



**West Fargo City Commission Meeting**  
**Monday, April 6, 2020**  
**Commission Chambers 5:30 PM**

- A. Pledge of Allegiance
- B. Approve Order of Agenda
- C. Approval of Minutes – March 16, 2020 **(Pg. 2-5)**
- D. Approval of Minutes – March 25, 2020 **(Pg. 6)**
- E. Building Permits

**Consent Agenda – Approve the Following:**

- a. Games of Chance for AFSP ND Chapter. Games to be conducted: Calendar Raffle from 6/20/2020 to 7/30/2020 at Spicy Pie, 307 Francis Street **(Pg. 7)**
- b. Environmental Monitoring Easement for Cass County Joint Water Resource District **(Pg. 8-17)**

**Regular Agenda**

- 1. Second Reading of Ordinance No. 1135, Sales Tax – **John Shockley (Pg. 18-19)**
- 2. Second Reading of Ordinance No. 1110, Display of License and Online Motor Vehicle Registration – **John Shockley (Pg. 20-21)**
- 3. First Reading of Ordinance No. 1154, Parking – **Matt Andvik (Pg. 22-40)**
- 4. Second Reading and Final Plat Approval of The Ranch at The Wilds First Addition and Rezoning – **Tim Solberg (Pg. 41-60)**
- 5. Discussion of waiving 2020 Liquor License Fees – **Eric Gjerdevig (Pg. 61)**
- 6. Review bid results for Sewer, Water, Storm, and Street Improvement District No. 1329 – **Dustin Scott (Pg. 62-74)**
- 7. Review Task Order No. 16-2 for Project No. 6055 – **Dustin Scott (Pg. 75-95)**
- 8. Spring Flood Update – **Dustin Scott, Matt Andvik (Pg. 96)**
- 9. Construction Updates – **Dustin Scott**
- 10. City Administrator's Report – **Tina Fisk**
- 11. Correspondence
- 12. Non-Agenda
- 13. Adjourn



**West Fargo City Commission Meeting**  
**Monday, March 16, 2020**  
**Commission Chambers 5:30 PM**

The West Fargo City Commission met on Monday, March 16, 2020, at 5:30 pm. Those present were Bernie Dardis, Brad Olson, Mark Simmons, Eric Gjerdevig, and Mike Thorstad. The President of the Board Bernie Dardis called the meeting to order.

Preston of Boy Scout Troop 637 led the Pledge of Allegiance.

Commissioner Gjerdevig moved and Commissioner Olson seconded to approve the Order of Agenda as presented with the addition of Regular Agenda Item 1a: Emergency Declaration for COVID-19. No opposition. Motion carried.

Commissioner Olson moved and Commissioner Thorstad seconded to approve the minutes of March 2, 2020 as presented. No opposition. Motion carried.

The Commission reviewed the Building Department Activity Report dated March 16, 2020 and Building Permits #63-81. Commissioner Gjerdevig moved and Commissioner Olson seconded to approve the Building Permits as presented. No opposition. Motion carried.

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

- a. Bills
- b. Final approval of River's Bend at the Preserve 5<sup>th</sup> Addition, a combination plat
- c. Gaming Site Authorization for West Fargo Rural Fire Department, Inc. Games to be conducted: Bingo, Raffles, Pull Tab Dispensing Device, Electronic Pull Tab Device, Paddlewheels with Tickets at Boston Pizza, 1640 13<sup>th</sup> Avenue East
- d. Gaming Site Authorization for West Fargo Rural Fire Department, Inc. Games to be conducted: Bingo, Raffles, Pull Tab Jar, Pull Tab Dispensing Device, Electronic Pull Tab Device, Twenty One, and Paddlewheels with Tickets at Bordertown, 807 Main Avenue East
- e. Gaming Site Authorization for West Fargo Rural Fire Department, Inc. Games to be conducted: Bingo, Raffles, Pull Tab Jar, Pull Tab Dispensing Device, Electronic Pull Tab Device, Twenty One, and Paddlewheels with Tickets at Silver Dollar, 221 Sheyenne Street
- f. Games of Chance for Stacy Hennum. Games to be conducted: Raffle on 4/4/2020 at the West Fargo VFW, 444 Sheyenne Street
- g. Application for Appropriation from Civil Asset Forfeiture Fund
- h. Project Agreement for Habitat for Humanity Project at 1410 11<sup>th</sup> Street West
- i. Property Tax Incentive Agreement for The Housing Authority of Cass County
- j. 2020 Neighborhood Revitalization Program Guidelines
- k. Pioneer Place 2<sup>nd</sup> Addition

No opposition. Motion carried.



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Commissioner Dardis opened Regular Agenda Item 1A, the Emergency Declaration for COVID-19. Commissioner Gjerdevig moved and Commissioner Simmons seconded to approve the Emergency Declaration for COVID-19 as presented. No opposition. Motion carried.

Planner Malachi Petersen appeared before the Commission to review a Renaissance Zone application for Quality Boneless Beef Co Inc. After discussion, Commissioner Olson moved and Commissioner Gjerdevig seconded to approve the application as presented. No opposition. Motion carried.

Planner Malachi Petersen appeared before the Commission to review Renaissance Zone applications for the Restad Industrial Park. After discussion, three motions were made by the Commission. Commissioner Gjerdevig moved and Commissioner Olson seconded to approve the Renaissance Zone application for RDA Inc. No opposition. Motion carried. Commissioner Olson moved and Commissioner Simmons seconded to approve the Renaissance Zone application for Krog Transport LLC. No opposition. Motion carried. Commissioner Simmons moved and Commissioner Gjerdevig seconded to approve the Renaissance Zone application for F6 Transport LLC. No opposition. Motion carried.

Planner Malachi Petersen appeared before the Commission to review the Enterprise Grant application for HollyWould Beauty Suites. After discussion, Commissioner Gjerdevig moved and Commissioner Simmons seconded to approve the Enterprise Grant application as presented. No opposition. Motion carried.

Planning & Zoning Director Tim Solberg appeared before the Commission for a Second Reading of Zoning Ordinance Amendments to Section 4-460. After discussion, Commissioner Simmons moved and Commissioner Gjerdevig seconded to approve the Second Reading as presented. No opposition. Motion carried.

City Attorney John Shockley appeared before the Commission for a First Reading of Ordinance No. 1155. After discussion, Commissioner Simmons moved and Commissioner Gjerdevig seconded to approve the First Reading as presented. No opposition. Motion carried.

City Attorney John Shockley appeared before the Commission for a Resolution Providing for Partial Redemption of the Temporary Refunding Improvement Bonds of 2018. After discussion, Commissioner Simmons moved and Commissioner Gjerdevig seconded to approve the resolution as presented. No opposition. Motion carried.



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Finance Director Jim Larson appeared before the Commission to review an Amendment to 2018-1 TIF Agreement. After discussion, Commissioner Gjerdevig moved and Commissioner Simmons seconded to approve the amendment as presented. No opposition. Motion carried.

Finance Director Jim Larson appeared before the Commission to review amendments to the 2017-1 TIF Agreement. After discussion, Commissioner Olson moved and Commissioner Thorstad seconded to table the item until the April 6, 2020 Commission meeting. No opposition. Motion carried.

City Engineer Dustin Scott appeared before the Commission for a Spring Flood Update and Discussion of RFQ for 2020 Flood Engineering Services. After discussion, Commissioner Simmons moved and Commissioner Gjerdevig seconded to approve the RFQ for 2020 Flood Engineering Services and award the contract to Moore Engineering. No opposition. Motion carried.

Library Director Carissa Hansen appeared before the Commission to review the Folkways contract for a community input project for the West Fargo Public Library. After discussion, Commissioner Gjerdevig moved and Commissioner Simmons seconded to approve the contract as presented. No opposition. Motion carried.

Planning & Zoning Director Tim Solberg, Finance Director Jim Larson and City Administrator Tina Fisk appeared before the Commission to review a proposed TIF for redevelopment project at 409 Sheyenne Street. After discussion, Commissioner Simmons moved and Commissioner Olson seconded to approve the proposal as presented. Commissioners Dardis and Gjerdevig opposed. The majority having voted in favor, the motion carried.

City Engineer Dustin Scott appeared before the Commission to provide construction updates. No action was requested.

City Administrator Tina Fisk appeared before the Commission and presented the following items for the City Administrator's Report:

- a. April's Planning & Zoning Commission meeting has been moved to 4/7/2020
- b. COVID-19 update
  - a. Meeting held today to discuss protocols
    - i. Moved to Level 2 threshold
  - b. Park district closed indoor facility
  - c. Library closed
  - d. Fire department closed buildings to public beginning today
  - e. Working offsite
    - i. IT working w/ departments who have people working offsite
  - f. Level 3 threshold has been changed to 8 confirmed cases in Cass County



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- g. Constantly communicating w/ staff and commissioners
  - 1. COVID-19 page has been added to the City website
  - i. Garbage pickup not changing
    - a. Anything outside of normal garbage not bagged, will not be picked up
      - i. Must be bagged and tied

There were no non-agenda items.

There was no correspondence.

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

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Bernie Dardis, Commission President

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Tina Fisk, City Administrator



**West Fargo City Commission Meeting  
Wednesday, March 25, 2020  
Commission Chambers 9:00 a.m.**

The West Fargo City Commission met on Wednesday, March 25, 2020, at 9:00 a.m. Those present were Bernie Dardis, Brad Olson, Mark Simmons, Eric Gjerdevig, and Mike Thorstad. Commission President Bernie Dardis called the meeting to order.

The Pledge of Allegiance was recited.

City Administrator Tina Fisk appeared before the Commission for a Resolution Adopting Emergency Public Hearing Alternatives. After discussion, Commissioner Simmons moved and Commissioner Gjerdevig seconded to approve the resolution as presented. No opposition. Motion carried.

City Attorney John Shockley appeared before the Commission for a Resolution Adopting a Temporary Moratorium Relating to the Retail Sale of Alcoholic Beverages. After discussion, Commissioner Gjerdevig moved and Commissioner Olson seconded to approve the resolution with the addition that delivery drivers must be 21 to deliver alcohol. No opposition. Motion carried.

City Attorney John Shockley appeared before the Commission for a discussion on conducting virtual meetings. After discussion, Commissioner Gjerdevig moved and Commissioner Simmons seconded to accept the virtual meeting plan as presented by City Administrator Tina Fisk and City Attorney John Shockley. No opposition. Motion carried.

Commissioner Simmons moved and Commissioner Gjerdevig seconded to approve the minutes of the March 13<sup>th</sup> special meeting with the change that Commissioner Thorstad was absent. No opposition. Motion carried.

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

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Bernie Dardis, Commission President

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Tina Fisk, City Administrator





## 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: \***

Eric Dodds

**Phone Number: \***

701-364-9111

**Email Address:**

Eric.Dodds@AE2S.com

**Date \***

4/1/2020

**Topic for Consent or Regular Agenda?**

Please select one option:

Consent Agenda

Regular Agenda

**Please Briefly Describe Your Request \***

The Cass County Joint Water Resource District (CCJWRD) is working to secure access agreements to allow the US Army Corps of Engineers (USACE) and Diversion Authority perform biotic and geomorphic monitoring surveys in 2020 and beyond. The easements that we are aiming to secure will enable bio/geo monitoring surveys to be conducted as part of a long-term environmental management approach that is necessary for the Project's Adaptive Management Plan. Representatives from USACE and the Diversion Authority, including contracted scientists and surveyors will conduct the surveys. Eric Dodds has been working with City Engineer Dustin Scott on the review of this easement.

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

That part of Lots 4, 5 & 6, Block 9, FRANCIS SECOND SUBDIVISION 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, lying southerly of a line described as follows:

Commencing at the northeast corner of Lot 4, said Block 9; thence South 02 degrees 16 minutes 06 seconds East on an assumed bearing along the easterly line of said Block 9 for a distance of 69.37 feet to the point of beginning of said line; thence North 69 degrees 40 minutes 46 seconds West for a distance of 119.00 feet; thence South 88 degrees 25 minutes 28 seconds West for a distance of 30.00 feet to a point on the westerly line of said Block 9, said point is 24.99 feet from the northwest corner of said Lot 4 as measured along the westerly line of said Block 9, said line there terminates.

The above described tract contains 17,100 sq. ft., more or less and is subject to all easements, reservations, restrictions, and rights-of-ways of record, if any.

AND

That part of AMENDED AUDITOR'S LOT NO. 4 of the Southeast Quarter in Section 30, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, according to Document No. 609251, on file and of record in the office of the Recorder, said County, lying westerly of a line described as follows:

Commencing at the northeast corner of said AMENDED AUDITOR'S LOT NO. 4; thence South 88 degrees 40 minutes 57 seconds West on an assumed bearing along the north line of said AMENDED AUDITOR'S LOT NO. 4 for a distance of 155.52 feet to the point of beginning of said line; thence South 10 degrees 12 minutes 54 seconds West for a distance of 137.00 feet to a point on the south line of said AMENDED AUDITOR'S LOT NO. 4, said point is 178.54 feet from the southeast corner of said AMENDED AUDITOR'S LOT NO. 4 as measured along the south line of said AMENDED AUDITOR'S LOT NO. 4 and said line there terminates.

The above described tract contains 0.3 acres, more or less, and is subject to all easements, reservations, restrictions, and rights-of-ways of record, if any.

AND

That part of Block 5, LEPIRD'S SUBDIVISION 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, described as follows:

Commencing at the southwest corner of Lot 6 of FIRST SUBDIVISION OF A PART OF BLOCK 5 OF LEPIRD'S SUBDIVISION, according to the recorded plat thereof on file and of record in the office of said Recorder; thence North 02 degrees 19 minutes 49 seconds West on an assumed bearing along the west line of said FIRST SUBDIVISION OF A

Cass County Joint Water Resource District

Environmental Monitoring Easement – City of West Fargo

PART OF BLOCK 5 OF LEPIRD'S SUBDIVISION for a distance of 90.05 feet; thence South 88 degrees 11 minutes 29 seconds West for a distance of 50.93 feet to the point of beginning; thence continuing South 88 degrees 11 minutes 29 seconds West for a distance of 99.07 feet to a point on a line 150.00 feet west of, as measured at a right angle to and parallel with the west line of said FIRST SUBDIVISION OF A PART OF BLOCK 5 OF LEPIRD'S SUBDIVISION; thence North 02 degrees 19 minutes 49 seconds West along said parallel line for a distance of 30.11 feet to the southerly line of a tract described in Book 282 of Deeds at Page 270 on file and of record in the office of said Recorder; thence South 80 degrees 20 minutes 00 seconds East along said southerly line for a distance of 74.69 feet; thence South 61 degrees 33 minutes 26 seconds East for a distance of 30.27 feet to the point of beginning.

The above described tract contains 1,855 sq. ft., more or less and is subject to all easements, reservations, restrictions, and rights-of-ways of record, if any.

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

Recommend approving the Environmental Monitoring Easement.

**Upload Additional Documentation (Optional):**

OIN 51 5240 5282 City of West Fargo Environmental Easement v4.pdf

46.38KB

## ENVIRONMENTAL MONITORING EASEMENT

THIS EASEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2020, **the CITY OF WEST FARGO**, a North Dakota political subdivision, whose post office address is 800 4th Avenue East Street 1, West Fargo, North Dakota, 58078 (“Grantor”); and the **Cass County Joint Water Resource District**, a North Dakota political subdivision, whose post office address is 1201 Main Avenue West, West Fargo, North Dakota 58078-1301 (“Grantee”).

### RECITALS

A. The United States Army Corps of Engineers (the “Corps”) and the Metro Flood Diversion Authority (the “Diversion Authority”) entered into a Project Partnership Agreement on July 11, 2016, and amended on March 19, 2019 for construction of the Fargo-Moorhead Metropolitan Area Flood Risk Reduction Project, commonly referred to as the Fargo-Moorhead Area Diversion Project (the “Project”).

B. Grantee is authorized to acquire the real property rights necessary for purposes of constructing, operating and maintaining the Project.

C. Grantee and the Corps are required to conduct biotic and geomorphological testing of the Red River of the North and its tributaries in the vicinity of the Project to monitor the impact of the Project on those waterways.

D. Grantor owns certain real property necessary for the periodic testing necessary to monitor the impacts of the Project.

E. Grantor agrees to grant and convey an Environmental Monitoring Easement to Grantee in, on, upon, under, over, across and through the property described below for purposes of conducting the biotic and geomorphologic monitoring necessary for the Project, all subject to the terms and conditions contained in this Environmental Monitoring Easement.

In consideration of the mutual covenants contained in this Environmental Monitoring Easement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

## AGREEMENT

1. **The Easement Property.** Grantor grants and conveys to Grantee an easement from this date until December 31, 2070, including the easement rights described in this Environmental Monitoring Easement, upon, over, in, under, across, and through the following real property in Cass County, North Dakota:

**See Exhibit A.**

The property described above is the “Easement Property.”

2. **Use of the Easement Property.** Under this Easement, Grantor grants to Grantee, its officers, employees, agents, representatives, contractors, and subcontractors, and the United States, the following access rights related to the Project regarding the Easement Property for the above described term: ingress and egress in, on, over, across, and through the Easement Property for the purpose of conducting observations, surveys, reviews, and data collection for environmental assessments; conducting topographic field and parcel surveys; collecting soil samples for particle size and organic content analysis; conducting water level, erosion, water quality, habitat, biotic, and geomorphic monitoring; performing any other testing, surveys, and analysis; and necessary and reasonable rights of ingress and egress to and from the Easement Property subject to the provisions regarding damages to property below. In conjunction with the Grantee’s use of the Easement Property, survey monuments may be placed on the Easement Property. Access will take place as necessary to conduct the surveys and observations required by the adaptive management plan for the Project. The adaptive management plan for the Project is attached to the Final Supplemental Environmental Assessment #2 completed by the Corps in February of 2019. The adaptive management plan, and any revisions to the adaptive management plan, will be available by contacting the Grantee. Prior to any access contemplated by this Environmental Monitoring Easement, written notice will be sent to the address on file with the County for real estate tax purposes. Such notice shall indicate the type of work to be completed and provide contact information for the person in charge of the work being completed. Grantor will not be liable for any damages that occur as a result of access pursuant to this Easement.

3. **Consideration.** Subject to the provisions of Section 4 below, Grantor specifically acknowledges the consideration set forth below represents full and final consideration to Grantor as compensation or damages regarding the Easement Property, any of Grantor’s remaining property, or the Project, and that Grantor is not entitled to any further payments, tax reductions, or damages under any state or federal statute, constitutional provision, rule or regulation, or other legal authority related to this Environmental Monitoring Easement.

4. **Damages to Property.** Grantee will reimburse Grantor, or its successors, for reasonable damages to the Grantor’s property resulting from Grantee’s entrance upon the Easement Property pursuant to this Environmental Monitoring Easement. If crops are damaged, Grantee will calculate “reasonable crop damages” based on the area disturbed, actual production history, Grantor’s yields the year of the damages, and current crop prices at the time of the crop damages. Damages to non-crop land will be repaired by Grantee as best as practical.

5. **Easement Runs With the Easement Property.** This Environmental Monitoring Easement, and all covenants, terms, conditions, provisions, and undertakings created under this Environmental Monitoring Easement will run with the Easement Property, and will be binding upon Grantor's heirs, successors, and assigns during the term of the Easement.

6. **Structures and Personal Property.** Unless otherwise agreed by the parties, no structures on the Easement Properties will be entered or disturbed.

7. **Grantor's Covenants.** Grantor warrants that Grantor is the fee simple owner of the Easement Property; and that Grantor has the right to execute this Environmental Monitoring Easement and to make the promises, covenants, and representations contained in this Environmental Monitoring Easement.

8. **Taxes.** Grantor is solely responsible for all taxes and special assessments or assessments for special improvements due, levied, or assessed regarding the Easement Property for all past, present, and future years. Grantee will not be responsible for payment of any real estate taxes or special assessments regarding the Easement Property at any time.

9. **Grantor's Use of the Easement Property.** Grantor has the right and privilege to use the Easement Property at any time, in any manner, and for any purpose that is not inconsistent with Grantee's rights and privileges under this Easement. Grantor will not use, or permit use of, the Easement Property in any manner that disrupts or interferes with Grantee's use of the Easement Property, Grantee's rights and privileges under this Easement, or with the Project. Grantor may plant or farm on the Easement Property at Grantor's sole risk (subject to the provisions of Section 4 above), but only to the extent Grantor's use does not disrupt or interfere with Grantee's use of the Easement Property, Grantee's rights and privileges under this Easement, or with the Project. Grantor shall not remove or destroy any survey markers placed in accordance with this Environmental Monitoring Easement. Grantor will promptly cease any activities and remove any structures or obstructions that interfere with Grantee's use of the Easement Property, Grantee's rights and privileges under this Easement, or with the Project, when directed by Grantee, at Grantor's sole cost.

10. **Maintenance.** Grantee will not be responsible for mowing, haying, or otherwise maintaining any portion of the Easement Property.

11. **Encumbrances.** Grantor may rent or lease the Easement Property, at Grantor's sole discretion and without first obtaining Grantee's consent; and Grantor may mortgage the Easement Property, at Grantor's sole discretion and without first obtaining Grantee's consent so long as any such mortgage is subordinate to this Easement. If Grantor rents or leases the Easement Property, any lessee's rights and uses are subject to this Easement, including the use restrictions described above; Grantor will be fully responsible to Grantee for Grantor's obligations under this Easement, including any violations by any lessee.

12. **Waiver of Warranties.** The parties specifically agree neither Grantee nor any of its agents or representatives have made any representations or warranties in any way regarding the

Project; Grantor's ability to use the Easement Property following construction of the Project; or Grantor's ability to enroll the Easement Property in any federal program.

13. **Forbearance or Waiver.** The failure or delay of Grantee to insist on the timely performance of any of the terms of this Easement, or the waiver of any particular breach of any of the terms of this Easement, 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 Easement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Easement 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 Easement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Easement, and all remaining terms and provisions of this Easement will remain binding and enforceable.

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

17. **Modifications.** Any modifications or amendments of this Easement must be in writing and signed by Grantor and Grantee, and must be recorded in the Cass County Recorder's Office.

18. **Representation.** The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Easement, and agree they have not been influenced by any representations or statements made by any other parties.

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

*(Signatures appear on the following pages.)*





**EXHIBIT A**

That part of Lots 4, 5 & 6, Block 9, FRANCIS SECOND SUBDIVISION 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, lying southerly of a line described as follows:

Commencing at the northeast corner of Lot 4, said Block 9; thence South 02 degrees 16 minutes 06 seconds East on an assumed bearing along the easterly line of said Block 9 for a distance of 69.37 feet to the point of beginning of said line; thence North 69 degrees 40 minutes 46 seconds West for a distance of 119.00 feet; thence South 88 degrees 25 minutes 28 seconds West for a distance of 30.00 feet to a point on the westerly line of said Block 9, said point is 24.99 feet from the northwest corner of said Lot 4 as measured along the westerly line of said Block 9, said line there terminates.

The above described tract contains 17,100 sq. ft., more or less and is subject to all easements, reservations, restrictions, and rights-of-ways of record, if any.

AND

That part of AMENDED AUDITOR'S LOT NO. 4 of the Southeast Quarter in Section 30, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, according to Document No. 609251, on file and of record in the office of the Recorder, said County, lying westerly of a line described as follows:

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The above described tract contains 0.3 acres, more or less, and is subject to all easements, reservations, restrictions, and rights-of-ways of record, if any.

AND

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PART OF BLOCK 5 OF LEPIRD'S SUBDIVISION for a distance of 90.05 feet; thence South 88 degrees 11 minutes 29 seconds West for a distance of 50.93 feet to the point of beginning; thence continuing South 88 degrees 11 minutes 29 seconds West for a distance of 99.07 feet to a point on a line 150.00 feet west of, as measured at a right angle to and parallel with the west line of said FIRST SUBDIVISION OF A PART OF BLOCK 5 OF LEPIRD'S SUBDIVISION; thence North 02 degrees 19 minutes 49 seconds West along said parallel line for a distance of 30.11 feet to the southerly line of a tract described in Book 282 of Deeds at Page 270 on file and of record in the office of said Recorder; thence South 80 degrees 20 minutes 00 seconds East along said southerly line for a distance of 74.69 feet; thence South 61 degrees 33 minutes 26 seconds East for a distance of 30.27 feet to the point of beginning.

