04/01/2023	1.00	1		

## AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	03/31/2018				700,000.00
1	09/30/2018	75,402.06	9,625.00	65,777.06	634,222.94
2018 Totals		75,402.06	9,625.00	65,777.06	
2	03/31/2019	75,402.06	8,720.57	66,681.49	567,541.45
3	09/30/2019	75,402.06	7,803.69	67,598.37	499,943.08
2019 Totals		150,804.12	16,524.26	134,279.86	
4	03/31/2020	75,402.06	6,874.22	68,527.84	431,415.24
5	09/30/2020	75,402.06	5,931.96	69,470.10	361,945.14
2020 Totals		150,804.12	12,806.18	137,997.94	
6	03/31/2021	75,402.06	4,976.75	70,425.31	291,519.83
7	09/30/2021	75,402.06	4,008.40	71,393.66	220,126.17
2021 Totals		150,804.12	8,985.15	141,818.97	
8	03/31/2022	75,402.06	3,026.73	72,375.33	147,750.84
9	09/30/2022	75,402.06	2,031.57	73,370.49	74,380.35
2022 Totals		150,804.12	5,058.30	145,745.82	
10	03/31/2023	75,402.06	1,022.73	74,379.33	1.02
11	04/01/2023	1.00	0.02-	1.02	0.00

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City of West Fargo Capital Lease Bid Amortization Schedule bid 2-14-18

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Last interest amount decreased by 0.02 due to rounding.

**APPENDIX B**

**Form of Investor Representation Letter**

## INVESTOR REPRESENTATION LETTER

To: City of West Fargo, North Dakota

Ladies and Gentlemen:

The undersigned (the “Lessor”) intends to enter into a Master Capital Lease Agreement dated as of March 15, 2018, (the “Lease”) with City of West Fargo, North Dakota (the “Lessee”), to finance various capital purchases (the “Fixed Assets”) for several City Departments. The Lessor will advance funds under the Lease. All payments by the City under the Lease are subject to annual appropriation by the City Commission of the Lessor.

The Lessor hereby agrees that its investment under the Lease shall constitute an affirmation, with respect to its investment under such Lease, of the following representations, upon which you may rely:

1. The Lessor understands that no official statement, prospectus, offering circular, private placement memorandum or other offering statement containing material information with respect to the Lease is being furnished and that the Lessor is responsible for making its own inquiry and analysis, exercising due diligence, with respect to the Lessee, the Lease, the security therefore and other material factors affecting the security for and payment of the Lease.
2. The Lessor acknowledges that it has had the opportunity to obtain such information and materials as the Lessor believes to be necessary to evaluate the merits and risks of its investment in the Lease. In making its investment decision, the Lessor has relied solely upon its independent investigation and had the opportunity to ask questions and receive answers concerning the Lessee, the Lease, and the security therefore.
3. The Lessor has knowledge and experience in the financial and business matters that make it capable of evaluating the merits and risks of its investment in the Lease. The Lessor acknowledges that no market may exist for resale of the Lease. The Lessor is able to bear the economic risks of such investment for an indefinite period of time.
4. The Lessor acknowledges that it is an “accredited investor” as defined in Regulation D under the Securities Act of 1933, as amended.

5. The Lessor recognizes that in this transaction, the Lessor assumes responsibility for obtaining complete and accurate information needed to make its proposal, and for making such investigation as it deems necessary or desirable in connection with its decision to make its investment under the Lease.

6. The Lessor understands that the Lease will carry no rating from any rating service, and pursuant to exemptions therefrom, are not being registered under the Securities Act of 1933 as amended, and is not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state. The Lessor acknowledges that the Lease may be resold in the future only in compliance with applicable federal and state securities laws.

7. The Lessor is entering into the Lease solely for investment for the Lessor's own account and not with a view to, or for offer or sale in connection with, a public distribution of the Lease. This letter is intended solely for the use and benefit of the addressees; no other person may rely hereon.



\_\_\_\_\_  
Lessor

2-14-2018

\_\_\_\_\_  
Date

**APPENDIX C**  
**City of West Fargo, North Dakota**  
**Proposed Equipment to be Leased**  
**January 30, 2018**

Layout of items to be leased

<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>Water/Sewer</u>	
International 7400	\$115,000
<u>Street</u>	
International 7400	115,000
M Series Cat Grader	225,000
<u>Forestry</u>	
Grapple Truck	200,000
Pickup/Plow/Sander	<u>45,000</u>
<u>Total Proposed Lease:</u>	\$700,000



Office of the Finance Director  
City of West Fargo  
800 4<sup>th</sup> Ave E West Fargo, ND 58078  
701-433-5302

~ Request for Proposal ~

Capital Lease Financing

For

City of West Fargo, North Dakota

January 30, 2018

Proposals Due by 2:00 P.M. Central Standard Time  
February 14th

Please Label Proposals with Firm's Name and Address  
and

~ RFP for Capital Lease Financing for City of West Fargo

~

**REQUEST FOR PROPOSAL  
FOR CAPITAL LEASE FINANCING  
CITY OF WEST FARGO, ND**

The purpose of this Request for Proposal (“RFP”) is to solicit proposals from qualified firms to enter into a capital lease agreement (the “Lease”) in the amount of \$700,000 with the City of West Fargo for the financing of various capital purchases.

The City of West Fargo plans to enter into purchase contracts for city operations. The proposed capital purchases include equipment and vehicles for the Public Works Department. For a detailed list of assets see Appendix C. The City desires to finance these capital purchases through a capital lease agreement in the amount of \$700,000. This financing should be bid as tax-exempt borrowing.

Some of this equipment has already been purchased and paid for by the City during the fiscal year, and the lease financing will be funded directly back to the City. The remainder will be held in escrow until final submittal to vendors has been paid by the City. Authority for capital lease purchases is contained in the City’s approved budget, and the master lease agreement will also be approved by the City Commission.

The City seeks a Lease that will be structured as a tax-exempt capital lease. The City seeks bids with terms of the financing that include a 5-year principal and interest payments, or a term not to exceed the useful life of the asset, level annual debt service, with funds anticipated to be transferred from the lessor to the City on or before March 1, 2018.

All lease quotations should be calculated with semi-annual, or monthly payments in arrears and must include “non-appropriation” clauses. The annual interest rate, the semi-annual payment amount, and the total payment amount should be included in the bid.

Because of the length of time between when the financing proposals are due (i.e., February 14, 2018), and when funds are expected to be transferred (on or before or after, March 1, 2018) the City requests that the proposals include a fixed rate bid that is good for 45 days from the proposal due date. The fixed rate bid is requested in order to allow sufficient time for the City Finance Director to obtain City Commission approval of the Respondent’s fixed rate bid proposal.

Respondents to this RFP are advised to review Appendices A through C before beginning work on the proposal.

- (1) Term Sheet and Bid Form (Appendix A)
- (2) Investor Representation Letter (Appendix B)
- (3) Capital Asset schedule for this transaction (Appendix C)

The City's annual financial reports ending December 31<sup>st</sup> are found on the City's website: [www.westfargond.gov/Archive.aspx?AMID=40](http://www.westfargond.gov/Archive.aspx?AMID=40)

Other general and background information regarding the City of West Fargo may be obtained at the following web address: [www.westfargond.gov/](http://www.westfargond.gov/)

**Terms and Conditions:**

The City has the right to accept or reject any or all proposals, to negotiate with one or more bidders to further modify the proposal; to amend or modify any proposal or bid term; or to award the contract to the bidder the City deems will best serve the City's best interests. Submittal of a proposal does not create any right in or expectation to a contract with the City.

The City has the right to reduce the amount to be financed; to utilize alternative financing mechanisms; to disqualify any proposals for any reason it deems in the best interest of the City, including untimely submission or non-responsiveness; or to withdraw this RFP at any time before the contract is awarded.

In determining the successful bidder, the City has the right to take into consideration both the abstract quality and the formal content of the proposal and intends to accept the bid it determines to be in the best interests of the City, based on the overall proposal, not exclusively on cost or any other specific factor.

The City is not responsible for any costs incurred by any company or person in preparing their proposals or responding to any requests for additional information or any other cost incurred by a respondent prior to the issuance of the contract.

The City reserves the right to request clarification of submitted information and to request additional information from Respondents.

All proposals and materials submitted in conjunction with the proposals will become the property of the City.

The City has the right to extend or waive timelines, but if it does so, will provide the same extension or waiver to all bidders.

Bidders warrant that no elected or appointed official or employee of the City will benefit personally from this contract. The City reserves the right to refuse to award any contract to or to rescind any contract entered into with any bidder who offers any gratuity of any kind to a public official to induce the City to enter into this agreement.

All communications with or documents provided to or generated by the City are subject to North Dakota Public Records requirements. If a bidder believes that any material submitted to the City is proprietary or a trade secret, it must specifically identify that material by marking it "Confidential" and separating it from other sections of the submission. The bidder must provide the City with a convincing rationale to justify any exemption from public records requirements, as the decision whether to release or exempt any materials rests solely with the City.

The successful bidder shall act in an independent capacity, and none of its officers or employees will be considered officers or employees of the City. The successful bidder shall indemnify, defend, and hold harmless the City and its officials, employees, and agents from liability or claims arising as a result of the bidder's acts or omissions. The City is responsible for its own actions, and the bidder's indemnification will not extend to the City's own actions or omissions.

Bidders are required to comply with all applicable provisions of federal, state, or local law.

The City of West Fargo does not tolerate unlawful harassment or discrimination based on political or religious affiliation, race, color, and origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status or genetic information. The City will also provide reasonable accommodation and appropriate access to services, facilities, or employment opportunities for individuals with disabilities.

**Additional Considerations:**

Respondents wishing to negotiate modification of terms and conditions stated within this RFP must attach a copy of the City's RFP and show proposed changes (deleted sections with a strike over and added sections in boldface type). A Respondent's failure to identify any such changes in their Proposal may preclude the Respondent from raising any such changes thereafter. The City's selection of any Respondent who proposes changes to the City's RFP terms shall not be deemed as acceptance of the Respondent's proposed changes unless the City's acceptance notice specifically acknowledges acceptance of those changes. If bids are subject to additional terms that the City decides are not in its best interest, the City reserves the right to deem that proposal as unresponsive. At all times, the City reserves the right to evaluate other criteria it deems appropriate, whether or not such factors have been stated in this RFP, and to award the bid to a Respondent that is not the lowest bidder.

**Master Lease Agreement:**

The proposal should include a draft of the proposed Master Lease Agreement and a full set of lease documents. At all times, the City reserves the right to use its own lease documents

and to negotiate changes in the proposed agreements, to accept or reject any changes in language, and to make final conforming changes to the documents.

## **QUESTIONS & INQUIRIES**

*Firms interested in responding to the RFP are specifically directed NOT to contact any employees or officials of the City other than those specifically designated in this RFP. Unauthorized contact may be cause for rejection of proposals at the City's sole and absolute discretion.*

If you have questions regarding this RFP, e-mail your questions to: [aaron.mitchell@westfargond.gov](mailto:aaron.mitchell@westfargond.gov) by 2:00 pm CST Wednesday, February 7th or contact.

A summary of the substantive information pertaining to this RFP will be posted on the City's website at: <https://www.westfargond.gov>.

