

Meeting Items

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
- D. Approve Order of Agenda
- E. Approval of Minutes -- October 7, 2024
- F. Building Permits

Consent Agenda - Approve the Following:

- a. Bills
- b. Gaming Site Authorization for Prairie Public Broadcasting at DoubleTree by Hilton
- c. Gaming Site Authorization for Metro Sports at Louie's
- d. Financial Report as of September 30, 2024
- e. Approve Wholesale Water and Wastewater Rate Adjustments with the City of Fargo
- f. 3rd Quarter Salary Report
- g. Games of Chance for Freedom Elementary PTO

Regular Agenda

- 1. Public Comment
Members of the public will be allowed 2 minutes and 30 seconds to address the City Commission. Commissioners will not take any official action during this comment period. Please sign up no later than 12 p.m. the day of the City Commission Meeting you wish you attend. [City Commission Meeting Public Comment | West Fargo, ND \(westfargond.gov\)](https://www.westfargond.gov/city-commission-meeting-public-comment)
- 2. Public Hearing – A24-27 Zoning Ordinance Amendment to Title IV regarding lot coverage -- Aaron Nelson, Director of Planning
- 3. A24-26 Zoning Ordinance Amendment to Title IV regarding landscaping, screening, & outdoor storage -- Aaron Nelson, Director of Planning
- 4. First Reading of Ordinance 1248 relating to Ambulance Services -- Dan Fuller, Chief of Fire
- 5. Project No. 1316 Phase 3 – Northside Sanitary Sewer Collector Rehabilitation -- Dan Hanson, City Engineer
 - Accept bid and award contract
- 6. City Administrator's Report -- Dustin Scott, City Administrator
- 7. Correspondence
- 8. Non-Agenda Items
- 9. Adjourn



Meeting Items

A. Call to Order

The West Fargo City Commission meeting was held in the City of West Fargo Commission Chambers on Monday, October 7, 2024.

B. Pledge of Allegiance

The Pledge of Allegiance was recited.

C. Roll Call

Commissioner Rory Jorgensen – appeared virtually via Zoom later into the meeting; Commissioner Amy Zundel – present; Commissioner Bernie Dardis – present; Commissioner Brad Olson – present; Commissioner Roben Anderson – present; All Commissioners were present, there was no Commissioner absent from the meeting.

D. Approve Order of Agenda

Commissioner Olson moved and Commissioner Zundel seconded to approve the order of agenda. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve the order of agenda, was declared carried.

E. Approval of Minutes -- September 16, 2024

Commissioner Zundel moved and Commissioner Anderson seconded to approve the minutes of September 16, 2024. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve the minutes of September 16, 2024, was declared carried.

F. Approval of Minutes -- September 23, 2024

Commissioner Zundel moved and Commissioner Olson seconded to approve the minutes of September 23, 2024. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve the minutes of September 23, 2024, was declared carried.



West Fargo City Commission Meeting
West Fargo City Hall Commission Chambers
800 4th Ave E, West Fargo, 58078
Monday, October 7, 2024 5:30 PM

G. Building Permits

Commissioner Jorgensen moved and Commissioner Anderson seconded to approve the building permits. Commissioners Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve the building permits as presented was declared carried.

Consent Agenda - Approve the Following:

- a. Bills**
- b. A24-25 The Yards 2nd Addition, request for conditional use permit for aboveground fuel tank**
- c. Improvement Dist. No. 3006 – Westwood Addition Reconstruction**
 - Project communication informational update**
- d. Joint Training Agreement with Fargo -- Dan Fuller, Chief of Fire**
- e. Games of Chance for West Fargo Packer Wrestling Boosters**
- f. Games of Chance for Wyatt Simley Benefit**
- g. Financial Report as of August 31, 2024**

Commissioner Zundel moved and Commissioner Anderson seconded to approve the consent agenda. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve the consent agenda, was declared carried.

Regular Agenda

1. Public Comment

Members of the public will be allowed 2 minutes and 30 seconds to address the City Commission. Commissioners will not take any official action during this comment period.

Please sign up no later than 12 p.m. the day of the City Commission Meeting you wish to attend. City Commission Meeting Public Comment | West Fargo, ND (westfargond.gov)

2. Public Hearing – A24-26 Zoning Ordinance Amendments to Title IV regarding

landscaping, screening, & outdoor storage -- Aaron Nelson, Planning Director

The Public Hearing for A24-26 Zoning Ordinance Amendments to Title IV regarding landscaping, screening, & outdoor storage was held. Following the hearing, Commissioner Olson moved and Commissioner Anderson seconded to approve the first reading of A24-26 Zoning Ordinance Amendments to Title IV regarding landscaping, screening, & outdoor storage. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve the first reading of A24-26 Zoning Ordinance Amendments to Title IV regarding landscaping, screening, & outdoor storage, was declared carried.

3. Growth Area Master Plan project initiation -- Aaron Nelson, Planning Director

Commissioner Zundel moved and Commissioner Olson seconded to approve the Growth Area Master Plan project initiation. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners voted nay, the motion to approve the Growth Area Master Plan project initiation, was declared carried.

4. School Zone Signage -- Dan Hanson, City Engineer

• Information Update

Commissioner Zundel moved and Commissioner Anderson seconded to approve the school zone signage as presented. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners voted nay, the motion to approve the school zone signage, was declared carried.

5. Project No. 1348 – Sanitary Sewer Rehabilitation (Core Area Alley's and Rear Yards)

-- Dan Hanson, City Engineer

• Approve Change Order No. 2

Commissioner Anderson moved and Commissioner Olson seconded to approve Project No. 1348 – Sanitary Sewer Rehabilitation (Core Area Alley's and Rear Yards); approve Change Order No. 2. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners voted nay, the motion to approve the Project No. 1348 – Sanitary Sewer Rehabilitation (Core Area Alley's and Rear Yards); approve Change Order No. 2, was declared carried.

6. 2025 Final Budget Review -- Dustin Scott, City Administrator

Budget Link: City Budget | West Fargo, ND (westfargond.gov)

Commissioner Olson moved and Commissioner Jorgensen seconded to approve the 2025 final budget. A roll call vote was taken, Commissioner Jorgensen – aye; Commissioner Zundel– aye; Commissioner Dardis – aye; Commissioner Olson – aye; Commissioner Anderson – nay. The motion to approve the 2025 final budget was declared carried on a 4:1 vote.

7. Resolution Setting Rates and Charges for Water Sewer and Sanitation Rates, Effective January 1, 2025 -- John Shockley, City Attorney

Commissioner Zundel moved and Commissioner Olson seconded to approve the resolution setting rates and charges for water sewer and sanitation rates, effective January 1, 2025. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners voted nay, the motion to approve the resolution setting rates and charges for water sewer and sanitation rates, effective January 1, 2025, was declared carried.

8. Resolution Authorizing the Issuance of Improvement Warrants -- John Schockley, City Attorney

Commissioner Olson moved and Commissioner Zundel seconded to approve the resolution authorizing the issuance of improvement warrants. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners voted nay, the motion to approve the resolution authorizing the issuance of improvement warrants, was declared carried

9. City Administrator's Report -- Dustin Scott, City Administrator

Childcare facility improvement grant update

10. Correspondence

There were no correspondence.

11. Non-Agenda Items

Commissioner Zundel brought forth the discussion of parking/no parking on street



West Fargo City Commission Meeting
West Fargo City Hall Commission Chambers
800 4th Ave E, West Fargo, 58078
Monday, October 7, 2024 5:30 PM

12. Adjourn

Commissioner Anderson moved and Commissioner Zundel seconded to adjourn.

Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No

Commissioners voted nay, the motion to adjourn was declared carried. The meeting was adjourned.

**WEST FARGO CITY COMMISSION MEETING
BUILDING DEPARTMENT ACTIVITY REPORT
10/21/2024**

	AS OF 10/17/2024			YEAR TO DATE		
	# PERMITS	# UNITS	VALUATION	# PERMITS	# UNITS	VALUATION
<u>BUILDING NEW</u>						
COMMERCIAL	2		\$ 5,000,000.00	6		\$ 9,864,675.00
RESIDENTIAL DWELLING	11	11	\$ 6,308,744.00	133	133	\$ 50,825,336.00
RESIDENTIAL TWINHOME						
RESIDENTIAL TOWNHOME	11	43	\$ 9,460,000.00			
RESIDENTIAL MULTIPLE						
PUBLIC						
CHURCH						
ACCESSORY	5		\$ 56,200.00	153		\$ 5,482,576.00
FOUNDATION ONLY	1		\$ 4,000.00	6		\$ 1,358,400.00
<u>BUILDING REMODEL</u>						
COMMERCIAL	5		\$ 502,800.00	50		\$ 17,367,816.00
RESIDENTIAL	10		\$ 1,248,179.00	126		\$ 4,196,359.00
PUBLIC	3		\$ 253,440.00	5		\$ 1,604,940.00
CHURCH	1		\$ 1,727,000.00			
ACCESSORY						
<u>BUILDING OTHER</u>						
DEMOLITION	1		\$ 1,000.00	15		\$ 830,669.00
MOVE				1		\$ 20,000.00
PERMIT CANCELLATION						
TOTALS	50	54	\$ 24,561,363.00	495	133	\$ 91,550,771.00

WEST FARGO CITY COMMISSION MEETING
Building Department Report - Summary

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NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
240991	STAYSHARPE REAL ESTATE	815 23 AVE E	STAYSHARPE REAL ESTATE	\$ 10,000.00	Remodel - Commercial - Liquor Sales Fitup
241004	PATRICK & ALISON ST. GERMAINE	1213 2 ST W	PATRICK & ALISON ST. GERMAINE	\$ 4,500.00	Accessory - Deck
241007	Dabbert Custom Homes, LLC	1057 61 AVE W	DABBERT CUSTOM HOMES, LLC	\$ 420,900.00	Residential Dwelling
241042	Nor-Son Construction LLC	820 26 AVE E	RUSTY GOOSE DEVELOPMENT LLLC	\$ 2,800,000.00	Commercial - Daycare Facility
240922	Jordahl Custom Homes, Inc.	950 61 AVE W	WILDS TOWNHOMES #1, LLC	\$ 880,000.00	Residential Townhome - 4 Units
240923	Jordahl Custom Homes, Inc.	954 61 AVE W	WILDS TOWNHOMES #1, LLC	\$ 880,000.00	Residential Townhome - 4 Units
240924	Jordahl Custom Homes, Inc.	962 61 AVE W	WILDS TOWNHOMES #1, LLC	\$ 880,000.00	Residential Townhome - 4 Units
240925	Jordahl Custom Homes, Inc.	966 61 AVE W	WILDS TOWNHOMES #1, LLC	\$ 880,000.00	Residential Townhome - 4 Units
240926	Jordahl Custom Homes, Inc.	970 61 AVE W	WILDS TOWNHOMES #1, LLC	\$ 880,000.00	Residential Townhome - 4 Units
240927	Jordahl Custom Homes, Inc.	974 61 AVE W	WILDS TOWNHOMES #1, LLC	\$ 880,000.00	Residential Townhome - 4 Units
240928	Jordahl Custom Homes, Inc.	5805 JAMES DR W	WILDS TOWNHOMES #1, LLC	\$ 880,000.00	Residential Townhome - 4 Units
240929	Jordahl Custom Homes, Inc.	5815 JAMES DR W	WILDS TOWNHOMES #1, LLC	\$ 880,000.00	Residential Townhome - 4 Units
240930	Jordahl Custom Homes, Inc.	5823 JAMES DR W	WILDS TOWNHOMES #1, LLC	\$ 660,000.00	Residential Townhome - 3 Units
240931	Jordahl Custom Homes, Inc.	5831 JAMES DR W	WILDS TOWNHOMES #1, LLC	\$ 880,000.00	Residential Townhome - 4 Units
240932	Jordahl Custom Homes, Inc.	5837 JAMES DR W	WILDS TOWNHOMES #1, LLC	\$ 880,000.00	Residential Townhome - 4 Units
241052	Groundworks Minnesota, LLC	1402 SUNTREE DR	SEAN C DAGGETT	\$ 1,755.00	Remodel - Residential - Basement Gutter
241013	Samson Construction, Inc.	129 50 AVE E	JAMES JR & DEBRA SCHMIDT	\$ 750,000.00	Remodel - Residential - Addition with Pool
241032	Bartholomay Construction, Inc.	2515 6 ST E	AMB INVESTMENTS	\$ 56,140.00	Remodel - Public - Commission Chamber Doors
241040	Plecity Kowalski Construction, Inc.	2638 RIVERS BEND DR E	PLECITY KOWALSKI CONSTRUCTION	\$ 1,200,000.00	Residential Dwelling
241046	Jordahl Custom Homes, Inc.	6022 MARTIN LN W	JORDAHL CUSTOM HOMES, INC	\$ 230,000.00	Residential Dwelling

WEST FARGO CITY COMMISSION MEETING
Building Department Report - Summary

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NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
241056	Heisler Contracting Inc	635 32 AVE E	32 HOLDINGS	\$ 30,000.00	Remodel - Commercial - Restaurant/lounge Fitup
241009	Command and Control Construction L	2218 MAIN AVE W	DFP PROPERTIES	\$ 2,200,000.00	Commercial - Building Shell and Interior Fitup
241045	Jordahl Custom Homes, Inc.	5821 ELLIS DR W	WESTPORT INVESTMENTS LLC	\$ 310,000.00	Residential Dwelling
241035	Bartholomay Construction, Inc.	2515 6 ST E	AMB INVESTMENTS	\$ 98,300.00	Remodel - Public - WF Library Expansion
241054	Accelerated Green Work, Inc.	1532 1 ST	DANIEL & KELLY ELDRIDGE	\$ 10,000.00	Accessory - Deck
241055	Premier Construction & Remodeling L	2818 1 ST E	NICHOLAS & LAUREN MERTENS	\$ 125,000.00	Remodel - Residential - Home Addition
241060	Equity Home Builders, LLC	1082 LARKIN LN W	WESTPORT INVESTMENTS LLC	\$ 550,000.00	Residential Dwelling
241063	Homeowner	702 6 AVE W	JEREMIAH L WALBERG, ETAL	\$ 1,000.00	Demolish - Demo Deck
241068	Breland Enterprises, Inc.	713 6 ST W	BRETT & BRENDA HEGARTY	\$ 15,551.00	Remodel - Residential - Foundation Repair
241059	Equity Home Builders, LLC	927 50 AVE W	WESTPORT INVESTMENTS LLC	\$ 550,000.00	Residential Dwelling
241069	Smart Building Construction, LLC	1294 MARLYS DR W	SMART BUILDING CONSTRUCTION	\$ 4,000.00	Accessory - Deck
241071	Premium Decks, Inc.	3839 KENSINGTON DR	BRADLEY & JACQUELINE MITCHEL	\$ 26,000.00	Accessory - Deck
240966	Klein Custom Homes	301 25 AVE E	STUDIO WEST HOMES, LLC	\$ 1,200,000.00	Residential Dwelling
241072	Owner	3330 SHEYENNE ST	EAGLE RUN PLAZA LLP	\$ 100,000.00	Remodel - Commercial - Bar Rail Addition
241051	Heritage Homes, LLC	5168 MIRA WAY W	ACTIVE55, LLC	\$ 494,844.00	Residential Dwelling
241080	Groundworks Minnesota, LLC	118 9 1/2 AVE E	CARL CLEMENS	\$ 9,052.00	Remodel - Residential - Foundation Repair
240916	Minko Construction, Inc.	650 40 AVE E	BUCCHOLZ CUSTOM HOMES LLC C	\$ 1,727,000.00	Commercial - Misc. Church/Other - Addition for Classrooms & Offices
241036	Bartholomay Construction, Inc.	2515 6 ST E	AMB INVESTMENTS	\$ 99,000.00	Remodel - Public - Commission Chambers
241047	Plecity Kowalski Construction, Inc.	1034 47 PL W	DUSTIN & ANDREA HANSON	\$ 325,000.00	Remodel - Residential - Addition
241066	Jordahl Custom Homes, Inc.	6023 8 ST W	JORDAHL CUSTOM HOMES, INC	\$ 215,000.00	Residential Dwelling

WEST FARGO CITY COMMISSION MEETING
Building Department Report - Summary

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NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
241088	Top-Notch Improvements	1590 BAYWOOD DR	NICOLE LUNSKI	\$ 5,000.00	Remodel - Residential - Replace Deck Handrail
241067	Jordahl Custom Homes, Inc.	6054 MARTIN LN W	JORDAHL CUSTOM HOMES, INC	\$ 215,000.00	Residential Dwelling
241058	Modern Builders & Property Management, LLC	1317 MAIN AVE E	HENCO PROPERTY LEASING	\$ 62,800.00	Remodel - Commercial - Fitup for Salon Expansion
241095	Rock Solid Concrete LLP	86 EVERGREEN CIR	MATTHEW & JENNIFER SCHRUM	\$ 4,000.00	Foundation Only - Future Accessory Structure
241098	Groundworks Minnesota, LLC	4524 10 ST W	PHILIP GORMAN, ETAL	\$ 2,922.00	Remodel - Residential - Install Drain Tile
240996	Klein Custom Homes	1102 ASPEN TER	WESTPORT INVESTMENTS LLC	\$ 923,000.00	Residential Dwelling
241021	Command and Control Construction LLC	567 32 AVE E	M4H, LLC	\$ 300,000.00	Remodel - Commercial - Fitup for Clinic
241070	Alliance, Inc.	2113 11 ST W	PETER & KELLY UTKE	\$ 11,700.00	Accessory - Deck
241076	Ballard Solutions Contracting LLC	902 12 AVE W	GARY D & BEVERLY A NANTT	\$ 10,428.00	Remodel - Residential - Remodel Deck
241101	Groundworks Minnesota, LLC	357 CHERRY CT	GAYLE W FERBER	\$ 3,471.00	Remodel - Residential - Foundation Repair

10/21/24
13:41:29

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 10/04/24 to 10/21/24

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Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
121241		5397 AARDVARK		1,815.00						
1	PIN18601	10/04/24 less lethal rounds		1,815.00			1000	421000	987	101000
		Total for Vendor:		1,815.00						
121176		4550 ABC LOCK & KEY INC		1,071.00						
1	E2427	10/05/24 PD SERVICE/REKEYING		1,071.00			1000	455000	420	101000
		Total for Vendor:		1,071.00						
121140		289 ACME TOOLS		649.13						
1	13357750	10/07/24 HEDGE TRIMMERS		602.27			1000	430001	641	101000
2	13367171	10/09/24 DRILL BITS		19.62			1000	430000	432	101000
3	13350036	10/04/24 DRILL BITS		27.24			6020	450000	432	101000
121202		289 ACME TOOLS		607.98						
1	13381850	10/11/24 ANGLE GRINDER		607.98			1000	430000	432	101000
		Total for Vendor:		1,257.11						
121306		999999 ALLYSON WORKMAN		300.00						
		Tree Planting Permit - 1101 55th Ave W								
1	10/17/24	Tree - 1101 55th Ave W		300.00			5000	422000	490	101000
		Total for Vendor:		300.00						
121119		3490 AMAZON CAPITAL SERVICES		44.69						
1	10/07/24	Office Supplies - Planning		44.69			1000	418000	410	101000
		1CLYDFVVKCG7								
2	09/13/24	Office Supplies - Planning		13.19			1000	418000	410	101000
		1QQGFQHG4W								
3	09/16/24	Return		-13.19			1000	418000	410	101000
		1MXCX43MXP16								
121138		3490 AMAZON CAPITAL SERVICES		87.94						
1	10/09/24	D BIRNBAUM PANTS		59.98			1000	430000	422	101000
		1J4P7DTYIVYM								
2	10/09/24	OFFICE SUPPLIES		27.96			6020	450000	410	101000
		1LQ7JR7WK6PH								

* ... Over spent expenditure

Claim/ Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
121164		3490 AMAZON CAPITAL SERVICES		179.97								
1	10/09/24	Clothing for Rick B - Eng		179.97			1000		414200	422		101000
		1XKQYG19L3VX										
121166		3490 AMAZON CAPITAL SERVICES		486.32								
		Fire Department										
1	1m9tt7rdhj	09/29/24 K Frost-return phone case		-35.95			2060		415200	497		101000
px												
2	1m9tt7rdhj	09/14/24 K Frost Phone case		35.95			2060		415200	497		101000
pk												
3	lygtmhrc19	10/08/24 Tr Room-Cord Covers		72.21			2060		415200	497		101000
3t												
4	1mvj1w6v14	10/09/24 Gym Towel shelf		54.99			2060		415200	641		101000
1y												
5	1mvj1w6v14	10/09/24 Brasso-SS Pole		30.55			2060		415200	500		101000
6	1mvj1w6v14	10/09/24 SDS Binders/wall mount		147.35			2060		415200	410		101000
7	1mvj1w6v14	10/09/24 T Olson phone case		20.10			2060		415200	497		101000
8	1tdp9v3631	10/10/24 Tr Room-Cord Covers		137.15			2060		415200	497		101000
qh												
9	1mlyhxfyf1	10/14/24 Shelf lable holders/uline		23.97			2060		415200	410		101000
1d												
121236		3490 AMAZON CAPITAL SERVICES		75.26								
1	10/12/24	kitchen supplies		36.90			1000		421000	420		101000
		161GJPHWQ967										
2	10/12/24	adhesive tape		38.36			1000		421000	410		101000
		161GJPHWQ967										
121329		3490 AMAZON CAPITAL SERVICES		282.34								
1	10/03/24	Flash Drives - City Hall		112.34			1000		415000	410		101000
		16P14VT3ND7X										
2	3685005	10/17/24 Ink for mail machine - CH		170.00			1000		415000	410		101000
		Total for Vendor:		1,156.52								

10/21/24
13:41:29

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 10/04/24 to 10/21/24

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Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
121139			317 AMERICAN WELDING & GAS, INC.	276.68								
1	0010370634	09/30/24 T27 FAST CUT/44# SPOOL		276.68			6010		450200	914		101000
		Total for Vendor:		276.68								
121312			1139 APWA MEMBERSHIP RENEWAL	795.00								
1	833034	10/08/24 MEMBERSHIP DUES		795.00			1000		450000	667		101000
		Total for Vendor:		795.00								
121305			999999 ARDITH HUGHES	300.00								
		Tree Planting Permit - 537 34th Way E										
1		10/18/24 Tree - 537 34th Way E		300.00			5000		422000	490		101000
		Total for Vendor:		300.00								
121297			5288 ASHLEY BERGESON	1,694.92								
1	10/17/24	Child Care Grant		1,694.92			2960		411900	416		101000
		Total for Vendor:		1,694.92								
121181			22 ASPLIN EXCAVATING	4,314.41								
1	243282	09/23/24 CLASS 5		4,314.41			6025		450000	394		101000
		Total for Vendor:		4,314.41								
121084			5449 ASSUREHIRE	95.00								
1	86493	10/01/24 Credit Inspection Fee		95.00			1000		414103	399		101000
		Total for Vendor:		95.00								
121339			4672 ASURE PAYROLL TAX MANAGEMENT	228,882.58								
		10/18/24 payroll										
1	10/18/24	Social Security		108,006.92			1000		212501			101000
2	10/18/24	Medicare		25,259.62			1000		212502			101000
3	10/18/24	Federal Income Tax		87,024.04			1000		212503			101000
4	10/18/24	ND State Tax		4,238.00			1000		212504			101000
5	10/18/24	MN State Tax		4,354.00			1000		212505			101000
		Total for Vendor:		228,882.58								

* ... Over spent expenditure

Claim/ Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
121123			4485 AUSTIN BRAGET	36.00						
		MN GIS/LIS Conference - Duluth								
		10/02-10/04								
1	10/07/24	Travel reimb 10/02-10/04		36.00			1000	414000	340	101000
		Total for Vendor:		36.00						
121208			2931 AUTO VALUE PARTS STORES	824.52						
1	99301088	10/08/24 FILTERS		3.26			1000	455000	427	101000
2	99300386	10/03/24 PERMATEX		50.98			1000	455000	433	101000
3	99301076	10/08/24 FILTERS		13.04			1000	421000	427	101000
4	99301083	10/08/24 HD OIL FLEET/FILTERS		149.02			6010	450200	427	101000
5	99301084	10/08/24 HD CABIN AIR FLEET/FILTERS		240.72			6010	450200	427	101000
6	99301813	10/11/24 INDUSTRIAL HYDRAULIC		30.41			6020	450000	427	101000
7	99301764	10/11/24 FILTER		22.27			4387	480000	427	101000
8	99301834	10/11/24 FILTER		22.27			4387	480000	427	101000
9	99300603	10/04/24 FILTER		22.27			6010	450200	427	101000
10	99299844	10/01/24 HD AIR FLEET		85.32			6010	450200	427	101000
11	99301086	10/08/24 INDUSTRIAL HYDRAULIC		67.19			6010	450200	427	101000
12	99301081	10/08/24 FILTER		3.26			1000	430000	427	101000
13	99301079	10/08/24 FILTER		3.26			6020	450000	427	101000
14	99301092	10/08/24 FILTER		15.68			6025	450000	427	101000
15	99301287	10/08/24 HD AIR/HYDRAULIC FLEET		95.57			6010	450200	427	101000
		Total for Vendor:		824.52						
121174			1695 BAKER & TAYLOR	49.30						
1	2038572458	09/20/24 BOOKS		49.30			7000	411600	662	101000
		Total for Vendor:		49.30						
121195			36 BERT'S TRUCK EQUIPMENT	3,376.46						
1	101329	10/08/24 7027 FM TRANS/REC CONTROL		3,376.46			6025	450000	427	101000
		Total for Vendor:		3,376.46						
121200			1127 BIERSEBACH EQUIPMENT & SUPPLY	158.00						
1	114126	10/11/24 AIR DRILL RENTAL		158.00			6020	450000	438	101000
		Total for Vendor:		158.00						

* ... Over spent expenditure

Claim/ Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
121282		999999 BOB'S CONCRETE PUMPING, INC.		1,262.72								
1	34650	09/19/24 CONCRETE PUMPING		1,262.72			6020		450000	438		101000
		Total for Vendor:		1,262.72								
121267		3512 BOUND TREE MEDICAL, LLC		34.29								
1	85486066	09/12/24 FD Medical Supplies		34.29			2060		415200	500		101000
		Total for Vendor:		34.29								
121165		73 BRAUN INTERTEC		12,138.50								
1	B403744	10/10/24 Dist 1345		5,260.50			4009		480000	724		101000
2	B403747	10/10/24 Dist 1348		2,010.50			4444		480000	724		101000
3	B403746	10/10/24 Dist 1349		890.00			4445		480000	724		101000
4	B403743	10/10/24 Project 2282		280.00			4026		480000	724		101000
5	B403742	10/10/24 Project 6058		210.00			4019		480000	724		101000
6	B403745	10/10/24 Project 6059		3,487.50			4021		480000	724		101000
		Total for Vendor:		12,138.50								
121063		3064 BRIAN WOODS		2,594.55								
1	4791	09/16/24 sept k9 instructor travel		2,594.55			1000		421000	340		101000
		Total for Vendor:		2,594.55								
121317		3892 BURGGRAP'S ACE FARGO WEST #17458		11.98								
1	3751	10/07/24 MTL CUT		11.98			6020		450000	432		101000
		Total for Vendor:		11.98								
121168		351 BUSINESS ESSENTIALS		25.00								
1	OEQT810681	09/30/24 N Wavra Business Cards		25.00			2060		415200	410		101000
121180		351 BUSINESS ESSENTIALS		134.55								
1	W013168931	10/10/24 NAPKINS		134.55			7000		411600	410		101000
		Total for Vendor:		159.55								
121125		51 CASS COUNTY ELECTRIC COOP		270.92								
1	428342	Oct 10/07/24 Airport 08/31/24 - 09/30/2		270.92			7050		500000	420		101000

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121155		51 CASS COUNTY ELECTRIC COOP		3,351.30						
	Wex building									
1	1190696	10 10/10/24 New City Hall (WEX Buildin		3,351.30			1001 415000	527		101000
121169		51 CASS COUNTY ELECTRIC COOP		1,145.28						
1	109022209	10/07/24 FD Sept Utilities 1090222		1,145.28			2060 415200	527		101000
121190		51 CASS COUNTY ELECTRIC COOP		3,160.89						
1	1163206	10/10/24 THE LIGHTS STAGE & COURTYARD		1,554.31			2310 452120	527		101000
2	1168003	10/10/24 THE LIGHTS PARKING RAMP		1,070.74			2310 452120	527		101000
3	1168004	10/10/24 THE LIGHTS CITY METER		535.84			2310 452120	527		101000
121191		51 CASS COUNTY ELECTRIC COOP		19,078.00						
1	1156426	10/10/24 LIFT STATIONS		18,559.76			6025 450000	527		101000
2	1156426	10/10/24 INERT LANDFILL		64.43			6010 450200	527		101000
3	1156426	10/10/24 WATER TOWERS		453.81			6020 450000	527		101000
121192		51 CASS COUNTY ELECTRIC COOP		17,953.00						
1	1156424	10/10/24 STREET LIGHT FEED POINTS		17,627.37			1000 430002	527		101000
2	1156424	10/10/24 TRANSFER STATION		325.63			6010 450200	527		101000
		Total for Vendor:		44,959.39						
121158		2909 CC STEEL LLC		115,747.68						
1	2549	10/08/24 Project 1347		115,747.68			4508 480000	670		101000
		Total for Vendor:		115,747.68						
121221		1777 CENTURY LINK		215.28						
1	10/01/24	oct 2024 pd siren		215.28			1000 421000	356		101000
		Total for Vendor:		215.28						
121308		999999 CHAD ZUBKE		300.00						
	Tree Planting Permit - 2581 Rivers Bend Dr E									
1	10/17/24	Tree - 2581 Rivers Bend Dr E		300.00			5000 422000	490		101000
		Total for Vendor:		300.00						

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121152	1	10/14/24	5099 CHARLISIE KARMO Child Care Grant	1,500.00 1,500.00			2960		411900	416		101000
Total for Vendor:				1,500.00								
121215	1	468369 10/02/24	111 CITY OF FARGO LANDFILL FEES	24,642.48 24,642.48			6010		450200	355		101000
Total for Vendor:				24,642.48								
121216	1	10/07/24	2880 CITY OF FARGO 5635 14TH AVE N - WATER	722,141.05 21.05			6020		450000	345		101000
2	10/07/24	1 GSR - WATER		119,376.90			6020		450000	345		101000
3	10/07/24	1 32ND AVE S - WATER		143,481.50			6020		450000	345		101000
4	10/07/24	1 MAIN AVE - WATER		211,860.60			6020		450000	345		101000
5	10/07/24	2220 57TH ST N - SEWER		247,401.00			6025		450000	347		101000
Total for Vendor:				722,141.05								
121244	1	468419 10/04/24	111 CITY OF FARGO SWAT capital purchase	1,827.49 1,827.49			2525		421000	375		101000
121322	1	467815 09/25/24	111 CITY OF FARGO WATER TESTING	560.00 560.00			6020		450000	335		101000
Total for Vendor:				2,387.49								
121156	Transfer from UB account to AR (Inv #19388)		3167 CITY OF WEST FARGO Vanna Conversions LLC	461.26								
1	10/14/24	UB xfer pmt		461.26			6020		214100			101000
Total for Vendor:				461.26								
121261	1	10051 10/17/24	1904 CODE 4 SERVICES, INC #1203 repair	117.60 117.60			1000		421000	427		101000
Total for Vendor:				117.60								

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
121334	E	3850 COLLIERIES SECURITIES LLC	22,500.00						
1	10/21/24	RIB 2024 - bond counsel	15,973.87			4086 480000	740		101000
2	10/21/24	RIB 2024 - bond counsel	1,774.09			4088 480000	740		101000
3	10/21/24	RIB 2024 - bond counsel	943.37			4006 480000	740		101000
4	10/21/24	RIB 2024 - bond counsel	3,808.67			4005 480000	740		101000
		Total for Vendor:	22,500.00						
121149		5293 COLUMN SOFTWARE PBC	36.48						
1	1442-0054	10/10/24 ND Bids/Proposals	36.48			1000 418000	668		101000
		Total for Vendor:	36.48						
121087	114286S	229 CONSOLIDATED COMMUNICATIONS	4,151.30						
1	Oct 2024	10/01/24 701-433-5400/0 Phones	453.20			1000 415000	356		101000
2	Oct 2024	10/01/24 701-150-1128/0 Phones	3,698.10			1000 415000	356		101000
121171		229 CONSOLIDATED COMMUNICATIONS	122.13						
1	953609	10/01/24 FD September Telephone	122.13			2060 415200	356		101000
		Total for Vendor:	4,273.43						
121296		99999 CONSTRUCTION SUPPLY, INC.	5,777.00						
1	24857	10/09/24 WEX FIT-UP	5,777.00			2970 480000	653		101000
		Total for Vendor:	5,777.00						
121081	114288S	3245 CORE & MAIN	507.00						
1	V746599	10/02/24 Locator tools	507.00			6020 450000	412		101000
121137		3245 CORE & MAIN	42,661.81						
1	V739491	10/01/24 ANNUAL SENSUS SOFTWARE SUBSC	37,628.58			1000 450000	497		101000
2	V726195	10/07/24 FLG FF GASKET	30.80			4972 480000	670		101000
3	U948181	09/26/24 MTR ADPT 1X2 W/GASKET	4,857.43			4972 480000	670		101000
4	V737972	10/07/24 OSS SGN	145.00			6020 450000	438		101000
		Total for Vendor:	43,168.81						

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Claim/ Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
121257		4242 COVERTRACK GROUP INC		1,200.00								
1		S OCT010882 10/14/24 tracking service 2274/7775		1,200.00			1000		421000	497		101000
		Total for Vendor:		1,200.00								
121076		65 CURT'S LOCK & KEY		462.50			2975		421000	641	18	101000
1		400233 10/04/24 master locks		462.50								
121172		65 CURT'S LOCK & KEY		57.08			2060		415200	420		101000
1		279986 10/04/24 L-76 Lockbox, spare keys		57.08								
		Total for Vendor:		519.58								
121179		624 DAKOTA SUPPLY GROUP		2,368.57			6020		450000	438		101000
1		104129561 10/08/24 8" MACRO HP COUPLING - WA		1,184.29			6025		450000	439		101000
2		104129561 10/08/24 8" MACRO HP COUPLING - SW		1,184.28								
121189		624 DAKOTA SUPPLY GROUP		1,782.24			6025		450000	826		101000
1		104021073 10/04/24 SURGE PROTECTION MODULE		1,782.24								
121248		624 DAKOTA SUPPLY GROUP		18.90			2975		421000	427	18	101000
1		S104056827 10/01/24 ww electrical		18.90								
		Total for Vendor:		4,169.71								
121090		3050 DAKOTA UPREIT LIMITED		7,812.38								
		Pioneer Center - Oct rent										
1		00033519 10/01/24 Common Area - Oct		2,402.29			1001		415000	389		101000
2		00033519 10/01/24 Base Rent - Oct		5,410.09			1001		415000	389		101000
		Total for Vendor:		7,812.38								
121307		999999 DAN HOGFOSS		300.00								
		Tree Planting Permit - 5030 11th St W										
1		10/17/24 Tree - 5030 11th St W		300.00			5000		422000	490		101000
		Total for Vendor:		300.00								

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
121110	114299S	4257 DANIELLE JOHN	494.66								
		OBENGOF/CARTEGRAPH CONFERENCE - ARLINGTON, TX									
1		10/07/24 TRAVEL REIMBURSEMENT	494.66			1000		450000	340		101000
		Total for Vendor:	494.66								
121097	114300S	4768 Darin Underhill	158.81								
1		2024 09/27/24 IAAI Annual Conf. Grand Forks	158.81			2060		415200	340		101000
		Total for Vendor:	158.81								
121228		856 DAVE'S WEST FARGO TIRE	245.80								
1		128259 09/26/24 #1192 tire mount	245.80			1000		421000	427		101000
		Total for Vendor:	245.80								
121131		5453 DCI CREDIT SERVICES INC	1,297.02								
Jacob Nelson											
1		09/20/24 Wage Garnishment	1,297.02			1000		212545			101000
		16-2014-CV-00069									
		Total for Vendor:	1,297.02								
121128		2948 DELTA 54 AVIATION LLC	3,969.88								
1		October 10/09/24 Airport Management Fees	3,600.00			7050		500000	307		101000
2		October 10/09/24 Fire Equipment Inspection	369.88			7050		500000	420		101000
		Total for Vendor:	3,969.88								
121316		2225 DTN, LLC	488.25								
1		82709 10/04/24 WEATHER BILLING (NOV)	488.25			1000		450000	497		101000
		Total for Vendor:	488.25								
121301		2100 EAGLE RUN CROSSING	25.76								
1		7259 10/01/24 3401 PREMIUM	25.76			1000		430001	424		101000
		Total for Vendor:	25.76								
121210		1502 EIDE BAILLY LLP	252.00								
3		EI01747702 09/30/24 PW Street Background Check	130.00			1000		430000	399		101000
4		EI01747702 09/30/24 Inspections Background Che	110.00			1000		418000	399		101000
5		EI01747702 09/30/24 Technology Fee	12.00			1000		414104	399		101000
		Total for Vendor:	252.00								

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121211			5454 EMERGENCY TECHNICAL DECON	261.00								
1	1641	10/08/24	Gear Repair	261.00			2060		415200	420		101000
			Total for Vendor:	261.00								
121088			5451 ENCLAVE COMPANIES	6,175.00								
1	2400901-IN	04/30/24	Reimb for Legend Tech Invo	6,175.00			4009		480000	670		101000
			Total for Vendor:	6,175.00								
121347			3547 EQUITABLE UNIT ANNUITY	2,000.00								
1	10/18/24		Deferred Comp Oct 2024	2,000.00			1000		212524			101000
			Total for Vendor:	2,000.00								
121052			2862 ESSENTIA HEALTH	893.74								
1	09.2024	09/23/24	890002546 Annual Phys	736.00			2060		415200	996		101000
2	09.2024.1	07/08/24	890002546 J Neeb	78.87			2060		415200	996		101000
3	09.2024.2	07/10/24	890002546 J Porter	78.87			2060		415200	996		101000
			Total for Vendor:	893.74								
121237			2098 FBI-LEEDA	795.00								
1	20014045	10/11/24	reg for cruff	795.00			1000		421000	340		101000
			Total for Vendor:	795.00								
121252			151 FEDERAL EXPRESS	30.14								
1	864557800	10/09/24	2 pkg	22.82			1000		421000	661		101000
2	865280148	10/16/24	1 pkg	7.32			1000		421000	661		101000
			Total for Vendor:	30.14								
121118			2268 FLAGSHOOTER, LLC	3,831.75								
1	240926007	09/26/24	Locator Flags	3,831.75			6020		450000	412		101000
			Total for Vendor:	3,831.75								
121111			2499 FM CONVENTION & VISITORS BUREAU	567.50								
Jan 2024 Adjustment												
1	Jan 24	01/31/24	Lodging Tax 2%	567.50			2141		411500	533		101000

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
121112	114250S	2499 FM CONVENTION & VISITORS BUREAU	283.75								
	Jan 2024 Adjustment										
2	Jan 24 01/31/24	Lodging Tax 1%	283.75			2141		411500	653		101000
		Total for Vendor:	851.25								
121083	114322S	104 FORUM COMMUNICATIONS	575.00								
1	00037610	07/31/24 West Fargo Focus	575.00			1000		414102	602		101000
121115		104 FORUM COMMUNICATIONS	575.00								
1	00041083	09/30/24 West Fargo Focus	575.00			1000		414102	602		101000
		Total for Vendor:	1,150.00								
121064	114323S	155 GALIS, LLC	146.19								
1	029227108	10/01/24 items for carlson	248.80			1000		421000	422		101000
2	029243409	10/02/24 return shipping - young	7.99			1000		421000	422		101000
3	029244285	10/02/24 credit - young	-110.60			1000		421000	422		101000
121066	114323S	155 GALIS, LLC	671.16								
1	029022384	09/09/24 D Underhill Pants	69.04			2060		415200	422		101000
2	029134476	09/20/24 Cr. for overcharge of posta	-16.63			2060		415200	422		101000
3	029052427	09/12/24 K Frost Pants	172.60			2060		415200	422		101000
4	029092526	09/17/24 B Temp Boots	186.96			2060		415200	422		101000
5	029074681	09/14/24 Return Lable for Bike Short	7.99			2060		415200	422		101000
6	029092526	09/17/24 A Wagemann Polo shirt	71.75			2060		415200	422		101000
7	029092526	09/17/24 T Matelski pants	153.00			2060		415200	422		101000
8	029092526	09/17/24 S/H for order	26.45			2060		415200	422		101000
121249		155 GALIS, LLC	1,730.03								
1	029301846	10/09/24 new cso - melander	158.40			1000		421000	422		101000
2	029324013	10/11/24 new officer - schany	85.67			1000		421000	422		101000
3	029324014	10/11/24 new officer - newman	85.67			1000		421000	422		101000
4	029324015	10/11/24 new officer - schwartz	85.67			1000		421000	422		101000
5	029261528	10/04/24 boots for pearson	170.96			1000		421000	422		101000
6	029249169	10/03/24 pants for schweyen	82.99			1000		421000	422		101000
7	029253033	10/03/24 shirt for crouse	154.28			1000		421000	422		101000
8	029284807	10/07/24 collar brass for nelson	29.70			1000		421000	422		101000

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Claim/ Line #	Check	Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
9	029260612	10/04/24	equip for kane	407.66			1000		421000	422		101000
10	029322436	10/11/24	equip for b. oldham	42.20			1000		421000	422		101000
11	029262545	10/04/24	equip for dehmlow	87.83			1000		421000	422		101000
12	029311514	10/10/24	equip for runcorn	259.80			1000		421000	422		101000
13	029260386	10/04/24	equip for nobles	79.20			1000		421000	422		101000
121251			155 GALIS, LLC	143.66								
1	029326994	10/11/24	shirt for ostlund	143.66			1000		421000	422		101000
121290			155 GALIS, LLC	979.77								
1	029356697	10/15/24	shirt for nobles	97.21			1000		421000	422		101000
2	029354347	10/15/24	equip for halverson	73.86			1000		421000	422		101000
3	029354341	10/15/24	boots/equip for mueller	353.96			1000		421000	422		101000
4	029356728	10/15/24	shirt for stewart	85.99			1000		421000	422		101000
5	029356722	10/15/24	shirt for nielsen	226.58			1000		421000	422		101000
6	029354345	10/15/24	equip for coffield	17.85			1000		421000	422		101000
7	029354331	10/15/24	equip for angeles	35.20			1000		421000	422		101000
8	029356714	10/15/24	shirt for nobles	89.12			1000		421000	422		101000
			Total for Vendor:	3,670.81								
121212			4632 GEAR WASH	1,113.29								
1	71570	10/10/24	Gear repair	1,113.29			2060		415200	420		101000
			Total for Vendor:	1,113.29								
121198			2558 GOODYEAR COMMERCIAL TIRE	1,835.21								
1	1301091656	08/15/24	4021 TIRES	1,835.21			6010		450200	427		101000
			Total for Vendor:	1,835.21								
121106			556 GRAINGER, INC.	249.84								
1	9257512450	09/23/24	4 Quick connects for steam	249.84			2060		415200	420		101000
			Total for Vendor:	249.84								
121213			3534 GRAND FORKS FIRE EQUIPMENT LLC	2,263.40								
1	41935	10/04/24	SCBA Repairs	2,057.10			2060		415200	420		101000
2	41964	10/08/24	St 76 Connect Cascade to POSI	206.30			2060		415200	420		101000
			Total for Vendor:	2,263.40								

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Claim/ Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
121287		999999 GRASSROOTS K9		4,000.00								
1	0029	09/22/24 k9 Seminar		4,000.00			2515		421000	915		101000
		Total for Vendor:		4,000.00								
121269		3535 GREAT PLAINS FIRE		7,850.00								
1	8529	10/09/24 New Gear-Ashland, Sahr		7,850.00			2060		415200	641		101000
		Total for Vendor:		7,850.00								
121289		2713 HAMPTON INN & SUITES		396.00								
1	ngru311	10/18/24 lodging - adel		198.00			1000		421000	340		101000
2	ngru329	10/18/24 lodging - halverson		198.00			1000		421000	340		101000
		Total for Vendor:		396.00								
121328		180 HAZERS		1,295.00								
1	1869	10/10/24 APPLIANCE DISPOSAL		1,295.00			6010		450200	357		101000
		Total for Vendor:		1,295.00								
121116		5096 HDR ENGINEERING INC.		836.25								
1	1200658676	10/07/24 Project 9040		836.25			4507		480000	313		101000
		Total for Vendor:		836.25								
121065		1310 HERO SCHEDULE LLC		300.00								
1	41002	10/01/24 oct 2024 user fee		300.00			1000		421000	497		101000
121094		1310 HERO SCHEDULE LLC		153.00								
1	41001	10/01/24 FD October 24 Payroll Charge		153.00			2060		415200	497		101000
		Total for Vendor:		453.00								
121098		2820 HIGH POINT NETWORKS		1,400.00								
1	258111	09/30/24 New HQ Intercom Install		1,400.00			2060		415200	497		101000
		Total for Vendor:		1,400.00								
121159		3285 HOUSTON ENGINEERING INC.		43,390.41								
1	73207	10/08/24 Imp Dist 2265		43,390.41			4793		480000	313		101000
		Total for Vendor:		43,390.41								

* ... Over spent expenditure

Claim/ Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
121205		358 HUBERT OYE-SONS CONST.		4,432.28						
1	1212203	10/04/24 PROJ 1350		4,432.28			4434	480000	670	101000
		Total for Vendor:		4,432.28						
121335		E 2312 IMAGE MASTER, LLC		825.00						
1	66354	10/11/24 RIB 2024 - bond counsel		585.71			4086	480000	360	101000
2	66354	10/11/24 RIB 2024 - bond counsel		65.05			4088	480000	360	101000
3	66354	10/11/24 RIB 2024 - bond counsel		34.59			4006	480000	360	101000
4	66354	10/11/24 RIB 2024 - bond counsel		139.65			4005	480000	360	101000
		Total for Vendor:		825.00						
121188		4592 INGRAM LIBRARY SERVICES		1,992.95						
1	83730904	09/13/24 BOOKS		13.66			7000	411600	662	101000
2	83730905	09/13/24 BOOKS		12.27			7000	411600	662	101000
3	83730906	09/13/24 BOOKS		32.37			7000	411600	662	101000
4	83730907	09/13/24 BOOKS		82.02			7000	411600	662	101000
5	83730908	09/13/24 BOOKS		19.80			7000	411600	662	101000
6	83730909	09/13/24 BOOKS		46.94			7000	411600	662	101000
7	83730910	09/13/24 BOOKS		8.18			7000	411600	662	101000
8	83730911	09/13/24 BOOKS		18.74			7000	411600	662	101000
9	83730912	09/13/24 BOOKS		12.77			7000	411600	662	101000
10	84019117	10/01/24 BOOKS		8.37			7000	411600	662	101000
11	84019118	10/01/24 BOOKS		81.88			7000	411600	662	101000
12	84019119	10/01/24 BOOKS		43.55			7000	411600	662	101000
13	84011275	10/01/24 BOOKS		13.25			7000	411600	662	101000
14	84011276	10/01/24 BOOKS		14.93			7000	411600	662	101000
15	84011277	10/01/24 BOOKS		34.18			7000	411600	662	101000
16	84011278	10/01/24 BOOKS		160.05			7000	411600	662	101000
17	84011279	10/01/24 BOOKS		153.29			7000	411600	662	101000
18	84011280	10/01/24 BOOKS		216.48			7000	411600	662	101000
19	84011281	10/01/24 BOOKS		152.22			7000	411600	662	101000
20	84011282	10/01/24 BOOKS		33.15			7000	411600	662	101000
21	84011283	10/01/24 BOOKS		12.17			7000	411600	662	101000
22	84011284	10/01/24 BOOKS		73.66			7000	411600	662	101000
23	84011285	10/01/24 BOOKS		15.45			7000	411600	662	101000
24	84079060	10/04/24 BOOKS		41.10			7000	411600	662	101000

* ... Over spent expenditure

Claim/ Line #	Check	Invoice #	Vendor #/Name/ Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
25	84079061	10/04/24	BOOKS	8.48			7000		411600	662		101000
26	84079062	10/04/24	BOOKS	19.23			7000		411600	662		101000
27	84079063	10/04/24	BOOKS	26.84			7000		411600	662		101000
28	84079064	10/04/24	BOOKS	38.52			7000		411600	662		101000
29	84079065	10/04/24	BOOKS	27.62			7000		411600	662		101000
30	84079066	10/04/24	BOOKS	131.39			7000		411600	662		101000
31	84104024	10/07/24	BOOKS	15.18			7000		411600	662		101000
32	84104025	10/07/24	BOOKS	29.05			7000		411600	662		101000
33	84104026	10/07/24	BOOKS	30.77			7000		411600	662		101000
34	84113134	10/07/24	BOOKS	42.12			7000		411600	662		101000
35	84130222	10/08/24	BOOKS	98.92			7000		411600	649		101000
36	84130223	10/08/24	BOOKS	56.45			7000		411600	662		101000
37	84130224	10/08/24	BOOKS	30.19			7000		411600	662		101000
38	84130225	10/08/24	BOOKS	12.67			7000		411600	662		101000
39	84130226	10/08/24	BOOKS	13.52			7000		411600	662		101000
40	84130227	10/08/24	BOOKS	37.67			7000		411600	662		101000
41	84130228	10/08/24	BOOKS	20.31			7000		411600	662		101000
42	84130229	10/08/24	BOOKS	38.68			7000		411600	662		101000
43	84130230	10/08/24	BOOKS	14.86			7000		411600	662		101000
Total for Vendor:				1,992.95								
121264			3769 INTERNATIONAL CODE COUNCIL, INC	170.00								
Fire Marshal-Dell Sprecher												
Investigator-John Neeb												
Inspections-Darin Underhill												
1	25463	08/10/24	Group Membership for inspectio	170.00			2060		415200	667		101000
Total for Vendor:				170.00								
121178			233 J & L SPORTS	204.98								
1	33315	10/14/24	Z PAINTNER SHIRTS	50.98			1000		450000	422		101000
2	33315	10/14/24	EMBROIDERY - SWEATSHIRTS	154.00			6010		450200	422		101000
121293			233 J & L SPORTS	14.00								
1	33314	10/14/24	Embroidery/Sweatshirts - Eng	14.00			1000		414200	422		101000
Total for Vendor:				218.98								

* ... Over spent expenditure

Claim/ Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
121255			5455 JASON AAMODT									
1	10575	09/17/24 bakery - coffee with a cop		37.50			1000		421000	375	12	101000
		Total for Vendor:		37.50								
121067			3526 JOHN NEEB									
1	2024	09/30/24 Mika Products		27.98			2060		415200	915		101000
2	2024	09/27/24 IAAI ND Conference Grand Forks		130.00			2060		415200	340		101000
121349			3526 JOHN NEEB									
1	2024	10/24/24 Recertification of Mika, MD		1,039.03			2060		415200	915		101000
		Total for Vendor:		1,197.01								
121311			999999 JULIE AND MARK ADAMS									
		Tree Planting Permit - 513 34th Way		300.00								
1	10/17/24	Tree - 513 34th Way		300.00			5000		422000	490		101000
		Total for Vendor:		300.00								
121260			999999 JUSTIN LIEN									
		Acct: 06003100-03		5,338.21								
		1110 22nd Ave W		5,338.21								
		He recently moved out and realized he's been paying for 7 other people's bills since October 2023 due to an issue with his bank. We need to refund him.										
1	10/16/24	UB Overpayment		5,338.21			6020		214100			101000
		Total for Vendor:		5,338.21								
121234			3647 K-9 DEFENSE LLC									
1	2024-19	10/14/24 4 k9 registrations		1,500.00			1000		421000	340		101000
		Total for Vendor:		1,500.00								
121014			344 KARL'S AT THE NODAK CENTER									
1	343317324	09/20/24 A KRAJEWSKI BOOTS		140.24			6025		450000	422		101000
121177			344 KARL'S AT THE NODAK CENTER									
1	343327666	10/07/24 Z PAINTNER PANTS		38.24			1000		450000	422		101000

* ... Over spent expenditure

Claim/ Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
121315		344 KARL'S AT THE NODAK CENTER	44.99								
1	34333225	10/15/24 PRINCE - PANTS	44.99			6010		450200	422		101000
		Total for Vendor:	223.47								
121239		999999 KETCHUM MFG CO. INC.	123.25								
1	184908	10/10/24 ketchum - cadets	123.25			1000		421000	375		101000
		Total for Vendor:	123.25								
121091		114348S 999999 KEVIN COLES	300.00								
		Tree Planting Permit - 530 34th Way E									
1		10/04/24 Tree - 530 34th Way E	300.00			5000		422000	490		101000
		Total for Vendor:	300.00								
121204		2122 KEY CONTRACTING	117,800.00								
1	8103	10/07/24 Project 1350	117,800.00			4434		480000	670		101000
		Total for Vendor:	117,800.00								
121338		-98950E 4482 KOTAPAY	3,779.90								
		10/18/24 payroll									
1		10/18/24 Child Support	3,779.90			1000		212549			101000
		Total for Vendor:	3,779.90								
121114		2085 LANGUAGE LINE SERVICES	56.86								
1	11404609	09/30/24 Sept Interpretation Service	56.86			1000		412000	304		101000
121220		2085 LANGUAGE LINE SERVICES	84.05								
1	11419552	09/30/24 sept 2024 interpreter	84.05			1000		421000	304		101000
		Total for Vendor:	140.91								
121142		5121 LEARNING UNIVERSE CHILDCARE	1,253.21								
1	10/10/24	Child Care Grant	1,253.21			2960		411900	416		101000
		Total for Vendor:	1,253.21								

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
121145		4767 LENOVO (UNITED STATES) INC.	2,774.26								
1	6468234388	06/06/24 WEX - Public Workstations	949.98			2970		480000	653		101000
2	6468206775	06/04/24 WEX fit-up	816.98			2970		480000	653		101000
3	6469123712	09/08/24 PW Sewer Laptop	1,028.22			6025		450000	497		101000
4	0400645950	09/24/24 CR for PD	-20.92			2975		421000	497		101000
5	6468990823	08/25/24 Monitors - IT	290.00			1000		414104	497		101000
6	6469202189	09/16/24 CR for IT	-145.00			1000		414104	497		101000
7	6469237121	09/19/24 CR for IT	-145.00			1000		414104	497		101000
		Total for Vendor:	2,774.26								
121108	114355S	5418 LISA BREYER	77.92								
1	10/07/24	Mileage 09/03/24-10/04/24	77.92			1000		414100	340		101000
		Total for Vendor:	77.92								
121068	114356S	3418 LOFFLER	354.25								
1	4785445	08/26/24 FD August Usage Billing	261.19			2060		415200	428		101000
2	4812755	09/24/24 FD September Usage Billing	93.06			2060		415200	428		101000
		Total for Vendor:	354.25								
121231		3491 LOFFLER COMPANIES INC	129.49								
1	37647559	10/11/24 oct 2024 trn rm area	129.49			1000		421000	428		101000
		Total for Vendor:	129.49								
121206		711 LUTHER FAMILY FORD	57.71								
1	393771	10/09/24 1178 MOULDIN	57.71			1000		421000	427		101000
		Total for Vendor:	57.71								
121147		3304 MAC'S - FARGO	197.42								
1	112236	10/07/24 ZIP TIES	24.98			6025		450000	439		101000
2	113493	10/10/24 SHOVEL/HARDWARE	172.44			1000		430000	432		101000
		Total for Vendor:	197.42								
121099	114361S	3536 MACQUEEN EMERGENCY	771.94								
1	pl1589	09/30/24 L-75 Hyd Outriggers	488.50			2060		415200	420		101000
2	pl1575	09/29/24 L-75 Repair Aerial Drain	283.44			2060		415200	420		101000