The above described tract contains 1,855 sq. ft., more or less and is subject to all easements, reservations, restrictions, and rights-of-ways of record, if any.

ORDINANCE NO. 1135

AN ORDINANCE TO AMEND AND REENACT SECTION 1-0902 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO RELATING TO SALES TAX IMPOSED AND TO AMEND AND REENACT SECTION 1-0903 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO RELATING TO USE TAX IMPOSED.

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

SECTION 1. Section 1-0902 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

1-0902. SALES TAX IMPOSED. Subject to the provisions of N.D.C.C. § 40-05.1-06, and except as otherwise provided by this Ordinance, or the sales and use tax laws of the State of North Dakota, a tax of two percent (2%) is imposed upon the gross receipts of retailers from all sales at retail, including the leasing or renting of tangible personal property, within the corporate limits of the City of West Fargo, North Dakota and sales to any address with the City of West Fargo made by retailers not having a physical presence within the City of West Fargo using the internet, mail order, telephone, or other electronic or technological means , as provided by N.D.C.C. Chapter 57-39.2.

SECTION 2. Section 1-0903 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

1-0903. USE TAX IMPOSED. Subject to the provisions of N.D.C.C. § 40-05.1-06, and except as otherwise provided in this Ordinance, or the sales and use tax laws of the State of North Dakota, an excise tax is imposed upon the storage, delivery, use, or consumption within the corporate limits of the City of West Fargo, North Dakota, of tangible personal property purchased at retail for storage, delivery, use, or consumption in this City, at the rate of two percent (2%) of the purchase price of the property. An excise tax is imposed on the storage, delivery, use, or consumption within the corporate limits of the City of West Fargo. The tax imposed hereunder shall apply to all taxable transactions under N.D.C.C. Chapter 57-40.2.

SECTION 3. Effective Date. This ordinance shall be in full force and effect from and after the date of its final passage and publication.

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

ATTEST:

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City Auditor

Date of First Reading:

Date of Second Reading:

Date of Publication:

Regular Agenda Item #2

ORDINANCE NO. 1110

AN ORDINANCE TO AMEND AND REENACT SECTION 13-0304.8 AND TO CREATE AND ENACT SECTION 13-0313 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO RELATING TO PROPER DISPLAY OF LICENSE AND ONLINE MOTOR VEHICLE REGISTRATION.

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

SECTION 1. Section 13-0304.8 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

8. Any person violating any of the provisions of this ~~chapter~~ section for which another penalty is not specifically provided is guilty of a class B misdemeanor.

SECTION 2. Section 13-0313 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby created and enacted to read as follows:

13-0313. ONLINE REGISTRATION PRIMA FACIE EVIDENCE. The possession of a receipt, via the North Dakota Department of Transportation's online registration renewal service, is prima facie evidence of compliance with motor vehicle registration laws, with reference to the vehicle therein described, for a period of fifteen (15) days from the date of the printed receipt.

SECTION 3. Effective Date. This ordinance shall be in full force and effect from and after the date of its final passage and publication.

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

ATTEST:

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

Date of First Reading:

Date of Second Reading:

Date of Publication:



## 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: \***

Matthew Andvik

**Phone Number: \***

701-212-7867

**Email Address:**

matthew.andvik@westfargond.gov

**Date \***

4/2/2020

**Topic for Consent or Regular Agenda?**

Please select one option:

Consent Agenda

Regular Agenda

**Please Briefly Describe Your Request \***

This is the first reading of the revision to the Parking Ordinance 1154. This revision would allow the a declaration of a snow emergency and would have no parking on snow emergency routes during the snow emergency. We would also create no parking zones where public works would have a set day to do maintenance on the streets.

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

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

Approve the 1st reading of the Revision of Parking Ordinance 1154

**Upload Additional Documentation (Optional):**

ORDINANCE NO. 1154

AN ORDINANCE TO AMEND AND REENACT SECTIONS 13-1604, AND 13-1608, AND TO CREATE AND ENACT SECTION 13-1618, AND TO REPEAL SECTION 13-1606 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO RELATING TO PARKING.

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

SECTION 1. Section 13-1604 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

13-1604. PARKING OF TRUCKS, TRUCK TRACTOR, TRAILER, SEMI-TRAILER, OR COMMERCIAL TRAILERS - REGULATED; AND PROHIBITION OF DOLLYING DOWN OF SEMI-TRAILERS.

1. No truck, truck tractor, trailer, semi-trailer, or commercial trailer shall be parked on any street, boulevard, or alley in any residential district of the City of West Fargo for a longer period than one hour; nor shall any such vehicle be parked overnight on any street, avenue, boulevard, or alley in any residential district of the City, or within 100 feet of any residence, condominium, or apartment building; provided, however, that such vehicles loading or unloading cargo may be parked on the streets or alleys long enough to complete their loading or unloading; and provided further that such restrictions shall not apply to any vehicle in use on any repair, maintenance, or construction project in progress on any such street, boulevard, or alley. "Commercial vehicle" as designated herein shall not include vehicles rated as less than one-ton.
2. No semi-trailer shall be dollied down, or detached from the truck tractor on any street, avenue, boulevard, or alley in any district of the City of West Fargo.
3. Parking of construction vehicles regulated. Notwithstanding the provisions of this chapter, whenever off-street parking is not available or practical, parking of construction vehicles as herein defined is permitted for the term and under the conditions set forth hereinafter. "Construction vehicles" are defined as vehicles or trailers being used in performing construction, remodeling, maintenance, siding or the like. Such vehicles may include pickups, trucks, trailers detached from the towing vehicle provided the trailers do not exceed 30 feet in length, and vans. Such vehicles do not include, however, truck tractor or semi-trailers, but may include bumper-hitch or fifth-wheel construction-type

trailers not exceeding 30 feet in length. The following conditions apply to any parking under this section:

- A. Parking is not allowed in "no parking" zones or any other prohibited area as set forth in city ordinance except as otherwise allowed by permit issued by the public works office.
  - B. Vehicles and/or trailers must be properly licensed as required by the state of North Dakota.
  - C. A trailer disconnected from the towing vehicle must have a properly sized pad placed under the dolly or jack to avoid damage to the street.
  - D. Street parking will be allowed only if appropriate measures are taken to insure public safety. Construction vehicles, equipment, and trailers shall conform to the respective commercial standards as described in Federal Motor Vehicle Safety Standard 108 (FMVSS 108). Additionally, channelization devices (e.g. cones) shall be used in advance of any trailer or equipment when work is in progress. The cones shall conform to section 3F.02 of the *Manual on Uniform Traffic Control Devices* (MUTCD). Taper lengths shall be determined in accordance with the current edition of *A Policy on Geometric Design of Highways and Streets* (green book).
  - E. Parking of a vehicle or trailer shall not be allowed directly across the street from another parked vehicle or trailer.
  - F. There shall be no parking allowed which would be in violation of any other ordinance of the City of West Fargo concerning parking regulations.
  - G. The owner's name, company name (if any), and the phone number shall be legibly indicated on any trailer or construction vehicle.
  - H. Twenty-eight inch cones or barrels with high-intensity sheeting around the entire perimeter of the trailer and/or equipment may be substituted for the measures prescribed in subsection (D) above.
4. Impounding vehicles. The Chief of Police or his designee may impound any truck, trailer, semi-trailer, delivery car, service, or other commercial vehicle parked in violation of this ordinance and may retain possession of the same until all fines and fees have been paid and

until any sentence or order of the court has been completed and/or obeyed.

SECTION 2. Section 13-1606 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby repealed:

~~13-1606. PARKING LIMITS. The owner, driver, or any other person having under his control or charge any vehicle of any kind whatsoever, shall not cause, permit, or allow such vehicle to stand or remain in any one place for a longer period than seventy-two (72) hours upon any street or alley in the City of West Fargo. Compliance with this ordinance requires the vehicle be moved a minimum distance of one hundred feet (100') from its location within the seventy-two (72) hour time period. The Public Works Director shall place signs on all street entrances to the City to notify the public of this restriction.~~Reserved for future use.

SECTION 3. Section 13-1608 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

~~13-1608. PARKING OF MOBILE HOMES, RECREATIONAL VEHICLES, AND RECREATIONAL EQUIPMENT AND RECREATIONAL TRAILERS. No mobile home, recreational vehicle, or recreational equipment, or recreational trailer may be parked upon any street, boulevard, or alley within a residentially zoned district for a period exceeding seventy-two (72) hours. Compliance with this ordinance requires the attached recreational vehicle, recreational equipment, or recreational trailer be moved a minimum distance of one hundred feet (100') from its location within the seventy-two (72) hour time period.~~

SECTION 4. Section 13-1618 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby created and enacted to read as follows:

~~13-1618. RESERVED FOR FUTURE USE~~ SNOW EMERGENCY ROUTES; SNOW EMERGENCY.

1. Definitions. The following definitions, in addition to those contained in Chapter 13-0101, will apply in the interpretation and enforcement of this section:

A. "Mayor" is the President of the Board of City Commissioners for the City Of West Fargo, or, in the event of the absence of the Mayor, the Vice-President, or their designee. In the event of the absence of both the Mayor and the

Vice-President, the Board of City Commissioners shall have all authority granted by this section.

B. "Snow emergency routes" are those streets generally traversing the entire city or a major part thereof, and are considered essential to the rapid movement of emergency vehicles and normally carry heavy traffic volumes.

2. Parking on snow emergency route.

A. No person shall stop, stand or park a vehicle except when necessary to avoid conflict with other traffic and in compliance with the law or the at the direction of a police officer or traffic-control device, along any snow emergency route during snow events of three inches of snowfall or more.

3. Emergency declaration.

A. Whenever the Mayor finds, on the basis of falling snow, sleet or freezing rain, or on the basis of a forecast by the U.S. Weather Bureau or other weather service of snow, sleet, or freezing rain that weather conditions will make it necessary that motor vehicle traffic be expedited and that parking on city streets be prohibited or restricted for snow plowing and other purposes, he shall put into effect a parking prohibition on snow emergency routes and all other city streets, as necessary, by declaring it in a manner prescribed by this ordinance.

B. Once in effect, a prohibition under this section shall remain in effect until terminated by announcement of the Mayor in accordance with this ordinance, except that any street area which has become substantially clear of snow and ice from curb to curb for the length of the entire block shall be automatically excluded therefrom. While the prohibition is in effect, no person shall park or allow to remain parked any vehicle on any portion of a snow emergency route or city street to which it applies. However, nothing in this section shall be construed to permit parking at any time or place where it is forbidden by any other provision of law.

C. The Mayor shall cause each declaration made by him pursuant to this ordinance to be publicly announced by means of broadcasts or telecasts from stations with a normal operating range covering the city,

and he may cause such declaration to be further announced in newspapers of general circulation when feasible. Each announcement shall describe the action taken by the Mayor including the time it became or will become effective, and shall specify the streets or areas affected.

D. The Mayor shall make or cause to be made a record of each time and date when any declaration is announced to the public in accordance with this section.

4. Stalled vehicle on snow emergency route.

Whenever a vehicle becomes stalled for any reason, on any part of a snow emergency route on which there is a covering of snow, sleet or ice, or on which there is a parking prohibition in effect, the person operating such vehicle shall take immediate action to have the vehicle towed or pushed off the roadway of such snow emergency route into the first cross-street which is not a snow emergency route. No person shall abandon or leave his vehicle in the roadway of a snow emergency route (regardless of whether he indicates, by raising the hood or otherwise, that the vehicle is stalled), except for the purpose of securing assistance during the actual time necessary to go to a nearby telephone or to a nearby garage, gasoline station or other place of assistance and return without delay.

5. Termination of parking prohibition by the Mayor.

Whenever the Mayor finds that some or all of the conditions which give rise to a parking prohibition in effect pursuant to this ordinance no longer exist, he may declare the prohibition terminated, in whole or in part, in a manner prescribed by this ordinance, effective immediately upon announcement.

6. Provisions temporarily effective to take precedence.

Any provision of this ordinance which becomes effective by declaration of the Mayor or upon the occurrence of certain weather conditions shall, while temporarily in effect, take precedence over other conflicting provisions of law normally in effect, except that it shall not take precedence over provisions of law relating to traffic accidents, emergency travel of authorized emergency vehicles or emergency traffic directions by a police officer.

7. Signs to mark snow emergency routes.

A. On each street designated by resolution as hereafter provided, as a snow emergency route, such streets shall be posted with appropriate signs. Signs posted in accordance with this section shall be distinctive and uniform in appearance and shall be plainly visible and readable to persons traveling on the street or highway.

8. Impounding vehicles.

Any vehicle stopped on any snow emergency route in violation of any of the provisions of this article may be impounded in accordance with this chapter and no person shall recover any vehicle removed pursuant to this section without first paying the cost of removal and the cost of storage. Any payments required by this section shall not be construed as a penalty so as to preclude prosecution for violation of any of the provisions of this chapter.

9. Violations—Traffic citation—Complaint.

Whenever any motor vehicle is found stopped or parked contrary to the provisions of this article, the owner of such vehicle may be charged with a violation of this chapter. Prosecution may be instituted by traffic citation or complaint in the same manner as for violation of any of the provisions of this chapter.

10. Evidence with respect to vehicles parked or left in violation of ordinance.

In any prosecution with regard to a vehicle parked or left in a place or in a condition in violation of any provision of this ordinance, proof that the particular vehicle described in the complaint was parked or left in violation of a provision of this ordinance, together with proof that the defendant named in the complaint was at the time the registered owner of such vehicle, shall constitute prima facie evidence that the defendant was the person who parked or left the vehicle in violation of this ordinance.

11. Snow emergency routes designated.

Snow emergency routes shall be as designated by resolution of the Board of City Commissioners.

SECTION 5. Effective Date. This ordinance shall be in full force and effect from and after the date of its final passage and publication.

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

ATTEST:

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

Date of First Reading:

Date of Second Reading:

Date of Publication:



# Parking Ordinance Revision

ORD 1154

# The Main Revisions to the Ordinance

- ▶ Section 13-1606 is deleted
- ▶ Section 13-1608 No mobile home, recreational vehicle, or recreational equipment may be parked on the street in a residential zoned area
- ▶ Section 13-1618 the “Mayor” may declare a snow emergency, once in effect, there will be no parking on all snow emergency routes, or city street to which it applies until the snow emergency is over.
- ▶ The declaration of the snow emergency will be announced by means of broadcasts and newspapers.
- ▶ Any vehicles on snow emergency routes during a snow emergency may be impounded



# Why the need for a Revision?

- ▶ The last few winters have shown the need to restrict parking on snow emergency routes.
- ▶ A Snow Emergency could be declared with a snow fall of 3 inches or more.
- ▶ It would considerably speed up our plowing operation.
- ▶ The parking restrictions by zones would create a day of the week that we could use as a maintenance day, for Plowing Snow, Blowing Snow, Street Sweeping, Hydrant Flushing, and General Maintenance.
- ▶ This will give Public Works the ability to have a set day to plow curb to curb during the winter.

# Here is What Our Operator's See



# Some Examples of Parking Issues



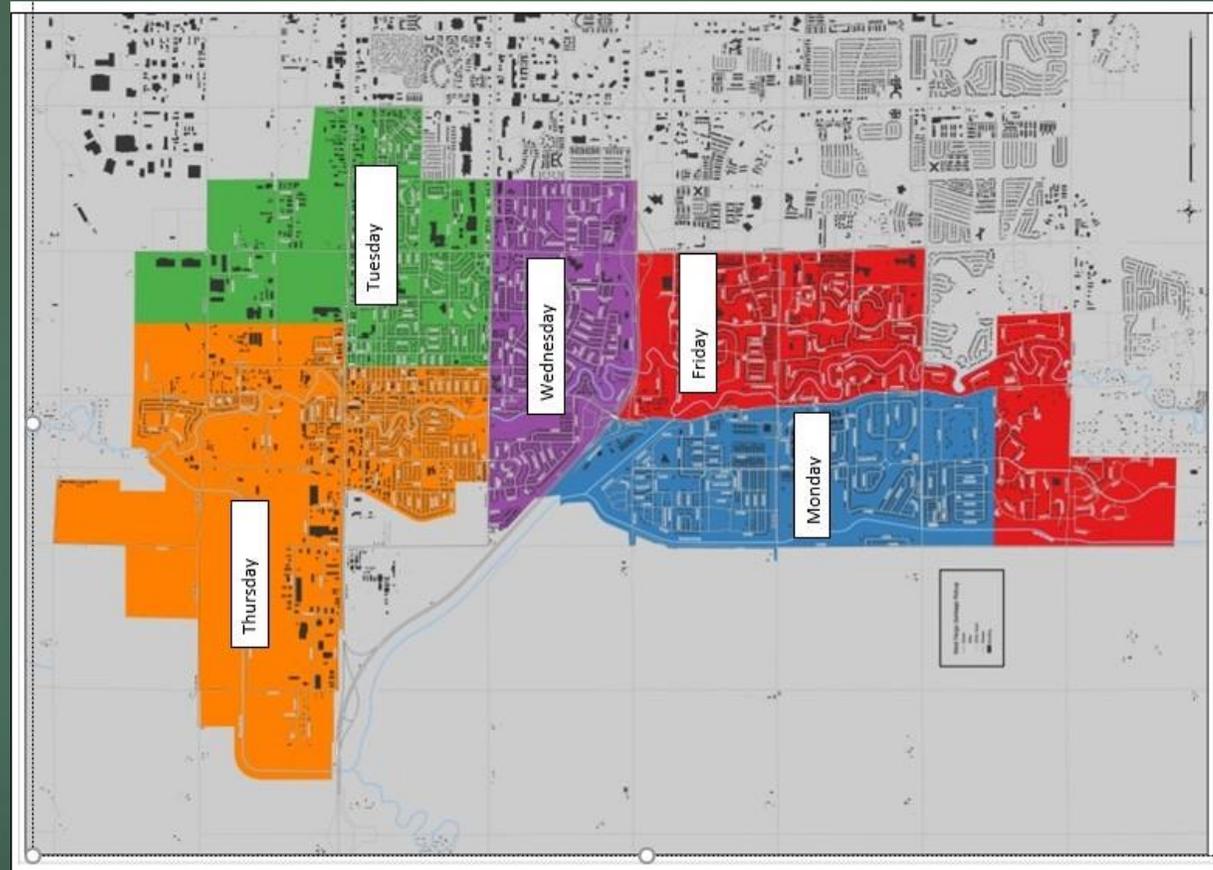
# A Few More Examples



# No Street Parking by Zones

- ▶ Using Section 13-1619 of the parking ordinance we proposed to create no parking zones around the city from 8am to 5pm.
- ▶ The zones would be the same as Sanitation Zones.
- ▶ The “No Parking” days would be one day off of the Sanitation Zones, for example if your garbage day is Tuesday, Monday would be “No Parking” in your Zone.
- ▶ This works for two reasons; Street staff is not competing for road space with Sanitation, and after Monday’s garbage pick up should go more smoothly due to clean streets.

# Map of Parking Zones



# Positives and Savings

- ▶ The cost to plow an average 3" snow event is approx. \$40,000.
- ▶ With this ordinance we would save 10% of this conservatively per event.
- ▶ This would shorten the time it takes to plow the city by at least an hour.
- ▶ It would decrease our crews having to return to areas after cars have left the curbside.
- ▶ There would be a decrease in calls from the public about excessive snow in front of their driveway, due to having to go around a parked car.
- ▶ The residents would have an idea of what day we would be in their neighborhood to plow and do maintenance.

# The Cost

- ▶ The cost to put up the no parking signs to go with this ordinance, would be \$113,108.27. We would need 2,500 signs, this comes out to \$45.24 per sign.
- ▶ Public Works crews will install the signs.



# Questions That Might Be Asked?

- ▶ Can I park my boat on the street? Yes as long as it is attached to a vehicle.
- ▶ What if I have a family gathering on my no parking day? Contact Public Works to work on a solution.
- ▶ Will the police be out looking for violations? No, if there is a complaint they will check it out.
- ▶ How would I know about a Snow Emergency being declared? We would send out a press release to the media, send out alerts through our website (please sign up), and social media posts.

AGENDA ITEM DESCRIPTION  
CITY COMMISSION  
WEST FARGO, NORTH DAKOTA

Agenda # 4

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

1. CONTACT PERSON: Tim Solberg, AICP
  
2. PHONE NUMBER: 433-5321 DATE: April 2, 2020
  
3. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:  
The Ranch at The Wilds First Addition and Rezoning from A: Agricultural to PUD:  
Planned Unit Development.
  
4. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):  
S½ of Section 31, T139N, R49W, City of West Fargo, North Dakota.
  
5. ACTION BEING REQUESTED FROM CITY COMMISSION:  
Second Reading on the rezoning and Final Plat Approval based on conditions  
listed in the staff report.

CITY OF WEST FARGO PLANNING & COMMUNITY DEVELOPMENT

STAFF REPORT

A19-49		SUBDIVISION/REZONING	
The Ranch at The Wilds 1 <sup>st</sup> Addition			
S½ of Section 31, T139N, R49W, City of West Fargo, North Dakota			
Applicant: Houston Eng. – Brian Pattengale Owner: Westport Investments, LLC		Staff Contact: Tim Solberg, AICP	
Planning & Zoning Commission Public Hearing:		12-10-2019 - Approved	
Detailed Development Plans:		02-11-2020 - Approved	
City Commission Introduction:		01-06-2020	
Public Hearing & 1 <sup>st</sup> Reading:		03-02-2020	
2 <sup>nd</sup> Reading & Final Plat Approval			

**PURPOSE:**

Plat and zone land for residential development

**STATEMENTS OF FACT:**

Land Use Classification:	G-2: Sub-Urban – Growth Sector
Existing Land Use:	Vacant
Current Zoning District(s):	A: Agricultural
Zoning Overlay District(s):	N/A
Proposed Zoning District(s):	PUD: Planned Unit Development
Proposed Lot size(s) or range:	6,965 to 21,482 square feet for residential lots; 127,291 square feet for the Community Clubhouse/Retention Pond
Total area size:	23.54 Acres
Adjacent Zoning Districts:	North & East – A: Agricultural West – P: Public Facilities & R-1A: Single Family Dwellings South - City of Horace & R-1: One & Two Family Dwellings
Adjacent/Proposed street(s):	9 <sup>th</sup> Street W (collector); 52 <sup>nd</sup> Ave W (Minor Arterial); “Rania Way”(Local); “Mira Court”(Local)
Adjacent Bike/Pedestrian Facilities:	Sidewalks and multi-use path along 9 <sup>th</sup> St W
Available Parks/Trail Facilities:	Park within the Wilds development within ½ mile accessible by multi-use path and sidewalks
Land Dedication Requirements:	Dedication required – previous agreements in the Wilds have addressed a present shortfall in dedication requirements that will need to be addressed

**DISCUSSION AND OBSERVATIONS:**

- The applicant has submitted an application, preliminary plat, and concept development plans for single family dwellings.
- Concept plans show 77 single family homes, a clubhouse and a storm water pond.
- Right-of-way widths for local streets on the preliminary plat provided are not adequate. A minimum of 62’ is required to meet requirements of Section 4-0406.3 of City Ordinances regulating

STAFF REPORT

subdivision design. The PUD process may allow deviation, however staff is reluctant of the deviation without full approval of the City Engineer, Public Works Director, Police Chief and Fire Chief.

- The developer has provided a site plan which demonstrates that sidewalks will not be present on the interior lots of the proposed Block 3. This can be allowed through Section 2-0102.5 if the City Commission waives the requirement for sidewalks along both sides of the street “for good cause”.
- The developer is proposing that some lots within the development would have a zero lot line on one side to provide for more patio space on the other side for each home. The City does not have a residential district that provides for this zero side lot line, however it is common in commercial properties that can provide adequate firewalls. The Building Inspector has been consulted for an opinion on the matter and will work with the developer to consider how best to achieve this vision.
- Current proposed street names will need to be changed to meet approved Street Naming and Address Standards of the City.

