



West Fargo City Commission Meeting
Monday, July 15, 2019
Commission Chambers 5:30 PM

- A. Pledge of Allegiance
- B. Approve Order of Agenda
- C. Approval of Minutes – July 1, 2019 **(Pg 2-3)**
- D. Building Permits

Consent Agenda – Approve the Following:

- a. Bills **(Pg 4-11)**
- b. Lights on 32 Plaza Agreement **(Pg 12-27)**
- c. Resolution Setting Rates and Charges for Water and Sewer Services **(Pg 28-30)**
- d. Games of Chance for West Fargo Lions Club. Games to be conducted: raffle from 8/1/19 to 2/1/20 at Silver Dollar Bar, 221 Sheyenne Street. **(Pg 31)**
- e. Addition of the Tracked Vehicle Weight Limit to existing Over dimensional Policy **(Pg 32-34)**

Regular Agenda

- 1. Awake LLC Appeal – **John Shockley (Pg 35-42)**
- 2. Review AE2S Proposed Water and Sewer Rate Study – **Tina Fisk**
- 3. Concerns regarding Sewer Mains on 19th Ave NW – **Alan Ray**
- 4. Review of the Resolution Finding that Petition for Vacation is in Proper Form and Contains the Required Signatures – **John Shockley (Pg 43)**
- 5. Review Bid Results and Engineer's Statement of Cost for Water Distribution Project No. 1312 (Ph. 1) and Project No. 1313 – **Dustin Scott (Pg 44-51)**
- 6. Review Amendment to Engineer's Report for Water Improvement Project. No 1312 (Phases I & II) and Project No. 1313 – **Dustin Scott (Pg 52-61)**
- 7. West Fargo Downtown Rebranding Discussion – **Melissa Richard, Callie Roth (Pg 62-67)**
- 8. Final Plat Approval and PUD Amendment Approval of Eagle Run Plaza 8th Addition – **Tim Solberg (Pg 68-86)**
- 9. Final Plat Approval of Heritage at the Wilds Addition, a replat – **Tim Solberg (Pg 87-92)**
- 10. Construction Updates – **Dustin Scott**
- 11. Budget Discussion – **Tina Fisk**
- 12. City Administrator's Report – **Tina Fisk**
- 13. Correspondence
- 14. Non-Agenda
- 15. Adjourn



West Fargo City Commission Meeting
Monday, July 1, 2019
Commission Chambers 5:30 PM

The West Fargo City Commission met on Monday July 1, 2019, at 5:30 pm. Those present were Bernie Dardis, Brad Olson, Mark Simmons, and Mike Thorstad. Eric Gjerdevig was absent. The President of the Board Bernie Dardis called the meeting to order.

The Pledge of Allegiance was recited.

Commissioner Dardis advised that Regular Agenda Item #2 would be removed. Commissioner Olson moved and Commissioner Thorstad seconded to approve the Order of Agenda as amended. No opposition. Motion carried.

Commissioner Simmons moved and Commissioner Olson seconded to approve the minutes of June 17, 2019. No opposition. Motion carried.

The Commission reviewed the Building Department Activity Report and Monthly Comparison Reports dated July 1, 2019 and Building Permits #323-358. Commissioner Olson moved and Commissioner Thorstad seconded to approve the Building Permits as presented. No opposition. Motion carried.

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

- a. Bills
- b. Games of Chance for the American Legion Department of North Dakota.
Games to be conducted: Raffle on 9/11/19 at the American Legion Department of ND Office, 405 West Main Ave, Suite 4a
- c. Games of Chance for the Nativity Knights of Columbus. Games to be conducted: Raffle, Raffle Board on 9/28/19 at the Speedway Event Center, 680 Main Ave W
- d. Games of Chance for the American Foundation of Suicide Prevention. Games to be conducted: Calendar Raffle from 7/20/19 to 8/31/19 at Spicy Pie, 745 31st Ave E #110
- e. Pledging of Assets

No opposition. Motion carried.



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Director of Planning & Zoning Tim Solberg appeared before the Commission for a 5:30pm Public Hearing and First Reading of Highland Meadows 4th and 5th Replat and Rezoning. The Public Hearing was opened. There was no Public Comment. The Public Hearing was closed. Commission Simmons moved and Commission Olson seconded to approve the First Reading with the six conditions listed in the staff report. No opposition. Motion carried.

Regular Agenda Item #2 was removed.

Director of Planning & Zoning Tim Solberg appeared before the Commission for a Final Plat Approval of Schatz Ranch 1st Addition, 4812 Sheyenne Street. After discussion, Commissioner Simmons moved and Commissioner Thorstad seconded to approve the final plat with the nine conditions listed in the staff report. No opposition. Motion carried.

Director of Planning & Zoning Tim Solberg appeared before the Commission for a Final Plat Approval of Goldenwood 6th Addition. After discussion, Commissioner Olson moved and Commissioner Simmons seconded to approve the final plat as recommended. No opposition. Motion carried.

City Engineer Dustin Scott appeared before the Commission to review the Bid Results and Engineer's Statement of Cost for Street Improvement District No. 2254. After discussion, Commission Thorstad moved and Commissioner Olson seconded to award the contract to Northern Improvement Company for \$207,782.93. No opposition. Motion carried.

City Engineer Dustin Scott appeared before the Commission to provide an update on construction projects. No action was requested of the Commission.

City Administrator Tina Fisk appeared before the Commission and provided an update on the 2020 Budget Process. No action was requested of the Commission.

There was no correspondence.

There were no non-agenda items.

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

Bernie Dardis, Commission President

Tina Fisk, City Administrator

Consent Agenda Item: a

07/02/19
10:49:18

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 7/19

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Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
83161	S	2499 FM CONVENTION & VISITORS BUREAU	20673.40	07/02/19			
						CL 85708	20673.40
83162	S	2499 FM CONVENTION & VISITORS BUREAU	10336.71	07/02/19			
						CL 85709	10336.71
83214 *	S	289 ACME TOOLS	2268.00	07/02/19			
						CL 85763	249.00
						CL 85840	2019.00
83215	S	3179 ADVANCED ENGINEERING & ENVIRONMENTAL SER	20685.00	07/02/19			
						CL 85791	20685.00
83216	S	999999 AJAY KUMAR	190.00	07/02/19			
						CL 85894	190.00
83217	S	3421 AMANDA SWANSON	78.51	07/02/19			
						CL 85713	78.51
83218	S	2742 AMBASSADOR INC	7298.59	07/02/19			
						CL 85907	7298.59
83219	S	865 AMERICAN ENTERPRISES, INC.	2490.00	07/02/19			
						CL 85767	2490.00
83220	S	317 AMERICAN WELDING & GAS, INC.	181.52	07/02/19			
						CL 85761	142.54
						CL 85846	38.98
83221	S	999999 ANDREW MONSON	300.00	07/02/19			
						CL 85883	300.00
83222	S	999999 ANGIE PUHR	190.00	07/02/19			
						CL 85901	190.00
83223	S	36 BERT'S TRUCK EQUIPMENT	410.00	07/02/19			
						CL 85748	242.00
						CL 85861	168.00
83224	S	3029 BLESSED SACRAMENT CATHOLIC CHURCH	250.00	07/02/19			
						CL 85797	250.00
83225	S	1403 BLUE TARP FINANCIAL, INC	135.46	07/02/19			
						CL 85744	135.46
83226	S	3025 BONANZAVILLE	5000.00	07/02/19			
						CL 85881	5000.00
83227	S	73 BRAUN INTERTEC	85327.50	07/02/19			
						CL 85780	74145.25
						CL 85831	11182.25
83228	S	16 BROKERAGE PRINTING	731.39	07/02/19			
						CL 85740	181.35
						CL 85804	473.40
						CL 85905	76.64
83229	S	999999 BROOK RHEULT	300.00	07/02/19			
						CL 85886	300.00
83230	S	351 BUSINESS ESSENTIALS	1328.66	07/02/19			
						CL 85707	495.98
						CL 85734	663.35
						CL 85771	34.69
						CL 85801	46.03
						CL 85875	88.61

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
83231	S	32 BUSINESS SOFTWARE, INC.	25300.00	07/02/19			
						CL 85793	25300.00
83232	S	61 CASS COUNTY TREASURER	11702.34	07/02/19			
						CL 85837	77.34
						CL 85913	150.00
						CL 85914	11475.00
83233	S	46 CASS RURAL WATER USERS	27.00	07/02/19			
						CL 85842	27.00
83234	S	1512 CDW GOVERNMENT, INC	142.85	07/02/19			
						CL 85880	142.85
83235	S	3424 CENTURYLINK./DAMAGE CLAIMS	7498.84	07/02/19			
						CL 85838	7498.84
83236	S	3216 CINTAS	89.33	07/02/19			
						CL 85741	89.33
83237	S	111 CITY OF FARGO	93917.46	07/02/19			
						CL 85719	2123.00
						CL 85776	40994.86
						CL 85824	962.50
						CL 85877	48048.10
						CL 85895	1789.00
83238	S	3245 CORE & MAIN	4560.60	07/02/19			
						CL 85742	1859.78
						CL 85765	1628.16
						CL 85813	1072.66
83239	S	999999 COREY PEDERSON	300.00	07/02/19			
						CL 85887	300.00
83240	S	2403 CRAIG DANIELSON	814.00	07/02/19			
						CL 85720	814.00
83241	S	60 CROSSCOUNTRY FREIGHT SOLUTIONS	302.80	07/02/19			
						CL 85739	213.90
						CL 85816	88.90
83242	S	65 CURT'S LOCK & KEY	200.00	07/02/19			
						CL 85729	200.00
83243	S	1675 DAKOTA FLUID POWER, INC	452.15	07/02/19			
						CL 85747	236.65
						CL 85848	52.02
						CL 85904	163.48
83244	S	2514 DAKOTA MAILING & SHIPPING EQUIPMENT, INC	50.66	07/02/19			
						CL 85772	50.66
83245	S	624 DAKOTA SUPPLY GROUP	39.12	07/02/19			
						CL 85866	39.12
83246	S	856 DAVE'S WEST FARGO TIRE	206.35	07/02/19			
						CL 85730	206.35
83247	S	1825 DELL MARKETING LP	14954.73	07/02/19			
						CL 85795	14954.73
83248	S	2070 DORA ROLL	84.00	07/02/19			
						CL 85805	84.00

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83249	S	2225 DTN, LLC	373.25	07/02/19			
83250	S	3404 DUANE DUBE	1129.00	07/02/19		CL 85770	373.25
83251	S	999999 DUSTIN LEIGH	190.00	07/02/19		CL 85755	1129.00
83252	S	2100 EAGLE RUN CROSSING LLC	376.43	07/02/19		CL 85893	190.00
83253	S	877 ENVIRONMENTAL TOXICITY CONTROL INC.	850.00	07/02/19		CL 85768	376.43
83254	S	3013 EPIC MANAGEMENT, LLC	318770.91	07/02/19		CL 85814	850.00
83255	S	999999 ERIN KNUDTSON	300.00	07/02/19		CL 85781	318770.91
83256	S	140 F-M AMBULANCE SERVICE	236.24	07/02/19		CL 85885	300.00
83257	S	3420 FARGO APPAREL	140.00	07/02/19		CL 85879	236.24
83258	S	144 FARMERS BROTHERS COFFEE	455.20	07/02/19		CL 85711	140.00
83259	S	1648 FARSTAD OIL, INC	266.50	07/02/19		CL 85822	455.20
83260	S	124 FASTENAL	387.73	07/02/19		CL 85862	266.50
83261	S	3422 FERGUSON ENTERPRISES LLC #3326	24.93	07/02/19		CL 85868	387.73
83262	S	329 FERGUSON WATERWORKS #2516	8165.64	07/02/19		CL 85823	24.93
83263	S	104 FORUM COMMUNICATIONS	1895.31	07/02/19		CL 85746	3809.12
						CL 85857	4356.52
83264	S	139 FRS INDUSTRIES, INC.	32.20	07/02/19		CL 85774	354.35
						CL 85789	1395.00
						CL 85792	145.96
83265	S	155 GALLS, LLC	270.29	07/02/19		CL 85727	32.20
83266	S	93 GATEWAY CHEVROLET	56.61	07/02/19		CL 85723	270.29
83267	S	2904 GLASS DOCTOR-FARGO	160.00	07/02/19		CL 85864	56.61
83268	S	2558 GOODYEAR COMMERCIAL TIRE	3160.54	07/02/19		CL 85826	160.00
83269	S	556 GRAINGER, INC.	46.14	07/02/19		CL 85764	3160.54
83270	S	939 GRAYBAR	12286.81	07/02/19		CL 85863	46.14
						CL 85756	11302.98
						CL 85830	983.83

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
83271	S	2877 GREATAMERICA FINANCIAL SERVICES	176.63	07/02/19			
83272	S	135 HAWKINS WTR TREATMENT	6057.62	07/02/19		CL 85773	176.63
83273	S	9 HBI	50.00	07/02/19		CL 85736	6057.62
83274	S	3281 HEARTLAND PAPER COMPANY	573.68	07/02/19		CL 85835	50.00
83275	S	1226 HP INC.	1937.05	07/02/19		CL 85829	573.68
83276	S	3209 INNOVATIVE OFFICE SOLUTIONS, LLC	820.32	07/02/19		CL 85798	471.00
83277	S	233 J & L SPORTS	304.30	07/02/19		CL 85898	1466.05
83278	S	2245 JAMES ANDERSON	586.00	07/02/19		CL 85810	820.32
83279	S	999999 JAMES WRIGHT	300.00	07/02/19		CL 85820	304.30
83280	S	999999 JAMIE CLAYBORN	300.00	07/02/19		CL 85800	586.00
83281	S	1095 JASON BALVIK	84.00	07/02/19		CL 85884	300.00
83282	S	2886 JENNA WILM	334.13	07/02/19		CL 85890	300.00
83283	S	2735 KADRMAS, LEE & JACKSON, INC	451605.53	07/02/19		CL 85809	84.00
83284	S	2752 KOST MATERIALS, LLC	2166.50	07/02/19		CL 85878	334.13
83285	S	999999 LAINE WHITE	190.00	07/02/19		CL 85777	16167.00
83286	S	260 LAR'S BODY SHOP	60.00	07/02/19		CL 85779	132016.05
83287	S	705 LAWSON PRODUCTS	153.45	07/02/19		CL 85841	303422.48
83288	S	2570 LG EVERIST INC	1974.47	07/02/19		CL 85745	2166.50
83289	S	711 LUTHER FAMILY FORD	548.30	07/02/19		CL 85899	190.00
83290	S	3304 MAC'S - FARGO	176.83	07/02/19		CL 85724	60.00
83291	S	2454 MAGNUM ELECTRIC	4266.78	07/02/19		CL 85724	60.00
						CL 85818	153.45
						CL 85858	1974.47
						CL 85760	83.28
						CL 85847	465.02
						CL 85716	110.56
						CL 85750	66.27
						CL 85743	4266.78

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
83292	S	656 MASTER CONSTRUCTION	291642.71	07/02/19			
						CL 85832	291642.71
83293	S	3384 MATHESON TRI-GAS INC	154.17	07/02/19			
						CL 85856	154.17
83294	S	3014 MELISSA RICHARD	873.67	07/02/19			
						CL 85786	343.92
						CL 85787	529.75
83295	S	299 MENARDS	1238.23	07/02/19			
						CL 85731	109.77
						CL 85758	1029.81
						CL 85870	98.65
83296	S	999999 MERRY HABERLACK	190.00	07/02/19			
						CL 85896	190.00
83297	S	2766 MIDCONTINENT COMMUNICATIONS	130.00	07/02/19			
						CL 85872	130.00
83298	S	772 MINNKOTA	47.98	07/02/19			
						CL 85802	47.98
83299	S	2121 MOEN PORTABLE TOILETS	220.00	07/02/19			
						CL 85788	220.00
83300	S	305 MOORE ENGINEERING	86123.00	07/02/19			
						CL 85834	9873.00
						CL 85903	76250.00
83301	S	2753 MOUNTAIN PLAINS YOUTH SERVICES/YOUTHWORK	25000.00	07/02/19			
						CL 85733	25000.00
83302	S	3085 MRA-THE MANAGEMENT ASSOCIATION, INC	1531.25	07/02/19			
						CL 85715	1531.25
83303	S	298 MVTL LABORATORIES	605.00	07/02/19			
						CL 85752	189.00
						CL 85817	416.00
83304	S	695 NASRO	40.00	07/02/19			
						CL 85803	40.00
83305	S	999999 NATHAN MONSON	1518.48	07/02/19			
						CL 85785	1518.48
83306	S	3229 ND DEPARTMENT OF HEALTH	115.00	07/02/19			
						CL 85738	115.00
83307	S	2479 ND EMA	170.00	07/02/19			
						CL 85753	170.00
83308	S	326 ND SEWAGE PUMP & LIFT	22000.00	07/02/19			
						CL 85888	22000.00
83309	S	3083 NDLTAP/UGPTI	225.00	07/02/19			
						CL 85892	225.00
83310	S	911 NDPOA	80.00	07/02/19			
						CL 85735	80.00
83311	S	756 NELCO FIRST AID	87.45	07/02/19			
						CL 85860	87.45
83312	S	364 NELSON INTERNATIONAL	2528.12	07/02/19			
						CL 85853	2528.12

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
83313	S	999999 NICHOLAS STASKA	300.00	07/02/19			
83314	S	2826 NORIDIAN MUTUAL INSURANCE CO	718.54	07/02/19		CL 85889	300.00
83315	S	141 NORTH STAR SAFETY, INC	26.83	07/02/19		CL 85775	718.54
83316	S	1715 NORTHWEST TIRE INC	60.00	07/02/19		CL 85821	26.83
83317	S	352 OK TIRE	37.95	07/02/19		CL 85845	60.00
83318	S	399 OLYMPIC SALES	8338.00	07/02/19		CL 85827	37.95
83319	S	276 OSTROMS ACE HARDWARE	1228.96	07/02/19		CL 85859	8338.00
83320	S	999999 PATRICK FAHEY	300.00	07/02/19		CL 85876	1228.96
83321	S	563 PETRO SERVE USA	1512.15	07/02/19		CL 85891	300.00
83322	S	3180 PHOENIX FABRICATORS AND ERECTORS	159418.65	07/02/19		CL 85726 CL 85769	500.00 1012.15
83323	S	3067 PLATINUM CHEMICALS	885.00	07/02/19		CL 85851	159418.65
83324	S	411 POWER PLAN OIB	832.87	07/02/19		CL 85815	885.00
83325	S	916 PRAIRIE SUPPLY INC	2376.72	07/02/19		CL 85751 CL 85852	378.03 454.84
83326	S	1166 PRODUCTIVITY PLUS ACCOUNT	1811.82	07/02/19		CL 85757 CL 85867	1995.00 381.72
83327	S	1253 PROTECTION SYSTEMS, INC	120.00	07/02/19		CL 85762 CL 85869	50.50 1761.32
83328	S	920 RHONDA JORGENSEN	84.00	07/02/19		CL 85855	120.00
83329	S	441 S & S LANDSCAPING	438.57	07/02/19		CL 85808	84.00
83330	S	437 SANDY'S DONUTS	71.80	07/02/19		CL 85854	438.57
83331	S	454 SANITATION PRODUCTS	1421.10	07/02/19		CL 85725 CL 85836	35.90 35.90
83332	S	450 SCHEELS	47.92	07/02/19		CL 85759 CL 85850	710.55 710.55
83333	S	1702 SHEYENNE RIVER KENNELS	106.98	07/02/19		CL 85873	47.92
						CL 85728	106.98

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83334	S	1626 SIRCHIE FINGERPRINT LABORATORIES	219.59	07/02/19			
						CL 85722	219.59
83335	S	274 STEVE MOTTINGER	4250.00	07/02/19			
						CL 85902	4250.00
83336	S	3409 STRAIGHTLINE INC	18200.00	07/02/19			
						CL 85833	18200.00
83337	S	38 STRATA CORPORATION	565.13	07/02/19			
						CL 85812	565.13
83338	S	88 STREICHER'S	314.44	07/02/19			
						CL 85721	314.44
83339	S	634 SWEENEY CONTROLS COMPANY	337.20	07/02/19			
						CL 85737	337.20
83340	S	890 TCC MATERIALS	363.00	07/02/19			
						CL 85825	363.00
83341	S	442 TERRY RUST	840.00	07/02/19			
						CL 85718	840.00
83342	S	1156 TESSMAN	329.91	07/02/19			
						CL 85865	329.91
83343	S	1907 THE SHOOTING PARK OF HORACE	400.00	07/02/19			
						CL 85874	400.00
83344	S	1900 THE UPS STORE #5998	192.98	07/02/19			
						CL 85766	192.98
83345	S	2217 TINA FISK	256.02	07/02/19			
						CL 85782	256.02
83346	S	1135 TODD PEARSON	84.00	07/02/19			
						CL 85807	84.00
83347	S	1285 TRAFFIC CONTROL CORPORATION	3450.00	07/02/19			
						CL 85839	3450.00
83348	S	999999 TRAVIS ZECK	190.00	07/02/19			
						CL 85900	190.00
83349	S	1237 TRENT STANTON	84.00	07/02/19			
						CL 85806	84.00
83350	S	2951 TYLER TECHNOLOGIES, INC	210.17	07/02/19			
						CL 85790	210.17
83351	S	1267 VERIZON WIRELESS	9423.92	07/02/19			
						CL 85647	9423.92
83352	S	999999 WARD COUNTY	300.00	07/02/19			
						CL 85732	300.00
83353	S	1750 WATER SMITH, INC	18987.00	07/02/19			
						CL 85754	18987.00
83354	S	2945 WEST FARGO AREA COMMUNITY PROGRAM	1906.69	07/02/19			
						CL 85811	1906.69
83355	S	378 WEST FARGO POSTMASTER	275.00	07/02/19			
						CL 85717	275.00
83356	S	2184 WEST SIDE STEEL	1002.29	07/02/19			
						CL 85749	713.55
						CL 85828	21.79
						CL 85849	131.91
						CL 85871	135.04

07/02/19
10:49:18

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 7/19

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Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
83357	S	999999 WHITNEY SHAW	190.00	07/02/19	_____		
83358	S	338 XCEL ENERGY	7012.56	07/02/19	_____	CL 85897	190.00
						CL 85906	83.19
						CL 85908	6616.34
						CL 85909	139.13
						CL 85910	39.68
						CL 85911	93.86
						CL 85912	40.36
83359	S	999999 ZACH'S FOUNDATION	1000.00	07/02/19	_____		
83360	S	582 ZEP MANUFACTURING	143.93	07/02/19	_____	CL 85882	1000.00
83361	S	3392 STONE PLANNING LLC	32786.00	07/02/19	_____	CL 85819	143.93
						CL 85915	32786.00
Total for Claim Checks			1859028.04				
Count for Claim Checks			150				

* denotes missing check number(s)

of Checks: 150 Total: 1859028.04

AGREEMENT

**BY AND BETWEEN
CITY OF WEST FARGO, NORTH DAKOTA
AND
SHEYENNE 32, LLC**

Dated as of July 3, 2019

Relating to:

**An Agreement regarding the design, construction, ownership, and maintenance of the
Lights on 32 Plaza.**

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

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AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2019 (the "Effective Date"), by and between CITY OF WEST FARGO, NORTH DAKOTA, a North Dakota municipal corporation, having an address of 800 4th Avenue East, Suite 1, West Fargo, North Dakota 58078 (the "City"), and SHEYENNE 32, LLC, a North Dakota limited liability company, having an address of 400 10th Street Southeast, Minot, North Dakota 58701-4908 (the "Developer").