* ... Over spent expenditure

Claim/ Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
121280			3536 MACQUEEN EMERGENCY	992.86								
1	p11614	10/04/24	L-75 hose coolant, anti-freeze	52.77			2060		415200	424		101000
2	p11658	10/11/24	L-75 manual cover, manifold ass	805.42			2060		415200	427		101000
3	p11664	10/14/24	L-75 lable membrane, switch	134.67			2060		415200	427		101000
			Total for Vendor:	1,764.80								
121341			3542 MAINSTAY FUNDS	750.00								
1	10/18/24	Mainstay Oct 2024		750.00			1000		212529			101000
			Total for Vendor:	750.00								
121232			5416 MARCO TECHNOLOGIES LLC NW 7128	92.60								
1	13058611	10/11/24	oct 2024 plotter	92.60			1000		421000	428		101000
			Total for Vendor:	92.60								
121127			5349 MARCO TECHNOLOGIES, LLC	1,476.66								
1	37607998	10/07/24	Front Desk	74.65			1000		414100	428		101000
2	37607998	10/07/24	Non-Departmental	484.34			1000		415000	428		101000
3	37607998	10/07/24	Planning / Inspections	86.44			1000		418000	428		101000
4	37607998	10/07/24	HR	28.50			1000		414103	428		101000
5	37607998	10/07/24	Court	201.13			1000		412000	428		101000
6	37607998	10/07/24	Police	152.92			1000		421000	428		101000
7	37607998	10/07/24	PW Water	124.68			6020		450000	428		101000
8	37607998	10/07/24	PW Sanitation	161.10			6010		450200	428		101000
9	37607998	10/07/24	Fire	124.67			2060		415200	428		101000
10	37607998	10/07/24	IT	38.23			1000		414104	428		101000
121266			5349 MARCO TECHNOLOGIES, LLC	123.61								
			Fire Department-both printers									
			009-3062843-000									
1	37669006	10/15/24	FD St 76-both printers	123.61			2060		415200	428		101000
			Total for Vendor:	1,600.27								
121340			3630 MATRIX TRUST COMPANY	4,712.00								
1	10/18/24	Deferred Comp Pre-Tax Oct 24		3,340.00			1000		212547			101000
2	10/18/24	Deferred Comp Post-Tax Oct 24		1,372.00			1000		212548			101000
			Total for Vendor:	4,712.00								

10/21/24
13:41:29

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 10/04/24 to 10/21/24

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* ... Over spent expenditure

Claim/ Line #	Check	Invoice	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
121129	1	10/09/24	3119 MATT RETKA Oct WF Airport Secretary	50.00 50.00			7050		500000	120		101000
			Total for Vendor:	50.00								
121273	1	10/07/24	299 MENARDS (FIRE) Wall Mount Hangers for Custodi	281.94 75.25			2060		415200	500		101000
	2	10/08/24	St 76 Hardware	8.71			2060		415200	500		101000
	3	10/09/24	Medical Storage/Mezzinea	79.90			2060		415200	500		101000
	4	10/09/24	Wall Mount Hangers for Custodi	98.16			2060		415200	500		101000
	5	10/09/24	Toilet Cleaner	19.92			2060		415200	500		101000
			Total for Vendor:	281.94								
121242	1	10/02/24	5206 MENARDS (POLICE) acct 30360698	118.18 118.18			1000		421000	610		101000
			Total for Vendor:	118.18								
121135	1	10/01/24	4622 MENARDS (PUBLIC WORKS) CLEANING SUPPLIES	60.91 38.97			1000		455000	500		101000
	2	10/07/24	LUMBER	39.37			1000		430000	722		101000
	3	10/09/24	BATTERIES	15.98			1000		430000	722		101000
	4	10/02/24	HOSE CLAMP	19.99			6025		450000	825		101000
	5	10/03/24	BUSHINGS	25.94			6025		450000	825		101000
	6	07/12/24	RETURN CREDITS	-79.34			1000		430002	487		101000
			Total for Vendor:	60.91								
121310			99999 MICHAEL PEDERSEN	300.00								
	Tree Planting Permit - 5493 11th St W											
	1	10/17/24	Tree - 5493 11th St W	300.00			5000		422000	490		101000
			Total for Vendor:	300.00								
121070			2766 MIDCONTINENT COMMUNICATIONS	89.06								
	1	10/01/24	2766 MIDCONTINENT COMMUNICATIONS PW INTERNET	89.06			1000		450000	497		101000

* ... Over spent expenditure

Claim/ Line #	Check	Invoice	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
121151			2766 MIDCONTINENT COMMUNICATIONS	1,250.39								
1	14325	10/11/24	193293401 - 3100&3150 Sheyenne	1,250.39			2310		452120	497		101000
			Total for Vendor:	1,339.45								
121092			102 MIDSTATES WIRELESS	270.00								
1	6003442-1	10/03/24	L-76 Radio is dead-send for	270.00			2060		415200	497		101000
121229			102 MIDSTATES WIRELESS	247.02								
1	10/10/24		invest trailer	247.02			1000		421000	610		101000
205017501-1												
121268			102 MIDSTATES WIRELESS	572.50								
1	2050174631	10/15/24	Antenna Install-Ham Radio	572.50			2060		415200	497		101000
			Total for Vendor:	1,089.52								
121209			1854 MIDWEST TAPE	785.31								
1	506122916	10/01/24	BLURAY	35.42			7000		411600	664		101000
2	506160661	10/08/24	BLURAY	40.65			7000		411600	664		101000
3	506122918	10/01/24	DVD	36.01			7000		411600	664		101000
4	506122919	10/01/24	DVD	63.66			7000		411600	664		101000
5	506124180	10/01/24	DVD	73.04			7000		411600	664		101000
6	506124181	10/01/24	DVD	85.38			7000		411600	664		101000
7	506124182	10/01/24	DVD	95.46			7000		411600	664		101000
8	506124183	10/01/24	DVD	30.72			7000		411600	664		101000
9	506124184	10/01/24	DVD	83.94			7000		411600	664		101000
10	506160660	10/08/24	DVD	31.47			7000		411600	664		101000
11	506160663	10/08/24	DVD	63.77			7000		411600	664		101000
12	506160664	10/08/24	DVD	33.01			7000		411600	664		101000
13	506160665	10/08/24	DVD	112.78			7000		411600	664		101000
			Total for Vendor:	785.31								
121336			E 297 MOODY'S INVESTORS SERVICE, INC	27,000.00								
1	P0479625	10/14/24	RIB 2024 - bond counsel	19,168.65			4086		480000	740		101000
2	P0479625	10/14/24	RIB 2024 - bond counsel	2,128.91			4088		480000	740		101000
3	P0479625	10/14/24	RIB 2024 - bond counsel	1,132.04			4006		480000	740		101000
4	P0479625	10/14/24	RIB 2024 - bond counsel	4,570.40			4005		480000	740		101000
			Total for Vendor:	27,000.00								

* ... Over spent expenditure

Claim/ Line #	Check	Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
121095	114375S	305	MOORE ENGINEERING INC	119,735.27								
1	40568	09/27/24	Project 1342	2,600.27			4002		480000	313		101000
2	40549	09/27/24	CWF Task Order #2	537.50			1000		414200	313		101000
3	40570	09/27/24	Project 1349	15,206.51			4445		480000	313		101000
4	40665	09/30/24	Imp Dist 1348	33,700.51			4444		480000	313		101000
5	40567	09/27/24	Imp Dist 1345	37,587.05			4009		480000	313		101000
6	40550	09/27/24	Imp Dist 1337	2,012.18			4086		480000	313		101000
7	40548	09/27/24	Imp Dist 1309.1	1,791.25			4387		480000	313		101000
8	40573	09/27/24	Project 9038	10,812.50			4505		480000	313		101000
9	40660	09/30/24	Project 9043	4,968.75			4445		480000	313		101000
10	40662	09/30/24	Imp Dist 3006	10,518.75			4003		480000	313		101000
Total for Vendor:				119,735.27								
121318		298	MVTL LABORATORIES	338.00								
1	1274129	10/03/24	WATER TESTING	338.00			6025		450000	335		101000
Total for Vendor:				338.00								
121254		695	NASRO	100.00								
1	241016	10/16/24	membership	100.00			1000		421000	340		101000
Total for Vendor:				100.00								
121134		999999	NATE & JOAN LEWIS	75.00								
1	09/27/24	MAILBOX REPAIR REIMBURSEMENT		75.00			6010		450200	444		101000
Total for Vendor:				75.00								
121157		335	ND DEPT OF TRANSPORTATION	55,679.32								
1	0002476188	10/01/24	Project 6058	55,679.32			4019		480000	670		101000
121161		335	ND DEPT OF TRANSPORTATION	13,795.58								
1	0002476187	10/01/24	Project 9020	13,795.58			4137		480000	670		101000
Total for Vendor:				69,474.90								
121344		3541	ND FRATERNAL ORDER OF POLICE	2,106.00								
1	10/18/24	FOP Legal for Oct 2024		2,106.00			1000		212527			101000
Total for Vendor:				2,106.00								

* ... Over spent expenditure

Claim/ Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
121332	-98951E	363 ND PERS		6,874.80								
10/18/24	Payroll											
1	10/18/24	457b Def Comp - Contributions		6,874.80			1000		212532			101000
		Total for Vendor:		6,874.80								
121224		334 ND STATE RADIO COMM.		2,400.00								
1	679 10/01/24	3rd Quarter LETS		2,400.00			1000		421000	415		101000
		Total for Vendor:		2,400.00								
121330		571 ND WORKFORCE SAFETY & INSURANCE		500.30								
1	FU09SM10XQ	10/02/24 Fire		250.15			2060		415200	240		101000
2	FU09SM10XQ	10/02/24 Police		250.15			1000		421000	240		101000
		Total for Vendor:		500.30								
121096	114380S	3946 NDFA		100.00								
1	2024 10/01/24	West Fargo 2025 Dues		100.00			2060		415200	667		101000
		Total for Vendor:		100.00								
121270		271 NETCENTER TECHNOLOGIES		1,098.95								
1	197158 10/07/24	FD Camera Yearly Maintenance		1,098.95			2060		415200	497		101000
		Total for Vendor:		1,098.95								
121265		2261 NETWORK CENTER INCORPORATED		547.95								
1	222378 10/16/24	ww conf hub install		547.95			2975		421000	497	18	101000
		Total for Vendor:		547.95								
121343		3543 NEW YORK LIFE INSURANCE &		10,551.00								
1	10/18/24	Deferred Comp EE Oct 2024		10,551.00			1000		212531			101000
		Total for Vendor:		10,551.00								
121230		3185 NEXT LEVEL TINTING		460.00								
1	1213 10/08/24	#1213		460.00			1000		421000	610		101000

* ... Over spent expenditure

Claim/ Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
121247			3185 NEXT LEVEL TINTING	820.00								
1	1218	10/11/24	ww tint outside door	820.00			2975		421000	420	18	101000
			Total for Vendor:	1,280.00								
121253			3170 NICK GOMEZ	377.83								
1	10/16/24		travel reimb	377.83			1000		421000	340		101000
			Total for Vendor:	377.83								
121105			4119 Northern Laundry Systems,	336.55								
1	8215	09/11/24	Gear Washer Maintenance	336.55			2060		415200	420		101000
			Total for Vendor:	336.55								
121184			3111 NORTHERN SALT INCORPORATED	56,011.90								
1	31155	10/09/24	BULK DEICING SALT	56,011.90			1000		430000	377		101000
			Total for Vendor:	56,011.90								
121162			141 NORTHSTAR SAFETY, INC	49.25								
1	36670	10/08/24	Clothing for Rick B - Eng	49.25			1000		414200	422		101000
121291			141 NORTHSTAR SAFETY, INC	1,423.80								
1	36684	10/15/24	Marking Paint - Locators	1,423.80			6020		450000	412		101000
			Total for Vendor:	1,473.05								
121227			5440 NORTHWEST TIRE INC. (PD)	206.67								
1	26051207	10/08/24	tire repair	31.11			1000		421000	427		101000
2	26051355	10/14/24	tire & install	175.56			1000		421000	427		101000
			Total for Vendor:	206.67								
121173			353 OHNSTAD TWICHELL	40,807.84								
			September invoices									
2	198847	09/21/24	Enclave 2nd Addition	160.00			1000		418000	312		101000
3	198848	09/21/24	Imp Dist 2265	360.00			4793		480000	312		101000
5	198849	09/21/24	Imp Dist 1345	70.50			4009		480000	312		101000
7	198850	09/21/24	Imp Dist 1346	927.50			4024		480000	312		101000
8	198852	09/21/24	Conditional Use Permits	34.50			1000		418000	312		101000
14	198846	08/31/24	Municipal Prosecutions	25,203.02			1000		412000	312		101000

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Claim/ Line #	Check	Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
19	198853	09/21/24	Liquor License Applications	1,490.06			1000		415000	312		101000
20	198854	09/21/24	General	3,883.66			1000		415000	312		101000
22	198855	09/21/24	Personnel Issues	280.00			1000		414103	312		101000
48	198856	09/21/24	PUD Amendments	240.00			1000		418000	312		101000
49	198851	09/21/24	Bank Stabilization Proj 9038	80.00			4505		480000	312		101000
50	198859	09/21/24	Project 9054 - Ubiquity Agree	597.50			4069		480000	312		101000
51	198857	09/21/24	Sandhills 8th Addition	80.00			1000		418000	312		101000
52	198861	09/21/24	Charleswood River Estates 13th	362.00			1000		418000	312		101000
55	198858	09/21/24	PUD Ordinance Amendment	210.60			1000		418000	312		101000
56	198865	09/21/24	Imp Dist 3006	80.00			4003		480000	312		101000
57	198860	09/21/24	FMD-Raymond Subdivision	160.00			1000		418000	312		101000
58	198862	09/21/24	Landscaping Ordinance Amend	653.50			1000		415000	312		101000
59	198863	09/21/24	N Pond of the Preserve 18 Add	280.00			1000		418000	312		101000
60	198864	09/21/24	Imp Dist 1316.3	200.00			4065		480000	312		101000
61	198953	09/21/24	Ambulance Service Ordinance	2,500.50			1000		415000	312		101000
62	198954	09/21/24	Sheywest	2,954.50			1000		415000	312		101000
121333			353 OHNSTAD TWICHELL	15,000.00								
1	10/21/24	RIB 2024 - bond counsel		10,649.25			4086		480000	312		101000
2	10/21/24	RIB 2024 - bond counsel		1,182.73			4088		480000	312		101000
3	10/21/24	RIB 2024 - bond counsel		628.91			4006		480000	312		101000
4	10/21/24	RIB 2024 - bond counsel		2,539.11			4005		480000	312		101000
			Total for Vendor:	55,807.84								
121196			399 OLYMPIC SALES	2,864.08								
1	15033	10/01/24	407 CYLINDER/TARP ROLLER	2,864.08			6010		450200	427		101000
			Total for Vendor:	2,864.08								
121082	114398S	631	ONE CALL CONCEPTS, INC	936.20								
1	4094293	09/30/24	Sept Locates	936.20			6020		450000	412		101000
			Total for Vendor:	936.20								
121072	114399S	276	OSTROMS ACE HARDWARE	68.83								
1	227183	08/05/24	FD Night to Unite tarp	22.99			2060		415200	375		101000
2	227273	08/19/24	L-75 Clamps	4.59			2060		415200	500		101000
3	227342	08/27/24	Cage under Stairs/he supplies	19.95			2060		415200	494		101000
4	227379	09/03/24	Hardware	12.99			2060		415200	500		101000

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
5	227453	09/17/24 Hardware	8.31			2060 415200	500		101000
121078	114399S	276 OSTROMS ACE HARDWARE	179.97						
1	227580	10/04/24 k9 & comfort dog food	179.97			1000 421000	915		101000
		Total for Vendor:	248.80						
121073	114401S	4455 OTIS ELEVATOR COMPANY	1,960.92						
1	1703885	09/17/24 FD Annual Elev Maint Fee	1,960.92			2060 415200	428		101000
		Total for Vendor:	1,960.92						
121185		2126 OVERDRIVE, INC	1,180.64						
1	10/10/24	EBOOK/AUDIOBOOK	1,180.64			7000 411600	650		101000
02139C024303861									
		Total for Vendor:	1,180.64						
121256		3739 PARADIGM FIBER SPLICING LLC	2,380.00						
1	349 07/18/24	Fiber - New City Hall	2,380.00			2970 480000	653		101000
121292		3739 PARADIGM FIBER SPLICING LLC	2,985.00						
1	329 05/19/24	Troubleshoot - 32 Ave/Sheyenne	2,985.00			4136 480000	313		101000
		Total for Vendor:	5,365.00						
121238		914 PATRICK & CO.	929.38						
1	1001480 10/03/24	2025 animal tags	929.38			1000 421000	396		101000
		Total for Vendor:	929.38						
121120		4972 PAULA VILLANUEVA	850.99						
1	10/07/24	Child Care Grant	850.99			2960 411900	416		101000
		Total for Vendor:	850.99						
121348		3548 PERSHING	300.00						
1	10/18/24	Alerus - Oct 2024	300.00			1000 212525			101000
		Total for Vendor:	300.00						

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Claim/ Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
120749			563 PETRO SERVE USA									
1	1932	09/18/24	BULK FUEL	2,646.46			4387		480000	424		101000
121126			563 PETRO SERVE USA	101.66								
1	0967933	09/09/30/24	WF Airport Fuel	101.66			7050		500000	420		101000
121130			563 PETRO SERVE USA	36,526.22								
1	Sept 2024	09/30/24	Police	12,067.47			1000		421000	424		101000
2	Sept 2024	09/30/24	Public Works	670.95			1000		450000	424		101000
3	Sept 2024	09/30/24	Sanitation	11,364.94			6010		450200	424		101000
4	Sept 2024	09/30/24	Street	3,914.78			1000		430000	424		101000
5	Sept 2024	09/30/24	Sewer	2,758.26			6025		450000	424		101000
6	Sept 2024	09/30/24	Water	2,372.14			6020		450000	424		101000
7	Sept 2024	09/30/24	City Hall	1,236.40			1000		415000	420		101000
8	Sept 2024	09/30/24	Fleet & Facilities	461.08			1000		455000	424		101000
9	Sept 2024	09/30/24	Storm Sewer / Lagoon	1,120.40			4387		480000	424		101000
10	Sept 2024	09/30/24	Forestry	559.80			1000		430000	424		101000
121272			563 PETRO SERVE USA	1,632.53								
1	967995	09/30/24	FD September Fuel Usage	1,632.53			2060		415200	424		101000
121324			563 PETRO SERVE USA	1,948.29								
1	112	10/08/24	QUICKLIFT	819.99			6010		450200	424		101000
2	100995	10/07/24	CENEX OIL	155.40			1000		430000	424		101000
3	101003	10/09/24	CENEX OIL	972.90			6020		450000	424		101000
				Total for Vendor:	42,855.16							
121240			4034 PETRO SERVE USA #63	56.93								
1	14835	09/11/24	#163 fuel	56.93			1000		421000	424		101000
121302			4034 PETRO SERVE USA #63	2,044.14								
1	5534	10/16/24	4102 DIESEL	85.59			6010		450200	424		101000
2	9547	10/02/24	4102 DIESEL	51.70			6010		450200	424		101000
3	4285	10/14/24	7048 DIESEL	197.06			6025		450000	424		101000
4	3439	10/10/24	7001 DIESEL	120.36			6025		450000	424		101000
5	7423	09/27/24	3401 PREMIUM	41.87			1000		430001	424		101000

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Claim/ Line #	Check	Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
6	200	10/03/24	7045 DIESEL	505.18			4387		480000	424		101000
7	4252	10/14/24	3401 PREMIUM	20.03			1000		430001	424		101000
8	3685	10/11/24	3401 PREMIUM	30.88			1000		430001	424		101000
9	337	09/30/24	3401 PREMIUM	25.60			1000		430001	424		101000
10	7925	09/05/24	7001 DIESEL	92.12			6025		450000	424		101000
11	3287	09/06/24	4201 DIESEL	114.34			6010		450200	424		101000
12	3982	09/09/24	WA DIESEL	95.91			6020		450000	424		101000
13	4527	09/10/24	7001 DIESEL	105.78			6025		450000	424		101000
14	4689	09/11/24	ST DIESEL	129.90			1000		430000	424		101000
15	3301	09/18/24	7001 DIESEL	195.37			6025		450000	424		101000
16	9310	09/26/24	7048 DIESEL	190.58			4387		480000	424		101000
17	7423	09/27/24	WA PREMIUM	41.87			6020		450000	424		101000
121314			4034 PETRO SERVE USA #63	211.06								
1	5333	10/17/24	7048 DIESEL	211.06			4387		480000	424		101000
			Total for Vendor:	2,312.13								
121219			1483 PITNEY BOWES RESERVE ACCOUNT	1,500.00								
City Hall postage machine - meter refill												
1	10/16/24	Reserve Acct 20613972		1,500.00			1000		415000	661		101000
121298			1483 PITNEY BOWES RESERVE ACCOUNT	2,000.00								
1	10/18/24	reserve acct 53241956 (PD's)		2,000.00			1000		421000	661		101000
			Total for Vendor:	3,500.00								
121074	1144055		3943 POSTMASTER	146.00								
1	2024	10/01/24	FD two rolls forever stamps	146.00			2060		415200	661		101000
			Total for Vendor:	146.00								
121313			1755 PRO SWEEP INC	2,125.00								
1	24277	09/30/24	SHEYENNE TUNNEL SWEEP	2,125.00			1000		430000	487		101000
			Total for Vendor:	2,125.00								
121246			3949 PUSH PEDAL PULL, INC	89,805.30								
1	390494	10/08/24	ww gym equipment	89,805.30			2975		421000	641	18	101000

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121288		3949 PUSH PEDAL PULL, INC	7,129.00								
1	391047	10/17/24 gym flooring/labor	7,129.00			2975		421000	641	18	101000
		Total for Vendor:	96,934.30								
121143		5410 QUALLEY AND ASSOCIATES	5,884.11								
		Enterprise Grant									
		Final Payment									
1	10/10/24	Materials & labor for remodel	5,884.11			2960		411900	654		101000
		Total for Vendor:	5,884.11								
121207		3893 RDO TRUCK CENTERS	539.65								
1	820416F	10/04/24 7041 FILTERS	539.65			4387		480000	427		101000
		Total for Vendor:	539.65								
121233		3748 RED RIVER ANIMAL EMERGENCY	761.92								
1	575992	10/08/24 labby - medical	766.41			1000		421000	915		101000
2	575992	10/08/24 tax exempt E4511	-4.49			1000		421000	915		101000
		Total for Vendor:	761.92								
121300		425 RED RIVER VALLEY FAIR	2,000.00								
1	10/18/24	use of fairgrounds for EVOC	2,000.00			1000		421000	340		101000
		Total for Vendor:	2,000.00								
121346		1464 RED RIVER VALLEY FOP LODGE #1	858.00								
1	10/18/24	FOP Dues Oct 2024	858.00			1000		212526			101000
		Total for Vendor:	858.00								
121319		1016 RED WING BUSINESS ADVANTAGE	250.48								
1	168002	10/04/24 T TWIETEN BOOTS	195.49			1000		450000	422		101000
2	168003	10/04/24 T TWIETEN INSOLES	54.99			1000		450000	422		101000
121327		1016 RED WING BUSINESS ADVANTAGE	284.48								
1	168725	10/16/24 J AMBLE BOOTS	229.49			6010		450200	422		101000
2	168726	10/16/24 J AMBLE INSOLES	54.99			6010		450200	422		101000
		Total for Vendor:	534.96								

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121250	1	10/16/24	920 RHONDA JORGENSEN travel reimb	47.00 47.00			1000		421000	340		101000
			Total for Vendor:	47.00								
121271	1	WFFD 09/30/24	3522 RJ'S TESORO FD September Fuel Usage	1,508.74 1,508.74			2060		415200	424		101000
			Total for Vendor:	1,508.74								
121274	1	191088 10/07/20	441 S & S LANDSCAPING St 76 Fall Grass Seeding	1,329.00 1,329.00			2060		415200	494		101000
			Total for Vendor:	1,329.00								
121222	1	7855 10/16/24	437 SANDY'S DONUTS & COFFEE SHOP training bakery	24.99 24.99			1000		421000	375		101000
121258	1	943795 10/11/24	437 SANDY'S DONUTS & COFFEE SHOP trn bakery	108.46 108.46			1000		421000	375		101000
121262	1	7856 10/17/24	437 SANDY'S DONUTS & COFFEE SHOP bakery training	24.99 24.99			1000		421000	375		101000
			Total for Vendor:	158.44								
121275	1	44648 10/12/24	140 SANFORD AMBULANCE CPR/AED e-cards	555.00 555.00			2060		415200	340		101000
			Total for Vendor:	555.00								
121132			5135 SARAH GASEVIC NEOGOV Conference - Las Vegas - 09/30/24-10/04/24 Hotel and meals	2,568.65								
1	10/10/24	Travel Reimb - 09/30-10/04		2,568.65			1000		414103	340		101000
			Total for Vendor:	2,568.65								
121175	1	60936 10/01/24	3485 SENSOURCE ANNUAL RENEWAL VEACLOUD	228.00 228.00			7000		411600	428		101000
			Total for Vendor:	228.00								

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Claim/ Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
121113			2885 SHORTPRINTER	119.70						
1	153556	09/20/24	Business cards - Admin	19.95			1000	414000	410	101000
2	153556	09/20/24	Business cards - Finance	19.95			1000	414100	410	101000
3	153556	09/20/24	Business cards - Assessing	19.95			1000	414101	410	101000
4	153556	09/20/24	Business cards - IT	39.90			1000	414104	410	101000
5	153556	09/20/24	Business cards - Engineering	19.95			1000	414200	410	101000
121117			2885 SHORTPRINTER	710.00						
1	153768	10/04/24	Booklets for Locators	710.00			6020	450000	412	101000
121183			2885 SHORTPRINTER	62.60						
1	152860	09/30/24	NOTARY STAMP KIRSTEN HENAGIN	62.60			7000	411600	667	101000
121295			2885 SHORTPRINTER	776.25						
1	154244	10/09/24	ENVELOPES	776.25			6020	450000	668	101000
			Total for Vendor:	1,668.55						
121146			5199 SIGN BADGERS	43.47						
1	32888	10/11/24	Lobby Sign	43.47			2970	480000	653	101000
			Total for Vendor:	43.47						
121141			91 SIGN SOLUTIONS USA	34.67						
1	414209	10/08/24	NO PARKING SIGNS	34.67			1000	450000	420	101000
121182			91 SIGN SOLUTIONS USA	2,434.55						
1	414208	10/08/24	SIGNS	2,434.55			1000	430000	377	101000
121187			91 SIGN SOLUTIONS USA	2,164.62						
1	414207	10/08/24	DELINATOR DRUM TOP/BASE	2,164.62			6020	450000	438	101000
121203			91 SIGN SOLUTIONS USA	639.38						
1	414287	10/11/24	SIGNS	639.38			1000	430000	722	101000
			Total for Vendor:	5,273.22						

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
121225		4637 SILVERSTAR CAR WASH	590.00								
1	103216	09/30/24 sept 2024 car wash	590.00			1000		421000	420		101000
		Total for Vendor:	590.00								
121326		3652 SNAP-ON TOOLS INDUSTRIAL	629.99								
1	62687939	09/30/24 TOOLS	124.67			1000		455000	432		101000
2	62686404	09/30/24 TOOLS	505.32			1000		455000	432		101000
		Total for Vendor:	629.99								
121243		2581 STALKER RADAR APPLIED CONCEPTS,	203.00								
1	445773	10/04/24 antenna tail deck mount	203.00			1000		421000	610		101000
		Total for Vendor:	203.00								
121133	-98953E	389 STARION BOND SERVICE	5985,187.54								
		Bond Payments									
1	08/28/24	RIB 2019A Interest	45,914.38			3370		490000	720		101000
2	08/28/24	RIB 2019A Service Fees	450.00			3370		490000	740		101000
3	08/28/24	GO 2009 Principal	915,000.00			3368		490000	710		101000
4	08/28/24	GO 2009 Interest	19,901.25			3368		490000	720		101000
5	08/28/24	GO 2009 Service Fees	625.00			3368		490000	740		101000
6	08/28/24	RIB 2021A Interest	63,435.00			3381		490000	720		101000
7	08/28/24	RIB 2021A Service Fees	450.00			3381		490000	740		101000
8	08/28/24	RIB 2021B Interest	55,417.50			3382		490000	720		101000
9	08/28/24	RIB 2021B Service Fees	450.00			3382		490000	740		101000
10	08/28/24	RIB 2014A Interest	154,912.51			3384		490000	720		101000
11	08/28/24	RIB 2014A Service Fees	450.00			3384		490000	740		101000
12	08/28/24	RIB 2014B Interest	179,992.50			3385		490000	720		101000
13	08/28/24	RIB 2014B Service Fees	450.00			3385		490000	740		101000
14	08/28/24	RIB 2015A Interest	297,625.00			3386		490000	720		101000
15	08/28/24	RIB 2015A Service Fees	450.00			3386		490000	740		101000
16	08/28/24	RIB 2015B Interest	259,500.00			3387		490000	720		101000
17	08/28/24	RIB 2015B Service Fees	450.00			3387		490000	740		101000
18	08/28/24	RIB 2016A Interest	256,996.88			3388		490000	720		101000
21	08/28/24	RIB 2016A Service Fees	450.00			3388		490000	740		101000
22	08/28/24	RIB 2017A Interest	546,331.25			3389		490000	720		101000
23	08/28/24	RIB 2017A Service Fees	450.00			3389		490000	740		101000

* ... Over spent expenditure

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24	08/28/24	RIB 2018B	Interest	501,768.75			3392	490000		720		101000
25	08/28/24	RIB 2018B	Service Fees	450.00			3392	490000		740		101000
26	08/28/24	RIB 2019B	Interest	74,030.00			3339	490000		720		101000
27	08/28/24	RIB 2019B	Service Fees	112.50			3339	490000		740		101000
28	08/28/24	RIB 2019B	Interest	48,779.38			3372	490000		720		101000
29	08/28/24	RIB 2019B	Service Fees	112.50			3372	490000		740		101000
30	08/28/24	RIB 2019B	Interest	102,404.38			3375	490000		720		101000
31	08/28/24	RIB 2019B	Service Fees	112.50			3375	490000		740		101000
32	08/28/24	RIB 2019B	Interest	517,259.37			3393	490000		720		101000
33	08/28/24	RIB 2019B	Service Fees	112.50			3393	490000		740		101000
34	08/28/24	RIB 2020A/2012D	Interest	185,950.00			3378	490000		720		101000
35	08/28/24	RIB 2020A/2012D	Service Fees	225.00			3378	490000		740		101000
36	08/28/24	RIB 2020A	Interest	449,801.88			3394	490000		720		101000
37	08/28/24	RIB 2020A	Service Fees	225.00			3394	490000		740		101000
38	08/28/24	RIB 2022A	Interest	119,887.50			3395	490000		720		101000
39	08/28/24	RIB 2022A	Service Fees	450.00			3395	490000		740		101000
40	08/28/24	TIF 2009	Interest	1,125.00			3983	490000		720		101000
41	08/28/24	TIF 2009	Service Fees	450.00			3983	490000		740		101000
42	08/28/24	TIF 2020	Interest	213,589.38			3988	490000		720		101000
43	08/28/24	TIF 2020	Service Fees	450.00			3988	490000		740		101000
44	08/28/24	WS Bond 2019	Principal	310,000.00			6020	450000		710		101000
45	08/28/24	WS Bond 2019	Interest	60,926.25			6020	450000		720		101000
46	08/28/24	WS Bond 2019	Service Fees	625.00			6020	450000		740		101000
47	08/28/24	WS Bond 2012	Principal	525,000.00			6020	450000		710		101000
48	08/28/24	WS Bond 2012	Interest	71,014.38			6020	450000		720		101000
49	08/28/24	WS Bond 2012	Service Fees	625.00			6020	450000		740		101000
121337	E	389	STARION BOND SERVICE	500.00								
1	2095	10/15/24	RIB 2024 - bond counsel	354.98			4086	480000		740		101000
2	2095	10/15/24	RIB 2024 - bond counsel	39.42			4088	480000		740		101000
3	2095	10/15/24	RIB 2024 - bond counsel	20.96			4006	480000		740		101000
4	2095	10/15/24	RIB 2024 - bond counsel	84.64			4005	480000		740		101000
Total for Vendor:				5985,687.54								

* ... Over spent expenditure

Claim/ Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
121089	114431S	4821 STROH ARCHITECTS	7,040.00								
1	2024.24	10/03/24 New Commission Chambers	7,040.00			2970		480000	653		101000
Total for Vendor:			7,040.00								
121075	114432S	176 SUMMIT FIRE PROTECTION	359.00								
1	271998S	10/03/24 PD ALARM MONITORING	359.00			1000		455000	307		101000
121276		176 SUMMIT FIRE PROTECTION	567.00								
1	2720516	10/03/24 Annual Alarm 10-01 thru 09-30	567.00			2060		415200	307		101000
Total for Vendor:			926.00								
121077	114434S	3829 TARGETSOLUTIONS LEARNING, LLC	6,778.34								
1	Q-376092	09/23/24 FD 2025 Target Solutions Ren	6,778.34			2060		415200	497		101000
Total for Vendor:			6,778.34								
121150		700 TCI INSURANCE	3,355.00								
Airport - liability & property insurance renewals											
1	1212 07/31/24	Renewal EROM	440.00			7050		500000	323		101000
GI0001506 37											
2	1212 07/31/24	Renewal EQFL	510.00			7050		500000	323		101000
IW-0001328-06											
3	1201 07/01/24	Renewal PROP	2,405.00			7050		500000	321		101000
FT-2120-05											
Total for Vendor:			3,355.00								
121226		1907 THE SHOOTING PARK OF HORACE	1,200.00								
1	10/07/24	range rental 10/7/24	400.00			1000		421000	340		101000
2	10/01/24	range rental 10/1/24	400.00			1000		421000	340		101000
3	08/20/24	range rental 8/20/24	400.00			1000		421000	340		101000
Total for Vendor:			1,200.00								
121080	114436S	3411 THE UPS STORE #6740	50.23								
1	2024 09/13/24	Postage send 6MM headset/repai	50.23			2060		415200	661		101000
Total for Vendor:			50.23								

* ... Over spent expenditure

Claim/ Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
121194			3483 TITAN MACHINERY	1,571.61								
1	PS0472798-	10/07/24 366 WA CROSSBAR/BLADE KIT		1,571.61			1000		430000	427		101000
		Total for Vendor:		1,571.61								
121199			3352 TITAN MACHINERY-FARGO CASE	1,376.10								
1	PS0463429	10/01/24 4502 COUPLER MOUNT		1,376.10			6010		450200	427		101000
		Total for Vendor:		1,376.10								
121079			5447 TREYOR MATELSKI	175.00								
1	2024 10/01/24	Reimburse Drone Test Fee		175.00			2060		415200	340		101000
		Total for Vendor:		175.00								
121085			2951 TYLER TECHNOLOGIES, INC	379.35								
1	020-155720	09/30/24 OTC & Portal		379.35			1000		412000	740		101000
		Total for Vendor:		379.35								
121186			2136 ULINE INC	501.68								
1	183591817	09/26/24 NITRILE GLOVE REFILL		501.68			1000		455000	639		101000
		Total for Vendor:		501.68								
121342			1562 UNITED WAY OF CASS-CLAY	47.00								
1	10/18/24	Oct Contributions		47.00			1000		212536			101000
		Total for Vendor:		47.00								
121323			3833 VALLEY GREEN	2,975.00								
1	260175	10/08/24 CONTRACTED MOWING		2,975.00			1000		430001	381		101000
		Total for Vendor:		2,975.00								
121121			2478 VALLI	6,344.34								
1	97009	09/30/24 Postage - Sept		6,344.34			6020		450000	360		101000
121122			2478 VALLI	1,576.25								
1	97010	09/30/24 Lockbox and ACH - Sept		1,576.25			6020		450000	360		101000
		Total for Vendor:		7,920.59								

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Claim/ Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
121201		1553 VARITECH INDUSTRIES, INC		185.76								
1	0602000339	10/14/24 RFID TAGS		185.76			1000		430000	377		101000
			Total for Vendor:	185.76								
121245		3668 VERIZON WIRELESS		162.41			6020		450000	356		101000
1	9975210177	09/02/24 sept 2024 river sensors		162.41								
121263		3668 VERIZON WIRELESS		14,199.05								
1	9975710367	09/08/24 sept 2024 city adm		132.53			1000		414000	356		101000
2	9975710367	09/08/24 sept 2024 finance		85.02			1000		414100	356		101000
3	9975710367	09/08/24 sept 2024 development		47.54			1000		414102	356		101000
4	9975710367	09/08/24 sept 2024 HR		137.56			1000		414103	356		101000
5	9975710367	09/08/24 sept 2024 IT		459.73			1000		414104	356		101000
6	9975710367	09/08/24 sept 2024 engineering		777.83			1000		414200	356		101000
7	9975710367	09/08/24 sept 2024 commission		217.55			1000		415000	356		101000
8	9975710367	09/08/24 sept 2024 commission		40.01			1000		415000	356		101000
9	9975710367	09/08/24 sept 2024 communications		137.62			1000		416200	356		101000
10	9975710367	09/08/24 sept 2024 planning		222.64			1000		418000	356		101000
11	9975710367	09/08/24 sept 2024 pd cells		4,805.10			1000		421000	356		101000
12	9975710367	09/08/24 sept 2024 pd bait phone		42.54			1000		421000	356		101000
13	9975710367	09/08/24 sept 2024 pd passport		127.53			1000		421000	356		101000
14	9975710367	09/08/24 sept 2024 pd 4sight		85.02			1000		421000	356		101000
15	9975710367	09/08/24 sept 2024 pd mdc		720.20			1000		421000	356		101000
16	9975710367	09/08/24 sept 2024 pd cradlepoint		736.92			1000		421000	356		101000
17	9975710367	09/08/24 sept 2024 pd invest		40.01			1000		421000	356		101000
18	9975710367	09/08/24 sept 2024 pd ICAC		42.54			1000		421000	356		101000
19	9975710367	09/08/24 sept 2024 pd pole cam		80.02			1000		421000	356		101000
20	9975710367	09/08/24 sept 2024 invest trailer		80.02			1000		421000	356		101000
21	9975710367	09/08/24 sept 2024 pw street		407.63			1000		421000	356		101000
22	9975710367	09/08/24 sept 2024 pw row		82.55			1000		430000	356		101000
23	9975710367	09/08/24 sept 2024 pw		663.65			1000		430001	356		101000
24	9975710367	09/08/24 sept 2024 pw b & g		292.69			1000		450000	356		101000
25	9975710367	09/08/24 sept 2024 fire		1,371.68			2060		455000	356		101000
26	9975710367	09/08/24 sept 2024 fire drone		40.01			2060		415200	356		101000
27	9975710367	09/08/24 sept 2024 forestry		95.05			2210		415200	356		101000
28	9975710367	09/08/24 sept 2024 pw sanitation		863.98			6010		428000	356		101000

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29	9975710367	09/08/24 sept 2024 pw water	613.23			6020 450000	356		101000
30	9975710367	09/08/24 sept 2024 pw sewer	478.08			6025 450000	356		101000
31	9975710367	09/08/24 sept 2024 library	212.58			7000 411600	356		101000
32	9975710367	09/08/24 sept 2024 IT	59.99			1000 414104	356		101000
Total for Vendor:			14,361.46						
121071	E	3212 VISA ADMINISTRATION	36.00						
Oct statement for Sep transactions									
1	CC-1541	10/02/24 ND Secretary of State	36.00			1000 202200			101000
				CC Accounting:	1000-	-414000-667			
Notary license renewal for Emily H									
ND SECRETARY OF STATE									
Total for Vendor:			36.00						
121102	E	3569 VISA FIRE DEPT 1	479.00						
1	CC-1543	09/04/24 Testing/Survey	300.00			2060 202200			101000
				CC Accounting:	2060-	-415200-340			
TRUITY PSYCHOMETRICS, LLC									
2	CC-1543	09/20/24 Metro fire Officers Meeting	179.00			2060 202200			101000
				CC Accounting:	2060-	-415200-375			
CRACKED PEPPER									
Total for Vendor:			479.00						
121103	E	3568 VISA FIRE DEPT 2	3,269.24						
1	CC-1544	09/11/24 Svc. Truck tow rope	49.99			2060 202200			101000
				CC Accounting:	2060-	-415200-432			
MACS INC									
2	CC-1544	09/11/24 Svc. Truck Hitch	329.97			2060 202200			101000
				CC Accounting:	2060-	-415200-432			
VISTO'S TRAILER SALES									
3	CC-1544	09/12/24 Notebook	9.93			2060 202200			101000
				CC Accounting:	2060-	-415200-410			
OFFICE DEPOT OFFICEMAX									
4	CC-1544	09/11/24 Manilla Folders	16.99			2060 202200			101000
				CC Accounting:	2060-	-415200-410			
OFFICE DEPOT OFFICEMAX									
5	CC-1544	09/12/24 M Ashland EMT Test	104.00			2060 202200			101000
				CC Accounting:	2060-	-415200-340			
National Registry of Emergency Medical T									
6	CC-1544	09/12/24 2025 Pub. Ed Color Books	337.50			2060 202200			101000
				CC Accounting:	2060-	-415200-375			
ALERT INTERNATIONAL INC									
7	CC-1544	09/12/24 2025 Pub. Ed Helmets	880.00			2060 202200			101000
				CC Accounting:	2060-	-415200-375			
FIRE SMART PROMOTIONS									
8	CC-1544	09/19/24 Radio Repair	175.00			2060 202200			101000
				CC Accounting:	2060-	-415200-497			
sonetics corporation									

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9	CC-1544	09/23/24	E-76 chainsaw repair	103.86			2060 202200			101000
	PARTSTREE						-415200-420			
10	CC-1544	09/25/24	Cr refund for Pierce class	-100.00			2060 202200			101000
	occupational health dynamics						-415200-340			
11	CC-1544	09/30/24	D Sapp registration	1,452.00			2060 202200			101000
	PIERCE MFG						-415200-340			
12	CC-1544	09/03/24	Credit refund	-90.00			2060 202200			101000
	National Registry of Emergency Medical T						-415200-340			
Total for Vendor:				3,269.24						
121104	E	4351	VISA FIRE DEPT 3	2,526.57						
	Sep and Oct statements for Aug & Sep transactions									
1	CC-1542	08/12/24	K Frost Cancel refund/Dallas	-1,394.47			2060 202200			101000
	RESERVATION.COM						-415200-340			
2	CC-1542	08/06/24	J Neeb IAAI Conference	250.00			2060 202200			101000
	IAAI						-415200-340			
3	CC-1542	08/06/24	D Underhill IAAI Conference	250.00			2060 202200			101000
	IAAI						-415200-340			
4	CC-1542	08/18/24	K Frost Cancel Refund/Dallas	-752.96			2060 202200			101000
	DELTA AIR						-415200-340			
5	CC-1542	08/26/24	R Dirk ISFSI Live Instructor	423.59			2060 202200			101000
	HAWTHORNSITES WILLISTON						-415200-340			
6	CC-1542	08/20/24	6 rolls fire line tape	109.70			2060 202200			101000
	FIRE SAFETY USA						-415200-500			
7	CC-1542	08/26/24	K Frost 2025 FOIII	600.00			2060 202200			101000
	Alabama Fire College						-415200-340			
8	CC-1542	09/14/24	2025 Pub Ed Supplies	2,644.71			2060 202200			101000
	NFPA (NATIONAL FIRE PROTECTION ASSOC)						-415200-375			
9	CC-1542	09/27/24	D Underhill IAAI Conference	198.00			2060 202200			101000
	CANAD INN DESTINATION CENTER GRAND FORKS						-415200-340			
10	CC-1542	09/27/24	J Neeb IAAI Conference	218.80			2060 202200			101000
	CANAD INN DESTINATION CENTER GRAND FORKS						-415200-340			
11	CC-1542	09/27/24	Refund of Taxes	-20.80			2060 202200			101000
	CANAD INN DESTINATION CENTER GRAND FORKS						-415200-340			
Total for Vendor:				2,526.57						

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121144	E	4335 VISA HUMAN RESOURCES		5,717.92						
		Oct statement for Sep transactions								
1	CC-1545	09/03/24 Amazon		35.19			1000 202200 -414103-410			101000
		office supplies								
		AMAZON CAPITAL SERVICES								
2	CC-1545	09/12/24 Amazon		579.65			1000 202200 -363400- 0			101000
		Ergo Grant Microdesks								
		AMAZON CAPITAL SERVICES								
3	CC-1545	09/14/24 Amazon		275.94			1000 202200 -363400- 0			101000
		Ergo Grant Items								
		AMAZON CAPITAL SERVICES								
4	CC-1545	09/15/24 Amazon		4,589.41			1000 202200 -363400- 0			101000
		Ergo Grant items								
		AMAZON CAPITAL SERVICES								
5	CC-1545	09/23/24 Webstaurant		20.01			1000 202200 -414103-640			101000
		fridge shelf hook for upstairs breakroom								
		MISC CLAIM VENDOR								
6	CC-1545	09/25/24 Sam's Club		16.10			1000 202200 -414103-410			101000
		3M strips								
		SAM'S CLUB								
7	CC-1545	10/01/24 Uber		50.36			1000 202200 -414103-340			101000
		Uber airport to hotel for conference								
		UBER.COM								
8	CC-1545	10/01/24 Indeed		151.26			1000 202200 -414103-399			101000
		Criminal Analyst Supervisor ad								
		MISC CLAIM VENDOR								
				Total for Vendor:						
121153	E	2439 VISA IT		507.39						
		Oct statement for Sep transactions								
1	CC-1546	09/08/24 Lenova		87.95			1000 202200 -414104-497			101000
		docking station cable replacement								
		LENOVO (UNITED STATES) INC.								
2	CC-1546	09/16/24 Amazon		14.99			1000 202200 -414104-356			101000
		phone case								
		AMAZON CAPITAL SERVICES								

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Claim/ Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
3	CC-1546	09/18/24 Go Daddy web apps domain renewal MISC CLAIM VENDOR		199.98		1000- CC Accounting: 1000-	1000 202200 -414104-497			101000
4	CC-1546	09/25/24 Amazon Ipad mount POE power supply AMAZON CAPITAL SERVICES		135.98		1000- CC Accounting: 1000-	1000 202200 -415000-641			101000
5	CC-1546	09/28/24 Amazon monitor stand AMAZON CAPITAL SERVICES		47.71		1000- CC Accounting: 1000-	1000 202200 -414000-497			101000
6	CC-1546	09/29/24 Amazon Ipad charging adapters AMAZON CAPITAL SERVICES		20.78		1000- CC Accounting: 1000-	1000 202200 -415000-641			101000
				Total for Vendor:	507.39					
121154	E	5092 VISA IT 2 Oct statement for Sep transactions		7,673.82						
1	CC-1547	09/03/24 Family Fare water FAMILY FARE		9.28		1000- CC Accounting: 1000-	1000 202200 -415000-410			101000
2	CC-1547	09/10/24 Graybar Electric ethernet keystones GRAYBAR		66.70		1000- CC Accounting: 1000-	1000 202200 -414104-497			101000
3	CC-1547	09/16/24 Amazon phone case AMAZON CAPITAL SERVICES		27.99		1000- CC Accounting: 1000-	1000 202200 -414104-356			101000
4	CC-1547	09/17/24 Home Depot server room HVAC exhaust pipes HOME DEPOT		139.84		1000- CC Accounting: 1000-	1000 202200 -414104-641			101000
5	CC-1547	09/18/24 Halo Service Software Halo ticketing software HALO SERVICE SOLUTIONS LTD		6,829.33		1000- CC Accounting: 1000-	1000 202200 -414104-497			101000
6	CC-1547	09/18/24 Halo Service Software international transaction fee HALO SERVICE SOLUTIONS LTD		68.29		1000- CC Accounting: 1000-	1000 202200 -414104-497			101000
7	CC-1547	09/23/24 PDQ PDQ software licensing overage PDQ/SMARTDEPLOY		163.09		1000- CC Accounting: 1000-	1000 202200 -414104-497			101000

* ... Over spent expenditure

Claim/ Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
8	CC-1547	09/23/24 UPS shipping fee for warranty work UNITED PARCEL SERVICE		15.34	CC Accounting:	1000-	1000 202200 -414104-410			101000
9	CC-1547	09/25/24 Amazon card holder, scissors AMAZON CAPITAL SERVICES		15.97	CC Accounting:	1000-	1000 202200 -414104-497			101000
10	CC-1547	09/25/24 Amazon headset, speakers & web cam for W. Galindo		212.17	CC Accounting:	1000-	1000 202200 -414100-497			101000
11	CC-1547	09/25/24 Amazon anti-fatigue mats		102.80	CC Accounting:	1000-	1000 202200 -414104-641			101000
12	CC-1547	09/26/24 Amazon phone case AMAZON CAPITAL SERVICES		23.02	CC Accounting:	2060-	2060 202200 -415200-497			101000
Total for Vendor:				7,673.82						
121163	E	3161 VISA LIBRARY #1		504.25						
1	CC-1548	09/15/24 ND HUMANITIES COUNCIL DONATION		50.00	CC Accounting:	7000-	7000 202200 -411600-663			101000
2	CC-1548	09/18/24 MICHAELS PROGRAM SUPPLIES		37.26	CC Accounting:	7000-	7000 202200 -411600-649			101000
3	CC-1548	09/20/24 ALA MEMBERSHIP RENEWAL		327.00	CC Accounting:	7000-	7000 202200 -411600-667			101000
4	CC-1548	09/20/24 NDLA MEMBERSHIP RENEWAL		60.00	CC Accounting:	7000-	7000 202200 -411600-667			101000
5	CC-1548	09/26/24 ADOBE CREATIVE CLOUD		29.99	CC Accounting:	7000-	7000 202200 -411600-497			101000
Total for Vendor:				504.25						
121167	E	3162 VISA LIBRARY #2		678.96						
1	CC-1549	09/16/24 PURE WATER WATER MACHINES		100.00	CC Accounting:	7000-	7000 202200 -411600-410			101000
2	CC-1549	09/20/24 BETTER WORLD BOOKS BOOK		38.01	CC Accounting:	7000-	7000 202200 -411600-648			101000
3	CC-1549	09/20/24 THE EXECUTIVES CLUB MEMBERSHIP		103.00	CC Accounting:	7000-	7000 202200 -411600-667			101000

* ... Over spent expenditure

Claim/ Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
4	CC-1549	09/24/24 LIBRARY WORKS WEBINAR		49.00			7000 202200 -411600-340			101000
5	CC-1549	09/30/24 DISCOUNT SCHOOL SUPPLY PROGRAM SUPPLIES		322.95			7000 202200 -411600-649			101000
6	CC-1549	09/30/24 MOBILE BEACON NEW HOTSPOT		66.00			7000 202200 -411600-497			101000
Total for Vendor:				678.96						
121170	E	4576 VISA LIBRARY #3		1,857.71						
1	CC-1550	09/10/24 AMAZON AUDIO VIDEO		14.99			7000 202200 -411600-664			101000
2	CC-1550	09/15/24 AMAZON PROGRAM SUPPLIES		227.92			7000 202200 -411600-649			101000
3	CC-1550	09/15/24 AMAZON STORAGE CONTAINER		17.89			7000 202200 -411600-410			101000
4	CC-1550	09/16/24 AMAZON AUDIO VIDEO		31.79			7000 202200 -411600-664			101000
5	CC-1550	09/22/24 AMAZON TV FOR MR1		997.99			7000 202200 -411600-497			101000
6	CC-1550	09/22/24 AMAZON BOOKS		41.68			7000 202200 -411600-662			101000
7	CC-1550	09/22/24 AMAZON PAPER TOWELS;MARKERS;CLOCK;KNIVES		119.56			7000 202200 -411600-410			101000
8	CC-1550	09/22/24 AMAZON WALL MOUNT		103.39			7000 202200 -411600-497			101000
9	CC-1550	09/29/24 AMAZON PROGRAM SUPPLIES		293.60			7000 202200 -411600-649			101000
10	CC-1550	09/29/24 AMAZON PENS		8.90			7000 202200 -411600-410			101000
Total for Vendor:				1,857.71						
121321	E	2423 VISA PUBLIC WORKS #1		6,502.47						
1	CC-1552	09/05/24 B GRONAAAS - TRAQ TEST ISA (PURCHASE) 678-367-0981		150.00			2210 202200 -428000-340			101000
2	CC-1552	09/10/24 B GRONAAAS - TRAINING MISC CLAIM VENDOR		10.00			2210 202200 -428000-340			101000
3	CC-1552	09/11/24 SHOP SOFTWARE MITCHELL1		2,220.00			1000 202200 -455000-751			101000

* ... Over spent expenditure

Claim/ Line #	Check	Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
4	CC-1552	09/11/24	SAFETY MEETING	60.13			6020 202200			101000
	WALMART						-450000-490			
5	CC-1552	09/12/24	WALLPACK	450.00			6020 202200			101000
	MISC CLAIM VENDOR						-450000-420			
6	CC-1552	09/19/24	D BIRNBAUM SAFETY VEST	19.19			1000 202200			101000
	FULL SOURCE LLC						-430000-639			
7	CC-1552	09/19/24	L/S SHIRTS - ST	73.95			1000 202200			101000
	FULL SOURCE LLC						-430000-422			
8	CC-1552	09/19/24	LS SHIRTS - RW	73.95			1000 202200			101000
	FULL SOURCE LLC						-430001-422			
9	CC-1552	09/19/24	L/S SHIRTS - WA	73.95			6020 202200			101000
	FULL SOURCE LLC						-450000-422			
10	CC-1552	09/19/24	L/S SHIRTS - SW	73.95			6025 202200			101000
	FULL SOURCE LLC						-450000-422			
11	CC-1552	09/19/24	L/S SHIRTS - SA	73.95			6010 202200			101000
	FULL SOURCE LLC						-450200-422			
12	CC-1552	09/19/24	SAFETY VESTS - ST	27.60			1000 202200			101000
	FULL SOURCE LLC						-430000-639			
13	CC-1552	09/19/24	SAFETY VESTS - RW	27.60			1000 202200			101000
	FULL SOURCE LLC						-430001-639			
14	CC-1552	09/19/24	SAFETY VESTS - WA	27.60			6020 202200			101000
	FULL SOURCE LLC						-450000-639			
15	CC-1552	09/19/24	SAFETY VESTS - SW	27.60			6025 202200			101000
	FULL SOURCE LLC						-450000-639			
16	CC-1552	09/19/24	SAFETY VESTS - SA	27.60			6010 202200			101000
	FULL SOURCE LLC						-450200-639			
17	CC-1552	09/17/24	2024 SOLID WASTE CONFERENCE	582.75			6010 202200			101000
	SWANA						-450200-340			
18	CC-1552	09/26/24	M DIMMER - SWEATSHIRT	52.90			6010 202200			101000
	MISC CLAIM VENDOR						-450200-422			
19	CC-1552	09/18/02	SA - SAFETY MEETING	73.62			6010 202200			101000
	SAM'S CLUB						-450200-490			
20	CC-1552	09/24/24	TOOLS	49.97			6025 202200			101000
	HARBOR FREIGHT TOOLS						-450000-432			
21	CC-1552	09/25/24	SA - GLOVES	1,171.33			6010 202200			101000
	INDUSTRIAL SAFETY, LLC						-450200-639			
22	CC-1552	09/25/24	SA - SWEATSHIRTS	571.04			6010 202200			101000
	FULL SOURCE LLC						-450200-422			

* ... Over spent expenditure

Claim/ Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
23	CC-1552	09/20/24 SA - SWEATSHIRTS		95.85			6010 202200			101000
	MISC CLAIM VENDOR						-450200-422			
24	CC-1552	09/27/24 TOOLS		43.98			6025 202200			101000
	HARBOR FREIGHT TOOLS						-450000-432			
25	CC-1552	09/27/24 FLY LIGHT		240.12			1000 202200			101000
	MISC CLAIM VENDOR						-455000-433			
26	CC-1552	10/01/24 J REULE RETIREMENT		203.84			1000 202200			101000
	SAM'S CLUB						-430000-490			
		Total for Vendor:		6,502.47						
121325	E	4256 VISA PUBLIC WORKS #2		4,723.56						101000
1	CC-1553	09/06/24 BANNER SAVERS		3,329.27			1000 202200			101000
	MISC CLAIM VENDOR						-416200-602			
2	CC-1553	09/12/24 D STOTZ - TRAVEL		40.00			1000 202200			101000
	UNITED AIRLINES						-455000-340			
3	CC-1553	09/13/24 D STOTZ - TRAVEL		1,090.80			1000 202200			101000
	MISC CLAIM VENDOR						-455000-340			
4	CC-1553	09/22/24 SAFETY MEETING		32.02			1000 202200			101000
	SAM'S CLUB						-430000-490			
5	CC-1553	09/23/24 B WOODWARD PANTS		146.47			1000 202200			101000
	FLEET FARM						-430001-422			
6	CC-1553	09/26/24 J MARTINEZ TRAINING		85.00			1000 202200			101000
	TPC TRAINING						-455000-340			
		Total for Vendor:		4,723.56						
121223		576 WALMART COMMUNITY CARD		16.66						101000
1	10/09/24	sympathy cards		16.66			1000 421000	375		101000
		Total for Vendor:		16.66						
121197		648 WEST FARGO AUTO BODY/GLASS		3,742.19						101000
1	10577	10/08/24 7101 BODY REPAIR		2,496.19			6025 450000	322		101000
2	10581	10/10/24 5703 BODY REPAIR		1,246.00			1000 430002	322		101000
		Total for Vendor:		3,742.19						

* ... Over spent expenditure

Claim/ Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
121107	114449S	4773 WEST FARGO EVENTS	38,503.67								
1	0001217-IN	10/03/24 Programming fee: Essentia	17,563.69			2310		452120	810		101000
2	0001217-IN	10/03/24 Programming fee: POW/MIA	4,932.98			2310		452120	810		101000
3	0001217-IN	10/03/24 Mgmt fee: Parking Ramp	11,840.33			2320		452110	810		101000
4	0001217-IN	10/03/24 Mgmt fee: City Events	4,166.67			2960		411900	810		101000
		Total for Vendor:	38,503.67								
121286		2625 WEST FARGO POLICE PUBLIC SAFETY	800.00								
1	071	10/14/24 NDLEYA cadet annual fees	800.00			1000		421000	375		101000
		Total for Vendor:	800.00								
121136		2184 WEST SIDE STEEL	27.86								
1	10505	10/07/24 REC TUBE	27.86			6010		450200	914		101000
		Total for Vendor:	27.86								
121086	114452S	4129 WESTERN NATIONAL MUTUAL INS CO	50.00								
1	76230	09/17/24 Notary Bond Renewal - Emily	50.00			1000		415000	667		101000
121294		4129 WESTERN NATIONAL MUTUAL INS CO	100.00								
1	76466	10/14/24 Notary Bond - Jodi R	50.00			1000		414100	667		101000
2	76467	10/14/24 Notary Bond - Lisa B	50.00			1000		414100	667		101000
		Total for Vendor:	150.00								
121259	114458S	3549 WEX	3,004.54								
1	10/18/24	Med FSA - 10/18/24 payroll	116.67			1000		212530			101000
2	10/18/24	Dep FSA - 10/18/24 payroll	2,887.87			1000		212523			101000
		Total for Vendor:	3,004.54								
121093	-98955E	4676 WEX ELECTRONIC BIWEEKLY	34,712.49								
10.04.24		payroll									
1	10/04/24	HSA Contributions - ER	11,237.94			1000		212530			101000
2	10/04/24	HSA Contributions - EE	23,474.55			1000		212530			101000

10/21/24
13:41:30

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 10/04/24 to 10/21/24

Page: 47 of 48
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
121124	-98954E	4676 WEX ELECTRONIC BIWEEKLY		209.13						
10.04.24	payroll - additional									
1	10/04/24	HSA Contributions - ER		78.13			1000	212530		101000
2	10/04/24	HSA Contributions - EE		131.00			1000	212530		101000
121331	-98952E	4676 WEX ELECTRONIC BIWEEKLY		34,936.62						
10.18.24	payroll									
1	10/18/24	HSA Contributions - ER		11,236.07			1000	212530		101000
2	10/18/24	HSA Contributions - EE		23,700.55			1000	212530		101000
		Total for Vendor:		69,858.24						
121214		807 WEX HEALTH, INC		863.25			1000	414103	307	101000
1	0002024769	09/30/24 COBRA/FSA/HSA - Sept		863.25						
121303		807 WEX HEALTH, INC		861.25			1000	414103	307	101000
1	0002007252	08/31/24 COBRA/FSA/HSA - Aug		861.25						
		Total for Vendor:		1,724.50						
121235		569 WF ANIMAL HOSPITAL		5,697.65			1000	421000	396	101000
1	288345	09/30/24 sept 2024 pound		5,473.00			1000	421000	915	101000
2	287647	09/30/24 medical - jazz		224.65						
		Total for Vendor:		5,697.65						
121277		565 WF FIRE FIGHTERS RELIEF		194,655.33			2060	415200	797	101000
1	2024	10/14/24 1/2 payment from Ins. Comm.		194,655.33						
		Total for Vendor:		194,655.33						
121345		3827 WF Firefighters Association		1,060.00			1000	212552		101000
1	10/18/24	Fire Union Dues Oct 2024		1,060.00						
		Total for Vendor:		1,060.00						
121320		4003 WM CORPORATE SERVICES INC		94,783.75			6010	450200	916	101000
1	05106	10/01/24 MASTER ACCT		86,070.15			6010	450200	916	101000
2	05108	10/01/24 SANITATION DROPSITE		1,244.80			6010	450200	916	101000
3	05100	10/01/24 WATER TOWER DROPSITE		7,468.80						
		Total for Vendor:		94,783.75						

* ... Over spent expenditure

Claim/ Line #	Check	Invoice	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
121069	114455S	338	XCEL ENERGY	11,009.92								
1	896416810	09/30/24	2515 6TH ST E (CH)	10,824.36			1000		415000	527		101000
2	896868374	10/02/24	735 7TH AVE NW	90.20			1000		430002	527		101000
3	896615396	10/01/24	3050 SHEYENNE - THE LIGHTS	49.11			2310		452120	527		101000
4	896651737	10/01/24	3150 SHEYENNE - THE LIGHTS	46.25			2310		452120	527		101000
121193		338	XCEL ENERGY	91.54								
1	897630797	10/08/24	SM67	91.54			6025		450000	527		101000
121217		338	XCEL ENERGY	7,237.29								
1	896961579	10/03/24	2515 6TH ST E	7,237.29			1000		415000	527		101000
121218		338	XCEL ENERGY	12,438.99								
1	896755347	10/03/24	LIFT STATIONS	8,953.73			6025		450000	527		101000
2	896955347	10/03/24	810 12TH AVE NW	3,190.56			6020		450000	527		101000
3	896955347	10/03/24	SHEYENNE PLAZA TV	294.70			2310		452120	527		101000
121281		338	XCEL ENERGY	4,010.11								
1	66850313	10/31/24	FD September Utility Usage	4,010.11			2060		415200	527		101000
121299		338	XCEL ENERGY	617.20								
1	896962503	10/03/24	2515 6TH ST E	617.20			1000		415000	527		101000
			Total for Vendor:	35,405.05								
121309		582	ZEP MANUFACTURING	533.05								
1	9010368551	10/11/24	REPAIR KIT	139.37			1000		455000	432		101000
2	9010328283	10/02/24	CLEANING SUPPLIES	393.68			6020		450000	500		101000
			Total for Vendor:	533.05								
			# of Claims	279								
			Total Electronic Claims	6379,884.95								
			Total Non-Electronic Claims	2196047.08								
			# of Vendors	187								
			Total:	8575,932.03								
			Total:	6379,884.95								
			Total:	2196047.08								

** This report runs by Claim Posted Date, which is a system generated field that always shows the date on which the Claim was actually posted in the system. If a Claim was cancelled and re-posted, the posted date will show as of the date it was re-posted. **



GAMING SITE AUTHORIZATION
ND OFFICE OF ATTORNEY GENERAL
SFN 17996 (4-2023)

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

Full, Legal Name of Gaming Organization

Prairie Public Broadcasting, Inc

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

Name of Location

Doubletree by Hilton

Street 825 E Beaton Drive	City West Fargo	ZIP Code 58078	County Cass
-------------------------------------	---------------------------	--------------------------	-----------------------

Beginning Date(s) Authorized 11/27/24	Ending Date(s) Authorized 12/2/24	Number of Twenty-One tables, if zero, enter "0" 1
---	---	---

Specific location where games of chance will be conducted and played at the site (**required**)

entire facility, excluding res rooms and guest rooms

If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of the event(s) if known

Poker 11/29/24 - 12/1/24

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.