**NOTICES:**

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

Comments Received:

- The fire department submitted information regarding the need for additional fire station within this development within five years and would like to open discussion with the property owner regarding setting aside land for such a municipal facility possible considering the provisions of 4-0407.1 for said property to fulfill the requirements of Public Land Dedication. (letter and plan attached hereto)
- Engineering has submitted a response letter which outlines concerns over regional stormwater requirements, proposed street right of way width, the proposed stormwater pond within the development, and requirements (and note of responsibility of costs) of installing publicly owned infrastructure. (letter attached hereto)
- The Inspections Administrator has cautioned that the proposed zero lot line side yard will limit the builder’s ability to provide any openings or means of egress on that side. It will also add costs of constructability in order to be permitted. (email attached hereto)

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

- The mix of housing types and increased densities will increase the diversity of the neighborhood housing stock consistent with goals of the Comprehensive Plan’s Action Plan Big Idea to “Strengthen Neighborhoods and Expand Housing Choice”.
- The imbalance currently present in the City with regards to residential land use over commercial land use is a strong component of the Comprehensive Plan. The Big Idea to Grow the Economy and “Target a Balanced Mix of Uses in Key Nodes” would consider this location at the intersection of an arterial roadway (52<sup>nd</sup> Ave W) and a collector roadway (9<sup>th</sup> St W) to be a possible location to introduce a land use other than residential.
- The development is closed off from other development in the area and disconnects the remaining vacant land that will be developed at some point in the future from connectivity to the west and to the south. The Big Idea to Promote Transportation Choice and Mobility recommendation to “Improve Network Design” is not achieved within the current design.

## STAFF REPORT

**RECOMMENDATIONS:**

It is recommended that the City approve the proposed application in concept on the basis that it may be consistent with City plans and ordinances with recommended items to be addressed with the detailed development plans as follows:

1. Developer move the proposed development off of the collector and arterial roadway to preserve the potential of this area to be used for commercial development.
2. Developer provides connectivity to surrounding land through roadway or trail.
3. Developer will be required to obtain approval of dedication requirements and address shortfall present in agreements for the Wild's 6<sup>th</sup> and Wild's 7<sup>th</sup> additions.
4. City Commission to consider right of way widths if developer continues to pursue reduction from 62'.
5. City Commission to consider lack of sidewalk on interior lots of proposed Block 3.
6. Developer will be required to address regional retention concerns of the City Engineer.
7. Developer address concerns of City Engineer included but not limited to regional retention requirements.
8. Detailed Development Plans will be subject, but not limited to provisions to require but not limit to 4-440 Supplementary District Regulations, Section 4-449-A Landscaping Standards, 4-450 Off-Street Parking and Loading Requirements, and 4-460 Sign Regulations.

**PLANNING AND ZONING RECOMMENDATION:**

At their December 10, 2019 meeting, the Planning and Zoning Commission recommended approval of the concept, subject to the eight conditions listed above, with an additional condition that property owners with concerns be notified when the Detailed Development Plans are available for review before the Planning and Zoning Commission.

**DETAILED DEVELOPMENT PLANS – 2-11-2020:**

The applicant has submitted detailed development plans for the development that includes 77 new single family residential lots with associated homeowner association amenities and streets with the proposal for publicly owned utilities. The applicant has further provided proposed district standards for each of the lots which is provided in the attachment and below:

- **Lots 1-29 and 32-53 shown as "Type A" lots with the following District Standards:**

LOW-DENSITY RESIDENTIAL SIDE COURTYARD LOTS (ZERO LOT LINE-STYLE), IN WHICH HOUSES ON A COMMON STREET FRONTAGE ARE SHIFTED TO ONE SIDE OF THEIR LOT. THE SIDE IN WHICH THE HOUSE IS TO BE LOCATED WILL BE DICTATED BY THE PRESENCE OF COURTYARD EASEMENT. REFER TO FIGURE A FOR ADDITIONAL INFORMATION. ALL USES AND REGULATIONS TYPICAL OF "R-1A" DISTRICT SHALL BE APPLIED, EXCEPT AS MODIFIED HEREIN.

PERMITTED USES: SINGLE-FAMILY DETACHED DWELLINGS.

YARD REQUIREMENTS FOR "TYPE A" LOTS

STAFF REPORT

	ONE-FAMILY	ACCESSORY BUILDINGS	OTHER BUILDINGS
LOT AREA MINIMUM (FT <sup>2</sup> )	7,000		
LOT WIDTH MINIMUM (FT)	58		
LOT DEPTH MINIMUM (FT)	125		
FRONT YARD MINIMUM (FT)	25	25	25
REAR YARD MINIMUM (FT)	15	5	20
SIDE YARD MINIMUM (FT)	8(1)(2)	3(1)(2)	10
MAXIMUM LOT COVERAGE	45%		
MAXIMUM HEIGHT	30	15	
MINIMUM GREEN AREA	15%		
MAXIMUM IMPERVIOUS AREA	85%		

(1) SIDE YARD SETBACK MAY BE REDUCED TO 5 FEET ON THE SIDE OF THE LOT BURDENED WITH THE COURTYARD EASEMENT. REFER TO FIGURE A FOR ADDITIONAL INFORMATION.

(2) ON CORNER LOTS, A SIDE YARD FACING A PRIVATE ACCESS & PUBLIC UTILITY EASEMENT SHALL BE A MINIMUM 12 FEET, EXCEPT WHEN A DRIVEWAY TO A GARAGE IS LOCATED IN SAID SIDE YARD, IN WHICH CASE, THE SIDE YARD SHALL BE A MINIMUM OF 20 FEET.

(3) SIDE YARD SETBACKS FOR LOTS 14, 15, 42 & 43 SHALL BE AS SHOWN ON SHEET 3 OF THESE PUD DETAILED DEVELOPMENT PLANS.

- **Lots 55-80 shown as "Type B" lots with the following District Standards:**

TRADITIONAL LOW-DENSITY RESIDENTIAL LOTS. ALL USES AND REGULATIONS TYPICAL OF "R-1A" DISTRICT SHALL BE APPLIED, EXCEPT AS MODIFIED HEREIN.

PERMITTED USES: SINGLE-FAMILY DETACHED DWELLINGS.

YARD REQUIREMENTS FOR "TYPE B" LOTS

	ONE-FAMILY	ACCESSORY BUILDINGS	OTHER BUILDINGS
LOT AREA MINIMUM (FT <sup>2</sup> )	7,000		
LOT WIDTH MINIMUM (FT)	58		

STAFF REPORT

LOT DEPTH MINIMUM (FT)	125		
FRONT YARD MINIMUM (FT)	20	20	20
REAR YARD MINIMUM (FT)	20	5	20
SIDE YARD MINIMUM (FT)	5(1)	5(1)	10
MAXIMUM LOT COVERAGE	45%		
MAXIMUM HEIGHT	30	15	
MINIMUM GREEN AREA	15%		
MAXIMUM IMPERVIOUS AREA	85%		

(1) ON CORNER LOTS, A SIDE YARD FACING A PRIVATE ACCESS & PUBLIC UTILITY EASEMENT SHALL BE A MINIMUM 12 FEET, EXCEPT WHEN A DRIVEWAY TO A GARAGE IS LOCATED IN SAID SIDE YARD, IN WHICH CASE, THE SIDE YARD SHALL BE A MINIMUM OF 20 FEET.

- o **Lots 30 and 81 shown as “Type C” lots with the following District Standards:**

INTENDED FOR USE BY HOMEOWNER'S ASSOCIATION FOR VARIOUS PURPOSES, SUCH AS BUT NOT LIMITED TO CLUBHOUSES, RECREATIONAL ACTIVITIES, PARKING LOTS, AND LANDSCAPING FEATURES. ALL USES AND REGULATIONS TYPICAL OF "R-1A" DISTRICT SHALL BE APPLIED, EXCEPT AS MODIFIED HEREIN.

PERMITTED USES: ADD THE FOLLOWING CONDITIONAL USE AS A PERMITTED USE AND MODIFY AS FOLLOWS:

1. PRIVATE NON-COMMERCIAL RECREATIONAL OR CULTURAL FACILITIES; SUBJECT TO THE FOLLOWING CONDITIONS:

a. THE PROPOSED SITE FOR ANY OF THE USES PERMITTED HEREIN WHICH WOULD ATTRACT PERSONS FROM, OR ARE INTENDED TO SERVE, AREAS BEYOND THE IMMEDIATE NEIGHBORHOOD SHALL HAVE AT LEAST ONE PROPERTY LINE ABUTTING A PRIVATE OR PUBLIC STREET, EITHER EXISTING OR PROPOSED, AND THE SITE SHALL BE SO PLANNED SO AS TO PROVIDE ALL INGRESS AND EGRESS DIRECTLY ONTO OR FROM SAID STREET.

b. FRONT AND REAR YARD SETBACKS SHALL BE AT LEAST SIXTY (60) FEET WIDE; SIDE YARD SETBACKS SHALL BE AT LEAST TWENTY (20) FEET WIDE. PARKING MAY BE ALLOWED IN FRONT YARD ONLY.

- o **Lot 82 is intended for a regional stormwater pond to be owned and maintained by the City of West Fargo. Staff would recommend that this lot be then zoned P: Public Facilities.**
- o **Lots 31 and 54 are intended to serve as a privately owned and maintained street with publicly owned and maintained utilities to include sanitary, water and storm sewer within an easement.**

## STAFF REPORT

Property owners within 150' feet, as well as those who commented at the December meeting were re-notified.

- No comments have been received to date.

The City Engineer and Public Works Director continue to review the plans.

- Engineering has determined that the area plan provided by the landowner to satisfy requirements of platting shows that the utility and grading of the surrounding area can be accommodated. They would however ask for acknowledgement that as a result of the location of the proposed development, that future connections will require development of infrastructure to come from the northwest connection to 9<sup>th</sup> St W which may dictate how the remaining land develops.
- The City's new Public Works Director will work with Planning and Engineering to determine the best approach to accommodating the developer's request to provide privately owned and maintained streets with publicly owned utilities. The strong preference is to provide for a publicly dedicated 62' of right of way.

The developer has addressed shortfalls in previous dedication requirements and will meet the requirements of public land dedication with the proposed plat in an agreement for fee-in-lieu or future land dedication.

It is recommended that the City approve the proposed application on the basis that it may be consistent with City plans and ordinances with recommended items to be addressed with the detailed development plans as follows:

1. Consideration and approval of Public Works Director, City Engineer, Police and Fire of proposal to provide privately owned and maintained streets with publicly owned and maintained utilities.
2. An updated drainage plan is 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 signed subdivision agreement is received.
6. A signed public dedication agreement is received.
7. A certificate is received showing taxes are current.
8. Detailed Development Plans will be subject, but not limited to 4-440 Supplementary District Regulations, Section 4-449-A Landscaping Standards, 4-450 Off-Street Parking and Loading Requirements, and 4-460 Sign Regulations.

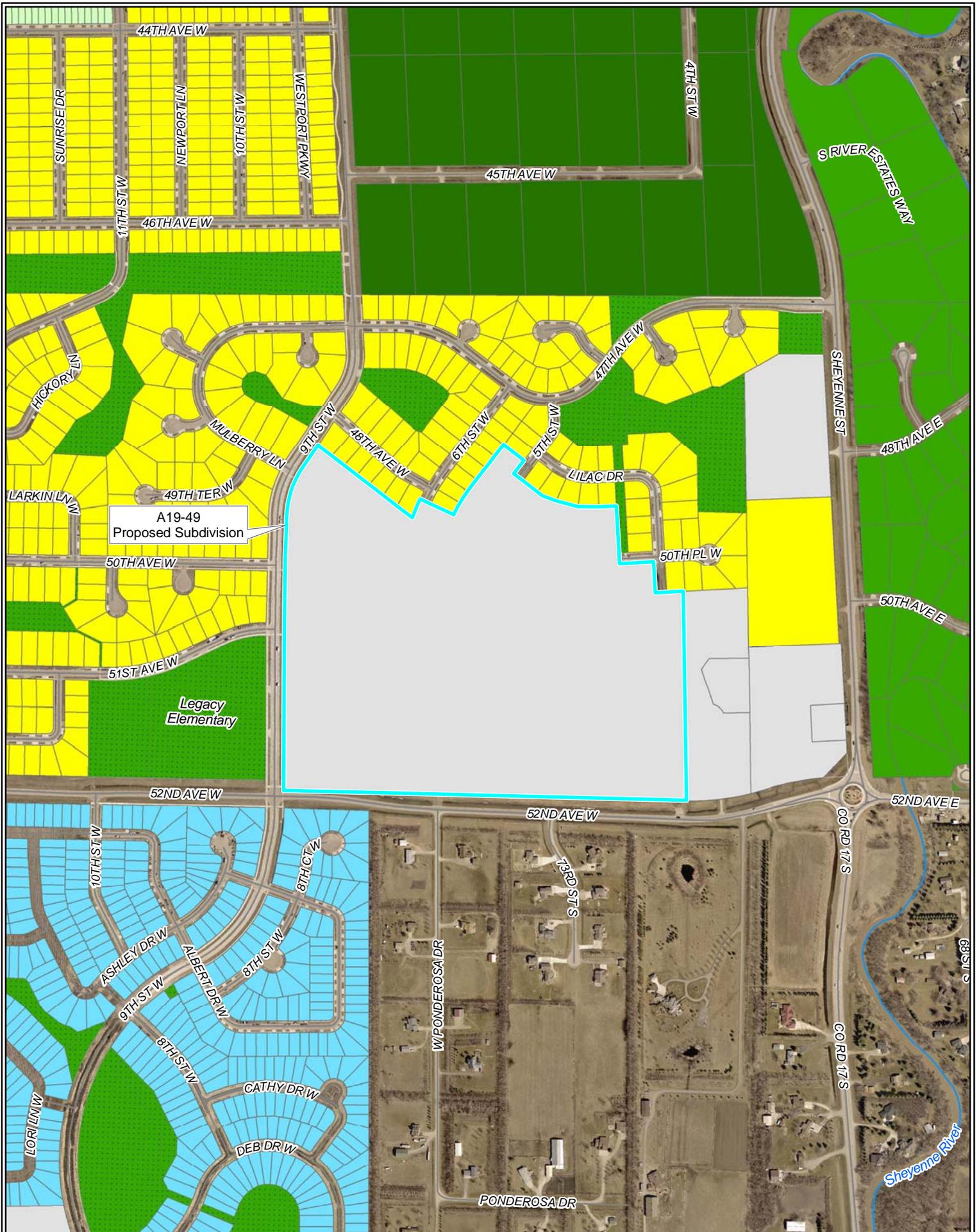
**PLANNING AND ZONING RECOMMENDATION:**

At their February 11, 2020 meeting, the Planning and Zoning Commission recommended approval of the Detailed Development Plans subject to the eight conditions listed above.



A19-49  
Proposed Subdivision

Legacy  
Elementary



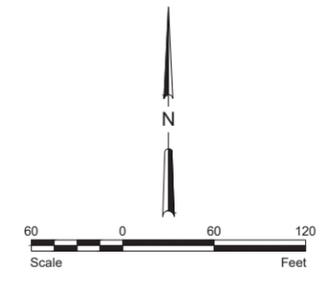
A19-49  
Proposed Subdivision

Legacy  
Elementary

<ul style="list-style-type: none"> <li><span style="color: red;">■</span> A: Agricultural</li> <li><span style="color: orange;">■</span> C: Light Commercial</li> <li><span style="color: yellow;">■</span> C-OP: Commercial Office Park</li> <li><span style="color: purple;">■</span> HC: Heavy Commercial</li> </ul>	<ul style="list-style-type: none"> <li><span style="color: purple;">■</span> LI: Light Industrial</li> <li><span style="color: blue;">■</span> M: Heavy Industrial</li> <li><span style="color: green;">■</span> P: Public</li> <li><span style="color: grey;">■</span> PUD: Planned Unit Development</li> </ul>	<ul style="list-style-type: none"> <li><span style="color: lightblue;">■</span> R-1: One and Two Family</li> <li><span style="color: yellowgreen;">■</span> R-1A: Single Family</li> <li><span style="color: lightgreen;">■</span> R-1B: Special Single Family</li> <li><span style="color: green;">■</span> R-1E: Rural Estate</li> </ul>	<ul style="list-style-type: none"> <li><span style="color: blue;">■</span> R-1S: Special One and Two Family</li> <li><span style="color: darkblue;">■</span> R-1SM: Mixed One and Two Family</li> <li><span style="color: grey;">■</span> R-2: Limited Multiple Dwelling</li> <li><span style="color: brown;">■</span> R-3: Multiple Dwelling</li> </ul>	<ul style="list-style-type: none"> <li><span style="color: orangeyellow;">■</span> R-4: Mobile Home</li> <li><span style="color: yelloworange;">■</span> R-5: Manufactured Home</li> <li><span style="color: lightyellowgreen;">■</span> R-L1A: Large Lot Single Family</li> <li><span style="color: greenyellow;">■</span> R-R: Rural Residential</li> </ul>
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# THE RANCH AT THE WILDS ADDITION

BEING A PLAT OF PART OF THE SOUTH HALF OF SECTION 31, T. 139 N., R. 49 W., 5th P.M.  
CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA

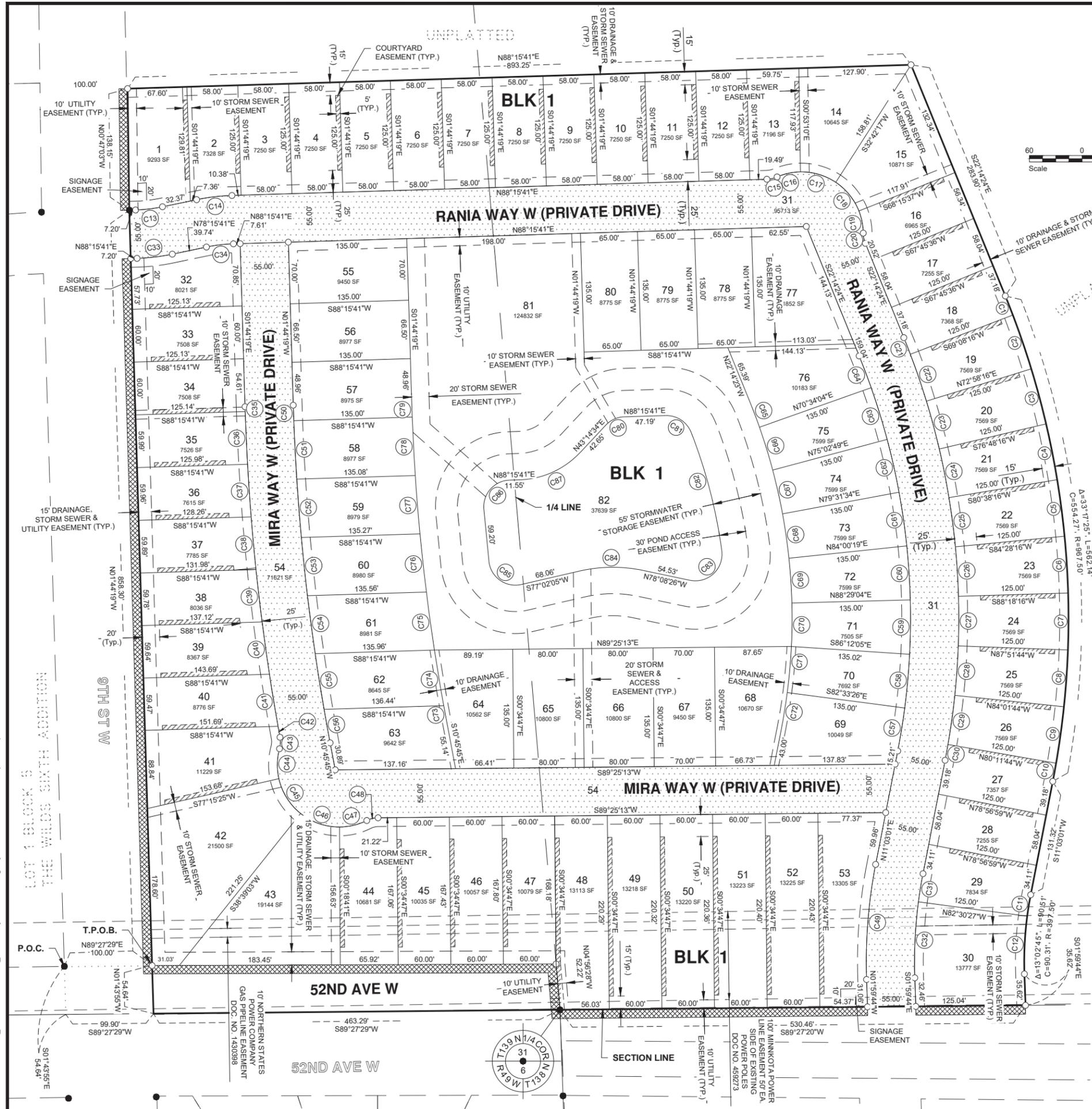


### LEGEND

- IRON MONUMENT FOUND
- 1/2" I.D. PIPE SET
- MEASURED BEARING
- PLAT BEARING
- MEASURED DISTANCE
- PLAT DISTANCE
- NEGATIVE ACCESS EASEMENT
- PRIVATE ACCESS & PUBLIC UTILITY EASEMENT
- COURTYARD EASEMENT
- PLAT BOUNDARY
- LOT LINE
- UTILITY EASEMENT
- EXISTING LOT LINE
- EXISTING UTILITY EASEMENT

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	23.26	967.50	1°22'40"	S21°33'04"E	23.26
C2	64.73	967.50	3°50'00"	N18°56'44"W	64.72
C3	64.73	967.50	3°50'00"	S15°06'44"E	64.72
C4	64.73	967.50	3°50'00"	S11°16'44"E	64.72
C5	64.73	967.50	3°50'00"	S07°26'44"E	64.72
C6	64.73	967.50	3°50'00"	S03°36'44"E	64.72
C7	64.73	967.50	3°50'00"	S00°13'16"W	64.72
C8	64.73	967.50	3°50'00"	S04°03'16"W	64.72
C9	64.73	967.50	3°50'00"	S07°53'16"W	64.72
C10	21.04	967.50	1°14'45"	S10°25'38"W	21.04
C11	24.68	397.50	3°33'28"	S09°16'17"W	24.68
C12	65.82	397.50	9°29'17"	S02°44'55"W	65.75
C13	30.98	177.50	10°00'00"	S83°15'41"W	30.94
C14	40.58	232.50	10°00'00"	S83°15'41"W	40.53
C15	11.97	32.00	21°26'21"	S77°32'31"W	11.90
C16	27.43	70.50	22°17'29"	S77°58'05"W	27.26
C17	42.56	70.50	34°35'09"	N73°35'36"W	41.91
C18	42.53	70.50	34°33'39"	N39°01'12"W	41.88
C19	25.76	70.50	20°56'19"	N11°16'13"W	25.62
C20	11.97	32.00	21°26'21"	N11°31'14"W	11.90
C21	20.26	842.50	1°22'40"	N21°33'04"W	20.26
C22	56.37	842.50	3°50'00"	N18°56'44"W	56.36
C23	56.37	842.50	3°50'00"	N15°06'44"W	56.36
C24	56.37	842.50	3°50'00"	N11°16'44"W	56.36
C25	56.37	842.50	3°50'00"	N07°26'44"W	56.36
C26	56.37	842.50	3°50'00"	N03°36'44"W	56.36
C27	56.37	842.50	3°50'00"	N00°13'16"E	56.36
C28	56.37	842.50	3°50'00"	N04°03'16"E	56.36
C29	56.37	842.50	3°50'00"	N07°53'16"E	56.36
C30	18.32	842.50	1°14'45"	N10°25'38"E	18.32
C31	32.44	522.50	3°33'28"	N09°16'17"E	32.44
C32	86.52	522.50	9°29'17"	N02°44'55"E	86.43
C33	40.58	232.50	10°00'00"	N83°15'41"E	40.53
C34	30.98	177.50	10°00'00"	N83°15'41"E	30.94
C35	5.39	2510.00	0°07'23"	S01°48'01"E	5.39
C36	60.00	2510.00	1°22'11"	S02°32'48"E	60.00
C37	60.00	2510.00	1°22'11"	S03°54'58"E	60.00
C38	60.00	2510.00	1°22'11"	S05°17'09"E	60.00
C39	60.00	2510.00	1°22'11"	S06°39'20"E	60.00
C40	60.01	2510.00	1°22'11"	S08°01'31"E	60.01
C41	60.01	2510.00	1°22'12"	S09°23'42"E	60.01
C42	12.66	2510.00	0°17'20"	S10°13'28"E	12.66
C43	13.15	29.50	25°32'56"	S02°24'19"W	13.05
C44	34.36	70.50	27°55'23"	S01°13'06"W	34.02
C45	47.50	70.50	38°36'22"	S32°02'46"E	46.61

