

- A. Pledge of Allegiance
- B. Approve Order of Agenda
- C. Approval of Minutes – June 1, 2020 **(Pages 3-6)**
- D. Building Permits

Consent Agenda – Approve the Following:

- a. Bills **(Pages 7- 14)**
- b. Gaming Site Authorization for the West Fargo Hockey Association. Games to be conducted: Bingo, Raffles, Pull Tab Jar, Pull Tab Dispensing Device, Electronic Pull Tab Device, Club Special, Tip Board, Seal Board, Punchboard, Prize Board, Sports Pool, Twenty-One, Poker, and Paddlewheels with Tickets at Traditions Restaurant & Bar, 333 Sheyenne Street #116. **(Pages 15-16)**
- c. Gaming Site Authorization for the West Fargo Hockey Association. Games to be conducted: Bingo, Raffles, Pull Tab Jar, Pull Tab Dispensing Device, Electronic Pull Tab Device, Club Special, Tip Board, Seal Board, Punchboard, Prize Board, Sports Pool, Twenty-One, Poker, Paddlewheels with Tickets and Paddlewheel Table at Blarney Stone Pub, 1910 9th Street E. **(Pages 17-18)**
- d. Gaming Site Authorization for the West Fargo Hockey Association. Games to be conducted: Bingo, Raffles, Pull Tab Jar, Pull Tab Dispensing Device, Electronic Pull Tab Device, Club Special, Tip Board, Seal Board, Punchboard, Prize Board, Sports Pool, Twenty-One, Poker, Paddlewheels with Tickets and Paddlewheel Table at M & J Saloon, 817 Main Avenue W. **(Pages 19-20)**
- e. Gaming Site Authorization for the West Fargo Hockey Association. Games to be conducted: Bingo, Raffles, Pull Tab Jar, Pull Tab Dispensing Device, Electronic Pull Tab Device, Club Special, Tip Board, Seal Board, Punchboard, Prize Board, Sports Pool, Twenty-One, Poker, and Paddlewheels with Tickets at Hooligans, 509 32nd Avenue W. **(Pages 21-22)**
- f. Gaming Site Authorization for the West Fargo Hockey Association. Games to be conducted: Bingo, Raffles, Pull Tab Jar, Pull Tab Dispensing Device, Electronic Pull Tab Device, Club Special, Tip Board, Seal Board, Punchboard, Prize Board, Sports Pool, Twenty-One, Poker, Paddlewheels with Tickets and Paddlewheel Table at Rookies Sports Bar, 715 13th Avenue E. **(Pages 23-24)**
- g. Gaming Site Authorization for the West Fargo Hockey Association. Games to be conducted: Bingo, Raffles, Pull Tab Jar, Pull Tab Dispensing Device, Electronic Pull Tab Device, Club Special, Tip Board, Seal Board, Punchboard, Prize Board, Sports Pool, Twenty-One, Poker, Paddlewheels with Tickets and Paddlewheel at PubWest, 3140 Bluestem Drive. **(Pages 25-26)**
- h. Games of Chance for Blessed Sacrament. Games to be conducted: Bingo, Raffle and Calendar Raffle on 7-1-2020 through 6-30-2021 at Blessed Sacrament 210 5th Avenue W. **(Page 27)**
- i. Gaming Site Authorization for the West Fargo Rural Fire Department. Games to be conducted: Bingo, Pull Tab Dispensing Device, Twenty-One and Poker at Speedway Event Center 680 Main Avenue W. **(Page 28)**
- j. Pledging of Securities Collateral - April 30, 2020. **(Pages 29-33)**
- k. Final Plat Approval with conditions listed in staff report for Center at 7th Third Addition, a replat. **(Pages 34-40)**
- l. Schedule a Public Hearing on the Rezoning for City Vision Addition, a Replat and Rezoning from A: Agricultural to LI: Light Industrial, at 5:30 pm on July 6, 2020. **(Pages 41-42)**



Regular Agenda

1. Conditional Use Permit for an accessory building in an agriculturally zoned district at 3605 2nd Street East – **Tim Solberg (Pages 43-54)**
2. Final review of the Capital Improvement Plan (CIP) – **Dustin Scott (Page 55)**
3. Review Task Order No. 31-1 for professional services relating to Sewer, Water, Storm, and Street Improvement District No. 1331 – Wilds 20th Addition – **Dustin Scott (Page 56-77)**
4. Review information and documents for the city's Sheyenne Street Downtown Improvement project, designated as "Street Improvement District No. 2252". – **Dustin Scott (Pages 78-85)**
5. Construction Report – **Dustin Scott**
6. City Administrator's Report – **Tina Fisk**
7. Correspondence
8. Non-Agenda Items
9. Adjourn



The West Fargo City Commission met on Monday, June 1, 2020, at 5:30 pm. Those present via Zoom virtual meeting were Commissioners Bernie Dardis, Brad Olson, Eric Gjerdevig and Mike Thorstad. Commissioner Mark Simmons was not in attendance. The President of the Board Bernie Dardis called the meeting to order.

The Pledge of Allegiance was recited.

Commissioner Dardis requested changes to the Consent Agenda to include item i., Gaming Site Authorization for the West Fargo Rural Fire Department, gaming site located at Bar Nine. Regular Agenda item number 3 regarding the Renaissance Zone Renewal is a public hearing. Commissioner Gjerdevig moved and Commissioner Olson seconded to approve the Order of Agenda with proposed changes. No opposition. Motion carried.

Commissioner Olson moved and Commissioner Thorstad seconded to approve the minutes of May 18, 2020 as presented. No opposition. Motion carried.

The Commission reviewed the Building Department Activity and Monthly Comparison Reports dated June 1, 2020 and Building Permits #216-279. 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. Gaming Site Authorization for the Boys and Girls Club of the Red River Valley. Games to be conducted: Raffles, Pull Tab Jar, Electronic Pull Tab Device, Twenty-One, Poker, Calcuttas and Paddlewheels with Tickets at The Work Zone Bar, 701 E Main Avenue.
- c. Gaming Site Authorization for West Fargo Events. Games to be conducted: Raffles, Pull Tab Jar, Pull Tab Dispensing Device, Electronic Pull Tab Device, Twenty-One, Poker, Calcuttas, Paddlewheels with Tickets and Paddlewheel Table at Bar Down, 3100 Sheyenne Street.
- d. Gaming Site Authorization for the Metro Sports Foundation. Games to be conducted: Pull Tab Jar, Electronic Pull Tab Device, Prize Board, Twenty-One, Poker and Paddlewheel Table at Brewtus Brickhouse, 635 32nd Avenue S., Suite 108.
- e. Proposed Resolution Approving Contract and Contractor's Bond in Sewer, Water, Storm and Street Improvement District No. 1329.
- f. Final Plat Approval of River's Bend at the Preserve 6th Addition with conditions listed in staff report.
- g. Gaming Site Authorization for Team Makers Club, Inc. Games to be conducted: Raffles, Electronic 50/50 Raffle, Pull Tab Jar, Electronic Pull Tab Device, Sports Pool, Twenty-One, and Poker at Bar Code, 835 23rd Avenue E #207.
- h. Gaming Site Authorization for Team Makers Club, Inc. Games to be conducted: Raffles, Pull Tab Dispensing Device and Poker at Ole and Lena's Pizzeria, 3330 Sheyenne Street.



- i. Gaming Site Authorization for the West Fargo Rural Fire Department. Games to be conducted: Bingo, Raffles, Pull Tab Jar, Pull Tab Dispensing Device, Electronic Pull Tab Device, Twenty-One, and Poker at Bar Nine, 1405 Prairie Parkway.

No opposition. Motion carried.

John Shockley, City Attorney, appeared before the Commission to discuss liquor sales for restaurants and bars with take-out orders. A motion is needed from the Commission to extend the moratorium, or it will expire tonight. If the Commission requests this to be a permanent situation, it will require an ordinance change. After discussion, Commissioner Gjerdevig moved and Commission Thorstad seconded to extend the moratorium for an additional 90 days. No opposition. Motion carried.

Lance Johnson, with EPIC, appeared before the Commission to report on the Daktronics video board. Mr. Johnson stated that after testing, it was found that the board is dimming down and operationally working as planned. Commissioner Dardis requested that Ms. Tina Fisk, City Administrator, follow up with a response to the party questioning the functionality. Ms. Fisk confirmed she would send a letter this week. This is an informational item and a motion is not needed.

Lauren Orchard, Economic Development Director, appeared before the Commission to discuss the Renaissance Zone Renewal. The application is submitted every 5 years and is currently up for renewal with a due date of June 6, 2020. Ms. Orchard stated there has been no public comment submitted as of yet. Commissioner Dardis opened the public hearing for public comment. After hearing no public comments, Commissioner Dardis closed the public hearing and resumed discussion. Commissioner Gjerdevig moved and Commissioner Olson seconded to continue the program and submit a renewal application. No opposition. Motion carried.

Dustin Scott, City Engineer, and Brent Muscha with Apex appeared before the Commission to give a presentation and final report on the 9th Street Corridor Study. An overview of improvement options with cost estimates were provided, along with recommended alternative solutions. After discussion, Commissioner Olson moved and Commissioner Gjerdevig seconded to approve the final report. No opposition. Motion carried.

Dustin Scott, City Engineer, appeared before the Commission to present a DRAFT Capital Improvement Plan (CIP). Mr. Scott provided a high-level overview of our CIP, the existing infrastructure and the state of our current infrastructure conditions. A brief explanation of the process and proposed CIP were given and included a funding discussion. This is an informational item and a motion is not needed.

Dustin Scott, City Engineer, appeared before the Commission to discuss the Engineer's Report for Sewer, Water, Storm and Street Improvement District No. 1331. After discussion, there are two motions before the Commission. Commissioner Olson moved and Commissioner Gjerdevig seconded to approve the Engineer's Report for Sewer, Water, Storm and Street Improvement District No. 1331. No opposition. Motion carried. For the second motion, Commissioner Olson moved and Commissioner Gjerdevig seconded to



direct the City Engineer to prepare a draft task order for design and construction services in accordance with the MSA between the City of West Fargo and Moore Engineering. No opposition. Motion carried.

Tina Fisk, City Administrator, appeared before the Commission to discuss vacation balance rollovers. Ms. Fisk discussed the 240-hour rollover policy with the Commission. After discussion, Commissioner Gjerdevig moved and Commissioner Olson seconded to approve the policy change as presented. No opposition. Motion carried.

Dustin Scott, City Engineer, appeared before the Commission to provide construction updates. There are a few shoulder and lane closures at the following:

1. 6th Street NW
2. 9th Street NE
3. 15th Street N
4. 40th Avenue commercial site, installing a new driveway and should be cleared by the end of this week.
5. Majority of road work is not overly impacting the public

No action requested.

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

1. The Saturday protest caused an emergency declaration to be put in place for 7 days. To extend the declaration beyond the 7 days, the Commission would need to approve the extension. The Commission agreed to let it lapse.
2. Jim Larson and Tracy Johnson, with the Finance Department, have been holding preliminary budget meetings with staff, and things are moving along well.
3. Revising the COVID Return to Work Plan.
4. Effective today, all staff will be tested for COVID. The Police Department and Fire Department already have a staff testing policy in place, and are looking into anti-body testing to be done.
5. Vendors for the street fair are being compiled.
6. Police Chief interviews have been pushed out a couple weeks, due to recent events.
7. Special assessment process will begin with committee meetings in late June

Tina Fisk, City Administrator, stated there was no correspondence to share with the Commission.

Commissioner Olson had a non-agenda item, when will the Commission meet face-to-face again. Ms. Fisk stated the next Commission Meeting would be a face-to-face meeting.



**West Fargo City Commission Meeting
Monday, June 1, 2020
Virtual Meeting via Zoom 5:30 PM**

Commissioner Dardis had a few items to share:

1. Mr. Dardis will be traveling to Grand Forks and attending Officer Holte's funeral.
2. Drive-up testing is being done at Legacy Middle School.
3. Mr. Dardis wanted to express his thanks and express how proud he is of the front line at the protest. Our officers showed extreme professionalism and restraint, fantastic job to all involved. Thank you.
4. Red River Valley COVID Task Force continues to meet and expresses to wash hands, encourage individuals to wear masks and be vigilant and safe.

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

Bernie Dardis, Commission President

Tina Fisk, City Administrator

Consent Agenda a.

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
87102	S	3609 PAT AREL	53.73	05/19/20			
87103	S	289 ACME TOOLS	288.18	06/02/20		CL 90581	53.73
87104	S	779 AGASSIZ SEED COMPANY	590.00	06/02/20		CL 90853	148.95
87105	S	3490 AMAZON CAPITAL SERVICES	740.05	06/02/20		CL 90930	110.22
						CL 90954	29.01
						CL 90836	590.00
						CL 90924	55.89
						CL 90939	111.92
						CL 90990	34.82
						CL 91001	98.40
						CL 91011	439.02
87106	S	2742 AMBASSADOR INC	9278.59	06/02/20		CL 91008	9278.59
87107	S	317 AMERICAN WELDING & GAS, INC.	286.90	06/02/20		CL 90993	286.90
87108	S	999999 AMY KEMPFER	190.00	06/02/20		CL 90876	190.00
87109	S	3511 ASPEN MILLS	633.53	06/02/20		CL 90952	411.68
						CL 90988	221.85
87110	S	1069 BAKER GARDEN & GIFT	2269.82	06/02/20		CL 90934	2269.82
87111	S	43 BATTERIESPLUS c/o Bat 34 Inc	499.44	06/02/20		CL 90968	499.44
87112	S	36 BERT'S TRUCK EQUIPMENT	67.20	06/02/20		CL 90974	67.20
87113	S	1403 BLUE TARP FINANCIAL, INC	374.46	06/02/20		CL 90845	52.99
						CL 90941	81.48
						CL 90995	239.99
87114	S	26 BORDER STATES INDUSTRIES INC	16496.00	06/02/20		CL 90838	16496.00
87115	S	3512 BOUND TREE MEDICAL, LLC	2555.27	06/02/20		CL 90957	1132.50
						CL 90984	1422.77
87116	S	3623 BRANDON CONLEY	1875.00	06/02/20		CL 90854	1875.00
87117	S	73 BRAUN INTERTEC	14685.50	06/02/20		CL 90905	14685.50
87118	S	999999 BRIAN RIX	300.00	06/02/20		CL 90888	300.00
87119	S	16 BROKERAGE PRINTING	393.65	06/02/20		CL 90821	270.15
						CL 90948	73.50
						CL 90985	50.00

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Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
87120	S	351 BUSINESS ESSENTIALS	421.69	06/02/20	_____	CL 90846 CL 90892 CL 90970	145.00 226.54 50.15
87121	S	39 BUTLER MACHINERY	3567.68	06/02/20	_____	CL 90832 CL 90964	533.46 3034.22
87122	S	999999 CAITLIN YEADO	300.00	06/02/20	_____	CL 90880	300.00
87123	S	61 CASS COUNTY FINANCE	6015.00	06/02/20	_____	CL 90817	6015.00
87124	S	67 CASS COUNTY RECORDER	20.00	06/02/20	_____	CL 91004	20.00
87125	S	46 CASS RURAL WATER USERS	29.59	06/02/20	_____	CL 90921	29.59
87126	S	1512 CDW GOVERNMENT, INC	53.20	06/02/20	_____	CL 90893	53.20
87127	S	62 CENTRAL DOOR/HARDWARE	330.00	06/02/20	_____	CL 90820	330.00
87128	S	3216 CINTAS	89.33	06/02/20	_____	CL 90994	89.33
87129	S	111 CITY OF FARGO	71965.75	06/02/20	_____	CL 90804 CL 90849 CL 90950	44920.95 66.00 26978.80
87130	S	2880 CITY OF FARGO	315972.25	06/02/20	_____	CL 90915 CL 90916	224877.25 91095.00
87131	S	3622 CLEARVIEW AI	1000.00	06/02/20	_____	CL 90819	1000.00
87132	S	1904 CODE 4 SERVICES, INC	286.12	06/02/20	_____	CL 90894	286.12
87133	S	3245 CORE & MAIN	1083.41	06/02/20	_____	CL 90848	1083.41
87134	S	60 CROSSCOUNTRY FREIGHT SOLUTIONS	173.18	06/02/20	_____	CL 90841	173.18
87135	S	79 DAKOTA HOSE & EQUIP	42.24	06/02/20	_____	CL 90851 CL 90917	29.24 13.00
87136	S	87 DAKOTA TIRE	1187.98	06/02/20	_____	CL 90955	1187.98
87137	S	856 DAVE'S WEST FARGO TIRE	267.06	06/02/20	_____	CL 90818 CL 90856	94.16 172.90
87138	S	3627 DAVID BABB	80.00	06/02/20	_____	CL 90983	80.00
87139	S	999999 DUSTIN HERRMANN	300.00	06/02/20	_____	CL 90887	300.00