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

☐ Bingo	☐ Club Special	☐ Sports Pools
☐ ELECTRONIC Quick Shot Bingo	☐ Tip Board	☒ Twenty-One
☒ Raffles	☒ Seal Board	☒ Poker
☐ ELECTRONIC 50/50 Raffle	☐ Punchboard	☐ Calcuttas
☒ Pull Tab Jar	☒ Prize Board	☐ Paddlewheel with Tickets
☐ Pull Tab Dispensing Device	☐ Prize Board Dispensing Device	☐ Paddlewheel Table
☐ ELECTRONIC Pull Tab Device		

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General	Date
Signature of City/County Official	Date

PRINT Name and official position of person signing on behalf of city/county above

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



RENTAL AGREEMENT
OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9413 (7-2023)

License Number (Office Use Only)

Site Owner (Lessor) Fargo Hospitality Group LLC		Site Name DoubleTree by Hilton		Site Phone Number 701-551-0120	
Site Address 825 E Beaton Drive		City West Fargo	State ND	Zip Code 58078	County Cass
Organization Prairie Public Broadcasting, Inc		Rental Period 11/27/24 to 12/2/24			Monthly Rent Amount
1. Is Bingo going to be conducted at the site?				☒ No ☐ Yes	
1a. If "Yes" to number 1 above, is Bingo the primary game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.				☐ No ☐ Yes	\$
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 <u>1</u> X Rent per Table \$ <u>0</u>				☐ No ☒ Yes	\$
Number of Tables with wagers over \$5 _____ X Rent per Table \$ _____					\$
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____				☒ No ☐ Yes	\$
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site? Please Check: ☒ Jar Bar ☐ Standard Dispensing Device				☐ No ☒ Yes	\$
5. Are Electronic Pull-Tabs conducted at this site? If "Yes" please indicate the number of devices _____				☒ No ☐ Yes	\$
Total Monthly Rent					\$ <u>0</u>
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. ☐					

TERMS OF RENTAL AGREEMENT:

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

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

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

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

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming credit ticket vouchers from an electronic pull-tab device, or pull tabs or prize boards involving a dispensing device, the lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.

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

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

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

A LESSOR who is an officer or board member of an organization may not participate in the organization's decision-making that is a conflict of interest.

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

Signature of Lessor 	Title Sales + Catering Manager	Date 09/03/2024
Signature of Lessee 	Title President & CEO	Date 10/1/24

North Dakota Century Code § 53-06.1-11 (Gross Proceeds - Allowable Expenses - Rent Limits)

4. For a site where bingo is conducted:
 - a. If bingo is the primary game, the monthly rent must be reasonable
 - b. If bingo is not the primary game, but is conducted with twenty-one, paddlewheels, or pull tabs, no additional rent is allowed.
5. For a site where bingo is not the primary game.
 - a. If twenty-one or paddlewheels is conducted, the monthly rent may not exceed two hundred dollars multiplied by the necessary number of tables based on criteria prescribed by gaming rule. For each twenty-one table with a wager greater than five dollars, an additional amount up to one hundred dollars may be added to the monthly rent. If pull tabs is also conducted involving only a jar bar, the monthly rent for pull tabs may not exceed an additional one hundred seventy-five dollars. If pull tabs is conducted involving only a dispensing device or a jar bar and dispensing device, the monthly rent for pull tabs may not exceed an additional three hundred twenty-five dollars.
 - b. If twenty-one and paddlewheels are not conducted but pull tabs is conducted involving either a jar bar or dispensing device, the monthly rent may not exceed four hundred dollars.
 - c. If pull tabs is conducted using one or more electronic pull tab devices, the monthly rent may not exceed one hundred seventy-five dollars per machine for the first five machines in the same venue. For each additional machine in the same venue beyond five, the monthly rent may not exceed seventy-five dollars per machine up to a maximum of one thousand two hundred fifty dollars per month for all electronic pull tab devices in a single venue.

North Dakota Administrative Code § 99-01.3-02-06 (Rental Agreement)

3. Rent must be a fixed dollar amount per month
 - a. A participatory or graduated rate arrangement based on gross proceeds or adjusted gross proceeds is prohibited.
 - b. If bingo is the primary game or if a site is leased by an organization that has the alcoholic beverage license for that site, the monthly rent must be reasonable. Factors include time usage, floor space, local prevailing rates, and available sites and services. An organization may pay seasonal expenses, such as snow removal, air-conditioning, and heating, to a vendor.
 - c. If bingo is not the primary game, the maximum monthly rent must be according to subsection 5 of North Dakota Century Code section 53-06.1-11.

Special considerations are:

 - (1) If two or more organizations conduct twenty-one or paddlewheels, or both, involving a table and pull tabs for less than a month at a temporary site which is a public or private premise, or if two or more organizations are issued site authorizations to conduct games at a site on different days of the week, the maximum monthly rent, in the aggregate, may not exceed the limit set by subsection 5 of North Dakota Century Code section 53-06.1-11; and
 - (2) If a raffle, calcutta, sports pool, or poker is conducted with twenty-one, paddlewheels or pull tabs, no additional rent is allowed.
 - d. Except for applying subsection 3 or 4 of section 99-01.3-03-04, and additional rent paid to a lessor for simulcast racing, an organization or employee may not pay any additional rent or expense, from any source, or for any other purpose, including office or storage space, snow removal, maintenance or cleaning fees, equipment, furnishings, entertainment, or utilities. Except for a leased site at which bingo is the primary game conducted, an organization may not pay for any capital or leasehold improvements or remodeling.
- *4. If there is a change in the monthly rent or any other material change to a rental agreement, the agreement must be amended and a copy received by the attorney general before its effective date.

North Dakota Administrative Code § 99-01.3-08-01 (Restrictions and Requirments)

4. An organization may pay monthly rent for more than one table provided that each additional table is used at least thirteen times a quarter. This level of activity is based on a site's historical experience, or seasonal activity, for each of the previous four quarters, regardless of which organization conducted twenty-one at the site. For a new site or a site that has been completely remodeled in appearance and function, the level of activity must be reviewed and reestablished after the first full quarter. If an additional table is used at least thirteen times in at least one but not all of the previous four quarters, the allowable monthly rent for that table must be prorated over all the active months of the licensing year. For example, if a second table was used at least thirteen times in only two of the previous four quarters, the additional monthly rent for the second table would be a maximum of two hundred dollars per month (or three hundred dollars per month if a wager greater than five dollars is accepted on the table) multiplied by six months (totaling one thousand two hundred dollars) and prorated to one hundred dollars per month for the licensing year. The organization shall document each table's usage, which includes the date, table number, and drop box cash amount for each table and how the prorated rental amounts were determined. This documentation must be retained with the organization's twenty-one records for three years.

GAME TYPES

Name of Organization: Prairie Public Broadcasting
Site: Doubletree by Hilton

Game Type - Check only those Games that are listed in your Internal Control Manual

- | | | |
|-----|-------------------------------|-------------|
| 1. | Bingo | _____ |
| 2. | Electronic Quick Shot Bingo | _____ |
| 3. | Raffles | _____✓_____ |
| 4. | Electronic 50/50 Raffle | _____ |
| 5. | Pull Tab Jar | _____✓_____ |
| 6. | Pull Tab Dispensing Device | _____ |
| 7. | Electronic Pull Tab Device | _____ |
| 8. | Club Special | _____ |
| 9. | Tip Board | _____ |
| 10. | Seal Board | _____✓_____ |
| 11. | Punch Board | _____ |
| 12. | Prize Board | _____✓_____ |
| 13. | Prize Board Dispensing Device | _____ |
| 14. | Sports Pool | _____ |
| 15. | Twenty-One | _____✓_____ |
| 16. | Poker | _____✓_____ |
| 17. | Calcutta | _____ |
| 18. | Paddlewheel with Tickets | _____ |
| 19. | Paddlewheel Table | _____ |

Affidavit by Responsible Party

By signing below, I hereby acknowledge under penalty of perjury that all information contained in this application is complete, true and accurate.

Gail Widmer
Signature

10-10-24
Date



GAMING SITE AUTHORIZATION
ND OFFICE OF ATTORNEY GENERAL
SFN 17996 (4-2023)

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

Full, Legal Name of Gaming Organization

METRO SPORTS FOUNDATION

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

Name of Location

LOUIE'S

Street 635 32ND AVE E #108	City WEST FARGO	ZIP Code 58078	County CASS
Beginning Date(s) Authorized 11/1/2024	Ending Date(s) Authorized 6/30/2025		Number of Twenty-One tables, if zero, enter "0" 1

Specific location where games of chance will be conducted and played at the site (required)

MACHINES AND BJ TABLES ARE LOCATED AND PLAYED IN BAR AREA, EXCEPT RESTROOMS

If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization must provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.

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

☒ Bingo	☐ Club Special	☐ Sports Pools
☐ ELECTRONIC Quick Shot Bingo	☐ Tip Board	☒ Twenty-One
☐ Raffles	☐ Seal Board	☐ Poker
☐ ELECTRONIC 50/50 Raffle	☐ Punchboard	☐ Calcuttas
☒ Pull Tab Jar	☐ Prize Board	☒ Paddlewheel with Tickets
☐ Pull Tab Dispensing Device	☐ Prize Board Dispensing Device	☒ Paddlewheel Table
☒ ELECTRONIC Pull Tab Device		

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General	Date
Signature of City/County Official	Date

PRINT Name and official position of person signing on behalf of city/county above

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



RENTAL AGREEMENT
OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9413 (7-2023)

License Number (Office Use Only)

Site Owner (Lessor) Bob Kierzer		Site Name LOUIE'S ND LLC		Site Phone Number	
Site Address 635 32ND AVE E #108		City WEST FARGO	State ND	Zip Code 58078	County CASS
Organization METRO SPORTS FOUNDATION		Rental Period 11/1/2024 to 6/30/2025			Monthly Rent Amount
1. Is Bingo going to be conducted at the site?				☐ No ☒ Yes	
1a. If "Yes" to number 1 above, is Bingo the primary game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.				☒ No ☐ Yes	\$
2. Is Twenty-One conducted at this site?				☐ No ☒ Yes	\$
Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____					
Number of Tables with wagers over \$5 1 X Rent per Table \$ 300					\$ 300
3. Is Paddlewheels conducted at this site?				☐ No ☒ Yes	\$
Number of Tables 1 X Rent per Table \$ 200					\$ 200
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site?				☐ No ☒ Yes	\$
Please Check: ☒ Jar Bar ☐ Standard Dispensing Device					\$ 175
5. Are Electronic Pull-Tabs conducted at this site?				☐ No ☒ Yes	\$
If "Yes" please indicate the number of devices 8					\$ 1100
Total Monthly Rent					\$ 1775.00
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. ☐					

TERMS OF RENTAL AGREEMENT:

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

Signature of Lessor 	Title President	Date 10-2-24
Signature of Lessee 	Title PRESIDENT	Date 10.2.24



Year To Date As of September 30, 2024

Prepared: 10/07/2024

Approved: 10/10/2024

Completed By: Sheila Olson

Approved By: Willy Galindo

Budgeted Funds		Revenue/Transfers			Expenditure/Transfers			Net			Cash
Fund	Description	Actual	Annual Budget	Variance	Actual	Annual Budget	Variance	Actual	Annual Budget	Variance	
1000	General Fund	\$ 19,309,514	\$ 30,330,276	\$ (11,020,762)	\$ 21,112,447	\$ 30,822,389	\$ 9,709,942	\$ (1,802,934)	\$ (492,113)	\$ (1,310,821)	\$ 16,717,758
2030	Share of Specials	202,591	209,570	(6,979)	203,171	209,570	6,399	(579)	-	(579)	49,923
2060	Fire Dept	4,289,529	6,820,019	(2,530,490)	4,857,897	7,722,890	2,864,993	(568,368)	(902,871)	334,503	(2,479,148)
7000	Library (1)	2,156,817	2,399,111	(242,294)	1,575,581	2,354,762	779,181	581,236	44,349	536,887	1,322,540
7050	Airport	267,366	227,314	40,052	197,369	185,945	(11,424)	69,996	41,369	28,627	935,285
Total Government		\$ 26,225,816	\$ 39,986,290	\$ (13,760,474)	\$ 27,946,465	\$ 41,295,556	\$ 13,349,091	\$ (1,720,649)	\$ (1,309,266)	\$ (411,383)	\$ 16,546,358
2970	Capital Improvements	8,318,140	11,571,138	(3,252,998)	645,290	12,050,659	11,405,369	7,672,849	(479,521)	8,152,370	36,762,321
2975	Public Safety Sales Tax	2,682,127	3,836,250	(1,154,123)	414,230	2,882,266	2,468,036	2,267,897	953,984	1,313,913	3,534,231
2971	Prairie Dog Funds	-	-	-	-	-	-	-	-	-	880,357
2960	Economic Development	3,086,531	3,858,750	(772,219)	2,238,807	3,858,750	1,619,943	847,723	-	847,723	14,351,846
2130	Municipal Highway	-	1,845,504	(1,845,504)	-	1,845,504	1,845,504	-	-	-	(1,704,907)
2110	Gaming	27,402	12,000	15,402	-	12,000	12,000	27,402	-	27,402	151,980
2XXX	Event Funds	-	-	-	-	-	-	-	-	-	16,668
2200	Vector Control	179,044	110,000	69,044	89,105	65,000	(24,105)	89,939	45,000	44,939	516,110
2210	Forestry	370,804	428,940	(58,136)	284,607	325,551	40,944	86,197	103,389	(17,192)	175,656
2230	City Utility	48,823	130,000	(81,177)	241,805	130,000	(111,805)	(192,982)	-	(192,982)	14,396
25XX	Police Special Funds	16,288	5,500	10,788	58,208	17,920	(40,288)	(41,920)	(12,420)	(29,500)	320,724
2950	Assets Forfeitures	20,849	30,000	(9,151)	50,973	30,000	(20,973)	(30,125)	-	(30,125)	124,760
2980	South Facility Hookup	-	50,000	(50,000)	-	-	-	-	50,000	(50,000)	3,458,678
Total Special Funds		\$ 14,750,007	\$ 21,878,082	\$ (7,128,075)	\$ 4,023,027	\$ 21,217,650	\$ 17,194,623	\$ 10,726,980	\$ 660,432	\$ 10,066,548	\$ 58,602,821
3000	Total Debt Service	\$ 24,884,566	\$ 23,774,632	\$ 1,109,934	\$ 20,435,171	\$ 25,472,841	\$ 5,037,670	\$ 4,449,395	\$ (1,698,209)	\$ 6,147,604	\$ 58,107,824
6010	Sanitation	\$ 4,669,800	\$ 5,259,407	\$ (589,607)	\$ 5,109,787	\$ 6,658,227	\$ 1,548,440	\$ (439,987)	\$ (1,398,820)	\$ 958,833	\$ 1,745,782
6020	Water	7,505,399	9,264,036	(1,758,637)	5,827,597	7,882,359	2,054,762	1,677,802	1,381,677	296,125	11,313,701
6025	Sewer	3,904,653	5,684,011	(1,779,358)	4,585,203	6,381,454	1,796,251	(680,550)	(697,443)	16,893	96,324
Total Enterprise		16,079,852	20,207,454	(4,127,602)	15,522,587	20,922,040	5,399,453	557,265	(714,586)	1,271,851	\$ 13,155,808
5000	Tree Fund	\$ 32,177	\$ 50,000	\$ (17,823)	\$ 26,738	\$ 50,000	\$ 23,263	\$ 5,440	\$ -	\$ 5,440	574,106
2050	Park Funds/State Aid	826,432	1,014,163	(187,731)	922,073	1,014,163	92,090	(95,641)	-	(95,641)	-
8600	Park District Special Assessment	\$ 741,115	\$ 692,147	48,968	852,452	692,147	(160,305)	(111,337)	-	(111,337)	(111,337)
2141	FM CVB	341,911	383,297	(41,386)	341,060	383,297	42,237	851	-	851	46,711
Total Agency		\$ 1,941,635	\$ 2,139,607	\$ (197,972)	\$ 2,142,322	\$ 2,139,607	\$ (2,715)	\$ (200,687)	\$ -	\$ (200,687)	\$ 509,481
Total All Budgeted Funds		\$ 83,881,877	\$ 107,986,065	\$ (24,104,188)	\$ 70,069,572	\$ 111,047,694	\$ 40,978,122	\$ 13,812,304	\$ (3,061,629)	\$ 16,873,933	\$ 146,922,291



Year To Date As of September 30, 2024

Prepared: 10/07/2024

Approved: 10/10/2024

Completed By: Sheila Olson

Approved By: Willy Galindo

Non-Budgeted Funds

	Revenue/Transfers			Expenditure/Transfers			Net			Cash Balances
	Actual	Annual Budget	Variance	Actual	Annual Budget	Variance	Actual	Annual Budget	Variance	
4000 Construction (2)	\$ 1,068,216	\$ -	\$ 1,068,216	\$ 12,223,307	\$ -	\$ (12,223,307)	\$ (11,155,092)	\$ -	\$ (11,155,092)	\$ (39,208,409)
2170 Clerk of Court Bond Fund	-	-	-	-	-	-	-	-	-	40,976
2XXX Misc. Special Funds	324,859	-	324,859	390,823	1,919,374	1,528,551	(65,963)	(1,919,374)	1,853,411	2,414,993
7XXX Agency Funds	-	-	-	-	-	-	-	-	-	218,391
Total Non-Budgeted Funds	\$ 1,393,075	\$ -	\$ 1,393,075	\$ 12,614,130	\$ 1,919,374	\$ (10,694,756)	\$ (11,221,055)	\$ (1,919,374)	\$ (9,301,681)	\$ (36,534,049)
All Funds Combined	\$ 85,274,952	\$ 107,986,065	\$ (22,711,113)	\$ 82,683,702	\$ 112,967,068	\$ 30,283,366	\$ 2,591,249	\$ (4,981,003)	\$ 7,572,252	\$ 110,388,242

Notes to the Financials

1	The Library fund has a high cash balance due to most of the Library tax funds are received in the first 6 months. This balance will reduce down to the beginning balance of approximately \$750,000
2	Capital funds will be partially replaced by the 2024A bond issue. (\$15M)

September 20, 2024

Dustin Scott, City Administrator
City of West Fargo
800 4th Ave. E.
West Fargo, ND 58078

Re: Wholesale Water Rate Adjustment for 2025 and 2026

Dear Dustin,

On behalf of the City of Fargo, I would like to thank you and the West Fargo team for meeting with us on April 11, 2024, to discuss proposed adjustments to West Fargo's wholesale water rate.

Background:

The Water Service Agreement (Agreement) between West Fargo and Fargo, dated July 6, 2015, includes a Section 6 relating to the establishment of an appropriate wholesale water rate.

It is important to recall that in 2023, the initial wholesale rate of \$3.25 per thousand gallons was adjusted to a new wholesale rate of \$3.65 per thousand gallons. That justification for the wholesale rate change was contained in a formal letter notification dated January 11, 2023, titled "Wholesale Water Rate Adjustment for 2023".

Rate Adjustment for 2023 and 2024

Section 6 of the Agreement required that the initial wholesale water rate be fixed for four years from the initial purchase of water. After the initial four year period, the parties would agree to negotiate in good faith to establish an appropriate wholesale water rate. The date of initial purchase of water was June 1, 2016. Although seven years had passed since the initial purchase of water, the initial \$3.25 wholesale water rate had not been adjusted until 2023.

For purposes of consistency, the same methodology utilized to calculate the initial wholesale water rate in 2015 was used to determine an appropriate wholesale water rate for 2023.

2023 Wholesale Water Rate Calculation (based on 2021 year-end budget actuals)

Total Cost per 1,000 gallons	\$5.79
Less 3050 Water Operating	(\$0.99)
Less 3052 Mains & Hydrants	(\$0.34)
Less 3053 Water Meters	(\$0.13)
Less 3054 General Fund Transfer	(\$0.68)
2023 Wholesale Water Rate	\$3.65 per 1,000 gallons

The new wholesale water rate of \$3.65 per 1,000 gallons was fixed for 2023 and 2024.

Proposed Rate Adjustment for 2025 and 2026

- **Red River Valley Water Supply Project – Local Cost Share**

The Red River Valley Water Supply Project (RRVWSP) is a project to deliver Missouri River water to the Red River Valley and central North Dakota. The project is necessary due to the susceptibility of existing water supplies under drought conditions. Thus, the project is critical for our region to establish climate resiliency during periods of drought. The project is being funded through a State and Local partnership with the GDCD representing the State of North Dakota and LAWA representing the local water users.

Section 15 of the Agreement between West Fargo and Fargo states that Fargo will nominate for a sufficient amount of water to meet the needs of Fargo and West Fargo. The Agreement further states that the local cost-share associated with the water nomination will be calculated into the water rates as a component of the wholesale rate.

The RRVWSP has begun construction under the Series A – D Interim Financing Agreements as summarized below:

- **Series A** was associated with the 2017-2019 State biennial work plan and subject to a 10% local cost-share (\$1,115,327).
- **Series B** was associated with the 2019-2021 State biennial work plan and subject to a 25% local cost-share (\$1,447,781).
- **Series C** was associated with the 2021-2023 State biennial and subject to a 25% local cost-share. GDCD is financing the local cost-share for the Series C work plan through an infrastructure revolving loan with the Bank of North Dakota. Fargo's share of the local cost-share match will be in the form of equal annual debt service payments of \$475,244/yr. in 2023.
- **Series D** is associated with the 2023-2025 State biennial work plan and subject to a 25% local cost-share. GDCD is financing the local cost-share for the Series D work plan through an infrastructure revolving loan with the Bank of North Dakota. Fargo's share of the local cost-share match will be in the form of shaped annual debt service payments starting at \$1,877,196/yr. in 2024. A copy of the annual RRVWSP debt service obligations for the Fargo water system is attached as Attachment 1.

- **Present Value Adjustment – 2-year Trailing Solution**

The previous calculation methodology involves the use of year end budget actual figures which results in a 2-year trailing calculation. For example, to calculate a wholesale rate for 2025, it has to be negotiated in 2024, which requires the use of 2023 year end budget actual expenses. As a result, the 2025 wholesale water rate is based on 2023 costs. This becomes problematic due to annual cost escalations and inflationary factors. By way of example, the Water Treatment Plant has seen bid increases of 25% for treatment plant chemicals for the past two consecutive years.

For that reason, we are proposing a present value adjustment to correct the 2-year trailing impacts. A copy of the Combined Annual Growth Rate (CAGR) from 2018 to 2023 has been attached for your reference as Attachment 2.

Section 6 requires that the parties meet and negotiate in good faith to establish an appropriate wholesale water rate. As such, a two year fixed rate of \$4.70 per 1,000 gallons is being proposed for 2025 and 2026. As detailed on Attachment 3 and summarized below, the previous methodology for calculating the wholesale water rate has been utilized, but includes a present value adjustment and annual debt obligation for the RRVWSP.

2025 Wholesale Water Rate Calculation (based on 2023 year-end budget actuals)

Total Cost per 1,000 gallons	\$5.66
Less 3050 Water Operating	(\$0.58)
Less 3052 Mains & Hydrants	(\$0.43)
Less 3053 Water Meters	(\$0.12)
Less 3054 General Fund Transfer	(\$0.47)
Present Value Adjustment (6.91%)	\$0.28
<u>RRVWSP Debt Obligation (\$475,244)</u>	<u>\$0.09</u>
2025 Wholesale Water Rate	\$4.42 per 1,000 gallons

2026 Wholesale Water Rate Calculation (based on 2024 year-end budget estimates)

Total Cost per 1,000 gallons	\$5.91
Less 3050 Water Operating	(\$0.57)
Less 3052 Mains & Hydrants	(\$0.42)
Less 3053 Water Meters	(\$0.12)
Less 3054 General Fund Transfer	(\$0.46)
Present Value Adjustment (6.91%)	\$0.30
<u>RRVWSP Debt Obligation (\$1,877,196)</u>	<u>\$0.33</u>
2026 Wholesale Water Rate	\$4.98 per 1,000 gallons

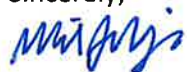
Proposed 2-year Fixed Rate (2025 and 2026 Average) \$4.70 per 1,000 gallons

Future Rate Adjustments

In the future, we propose continuing a 2-year fixed rate adjustment using the calculation methodology reflected above. As such, we have attached a draft First Amendment to Water Service Agreement with suggested language additions/modifications. A draft copy of First Amendment to Water Service Agreement is attached as Attachment 4.

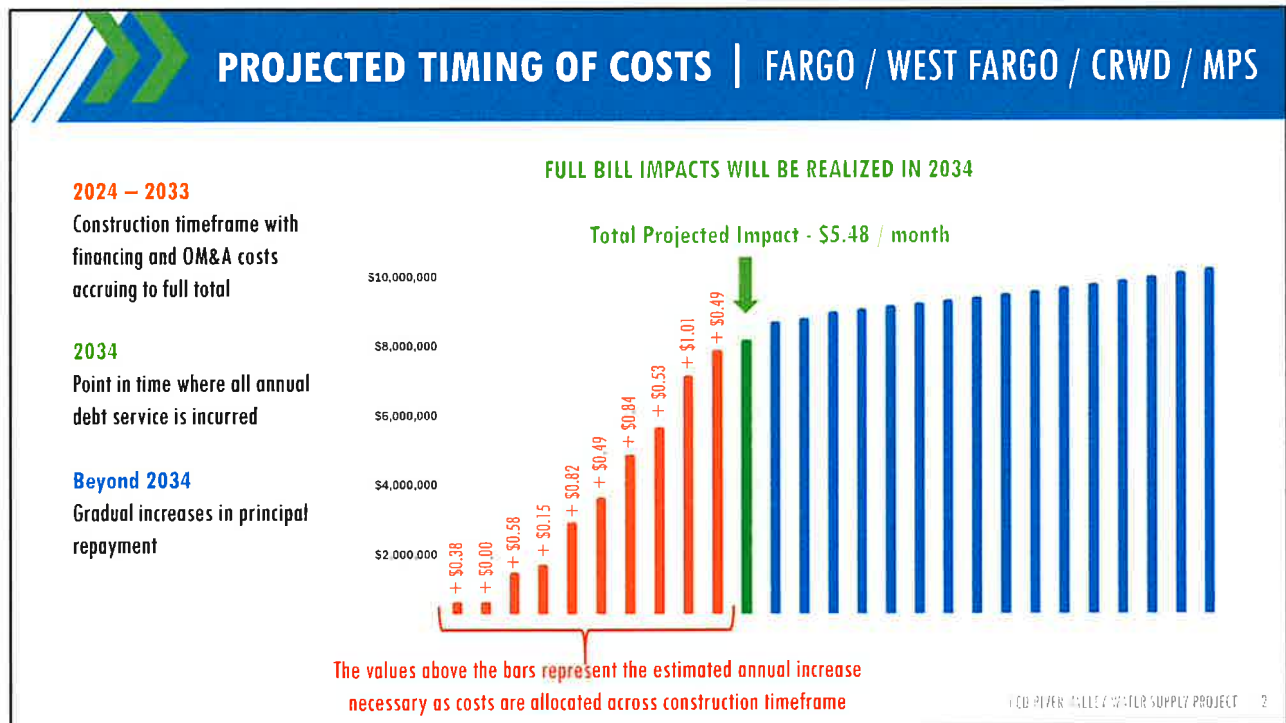
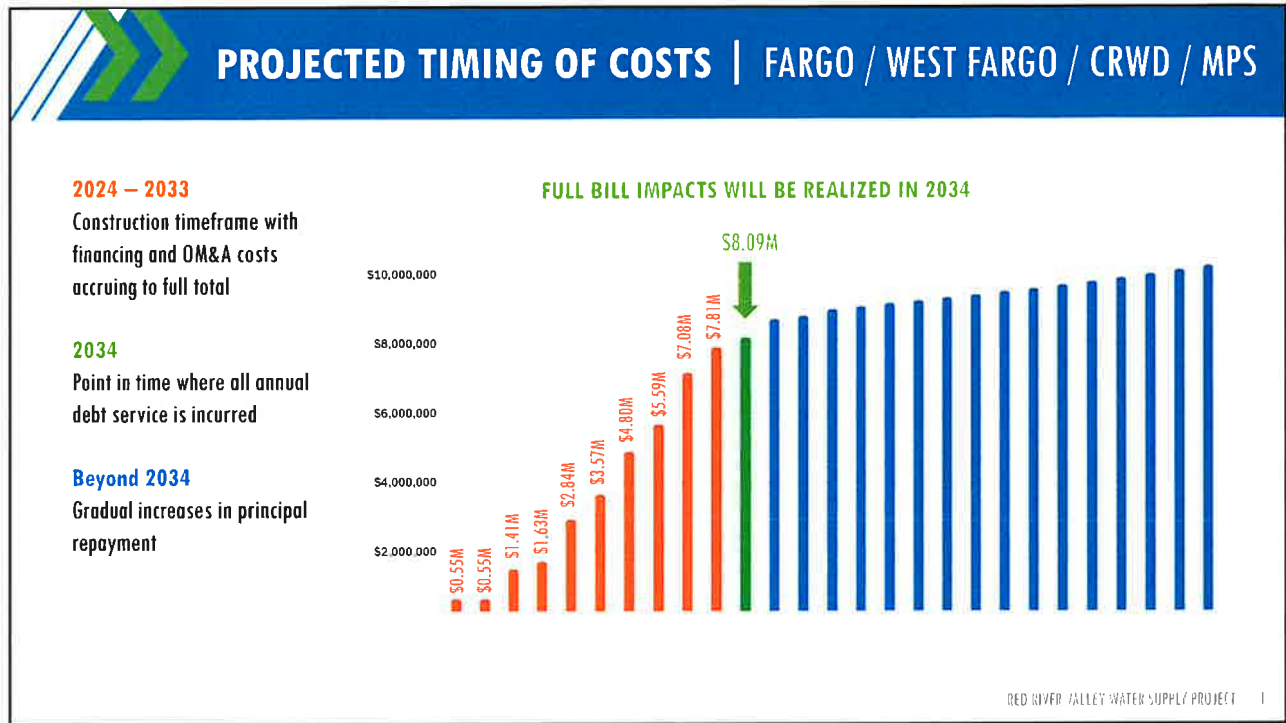
Your consideration in this matter is greatly appreciated.

Sincerely,



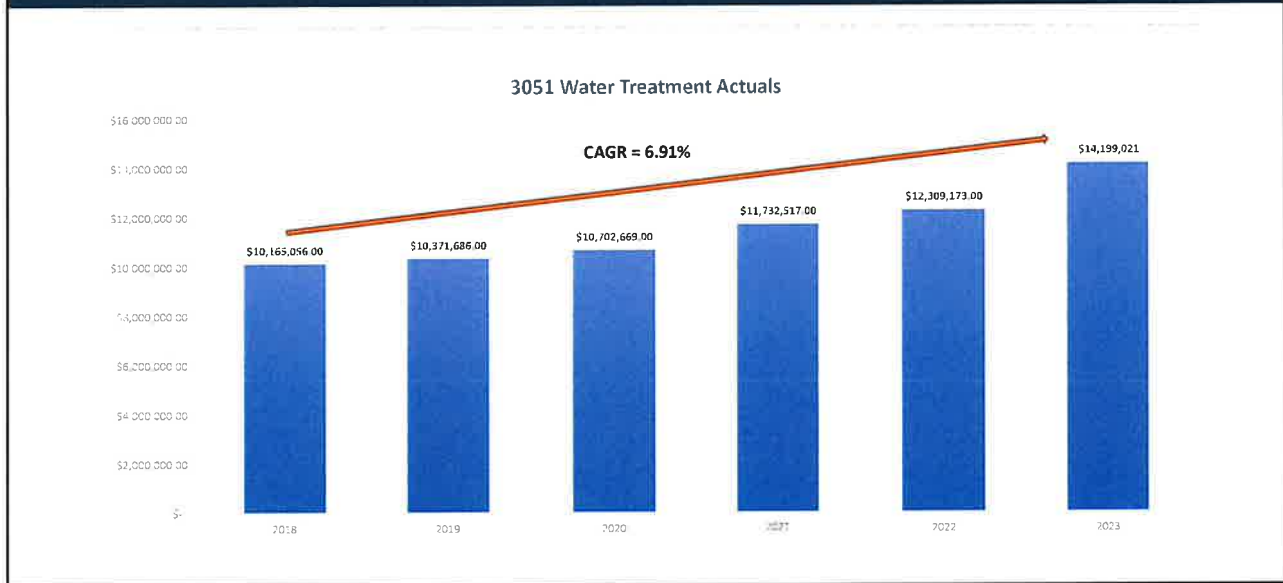
Michael J. Redlinger
City Administrator

- C: Matt Andvick, West Fargo Public Works Director
Dan Hanson, West Fargo City Engineer
Brenda Derrig, Fargo Assistant City Administrator
Troy Hall, Fargo Water Utility Director
Daniel Portlock, Fargo Water Utility Engineer



1.

TREATMENT COST INCREASES (2018-2023)



2.

2025 WHOLESALE WATER RATE ADJUSTMENT (PROPOSED)

2025 Wholesale Water Rate Calculation

2023 Total Water Billed = 5,513,164,010 gal. (actual)

2023 Year-End Actuals		
Cost Allocation	Annual Amount	\$/1,000 gallons
3050 Water Operating	\$ 3,225,169	\$ 0.58
3051 Water Treatment	\$ 14,199,021	\$ 2.58
3052 Mains & Hydrants	\$ 2,352,588	\$ 0.43
3053 Water Meters	\$ 680,758	\$ 0.12
3054 Water Transfers	\$ 13,319,553	\$ 2.42
General Fund	\$ 5,154,630	\$ 0.93
Capital Projects Fund	\$ 1,650,000	\$ 0.30
Enterprise Funds	\$ 83,095	\$ 0.02
Debt Service Fund	\$ 6,431,828	\$ 1.17
Total	\$ 33,777,089	\$ 6.13

Transfers Removed		\$/1,000 gallons
Cost per 1,000		\$ 6.13
3050 Water Operating		\$ (0.58)
3052 Mains & Hydrants		\$ (0.43)
3053 Water Meters		\$ (0.12)
3054 General Fund Transfer		\$ (0.93)
Total 2-Year Trail Rate		\$ 4.06

Present Value Adjustment and RRWWSP		\$/1,000 gallons
2-Year Trail Rate (2023 actuals)		\$ 4.06
Present Value Adjustment	6.91%	\$ 0.28
RRWWSP Debt Obligation	\$ 475,244.00	\$ 0.09
2025 Wholesale Water Rate		\$ 4.42

2026 Wholesale Water Rate Calculation

2024 Total Water Billed = 5,650,000,000 gal. (estimate)

2024 Budgeted Amount		
Cost Allocation	Annual Amount	\$/1,000 gallons
3050 Water Operating	\$ 3,225,169	\$ 0.57
3051 Water Treatment	\$ 14,971,496	\$ 2.65
3052 Mains & Hydrants	\$ 2,352,588	\$ 0.42
3053 Water Meters	\$ 680,758	\$ 0.12
3054 Water Transfers	\$ 14,730,455	\$ 2.61
General Fund	\$ 5,154,630	\$ 0.91
Capital Projects Fund	\$ 3,550,000	\$ 0.63
Enterprise Funds	\$ 100,000	\$ 0.02
Debt Service Fund	\$ 5,925,825	\$ 1.05
Total	\$ 35,960,466	\$ 6.36

Transfers Removed		\$/1,000 gallons
Cost per 1,000		\$ 6.36
3050 Water Operating		\$ (0.57)
3052 Mains & Hydrants		\$ (0.42)
3053 Water Meters		\$ (0.12)
3054 General Fund Transfer		\$ (0.91)
Total 2-Year Trail Rate		\$ 4.34

Present Value Adjustment and RRWWSP		\$/1,000 gallons
2-Year Trail Rate (2024 budget)		\$ 4.34
Present Value Adjustment	6.91%	\$ 0.30
RRWWSP Debt Obligation	\$ 1,877,196.00	\$ 0.33
2026 Wholesale Water Rate		\$ 4.98

2-Year Fixed Rate
(2025-2026) = **\$4.70**

3.

FIRST AMENDMENT TO WATER SERVICE AGREEMENT

THIS FIRST AMENDMENT TO WATER SERVICE AGREEMENT is entered into by the City of Fargo, North Dakota, a North Dakota municipal corporation (the “Fargo”) and City of West Fargo, North Dakota, a North Dakota municipal corporation (“West Fargo”)

RECITALS

- A.** WHEREAS, Fargo and West Fargo have previously entered into a Water Service Agreement dated July 6, 2015 (“Agreement”), under which the parties agreed that Fargo would sell water to West Fargo to provide an appropriate supply of treated drinking water to customers in West Fargo. The Agreement is attached as **Exhibit A** to this First Amendment to Water Service Agreement (“First Amendment”)
- B.** WHEREAS, the parties now wish to modify some terms of the Agreement including the wholesale water rate to be charged and the duration term of the Agreement. As such, the parties wish to enter into this First Amendment.

In consideration of the mutual covenants contained in this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

- 1. **Interpretation.** This First Amendment modifies and supplements the Agreement. Wherever a conflict exists between this First Amendment and the Agreement, the provisions of the First Amendment will control. It is the intent of the First Amendment to fully amend and replace Sections 6 and 11 of the Agreement as set forth below. Except as modified and supplemented in this First Amendment, the Agreement will remain in full force and effect.
- 2. **Wholesale Water Rate.** Fargo will provide treated drinking water to West Fargo at the interconnection locations. The water provided to West Fargo will be measured through flow meters. Fargo’s current wholesale rate as of January 1, 2025, is \$4.70 per thousand gallons of treated water and Fargo’s sale of water to West Fargo will remain at that rate until December 31, 2026. For future rate increases, the parties will meet to negotiate, in good faith, an appropriate wholesale rate for subsequent two-year rate periods. The parties agree Fargo’s wholesale rate includes the costs for water supply, treatment, and transmission to West Fargo, and does not include any costs associated with Fargo’s distribution of water to City of Fargo residents. Fargo will provide West Fargo with supporting documentation justifying Fargo’s wholesale water rate upon request. This Section 2 in this First Amendment amends and replaces Section 6 of the Agreement in its entirety.
- 3. **Term.** The parties' obligations under this First Amendment will commence upon the date of execution by the last party to sign. The parties may only terminate the Agreement or this First Amendment upon mutual agreement of both parties. Any termination of the

Agreement or this First Amendment will be without prejudice to any obligations or liabilities of either party already accrued prior to termination. This Section 3 in this First Amendment amends and replaces Section 11 of the Agreement in its entirety.

4. **Assignment.** Neither party may transfer or assign this First Amendment or the Agreement, nor any rights or obligations under either of those two documents, without the express written consent of the other party.
5. **Amendments.** Any modifications or amendments to this First Amendment, or to the Agreement, must be in writing and signed by both parties.
6. **Severability.** If any court of competent jurisdiction declares any provision or part of the Agreement or of this First Amendment invalid or unenforceable, all remaining terms and provisions of the Agreement and of this First Amendment will remain binding and enforceable; however, the parties will reconvene in good faith negotiations and will reform or replace any invalid, illegal, or unenforceable provision or portion of the Agreement or of this First Amendment with an alternative provision that is enforceable and bears as close resemblance as possible to any provision determined invalid, illegal, or unenforceable.
7. **Headings.** Headings in this First Amendment are for convenience only and will not be used to interpret or construe its provisions.
8. **Interpretation.** This First Amendment will be construed as if prepared by both parties.
9. **Effective Date.** This First Amendment will become effective on the date of execution by the last party to sign.

(Signatures appear on the following pages)

WEST FARGO

Bernie Dardis, President of the City of
Commission

ATTEST:

Dustin Scott, City Auditor/Administrator

Date: _____ 2024

CITY OF FARGO

Dr. Timothy Mahoney, Mayor

ATTEST:

Steve Sprague, Auditor

Date: _____, 2024

WATER SERVICE AGREEMENT

THIS AGREEMENT is executed this 6th day of July, 2015, by and between the City of West Fargo, North Dakota, a North Dakota municipal corporation ("West Fargo") whose address is 800 4th Avenue East, West Fargo, ND 58078; and the City of Fargo, North Dakota, a North Dakota municipal corporation ("Fargo") whose address is 200 3rd Street North, Fargo, ND 58102.

RECITALS

- A. WHEREAS, West Fargo and Fargo have agreed that it is in the parties' best interests that an AGREEMENT be formalized to address the issue of treated water supply for the two cities;
- B. WHEREAS, the formalized AGREEMENT, set forth herein, contains the terms by which the parties intend to cooperate in providing water service to consumers within the respective corporate boundaries of the parties;
- C. WHEREAS, the parties recognize that this AGREEMENT is intended to allow both parties to satisfy the needs of their respective customers and to provide an appropriate supply of treated drinking water to said customers; and
- D. WHEREAS, West Fargo intends to purchase water from Fargo to provide water service to its customers and Fargo intends to sell water to West Fargo for that purpose.

NOW THEREFORE, in consideration of the mutual covenants contained in this AGREEMENT, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

1. **Purpose.** This Agreement is made pursuant to N.D.C.C. § 54-40-1, which authorizes the joint and cooperative exercise of power common to the contracting parties. This agreement is for the purpose of providing wholesale water service to the City of West Fargo.

2. **Not a Separate Political Subdivision.** This Agreement does not create a joint venture, partnership or a separate political subdivision.

3. **Interconnection Infrastructure.** The Fargo water distribution system will interconnect with the West Fargo water distribution system at two locations initially. The two interconnection locations will be at:

- a. Main Avenue
- b. 32nd Avenue South

A future third interconnection location has been identified at 52nd Avenue South to be completed as needed by the Fargo and West Fargo water distribution systems and water demands. A schematic illustration of the initial and future interconnection locations is included in Exhibit A.

Hydraulic modeling of the combined Fargo and West Fargo distribution systems has indicated that Fargo can supply West Fargo with a peak demand of 6.9 million gallons per day (MGD) through the two initial interconnections at Main Avenue and 32nd Avenue South. The third interconnection point at 52nd Avenue South will provide capacity to deliver up to 10.8 MGD. If it is determined by the parties that above described interconnection locations are insufficient to provide capacity to deliver up to 10.8 MGD, then the parties agree to meet and negotiate to determine and implement a technical solution to provide the necessary capacity.

The interconnection infrastructure at each connection point will include a booster pump station and buried water transmission piping to the West Fargo service area, along with any required operating components such as flow meters and telemetry systems.

When additional interconnection points are necessary at some point in the future, Fargo and West Fargo will work cooperatively to make the necessary interconnections.

The booster pump stations will boost Fargo's water pressure to match that in the West Fargo distribution system. West Fargo will supply water tower level set points to Fargo for operation of the booster pump stations.

The two initial interconnections at Main Avenue and 32nd Avenue South will consist of 16-inch C900 PVC water main pipe.

Other water system infrastructure upgrades within each party's corporate boundaries will remain the responsibility of each respective party. In addition, the parties shall maintain an accurate and calibrated hydraulic model of its respective distribution system.

West Fargo will continue to provide and maintain elevated water storage for diurnal water demand variations, peak hour demands, fire flow, and fire storage for fire protection purposes within its service area. The water service interconnections will enable Fargo to maintain water tower levels within the West Fargo distribution system. West Fargo shall install necessary level controls within its water towers to ensure adequate operation and cycling of the water level in the tower.

4. **Capital Costs.** All capital costs associated with the interconnection infrastructure associated with the three interconnection points between the Fargo and West Fargo water distribution systems will be paid by Fargo. All costs associated with installing and maintaining the meter pits and meters located at the interconnection locations shall be the responsibility of Fargo. Fargo will engineer, design, and construct the necessary booster pump stations and interconnection infrastructure. Other costs associated with infrastructure required within each entity's corporate boundaries to ensure the functionality of the interconnections will remain the responsibility of each respective party.

5. **Operating and Maintenance Costs.** The necessary operating and maintenance costs associated with the interconnection infrastructure will be paid by Fargo. Other water system operating and maintenance costs within each entity's corporate boundaries will remain the responsibility of each respective party.

6. **Wholesale Water Rate.** Fargo will provide treated drinking water to West Fargo at the above referenced interconnection locations. The water provided to West Fargo will be measured through flow meters. West Fargo will pay for the metered water at a wholesale rate of \$3.25 per thousand gallons. It is agreed that the wholesale rate of \$3.25 per thousand gallons will remain fixed for four (4) years from the initial date that West Fargo purchases of water from Fargo (hereinafter the "Initial Date"). For purposes of this Agreement the Initial Date is defined as the date that water is distributed by Fargo to West Fargo through the interconnection points. Three (3) years from the Initial Date, the parties agree to meet and negotiate in good faith to establish an appropriate wholesale rate for the next four (4) year period. Thereafter the parties agree to meet and negotiate in good faith at least one (1) year prior to the expiration of each four year rate period to establish an appropriate wholesale rate for subsequent four (4) year periods. The wholesale rate is based solely on the costs for water supply, treatment, and transmission to West Fargo and does not include any costs associated with Fargo's distribution of water to City of Fargo Residents. Fargo will provide West Fargo with supporting documentation justifying the wholesale rate.

7. **Minimum Water Purchase Obligation.** The minimum monthly volume of water to be purchased by West Fargo shall be thirty million (30,000,000) gallons. In the event that Fargo is unable to provide water due to drought conditions as more fully set forth in paragraph twelve (12) of this agreement, West Fargo's obligation to purchase a minimum of thirty million (30,000,000) gallons per month shall be suspended until such time as normal conditions return as determined by the parties.

8. **No Maximum Water Volume Limitation.** Except as set forth in paragraph twelve (12) of this Agreement and subject to the interconnection infrastructure capacity outlined in paragraph three (3) of this agreement, there is no limitation on the amount of water that West Fargo may purchase per month.

9. **Water for Initial West Fargo System Flushing.** It is estimated that the initial flushing the West Fargo water distribution system will require twenty million (20,000,000) gallons. Fargo will provide 20 million gallons of flush water to West Fargo at no charge. The value of this water is \$65,000 based on the wholesale rate. The party's representatives shall meet and determine the time and location of the initial West Fargo System Flushing.

10. **Public Outreach.** Fargo will assist West Fargo in developing public outreach materials for distribution to West Fargo water users. The materials may include information related to the water flushing process and timing, changing water quality, and instructions for home owners.

11. **Term of AGREEMENT.** The effective date of this AGREEMENT is the date the last signatory signs the AGREEMENT. The AGREEMENT will be in effect unless and until terminated by either party. Termination will require one (1) year written notice which must be given prior to the commencement of a four (4) year rate period. In the event that written notice is not given at least one (1) year prior to a four (4) year rate period, then the written notice of termination must be give five (5) years prior to the date of termination. Any termination will be

without prejudice to any obligations incurred prior to termination.

12. **Drought Management and Water Service Restrictions.** Fargo's obligation to provide water to West Fargo shall be based upon Fargo having a sufficient supply of source water to treat and infrastructure ability to deliver to West Fargo. To ensure equitable water use restrictions are applied to Fargo and West Fargo, West Fargo agrees to adopt and enforce an equivalent Drought and Water Service Management Plan (City of Fargo's attached hereto as Exhibit B), and equivalent Drought and Water Service Response Measures Ordinances (City of Fargo's attached hereto as Exhibit C) so that in the event of source water shortages, treatment plant limitations, or transmission system limitations, the same water use restrictions will be placed on all users of the Fargo and West Fargo water systems. The parties agree to cooperate in development, adoption, and enforcement of any amendments to drought and water service response measures ordinances.

13. **Water Rights.** Fargo will not try to obtain water rights, including but not limited to Sheyenne River rights, from West Fargo, and vice versa, without prior mutual agreement approved and consented to by both the West Fargo and Fargo City Commissions.

14. **Water Quality and Testing.** Fargo and West Fargo shall be responsible for conducting their own drinking water sampling program and reporting the analytical results within their respective corporate limits. Fargo and West Fargo will cooperate, at each party's own expense, with the North Dakota Department of Health ("NDDH") regarding water quality and testing requirements in accordance with North Dakota law. Testing and sampling will require adherence with the Surface Water Treatment Rule, Interim Enhanced Surface Water Treatment Rule, Total Coliform Rule, the Lead and Copper Rule, and any other current or future applicable rules and regulations.

15. **Red River Valley Water Supply Project.** The water supply provisions of this AGREEMENT are strictly related to Fargo's presently permitted source water supplies including the Red River, Sheyenne River, and Lake Ashtabula. If the Red River Valley Water Supply Project proceeds, Fargo will nominate for an amount that will meet the needs of Fargo and West Fargo, so that the water supply provides the same percentage for both cities. The local costs of the Red River Valley Water Supply Project for the Fargo and West Fargo nominations will be built into the water rates as a component of the wholesale rate.

16. **Future Water Treatment Facilities.** It is understood and agreed by the parties that both Fargo and West Fargo have secured suitable property for the construction of a future water treatment plant. At some point in the future when water demands are nearing the capacity of the Fargo water treatment plant of 45 MGD, the parties agree to give objective evaluation of both sites as to the advantages and disadvantages. The evaluation to include such items as capital costs for source water supply, treatment, and distribution; source water redundancy; ability to secure source water permits; operation and maintenance costs; regulatory requirements; or other relevant technical factors.

17. **Water Billing.** Fargo will bill West Fargo in accordance with the wholesale rate for monthly water usage for each metered interconnection. Wholesale water use bills shall be

payable to Fargo within 15 days of receipt of the bill. West Fargo will be responsible for billing its users for water use.

18. **No Lobbying Efforts.** The parties agree that they shall not utilize this Agreement to lobby, stop or prevent the North Dakota State Water Commission from considering or granting funding or partial cost sharing of future water treatment facilities or other projects related to water treatment sponsored or undertaken by either party.

19. **Indemnification and Release.** Each party shall defend and hold harmless the other party, its officer and agents from and against any and all claims by or on behalf of any person or persons for damages or injury against that party that relate to or arise from the conduct of, or service provided by, the indemnifying party. Nothing herein shall be deemed a waiver by either Fargo or West Fargo of the limitations on liability set forth in N.D.C.C. § 32-12.1-03, as amended from time to time, and Fargo and West Fargo's obligation to indemnify, hold harmless and defend shall be limited by the limitations on liability set forth in N.D.C.C. § 32-12.1-03.

20. **Right of Way.** The parties mutually agree to grant all necessary temporary and permanent easements or other documents of permission regarding Fargo's ownership, construction, reconstruction, operation, management, repair, improvement, or maintenance of the interconnection infrastructure over any property owned or controlled by West Fargo.

21. **Force Majeure.** Neither party shall be liable for damages or deemed in default of the Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, union activity, strikes or lock-outs, or such as changes in laws, statutes, regulations, or ordinances.

22. **No Forbearance.** The failure or delay of any party to insist on the performance of any of the terms of this AGREEMENT, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this AGREEMENT, or the right to enforce each and every term of this AGREEMENT.

23. **No Stacking of Liability Limits.** For the purposes of Chapter 32-12.1 of the North Dakota Century Code, the employees and officers of a party are deemed to be employees of that party. Under no circumstances will a party, irrespective of whether it may have waived the limit on liability set forth in N.D.C.C. § 32-12.1-03, be required to pay on behalf of itself or the other party, any amounts in excess of the limits on liability established in N.D.C.C. § 32-12.1-03 applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for each party.

24. **Workers Compensation.** Each party will be responsible for injuries or death of its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this

agreement. Each party waives the right to sue the other party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

25. **Damages to Equipment.** Each party will be responsible for damages to or loss of its own equipment. Each party waives the right to sue any other party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

26. **Notice.** All notices, certificates or other communications required under this Agreement will be deemed sufficiently given when delivered or deposited in the United States mail in certified form with postage fully prepaid and addressed as follows:

If to City of Fargo:

City Auditor
City of Fargo
200 N 3rd St.
Fargo, ND 58102

If to West Fargo:

City Auditor
City of West Fargo
800 4th Avenue East
West Fargo, ND 58078

27. **Governing Law.** This AGREEMENT will be construed and enforced in accordance with North Dakota law and any litigation arising out of this AGREEMENT will be venued in North Dakota State District Court in Cass County, North Dakota.

28. **Assignment.** Neither party may transfer or assign this AGREEMENT or any rights or obligations under this AGREEMENT without the express written consent of the other party.

29. **Successors.** The covenants, terms, conditions, provisions, and undertakings in this AGREEMENT, or in any amendment, will be binding upon the parties' successors and assigns.

30. **Survival of AGREEMENT.** If any court of competent jurisdiction finds any provision or part of this AGREEMENT is invalid, illegal, or unenforceable, that portion will be deemed severed from this AGREEMENT, and all remaining terms and provisions of this AGREEMENT will remain binding and enforceable; however, the parties will reconvene negotiations and will reform or replace any invalid, illegal, or unenforceable provision or portion of this AGREEMENT with an alternative provision that is enforceable and bears as close resemblance as possible to any provision determined invalid, illegal, or unenforceable.

31. **Amendments.** Any modifications or amendments of this AGREEMENT must be in writing and signed by both parties to this AGREEMENT.

32. **Interpretation.** This AGREEMENT will be construed as if it was prepared by both parties.

33. **Headings.** Headings in this AGREEMENT are for convenience only and will not be used to interpret or construe its provisions.

34. **Waiver of Jury Trial/Venue/Selection.** Fargo and West Fargo hereby knowingly, irrevocably, voluntarily and intentionally waive and rights either may have to a trial by jury in respect of any action, proceeding, counterclaim or defense based on this contract, or in arising out of, under or in any connection with this contract, or any course of conduct, course of dealing, statements (whether oral or written) or actions or any party hereto relating to this contract. The parties stipulate and agree that the district court of Cass County, North Dakota, shall be the sole and exclusive venue for any lawsuit pertaining to this contract and consent to the personal jurisdiction in said court in the event of any such lawsuit.

35. **Merger Clause.** This Agreement constitutes the entire agreement by and between the parties, and any other prior representations or agreements are deemed merged herein, and those not specified herein do not represent any agreements or promises or covenants or representations on the part of either party hereto.

36. **Grammatical Construction.** Whenever the singular number is used herein, the same shall include the plural where appropriate, and the words of any gender shall include any other genders where appropriate.

37. **Authority to Execute.** The individuals signing on behalf of Fargo and West Fargo have been duly authorized by the Fargo City Commission and the West Fargo City Commission to execute this agreement on behalf of the City of Fargo and the City of West Fargo.

38. **Execution in Counterparts.** This Agreement may be executed in counterparts with both Fargo and West Fargo having a fully-executed counterpart.

(Signatures appear on the following pages.)

IN WITNESS WHEREOF, the parties executed this Agreement on the date written above.

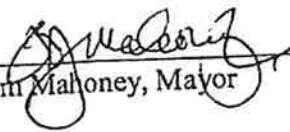
CITY OF WEST FARGO


Rich Mattern, Mayor

ATTEST:


Tina Fisk, Finance Director

CITY OF FARGO


Tim Mahoney, Mayor

ATTEST:

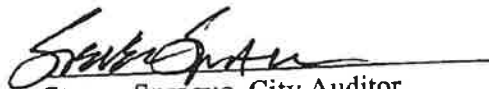

Steven Sprague, City Auditor

EXHIBIT A

MAP OF THE INTERCONNECTION LOCATION POINTS BETWEEN FARGO AND WEST FARGO

(1 page attached)

EXHIBIT B

CITY OF FARGO DROUGHT AND WATER SERVICE MANAGEMENT PLAN

(AS OF THE DATE OF THIS AGREEMENT)

(54 pages attached)

EXHIBIT C

CITY OF FARGO DROUGHT AND WATER SERVICE RESPONSE MEASURES ORDINANCES

(AS OF THE DATE OF THIS AGREEMENT)

(5 pages attached)

September 20, 2024

Dustin Scott, City Administrator
City of West Fargo
800 4th Ave. E.
West Fargo, ND 58078

Re: Sewer Rate Adjustment for 2025 and 2026

Dear Dustin,

On behalf of the City of Fargo, I would like to thank you and the West Fargo team for meeting with us on April 11, 2024, to discuss proposed adjustments to West Fargo's sewer rate.

Background:

The Sewer Agreement (Agreement) between West Fargo and Fargo, dated July 1, 2017, includes a Section 7 relating to the establishment of an appropriate rate for wastewater conveyed from West Fargo.

It is important to recall that in 2017, the initial sewer rate of \$3.00 per thousand gallons was to remain fixed for the first four years of the Agreement. Since this would be the first sewer rate change under the Agreement, the initial sewer rate has remained unchanged for the past seven years.

Initial Sewer Rate 2017 - 2024

It is important to recall how the initial sewer rate of \$3.00 per thousand was calculated. That information was contained in a formal letter notification dated April 12, 2017, titled "Fargo Wastewater Service to West Fargo".

The calculations for the initial wholesale wastewater rate were as follows:

2017 Sewer Rate Calculation (based on 2015 year-end budget)

Total Cost per 1,000 gallons	\$4.29
Less 3060 Sewer Operating	(\$0.11)
Less 3082 Sewer Collection System	(\$0.11)
Less 3083 Sump Pump Compliance	(\$0.04)
Less 3084 Wastewater Reuse	(\$0.08)
Less General Fund Transfers	(\$0.62)
Less RA Model Discount	(\$0.33)
2017 Sewer Rate	\$3.00 per 1,000 gallons

For purposes of consistency, the same methodology utilized to calculate the initial sewer rate in 2017 was used to determine an appropriate sewer rate for 2025 and 2026.

Proposed Rate Adjustment for 2025 and 2026

- **RA Model Discount**

Please note that an RA Model Discount was applied to the initial sewer rate in a good will effort to allow West Fargo a period of time to adjust the rates they charge to West Fargo customers over the initial term. Since the initial term was extended to seven years, the RA Model Discount has been discontinued.

- **Present Value Adjustment – 2-year Trailing Solution**

The previous calculation methodology involves the use of year end budget actual figures which results in a 2-year trailing calculation. For example, to calculate a wholesale rate for 2017, it had to be negotiated in 2016, which requires the use of 2015 year end budget actual expenses. As a result, the 2017 initial sewer rate was based on 2015 costs. This becomes problematic due to annual cost escalations and inflationary factors. By way of example, the Water Reclamation Plant has seen bid increases of 25% for treatment chemicals for the past two consecutive years.

For that reason, we are proposing a present value adjustment to correct the 2-year trailing impacts. A copy of the Combined Annual Growth Rate (CAGR) from 2018 to 2023 has been attached for your reference as Attachment 1. As such, a two year fixed rate of \$3.71 per 1,000 gallons is being proposed for 2025 and 2026 as detailed on Attachment 2. The proposed rate utilizes the same methodology for calculating the new sewer rate, but includes a present value adjustment.

2025 Sewer Rate Calculation (based on 2023 year-end budget actuals)

Total Cost per 1,000 gallons	\$4.04
Less 3060 Sewer Operating	(\$0.10)
Less 3062 General Fund	(\$0.26)
Less 3062 Capital Equipment (475)	(\$0.25)
Less 3082 Sewer Collection	(\$0.15)
Less 3083 Sump Pump Compliance	(\$0.03)
Less 3084 Effluent Reuse	(\$0.10)
<u>Present Value Adjustment (15.86 %)</u>	<u>\$0.50</u>
2025 Sewer Rate	\$3.65 per 1,000 gallons

2026 Sewer Rate Calculation (based on 2024 year-end budget estimates)

Total Cost per 1,000 gallons	\$4.27
Less 3060 Sewer Operating	(\$0.10)
Less 3062 General Fund	(\$0.46)
Less 3062 Capital Equipment (475)	(\$0.20)
Less 3082 Sewer Collection	(\$0.08)
Less 3083 Sump Pump Compliance	(\$0.03)
Less 3084 Effluent Reuse	(\$0.13)
<u>Present Value Adjustment (15.86 %)</u>	<u>\$0.52</u>
2026 Sewer Rate	\$3.77 per 1,000 gallons

Proposed 2-year Fixed Rate (2025 and 2026 Average) \$3.71 per 1,000 gallons

Future Rate Adjustments

In the future, we propose continuing a 2-year fixed rate adjustment using the calculation methodology reflected above. As such, we have attached a copy of the First Amendment to Sewer Agreement as Attachment 3 with suggested language additions/modifications.

Please let us know if you would like to meet to review this information in more detail. Your consideration in this matter is greatly appreciated.

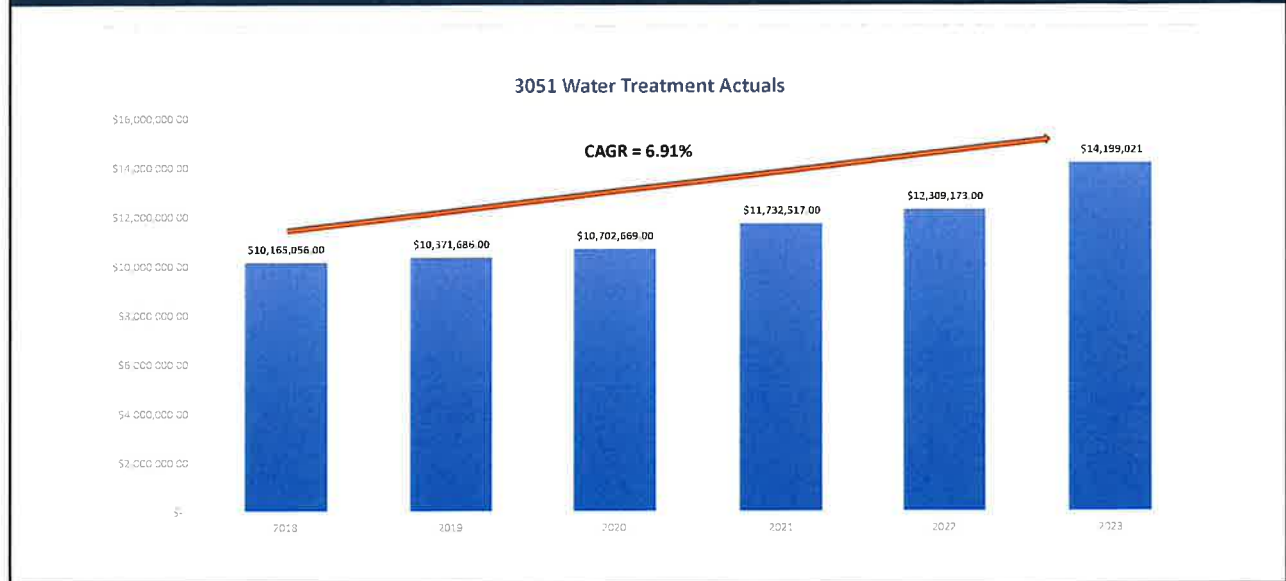
Sincerely,



Michael J. Redlinger
City Administrator

C: Matt Andvick, West Fargo Public Works Director
Dan Hanson, West Fargo City Engineer
Brenda Derrig, Fargo Assistant City Administrator
Jim Hausauer, Fargo Water Reclamation Utility Director
Mark Miller, Fargo Water Reclamation Plant Superintendent

TREATMENT COST INCREASES (2018-2023)



2025 WHOLESALE WATER REC RATE ADJUSTMENT (PROPOSED)

2025 Wholesale WR Rate Calculation

2023 Total Wastewater Treated * 6,109,000,000 gal. actual

2023 Year End Actuals		
Cost Allocation	Annual Amount	\$/1,000 gallons
3060 Sewer Operating	\$ 634,700	\$ 0.10
3061 Water Rec Treatment	\$ 8,841,938	\$ 1.45
3082 Sewer Collection	\$ 941,498	\$ 0.15
3083 Compliance	\$ 174,017	\$ 0.03
3084 Effluent Reuse	\$ 604,696	\$ 0.10
Debt Service Fund	\$ 5,018,600	\$ 0.82
Capital Projects	\$ 2,270,000	\$ 0.37
3062 Water Rec Transfers	\$ 6,200,000	\$ 1.01
General Fund	\$ 1,600,000	\$ 0.26
Capital Equipment (475)	\$ 1,500,000	\$ 0.25
Engineering	\$ 3,100,000	\$ 0.51
Total	\$ 27,727,513	\$ 4.04

Non Treatment/General Fund Transfer Removed		
Cost per 1,000		\$/1,000 gallons
3060 Sewer Operating	\$ (0.10)	
3062 General Fund	\$ (0.26)	
3062 Capital Equipment (475)	\$ (0.25)	
3082 Sewer Collection	\$ (0.15)	
3083 Compliance	\$ (0.03)	
3084 Effluent Reuse	\$ (0.10)	
Total 2-Year Trail Rate	\$	3.15

Present Value Adjustment		
		\$/1,000 gallons
2-Year Trail Rate (2023 actuals)	\$	3.15
Present Value Adjustment 15.86%	\$	0.50
2025 Wholesale WR Rate	\$	3.65

2026 Wholesale WR Rate Calculation

2024 Total Wastewater Treated * 6,256,000,000 gal. (estimate)

2024 Budget Estimate		
Cost Allocation	Annual Amount	\$/1,000 gallons
3060 Sewer Operating	\$ 638,144	\$ 0.10
3061 Water Rec Treatment	\$ 9,702,765	\$ 1.55
3082 Sewer Collection	\$ 520,000	\$ 0.08
3083 Compliance	\$ 197,307	\$ 0.03
3084 Effluent Reuse	\$ 833,975	\$ 0.13
Debt Service Fund	\$ 5,014,025	\$ 0.80
Capital Projects	\$ 2,595,000	\$ 0.41
3062 Water Rec Transfers	\$ 7,228,000	\$ 1.16
General Fund	\$ 2,900,000	\$ 0.46
Capital Equipment (475)	\$ 1,278,000	\$ 0.20
Engineering	\$ 3,050,000	\$ 0.49
Total	\$ 30,778,345	\$ 4.27

Non Treatment/General Fund Transfer Removed		
Cost per 1,000		\$/1,000 gallons
3060 Sewer Operating	\$ (0.10)	
3062 General Fund	\$ (0.46)	
3062 Capital Equipment (475)	\$ (0.20)	
3082 Sewer Collection	\$ (0.08)	
3083 Compliance	\$ (0.03)	
3084 Effluent Reuse	\$ (0.13)	
Total 2-Year Trail Rate	\$	3.25

Present Value Adjustment		
		\$/1,000 gallons
2-Year Trail Rate (2024 est.)	\$	3.25
Present Value Adjustment 15.86%	\$	0.52
2026 Wholesale WR Rate	\$	3.77

2-Year Avg. (2025-2026) = **\$3.71**

FIRST AMENDMENT TO SEWER AGREEMENT

THIS FIRST AMENDMENT TO SEWER AGREEMENT is entered into by the City of Fargo, North Dakota, a North Dakota municipal corporation (the “Fargo”) and City of West Fargo, North Dakota, a North Dakota municipal corporation (“West Fargo”)

RECITALS

- A.** WHEREAS, Fargo and West Fargo have previously entered into a Sewer Agreement dated July 1, 2017 (“Agreement”), under which the parties agreed that West Fargo could utilize Fargo’s sewer services and to connect with and use the wastewater collection and treatment facilities of Fargo. The Agreement is attached as **Exhibit A** to this First Amendment to Sewer Agreement (“First Amendment”)
- B.** WHEREAS, the parties now wish to modify terms of the Agreement including the rate schedule. As such, the parties wish to enter into this First Amendment.

In consideration of the mutual covenants contained in this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

- 1. Interpretation.** This First Amendment modifies and supplements the Agreement. Wherever a conflict exists between this First Amendment and the Agreement, the provisions of the First Amendment will control. It is the intent of the First Amendment to fully amend and replace Section 7 of the Agreement as set forth below. Except as modified and supplemented in this First Amendment, the Agreement will remain in full force and effect.
- 2. Rate Schedule.** West Fargo and Fargo agree that beginning on January 1, 2025, and continuing for a period of twenty (20) years, the rate charged to property owns being served under the Agreement and this First Amendment is as follows:
 - a.** Fargo will bill West Fargo at an initial rate of three dollars and seventy-one cents per one thousand gallons (\$3.71/1,000gal) of wastewater conveyed to Fargo. Pursuant to N.D.C.C. 40-34-19, this obligation does not constitute an indebtedness of West Fargo or a pledge of the full faith and credit or unlimited taxing resources of West Fargo. The initial rate shall remain fixed for the first two years of the First Amendment starting on January 1, 2025 and ending on December 31, 2026.
 - b.** The rate charged to West Fargo may be adjusted, from time to time, by the City of Fargo in proportion to the percentage increase of the prevailing rates charged to other regional users and users within the City of Fargo. The rates charged shall cover all operation and routine maintenance and repair costs of the collection and treatment facilities within the corporate boundaries of the City of Fargo. The rate charged to West Fargo

by Fargo may be reviewed upon request of either party, no more than every two (2) years (within the initial twenty (20) year period). The rates charged will cover West Fargo's entire allocated share of the operation and routine maintenance and repair costs of the collection and treatment facilities within the corporate boundaries of Fargo.

3. **Assignment.** Neither party may transfer or assign this First Amendment or the Agreement, nor any rights or obligations under either of those two documents, without the express written consent of the other party.
4. **Amendments.** Any modifications or amendments to this First Amendment, or to the Agreement, must be in writing and signed by both parties.
5. **Severability.** If any court of competent jurisdiction declares any provision or part of the Agreement or of this First Amendment invalid or unenforceable, all remaining terms and provisions of the Agreement and of this First Amendment will remain binding and enforceable; however, the parties will reconvene in good faith negotiations and will reform or replace any invalid, illegal, or unenforceable provision or portion of the Agreement or of this First Amendment with an alternative provision that is enforceable and bears as close resemblance as possible to any provision determined invalid, illegal, or unenforceable.
6. **Headings.** Headings in this First Amendment are for convenience only and will not be used to interpret or construe its provisions.
7. **Interpretation.** This First Amendment will be construed as if prepared by both parties.
8. **Effective Date.** This First Amendment will become effective on the date of execution by the last party to sign.

(Signatures appear on the following pages)

WEST FARGO

Bernie Dardis, President of the City of
Commission

ATTEST:

Dustin Scott, City Auditor/Administrator

Date: _____ 2024

CITY OF FARGO

Dr. Timothy Mahoney, Mayor

ATTEST:

Steve Sprague, Auditor

Date: _____, 2024

SEWER AGREEMENT

by and between

**CITY OF FARGO, NORTH DAKOTA
as Fargo**

and

**CITY OF WEST FARGO, NORTH DAKOTA
as West Fargo**

Dated as of July 1, 2017

A.

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EXHIBIT 1 – Fargo Wastewater Services Proposal Letter to West Fargo

EXHIBIT 2 – Point of Connection Map

EXHIBIT 3 – Estimated Cost of Incremental Improvements

SEWER AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this 1st day of July, 2017 (the "Effective Date"), by and between the City of Fargo, North Dakota, a municipal corporation ("Fargo"), and the City of West Fargo, North Dakota, a municipal corporation ("West Fargo").

WHEREAS, West Fargo is a municipal corporation under the laws of the state of North Dakota; and

WHEREAS, Fargo is a municipal corporation under the laws of the state of North Dakota; and

WHEREAS, Chapter 40-34 of the North Dakota Century Code (N.D.C.C.) authorizes municipalities, either individually or jointly by agreement, to own, acquire, construct, equip, extend, and improve, operate, and maintain, either within or without the corporate limits of the municipality, intercepting sewers, including pumping stations, a plant or plants for the treatment, purification, and disposal in a sanitary manner of liquid waste and sewage; and

WHEREAS, Fargo previously submitted an offer to provide wastewater service to West Fargo dated April 12, 2017 (attached as **Exhibit 1**); and

WHEREAS, West Fargo desires to utilize Fargo's sewer services and has determined that the most cost efficient manner of handling liquid waste and sewage produced in West Fargo is to connect with and use the wastewater collection and treatment facilities of Fargo; and

WHEREAS, West Fargo desires to decommission and remove West Fargo's wastewater treatment ponds during the term of this Agreement; and

WHEREAS, Chapter 40-34 of the N.D.C.C. requires that agreements between cities regarding the disposal of liquid waste and sewage be reduced to writing; and

WHEREAS, West Fargo and Fargo desire to enter into an agreement pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, IT IS AGREED by and between the parties hereto as follows:

1. **Construction of Sewage Lines.** West Fargo, at the sole cost and expense of West Fargo, will be responsible for the procurement and installation of a sewer force main (the "Sewer Line") to a point of connection at or near 19th Avenue North and 57th Street (the "Point of Connection"). Fargo will install and upgrade necessary infrastructure within Fargo's sewer system from the Point of Connection to Fargo's 45th Street interceptor (the "Sewer Infrastructure"). The Point of Connection is illustrated on the attached **Exhibit 2**.
2. **Cost Participation.** West Fargo will be responsible for installation and all costs related thereto, of the Sewer Line west of 57th Street to the Point of Connection. Fargo will be responsible for the installation of the Sewer Infrastructure east of 57th Street to the Point

of Connection. West Fargo will be responsible for the cost of the incremental improvements to the Sewer Infrastructure east of 57th Street required to service West Fargo at an average flow rate of 6.5 million gallons per day (gpd) and a maximum peak of fourteen million (14,000,000) gallons per day. It is anticipated that the incremental improvements will include a size upgrade to the Sewer Infrastructure east of the Point of Connection. The cost of the incremental improvements has been estimated at One Million Forty Seven Thousand and no/100 Dollars (\$1,047,000.00) as shown on the attached **Exhibit 3**. Before Fargo initiates design and construction of such incremental improvements, the parties will confer and agree upon the amount of these incremental improvements.

3. **Type of Sewage.** West Fargo and Fargo agree that this Agreement only applies to the usual and ordinary sewage generated by the normal, household-type sewage generated on a particular property, including the usual and ordinary sewage generated by commercial and industrial users of West Fargo, and does not include or cover any user which may introduce toxic or industrial waste into the sewage collection system.
4. **Industrial Users.** West Fargo agrees and covenants that it will require all industrial users connected to West Fargo's sewer system to pre-treat all industrial sewage prior to discharge into the sewer system to prevent the discharge of slugs or excess BOD. An industrial property/user to West Fargo's system must be required to pre-treat their sewage to strength equal to or less than that of normal domestic-strength sewage.
5. **Maintenance and Repair.** Fargo will be responsible for maintenance and repairs of the Sewer Infrastructure east of the Point of Connection, including ownership of the metering equipment at the Point of Connection for measuring flows.
6. **Maintenance and Repair of the West Fargo Sewer System.** West Fargo will be responsible for the operation and maintenance of the Sewer Line west of the Point of Connection.
7. **Rate Schedule.** West Fargo and Fargo agree that beginning on the Effective Date of this Agreement and continuing for a period of twenty (20) years, the rate charged to property owners being served under this Agreement is as follows:
 - a. Fargo will bill West Fargo at an initial rate of three dollars per one thousand gallons (\$3.00/1,000gal) of wastewater conveyed to Fargo. Pursuant to N.D.C.C. § 40-34-19 (2008), this obligation does not constitute an indebtedness of West Fargo or a pledge of the full faith and credit or unlimited taxing resources of West Fargo. The initial rate will remain fixed for the first four (4) years of the Agreement starting when West Fargo begins sending sewage to Fargo through the Point of Connection.
 - b. After the first four (4) years, the rate charged to West Fargo may be adjusted, from time to time, by the City of Fargo in proportion to the percentage increase of the prevailing rates charged to other regional users and users within the City of Fargo. The rates charged shall cover all operation and routine maintenance and repair costs of the collection and treatment facilities within the corporate boundaries of the City of Fargo. The rate charged to West Fargo by Fargo may be reviewed upon request of

either party, no more frequently than every three (3) years (within the initial twenty (20) year period). The rates charged will cover West Fargo's entire allocated share of the operation and routine maintenance and repair costs of the collection and treatment facilities within the corporate boundaries of Fargo.

8. Payments Due to Fargo. Fargo will submit monthly invoices to West Fargo for furnished sewer services. In the event that a dispute with respect to billing cannot be resolved, the parties agree to first submit the billing dispute to non-binding mediation.

Payment will be due to Fargo within thirty (30) days after the invoice date, after which time Fargo may add interest to the charges at a rate of one percent (1%) per month. If Fargo establishes a rate of interest to charge its own residents for delinquent sewer bills, the rate set for Fargo residents will supersede the interest rate assessed under this Agreement. In the event that Fargo establishes a rate of interest to charge its own residents for delinquent bills different from that set forth in this Agreement, it must provide West Fargo with written notice of the different interest rate. In the event of a meter failure or some other reason that prevents either party from obtaining meter readings, the parties agree to meet and confer, in good faith,¹ to determine an appropriate alternative approach or method to establish usage and, in turn, billing for sewer services. If no other alternative approach is determined, then previous daily averages over the prior one (1) year period will be used for billing purposes.

9. West Fargo Billing. West Fargo will have the responsibility of invoicing and collecting from its residents or properties served. West Fargo will retain sole and exclusive authority over the means, methods and rates billed to its residents.
10. Number of Users and Future Expansion. The Sewer Line, Sewer Infrastructure, and sewage collection system will be designed to accommodate the current and future capacity of West Fargo. West Fargo reserves the right to charge its users a connection fee for connecting to its collection system. West Fargo agrees to notify Fargo of the intended connection of any additional properties at least thirty (30) days prior to issuing a certificate of occupancy for such additional property or properties and at least ninety (90) days prior to such issuance with respect to an industrial property/user. It is anticipated that other users may connect to the system of Fargo along the Sewer Infrastructure, and that West Fargo will not have exclusive access to the capacity of the main to be constructed and installed by Fargo; however, Fargo agrees, covenants and warrants that the capacity of the system will be based upon the Ten-States Standard, as defined below, for an average daily flow of 6.5 mgd or a peak of 14mgd, and that the system will continue throughout the term of this Agreement to accommodate the current flows from West Fargo and proportionately greater flows to accommodate additional connections to West Fargo's system as contemplated in this paragraph, under normal flow conditions. West Fargo will provide Fargo with current flow condition information. This agreement recognizes the initial connection at 19th Avenue N. and 57th Street. If additional/future flows greater than an average daily flow of 6.5 mgd or a peak of 14 mgd are desired by West Fargo, additional connection points will be identified and negotiated in good faith

¹ For purposes of this Agreement, the term "good faith" means observance of reasonable commercial standards of fair dealing in a given trade or business.

between Fargo and West Fargo to eventually service all of West Fargo's future wastewater needs. The Ten-States Standard is the current Recommended Standards for Wastewater Facilities published by the Great Lakes-Upper Mississippi River Board of Provincial Public Health and Environmental Managers.

11. Future Mapleton Connection. Fargo and West Fargo agree and acknowledge that the City of Mapleton, North Dakota, may desire to connect to Fargo's sewer system in the future. In the event that the City of Mapleton desires to make said connection, Fargo and West Fargo must agree to the City of Mapleton's connection to Fargo's sewer system. Upon agreement by both Fargo and West Fargo, Mapleton may connect to West Fargo's system and "pass-through" its sewer wastewater to Fargo. In the event that this Section becomes operative, Fargo and West Fargo will enter into an amendment to this Agreement to adjust permitted flows set forth in Sections 2 and 10 of this Agreement.
12. Decommissioning of West Fargo Lagoons. Fargo and West Fargo agree and acknowledge that West Fargo will decommission its wastewater treatment ponds during the term of this Agreement. Fargo will not have any responsibility for the costs associated with the removal of West Fargo's wastewater treatment ponds.
13. Termination in the Event that the Courts Invalidate this Agreement. If, prior to the commencement of this project, this or a similar type sewer service agreement is held by the courts, whether federal or state, to be illegal, neither Fargo nor the members of the Fargo Board of City Commissioners will be held liable in any way to West Fargo, its executors, heirs, personal representatives, administrations, or assigns, and Fargo will have the unquestionable right to discontinue said sewer service to West Fargo without any liability whatsoever so long as the premises are not within the corporate limits of Fargo.
14. Termination of this Agreement by Fargo. Fargo will be entitled to terminate service or refuse to do maintenance and repair work on the sewage system for the following reasons:
 - a. Non-Payment or Refusal to Shut off.
 - (1) Non-payment of sewer charges established by this Agreement, when such payment has not been made within sixty (60) days of its due date.
 - (2) The City of West Fargo fails or refuses to enact amendments to their sewerage ordinance as may be adopted from time to time by the City of Fargo, or in the event that the City of West Fargo fails or refuses to enact additional sewage ordinances or amendments thereto similar to those adopted by the City of Fargo that may be required or requested of by the City of Fargo by the United States Environmental Protection Agency, the North Dakota Department of Health or such other governmental entity with supervisory or regulatory control over the City of Fargo regarding its sewerage system. Upon request by Fargo, West Fargo fails or refuses to shut off the system of an individual property owner during a time of flood if the Fargo City Engineer determines that the flooding may injure

or be detrimental to the sewer system installed pursuant to this Agreement or the sewage disposal system of Fargo.

- b. Unauthorized Sources of Waste Water. Fargo will be entitled to terminate service or refuse to do maintenance and repair work on the sewage system if West Fargo fails to enforce its ordinances pertaining to the following:
 - (1) If there is any connection of roof down spouts, foundation drains, area drains, or other sources of surface runoff for ground water to the sewer system except as may be permitted under a seasonal waiver as set forth by city ordinance.
 - (2) West Fargo fails to terminate the service of an individual user if that user violates the provisions of the ordinances of the City of West Fargo that are equivalent to Section 17-0203(A) and Section 17-0204 of the ordinances of the City of Fargo, or any amendments thereto, dealing with prohibited waste in the sewer system, or that a user improperly discharges into the system toxic or industrial waste or intentionally damages any part of the project.
 - c. Notice To Correct. Except when a state of emergency has been declared by the Mayor of Fargo, Fargo will not terminate service or refuse to do maintenance or repair service on the sewer system without first providing written notice and a sixty (60) day opportunity to cure to West Fargo. In the event of an alleged violation, Fargo must deliver written notice to West Fargo. West Fargo will have sixty (60) days after notice is delivered to cure the alleged violation and notify Fargo thereof or to terminate service to the offending user. If the violation is not cured within said sixty (60) day period, or if service is not terminated, then Fargo may terminate service or refuse to do maintenance or repair service on the sewer system.
15. Emergency Circumstances. Fargo may interrupt service to West Fargo in the event of an emergency declared by the Mayor of Fargo, such as during a flood event or major rainfall event that requires one or more lift stations to be shut down temporarily, provided, however, that Fargo will provide West Fargo as much notice of such event as possible under the circumstances.
16. Conditions Precedent.
 - a. The obligations of Fargo under this Agreement are contingent upon the following:
 - (1) Obtaining all easements and approvals necessary for the improvements within Fargo's corporate limits.
 - b. The obligations of West Fargo under this Agreement are contingent upon the following:
 - (1) Obtaining all easements and approvals necessary for the improvements within West Fargo's corporate limits.

17. Required Enforcement. West Fargo will take appropriate steps to enforce its sewage ordinance, as amended from time to time, including a program of inspections to determine and enforce compliance therewith by its users of the sewage system.
18. Indemnification and Release.
 - a. West Fargo will defend and hold harmless Fargo, its officers, employees and agents from and against any and all claims by or on behalf of any person or persons for damages caused by sewage backup occurring to a user, and for injury or property damage arising from the use or condition of the sewage system, or from the use or condition of the force main or collection system under normal conditions. Said indemnity and hold harmless obligation of West Fargo will also apply to claims made against Fargo for damages resulting from excessive rainfall or snow-melt conditions or other acts of God.
 - b. Fargo assumes all risk of personal injury or death and property damage or loss from whatever causes arising from or related to Fargo's construction of the Sewer Infrastructure, and Fargo releases West Fargo officers, employees, agents or designees, including, but not limited to, the individual City Council Members, Mayor, City Administrator, City Engineer, City Public Works Director, and City Attorney, relating to or arising out of the installation of the Sewer Infrastructure any and all claims related to or arising out of Fargo's operation of its sewer system and plant(s), whether known or unknown, foreseen or unforeseen, liquidated, un-liquidated, fixed, contingent, material or immaterial, disputed or undisputed, suspected or unsuspected, asserted or unasserted, direct or indirect, at law or in equity, from the beginning of time; and the undersigned representatives of Fargo understand and acknowledge the significance of such release and waiver and Fargo hereby assumes full responsibility for any injuries, damages or losses that may incur as a result of Fargo's representatives' execution of this Agreement.
 - c. Nothing herein will be deemed a waiver by Fargo or West Fargo of the limitations on liability set forth in N.D.C.C. § 32-12.1-03, and each party's obligation to indemnify, hold harmless and defend the other party will be limited by the limitations on liability set forth in N.D.C.C. § 32-12.1-03, less any amounts which that party is required to pay on its own account, or on account of that party's officer, agents or employees.
 - d. Under no circumstances will a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in N.D.C.C. § 32-12.1-03 applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for each party.
19. Term of Agreement. The term of this Agreement is twenty (20) years commencing on the Effective Date. This Agreement may be extended by mutual agreement of the parties. The parties agree to revisit and renegotiate the extension of this Agreement, in good faith, prior to the expiration of said twenty (20) year period.

20. Notices. West Fargo and Fargo agree that whenever written or oral notice is required pursuant to this Agreement, each party will provide notice to the parties' representatives. West Fargo and Fargo agree that the following individuals are designated as the parties' representatives:

West Fargo: City Auditor
800 4th St. E, Suite 1
West Fargo, ND 58078

Public Works Director
800 4th St. E, Suite 1
West Fargo, ND 58078

Fargo: City Auditor
200 3rd St. N.
Fargo, ND 58102

Wastewater Utility Director
3400 N. Broadway
Fargo, ND 58102

21. Modification. This Agreement contains the entire understanding of the parties. It may not be changed orally, but only upon an agreement in writing approved by both West Fargo and Fargo. It may be modified as to terms and conditions from time to time upon the mutual consent of the parties; however, such modifications must be reduced to writing, signed by the parties, and the document appended to and made a part of this Agreement.
22. Prohibition Against Assignment. Except as otherwise expressly provided in this Agreement, Fargo agrees, on behalf of itself, its officers, and partners, and the personal representatives of the same and any other person or persons claiming any benefit under that party by virtue of this Agreement, that this Agreement, and the rights, interests, and benefits hereunder, may not be assigned, transferred, pledged, or hypothecated in any way by law by Fargo, or any other person claiming under it by virtue of this Agreement, and will not be subject to execution, attachment, or similar process. Any attempt at assignment, transfer, pledge, or hypothecation, or other disposition of this Agreement, or such rights, interests, and benefits contrary to the foregoing provisions or the levy of any attachment or similar process will be null and void and without effect.
23. Controlling Law. This Agreement will 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 will be brought in an appropriate venue in the State of North Dakota. ***This Agreement is not a General Obligation of West Fargo.*** This Agreement is being executed under West Fargo's authority pursuant to Chapter 40-34-01 of the North Dakota Century Code and does not constitute an indebtedness of the municipality or a pledge of the full faith and credit or unlimited taxing resources of West Fargo. West Fargo's obligations to make payments to Fargo will terminate and be of no force or effect upon the expiration of the term of this Agreement.

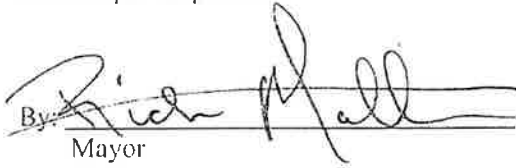
24. Execution of Documents. The parties agree to execute such documents as may be necessary to effectuate the terms of this Agreement, and that the individuals executing this Agreement are duly authorized to execute this Agreement by the governing bodies of Fargo and West Fargo.
25. Dispute Resolution. In the event West Fargo and Fargo have a dispute regarding the interpretation, enforcement, obligations, duties, the legal sufficiency or enforceability of this Agreement, the dispute will first be submitted to non-binding mediation, at which the parties will make a good faith attempt to resolve the dispute(s). The parties agree that if non-binding mediation fails to resolve the dispute, either party may then bring suit in a court venued in Cass County, North Dakota.

IN WITNESS WHEREOF, the parties have hereunto set their signatures the day and year below stated.

(Signatures contained on the following pages.)

CITY OF WEST FARGO, NORTH
DAKOTA,
a municipal corporation

DATED: July 1, 2017

By: 
Mayor

ATTEST:


City Auditor

CITY OF FARGO, NORTH DAKOTA,
a municipal corporation

DATED: July 1, 2017

By: _____


Mayor

ATTEST:


City Auditor



EXHIBIT 1

OFFICE OF THE CITY ADMINISTRATOR
Bruce P. Grubb

April 12, 2017

Tina Fisk
City Administrator
City of West Fargo
800 4th Ave. E.
West Fargo, ND 58078

Re: Fargo Wastewater Service to West Fargo

Dear Ms. Fisk,

INTRODUCTION

Please accept this letter proposal in response to our recent discussions regarding wastewater service to West Fargo. We are aware that West Fargo is considering several options for future wastewater collection and treatment. As such, the City of Fargo is pleased to have the opportunity to submit this letter proposal for your consideration.

We have evaluated the technical feasibility of a regional West Fargo/Fargo wastewater system that included individual evaluations of collection/conveyance infrastructure and treatment infrastructure. The evaluations have shown that a regional system is technically feasible and is discussed in greater detail in the following sections. We have also completed an evaluation of the financial impacts to both West Fargo and Fargo as a result of the systems interconnection. Please be aware that we have thoroughly examined the infrastructure funding requirements and have attempted to provide West Fargo with the most economical pricing structures possible.

For your convenience, we have structured this letter proposal under a format similar to our previous letter proposal related to water service. As such, the letter includes the following sections:

INTRODUCTION

TECHNICAL EVALUATION

1. Wastewater Treatment Capacity
2. Wastewater Service Options

FINANCIAL EVALUATION

1. Consecutive User Option
2. Capacity Ownership Option

SUMMARY



200 North Third Street • Fargo, ND 58102 • Phone (701)241-1310 • Fax (701) 476-4136

TECHNICAL EVALUATION

1. Wastewater Treatment Capacity

The Fargo Wastewater Treatment Facility (WWTF) has a present average daily treatment capacity of 15 million gallons per day (mgd). In 2016, the “actual” average daily flow of wastewater treated was 12 mgd, leaving an average daily capacity available of 3mgd. However, to accommodate a certain amount of growth in advance of the WWTF expansion, Fargo can offer 2.5 mgd of capacity to West Fargo. The 2.5mgd flow is based on a preliminary analysis of both hydraulic and biological/loading considerations. The WWTF expansion is scheduled to be complete in 2021, at which point, we have projected an available capacity of approximately 6.5mgd.

A preliminary timeline related to available treatment capacity for West Fargo is shown below:

- Present Day Available Capacity (2017): 1.0 mgd
- Near Term Available Capacity (2018): 2.5 mgd
- Future Available Capacity (2021): 6.5 mgd

2. Wastewater Conveyance Capacity

In addition to treatment capacity, conveyance capacity has also been examined in detail. We have evaluated a number of different options to convey West Fargo wastewater to the WWTF. The preferred option based on hydraulic modeling would involve West Fargo to pumping their wastewater to a connection point near the intersection of 19th Avenue North and 57th Street (Figure 1). West Fargo would own the infrastructure from the pump station to the point of connection. Fargo would own the infrastructure from the point of connection to the WWTF.

Fargo is presently planning to install a new sewer line along 19th Avenue North from the point of connection to 45th Street. Based on discussions with West Fargo Public Works staff, it is our understanding that the new sewer should be sized to accommodate future (full build-out) flows from West Fargo of 6.5mgd. This will require an up-sizing of the new sewer along 19th Avenue North from a 15” line to a 36” line at an estimated cost of approximately \$1 million. West Fargo would be responsible for the additional cost related to the up-sizing. Fargo would recover the up-sizing costs as a capital component of the overall volumetric rate.

While 100% of West Fargo’s full build-out flow could be accommodated at the point of connection, Fargo encourages collaboration with West Fargo to evaluate other potential points of connection that may offer some efficiencies and economies to both Cities. Attached for your reference is a draft regional wastewater service area map that was prepared by a regional working group with representation from West Fargo, Horace and Fargo. *Please note that the West Fargo lagoons will no longer be necessary once the WWTF expansion is completed and functional in 2021.*

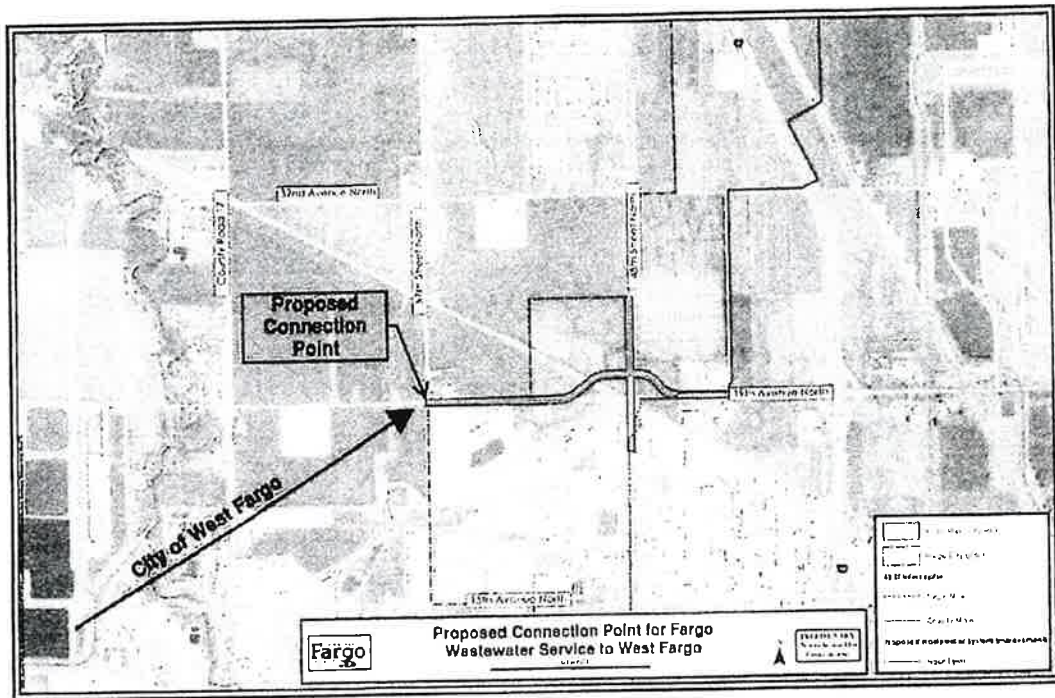


Figure 1 – Proposed Connection Point for Fargo Wastewater Service to West Fargo

FINANCIAL EVALUATION

1. CONSECUTIVE USER OPTION

As you are aware, Fargo currently provides wastewater service to other regional customers. The other regional customers have a fee structure that is based on a flat monthly fee. Under the consecutive user option, we are proposing a fee structure based on a volumetric fee. Under a volumetric fee structure, West Fargo would be provided with a monthly billing statement that reflects a volumetric fee per 1,000 gallons of wastewater. The volumetric fee being proposed includes two components: conveyance/treatment and capital repayment (up-sizing costs). The conveyance/treatment component would be based on actual measured flow with a rate based on the following:

• Conveyance/Treatment Calculation:	
Total Cost per 1,000 gallons	\$4.29
Less DIV 60 Sewer Operating	(\$0.11)
Less DIV 82 Sewer Collection System	(\$0.11)
Less DIV 83 Sump Pump Compliance	(\$0.04)
Less DIV 84 Wastewater Reuse	(\$0.08)
Less General Fund Transfers	(\$0.62)
<u>Less RA Model Discount</u>	<u>(\$0.33)</u>
Conveyance/Treatment Rate \$3.00 per 1,000 gallons	

West Fargo will be responsible for the capital cost of up-sizing the 19th Avenue North sewer to accommodate West Fargo. The up-sizing cost has been estimated at \$1,047,000 as reflect on the attached Exhibit A.

Therefore, the proposed consecutive user option for West Fargo would include an estimated \$1,047,000 capital contribution and a volumetric rate of \$3.00 per one thousand gallons as summarized below:

The initial rate would remain fixed for four years. Thereafter, rates would be adjusted, as necessary, by the same amount for all regional wastewater system customers.

2. CAPACITY OWNERSHIP OPTION

Under this option, West Fargo would purchase capacity (ownership) of a portion of the regional wastewater system which would include infrastructure components such as conveyance pipelines, lift stations and treatment facilities. This option would include an upfront capital contribution and a reduced volumetric rate. West Fargo would be guaranteed up to 6.5 mgd of average daily wastewater system capacity at the point of connection. The capacity guarantee would be phased as the expansion of Fargo's wastewater facilities is completed. The capacity value has been calculated as follows:

• Infrastructure Value:	
Existing Treatment Facility	\$51,123,133
Future Treatment Facility Expansion	\$115,000,000
Total Treatment Facility Value	\$166,123,133
• Ownership Calculation:	
Total Treatment Capacity	27mgd
Average Cost per Gallon	\$6.15
West Fargo Required Capacity	6.5mgd
West Fargo Share of Treatment	\$39,992,606
West Fargo Share of Collection	\$1,037,712
Total West Fargo Total Share	\$41,030,318
Less RA Model Discount	<u>(\$530,318)</u>
Capacity Ownership Charge	\$40,500,000 Lump Sum

In order to determine a volumetric discount for West Fargo, the capital contribution was depreciated over a 30-year lifespan and spread over an estimated annual flow to determine a volumetric equivalent. The resulting discount was \$0.25 per 1,000 gallons. This would result in a volumetric rate reduction to \$2.75 per one thousand gallons. The resulting volumetric rate calculations are as follows:

- **Volumetric Charge**

Wholesale Rate	\$3.33
Less RA Model Discount	(\$0.33)
<u>Less Buy-in Contribution</u>	<u>(\$0.25)</u>
West Fargo Volumetric Rate	\$2.75 per 1,000 gallons

Therefore, the proposed capacity ownership option for West Fargo would include a \$40.5 million capital contribution and a volumetric rate of \$2.75 per one thousand gallons as summarized below:

The initial volumetric rate would remain fixed for four years. Thereafter, rates would be adjusted, as necessary, by the same corresponding percentage for all regional wastewater system customers.

SUMMARY

In summary, Fargo's wastewater treatment and conveyance infrastructure has the capability of accepting 2.5 mgd of West Fargo average daily wastewater flow in early 2018. Ultimately, the expansion of Fargo's treatment and conveyance infrastructure will provide the capability of accepting up to 6.5mgd of West Fargo average daily wastewater flow. Expansion of the Fargo wastewater treatment and conveyance infrastructure is project to be complete in 2021 and, at that time, there will be no need to utilize and/or maintain the West Fargo lagoons for wastewater treatment.

	Capital Contribution	Volumetric Rate
1. Consecutive User Option	\$1,047,000	\$3.00/1,000 gallons
2. Capacity Ownership Option	\$40,500,000	\$2.75/1,000 gallons

As you are aware, the City Commissions of West Fargo and Fargo will need to formally approve the terms of a wastewater service agreement. We hope you find this letter proposal to be of benefit to West Fargo and we look forward to partnering with you on a wastewater service solution that meets your needs.

Sincerely,



Bruce P. Grubb, PE
City Administrator

C. Tony Gehrig, Liaison Commissioner
Jim Hausauer, Wastewater Utility Director
April Walker PE, City Engineer
Erik Johnson, City Attorney

Preliminary

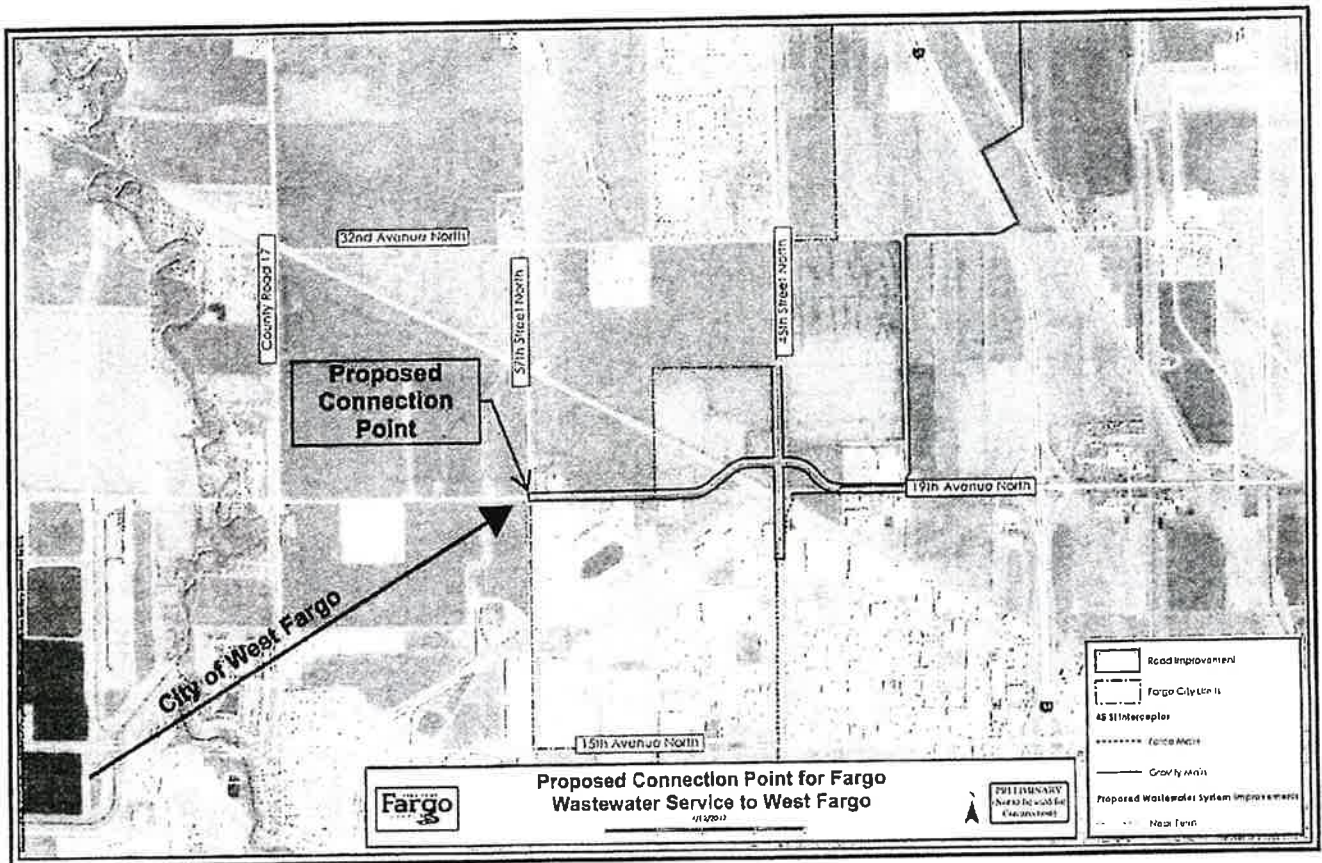
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Summary Table				
Material Costs				
Material	15"	36"	15"	36"
	Unit Price		Extended Price	
Pipe Material (\$/LF)	\$ 15.00	\$ 114.00	\$ 105,000.00	\$ 798,000.00
Class 5 Material (\$/LF of pipe)	\$ 54.00	\$ 76.00	\$ 378,000.00	\$ 532,000.00
F&I Manhole Reinf Conc (per manhole)	\$ 3,000.00	\$ 5,500.00	\$ 57,000.00	\$ 82,500.00
Subtotal			\$ 540,000.00	\$ 1,412,500.00
Contingency (20%)			\$ 108,000.00	\$ 282,500.00
Total			\$ 648,000.00	\$ 1,695,000.00
Difference =			\$	1,047,000.00

Assumptions	
15" Gravity Sewer	36" Gravity Sewer
- Length = 7,000 ft - Average Trench Depth = 17 feet - Average Trench Width = 8 feet - Assumes Class 3/5 backfill within trench - Assumes trenchbox installation - Assumes manhole separation of 400 feet based on 10 State Standards - Assumes 4' Dia Reinf Concrete Manhole 30% markup for pipe, class 5, and manhole (includes: overhead, profit, and installation) - Class 5 material price from Aggregate (\$11.50/ton) - Assumes 4' Dia Reinf Concrete Manhole - Assumes 15" SDR 35 PVC Pipe	- Length = 7,000 ft - Average Trench Depth = 19 feet - Average Trench Width = 10 feet - Assumes Class 3/5 backfill within trench - Assumes trenchbox installation - Assumes manhole separation of 500 feet based on 10 State Standards - Assumes 5' Dia Reinf Concrete Manhole 30% markup for pipe, class 5, and manhole (includes: overhead, profit, and installation) - Class 5 material price from Aggregate (\$11.50/ton) - Assumes 5' Dia Reinf Concrete Manhole - Assumes 36" SDR 26 PVC Pipe

Exhibit A.