WHEREAS, on February 19, 2018, the City and the Developer entered into the Master Development Agreement for the development of the property located on the northwest corner of the intersection of Sheyenne Street and 32nd Avenue West in the City; and

WHEREAS, on December 17, 2018, the City, the Developer, and EagleRidge Development, LLC, entered into the First Amendment to Master Development Agreement to include the development of property located to the north of property owned by the Developer; and

WHEREAS, pursuant to the Master Development Agreement and First Amendment, the Developer agreed to construct a plaza on Lot 6, and following construction, to sell the plaza and Lot 6 to the City to be used as a public plaza; and

WHEREAS, the City and the Developer now desire to enter into this Agreement to set forth their respective roles and responsibilities with regard to the delivery of such plaza.

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

ARTICLE I. DEFINITIONS AND INTERPRETATION

Section 1.01 DEFINITIONS. All capitalized terms used and not otherwise defined in the Agreement will have the meanings given to them in this Agreement and as defined in this Section unless a different meaning clearly applies from the context.

"Applicable Law" means, collectively, the Constitutions of the United States and of the State of North Dakota, all common law and principles of equity, and all Federal, State, and local laws including, without limitation, all environmental laws, statutes, treaties, codes, acts, rules, regulations, guidelines, ordinances, resolutions, orders, judgments, decrees, injunctions, and administrative or judicial precedents or authorities, including the interpretation or administration by any governmental authority charged with enforcement, interpretation, or administration, all governmental approvals, and all administrative orders, awards, directed duties, requests, licenses, certificates, authorizations, and permits of, and agreements with, any governmental authority, and, with respect to any person, the articles of incorporation, bylaws, or other organizational or governing documents, in each case whether or not having the force of law, that are applicable now or are applicable at any time to the City, the Developer, or the Plaza.

“Best Efforts” means an entity will act in Good Faith, act in accordance with generally accepted commercial practices, and use reasonable due diligence to undertake all action contemplated by this Agreement, in accordance with Applicable Law.

“Budget” means as defined in Section 4.02, which will be incorporated into this Agreement.

“City” means the City of West Fargo, North Dakota, a North Dakota municipal corporation, having an address of 800 4th Avenue East, Suite 1, West Fargo, North Dakota 58078.

“Completion” means the Plaza is functional to its intended use.

“Developer” means Sheyenne 32, LLC, a North Dakota limited liability company, having an address of 400 10th Street Southeast, Minot, North Dakota 58701-4908.

“First Amendment” means the First Amendment to Master Development Agreement, dated as of December 17, 2018, by and between the City, the Developer, and EagleRidge Development, LLC.

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

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

“Lot 6” means Lot 6, Block 1, Eagle Run Plaza Sixth Addition to the City of West Fargo, Cass County, North Dakota.

“Master Development Agreement” means the Master Development Agreement, dated as of February 19, 2018, by and between the City and the Developer.

“Party” means the City or the Developer, as the context requires, and its representatives, successors, and assigns.

“Plans and Specifications” means as defined in Section 4.01, which will be incorporated into this Agreement.

“Plaza” means the Lights on 32 Plaza, located within the Lights on Sheyenne 32 development in the City.

“Turnover” means the purchase of the Plaza and Lot 6 by the City from the Developer as set forth in Section 6.01.

Section 1.02 INTERPRETATION.

(a) The headings of articles and sections are provided for convenience of reference only and will not affect the construction, meaning, or interpretation of this Agreement. Any and all exhibits to this Agreement are hereby incorporated by reference. The definition of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise (i) any definition of or reference to any agreement, instrument, or other document herein shall be construed as referring to such agreement, instrument, or other document as from time to time amended, supplemented, or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications as set forth herein), (ii) any reference herein to any person shall be construed to include such person's permitted assigns, (iii) the words "herein," "hereof," and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (iv) all references herein to articles, sections, exhibits, and schedules shall be construed to refer to articles and sections of, and exhibits and schedules to, this Agreement, and (v) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" mean "to and including."

(b) This Agreement is not to be interpreted or construed against the interests of a Party merely because that Party proposed this Agreement or some provision of it or because that Party relies on a provision of this Agreement to protect itself. The Parties acknowledge and agree that this Agreement has been prepared jointly by the Parties and has been the subject of arm's length and careful negotiation, that each Party has been given the opportunity to independently review this Agreement with legal counsel, and that each Party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions of this Agreement. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement will not be interpreted or construed against the Party preparing it simply as a consequence of preparing it.

ARTICLE II. INCORPORATION

Section 2.01 MASTER DEVELOPMENT AGREEMENT. The City and the Developer previously entered into the Master Development Agreement and the First Amendment. The Master Development Agreement and any amendments thereto, including the First Amendment, are expressly incorporated into this Agreement, and it is the intent of the Parties that this Agreement be treated as a continuation and supplement of the terms and conditions of the Master Development Agreement and any amendments thereto. Except as otherwise specifically noted herein, this Agreement is intended in no way to repeal or replace the Master Development Agreement and any amendments thereto. In the event, however, that this Agreement conflicts with the Master Development Agreement, this Agreement shall control.

**ARTICLE III.
INTENT**

Section 3.01 PLAZA INTENT. The City and the Developer agree and acknowledge that the Plaza shall be designed and built to host a wide variety of community focused events that encourage both natural and programmed activation of the space. The infrastructure in the Plaza should be both highly functional and aesthetically pleasing and shall include a stage, power and lighting, rigging supports, and a permanent surface.

**ARTICLE IV.
DESIGN AND BUDGET**

Section 4.01 DESIGN. The City and the Developer will mutually agree upon engineering plans and specifications for the Plaza, which must be prepared and approved by a professional engineer licensed in the State of North Dakota and the City Engineer ("Plans and Specifications"). The Developer shall not begin construction on the Plaza until the City has approved of Plans and Specifications. The Plans and Specifications shall be incorporated into this Agreement once agreed upon by the City and the Developer.

Section 4.02 BUDGET. The City and the Developer will mutually agree upon a budget for the construction of the Plaza (the "Budget") prior to the commencement of construction on the Plaza. The Budget shall be incorporated into this Agreement once agreed upon by the City and the Developer.

**ARTICLE V.
CONSTRUCTION**

Section 5.01 GENERALLY. The Developer will furnish all construction and other services and provide all materials, equipment, and labor to construct the Plaza. All construction must be performed in accordance the Plans and Specifications, all Applicable Law, and Good Industry Practice.

Section 5.02 BONDS. As provided in the First Amendment, the Developer must require the contractor or contractors constructing the Plaza to have payment and performance bonds in the amount of the total construction amount of the Plaza, which is payable to the Developer and the City and is enforceable by the Developer and the City. Such payment and performance bonds shall contain all terms normally contained in the contract bonds entered into by the City and contractors for improvement projects in the City.

Section 5.03 INSPECTION AND ACCESS RIGHTS. The City will have the right to monitor the construction work on the Plaza at any time during its progress to ensure construction is proceeding in accordance with the Plans and Specifications. The Developer will permit and facilitate reasonable access for the City. Inspections may occur upon reasonable notice to the Developer and during business hours, and the City must comply with the Developer's site safety requirements. In an emergency, the City may access the site as needed and provide notice as soon as reasonably possible.

Section 5.04 MODIFICATIONS TO PLANS AND SPECIFICATIONS. Any modifications to the Plans and Specifications during construction are subject to written approval by the City. If the Developer desires a modification, it shall submit a written request to the City for the same. The City reserves the right to solicit additional information from the Developer in order to review the proposed modification. Once the City has received all information necessary to consider a modification, as determined in the discretion of the City, the City will have thirty (30) days to review and approve or deny the proposed modification. If the City denies the proposed modification, it will provide written reasons for the denial to the Developer. The Developer may then resubmit the proposed modification, making changes as necessitated by the City's denial, to the City for review. The City will have fourteen (14) days to review and approve or deny a resubmittal, and the City's review will be limited to those items that were previously denied in the proposed modification.

Section 5.05 MODIFICATIONS TO BUDGET. Any modification to a Budget item that increases the estimate for that item by more than five (5%) is subject to written approval by the City. If the Developer desires a modification, it shall submit a written request to the City for the same. The City reserves the right to solicit additional information from the Developer in order to review the proposed modification. Once the City has received all information necessary to consider a modification, as determined in the discretion of the City, the City will have thirty (30) days to review and approve or deny the proposed modification. If the City denies the proposed modification, it will provide written reasons for the denial to the Developer.

Section 5.06 PROFESSIONAL ENGINEER. The Developer shall construct the Plaza under the supervision of a professional engineer licensed in the State of North Dakota.

Section 5.07 COMPLETION.

(a) Although the Master Development Agreement and the First Amendment provide that the Developer will construct the Plaza in milestones and be reimbursed for milestones as construction progresses, the Developer expressly waives such reimbursement method in lieu of a single submission of the construction of the Plaza to the City, as provided in this Section, at Completion.

(b) The Developer shall notify the City of Completion of the Plaza in writing and submit invoices and an updated abstract for Lot 6 to the City. Within ninety (90) calendar days of the receipt of such notification, invoices, and updated abstract, the City will inspect the Plaza and provide written notice to the Developer of any objection to the work performed. The failure to provide said objection within ninety (90) calendar days shall be deemed approval and acceptance by the City. If the City objects to work performed by the Developer, then the Developer shall remedy such work and notify the City upon completion. Within thirty (30) calendar days of the receipt of such notification, the City will inspect those aspects of the Plaza to which the City objected and provide written notice to the Developer of any further objection to the work performed. The failure to provide said objection with thirty (30) calendar days shall be deemed approval and acceptance by the City.

Section 5.08 CONSTRUCTION SCHEDULE. The Developer anticipates construction of the Plaza will begin on August 1, 2019 and Completion will occur on or before

May 1, 2020. The Developer shall provide regular updates, at no less than monthly intervals, to the City regarding the progress of construction.

Section 5.09 MAINTENANCE PRIOR TO TURNOVER. The Developer is responsible for completing any and all maintenance on the Plaza until Turnover. Such maintenance shall be completed in accordance with Good Industry Practice.

ARTICLE VI. TURNOVER OF OWNERSHIP

Section 6.01 TRANSFER OF OWNERSHIP. Following the completion of the conditions set forth in the following section, the City will purchase the Plaza and Lot 6 for the price determined pursuant to Article VIII ("Transfer").

Section 6.02 CONDITIONS PRECEDENT TO TURNOVER. The following conditions must be met prior to Transfer:

(a) The Developer has provided the City with lien waivers from any and all of the contractors, subcontractors, and all suppliers who worked or supplied material for the Plaza, provided the Developer retains the right to challenge any lien;

(b) The City has signed off on Completion, or the time periods for objection have run, pursuant to Section 5.07; and

(c) All of the taxes and special assessments assessed against Lot 6 have been paid in full.

Section 6.03 CONSTRUCTION WARRANTY. The Developer will warrant construction of the Plaza for a period of one (1) calendar year following Turnover.

Section 6.04 OPERATIONS AND MAINTENANCE. The City will be responsible for operating and maintaining the Plaza following Turnover. If desired, the Developer can work with, and provide input to, the City, or its managing entity, for events in the Plaza.

ARTICLE VII. INSURANCE AND INDEMNIFICATION

Section 7.01 INSURANCE. The Developer shall secure insurance during the construction of the Plaza in such amounts as it deems necessary. Such insurance shall name the City as an additional insured.

Section 7.02 INDEMNIFICATION. The Developer will indemnify, protect, defend, and hold harmless the City, and its officers and employees, from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the City to the extent caused by the duties, responsibilities, or obligations assigned to the

Developer by this Agreement or the negligence of or breach of any provisions of this Agreement by the Developer or a person employed or contracted by the Developer.

ARTICLE VIII. INVOICING AND PURCHASE PRICE

Section 8.01 INVOICES. As set forth in Section 5.07, the Developer will provide invoices to the City evidencing the construction of the Plaza. The City reserves the right to request additional documentation from the Developer to support invoices submitted by the Developer and to dispute charges submitted by the Developer. Such invoices shall not exceed the Budget amount set for such items or amendments thereto, if any. In the event the invoices do exceed the Budget, or amended amount, the City shall only be responsible for remitting payment to the Developer in the amount of the Budget, or amended, amount.

Section 8.02 PURCHASE. On the date of Transfer, the City will remit any undisputed amounts to the Developer for purchase of the Plaza and Lot 6. The City and the Developer will engage in Good Faith negotiations to resolve any disputed amount, but if not resolved, such dispute shall proceed according to the dispute resolution procedure set forth in Article X.

Section 8.03 WARRANTY DEED. On the date of Transfer, the Developer will transfer the Plaza and Lot 6 to the City through a warranty deed. The City will be responsible for paying any and all costs and expenses for recording such deed and for title work based on the updated abstract provided by the Developer.

ARTICLE IX. TERMINATION

Section 9.01 TERMINATION. This Agreement will automatically terminate sixty (60) calendar days following the date of Transfer; provided, however, if there are disputed amounts of the purchase price remaining, this Agreement shall remain in effect until the resolution of such disputed amounts.

Section 9.02 WRITTEN AGREEMENT. The Parties may mutually agree, in writing, to terminate this Agreement.

Section 9.03 BREACH. Either Party may terminate this Agreement without termination fee, penalty, or liquidated damages if the other Party commits a breach of any material obligation under this Agreement; provided that if a Party shall, by any act or omission, be in breach of any material obligation under this Agreement and such breach shall continue for a period of fourteen (14) days after written notice thereof has been given by the Party to the offending Party, the Party shall have the right to terminate this Agreement with immediate effect by notice to the offending Party.

Section 9.04 MASTER DEVELOPMENT AGREEMENT. In the event the Master Development Agreement is terminated, this Agreement will also terminate.

ARTICLE X. DISPUTE RESOLUTION

Section 10.01 INTENT AND PROCEDURE. The Parties will cooperate and use their Best Efforts to ensure that the various provisions of this Agreement are fulfilled. The Parties agree to act in Good Faith to undertake resolution of disputes in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the Parties, the Parties will use the following procedure.

Section 10.02 MEDIATION. If there is a failure between the Parties to resolve a dispute on their own, the Parties will first attempt to mediate the dispute. The Parties will agree upon a single mediator or, if an agreement cannot be reached within ten (10) calendar days, each Party will propose two (2) potential individuals to serve as mediator, for a total of four (4) individuals. The Parties will then select a mediator by alternatively striking the names of the proposed individuals, with the City striking first, followed by the Developer. The Parties will each pay fifty percent (50%) of any costs for mediation services.

Section 10.03 LITIGATION. If the dispute is not resolved within forty-five (45) calendar days after the selection of the mediator pursuant to the prior Section, the Parties may litigate the matter.

Section 10.04 VENUE. All litigation between the Parties arising out of or pertaining to this Agreement or its breach will be filed, heard, and decided in the District Court of Cass County, North Dakota, which will have exclusive jurisdiction and venue.

Section 10.05 WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THAT ANY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING, COUNTERCLAIM, OR DEFENSE BASED UPON THIS AGREEMENT, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT, OR WITH RESPECT TO ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF ANY PARTY HERETO RELATING TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ALL PARTIES ENTERING INTO THIS AGREEMENT. THIS PROVISION APPLIES ONLY TO SUITS BETWEEN THE PARTIES AND DOES NOT APPLY TO THIRD PARTY CLAIMS OR SUITS.

ARTICLE XI. MISCELLANEOUS

Section 11.01 ASSIGNMENT. Neither Party may assign this Agreement without the prior written consent of the other Party. The Parties' rights and obligations under this Agreement will be passed to the assignees to which those rights and obligations have been permissibly assigned.

Section 11.02 MODIFICATION. This Agreement may be amended or modified only by the written mutual consent of both Parties unless otherwise provided herein.

Section 11.03 GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of North Dakota.

Section 11.04 INDEPENDENT CONTRACTOR. In the performance of this Agreement, it is mutually understood and agreed the Developer, its directors, and its employees are at all times acting and performing as an independent contractor and not as an employee, joint venture, agent, partner, or lessee of the City. The City shall not exercise control or direction over the specific methods by which the Developer performs this Agreement; the sole interest and responsibility of the City shall be to ensure that work covered by this Agreement is rendered in accordance with the terms and conditions hereof. The Developer, its directors, and its employees shall not have any claim under this Agreement against the City for workers' compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, social security benefits, disability insurance benefits, unemployment insurance benefits, or other employee benefits, all of which shall be the sole responsibility of the Developer. The Developer shall indemnify and hold harmless the City from any and all loss or liability, if any, arising with respect to any of the foregoing benefits or withholding requirements.

Section 11.05 SEVERABILITY. In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.

Section 11.06 WAIVER. No waiver of any Party of any right or remedy pursuant to this Agreement will be deemed to be a waiver of any other or subsequent right or remedy pursuant to this Agreement. The consent of one Party to any act by the other Party requiring such consent will not be deemed to render unnecessary the obtaining of consent to any subsequent act for which consent is required, regardless of whether similar to the act for which consent is given.

Section 11.07 NO THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement is intended or will be construed as creating or conferring any right, benefits, or remedies upon, or creating any obligations of the Parties hereto toward, any person or entity not a party to this Agreement, except those rights expressly contained herein.

Section 11.08 ENTIRE AGREEMENT. This Agreement contains the entire and exclusive understanding of the Parties with respect to the subject matter thereof and supersedes all prior agreements, understandings, statements, representations, and negotiations, in each case oral or written, between the Parties with respect to their subject matter, except as otherwise provided herein.

Section 11.09 SURVIVAL. The indemnification, limitations, releases, obligations, and all other provisions which by their inherent character should survive expiration or earlier termination of this Agreement will survive the expiration or earlier termination of this Agreement.

Section 11.10 AUTHORIZED REPRESENTATIVES.

(a) The City and the Developer each hereby designate the following individual as its initial representatives, respectively, to administer this Agreement on its respective behalf:

- (1) City Representative: City Administrator
- (2) Developer Representative: Todd N Bernis

(b) The representatives will be reasonably available to each other during the term of this Agreement and will have the authority to issue instructions and other communications on behalf of the City and the Developer, respectively, and will be the recipients of notices and other written communications from the other Party pursuant to this Agreement, except to the extent expressly authorized by the City or the Developer, as the case may be, in writing.

(c) In the event either the City or the Developer designates a different representative, it will give the other Party written notice of the identity of and contact information for the new representative, as the case may be.

Section 11.11 NOTICE.

(a) All notices under this Agreement shall be in writing and: (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) sent by a recognized overnight mail or courier service, with delivery receipt requested; and (iv) sent by email communication followed by a hard copy, to the following addresses.

(b) All notices to the City shall be marked as regarding this Agreement and shall be delivered to the following address or as otherwise directed by the City Representative:

City of West Fargo
Attn: City Representative
800 Fourth Avenue East
Suite 1
West Fargo, ND 58078

(c) All notices to the Developer shall be marked as regarding this Agreement and shall be delivered to the following address or as otherwise directed by the Developer Representative:

Sheyenne 32, LLC
Attn: Developer Representative
Todd N Bernis
P.O. Box 879
Minot, ND 58702

(d) Notices shall be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U.S. Postal Service, private courier, or other person making the delivery. Notwithstanding the foregoing, notices sent by facsimile after 4:00 p.m. CDT and all other

notices received after 5:00 p.m. shall be deemed received on the first calendar day following delivery.