After February 7<sup>th</sup>, no substantive questions or requests for interpretation will be accepted with the exception of questions about delivery or other compliance issues.

## **PROPOSAL SUBMISSION REQUIREMENTS**

### **Time and Place for Submission of Proposals**

Two copies of proposals and all related materials must be received by 2:00 PM CST on February 14, 2018. Proposals may be hand delivered to the Finance Director office at City Hall or mailed to:

City of West Fargo  
Attention: Aaron Mitchell  
800 4<sup>th</sup> Ave E  
West Fargo, ND 58078

(Faxed proposals will not be considered.). Proposals and all related materials in pdf format may also be emailed to [aaron.mitchell@westfargond.gov](mailto:aaron.mitchell@westfargond.gov), but confirmation of receipt will only be provided upon request.

### **Contents of Proposal**

The following items must be included in your proposal and packaged in a box clearly marked with the Firm's Name and Address and "**RFP for Capital Lease Financing for City of West Fargo, North Dakota**".

Complete but concise proposals are recommended for ease of review by the evaluation team. All parts, pages, figures, and tables should be numbered and clearly labeled.

**A. Respondent's Contact Information**

This section should contain the name of the contact person, the address, and the telephone number of the firm submitting the proposal.

**B. Professional Experience**

This section should contain all pertinent information relating to the Respondent's organization and experience that would substantiate its qualifications and capabilities to satisfy the requirements of the RFP. Proposals should provide a straightforward, concise description of the Respondent's company, certifications, licenses, and experience with municipal capital lease agreements.

This section should also include the resume of the lead professional staff person who will be assigned to this transaction, and two concise but descriptive summaries of this person's prior experience with representative lease financing transactions.

Marketing and sales type information should be excluded.

The Respondent's use of any and all third parties and subcontractors, as it relates to providing services under this proposal, must be fully disclosed and explained.

**C. Proposal Statement**

This section must contain a confirmation of all terms and conditions of the RFP, the completed bid form, and all other required documents noted in the appendices.

**D. Original copies of all documents required to execute the financing**

Respondents are required to submit their proposals with copies of all documentation required to execute financing. This includes but is not limited to: all standard lease documents, equipment schedules, escrow agreement, proof of insurance, municipal guarantees, upfront payment requirements, and any security deposit requirements.

Also, each Respondent must indicate any specific covenants or security features that will be required to obtain a financing commitment.

Failure to provide all documentation required to execute the financing with the proposal package will result in the proposal being considered unresponsive.

## Regular Agenda Item #6

### AGREEMENT

**THIS AGREEMENT** is by and between the City of West Fargo, a North Dakota municipal corporation (the “City”); and the Southeast Cass Water Resource District, a North Dakota political subdivision (the “District”).

### RECITALS

A. The City is developing plans for a stormwater outfall project that will include installation and construction of storm pipe and riprap on and along the Sheyenne River in West Fargo, North Dakota, a project the City refers to as City of West Fargo Improvement District No. 2244 (the “Project”); a map of the Project is attached as **Exhibit A**.

B. The District owns and operates the Sheyenne-Maple Flood Control District No. 1 Project, a flood protection project commonly known as the “Sheyenne Diversion” (the “Diversion”); the City has requested operation of the Diversion to divert the Sheyenne River to accommodate the City’s construction schedule regarding the Project.

C. The District has agreed to non-flood operation of the Diversion to accommodate the Project, as further described in the NON-FLOOD OPERATION PAYMENT SCHEDULE attached as **Exhibit B**.

In consideration of 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 City’s Obligations.** The City will design, construct, administer, finance, and fund the Project, including all engineering, bidding, construction administration, contract administration, project funding and financing, acquisition of all applicable permits, right of way acquisition, and all other tasks associated with the design and construction of the Project. The District must approve the design of the Project prior to construction; however, the District’s review and approval of the design will not absolve any of the City’s design consultants, engineers, contractors, subcontractors, sub-subcontractors, suppliers, or any other parties from any liability regarding any improper or defective procurement, design, construction, or installation. The District will pay its own costs and expenses regarding its review of the design of the Project and regarding preparation of this Agreement; the City will pay all other costs and expenses associated with the Project. The City is solely responsible for securing all necessary permits and approvals from all applicable federal and state entities, including the North Dakota State Engineer’s Office and the U.S. Army Corps of Engineers (“USCOE”), as applicable. The City will not construct the Project in a manner that interferes with or impedes the Sheyenne River or the Diversion.

*Agreement*  
*Southeast Cass Water Resource District*  
*City of West Fargo*  
*Sheyenne Stormwater Outfall Project*

Page 2

2. **Warranties.** The City's contracts with any design consultants, engineers, contractors, subcontractors, sub-subcontractors, suppliers, or any other parties regarding the Project or any component of the Project will include warranties and indemnity for and on behalf of the District regarding any improper or defective procurement, design, construction, or installation. The City will otherwise assign to the District any and all warranties, representations, or indemnities granted to the City, including all remedies for breach, in any contracts with design consultants, engineers, contractors, subcontractors, sub-subcontractors, suppliers, or any other parties regarding the Project or any component of the Project. To the extent any of the contracts with any design consultants, engineers, contractors, subcontractors, sub-subcontractors, suppliers, or any other parties do not permit assignment of any warranties or indemnities, the District may pursue any of the City's design consultants, engineers, contractors, subcontractors, sub-subcontractors, suppliers, or any other parties regarding any improper or defective procurement, design, construction, or installation to the extent any defect damages or otherwise adversely impacts any of the District's facilities or property; the City will cooperate, if necessary, to enforce any warranties or indemnities for the benefit of the District.

3. **Non-Flood Operation of the Diversion.** To accommodate the Project, the District will operate the Diversion, and divert the Sheyenne River through the Diversion, for a maximum of four consecutive weeks between May 15, 2018, and June 15, 2018, to accommodate construction of the Project. The parties may extend the term of the Non-Flood Operation by amending this Agreement in writing, in accordance with the amendment terms in this Agreement; otherwise, the City will be subject to the fees in the NON-FLOOD OPERATION PAYMENT SCHEDULE attached as **Exhibit B**. The parties understand and agree emergency conditions may require deviation from the operation schedule in this Agreement, in which case the District will make reasonable efforts to avoid interference with the Project; however, operation of the Diversion as necessary for flood protection purposes will take priority over the Project construction schedule. Further, operation of the Diversion is subject to certain operating requirements and rules promulgated by USCOE, and the District makes no warranties or representations regarding USCOE's approval of the Non-Flood Operation contemplated under this Agreement. The City will pay the District in accordance with the NON-FLOOD OPERATION PAYMENT SCHEDULE attached as **Exhibit B**; the City may require its contractors, subcontractors, consultants, suppliers, or other agents to pay the District on the City's behalf, but the City is ultimately responsible for payment to the District, and the District will have no contractual relationship with any of the City's contractors, subcontractors, consultants, suppliers, or other agents, and the District will have no obligations to any of those parties.

*Agreement*  
*Southeast Cass Water Resource District*  
*City of West Fargo*  
*Sheyenne Stormwater Outfall Project*

Page 3

4. **Temporary Access.** Under this Agreement, and without the necessity for any additional approval or easement, the District grants the City and the City's contractors, subcontractors, consultants, suppliers, and other agents temporary access over, upon, and through the District's property as reasonably necessary to install and construct the Project. The City will not install or construct the Project in any manner that disrupts or interferes with the Diversion or the District's use of its right of way, property, or facilities. The City's temporary access rights also includes the following rights for the City and the City's contractors, subcontractors, consultants, suppliers, and other agents: ingress and egress to and from the District's property; moving, storing, and removing equipment, materials, and supplies; excavating, piling, storing, depositing, spoiling, spreading, and removing excavated dirt, soil, clay, silt, and other materials; and any other work necessary and incident to the installation and construction of the Project. The City's temporary access rights will continue for a period of two years from the effective date of this Agreement, or until the City completes the installation and construction of the Project, whichever event occurs sooner. However, the parties acknowledge and agree some of the City's rights, including the right to excavate, pile, store, deposit, spoil, spread, or remove excavated dirt, silt, or other materials on or from the District's property; and the installation and construction of the Project may result in permanent alterations of the District's property. Following the termination or expiration of the City's access rights, the City will restore any disturbed areas to original condition and will re-seed the vicinity disturbed by the City's activities. In addition, the City will repair or replace any of the District's structures, facilities, right of way, or any other property damaged as a result of the Project or the entry upon or use of the District's property by the City or any of its contractors, subcontractors, consultants, suppliers, and other agents, at the City's expense.

5. **Escrow Fund.** The City will submit deposits to the District in accordance with the Escrow Fund requirements in the NON-FLOOD OPERATION PAYMENT SCHEDULE attached as **Exhibit B**; the City may require its contractors, subcontractors, consultants, suppliers, or other agents to submit the requisite deposits to the District on the City's behalf, but the City is ultimately responsible for payment to the District, and the District will have no contractual relationship with any of the City's contractors, subcontractors, consultants, suppliers, or other agents, and the District will have no obligations to any of those parties.

6. **Subcontractors.** The City is solely responsible for completing the Project in an adequate and timely manner, and for complying with its other obligations under this Agreement. However, to the extent the City wishes to retain contractors, subcontractors, consultants, suppliers, or other agents to perform the Project, or any portion of the Project, or for performing any of the City's obligations under this Agreement, the City is solely responsible for any of those parties' work, including all acts and omissions of any contractor, subcontractor, consultant, supplier, and all other agents. The District will have no contractual relationship with any of the

*Agreement*  
*Southeast Cass Water Resource District*  
*City of West Fargo*  
*Sheyenne Stormwater Outfall Project*

Page 4

City's contractors, subcontractors, consultants, suppliers, or other agents, and the District will have no obligations to any of those parties.

7. **Damages and Repairs.** The City will repair any damages to the Diversion or any other structures, facilities, right of way, or any other property owned by the District as a result of the Project or any acts or omissions of the City or its contractors, subcontractors, consultants, suppliers, and other agents. In addition, following completion of the Project, the City will return all structures, facilities, right of way, or any other property to their original condition, including re-seeding of any areas disturbed.

8. **Forbearance.** The failure or delay of the District to insist on the timely performance of any of the terms of this Agreement, or the waiver of any particular breach of any of the terms of this Agreement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

9. **Governing Law.** This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in North Dakota State District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.

10. **Severability.** If any court of competent jurisdiction declares any provision or part of this Agreement invalid or unenforceable, all remaining terms and provisions of this Agreement will remain binding and enforceable; however, the parties will reconvene negotiations and will reform or 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 invalid, illegal, or unenforceable.

11. **Successors.** The covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties' successors and assigns.

12. **Assignment.** Neither party may transfer or assign this Agreement, nor any rights or obligations under this Agreement, without the express written consent of the other party.

13. **Amendments.** Any modifications or amendments of this Agreement must be in writing and signed by both parties.

14. **Interpretation.** This Agreement will be construed as if prepared by both parties.

*Agreement*  
*Southeast Cass Water Resource District*  
*City of West Fargo*  
*Sheyenne Stormwater Outfall Project*

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15. **Headings.** Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.