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Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
87140	S	545 ELECTRIC PUMP, INC	4988.29	06/02/20			
87141	S	1841 EMERGENCY AUTOMOTIVE TECHNOLOGIES, INC	313.20	06/02/20		CL 90922	4988.29
87142	S	660 FARGO FREIGHTLINER	10.46	06/02/20		CL 90973	313.20
87143	S	979 FARGO LINE-X	565.00	06/02/20		CL 90827	10.46
87144	S	104 FORUM COMMUNICATIONS	260.95	06/02/20		CL 90966	565.00
87145	S	2802 FRONTIER PRECISION	4928.00	06/02/20		CL 90875	45.90
87146	S	155 GALLS, LLC	315.16	06/02/20		CL 90891	215.05
87147	S	3471 GAST CONSTRUCTION CO	3400.00	06/02/20		CL 90935	4928.00
87148	S	2558 GOODYEAR COMMERCIAL TIRE	5858.00	06/02/20		CL 90822	315.16
87149	S	556 GRAINGER, INC.	546.77	06/02/20		CL 90928	3400.00
87150	S	2902 GRANT RICHARDSON	20.00	06/02/20		CL 90943	5858.00
87151	S	939 GRAYBAR	856.38	06/02/20		CL 90831	41.09
87152	S	3206 GREAT OUTCOMES CONSULTING LLC	3135.00	06/02/20		CL 90867	505.68
87153	S	2877 GREATAMERICA FINANCIAL SERVICES	1324.03	06/02/20		CL 90946	20.00
87154	S	2318 HABERDASHERY	105.00	06/02/20		CL 90829	856.38
87155	S	358 HUBERT OYE-SONS CONST.	1470.00	06/02/20		CL 91002	3135.00
87156	S	3087 IBM CORPORATION	275.00	06/02/20		CL 90807	442.89
87157	S	1663 INDUSTRIAL BUILDERS, INC	1848.69	06/02/20		CL 90896	704.51
87158	S	687 INFORMATION TECHNOLOGY DEPT	668.10	06/02/20		CL 91013	176.63
87159	S	1012 INTERSTATE POWER SYSTEMS, INC	9998.34	06/02/20		CL 90872	105.00
87160	S	2378 JASON CARRIVEAU	32.50	06/02/20		CL 90937	1470.00
87161	S	999999 JEN WANG	300.00	06/02/20		CL 91010	275.00
						CL 91003	1848.69
						CL 90929	668.10
						CL 90825	9998.34
						CL 90953	32.50
						CL 90886	300.00

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87162	S	2817 JOE SOLBERG	19.90	06/02/20			
						CL 90976	19.90
87163	S	2798 JOHNSON CONTROLS	331.88	06/02/20			
						CL 90942	331.88
87164	S	3608 JONES & BARTLETT LEARNING	21.00	06/02/20			
						CL 90986	21.00
87165	S	2122 KEY CONTRACTING	28325.00	06/02/20			
						CL 90938	28325.00
87166	S	2735 KLJ ENGINEERING LLC	33797.00	06/02/20			
						CL 90911	431.00
						CL 90912	14842.00
						CL 90913	18524.00
87167	S	2752 KOST MATERIALS, LLC	866.00	06/02/20			
						CL 90833	356.00
						CL 90962	510.00
87168	S	693 KPH, INC	224883.00	06/02/20			
						CL 90907	224883.00
87169	S	2325 KUSTOM KONCEPTS	3358.61	06/02/20			
						CL 90961	3358.61
87170	S	999999 KYLENE BAGLEY	300.00	06/02/20			
						CL 90883	300.00
87171	S	2996 LAKE AGASSIZ HABITAT RESTORE	1151.31	06/02/20			
						CL 91005	1151.31
87172	S	260 LAR'S BODY SHOP	7459.74	06/02/20			
						CL 90809	5996.19
						CL 90855	1463.55
87173	S	999999 LAUREN KUPFER	300.00	06/02/20			
						CL 90882	300.00
87174	S	705 LAWSON PRODUCTS	1736.03	06/02/20			
						CL 90992	1736.03
87175	S	2570 LG EVERIST INC	5515.11	06/02/20			
						CL 90936	5515.11
87176	S	3418 LOFFLER	31.52	06/02/20			
						CL 90918	31.52
87177	S	3491 LOFFLER COMPANIES INC	115.31	06/02/20			
						CL 91012	115.31
87178	S	270 LOWE'S	68.01	06/02/20			
						CL 90944	68.01
87179	S	3502 M&T FIRE AND SAFETY	2928.00	06/02/20			
						CL 90969	2928.00
87180	S	3304 MAC'S - FARGO	75.89	06/02/20			
						CL 90842	75.89
87181	S	999999 MASON BEIER	190.00	06/02/20			
						CL 90877	190.00
87182	S	3384 MATHESON TRI-GAS INC	800.00	06/02/20			
						CL 90940	800.00
87183	S	308 MATTHEW BENDER & CO., INC	142.88	06/02/20			
						CL 90805	65.07
						CL 91007	77.81

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Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
87184	S	3624 MATTIE HJELSETH	88.11	06/02/20			
87185	S	999999 MELISSA SAMPSON	190.00	06/02/20		CL 90902	88.11
87186	S	299 MENARDS	727.30	06/02/20		CL 90879	190.00
87187	S	2610 MGI LANDSCAPES	91.00	06/02/20		CL 90824	659.78
87188	S	2766 MIDCONTINENT COMMUNICATIONS	125.00	06/02/20		CL 90982	67.52
87189	S	102 MIDSTATES WIRELESS	614.50	06/02/20		CL 90840	91.00
87190	S	1854 MIDWEST TAPE	1325.94	06/02/20		CL 90865	125.00
87191	S	772 MINNKOTA	75.00	06/02/20		CL 90956	614.50
87192	S	305 MOORE ENGINEERING	205747.63	06/02/20		CL 90806	1025.32
87193	S	1014 MOTION INDUSTRIES, INC	15.20	06/02/20		CL 90945	300.62
87194	S	2753 MOUNTAIN PLAINS YOUTH SERVICES/YOUTHWORK	25000.00	06/02/20		CL 90814	75.00
87195	S	298 MVTL LABORATORIES	595.50	06/02/20		CL 90903	4400.00
87196	S	2882 NARDINI FIRE EQUIPMENT	107.09	06/02/20		CL 90904	195942.32
87197	S	335 ND DEPT OF TRANSPORTATION	448460.16	06/02/20		CL 90914	5405.31
87198	S	756 NELCO FIRST AID	611.60	06/02/20		CL 90979	15.20
87199	S	364 NELSON INTERNATIONAL	1083.83	06/02/20		CL 90811	25000.00
87200	S	271 NETCENTER TECHNOLOGIES	170.00	06/02/20		CL 90844	595.50
87201	S	999999 NORTH DAKOTA ASSOC OF RURAL ELECTRIC CO	18.00	06/02/20		CL 90967	107.09
87202	S	141 NORTH STAR SAFETY, INC	517.14	06/02/20		CL 90808	252758.24
87203	S	328 NORTHERN ENGINE & SUPPL	94.36	06/02/20		CL 90947	195701.92
87204	S	348 NORTHERN IMPROVEMENT CO	26969.69	06/02/20		CL 90949	189.55
						CL 91000	422.05
						CL 90933	1083.83
						CL 91017	170.00
						CL 90897	18.00
						CL 90852	517.14
						CL 90919	94.36
						CL 90906	26969.69

Claim Checks

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87205	S	331 NORTHERN STATES SUPPLY	53.17	06/02/20			
						CL 90996	53.17
87206	S	1715 NORTHWEST TIRE INC	617.80	06/02/20			
						CL 90977	617.80
87207	S	330 NORTHWESTERN EQUIP INC.	83.20	06/02/20			
						CL 90920	83.20
87208	S	1774 O'REILLY AUTOMOTIVE STORES, INC	246.98	06/02/20			
						CL 90931	200.19
						CL 90959	46.79
87209	S	276 OSTROMS ACE HARDWARE	2153.73	06/02/20			
						CL 90823	1836.44
						CL 90980	12.99
						CL 90989	304.30
87210	S	914 PATRICK & CO.	450.00	06/02/20			
						CL 90813	450.00
87211	S	563 PETRO SERVE USA	398.42	06/02/20			
						CL 90975	398.42
87212	S	1310 PETTYS CONSULTING, LLC	110.00	06/02/20			
						CL 90816	110.00
87213	S	999999 PHILLIP FETTING	300.00	06/02/20			
						CL 90881	300.00
87214	S	1166 PRODUCTIVITY PLUS ACCOUNT	4363.22	06/02/20			
						CL 90932	929.95
						CL 90981	3433.27
87215	S	1472 RAILROAD MANAGEMENT CO III, LLC	258.95	06/02/20			
						CL 90895	258.95
87216	S	2982 RDO EQUIPMENT CO	13500.00	06/02/20			
						CL 90951	13500.00
87217	S	1766 RED RIVER CHILDREN'S ADVOCACY CENTER	4000.00	06/02/20			
						CL 90812	4000.00
87218	S	999999 RICHARD EDGERLY	300.00	06/02/20			
						CL 90884	300.00
87219	S	3629 RM HOEFS & ASSOCIATES, INC	2000.00	06/02/20			
						CL 90991	2000.00
87220	S	441 S & S LANDSCAPING	280.76	06/02/20			
						CL 90837	280.76
87221	S	454 SANITATION PRODUCTS	1777.36	06/02/20			
						CL 90826	1777.36
87222	S	3628 SCOTT JOHNSON	80.00	06/02/20			
						CL 90987	80.00
87223	S	459 SHERWIN WILLIAMS	142.00	06/02/20			
						CL 90843	142.00
87224	S	438 SHOTWELLS	969.00	06/02/20			
						CL 90839	969.00
87225	S	3625 SIGNATURE DESIGN HOME & REMODEL, LLC	11567.25	06/02/20			
						CL 90908	11567.25
87226	S	2655 SIMPLIFILE	265.00	06/02/20			
						CL 91006	265.00

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
87227	S	1626 SIRCHIE ACQUISITION COMPANY LLC	231.69	06/02/20			
						CL 90910	231.69
87228	S	274 STEVE MOTTINGER	4750.00	06/02/20			
						CL 90900	4750.00
87229	S	38 STRATA CORPORATION	1676.08	06/02/20			
						CL 90835	1025.60
						CL 90960	650.48
87230	S	2821 STROHMAN ENTERPRISE, INC	625.00	06/02/20			
						CL 90815	625.00
87231	S	31 STURDEVANT'S AUTO PARTS	215.47	06/02/20			
						CL 90925	215.47
87232	S	733 SWANSTON EQUIPMENT CORP.	182.46	06/02/20			
						CL 90923	182.46
87233	S	634 SWEENEY CONTROLS COMPANY	178.80	06/02/20			
						CL 90958	178.80
87234	S	2491 TEAM LABORATORY CHEMICAL, LLC	579.00	06/02/20			
						CL 90834	480.00
						CL 90847	99.00
87235	S	1156 TESSMAN	938.76	06/02/20			
						CL 90850	502.75
						CL 90963	436.01
87236	S	3626 THE GARLAND CO INC	179.87	06/02/20			
						CL 90972	179.87
87237	S	665 TWIN CITY GARAGE DOOR	407.51	06/02/20			
						CL 90828	407.51
87238	S	784 UNITED POWER EQUIPMENT	20.71	06/02/20			
						CL 90926	20.71
87239	S	3604 USDA-RURAL DEVELOPMENT	7080.00	06/02/20			
						CL 90899	7080.00
87240	S	2478 VALLI	11741.66	06/02/20			
						CL 90873	10130.94
						CL 90874	1610.72
87241	S	2436 VISA FINANCE	314.25	06/02/20			
						CL 90890	314.25
87242	S	544 WALLWORK TRUCK CENTER	51.54	06/02/20			
						CL 90978	51.54
87243	S	3497 WATCHGUARD VIDEO	48.00	06/02/20			
						CL 90810	48.00
87244	S	999999 WENHAO DAI	190.00	06/02/20			
						CL 90878	190.00
87245	S	2184 WEST SIDE STEEL	13.48	06/02/20			
						CL 90830	13.48
87246	S	549 WF PUB SCHOOLS DIST #6	11990.00	06/02/20			
						CL 90898	11990.00
87247	S	338 XCEL ENERGY	475.51	06/02/20			
						CL 90901	95.91
						CL 90997	74.23
						CL 90998	59.15
						CL 90999	65.60
						CL 91014	95.23
						CL 91015	43.14
						CL 91016	42.25

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
87248	S	999999 YULIA KYRIAKOULIS	300.00	06/02/20	_____	CL 90885	300.00
87249	S	999999 ZACHARY LEHMANN	300.00	06/02/20	_____	CL 90889	300.00
87250	S	3549 DISCOVERY BENEFITS	3436.10	06/05/20	_____	CL 91085	3436.10
87251	S	3630 MATRIX TRUST COMPANY	1874.00	05/28/20	_____	CL 90860	1874.00
87252	S	3631 BENJAMIN BRUHSCHWEIN	1053.99	06/10/20	_____	CL 91111	1053.99
87253	S	3632 LOGAN SCHAUER	1053.99	06/10/20	_____	CL 91110	1053.99
Total for Claim Checks			1614848.62				
Count for Claim Checks			152				

* denotes missing check number(s)

of Checks: 152 Total: 1614848.62



Consent Agenda b.

GAMING SITE AUTHORIZATION JUN - 3 2020
OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

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

Full, Legal Name of Gaming Organization West Fargo Hockey Association

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

Name of Location Traditions Restaurant & Bar
Street 333 Sheyenne St #116 City West Fargo ZIP Code 58078 County Cass
Beginning Date(s) Authorized 7/1/20 Ending Date(s) Authorized 6/30/21 Number of twenty-one tables if zero, enter "0": 1
Specific location where games of chance will be conducted and played at the site (required) Far Southwest corner, entire bar excluding restrooms
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known

RESTRICTIONS (City/County Use Only)
Days of week of gaming operations (if restricted) Hours of gaming (if restricted)

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)
[X] Bingo [X] Club Special [X] Sports Pools
[X] ELECTRONIC Quick Shot Bingo [X] Tip Board [X] Twenty-One
[X] Raffles [X] Seal Board [X] Poker
[X] ELECTRONIC 50/50 Raffle [X] Punchboard [] Calcuttas
[X] Pull Tab Jar [X] Prize Board [X] Paddlewheels with Tickets
[X] Pull Tab Dispensing Device [] Prize Board Dispensing Device [] Paddlewheel Table
[X] ELECTRONIC Pull Tab Device

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

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

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

Handwritten note: OK # 15692 \$100.00 6-3-20



RENTAL AGREEMENT
 OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9413 (Rev. 08-2019)

License Number (Office Use Only)

Site Owner (Lessor) <i>Brian Day</i>		Site Name <i>Tradition Rest Bar</i>		Site Phone Number	
Site Address <i>3330 Sheyenne St #116</i>		City <i>West Fargo</i>	State <i>ND</i>	Zip Code <i>58078</i>	County <i>Cass</i>
Organization (Lessee) <i>West Fargo Hockey Association</i>		Rental Period <i>7/1/20 to 6/30/23</i>		Monthly Rent Amount	
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input type="checkbox"/> No <input type="checkbox"/> Yes		\$	
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____ Number of Tables with wagers over \$5 <u>1</u> X Rent per Table \$ <u>300</u>		<input type="checkbox"/> No <input type="checkbox"/> Yes		\$ <u>300</u>	
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		<input type="checkbox"/> No <input type="checkbox"/> Yes		\$	
4. Is Pull Tabs involving either a jar bar, standard, or electronic dispensing device conducted at this site? Please check: <input checked="" type="checkbox"/> Jar Bar <input type="checkbox"/> Standard Dispensing Device		<input type="checkbox"/> No <input type="checkbox"/> Yes		\$ <u>175</u>	
<input checked="" type="checkbox"/> Electronic Dispensing Device Number of Electronic Devices <u>6</u>				\$ <u>500</u>	
Total Monthly Rent				\$ <u>975</u>	

5. If the only gaming activity to be conducted at this site is a raffle drawing, please check here.

TERMS OF RENTAL AGREEMENT:

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

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

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

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

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

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

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

The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.