Section 11.12 FORCE MAJEURE. Neither Party will be liable to the other during any period in which its performance is delayed or prevented, in whole or in part, by any of the following circumstances: war, civil war, invasion, violent act of foreign enemy, or armed conflict; nuclear, chemical, or biological contamination; ionizing radiation; or any act of terrorism. If such a circumstance occurs, the Party claiming the delay must undertake reasonable action to notify the other Party of the same.

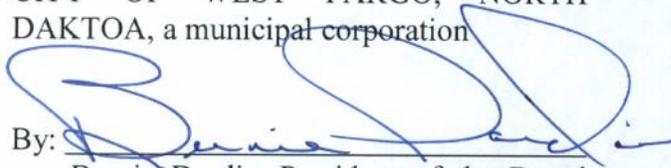
IN WITNESS WHEREOF, the City and the Developer caused this Agreement to be executed.

(Remainder of page intentionally left blank.)

Signature Page for the City of West Fargo, North Dakota

The governing body of the City of West Fargo, North Dakota, approved this Agreement on the ___ day of _____, 2019.

CITY OF WEST FARGO, NORTH
DAKOTA, a municipal corporation

By: 
Bernie Dardis, President of the Board
of the City Commissioners

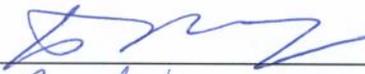
ATTEST:



Tina Fisk, City Auditor

Signature Page for Sheyenne 32, LLC

SHEYENNE 32, LLC, a limited liability company

By: 
Its: President
Todd N Dornig
Date: 7/31/19

Consent Agenda Item: c

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION SETTING RATES AND CHARGES FOR WATER AND SEWER SERVICES

WHEREAS, The City of West Fargo, pursuant to Title IX of the Revised Ordinances of 1990 of the City of West Fargo, has established that the rates and charges for water and sewer services shall be in such amounts as shall be established by resolution of the Board of City Commissioners.

WHEREAS, the City desires to set the fees pursuant to Title IX.

NOW THEREFORE, be it resolved as follows:

That pursuant to Section 9-0108 of the Revised Ordinances of 1990 of the City of West Fargo, the amount to recontinue water or sewer service shall be the payment of a \$100 turn-on fee plus full payment of past-due charged, and shall remain the same unless amended by the City by resolution of the City Commission. A late fee shall also be charged in the amount of \$10, and a \$20 fee shall be assessed for all returned checks and returned ACH payments.

That pursuant to Section 9-0201.1, a fee in the amount of \$50 shall be charged for a water service connection permit, in addition to the cost of a water meter.

That pursuant to Section 9-0202 of the Revised Ordinances of 1990 of the City of West Fargo, if the utility finds evidence of willful or intentional bypassing, tampering, or unauthorized metering, then a penalty will be imposed in the amount of \$250 for a first offense, \$500 for a second offense, and for a third offense to recover \$1,000 or three times the amount of the actual loss, whichever is greater, plus reasonable expenses as set out in the ordinance.

That pursuant to Section 9-0230 of the Revised Ordinances of 1990 of the City of West Fargo, the minimum service charge for water service shall be \$7.00. In addition to the minimum service charge, all users will pay an additional \$7.00 per 1,000 gallons of water used. Further, a fifty percent (50%) surcharge will be added to all users receiving water service outside of the City's jurisdictional boundary. An additional surcharge in the amount of \$0.50 to be used for funding the City's vector control program, and an additional surcharge in the amount of \$0.50 to be used for funding grass and tree maintenance on public property shall be added to all water bills. Said amounts shall remain the same unless amended by the City by resolution of the City Commission.

That pursuant to Section 9-0305 of the Revised Ordinances of 1990 of the City of West Fargo, the minimum service charge to residential and premises shall be \$9.00 for flows up to 10,000 gallons. In addition to the minimum service charge, all residential premises shall pay an additional charge of \$1.00 per 1,000 gallons for all flows greater than 10,000 gallons of water per month. All non-residential premises shall pay a charge of \$1.00 for every 1,000 gallons of water used each month. All users of the West Fargo sewer treatment works that are located outside the city limits of the City of West Fargo and discharge more than 1,000,000 gallons per month into the sewage treatment facilities of the City shall pay an additional \$1.50 for every 1,000 gallons. Said amounts shall remain the same unless amended by the City by resolution of the City Commission.

That pursuant to Section 9-0306 of the Revised Ordinances of 1990 of the City of West Fargo, the surcharge rate for any non-residential user with a 5-day Biochemical Oxygen Demand (BOD5) greater than 250 mg/l BODs and Total Suspended Solids (TSS) greater than 300 mg/l TSS will be assessed a surcharge as follows:

BODs:

If the mg/l of BODs is under 400 mg/l, the surcharge shall be 1.5¢ per 1,000 gallons for each 25 mg/l or fraction thereof over 250 mg/l.

If the mg/l of BODs is in excess of 400 mg/l but less than 600 mg/l, there shall be a surcharge of 2¢ per 1,000 gallons for each 25 mg/l or fraction thereof over 250 mg/l.

If the mg/l of BODs is in excess of 600 mg/l, there shall be a surcharge of 5¢ per 1,000 gallons for each 25 mg/l or fraction thereof over 250 mg/l.

TSS:

If the TSS are less than 500 mg/l, the surcharge shall be 1¢ per 1,000 gallons for each 25 mg/l or fraction thereof over 300 mg/l.

If the mg/l of BODs is in excess of 500 mg/l but less than 800 mg/l, there shall be a surcharge of 1.5¢ per 1,000 gallons for each 25 mg/l or fraction thereof over 300 mg/l.

If the mg/l of BODs is in excess of 800 mg/l, there shall be a surcharge of 4¢ per 1,000 gallons for each 25 mg/l or fraction thereof over 300 mg/l.

Said surcharge shall remain the same unless amended by the City by resolution of the City Commission.

That pursuant to Section 9-0308 of the Revised Ordinances of 1990 of the City of West Fargo, a monthly service charge in the amount of \$20 shall be charged to those having a private water supply and discharging into the City's sewer system. Said service charge Said surcharge shall remain the same unless amended by the City by resolution of the City Commission.

That pursuant to Section 9-0314 of the Revised Ordinances of 1990 of the City of West Fargo, a permit and inspection fee in the amount of \$50 shall be paid to the City at the time of application for a private wastewater disposal system. Said fee shall remain the same unless amended by the City by resolution of the City Commission.

That pursuant to Section 9-0316 of the Revised Ordinances of 1990 of the City of West Fargo, an inspection fee in the amount of \$50 shall be paid to the City at the time of application for out of city sewer connection. Said fee shall remain the same unless amended by the City by resolution of the City Commission.

That pursuant to Section 9-0319 of the Revised Ordinances of 1990 of the City of West Fargo, a fee in the amount of \$50 shall be paid to the City at the time of the application for sewer

service connection. Said fees shall remain the same unless amended by the City by resolution of the City Commission.

That pursuant to Section 9-0328 of the Revised Ordinances of 1990 of the City of West Fargo, a monthly surcharge in the amount of \$100 shall be imposed and added to every sewer billing to property owners who are not in compliance with the prohibition of the discharge of storm water, groundwater, roof runoff, yard drainage, yard fountain, or pond overflow into the sanitary collection system. A seasonal waiver may be granted for a fee of \$50. A permanent waiver may be granted for a fee of \$10 per month. The owner of property found to have tampered with a seasonal seal placed on a sump pump discharge valve will be charged a monthly surcharge of \$100 for each month between the discovery of the tampering and the last inspection by City Staff. If a sump pump connection for a new structure is determined to be illegally connected, or here is another connection or device or lack of a plug which allows surface runoff or groundwater to enter into the sanitary sewer system, either permanently or temporarily, there shall be an administrative fine in the amount of \$500. There shall be an additional \$100 administrative fine for each day such a violation exists. Said fees and fines shall remain the same unless amended by the City by resolution of the City Commission.

Dated: July 15, 2019.

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

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



APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT
 OFFICE OF ATTORNEY GENERAL
 SFN 9338 (9-2009)

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

Name of Non-profit Organization West Fargo Lions Club		Date(s) of Activity 8/1/2019 to 2/1/2020	
Person Responsible for the Gaming Operation and the Disbursement of Net Income Justin Buchholz		Title Vp	Business Phone Number (701) 471-0320
Business Address C/o Shannon Dye 409 Sheyenne Street		City West Fargo	State ND
Mailing Address (if different)		City	Zip Code 58078-0000
Name of Site Where Game(s) will be Conducted Silver Dollar Bar		Site Address 221 Sheyenne St	
City West Fargo		State ND	County Cass
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit. <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *			

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Meat Raffle	Meat Bundles	\$300.00			
Meat Raffle	Meat Bundles	\$300.00			
Meat Raffle	Meat Bundles	\$300.00			
Meat Raffle	Meat Bundles	\$300.00			
Meat Raffle	Meat Bundles	\$300.00			
Meat Raffle	Meat Bundles	\$300.00			
Total:					(Limit \$12,000 per year) \$ 1,800.00

Intended uses of gaming proceeds: Charitable giving in the WF Community (scholarships, eye exams, glasses)

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

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

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

Signature of Organization's Top Executive Official 	Date 7-10-19	Title President	Business Phone Number 701 471 0593
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*Cash \$10.00
Pd 7-10-19*



City Commission Agenda Item Request

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

Office Use:

Regular Agenda Item #:

Consent Agenda Item #:

Agenda Item Information:

Contact Name: *

Chad Zander - Public Works

Phone Number: *

7013062646

Email Address:

chad.zander@westfargond.gov

Date *

7/11/2019

Topic for Consent or Regular Agenda?

Please select one option:

Consent Agenda

Regular Agenda

Please Briefly Describe Your Request *

Addition of tracked vehicle section to the City's overdimensional policy

Site Address or Legal Description (if applicable)

810 12th Ave. NW

Action Being Requested from City Commission *

addition of tracked vehicle weights to the existing overdimensional policy

Upload Additional Documentation (Optional):

Tracked Vehicle Weights.pdf

409.36KB



Tracked Vehicle Weight Limits

Weights for non-metallic tracked vehicles shall not exceed the weight limits listed below. Track length is the distance of the track in contact with the roadway. The length will be rounded to the nearest foot. Tracks shall not have spurs, bars, angle irons, or cleats which can damage the roadways.

Track Length in Feet	Maximum Weight in Pounds
4-7	34,000
8	42,000
9	42,500
10	45,000
11	46,000
12	47,000
13	48,500
14	49,500
15	50,500
16	51,500
17	54,000
18	55,000
19	56,000
20	57,000
21	58,000
22	59,000
23	60,000
24	61,000
25	62,000
26	63,000
27	64,000
28	65,000

Continued





Tracked Vehicle Weight Limits - Continued

Track Length in Feet	Maximum Weight in Pounds
29	66,000
30	67,000
31	68,000
32	69,000
33	70,000
34	71,000
35	72,000
36	73,000
37	74,000
38	75,000
39	76,000
40	77,000
41	78,000
42	79,000
43	80,000

A fee of \$5.00 for every 1,000 pounds over the allowable weights will be assessed.

June 27, 2019

John T. Shockley
Ohnstad Twichell P.C.
444 Sheyenne Street, Suite 102
PO Box 458
West Fargo, ND 58078

RE: Appeal to West Fargo Liquor Control Board Decision

Dear John T. Shockley:

I am writing to appeal the West Fargo Liquor Control Board's decision not to renew the liquor license held by Awake LLC for Awake Lounge, a business establishment located on 1410 Ninth Street E, Suite 501, West Fargo, ND.

I am Ritchell Aboah, general manager of Awake LLC. I am cognizant of the complaints regarding the noise generated by the Awake Lounge and I would like to apologize for any inconvenience this has caused the nearby residents and the West Fargo Police Department.

We are in the process of converting the Awake Lounge into a restaurant specializing in African and Caribbean cuisine. We have hired 2 chefs to work at our upcoming restaurant which we plan to open on August 1, 2019. I strongly believe that having an African Caribbean restaurant will be a positive addition to our increasingly diverse West Fargo community. It will provide residents a great place to enjoy family celebrations, fine dining, and a quiet place to relax and enjoy our unique cuisine.

We have personally invested about \$47,000 into this business venture by purchasing 2 commercial refrigerators, 2 freezers, and a ZLine stainless steel electric oven range and ventilation system. Awake Lounge has only been in operation for 1 year and we still have 4 years remaining on our 5-year commercial lease. We have tried asking our landlord to allow us to get out of our lease or to allow us to move to a different commercial location. But unfortunately, they do not have any alternative locations and have refused to let us out of our current lease.

We were not informed at the outset by the leasing company that our location is not supposed to operate as a bar and lounge in accordance with West Fargo City Ordinance Section 12-0712. Under the contract that we signed, we are liable to pay them \$3,800 rent per month for 5 years. Furthermore, we were not informed that there were 3 previous businesses which had to move out of this location because of noise complaints.

If our liquor license will not be renewed, we will not be able to compete with the other excellent restaurants in West Fargo. Our restaurant will not be able to stay afloat or make a profit. This will cause us extreme financial hardship and may force us into bankruptcy.

As the general manager of our upcoming restaurant, I will ensure that our establishment will strictly follow all City of West Fargo ordinances, especially the no noise and loud partying ordinance, out of respect for our neighbors' quiet enjoyment of their properties.

Sincerely yours,

Ritchell Aboah
General Manager
Awake Lounge LLC

cc: West Fargo Chief of Police

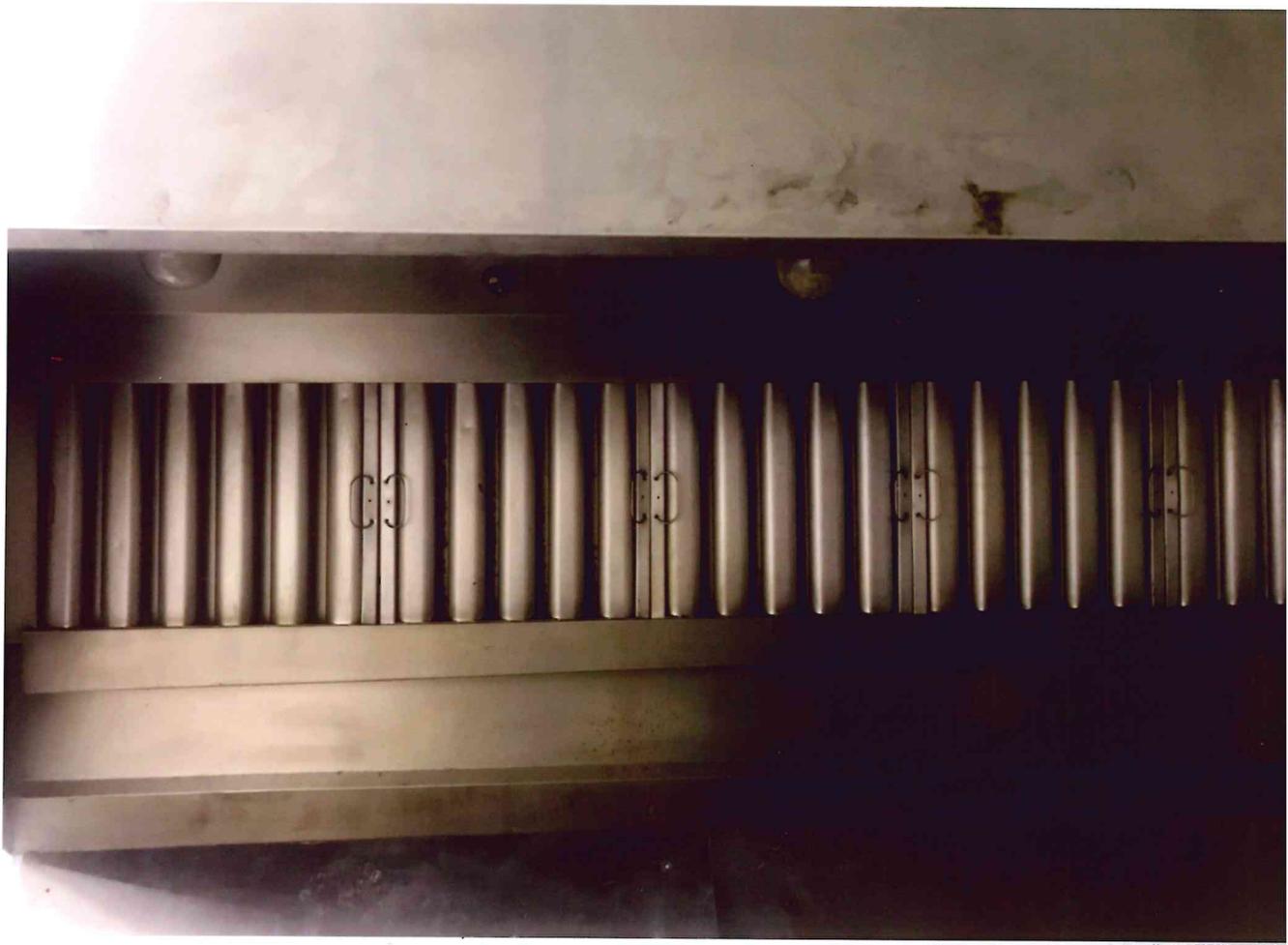












Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION FINDING THAT PETITION FOR VACATION
IS IN PROPER FORM AND CONTAINS THE REQUIRED SIGNATURES

WHEREAS, a Petition for Vacation of the right-of-way contained in the map attached to this Resolution was filed with the West Fargo City Commission; and

WHEREAS, the Petition for Vacation is in proper form and contains the required signatures.

NOW, THEREFORE, BE IT RESOLVED that the Petition shall be filed with the City Auditor, who is directed to give notice by publication in the official newspaper of the City of West Fargo at least once each week for a period of four weeks. The Notice shall state that the Petition has been filed, and that it will be heard and considered by the West Fargo City Commission on Monday, August 19, 2019, at 5:30 p.m.

Dated: July 15, 2019.

APPROVED:

President of the Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. and upon roll call vote, the following voted in favor thereof:

_____. The

following were absent and not voting: _____. The following voted against the same:

_____. The majority having voted aye, the resolution was declared duly passed and

adopted.



ENGINEERING DEPARTMENT

800 4 Ave E, Suite 1
West Fargo, ND 58078
701.433.5300
www.westfargond.gov

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

OFFICE USE:
AGENDA ITEM # 5

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

1. CONTACT PERSON(S):
 - Dustin T. Scott, City Engineer (433-5425)
2. DATE OF MEETING: **July 15, 2019**
3. DESCRIPTION OF REQUEST:
 - Review letter prepared by Moore Engineering including bid results and a recommendation to award a construction contract for "Water Distribution Project No. 1312 (Ph. 1) & Project No. 1313".
 - Review Engineer's Statement of Cost for "Water Distribution Project No. 1312 (Ph. 1) & Project No. 1313" (pursuant to N.D.C.C. 40-22-29 NOTE: this requirement only applies to improvements funded by special assessments).
4. LOCATION (address; legal; etc.):
 - Project No. 1312 (Ph. 1) - 15th St NW (Main to 13th Ave)
 - Project No. 1313 - 9th St NE (Main to 12th Ave) and
5. ACTION(S) REQUESTED:
 - Award construction contractor for "Water Distribution Project No. 1312 (Ph. 1) & Project No. 1313" to **KPH, Inc.** in the amount of **\$2,497,306.70**

ADDITIONAL INFORMATION:

- The Board of City Commissioners reviewed the Preliminary Engineer's Report and authorized Advertisement of Bid Documents on June 3, 2019.
- The total estimated construction cost identified in the *Engineer's Report* was \$2,448,379.00 (including contingencies) and the total estimated construction in the attached *Engineer's Statement of Cost* is \$2,623,000 (including contingencies), which is 7.1% higher (below the 40% threshold requirement of N.D.C.C. 40-22-29...NOTE: this requirement only applies to improvements funded by special assessments).



925 10th Avenue East
Suite 1
West Fargo, ND 58078

P: 701.282.4692
F: 701.282.4530



July 11, 2019

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

Re: Water Improvement Project No. 1312 & 1313
Water Distribution Loop – 15th St W; Water Distribution Loop – 9th St NE
West Fargo, ND

Dear Dustin:

Bids were opened for the above referenced project on July 2, 2019 at 2:00 p.m. at West Fargo City Hall. The bids were compiled and the bid tabulation is enclosed for your review.

I hereby recommend award of contract to KPH, Inc. for their bid of \$2,497,306.70.

Our Engineer's Opinion of Probable Cost with the Engineer's Report was \$2,448,379.00 (including contingencies).

Also enclosed is the Engineer's Statement of Cost showing an estimated Total Construction of \$2,623,000, including about 5% of contingencies. Please review, and if approved, sign the letter and return.

Please note that the State Water Commission has agreed to cost share an amount not to exceed \$510,000 for Project No. 1313 and an amount not to exceed \$1,100,000 for Project No. 1312 which is being bid out in two separate phases. The reimbursement is for eligible costs for 60% of construction costs incurred.

Lastly, please review and provide comment at your earliest convenience. If you do not have any questions or comments, please present it to the West Fargo City Commission. To meet the project's proposed schedule, the Contract is anticipated to be awarded by the City Commission on July 15, 2019. If the Contract is awarded by the Commission, please sign, date, and return the enclosed Notice of Award.

Sincerely,

Erik Gilbertson, PE
Project Engineer

Enclosures:
Bid Tabulations
Notice of Award
Engineer's Statement of Cost



Water Improvement Projects No. 1312 & 1313
 Water Distribution Loop – 15th St W
 Water Distribution Loop – 9th St NE
 West Fargo ND
 Project No. 19923
 Bid Date: July 2, 2019

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

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

BID ITEM NO. & DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
1. Fiber Rolls 12In	LF	1,010	\$4.00	\$4,040.00	\$3.25	\$3,282.50
2. Inlet Protection-Special	EA	20	\$190.00	\$3,800.00	\$125.00	\$2,500.00
3. Clearing & Grubbing	L SUM	1	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
4. Removal of Concrete Pavement	SY	922	\$13.00	\$11,986.00	\$15.00	\$13,830.00
5. Removal of Curb & Gutter	LF	400	\$6.00	\$2,400.00	\$10.00	\$4,000.00
6. Removal of Bituminous Surfacing	SY	1,366	\$13.00	\$17,758.00	\$5.00	\$6,830.00
7. Removal of Culverts-All Types & Sizes	LF	110	\$15.00	\$1,650.00	\$20.00	\$2,200.00
8. Excavation & Disposal Of Contaminated Soil	CY	675	\$130.00	\$87,750.00	\$60.00	\$40,500.00
9. Remove Existing Fence	LF	810	\$10.00	\$8,100.00	\$8.20	\$6,642.00
10. Removal of Gate Valve	EA	19	\$650.00	\$12,350.00	\$400.00	\$7,600.00
11. Removal of Hydrant	EA	9	\$650.00	\$5,850.00	\$800.00	\$7,200.00
12. Removal of Water Main	LF	910	\$10.00	\$9,100.00	\$10.00	\$9,100.00
13. Abandonment of Pipe	LS	1	\$12,500.00	\$12,500.00	\$12,000.00	\$12,000.00
14. Disposal of Groundwater	GAL	10,000	\$2.50	\$25,000.00	\$0.70	\$7,000.00
15. Removal of Asbestos Concrete Pipe	LF	585	\$40.00	\$23,400.00	\$35.00	\$20,475.00
16. Jacked Pipe - 24"	LF	223	\$725.00	\$161,675.00	\$590.00	\$131,570.00
17. Directional Drill - 8"	LF	428	\$85.00	\$36,380.00	\$135.00	\$57,780.00
18. Directional Drill - 12"	LF	126	\$150.00	\$18,900.00	\$181.00	\$22,806.00
19. Directional Drill - 16"	LF	794	\$195.00	\$154,830.00	\$220.00	\$174,680.00
20. Fittings	LBS	10,535	\$6.00	\$63,210.00	\$4.00	\$42,140.00
21. Fittings - NBR	LBS	2,154	\$9.00	\$19,386.00	\$6.00	\$12,924.00
22. Meter Pit	EA	2	\$47,500.00	\$95,000.00	\$40,000.00	\$80,000.00
23. Tapping Sleeve & Valve - 8" x 8"	EA	1	\$8,000.00	\$8,000.00	\$6,500.00	\$6,500.00
24. Water Main - 12"	LF	795	\$50.00	\$39,750.00	\$80.00	\$63,600.00
25. Water Main - 16"	LF	8,452	\$70.00	\$591,640.00	\$99.00	\$836,748.00
26. Water Main - 16" - NBR	LF	737	\$80.00	\$58,960.00	\$105.00	\$77,385.00
27. Water Main - 6"	LF	231	\$50.00	\$11,550.00	\$55.00	\$12,705.00
28. Water Main - 6" - NBR	LF	24	\$50.00	\$1,200.00	\$55.00	\$1,320.00
29. Water Main - 8"	LF	1,940	\$45.00	\$87,300.00	\$65.00	\$126,100.00
30. Water Service Connection - 1"	EA	3	\$1,500.00	\$4,500.00	\$1,200.00	\$3,600.00
31. Water Service Line - 1"	LF	105	\$15.00	\$1,575.00	\$39.00	\$4,095.00
32. Water Service Connection - 2"	EA	1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
33. Water Service Line - 2"	LF	130	\$17.00	\$2,210.00	\$50.00	\$6,500.00
34. Water Service Line Adjustments	EA	1	\$3,500.00	\$3,500.00	\$1,000.00	\$1,000.00
35. Gate Valve & Box - 12"	EA	5	\$4,000.00	\$20,000.00	\$3,500.00	\$17,500.00
36. Gate Valve & Box - 16"	EA	14	\$10,000.00	\$140,000.00	\$8,640.00	\$120,960.00
37. Gate Valve & Box - 16" - NBR	EA	3	\$10,500.00	\$31,500.00	\$8,820.00	\$26,460.00
38. Gate Valve & Box - 6"	EA	21	\$1,900.00	\$39,900.00	\$1,530.00	\$32,130.00
39. Gate Valve & Box - 6" - NBR	EA	3	\$1,950.00	\$5,850.00	\$1,360.00	\$4,080.00
40. Gate Valve & Box - 8"	EA	11	\$2,500.00	\$27,500.00	\$2,100.00	\$23,100.00
41. Gate Valve & Box - 8" - NBR	EA	3	\$2,750.00	\$8,250.00	\$2,160.00	\$6,480.00

Water Improvement Projects No. 1312 & 1313
 Water Distribution Loop – 15th St W
 Water Distribution Loop – 9th St NE
 West Fargo ND
 Project No. 19923
 Bid Date: July 2, 2019

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

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

BID ITEM NO. & DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
42. Reset Gate Valve & Box	EA	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
43. Hydrant - 6"	EA	23	\$5,150.00	\$118,450.00	\$5,270.00	\$121,210.00
44. Hydrant - 6" - NBR	EA	3	\$5,200.00	\$15,600.00	\$5,300.00	\$15,900.00
45. Reset Hydrant	EA	1	\$2,000.00	\$2,000.00	\$2,400.00	\$2,400.00
46. Sample Station	L SUM	1	\$4,000.00	\$4,000.00	\$3,530.00	\$3,530.00
47. Pipe Corr Steel .064In 18In	LF	80	\$45.00	\$3,600.00	\$48.00	\$3,840.00
48. Pipe Corr Steel .064In 24In	LF	30	\$60.00	\$1,800.00	\$62.00	\$1,860.00
49. End Sect Corr Steel .064In 18In	EA	3	\$1,500.00	\$4,500.00	\$500.00	\$1,500.00
50. End Sect Corr Steel .064In 24In	EA	3	\$1,600.00	\$4,800.00	\$600.00	\$1,800.00
51. Borrow-Excavation CV	CY	675	\$15.00	\$10,125.00	\$10.00	\$6,750.00
52. Aggregate Base Course Cl 5	TON	1,296	\$27.00	\$34,992.00	\$25.00	\$32,400.00
53. Rock Bedding - 1.25"	CY	200	\$45.00	\$9,000.00	\$0.01	\$2.00
54. Aggregate Surface Course Cl 5	TON	350	\$27.00	\$9,450.00	\$25.00	\$8,750.00
55. Geosynthetic Material Type R1	SY	2,689	\$2.30	\$6,184.70	\$2.00	\$5,378.00
56. Superpave FAA 42	TON	501	\$180.00	\$90,180.00	\$150.00	\$75,150.00
57. 8In Reinf Concrete Pavement Cl Ae	SY	125	\$155.00	\$19,375.00	\$110.00	\$13,750.00
58. 10In Non Reinf Concrete Pvmt Cl Ae-Doweled	SY	599	\$165.00	\$98,835.00	\$120.00	\$71,880.00
59. Curb & Gutter-Type I	LF	400	\$40.00	\$16,000.00	\$35.00	\$14,000.00
60. Driveway Concrete 7In Reinforced	SY	133	\$100.00	\$13,300.00	\$65.00	\$8,645.00
61. Pigmented Imprinted Concrete	SY	26	\$300.00	\$7,800.00	\$120.00	\$3,120.00
62. Sidewalk Concrete 4In	SY	74	\$90.00	\$6,660.00	\$55.00	\$4,070.00
63. Sidewalk Concrete 6In	SY	20	\$95.00	\$1,900.00	\$62.00	\$1,240.00
64. Driveway Concrete 8In Reinforced	SY	8	\$180.00	\$1,440.00	\$75.00	\$600.00
65. Detectable Warning Panels	SF	52	\$60.00	\$3,120.00	\$45.00	\$2,340.00
66. Fence Chain Link	LF	60	\$150.00	\$9,000.00	\$130.00	\$7,800.00
67. Fence Chain Link With Barbed Wire	LF	860	\$45.00	\$38,700.00	\$41.00	\$35,260.00
68. Fence Remove & Reset	LF	170	\$50.00	\$8,500.00	\$41.00	\$6,970.00
69. Preformed Patterned Pvmt Mk 6In Line-Grooved	LF	150	\$14.00	\$2,100.00	\$12.00	\$1,800.00
70. Preformed Patterned Pvmt Mk 8In Line-Grooved	LF	150	\$18.00	\$2,700.00	\$16.00	\$2,400.00
71. Preformed Patterned Pvmt Mk 24In Line-Grooved	LF	40	\$55.00	\$2,200.00	\$50.00	\$2,000.00
72. Pref Patt Pvmt Mk 5In Line Contrast-Grooved	LF	20	\$40.00	\$800.00	\$34.00	\$680.00
73. Pref Patt Pvmt Mk 7In Line Contrast-Grooved	LF	10	\$60.00	\$600.00	\$38.00	\$380.00
74. Seeding Class III	ACRE	13.1	\$1,800.00	\$23,580.00	\$1,150.00	\$15,065.00
75. Hydraulic Mulch	ACRE	13.1	\$2,100.00	\$27,510.00	\$1,800.00	\$23,580.00
76. Ecb Type 1	SY	2,150	\$2.50	\$5,375.00	\$2.20	\$4,730.00
77. Reset Sign Support	EA	18	\$160.00	\$2,880.00	\$140.00	\$2,520.00
78. Traffic Control	L SUM	1	\$22,500.00	\$22,500.00	\$15,000.00	\$15,000.00
79. Storm Water Management	L SUM	1	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00
80. Flexible Delineators	EA	3	\$110.00	\$330.00	\$90.00	\$270.00
81. Concrete Median Nose Paving	SY	9	\$130.00	\$1,170.00	\$160.00	\$1,440.00
TOTAL OF ALL BID PRICES				\$2,497,306.70		\$2,566,832.50

NOTICE OF AWARD

Date of Issuance: July 15, 2019

Owner: City of West Fargo

Owner's Contract No.:

Engineer: Moore Engineering, Inc.

Engineer's Project No.: 19922 /19923

Project: Water Improvement Project No. 1312 & 1313 Contract Name: Water Distribution Loop – 15th St W
Water Distribution Loop – 9th St NE

Bidder: KPH, Inc.

Bidder's Address: 9530 39th St S, Fargo, ND 58104

TO BIDDER:

You are notified that Owner has accepted your Bid dated July 2, 2019 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Water Improvement Project No. 1312 & 1313.

The Contract Price of the awarded Contract is: \$2,497,306.70

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

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

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

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

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

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

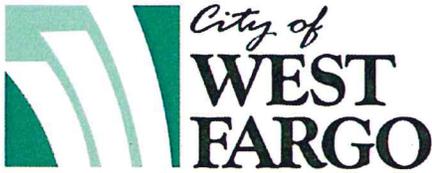
Owner: City of West Fargo

Authorized Signature

By: Bernie L. Dardis

Title: President of the Board of City Commissioners

Copy: Engineer



ENGINEERING DEPARTMENT

800 4 Ave E, Suite 1
West Fargo, ND 58078
701.433.5330
www.westfargond.gov

July 11, 2019

Board of City Commissioners
City of West Fargo
800 4th Avenue East
West Fargo, ND

Re: Water Improvement Project No. 1312 & 1313
Water Distribution Loop – 15th St W (Main Ave to 13th Ave W)
Water Distribution Loop - 9th St NE (Main Ave to 12th Ave NE)

WHEREAS, bids were opened and filed for Water Improvement Project No. 1312 & 1313 for the City of West Fargo, North Dakota; and

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

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

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

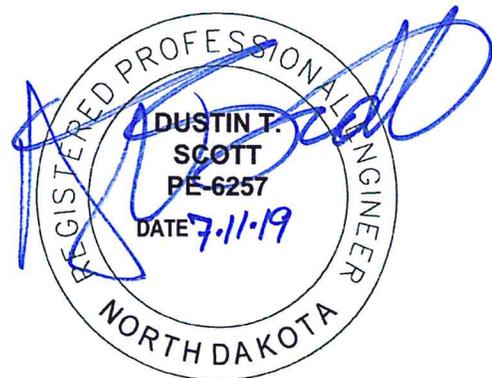
That the following (and/or attached hereto) is a detailed statement of the estimated cost for work described as Water Improvement Project No. 1312 & 1313 of the City of West Fargo, North Dakota.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 11th day of July, 2019.

DUSTIN T. SCOTT
ND REG. NO. 6257

A handwritten signature in blue ink, appearing to read "Dustin T. Scott".

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



Water Improvement Projects No. 1312-Phase I & 1313
Water Distribution Loop – 15th St W; Water Distribution Loop – 9th St NE
West Fargo ND

ENGINEER'S STATEMENT OF ESTIMATED COST

<i>BID ITEM NO. & DESCRIPTION</i>		<i>UNIT</i>	<i>ESTIMATED QUANTITY</i>	<i>BID UNIT PRICE</i>	<i>BID PRICE</i>
1.	261.0112 Fiber Rolls 12In	LF	1,010	\$4.00	\$4,040.00
2.	PLAN Inlet Protection-Special	EA	20	\$190.00	\$3,800.00
3.	201.0330 Clearing & Grubbing	L SUM	1	\$2,500.00	\$2,500.00
4.	202.0114 Removal of Concrete Pavement	SY	922	\$13.00	\$11,986.00
5.	202.0130 Removal of Curb & Gutter	LF	400	\$6.00	\$2,400.00
6.	202.0132 Removal of Bituminous Surfacing	SY	1,366	\$13.00	\$17,758.00
7.	202.0170 Removal of Culverts-All Types & Sizes	LF	110	\$15.00	\$1,650.00
8.	202.0288 Excavation & Disposal Of Contaminated Soil	CY	675	\$130.00	\$87,750.00
9.	202.0312 Remove Existing Fence	LF	810	\$10.00	\$8,100.00
10.	24200 Removal of Gate Valve	EA	19	\$650.00	\$12,350.00
11.	24200 Removal of Hydrant	EA	9	\$650.00	\$5,850.00
12.	24200 Removal of Water Main	LF	910	\$10.00	\$9,100.00
13.	PLAN Abandonment of Pipe	LS	1	\$12,500.00	\$12,500.00
14.	PLAN Disposal of Groundwater	GAL	10,000	\$2.50	\$25,000.00
15.	28213.33 Removal of Asbestos Concrete Pipe	LF	585	\$40.00	\$23,400.00
16.	330507 Jacked Pipe - 24"	LF	223	\$725.00	\$161,675.00
17.	330507.13 Directional Drill - 8"	LF	428	\$85.00	\$36,380.00
18.	330507.13 Directional Drill - 12"	LF	126	\$150.00	\$18,900.00
19.	330507.13 Directional Drill - 16"	LF	794	\$195.00	\$154,830.00
20.	331413 Fittings	LBS	10,535	\$6.00	\$63,210.00
21.	331413 Fittings - NBR	LBS	2,154	\$9.00	\$19,386.00
22.	PLAN Meter Pit	EA	2	\$47,500.00	\$95,000.00
23.	331413 Tapping Sleeve & Valve - 8" x 8"	EA	1	\$8,000.00	\$8,000.00
24.	331413 Water Main - 12"	LF	795	\$50.00	\$39,750.00
25.	331413 Water Main - 16"	LF	8,452	\$70.00	\$591,640.00
26.	331413 Water Main - 16" - NBR	LF	737	\$80.00	\$58,960.00
27.	331413 Water Main - 6"	LF	231	\$50.00	\$11,550.00
28.	331413 Water Main - 6" - NBR	LF	24	\$50.00	\$1,200.00
29.	331413 Water Main - 8"	LF	1,940	\$45.00	\$87,300.00
30.	331417 Water Service Connection - 1"	EA	3	\$1,500.00	\$4,500.00
31.	331417 Water Service Line - 1"	LF	105	\$15.00	\$1,575.00
32.	331417 Water Service Connection - 2"	EA	1	\$2,500.00	\$2,500.00
33.	331417 Water Service Line - 2"	LF	130	\$17.00	\$2,210.00
34.	PLAN Water Service Line Adjustments	EA	1	\$3,500.00	\$3,500.00
35.	331419 Gate Valve & Box - 12"	EA	5	\$4,000.00	\$20,000.00
36.	331419 Gate Valve & Box - 16"	EA	14	\$10,000.00	\$140,000.00
37.	331419 Gate Valve & Box - 16" - NBR	EA	3	\$10,500.00	\$31,500.00
38.	331419 Gate Valve & Box - 6"	EA	21	\$1,900.00	\$39,900.00
39.	331419 Gate Valve & Box - 6" - NBR	EA	3	\$1,950.00	\$5,850.00
40.	331419 Gate Valve & Box - 8"	EA	11	\$2,500.00	\$27,500.00
41.	331419 Gate Valve & Box - 8" - NBR	EA	3	\$2,750.00	\$8,250.00
42.	PLAN Reset Gate Valve & Box	EA	1	\$1,000.00	\$1,000.00
43.	331419 Hydrant - 6"	EA	23	\$5,150.00	\$118,450.00

<i>BID ITEM NO. & DESCRIPTION</i>		<i>UNIT</i>	<i>ESTIMATED QUANTITY</i>	<i>BID UNIT PRICE</i>	<i>BID PRICE</i>
44.	331419 Hydrant - 6" - NBR	EA	3	\$5,200.00	\$15,600.00
45.	PLAN Reset Hydrant	EA	1	\$2,000.00	\$2,000.00
46.	PLAN Sample Station	L SUM	1	\$4,000.00	\$4,000.00
47.	714.5015 Pipe Corr Steel .064In 18In	LF	80	\$45.00	\$3,600.00
48.	714.5035 Pipe Corr Steel .064In 24In	LF	30	\$60.00	\$1,800.00
49.	714.5810 End Sect Corr Steel .064In 18In	EA	3	\$1,500.00	\$4,500.00
50.	714.5820 End Sect Corr Steel .064In 24In	EA	3	\$1,600.00	\$4,800.00
51.	203.0140 Borrow-Excavation CV	CY	675	\$15.00	\$10,125.00
52.	302.0120 Aggregate Base Course CI 5	TON	1,296	\$27.00	\$34,992.00
53.	310516 Rock Bedding - 1.25"	CY	200	\$45.00	\$9,000.00
54.	302.0320 Aggregate Surface Course CI 5	TON	350	\$27.00	\$9,450.00
55.	709.0151 Geosynthetic Material Type R1	SY	2,689	\$2.30	\$6,184.70
56.	430.0042 Superpave FAA 42	TON	501	\$180.00	\$90,180.00
57.	550.0113 8In Reinf Concrete Pavement CI Ae	SY	125	\$155.00	\$19,375.00
58.	550.0310 10In Non Reinf Concrete Pvmt CI Ae-Doweled	SY	599	\$165.00	\$98,835.00
59.	748.0140 Curb & Gutter-Type I	LF	400	\$40.00	\$16,000.00
60.	750.00001 Driveway Concrete 7In Reinforced	SY	133	\$100.00	\$13,300.00
61.	750.0030 Pigmented Imprinted Concrete	SY	26	\$300.00	\$7,800.00
62.	750.0115 Sidewalk Concrete 4In	SY	74	\$90.00	\$6,660.00
63.	750.0140 Sidewalk Concrete 6In	SY	20	\$95.00	\$1,900.00
64.	750.1021 Driveway Concrete 8In Reinforced	SY	8	\$180.00	\$1,440.00
65.	750.2115 Detectable Warning Panels	SF	52	\$60.00	\$3,120.00
66.	752.0600 Fence Chain Link	LF	60	\$150.00	\$9,000.00
67.	752.0650 Fence Chain Link With Barbed Wire	LF	860	\$45.00	\$38,700.00
68.	752.0922 Fence Remove & Reset	LF	170	\$50.00	\$8,500.00
69.	762.1307 Preformed Patterned Pvmt Mk 6In Line-Grooved	LF	150	\$14.00	\$2,100.00
70.	762.1309 Preformed Patterned Pvmt Mk 8In Line-Grooved	LF	150	\$18.00	\$2,700.00
71.	762.1325 Preformed Patterned Pvmt Mk 24In Line-Grooved	LF	40	\$55.00	\$2,200.00
72.	762.1342 Pref Patt Pvmt Mk 5In Line Contrast-Grooved	LF	20	\$40.00	\$800.00
73.	762.1344 Pref Patt Pvmt Mk 7In Line Contrast-Grooved	LF	10	\$60.00	\$600.00
74.	251.0300 Seeding Class III	ACRE	13	\$1,800.00	\$23,580.00
75.	253.0201 Hydraulic Mulch	ACRE	13	\$2,100.00	\$27,510.00
76.	255.0101 Ecb Type 1	SY	2,150	\$2.50	\$5,375.00
77.	754.0593 Reset Sign Support	EA	18	\$160.00	\$2,880.00
78.	704.1100 Traffic Control	L SUM	1	\$22,500.00	\$22,500.00
79.	15000 Storm Water Management	L SUM	1	\$2,000.00	\$2,000.00
80.	754.0170 Flexible Delineators	EA	3	\$110.00	\$330.00
81.	750.0210 Concrete Median Nose Paving	SY	9	\$130.00	\$1,170.00

Construction Subtotal	\$2,497,306.70
Contingencies	\$125,693.30

Total Construction \$2,623,000.00

Study & Report	\$4,000.00
Land Acquisition	\$240,000.00
Engineering	\$288,530.00
Restructure Bid Package	\$9,000.00
Funding Administration	\$7,500.00
Additional Consultanting Services	\$42,500.00
Legal & Administration	\$131,470.00

TOTAL COST \$3,346,000.00



ENGINEERING DEPARTMENT

800 4 Ave E, Suite 1
West Fargo, ND 58078
701.433.5300
www.westfargond.gov

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

OFFICE USE:
AGENDA ITEM # 6

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

1. CONTACT PERSON(s):
 - Dustin T. Scott, City Engineer (433-5425)
2. DATE OF MEETING: **July 15, 2019**
3. DESCRIPTION OF REQUEST:
 - Review amendment to the Engineer's Report for "Water Improvement Project No. 1312 (Phases I & II) & Project No. 1313". The amendment increases the engineer's estimate for Project No. 1312 – Phase II from \$1,170,000 to \$1,970,000.
4. LOCATION (address; legal; etc.):
 - Project No. 1312 (Ph.1) - 15th St NW (Main Ave to 13th Ave)
 - Project No. 1312 (Ph.2) – 15th St NW (13th Ave to 21st Ave)
 - Project No. 1313 – 9th St NE (Main Ave to 12th Ave)
5. ACTION(S) REQUESTED:
 - Authorize continuation of bid advertisement and opening of bids scheduled for July 18, 2019.

ADDITIONAL INFORMATION:

Attached with this packet is a letter from Moore Engineering, which provides a detailed summary of the amendment.

The original estimate (reviewed on June 3, 2019) is also attached for reference.

Current Estimate of Total Project Costs:

\$ 3,346,000 1312 (Ph1) & 1313 - Engr Statement of Cost

\$ 1,970,000 1312 (Ph2) - Amended Engr Report

\$ 5,316,000 Estimated Total Project Cost

\$ 1,610,000 SWC Funds

\$ 3,706,000 Estimated Local Share



925 10th Avenue East
Suite 1
West Fargo, ND 58078

P: 701.282.4692
F: 701.282.4530



July 8, 2019

Dustin Scott
West Fargo City Engineer
800 4th Ave E, Suite 1
West Fargo, ND 58078

RE: Water Improvement Project No. 1312 – Phase II
West Fargo, ND
Moore Project No. 19922A

Dear Dustin,

Attached please find two revision sheets for the Engineering Report entitled Water Improvement Project No. 1312; 15th Street SW Water Looping & Water Improvement Project No. 1313; 9th Street NE Water Looping.

The modifications/revisions to the report include a new cover sheet showing the revised date of July 8, 2019 as well as a revised Engineer's Opinion of Probable Cost.

The Engineer's Opinion of Probable Cost in the original report for the 1312 – Phase II improvements from 13th Avenue to 21st Avenue were shown as \$1,170,000. The revised estimate shows a total project cost of \$1,970,000.

There were several changes made constituting the change in the proposed Engineer's Opinion of Probable Cost. They consist of the following:

1. An increased quantity of 16-inch watermain from 5,644 feet to 7,644 feet due to a typo while restructuring the two bid packages.
2. An increased quantity of 24" steel casing pipe from 775 feet to 1,241 feet. This is the addition of the southernmost bore that was not included on the original estimate as a result of restructuring the two bid packages
3. An increase in the estimated bid unit price for steel casing from \$350/foot to \$650/foot. In 2018 we were seeing prices for larger casing in the \$525 to \$550 range for short bores. The 1312/1313 project that just bid out on July 2, 2019 had boring bids ranging from \$590 to \$725 for a single 223' bore. Possible reasons for the higher unit pricing include contractor availability, time of bidding, and steel tariffs among others.
4. Soft costs have been modified to reflect current Task Order costs that have been approved since the original report was produced.

As a reminder, the State Water Commission has agreed to reimburse the City a cost share amount of not to exceed \$510,000 for Project No. 1313 (9th Street NE Water Looping) and \$1,110,000 for Project No. 1312 (15th Street NE Water Looping) which includes both Phase I and Phase II.

Please call if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Dan Hanson". The signature is written in a cursive, slightly slanted style.

Daniel R. Hanson, PE
Senior Project Manager

Enclosure(s)

City of West Fargo, North Dakota

***Water Improvement Project No. 1312
15th Street SW Water Looping***

&

***Water Improvement Project No. 1313
9th Street NE Water Looping***

Engineer's Report

This document was originally issued and sealed by Erik Gilbertson, Registration No. PE-5581, on May 30, 2019 and the original document is stored at Moore Engineering, Inc., West Fargo, N.D.



Revised July 8, 2019
Project No. 19922 / 19923

Water Improvement Project No. 1312
Phase II 13th Ave to 21st Ave
West Fargo, ND

Engineer's Opinion of Probable Cost
Revised 7/4/2019

<i>BID ITEM NO. & DESCRIPTION</i>	<i>UNIT</i>	<i>QUANTITY</i>	<i>UNIT PRICE</i>	<i>TOTAL</i>	
<u>Base Bid</u>					
1. 261.0112	Fiber Rolls 12In	LF	1,225	\$3.00	\$3,675.00
2. 265.01	Stabilized Construction Access	EA	1	\$5,000.00	\$5,000.00
3. 202.0114	Removal of Concrete Pavement	SY	19	\$10.00	\$190.00
4. 752.0922	Fence Remove & Reset	LF	40	\$20.00	\$800.00
5. 24200	Removal of Gate Valve	EA	1	\$475.00	\$475.00
6. 24200	Removal of Hydrant	EA	1	\$685.00	\$685.00
7. 330507	Jacked Pipe - 24"	LF	1,241	\$650.00	\$806,650.00
8. 331413	Fittings	LBS	5,782	\$5.00	\$28,910.00
9. 331413	Water Main - 16"	LF	7,644	\$60.00	\$458,640.00
10. 331413	Water Main - 6"	LF	40	\$28.00	\$1,120.00
11. 331419	Gate Valve & Box - 16"	EA	7	\$10,000.00	\$70,000.00
12. 331419	Gate Valve & Box - 6"	EA	6	\$1,500.00	\$9,000.00
13. 331419	Hydrant - 6"	EA	4	\$5,000.00	\$20,000.00
14. Plan	Blow-Off Hydrant	EA	2	\$3,500.00	\$7,000.00
15. Plan	Bollard Post	EA	6	\$500.00	\$3,000.00
16. 302.0320	Aggregate Surface Course Cl 5	TON	55	\$25.00	\$1,375.00
17. 709.0151	Geosynthetic Material Type R1	SY	167	\$2.00	\$334.00
18. 251.0100	Seeding Class I	ACRE	3	\$2,000.00	\$6,000.00
19. 251.0300	Seeding Class III	ACRE	1	\$2,000.00	\$2,000.00
20. 253.0101	Straw Mulch	ACRE	3	\$500.00	\$1,500.00
21. 253.0201	Hydraulic Mulch	ACRE	1	\$2,100.00	\$2,100.00
22. 255.0101	Ecb Type 1	SY	3,650	\$2.00	\$7,300.00
23. 750.0115	Sidewalk Concrete 4In	SY	19	\$75.00	\$1,425.00
24. 704.1100	Traffic Control	L SUM	1	\$10,000.00	\$10,000.00
25. 15000	Storm Water Management	L SUM	1	\$5,000.00	\$5,000.00
				Construction Subtotal	\$1,452,179.00
				Contingencies	\$150,000.00
				Design & Construction Engineering (11%)	\$176,239.69
				Engineer's Report	\$3,000.00
				Land Acquisition	\$64,000.00
				Funding Administration	\$5,000.00
				Restructuring Bid Package	\$9,000.00
				Legal Fees	\$80,108.95
				Soil Borings & Geotechnical Report	\$30,000.00
				TOTAL PROJECT COST	\$1,970,000.00

Water Improvement Project No. 1312 & 1313
15th Street SW & 9th Street NE
West Fargo, ND

Engineer's Opinion of Probable Cost

BID ITEM NO. & DESCRIPTION		UNIT	QUANTITY	UNIT PRICE	TOTAL	
<u>Part A: 15th Street W, SWC Participating</u>						
1.	261.0112	Fiber Rolls 12In	LF	145	\$3.00	\$435.00
2.	708.1540	Inlet Protection-Special	EA	10	\$500.00	\$5,000.00
3.	202.0114	Removal of Concrete Pavement	SY	190	\$10.00	\$1,900.00
4.	202.0130	Removal of Curb & Gutter	LF	95	\$10.00	\$950.00
5.	202.0132	Removal of Bituminous Surfacing	SY	815	\$10.00	\$8,150.00
6.	202.0312	Remove Existing Fence	LF	810	\$2.00	\$1,620.00
7.	24200	Removal of Gate Valve	EA	4	\$475.00	\$1,900.00
8.	24200	Removal of Hydrant	EA	3	\$685.00	\$2,055.00
9.	28213.33	Removal of Asbestos Concrete Pipe	LF	585	\$85.00	\$49,725.00
10.	330507.13	Directional Drill - 12"	LF	126	\$150.00	\$18,900.00
11.	330507.13	Directional Drill - 16"	LF	116	\$175.00	\$20,300.00
12.	331413	Fittings	LBS	5,495	\$5.00	\$27,475.00
13.	331413	Meter Pit	EA	2	\$30,000.00	\$60,000.00
14.	331413	Water Main - 12"	LF	745	\$50.00	\$37,250.00
15.	331413	Water Main - 16"	LF	5,200	\$62.00	\$322,400.00
16.	331413	Water Main - 6"	LF	157	\$28.00	\$4,396.00
17.	331413	Water Main - 8"	LF	227	\$35.00	\$7,945.00
18.	331417	Water Service Connection - 1"	EA	2	\$650.00	\$1,300.00
19.	331417	Water Service Line - 1"	LF	80	\$25.00	\$2,000.00
20.	331419	Gate Valve & Box - 12"	EA	2	\$4,000.00	\$8,000.00
21.	331419	Gate Valve & Box - 16"	EA	7	\$10,000.00	\$70,000.00
22.	331419	Gate Valve & Box - 6"	EA	11	\$1,500.00	\$16,500.00
23.	331419	Gate Valve & Box - 8"	EA	7	\$2,000.00	\$14,000.00
24.	331419	Hydrant - 6"	EA	11	\$5,500.00	\$60,500.00
25.	714.5015	Pipe Corr Steel .064In 18In	LF	80	\$80.00	\$6,400.00
26.	714.5035	Pipe Corr Steel .064In 24In	LF	30	\$100.00	\$3,000.00
27.	714.5810	End Sect Corr Steel .064In 18In	EA	3	\$400.00	\$1,200.00
28.	714.5820	End Sect Corr Steel .064In 24In	EA	3	\$600.00	\$1,800.00
29.	302.0120	Aggregate Base Course Cl 5	TON	485	\$35.00	\$16,975.00
30.	302.0320	Aggregate Surface Course Cl 5	TON	25	\$35.00	\$875.00
31.	709.0151	Geosynthetic Material Type R1	SY	1,040	\$2.00	\$2,080.00
32.	430.0042	Superpave FAA 42	TON	315	\$125.00	\$39,375.00
33.	550.0310	10In Non Reinf Concrete Pvmt Cl Ae-Doweled	SY	160	\$150.00	\$24,000.00
34.	748.0140	Curb & Gutter-Type I	LF	95	\$30.00	\$2,850.00
35.	750.0030	Pigmented Imprinted Concrete	SY	26	\$110.00	\$2,860.00
36.	752.0600	Fence Chain Link	LF	810	\$30.00	\$24,300.00
37.	752.0850	Ornamental Fence	LF	170	\$75.00	\$12,750.00
38.	752.0920	Fence Remove & Reset	L SUM	65	\$1,000.00	\$65,000.00
39.	762.1305	Preformed Patterned Pvmt Mk 4In Line-Grooved	LF	100	\$10.00	\$1,000.00
40.	762.1309	Preformed Patterned Pvmt Mk 8In Line-Grooved	LF	100	\$20.00	\$2,000.00
41.	762.1325	Preformed Patterned Pvmt Mk 24In Line-Grooved	LF	100	\$50.00	\$5,000.00
42.	251.0300	Seeding Class III	ACRE	6	\$2,500.00	\$15,000.00
43.	255.0101	Ecb Type 1	SY	1,650	\$2.00	\$3,300.00
44.	754.0593	Reset Sign Support	EA	17	\$150.00	\$2,550.00
45.	704.1100	Traffic Control	L SUM	1	\$20,000.00	\$20,000.00
46.	15000	Storm Water Management	L SUM	1	\$5,000.00	\$5,000.00

**Water Improvement Project No. 1312 & 1313
15th Street SW & 9th Street NE
West Fargo, ND**

Engineer's Opinion of Probable Cost

BID ITEM NO. & DESCRIPTION		UNIT	QUANTITY	UNIT PRICE	TOTAL	
				PART A TOTAL	\$1,000,016.00	
<u>PART B: 9th Street NE, SWC Participating</u>						
1.	261.0112	Fiber Rolls 12In	LF	760	\$3.00	\$2,280.00
2.	708.1540	Inlet Protection-Special	EA	8	\$500.00	\$4,000.00
3.	201.0330	Clearing & Grubbing	L SUM	1	\$2,500.00	\$2,500.00
4.	202.0114	Removal Of Concrete Pavement	SY	582	\$10.00	\$5,820.00
5.	202.0130	Removal Of Curb & Gutter	LF	260	\$10.00	\$2,600.00
6.	202.0132	Removal Of Bituminous Surfacing	SY	526	\$10.00	\$5,260.00
7.	202.0288	Excavation & Disposal Of Contaminated Soil	CY	675	\$60.00	\$40,500.00
8.	24200	Removal of Gate Valve	EA	11	\$475.00	\$5,225.00
9.	24200	Removal of Hydrant	EA	3	\$685.00	\$2,055.00
10.	24200	Removal of Water Main	LF	890	\$11.00	\$9,790.00
11.	PLAN	Abandonment of Pipe	LS	1	\$26,000.00	\$26,000.00
12.	PLAN	Disposal of Groundwater	GAL	10,000	\$0.50	\$5,000.00
13.	330507	Jacked Pipe - 24"	LF	223	\$350.00	\$78,050.00
14.	330507.13	Directional Drill - 16"	LF	678	\$175.00	\$118,650.00
15.	330507.13	Directional Drill - 8"	LF	101	\$125.00	\$12,625.00
16.	331413	Fittings	LBS	3,743	\$5.00	\$18,715.00
17.	331413	Fittings - NBR	LBS	1,410	\$10.00	\$14,100.00
18.	331413	Water Main - 12"	LF	50	\$50.00	\$2,500.00
19.	331413	Water Main - 16"	LF	3,252	\$62.00	\$201,624.00
20.	331413	Water Main - 16" - NBR	LF	737	\$72.00	\$53,064.00
21.	331413	Water Main - 6"	LF	38	\$28.00	\$1,064.00
22.	331413	Water Main - 6" - NBR	LF	24	\$35.00	\$840.00
23.	331413	Water Main - 8"	LF	90	\$35.00	\$3,150.00
24.	331417	Water Service Connection - 1"	EA	1	\$650.00	\$650.00
25.	331417	Water Service Line - 1"	LF	25	\$25.00	\$625.00
26.	PLAN	Water Service Line Adjustments	EA	1	\$1,000.00	\$1,000.00
27.	331419	Gate Valve & Box - 12"	EA	3	\$4,000.00	\$12,000.00
28.	331419	Gate Valve & Box - 16"	EA	7	\$10,000.00	\$70,000.00
29.	331419	Gate Valve & Box - 16" - NBR	EA	3	\$10,750.00	\$32,250.00
30.	331419	Gate Valve & Box - 6"	EA	7	\$1,500.00	\$10,500.00
31.	331419	Gate Valve & Box - 6" - NBR	EA	3	\$2,000.00	\$6,000.00
32.	331419	Gate Valve & Box - 8"	EA	2	\$2,000.00	\$4,000.00
33.	331419	Hydrant - 6"	EA	9	\$5,500.00	\$49,500.00
34.	331419	Hydrant - 6" - NBR	EA	3	\$6,000.00	\$18,000.00
35.	PLAN	Sample Station	L SUM	1	\$5,000.00	\$5,000.00
36.	203.0140	Borrow-Excavation	CY	675	\$10.00	\$6,750.00
37.	302.0120	Aggregate Base Course CI 5	TON	785	\$35.00	\$27,475.00
38.	310516	Rock Bedding	CY	200	\$35.00	\$7,000.00
39.	709.0151	Geosynthetic Material Type R1	SY	1,604	\$2.00	\$3,208.00
40.	430.0042	Superpave FAA 42	TON	176	\$125.00	\$22,000.00
41.	550.0113	8In Reinf Concrete Pavement CI Ae	SY	80	\$80.00	\$6,400.00
42.	550.0310	10In Non Reinf Concrete Pvmt CI Ae-Doweled	SY	334	\$150.00	\$50,100.00
43.	748.0140	Curb & Gutter-Type I	LF	260	\$30.00	\$7,800.00
44.	750.00001	Driveway Concrete 7In Reinforced	SY	133	\$80.00	\$10,640.00
45.	750.0115	Sidewalk Concrete 4In	SY	9	\$75.00	\$675.00

**Water Improvement Project No. 1312 & 1313
15th Street SW & 9th Street NE
West Fargo, ND**

Engineer's Opinion of Probable Cost

<i>BID ITEM NO. & DESCRIPTION</i>	<i>UNIT</i>	<i>QUANTITY</i>	<i>UNIT PRICE</i>	<i>TOTAL</i>
46. 750.1021 Driveway Concrete 8In Reinforced	SY	8	\$80.00	\$640.00
47. 762.1344 Pref Patt Pvmt Mk 7In Line Contrast-Grooved	LF	10	\$100.00	\$1,000.00
48. 251.0300 Seeding Class III	ACRE	5	\$2,500.00	\$12,500.00
49. 255.0101 Ecb Type 1	SY	500	\$5.00	\$2,500.00
50. 704.1100 Traffic Control	L SUM	1	\$20,000.00	\$19,000.00
51. 15000 Storm Water Management	L SUM	1	\$5,000.00	\$4,750.00
			TOTAL PART B	\$1,007,375.00

PART C: Local Funded

1. 708.1540 Inlet Protection-Special	EA	2	\$500.00	\$1,000.00
2. 202.0114 Removal Of Concrete Pavement	SY	150	\$10.00	\$1,500.00
3. 202.0130 Removal Of Curb & Gutter	LF	45	\$10.00	\$450.00
4. 202.0132 Removal Of Bituminous Surfacing	SY	25	\$10.00	\$250.00
5. 24200 Removal of Gate Valve	EA	2	\$475.00	\$950.00
6. 24200 Removal of Water Main	LF	20	\$11.00	\$220.00
7. 330507.13 Directional Drill - 8"	LF	327	\$175.00	\$57,225.00
8. 331413 Fittings	LBS	1,153	\$5.00	\$5,765.00
9. 331413 Tapping Sleeve & Valve - 8" x 8"	EA	1	\$5,000.00	\$5,000.00
10. 331413 Water Main - 6"	LF	20	\$28.00	\$560.00
11. 331413 Water Main - 8"	LF	730	\$35.00	\$25,550.00
12. 331419 Gate Valve & Box - 6"	EA	1	\$1,500.00	\$1,500.00
13. 331419 Gate Valve & Box - 8"	EA	2	\$2,000.00	\$4,000.00
14. 331419 Hydrant - 6"	EA	1	\$5,500.00	\$5,500.00
15. 302.0120 Aggregate Base Course Cl 5	TON	26	\$35.00	\$910.00
16. 709.0151 Geosynthetic Material Type R1	SY	45	\$2.00	\$90.00
17. 430.0042 Superpave FAA 42	TON	10	\$125.00	\$1,250.00
18. 550.0113 8In Reinf Concrete Pavement Cl Ae	SY	45	\$80.00	\$3,600.00
19. 550.0310 10In Non Reinf Concrete Pvmt Cl Ae-Doweled	SY	105	\$150.00	\$15,750.00
20. 748.0140 Curb & Gutter-Type I	LF	45	\$30.00	\$1,350.00
21. 750.0115 Sidewalk Concrete 4In	SY	65	\$75.00	\$4,875.00
22. 750.0140 Sidewalk Concrete 6In	SY	20	\$80.00	\$1,600.00
23. 750.2115 Detectable Warning Panels	SF	52	\$60.00	\$3,120.00
24. 15000 Storm Water Management	L SUM	1	\$2,500.00	\$2,500.00
25. 251.0300 Seeding Class III	ACRE	1.5	\$2,500.00	\$3,750.00
26. 704.1100 Traffic Control	L SUM	1	\$2,500.00	\$2,500.00
			TOTAL PART C	\$150,765.00