16. **Termination.** This Agreement may only be terminated upon written agreement by both parties.

17. **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.

18. **Effective Date.** This Agreement will become effective on the date of execution by the last party to sign.

*[Signatures appear on the following pages.]*

*Agreement  
Southeast Cass Water Resource District  
City of West Fargo  
Sheyenne Stormwater Outfall Project*

**Page 6**

SOUTHEAST CASS WATER  
RESOURCE DISTRICT

By: \_\_\_\_\_  
Dan Jacobson, Chair

ATTEST:

\_\_\_\_\_  
Carol Harbeke Lewis  
Secretary-Treasurer

Date: \_\_\_\_\_, 2018

*Agreement  
Southeast Cass Water Resource District  
City of West Fargo  
Sheyenne Stormwater Outfall Project*

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CITY OF WEST FARGO

By: \_\_\_\_\_  
Rich Mattern  
President of the Board of  
City Commissioners

ATTEST:

\_\_\_\_\_  
Tina Fisk  
City Administrator

Date: \_\_\_\_\_, 2018

*Agreement*  
*Southeast Cass Water Resource District*  
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**EXHIBIT A**

**Maps of the Project**

**(3 pages attached)**

**EXHIBIT B  
NON-FLOOD OPERATION PAYMENT SCHEDULE**

The District will operate the Diversion to accommodate the City’s construction of work items shown in Sections 55, 76, and 77 which comprise City of West Fargo Improvement District No. 2244 (the “Project”), as follows:

The District will operate the Diversion to accommodate the Project as contemplated in the Agreement for a maximum of four consecutive weeks between May 15, 2018, and June 30, 2018, following written request from the City; the City’s written request will specifically identify the date range to divert flows, and the type of work the City or its contractors will be performing.

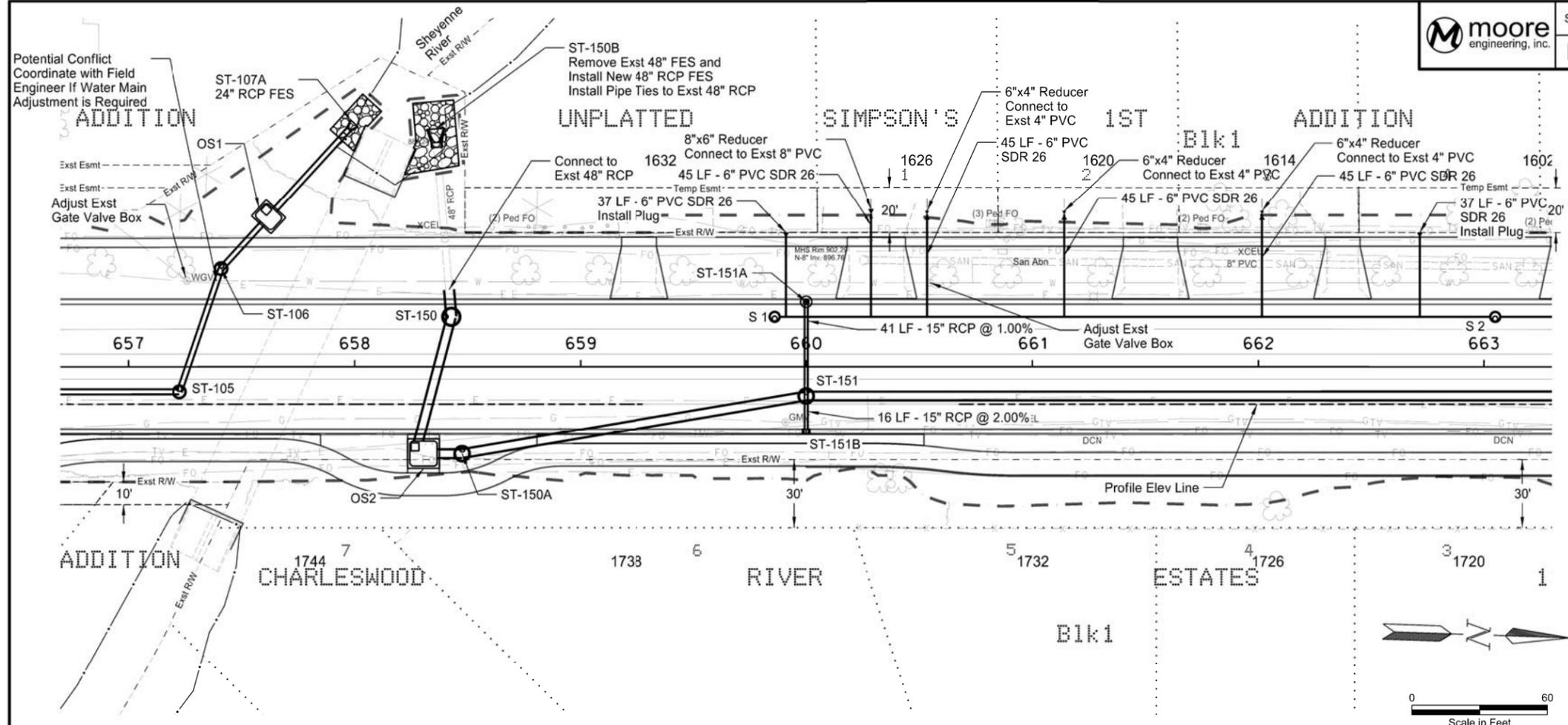
Prior to commencement of the Project, the City, or its contractors, subcontractors, consultants, suppliers, or other agents, will submit an initial deposit to the District (the “Escrow Fund”) in an amount equal to the fees required for 30 days of operation of the Diversion in accordance with the Fee Table below. If operation of the Diversion extends into the last week for which the City has deposited money for the Escrow Fund, the City will submit to the District an amount equal to the fees for an additional 14 days of operation in accordance with the Fee Table; the City’s obligation to fund and replenish the Escrow Fund will continue until completion of the Project. The District will return to the City any funds in the Escrow Fund for days the Project does not require operation of the Diversion, with the exception of extended operation beyond the four-week period identified above. More specifically, if the operation of the Project is within the May 15 to June 30 date range in this NON-FLOOD OPERATION PAYMENT SCHEDULE, the District will refund to the City all funds deposited into the Escrow Fund; if the operation is outside the May 15 to June 30 date range, the District will retain fees from the Escrow Fund for those days of operation, and will refund any additional funds remaining.

If the City requires additional operation, the City must submit an additional written request to the District. If the District authorizes the extended operation of the Diversion, the City will pay the District in accordance with the Fee Table; however, the City need only pay fees for additional operation under non-flood conditions (when the District would not otherwise operate the Diversion).

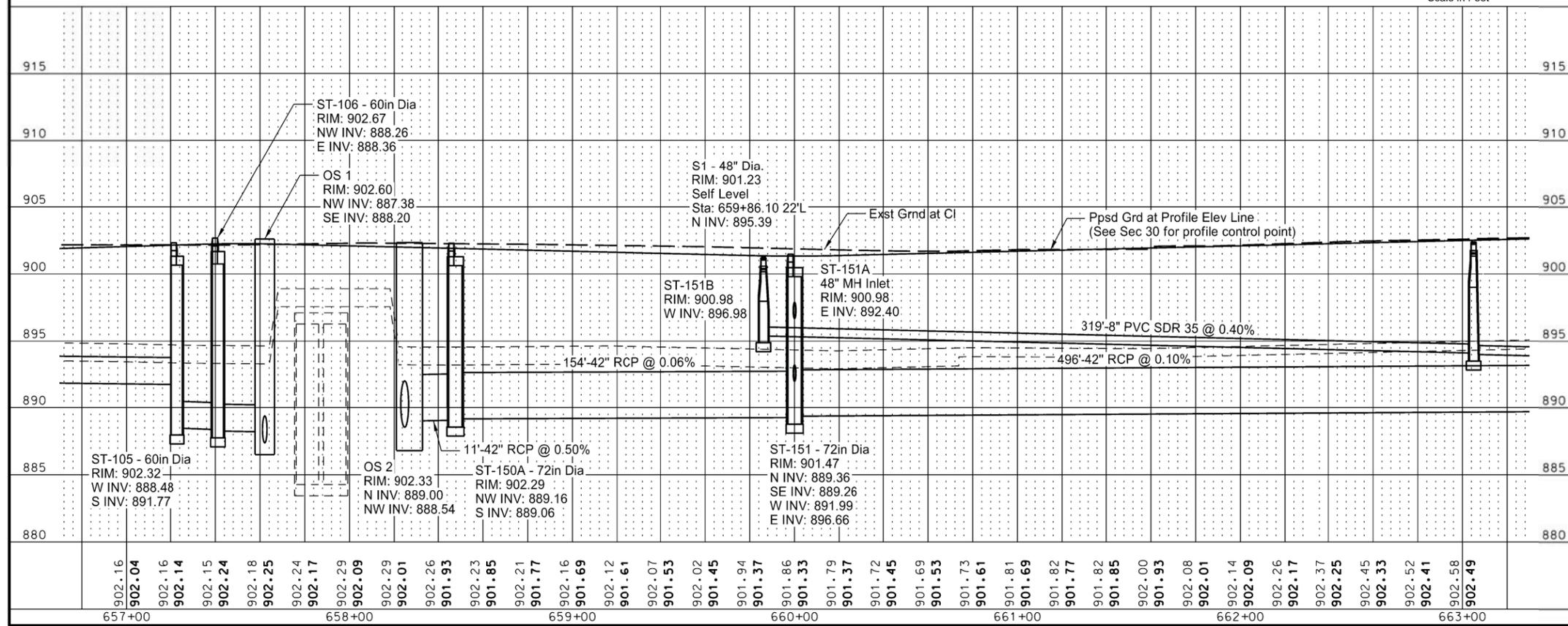
**FEE TABLE**

<b>Timeframe</b>	<b>Summer Operation (June 1 – August 14)</b>	<b>Fall Operation (August 15 – November 15)</b>
Startup	\$3,000	\$3,000
Days 1-7	\$300/day	\$150/day
Days 8-15	\$400	\$200
Days 16-21	\$500	\$250
Days 22-28	\$600	\$300
Days 29-42	\$1,800	\$900
Days 42+	\$2,500	\$1,250

\*Days, as used in this Fee Table, refer to calendar days.