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

Signature of Lessor <i>[Signature]</i>	Title <i>PRESIDENT</i>	Date <i>4/4/20</i>
Signature of Lessee <i>[Signature]</i>	Title <i>Board Member</i>	Date <i>4/06/20</i>



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

JUN - 3 2020

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

Full, Legal Name of Gaming Organization West Fargo Hockey Association
--

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

Name of Location Blarney Stone Pub			
Street 1910 9th St E	City West Fargo	ZIP Code 58078	County Cass
Beginning Date(s) Authorized 7/1/20	Ending Date(s) Authorized 6/30/21	Number of twenty-one tables if zero, enter "0": 1	
Specific location where games of chance will be conducted and played at the site (required) Area between main bar and patio bar, entire bar excluding restrooms			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)	
Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)

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

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

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

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

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

*CK #15692
#100.00
6-3-20*



RENTAL AGREEMENT
 OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9413 (Rev. 08-2019)

License Number (Office Use Only)

Site Owner (Lessor) <i>Blarney Stone Pub LLC</i>		Site Name <i>Blarney Stone</i>		Site Phone Number	
Site Address <i>1910 9th St E</i>		City <i>West Fargo</i>	State <i>ND</i>	Zip Code <i>58078</i>	County
Organization (Lessee) <i>West Fargo Hockey Association</i>		Rental Period <i>7-1-20 to 6-30-21</i>		Monthly Rent Amount	
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$	
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$	
Number of Tables with wagers over \$5 <u>1</u> X Rent per Table \$ <u>150</u>				\$ <u>150</u>	
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$	
4. Is Pull Tabs involving either a jar bar, standard, or electronic dispensing device conducted at this site? Please check: <input type="checkbox"/> Jar Bar <input type="checkbox"/> Standard Dispensing Device		<input type="checkbox"/> No <input type="checkbox"/> Yes		\$	
<input type="checkbox"/> Electronic Dispensing Device Number of Electronic Devices _____				\$ <u>150</u>	
Total Monthly Rent				\$ <u>300</u>	

5. If the only gaming activity to be conducted at this site is a raffle drawing, please check here.

TERMS OF RENTAL AGREEMENT:
 This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.
 The LESSOR agrees that no game will be directly operated as part of the lessor's business.
 The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and, except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a winning pull tab, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device and sell raffle tickets or sports pool chances on a board on behalf of an organization.
 The LESSOR agrees that the lessor's on call or temporary or permanent employee will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.
 If the LESSEE provides the Lessor with a temporary loan of funds for redeeming pull tabs or prize boards, or both, involving a dispensing device, the Lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.
 The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.
 The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.
 The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.
 At the LESSOR'S option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor 	Title <i>GM</i>	Date <i>5-3-20</i>
Signature of Lessee 	Title <i>Board member</i>	Date <i>4/20/20</i>

(over)



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

JUN - 3 2020

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

Full, Legal Name of Gaming Organization West Fargo Hockey Association
--

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

Name of Location M&J Saloon			
Street 817 Main Ave W	City West Fargo	ZIP Code 58078	County Cass
Beginning Date(s) Authorized 7/1/20	Ending Date(s) Authorized 6/30/21	Number of twenty-one tables if zero, enter "0": 1	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) North West corner of the bar, entire bar excluding restrooms			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)	
Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)

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

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

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

*ck # 15692
 pd 6-3-20
 \$100.*



RENTAL AGREEMENT
 OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9413 (Rev. 08-2019)

License Number (Office Use Only)

Site Owner (Lessor) <u>Brian Dirks</u>		Site Name <u>M&J</u>		Site Phone Number	
Site Address <u>817 Main Ave W</u>		City <u>West Fargo</u>	State <u>ND</u>	Zip Code <u>58078</u>	County <u>Cass</u>
Organization (Lessee) <u>West Fargo Hockey Association</u>			Rental Period _____ to _____		Monthly Rent Amount
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.			<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ <u>2135</u>
			<input type="checkbox"/> No <input type="checkbox"/> Yes		
2. Is Twenty-One conducted at this site?		X Rent per Table \$ _____		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
Number of Tables with wagers up to \$5 _____				\$ _____	
Number of Tables with wagers over \$5 <u>2</u>		X Rent per Table \$ _____		\$ _____	
3. Is Paddlewheels conducted at this site?		X Rent per Table \$ _____		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
Number of Tables <u>1</u>				\$ _____	
4. Is Pull Tabs involving either a jar bar, standard, or electronic dispensing device conducted at this site?			<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ _____
Please check: <input checked="" type="checkbox"/> Jar Bar <input type="checkbox"/> Standard Dispensing Device					
<input checked="" type="checkbox"/> Electronic Dispensing Device Number of Electronic Devices <u>10</u>					\$ _____
Total Monthly Rent					\$ <u>2135</u>
5. If the only gaming activity to be conducted at this site is a raffle drawing, please check here.			<input type="checkbox"/>		

TERMS OF RENTAL AGREEMENT:

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

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

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

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

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

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

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

The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.

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

Signature of Lessor <u>Brian Dirks</u>	Title <u>Owner</u>	Date <u>3-11-20</u>
Signature of Lessee <u>[Signature]</u>	Title <u>Board Member</u>	Date <u>4/00/20</u>



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

JUN - 3 2020

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

Full, Legal Name of Gaming Organization West Fargo Hockey Association
--

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

Name of Location Hooligans			
Street 509 32nd Ave W	City West Fargo	ZIP Code 58078	County Cass
Beginning Date(s) Authorized 7/1/20	Ending Date(s) Authorized 6/30/21	Number of twenty-one tables if zero, enter "0": 1	
Specific location where games of chance will be conducted and played at the site (required) Middle of bar area near south side wall, entire bar excluding restrooms			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)	
Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)

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

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

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

*CK# 15692
 6-3-20
 \$100. -*



RENTAL AGREEMENT
 OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9413 (Rev. 08-2019)

License Number (Office Use Only)

Site Owner (Lessor) <u>Paula Reyes</u>		Site Name <u>Hodigans</u>		Site Phone Number	
Site Address <u>509 32nd Ave W</u>		City <u>west Fargo</u>	State <u>ND</u>	Zip Code <u>58078</u>	County <u>Cass</u>
Organization (Lessee) <u>West Fargo Hockey Association</u>			Rental Period <u>to 6-30-22</u>		Monthly Rent Amount
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.			<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ <input checked="" type="checkbox"/> Rent per Table \$ _____			<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$
Number of Tables with wagers over \$5 <u>1</u> <input checked="" type="checkbox"/> Rent per Table \$ <u>300</u>					\$ <u>300</u>
3. Is Paddlewheels conducted at this site? Number of Tables _____ <input checked="" type="checkbox"/> Rent per Table \$ _____			<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
4. Is Pull Tabs involving either a jar bar, standard, or electronic dispensing device conducted at this site? Please check: <input checked="" type="checkbox"/> Jar Bar <input type="checkbox"/> Standard Dispensing Device			<input type="checkbox"/> No <input type="checkbox"/> Yes		\$ <u>175</u>
<input checked="" type="checkbox"/> Electronic Dispensing Device Number of Electronic Devices <u>6</u>					\$ <u>500</u>
Total Monthly Rent					\$ <u>975</u>
5. If the only gaming activity to be conducted at this site is a raffle drawing, please check here.			<input type="checkbox"/>		

TERMS OF RENTAL AGREEMENT:

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

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

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

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

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

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

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

The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.

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

Signature of Lessor <u>Paula Reyes</u>	Title <u>General Manager</u>	Date <u>2/24/2020</u>
Signature of Lessee <u>[Signature]</u>	Title <u>Board Member</u>	Date <u>2/24/2020</u>



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

JUN - 3 2020

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

Full, Legal Name of Gaming Organization **West Fargo Hockey Association**

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

Name of Location Rookies Sports Bar			
Street 715 13th Ave E	City West Fargo	ZIP Code 58078	County Cass
Beginning Date(s) Authorized 7/1/20	Ending Date(s) Authorized 6/30/21	Number of twenty-one tables if zero, enter "0": 2	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) area directly on the south side of entryway, entire bar excluding restrooms			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

*CK # 15692
 pd 6-3-20
 \$100.*



RENTAL AGREEMENT
 OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9413 (Rev. 08-2019)

License Number (Office Use Only)

Site Owner (Lessor) <i>RAWC Inc dba Rookies Sports Bar</i>		Site Name <i>Rookies</i>		Site Phone Number <i>701-492-3456</i>	
Site Address <i>715 13th Ave E</i>		City <i>West Fargo</i>	State <i>ND</i>	Zip Code <i>58078</i>	County <i>Cass</i>
Organization (Lessee) <i>West Fargo Hockey Association</i>			Rental Period <i>7-1-20 to 6-30-22</i>		Monthly Rent Amount
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.				<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____ Number of Tables with wagers over \$5 <u>2</u> X Rent per Table \$ <u>150</u>				<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	\$ <u>300</u>
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____				<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$
4. Is Pull Tabs involving either a jar bar, standard, or electronic dispensing device conducted at this site? Please check: <input checked="" type="checkbox"/> Jar Bar <input type="checkbox"/> Standard Dispensing Device				<input type="checkbox"/> No <input type="checkbox"/> Yes	\$ <u>175</u>
<input checked="" type="checkbox"/> Electronic Dispensing Device Number of Electronic Devices <u>8</u>					\$ <u>650</u>
Total Monthly Rent					\$ <u>1125</u>

5. If the only gaming activity to be conducted at this site is a raffle drawing, please check here.

TERMS OF RENTAL AGREEMENT:
 This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.
 The LESSOR agrees that no game will be directly operated as part of the lessor's business.
 The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and, except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a winning pull tab, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device and sell raffle tickets or sports pool chances on a board on behalf of an organization.
 The LESSOR agrees that the lessor's on call or temporary or permanent employee will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.
 If the LESSEE provides the Lessor with a temporary loan of funds for redeeming pull tabs or prize boards, or both, involving a dispensing device, the Lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.
 The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.
 The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.
 The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.
 At the LESSOR'S option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor <i>[Signature]</i>	Title <i>Treasurer</i>	Date <i>2-27-20</i>
Signature of Lessee <i>[Signature]</i>	Title <i>Board member</i>	Date <i>2-27-2020</i>



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

JUN - 3 2020

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

Full, Legal Name of Gaming Organization **West Fargo Hockey Association**

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

Name of Location PubWest			
Street 3140 Bluestem Dr	City West Fargo	ZIP Code 58078	County Cass
Beginning Date(s) Authorized 7/1/20	Ending Date(s) Authorized 6/30/21	Number of twenty-one tables if zero, enter "0": 2	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) Middle of bar on the east wall, entire bar excluding restrooms			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

APPROVALS

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

*CK# 15692
 \$ 100 -
 Pd 6-3-20*



RENTAL AGREEMENT
 OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9413 (Rev. 08-2019)

License Number (Office Use Only)

Site Owner (Lessor) Pubwest Llc		Site Name Pubwest		Site Phone Number	
Site Address 3140 Bluestem Dr		City West Fargo	State ND	Zip Code 58078	County Cass
Organization (Lessee) West Fargo Hockey Association		Rental Period 7/1/2020 to 6/30/2021		Monthly Rent Amount	
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$	
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____ Number of Tables with wagers over \$5 <u>2</u> X Rent per Table \$ <u>300.00</u>		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$	
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$	
4. Is Pull Tabs involving either a jar bar, standard, or electronic dispensing device conducted at this site? Please check: <input checked="" type="checkbox"/> Jar Bar <input type="checkbox"/> Standard Dispensing Device		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ 175.00	
<input checked="" type="checkbox"/> Electronic Dispensing Device Number of Electronic Devices <u>3</u>				\$ 300.00	
Total Monthly Rent				\$ 1,075.00	

5. If the only gaming activity to be conducted at this site is a raffle drawing, please check here.

TERMS OF RENTAL AGREEMENT:

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

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

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

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

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

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

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

The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.

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

Signature of Lessor 	Title GM	Date 4-21-2020
Signature of Lessee 	Title Board Member	Date 4-21-2020

Consent Agenda i.



GAMING SITE AUTHORIZATION JUN 11 2020
 OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)

G-1040(---)
 Site License Number
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization
West Fargo Rural Fire Department

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

Name of Location <u>Speedway Event Center</u>			
Street <u>680 Main Ave W</u>	City <u>West Fargo</u>	ZIP Code <u>58078</u>	County <u>Cass</u>
Beginning Date(s) Authorized <u>7/1/2020</u>	Ending Date(s) Authorized <u>6/30/2021</u>	Number of twenty-one tables if zero, enter "0": <u>0</u>	
Specific location where games of chance will be conducted and played at the site (required) <u>Southwest corner</u>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

APPROVALS

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

CK # 1047
 Pd # 100
 6-11-20



Pledging of Securities Collateral
April 30, 2020

Bank Accounts	Account #	Bank Balance	FDIC Covered	Amount to be Covered		Bank Actual Pledged	Pledged %	Source
				by Pledging				
1st International Bank								
Money Market Checking				\$0.00	\$0.00	\$0.00	0%	FDIC
Escrow Account	3232	22,423.80	22,423.80	0.00	0.00	0.00	0%	FDIC
ICS Savings	057	69,548,753.61	69,548,753.61	0.00	0.00	0.00	0%	FDIC
ICS Savings	323	1,027,671.68	1,027,671.68	0.00	0.00	0.00	100%	FDIC
Water and Sewer Bonds	3323	0.00		0.00	0.00		200%	FDIC
Alerus Financial								
Money Market Checking		249,039.90	250,000.00	0.00	0.00	0.00	0%	BND Pledge Pool LOC 7123 & 7124
ICS Checking			0.00	0.00	0.00	0.00	0%	FDIC
ICS MMT	005	11,292,210.86	11,292,210.86	0.00	0.00	0.00	0%	FDIC
Bell State Bank	0239	5,420,280.06	250,000.00	5,170,280.06	0.00	6,000,000.00	116%	BND Irrevocable LOC's 7118 & 7021
Choice Financial	4131	10,402,713.78	250,000.00	10,152,713.78	0.00	11,167,985.16	110%	BND Pledge Pool LOC 7112
Totals		\$97,963,093.69	\$82,641,059.95	\$15,322,993.84		\$117,167,985.16		

Prepared by: Tracy Johnson, Accountant



IRREVOCABLE STANDBY LETTER OF CREDIT
 BANK OF NORTH DAKOTA
 INVESTMENTS
 SFN 60360 (10-2013)

Irrevocable Standby Letter of Credit Number 7021	Issue Date 12/13/2019	Expiration Date 6/12/2020
Name and Address of Entity and Contact City of West Fargo Attn: Tina Gufstafson 800 4th Ave East West Fargo, ND 58078		

Bank of North Dakota Customer Bell Bank
--

We hereby establish our irrevocable standby credit in your favor on the behalf of our Customer ("Customer") , for the account indicated above, for a sum or sums not exceeding in all \$ 3,000,000.00 DOLLARS UNITED STATES CURRENCY (the "Stated Amount") and authorize you to draw on the Bank of North Dakota (the "Bank"), for account of "Customer", available by your presentation made at our office located at 1200 Memorial Highway, Bismarck, North Dakota 58504-5509 of:

- (1) A written certificate, appropriately completed, signed by you in the form of Exhibit "A" attached hereto; and
- (2) All certificates of deposit, savings account passbooks or other documents evidencing deposits of public funds by you with our Customer, including the amounts and account numbers.

We hereby agree that all drawings under and in compliance with the terms of this Letter of Credit will be duly honored by us upon compliance with the terms as specified above, if presented at our office on or before the expiration date hereof. A drawing under this Letter of Credit may also be made in the form of a writing, in the form provided for above and transmitted by any telecommunication facility sent by you and received by us at our office indicated above, provided that you undertake in such writing to send us the appropriate certificate and information referred to above within three business days of sending such writing. If requested by you, payment under this Letter of Credit may be made by deposit of immediately available funds into a designated account that you maintain with us. If a drawing made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we will give you prompt notice stating the reasons therefore and that we are holding any documents presented to us at your disposal or are returning the same to you, at our discretion. Upon being notified that the drawing was not in accordance with the Letter of Credit, you may attempt to correct any such drawing if, and to the extent that, you are entitled (without regard to the provision of this sentence) and able to do so. As used herein "business day" shall mean any day other than a Saturday, Sunday or a day on which financial institutions in the State of North Dakota are authorized or required by law to close.

Drawings in respect to payments hereunder honored by us shall not, in the aggregate, exceed the stated amount. It is a condition that the amount of the credit available with respect to this Letter of Credit relating to any deposit of public funds with the Customer will be automatically reduced by the amount of any withdrawals made by you from the deposit.

Only you may make a drawing under this Letter of Credit. Upon the payment to you, to your designee or to your account of the amount specified in a certificate drawn hereunder, we shall be fully discharged on our obligation under this Letter of Credit with respect to such certificates and we shall not thereafter be obligated to make any further payments under this Letter of Credit in respect of such certificates to you or any other person.

This Letter of Credit shall automatically terminate and be delivered to the Bank for cancellation upon the earlier of (i) the making by you of a drawing which reduces the available balance of the public funds deposited with the Customer to \$0, or (ii) the expiration date of this Letter of Credit.



IRREVOCABLE STANDBY LETTER OF CREDIT

BANK OF NORTH DAKOTA
INVESTMENTS
SFN 60360 (10-2013)

Irrevocable Standby Letter of Credit Number 7118	Issue Date 4/23/2020	Expiration Date 10/23/2020
Name and Address of Entity and Contact City of West Fargo Attn: Tina Gufstafson 800 4th Ave East West Fargo, ND 58078		

Bank of North Dakota Customer Bell Bank
--

We hereby establish our irrevocable standby credit in your favor on the behalf of our Customer ("Customer") , for the account indicated above, for a sum or sums not exceeding in all \$ 3,000,000.00 DOLLARS UNITED STATES CURRENCY (the "Stated Amount") and authorize you to draw on the Bank of North Dakota (the "Bank"), for account of "Customer"), available by your presentation made at our office located at 1200 Memorial Highway, Bismarck, North Dakota 58504-5509 of:

- (1) A written certificate, appropriately completed, signed by you in the form of Exhibit "A" attached hereto; and
- (2) All certificates of deposit, savings account passbooks or other documents evidencing deposits of public funds by you with our Customer, including the amounts and account numbers.

We hereby agree that all drawings under and in compliance with the terms of this Letter of Credit will be duly honored by us upon compliance with the terms as specified above, if presented at our office on or before the expiration date hereof. A drawing under this Letter of Credit may also be made in the form of a writing, in the form provided for above and transmitted by any telecommunication facility sent by you and received by us at our office indicated above, provided that you undertake in such writing to send us the appropriate certificate and information referred to above within three business days of sending such writing. If requested by you, payment under this Letter of Credit may be made by deposit of immediately available funds into a designated account that you maintain with us. If a drawing made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we will give you prompt notice stating the reasons therefore and that we are holding any documents presented to us at your disposal or are returning the same to you, at our discretion. Upon being notified that the drawing was not in accordance with the Letter of Credit, you may attempt to correct any such drawing if, and to the extent that, you are entitled (without regard to the provision of this sentence) and able to do so. As used herein "business day" shall mean any day other than a Saturday, Sunday or a day on which financial institutions in the State of North Dakota are authorized or required by law to close.

Drawings in respect to payments hereunder honored by us shall not, in the aggregate, exceed the stated amount. It is a condition that the amount of the credit available with respect to this Letter of Credit relating to any deposit of public funds with the Customer will be automatically reduced by the amount of any withdrawals made by you from the deposit.

Only you may make a drawing under this Letter of Credit. Upon the payment to you, to your designee or to your account of the amount specified in a certificate drawn hereunder, we shall be fully discharged on our obligation under this Letter of Credit with respect to such certificates and we shall not thereafter be obligated to make any further payments under this Letter of Credit in respect of such certificates to you or any other person.