EXHIBIT 2



Preliminary

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EXHIBIT 3

Summary Table				
Material Costs				
Material	15"	36"	15"	36"
	Unit Price		Extended Price	
Pipe Material (\$/LF)	\$ 15.00	\$ 114.00	\$ 105,000.00	\$ 798,000.00
Class 5 Material (\$/LF of pipe)	\$ 54.00	\$ 76.00	\$ 378,000.00	\$ 532,000.00
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CITY OF WEST FARGO, ND
Expenditure Budget vs. Actual Query
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Fund=1000,2060,2210,6010,6020,6025,7000 , AND Object=110,114,220,230,240,320

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
1000	GENERAL						
412000	COURT						
110	PERMANENT EMP SALARIES	14,161.28	114,646.49	185,336.00	185,336.00	70,689.51	62%
220	SOCIAL SECURITY	1,391.62	11,440.29	18,191.00	18,191.00	6,750.71	63%
230	RETIREMENT	2,302.62	18,360.31	30,136.00	30,136.00	11,775.69	61%
240	WORKFORCE SAFETY INSURANCE	0.00	321.03	379.00	379.00	57.97	85%
320	HEALTH INSURANCE	3,193.76	26,257.08	56,928.00	56,928.00	30,670.92	46%
	Account Total:	21,049.28	171,025.20	290,970.00	290,970.00	119,944.80	59%
414000	ADMINISTRATION						
110	PERMANENT EMP SALARIES	39,520.92	366,926.10	764,007.00	719,114.92	352,188.82	51%
114	PART TIME SALARIES	1,466.40	19,771.58	0.00	0.00	-19,771.58	0%
220	SOCIAL SECURITY	2,930.95	27,130.52	58,447.00	55,012.76	27,882.24	49%
230	RETIREMENT	6,420.60	58,925.74	124,228.00	116,928.55	58,002.81	50%
240	WORKFORCE SAFETY INSURANCE	0.00	1,279.93	1,511.00	1,462.00	182.07	88%
320	HEALTH INSURANCE	6,266.31	54,824.44	121,995.00	107,561.04	52,736.60	51%
	Account Total:	56,605.18	528,858.31	1,070,188.00	1,000,079.27	471,220.96	53%
414100	FINANCE						
110	PERMANENT EMP SALARIES	36,852.68	361,820.96	548,399.00	548,399.00	186,578.04	66%
220	SOCIAL SECURITY	2,608.70	25,953.41	41,953.00	41,953.00	15,999.59	62%
230	RETIREMENT	5,968.17	54,606.12	89,170.00	89,170.00	34,563.88	61%
240	WORKFORCE SAFETY INSURANCE	0.00	641.24	757.00	757.00	115.76	85%
320	HEALTH INSURANCE	7,419.88	62,127.62	139,478.00	139,478.00	77,350.38	45%
	Account Total:	52,849.43	505,149.35	819,757.00	819,757.00	314,607.65	62%
414101	ASSESSOR						
110	PERMANENT EMP SALARIES	41,351.54	375,298.85	508,733.00	508,733.00	133,434.15	74%
220	SOCIAL SECURITY	2,950.24	26,845.22	38,918.00	38,918.00	12,072.78	69%
230	RETIREMENT	6,709.80	60,064.70	82,720.00	82,720.00	22,655.30	73%
240	WORKFORCE SAFETY INSURANCE	0.00	468.43	553.00	553.00	84.57	85%
320	HEALTH INSURANCE	6,584.55	57,591.27	94,773.00	94,773.00	37,181.73	61%
	Account Total:	57,596.13	520,268.47	725,697.00	725,697.00	205,428.53	72%
414102	ECONOMIC DEVELOPMENT						
110	PERMANENT EMP SALARIES	8,976.00	84,108.00	120,494.00	120,494.00	36,386.00	70%
220	SOCIAL SECURITY	636.94	5,999.10	9,218.00	9,218.00	3,218.90	65%
230	RETIREMENT	1,459.50	13,176.75	19,592.00	19,592.00	6,415.25	67%
240	WORKFORCE SAFETY INSURANCE	0.00	135.53	160.00	160.00	24.47	85%
320	HEALTH INSURANCE	1,928.59	16,871.36	28,508.00	28,508.00	11,636.64	59%
	Account Total:	13,001.03	120,290.74	177,972.00	177,972.00	57,681.26	68%
414103	HUMAN RESOURCE						
110	PERMANENT EMP SALARIES	25,888.00	207,154.70	268,506.00	313,398.08	106,243.38	66%
114	PART TIME SALARIES	0.00	1,650.00	20,000.00	20,000.00	18,350.00	8%
220	SOCIAL SECURITY	1,858.15	14,874.79	22,071.00	25,505.24	10,630.45	58%
230	RETIREMENT	4,209.38	33,379.46	43,383.00	50,682.45	17,302.99	66%
240	WORKFORCE SAFETY INSURANCE	0.00	284.62	336.00	385.00	100.38	74%
320	HEALTH INSURANCE	4,341.39	33,071.20	36,004.00	50,437.96	17,366.76	

66%

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Fund=1000,2060,2210,6010,6020,6025,7000 , AND Object=110,114,220,230,240,320

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
1000 GENERAL							
	Account Total:	36,296.92	290,414.77	390,300.00	460,408.73	169,993.96	63%
414104 INFORMATION TECHNOLOGY							
110	PERMANENT EMP SALARIES	38,591.52	327,249.95	414,638.00	489,638.00	162,388.05	67%
220	SOCIAL SECURITY	2,829.96	24,090.29	31,720.00	37,420.00	13,329.71	64%
230	RETIREMENT	5,887.34	49,365.04	66,363.00	78,463.00	29,097.96	63%
240	WORKFORCE SAFETY INSURANCE	0.00	388.81	459.00	559.00	170.19	70%
320	HEALTH INSURANCE	5,404.57	45,781.02	59,564.00	76,664.00	30,882.98	60%
	Account Total:	52,713.39	446,875.11	572,744.00	682,744.00	235,868.89	65%
414200 ENGINEERING							
110	PERMANENT EMP SALARIES	81,121.97	735,204.66	1,019,454.00	1,019,454.00	284,249.34	72%
114	PART TIME SALARIES	2,288.00	12,919.50	20,000.00	20,000.00	7,080.50	65%
220	SOCIAL SECURITY	5,826.24	52,713.98	77,988.00	77,988.00	25,274.02	68%
230	RETIREMENT	12,774.94	114,692.34	165,763.00	165,763.00	51,070.66	69%
240	WORKFORCE SAFETY INSURANCE	0.00	955.50	1,128.00	1,128.00	172.50	85%
320	HEALTH INSURANCE	16,506.10	132,752.34	207,094.00	207,094.00	74,341.66	64%
	Account Total:	118,517.25	1,049,238.32	1,491,427.00	1,491,427.00	442,188.68	70%
415000 NON-DEPARTMENTAL							
220	SOCIAL SECURITY	456.14	4,039.89	5,642.00	5,642.00	1,602.11	72%
	Account Total:	456.14	4,039.89	5,642.00	5,642.00	1,602.11	72%
416200 COMMUNICATIONS							
110	PERMANENT EMP SALARIES	16,382.64	150,356.34	230,926.00	230,926.00	80,569.66	65%
220	SOCIAL SECURITY	1,235.65	11,331.49	17,666.00	17,666.00	6,334.51	64%
230	RETIREMENT	2,562.93	24,137.62	37,549.00	37,549.00	13,411.38	64%
240	WORKFORCE SAFETY INSURANCE	0.00	240.57	284.00	284.00	43.43	85%
320	HEALTH INSURANCE	1,486.69	15,463.48	52,437.00	52,437.00	36,973.52	29%
	Account Total:	21,667.91	201,529.50	338,862.00	338,862.00	137,332.50	59%
418000 PLANNING							
110	PERMANENT EMP SALARIES	63,817.60	590,192.80	916,451.00	916,451.00	326,258.20	64%
220	SOCIAL SECURITY	4,580.53	42,668.00	70,109.00	70,109.00	27,441.00	61%
230	RETIREMENT	10,376.72	95,745.45	148,527.00	148,527.00	52,781.55	64%
240	WORKFORCE SAFETY INSURANCE	0.00	881.80	1,041.00	1,041.00	159.20	85%
320	HEALTH INSURANCE	10,345.16	86,974.84	162,247.00	162,247.00	75,272.16	54%
	Account Total:	89,120.01	816,462.89	1,298,375.00	1,298,375.00	481,912.11	63%
421000 POLICE DEPARTMENT							
110	PERMANENT EMP SALARIES	611,730.69	5,600,845.69	7,683,920.00	7,683,920.00	2,083,074.31	73%
220	SOCIAL SECURITY	45,046.60	408,977.48	587,820.00	587,820.00	178,842.52	70%
230	RETIREMENT	92,580.35	829,800.80	1,182,628.00	1,182,628.00	352,827.20	70%
240	WORKFORCE SAFETY INSURANCE	0.00	77,110.91	91,032.00	91,032.00	13,921.09	85%
320	HEALTH INSURANCE	93,023.93	806,054.51	1,460,052.00	1,460,052.00	653,997.49	55%
	Account Total:	842,381.57	7,722,789.39	11,005,452.00	11,005,452.00	3,282,662.61	70%

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Fund=1000,2060,2210,6010,6020,6025,7000 , AND Object=110,114,220,230,240,320

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
1000	GENERAL						
430000	STREET						
	110 PERMANENT EMP SALARIES	57,568.77	542,345.63	724,947.00	724,947.00	182,601.37	75%
	220 SOCIAL SECURITY	4,054.48	38,394.90	55,458.00	55,458.00	17,063.10	69%
	230 RETIREMENT	8,404.80	79,700.62	112,023.00	112,023.00	32,322.38	71%
	240 WORKFORCE SAFETY INSURANCE	0.00	9,283.94	10,960.00	10,960.00	1,676.06	85%
	320 HEALTH INSURANCE	13,359.62	117,680.26	168,291.00	168,291.00	50,610.74	70%
	Account Total:	83,387.67	787,405.35	1,071,679.00	1,071,679.00	284,273.65	73%
430001	RIGHT OF WAY						
	110 PERMANENT EMP SALARIES	22,089.12	171,170.99	286,009.00	286,009.00	114,838.01	60%
	114 PART TIME SALARIES	1,291.25	41,168.31	50,000.00	50,000.00	8,831.69	82%
	220 SOCIAL SECURITY	1,737.83	15,793.60	25,705.00	25,705.00	9,911.40	61%
	230 RETIREMENT	2,897.42	25,088.95	44,554.00	44,554.00	19,465.05	56%
	240 WORKFORCE SAFETY INSURANCE	0.00	5,198.50	6,137.00	6,137.00	938.50	85%
	320 HEALTH INSURANCE	2,621.60	23,901.91	40,377.00	40,377.00	16,475.09	59%
	Account Total:	30,637.22	282,322.26	452,782.00	452,782.00	170,459.74	62%
450000	PUBLIC WORKS						
	110 PERMANENT EMP SALARIES	55,440.29	510,418.04	664,084.00	664,084.00	153,665.96	77%
	220 SOCIAL SECURITY	3,998.64	36,929.92	50,802.00	50,802.00	13,872.08	73%
	230 RETIREMENT	8,925.26	81,284.09	107,683.00	107,683.00	26,398.91	75%
	240 WORKFORCE SAFETY INSURANCE	0.00	6,687.66	7,895.00	7,895.00	1,207.34	85%
	320 HEALTH INSURANCE	11,369.68	99,273.78	132,434.00	132,434.00	33,160.22	75%
	Account Total:	79,733.87	734,593.49	962,898.00	962,898.00	228,304.51	76%
455000	FLEET AND FACILITY						
	110 PERMANENT EMP SALARIES	76,346.50	710,706.73	854,184.00	854,184.00	143,477.27	83%
	220 SOCIAL SECURITY	5,518.88	51,564.87	64,733.00	64,733.00	13,168.13	80%
	230 RETIREMENT	12,251.45	111,929.04	136,907.00	136,907.00	24,977.96	82%
	240 WORKFORCE SAFETY INSURANCE	0.00	19,850.35	23,434.00	23,434.00	3,583.65	85%
	320 HEALTH INSURANCE	12,350.46	107,711.36	213,656.00	213,656.00	105,944.64	50%
	Account Total:	106,467.29	1,001,762.35	1,292,914.00	1,292,914.00	291,151.65	77%
	Fund Total:	1,662,480.29	15,183,025.39	21,967,659.00	22,077,659.00	6,894,633.61	69%
2060	FIRE FUND						
415200	FIRE						
	110 PERMANENT EMP SALARIES	283,482.43	2,565,412.30	3,522,935.00	3,522,935.00	957,522.70	73%
	114 PART TIME SALARIES	9,444.24	99,873.37	39,000.00	39,000.00	-60,873.37	256%
	220 SOCIAL SECURITY	21,501.62	196,078.75	269,505.00	269,505.00	73,426.25	73%
	230 RETIREMENT	39,805.18	355,671.79	507,538.00	507,538.00	151,866.21	70%
	240 WORKFORCE SAFETY INSURANCE	0.00	42,975.49	50,734.00	50,734.00	7,758.51	85%
	320 HEALTH INSURANCE	42,844.28	365,406.53	726,266.00	726,266.00	360,859.47	50%
	Account Total:	397,077.75	3,625,418.23	5,115,978.00	5,115,978.00	1,490,559.77	71%

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Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
Fund Total:		397,077.75	3,625,418.23	5,115,978.00	5,115,978.00	1,490,559.77	71%
2210 FORESTRY							
428000 FORESTRY							
110	PERMANENT EMP SALARIES	8,933.94	82,354.74	123,954.00	123,954.00	41,599.26	66%
114	PART TIME SALARIES	0.00	8,128.89	22,000.00	22,000.00	13,871.11	37%
220	SOCIAL SECURITY	635.36	6,509.64	11,165.00	11,165.00	4,655.36	58%
230	RETIREMENT	1,429.84	13,185.42	20,155.00	20,155.00	6,969.58	65%
240	WORKFORCE SAFETY INSURANCE	0.00	4,488.65	5,299.00	5,299.00	810.35	85%
320	HEALTH INSURANCE	1,520.33	12,134.12	9,269.00	9,269.00	-2,865.12	131%
Account Total:		12,519.47	126,801.46	191,842.00	191,842.00	65,040.54	66%
Fund Total:		12,519.47	126,801.46	191,842.00	191,842.00	65,040.54	66%
6010 HEALTH & SANITATION							
450200 SANITATION							
110	PERMANENT EMP SALARIES	101,027.93	1,015,392.56	1,360,843.00	1,360,843.00	345,450.44	75%
114	PART TIME SALARIES	200.00	4,568.00	15,000.00	15,000.00	10,432.00	30%
220	SOCIAL SECURITY	7,401.57	74,594.87	104,104.00	104,104.00	29,509.13	72%
230	RETIREMENT	15,880.75	156,907.79	212,818.00	212,818.00	55,910.21	74%
240	WORKFORCE SAFETY INSURANCE	0.00	42,153.83	49,764.00	49,764.00	7,610.17	85%
320	HEALTH INSURANCE	17,156.85	158,212.78	293,250.00	293,250.00	135,037.22	54%
Account Total:		141,667.10	1,451,829.83	2,035,779.00	2,035,779.00	583,949.17	71%
Fund Total:		141,667.10	1,451,829.83	2,035,779.00	2,035,779.00	583,949.17	71%
6020 WATER ENTERPRISE							
450000 PUBLIC WORKS							
110	PERMANENT EMP SALARIES	64,401.36	538,807.20	711,748.00	711,748.00	172,940.80	76%
114	PART TIME SALARIES	0.00	8,749.39	0.00	0.00	-8,749.39	0%
220	SOCIAL SECURITY	4,582.49	39,516.61	54,449.00	54,449.00	14,932.39	73%
230	RETIREMENT	9,854.96	81,177.62	107,600.00	107,600.00	26,422.38	75%
240	WORKFORCE SAFETY INSURANCE	0.00	7,430.54	8,772.00	8,772.00	1,341.46	85%
320	HEALTH INSURANCE	12,270.02	91,371.00	125,867.00	125,867.00	34,496.00	73%
Account Total:		91,108.83	767,052.36	1,008,436.00	1,008,436.00	241,383.64	76%
Fund Total:		91,108.83	767,052.36	1,008,436.00	1,008,436.00	241,383.64	76%
6025 SEWER ENTERPRISE							

10/11/24
09:37:53

CITY OF WEST FARGO, ND
Expenditure Budget vs. Actual Query
For the Accounting Period: 9 / 24

Page: 5 of 5
Report ID: B100A

Fund=1000,2060,2210,6010,6020,6025,7000 , AND Object=110,114,220,230,240,320

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
6025 SEWER ENTERPRISE							
450000 PUBLIC WORKS							
110	PERMANENT EMP SALARIES	81,767.14	786,927.25	1,098,968.00	1,098,968.00	312,040.75	72%
220	SOCIAL SECURITY	5,883.29	56,905.02	84,071.00	84,071.00	27,165.98	68%
230	RETIREMENT	12,392.13	114,745.60	173,326.00	173,326.00	58,580.40	66%
240	WORKFORCE SAFETY INSURANCE	0.00	12,012.37	14,181.00	14,181.00	2,168.63	85%
320	HEALTH INSURANCE	16,015.20	145,416.71	200,147.00	200,147.00	54,730.29	73%
Account Total:		116,057.76	1,116,006.95	1,570,693.00	1,570,693.00	454,686.05	71%
Fund Total:		116,057.76	1,116,006.95	1,570,693.00	1,570,693.00	454,686.05	71%
7000 LIBRARY							
411600 LIBRARY							
110	PERMANENT EMP SALARIES	86,705.41	764,534.82	950,251.00	1,079,955.00	315,420.18	71%
114	PART TIME SALARIES	4,841.05	54,144.67	136,858.00	136,858.00	82,713.33	40%
220	SOCIAL SECURITY	6,786.53	60,809.35	83,164.00	83,164.00	22,354.65	73%
230	RETIREMENT	14,053.82	123,704.68	175,722.00	175,722.00	52,017.32	70%
240	WORKFORCE SAFETY INSURANCE	0.00	2,019.43	2,384.00	2,384.00	364.57	85%
320	HEALTH INSURANCE	13,320.31	110,406.00	205,554.00	205,554.00	95,148.00	54%
Account Total:		125,707.12	1,115,618.95	1,553,933.00	1,683,637.00	568,018.05	66%
Fund Total:		125,707.12	1,115,618.95	1,553,933.00	1,683,637.00	568,018.05	66%
Grand Total:		2,546,618.32	23,385,753.17	33,444,320.00	33,684,024.00	10,298,270.83	69%



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9338 (9-2023)

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

Games to be conducted

☐ Raffle by a Political or Legislative District Party

☒ Bingo ☐ Raffle ☐ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker* ☐ Twenty-One* ☐ Paddlewheels*

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.

LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group Legacy Elementary PTO		Dates of Activity (Does not include dates for the sales of tickets) 10-25-2024	
Organization or Group Contact Person Kala Frelot		E-mail kala.frelot@gmail.com	Telephone Number 701-388-1843
Business Address 5150 9th St. W		City West Fargo	State ND
Mailing Address (if different) 5150		City	ZIP Code 58078

SITE INFO

Site Name Legacy Elementary		County Cass	
Site Physical Address 5150 9th St. W		City West Fargo	State ND
			ZIP Code 58078
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Bingo on October 25, 2024			

PRIZE / AWARD INFO (If More Prizes, Attach An Additional Sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
Bingo	Books	\$250
\$1000 cash		Total (limit \$40,000 per year) \$ 250

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) ☐ Yes ☒ No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) ☐ Yes ☒ No	
Has the organization or group received a local permit from any city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) ☒ No ☐ Yes - Total Retail Value: (This amount is part of the total prize limit for \$40,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) ☐ Yes ☒ No	

Printed Name of Organization Group's Permit Organizer Kala Frelot	Telephone Number 701-388-1843	E-mail Address kala.frelot@gmail.com
Signature of Organization Group's Permit Organizer Kala Frelot	Title Events Chairman	Date 10/9/2024

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Lisa Sankey
2. PHONE NUMBER: 701-515-5370 DATE: October 7, 2024
3. AGENDA TITLE: Public Hearing - A24-27 Zoning Ordinance Amendments to Title IV Maximum Residential Lot Coverage, Approval of First Reading of Ordinance
4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
On September 16th, the City Commission directed staff to amend residential zoning regulations relating to lot coverage. The proposed amendments seek to increase maximum lot coverage in residential districts by five percent, as well as amend the definition of lot coverage. The Planning & Zoning Commission recommended approval of the proposed ordinance amendment at their October 8, 2024 meeting.
5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable): N/A
6. ACTION BEING REQUESTED FROM CITY COMMISSION:
Hold public hearing and approve First Reading of the Zoning Ordinance Amendment (Ordinance No. 1251)

STAFF REPORT

A24-27 ZONING ORDINANCE AMENDMENTS	
Zoning Ordinance Amendment to Title IV of the City Ordinances (Zoning Regulations)	
Applicant: City of West Fargo	Staff Contact: Lisa Sankey
Planning and Zoning Commission Public Hearing:	10/08/2024 – Approved
City Commission Public Hearing & 1 st Reading:	10/21/24
2 nd Reading:	

PURPOSE:

The purpose of the proposed amendment is to modify maximum lot coverage in residential zoning districts, as well as amending the definition of lot coverage.

DISCUSSION AND OBSERVATIONS:

- The West Fargo City Commission directed staff to amend residential zoning regulations relating to lot coverage. The proposed amendments seek to increase maximum lot coverage in residential districts by five percent.
- Discussion during the September 16, 2024 City Commission related to a request by a property owner asking that lot coverage be increased from 30% to 35%.
- The definition of lot coverage is the amount of land covered or permitted to be covered by principal buildings, accessory buildings and required parking spaces, which is similar to other ordinances within the state.
- The amendment to the definition would be to remove “required parking spaces”.
- Impervious surface areas include driveways and parking areas. Impervious surface maximums are not changing.
- Uncovered porches (decks) are not included in this calculation; however, covered (enclosed porches) are included.
- Lot coverages vary substantially across zoning districts throughout the state and West Fargo’s residential districts currently range from 15% to 45%.
- Proposed changes would pertain to residential dwellings within the R-1LA – Large Single Family Dwelling, R-1A: Single Family Dwelling, R-1B: Special Single Family Dwelling, R-1: One & Two Family Dwelling, R-2: Limited Multiple Dwellings, R-3: Multiple Dwellings and the R-5: Mobile Home (Manufactured) Subdivision Districts.
- Specific text amendments are attached to this staff report.

NOTICES:

Sent to: Notice in the official newspaper.

Comments Received:

- None to date.

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

- The proposed amendments do not make major substantive changes to the existing ordinances and are consistent with the Comprehensive Plan.

STAFF REPORT

PLANNING & ZONING COMMISSION ACTION:

At their October 8, 2024 meeting, the Planning & Zoning Commission voted to recommend approval of the proposed amendments to Title IV as presented on the basis they are consistent with the comprehensive plan.

RECOMMENDATION:

It is recommended that the City approve the proposed amendments on the basis that they are consistent with City plans and ordinances.

Attachments

- Table with existing yard requirements with proposed lot coverage increases.
- Draft Ordinance #1251 with proposed text amendment regarding lot coverage.

**City of West Fargo
Zoning Districts Summary**

	Rural Resident	Rural Estate	Large Lot Style Family	Single Family	Special Single Family	One & Two Family	Special One & Two Family	Mixed One & Two Family	Limited Multiple Dwelling	Multiple Dwelling
	R-R	R-1E	R-L1A	R-1A	R-1B	R-1	R-1S	R-1SM	R-2	R-3
Max Density (units/acre)	0.333	1	4.4	7.3	7.3	12.4	14.5	14.5	21	24
Min. Lot Area (acres or SF)	2.5	1	10,000	6,000	6,000	5,000	4,000	3,600		
						7,000	6,000	6,000	5,000	3,000
Min. Lot Width (Ft)	150	120	75	60	60	50	40	36**	50	50
						70	60	60	60	60
Setback - Front	40	30	25	25	20	25	15	20	25	25
	*	*								
Setback - Interior Side	20	10	6	6	5	5	5	4	variable	variable
Setback - Street Side	30	30	12	12	12	12	12	12	12	12
Setback - Rear	30	30	30	30	25	30	20	20	30	30
										25
Max. Lot Coverage (%)	15	15	30	30	35	30	45	45	30	30
Two Family									35	35
Multiple Dwellings									40	40
Max. Lot Coverage (%)			35	35	40	35			35	35
Two Family									40	40
Multiple Dwellings									45	45
Min. Open Space (%)			30	30	30	30	30	30	30	30
									25	25
Max Height (Ft)	35	35	30	30	30	30	30	35	30	30
									35	35
Min. Lot Depth (Ft)	200	200	120	100	100	100	100	100	100	100

KEY:

* = addition setback from street centerline

** = variation in lot width required

ORDINANCE NO. 1251

AN ORDINANCE TO AMEND AND REENACT CHAPTER 4-200 REGARDING THE DEFINITION OF LOT COVERAGE, AND TO AMEND AND REENACT SECTIONS 4.421-C.4, 4.422-A.4, 4-423.4, 4-424.4, 4-425.4, AND 4-426-A.4 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO RELATING TO MAXIMUM LOT COVERAGE.

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

SECTION 1. The definition of “Lot Coverage” in Chapter 4-200 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows. No other changes are being made in Chapter 4-200.

LOT COVERAGE: The amount of land covered or permitted to be covered by principal buildings, accessory buildings, as measured along the outside wall at ground level, and for covered porches as measured from the support posts for roofed areas ~~and required parking spaces~~. When including other impervious surface areas such as driveways, parking areas which are not required or other areas, the total lot coverage may not exceed seventy (70) percent for single family and two-family lots, or seventy-five (75) percent for townhomes and multiple dwelling lots. Lot coverage percentages shall apply to front yards independently and to the entire lot in aggregate.

SECTION 2. Section 4.421-C.4 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

4.421-C.4. Yard Requirements for the R-L1A District.

	<u>One- Family</u>	<u>Accessory Buildings</u>	<u>Other Buildings</u>
a. Lot Area Minimum (ft ²)	10,000		
b. Lot Width Minimum (ft)	75		
c. Lot Depth Minimum (ft)	120		
d. Front Yard Minimum (ft)	25	25	25
e. Rear Yard Minimum (ft)	30	3	30
f. Side Yard Minimum (ft)	6 ⁽¹⁾	3 ⁽¹⁾	10 ⁽¹⁾
g. Maximum Lot Coverage ⁽²⁾	30 35%		20%
h. Maximum Height (ft)	30	15	25 ⁽³⁾
i. Minimum Green Area ⁽⁴⁾	30%		30%

- ⁽¹⁾ On corner lots, a side yard facing a public way shall be a minimum of 12 feet, except when a driveway to a garage is located in said side yard, in which case, the side yard shall be a minimum of 20 feet. An accessory building or use which includes a driveway on the street side shall maintain the same setback requirements as required for the principal use.

- (2) For any main building and all accessory buildings. Impervious surface areas shall be limited to a maximum of 70%.
- (3) For any building over 30 feet in height, required yards shall be increased by one (1) foot for every two (2) feet of building height over the limit.
- (4) Green area coverage shall apply to the front yard, independently, and to the entire parcel in aggregate.

SECTION 3. Section 4.422.4 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

4.422.4. Yard Requirements for the R-1A District.

		<u>One-Family</u>	<u>Accessory Buildings</u>	<u>Other Buildings</u>
a.	Lot Area Minimum (ft ²)	6,000		
b.	Lot Width Minimum (ft)	60		
c.	Lot Depth Minimum (ft)	100		
d.	Front Yard Minimum (ft)	25	25	25
e.	Rear Yard Minimum (ft)	30	3	30
f.	Side Yard Minimum (ft)	6 ⁽¹⁾	3 ⁽¹⁾	10
g.	Maximum Lot Coverage ⁽²⁾	30 35%		
h.	Maximum Height (ft)	30	15	⁽³⁾
i.	Minimum Green Area ⁽⁴⁾	30%		30%

- (1) On corner lots, a side yard facing a public way shall be a minimum of 12 feet, except when a driveway to a garage is located in said side yard, in which case, the side yard shall be a minimum of 20 feet, except for lots of 50 feet or less, in which case the minimum setback for the garage shall be 18 feet. In this case, the house may be 12 feet, but garage must be a minimum of 20 feet on lots greater in width than 50 feet, or 18 feet on lots 50 feet or less in width.
- (2) For any main building and all accessory buildings. Impervious surface areas shall be limited to a maximum of 70%.
- (3) For any building over 35 feet in height, required yards shall be increased by one (1) foot for every two (2) feet of building height over the limit.
- (4) Green area coverage shall apply to the front yard, independently, and to the entire parcel in aggregate.

SECTION 5. Section 4.422-A.4 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

4.422-A.4. Yard Requirements for the R-1B District.

		<u>One-Family</u>	<u>Accessory Buildings</u>	<u>Other Buildings</u>
1.	Lot Area Minimum (ft ²)	6,000		
2.	Lot Width Minimum (ft)	60		
3.	Lot Depth Minimum (ft)	100		
4.	Front Yard Minimum (ft)	20 ⁽¹⁾	N/A	25
5.	Rear Yard Minimum (ft)	25	3	30
6.	Side Yard Minimum (ft)	5 ⁽¹⁾	3 ⁽²⁾	10
7.	Maximum Lot Coverage ⁽³⁾	35 40%		
8.	Maximum Height (ft)	30	15	⁽⁴⁾
9.	Minimum Green Area ⁽⁵⁾	30%		30%

(1) Garages shall be set back a minimum of 25 feet from the front property line. Garages are limited to 50% of the front building width.

(2) On corner lots, a side yard facing a public way shall be a minimum of 12 feet, except when a driveway to a garage is located in said side yard, in which case, the side yard shall be a minimum of 20 feet.

(3) For any main building and all accessory buildings. Impervious surface areas shall be limited to a maximum of 70%.

(4) For any building over 35 feet in height, required yards shall be increased by one (1) foot for every two (2) feet of building height over the limit.

(5) Green area coverage shall apply to the front yard independently, and to the entire parcel in aggregate.

SECTION 6. Section 4-423.4 of the Revised Ordinances of 1990 of the City of West

Fargo, North Dakota, is hereby amended and reenacted to read as follows:

4-423.4. Yard Requirements for the R-1 District.

	<u>One-Family</u>	<u>Two-Family</u>	<u>Twin Home/Townhomes</u>	<u>Accessory Buildings</u>	<u>Other Buildings</u>
a. Lot Area Minimum (ft ²)	5,000	7,000	3,500		
b. Lot Width Minimum (ft)	50	70	35		
c. Lot Depth Minimum (ft)	100	100	100		
d. Front Yard Minimum (ft)	25	25	25	25	25
e. Rear Yard Minimum (ft)	30	30	30	3	30
f. Side Yard Minimum (ft)	5 ⁽¹⁾	7 ⁽¹⁾	7 ⁽¹⁾	3 ⁽¹⁾	10
g. Maximum Lot Coverage ⁽²⁾	30 35%	30 35%	30 35%		
h. Maximum Height (ft)	30	30	30	15	⁽³⁾
i. Minimum Green Area ⁽⁴⁾	30%	30%	30%		30%

- (1) On corner lots, a side yard facing a public way shall be a minimum of 12 feet, except when the driveway to a garage is located in said side yard, in which case the side yard shall be a minimum of 20 feet, except for lots of 50 feet or less, in which case the minimum setback for the garage shall be 18 feet. In this case, the house may be 12 feet, but garage must be a minimum of 20 feet on lots greater in width than 50 feet, or 18 feet on lots 50 feet or less in width.
- (2) For main building and all accessory buildings. Impervious surface areas shall be limited to a maximum of 70%.
- (3) For any building over 35 feet in height, required yards shall be increased by one (1) foot for every two (2) feet of building height over the limit.
- (4) Green area coverage shall apply to the front yard independently and to the entire parcel in aggregate.

SECTION 7. Section 4-424.4 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

4-424.4. Yard Requirements for the R-2 District.

	<u>One-Family</u>	<u>Two-Family (Duplex or Twin Home) On Lots Created Prior to 1970</u>	<u>Two-Family Duplex or Twin Home) On Lots Created in 1970 Or Thereafter</u>	<u>Townhomes 3 or More Units</u>
a. Lot Area Minimum (ft ²)	5,000	6,000 ⁽⁶⁾	6,000 ⁽⁶⁾	3,000
b. Lot Width Minimum (ft)	50	50 ⁽⁷⁾	60 ⁽⁸⁾	24
c. Lot Depth Minimum (ft)	100	100	100	100
d. Front Yard Minimum (ft)	25	25	25	25
e. Rear Yard Minimum (ft)	30	30	30	30
f. Side Yard Minimum (ft)	5 ⁽²⁾	6 ⁽²⁾	6 ⁽²⁾	8 end ⁽²⁾ 0 int
g. Maximum Lot Coverage ⁽⁴⁾	30 35%	40%	35 40%	40 45%
h. Maximum Height (ft)	30	30	30	35 ⁽⁵⁾
i. Minimum Green Area ⁽⁹⁾	30%	30%	30%	25%
	<u>Multiple Dwellings</u>	<u>Accessory Buildings</u>	<u>Other Buildings</u>	
a. Lot Area Minimum (ft ²)	(1)			
b. Lot Width Minimum (ft)				
c. Lot Depth Minimum (ft)				
d. Front Yard Minimum (ft)	25	25	25	
e. Rear Yard Minimum (ft)	30	3	30	

f. Side Yard Minimum (ft)	(3)(2)	3 ⁽²⁾	10
g. Maximum Lot Coverage ⁽⁴⁾	40 45%		
h. Maximum Height (ft)	35 ⁽⁵⁾	15	⁽⁵⁾
i. Minimum Green Area ⁽⁹⁾	25%		30%

- (1) 1,800 ft² for each dwelling unit plus 200 ft² for each bedroom, with a minimum permitted lot area of 8,000 ft². Efficiency units shall be considered one-bedroom units for the purpose of lot computation.
- (2) On corner lots, a side yard facing a public way shall be a minimum of 12 feet, except when the driveway to a garage is located in said side yard, in which case the side yard shall be a minimum of 20 feet, except for lots of 50 feet or less, in which case the minimum for the garage shall be 18 feet. In this case, the house may be 12 feet, but garage must be a minimum of 20 feet on lots greater in width than 50 feet, or 18 feet on lots 50 feet or less in width.
- (3) 12% of the lot width, with a maximum of 12 feet, except that when multiple family structures with multiple floors are located adjacent to one and two-family properties, the minimum setback from the one and two-family property for the principal structure shall be increased by 20 feet for each additional floor above the ground floor.
- (4) For main building and all accessory buildings. Impervious surface areas shall be limited to a maximum of 75%.
- (5) For every building over 35 feet in height, required yards shall be increased by one (1) foot for every two (2) feet of building height over the limit.
- (6) A duplex which consists of 2 units on one lot is required to have a minimum lot area of 6,000 square feet. A twin home which consists of 2 units side by side with a common party wall is required to have a minimum lot area of 3,000 square feet for each unit.
- (7) A duplex is required to have a minimum lot width of 50 feet, whereas a twin home is required to have a minimum lot width of 25 feet for each unit.
- (8) A duplex is required to have a minimum lot width of 60 feet, whereas a twin home is required to have a minimum lot width of 30 feet for each unit.
- (9) Green area coverage shall apply to the front yard independently and to the entire parcel in aggregate.

SECTION 8. Section 4-425.4 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

4-425.4. Yard Requirements for the R-3 District.

	<u>One-Family</u>	<u>Two-Family (Duplex or Twin Home) On Lots Created Prior to 1970</u>	<u>Two-Family Duplex or Twin Home) On Lots Created in 1970 Or Thereafter</u>	<u>Townhomes 3 or More Units</u>
a. Lot Area Minimum (ft ²)	5,000	6,000 ⁽⁶⁾	6,000 ⁽⁶⁾	3,000
b. Lot Width Minimum (ft)	50	50 ⁽⁷⁾	60 ⁽⁸⁾	24
c. Lot Depth Minimum (ft)	100	100	100	100
d. Front Yard Minimum (ft)	25	25	25	25
e. Rear Yard Minimum (ft)	30	30	30	30
f. Side Yard Minimum (ft)	5 ⁽²⁾	6 ⁽²⁾	6 ⁽²⁾	8 end ⁽²⁾ 0 int
g. Maximum Lot Coverage ⁽⁴⁾	30 35%	40%	35 40%	40 45%
h. Maximum Height (ft)	30	30	30	35 ⁽⁵⁾
i. Minimum Green Area ⁽⁹⁾	30%	30%	30%	25%

	<u>Multiple Dwellings</u>	<u>Accessory Buildings</u>	<u>Other Buildings</u>
a. Lot Area Minimum (ft ²)	(1)		
b. Lot Width Minimum (ft)			
c. Lot Depth Minimum (ft)			
d. Front Yard Minimum (ft)	25	25	25
e. Rear Yard Minimum (ft)	25	3	30
f. Side Yard Minimum (ft)	(3)(2)	3 ⁽²⁾	10
g. Maximum Lot Coverage ⁽⁴⁾	40 45%		
h. Maximum Height (ft)	35 ⁽⁵⁾	15	(5)
i. Minimum Green Area ⁽⁹⁾	25%		25%

(1) 1,600 ft² for each dwelling unit plus 200 ft² for each bedroom, with a minimum permitted lot area of 8,000 ft². Efficiency units shall be considered one-bedroom units for the purpose of lot computation.

(2) On corner lots, a side yard facing a public way shall be a minimum of 12 feet, except when the driveway to a garage is located in said side yard, in which case the side yard shall be a minimum of 20 feet, except for lots of 50 feet or less, in which case the minimum setback for the garage shall be 18 feet. In this case, the house may be 12 feet, but garage must be a minimum of 20 feet on lots greater in width than 50 feet, or 18 feet on lots 50 feet or less in width.

(3) 12% of the lot width, with a maximum of 12 feet, except that when multiple family structures with multiple floors are located adjacent to one and two-family properties, the minimum setback from the one and two-family property for the principal structure shall be increased by 20 feet for each additional floor above the ground floor.

- (4) For main building and all accessory buildings, impervious surface areas shall be limited to a maximum of 75%.
- (5) For every building over 35 feet in height, required yards shall be increased by one (1) foot for every two (2) feet of building height over the limit.
- (6) A duplex which consists of 2 units on one lot is required to have a minimum lot area of 6,000 square feet. A twin home which consists of 2 units side by side with a common party wall is required to have a minimum lot area of 3,000 square feet for each unit.
- (7) A duplex is required to have a minimum lot width of 50 feet, whereas a twin home is required to have a minimum lot width of 25 feet for each unit.
- (8) A duplex is required to have a minimum lot width of 60 feet, whereas a twin home is required to have a minimum lot width of 30 feet for each unit.
- (9) Green area coverage shall apply to the front yard independently and to the entire parcel in aggregate.

SECTION 8. Section 4-426-A.4 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

	<u>One-Family</u>	<u>Accessory Buildings</u>	<u>Other Buildings</u>
a. Lot Area Minimum (ft ²)	6,000		
b. Lot Width Minimum (ft)	60		
c. Lot Depth Minimum (ft)	130		
d. Front Yard Minimum (ft)	20 ⁽¹⁾	(20)	20
e. Rear Yard Minimum (ft)	10	3	10
f. Side Yard Minimum (ft)	5 ⁽²⁾	3 ⁽²⁾	10
g. Maximum Lot Coverage ⁽³⁾	30 35%		
h. Maximum Height (ft) ⁽⁴⁾	30	15	

- (1) On lots to which the CO-SR district regulations apply, a minimum setback is not required, except when a driveway to a garage is located in said front yard, in which case the portion of the building with the driveway shall be a minimum of 20 feet.
- (2) On corner lots, a side yard facing a public way shall be a minimum of 12 feet, except when a driveway to a garage is located in said side yard, in which case, the side yard shall be a minimum of 20 feet.
- (3) For any main building and all accessory buildings.

- (4) For any building over 35 feet in height, required yards shall be increased by one (1) foot for every two (2) feet of building height over the limit.

SECTION 9. Effective Date. This ordinance shall be in full force and effect from and after the date of its final passage and publication.

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

ATTEST:

City Auditor

Date of First Reading:

Date of Second Reading:

Date of Publication:

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Aaron Nelson, Planning Director
2. PHONE NUMBER: 701-515-5370 DATE: October 21, 2024
3. AGENDA TITLE: A24-26 Zoning Ordinance Amendment to Title IV regarding landscaping, screening, & outdoor storage, Approval of Second Reading of Ordinance
4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
Targeted improvements to Title IV zoning & subdivision ordinances were identified as a priority short-term project within the West Fargo Planning Needs Assessment Action Plan in 2023. More-specifically, amendments to the landscaping, screening, and outdoor storage regulations were identified as needing attention mainly due to the overly complex and disjointed nature of the current standards. Additionally, there are some areas of overlapping and conflicting standards, which the proposed amendments seek to address. The Planning & Zoning Commission recommended approval of the proposed ordinance amendment at their September 10, 2024 meeting.
5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable): N/A
6. ACTION BEING REQUESTED FROM CITY COMMISSION:
Approve Second Reading of the Zoning Ordinance Amendment (Ordinance No. 1249)

STAFF REPORT

A24-26 Zoning Ordinance Amendments	
Zoning Ordinance Amendment to Title IV of the City Ordinance regarding Landscaping, Screening, & Outdoor Storage	
Applicant: City of West Fargo	Staff Contact: Aaron Nelson
Planning & Zoning Commission Introduction	July 9, 2024 – (discussion only)
Planning & Zoning Commission Introduction	August 13, 2024 – (discussion only)
Planning & Zoning Commission Public Hearing	September 10, 2024 – Approved
City Commission Public Hearing & 1 st Reading	October 7, 2024 – Approved
City Commission 2 nd Reading	October 21, 2024

PURPOSE:

Amendments to Title IV of the City Ordinances (zoning code) intended to organize and simplify existing landscape, screening, & outdoor storage standards for purposes of clarity.

DISCUSSION AND OBSERVATIONS:

- Targeted text amendments to Title IV zoning & subdivision ordinances were identified as a short-term project need within the West Fargo Planning Needs Assessment Action Plan in 2023. More specifically, amendments to the landscaping, screening, and outdoor storage regulations were identified as needing attention mainly due to the overly complex and disjointed nature of the current standards. Additionally, there are some areas of overlapping and conflicting standards, which the proposed amendments seek to address.

Landscaping Standards

- The landscaping standards of §4-449-A are proposed to be reorganized and updated for clarity and comprehension, without deviating from the overall intent. In all, there are five categories of landscaping that may apply to a given development, which are summarized here:
 - Open Space Landscaping** - Open Space Landscaping is general landscaping required within the open spaces and yards of a development. The amount of Open Space Landscaping required is based on the zoning district and the lot size of the development.
 - Parking Lot Perimeter Landscaping** - Parking Lot Perimeter Landscaping is landscaping located between a parking lot and a public street. It is used to screen parking lots located within close proximity to public streets & sidewalks.
 - Parking Lot Island Landscaping** - Parking Lot Islands are used to break-up large swaths of parking lot. Landscaped Parking Lot Islands are required where there are rows of 20 or more parking spaces.
 - Boulevard Trees** - Boulevard Trees are the City street trees located within boulevard areas of the public right-of-way. The City Forester maintains a list of permissible tree species, which are generally spaced every 25-30 feet within City boulevards.
 - Buffer Yards** - Buffer Yards are used to ease the transition between various intensities of land-use, such as between commercial and residential developments. Buffer Yards may consist of a combination of fencing and vegetation with the size of the Buffer Yard contingent on the

STAFF REPORT

potential for incompatibility between land uses (i.e., less compatible land uses require bigger buffers whereas more compatible land uses require smaller buffers).

- In addition, individual zoning districts that contain landscaping standards are proposed to be modified for consistency with Section 4-449-A Landscaping Standards.
- In the interest of protecting riverbank stability along the Sheyenne River corridor, language is proposed to prohibit the removal of tree roots and stumps within 50 feet of the riverbank.

Screening & Outdoor Storage Standards

- One of the issues with the current zoning regulations is that there are multiple different sections of code that regulate visual screening of certain areas or uses in slightly different ways. The proposed amendments seek to remove areas of overlapping standards and clarify when and where visual screening is required, particularly for outdoor storage areas in both commercial and residential districts. Proposed updates include:
 - 1) Duplicative screening provisions removed from Section 4-441 fencing standards
 - 2) Section 4-446 updated to clarify requirements for the parking and storage of vehicles and equipment (such as cars, trailers, boats, and RVs) within residential districts, including when and where visual screening is required.
 - 3) Section 4-447 updated to clarify required screening and fencing requirements for refuse containers and outdoor storage areas.
 - 4) Overlay zoning districts that include requirements for screening modified for consistency with Section 4-447 screening requirements.
 - 5) Section 4-449-A buffer yard screening updated within the Landscaping standards (as noted above)

NOTICES:

Sent to: Notice in the newspaper

Comments Received:

- None Received

PLANNING & ZONING COMMISSION ACTION:

At their September 10, 2024 meeting, the Planning & Zoning Commission voted to recommend approval of the proposed amendments to Title IV as presented on the basis that the proposed amendments are consistent with the comprehensive plan.

RECOMMENDATION:

It is recommended that the City approve the proposed amendments to Title IV as presented on the basis that the proposed amendments are consistent with the comprehensive plan.

Attachments:

- Proposed Ordinance No. 1249
- Draft Amendments from Sept 10 P&Z Meeting

ORDINANCE NO. 1249

AN ORDINANCE TO AMEND AND REENACT CHAPTER 4-200 RELATING TO DEFINITIONS; TO AMEND AND REENACT SECTIONS 4-427-A.4(3), 4-431.5, 4-431-A.4, 4-431-B.5, AND 4-431-C.5 RELATING TO LANDSCAPING STANDARDS; SECTION 4-441 RELATING TO GENERAL FENCING AND SCREENING REQUIREMENTS; AND TO REPEAL AND REENACT SECTION 4-446 RELATING TO CURRENTLY LICENSED MOTORIZED VEHICLE AND EQUIPMENT PARKING IN RESIDENTIAL DISTRICTS; TO REPEAL SECTION 4-447 RELATING TO PARKING AND/OR STORAGE OF CERTAIN VEHICLES, EQUIPMENT AND MATERIALS; TO RECREATE AND ENACT SECTION 4-447 RELATING TO SCREENING OF DUMPSTERS AND OUTDOOR STORAGE AREAS; TO REPEAL AND REENACT SECTION 4-449 RELATING TO LANDSCAPING; AND TO AMEND AND REENACT SECTION 4-573 RELATING TO ENFORCEMENT; ALL IN THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO.

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

SECTION 1. Chapter 4-200 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to include the following definitions:

APPROVED TREE LIST: A list of trees that is approved by the City Forester and the City of West Fargo to plant within the city limits.

BUFFER YARD: Landscaping that is used to obstruct the view of an adjacent property.

CITY FORESTER: The Forester is a city employee who is responsible for the promotion of the health and sustainability of the urban forest within the municipal limits of the City of West Fargo and providing public education as to the benefits, best use, and maintenance of the city's urban forest.

DECIDUOUS TREE: A tree that sheds all its leaves every year at a certain season.

EVERGREEN TREE: A tree, either broad leaf or conifer, which maintains at least a portion of its leaves or needles throughout the year.

FENCE: A structure constructed of any material or combination of materials that is erected to enclose or screen areas of land.

GROUND COVER: Grasses and other low-growing plants, vines, or grasses that form dense, extensive growth, and have a positive effect against soil erosion and soil moisture loss. Permeable natural landscape materials, such as mulch and rock, are also considered ground cover to the extent they are used in combination with live plant materials.

LANDSCAPING: The combination of elements such as trees, shrubs, ground covers, vines, and other organic material planted for shade, buffering, and the creation of a pleasing environment surrounding construction and development.

ORNAMENTAL TREE: A tree planted primarily for its decorative value or for screening and that, at its mature height, typically does not exceed 25 feet.

PERENNIAL: A non-woody plant that lasts for more than two growing seasons.

PERMEABLE MATERIAL: Any material that allows water and air to pass through it. In the context of landscaping, permeable material is required at the base of tree plantings, where ground cover must allow infiltration of water and air.

RIGHT-OF-WAY (ROW). An area of land under public ownership where facilities such as streets, sidewalks, street boulevards, railroads, or power lines are built.

RUNOFF. Water that is not absorbed by the ground surface or soil, and which flows onto other areas. With irrigation, runoff may result from water that is applied at too great a rate (application rate exceeds infiltration rate) or where a severe slope exists. Runoff is also generated when water from precipitation events cannot be absorbed by the surface on which it falls.

SHIPPING CONTAINER. A shipping container, also known as a conex box, is a large, six-sided steel unit generally in lengths of twenty (20), thirty (30), and forty (40) feet, originally constructed as a general cargo container suitable for transportation by ship, rail, and/or truck, and used for the transportation of goods and materials.

SWALE. A depression in grade to control and direct the flow of surface water.

TREE TOPPING: A type of pruning where most of the canopy is removed from a tree, leaving mostly branch stubs.

TURF: Any grassy area maintained by frequent mowing, fertilization and watering used for lawn and playing fields.

SECTION 2. Section 4-427-A.4, subsection 3, of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

4-427-A.4 SITE DEVELOPMENT STANDARDS.

* * *

3. Landscaping Requirements.

- a. On all property within the C-OP District, no less than 25% of the property shall be landscaped with trees, shrubs, grass, and other cultured plantings. The number of trees to be planted shall be in accordance with the Landscaping standards of §4-449-A, ~~no less than the total number of feet of the length of the lot perimeter divided by 50 feet.~~

~~b. Within parking lots, one landscaped island of at least 150 square feet shall be provided for every twenty parking spaces.~~

~~c. Ponds for the management of storm water shall not count toward the minimum landscaped standard.~~

SECTION 3. Section 4-431.5 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

4-431.5. Lot Design Standards.

1. ~~Open Space~~ Landscaping:

- a. All yard areas not covered by buildings, sidewalks or paved parking areas shall be landscaped in accordance with the Landscaping standards of § 4-449-A. A minimum of 10% of the lot area shall be landscaped.
- b. For properties abutting the designated streets, with the exception of Sheyenne Street between Interstate 94 and 40th Avenue, 32nd Avenue West of Sheyenne Street and 13th Avenue East, a minimum of 20 feet of landscaped open space shall be required to separate parking areas or access drives and front lot lines. For properties not abutting the designated streets or an arterial or collector roadway, a minimum of 5 feet of landscaped open space shall be required to separate parking areas or access drives and front lot lines. For properties abutting a designated collector or arterial roadway, as approved by the City Commission, a minimum of 10 feet of landscaped open space shall be required to separate parking areas or access drives and front lot lines.
- c. A minimum of 5 feet of landscaped open space shall be required to separate parking areas from side and rear lot lines and a minimum of 5 feet of open space shall be required to separate parking areas and building setback lines.
- d. A minimum of 3 feet of landscaped open space shall be required to separate access driveways and side or rear lot lines unless said driveway is used as a common access to two adjacent properties.
- e. ~~Ponds for management of storm water shall not count toward the minimum landscaped standard.~~

2. Building Construction:

- a. A higher construction standard is required in the Corridor Overlay District. In areas of the Corridor Overlay District, which is zoned Light Commercial, any exposed metal or fiberglass on all buildings shall be limited to no more than thirty (30) percent of any wall which fronts on a public street, provided

that it is coordinated into the architectural design. Seventy percent (70%) of any wall (façade area) which fronts on a public street shall be constructed of glass, brick, wood, stone, architectural concrete cast in place or precast concrete panels, or, as approved by the Commission(s), other integrated materials per the architectural design. In areas of the Corridor Overlay District which are also zoned Heavy Commercial District, Light Industrial District, and Heavy Industrial District, all buildings constructed of curtain wall panels of finished steel, aluminum or fiberglass shall be required to be faced with brick, wood, stone, architectural concrete cast in place or precast concrete panels on all wall surfaces with frontage on a public street. The required wall surface treatment may allow a maximum of seventy (70) percent of the metal or fiberglass wall to remain exposed if it is coordinated into the architectural design.

- (1) Additions, Alterations, and Accessory Buildings. All subsequent additions, exterior alterations and accessory buildings, constructed after the erection of an original building or buildings shall be of the same materials as those used in the original building and shall be designed in a manner conforming to the original architectural concept and general appearance. These provisions shall not prevent the upgrading of the quality of materials used in a remodeling or expansion program.
- (2) Appearance. Garages, accessory structures, screened walls and exposed areas of retaining walls shall be of a similar type, quality and appearance as the principal structure. These provisions shall not prevent the upgrading of the quality of materials used in a remodeling or expansion program.

~~3. Boulevard/Front Yard Plantings: The planting must be in conformance to any applicable major street corridor landscape plan developed as part of a subdivision, Planned Unit Development, or other site development plan adopted by the City. Each tree shall be at least 1½ inches in caliper and all tree species shall be as recommended by the City Forester.~~

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

54. Refuse Collection Areas and Outdoor Storage Areas: In addition to the requirements of Section 4-447, all refuse collection and outdoor storage areas shall only be permitted in rear yards and shall be visually screened from adjoining properties or streets.

65. Parking Areas:

- a. All parking areas shall be paved to provide a durable and dust-free surface.

- b. Light poles located within parking area perimeters shall be surrounded by curbed islands with a minimum distance of 4 feet from the center line of the light pole to the curb, or protected by an elevated concrete pedestal at least 3 feet in height and 2 feet in diameter.
 - c. Light poles located outside of paved parking areas shall be located a minimum of 4 feet from the curbed edge of the parking area, or protected by an elevated concrete pedestal of not less than 3 feet in height and 2 feet in diameter.
76. Fences: Fences along the Corridor Overlay District are not allowed within the required front yard along the designated streets of the development, except when a fence is an essential component of the development and is either approved as part of a Planned Unit Development for the development or as a conditional use. Special regard is given in residential areas for double frontage lots where the house faces a local street and the intended rear yard faces the designated street. Fences should be decorative and/or provide for added landscape treatments to meet the intent of the CO District and may be required to be set back to accomplish the intended effect. Once a fencing scheme has been approved, accessory buildings may be permitted, subject to the Supplementary District Regulations for accessory buildings and uses.

SECTION 4. Section 4-431-A.4 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

4-431-A.4 Site Development Standards.

1. Yard Setbacks. Structures adjacent to I-94 shall be set back a minimum of 100 feet from the interstate right-of-way for single and two-family uses. Principal structures for multiple family uses shall be set back a minimum of 100 feet from the interstate right-of-way with accessory structures set back a minimum of 50 feet. All other structures shall maintain a minimum setback of 50 feet from the interstate right of way, except for structures adjacent to interstate on and off-ramps, which shall maintain a minimum setback of 30 feet. All other yard setbacks shall be according to requirements of the underlying district.
2. Lot Coverage. For commercial and other non-residential uses, lot coverage by buildings shall not exceed 40%; for residential uses, lot coverage shall be the same as in the underlying district.
3. ~~Open Space~~ Landscaping and Buffers.
 - a. All yards adjacent to I-94 shall be landscaped open space. At least one tree shall be installed along the Interstate frontage for every 50 feet of interstate frontage. Trees may be grouped to create the desired effect. All yard areas not covered by buildings, sidewalks or paved parking areas shall be landscaped in accordance with the Landscaping Standards of § 4-449-A. A

minimum of 10% of the lot area shall be landscaped. ~~In addition to landscaped open space requirements along I-94, properties shall comply with the Open Landscaping requirements found in Section 4-431.5, pertaining to front, side and rear yards.~~

- b. Residential properties shall be buffered to minimize noise impacts from interstate traffic. Berming and vegetative buffers shall be created prior to development. For single family and two family uses berms shall be developed within an easement no less than 100 feet deep along I-94 and 30 feet deep along the on/off ramps and have a slope no greater than 3:1. Berms shall be required to be elevated six feet above the elevation of the driving lanes on I-94 with a lower elevation and more flexibility in design along the on/off ramps. The berms shall also have several rows of coniferous trees (evergreens) planted to provide year-round vegetative buffering. Berm easements should be placed so that there is minimal affect on utility easements. For multiple family residential uses, more flexibility is allowed in the design of berms and vegetative buffers.

4. Building Construction:

- a. A higher construction standard is required in the Interstate Corridor Overlay District. In areas of the Interstate Corridor Overlay District, which are zoned Light Commercial, Commercial Office Park, or Planned Unit Development and intended for light commercial uses, any exposed metal or fiberglass on all buildings shall be limited to no more than thirty (30) percent of any wall which fronts on a public street, provided that it is coordinated into the architectural design. Seventy percent (70%) of any wall (facade area) which fronts on a public street shall be constructed of glass, brick, wood, stone, architectural concrete cast in place or precast concrete panels, or, as approved by the Commission(s), other integrated materials per the architectural design. In areas of the Interstate Corridor Overlay District which are also zoned Heavy Commercial, Light Industrial, Heavy Industrial, or Planned Unit Development and intended for heavy commercial and industrial uses all buildings constructed of curtain wall panels of finished steel, aluminum or fiberglass shall be required to be faced with brick, wood, stone, architectural concrete cast in place or pre-cast concrete panels on all wall surfaces with frontage on a public street. The required wall surface treatment may allow a maximum of seventy (70) percent of the metal or fiberglass wall to remain exposed if it is coordinated into the architectural design.