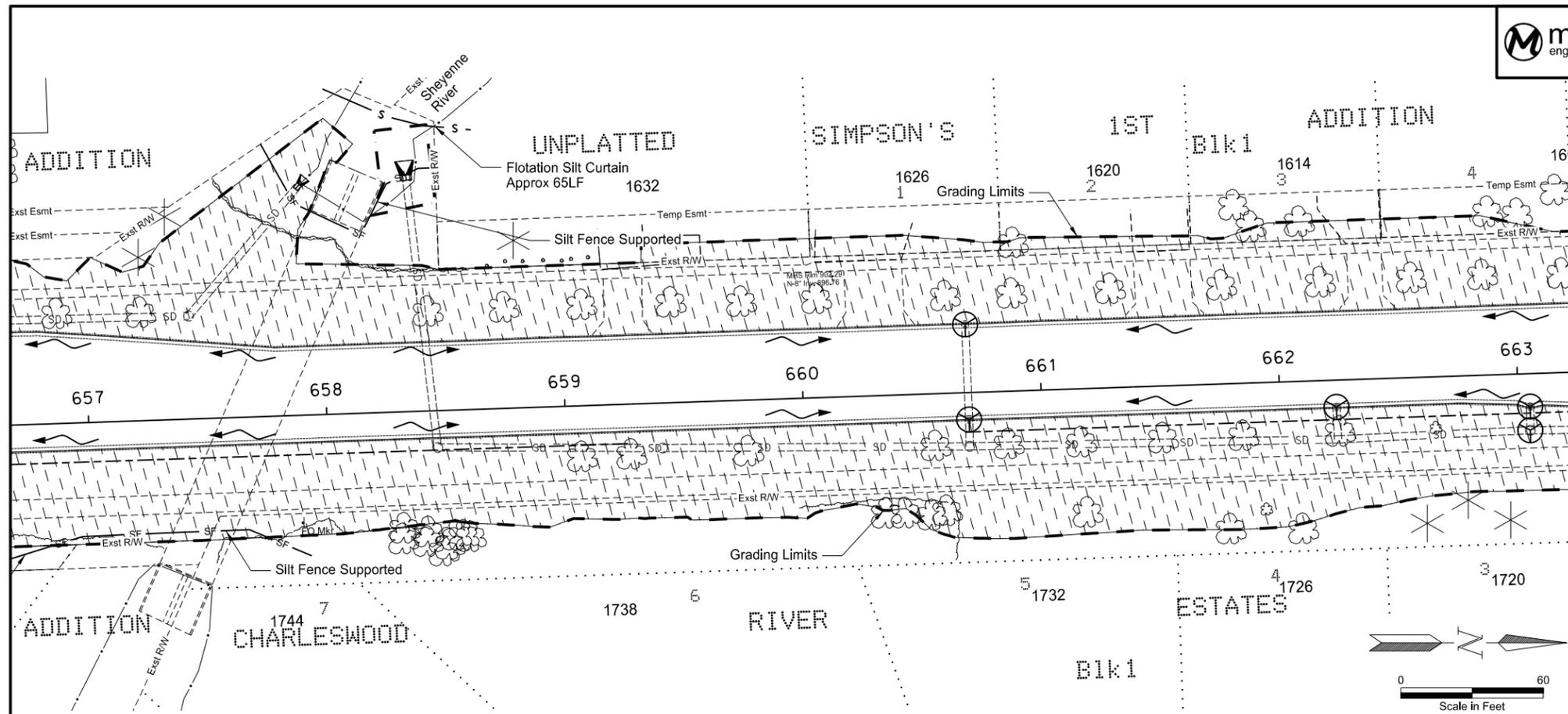


SPEC CODE	BID ITEM	QTY	UNIT
714 0210	PIPE CONC REINF 15IN CL III-STORM DRAIN		
714 0405	PIPE CONC REINF 21IN CL III-STORM DRAIN		
714 0620	PIPE CONC REINF 24IN CL III-STORM DRAIN		
714 1010	PIPE CONC REINF 42IN CL III-STORM DRAIN		
714 1110	PIPE CONC REINF 48IN CL III-STORM DRAIN		
714 3020	END SECT-CONC REINF 24IN		
714 3040	END SECT-CONC REINF 42IN		
714 9912	FLAP GATE 24IN		
714 9917	FLAP GATE 42IN		
722 0100	MANHOLE 48IN		
722 0110	MANHOLE 60IN		
722 0120	MANHOLE 72IN		
722 0140	MANHOLE 96IN		
722 0300	MANHOLE SANITARY		
722 3510	INLET-TYPE 2		
722 6140	ADJUST GATE VALVE BOX		
724 0210	FITTINGS-DUCTILE IRON		LBS
724 0852	WATERMAIN 16IN PVC		LF
724 0892	RELOCATE WATERMAIN		EA
724 1110	8IN SANITARY SEWER PIPE		
724 1120	6IN SEWER SERVICE PIPE		
744 0050	INSULATION BOARD		CF
910 9999	VIDEO INSPECTION-UNDERGROUND PIPE		
920 2102	RIPRAP SPECIAL		

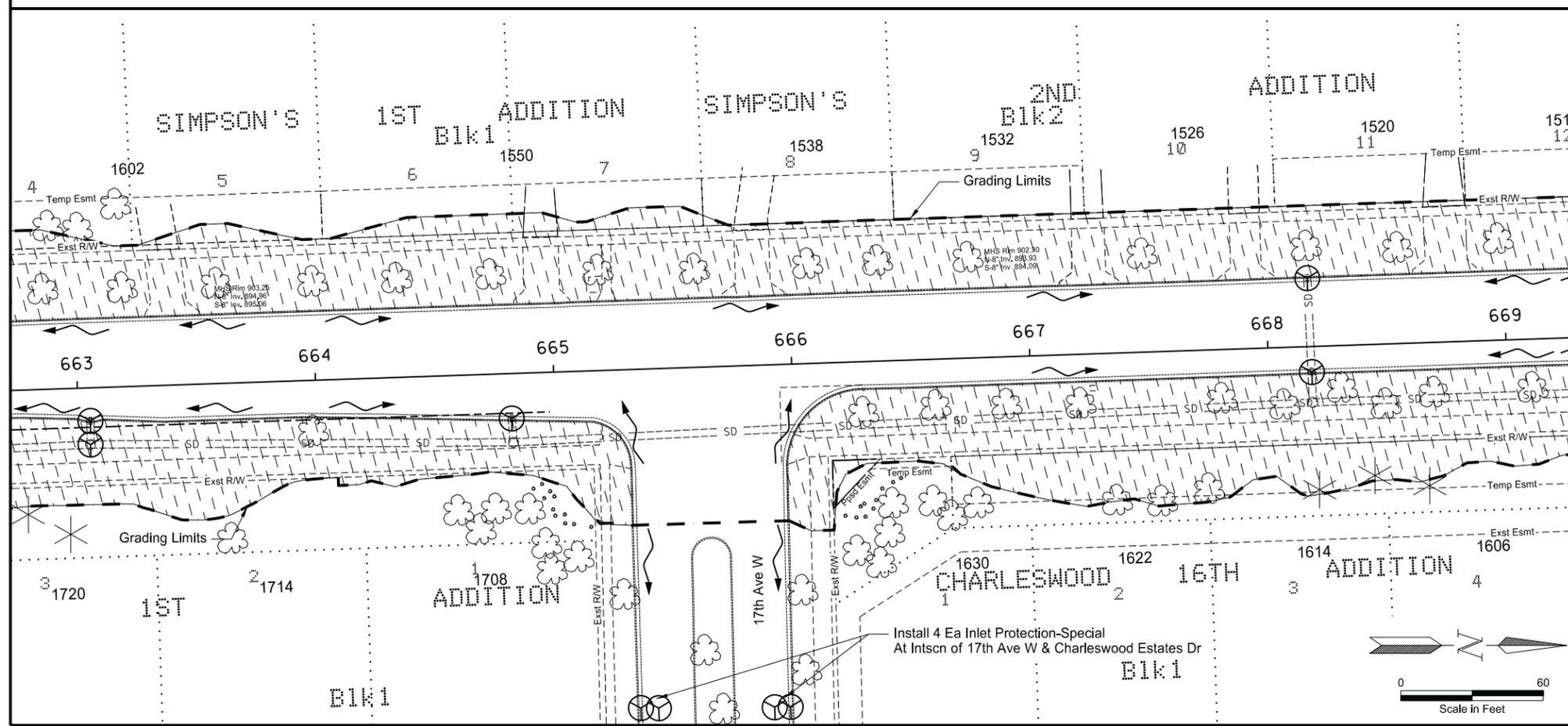


This document is preliminary and not for construction or implementation purposes.

Sheyenne Street  
Drainage Layout  
Sta 657+00 to Sta 663+00

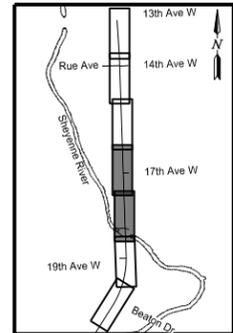


SPEC CODE	BID ITEM	QTY	UNIT
253 0201	HYDRAULIC MULCH		
260 0200	SILT FENCE SUPPORTED		
260 0201	REMOVE SILT FENCE SUPPORTED		
262 0100	FLOTATION SILT CURTAIN		
262 0101	REMOVE FLOTATION SILT CURTAIN		
708 1540	INLET PROTECTION-SPECIAL		
708 1541	REMOVE INLET PROTECTION-SPECIAL		



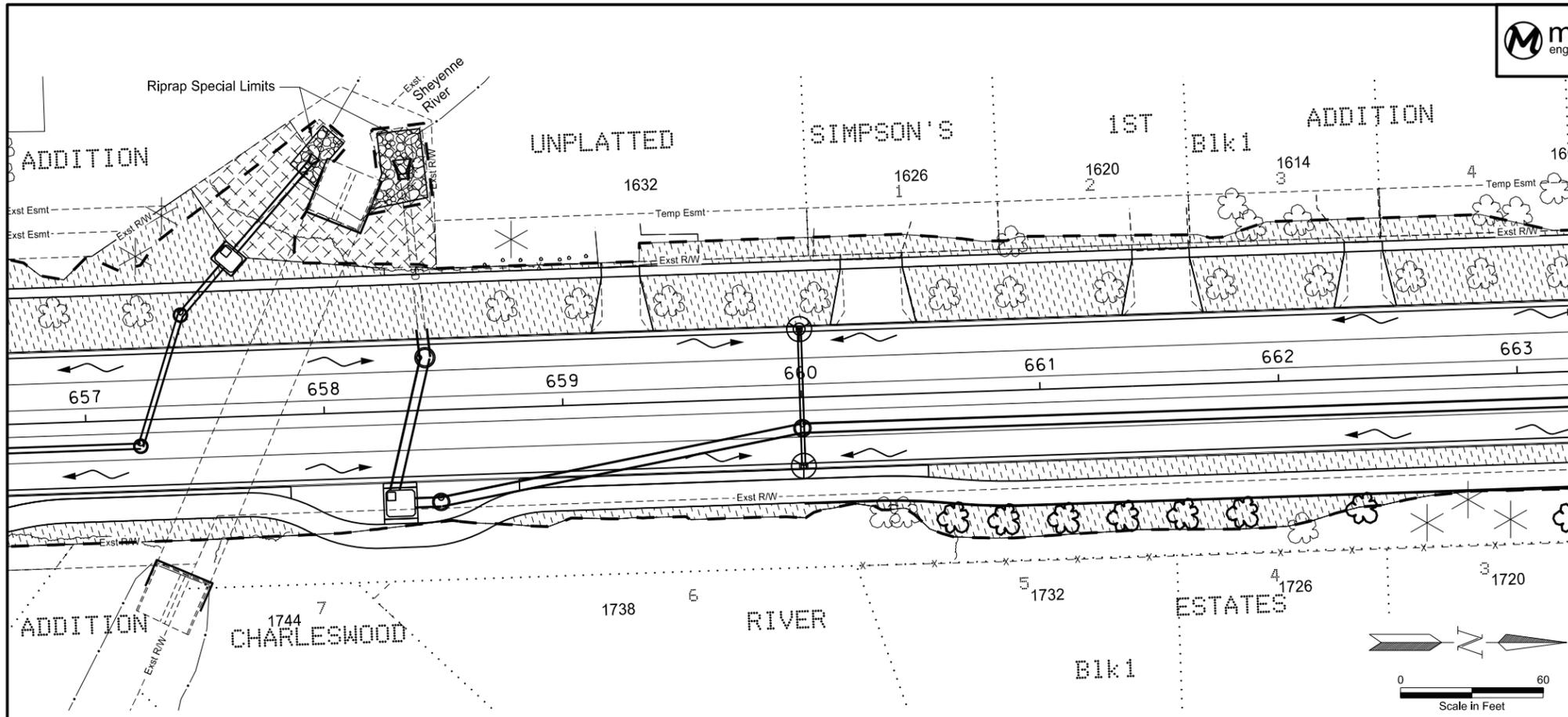
**LEGEND**

- INLET PROTECTION - SPECIAL
- FLOTATION SILT CURTAIN
- SILT FENCE SUPPORTED
- GRADING LIMITS
- FLOW DIRECTION
- HYDRAULIC MULCH