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C46	47.94	70.50	38°57'43"	S70°49'49"E	47.02
C47	32.17	70.50	26°08'29"	N76°37'05"E	31.89
C48	13.32	29.50	25°52'23"	N76°29'02"E	13.21
C49	131.49	577.50	13°02'45"	S04°31'39"W	131.21
C50	17.52	2455.00	0°24'32"	N01°56'35"W	17.52
C51	66.50	2455.00	1°33'07"	N02°56'24"W	66.50
C52	66.50	2455.00	1°33'08"	N04°28'32"W	66.50
C53	66.51	2455.00	1°33'08"	N06°01'39"W	66.50
C54	66.50	2455.00	1°33'08"	N07°34'47"W	66.50
C55	64.01	2455.00	1°29'38"	N09°06'10"W	64.01
C56	39.11	2455.00	0°54'46"	N10°18'22"W	39.11
C57	49.58	787.50	3°36'27"	S09°14'47"W	49.57
C58	61.27	787.50	4°27'29"	S05°12'50"W	61.26
C59	61.85	787.50	4°30'01"	S00°44'05"W	61.84
C60	61.56	787.50	4°28'45"	S03°45'18"E	61.55
C61	61.56	787.50	4°28'45"	S08°14'03"E	61.55
C62	61.56	787.50	4°28'45"	S12°42'48"E	61.55
C63	61.56	787.50	4°28'45"	S17°11'33"E	61.55
C64	38.59	787.50	2°48'29"	S20°50'10"E	38.59
C65	31.98	652.50	2°48'29"	N20°50'10"W	31.97
C66	51.01	652.50	4°28'45"	N17°11'33"W	51.00
C67	51.01	652.50	4°28'45"	N12°42'48"W	51.00
C68	51.01	652.50	4°28'45"	N08°14'03"W	51.00
C69	51.01	652.50	4°28'45"	N03°45'18"W	51.00
C70	49.33	652.50	4°19'55"	N00°39'02"E	49.32
C71	52.69	652.50	4°37'35"	S05°07'47"W	52.67
C72	41.08	652.50	3°36'27"	S09°14'47"W	41.08
C73	17.71	2320.00	0°26'14"	S10°32'37"E	17.71
C74	64.07	2320.00	1°34'56"	S09°32'02"E	64.07
C75	66.55	2320.00	1°38'36"	S07°55'16"E	66.54
C76	66.53	2320.00	1°38'35"	S06°16'40"E	66.53
C77	66.51	2320.00	1°38'34"	S04°38'06"E	66.51
C78	66.50	2320.00	1°38'32"	S02°59'33"E	66.50
C79	17.52	2320.00	0°25'58"	S01°57'18"E	17.52
C80	23.79	30.28	45°01'07"	N65°45'08"E	23.18
C81	37.15	30.28	70°17'52"	S56°35'23"E	34.86
C82	139.14	577.53	13°48'13"	S14°32'21"E	138.80
C83	57.87	30.28	109°29'48"	S47°06'40"W	49.45
C84	73.10	168.72	24°49'28"	S89°26'50"W	72.53
C85	51.45	30.28	97°21'24"	N54°17'12"W	45.48
C86	49.48	30.28	93°37'07"	N41°27'08"E	44.15
C87	77.57	98.72	45°01'07"	N65°45'08"E	75.59



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# THE RANCH AT THE WILDS ADDITION

BEING A PLAT OF PART OF THE SOUTH HALF OF SECTION 31, T. 139 N., R. 49 W., 5th P.M. CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA

**OWNER'S CERTIFICATE:**

KNOW ALL PERSONS BY THESE PRESENTS: That WESTPORT INVESTMENTS, LLC, a North Dakota Limited Liability Company, is the owner and proprietor of that part of the South Half of Section 31, Township 139 North, Range 49 West of the Fifth Principal Meridian, City of West Fargo, Cass County, North Dakota, described as follows:

Commencing at the southeast corner of Lot 1, Block 5, The Wilds Sixth Addition to the City of West Fargo, Cass County, North Dakota; thence North 89°27'29" East, parallel to the southerly line of the South Half of said Section 31, for a distance of 100.00 feet to a point of intersection with the easterly line of 9th Street West being the True Point of Beginning; thence North 01°43'55" West, along the easterly line of said 9th Street West, for a distance of 858.30 feet to an angle point along the easterly line of said 9th Street West; thence North 00°46'17" West, along the easterly line of said 9th Street West, for a distance of 138.15 feet; thence North 88°15'41" East for a distance of 893.12 feet; thence South 22°14'24" East for a distance of 283.90 feet to the beginning of a tangential curve, concave to the west having a radius of 967.50 feet; thence southerly along said curve, for a distance of 562.14 feet, central angle 33°17'25"; thence South 11°03'01" West for a distance of 131.32 feet to the beginning of a tangential curve, concave to the east having a radius of 397.50 feet; thence southerly along said curve, for a distance of 90.51 feet, central angle 13°02'45"; thence South 01°59'44" East for a distance of 35.62 feet to a point of intersection with the southerly line of the South Half of said Section 31 and the northerly line of said 52nd Avenue South; thence South 89°27'20" West, along the southerly line of the South Half of said Section 31 and the northerly line of said 52nd Avenue South, for a distance of 530.46 feet to the South quarter corner of said Section 31; thence South 89°27'29" West, along the southerly line of the South Half of said Section 31, for a distance of 463.29 feet; thence North 01°43'55" West for a distance of 54.64 feet to the True Point of Beginning.

Said tract contains 24.601 acres, more or less, and is subject to easements, reservations, restrictions and rights-of-way of record, if any.

And that said parties have caused the same to be surveyed and platted as THE RANCH AT THE WILDS ADDITION to the City of West Fargo, Cass County, North Dakota, and do hereby dedicate to the public, for public use, the streets and utility easements as shown on this plat.

**OWNERS:**

WESTPORT INVESTMENTS, LLC

Kevin Christianson

**Courtyard Easements.**

Each Courtyard Lot ("Burdened Courtyard Lot") in THE RANCH AT THE WILDS ADDITION is hereby made subject to and burdened with a "Courtyard Easement" in favor of and benefitting an immediately Contiguous Courtyard Lot ("Contiguous Courtyard Lot"). The Owner or Owners of each Burdened Courtyard Lot grants to the Owners and Occupants of the Contiguous Courtyard Lot adjacent to that Burdened Courtyard Lot the right to construct, reconstruct, maintain, repair, replace and use an enclosed courtyard area and the improvements within that area, including, but not limited to, patios, porches, fire pits, water features, and landscaping, located on a portion of the Burdened Courtyard Lot. The Courtyard Easement area is limited to an area bounded generally by the side of the Home Structure constructed on the Burdened Courtyard Lot, fences extending to and from the Home Structure on the Burdened Courtyard Lot and the Home Structure constructed on the Contiguous Courtyard Lot to which the fences extend, and the property boundary line between the two Courtyard Lots, all as initially constructed by Declarant (or its specific successors and assigns) and/or shown on a recorded plat of the Community. The Owner and/or Occupant of the Contiguous Courtyard Lot shall not temporarily or permanently attach or affix any improvements to the Home Structure on the Burdened Courtyard Lot or otherwise cause damage to it when exercising that Owner's or Occupant's rights created pursuant to the Courtyard Easement. The Owner and/or Occupant of the Contiguous Courtyard Lot shall neither relocate the location of the fence constructed by Declarant nor modify the location or size of the Owner and/or Occupant's enclosed courtyard area.

The Owner of the Burdened Courtyard Lot shall have a right of entry and access to, over, upon and through the Courtyard Easement, for the sole purpose of enabling that Owner (or that Owner's Designees) to perform obligations, rights, and duties pursuant hereto with regard to reasonable and necessary maintenance, repair, and restoration of that Dwelling Unit on the Burdened Courtyard Lot. In the event of an emergency, the Lot Owner's right of entry to the Courtyard Easement may be exercised without notice; otherwise, the Lot Owner shall give the Owners or Occupants of the Contiguous Courtyard Lot no less than twenty-four (24) hours advance notice prior to entering the adjacent Courtyard Easement.

**SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT:**

I, Charles L. Rebsch, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that this plat is a true and correct representation of the survey of said subdivision; that the monuments for the guidance of future surveys have been located or placed in the ground as shown.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Charles L. Rebsch, Professional Land Surveyor No. 6610

**CITY ENGINEER'S APPROVAL:**

Approved by the West Fargo City Engineer this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dustin T. Scott, City Engineer

**WEST FARGO PLANNING COMMISSION APPROVAL:**

Approved by the City of West Fargo Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Tom McDougall, Chairman  
West Fargo Planning Commission

**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

**WEST FARGO CITY COMMISSION APPROVAL:**

Approved by the West Fargo City Commission this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Bernie L. Dardis  
President of the West Fargo City Commission

Tina Fisk  
City Auditor

State of North Dakota )  
 ) ss  
County of Cass )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared Bernie L. Dardis, President of the West Fargo City Commission; and Tina Fisk, City Auditor, City of West Fargo, 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: \_\_\_\_\_

State of North Dakota )  
 ) ss  
County of Cass )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally appeared Kevin Christianson, 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 as his free act and deed.

Notary Public: \_\_\_\_\_

State of North Dakota )  
 ) ss  
County of Cass )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally appeared Charles L. Rebsch, Professional Land Surveyor, 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 as his free act and deed.

Notary Public: \_\_\_\_\_

State of North Dakota )  
 ) ss  
County of Cass )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally appeared Dustin T. Scott, West Fargo 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 as his free act and deed.

Notary Public: \_\_\_\_\_

State of North Dakota )  
 ) ss  
County of Cass )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared Tom McDougall, 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: \_\_\_\_\_

State of North Dakota )  
 ) ss  
County of Cass )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 as City Attorney.

Notary Public: \_\_\_\_\_

# THE RANCH AT THE WILDS

## PLANNED UNIT DEVELOPMENT

### DETAILED DEVELOPMENT PLANS

#### WEST FARGO, NORTH DAKOTA

#### JANUARY, 2020

#### SHEET INDEX

1	COVER SHEET
2	LOT TYPES
3	SITE PLAN
4	UTILITY PLAN
5	DRAINAGE PLAN
6	DESIGN STANDARDS
7-8	THE RANCH AT THE WILDS PLAT

#### LEGAL DESCRIPTION

THAT PART OF THE SOUTH HALF OF SECTION 31, TOWNSHIP 139, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WEST FARGO, CASS COUNTY NORTH DAKOTA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 5, THE WILDS SIXTH ADDITION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA; THENCE NORTH 89°27'29" EAST, PARALLEL TO THE SOUTHERLY LINE OF THE SOUTH HALF OF SAID SECTION 31, FOR A DISTANCE OF 100.00 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF 9TH STREET WEST BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 01°43'55" WEST, ALONG THE EASTERLY LINE OF SAID 9TH STREET WEST, FOR A DISTANCE OF 858.30 FEET TO AN ANGLE POINT ALONG THE EASTERLY LINE OF SAID 9TH STREET WEST; THENCE NORTH 00°46'17" WEST, ALONG THE EASTERLY LINE OF SAID 9TH STREET WEST, FOR A DISTANCE OF 138.15 FEET; THENCE NORTH 88°15'41" EAST FOR A DISTANCE OF 893.12 FEET; THENCE SOUTH 22°14'24" EAST FOR A DISTANCE OF 283.90 FEET TO THE BEGINNING OF A TANGENTIAL CURVE, CONCAVE TO THE WEST HAVING A RADIUS OF 967.50 FEET; THENCE SOUTHERLY ALONG SAID CURVE, FOR A DISTANCE OF 562.14 FEET, CENTRAL ANGLE 33°17'25"; THENCE SOUTH 11°03'01" WEST FOR A DISTANCE OF 131.32 FEET TO THE BEGINNING OF A TANGENTIAL CURVE, CONCAVE TO THE EAST HAVING A RADIUS OF 397.50 FEET; THENCE SOUTHERLY ALONG SAID CURVE, FOR A DISTANCE OF 90.51 FEET, CENTRAL ANGLE 13°02'45"; THENCE SOUTH 01°59'44" EAST FOR A DISTANCE OF 35.62 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF THE SOUTH HALF OF SAID SECTION 31 AND THE NORTHERLY LINE OF SAID 52ND AVENUE SOUTH; THENCE SOUTH 89°27'20" WEST, ALONG THE SOUTHERLY LINE OF THE SOUTH HALF OF SAID SECTION 31 AND THE NORTHERLY LINE OF SAID 52ND AVENUE SOUTH, FOR A DISTANCE OF 530.46 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 31; THENCE SOUTH 89°27'29" WEST, ALONG THE SOUTHERLY LINE OF THE SOUTH HALF OF SAID SECTION 31, FOR A DISTANCE OF 463.29 FEET; THENCE NORTH 01°43'55" WEST FOR A DISTANCE OF 54.64 FEET TO THE TRUE POINT OF BEGINNING.

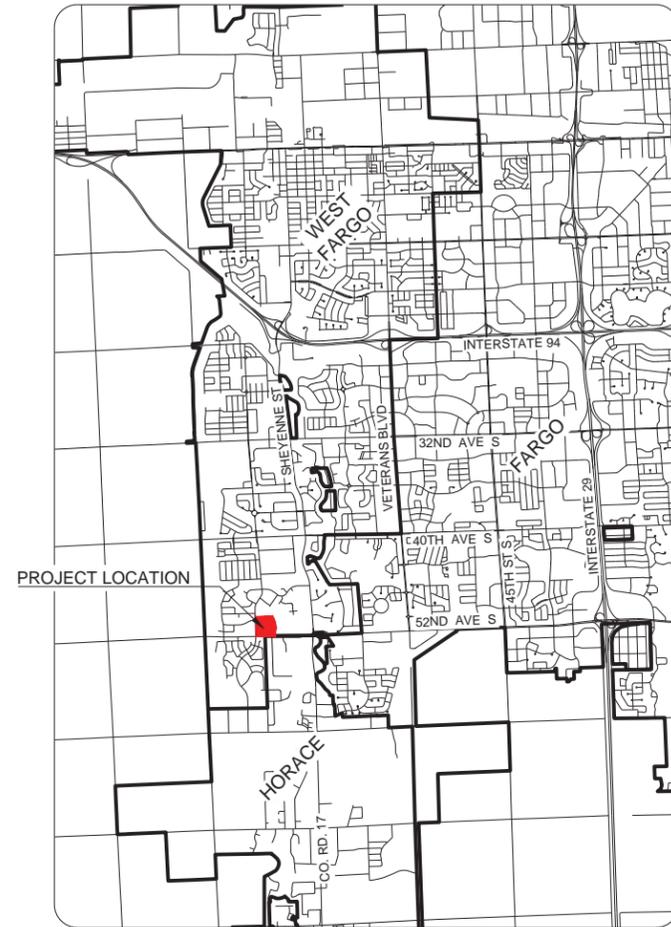
SAID TRACT CONTAINS 24.601 ACRES, MORE OR LESS, AND IS SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

#### GENERAL CHARACTER OF DEVELOPMENT

SINGLE FAMILY RESIDENTIAL DEVELOPMENT WITH A COMBINATION OF ZERO LOT LINE-STYLE EXTERIOR LOTS AND TRADITIONAL INTERIOR LOTS. THE PROPOSED DEVELOPMENT, THROUGH THE IMPLEMENTATION OF A HOME OWNER'S ASSOCIATION, WILL PROVIDE ITS RESIDENTS WITH A CLUBHOUSE AND OTHER SHARED OUTDOOR AMENITIES. THE DEVELOPMENT WILL CONTAIN LARGER THAN TYPICAL BUILDING COVERAGES. HOWEVER, WITH THE UTILIZATION OF THE ZERO LOT LINE-STYLE LOTS ALONG THE PERIMETER OF THE DEVELOPMENT, THOSE LOTS WILL FEATURE INCREASED USABLE SIDE YARD SPACE FOR INDIVIDUAL OUTDOOR AMENITIES.

#### DESIGN STANDARDS

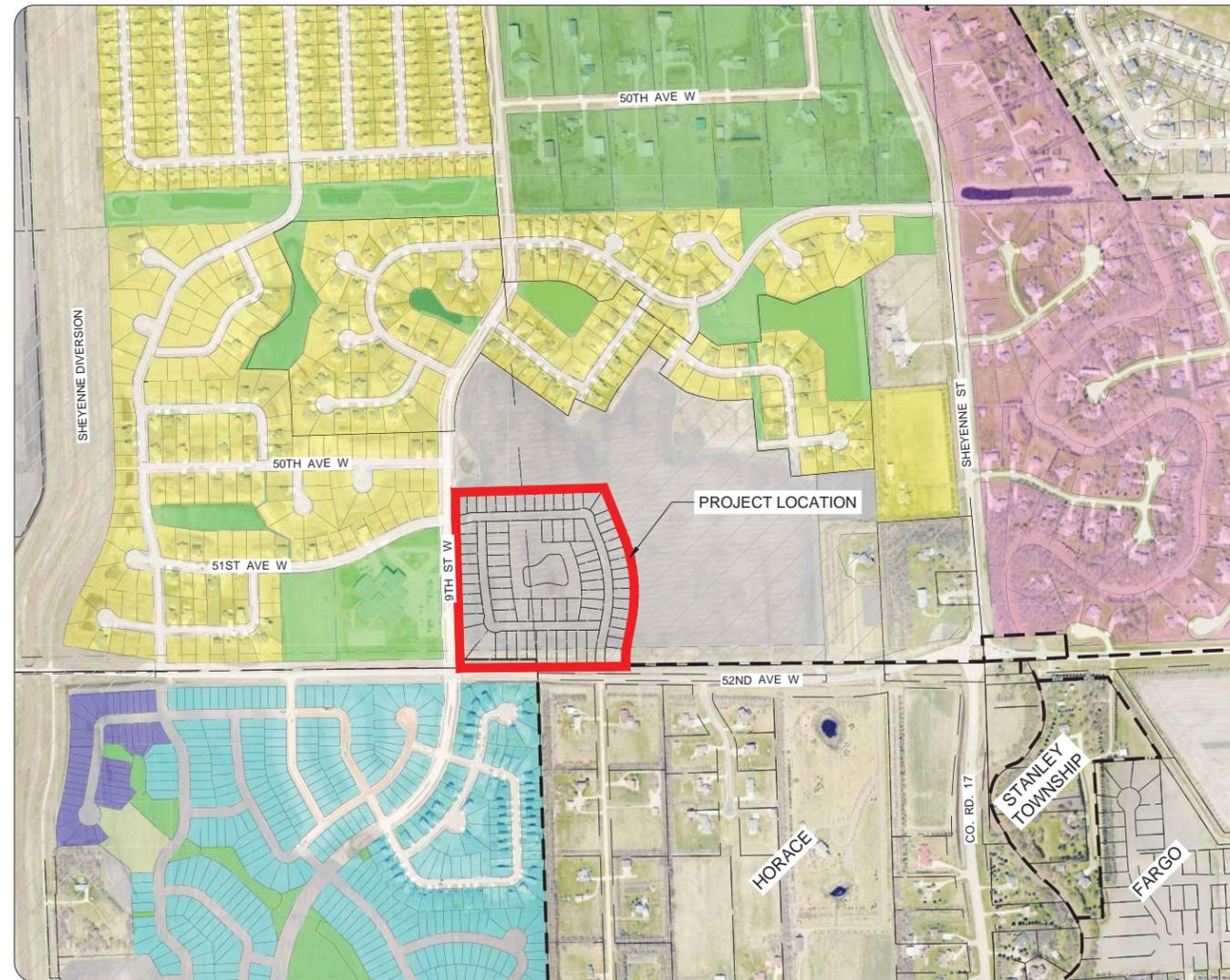
REFER TO SHEET 6



VICINITY MAP

#### LEGEND

CITY LIMITS	---
PROJECT LOCATION	■
A: AGRICULTURAL	▨
P: PUBLIC	■
R-1: ONE AND TWO FAMILY DWELLING	■
R-1A: SINGLE FAMILY DWELLING	■
R-1E: RURAL ESTATE	■
R-1SM: MIXED ONE AND TWO FAMILY DWELLING	■
R-2: LIMITED MULTIPLE DWELLING	■
R-R: RURAL RESIDENTIAL	■

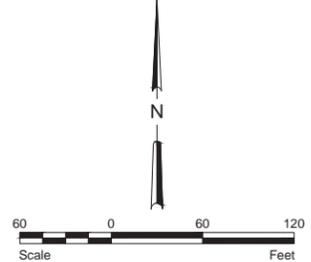
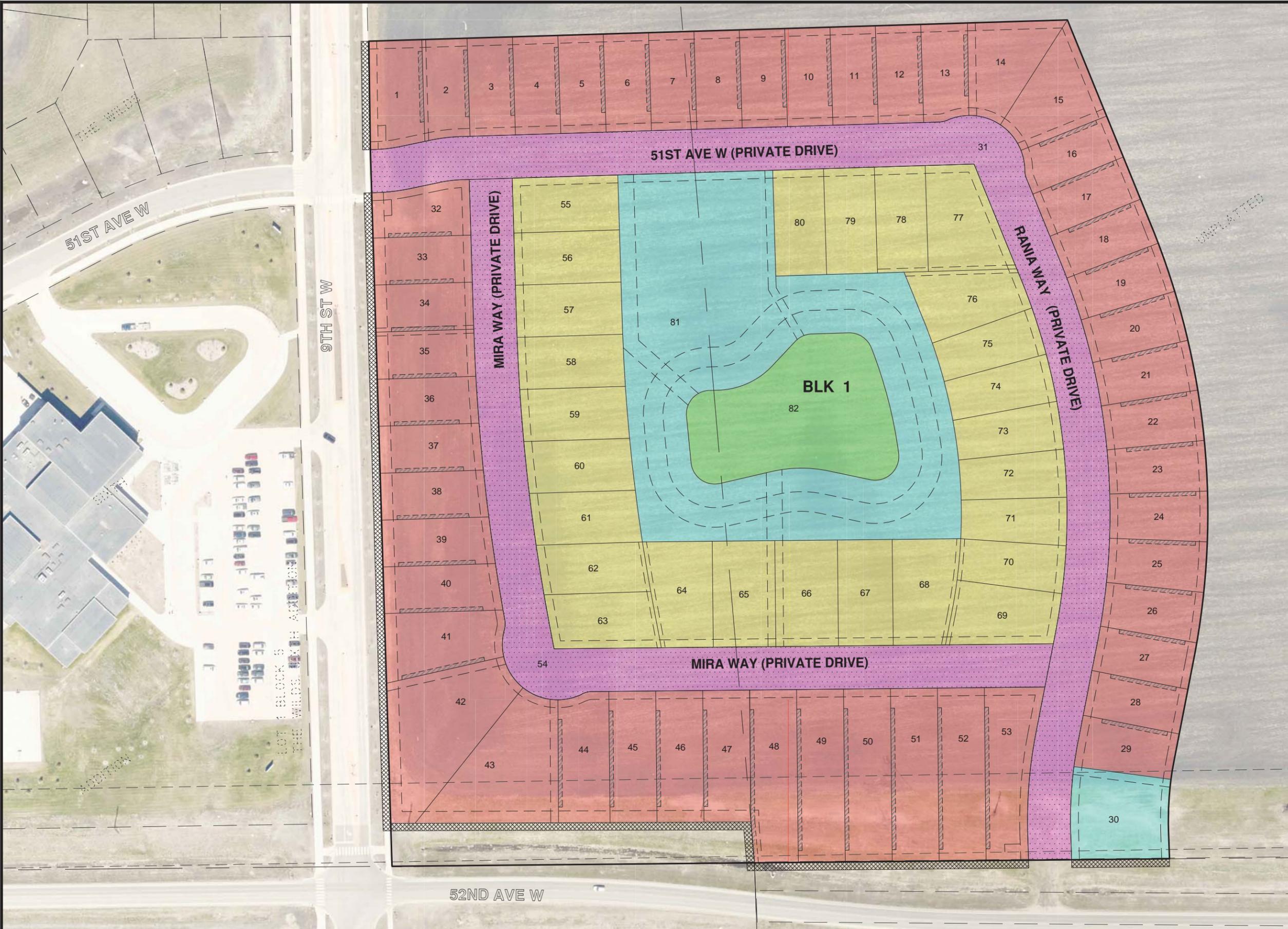