This Letter of Credit shall automatically terminate and be delivered to the Bank for cancellation upon the earlier of (i) the making by you of a drawing which reduces the available balance of the public funds deposited with the Customer to \$0, or (ii) the expiration date of this Letter of Credit.

GRAND FORKS-ALERUS KATIE DARLING 2300 S COLUMBIA RD GRAND FORKS, ND, 58206-6001	Client Code: pgrf Client Name: PLEDGE POOL-ALERUS FIN G FORKS As of: 04/30/2020
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Pledged Custody Holdings for Currency USD

Security	Receipt	Trade Date	Pledge Date	New Pledge	Current Face Pledged	Original Face Pledged	Description	Rate	Maturity
041042C91	174021560	6/8/2007	04/18/18		2,060,000.00	2,060,000.00	ARKANSAS ST GO	2.8	7/1/2027
126673TD4	166002288	6/5/2007	05/22/19		50,349.78	1,630,000.00	CWL 2004-51 A3	5.115	2/25/2035
137781AP5	174017621	3/8/2016	03/24/16		395,000.00	395,000.00	CANNON TWP MI GO	3	11/1/2030
137781AQ3	174017622	3/8/2016	03/24/16		445,000.00	445,000.00	CANNON TWP MI GO	3	11/1/2031
137781AS9	174017625	3/8/2016	03/24/16		1,625,000.00	1,625,000.00	CANNON TWP MI GO	3	11/1/2035
254278JL9	174029123	12/30/2019	03/17/20		270,000.00	270,000.00	DILWORTH-GLYNDON-FELTON MN GO	2	2/1/2031
3128M1P29	161001044	2/18/2009	11/15/10		4,412.20	1,400,000.00	FHLMC POOL G12341	5	9/1/2021
3128M6JL3	174018637	6/23/2016	01/07/19		143,910.32	2,950,000.00	FHLMC POOL G04467	6	9/1/2035
3128MBTL1	166002808	3/18/2008	12/22/15		278.81	1,500,000.00	FHLMC POOL G13055	5	5/1/2021
3128MBWC7	161002091	8/4/2009	12/22/15		94,428.40	5,819,954.00	FHLMC POOL G13143	5	4/1/2023
3128MBYF8	169000954	9/17/2010	12/22/15		21,018.81	1,000,000.00	FG G13232	5	6/1/2023
3128MCCQ5	174017854	3/24/2016	03/24/16		209,244.70	3,100,000.00	FHLMC POOL G13866	4.5	8/1/2025
3128MDLY7	174018695	6/29/2016	01/28/19		760,581.44	4,000,000.00	FHLMC POOL G14643	4	8/1/2026
3128MDVV2	174018861	7/18/2016	01/07/19		583,508.22	3,000,000.00	FHLMC POOL G14928	4	11/1/2028
3128MDWW9	174011053	4/30/2014	09/24/14		1,739,006.78	5,500,000.00	FHLMC POOL G14961	3.5	1/1/2029
3128MMVGS	175007057	12/19/2016	01/07/19		2,972,812.80	5,000,000.00	FHLMC POOL G18614	2.5	10/1/2031
3128P75K5	174017855	3/24/2016	03/24/16		668,801.15	1,956,000.00	FHLMC POOL C91750	4.5	1/1/2034
3128P7QT3	174018862	7/18/2016	04/08/19		508,804.72	3,700,000.00	FHLMC C91366	4.5	4/1/2031
3128P7QU0	174017856	3/24/2016	03/24/16		688,927.06	5,525,000.00	FHLMC POOL C91367	5	4/1/2031
3128P7RX3	174017857	3/24/2016	03/24/16		727,117.61	4,304,944.00	FHLMC GOLD C91402	4	10/1/2031
3128P7TZ6	174017858	3/24/2016	03/24/16		1,166,085.51	4,100,000.00	FHLMC POOL C91468	4	7/1/2032
3128PKPDO	174022189	9/1/2017	05/17/19		25,428.56	3,486,320.00	FHLMC POOL J07620	4.5	4/1/2023
3128PSQ75	174018868	7/18/2016	07/26/19		248,253.85	3,630,000.00	FHLMC POOL J13178	3.5	10/1/2025
31294MM81	174017859	3/24/2016	03/24/16		272,619.23	2,050,000.00	FHLMC POOL E03083	3.5	3/1/2027
313381P82	174006801	12/28/2012	02/23/16		10,000,000.00	10,000,000.00	FHLB	1.52	12/29/2020
31376KSL1	166003790	2/19/2008	12/22/15		2,191.85	1,400,000.00	FNMA POOL 357923	5	8/1/2020
3137ABMQ1	174018869	7/18/2016	04/29/19		377,229.50	3,300,000.00	FHLMC REMIC SERIES 3880 GA	4	12/15/2040
3137ACP37	185000898	10/9/2018	04/29/19		671,462.20	21,500,000.00	FHLMC REMIC 3879 NW	4	9/15/2040
3137B2ZH6	185002007	12/26/2018	05/17/19		1,587,301.21	11,230,000.00	FHLMC REMIC SERIES 4221 HJ	1.5	7/15/2023
3137B4JP2	185000830	9/28/2018	05/22/19		1,356,541.45	6,900,000.00	FHLMC REMIC SERIES 4251	3	2/15/2027
3137B7H77	185002015	12/26/2018	08/14/19		738,304.32	11,102,000.00	FHLMC REMIC SERIES 4293 LA	3	10/15/2040
3138AFDZ0	174017860	3/24/2016	03/24/16		595,214.17	4,827,976.00	FNMA POOL AI1919	4	4/1/2026
3138E24F9	174017861	3/24/2016	03/24/16		274,044.30	2,000,000.00	FNMA POOL AJ9821	3.5	12/1/2026
3138EH7M8	174017862	3/24/2016	03/24/16		1,098,676.51	5,650,000.00	FNMA POOL AL1799	3.5	4/1/2027
3138EBK53	174017863	3/24/2016	03/24/16		972,846.88	4,000,000.00	FNMA POOL AL2759	4	9/1/2032
3138EKEY7	174018976	6/22/2016	06/26/18		562,932.72	3,500,000.00	FNMA POOL AL2850	4	9/1/2026
3138ELK85	174018640	6/23/2016	07/26/19		312,534.74	2,000,000.00	FNMA POOL AL3918	4.5	1/1/2027
3138ELKY8	174018696	6/29/2016	05/17/19		652,133.96	2,000,000.00	FNMA POOL AL3910	4	8/1/2033
3138ELQA4	174018697	6/29/2016	07/26/19		274,303.93	1,175,000.00	FNMA POOL AL4048	3	3/1/2028
3138EMACS	174018642	6/23/2016	12/21/18		872,963.70	3,000,000.00	FNMA POOL AL4502	4	11/1/2028
3138XT3H6	174017424	2/23/2016	07/26/19		329,466.10	1,001,374.00	FNMA POOL AW4399	3	5/1/2029
3138YGL83	174017049	1/19/2016	04/08/19		1,214,196.37	8,282,678.00	FNMA POOL AY3050	2.5	10/1/2022
3139216U7	174016835	12/22/2015	12/22/15		80,629.17	2,500,000.00	FNMA REMIC 2001-W4 AF6 ABS	5.61	1/25/2032
31397RC46	174016826	12/22/2015	12/22/15		13,741.66	2,000,000.00	FHLMC REMIC SERIES 3416 BJ	4	2/15/2023
31398RF42	169001155	12/30/2010	12/30/10		207,610.08	12,200,000.00	FNMA	3	6/25/2025
31402C4H2	166003947	4/21/2008	08/29/11		39,798.61	2,100,000.00	FNMA POOL 725424	5.5	4/1/2034
31402CVV1	174017426	2/23/2016	07/26/19		409,593.53	24,400,000.00	FNMA POOL 725228	6	3/1/2034
31404UDQ0	161003087	1/11/2010	12/29/10		676,916.50	25,000,000.00	FNMA POOL 778711	3.682	5/1/2034
3140H4BN3	174024221	5/14/2018	12/21/18		1,076,590.54	1,884,576.00	FNMA POOL BJ2744	4	5/1/2048
3140H6MN6	174023454	2/13/2018	01/28/19		1,008,266.81	1,551,266.00	FNMA POOL BJ4864	3.5	2/1/2048
3140HTZ57	174027347	7/30/2019	08/19/19		3,545,000.00	3,545,000.00	FN BL2584 MULTIFAMILY	3.49	5/1/2031
31410GFD0	161003834	4/22/2010	05/04/18		54,502.18	19,380,000.00	FNMA POOL 888564	5	10/1/2021
31414SAC7	161002090	8/4/2009	11/30/10		51,235.32	3,163,725.00	FNMA POOL 974403	4.5	4/1/2023
31417Y3A3	174018698	6/29/2016	12/23/19		244,176.74	1,620,000.00	FNMA POOL MA0792	4.5	7/1/2031
31417Y3A3	174017429	2/23/2016	07/26/19		388,120.43	2,575,000.00	FNMA POOL MA0792	4.5	7/1/2031
31417Y6X0	175002850	4/30/2014	03/19/15		1,276,925.86	9,600,000.00	FNMA MA0885	3.5	10/1/2031
31417YT98	174018643	6/23/2016	09/23/19		280,715.56	2,250,000.00	FNMA POOL MA0575	4.5	11/1/2030
31417YY50	174017430	2/23/2016	03/02/16		904,387.71	5,197,500.00	FNMA MA0720	5	4/1/2031
31418AVX3	174017050	1/19/2016	03/02/16		763,097.77	5,289,983.00	FNMA POOL MA1529	2.5	8/1/2023
36176XN70	174011712	7/9/2014	03/02/16		942,086.54	3,346,270.00	GNMA POOL 779214	3.5	5/15/2042
36179MU32	174017431	2/23/2016	03/02/16		503,719.05	2,150,000.00	GNMA POOL MA0602	3	12/20/2027
36179RC7	174017432	2/23/2016	03/02/16		583,270.06	2,363,584.00	GNMA POOL MA2895	5	6/20/2045
36180NC29	174011709	7/9/2014	03/19/15		2,116,147.34	4,767,408.00	GNMA POOL AD9089	3	5/20/2043
36202EC31	174016827	12/22/2015	12/22/15		57,500.87	1,195,000.00	GNMA POOL 003690	5	3/20/2035
36202EC49	174018977	6/22/2016	07/26/19		208,371.50	4,400,000.00	GNMA POOL 3691	5.5	3/20/2035

GRAFTON-CHOICE FINANCIAL GROUP
RAELA KALLIS
PO BOX 468
WALLHALLA, ND 58282-0468

Pledged Custody Holdings for Currency USD

Internal USE ONLY
Client Code: PGRA
Client Name: PLEDGE POOL - CHOICE FN GRAFTON
Retention Date: 06/15/2020
As of 04/15/2020
Page 1

Security Receipt	Trade Date	Cost Basis	Current Face Pldg Original Face Pldg	Description Rate, Maturity
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Additional Collateral
LOC #7112 \$119,000,000 exp 06/15/20

No pledged holdings in custody as of statement date

You are a valued customer of Bank of North Dakota.
We sincerely appreciate your business!



*** Consent Agenda ***

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

Agenda # k.

***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: June 11, 2020
3. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
Center at 7th Third Addition, a replat.
4. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
Lots 2 & 3, Block 1, Center at 7th Second Addition, City of West Fargo, North Dakota.
5. ACTION BEING REQUESTED FROM CITY COMMISSION:
Final Plat Approval with conditions listed in staff report

CITY OF WEST FARGO PLANNING & COMMUNITY DEVELOPMENT

STAFF REPORT

A20-12		REPLAT	
Center at 7 th Third Addition			
Lots 2 & 3, Block 1, Center at 7th Second Addition, City of West Fargo, North Dakota			
Owner: MSN Investments		Staff Contact: Lisa Sankey	
Applicant: Mark Rue			
Planning & Zoning Commission Introduction:		05-12-2020	
Public Hearing:		05-12-2020 - Approval	
City Commission:			

PURPOSE:

Replat to allow lot line adjustments to provide changes to ingress, egress, utility and drainage easements.

STATEMENTS OF FACT:

Land Use Classification:	G-3: Employment Growth Sector
Existing Land Use:	Construction/Manufacturing
Current Zoning District(s):	M: Heavy Industrial
Zoning Overlay District(s):	None
Proposed Zoning District(s):	Unchanged
Proposed Lot size(s) or range:	80,043 – 93,571 ft ²
Total area size:	3.98 Acres
Adjacent Zoning Districts:	M: Heavy Industrial
Adjacent street(s):	7 th Avenue NE (Arterial); Center Street (Arterial)
Adjacent Bike/Pedestrian Facilities:	None
Available Parks/Trail Facilities:	None
Land Dedication Requirements:	The property has been previously platted and is developed

DISCUSSION AND OBSERVATIONS:

- The applicant has submitted an application and proposed plat.
- The replat is necessary for minor lot line adjustments to provide for continued development.
- The property is currently vacant.
- The proposed lot sizes will adequately meet yard requirements for development in the M: Heavy Industrial zoning district.

NOTICES:

Sent to:	Applicable agencies and departments
Comments Received:	<ul style="list-style-type: none"> • None

STAFF REPORT

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

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

RECOMMENDATIONS:

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

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

PLANNING AND ZONING RECOMMENDATION:

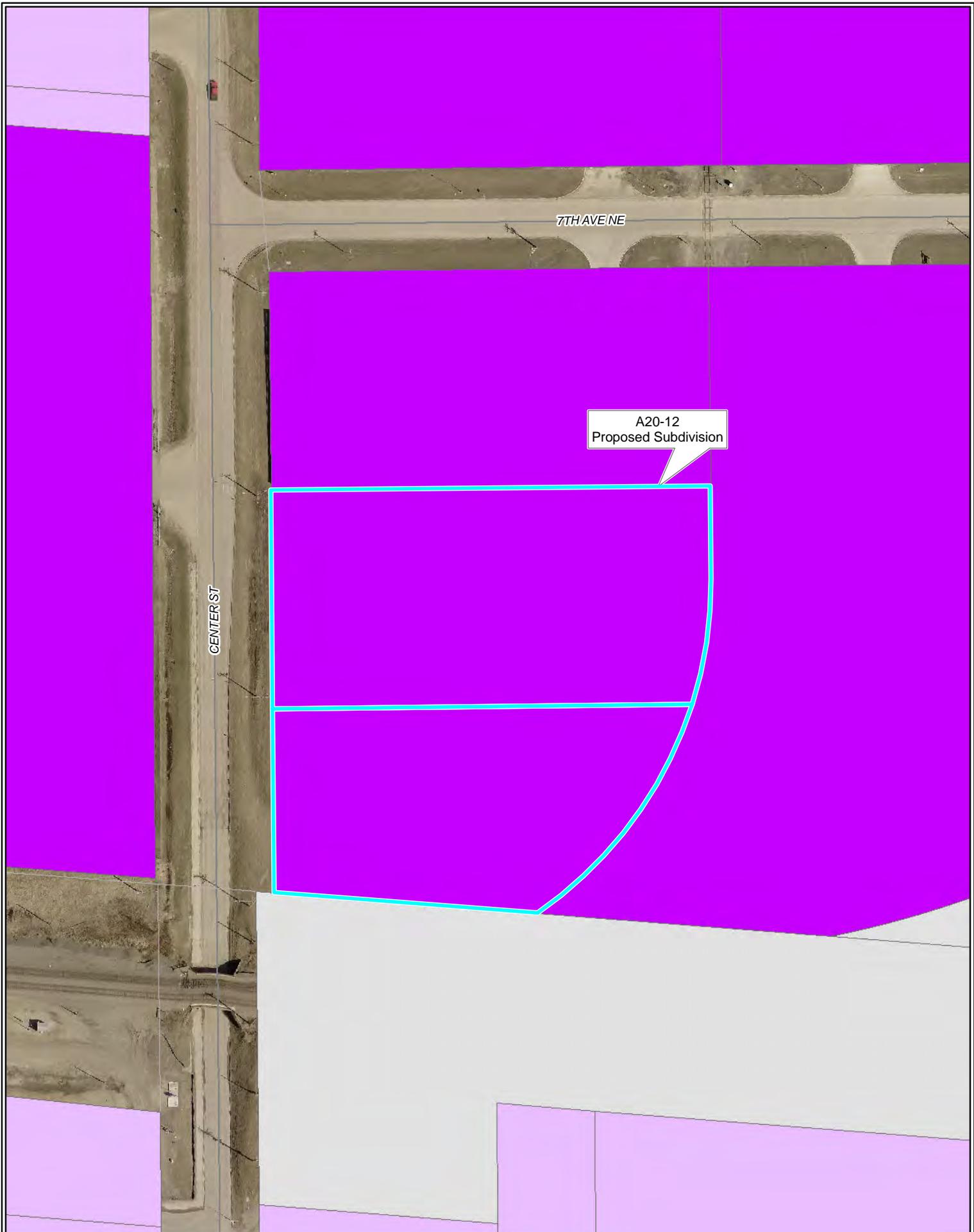
At their May 12, 2020 meeting, the Planning and Zoning Commission recommended approval of the replat, subject to the four conditions listed above.



7TH AVE NE

CENTER ST

A20-12
Proposed Subdivision



A20-12
Proposed Subdivision

CENTER ST

7TH AVE NE



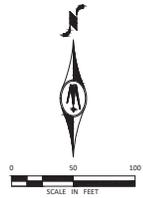
- | | | | | |
|---|--|---|---|---|
| <ul style="list-style-type: none"> ■ A: Agricultural ■ C: Light Commercial ■ C-OP: Commercial Office Park ■ HC: Heavy Commercial | <ul style="list-style-type: none"> ■ LI: Light Industrial ■ M: Heavy Industrial ■ P: Public ■ R-1: One and Two Family | <ul style="list-style-type: none"> ■ R-1A: Single Family ■ R-1E: Rural Estate ■ R-1S: Special One and Two Family ■ R-1SM: Mixed One and Two Family | <ul style="list-style-type: none"> ■ R-2: Limited Multiple Dwelling ■ R-3: Multiple Dwelling ■ R-4: Mobile Home ■ R-5: Manufactured Home | <ul style="list-style-type: none"> ■ R-L1A: Large Lot Single Family ■ R-R: Rural Residential ■ PUD: Planned Unit Development ■ DMU: Downtown Mixed Use |
|---|--|---|---|---|



CENTER AT 7TH THIRD ADDITION

A REPLAT OF LOTS 2 & 3, BLOCK 1, CENTER AT 7TH SECOND ADDITION
TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA

LEGEND	
	5/8" x 18" BEAR MONUMENT SET CAP LICENSE NO. LS-6703
	MONUMENT FOUND
	SUBJECT PROPERTY LINE
	EXISTING PROPERTY LINE
	EXISTING EASEMENT LINE
	NEW EASEMENT LINE
	EXISTING ACCESS CONTROL LINE



ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE PLAT OF CENTER AT 7TH SECOND ADDITION

UNPLATTED

OWNERS DESCRIPTION AND DEDICATION

KNOWN ALL MEN BY THESE PRESENTS, That MSN Investments, LLC, a North Dakota Limited Liability Company as owner of a parcel of land located in the Southwest Quarter of Section 5, Township 139 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota and more particularly described as follows:

Lot 2 and Lot 3, Block 1, CENTER AT 7TH SECOND ADDITION to the City of West Fargo, according to the plat thereof, on file and of record in the Office of the County Recorder, Cass County, North Dakota.

Said parcel contains 173,614 square feet of land, more or less and is subject to all easements, restrictions, reservations and rights of way of record, if any.

Said owner has caused the above described parcel of land to be surveyed and platted as "CENTER AT 7TH THIRD ADDITION" to the City of West Fargo, Cass County, North Dakota and do hereby vacate the ingress, egress, drainage & utility easement as shown on this plat and do hereby dedicate the ingress, egress, drainage and utility easement as shown on this plat for the purposes so stated.

OWNER:
MSN Investments, LLC

By: Marc Rue, President

State of North Dakota
County of Cass

On this ___ day of _____, in the year 2020 before me, a notary public within and for said County and State, personally appeared Marc Rue, President, MSN Investments, LLC, 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 MSN Investments, LLC.

Notary Public

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT

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

Gregg Stroeing, Professional Land Surveyor
North Dakota License Number LS-6703

State of North Dakota
County of Cass

On this ___ day of _____, in the year 2020 before me, a notary public within and for said County and State, personally appeared Gregg Stroeing, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same.

Notary Public

WEST FARGO CITY ATTORNEY APPROVAL

I do hereby certify that proper evidence of title has been examined by me and I approve the plat as to form and execution this ___ day of _____, 2020.

John T. Shockley, City Attorney

State of North Dakota
County of Cass

On this ___ day of _____, in the year 2020 before me, a notary public within and for said County and State, personally appeared John T. Shockley, City Attorney, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of the City of West Fargo.

Notary Public

CITY ENGINEER'S APPROVAL

This plat in the City of West Fargo is hereby approved this ___ day of _____, 2020.

Dustin Scott, City Engineer
State of North Dakota
County of Cass

On this ___ day of _____, in the year 2020 before me, a notary public within and for said County and State, personally appeared Dustin Scott, City Engineer, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of the City of West Fargo.

Notary Public

WEST FARGO PLANNING COMMISSION APPROVAL

This plat in the City of West Fargo is hereby approved this ___ day of _____, 2020.

Tom McDougall, Chairman, West Fargo Planning Commission
State of North Dakota
County of Cass

On this ___ day of _____, in the year 2020 before me, a notary public within and for said County and State, 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

WEST FARGO CITY COMMISSION APPROVAL

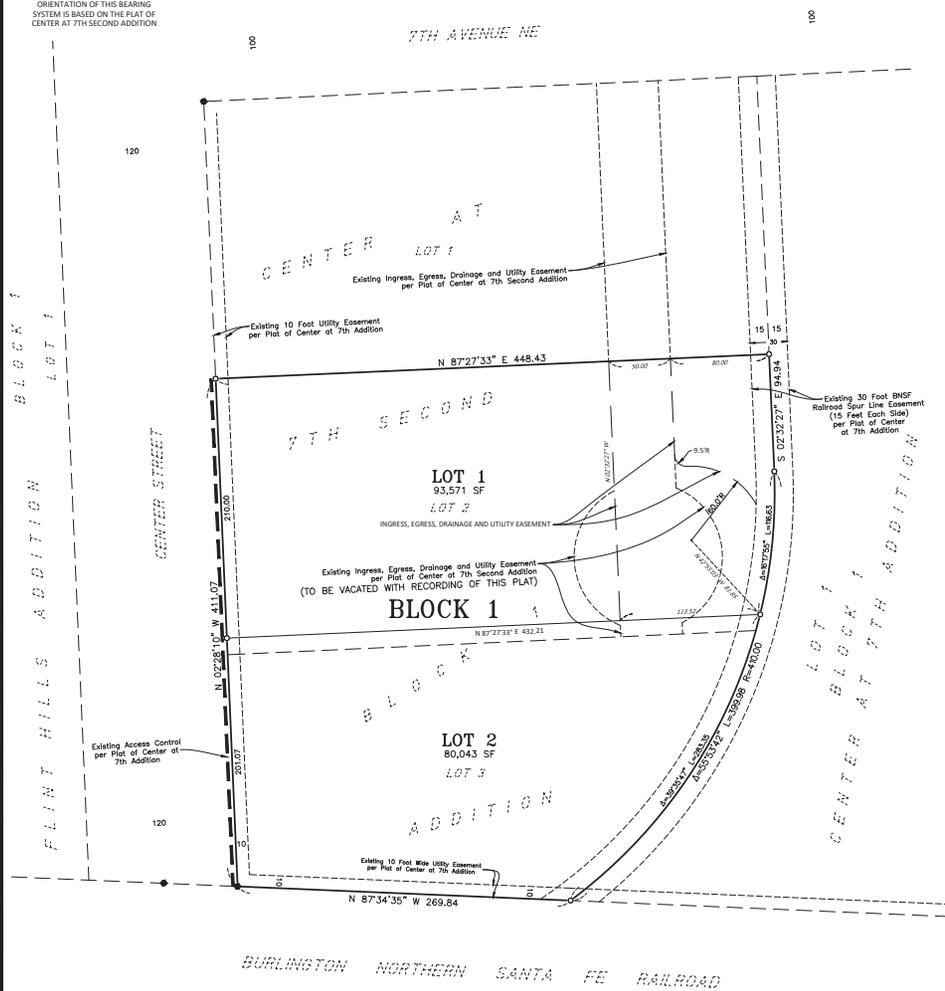
This plat in the City of West Fargo is hereby approved this ___ day of _____, 2020.

Bernie L. Dardis, President of the West Fargo City Commission

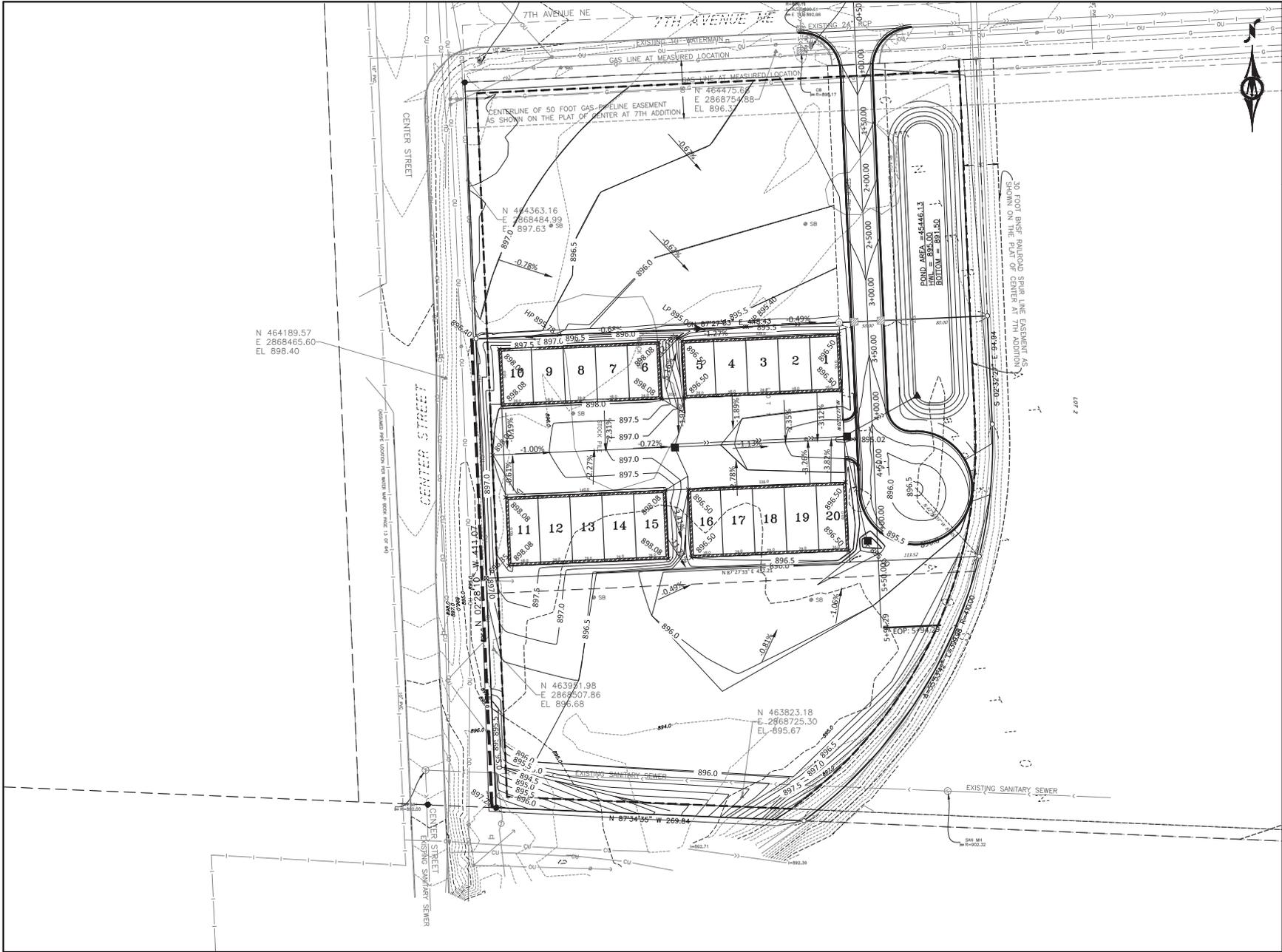
Attest:
Tina Fisk, City Auditor
State of North Dakota
County of Cass

On this ___ day of _____, in the year 2020 before me, a notary public within and for said County and State, personally appeared Bernie L. Dardis, President of the West Fargo City Commission, and Tina Fisk, City Auditor known to me to be the persons who are described in and who executed the within instrument, and acknowledged to me that they executed the same on behalf of the City of West Fargo.

Notary Public



preliminary



318841ST STREET SOUTH, SUITE 2
 FARGO, ND 58104
 Phone: (701) 566-5339
 Email: fargo@boltonmenk.com
 www.boltonmenk.com



FARGO, NORTH DAKOTA
 NORTHSTAR - 2020
 DRAINAGE PLAN

REV	ISSUED FOR	DATE

DESIGNED	SHEET
EMY	
CARRA	
EMY	
CARRA	
BLG	

CX.XX

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 1111 UNIVERSITY BLVD, FARGO, ND 58103-1000
 1111 UNIVERSITY BLVD, FARGO, ND 58103-1000

*** Consent Agenda ***

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

Agenda # 1.

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

1. CONTACT PERSON: Tim Solberg
2. PHONE NUMBER: 433-5321 DATE: June 10, 2020
3. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
City Vision Addition, a Replat and Rezoning from A: Agricultural to LI: Light Industrial.
4. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
Replat of Lot 2, Block 1 of Sandhills 3rd Addition and Replat and Rezone from Agricultural to LI: Light Industrial of Lot 21, Block 6 of Meadow Brook Park Subdivision, City of West Fargo, North Dakota.
5. ACTION BEING REQUESTED FROM CITY COMMISSION:
Schedule a Public Hearing on the Rezoning at 5:30 pm on July 6, 2020.



www.westfargond.gov

Tim Solberg, Director of Planning and Zoning, AICP
Malachi Petersen, Planner
Lisa Sankey, Planner
Chanda Erickson, Office Manager

NOTICE OF PUBLIC HEARING

A public hearing will be held on the 6th Day of July 2020, at 5:30 P.M. at the City Hall of West Fargo, North Dakota, concerning the enactment of a proposed zoning ordinance. The proposed ordinance involves the following:

Lot 21, Block 6 of Meadow Brook Park Subdivision, City of West Fargo, North Dakota (Proposed City Vision Addition)

The ordinance is for the purpose of rezoning from an A: Agricultural District to an LI: Light Industrial District.

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

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

Bernie L. Dardis
President of the Board of City
Commissioners of the City of
West Fargo, North Dakota

(Please Publish June 24 & July 1st, 2020)

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

Agenda # 1

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

1. CONTACT PERSON: Tim Solberg, AICP

2. PHONE NUMBER: 433-5320 DATE: June 11, 2020

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

Conditional Use Permit for an accessory building in an agriculturally zoned district.

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

Located at 3605 2nd Street East (unplatted parcel located in the SW¼ of Section 29, T139N, R49W), City of West Fargo, North Dakota

5. ACTION BEING REQUESTED FROM CITY COMMISSION:

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

STAFF REPORT

A20-18		CONDITIONAL USE PERMIT	
3605 2 nd Street East , West Fargo, North Dakota			
Unplatted parcel in the SW¼ of Section 29, T139N, R49W), City of West Fargo, North Dakota			
Owner/Applicant: Jeff Eberhardt		Staff Contact: Tim Solberg, AICP	
Planning & Zoning Commission Introduction:		06-09-2020	
Public Hearing:		06-09-2020 – Approval	
City Commission:		06-15-2020	

PURPOSE:

Construction of accessory building for a non-farm residential use in an Agricultural district

STATEMENTS OF FACT:

Land Use Classification:	G-2: Sub-Urban - Growth Sector
Existing Land Use:	Residential
Current Zoning District(s):	A: Agricultural
Zoning Overlay District(s):	NA
Total area size:	1.65 Acres
Adjacent Zoning Districts:	West, North & South - A: Agricultural); East - R-1A: Single Family Dwellings
Adjacent street(s):	2 nd Street East (Local)
Adjacent Bike/Pedestrian Facilities:	None
Available Parks/Trail Facilities:	None

DISCUSSION AND OBSERVATIONS:

- The property is located within the City Limits between 32nd and 40th Avenues East in an area bordered by parcels to the north and south, which have yet to be annexed into the City.
- The current use of a non-farm single-family dwelling is considered a conditional use within the Agricultural District and was in place at the time of adoption into the City Limits' Boundary. Any addition to an existing conditional use requires an amended conditional use permit. Although the property has been annexed, it has never been platted. It has been anticipated that when development of the surrounding properties that have yet to be annexed occurs that it would then be likely that this property would be platted and properly zoned to a residential zoning district.
- The applicant submitted site and elevation plans showing a new 30' x 28' (840 ft²) footprint, two-story structure with a gross floor area of 1,572 ft². There would be no size restrictions within the A: Agricultural district, it is at the discretion of the conditional use permit process.
- The proposed structure is proposed to meet the required setback distances of a standard City of West Fargo local road with moderately increased right of way width of 70'. The site plan provided however incorrectly indicates that right of way is provided – the lot has not yet been platted. This section of 2nd St E however has been determined that it will remain a local road and we anticipate no more than 70' of right of way will be required at time of platting.
- The proposed elevations indicate the building would be built of residential materials. The building height is proposed to be around 20.5' at midpoint. This is not an issue for the Agricultural district,

STAFF REPORT

however if the property were to be rezoned to a residential district this would exceed the allowable height of a detached accessory structure which is 15' at midpoint.

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

CRITERIA FOR GRANTING CONDITIONAL USE PERMIT:

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

1. Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.
 - The property has adequate access and the improvements will not affect this access.
2. Off-street parking and loading areas where required, with particular attention to the items in (1) above and the economic, noise, glare or odor effects of the special exception on adjoining properties and properties generally in the district.
 - No concerns noted
3. Refuse and service areas, with particular reference to the items in (1) and (2) above.
 - No concerns noted
4. Utilities, with reference of locations, availability, and compatibility.
 - No concerns noted
5. Screening and buffering with reference to type, dimensions, and character.
 - No concerns noted
6. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district.
 - No concerns noted
7. Required yards and other open space.
 - No concerns noted.
8. Soil conditions, as they relate to on-site sewage disposal, water supply, basement excavating, road construction and related land use.
 - No concerns noted.
9. General compatibility with adjacent properties and other property in the district.
 - The land adjacent to this area is tilled farmland with single family residential to the east. Incompatible development patterns are not anticipated.

NOTICES:

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

Comments Received:

- None

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

- There are no plans for incompatible development patterns in the vicinity.
- Regarding structure height, it is not consistent with current residential district standards. Staff would note however that West Fargo 2.0 as well as a current trend in providing for increase

STAFF REPORT

affordable housing options and housing choice would push to not limit the potential for accessory dwelling units which would likely result in the City increasing the height limitations for detached accessory structures depending upon their side and rear setback distances. The proposed structure has an approximate 50' side yard setback so there may be little to be concerned with height – the biggest concern would be if the property were rezoned without changes to current ordinances which would result in a legal non-conforming structure.

RECOMMENDATIONS:

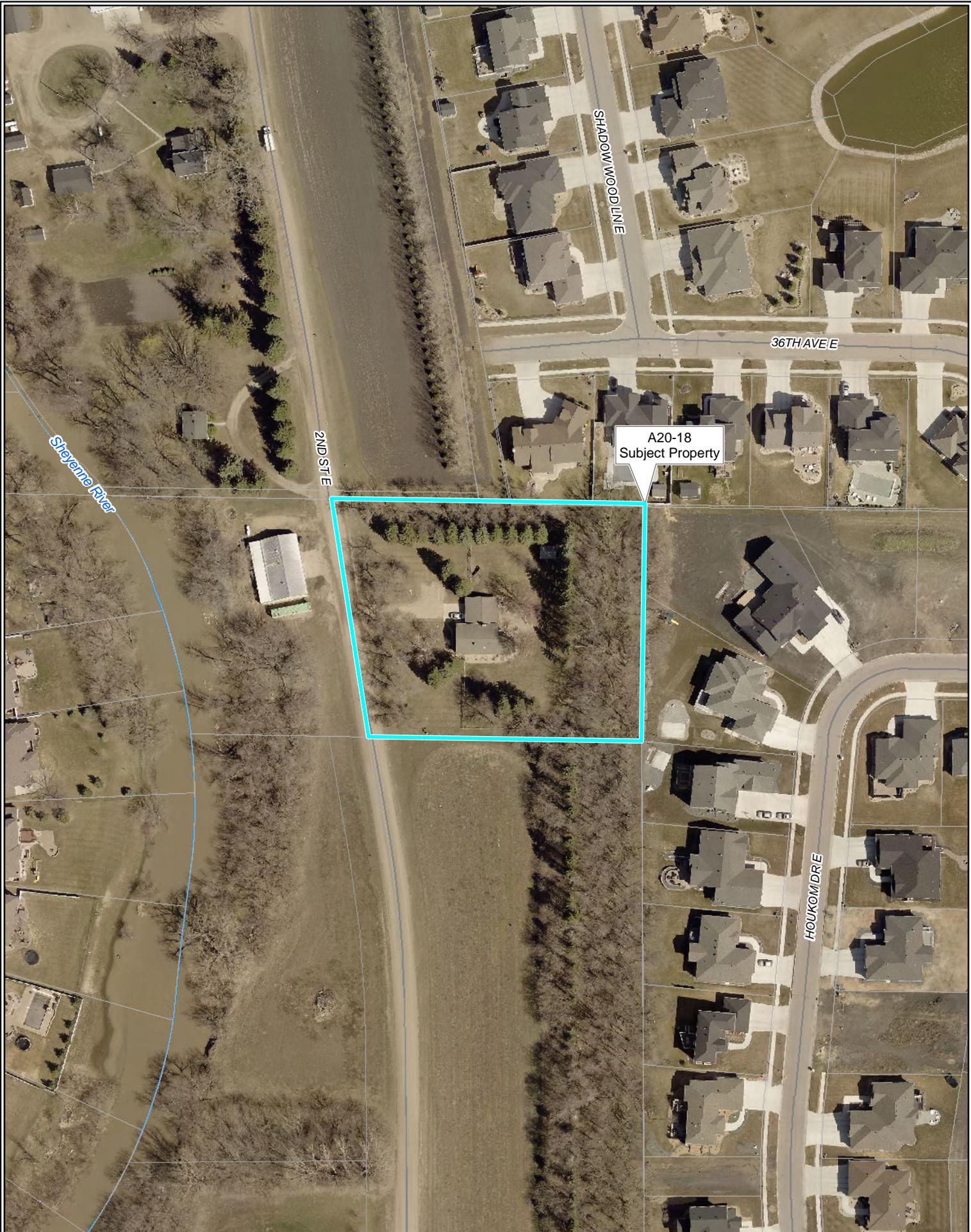
It is recommended that the City either approve the proposed application on the basis that it is consistent with City plans and ordinances with recommended conditions of approval as follows:

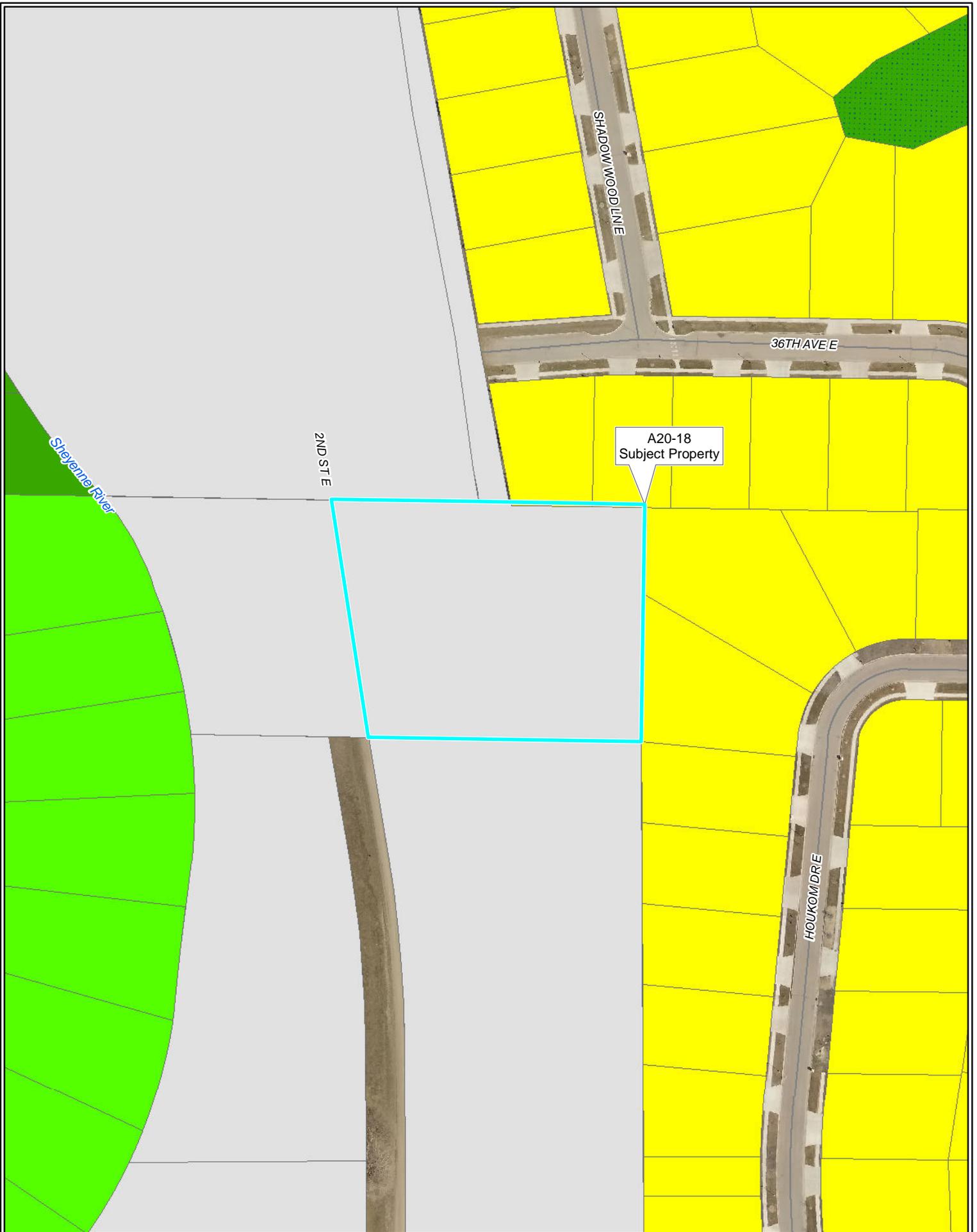
1. Consideration be given to how the home and accessory building may transition if it were to be rezoned to a residential district.
2. A Signed Conditional Use Permit Agreement is received.

PLANNING AND ZONING RECOMMENDATION:

At their June 9, 2020 meeting, the Planning and Zoning Commission recommended approval of the conditional use permit, subject to the two conditions listed above. As well as an additional condition to clarify condition #1 noted above:

3. The owner sign an acknowledgement prepared by the City Attorney recognizing should property be rezoned to residential, that the height of the structure would be a legal nonconforming structure.



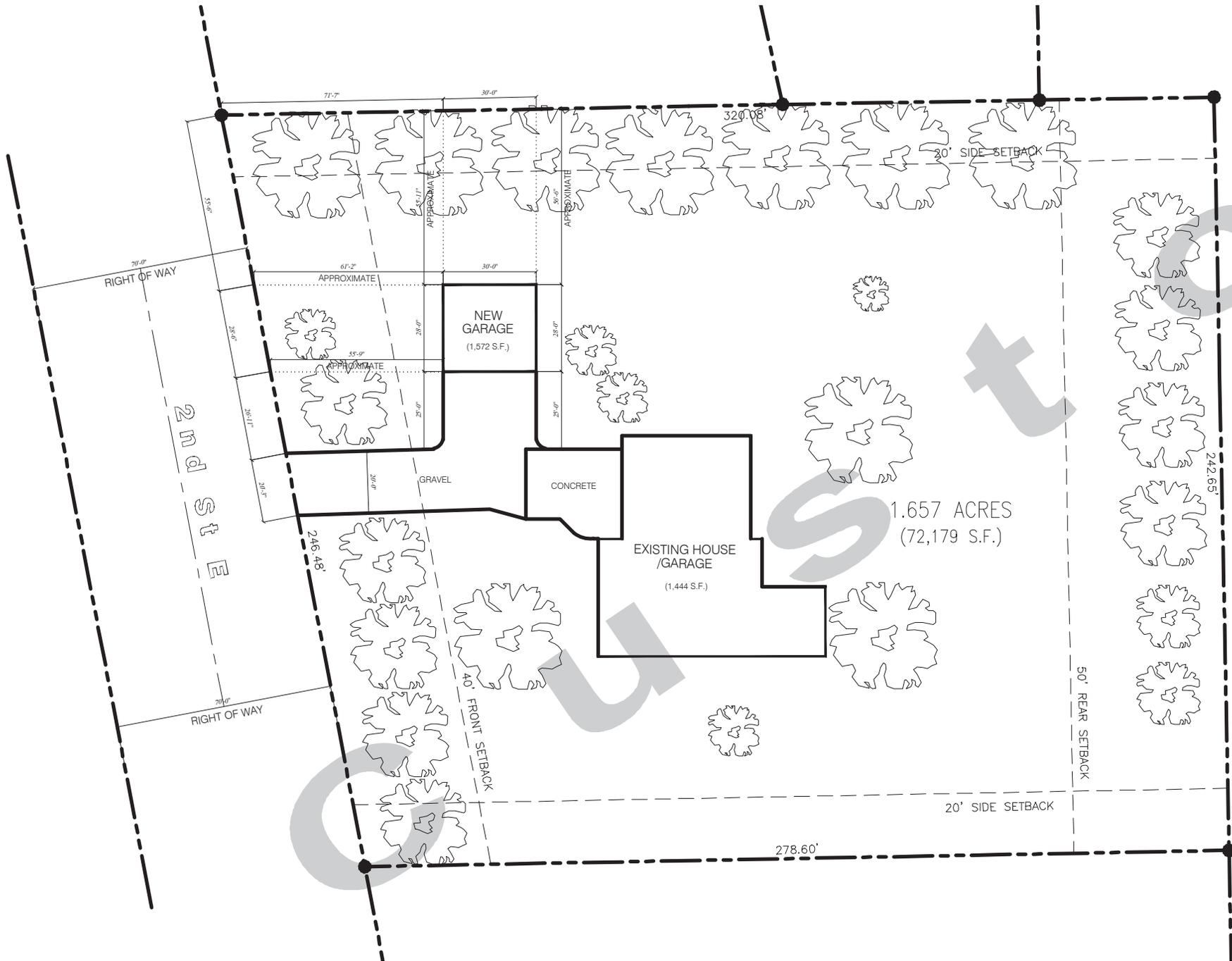


A20-18
Subject Property



- | | | | | |
|--|---|--|--|--|
| <ul style="list-style-type: none"> — A: Agricultural — C: Light Commercial — C-OP: Commercial Office Park — HC: Heavy Commercial | <ul style="list-style-type: none"> — LI: Light Industrial — M: Heavy Industrial — P: Public — R-1: One and Two Family | <ul style="list-style-type: none"> — R-1A: Single Family — R-1E: Rural Estate — R-1S: Special One and Two Family — R-1SM: Mixed One and Two Family | <ul style="list-style-type: none"> — R-2: Limited Multiple Dwelling — R-3: Multiple Dwelling — R-4: Mobile Home — R-5: Manufactured Home | <ul style="list-style-type: none"> — R-L1A: Large Lot Single Family — R-R: Rural Residential — PUD: Planned Unit Development — DMU: Downtown Mixed Use |
|--|---|--|--|--|





RIGHT OF WAY

2nd St E

RIGHT OF WAY

NEW GARAGE
(1,572 S.F.)

EXISTING HOUSE
/ GARAGE
(1,444 S.F.)

CONCRETE

GRAVEL

1.657 ACRES
(72,179 S.F.)

20' SIDE SETBACK

50' REAR SETBACK

30' SIDE SETBACK

40' FRONT SETBACK

246.48'

242.65'

278.60'

320.08'

APPROXIMATE

APPROXIMATE

APPROXIMATE

APPROXIMATE

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Landscape Elevation
SCALE 1/8" = 1'

©

D a b b e r t C u s t o m H o m e s

NOT FOR CONSTRUCTION



5522 - 36th Street Southwest
Fargo, North Dakota 58104-678
ph: 701.280.1805 fax: 701.280.0117

Eberhardt Garage
3605 2nd St E
West Fargo, ND

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ISSUED: 04.02.20

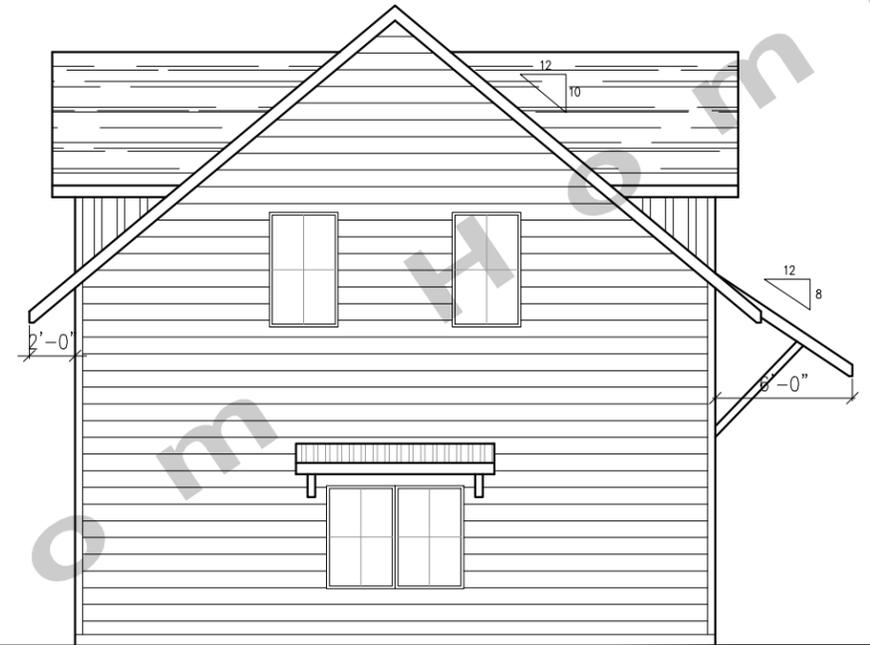
REVISIONS:

04.07.20	
04.08.20	
04.09.20	
04.10.20	

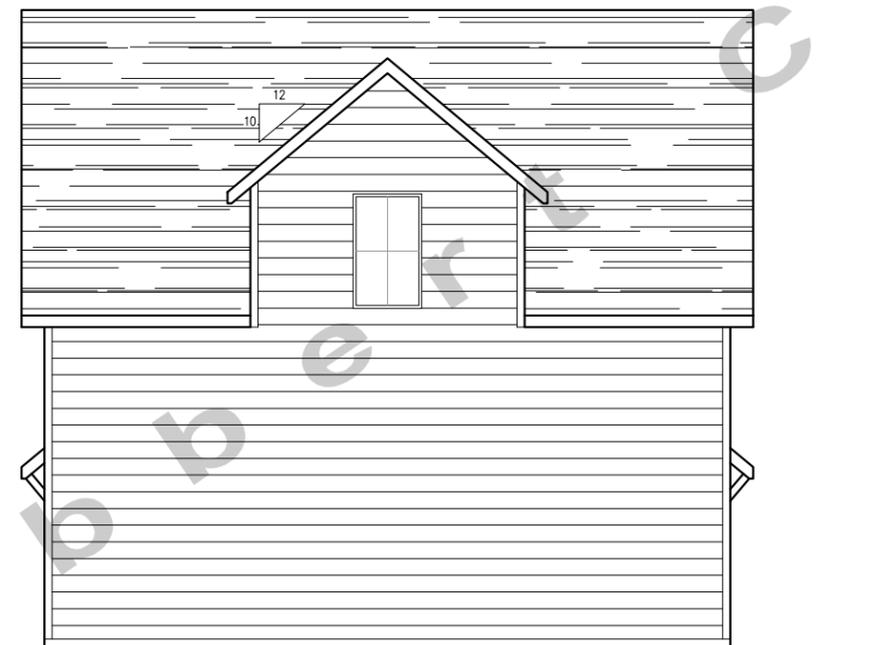
drawn by: SS



Front Elevation
SCALE 1/8" = 1'



Left Elevation
SCALE 1/8" = 1'



Rear Elevation
SCALE 1/8" = 1'



Right Elevation
SCALE 1/8" = 1'



5522 - 36th Street Southwest
Fargo, North Dakota 58104-678
ph: 701-780.1805 fax: 701-780.0117

Eberhardt Garage
3605 2nd St E
West Fargo, ND

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ISSUED: 04.02.2

REVISIONS:

04.07.20	
04.08.20	
04.09.20	
04.10.20	

drawn by: SS

Conditional Use Permit

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

Permit No. A20-18

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

WHEREAS, the **Applicant** is the legal owner of property located at 3602 2nd St E, West Fargo, ND 58078 legally described as (hereinafter referred to as the “**Property**”):

A tract of land in the Southwest Quarter of Section Twenty-nine, in Township One Hundred Thirty-nine North of Range Forty-nine West of the Fifth Principal Meridian, Cass County, North Dakota, described as follow: Commencing at the Northeast corner of said Southwest Quarter; thence North 90°00’ West along the North line of said Southwest Quarter for a distance of 789.00 feet to the point of beginning; thence South 0°00’ East for a distance of 240.00 feet; thence South 90°00’ West for a distance of 276.71 feet; thence North 10°14’04” West for a distance of 243.83 feet, more or less, to the North line of said Southwest Quarter; thence North 90°00’ East along said North line of said Southwest Quarter for a distance of 320.0 feet to the point of beginning.