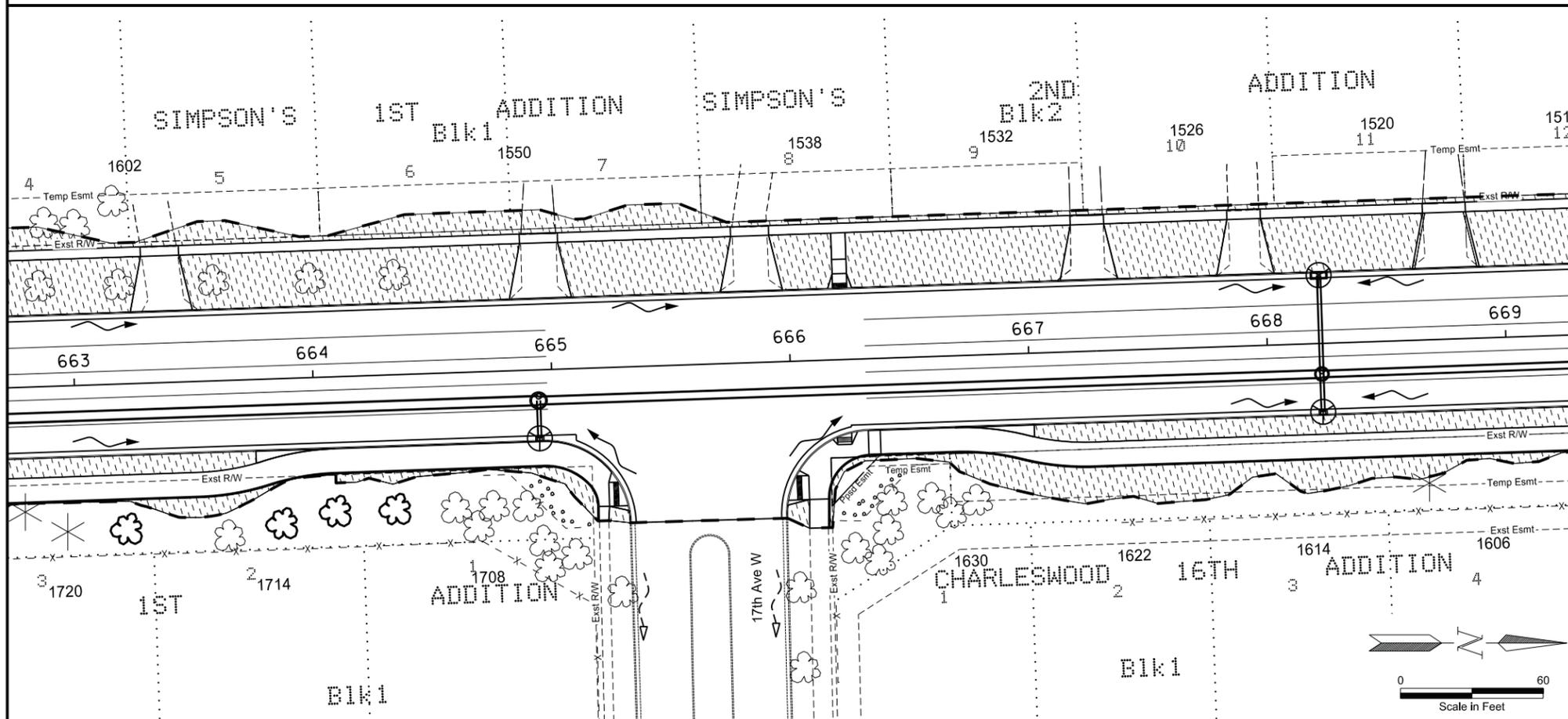


This document is preliminary and not for construction or implementation purposes.

Sheyenne Street  
 Temporary Erosion Control  
 Sta 657+00 to Sta 669+00

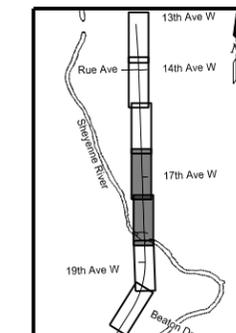


SPEC CODE	BID ITEM	QTY	UNIT
203	0109 TOPSOIL		CY
251	0100 SEEDING CLASS I		ACRE
251	9999 MOWING		ACRE
253	0201 HYDRAULIC MULCH		ACRE
255	0103 EROSION CONTROL BLANKET TYPE 3		SY
256	0500 RIPRAP-SPECIAL		CY CY
708	1540 INLET PROTECTION-SPECIAL		EA
708	1541 REMOVE INLET PROTECTION-SPECIAL		EA
709	0155 GEOSYNTHETIC MATERIAL TYPE RR		SY SY
970	0105 HERBICIDE WEED CONTROL		SF



LEGEND

- TOPSOIL, SEEDING, AND HYDRAULIC MULCH
- TOPSOIL, SEEDING, AND EROSION CONTROL BLANKET TYPE 3
- INLET PROTECTION - SPECIAL
- PROPOSED FLOW LINES
- EXISTING FLOW LINES
- GRADING LIMITS



This document is preliminary and not for construction or implementation purposes.

Shyenenne Street  
Permanent Erosion Control  
Sta 657+00 to Sta 669+00

Agenda #	
Agenda Code	Regular
Project #	18978B

**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: March 5, 2018

3. PLEASE BRIEFLY DESCRIBE YOUR REQUEST: \_\_\_\_\_

Review "West Fargo Diversion - Bridge Agreement" between the City of West Fargo and Southeast Cass Water Resource District

Street Improvement District No. 2050 – Sheyenne Street (Beaton Dr to 32<sup>nd</sup> Ave E)

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

Sheyenne Street Bridge crossing the West Fargo Diversion Channel

5. ACTION BEING REQUESTED FROM CITY COMMISSION: \_\_\_\_\_

Approve "West Fargo Diversion - Bridge Agreement"

**AGREEMENT**  
**WEST FARGO DIVERSION - BRIDGE**

THIS AGREEMENT is entered into by the Southeast Cass Water Resource District, a North Dakota political subdivision, whose post office address is 1201 Main Avenue West, West Fargo, North Dakota 58078-1301 (the “District”); and the City of West Fargo, a North Dakota municipal corporation, whose post office address is 800 Fourth Avenue East, Suite 1, West Fargo, North Dakota 58078 (the “City”).

**RECITALS**

A. The District previously constructed, and currently owns, operates, and maintains, Sheyenne-Maple Flood Control District No. 1, a flood control project commonly known as the West Fargo Diversion (the “Diversion”) on right of way owned by the District; the Diversion provides substantial flood protection for the City, its residents, and its infrastructure.

B. Construction of the Diversion included construction of a bridge to accommodate Cass County Highway 17/Sheyenne Street on the District’s Diversion right of way; a map of the Highway 17 bridge over the Diversion is attached as **Exhibit A** (the “Bridge”).

C. The Bridge is within the City’s municipal boundaries and, although the City has provided routine maintenance of the Bridge, the parties did not enter into any maintenance agreement or any other agreement regarding the parties’ obligations or responsibilities regarding the Bridge.

D. The City plans to construct improvements to Highway 17 and the Bridge and the parties agree execution of an agreement prior to construction is necessary to more specifically identify the parties’ obligations and responsibilities regarding the Bridge.

E. The parties agree the City should own, operate, and maintain the Bridge, subject to the terms and conditions in this Agreement.

NOW, THEREFORE, in consideration of 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. **Bridge Ownership.** The City will own, construct, operate, inspect, maintain, alter, repair, replace, reconstruct, and improve the Bridge at the City’s sole expense, less any funds provided by the District in accordance with this Agreement, and at the City’s sole risk. The City will not construct, clean, inspect, reconstruct, modify, operate, maintain, repair, or improve the Bridge in any manner that interferes with the Diversion.

*Southeast Cass Water Resource District  
City of West Fargo  
West Fargo Diversion - Bridge Agreement*

Page 2

2. **O&M Payment.** Upon the parties' execution of this Agreement, the District will pay the City \$100,000 as a one-time contribution for future operation and maintenance of the Bridge. The District will not have any other obligations, financial or otherwise, regarding any construction, operation, inspection, maintenance, alteration, repair, replacement, reconstruction, or improvement of the Bridge.

3. **Access Rights.** The Bridge is located on property owned by the District. Under this Agreement, the District grants and conveys to the City a non-exclusive license over the District's Diversion right of way for purposes of constructing, operating, inspecting, maintaining, altering, repairing, replacing, reconstructing, and improving the Bridge and related improvements on the property identified in **Exhibit A** (the "License Property"). The District will continue to own the License Property; the access rights granted to the City by the District under this Agreement constitute a license, revocable by the District for cause or for protection of the Diversion or other facilities under the terms of this Agreement, and the license does not create for or on behalf of the City any interest or estate of any kind in the License Property, either by virtue of this Agreement or by the City's entry upon or use of the License Property. The City's access rights are limited to access, ingress and egress rights upon, over, and across the License Property, including the rights to construct, operate, inspect, maintain, alter, repair, replace, reconstruct, and improve the Bridge for the benefit of the City and the City's licensees and invitees. The City may not use the License Property for any other purpose, and the City's use, access, ingress and egress rights will not disrupt or interfere with the Diversion or the District's use of the License Property for flood control and protection purposes.

