



West Fargo City Commission Meeting  
Monday December 18, 2017  
Commission Chambers 5:30 PM

- A. Pledge of Allegiance
- B. Approve Order of Agenda
- C. Approval of Minutes – December 4, 2017 (Pg 2-12)
- D. Building Permits
- E. November Auditor Report (Pg 13-19)

**Consent Agenda – Approve the Following:**

- a. Bills
- b. November Payroll Checks (Pg 20)
- c. Pledging of Securities (Pg 21)
- d. Games of Chance for Bikers for Boobs. Games Conducted: Raffle on 1/1/2018 - 6/2/2018 at Motorheadz Boutique, 1420 9 St E. (Pg 22)
- e. Application for the West Fargo Airport Authority Board for Matthew Retka (Pg 23)
- f. Schedule a Public Hearing on January 15, 2018 for the LAG 1<sup>st</sup> Addition, Replat, Subdivision and Rezoning from A: Agricultural to HC: Heavy Commercial (Pg 24-25)
- g. Final Plat Approval for Steffes 7<sup>th</sup> Addition, a replat (Pg 26-31)
- h. Accept the Petition for Improvements for Sewer, Water, Storm and Street Imp. Dist. No. 1314, Create Assessment District for Sewer, Water, Storm and Street Imp. Dist. No. 1314, Authorize Engineer to prepare Engineer's Report, Approve Engineer's Report for Sewer, Water, Storm and Street Imp. Dist. No. 1314, Authorize preparation of Plans & Specs, Approve Plans & Specs for Sewer, Water, Storm and Street Imp. Dist. No. 1314, Authorize Ad for Bids for Sewer, Water, Storm and Street Imp. Dist. No. 1314 (Pg 32-46)

**Regular Agenda**

- 1. Master Agreement for Fire Protection Services – John Shockley, Tina Fisk (Pg 47-62)
- 2. Review and Approve the Aerial Mosquito Control Services Contract with Airborne Spraying for 2018-2020 – Tina Fisk (Pg 63-73)
- 3. Review of Pioneer Place 1<sup>st</sup> Addition, Replat & Rezoning from C: Light Commercial to PUD: Planned Unit Development – Tim Solberg (Pg 74-104)
- 4. Review and Approve Conditional Use Permit for expansion of a landscaping business – Tim Solberg (Pg 105-115)
- 5. Report from the City Administrator
- 6. Non-Agenda Items
- 7. Correspondence
- 8. Adjourn



West Fargo City Commission Meeting  
Monday, December 4, 2017  
Commission Chambers 5:30 PM

The West Fargo City Commission met on Monday December 4, 2017, at 5:30 pm. Those present were Duane Hanson, Mark Simmons, Rich Mattern, Mark Wentz and Mike Thorstad. The President of the Board Rich Mattern called the meeting to order.

The Pledge of Allegiance was recited.

Commissioner Mattern advised that the Pledging of Assets (Consent Agenda Item "c") would be moved to the December 18 meeting. Commissioner Hanson moved and Commissioner Wentz seconded to approve the order of agenda. No opposition. Motion carried.

Commissioner Simmons moved and Commissioner Thorstad seconded to approve the minutes of November 20, 2017. No opposition. Motion carried.

The Commission reviewed the Building Department Activity Report dated December 4, 2017 and Building Permits #832-840.

Commissioner Wentz moved and Commissioner Hanson seconded to approve the following items from the Consent Agenda:

- a. Bills
- b. October Payroll Checks
- c. Pledging of Assets – moved to December 18 meeting

No opposition. Motion carried.

City Planning Director Larry Weil appeared before the Commission regarding the First Reading and Public Hearing concerning the Highland Meadows 3<sup>rd</sup> Addition, a Replat and Rezoning from R-1: One & Two Family Dwellings to R-1SM: Mixed One & Two Family Dwellings. The public hearing was held. There was no public comment. The public hearing was closed. After discussion, Commissioner Simmons moved and Commissioner Thorstad seconded to approve the first reading of the Highland Meadows 3<sup>rd</sup> addition.

City Attorney John Shockley appeared before the Commission for a Public Hearing regarding a Resolution Determining That Not Sufficient Protests Were Filed on Improvement in Street Improvement District No. 2250. The public hearing was held. There was no public comment. The public hearing was closed. Commissioner Thorstad moved and Commissioner Hanson seconded to approve the Resolution Determining

That Not Sufficient Protests Were Filed on Improvement in Street Improvement District No. 2250. No opposition. Motion carried.

City Attorney John Shockley appeared before the Commission for a Public Hearing regarding a Resolution Determining That Not Sufficient Protests Were Filed on Improvement in Street Improvement District No. 2244. The public hearing was held. There was no public comment. The public hearing was closed. Commissioner Thorstad moved and Commissioner Hanson seconded to approve the Resolution Determining That Not Sufficient Protests Were Filed on Improvement in Street Improvement District No. 2244. No opposition. Motion carried.

City Attorney John Shockley appeared before the Commission regarding an amendment to modify the City of West Fargo's Ordinance 13-0305 to be consistent with wording used in state law. The amendment would change the wording to match state law. Commissioner Thorstad moved and Commissioner Wentz seconded to place on First Reading. No opposition. Motion carried.

Commissioner Simmons and Commissioner Wentz accepted their re-appointments to FM Metro Cog for 2018. Commissioner Hanson moved and Commissioner Thorstad seconded to approve the appointments. No opposition. Motion carried.

Commissioner Simmons moved and Commissioner Wentz seconded to move the Monday, January 1, 2018 Commission meeting to Monday, January 15, 2018 due to the New Year's holiday. No opposition. Motion carried.

City Administrator Tina Fisk appeared before the Commission regarding the Administrator's Report and discussed the following:

- 2 outstanding construction projects remaining
- Moore Engineering Christmas Party on December 14
- Recognition of City Engineer Dustin Scott for being featured in Prairie Business Magazine's 40 Under 40
- Code Enforcement meeting on December 4, finding a more proactive approach to code enforcement
- Starting research on a renter's program to inspect all properties before tenants move in. Will provide more updates.

Commissioner Mattern called for an eight-minute recess before the 6:00 hearing regarding the revocation of the liquor and beer license of African Rainforest LLP.

City Engineer Dustin Scott appeared before the Commission to show a 30 second time-lapse video of the 12<sup>th</sup> Avenue North roundabout paving project.

City Attorney John Shockley and City Administrator Tina Fisk appeared before the Commission concerning the revocation of the liquor and beer license of African Rainforest LLP. The hearing was opened. African Rainforest LLP owner Stephen Luogon

appeared before the Commission regarding the hearing. West Fargo Police Department Sergeant Randy Burkhartsmeier appeared before the Commission and provided the police report and violations found at African Rainforest LLP. The hearing was closed. After discussion, Commissioner Simmons moved and Commissioner Hanson seconded to revoke the liquor and beer license of African Rainforest LLP. No opposition. Motion carried.

There was no correspondence.

Commissioner Hanson moved and Commissioner Wentz seconded to adjourn the meeting. No opposition. Meeting was adjourned.

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Rich Mattern  
President of the Board

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Tina Fisk  
City Auditor

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Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
76076	S	2499 FM CONVENTION & VISITORS BUREAU	1504.79	12/05/17			
						CL 76452	1504.79
76077	S	2499 FM CONVENTION & VISITORS BUREAU	752.39	12/05/17			
						CL 76453	752.39
76078	S	489 3-D SPECIALITIES	629.90	12/05/17			
						CL 76437	490.61
						CL 76439	139.29
76079	S	289 ACME TOOLS	92.30	12/05/17			
						CL 76416	31.84
						CL 76417	1.88
						CL 76423	58.58
76080	S	2742 AMBASSADOR INC	7218.59	12/05/17			
						CL 76565	7218.59
76081	S	1758 ANDERSON, BOTTRELL, SANDEN & THOMPSON	50.00	12/05/17			
						CL 76382	50.00
76082	S	1384 AUTO SPA	55.00	12/05/17			
						CL 76381	55.00
76083	S	31 BERG AUTO SUPPLY, LLC	746.10	12/05/17			
						CL 76493	746.10
76084	S	1403 BLUE TARP FINANCIAL, INC	52.49	12/05/17			
						CL 76366	52.49
76085	S	26 BORDER STATES ELECTRIC SUPPLY	201.14	12/05/17			
						CL 76358	53.70
						CL 76360	147.44
76086	S	999999 BRIAN JACOBSON	315.00	12/05/17			
						CL 76518	315.00
76087	S	16 BROKERAGE PRINTING	52.60	12/05/17			
						CL 76479	52.60
76088	S	351 BUSINESS ESSENTIALS	1794.73	12/05/17			
						CL 76346	202.85
						CL 76351	374.81
						CL 76477	161.86
						CL 76506	1055.21
76089	S	3081 CALLIE ROTH	61.47	12/05/17			
						CL 76333	27.26
						CL 76537	34.21
76090	S	2384 CAMRUD FOSS CONCRETE CONST. INC.	200.00	12/05/17			
						CL 76350	200.00
76091	S	61 CASS COUNTY TREASURER	11605.23	12/05/17			
						CL 76391	125.23
						CL 76501	11480.00
76092	S	2843 CB&I INC	247264.89	12/05/17			
						CL 76546	247264.89
76093	S	2909 CC STEEL LLC	168585.18	12/05/17			
						CL 76547	168585.18
76094	S	1512 CDW GOVERNMENT, INC	3639.95	12/05/17			
						CL 76355	90.59
						CL 76457	3228.36
						CL 76466	245.01
						CL 76474	75.99

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76095	S	56 CENTRE, INC.	350.00	12/05/17			
76096	S	928 CHRISTIANSON'S BUSINESS FURNITURE	5917.37	12/05/17		CL 76377	350.00
76097	S	2097 CITI LITES	3387.00	12/05/17		CL 76467	5917.37
76098	S	111 CITY OF FARGO	25237.58	12/05/17		CL 76520	3387.00
76099	S	2138 CITY OF SAINT PAUL	340.00	12/05/17		CL 76352 CL 76527	21966.58 3271.00
76100	S	66 CITY OF WEST FARGO-PETTY CASH	287.45	12/05/17		CL 76342	340.00
76101	S	999999 CLARENCE JONES	58.00	12/05/17		CL 76563	287.45
76102	S	999999 CPC FARGO, LLC	167.20	12/05/17		CL 76330	58.00
76103	S	60 CROSSCOUNTRY FREIGHT SOLUTIONS	89.69	12/05/17		CL 76331	167.20
76104	S	65 CURT'S LOCK & KEY	1711.56	12/05/17		CL 76407	89.69
76105	S	662 CUSTOM GRAPHICS, INC	235.00	12/05/17		CL 76357	1711.56
76106	S	1675 DAKOTA FLUID POWER, INC	90.73	12/05/17		CL 76512	235.00
76107	S	624 DAKOTA SUPPLY GROUP	4758.16	12/05/17		CL 76448	90.73
76108	S	87 DAKOTA TIRE	40.00	12/05/17		CL 76368 CL 76369 CL 76395 CL 76432 CL 76490	691.22 66.30 480.48 3000.00 520.16
76109	S	90 DAKOTA UNDERGROUND	1757707.20	12/05/17		CL 76392 CL 76442	20.00 20.00
76110	S	1121 DAWSON INSURANCE	50.00	12/05/17		CL 76548 CL 76549 CL 76551 CL 76552 CL 76553 CL 76554 CL 76555 CL 76557	38447.60 131622.95 226554.90 374402.73 43036.87 34718.75 31648.00 877275.40
76111	S	3102 DETCON INC	230.57	12/05/17		CL 76345	50.00
						CL 76498	230.57

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76112	S	3104 DUANE HANSON	108.00	12/05/17			
						CL 76544	108.00
76113	S	2100 EAGLE RUN CROSSING LLC	22.69	12/05/17			
						CL 76497	22.69
76114	S	774 ECONOMIC DEVELOPMENT ASSOCIATION OF ND	150.00	12/05/17			
						CL 76424	150.00
76115	S	1954 FAITH LUTHERAN CHURCH	1200.00	12/05/17			
						CL 76572	1200.00
76116	S	999999 FARGO FORCE	40.00	12/05/17			
						CL 76519	40.00
76117	S	1648 FARSTAD OIL, INC	136.80	12/05/17			
						CL 76436	136.80
76118	S	329 FERGUSON WATERWORKS #2516	16972.82	12/05/17			
						CL 76364	1475.13
						CL 76365	368.78
						CL 76393	14198.18
						CL 76399	368.78
						CL 76400	8.78
						CL 76401	184.39
						CL 76451	368.78
76119	S	2637 FORCE AMERICA DISTRIBUTING LLC	84.62	12/05/17			
						CL 76478	84.62
76120	S	2012 FOREMOST PROMOTIONS	435.18	12/05/17			
						CL 76341	435.18
76121	S	104 FORUM COMMUNICATIONS	323.19	12/05/17			
						CL 76468	279.45
						CL 76469	43.74
76122	S	3016 FOX UNDERGROUND, INC.	155521.61	12/05/17			
						CL 76558	155521.61
76123	S	1857 G & K SERVICES - FARGO	81.19	12/05/17			
						CL 76449	81.19
76124	S	155 GALLS, LLC	1018.00	12/05/17			
						CL 76339	1018.00
76125	S	2558 GOODYEAR COMMERCIAL TIRE	2317.17	12/05/17			
						CL 76429	890.94
						CL 76430	503.54
						CL 76433	485.62
						CL 76434	161.25
						CL 76443	112.22
						CL 76450	52.65
						CL 76529	110.95
76126	S	556 GRAINGER, INC.	110.55	12/05/17			
						CL 76482	21.45
						CL 76483	89.10
76127	S	1284 GRANT'S MECHANICAL	16193.15	12/05/17			
						CL 76559	8693.15
						CL 76568	7500.00

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76128	S	2877 GREATAMERICA FINANCIAL SERVICES	176.63	12/05/17			
76129	S	135 HAWKINS WTR TREATMENT	5482.80	12/05/17		CL 76456	176.63
76130	S	2939 HONEYWELL INTERNATIONAL INC	5238.34	12/05/17		CL 76438	3910.80
76131	S	1226 HP INC.	15638.00	12/05/17		CL 76532	1572.00
76132	S	1282 IAAO	190.00	12/05/17		CL 76378	5238.34
76133	S	2500 INLAND TRUCK PARTS & SERVICE	19.88	12/05/17		CL 76386	14269.00
76134	S	233 J & L SPORTS	35.00	12/05/17		CL 76455	1369.00
76135	S	1164 JDP ELECTRIC, INC	82152.00	12/05/17		CL 76475	190.00
76136	S	2886 JENNA WILM	288.17	12/05/17		CL 76394	19.88
76137	S	2735 KADRMAS, LEE & JACKSON, INC	275000.00	12/05/17		CL 76370	35.00
76138	S	2122 KEY CONTRACTING	88810.85	12/05/17		CL 76566	82152.00
76139	S	2352 KLM ENGINEERING, INC	54913.90	12/05/17		CL 76379	288.17
76140	S	693 KPH, INC	155922.05	12/05/17		CL 76502	275000.00
76141	S	260 LAR'S BODY SHOP	2260.60	12/05/17		CL 76560	88810.85
76142	S	578 LARRY WEIL	108.00	12/05/17		CL 76390	54913.90
76143	S	705 LAWSON PRODUCTS	50.54	12/05/17		CL 76561	155922.05
76144	S	711 LUTHER FAMILY FORD	287.97	12/05/17		CL 76514	15922.05
76145	S	675 LYNN PEAVEY CO.	856.50	12/05/17		CL 76507	2260.60
76146	S	301 MACS INC	626.10	12/05/17		CL 76541	108.00
76147	S	2457 MATT MARSHALL	267.83	12/05/17		CL 76406	50.54
						CL 76348	232.88
						CL 76373	55.09
						CL 76343	191.50
						CL 76460	360.00
						CL 76514	305.00
						CL 76362	473.61
						CL 76487	139.91
						CL 76489	12.58
						CL 76332	30.26
						CL 76538	25.13
						CL 76545	212.44

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76148	S	299 MENARDS	167.98	12/05/17	_____	CL 76359 CL 76447 CL 76461 CL 76464	5.88 51.98 36.45 73.67
76149	S	999999 MERIDIAN	653.42	12/05/17	_____	CL 76516	653.42
76150	S	999999 MERIDIAN	60.00	12/05/17	_____	CL 76517	60.00
76151	S	2766 MIDCONTINENT COMMUNICATIONS	588.33	12/05/17	_____	CL 76425 CL 76536	85.00 503.33
76152	S	102 MIDSTATES WIRELESS	3152.25	12/05/17	_____	CL 76340 CL 76383 CL 76402 CL 76504	324.00 23.25 330.00 2475.00
76153	S	2360 MIKE THORSTAD	865.20	12/05/17	_____	CL 76465	865.20
76154	S	908 MILES ORTH	21.00	12/05/17	_____	CL 76336	21.00
76155	S	305 MOORE ENGINEERING	325572.56	12/05/17	_____	CL 76426 CL 76539 CL 76564	87500.00 235615.06 2457.50
76156	S	673 MOORHEAD ELECTRIC	10983.10	12/05/17	_____	CL 76389	10983.10
76157	S	1786 MORPHOTRAK, LLC	4057.00	12/05/17	_____	CL 76515	4057.00
76158	S	688 MOTOROLA SOLUTIONS, INC	5067.90	12/05/17	_____	CL 76510	5067.90
76159	S	2753 MOUNTAIN PLAINS YOUTH SERVICES/YOUTHWORK	12500.00	12/05/17	_____	CL 76513	12500.00
76160	S	2969 MTI DISTRIBUTING INC	116.14	12/05/17	_____	CL 76444	116.14
76161	S	628 MTW TOWING	85.00	12/05/17	_____	CL 76344	85.00
76162	S	298 MVTL LABORATORIES	2165.00	12/05/17	_____	CL 76367 CL 76533 CL 76534	786.00 894.00 485.00
76163	S	756 NELCO FIRST AID	105.55	12/05/17	_____	CL 76530	105.55
76164	S	364 NELSON INTERNATIONAL	585.13	12/05/17	_____	CL 76372	585.13
76165	S	271 NETWORK CENTER COMMUNICATIONS	210.00	12/05/17	_____	CL 76458	210.00

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76166	S	2938 NEW CENTURY PRESS	1174.00	12/05/17	_____	CL 76387 CL 76470	219.00 955.00
76167	S	2626 NICK LEE	64.44	12/05/17	_____	CL 76354	64.44
76168	S	141 NORTH STAR SAFETY, INC	236.76	12/05/17	_____	CL 76397 CL 76431	77.96 158.80
76169	S	2334 NORTHERN PLAINS CONTRACTING, INC	64298.66	12/05/17	_____	CL 76562	64298.66
76170	S	331 NORTHERN STATES SUPPLY	247.74	12/05/17	_____	CL 76480 CL 76481	239.26 8.48
76171	S	330 NORTHWESTERN EQUIP INC.	167.50	12/05/17	_____	CL 76422 CL 76525	83.75 83.75
76172	S	1017 O'KEEFFE, O'BRIEN, LYSON & FOSS LTD	4500.00	12/05/17	_____	CL 76388	4500.00
76173	S	1774 O'REILLY AUTOMOTIVE STORES, INC	105.69	12/05/17	_____	CL 76494	105.69
76174	S	353 OHNSTAD TWICHELL	19194.14	12/05/17	_____	CL 76496 CL 76500 CL 76567	15581.44 3368.70 244.00
76175	S	352 OK TIRE	165.00	12/05/17	_____	CL 76361	165.00
76176	S	399 OLYMPIC SALES	2646.00	12/05/17	_____	CL 76375	2646.00
76177	S	3101 OPEN AIR BRANDS / FENIX	1832.97	12/05/17	_____	CL 76473	1832.97
76178	S	276 OSTROMS ACE HARDWARE	1007.37	12/05/17	_____	CL 76347 CL 76495 CL 76526	6.98 884.15 116.24
76179	S	563 PETRO SERVE USA	1344.24	12/05/17	_____	CL 76363 CL 76403 CL 76404 CL 76408 CL 76410 CL 76435 CL 76441 CL 76445 CL 76484 CL 76485 CL 76486 CL 76488 CL 76491 CL 76492 CL 76531	98.93 145.59 62.71 248.22 27.31 122.76 68.91 83.89 151.32 114.52 41.62 36.63 4.13 53.75 83.95

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76180	S	1843 PHILIPS HEALTHCARE	5912.40	12/05/17			
						CL 76508	5912.40
76181	S	411 POWER PLAN OIB	158.64	12/05/17			
						CL 76396	158.64
76182	S	1166 PRODUCTIVITY PLUS ACCOUNT	564.49	12/05/17			
						CL 76411	33.75
						CL 76412	9.90
						CL 76414	381.26
						CL 76428	139.58
76183	S	1253 PROTECTION SYSTEMS, INC	8140.00	12/05/17			
						CL 76356	8140.00
76184	S	291 RICH MATTERN	148.00	12/05/17			
						CL 76542	148.00
76185	S	3100 ROCKY MOUNTAIN PRINT SOLUTIONS	89.42	12/05/17			
						CL 76337	89.42
76186	S	441 S & S LANDSCAPING	334.00	12/05/17			
						CL 76419	334.00
76187	S	452 SAM'S CLUB	476.27	12/05/17			
						CL 76384	296.04
						CL 76409	65.79
						CL 76505	97.20
						CL 76521	17.24
76188	S	450 SCHEELS	2036.19	12/05/17			
						CL 76338	2021.20
						CL 76440	14.99
76189	S	2512 SCOTT DIAMOND	400.00	12/05/17			
						CL 76573	400.00
76190	S	639 SECRETARY OF STATE	36.00	12/05/17			
						CL 76385	36.00
76191	S	2535 SKOOTER'S PLUMBING	480.71	12/05/17			
						CL 76405	480.71
76192	S	3103 SOUTHPOINTE SERVICE CENTER	756.31	12/05/17			
						CL 76499	756.31
76193	S	2581 STALKER RADAR APPLIED CONCEPTS, INC	51.40	12/05/17			
						CL 76509	51.40
76194	S	274 STEVE MOTTINGER	3166.66	12/05/17			
						CL 76427	3166.66
76195	S	38 STRATA CORPORATION	1089.66	12/05/17			
						CL 76371	1089.66
76196	S	88 STREICHER'S	220.79	12/05/17			
						CL 76380	15.99
						CL 76472	204.80
76197	S	2217 TINA FISK	4274.50	12/05/17			
						CL 76540	4274.50
76198	S	1234 TOOL WAREHOUSE INC	26.33	12/05/17			
						CL 76398	26.33
76199	S	1285 TRAFFIC CONTROL CORPORATION	1890.00	12/05/17			
						CL 76535	1890.00

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76200	S	665 TWIN CITY GARAGE DOOR	135.00	12/05/17	_____		
						CL 76528	135.00
76201	S	3084 VARIDESK	2682.05	12/05/17	_____		
						CL 76522	2682.05
76202	S	686 WDAY	160.00	12/05/17	_____		
						CL 76471	160.00
76203	S	2184 WEST SIDE STEEL	68.97	12/05/17	_____		
						CL 76374	68.97
76204	S	549 WF PUB SCHOOLS DIST #6	450.00	12/05/17	_____		
						CL 76524	450.00
76205	S	338 XCEL ENERGY	1362.99	12/05/17	_____		
						CL 76334	121.47
						CL 76413	122.06
						CL 76415	112.15
						CL 76418	194.99
						CL 76420	411.19
						CL 76421	315.60
						CL 76503	85.53
76208 *	S	549 WF PUB SCHOOLS DIST #6	300.00	12/05/17	_____		
						CL 76446	300.00
<b>Total for Claim Checks</b>			<b>3627870.24</b>				
Count for Claim Checks							131

\* denotes missing check number(s)

# of Checks: 131                      Total: 3627870.24

# November Auditor Report

12/12/17  
12:20:00

CITY OF WEST FARGO, ND  
Cash Report  
For the Accounting Period: 11/17

Page: 1 of 7  
Report ID: L160

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
1000 GENERAL						
101000 CASH - OPERATING	12,959,924.83	1,211,126.67	0.00	428.29	1,118,992.90	13,051,630.31
1001 GENERAL FUND RESERVE						
101000 CASH - OPERATING	7,785,494.88	29,894.90	0.00	0.00	7,820.20	7,807,569.58
2000 SALES TAX						
101000 CASH - OPERATING	15,376,973.89	1,040,787.17	0.00	0.00	0.00	16,417,761.06
2030 CITY'S SHARE OF SPECIALS						
101000 CASH - OPERATING	22,016.80	1,907.26	0.00	0.00	0.00	23,924.06
2050 PARK						
101000 CASH - OPERATING	179,107.95	0.00	0.00	0.00	179,107.95	0.00
2060 FIRE FUND						
101000 CASH - OPERATING	105,323.57	14,512.75	0.00	0.00	4,587.23	115,249.09
2110 GAMING FUNDS						
101000 CASH - OPERATING	48,597.50	15.85	0.00	0.00	0.00	48,613.35
2130 MUNICIPAL HIGHWAY FUND						
101000 CASH - OPERATING	989,662.65	121,958.42	0.00	757,356.82	2,449.00	351,815.25
2140 TOURIST & EVENT COMMITTEE						
101000 CASH - OPERATING	59,570.57	19.43	0.00	0.00	750.00	58,840.00
2141 FM CONVENTION VISITOR'S BUREAU						
101000 CASH - OPERATING	0.00	20,696.12	0.00	0.00	18,438.94	2,257.18
2160 CASH IN LIEU OF LAND DEDICATION						
101000 CASH - OPERATING	284,709.64	0.00	0.00	0.00	0.00	284,709.64
2200 VECTOR CONTROL						
101000 CASH - OPERATING	33,871.78	7,291.99	2.10	4.79	0.00	41,161.08
2210 FORESTRY						
101000 CASH - OPERATING	105,178.54	8,653.54	3.10	4.79	5,454.57	108,375.82
2230 CITY UTILITY						
101000 CASH - OPERATING	397,125.26	3,158.29	615.03	0.00	67,731.49	333,167.09
2240 FLOOD CONTROL						
101000 CASH - OPERATING	-270.00	0.00	0.00	0.00	0.00	-270.00
2500 NIGHT TO UNITE						
101000 CASH - OPERATING	1,016.74	0.00	0.00	0.00	0.00	1,016.74
2600 FUTURE BUILDING						
101000 CASH - OPERATING	203,470.39	66.36	0.00	0.00	25,552.89	177,983.86
2800 WEST FEST						
101000 CASH - OPERATING	32,178.82	300.00	0.00	0.00	2,365.00	30,113.82
2900 CRUISE NIGHT						
101000 CASH - OPERATING	13,148.24	0.00	0.00	0.00	0.00	13,148.24
2950 ASSET FORFEITURES						
101000 CASH - OPERATING	89,464.00	0.00	0.00	0.00	5,952.00	83,512.00
102000 Cash - Restricted	23,330.55	0.00	0.00	0.00	0.00	23,330.55
<b>Total Fund</b>	<b>112,794.55</b>				<b>5,952.00</b>	<b>106,842.55</b>
2960 ECONOMIC DEVELOPMENT						
101000 CASH - OPERATING	-141,254.98	600.85	0.00	0.00	144,925.91	-285,580.04
2970 CAPITAL IMPROVEMENTS						
101000 CASH - OPERATING	905,780.59	11,955.39	0.00	0.00	620.00	917,115.98

CITY OF WEST FARGO, ND  
Cash Report  
For the Accounting Period: 11/17

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
2980 SOUTH FACILITIES HOOKUP						
101000 CASH - OPERATING	2,745,299.52	895.30	0.00	0.00	0.00	2,746,194.82
3339 RIB - 2011 SERIES C						
101000 CASH - OPERATING	1,912,278.07	2,057.50	0.00	0.00	0.00	1,914,335.57
3340 RIB 2011 B (recall 2004B)						
101000 CASH - OPERATING	80,851.41	12,762.25	0.00	0.00	0.00	93,613.66
3341 RIB 2011 A (recall 2005A)						
101000 CASH - OPERATING	1,653,612.12	2,580.75	0.00	0.00	0.00	1,656,192.87
3344 6043 SIDEWALK WARRANTS 2006						
101000 CASH - OPERATING	-36,083.61	0.00	0.00	0.00	0.00	-36,083.61
3345 SIDEWALK 6042 WARRANTS 2005						
101000 CASH - OPERATING	24,429.10	7.97	0.00	0.00	0.00	24,437.07
3347 SIDEWALK 6044 WARRANTS 2007						
101000 CASH - OPERATING	13,993.43	4.56	0.00	0.00	0.00	13,997.99
3348 RIB 2008-B						
101000 CASH - OPERATING	134,413.85	497.52	0.00	0.00	0.00	134,911.37
3349 RIB 2008 - C						
101000 CASH - OPERATING	1,867,302.43	608.97	0.00	0.00	0.00	1,867,911.40
3351 R. I. B. 2009 A (from 2001/2001C/2002						
101000 CASH - OPERATING	562,024.65	5,142.37	0.00	0.00	0.00	567,167.02
3353 RIB 2009 B (from 2003 C & 2003 D)						
101000 CASH - OPERATING	247,533.28	17,984.78	0.00	0.00	0.00	265,518.06
3355 REFUND BOND 2005C						
101000 CASH - OPERATING	31,193.26	1,626.60	0.00	0.00	0.00	32,819.86
3360 RIB 2012B (Ref 2006A)						
101000 CASH - OPERATING	101,751.76	1,192.72	0.00	0.00	0.00	102,944.48
3365 RIB 2007A						
101000 CASH - OPERATING	998,905.98	3,996.17	0.00	0.00	0.00	1,002,902.15
3366 RIB 2007-B						
101000 CASH - OPERATING	1,172,363.57	27,163.20	0.00	0.00	0.00	1,199,526.77
3368 GO BONDS OF 2009						
101000 CASH - OPERATING	-940,945.12	0.00	0.00	0.00	0.00	-940,945.12
3369 MUNICIPAL BONDS 2009 NDPFA						
101000 CASH - OPERATING	193,260.53	63.03	0.00	0.00	10,967.92	182,355.64
3370 R. I. B. 2009 SERIES C						
101000 CASH - OPERATING	643,020.80	37,357.65	0.00	0.00	0.00	680,378.45
3371 R. I. B. 2010 A (refund of 2003E & 2004A)						
101000 CASH - OPERATING	1,244,287.34	6,191.25	0.00	0.00	0.00	1,250,478.59
3372 REFUNDING IMPROVEMENT BONDS 2010 B						
101000 CASH - OPERATING	494,890.78	589.81	0.00	0.00	0.00	495,480.59
3373 SIDEWALK REFUNDING BONDS 2010						
101000 CASH - OPERATING	110,260.86	0.00	0.00	0.00	0.00	110,260.86
3375 RIB - 2012A						
101000 CASH - OPERATING	2,499,358.86	6,817.01	0.00	0.00	0.00	2,506,175.87
3376 SIDEWALK REFUNDING BONDS OF 2012						
101000 CASH - OPERATING	33,631.57	10.97	0.00	0.00	0.00	33,642.54