**Water Improvement Project No. 1312 & 1313
15th Street SW & 9th Street NE
West Fargo, ND**

Engineer's Opinion of Probable Cost

<i>BID ITEM NO. & DESCRIPTION</i>			<i>UNIT</i>	<i>QUANTITY</i>	<i>UNIT PRICE</i>	<i>TOTAL</i>
<u>PART D: Red River Valley Fair Campgrounds</u>						
1.	261.0106	Fiber Rolls 6In	LF	105	\$3.00	\$315.00
2.	24200	Removal of Gate Valve	EA	1	\$475.00	\$475.00
3.	24200	Removal of Hydrant	EA	1	\$685.00	\$685.00
4.	331413	Water Main - 6"	LF	16	\$28.00	\$448.00
5.	331413	Water Main - 8"	LF	875	\$35.00	\$30,625.00
6.	331417	Water Service Connection - 2"	EA	1	\$1,000.00	\$1,000.00
7.	331417	Water Service Line - 2"	LF	130	\$35.00	\$4,550.00
8.	331419	Gate Valve & Box - 6"	EA	2	\$1,500.00	\$3,000.00
9.	331419	Hydrant - 6"	EA	2	\$5,500.00	\$11,000.00
10.	302.0320	Aggregate Surface Course CI 5	TON	325	\$35.00	\$11,375.00
11.	251.0300	Seeding Class III	ACRE	0.60	\$2,500.00	\$1,500.00
12.	754.0592	Reset Sign Panel	EA	1	\$100.00	\$100.00
13.	754.0593	Reset Sign Support	EA	1	\$150.00	\$150.00
					TOTAL PART D	\$65,223.00
						<hr/>
						Construction Subtotal
						\$2,223,379.00
						Contingencies
						\$225,000.00
						<hr/>
						Design & Construction Engineering (11%)
						\$269,321.69
						Engineer's Report
						\$3,000.00
						Land Acquisition
						\$240,000.00
						Funding Administration
						\$5,100.00
						Restructuring Bid Package
						\$6,500.00
						Legal Fees
						\$122,418.95
						Soil Borings & Geotechnical Report
						\$30,000.00
						<hr/>
						TOTAL PROJECT COST
						\$3,130,000.00

Water Improvement Project No. 1312
Phase II 13th Ave to 21st Ave
West Fargo, ND

Engineer's Opinion of Probable Cost

<i>BID ITEM NO. & DESCRIPTION</i>	<i>UNIT</i>	<i>QUANTITY</i>	<i>UNIT PRICE</i>	<i>TOTAL</i>	
<u>Base Bid</u>					
1. 261.0112	Fiber Rolls 12In	LF	1,225	\$3.00	\$3,675.00
2. 202.0114	Removal of Concrete Pavement	SY	19	\$10.00	\$190.00
3. 202.0312	Remove Existing Fence	LF	40	\$2.00	\$80.00
4. 24200	Removal of Gate Valve	EA	1	\$475.00	\$475.00
5. 24200	Removal of Hydrant	EA	1	\$685.00	\$685.00
6. 330507	Jacked Pipe - 24"	LF	775	\$350.00	\$271,250.00
7. 331413	Fittings	LBS	12,730	\$5.00	\$63,650.00
8. 331413	Water Main - 16"	LF	5,644	\$62.00	\$349,928.00
9. 331413	Water Main - 6"	LF	40	\$28.00	\$1,120.00
10. 331419	Gate Valve & Box - 16"	EA	7	\$10,000.00	\$70,000.00
11. 331419	Gate Valve & Box - 6"	EA	6	\$1,500.00	\$9,000.00
12. 331419	Hydrant - 6"	EA	6	\$5,500.00	\$33,000.00
13. 302.0320	Aggregate Surface Course CI 5	TON	55	\$35.00	\$1,925.00
14. 709.0151	Geosynthetic Material Type R1	SY	167	\$2.00	\$334.00
15. 251.0100	Seeding Class I	ACRE	3	\$2,500.00	\$7,500.00
16. 251.0300	Seeding Class III	ACRE	1	\$2,500.00	\$2,500.00
17. 750.0115	Sidewalk Concrete 4In	SY	19	\$75.00	\$1,425.00
18. 704.1100	Traffic Control	L SUM	1	\$5,000.00	\$5,000.00
19. 15000	Storm Water Management	L SUM	1	\$5,000.00	\$5,000.00
				Construction Subtotal	\$826,737.00
				Contingencies	\$85,000.00
				Design & Construction Engineering (11%)	\$100,291.07
				Engineer's Report	\$3,000.00
				Land Acquisition	\$64,000.00
				Funding Administration	\$5,100.00
				Restructuring Bid Package	\$6,500.00
				Legal Fees	\$45,586.85
				Soil Borings & Geotechnical Report	\$30,000.00
				TOTAL PROJECT COST	\$1,170,000.00

Regular Agenda Item #7



City Commission Agenda Item Request

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

Office Use:

Regular Agenda Item #:

Consent Agenda Item #:

Agenda Item Information:

Contact Name: *

Melissa Richard and Callie Roth

Phone Number: *

701-433-5314

Email Address:

melissa.richard@westfargond.gov

Date *

7/11/2019

Topic for Consent or Regular Agenda?

Please select one option:

Consent Agenda

Regular Agenda

Please Briefly Describe Your Request *

Review RFP to contract services to study branding for downtown West Fargo district, proposal to share costs for work among City of West Fargo, Downtown Business Association and the Fargo Moorhead Convention and Visitor's Bureau and timeline for work.

Site Address or Legal Description (if applicable)

Action Being Requested from City Commission *

Approval of RFP and \$5,000 contribution from economic development sales tax to fund work

Upload Additional Documentation (Optional):

WEST FARGO DOWNTOWN REBRANDING_7.11.2019 (with timeline).pdf

216.34KB



WEST FARGO DOWNTOWN REBRANDING RFP

Project Overview

The City of West Fargo, Downtown Business Association and the Fargo-Moorhead Convention and Visitors Bureau are seeking proposals for a marketing firm with experience in local government, tourism and economic development initiatives and branding to provide a comprehensive brand identify for the city's downtown area, which is currently undergoing a \$64 million revitalization. For the purpose of this RFP, downtown West Fargo is defined as Sheyenne Street from Main Avenue W. to Seventh Avenue W.

The chosen organization will work with the sponsoring organizations, local businesses, community and other organizations to create a brand for downtown West Fargo that supports the desire to create a distinct district that follows four themes:

- Is a walkable district that connects existing neighborhoods;
- Is home to a vibrant mix of uses centered on Sheyenne Street that includes retail, residential, dining, entertainment and office space;
- Is a place to create public/private partnerships to foster creative development, entrepreneurship, the arts and unique businesses; and
- Is viewed by the West Fargo residents and the region as a unique district that defines West Fargo's character.

Organizational Background/Overview

The City of West Fargo has experienced significant boundary and population growth over the last 20 years. While this growth occurred and investment moved south, our downtown area quickly started to depreciate. A downtown redevelopment effort has become a major focus of the city. (See WF 2.0 for greater detail and history.)

Currently, there are two mixed-use buildings completed that total \$28 million in investment, accompanied by the POW/MIA Plaza, a city-owned, centrally located community plaza equipped with resources to hold a variety of events. An additional two buildings with a similar concept are anticipated to follow. The current estimated investment for all current and proposed developments total around \$64 million in the next five years.

The downtown area is also the central location for major annual events – West Fest and Cruise Nights – which draw thousands of visitors to the area. The City of West Fargo also launched a Street Fair in this area in 2019 and expects to continue these events. The POW/MIA Plaza has also successfully held a number of events since its opening in 2018.

Additionally, a new comprehensive plan for the city, WF 2.0, was approved in 2018 and provides 10 recommendations to establish downtown as a cultural center for West Fargo.

1. Establish a recruitment strategy to grow business and bring in new investment in downtown.
2. Create a recruitment strategy for downtown mixed use residential.
3. Consider a micro-enterprise retail project in or near downtown
4. Promote and augment the façade improvement program to assist in investments in downtown buildings in conjunction with design guidelines.
5. Develop a comprehensive marketing and branding program for downtown.
6. Continue to promote the West Fargo Downtown Business Association.
7. Contemplate a West Fargo Business Improvement District.
8. Enhance gateways and wayfinding into downtown West Fargo with a consistent sign system.
9. Create a targeted strategy focusing on bringing millennials and active empty nesters to downtown
10. Develop the West Fargo creative spaces initiative.

Governor Doug Burgum has also created a Main Street Initiative in North Dakota that encourages many of the same economic development concepts that are playing out in downtown West Fargo. The City of West Fargo is leveraging this program as much as possible for support. This has resulted in the city becoming a Main Street community and securing a grant from the North Dakota Department of Transportation to reconstruct Sheyenne Street in the downtown area to support the goals of this initiative. This work will include wider sidewalks, angled parking, updated light fixtures, and decorative bump outs to facilitate safe pedestrian crossings.

About “downtown”

The City of West Fargo is located within the Fargo, ND-MN Core Base Statistical Area (CBSA), which includes Fargo, North Dakota, and Moorhead, Minnesota. While the entire region has seen growth over the last 20 years, the City of West Fargo’s exceeds members of the CBSA significantly. However, the City of West Fargo’s development has been largely residential and has not included the creation of unique locations – such as the City of Fargo’s downtown district. All members of the CBSA have good relationships and work together to advance the economic success of the region.

However, the concept of a “downtown” has been very successful in the City of Fargo, resulting in Fargo’s ability to monopolize the term. Therefore, the use of “downtown” is not required in the resulting brand identity.

Goal of resulting RFP work

The goal for the work resulting from this proposal is to create a brand identity for this area that can be leveraged to:

1. Create a sense of place, purpose and value for the community and visitors;

2. Secure additional redevelopment work in the area outlined in WF 2.0;
3. Add amenities to the city's overall package to secure economic development work throughout the city.

Project Scope and Deliverables

Requested materials from this project include:

- Market research to support brand identity decisions
- Messaging framework – Brand positioning, core brand pillars, tone of voice, value proposition, target audience(s)
- Brand identity – name, logo, tagline
- Brand style guide – color usage, typography, guidelines for visual representation, proper use of brand identity, etc.

Note, materials from this work will be leveraged after the project to continue the development of the West Fargo Downtown Business Association.

Proposed Timeline

The deadline to complete this project is Dec. 31, 2019

Note: Two major community celebrations that will bring thousands to the downtown area will be held Sept. 19 (Cruise Night 4:30 to 8 p.m.) and Sept. 21 (West Fest 8 a.m. to 9 p.m.).

Budget

All work not to exceed \$15,000.

Proposal Requirements

- Firm information
 - *Provide agency's name, address, URL and telephone.*
 - *Include name, title and email address of the individual who will serve as agency's primary contact.*
 - *Include a brief description of firm's capabilities.*
- Experience
 - *Proposals should include a list describing projects that are similar in scale to ones that your firm has completed. Where possible, highlight work for analogous organizations.*
- Project approach
 - *Explain your project approach, style and process.*
 - *Provide biographies of key staff*
 - *Include a summary of experience of all key staff.*
- Schedule and timeline
 - *Proposals should include the estimated project duration and identify key steps in the process.*

- Cost
 - *Proposals must include the estimated cost for all work and list of anticipated expenses.*

- Deadline
 - *Submit your RFP by Friday, Aug. 16, 2019, to:*
 - Melissa Richard, City of West Fargo Communications Director
 - Phone: 701-433-5314
 - Email: melissa.richard@westfargond.gov
 - *If necessary, follow up interviews and/or tele-presentations with finalists to be conducted by selection committee week of Aug. 19.*
 - *Final selection to be announced by Friday, Sept. 6, 2019.*



WEST FARGO DOWNTOWN REBRANDING RFP TIMELINE

- Tuesday, July 2: RFP draft to DBA for comment
- Thursday, July 11: Update and submit to City Commission agenda packet
- Monday, July 15: Present to City Commission for approval
- Tuesday, July 30: Present to CVB for approval/funding
- Wednesday, July 31: Distribute RFP to firms
- July 31-Aug. 16: Determine members of RFP review committee
 - City of West Fargo staff
 - Member of DBA
 - Member of West Fargo City Commission
 - Member of CVB
- Friday, Aug. 16: Deadline to submit RFP to Melissa
- Week of Aug. 19: Review committee meets to identify finalists
- Week of Aug. 26:
 - Possible finalists interviews/presentations by selection committee
 - Selection committee selects firm by Thursday, Aug. 29
 - Firm selection placed on City Commission agenda packet
- Week of Sept. 2*
 - Recommendation provided to City Commission for approval
 - Firm hired by end of week
- Sept. 9-Dec. 31: Timeline for brand development to be provided by firm
 - Week of Sept. 16 – Firm possibly utilizes Cruise Night and West Fest to collect research
 - Month of December: Deliverables shared with DBA, CVB and City Commission for approvals
- Dec. 31, 2019 – Final deliverables provided and project complete

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

Agenda # 8

***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: July 11, 2019

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

Eagle Run Plaza 8th Addition, a replat and Planned Unit Development
Amendment for development of a mixed use building.

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

Lot 1, Block 1 of Eagle Run Plaza 4th Addition and Lot 1, Block 1 of Eagle Run
Plaza 6th Addition.

5. ACTION BEING REQUESTED FROM CITY COMMISSION:

Final Plat Approval and Approval of Planned Unit Development Amendment
subject to conditions listed in the staff report.

STAFF REPORT

A19-13		REPLAT AND PLANNED UNIT DEVELOPMENT AMENDMENT
Eagle Run Plaza 8 th Addition		
Lot 1, Block 1 of Eagle Run Plaza 4 th Addition and Lot 1, Block 1 of Eagle Run Plaza 6 th Addition		
Applicant: Jon Youness	Staff Contact: Tim Solberg, AICP	
Owner: 25 th Street Investments LLC and City of West Fargo (Fire Department)		
Planning & Zoning Commission Introduction:	04-02-2019	
Public Hearing:	04-02-2019 - Approved	
City Commission Final Approval:		

PURPOSE:

Replat to split lot and provide for development of a mixed use building in an approved Planned Unit Development.

STATEMENTS OF FACT:

Land Use Classification:	G-4A Core Retrofit Growth Area
Existing Land Use:	Vacant land (Fire Hall lot included for easement purposes)
Current Zoning District(s):	PUD: Planned Unit Development; C: Light Commercial
Zoning Overlay District(s):	CO: Corridor Overlay District
Proposed Lot size(s) or range:	39,955 to 114,010 ft ²
Total area size:	5.09 Acres
Adjacent Zoning Districts:	North – C: Light Commercial South - PUD: Planned Unit Development West – R-2: Limited Multiple Dwellings East – A: Agricultural
Adjacent street(s):	Sheyenne Street (Arterial); 5 th Street West (Local); 29 th Avenue West (Local)
Adjacent Bike/Pedestrian Facilities:	Multi-use path along 32 nd Ave W and Sheyenne St.
Available Parks/Trail Facilities:	Proposed park within the development
Park Dedication Requirements:	Provided with previous subdivision

DISCUSSION AND OBSERVATIONS:

- This area was previously included in a larger rezoning to Planned Unit Development of Eagle Run Plaza 6th Addition. Detailed development plans had not yet been submitted so the property is zoned PUD, but detailed development plans are required prior to development.
- The applicant has submitted a preliminary plat and proposed district standards for the amended PUD. For purposes of illustration, they have also included site and floor plans with a proposed building rendering. The proposal is for the area to continue to be part of the larger PUD of Eagle Run Plaza 6th Addition. Zoning on Lot 1, Block 1 of Eagle Run Plaza 4th Addition would remain unchanged.

STAFF REPORT

- The applicant intends to construct a 5-story mixed-use building will include a combination of commercial space, multi-family dwellings, structured parking, and building amenity spaces.
- The proposed uses would be consistent within and compatible with surrounding uses with the exception of the fully permitted use of #20 – Multi-family residential which is a conditionally permitted use in the C: Light Commercial District. With recent denials of multiple family residential projects within this area of the City, staff would suggest qualifying language to allow this as a permitted use within the district.
- The applicant is requesting an alternative parking calculation through the district standards. Although the City currently has provided reduced parking within the Sheyenne Street Corridor Overlay district standards, it is not recommended to include it within a PUD and would rather suggest it be handled as a separate request following the standards of 4-450 (off-street parking and loading regulations) of City Ordinances. This separate request could come alongside Commission consideration of the PUD, or at a later date prior to permitting.
- There is redundancy in many items of the proposed district standards for the development. Staff suggests simplifying the matter with a condition that states the PUD is approved under the C: Light Commercial District with multiple dwelling units allowed above, beside, or behind commercial establishments along Sheyenne Street when either physically connected to the building or legal lot of record.
- The CO: Corridor Overlay district standards require that all development shall be subject to site and building plan review by the Planning and Zoning Commission and City Commission. Although the applicant has provided preliminary plans, they are likely to change to a degree so staff would suggest that final review be done at a later meeting prior to permitting. Staff would suggest however any concerns from Planning Commission or City Commission on the preliminary plans be provided to the applicant as they continue to prepare for permitting. This review does not require public hearing, but is intended to ensure development is consistent with the district intent.
- The development is proposing to add diagonal parking along 5th Street West. This will require further approval upon recommendation from the City Engineer, Public Works Director, Police and Fire.
- Any improvements made on the site which require public easement or right of way will be required to be included in an improvement agreement prior to final approval or prior to permitting buildings if not provided on the plat.
- The property is proposing access to Sheyenne Street at 29th Avenue West, a ¼ right in/right out, and an approved ¾ access shared with the lots to the South (“Lights at Sheyenne 32”). Approval of additional access to Sheyenne Street will require Commission approval.

NOTICES:

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

Comments Received:

- None to date.

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

- The proposed district standards provided in the proposed application would be consistent with the City’s Comprehensive Plan, which depicts the area developing into a mixed-use node.

STAFF REPORT

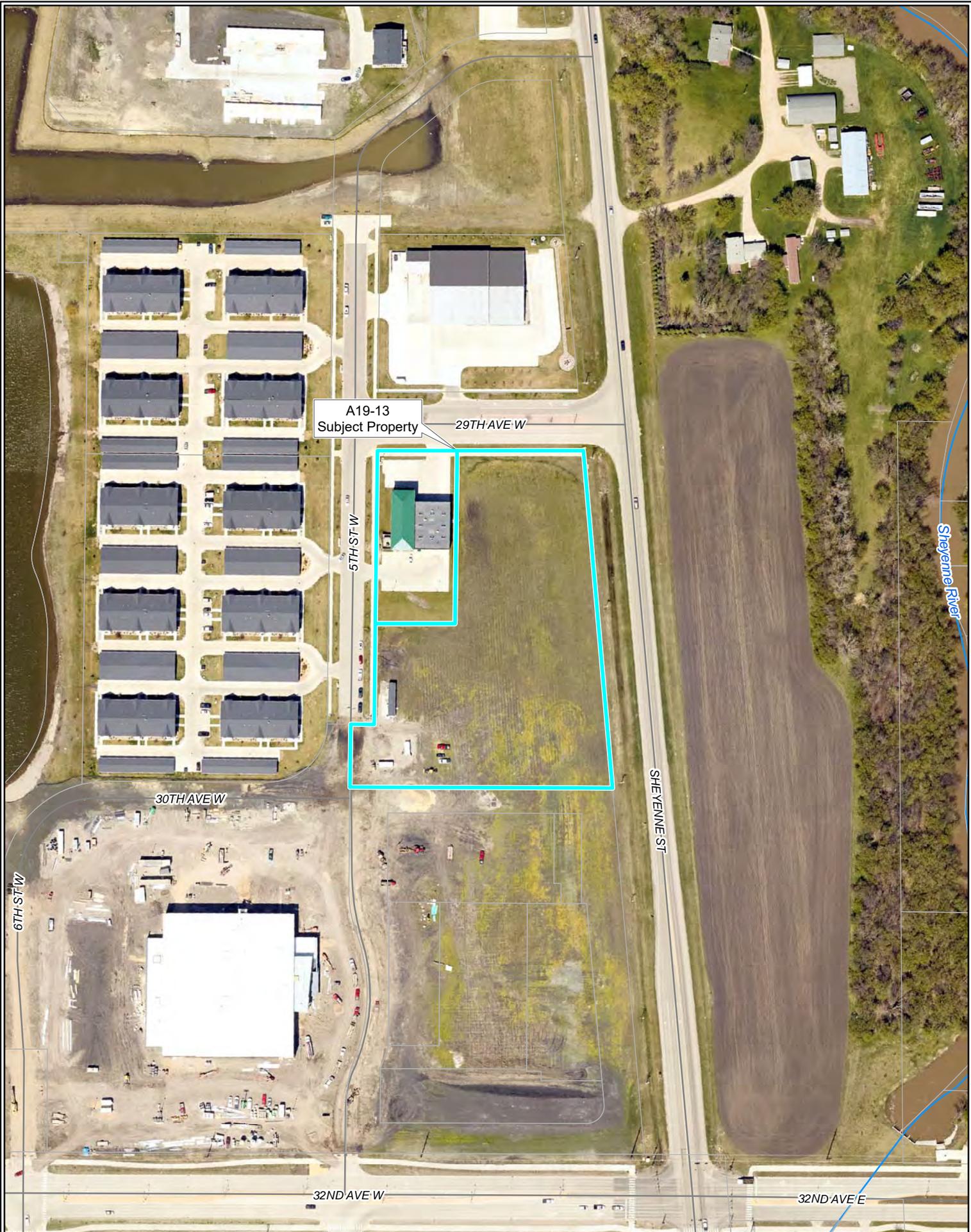
RECOMMENDATIONS:

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

1. Reject the proposed district standards. Add to C: Light Commercial district standards for this PUD to allow for multiple dwelling units as a permitted use on Lot 1 and Lot 2, Block 1 when located above, beside, or behind commercial establishments along Sheyenne Street when either physically connected to the building or upon the same legal lot of record.
2. Proposed access onto Sheyenne Street be approved by the City Commission upon recommendation of the City Engineer.
3. Development of Lots 1 & 2, Block 1 will be subject, but not limited to C: Light Commercial district standards with exception as noted in recommendation #1, CO: Corridor Overlay district standards, 4-440 Supplementary District Regulations, 4-449-A. Landscaping Standard, 4-450 Off-Street Parking and Loading Requirements, and 4-460 Sign Regulations.
4. A signed PUD Agreement and if necessary signed Improvement Agreement is received.
5. An updated drainage plan is received and approved by the City Engineer.
6. A signed Final Plat is received with any necessary easements.
7. An Attorney Title Opinion is received
8. A certificate is received showing taxes are current.

PLANNING AND ZONING RECOMMENDATION:

At their April 2, 2019 meeting, the Planning and Zoning Commission recommended approval of the Replat and Planned Unit Development Amendment, subject to the eight conditions listed above.



A19-13
Subject Property

29TH AVE W

5TH ST W

30TH AVE W

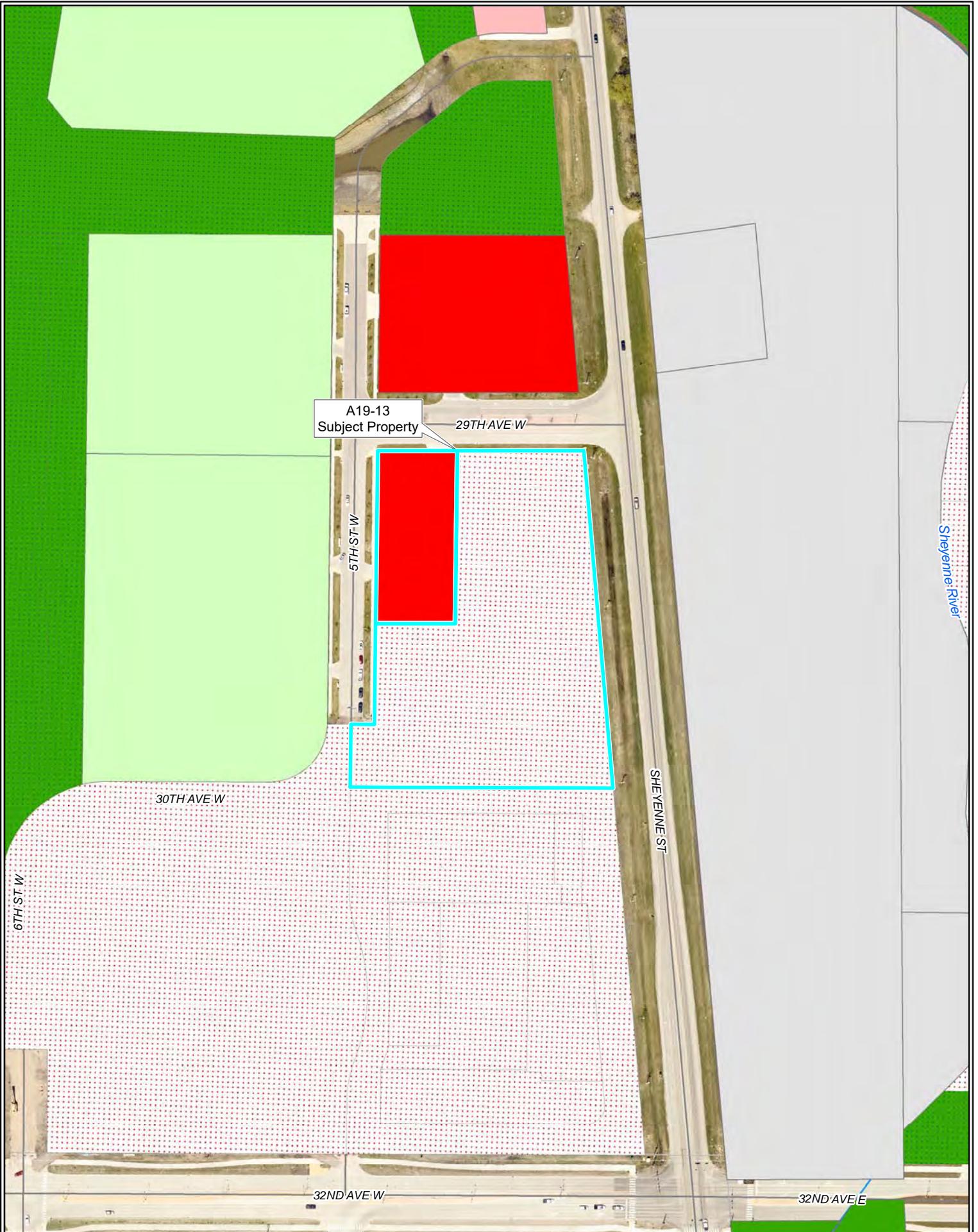
6TH ST W

SHEYENNE ST

32ND AVE W

32ND AVE E

Sheyenne River



A19-13
Subject Property

29TH AVE W

5TH ST W

30TH AVE W

SHEYENNE ST

Sheyenne River

6TH ST W

32ND AVE W

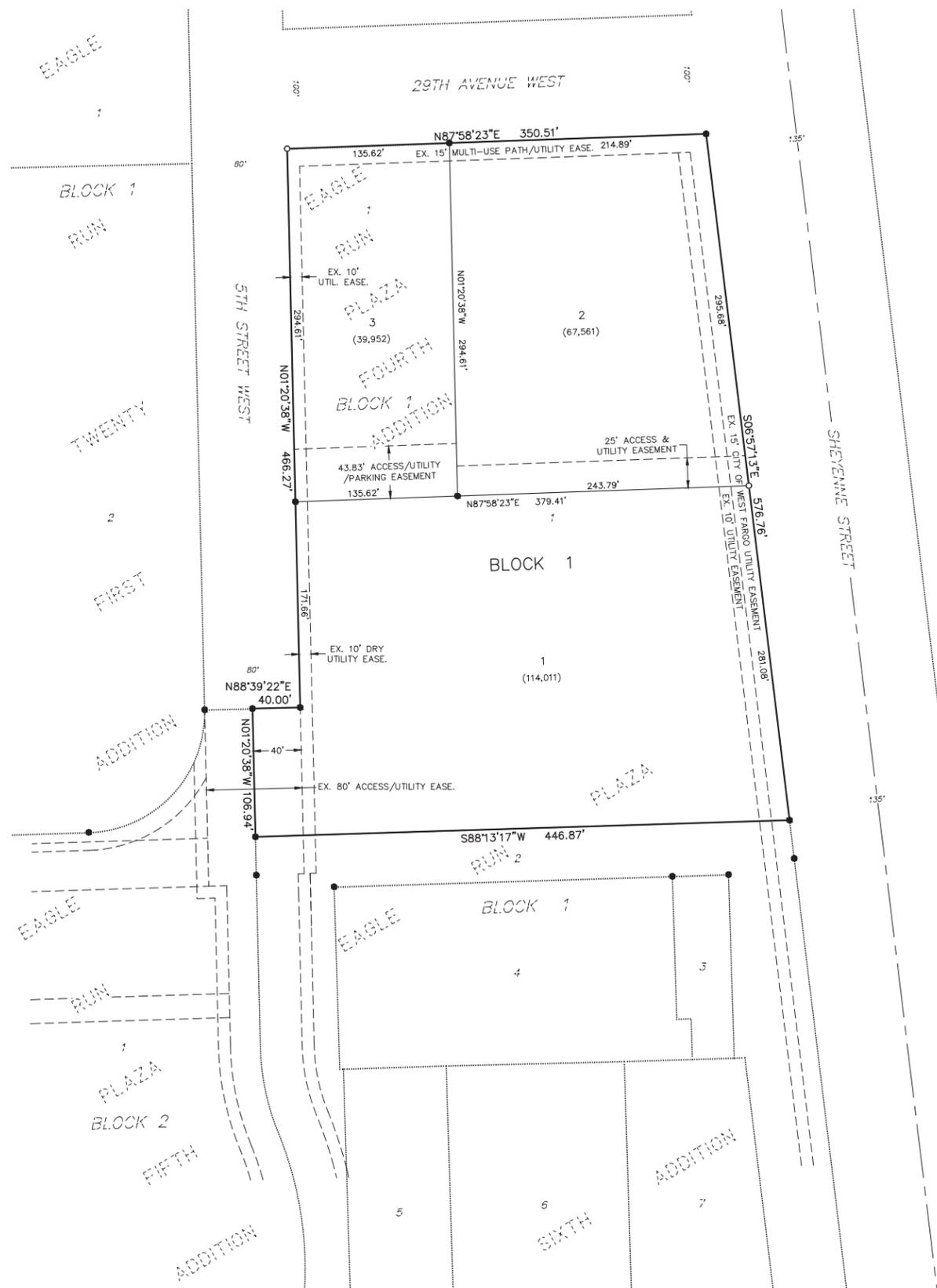
32ND AVE E



- | | | | | |
|--|---|---|---|--|
| <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 PUD: Planned Unit Development | <ul style="list-style-type: none"> R-1: One and Two Family R-1A: Single Family R-1B: Special Single Family R-1E: Rural Estate | <ul style="list-style-type: none"> R-1S: Special One and Two Family R-1SM: Mixed One and Two Family R-2: Limited Multiple Dwelling R-3: Multiple Dwelling | <ul style="list-style-type: none"> R-4: Mobile Home R-5: Manufactured Home R-L1A: Large Lot Single Family R-R: Rural Residential |
|--|---|---|---|--|



**PLAT OF
EAGLE RUN PLAZA EIGHTH ADDITION
TO THE CITY OF WEST FARGO, A REPLAT OF LOT 1, BLOCK 1, EAGLE RUN PLAZA
SIXTH ADDITION AND LOT 1, BLOCK 1, EAGLE RUN PLAZA FOURTH ADDITION
IN THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA**



CERTIFICATE

STEVEN W. HOLM, BEING DULY SWORN, DEPOSES AND SAYS THAT HE IS THE REGISTERED LAND SURVEYOR WHO PREPARED AND MADE THE ATTACHED PLAT OF "EAGLE RUN PLAZA EIGHTH ADDITION" TO THE CITY OF WEST FARGO, A REPLAT OF LOT 1, BLOCK 1, EAGLE RUN PLAZA SIXTH ADDITION AND LOT 1, BLOCK 1, EAGLE RUN PLAZA FOURTH ADDITION IN THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY THEREOF; THAT ALL DISTANCES ARE CORRECTLY SHOWN ON SAID PLAT; THAT MONUMENTS HAVE BEEN PLACED IN THE GROUND AS INDICATED FOR THE GUIDANCE OF FUTURE SURVEYS AND THAT SAID ADDITION IS DESCRIBED AS FOLLOWS, TO WIT:

LOT 1, BLOCK 1, EAGLE RUN PLAZA SIXTH ADDITION TO THE CITY OF WEST FARGO, ACCORDING TO THE RECORDED PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, CASS COUNTY, NORTH DAKOTA.

AND

LOT 1, BLOCK 1, EAGLE RUN PLAZA FOURTH ADDITION TO THE CITY OF WEST FARGO, ACCORDING TO THE RECORDED PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF SAID RECORDER.

SAID TRACT CONTAINS 5.09 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD, IF ANY.

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



STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2019, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED STEVEN W. HOLM, REGISTERED LAND SURVEYOR, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

WEST FARGO PLANNING COMMISSION APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 2019.

TOM MCDUGALL, CHAIRMAN

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2019, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TOM MCDUGALL, CHAIRMAN OF THE WEST FARGO PLANNING COMMISSION, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE NAME OF THE WEST FARGO PLANNING COMMISSION.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

WEST FARGO CITY COMMISSION APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 2019.

BERNIE L. DARDIS, PRESIDENT OF
THE WEST FARGO CITY COMMISSION

TINA FISK, CITY AUDITOR

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2019, BEFORE ME, A NOTARY PUBLIC IN 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 DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THE NAME OF THE CITY OF WEST FARGO.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

WEST FARGO CITY ATTORNEY APPROVAL

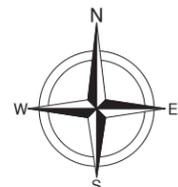
I HEREBY CERTIFY THAT PROPER EVIDENCE OF TITLE HAS BEEN EXAMINED BY ME AND I APPROVE THE PLAT AS TO FORM AND EXECUTION THIS _____ DAY OF _____, 2019.

JOHN T. SHOCKLEY, CITY ATTORNEY

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2019, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JOHN T. SHOCKLEY, CITY ATTORNEY, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS THE CITY ATTORNEY.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA



- LEGEND**
- IRON MONUMENT FOUND
 - SET 5/8"x18" REBAR WITH YELLOW PLASTIC CAP #6571
 - (25,126) LOT AREA IN SQUARE FEET

BASIS OF BEARINGS:
EAGLE RUN PLAZA SIXTH ADDITION TO THE CITY OF WEST FARGO ACCORDING TO THE RECORDED PLAT THEREOF.



DEDICATION

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND DESCRIBED IN THE PLAT OF "EAGLE RUN PLAZA EIGHTH ADDITION" TO THE CITY OF WEST FARGO, A REPLAT OF LOT 1, BLOCK 1, EAGLE RUN PLAZA SIXTH ADDITION AND LOT 1, BLOCK 1, EAGLE RUN PLAZA FOURTH ADDITION IN THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA; THAT WE HAVE CAUSED IT TO BE PLATTED INTO LOTS AND BLOCKS AS SHOWN BY SAID PLAT AND CERTIFICATE OF STEVEN W. HOLM, REGISTERED LAND SURVEYOR, AND THAT THE DESCRIPTION AS SHOWN IN THE CERTIFICATE OF THE REGISTERED LAND SURVEYOR IS CORRECT. WE HEREBY DEDICATE ALL ACCESS, UTILITY AND PARKING EASEMENTS SHOWN ON SAID PLAT TO THE USE OF THE PUBLIC.

OWNER: LOT 1 AND LOT 2: 25TH STREET INVESTMENTS, LLC

BY: _____
TITLE: _____

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2019, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE NAME OF 25TH STREET INVESTMENTS, LLC.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

MORTGAGEE: LOT 1 AND LOT 2: WESTERN STATE BANK

BY: _____
TITLE: _____

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2019, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE NAME OF WESTERN STATE BANK.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

OWNER: LOT 3: CITY OF WEST FARGO

BERNIE L. DARDIS, PRESIDENT OF
THE WEST FARGO CITY COMMISSION

TINA FISK, CITY AUDITOR

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2019, BEFORE ME, A NOTARY PUBLIC IN 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 DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THE NAME OF THE CITY OF WEST FARGO.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

CITY ENGINEER'S APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 2019.



DUSTIN T. SCOTT, CITY ENGINEER

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2019, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DUSTIN T. SCOTT, CITY ENGINEER, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

EAGLE RUN EIGHTH PLAZA ADDITION PLANNED UNIT DEVELOPMENT AMENDMENT.

Statement of Intent. The provisions of the PUD are intended to blend the commercial and multi-family residential design standards and to continue a cohesive aesthetic within previously approved PUD's known as The Lights on Sheyenne. This project will include (1) large 5-story building with an approximate floorplate of 70,000 sf on Lot 1 Block 1 Eagle Run Plaza Eighth Addition. This mixed-use building will include a combination of commercial space, multi-family dwellings, structured parking, and building amenity spaces.

Permitted Uses.

1. Retail businesses, such as general merchandise, food, liquor, hardware, furniture, and apparel stores; eating and drinking establishments; and drugstores.
2. Business services, such as banks, and other financial institutions, and professional offices.
3. Commercial and professional office buildings, single or multi-tenant.
4. Personal services, such as barber and beauty shops, photographic studios, laundromats and dry-cleaning establishments.
5. Entertainment, social or recreational businesses, such as bowling alleys, health clubs, theaters (excluding drive-ins), night clubs, private clubs and lodges.
6. Repair services, such as radio shops, appliance shops, upholstery shops and shoe repair shops.
7. Cultural and educational facilities, such as trade schools, museums, business colleges, and adult education centers.
8. Schools, churches, religious institutions and places of worship.
9. Public/semi-public facilities, such as armories, parks, police and fire stations; telephone exchange buildings, and civic centers.
10. Medical and dental facilities such as clinics, hospitals, nursing, basic care or convalescent homes, not including Behavioral Health Care Facility.
11. Veterinary clinics without overnight facilities.
12. Hotels and motels.

13. Public transportation depots.
14. Greenhouses and plant nurseries.
15. Parking lots.
16. On-premise signs.
17. Essential services.
18. Child Care Facility, Child Care Center and Family Child Care Home.
19. Social Service uses such as homeless shelters, shelters for victims of domestic abuse, and facilities to feed the homeless and indigent.
20. Multi-family residential.
21. Other: Uses not listed but similar to the permitted uses above and consistent with the stated purpose of this district.

Yard Requirements. Sheyenne Boulevard shall be considered the front yard and all others shall be considered side yards.

1. Side Yard Minimum. The minimum side yard shall be 0 feet.
2. Front Yard Minimum. A minimum front yard depth of 20 feet.
3. Lot Coverage. Lot coverage by buildings shall not exceed 80%.
4. Maximum Height. There will be no maximum height requirement.
5. Minimum Green Area. There will be no minimum green area requirement.
6. Lot Area Minimum. Minimum lot area calculations shall not apply.

Lot Design Standards.

1. Open Space Landscaping:
 - a. All yard areas not covered by buildings, sidewalks or paved parking areas shall be landscaped in a manner consistent with the PUD to the immediate South.
 - b. Enhanced streetscaping will be required between the building and Sheyenne Boulevard. This shall include but not be strictly limited to a

combination of concrete, stamped concrete, large planters, and pavers.

2. Building Construction:

- a. Building façade shall be have complimentary materials and percentages to the PUD immediately south of this project.
- b. A minimum of eighty percent (80%) of any main floor wall (facade area) which fronts Sheyenne Boulevard and 5th Street West shall be constructed of glass, brick, wood, stone, architectural concrete cast in place or precast concrete panels, architectural metal panels or, as approved by the Commission(s), other integrated materials per the architectural design.
- c. A minimum of thirty percent (30%) of floors 2 and higher walls (facade area) which front Sheyenne Boulevard and 5th Street West shall be constructed of glass, brick, wood, stone, architectural concrete cast in place or precast concrete panels, architectural metal panels or, as approved by the Commission(s), other integrated materials per the architectural design.

3. Boulevard/Front Yard Plantings:

- a. Boulevard vegetation shall be consistent with the overall look and feel of the adjacent properties between the building and the parking on the West and South sides of the building.
- b. Full sized planters, made of concrete or metal, shall be incorporated into the landscaping between the building and Sheyenne.
- c. Each tree shall be at least 1½ inches in caliper and all tree species shall be as recommended by the City Forester.

4. Curbs Required: All buildings and walkways bordering any parking areas shall be curbed.

5. Refuse Collection Areas and Outdoor Storage Areas: All refuse collection and outdoor storage areas shall only be permitted in rear yards and shall be visually screened from adjoining properties or streets.

6. Parking Areas:

- a. All parking areas shall be paved to provide a durable and dust-free surface.
- b. Light poles located within parking area perimeters shall be surrounded by curbed islands with a minimum distance of 4 feet from the center line of

the light pole to the curb, or otherwise protected by an elevated concrete pedestal at least 3 feet in height and 2 feet in diameter.

- c. Light poles located outside of paved parking areas shall be located a minimum of 4 feet from the curbed edge of the parking area, or protected by an elevated concrete pedestal of not less than 3 feet in height and 2 feet in diameter.
- d. Parking lot lighting materials shall match the PUD immediately to the south.

Parking and Loading Requirements.

1. Parking requirement calculations shall be considered dynamic and floor area shall not be factored in the parking requirement calculations. The project will be required to meet the greater of the multi-family residential or the commercial parking needs.
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 - Surface parking on Lot 2 Block 1 Eagle Run Eighth Addition.
 - Newly constructed surface parking stalls on Lot 3 Block 1 Eagle Run Eighth Addition.
 - The 3rd floor parking count on Lot 4 Block 1 Eagle Run Plaza 6th Addition.
2. A total of one (1) loading space shall be required for both Lots 1 and 2 Block 1 Eagle Run Eighth Addition.
 - a. Loading space shall be located immediately adjacent on either the north or south side of the 24' access and utility easement on their shared property line.

Sign Regulations. The property shall be considered commercial and shall follow City Ordinance for signage.