4. **Flood Protection Priority and Use.** The parties understand and agree the Diversion is a public facility that provides flood protection and other important public benefits to residents of Cass County, including the City, and further agree the District's use of the Diversion, including the License Property, as a flood control and protection facility takes priority over any other use of the License Property, including the City's use of the License Property for purposes of the Bridge. The parties further understand and agree the Diversion is subject to certain laws, rules, regulations, requirements, and directives under the jurisdiction of the United States Army Corps of Engineers ("COE") and the Federal Emergency Management Agency ("FEMA"), and the City's use of the Diversion for purposes of the Bridge is subject to any applicable laws, rules, regulations, requirements, or directives from or regarding COE or FEMA; the District does not have any control over, and does not make any representations or warranties regarding, COE or FEMA or the City's use of, or inability to use, the License Property for purposes of the Bridge. The District will not unreasonably interfere with the Bridge or the City's rights under this Agreement. However, the District's priority use of the Diversion for flood protection purposes may require and include temporary or permanent disruptions or interference with the Bridge. The District has not made any warranties, express or implied, that the License Property is now, or will be in the future, suitable for the Bridge, or regarding the condition of the License Property or the Bridge, and the District has not made any other representations,

warranties, or promises regarding the License Property or the Bridge. The District will use reasonable care to avoid any damages to the Bridge or related appurtenances; however, the District will not be liable or responsible for any damages resulting from any construction, cleaning, inspection, reconstruction, modification, operation, maintenance, repair, or improvement of the Diversion by the District, its officers, agents, representatives, employees, or contractors.

5. **Improvements and Repairs.** Any improvements or repairs to or on the License Property by the City, including the Bridge, are subject to the following:

- a) The City will not construct or install, and will not permit any third party to construct or install, any improvement to the Bridge or on the License Property without prior consent from the District.
- b) The City will not construct, and will not permit any third party to construct, any structural repair, modification, or improvement to the Bridge, including any activities that require excavation on the License Property, without prior consent from the District.
- c) The City will design and construct any improvements to the Bridge in a manner that ensures the Bridge will not interfere with the Diversion.
- d) With the exception of the Bridge and related appurtenances, the City will not construct any improvements in, upon, under, over, across, or through any portion of the License Property; the City will not place any fixtures, equipment, or other personal property on any portion of the License Property; the City will not encumber any portion of the License Property; and the City will not otherwise alter any portion of the License Property without prior consent from the District.
- e) The City will promptly cease any activity and remove any structure or obstruction that interferes with the District's use of the License Property or with the Diversion, at the City's sole cost.

6. **Utilities.** The City will not construct or install any utility, including sanitary sewer lines, storm sewer, electric power, telephone, cable, television, fiber optic, internet, communication, data transmission, oil, natural gas, water, or other utility lines or facilities, on, over, in, across, under, or through any portion of the Bridge or the License Property without obtaining a UTILITY PERMIT from the District. In addition, the City will require any third party

to obtain a UTILITY PERMIT from the District before permitting any party to construct or install any utility line or facility on, over, in, across, under, or through any portion of the Bridge or the License Property.

7. **Duty to Repair and Remedies.** The City will repair the License Property and will repair or replace any of the District's other structures, facilities, right of way, or any other property owned by the District, including the Diversion, damaged as a result of the Bridge or otherwise damaged as a result of any entry upon or use of the License Property by the City or any of its contractors, consultants, subcontractors, sub-subcontractors, suppliers, licensees, invitees, or any other parties the City's use of or entry upon the License Property. The City will otherwise repair and return the License Property as near as practicable to its original condition following any disturbance or damages, at the City's sole cost. If the City fails to repair or replace within a reasonable time following request or demand from the District, the District may perform the City's obligations and the City will reimburse the District for all of the District's costs and expenses.

8. **Contractor Indemnity.** All of the City's contracts with any contractors, consultants, subcontractors, sub-subcontractors, suppliers, or any other parties performing any design, construction, cleaning, inspection, reconstruction, modification, operation, maintenance, repair, or improvement of the Bridge ("City Contractors") will require each City Contractor to release, defend, indemnify, and hold harmless the City, the District, and the State of North Dakota, and those parties' officers, employees, agents, consultants, subcontractors, and representatives, from and against any and all claims, losses, liabilities, damages, expenses, demands, suits, fines, judgments, costs, expenses, and fees (including all fees and charges of attorneys, engineers, and other professionals and all court, arbitration, mediation, or other resolution costs) arising out of or relating to any act or omission of the City Contractor regarding any design, construction, cleaning, inspection, reconstruction, modification, operation, maintenance, repair, or improvement of the Bridge, including all costs, expenses, and fees incurred by the City, District, and the State of North Dakota in establishing and litigating the existence, scope, or any other matters relating to each City Contractor's obligations to release, defend, indemnify, and hold harmless. Those parties' obligations to defend will be free of any conflicts of interest, even if retention of separate legal counsel is necessary. Those parties' obligations to release, defend, indemnify, and hold harmless include anything in excess of any minimum insurance requirements described in this Agreement, and anything in excess of any of those parties' insurance policy limits.

9. **Insurance.** All of the City's contracts with any City Contractors will require each City Contractor to provide the following insurance policies, coverages, and endorsements:

A) Prior to entering upon the License Property, the City will require each City Contractor to secure and keep in force the following insurance coverages, for not less than the following amounts:

- i) Commercial General Liability Insurance (including completed operations, contractual, products coverages) with minimum liability limits of \$500,000 per person, and \$1,000,000 per occurrence.
- ii) Automobile Liability (any auto, including owned, non-owned, and hired) with minimum liability limits of \$500,000 per person, and \$1,000,000 per occurrence.
- iii) Excess or Umbrella Liability Insurance with minimum liability limits of \$500,000 per occurrence, and \$1,000,000 aggregate.
- iv) Workers Compensation Insurance in compliance with all applicable statutory requirements.

B) In addition, the City will require each City Contractor's insurance coverages listed above to meet the following additional requirements:

- i) Any deductible or self-insured retention amount or other similar obligation under the policies will be the City Contractor's sole responsibility.
- ii) The policies must be from insurers rated "A-" or better by A.M. Best Company, Inc.
- iii) All policies will name the City Contractor as the insured and the City, the District, and the State of North Dakota as additional insured parties.
- iv) The City Contractor's policies will be primary and noncontributory regarding any other insurance available to the City, the District, and the State of North Dakota as additional insured parties.
- v) The City Contractor's policies must each contain a "waiver of subrogation" that waives any right to recovery any of the City Contractor's insurance companies might have against the City, the District, and the State of North Dakota.
- vi) The City Contractor's policies must each contain a provision that the policies and any endorsements may not be cancelled or

- modified without 30 days prior written notice to the City, the District, and the State of North Dakota.
- vii) The City Contractor's policies, either in the policies or in endorsements, must each contain a provision that the City Contractor's insolvency or bankruptcy will not release the insurer from payment under the policy, even when the City Contractor's insolvency or bankruptcy prevents the City Contractor from meeting the retention limit under the policy.
  - viii) The City Contractor's policies, either in the policies or in endorsements, must contain cross liability/severability of interests, to ensure that all additional insured parties are covered as if they were all separately covered.
  - ix) The City Contractor's policies, either in the policies or in endorsements, must contain a provision that the legal defense provided to the City, the District, and the State of North Dakota must be free of any conflicts of interest, even if retention of separate legal counsel is necessary.
  - x) The City Contractor's policies, either in the policies or in endorsements, must contain a provision that any attorney who represents the State of North Dakota must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08.
  - xi) The City Contractor's policies will not limit in any way the City Contractor's duties to defend, indemnify, and hold harmless the District and the State of North Dakota, and those parties' officers, employees, agents, consultants, subcontractors, and representatives.

Before permitting any City Contractor to enter upon the License Property, the City will require each City Contractor to deliver to the City copies of the insurance policies and endorsements required under this Agreement, and will otherwise ensure all requisite evidence that the insurance required under this Agreement is in full force and effect. The City will further ensure any agreements with any City Contractors require all City Contractors' duties to release, defend, indemnify, protect, and hold harmless the District and the State of North Dakota, and those parties' officers, agents, representatives, employees, or contractors, to include anything in excess of the minimum insurance requirements described above and anything not otherwise covered or insured.

10. **Remedies.** If the City fails to perform any of the City's obligations under this Agreement within a reasonable time following request or demand from the District, the District may perform the City's obligations and the City will reimburse the District for all of the District's costs and expenses. The District's remedies provided in this Agreement are cumulative and not exclusive, and are in addition to any and all other remedies available to the District under North Dakota law. The City will reimburse the District for all of the District's other costs and expenses, including reasonable attorneys' fees, incurred in enforcing, collecting, or attempting to collect under this Agreement, or incurred in litigating the terms or validity of this Agreement.

11. **Term.** The parties' respective rights and obligations under this Agreement will commence upon its execution, and this Agreement will only terminate if removal of the Bridge is necessary to protect the integrity of the Diversion as a flood control and protection facility; as necessary to comply with any laws, rules, regulations, requirements, or directives of the State of North Dakota, or any federal or state agency with regulatory jurisdiction over the Diversion; or in the event of an uncured default by the City. The District must give the City reasonable notice prior to termination. In the event of any termination, and in the event removal or relocation of the Bridge is necessary, the City will remove or relocate the Bridge and associated appurtenances at no expense to the District.

12. **Compliance with Laws.** The City, at the City's sole cost, is solely responsible for promptly complying with all present and future laws, ordinances, rules, and regulations, and obtaining all necessary licenses, permits, registrations, and approvals, from all applicable federal, state, county, and municipal governments, and any other applicable governmental entities or political subdivisions, including COE, FEMA, and the State of North Dakota, regarding the Bridge or the City's other permissible use, access, ingress and egress rights upon, over, or across any of the License Property.

13. **Forbearance.** The failure or delay of either party to insist on the timely performance of any of the terms of this Agreement, or the waiver of any particular breach of any of the terms of this Agreement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

14. **Governing Law.** This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

15. **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; the parties will reconvene negotiations to arrive, in good faith, at an agreement as to matters remaining undetermined as a result of any finding by a court of competent jurisdiction that any provision or part of this Agreement is invalid, illegal, or unenforceable.

16. **Entire Agreement.** This Agreement, together with any amendments, constitutes the entire agreement between the parties regarding the matters described in this Agreement, and this Agreement supersedes all other previous oral or written agreements between the parties regarding the Bridge.

17. **Assignment.** Neither party may transfer or assign this Agreement, or any rights or obligations under this Agreement, without the express written consent of the other party.

18. **Binding Effect.** The obligations, covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties' heirs, successors, and permitted assigns, including all subsequent owners of the City property.

19. **Modifications.** Any modifications or amendments of this Agreement must be in writing and signed by the District and the City.

20. **Interpretation.** This Agreement will be construed as if prepared by both parties.

21. **Headings.** Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.

22. **Effective Date.** This Agreement will become effective on the date of execution by the last party to sign.

