



West Fargo City Commission Meeting
Monday, October 7, 2019
Commission Chambers 5:30 PM

- A. Pledge of Allegiance
- B. Approve Order of Agenda
- C. Approval of Minutes – September 16, 2019 **(Pg. 2-4)**
- D. Building Permits

Consent Agenda – Approve the Following:

- a. Bills **(Pg. 5-12)**
- b. Games of Chance for Schwetty, Inc. Games to be conducted: Raffle on 11/2/19 at Rookies Sports Bar & Grill, 715 13th Avenue East **(Pg. 13)**
- c. Games of Chance for VFW, Department of ND. Games to be conducted: Raffle from 12/4/19 to 4/14/20 at VFW Post 7564, 444 Sheyenne Street **(Pg. 14)**
- d. Games of Chance for Marilyn Roehl Benefit. Games to be conducted: Raffle, Raffle Board on 11/15/19 at Speedway Events Center, 680, Main Avenue West **(Pg. 15)**
- e. Games of Chance for Faith Journey Piecemakers. Games to be conducted: Raffle from 10/15/19 to 12/4/19 at Faith Journey Lutheran Church, 127 2nd Avenue East **(Pg. 16)**
- f. Resolution Approving Contract and Contractor's Bond in Sewer, Water, Storm and Street Improvement District No. 1325 **(Pg. 66)**

Regular Agenda

- 1. 5:30p.m. Public Hearing and First Reading for the Rezoning of Eagle Run Plaza 9th Addition – **Tim Solberg (Pg. 17-23)**
- 2. Review Parking Reduction Request for Oak Ridge Office Park – **Tim Solberg (Pg. 24-30)**
- 3. Review Task Order #19 for Sewer & Water Improvement District No. 1327 – **Dustin Scott (Pg. 31-51)**
- 4. Second Reading of Ordinance No. 1113, Water Rates and Charges – **John Shockley (Pg. 52-53)**
- 5. Renaissance Zone Application for 9th & Main LLC – **Tim Solberg (Pg. 54-65)**
- 6. Construction Updates – **Dustin Scott**
- 7. City Administrator's Report – **Tina Fisk**
- 8. Correspondence
- 9. Non-Agenda
- 10. Adjourn



**West Fargo City Commission Meeting
Monday, September 16, 2019
Commission Chambers 5:30 P.M.**

The West Fargo City Commission met on Monday, September 16, 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 Olson moved and Commissioner Gjerdevig seconded to approve the Order of Agenda as presented. No opposition. Motion carried.

Commissioner Gjerdevig moved and Commissioner Simmons seconded to approve the minutes of September 3, 2019. No opposition. Motion carried.

The Commission reviewed the Building Department Activity Report dated September 16, 2019 and Building Permits #563-623. Commissioner Gjerdevig moved and Commissioner Olson seconded to approve the Building Permits as presented. No opposition. Motion carried.

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

- a. Bills
- b. Gaming Site Authorization for Arc Upper Valley. Games to be conducted: Raffles, Pull Tab Dispensing Device, Electronic Pull Tabs from 9/15/19 to 6/30/19 at Spicy Pie, 745 31st Avenue East
- c. Gaming Site Authorization for Tem Makers Club, Inc. Games to be conducted: Raffles, Pull Tab Dispensing Device from 9/20/19 to 6/20/20 at Ole & Lena's Pizzeria, 3330 Sheyenne Street
- d. Games of Chance for Pink It Forward. Games to be conducted: Bingo from 10/3/19 to 1/2/20 at the DoubleTree by Hilton, 825 East Beaton Drive
- e. Schedule a 5:30pm First Reading and Public Hearing for Eagle Run Plaza 9th Addition, a Replat & Rezoning from PUD: Planned Unit Development to C: Light Commercial on Monday, October 7, 2019.
- f. Final Plat Approval for The Wilds 14th Addition, a Retracement Plat
- g. City of West Fargo 457 Plan Corporate Resolution Certification
- h. Appointment of Jodie Haring to the Library Board

No opposition. Motion carried.



**West Fargo City Commission Meeting
Monday, September 16, 2019
Commission Chambers 5:30 P.M.**

City Administrator Tina Fisk appeared before the Commission for the 6:00p.m. Public Hearing and Final 2020 Budget Approval. The Public Hearing was opened. The following West Fargo residents appeared before the Commission for Public Comment:

- Roben Anderson, 708 Francis Street

There was no other Public Comment. The Public Hearing was closed. After discussion, Commissioner Simmons moved and Commissioner Olson seconded to approve the 2020 Budget as presented. No opposition. Motion carried.

Economic Development Specialist Callie Roth appeared before the Commission for a 5:30 p.m. Public Hearing and review of the Housing Authority of Cass County PILOT Application. Dan Madler of CCHA and Beyond Shelter appeared before the Commission to present the application. The Public Hearing was opened. There was no Public Comment. The Public Hearing was closed. After discussion, Commissioner Simmons moved and Commissioner Gjerdevig seconded to approve the application as presented. No opposition. Motion carried.

City Attorney John Shockley appeared before the Commission for a Parameters Resolution for the Water and Sewer Refunding Revenue Bonds of 2019. After discussion, Commissioner Simmons moved and Commissioner Thorstad seconded to approve the Refunding Revenue Bonds as presented. No opposition. Motion carried.

City Attorney John Shockley appeared before the Commission for the Second Reading of Ordinance No. 1140, Northern States Power Gas Franchise. After discussion, Commissioner Olson moved and Commissioner Gjerdevig seconded to approve the Second Reading. No opposition. Motion carried.

City Attorney John Shockley appeared before the Commission for a Second Reading of Ordinance No. 1143, Gas Service Franchise Fee. After discussion, Commissioner Gjerdevig moved and Commissioner Olson seconded to approve the Second Reading. No opposition. Motion carried.

Planning & Zoning Director Tim Solberg appeared before the Commission for a Second Reading of Zoning Ordinance Amendment to Section 4-426-A. R-5: Mobile Home Subdivision District. After discussion, Commissioner Simmons moved and Commissioner Thorstad seconded to approve the Second Reading. No opposition. Motion carried.

City Engineer Dustin Scott appeared before the Commission to Review the bid results and construction contract recommendation, and Review the Engineer's Statement of Cost for Sewer,



**West Fargo City Commission Meeting
Monday, September 16, 2019
Commission Chambers 5:30 P.M.**

Water, Storm and Street Improvement District No. 1325. After discussion, Commissioner Gjerdevig moved and Commissioner Thorstad seconded to approve awarding the bid to KPH for \$783, 692.50. No opposition. Motion carried.

City Engineer Dustin Scott appeared before the Commission to provide construction updates. 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:

- Final Cruise Night for 2019 is Thursday, 9/19
- West Fest is Saturday, 9/21
- The West Fargo Municipal Airport is hosting an Open House on Sunday, 9/22 from 11am-4pm
- NDLC Annual Conference is 9/19-9/20 in Bismarck
- Special Olympics Applebee's event is Wednesday, 9/18

Sebeka, MN resident Joel Walsvick appeared before the Commission regarding concerns from an incident on 6/27/19. West Fargo Police Chief Janke and Ben Prather with Cass County Vector Control appeared before the Commission to address Mr. Walsvick's concerns. No action was requested of the Commission.

There was no correspondence.

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

Bernie Dardis, Commission President

Tina Fisk, City Administrator

Consent Agenda Item: a

09/17/19
13:08:38

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 9/19

Page: 1 of 8
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
84135 *	S	489 3-D SPECIALITIES	2028.00	09/17/19			
						CL 86964	2028.00
84136	S	2756 4 PRINT LLC	374.81	09/17/19			
						CL 86904	374.81
84137	S	3453 ABM EQUIPMENT & SUPPLY LLC	4757.55	09/17/19			
						CL 86985	4757.55
84138	S	289 ACME TOOLS	20.50	09/17/19			
						CL 87010	20.50
84139	S	3179 ADVANCED ENGINEERING & ENVIRONMENTAL SER	47383.35	09/17/19			
						CL 86933	2812.22
						CL 86939	44571.13
84140	S	3274 ALL-TERRAIN GROUNDS MAINTENANCE	648.75	09/17/19			
						CL 87025	648.75
84141	S	2947 ALLSTATE PETERBILT OF FARGO	203.63	09/17/19			
						CL 86996	203.63
84142	S	317 AMERICAN WELDING & GAS, INC.	151.73	09/17/19			
						CL 87015	151.73
84143	S	999999 ANIMAL CONTROL TRAINING SERVICES	550.00	09/17/19			
						CL 86928	550.00
84144	S	3032 AXON ENTERPRISE INC	1129.00	09/17/19			
						CL 86869	1129.00
84145	S	3000 BAILEY NURSERIES, INC	13324.00	09/17/19			
						CL 86971	13324.00
84146	S	2661 BENJAMIN ORR	30.57	09/17/19			
						CL 86855	30.57
84147	S	1127 BIERSCHBACH EQUIPMENT & SUPPLY	88.50	09/17/19			
						CL 86961	88.50
84148	S	1389 BNSF RAILWAY COMPANY	95.80	09/17/19			
						CL 86900	95.80
84149	S	26 BORDER STATES INDUSTRIES INC	510.62	09/17/19			
						CL 86981	510.62
84150	S	73 BRAUN INTERTEC	84377.00	09/17/19			
						CL 86874	84377.00
84151	S	652 BRENCO CORPORATION	175.45	09/17/19			
						CL 87020	175.45
84152	S	16 BROKERAGE PRINTING	803.10	09/17/19			
						CL 86907	128.10
						CL 86982	675.00
84153	S	351 BUSINESS ESSENTIALS	838.69	09/17/19			
						CL 86871	43.64
						CL 86913	322.60
						CL 86984	110.16
						CL 87043	362.29
84154	S	3081 CALLIE ROTH	35.90	09/17/19			
						CL 86898	35.90
84155	S	51 CASS COUNTY ELECTRIC COOP	42237.99	09/17/19			
						CL 87044	42237.99

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
84156	S	61 CASS COUNTY TREASURER	1819.05	09/17/19			
84157	S	1777 CENTURY LINK	224.54	09/17/19		CL 86899	1819.05
84158	S	52 CHIEF SUPPLY COMPANY	488.00	09/17/19		CL 86927	224.54
84159	S	2392 CHOICE FINANCIAL	48555.18	09/17/19		CL 86864	488.00
84160	S	3216 CINTAS	178.66	09/17/19		CL 86972	48555.18
84161	S	111 CITY OF FARGO	45070.40	09/17/19		CL 86959	178.66
84162	S	2880 CITY OF FARGO	341985.05	09/17/19		CL 86873	43327.90
						CL 87004	1742.50
84163	S	3021 CIVICPLUS	7897.00	09/17/19		CL 86935	16.80
						CL 86950	341968.25
84164	S	1904 CODE 4 SERVICES, INC	103.15	09/17/19		CL 87038	6700.00
						CL 87041	1197.00
84165	S	229 CONSOLIDATED COMMUNICATIONS	1576.30	09/17/19		CL 86906	103.15
84166	S	3245 CORE & MAIN	1975.85	09/17/19		CL 86891	1576.30
84167	S	60 CROSSCOUNTRY FREIGHT SOLUTIONS	85.29	09/17/19		CL 86980	1975.85
84168	S	90 DAKOTA UNDERGROUND	1468279.10	09/17/19		CL 86976	85.29
						CL 86878	1192718.03
						CL 86879	138593.43
						CL 86882	136967.64
84169	S	999999 DALTON FRANCK	300.00	09/17/19		CL 86924	300.00
84170	S	3271 DAN LOEGERING	50.00	09/17/19		CL 86895	50.00
84171	S	856 DAVE'S WEST FARGO TIRE	145.30	09/17/19		CL 86905	119.63
						CL 87022	25.67
84172	S	2948 DELTA 54 AVIATION LLC	3538.48	09/17/19		CL 86894	3538.48
84173	S	2275 DIRT DYNAMICS	356046.69	09/17/19		CL 86877	356046.69
84174	S	807 DISCOVERY BENEFITS, INC.	526.75	09/17/19		CL 86890	526.75
84175	S	2100 EAGLE RUN CROSSING LLC	111.92	09/17/19		CL 87006	111.92
84176	S	3207 ELLEN ROSSOW	28.64	09/17/19		CL 87037	28.64