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

Construct an accessory building for personal storage in an agriculturally zoned district.

on the above-described Property with the following conditions:

1. The applicant is to meet all Federal, State and local requirements for improvements to the site and structures.
2. Applicant acknowledge that if the property is to be rezoned to a residential district in the future that the proposed accessory building may not meet height or size requirements found within the standard residential zoning districts of City of West Fargo Ordinances.
3. The City of West Fargo reserves the right to inspect the property for compliance with these conditions.
4. Any and all claims that arise or may arise against Applicant, its agents, servants, or employees while engaged in the use of the Property, shall in no way be the obligation of the City of West Fargo. Furthermore, Applicant, its agents servants, employees, or

described in and who executed the above and foregoing document and acknowledged to me that he executed the same.

[SEAL]

Notary Public

Dated this ____ day of _____, 20__.

**WEST FARGO BOARD OF CITY
COMMISSIONERS:**

Bernie L. Dardis, President of the Board

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

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

[SEAL]

Notary Public

Dated this ____ day of _____, 20__.

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

Tim Solberg, AICP, Director of Planning & Zoning

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

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

[SEAL]

Notary Public



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

Engineering Department
800 4th Ave E
West Fargo, ND 58078
701-433-5430
www.westfargond.gov

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

OFFICE USE:
AGENDA ITEM # 2

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

1. CONTACT PERSON(s):
 - Dustin T. Scott, City Engineer (433-5425)
 - Jim Larson, Finance Director (433-5302)

2. DATE OF MEETING:
 - June 15th 2020

3. DESCRIPTION OF REQUEST:
 - Final review of the Capital Improvement Plan (CIP).

4. LOCATION (address; legal; etc.):
 - N/A

5. ACTION(s) REQUESTED:
 - City Commission to adopt Capital Improvement Plan (CIP)

ADDITIONAL INFORMATION:



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

Engineering Department
800 4th Ave E
West Fargo, ND 58078
701-433-5430
www.westfargond.gov

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

OFFICE USE: AGENDA ITEM # <u> 3 </u>

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

CONTACT PERSON(s):

- Dustin T. Scott, City Engineer (433-5425)

DATE OF MEETING:

- **June 15th 2020**

DESCRIPTION OF REQUEST:

- Review Task Order No. 31-1 for professional services relating to Sewer, Water, Storm, and Street Improvement District No. 1331 – Wilds 20th Addition.

LOCATION (address; legal; etc.):

- Wilds 20th Addition

ACTION(s) REQUESTED:

1. Approve Task Order No. 31-1 with the estimated fee of **\$ 454,500.00**

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 1st, 2018.

EXHIBIT A to MSA
Task Order for Design & Construction Services

This is Task Order No. 31-1
consisting of 21 pages.

Task Order 31-1

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: June 2, 2020
- b. Owner: City of West Fargo
- c. Engineer: Moore Engineering, Inc.
- d. Specific Project Title: Sewer, Water, Storm and Street Improvement Dist. No. 1331
- e. Specific Project Description: The Wilds 20th Addition Improvements
- f. Project Background: The City Commission previously approved the Engineer's Report and authorized the progression of the design and associated tasks of this project.

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, 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.
- j. 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.
- k. 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.
- l. 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. Bid tabulations will be provided in pdf and spreadsheet format.
 - 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*:
 - 1) 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.

- 2) 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.
 - 2) Provide justification on pay items that end up over/under the contract quantity.
 - 3) Provide final payment spreadsheet as requested by Owner.
- 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.
 - e. Prepare and furnish to Owner Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor. Record Drawings shall include:
 - 1) 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.
 - 2) 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 Funding Services

1. Special Assessment Administration
 - a. Coordinate with City Engineer to establish benefitting area(s).

- b. Provide legal description and illustrative map for the Owner to use in creating the Special Assessment District per ND Century Code requirements.
 - c. Based on proposed infrastructure at specified project stages, prepare (or update) benefitting area maps, assessment philosophy narrative and preliminary special assessment allocations based on City Policy at the following project stages:
 - 1) Engineer's Report
 - a) Preliminary Engineer's Report results (if applicable)
 - b) Final Engineer's Report results
 - 2) After bid results
 - 3) Intermediately during construction (as directed by Owner)
 - 4) Projected Final or Final Costs
 - d. Document project for public presentation purposes to demonstrate scope, scale, potential improvements, etc. (i.e. photos, drone footage, etc.).
 - e. As directed by the Owner, prepare presentation documents and attend meetings with the Special Assessment Commission and/or Board of City Commissioners.
 - 1) Task order includes two Special Assessment Commission meetings and one meeting with the City Commission.
 - f. Provide public communications as directed regarding special assessments for the improvement(s) related to this Task Order.
 - g. Prepare for and attend one special assessment hearing with the Special Assessment Commission and provide support for the Owner staff and Special Assessment Commission for the hearing.
2. Provide funding administrative support services and coordination related to Cass Rural Water District funding of the water main.
- B. Additional Commissioning Phase Services
- 1. Record Drawing Administration
 - a. Prepare and furnish to Owner GIS shapefiles 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. The infrastructure will be moved to these locations in GIS. 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:
 - a. 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.

TASK CATEGORY & TASK	TASK ORDER NO.	PREVIOUS FEE (\$)	INCREASED FEE (\$)	AMENDED MAXIMUM FEE (\$)
Study & Report Services				
Engineer’s Report	31	\$10,000	\$0	\$10,000
Plat Review & Coordination	31	\$2,000	\$0	\$2,000
Additional Funding Services				
Special Assessment Administration	31	\$3,500	\$9,500	\$13,000
Funding Administration	31	\$1,500	\$2,500	\$4,000
Additional Commissioning Phase Services				
Additional Record Drawings Administration	31-1	\$0	\$2,500	\$2,500
ADDITIONAL SERVICES SUBTOTAL		\$17,000	\$14,500	\$31,500

- b. 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)
Projects designed and constructed in accordance with NDDOT requirements	6%	6%
All other projects	5.5%	5.5%
Estimated Value of Final Construction Contract		\$4,000,000
Estimated Compensation based on 11% of Construction		\$440,000

- c. Compensation for services referenced in 6.A.a (Additional Services) and 6.A.b (Basic Services) are summarized in the following table.

Services to be Provided under this Task Order 31-1	Estimated Compensation
Additional Services Subtotal	\$14,500
Estimated Compensation based on 11% of Construction	\$440,000
TOTAL ESTIMATED COMPENSATION UNDER THIS TASK ORDER	\$454,500

- 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. None

8. Other Modifications to Agreement and Exhibits:

- a. None

9. Attachments:

- a. None

10. Other Documents Incorporated by Reference:

- a. None

11. Terms and Conditions

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

The Effective Date of this Task Order No. 31-1 is June 2, 2020.

OWNER:

ENGINEER:

By: _____

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: Matt Welle, PE

Title: City Administrator

Title: Project Manager

Address: 800 4th Ave E. Suite #1 West Fargo, ND 58078

Address: 925 10th Avenue East, West Fargo, ND

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

E-Mail Address: Matt.Welle@mooreengineeringinc.com

Phone: (701) 433-5301

Phone: (701) 282-4692

Exhibit A.1



NOTICE OF ACCEPTABILITY OF WORK

SPECIFIC PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
OWNER

And To: _____
CONTRACTOR

From: _____
ENGINEER

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 4th Ave E
West Fargo, ND 58078
701-433-5430
www.westfargond.gov

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

OFFICE USE: AGENDA ITEM # <u> 4 </u>

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

CONTACT PERSON(S):

- Dustin T. Scott, City Engineer (433-5425)

DATE OF MEETING:

- June 15th 2020

DESCRIPTION OF REQUEST:

- Review information and documents for the city's Sheyenne Street Downtown Improvement project, designated as "Street Improvement District No. 2252"
 - § Creation and Size of proposed improvement district
 - § Engineer's Report and Resolution of Necessity

LOCATION (address; legal; etc.):

- Sheyenne Street Between Main Ave and 7th Ave W

ACTION(S) REQUESTED:

1. Approve the creation of "Street Improvement District No. 2252" (pursuant to N.D.C.C 40-22-08 & 40-22-09) AND direct the City Engineer to Prepare the Engineer's Report for "Street Improvement District No. 2252" (Pursuant to N.D.C.C 40-22-10)
2. Approve the Engineer's Report AND direct the City Engineer to prepare detailed plans and specifications for the construction of "Street Improvement District No. 2252" (pursuant to N.D.C.C. 40-22-11)
3. Authorize "Resolution of Necessity" (pursuant to N.D.C.C. 40-22-15)

ADDITIONAL INFORMATION:

- A copy of the full "Engineer's Report" and other project related documents are on file at the City Engineer's office and available upon request.
- Project information is available on the City's website:
<https://www.westfargond.gov/932/North-Sheyenne-Street-Corridor>



CAPITAL IMPROVEMENT PLAN PROJECT CUT SHEET

Sheyenne St Downtown Improvements (Main to 7th Ave W)

Street Improvement District No. 2252

2021
Construction Start Year

Project Status
Design
75% Complete

Project Priority Grade
A

Project Category
Regional

Project Orig. Date
Jan 2015

PROJECT SCOPE

The downtown improvements for Sheyenne Street extend from Main Avenue to 7th Avenue West and consist of a full reconstruction of the corridor. This includes narrowing the existing roadway width, increase side path width, traffic calming, reduce access locations, reduce crossing distance at intersections, mitigate safety concerns, improve lighting and provide streetscaping. The project would also replace City utilities and infrastructure identified as a priority for replacement in the Core Area Infrastructure Master Plan study, including watermain, sanitary sewer, and storm sewer.

PURPOSE AND NEED

The City has had plans to grow the downtown area for quite some time. Several studies have been completed that support this plan such as the Downtown Framework Study, Comprehensive Plan, and the Sheyenne Street Corridor Study. Due to this, the City applied for funds available through the North Dakota Department of Transportation (NDDOT) Urban Grant Program as part of the Governor’s Main Street Initiative, which supported their vision. On July 10, 2018, the NDDOT selected the City for a portion of these funds. The proposed improvements aim to encourage development of adjacent properties, provide a safer corridor for pedestrians and vehicles, provide amenity opportunity spaces, display corridor identifiers unique to the downtown area, and support the vibrancy of a downtown. Along with the surface improvement portion of the project, the City has identified aging infrastructure in need of replacement resulting from the Core Area Infrastructure Master Plan Study (CAIMP Study), completed in the Fall of 2019. Utilities throughout the corridor are either approaching the end of its service life or under capacity. The utility replacement work was initially not intended to be a part of this project, thus not included in the original Urban Grant Application, however, after the CAIMP Study results were complete, it became apparent to the City these utility replacements were necessary.

\$6,700,000
Total Project Cost

*Cost includes
0.00% inflation per year

FUNDING INFORMATION [Updated as of 6/9/2020]

Urban Grant Program funds resulting from application submitted in February 2018 for ‘Surface Project’ items. Additional local funds anticipated to be allocated due to scope change consisting of a full reconstruction project. Water Revenue and Sewer Bond amounts are based off of the projects costs pertaining to water main and storm sewer improvements. Sales Tax is intended to cover Street improvements among other project costs.

LOCAL FUNDING SOURCES

Sales Tax - CIP	\$1,441,470	21.5%
Special Assessment	\$1,822,554	27.2%
Water Revenue	\$396,949	5.9%
Sewer Bond	\$661,581	9.9%

OUTSIDE FUNDING SOURCES

DOT - UGP	\$2,377,446	35.5%
Total:	\$2,377,446	

Total: \$4,322,554

Information contained in report is property of and maintained by:

City of West Fargo, ND

Report generated by:

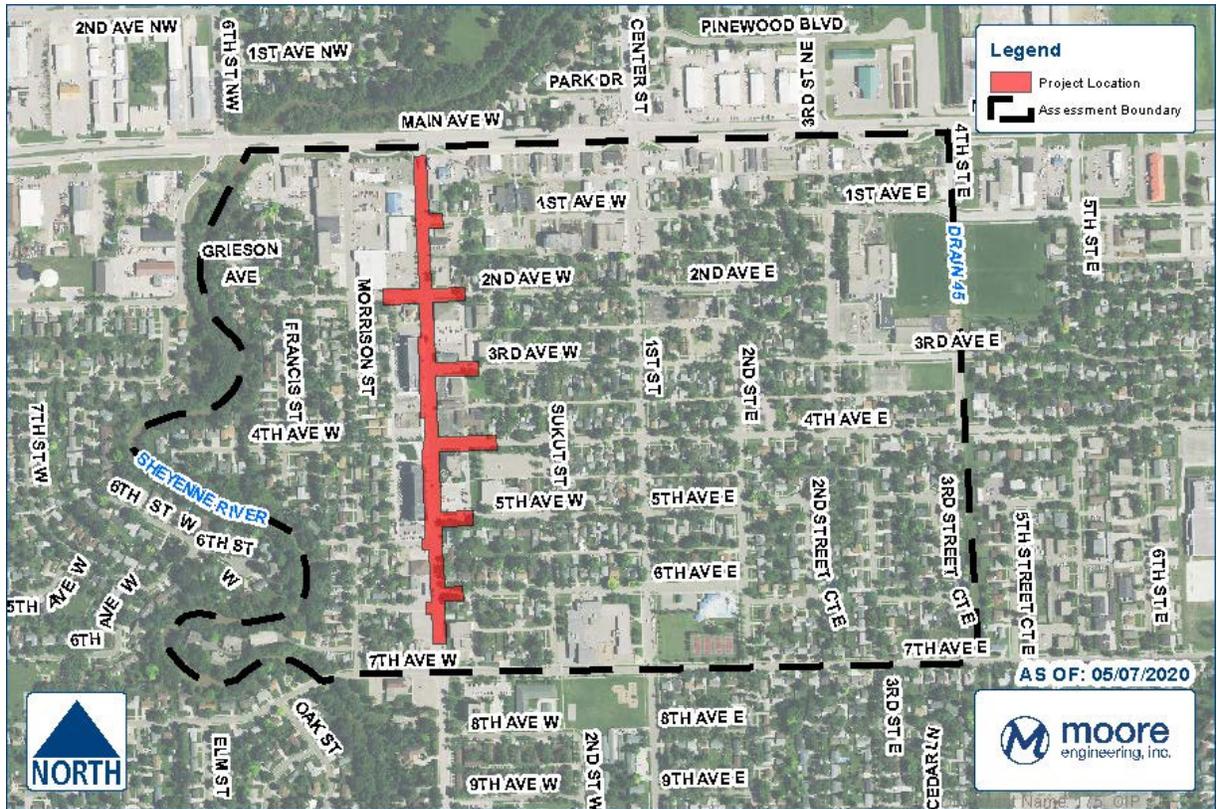


CAPITAL IMPROVEMENT PLAN PROJECT CUT SHEET

Sheyenne St Downtown Improvements (Main to 7th Ave W)