*[Signatures appear on the following pages.]*

**SOUTHEAST CASS WATER  
RESOURCE DISTRICT**

By: \_\_\_\_\_  
Dan Jacobson, Chair

ATTEST:

\_\_\_\_\_  
Carol Harbeke Lewis  
Secretary-Treasurer

Date: December 13, 2017

**CITY OF WEST FARGO**

By: \_\_\_\_\_  
Rich Mattern, President of the  
Board of City Commissioners

ATTEST:

\_\_\_\_\_  
Tina Fisk, City Administrator

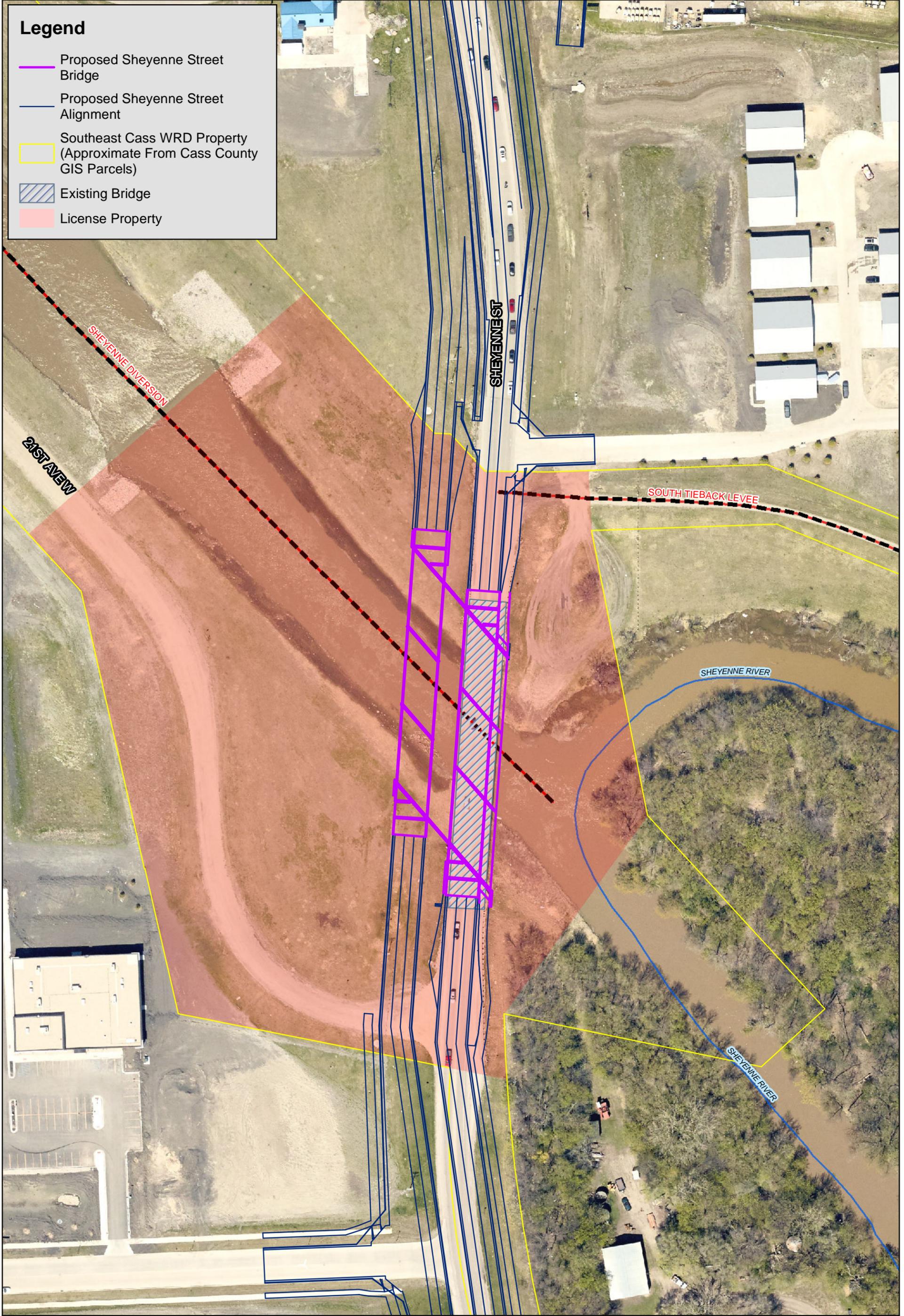
Date: \_\_\_\_\_, 201\_\_

**EXHIBIT A**

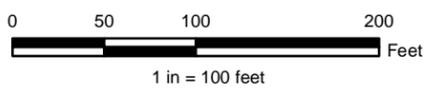
**Map of the License Property and the Bridge**

**Legend**

-  Proposed Sheyenne Street Bridge
-  Proposed Sheyenne Street Alignment
-  Southeast Cass WRD Property (Approximate From Cass County GIS Parcels)
-  Existing Bridge
-  License Property



**EXHIBIT A  
PROPOSED SHEYENNE STREET BRIDGE  
WEST FARGO, NORTH DAKOTA**



Created By: BPK Date Created: 12/12/17 Date Saved: 01/03/18 Date Plotted: 12/06/12 Date Exported: 01/03/18  
 Plotted By: benjamin.kugler Parcel Date: 08/04/2017 Aerial Image: 2017 County NAIP SIDS Elevation Data: Lidar  
 Horizontal Datum: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet Vertical Datum: NAVD1988  
 T:\Projects\18200\18236\18236-880\18236-880\_SheyenneBridgeExhibit.mxd

Agenda #	<u>8</u>
Agenda Code	<u>Regular</u>
Project #	<u>20133</u>

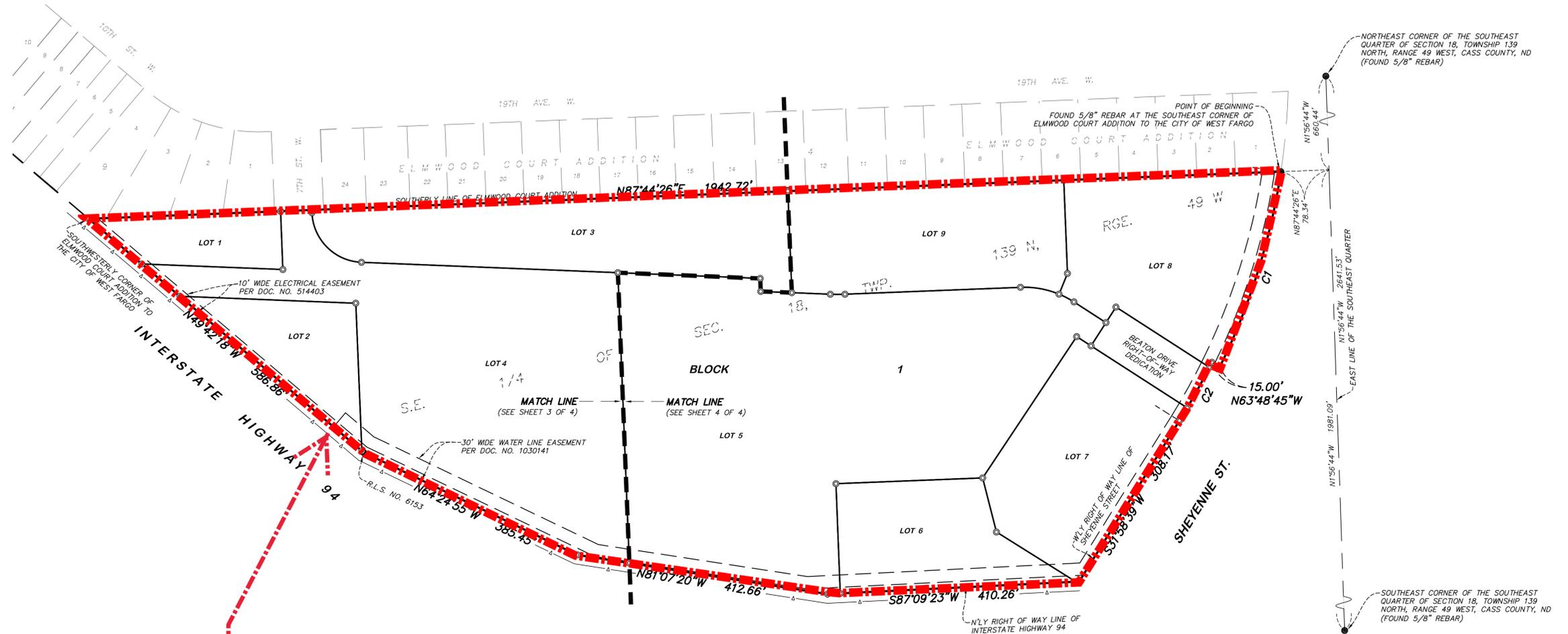
**AGENDA ITEM DESCRIPTION**  
**CITY COMMISSION**  
**WEST FARGO, NORTH DAKOTA**

\*\*\*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.

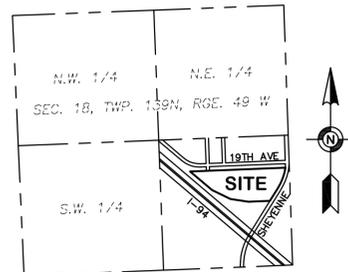
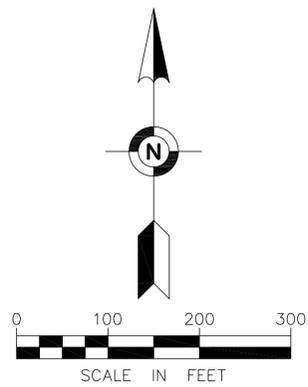
1. CONTACT PERSON: Dustin Scott
  
2. PHONE NO. 433-5425 DATE: March 5, 2018
  
3. PLEASE BRIEFLY DESCRIBE YOUR REQUEST: \_\_\_\_\_  
Review Assessment District for Storm Sewer Improvement District No. 4065 –  
“Gateway West Addition”  
Review Engineer’s Report for Storm Sewer Improvement District No. 4065  
Review Plans & Specs for Storm Sewer Improvement District No. 4065
  
4. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):  
“Gateway West Addition” - The northwest corner of Sheyenne St & I-94 intersection
  
5. ACTION BEING REQUESTED FROM CITY COMMISSION: \_\_\_\_\_  
The following actions items are contingent upon the City Administrator receiving all “petition for improvements” documents  
Create Assessment District for Storm Sewer Improvement District No. 4065  
Authorize Engineer to prepare Engineer’s Report  
Approve Engineer’s Report for Storm Sewer Improvement District No. 4065  
Authorize preparation of Plans & Specs  
Approve Plans & Specs for Storm Sewer Improvement District No. 4065  
Authorize Ad for Bids for Storm Sewer Improvement District No. 4065

PLAT OF  
**GATEWAY WEST ADDITION**

A PLAT OF PART OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 139 NORTH,  
 RANGE 49 WEST, CASS COUNTY, NORTH DAKOTA



**ASSESSMENT DISTRICT BOUNDARY FOR  
 STORM SEWER IMPROVEMENT DIST. NO. 4065 -  
 "GATEWAY WEST ADDITION"**



**VICINITY MAP**  
 SECTION 18, T. 139N, R. 49W

Controlled Access per doc. nos.  
 345654, 341976, 819995, 823160,  
 880239 & 931423

For the purposes of this plat, the southerly line of  
 ELMWOOD COURT ADDITION, is assumed to bear of  
 North 87 degrees 44 minutes 26 seconds East

CURVE NO.	CURVE LENGTH	RADIUS	CENTRAL ANGLE	CHORD LENGTH	CHORD BEARING
C1	332.75'	1085.92'	Δ=17°33'25"	331.45'	S17°23'32"W
C2	108.54'	1070.92'	Δ=5°48'26"	108.49'	S29°04'26"W