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
3377 RIB 2012-C (Ref 2005B & 2005D)						
101000 CASH - OPERATING	753,850.78	5,364.34	0.00	0.00	0.00	759,215.12
3378 RIB 2012-D						
101000 CASH - OPERATING	4,002,890.72	7,720.96	0.00	0.00	0.00	4,010,611.68
3379 2012 Sales Tax Bonds - COSTCO						
101000 CASH - OPERATING	272,979.51	89.02	0.00	0.00	0.00	273,068.53
3380 RESERVE FUND FOR 2012 SALES TAX BONDS						
101000 CASH - OPERATING	207,215.79	67.58	0.00	0.00	0.00	207,283.37
3381 RIB 2013A						
101000 CASH - OPERATING	1,624,960.60	3,297.29	0.00	0.00	0.00	1,628,257.89
3382 RIB 2013B						
101000 CASH - OPERATING	1,839,019.90	20,817.03	0.00	0.00	90,626.87	1,769,210.06
3383 2012 SIDEWALK DISTRICT (6050)						
101000 CASH - OPERATING	-116,660.95	0.00	0.00	0.00	0.00	-116,660.95
3384 2014A REFUNDING IMPROVEMENT BOND						
101000 CASH - OPERATING	605,960.91	11,402.91	0.00	0.00	0.00	617,363.82
3385 2014B REFUNDING IMPROVEMENT BOND						
101000 CASH - OPERATING	-372,506.67	27,722.42	0.00	0.00	0.00	-344,784.25
3386 2015A RIB						
101000 CASH - OPERATING	2,341,960.83	19,841.94	0.00	0.00	0.00	2,361,802.77
3387 2015B RIB						
101000 CASH - OPERATING	2,370,334.60	9,341.08	0.00	0.00	0.00	2,379,675.68
3388 2016A RIB						
101000 CASH - OPERATING	1,501,679.64	11,675.18	0.00	0.00	0.00	1,513,354.82
3389 2017A RIB						
101000 CASH - OPERATING	-380,214.18	8,936.17	0.00	0.00	0.00	-371,278.01
3730 2067						
101000 CASH - OPERATING	363,526.78	118.55	0.00	0.00	0.00	363,645.33
3979 TIF WEST FARGO 2ND & 3RD						
101000 CASH - OPERATING	44,506.90	0.00	0.00	0.00	0.00	44,506.90
3981 TIF BONDS STERLING IND. PARK (to 3377)						
101000 CASH - OPERATING	1,172,738.26	1,551.95	0.00	0.00	0.00	1,174,290.21
3982 TIF - BUTLER (to 3360 and 3366)						
101000 CASH - OPERATING	2,327,113.52	10,418.66	0.00	0.00	0.00	2,337,532.18
3983 TIF BONDS 2009 TITAN MACHINERY (to 3370 30,000 per year)						
101000 CASH - OPERATING	477,836.63	105,192.07	0.00	0.00	0.00	583,028.70
4000 CONSTRUCTION TESTING						
101000 CASH - OPERATING	2,402.03	0.00	0.00	0.00	0.00	2,402.03
4011 3001 1ST AVE E RECONSTRUCT						
101000 CASH - OPERATING	-1,090,587.40	0.00	0.00	0.00	1,208,892.08	-2,299,479.48
4031 4057 STORM LIFT STATION (SM71)						
101000 CASH - OPERATING	383,073.09	0.00	0.00	0.00	187.20	382,885.89
4032 2241 5th ST WEST EXT. (27TH AVE W TO 28TH AVE W)						
101000 CASH - OPERATING	-291,465.40	0.00	0.00	0.00	2,514.35	-293,979.75
4033 2240 8TH AVE NW & 26TH ST NW - PAVING						
101000 CASH - OPERATING	-1,976,863.82	0.00	0.00	0.00	16,120.80	-1,992,984.62

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
4034 2242 STREET IMPROVEMENT DISTRICT						
101000 CASH - OPERATING	-88,730.50	0.00	0.00	0.00	0.00	-88,730.50
4048 4054 REGIONAL STM LIFT ((th Str & 12th Ave NE) SM70 IMPR						
101000 CASH - OPERATING	627,630.37	0.00	0.00	0.00	185.80	627,444.57
4052 4045 SOUTHSIDE GENERAL STORM SEWER DISTRICT						
101000 CASH - OPERATING	-8,330.50	0.00	0.00	0.00	0.00	-8,330.50
4053 4058 HAYDEN HEIGHTS DRAINAGE IMPROVEMENTS						
101000 CASH - OPERATING	-131,106.77	0.00	0.00	0.00	0.00	-131,106.77
4054 2243 Intersection at 9th & 13th						
101000 CASH - OPERATING	-788,220.37	0.00	0.00	0.00	71,217.00	-859,437.37
4055 4060 STORM SEWER LIFT SA 72 IMPROVEMENTS						
101000 CASH - OPERATING	-1,104,488.43	0.00	0.00	0.00	350,598.33	-1,455,086.76
4059 4059 STORM LIFT SM 33 REHABILITATION						
101000 CASH - OPERATING	-53,740.20	0.00	0.00	0.00	32,350.07	-86,090.27
4061 4061 STORM LIFT REHAB (SM 25, 28, 44)						
101000 CASH - OPERATING	-1,179,989.76	0.00	0.00	0.00	129,470.54	-1,309,460.30
4062 4062 Storm Lift SM 75 & CR 19 Abandonment						
101000 CASH - OPERATING	-118,916.21	0.00	0.00	0.00	145,207.40	-264,123.61
4278 2219 7th Ave - 17th to 45th Str SU-8992(035)036-SHARED W/FAR						
101000 CASH - OPERATING	-5,344.70	0.00	0.00	0.00	0.00	-5,344.70
4301 1279 12th AVE NORTH - 45TH STREET TO CTY RD 19						
101000 CASH - OPERATING	-11,905,959.75	0.00	0.00	0.00	711,363.30	-12,617,323.05
4302 1273 MAIN AVE PHASE III NHU-8-010(032)932						
101000 CASH - OPERATING	1,528,381.30	0.00	0.00	0.00	126,963.73	1,401,417.57
4336 1260 1.5MM GALLON WATER TANK IMPROVEMENT DISTRICT						
101000 CASH - OPERATING	-1,509,109.05	0.00	0.00	0.00	131,355.84	-1,640,464.89
4367 1289 26th STREET NE & DIVERSION RD IMPR						
101000 CASH - OPERATING	1,887,465.41	0.00	0.00	0.00	282,141.94	1,605,323.47
4369 1290 IMPROVEMENT DISTRICT AT 7TH AVE NW & CENTER ST						
101000 CASH - OPERATING	-1,972.00	0.00	0.00	0.00	0.00	-1,972.00
4371 1293 The Wild's 8th Addition						
101000 CASH - OPERATING	338,265.09	0.00	0.00	0.00	66.40	338,198.69
4372 1294 Eaglewood 5th Addition						
101000 CASH - OPERATING	310,310.51	0.00	0.00	0.00	66.20	310,244.31
4373 1295 Highland Meadows 2nd Addition						
101000 CASH - OPERATING	-1,761,577.45	0.00	0.00	0.00	1,389,993.83	-3,151,571.28
4374 1296 Lagoon System Improvements						
101000 CASH - OPERATING	-62,604.00	0.00	0.00	0.00	0.00	-62,604.00
4375 1297 LIFT STATION SA 27 & SA 40						
101000 CASH - OPERATING	-2,578,131.51	0.00	0.00	0.00	58,297.60	-2,636,429.11
4376 1298 EAGLE RUN PLAZA 5TH ADDITION						
101000 CASH - OPERATING	120,832.73	0.00	0.00	0.00	155.00	120,677.73
4377 1301 SANDHILLS 3rd ADDITION						
101000 CASH - OPERATING	-3,309,246.74	0.00	0.00	0.00	411,614.05	-3,720,860.79
4378 1292 North Pond at the Preserve 9th						
101000 CASH - OPERATING	-854,164.66	0.00	0.00	0.00	0.00	-854,164.66

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
4379 1299 Lift Station SA13 Rehabilitation						
101000 CASH - OPERATING	-128,946.49	0.00	0.00	0.00	0.00	-128,946.49
4381 1300 RIVERS BEND AT PRESERVE 4TH ADDITION						
101000 CASH - OPERATING	-1,927,636.82	0.00	0.00	0.00	138,688.28	-2,066,325.10
4382 1303 OAK RIDGE 11TH ADDITION						
101000 CASH - OPERATING	-906,227.59	0.00	0.00	0.00	16,194.72	-922,422.31
4383 1302 WATER TANK REHABILITATION						
101000 CASH - OPERATING	-683,399.90	0.00	0.00	0.00	425,391.75	-1,108,791.65
4384 1304 26th AVE W & 5th CT W						
101000 CASH - OPERATING	-274,664.80	0.00	0.00	0.00	685.40	-275,350.20
4385 1305 WILDS 9th & SA 46						
101000 CASH - OPERATING	-787,682.21	0.00	0.00	0.00	2,128,919.66	-2,916,601.87
4386 1308 FARGO WASTEWATER CONNECTION PROJECT						
101000 CASH - OPERATING	-124.00	0.00	0.00	0.00	0.00	-124.00
4387 1309 LAGOON DECOMMISSIONING PROJECT						
101000 CASH - OPERATING	-124.00	0.00	0.00	0.00	0.00	-124.00
4388 1310 South Regional Sanitary Sewer Forcemain						
101000 CASH - OPERATING	-2,978.00	0.00	0.00	0.00	17.20	-2,995.20
4389 2248 1st Ave & 10th ST E Improvement District						
101000 CASH - OPERATING	-270.00	0.00	0.00	0.00	0.00	-270.00
4391 2250 Sheyenne St (Beaton to 40th) Improvement District						
101000 CASH - OPERATING	-124.00	0.00	0.00	0.00	296.00	-420.00
4392 1311 BROOKS HARBOR WATER TOWER						
101000 CASH - OPERATING	0.00	0.00	0.00	0.00	9,075.50	-9,075.50
4393 1312 water improvement district						
101000 CASH - OPERATING	0.00	0.00	0.00	0.00	150.00	-150.00
4394 2251 13th Ave (12th-45th) Reconstruct						
101000 CASH - OPERATING	0.00	0.00	0.00	0.00	17,542.80	-17,542.80
4396 6052 SIDEWALK IMPROVEMENT DISTRICT 2016						
101000 CASH - OPERATING	-329,108.82	0.00	0.00	0.00	547.00	-329,655.82
4397 6053 Sidewalk Improvement District						
101000 CASH - OPERATING	-105,943.82	0.00	0.00	0.00	22,192.38	-128,136.20
4480 2157 13TH AVENUE W CMU8992(027)028						
101000 CASH - OPERATING	-300.00	0.00	0.00	0.00	0.00	-300.00
4498 2245 CITY STRIPING IMPROVEMENT PROJECT						
101000 CASH - OPERATING	-252,617.81	0.00	0.00	0.00	0.00	-252,617.81
4499 2244 - SHEYENNE ST CIP (SOUTH OF I94)						
101000 CASH - OPERATING	319,458.61	0.00	0.00	0.00	350,382.00	-30,923.39
4501 2246 Traffic Calming Elmwood Ct						
101000 CASH - OPERATING	-62,786.68	0.00	0.00	0.00	12,029.05	-74,815.73
4579 2234 33rd Ave E to Prairie Heights Drive Str. Impr.						
101000 CASH - OPERATING	-15,190.80	0.00	0.00	0.00	0.00	-15,190.80
4586 2239 32 & 40th Ave West to Diversion						
101000 CASH - OPERATING	983,990.91	0.00	0.00	0.00	41,486.18	942,504.73
5000 TREE PLANTING						
101000 CASH - OPERATING	480,303.18	2,256.64	0.00	0.00	5,460.00	477,099.82

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
6010 HEALTH & SANITATION						
101000 CASH - OPERATING	1,313,456.03	250,554.53	2,851.78	352.29	280,968.69	1,285,541.36
6020 SEWER AND WATER OPERATING						
101000 CASH - OPERATING	6,545,523.44	801,962.60	445.41	160,825.58	532,461.47	6,654,644.40
6040 REPL & DEPRECIATION SWOP						
101000 CASH - OPERATING	30,000.00	0.00	0.00	0.00	0.00	30,000.00
6050 SEWAGE SURCHARGE						
101000 CASH - OPERATING	300,919.54	736.79	0.00	0.00	0.00	301,656.33
6060 W/S 2012 REF (2005) RESERVE FUND						
101000 CASH - OPERATING	665,660.22	0.00	0.00	0.00	0.00	665,660.22
6070 W/S 2009 RESERVE FUND						
101000 CASH - OPERATING	601,646.26	0.00	0.00	0.00	0.00	601,646.26
7000 LIBRARY						
101000 CASH - OPERATING	1,140,362.58	20,869.13	604.66	0.00	93,548.72	1,068,287.65
7040 AIRPORT AUTH BOND CONSTRUCTION						
101000 CASH - OPERATING	137,163.24	44.73	0.00	0.00	0.00	137,207.97
7050 AIRPORT AUTHORITY						
101000 CASH - OPERATING	234,045.99	5,625.00	0.00	0.00	334.46	239,336.53
7501 MARVIN WINDOWS ESCROW SP. ASSMTS						
101000 CASH - OPERATING	170,658.00	0.00	0.00	0.00	0.00	170,658.00
7551 TITAN JOB TRAINING GRANT 5%						
101000 CASH - OPERATING	12,566.65	0.00	0.00	0.00	0.00	12,566.65
7570 ENERGY GRANT						
101000 CASH - OPERATING	15,800.00	0.00	0.00	0.00	0.00	15,800.00
7601 DOWNTOWN BUSINESS ASSOCIATION						
101000 CASH - OPERATING	10,142.01	0.00	0.00	0.00	0.00	10,142.01
7700 WINSOR GREEN SUBDIVISION						
101000 CASH - OPERATING	15,910.81	0.00	0.00	0.00	0.00	15,910.81
7710 Eagle Run 8th-Gustafson Land Development						
101000 CASH - OPERATING	118,516.89	0.00	0.00	0.00	0.00	118,516.89
7750 BORUD'S SUBDIVISION						
101000 CASH - OPERATING	21,739.37	0.00	0.00	0.00	0.00	21,739.37
7910 PAYROLL FUND						
101000 CASH - OPERATING	237,562.43	0.00	1,031,425.56	1,253,456.01	0.00	15,531.98
7930 CLAIMS FUND						
101000 CASH - OPERATING	133,532.35	0.00	9,795,527.95	9,820,643.45	0.00	108,416.85
8600 2003-1 SP ASSMT PARK-40TH AVE						
101000 CASH - OPERATING	137.76	0.00	0.00	0.00	0.00	137.76
8605 2017-1 BROOKS HARBOR ELEMENTARY PARK						
101000 CASH - OPERATING	549.30	0.00	0.00	0.00	0.00	549.30
8610 2014-2 GOLDENWOOD AREA PARK						
101000 CASH - OPERATING	664.68	0.00	0.00	0.00	0.00	664.68
8620 2011 PARK SPECIALS - MAPLE RIDGE						
101000 CASH - OPERATING	0.00	241.30	0.00	0.00	0.00	241.30
8625 Park Improvement District 2011-1						
101000 CASH - OPERATING	7,667.04	0.00	0.00	0.00	0.00	7,667.04

<b>Fund/Account</b>	<b>Beginning Balance</b>	<b>Received</b>	<b>Transfers In</b>	<b>Disbursed</b>	<b>Transfers Out</b>	<b>Ending Balance</b>
8635 2014 PARK SPECIAL ASSESSMENTS-RIVER' S BEND						
101000 CASH - OPERATING	627.56	0.00	0.00	0.00	0.00	627.56
8700 2007-1 SP ASSMT PARK BURLINGTON						
101000 CASH - OPERATING	2,307.94	1,053.81	0.00	0.00	0.00	3,361.75
9000 CDBG FUND						
101000 CASH - OPERATING	1,921.91	0.00	0.00	0.00	0.00	1,921.91
<b>Totals</b>	<b>58,701,770.49</b>	<b>3,927,397.05</b>	<b>10,831,475.59</b>	<b>11,993,072.02</b>	<b>10,831,475.59</b>	<b>50,636,095.52</b>

\*\*\* Transfers In and Transfers Out columns should match. There are a couple exceptions to this: 1) Canceled Electronic Checks and 2) Payroll Journal Vouchers that include local deductions set up with receipt accounting. Please see cash reconciliation procedure in manual or call for more details.

Check #	Payee #/Name	Check Amount	Date Issued	Period Redeemed
75850 *	DEP CARE PRETAX DISCOVERY BENEFITS	1494.65	11/07/17	11/17
75851	MNCHILDSUPPORT MINNESOTA CHILD SUPPORT	201.60	11/07/17	11/17
76048 *	ALERUS FIN/DEF ALERUS FINANCIAL SECURIT	2693.92	11/21/17	11/17
76049	COLONIAL POST T COLONIAL INSURANCE - BCN	134.50	11/21/17	11/17
76050	DEP CARE PRETAX DISCOVERY BENEFITS	1494.65	11/21/17	11/17
76051	EQ DEF COMP AXA EQUITABLE LIFE INSUR	1938.60	11/21/17	11/17
76052	FOP DUES RED RIVER VALLEY FOP LOD	544.50	11/21/17	_____
76053	FOP LEGAL FEES ND FRATERNAL ORDER OF PO	1089.00	11/21/17	_____
76054	FTJ DEF COMP TD AMERITRADE TRUST COMP	3261.60	11/21/17	11/17
76055	MAIN STAY - IRA MAIN STAY FUNDS	1651.66	11/21/17	11/17
76056	MNCHILDSUPPORT MINNESOTA CHILD SUPPORT	201.60	11/21/17	11/17
76057	NATIONWIDE NATIONWIDE INVESTMENT AD	1219.50	11/21/17	11/17
76058	NY LF DEF COMP NEW YORK LIFE INSURANCE	11631.54	11/21/17	11/17
76059	UNION DUES VICKIE PETERS - TEAMSTER	50.00	11/21/17	_____
76060	UNITED WAY UNITED WAY OF CASS CLAY	44.00	11/21/17	_____
76061	VOYA - ING DEF VOYA INSTITUTIONAL TRUST	675.00	11/21/17	11/17
76062	PENSION-NDPERS PENSION - NDPERS	93684.17	11/21/17	11/17
76063	BCBS PRETAX-DEN BLUE CROSS BLUE SHIELD	115373.98	11/21/17	11/17

\* denotes missing check number(s)

# of Checks: 18 Total: 237384.47

## Consent Agenda Item: c



### Pledging of Securities Collateral November 30, 2017

Bank Accounts	Bank Balance	FDIC Covered	Amount to be Covered		Pledged %	Source	Expiration
			by Pledging	Bank Actual Pledged			
<b>1st International Bank</b>							
Money Market Checking	\$240,390.27	\$250,000.00	\$0.00	\$0.00	0%	FDIC	
ICS Savings	26,345,899.44	26,345,899.44	0.00	0.00	0%	FDIC	
<b>Alerus Financial</b>							
Money Market Checking	260,605.81	250,000.00	10,605.81	11,666.39	110%	BND Pledge Pool	
ICS Checking	1,485,649.13	1,485,649.13	0.00	0.00	0%	FDIC	
ICS Savings	5,009,801.93	5,009,801.93	0.00	0.00	0%	FDIC	
Bell State Bank	5,065,609.45	250,000.00	4,815,609.45	6,000,000.00	125%	BND Irrevocable LOC's 6609 & 6566	04/23/2018 & 12/14/2017
Blackridge Bank	1,003,004.13	250,000.00	753,004.13	1,000,000.00	133%	Irrevocable LOC 4072-204	11/20/2018
Choice Financial	10,082,754.16	250,000.00	9,832,754.16	10,816,029.58	110%	BND Pledge Pool LOC 6603	1/16/2018
Western State Bank	1,125,700.91	250,000.00	875,700.91	963,271.00	110%	BND Pledge Pool LOC 6587	9/18/2018
	<u>\$50,619,415.23</u>	<u>\$34,341,350.50</u>	<u>\$16,287,674.46</u>	<u>\$18,790,966.97</u>			





**CITY OF WEST FARGO  
APPLICATION FOR BOARDS AND COMMISSIONS**

PLEASE ATTACH A COPY OF YOUR RESUME

Board of Commission for which you are applying: West Fargo Airport Authority

YOUR NAME (Last, First, Middle) Retka, Matthew, Henry County: Cass

Mailing Address: 1705 4th Ave E. City: West Fargo State: ND Zip: 58078

Business Phone Number: 701-893-2322 Home Phone Number: 651-587-6854

Employer Name: Wenck Associates Your Job Title: Soil Scientist

Employer Address: 3303 Fiechtner Drive City: Fargo State: ND Zip: 58103

**EDUCATION AND GENERAL QUALIFICATIONS:**

LEVEL	NAME OF SCHOOL	LOCATION	# YEARS ATTENDING	DID YOU GRADUATE	MAJOR-COURSE OF STUDY
HIGH SCHOOL	Simley	Inver Grove Heights, MN	4	Y	
COLLEGE	NDSU	Fargo	4	Y	Natural Resources Management
TRADE/BUSINESS/CORRESPONDENCE					

MEMBERSHIPS IN ORGANIZATIONS AND OFFICES HELD (INDICATE DATES HELD)	Collegiate Chapter of NDSU Ducks Unlimited; President (2010) North Dakota Board of Professional Soil Classifiers; Vice-Chairmen (2016-Pres)
VOLUNTEER ACTIVITIES (INDICATE IF PAST OR PRESENT)	
YOUR SPECIALS SKILLS AND QUALIFICATIONS	

**REFERENCES (List three persons, not related to you, whom you have known for at least one year)**

NAME	ADDRESS	PHONE NUMBER	YEARS ACQUAINTED
Robbie Grande	4653 38th Ave. N. Reiles Acres, ND, 58102	701-371-2655	2
Drew Courtney	9053 103rd Ave Oakes, ND 58474	701-490-0824	7
Tyler Hahn	14753 47th St SE Leonard, ND 58052	320-583-7089	11

I certify that the facts contained in this application are true and correct to the best of my knowledge. I authorize investigations of all statements contained herein and the references listed above to give you any and all information concerning my qualifications and any pertinent information they may have, personal or otherwise, and release all parties from all liability for any damages that may result from furnishing the same to you.

**PLEASE RETURN COMPLETED FORM, RESUME AND COVER LETTER TO:**

City of West Fargo ATTN: Boards  
800 4th Avenue East, Ste 1  
West Fargo ND 58078

SIGNATURE: Matthew Retka

DATE: 12-4-17

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

AGENDA ITEM DESCRIPTION  
CITY COMMISSION  
WEST FARGO, NORTH DAKOTA

Agenda # f

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

1. CONTACT PERSON: Tim Solberg
2. PHONE NUMBER: 433-5321      DATE: December 13, 2017
3. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:  
LAG 1st Addition, Replat, Subdivision and Rezoning from A: Agricultural to HC:  
Heavy Commercial.
4. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):  
Lot 1, Block 1 of Rommesmo Addition and property located in part of the N½ of  
Section 9, T139N, R49W, City of West Fargo, North Dakota.
5. ACTION BEING REQUESTED FROM CITY COMMISSION:  
Schedule a public hearing for the rezoning at 5:30 pm on January 15, 2018.



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

Larry M. Weil, Planning and Community Development Director  
Tim Solberg, Senior Planner  
Lisa Sankey, Assistant Planner

## NOTICE OF PUBLIC HEARING

A public hearing will be held on the 15th day of January 2018, at 5:30 P.M. at the City Hall of West Fargo, North Dakota, concerning the enactment of a proposed zoning ordinance. The proposed ordinance involves the following:

Property located in part of the N½ of Section 9, T139N, R49W, City of West Fargo, North Dakota (Part of Proposed LAG 1<sup>st</sup> Addition)

The ordinance is for the purpose of rezoning from an A: Agricultural District to an HC: Heavy Commercial District.

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

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

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

(Please Publish January 1 and 8, 2018)

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

AGENDA ITEM DESCRIPTION  
CITY COMMISSION  
WEST FARGO, NORTH DAKOTA

Agenda # 9

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

1. CONTACT PERSON: Tim Solberg

2. PHONE NUMBER: 433-5321 DATE: December 14, 2017

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

Steffes 7<sup>th</sup> Addition, a replat.

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

Lot 4, Block 1 of Steffes 3<sup>rd</sup> Addition and Lot 1, Block 1 of Steffes 6<sup>th</sup> Addition,  
City of West Fargo, North Dakota

5. ACTION BEING REQUESTED FROM CITY COMMISSION:

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

CITY OF WEST FARGO PLANNING & COMMUNITY DEVELOPMENT

STAFF REPORT

A17-40		REPLAT	
Steffes 7 <sup>th</sup> Addition			
Lot 4, Block 1 of Steffes 3 <sup>rd</sup> Addition and Lot 1, Block 1 of Steffes 6 <sup>th</sup> Addition, City of West Fargo, North Dakota			
Owner/Applicant: Kim Alberty (Agassiz Seeds)		Staff Contact: Tim Solberg	
Planning & Zoning Commission Introduction:		11-13-2017	
Public Hearing:		11-13-2017 - Approval	
City Commission:			

PURPOSE:
Combine two lots and vacate an access easement.

STATEMENTS OF FACT:	
Land Use Classification:	Light Industrial
Existing Land Use:	Light Industrial
Current Zoning District(s):	LI: Light Industrial
Zoning Overlay District(s):	None
Proposed Zoning District(s):	Unchanged
Proposed Lot size(s) or range:	96,163 ft <sup>2</sup>
Total area size:	2.21 Acres
Adjacent Zoning Districts:	LI: Light Industrial
Adjacent street(s):	6 <sup>th</sup> Street NW (Local)
Adjacent Bike/Pedestrian Facilities:	None
Available Parks/Trail Facilities:	None
Land Dedication Requirements:	Provided with previous subdivision

DISCUSSION AND OBSERVATIONS:
<ul style="list-style-type: none"> <li>The applicant is proposing to combine two lots which are developed with light industrial uses.</li> <li>The new lot will remain a legal conforming lot.</li> <li>The proposed replat seeks also to vacate an existing access easement. The purposes of the original access easement are reported by the applicant to no longer be necessary. The easement has been recorded as a separate document and may require separate action as well as acceptance by those parties to the easement.</li> <li>The applicant has stated that they wish only to vacate the access easement shown on the plat which should not affect the easements related to city utilities.</li> </ul>

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

STAFF REPORT

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

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

**RECOMMENDATIONS:**

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

1. Proper procedure for the vacation of the easement document is provided and approved upon review and recommendation by the City Attorney.
2. An updated drainage plan is approved by the City Engineer.
3. An Attorney Title Opinion to the City of West Fargo is received.
4. Signed Final Plat is received with any necessary easements.
5. A certificate is received showing taxes are current.

**PLANNING AND ZONING RECOMMENDATION:**

At their November 13, 2017 meeting, the Planning and Zoning Commission approved the application subject to the five conditions listed above.



9th St NW

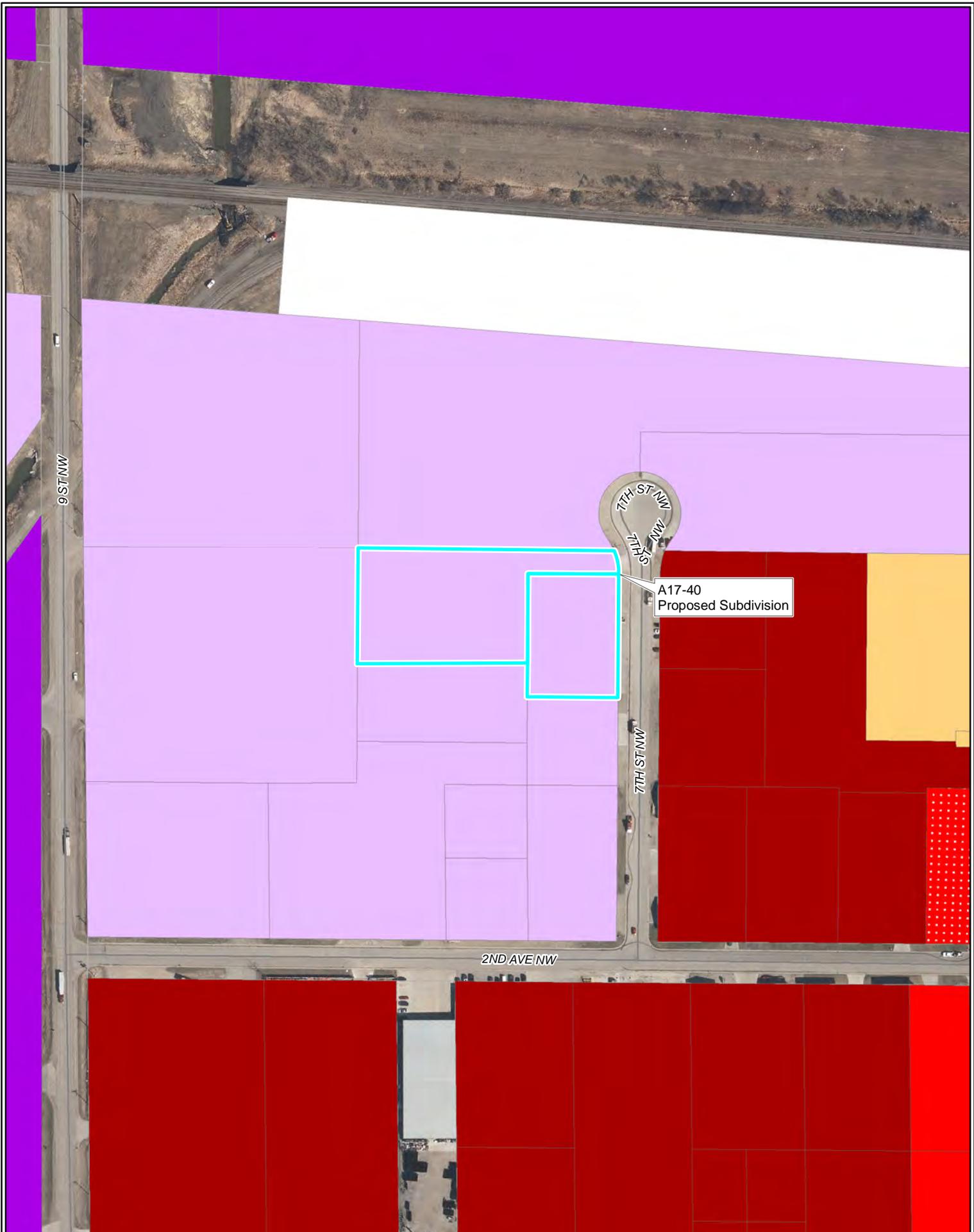
7th St NW  
7th St NW  
7th St NW

A17-40  
Proposed Subdivision

7th St NW

2nd Ave NW





A17-40  
Proposed Subdivision



A: Agricultural	HC: Heavy Commercial	P-PUD: PUD in Public	R-1SM: Mixed One and Two Family Dwelling	R-5: Manufactured Home Subdivision
C: Light Commercial	LI: Light Industrial	R-L1A: Large Lot Single Family Dwelling	R-2: Limited Multiple Dwelling	R-1E: Rural Estate
C-PUD: PUD in General Commercial	CM-PUD: PUD in Light Industrial	R-1A: Single Family Dwelling	R-3: Multiple Dwelling	R-R: Rural Residential
C-OP: Commercial Office Park	M: Heavy Industrial	R-1: One and Two Family Dwelling	R-4: Mobile Home	R-PUD: PUD in Residential
C-OP-PUD: PUD in Office Park	P: Public			



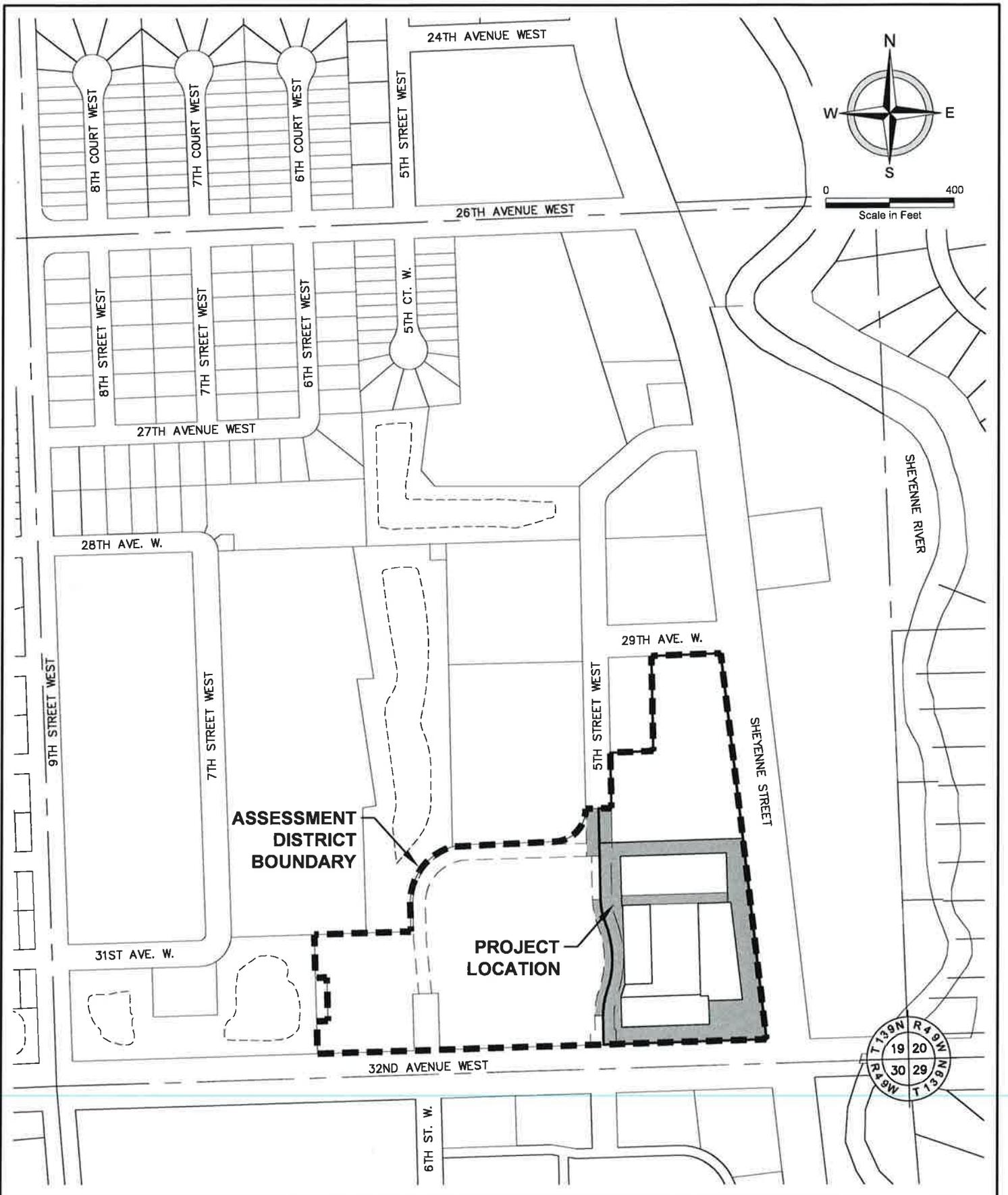


Agenda #	<u>h</u>
Agenda Code	<u>Consent</u>
Project #	<u>19982</u>

**AGENDA ITEM DESCRIPTION**  
**CITY COMMISSION**  
**WEST FARGO, NORTH DAKOTA**

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

1. CONTACT PERSON: Dustin Scott
  
2. PHONE NO. 282-4692 DATE: December 18, 2017
  
3. PLEASE BRIEFLY DESCRIBE YOUR REQUEST: \_\_\_\_\_  
Review the Petition for Improvements for Sewer, Water, Storm and Street Imp. Dist. No. 1314  
Review Assessment District for Sewer, Water, Storm and Street Imp. Dist. No. 1314  
Review Engineer's Report for Sewer, Water, Storm and Street Imp. Dist. No. 1314  
Review Plans & Specs for Sewer, Water, Storm and Street Imp. Dist. No. 1314
  
4. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):  
Eagle Run Plaza 6<sup>th</sup> Addition
  
5. ACTION BEING REQUESTED FROM CITY COMMISSION: \_\_\_\_\_  
Accept the Petition for Improvements for Sewer, Water, Storm and Street Imp. Dist. No. 1314  
Create Assessment District for Sewer, Water, Storm and Street Imp. Dist. No. 1314  
Authorize Engineer to prepare Engineer's Report  
Approve Engineer's Report for Sewer, Water, Storm and Street Imp. Dist. No. 1314  
Authorize preparation of Plans & Specs  
Approve Plans & Specs for Sewer, Water, Storm and Street Imp. Dist. No. 1314  
Authorize Ad for Bids for Sewer, Water, Storm and Street Imp. Dist. No. 1314



SEWER, WATER, STORM AND STREET  
 IMPROVEMENT DISTRICT NO. 1314  
 EAGLE RUN PLAZA 6TH ADDITION  
 WEST FARGO, NORTH DAKOTA

PROJECT No.	19982
DATE:	11.22.17
REVISED:	-
DRAFTER:	KAG
REVIEWER:	MJP



I/ we Sheyenne 32, LLC are the legal and equitable owners of the following described property,  
to-wit:

Lots 2-8, Block 1 all in the Eagle Run Plaza 6<sup>th</sup> Addition

(hereinafter the “**Property**”)

I/we hereby petition the City Commission of the City of West Fargo, Cass County, North Dakota, to create an improvement district for the purpose of constructing the following municipal improvements:

- 1) Within Lot 2, Block 1: Sanitary Sewer, Water Main, Storm Sewer, Curb and Gutter, Street Pavement, Driveways, Street Lights, Sidewalks & Multi-Use Paths, and Incidentals for providing City infrastructure for Lots 3-8, Block 1.
- 2) Within Lot 2, Block 1: On-Street Parking Improvements on the east side of 5<sup>th</sup> Street West along the east side of Eagle Run Plaza 5<sup>th</sup> Addition.
- 3) Signing and Striping Improvements on 5<sup>th</sup> Street West along the east side of Eagle Run 21<sup>st</sup> Addition.

(hereinafter the “**Improvements**”)

I/We hereby request that the City Commission of the City of West Fargo, Cass County, North Dakota, determine by resolution that a written petition for the **Improvements** signed by the owners of a majority of the area of the **Property** included within the district, has been received and that the resolution declaring work necessary shall not be required for said improvement district.

simple, dedications and other interests in the **Property** that may be required to complete the construction of the **Improvements**.

*I/We agree that pursuant to North Dakota Century Code Chapters 40-23 through 40-32 that the City shall assess the cost of the Improvements against my/our Property and hereby agree to pay the cost as levied and apportioned by the city.*

Dated this 12<sup>th</sup> day of December, 2017.

**OWNERS:**

Brian Kowalsky  
Donna Kowalsky  
\_\_\_\_\_  
\_\_\_\_\_

**This petition must be accompanied by evidence of ownership of the Property. Such evidence can include the following items: (a) title opinion; (b) O & E report; or (c) a copy of the vesting deed.**

montgomery goff & bullis



4650 38th Ave S • Suite 110  
Fargo, ND 58104  
PO Box 9199 • 58106-9199  
Phone (701) 281-8001  
Fax (701) 281-8007

**Michael S. Montgomery**  
mike@Bullislaw.com

**John T. Goff**  
john@Bullislaw.com

**James R. Bullis**  
jim@Bullislaw.com

**Kyle G. Pender**  
kyle@Bullislaw.com

Licensed in North Dakota  
and Licensed in Minnesota

June 27, 2017

Larry Weil  
City Planner, City of West Fargo  
800 4<sup>th</sup> Avenue East  
West Fargo ND 58078

RE: Title Opinion – Eagle Run Plaza 6<sup>th</sup> Addition  
File No. MSM-816

Dear Mr. Weil:

In accordance with your request, we have examined Abstract of Title to the following described real property:

**Lots 1 and 2, in Block 1, of Eagle Run Plaza Fifth Addition to the City of West Fargo, Cass County, North Dakota.**

It is our opinion that, subject to the qualifications contained herein, the record title to this property, as of the date and hour above mentioned was in:

**As to Lot 1, Block 1:**

**25<sup>th</sup> Street Investments, LLC**

by virtue of a warranty deed dated May 5, 2016 and recorded May 6, 2016 at 8:30 a.m. as Document No. 1476575.

There appears of record a mortgage by 25<sup>th</sup> Street Investments, LLC in favor of **Western State Bank**, dated May 5, 2016, recorded May 6, 2016 at 8:30 a.m. as Document No. 1476576. There appears a modification of this mortgage and assignment of rents in favor of Western State Bank.

**As to Lot 2, Block 1:**

**Sheyenne 32, LLC**

by virtue of a warranty deed dated August 25, 2016 and recorded August 25, 2016 at 11:50 a.m. as Document No. 1487573.

There appears of record a mortgage by Sheyenne 32, LLC, in favor of **First International Bank & Trust**, dated August 25, 2016, recorded August 25, 2016 at 11:50 a.m. as Document No. 1492891.

There appears of record the plat of Eagle Run Plaza Second Addition to the City of West Fargo, Cass County, North Dakota, recorded January 10, 2008 as Document No. 1223636.

There appears of record the plat of Eagle Run Plaza Third Addition to the City of West Fargo, Cass County, North Dakota, recorded September 28, 2009 as Document No. 1277449.

There appears of record the plat of Eagle Run Plaza Fourth Addition to the City of West Fargo, Cass County, North Dakota, recorded December 18, 2009 as Document No. 12854592.

There appears of record the plat of Eagle Run Plaza Fifth Addition to the City of West Fargo, Cass County, North Dakota, recorded October 18, 2016 as Document No. 1492895.

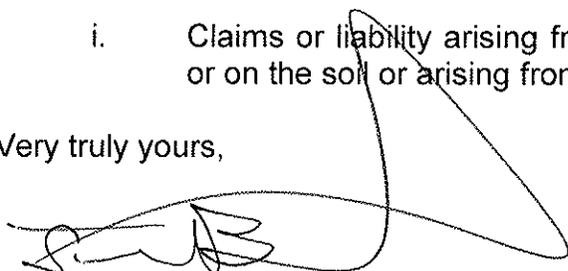
There appears of record the plat of Eagle Run 12<sup>th</sup> Addition to the City of West Fargo, recorded November 19, 2004 at 11:30 a.m. as Document No. 1122480.

This opinion does not extend to, and you should satisfy yourself as to the following matters which may affect the title of the property although they are not matters of record and thus not included in the Abstract:

- a. Unrecorded liens of persons who have furnished labor or materials in the improvements of the premises. Such liens may be effective although not recorded until 90 days after the last item of labor or materials is furnished;
- b. The rights of persons in possession of the premises or any portion thereof;
- c. Any alleyways, easements, right of ways, buried transmission facilities, streets or judicial monuments actually located upon the ground;
- d. Encroachment of buildings or other improvements on the premises and any discrepancies in measurements or distance which an accurate survey would disclose;

- e. Rights which may have accrued since the date of the last continuation of the Abstract;
- f. Federal, state or municipal laws restricting the use of the premises, including the provisions of any applicable subdivision, zoning and building ordinances;
- g. Rights of local municipalities arising from unpaid assessments for local improvements;
- h. Access to the described property by public roadway, easement or other right of ingress and egress; and
- i. Claims or liability arising from the deposit of hazardous waste material in or on the soil or arising from underground storage tanks.

Very truly yours,

A handwritten signature in black ink, appearing to read 'James R. Bullis', with a large, sweeping flourish extending upwards and to the right.

James R. Bullis  
JRB/trk

West Fargo Public School District #6, Cass County, ND, is the legal and equitable owner of the following described property, to-wit:

Lot 1, Block 2 all in the Eagle Run Plaza 5<sup>th</sup> Addition  
(hereinafter the “**Property**”)

I/we hereby petition the City Commission of the City of West Fargo, Cass County, North Dakota, to create an improvement district for the purpose of constructing the following municipal improvements:

- 1) Connection of sidewalk along the west side of Lot 1, Block 2 to 5<sup>th</sup> Street West.
- 2) Signing and Striping Improvements on 5<sup>th</sup> Street West along the east side of Eagle Run 21<sup>st</sup> Addition.
- 3) On-Street Parking Improvements on the west side of 5<sup>th</sup> Street West along the east side of Eagle Run Plaza 5<sup>th</sup> Addition.

(hereinafter the “**Improvements**”)

I/We hereby request that the City Commission of the City of West Fargo, Cass County, North Dakota, determine by resolution that a written petition for the **Improvements** signed by the owners of a majority of the area of the **Property** included within the district, has been received and that the resolution declaring work necessary shall not be required for said improvement district.

I/we hereby certify that I/we am/are the legal and equitable owner(s) of the **Property** and have the authority to grant the City of West Fargo all necessary easements, rights of ways, fee simple, dedications and other interests in the **Property** that may be required to complete the construction of the **Improvements**.

*I/We agree that pursuant to North Dakota Century Code Chapters 40-23 through 40-32 that the City shall assess the cost of the Improvements against my/our Property and hereby agree to pay the cost as levied and apportioned by the city.*

Dated this 11th day of December, 2017.

**OWNERS:**

  
Kara Gravley-Stack, Board President

  
Mark P. Lemer, Business Manager

**This petition must be accompanied by evidence of ownership of the Property. Such evidence can include the following items: (a) title opinion; (b) O & E report; or (c) a copy of the vesting deed.**



# ARNTSON STEWART WEGNER PC

ATTORNEYS AT LAW

JON M. ARNTSON\*  
JAMES H. STEWART  
3101 Broadway North, Suite B  
Fargo, ND 58102-1485  
(701) 280-0195

\*Also licensed in Minnesota

SCOTT D. WEGNER\*\*  
3801 Lockport Street, Suite 2  
Bismarck, ND 58503-5576  
(701) 255-1008

\*\*Also licensed in Minnesota and South Dakota

January 3, 2017

Mr. Mark Lemer  
Business Manager  
West Fargo Public School District No. 6  
207 West Main  
West Fargo, North Dakota 58078-1793

Re: Title Opinion

Dear Mr. Lemer:

This is to certify that we have examined Abstract of Title No. 65027 containing entries 1 through 212, the last continuation of which was certified to by the Cass County Abstract Company, Fargo, North Dakota, on December 6, 2016, at 6:59 A.M., and which abstract covers the following described property:

Lot One, in Block Two, of Eagle Run Plaza Fifth Addition to the City of West Fargo, situate in the County of Cass and State of North Dakota.

From our examination of the aforesaid Abstract of Title, we are of opinion that at the time of the last continuation thereof there was good, clear and marketable title to the above described property in West Fargo Public School District No. 6, Cass County, North Dakota, as shown at Entry 212, (see also Entries 190, 191 and 205) subject to the following:

1. This opinion is written from examination of the abstract only. The Court files on probate of estates, foreclosures, tax sales, quiet title actions and the like have not been examined.
2. Notice must be taken of:
  - (a) Rights of parties in possession;
  - (b) Location of buildings and improvements, boundary lines, area, easements, encroachments and the like, which can be ascertained by an inspection or survey;

Mr. Mark Lemer  
January 3, 2017  
Page 2

(c) Improvements made within the last 90 days for which mechanics liens may be filed;

(d) Any zoning or building restrictions, right of access to public highway or street and any restrictions thereon, and access to public utilities;

(e) Unpaid special assessments, pending special assessments in connection with any special improvements and taxes for the current year which become due next January 1;

(f) Buildings or property which are not permanently affixed to the realty;

(g) Financial statement, if any, filed under the provisions of the Uniform Commercial Code which might establish a secured interest in goods to be severed from the realty, including crops, oil, gas, minerals, timber or fixtures or which might establish a secured interest in goods or fixtures which have not become part of the realty.

3. Our opinion does not include a determination of compliance or noncompliance with regard to the existence of hazardous substances. No opinion is given as to whether the real estate covered by the opinion is subject to any state or federal environmental statutes or regulations. Inquiries should be made of the parties involved regarding the applicability of and the compliance with the provisions of any environmental statutes or regulations that may apply.

4. Our opinion is based upon the assumption that any and all requirements of state and federal laws and regulations such as Truth in Lending and the Settlement Procedure Act have been or will be complied with.

Real estate taxes for the year 2015 and prior years are paid. The Abstract does not cover special improvement assessments which have not been certified to the County Auditor for collection.

This opinion is intended to benefit only the addressee. Specifically, we have not given an opinion as to the interest or marketability of any interest claim by any other party. This opinion shall not be relied upon by any other party.

Very truly yours,

ARNTSON STEWART WEGNER PC



## ENGINEER'S REPORT

The undersigned is the engineer for the City of West Fargo, Cass County, North Dakota, and submits the following report to the Board of City Commissioners of said city:

The purpose of the improvements is to provide new City infrastructure to service the Eagle Run Plaza 6<sup>th</sup> Addition development as petitioned by the developers. The improvements will service the new lots platted and will promote social and economic development in the proposed project area. The proposed infrastructure will allow development of the property, which is planned to be a mixed-use development providing a social-hub for the southern portions of West Fargo and the entire region. This project will help promote positive economic development along the Sheyenne Street corridor.

Sewer, Water, Storm and Street Improvement District No. 1314 will involve the construction of improvements consisting of sanitary sewer, water main, storm sewer, curb and gutter street pavement, driveways, street lights, sidewalks, on-street parking additions, signing, striping and other miscellaneous installations.

Based upon the estimate of the probable cost, attached hereto and made a part thereof, and the engineering information and studies, the work proposed in said district is feasible.

Dated this 18<sup>th</sup> day of December, 2017.

Dustin Scott  
Moore Engineering, Inc.  
West Fargo ND



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Engineer for the City of West Fargo, ND

**SEWER, WATER, STORM AND STREET IMPROVEMENT DIST. NO. 1314  
EAGLE RUN PLAZA 6TH ADDITION  
WEST FARGO ND**

*Engineer's Opinion of Probable Cost*

ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL	
<b><u>Sanitary Sewer Items</u></b>					
1.	Sanitary Sewer - 8" PVC SDR 35	LF	1,035	\$32.00	\$33,120.00
2.	Sanitary Sewer Manhole - Connect To Existing	Each	2	\$1,000.00	\$2,000.00
3.	Sanitary Sewer Manhole - 48"	Each	6	\$4,500.00	\$27,000.00
4.	External Manhole Chimney Seal	Each	6	\$250.00	\$1,500.00
5.	Sanitary Sewer Service Connection - 6" PVC SDR 26	Each	2	\$500.00	\$1,000.00
6.	Sanitary Sewer Service - 6" PVC SDR 26	LF	39	\$16.00	\$624.00
7.	Televising - Sanitary Sewer Main	LF	1,035	\$1.00	\$1,035.00
8.	Televising - Sanitary Sewer Service	Each	2	\$50.00	\$100.00
<b><u>Water Main Items</u></b>					
1.	Tapping Sleeve & Valve - 16" x 8"	Each	1	\$4,200.00	\$4,200.00
2.	Water Main - Connect To Existing	Each	2	\$500.00	\$1,000.00
3.	Water Main - 8" PVC C900	LF	468	\$22.00	\$10,296.00
4.	Specials	Lbs	1,000	\$3.50	\$3,500.00
5.	Gate Valve & Box - 6"	Each	6	\$1,200.00	\$7,200.00
6.	Gate Valve & Box - 8"	Each	3	\$1,500.00	\$4,500.00
7.	Hydrant - 11'	Each	1	\$4,200.00	\$4,200.00
8.	Hydrant Lead - 6" PVC C900	LF	8	\$22.00	\$176.00
9.	Water Service Line - 6" PVC C900	LF	55	\$20.00	\$1,100.00
<b><u>Storm Sewer Items</u></b>					
1.	Storm Sewer - Remove	LF	28	\$50.00	\$1,400.00
2.	Storm Sewer - 4" Perforated PVC - Connect To Existing	Each	16	\$20.00	\$320.00
3.	Storm Sewer - 4" Perforated PVC - Remove	LF	575	\$2.00	\$1,150.00
4.	Storm Sewer - 4" Perforated PVC	LF	1,000	\$3.00	\$3,000.00
5.	Storm Sewer - Connect To Existing	Each	3	\$500.00	\$1,500.00
6.	Storm Sewer - 12" RCP	LF	438	\$22.00	\$9,636.00
7.	Storm Sewer - 15" RCP	LF	404	\$31.00	\$12,524.00
8.	Storm Sewer - 18" RCP	LF	654	\$34.00	\$22,236.00
9.	Storm Sewer - 21" RCP	LF	350	\$38.00	\$13,300.00
10.	Storm Sewer - 27" RCP	LF	25	\$52.00	\$1,300.00
11.	Storm Sewer Plug	Each	10	\$100.00	\$1,000.00
12.	Storm Sewer Manhole - 48"	Each	15	\$2,500.00	\$37,500.00
13.	Storm Sewer Manhole - 60"	Each	1	\$3,500.00	\$3,500.00
14.	Storm Sewer Catch Basin - Connect To Existing	Each	1	\$1,000.00	\$1,000.00
15.	Storm Sewer Catch Basin - 2' x 3'	Each	2	\$1,750.00	\$3,500.00
16.	External Manhole Chimney Seal	Each	18	\$250.00	\$4,500.00
17.	Temporary Pumping	LSum	1	\$1,000.00	\$1,000.00
<b><u>Roadway Items</u></b>					
1.	Excavation - Unclassified	CY	3,500	\$5.00	\$17,500.00
2.	Excavation - Unclassified - Export	CY	3,000	\$7.50	\$22,500.00
3.	Embankment	CY	500	\$2.00	\$1,000.00
4.	Subgrade Preparation	SY	5,000	\$1.50	\$7,500.00
5.	Reinforcement Fabric	SY	5,000	\$1.60	\$8,000.00
6.	Gravel - 9" NDDOT Class 5	CY	1,500	\$27.50	\$41,250.00
7.	Curb & Gutter - Saw Full Depth	LF	80	\$5.00	\$400.00
8.	Curb & Gutter - Remove	LF	630	\$5.00	\$3,150.00
9.	Curb & Gutter - Connect To Existing	Each	18	\$50.00	\$900.00
10.	Curb & Gutter - Highback Inflow	LF	795	\$16.00	\$12,720.00
11.	Curb & Gutter - Highback Outflow	LF	2,100	\$16.00	\$33,600.00
12.	Curb & Gutter - Highback Outflow Special	SY	80	\$16.00	\$1,280.00
13.	Curb & Gutter - Mountable Inflow	LF	130	\$16.00	\$2,080.00
14.	Curb & Gutter - Knockdown	LF	700	\$16.00	\$11,200.00
15.	Asphalt Base Course - 3.5"	SY	3,800	\$12.00	\$45,600.00
16.	Tack Coat	Gal	190	\$1.75	\$332.50

17.	Asphalt Wear Course - 2"	SY	3,800	\$7.50	\$28,500.00
18.	Concrete Pavement - Saw Full Depth	LF	50	\$5.00	\$250.00
19.	Concrete Pavement - Connect To Existing	Each	7	\$1,000.00	\$7,000.00
20.	Concrete Pavement - 8" Non-Reinforced Stamped & Colored	SY	150	\$65.00	\$9,750.00
21.	Sidewalk - Saw Full Depth	LF	5	\$5.00	\$25.00
22.	Sidewalk - Connect To Existing	Each	4	\$100.00	\$400.00
23.	Sidewalk - 4" Concrete	SY	1,075	\$35.00	\$37,625.00
24.	Curb Ramp - 6" Concrete	SY	60	\$45.00	\$2,700.00
25.	Detectable Warning Panel	SF	144	\$40.00	\$5,760.00
26.	Decorative Colored Concrete - Boulevard	SY	420	\$75.00	\$31,500.00
27.	Driveway - 7" Concrete	SY	931	\$45.00	\$41,895.00
28.	Sign & Sign Post - Remove & Reset	Each	5	\$100.00	\$500.00
29.	Sign Anchor - In Ground	Each	20	\$40.00	\$800.00
30.	Sign Post	LF	300	\$10.00	\$3,000.00
31.	Signing - Standard	SF	80	\$15.00	\$1,200.00
32.	Signing - 9"	LF	25	\$15.00	\$375.00
33.	Signing - Solar Blinker & Pushbutton	Each	2	\$2,500.00	\$5,000.00
34.	Flexible Delineator	Each	10	\$100.00	\$1,000.00
35.	Flexible Delineator - Spare	Each	2	\$110.00	\$220.00
36.	Message - White Grooved Plastic	SF	200	\$40.00	\$8,000.00
37.	Striping - 4" Blue Grooved Plastic	LF	450	\$4.50	\$2,025.00
38.	Striping - 4" White Grooved Plastic	LF	750	\$4.50	\$3,375.00
39.	Striping - 4" Yellow Grooved Plastic	LF	4,300	\$4.50	\$19,350.00
40.	Striping - 8" White Grooved Plastic	LF	630	\$6.00	\$3,780.00
41.	Striping - 24" White Grooved Plastic	LF	75	\$10.00	\$750.00

**General Items**

1.	Cleaning	LSum	1	\$750.00	\$750.00
2.	Storm Water Management	LSum	1	\$750.00	\$750.00
3.	Traffic Control	LSum	1	\$750.00	\$750.00
4.	Mowing	Acre	1	\$450.00	\$450.00
5.	Watering	Each	6	\$150.00	\$900.00
6.	Excavation - 6" Topsoil Stripping	CY	3,000	\$1.50	\$4,500.00
7.	Excavation - Topsoil - Export	CY	3,000	\$5.00	\$15,000.00
8.	Topsoil Replacement - 4"	CY	1,000	\$5.00	\$5,000.00
9.	Inlet Protection Device	Each	20	\$100.00	\$2,000.00
10.	Sedimentation Control Wattle - 9"	LF	200	\$2.75	\$550.00
11.	Sedimentation Control Fence	LF	1,000	\$2.00	\$2,000.00
12.	Stabilized Construction Entrance	Each	2	\$1,000.00	\$2,000.00
13.	Seeding - Type II	Acre	1	\$475.00	\$475.00
14.	Mulch - Type B - Hydromulch	Acre	1	\$1,500.00	\$1,500.00
15.	Mulch - Type A - Temporary Straw	Acre	6	\$300.00	\$1,800.00

**Electrical Items**

1.	Conductor - #6 USE/Cu.	LF	12,000	\$1.00	\$12,000.00
2.	Tracer Wire - #12	LF	3,700	\$0.25	\$925.00
3.	Innerduct - 1.5" PVC	LF	3,700	\$3.50	\$12,950.00
4.	Concrete Base - 5'	Each	9	\$325.00	\$2,925.00
5.	Light Standard - Single LED and 14' Post	Each	8	\$2,100.00	\$16,800.00
6.	Spare Light Standard - Single LED and 14' Post	Each	1	\$2,000.00	\$2,000.00
7.	Light Standard - Single LED and 14' Post - Remove & Reset	Each	1	\$1,700.00	\$1,700.00

Construction Subtotal	\$732,434.50
Contingencies	\$73,965.50

**Total Construction \$806,400.00**

Engineering	\$88,704.00
Legal & Administration	\$80,640.00
Bond Discount	\$32,256.00
Land Acquisition	\$15,000.00

**TOTAL PROJECT \$1,023,000.00**

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**MASTER AGREEMENT FOR FIRE PROTECTION SERVICES**

**by and between**

**CITY OF WEST FARGO, NORTH DAKOTA**

**and**

**WEST FARGO FIRE DEPARTMENT, INC.**

**Dated as of December 18, 2017**

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This instrument was drafted by:  
Ohnstad Twichell, P.C.  
John T. Shockley  
P.O. Box 458  
West Fargo, North Dakota 58078-0458

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## MASTER AGREEMENT FOR FIRE PROTECTION SERVICES

**THIS MASTER AGREEMENT FOR FIRE PROTECTION SERVICES** (this “Agreement”) is made and entered into this 18th day of December, 2017, by and between the City of West Fargo, a political subdivision under the laws of North Dakota, whose principal address is 800 Fourth Avenue East, Suite 1, West Fargo, ND 58078 (the “City”), and West Fargo Fire Department, Inc., a nonprofit corporation organized under the laws of North Dakota, whose principal address is 106 1<sup>st</sup> Street West, West Fargo, ND 58078-1835 (the “Fire Department”) (collectively, the “Parties”).