Street Improvement District No. 2252

PROJECT LOCATION



EXISTING CONDITIONS



Photo 1: Sheyenne Street Looking South



Photo 2: Sheyenne Street Looking South

PROJECT SCHEDULE SUMMARY

Sheyenne Street Downtown Improvements – Main Ave to 7th Ave W

CITY: Street Improvement District No. 2252

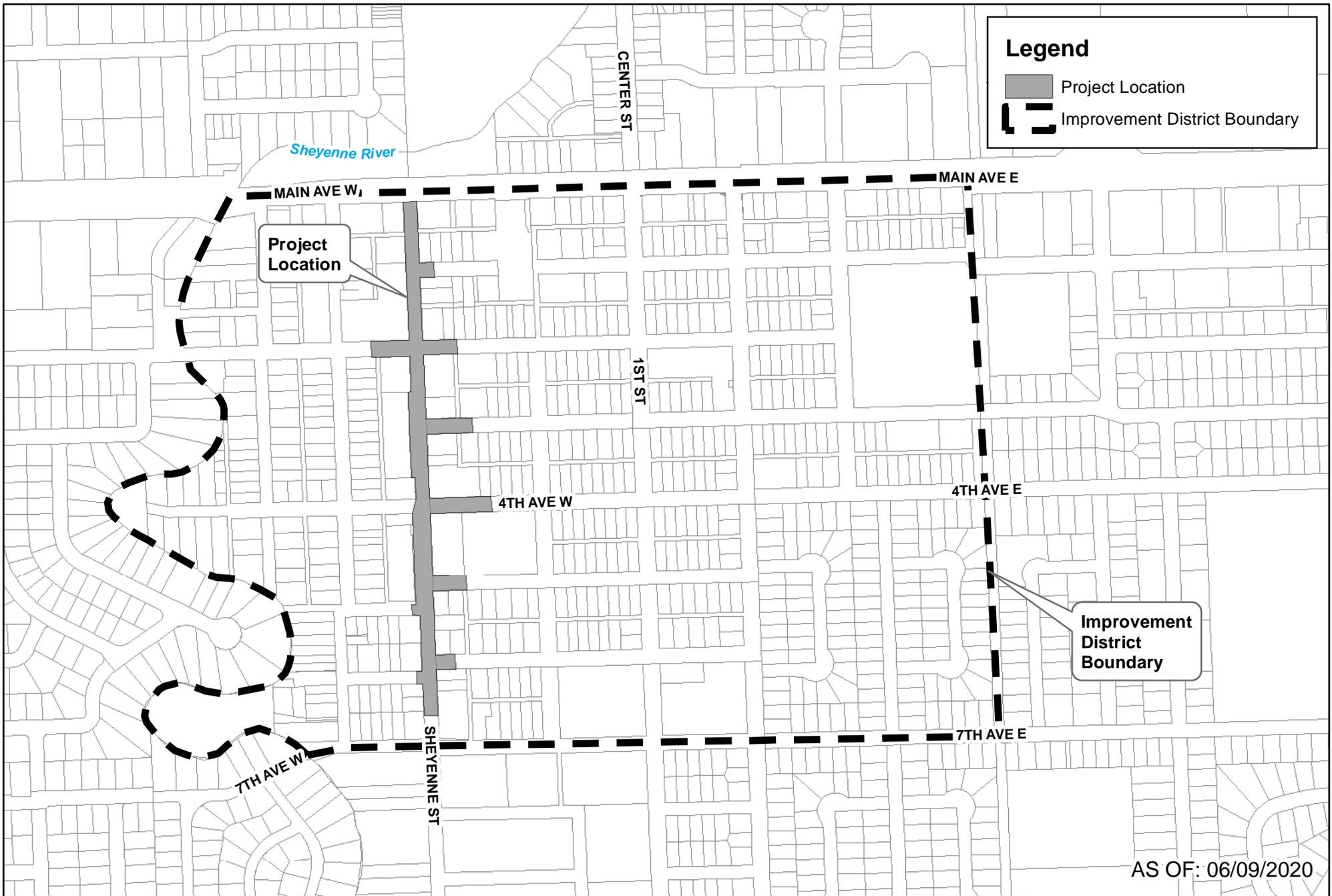
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Completed Milestones:

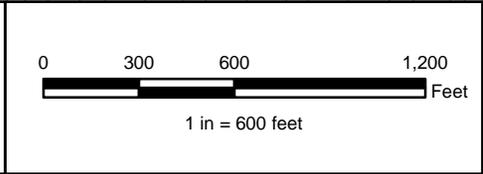
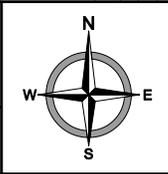
Feb 2018	–	Urban Grant Application Submitted
Feb 2019	–	Submit Environmental Document (DCE) to NDDOT
Jan 2019	–	Public Input Meeting #1
Jan 2019	–	Project Scope includes 7 th Avenue Intersection Reconstruction
Apr 2019	–	Submit Revised Environmental Document (DCE) to NDDOT
Sep 2019	–	Public Informational Meeting #2 (Includes 7 th Avenue Intersection)
Oct 2019	–	Core Area Infrastructure Master Plan (CAIMP) Study Results
Dec 2019	–	Project Scope <u>removes</u> 7 th Avenue Intersection
Dec 2019	–	Includes full reconstruction as recommended by CAIMP Study
Apr 2020	–	“Virtual” Public Input Meeting #3
May 2020	–	Submit Revised Environmental Document (DCE) to NDDOT

Tentative Schedule:

6/15/20	–	City Commission Meeting: <ul style="list-style-type: none">· Create Improvement District <i>AND</i> Approve Engineer’s Report· Authorize Resolution of Necessity (advertise 6/23/20 & 6/30/20)
6/23/20	–	Publication of R.O.N – week 1
6/30/20	–	Publication of R.O.N – week 2
7/03/20	–	NDDOT Submittal: Plans, Specifications & Estimate (PS&E)
7/23/20	–	Concludes 30-day Protest period for R.O.N
7/31/20	–	NDDOT Submittal: Final Plans, Certifications (i.e. Land Acq.), Permits
8/03/20	–	City Commission Meeting Item: Concur for NDDOT to Advertise <ul style="list-style-type: none">· Hear and determine sufficiency of filed protests· Authorize Bid Advertisement (Bid Admin by NDDOT)
10/16/20	–	Bid Opening (by NDDOT)
11/02/20	–	City Commission Meeting: <ul style="list-style-type: none">· Approve Bid Results and Concur w/ NDDOT to Award Contract
Dec 2020	–	Execute Contracts
Mar 2021	–	Preconstruction & Coordination Meetings
Apr 2021	–	Begin Construction
Jun 2022	–	Estimated Final Completion

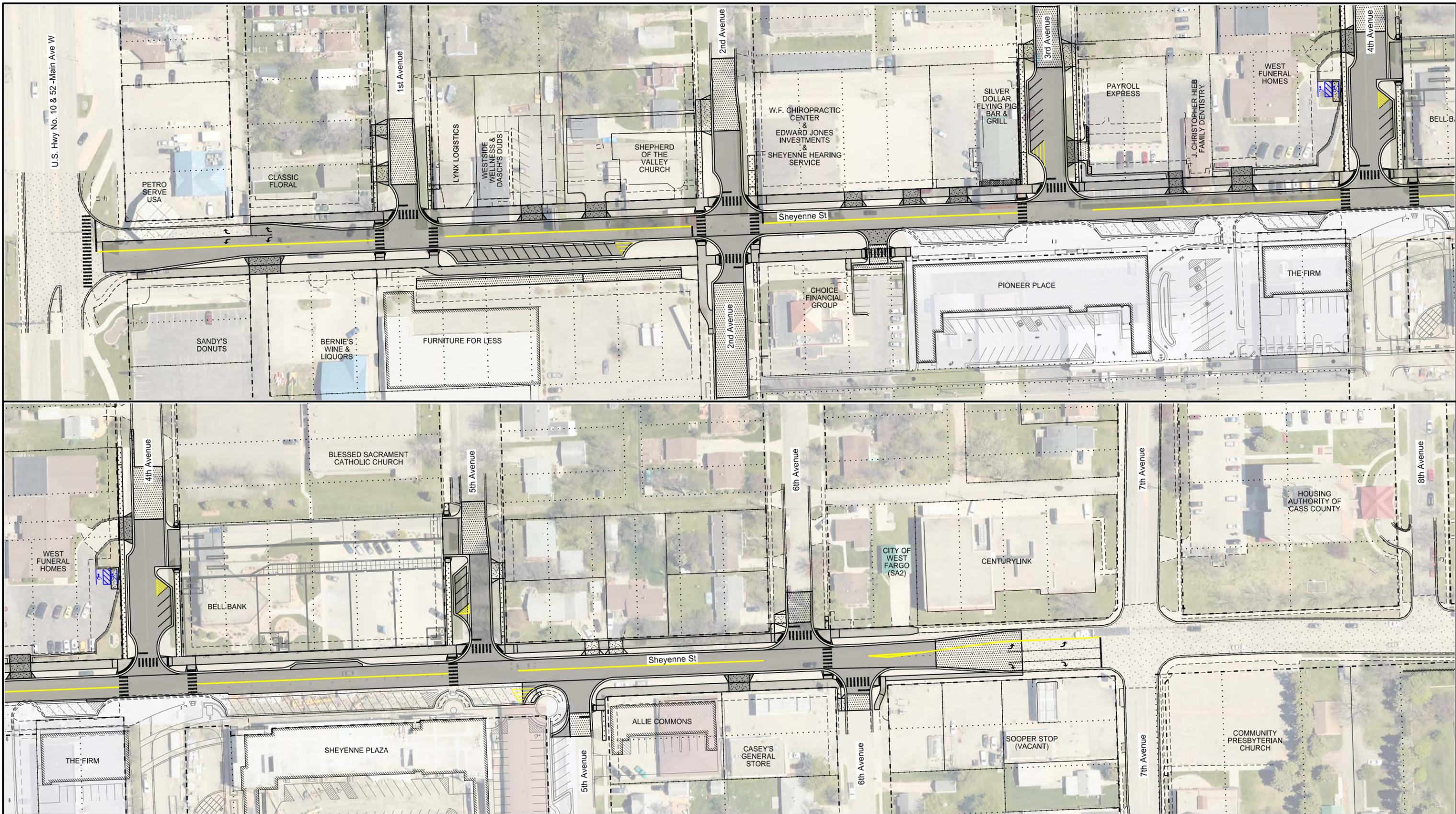


STREET IMPROVEMENT DISTRICT NO. 2252 - IMPROVEMENT DISTRICT SHEYENNE STREET DOWNTOWN IMPROVEMENTS WEST FARGO, NORTH DAKOTA



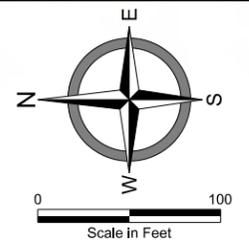
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AS OF: 06/09/2020



PROPOSED IMPROVEMENTS
SHEYENNE STREET DOWNTOWN IMPROVEMENTS
MAIN AVENUE TO 7TH AVENUE
WEST FARGO, NORTH DAKOTA

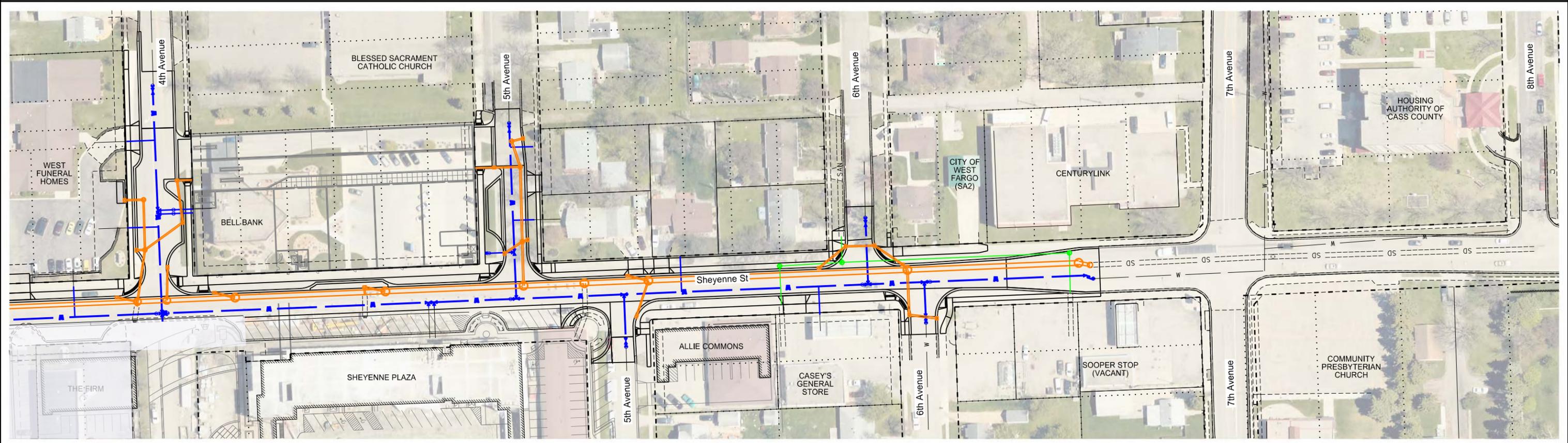
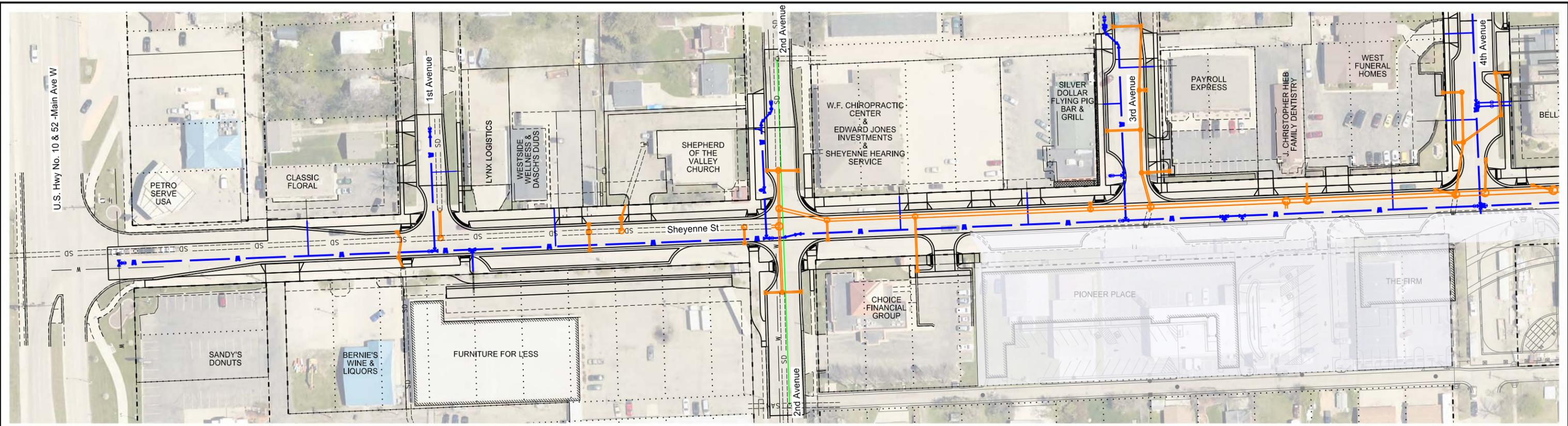
PROJECT No. 19924
 DATE: 06.09.20
 REVISED: -
 DRAFTER: JDE
 REVIEWER: DJD



LEGEND

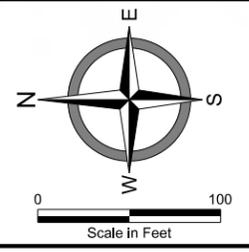
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| DRIVEWAY CONCRETE 6 IN REINFORCED | SIDEWALK CONCRETE 4 IN REINF | |





**PROPOSED UTILITY IMPROVEMENTS
SHEYENNE STREET DOWNTOWN IMPROVEMENTS
MAIN AVENUE TO 7TH AVENUE
WEST FARGO, NORTH DAKOTA**

PROJECT No.	19924
DATE:	06.10.20
REVISED:	-
DRAFTER:	JDE
REVIEWER:	DJD



LEGEND

- PROPOSED STORM
- PROPOSED WATER
- PROPOSED SANITARY



STREET IMPROVEMENT DIST. NO. 2252
SHEYENNE STREET DOWNTOWN IMPROVEMENTS - (MAIN TO 7TH AVE)
WEST FARGO ND

PRELIMINARY COST & FUNDING SUMMARY

(Costs Based off Engineer's Opinion of Probable Cost Dated: 06/11/20)

PRELIMINARY PROJECT COST

Water Main Items	\$ 710,150.00
Sanitary Sewer Items	\$ 61,250.00
Storm Sewer Items	\$ 944,000.00
Street Items	\$ 2,811,820.00
Construction Subtotal	\$ 4,527,220.00
Contingencies (≈15%)	\$ 672,780.00
Total Construction	\$5,200,000.00
Study & Report	\$ 170,000.00
Engineering (12%)	\$ 624,000.00
Miscellaneous Soft Costs (≈13%)	\$ 706,000.00
TOTAL PROJECT COST	\$6,700,000.00

PRELIMINARY FUNDING SUMMARY

<u>Project Funding Breakdown</u>			<u>Preliminary Local Share Summary</u>		
State - Urban Grant	\$ 2,377,446.00	35.5%	Sales Tax	\$ 1,441,470.00	33.3%
City - Local Share	\$ 4,322,554.00	64.5%	Water Revenue	\$ 396,949.00	9.2%
			Sewer Bond	\$ 661,581.00	15.3%
			Special Assessments	\$ 1,822,554.00	42.2%
	\$6,700,000.00		TOTAL LOCAL SHARE	\$4,322,554.00	

PRELIMINARY SPECIAL ASSESSMENTS INFO

<u>Preliminary Special Assessment Summary</u>			<u>Preliminary Special Assessment Unit Summary</u>		
Water Main	\$ 661,871.31	36.3%	Water Main Cost	\$ 12,111.63	per EU
Sanitary Sewer	\$ 91,322.60	5.0%	Sanitary Sewer	\$ 501.77	per EU
Storm Sewer	\$ 745,905.27	40.9%	Storm Sewer	\$ 0.47	per *SF
Street	\$ 323,454.82	17.7%	Street	\$ 454.42	per EU
Total Assessment	\$1,822,554.00		*Storm Sewer area is <u>factored</u> based off runoff tier		