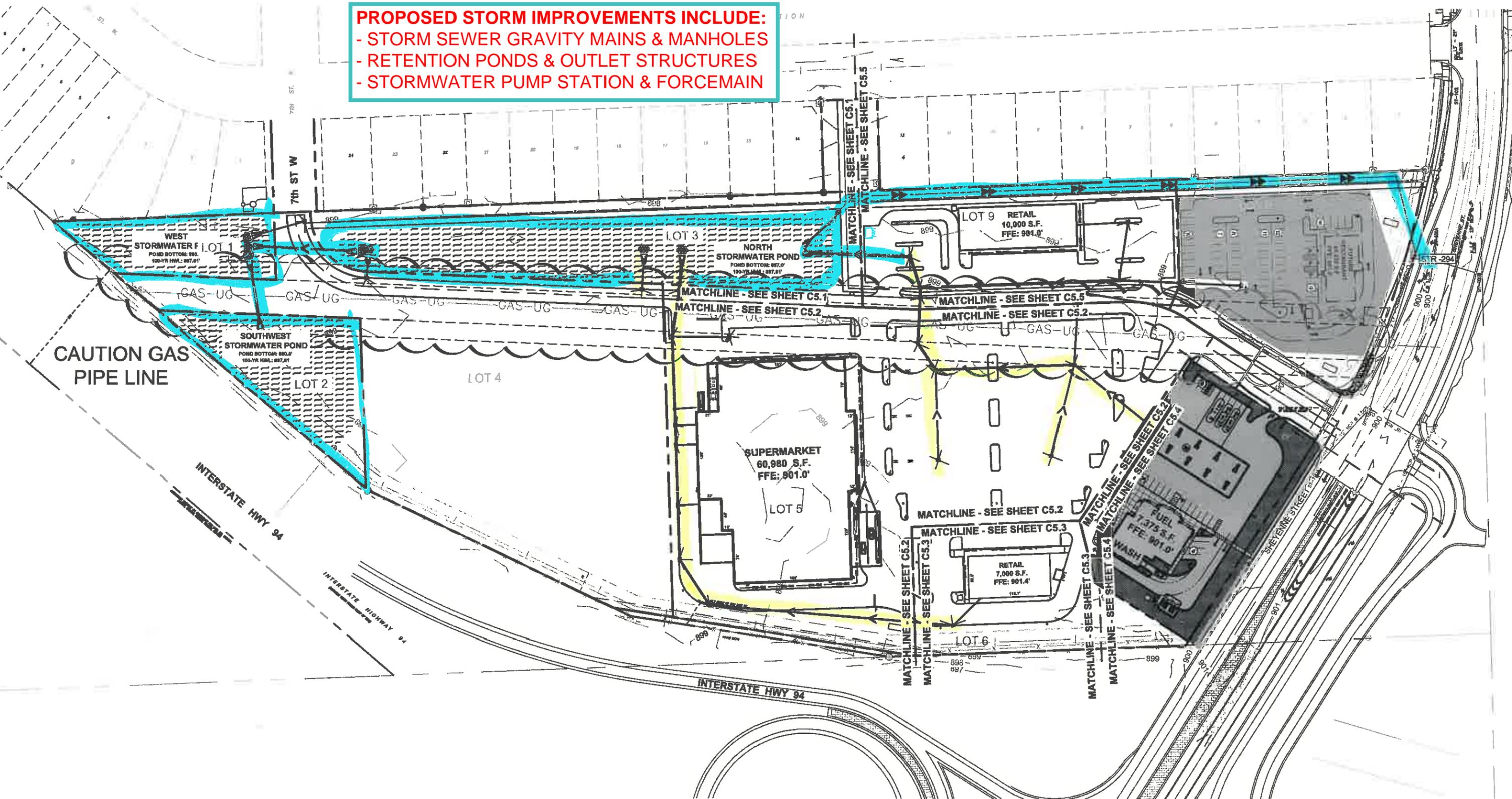
- FOUND IRON MONUMENT AS NOTED
- SET IRON MONUMENT MARKED WITH LICENSE NUMBER 8790



**Egan, Field & Nowak, Inc.**  
 land surveyors since 1872

**PROPOSED STORM IMPROVEMENTS INCLUDE:**

- STORM SEWER GRAVITY MAINS & MANHOLES
- RETENTION PONDS & OUTLET STRUCTURES
- STORMWATER PUMP STATION & FORCEMAIN



## ENGINEER'S REPORT

The undersigned is the engineer for the City of West Fargo, Cass County, North Dakota, and submits the following report to the Board of City Commissioners of said city:

Storm Improvement District No. 4055 will involve the construction of improvements consisting of storm sewer mains, stormwater pumping station with forcemain, retention ponds, and other miscellaneous installations.

Based upon the estimate of the probable cost, attached hereto and made a part thereof, and the engineering information and studies, the work proposed in said district is feasible.

Dated this 1<sup>st</sup> day of March, 2018.

Dustin T. Scott, PE  
City Engineer  
West Fargo, ND



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Engineer for the City of West Fargo, ND

**STORM IMPROVEMENT DISTRICT NO. 4065  
GATEWAY WEST ADDITION  
WEST FARGO, ND**

*Engineer's Opinion of Probable Cost*

<i>ITEM</i>	<i>UNIT</i>	<i>QUANTITY</i>	<i>UNIT PRICE</i>	<i>TOTAL</i>
<b><u>Storm Lift Station Items</u></b>				
1. Lift Station	LSum	1	\$200,000.00	\$200,000
2. Storm Sewer - Connect to Existing	Each	1	\$2,500.00	\$2,500
3. Storm Sewer - 36" RCP	LF	500	\$70.00	\$35,000
4. Storm Sewer Forcemain - 12" PVC SDR 18	LF	800	\$30.00	\$24,000
5. Storm Sewer Forcemain - 12" DIP	LF	50	\$225.00	\$11,250
6. Specials	Lbs	1,000	\$8.00	\$8,000
7. Combination Air Valve	Each	1	\$10,000.00	\$10,000
8. Forcemain Outfall Structure	LSum	1	\$15,000.00	\$15,000
<b><u>Roadway Items</u></b>				
1. Driveway - 7" Concrete	SY	125	\$125.00	\$15,625
2. Site Grading	LSum	1	\$2,500.00	\$2,500
3. Concrete Pad - 6" Reinforced	SY	80	\$125.00	\$10,000
4. Bollards	Each	2	\$500.00	\$1,000
<b><u>Pond Items</u></b>				
1. Excavation - Pond - On Site	CY	25,000	\$5.50	\$137,500
2. Erosion Control Blanket - Straw	SY	1,600	\$1.50	\$2,400
3. Erosion Control Blanket - Coconut	SY	2,200	\$1.75	\$3,850
4. Temporary Pumping	LSum	1	\$15,000.00	\$15,000
<b><u>General Items</u></b>				
1. Cleaning	LSum	1	\$3,000.00	\$3,000
2. Storm Water Management	LSum	1	\$2,000.00	\$2,000
3. Traffic Control	LSum	1	\$1,000.00	\$1,000
4. Mowing	Each	6	\$250.00	\$1,500
5. Watering	Each	6	\$250.00	\$1,500
6. Topsoil Stripping - 6"	CY	500	\$5.00	\$2,500
7. Topsoil Replacement - 4"	CY	300	\$10.00	\$3,000
8. Inlet Protection Device	Each	2	\$125.00	\$250
9. Sedimentation Control Fence	LF	1,000	\$2.50	\$2,500
10. Stabilized Construction Entrance	Each	1	\$1,000.00	\$1,000
11. Seeding - Type II	SY	2,000	\$0.40	\$800
12. Mulch - Type B - Hydromulch	SY	2,000	\$0.40	\$800
13. Slope Stabilization Mat	SY	400	\$40.00	\$16,000
<b>Total Construction</b>				\$529,475
Engineering				\$95,000
Legal & Administration				\$30,000
Contingencies				\$53,577
Land Acquisition				\$250,000
Bond Discount				\$21,179
<b>TOTAL PROJECT</b>				<b>\$979,231</b>

## Regular Agenda Item #9



### City Commission Agenda Item Request

Please Note: The following information must be completed and submitted before noon on the Thursday preceding the City Commission Meeting. Failure to comply may delay action being taken on your request.

Office Use:

**Regular Agenda Item #:**

**Consent Agenda Item #:**

Agenda Item Information:

**Contact Name: \***

Chris Brungardt / Mark Simions

**Phone Number: \***

701.306.8484

**Email Address:**

chris.brungardt@westfargond.gov

**Date \***

3/1/2018

**Topic for Consent or Regular Agenda?**

Please select one option:

Consent Agenda

Regular Agenda

**Please Briefly Describe Your Request \***

Review and discuss potential changes to parking regulations

**Site Address or Legal Description (if applicable)**

**Action Being Requested from City Commission \***

Review and discuss potential changes to parking regulations

**Upload Additional Documentation (Optional):**

## Regular Agenda Item #10



### City Commission Agenda Item Request

Please Note: The following information must be completed and submitted before noon on the Thursday preceding the City Commission Meeting. Failure to comply may delay action being taken on your request.

Office Use:

**Regular Agenda Item #:**

**Consent Agenda Item #:**

Agenda Item Information:

**Contact Name: \***

Matt Marshall

**Phone Number: \***

433-5311

**Email Address:**

matt.marshall@westfargond.gov

**Date \***

3/1/2018

**Topic for Consent or Regular Agenda?**

Please select one option:

Consent Agenda

Regular Agenda

**Please Briefly Describe Your Request \***

Downtown Street light selection

**Site Address or Legal Description (if applicable)**

Downtown Sheyenne street

**Action Being Requested from City Commission \***

Approval of downtown street light selection

**Upload Additional Documentation (Optional):**



AGENDA ITEM DESCRIPTION  
CITY COMMISSION  
WEST FARGO, NORTH DAKOTA

Agenda # 12

\*\*\*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: March 1, 2018

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

West Fargo Comprehensive Plan – Presentation by Town Planning and Urban Design Collaborative. TPUDC will be in town to assist with a final open house to discuss and present the final draft of the West Fargo Comprehensive Plan “West Fargo 2.0”. Staff from various departments will be present as well to discuss and answer questions. TPUDC has asked for approximately 30 minutes to present at the end of the Commission meeting.

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

Not applicable

5. ACTION BEING REQUESTED FROM CITY COMMISSION:

Schedule Public Hearing and First Reading for April 2, 2018 at 5:30pm for adoption of the West Fargo Comprehensive Plan.

# WEST FARGO 2.0

THE NEW COMPREHENSIVE PLAN FOR WEST FARGO

MARCH  
5<sup>TH</sup> - 6<sup>TH</sup>



## SCHEDULE OF EVENTS

### MONDAY, MARCH 5<sup>TH</sup>

1:00pm - 8:00pm - Open House

6:00pm - 7:00pm - Public Presentation (City Commission Meeting)

### TUESDAY, MARCH 6<sup>TH</sup>

9:00am - 3:00pm - Open House

12:00pm - 1:00pm - Public Presentation

### LOCATION FOR ALL EVENTS:

WEST FARGO CITY HALL

CONFERENCE ROOM - 800 FOURTH AVE. E.

# OPEN HOUSE

The public draft of West Fargo 2.0 is finally here and we look forward to hearing your feedback. Please join us and help get West Fargo 2.0 to the finish line!

For more information visit: [www.wf2point0.com](http://www.wf2point0.com)

PRESENTED BY:

