



- A. Pledge of Allegiance
- B. Approve Order of Agenda
- C. Approval of Minutes – August 5, 2019 **(Pg 2-5)**
- D. Building Permits

**Consent Agenda – Approve the Following:**

- a. Bills **(Pg 6-15)**
- b. Encroachment Agreement for Harper Heights, LP **(Pg 16-20)**
- c. Games of Chance for Veterans Warrior Foundation. Games to be conducted: Raffle Board on 8/31/19 at the West Fargo VFW, 444 Sheyenne Street. **(Pg 21)**
- d. Games of Chance for the FM Autism Warriors. Games to be conducted: Raffle on 8/24/19 at the West Fargo VFW, 444 Sheyenne Street. **(Pg 22)**
- e. June 30, 2019 Financial Report **(Pg 23-24)**
- f. Schedule a 5:30pm First Reading and Public Hearing on Zoning Ordinance Amendment to Section 4-426-A. R-5 Mobile Home Subdivision District on Monday, September 3, 2019 **(Pg 25-26)**
- g. Final Plat Approval of the Wilds 12<sup>th</sup> Addition, a Retracement Plat **(Pg 27-31)**

**Regular Agenda**

*Presentation of the American Council of Engineering Companies 2019 Engineering Excellence Award **(Pg 32)***

- 1. Second Reading of Ordinance No. 1142 – Legislative Updates – **John Shockley (Pg 33-44)**
- 2. Resolution Setting the Fee Schedule for Certain Violations – **John Shockley (Pg 45-51)**
- 3. Resolution Creating a City of West Fargo Complete Count Committee for the 2020 Census – **Melissa Richard (Pg 52-54)**
- 4. Development Review at Lot 1, Block 1 of Eagle Run Plaza 8<sup>th</sup> Addition and Request for Reduction in Parking Requirements – **Tim Solberg (Pg 55-112)**
- 5. Review Task Order #17 for Oak Ridge 18<sup>th</sup> Addition – **Dustin Scott (Pg 113-133)**
- 6. Review Plans and Specifications and Authorize Advertisement for Bid Documents for Sewer, Water, Storm and Street Improvement District No. 1325 – **Dustin Scott (Pg 134-144)**
- 7. The Lights, Plaza Parking Ramp Update – **Todd Berning**
- 8. Construction Updates – **Dustin Scott**
- 9. City Administrator's Report – **Tina Fisk**
- 10. Correspondence
- 11. Non-Agenda

*EXECUTIVE SESSION pursuant to NDCC 44-04-19.1 (9) regarding potential litigation arising out of the issuance of a building permit at 906 19<sup>th</sup> Avenue NW, West Fargo*

- 12. Adjourn



**West Fargo City Commission Meeting  
Monday, August 5, 2019  
Commission Chambers 5:30 P.M.**

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

The Pledge of Allegiance was recited.

Commissioner Gjerdevig moved and Commissioner Olson seconded to approve the Order of Agenda as presented. No opposition. Motion carried.

Commissioner Olson moved and Commissioner Gjerdevig seconded to approve the minutes of July 15, 2019. No opposition. Motion carried.

The Commission reviewed the Building Department Activity Report and Monthly Comparison Reports dated August 5, 2019 and Building Permits #386-448. Commissioner Olson moved and Commissioner Gjerdevig seconded to approve the Building Permits as presented. No opposition. Motion carried.

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

- a. Bills
- b. Games of Chance for Blessed Sacrament Catholic Church. Games to be conducted: Bingo, Raffle, Calendar Raffle from 8/6/19 to 6/30/20 at Blessed Sacrament Catholic Church 210 5 Ave W.
- c. Games of Chance for El Zagal Motor Patrol. Games to be conducted: Raffle from 8/10/19 to 10/26/19 at Speedway, 680 Main Ave W.
- d. Valley Water Rescue – Financial Agreement
- e. Revised Lights on 32 Plaza Agreement

No opposition. Motion carried.

West Fargo Fire Chief Dan Fuller appeared before the Commission and was presented with the Executive Fire Officer Certification.

City of West Fargo resident Almir Jupic and Public Works Director Chris Brungardt appeared before the Commission for a discussion on the Burlington Drive Retention Pond. After discussion, no action was requested of the Commission; Mr. Jupic will continue to be in contact with Public Works Director Chris Brungardt for follow up.



**West Fargo City Commission Meeting  
Monday, August 5, 2019  
Commission Chambers 5:30 P.M.**

FM MetroCog representative Joni Giese appeared before the Commission for an FM Diversion Recreation Plan Presentation. No action was requested of the Commission.

Human Resources Director Jenna Wilm and Dale Carnegie Representative Bethany Berkeley appeared before the Commission to provide an overview of the Leadership Training that all supervisors participated in. No action was requested of the Commission.

Human Resources Director Jenna Wilm and Finance Director Jim Larson appeared before the Commission for a new Payroll Software Platform discussion. After discussion, Commissioner Simmons moved and Commissioner Thorstad seconded to approve the new payroll software for implementation in January 2020, contingent upon the commissioners receiving more detailed information before signing a contract. No opposition. Motion carried.

City Attorney John Shockley appeared before the Commission for a First Reading of Ordinance No. 1140, Gas Franchises. After discussion, Commissioner Olson moved and Commissioner Simmons seconded to approve the First Reading. No opposition. Motion carried.

City Attorney John Shockley appeared before the Commission for a First Reading of Ordinance No. 1143, Gas Franchises. After discussion, Commissioner Simmons moved and Commissioner Gjerdevig seconded to approve the First Reading. No opposition. Motion carried.

City Attorney John Shockley appeared before the Commission for a First Reading of Ordinance No. 1142, Legislative Updates. After discussion, Commissioner Gjerdevig moved and Commissioner Olson seconded to approve the First Reading. No opposition. Motion carried.

Finance Director Jim Larson and City Administrator Tina Fisk appeared before the Commission for the 2020 Budget Presentation. After discussion, Commissioner Simmons moved and Commissioner Olson seconded to approve the preliminary 2020 Budget as presented. No opposition. Motion carried.

Director of Planning & Zoning Tim Solberg appeared before the Commission for a Final Plat Approval of Woodland Estates 2<sup>nd</sup> Subdivision, a Replat. After discussion, Commissioner Simmons moved and Commissioner Gjerdevig seconded to approve the Final Plat as presented. No opposition. Motion carried.

City Engineer Dustin Scott appeared before the Commission to Review the Bid Results and Engineer's Statement of Cost for Water Improvement Project No. 1312 (Ph. 2). After discussion, Commissioner Simmons moved and Commissioner Gjerdevig seconded to award the contract to KPH for \$1,523,497. No opposition. Motion carried.



**West Fargo City Commission Meeting  
Monday, August 5, 2019  
Commission Chambers 5:30 P.M.**

City Engineer Dustin Scott appeared before the Commission to Review the Petition for Improvements, Approve the Creation of and Review the Engineer's Report for Sewer, Water, Storm and Street Improvement District No. 1325. After discussion, Commissioner

Gjerdevig moved and Commissioner Simmons seconded to approve the creation of District 1325, and to direct the Engineer to prepare the Engineer's Report and Prepare Plans & Specifications. 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 discussed the following for the City Administrator's Report:

- a. Night to Unite 8/6 at 5:30pm at Elmwood
- b. First meeting in September
  - i. 9/2 is Labor Day
  - ii. Move to 9/3?
    1. YES – consensus
  - iii. Annual NDLC meeting in September
    1. Sept 19-21
    2. Hotel rooms are booked, please see Courtney to register
  - iv. 8/13 at 10am Grace Gardens ribbon cutting celebration
  - v. Jeremiah Program invitation
    1. Holiday inn on 10/18

City Attorney John Shockley appeared before the Commission regarding correspondence regarding bond issuance for 2019. There was a consensus on moving forward with the process.

There were no other non-agenda items.

At 7:22pm, Commissioner Olson moved and Commissioner Simmons seconded to close the regular City Commission meeting and move into *Executive Session pursuant to NDCC § 44-04-19.1 (9) to receive update from NDRIF attorney regarding Vanyo, et. al. v. City of West Fargo – NDRIF Claim #ND-51259-18*. No opposition. Motion carried.

At 8:05pm, Commissioner Dardis reopened the regular City Commission meeting. No action was taken regarding the Executive Session.

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



**West Fargo City Commission Meeting**  
**Monday, August 5, 2019**  
**Commission Chambers 5:30 P.M.**

---

Bernie Dardis, Commission President

---

Tina Fisk, City Administrator

# Consent Agenda Item: a

08/09/19  
16:14:02

CITY OF WEST FARGO, ND  
Check Register  
For the Accounting Period: 8/19

Page: 1 of 10  
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
83567	*	S 2499 FM CONVENTION & VISITORS BUREAU	21155.11	08/05/19			
						CL 86286	21155.11
83568	S	2499 FM CONVENTION & VISITORS BUREAU	10577.56	08/05/19			
						CL 86287	10577.56
83569	S	66 CITY OF WEST FARGO-PETTY CASH	50.00	08/05/19			
						CL 86333	50.00
83570	S	289 ACME TOOLS	84.63	08/05/19			
						CL 86339	84.63
83571	S	3179 ADVANCED ENGINEERING & ENVIRONMENTAL SER	28071.75	08/05/19			
						CL 86152	28071.75
83572	S	887 AIRBORNE CUSTOM SPRAYING, INC	18027.50	08/05/19			
						CL 86402	18027.50
83573	S	2544 AIRGAS USA, LLC	848.45	08/05/19			
						CL 86403	848.45
83574	S	999999 ALYSSA MARTIN	300.00	08/05/19			
						CL 86371	300.00
83575	S	2742 AMBASSADOR INC	7298.59	08/05/19			
						CL 86392	7298.59
83576	S	317 AMERICAN WELDING & GAS, INC.	158.69	08/05/19			
						CL 86398	158.69
83577	S	43 BATTERIESPLUS c/o Bat 34 Inc	2269.53	08/05/19			
						CL 86318	2189.78
						CL 86380	79.75
83578	S	2353 BEN NECHIPORENKO	76.00	08/05/19			
						CL 86147	76.00
83579	S	1127 BIERSCHBACH EQUIPMENT & SUPPLY	399.30	08/05/19			
						CL 86187	399.30
83580	S	3029 BLESSED SACRAMENT CATHOLIC CHURCH	250.00	08/05/19			
						CL 86172	250.00
83581	S	1403 BLUE TARP FINANCIAL, INC	429.97	08/05/19			
						CL 86205	299.98
						CL 86395	129.99
83582	S	26 BORDER STATES INDUSTRIES INC	310.85	08/05/19			
						CL 86347	310.85
83583	S	652 BRESCO CORPORATION	199.00	08/05/19			
						CL 86341	199.00
83584	S	2811 BROCK ACKERMAN	109.77	08/05/19			
						CL 86144	109.77
83585	S	16 BROKERAGE PRINTING	807.34	08/05/19			
						CL 86219	326.48
						CL 86220	156.56
						CL 86229	324.30
83586	S	351 BUSINESS ESSENTIALS	1657.96	08/05/19			
						CL 86230	415.88
						CL 86232	508.30
						CL 86239	490.46
						CL 86307	59.38
						CL 86314	183.94

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
83587	S	999999 CAITLYN CAMERON	300.00	08/05/19			
						CL 86375	300.00
83588	S	2944 CASCADE ENGINEERING	21300.00	08/05/19			
						CL 86276	21300.00
83589	S	2465 CASEY BAARDSON	279.00	08/05/19			
						CL 86300	279.00
83590	S	61 CASS COUNTY TREASURER	12357.40	08/05/19			
						CL 86195	12132.40
						CL 86295	225.00
83591	S	46 CASS RURAL WATER USERS	63.18	08/05/19			
						CL 86308	27.00
						CL 86332	36.18
83592	S	1512 CDW GOVERNMENT, INC	523.05	08/05/19			
						CL 86148	418.18
						CL 86188	57.74
						CL 86293	47.13
83593	S	1074 CENTER UPHOLSTERY & CANVAS REPAIR	175.00	08/05/19			
						CL 86342	175.00
83594	S	999999 CHRIS HERRICK	300.00	08/05/19			
						CL 86365	300.00
83595	S	3216 CINTAS	89.33	08/05/19			
						CL 86181	89.33
83596	S	2401 CITIES DIGITAL	731.34	08/05/19			
						CL 86328	731.34
83597	S	111 CITY OF FARGO	69862.17	08/05/19			
						CL 86216	2200.00
						CL 86249	65383.09
						CL 86327	1063.08
						CL 86355	1216.00
83598	S	2138 CITY OF SAINT PAUL	520.00	08/05/19			
						CL 86303	520.00
83599	S	3021 CIVICPLUS	10177.02	08/05/19			
						CL 86156	10177.02
83600	S	1904 CODE 4 SERVICES, INC	718.72	08/05/19			
						CL 86150	46.75
						CL 86169	671.97
83601	S	3303 CONTINENTAL LIGHTING SUPPLY	7560.00	08/05/19			
						CL 86184	7560.00
83602	S	3245 CORE & MAIN	260.32	08/05/19			
						CL 86206	0.97
						CL 86264	259.35
83603	S	60 CROSSCOUNTRY FREIGHT SOLUTIONS	88.55	08/05/19			
						CL 86354	88.55
83604	S	1675 DAKOTA FLUID POWER, INC	276.20	08/05/19			
						CL 86267	276.20
83605	S	79 DAKOTA HOSE & EQUIP	513.98	08/05/19			
						CL 86250	513.98

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
83606	S	2514 DAKOTA MAILING & SHIPPING EQUIPMENT, INC	170.66	08/05/19			
83607	S	1277 DAN'S SERVICE CENTER	25.00	08/05/19		CL 86224	170.66
83608	S	999999 DAVE MCCLOSKEY	190.00	08/05/19		CL 86271	25.00
83609	S	856 DAVE'S WEST FARGO TIRE	283.00	08/05/19		CL 86374	190.00
83610	S	2225 DTN, LLC	373.25	08/05/19		CL 86143	283.00
83611	S	2100 EAGLE RUN CROSSING LLC	875.88	08/05/19		CL 86163	373.25
83612	S	999999 EDWARD CRARY	190.00	08/05/19		CL 86174	875.88
83613	S	545 ELECTRIC PUMP, INC	5448.00	08/05/19		CL 86366	190.00
83614	S	3410 ENGRAPHIX	508.00	08/05/19		CL 86247	5448.00
83615	S	877 ENVIRONMENTAL TOXICITY CONTROL INC.	850.00	08/05/19		CL 86153	140.75
83616	S	140 F-M AMBULANCE SERVICE	2342.50	08/05/19		CL 86214	367.25
83617	S	1851 F/S MANUFACTURING INC	29.88	08/05/19		CL 86345	850.00
83618	S	660 FARGO FREIGHTLINER	2000.98	08/05/19		CL 86316	262.50
83619	S	131 FARGO TRACTOR	3200.00	08/05/19		CL 86331	2080.00
83620	S	2387 FERGUSON ENTERPRISES #3093	14.55	08/05/19		CL 86254	29.88
83621	S	329 FERGUSON WATERWORKS #2516	14765.94	08/05/19		CL 86258	132.42
83622	S	1812 FIRESTONE	2425.12	08/05/19		CL 86385	20.02
83623	S	2268 FLAGSHOOTER, LLC	3634.70	08/05/19		CL 86393	1848.54
83624	S	145 FM EXHAUST & BRAKE CO	17.50	08/05/19		CL 86283	3200.00
83625	S	2219 FMHRA	99.00	08/05/19		CL 86260	14.55
83626	S	104 FORUM COMMUNICATIONS	304.30	08/05/19		CL 86208	722.86
						CL 86359	14043.08
						CL 86154	2425.12
						CL 86279	3634.70
						CL 86265	17.50
						CL 86166	99.00
						CL 86321	206.55
						CL 86350	97.75

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
83627	S	155 GALLS, LLC	533.27	08/05/19			
83628	S	2904 GLASS DOCTOR-FARGO	645.09	08/05/19		CL 86310	533.27
83629	S	2558 GOODYEAR COMMERCIAL TIRE	18.95	08/05/19		CL 86269	645.09
83630	S	556 GRAINGER, INC.	133.11	08/05/19		CL 86349	18.95
83631	S	939 GRAYBAR	2493.08	08/05/19		CL 86207	133.11
						CL 86221	1920.00
						CL 86358	547.61
						CL 86388	25.47
83632	S	2877 GREATAMERICA FINANCIAL SERVICES	881.14	08/05/19		CL 86141	704.51
						CL 86223	176.63
83633	C S	135 HAWKINS WTR TREATMENT	0.00	08/05/19		CL 86273	
						CL 86183	
83634	C S	135 HAWKINS WTR TREATMENT	0.00	08/05/19		CL 86273	
83635	* S	3249 HB SOUND & LIGHT	603.60	08/05/19		CL 86298	603.60
83636	S	3281 HEARTLAND PAPER COMPANY	682.47	08/05/19		CL 86284	653.04
						CL 86353	29.43
83637	S	1226 HP INC.	15465.68	08/05/19		CL 86171	13589.12
						CL 86231	1550.56
						CL 86330	326.00
83638	S	358 HUBERT OYE-SONS CONST.	3176.84	08/05/19		CL 86290	2600.00
						CL 86343	576.84
83639	S	3087 IBM CORPORATION	145.00	08/05/19		CL 86357	145.00
83640	S	211 INTERSTATE BATTERIES	371.80	08/05/19		CL 86251	371.80
83641	S	1012 INTERSTATE POWER SYSTEMS, INC	471.96	08/05/19		CL 86401	471.96
83642	S	233 J & L SPORTS	14.00	08/05/19		CL 86405	14.00
83643	S	1735 JARED GIFFEY	81.75	08/05/19		CL 86277	81.75
83644	S	1024 JOE BIRRENKOTT	69.06	08/05/19		CL 86192	69.06
83645	S	999999 JONATHON DUSHANE	300.00	08/05/19		CL 86370	300.00
83646	S	999999 K-9 DEFENSE LLC	7000.00	08/05/19		CL 86305	7000.00

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
83647	S	2735 KADRMAS, LEE & JACKSON, INC	305395.20	08/05/19	_____	CL 86296 CL 86297	143582.40 161812.80
83648	S	999999 KATELYN CYR	300.00	08/05/19	_____	CL 86372	300.00
83649	S	999999 KAYLI GROSS	300.00	08/05/19	_____	CL 86373	300.00
83650	S	3263 KD PRODUCTIONS	450.00	08/05/19	_____	CL 86406	450.00
83651	S	999999 KELLY HAGEN	190.00	08/05/19	_____	CL 86367	190.00
83652	S	999999 KEVIN JAWORSKI	300.00	08/05/19	_____	CL 86368	300.00
83653	S	3173 KIESLER'S POLICE SUPPLY, INC.	27926.40	08/05/19	_____	CL 86161	27926.40
83654	S	2752 KOST MATERIALS, LLC	922.50	08/05/19	_____	CL 86244 CL 86356	543.00 379.50
83655	S	2085 LANGUAGE LINE SERVICES	52.33	08/05/19	_____	CL 86408	52.33
83656	S	260 LAR'S BODY SHOP	2582.80	08/05/19	_____	CL 86233	2582.80
83657	S	705 LAWSON PRODUCTS	340.50	08/05/19	_____	CL 86182	340.50
83658	S	3418 LOFFLER	83.43	08/05/19	_____	CL 86238	83.43
83659	S	3304 MAC'S - FARGO	124.17	08/05/19	_____	CL 86178 CL 86262 CL 86338 CL 86399	35.99 35.49 27.39 25.30
83660	S	3434 MAIN STREET INITIATIVE-DEPT OF COMMERCE	500.00	08/05/19	_____	CL 86270	500.00
83661	S	3384 MATHESON TRI-GAS INC	530.29	08/05/19	_____	CL 86280 CL 86348 CL 86384	303.66 186.55 40.08
83662	S	3014 MELISSA RICHARD	119.40	08/05/19	_____	CL 86198	119.40
83663	S	3257 MELTWATER NEWS US INC	5000.00	08/05/19	_____	CL 86369	5000.00
83664	S	299 MENARDS	1046.12	08/05/19	_____	CL 86215 CL 86291 CL 86335 CL 86394	542.77 353.71 101.61 48.03
83665	S	2766 MIDCONTINENT COMMUNICATIONS	479.50	08/05/19	_____	CL 86217 CL 86275 CL 86313	154.50 125.00 200.00

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
83666	S	102 MIDSTATES WIRELESS	602.00	08/05/19			
						CL 86158	602.00
83667	S	772 MINNKOTA	163.90	08/05/19			
						CL 86157	163.90
83668	S	2121 MOEN PORTABLE TOILETS	275.00	08/05/19			
						CL 86315	275.00
83669	S	305 MOORE ENGINEERING	76250.00	08/05/19			
						CL 86235	76250.00
83670	S	628 MTW TOWING	95.00	08/05/19			
						CL 86228	95.00
83671	S	298 MVTL LABORATORIES	840.00	08/05/19			
						CL 86281	424.00
						CL 86383	416.00
83672	S	3428 ND DEPARTMENT OF ENVIORNMENTAL QUALITY	125.00	08/05/19			
						CL 86226	100.00
						CL 86352	25.00
83673	S	3229 ND DEPARTMENT OF HEALTH	25.00	08/05/19			
						CL 86179	25.00
83674	S	3239 ND DEPARTMENT OF HEALTH	75.00	08/05/19			
						CL 86186	75.00
83675	S	335 ND DEPT OF TRANSPORTATION	2012356.94	08/05/19			
						CL 86301	23469.29
						CL 86302	390780.25
						CL 86363	1598107.40
83676	S	2113 ND EDUCATORS SERVICE COOP	75.00	08/05/19			
						CL 86185	75.00
83677	S	895 ND INSURANCE DEPT.	22231.62	08/05/19			
						CL 86289	20.00
						CL 86360	22211.62
83678	S	337 ND LEAGUE OF CITIES	15579.00	08/05/19			
						CL 86268	15579.00
83679	S	370 ND SAFETY COUNCIL	858.00	08/05/19			
						CL 86151	858.00
83680	S	911 NDPOA	80.00	08/05/19			
						CL 86149	40.00
						CL 86159	40.00
83681	S	999999 NDPOA	150.00	08/05/19			
						CL 86200	150.00
83682	S	756 NELCO FIRST AID	91.55	08/05/19			
						CL 86378	91.55
83683	S	364 NELSON INTERNATIONAL	28.21	08/05/19			
						CL 86245	28.21
83684	S	271 NETCENTER TECHNOLOGIES	14799.02	08/05/19			
						CL 86168	14529.02
						CL 86329	270.00
83685	S	2261 NETWORK CENTER INCORPORATED	800.00	08/05/19			
						CL 86306	800.00

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
83686	S	2826 NORIDIAN MUTUAL INSURANCE CO	135.85	08/05/19			
83687	S	328 NORTHERN ENGINE & SUPPL	108.24	08/05/19		CL 86196	135.85
83688	S	331 NORTHERN STATES SUPPLY	4.94	08/05/19		CL 86209	108.24
83689	S	1028 NORTHERN TRUCK EQUIPMENT CORP.	126.99	08/05/19		CL 86243	4.94
83690	S	1715 NORTHWEST TIRE INC	78.53	08/05/19		CL 86266	126.99
83691	S	322 NOVA FIRE PROTECTION	254.00	08/05/19		CL 86176	32.94
83692	S	1774 O'REILLY AUTOMOTIVE STORES, INC	1619.91	08/05/19		CL 86336	45.59
83693	S	352 OK TIRE	25.00	08/05/19		CL 86382	254.00
83694	S	399 OLYMPIC SALES	4672.00	08/05/19		CL 86379	1619.91
83695	S	276 OSTROMS ACE HARDWARE	866.23	08/05/19		CL 86211	25.00
83696	S	563 PETRO SERVE USA	36657.58	08/05/19		CL 86272	4672.00
83697	S	360 PIONEER RIM/WHEEL	53.62	08/05/19		CL 86272	4672.00
83698	S	411 POWER PLAN OIB	914.44	08/05/19		CL 86361	866.23
83699	S	3391 PPI CONSULTING	200.00	08/05/19		CL 86173	2744.70
83700	S	916 PRAIRIE SUPPLY INC	121.95	08/05/19		CL 86404	33845.67
83701	S	1166 PRODUCTIVITY PLUS ACCOUNT	1294.59	08/05/19		CL 86407	67.21
83702	S	3204 RECORD KEEPERS	32.00	08/05/19		CL 86180	53.62
83703	S	663 ROAD EQUIPMENT PARTS CENTER	163.10	08/05/19		CL 86213	72.99
83704	S	2656 RYAN HASKELL	285.00	08/05/19		CL 86253	44.17
83705	S	441 S & S LANDSCAPING	1005.73	08/05/19		CL 86337	259.80
						CL 86387	537.48
						CL 86351	200.00
						CL 86242	121.95
						CL 86344	1286.84
						CL 86386	7.75
						CL 86409	32.00
						CL 86175	163.10
						CL 86142	285.00
						CL 86274	1005.73

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
83706	S	3435 SAFETY VISION	249.00	08/05/19			
83707	S	454 SANITATION PRODUCTS	533755.46	08/05/19		CL 86319	249.00
83708	S	2512 SCOTT DIAMOND	300.00	08/05/19		CL 86282	533686.00
83709	S	459 SHERWIN WILLIAMS	23.40	08/05/19		CL 86340	69.46
83710	S	2874 SHEYENNE PLAZA, LLC	465.00	08/05/19		CL 86396	300.00
83711	S	1702 SHEYENNE RIVER KENNELS	106.98	08/05/19		CL 86202	23.40
83712	S	2885 SHORTPRINTER	99.55	08/05/19		CL 86252	465.00
83713	S	2655 SIMPLIFILE	285.00	08/05/19		CL 86252	465.00
83714	S	2848 SKILLPATH-NATIONAL SEMINARS TRAINING	199.00	08/05/19		CL 86294	106.98
83715	S	3150 SKYHAWK TELEMATICS	292.00	08/05/19		CL 86294	106.98
83716	S	2616 STANNA FLOM	10.50	08/05/19		CL 86334	99.55
83717	S	274 STEVE MOTTINGER	4250.00	08/05/19		CL 86362	285.00
83718	S	88 STREICHER'S	2707.72	08/05/19		CL 86193	199.00
83719	S	733 SWANSTON EQUIPMENT CORP.	596.91	08/05/19		CL 86391	292.00
83720	S	634 SWEENEY CONTROLS COMPANY	1513.06	08/05/19		CL 86162	10.50
83721	S	3433 TELLWELL	4331.67	08/05/19		CL 86162	10.50
83722	S	1156 TESSMAN	254.44	08/05/19		CL 86234	4250.00
83723	S	3043 THE FORUM	273.00	08/05/19		CL 86146	247.92
83724	S	1907 THE SHOOTING PARK OF HORACE	400.00	08/05/19		CL 86227	2459.80
83725	S	1900 THE UPS STORE #5998	133.68	08/05/19		CL 86257	125.99
83726	S	2217 TINA FISK	43.65	08/05/19		CL 86389	470.92
						CL 86259	1513.06
						CL 86222	4331.67
						CL 86246	254.44
						CL 86241	273.00
						CL 86317	400.00
						CL 86204	22.21
						CL 86263	69.86
						CL 86346	41.61
						CL 86240	43.65

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
83727	S	3343 TL STROH	7500.00	08/05/19			
83728	S	999999 TODD BLUEMKE	300.00	08/05/19		CL 86236	7500.00
83729	S	1234 TOOL WAREHOUSE INC	50.00	08/05/19		CL 86364	300.00
83730	S	1285 TRAFFIC CONTROL CORPORATION	310.00	08/05/19		CL 86210	50.00
83731	S	3001 TRAVIS GENTY	324.59	08/05/19		CL 86390	310.00
83732	S	3345 TRUE GRIT ND, INC	17857.87	08/05/19		CL 86199	324.59
83733	S	2136 ULINE	555.75	08/05/19		CL 86237	17857.87
83734	S	784 UNITED POWER EQUIPMENT	19.33	08/05/19		CL 86278	555.75
83735	S	2720 UNITED RENTALS (NORTH AMERICA), INC	525.00	08/05/19		CL 86255	19.33
83736	S	2478 VALLI	6000.85	08/05/19		CL 86320	525.00
83737	S	1267 VERIZON WIRELESS	9537.37	08/05/19		CL 86164	5151.58
83738	S	1658 VERN BAARDSON	279.00	08/05/19		CL 86165	849.27
83739	S	1346 VISTO'S TRAILER SALES	809.88	08/05/19		CL 86160	9537.37
83740	S	3243 VOICE PRODUCTS SERVICE, LLC	2920.00	08/05/19		CL 86299	279.00
83741	S	544 WALLWORK TRUCK CENTER	36.54	08/05/19		CL 86201	81.97
83742	S	686 WDAY	2200.00	08/05/19		CL 86256	470.97
83743	S	3306 WEST FARGO EVENTS, INC	5000.00	08/05/19		CL 86400	256.94
83744	S	566 WEST FARGO PARK DISTRICT	218295.82	08/05/19		CL 86145	2920.00
83745	S	2184 WEST SIDE STEEL	191.08	08/05/19		CL 86177	36.54
83746	S	549 WF PUB SCHOOLS DIST #6	24530.00	08/05/19		CL 86326	2200.00
						CL 86194	5000.00
						CL 86311	195165.64
						CL 86312	23130.18
						CL 86203	149.33
						CL 86248	31.70
						CL 86381	10.05
						CL 86285	23980.00
						CL 86304	550.00

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
83747	S	338 XCEL ENERGY	12046.73	08/05/19	_____	CL 86225	76.85
						CL 86322	25.93
						CL 86323	42.24
						CL 86324	69.36
						CL 86325	109.77
						CL 86376	41.21
						CL 86377	93.88
						CL 86397	1623.36
						CL 86410	9964.13
83748	S	582 ZEP MANUFACTURING	943.43	08/05/19	_____	CL 86288	943.43
83749	S	276 OSTROMS ACE HARDWARE	133.75	08/05/19	_____	CL 86140	133.75
83752	S	135 HAWKINS WTR TREATMENT	6056.62	08/05/19	_____	CL 86273	6056.62
83753	S	135 HAWKINS WTR TREATMENT	3028.81	08/05/19	_____	CL 86183	3028.81
<b>Total for Claim Checks</b>			<b>3700517.34</b>				
Count for Claim Checks			185				

\* denotes missing check number(s)

# of Checks: 185                      Total: 3700517.34

## ENCROACHMENT AGREEMENT

**THIS ENCROACHMENT AGREEMENT** is made this 9 day of AUGUST, 2019 (the “effective date”), by and between Harper Heights LP, a North Dakota limited partnership, whose address is 210 11<sup>th</sup> Street N, Apt. 202, Fargo, North Dakota 58102-4687 (the “Owner”), and the City of West Fargo, North Dakota, a North Dakota political subdivision (the “City”), whose address is 800 4<sup>th</sup> Avenue East, Suite 1, West Fargo, North Dakota 58078.

### RECITALS

- A. Owner is the legal and equitable owner of Lot 1, Block 1 in Harper Heights First Addition to the City of West Fargo, North Dakota (“Harper Heights Lot” and/or “Harper Heights building”).
- B. City is the legal and equitable owner of Lot 5, Block 7 in Sukut Estate’s Subdivision to the City of West Fargo, Cass County, North Dakota (the “City Lot”), which is located adjacent to and east of the Harper Heights Lot.
- C. The West Fargo Fire Department’s Main Station is located on the lot adjacent to and east of the City Lot.
- D. Owner desires to use the City Lot for ordinary recreational purposes and snow storage in the winter.
- E. In exchange for Owner’s use of the City Lot, Owner will landscape and maintain the City Lot in the same manner as the Harper Heights Lot, and install a sidewalk, irrigation system, and one or two picnic tables on the City Lot.
- F. Owner requested and was granted permission by the West Fargo City Commission to use and maintain the City Lot pursuant to the terms and conditions of this Encroachment Agreement (the “Agreement”).

In consideration of the Recitals and the following mutual agreements, the parties agree as follows:

- 1. City Lot. Owner is hereby granted permission to do the following upon the City Lot in the same manner as the Harper Heights Lot:
  - a. Grade the City Lot so that water from the lot will drain to the nearest water catch basin located on the Harper Heights Lot;
  - b. Landscape the City Lot in the same manner as the Harper Heights Lot, which will include the use of sod and the installation of an irrigation system connected to the irrigation system operating on the Harper Heights Lot;
  - c. Place one or two picnic tables on the City Lot for use by the West Fargo Fire Department personnel and their guests, Harper Heights building residents and their guests, and staff members working in the Harper Heights building;
  - d. Maintain the City Lot in the same manner as the Harper Heights Lot; and

e. Install a sidewalk along the north side of the City Lot in the same manner as on the Harper Heights lot.

2. Use of City Lot. Owner is granted unrestricted use of the City Lot for ordinary recreational purposes by Harper Heights' building residents and their guests, and staff members working in the Harper Heights building, for the term of this Agreement. Additionally, Owner is granted unrestricted use of the City Lot to store snow that is removed from the Harper Heights Lot. The parties agree and acknowledge that the West Fargo Fire Department personnel and their guests may also use the City Lot for ordinary recreational purposes.
3. Maintenance. Owner is solely responsible for any and all maintenance costs associated with the City Property for the term of this Agreement.
4. Taxes. The City is responsible for all property taxes and special assessments levied on the City Lot as long as the City is the legal and equitable owner of the City Lot.
5. Removal of Irrigation System and Personal Property. Owner agrees and acknowledges that the City has the authority to order removal of the irrigation system and/or personal property from the City Lot at any time and for any reason. In the event that the City shall ever order the irrigation system and/or personal property removed, it shall provide owner with a three (3) month notice to remove the irrigation system and/or personal property from the City Lot. If the Owner fails to remove the irrigation system and/or personal property within the time period set forth in the notice described in this paragraph, the City shall have the right to remove the irrigation system and/or personal property without further notice, and the Owner will be responsible for the removal costs.
6. Term. The term of this Agreement shall commence on the Effective Date and continue for approximately thirty (30) years, terminating on December 31, 2049. The City may terminate this agreement at any time for any reason upon ninety (90) days' written notice to Owner.
7. Notice. Any notice or election required or permitted to be given or served by any party to this Agreement upon any other will be deemed given or served in accordance with the provisions of this Agreement if said notice or election is mailed by United States certified mail, return receipt requested, postage prepaid and in any case properly addressed as follows:

OWNER: James F. Twomey  
Harper Heights, LP  
210 11<sup>th</sup> St. N, Apt 202  
Fargo, ND 58102-4687

CITY: City Auditor  
800 4<sup>th</sup> Ave. E, Suite 1  
West Fargo, ND 58078

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

8. Written Amendment Required. No amendment, modification, or waiver of any condition, provision or term shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein shall limit the remedies and rights of the parties thereto under and pursuant to this Agreement.
9. Indemnification. In addition to holding the City harmless from any and all claims arising out of or related to the use of the City Lot, Owner agrees to indemnify and defend the City from any and all actions brought against the City relating to or arising out of Owner's, its agents, assignees or designees' use of or maintenance of the City Lot. Said indemnification shall include, *inter alia*, attorney fees, damages, whether punitive, economic or compensatory, and costs and disbursements. However, this paragraph shall not apply to suits against the City arising out of its negligence or intentional acts, or those of its employees, agents or designees. Owners specifically agree and acknowledge that this indemnification provision shall survive the termination of this Agreement.
10. Execution in Counterparts. This Agreement may be executed in counterparts with both City and Owner having a fully-executed counterpart.
11. Grammatical Construction. Whenever the singular number is used herein, the same shall include the plural where appropriate, and the words of any gender shall include any other genders where appropriate.
12. Merger Clause. This Agreement constitutes the entire agreement by and between the parties, and any other prior representations or agreements are deemed merged herein, and those not specified herein do not represent any agreements or promises or covenants or representations on the part of either party hereto.
13. Severability Clause. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
14. North Dakota Law Applies. This Agreement shall be controlled by the laws of the State of North Dakota, and any action brought as a result of any claim, demand or cause of action arising under the terms of this Agreement shall be brought in an appropriate venue in the State of North Dakota.
15. Recording. This Agreement shall be recorded with the Cass County Recorder's office. The City will pay for any cost associated with recording this Agreement.

*(Signatures appear on the following pages.)*









**APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT**

OFFICE OF ATTORNEY GENERAL  
SFN 9338 (08/2016)

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

Name of Non-profit Organization <b>FM Autism Warriors</b>	Date(s) of Activity <b>8/24 to 8/24</b>	For a raffle, provide drawing date(s): <b>8/24/19</b>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <b>Kimberly Trends</b>	Title <b>President</b>	Business Phone Number <b>7017399930</b>	
Business Address <b>2402 25th Ave So</b>	City <b>Fargo</b>	State <b>ND</b>	Zip Code <b>58103</b>
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted <b>VFW</b>	Site Address <b>444 Sheyenne St</b>		
City <b>Fa West Fargo</b>	State <b>ND</b>	Zip Code <b>58078</b>	County <b>Cass</b>
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit. <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *			

**DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED**

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
	<b>50/50 Raffle</b>				
Total:					(Limit \$12,000 per year) \$

Intended uses of gaming proceeds: donate to FM Autism Warriors

---

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 <b>Kimberly Trends</b>	Date <b>8/5/19</b>	Title <b>President FM Autism Warriors</b>	Business Phone Number <b>7017399930</b>
------------------------------------------------------------------------------	-----------------------	----------------------------------------------	--------------------------------------------

*#10.00 cash 8-5-19*



Year To Date As of June 30, 2019

Prepared by: Jim Larson

Budgeted Funds		Revenue/Transfers			Expenditure/Transfers			Net			Cash
		Actual	Annual Budget	Variance	Actual	Annual Budget	Variance	Actual	Annual Budget	Variance	
1000	General Fund	\$ 11,159,875	\$ 16,994,838	\$ (5,834,963)	\$ 8,867,922	\$ 17,004,838	\$ 8,136,916	\$ 2,291,953	\$ (10,000)	\$ 2,301,953	\$ 25,203,050
2030	Share of Specials	119,738	130,000	(10,262)	190,570	130,000	(60,570)	(70,832)	-	(70,832)	(49,228)
2060	Fire Dept	1,808,615	1,978,205	(169,590)	1,255,104	2,128,405	873,301	553,511	(150,200)	703,711	715,085
7000	Library	874,055	972,550	(98,495)	632,715	1,264,200	631,485	241,340	(291,650)	532,990	1,224,381
7050	Airport	159,923	205,000	(45,077)	109,188	205,000	95,812	50,735	-	50,735	503,855
<b>Total Government</b>		<b>\$ 14,122,206</b>	<b>\$ 20,280,593</b>	<b>\$ (6,158,387)</b>	<b>\$ 11,055,499</b>	<b>\$ 20,732,443</b>	<b>\$ 9,676,944</b>	<b>\$ 3,066,707</b>	<b>\$ (451,850)</b>	<b>\$ 3,518,557</b>	<b>\$ 27,597,143</b>
2000	Sales Tax	\$ 4,959,667	\$ 10,010,000	\$ (5,050,333)	\$ 2,679,243	\$ 10,000,000	\$ 7,320,757	\$ 2,280,424	\$ 10,000	\$ 2,270,424	\$ 4,949,265
2970	Capital Improvements	2,066,196	7,653,300	(5,587,104)	107,812	7,620,000	7,512,188	1,958,384	33,300	1,925,084	14,490,311
2960	Economic Development	763,693	2,502,000	(1,738,307)	391,395	2,060,500	1,669,105	372,298	441,500	(69,202)	1,889,739
2130	Municipal Highway	826,330	1,600,000	(773,670)	2,187	1,600,000	1,597,813	824,143	-	824,143	1,172,915
2110	Gaming	2,400	12,000	(9,600)	-	60,000	60,000	2,400	(48,000)	50,400	65,720
2140	Tourism & Events	28,480	51,000	(22,520)	8,315	73,500	65,185	20,165	(22,500)	42,665	117,985
2200	Vector Control	48,251	100,000	(51,749)	8,550	100,000	91,450	39,701	-	39,701	68,474
2210	Forestry	56,385	102,500	(46,115)	172,988	342,750	169,762	(116,603)	(240,250)	123,647	(135,102)
2230	City Utility	46,374	106,000	(59,626)	130,001	150,000	19,999	(83,627)	(44,000)	(39,627)	231,198
2500	Police Special Funds	69,595	5,500	64,095	26,869	5,500	(21,369)	42,726	-	42,726	55,832
2950	Assets Forfeitures	14,520	50,000	(35,480)	45,670	50,000	4,330	(31,150)	-	(31,150)	86,595
2980	South Facility Hookup	-	-	-	27,720	50,000	22,280	(27,720)	(50,000)	22,280	2,903,128
<b>Total Special Funds</b>		<b>\$ 8,881,891</b>	<b>\$ 22,192,300</b>	<b>\$ (13,310,409)</b>	<b>\$ 3,600,750</b>	<b>\$ 22,112,250</b>	<b>\$ 18,511,500</b>	<b>\$ 5,281,141</b>	<b>\$ 80,050</b>	<b>\$ 5,201,091</b>	<b>\$ 25,896,060</b>
3000	<b>Total Debt Service</b>	<b>\$ 33,082,871</b>	<b>\$ 24,613,600</b>	<b>\$ 8,469,271</b>	<b>\$ 29,683,565</b>	<b>\$ 27,601,195</b>	<b>\$ (2,082,370)</b>	<b>\$ 3,399,306</b>	<b>\$ (2,987,595)</b>	<b>\$ 6,386,901</b>	<b>\$ 44,122,642</b>
6010	Sanitation	\$ 2,252,390	\$ 3,217,500	\$ (965,110)	\$ 1,739,628	\$ 3,462,750	\$ 1,723,122	\$ 512,762	\$ (245,250)	\$ 758,012	\$ 1,939,583
6020	Water	3,342,805	8,442,000	(5,099,195)	3,326,224	7,533,100	4,206,876	16,581	908,900	(892,319)	4,796,331
6025	Sewer	760,606	3,200,000	(2,439,394)	528,889	3,171,250	2,642,361	231,717	28,750	202,967	1,097,974
6050	Sewage Surcharge	1,904	8,000	(6,096)	-	-	-	1,904	8,000	(6,096)	347,680
<b>Total Enterprise</b>		<b>6,357,705</b>	<b>14,867,500</b>	<b>(8,509,795)</b>	<b>5,594,741</b>	<b>14,167,100</b>	<b>8,572,359</b>	<b>762,964</b>	<b>700,400</b>	<b>62,564</b>	<b>\$ 8,181,568</b>
5000	Tree Fund	32,400	61,000	(28,600)	6,450	40,000	33,550	25,950	21,000	4,950	586,015
2050	Park Funds	406,937	680,000	(273,063)	406,937	680,000	273,063	-	-	-	-
2141	FM CVB	143,629	210,000	(66,371)	112,619	210,000	97,381	31,010	-	31,010	31,010
<b>Total Agency</b>		<b>\$ 582,966</b>	<b>\$ 951,000</b>	<b>\$ (368,034)</b>	<b>\$ 526,006</b>	<b>\$ 930,000</b>	<b>\$ 403,994</b>	<b>\$ 56,960</b>	<b>\$ 21,000</b>	<b>\$ 35,960</b>	<b>\$ 617,025</b>
<b>Total All Budgeted Funds</b>		<b>\$ 63,027,639</b>	<b>\$ 82,904,993</b>	<b>\$ (19,877,354)</b>	<b>\$ 50,460,561</b>	<b>\$ 85,542,988</b>	<b>\$ 35,082,427</b>	<b>\$ 12,567,078</b>	<b>\$ (2,637,995)</b>	<b>\$ 15,205,073</b>	<b>\$ 106,414,438</b>



Non-Budgeted Funds	Revenue/Transfers			Expenditure/Transfers			Net			Cash Balances
	Actual	Annual Budget	Variance	Actual	Annual Budget	Variance	Actual	Annual Budget	Variance	
4000 Construction	\$ 92,310	\$ -	\$ 92,310	\$ 12,265,643	\$ -	\$ (12,265,643)	\$ (12,173,333)	\$ -	\$ (12,173,333)	\$ (15,260,413)
2085 Equipment Reserve	26,250	-	26,250	52,423	-	(52,423)	(26,173)	-	(26,173)	(26,173)
2170 Clerk of Court Bond Fund	-	-	-	880	-	(880)	-	-	-	112,156
2600 Future Building	1,251	-	1,251	3,752	-	(3,752)	(2,501)	-	(2,501)	133,361
2962 Pioneer Place Improvements	50,000	-	50,000	-	-	-	50,000	-	50,000	150,000
2XXX Misc. Special Funds	-	-	-	21,503	-	(21,503)	(21,503)	-	(21,503)	332,637
7XXX Agency Funds	31,653	-	31,653	30,073	-	(30,073)	1,580	-	1,580	372,772
8600 Park District Special Assessment	381,360	-	381,360	399,129	-	(399,129)	(17,769)	-	(17,769)	23,130
<b>Total Non-Budgeted Funds</b>	\$ 582,824	\$ -	\$ 582,824	\$ 12,773,403	\$ -	\$ (12,773,403)	\$ (12,189,699)	\$ -	\$ (12,189,699)	\$ (14,162,530)
<b>All Funds Combined</b>	\$ 63,610,463	\$ 82,904,993	\$ (19,294,530)	\$ 63,233,964	\$ 85,542,988	\$ 22,309,024	\$ 377,379	\$ (2,637,995)	\$ 3,015,374	\$ 92,251,908

**Notes to the Financials**

1	The above represents the 2nd quarter financial position of the City of West Fargo. Overall the City is on budget. The higher than normal snow fall in 1st quarter impacted our snow plow operations overtime, chemical to treat the roads (brine) and gas/oil are higher than normal and budgeted. These over budget variances could be offset this fall/early winter depending on weather.
2	Property Taxes - 92% of property taxes are collected by the end of 2nd quarter.
3	Police department salary expense is higher than budget but are offset by higher than budgeted grant revenue for the additional salary expense.
4	Debt Service (bond payments) and construction are shown as a separate line each. These funds are systematic (debt service) or managed with separate budgets maintained as part of the project files (construction).
5	Water revenues are under budget and lower than prior year. We have been focusing on meters that are no reading correctly. We have found several no read accounts that have been corrected in July.

\*\*\* Consent Agenda \*\*\*

AGENDA ITEM DESCRIPTION  
CITY COMMISSION  
WEST FARGO, NORTH DAKOTA

Agenda # f

\*\*\*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: August 14, 2019
3. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:  
Zoning Ordinance Amendment to Section 4- 426-A. R-5: Mobile Home  
(Manufactured Home) Subdivision District.  

---
4. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):  
N/A.  

---
5. ACTION BEING REQUESTED FROM CITY COMMISSION:  
Schedule First Reading and Public Hearing at 5:30 pm on September 3, 2019.  

---



[www.westfargond.gov](http://www.westfargond.gov)

*Larry M. Weil, Community Development Director  
Tim Solberg, Director of Planning and Zoning, AICP  
Malachi Peterson, Planner  
Lisa Sankey, Planner*

## NOTICE OF PUBLIC HEARING

A public hearing will be held on the 3<sup>rd</sup> day of September 2019, at 5:30 P.M. at the City Hall of West Fargo, North Dakota, concerning the enactment of a proposed zoning ordinance. The proposed ordinance involves the following:

Zoning Ordinance Amendment to Section 4-426-A. R-5: Mobile Home (Manufactured Home) Subdivision District

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

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

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

(Please Publish August 19 and 26, 2019)

\*\*\* Consent Agenda \*\*\*

AGENDA ITEM DESCRIPTION  
CITY COMMISSION  
WEST FARGO, NORTH DAKOTA

Agenda # 9

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

1. CONTACT PERSON: Tim Solberg

2. PHONE NUMBER: 433-5321 DATE: August 14, 2019

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

The Wilds 12<sup>th</sup> Addition, a Retracement Plat.

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

Lots 7 and 8, Block 2 of The Wilds 1<sup>st</sup> 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.

## STAFF REPORT

A19-17		COMBINATION/RETRACEMENT PLAT	
The Wilds 12 <sup>th</sup> Addition.			
Lots 7 & 8, Block 2 of The Wilds 1 <sup>st</sup> Addition			
Applicant: Michael and Mary Lillestol		Staff Contact: Lisa Sankey	
Planning & Zoning Commission:		05-14-2019 - Approved	
City Commission:		08-19-2019	

**PURPOSE:**

Combination of two existing platted lots into one.

**STATEMENTS OF FACT:**

Land Use Classification:	G-2: Sub-Urban - Growth Sector
Existing Land Use:	Residential & Vacant
Current Zoning District(s):	R-1A: Single Family Dwellings
Zoning Overlay District(s):	N/A
Proposed Lot size(s) or range:	35,222 ft <sup>2</sup>
Adjacent Zoning Districts:	R-1A: Single Family Dwellings
Adjacent street(s):	Chokecherry Ct W (Local); 47 <sup>th</sup> Ave W (Local)
Adjacent Bike/Pedestrian Facilities:	Path along north side of 47th
Available Parks/Trail Facilities:	The Wilds facilities within ½ mile

**DISCUSSION AND OBSERVATIONS:**

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

**NOTICES:**

Sent to:	Applicable agencies and departments
Comments Received:	

STAFF REPORT

- None to date

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

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

**RECOMMENDATIONS:**

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

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

**PLANNING AND ZONING RECOMMENDATION:**

At their May 14, 2019 meeting, the Planning and Zoning Commission recommended approval of the Retracement Plan, subject to the three conditions listed above.



A19-17  
Proposed Subdivision

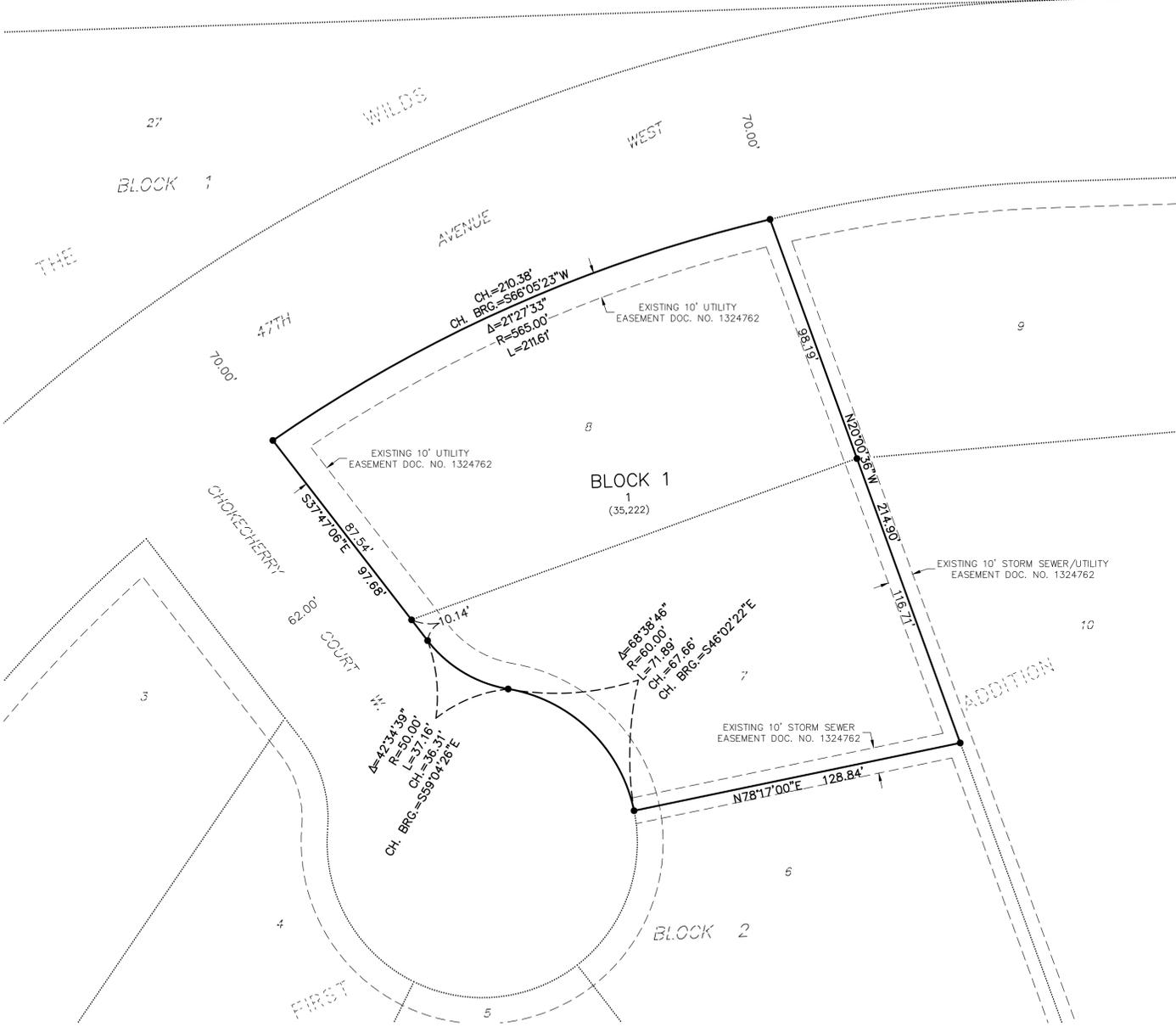
47TH AVE W

CHOCHECHERRY COURT W

PERSIMMON PLACE W

LILAC DR

**PLAT OF  
THE WILDS TWELFTH ADDITION  
TO THE CITY OF WEST FARGO, A REPLAT OF LOTS 7 AND 8, BLOCK 2, THE WILDS  
FIRST ADDITION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA**



**CERTIFICATE**

SHAWN M. THOMASSON, BEING DULY SWORN, DEPOSES AND SAYS THAT HE IS THE REGISTERED LAND SURVEYOR WHO PREPARED AND MADE THE ATTACHED PLAT OF "THE WILDS TWELFTH ADDITION" TO THE CITY OF WEST FARGO, A REPLAT OF LOTS 7 AND 8, BLOCK 2, THE WILDS FIRST ADDITION TO 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:

ALL OF LOTS 7 AND 8, BLOCK 2, THE WILDS FIRST ADDITION TO THE CITY OF WEST FARGO, ACCORDING TO THE RECORDED PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, CASS COUNTY, NORTH DAKOTA.

SAID TRACT CONTAINS 35,222 SQUARE FEET, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD, IF ANY.

SHAWN M. THOMASSON  
REGISTERED LAND SURVEYOR  
REG. NO. LS-5900

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 SHAWN M. THOMASSON, REGISTERED LAND SURVEYOR, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

**DEDICATION**

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND DESCRIBED IN THE PLAT OF "THE WILDS TWELFTH ADDITION" TO THE CITY OF WEST FARGO, A REPLAT OF LOTS 7 AND 8, BLOCK 2, THE WILDS FIRST ADDITION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA; THAT WE HAVE CAUSED IT TO BE PLATTED INTO LOTS AND BLOCKS AS SHOWN BY SAID PLAT AND CERTIFICATE OF SHAWN M. THOMASSON, REGISTERED LAND SURVEYOR, AND THAT THE DESCRIPTION AS SHOWN IN THE CERTIFICATE OF THE REGISTERED LAND SURVEYOR IS CORRECT.

OWNER:

MICHAEL J. LILLESTOL  
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 MICHAEL J. LILLESTOL, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

OWNER:

MARY L. LILLESTOL  
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 MARY L. LILLESTOL, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME AS HER FREE ACT AND DEED.

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

**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  
STATE OF NORTH DAKOTA)  
COUNTY OF CASS )

TINA FISK, CITY AUDITOR

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

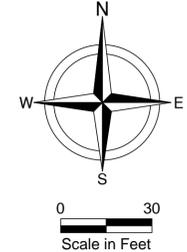
**WEST FARGO CITY ATTORNEY APPROVAL**

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 #5900
  - L ARC LENGTH
  - R RADIUS LENGTH
  - Δ CENTRAL ANGLE
  - CH. BRG. CHORD BEARING
  - CH. CHORD DISTANCE
  - (31,963) LOT AREA IN SQ. FT.

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



## City Commission Agenda Item Request

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

Office Use:

**Regular Agenda Item #:**

**Consent Agenda Item #:**

Agenda Item Information:

**Contact Name: \***

Chris Brungardt/Mike Bittner

**Phone Number: \***

7013068484

**Email Address:**

chris.brungardt@westfargond.gov

**Date \***

8/15/2019

**Topic for Consent or Regular Agenda?**

Please select one option:

Consent Agenda

Regular Agenda

**Please Briefly Describe Your Request \***

Present 2019 Engineering Excellence Award from the American Council of Engineering Companies (ACEC)

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

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

N/A

**Upload Additional Documentation (Optional):**

## Regular Agenda Item #1

### ORDINANCE NO. 1142

AN ORDINANCE TO AMEND AND REENACT SECTIONS 1-0211, 10-0134, 11-0101, 12-0306, 12-0307, 12-0308, 12-0309, 12-0402, 12-0403, 12-0407, 12-0501.3, 12-0709, 13-2204, 13-2206.2, 13-2207 AND 13-2209; TO CREATE AND ENACT SECTIONS 11-0110, 12-0214, 12-0310 AND 13-1627; AND TO REPEAL CHAPTER 10-04 AND SECTION 12-0405 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO RELATING TO PENALTY FOR VIOLATION, REMOVAL OF WINE FROM RESTAURANT, SERVICE ANIMALS, POSSESSION AND DISCHARGE OF FIREARMS OR DANGEROUS WEAPONS, POSSESSION OF MARIJUANA, INGESTING A CONTROLLED SUBSTANCE, PUBLIC INTOXICATION, TRAFFIC PENALTIES, SUNDAY OPENING, PENALTY FOR AIDING AND ABETTING SEXUAL ABUSE AND PARKING IN ELECTRIC VEHICLE STALL OR SPACE.

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

SECTION 1. Section 1-0211 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

1-0211. PENALTY FOR VIOLATION. Any violation of an ordinance of the City of West Fargo shall be an infraction unless another penalty is specifically provided for the violation in these ordinances, or unless state law defines an offense in language similar to the ordinance as a class B misdemeanor, in which case the violation of the ordinance shall be penalized as a class B misdemeanor. An infraction may be punished by a maximum fine of \$1,000. The Municipal Judge shall have the authority to establish the penalty for each infraction which is an offense up to a maximum of \$1,000, except for offenses for which a penalty is set by State law, in which case the court must sentence in accordance with State law. Any person convicted of an infraction who has, within one year before commission of the infraction of which the person was convicted, been convicted previously at least twice of the same offense classified as an infraction, may be sentenced as though convicted of a class B misdemeanor ~~prior to the commission of the infraction of which he was convicted, been previously convicted of an offense classified as an infraction may be sentenced as though convicted of a class B misdemeanor.~~ If the prosecution contends that the infraction is punishable as a class B misdemeanor, the complaint or citation shall specify that the offense is a misdemeanor.

A class B misdemeanor may be punished by a maximum fine of \$1,500, or 30 days imprisonment, or both.

SECTION 2. Section 10-0134 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

10-0134. REMOVAL OF WINE FROM RESTAURANT. If a full bottle of wine has been opened and the contents partially consumed, a retail alcoholic beverage licensee whose gross sales of food are at least thirty percent (30%) of the gross sales of alcoholic beverages that are consumed on the premises may permit an individual purchasing the bottle ~~in conjunction with the purchase of a meal~~ to remove the bottle ~~on~~ when leaving the Licensed Premises if the licensee ~~recorks~~ reseals the bottle, ~~seals the bottle~~ with a seal that must be made conspicuously inoperative to reopen the bottle, and places a receipt of sale with the bottle. The removal of the bottle under these conditions is not an off sale of wine and is permitted without an additional license.

SECTION 3. Section 11-0101 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted by adding the definition of "Service Animal" to read as follows:

11-0101. DEFINITIONS.

\* \* \*

7. "Service animal" means any guide dog, signal dog, or other animal trained to do work, perform tasks, or provide assistance for the benefit of an individual with a disability. The term includes an animal trained to provide assistance or protection services to an individual with a disability, pull a wheelchair, lend balance support, retrieve dropped objects, or provide assistance in a medial crisis.

SECTION 4. Section 12-0306 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

12-0306. DISCHARGE OF FIREARMS OR DANGEROUS WEAPONS.

1. Except as provided herein, it is unlawful for any person to discharge a firearm or dangerous weapon within the city limits. Violation of this section is a class B misdemeanor.

2. This section does not apply to the lawful discharge of firearms or dangerous weapons by 1) law enforcement officers, 2) persons at an indoor or outdoor target range licensed or permitted by conditional use by the City Commission, 3) indoor target competition, which competition has been approved by the Police Department, or 4) the lawful discharge by persons in defense of a person or property.

SECTION 5. Section 12-0307 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

12-0307. POSSESSION OF A FIREARM AT A PUBLIC GATHERING.

1. An individual who possesses a firearm at a public gathering is guilty of an infraction. For the purpose of this section, "public gathering" includes athletic or sporting events, schools or school functions, political rallies or functions, musical concerts, and individuals in publicly owned parks where hunting is not allowed by proclamation and publicly owned or operated buildings.
2. This section does not apply to:
  - a. A law enforcement officer;
  - b. A member of the armed forces of the United States or national guard, organized reserves, state defense forces, or state guard organizations, when on duty;
  - c. A competitor participating in an organized sport shooting event;
  - d. A gun or antique show;
  - e. A participant using a blank cartridge firearm at a sporting or theatrical event;
  - f. A firearm or dangerous weapon carried in a temporary residence or motor vehicle;
  - g. A student and an instructor at a hunter safety class;
  - h. private security personnel while on duty;
  - i. A state or federal park;

- j. An individual possessing a valid Class 1 concealed weapons license from this state or who has reciprocity under Section 62.1-04-03.1 of the North Dakota Century Code authorizing the individual to carry a dangerous weapon concealed if the individual is in a church building or other place of worship and has the approval to carry in the church building or other place of worship by a primary religious leader of the church or other place of worship or the governing body of the church or other place of worship. If a church or other place of worship authorizes an individual to carry a concealed weapon, local law enforcement must be informed of the name of the authorized individual;
- k. An instructor, a test administrator, an official, or a participant in educational, training, cultural, or competitive events involving the authorized use of a dangerous weapon if the event occurs with permission of the person or entity with authority over the function or premises in question; and
- l. A municipal court judge, a district court judge, a staff member of the office of attorney general, and a retired North Dakota law enforcement officer, if the individual maintains the same level of firearms proficiency as is required by the peace officer standards and training board for law enforcement officers. A local law enforcement agency shall issue a certificate of compliance under this section to an individual who is proficient.

SECTION 6. Section 12-0308 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

12-0308. CARRYING LOADED FIREARMS IN VEHICLE.

- 1. An individual may not keep or carry a loaded firearm in or on any motor vehicle, including an off-highway vehicle or snowmobile. An individual violating this section is guilty of an infraction.
- 2. This prohibition does not apply to:
  - a. A member of the armed forces of the United States or national guard, organized reserves, state defense forces, or state guard organizations while

possessing the firearm issued to the member by the organization and while on official duty.

- b. A law enforcement officer, except while the officer is engaged in hunting or trapping activities with a rifle or shotgun.
- c. An individual possessing a valid North Dakota concealed weapons license or a valid license issued by another state authorizing the individual to carry a firearm or dangerous weapon concealed if that state permits a holder of a valid North Dakota concealed weapons license to carry a firearm or dangerous weapon concealed in that state without obtaining a similar license from that state, except while that individual is in the field engaged in hunting or trapping activities.
- d. An individual in the field engaged in lawful hunting or trapping of non-game species or furbearing animals.
- e. A security guard or private investigator properly licensed to carry firearms.
- f. An individual possessing a valid special permit issued pursuant to Section 20.1-02-05 of the North Dakota Century Code.

SECTION 7. Section 12-0309 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

12-0309. DEFINITIONS, ~~PENALTIES.~~

1. The definition of "firearms" and "dangerous weapons," for purposes of this Chapter, is as defined in Chapter 62.1-01 of the North Dakota Century Code.
- ~~2. The penalty for violations of Sections 12-0306 through 12-0308 is a class B misdemeanor.~~

SECTION 8. Section 12-0402 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

12-0402. POSSESSION OF MARIJUANA AND DRUG PARAPHERNALIA.

1. It shall be unlawful to possess marijuana within the jurisdiction of the City of West Fargo, North Dakota, unless permitted under Chapter 19-24.1 of the N.D.C.C. For purposes of this section, possession includes actual or constructive possession. Constructive possession shall mean the power and capability to exercise dominion and control over the marijuana. A person in possession of less than one-half ounce [14.175 grams] of marijuana is guilty of an infraction. A person in possession of at least one-half ounce [14.175 grams] but not more than 500 grams of marijuana is guilty of a class B misdemeanor.
2. It shall be unlawful to use or possess with the intent to use drug paraphernalia to ingest, inhale, or otherwise introduce marijuana into the human body or possess with the intent to use drug paraphernalia to store or contain marijuana, unless permitted under Chapter 19-24.1 of the N.D.C.C. Any person violating this section shall be guilty of ~~a class B misdemeanor~~ an infraction.

SECTION 9. Section 12-0403 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

12-0403. JURISDICTION. The Municipal Court of the City of West Fargo shall have jurisdiction over persons possessing not more than ~~one (1) ounce (28.35 grams)~~ 500 grams of marijuana, as defined in this chapter.

SECTION 10. Section 12-0407 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

12-0407. ~~INGESTING A CONTROLLED SUBSTANCE - VENUE FOR VIOLATION - PENALTY. A person who is under twenty-one years of age and intentionally ingests, inhales, injects, or otherwise takes into the body a controlled substance that is marijuana, unless the substance was medical marijuana obtained in accordance with the law, unless the substance was obtained directly from a practitioner or pursuant to a valid prescription or order of a practitioner while acting in the course of the practitioner's professional practice, is guilty of a class B misdemeanor if the controlled substance is marijuana. Otherwise, the offense is a class A misdemeanor. The venue for a violation of this section exists in either the jurisdiction in which the controlled substance was ingested, inhaled, injected, or otherwise taken into the body or the jurisdiction in which the controlled substance was detected in the body of the accused.~~

SECTION 11. Section 12-0501.3 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

12-0501. INDIVIDUALS UNDER TWENTY-ONE YEARS OF AGE PROHIBITED FROM USING ALCOHOLIC BEVERAGES OR ENTERING LICENSED PREMISES - PENALTY.

\* \* \*

3. A violation of this section is a class B misdemeanor. For a violation of subsection 1 or 2, the court also shall sentence a violator to ~~alcohol and drug education~~ an evidence-based alcohol and drug education program under the rules adopted by the department of human services under section 50-06-44 of the North Dakota Century Code.

SECTION 12. Section 12-0709 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

12-0709. PUBLIC INTOXICATION - ASSISTANCE. As used in this section "intoxicated" means a state in which an individual is under the influence of alcoholic beverages, drugs, or controlled substances, or a combination of alcoholic beverages, drugs, and controlled substances. A peace officer has authority to take any apparently intoxicated person to the person's home, to a local hospital, to a detoxification center, or, whenever that person constitutes a danger to that person or others, to a jail for purposes of detoxification. A duly licensed physician of a local hospital or a licensed addiction counselor of a detoxification center has authority to hold that person for treatment up to seventy-two (72) hours. That intoxicated person may not be held in jail because of intoxication more than twenty-four (24) hours. An intoxicated person may not be placed in a jail unless a jailer is constantly present within hearing distance and medical services are provided when the need is indicated. Upon placing that person in a hospital, detoxification center, or jail, the peace officer shall make a reasonable effort to notify the intoxicated person's family as soon as possible. Any additional costs incurred by the City or county on account of an intoxicated person shall be recoverable from that person.

SECTION 13. Section 13-2204 of the Revised Ordinances of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

13-2204. TRAFFIC VIOLATIONS NON-CRIMINAL - EXCEPTIONS PROCEDURES. Any person cited, in accordance with the provisions of Sections 39-07-07 and 39-07-08 of the North Dakota Century Code, for a traffic violation under state law or municipal ordinance, other than an offense listed in Section 39-06.1-05 of the North Dakota Century Code, is deemed to be charged with a non-criminal offense. The person may appear before the designated official and pay the ~~statutory~~ fee for the violation charged at or before the time scheduled for a hearing. If the person has posted bond in person or by mail, the person may forfeit bond by not appearing at the designated time. If the person appears at the time scheduled in the citation, the person may make a statement in explanation of the person's action, and the official may at that time waive, reduce or suspend the ~~statutory~~ fee or bond, or both. If the person cited follows the foregoing procedures, the person is deemed to have admitted the violation and to have waived his right to a hearing on the issue of commission of the violation. The bond required to secure appearance before the official designated in the citation must be identical equal to the fee allowed by cities to impose under state law and as set by resolution of the City Commission to the ~~statutory fee established by Section 39-06.1-06 of the North Dakota Century Code.~~ Within ten (10) days after forfeiture of bond or payment of the ~~statutory~~ fee, the official having jurisdiction over the violation shall certify to the licensing authority:

1. Admission of the violation; and
2. In speeding violations, whether the speed charged was in excess of the lawful speed limit by more than nine (9) miles (14.8 kilometers) per hour and the miles (kilometers) per hour by which the speed limit was exceeded.

This section shall not be construed as allowing a halting officer to receive the ~~statutory~~ fee or bond, unless he is otherwise authorized by law to do so.

SECTION 14. Section 13-2206.2 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

13-2206. ADMINISTRATIVE HEARING - PROCEDURES - APPEALS STATE ORDERS.

\* \* \*

2. At the time of a request for a hearing on the issue of commission of the violation, the person charged shall deposit with the official having jurisdiction an appearance bond equal to the ~~statutory~~ fee for the violation charged.

SECTION 15. Section 13-2207 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

13-2207. FAILURE TO APPEAR, PAY ~~STATUTORY~~ FEE, POST BOND PROCEDURE. If a person fails to choose one of the methods of proceeding set forth in Sections 13-2204 or 13-2206, the person must be deemed to have admitted to commission of the violation charged, and the official having jurisdiction shall report such fact to the licensing authority within ten (10) days after the date set for the hearing. Failure to appear at the time designated, after signing a promise to appear, without paying the ~~statutory~~ fee or posting and forfeiting bond is a class B misdemeanor. Failure to appear without just cause at the hearing must also be deemed an admission of commission of the violation charged.

SECTION 16. Section 13-2209 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

13-2209. AMOUNT OF ~~STATUTORY~~ FEE. The fees required for a disposition pursuant to either Section 13-2204 or Section 13-2206 shall be as follows:

1. The amount set by resolution of the City Commission, as allowed by the State Legislature in Section 40-50-06 and Section 39-06.1-06 of the North Dakota Century Code, or elsewhere in the North Dakota Century Code for the same offense.
2. For violations not covered by subsection 1 which constitute a class B misdemeanor, a fine of any amount not to exceed \$1,500 or 30 days imprisonment, or both.
3. For violations not covered by subsection 1 which constitute an infraction, a penalty not to exceed \$1,000, as determined by the discretion of the Municipal Judge.

SECTION 17. Section 11-0110 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby created and enacted to read as follows:

11-0110. Service Animal - Misrepresentation - Penalty. An individual is guilty of an infraction of the individual, in an attempt to gain admission to a public place or obtain reasonable housing accommodation under section 47-16-07.5 of the North Dakota

Century Code, knowingly makes a false claim that a pet is a service animal.

SECTION 18. Section 12-0214 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby created and enacted to read as follows:

12-0214. AIDING AND ABETTING SEXUAL ABUSE - PENALTY. Any individual who is a school district employee, contractor, or agent convicted of aiding and abetting sexual abuse as described in section 15.1-19-26 of the North Dakota Century Code is guilty of a class B misdemeanor.

SECTION 19. Section 12-0310 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby created and enacted to read as follows:

12-0310. PRODUCING LICENSE UPON REQUEST.

1. Every individual while carrying a concealed firearm or dangerous weapon, for which a license to carry concealed is required, shall have on one's person the license issued by this or another state or a digital image of one's concealed firearm or dangerous weapon license issued by this state on an electronic device and shall give it to any active law enforcement officer for an inspection upon request by the officer. The failure of any individual to give the license or digital image of the license to the officer is prima facie evidence the individual is illegally carrying a firearm or dangerous weapon concealed.

SECTION 21. Section 13-1627 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby created and enacted to read as follows:

13-1627. PARKING IN ELECTRIC VEHICLE STALL OR SPACE.

1. If a public or private entity designates a parking space for charging an electric vehicle, the reserved space must be indicated by an approved sign. The sign must be consistent with the manual of uniform traffic control devices authorized under section 39-10-50.1 of the North Dakota Century Code, as may amended, and indicate:

a. Use of the reserved space if for charging electric vehicles only; and

- b. Unauthorized use of the spaces is a nonmoving violation for which a fee of fifty dollars must be imposed.
- 2. An individual may not park or leave standing a vehicle in a stall or space designated for charging and parking a vehicle, unless the individual's vehicle is connected for electric charging purposes.
- 3. An individual may not obstruct, block, or otherwise bar access to a space designated for charging a vehicle.

SECTION 22. Chapter 10-04 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby repealed in its entirety and will be reserved for future use.

~~10-04~~  
~~SUNDAY OPENING — FOOD STORES~~

~~SECTIONS:—~~

~~10-0401. Opening Food Stores on Sunday.~~

~~10-0401. OPENING FOOD STORES ON SUNDAY. Food stores may be operated on Sunday as provided in Subsection 30 of Section 12.1-30-03 of the North Dakota Century Code, without limitation as to the number of employees which may work at any one time on a Sunday.~~

SECTION 23. Section 12-0405 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby repealed in its entirety and will be reserved for future use.

~~12-0405. PENALTY. Every person, firm or corporation violating any of the provisions of this article shall be guilty of a class B misdemeanor and subject to the imposition of penalties under Section 1-0211 of the Revised Ordinances of 1990 of the City of West Fargo, and the court to have power to suspend said sentence and to revoke the suspension thereof.~~

SECTION 24. Effective Date. This ordinance shall be in full force and effect from and after the date of its final passage and publication.

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

ATTEST:

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

Date of First Reading:

Date of Second Reading:

Date of Publication:

## Regular Agenda Item #2

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

### **RESOLUTION SETTING THE FEE SCHEDULE FOR CERTAIN VIOLATIONS**

**WHEREAS**, the City of West Fargo, North Dakota (the “City”) has the authority to regulate the fees imposed by the City for violations of West Fargo City Ordinances; and

**WHEREAS**, under Section 40-05-06 of the North Dakota Century Code, a city may enact an ordinance enabling the City to increase the fees for certain code violations; and

**WHEREAS**, the City of West Fargo has enacted ordinance No. 1142 enabling the City to increase and set fees for certain violations of the City’s Ordinances; and

**WHEREAS**, the City Commission wishes to set the fees associated with various ordinance violations.

**NOW THEREFORE**, be it resolved by the City Commission of the City of West Fargo as follows:

1. That the City has reviewed fees of surrounding cities in comparison to the City’s fees.
2. That the fees for certain ordinance violations, are hereby set in the amounts set forth in the FEE SCHEDULE attached as **Exhibit A**.
3. That the City Commission hereby adopts the fees set forth in the FEE SCHEDULE. Fees for other ordinance violations not listed in Exhibit A remain as currently set, or as set by state statute or city ordinance.
4. The fees set forth in the FEE SCHEDULE are effective on the effective date of Ordinance No. 1142, unless and until amended by the West Fargo City Commission.

Dated: \_\_\_\_\_, 2019.

APPROVED:

\_\_\_\_\_  
Bernie L. Dardis, President of the Board of  
City Commissioners

ATTEST:

\_\_\_\_\_  
Tina Fisk, 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: none. The following commissioners were absent and not voting: \_\_\_\_\_. The majority having voted aye, the motion carried and the resolution was duly adopted.

**Exhibit A**

Violation	Fee
13-0807 - CLINGING TO BIKE	5
13-1608 - RECREATIONAL VEHICLE PARKED (OVER 72 HOURS)	30
12-0703 - TAMPER OR DAMAGE PUBLIC SERVICE	250
12-0601 - SALE OF TOBACCO TO MINOR	150
13-1002 - DRIVING THROUGH PARADE OR FUNERAL	40
13-1004 - VEHICLE DRIVEN ON SIDEWALK OR BLVD.	40
13-1005 - LIMITATIONS ON BACKING UP	40
13-1006 - OPENING & CLOSING VEHICLE DOOR	40
13-1009 - BOARDING OR LEAVING VEHICLE IN MOTION	40
13-1010 - UNLAWFUL RIDING - IE PICKUP BOX	40
13-1012 - TOWING SLEDS & CARTS	40
13-1013 - DRIVING WITH OBSTRUCTED VIEW	40
13-1016 - PASSING SCHOOL BUS	200
13-1202 - TURN SIGNALS	40
13-1203 - LEFT TURN - FAILURE TO YIELD	40
13-1206 - U-TURNS-VIOLATION	40
13-1702 - OBEDIENCE TO RR SIGNAL	100
13-1704 - CERTAIN VEHICLES MUST STOP AT RR CROSSINGS	40
13-0703 - WRONG WAY ON ONE WAY STREET	40
13-0801 - OPERATION OF VEHICLE ON FLOOD WORKS	250
13-0807 - CLINGING TO MOTOR VEHICLE	40
13-0810 - TOSSING GARBAGE ON ROADWAY - LITTERING	40
13-0603 - OBEDIENCE TO TRAFFIC CONTROL DEVICE	40
13-1017 - SEATBELT VIOLATION	40
13-1007 - MOTORCYCLE HELMET < 18	40
13-1015 - CHILD RESTRAINT DEVICES	50
13-1501 - LAMP OR FLAG ON LOAD	40
13-1502 - TIRE EQUIPMENT	40
13-1503 - HORNS AND WARNING DEVICES	40
13-1504 - BRAKE REQUIREMENTS	40
13-1505 - MIRRORS - REAR VIEW TO 200 FEET	40
13-1506 - WINDSHIELDS - OBSTRUCTED - WIPERS - TINT	40
13-1507 - MUFFLERS REQUIRED	40
13-1508 - SHIFTING/LEAKING LOADS	40
13-1509 - LIGHTS TO CONFORM TO STATE LAW	40
13-1510 - LIGHTS TO BE ON AT CERTAIN TIME	40
13-1511 - HEADLIGHTS - IMPROPERLY ADJUSTED	40
13-1512 - SPOT LAMPS (LESS THAN 2 & NOT AIMED AT LEFT)	40
13-1513 - TRAILERS AND TOWED VEHICLES - RED FLAG ON ROPE	40
13-1514 - TRAILER LIGHTS	40
13-1515 - FLASHING LIGHTS PROHIBITED	40
13-1516 - RED GREEN OR YELLOW LIGHT IN FRONT PROHIBITED	40
13-1517 - PROPER EQUIPMENT REQUIRED	40
13-1518 - LOADING & RIDING IN VEHICLE	60
13-1527 - VEHICLE MODIFICATIONS	40
13-1528 - LAW ENFORCEMENT RADIO IN VEHICLE - SCANNER	60
13-0611 - DISPLAY OF UNAUTHORIZED SIGN	40
13-0809 - COASTERS & SKATES NOT ON ROADS	60
13-1301 - PEDESTRIANS SUBJECT TO TRAFFIC CONTROL SIGNAL	40
13-1302 - PEDESTRAIN RIGHT OF WAY - REGULATED INTERSECTION	100

13-1303	- PEDESTRIAN RIGHT OF WAY - UNREGULATED INTERSECTION	100
13-1304	- CROSSING AT OTHER PLACES - JAYWALKING	40
13-1306	- BLIND PERSONS RIGHT OF WAY	40
13-1308	- PEDESTRIANS ON ROADWAY	40
13-1309	- PEDESTRIANS SOLICITING RIDE (HITCH HIKING)	40
13-1310	- BLOCKING TRAFFIC OF PEDESTRIANS (STOP ON CROSSWAL	40
13-1311	- PEDESTRIANS NOT TO OBSTRUCT TRAFFIC	40
13-1313	- PLAYING ON STREET PROHIBITED	60
13-1314	- DRIVERS TO EXERCISE DUE CARE RE: PEDESTRAINS	40
13-0210	- HIT AND RUN - FIXED PROPERTY	250
13-1401	- IMMEDIATE NOTICE OF ACCIDENT	100
13-1406	- GARAGES TO REPORT	200
13-1407	- FALSE ACCIDENT REPORT	250
13-1604	- PARKING OF TRUCKS/TRAILERS	60
13-1604	- DOLLIED DOWN TRAILER	200
13-1609	- HANDICAP PARKING VIOLATION	100
13-1623	- MISUSE OF MOBILITY IMPAIRED SYMBOL	100
13-0308	- OPEN CONTAINER	100
13-0612	- INJURY TO TRAFFIC CONTROL DEVICE (TAKE OR BREAK)	40
13-1520	- MOVEMENT OF TRUCKS/TRACTORS	40
13-1521	- PERMITS FOR EXCESSIVE SIZE & WEIGHT	200
13-1521	- PERMITS FOR EXCESSIVE SIZE & WEIGHT (2ND OFFENSE)	400
13-1522	- TRUCKS PROHIBITED ON CERTAIN STREETS	200
13-1902	- TRANSPORTING EXPLOSIVES	200
13-2003	- SNOWMOBILE & ATV PROHIBITED IN CITY	200
13-2004	- OPERATING A SNOWMOBILE IN A CARELESS MANNER	60
13-1101	- SPEEDING IN SCHOOL ZONE 1-10 MPH OVER POSTED LIMIT	80
13-1101	- SPEEDING IN SCHOOL ZONE 11 MPH OVER POSTED LIMIT	82
13-1101	- SPEEDING IN SCHOOL ZONE 12 MPH OVER POSTED LIMIT	84
13-1101	- SPEEDING IN SCHOOL ZONE 13 MPH OVER POSTED LIMIT	86
13-1101	- SPEEDING IN SCHOOL ZONE 14 MPH OVER POSTED LIMIT	88
13-1101	- SPEEDING IN SCHOOL ZONE 15 MPH OVER POSTED LIMIT	90
13-1101	- SPEEDING IN SCHOOL ZONE 16 MPH OVER POSTED LIMIT	92
13-1101	- SPEEDING IN SCHOOL ZONE 17 MPH OVER POSTED LIMIT	94
13-1101	- SPEEDING IN SCHOOL ZONE 18 MPH OVER POSTED LIMIT	96
13-1101	- SPEEDING IN SCHOOL ZONE 19 MPH OVER POSTED LIMIT	98
13-1101	- SPEEDING IN SCHOOL ZONE 20 MPH OVER POSTED LIMIT	100
13-1101	- SPEEDING IN SCHOOL ZONE 21 MPH OVER POSTED LIMIT	102
13-1101	- SPEEDING IN SCHOOL ZONE 22 MPH OVER POSTED LIMIT	104
13-1101	- SPEEDING IN SCHOOL ZONE 23 MPH OVER POSTED LIMIT	106
13-1101	- SPEEDING IN SCHOOL ZONE 24 MPH OVER POSTED LIMIT	108
13-1101	- SPEEDING IN SCHOOL ZONE 25 MPH OVER POSTED LIMIT	110
13-1101	- SPEEDING IN SCHOOL ZONE 26 MPH OVER POSTED LIMIT	112
13-1101	- SPEEDING IN SCHOOL ZONE 27 MPH OVER POSTED LIMIT	114
13-1101	- SPEEDING IN SCHOOL ZONE 28 MPH OVER POSTED LIMIT	116
13-1101	- SPEEDING IN SCHOOL ZONE 29 MPH OVER POSTED LIMIT	118
13-1101	- SPEEDING IN SCHOOL ZONE 30 MPH OVER POSTED LIMIT	120
13-1101	- SPEEDING IN SCHOOL ZONE 31 MPH OVER POSTED LIMIT	122
13-1101	- SPEEDING IN SCHOOL ZONE 32 MPH OVER POSTED LIMIT	124
13-1101	- SPEEDING IN SCHOOL ZONE 33 MPH OVER POSTED LIMIT	126
13-1101	- SPEEDING IN SCHOOL ZONE 34 MPH OVER POSTED LIMIT	128
13-1101	- SPEEDING IN SCHOOL ZONE 35 MPH OVER POSTED LIMIT	130