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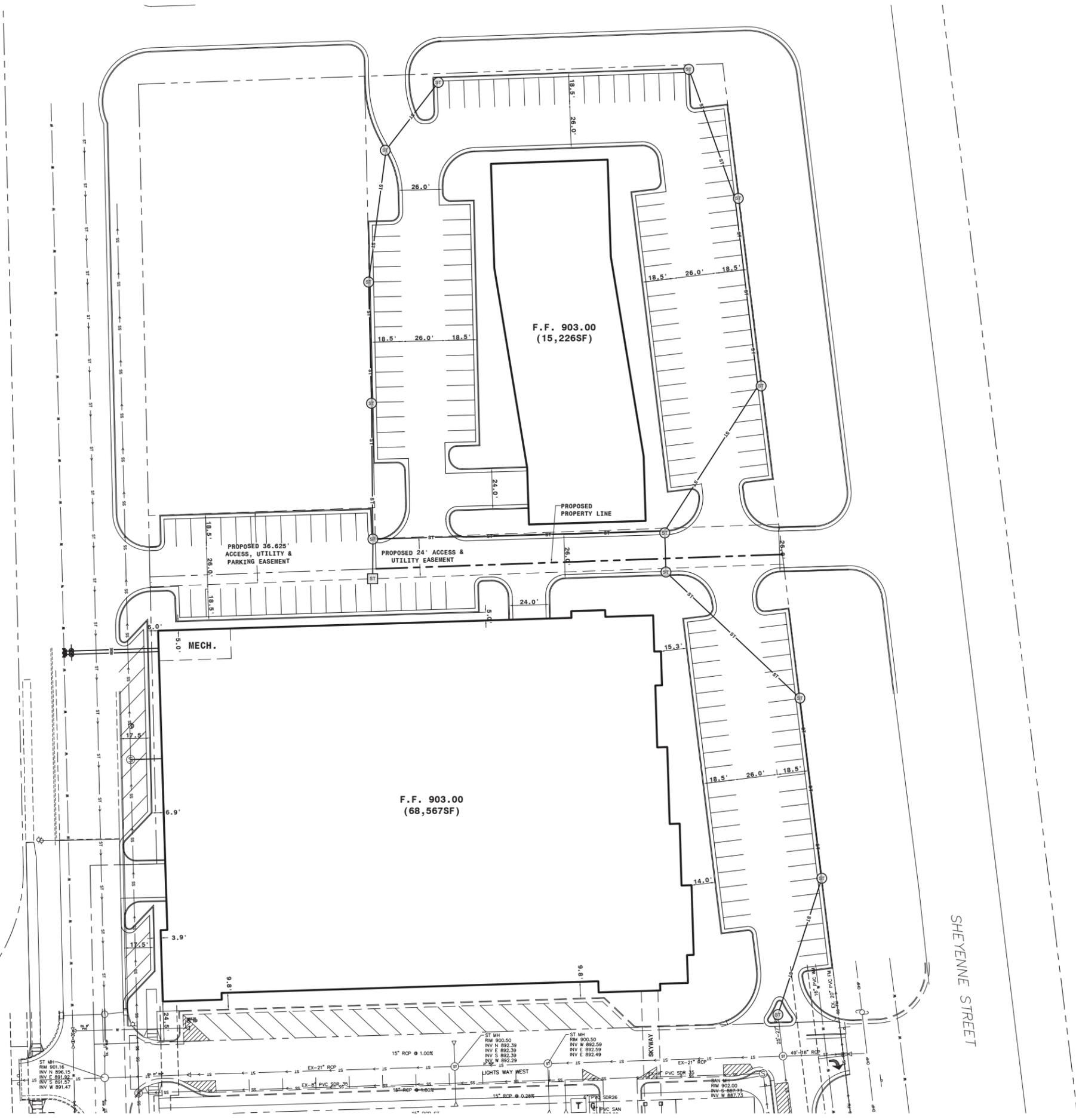
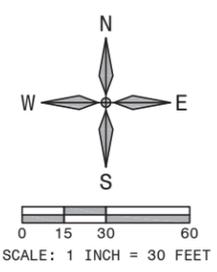
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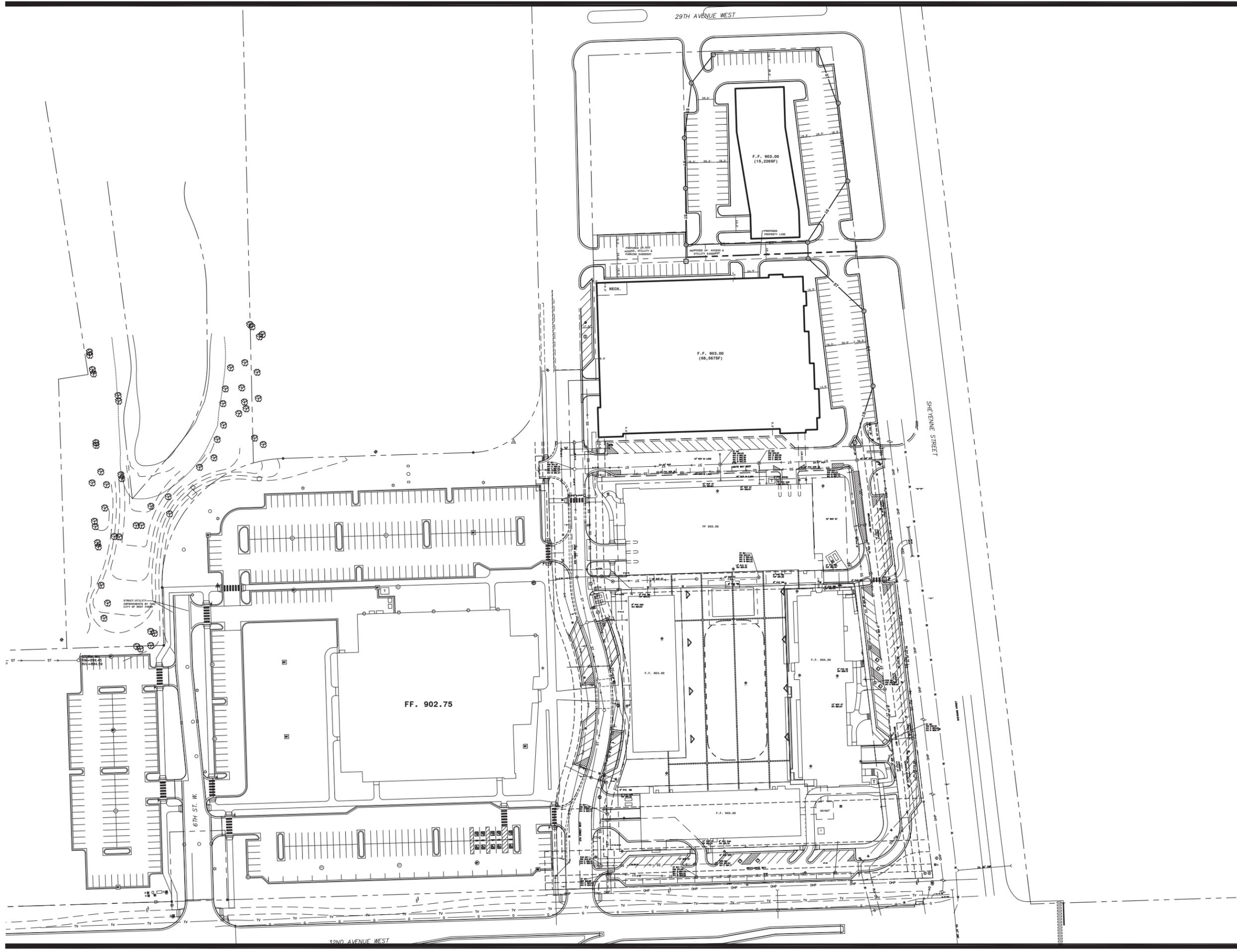
FARGO, NORTH DAKOTA



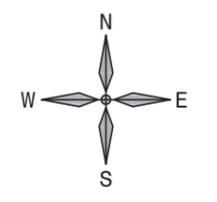
MBN JOB #: 19-035 DATE: 3-14-19

SITE PLAN

C1.0



MECHANICAL * ELECTRICAL * CIVIL
 503 7TH ST. N., SUITE 200
 FARGO, ND 58102
 PHONE: 701.478.6336
 FAX: 701.478.6340



SCALE: 1 INCH = 60 FEET



SHEYENNE 32 NORTH

FARGO, NORTH DAKOTA



MBN JOB #: 19-035 DATE: 3-14-19

OVERALL DEVELOPMENT PLAN

C2.0



AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

Agenda # 9

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

1. CONTACT PERSON: Tim Solberg

2. PHONE NUMBER: 433-5321 DATE: July 11, 2019

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

Heritage at the Wilds Addition, a replat.

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

Lots 8-12, Block 3 of the Wilds 9th Addition, City of West Fargo, North Dakota

5. ACTION BEING REQUESTED FROM CITY COMMISSION:

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

CITY OF WEST FARGO PLANNING & COMMUNITY DEVELOPMENT

STAFF REPORT

A19-23		REPLAT	
Heritage at the Wilds Addition			
Lots 8-12, Block 3 of the Wilds 9 th Addition, City of West Fargo, North Dakota			
Applicant: Nate Vollmuth		Staff Contact: Lisa Sankey	
Owner: Westport Investments LLC			
Planning & Zoning Commission Introduction:		06-11-2019	
Public Hearing:		06-11-2019 - Approved	
Final Plat Approval:			

PURPOSE:

Replat five lots into four.

STATEMENTS OF FACT:

Existing Land Use:	Vacant
Land Use Classification:	G-2: Sub-Urban - Growth Sector
Current Zoning District(s):	R-1: One & Two Family Dwellings
Zoning Overlay District(s):	n/a
Proposed Lot size(s) or range:	11,562.5 ft ²
Total area size:	1.06 Acres
Adjacent Zoning Districts:	North, South & East – R-1: One & Two Family Dwellings West – P: Public Facilities (Retention Pond)
Adjacent street(s):	Deb Drive West (Local)
Adjacent Bike/Pedestrian Facilities:	Path along 32 nd Ave W & 9 th Street West
Available Parks/Trail Facilities:	The Wilds Parks accessible within ½ mile by sidewalks and paths.
Land Dedication Requirements:	Provided with previous subdivision

DISCUSSION AND OBSERVATIONS:

- The applicant has submitted an application and preliminary plat.
- The replat is necessary to make some minor lot line adjustments to accommodate development of proposed lots.
- The new lots will meet the current zoning district requirements.
- The proposed replat does not affect any public easements or right of ways.

NOTICES:

Sent to: Applicable agencies and departments

Comments Received:

- None to date.

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

STAFF REPORT

- The proposed plan is consistent with City plans and Ordinances.

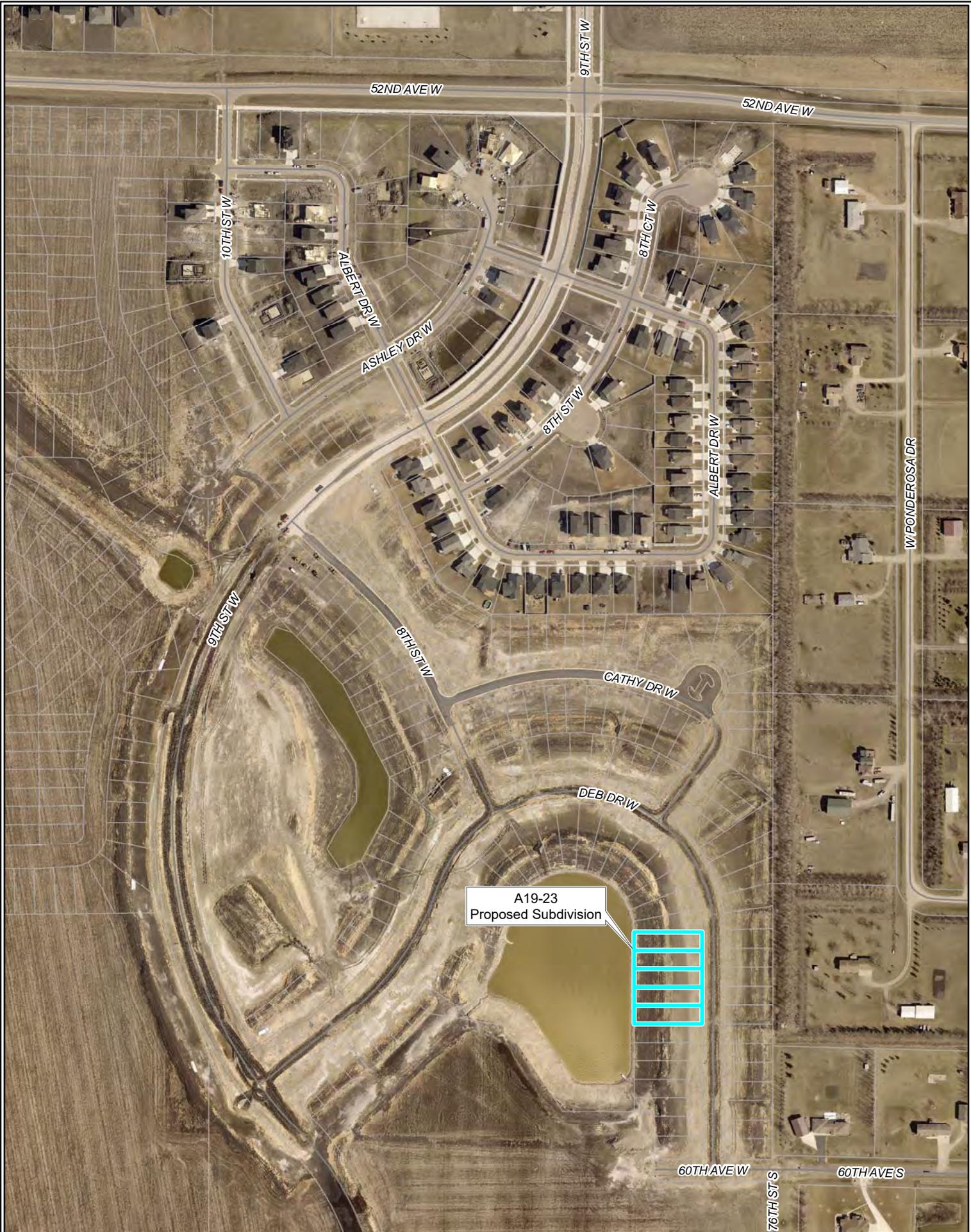
RECOMMENDATIONS:

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

1. An 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 June 11, 2019 meeting, the Planning and Zoning Commission recommended approval of the replat, subject to the four conditions listed above.



A19-23
Proposed Subdivision





A19-23
Proposed Subdivision

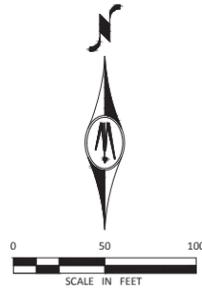


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|---|---|---|--|---|
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HERITAGE AT THE WILDS ADDITION

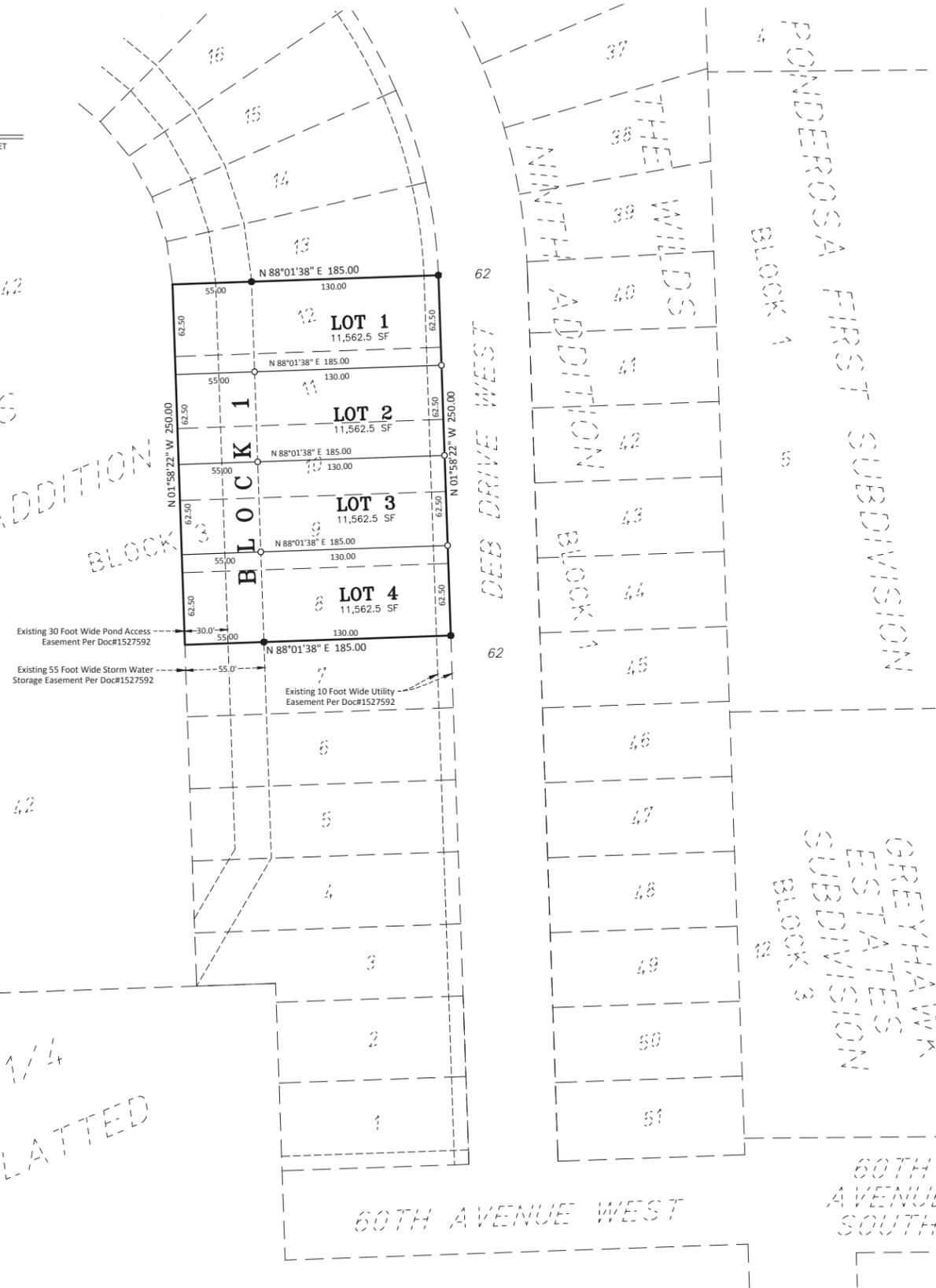
A REPLAT OF LOTS 8, 9, 10, 11 & 12, BLOCK 3, THE WILDS NINTH ADDITION
TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA



ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE PLAT OF THE WILDS NINTH ADDITION

LEGEND

- 5/8" x 18" REBAR MONUMENT SET
CAP LICENSE NO. LS-6703
- MONUMENT FOUND
- SUBJECT PROPERTY LINE
- EXISTING PROPERTY LINE
- EXISTING EASEMENT LINE



OWNERS DESCRIPTION AND DEDICATION

KNOWN ALL MEN BY THESE PRESENTS, That Westport Investments, LLC, a North Dakota limited liability company, under the laws of the State of North Dakota, as owner of a parcel of land located in the Southeast Quarter of the Northwest Quarter of Section 6, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota and more particularly described as follows:

Lots 8, 9, 10, 11 and 12, Block 3, THE WILDS NINTH 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.

Containing 46,250 square feet of land, more or less.

Said owner has caused the above described parcel of land to be surveyed and platted as "HERITAGE AT THE WILDS ADDITION" to the City of West Fargo, Cass County, North Dakota.

OWNER:
Westport Investments, LLC

By: Kevin Christianson, President

State of North Dakota }
County of Cass }SS

On this _____ day of _____, in the year 2019 before me personally appeared Kevin Christianson, President, Westport 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 Westport 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 }SS

On this _____ day of _____, in the year 2019 before me 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 _____, 2019.

John T. Shockley, City Attorney

State of North Dakota }
County of Cass }SS

On this _____ day of _____, in the year 2019 before me personally appeared John T. Shockley, City Attorney, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of the City of West Fargo.

Notary Public

CITY ENGINEER'S APPROVAL

This plat in the City of West Fargo is hereby approved this _____ day of _____, 2019.

Dustin Scott, City Engineer

State of North Dakota }
County of Cass }SS

On this _____ day of _____, in the year 2019 before me personally appeared Dustin Scott, City Engineer, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of the City of West Fargo.

Notary Public

WEST FARGO PLANNING COMMISSION APPROVAL

This plat in the City of West Fargo is hereby approved this _____ day of _____, 2019.

Tom McDougall, Chairman, West Fargo Planning Commission

State of North Dakota }
County of Cass }SS

On this _____ day of _____, in the year 2019 before me personally appeared Tom McDougall, Chairman, West Fargo Planning Commission, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of the West Fargo Planning Commission.

Notary Public

WEST FARGO CITY COMMISSION APPROVAL

This plat in the City of West Fargo is hereby approved this _____ day of _____, 2019.

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

Attest: Tina Fisk, City Auditor

County of Cass }
State of North Dakota }SS

On this _____ day of _____, in the year 2019 before me 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