- (1) Additions, Alterations, and Accessory Buildings. All subsequent additions, exterior alterations and accessory buildings, constructed after the erection of an original building or buildings shall be of the same materials as those used in the original building and shall be designed in a manner conforming to the original architectural concept and general appearance. These provisions shall not prevent

the upgrading of the quality of materials used in a remodeling or expansion program.

- (2) Appearance. Garages, accessory structures, screened walls and exposed areas of retaining walls shall be of a similar type, quality and appearance as the principal structure. These provisions shall not prevent the upgrading of the quality of materials used in a remodeling or expansion program.
5. Outdoor Displays, Storage, Truck Parking or Loading. In addition to the requirements of Section 4-447, aAll outdoor displays, storage, truck parking or loading shall be located to the side or rear of the building and screened with materials of the principal building and other screening, so that such uses are not directly visible from the Interstate and other public streets. Outdoor display areas shall be identified on the site plan and be subject to site and building plan review and approval. Display areas shall be established in such a manner as not to detract from the desired affects of the Interstate Corridor Overlay District.

SECTION 5. Section 4-431-B.5 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

4-431-B.5. Lot Design Standards.

1. ~~Open Space~~ Landscaping:
 - A. All yard areas not covered by buildings, sidewalks or paved parking areas (or fenced storage yards in industrial districts) shall be landscaped with grass, trees and other landscaping in accordance with the Landscaping Standards of § 4-449-A as approved by the City.
 - B. All required front yards and secondary front yards (side yards on corner lots fronting on a public street) shall be landscaped as open space.
 - C. A minimum of 5 feet of landscaped open space shall be required to separate parking areas from side and rear lot lines and a minimum of 5 feet of open space shall be required to separate parking areas and building setback.
 - D. A minimum of 3 feet of landscaped open space shall be required to separate access driveways and side or rear lot lines, unless side driveway is used as a common access to two adjacent properties.
 - E. Ponds for management of storm water shall not count toward the minimum landscaped standard.
2. Building Construction: A higher construction standard is required in the Redevelopment Corridor Overlay District. In areas of the Redevelopment Corridor

Overlay District, which is zoned Light Commercial, any exposed metal or fiberglass on all fronting buildings shall be limited to no more than thirty (30) percent of any wall which fronts on a public street, provided that it is coordinated into the architectural design. Seventy percent (70%) of any wall (facade area) which fronts on a public street shall be constructed of glass, brick, wood, stone, architectural concrete cast in place or precast concrete panels, or, as approved by the Commission(s), other integrated materials per the architectural design. In areas of the Redevelopment Corridor Overlay District which are also zoned Heavy Commercial, Light Industrial District, and Heavy Industrial District, all fronting buildings constructed of curtain wall panels of finished steel, aluminum or fiberglass shall be required to be faced with brick, wood, stone, architectural concrete cast in place or pre-cast concrete panels on all wall surfaces with frontage on a public street. The required wall surface treatment may allow a maximum of seventy (70) percent of the metal or fiberglass wall to remain exposed if it is coordinated into the architectural design. Truck loading dock areas shall be to the side or rear of the building so that they do not face a public street. Where this is not possible, special approval shall be required by the Planning and Zoning Commission and City Commission, and screening of the truck loading dock shall be considered.

- A. Additions, Alterations, and Accessory Buildings. Buildings which are expanded or remodeled on the public street sides, or buildings which are expanded or remodeled by 25% of the building value shall conform to the building standards established above.
- B. Appearance. Garages, accessory structures, screened walls and exposed areas of retaining walls shall be of a similar type, quality and appearance as the principal structure. These provisions shall not prevent the upgrading of the quality of materials used in a remodeling or expansion program.

~~3. Refuse Collection Areas and Outdoor Storage Areas: All refuse collection and outdoor storage areas shall only be permitted in side or rear yards and shall be visually screen from adjoining properties or streets.~~

43. Parking Areas:

- A. All Parking areas shall be paved with asphalt or concrete to provide a durable and dust-free surface. Existing buildings which are remodeled or expanded by 25% of the building value shall upgrade unpaved parking areas to a paved condition with asphalt or concrete.
- B. Light poles located within parking area perimeters within front yards shall be surrounded by curbed islands with a minimum distance of 4 feet from the center line of the light pole to the curb, or protected by an elevated concrete pedestal at least 3 feet in height and 2 feet in diameter.

- C. Light poles located outside of paved parking areas shall be located a minimum of 4 feet from the curbed edge of the parking area, or protected by an elevated concrete pedestal of not less than 3 feet in height and 2 feet in diameter.
- 54. Fences: Fences along the Redevelopment Corridor Overlay District are not allowed within the required front yard, except when a fence is an essential component of the development and is either approved as part of a Planned Unit Development for the development or as a conditional use.

SECTION 6. Section 4-431-C.5 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

~~4-431-C.5. Landscape Standards. Properties within the “CO-SR” District shall follow the landscape standards established in Section 4-449-A.~~ Tree Preservation.

- 1. Property owners are encouraged to protect and preserve trees and native riparian vegetation in a healthy condition to maintain riverbank and soil stability of the river corridor.
- 2. If trees are removed, their stump and root system shall be left intact. Stump grinding and/or excavation of roots is prohibited within 50 feet of the riverbank, unless otherwise approved by the City Forester, the City Engineer, or Southeast Cass Water Resource District.

SECTION 7. Section 4-441 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

4-441. GENERAL FENCING AND SCREENING REQUIREMENTS.

- 1. DEFINITION OF FENCE. An artificially constructed structure of any material or combination of material erected to enclose or screen areas of land.
- 2. GENERAL FENCING AND SCREENING REQUIREMENTS FOR RESIDENTIAL AREAS. In any residential district, fences, hedges, and plantings may be permitted in the buildable area and in any required yard, or along the edge of any yard, provided that no fence or hedge along the sides or front edge of any required front yard shall be over two and one-half (2½) feet in height, except on through lots or double frontage lots where one of the front yards is intended to serve as the rear yard and is consistent with the other lots on the block, a fence or hedge may be up to six (6) feet in height. All fencing and screening shall meet visibility requirements for intersections by not impeding vision between a height of two and one-half (2½) feet and ten (10) feet within thirty (30) feet from the intersecting curb lines, or within twenty (20) feet from the intersecting property lines if there is no curb. Coordinated fencing schemes for the block are strongly encouraged, and if

possible developed during the subdivision process. No fence or hedge within any buildable area or along any side or rear lot line shall be over six (6) feet in height.

Open fences such as a split rail or chain link without slats, which permit direct vision through at least 50% of the fence surface area shall be allowed a height of four (4) feet along the sides or front edge of any front yard.

- ~~3. REQUIRED FENCING AND SCREENING. Where any business, industrial users, or multiple family buildings of four (4) or more units (i.e., structure, parking or storage) abuts property zoned for residential use, that business, industry, or multiple family building shall provide screening along the boundary of the residential property. Screening shall also be provided where a business, industry, or multiple family building of four (4) or more units is across the street from a residential zone, but not on that side of a business, industry, or multiple family building considered to be the front yard. Provided, however, that the provisions of this section will not apply where a multiple family building abuts a property also zoned for multiple family use. All fencing and screening specifically required by this section shall meet visibility requirements for intersections and other requirements as stated herein, and shall consist of either a fence or green belt planting strip. A required screening fence shall be constructed of masonry, brick, wood or metal. Such fence shall provide a solid screening effect six (6) feet in height for multiple family uses and at least six (6) feet in height for business and industrial uses. A green belt planting strip shall consist of evergreen trees and/or deciduous trees and plants and shall be of sufficient width and density to provide an effective visual screen. This planting strip shall be designed to provide substantial visual screening to a minimum height of six (6) feet. Earth mounding and berms may be used but shall not be used to achieve more than three (3) feet of the required screen, unless otherwise provided for by the City (i.e., PUD requirements).~~
43. CONSTRUCTION STANDARDS. No fence, hedge, or plantings shall be constructed or maintained with electrified barbed wire, or other spiked materials which may pose injurious to public health and safety. Posts and other supporting structures used in the construction of fences shall be faced inward toward the property being fenced.
54. PRIVATE RECREATIONAL FENCES. Private recreational fences shall conform to the provisions attached to residential fences. Permanent swimming pool fences shall be governed by Title V of the Revised Ordinances of 1990 of the City of West Fargo, Chapter 5-05 International Property Maintenance Code, and specifically Section 303 Swimming Pools, Spas and Hot Tubs, as locally amended.
65. PUBLIC FENCES. Fences used in connection with public facilities and public recreational uses shall have a maximum height of ten (10) feet in any yard and be of the open fence variety. Residential construction standards shall apply to all public fences.

76. NON-RESIDENTIAL FENCES. Fences in light commercial areas shall conform to the provisions of residential fences. Fences in industrial or agricultural districts shall conform to the provisions attached to residential fences except where the Building Administrator determines it would be in the public welfare to add to fence height or to add security materials onto the fence. In such cases, fences shall not exceed ten (10) feet in height.
87. TEMPORARY FENCES. The provisions of this section do not apply to Temporary fences needed to enclose sites, such as construction sites, ~~do not require fencing permits.~~

SECTION 8. Section 4-446 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby repealed in its entirety.

~~4-446. CURRENTLY LICENSED MOTOR VEHICLE AND EQUIPMENT PARKING IN RESIDENTIAL DISTRICTS.~~

SECTION 9. Section 4-446 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby recreated and enacted to read as follows:

4-446. PARKING OF MOTORIZED VEHICLES AND EQUIPMENT IN RESIDENTIAL DISTRICTS

1. Applicability.
 - A. The provisions of this section apply to the parking and storage of currently licensed motorized vehicles and equipment within the following residential zoning districts: R-1E, R-L1A, R-1A, R-1B, R-1, R-1S, R-1SM, R-2, R-3, and R-5.
 - B. “Currently licensed motorized vehicles or equipment” includes any motorized vehicle or equipment, including passenger vehicles, recreational equipment, boats, RVs, trailers, and the like.
2. Standards.
 - A. Vehicles or equipment 25 feet in length or less may only be parked in the following described areas:
 - (1) Garage or Carport. Parking or storage may occur entirely within a garage or carport.
 - (2) Rear or side yard. Parking or storage may occur within a rear or side yard provided that a three-foot (3’) setback be maintained between the vehicle/equipment and any rear or interior-side lot line, and a

twelve-foot (12') setback be maintained from any street-side lot line. These setbacks are not applicable where:

- a. A driveway to a garage or carport takes access from the street-side of the lot; or
 - b. a six-foot (6') privacy fence or equivalent landscaped screened area exist between the vehicle/equipment and the lot line
- (3) Front yard. Parking or storage may occur within a front yard, provided that for one- or two-family dwellings, the parking or storage may only be located upon a driveway.
- B. Vehicles or equipment over 25 feet in length may only be parked in the following described areas:
- (1) Garage or Carport. Parking or storage may occur entirely within a garage or carport.
 - (2) Rear or Side Yard. Parking or storage may occur within a rear or side yard provided that a three-foot (3') setback be maintained between the vehicle/equipment and any rear or interior-side lot line, and a twelve-foot (12') setback be maintained from any street-side lot line. These setbacks are not applicable where:
 - a. A driveway to a garage or carport takes access from the street-side of the lot, in which case only temporary parking or storage is allowed in accordance with the Front Yard parking/storage provisions outlined below; or
 - b. a six-foot (6') privacy fence or equivalent landscaped screened area exist between the vehicle/equipment and the lot line
 - (3) Front Yard or Street-Side Driveway. Temporary parking or storage may occur within a front yard or street-side driveway as follows:
 - a. During the period between April 15th to October 15th, temporary parking or storage shall not exceed a total of eleven (11) days in any fourteen (14) day period.
 - b. During the period between October 16th to April 14th, temporary parking or storage shall not exceed a total of 72 hours in any seven (7) day period.

- c. All vehicles and equipment shall maintain a three-foot (3') setback from the sidewalk or, where no sidewalk exists, a one-foot (1') setback from the front and street-side property lines. Under no circumstances shall vehicle or equipment parking block the public right-of-way.
- C. Vehicle and equipment parking or storage may only be located on an improved parking surface consisting of concrete or bituminous paving, or gravel only where an existing gravel driveway has not been improved to concrete or asphalt. Grass, dirt, or individual pavers that are not integrated into a continuous driveway shall not constitute an improved parking surface.
- D. No such vehicle or equipment shall be used for living, sleeping or housekeeping purposes when parked or stored on a residential lot, or in any location not approved for such use.

SECTION 10. Section 4-447 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby repealed in its entirety.

~~4-447. PARKING AND/OR STORAGE OF CERTAIN VEHICLES, EQUIPMENT AND MATERIALS.~~

SECTION 11. Section 4-447 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby recreated and enacted to read as follows:

4-447. SCREENING OF DUMPSTERS AND OUTDOOR STORAGE AREAS

- 1. Applicability.
 - A. The provisions of this section apply to dumpsters/refuse containers and outdoor storage areas used for the storage, placement, and/or parking of equipment, materials, and inventory.
- 2. Exemptions.
 - A. These standards do not apply to areas within industrial zoning districts (LI, M) that are not within the Corridor Overlay, Redevelopment Overlay, and/or Interstate Corridor Overlay zoning districts (CO, CO-I, CO-R).
 - B. Single-family, twin home, and two-family residential uses are not required to meet the requirements of this section.
 - C. Outdoor display of vehicles and equipment for sale or lease, as part of a dealership selling/renting new or used motor vehicles, farm implements,

recreational vehicles, construction equipment, or similar use are exempt from these standards, so long as the outdoor display area is set back at least 4 (four) feet from any front or street-side lot line.

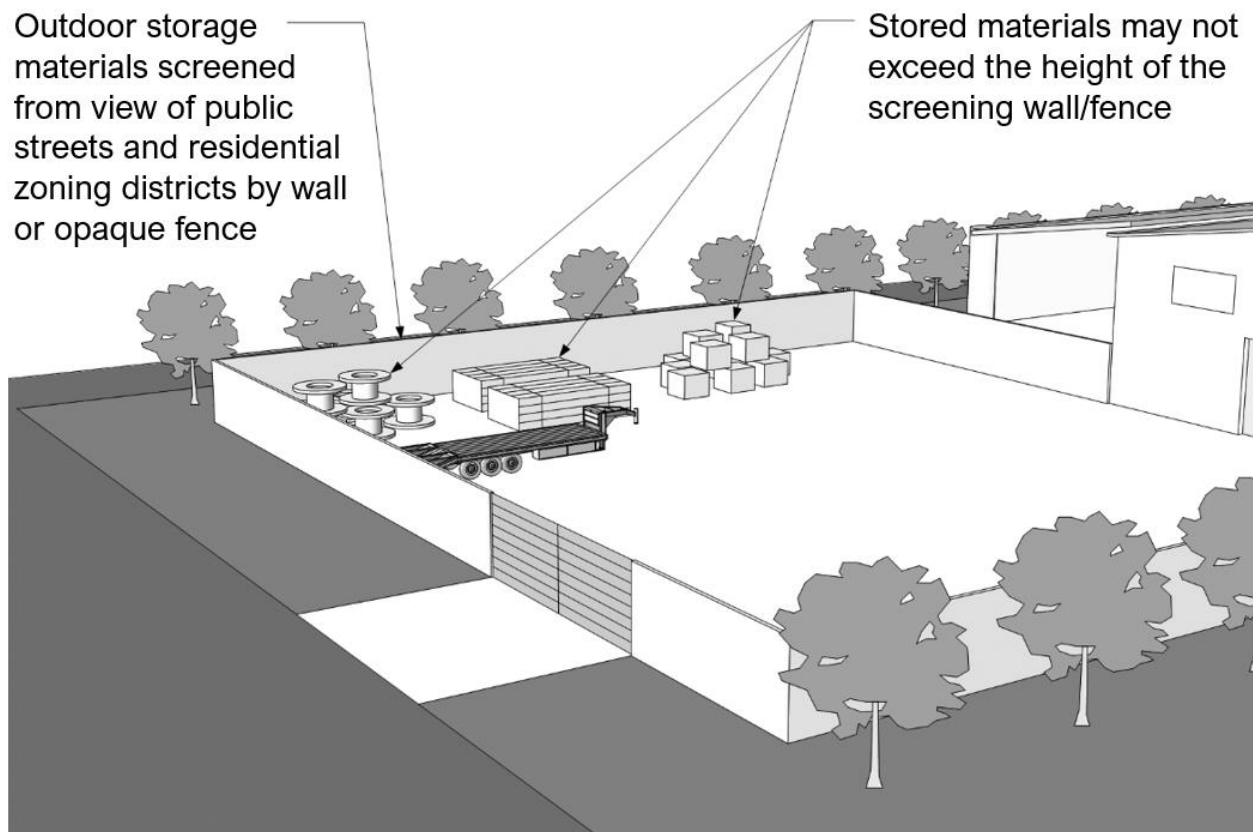
3. Standards

A. All dumpsters and refuse containers shall conform to the following provisions:

- (1) Dumpsters and refuse containers shall be located at the side or rear of buildings and be visually screened from adjacent public streets or residential zoning districts.
- (2) Dumpsters and refuse containers shall contain permanent walls or opaque fencing on at least three sides. Service openings within the walls/fencing shall be a minimum of 14 feet wide, unless otherwise approved by the Public Works Director.
- (3) If the service opening faces and is directly visible from any public street or residentially zoned property. The service opening shall incorporate an opaque gate to visually screen the dumpsters or refuse containers.

B. All outdoor storage areas shall conform to the following provisions, unless otherwise approved as a conditional use:

- (1) The outdoor storage area shall not be located within a required front or required street-side yard setback area.
- (2) The outdoor storage area shall be completely screen from view of public streets or residential zoning districts using an opaque screening fence or wall at least six feet tall.
- (3) Storage boxes, crates, shipping containers, or other units used for storing materials and protecting them from the weather are considered outdoor storage and must be completely screened from view of public streets and residential zoning districts unless otherwise camouflaged by either painting the same color as the principle structure or by adding similar materials of the principle structure.
- (4) Shipping containers intended to be installed as a permanent structure/feature and/or to be used for anything other than accessory storage shall comply with all zoning standards applicable to accessory structures and shall require review and approval by the City Planner prior to placement.



SECTION 12. Section 4-449-A of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby repealed in its entirety.

SECTION 13. Section 4-449-A of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby recreated and enacted to read as follows:

4-449-A. LANDSCAPING STANDARDS.

1. Purpose. The purpose of this Landscaping section, through the preservation, protection, maintenance, and planting of trees and other plant materials, is to:
 - a. Help reduce the city's impact on the environment.
 - b. Enhance green space within the city.
 - c. Provide shade and wind breaks to reduce extreme weather.
 - d. Mitigate flood hazards, erosion, and storm water runoff. Trees can help in the stabilization of soil and replenish groundwater supplies.

- e. Reduce the heat island effect that is generated by hardscape such as asphalt parking lots by requiring organic ground cover and shade.
- f. Provide buffers and screens against noise, air pollution, and unsightly and incompatible land uses.
- g. Absorb carbon dioxide and supply oxygen in our atmosphere, which is an essential ecological function in the preservation of human and animal life. Trees can provide a haven for birds which, in turn, assist in the control of insects.
- h. Help aid in energy conservation.

2. Applicability.

a. New Development

- (1) All new development (including reconstruction and expansion) shall be required to provide landscaping, screening, and buffering in accordance with the standards of this section, unless otherwise exempt by this code.
- (2) When an expansion or redevelopment of a building on a lot requires the removal of required landscaping, that landscaping shall be replaced elsewhere on the lot.

b. Exceptions

- (1) Single- and Two-Family Residential. Single-family, twin home, and two-family residential uses are not required to meet the landscaping requirements of this section. However, such development is required to provide street trees in accordance with this section, as well as ground cover for all areas of the lot that are not covered by improvements.
- (2) Agricultural District. Agricultural uses within the “A” zoning district shall not be required to provide landscaping.
- (3) Parking Lots.
 - (a) The requirements of this section do not apply to parking lot re-striping and repaving where there is no expansion of the parking area.
 - (b) When a parking lot is being expanded to an extent 50 percent or more of the lot’s surface area prior to expansion, or at least 50 percent more parking spaces are being added, whichever

is less, landscaping as described in this section shall be required.

- (c) For parking lot expansions of less than 50 percent, only the parking lot area being added shall be required to meet the standards of this section. For example, if a parking lot is expanded in an area not adjacent to a street, no Parking Lot Perimeter landscaping is required, and only the expanded area shall be subject to the Parking Lot Island landscaping standards of this section.
- (d) Expansions are measured cumulatively, so that separate expansions adding up to a 50 percent or greater increase within five years shall be required to meet the landscaping requirements of this section.
- (4) DMU District. Development within the “DMU” zoning district shall not be required to provide landscaping in accordance with this section.
- (5) Improvements & Repairs
 - (a) Improvements or repairs to existing development that do not increase the existing floor area on the lot by more than 1,000 square feet or 10 percent, whichever is greater, shall not be required to provide landscaping in accordance with this section.
 - (b) Expansions are measured cumulatively, so that separate expansions adding up to more than 1,000 square feet or 10 percent (whichever is greater) within five years shall be required to meet the landscaping requirements of this section.
- (6) Change in Use. Changes in use that do not require more parking spaces or a more intensive zoning than the previous use shall not be required to provide landscaping in accordance with this section.

3. Landscape Plan Required.

- a. A landscape plan shall accompany all development applications and/or building permit requests that require landscaping pursuant to this section, and shall include the minimum information specified by the City.
- b. No building permit shall be issued until a landscape plan is submitted and approved by the City Planner.

- c. No certificate of occupancy shall be issued for any building or structure until all landscaping shown on the approved landscape plan has been installed. The City Planner may approve a deferral of up to eight months, on account of adverse weather conditions. If a property owner requests a deferral, the request shall be accompanied by a proposed schedule for completion of installation.
- d. A temporary certificate of occupancy may be issued when a deferral has been approved by the City Planner.

4. General Standards.

a. Plant Material & Installation

- (1) All plant materials shall be living plants suitable for USDA Plant Hardiness Zone 4.
- (2) Artificial plants are prohibited.
- (3) All trees and shrubs shall be planted in good condition. All plant materials to be installed shall be nursery-grown and root-pruned stock, free of insects, weeds, disease, debris, and defects.
- (4) Plant materials used to satisfy the requirements of this section shall meet the size requirements of the Plant Material Size Table, below:

Plant Material Size Table

Type of Plant Material	Min. Size at Time of Planting	Mature Size
Large Deciduous Tree ^[1]	1-inch caliper width	>30 feet tall
Large Evergreen Tree ^[1]	3.5 feet tall	>30 feet tall
Small Deciduous Tree ^[1]	1-inch caliper width	12 to 30 feet tall
Small Evergreen Tree ^[1]	2.5 feet tall	12 to 30 feet tall
Shrub	2 gallon container size	3 feet tall
Perennial Plants ^[2]	1 gallon container size	2.5 feet tall

[1] Smaller caliper/height trees for certain species may be acceptable upon approval of the City Planner.

[2] Perennial plant materials shall not exceed twenty percent (20%) of the open space requirement

- (5) Grass shall be planted in species normally grown as permanent lawns, and may be sodded, plugged, sprigged, or seeded; except in swales or other areas subject to erosion, where solid sod, erosion reducing net, or suitable mulch shall be used.
- (6) Grass sod shall be clean and free of weeds and noxious pests or diseases. Ground cover such as organic material shall be planted in such a manner as to present a finished appearance and seventy-five (75) percent of complete coverage after two (2) complete growing seasons, with a minimum of fifteen (15) inches on center. In certain

cases, ground cover also may consist of rocks, pebbles, sand and similar materials if approved by the City.

- (7) The maximum slope of any landscaped berm shall be 2:1.

b. Maintenance.

- (1) The property owner and tenant shall be jointly and severally responsible for maintenance of all required landscaping. This maintenance requirement shall carry with the land and shall be the responsibility of any subsequent owners and tenants of the property. It is the responsibility of the owner to notify any subsequent owners of the property of this responsibility.
- (2) Landscape areas and site improvements shall be maintained in good condition for a healthy, neat, and orderly appearance and shall be kept free from weeds and debris. All plant materials shall be maintained in a healthy and vigorous condition through proper irrigation, fertilization, pruning, weeding, mowing, and other standard horticultural practices so as to grow to their normal shape, color, and height, and to fulfill the required functions of screening, shading, buffering, and aesthetic appeal set forth by the City.
- (3) The Tree Topping of trees is prohibited.

c. Administrative approval for practical landscaping improvements.

- (1) The City Planner has authority to allow flexibility to the requirements of this section to enable:
 - (a) Flexibility concerning the location of landscaping to allow for landscaping to be focused in buffer areas adjacent to conflicting land uses, entrance areas, or other areas of increased visibility.
 - (b) Flexibility concerning irregular, narrow, or shallow lots.
 - (c) Flexibility to approve alternative planting plans that include aesthetic design elements and hardscapes that complement the plant material such as public art, fountains, plazas, courtyards, and front yard/entrance statements.
- (2) The City Planner has authority to allow flexibility to the Buffer Yard standards of this section when any of the following circumstances are found to exist:

- (a) Natural land characteristics such as topography or existing vegetation on the proposed building site would achieve the same intent of the required Buffer Yard.
 - (b) Innovative landscaping or architectural design is employed on the building site to achieve an equivalent screening or buffering effect.
 - (c) The required Buffer Yard would be ineffective at maturity due to the proposed topography of the site, and or the location of the improvements on the site.
- (3) When the acreage of a site is significantly larger than the area proposed for physical improvements or active usage, Buffer Yards shall be reserved as required by this section. However, to achieve the intent of this section, the City Planner may require an alternative location and design for required screening and plantings.
 - (4) When property lines abut an adjacent jurisdiction, the City Planner shall determine the specific Buffer Yard requirements along that property line after consideration of the zoning designation and or land use of the adjacent property. Requirements shall not exceed those that would be required for similarly situated/zoned property within the City.

5. Open Space Landscaping.

- a. Relationship to Other Landscaping Standards. Landscaping provided to meet the Boulevard Tree or Buffer standards of this section may not be counted towards meeting a development's Open Space Landscaping requirements. Parking Lot Landscaping, however, may be counted towards meeting a development's Open Space Landscaping requirements.
- b. Plant Units Required.
 - (1) Commercial, Office, Residential, & Corridor Overlay Districts. Within commercial, office, residential, and corridor overlay zoning districts (C, C-OP, HC, R, CO, CO-I, CO-R), at least four (4) plant units shall be provided for each one thousand (1,000) square feet of lot area or fraction thereof.
 - (2) Mixed-Use, and Public Districts. Within mixed-use, and public zoning districts (EMU, P) that are not within the Corridor Overlay, Redevelopment Overlay, and/or Interstate Corridor Overlay zoning districts (CO, CO-I, CO-R), at least two (2) plant units shall be provided for each 1,000 square feet of lot area or fraction thereof.

- (3) Industrial Districts. Within industrial zoning districts (LI, M) that are not within the Corridor Overlay, Redevelopment Overlay, and/or Interstate Corridor Overlay zoning districts (CO, CO-I, CO-R), at least one (1) plant unit shall be provided for each one thousand (1,000) square feet of lot area or fraction thereof.

- c. Plant Unit Equivalency. The following table provides a breakdown of plant unit equivalencies.

<i>Type of Plant Material</i>	<i>Equivalent Plant Units</i>
Large Deciduous Tree	10
Large Evergreen Tree	10
Small Deciduous Tree	5
Small Evergreen Tree	5
Shrub	2
Perennial Plants	1

Existing mature trees may be counted as double the equivalent plant units noted in the table above, so long as the mature tree has a current caliper width of more than 7 inches for a large tree or more than 4 inches for a small tree, and meets all other applicable standards of this section.

- d. Location of Plant Units. A minimum of seventy percent (70%) of the plant units required pursuant to this subsection shall be within front or street-side yards. In the EMU zoning district, said seventy percent (70%) requirement shall not apply.
- e. Plant Unit Calculation. On-site wetlands, stormwater ponds, natural preservation areas, and outdoor recreation facilities (sports fields, tracks, playgrounds, etc.) may be excluded from the lot area square-footage value used to calculate required plant unit.

6. Parking Lot Perimeter Landscaping.

- a. Applicability. Parking Lot Perimeter Landscaping is required for all off-street parking and vehicle circulation areas located within 30 feet of public street rights-of-way.
- b. Location. Parking lot perimeter landscaping shall be located between adjacent street rights-of-way and off-street parking areas and all vehicular circulation^[1] areas in accordance with the following table:

(Table to follow on following page.)

Parking Area Size Number of Spaces	Buffer Width Minimum (feet)	Minimum Planting/Screening Requirements ^[2]
1 - 50	4	Row of shrubs or perennial plants spaced no greater than 2-4 feet apart to create a continuous row at maturity.
	6	Masonry wall or decorative metal fence ^[3] (height between 2.5 and 3 feet) + 1 small tree or 6 shrubs/perennial grasses per 25 linear feet
	10	Berm (minimum height of 2.5 feet) + 1 small tree or 6 shrubs/perennial grasses per 25 linear feet
51 - 250	10	Masonry wall or berm, with minimum height of 2.5 feet + 1 tree and 3 shrubs, per 25 linear feet
	10	1 tree + 6 shrubs, per 25 linear feet
251+	15	Masonry wall or berm, with minimum height of 2.5 feet + 1 tree and 3 shrubs, per 25 linear feet
	15	1 tree + 6 shrubs, per 25 linear feet

Notes:

[1] Vehicular circulation refers to any surfaces intended for motor vehicle use.

[2] These are minimum standards. Use of additional planting/screening materials are encouraged to provide flexibility in design and visual interest.

[3] Decorative metal fences must be wrought iron or similar in nature. Chain link fences are not considered a decorative metal fence.

7. Parking Lot Island Landscaping.

- a. Applicability. All parking lots with 20 or more parking spaces shall provide landscape islands as described in this subsection.
- b. Landscape Islands.
 - (1) One interior landscape island shall be provided for every twenty (20) continuous parking spaces, and a terminal island shall be provided at both ends of each row of parking. There may not be more than twenty (20) continuous parking spaces (40 back to back) in a continual row without providing an island or peninsular landscaping. See Figure 1.
 - (2) Interior and terminal landscapes island shall be no less than six feet wide and no shorter than the length of the adjacent parking space(s).

(Figure to follow on following page.)

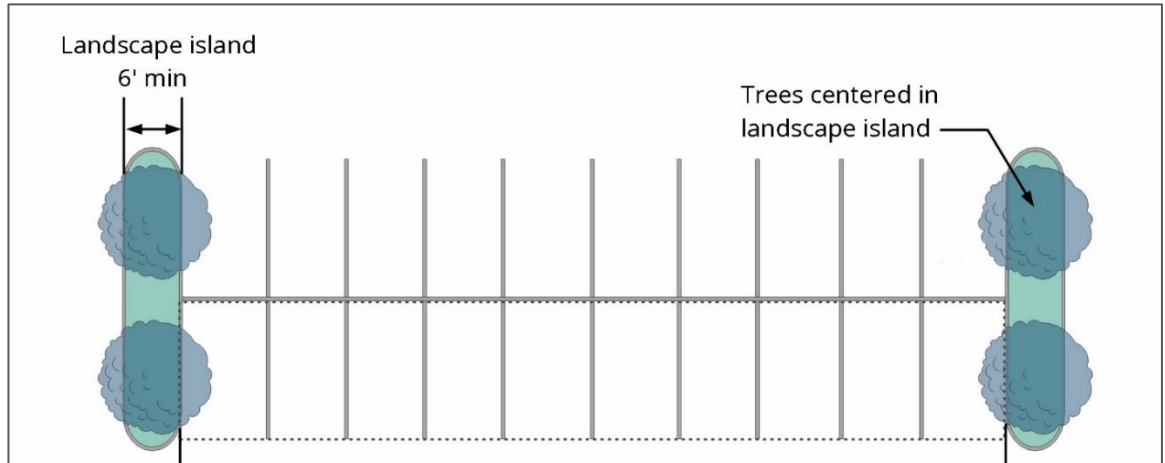


Figure 1: Double-Length Landscape Island

- (3) Each landscape island adjacent to the length of one parking space shall contain at least one tree surrounded by at least 90 square feet of permeable surface area.
- (4) Each double-length landscape island adjacent to the length of two parking spaces shall provide at least two trees. Trees in double length islands shall be planted no less than 15 feet apart. Each tree shall have a minimum permeable surface area of 90 square feet.
- (5) Trees and any other vegetation planted within parking lot landscape islands may be counted towards Open Space plant unit minimum standards.
- (6) Any remaining surface area of the island shall be covered with living plant material or other approved ground cover, such as mulch, pea gravel, river rock, or similar landscaping material.

8. Boulevard Trees.

- a. **Coordination with Other Plans.** Tree layouts (plans) shall be coordinated with existing corridor planting plans, subdivision street landscape plans, and other established landscape plans to provide the desired effect as determined by this standard and the City Forester.
- b. **Permit Required.** The City Forester's office reviews and approves all proposed boulevard tree plantings and removals. Prior to installation or removal of a boulevard tree, an application must first be submitted and approved by the City Forester's office.
- c. **Minimum Requirements.** The City Forester shall have final approval of proposed boulevard tree plans, species, and placement, and may approve variances from these minimum requirements where conditions necessitate.

- (1) Species of Trees.
 - (a) Boulevard trees shall be chosen from the City's Approved Plant List, as maintained by the City Forester.
 - (b) Boulevard trees shall be single-stem trunks with a straight vertical line.
 - (c) Evergreen trees shall not be planted as boulevard trees.
 - (d) Species of trees shall not be planted if the roots cause damage to public works, the branches are subject to a high incidence of breakage, and/or the fruit is considered a nuisance or high maintenance, as determined by the City Forester.
- (2) Number of Trees.
 - (a) In residential areas, one boulevard tree shall be planted every twenty-five (25) feet within boulevards. In all other areas, one boulevard tree shall be planted every thirty (30) feet within boulevards, unless the City Forester determines otherwise.
 - (b) If the branches of a boulevard tree at mature height would interfere with overhead powers lines, ornamental trees may be planted at a rate of two ornamental trees for every one required canopy tree. The substitution and placement of ornamental trees shall be reviewed and approved by the City Forester.
- (3) Spacing of Trees.
 - (a) New trees shall be planted at least twenty-five (25) feet from existing trees.
 - (b) On corner lots, the trees shall be planted forty (40) feet from the point of intersection of the curbs.
 - (c) Trees shall be planted at least twelve (12) feet from driveways and alleyways, unless otherwise determined by the City Forester.
- (4) Size Requirements.
 - (a) At time of planting, boulevard trees must be at least 1 inch in diameter.

- (b) The lowest branch on the tree cannot be over 9 ½ feet above the ground.

9. Buffer Yards.

a. Applicability. The requirement for Buffer Yards shall apply when:

- (1) Multi-family residential development of four (4) or more units is constructed on a parcel that shares a property line with a single- and two-family residential zoning district (R-R, R-1E, R-L1A, R-1A, R-1B, R-1, R1-S, R-1SM), or existing single- or two-family residential development.
- (2) Non-residential or mixed-use development is constructed on a parcel that shares a property line with any residential zoning district (R), or existing residential development, including multi-family development.
- (3) Industrial development is constructed on a parcel that shares a property line with any non-industrial zoning district.

b. Exceptions.

- (1) These buffer yard requirements do not apply when residential development is constructed in non-residential zoning districts. The residential development may install screening fences and/or buffering at their discretion; however, existing or new non-residential development shall not be required to do so.
- (2) These buffer yard requirements do not apply to non-residential development within a residential zoning district (R) or Public Facilities (P) district.

c. Screening and Buffering Along Shared Property Lines.

Buffering and Screening Requirements		
Type of Development	Adjacent to:	Minimum Buffer
Multi-Family Residential (4 or more units)	Single and two-family residential district or development ^[2]	Six-foot tall opaque screening fence ^[1] OR Ten-foot wide landscape buffer
Mixed-Use	Single and two-family residential district or development ^[2] OR Multi-family district	Six-foot tall opaque screening fence ^[1] AND ten-foot wide landscape buffer OR Fifteen-foot wide landscape buffer

Non-Residential	Any residential district	Six-foot tall opaque screening fence ^[1] AND fifteen-foot wide landscape buffer
Industrial	Any non-industrial district	Residential or Mixed-Use district: Minimum eight-foot tall opaque screening fence ^[1] AND twenty-foot wide landscape buffer Non-Residential district: Six-foot tall opaque screening fence ^[1] AND ten-foot wide landscape buffer
NOTES [1]: See subsection 4-441, <i>General Fencing and Screening Requirements</i> for additional information on fence standards. [2]: See above: requirements do not apply to residential development in non-residential zoning districts.		

d. Buffer Planting Requirements. In side- and rear-yard landscape buffers, for every thirty (30) linear feet of required buffer, evergreen trees shall be planted as follows, unless an alternative is approved by the City Planner:

- (1) Ten-Foot Wide Buffer. Two (2) large evergreen trees shall be planted at least ten (10) feet apart, interspersed with four (4) shrubs, plus ground cover.
- (2) Fifteen-Foot Wide Buffer. Three (3) large evergreen trees at least eight (8) feet apart, interspersed with eight (8) shrubs, plus ground cover.
- (3) Twenty-Foot Wide Buffer. Six (6) large evergreen trees, planted in a double row, with the planting offset so as to create a continuous screen, with each tree in the same row planted least eight (8) feet apart, plus ground cover.

SECTION 14. Section 4-573 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

4-573. ENFORCEMENT. If the administrative official shall find that any of the provisions of this Ordinance are being violated, s/he shall notify in writing the person responsible for such violations, indicating the nature of the violation and ordering the action necessary to correct it. S/he may order discontinuance of illegal use of land, buildings, or structures; removal of illegal buildings or structures or of illegal additions, alterations, or structural changes; discontinuance of any illegal work being done; or any other action deemed relevant by the administrative official. The notice shall provide a minimum of a thirty(30) day period in which to comply with the notice. The notice shall also state that the person or entity may appeal the order of the administrative official to the West Fargo Board of Adjustment by filing a written appeal within thirty (30) days of the receipt of the notice with the City Auditor, or the administrative official who executed the original notice. If the person or entity served with the original notice does not appeal within the thirty (30) day period nor comply with the order of the administrative

official within the time set out in the notice, the administrative official should refer the matter to the City Attorney. The City Attorney may commence criminal proceedings in the West Fargo Municipal Court and/or commence civil proceedings to enjoin or abate the violation.

Subsequent violations for the same offense on the same property within twelve (12) months may be sent directly to the City Attorney or issued citations by the West Fargo Police Department.

SECTION 15. Effective Date. This ordinance shall be in full force and effect from and after the date of its final passage and publication.

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

ATTEST:

City Auditor

Date of First Reading:

Date of Second Reading:

Date of Publication:

DRAFT

Proposed Updates to Landscaping, Screening, & Outdoor Storage Standards

September 10, 2024

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§4-449-A Landscaping Standards

A. Purpose

The purpose of this Landscaping section, through the preservation, protection, maintenance, and planting of trees and other plant materials, is to:

1. Help reduce the city's impact on the environment.
2. Enhance green space within the city.
3. Provide shade and wind breaks to reduce extreme weather.
4. Mitigate flood hazards, erosion, and storm water runoff. Trees can help in the stabilization of soil and replenish groundwater supplies.
5. Reduce the heat island effect that is generated by hardscape such as asphalt parking lots by requiring organic ground cover and shade.
6. Provide buffers and screens against noise, air pollution, and unsightly and incompatible land uses.
7. Absorb carbon dioxide and supply oxygen in our atmosphere, which is an essential ecological function in the preservation of human and animal life. Trees can provide a haven for birds which, in turn, assist in the control of insects.
8. Help aid in energy conservation.

B. Applicability

1. New Development

- A. All new development (including reconstruction and expansion) shall be required to provide landscaping, screening, and buffering in accordance with the standards of this section, unless otherwise exempt by this code.
- B. When an expansion or redevelopment of a building on a lot requires the removal of required landscaping, that landscaping shall be replaced elsewhere on the lot.

2. Exceptions

A. Single- and Two-Family Residential

Single-family, twin home, and two-family residential uses are not required to meet the landscaping requirements of this section. However, such development is required to provide street trees in accordance with this section, as well as ground cover for all areas of the lot that are not covered by improvements.

B. Agricultural District

Agricultural uses within the "A" zoning district shall not be required to provide landscaping.

C. Parking Lots

1. The requirements of this section do not apply to parking lot re-striping and repaving where there is no expansion of the parking area.
2. When a parking lot is being expanded to an extent 50 percent or more of the lot's surface area prior to expansion, or at least 50 percent more parking spaces

are being added, whichever is less, landscaping as described in this section shall be required.

3. For parking lot expansions of less than 50 percent, only the parking lot area being added shall be required to meet the standards of this section. For example, if a parking lot is expanded in an area not adjacent to a street, no Parking Lot Perimeter landscaping is required, and only the expanded area shall be subject to the Parking Lot Island landscaping standards of this section.
4. Expansions are measured cumulatively, so that separate expansions adding up to a 50 percent or greater increase within five years shall be required to meet the landscaping requirements of this section.

D. DMU District

Development within the “DMU” zoning district shall not be required to provide landscaping in accordance with this section.

E. Improvements & Repairs

1. Improvements or repairs to existing development that do not increase the existing floor area on the lot by more than 1,000 square feet or 10 percent, whichever is greater, shall not be required to provide landscaping in accordance with this section.
2. Expansions are measured cumulatively, so that separate expansions adding up to more than 1,000 square feet or 10 percent (whichever is greater) within five years shall be required to meet the landscaping requirements of this section.

F. Change in Use

Changes in use that do not require more parking spaces or a more intensive zoning than the previous use shall not be required to provide landscaping in accordance with this section.

C. Landscape Plan Required

1. A landscape plan shall accompany all development applications and/or building permit requests that require landscaping pursuant to this section, and shall include the minimum information specified by the City.
2. No building permit shall be issued until a landscape plan is submitted and approved by the City Planner.
3. No certificate of occupancy shall be issued for any building or structure until all landscaping shown on the approved landscape plan has been installed. The City Planner may approve a deferral of up to eight months, on account of adverse weather conditions. If a property owner requests a deferral, the request shall be accompanied by a proposed schedule for completion of installation.
4. A temporary certificate of occupancy may be issued when a deferral has been approved by the City Planner.

D. General Standards

1. Plant Material & Installation

- A. All plant materials shall be living plants suitable for USDA Plant Hardiness Zone 4.
- B. Artificial plants are prohibited.
- C. All trees and shrubs shall be planted in good condition. All plant materials to be installed shall be nursery-grown and root-pruned stock, free of insects, weeds, disease, debris, and defects.
- D. Plant materials used to satisfy the requirements of this section shall meet the size requirements of the Plant Material Size Table, below:

Plant Material Size Table

Type of Plant Material	Min. Size at Time of Planting	Mature Size
Large Deciduous Tree ^[1]	1-inch caliper width	>30 feet tall
Large Evergreen Tree ^[1]	3.5 feet tall	>30 feet tall
Small Deciduous Tree ^[1]	1-inch caliper width	12 to 30 feet tall
Small Evergreen Tree ^[1]	2.5 feet tall	12 to 30 feet tall
Shrub	2 gallon container size	3 feet tall
Perennial Plants ^[2]	1 gallon container size	2.5 feet tall

[1] Smaller caliper/height trees for certain species may be acceptable upon approval of the City Planner.

[2] Perennial plant materials shall not exceed twenty percent (20%) of the open space requirement

- E. Grass shall be planted in species normally grown as permanent lawns, and may be sodded, plugged, sprigged, or seeded; except in swales or other areas subject to erosion, where solid sod, erosion reducing net, or suitable mulch shall be used.
- F. Grass sod shall be clean and free of weeds and noxious pests or diseases. Ground cover such as organic material shall be planted in such a manner as to present a finished appearance and seventy-five (75) percent of complete coverage after two (2) complete growing seasons, with a minimum of fifteen (15) inches on center. In certain cases, ground cover also may consist of rocks, pebbles, sand and similar materials if approved by the City.
- G. The maximum slope of any landscaped berm shall be 2:1.

2. Maintenance

- A. The property owner and tenant shall be jointly and severally responsible for maintenance of all required landscaping. This maintenance requirement shall carry with the land and shall be the responsibility of any subsequent owners and tenants of the property. It is the responsibility of the owner to notify any subsequent owners of the property of this responsibility.
- B. Landscape areas and site improvements shall be maintained in good condition for a healthy, neat, and orderly appearance and shall be kept free from weeds and debris. All plant materials shall be maintained in a healthy and vigorous condition through proper irrigation, fertilization, pruning, weeding, mowing, and other standard horticultural practices so as to grow to their normal shape, color, and height, and to fulfill the required functions of screening, shading, buffering, and aesthetic appeal set forth by the City.
- C. The Tree Topping of trees is prohibited.

3. Administrative approval for practical landscaping improvements

- A. The City Planner has authority to allow flexibility to the requirements of this section to enable:
 - 1. Flexibility concerning the location of landscaping to allow for landscaping to be focused in buffer areas adjacent to conflicting land uses, entrance areas, or other areas of increased visibility.
 - 2. Flexibility concerning irregular, narrow, or shallow lots.
 - 3. Flexibility to approve alternative planting plans that include aesthetic design elements and hardscapes that complement the plant material such as public art, fountains, plazas, courtyards, and front yard/entrance statements.
- B. The City Planner has authority to allow flexibility to the Buffer Yard standards of this section when any of the following circumstances are found to exist:
 - 1. Natural land characteristics such as topography or existing vegetation on the proposed building site would achieve the same intent of the required Buffer Yard.
 - 2. Innovative landscaping or architectural design is employed on the building site to achieve an equivalent screening or buffering effect.
 - 3. The required Buffer Yard would be ineffective at maturity due to the proposed topography of the site, and or the location of the improvements on the site.
- C. When the acreage of a site is significantly larger than the area proposed for physical improvements or active usage, Buffer Yards shall be reserved as required by this section. However, to achieve the intent of this section, the City Planner may require an alternative location and design for required screening and plantings.
- D. When property lines abut an adjacent jurisdiction, the City Planner shall determine the specific Buffer Yard requirements along that property line after consideration of the zoning designation and or land use of the adjacent property. Requirements shall not exceed those that would be required for similarly situated/zoned property within the City.

E. Open Space Landscaping

1. Relationship to Other Landscaping Standards

Landscaping provided to meet the Boulevard Tree or Buffer standards of this section may not be counted towards meeting a development's Open Space Landscaping requirements. Parking Lot Landscaping, however, may be counted towards meeting a development's Open Space Landscaping requirements.

2. Plant Units Required

A. **Commercial, Office, Residential, & Corridor Overlay Districts**

Within commercial, office, residential, and corridor overlay zoning districts (C, C-OP, HC, R, CO, CO-I, CO-R), at least four (4) plant units shall be provided for each one thousand (1,000) square feet of lot area or fraction thereof.

B. **Mixed-Use, and Public Districts**

Within mixed-use, and public zoning districts (EMU, P) that are not within the Corridor Overlay, Redevelopment Overlay, and/or Interstate Corridor Overlay zoning districts (CO, CO-I, CO-R), at least two (2) plant units shall be provided for each 1,000 square feet of lot area or fraction thereof.

C. **Industrial Districts**

Within industrial zoning districts (LI, M) that are not within the Corridor Overlay, Redevelopment Overlay, and/or Interstate Corridor Overlay zoning districts (CO, CO-I, CO-R), at least one (1) plant unit shall be provided for each one thousand (1,000) square feet of lot area or fraction thereof.

3. Plant Unit Equivalency

The following table provides a breakdown of plant unit equivalencies.

Type of Plant Material	Equivalent Plant Units
Large Deciduous Tree	10
Large Evergreen Tree	10
Small Deciduous Tree	5
Small Evergreen Tree	5
Shrub	2
Perennial Plants	1

Existing mature trees may be counted as double the equivalent plant units noted in the table above, so long as the mature tree has a current caliper width of more than 7 inches for a large tree or more than 4 inches for a small tree, and meets all other applicable standards of this section.

4. Location of Plant Units

A minimum of seventy percent (70%) of the plant units required pursuant to this subsection shall be within front or street-side yards. In the EMU zoning district, said seventy percent (70%) requirement shall not apply.

5. Plant Unit Calculation

On-site wetlands, stormwater ponds, natural preservation areas, and outdoor recreation facilities (sports fields, tracks, playgrounds, etc.) may be excluded from the lot area square-footage value used to calculate required plant unit.

F. Parking Lot Perimeter Landscaping

1. Applicability

Parking Lot Perimeter Landscaping is required for all off-street parking and vehicle circulation areas located within 30 feet of public street rights-of-way.

2. Location

Parking lot perimeter landscaping shall be located between adjacent street rights-of-way and off-street parking areas and all vehicular circulation^[1] areas in accordance with the following table:

Parking Area Size Number of Spaces	Buffer Width Minimum (feet)	Minimum Planting/Screening Requirements ^[2]
1 - 50	4	Row of shrubs or perennial plants spaced no greater than 2-4 feet apart to create a continuous row at maturity.
	6	Masonry wall or decorative metal fence ^[3] (height between 2.5 and 3 feet) + 1 small tree or 6 shrubs/perennial grasses per 25 linear feet
	10	Berm (minimum height of 2.5 feet) + 1 small tree or 6 shrubs/perennial grasses per 25 linear feet
51 - 250	10	Masonry wall or berm, with minimum height of 2.5 feet + 1 tree and 3 shrubs, per 25 linear feet
	10	1 tree + 6 shrubs, per 25 linear feet
251+	15	Masonry wall or berm, with minimum height of 2.5 feet + 1 tree and 3 shrubs, per 25 linear feet
	15	1 tree + 6 shrubs, per 25 linear feet

Notes:

[1] Vehicular circulation refers to any surfaces intended for motor vehicle use.

[2] These are minimum standards. Use of additional planting/screening materials are encouraged to provide flexibility in design and visual interest.

[3] Decorative metal fences must be wrought iron or similar in nature. Chain link fences are not considered a decorative metal fence.

G. Parking Lot Island Landscaping

1. Applicability

All parking lots with 20 or more parking spaces shall provide landscape islands as described in this subsection.

2. Landscape Islands

- A. One interior landscape island shall be provided for every twenty (20) parking spaces, and a terminal island shall be provided at both ends of each row of parking. See Figure 1.

- B. Interior and terminal landscape islands shall be no less than six feet wide and no shorter than the length of the adjacent parking space(s).

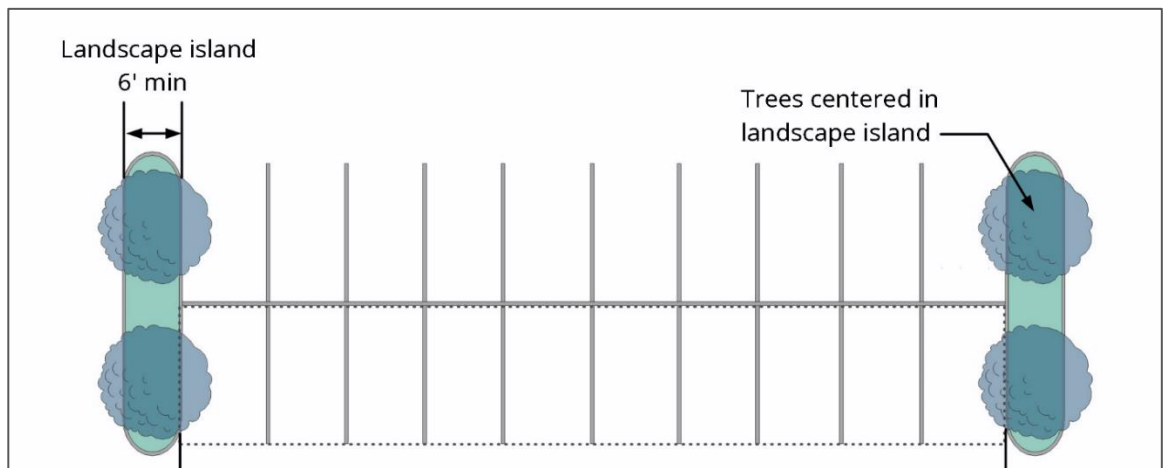


Figure 1: Double-Length Landscape Island

- C. Each landscape island adjacent to the length of one parking space shall contain at least one tree surrounded by at least 90 square feet of permeable surface area.
- D. Each double-length landscape island adjacent to the length of two parking spaces shall provide at least two trees. Trees in double length islands shall be planted no less than 15 feet apart. Each tree shall have a minimum permeable surface area of 90 square feet.
- E. Trees and any other vegetation planted within parking lot landscape islands may be counted towards Open Space plant unit minimum standards.
- F. Any remaining surface area of the island shall be covered with living plant material or other approved ground cover, such as mulch, pea gravel, river rock, or similar landscaping material.

H. Boulevard Trees

1. Coordination with Other Plans

Tree layouts (plans) shall be coordinated with existing corridor planting plans, subdivision street landscape plans, and other established landscape plans to provide the desired effect as determined by this standard and the City Forester.

2. Permit Required

The City Forester's office reviews and approves all proposed boulevard tree plantings and removals. Prior to installation or removal of a boulevard tree, an application must first be submitted and approved by the City Forester's office.

3. Minimum Requirements

The City Forester shall have final approval of proposed boulevard tree plans, species, and placement, and may approve variances from these minimum requirements where conditions necessitate.

A. Species of Trees

1. Boulevard trees shall be chosen from the City's [Approved Plant List, as maintained by the City Forester](#).
2. Boulevard trees shall be single-stem trunks with a straight vertical line.
3. Evergreen trees shall not be planted as boulevard trees.
4. Species of trees shall not be planted if the roots cause damage to public works, the branches are subject to a high incidence of breakage, and/or the fruit is considered a nuisance or high maintenance, as determined by the City Forester.

B. Number of Trees

1. In residential areas, one boulevard tree shall be planted every twenty-five (25) feet within boulevards. In all other areas, one boulevard tree shall be planted every thirty (30) feet within boulevards, unless the City Forester determines otherwise.
2. If the branches of a boulevard tree at mature height would interfere with overhead powers lines, ornamental trees may be planted at a rate of two ornamental trees for every one required canopy tree. The substitution and placement of ornamental trees shall be reviewed and approved by the City Forester.

C. Spacing of Trees

1. New trees shall be planted at least twenty-five (25) feet from existing trees.
2. On corner lots, the trees shall be planted forty (40) feet from the point of intersection of the curbs.
3. Trees shall be planted at least twelve (12) feet from driveways and alleyways, unless otherwise determined by the City Forester.

D. Size Requirements

1. At time of planting, boulevard trees must be at least 1 inch in diameter.
2. The lowest branch on the tree cannot be over 9 ½ feet above the ground.

I. Buffer Yards

1. Applicability

The requirement for Buffer Yards shall apply when:

- A. Multi-family residential development of four (4) or more units is constructed on a parcel that shares a property line with a single- and two-family residential zoning district (R-R, R-1E, R-L1A, R-1A, R-1B, R-1, R1-S, R-1SM), or existing single- or two-family residential development.

- B. Non-residential or mixed-use development is constructed on a parcel that shares a property line with any residential zoning district (R-x), or existing residential development, including multi-family development.
- C. Industrial development is constructed on a parcel that shares a property line with any non-industrial zoning district.

2. Exception

- A. These buffering requirements do not apply when residential development is constructed in non-residential zoning districts. The residential development may install screening fences and/or buffering at their discretion; however, existing or new non-residential development shall not be required to do so.

3. Screening and Buffering Along Shared Property Lines

Buffering and Screening Requirements		
Type of Development	Adjacent to:	Minimum Buffer
Multi-Family Residential (4 or more units)	Single and two-family residential district or development	Six-foot tall opaque screening fence ^[1] OR Ten-foot wide landscape buffer
Mixed-Use	Single and two-family residential district or development OR Multi-family district or development	Six-foot tall opaque screening fence ^[1] AND ten-foot wide landscape buffer OR Fifteen-foot wide landscape buffer
Non-Residential	Any residential district ^[2]	Six-foot tall opaque screening fence ^[1] AND fifteen-foot wide landscape buffer
Industrial	Any non-industrial district ^[2]	Residential or Mixed-Use district: Minimum eight-foot tall opaque screening fence ^[1] AND twenty-foot wide landscape buffer Non-Residential district: Six-foot tall opaque screening fence ^[1] AND ten-foot wide landscape buffer
NOTES ^[1] : See subsection 4-441, <i>General Fencing and Screening Requirements</i> for additional information on fence standards. ^[2] : See above: requirements do not apply to residential development in non-residential zoning districts.		