13-1101	- SPEEDING IN SCHOOL ZONE 36 MPH OVER POSTED LIMIT	132
13-1101	- SPEEDING IN SCHOOL ZONE 37 MPH OVER POSTED LIMIT	134
13-1101	- SPEEDING IN SCHOOL ZONE 38 MPH OVER POSTED LIMIT	136
13-1101	- SPEEDING IN SCHOOL ZONE 39 MPH OVER POSTED LIMIT	138
13-1101	- SPEEDING IN SCHOOL ZONE 40 MPH OVER POSTED LIMIT	140
13-1101	- SPEEDING IN SCHOOL ZONE 41 MPH OVER POSTED LIMIT	142
13-1101	- SPEEDING IN SCHOOL ZONE 42 MPH OVER POSTED LIMIT	144
13-1101	- SPEEDING IN SCHOOL ZONE 43 MPH OVER POSTED LIMIT	146
13-1101	- SPEEDING IN SCHOOL ZONE 44 MPH OVER POSTED LIMIT	148
13-1101	- SPEEDING IN SCHOOL ZONE 45 MPH OVER POSTED LIMIT	150
13-1101	- SPEEDING IN SCHOOL ZONE 46 MPH OVER POSTED LIMIT	152
13-1101	- SPEEDING IN SCHOOL ZONE 47 MPH OVER POSTED LIMIT	154
13-1101	- SPEEDING IN SCHOOL ZONE 48 MPH OVER POSTED LIMIT	156
13-1101	- SPEEDING IN SCHOOL ZONE 49 MPH OVER POSTED LIMIT	158
13-1101	- SPEEDING IN SCHOOL ZONE 50 MPH OVER POSTED LIMIT	160
13-0916	- NO PASSING	40
11-0102	- LICENSE AND REGISTRATION REQUIRED	100
13-0202	- DUS - DRIVING UNDER SUSPENSION OR REVOCATION	350
13-0209	- DRIVING WITHOUT LIABILITY INSURANCE	150
13-0205	- UNLAWFUL USE OF LICENSE (ALSO POSSESSION OF ALTERED)	250
13-0311	- PERMITTING UNAUTHORIZED PERSON TO DRIVE	40
13-0303	- NO REGISTRATION CARD	40
13-0304	- NO CURRENT REGISTRATION	40
13-0304(3)	- FICTITIOUS PLATES	250
13-0305(1)	- NO DRIVERS LICENSE IN POSSESSION	40
13-0305(2)	- EXPIRED OR NO DRIVERS LICENSE	40
13-0306	- VIOLATION OF LICENSE RESTRICTIONS	40
13-0309	- CARELESS DRIVING	30
13-0301	- CARE REQUIRED IN OPERATING VEHICLE	60
13-0310	- EXHIBITION DRIVING	100
13-1101	- SPEEDING 1-5 MPH OVER LIMIT	10
13-1101	- SPEEDING 10 MPH OVER LIMIT	20
13-1101	- SPEEDING 11 MPH OVER LIMIT	22
13-1101	- SPEEDING 12 MPH OVER LIMIT	24
13-1101	- SPEEDING 13 MPH OVER LIMIT	26
13-1101	- SPEEDING 14 MPH OVER LIMIT	28
13-1101	- SPEEDING 15 MPH OVER LIMIT	30
13-1101	- SPEEDING 16 MPH OVER LIMIT	34
13-1101	- SPEEDING 17 MPH OVER LIMIT	38
13-1101	- SPEEDING 18 MPH OVER LIMIT	42
13-1101	- SPEEDING 19 MPH OVER LIMIT	46
13-1101	- SPEEDING 20 MPH OVER LIMIT	50
13-1101	- SPEEDING 21 MPH OVER LIMIT	56
13-1101	- SPEEDING 22 MPH OVER LIMIT	62
13-1101	- SPEEDING 23 MPH OVER LIMIT	68
13-1101	- SPEEDING 24 MPH OVER LIMIT	74
13-1101	- SPEEDING 25 MPH OVER LIMIT	80
13-1101	- SPEEDING 26 MPH OVER LIMIT	86
13-1101	- SPEEDING 27 MPH OVER LIMIT	92
13-1101	- SPEEDING 28 MPH OVER LIMIT	98
13-1101	- SPEEDING 29 MPH OVER LIMIT	104
13-1101	- SPEEDING 30 MPH OVER LIMIT	110

13-1101	- SPEEDING 31 MPH OVER LIMIT	116
13-1101	- SPEEDING 32 MPH OVER LIMIT	122
13-1101	- SPEEDING 33 MPH OVER LIMIT	128
13-1101	- SPEEDING 34 MPH OVER LIMIT	134
13-1101	- SPEEDING 35 MPH OVER LIMIT	140
13-1101	- SPEEDING 36 MPH OVER LIMIT	146
13-1101	- SPEEDING 37 MPH OVER LIMIT	152
13-1101	- SPEEDING 38 MPH OVER LIMIT	158
13-1101	- SPEEDING 39 MPH OVER LIMIT	164
13-1101	- SPEEDING 40 MPH OVER LIMIT	170
13-1101	- SPEEDING 41 MPH OVER LIMIT	176
13-1101	- SPEEDING 42 MPH OVER LIMIT	182
13-1101	- SPEEDING 43 MPH OVER LIMIT	188
13-1101	- SPEEDING 44 MPH OVER LIMIT	194
13-1101	- SPEEDING 45 MPH OVER LIMIT	200
13-1101	- SPEEDING 46 MPH OVER LIMIT	210
13-1101	- SPEEDING 47 MPH OVER LIMIT	220
13-1101	- SPEEDING 48 MPH OVER LIMIT	230
13-1101	- SPEEDING 49 MPH OVER LIMIT	240
13-1101	- SPEEDING 50 MPH OVER LIMIT	250
13-1101	- SPEEDING 51 MPH OVER LIMIT	260
13-0207	- TEMPORARY ROADBLOCKS - VIOLATION	40
13-0208	- ROAD CLOSURES - HAZARDOUS CONDITIONS	40
13-0904	- STOP SIGN OR STOP LIGHT VIOLATION	40
13-0902	- FAILURE TO YIELD - NO SIGN	40
13-0905	- FAILURE TO YIELD - SIGN	40
13-0901	- FOLLOWING TOO CLOSE	40
13-0909	- FAILURE TO DRIVE ON RIGHT SIDE OF ROADWAY	40
13-0911	- DIMMING OF HEADLIGHTS	40
13-0918	- STOPPING ON STREET	40
13-1104	- IMPEDING TRAFFIC - DRIVING TO SLOW	40
13-0921	- EMERGENCY VEHICLES - FAILURE TO YIELD	100
13-1001	- FOLLOWING FIRE TRUCK; DRIVING OVER HOSE ETC...	40
13-1019	- USE OF A WIRELESS COMMUNICATIONS DEVICE PROHIBITED	100
13-1020	- USE OF ELECTRONIC COMMUNICATION BY 16 >18 YEAR OLD	40
13-1201	- IMPROPER TURN	40
13-1101	- SPEEDING CONSTRUCTION ZONE WORKERS PRESENT 46 MPH	304
13-1101	- SPEEDING CONSTRUCTION ZONE WORKERS PRESENT 45 MPH	300
13-1101	- SPEEDING CONSTRUCTION ZONE WORKERS PRESENT 44 MPH	296
13-1101	- SPEEDING CONSTRUCTION ZONE WORKERS PRESENT 43 MPH	292
13-1101	- SPEEDING CONSTRUCTION ZONE WORKERS PRESENT 42 MPH	288
13-1101	- SPEEDING CONSTRUCTION ZONE WORKERS PRESENT 41 MPH	284
13-1101	- SPEEDING CONSTRUCTION ZONE WORKERS PRESENT 40 MPH	280
13-1101	- SPEEDING CONSTRUCTION ZONE WORKERS PRESENT 39 MPH	276
13-1101	- SPEEDING CONSTRUCTION ZONE WORKERS PRESENT 38 MPH	272
13-1101	- SPEEDING CONSTRUCTION ZONE WORKERS PRESENT 37 MPH	268
13-1101	- SPEEDING CONSTRUCTION ZONE WORKERS PRESENT 36 MPH	264
13-1101	- SPEEDING CONSTRUCTION ZONE WORKERS PRESENT 35 MPH	260
13-1101	- SPEEDING CONSTRUCTION ZONE WORKERS PRESENT 34 MPH	256
13-1101	- SPEEDING CONSTRUCTION ZONE WORKERS PRESENT 33 MPH	252
13-1101	- SPEEDING CONSTRUCTION ZONE WORKERS PRESENT 32 MPH	248
13-1101	- SPEEDING CONSTRUCTION ZONE WORKERS PRESENT 31 MPH	244

13-1101	- SPEEDING CONSTRUCTION ZONE WORKERS PRESENT 30 MF	240
13-1101	- SPEEDING CONSTRUCTION ZONE WORKERS PRESENT 29 MF	236
13-1101	- SPEEDING CONSTRUCTION ZONE WORKERS PRESENT 28 MF	232
13-1101	- SPEEDING CONSTRUCTION ZONE WORKERS PRESENT 27 MF	228
13-1101	- SPEEDING CONSTRUCTION ZONE WORKERS PRESENT 26 MF	224
13-1101	- SPEEDING CONSTRUCTION ZONE WORKERS PRESENT 25 MF	220
13-1101	- SPEEDING CONSTRUCTION ZONE WORKERS PRESENT 24 MF	216
13-1101	- SPEEDING CONSTRUCTION ZONE WORKERS PRESENT 23 MF	212
13-1101	- SPEEDING CONSTRUCTION ZONE WORKERS PRESENT 22 MF	208
13-1101	- SPEEDING CONSTRUCTION ZONE WORKERS PRESENT 21 MF	204
13-1101	- SPEEDING CONSTRUCTION ZONE WORKERS PRESENT 20 MF	200
13-1101	- SPEEDING CONSTRUCTION ZONE WORKERS PRESENT 19 MF	196
13-1101	- SPEEDING CONSTRUCTION ZONE WORKERS PRESENT 18 MF	192
13-1101	- SPEEDING CONSTRUCTION ZONE WORKERS PRESENT 17 MF	188
13-1101	- SPEEDING CONSTRUCTION ZONE WORKERS PRESENT 16 MF	184
13-1101	- SPEEDING CONSTRUCTION ZONE WORKERS PRESENT 15 MF	180
13-1101	- SPEEDING CONSTRUCTION ZONE WORKERS PRESENT 14 MF	176
13-1101	- SPEEDING CONSTRUCTION ZONE WORKERS PRESENT 13 MF	172
13-1101	- SPEEDING CONSTRUCTION ZONE WORKERS PRESENT 12 MF	168
13-1101	- SPEEDING CONSTRUCTION ZONE WORKERS PRESENT 11 MF	164
13-1101	- SPEEDING CONSTRUCTION ZONE WORKERS PRESENT 1-10	160



## 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

**Phone Number: \***

701-433-5314

**Email Address:**

melissa.richard@westfargond.gov

**Date \***

8/15/2019

**Topic for Consent or Regular Agenda?**

Please select one option:

Consent Agenda

Regular Agenda

**Please Briefly Describe Your Request \***

Present resolution to create a City of West Fargo Complete Count Committee for the purpose of developing and implementing a census awareness campaign that motivate the community to complete the census questionnaire thoroughly and return it in a timely manner.

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

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

Approve resolution to create a City of West Fargo Complete Count Committee

**Upload Additional Documentation (Optional):**

RESOLUTION - Create a City of West Fargo Census 2020 Complete Count Committee.pdf

84.6KB



**A RESOLUTION CREATING A CENSUS 2020 COMPLETE COUNT COMMITTEE TO PLAN AND CONDUCT LOCAL EDUCATIONAL INITIATIVES, PUBLICITY AND PROMOTIONAL ACTIVITIES TO INCREASE COMMUNITY AWARENESS AND PARTICIPATION IN THE 2020 CENSUS.**

**WHEREAS**, the United States of America has performed a nationwide census every 10 years since 1790, with the last census being in 2010; and

**WHEREAS**, an accurate census is essential for the allocation of representatives to serve in the legislative bodies of the U.S. House of Representatives, the North Dakota State Legislature, and within the City of West Fargo voting districts; and

**WHEREAS**, each year, the federal government distributes more that \$675 billion to states and local communities based on U.S. Census Bureau data; and

**WHEREAS**, accurate census information is critical to planning for future growth, development, and the social needs of the City of West Fargo; and

**WHEREAS**, the more informed that residents become about the 2020 census operations, the better their understanding of the census process becomes, thus increasing their willingness to participate in the 2020 Census; and

**WHEREAS**, federal law strictly protects census responses. Results from the census are reported in statistical format only, and individual records are kept confidential for 72 years by law. It is against the law for any U.S. Census Bureau employee to disclose or publish any census information that identifies an individual. No law enforcement agency can access or use personal information provided on a census form. The U.S. Census Bureau also has a robust cybersecurity program that incorporates industry best practices and federal security standards for encrypting data; and

**WHEREAS**, the purpose of the Complete Count Committee will be to advise and assist the City of West Fargo in obtaining the most accurate and complete population count for Census 2020 by increasing the number of City responses through a focused, structured action plan that utilizes the local knowledge, expertise and influence of each committee member to design and implement a census awareness campaign targeted to the City of West Fargo community.

**THEREFORE, BE IT HEREBY RESOLVED** by the Board of Commissioners of City of West Fargo, North Dakota that:

1. A Census 2020 Complete Count Committee is hereby established to advise and assist the City of West Fargo in obtaining the most accurate and complete population count for Census 2020.
2. The Committee shall discuss and formulate strategies and techniques, working with City staff and census bureau officials, to enhance and increase the response rate to Census 2020. The Committee shall be responsible for planning and conducting local educational initiatives, and for preparing of obtaining posters, flyers and handouts for use by the media and others. The Committee will also prepare materials for public service announcements on radio and social media.
3. The Committee shall consist of representatives from government, education, media, technology, community organizations, workforce development organizations, faith-based institutions, businesses and other community-based needs.
4. The Committee members shall serve from September 2019 through and including June 2020 at which time the Committee, having completed its work, shall dissolve, unless extended by the Board of City Commission. No resolution dissolving or rescinding the committee is necessary.
5. Meetings. The Committee shall meet at least every three months (quarterly) but may meet more often as needed.



Tim Solberg, AICP, Director of Planning and Zoning  
Lisa Sankey, Planner  
Malachi Petersen, Planner

**- Memorandum -**

**TO:** West Fargo City Commission

**FROM:** Tim Solberg, AICP, Director of Planning and Zoning

**RE:** Development review at Lot 1, Block 1 of Eagle Run Plaza 8<sup>th</sup> Addition to fulfill requirements of the CO: Corridor Overlay district; and Request for reduction in parking requirements per Section 4-450: Off Street Parking and Loading Regulations

**DATE:** August 15, 2019

The CO: Corridor Overlay District standards require site and building plan review and approval by the Planning and Zoning Commission and City Commission when development occurs along Sheyenne Street between Interstate 94 and 40th Avenue, 32nd Avenue west of Sheyenne Street and 13th Avenue East of the district as identified in the Yard Requirements and Lot Design Standards, “full regard is given to the context of the street and adjacent land uses for their urban appeal, which would include such things as streetscape, lighting, and other amenities that encourage interaction beyond vehicular traffic”. Traditionally this does not include a thorough staff level review, but rather a brief review to ensure compatibility and aesthetic appeal which meets the intent of the district. Approval is typically given during a detailed PUD process or in this capacity with a condition that all City Ordinances are met (to allow staff the ability to ensure all building, civil, and zoning issues are met).

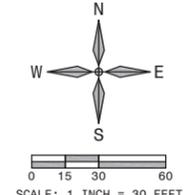
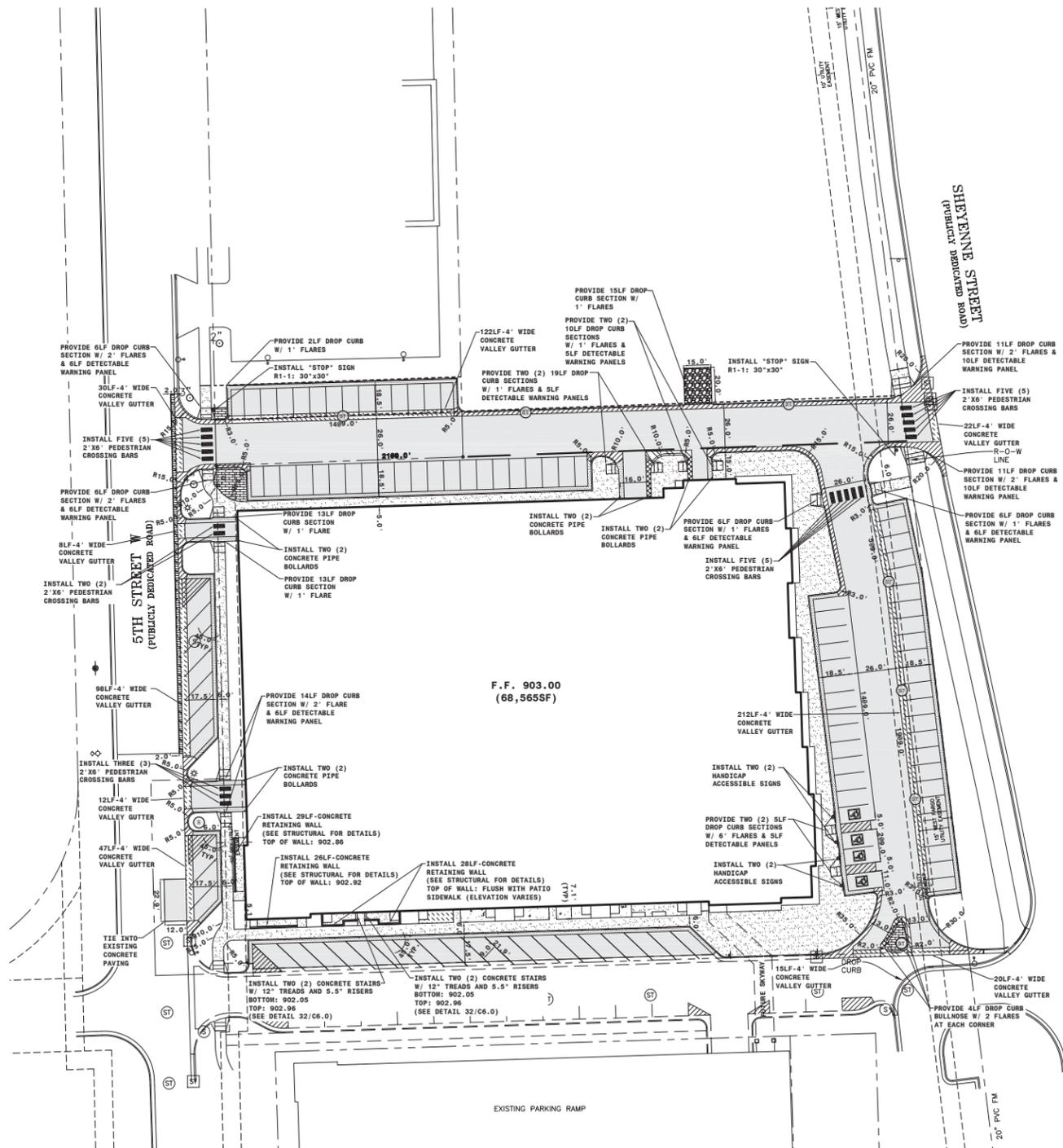
Attached you will find an overall site plan, floor plan and building elevations of the proposed “Northern Lights at Sheyenne 32” at Lot 1, Block 1 of Eagle Run Plaza 8<sup>th</sup> Addition located along the west side of Sheyenne Street just north of “The Lights at Sheyenne 32”.

As it relates to the intent of the district to provide for urban appeal, the proposed project is attempting to minimize the presence of large surface parking areas and emphasize the building. With limited front door parking, and a five story building with retail storefronts facing Sheyenne Street, the site is designed to be inviting. The building materials are composed of a mix of siding types with primarily brick and glass on the first floor. A landscape and lighting plan has not yet been provided. It is at the discretion of the Commission to decide if this is necessary to determine if the plans meet the intent of the district, however staff is comfortable that with the scale of the project that the provisions of the City’s landscape standards along with recent development of Sheyenne Street that the project will meet the intent of the district.

**Staff is recommending approval with a condition that all City Ordinances are met (to allow staff the ability to ensure all building, civil, and zoning issues are met at time of building permit issuance).**







- SYMBOL LEGEND:**
- EXISTING PROPERTY BOUNDARY
  - - - EXISTING EASEMENT
  - EXISTING SIGN
  - EXISTING LIGHT POLE
  - EXISTING STORM INLET
  - EXISTING STORM MANHOLE
  - EXISTING SANITARY MANHOLE
  - EXISTING SANITARY CLEANOUT
  - EXISTING TREE
  - EXISTING HYDRANT W/ GATE VALVE
  - EXISTING GATE VALVE
  - - - PROPOSED PROPERTY BOUNDARY (REPLAT)
  - - - PROPOSED EASEMENT LINE (REPLAT)
  - ★ SALVAGED LIGHTPOLE (COORDINATE W/ CITY OF WEST FARGO)
  - NEW SIGN
  - NEW SANITARY MANHOLE
  - NEW STORM MANHOLE
  - NEW STORM INLET
  - NEW GATE VALVE
  - NEW 5" ASPHALT PAVEMENT (FIELD VERIFY EXISTING ROAD SECTION)
  - NEW 4" REINFORCED CONCRETE SIDEWALK
  - NEW 4" REINFORCED COLORED & STAMPED CONCRETE SIDEWALK
  - NEW 6" REINFORCED CONCRETE PAVEMENT
  - NEW THICKENED EDGE CONCRETE SIDEWALK
  - NEW CONCRETE VALLEY GUTTER
  - NEW 12" GRAVEL SECTION
  - NEW TYPE 1 STANDARD CONCRETE CURB & GUTTER
  - NEW TYPE 2 STANDARD CONCRETE CURB & GUTTER
  - NEW TYPE 1 MOUNTABLE CONCRETE CURB & GUTTER
  - NEW TYPE 2 MOUNTABLE CONCRETE CURB & GUTTER

- PLAN NOTES:**
1. ALL WORK SHALL COMPLY WITH THE MOST RECENT CITY OF WEST FARGO STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC UTILITIES.
  2. CONTRACTOR SHALL NOTIFY UTILITY COMPANIES FOR UNDERGROUND LOCATIONS 48 HOURS PRIOR TO BEGINNING CONSTRUCTION. NORTH DAKOTA ONE CALL PHONE NUMBER: 1-800-795-0555 GOPHER STATE ONE CALL PHONE NUMBER: 1-800-252-1166
  3. CONTRACTOR SHALL PROTECT ALL PROPERTY PINS. PROPERTY PINS DESTROYED OR DISTURBED SHALL BE REPLACED AT CONTRACTORS EXPENSE.
  4. IF THE LAND BOUNDARY DENOTED ON THE PLANS ENCOMPASSES MORE THAN ONE (1) ACRE OR IS LESS THAN ONE (1) ACRE, BUT IS PART OF A LARGER DEVELOPMENT PLAN, A NOTICE OF INTENT TO OBTAIN A STORM WATER POLLUTION PERMIT SHALL BE ACQUIRED BY THE CONTRACTOR AND OWNER FROM THE NORTH DAKOTA STATE HEALTH DEPARTMENT SEVEN (7) DAYS PRIOR TO CONSTRUCTION.
  5. CONTRACTOR SHALL MAINTAIN TEMPORARY EROSION CONTROL UNTIL PERMANENT EROSION CONTROL IS ESTABLISHED.
  6. CONTRACTOR SHALL ACQUIRE AN EROSION SEDIMENT CONTROL (ESC) PERMIT FROM THE CITY OF WEST FARGO PRIOR TO START OF CONSTRUCTION.
  7. ALL GRASSED AREAS DISTURBED BY CONSTRUCTION SHALL BE TOPSOILED (6" DEPTH), GRADED, SEEDED, AND HYDRO-MULCHED.
  8. ANY WORK WITHIN CITY OF WEST FARGO RIGHT-OF-WAY OR EASEMENTS SHALL REQUIRE AN EXCAVATION PERMIT FROM THE CITY OF WEST FARGO.
  9. ANY WORK ON EXISTING CITY OF WEST FARGO UTILITIES SHALL REQUIRE NOTIFICATION TO THE CITY BY THE CONTRACTOR 24 HOURS PRIOR TO COMMENCING WORK.

- BENCHMARKS:**
1. TOP NUT OF HYDRANT, NORTHEAST CORNER OF THE INTERSECTION OF NORTH UNIVERSITY DRIVE AND 7TH AVENUE NORTH  
ELEV: 904.24

**PROJECT INFORMATION:**

PROJECT ADDRESS: 2920 SHEYENNE ST, WEST FARGO, ND 58078

LEGAL DESCRIPTION: LOT 1, BLOCK 1 OF EAGLE RUN PLAZA 6TH ADDITION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA

REPLATED PROPERTY SIZE: 114,011 SF (2.62 ACRES)

ZONING: 'C' DISTRICT - LIGHT COMMERCIAL

DRAINAGE: SEE DRAINAGE PLAN FOR EAGLE RUN PLAZA 6TH ADDITION FOR COMPREHENSIVE DRAINAGE STRATEGY.

Revisions		
No.	Description	Date
1	Structural BP	8-6-19



FARGO, NORTH DAKOTA



MBN JOB #: 19-035 DATE: 6-27-19

PAVING PLAN

**C4.0**

KEYNOTES

CODE ANALYSIS - BUILDINGS "A" & "B"

BUILDING OCCUPANCY CLASSIFICATION - S-A  
 OCCUPANCY CLASSIFICATION - R-2  
 NUMBER OF STORES - 4  
 ALLOWABLE HEIGHT, 10'-0" ACTUAL HEIGHT, 64'-0"  
 SPRINKLER SYSTEM - NFPA 13

BASE ALLOWABLE AREA: 10,000 SF / FLOOR - 4 STORES

**BUILDING "A"**  
 PERIMETER: 1,065 LF  
 OPEN PERIMETER: 645 LF  
 AREA INCREASE FOR FRONTAGE: 35% - 4,267 SF  
 AREA INCREASE FOR SPRINKLERS: 14,000 SF  
 ALLOWABLE FLOOR AREA: 40,267 SF / FLOOR X 4 - 161,068 SF  
 ACTUAL FLOOR AREA: 29,950 SF / FLOOR X 4 - 119,800 SF

**BUILDING "B"**  
 PERIMETER: 871 LF  
 OPEN PERIMETER: 500 LF  
 AREA INCREASE FOR FRONTAGE: 32% - 3,841 SF  
 AREA INCREASE FOR SPRINKLERS: 14,000 SF  
 ALLOWABLE FLOOR AREA: 39,841 SF / FLOOR X 4 - 159,364 SF  
 ACTUAL FLOOR AREA: 23,088 SF / FLOOR X 4 - 92,352 SF

510 SPECIAL PROVISIONS - 510.4 PARKING BENEATH GROUP R (OCCUPANCY)  
 - THIS IS THE PREMISE FOR THIS BLDG. DESIGN ALSO KNOWN AS THE PEDESTAL METHOD

1000.12 OCCUPANT LOAD

PARKING GARAGES - 300 GROSS  
 RESIDENTIAL - 300 GROSS  
 BUSINESS - 100 GROSS

FLOOR	BUILDING A	BUILDING B	STAIRWAYS
GARAGE	---	498	---
SECOND FLOOR	237	164	---
THIRD FLOOR	141	106	---
FOURTH FLOOR	149	105	---
FIFTH FLOOR	149	106	---
OVERALL TOTAL	682	475	498

1006.3.1 EGRESS FROM STORES  
 REQUIRED TO HAVE 2 EXITS OR ACCESS TO EXITS FROM EACH STORY  
 - THE PATH OF EGRESS TRAVEL TO AN EXIT SHALL NOT PASS THROUGH MORE THAN ONE ADJACENT STORY

1007.11 TWO EXITS OR EXIT ACCESS DOORWAYS  
 - EXCEPTION 1: WHERE INTERIOR EXIT STAIRWAYS OR RAMPWAYS ARE INTERCONNECTED BY A HOUR FIRE RESISTANCE-RATED CORRIDOR CONFORMING TO THE REQUIREMENTS OF SECTION 1003, THE REQUIRED EXIT SEPARATION SHALL BE MEASURED ALONG THE SHORTEST DIRECT LINE OF TRAVEL WITHIN THE CORRIDOR

1008 ACCESSIBLE MEANS OF EGRESS

1009.3 STAIRWAYS  
 - EXCEPTION 4: AREAS OF REFUGE ARE NOT REQUIRED AT EXIT ACCESS STAIRWAYS WHERE TWO-WAY COMMUNICATION IS PROVIDED AT THE ELEVATOR LANDING IN ACCORDANCE WITH SECTION 1009.8  
 - EXCEPTION 5: AREAS OF REFUGE ARE NOT REQUIRED AT STAIRWAYS IN BUILDINGS EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM INSTALLED IN ACCORDANCE WITH SECTION 903.3.1.1 OR 903.3.1.2  
 - EXCEPTION 6: AREAS OF REFUGE ARE NOT REQUIRED AT STAIRWAYS IN GROUP 2 OCCUPANCIES

1009.4 ELEVATORS  
 - EXCEPTION 2: AREAS OF REFUGE ARE NOT REQUIRED IN BUILDINGS AND FACILITIES EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM INSTALLED IN ACCORDANCE WITH SECTION 903.3.1.1 OR 903.3.1.2

1009.8 TWO-WAY COMMUNICATION SHALL BE PROVIDED AT ELEVATOR

1011 EXIT ACCESS TRAVEL DISTANCE  
 1011.2 LIMITATIONS: TABLE 1011.2 OCCUPANCY-R / WITH SPRINKLER SYSTEM - 250'-0"



GENERAL NOTES

**RATE WALL LEGEND**

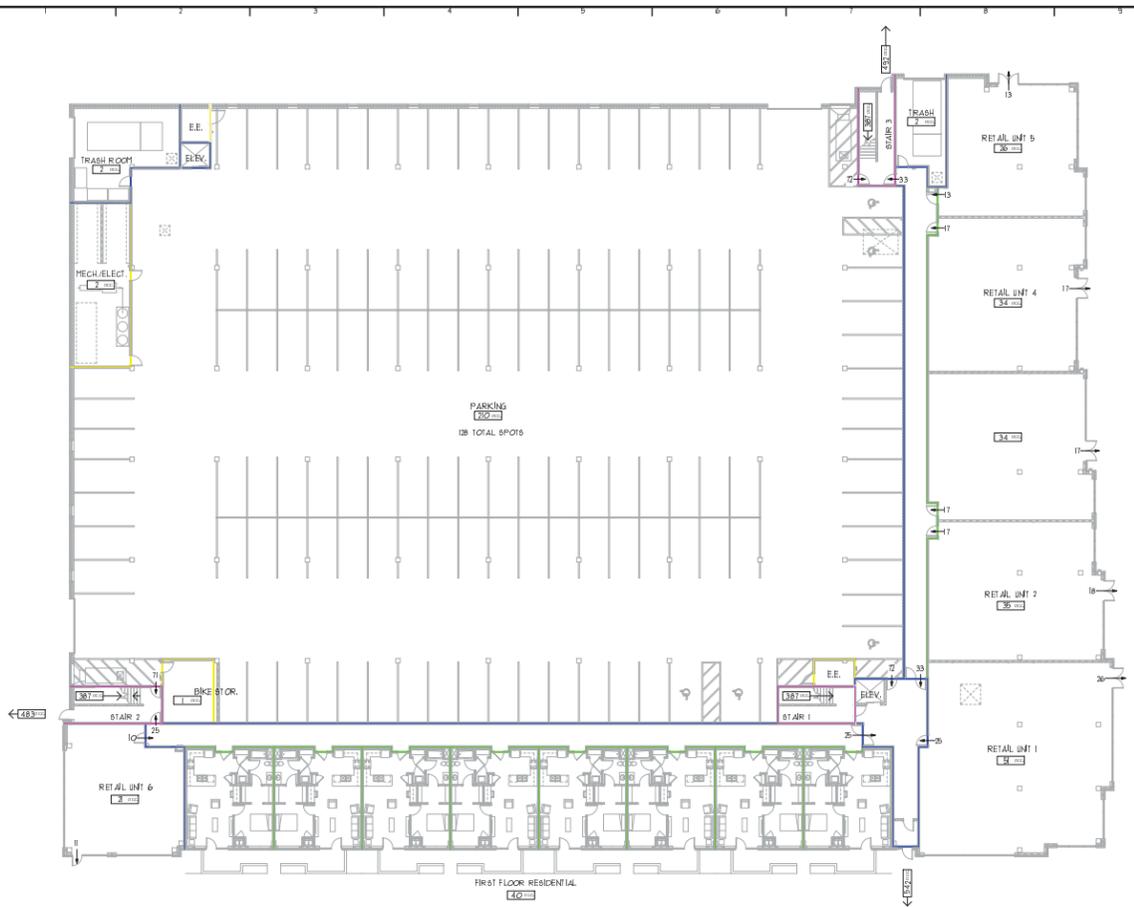
Red	FIRE WALL - 2 HOUR RATING
Purple	FIRE BARRIER - 3 HOUR RATING
Blue	FIRE BARRIER - 2 HOUR RATING
Yellow	FIRE BARRIER - 1 HOUR RATING
Green	FIRE PARTITION - 1 HOUR RATING

I hereby certify that this drawing, specification or report was prepared by me or under my direct supervision and that I am a duly registered Architect under the laws of the State of North Dakota.

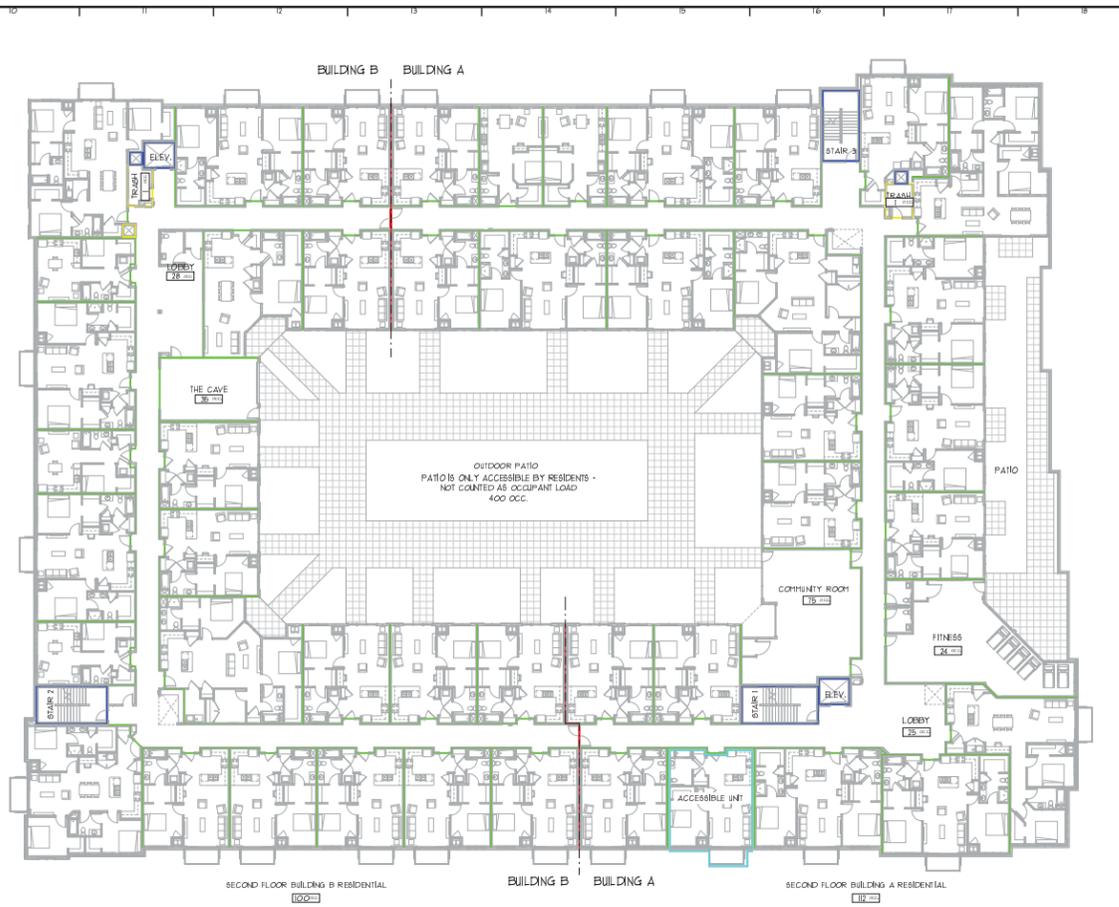
Date: JULY 2015 Reg. No. 1425  
 Signed: *[Signature]*

**YHR PARTNERS**  
 ARCHITECTURE PLANNING  
 423 BAKER AVENUE  
 BISMARCK, ND 58505  
 Fax: 718.833.7988 P: 718.833.4422

Project Number: 1011-4  
 File Name: C:\1011\1011.dwg



1.10 FIRST FLOOR - CODE PLAN  
 P. 1011.dwg



2.10 SECOND FLOOR - CODE PLAN  
 P. 1011.dwg



3.10 THIRD FLOOR - CODE PLAN  
 P. 1011.dwg

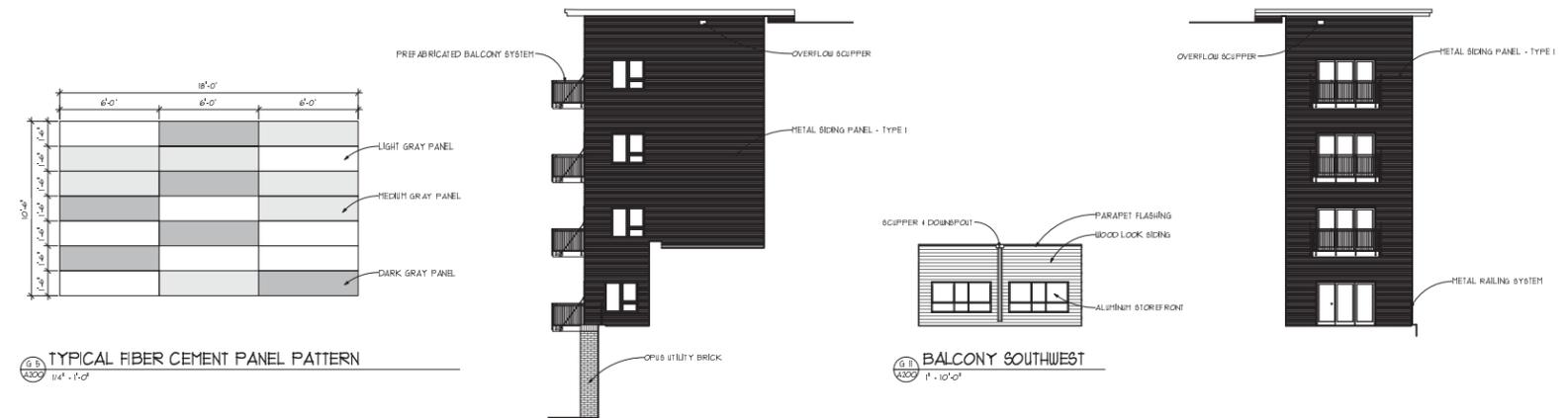


4.10 FOURTH FLOOR CODE PLAN / FIFTH FLOOR SIMILAR  
 P. 1011.dwg

KEYNOTES



**8.0 EAST BUILDING ELEVATION**  
 1" = 10'-0"



**8.5 TYPICAL FIBER CEMENT PANEL PATTERN**  
 1 1/4" = 1'-0"

**8.1 BALCONY SOUTHWEST**  
 1 1/4" = 1'-0"

**8.2 BUILDING ELEVATION - BALCONY SOUTH**  
 1 1/4" = 1'-0"

**8.3 BUILDING ELEVATION - BALCONY NORTH**  
 1 1/4" = 1'-0"



**9.1 SOUTH BUILDING ELEVATION**  
 1" = 10'-0"



GENERAL NOTES

NOTE 1 - 1 HOUR RATED EXTERIOR WALL, DO NOT PENETRATE

I hereby certify that this drawing, specification or report was prepared by me or under my direct supervision and that I am a duly registered Architect under the laws of the State of North Dakota.

Date: JULY 2015 Reg. No. 1425  
 Signed: *[Signature]*

**YHR PARTNERS**  
 ARCHITECTURE PLANNING  
 420 Main Avenue  
 Bismarck, ND 58501  
 Fax: 701-833-7988 Pk: 701-833-4422

Project Number: 1011-4  
 File Name: C:\Users\jgrogg\Documents\Drawings\1011-4

Sheet No.  
 © 2015 YHR PARTNERS, LTD. **A200**

KEYNOTES



GENERAL NOTES

NOTE 1 - 1 HOUR RATED EXTERIOR WALL, DO NOT PENETRATE

I hereby certify that this drawing, specification or report was prepared by me or under my direct supervision and that I am a duly registered Architect under the laws of the State of North Dakota.

Date: JULY 2015 Reg. No. 142

Signed: *[Signature]*

**YHR PARTNERS**  
ARCHITECTURE PLANNING  
420 Main Avenue  
Bismarck, ND 58505  
Fax: 701.233.7988 Pk: 701.233.4422

Project Number: 1011-4  
File Name: c:\1011\sheyenne32.dwg

Sheet No. **A201**



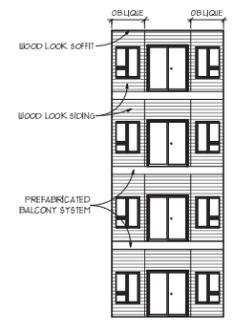
WEST BUILDING ELEVATION  
P. 10'-0"



BUILDING ELEVATION - COURTYARD SOUTH  
P. 10'-0"



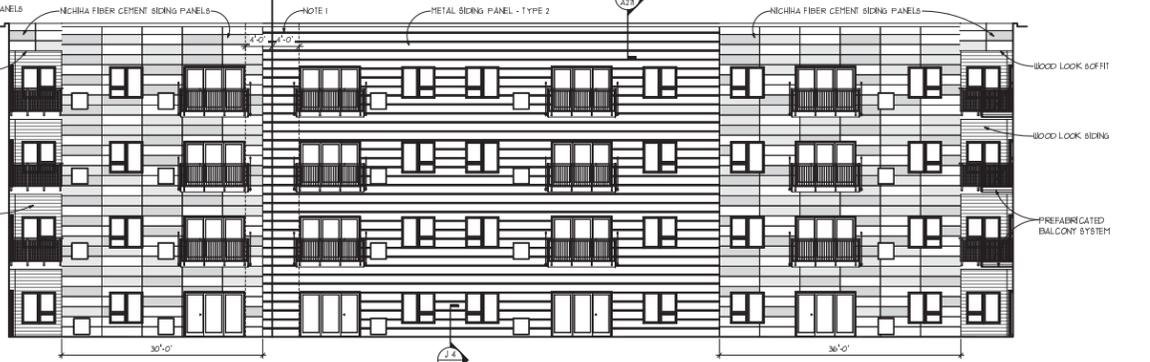
BUILDING ELEVATION - COURTYARD WEST  
P. 10'-0"



COURTYARD INTERIOR CORNER  
P. 10'-0"



BUILDING ELEVATION - COURTYARD EAST  
P. 10'-0"



BUILDING ELEVATION - COURTYARD NORTH  
P. 10'-0"



NORTH BUILDING ELEVATION  
P. 10'-0"

## **Parking Reduction**

The applicant is further requesting a reduction in parking requirements which is allowed by resolution of the City Commission per Section 4-450 of City Ordinances. The reduction is to be justified by way of demonstration of the property owner through market studies or other means that the required off-street parking is excessive and/or a lower parking demand is supported by the Institute of Traffic Engineers (ITE) Parking Generation manual and a lesser requirement justifiable.

In addition to this, City staff along with staff from the City of Fargo and the Fargo Moorhead Metropolitan Council of Governments recently conducted a study along with surveys of parking supply and demand throughout the North Dakota side of the metro. This study was completed and presented to the Planning Commission late in 2018 and is attached hereto. The study determined that many developers are over-supplying parking, even in suburban environments. One outcome of the study was a recommendation to consider parking minimums and parking maximums as a way of ensuring that at minimum, average parking demand would be met, but also on the other end of the issue that large unused parking lots were not using up valuable land and infrastructure extending by giving developers a maximum threshold of parking that they could build. Using this study, staff is able to provide a minimum and maximum threshold for a mixed use building similar to what is being proposed here at Northern Lights on Sheyenne.

To more clearly illustrate the request, below is a breakdown of the proposed parking supply, current requirements and expected demand:

- Parking Supply Provided (first floor, surface, and 3<sup>rd</sup> floor of parking ramp): **338 Spaces**
- Current Ordinance Parking Requirement: **423 Spaces**
- Parking Demand using ITE Parking Generation 4th Edition for the apartment units (suburban low to mid-rise average) and City code for the commercial uses: **297 spaces**
- Recent Fargo West Fargo Parking Study recommend amount required: **Minimum 278 spaces – Maximum 694 spaces**

**Staff is recommending approval of the requested reduction in parking and has included a resolution to be considered by the City Commission.**

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

**RESOLUTION APPROVING REDUCTION IN PARKING FOR NORTHERN LIGHTS ON SHEYENNE, LLC LOCATED AT 2920 SHEYENNE ST (LOT 1, BLOCK 1 OF EAGLE RUN PLAZA EIGHTH ADDITION), CITY OF WEST FARGO, NORTH DAKOTA**

WHEREAS, the City of West Fargo requires that no building shall be erected, enlarged to the extent of increasing the floor area, or changed in use unless there is provided on the lot, space for parking of automobiles through Section 4-450 of City Ordinances; and

WHEREAS, the City provides within Section 4-450 of City Ordinances the ability if it can be demonstrated by the property owner through market studies or other means that the required off-street parking is excessive and/or a lower parking demand is supported by the Institute of Traffic Engineers Parking Generation manual and a lesser requirement justifiable, the City Commission may reduce the number of required spaces by passage of a resolution approved by a majority of the members of the City Commission; and

WHEREAS, Northern Lights on Sheyenne 32, LLC has applied for a building permit to construct a building at 2920 Sheyenne St (Lot 1, Block 1 of Eagle Run Plaza Eighth Addition), City of West Fargo, North Dakota to remodel warehouse space and expand the office space within the existing building to support business operations; and

WHEREAS, the Section 4-450 would require 423 parking spaces for the proposed development of a multi-use commercial and residential building which the owner has provided justification as provided for in Section 4-451 of City Ordinances that a lesser requirement is justifiable to provide for their employees and customers; and

WHEREAS, using the low to mid-rise apartment land use in a suburban setting average peak demand of 1.23 spaces per dwelling unit published in the Institute of Traffic

Engineers Parking Generation Manual 4<sup>th</sup> Edition for the 197 proposed residential units and the City's requirements for Commercial and Entertainment Uses to be 1 space per 250 ft<sup>2</sup> for the proposed 13,760 ft<sup>2</sup> of commercial space there is a perceived parking demand of 297 parking stalls; and

WHEREAS, the City of West Fargo completed a study in 2018 with the City of Fargo and the Fargo Moorhead Metropolitan Council of Governments to study parking supply and demand in the area entitled the Fargo/West Fargo Parking & Access Study which recommended a range of proposed minimum parking requirements based on a number of case studies and parking counts throughout Fargo and West Fargo of 1 space per 1,000 ft<sup>2</sup> and a maximum of 2.5 spaces per 1,000 ft<sup>2</sup> which would result in a required parking minimum for this building of 278 spaces and a maximum of 694 spaces; and

WHEREAS, after reviewing the application, the City Commissioners of the City of West Fargo believe it is in the best interest of the City to adopt and approve the reduction in parking for 2920 Sheyenne St (Lot 1, Block 1 of Eagle Run Plaza Eighth Addition), City of West Fargo, North Dakota.

NOW, THEREFORE, be it resolved by the City Commission of the City of West Fargo, North Dakota, that the reduction in parking from 423 parking spaces to 338 parking spaces for the Northern Lights on Sheyenne, LLC project at 2920 Sheyenne St (Lot 1, Block 1 of Eagle Run Plaza Eighth Addition), City of West Fargo, North Dakota is hereby approved and adopted.

APPROVED:

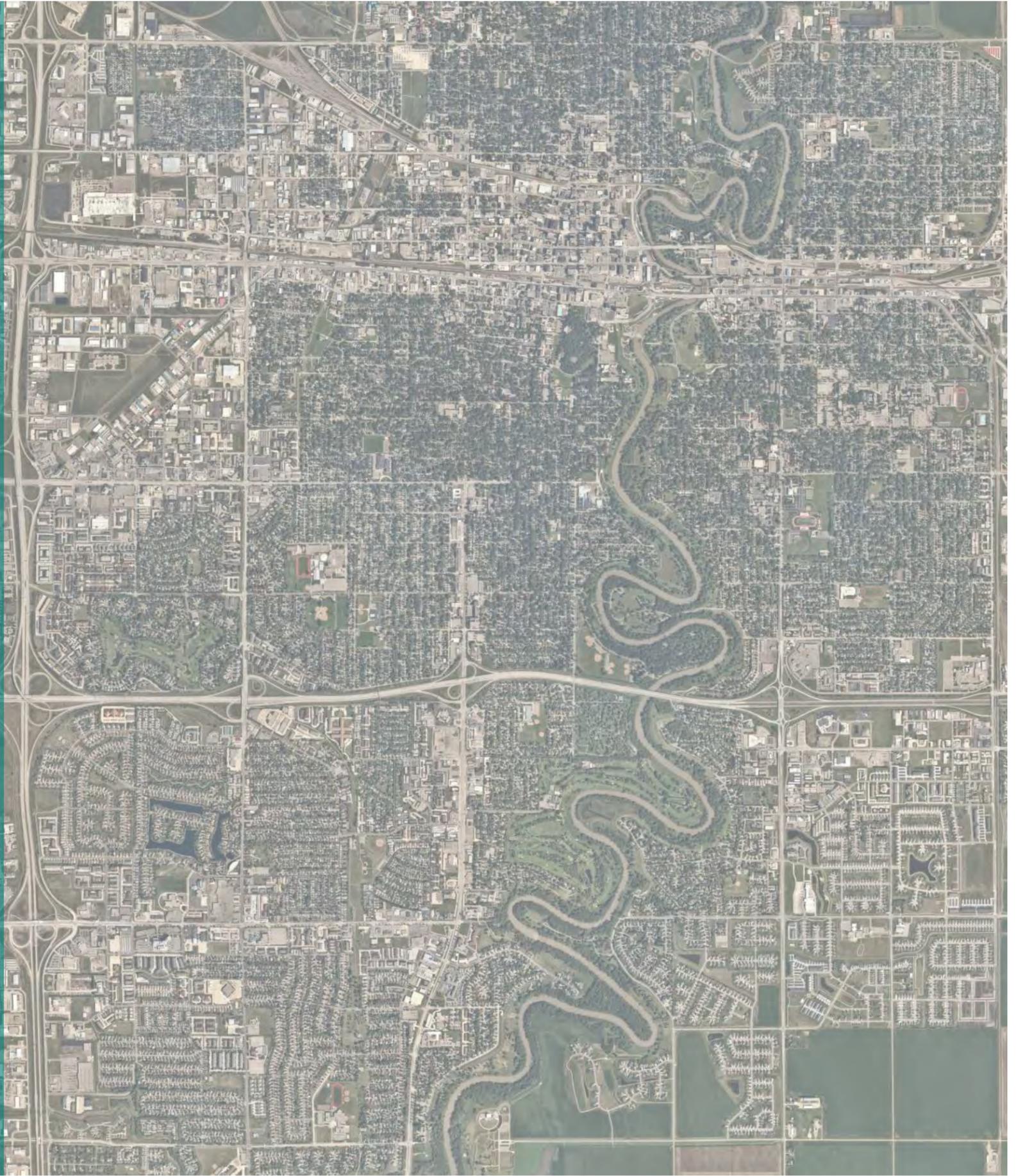
BY: \_\_\_\_\_  
President of the Board of City  
Commissioners

ATTEST:

\_\_\_\_\_  
Tina Fisk, 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 were absent  
and not voting: \_\_\_\_\_. The majority having voted aye, the motion carried and the  
resolution was duly adopted.

# FARGO/ WEST FARGO PARKING & ACCESS STUDY



---

Prepared for:  
Fargo-Moorhead Metropolitan Council of  
Governments (Metro COG)

December 2018

*The preparation of this document was funded in part by the United States Department of Transportation with funding administered through the North Dakota Department of Transportation, the Federal Highway Administration, and the Federal Transit Administration. Additional funding was provided by the Minnesota Department of Transportation and through local contributions from the governments of Fargo, West Fargo, Horace, and Cass County in North Dakota; and Moorhead, Dilworth, and Clay County in Minnesota. The United States Government and the States of North Dakota and Minnesota assume no liability for the contents or use thereof.*

*This document does not constitute a standard, specification, or regulation. The United States Government, the States of North Dakota and Minnesota, and the Fargo-Moorhead Metropolitan Council of Governments do not endorse products or manufacturers. Trade or manufacturers' names may appear herein only because they are considered essential to the objective of this document.*

*The contents of this document reflect the views of the authors, who are responsible for the facts and the accuracy of the data presented herein. The contents do not necessarily reflect the policies of the state and federal Departments of Transportation.*

**Prepared by:**





# TABLE OF CONTENTS

<b>INTRODUCTION.....</b>	<b>4</b>
<b>EXISTING CONDITIONS.....</b>	<b>5</b>
Development Pattern Assessment.....	6
Functional Classifications.....	11
Zoning & Variance Procedures.....	12
Parking Utilization Surveys.....	14
Stakeholder Interviews.....	20
Issues & Opportunities.....	22
<b>FRAMEWORK FOR THE FUTURE.....</b>	<b>23</b>
Streets for the Future.....	24
Right-sizing the Regional Parking Footprint.....	34
Development Prototypes.....	43

# INTRODUCTION

Mobility and parking are key, interdependent elements that drive the region's transportation system. As Fargo and West Fargo undergo unprecedented growth, ensuring that visitors, employees, and residents can get to the places they need to go is key to supporting economic development and enhancing the region's overall quality-of-life. The purpose of this study is to analyze how parking plays a role in site development, how street networks can be best laid out to create efficiency in the transportation network, and how modifications to both access and parking regulations can achieve the goals of Metro COG, Fargo, and West Fargo.

The key goals of this study are to:

- Develop guidelines that encourage safe traffic flow, as well as a comfortable walking and biking experience
- Develop access and roadway guidelines that complement land use form, as opposed to just functional classifications
- Reduce the need to build excess off-street parking
- Enable sustainable development patterns

Recommendations aim to improve the efficiency of the transportation network and its connection to land use, enhance mobility and access, and encourage sustainable development patterns. In a region like the greater Fargo area, particularly its growth areas, a balance needs to be struck that ensures compact, walkable neighborhoods and corridors that are not congested with traffic. This study discusses how establishing

distinct Street Types that specifically correlate to the surrounding land uses will help create livable neighborhoods that enhance the urban environment and assist in long-term planning decisions. And how better development patterns, illustrated by the Development Prototypes, can support the overall transportation network through an intentional street framework and "Right-Sized" Parking footprint.

## Study Review Committee

This study was a collaborative process with a Study Review Committee (SRC) made up of Metro COG and staff from Fargo and West Fargo. The group was responsible for steering the study and providing feedback on critical project direction. At major milestones, the project team met to discuss and collaborate on key issues, potential solutions, and next steps. The names and affiliations of SRC members are listed below:

Fargo-Moorhead  
Metropolitan Council  
of Governments



Michael Maddox, AICP  
Senior Transportation  
Planner

City of  
West Fargo



Tim Solberg, AICP  
Director of Planning and  
Zoning

City of  
Fargo



Aaron Nelson, AICP  
Planing Coordinator  
Jeremy Gordon, PE, PTEO  
Division Engineer -  
Transportation

# EXISTING CONDITIONS

Fargo and West Fargo consist of a variety of residential, commercial, office, and industrial land uses that serve over 150,000 residents daily, and is experiencing continued, exponential growth. Creating a seamless connection between the street network and parking system is key to establishing smart growth. As is common in this country, the area roadway classification system is separated from parking requirements and land use patterns, which can lead to sprawling, segmented, and car-centric development patterns.

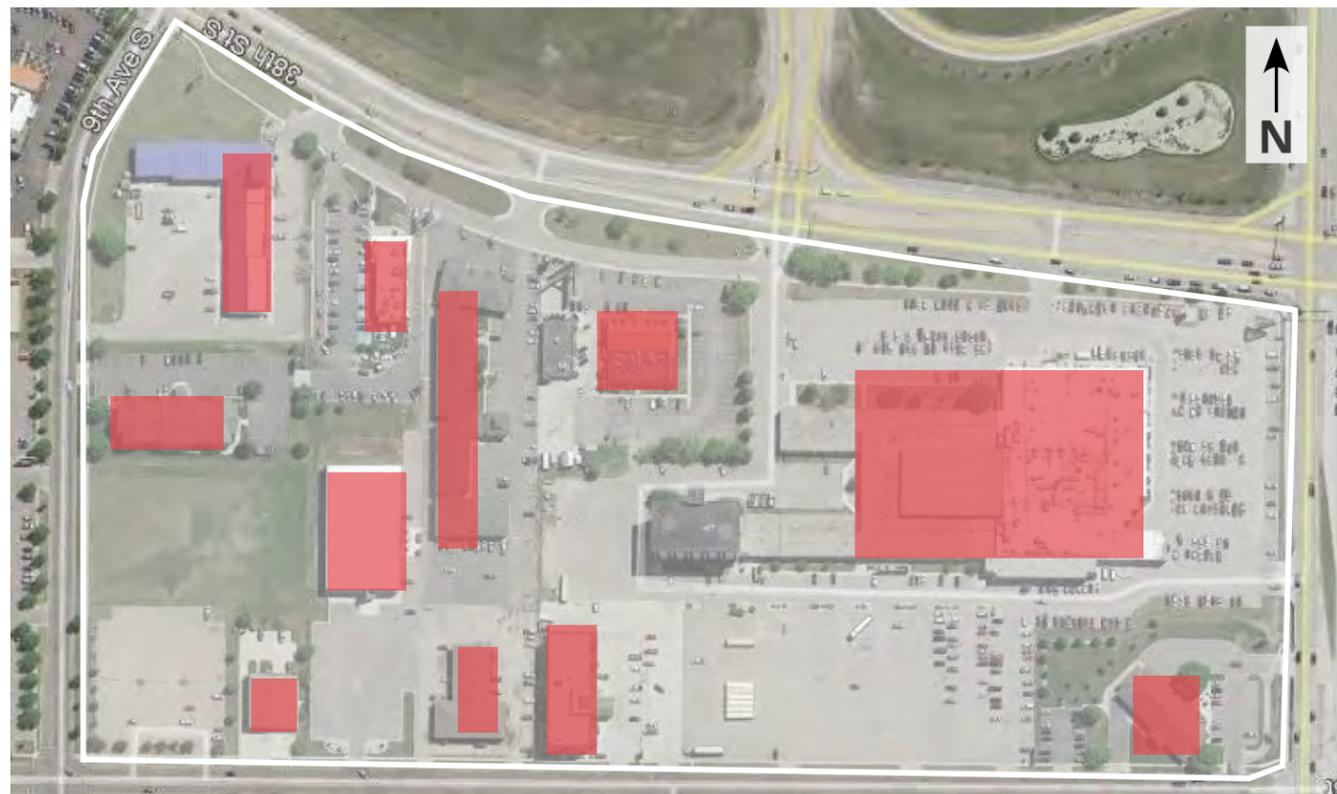
This section identifies the core issues of the region's transportation and development process through assessing existing land uses, surveying parking utilization patterns, and conducting stakeholder interviews.



# Development pattern assessment

The region's land use patterns are a product of the existing zoning codes, regulations, and transportation policies currently in place. Assessing the site design elements in Fargo and West Fargo today provides valuable insights into which design tools and strategies should be used in shaping the future. Five primary issues were identified and are outlined below.

## Separated land uses



### KEY ISSUES

Within this single block in Fargo, there are 11 separate land uses, which are each surrounded by their own separate parking field. This type of development pattern segments land uses, encourages additional car trips, disconnects traffic flow and travel patterns, and discourages pedestrian traffic and cross shopping.

## Best Practices



Shared surface parking lots increase the efficiency of the parking pool and encourages walking

Businesses and retail services located adjacent to one another encourage cross shopping and discourage additional car trips.

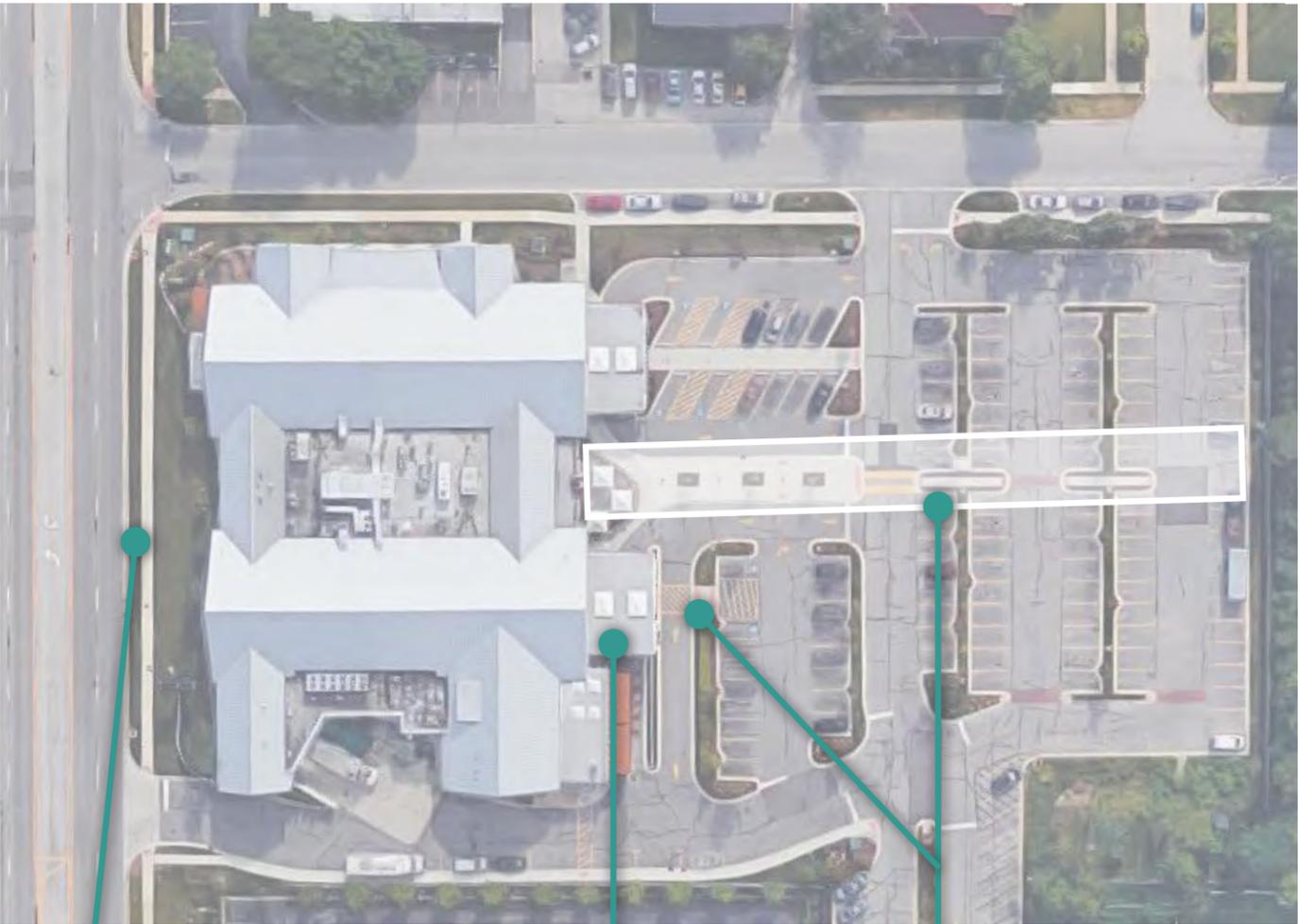
Small block size and narrow streets encourage walking and provide opportunities for on-street parking.

# Large number of curb cuts

**KEY ISSUES**  
This example examines a portion of 42nd Street South between 13th Avenue South and 15th Avenue South. The west side of the street has seven driveways (curb cuts) to access land uses, while the east side of the street has one driveway to access businesses. Many curb cuts along a single blockface creates an uncomfortable and unsafe pedestrian environment, encourages additional car trips if cross access is not provided, segments land uses, and interrupts traffic flow/circulation.



# Best Practices



Single access shared with neighboring use creates a more continuous pedestrian environment while improving traffic flow.

Buildings are oriented towards the arterial streets.

Includes designated area for pick-up/drop-off and pedestrian walkway.

# Site design barriers between land uses



## KEY ISSUES

Osgood Plaza located on 40th Avenue South and 45th Street South offers a variety of services for the needs of adjacent residents; however, with entrances exclusively facing the parking toward the arterial, as well as a lack of pedestrian connections, the large building acts as a physical barrier and residents are forced to drive to access these services. This type of development pattern encourages additional car trips and discourages walking trips.

# Best Practices

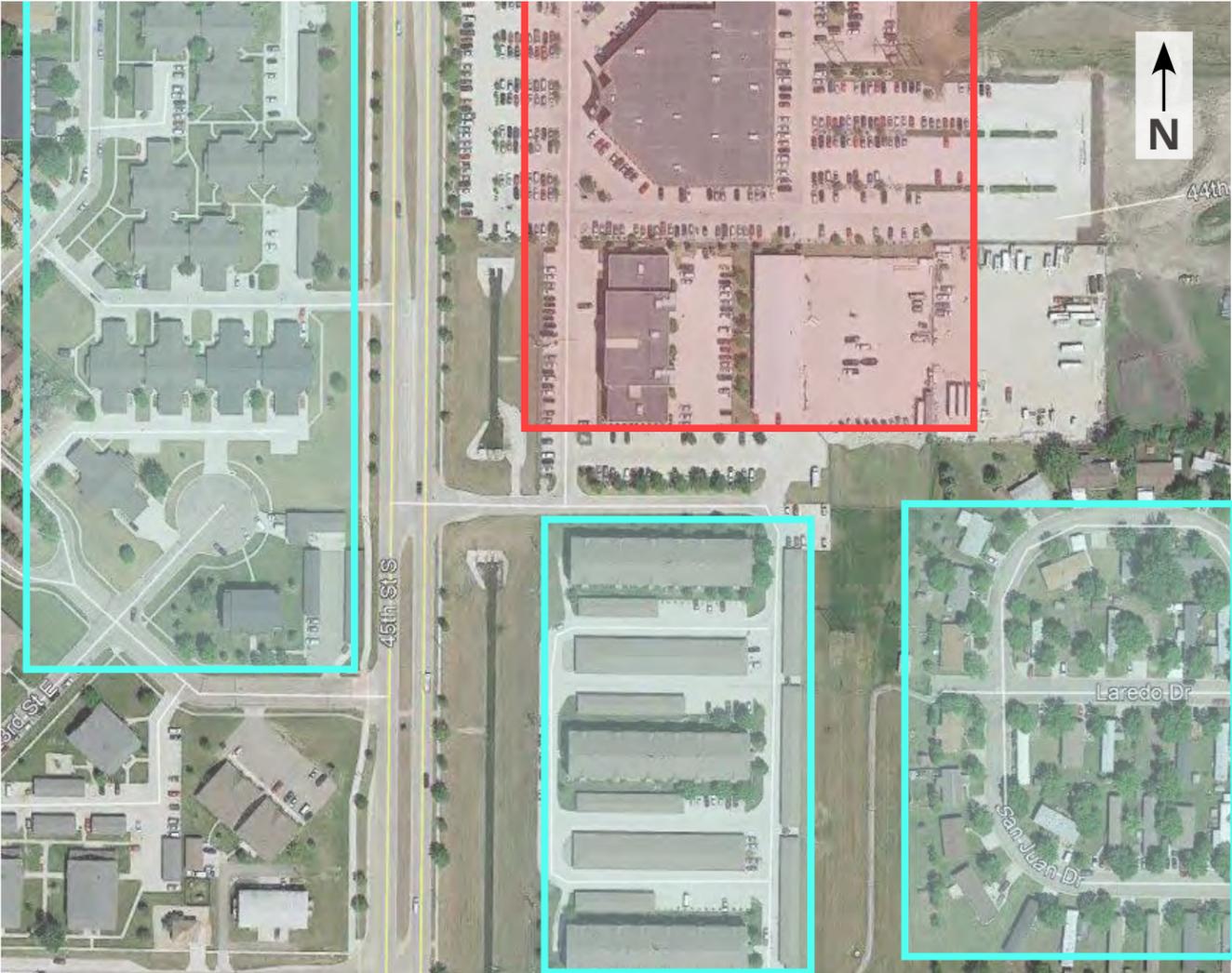


On-street parking slows traffic, increases parking supply, and establishes safe pedestrian connections.

Larger parking facilities are located on the outskirts of the development, with more active uses located in the central part of the development. This type of dense development encourages cross shopping.

Small blocks with narrow streets and landscaping create a more comfortable environment for pedestrians.

# Roadway barriers between land uses



The shopping/office plaza located along 45th Street South between Main Avenue and 9th Avenue South, like the previous example, offers services that benefit adjacent residents. However, none of these services are accessible due to limited pedestrian amenities, water detention infrastructure, and entrances exclusively facing the parking lot/arterial roadway. Self-contained and separated residential and commercial development patterns create oversized and car-centric land use patterns.

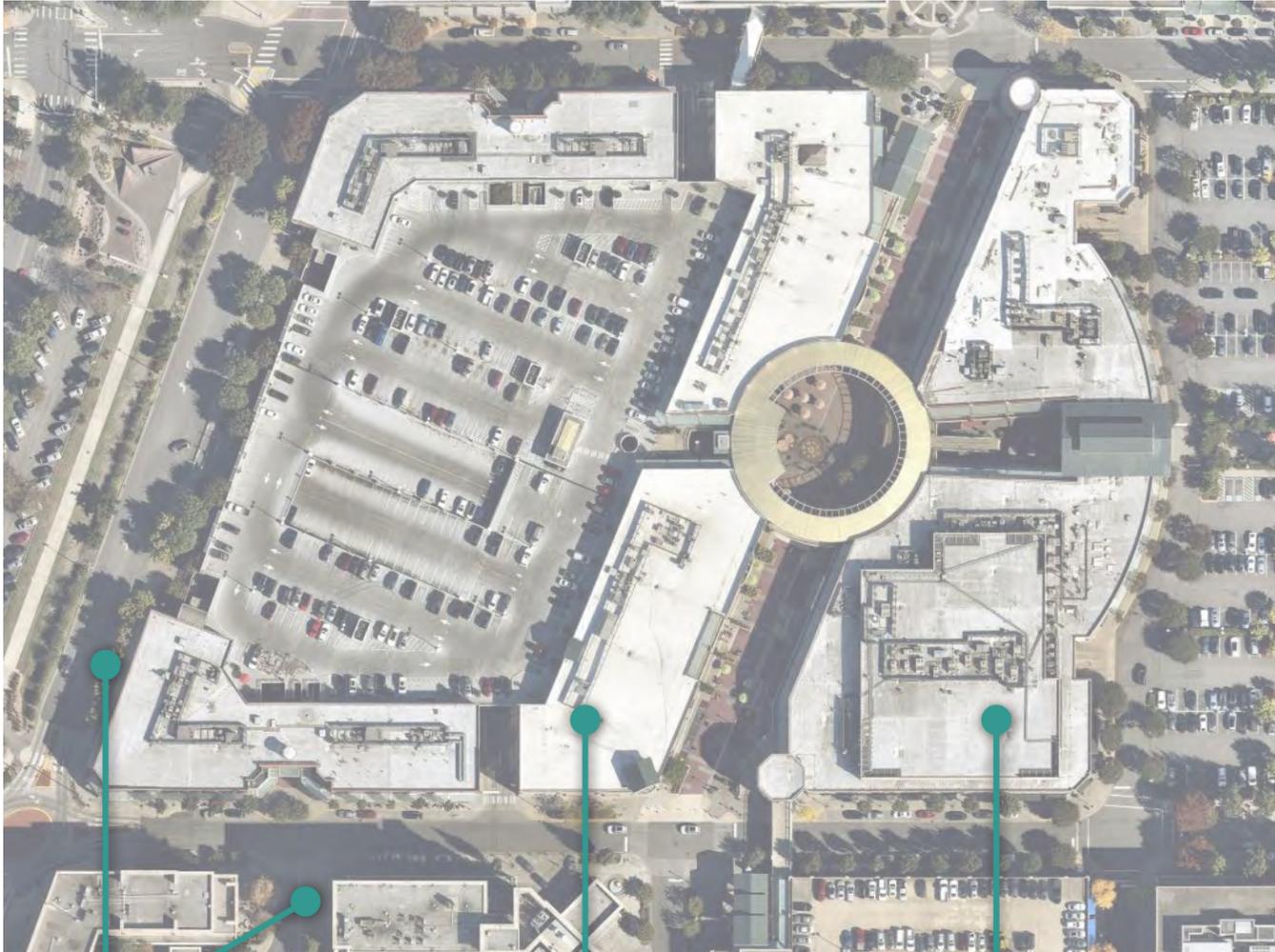
# Separated Garages



A series of residential developments on 9th Avenue South is shown that have single-story row garages (in red). This type of development increases the land dedicated to parking and disconnects travel patterns. Stakeholder interviews and anecdotal evidence have informed us that these garages are often used for personal storage, as opposed to vehicle storage.



# Best Practices



Businesses and residential front narrow, low volume streets that are easy for pedestrians to cross.

Singular, shared parking facility can be used by customers, employees, and visitors during the day, and residents at night.

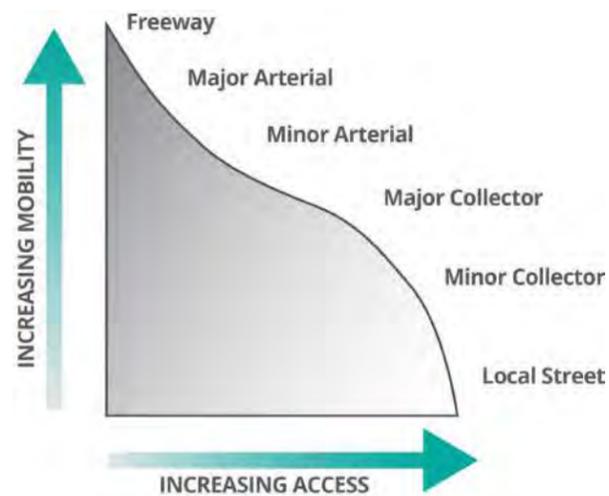
Integrating residential and commercial land uses creates a more dense, walkable environment, while using land more productively and encouraging shared parking.

# Functional Classifications

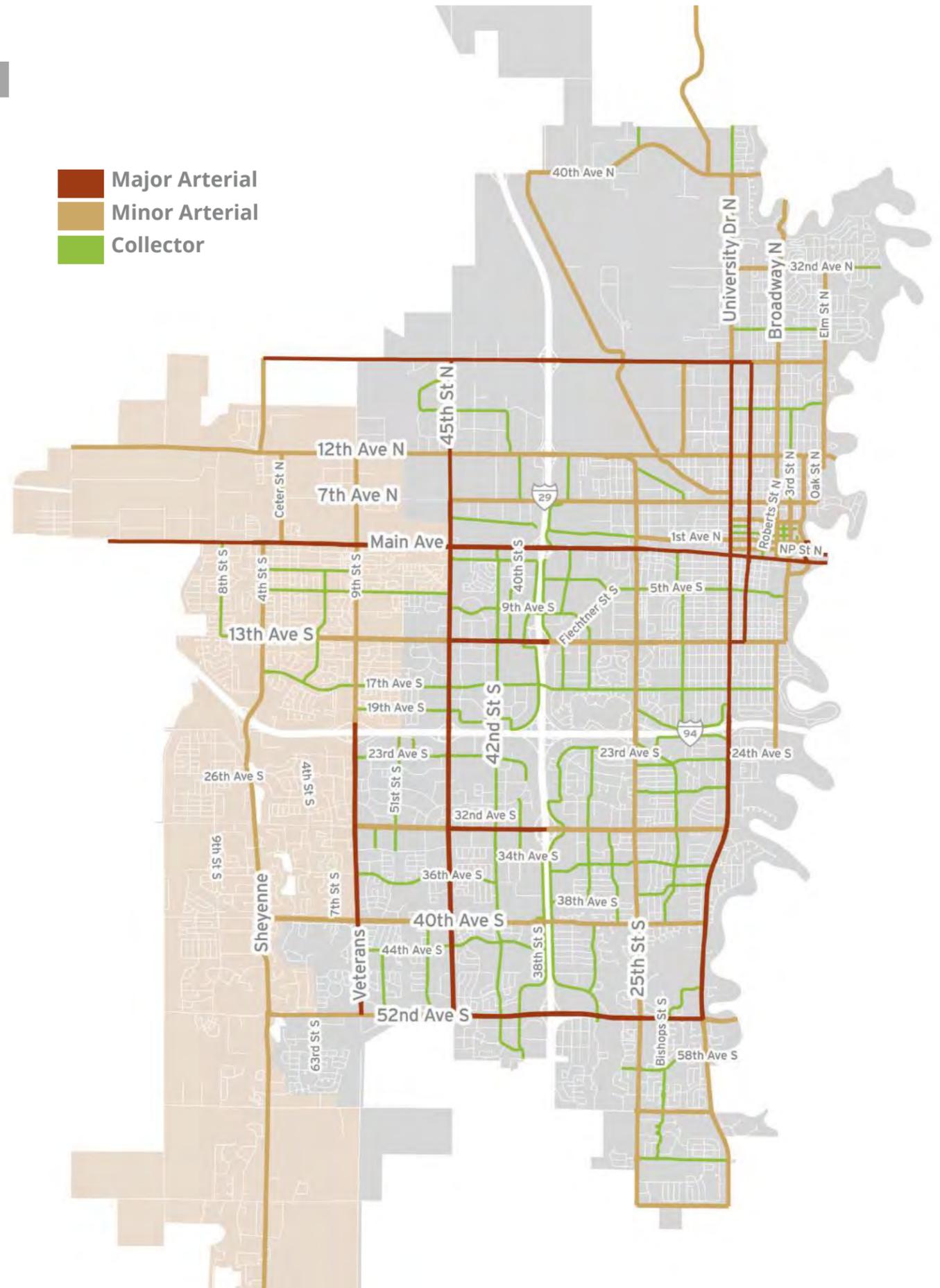
Streets across the United States are typically classified according to the Federal Highway Administration's (FHWA) functional classification system of arterial, collector, and local streets. The intended purpose of the functional classification system is to define a street's role in moving cars within a larger highway network, balancing the movement of vehicles with property access.

Why does a street's classification matter? Functional classifications dictate the way a street is designed, from the width of the lanes to the distance between traffic signals. The classifications also dictate how many access driveways are provided as policies are implemented that minimize/control the number of conflict points on a corridor. The design standards associated with the functional classification system are primarily focused on moving cars without delay. Prioritizing moving cars too quickly though, can create streets that are unsafe, disconnected, and inhospitable for people walking, biking, or waiting for the bus. It can also lead to designing roads that are bigger than they need to be, which means spending extra money on materials, construction, and maintenance.

The current network classifications in the greater Fargo and West Fargo area are no exception and follow a system generally consisting of the following hierarchy:



- Interstate – serve the longest uninterrupted distances at high speeds with limited access opportunities
- Principle Arterial
- Minor Arterial
- Major Collector
- Minor Collector
- Local – serve short, localized trips and provide frequent access opportunities to adjacent properties



# Zoning & Variance Procedures

In recent years, Fargo and West Fargo have seen increased requests for variances, waivers, and reductions to the parking requirements prescribed by local zoning codes for both residential and commercial areas, indicating preferences towards lowering parking minimum requirements and increased flexibility. The following section of the report outlines existing policies and procedures surrounding parking requirements and variance requests.

## Existing Zoning Code

Parking minimum requirements for both Fargo and West Fargo were examined and compared to national standards. The table below outlines the minimum requirements in comparison to national standards for major land uses. While the single and multi-family households are aligned with—or slightly below—national standards, the minimum parking requirements in Fargo and West Fargo were higher than the national standard for all other land uses. Implementing minimum parking requirements that are greater than the demand for parking raises the cost of construction for developers, increases the distance that land uses can locate between one another, and expands the street and infrastructure system.

Parking Minimum Requirements for major land uses in Fargo, West Fargo, and National Standards

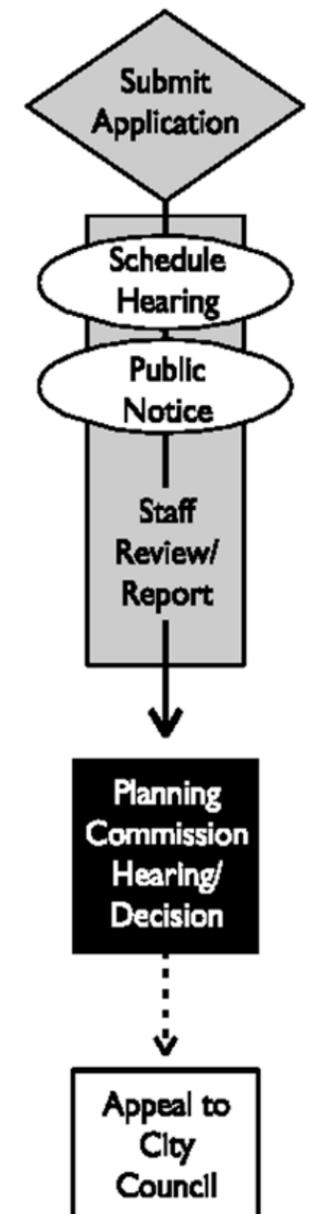
Landuse	City of Fargo	City of West Fargo	National Standard <sup>1</sup>	Unit	% difference
Single family	2.00	2.00	2.00	Bedroom	0%
Multi-dwelling household	2.25	1.00	1.23	Dwelling Unit	45%
Office - medical	5.00	5.00	3.20	1,000 sqft	36%
Office - general	3.33	5.00	2.84	1,000 sqft	15%
Restaurant/bar/tavern/lounge	13.33	10.00	10.60	1,000 sqft	20%
Religious Institutions	0.40	0.33	0.20	Seat	50%

1. ITE (Institute of Transportation Engineers) Parking Generation Manual, 4th Edition

## Parking Reduction Request Procedures

**City of West Fargo.** City of West Fargo. If it can be demonstrated by the property owner through market studies or other means that the required off-street parking is excessive and/or a lower parking demand is supported by the Institute of Traffic Engineers Parking Generation manual and a lesser requirement justifiable, the City Commission may reduce the number of required spaces by passage of a resolution approved by a majority of the members of the City Commission. Shared parking is also encouraged and can be allowed through shared parking agreements.

**City of Fargo.** City of Fargo provides developers seeking to supply parking below the minimum parking requirement with two types of review/approval procedures for parking reductions: (1) an administrative review for small reductions in parking or (2) review by the Planning Commission for larger reductions. Parking reductions approved administratively are referred to as Alternative Access Plan (AAP), and reductions approved by the Planning Commission are referred to as Conditional Use Permits (CUP). The process in obtaining a CUP involves four key steps to complete prior to a Planning Commission hearing including submitting an application, scheduling a hearing, public notice, and staff review. The City of Fargo has received 19 CUP and AAP applications since 2015.



Key data points for each of these reduction permit types are summarized below:

## Conditional Use Permit

- 14 applications since 2015.
- The majority of applicants were pursuing shared parking agreements.
- The average reduction rate was 40%.
- The most common land uses submitting CUP applications were medical, religious institutions, and retail.

Furthermore, applicants pursuing a CUP or AAP may apply to use Transportation Demand Management (TDM) and/or shared parking strategies as tools in approving their request, as summarized below.

## Transportation Demand Management

May authorize a reduction in the number of required off-street parking spaces for developments that institute and commit to maintain a transportation management program. The applicant must submit a study that clearly indicates the types of transportation management activities and measures proposed.

- Posting and Distribution of Information.
- Transportation Coordinator. Disseminating information on ride-sharing and other transportation options.
- Off-Peak Work Hours. Allow employees to arrive at times other than the peak morning commute period.
- Preferential Parking. Specially marked spaces for each registered car pool and van pool.
- Financial Incentives. Financial incentives for employees commuting by car pool, van pool and transit may also reduce demand.

## Alternative Access Plan

- 5 applications since 2015.
- The majority of applicants were making a case for lower parking demand for their development.
- The average reduction rate was 18%.
- The most common land uses submitting AAP applications were medical, office, and residential land uses.

## Shared Parking

Developments or uses with different operating hours or peak business periods may share off-street parking spaces if approved as part of an Alternative Access and Parking Plan.

- Location. Unless shuttles are provided, parking must be located within 600 feet of entrances.
- Zoning Classification. Shared parking areas serving uses located in nonresidential zoning districts must be located in nonresidential zoning districts. Serving uses located in residential zoning districts may be located in residential or nonresidential zoning districts.
- Shared Parking Study. Study must address the size/type of the proposed development, the composition of tenants, turnover rate and anticipated peak for all uses.
- Agreement for Shared Parking. A shared parking plan will be enforced through written agreement among all owners of record.

# Parking Utilization Surveys

To better understand parking demand patterns in Fargo and West Fargo today, a parking inventory and utilization survey was completed on three major land use typologies: (1) multi-family residential, (2) commercial, and (3) mixed use. Separate sites that best represent each of these land uses were identified and surveyed during peak demand periods. The location of each of the surveyed sites are identified in the figure to the right; the names of each site, as well as the hours surveyed can be seen below.

A map of the selected sites can be seen in the correlating figure. The names of each site, as well as the hours surveyed can be seen below.

## Multi-family Residential Typologies

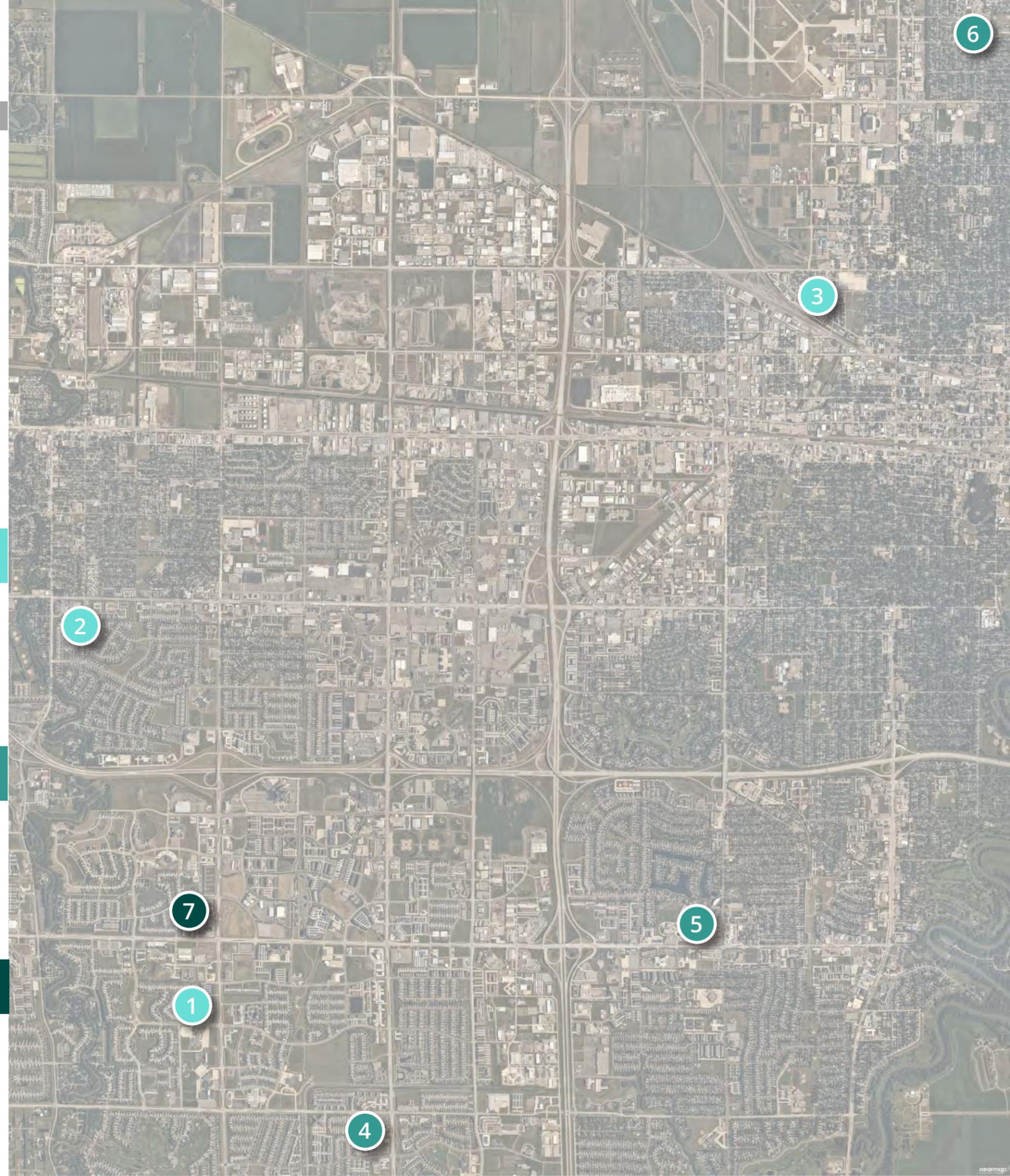
- 1 Shadow Ridge/Shadow Bay Apartments
- 2 Sheyenne Crossing's retirement center
- 3 NDSU student housing units

## Commerical

- 4 Osgood Plaza
- 5 1st International Plaza
- 6 Northport Plaza

## Mixed use Typologies

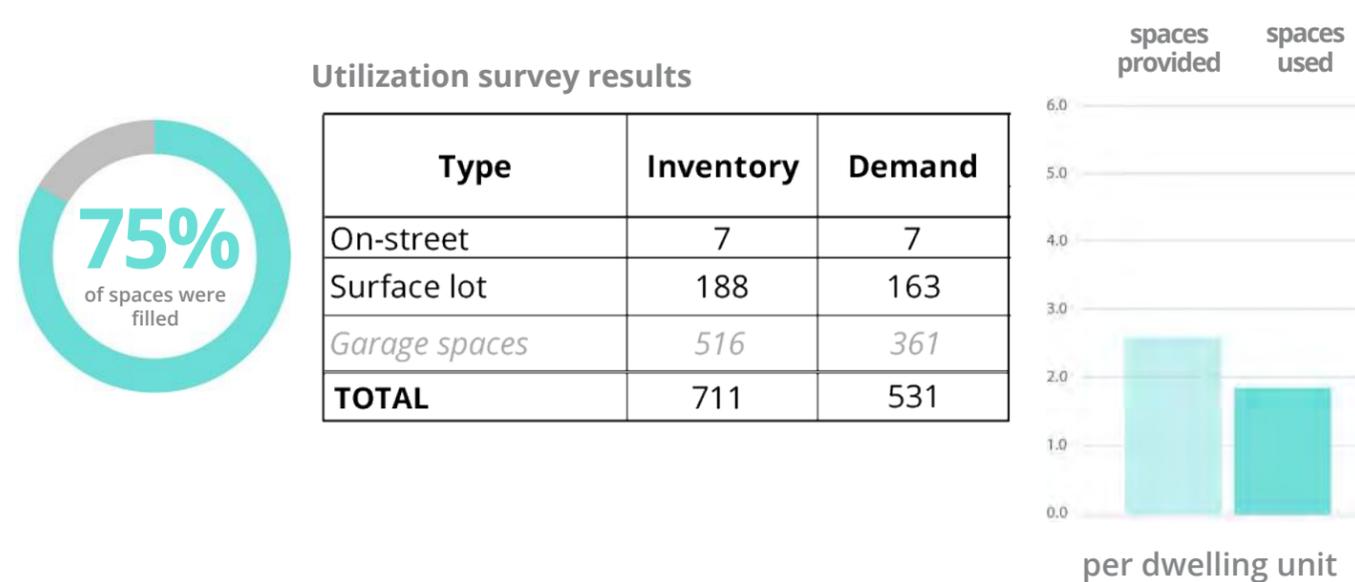
- 7 Boulevard Square



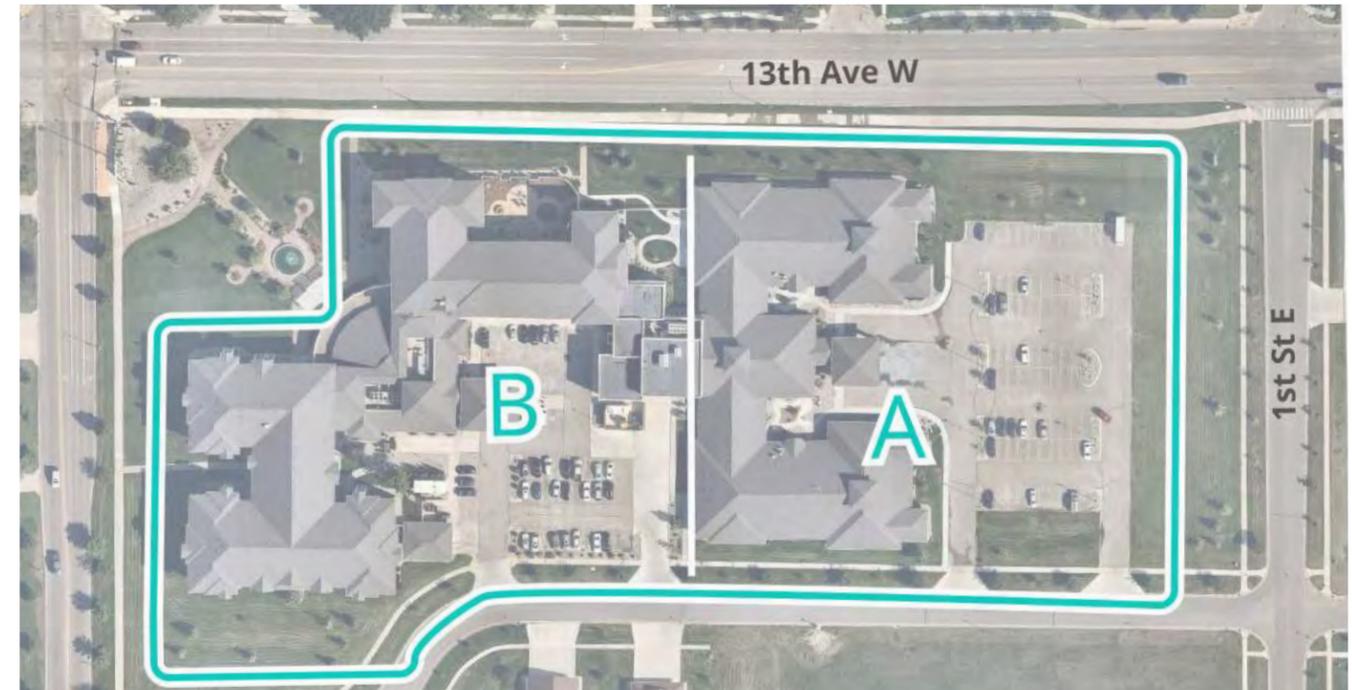
# ① Shadow Ridge/ Shadow Bay Multi-family apartments



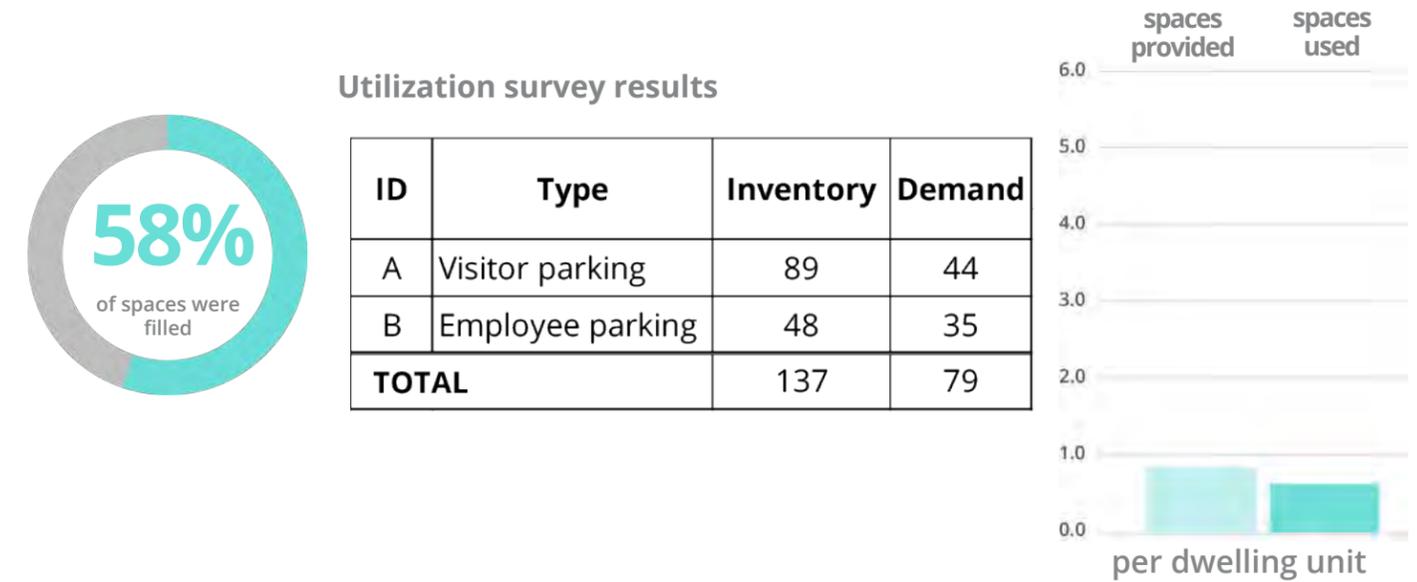
Shadow Ridge/ Shadow Bay is a 276-dwelling unit complex with a variety of apartment types ranging from studio to three-bedroom. While there are 188 outdoor parking spaces, there are also 516 enclosed garage spaces, which were unable to be examined as part of the utilization survey. These facilities were assumed as occupied since incoming vehicles were not able to access them.



# ② Sheyenne Crossings Retirement community

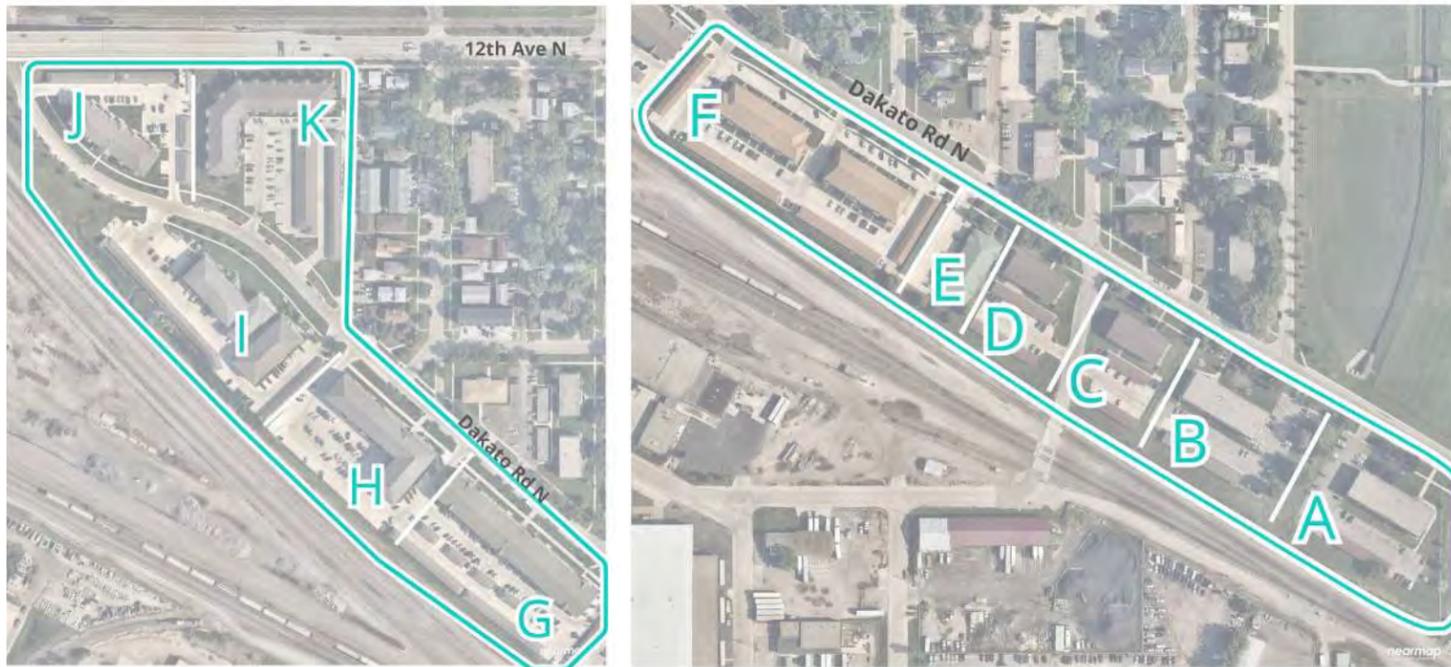


A retirement community that provides a full range of lifestyle and service options from independent living, assisted living, memory care, transitional care, home care, memory care and skilled nursing care. Sheyenne Crossings has 193 units with a total of 137 parking spaces for employees and residents.



\*Analysis assumes that 70% of enclosed garages are filled.

### 3 North Dakota State University, student housing

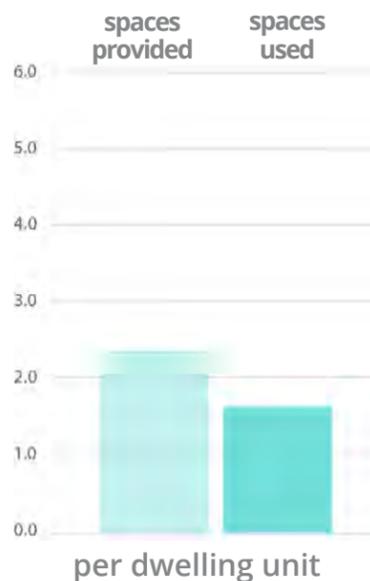


The 11 sites examined are representative of typical student housing developments in that they are mid- to high-rise apartment buildings that are ½- to 1-mile away from the NDSU campus. Similar to the Shadow Bay apartments, several of the examined sites have separated enclosed garages that could not be examined as part of the utilization survey. In addition to the demand in the off-street lot and garages, over 60 vehicles were parked along adjacent side streets, indicating that the demand for parking in this area is high.

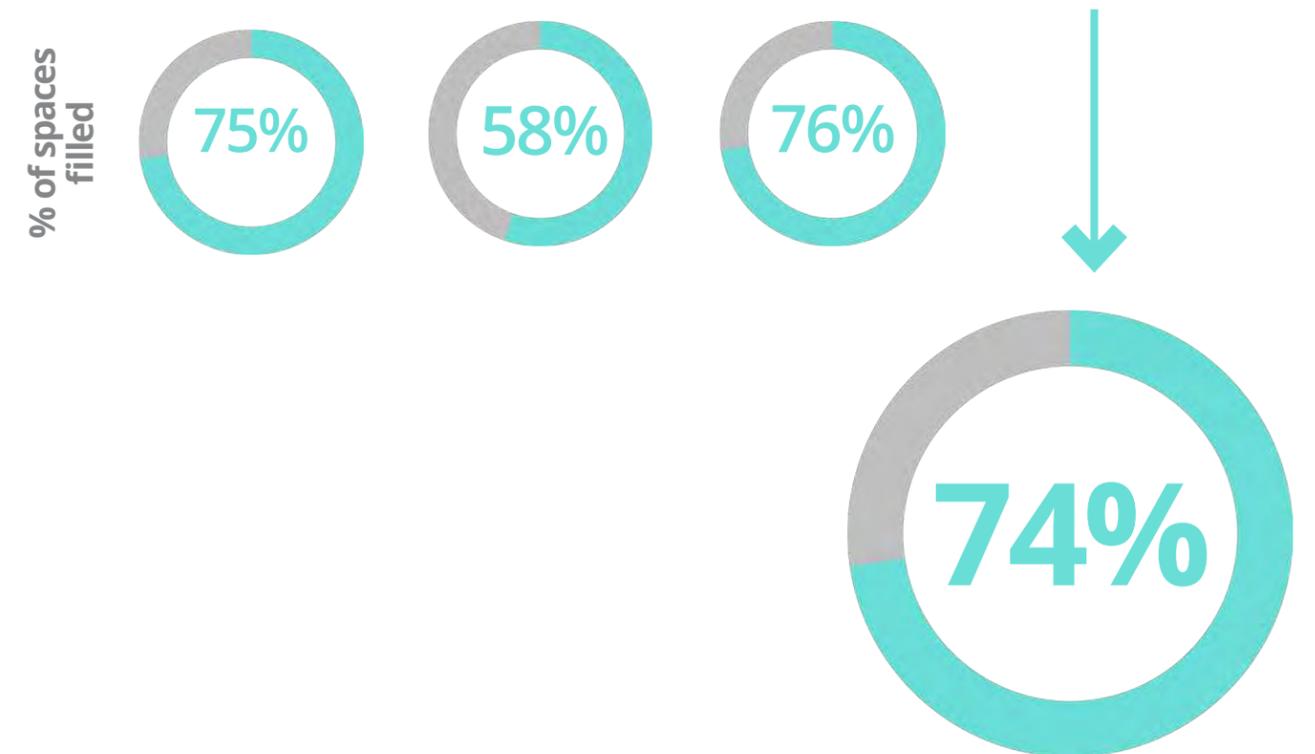
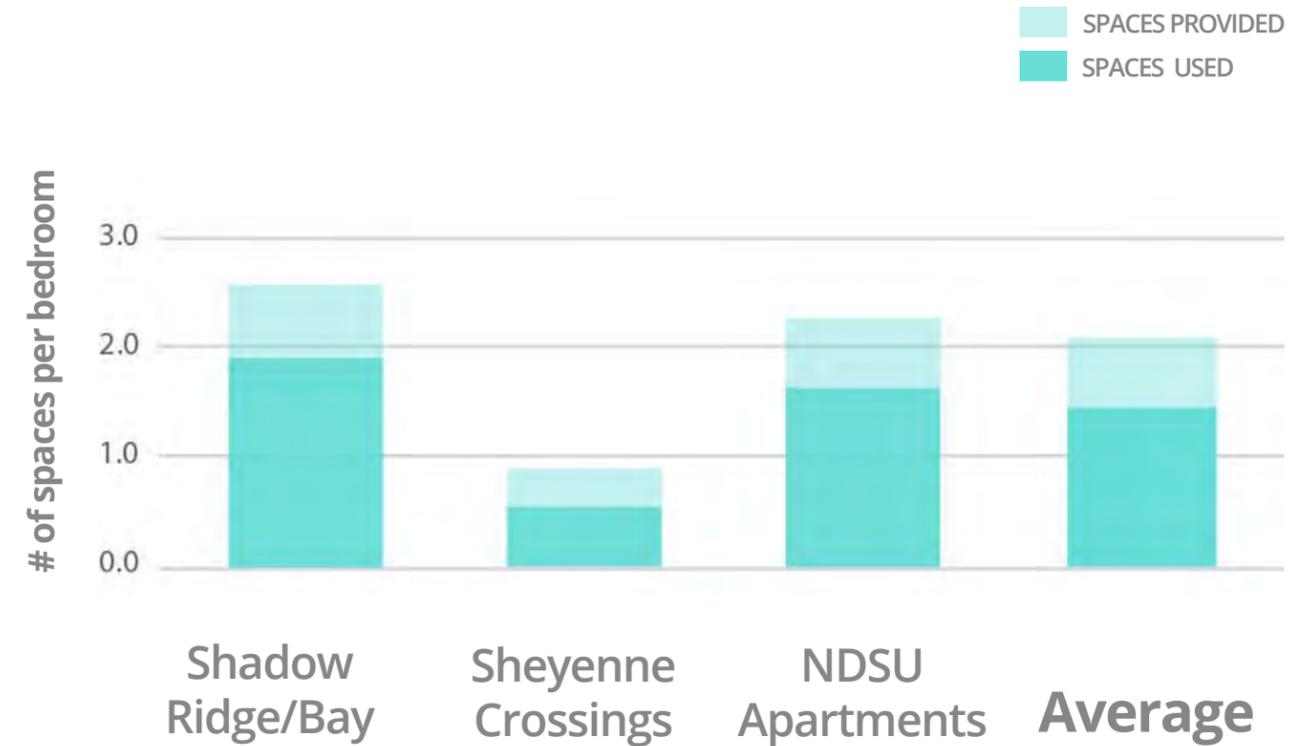
Utilization survey results

ID	Type	Inventory	Demand
A	Surface lot	69	39
	Garage	12	-
B	Surface lot	61	42
	Garage	14	-
C	Surface lot	21	13
	Garage	17	-
D	Surface lot	12	10
	Garage	12	-
E	Surface lot	18	13
	Garage	14	-
F	Surface lot	91	52
	Garage	63	-

ID	Type	Inventory	Demand
G	Surface lot	96	88
	Garage	66	-
H	Surface lot	124	121
	Garage	0	-
I	Surface lot	117	74
	Garage	51	-
J	Surface lot	48	47
	Garage	37	-
K	Surface lot	73	60
	Garage	58	-
	On-street	67	67
	<b>Surface lot</b>	<b>730</b>	<b>559</b>
	<b>Garage</b>	<b>344</b>	<b>241</b>
<b>TOTAL</b>		<b>1,141</b>	<b>867</b>



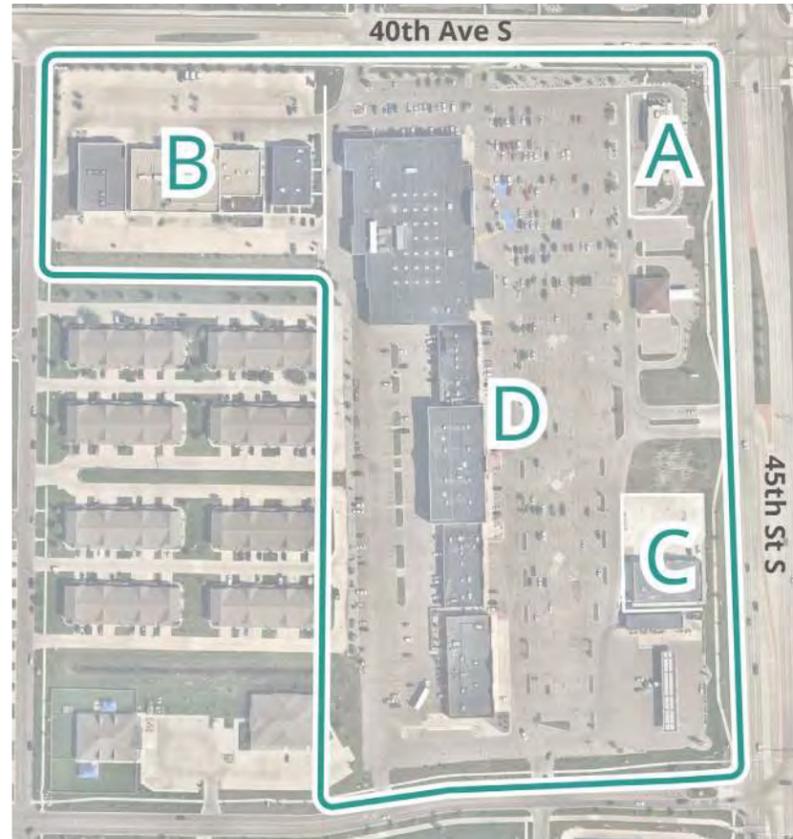
### Summary of Residential Land Uses



\*Analysis assumes that 70% of enclosed garages are filled.

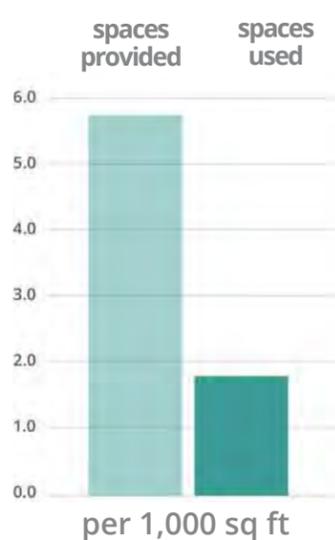
## ④ Osgood Plaza, 4151 45th Street

The shopping center is anchored by Hornbacher's and includes other personal services such as a Men's Hair Company, Nail Spa, Cherry Berry, Jimmy John's, and Bulldog Tap. Area A is a Dairy Queen, Area B includes an Essentia Health Day Clinic, Lil Bloomers, Chiropractor, and other restaurants. This site is surrounded by residential housing developments.

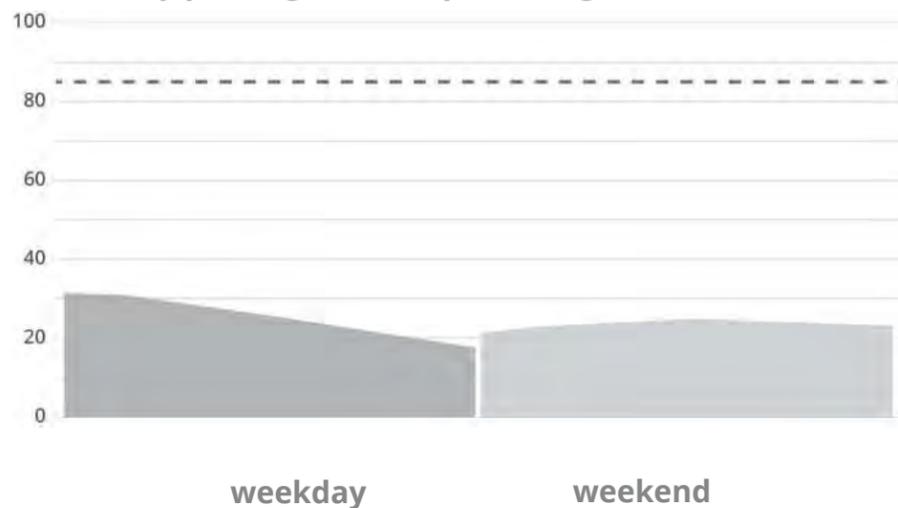


### Utilization survey results

ID	Subsection	Inventory	Demand					
			Weekday			Weekend		
			5pm	6pm	7pm	11am	12pm	1pm
A	Dairy Queen	12	3	2	4	4	9	2
B	Western retail	240	75	31	19	16	14	12
C	T+Mobile area	35	1	1	1	0	1	1
D	Main lot	948	298	268	200	263	279	275
<b>TOTAL</b>		<b>1,235</b>	<b>377</b>	<b>302</b>	<b>224</b>	<b>283</b>	<b>303</b>	<b>290</b>

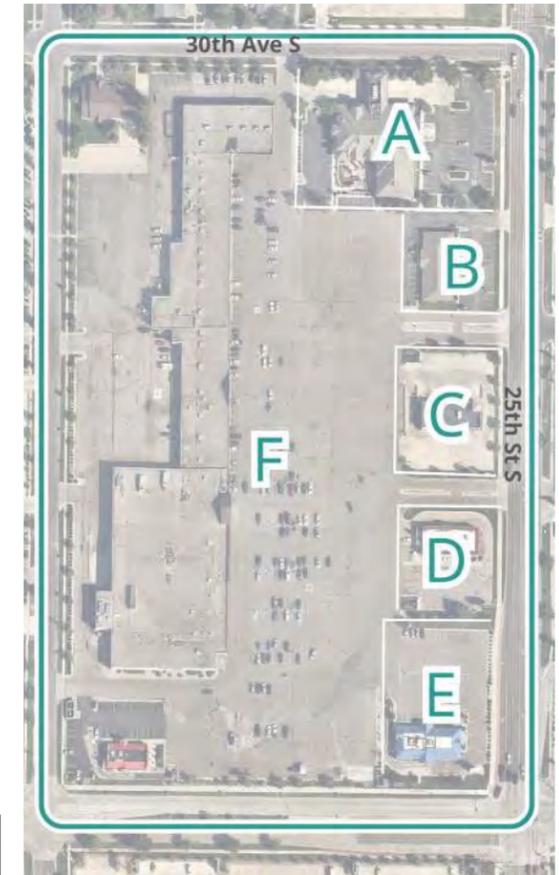


### Total hourly parking demand percentage



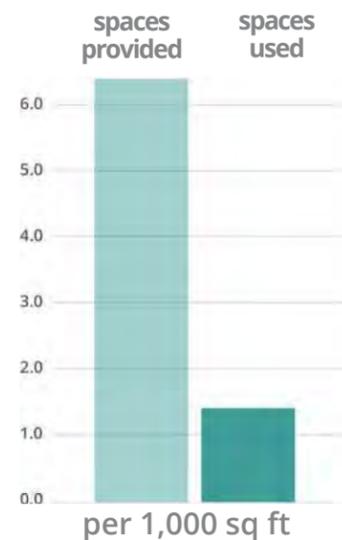
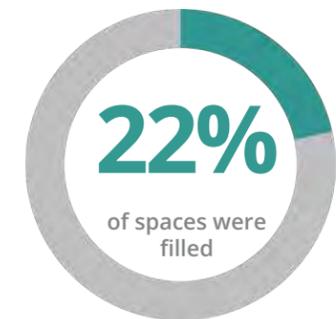
## ⑤ 1st International Plaza, 3051 25th Street

The largest of the three commercial sites examined, it has the largest number of retail stores, with Area F including a Coinstar, Family Fare Super market, Caribou Coffee, Royal Liquors, Pizza Hut, Great Clips, Boppa's Bagels, Shang Hai, and a Men's Hair Company. Area A is a First National Bank & Trust; Area B is a Schmidt's Gems & Fine Jewelry; Area D is an Arby's; and Area E is a Culver's. The site is primarily surrounded by commercial land uses with some residential.

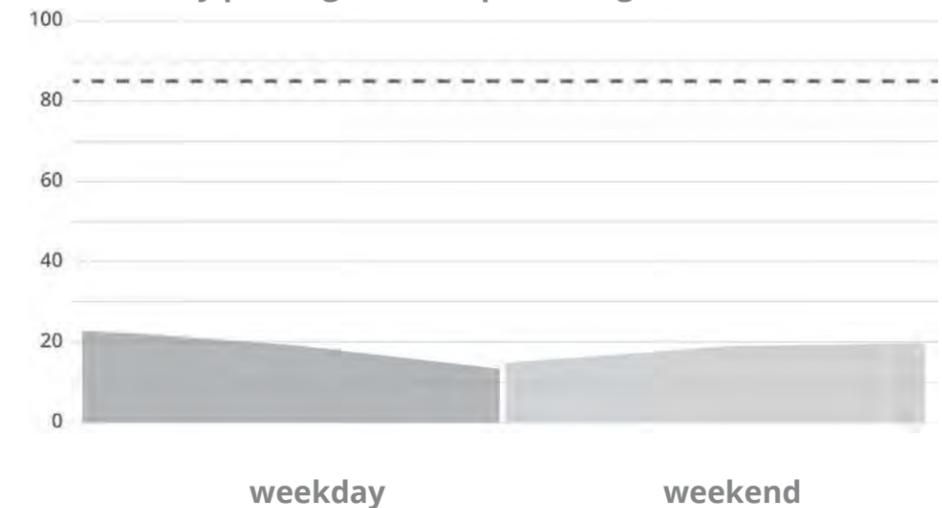


### Utilization survey results

ID	Subsection	Inventory	Demand					
			Weekday			Weekend		
			5pm	6pm	7pm	11am	12pm	1pm
A	First Int'l Bank	81	29	9	9	12	10	11
B	Jewelry Store	30	11	4	3	3	3	4
C	KFC	39	8	10	5	1	6	9
D	Arby's	36	4	4	3	2	3	4
E	Culvers	56	12	14	11	6	11	13
F	Main lot	711	149	143	98	132	151	145
<b>TOTAL</b>		<b>953</b>	<b>213</b>	184	129	156	184	186

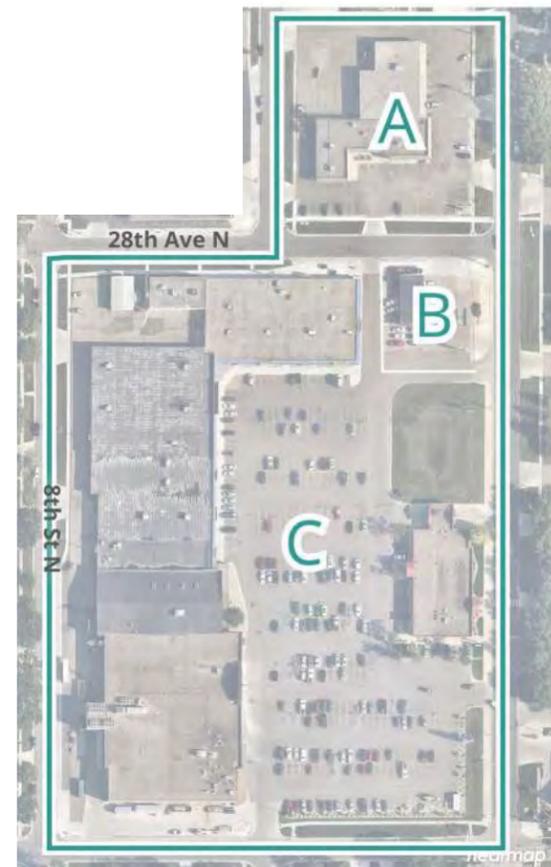


### Total hourly parking demand percentage



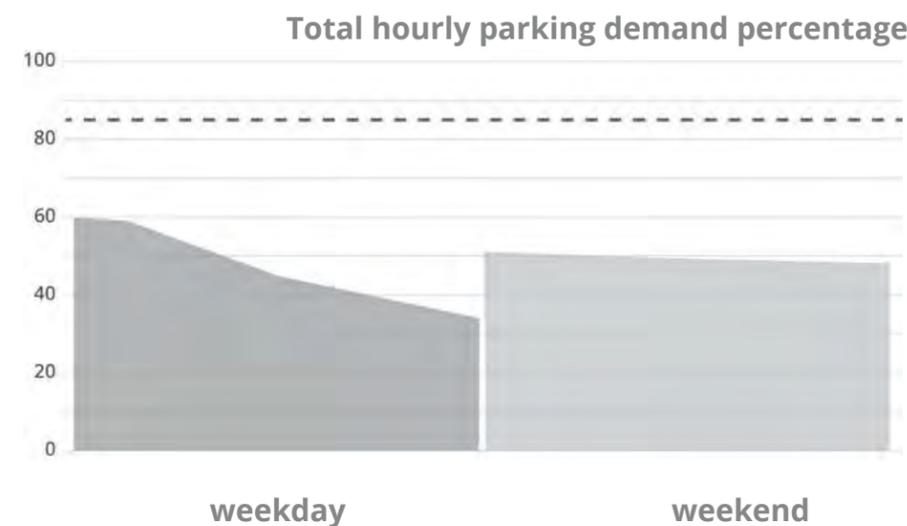
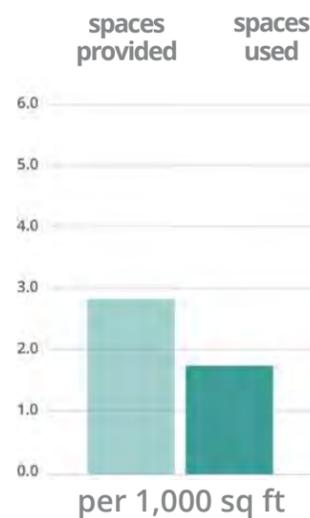
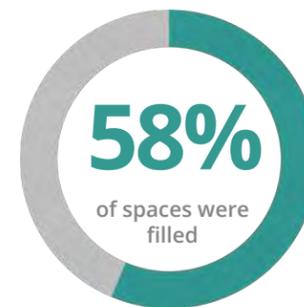
## ⑥ Northport Plaza, 2602 Broadway North

Considered to be one of the older retail developments in the region with several larger tenants in Area C including a Hornbacher's, Ace Hardware, Anytime Fitness, and Fargo Public Library. Area A consists of a Family Dollar and Dog Grooming facility; and Area B is a Tesero gas station. There is a combination of residential and retail uses surrounding the Northport Plaza.

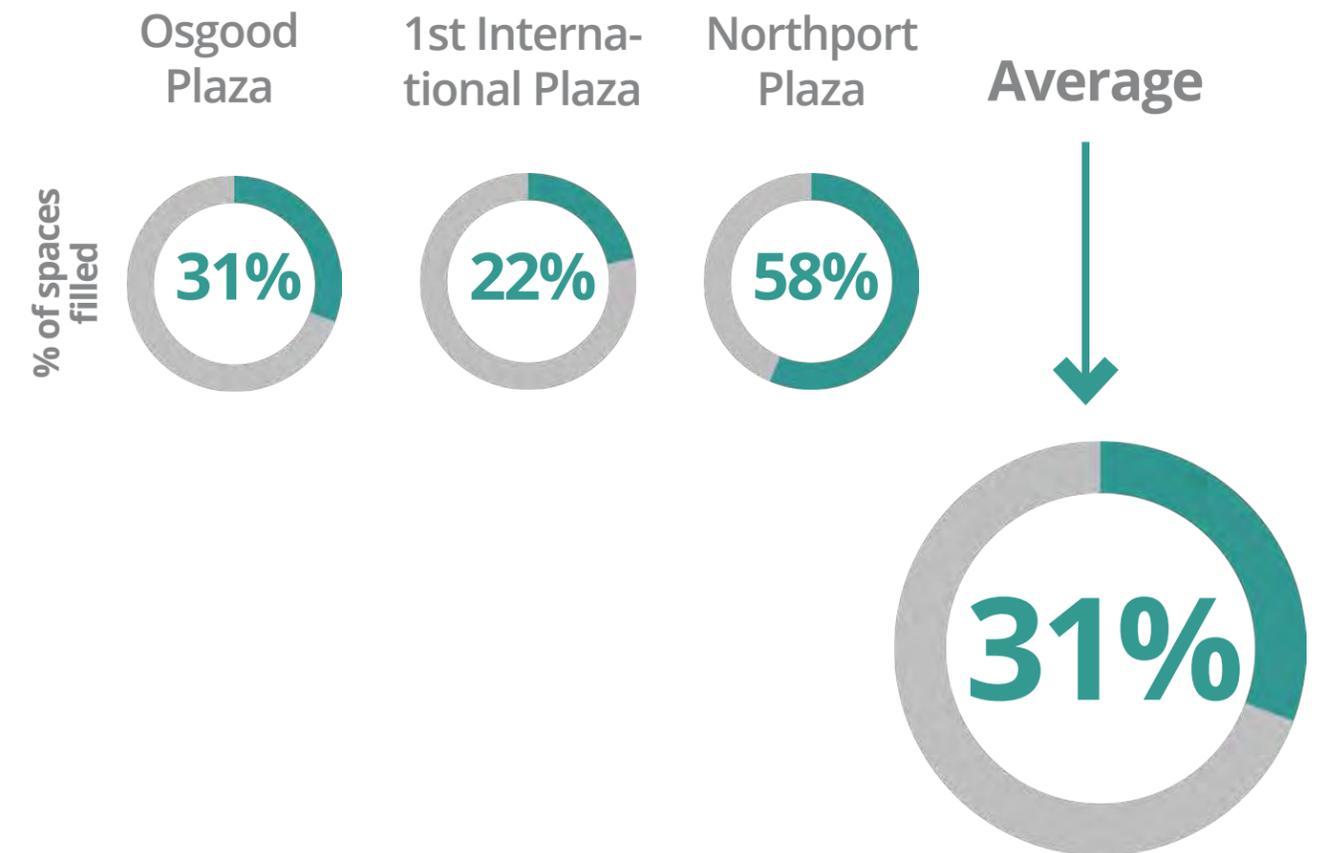
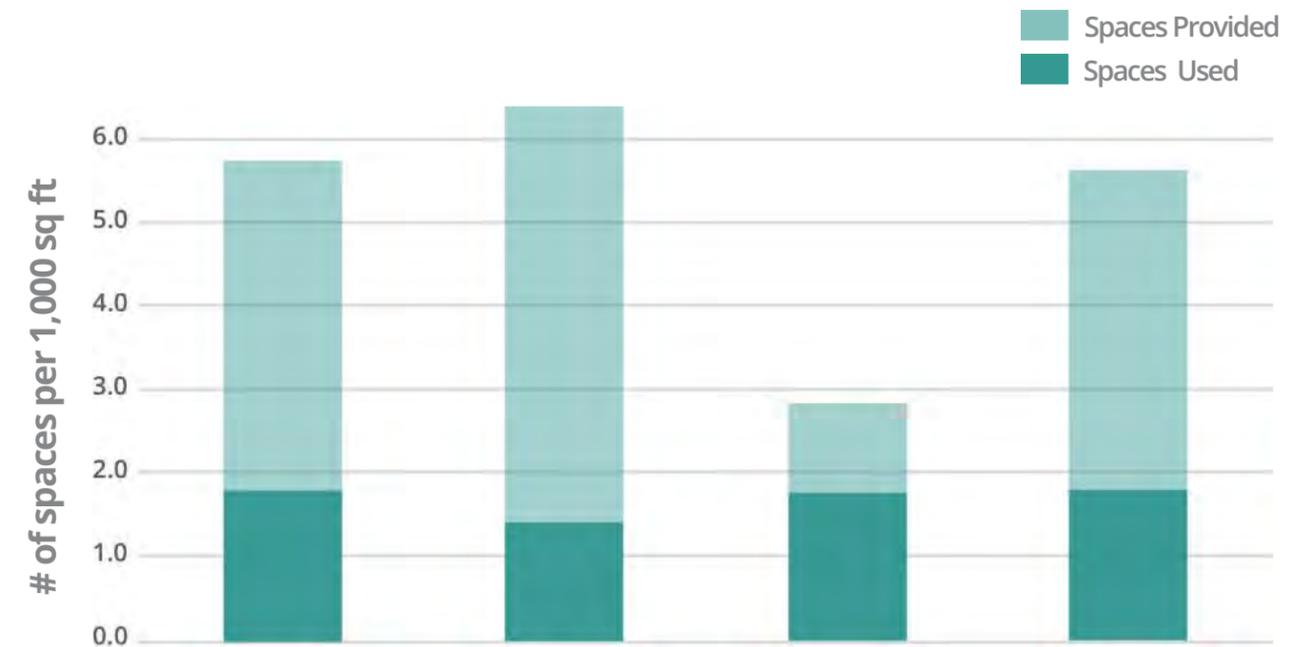


### Utilization survey results

ID	Subsection	Inventory	Demand					
			Weekday			Weekend		
			5pm	6pm	7pm	11am	12pm	1pm
A	Family dollar	52	27	14	13	14	15	12
B	Gas station	13	12	11	6	15	15	15
C	Main lot	366	213	167	136	188	181	180
<b>TOTAL</b>		<b>431</b>	<b>252</b>	<b>192</b>	<b>155</b>	<b>217</b>	<b>211</b>	<b>207</b>

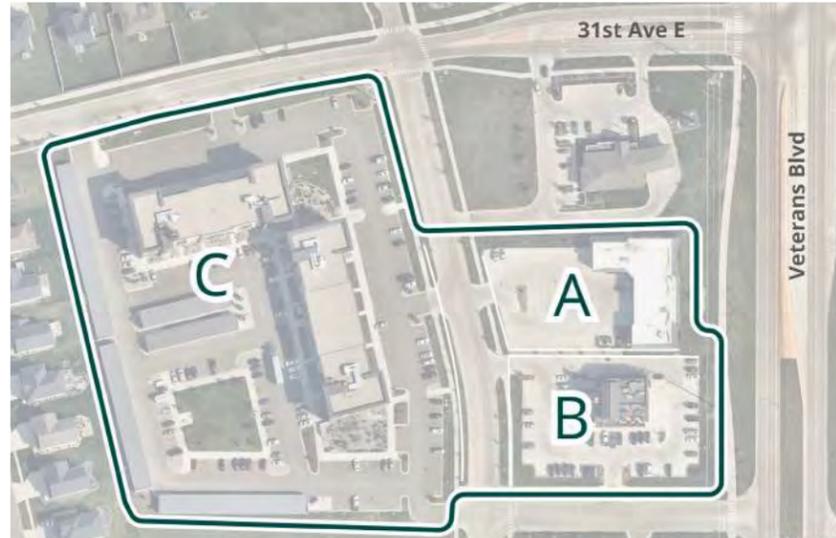


## Summary of Commercial Land Uses



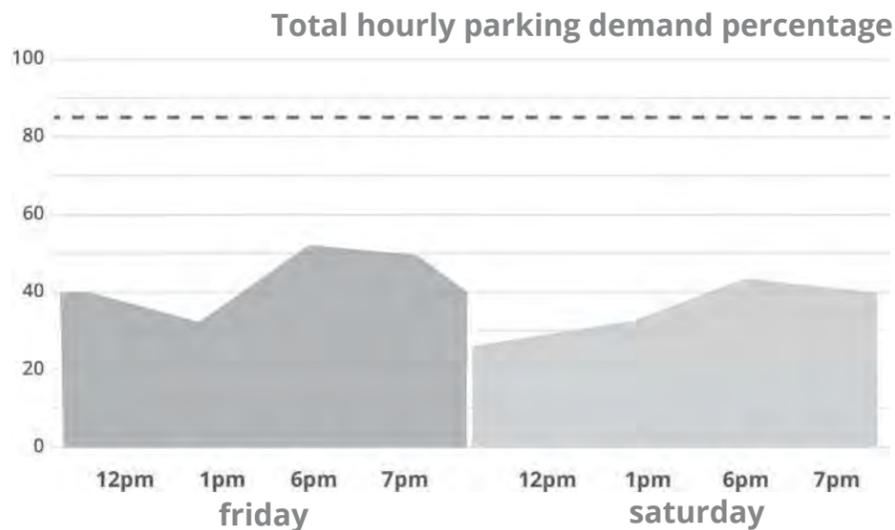
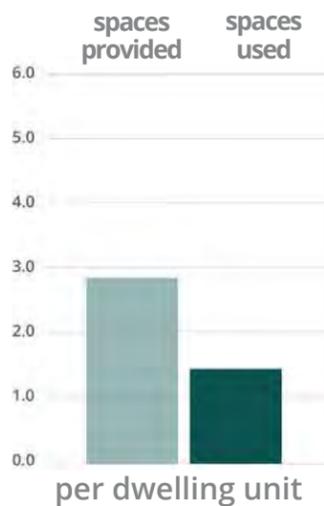
# 7 Boulevard Square, 745 31st Avenue East

Boulevard Square was recently constructed and includes a variety of retail stores such as Spicy Pie, Flatland Brewery, Pub West, Summit Software, and TrueIT, as well two stories of residential units above the commercial amenities. Area A consists of a Steep Me A Cup of Tea, Insurance Agent, and Glacial Peak Cryotherapy; and Area C consists of a Boulevard Pub.

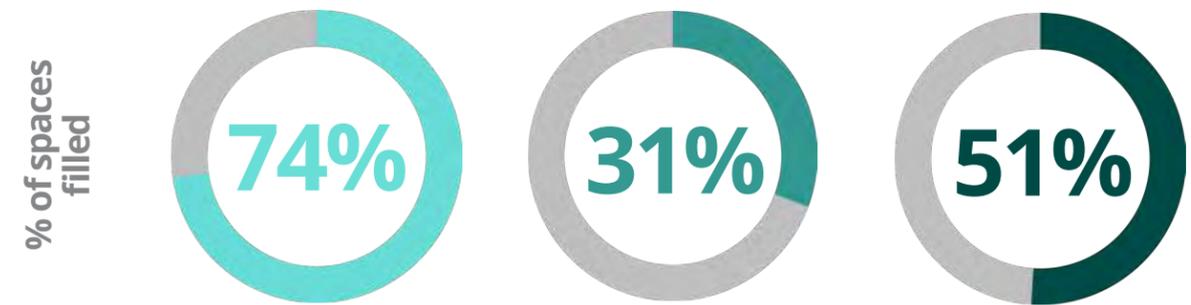
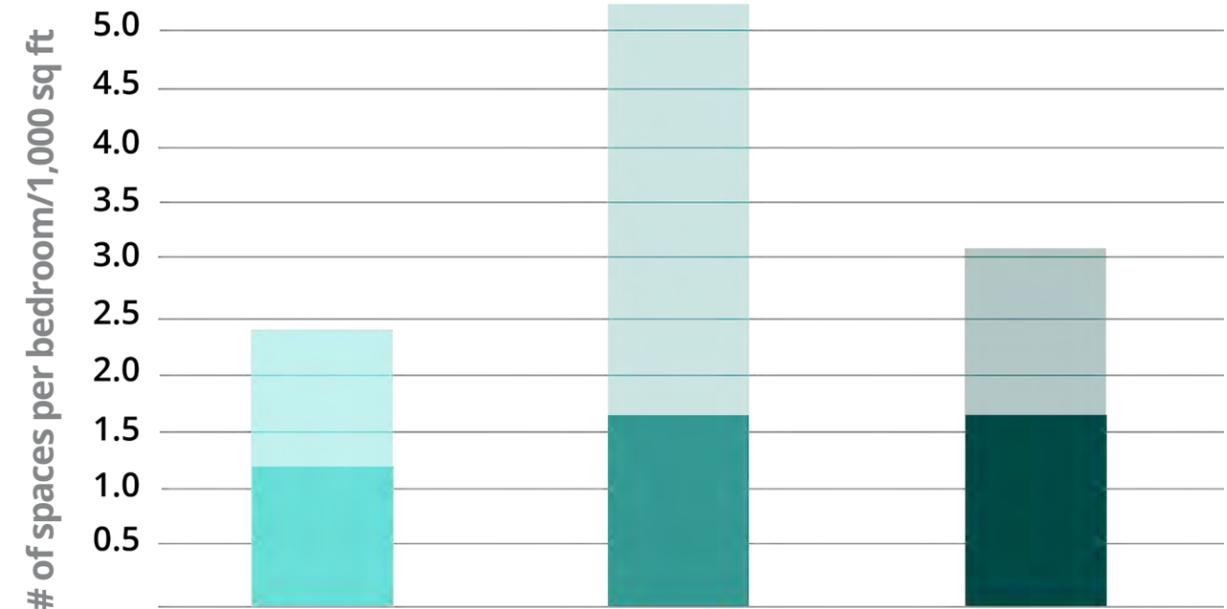


### Utilization survey results

ID	Subsection	Inventory	Demand							
			Friday				Saturday			
			12pm	1pm	6pm	7pm	12pm	1pm	6pm	7pm
A	Steep me a cup	47	16	14	0	0	8	8	0	0
B	Boulevard Pub	75	26	22	50	54	14	27	47	45
C	Retail	285	119	98	159	146	97	100	129	120
	Structured garages	71								
	TOTAL	407	161	134	209	200	119	135	176	165



## Summary of All Land Uses



# Stakeholder Interviews

With the area's primary parking and access issues quantified, hearing from residents, employees, customers, and other day-to-day users provided us with a more complete picture. One-on-one interviews with developers, financial institutions, and non-profit organizations were conducted to understand the specific parking needs, challenges, and opportunities for alterations in the development process.

The key stakeholders identified for this process were determined by the SRC and consultant team. Those willing to be interviewed included:

- Homebuilders Association
- Greater Fargo/Moorhead Economic Development Corporation
- Goldmark Commercial Real Estate
- Kilbourne Group
- Investor Group
- Dietrich Construction
- Terry Welle Construction

---

***“Whenever you want to do anything that is out of the norm, you have to spend a lot of time and money”.***

Overall, developers were interested in letting the market dictate development, allowing them to build more of what is selling and less of what is not. Six of the seven stakeholders interviewed were aware of options to alter minimum parking requirements but commented that the City is stringent on their minimum parking requirements, stating that they would be very unlikely to offer a variance. Those that were aware of the opportunity to reduce minimum parking requirements in Fargo through a CUP or AAP commented on the increased time and money spent on in filling out the application, preparing the proper documentation and studies, and presenting at the Planning Commission. Developers commented that they prioritize “following the path of least resistance” and are not likely to reduce the number of spaces supplied because it would take more time and cost more money. They are more likely to continue developing the same (or similar) projects since they have successfully done so in the past and feel more secure in the profitability. Several stakeholders stated interest in learning more about the procedures associated with reducing parking supply, shared parking, and other zoning regulations that could be applied to their developments in the future.

Some of the other key points stated by the stakeholders interviewed are outline below:

- The cost of building in the metro area has increased dramatically due to infrastructure costs associated with flood protection. This has led the majority of residential construction to occur in the surrounding neighborhoods. However, the majority of jobs (schools, hospitals, healthcare, etc) are still located—and being constructed—in Fargo, which leads to a large number of commuters between Fargo and the surrounding region. Residential housing stock in Fargo tends to be multi-family rental.

- Generally, the design of homes is a direct reaction to market preferences – builders build homes that are selling. The goal is to find a balance between what the consumer is willing to pay for, what regulations allow, and what is affordable. One example stated that there was a push for neo-traditional development with alleyways and front porches but people do not want to walk to and from their car and wanted larger garages so that is what is built.
- Senior housing is a common housing development type but the parking requirement for this land use is much higher than the demand for parking. Many senior housing residents want a 2-bedroom unit for one resident. About 60 to 75% of residents do not have a car and none have 2 cars which leads to an oversupply of parking for these developments.
- There are several developments in which the developer spent a ton of money on parking that is just sitting there remaining unused. And reducing the volume of parking requires the developer to spend additional money and time to hire a firm to complete a parking study to justify it. When everything is purely by the book, the characteristics of the individual sites are neglected. The City should have guidelines to allow for substantiated parking reductions, why would they not allow developers to downscale to a level that is adequate? There are several developments in which they spent a ton of money on parking that is just sitting there remaining unused.
- Developers, builders and property management companies understand the preferences of the region, so the City should give these entities more flexibility and independence moving forward.

***“There are several developments in which we spent a ton of money on parking that is just sitting there unused”.***

---

- Parking is an element for every business that considers locating in Fargo and West Fargo; it has never been the sole reason that a business or company has chosen not to locate in the Fargo, but it has been a contributing factor.
- Preferences in downtown and nodal areas is mixed use development, for which shared parking has become easier to get approval on. Residents living in these units understand that it is an urban environment and that walking is part of that experience. Office employees can be more challenging since the employees are more likely to be commuting from further and expect parking directly in front of the office.

# Issues & Opportunities

! ISSUE. Many of the streets in Fargo and West Fargo are designed to maximize traffic flow, with several lanes and high speeds. It negatively impacts walkability and creates safety issues for all users.

+ OPPORTUNITY. Not all streets are used the same way, and their amenities need to reflect that. Different streets should accommodate different users based on the distinct characteristics and land use patterns.

! ISSUE. Fargo and West Fargo's non-vehicular networks are limited and disconnected from one another, preventing people who are walking, biking, or accessing transit from reaching their destination.

+ OPPORTUNITY. Future development needs to be more compact and connected to give people more options when traveling in and around Fargo. Managing street intervals and driveways is a key factor in shaping development pattern.

! ISSUE. Developers are attuned to the distinct parking characteristic for different land uses, but are more likely to follow existing regulations than challenge parking minimum requirements as it would slow down the approval process.

+ OPPORTUNITY. Giving developers the flexibility to provide less parking is a key aspect of satisfying market demand and increasing affordability.

! ISSUE. The amount of parking supplied vastly exceeds demand. All three of the land use types surveyed did not require the amount of parking that was supplied. Creating too much parking diminishes a neighborhood's vitality and walkability, creating sprawled development patterns, and leading to vehicle-dominated neighborhoods.

+ OPPORTUNITY. When planned holistically, parking can accommodate residents, employees, and businesses, without detracting from the vitality of the public realm. Creating policies and regulations that accurately reflect the parking demand, costs, and economic characteristics of a particular location is essential in achieving a balanced parking supply overall.

# FRAMEWORK FOR THE FUTURE

Recommendations presented in this section consider the intrinsic connection between land use, parking and transportation, and specifically address the key access issues identified through this study. The following framework establishes distinct street types that specifically correlate to the surrounding land uses, supporting the development of livable neighborhoods and the right amount of parking.



# Streets for the Future

In a region like the greater Fargo area that needs to provide a broad range of infrastructure facilities to support its current footprint and upcoming developments, establishing distinct typologies that consider the residents of the region first will improve the efficiency of the transportation network and assist in long-term planning decisions. Streets of the future will be classified to better reflect how people use the street and the street's character, in addition to the street's role in the network. The typologies will align the way streets are designed with the surrounding land uses.

Seven Street Types were identified that encapsulate the variety of street functions needed to create a complete transportation network. The street typologies are designed to align with the existing and future land uses, as well as the more traditional corridor classifications. Thus, the street typologies follow a similar naming convention, combining the predominate land use with the scale (e.g., residential + neighborhood or mixed use + arterial).

The Street Types explained on the following pages will guide Fargo and West Fargo in designing streets and deciding what elements to include on certain streets, such as on-street parking, a landscaped median, or crosswalks. The street typologies will also help inform important policy decisions that impact all users of the streets, such as setting speed limits that are comfortable and safe and providing convenient access to housing and businesses.

The design and configuration of a street has a major impact on how safe and easy it is to cross the street for people walking, how efficient it is for cars, trucks and buses, and how comfortable it is to visit with friends or shop at local businesses. For each of the street types, guidelines detailed below will help decide which street elements (e.g., medians, on-street parking) should be included on which streets, the spacing and/or configuration of those elements, and other important factors such as speed limit.



Land Use

Since street design should be informed by context, compatible land use types are important in determining street type.



Speed Limit

Speed is a crucial factor in the number of traffic crashes that occur on streets and a major determinant of the severity of those crashes. Speed should be linked to access, context, users, and purpose.



Travel lanes

Streets should have enough lanes to move people, within reasonable delay parameters, driving but also consider the impact on people crossing the street, how a wider a street can alter a community's character, and the added construction and maintenance costs of building larger streets.



Median

On streets with multiple lanes of traffic moving in opposite directions, providing physical separation will improve safety, regulate access, and present an opportunity for landscaping and traffic calming benefits.



Parking

On-street parking is convenient for residents and visitors, leads to more efficient land use, and provides safety benefits for all street users; however, on streets with higher speeds and traffic volumes, on-street parking may not be appropriate.



Pedestrian Crossing

The appropriate type of pedestrian crossing depends on vehicle speeds and volumes along the street and should be tailored to the surrounding land uses.



Access spacing

Managing street intervals and driveways is a key factor in shaping development pattern. On streets with higher speeds and traffic volumes, increasing the distance between full access points or traffic signals improves traffic flow; however, controlled access must be balanced with a connected, walkable street network.

**Regional Arterial.** Act as a secondary alternative and direct connection to the Interstate system, serving large traffic volumes with highly controlled/limited interruptions.

**Commercial Arterial.** Act as gateways, connecting people from Fargo, West Fargo, and the wider region to the area's major destinations.

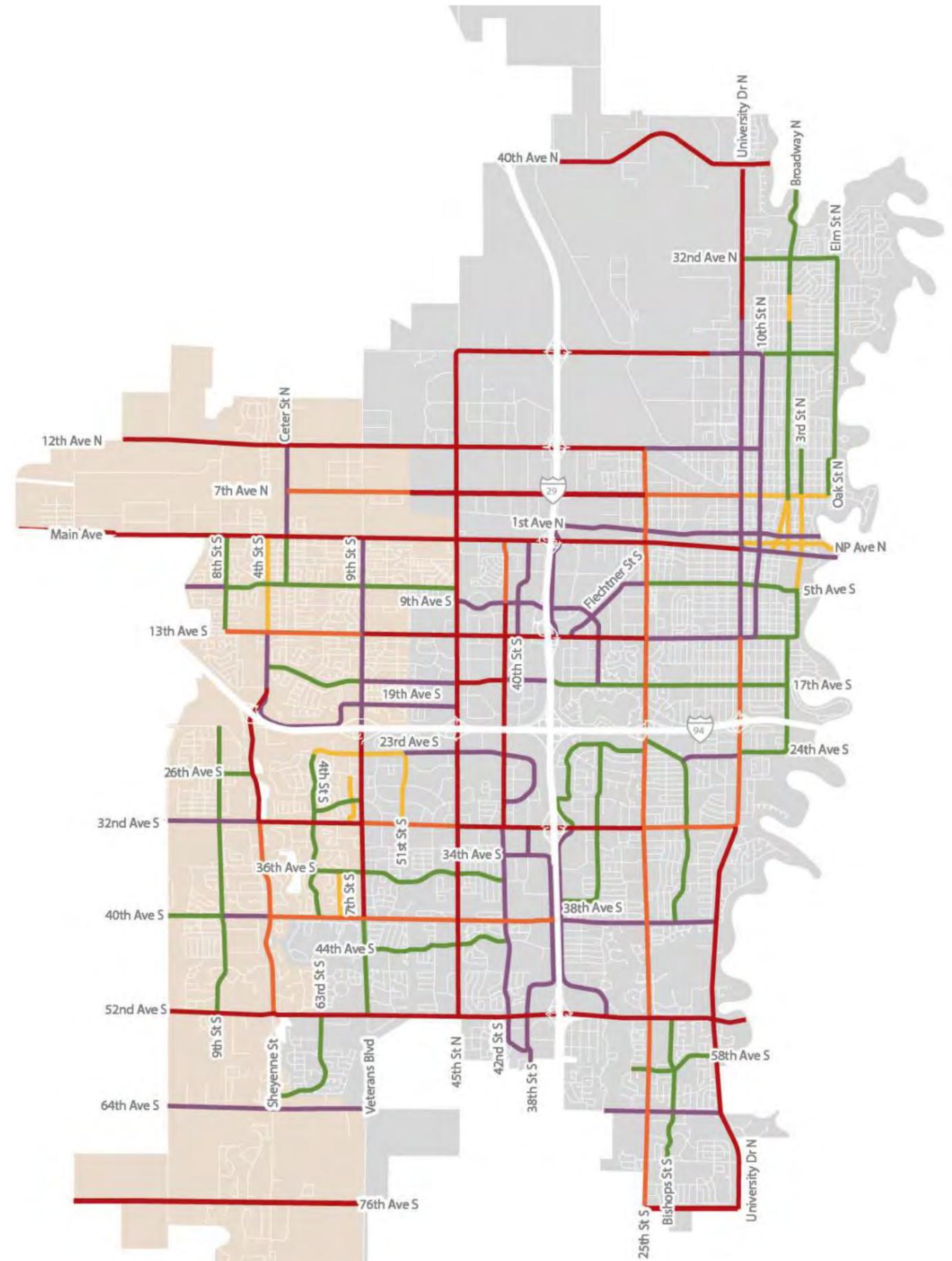
**Mixed Use Arterial.** Act as cross-town links and business corridors where people live, shop, dine, and work while supplying parking to support economic activity.

**Mixed Use Collector.** Connect residents from their neighborhoods to commercial nodes and corridors and are critical in enabling economic activity

**Residential Collector.** Connect neighborhoods and link residents with important facilities like libraries, schools and parks.

**Mixed Use Neighborhood.** Prioritize pedestrian safety and comfort over the mobility of cars.

**Residential Neighborhood.** Connect residents to each other and serve as shared space for neighbors to socialize and play.

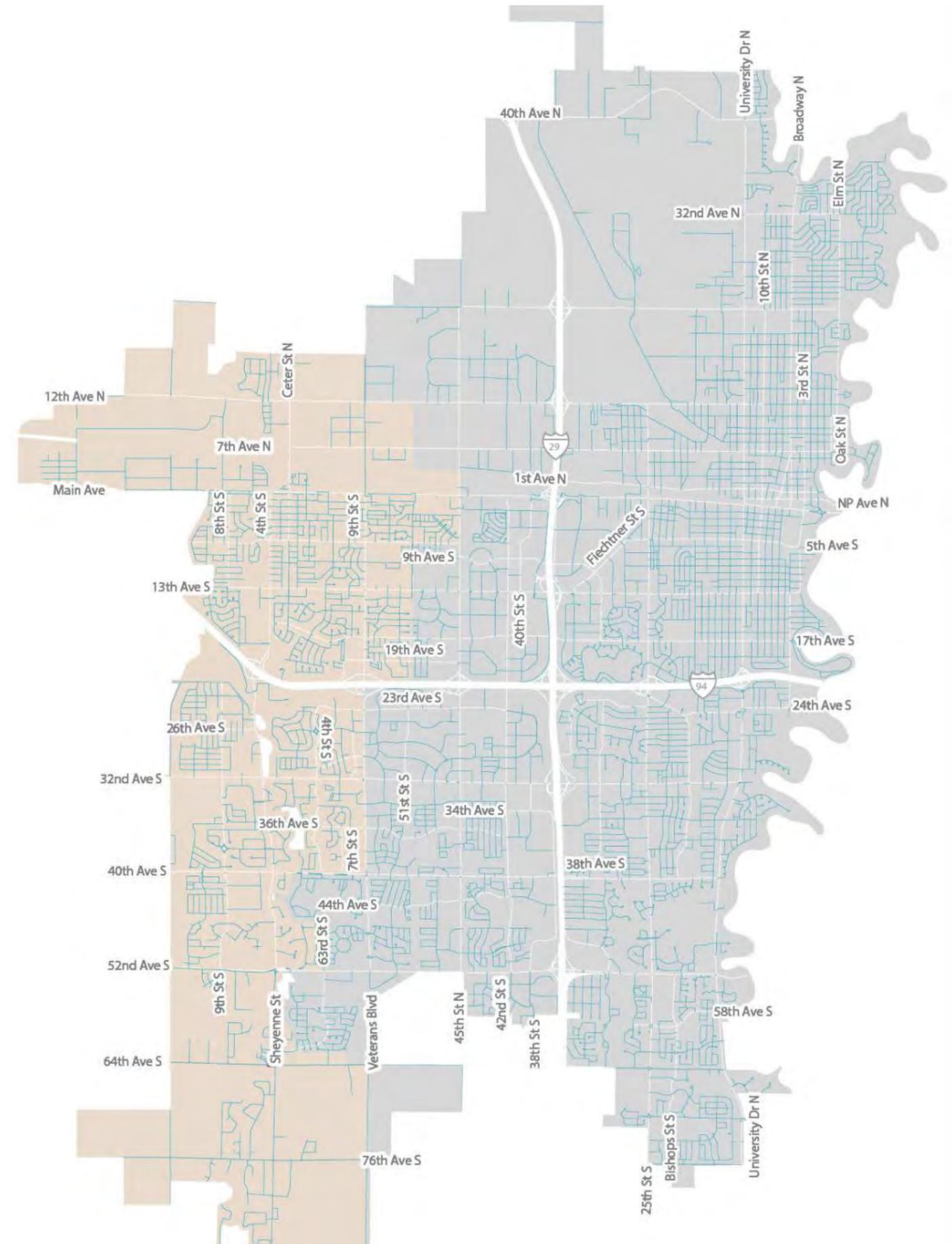


# RESIDENTIAL NEIGHBORHOOD

Residential Neighborhood streets are calm and connect residents to each other and nearby destinations, carrying low traffic volumes at low speeds. These streets serve as much as a place for neighbors to socialize and play as they do to move vehicles. Neighborhood residential streets are predominately fronted by single family houses or other low-density housing and access occurs at the property level. Direct property access is a functionality of this street type.

Land Use	Speed Limit	Travel lanes	Other	Parking	Pedestrian Crossing
Low-density Residential, Civic	25 mph maximum	2 travel lanes	No median	On-street parking	Crosswalk

Access spacing	Traffic Signal:	Unsignalized Full Access:	Right-in/Right-out:	Driveways:
	N/A	Block-Level (300-400 feet)	N/A	30-50 feet

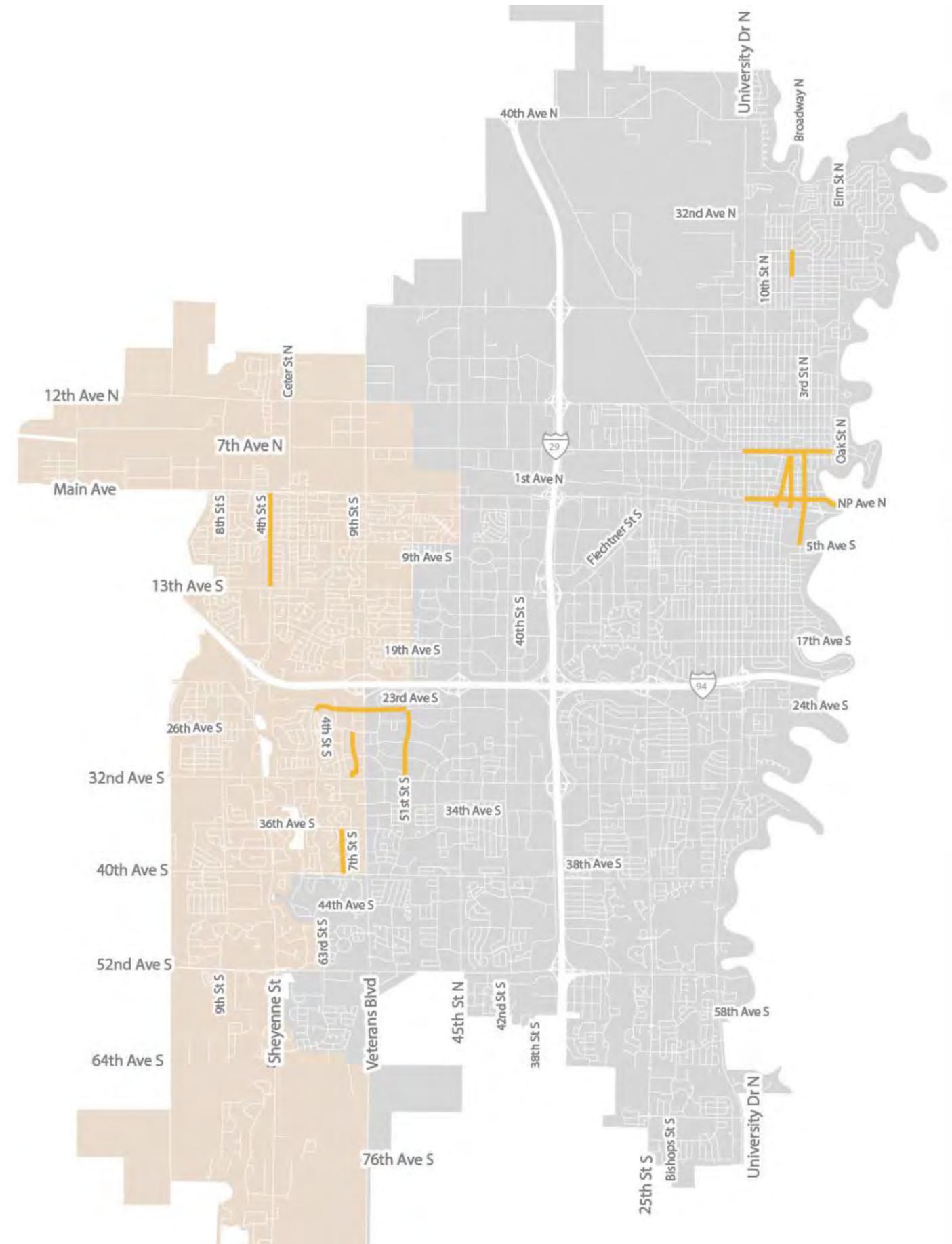


# MIXED USE NEIGHBORHOOD

Mixed Use Neighborhood streets have a particular focus on prioritizing pedestrian safety and comfort over the mobility of cars. These streets are activity corridors that foster economic interaction and provide convenient parking opportunities to that effect. Mixed Use Neighborhood streets accommodate traffic at low speeds but limit access points to minimize pedestrian conflicts.

Land Use	Speed Limit	Travel lanes	Other	Parking	Pedestrian Crossing
					
Multi-family Residential, Ped-oriented	25 mph maximum	2 travel lanes	Boulevard	On-street parking	Crosswalk

Access spacing	Traffic Signal:	Unsignalized Full Access:	Right-in/Right-out:	Driveways:
	600-800 feet	Block-Level (300-400 feet)	N/A	150-200 feet



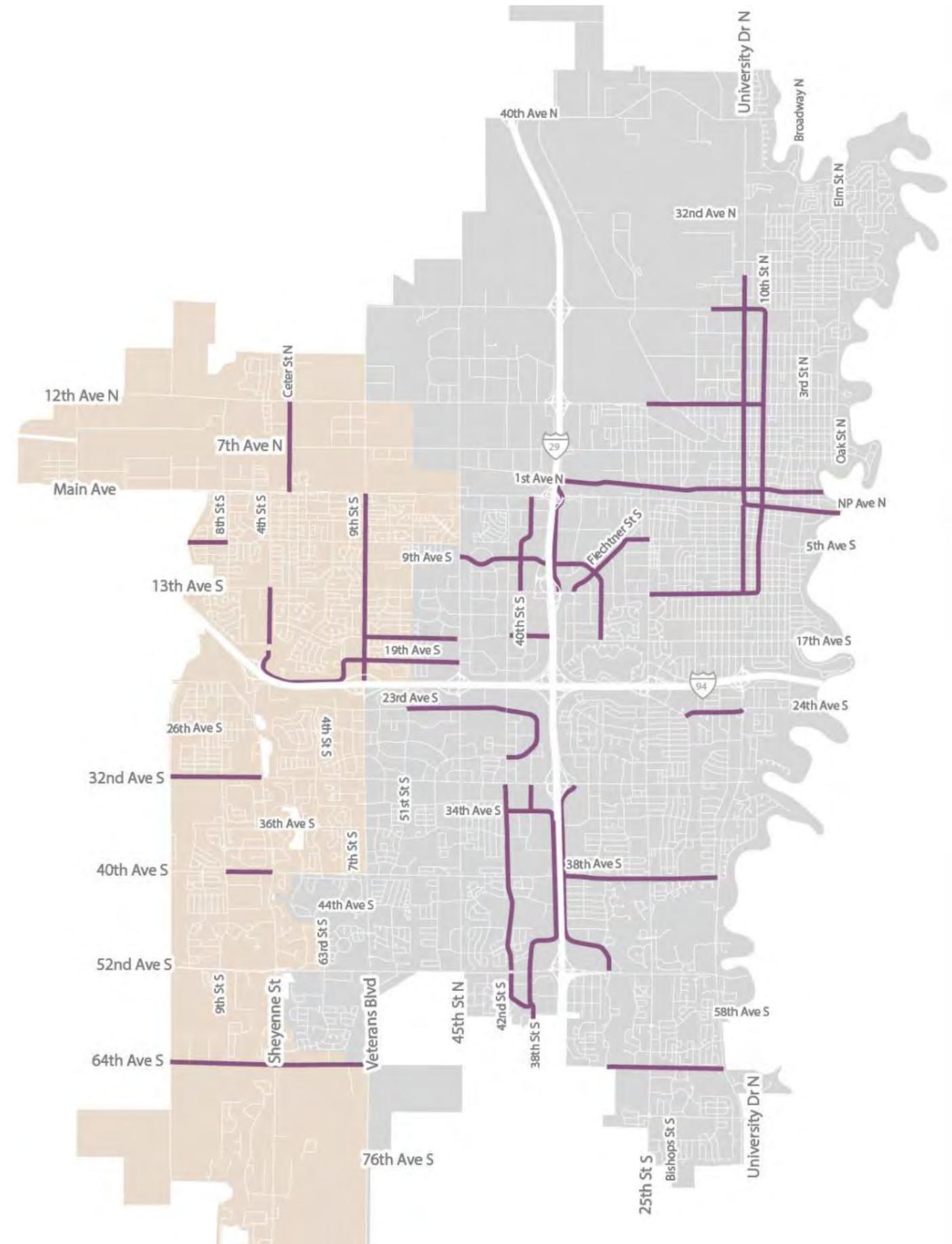


# MIXED USE COLLECTOR

Mixed Use Collector streets connect residents from their neighborhoods to commercial nodes and corridors and are critical in enabling economic activity. There is a mix of uses along these types of streets, including multi-family housing, employment centers, and businesses. Mixed Use Collector streets should accommodate a moderate level of vehicles, as well as buses, delivery trucks, and people walking for daily errands.

Land Use	Speed Limit	Travel lanes	Other	Parking	Pedestrian Crossing
Low-density Residential, Civic	25-30 mph	3 travel lanes	Center turn lane	On-street parking	Median-protected

Access spacing	Traffic Signal:	Unsignalized Full Access:	Right-in/Right-out:	Driveways:
	N/A	Block-Level (300-400 feet)	N/A	200 feet

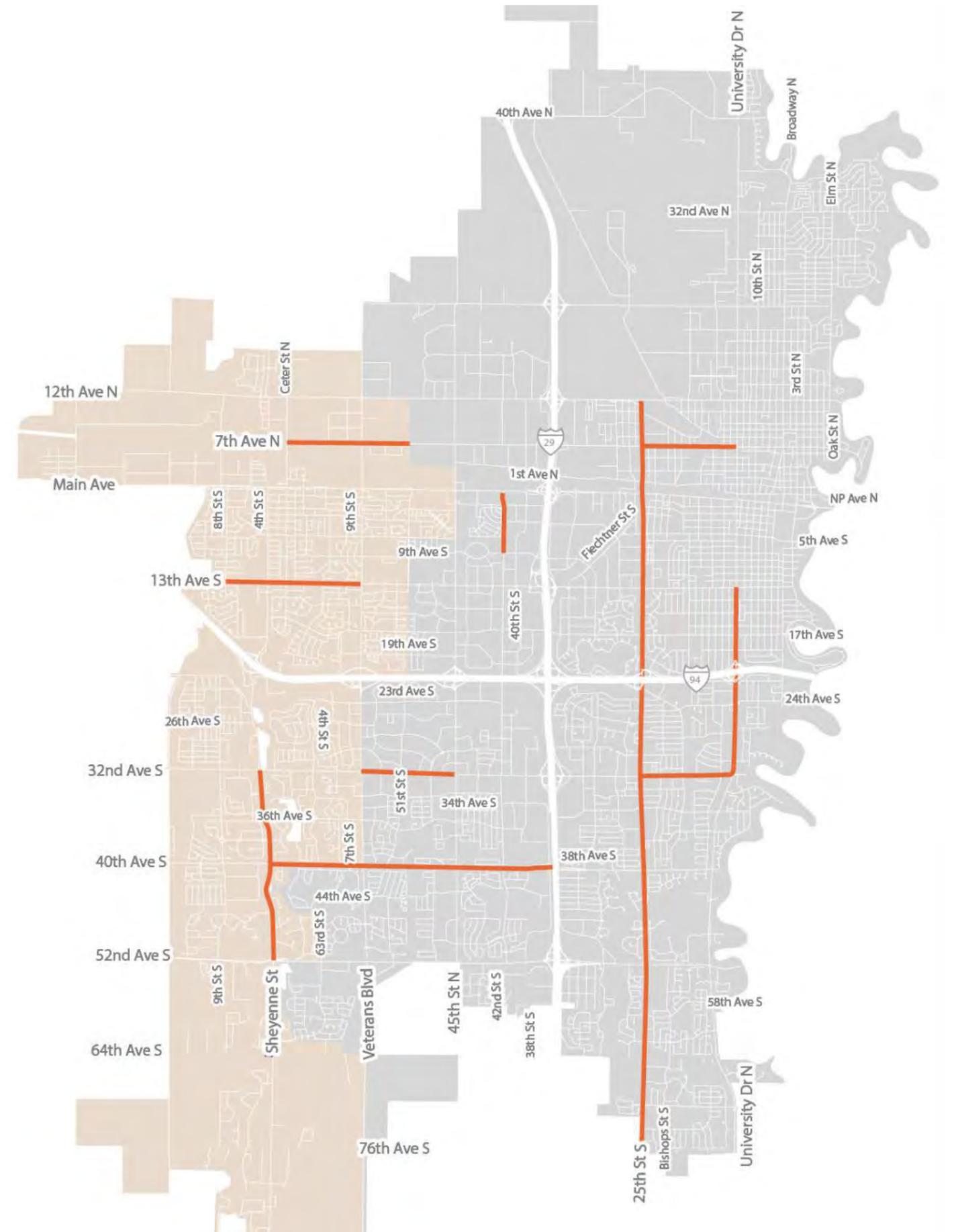
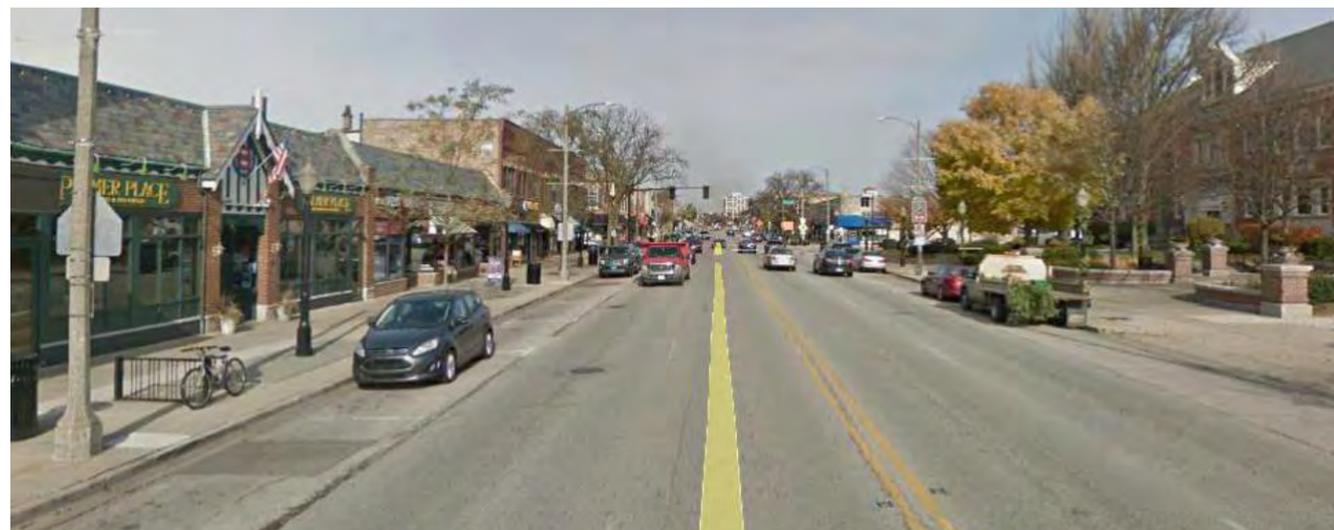


# MIXED USE ARTERIAL

Mixed Use Arterial streets are business corridors where people live, shop, dine, and work. Mixed Use Arterial streets provide cross-town links to employment and commercial centers. These types of streets carry a higher volume of cars while providing access to a walkable street network. On-street parking should be allowed on these types of streets to encourage economic activity, as well as calm traffic and create a pedestrian buffer.

Land Use	Speed Limit	Travel lanes	Other	Parking	Pedestrian Crossing
					
Commercial, Multi-family Residential, Industrial	30-35 mph	3-5 travel lanes	Landscaped median or center turn lane	On-street parking	Signal or median-protected crosswalk

Access spacing	Traffic Signal:	Unsignalized Full Access:	Right-in/Right-out:	Driveways:
	600-800 feet	Block-Level (300-400 feet)	200 feet	Preferred on minor street

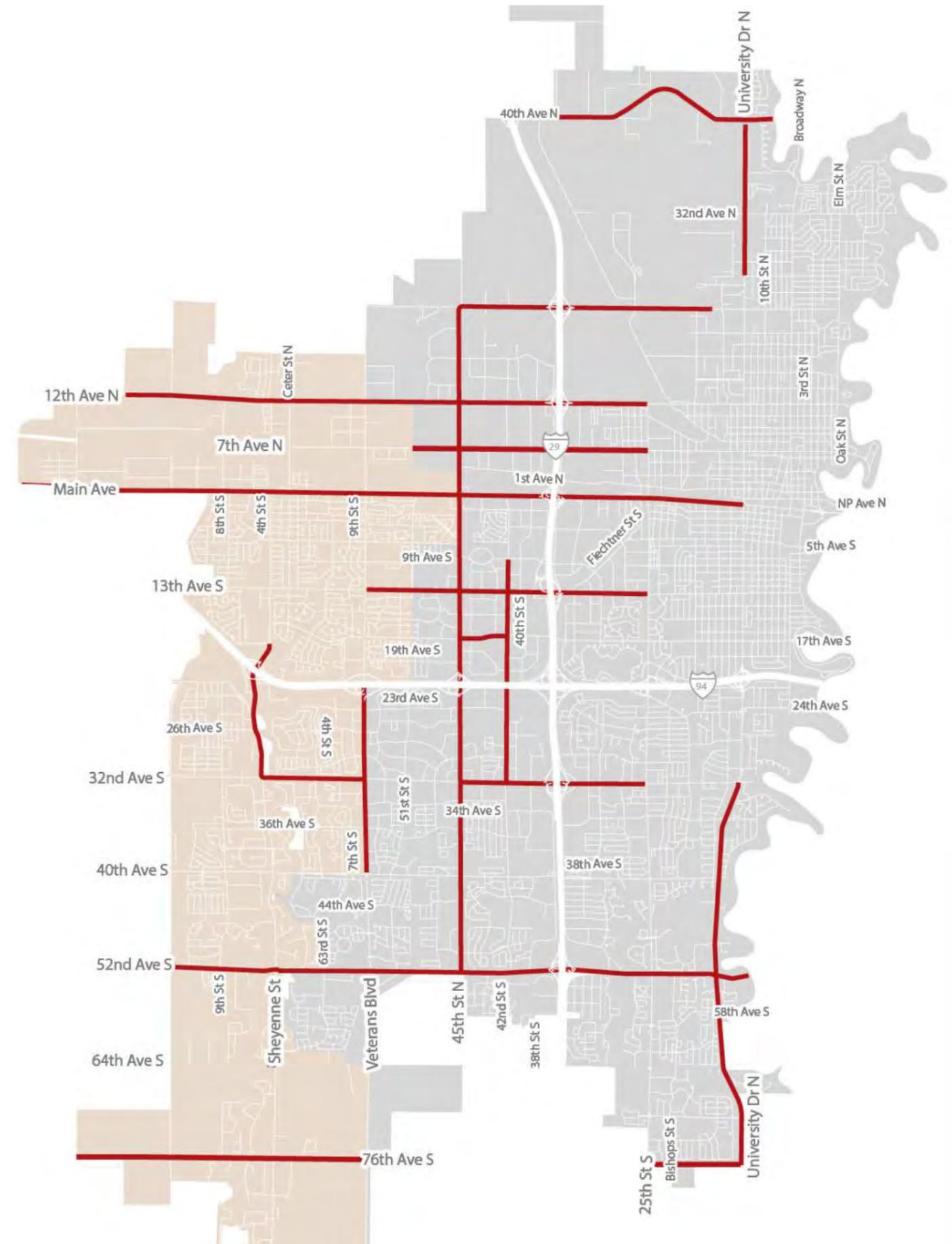


# COMMERCIAL ARTERIAL

Commercial Arterial streets act as gateways, connecting people from Fargo, West Fargo, and the wider region to the area's major destinations. Because these streets link everyone to important points of interest, it is critical that pedestrians have safe crossing opportunities. Access is more stringently managed on these types of streets, and on-street parking is generally not appropriate, so that a high volume of cars, trucks, and buses can travel efficiently.

Land Use	Speed Limit	Travel lanes	Other	Parking	Pedestrian Crossing
					
Commercial, multi-family	30-40 mph maximum	4-6 travel lanes	Landscaped medians	No on-street parking	Signalized crosswalks only

Access spacing	Traffic Signal:	Unsignalized Full Access:	Right-in/Right-out:	Driveways:
	1/4 mile	None	400 ft	None

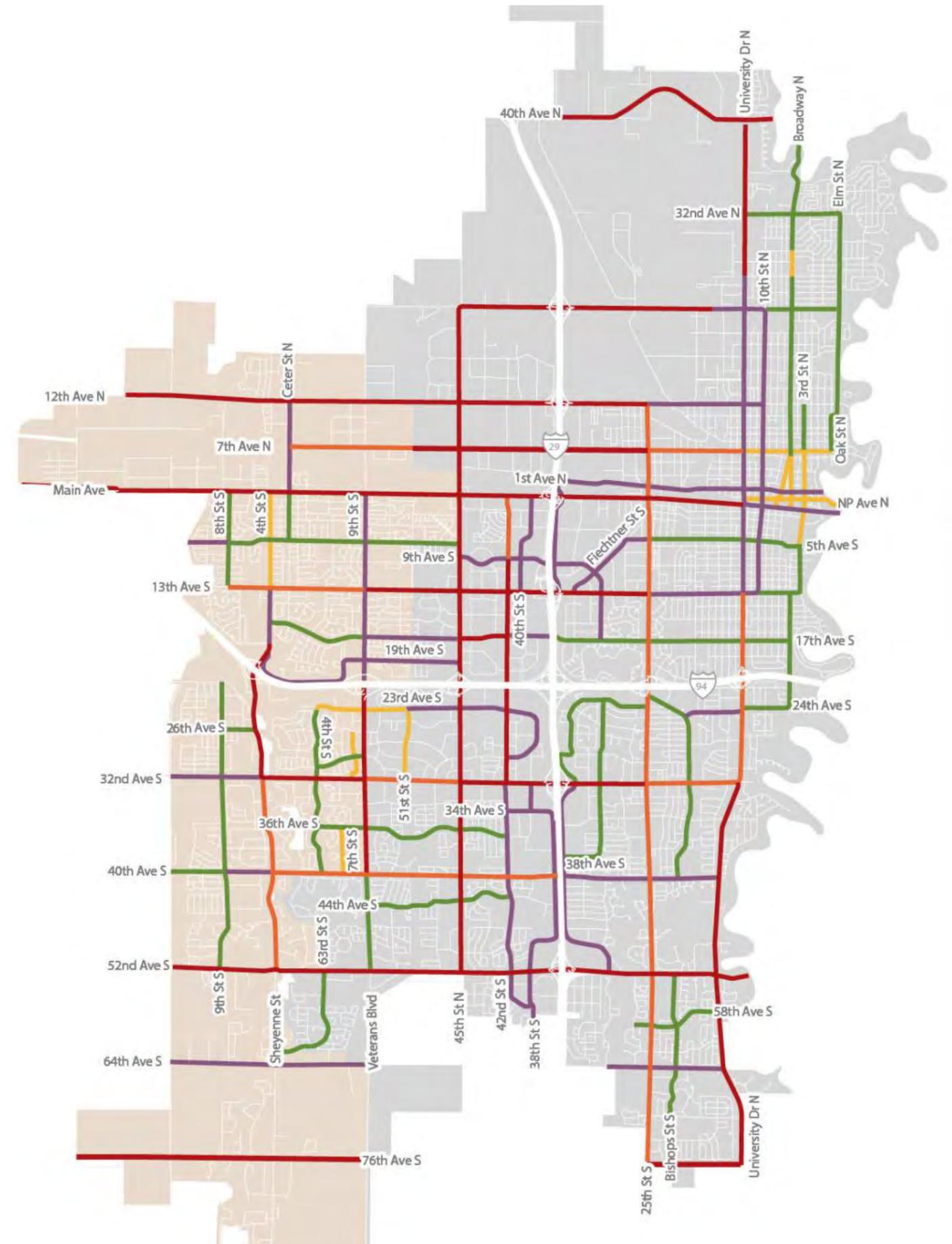


# REGIONAL ARTERIAL

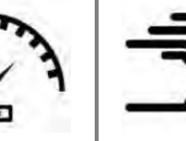
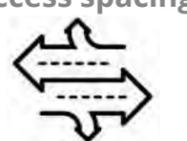
Regional Arterial streets are intended to serve large traffic volumes with highly controlled interruptions and function as a secondary alternative and direct connection to the Interstate system. This type of street does not exist currently in the Fargo/West Fargo area and is intended to be used for future planning purposes.

Land Use	Speed Limit	Travel lanes	Other	Parking	Pedestrian Crossing
Commercial, Industrial, Multi-family	45 mph maximum	4 travel lanes	Divided Roadways	No on-street parking	Grade-separated or signalized crosswalks

Access spacing	Traffic Signal:	Unsignalized Full Access:	Right-in/Right-out:	Driveways:
	1/2 mile	None, frontage system	1/4 mile	None



Guidelines for each street type are summarized in the table.

	 Functional Classification	 Grade Separation	 Land Use	 Pedestrian Crossing	 Median	 Travel lanes	 Speed Limit	 Parking	 Access spacing			
									Traffic Signal:	Unsignalized Full Access:	Right-in/Right-out:	Driveways:
<b>Regional Arterial</b>	Primary Artery	Interstate, other Regional Arterials	Commercial, Industrial, High-density residential	Grade separation, Signal	Yes	4 travel Lanes	45 mph	No	1/2-mile	None/ frontage system	1/4-mile	None
<b>Commercial Arterial</b>	Primary Artery Minor Artery	Interstate, probably Regional Arterials	Commercial, Mixed Use, Multi-family	Signal	Yes	4-6 travel Lanes	30-40 mph	No	1/4-mile	None	400 feet	None
<b>Mixed Use Arterial</b>	Minor Artery	Interstate	Neighborhood, Commercial, Mixed Use, Institutional	Signal, Median protected	Yes or No	3-5 travel Lanes	30-35 mph	Yes	600-800 feet	300-400 feet	200 feet	Preferred on minor street
<b>Mixed Use Collector</b>	Major Collector	No	Commercial, Mixed Use, Multi-family	Median protected, Crosswalk	No	3 travel Lanes	25-30 mph	Yes	N/A	300-400 feet	N/A	200 feet
<b>Residential Collector</b>	Minor Collector	No	Mixed Use, Residential	Crosswalk	No	2 travel Lanes	25 mph	Yes	N/A	300-400 feet	N/A	50-100 feet
<b>Mixed Use Neighborhood</b>	Major/ Minor Collector Local	No	Pedestrian-oriented commercial, Mixed Use, Residential	Highest priority	No/Blvd	2 travel Lanes	25 mph	Yes	600-800 feet	300-400 feet	N/A	150-200 feet
<b>Residential Neighborhood</b>	Local	No	Residential	Crosswalk	No	2 travel Lanes	25 mph	Yes	N/A	300-400 feet	N/A	30-50 feet

# RIGHT-SIZING THE REGIONAL PARKING FOOTPRINT

Parking plays a critical role in site development and overall development patterns and, as this study determined, Fargo and West Fargo have significant areas of underutilized parking. Several strategies can be implemented by the communities, and supported by MetroCOG, that allow for “Right Sized” parking.

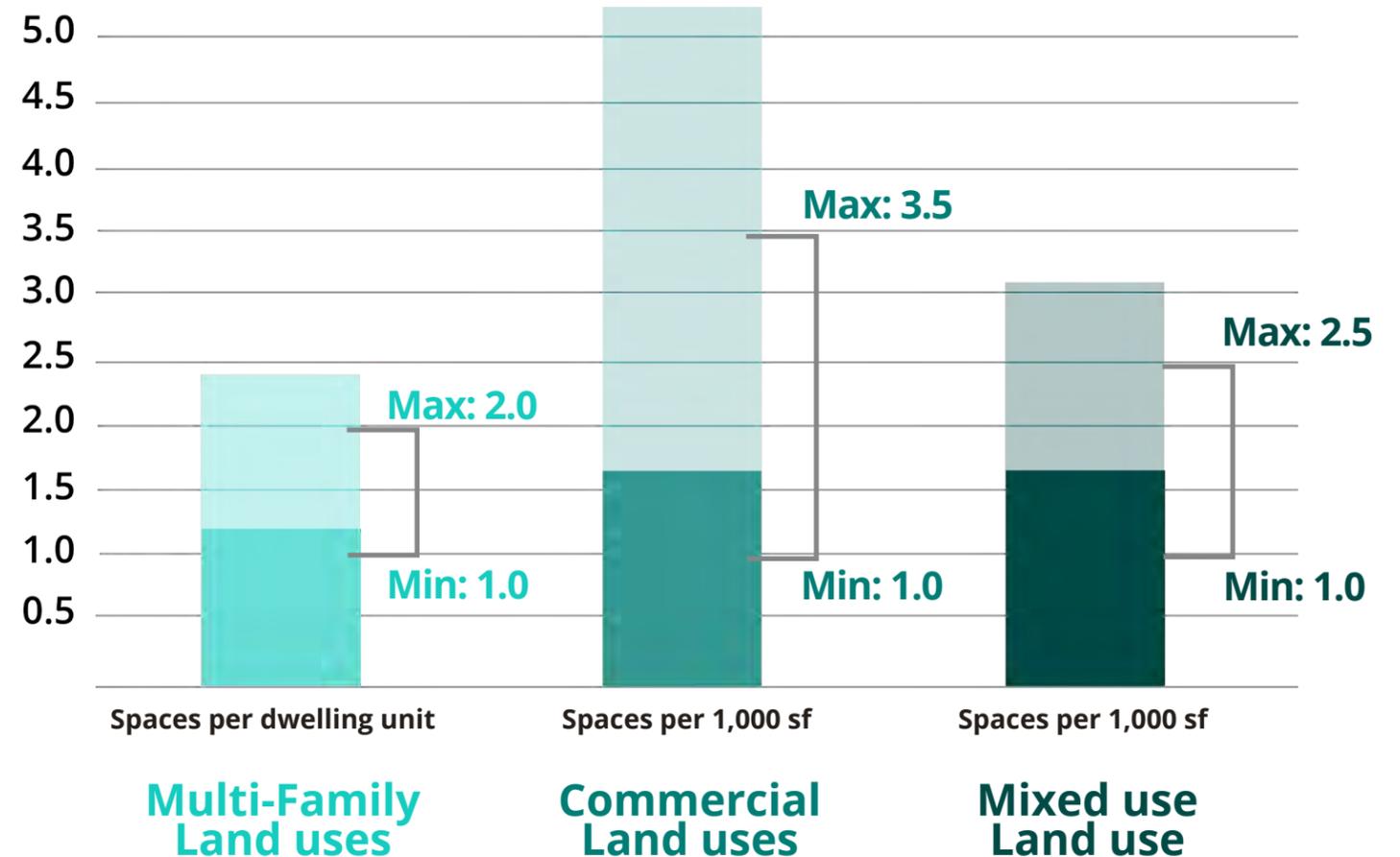


# MINIMUM AND MAXIMUM REQUIREMENTS

Excessive parking requirements make market-rate housing more expensive, reduce the amount of space for non-parking uses, increase impervious surface, and encourage people to drive more frequently. When minimum parking requirements are implemented, even those that do not drive share in the cost of parking through higher retail prices, higher rents, and other taxes. Deregulating off-street parking allows the market to determine parking supply levels, creates more walkable development patterns, and begins to level the playing field for all travel modes. Additionally, mobility services like Uber and Lyft, and – eventually – the widespread adoption of driverless vehicles, are likewise contributing to a trend toward needing less parking and more pick-up/drop-off space. Even if traffic volumes and driving mode split were to stay the same, the demand for parking will decline, making the implementation of parking maximums a powerful and necessary tool to prepare for emerging transportation trends.

**Recommendation.** It is recommended that the cities of Fargo and West Fargo adopt parking maximums in combination with minimum requirements to provide developers with the flexibility to provide parking over demand while preventing excessive parking from being constructed. The parking ranges shown below summarize potential minimum and maximum requirements for the land use typologies for which demand was determined. Each of the minimum requirements is set below the existing demand to ensure that enough parking is provided, but the maximums are set below the volume of parking that is currently provided to ensure that excess parking is not constructed.

Proposed minimum and maximum parking requirements



# MINIMUM AND MAXIMUM REQUIREMENTS: CASE STUDIES

## Eliminate Parking Minimums. Fayetteville, AR



In 2015, Fayetteville eliminated all nonresidential parking requirements citywide. This was part of the City's "Smart Parking" approach in its Master Plan, along with the adoption of shared parking standards. The impetus of this initiative came from the community's commercial real estate brokers who had growing frustrations filling vacant commercial spaces with new uses. After two years of this program being in place, the City's planning staff have found that businesses continue to provide the maximum amount of parking in more auto-oriented suburbs, while others, closer to the downtown core, have made use of the increased flexibility to fill spaces that were previously vacant.

## Various Parking Maximums.

Cities across the country are picking up on the negative impacts minimum parking requirements have on the livability of their communities. And in response, have eliminated minimum parking requirements, introduced overlays, or established parking maximums. Strong Towns, a nonprofit research organization, has mapped cities that have adopted these policies. The organization also documents low parking demand during Black Friday each year, to show that parking minimums are excessive, even during the day of the year that is associated with one of the highest parking volumes.



## Transit Oriented Development. Minneapolis, MN

The City of Minneapolis has instituted a series of Transit-Oriented Development (TOD) ordinances that allow for the elimination of off-street parking requirements in proximity to transit. These policies are distinguished between "high" and "moderate" frequency transit service: moderate frequency is defined as a 15-30 minute midday service, while high frequency is defined as midday service every 15 minutes or less. The ordinance allows for the elimination of off-street parking requirements for multi-family residential buildings located within 350 feet of a high frequency bus route or rail station. Depending on the size of the building, a 50 to 100 percent reduction is allowed within a TOD area, 1/4-mile around a high frequency bus route or 1/2-mile from a rail station. The City also has an ordinance that allows for a 10 percent reduction of off-street parking requirements for multi-family residential buildings located within 350 feet of a moderate-frequency bus route or rail station.

Minneapolis has two light rail lines, one commuter rail line and over 100 bus routes that carry over 85 percent of the system's daily passengers.



Parking Spaces Required Per Residential Unit		
	3-50 Units	>50 Units
Within 350 feet of a bus or rail transit stop with midday service headways of 15 minutes or less	No Parking Required	No Parking Required
Within one-quarter mile of a bus stop with midday service headways of 15 minutes or less, or within one-half mile of a rail transit stop with midday service headways of 15 minutes or less	No Parking Required	One Parking Space Per Two Units
Within 350 feet of a bus or rail transit stop with midday service headways between 15 and 30 minutes	10% Reduction from 1:1	10% Reduction from 1:1

**Residential Off-Street Parking Requirements**

- Downtown Districts: Currently off-street parking not required
- Subject to UA/University Area Overlay District parking requirements
- Qualifies for 100% reduction
- Smaller development 100% reduction - larger development 50% reduction

## MINIMUM AND MAXIMUM REQUIREMENTS: NEXT STEPS

Task	Parties Involved	Level of Complexity (low, medium, high)	Priority (short, mid, long)
<p><b>Conduct parking utilization surveys for other land uses in the region.</b> The land use typologies used in this report were selected based on discussions held by the SRC. There are a number of other land uses throughout the region that should be accounted for when introducing new parking minimum or maximum requirements. And in order to ensure the requirement reflects the demand for these spaces, a parking utilization survey should be completed and used to guide zoning policies. These studies should monitor the utilization of at least three modes and capture what is understood to be the peak demand period by local users, as well as national parking publications.</p>	<p>City of Fargo, City of West Fargo, Metro COG</p>	<p>Low</p>	<p>Short-term</p>
<p><b>Streamline land use type and categories.</b> These three categories include a variety of other land uses, with their own parking requirements. The City of Fargo has over 30 separate land uses defined in their parking code, while the City of West Fargo has over 45. Simplifying the code to be more flexible within broader categories would provide developers with more freedom to construct parking below the requirements. For example, the residential parking minimum of one (1) and maximum of two (2) should be enforced, and on-street parking can accommodate additional supply.</p>	<p>City of Fargo, City of West Fargo</p>	<p>High</p>	<p>Mid-term</p>
<p><b>Eliminate parking minimums in Transit Oriented Development (TOD) areas or in transit hubs.</b> Many communities throughout the country have eliminated parking minimum requirements in proximity to transit. This has enabled the presence of dense, walkable environments while encouraging the use of transportation. Through eliminating parking requirements within a 1/2-mile radius of transit hubs or bus stations, the possibility of more dense development will become possible, which will further encourage the use and availability of transit when traveling to and from these areas.</p>	<p>City of Fargo, City of West Fargo, MATBUS, Bicycle bikeshare</p>	<p>Medium</p>	<p>Mid-term</p>

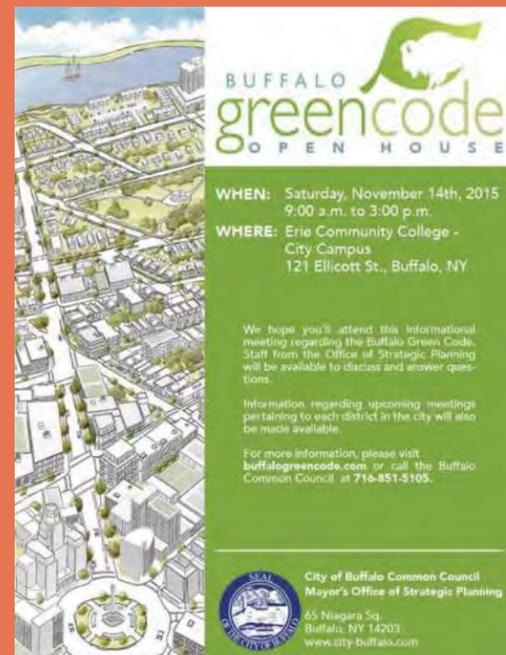
# ALTERNATIVE TRANSPORTATION MODE INITIATIVES

Supplemental to the proposed minimum and maximum parking requirements will be changing the procedures associated with requesting and receiving parking variances. Existing policies encourage developers to construct parking beyond their demand by requiring them to obtain a variance if they wish to provide parking below the existing minimum requirement.

It is recommended that this is reversed: if a development provides parking above the maximum range, a Transportation Demand Management (TDM) or shared parking analysis must be completed to justify that the project will generate the additional demand requested and demonstrate that the demand cannot be accommodated by shared parking initiatives or other transportation programs. And if a development wishes to provide parking below the minimum requirement, they make up for the cost through a payment-in-lieu of parking, as discussed in the subsequent recommendation. The goal of these policy changes is to make it more difficult to provide parking that is not necessary.

## TDM requirements. Buffalo, NY

Buffalo New York became the first city in the United States to remove parking minimum requirements city-wide. This alteration was part of the Buffalo Green Code, a Unified Development Ordinance that replaced standard land use-based code with form-based code. In addition to eliminating parking requirements, the code required certain buildings to prepare a TDM plan justifying that the project accommodates the travel demand it generates and specifying the tools that are used to accommodate that demand (bicycle parking, subsidized bus passes, alternative work schedules, etc.).

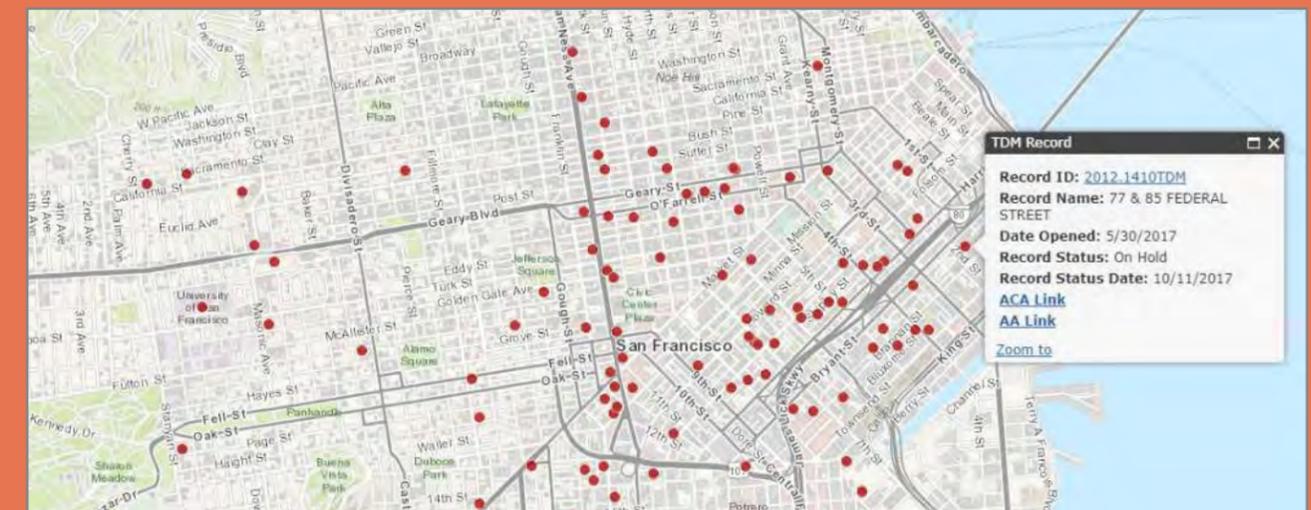


## SHIFT TDM Ordinance. San Francisco, CA

In combination with San Francisco's Transportation Sustainability Program, the City created SHIFT TDM Ordinance to reduce SOV trips and encourage the use of other modes. The program allows developers to choose an applicable combination of TDM measures that will work best for reducing vehicle trips associated with their project. TDM measures are comprised of a menu of different on-site TDM measures, each worth different point values based on the relative impact and effectiveness they will have on reducing vehicle trips. For example, providing showers for bike commuters is worth one point, while reducing on-site parking is worth up to 11 points. Each project is required to meet a minimum point threshold based on project size, characteristics, and location.

The program is part of the development application. Meaning, developers are required to select the measures they are planning to utilize before filing a development application which allows planning staff an opportunity to comment or recommend measures for a project prior to starting the development application process.

There is also an inspection prior to the before occupancy is certified, as well as ongoing monitoring requirements, and a program audit every three years. Enforcement is funded through program fees—developers must pay an initial fee of \$6,000 and an annual fee of \$1,000. Building applicable to SHIFT TDM include projects that exceed 10,000 square feet of non-residential development or over 10 residential projects.



# ALTERNATIVE TRANSPORTATION MODE INITIATIVES: NEXT STEPS

Task	Parties Involved	Level of Complexity (low, medium, high)	Priority (short, mid, long)
<p><b>Require pedestrian amenities and landscaping to be included in surface lots.</b> Existing parking lots in the Fargo region mostly consist of large swaths of asphalt, which creates an uncomfortable and unsafe experience for pedestrians. Including walkways to/from store entrances, landscaping, and lighting improves the pedestrian environment and encourages cross shopping.</p>	<p>City of Fargo zoning department, City of West Fargo zoning department, shopping center merchants</p>	<p>Low</p>	<p>Mid-term</p>
<p><b>Require and enforce Transportation Demand Management (TDM) for new developments.</b> TDM strategies are key to shifting the demand for parking and beginning to shift modes to transit. While the Fargo region is dominated by car use, enforcing TDM measures will provide more people with more options when traveling, and begin to make driving an option as opposed to a necessity. TDM requirements for incoming developments might include, the presence of bicycle facilities, improved bus stops, pedestrian amenities, or discounted transit passes for employees. There are a wide array of TDM options, and this would work towards identifying an effective combination of strategies for each incoming development.</p>	<p>City of Fargo, City of West Fargo, major employers</p>	<p>High</p>	<p>Long-term</p>
<p><b>Allow development projects to include on-street parking to meet minimum parking requirements.</b> On-street parking can increase the parking supply without increasing the parking footprint, while slowing traffic and creating a more pedestrian oriented roadway. We recommend that the Fargo region encourage the use of shared on-street parking, by allowing developments to count adjacent on-street spaces to meet their parking minimum, and that these spaces be shared with nearby buildings.</p>	<p>City of Fargo, City of West Fargo</p>	<p>Medium</p>	<p>Short-term</p>

# FEE-IN-LIEU OF PARKING PROGRAM

Under a fee-in-lieu of parking program, a developer is given the choice to opt out of providing the minimum amount of parking required in substitution for a payment given to a governing entity. These funds can then be used towards alternative transportation initiatives, creating additional shared parking supply, or upgrading existing parking assets.

The rate of the in lieu fee varies from city to city. While some entities set fees-in-lieu on a case-by-case basis, most set a uniform rate for all incoming development. The majority of fee-in-lieu rates do not cover the full cost of providing a public parking space but aim to be high enough to pay for parking and low enough to attract development. Considering these factors, we recommend setting a uniform fee-in-lieu rate that is based on the cost to construct a surface parking lot in Fargo and West Fargo.

Task	Parties Involved	Level of Complexity (low, medium, high)	Priority (short, mid, long)
<p><b>Determine fee in-lieu of parking payment.</b> The rate of fee-in-lieu payments should reflect the cost of constructing a parking facility in that particular region. To gain an accurate understanding of this number, the City of Fargo and West Fargo should research local construction costs for surface lots and determine a rate per space.</p>	<p>City of Fargo, City of West Fargo</p>	<p>Medium</p>	<p>Short-term</p>
<p><b>Create list of capital improvement projects that can be performed with additional funding based on feedback from developers and business owners.</b> Many cities use direct feedback from the business and/or the real estate community to guide how fee-in-lieu money is spent. This increases collaboration between the city and stakeholders, and incentivizes stakeholder to use this tool.</p>	<p>City of Fargo zoning department, City of West Fargo zoning department, developers, employers, merchants</p>	<p>Medium</p>	<p>Mid-term</p>

## Fee-in-lieu of Parking. Miami, FL

Miami's Coconut Grove allows developers to pay the City a flat rate or monthly payment in lieu of constructing the required amount of parking for a site. This money goes towards the City's public parking and other mobility efforts. Since the program was adopted, developers have opted out of approximately 1,000 spaces, generating approximately \$3 million in revenues. Funds from this program have been used to:

- Develop a 416-space garage with ground floor retail
- Fund a study for a downtown circulator shuttle
- Pursue landscaping improvements
- Install traffic control devices to improve parking and pedestrian access



# SHARED PARKING PROGRAM

Shared parking is crucial in creating a vibrant region; different land uses have different peak parking demands. Sharing parking among a daytime office building and adjacent restaurant for example, allows less parking to be built than if each entity had to construct its own parking. This results in less land being dedicated to parking and enables growth without exacerbating congestion problems. Building reserved parking for each individual building induces more vehicle trips on Fargo streets.

It is recommended that the City of Fargo and West Fargo takes steps that encourage the use of shared parking including variance alterations, establishing parking management districts around key commercial nodes, and encouraging the use of on-street parking.

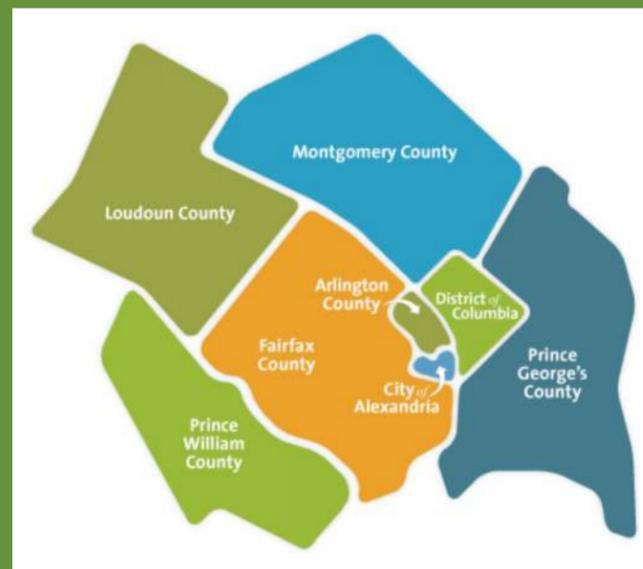
## Shared Parking with Private Entities. Omaha, NB

Omaha's parking system includes a Partners program which provides a user-friendly, online process for property owners to offer their unused spaces, at a specified schedule, to the Park Omaha network through a shared parking agreement.

The process begins with an online application. Partner locations are added to the Park Omaha interactive map and includes information on location and hours of operation. Park Omaha identifies these facilities, as "partner" facilities, and distinguishes them from Park Omaha facilities, in its maps and information materials. As Partner facilities, private lots are given official (copyrighted) signage/iconography with a distinct logo that identifies them as part of the Park Omaha network.

## Shared Parking Districts. Montgomery County, VA

Montgomery County has established several parking management districts that correspond with commercial nodes or central business districts. In each city, a shared parking program has been developed and is part of a long-term strategy to offer parking as a shared resource. City officials have found that financial lenders are more accepting of shared parking when these districts are established, which has worked successfully promoting mixed use and more dense development patterns in these areas.

A screenshot of the Park Omaha website. The header includes the Park Omaha logo and navigation tabs for OFF-STREET, ON-STREET, and SERVICES. The main content area features a heading "Interested in becoming a Park Omaha Partner?" followed by a paragraph explaining the program. Below this is a form with several input fields: "NAME OF FACILITY", "LOCATION OF FACILITY \*", "TYPE OF FACILITY \*", "AVAILABILITY \*", and "HOURS/RATES \*". There is also a question: "How many spaces will you have available for public parking?".

# SHARED PARKING PROGRAM: NEXT STEPS

Task	Parties Involved	Level of Complexity (low, medium, high)	Priority (short, mid, long)
<p><b>Eliminate zoning stipulations that require developers to obtain a conditional use permit to share parking.</b> Parking utilization surveys reveal that the City of Fargo and West Fargo both have an excess supply of parking, however 14 CUP applications were presented to Fargo’s City council since 2015. It is recommended that Fargo and West Fargo eliminate the need to obtain a CUP to share parking, and instead present a written agreement to Council.</p>	<p>City of Fargo, City of West Fargo</p>	<p>Medium</p>	<p>Short-term</p>
<p><b>Establish Shared Parking Districts.</b> Creating Shared Parking Districts would provide a boundary in which tenants would be able to share parking with one another, and use these assets to meet their minimum requirement. To pursue this, both cities should identify and prioritize nodes with a 1/2-mile to 1/4-mile radius and begin to draft zoning stipulations that would promote this type of development.</p>	<p>City of Fargo, City of West Fargo</p>	<p>Medium</p>	<p>Mid-term</p>

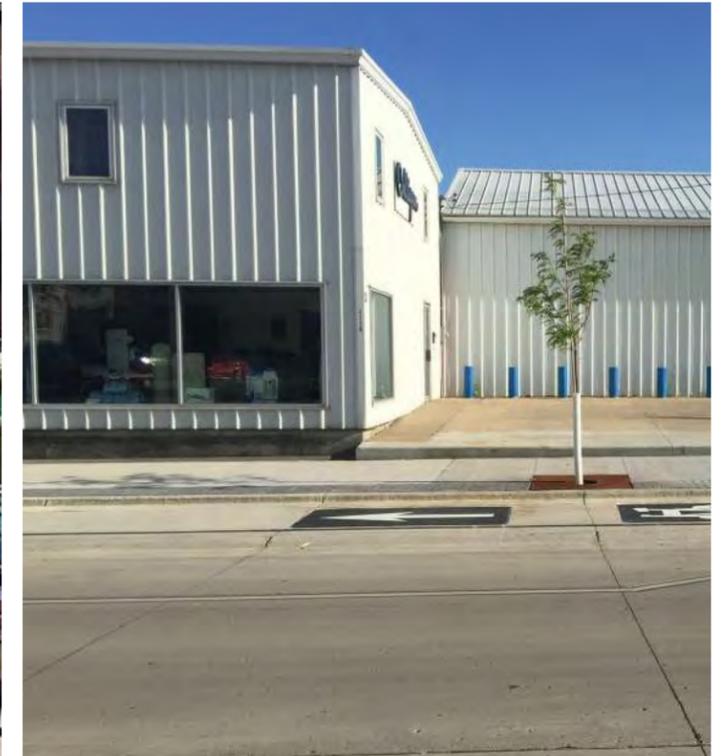
# Development Prototypes

To translate how Street Types and their associated access guidelines can set a successful and connected development pattern, three prototypes were developed. These prototypes illustrate how each of the roadway typologies should be accessed by different land uses, while incorporating parking in a shared and effective manner. These prototypes are meant to be used as guidelines to reference when approving building permits, initiating parking policy changes, or constructing new roadways.

The following prototypes represent three land use typologies, with key features highlighted throughout:

- (1) commercial
- (2) mixed use
- (3) residential

The dimensions of the blocks and buildings included in each prototype, were derived from existing land uses throughout the region to ensure that these models are aligned with the regions market and preferences.



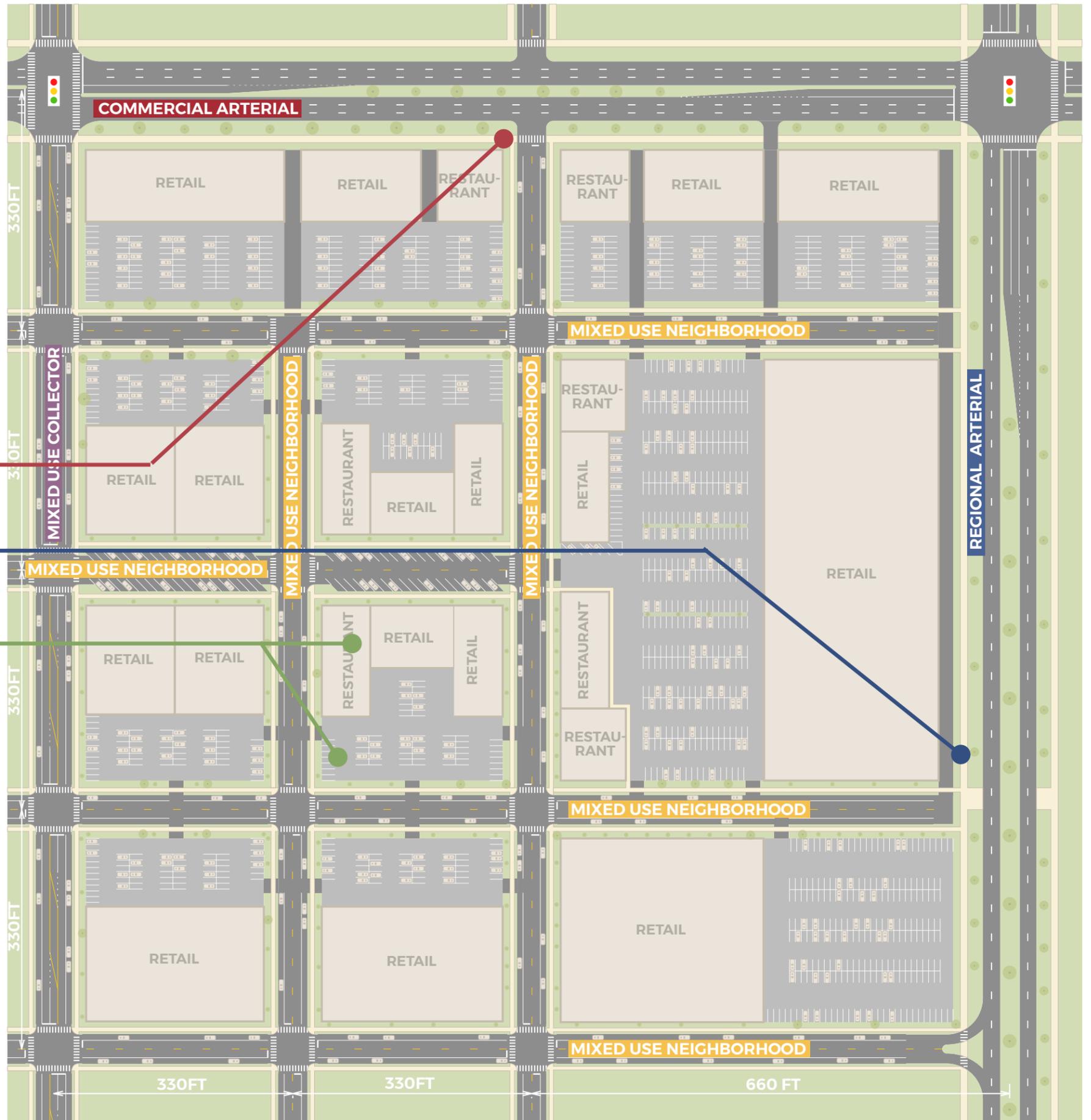
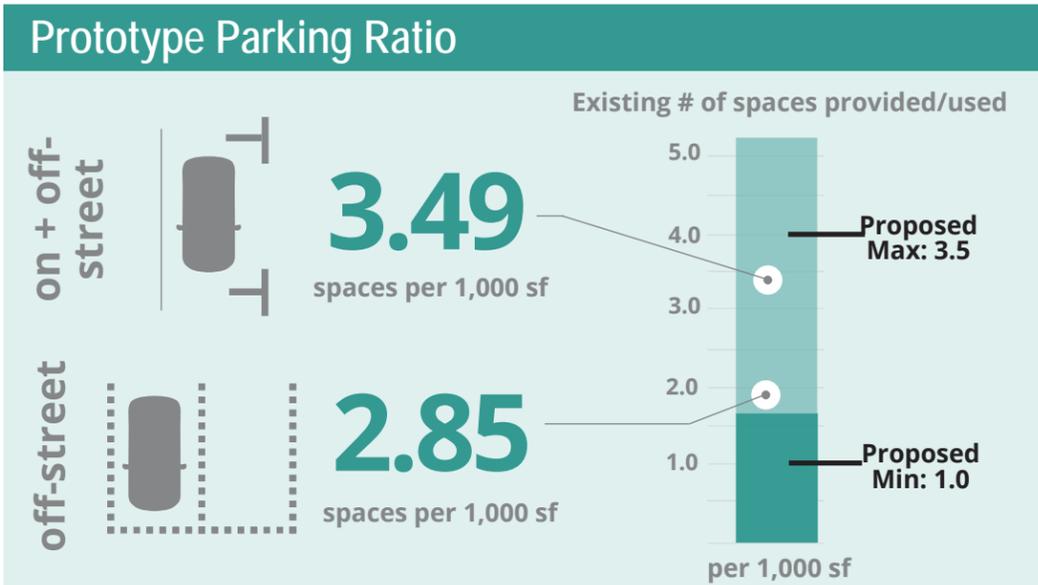
# Commercial Prototype

The framework presented here on this ¼-mile by ¼-mile tracts uses regular block sizes to set a walkable grid pattern with sidewalks and plentiful on-street parking to reduce the need for large surface parking lots. Shared parking fields are made feasible by slow traffic speeds and safe pedestrian crossing points. Building fronts are generally oriented toward the street. This development illustration is bordered by a Regional Arterial, which allows only stringent right-in/right-out vehicular access, so neighborhood connections are maintained with sidewalks and grade-separated pedestrian crossings.

Access points managed along the arterial streets while still allowing for a connected, walkable grid

Grade-separated pedestrian crossings needed along Regional Arterial to connect neighborhoods

Shared surface parking lots increase the efficiency of the parking pool and encourages walking



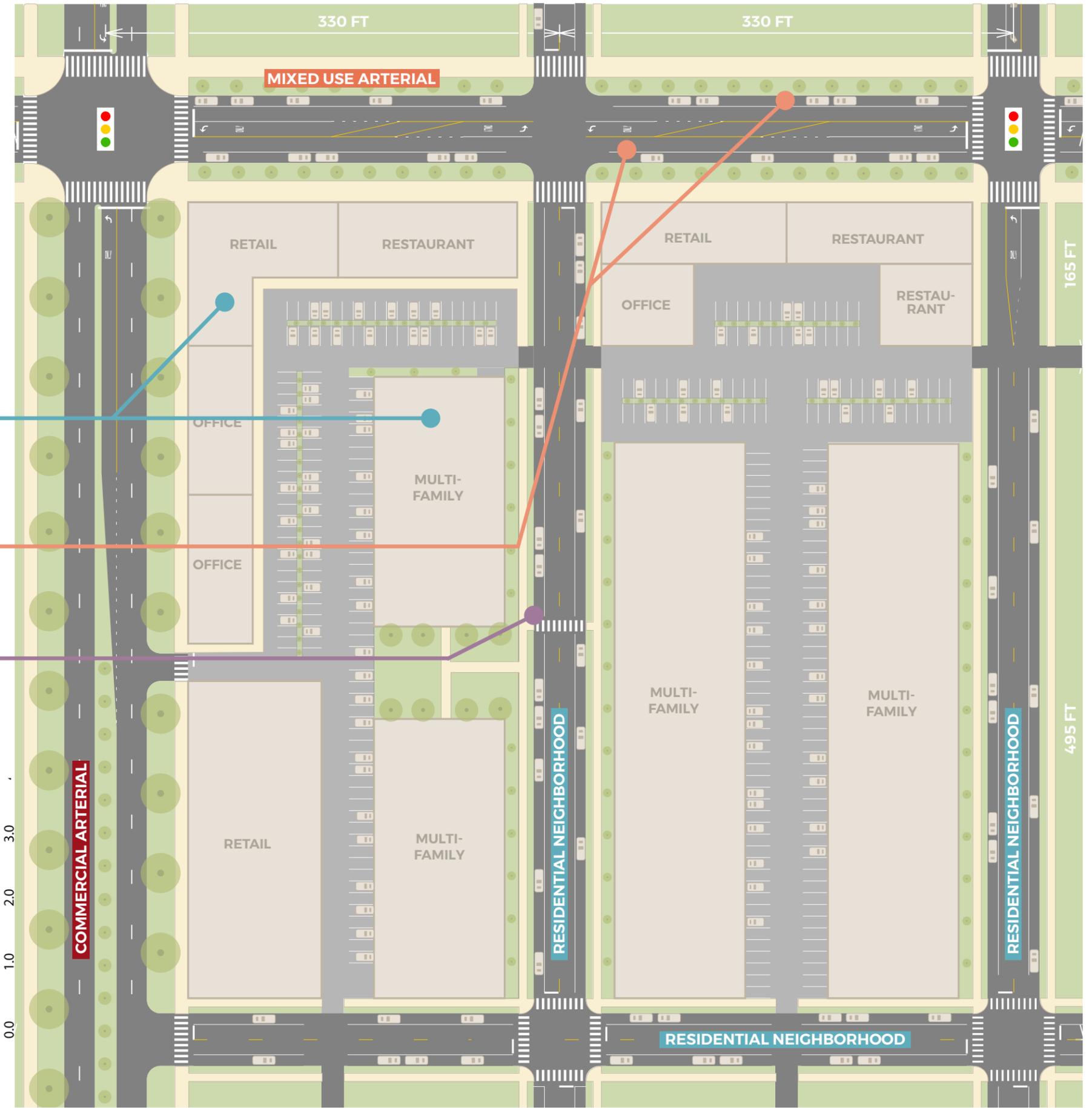
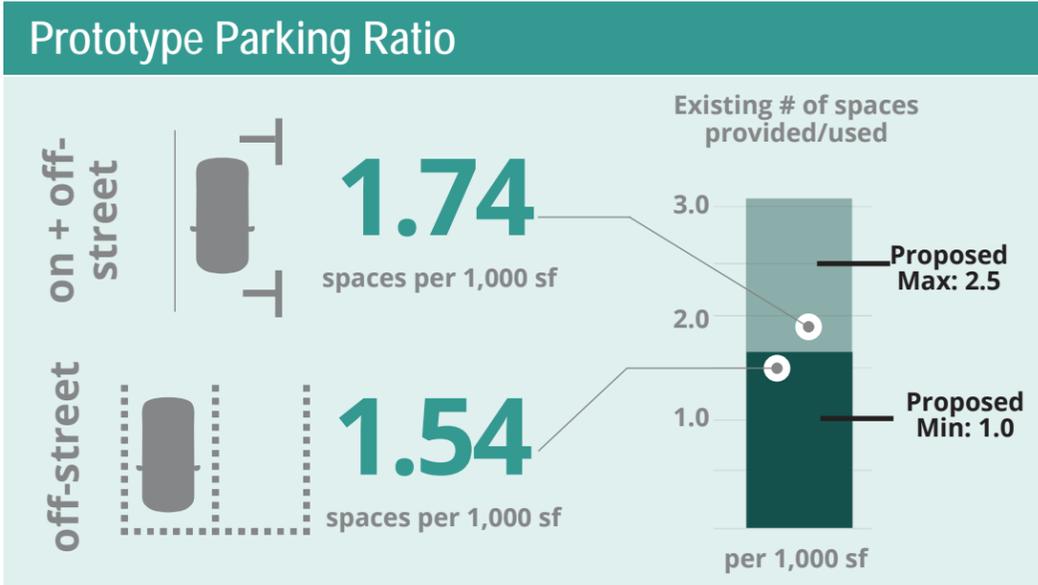
# Mixed Use Prototype

The framework presented here on this 1/8-mile by 1/8-mile tracts assumes typical blocks at the intersection of a Commercial Arterial and Mixed Use Arterial. The commercial and residential uses are connected with sidewalks to encourage walking trips. Plentiful on-street parking is provided along the Mixed Use Arterial street, as well as the Residential Neighborhood streets, to slow traffic and create a buffer for pedestrians. Building fronts are generally oriented toward the street with parking in the rear.

**Retail, office, and mixed use buildings are oriented towards the arterial streets and residential buildings are oriented toward the Residential Neighborhood streets. Underground or 1st floor residential parking is assumed.**

**On-street parking on the Mixed Use Arterial street supports businesses, reduces the off-street parking footprint, and calms traffic**

**Sidewalks and crosswalks encourage walkability between blocks.**



\*Assumes for approximately 350 residential units between multi-family structures and on top of retail office spaces

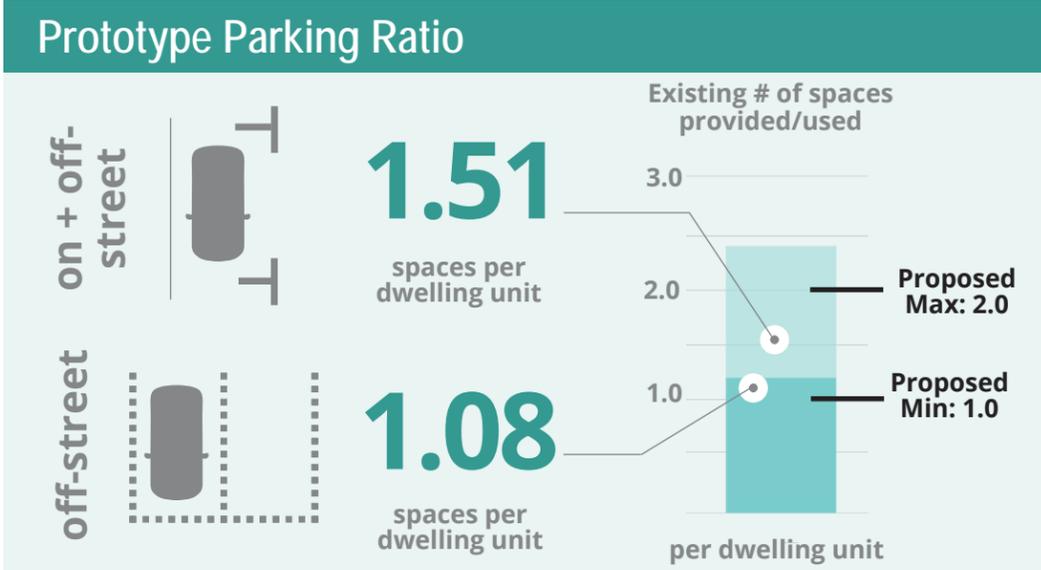
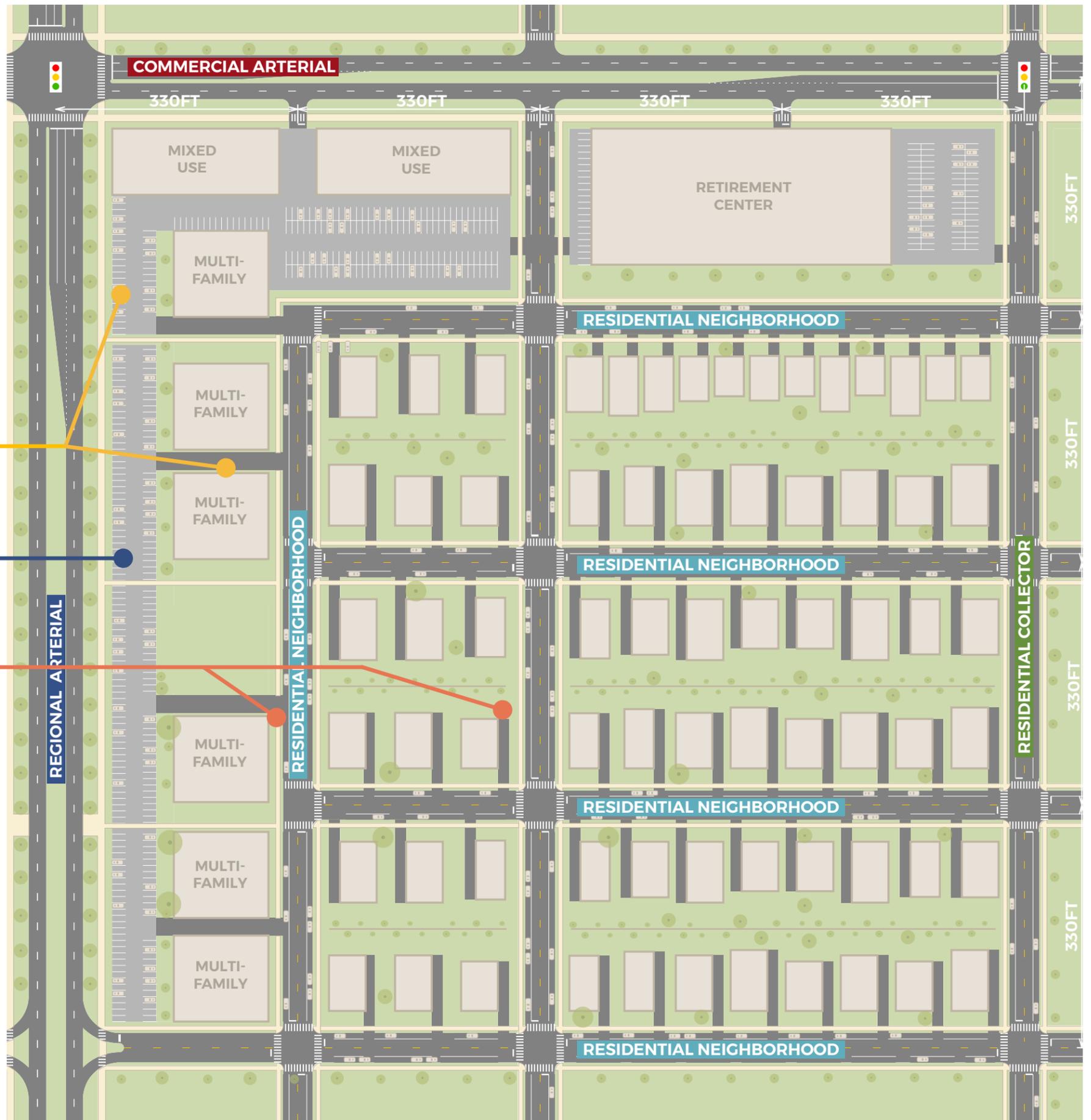
# Residential Prototype

The framework presented here on this ¼-mile by ¼-mile tracts uses regular block sizes to set a walkable grid pattern even though a Regional Arterial borders the site and limits street connections. Neighborhood connections are maintained with sidewalks and signalized/grade-separated pedestrian crossings. Multi-family housing and mixed use buildings are oriented along the Regional Arterial and Commercial Arterial streets, respectively, while single-family homes front the Residential Neighborhood streets. Interior residential parking garages eliminate the need for a separated, covered garages.

Multi-family residential parking is shared with retail land uses during non-peak hours. Enclosed row garages may be appropriate along the Regional Arterial.

Multi-family residential buildings are oriented away from the Regional Arterial, with surface parking facing the corridor.

Access to driveways, on-street parking, and crosswalks slow traffic and encourage walking.







**ENGINEERING DEPARTMENT**

800 4 Ave E, Suite 1  
West Fargo, ND 58078  
701.433.5300  
[www.westfargond.gov](http://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: **August 19, 2019**
3. DESCRIPTION OF REQUEST:
  - Review Task Order #17 for professional services relating to Sewer, Water, Storm & Street Improvement District # 1325 – Oak Ride 18th Addition.
4. LOCATION (address; legal; etc.):
  - Oak Ridge 18<sup>th</sup> Addition is located southwest of the 6<sup>th</sup> St. and 33<sup>rd</sup> Ave. E. intersection.
5. ACTION(S) REQUESTED:
  - Approve Task Order #17 with the estimated fee of **\$136,700**.

*ADDITIONAL INFORMATION:*

- This task order will be executed in accordance with the "Master Service Agreement" between the City of West Fargo and Moore Engineering, Inc. dated May 1, 2018 (Amendment No. 1 was approved on March 18, 2019).

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

This is Task Order No. 17  
consisting of 18 pages.

**Task Order 17**

---

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

**1. Background Data**

- a. Effective Date of Task Order: August 1, 2019
- b. Owner: City of West Fargo
- c. Engineer: Moore Engineering, Inc.
- d. Specific Project (title): Sewer, Water, Storm & Street Improvements – Improvement Dist. No. 1325
- e. Specific Project (description): Oak Ridge 18<sup>th</sup> Addition

**2. Services of Engineer**

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

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

1. Engineer shall:

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

deliverables executed by other Owner consultants, such as technical data, reports, drawings and specifications, etc. shall be provided to Engineer.

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

B. *Final Design Phase*

1. Engineer shall:

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

Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

- k. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.
2. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
  3. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one.

C. *Bidding or Negotiating Phase*

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

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

D. *Construction Phase*

1. Engineer shall:

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

Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in in this Task Order, are applicable.

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

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

- Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.
  - Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
  - Maintain records for use in preparing Specific Project documentation.
  - Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
- l) Reports
- Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
  - Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
  - Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
  - Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
- m) *Payment Requests*: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- n) *Certificates, Operation and Maintenance Manuals*: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
- o) Completion:
- Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.
  - Participate in Engineer's visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
  - Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit A.1).
- 4) Resident Project Representative shall not:

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

observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. This shall include coordination as necessary with Engineer's "Subcontractor(s) and/or other consultants employed by the Owner for observations requiring their expertise.

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

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

deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims. This shall include coordination as necessary with Engineer's "Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any pertinent information shall be provided to Engineer.

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

- 1) Water Mains/ Force Mains
  - a) Centerline with offsets at 50' intervals
  - b) Cut stakes to top of pipe with hubs, if plan calls for specified grades
  - c) Curb Stop Locations
- 2) Storm-Sanitary Sewers
  - a) Centerline stakes with offsets and cuts to inverts at 50' intervals
  - b) Manholes with offsets
  - c) Inlets with offsets
  - d) Wye locations
  - e) Service ends with grades
- 3) Streets
  - a) Initial dirt grade stakes with lath every 100' and at high and low
  - b) Subgrade blue tops for centerline and curb and gutter areas if so specified in construction contract
  - c) Centerline gravel blue tops if so specified in construction contact
  - d) Curb & gutter flow line stakes with offsets every 25'
  - e) Concrete Paving grade stakes with offset at 25' intervals plus high and low points
- 4) Lift Stations (without buildings)
  - a) Location & elevation of rim and invert centerline of wet well, dry well, and/or check valve manhole
- 5) Buildings
  - a) Location & elevation of corners of first floor with offsets
- 6) Sidewalks/Multi-Use Paths
  - a) Elevation & location of "Outside" finished edge (one edge) of Sidewalk or Multi-Use Path @ 25' stationing
- 7) Channels/Embankments
  - a) Centerline cut/fill, daylights, and temporary construction easement limits (every 200')
  - b) Culvert alignment, lengths, and invert elevations with offsets
  - c) Structure locations and invert elevations with offsets
- 8) Ponds/Lakes
  - a) Location and elevation of bottom of lake/pond every 200'
  - b) Location and elevation of changes in slopes (i.e. hinges) every 200'
  - c) Location and elevation of contour defining bottom of planting area used to protect slopes every 200'
  - d) Topsoil stripping location every 200'
  - e) Five elevation control points.

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

E. *Post-Construction Phase*

1. Engineer shall:
  - a. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and

discussions with Contractor concerning correction of any such defective Work and any needed repairs.

- b. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
2. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified, will terminate twelve months after the commencement of the Construction Contract's correction period.

F. *Commissioning Phase*

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

**3. Additional Services**

Additional Services authorized or necessary under this Task Order are:

A. *Study and Report Services*

1. Improvements funded by Special Assessment District – Coordinate with City Engineer to establish benefitting area (boundary) and provide legal description along with an illustrative map for the Owner to use in creating the Special Assessment District per ND Century Code requirements.
2. Develop and Evaluate Project Alternatives
3. Prepare Engineer's Report
4. Prepare Preliminary Assessment Allocations

B. *Additional Design Related Services*

1. Right-of-Way Administration – For right-of-way required for construction and maintenance of the Project, prepare any necessary legal descriptions, plats, or other land surveying documents to provide to the Owner's attorney for document preparation, participate in negotiation of terms of

easement or land acquisition with landowners, participate in coordination of land acquisition process, and install monuments as required upon completion of the Project.

2. Utility Administration – Coordinate relocation, if necessary, of existing private utilities, determine existing easements and utility permits to identify the party responsible for utility relocation costs. Coordinate relocation agreements with each utility company and the City.
3. Permitting – Prepare appropriate applications, including necessary supporting documentation, to submit and secure all local, state, and federal permits, environmental clearance documents, and any railroad agreements.

C. *Additional Bidding Services*

1. Rebidding
  - a. Engineer shall perform all tasks outlined in Section 2.C in the case that the project is either stopped prior to bidding or, once bid, a contract is not awarded and the City subsequently determines to start the advertising (or obtaining proposals) process again.
2. Special Assessments – Revise preliminary assessments based on the bid results and prepare “pending assessments” in applicable format for the Owner to import into property database software.

D. *Additional Construction Services*

1. Restaking
  - a. Construction staking services required due to actions of the Contractor, whether due to destruction of existing stakes or due to changes in construction schedule requiring re-staking.
2. Defective Work
  - a. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
3. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

E. *Funding Administration*

1. Provide services related to administration of any requirements identified specifically by funding sources.
2. Special Assessment Districts
  - a. Compute final assessment allocations based on Owner’
  - b. As directed by the Owner, prepare documents and attend meetings with the Special Assessment Commission and/or Board of City Commissioners.
  - c. Provide public communications as needed regarding special assessments for the improvement(s) related to this Task Order.

#### 4. City's Responsibilities

City shall have those responsibilities as follows:

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

#### 5. Task Order Schedule

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

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

#### 6. Payments to Engineer

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

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

Task	Budget (\$)
Engineer's Report	\$4,000 ✓
Special Assessment Administration - Initial	\$1,500 ✓
Special Assessment Administration – Bid Results	\$1,000 ✓
Special Assessment Administration – Projected/Final	\$1,500 ✓
<b>ADDITIONAL SERVICES SUBTOTAL</b>	<b>\$8,000</b> ✓

*[Handwritten signature]*  
8/5/19

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

Project Type	Preliminary Design, Final Design, Bidding or Negotiation Phases (% of Final Construction Contract Value plus value of any alternates designed but not constructed)	Construction, Post-Construction, and Commissioning Phases (% of Final Construction Contract Value)
All other projects	5.5% ✓	5.5% ✓
Estimated Value of Final Construction Contract		\$1,170,000
Estimated Compensation based on 11% of Construction		\$128,700 ✓

*SS*  
*8/5/19*

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

Services to be Provided	Estimated Compensation
Additional Services Subtotal	\$8,000
Estimated Compensation based on 11% of Construction	\$128,700
<b>TOTAL ESTIMATED COMPENSATION UNDER THIS TASK ORDER</b>	<b>\$136,700 ✓</b>

*SS*  
*8/5/19*

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

**7. Consultants retained as of the Effective Date of the Task Order: None**

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

**9. Attachments: None.**

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

**11. Terms and Conditions**

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

The Effective Date of this Task Order No. 17 is July 31, 2019.

OWNER:  
By: Tina Fisk

ENGINEER:  
By: Lee Beauvais

Print Name: Tina Fisk

Print Name: Lee Beauvais

Title: City Administrator

Title: Vice President

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Tina Fisk

Name: Daniel R Hanson, PE

Title: City Administrator

Title: Senior Project Manager

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

Address: 925 10<sup>th</sup> Avenue East, West Fargo, ND

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

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

Phone: (701)433-5301

Phone: (701)499-5840

**Exhibit A.1**



---

**NOTICE OF ACCEPTABILITY OF WORK**

---

SPECIFIC PROJECT:

---

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

**NOTICE DATE:**

---

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

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

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

---

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

**Exhibit A.1 cont'd**

**CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK**

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_



**ENGINEERING DEPARTMENT**

800 4 Ave E, Suite 1  
West Fargo, ND 58078  
701.433.5300  
[www.westfargond.gov](http://www.westfargond.gov)

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

<b>OFFICE USE:</b> <b>AGENDA ITEM #</b> <u>  6  </u>
---------------------------------------------------------

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

1. CONTACT PERSON(s):
  - Dustin T. Scott, City Engineer (433-5425)
2. DATE OF MEETING: **August 19, 2019**
3. DESCRIPTION OF REQUEST:
  - Review the attached "General Layout" which represents the plans and specifications prepared by Moore Engineering for construction of *Sewer, Water, Storm and Street Improvement District No. 1325*

*Note: A complete set of plans and specifications are available at the City Engineer's office.*
4. LOCATION (address; legal; etc.):
  - Oak Ridge 18<sup>th</sup> Addition (South of Oak Ridge Shop Condo's)
5. ACTION(S) REQUESTED:
  - Approve Plans and Specifications for construction of *Sewer, Water, Storm and Street Improvement District No. 1325*
  - Authorize advertisement of bid documents for construction of *Sewer, Water, Storm and Street Improvement District No. 1325*



925 10th Avenue East  
West Fargo, ND 58078

P: 701.282.4692  
F: 701.282.4530



August 14, 2019

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

Re: Sewer, Water, Storm and Street Improvement District No. 1325  
Oak Ridge 18th Addition  
Moore Project No. 20875

Dear Dustin:

We are submitting the attached Advertisement for Bid for the aforementioned project. 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, this needs to be approved by the City Commission on August 19, 2019.

We will wait for your response and the City Commission before taking further action. Please contact me with your questions or comments. Thank you for your time and consideration.

Sincerely,

Daniel Hanson, PE  
Senior Project Manager

Enclosure(s): Advertisement for Bids

CITY OF WEST FARGO  
WEST FARGO, NORTH DAKOTA  
SEWER, WATER, STORM AND STREET IMPROVEMENT DISTRICT NO. 1325

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the Sewer, Water, Storm and Street Improvement District No. 1325; Oak Ridge 18th Addition will be received by City of West Fargo, at the office of City Hall (Commission Chambers), 800 4th Avenue East, West Fargo, North Dakota 58078, until 10:00 a.m. local time on September 12, 2019, at which time the Bids received will publicly opened and read. The Project consists of constructing sanitary sewer, water mains, storm sewer, concrete streets, sidewalks, and other miscellaneous installations for a new development.

Bids will be received for a single prime Contract. Bids shall be on a unit price basis with additive alternate bid items if indicated in the Bid Form.

The Issuing Office for the Bidding Documents is: Moore Engineering, Inc., 925 10<sup>th</sup> Avenue East, West Fargo, ND 58078; 701.282.4692; Matt Prochniak; [matt.prochniak@mooreengineeringinc.com](mailto:matt.prochniak@mooreengineeringinc.com). Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 8:00 a.m. to 5:00 p.m., and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Digital project bidding documents will be available at [www.mooreengineeringinc.com](http://www.mooreengineeringinc.com) by clicking the Bid Information tab, or at [www.questcdn.com](http://www.questcdn.com). You may download the complete set of digital documents for a nonrefundable fee of \$20.00 by locating eBidDoc™ Number 6484382 on the website. Please contact QuestCDN.com at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in membership registration, downloading and working with this digital project information.

Each bid must be accompanied by a separate envelope containing a bidder's bond in a sum equal to 5% of the full amount of the bid executed by the bidder as principal and by a surety, conditioned that if the principal's bid is accepted and a contract is awarded to the principal, the principal, within ten (10) days after the notice of the award, shall execute a contract in accordance with the terms of the bid and the bid bond, and any conditions of the City of West Fargo, as required by law. A countersignature of a bid bond is not required. If the City of West Fargo elects to award a contract to the lowest responsible bidder, and the lowest responsible bidder does not execute a contract within ten (10) days, the bidder's bond will be forfeited to the City of West Fargo, and the City of West Fargo may award the project to the next lowest responsible bidder.

Each bidder must possess a valid North Dakota contractor's license for the full amount of their bid, as required by N.D.C.C. § 43-07-7. Each bidder MUST enclose a copy of their Contractor's License or Certificate of Renewal, issued by the North Dakota Secretary of State, in their bid bond envelope, and each license must be valid and dated at least 10 days prior to the date set for bid opening, as required under N.D.C.C. § 43-07-12.

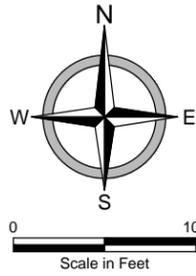
The City of West Fargo will not read or consider any bid that does not fully comply with the requirements above, or the requirements of N.D.C.C. § 48-01.2-05. The City of West Fargo will reseal any deficient bid submitted and return it to the bidder immediately.

Owner: City of West Fargo  
By: Tina Fisk  
Title: City Administrator  
Date: August 19, 2019

+ + END OF ADVERTISEMENT FOR BIDS + +

FILE LOCATION: R:\Civil 3D Projects\20875\DRAWINGS\DESIGN\20875-PP.dwg

BENCHMARK LIST - 1929 DATUM			
NO.	DESCRIPTION	LOCATION	ELEV.
1	TOP NUT ON HYDRANT	EAST SIDE OF LOT 29, BLOCK 1	910.13
2	TOP NUT ON HYDRANT	WEST SIDE OF 8TH WAY EAST, 65'± NORTH OF 34TH WAY EAST	910.78
3	TOP NUT ON HYDRANT	NORTH SIDE OF 34TH WAY EAST, 75'± WEST OF 6TH WAY EAST	908.20



PRELIMINARY



GENERAL LAYOUT  
SEWER, WATER, STORM AND STREET IMPROVEMENT DISTRICT NO. 1325  
OAK RIDGE 18TH ADDITION  
WEST FARGO, NORTH DAKOTA  
GENERAL LAYOUT

DATE:	08.13.19
REVISED:	---
RECORD:	---

PROJECT No. 20875  
MANAGER: DH  
DESIGNER: MJP  
DRAFTER: KAG  
REVIEWER: AJ5

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of West Fargo (“Owner”) and  
\_\_\_\_\_ (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: constructing sanitary sewer, water mains, storm sewer, concrete streets, sidewalks, and other miscellaneous installations for a new development.

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Sewer, Water, Storm and Street Improvement District No. 1325; Oak Ridge 18th Addition.

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by Moore Engineering, Inc.

3.02 The Owner has retained Moore Engineering, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before November 30, 2019, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before June 1, 2020.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$1000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1000 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive and will not be imposed concurrently.
4. Milestones: Contractor shall pay Owner \$1000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestones, until Milestones are achieved.

#### **ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item as directed in the Bid Schedule).

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.
- C. All specific cash allowances are as indicated in the Bid Schedule in accordance with Paragraph 13.02 of the General Conditions.

#### **ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15<sup>th</sup> day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price

Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
  - a. 90 percent of Work completed (with the balance being retainage).
  - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
  - c. If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

### **ARTICLE 7 – INTEREST**

- 7.01 All amounts not paid when due shall bear interest at the rate of 2 percentage points per annum below the Bank of North Dakota prime interest rate per NDCC 40-22-37.

### **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if

any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 7, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Payment bond (pages 1 to 3, inclusive).
  - 4. General Conditions (pages 1 to 65, inclusive).
  - 5. Supplementary Conditions (pages 1 to 13, inclusive).
  - 6. Specifications as listed in the table of contents of the Project Manual.
  - 7. Drawings (not attached but incorporated by reference) consisting of [ ] sheets with each sheet bearing the following general title: Sewer, Water, Storm and Street Improvement District No. 1325.
  - 8. Addenda (numbers [ ] to [ ], inclusive).
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 1 to [ ], inclusive).

- b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to , inclusive).
- 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 Terms**

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **10.02 Assignment of Contract**

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **10.03 Successors and Assigns**

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### **10.04 Severability**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

\_\_\_\_\_  
City of West Fargo

\_\_\_\_\_

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

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

Title: \_\_\_\_\_  
President of the Board of City  
Commissioners

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

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_  
City Administrator

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

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
City of West Fargo

\_\_\_\_\_

\_\_\_\_\_  
800 4<sup>th</sup> Avenue East

\_\_\_\_\_

\_\_\_\_\_  
West Fargo, ND 58078

\_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*