LOCATION MAP

PREPARED BY:



FARGO, NORTH DAKOTA



**LEGEND**

*TYPE A* LOTS	<span style="display:inline-block; width:20px; height:10px; background-color:red;"></span>
*TYPE B* LOTS	<span style="display:inline-block; width:20px; height:10px; background-color:white;"></span>
*TYPE C* LOTS	<span style="display:inline-block; width:20px; height:10px; background-color:lightblue;"></span>
*TYPE D* LOTS	<span style="display:inline-block; width:20px; height:10px; background-color:green;"></span>
*TYPE E* LOTS	<span style="display:inline-block; width:20px; height:10px; background-color:purple;"></span>

**NOTES:**  
 1. REFER TO SHEET 6 FOR LOT TYPE DESIGN STANDARDS.

H:\JBN\6023\6023\_0077\CAD\Site Plan.dwg 2 LOT TYPES-1/28/2020 4:57 PM (bwall)

No.	Revision	Date	By

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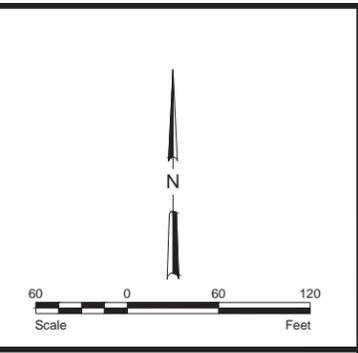
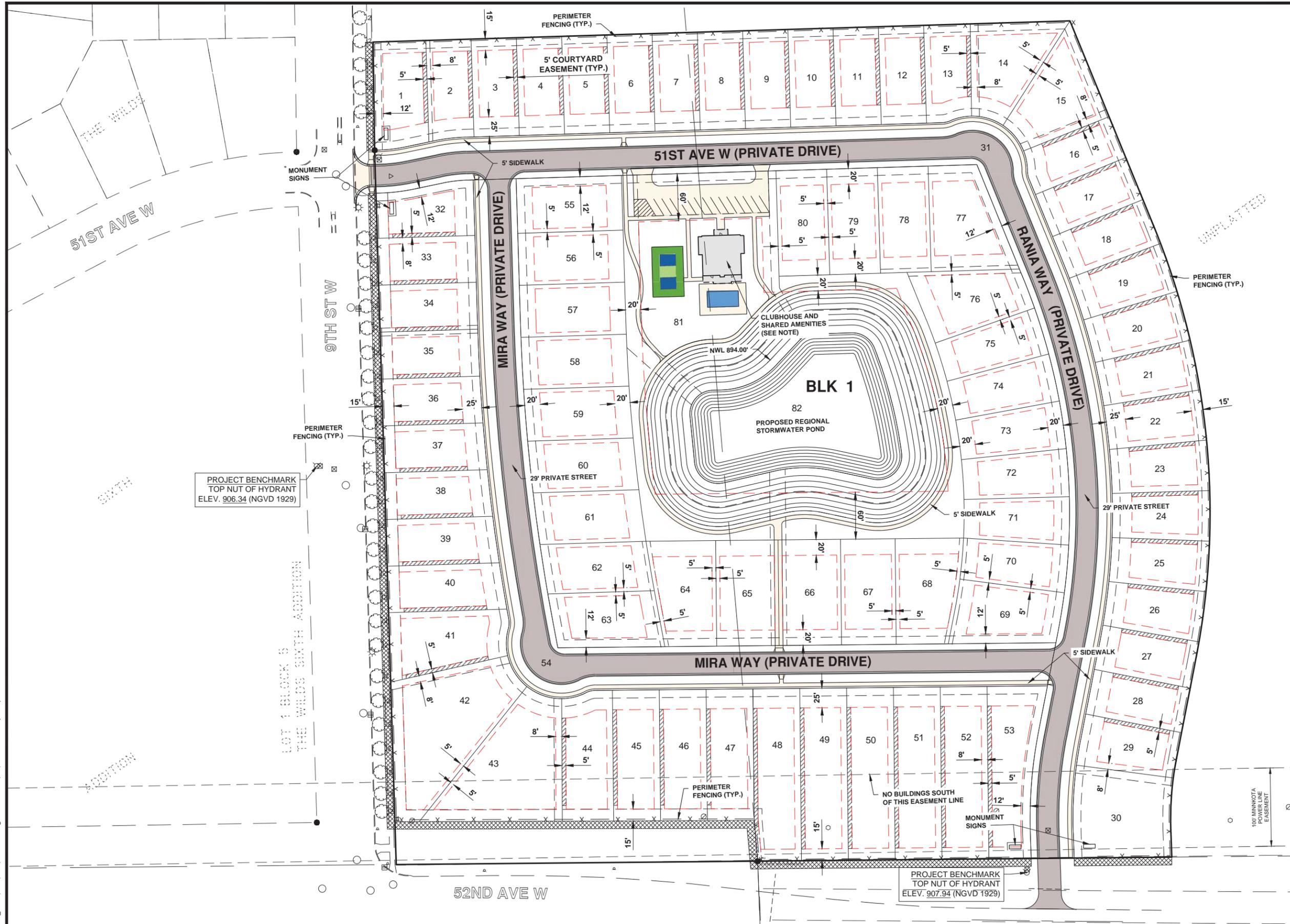


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 Checked by BTP  
 Date 1-28-20  
 Scale AS SHOWN

THE RANCH AT THE WILDS  
 PUD - DETAILED DEVELOPMENT PLANS  
 WEST FARGO, NORTH DAKOTA

LOT TYPES  
 PROJECT NO. 6023-0077

SHEET  
 2 of 8



**LEGEND**  
 BUILDING SETBACKS - - - - -

- NOTES:**
1. CLUBHOUSE SITE PLAN SHOWN FOR REFERENCE ONLY. SEPARATE SITE PLAN TO BE SUBMITTED FOR BUILDING PERMIT AT A LATER DATE.
  2. DIMENSIONS SHOWN ARE FOR BUILDING SETBACKS ONLY. SETBACKS ARE TYPICAL BETWEEN DIMENSIONS SHOWN. REFER TO PLAT FOR PROPERTY DIMENSIONS AND EASEMENTS.

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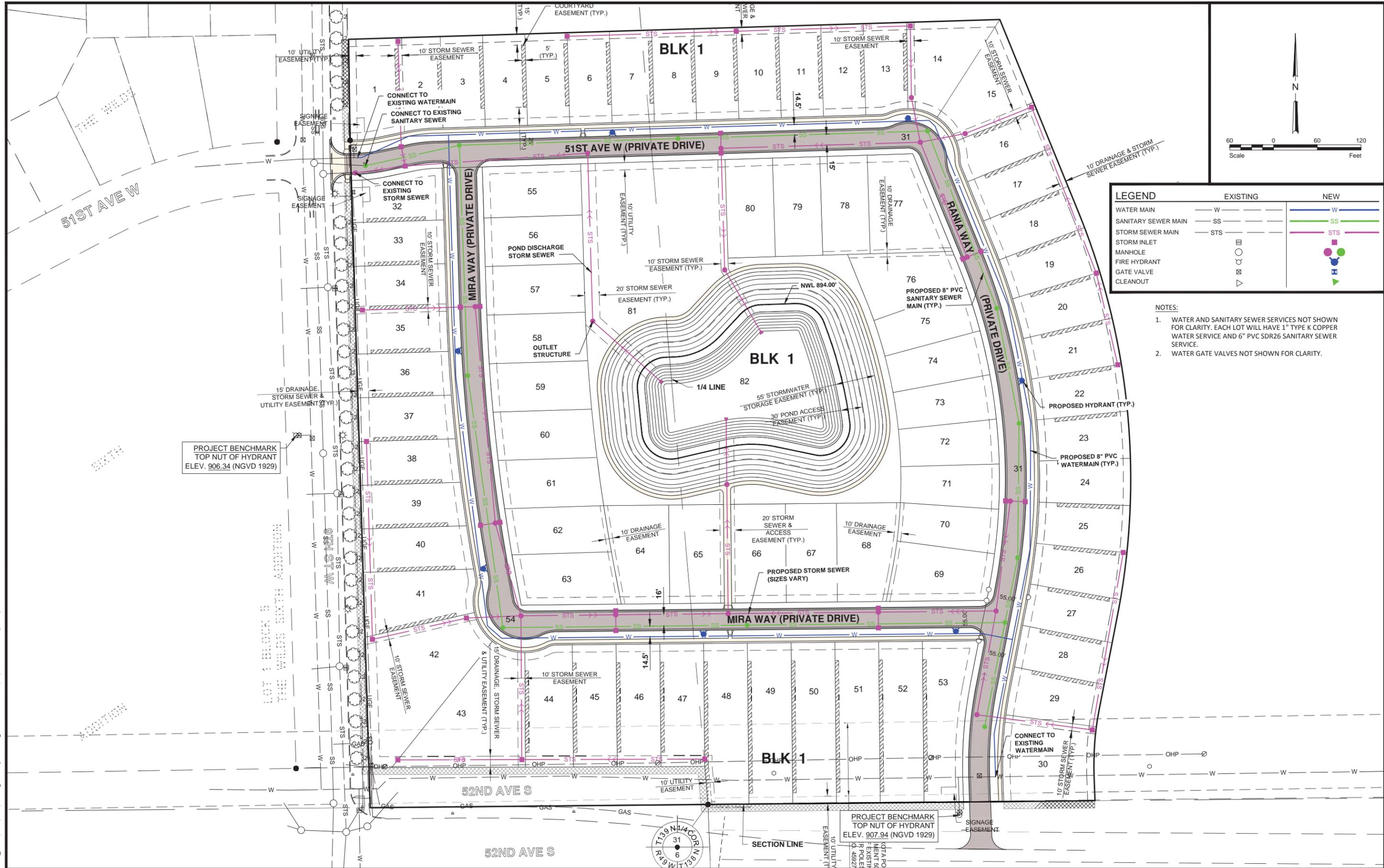
Date 1-28-20  
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THE RANCH AT THE WILDS  
 PUD - DETAILED DEVELOPMENT PLANS  
 WEST FARGO, NORTH DAKOTA

SITE PLAN  
 PROJECT NO. 6023-0077

SHEET  
 3 of 8

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**PRELIMINARY**  
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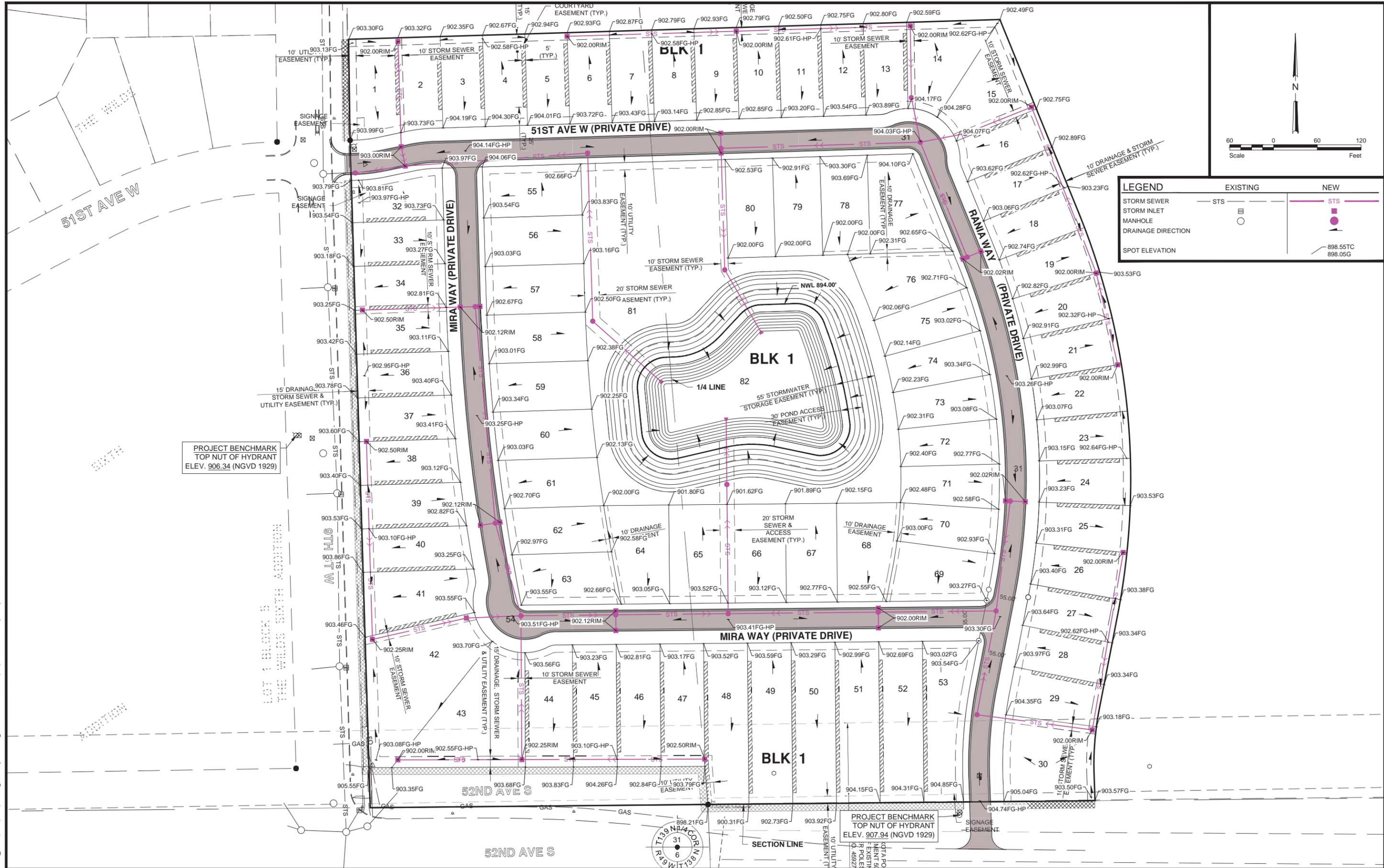
THE RANCH AT THE WILDS  
 PUD - DETAILED DEVELOPMENT PLANS  
 WEST FARGO, NORTH DAKOTA

UTILITY PLAN  
 PROJECT NO. 6023-0077

SHEET  
 4 of 8

No.	Revision	Date	By

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PROJECT BENCHMARK  
TOP NUT OF HYDRANT  
ELEV. 906.34 (NGVD 1929)

PROJECT BENCHMARK  
TOP NUT OF HYDRANT  
ELEV. 907.94 (NGVD 1929)

**PRELIMINARY**  
Not for Construction



Fargo  
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F: 701.237.5101  
Drawn by BKW  
Checked by BTP  
Date 1-28-20  
Scale AS SHOWN

THE RANCH AT THE WILDS  
PUD - DETAILED DEVELOPMENT PLANS  
WEST FARGO, NORTH DAKOTA

DRAINAGE PLAN  
PROJECT NO. 6023-0077

SHEET  
5 of 8

No.	Revision	Date	By

**ADDITIONAL PROJECT INFORMATION**

**SITE STATISTICS**

TOTAL AREA: 24.6 ACRES (INCLUDES 52ND AVE W. R/W DEDICATION)  
 RESIDENTIAL UNITS: 77  
 RESIDENTIAL DENSITY: 3.13 UNITS/ACRE  
 CURRENT ZONING: "A" DISTRICT OR AGRICULTURAL DISTRICT  
 PROPOSED ZONING: "PUD" DISTRICT OR PLANNED USE DEVELOPMENT DISTRICT

**ANTICIPATED SCHEDULE AND SEQUENCE OF CONSTRUCTION**

PHASE 1: PUBLIC UTILITIES AND STORMWATER POND - MAY TO JULY, 2020  
 PHASE 2: PAVING RANIA WAY (NORTH/EAST PRIVATE STREET) - JULY TO SEPTEMBER, 2020  
 PHASE 3: PAVING MIRA COURT (SOUTH/WEST PRIVATE STREET) - 2021 OR 2022

**DESIGN STANDARDS**

**GENERAL INFORMATION**

ALL FRONT AND SIDE STREET SETBACKS SHALL BE CALCULATED FROM THE PROPERTY LINE ABUTTING THE PRIVATE ACCESS & PUBLIC UTILITY EASEMENTS COINCIDING WITH LOTS 31 & 54.

**"TYPE A" LOTS (LOTS 1-29, 32-53)**

DESCRIPTION: LOW-DENSITY RESIDENTIAL SIDE COURTYARD LOTS (ZERO LOT LINE-STYLE), IN WHICH HOUSES ON A COMMON STREET FRONTAGE ARE SHIFTED TO ONE SIDE OF THEIR LOT. THE SIDE IN WHICH THE HOUSE IS TO BE LOCATED WILL BE DICTATED BY THE PRESENCE OF COURTYARD EASEMENT. REFER TO FIGURE A FOR ADDITIONAL INFORMATION. ALL USES AND REGULATIONS TYPICAL OF "R-1A" DISTRICT SHALL BE APPLIED, EXCEPT AS MODIFIED HEREIN.

PERMITTED USES: SINGLE-FAMILY DETACHED DWELLINGS.

**YARD REQUIREMENTS FOR "TYPE A" LOTS**

	ONE-FAMILY	ACCESSORY BUILDINGS	OTHER BUILDINGS
LOT AREA MINIMUM (FT <sup>2</sup> )	7,000		
LOT WIDTH MINIMUM (FT)	58		
LOT DEPTH MINIMUM (FT)	125		
FRONT YARD MINIMUM (FT)	25	25	25
REAR YARD MINIMUM (FT)	15	5	20
SIDE YARD MINIMUM (FT)	8 <sup>(1)(2)</sup>	3 <sup>(1)(2)</sup>	10
MAXIMUM LOT COVERAGE	45%		
MAXIMUM HEIGHT	30	15	
MINIMUM GREEN AREA	15%		
MAXIMUM IMPERVIOUS AREA	85%		

- (1) SIDE YARD SETBACK MAY BE REDUCED TO 5 FEET ON THE SIDE OF THE LOT BURDENED WITH THE COURTYARD EASEMENT. REFER TO FIGURE A FOR ADDITIONAL INFORMATION.
- (2) ON CORNER LOTS, A SIDE YARD FACING A PRIVATE ACCESS & PUBLIC UTILITY EASEMENT SHALL BE A MINIMUM 12 FEET, EXCEPT WHEN A DRIVEWAY TO A GARAGE IS LOCATED IN SAID SIDE YARD, IN WHICH CASE, THE SIDE YARD SHALL BE A MINIMUM OF 20 FEET.
- (3) SIDE YARD SETBACKS FOR LOTS 14, 15, 42 & 43 SHALL BE AS SHOWN ON SHEET 3 OF THESE PUD DETAILED DEVELOPMENT PLANS.

**"TYPE B" LOTS (LOTS 55-80)**

DESCRIPTION: TRADITIONAL LOW-DENSITY RESIDENTIAL LOTS. ALL USES AND REGULATIONS TYPICAL OF "R-1A" DISTRICT SHALL BE APPLIED, EXCEPT AS MODIFIED HEREIN.

PERMITTED USES: SINGLE-FAMILY DETACHED DWELLINGS.

**YARD REQUIREMENTS FOR "TYPE B" LOTS**

	ONE-FAMILY	ACCESSORY BUILDINGS	OTHER BUILDINGS
LOT AREA MINIMUM (FT <sup>2</sup> )	7,000		
LOT WIDTH MINIMUM (FT)	58		
LOT DEPTH MINIMUM (FT)	125		
FRONT YARD MINIMUM (FT)	20	20	20
REAR YARD MINIMUM (FT)	20	5	20
SIDE YARD MINIMUM (FT)	5 <sup>(1)</sup>	5 <sup>(1)</sup>	10
MAXIMUM LOT COVERAGE	45%		
MAXIMUM HEIGHT	30	15	
MINIMUM GREEN AREA	15%		
MAXIMUM IMPERVIOUS AREA	85%		

- (1) ON CORNER LOTS, A SIDE YARD FACING A PRIVATE ACCESS & PUBLIC UTILITY EASEMENT SHALL BE A MINIMUM 12 FEET, EXCEPT WHEN A DRIVEWAY TO A GARAGE IS LOCATED IN SAID SIDE YARD, IN WHICH CASE, THE SIDE YARD SHALL BE A MINIMUM OF 20 FEET.

**"TYPE C" LOTS (LOTS 30 & 81)**

DESCRIPTION: INTENDED FOR USE BY HOMEOWNER'S ASSOCIATION FOR VARIOUS PURPOSES, SUCH AS BUT NOT LIMITED TO CLUBHOUSES, RECREATIONAL ACTIVITIES, PARKING LOTS, AND LANDSCAPING FEATURES. ALL USES AND REGULATIONS TYPICAL OF "R-1A" DISTRICT SHALL BE APPLIED, EXCEPT AS MODIFIED HEREIN.

PERMITTED USES: ADD THE FOLLOWING CONDITIONAL USE AS A PERMITTED USE AND MODIFY AS FOLLOWS:

1. PRIVATE NON-COMMERCIAL RECREATIONAL OR CULTURAL FACILITIES; SUBJECT TO THE FOLLOWING CONDITIONS:
  - a. THE PROPOSED SITE FOR ANY OF THE USES PERMITTED HEREIN WHICH WOULD ATTRACT PERSONS FROM, OR ARE INTENDED TO SERVE, AREAS BEYOND THE IMMEDIATE NEIGHBORHOOD SHALL HAVE AT LEAST ONE PROPERTY LINE ABUTTING A PRIVATE OR PUBLIC STREET, EITHER EXISTING OR PROPOSED, AND THE SITE SHALL BE SO PLANNED SO AS TO PROVIDE ALL INGRESS AND EGRESS DIRECTLY ONTO OR FROM SAID STREET.
  - b. FRONT AND REAR YARD SETBACKS SHALL BE AT LEAST SIXTY (60) FEET WIDE; SIDE YARD SETBACKS SHALL BE AT LEAST TWENTY (20) FEET WIDE. PARKING MAY BE ALLOWED IN FRONT YARD ONLY.