4. Buffer Planting Requirements

In side- and rear-yard landscape buffers, for every thirty (30) linear feet of required buffer, evergreen trees shall be planted as follows, unless an alternative is approved by the City Planner:

A. Ten-Foot Wide Buffer

Two (2) large evergreen trees shall be planted at least ten (10) feet apart, interspersed with four (4) shrubs, plus ground cover.

B. Fifteen-Foot Wide Buffer

Three (3) large evergreen trees at least eight (8) feet apart, interspersed with eight (8) shrubs, plus ground cover.

C. Twenty-Foot Wide Buffer

Six (6) large evergreen trees, planted in a double row, with the planting offset so as to create a continuous screen, with each tree in the same row planted least eight (8) feet apart, plus ground cover.

DRAFT

~~1. Purpose: The preservation of existing trees and vegetation, as well as the planting of new trees and vegetation, can significantly add to the quality of the physical environment of the community. The regulations outlined herein are designed to provide for the health, safety and welfare of the residents of the City of West Fargo. Landscaping Plan can provide the following benefits to the community:~~

~~a. Help reduce the cities impact on the environment.~~

~~b. Enhances green space within the city.~~

~~c. Helps provide shade and wind breaks to reduce extreme weather.~~

~~d. Reduces the hazards of flooding and aid in the control of erosion and storm water runoff. Trees can help in the stabilization of soil and replenish groundwater supplies.~~

~~e. Provides buffers and screens against noise, air pollution, and unsightly and incompatible land uses.~~

~~f. Absorb carbon dioxide and supply oxygen in our atmosphere, which is an essential ecological function in the preservation of human and animal life. Trees can provide a haven for birds which, in turn, assist in the control of insects.~~

~~g. Help aid in energy conservation.~~

~~2. Definitions: The following definitions are intended to provide a common interpretation of terms in order to avoid confusion and insure that the Standards are utilized in a uniform manner.~~

~~AESTHETICALLY PLEASING: in a pleasing manner or beautiful, indicated when someone does not necessarily have an interest or bias towards something but can still accept that it is still acceptable to look at.~~

~~APPROVED PLANT LIST: A list of plants that is approved by the City Forester and the City of West Fargo to plant within the city limits.~~

~~BACKFILL: Soil that is returned to a planting hole after a plant's roots have been positioned.~~

~~BERMS: Graded mounds of earth used to create a screen, buffer or a landscape design element.~~

~~BIOSWALE: Are landscape elements designed to remove silt and pollution from surface runoff water. They consist of a swale drainage course with gently sloped sides (less than six percent) and filled with vegetation, compost and/or riprap. Water flows throw this path, along with the wide and shallow ditch, while doing so the bioswale is designed to maximize the time water spends in the swale, which aids the trapping and filtering of pollutants and silt.~~

~~BUFFER YARD: Landscaping that is used to obstruct the view of an adjacent property.~~

~~BOULEVARD: An area located in front of a property facing a city street or public right of way.~~

~~CALIPER: A way of measurement for trees around the trunk of the tree, in other words by, measuring the outer circumference or perimeter of a tree trunk.~~

~~CITY FORESTER: Forester an employee of the city and is responsible for the promotion of the health and sustainability of the urban forest within the municipal limits of the City of West Fargo and providing public education as to the benefits and best use of the urban forest and the maintenance or such forest.~~

~~DECIDUOUS SHADE TREE: A tree that sheds all its leaves every year at a certain season.~~

~~DECORATIVE BLOCK: Generally refers to non-standard, masonry, building block. The face of the block is typically textured and contains a non-standard finish or shape.~~

~~DRIPLINE: is the area directly located under the outer circumference of the tree's branches.~~

~~DROUGHT-TOLERANT PLANT: A plant that can survive with minimum supplemental water.~~

~~EVERGREEN TREE: A tree, either broad leaf or conifer, which maintains at least a portion of its leaves or needles throughout the year.~~

~~FIFTEEN (15) GALLON TREE: Tree measuring a minimum of six (6) feet in height, four (4) feet in spread and one and one-quarter (1 1/4) inch trunk caliper measured at six (6) inches above the soil line.~~

~~FINISHED ELEVATION: The elevation/grade which re-establishes the finished grade after all site improvements are completed.~~

~~GARDEN PLANTS: The practice of growing plants. Ornamental plants are normally grown for their overall appearance such as flowers, or plants that are grown for consumption (such as but not limited to: vegetables, fruits, herbs, and leaf vegetables) or for medicinal use, which eventually die after one growing season.~~

~~GROUND COVER: Plants grown for their low spreading capabilities for the protection of soils, to prevent growth of weeds and for aesthetic purposes.~~

~~HATRACKING: is a type of pruning where most of the canopy is removed from a tree, leaving mostly branch stubs. Hatracking initiates decay in the trunk and main branches and attracts wood boring insects. Never top a tree or allow anyone to top one of your trees. Hatracking is equivalent to butchering a tree.~~

~~HARDSCAPE: Elements of the landscape constructed from non-living materials such as concrete, boulders, brick, blacktop and lumber.~~

~~IRRIGATION SYSTEM: The combination of elements such as automatic controllers, meter, pressure vacuum breakers, pipes, valves, emitters, bubblers, spray heads, tubing and other materials designed for the purpose of transporting water to landscaping.~~

~~LANDSCAPING: The combination of elements such as trees, shrubs, ground covers, vines, and other organic material that are for the express purpose of creating an attractive and pleasing environment. Plazas, patios, art, and decorative courtyards may also be considered landscape elements.~~

~~MEANDERING SIDEWALK: A sidewalk with windings or turns in a circuitous pattern.~~

~~NATIVE PLANTS: Plants that are naturally meant to be in this area.~~

~~NON-POROUS MATERIALS: A material that does not allow the movement of water and air to pass through it.~~

~~OVERHEAD SPRAY HEADS: An irrigation method that delivers water to the landscape in a spray or stream-like manner from above-ground spray heads (including pop-ups, impulse~~

~~sprinklers, rotors, micro-misters, etc., but does not include bubblers).~~

~~PERENNIAL: A non-woody plant that lasts for more than two growing seasons.~~

~~POROUS/PERMEABLE MATERIAL: A material that does allow the movement of water and air to pass through it.~~

~~PUBLIC RIGHT OF WAY (ROW): The strip of land over which facilities such as highways, railroads, or power lines are built. The customary or legal right of a person, vessel, or vehicle to pass in front of another.~~

~~RIP-RAP: Hardscape materials that provide erosion protection along a drainage way (i.e. large boulders).~~

~~ROCK MULCH: A non-soluble protective covering which includes rock, gravel, decomposed granite, or crushed rock applied to the soil surface to reduce weed growth, reduce evaporation of moisture from the soil surface, maintain even temperature around plant roots, and slow erosion.~~

~~RUNOFF: Irrigation water that is not absorbed by the soil to which it is applied and which flows onto other areas. Runoff may result from water that is applied at too great a rate (application rate exceeds infiltration rate) or where a severe slope exists.~~

~~SOIL: All unconsolidated mineral and organic material of whatever origin that overlies bedrock and can be readily excavated.~~

~~SOIL AMENDMENTS: Organic and inorganic material added to soils to improve texture, nutrients, moisture holding capacity, and infiltration rates.~~

~~STEM WALL: A wall usually less than two (2) feet in height, used to divert or direct storm water flows within an area specified by the Department of Public Works.~~

~~SWALES: A depression in grade to control and direct the flow of surface water.~~

~~TOPSOIL: The top layer of native soil that is usually better for plant growth than what is beneath it. The term is also used to describe good soil imported for landscaping.~~

~~TURF: Any grassy area maintained by frequent mowing, fertilization and watering used for lawn and playing fields.~~

~~TWENTY-FOUR (24) INCH BOX TREES: Trees measuring a minimum of eight (8) feet in height, and six (6) feet in spread with a two (2) inch trunk caliper measured at six (6) inches above the soil line.~~

~~XERISCAPING: Xeriscaping is a creative method of landscaping that emphasizes water conservation. This is accomplished by following sound horticultural and landscaping practices, such as planning and design, soil improvements, limited turf areas, use of mulches, use of low water demand plants, efficient irrigation, and appropriate maintenance. When combined, these practices will produce an attractive, efficient, sustainable landscaping arrangement for residential, commercial and industrial situations.~~

~~3. General Goals and Objectives for Landscape Standards:~~

~~a. Clearly define spaces, articulate use areas, and unify site elements through use of landscape materials:~~

~~(1) Create a distinction of natural planting areas and implemented landscaping.~~

~~(2) Use consistent site features such as signs and benches.~~

~~b. Provide clear wayfinding as appropriate for facilities and properties:~~

~~(1) Create a strong entry.~~

~~(2) Provide clear direction to primary building entries.~~

~~(3) Enhance circulation corridors with trees and plant materials.~~

~~c. Support a safe and clear circulation system(s):~~

~~(1) Provide appropriate sidewalk and roadway width as described in the Site Design Standards.~~

~~(2) Improve visibility, safety, and aesthetics as appropriate for facilities.~~

~~d. Use sustainable landscaping practices:~~

- ~~(1) Limit and control erosion throughout site.~~
- ~~(2) Minimize use of non-sustainable fertilizers, herbicides, and pesticides~~
- ~~(3) Use plant material to reduce adverse climatic conditions such as heat, wind, and precipitation.~~
- ~~(4) Guide future development toward sustainable and environmentally sound design through use of native and locally available plant material, reclaimed water irrigation, and other practices.~~
- ~~(5) Feature native plant material.~~
- ~~(6) Reinforce a natural context of the site by simulation a natural type of planting.~~
- ~~(7) Consider xeriscaping approaches where natural, low maintenance plant material would be desired (i.e. exterior fringes of plant site).~~

~~4. Applicability: The requirements of this division apply to all development within the City. All street boulevards are required to have boulevard trees unless the City Forester deems otherwise. Single family, twin home and two family residential and industrial properties are not required to meet proposed plant units for each lot, though they are encouraged to do so; however, all multiple family properties, commercial properties and properties within any overlay district are required to adhere to the plant unit chart standards. All properties which require green areas (grassed) or landscaped open space, shall have the appropriate landscaping completed prior to the issuance of a certificate of occupancy. A temporary certificate of occupancy may be issued when weather and/or seasonal conditions do not allow the installation of landscaping with a schedule for completion as may be approved by the City Planner.~~

~~5. Plant Standards:~~

~~A. General Standards:~~

- ~~(1) Acceptable trees include, but are not limited to; those identified as suitable for the~~

~~intended use in the "Approved Plant List."~~
~~Acceptable vegetative ground cover consists of shrubs and ground cover including grass and native prairie grass.~~

- ~~(2) Species of trees shall not be planted if the roots cause damage to public works, the branches are subject to a high incidence of breakage, and the fruit is considered a nuisance or high maintenance, as determined by the City Forester.~~
- ~~(3) All trees shall be planted in good condition. All plant materials to be installed shall be nursery grown and root pruned stock free of insects, disease, and defects.~~
- ~~(4) The developer shall plant, or install, as appropriate grass, tree grates, porous pavers, or similar pervious surfaces, which shall extend to twice the initial drip line of the newly planted tree. Minimum tree grate size shall be five square feet.~~

~~B. Approved Plant List: The City shall maintain a Plant List identifying plants compatible with local soils and climatic conditions including salt tolerance, sun and heat exposure, and mean low temperature. All required landscape plants must be selected from the Plant List. Plant material shall be selected that is best suited to withstand the soil and physical growing conditions on the project site. Plant species that are freeze and drought tolerant are preferred. Protection and preservation of native species and natural areas is encouraged.~~

~~6. Landscaping Material:~~

~~A. Where landscaping and associated landscape plans are required, the landscaping materials shall consist of the following:~~

- ~~(1) Walls and Fences: Walls shall be constructed of natural stone, brick or other appropriate aesthetically pleasing decorative materials. Chain link fencing will be permitted only if covered with plant material or otherwise screened.~~

~~a. Retaining: Retaining walls exceeding four (4) feet in height, including stage walls~~

~~which cumulatively exceed four (4) feet in height, must be constructed in accordance with plans prepared by a registered engineer or landscape architect of brick, concrete or natural stone. Artificial material may be approved if appropriate. A building permit is required.~~

~~(2) Earth Berms: Earth berms shall be physical barriers, which block or screen the view similar to a hedge, fence, or wall. Mounds shall be constructed with proper and adequate plant material to prevent erosion. A difference in elevation between areas requiring screening does not constitute an existing earth mound, and shall not be considered as fulfilling any screening requirement.~~

~~(3) Plants: All plant materials shall be living plants; artificial plants are prohibited. Plants to be selected from the approved plants list, following this division or as approved by City Forester. Plant materials shall meet the following requirements:~~

~~(a) Deciduous Trees: Shall be species having an average crown spread of greater than fifteen (15) feet and having trunk(s) which can be maintained with over five (5) feet of clear wood in areas which have visibility requirements, except at vehicular use area intersections where an eight-foot clear wood requirement will control. Trees having an average mature spread of crown less than fifteen (15) feet may be substituted by grouping of the same so as to create the equivalent of a fifteen-foot crown spread. A minimum of ten (10) feet overall height or minimum caliper (trunk diameter, measured six (6) inches above ground for trees up to four (4) inches caliper) of at least two and one-half (2 ½) inches immediately after planting shall be required. Trees of species whose roots are known to cause damage to public roadways or other public works shall not be placed closer than fifteen (15) feet to such public works,~~

~~unless the tree root system is completely contained within a barrier for which the minimum interior containing dimensions shall be five (5) feet square and five (5) feet deep and for which the construction requirements shall be four (4) inches thick, reinforced concrete.~~

- ~~(b) Evergreen Trees: Evergreen trees shall be a minimum of six (6) feet high with a minimum caliper of one and one-half (1 ½) inches when planted.~~
- ~~(c) Shrubs and Hedges: Deciduous shrubs shall be at least two (2) feet in average height when planted, and shall conform to the opacity and other requirements within four (4) years after planting. Evergreen shrubs shall be at least two (2) feet in average height and two (2) feet in diameter.~~
- ~~(d) Vines: Vines shall be at least twelve (12) inches high at planting, and are generally used in conjunction with walls or fences.~~
- ~~(e) Grass or Ground Cover: Grass shall be planted in species normally grown as permanent lawns, and may be sodded, plugged, sprigged, or seeded; except in swales or other areas subject to erosion, where solid sod, erosion reducing net, or suitable mulch shall be used, nurse-grass seed shall be sown for immediate protection until complete coverage otherwise is achieved. Grass sod shall be clean and free of weeds and noxious pests or diseases. Ground cover such as organic material shall be planted in such a manner as to present a finished appearance and seventy-five (75) percent of complete coverage after two (2) complete growing seasons, with a minimum of fifteen (15) inches on center. In certain cases, ground cover also may consist of rocks, pebbles, sand and similar materials if approved by the city.~~

~~7. Material Specifications:~~

- ~~A. Minimum Number of Trees Required: A property owner should have a variety of trees on their property. This will allow the trees to be less prone to disease and have a healthy life. It is suggested that as many different tree species be placed on the site as possible but a minimum number of a variety of tree species shall be provided in accordance with the following table:~~

Number of Trees	Number of Species
1 - 3	1
4 - 6	2
7 - 9	3
10 - 12	4
13 - 15	5
16 - 18	6
19 - 21	7
22 - 24	8
25 +	9

- ~~B. Plant Units: Residential and industrial districts are encouraged to follow the number of plant units for each lot as described below. All multiple family residential, commercial and overlay Zoning districts must have a minimum number of plant units on each lot. These standard plant units are (4) units for every thousand (1,000) square feet of a lot. Only the plants on the owner's property will be counted towards required total plant units. Garden plants will not count toward the plant units. Below, is the equation of the plant units per square footage and the plant units chart:~~

~~(See Chart on Following Page)~~

$$\frac{(\text{Square Footage of Lot})}{1000} \times 4 = \text{Plant Units}$$

1000

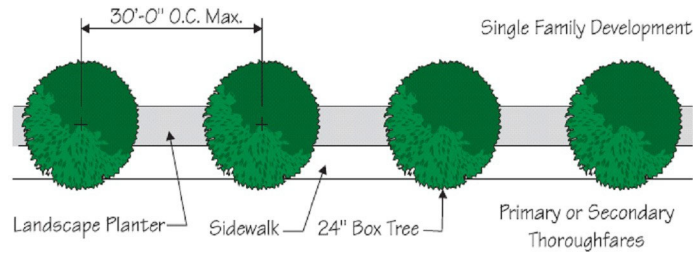
PLANT UNITS CHART		
Large, Mature Deciduous Tree	1.5 to 3-inch - > 30 foot mature height	10
Large, Mature Evergreen Tree	5 to 6 foot height - > 30 foot mature height	10
Small, Mature Deciduous Tree (Max. of 20% of plant units)	1.5 to 3-inch caliper - 12 to 30 foot mature height	7
Small, Mature Evergreen Tree (Max. of 20% of plant units)	3 to 4 foot height - 12 to 30 foot mature height	7
Mature Shrub	2 gallon	5
Perennial Plants	2 gallon	3

C. ~~Onsite Retention: If an area where a wetland, bioswale, rain garden, or native prairie grass is designated for onsite retention, the square footage of that area will be excluded from the total lot area prior to calculation of plant units.~~

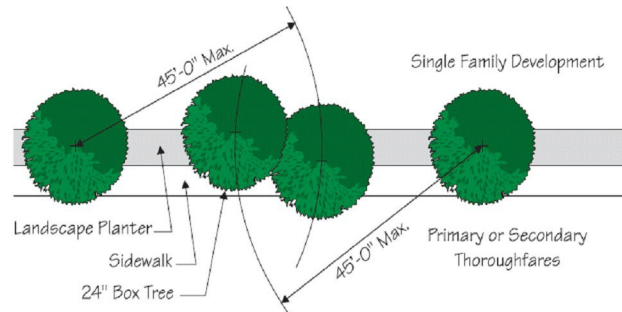
8. Boulevard and Street Vegetation:

A. ~~Tree Layouts: Tree layouts (plans) shall be coordinated with existing corridor planting plans, subdivision street landscape plans, and other established landscape plans to provide the desired effect as determined by this standard and the City Forester. It is required by the City to have at least one (1) tree on all street boulevards every thirty (30) feet, unless the City Forester determines otherwise. Trees shall be planted twelve (12) feet from driveways and alleyways. The spacing shall be at least twenty-five (25) feet from existing trees. On corner lots, the trees shall be planted forty (40) feet from the point of intersection of the curbs. The City Forester or City Planner shall have final approval of the location of the tree and have the right to approve variances from the above requirements where conditions necessitate. Recommended tree layouts are as follows:~~

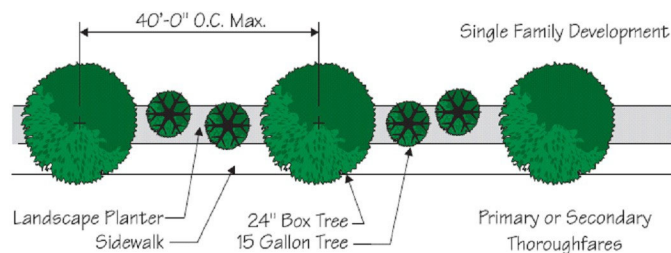
- ~~(1) Alternative 1: Spacing of trees shall not exceed thirty (30) feet on center.~~



- ~~(2) Alternative 2: Clustering of trees is allowed if: the total number of trees exceeds the minimum number of trees required by at least one (1) tree; the spacing between any two (2) trees does not exceed forty-five (45) feet; and at least three (3) trees are located within a forty five (45) feet radius.~~



- ~~(3) Alternative 3: The minimum number of trees required is one (1) 24 inch box deciduous or evergreen tree for every forty (40) linear feet of planter plus one (1) extra 24 inch box tree. In addition, two (2) 15 gallon deciduous or evergreen trees shall be required for every forty (40) linear feet of planter, and will be located between the 24 inch box trees. The spacing of the 24 inch box trees shall not exceed forty (40) feet on center. The 15 gallon trees can be either regularly spaced or grouped in between the 24 inch trees.~~



~~B. Size Requirements: No tree measuring less than 1 1/4" in diameter of trunk one foot above ground may be planted on the City Boulevard. The lowest branch shall not be over 9 1/2 feet from the ground. The Tree must be a single stem trunk and have a straight vertical line.~~

~~9. Buffer Yards:~~

~~A. Purpose: The purpose of buffer yards is to limit the view and reduce the noise between abutting incompatible uses, and to ease the transition from one zoning district to another. Buffer yards are intended to provide a physical integration of uses, which promote the public health, welfare and safety by:~~

- ~~(1) Preventing visual pollution;~~
- ~~(2) Preventing the overcrowding of land;~~
- ~~(3) Preventing the undue congregation of people and vehicles; and~~
- ~~(4) Promoting the peaceful enjoyment of property within the City of West Fargo.~~

~~B. When Required:~~

- ~~(1) A buffer yard shall be required of any lot in any zoning district when the lot in that district abuts a zoning district of lower intensity.~~
- ~~(2) When a public right-of-way separates zones of different intensities, the following criteria shall apply, regardless of whether the zoning line is on one side or the other or the center of the public right-of-way:~~
 - ~~(a) If the public right-of-way is an alley, a buffer yard with screening shall be provided.~~
 - ~~(b) If the public right-of-way is a local or collector street, a buffer yard with screening shall be provided on any side or rear of the higher intensity use which abuts the right-of-way as per the table below, or according to approved subdivision landscaping plans or corridor~~

~~overlay district plans; however the buffer yard shall not be required on the front of the higher intensity use where the front abuts the public right-of-way.~~

~~(c) If the public right-of-way is an arterial street or highway, no buffer yard or screening shall be required for the portion of the higher intensity use abutting the public right-of-way.~~

~~(3) When single and two-family uses are located on Arterial streets and Interstate 94.~~

~~(4) When a site plan is submitted to modify or expand an existing building or site improvements, or accommodate a change in land use, buffer yard and screening requirements shall only be applied to those portions of the site that are directly affected by the proposed improvements, or change in land use, as determined by the City Planner.~~

~~C. General Standards:~~

~~(1) Buffer yards shall contain vegetative and/or architectural screening that achieves the purpose of the buffer yard, and which meets the requirements for screening, Buffer Yards Screening and Zoning Standards Table, below.~~

~~(2) The maximum slope of any buffer yard shall be 2H: 1V where H is the horizontal distance and V is the vertical distance. Additional width shall be added to any portion of any buffer yard which exceeds this slope such that the minimum buffer yard width is met by land less steep than 2H: 1V.~~

~~(3) The buffer yard shall be located entirely within the higher intensity zoning district and abutting the zoning district line or adjacent right-of-way if such right-of-way separates the lot from the zoning district line. However, the buffer yard may be placed in the lower intensity zoning district or partially within both zoning districts if both sides of the zoning district line and entire buffer yard width are within common ownership and a permanent easement is provided over any~~

~~portion of the buffer yard not within the higher intensity zoning district.~~

- ~~(4) A driveway required to serve the principal structure on the site may exist in the buffer yard. This driveway shall run substantially perpendicular to the buffer yard.~~
- ~~(5) Buffer yards shall be maintained in a natural condition free of structures, loading or storage areas, parking, roads, or driveways except as provided for in (4) above.~~
- ~~(6) Buffer yards required by this standard shall be applied equally to all similarly situated properties. Modifications to these standards may be granted in writing by the City Planner, if the City Planner finds any of the following circumstances exist on the proposed building site, or surrounding properties:~~
 - ~~(a) Natural land characteristics such as topography or existing vegetation on the proposed building site would achieve the same intent of this section.~~
 - ~~(b) Innovative landscaping or architectural design is employed on the building site to achieve an equivalent screening or buffering effect.~~
 - ~~(c) The required screening and landscaping would be ineffective at maturity due to the proposed topography of the site, and or the location of the improvements on the site.~~
 - ~~(d) The topography of adjacent and surrounding sites is such as to render required screening ineffective at maturity.~~
- ~~(7) When the acreage of a site is significantly larger than the area proposed for physical improvements or active usage, buffer yards shall be reserved as required by this section. However, to achieve the intent of this section, the City Planner may require an alternative location and design for required screening and plantings.~~

- ~~(8) When property lines abut an adjacent jurisdiction, the City Planner shall determine the specific screening and buffering requirements along that property line after consideration of the zoning designation and or land use of the adjacent property. Requirements shall not exceed those that would be required for similarly situated/zoned property within the City.~~
- ~~(9) Dimensions: Buffer yard dimensions and screening requirements shall be provided as detailed in the table below:~~

Buffer Yards, Screening, and Zoning Standards Table

BUFFER YARDS	ARCHITECTURAL	VEGETATIVE
A	4' Screen 10' Buffer Yard Small Evergreen Trees Alternated with Deciduous Trees	20' Buffer Yard Small Evergreen Trees, Alternated with Deciduous Trees, and One Row Evergreen or Other Shrubs
B	6' Screen 15' Buffer Yard Small Evergreen Trees Alternated with Deciduous Trees	30' Buffer Yard Small Evergreen Trees, Alternated with Deciduous Trees, and One Row of Evergreen or Other Shrubs
C	6' Screen 25' Buffer Yard Large and Small Evergreens Alternated with Deciduous Trees	50' Buffer Yard Large Evergreen Trees, Alternated with Deciduous Trees, Small Evergreen Trees, and One Row of Evergreen or Other Shrubs
D	8' Screen 30' Buffer Yard Large Deciduous Trees Alternated with Large Evergreen Trees	60' Buffer Yard Large Evergreen Trees, Alternated with Deciduous Trees, Small Evergreen Trees, and One Row of Evergreen or other Shrubs

Abutted Existing District					
Developers or Selected District	R1, R-1A, R-1B, R-1E, R-L1A, R-R	R-2, R-3, R-4, R-5	A	C, C-OP, HC, LI, P	M
R1, R-1A, R-1B, R-1E, R-L1A, R-R	N/A	A	B	C	D
R-2, R-3, R-4, R-5	A	N/A	A	B	C
A	B	A	N/A	A	B
C, C-OP, HC, LI, P	C	B	A	N/A	A
M	D	C	B	A	N/A

~~10. Screening:~~

~~A. When Required:~~

- ~~(1) Screening shall be provided within a buffer yard to ease the transition of one land use or activity to another, to achieve the purposes of the buffer yard. Screening may be accomplished through architectural or vegetative materials.~~
- ~~(2) Screening shall be provided, in addition to the requirements listed below, for:~~
 - ~~(a) All articles or materials being stored, maintained, repaired, processed, erected, fabricated, dismantled, or salvaged, such that the activity is not visible from surrounding properties or roads.~~
 - ~~(b) Refuse storage and loading areas such that these activities are not visible from surrounding properties or roads.~~
 - ~~(c) Rooftop and ground level mechanical equipment such that it is not visible from surrounding properties or roads.~~

~~(d) All trash dumpsters or containers used for recycling shall be screened on three sides with architectural screening supplemented by plantings. Screening shall be based upon the standards below and subject to the approval of the City Planner.~~

~~1) Four-foot tall architectural screening is acceptable when household style trash containers are used in place of dumpsters;~~

~~2) The requirement for supplemental plantings may be waived by the City Planner in cases where dumpsters or containers are added to an existing development. In determining whether to grant a waiver, the City Planner shall be guided by these standards: proximity of the facility to residential structures; efficacy of screening to mitigate any adverse effect of the use; and benefit of the screening relative to its cost.~~

~~3) When a site plan is submitted to modify or expand an existing building or site improvements, or accommodate a change in land use, screening requirements shall only be applied to those portions of the site that are directly affected by the proposed improvements, or change in land use, as determined by the City Planner.~~

~~4) Screening for single family and two-family uses along Arterial streets shall follow type "B" buffer yards. Screening for single family and two-family uses along Interstate 94 shall follow type "D" buffer yards. Screening for multiple family uses along Interstate 94 shall follow type "B" buffer yards.~~

~~B. General Standards:~~

- ~~(1) Screening shall be continuous and in place at the time of occupancy. If vehicular or pedestrian access through the screen is necessary, the screening function shall be preserved, and approved by the City Planner.~~
- ~~(2) Requirements: Screening may be architectural or vegetative, per the requirements below:~~
 - ~~(a) Visual Impact: Required screening for any visual impact may be achieved with fences, walls, earth berms, hedges or other landscape materials. All walls and fences shall be architecturally harmonious with the principal building. The use of chain link fences equipped with slats is prohibited. Earth berms shall not exceed a slope of 3:1 unless provided with landscaping designed to minimize maintenance. The screen shall be designed to provide effective visual barrier during all seasons.~~
 - ~~(b) Height: Architectural screening shall be at least four feet in height, and shall be supplemented with plantings.~~
 - ~~(c) Health: Vegetative material shall be alive and in good health.~~
 - ~~(d) Small Coniferous Trees: shall be at least 4 feet in height at planting and allowed to grow to at least 6 feet in height. Large evergreen trees shall be at least 6 feet in height at planting and allowed to grow at least 10 feet in height. All required evergreen vegetation shall be maintained in good condition.~~
 - ~~(e) Deciduous Trees: shall be at least 1" caliper 10' to 12' in height. They shall be supplemental and not deemed to be adequate screening in themselves.~~
 - ~~(f) Plants: Acceptable vegetative plantings include any tree listing in the "Approved Plant List" for screening purposes.~~

- ~~C. Screening design and development shall be compatible with the existing and proposed land use and the development character of the surrounding land and structures.~~
- ~~D. Screening shall be of sufficient density and diversity to achieve the intent of this section. However, at the time of planting, the spacing of trees shall not exceed twelve (12) feet on center, and the planting pattern shall be staggered. Shrubbery shall be more closely spaced. Specific exceptions to this requirement may be granted by the City Planner to encourage quality and creativity of design where the intent of this section is met.~~
- ~~E. Existing vegetation within buffer yards shall be considered as a substitute for otherwise required landscaping or screening, if in the opinion of the City Planner, the type, size, and density of the existing vegetation complies with the standards and intent of this section.~~
- ~~F. When a proposed buffer yard has a variation in elevation of greater than 10 vertical feet at any point, the required screening or landscaping within the yard shall be placed to maximize the effectiveness of the screening or landscaping, as determined by the City Planner.~~
- ~~G. Trees planted to meet any of the screening requirements may also be used to meet any other landscaping requirement within this standard.~~
- ~~H. Screening required by this Section shall be applied equally to all similarly situated properties. Modifications to these standards may be granted in writing by the City Planner if the City Planner finds any of the following circumstances exist on the proposed building site, or surrounding properties:~~
- ~~(1) Natural land characteristics such as topography or existing vegetation on the proposed building site would achieve the same intent of this section.~~
 - ~~(2) Innovative landscaping or architectural design is employed on the building site to achieve an equivalent screening or buffering effect.~~

~~(3) The required screening and landscaping would be ineffective at maturity due to the proposed topography of the site, and or the location of the improvements on the site.~~

~~(4) The topography of adjacent and surrounding sites is such as to render required screening ineffective at maturity.~~

~~11. River Buffer: A healthy and properly watershed buffer zone shall stabilize the shoreline or stream bank, provide erosion control benefits, provide a source of organic matter for aquatic organisms, capture nutrients, reduce flood peak flows, and provide water temperature controls.~~

~~A. River District is hereby created to celebrate, conserve, promote, and manage those areas on such as the Sheyenne River within the corporate limits of the City of West Fargo. These watershed buffer standards will ensure that new development is compatible with and enhances the unique river resources. It is the intent of these standards to promote economic revitalization throughout the river valleys while providing for an opportunity for enjoyment of the river by a maximum number of citizens, neighbors, and guests. The goals of the River District are to:~~

~~(1) Promote the protection and improvement of the Sheyenne River as water resources;~~

~~(2) Promote responsible development that will result minimal stormwater runoff, soil erosion, river bank destabilization, grading, and flood damage;~~

~~(3) Promote the preservation of a vegetative river resource corridor between the top of the river bank and new development to protect property from flooding and to enhance water quality;~~

~~(4) Encourage the planting of specific riparian landscaping that will aid in controlling erosion, improving water quality, reducing stormwater runoff, enhancing fish and wildlife habitats, and protecting visual quality;~~

- ~~(5) Promote the protection of existing natural areas, wetlands, and habitats, especially bluffs along the rivers;~~
- ~~(6) Encourage the establishment of vegetative buffer yards between incompatible land uses to lessen negative impacts;~~
- ~~(7) Encourage the conservation, protection, and promotion of the district's natural, cultural, and historic resources to enhance its value as a significant amenity to West Fargo's citizens, neighbors, and tourists;~~
- ~~(8) Promote improvements to existing infrastructure and the coordination of all new utility improvements;~~

~~B. Conditional Uses: Any use that's not natural to the Sheyenne River and is manmade, is subject to a conditional use permit and the use in the River District must be approved by the City Planner.~~

~~C. General Standards: The following standards shall be required for uses in the River District.~~

- ~~(1) River District: The River District is any area that is a one hundred (100) feet from the Sheyenne River bank.~~
- ~~(2) Landscaping/Buffering Standards: Landscaping and/or buffering shall be provided as required. Tree species suitable for a river environment shall be specified in the "Approved Tree List" for required landscaping and buffering in the River District. In areas experiencing natural stream bank erosion, planting of riparian vegetation shall be the required stabilization measure.~~
- ~~(3) Parking Standards: Parking lots shall be allowed if approved by a conditional use permit if the parking lot doesn't harm the river but not recommended in the River District. No parking shall be permitted in any setback more than fifty (50) feet or less from the river. Uses in the River District shall be permitted a 20 percent reduction in required parking. Shared parking arrangements and common parking areas are encouraged.~~

- ~~(4) Design Standards: The Design of the River District is to be a natural look. It shall include native plantings and native trees to this area. The speculative grading of land within the River District is prohibited. Natural slopes in excess of 45 degrees shall not be graded, and the existing vegetation shall not be removed. Buffers or shorelines shall have bands or strips with permanent vegetation that run adjacent to the river. The purpose of a buffer is to provide a protective barrier or cushion between activities occurring on the upland side of the buffer and the river.~~
- ~~(5) Construction: All new or expanded operations/ construction located within or near the River District must take all precautions not to harm the river by polluting, increasing erosion, or littering.~~
- ~~(6) Storage: Outdoor storage of materials is prohibited in the river district.~~
- ~~(7) Walking Trail: The development of a pedestrian trail/greenway along the rivers is encouraged within the River District. Land owners are encouraged to dedicate/grant a dry land right-of-way or easement within the river resource yard.~~

~~12. Open Space Landscaping:~~

- ~~A. Undeveloped Areas: All undeveloped areas of the site, excluding protected wetlands, river districts, and tree preservation areas, shall be seeded or sodded. Seeding includes native prairie grass. In addition, an appropriate mix of trees and other plant material shall be provided to create an aesthetically pleasing site. Native plantings and xeriscaping is recommended but not limited to.~~
- ~~B. Undeveloped Areas Next to Public ROW: Where undeveloped or open areas of a site are located adjacent to public right-of-way, the plan shall provide for over-story boulevard trees. A minimum of one (1) tree for every thirty (30) feet of frontage is required. The City Planner may approve alternatives if it meets the intent of the ordinance.~~

~~13. Parking Lot Landscaping Standards:~~

- ~~A. Perimeter areas: When parking lot perimeters, including driveways and drive aisles, are not entirely screened visually by an intervening building or structure or land mass from any abutting right-of-way, there shall be provided landscaping designed to buffer direct views of cars and hard surface areas. The landscaping must break up expanses of hard surface areas, help to visually define boulevards and soften direct views of parking areas and provide for reforestation with overstory tree from the approved tree species list identified for parking or other species as approved by City Forester or City Planner.~~
- ~~1. Perimeter Dimensions: The perimeter of the parking lot will consist of an area ten (10) feet to the outside of the parking lot area in all directions where otherwise green space would be. Within this ten (10) foot dimension the following shall apply:~~
- ~~(a) A six (6) foot minimum dimension to all trees from edge of pavement so that this would provide space to where vehicles overhang;~~
 - ~~(b) A four (4) foot minimum dimension to all trees where vehicles to not overhang; and~~
 - ~~(c) A four (4) foot minimum dimension for perennials and shrubs.~~
- ~~B. Interior Landscaping Any open vehicular use areas containing more than six thousand (6,000) square feet of area, or twenty (20) or more vehicular parking spaces, shall provide interior landscaping in accordance with this division in addition to "perimeter" landscaping. Interior landscaping may be peninsular or island types. Landscaped area shall include all parking lot and drive islands and perimeter vegetative landscaping or green space. Required setback areas shall be excluded. There may not be more than twenty (20) continuous parking spaces (40 back to back) in a continual row without providing an island or peninsular landscaping.~~
- ~~C. Curbing: Concrete curbing is encouraged to protect landscaped areas unless the area is implemented to be a rain garden or bioswale.~~

~~D. Soil: All landscaping areas shall have the proper soil preparation to ensure the viability of the vegetation to survive. The landscaping plan shall provide specifications for proper soil preparation.~~

~~14. Landscape Aesthetics and Design Criteria: Landscaping plans shall provide for an appropriate mix of plantings around the exterior footprint of all buildings. The intent of this section is to improve the appearance of the structures and, where necessary, break up large unadorned building elevations. These plantings are not intended to obscure views of the building or accessory signage.~~

~~A. Aesthetics: Landscape areas shall be designed with an emphasis on aesthetic appeal, function, safety, appropriateness to site conditions, and water conservation. The grouping of plants with similar water requirements is encouraged.~~

~~B. Xeriscaping: Xeriscaping is recommended throughout all landscapes.~~

~~C. Utility Lines: Where overhead utility lines are located above landscape, small ornamental trees that do not exceed the growth of fifteen (15) feet shall be substituted instead of large shade tree that will have to be trimmed after tree has matured.~~

~~D. Lawn Grass: Grass may be sodded, plugged, sprigged, or seeded, except that solid sod shall be used in swales or other areas subject to erosion. Slopes steeper than 10:1 shall be sodded. However, if natural prairie grass, cattails, or reeds are being implemented proper erosion control practices shall be engaged.~~

~~E. Mulch: All trees, shrubbery, ground cover, and vine planting beds shall be mulched with standard mulch materials such as shredded cypress bark, pine bark chips, pine straw, or decorative stone to prevent invasion of other plant species and weeds, to absorb and retain moisture for the benefit of the plants, to prevent erosion, to enrich the soil, to provide protection from maintenance equipment, and to present a neat and orderly appearance of the landscaped area.~~

~~15. Existing Trees and Landscapes:~~

~~A. Existing Tree Requirements: Where the site contains existing trees, a special effort shall be made to preserve them in accordance with the following requirements:~~

~~(1) Protect: Trees in a healthy condition shall be protected and preserved.~~

~~(2) Removing Trees: Removal of unhealthy or diseased trees is mandatory, however removal of healthy trees of a height of six feet or more shall be done only with approval of the City Forester. Tree replacement may be required.~~

~~(3) Construction: Trees to be preserved shall be protected during construction operations by the use of barricades or fencing large enough to include everything inside the outer edge or drip line of the tree and conspicuous enough to be seen easily by operators of trucks and heavy equipment.~~

~~(4) Grading: No grade changes shall be made around existing trees without approval of the City Forester. Retaining walls shall be used when changing existing grades around specimen trees.~~

~~(5) Roots: Tree roots shall be protected and preserved where possible. Tunneling shall be used to avoid damaging roots where construction in the immediate area is necessary. No trenching of tree roots within twenty feet of the trunk shall be performed without approval of the City Forester.~~

~~(6) Chemicals: Chemical poisoning and run-off from petroleum products, lime and mortar, fertilizers, pesticides, soil sterilants, or the washing of equipment designed to apply these materials shall be prohibited, within the dripline of trees to be preserved.~~

~~(7) Tree Rows: Agricultural tree rows (wind breaks) shall not be removed unless authorized by the City Forester or the City Council. These trees are not only an important part of the City's quality, but are needed to help~~

~~control extreme winds and weather. Adequate measures shall be taken to mitigate any danger to the preservation or health of the tree rows. If agricultural tree rows (wind breaks) cannot be preserved, based upon the discretion from the City Forester stating that the trees are no longer in a healthy condition, the trees may be removed. Tree rows authorized for removal shall be replaced and/or additional landscape enhancement shall be provided as approved by the City Planner.~~

~~B. Wooded Areas:~~

- ~~(1) Wooded areas with mature trees are to be preserved, at the applicants option may be included to meet all or part of the canopy requirements, provided the site plan identifies such trees and the trees meet the standards of size, health, placement, etc. set out in this section. The City Forester shall evaluate use of existing trees to ensure they have adequate health and strength to allow such use.~~
- ~~(2) Existing trees in wooded areas designated to be included as part of these requirements should be protected during construction by fencing placed at a distance in feet equal to or greater than one and a half (1 ½) times the diameter of the tree in inches at the height of four (4) feet.~~

~~16. Installation:~~

- ~~A. Materials: All materials installed shall conform to the approved landscape plans. If any changes of materials are desired, amended plans must be submitted and approved before installation.~~
- ~~B. Curb Cuts and Driveway: Curb cuts and driveway aprons which are abandoned shall be removed and replaced with standard curbing and sod.~~
- ~~C. Construction: During installation of landscaping, grassed areas off-site or within the public rights-of-way which have been disturbed by construction activity shall be cleaned of all debris, regraded to the proper elevations, and resodded or reseeded. Any preserved vegetation areas that have been damaged or removed shall be~~

~~replanted and refurbished to restore the area as much as possible to its original condition.~~

~~17. Maintenance:~~

- ~~A. Duty to Trim Trees: It shall be the duty of all persons, whether owners or tenants, to keep the shade trees along the public streets and avenues adjoining such property trimmed in such a manner that such trees shall not interfere with travel on said streets, avenues, and sidewalks.~~
- ~~B. Responsible: The property owner and tenant shall be jointly and severally responsible for maintenance of all required landscape, irrigation, and hardscape improvements as originally approved. This maintenance requirement shall carry with the land and shall be the responsibility of any subsequent owners and tenants of the property. It is the responsibility of the owner to notify any subsequent owners of the property of this responsibility.~~
- ~~C. Improvements: Landscape areas and site improvements shall be maintained in good condition for a healthy, neat, and orderly appearance and shall be kept free from weeds and debris. All plant materials shall be maintained in a healthy and vigorous condition through proper irrigation, fertilization, pruning, weeding, mowing, and other standard horticultural practices so as to grow to their normal shape, color, and height, and to fulfill the required functions of screening, shading, buffering, and aesthetic appeal set forth by the City. The hatracking of trees is prohibited. All dead plants shall be replaced. All damaged plants including lawn grass shall be replaced or restored. Mulch shall be at the proper coverage and depth.~~
- ~~D. Hardscapes: Pavement, curbing, wheel stops, and other hardscape improvements shall be sound and in place. If it is determined by maintenance inspections that such curbs are insufficient to prevent vehicular encroachment, then installation of bollards or similar devices substantial enough to prohibit encroachment may be required. Any such fixtures shall be architecturally consistent with other site fixtures and structures for materials and colors.~~

~~E. Violations: The City shall notify the property owner and tenant in writing of any maintenance violations. Upon notification of a maintenance violation, the property owner, tenant, or authorized agent shall correct the violation within 30 days. Where immediate attention and care may restore damaged plants, the owner or tenant shall submit a treatment narrative and schedule prepared by a registered landscape architect or a local nursery professional. If the treatment plan and procedures fail to restore the plants to vigorous growth to meet their normal growth habit and the original design intent within 90 days, then the plants must be replaced.~~

~~18. Replacement:~~

~~A. Tree Replacement Requirements:~~

- ~~(1) City Policy: It is the policy of the City to preserve natural woodland areas throughout the city and with respect to specific site development to retain as far as practical, substantial tree stands which can be incorporated into the overall landscape plan.~~
- ~~(2) Tree Health: The owner, tenant, and their respective agents shall be held jointly and severally responsible to maintain their property and landscaping in a condition presenting a healthy, neat and orderly appearance and free from refuse and debris. Plants and ground cover which are required by an approved site or landscape plan and which have died shall be replaced within three (3) months of notifications by the city. However, the Zoning Administrator may extend the time for compliance up to nine (9) months in order to allow for seasonal or weather conditions.~~
- ~~(3) Clear Cutting: No clear cutting of woodland areas shall be permitted except if approved by the City Planning Department or City Forester.~~
- ~~(4) Removed Trees: Any trees on the site which are a caliper of five (5) inches or more at a height of five (5) feet above the ground, or ornamental trees over twelve (12) feet in height which are to be removed during site development should be moved elsewhere on site or replaced with a new tree.~~

~~19. Plan Submission and Approval: The property owner or developer may be required to prepare a landscape plan drawn by a registered landscape architect or other professional acceptable to the city if deemed necessary by the City Planner. The city shall apply the following standards (but not limited too) in reviewing the landscape plans and shall contain these contents following:~~

- ~~A. Plot plan: drawn to an easily readable scale, showing and labeling by name and dimensions, all existing and proposed property lines, easements, buildings, and other structures, vehicular use areas (including parking stalls, driveways, service areas, square footage), water outlets and landscape material (including botanical name and common name, installation size, on-center planting dimensions where applicable, and quantities for all plants used).~~
- ~~B. Elevations: Typical elevations and/or cross sections may be required in any landscape plan.~~
- ~~C. Context of Plans: Title block with the pertinent names and addresses (property owner, person drawing plan, and person installing landscape material), scale date, north arrow (generally orient plan so that north is to top of plan), and zoning district.~~
- ~~D. Existing Landscape Material: shall be shown on the required plan and any material in satisfactory condition may be used to satisfy this article in whole or in part.~~

~~20. Approved Plant List:~~

- ~~A. The list of approved boulevard trees and other species as approved by the City Forester.~~

#

[NOTE: These definitions are proposed to be relocated from the existing §4-449-A Landscaping Standards section to the §4-200 zoning code definitions. Underlined text indicates new additions to the list of defined words.]

§4-200 Definitions

Approved Tree List

A list of trees that is approved by the City Forester and the City of West Fargo to plant within the city limits.

Buffer Yard

Landscaping that is used to obstruct the view of an adjacent property.

City Forester

The Forester is a city employee who is responsible for the promotion of the health and sustainability of the urban forest within the municipal limits of the City of West Fargo and providing public education as to the benefits, best use, and maintenance of the city's urban forest.

Deciduous Shade-Tree

A tree that sheds all its leaves every year at a certain season.

Dripline

The area directly located under the outer circumference of the tree's branches.

Evergreen Tree

A tree, either broad leaf or conifer, which maintains at least a portion of its leaves or needles throughout the year.

Fence

A structure constructed of any material or combination of materials that is erected to enclose or screen areas of land.

Ground Cover

Grasses and other low-growing plants, vines, or grasses that form dense, extensive growth, and have a positive effect against soil erosion and soil moisture loss. Permeable natural landscape materials, such as mulch and rock, are also considered ground cover to the extent they are used in combination with live plant materials.

Landscaping

The combination of elements such as trees, shrubs, ground covers, vines, and other organic material planted for shade, buffering, and the creation of a pleasing environment surrounding construction and development.

Native Plants

Plants that grow naturally in a particular region, ecosystem, or habitat without human introduction.

Ornamental Tree

A tree planted primarily for its decorative value or for screening and that, at its mature height, typically does not exceed 25 feet.

Perennial

A non-woody plant that lasts for more than two growing seasons.

Permeable Material

Any material that allows water and air to pass through it. In the context of landscaping, permeable material is required at the base of tree plantings, where ground cover must allow infiltration of water and air.

Right-of-Way (ROW)

An area of land under public ownership where facilities such as streets, sidewalks, street boulevards, railroads, or power lines are built.

Runoff

Water that is not absorbed by the ground surface or soil, and which flows onto other areas. With irrigation, runoff may result from water that is applied at too great a rate (application rate exceeds infiltration rate) or where a severe slope exists. Runoff is also generated when water from precipitation events cannot be absorbed by the surface on which it falls.

Swale

A depression in grade to control and direct the flow of surface water.

Tree Topping

A type of pruning where most of the canopy is removed from a tree, leaving mostly branch stubs.

Turf

Any grassy area maintained by frequent mowing, fertilization and watering used for lawn and playing fields.

§4-427-A "C-OP" District Or Commercial Office Park District

4-427-A.1 Statement Of Intent

This district is intended to provide for the development of office, office showroom, and office warehouse buildings in an area of high quality site development standards, amenities, and building materials. This district would be particularly well situated in areas of high visibility and include support uses which meet the level of development quality, benefit from the visibility and access to traffic, and create an aesthetically attractive impression on surrounding areas and roadways. It is the intent of this district that building architecture and site development provide the primary means of exposure and communication, and that reliance on signs is minimized. Businesses which require more signage or building construction which is out of character with the district are not appropriate.

4-427-A.2 Permitted Uses

1. Commercial and professional office buildings, single or multi tenant.
2. Business services, such as banks, and other financial institutions, and professional offices.
3. Cultural and educational facilities.
4. Churches and Schools.
5. Public/Semi-public facilities.
6. Medical and dental facilities such as clinics, hospitals, nursing, basic care or convalescent homes, not including Behavioral Health Care Facility.
7. Child Care Centers.

4-427-A.3 Conditionally Permitted Uses

The following uses may be permitted in the "C-OP" District subject to the conditions hereinafter imposed and subject further to review and approval by the City as required by Section 4-550 of this ordinance:

1. Office combined with showrooms, in which products are provided for viewing and display to retail or wholesale buyers, provided that in such building, office space comprises of no less than forty percent (40%) of the gross floor space of the building, but not outdoor display.
2. Office combined with warehouse, in which products are stored for use, repackaging, display, and shipping, but not assembly, manufacturing, or fabrication, provided that in such building, office space comprises no less than forty percent (40%) of the gross floor space of the building, but not outdoor storage.

3. Full service restaurants, provided that where such restaurant is integral to another principal building, such as an office or hotel, parking supply is calculated to accommodate the mix of uses.
4. Hotels and motels.
5. Assisted living facilities when the following conditions are met:
 1. The majority of residents are age fifty-five (55) and older and there is a minimum of one full time equivalent employee per every six residents.
 2. The services of a licensed registered nurse are available to all residents.
 3. The applicant provides the city planner with a detailed plan showing the activities and personnel that will be available to residents of the facility.

4-427-A.4 Site Development Standards

The following standards shall apply to all uses in the C-OP District, in addition to other provisions found elsewhere in this ordinance. Where these regulations conflict with other general provisions, these regulations shall be deemed to apply.

1. YARD REQUIREMENTS.
 1. Front Yard: 60 feet from front property line.
 2. Side Yard: 10 feet from the side property line.
 3. Rear Yard: 35 feet from rear property line.
 4. Parking: 15 feet from front property line, 5 feet from all other property lines.
2. BUILDING CONSTRUCTION.
 1. A higher construction standard is required in the Commercial Office Park District. Any exposed metal or fiberglass on all buildings shall be limited to no more than thirty (30) percent of any wall which fronts on a public street, provided that it is coordinated into the architectural design. Truck parking or loading shall be screened with materials of the principal building and other screenings, so that such uses are not directly visible from the Interstate or any public street.
 1. ADDITIONS, ALTERATIONS, AND ACCESSORY BUILDINGS. All subsequent additions, exterior alterations and accessory buildings, constructed after the erection of an original building or buildings shall be of the same materials as those used in the original building and shall be designed in a manner conforming to the original architectural concept and general appearance. These provisions shall not prevent the upgrading of the quality of materials used in a remodeling or expansion program.
 2. APPEARANCE. Garages, accessory structures, screened walls and exposed areas of retaining walls shall be of a similar type, quality and appearance as the principal structure. These provisions shall not prevent the upgrading of the quality of materials used in a remodeling or expansion program.
3. LANDSCAPING REQUIREMENTS.

- ~~1. On all property within the C-OP District, no less than 25% of the property shall be landscaped with trees, shrubs, grass, and other cultured plantings. The number of trees to be planted shall be in accordance with the Landscaping standards of §4-449-A, no less than the total number of feet of the length of the lot perimeter divided by 50 feet.~~
 - ~~2. Within parking lots, one landscaped island of at least 150 square feet shall be provided for every twenty parking spaces.~~
 - ~~3. Ponds for the management of storm water shall not count toward the minimum landscaped standard.~~
4. SIGNAGE REQUIREMENTS.
1. One monument-style sign is permitted for each building. Pylon or pole signs are not permitted, except by conditional use. Such sign, if found not to detract from the intent and character of the C-OP District, may be allowed, provided that it shall be limited to a maximum of one hundred fifty (150) square feet in area and thirty-five (35) feet in height.
 2. In addition to the monument sign, one wall-mounted sign is permitted for each public street frontage of the parcel. No individual sign may exceed eighty (80) square feet in area.
 3. SIGN CONSTRUCTION AND ILLUMINATION. Signs may be illuminated by external flood lights, or internally. No flashing, blinking, or motion lighting of any kind is permissible.

4-427-A.5 Other Applicable Regulations

Section 4-440 Supplementary District Regulations

Section 4-450 Off-Street Parking and Loading Requirements

Section 4-460 Sign Regulations

§4-431 “CO” District or Corridor Overlay District

4-431.1 Statement Of Intent

The provisions of the CO District are intended to promote orderly development and safe, attractive and desirable spatial patterns and locations for urban and suburban land uses adjacent to the Cass County 17/Sheyenne Street, 32nd Avenue, 40th Avenue, 52nd Avenue, 9th Street East, Veteran’s Boulevard and 13th Avenue corridors. Full regard is given for the importance of these corridors as major growth areas for West Fargo and as landscaped gateways to the City. In some areas of the district as identified in the Yard Requirements and Lot Design Standards, full regard is given to the context of the street and adjacent land uses for their urban appeal, which would include such things as streetscape, lighting, and other amenities that encourage interaction beyond vehicular traffic. The CO District shall extend along Cass County 17 (Sheyenne Street) from 13th Avenue East to 52nd Avenue and from 12th Avenue North to 40th Avenue North, 52nd Avenue from Cass County 17 to the west, 40th Avenue, 32nd Avenue, Veteran’s Boulevard, 9th Street East from Interstate 94 to 13th Avenue, and 13th Avenue from Sheyenne Street to the east City limits hereinafter referenced to as “the designated streets,” and be a depth of six hundred (600) feet on each side of the centerline of Cass County 17 (Sheyenne Street), 32nd Avenue, 40th Avenue, 52nd Avenue, 9th Street East, Veteran’s Boulevard, and 13th Avenue.

Source: Ord. 1049, Sec. 24 (2015); Ord. 1111, Sec. 1 (2018)

4-431.2 Permitted Uses

All uses permitted in any underlying district as designated on the City Zoning Map.

4-431.3 Conditionally Permitted Uses

Any use conditionally permitted in any underlying district as designated on the City Zoning Map and subject to the specific provisions relating to each use.

4-431.4 Yard Requirements For The CO District

1. **SIDE YARD MINIMUM.** For commercially zoned lots, the minimum side yard shall be 10 feet. Residentially zoned property in the Corridor Overlay District shall maintain the side yard required in the underlying Residential District.
2. **REAR YARD MINIMUM.** For commercially zoned lots abutting the designated streets, the minimum rear yard shall be 20 feet. For commercially zoned lots not abutting the designated streets, the minimum rear yard shall be 10 feet. Residentially zoned property in the CO District shall maintain the same rear yard as required in the underlying residential district.
3. **FRONT YARD MINIMUM.** For the purpose of this ordinance, all front yards for properties abutting the designated streets shall be facing those streets. All front yards abutting a designated arterial or collector roadway, as approved by the City Commission, shall be considered facing that roadway. A minimum front yard depth

of 45 feet shall be required for all properties abutting the designated street rights-of-way, with the exception of Sheyenne Street between Interstate 94 and 40th Avenue, 32nd Avenue west of Sheyenne Street and 13th Avenue East. Minimum front yard depths for commercially zoned property not abutting the designated streets shall be 15 feet, except where frontage is on a designated arterial or collector roadway, as approved by the City Commission, where the minimum front yard depth shall be 30 feet. Depths for residentially zoned property not abutting the designated streets shall be the same as required for the underlying Residential Zoning District. For corner properties abutting the designated streets and an arterial or collector roadway, the secondary front yard which does not face the designated streets shall have a minimum front yard depth of 30 feet.

4. LOT COVERAGE. For commercial uses, lot coverage by buildings shall not exceed 40%; for residential uses, lot coverage shall be the same as in the underlying district.