### RECITALS

**WHEREAS**, the Fire Department, with its employees and volunteer firefighters, has provided Fire Services, as herein defined, to the City for many years under an informal, verbal agreement; and

**WHEREAS**, the City desires to continue to contract with the Fire Department to provide Fire Services to the City; and

**WHEREAS**, the City and Fire Department desire to effectively restructure the relationship with the Fire Department employees, including the chief, becoming employees of the City and the City then providing personnel, human resource services and compensation to the Fire Department, and in return, the Fire Department will provide the Fire Services with the City employees dedicated to the Fire Department and the Fire Department’s volunteer firefighters, equipment and buildings to conduct its operations; and

**WHEREAS**, the City desires to enter into a master agreement for fire protection services with the Fire Department and retain the Fire Department in coordination with the City Employees, as its fire protection services provider commencing on January 1, 2018, and terminating on December 31, 2018, unless altered by mutual agreement.

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### AGREEMENT

1. **HIRING**. The City agrees to hire the Fire Department to provide Fire Services, and the Fire Department agrees to be hired by the City pursuant to this Agreement. The Parties acknowledge, however, that some of the Fire Services (i.e. public education and code enforcement) may be provided by City employees now employed by but assigned to the Fire Department’s performance of this Agreement. The Fire Chief, now to be an employee of the City, will directly supervise the City-employed and volunteer firefighters of the Fire Department and direct their involvement in all Fire Services.
2. **DEFINITIONS**. All capitalized terms used and not otherwise defined herein shall have the meanings given to them in this Agreement as defined in this Section, unless a different meaning clearly applies from the context.

**“Agreement”** means this Master Agreement for Fire Protection Services by and between the City of West Fargo and West Fargo Fire Department, Inc.

**“Best Efforts”** means that the Parties to this Agreement will act in Good Faith, act in accordance with generally accepted commercial practices, and use reasonable due diligence to undertake all action contemplated by this Agreement, in accordance with applicable federal and state laws, regulations, and rules; however, the obligation to use Best Efforts does not mean a duty to take action that would be in violation of applicable federal or state law.

**“Board of City Commissioners”** means the Governing Body of the City of West Fargo.

**“City Administrator”** means Tina Fisk or her successors.

**“City of West Fargo”** means the City of West Fargo, a North Dakota Home Rule City and political subdivision of the State of North Dakota.

**“Effective Date”** means the date of approval and execution of this Agreement by the Board of City Commissioners and the Fire Department’s Board of Directors, the 18th day of December, 2017.

**“Fire Department Personnel”** shall include employees of the Fire Department, if any, volunteer firefighters and the current Fire Department employees who transition to employment with the City and their replacements.

**“Fire Services”** means all services which the Fire Department provides, including, but not limited to fire suppression services, emergency medical services, fire inspections, fire investigations, public education, code enforcement, major plans review, technical rescue, and hazmat operations response.

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

**“Governing Body”** means the body which performs the legislative and governmental functions of a political subdivision, including but not limited to, a board, council, or commission.

**“Parties”** means the parties to this Agreement: the City of West Fargo and the West Fargo Fire Department, Inc.

**“Person”** means any natural or legal person, county, city, municipality, political subdivision, public benefit corporation, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority, or other entity.

**“Term”** means the term of duration of this Agreement, which is January 1, 2018, to December 31, 2018, unless otherwise agreed by the Parties pursuant to this Agreement.

3. **AUTHORIZATION TO PROCEED.** Execution of this Agreement by the City will constitute authorization for the Fire Department to proceed with Fire Services unless otherwise provided for in this Agreement.

4. **PRIOR AGREEMENTS.** Any prior agreements between the City and the Fire Department shall, upon execution of this Agreement, be terminated and have no further force and effect.
5. **SCOPE OF SERVICES.** The Fire Department's scope of services under this Agreement, includes, but is not limited to fire suppression services, emergency medical services, fire inspections, fire investigations, public education, code enforcement, major plans review, technical rescue, and hazmat operations response work.
6. **CHANGES TO SCOPE OF SERVICES.** The City may make changes within the general scope of services in this Agreement with the consent of the Fire Department's Board of Directors, which consent shall not be unreasonably withheld. Suggested changes by the Fire Department are subject to the approval of the City. If such changes affect the Fire Department's cost of or time required for performance of the Fire Services, an equitable adjustment to the amount of compensation will be made through an amendment to this Agreement.
7. **PERSONNEL.** The City shall provide the Fire Department with personnel, including supervisors, who will be tasked with providing Fire Services. Such personnel will receive human resource services and compensation from the City as provided for in this Agreement. The City agrees that the following policies shall guide the transition of full-time Fire Department employees to full-time City employees:
  - A. Accumulated Paid Time Off (PTO). The City agrees that full-time Fire Department employees that transition to full-time City employees will receive credit for PTO earned (and unused) while a Fire Department employee.
  - B. Hiring/Termination of Full-Time Fire Department Employees. Current full-time employees of the Fire Department will be hired by the City or terminated based upon a majority vote of a committee consisting of the City's Human Resources Specialist, Chief of the Fire Department and two (2) members of the Fire Department's Board of Directors.
  - C. Fire Department Employee Discipline. Fire Department volunteer firefighters and City employees assigned to the Fire Department function will be disciplined by the Chief of the Fire Department with assistance and support from the City's Human Resources Specialist.
8. **COMPUTER POLICIES.** Fire Department personnel agree to comply with the City's computer policies. Failure to comply with the City's computer policies may result in discipline as determined by the Chief of the Fire Department or the City Administrator.
9. **TERM.** Unless terminated under Section 23 of this Agreement, this Agreement shall become effective on the Effective Date. The Agreement shall remain in full force and effect for the Term of the Agreement, initially January 1, 2018 to December 31, 2018. The Parties may alter the Term of this Agreement at any time through mutual written agreement.
10. **COMPENSATION.** For all Fire Services rendered by the Fire Department to the City under this Agreement, the City will pay the Fire Department One Million Six Hundred And Forty-Three Thousand Dollars (\$1,643,000), less any and all costs for the salaries, wages, and other employment compensation, including benefits, of those employees that transition to full-time employees of the City whose compensation is paid by the City. The parties estimate the City-

employed personnel's compensation will total **approximately**\* \$1,112,300.79. The balance will be used for general operation of the Fire Department, including equipment.

11. **PAYMENT.**

A. The City shall pay one-half (1/2) of the yearly compensation due under this Agreement (less the reasonably-anticipated costs of compensation and benefits of employees as described in this Agreement) on February 1 and November 1 of each and every year of this Agreement and through the normal bi-monthly payment of salaries, wages, and benefits to City employees assigned to work on the Fire Department function. The City will include an accounting of all such payments with its payments to the Fire Department as set forth above.

B. The Fire Department must pay all fees, fines, taxes, or other costs of doing business related to the Fire Services under this Agreement.

12. **RELATIONSHIP BETWEEN PARTIES.** The Fire Department is retained by the City only for the purposes and to the extent set forth in this Agreement, and its relationship to the City shall, during the period or periods of Fire Services under this Agreement, be that of an independent contractor. The Fire Department shall use such portion of the Fire Department's entire time, energy, and skill during the course of this Agreement as is necessary to meet its contractual obligation to the City. With the exception of any employees paid by the City but under the Fire Department's control, neither the Fire Department, nor its personnel, shall be considered to be employed by the City or entitled to participate in any plans, arrangements, or distributions by the City pertaining to or in connection with any benefits accorded the City's regular employees. The City shall not be financially responsible to the Fire Department except for the payment of compensation and expenses specifically set forth in this Agreement, and shall not be responsible for the payment of any wages or benefits of any person who is not paid by the City, cost of living allowances, merit increases, medical insurance, public employee's retirement, life or disability coverage, sick leave, holiday pay or vacation pay, or any benefit of any kind not specifically set forth in this Agreement. Likewise, the City shall not be responsible for wage or salary withholding to the federal or any state government.

13. **REPRESENTATIONS AND WARRANTIES.** The Fire Department represents and warrants that the following statements are true:

A. The Fire Department has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise) to any member of the City with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.

B. The Fire Department Board of Directors, officers, and/or employees of the Fire Department, currently have no interest that would constitute a conflict of interest with the City during the term of this Agreement.

C. This Agreement does not constitute a conflict of interest or default under any of the Fire Department's other agreements.

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\* The Parties agree that this is an estimate only.

- D. No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect the Fire Department's ability to perform under this Agreement.
  - E. The Fire Department is in compliance with all laws, rules, and regulations applicable to its business, including rules of professional conduct.
  - F. During the term of this Agreement, the Fire Department must not take any action, or omit to perform any act, that may result in a representation and warranty becoming untrue. The Fire Department must immediately notify the City if any representation and warranty becomes untrue, including a conflict of interest.
14. **WORKING RELATIONSHIP.** The Fire Department's Board of Directors and Fire Department Chief shall be the individuals that will engage with the City. The Fire Department shall work in close cooperation and coordinate with the City Attorney under such terms and conditions as may be set from time to time by the City.
15. **BENCHMARKS.** The Fire Department agrees to maintain its performance under this Agreement and to meet the following benchmarks:
- A. The Fire Department will make available a minimum of thirteen firefighters available twenty-four (24) hours a day;
  - B. The Fire Department will have five (5) firefighters on scene within nine (9) minutes in response to emergency calls;
  - C. The Fire Department will have eight (8) additional firefighters on scene within thirteen (13) minutes in response to working fires; and
  - D. The Fire Department will have two (2) emergency medical technicians on scene within six (6) minutes in response to emergency medical services calls.
16. **INDEPENDENT PROFESSIONAL JUDGMENT.** Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of Fire Services by the Fire Department in accordance with the independent professional judgment of Fire Department Personnel. Fire Department Personnel shall perform the Fire Services rendered in accordance with accepted principals of its industry in the State of North Dakota. Fire Department Personnel are subject to the rules and regulations of any and all licensing and professional organizations or associations to which those personnel may from time to time belong, and the laws and regulations in the State of North Dakota.
17. **STANDARD OF CARE.** The standard of care applicable to the Fire Department Personnel's performance of Fire Services will be the degree of skill and diligence normally employed by individuals performing the same or similar services at the time said services are performed.
18. **FIRE DEPARTMENT'S INSURANCE.** The Fire Department shall maintain throughout this Agreement the following insurance:

- A. The Fire Department shall purchase and maintain throughout this Agreement such insurance as is appropriate for the work being performed and that will provide protection from claims set forth below which may arise out of or result from the Fire Department's performance of the Fire Services, whether it is to be performed by the Fire Department Personnel, or by anyone acting for and on behalf of the Fire Department:
- (1) Claims under Workers Compensation, disability benefits, and other similar employee benefit acts;
  - (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of the Fire Department's employees;
  - (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than Fire Department's employees;
  - (4) Claims for damages insured by reasonably available personal injury liability coverage which are sustained:
    - (a) by any person as a result of an offense directly or indirectly related to the employment of such person by the Fire Department, or
    - (b) by any other person for any other reason;
  - (5) Claims for damages, other than to a project itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
  - (6) Claims for damages because of bodily injury or death of any person or property damage arising out of the Fire Department's ownership, maintenance, or use of any motor vehicle.
- B. The Parties agree that the Fire Department will maintain WSI insurance for its volunteers and the City will maintain WSI insurance for City employees working for the Fire Department.
- C. The policies of insurance required by this Agreement shall:
- (1) Be written on an occurrence basis, included as additional insureds (subject to any customary exclusion regarding Workers Compensation) the City, the State of North Dakota, and any other individuals or entities identified, all of whom will be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insured, and the insurance afforded to these additional insureds will provide primary coverage for all claims covered in the General Liability and Automobile Liability Policies;
    - (a) All insurance policies required under this Agreement, including the Excess or Umbrella Liability policies, must be from insurers rated "A-" or better by the A.M. Best Company, Inc.

- (2) Include at least the specific coverages and be written for not less than the limits of liability specified or required by laws or regulations, whichever is greater;
  - (3) Contain a provision or endorsement that the coverage afforded will not be canceled or renewal refused until at least thirty (30) days prior written notice has been given to the City and to each other additional insured identified to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Fire Department pursuant to this section will so provide);
  - (4) Not limit in any way the Fire Department's duties to defend, indemnify, and hold harmless the City and the State of North Dakota, and those parties' officers, employees, agents, consultants, subcontractors, and representatives;
  - (5) Either in the policies or in endorsements, contain a "waiver of subrogation" (except for in the Professional Liability Policy) that waives any right to recovery any of the Fire Department's insurance companies might have against the City or the State of North Dakota;
  - (6) Either in the policies or in endorsements, contain a provision that the Fire Department's insolvency or bankruptcy will not release the insurers from payment under the policies, even when the Fire Department's insolvency or bankruptcy prevents the Fire Department from meeting the retention limits under the policies;
  - (7) Either in the policies or in endorsements, contain cross liability/severability of interests, to ensure that all additional parties are covered as if they were all separately covered (with the exception of Workers Compensation policies);
  - (8) Either in the policies or in endorsements, contain a provision that the legal defense provided to the City and the State of North Dakota must be free of any conflict of interest, even if retention of separate legal counsel is necessary;
  - (9) Either in the policies or in endorsements, contain a provision that any attorney who represents the State of North Dakota must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C § 54-12-08;
  - (10) Either in the policies or in endorsements, contain a provision that the Fire Department's policies will be primary and noncontributory regarding any other insurance maintained by or available to the City or the State of North Dakota, and that any insurance maintained by those parties will be in excess of the Fire Department's insurance and will not contribute with it (except for Workers Compensation and Professional Liability Policies).
- D. The limits of liability for the insurance required by this Section will provide coverage for not less than the following amounts or greater where required by laws and regulations:
- (1) Worker's Compensation, and related coverages:

- |   |              |
|---|--------------|
| (a) State:                                    | Statutory*   |
| (b) Applicable Federal (e.g. Longshoreman's): | Statutory*   |
| (c) Employer's Liability:                     | \$1,000,000* |
- (2) The Fire Department's General Liability will include premises or operations coverage and will eliminate the exclusion with respect to property under the care, custody, and control of the Fire Department:
- |  |               |
|--|---------------|
| (a) General Aggregate:   | \$10,000,000* |
| (b) Personal and Advertising Injury:   | \$2,000,000*  |
| (c) Each Occurrence (Bodily Injury and Property Damage):   | \$2,000,000*  |
| (d) Property damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable. |               |
| (e) Excess or Umbrella liability:  |               |
| i. General Aggregate:  | \$10,000,000* |
| ii. Each Occurrence:   | \$10,000,000* |
- (3) Automobile Liability (which will include coverage for any auto, including owned, non-owned, and hired):
- |                      |              |
|----------------------|--------------|
| (a) Bodily injury:   |              |
| i. Each person:      | \$2,000,000* |
| ii. Each accident:   | \$2,000,000* |
| (b) Property Damage: |              |
| i. Each accident:    | \$2,000,000* |
| OR                   |              |
| (c) Combined Single  |              |
| i. Limit of:         | \$2,000,000* |
- (4) The following will be included as additional insured on all of the Fire Department's insurance policies required under this Agreement:
- |                            |  |
|----------------------------|--|
| (a) City; and              |  |
| (b) State of North Dakota. |  |

E. Before the Fire Department begins performing Fire Services, the Fire Department must send the City certificates of insurance and any applicable endorsements attesting to the existence of coverage. The Fire Department will not allow its policies to be cancelled, lapse, terminate, or be amended to reduce coverage below the minimums called for in this Agreement without thirty (30) days' written notice to the City. The certificates of insurance issued to confirm the Fire Department's compliance must reference this Agreement.

F. If required insurance lapses during the term of this Agreement, the City is not required to process invoices after such lapse until the Fire Department provides evidence of reinstatement that is effective as of the lapse date.

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\* The Fire Department is currently verifying its insurance coverages.

G. The City shall have no specific responsibility to provide any general liability coverage or worker's compensation coverage for the benefit of Fire Department Personnel, except those that are City employees, during the terms of this Agreement.

H. Notwithstanding the foregoing, the City shall provide employment insurance to those employees whose compensation is paid by the City commensurate with such insurance the City normally provides to its employees. Because these employees are under the Fire Department's control, the Fire Department shall carry other insurance sufficient to cover the City's risk for liability stemming from the employee's acts as an agent of the Fire Department, as provided for above.

19. **OPEN RECORDS**. The Fire Department will cooperate with the City in responding to any request for documents by any third party to the extent such documents may be required to be disclosed under Chapter 44-04 of North Dakota Century Code regarding open records laws.

20. **LITIGATION ASSISTANCE**. Services required or requested of the Fire Department by the City to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the City, except for suits or claims between the Parties to this Agreement, will be reimbursed as mutually agreed.

21. **INDEMNIFICATION**. The Fire Department will defend, indemnify, and hold harmless the City, and those parties' officers, employees, agents, consultants, subcontractors, and representatives, from and against any and all claims, losses, liabilities, damages, expenses, demands, suits, fines, judgments, costs, expenses, and fees (including all fees and charges of attorneys, and all court, arbitration, mediation, or other resolution costs) arising out of or relating to claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by any negligent act or omission of the Fire Department, its officers, employees, and Board of Directors, or any individual or entity directly or indirectly employed by any of them to perform any of the Fire Services or anyone for whose acts any of them may be liable. This shall include all costs, expenses, and fees incurred by the City in establishing and litigating the existence, scope, or any other matters relating to the Fire Department's obligations to defend, indemnify, and hold harmless; provided the court later determines that the indemnified party's asserted position regarding Fire Department obligations hereunder is correct. The Fire Department's obligations to defend will be free of any conflicts of interest, even if retention of separate legal counsel is necessary. The Fire Department's duties to defend, indemnify, and hold harmless include anything in excess of any minimum insurance requirements described in contract documents, and anything in excess of any of the Fire Department's insurance policy limits. The Fire Department's obligations to defend, indemnify, and hold harmless will continue for a period of the lesser of the statute of limitations or six (6) years following completion of the Fire Services or any termination or expiration of this Agreement.

The indemnified party shall provide notice to the Fire Department after obtaining knowledge of any claim that it may have. In the event the indemnified party pursues a claim pursuant to this section, the indemnified party will also provide relevant information and assistance to the Fire Department.

22. **BREACH AND REMEDIES.**

- A. A breach exists under this Agreement if either Party:
- (1) Makes a material misrepresentation in writing; or
  - (2) Fails or is unable to meet or perform any material promise in this Agreement, and
    - (a) Is incapable of curing the failure, or
    - (b) Does not cure the failure within twenty (20) days following notice (or within a longer period if specified in the notice); provided that if the breach cannot reasonably be cured within the twenty (20) day period and the breaching party is using good faith efforts to cure the claimed breach, the cure period will be extended but in no event for a period greater than 90 days.
- B. The Fire Department must give the City notice immediately if the Fire Department breaches, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a breach under this Agreement.
- C. The City must give the Fire Department notice immediately if the City breaches, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a breach under this Agreement.
- D. The Parties will use their Best Efforts to resolve amicably any dispute, including use of alternative dispute resolution options.
- E. All remedies provided for in this Agreement may be exercised individually or in combination with any other available remedy.

23. **TERMINATION.**

- A. Either Party may terminate this Agreement, in whole or in part, for cause if either Party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within twenty (20) days of written notice and diligently complete the correction thereafter.
- B. On not less than thirty (30) days written notice to the Fire Department, the City may terminate this Agreement, in whole or in part, or modify or limit the Fire Department's Fire Services, and proportionately, the Fire Department's compensation, if:
- (1) The City determines that having the Fire Department provide Fire Services has become infeasible due to changes in applicable laws or regulations, or
  - (2) Expected or actual funding to compensate the Fire Department is withdrawn, reduced, or limited.

In the event of a modification or limitation, whether or not affecting the Fire Department's compensation, the same is subject to the Fire Department's acceptance of this same, the acceptance to not be unreasonably withheld. If not accepted, the Fire Department may



If to City:

Attn: City Administrator  
City of West Fargo  
800 4<sup>th</sup> Ave. E, Suite 1  
West Fargo, ND 58078

Each such mailed notice or communication will be deemed to have been given on the date that is three (3) days after the same is deposited in the United States mail. Each such delivered notice or communication will be deemed to have been given upon the delivery. Either Party may change its address for service of notice in the manner specified in this Section.

26. **PROHIBITION AGAINST ASSIGNMENT.** This is a bilateral personal services agreement. Neither Party shall have the power to assign or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other Party. Any unauthorized assignment is void and unenforceable.
27. **NO THIRD PARTY BENEFICIARIES.** This Agreement gives no rights or benefits to anyone other than the City and the Fire Department and has no third-party beneficiaries.
28. **CONSEQUENTIAL DAMAGES.** To the maximum extent permitted by law, the Fire Department and the Fire Department's affiliated officers, employees, and personnel shall not be liable for the City's special, indirect, or consequential damages, whether such damages arise out of breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action. In order to protect the Fire Department against indirect liability or third-party proceedings, the City will indemnify the Fire Department for any such damages.
29. **MODIFICATION.** This Agreement, including its attachments and schedules, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment approved by the City and executed by the Fire Department Chief and the President of the Fire Department's Board of Directors on behalf of the Fire Department and the President of the City Commission on behalf of the City. It may be modified as to terms and conditions from time to time upon the mutual consent of the Parties; however, such modification shall be reduced to writing, signed by the Parties and the document appended to and made a part of this Agreement. If a party intends to enter into renegotiation of any material term of this Agreement, it shall provide the other party thirty (30) days written notice of this intention.
30. **FORCE MAJEURE.** The Fire Department is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the Fire Department.
31. **WAIVER.** A Party's waiver of enforcement of any of this Agreement's terms or conditions will be effective only if it is in writing. A Party's specific waiver will not constitute a waiver by that Party of any earlier, concurrent, or later breach or default.
32. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the City, its successors and assigns, and any such successor shall be deemed substituted for the City under the terms of this Agreement. This Agreement shall likewise be binding upon the

Fire Department, its successors and assigns. As used in this Agreement, the term “successor” shall include any person, firm, corporation, or other business entity which at any time whether by merger, purchase, or otherwise acquires all or substantially all of the assets or business of the corporation.

33. **NEGOTIATED AGREEMENT.** This Agreement has been arrived at through negotiation between the Parties.
34. **SEVERABILITY AND SURVIVAL.** If any court of competent jurisdiction declares, for any reason, any provision or part of this Agreement to be invalid, illegal, or unenforceable, all remaining terms and provisions of this Agreement will remain binding and enforceable. Limitations of liability, indemnities, and other express representations shall survive termination of this Agreement for any cause.
35. **WAIVER OF JURY TRIAL.** THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THAT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING, COUNTERCLAIM, OR DEFENSE BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN ANY CONNECTION WITH THIS AGREEMENT, OR WITH RESPECT TO ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF ANY PARTY HERETO RELATING TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ALL PARTIES ENTERING INTO THIS AGREEMENT. THIS PROVISION APPLIES ONLY TO SUITS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT.
36. **CONTROLLING LAW AND VENUE.** This Agreement, its interpretation and performance, and any other claims related to it shall be controlled by the laws of the State of North Dakota, and any action brought as a result of any claim, demand, or cause of action arising under the terms of this Agreement shall be brought in an appropriate venue in the State of North Dakota.

**IN WITNESS WHEREOF**, the Parties hereby execute this Agreement on the Effective Date first above written.

*[Signatures appear on the following page.]*

**CITY:**

City of West Fargo, North Dakota

By: \_\_\_\_\_  
Rich Mattern, President of the Board of City  
Commissioners

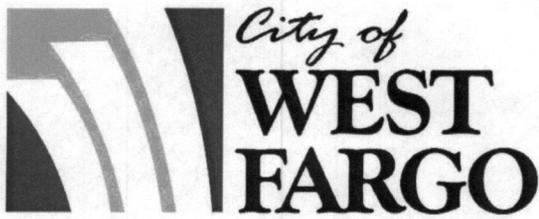
By: \_\_\_\_\_  
Tina Fisk, City Administrator

**FIRE DEPARTMENT:**

West Fargo Fire Department, Inc.

By: \_\_\_\_\_  
Joe Tintes, President of the Board of Directors

By: \_\_\_\_\_  
Daniel Fuller, Chief of the Department



**AGENDA ITEM DESCRIPTION  
CITY COMMISSION  
WEST FARGO, NORTH DAKOTA**

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

1. CONTACT PERSON: Tina Fisk  
\_\_\_\_\_

2. PHONE NUMBER: 370-9521 DATE: 12/14/17  
\_\_\_\_\_

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

Review and Approve the Aerial Mosquito Control Services Contract with Airborne Spraying for the years 2018-2020.

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

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

Approve Contract with Airborne Spraying for 2018-2020



2288 150<sup>th</sup> Street  
Halstad, MN 56548  
(218) 456-2465

[Admin@AirborneCustomSpraying.com](mailto:Admin@AirborneCustomSpraying.com)



# **Aerial Mosquito Control Services**

**West Fargo, North Dakota  
Mosquito Spraying Agreement  
2018-2020**

CITY OF WEST FARGO - AIRBORNE CUSTOM SPRAYING, INC.  
MOSQUITO SPRAYING AGREEMENT  
2018 - 2020

This Mosquito Spraying Agreement ("Agreement") is made between Airborne Custom Spraying, Inc., a Minnesota corporation, of Halstad, MN ("Contractor"), and the City of West Fargo, North Dakota, a municipal corporation ("City"), who agree as follows:

RECITAL

The Contractor and the City hereby agree that Contractor will be retained by City for the purpose of aerial spraying of pesticides over West Fargo, North Dakota. In order to be retained by City, City requires the following from Contractor and its Pilot in Command:

- Minimum of 2,000 hours flight experience;
- Minimum of 50 hours night flight time with a twin-engine aircraft;
- Minimum of 200 hours flight time with a twin-engine aircraft;
- Minimum of 50 hours flight time for the make, model, and series that will be used to complete the spray mission for the City;
- Minimum of 100 hours flight time applying pesticides to a city;
- Minimum of 20 hours flight time applying pesticides to a city at night;
- Minimum of 100 takeoffs/landings at altitude typical of project area with loads similar to an average load;
- Minimum of 2 years' experience in aerial mosquito control;
- Twin engine aircraft with a spray system meeting all specifications in FAR137 and authorized by the FAA and which is based within one hundred (100) miles of the City;
- Spray system nozzles shall be equal to the rotary atomizer-Micronair, 30 micron droplet spectrum;
- Swath Guidance GPS equipment with downloading capabilities. Upon request from the City, Contractor must provide printed reports within 24 hours of application.
- Reloading equipment capable of thirty (30) minute turns; and,
- Licensed and permitted to conduct business as an aerial applicator in North Dakota by April 1, 2018.

Contractor declares it has sufficient personnel and equipment to satisfy the requirements of the above paragraph to effectively spray all areas of the City with chemical pesticides approved for residential spraying. Contractor has provided to the City a written emergency response action plan identifying action steps in the event of an accident or a chemical release/dump, which plan is in form and substance satisfactory to the City.

#### SECTION I.

City hereby engages Contractor as an independent contractor, and not as an employee, to conduct aerial spraying of pesticides of approximately 8,550 acres over the City when directed to do so by Cass County Vector Control (CCVC), and Contractor hereby accepts and agrees to such engagement. City acknowledges and agrees that CCVC will be responsible for the direction of Contractor's work under the terms of this Agreement.

#### SECTION II.

The term of this Agreement shall commence May 1, 2018 subject to Section III of Agreement and shall terminate November 1, 2020(the "Term"), subject, however, to prior termination as hereinafter provided. This Agreement shall be renewed for an additional two (2) year term if approved and accepted in writing by both the Contractor and the City prior to April 1<sup>st</sup> of 2020. Both the City and Contractor agree to negotiate in good faith. This Agreement pertains to mosquito spraying services for the years 2018 through 2020, and a two (2) year Renewal Term if extended as provided in this agreement.

#### SECTION III.

City shall pay Contractor, and Contractor shall accept from City, in full payment of Contractor's services hereunder, compensation at a rate as follows:

- \$8,550.00 Retainer Fee paid on or before March 23 of each year of this Agreement (with first Retainer Fee to be paid on or before March 23, 2018).

- The quoted rate per acre (see Appendix A) is based on the use of the chemical Permethrin 30 + 30 applied at .007 lbs. per acre and mixed with mineral oil for a finished rate of 1 oz. per acre.
- If the City determines that a different application rate of Permethrin or a chemical other than Permethrin should be used, then the rate per acre shall be renegotiated and both the City and Contractor agree to negotiate in good faith.
- City shall pay Contractor a \$500.00 Ferry Fee for each application and assessed to every release of the aircraft by the City.

The Retainer Fee will be subtracted from the billing cycles until 100% of the Retainer Fee has been assessed against Contractor by the City, therefore reducing the cost of the initial billings by \$8,550.00. If at the end of each spray season there remains any unused Retainer Fee, then the unused Retainer Fee shall be retained by and become the sole property of Contractor. Any unused Retainer Fee will not apply to future spray seasons.

#### SECTION IV.

Contractor shall provide all chemicals and shall be responsible for any and all licenses, permits, fees, and all other items required of aerial applicators of pesticides. The chemical usage rates will be determined by CCVC and shall be subject to Section III of this Agreement.

#### SECTION V.

All chemicals used by Contractor must be a chemical which has been previously approved by the Environmental Protection Agency, the North Dakota State Department of Health and the West Fargo Public Health Department prior to application. Further, all chemicals must be applied according to the manufacturers' label, terms and specifications.

#### SECTION VI.

Contractor shall comply with all applicable statutes, ordinances, rules, regulations, and orders of all public agencies and authorities relating to the aerial application of pesticides over residential areas.

## SECTION VII.

No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith and no evidence of any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid and the parties further agree that the provisions of this section may not be waived as herein set forth.

## SECTION VIII.

Contractor will secure public liability insurance in the minimum amounts as follows:

- Non-Chemical:
  - \$5,000,000 Public Liability (bodily injury and property damage) combined single limit.
- Chemical:
  - \$500,000 each person bodily;
  - \$500,000 each occurrence bodily; and,
  - \$500,000 each occurrence property.
- Chemical coverage includes "all labeled products for mosquito control"
- Chemical coverage includes "cities and towns and residential areas"
- Coverage includes the City as a fully insured additional insured

Contractor shall pay the premium on such insurance policy, and the City shall be designated as a "named insured" on such policy. Contractor shall maintain such policy in force for all months in which it performs services for the City under the provisions of this Agreement.

SECTION IX.

Contractor agrees to indemnify the City from any and all liability, loss or damage the City may suffer as a result of claims, demands, costs, or judgments arising from or arising against it from Contractor's negligence in services performed by the Contractor relative to this Agreement.

SECTION X.

Contractor agrees that, upon receiving written authorization from CCVC, aerial application of pesticides over the City shall be completed within a reasonable time from notification by CCVC, not to exceed seventy-two (72) hours, unless such performance is prevented by an act of God (such as high winds, rain or cold temperature) or unforeseen circumstances beyond the control of the Contractor pertaining to the aerial application of the City or aerial application of other clients of Contractor. However, the City reserves the right to cancel or withdraw said notice in writing delivered by CCVC to Contractor prior to the scheduled application. No aerial spraying shall occur without prior written notification to Contractor by and with the approval of CCVC.

SECTION XI.

Contractor agrees that performance under this Agreement shall be completed in a satisfactory and workman-like manner, subject to prior review and approval by the City, and/or state, and/or federal agencies.

SECTION XII.

Contractor shall remain in contact with CCVC for purposes of exchanging information and receiving directives related to the performance of this Agreement. Such contacts should be made and initiated by the Contractor with the designated representatives of CCVC at the time and place agreed upon by the parties hereto.

### SECTION XIII.

With respect to termination of this Agreement:

- In the event of any violation by Contractor of any of the terms of this Agreement, and after failure by Contractor to remedy such violation within fifteen (15) days after written notice of such violation by City, City thereon may terminate this Agreement with written notice to Contractor and with pay for services rendered only to the time of such termination.
- In the event Contractor is not paid by the City in full within thirty (30) days after the delivery of an invoice by Contractor to the City, then Contractor may terminate this Agreement without notice and shall not be further obligated to the City for further aerial spraying.
- If the City and Contractor cannot agree on a renegotiated rate based on the change of the chemical used for spraying, as discussed under Section III of this Agreement, then Contractor may terminate this agreement with thirty (30) days written notice and shall not be further obligated to the City for further aerial spraying.
- In the event that the City terminates this Agreement prior to the end of the Term and there is no unremedied violation by Contractor, then City shall be obligated to pay the remaining unpaid Retainer Fees through the end of the existing Term of this Agreement payable as a lump sum within thirty (30) days of termination. In the event that the Contractor terminates this Agreement prior to the end of the Term, then City shall not be obligated to pay remaining unpaid Retainer Fees.

### SECTION XIV.

Prior to the spraying season, CCVC and City will provide an updated map detailing the spray boundaries with the corresponding updates regarding acreage changes.

CCVC and City shall also assist in the application process for approval with the North Dakota Department of Health. City shall supply an FAA authorization application signed by the Mayor. City shall be responsible for providing this information before April 15th of each year of the contract period. There shall be a \$100 processing fee after that date.

CCVC shall be responsible for making public announcements via radio, television and newspaper at least 48 hours in advance of each spray application. Contractor and CCVC shall edit the announcements in cooperation.

CCVC makes the "go, no go decision" for the release of aircraft. The ultimate decision to spray shall be that of Contractor and shall depend upon the weather conditions at the time of arrival. Should the weather conditions become unfavorable for spraying while the aircraft is en route or while spraying, then Contractor shall coordinate with CCVC the decision to postpone the application. The Ferry Fee shall be applied to City for the release of the aircraft. CCVC shall then be responsible for rescheduling the application and to make further public announcements. Contractor is not responsible for changes in weather or unforeseen mechanical difficulties that may hinder the application.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement at West Fargo, North Dakota, on the \_\_\_\_ day of \_\_\_\_\_, 2018.

AIRBORNE CUSTOM SPRAYING, INC.

By  \_\_\_\_\_  
Robert Aslesen, Vice President

CITY OF WEST FARGO

By \_\_\_\_\_  
Rich Mattern, Mayor of West Fargo

By \_\_\_\_\_  
Director of West Fargo Public Health

ATTESTING:

By \_\_\_\_\_  
Director of Finance

## APPENDIX A

### PRICING STRUCTURE

#### (1) Price per Acre

Combined Acres Per Application	Unit Price *
Fee based on spraying over 15,000 acres	\$2.05 per acre
Fee based on 5,001 – 15,000 acres	\$2.40 per acre
Fee based on 0 – 5,000 acres	\$2.80 per acre
Retainer Fee <sup>+</sup>	<i>See Schedule Below</i>

\* Unit Price includes Permethrin mosquitocide at .007 pounds ai per acre.

#### (2) Ferry Fee per Application

Ferry Fee of \$500 per jurisdiction per application.

#### (3) Retainer Fee per Jurisdiction per Season

Jurisdiction	Retainer Fee <sup>+</sup>
Cass County, ND	\$35,000
City of Fargo, ND	\$26,000
City of West Fargo, ND	\$8,550
City of Moorhead, MN	\$12,000

<sup>+</sup> The retainer fee will be applied as a credit to the beginning of the billing cycle each spray season until 100% of the retainer has been assessed, therefore reducing the cost of the initial billings by the amount of the retainer fee per season. If at the end of the season there remains any unused retainer fee, then the unused retainer fee shall be retained by and become the sole property of Airborne Custom Spraying.

AGENDA ITEM DESCRIPTION  
CITY COMMISSION  
WEST FARGO, NORTH DAKOTA

Agenda # 3

\*\*\*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: December 13, 2017

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

Review of Pioneer Place 1<sup>st</sup> Addition, Replat & Rezoning from C: Light Commercial to PUD: Planned Unit Development

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

Lot 4 less the N 18' and Lots 5-11, Block 6 of Francis 2<sup>nd</sup> Subdivision, City of West Fargo, North Dakota

5. ACTION BEING REQUESTED FROM CITY COMMISSION:

No action requested – the concept plans were approved by Planning Commission on December 11, 2018. The applicant wishes to obtain any comments from the City Commission prior to commencing with detailed development plans for final review by Planning Commission at a later meeting.

---

CITY OF WEST FARGO PLANNING AND COMMUNITY DEVELOPMENT

STAFF REPORT

A17-42		REPLAT & REZONING	
Pioneer Place 1 <sup>st</sup> Addition			
Lot 4 less the N 18' and Lots 5-11, Block 6 of Francis 2 <sup>nd</sup> Subdivision, City of West Fargo, North Dakota			
Applicant/Owner: City of West Fargo		Staff Contact: Tim Solberg	
Planning & Zoning Commission Introduction:		12-11-2017	
Public Hearing:		12-11-2017	
City Commission Introduction:			
Planning & Zoning Commission Detailed Development Plan Review:			
Public Hearing & 1 <sup>st</sup> Reading:			
2 <sup>nd</sup> Reading and Final Plat Approval:			

**PURPOSE:**

Replat to develop a mix of public, commercial, retail and residential uses.

**STATEMENTS OF FACT:**

Land Use Classification:	General Commercial
Existing Land Use:	General Commercial uses
Current Zoning District(s):	C: Light Commercial
Zoning Overlay District(s):	CO-S: Sheyenne Street Corridor Overlay District
Proposed Zoning District(s):	PUD: Planned Unit Development
Proposed Lot size(s) or range:	49,983 ft <sup>2</sup>
Total area size:	56,212 ft <sup>2</sup>
Adjacent Zoning Districts:	North, South & East – C: Light Commercial West – R-2: Limited Multiple Dwellings
Adjacent street(s):	Sheyenne Street (arterial)
Adjacent Bike/Pedestrian Facilities:	Existing Sidewalks
Available Parks/Trail Facilities:	Sheyenne Plaza within ¼ mile, Tintes and South Elementary parks within ½ mile.
Park Dedication Requirements:	The area is developed. No park dedication required.

**DISCUSSION AND OBSERVATIONS:**

- The applicant has submitted an application, preliminary plat, site plan, building elevations and floor plans.
- The plat currently shows one lot for development of a 4-story, multi-use building. The conceptual plan shows underground parking, light commercial tenant space on the 1<sup>st</sup> floor, and residential multiple family units on floors 2-4. There is a community room with a rooftop patio on the 4<sup>th</sup> floor.
- The building shown in the conceptual plans is constructed primarily of glass and brick with the use of some alternative materials such as aluminum casing on windows and pre-finished metal panels on the upper floors to break up the brick and windows. The finishes on the main floor are primarily all glass.
- Access into the development is proposed at two Sheyenne Street access points, as well as the rear

STAFF REPORT

alley. City staff is working with the applicant to identify ways to reduce the amount of access to Sheyenne Street.

- The site was designed under the guidelines of the CO-S: Sheyenne Street Corridor Overlay district standards which are a result of the City’s Downtown Framework Study completed in 2011. The City Economic Development office has been working directly with the development group on this site and the City developing a Private Public Partnership to encourage the growth of the City’s downtown.
- The CO-S Overlay district standards require zero front yard setback and zero side yard setback. There is however deviation allowed where the development wishes to add additional useable space. Parking is required to be facilitated in the rear yard. The current site plan shows parking on the north and south of the building. The applicant has stated their intentions to provide retail spaces on the north and south of the building which would be dependent on available parking.
- The uses are consistent with the CO-S Overlay district as well as the underlying C: Light Commercial district and underlying General Commercial land use.
- The applicant proposed dedicating additional right of way to accommodate on-street diagonal parking in front of the building to be designed in the same fashion as Sheyenne Plaza to the south.
- As the conceptual plans develop into detailed plans, the City and developer will need to review parking requirements and determine how to address parking demand at this site and the availability in the downtown area.
- As part of the Sheyenne Street Corridor Study, parking in this area was also studied. It was determined that there is currently a very large surplus of available parking. The study found the following average spaces available during these periods:
  - more than 800 parking spots available during a weekday morning
  - more than 775 parking spots available during a weekday afternoon
  - more than 850 parking spots available during a weekday evening
  - more than 875 parking spots available during a weekend afternoon
  - more than 875 parking spots available during a weekend evening
- Although it has been demonstrated ample parking is available, it will need to be determined prior to final approval if additional parking is required for this development, and where it will be located.
- The City’s Downtown Design Review provided a number of comments on the previously developed Sheyenne Plaza which are continued on this site. The streetscape, diagonal parking, and use of the alley for access to the underground parking are continued.
- As the detailed development plans are prepared, the City Engineer needs to be consulted to ensure City services are adequately provided for.
- A drainage plan is required for the subdivision and will need to be developed prior to, or as a part of, the special improvement district. The City Engineer has indicated that retention needs are difficult in this area of town and that the current development pattern does not provide retention. Staff is recommending that as part of the developer agreement that future retention needs are addressed as they will likely become part of a larger improvement district.

**NOTICES:**

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

Comments Received:

- None to date.

STAFF REPORT

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

- The proposed plan is consistent with City plans and ordinances:
  - Under the heading Land Use and Community Growth, Goal 3, Objective e. states “To encourage the development of additional retail commercial areas along 13<sup>th</sup> Avenue, Sheyenne Street, and Main Avenue.
  - Under the heading Community Identity, Goal 3, Objective b. states “To enhance the image of Sheyenne Street commercial area as the downtown of the community.
  - Under the heading Community Reinvestment, the objectives of Goal 2 and under the heading Economic Development, the objectives of Goal 1 align with the proposed development.

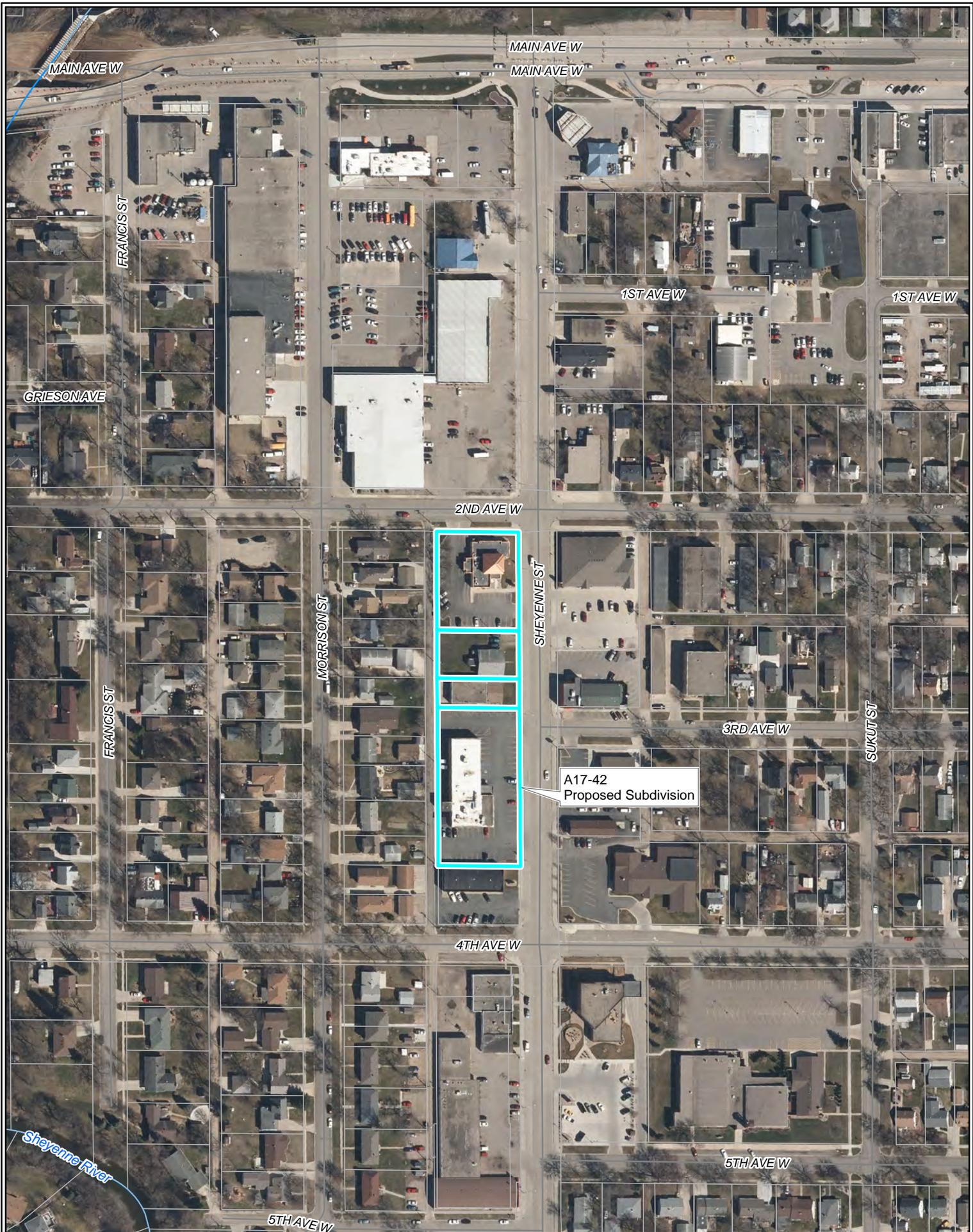
**RECOMMENDATIONS:**

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

1. Parking requirements are further refined and if necessary shared parking agreements are provided to be considered in a resolution for reduction in parking by the City Commission.
2. Development will be subject, but not limited to CO-S: Sheyenne Street Corridor Overlay District, 4-440 Supplementary District Regulations, 4-450 Off-Street Parking and Loading Requirements, and 4-460 Sign Regulations.
3. Utility and infrastructure as well as any current or future drainage considerations be addressed and included in the Public Private Partnership (P3) or developer’s agreement.

**PLANNING AND ZONING RECOMMENDATION:**

At their December 11, 2017 meeting, the Planning and Zoning Commission approved the concept development plans with additional recommendations that the developer provide a construction parking plan to avoid nuisance to the neighborhood as was demonstrated with the adjacent Sheyenne Plaza and that detailed development plans include restrictions from signs being placed on the west elevation of the building facing residential properties.



MAIN AVE W

MAIN AVE W

MAIN AVE W

FRANCIS ST

1ST AVE W

1ST AVE W

GRIESON AVE

2ND AVE W

SHEYENNE ST

FRANCIS ST

MORRISON ST

3RD AVE W

SUKUT ST

A17-42  
Proposed Subdivision

4TH AVE W

5TH AVE W

5TH AVE W

Sheyenne River





A17-42  
Proposed Subdivision

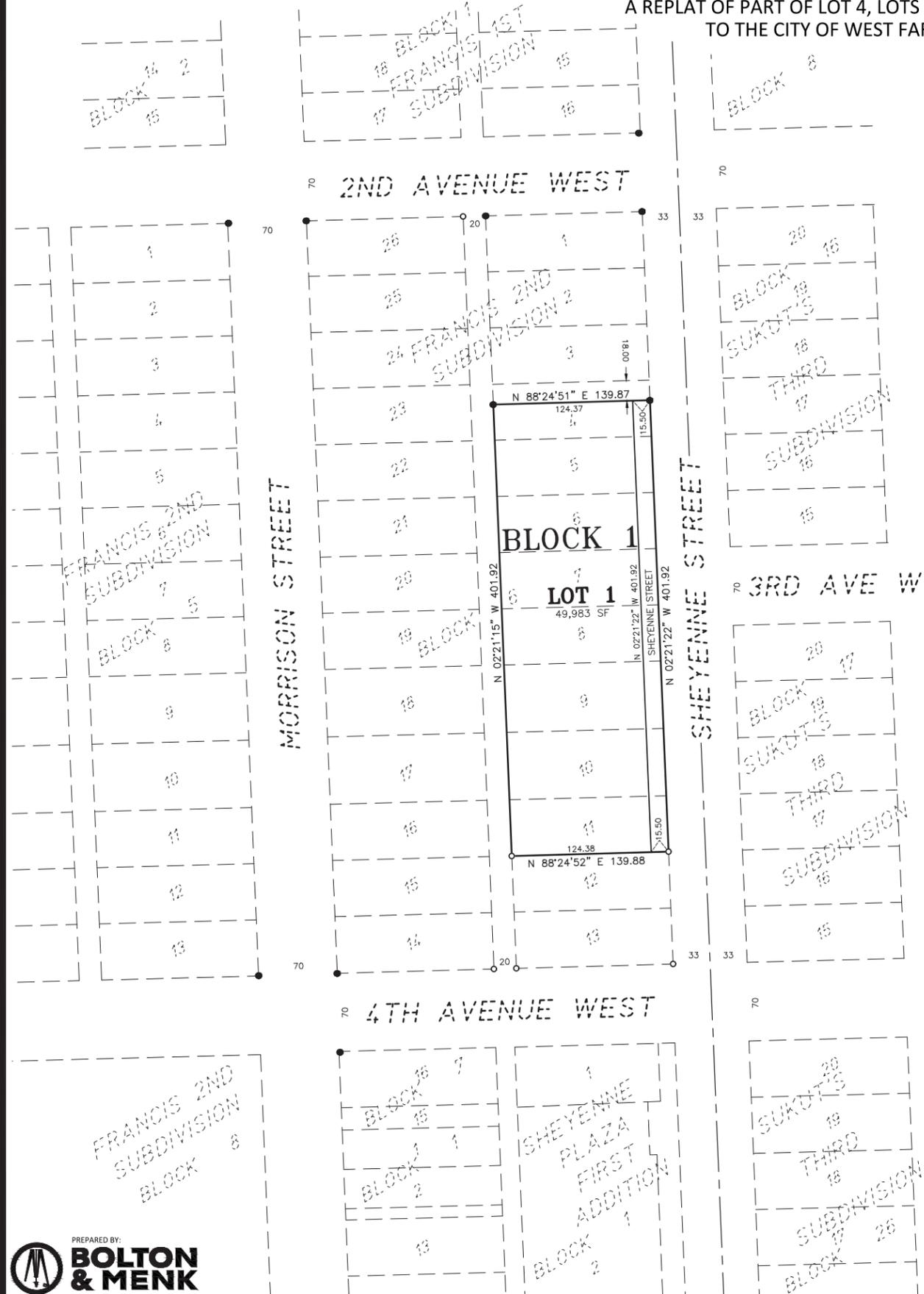


A: Agricultural	HC: Heavy Commercial	P-PUD: PUD in Public	R-1SM: Mixed One and Two Family Dwelling	R-5: Manufactured Home Subdivision
C: Light Commercial	LI: Light Industrial	R-L1A: Large Lot Single Family Dwelling	R-2: Limited Multiple Dwelling	R-1E: Rural Estate
C-PUD: PUD in General Commercial	CM-PUD: PUD in Light Industrial	R-1A: Single Family Dwelling	R-3: Multiple Dwelling	R-R: Rural Residential
C-OP: Commercial Office Park	M: Heavy Industrial	R-1: One and Two Family Dwelling	R-4: Mobile Home	R-PUD: PUD in Residential
C-OP-PUD: PUD in Office Park	P: Public			



# PIONEER PLACE ADDITION

A REPLAT OF PART OF LOT 4, LOTS 5 - 11, BLOCK 6 OF FRANCIS 2ND SUBDIVISION  
TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA



## OWNERS DESCRIPTION AND DEDICATION

KNOWN ALL MEN BY THESE PRESENTS, That City of West Fargo as owner of a parcel of land located in the Northeast Quarter of Section 7, Township 139 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota and more particularly described as follows:

Lot Four except the North Eighteen feet thereof and all of Lot 5, in Block Six, in Francis' Second Subdivision of a portion of the Northeast Quarter of Section Seven, in Township One Hundred Thirty-nine North, of Range Forty-nine West of the Fifth Principal meridian to the City of West Fargo, situate in the County of Cass and the State of North Dakota.  
(Per Document No.1499940)

AND

Lot Seven, in Block Six, of Francis' Second Subdivision of a portion of the Northeast Quarter of Section Seven, in Township One Hundred Thirty-nine North of Range Forty-nine West of the Fifth Principal Meridian, situate in the City of West Fargo, the County of Cass and the State of North Dakota;

AND  
Lot Eight, Nine, Ten and Eleven, in Block Six, of Francis' Second Subdivision of part of the Northeast Quarter of Section Seven, in Township One Hundred Thirty-nine North of Range Forty-nine West of the Fifth Principal Meridian, situate in the City of West Fargo, the County of Cass and the State of North Dakota

AND  
Lot Six, in Block Six, of Francis' Second Subdivision of a portion of the Northeast Quarter of Section Seven, in Township One Hundred Thirty-nine North of Range Forty-nine, situate in the City of West Fargo and the County of Cass  
(Per Document No.1483888)

Containing 56,212 square feet of land, more or less.

Said owner has caused the above described parcel of land to be surveyed and platted as "PIONEER PLACE ADDITION" to the City of West Fargo, Cass County, North Dakota and do hereby dedicate to the public for public use all Streets and Utility Easements as shown on the plat.

OWNER: City of West Fargo

By: Rich Mattern  
President of the West Fargo City Commission

By: Tina Fisk  
City Auditor

State of North Dakota )  
County of Cass )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2017 before me personally appeared Rich Mattern, President of the West Fargo City Commission and Tina Fisk, City Auditor, known to me to be the persons who are described in and who executed the within instrument, and acknowledged to me that they executed the same on behalf of City of West Fargo

Notary Public

## SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT

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

Bruce W. Skipton, Professional Land Surveyor  
North Dakota License Number LS-8251

State of North Dakota )  
County of Cass )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2017 before me personally appeared Bruce W. Skipton, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same.

Notary Public



## LEGEND

- 3/4" IRON PIPE MONUMENT SET MARKED BY LIC. NO. LS-8251
- MONUMENT FOUND
- SUBJECT PROPERTY LINE
- - - EXISTING PROPERTY LINE
- - - EASEMENT LINE
- - - SECTION LINE

## WEST FARGO CITY ATTORNEY APPROVAL

I do hereby certify that proper evidence of title has been examined by me and I approve the plat as to form and execution this \_\_\_\_ day of \_\_\_\_\_, 2018.

John T. Shockley, City Attorney

State of North Dakota )  
County of Cass )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2018 before me personally appeared John T. Shockley, City Attorney, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of the City of West Fargo.

Notary Public

## CITY ENGINEER'S APPROVAL

This plat in the City of West Fargo is hereby approved this \_\_\_\_ day of \_\_\_\_\_, 2018.

Dustin Scott, City Engineer

State of North Dakota )  
County of Cass )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2018 before me personally appeared Dustin Scott, City Engineer, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of the City of West Fargo.

Notary Public

## WEST FARGO PLANNING COMMISSION APPROVAL

This plat in the City of West Fargo is hereby approved this \_\_\_\_ day of \_\_\_\_\_, 2017.

Tom McDougal, Chairman, West Fargo Planning Commission

State of North Dakota )  
County of Cass )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2017 before me personally appeared Tom McDougal, Chairman, West Fargo Planning Commission, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of the West Fargo Planning Commission.

Notary Public

## WEST FARGO CITY COMMISSION APPROVAL

This plat in the City of West Fargo is hereby approved this \_\_\_\_ day of \_\_\_\_\_, 2018.

Rich Mattern, President of the West Fargo City Commission

Attest: Tina Fisk, City Auditor

County of Cass )  
State of North Dakota )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2018 before me personally appeared Rich Mattern, President of the West Fargo City Commission, and Tina Fisk, City Auditor known to me to be the persons who are described in and who executed the within instrument, and acknowledged to me that they executed the same on behalf of the City of West Fargo.