**"TYPE D" LOTS (LOT 82)**

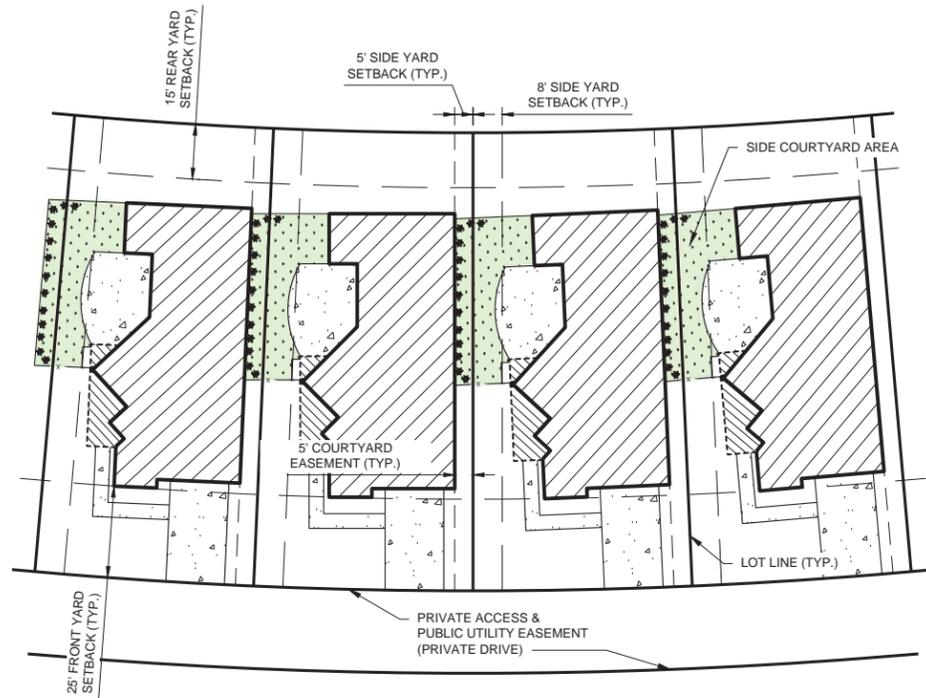
DESCRIPTION: INTENDED FOR STORMWATER POND OWNED AND MAINTAINED BY THE CITY OF WEST FARGO

ZONING: "P" DISTRICT OR PUBLIC FACILITIES DISTRICT

**"TYPE E" LOTS (LOTS 31 & 54)**

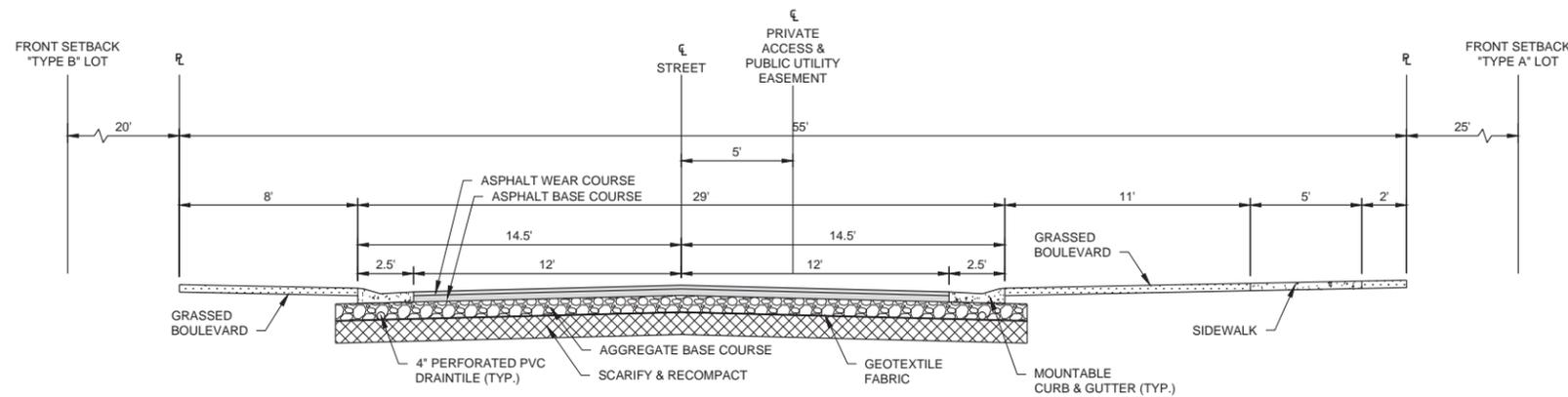
DESCRIPTION: COINCIDES WITH PRIVATE ACCESS & PUBLIC UTILITY EASEMENTS

USE: PRIVATELY OWNED AND MAINTAINED PRIVATE STREETS AND PUBLICLY OWNED AND MAINTAINED PUBLIC UTILITIES CORRIDOR



NOTE:  
 HOUSE FOOTPRINTS AND COURTYARDS SHOWN ARE FOR DEMONSTRATING THE DESIGN INTENT ONLY. ACTUAL LAYOUT WILL VARY PER FLOORPLAN AND LOT.

**FIGURE A - TYPICAL "TYPE A" LOT CONFIGURATION**  
 NOT TO SCALE



**FIGURE B - TYPICAL STREET SECTION**  
 NOT TO SCALE

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No.	Revision	Date	By

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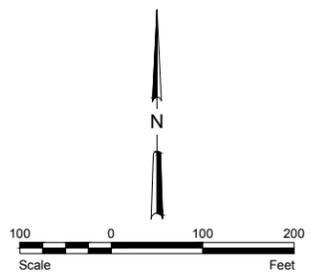
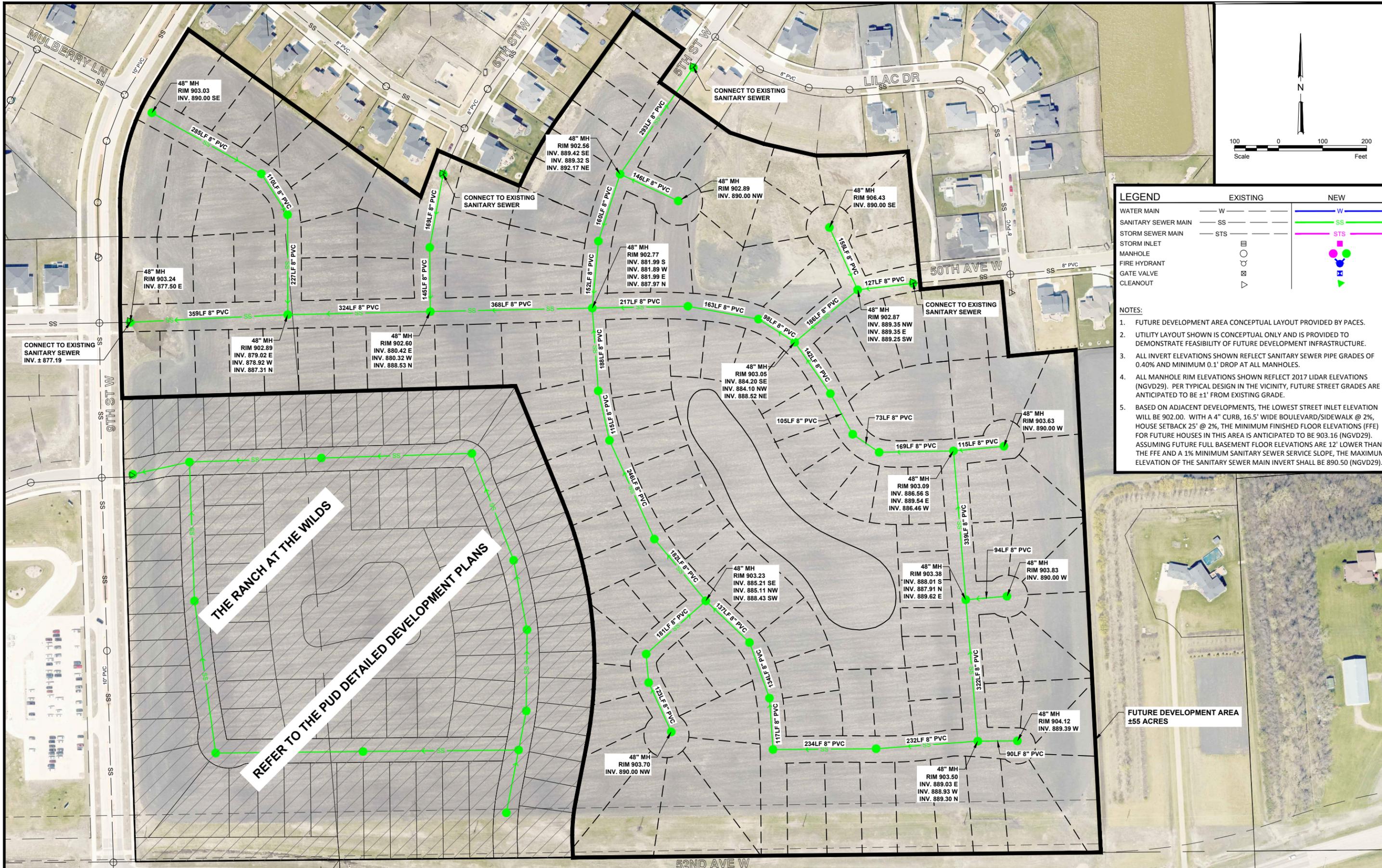


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THE RANCH AT THE WILDS  
 PUD - DETAILED DEVELOPMENT PLANS  
 WEST FARGO, NORTH DAKOTA

DESIGN STANDARDS  
 PROJECT NO. 6023-0077

SHEET  
 6 of 8



	EXISTING	NEW
WATER MAIN	— W —	— W —
SANITARY SEWER MAIN	— SS —	— SS —
STORM SEWER MAIN	— STS —	— STS —
STORM INLET	⊠	⊠
MANHOLE	○	●
FIRE HYDRANT	⊙	⊙
GATE VALVE	⊠	⊠
CLEANOUT	△	△

- NOTES:
- FUTURE DEVELOPMENT AREA CONCEPTUAL LAYOUT PROVIDED BY PACES.
  - UTILITY LAYOUT SHOWN IS CONCEPTUAL ONLY AND IS PROVIDED TO DEMONSTRATE FEASIBILITY OF FUTURE DEVELOPMENT INFRASTRUCTURE.
  - ALL INVERT ELEVATIONS SHOWN REFLECT SANITARY SEWER PIPE GRADES OF 0.40% AND MINIMUM 0.1' DROP AT ALL MANHOLES.
  - ALL MANHOLE RIM ELEVATIONS SHOWN REFLECT 2017 LIDAR ELEVATIONS (NGVD29). PER TYPICAL DESIGN IN THE VICINITY, FUTURE STREET GRADES ARE ANTICIPATED TO BE ±1' FROM EXISTING GRADE.
  - BASED ON ADJACENT DEVELOPMENTS, THE LOWEST STREET INLET ELEVATION WILL BE 902.00. WITH A 4" CURB, 16.5' WIDE BOULEVARD/SIDEWALK @ 2%, HOUSE SETBACK 25' @ 2%, THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR FUTURE HOUSES IN THIS AREA IS ANTICIPATED TO BE 903.16 (NGVD29). ASSUMING FUTURE FULL BASEMENT FLOOR ELEVATIONS ARE 12' LOWER THAN THE FFE AND A 1% MINIMUM SANITARY SEWER SERVICE SLOPE, THE MAXIMUM ELEVATION OF THE SANITARY SEWER MAIN INVERT SHALL BE 890.50 (NGVD29).

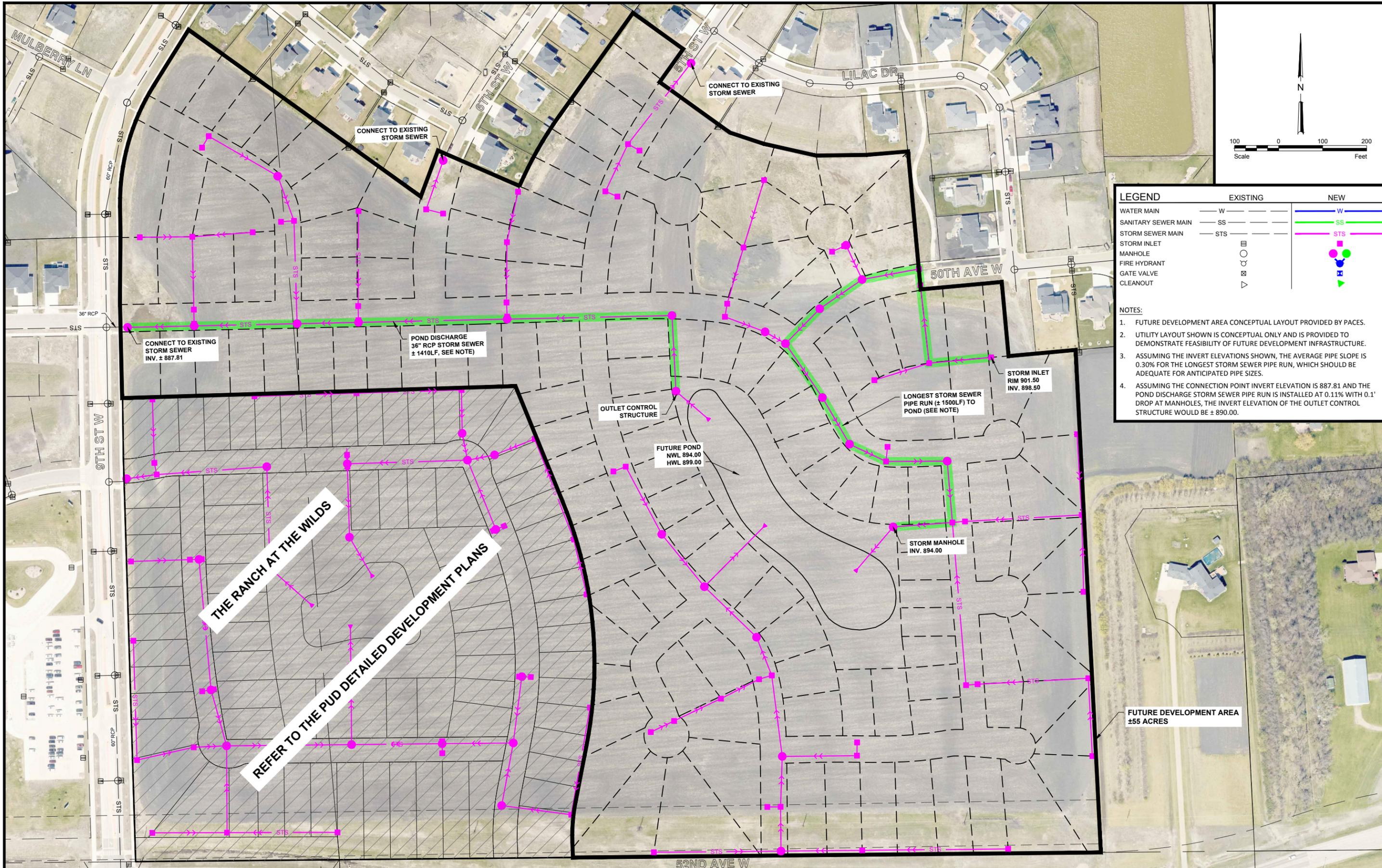
THE RANCH AT THE WILDS

REFER TO THE PUD DETAILED DEVELOPMENT PLANS

FUTURE DEVELOPMENT AREA  
±55 ACRES

H:\JBN\6023\6023\_0077\CAD\Eng\Master Plan.dwg - 1 SANITARY SEWER - 2/3/2020 3:01 PM (bwall)

<p><b>PRELIMINARY</b> Not for Construction</p>				<p>Fargo</p>		<p>Drawn by BKW</p>		<p>Date 2-3-20</p>		<p>THE RANCH AT THE WILDS PUD SUPPORTING INFORMATION WEST FARGO, NORTH DAKOTA</p>		<p>ADJ. FUTURE DEV. CONCEPT SANITARY SEWER PLAN PROJECT NO. 6023-0077</p>		<p>SHEET 1 of 3</p>	
No.	Revision	Date	By	P: 701.237.5065	F: 701.237.5101	Checked by BTP	Scale AS SHOWN								



**THE RANCH AT THE WILDS**  
**REFER TO THE PUD DETAILED DEVELOPMENT PLANS**

	EXISTING	NEW
WATER MAIN	— W —	— W —
SANITARY SEWER MAIN	— SS —	— SS —
STORM SEWER MAIN	— STS —	— STS —
STORM INLET	○	○
MANHOLE	□	□
FIRE HYDRANT	⊗	⊗
GATE VALVE	⊕	⊕
CLEANOUT	△	△

- NOTES:**
1. FUTURE DEVELOPMENT AREA CONCEPTUAL LAYOUT PROVIDED BY PACES.
  2. UTILITY LAYOUT SHOWN IS CONCEPTUAL ONLY AND IS PROVIDED TO DEMONSTRATE FEASIBILITY OF FUTURE DEVELOPMENT INFRASTRUCTURE.
  3. ASSUMING THE INVERT ELEVATIONS SHOWN, THE AVERAGE PIPE SLOPE IS 0.30% FOR THE LONGEST STORM SEWER PIPE RUN, WHICH SHOULD BE ADEQUATE FOR ANTICIPATED PIPE SIZES.
  4. ASSUMING THE CONNECTION POINT INVERT ELEVATION IS 887.81 AND THE POND DISCHARGE STORM SEWER PIPE RUN IS INSTALLED AT 0.11% WITH 0.1' DROP AT MANHOLES, THE INVERT ELEVATION OF THE OUTLET CONTROL STRUCTURE WOULD BE ± 890.00.

H:\JBN\6023\6023\_0077\CAD\Eng\Master Plan.dwg-2 STORM SEWER-2/3/2020 3:02 PM-(bwall)

No.	Revision	Date	By

**PRELIMINARY**  
 Not for Construction

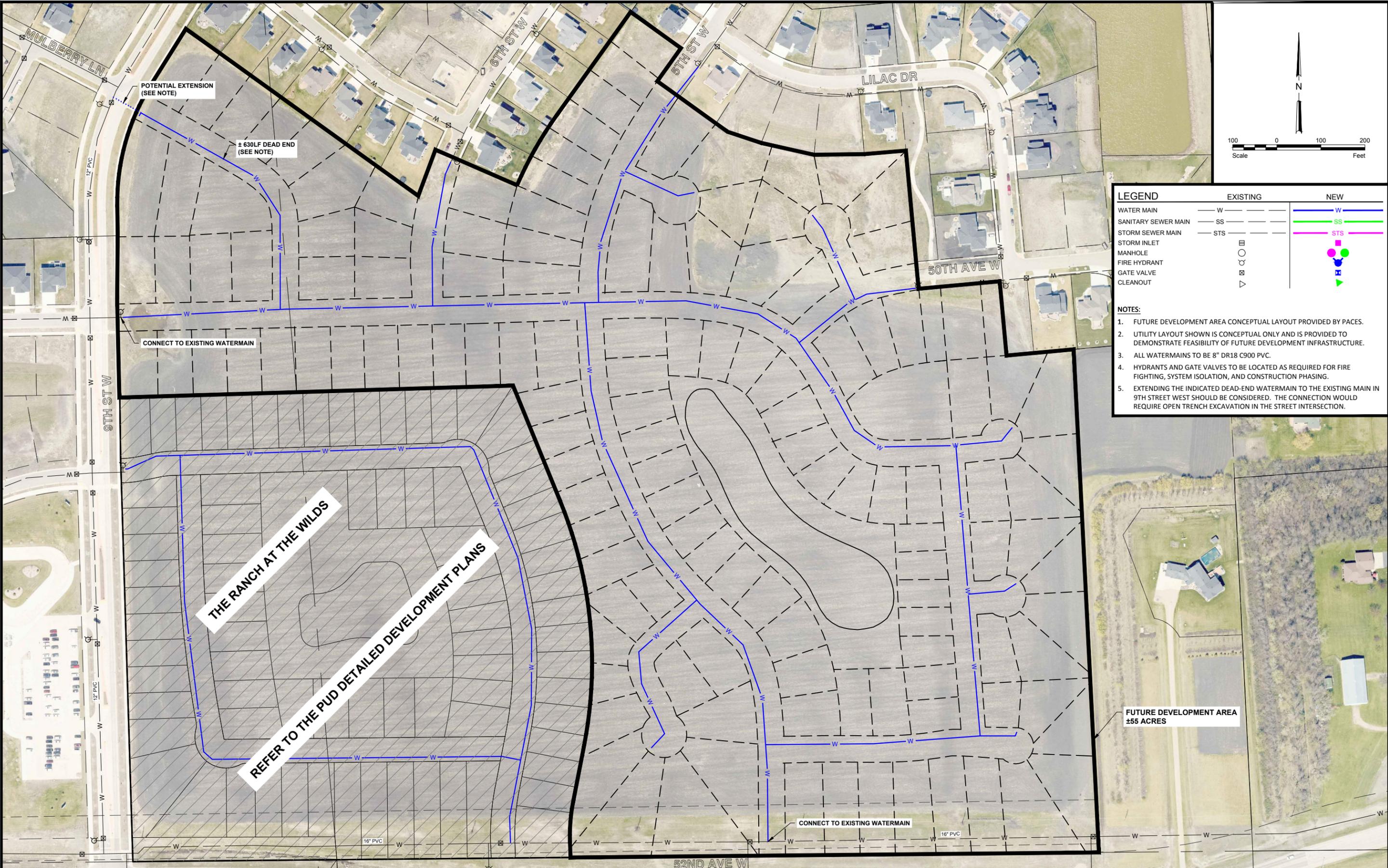


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THE RANCH AT THE WILDS  
 PUD SUPPORTING INFORMATION  
 WEST FARGO, NORTH DAKOTA

ADJ. FUTURE DEV. CONCEPT  
 STORM SEWER PLAN  
 PROJECT NO. 6023-0077

SHEET  
 2 of 3



	EXISTING	NEW
WATER MAIN	— W —	— W —
SANITARY SEWER MAIN	— SS —	— SS —
STORM SEWER MAIN	— STS —	— STS —
STORM INLET	⊞	⊞
MANHOLE	○	○
FIRE HYDRANT	⊙	⊙
GATE VALVE	⊞	⊞
CLEANOUT	△	△

- NOTES:**
1. FUTURE DEVELOPMENT AREA CONCEPTUAL LAYOUT PROVIDED BY PACES.
  2. UTILITY LAYOUT SHOWN IS CONCEPTUAL ONLY AND IS PROVIDED TO DEMONSTRATE FEASIBILITY OF FUTURE DEVELOPMENT INFRASTRUCTURE.
  3. ALL WATERMAINS TO BE 8" DR18 C900 PVC.
  4. HYDRANTS AND GATE VALVES TO BE LOCATED AS REQUIRED FOR FIRE FIGHTING, SYSTEM ISOLATION, AND CONSTRUCTION PHASING.
  5. EXTENDING THE INDICATED DEAD-END WATERMAIN TO THE EXISTING MAIN IN 9TH STREET WEST SHOULD BE CONSIDERED. THE CONNECTION WOULD REQUIRE OPEN TRENCH EXCAVATION IN THE STREET INTERSECTION.

H:\JBN\6023\6023\_0077\CAD\Eng\Master Plan.dwg-3 WATERMAIN-2/3/2020 3:02 PM-(bwall)

No.	Revision	Date	By

**PRELIMINARY**  
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THE RANCH AT THE WILDS  
PUD SUPPORTING INFORMATION  
WEST FARGO, NORTH DAKOTA

ADJ. FUTURE DEV. CONCEPT  
WATERMAIN PLAN  
PROJECT NO. 6023-0077

SHEET  
3 of 3



**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: Eric Gjerdvig  
\_\_\_\_\_
2. PHONE NUMBER: \_\_\_\_\_ DATE: 3/31/2020  
\_\_\_\_\_
3. **PLEASE BRIEFLY DESCRIBE YOUR REQUEST:**

Due to the COVID-19 shutdowns. Discuss and consider waving 2020 Liquor license fees normally due on June 1. Estimated amount to collect is \$70,000.

---

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

---

**5. ACTION BEING REQUESTED FROM CITY COMMISSION:**

Motion to removed 2020 Liquor license fees for bars and restaurants.

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Either click above to email your agenda item directly to the City Auditor's office or click on the print button and mail the form to: West Fargo City Hall or fax it to : 701-433-5319  
800 4th Avenue East Ste1  
West Fargo, ND 58078

**AGENDA ITEM REQUEST**  
*BOARD OF CITY COMMISSIONERS*  
*WEST FARGO, NORTH DAKOTA*

**OFFICE USE:**  
**AGENDA ITEM #**   6  

\*\* "Consent" or "Regular" Agenda Item? **Regular** \*\*

1. CONTACT PERSON(s):
  - Dustin T. Scott, City Engineer (433-5425)
  
2. DATE OF MEETING:
  - April 6, 2020
  
3. DESCRIPTION OF REQUEST:
  - Review letter prepared by Moore Engineering including bid results and recommendation to award a construction contract for "Sewer, Water, Storm and Street Improvement District No. 1329".
  - Review Engineer's Statement of Cost for "Sewer, Water, Storm and Street Improvement District No. 1329". (pursuant to N.D.C.C. 40-22-29)
  - Review resolution accepting bid, showing receipt of Engineer's Statement Cost and Directing Execution of Contract for "Sewer, Water, Storm and Street Improvement District No. 1329" (prepared by Ohnstad Twichell).
  
4. LOCATION (address; legal; etc.):
  - Eagle Run Plaza 9<sup>th</sup> Addition
  
5. ACTION(s) REQUESTED:
  - Award construction contract for "Sewer, Water, Storm and Street Improvement District No. 1329" to **Dakota Underground Company** in the amount of **\$1,056,874.35**.

ADDITIONAL INFORMATION:

- The board of City Commissioners approved Plans and Specifications as well as authorized Advertising Bid Documents on March 2, 2020.

- The total estimated construction cost identified in the Engineer's Report was \$1,100,000.00 (including contingencies) and the total estimated construction identified in the Engineer's Statement of cost is \$1,165,000.00 (including contingencies).