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
84177	S	3386 EMILY STEFONOWICZ	147.00	09/17/19			
84178	S	2862 ESSENTIA HEALTH	88.00	09/17/19		CL 86866	147.00
84179	S	1851 F/S MANUFACTURING INC	37.02	09/17/19		CL 86902	88.00
84180	S	1648 FARSTAD OIL, INC	227.50	09/17/19		CL 86958	37.02
84181	S	124 FASTENAL	191.27	09/17/19		CL 86991	227.50
84182	S	2098 FBI-LEEDA	695.00	09/17/19		CL 87027	191.27
84183	S	2387 FERGUSON ENTERPRISES #3093	1199.30	09/17/19		CL 86860	695.00
84184	S	329 FERGUSON WATERWORKS #2516	8357.59	09/17/19		CL 86952	1199.30
84185	S	1812 FIRESTONE	605.52	09/17/19		CL 86995	8357.59
84186	S	3451 FM CPA	100.00	09/17/19		CL 86856	605.52
84187	S	104 FORUM COMMUNICATIONS	1310.35	09/17/19		CL 86936	100.00
						CL 86896	211.50
						CL 86903	500.00
						CL 86916	310.00
						CL 86917	94.70
						CL 86934	169.75
						CL 86937	24.40
84188	S	3450 FUELING OUR FUTURE, LLP	100000.00	09/17/19			
84189	S	155 GALLS, LLC	633.59	09/17/19		CL 86897	100000.00
						CL 86862	546.59
						CL 86915	87.00
84190	S	93 GATEWAY CHEVROLET	22.67	09/17/19		CL 87016	22.67
84191	S	2864 GOODIN COMPANY	511.86	09/17/19		CL 87017	511.86
84192	S	2558 GOODYEAR COMMERCIAL TIRE	2561.40	09/17/19		CL 87019	2561.40
84193	S	939 GRAYBAR	7167.66	09/17/19		CL 87018	7167.66
84194	S	2877 GREATAMERICA FINANCIAL SERVICES	704.51	09/17/19		CL 87040	704.51
84195	S	3281 HEARTLAND PAPER COMPANY	43.60	09/17/19		CL 87008	43.60
84196	S	999999 HOLIDAY COMPANIES	255.00	09/17/19		CL 86863	255.00
84197	S	358 HUBERT OYE-SONS CONST.	1403.92	09/17/19		CL 86986	1403.92

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
84198	S	999999 IAFCI	570.00	09/17/19			
84199	S	3087 IBM CORPORATION	5545.00	09/17/19		CL 86912	570.00
84200	S	687 INFORMATION TECHNOLOGY DEPT	661.75	09/17/19		CL 87034	5545.00
84201	S	987 INT'L ASSOC. OF CHIEF OF POLICE	875.00	09/17/19		CL 86867	661.75
84202	S	1660 INT'L CONFERENCE OF POLICE CHAPLAINS	250.00	09/17/19		CL 86966	875.00
84203	S	211 INTERSTATE BATTERIES	98.65	09/17/19		CL 86909	250.00
84204	S	233 J & L SPORTS	477.75	09/17/19		CL 86865	98.65
84205	S	999999 JEFF PETERSON	300.00	09/17/19		CL 86989	477.75
84206	S	2798 JOHNSON CONTROLS	2245.12	09/17/19		CL 86926	300.00
84207	S	999999 JUSTIN NITSCHKE	300.00	09/17/19		CL 87026	2245.12
84208	S	2735 KADRMAS, LEE & JACKSON, INC	278658.00	09/17/19		CL 86925	300.00
84209	S	2122 KEY CONTRACTING	144675.00	09/17/19		CL 86875	278658.00
84210	S	2255 KID CORE	500.00	09/17/19		CL 86883	144675.00
84211	S	2752 KOST MATERIALS, LLC	789.00	09/17/19		CL 86975	500.00
84212	S	693 KPH, INC	9636.15	09/17/19		CL 87000	789.00
84213	S	2085 LANGUAGE LINE SERVICES	383.46	09/17/19		CL 86886	9636.15
84214	S	578 LARRY WEIL	860.20	09/17/19		CL 86908	349.05
84215	S	277 LARSONS WELDING/MACHINE	191.25	09/17/19		CL 87045	34.41
84216	S	2570 LG EVERIST INC	1277.15	09/17/19		CL 86948	860.20
84217	S	711 LUTHER FAMILY FORD	203.68	09/17/19		CL 87007	191.25
84218	S	3304 MAC'S - FARGO	254.87	09/17/19		CL 87002	1277.15
84219	S	3452 MALACHI PETERSEN	138.00	09/17/19		CL 86960	203.68
84220	S	656 MASTER CONSTRUCTION	38749.88	09/17/19		CL 86967	133.00
						CL 86970	121.87
						CL 86949	138.00
						CL 86885	38749.88

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
84221	S	3384 MATHESON TRI-GAS INC	15.79	09/17/19			
						CL 86978	15.79
84222	S	3449 MBN ENGINEERING, INC	2500.00	09/17/19			
						CL 86880	2500.00
84223	S	299 MENARDS	1170.46	09/17/19			
						CL 86857	125.96
						CL 86941	292.06
						CL 87029	752.44
84224	S	1597 METALCRAFT	1252.20	09/17/19			
						CL 87014	1252.20
84225	S	102 MIDSTATES WIRELESS	145.50	09/17/19			
						CL 86861	145.50
84226	S	908 MILES ORTH	260.46	09/17/19			
						CL 86859	260.46
84227	S	3085 MRA-THE MANAGEMENT ASSOCIATION, INC	131.25	09/17/19			
						CL 86929	131.25
84228	S	298 MVTL LABORATORIES	1042.00	09/17/19			
						CL 86987	1042.00
84229	S	3428 ND DEPARTMENT OF ENVIORNMENTAL QUALITY	2286.21	09/17/19			
						CL 87009	2286.21
84230	S	335 ND DEPT OF TRANSPORTATION	894748.24	09/17/19			
						CL 86942	573273.75
						CL 86943	316387.28
						CL 86944	5087.21
84231	S	895 ND INSURANCE DEPT.	756.05	09/17/19			
						CL 86921	756.05
84232	S	756 NELCO FIRST AID	105.35	09/17/19			
						CL 86979	105.35
84233	S	364 NELSON INTERNATIONAL	204.65	09/17/19			
						CL 86968	204.65
84234	S	2523 NEXUS INNOVATIONS, INC	360.00	09/17/19			
						CL 87035	360.00
84235	S	999999 NORMA JEAN NEUMILLER	24.34	09/17/19			
						CL 86872	24.34
84236	S	141 NORTH STAR SAFETY, INC	3086.83	09/17/19			
						CL 86983	2960.83
						CL 87001	126.00
84237	S	328 NORTHERN ENGINE & SUPPL	628.29	09/17/19			
						CL 86956	628.29
84238	S	348 NORTHERN IMPROVEMENT CO	3891.74	09/17/19			
						CL 86887	3891.74
84239	S	1715 NORTHWEST TIRE INC	1002.91	09/17/19			
						CL 87030	1002.91
84240	S	352 OK TIRE	520.98	09/17/19			
						CL 87003	520.98
84241	S	399 OLYMPIC SALES	2961.29	09/17/19			
						CL 86988	2864.36
						CL 87005	96.93

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
84242	S	631 ONE CALL CONCEPT	908.40	09/17/19			
84243	S	1404 PATRICK HANSON	362.00	09/17/19		CL 86977	908.40
84244	S	563 PETRO SERVE USA	33025.53	09/17/19		CL 86858	362.00
						CL 86893	81.50
						CL 86947	3966.96
						CL 87049	28977.07
84245	S	3180 PHOENIX FABRICATORS AND ERECTORS	83637.36	09/17/19		CL 86884	83637.36
84246	S	360 PIONEER RIM/WHEEL	6.98	09/17/19			
84247	S	384 PITNEY BOWES	764.25	09/17/19		CL 86974	6.98
						CL 87046	419.22
						CL 87047	345.03
84248	S	916 PRAIRIE SUPPLY INC	980.00	09/17/19		CL 87023	980.00
84249	S	1166 PRODUCTIVITY PLUS ACCOUNT	1342.51	09/17/19		CL 86992	1342.51
84250	S	3204 RECORD KEEPERS	16.00	09/17/19		CL 86888	16.00
84251	S	663 ROAD EQUIPMENT PARTS CENTER	59.06	09/17/19		CL 87028	59.06
84252	S	441 S & S LANDSCAPING	8.95	09/17/19		CL 86997	8.95
84253	S	454 SANITATION PRODUCTS	156.12	09/17/19		CL 86998	156.12
84254	S	2632 SARAHANNE SUPLER	73.50	09/17/19		CL 86911	73.50
84255	S	999999 SEBASTIAN DAVIN	1500.00	09/17/19		CL 87032	1500.00
84256	S	999999 SEPEHER KHASHAEI	31.16	09/17/19		CL 86918	31.16
84257	S	2619 SHARON HORSAGER	1125.00	09/17/19		CL 87051	1125.00
84258	S	459 SHERWIN WILLIAMS	136.30	09/17/19		CL 87011	136.30
84259	S	1702 SHEYENNE RIVER KENNELS	106.98	09/17/19		CL 86931	106.98
84260	S	3086 SITEIMPROVE, INC	5744.64	09/17/19		CL 87042	5744.64
84261	S	2986 SITEONE LANDSCAPE SUPPLY LLC	449.21	09/17/19		CL 87024	449.21
84262	S	3150 SKYHAWK TELEMATICS	501.00	09/17/19		CL 86955	501.00
84263	S	38 STRATA CORPORATION	1258.30	09/17/19		CL 87013	1258.30