Notary Public



**PIONEER PLACE**  
WEST FARGO, ND

**ICON**  
ARCHITECTURAL GROUP



**PIONEER PLACE**  
WEST FARGO, ND

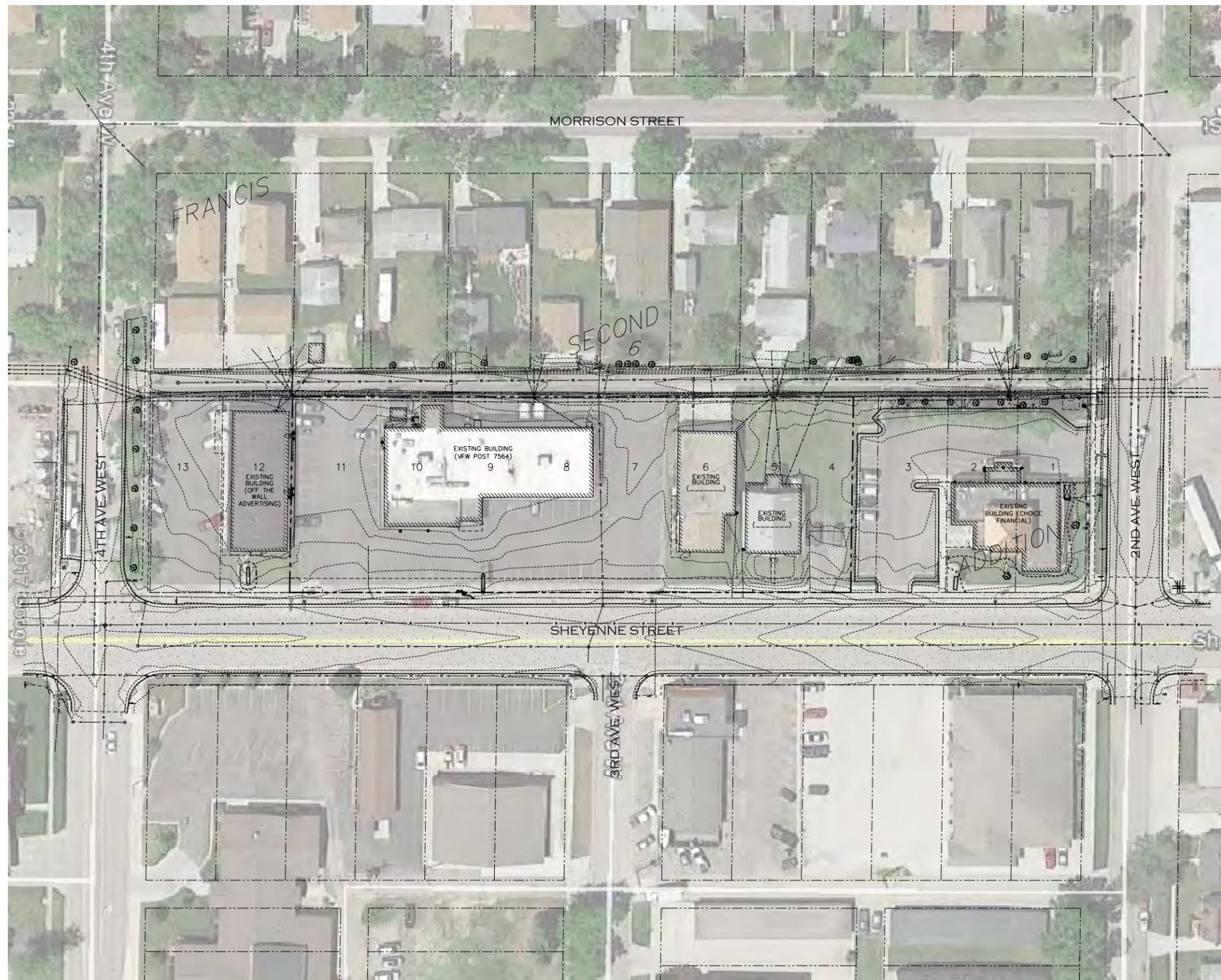
# Pioneer Plaza

50% Construction Documents  
Core & Shell Bid Package #1  
December 4th, 2017



**ZICO**  
ARCHITECTURAL GROUP

Pioneer Plaza  
50% Construction Documents  
core & Shell Bid Package #1  
12/04/2017 | Project # 17-081



1 EXISTING SITE PLAN  
 A001 1" = 40'-0"

STRUCTURAL

MECHANICAL

ELECTRICAL

CIVIL

**MBN Engineering, INC.**  
 503 7th Street North, Suite 200  
 Fargo, ND 58102  
 (701) 478.6336 Office  
 (701) 478.6340 Fax

**Pioneer Place**

**West Fargo, ND 58078**

**Drawing History**

No.	Description	Date
1	Schematic Design	09/09/17

DRAWN BY: TW/KD JNC: 17-081



NOT FOR  
 CONSTRUCTION

Existing Site Plan

SHEET  
**A001**

STRUCTURAL

MECHANICAL

ELECTRICAL

CIVIL

**MBN Engineering, INC.**  
503 7th Street North, Suite 200  
Fargo, ND 58102  
(701) 478.6336 Office  
(701) 478.6340 Fax

**Pioneer Place**  
**222 Sheyenne Street**  
**West Fargo, ND 58078**

**Drawing History**

No.	Description	Date
1	Schematic Design	06/09/17

DRAWN BY: TW/KD JNC: 17-081



NOT FOR  
CONSTRUCTION

Site Plan

SHEET  
**A002**

**GENERAL NOTES:**

1. ALL WORK PERFORMED WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE CITY OF WEST FARGO STANDARD CONSTRUCTION SPECIFICATIONS. PRIOR TO DOING AS WORK IN THE CITY RIGHT-OF-WAY THE CONTRACTOR SHALL CALL THE ENGINEERING DEPARTMENT AT 701 282 4692.
2. ALL DRIVEWAYS LEADING TO REFUSE CONTAINERS SHALL BE CONSTRUCTED OF 6" CONCRETE WITH A MINIMUM 6" COMPACTED BASE.
3. ALL LANDSCAPING SHALL BE PROTECTED FROM VEHICULAR TRAFFIC BY A STANDARD CONCRETE CURB AND GUTTER.
4. ALL SIGNS TO BE APPROVED BY THE WEST FARGO INSPECTIONS DEPARTMENT (CONVENTIONAL ZONING) OR PLANNING DEPARTMENT (PLANNED UNIT DEVELOPMENT).

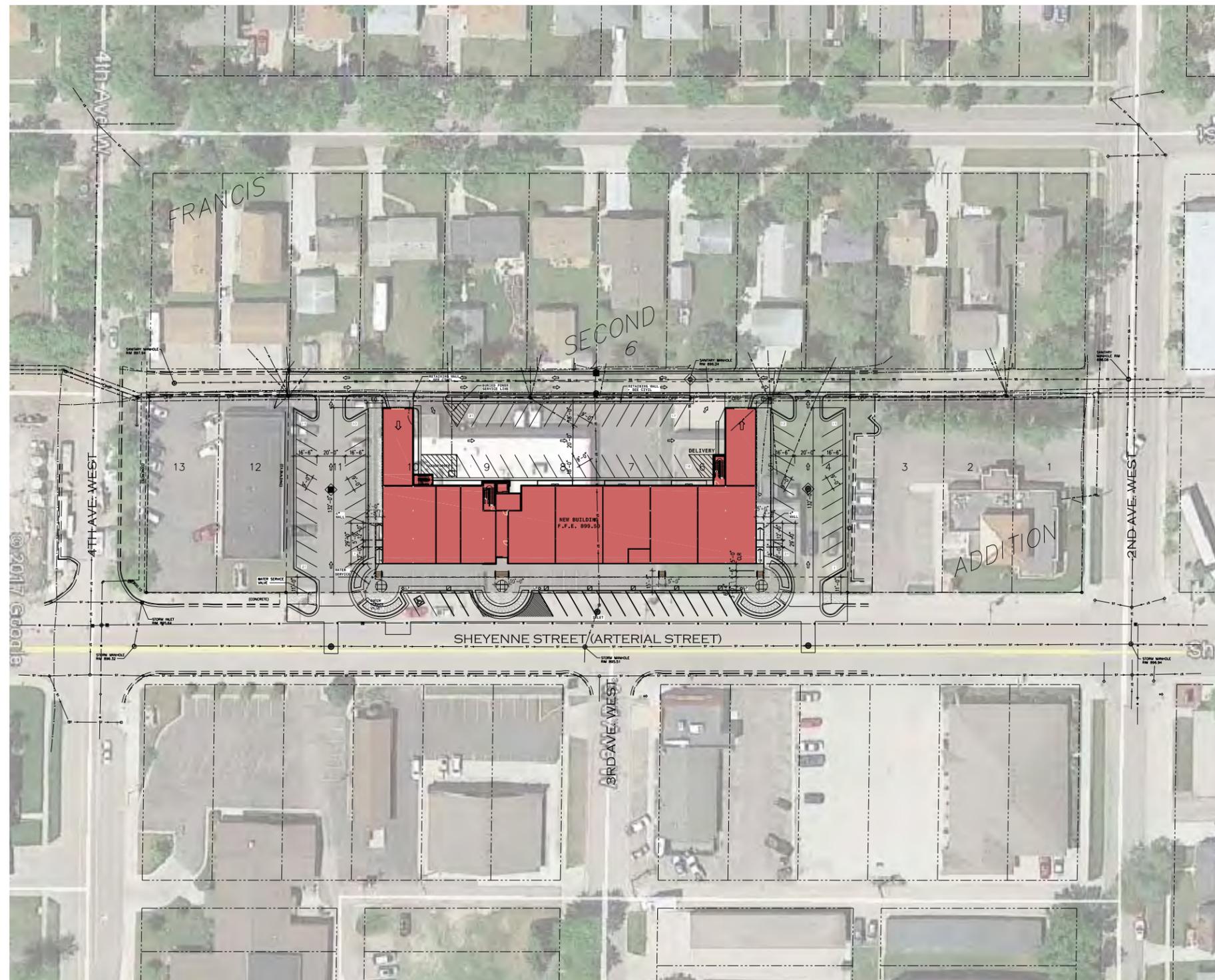
PROPERTY INFORMATION	PROJECT INFORMATION
<b>PIONEER PLACE</b> 222 SHEYENNE STREET WEST FARGO, ND 58078  <b>LEGAL DESCRIPTION</b> LOTS 4 THRU 11, BLOCK 6, FRANCIS SECOND ADDITION  <b>ZONING</b> C - LIGHT COMMERCIAL DISTRICT  <b>DEVELOPMENT</b> NAME: OWNER / DEVELOPER NAME:	<b>BUILDING INFORMATION</b> BUILDING HEIGHT = PER IBC DEFINITION - 60' OCCUPANCY = NCY = E - EDUCATIONAL - S-2, B, R-2 CONSTRUCTION TYPE = IIA & IIB SPRINKLER SYSTEM = NFPA 13 FFE = 699.50 (V.)

PARKING REQUIREMENTS	PARKING PROVIDED																								
OFF-STREET PARKING AREAS OF SUFFICIENT SIZE TO PROVIDE PARKING FOR PATRONS, CUSTOMERS, SUPPLIERS, VISITORS & EMPLOYEES SHALL BE PROVIDED ON THE PREMISES OF EACH USE.  OFF STREET PARKING = 16 ON SITE PARKING = 71 UNDERGROUND PARKING = 37 TOTAL PARKING = 124	<table border="1"> <thead> <tr> <th colspan="3">PARKING SCHEDULE</th> </tr> </thead> <tbody> <tr> <td>PARKING SPACE-STANDARD- ADA-7' X 16'-0" DEG</td> <td></td> <td>3</td> </tr> <tr> <td>PARKING SPACE-7' X 16' - 80 DEG</td> <td></td> <td>71</td> </tr> <tr> <td>OFF STREET PARKING SPACE-7' X 16' - 80 DEG</td> <td></td> <td>16</td> </tr> <tr> <td>UNDERGROUND PARKING SPACE-7' X 16' - 80 DEG</td> <td></td> <td>37</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th colspan="3">ACCESSIBLE PARKING (REQUIRED)</th> </tr> </thead> <tbody> <tr> <td>TOTAL PARKING SPACES REQUIRED</td> <td>REQUIRED MINIMUM NUMBER OF ACCESSIBLE SPACES</td> <td>PROVIDED</td> </tr> <tr> <td>-</td> <td>2</td> <td>127</td> </tr> </tbody> </table>	PARKING SCHEDULE			PARKING SPACE-STANDARD- ADA-7' X 16'-0" DEG		3	PARKING SPACE-7' X 16' - 80 DEG		71	OFF STREET PARKING SPACE-7' X 16' - 80 DEG		16	UNDERGROUND PARKING SPACE-7' X 16' - 80 DEG		37	ACCESSIBLE PARKING (REQUIRED)			TOTAL PARKING SPACES REQUIRED	REQUIRED MINIMUM NUMBER OF ACCESSIBLE SPACES	PROVIDED	-	2	127
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-	2	127																							

LOT, HEIGHT, AREA & YARD REQUIREMENTS - PER 4-427.4	SITE SCHEDULE																		
MINIMUM YARD SETBACKS SHALL BE AS FOLLOWS: FRONT - 0' MINIMUM SETBACK REQUIRED, REAR - 0' MINIMUM SETBACK REQUIRED, SIDE - 0' MINIMUM SETBACK REQUIRED, PARKING SETBACKS: 0' LOT COVERAGE SHALL NOT EXCEED 50% OF THE LOT	<table border="1"> <thead> <tr> <th>Name</th> <th>Surface Area</th> <th>Percent Coverage</th> </tr> </thead> <tbody> <tr> <td>Site - Overall</td> <td>56,298 SF (1.29 ac)</td> <td>100%</td> </tr> <tr> <td>Building Footprint</td> <td>17,810 SF</td> <td>31.6%</td> </tr> <tr> <td>Paved Surface</td> <td>30,566 SF</td> <td>54.2%</td> </tr> <tr> <td>Green Space</td> <td>7,922 SF</td> <td>14.0%</td> </tr> <tr> <td>Impervious Surface</td> <td>48,376 SF</td> <td>85.9%</td> </tr> </tbody> </table>	Name	Surface Area	Percent Coverage	Site - Overall	56,298 SF (1.29 ac)	100%	Building Footprint	17,810 SF	31.6%	Paved Surface	30,566 SF	54.2%	Green Space	7,922 SF	14.0%	Impervious Surface	48,376 SF	85.9%
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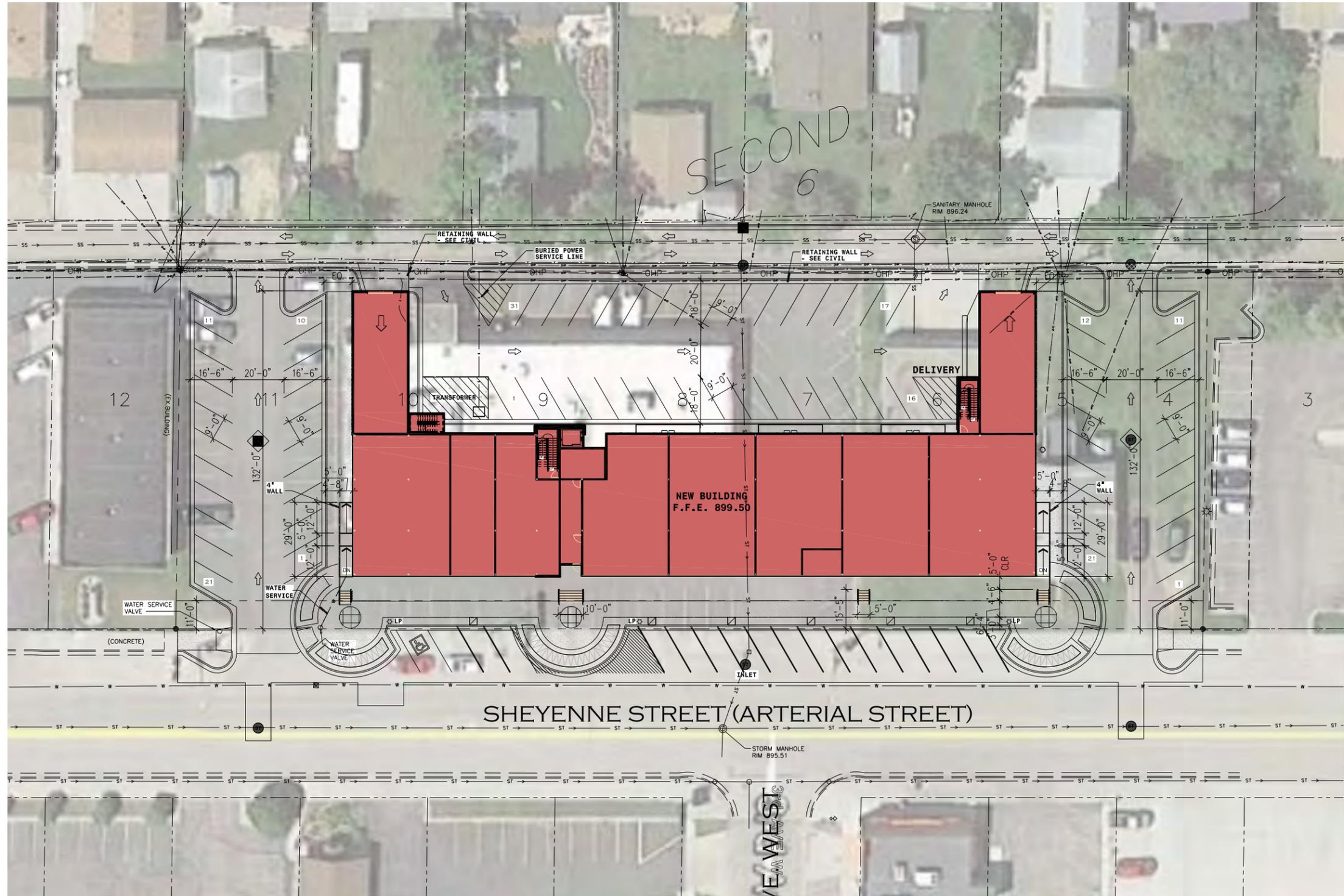
LINE TYPE LEGEND	
---	PROPERTY LINE
- - - -	EASEMENT LINE
---	SETBACK LINE
---	WATER LINE
- > - > - > - >	SANITARY SEWER LINE
- >> - >> - >> - >>	STORM SEWER LINE
—ELEC—ELEC—	ELECTRICAL
—GAS—GAS—GAS—	GAS
—UG—	UNDERGROUND FIBER

APPROVAL	WASTE/RECYCLING CONTAINERS PROVIDED
APPROVED BY: _____  TITLE: _____  DATE: _____	TRASH CONTAINERS SHALL BE PROVIDED ON SITE FOR DEBRIS, ALL WASTE FROM THE OPERATION SHALL BE PROPERLY DISPOSED OF.



1 SITE PLAN  
A002 1" = 40'-0"

STRUCTURAL
MECHANICAL
ELECTRICAL
CIVIL
<p><b>MBN Engineering, INC.</b> 503 7th Street North, Suite 200 Fargo, ND 58102 (701) 478.6336 Office (701) 478.6340 Fax</p>

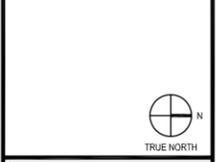


**Pioneer Place**  
**222 Sheyenne Street**  
**West Fargo, ND 58078**

**Drawing History**

No.	Description	Date
1	Schematic Design	08/09/17

DRAWN BY: TW/KD      JNC: 17-081



NOT FOR  
CONSTRUCTION

Site Plan - Enlarged

SHEET  
**A003**

**1** SITE PLAN - ENLARGED  
1" = 20'-0"

**GENERAL NOTES - OVERALL FLOOR PLANS:**

- 1) OVERALL PLANS BEING PROVIDED FOR REFERENCE AND AS LEGEND. SEE ENLARGED DRAWINGS FOR MORE INFORMATION.
- 2) COORDINATE WALL TYPES, RATINGS, AND FLOOR / CEILING ASSEMBLY RATINGS WITH CODE STUDY DRAWINGS.

**Pioneer Place**  
Bid Package #1  
(Core & Shell)  
222 Sheyenne St.  
West Fargo, ND 58078

**Drawing History**

No.	Description	Date
1	50% CD - Core & Shell	12/04/17

DRAWN BY: RS JN: 17-081

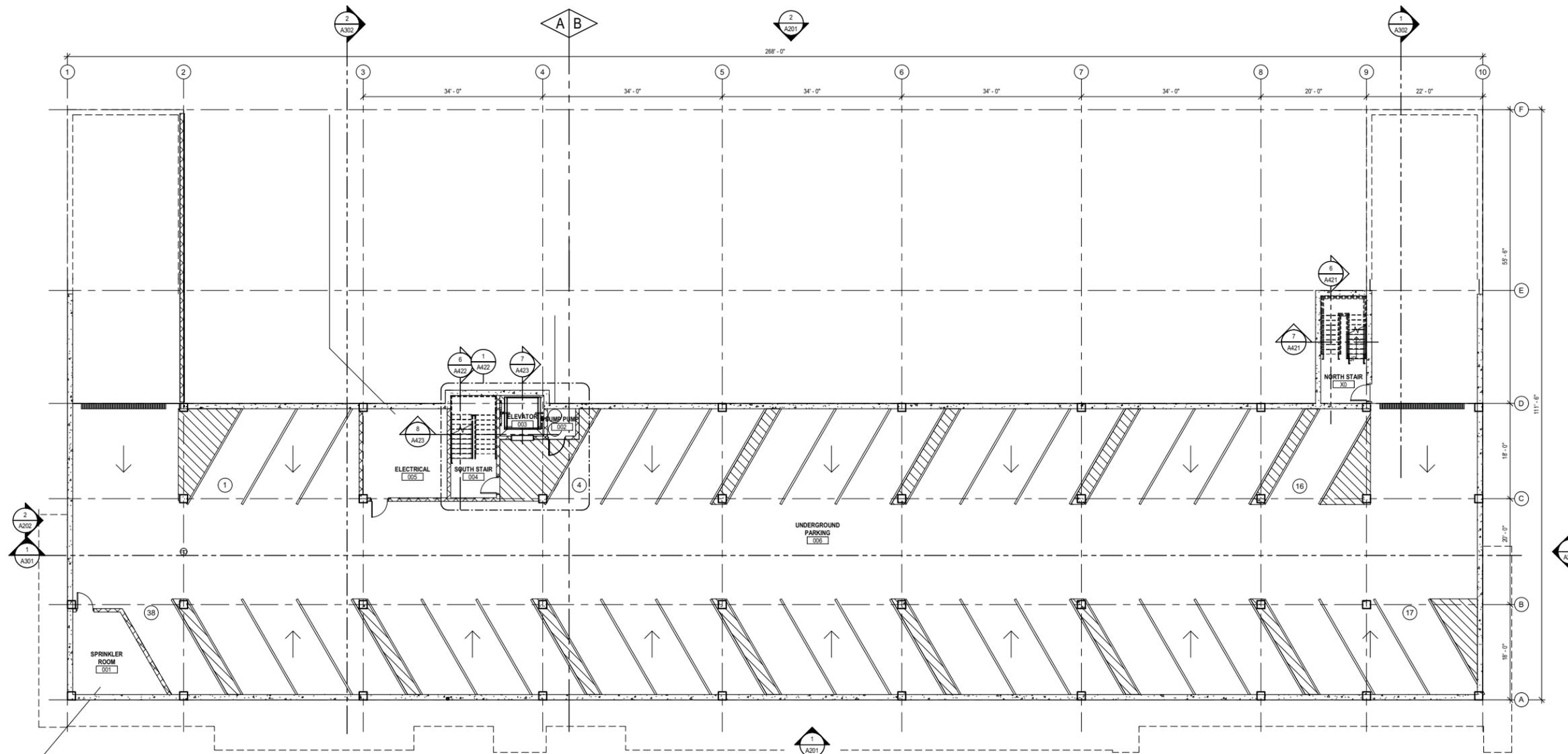


**NOT FOR CONSTRUCTION**

Lower Level Floor Plan - Overall

SHEET

**A101**



1  
A101  
Underground Parking Plan - Overall  
3/32" = 1'-0"

**GENERAL NOTES - OVERALL FLOOR PLANS:**

- 1) OVERALL PLANS BEING PROVIDED FOR REFERENCE AND AS LEGEND. SEE ENLARGED DRAWINGS FOR MORE INFORMATION.
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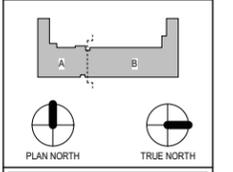
STRUCTURAL
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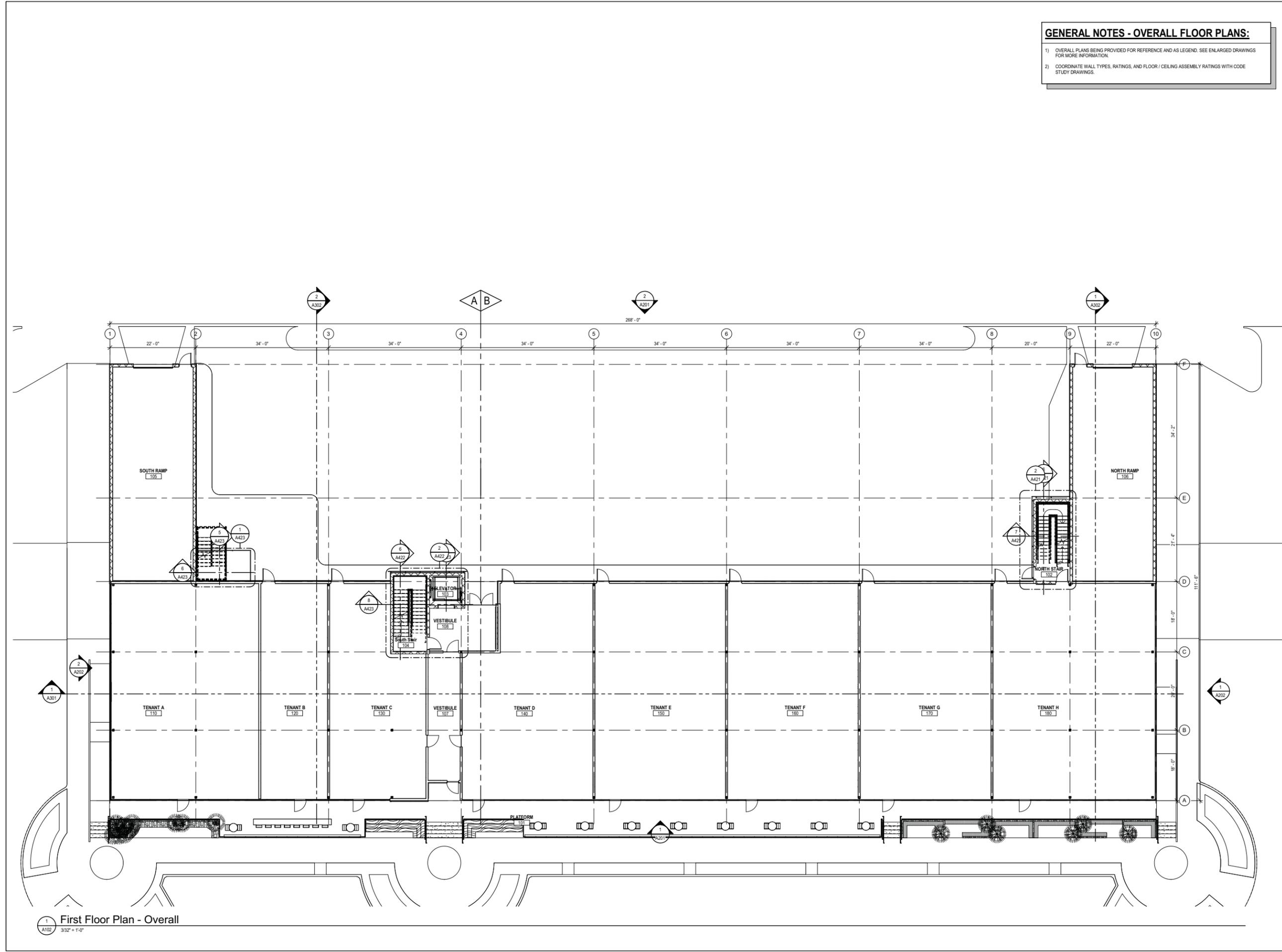
**Drawing History**

No.	Description	Date
1	50% CD - Core & Shell	12/04/17

DRAWN BY: RS      JN: 17-081



**NOT FOR CONSTRUCTION**



1  
A102  
332" = 1'-0"  
**First Floor Plan - Overall**

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**GENERAL NOTES - OVERALL FLOOR PLANS:**

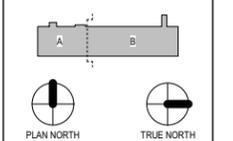
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**Pioneer Place**  
Bid Package #1  
(Core & Shell)  
222 Sheyenne St.  
West Fargo, ND 58078

**Drawing History**

No.	Description	Date
1	50% CD - Core & Shell	12/04/17

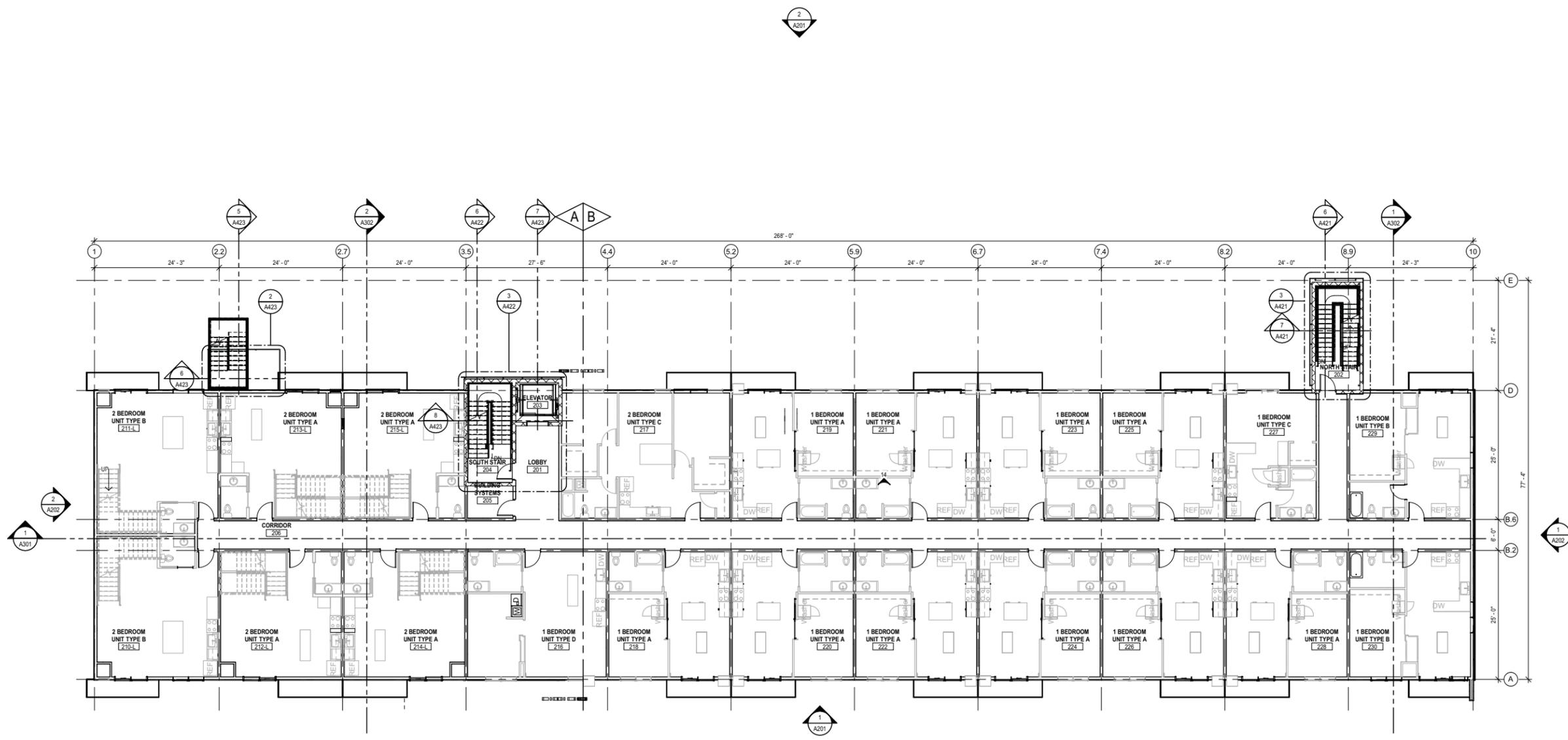
DRAWN BY: RS JN: 17-081



**NOT FOR CONSTRUCTION**

Second Floor Plan - Overall

SHEET  
**A103**



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12/4/2017 10:06:20 AM

**1** Second Floor Plan - Overall  
A103 3/32" = 1'-0"

**GENERAL NOTES - OVERALL FLOOR PLANS:**

- 1) OVERALL PLANS BEING PROVIDED FOR REFERENCE AND AS LEGEND. SEE ENLARGED DRAWINGS FOR MORE INFORMATION.
- 2) COORDINATE WALL TYPES, RATINGS, AND FLOOR / CEILING ASSEMBLY RATINGS WITH CODE STUDY DRAWINGS.