4-431.5 Lot Design Standards

1. **OPEN SPACE** LANDSCAPING.

1. All yard areas not covered by buildings, sidewalks or paved parking areas shall be landscaped in accordance with the Landscaping standards of §4-449-A. A minimum of 10% of the lot area shall be landscaped.
2. For properties abutting the designated streets, with the exception of Sheyenne Street between Interstate 94 and 40th Avenue, 32nd Avenue West of Sheyenne Street and 13th Avenue East, a minimum of 20 feet of landscaped open space shall be required to separate parking areas or access drives and front lot lines. For properties not abutting the designated streets or an arterial or collector roadway, a minimum of 5 feet of landscaped open space shall be required to separate parking areas or access drives and front lot lines. For properties abutting a designated collector or arterial roadway, as approved by the City Commission, a minimum of 10 feet of landscaped open space shall be required to separate parking areas or access drives and front lot lines.
3. A minimum of 5 feet of landscaped open space shall be required to separate parking areas from side and rear lot lines and a minimum of 5 feet of open space shall be required to separate parking areas and building setback lines.
4. A minimum of 3 feet of landscaped open space shall be required to separate access driveways and side or rear lot lines unless said driveway is used as a common access to two adjacent properties.
5. ~~Ponds for management of storm water shall not count toward the minimum landscaped standard.~~

2. BUILDING CONSTRUCTION.

1. A higher construction standard is required in the Corridor Overlay District. In areas of the Corridor Overlay District, which is zoned Light Commercial, any exposed metal or fiberglass on all buildings shall be limited to no more than thirty (30) percent of any wall which fronts on a public street, provided that it is coordinated into the architectural design. Seventy percent (70%) of any

wall (façade area) which fronts on a public street shall be constructed of glass, brick, wood, stone, architectural concrete cast in place or precast concrete panels, or, as approved by the Commission(s), other integrated materials per the architectural design. In areas of the Corridor Overlay District which are also zoned Heavy Commercial District, Light Industrial District, and Heavy Industrial District, all buildings constructed of curtain wall panels of finished steel, aluminum or fiberglass shall be required to be faced with brick, wood, stone, architectural concrete cast in place or pre-cast concrete panels on all wall surfaces with frontage on a public street. The required wall surface treatment may allow a maximum of seventy (70) percent of the metal or fiberglass wall to remain exposed if it is coordinated into the architectural design.

1. ADDITIONS, ALTERATIONS, AND ACCESSORY BUILDINGS. All subsequent additions, exterior alterations and accessory buildings, constructed after the erection of an original building or buildings shall be of the same materials as those used in the original building and shall be designed in a manner conforming to the original architectural concept and general appearance. These provisions shall not prevent the upgrading of the quality of materials used in a remodeling or expansion program.
2. APPEARANCE. Garages, accessory structures, screened walls and exposed areas of retaining walls shall be of a similar type, quality and appearance as the principal structure. These provisions shall not prevent the upgrading of the quality of materials used in a remodeling or expansion program.
3. ~~BOULEVARD/FRONT YARD PLANTINGS. The planting must be in conformance to any applicable major street corridor landscape plan developed as part of a subdivision, Planned Unit Development, or other site development plan adopted by the City. Each tree shall be at least 1 ½ inches in caliper and all tree species shall be as recommended by the City Forester.~~
4. CURBS REQUIRED. All buildings and walkways bordering any parking areas shall be curbed.
5. REFUSE COLLECTION AREAS AND OUTDOOR STORAGE AREAS. In addition to the requirements of Section 4-447, aAll refuse collection and outdoor storage areas shall only be permitted in rear yards and shall be visually screened from adjoining properties or streets.
6. PARKING AREAS.
 1. All parking areas shall be paved to provide a durable and dust-free surface.
 2. Light poles located within parking area perimeters shall be surrounded by curbed islands with a minimum distance of 4 feet from the center line of the light pole to the curb, or protected by an elevated concrete pedestal at least 3 feet in height and 2 feet in diameter.
 3. Light poles located outside of paved parking areas shall be located a minimum of 4 feet from the curbed edge of the parking area, or protected by

an elevated concrete pedestal of not less than 3 feet in height and 2 feet in diameter.

7. FENCES. Fences along the Corridor Overlay District are not allowed within the required front yard along the designated streets of the development, except when a fence is an essential component of the development and is either approved as part of a Planned Unit Development for the development or as a conditional use. Special regard is given in residential areas for double frontage lots where the house faces a local street and the intended rear yard faces the designated street. Fences should be decorative and/or provide for added landscape treatments to meet the intent of the CO District and may be required to be set back to accomplish the intended effect. Once a fencing scheme has been approved, accessory buildings may be permitted, subject to the Supplementary District Regulations for accessory buildings and uses.

4-431.6 Other Applicable Regulations

Section 4-440 Supplementary District Regulations

Section 4-450 Off-Street Parking and Loading Requirements

Section 4-460 Sign Regulations

§4-431-A “CO-I” District Or Interstate Corridor Overlay District

4-431-A.1 Statement Of Intent

Statement of Intent. The provisions of the "CO-I" District are intended to promote orderly development and safe, attractive and desirable spatial patterns and locations for urban land uses adjacent to the Interstate 94 Corridor. Full regard is given for the importance of this corridor as a major growth area for West Fargo and as a highly visible gateway through the City. The "CO-I" District shall extend along the entire I-94 section within the City Limits and Extraterritorial Area and shall be an approximate depth of 600 feet on each side of the interstate right-of-way.

4-431-A.2 Permitted Uses

All uses permitted in any underlying district as designated on the City Zoning Map.

4-431-A.3 Conditionally Permitted Uses

Any use conditionally permitted in any underlying district as designated on the City Zoning Map and subject to the specific provisions relating to each use.

4-431-A.4 Site Development Standards

1. YARD SETBACKS. Structures adjacent to I-94 shall be set back a minimum of 100 feet from the interstate right-of-way for single and two-family uses. Principal structures for multiple family uses shall be set back a minimum of 100 feet from the interstate right-of-way with accessory structures set back a minimum of 50 feet. All other structures shall maintain a minimum setback of 50 feet from the interstate right-of-way, except for structures adjacent to interstate on and off-ramps, which shall maintain a minimum setback of 30 feet. All other yard setbacks shall be according to requirements of the underlying district.
2. LOT COVERAGE. For commercial and other non-residential uses, lot coverage by buildings shall not exceed 40%; for residential uses, lot coverage shall be the same as in the underlying district.
3. **OPEN SPACE** LANDSCAPING AND BUFFERS.
 1. All yards adjacent to I-94 shall be landscaped open space. At least one tree shall be installed along the Interstate frontage for every 50 feet of interstate frontage. Trees may be grouped to create the desired effect. All yard areas not covered by buildings, sidewalks or paved parking areas shall be landscaped in accordance with the Landscaping standards of §4-449-A. A minimum of 10% of the lot area shall be landscaped. In addition to landscaped open space requirements along I-94, properties shall comply with the Open Landscaping requirements found in Section 4-431.5, pertaining to front, side and rear yards.

2. Residential properties shall be buffered to minimize noise impacts from interstate traffic. Berming and vegetative buffers shall be created prior to development. For single family and two family uses berms shall be developed within an easement no less than 100 feet deep along I-94 and 30 feet deep along the on/ off ramps and have a slope no greater than 3:1. Berms shall be required to be elevated six feet above the elevation of the driving lanes on I-94 with a lower elevation and more flexibility in design along the on/off ramps. The berms shall also have several rows of coniferous trees (evergreens) planted to provide year-round vegetative buffering. Berm easements should be placed so that there is minimal affect on utility easements. For multiple family residential uses, more flexibility is allowed in the design of berms and vegetative buffers.
4. BUILDING CONSTRUCTION.
1. A higher construction standard is required in the Interstate Corridor Overlay District. In areas of the Interstate Corridor Overlay District, which are zoned Light Commercial, Commercial Office Park, or Planned Unit Development and intended for light commercial uses, any exposed metal or fiberglass on all buildings shall be limited to no more than thirty (30) percent of any wall which fronts on a public street, provided that it is coordinated into the architectural design. Seventy percent (70%) of any wall (façade area) which fronts on a public street shall be constructed of glass, brick, wood, stone, architectural concrete cast in place or precast concrete panels, or, as approved by the Commission(s), other integrated materials per the architectural design. In areas of the Interstate Corridor Overlay District which are also zoned Heavy Commercial, Light Industrial, Heavy Industrial, or Planned Unit Development and intended for heavy commercial and industrial uses all buildings constructed of curtain wall panels of finished steel, aluminum or fiberglass shall be required to be faced with brick, wood, stone, architectural concrete cast in place or pre-cast concrete panels on all wall surfaces with frontage on a public street. The required wall surface treatment may allow a maximum of seventy (70) percent of the metal or fiberglass wall to remain exposed if it is coordinated into the architectural design
 1. ADDITIONS, ALTERATIONS, AND ACCESSORY BUILDINGS. All subsequent additions, exterior alterations and accessory buildings, constructed after the erection of an original building or buildings shall be of the same materials as those used in the original building and shall be designed in a manner conforming to the original architectural concept and general appearance. These provisions shall not prevent the upgrading of the quality of materials used in a remodeling or expansion program.
 2. APPEARANCE. Garages, accessory structures, screened walls and exposed areas of retaining walls shall be of a similar type, quality and appearance as the principal structure. These provisions shall not

prevent the upgrading of the quality of materials used in a remodeling or expansion program.

5. OUTDOOR DISPLAYS, STORAGE, TRUCK PARKING OR LOADING. In addition to the requirements of Section 4-447, aA All outdoor displays, storage, truck parking or loading shall be located to the side or rear of the building and screened with materials of the principal building and other screening, so that such uses are not directly visible from the Interstate and other public streets. Outdoor display areas shall be identified on the site plan and be subject to site and building plan review and approval. Display areas shall be established in such a manner as not to detract from the desired affects of the Interstate Corridor Overlay District.

§4-431-B “CO-R” District Or Redevelopment Corridor Overlay District

4-431-B.1 Statement Of Intent

The provisions of the “CO-R” District are intended to promote orderly development and redevelopment and safe, attractive and desirable spatial patterns and locations for urban land uses adjacent to major street corridors, with full regard for the importance of these corridors as major growth areas for West Fargo and as gateways to the City. The “CO-R” District shall extend along the entire length of Main Avenue, 12th Avenue North, 8th Street West, Sheyenne Street north of 13th Avenue, Center Street, 9th Street East north of 13th Avenue and 45th Street. The depth of the “CO-R” District shall be generally the depth of the lots fronting on each side of the above described roadways.

4-431-B.2 Permitted Uses

All uses permitted in any underlying district as designated on the City Zoning Map.

4-431-B.3 Conditionally Permitted Uses

Any use conditionally permitted in any underlying district as designated on the City Zoning Map and subject to the specific criteria relating to each use.

4-431-B.4 Yard Requirements For The CO-R District

1. **SIDE YARD MINIMUM.** For commercial and industrial zoned lots, the minimum side yard shall be 5 feet except on a corner lot a side yard facing a public way shall be 10 feet. Side yards may be reduced as a conditional use, particularly where it is intended to join buildings on narrow lots established in the downtown area. Residentially zoned property in the Corridor Overlay District shall maintain the side yard required in the underlying residential district.
2. **REAR YARD MINIMUM.** For commercially and industrially zoned lots in the “CO-R” District, the minimum rear yard shall be 10 feet. Residentially zoned property in the “CO-R” District shall maintain the same rear yard as required in the underlying residential district.
3. **FRONT YARD MINIMUM.** For commercially zoned property in the “CO-R” District, properties shall maintain a minimum front yard setback from any public street of 10 feet. Industrial properties shall maintain a front yard setback of 20 feet and side yard setback of 10 feet from a public street. Residentially zoned lots shall maintain a minimum front yard of 40 feet along the designated street. Double frontage lots shall provide a setback for the opposite front yard on the local street as required by the underlying district.
4. **LOT COVERAGE.** For commercial uses, lot coverage by buildings shall not exceed 65%; for industrial uses, lot coverage by buildings shall not exceed 85%; for residential uses, lot coverage shall be the same as in the underlying district.

4-431-B.5 Lot Design Standards

1. **OPEN SPACE** LANDSCAPING.

1. All yard areas not covered by buildings, sidewalks or paved parking areas (or fenced storage yards in industrial districts) shall be landscaped with grass, trees and other landscaping in accordance with the Landscaping standards of §4-449-A, as approved by the City.
2. All required front yards and secondary front yards (side yards on corner lots fronting on a public street) shall be landscaped as open space.
3. A minimum of 5 feet of landscaped open space shall be required to separate parking areas from side and rear lot lines and a minimum of 5 feet of open space shall be required to separate parking areas and building setback.
4. A minimum of 3 feet of landscaped open space shall be required to separate access driveways and side or rear lot lines, unless side driveway is used as a common access to two adjacent properties.
5. Ponds for management of storm water shall not count toward the minimum landscaped standard.

2. **BUILDING CONSTRUCTION.** A higher construction standard is required in the Redevelopment Corridor Overlay District. In areas of the Redevelopment Corridor Overlay District, which is zoned Light Commercial, any exposed metal or fiberglass on all fronting buildings shall be limited to no more than thirty (30) percent of any wall which fronts on a public street, provided that it is coordinated into the architectural design. Seventy percent (70%) of any wall (facade area) which fronts on a public street shall be constructed of glass, brick, wood, stone, architectural concrete cast in place or precast concrete panels, or, as approved by the Commission(s), other integrated materials per the architectural design. In areas of the Redevelopment Corridor Overlay District which are also zoned Heavy Commercial, Light Industrial District and Heavy Industrial District, all fronting buildings constructed of curtain wall panels of finished steel, aluminum or fiberglass shall be required to be faced with brick, wood, stone, architectural concrete cast in place or pre-cast concrete panels on all wall surfaces with frontage on a public street. The required wall surface treatment may allow a maximum of seventy (70) percent of the metal or fiberglass wall to remain exposed if it is coordinated into the architectural design. Truck loading dock areas shall be to the side or rear of the building so that they do not face a public street. Where this is not possible, special approval shall be required by the Planning and Zoning Commission and City Commission, and screening of the truck loading dock shall be considered.

1. **ADDITIONS, ALTERATIONS, AND ACCESSORY BUILDINGS.** Buildings which are expanded or remodeled on the public street sides, or buildings which are expanded or remodeled by 25% of the building value shall conform to the building standards established above.
2. **APPEARANCES.** Garages, accessory structures, screened walls and exposed areas of retaining walls shall be of a similar type, quality and appearance as

the principal structure. These provisions shall not prevent the upgrading of the quality of materials used in a remodeling or expansion program.

~~3. REFUSE COLLECTION AREAS AND OUTDOOR STORAGE AREAS. All refuse collection and outdoor storage areas shall only be permitted in side or rear yards and shall be visually screen from adjoining properties or streets.~~

4. PARKING AREAS.

1. All Parking areas shall be paved with asphalt or concrete to provide a durable and dust-free surface. Existing buildings which are remodeled or expanded by 25% of the building value shall upgrade unpaved parking areas to a paved condition with asphalt or concrete.
 2. Light poles located within parking area perimeters within front yards shall be surrounded by curbed islands with a minimum distance of 4 feet from the center line of the light pole to the curb, or protected by an elevated concrete pedestal at least 3 feet in height and 2 feet in diameter.
 3. Light poles located outside of paved parking areas shall be located a minimum of 4 feet from the curbed edge of the parking area, or protected by an elevated concrete pedestal of not less than 3 feet in height and 2 feet in diameter.
5. FENCES. Fences along the Redevelopment Corridor Overlay District are not allowed within the required front yard, except when a fence is an essential component of the development and is either approved as part of a Planned Unit Development for the development or as a conditional use.

4-431-B.6 Other Applicable Regulations

Section 4-440 Supplementary District Regulations

Section 4-450 Off-Street Parking and Loading Requirements

Section 4-460 Sign Regulations

§4-431-C "CO-SR" District Or Sheyenne River Corridor Overlay District

4-431-C.1 Statement Of Intent

The provisions of the "CO SR" District are intended to promote orderly, safe and desirable development patterns along the Sheyenne River where unstable soil conditions exist. The "CO-SR" Districts shall extend along the entire Sheyenne River Corridor and shall be approximately 100 feet from the established river bank.

4-431-C.2 Building Control Line And Use Restrictions

The City hereby establishes a building control line along the Sheyenne River within the Corporate limits of the City of West Fargo and within the Extraterritorial Jurisdiction limits of the City. The building control line shall be 100 feet from the established riverbank as determined by the City Engineer. The building control line shall be the minimum setback line for any primary and accessory structures requiring permits, parking lots, fill and other development activities which may cause increased riverbank destabilization.

4-431-C.3 Relaxation Of Use Restrictions

Where it can be demonstrated through a soils analysis that soils are stable within the building control area, the City Commission may consider reducing the required minimum setback by variance. The soils analysis shall be conducted by a qualified professional engineer and demonstrate that the soils can accommodate the type of structure, parking lot or other use without sustaining future damage. No use may be closer than fifty (50) feet from the established riverbank.

4-431-C.4 Existing Nonconforming Uses And Structures

Existing nonconforming uses and structures shall not be expanded unless in conformity with the provisions of the "CO-SR" District. Where required setbacks cannot be achieved, relaxation of setbacks may be pursued according to Section 4-431-C.3. Nonconformities are subject to Section 4-470.

4-431-C.5 Landscape Standards

Properties within the "CO-SR" District shall follow the landscape standards established in Section 4-449-A.

4-431-C.5 Tree Preservation

1. Property owners are encouraged to protect and preserve trees and native riparian vegetation in a healthy condition to maintain riverbank and soil stability of the river corridor.

2. If trees are removed, their stump and root system shall be left intact. Stump grinding and/or excavation of roots is prohibited within 50 feet of the riverbank, unless otherwise approved by the City Forester, the City Engineer, or Southeast Cass Water Resource District.

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§4-440 SUPPLEMENTARY DISTRICT REGULATIONS.

4-441. GENERAL FENCING AND SCREENING REQUIREMENTS.

1. DEFINITION OF FENCE. An artificially constructed structure of any material or combination of material erected to enclose or screen areas of land.
2. GENERAL FENCING AND SCREENING REQUIREMENTS FOR RESIDENTIAL AREAS. In any residential district, fences, hedges, and plantings may be permitted in the buildable area and in any required yard, or along the edge of any yard, provided that no fence or hedge along the sides or front edge of any required front yard shall be over two and one-half (2½) feet in height, except on through lots or double frontage lots where one of the front yards is intended to serve as the rear yard and is consistent with the other lots on the block, a fence or hedge may be up to six (6) feet in height. All fencing and screening shall meet visibility requirements for intersections by not impeding vision between a height of two and one-half (2½) feet and ten (10) feet within thirty (30) feet from the intersecting curb lines, or within twenty (20) feet from the intersecting property lines if there is no curb. Coordinated fencing schemes for the block are strongly encouraged, and if possible developed during the subdivision process. No fence or hedge within any buildable area or along any side or rear lot line shall be over six (6) feet in height.

Open fences such as a split rail or chain link without slats, which permit direct vision through at least 50% of the fence surface area shall be allowed a height of four (4) feet along the sides or front edge of any front yard.

3. ~~REQUIRED FENCING AND SCREENING. Where any business, industrial users, or multiple family buildings of four (4) or more units (i.e., structure, parking or storage) abuts property zoned for residential use, that business, industry, or multiple family building shall provide screening~~

along the boundary of the residential property. Screening shall also be provided where a business, industry, or multiple family building of four (4) or more units is across the street from a residential zone, but not on that side of a business, industry, or multiple family building considered to be the front yard. Provided, however, that the provisions of this section will not apply where a multiple family building abuts a property also zoned for multiple family use. All fencing and screenings specifically required by this section shall meet visibility requirements for intersections and other requirements as stated herein, and shall consist of either a fence or green belt planting strip. A required screening fence shall be constructed of masonry, brick, wood or metal. Such fence shall provide a solid screening effect six (6) feet in height for multiple family uses and at least six (6) feet in height for business and industrial uses. A green belt planting strip shall consist of evergreen trees and/or deciduous trees and plants and shall be of sufficient width and density to provide an effective visual screen. This planting strip shall be designed to provide substantial visual screening to a minimum height of six (6) feet. Earth mounding and berms may be used but shall not be used to achieve more than three (3) feet of the required screen, unless otherwise provided for by the City (i.e., PUD requirements).

4. CONSTRUCTION STANDARDS. No fence, hedge, or plantings shall be constructed or maintained with electrified barbed wire, or other spiked materials which may pose injurious to public health and safety. Posts and other supporting structures used in the construction of fences shall be faced inward toward the property being fenced.
5. PRIVATE RECREATIONAL FENCES. Private recreational fences shall conform to the provisions attached to residential fences. Permanent swimming pool fences shall be governed by Title V of the Revised Ordinances of 1990 of the City of West Fargo, Chapter 5-05 International Property Maintenance Code, and specifically Section 303 Swimming Pools, Spas and Hot Tubs, as locally amended.
6. PUBLIC FENCES. Fences used in connection with public facilities and public recreational uses shall have a maximum height of ten (10) feet in any yard and be of the open fence variety. Residential construction standards shall apply to all public fences.
7. NON-RESIDENTIAL FENCES. Fences in light commercial areas shall conform to the provisions of residential fences. Fences in industrial or agricultural districts shall conform to the provisions attached to residential fences except where the Building Administrator determines it would be in the public welfare to add to fence height or to add security materials onto the fence. In such cases, fences shall not exceed ten (10)

feet in height.

8. TEMPORARY FENCES. The provisions of this section do not apply to Temporary fences needed to enclose sites, such as construction sites, do not require fencing permits.

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4-446. PARKING OF MOTORIZED VEHICLES AND EQUIPMENT IN RESIDENTIAL DISTRICTS

1. Applicability

- A. The provisions of this section apply to the parking and storage of currently licensed motorized vehicles and equipment within the following residential zoning districts: R-1E, R-L1A, R-1A, R-1B, R-1, R-1S, R-1SM, R-2, R-3, and R-5.
- B. “Currently licensed motorized vehicles or equipment” includes any motorized vehicle or equipment, including passenger vehicles, recreational equipment, boats, RVs, trailers, and the like.

2. Standards

- A. Vehicles or equipment 25 feet in length or less may only be parked in the following described areas:
 - 1. Garage or Carport. Parking or storage may occur entirely within a garage or carport.
 - 2. Rear or side yard. Parking or storage may occur within a rear or side yard provided that a three-foot (3') setback be maintained between the vehicle/equipment and any rear or interior-side lot line, and a twelve-foot (12') setback be maintained from any street-side lot line. These setbacks are not applicable where:
 - a. A driveway to a garage or carport takes access from the street-side of the lot; or
 - b. a six-foot (6') privacy fence or equivalent landscaped screened area exist between the vehicle/equipment and the lot line
 - 3. Front yard. Parking or storage may occur within a front yard, provided that for one- or two-family dwellings, the parking or storage may only be located upon a driveway.
- B. Vehicles or equipment over 25 feet in length may only be parked in the following described areas:
 - 1. Garage or Carport. Parking or storage may occur entirely within a garage or carport.
 - 2. Rear or Side Yard. Parking or storage may occur within a rear or side yard provided that a three-foot (3') setback be maintained between the vehicle/equipment and any rear or interior-side lot line, and a twelve-foot (12') setback be maintained from any street-side lot line. These setbacks are not applicable where:
 - a. A driveway to a garage or carport takes access from the street-side of the lot, in which case only temporary parking or storage is allowed in accordance with the Front Yard parking/storage provisions outlined below; or

- b. a six-foot (6') privacy fence or equivalent landscaped screened area exist between the vehicle/equipment and the lot line
- 3. Front Yard or Street-Side Driveway. Temporary parking or storage may occur within a front yard or street-side driveway as follows:
 - a. During the period between April 15th to October 15th, temporary parking or storage shall not exceed a total of eleven (11) days in any fourteen (14) day period.
 - b. During the period between October 16th to April 14th, temporary parking or storage shall not exceed a total of 72 hours in any seven (7) day period.
 - c. All vehicles and equipment shall maintain a three-foot (3') setback from the sidewalk or, where no sidewalk exists, a one-foot (1') setback from the front and street-side property lines. Under no circumstances shall vehicle or equipment parking block the public right-of-way.
- C. Vehicle and equipment parking or storage may only be located on an improved parking surface consisting of concrete or bituminous paving, or gravel only where an existing gravel driveway has not been improved to concrete or asphalt. Grass, dirt, or individual pavers that are not integrated into a continuous driveway shall not constitute an improved parking surface.
- D. No such vehicle or equipment shall be used for living, sleeping or housekeeping purposes when parked or stored on a residential lot, or in any location not approved for such use.

~~4-446. CURRENTLY LICENSED MOTORIZED VEHICLE AND EQUIPMENT
PARKING IN RESIDENTIAL DISTRICTS.~~

~~A. Purpose: To prohibit the parking or storage of certain vehicles and equipment and prevent the extended storage of those vehicles and equipment which (due to general factors of nuisance) affects the well functioning and character of a residential neighborhood and the community.~~

~~B. For the purposes of this ordinance, the following definitions apply:~~

~~1. Currently Licensed Motorized vehicle or Equipment. Any motorized vehicle or equipment which is licensed and operable for the current year in which it is inspected by the City. This includes passenger vehicles with a cargo capacity rating of one ton or less and recreational equipment.~~

~~2. Improved Parking Surface. Shall consist of a durable surface to include concrete or bituminous, or gravel only where the existing driveway has not been improved to concrete or asphalt. Grass or dirt shall not constitute a durable surface.~~

~~3. Residential Districts. Shall include the zoning districts specified as R-1E, R-L1A, R-1A; R-1B; R-1; R-1S; R-1SM; R-2; R-3; and R-5.~~

~~4. Summer Parking/Storage. Shall include the period between April 15th to October 15th.~~

~~5. Winter Parking/Storage. Shall include the period between October 15th to April 15th.~~

~~C. Currently licensed vehicle or equipment parking on residential lots may be parked in the following described areas:~~

~~1. Garage/Carport. Parking or storage may occur entirely within a garage or carport.~~

2. ~~Required Rear Yard.~~ Parking or storage may occur on an improved parking surface within the required rear yard provided that a 3' setback be maintained for rear or side lot lines. This requirement may be waived where written agreement authorizing this waiver is made between the subject property and those neighbors whose property physically touch the subject property. This agreement shall thereupon be presented to the City Planner for recording. The 3' setback requirement may also be waived should a 6' privacy fence or equivalent landscaped screened area exist between vehicle/equipment parking and the lot line.
3. ~~Required Side Yard.~~ Parking or storage may occur on an improved parking surface within the required side yard provided that a 12-foot setback is maintained on the street side of a corner lot and a 3 foot setback is maintained from the side lot line on interior lot lines. This requirement may be waived along interior lot lines where written agreement authorizing this waiver is made between abutting neighbors to either side of the subject property and thereupon presented to the City Planner for recording. This requirement may also be waived should a 6' privacy fence or equivalent landscaped screened area exist between vehicle/equipment parking and the required side yard lot line.

Vehicles or equipment over 25' in length shall be parked behind the nearest portion of a building to the street unless written authorization is given by the neighbors in accordance with the process as described above. Should this authorization be given and recorded, these vehicles and equipment may extend no more than 25' past the nearest portion of a building to a street and be parked on an improved parking surface. However, under no circumstance shall vehicle or equipment parking occur within 3' of the sidewalk or, where no sidewalk exists, 1' from the front lot line. For vehicles and equipment over 25' in length, summer parking/storage shall occur for a time not to exceed a total of 11 days in any 14 day period. Winter parking for these vehicles and equipment shall occur for a time not to exceed 72 hours in any seven (7) day period.

- ~~4. Required Front Yard. Currently licensed vehicles and equipment 25' or under in length may be parked during any period on an improved parking surface. For vehicles and equipment over 25' in length, summer parking/storage shall occur on an improved parking surface for a time not to exceed a total of 11 days in any fourteen (14) day period. For vehicle and equipment over 25' in length, winter parking/storage shall occur on an improved parking surface and for a time not to exceed 72 hours in any seven (7) day period. All vehicles and equipment shall maintain a 3' setback from the sidewalk or, where no sidewalk exists, a 1' setback from the front property line. Under no circumstances shall vehicle or equipment parking block the public right of way.~~
- ~~5. No such vehicle or equipment shall be used for living, sleeping or housekeeping purposes when parked or stored on a residential lot, or in any location not approved for such use.~~

4-447. SCREENING OF DUMPSTERS AND OUTDOOR STORAGE AREAS

3. Applicability

- A. The provisions of this section apply to dumpsters/refuse containers and outdoor storage areas used for the storage, placement, and/or parking of equipment, materials, and inventory.

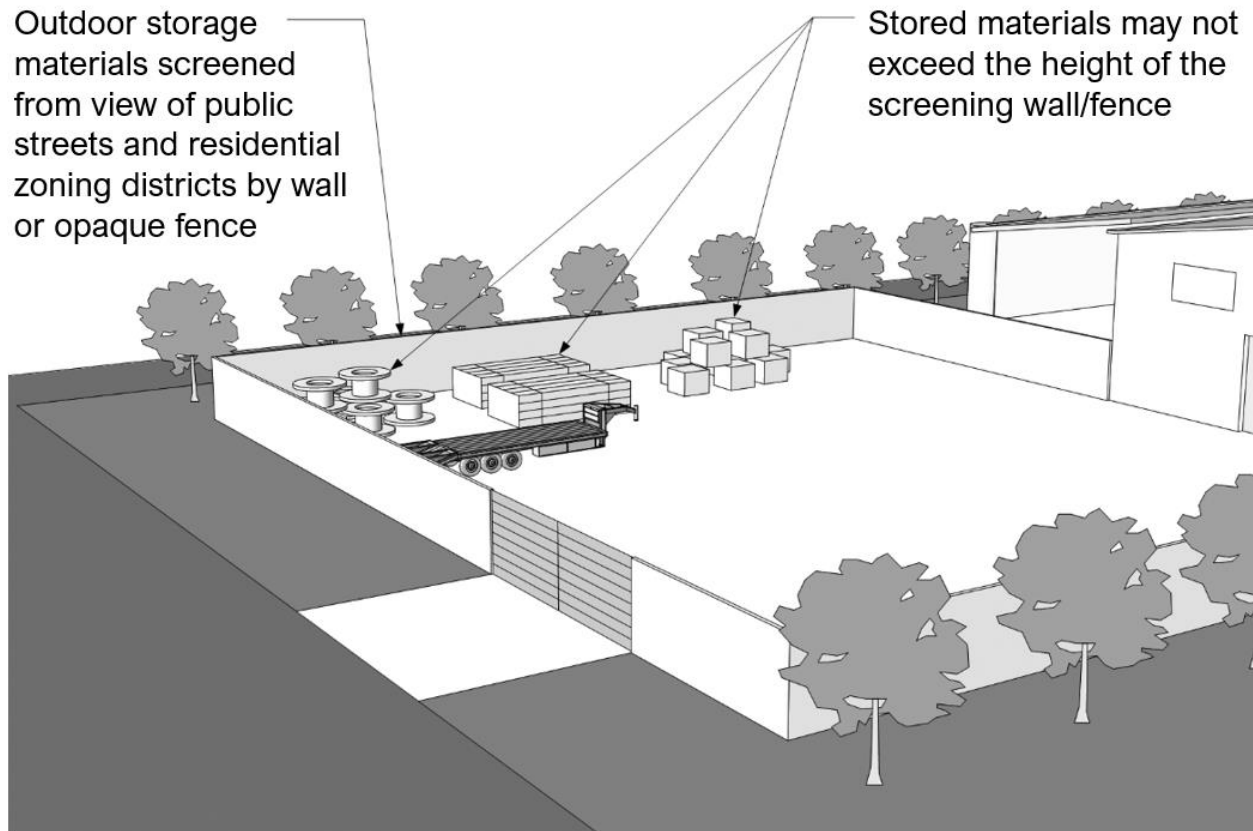
4. Exemptions

- A. These standards do not apply to areas within industrial zoning districts (LI, M) that are not within the Corridor Overlay, Redevelopment Overlay, and/or Interstate Corridor Overlay zoning districts (CO, CO-I, CO-R).
- B. Single-family, twin home, and two-family residential uses are not required to meet the requirements of this section.
- C. Outdoor display of vehicles and equipment for sale or lease, as part of a dealership selling/renting new or used motor vehicles, farm implements, recreational vehicles, construction equipment, or similar use are exempt from these standards, so long as the outdoor display area is set back at least 4 (four) feet from any front or street-side lot line.

5. Standards

- A. All dumpsters and refuse containers shall conform to the following provisions:
 - 1. Dumpsters and refuse containers shall be located at the side or rear of buildings and be visually screened from adjacent public streets or residential zoning districts.
 - 2. Dumpsters and refuse containers shall contain permanent walls or opaque fencing on at least three sides. Service openings within the walls/fencing shall be a minimum of 14 feet wide, unless otherwise approved by the Public Works Director.
 - 3. If the service opening faces and is directly visible from any public street or residentially zoned property. The service opening shall incorporate an opaque gate to visually screen the dumpsters or refuse containers.
- B. All outdoor storage areas shall conform to the following provisions, unless otherwise approved as a conditional use:
 - 1. The outdoor storage area shall not be located within a required front or required street-side yard setback area.
 - 2. The outdoor storage area shall be completely screen from view of public streets or residential zoning districts using an opaque screening fence or wall at least six feet tall.

3. Storage boxes, crates, shipping containers, or other units used for storing materials and protecting them from the weather are considered outdoor storage and must be completely screened from view of public streets or residential zoning districts.



~~4-447. PARKING AND/OR STORAGE OF CERTAIN VEHICLES, EQUIPMENT AND MATERIALS.~~

- ~~1. Commercial and Industrial Districts. Outside storage of equipment, materials and inventory as part of a principal commercial or industrial use shall be subject to the district use provisions. All outside storage shall conform to the following provisions:~~
 - ~~a. The area occupied is not within a required front or required street side yard, except for vehicle and equipment sales display areas.~~
 - ~~b. Unless otherwise approved as a conditional use, the storage area with all equipment, materials, and inventory is completely screened from the motoring public by fence or landscaping as provided for in Section 4-449.A.~~
 - ~~c. Display and storage areas generally shall be improved to allow for good drainage, dust control and provide for neat appearance. Grassed areas may be utilized if there is good drainage, dust can be controlled and the grassed surface can be maintained for neat appearance.~~
 - ~~d. The storage area does not encroach upon required parking space, required loading space, or snow storage area for the use.~~
 - ~~e. Storage boxes, crates or other units utilized for the purpose of storage and protecting materials from the weather are considered outdoor storage. Such units are allowed in Commercial areas, except within the "CO" District or Corridor Overlay District, provided they do not exceed six (6) feet in height, are located in a side or rear yard, and are fully screened from view from any public street according to the screening provisions found in Section 4-441.3. In industrial areas, these storage units are not limited by height; however, must be located in a side or rear yard and be fully screened from any public street.~~
 - ~~f. All new commercial and industrial uses shall comply with the above procedures and standards. For the purposes of public health, safety and aesthetic appeal to the community, any outside storage existing upon the effective date of this Section, shall be brought into compliance within twelve (12) months of written notification by certified mail to the property owner.~~

ORDINANCE NO. 1248

AN ORDINANCE TO CREATE AND ENACT CHAPTER 1-12 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO RELATING TO AMBULANCE SERVICE.

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

SECTION 1. Chapter 1-12 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby created and enacted to read as follows:

1-12. AMBULANCE SERVICE

SECTIONS:

- 1-1201. Definition of Terms.
- 1-1202. Authority to Provide Ambulance Services.
- 1-1203. Agreement Required.
- 1-1204. Suspension and Revocation.
- 1-1205. Not Applicable to Operators Outside City Limits.

1-1201. DEFINITION OF TERMS. The following definitions shall apply in the interpretation and enforcement of this chapter.

1. “Ambulance” shall mean a motor vehicle which is specially designed, constructed, equipped, and staffed to provide basic, intermediate, or advanced care for one or more.
2. “Ambulance service” shall mean the emergency medical care and transport, the non-emergency medical care and transport service, including inter-facility ambulance transport service, or both, which are provided to patients utilizing an ambulance with appropriately licensed personnel. The term “ambulance service” does not include the use of vehicles for nonmedically supervised patient transport service, air ambulance service, or special event medical service transports.

1-1202. AUTHORITY TO PROVIDE AMBULANCE SERVICES. Pursuant to N.D.C.C. Section 23-12-08, the City may establish, maintain, contract for, or otherwise provide ambulance services, provided that such services meet the minimum standards set forth in this chapter, and adopt such rules or regulations as may be necessary to regulate such services.

1-1203. AGREEMENT REQUIRED. No person may operate any ambulance service within the City unless all licensing requirements of the State of North Dakota have been met, they have been designated by the State of North Dakota as a licensed ambulance provider for the City, and have entered into an agreement with the City approved by the Board of City Commissioners.

1-1204. SUSPENSION AND REVOCATION. Upon the giving of the notice hereinafter required, an ambulance service agreement may be suspended or revoked at any time by the Board of City Commissioners without cause, by a 180 day advance written notice.

1-1205. NOT APPLICABLE TO OPERATORS OUTSIDE CITY LIMITS. The provisions of this Chapter do not apply to an operator of an ambulance service not located in the City that transports patients to or from locations outside the City; however, no operator may transport patients from one location within the City to another location within the City unless that operator has an agreement with the City, except for the duration of a lawfully declared state of emergency for the City.

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

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

ATTEST:

City Auditor

Date of First Reading:

Date of Second Reading:

Date of Publication:



"Consent" or "Regular" Agenda
Item?
[Regular]

Commission President

Bernie Dardis
Primary Portfolio:
Administrative Services
Secondary Portfolio:
Police & Fire

Commission Vice President

Brad Olson
Primary Portfolio:
Police & Fire
Secondary Portfolio:
Street, Water & Sewer

Commissioner

Roben Anderson
Primary Portfolio:
Community &
Development Services
Secondary Portfolio:
Administrative Services

Commissioner

Rory Jorgensen
Primary Portfolio:
Sanitation
Secondary Portfolio:
Community &
Development Services

Commissioner

Amy Zundel
Primary Portfolio:
Street, Water & Sewer
Secondary Portfolio:
Sanitation

City Administrator

Dustin T. Scott

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: October 21, 2024

Subject: Project No. 1316 Phase 3 – Northside Sanitary Sewer Collector Rehabilitation

Action: Accept Bid and Award Contract

New Information and Recommendation:

On September 3, 2024 the Commission approved plans and specifications and directed the advertisement for bids. On October 10, 2024, bids were received and Northern Improvement Company was the apparent low bidder with a Base Bid + Alternate 1 and Alternate 2 amount of \$225,964.05. The final bidding engineer's estimate was \$249,664 without contingencies.

The following documents are attached for review/consideration:

- Consultant Letter
- Affidavit of Publication
- Bid Tabulation
- Engineer's Certification and Statement of Estimated Cost
- Notice of Award
- Associated Resolution

Staff Recommendation: Accept Bid and Award Contract to Northern Improvement Company for their bid amount of \$225,964.05.

Financial Analysis:

This project is included in the 2024 Capital Improvement Plan approved August 5th with an estimated total amount of cost listed at \$455,000 and is proposed to be paid for via Capital Improvement Sales Tax. No special assessments are associated with this project.

Previously Presented Information and Commission Actions:

September 16, 2024-

- Staff Recommendation: Approve Task order No. 87-1 for Basic Services
- Commission Action: Commissioner Anderson moved and Commissioner Olson seconded to approve. No opposition, motion carried.

September 3, 2024 –

- Staff Recommendation: Approve Plans and Specifications and Direct Advertisement for Bids.
- Commission Action: Commissioner Olson moved, and Commissioner Zundel seconded to approve. No opposition, motion carried.

August 19, 2024-

- Staff Recommendation: Approve the Engineer's Report and Direct the preparation of a Task Order for Basic Services along with Plans and Specifications.
- Commission Action: Commissioner Olson moved, and Commissioner Jorgensen seconded to approve. No opposition, motion carried.

August 5, 2024-

- **Staff Recommendation:** Create Project No. 1316.3 and Direct Engineer to prepare an Engineer's Report.
- **Commission Action:** Commissioner Olson moved, and Commissioner Zundel seconded to approve. No opposition, motion carried.



925 10th Avenue East
Suite 1
West Fargo, ND 58078
P: 701.282.4692
F: 701.282.4530



October 10, 2024

Daniel R. Hanson, PE
City Engineer
City of West Fargo
2515 6th Street E
West Fargo ND 58078

Re: Project No. 1316.3
Northside Sanitary Sewer Collector Rehabilitation - Salt Shack Paving
West Fargo, ND

Dear Dan:

Bids were opened online during a virtual meeting for the above referenced project on October 10, 2024 at 10:30 a.m. The received bids were compiled and the bid tabulation is enclosed for your review. Northern Improvement Company is the low bidder with a Base Bid + Alternate 1 and Alternate 2 amount of \$225,964.05. Our Engineer's Opinion of Probable Cost with the Engineer's Report was \$290,000 which included approximately 10% contingencies. Our final engineer's estimate prior to bidding was \$249,664.33 without contingencies.

Also enclosed is the Engineer's Statement of Cost including the low bidder's construction prices for your review. Please sign the letter and return upon your approval.

Please review the enclosed information and provide comment, if any, at your earliest convenience. To meet the project's proposed schedule, the Contract is anticipated to be awarded by the West Fargo City Commission on October 21, 2024. If the Contract is awarded by the Commission, please sign, date, and return the enclosed Notice of Award so we can begin working on the Contracts.

Sincerely,

Matt Welle, PE

Senior Project Manager

Enclosures:

Affidavit of Publication
Bid Tabulations
Engineer's Statement of Cost
Notice of Award



AFFIDAVIT OF PUBLICATION

State of Pennsylvania, County of Lancaster, ss:

Kevin Richman, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC and duly authorized agent of the The Forum of Fargo-Moorhead (ND), a newspaper printed and published in the City of Fargo, County of Cass, State of North Dakota.

1. I am the designated agent of The The Forum of Fargo-Moorhead (ND), under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspaper listed on the attached exhibit.

2. The newspaper listed on the exhibit published the advertisement of: **ND Bids/Proposals Notice**; (3) time: *Wednesday, September 11, 2024, Wednesday, September 18, 2024, Wednesday, September 25, 2024*, as required by law or ordinance.

3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

(Signed) Kevin Richman

Commonwealth of Pennsylvania - Notary Seal
Nicole Burkholder, Notary Public
Lancaster County
My commission expires March 30, 2027
Commission Number 1342120

VERIFICATION

State of Pennsylvania
County of Lancaster

Subscribed in my presence and sworn to before me on this: 09/25/2024

Nicole Burkholder

Notary Public
Notarized remotely online using communication technology via Proof.

CITY OF WEST FARGO, NORTH DAKOTA
project NO. 1316 - Northside Sanitary Sewer Collector Rehabilitation Salt Shack Paving
ADVERTISEMENT FOR BIDS
City of West Fargo is requesting Bids for the construction of the project listed above.
Bids for the construction of the Project will be received and accepted via electronic bid (vBid) through QuestCDN until October 3, 2024 at 10:00 a.m. local time. Bids will be viewed and read via video/phone conference at 10:30 a.m. Mailed or hand delivered bids will not be opened or considered. Link for the video/phone conference is provided at www.mooreengineeringinc.com by clicking the Bid Information tab, or at www.questcdn.com.
The Project consists of constructing a concrete driveway for the City's salt shack.
Bids will be received for a single prime Contract. Bids shall be on a unit price basis, with additive alternate bid items as indicated in the Bid Form.
Digital project bidding documents will be available at www.mooreengineeringinc.com by clicking the Bid Information tab, or at www.questcdn.com. You may download the complete set of digital documents for a nonrefundable fee of \$50.00 by locating eBidDoc™ Number 9286154 on the website. Contact QuestCDN Customer Support at 952-233-1632 or info@questcdn.com for assistance in membership registration, downloading digital project information, and vBid online bid submittal questions.
Each bid must be accompanied by a bidder's bond in a sum equal to 5% of the full amount of the bid executed by the bidder as principal and by a surety, conditioned that if the principal's bid is accepted and a contract is awarded to the principal, the principal, within ten (10) days after the notice of the award, shall execute a contract in accordance with the terms of the bid and the bid bond, and any conditions of the City of West Fargo, as required by law. A countersignature of a bid bond is not required. If the City of West Fargo elects to award a contract to the lowest responsible bidder, and the lowest responsible bidder does not execute a contract within ten (10) days, the bidder's bond will be forfeited to the City of West Fargo, and the City of West Fargo may award the project to the next lowest responsible bidder. Each bidder must possess a valid North Dakota contractor's license for the full amount of their bid, as required by N.D.C.C. § 43-07-7. Each bidder MUST enclose a copy of their Contractor's License or Certificate of Renewal, issued by the North Dakota Secretary of State, and each license must be valid and dated at least 10 days prior to the date set for bid opening, as required under N.D.C.C. § 43-07-12.
The City of West Fargo will not read or consider any bid that does not fully comply with the requirements above, or the requirements of N.D.C.C. § 48-01.2-05.
Owner: City of West Fargo
By: Dustin T. Scott
Title: City Administrator
Date: September 3, 2024
(Sep. 11 & 18 & 25, 2024)



BID TABULATION

Project No. 1316
Northside Sanitary Sewer Collector Rehabilitation - Salt Shack Paving
West Fargo, ND
Project No. 20230C
Bid Date: October 10, 2024

Northern Improvement Company
PO Box 2846
Fargo, ND 58108

All Finish Concrete, Inc.
801 Christianson Drive
West Fargo, ND 58078

Monsters Contracting, Inc.
dba L2 Contracting
5002 19th Ave N Ste. B
Fargo, ND 58102

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
BASE BID										
1.	310519	Geotextiles - Type R1	SY	1950	\$3.35	\$6,532.50	\$6.00	\$11,700.00	\$1.20	\$2,340.00
2.	312316	Excavation Waste	CY	675	\$19.30	\$13,027.50	\$12.00	\$8,100.00	\$7.00	\$4,725.00
3.	312316	Subgrade Preparation - 12In	SY	1925	\$2.65	\$5,101.25	\$8.00	\$15,400.00	\$27.00	\$51,975.00
4.	321123	Aggregate Base Course - CI 5	TON	1193	\$23.50	\$28,035.50	\$54.00	\$64,422.00	\$22.00	\$26,246.00
5.	321313	Valley Gutter	SY	130	\$137.50	\$17,875.00	\$166.00	\$21,580.00	\$135.00	\$17,550.00
6.	321313	Curb & Gutter	LF	50	\$57.00	\$2,850.00	\$88.00	\$4,400.00	\$75.00	\$3,750.00
7.	321623	Concrete Driveway - 8In (Steel Reinforcement)	SY	1162	\$113.50	\$131,887.00	\$91.00	\$105,742.00	\$120.00	\$139,440.00
8.	331419	Adjust Gate Valve	EA	1	\$300.00	\$300.00	\$656.00	\$656.00	\$2,500.00	\$2,500.00
9.	15000	Storm Water Management	LSUM	1	\$1,100.00	\$1,100.00	\$10,000.00	\$10,000.00	\$2,200.00	\$2,200.00
Alternate 1 - GFRP										
A1	321623	Concrete Driveway - 8In (Steel Reinforcement)	SY	-1162	\$6.40	(\$7,436.80)	\$91.00	(\$105,742.00)	\$120.00	(\$139,440.00)
A2	321623	Concrete Driveway - 8In (GFRP Reinforcement)	SY	1162	\$7.05	\$8,192.10	\$93.00	\$108,066.00	\$115.00	\$133,630.00
Alternate 2 - Concrete Adatives										
A3	Plan	Concrete Hardner	LSUM	1	\$9,500.00	\$9,500.00	\$4,750.00	\$4,750.00	\$4,881.00	\$4,881.00
A4	Plan	Concrete Sealer	LSUM	1	\$9,000.00	\$9,000.00	\$11,150.00	\$11,150.00	\$5,488.00	\$5,488.00
BASE BID TOTAL						\$206,708.75		\$242,000.00		\$250,726.00
ALTERNATE 1 - GFRP TOTAL						\$755.30		\$2,324.00		-\$5,810.00
ALTERNATE 2 - CONCRETE ADATIVES TOTAL						\$18,500.00		\$15,900.00		\$10,369.00
BASE BID + ALTERNATE 1 + ALTERNATE 2 TOTAL						\$225,964.05		\$260,224.00		\$255,285.00



BID TABULATION

Project No. 1316

Northside Sanitary Sewer Collector Rehabilitation - Salt Shack Paving

West Fargo, ND

Project No. 20230C

Bid Date: October 10, 2024

Ti-Zack Concrete, LLC

39352 221st Ave

Le Center, MN 56057

Opp Construction / Fargo

Po Box 13530

Grand Forks, ND 58201

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
BASE BID								
1.	310519	Geotextiles - Type R1	SY	1950	\$4.53	\$8,833.50	\$5.00	\$9,750.00
2.	312316	Excavation Waste	CY	675	\$40.53	\$27,357.75	\$18.50	\$12,487.50
3.	312316	Subgrade Preparation - 12In	SY	1925	\$12.79	\$24,620.75	\$7.00	\$13,475.00
4.	321123	Aggregate Base Course - CI 5	TON	1193	\$58.93	\$70,303.49	\$64.50	\$76,948.50
5.	321313	Valley Gutter	SY	130	\$120.81	\$15,705.30	\$166.00	\$21,580.00
6.	321313	Curb & Gutter	LF	50	\$72.54	\$3,627.00	\$81.00	\$4,050.00
7.	321623	Concrete Driveway - 8In (Steel Reinforcement)	SY	1162	\$129.08	\$149,990.96	\$155.00	\$180,110.00
8.	331419	Adjust Gate Valve	EA	1	\$820.80	\$820.80	\$135.00	\$135.00
9.	15000	Storm Water Management	LSUM	1	\$550.00	\$550.00	\$3,850.00	\$3,850.00
Alternate 1 - GFRP								
A1	321623	Concrete Driveway - 8In (Steel Reinforcement)	SY	-1162	\$120.81	(\$140,381.22)	\$155.00	(\$180,110.00)
A2	321623	Concrete Driveway - 8In (GFRP Reinforcement)	SY	1162	\$125.91	\$146,307.42	\$149.00	\$173,138.00
Alternate 2 - Concrete Adatives								
A3	Plan	Concrete Hardner	LSUM	1	\$15,134.00	\$15,134.00	\$7,600.00	\$7,600.00
A4	Plan	Concrete Sealer	LSUM	1	\$11,634.00	\$11,634.00	\$14,200.00	\$14,200.00
BASE BID TOTAL						\$301,809.55		\$322,386.00
ALTERNATE 1 - GFRP TOTAL						\$5,926.20		-\$6,972.00
ALTERNATE 2 - CONCRETE ADATIVES TOTAL						\$26,768.00		\$21,800.00
BASE BID + ALTERNATE 1 + ALTERNATE 2 TOTAL						\$334,503.75		\$337,214.00



ENGINEERING DEPARTMENT

2515 6th Street E
West Fargo, ND 58078
701.515.5100
www.westfargond.gov

October 10, 2024

Board of City Commissioners
City of West Fargo
2515 6th Street E
West Fargo, ND

Re: Project No. 1316.3
Northside Sanitary Sewer Collector Rehabilitation - Salt Shack Paving

WHEREAS, bids were opened and filed for Northside Sanitary Sewer Collector Rehabilitation - Salt Shack Paving, Project No. 1316.3 for the City of West Fargo, North Dakota; and

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

NOW THEREFORE, I, Daniel R. Hanson, do hereby certify as follows:

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

That the following (and/or attached hereto) is a detailed statement of the estimated cost for work described as Northside Sanitary Sewer Collector Rehabilitation - Salt Shack Paving, Project No. 1316.3 of the City of West Fargo, North Dakota.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 15TH day of OCTOBER, 2024.

DANIEL R. HANSON
ND REG. NO. 4962


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



Project No. 1316
Northside Sanitary Sewer Collector Rehabilitation - Salt Shack Paving
West Fargo, ND
Project No. 20230C
ENGINEER'S STATEMENT OF ESTIMATED COST

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
BASE BID						
1.	310519.00	Geotextiles - Type R1	SY	1,950	\$3.35	\$6,532.50
2.	312316.00	Excavation Waste	CY	675	\$19.30	\$13,027.50
3.	312316.00	Subgrade Preparation - 12In	SY	1,925	\$2.65	\$5,101.25
4.	321123.00	Aggregate Base Course - CI 5	TON	1,193	\$23.50	\$28,035.50
5.	321313.00	Valley Gutter	SY	130	\$137.50	\$17,875.00
6.	321313	Curb & Gutter	LF	50	\$57.00	\$2,850.00
7.	321623.00	Concrete Driveway - 8In (Steel Reinforcement)	SY	1,162	\$113.50	\$131,887.00
8.	331419	Adjust Gate Valve	EA	1	\$300.00	\$300.00
9.	15000.00	Storm Water Management	LSUM	1	\$1,100.00	\$1,100.00
Alternate 1 - GFRP						
A1	321623.00	Concrete Driveway - 8In (Steel Reinforcement)	SY	-1,162	\$6.40	-\$7,436.80
A2	321623.00	Concrete Driveway - 8In (GFRP Reinforcement)	SY	1,162	\$7.05	\$8,192.10
Alternate 2 - Concrete Adatives						
A3	Plan	Concrete Hardner	LSUM	1	\$9,500.00	\$9,500.00
A4	Plan	Concrete Sealer	LSUM	1	\$9,000.00	\$9,000.00
Construction Subtotal						\$225,964.05
Contingencies (~10%)						\$24,035.95
Total Construction						\$250,000.00
Study & Report						\$17,000.00
Engineering						\$21,250.00
Additional Consulting Services						\$36,750.00
TOTAL COST						\$325,000.00

NOTICE OF AWARD

Date of Issuance: October 21, 2024

Owner: City of West Fargo

Owner's Contract No.: 1316.3

Engineer: Moore Engineering, Inc.

Engineer's Project No.: 20230C

Project: Northside Sanitary Sewer Collector
Rehabilitation – Salt Shack Paving

Contract Name: Project No. 1316

Bidder: Northern Improvement Company

Bidder's Address: PO Box 2846 Fargo, ND 58108

TO BIDDER:

You are notified that Owner has accepted your Bid dated October 10, 2024, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Constructing a concrete driveway for the City's salt shack – Base Bid plus Alternates 1 - GFRP & Alternate 2 - Concrete Adatives.

The Contract Price of the awarded Contract is: \$225,964.05

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

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

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

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

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

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

Owner: City of West Fargo

Authorized Signature

By: Bernie L. Dardis

Title: President of the Board of City Commissioners

Copy: Engineer

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION ACCEPTING BID, SHOWING
RECEIPT OF ENGINEER'S STATEMENT OF ESTIMATED COST
AND DIRECTING EXECUTION OF CONTRACT

WHEREAS, bids have heretofore been received for the making of certain improvements in Sewer Improvement Project No. 1316.3 of the City of West Fargo, North Dakota; and

WHEREAS, said bids were opened and made public and are on file in the office of the City Auditor of the City of West Fargo; and

WHEREAS, the Engineer for the City of West Fargo has made and filed a careful and detailed statement of the estimated cost of said work; and

WHEREAS, it is necessary to accept the bid for the work to be completed;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

That the fact is and that the minutes show that the bid of Northern Improvement Company, in the amount of \$225,964.05, is the lowest bid received and that said company is the lowest responsible bidder; that said bid was accompanied by a bidder's bond in the amount of 5% of the bid price and copy of the contractor's license or certificate of renewal thereof and in conformity with the provisions of Chapter 40-29 of the North Dakota Century Code

That the Engineer for the City of West Fargo, has made and filed with the Board of City Commissioners of the City of West Fargo a careful and detailed statement of the estimated cost of said work in said Sewer Improvement Project;

That the contract for the construction of said improvement for which advertisement for bids is made, be and the same is hereby awarded to the said Northern Improvement Company, in the amount of \$225,964.05, and that the President of the Board of City Commissioners and the City Auditor are hereby authorized and directed to enter into a contract with the said contractor for the making of the improvements for which advertisement for bids was heretofore made and for which they were the low bidder.

Dated: October 21, 2024

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. Upon roll call vote being taken thereon, the following commissioners voted in favor thereof: _____.

The following commissioners were absent and not voting: _____. The following commissioners voted nay: _____. The majority having voted aye, the motion was carried and the resolution was duly adopted.