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
84264	S	733 SWANSTON EQUIPMENT CORP.	1145.79	09/17/19			
84265	S	634 SWEENEY CONTROLS COMPANY	480.00	09/17/19		CL 86999	1145.79
84266	S	2272 TALENT PRODUCTIONS	1500.00	09/17/19		CL 87012	480.00
84267	S	999999 THE CTK GROUP	900.00	09/17/19		CL 87033	1500.00
84268	S	1900 THE UPS STORE #5998	66.01	09/17/19		CL 86868	900.00
84269	S	3030 TIME MUSIC AGENCY, INC	1500.00	09/17/19		CL 86993	66.01
84270	S	2217 TINA FISK	107.23	09/17/19		CL 87031	1500.00
84271	S	1234 TOOL WAREHOUSE INC	163.50	09/17/19		CL 86881	107.23
84272	S	1285 TRAFFIC CONTROL CORPORATION	9000.00	09/17/19		CL 86962	163.50
84273	S	665 TWIN CITY GARAGE DOOR	430.88	09/17/19		CL 87039	9000.00
84274	S	2720 UNITED RENTALS (NORTH AMERICA), INC	130.00	09/17/19		CL 87021	430.88
84275	S	2478 VALLI	6132.20	09/17/19		CL 86951	130.00
84276	S	1267 VERIZON WIRELESS	91.26	09/17/19		CL 86953	5209.50
84277	S	3212 VISA ADMINISTRATION	2593.67	09/17/19		CL 86954	922.70
84278	S	2436 VISA FINANCE	12830.06	09/17/19		CL 86914	91.26
84279	S	2439 VISA IT	2388.69	09/17/19		CL 86919	2593.67
84280	S	2438 VISA PLANNING	300.00	09/17/19		CL 86919	12830.06
84281	S	2435 VISA POLICE #1	2580.27	09/17/19		CL 86922	2388.69
84282	S	3233 VISA POLICE #2	3677.41	09/17/19		CL 86922	300.00
84283	S	3234 VISA POLICE #3	141.27	09/17/19		CL 86923	300.00
84284	S	3244 VISA POLICE #4	130.50	09/17/19		CL 86957	2580.27
84285	S	2423 VISA PW	7104.25	09/17/19		CL 86957	2580.27
84286	S	2740 WASTE MANAGEMENT OF WI-MN	75824.74	09/17/19		CL 86969	3677.41
						CL 86963	141.27
						CL 86965	130.50
						CL 87048	7104.25
						CL 86973	75824.74

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
84287	S	2625 WEST FARGO POLICE EXPLORER POST	800.00	09/17/19	_____	CL 87036	800.00
84288	S	2184 WEST SIDE STEEL	720.04	09/17/19	_____	CL 86994	720.04
84289	S	569 WF ANIMAL HOSPITAL	2823.35	09/17/19	_____	CL 86910	2823.35
84290	S	549 WF PUB SCHOOLS DIST #6	735.00	09/17/19	_____	CL 86854	75.00
84291	S	338 XCEL ENERGY	19418.94	09/17/19	_____	CL 86901	660.00
						CL 86892	11164.58
						CL 86930	72.37
						CL 86940	6550.71
						CL 86945	41.75
						CL 86946	1589.53
84292	S	582 ZEP MANUFACTURING	1062.19	09/17/19	_____	CL 86990	1062.19
84293	S	3273 BERNIE DARDIS	364.34	09/17/19	_____	CL 87053	364.34
84294	S	2626 NICK LEE	211.00	09/17/19	_____	CL 87052	211.00
84295	S	2274 GAMES GALORE	3600.00	09/17/19	_____	CL 87054	3600.00
Total for Claim Checks			4300893.34				
Count for Claim Checks			161				

* denotes missing check number(s)

of Checks: 161 Total: 4300893.34

SEP 30 2019



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 SCHWETTY, INC	Date(s) of Activity 11/2/19 to 11/2/19	For a raffle, provide drawing date(s): 11/2/19	
Person Responsible for the Gaming Operation and Disbursement of Net Income ION McLAUGHLIN	Title PRESIDENT	Business Phone Number 701-261-7543	
Business Address 1606 MAPLE PLACE	City WEST FARGO	State ND	Zip Code 58078
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted ROCKIES SPORTS BAR & GRILL	Site Address 715 13TH AVE. E		
City WEST FARGO	State ND	Zip Code 58078	County CASS
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit. <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> 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
50/50 RAFFLE	CASH	ESTIMATE \$500.00			
Silent Auction		500.-			
Total:					(Limit \$12,000 per year) \$ 1000.-

Intended uses of gaming proceeds: TESTICULAR CANCER AWARENESS

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 <i>Jon McLaughlin</i>	Date 9/30/19	Title PRESIDENT	Business Phone Number 701-261-7543
---	------------------------	---------------------------	--

\$10.00 cash
9/30/19

OCT - 2 2019



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 OFFICE OF ATTORNEY GENERAL
 SFN 9338 (08/2019)

Application for: Local Permit Restricted Event Permit (one event per year)

Name of Nonprofit Organization or group of people permit is issued to VFW, Department of ND	Date(s) of Activity 12/4/19 to 04/14/2020	For a raffle, provide drawing date(s): 04/14/2020	
Person Responsible for the Gaming Operation and Disbursement of Net Income James A. Markey	Title ND DEPT ADJ	Business Phone Number 701-361-8210	
Business Address 1232 Goldenwood Drive	City West Fargo	State ND	Zip Code 58078
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted VFW Post 7564	Site Address 444 Sheyenne Street		
City West Fargo	State ND	Zip Code 58078	County Cass
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event 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
Raffle	Cash	500	Raffle	Cash	100
Raffle	Cash	500	Raffle	Cash	100
Raffle	Cash	500	Raffle	Cash	100
Raffle	Cash	300	Raffle	Cash	100
Raffle	Cash	300	Raffle	Cash	100
Raffle	Cash	300	Raffle	Cash	100
Raffle	Cash	200	Raffle	Cash	100
Raffle	Cash	200	Raffle	Cash	100
Raffle	Cash	200	Raffle	Cash	100
RAFFLE		CASH			100
Total: \$					(Limit \$40,000 per year) 4000

Intended uses of gaming proceeds: To support the VFW Department of ND Service Office at the Fargo VA Regional Medical Center

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

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? No Yes-if "Yes," the organization or group does not qualify for a local permit or restricted event permit.

Has the organization or group received a local permit from any city or county for the fiscal year July 1-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 \$40,000 per year.

Signature of Organization or Group's Top Official <i>James A. Markey</i>	Date 10/1/19	Title VFW DEPT JVC/ADJ	Business Phone Number 701-361-8210
---	-----------------	---------------------------	---------------------------------------

\$10.⁰⁰ cash
10-2-19

Oct 4th noon



APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT
 OFFICE OF ATTORNEY GENERAL
 SFN 9338 (08/2016)

OCT - 3 2019

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

Name of Non-profit Organization <i>Marilyn Roehl Benefit</i>	Date(s) of Activity <i>11-15-19th</i>	For a raffle, provide drawing date(s): <i>11-15-19</i>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <i>Kim Sinner</i>	Title <i>Volunteer</i>	Business Phone Number <i>701-361-2654</i>	
Business Address	City	State	Zip Code
Mailing Address (if different) <i>1431 4th Ave E</i>	City <i>West Fargo</i>	State <i>ND</i>	Zip Code <i>58078</i>
Name of Site Where Game(s) will be Conducted <i>Speedway Event Center</i>	Site Address <i>680 Main Ave W</i>		
City <i>West Fargo</i>	State <i>ND</i>	Zip Code <i>58078</i>	County <i>Cass</i>
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 checked="" type="checkbox"/> Raffle Board <input checked="" type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *			

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle Board	Auto starter	550 ⁰⁰			
" "	Car detail	225 ⁰⁰			
Volunteer	Youth bike	140 ⁰⁰			
" "	Computer	600 ⁰⁰			
" "	Airplane ride	200 ⁰⁰			
" "	gift cards	1000 ⁰⁰			
" "	money-cash	1000 ⁰⁰			
" "	Alcohol	1000 ⁰⁰			
" "	Bison gear	400 ⁰⁰			
Total:					(Limit \$12,000 per year) \$

Intended uses of gaming proceeds: Benefit Funds

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 <i>Kim Sinner</i>	Date <i>10-3-19</i>	Title <i>Volunteer</i>	Business Phone Number <i>701-361-2654</i>
---	------------------------	---------------------------	--

\$10.00/cash
 rec 10-3-19



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 <i>Faith Journey Piecemakers</i>		Date(s) of Activity <i>Dec 4</i> <i>Oct 15 to Nov 27</i>		For a raffle, provide drawing date(s): <i>Nov 27 Dec 4</i>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <i>Eileen Lund</i>		Title <i>Chair person</i>		Business Phone Number <i>701-238-8711</i>	
Business Address <i>127 2nd Ave. E.</i>		City <i>West Fargo</i>		State <i>ND</i>	Zip Code <i>58078</i>
Mailing Address (if different) <i>1447 Maple Lane</i>		City <i>West Fargo</i>		State <i>ND</i>	Zip Code <i>58078</i>
Name of Site Where Game(s) will be Conducted <i>Faith Journey Lutheran Church</i>		Site Address <i>127 2nd Ave. E</i>			
City <i>West Fargo</i>		State <i>ND</i>	Zip Code <i>58078</i>	County <i>Cass</i>	
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
<i>Raffle</i>	<i>Queen size quilt</i>	<i>\$400</i>			
Total:					(Limit \$12,000 per year) <i>\$ 400</i>

Intended uses of gaming proceeds: *Faith Journey Lutheran Church*

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 <i>Eileen Lund</i>	Date <i>9-19-19</i>	Title <i>Chair person</i>	Business Phone Number <i>701-238-8711</i>
--	------------------------	------------------------------	--

nk# 4226 9-19-19 min. 00

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

Agenda # 1

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

1. CONTACT PERSON: Tim Solberg

2. PHONE NUMBER: 433-5321 DATE: October 2, 2019

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

Eagle Run Plaza 9th Addition, a Replat & Rezoning from PUD: Planned Unit Development to C: Light Commercial.

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

608 33rd Ave W (Lot 9, Block 1 Eagle Run 8th Addition), City of West Fargo, North Dakota.

5. ACTION BEING REQUESTED FROM CITY COMMISSION:

Hold First Reading and Public Hearing on the Rezoning at 5:30 pm on October 7, 2019.

CITY OF WEST FARGO PLANNING AND COMMUNITY DEVELOPMENT

STAFF REPORT

A19-30		REPLAT AND REZONING
Eagle Run Plaza 9 th Addition		
Lot 9, Block 1 of Eagle 8 th Addition		
Applicant: Travis Olson Owner: Four Horsemen, LLC	Staff Contact: Tim Solberg, AICP	
Planning & Zoning Commission Introduction:	09-10-2019	
Public Hearing:	09-10-2019 – Approval	
City Commission Introduction:	09-16-2019	
1 st Reading & Public Hearing:	10-07-2019	
2 nd Reading & Final Plat Approval		

PURPOSE:

Replat and Rezone for future development.

STATEMENTS OF FACT:

Land Use Classification:	G-4A Core-Retrofit Growth Sector
Existing Land Use:	Vacant
Current Zoning District:	PUD: Planned Unit Development
Proposed Zoning District:	C: Light Commercial
Zoning Overlay District(s):	CO: Corridor Overlay District
Proposed Lot size(s) or range:	42,256 – 50,379 ft ²
Total area size:	9.33 Acres
Adjacent Zoning Districts:	North , South & East - PUD: Planned Unit Development West – R-3: Multiple Dwellings and P: Public Facilities
Adjacent street(s):	6 th Street West (Local); 9 th Street West (Collector); 32 nd Avenue West (Arterial)
Adjacent Bike/Pedestrian Facilities:	Sidewalks along 6 th & 9 th Street West; Multi-Use Path along 32 nd Avenue West & 9 th Street West
Available Parks/Trail Facilities:	Rendezvous Park Facility accessible within ½ mile by sidewalks and path
Park Dedication Requirements:	Provided with previous subdivision

DISCUSSION AND OBSERVATIONS:

- This area was platted and zoned as part of a larger PUD: Planned Unit Development in 2002.
- The applicant has submitted a preliminary plat which consists of splitting the one platted lots into 9 smaller lots with cross access and utility easements to provide access and infrastructure to each individual lot.
- The applicant is requesting a rezoning to C: Light Commercial to allow for development to be paced by request. It is believed that the use restrictions of the C district and increased site and building construction standards of the CO: Corridor Overlay district are adequate to ensure desirable development at this location.

STAFF REPORT

- The proposed lot sizes will adequately meet yard requirements for development in the C: Light Commercial District as well as the CO: Corridor Overlay district regulations.
- Access is proposed to 32nd Avenue West and 6th and 9th Streets West through cross access easements within the plat. Access to 9th Street West and 32nd Avenue West will require Commission approval.
- The cross easement is a relatively standard width on the preliminary plat to provide for public utilities and road. A revision which provides adequate width for a multi-use path to ensure connectivity for all users should be considered. Alternatively, within a subdivision agreement it could be reflected that each lot will be required to include connectivity via sidewalk to the cross access easements.

NOTICES:

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

Comments Received:

- None to date.

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

- The plan envisions that most mixed-use development would occur in the G-4A Core-Retrofit Growth Sectors. The zoning district proposed along with the requirements to review development within this area of the CO: Corridor Overlay district could provide oversight by the City Commission for development which is consistent with West Fargo 2.0.

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. Sidewalk or multi-use path connectivity within the subdivision is addressed in a signed improvement agreement.
2. An updated drainage plan is received and approved by the City Engineer.
3. A signed Final Plat is received with any necessary easements.
4. An Attorney Title Opinion is received
5. A certificate is received showing taxes are current.

PLANNING AND ZONING RECOMMENDATION:

At their September 10, 2019 meeting, the Planning and Zoning Commission recommended approval of the replat and rezoning, subject to the five conditions listed above.



30TH AVE W

30TH AVE W

7TH ST W

6TH ST W

31ST AVE W

32ND AVE W

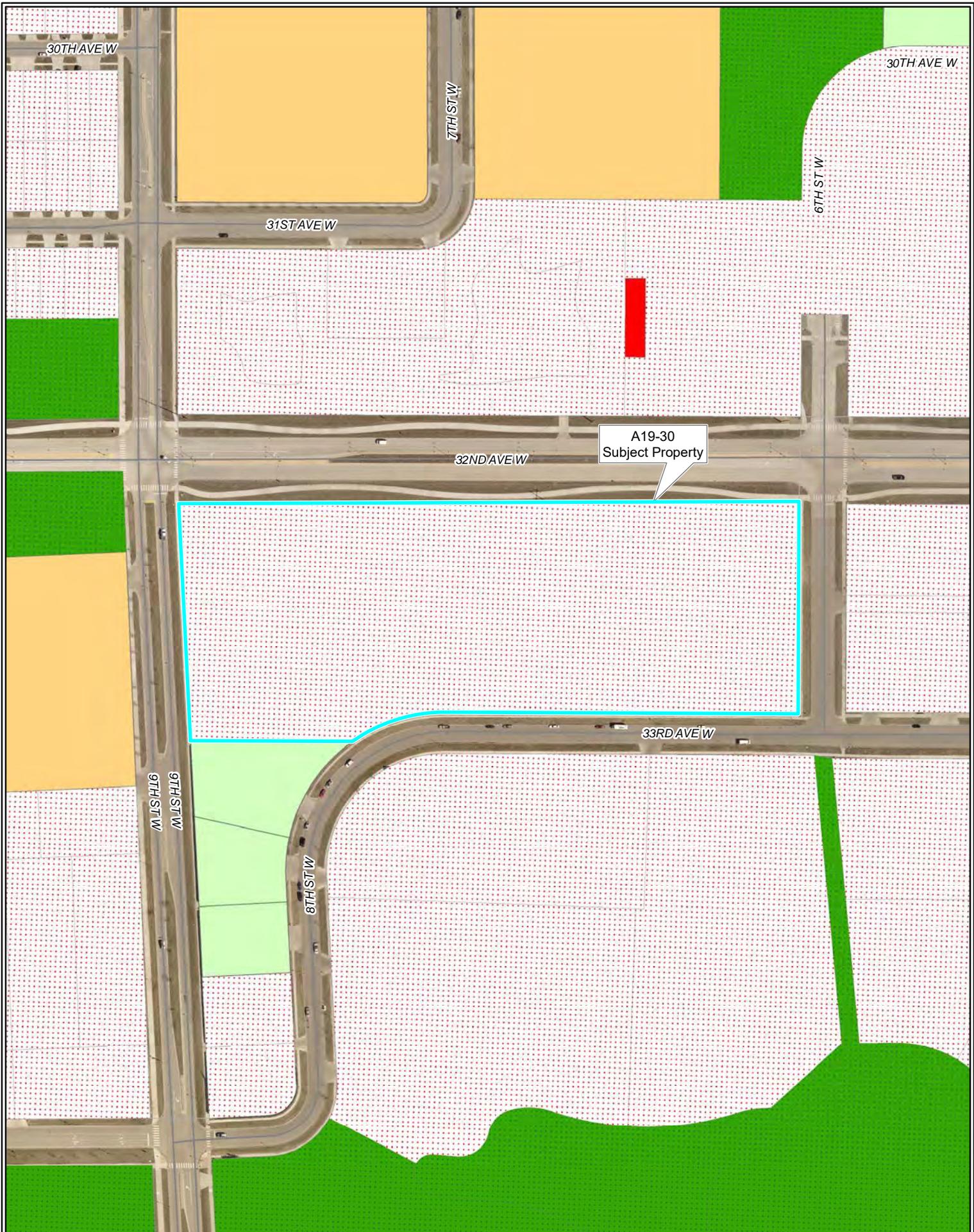
A19-30
Subject Property

33RD AVE W

9TH ST W

9TH ST W

8TH ST W

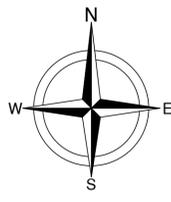
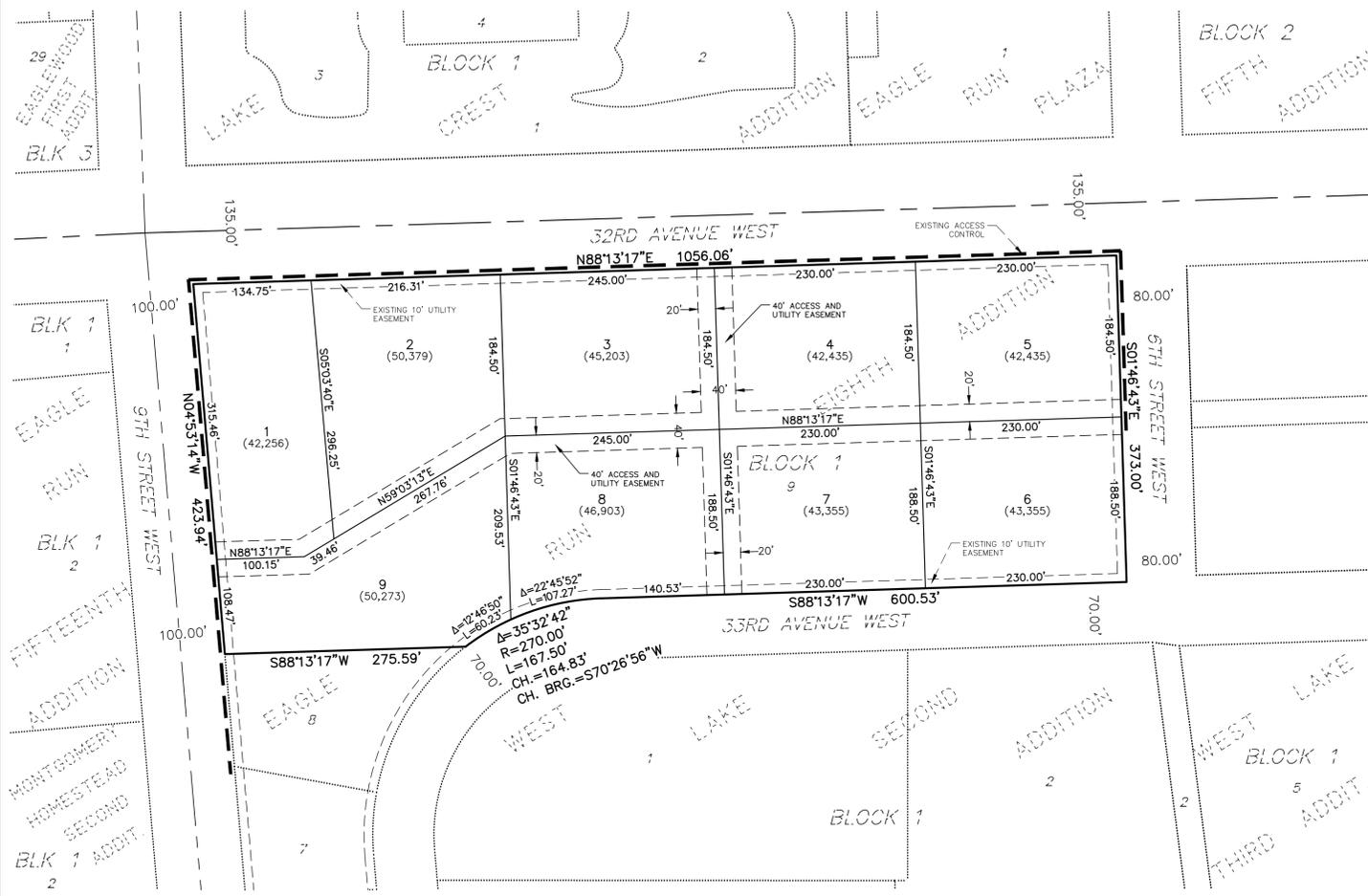


A19-30
Subject Property

City of
WEST FARGO

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

PLAT OF
EAGLE RUN PLAZA NINTH ADDITION
TO THE CITY OF WEST FARGO, A REPLAT OF LOT 9, BLOCK 1, EAGLE RUN EIGHTH ADDITION
TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA.



0 100
 Scale in Feet

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. CH. CHORD DISTANCE
- (31,963) LOT AREA IN SQ. FT.
- EXISTING ACCESS CONTROL

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

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

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 "EAGLE RUN PLAZA NINTH ADDITION" TO THE CITY OF WEST FARGO, A REPLAT OF LOT 9, BLOCK 1, EAGLE RUN EIGHTH 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:

LOT 9, BLOCK 1, EAGLE RUN EIGHTH 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 9.33 ACRES, 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
 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 "EAGLE RUN PLAZA NINTH ADDITION" TO THE CITY OF WEST FARGO, A REPLAT OF LOT 9, BLOCK 1, EAGLE RUN EIGHTH 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. WE HEREBY DEDICATE THE 40' ACCESS AND UTILITY EASEMENT SHOWN ON SAID PLAT TO THE USE OF THE PUBLIC.

OWNER: FOUR HORSEMEN, LLC

XXXXX, PRESIDENT

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 XXXXXX, PRESIDENT OF FOUR HORSEMEN, LLC., KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE NAME OF FOUR HORSEMEN, LLC.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

WEST FARGO PLANNING COMMISSION APPROVAL

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

TOM MCDUGALL, CHAIRMAN

STATE OF NORTH DAKOTA)
 COUNTY OF CASS)

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

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

WEST FARGO CITY COMMISSION APPROVAL

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

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

TINA FISK, CITY AUDITOR

STATE OF NORTH DAKOTA)
 COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2019, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BERNIE L. DARDIS, PRESIDENT OF THE WEST FARGO CITY COMMISSION, AND TINA FISK, CITY AUDITOR, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THE NAME OF THE CITY OF WEST FARGO.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

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



ORDINANCE NO. 1145

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF WEST FARGO, NORTH DAKOTA, AS ADOPTED IN SECTION 4-301 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO.

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

SECTION 1. Amendment. The Official Zoning Map of the City of West Fargo, North Dakota, as adopted in Section 4-301 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended as follows:

The district as shown upon the following described area shall be and the same is hereby rezoned from PUD (Planned Unit Development District) to C (Light Commercial District):

All of Lot 9, Block 1, Eagle Run Eighth Addition to the City of West Fargo (a/k/a the proposed Plat of Eagle Run Plaza Ninth Addition).

SECTION 2. Amendment of Zoning Map. The proper City Officials are hereby authorized to amend and change the City Zoning Map to correspond thereto.

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

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

ATTEST:

City Auditor

Date of First Reading:

Date of Second Reading:

Date of Publication:



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: Request for reduction in parking requirements per Section 4-450: Off Street Parking and Loading Regulations

DATE: October 3, 2019

The applicant is 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.

- Oak Ridge Office Park requested a building permit in May 2019 for a two-story, office building with 6,062 total square footage. Based on parking requirements for office use of one space per 200 square feet of gross floor area, 30 parking spaces were required.
- The applicant further noted that a future building would be constructed on Lot 19, consisting of a 1,500 square foot structure with 500 square feet devoted to garage space. Parking spots required for that site would be five (5). Site plans indicated 34 parking spaces were provided on site, with a total of 36 parking spaces required between the two properties.
- The applicant entered a cross parking agreement for Lot 19, Block 1 of Oak Ridge 11th for shared parking spaces, as well as with the owner of Lot 34, Block 1 of Oak Ridge 11th for two additional parking spaces.

The owner has submitted a request for a reduction in parking, indicating that the proposed building on Lot 19 is now planned to be a 2,920 gross square foot two-story structure and the previous plan will no longer work if this building is proposed. Parking requirements for this building would be 15 instead of the five spaces for the building originally proposed.

The applicant has indicated there are 33 spaces provided on the two lots, there is still a shared parking agreement in place with Lot 34 for two additional spaces. The applicant is requesting a parking reduction of 10 spaces based on the number of offices being utilized on a daily basis.

ITE Parking Generation 4th Edition does not really provide a good reference for which to base a

reduction upon. The case studies for an office building use an average 136,000 ft² large office in a suburban setting whereas we are looking at quite a bit smaller office buildings in this case.

To attempt a justification, the City should consider the use and the amount of office units within each building. In the existing building at 3235 Oak Ridge Loop E there are 16 offices along with a lobby, fitness room, conference room, breakroom and additional space. In the proposed building at 3227 Oak Ridge Loop E there are 10 office units with a “nurse station”, small breakroom and meeting room. This totals 26 office units. The applicant has also indicated that the business does not have any fleet vehicles on site.

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

- Parking Supply Provided: **35 Spaces**
- Current Ordinance Parking Requirement: **45 Spaces**
- Total amount of office units: **26 Units**

Staff does not have adequate justification to recommend approval of the reduction in parking, however would offer that the applicant’s ability to control the amount of vehicles on the property and the nature of their business may be adequate for the Commission to consider a reduction. If this is the direction the Commission would like to take, staff recommends the reduction be accompanied by an agreement which is drafted by the City Attorney at the expense of the applicant to specify the conditions to which this reduction is approved which should then be recorded against the property to protect the reduction should the property be transferred to a different user in the future.

Oakridge Office Condos, LLC

Oakridge Office Condos, LLC • 3259 Oak Ridge Loop • West Fargo, ND 58078

October 1, 2019

City of West Fargo – Planning and Zoning
Tim Solberg
800 4th Avenue East
West Fargo, ND 58078

Mr. Solberg,

Please accept this letter as a formal request for a parking reduction for two lots within the Oakridge Office Condos development – 3235 Oak Ridge Loop E (*Oakridge Lot 1 Block 1*) and 3227 Oak Ridge Loop E (*Oakridge Lot 19*). These two lots have been sold and are currently under development with two office buildings for one owner, MTE Group LLC.

As you will see on the attached floor plans, the 3235 Building will have 16 offices, and the 3227 Building is proposed to have 12 offices – for a total of 28 offices over the two buildings/lots.

When considering the West Fargo parking requirements of 1 per 200 square feet of gross floor area, the calculations are as follows:

- 3235 Building: 3,516 sf + 3,156 sf = 6,672 sf – 590 sf interior parking space = 6,082 gross sf.
6,082 / 200 = 30 parking spaces required.
- 3227 Building: 1,500 sf + 1,420 sf = 2,920 sf – 192 sf interior parking space = 2,728 gross sf.
2,728 / 200 = 14 parking spaces required.

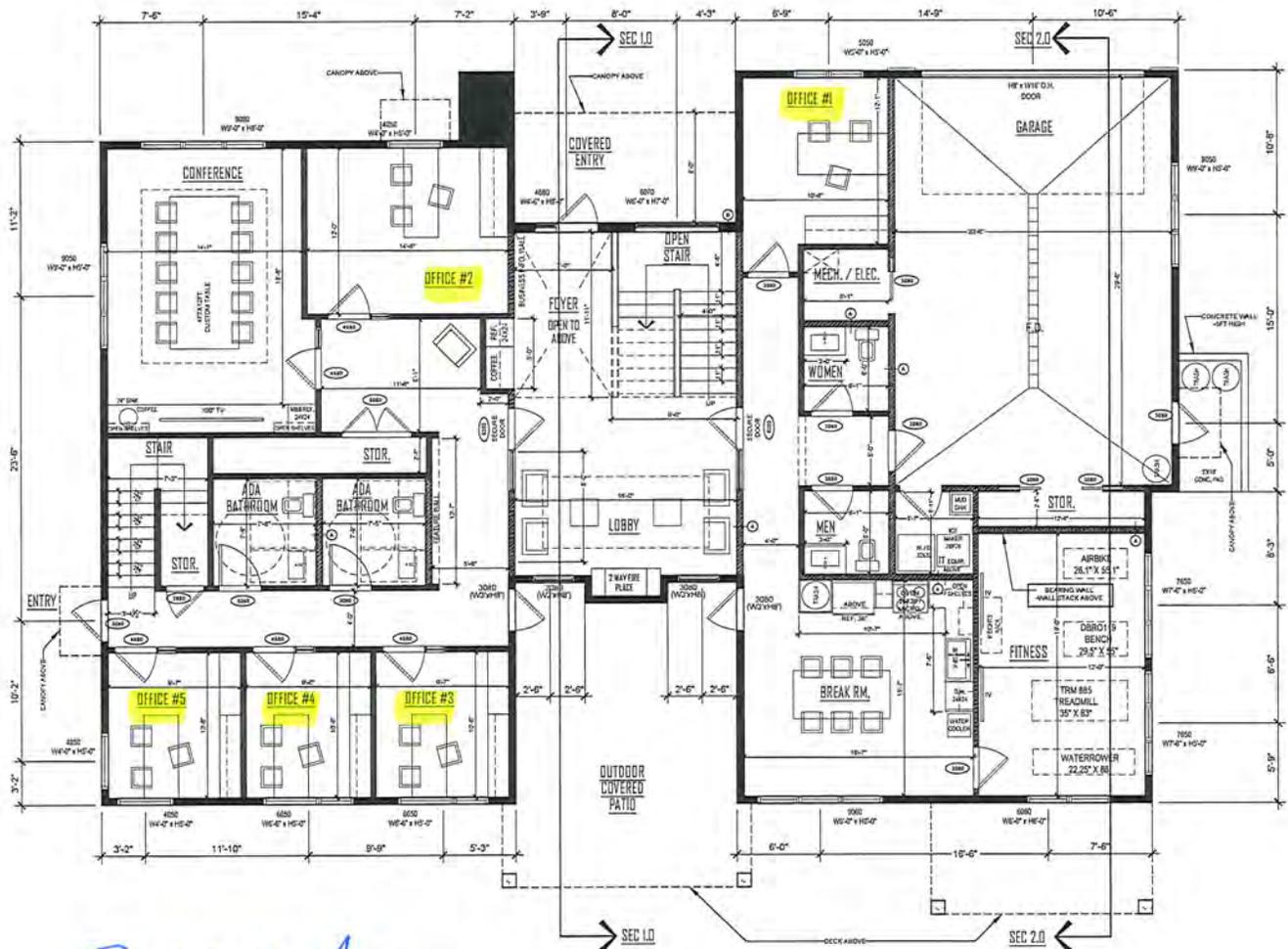
For a total of 44 parking spaces required over the two buildings/lots.

As you will see on the attached civil plan, there are 33 parking spaces provided over the two lots. Thus, Oakridge Office Condos is requesting a parking reduction of 11 parking spaces over the two lots. While still providing five (5) parking spaces over the number of offices (28) that will be utilizing the spaces on a daily basis. Furthermore, the end user (MTE Group LLC) does not have company fleet vehicles that will be parked overnight/long term – taking up parking spaces and reducing the numbers provided for daily users.

Mr. Solberg, I thank you in advance for your review and look forward to the approval of this request. If you have any further questions or require any further information, please don't hesitate to contact me directly on my mobile phone at (320) 808-7374.

Sincerely,

Michael Graham
President



16 OFFICES

BUILDING 1
 MAIN FLOOR PLAN - 3,516 SF

- ⊙ 6" WALL
- ⊙ 8" WALL

3235 OAK RIDGE LOOP E. 1/4" = 1'-0"
WEST FARGO PAPER SIZE: 24"X36"

MAY 2019

OAK RIDGE OFFICE BUILDING

3235 Oak Ridge Loop E.,
WEST FARGO

Chris Hubbig
320.250.6455
fmcondos@gmail.com

Arch. Index

- C1.0 COVER PAGE
- C2.0 CODE REVIEW
- S1.0 SITE PLAN
- A1.0 FOUNDATION PLAN /
- A1.1 FIRST FLOOR PLAN
- A1.2 SECOND FLOOR PLAN
- A3.0 EXTERIOR ELEVATIONS
- A3.1 EXTERIOR ELEVATIONS
- A3.2 EXTERIOR VIEWS
- A3.3 EXTERIOR VIEWS
- A4.0 ROOF PLAN
- A4.1 ROOF 3D VIEWS
- A4.3 WINDOW SCHEDULES
- A4.4 WINDOW SCHEDULES
- A6.0 BUILDING SECTIONS
- A6.1 SECTIONS

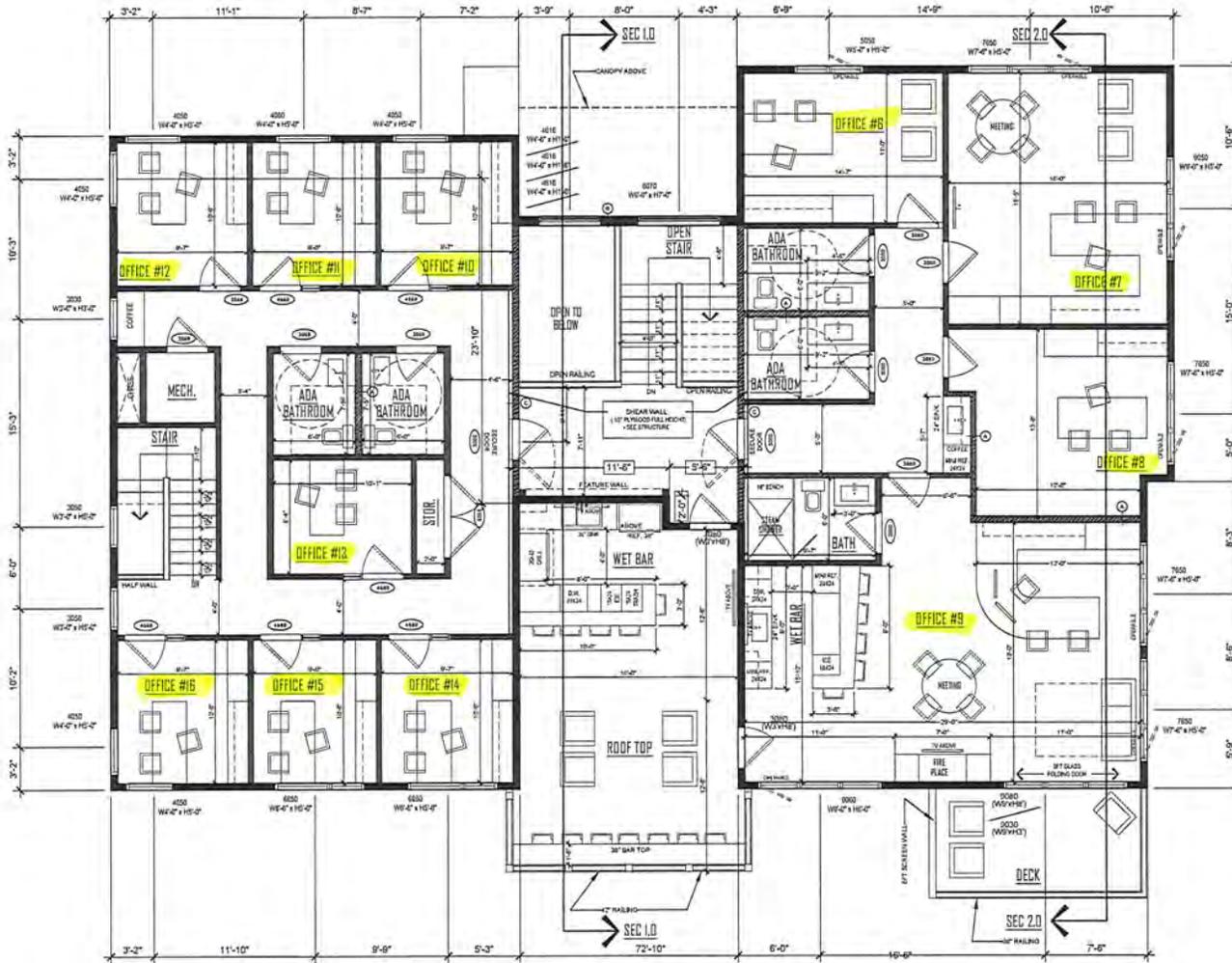
MEVOLD STUDIO

www.mevoldstudio.com
Jan Mevold
(+1) 701.306.2836
jmevold@mevoldstudio.com

I hereby certify that the plan, 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.

Signature: *Jan Mevold*
Date: 05/02/19 - 04/10/19

A1.2
2ND FLOOR PLAN

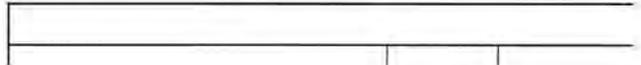
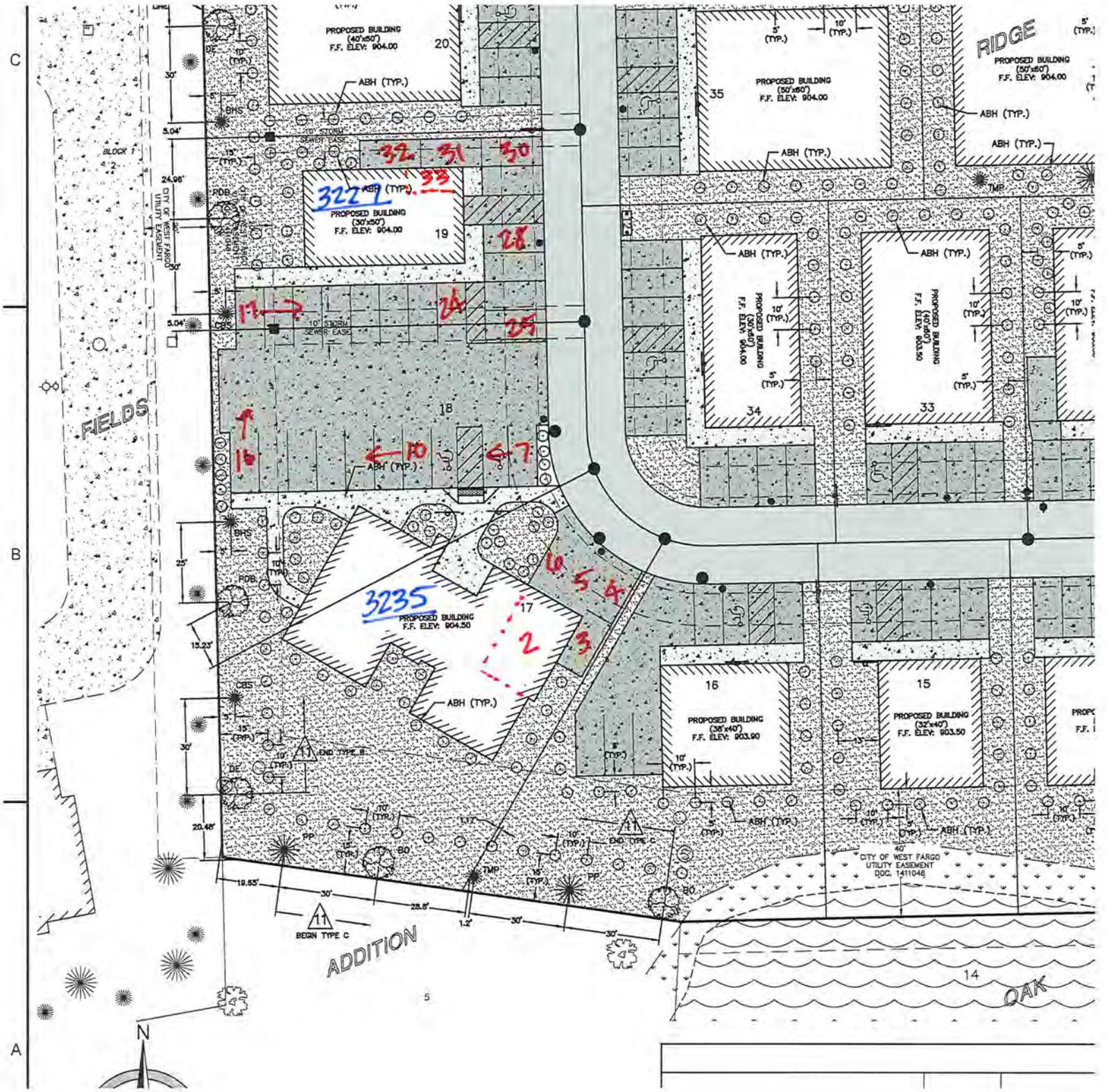


2ND FLOOR PLAN - 3,156 SF

- 6" WALL
- 8" WALL
- SHEAR WALL
(1/2" PLYWOOD FULL HEIGHT)
- SEE STRUCTURE

BUILDING 1

1/4" = 1'-0"
PAPER SIZE: 24"X36"





ENGINEERING DEPARTMENT

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

AGENDA ITEM REQUEST

*BOARD OF CITY COMMISSIONERS
WEST FARGO, NORTH DAKOTA*

OFFICE USE:

AGENDA ITEM # 3

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

1. CONTACT PERSON(s):

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

2. DATE OF MEETING: **October 7, 2019**

3. DESCRIPTION OF REQUEST:

- Review Task Order #19 for professional services relating to Sewer & Water Improvement District # 1327 – Water Distribution Loop 9th St NW.

4. LOCATION (address; legal; etc.):

- Watermain Distribution Loop – Main Avenue to North Line of BSNF Railroad Right-Of-Way

5. ACTION(S) REQUESTED:

- Approve Task Order #19 with the estimated fee of **\$114,200**.

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).

Task Order 19

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: September 19, 2019
- b. Owner: City of West Fargo
- c. Engineer: Moore Engineering, Inc.
- d. Specific Project (title): W.F. Imp. Proj. No. 1327 – Water Dist. Loop 9th St. NW
- e. Specific Project (description): Watermain Distribution Loop – Main Avenue to North Line of BNSF RR Right-Of-Way

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	\$5,500
Right-of-Way Administration	\$1,000
Permitting Administration	\$2,500
Funding Administration	\$10,600
ADDITIONAL SERVICES SUBTOTAL	\$19,600

DS
9/19/19

- 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		\$860,000
Estimated Compensation based on 11% of Construction		\$94,600

DS
9/19/19

- 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	\$19,600
Estimated Compensation based on 11% of Construction	\$94,600
TOTAL ESTIMATED COMPENSATION UNDER THIS TASK ORDER	\$114,200 ✓

DS
9/19/19

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:

a. 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. 19 is September 19, 2019.

OWNER:

By:



ENGINEER:

By:



Print Name: Tina Fisk

Print Name: Lee Beauvais

Title: City Administrator

Title: Vice President

Engineer License or Firm's 011C

Certificate No. (if required): _____

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

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

E-Mail Tina.Fisk@westfargond.gov

E-Mail dan.hanson@mooreengineeringinc.com

Address: _____

Address: _____

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: _____

ORDINANCE NO. 1113

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

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

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

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

The owner or occupant of each residential or commercial premises connected with the water works system of the City shall pay for all water used and consumed, a minimum service charge will be charged for distribution and maintenance. Said service charge shall be as set by resolution of the City Commission.

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

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

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

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

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

ATTEST:

City Auditor

Date of First Reading:

Date of Second Reading
and Final Passage:

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

Agenda # 5

***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: October 3, 2019

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

Renaissance Zone Application for 9th & Main LLC – 2nd Phase. At their October 2, 2019 meeting, the Economic Development Advisory Committee reviewed the application and are hereby forwarding their recommendation for approval with a condition that the materials on the building facing Main Avenue East are comprised of no more than 50% metal. The applicant has since provided that they intend to have 40.7% of the elevation faced with masonry and glass.

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

700 Main Ave E (Lot 3, Block 1 Forum Communications 1st Addition), City of West Fargo, North Dakota.

5. ACTION BEING REQUESTED FROM CITY COMMISSION:

Review and consider approval of the Renaissance Zone Application taking into consideration recommendation of the Economic Development Advisory Committee.

STAFF REPORT

Project Name: 9th & Main LLC - 2nd phase
Project Location: 700 Main. Ave. E
Contact Name: Levi
Contact Phone: 701-261-3034 **Email:** levi@dellinc.com
Purpose: Renaissance Zone Application
Background:

Timeline: Construction in Fall 2019
Leasing in Summer of 2020

Assessment Department	YES	NO
Property Taxes Current	+	
Additional Notes: <i>NPL 02-2980-00030-000 9/30/18</i>		
Planning Department	YES	NO
Property in Corridor Overlay District		
Property in Renaissance Zone		
Property in Main Ave Corridor		
Main Ave Corridor Conditions Met		
Zoning Appropriate for Proposed Project		
Sufficient/Appropriate Parking Included		
Landscape Submitted/Reviewed		
Additional Notes:		
Economic Development Department	YES	NO
Project Located in Existing Incentive Program	✓	
Project Eligible for Local Incentives	✓	
Project Eligible for State Incentives	✓	
Project Operator Received Tax Incentives within Past 5 years	✓	
City Granted Tax Incentive on Similar Project within Past 5 years	✓	
Is there Precedent for Proposed Tax Incentive		✓
Does City Recommend Approval of Application	✓	
Score:		
Reasons:		
Additional Notes:		

Camille



Assessor's Department

800 4th Ave. E, Suite 1
 West Fargo, ND 58078
 assessor@westfargond.gov

Telephone: 701-433-5340
 Fax: 701-433-5319
 assessments.westfargond.gov

Project Name: 9th & Main
Situs Address: 700 Main Ave E
Exemption Type: Renaissance Zone

Current 2019 Valuation*

**subject to change in future years*

Parcel #	Land Value	Building Value	Total T&F
02-2980-00030-000	\$ 563,900		\$ 563,900

	Land Value	Original Bldg Value	Exemption	Total
True & Full	\$ 563,900	\$ -	\$ 5,500,000	\$ 6,063,900
Taxable	\$ 28,195	\$ -	\$ 275,000	\$ 303,195
Tax Estimate	\$ 8,192	\$ -	\$ 79,904	\$ 88,096

Tax Year	Tax Payable Estimate	Exemption Estimate	Cumulative Tax Paid	Cumulative Tax Savings
2020	\$ 8,192	\$ 79,904	\$ 8,192	\$ 79,904
2021	\$ 8,192	\$ 79,904	\$ 16,385	\$ 159,808
2022	\$ 8,192	\$ 79,904	\$ 24,577	\$ 239,712
2023	\$ 8,192	\$ 79,904	\$ 32,769	\$ 319,616
2024	\$ 8,192	\$ 79,904	\$ 40,962	\$ 399,520
2025	\$ 88,096			\$ 399,520

**Taxes Payable does NOT include any specials or drain/diversion payments*

**Tax estimate is provided using 20## mill rate for all future years.*

Programs: None

Estimate of completed building value: **\$ 5,500,000**

**Estimate is based off of numbers provided by applicant*

Provided By: Nick R. Lee, City Assessor

9/30/2019

City of West Fargo Renaissance Zone Project Application

Proposed Renaissance Zone projects must be submitted to and approved by West Fargo City and the State of North Dakota prior to start of construction. Please submit a project proposal that addresses the following items:

What is the legal description and street address of proposed project?

700 ~~East~~ Main Ave East

Who are the current property owners?

9th and Main LLC

Contact phone number where you may be reached

701-261-3034

Email address you can be reached at

levi@dellinc.com

List the name of applicant and their Tax I.D. Number or Social Security Number.

Applicant's Name:

9th and Main LLC

Tax ID #:

32-0595318

SSN:

What is the current use of property?

Vacant Land

What is the square footage of the lot and of the building – each floor should be listed separately.

Building 63,000 SF
Land 173,367 SF

Type of investment ~ Is the project being funded by a Renaissance Fund Organization? If so, describe the type and amount of financing and the name of the Renaissance Fund Organization. If the project is being financed through a loan or personal financing, please indicate so.

Privately funded development project

Describe scope of work, including a detailed cost estimate of the work to be completed.

To begin redevelopment of the vacant land on 9th & Main Ave.

To construct a 63,000 sf dock high building that can be utilized by multiple commercial tenants as small as 12,600 sf. Retail, distribution, and manufacturing tenants are who this building will suit.

Provide a break out of capital improvements.

Estimate the value of the building after improvements have been completed and provide the estimated state income tax and local property tax benefit you will receive each of the five years.

Without land value, this building will cost \$5.5 million.

Describe how the project meets the zone's goals, objectives and guidelines.

Transforming raw land in the heart of
West Fargo into a development that will bring
in new business from sales and distribution to manufacturing

Extent of the exterior renovation and/or property improvements – include site plans and building plans or renderings as attachments.

Site plan included

A building permit must be obtained for the work. If known at this time, please include the permit number _____ and permit date: ___/___/___.

Provide documentation that the project cost meets the city's minimum criteria. Please attach copies of all cost estimates.

Are income and property taxes current? Attach a copy of a Certificate of Good Standing from the State Tax Commissioner and copies of receipts showing proof that local real estate taxes have been paid.

Yes

For residential applicants only ~ please answer the following question:

Please provide evidence that the home is the taxpayer's primary residence.

For commercial and investment applicants only ~ please answer the following questions:

What is the business name or investor's name (trade name, doing business as)?

9th and Main LLC

What is the legal name of business, if different from trade name?

What is the mailing address ~ if different from property address?

PO Box 9949 Fargo ND 58106

For commercial and investment applicants only (Continued)

Type of Entity ~ partnership; corporation; cooperative, limited liability partnership, limited liability corporation, sole proprietorship, subchapter S corporation.

limited liability corp.

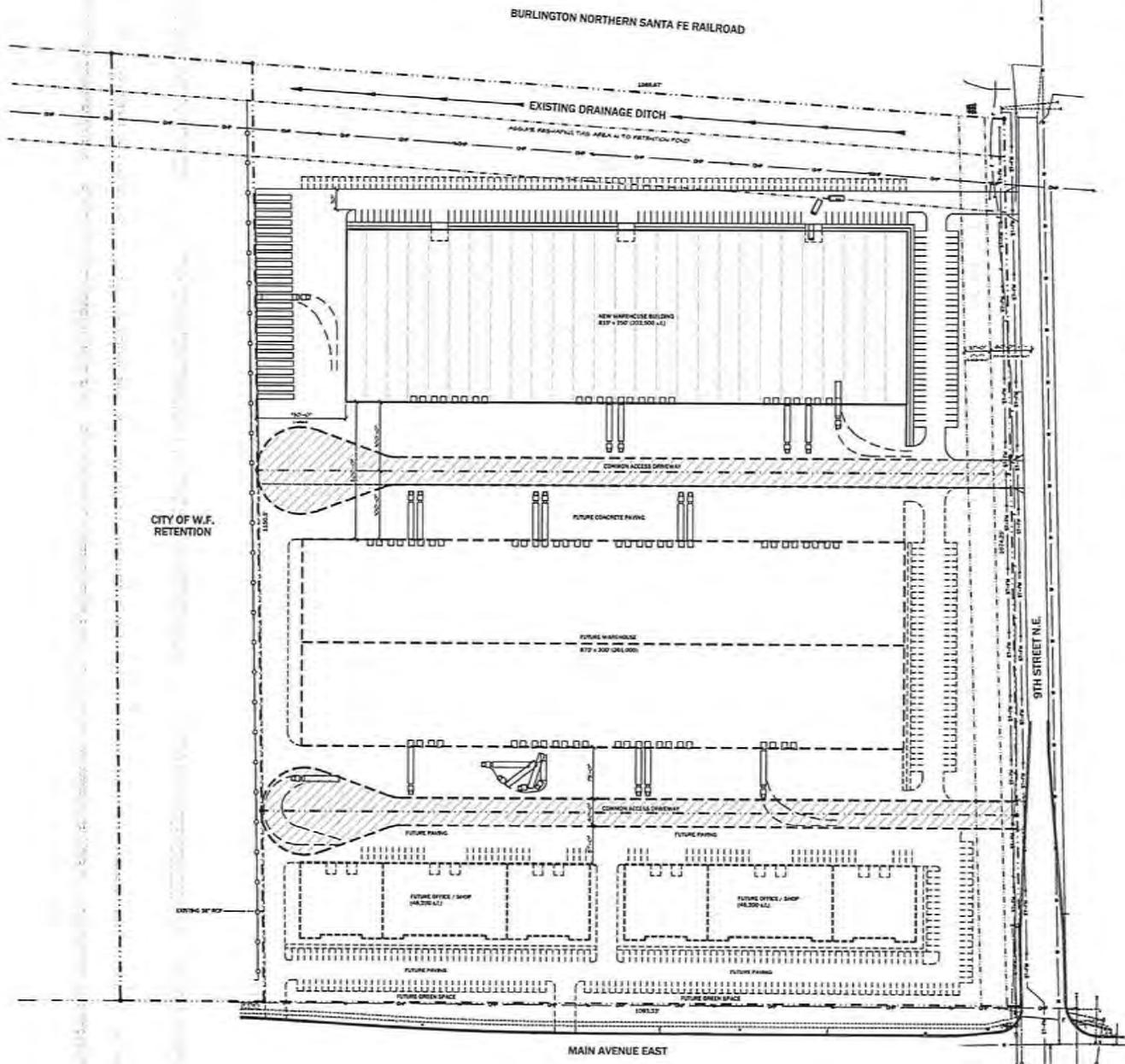
Are you subject to a financial institution tax (NDCC § 57-35.3)?

No

What is the expected date of purchase, lease, completion of rehabilitation and / or historical preservation and renovation, and the exact date when it occurs? For purchase with major improvements include the expected and final purchase date, the expected date of occupancy or first rental, and the final dates when they occur.

Break ground Fall 2019

Ready to lease summer 2020



**PRELIMINARY
DRAWING**

Design Subject To Change Upon
Review by Building Officials

MAIN AVENUE EAST

CONCEPT MASTER
SITE PLAN

1-20



REVISED DRAWING
Derives Previous Document
1-20-18
Date: 1-20-18
Project Manager: [Name]

OLAF ANDERSON
ARCHITECTS

PHONE: 701.233.2000
FAX: 701.233.2001

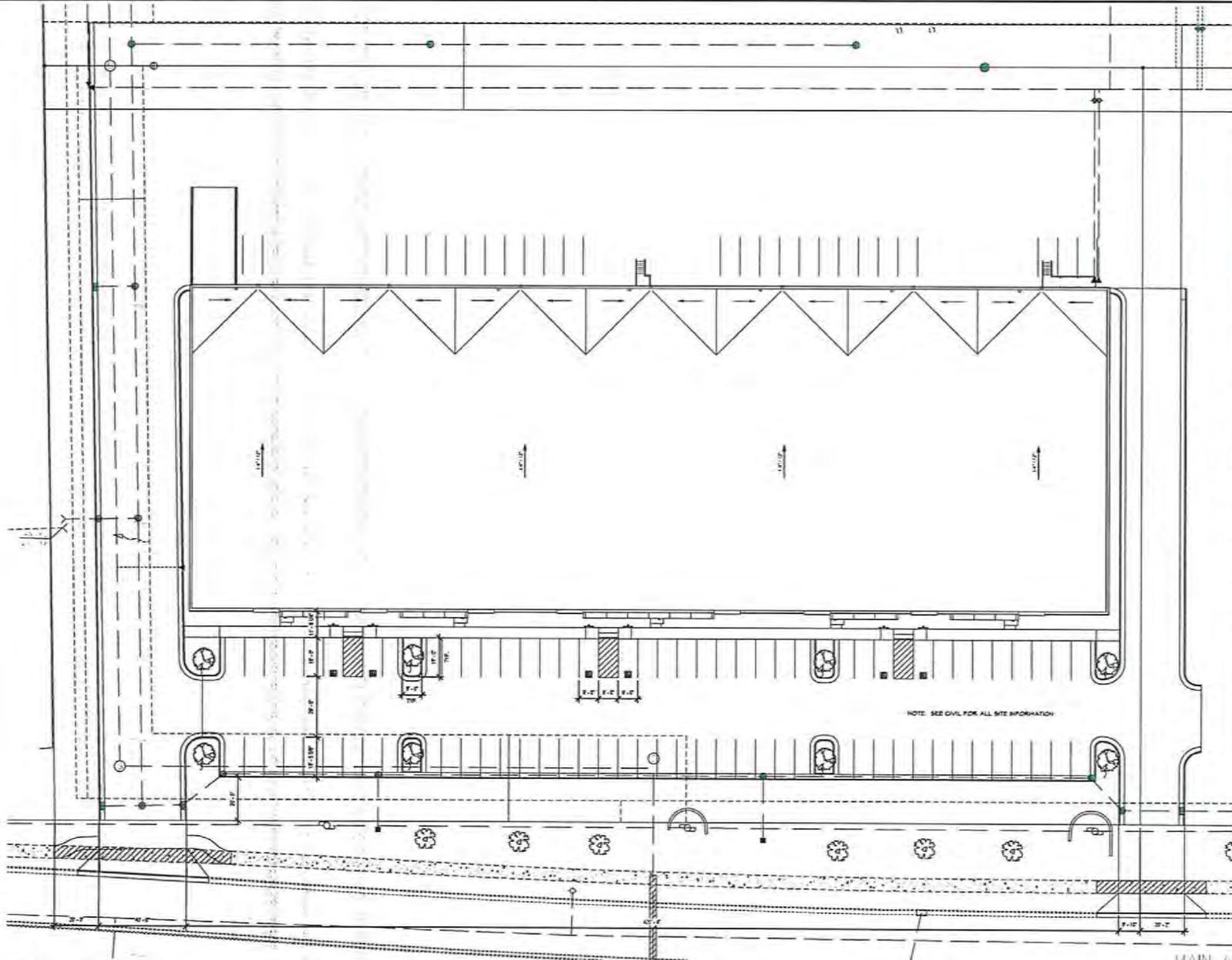
1000 13th Street SW, Suite 100
Fargo, ND 58103

DATE: 11-29-18
DRAWN BY: TOM
FILE NAME: 2018-0314
REVISIONS:
A 1-27-18
1-23-18
1-25-18

9TH & Main Development

WEST FARGO, ND 58078

CONCEPT MASTER SITE
SP



1 Site/Roof Plan
SCALE 1/8"=1'-0"

NOTE: SEE CIVIL FOR ALL SITE INFORMATION

MAIN

OLAF ANDERSON
GENERAL CONTRACTOR

1010 1st Avenue SW, Fargo, ND 58103
701.785.1234

PROJECT NO. _____
DATE _____
DRAWN BY _____
CHECKED BY _____

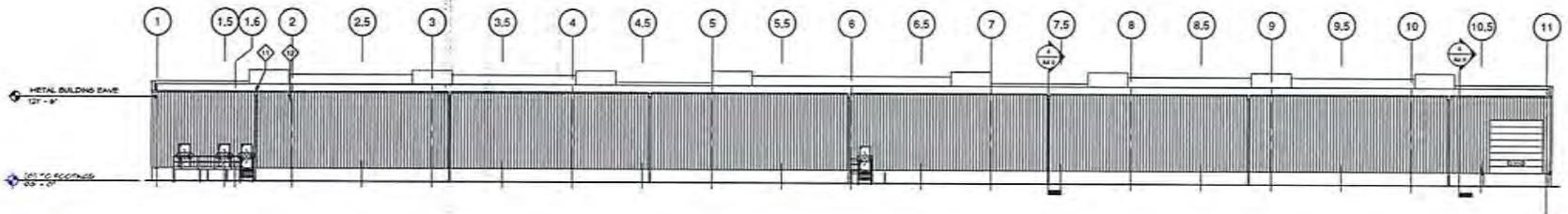
DATE APPROVED _____
DRAWN BY: TFC
P.L.S. NAME: SP10-02

REVISIONS:

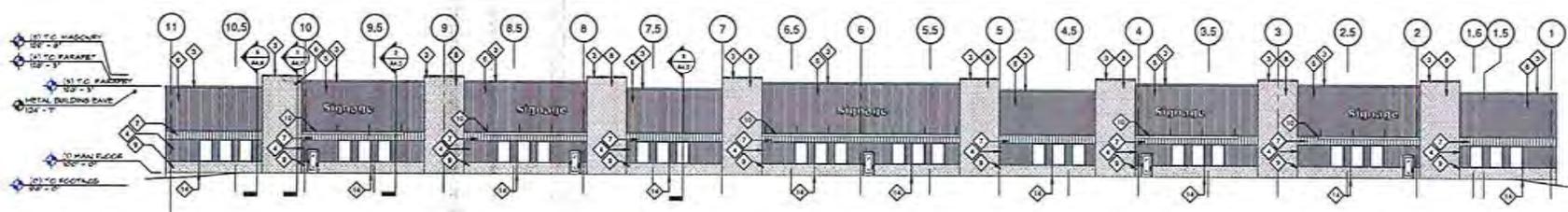
1	7-1-2019
2	8-20-2019

9th & Main Commercial
Southwest Building
860 Main Avenue East
West Fargo, ND

SITE/ROOF PLAN
SP1.0

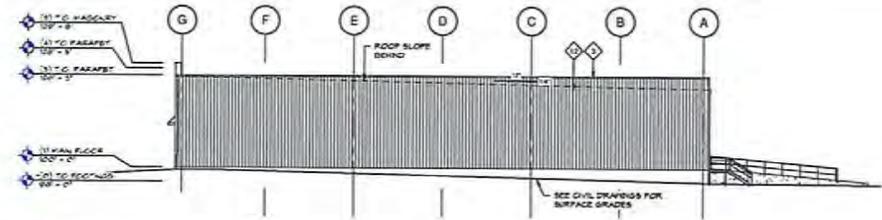


1 North Elevation
SCALE: 1/16" = 1'-0"

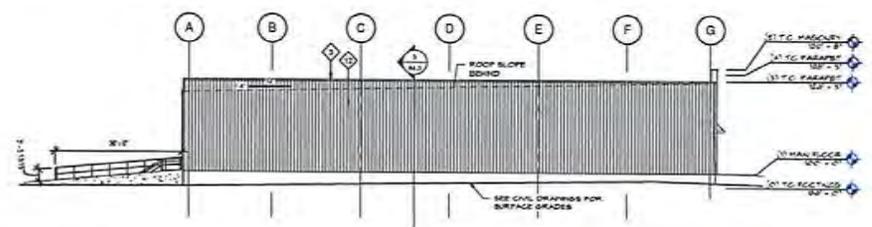


2 South Elevation
SCALE: 1/16" = 1'-0"

- ◆ KEYNOTES ◆
- 3 WHITE CAP FLASHING
 - 4 1/2" PANEL - DARK GRAY
 - 5 1/2" PANEL - LIGHT GRAY
 - 7 FACELAD FLUSH PANEL PANEL, WHITE
 - 8 2" BURNISHED BLOCK NATURAL COLOR
 - 9 4" BURNISHED BLOCK NATURAL COLOR
 - 10 ALUMINUM SIDING
 - 11 GUTTER AND DOWNSPOUTS TYP.
 - 12 METAL BUILDING WALL PANEL
 - 14 CONTROL JOINT



3 East Elevation
SCALE: 1/16" = 1'-0"



4 West Elevation
SCALE: 1/16" = 1'-0"

OLAF ANDERSON
GENERAL CONTRACTORS

1001 13th Street SW, Fargo, ND 58103
701.785.1234

DATE: 7-1-2019
DRAWN BY: TNC
FILE NAME: SW-003

REVISIONS:

1	7-1-2019	
2	7-24-2019	

DATE APPROVED: _____
DRAWN BY: TNC
FILE NAME: SW-003

REVISIONS:

1	7-1-2019	
2	7-24-2019	

9th & Main Commercial
Southwest Building
860 Main Avenue East
West Fargo, ND

EXTENSION ELEVATIONS
A2.0



STATE OF NORTH DAKOTA
OFFICE OF STATE TAX COMMISSIONER
RYAN RAUSCHENBERGER, COMMISSIONER

May 10, 2019

Ref: L0831683328

LEVI ARNESON
9TH & MAIN LLC
PO BOX 9949
FARGO ND 58106-9949

RE: Renaissance Zone Certificate Of Good Standing, State Income And Sales Taxes Only

This letter is evidence of good standing as required by the North Dakota Division of Community Services for purposes of obtaining final approval of a renaissance zone project.

As of the date of this letter, the records in the North Dakota Office of State Tax Commissioner do not show probable cause to believe that any income taxes (including income tax withheld from wages) or sales and use taxes are due and owing to the State of North Dakota by the following taxpayer:

Taxpayer's Name: 9TH & MAIN LLC
SSN or FEIN: 32-0595318

This letter must be submitted (as part of the zone project application) to the local zone authority for the renaissance zone in which the proposed zone project will be located. Please keep a copy of this letter for your records.

/s/ Lorie Bowker

Lorie Bowker
Supervisor, Individual Income Tax and Withholding
Phone: (701) 328-1296
Email: lbowker@nd.gov

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING CONTRACT AND CONTRACTOR'S BOND
IN SEWER, WATER, STORM AND STREET IMPROVEMENT DISTRICT NO. 1325

BE IT RESOLVED by the City Commission of the City of West Fargo, North Dakota, that it is hereby found, determined and declared that the contract heretofore entered into by and between the City of West Fargo and KPH, Inc., is in full conformity with the law, including Section 40-22-36 of the North Dakota Century Code; that the contractor's bond of KPH, Inc., heretofore received and filed with the City Auditor is in full conformity with the law including Section 48-02-06.2 of the North Dakota Century Code; and that the contract and contractor's bond are hereby approved.

Dated: October 7, 2019.

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. On roll call vote, the following commissioners voted aye: _____
_____. The following commissioners voted nay: none. The following commissioners were absent and not voting: _____.
The majority having voted aye, the motion carried and the resolution was duly adopted.