925 10<sup>th</sup> Avenue East  
Suite 1  
West Fargo, ND 58078

P: 701.282.4692  
F: 701.282.4530



March 31, 2020

Dustin T. Scott, PE  
City Engineer  
City of West Fargo  
800 4th Avenue East  
West Fargo ND 58078

Re: Sewer, Water, Storm and Street Improvement District No. 1329  
Eagle Run Plaza 9th Addition  
West Fargo, ND

Dear Dustin:

Bids were opened for the above referenced project on March 26, 2020 at 10:30 a.m. at Moore Engineering, Inc. The bids were compiled and the bid tabulation is enclosed for your review.

I hereby recommend award of contract to Dakota Underground Company for their bid of \$1,056,874.35.

Our Engineer's Opinion of Probable Cost with the Engineer's Report was \$1,100,000.00. Our final engineer's estimate was \$1,160,000.00.

Please review and provide comment at your earliest convenience. If you do not have any questions or comments, please present it to the West Fargo City Commission. To meet the project's proposed schedule, the Contract is anticipated to be awarded by the City Commission on April 6, 2020. If the Contract is awarded by the Commission, please sign, date, and return the enclosed Notice of Award.

Also enclosed is the Engineer's Statement of Cost for your review and approval. Please sign the letter and return upon your approval.

Lastly, enclosed is an updated allocation for the Special Assessments of the properties benefitting from the project, based on the City's Special Assessment Policy and the provided Engineer's Statement of Cost.

Sincerely,

Dan Hanson, PE  
Senior Project Manager

Enclosures:

- Bid Tabulations
- Notice of Award
- Engineer's Statement of Cost
- Engineer's Example of Special Assessment Allocation based on Bid Results

Sewer, Water, Storm and Street Improvement District No. 1329  
 Eagle Run Plaza 9th Addition  
 West Fargo ND  
 Project No. 20932  
 Bid Date: March 26, 2020

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

Northern Improvement Company  
 PO Box 2846  
 Fargo, ND 58108-2846

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

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

BID ITEM NO. & DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE							
<b>Sanitary Sewer Items</b>											
1. 330130.11	Televise - Mainline	LF	961	\$1.50	\$1,441.50	\$1.60	\$1,537.60	\$2.75	\$2,642.75	\$3.00	\$2,883.00
2. 330130.11	Televise - Service	LF	386	\$1.50	\$579.00	\$1.60	\$617.60	\$2.25	\$868.50	\$3.00	\$1,158.00
3. 330561	Sanitary Sewer Manhole - 48"	EA	4	\$5,700.00	\$22,800.00	\$5,460.00	\$21,840.00	\$5,100.00	\$20,400.00	\$15,000.00	\$60,000.00
4. 333111	Sanitary Sewer - 8" PVC SDR 35	LF	961	\$32.00	\$30,752.00	\$28.35	\$27,244.35	\$37.00	\$35,557.00	\$35.00	\$33,635.00
5. 333111	Sanitary Sewer Service - 6" PVC SDR 26	LF	386	\$23.00	\$8,878.00	\$26.25	\$10,132.50	\$35.00	\$13,510.00	\$33.00	\$12,738.00
6. 333111	Sanitary Sewer Service Connection	EA	9	\$385.00	\$3,465.00	\$315.00	\$2,835.00	\$750.00	\$6,750.00	\$1,650.00	\$14,850.00
<b>Water Main Items</b>											
1. 331413	Tapping Sleeve & Valve - 10" x 8"	EA	2	\$4,800.00	\$9,600.00	\$4,410.00	\$8,820.00	\$5,350.00	\$10,700.00	\$6,500.00	\$13,000.00
2. 331413	Tapping Sleeve & Valve - 12" x 8"	EA	1	\$4,900.00	\$4,900.00	\$4,830.00	\$4,830.00	\$5,400.00	\$5,400.00	\$7,000.00	\$7,000.00
3. 331413	Water Main - 6" PVC C900	LF	15	\$27.00	\$405.00	\$22.00	\$330.00	\$35.00	\$525.00	\$60.00	\$900.00
4. 331413	Water Main - 8" PVC C900	LF	1,409	\$32.00	\$45,088.00	\$30.50	\$42,974.50	\$41.00	\$57,769.00	\$40.00	\$56,360.00
5. 331417	Water Service Connection - 4"	EA	9								
6. 331417	Water Service Line - 4" PVC C900	LF	9	\$25.00	\$225.00	\$32.50	\$292.50	\$32.00	\$288.00	\$85.00	\$765.00
7. 331417	Water Service Line - 8" PVC C900	LF	262	\$32.00	\$8,384.00	\$34.65	\$9,078.30	\$41.00	\$10,742.00	\$40.00	\$10,480.00
8. 331419	Gate Valve & Box - 4"	EA	1	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00	\$1,550.00	\$1,550.00	\$1,700.00	\$1,700.00
9. 331419	Gate Valve & Box - 6"	EA	2	\$2,150.00	\$4,300.00	\$1,315.00	\$2,630.00	\$1,750.00	\$3,500.00	\$1,750.00	\$3,500.00
10. 331419	Gate Valve & Box - 8"	EA	12	\$1,650.00	\$19,800.00	\$1,735.00	\$20,820.00	\$2,250.00	\$27,000.00	\$2,500.00	\$30,000.00
11. 331419	Hydrant - 6"	EA	2	\$4,800.00	\$9,600.00	\$4,515.00	\$9,030.00	\$5,200.00	\$10,400.00	\$5,500.00	\$11,000.00
<b>Storm Sewer Items</b>											
1. 714.0210	Pipe Conc Reinf 15In Cl III-Storm Drain	LF	330	\$43.00	\$14,190.00	\$41.00	\$13,530.00	\$67.00	\$22,110.00	\$70.00	\$23,100.00
2. 714.0405	Pipe Conc Reinf 21In Cl III-Storm Drain	LF	267	\$49.00	\$13,083.00	\$49.50	\$13,216.50	\$72.00	\$19,224.00	\$80.00	\$21,360.00
3. 714.0620	Pipe Conc Reinf 24In Cl III-Storm Drain	LF	92	\$55.00	\$5,060.00	\$55.65	\$5,119.80	\$77.00	\$7,084.00	\$90.00	\$8,280.00
4. 714.0710	Pipe Conc Reinf 27In Cl III-Storm Drain	LF	225	\$67.00	\$15,075.00	\$71.50	\$16,087.50	\$90.00	\$20,250.00	\$110.00	\$24,750.00
5. 714.0825	Pipe Conc Reinf 30In Cl III-Storm Drain	LF	452	\$78.00	\$35,256.00	\$82.00	\$37,064.00	\$100.00	\$45,200.00	\$130.00	\$58,760.00
6. 331417	Storm Sewer- 24" PVC C900	LF	158	\$68.00	\$10,744.00	\$61.00	\$9,638.00	\$76.00	\$12,008.00	\$80.00	\$12,640.00
7. 714.9696	Edgedrain Non Permeable Base	LF	3,153	\$4.00	\$12,612.00	\$6.00	\$18,918.00	\$6.00	\$18,918.00	\$6.00	\$18,918.00
8. 722.0100	Manhole 48In	EA	8	\$2,800.00	\$22,400.00	\$2,625.00	\$21,000.00	\$2,700.00	\$21,600.00	\$4,000.00	\$32,000.00
9. 722.0110	Manhole 60In	EA	2	\$4,800.00	\$9,600.00	\$3,885.00	\$7,770.00	\$4,400.00	\$8,800.00	\$10,000.00	\$20,000.00
10. 722.0120	Manhole 72In	EA	4	\$5,000.00	\$20,000.00	\$5,460.00	\$21,840.00	\$5,300.00	\$21,200.00	\$5,000.00	\$20,000.00
11. 722.3510	Inlet-Type 2	EA	3	\$2,400.00	\$7,200.00	\$2,205.00	\$6,615.00	\$2,300.00	\$6,900.00	\$3,250.00	\$9,750.00
12. 330507.13	Directional Drill - 24"	LF	142	\$525.00	\$74,550.00	\$485.00	\$68,870.00	\$525.00	\$74,550.00	\$650.00	\$92,300.00
<b>Roadway Items</b>											
1. 202.0114	Removal of Concrete Pavement	SY	358	\$5.00	\$1,790.00	\$10.50	\$3,759.00	\$8.00	\$2,864.00	\$15.00	\$5,370.00
2. 202.0130	Removal of Curb & Gutter	LF	912	\$7.00	\$6,384.00	\$5.00	\$4,560.00	\$6.00	\$5,472.00	\$5.00	\$4,560.00

Sewer, Water, Storm and Street Improvement District No. 1329  
 Eagle Run Plaza 9th Addition  
 West Fargo ND  
 Project No. 20932  
 Bid Date: March 26, 2020

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

Northern Improvement Company  
 PO Box 2846  
 Fargo, ND 58108-2846

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

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

BID ITEM NO. & DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE						
3. 202.0132 Removal of Bituminous Surfacing	SY	422	\$8.00	\$3,376.00	\$6.00	\$2,532.00	\$8.00	\$3,376.00	\$5.00	\$2,110.00
4. 203.0101 Common Excavation-Type A	CY	2,706	\$5.00	\$13,530.00	\$5.00	\$13,530.00	\$5.25	\$14,206.50	\$8.00	\$21,648.00
5. 230.00001 Subgrade Preparation-Type A-12In	SY	6,661	\$1.50	\$9,991.50	\$1.65	\$10,990.65	\$2.00	\$13,322.00	\$2.00	\$13,322.00
6. 302.0121 Aggregate Base Course CI 5	CY	1,665	\$40.00	\$66,600.00	\$42.00	\$69,930.00	\$35.00	\$58,275.00	\$55.00	\$91,575.00
7. 430.0042 Superpave FAA 43	TON	197	\$125.00	\$24,625.00	\$100.00	\$19,700.00	\$110.00	\$21,670.00	\$100.00	\$19,700.00
8. 550.0104 7In Non-Reinf Concrete Pavement CI Ae	SY	4,341	\$59.00	\$256,119.00	\$60.00	\$260,460.00	\$55.00	\$238,755.00	\$60.00	\$260,460.00
9. 550.0118 10In Non-Reinf Concrete Pavement CI Ae	SY	179	\$125.00	\$22,375.00	\$85.00	\$15,215.00	\$94.00	\$16,826.00	\$85.00	\$15,215.00
10. 704.4011 Portable Changeable Message Sign	EA	4	\$850.00	\$3,400.00	\$810.00	\$3,240.00	\$850.00	\$3,400.00	\$800.00	\$3,200.00
11. 709.0151 Geosynthetic Material Type R1	SY	6,661	\$1.85	\$12,322.85	\$1.60	\$10,657.60	\$2.25	\$14,987.25	\$2.00	\$13,322.00
12. 748.00001 Valley Gutter Special	SY	141	\$65.00	\$9,165.00	\$70.00	\$9,870.00	\$75.00	\$10,575.00	\$75.00	\$10,575.00
13. 748.0140 Curb & Gutter-Type I	LF	3,482	\$20.00	\$69,640.00	\$21.50	\$74,863.00	\$19.00	\$66,158.00	\$22.00	\$76,604.00
14. 750.0030 Pigmented Imprinted Concrete	SY	179	\$80.00	\$14,320.00	\$95.00	\$17,005.00	\$90.00	\$16,110.00	\$95.00	\$17,005.00
15. 750.0115 Sidewalk Concrete 4In	SY	30	\$42.00	\$1,260.00	\$65.00	\$1,950.00	\$47.00	\$1,410.00	\$75.00	\$2,250.00
16. 750.0125 Sidewalk Concrete 5In	SY	287	\$45.00	\$12,915.00	\$50.00	\$14,350.00	\$50.00	\$14,350.00	\$60.00	\$17,220.00
17. 750.0140 Sidewalk Concrete 6In	SY	44	\$50.00	\$2,200.00	\$75.00	\$3,300.00	\$51.00	\$2,244.00	\$85.00	\$3,740.00
18. 750.0210 Concrete Median Nose Paving	SY	35	\$70.00	\$2,450.00	\$120.00	\$4,200.00	\$165.00	\$5,775.00	\$94.00	\$3,290.00
19. 750.2115 Detectable Warning Panels	SF	104	\$40.00	\$4,160.00	\$30.00	\$3,120.00	\$31.00	\$3,224.00	\$32.00	\$3,328.00
20. 754.0110 Flat Sheet For Signs-Type XI Refl Sheeting	SF	127	\$16.00	\$2,032.00	\$15.75	\$2,000.25	\$16.00	\$2,032.00	\$16.00	\$2,032.00
21. 754.0170 Flexible Delineators	EA	2	\$95.00	\$190.00	\$94.50	\$189.00	\$100.00	\$200.00	\$93.00	\$186.00
22. 754.0206 Steel Galv Posts-Telescoping Perforated Tube	LF	156	\$12.00	\$1,872.00	\$11.50	\$1,794.00	\$12.00	\$1,872.00	\$11.50	\$1,794.00
23. 762.0122 Preformed Patterned Pvmt Mk-Message(Grooved)	SF	32	\$40.00	\$1,280.00	\$40.00	\$1,280.00	\$42.00	\$1,344.00	\$40.00	\$1,280.00
24. 762.1309 Preformed Patterned Pvmt Mk 8In Line-Grooved	LF	160	\$15.00	\$2,400.00	\$13.85	\$2,216.00	\$14.00	\$2,240.00	\$14.00	\$2,240.00
25. 762.1325 Preformed Patterned Pvmt Mk 24In Line-Grooved	LF	121	\$38.00	\$4,598.00	\$38.15	\$4,616.15	\$40.00	\$4,840.00	\$38.00	\$4,598.00

**General Items**

1. 15000 Storm Water Management	LSUM	1	\$2,000.00	\$2,000.00	\$4,520.00	\$4,520.00	\$1,065.00	\$1,065.00	\$26,000.00	\$26,000.00
2. 203.0109 Topsoil	CY	3,601	\$4.00	\$14,404.00	\$3.75	\$13,503.75	\$5.00	\$18,005.00	\$7.00	\$25,207.00
3. 251.0300 Seeding Class III	ACRE	1.50	\$1,775.00	\$2,662.50	\$1,785.00	\$2,677.50	\$2,055.00	\$3,082.50	\$1,900.00	\$2,850.00
4. 253.0101 Straw Mulch	ACRE	1.50	\$525.00	\$787.50	\$525.00	\$787.50	\$1,055.00	\$1,582.50	\$975.00	\$1,462.50
5. 253.0201 Hydraulic Mulch	ACRE	1.50	\$1,675.00	\$2,512.50	\$1,680.00	\$2,520.00	\$2,055.00	\$3,082.50	\$1,900.00	\$2,850.00
6. 260.0100 Silt Fence Unsupported	LF	120	\$4.00	\$480.00	\$3.65	\$438.00	\$4.30	\$516.00	\$4.00	\$480.00
7. 265.0100 Stabilized Construction Access	EA	1	\$1,000.00	\$1,000.00	\$950.00	\$950.00	\$1,200.00	\$1,200.00	\$1,250.00	\$1,250.00
8. 329300 Tree - Remove & Reset	EA	12	\$475.00	\$5,700.00	\$475.00	\$5,700.00	\$555.00	\$6,660.00	\$525.00	\$6,300.00
9. 704.1100 Traffic Control	L SUM	1	\$4,000.00	\$4,000.00	\$6,900.00	\$6,900.00	\$4,000.00	\$4,000.00	\$27,500.00	\$27,500.00
10. 708.1540 Inlet Protection-Special	EA	26	\$100.00	\$2,600.00	\$185.00	\$4,810.00	\$105.00	\$2,730.00	\$150.00	\$3,900.00
11. 970.0095 Herbicide Weed Control	ACRE	1.50	\$200.00	\$300.00	\$210.00	\$315.00	\$380.00	\$570.00	\$365.00	\$547.50

Sewer, Water, Storm and Street Improvement District No. 1329  
 Eagle Run Plaza 9th Addition  
 West Fargo ND  
 Project No. 20932  
 Bid Date: March 26, 2020

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

Northern Improvement Company  
 PO Box 2846  
 Fargo, ND 58108-2846

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

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

BID ITEM NO. & DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE						
<b>Electrical Items</b>										
1. 260000 Concrete Base - 5'	Each	6	\$525.00	\$3,150.00	\$520.00	\$3,120.00	\$550.00	\$3,300.00	\$2,150.00	\$12,900.00
2. 260000 Conductor - #6 USE/Cu.	LF	2,370	\$1.40	\$3,318.00	\$1.35	\$3,199.50	\$1.40	\$3,318.00	\$2.00	\$4,740.00
3. 260000 Innerduct - 1.5" PVC	LF	790	\$6.80	\$5,372.00	\$6.85	\$5,411.50	\$7.00	\$5,530.00	\$7.50	\$5,925.00
4. 260000 Light Standard - Single LED and 18' Post	Each	6	\$4,975.00	\$29,850.00	\$4,985.00	\$29,910.00	\$5,100.00	\$30,600.00	\$4,150.00	\$24,900.00
5. 260000 Light Standard - Remove & Reset	Each	5	\$2,100.00	\$10,500.00	\$2,095.00	\$10,475.00	\$2,200.00	\$11,000.00	\$2,900.00	\$14,500.00
7. 260000 Feedpoint	Each	1	\$8,255.00	\$8,255.00	\$8,250.00	\$8,250.00	\$8,250.00	\$8,250.00	\$10,500.00	\$10,500.00
<b>TOTAL OF ALL BID PRICES</b>				<b>\$1,056,874.35</b>		<b>\$1,062,596.55</b>		<b>\$1,115,465.50</b>		<b>\$1,370,263.00</b>

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**NOTICE OF AWARD**

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Date of Issuance: April 6, 2020

Owner: City of West Fargo

Owner's Contract No.:

Engineer: Moore Engineering, Inc.

Engineer's Project No.: 20932

Project: Eagle Run Plaza 9th Addition

Contract Name: Sewer, Water, Storm and Street  
Improvement District No. 1329

Bidder: Dakota Underground Company

Bidder's Address: 4001 15th Ave NW; Fargo, ND 58102

**TO BIDDER:**

You are notified that Owner has accepted your Bid dated March 26, 2020 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Eagle Run Plaza 9th Addition.

The Contract Price of the awarded Contract is: \$1,056,874.35

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

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

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

1. Deliver to Owner 2 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

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

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

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Owner: City of West Fargo

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Authorized Signature

By: Bernie L. Dardis

Title: President of the Board of City Commissioners

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Copy: Engineer



**ENGINEERING DEPARTMENT**

800 4 Ave E, Suite 1  
West Fargo, ND 58078  
701.433.5330  
[www.westfargond.gov](http://www.westfargond.gov)

April 6, 2020

Board of City Commissioners  
City of West Fargo  
800 4<sup>th</sup> Avenue East  
West Fargo, ND

Re: Sewer, Water, Storm and Street Improvement District No. 1329  
Eagle Run Plaza 9th Addition

WHEREAS, bids were opened and filed for Sewer, Water, Storm and Street Improvement District No. 1329 for the City of West Fargo, North Dakota; and

WHEREAS, the engineer for the City of West Fargo, North Dakota is required to make a careful and detailed statement of the estimated cost of work (*pursuant to N.D.C.C. 40-22-29*);

NOW THEREFORE, I, Dustin T. Scott, do hereby certify as follows:

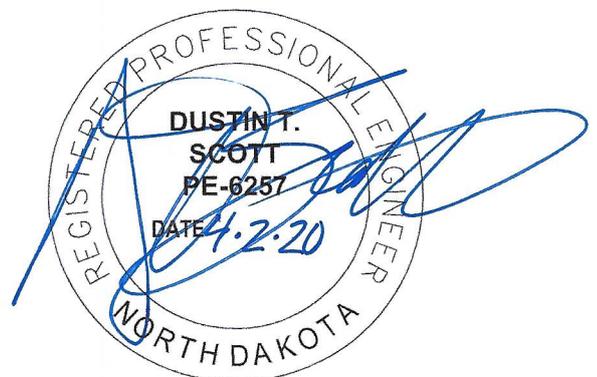
That I am the City Engineer for the City of West Fargo, North Dakota;

That the following (and/or attached hereto) is a detailed statement of the estimated cost for work described as Sewer, Water, Storm and Street Improvement District No. 1329 of the City of West Fargo, North Dakota.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 2<sup>nd</sup> day of APRIL, 2020, 2019.

DUSTIN T. SCOTT  
ND REG. NO. 6257

  
\_\_\_\_\_  
Engineer for the City of West Fargo  
West Fargo, North Dakota



**Sewer, Water, Storm and Street Improvement District No. 1329**  
**Eagle Run Plaza 9th Addition**  
**West Fargo ND**  
**Project No. 20932**  
**ENGINEER'S STATEMENT OF ESTIMATED COST**

BID ITEM NO. & DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
<b>Sanitary Sewer Items</b>				
1. 330130.11 Televiser - Mainline	LF	961	\$1.50	\$1,441.50
2. 330130.11 Televiser - Service	LF	386	\$1.50	\$579.00
3. 330561 Sanitary Sewer Manhole - 48"	EA	4	\$5,700.00	\$22,800.00
4. 333111 Sanitary Sewer - 8" PVC SDR 35	LF	961	\$32.00	\$30,752.00
5. 333111 Sanitary Sewer Service - 6" PVC SDR 26	LF	386	\$23.00	\$8,878.00
6. 333111 Sanitary Sewer Service Connection	EA	9	\$385.00	\$3,465.00
<b>Water Main Items</b>				
1. 331413.00 Tapping Sleeve & Valve - 10" x 8"	EA	2	\$4,800.00	\$9,600.00
2. 331413.00 Tapping Sleeve & Valve - 12" x 8"	EA	1	\$4,900.00	\$4,900.00
3. 331413 Water Main - 6" PVC C900	LF	15	\$27.00	\$405.00
4. 331413 Water Main - 8" PVC C900	LF	1,409	\$32.00	\$45,088.00
5. 331417 Water Service Connection - 1"	EA	9	\$0.00	\$0.00
6. 331417 Water Service Line - 4" PVC C900	LF	9	\$25.00	\$225.00
7. 331417 Water Service Line - 8" PVC C900	LF	262	\$32.00	\$8,384.00
8. 331419 Gate Valve & Box - 4"	EA	1	\$1,000.00	\$1,000.00
9. 331419 Gate Valve & Box - 6"	EA	2	\$2,150.00	\$4,300.00
10. 331419 Gate Valve & Box - 8"	EA	12	\$1,650.00	\$19,800.00
11. 331419 Hydrant - 6"	EA	2	\$4,800.00	\$9,600.00
<b>Storm Sewer Items</b>				
1. 714.0210 Pipe Conc Reinf 15In CI III-Storm Drain	LF	330	\$43.00	\$14,190.00
2. 714.0405 Pipe Conc Reinf 21In CI III-Storm Drain	LF	267	\$49.00	\$13,083.00
3. 714.0620 Pipe Conc Reinf 24In CI III-Storm Drain	LF	92	\$55.00	\$5,060.00
4. 714.0710 Pipe Conc Reinf 27In CI III-Storm Drain	LF	225	\$67.00	\$15,075.00
5. 714.0825 Pipe Conc Reinf 30In CI III-Storm Drain	LF	452	\$78.00	\$35,256.00
6. 331417 Storm Sewer- 24" PVC C900	LF	158	\$68.00	\$10,744.00
7. 714.9696 Edgedrain Non Permeable Base	LF	3,153	\$4.00	\$12,612.00
8. 722.0100 Manhole 48In	EA	8	\$2,800.00	\$22,400.00
9. 722.0110 Manhole 60In	EA	2	\$4,800.00	\$9,600.00
10. 722.0120 Manhole 72In	EA	4	\$5,000.00	\$20,000.00
11. 722.3510 Inlet-Type 2	EA	3	\$2,400.00	\$7,200.00
12. 330507.13 Directional Drill - 24"	LF	142	\$525.00	\$74,550.00
<b>Roadway Items</b>				
1. 202.0114 Removal of Concrete Pavement	SY	358	\$5.00	\$1,790.00
2. 202.0130 Removal of Curb & Gutter	LF	912	\$7.00	\$6,384.00
3. 202.0132 Removal of Bituminous Surfacing	SY	422	\$8.00	\$3,376.00
4. 203.0101 Common Excavation-Type A	CY	2,706	\$5.00	\$13,530.00
5. 230.00001 Subgrade Preparation-Type A-12In	SY	6,661	\$1.50	\$9,991.50
6. 302.0121 Aggregate Base Course CI 5	CY	1,665	\$40.00	\$66,600.00
7. 430.0042 Superpave FAA 43	TON	197	\$125.00	\$24,625.00
8. 550.0104 7In Non-Reinf Concrete Pavement CI Ae	SY	4,341	\$59.00	\$256,119.00
9. 550.0118 10In Non-Reinf Concrete Pavement CI Ae	SY	179	\$125.00	\$22,375.00
10. 704.4011 Portable Changeable Message Sign	EA	4	\$850.00	\$3,400.00
11. 709.0151 Geosynthetic Material Type R1	SY	6,661	\$1.85	\$12,322.85
12. 748.00 Valley Gutter Special	SY	141	\$65.00	\$9,165.00
13. 748.0140 Curb & Gutter-Type I	LF	3,482	\$20.00	\$69,640.00
14. 750.0030 Pigmented Imprinted Concrete	SY	179	\$80.00	\$14,320.00