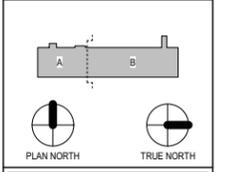
STRUCTURAL
MECHANICAL
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<b>MBN Engineering, INC.</b> 503 7th Street North, Suite 200 Fargo, ND 58102 (701) 478.6336 Office (701) 478.6340 Fax

**Pioneer Place**  
Bid Package #1  
(Core & Shell)  
222 Sheyenne St.  
West Fargo, ND 58078

**Drawing History**

No.	Description	Date
1	50% CD - Core & Shell	12/04/17

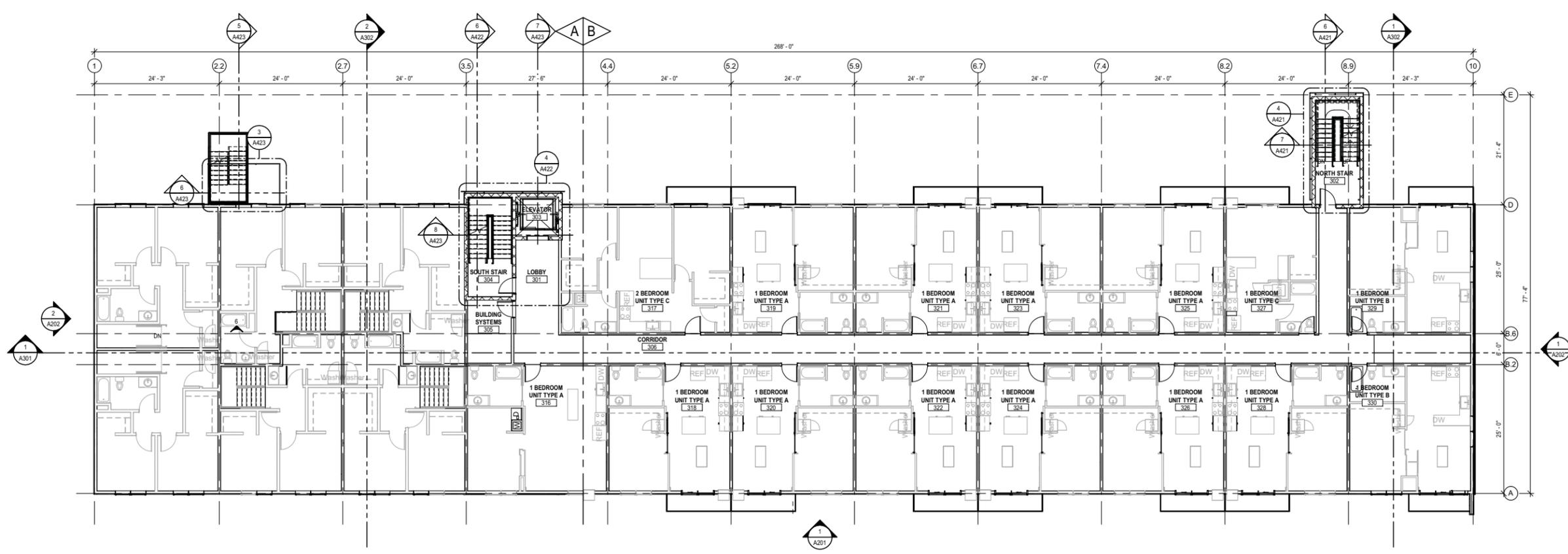
DRAWN BY: RS      JN: 17-081



**NOT FOR CONSTRUCTION**

Third Floor Plan - Overall

SHEET  
**A104**



1  
A104  
Third Floor Plan - Overall  
3/32" = 1'-0"

12/4/2017 10:06:30 AM C:\Revit\Local\2018\17-081 Pioneer Plaza\_BidPackage5\F7.rvt

**GENERAL NOTES - OVERALL FLOOR PLANS:**

- 1) OVERALL PLANS BEING PROVIDED FOR REFERENCE AND AS LEGEND. SEE ENLARGED DRAWINGS FOR MORE INFORMATION.
- 2) COORDINATE WALL TYPES, RATINGS, AND FLOOR / CEILING ASSEMBLY RATINGS WITH CODE STUDY DRAWINGS.

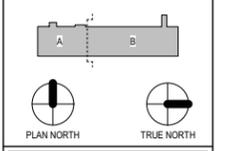
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**Pioneer Place**  
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West Fargo, ND 58078

**Drawing History**

No.	Description	Date
1	50% CD - Core & Shell	12/04/17

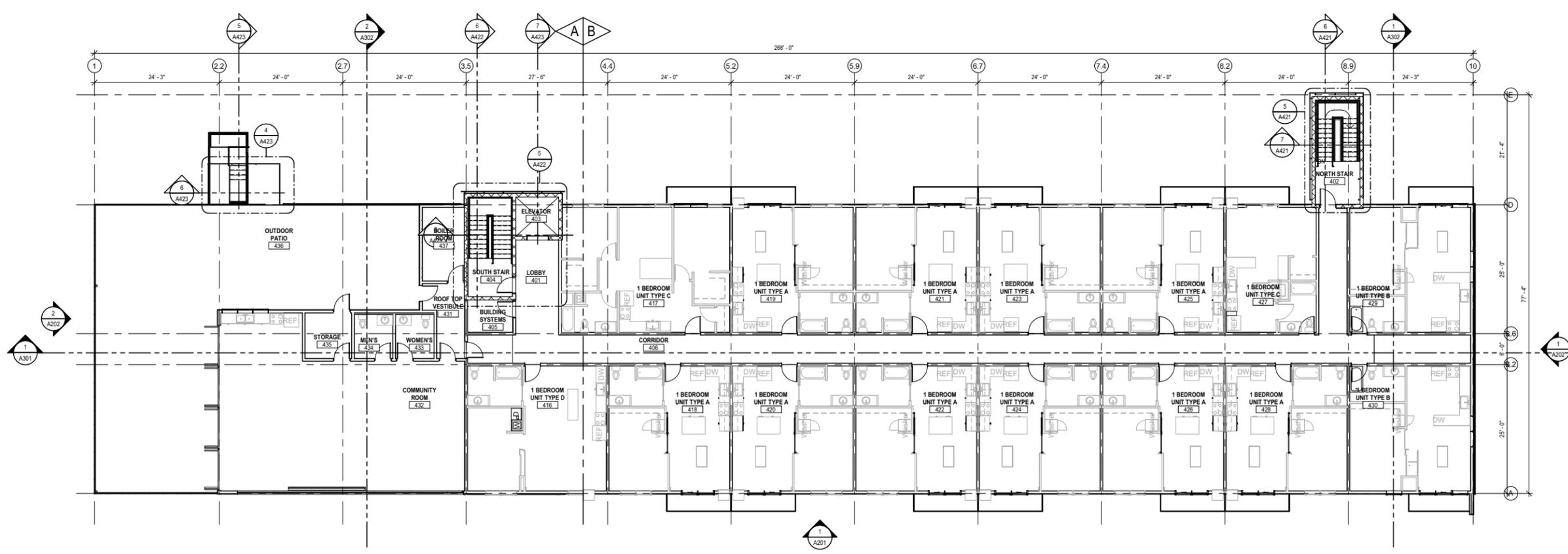
DRAWN BY: RS      JN: 17-081



**NOT FOR CONSTRUCTION**

Fourth Floor Plan - Overall

SHEET  
**A105**

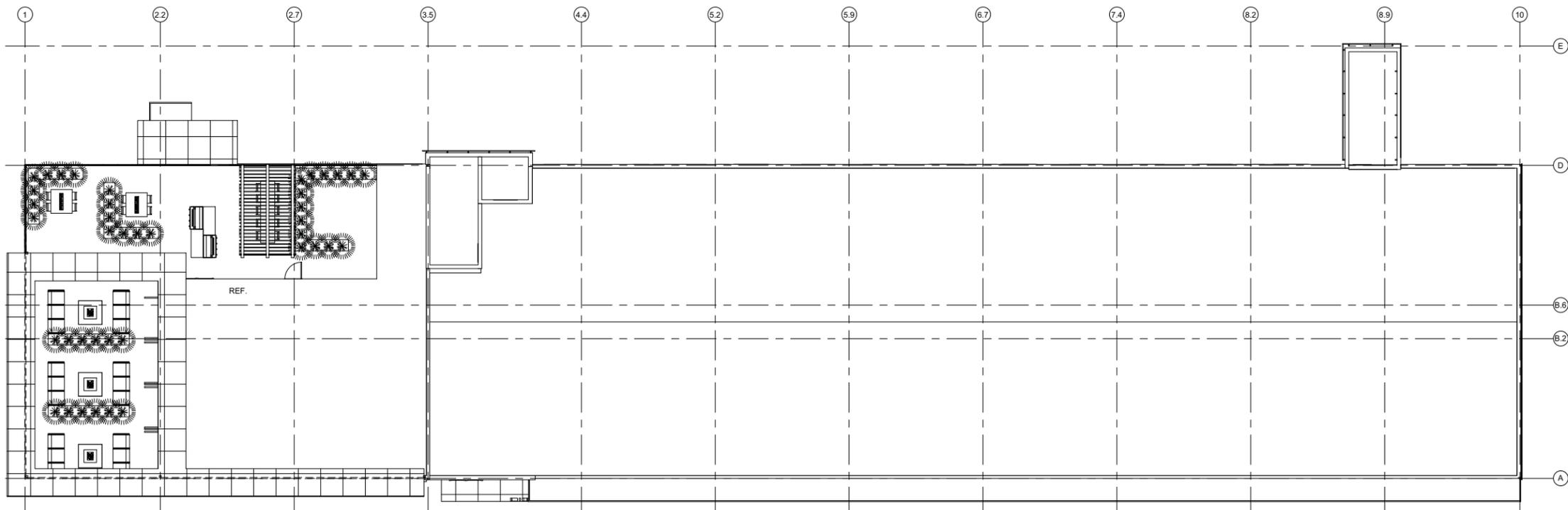


1  
A105  
Fourth Floor Plan - Overall  
3/32" = 1'-0"

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1  
A106  
Roof Plan  
3/32" = 1'-0"



**ICON**  
architectural group

4000 Garden View Drive  
Suite 101  
Grand Forks, ND 58201

p. 701.772.4266 | f. 701.772.4275  
www.iconarchitects.com

STRUCTURAL

MECHANICAL

ELECTRICAL

CIVIL

**MBN Engineering, INC.**  
503 7th Street North, Suite 200  
Fargo, ND 58102  
(701) 478.6336 Office  
(701) 478.6340 Fax

**Pioneer Place**  
Bid Package #1  
(Core & Shell)  
222 Sheyenne St.  
West Fargo, ND 58078

Drawing History

No.	Description	Date
1	50% CD - Core & Shell	12/04/17

DRAWN BY: RS JN: 17-081



**NOT FOR  
CONSTRUCTION**

Roof Plan

SHEET

**A106**

**Pioneer Place**  
Bid Package #1  
(Core & Shell)  
222 Sheyenne St.  
West Fargo, ND 58078

**Drawing History**

No.	Description	Date
1	50% CD - Core & Shell	12/04/17

DRAWN BY: RS      JN: 17-081

**NOT FOR CONSTRUCTION**

**GENERAL NOTES - ELEVATIONS:**  
1. COORDINATE MATERIAL FINISHES AND COLORS WITH SPECIFICATIONS.

**KEYNOTES - ELEVATIONS:**  
 ① NOT USED.  
 ② AIR CONDITIONER WALL UNIT. COORDINATE COLOR OF LOUVER WITH ARCHITECT. COORDINATE WITH MECHANICAL.  
 ③ VTAC LOUVER. COORDINATE COLOR OF LOUVER WITH ARCHITECT. COORDINATE WITH MECHANICAL.  
 ④ EXTERIOR DOOR. SEE FLOOR PLANS FOR MORE INFORMATION.  
 ⑤ METAL ROOF CAP, TRIM, AND FLASHING. SEE DETAILS.  
 ⑥ NOT USED.  
 ⑥A NICHHA FIBER CEMENT WALL PANELS, TYPE 01.  
 ⑥B NICHHA FIBER CEMENT WALL PANELS, TYPE 02.  
 ⑦A METAL PANEL, TYPE 01. (TYPICAL AT BACK WALL OF RECESSED DECK)  
 ⑦B METAL PANEL, TYPE 02. (TYPICAL AT NORTH/SOUTH TOWERS AND WEST ENTRANCE)  
 ⑧ LONGBOARD EXTRUDED ALUMINUM PRIVACY SCREEN SYSTEM

**KEYNOTES - ELEVATIONS:**  
 ⑨ KALALL SYSTEM  
 ⑩ EIFS, TYPE 01.  
 ⑪ METAL PANEL, TYPE 01.  
 ⑫ CORRUGATED METAL PANEL, ORIENTED VERTICALLY  
 ⑬ CORRUGATED METAL PANEL, ORIENTED HORIZONTALLY  
 ⑭ DOOR OPERATOR CONTROL. COORDINATE WITH ELECTRICAL.  
 ⑮ CARD ACCESS CONTROL. COORDINATE WITH ELECTRICAL.



1 East Elevation  
A201 3/32" = 1'-0"



2 West Elevation  
A201 3/32" = 1'-0"

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**Pioneer Place**  
Bid Package #1  
(Core & Shell)  
222 Sheyenne St.  
West Fargo, ND 58078

Drawing History

No.	Description	Date
1	50% CD - Core & Shell	12/04/17

DRAWN BY: RS JN: 17-081

**NOT FOR  
CONSTRUCTION**

Exterior Elevations

SHEET

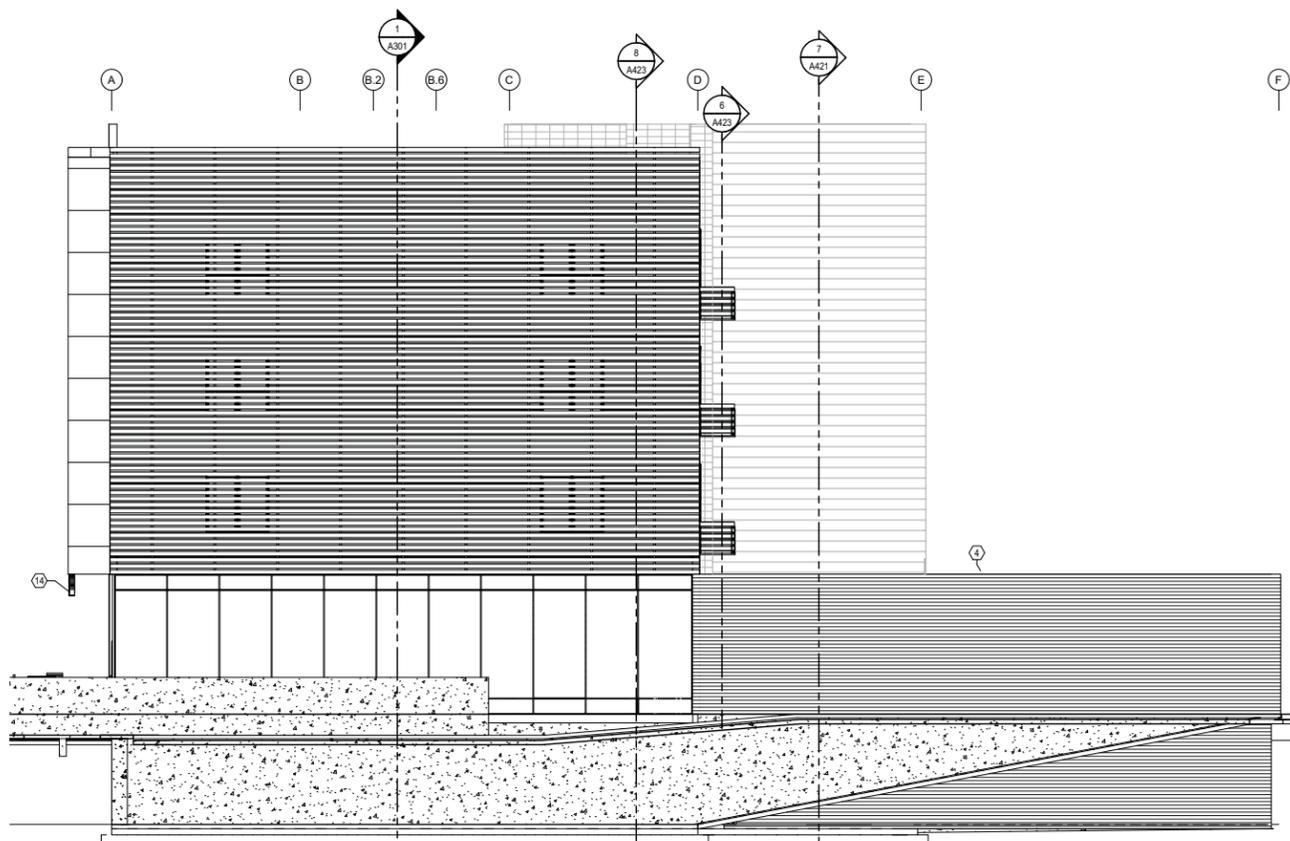
**A202**

GENERAL NOTES - ELEVATIONS:

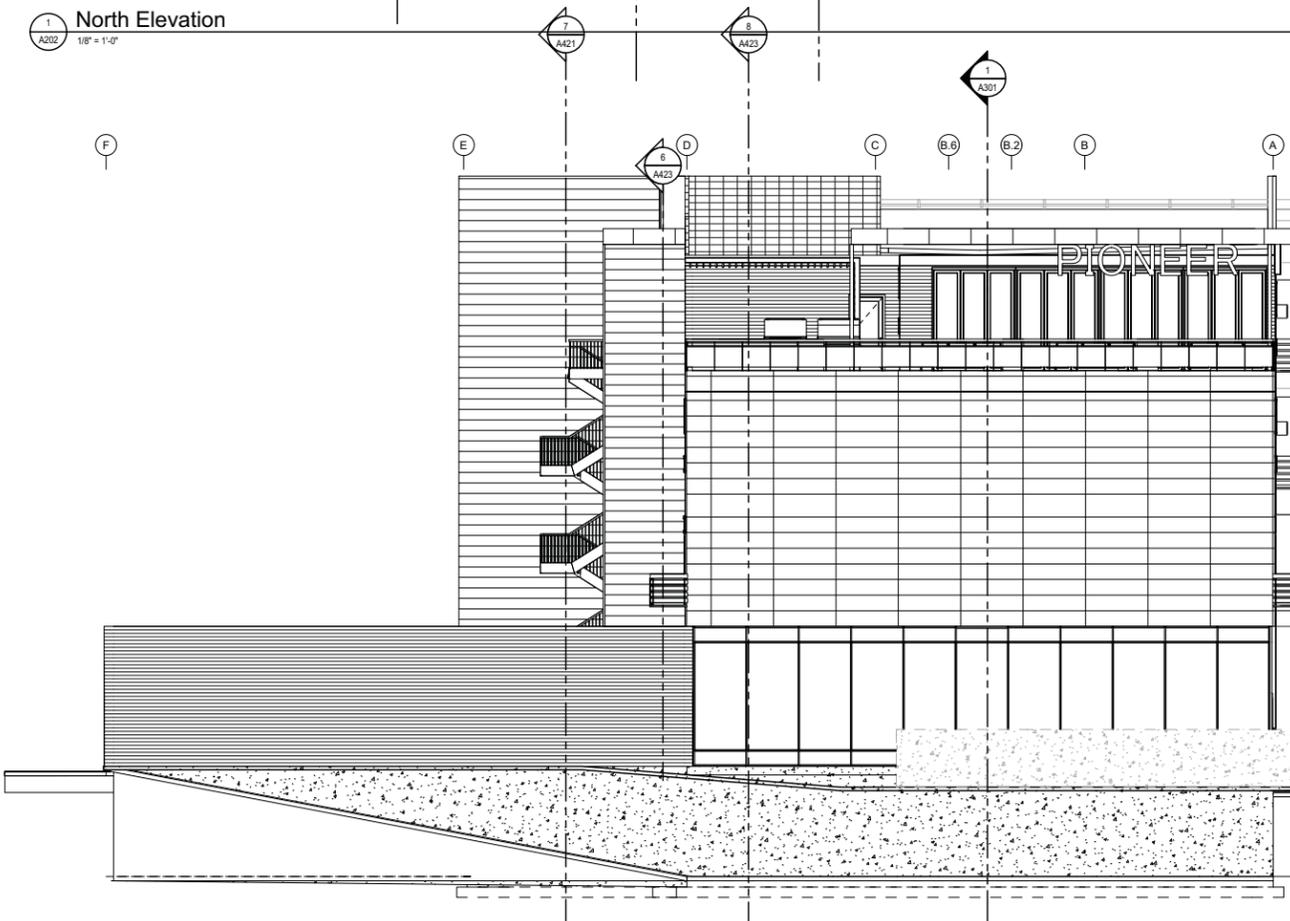
- COORDINATE MATERIAL FINISHES AND COLORS WITH SPECIFICATIONS.

KEYNOTES - ELEVATIONS:

- NOT USED.
- AIR CONDITIONER WALL UNIT. COORDINATE COLOR OF LOUVER WITH ARCHITECT. COORDINATE WITH MECHANICAL.
- VTAC LOUVER. COORDINATE COLOR OF LOUVER WITH ARCHITECT. COORDINATE WITH MECHANICAL.
- EXTERIOR DOOR. SEE FLOOR PLANS FOR MORE INFORMATION.
- METAL ROOF CAP, TRIM, AND FLASHING. SEE DETAILS.
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- METAL PANEL, TYPE 01. (TYPICAL AT BACK WALL OF RECESSED DECK)
- METAL PANEL, TYPE 02. (TYPICAL AT NORTHSOUTH TOWERS AND WEST ENTRANCE)
- LONGBOARD EXTRUDED ALUMINUM PRIVACY SCREEN SYSTEM
- KALALL SYSTEM
- EIFS, TYPE 01.
- METAL PANEL, TYPE 01.
- CORRUGATED METAL PANEL, ORIENTED VERTICALLY
- CORRUGATED METAL PANEL, ORIENTED HORIZONTALLY
- DOOR OPERATOR CONTROL. COORDINATE WITH ELECTRICAL.
- CARD ACCESS CONTROL. COORDINATE WITH ELECTRICAL.



1 North Elevation  
1/8" = 1'-0"



2 South Elevation  
1/8" = 1'-0"

- T.O. PARAPET 156'-2 7/8"
- I.O. Canopy 154'-0"
- B.O. CANOPY 153'-1"
- ROOF BRG. 146'-8 7/8"
- FOURTH LEVEL I.O. GYPCRETE 137'-8 1/2"
- FOURTH LEVEL BRG. 135'-7"
- THIRD LEVEL I.O. GYPCRETE 126'-6 5/8"
- THIRD LEVEL BRG. 124'-5 1/8"
- SECOND LEVEL I.O. GYPCRETE 115'-4"
- SECOND LEVEL BRG. 114'-6"
- FIRST LEVEL T.O. TOPPING 100'-0"
- FIRST LEVEL BRG. 99'-2"
- UNDERGROUND PARKING LEVEL 89'-6"

- T.O. PARAPET 156'-2 7/8"
- I.O. Canopy 154'-0"
- B.O. CANOPY 153'-1"
- ROOF BRG. 146'-8 7/8"
- FOURTH LEVEL I.O. GYPCRETE 137'-8 1/2"
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- SECOND LEVEL BRG. 114'-6"
- FIRST LEVEL T.O. TOPPING 100'-0"
- FIRST LEVEL BRG. 99'-2"
- UNDERGROUND PARKING LEVEL 89'-6"





## PARKING

The right balance must be struck between not providing enough parking, which would deter individuals from patronizing existing and future businesses, and providing too much parking, which has negative environmental impacts through increased impervious surface and financial impacts by using space for parking instead of taxable developments.

### Parking Supply

Parking is provided through private off-street parking provided by businesses as mandated by the West Fargo Municipal Code and on-street parking. There were 230 on-street parking spaces available throughout the study area with 820 off-street spaces available for 1,050 total spaces.

Parking supply north of 7<sup>th</sup> Avenue included off-street and on-street parking within one block east or one block west of Sheyenne Street. Almost three-quarters of on-street parking in the study area is north of 7<sup>th</sup> Avenue.

Parking supply south of 7<sup>th</sup> Avenue included only on-street parking on Sheyenne Street, provided on the west side of the roadway.

### Parking Demand

Parking demand analysis was completed for six time periods on a weekday and four time periods on a Saturday. Data for weekday demand was combined into morning (8 A.M. and 10 A.M.), afternoon (12 Noon and 3 P.M.) and evening (5 P.M. and 7 P.M.) and data for weekend demand was combined into afternoon (12 Noon and 3 P.M.) and evening (6 P.M. and 9 P.M.). Because parking demand can change drastically from season to season and lack of striping in most parking lots and off-street parking reduce the efficiency of the space, any demand that met or exceeded 75 percent of total available parking supply was considered approaching capacity. Any demand that met or exceeded 90 percent of total available parking supply was considered at capacity.

#### Weekday Parking Demand

The following was observed for weekday parking demand:

- During the weekday morning period, no average parking demand approached or exceeded capacity. On average, there were more than 800 parking spots available throughout the morning
- During the weekday afternoon period, only two lots had an average parking demand that approached or exceeded capacity, one near the Petro Serve U.S.A. and the other near West Side Hair and Dasch's Duds. On average, there were more than 775 parking spots available throughout the afternoon.
- During the weekday evening period, only the West Side Hair/Dasch's Duds lot had an average parking demand that approached capacity. On average, there were more than 850 parking spots available throughout the evening.
- No on-street parking demand on Sheyenne Street ever exceeded 30 percent. Multiple side street locations north of 7<sup>th</sup> Avenue with on-street parking frequently exceeded 60 percent demand for at least one study hour.

TABLE III-4: WEEKDAY PARKING DEMAND BY STUDY PERIOD

	On-Street Parking Demand South Of 7 <sup>th</sup> Avenue	On-Street Parking Demand North Of 7 <sup>th</sup> Avenue	Off-Street Parking Demand North Of 7 <sup>th</sup> Avenue
8 A.M.	3.0%	21.0%	22.0%
10 A.M.	10.6%	21.0%	27.1%
12 Noon	6.1%	21.6%	31.6%
3 P.M.	4.6%	12.0%	25.0%
5 P.M.	1.5%	17.4%	20.3%
7 P.M.	1.5%	19.2%	22.1%

**Weekend Parking Demand**

The following was observed for weekend parking demand:

- During the afternoon period, only the VFW parking lot had an average parking demand that approached or exceeded capacity. On average, there were more than 875 parking spots available throughout the afternoon.
- During the evening period, the on-street parking at 4<sup>th</sup> Avenue and the Sooper Stop parking lot had parking demand that approached capacity. On average, there were more than 875 parking spots available throughout the evening.

TABLE III-5: WEEKEND PARKING DEMAND BY STUDY PERIOD

	On-Street Parking Demand South Of 7 <sup>th</sup> Avenue	On-Street Parking Demand North Of 7 <sup>th</sup> Avenue	Off-Street Parking Demand North Of 7 <sup>th</sup> Avenue
12 Noon	6.1%	22.8%	23.9%
3 P.M.	7.6%	16.8%	10.3%
6 P.M.	3.0%	25.8%	21.8%
9 P.M.	0.0%	19.2%	15.0%

**Parking Demand Summary**

At any point of the day, whether weekday or weekend, drivers are likely to find a parking surplus at any location along the corridor. Even during the noon hour, the study hour with the heaviest parking demand, 760 spaces were still available. This suggests that current parking requirements may be too high. Opportunities to consolidate or share parking will be evaluated later in this report.

FIGURE III-24: TOTAL ON- AND OFF-STREET PARKING SUPPLY

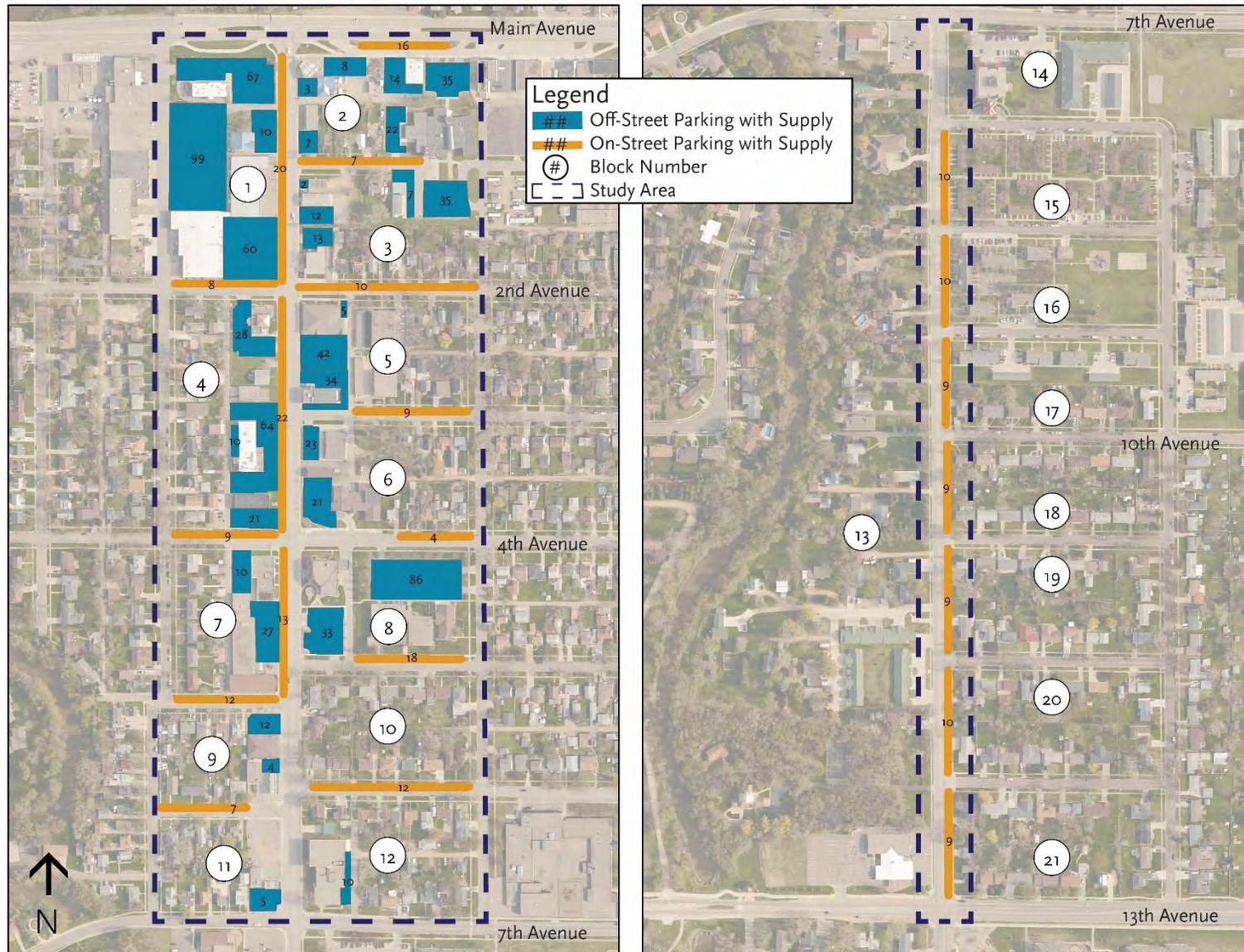


FIGURE III-25: AVERAGE PARKING DEMAND FOR WEEKDAY MORNING

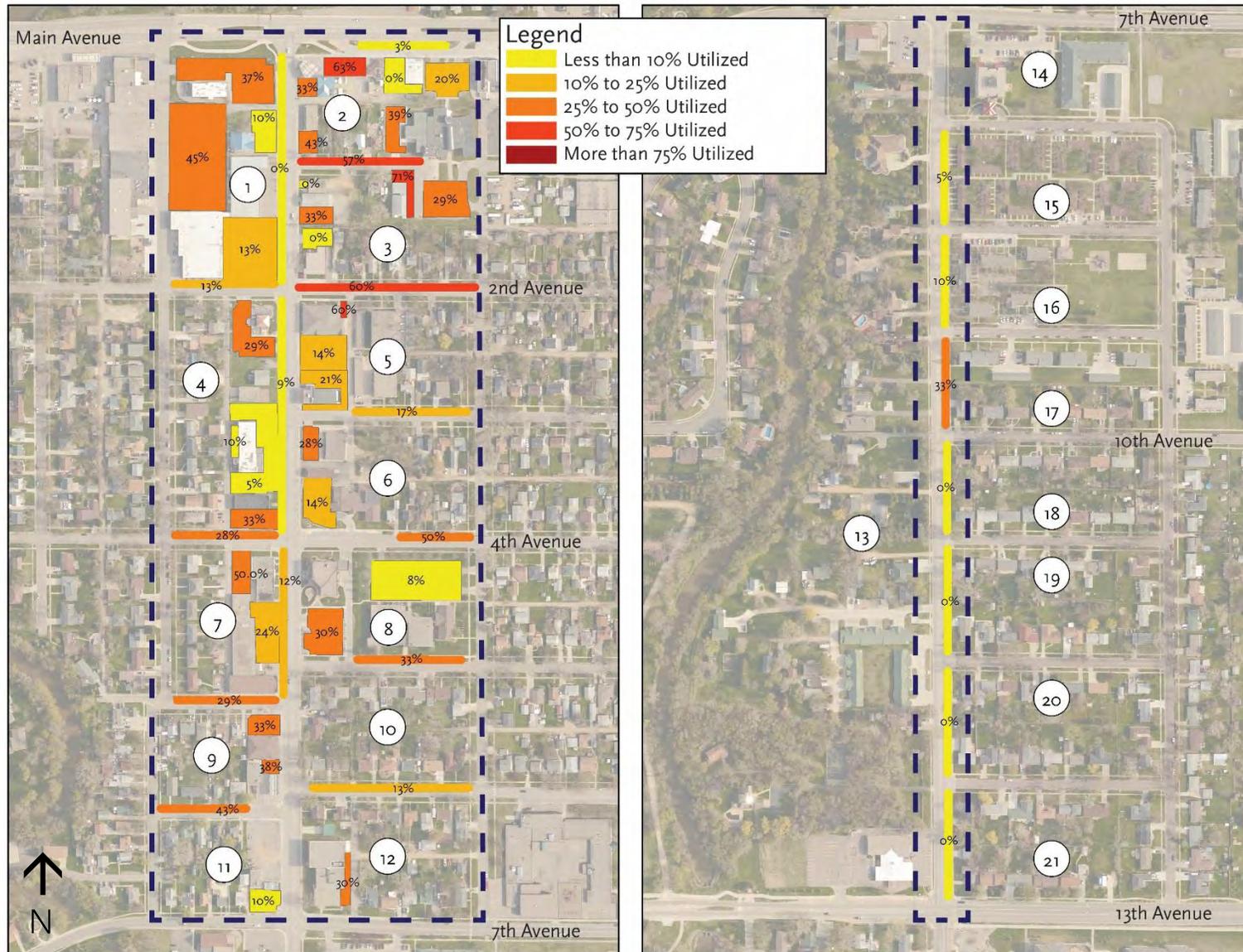


FIGURE III-26: AVERAGE PARKING DEMAND FOR WEEKDAY AFTERNOON

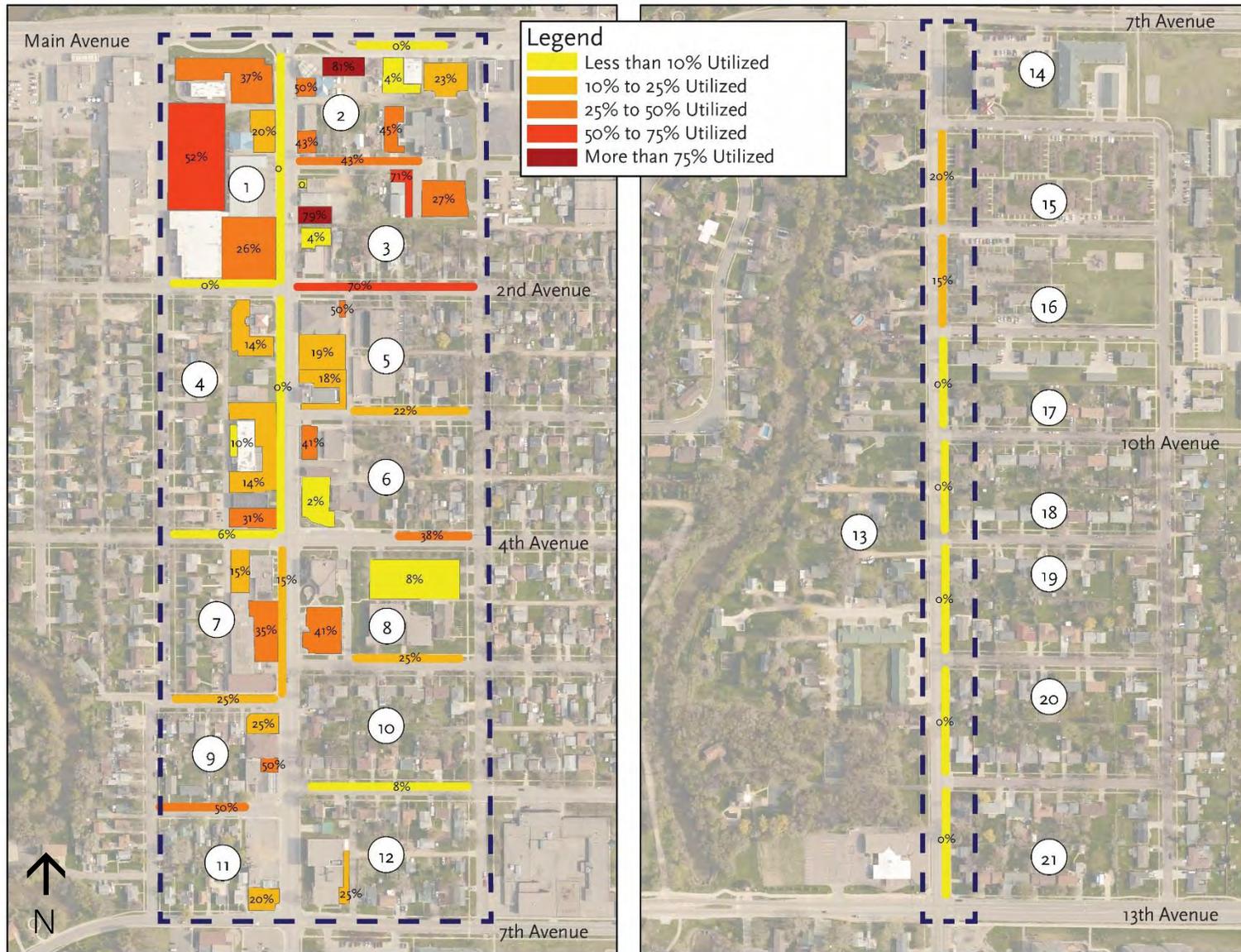


FIGURE III-27: AVERAGE PARKING DEMAND FOR WEEKDAY EVENING

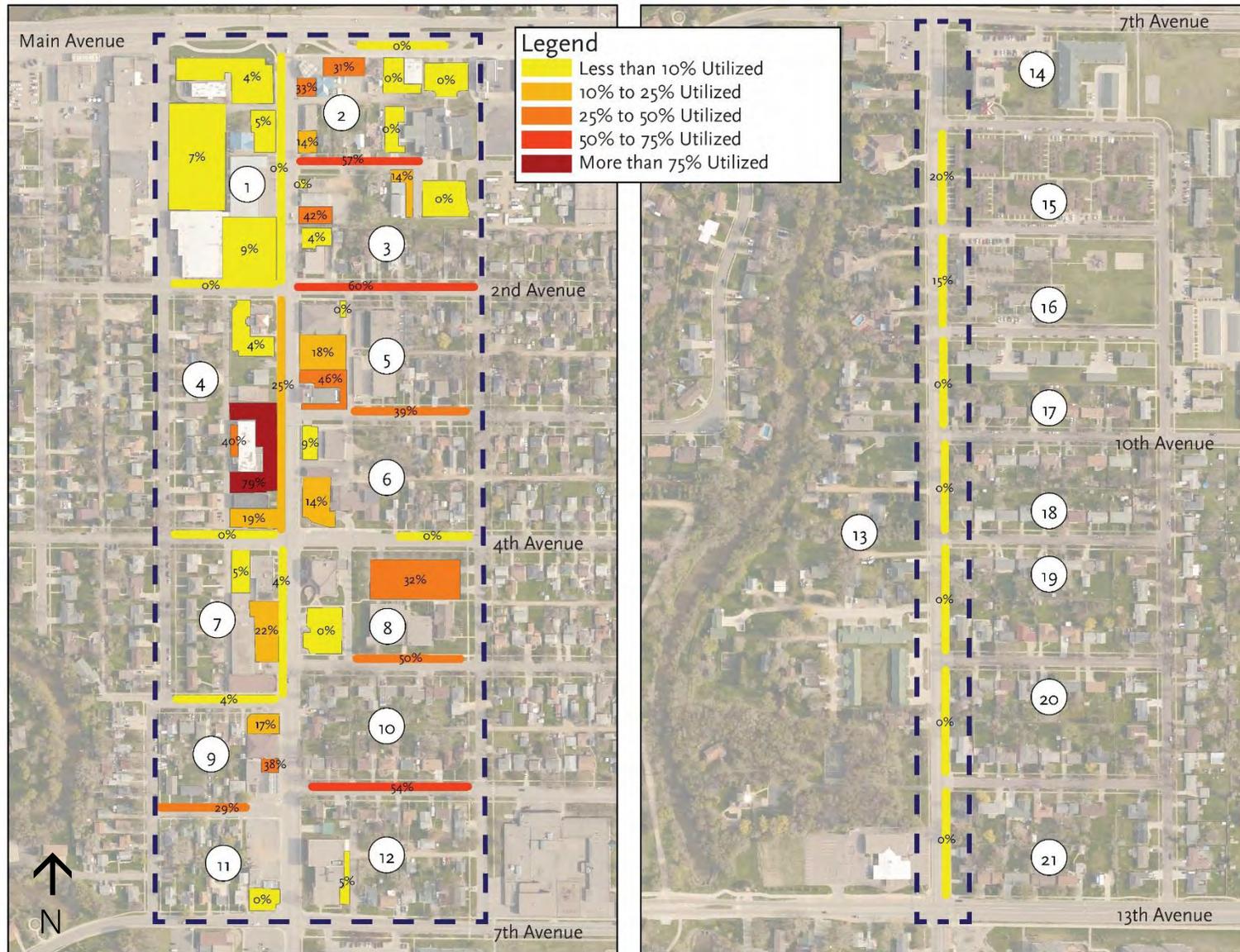
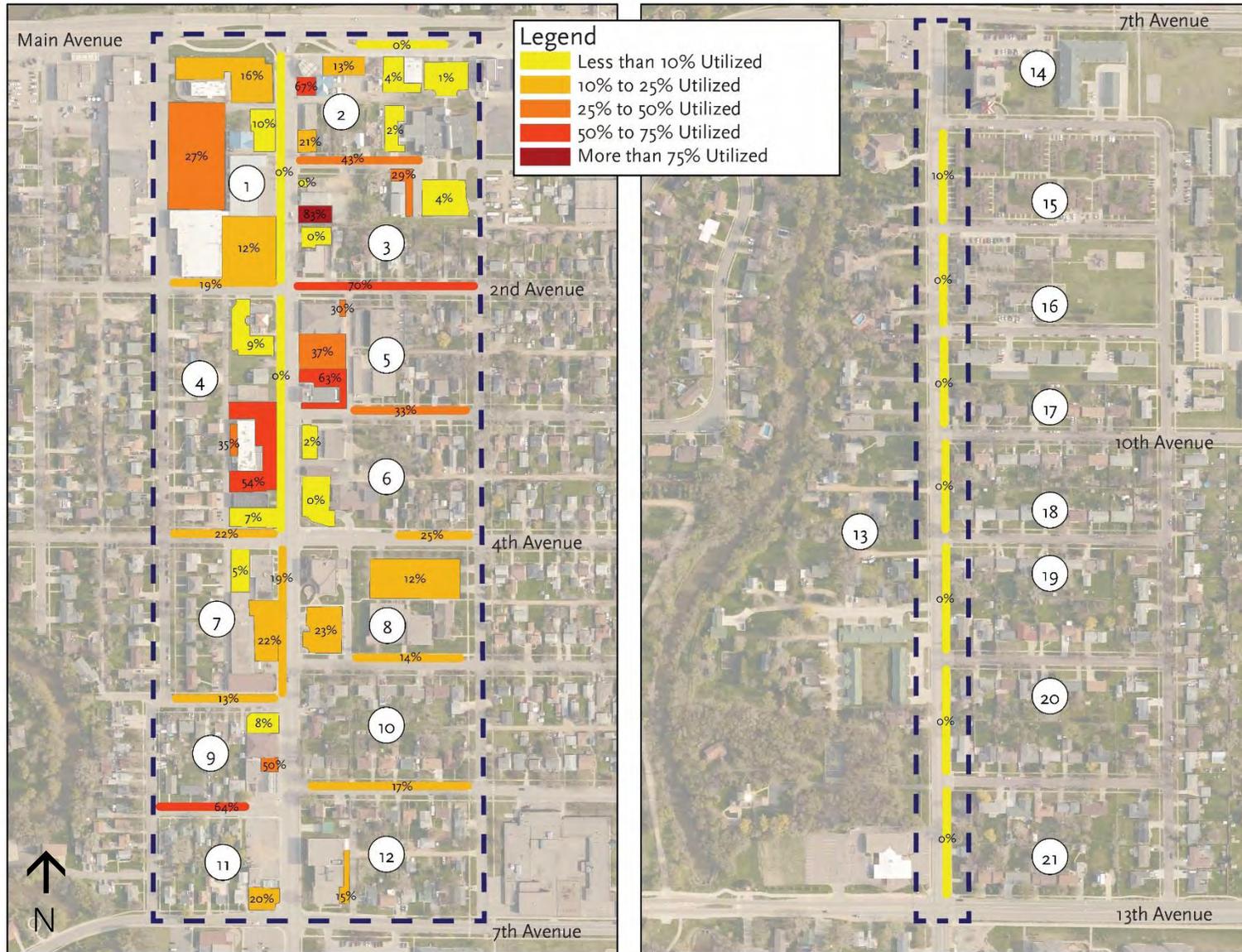


FIGURE III-28: AVERAGE PARKING DEMAND FOR A WEEKEND AFTERNOON





AGENDA ITEM DESCRIPTION  
CITY COMMISSION  
WEST FARGO, NORTH DAKOTA

Agenda # 4

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

1. CONTACT PERSON: Tim Solberg

2. PHONE NUMBER: 433-5321      DATE: December 14, 2017

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

Conditional Use Permit for expansion of a landscaping business.

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

3410 County Road #17N (Property in the SE ¼ of Section 19, T140N, R49W),  
Cass County, North Dakota.

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5. ACTION BEING REQUESTED FROM CITY COMMISSION:

Approval subject to conditions listed in the staff report .

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CITY OF WEST FARGO PLANNING & COMMUNITY DEVELOPMENT

STAFF REPORT

A17-44		Conditional Use Permit	
Unplatted Extraterritorial Jurisdiction – Reed Township			
3410 County Road #17N (Property in the SE ¼ of Section 19, T140N, R49W), Cass County, North Dakota			
Applicant/Owner: Eric Binstock		Staff Contact: Tim Solberg	
Owner: Siteworks Unlimited, Inc.			
Planning & Zoning Commission Introduction:		12-11-2017	
Public Hearing:		12-11-2017 – Approved	
City Commission:		12-18-2017	

**PURPOSE:**

Construct two buildings for expansion of an existing landscaping business in an agriculturally zoned district.

**STATEMENTS OF FACT:**

Land Use Classification:	Agricultural Preservation
Existing Land Use:	Landscaping Business
Current Zoning District(s):	A: Agricultural
Zoning Overlay District(s):	CO: Corridor Overlay
Total area size:	25 acres
Adjacent Zoning Districts:	North and West: A: Agricultural South: R-R: Rural Residential East: City of Fargo Extraterritorial Jurisdiction
Adjacent street(s):	Cass County Hwy #17 North – Arterial Street
Adjacent Bike/Pedestrian Facilities:	None
Available Parks/Trail Facilities:	None

**DISCUSSION AND OBSERVATIONS:**

- The property is located in the City’s extraterritorial (ET) area about two miles north of West Fargo.
- The existing use (landscaping business) is considered a conditional use within the Agricultural District and was in place at the time of adoption into the City’s ET jurisdictional boundary. Any addition to the existing conditional use requires an amended conditional use permit.
- The applicant has stated in his application that the buildings to be constructed would match the existing building on the site in style and color. The current building on the site is a white metal building and is setback approximately 155’ from the property line adjacent to Cass County Highway 17N. Road right of way at this property location is 75’. There is no plat to be considered with this application; however, it is important to note the applicant is setback far enough from the road that should expansion be needed in the future, it would not affect their development.
- The two buildings proposed are shown at 12,000 ft<sup>2</sup> each and setback behind the existing building on the submitted site plans. The buildings are showing a 50’ side yard setback which is adjacent to three rows of trees and railroad right of way.
- The area is within a Special Flood Hazard Area (SFHA). The new buildings will be required to meet all applicable Federal, State, and Local regulations.

STAFF REPORT

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

**CRITERIA FOR GRANTING CONDITIONAL USE PERMIT:**

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

1. Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.
  - The property has adequate access and the improvements will not affect this access.
2. Off-street parking and loading areas where required, with particular attention to the items in (1) above and the economic, noise, glare or odor effects of the special exception on adjoining properties and properties generally in the district.
  - No concerns noted.
3. Refuse and service areas, with particular reference to the items in (1) and (2) above.
  - No concerns noted.
4. Utilities, with reference of locations, availability, and compatibility.
  - No concerns noted.
5. Screening and buffering with reference to type, dimensions, and character.
  - No concerns noted.
6. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district.
  - No concerns noted.
7. Required yards and other open space.
  - No concerns noted.
8. Soil conditions, as they relate to on-site sewage disposal, water supply, basement excavating, road construction and related land use.
  - County Sanitarian has indicated that if a septic system is needed, a soil test would need to be conducted and an application for a septic permit would have to be completed.
9. General compatibility with adjacent properties and other property in the district.
  - The land adjacent to this area is agricultural and rural residential with similar type buildings.

**NOTICES:**

Sent to:	Property owners within 350', Reed Township officials, Cass County Planning and the Cass County Sanitarian.
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Comments Received:

- Cass County Public Health responded that if a bathroom were needed in the building that the applicant would need to install a new septic system or holding tank.

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

- Under the heading "Land Use and Community Growth", Goal 2 clearly rejects the idea of developing outside of the Sheyenne Diversion and in the extraterritorial jurisdiction until such time as urban scale development is supported by municipal facilities, and until such time as regional flood protection is addressed. The application increases development; however, does so as a Conditional

STAFF REPORT

Use within the Agricultural district. This continues an existing use and increases development; however, is preferred over rezoning to a general commercial district and is better controlled by the City to avoid a premature growth pattern while allowing the property owner to utilize their property as they request.

**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. Development this site continue as a conditional use and is limited to landscaping business only.
2. The two new buildings are built in the general area as shown on the submitted site plan behind the existing structure on the property.
3. The applicant is to meet all Federal, State and local requirements for improvements to the site and structures.
4. A signed conditional use permit agreement is received.

**PLANNING AND ZONING RECOMMENDATION:**

At their December 11, 2017 meeting, the Planning and Zoning Commission approved the application subject to the four conditions listed above, with an addition to item #1 to include "or permitted uses within the Agricultural District".



CO RD 17 N

A17-44  
Subject Property

MARTIN DR

9TH ST NW

32ND AVE NW

9TH ST NW

Sheyenne River

6TH ST NW

5TH ST NW

4TH ST NW

31ST AVE NW

3RD ST NW

30TH AVE NW

32ND AVE NW

32ND AVE N



A17-44  
Subject Property

**City of**  
**WEST FARGO**

<ul style="list-style-type: none"> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; background-color: white; margin-right: 5px;"></span> A: Agricultural</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: red; margin-right: 5px;"></span> C: Light Commercial</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: lightcoral; margin-right: 5px;"></span> C-PUD: PUD in General Commercial</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: lightcoral; margin-right: 5px;"></span> C-OP: Commercial Office Park</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: lightcoral; margin-right: 5px;"></span> C-OP-PUD: PUD in Office Park</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: purple; margin-right: 5px;"></span> HC: Heavy Commercial</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: lightblue; margin-right: 5px;"></span> LI: Light Industrial</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: lightblue; margin-right: 5px;"></span> CM-PUD: PUD in Light Industrial</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: purple; margin-right: 5px;"></span> M: Heavy Industrial</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: green; margin-right: 5px;"></span> P: Public</li> </ul>	<ul style="list-style-type: none"> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: lightgreen; margin-right: 5px;"></span> P-PUD: PUD in Public</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: yellow; margin-right: 5px;"></span> R-L1A: Large Lot Single Family Dwelling</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: yellow; margin-right: 5px;"></span> R-1A: Single Family Dwelling</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: lightblue; margin-right: 5px;"></span> R-1: One and Two Family Dwelling</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: blue; margin-right: 5px;"></span> R-1SM: Mixed One and Two Family Dwelling</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: lightgreen; margin-right: 5px;"></span> R-2: Limited Multiple Dwelling</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: lightgreen; margin-right: 5px;"></span> R-3: Multiple Dwelling</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: orange; margin-right: 5px;"></span> R-4: Mobile Home</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: brown; margin-right: 5px;"></span> R-5: Manufactured Home Subdivision</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: green; margin-right: 5px;"></span> R-1E: Rural Estate</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: green; margin-right: 5px;"></span> R-R: Rural Residential</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: lightblue; margin-right: 5px;"></span> R-PUD: PUD in Residential</li> </ul>	<ul style="list-style-type: none"> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: blue; margin-right: 5px;"></span> R-1SM: Mixed One and Two Family Dwelling</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: lightgreen; margin-right: 5px;"></span> R-2: Limited Multiple Dwelling</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: lightgreen; margin-right: 5px;"></span> R-3: Multiple Dwelling</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: orange; margin-right: 5px;"></span> R-4: Mobile Home</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: brown; margin-right: 5px;"></span> R-5: Manufactured Home Subdivision</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: green; margin-right: 5px;"></span> R-1E: Rural Estate</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: green; margin-right: 5px;"></span> R-R: Rural Residential</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: lightblue; margin-right: 5px;"></span> R-PUD: PUD in Residential</li> </ul>
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Imagery ©2017 Google, Map data ©2017 Google 100 ft

Not Too Scale

3308 COUNTY  
RD 17 N

3410 N COUNTY  
RD 17

County Road 17 North



# *Conditional Use Permit*

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

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

WHEREAS, the **Applicant** is the legal owner of property located at 3410 County Highway 17N, West Fargo, ND 58078, legally described as (hereinafter referred to as the “Property”):

**THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 140 NORTH, RANGE 49, WHICH LIES NORTH OF THE RAILROAD RIGHT-OF-WAY, CASS COUNTY, NORTH DAKOTA (consisting of 22.33 acres)**

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

**Construct two additional buildings to support an existing landscaping business in the A: Agricultural zoning district.**

on the above-described Property with the following conditions:

1. Development this site continue as a conditional use and is limited to landscaping business only or other permitted uses within the A: Agricultural district until which time that it is rezoned.
2. The two new buildings are built in the general area as shown on the submitted site plan behind the existing structure on the property.
3. The applicant meets all Federal, State and local requirements for improvements to the site and structures.
4. The City of West Fargo reserves the right to inspect the property for compliance with these conditions.
5. Any and all claims that arise or may arise against Applicant, its agents, servants, or employees while engaged in the use of the Property, shall in no way be the obligation of the City of West Fargo. Furthermore, Applicant, its agents servants, employees, or assigns shall indemnify, hold harmless, and defend the City, its officers and employees against any and all liability, loss, costs, damages, expenses, claims, actions, or judgments, including attorneys’ fees which the City, its officers or employees may hereafter sustain, incur, or be required to pay, in any way connected with the use of the Property or City actions related to the granting of this Conditional Use Permit.



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

**WEST FARGO BOARD OF CITY  
COMMISSIONERS:**

\_\_\_\_\_  
Rich Mattern, President of the Board

STATE OF NORTH DAKOTA    )  
  )  
COUNTY OF CASS            )

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

[SEAL]

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

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

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

\_\_\_\_\_  
Larry M. Weil, Planning Director

STATE OF NORTH DAKOTA    )  
  )  
COUNTY OF CASS            )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Larry M. Weil, known to me to be the person who is described in and who executed the above and foregoing document and acknowledged to me that he executed the same.

[SEAL]

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