BID ITEM NO. & DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
15. 750.0115 Sidewalk Concrete 4In	SY	30	\$42.00	\$1,260.00
16. 750.0125 Sidewalk Concrete 5In	SY	287	\$45.00	\$12,915.00
17. 750.0140 Sidewalk Concrete 6In	SY	44	\$50.00	\$2,200.00
18. 750.0210 Concrete Median Nose Paving	SY	35	\$70.00	\$2,450.00
19. 750.2115 Detectable Warning Panels	SF	104	\$40.00	\$4,160.00
20. 754.0110 Flat Sheet For Signs-Type XI Refl Sheeting	SF	127	\$16.00	\$2,032.00
21. 754.0170 Flexible Delineators	EA	2	\$95.00	\$190.00
22. 754.0206 Steel Galv Posts-Telescoping Perforated Tube	LF	156	\$12.00	\$1,872.00
23. 762.0122 Preformed Patterned Pvmt Mk-Message(Grooved)	SF	32	\$40.00	\$1,280.00
24. 762.1309 Preformed Patterned Pvmt Mk 8In Line-Grooved	LF	160	\$15.00	\$2,400.00
25. 762.1325 Preformed Patterned Pvmt Mk 24In Line-Groovec	LF	121	\$38.00	\$4,598.00
<b>General Items</b>				
1. 15000 Storm Water Management	LSUM	1	\$2,000.00	\$2,000.00
2. 203.0109 Topsoil	CY	3,601	\$4.00	\$14,404.00
3. 251.0300 Seeding Class III	ACRE	2	\$1,775.00	\$2,662.50
4. 253.0101 Straw Mulch	ACRE	2	\$525.00	\$787.50
5. 253.0201 Hydraulic Mulch	ACRE	2	\$1,675.00	\$2,512.50
6. 260.0100 Silt Fence Unsupported	LF	120	\$4.00	\$480.00
7. 265.0100 Stabilized Construction Access	EA	1	\$1,000.00	\$1,000.00
8. 329300.00 Tree - Remove & Reset	EA	12	\$475.00	\$5,700.00
9. 704.1100 Traffic Control	L SUM	1	\$4,000.00	\$4,000.00
10. 708.1540 Inlet Protection-Special	EA	26	\$100.00	\$2,600.00
11. 970.0095 Herbicide Weed Control	ACRE	2	\$200.00	\$300.00
<b>Electrical Items</b>				
1. 260000 Concrete Base - 5'	Each	6	\$525.00	\$3,150.00
2. 260000 Conductor - #6 USE/Cu.	LF	2,370	\$1.40	\$3,318.00
3. 260000 Innerduct - 1.5" PVC	LF	790	\$6.80	\$5,372.00
4. 260000 Light Standard - Single LED and 18' Post	Each	6	\$4,975.00	\$29,850.00
5. 260000 Light Standard - Remove & Reset	Each	5	\$2,100.00	\$10,500.00
7. 260000 Feedpoint	Each	1	\$8,255.00	\$8,255.00
Construction Subtotal				\$1,056,874.35
Contingencies				\$108,125.65
<b>Total Construction</b>				<b>\$1,165,000.00</b>
Study & Report				\$8,865.00
Engineering				\$128,150.00
Additional Consulting Services				\$34,735.00
Legal & Administration				\$58,250.00
Bond Discount				\$45,000.00
<b>TOTAL COST</b>				<b>\$1,440,000.00</b>

**SEWER, WATER STORM AND STREET IMPROVEMENT DISTRICT NO. 1329  
EAGLE RUN PLAZA 9TH ADDITION  
WEST FARGO, ND**

*Engineer's Example of Special Assessment Allocation based on Bid Results*

**Total Lots in Development: 9**

<b>Item</b>	<b>Estimated Cost</b>	<b>Cost/Lot</b>
Existing Special Assessments	\$155,874.95	\$17,319.44
Pending Special Assessments	\$123,029.49	\$13,669.94
Proposed Project Costs	\$1,440,000.00	\$160,000.00
<b>Total</b>	<b>\$1,718,904</b>	<b>\$190,989.38</b>

Commissioner \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION ACCEPTING BID, SHOWING  
RECEIPT OF ENGINEER'S STATEMENT OF ESTIMATED COST  
AND DIRECTING EXECUTION OF CONTRACT

WHEREAS, bids have heretofore been received for the making of certain improvements in Sewer, Water, Storm and Street Improvement District No. 1329 of the City of West Fargo, North Dakota; and

WHEREAS, said bids were opened and made public and are on file in the office of the City Auditor of the City of West Fargo; and

WHEREAS, the Engineer for the City of West Fargo has made and filed a careful and detailed statement of the estimated cost of said work; and

WHEREAS, it is necessary to accept the bid for the work to be completed;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

That the fact is and that the minutes show that the bid of Dakota Underground Company, in the amount of \$1,056,874.35, is the lowest bid received and that said company is the lowest responsible bidder; that said bid was accompanied by a bidder's bond in the sum of 5% of the bid and in conformity with the provisions of Chapter 48-01.1-05 of the North Dakota Century Code.

That Dustin Scott, Engineer for the City of West Fargo, has made and filed with the Board of City Commissioners of the City of West Fargo a careful and detailed statement of the estimated cost of said work in said improvement district;

That the contract for the construction of said improvement for which advertisement for bids is made, be and the same is hereby awarded to the said Dakota Underground Company, in the amount of \$1,056,874.35, and that the President of the Board of City Commissioners and the City Auditor are hereby authorized and directed to enter into a contract with the said contractor for the making of the improvements for which advertisement for bids was heretofore made and for which they were the low bidder.

Dated: April 6, 2020.

APPROVED:

\_\_\_\_\_  
President of Board of City Commissioners

ATTEST:

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

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



Dustin T. Scott - City Engineer  
Jerry Wallace – Civil Engineer  
Andrew Wrucke – Transportation Engineer  
Kayla Volness – Engineering Office Manager

Engineering Department  
800 4<sup>th</sup> Ave E  
West Fargo, ND 58078  
701-433-5430  
[www.westfargond.gov](http://www.westfargond.gov)

**AGENDA ITEM REQUEST**  
*BOARD OF CITY COMMISSIONERS*  
*WEST FARGO, NORTH DAKOTA*

**OFFICE USE:**  
**AGENDA ITEM # 7**

\*\* "Consent" or "Regular" Agenda Item? **Regular** \*\*

1. CONTACT PERSON(s):
  - Dustin T. Scott, City Engineer (433-5425)
  
2. DATE OF MEETING:
  - **April 6, 2020**
  
3. DESCRIPTION OF REQUEST:
  - Review Task Order No. 16-2 for professional services relating to Project No. 6055 Drain 45 Multi-Use Path.
  
4. LOCATION (address; legal; etc.):
  - 7<sup>th</sup> Ave E to 13<sup>th</sup> Ave E
  
5. ACTION(s) REQUESTED:
  - Approve Task Order No. 16-2 with an estimated cost of **\$123,500.00**

**ADDITIONAL INFORMATION:**

- This Task Order will be executed in accordance with the "Master Service Agreement" between the City of West Fargo and Moore Engineering, Inc. dated May 1, 2018 and approved by the West Fargo Commission on September 4, 2018.

**EXHIBIT A to MSA**  
**Task Order “Template” for Design & Construction Services**

This is Task Order No. 16-2,  
consisting of 20 pages.

**Task Order 16–2**

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In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated May 1, 2018 and approved by the West Fargo City Commission on September 4, 2018 ("Agreement"), Owner and Engineer agree as follows:

**1. Background Data**

- a. Effective Date of Task Order: March 31, 2020
- b. Owner: City of West Fargo
- c. Engineer: Moore Engineering, Inc.
- d. Specific Project (title): Project No. 6055
- e. Specific Project (description): Drain 45 – Multi Use Path – Ph 1 (7<sup>th</sup> to 13<sup>th</sup> Avenue)

**2. Services of Engineer**

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

A. *Preliminary Design Phase – Prior to Preliminary Design, the city will complete any studies, reports, and/or any other work necessary to evaluate project alternatives and estimated costs. Services under this phase will begin once a preferred alternative is determined and the corresponding “Engineer’s Report” has been approved by the Board of City Commissioners.*

1. Engineer shall:

- a. Coordinate a meeting with the Owner to review the project and task order to ensure mutual understanding of the objectives, requirements, schedule, etc. prior to starting work.
- b. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project. This shall include coordination as necessary with Engineer’s “Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any deliverables executed by other Owner consultants, such as technical data, reports, drawings and specifications, etc. shall be provided to Engineer.
- c. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner’s instructions. This shall include coordination as necessary with Engineer’s “Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any deliverables executed by other Owner consultants, such as technical data, reports, drawings and specifications, etc. shall be provided to Engineer.

- d. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data." If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
  - e. Visit the Site as needed to prepare the Preliminary Design Phase documents.
  - f. Advise Owner if additional reports, data, information, or services are necessary and assist Owner in obtaining such reports, data, information, or services.
  - g. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
  - h. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
  - i. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2018 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
  - j. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.
  - k. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.
2. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables

B. *Final Design Phase*

1. Engineer shall:

- a. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. This shall include coordination as necessary with Engineer's "Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any deliverables executed by other Owner consultants, such as technical data, reports, drawings and specifications, etc. shall be provided to Engineer.
- b. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
- c. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate. This shall include coordination as necessary with Engineer's "Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any deliverables executed by other Owner consultants, such as technical data, reports, drawings and specifications, etc. shall be provided to Engineer.
- d. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
- e. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
- f. After consultation with Owner, identify extent of final rights of way, both temporary and permanent, needed for construction of the project.
- g. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
- h. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
- i. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
- j. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
- k. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or

requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.

2. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
3. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one.

C. *Bidding or Negotiating Phase*

1. Engineer shall:
  - a. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
  - b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. This shall include coordination as necessary with Engineer's "Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any addenda from other Owner consultants shall be provided to Engineer.
  - c. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
  - d. Consult with Owner as to the qualifications of prospective contractors.
  - e. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
  - f. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work.
  - g. Attend the bid opening as needed, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
  - h. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

- i. Coordinate execution of Contract by assembling contract documents for review by Owner, Owner's Attorney, and Contractor and assist in routing contracts between entities to obtain necessary signatures.
2. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

D. *Construction Phase*

1. Engineer shall:

- a. *General Administration of Construction Contract*: Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
- b. *Resident Project Representative (RPR)*: Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth below. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth below.
  - 1) Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
  - 2) Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in in this Task Order, are applicable.

- 3) The duties and responsibilities of the RPR are as follows:
- a) *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  - b) *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
  - c) *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
  - d) *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
  - e) *Liaison*
    - Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
    - Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
    - Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
  - f) *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
  - g) *Shop Drawings and Samples*
    - Record date of receipt of Samples and Contractor-approved Shop Drawings.
    - Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
    - Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
  - h) *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
  - i) *Review of Work; Defective Work*

- Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
  - Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and
  - Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
- j) Inspections, Tests, and System Start-ups
- Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
  - Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
  - Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
  - Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
  - Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
- k) Records
- Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
  - Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
  - Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.
  - Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

- Maintain records for use in preparing Specific Project documentation.
  - Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
- l) Reports
- Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
  - Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
  - Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
  - Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
- m) *Payment Requests*: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- n) *Certificates, Operation and Maintenance Manuals*: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
- o) Completion:
- Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.
  - Participate in Engineer's visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
  - Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit A.1).
- 4) Resident Project Representative shall not:
- a) Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
  - b) Exceed limitations of Engineer's authority as set forth in this Agreement.
  - c) Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
  - d) Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

- e) Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
  - f) Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
  - g) Accept Shop Drawing or Sample submittals from anyone other than Contractor.
  - h) Authorize Owner to occupy the Specific Project in whole or in part
- c. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
- d. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
- e. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
- f. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- g. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
- h. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
- 1) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. This shall include coordination as necessary with Engineer's "Subcontractor(s) and/or other consultants employed by the Owner for observations requiring their expertise.

- 2) The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
- i. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
  - j. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
  - k. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents. This shall include coordination as necessary with Engineer's "Subcontractor(s) and/or other consultants employed by the Owner. Any clarifications, interpretation, or decision shall be provided by the Owner's applicable consultant.
  - l. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
  - m. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
  - n. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings,

conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract. This shall include coordination as necessary with Engineer's "Subcontractor(s) and/or other consultants employed by the Owner. Any reviews, obtaining of information, and preparation of findings, conclusions, and recommendations shall be provided by the Owner's applicable consultant.

- o. *Non-reviewable matters*: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
- p. *Shop Drawings, Samples, and Other Submittals*: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
- q. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- r. *Inspections and Tests*:
  - 1) Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
  - 2) As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
  - 3) Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- s. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims. This shall include coordination as necessary with Engineer's "Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any pertinent information shall be provided to Engineer.

- t. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - 1) Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract.
- u. *Contractor's Completion Documents*: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph 2.D.1.p. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
- v. *Substantial Completion*: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
- w. *Final Notice of Acceptability of the Work*: Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit A.1 ("Notice of Acceptability of Work") to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.
- x. *Standards for Certain Construction-Phase Decisions*: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- y. *Construction Staking*: Engineer will provide the following upon request of the Contractor
  - 1) Water Mains/ Force Mains
    - a) Centerline with offsets at 50' intervals
    - b) Cut stakes to top of pipe with hubs, if plan calls for specified grades
    - c) Curb Stop Locations
  - 2) Storm-Sanitary Sewers
    - a) Centerline stakes with offsets and cuts to inverts at 50' intervals
    - b) Manholes with offsets
    - c) Inlets with offsets
    - d) Wye locations

- e) Service ends with grades
- 3) Streets
  - a) Initial dirt grade stakes with lath every 100' and at high and low
  - b) Subgrade blue tops for centerline and curb and gutter areas if so specified in construction contract
  - c) Centerline gravel blue tops if so specified in construction contract
  - d) Curb & gutter flow line stakes with offsets every 25'
  - e) Concrete Paving grade stakes with offset at 25' intervals plus high and low points
- 4) Lift Stations (without buildings)
  - a) Location & elevation of rim and invert centerline of wet well, dry well, and/or check valve manhole
- 5) Buildings
  - a) Location & elevation of corners of first floor with offsets
- 6) Sidewalks/Multi-Use Paths
  - a) Elevation & location of "Outside" finished edge (one edge) of Sidewalk or Multi-Use Path @ 25' stationing
- 7) Channels/Embankments
  - a) Centerline cut/fill, daylights, and temporary construction easement limits (every 200')
  - b) Culvert alignment, lengths, and invert elevations with offsets
  - c) Structure locations and invert elevations with offsets
- 8) Ponds/Lakes
  - a) Location and elevation of bottom of lake/pond every 200'
  - b) Location and elevation of changes in slopes (i.e. hinges) every 200'
  - c) Location and elevation of contour defining bottom of planting area used to protect slopes every 200'
  - d) Topsoil stripping location every 200'
  - e) Five elevation control points.

2. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph 2.B.3, then Construction Phase services may be rendered at different times in respect to the separate contracts.

E. *Post-Construction Phase*

1. Engineer shall:
  - a. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
  - b. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
2. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified, will terminate twelve months after the commencement of the Construction Contract's correction period.

## F. *Commissioning Phase*

1. Engineer shall:
  - a. Assist Owner in connection with the adjusting of Specific Project equipment and systems.
  - b. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
  - c. Prepare operation and maintenance manuals.
  - d. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.
2. Prepare and furnish to Owner Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor. Record Drawings shall include significant changes made during construction along with survey ("gps") points on significant surface infrastructure features including manholes, catch basins, curb stops, valves, hydrants, and street lights. Record Drawings will be supplied in DWG and PDF format and survey ("gps") points will be supplied in CSV format.

### **3. Additional Services**

Additional Services authorized or necessary under this Task Order are:

#### A. *Additional Design Related Services*

1. Scoping Phase – Add to the previous TO 16 additional work that was required to complete the work as described in the Scoping Phase of TO 16.
2. Consultant Design Services – Communication with a structural engineer and coordinating their efforts to analyze the proposed design to verify that the proposed section is adequate and this also includes the cost of the structural engineering as a sub-consultant within this contract.
3. Public Outreach and Communication Phase 601 – This work consists of preparing for a potential public meeting and also writing a letter from the Owner to send out to affected property owners.
4. Permitting Administration – Coordination and communication with SE Cass County Watershed Board and attending meetings as necessary to obtain their permission to construct the concrete path on their property.
5. Funding Administration – Updating the CIP with the anticipated costs associated with this project.

#### B. *Commissioning Phase Additional Services*

1. Additional Record Drawings – Prepare and furnish to Owner GIS shapfiles showing appropriate record information based on Project annotated record documents received from Contractor. GIS shapefiles shall include survey ("gps") points on significant surface infrastructure features including manholes, catch basins, curb stops, valves, hydrants, and street lights. GIS shapefiles will be supplied to City for use within their webmap.

### **4. City's Responsibilities**

City shall have those responsibilities as follows:

- A. City shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to unreasonably delay or interfere with the services of MEI
- B. City shall be responsible for, and MEI may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by City to MEI pursuant to this Agreement. MEI may use such requirements, reports, data, and information in performing or furnishing services under this Agreement. Nothing in this paragraph shall be construed to require MEI to affirmatively determine the accuracy of information that is prepared for City by other licensed professionals (including, but not limited to, land surveyors, geotechnical engineers, accountants, insurance and surety professionals, and attorneys) who are not engaged directly by MEI.
- C. City shall provide for MEI's right to enter the property owned by City and/or others in order for MEI to fulfill its services.

**5. Task Order Schedule**

In addition to any schedule provisions provided elsewhere, the parties shall meet the following schedule:

- A. The services covered by this Task Order will terminate twelve months after the commencement of the Construction Contract's correction period

**6. Payments to Engineer**

- A. City shall pay Engineer for services rendered under this Task Order as follows:

Previously Approved Tasks	TO No.	Current Budget (\$)
110 - Scoping Phase	16	\$8,300
120 - NDDOT Correspondence	16	\$2,500
340 - Topographical and Boundary Survey	16 & 16-1	\$22,000
605 - Environmental Services	16-1	\$5,000
<b>Previous Task Order Subtotal</b>		<b>\$37,800</b>

*12.5  
4.2.20*

- i. Compensation for services outlined in Section 3 shall be on a Time and Material basis in accordance with the Standard Hourly Rates shown in Exhibit B of the Agreement.

Current Task Order 16-2 Tasks	Budget (\$)	Maximum Fee (\$)
110 – Scoping Phase (In addition to previous Scoping)	\$1,800	
600 - Consultant Design Services	\$8,000	
601 – Public Outreach and Communication	\$1,250	
650 – Permitting Administration	\$3,000	

Current Task Order 16-2 Tasks	Budget (\$)	Maximum Fee (\$)
660 – Funding Administration	\$800	
661 – Additional Record Drawings	\$1,200	
<b>Task Order 16-2 Subtotal</b>	<b>\$16,050</b>	<b>\$16,200</b>

*ES*  
4-2-20

ii. Compensation for services outlined in the Preliminary Design, Final Design, Bidding or Negotiation, Construction, Post-Construction, and Commissioning Phases shall be made according the following table.

Project Type	Preliminary Design, Final Design, Bidding or Negotiation Phases (% of Final Construction Contract Value plus value of any alternates designed but not constructed)	Construction, Post-Construction, and Commissioning Phases (% of Final Construction Contract Value)
<b>Projects designed and constructed in accordance with NDDOT requirements</b>	6%	6%
Estimated Value of Final Construction Contract		\$580,000
Estimated Compensation based on 12% of Construction		\$69,600

*ES*  
4-2-20

iii. Compensation for services referenced in 6.A.i (Additional Services) and 6.A.ii (Basic Services) are summarized in the following table.

Total Project Task Orders to Date	Budget (\$)	Maximum Fee (\$)
110 - Scoping Phase	\$10,100	
120 - NDDOT Correspondence	\$2,500	
340 - Topographical and Boundary Survey	\$22,000	
600 – Consultant Design Services	\$8,000	
601 – Public Outreach and Communication	\$1,250	
605 - Environmental Services	\$5,000	
650 – Permitting Administration	\$3,000	
660 – Funding Administration	\$800	
661 – Additional Record Drawings	\$1,200	
<b>Additional Services Subtotal</b>	<b>\$53,550</b>	
<b>Estimated Compensation based on 12% of Construction</b>	<b>\$69,600</b>	
<b>TOTAL ESTIMATED COMPENSATION UNDER ALL TASK ORDERS</b>	<b>\$123,150</b>	<b>\$123,500</b>

*ES*  
4-2-20

B. The terms of payment are set forth in Article 4 of the Agreement.

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

a. Heyer Engineering for structural analysis of the concrete section needed.

**8. Other Modifications to Agreement and Exhibits: None.**

**9. Attachments: None.**

**10. Other Documents Incorporated by Reference: None.**

**11. Terms and Conditions**

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

The Effective Date of this Task Order No. 16-2 is March 31, 2020.

OWNER:

ENGINEER:

By: Tina Fisk

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

Print Name: Tina Fisk

Print Name: Lee Beauvais

Title: City Administrator

Title: Vice President

Engineer License or Firm's Certificate No. (if required): 011C  
State of: North Dakota

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Tina Fisk

Name: Daniel R. Hanson, PE

Title: City Administrator

Title: Senior Project Manager

Address: 800 4<sup>th</sup> Ave E. West Fargo, ND 58078

Address: 925 10<sup>th</sup> Ave E. Suite #1, West Fargo, ND

E-Mail Address: Tina.Fisk@westfargond.gov

E-Mail Address: dan.hanson@mooreengineeringinc.com

Phone: (701)433-5301

Phone: (701)282-4692

**Exhibit A.1**



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**NOTICE OF ACCEPTABILITY OF WORK**

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SPECIFIC PROJECT:

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OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

**NOTICE DATE:**

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To: \_\_\_\_\_  
OWNER

And To: \_\_\_\_\_  
CONTRACTOR

From: \_\_\_\_\_  
ENGINEER

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The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_, \_\_\_\_\_, and the following terms and conditions of this Notice.

**Exhibit A.1 cont'd**

**CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK**

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Specific Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

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

\_\_\_\_\_

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

\_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_



Dustin T. Scott - City Engineer  
Jerry Wallace – Civil Engineer  
Andrew Wrucke – Transportation Engineer  
Kayla Volness – Engineering Office Manager

Engineering Department  
800 4<sup>th</sup> Ave E  
West Fargo, ND 58078  
701-433-5430  
[www.westfargond.gov](http://www.westfargond.gov)

**AGENDA ITEM REQUEST**  
*BOARD OF CITY COMMISSIONERS*  
*WEST FARGO, NORTH DAKOTA*

**OFFICE USE:**  
**AGENDA ITEM #**   8  

\*\* "Consent" or "Regular" Agenda Item? **Regular** \*\*

1. CONTACT PERSON(s):
  - Dustin T. Scott, City Engineer (433-5425)
  - Matt Andvik, Public Works Director (433-5402)
  
2. DATE OF MEETING:
  - **April 6, 2020**
  
3. DESCRIPTION OF REQUEST:
  - Spring Flood Update
  
4. LOCATION (address; legal; etc.):
  - N/A
  
5. ACTION(s) REQUESTED:
  - None

ADDITIONAL INFORMATION: