



Meeting Items

- A. Call to Order
- B. Pledge of Allegiance
- C. Approve Order of Agenda
- D. Approval of Minutes - January 3, 2022 (Pages 3-4)
- E. Building Permits (Pages 5-6)

Consent Agenda - Approve the Following:

- a. Bills (Pages 7-13)
- b. Authorize Contract Documents for Project 6057 - Drain 45 Multi-Use Path Phase II (Pages 14-21)
- c. Reinstatement of Forfeited Benefit Hours for West Fargo Police Department Staff (Pages 22-24)
- d. Sixth Amendment to the Third Amended and Reconstituted Joint Powers Agreement (Joint Dispatch Center) (Pages 25-27)
- e. Approval of Contract for Indigent Defendants in West Fargo (Pages 28-31)
- f. Gaming Site Authorization for Horse Race North Dakota. Games to be conducted: Raffles from 1/28/2022 to 1/30/2022 at DoubleTree by Hilton West Fargo at 825 E Beaton Dr (Pages 32-33)
- g. Games of Chance for Trinity Elementary School. Games to be conducted: Raffle Board on 1/30/2022 at Trinity Elementary School PTO at 2811 7th St E (Page 34)
- h. Games of Chance for Brodie Gilbertson Benefit Fund. Games to be conducted: Raffle Board from 1/18/2022 to 2/18/2022 at Red River Regional Marksmanship Center at 640 16th St NE (Pages 35-37)
- i. Games of Chance for Fargo Area Ducks Unlimited. Games to be conducted: Raffles on 2/3/2022 at Speedway Event Center at 680 Main Ave W (Pages 38)

Regular Agenda

- 1. West Fargo Traffic Calming Study - Malachi Petersen, Planner
 - Study Conducted and Presented by Luke Champa, FM Metro COG (Pages 39-86)
- 2. Planned Unit Development (PUD) Amendment for Daycare Expansion at 2360 7th Avenue East - Aaron Nelson, Planning and Zoning Director (Pages 87-95)
- 3. Utility Box Public Art Project - Malachi Petersen, Planner (Pages 96-103)
- 4. Metro-Wide Housing Study
 - Aaron Nelson, Planning and Zoning Director (Pages 104-131)

5. Public Hearing and Approval of the West Fargo Public Library Lease Agreement
- John Shockley, City Attorney (Pages 132-157)
6. First Reading of Ordinance No. 1205 - Authorization of Annual Appropriations Bonds
- John Shockley, City Attorney (Pages 158-159)
7. Second Reading of changes to Chapter 12 - Ordinance 1203 - John Shockley, City Attorney
(Pages 160-163)
8. City Administrator's Report
 - a. Update on Resident Ordinance Revision Request (Tabled on Jan. 3, 2022)
 - b. North Dakota Opportunity Fund Loan Committee and Steering Committee
9. Correspondence
10. Non-Agenda Items
11. Adjourn



West Fargo City Commission Meeting
Monday, January 3, 2022
Commission Chambers 5:30 PM

The West Fargo City Commission met on Monday, January 3, 2022, at 5:30 pm. Those present were Commissioners Bernie Dardis, Eric Gjerdevig, Mark Simmons, Brad Olson and Mandy George. President of the Board Bernie Dardis called the meeting to order at 5:30 PM.

The Pledge of Allegiance was recited.

Commissioner Olson moved and Commissioner Gjerdevig seconded to approve the order of the agenda as distributed. No opposition. Motion carried.

Commissioner Gjerdevig moved and Commissioner George seconded to approve the minutes of December 20, 2021 as distributed. No opposition. Motion carried.

Commissioner George moved and Commissioner Gjerdevig seconded to approve the Building Permit Reports as distributed. No opposition. Motion carried.

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

- a. Bills (Pages 12-22)
- b. Final Plat Approval - Gensler Subdivision (Pages 23-36)
- c. Approval of Designated Depositories for the City of West Fargo (Page 37)
- d. Games of Chance for Cowboy Up Against Cancer. Games to be conducted:
Poker on 1/8/2022 at DoubleTree by Hilton at 825 E Beaton Dr (Page 38)
- e. Gaming Site Authorization for RMEF Mindak Inc. Games to be conducted:
Raffles on 4/30/2022 at DoubleTree by Hilton West Fargo at 825 E Beaton Dr (Pages 39-40)
- f. Games of Chance for The American Legion Department of ND. Games to be conducted: Raffle on 6/20/2022 at The American Legion Department of ND Headquarters at 405 W Main Ave Suite 4-A (Page 41)
- g. Approval of moving the Monday, February 21, 2022 Commission meeting to Tuesday, February 22, 2022 in observance of Presidents' Day
- h. Final Agreement to transfer: Lot 1, Block 3, Lenzmeier 2nd Addition Parcel No.: 02-0910-00640-000 to Lake Agassiz Habitat for Humanity (Pages 42-51)

No opposition. Motion carried.

Lisa Sankey, City Planner appeared before the Commission for the Continued Public Hearing and First Reading of the Proposed North Pond at the Preserve 15th Addition Rezoning from C-OP: Commercial Office Park to C: Light Commercial of Lot 1, Block 1 of North Pond at the Preserve 2nd Addition. No one was present to speak on the item. Following discussion, Commissioner Olson moved and Commissioner Gjerdevig seconded to approve the First Reading of the Proposed North Pond at the Preserve 15th Addition Rezoning from C-OP: Commercial Office Park to C: Light Commercial of Lot 1, Block 1 of North Pond at the Preserve 2nd Addition. No opposition. Motion carried.



West Fargo City Commission Meeting
Monday, January 3, 2022
Commission Chambers 5:30 PM

Melissa Richard, Communications Director appeared before the Commission to introduce Steve Chandler, Owner/Brand Strategist of Chandlerthinks. Steve gave a presentation of Phase I of the Branding Study. No action was needed.

Sarah Wear, Assistant City Attorney appeared before the Commission for approval of the First Reading of changes to Chapter 12 - Ordinance 1203. Following discussion, Commissioner Olson moved and Commissioner Gjerdevig seconded to approve the First Reading of changes to Chapter 12 - Ordinance 1203. No opposition. Motion carried.

Sarah Wear, Assistant City Attorney appeared before the Commission for approval of the Second Reading of Ordinance 1200 relating to Snow on Sidewalks. Following discussion, Commissioner George moved and Commissioner Olson seconded to approve the Second Reading of Ordinance 1200 relating to Snow on Sidewalks. No opposition. Motion carried.

Mark Simmons, Commissioner brought forth the discussion of a Citizen request to amend Chapter III of the City Ordinances. Following discussion, Commissioner Simmons moved and Commissioner George seconded to table the request to amend Chapter III of City Ordinances for two weeks. No opposition. Motion carried.

Dustin Scott, City Engineer appeared before the Commission for approval of Preliminary Engineering Reimbursement Agreement. Following discussion, Commissioner Gjerdevig moved and Commissioner Olson seconded to approve Preliminary Engineering Reimbursement Agreement. No opposition. Motion carried.

Tina Fisk, City Administrator City Administrator Report:

- a. Reminder that Chandlerthinks was scheduled to have a presentation at 8 AM in the Commissioner Chambers
- b. Matt Andvik, Public Works Director appeared before the Commission to give an update on the AML meter project and an update on snow removal throughout the City

In regards to correspondence, there was one item that was handed out to each Commissioner.

In regards to non-agenda items, Commissioner Simmons brought up the success of the Winter Classic. Commission President Dardis requested to have each Department Head speak on the successes and challenges throughout the year at the next Commission meeting.

Commissioner Simmons moved and Commissioner Olson seconded to adjourn the meeting. No opposition. Meeting adjourned at 6:31 PM.

Bernie Dardis, Commission President

Tina Fisk, City Administrator

**WEST FARGO CITY COMMISSION MEETING
BUILDING DEPARTMENT ACTIVITY REPORT
01/17/2022**

	AS OF 1/7/2022			YEAR TO DATE		
	# PERMITS	# UNITS	VALUATION	# PERMITS	# UNITS	VALUATION
<u>BUILDING NEW</u>						
COMMERCIAL						
RESIDENTIAL DWELLING						
RESIDENTIAL TWINHOME						
RESIDENTIAL TOWNHOME						
RESIDENTIAL MULTIPLE						
PUBLIC	1		\$ 160,000.00	1		\$ 160,000.00
CHURCH						
ACCESSORY						
FOUNDATION ONLY						
<u>BUILDING REMODEL</u>						
COMMERCIAL	1		\$ 6,000.00	1		\$ 6,000.00
RESIDENTIAL	3		\$ 65,221.00	3		\$ 65,221.00
PUBLIC						
CHURCH						
ACCESSORY						
<u>BUILDING OTHER</u>						
DEMOLITION						
MOVE						
PERMIT CANCELLATION						
TOTALS	5	0	\$ 231,221.00	5	0	\$ 231,221.00

Building Department Report - Summary

NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
211620	Jameson Benson	2521 1st Street East	Jameson Benson ETAL	\$ 40,000.00	Remodel - Residential - Lower Level Finish
220004	ABC Seamless	987 14th Avenue East	Barbara Walsh	\$ 3,221.00	Remodel - Residential - window & door replacement
220012	Vision Construction	2740 4th Avenue NW Unit G	Roy Drywall LLC	\$ 6,000.00	Remodel - Commercial - Office space in existing lease space
220014	Cornerstone Specialties	2314 10th Street West	Justin & Carrie Breitwieser	\$ 22,000.00	Remodel - Residential - Lower Level Finish
220001	Horizon Homes LLC	401 7th Avenue East	West Fargo Park District	\$ 160,000.00	Public - Construct Restroom

01/12/22
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CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 12/21

Page: 1 of 6
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
101059	S	4031 ANNIE BREWER	178.62	12/30/21			
101060	S	4165 BOBBI JO NOBLES	99.00	12/30/21		CL 101215	178.62
101061	S	4130 DAVID TODD	385.54	12/30/21		CL 101220	99.00
101062	S	3808 DAWSON ROGSTAD	17.29	12/30/21		CL 101226	385.54
101063	S	3731 ERIC SORENSON	301.73	12/30/21		CL 101223	17.29
101064	S	550 GREG WARREN	661.38	12/30/21		CL 101225	301.73
101065	S	4235 KOHL MATTSON	209.52	12/30/21		CL 101228	661.38
101066	S	4237 MATTHEW OLDHAM	168.67	12/30/21		CL 101219	209.52
101067	S	2847 MICHAEL CARLSON	313.25	12/30/21		CL 101222	168.67
101068	S	4234 MICHELLE GLASER	118.85	12/30/21		CL 101216	313.25
101069	S	2526 RYAN BIRNEY	6.29	12/30/21		CL 101218	118.85
101070	S	2291 RYAN WUOLLET	427.45	12/30/21		CL 101214	6.29
101071	S	4238 SABRINA SYMONDS	133.12	12/30/21		CL 101229	427.45
101072	S	1495 TRAVIS JOHNSON	169.73	12/30/21		CL 101227	133.12
101073	S	3722 ENVIROTECH	5131.32	01/03/22		CL 101217	169.73
101074	S	289 ACME TOOLS	721.22	01/04/22		CL 101247	5131.32
101075	S	3869 ALISHA REIS	8.96	01/04/22		CL 101207	721.22
101076	S	3490 AMAZON CAPITAL SERVICES	608.24	01/04/22		CL 101154	8.96
						CL 101123	107.84
						CL 101157	439.42
						CL 101242	60.98
101077	S	2931 AUTO VALUE PARTS STORES	156.11	01/04/22		CL 101118	41.00
						CL 101133	115.11
101078	S	3032 AXON ENTERPRISE INC	345.00	01/04/22		CL 101113	345.00
101079	S	1695 BAKER & TAYLOR	4371.18	01/04/22		CL 101158	4371.18
101080	S	43 BATTERIESPLUS c/o Bat 34 Inc	279.86	01/04/22		CL 101127	279.86

01/12/22
08:51:48

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 12/21

Page: 2 of 6
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
101081	S	36 BERT'S TRUCK EQUIPMENT	1945.12	01/04/22		CL 101125	1945.12
101082	S	3489 BOLTON & MENK, INC	1005.00	01/04/22		CL 101190	1005.00
101083	S	73 BRAUN INTERTEC	6466.25	01/04/22		CL 101180	6466.25
101084	S	652 BRENCO CORPORATION	18.60	01/04/22		CL 101117	18.60
101085	S	351 BUSINESS ESSENTIALS	564.97	01/04/22		CL 101145	166.66
						CL 101152	175.04
						CL 101177	223.27
101086	S	39 BUTLER MACHINERY	306.80	01/04/22		CL 101204	306.80
101087	S	3605 CASS COUNTY CIVIL ASSET FORFEITURE FUND	68.00	01/04/22		CL 101230	68.00
101088	S	51 CASS COUNTY ELECTRIC COOP	44120.00	01/04/22		CL 101251	23951.00
						CL 101252	20169.00
101089	S	61 CASS COUNTY FINANCE	2635.00	01/04/22		CL 101234	2635.00
101090	S	46 CASS RURAL WATER USERS	29.05	01/04/22		CL 101239	29.05
101091	S	1512 CDW GOVERNMENT, INC	8018.98	01/04/22		CL 101134	355.32
						CL 101185	7663.66
101092	S	4108 CED	521.00	01/04/22		CL 101208	521.00
101093	S	3417 CHELSEA SIMDORN	13.53	01/04/22		CL 101189	13.53
101094	S	3216 CINTAS	140.01	01/04/22		CL 101198	140.01
101095	S	111 CITY OF FARGO	48177.81	01/04/22		CL 101126	19683.16
						CL 101172	19515.07
						CL 101178	8979.58
101096	S	2880 CITY OF FARGO	454493.30	01/04/22		CL 101165	267507.50
						CL 101166	16.80
						CL 101167	186969.00
101097	S	1904 CODE 4 SERVICES, INC	1891.66	01/04/22		CL 101115	1891.66
101098	S	3850 COLLIERS SECURITIES LLC	750.00	01/04/22		CL 101246	750.00
101099	S	3245 CORE & MAIN	549.60	01/04/22		CL 101143	306.30
						CL 101150	243.30

01/12/22
08:51:49

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 12/21

Page: 3 of 6
Report ID: AP300

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Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
101100	S	999999 DABBERT CUSTOM HOMES	37.17	01/04/22			
101101	S	1675 DAKOTA FLUID POWER, INC	71.37	01/04/22		CL 101106	37.17
101102	S	79 DAKOTA HOSE & EQUIP	623.54	01/04/22		CL 101139	71.37
101103	S	624 DAKOTA SUPPLY GROUP	38.49	01/04/22		CL 101141	623.54
101104	S	3767 DENIS OTTERNESS	327.04	01/04/22		CL 101187	38.49
101105	S	2100 EAGLE RUN CROSSING LLC	1750.00	01/04/22		CL 101194	327.04
101106	S	3443 ESSENTIA HEALTH	743.00	01/04/22		CL 101191	1750.00
101107	S	151 FEDERAL EXPRESS	22.43	01/04/22		CL 101109	743.00
101108	S	139 FRS WORKS	33.20	01/04/22		CL 101237	22.43
101109	S	155 GALLS, LLC	4565.69	01/04/22		CL 101111	33.20
						CL 101116	1478.68
						CL 101233	813.19
						CL 101245	2273.82
101110	S	556 GRAINGER, INC.	301.21	01/04/22		CL 101196	301.21
101111	S	2877 GREATAMERICA FINANCIAL SERVICES	881.14	01/04/22		CL 101181	704.51
						CL 101182	176.63
101112	S	3593 HOLIDAY COMPANIES	225.00	01/04/22		CL 101240	225.00
101113	S	2500 INLAND TRUCK PARTS & SERVICE	445.69	01/04/22		CL 101203	445.69
101114	S	233 J & L SPORTS	21.00	01/04/22		CL 101231	21.00
101115	S	260 LAR'S BODY SHOP	2087.35	01/04/22		CL 101108	2087.35
101116	S	277 LARSONS WELDING/MACHINE	339.60	01/04/22		CL 101138	339.60
101117	S	2466 LEXIPOL	4216.00	01/04/22		CL 101202	4216.00
101118	S	3278 LIBERTY FENCE & DECK CO	2463.00	01/04/22		CL 101206	2463.00
101119	S	3109 LIBRARY IDEAS, INC	480.76	01/04/22		CL 101155	480.76
101120	S	3491 LOFFLER COMPANIES INC	136.53	01/04/22		CL 101183	136.53
101121	S	711 LUTHER FAMILY FORD	31.63	01/04/22		CL 101135	31.63

01/12/22
08:51:49

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 12/21

Page: 4 of 6
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
101122	S	3304 MAC'S - FARGO	164.40	01/04/22			
101123	S	3384 MATHESON TRI-GAS INC	40.53	01/04/22		CL 101188	164.40
101124	S	323 METRO COG	39928.70	01/04/22		CL 101129	40.53
101125	S	2766 MIDCONTINENT COMMUNICATIONS	300.00	01/04/22		CL 101249	39928.70
101126	S	1854 MIDWEST TAPE	94.37	01/04/22		CL 101236	300.00
101127	S	772 MINNKOTA	281.00	01/04/22		CL 101156	94.37
101128	S	298 MVTL LABORATORIES	474.50	01/04/22		CL 101112	281.00
101129	S	271 NETCENTER TECHNOLOGIES	1379.58	01/04/22		CL 101142	474.50
101130	S	3185 NEXT LEVEL TINTING	740.00	01/04/22		CL 101184	967.74
101131	S	4232 NORDIC COMPANIES	1595.00	01/04/22		CL 101241	411.84
101132	S	1252 NORTH DAKOTA STATE LIBRARY	25.00	01/04/22		CL 101114	740.00
101133	S	1966 NORTH IOWA K-9	5500.00	01/04/22		CL 101197	1595.00
101134	S	141 NORTH STAR SAFETY, INC	1048.86	01/04/22		CL 101153	25.00
101135	S	3096 NORTHLAND BUSINESS SYSTEMS	20517.30	01/04/22		CL 101151	5500.00
101136	S	1774 O'REILLY AUTOMOTIVE STORES, INC	406.58	01/04/22		CL 101122	279.86
101137	S	352 OK TIRE	40.00	01/04/22		CL 101186	769.00
101138	S	276 OSTROMS ACE HARDWARE	10.18	01/04/22		CL 101132	3118.30
101139	S	4034 PETRO SERVE USA #63	1403.99	01/04/22		CL 101235	17399.00
101140	S	2982 RDO EQUIPMENT CO	13100.49	01/04/22		CL 101124	174.81
101141	S	3522 RJ'S TESORO	1504.52	01/04/22		CL 101137	231.77
101142	S	2045 RMLS	2280.00	01/04/22		CL 101140	40.00
						CL 101169	6.58
						CL 101200	3.60
						CL 101192	1403.99
						CL 101130	78.34
						CL 101144	13022.15
						CL 101193	1504.52
						CL 101248	2280.00

01/12/22
08:51:49

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 12/21

Page: 5 of 6
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
101143	S	2142 ROCK RIVER ARMS, INC	405.00	01/04/22		CL 101212	405.00
101144	S	2655 SIMPLIFILE	25.00	01/04/22		CL 101243	25.00
101145	S	4042 SIR SPEEDY	1150.15	01/04/22		CL 101211	1150.15
101146	S	1626 SIRCHIE ACQUISITION COMPANY LLC	499.30	01/04/22		CL 101209	499.30
101147	S	88 STREICHER'S INC	660.69	01/04/22		CL 101110	660.69
101148	S	733 SWANSTON EQUIPMENT CORP.	1106.08	01/04/22		CL 101121	346.85
						CL 101201	759.23
101149	S	634 SWEENEY CONTROLS COMPANY	2632.20	01/04/22		CL 101171	2632.20
101150	S	4239 TANNER JACOBSON	904.00	01/04/22		CL 101224	904.00
101151	S	2491 TEAM LABORATORY CHEMICAL, LLC	1536.50	01/04/22		CL 101149	1536.50
101152	S	4236 TEAM MAKERS CLUB	190.00	01/04/22		CL 101213	190.00
101153	S	3043 THE FORUM	207.88	01/04/22		CL 101179	207.88
101154	S	1234 TOOL WAREHOUSE INC	169.98	01/04/22		CL 101120	169.98
101155	S	4233 TRANDEM AUTOMOTIVE SERVICES INC	465.00	01/04/22		CL 101205	465.00
101156	S	665 TWIN CITY GARAGE DOOR	21448.00	01/04/22		CL 101210	21448.00
101157	S	2951 TYLER TECHNOLOGIES, INC	580.00	01/04/22		CL 101199	580.00
101158	S	2136 ULINE INC	397.55	01/04/22		CL 101128	397.55
101159	S	4240 VERTEX UNMANNED SOLUTIONS LLC	6969.00	01/04/22		CL 101232	6969.00
101160	S	576 WALMART COMMUNITY CARD	475.00	01/04/22		CL 101107	475.00
101161	S	3062 WELK'S LAWN CARE LLC	900.00	01/04/22		CL 101146	900.00
101162	S	2945 WEST FARGO AREA COMMUNITY PROGRAM	1481.07	01/04/22		CL 101168	1481.07
101163	S	4231 WEST FARGO FIRE DEPARTMENT	195.00	01/04/22		CL 101131	195.00
101164	S	2184 WEST SIDE STEEL	534.85	01/04/22		CL 101119	534.85
101165	S	338 XCEL ENERGY	26.62	01/04/22		CL 101175	26.62

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
101174	S	3306 WEST FARGO EVENTS, INC	14000.00	01/05/22		CL 101256	14000.00
101175	S	338 XCEL ENERGY	15288.91	01/06/22		CL 101268	11724.02
						CL 101269	44.43
						CL 101270	48.79
						CL 101271	163.65
						CL 101272	72.55
						CL 101273	61.55
						CL 101274	332.17
						CL 101275	376.69
						CL 101277	35.06
						CL 101279	2430.00
Total for Claim Checks			769450.63				
Count for Claim Checks				109			

* denotes missing check number(s)

of Checks: 109 Total: 769450.63

01/12/22
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CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 1/22

Page: 1 of 1
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
101166	S	3494 ASCAP	390.96	01/04/22		CL 101162	390.96
101167	S	3576 CDI	16612.00	01/04/22		CL 101161	16612.00
101168	S	2877 GREATAMERICA FINANCIAL SERVICES	442.89	01/04/22		CL 101164	442.89
101169	S	4046 MSUM PLANETARIUM	200.00	01/04/22		CL 101163	200.00
101170	S	646 ND WATER COALITION	1000.00	01/04/22		CL 101160	1000.00
101171	S	1210 NORTH DAKOTA WATER USERS ASSOCIATION	600.00	01/04/22		CL 101250	600.00
101172	S	274 STEVE MOTTINGER	5000.00	01/04/22		CL 101170	5000.00
101173	S	2314 VANGUARD APPRAISALS, INC	17150.00	01/04/22		CL 101244	17150.00
101176	S	1881 SAM'S CLUB/SYNCHRONY BANK	44.98	01/07/22		CL 101308	44.98
Total for Claim Checks			41440.83				
Count for Claim Checks			9				

* denotes missing check number(s)

of Checks: 9 Total: 41440.83



City Commission Agenda Item Request

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

Office Use:

Regular Agenda Item #:

Consent Agenda Item #:

Agenda Item Information:

Contact Name: *

Dustin T. Scott

Phone Number: *

17015155103

Email Address:

Dustin.Scott@westfargond.gov

Date *

1/17/2022

Topic for Consent or Regular Agenda?

Please select one option:

- ☒ Consent Agenda
☐ Regular Agenda

Please Briefly Describe Your Request *

During the regular meeting held on December 20, 2021 the City Commission reviewed bids and awarded contract to Key Contracting. The contract documents were prepared and delivered to the City Attorney's office for review. After their compliance review, the attached Resolution was prepared for the City Commission's review and approval.

Site Address or Legal Description (if applicable)

Project No. 6057 - Drain 45 Multi-Use Path Phase 2

Action Being Requested from City Commission *

Adopt Resolution Approving Contract and Contractor's Bond and Authorize Agreement between Owner and Contractor for Construction Contract.

Upload Additional Documentation (Optional):

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

THIS AGREEMENT is by and between _____ City of West Fargo _____ (“Owner”) and
_____ Key Contracting, Inc. _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

TAU-8-992(043)
Drain 45 Multi-Use Path – Phase 2

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Drain 45 Multi-Use Path – Phase 2

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Moore Engineering, Inc. (Engineer). Owner assumes all duties and responsibilities, and has the rights and authority to assign an Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Starting Work*

- A. A Notice to Proceed will be issued to the Contractor indicating the date of commencement of Contract Times.

4.02 *Contract Times: Dates*

- A. The Work will be complete on or before September 30, 2022. Liquidated damages will be assessed at a rate of \$200.00 for each calendar day that expires after September 30, 2022.
- B. Liquidated Damages: Liquidated damages for failing to timely attain any completion dates are not additive and will not be imposed concurrently.

C. Parts of the Work shall be substantially completed on or before the following Interim Completion Dates:

Interim Completion Date No. 1: All Work is complete, except for achieving Final Stabilization per ND Department of Health Construction General Permit NDR11-000 and removing all temporary erosion protection and sediment control devices. The Work remaining after Interim Completion Date No. 1 will be watering and mowing of vegetative cover until reaching Final Stabilization.

Interim Completion Date No. 1 is July 15, 2022. Liquidated damages will be assessed at a rate of \$1,100.00 for each calendar day that expires after July 15, 2022, until all Work for Interim Completion Date No. 1 is complete.

Final Completion: The project will be complete, including achieving Final Stabilization and the removal of all temporary erosion protection and sediment control devices.

Final Completion is September 30, 2022. Liquidated damages will be assessed at a rate of \$200.00 for each calendar day that expires after September 30, 2022.

Liquidated Damages: Liquidated damages for failing to timely attain any completion dates are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

- 5.01 NDDOT shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:
- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as indicated in the Bid Proposal. The Bid prices for Unit Price Work set forth in the bid proposal, as of the Effective Date of the Agreement are based on estimated quantities.
- 5.02 NDDOT payment process is outlined in NDDOT Standard Specifications for Road and Bridge Construction.

ARTICLE 6 – CONTRACTOR'S REPRESENTATIONS

- 6.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques,

sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 6.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 5, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. Specifications
 - a. Provided in Request for Proposal
 - b. NDDOT 2020 Edition of the Standard Specifications for Road and Bridge Construction and Supplemental Specifications
 - c. Special Provisions
 - 5. The NDDOT Request for Proposal.
 - 6. Drawings consisting of 165 sheets with each sheet bearing the following general title: TAU-8-992(043).
 - 7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - 8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Work Change Directives.
 - b. Change Orders.
- B. The documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.

ARTICLE 8 – MISCELLANEOUS

8.01 *Assignment of Contract*

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

8.02 *Successors and Assigns*

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

8.03 *Severability*

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

8.04 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.05:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.05 *Other Provisions*

- 1. None.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on December 20, 2021 (which is the Effective Date of the Agreement).

OWNER:

City of West Fargo

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

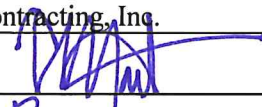
City of West Fargo

800 4th Avenue East

West Fargo, ND 58078

CONTRACTOR

Key Contracting, Inc.

By: 

Title: President

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

Attest: Cheryl Beiswenger

Title: Office Manager

Address for giving notices:

Key Contracting, Inc.

245 7th Ave NE #1002

West Fargo, ND 58078

License No.: _____

(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Agent for service of process:

NOTICE TO PROCEED

Owner:	City of West Fargo	Owner's Contract No.:	6057
Contractor:	Key Contracting, Inc.	Contractor's Project No.:	
Engineer:	Moore Engineering, Inc.	Engineer's Project No.:	21418
Project:	Drain 45 Multi-Use Path – Phase II (Main Ave to 7th Ave)	Contract Name:	Project No. 6057 [NDDOT-TAU-8-992(043)]
		Effective Date of Contract:	December 20, 2021

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on December 20, 2021.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Substantial Completion is July 15, 2022, and the date of readiness for final payment is September 30, 2022.

Before starting any Work at the Site, Contractor must comply with the following:

Submit required City of West Fargo Storm Water Management Permit, a copy of the submitted ND Department of Environmental Quality Stormwater NOI, and any other required permits.

Owner: City of West Fargo

Authorized Signature

By: Bernie L. Dardis

Title: President of the Board of City Commissioners

Date Issued: _____

Copy: Engineer

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING CONTRACT AND CONTRACTOR'S BOND IN
PROJECT 6057 – PHASE 2 OF DRAIN 45 MULTI-USE PATH (7TH AVENUE EAST
TO MAIN AVENUE EAST)

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

Dated: January 17, 2022.

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

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



January 3, 2022

Commissioners:

Commission approval is required for any employee to rollover more than 240 vacation hours and/or any personal time hours into the following calendar year. As City Administrator, I am formally requesting the following hours be approved to reinstate from 2021 to 2022 due to limited Police Department staffing in the 2021 calendar year:

Michael Carlson – 7.00 personal time hours

Kohl Mattson – 10.00 personal time hours

Bobbi Jo Nobles – 4.50 personal time hours

Matthew Oldham – 7.00 personal time hours

David Todd – 1.00 personal time hour

Ryan Wuollet – 17.00 personal time hours

Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Tina Fisk'.

Tina Fisk
City Administrator



West Fargo Police Department

800 4th Ave E, Suite 2 West Fargo, ND 58078 | 701-515-5500 | westfargopolice.com

Denis E. Otterness
Chief of Police

Memorandum

Date: January 3, 2022

To: Tina Fisk, City Administrator

From: Denis Otterness, Chief of Police

Subject: Reinstatement of Forfeited Benefit Hours

As of December 30, 2021 the West Fargo Police Department had responded to a total of 28,519 reported call for service, which is consistent and similar to the total number of calls for service handled in 2020.

The total number of calls, however, were handled by far fewer officers in 2021 than in 2020. 2021 proved to be a difficult year to fill vacancies within our sworn ranks. This is consistent with our local counterparts and reflects the national trending difficulties to recruit new officers into the law enforcement profession. The West Fargo Police Department has been running shorthanded in our sworn ranks the entire year. We are finishing 2021 down a total of 5 sworn positions, even though we have successfully added six officers to our sworn ranks during 2021. This has resulted in many of our sworn officers having to be involved in the Field Training process and the periodic denial of officers requesting to use benefit time.

Compounding this issue is the number of sworn staff we have had out of service completely or on light duty due to injuries, along with military deployments. We currently have two of our sworn staff out on light duty and three of our sworn staff

out for active military deployments. This brings the total number of sworn personnel we are currently short to 10, a significant percentage of our authorized strength.

Based on all of the above, I am requesting that employees benefit hours (personal leave) that will be forfeited as of January 1, 2022 be reinstated. Below is a detailed list and the hours I am asking for your consideration.

<u>Employee</u>	<u>Personal Time (Hours)</u>
Officer Michael Carlson	7 hours
Officer Kohl Mattson	10 hours
Officer Bobbi Jo Nobles	4.5 hours
Officer Matt Oldham	7 hours
Officer David Todd	1 hour
Officer Ryan Wuollet	17 hours

**SIXTH AMENDMENT TO THE THIRD AMENDED
AND RECONSTITUTED JOINT POWERS AGREEMENT
(JOINT DISPATCH CENTER)**

THIS AMENDMENT is made and entered into effective the __1st__ day of __January____, 2022, by and between the CITY OF FARGO, a North Dakota municipal corporation, hereinafter called “Fargo”, the CITY OF WEST FARGO, a North Dakota municipal corporation, hereinafter called “West Fargo”, the CITY OF MOORHEAD, a Minnesota municipal corporation, hereinafter called “Moorhead”, the COUNTY OF CASS, (sometimes designated “Cass County Government), a corporate body and county under the laws of the State of North Dakota, hereinafter called “Cass County”, and CLAY COUNTY, a corporate body and county under the laws of the State of Minnesota, hereinafter called “Clay County”.

WITNESSETH:

WHEREAS, the parties hereto have entered into a Third Amended and Reconstituted Joint Powers Agreement for the establishment of the “Red River Regional Dispatch Center”, hereinafter referred to as “RRRDC” which was effective the 15th day of December, 2008, and the same has been amended, from time to time, with the most recent amendment being the “fifth amendment” dated effective the 1st day of January, 2015; and,

WHEREAS, government census information has become available identifying the populations of the cities and counties who are parties to this agreement and, thus, the parties wish to adjust their cost-sharing formula accordingly, said census information, and the relevant apportionment being as follows:

	2010 Census	Current RRRDC Cost Shared based on 2010 Census	2020 Census	Proposed RRRDC Cost Share based on 2020 Census
Cass County	149,778	71.8%	184,525	73.9%
City of Moorhead	38,065	18.2%	44,505	17.8%
Clay County (excluding Moorhead)	20,934	10.0%	20,813	8.3%
TOTAL	208,777	100%	249,843	100%

; and,

NOW, THEREFORE, the said Third Amended and Reconstituted Joint Powers Agreement, as amended, is hereby further amended as follows:

I. The cost-share formula set forth in Paragraph 6 is amended as follows:

- A. Fargo – 0.0%
- B. Moorhead – 17.8%
- C. Cass County – 73.9%

- D. Clay County – 8.3%
- E. West Fargo – 0.0%

In all other respects, the said Joint Powers Agreement (Third Amended and Reconstituted), as previously amended, shall be in full force and effect.

[Remainder of Page Left Blank – Signature Pages to Follow]

CITY OF WEST FARGO,
a North Dakota municipal corporation

Bernie Dardis, Commission President

ATTEST:

Tina Fisk, City Administrator

[Signature Page-City of West Fargo]

CONTRACT FOR INDIGENT DEFENDANTS IN WEST FARGO, NORTH DAKOTA

This contract is made between the undersigned ATTORNEY hereinafter referred to as ATTORNEY, and the City of West Fargo through its authorized representative, hereinafter referred to as CITY.

I. SERVICES COVERED

The ATTORNEY shall provide legal services for eligible indigent persons at all stages of the proceedings pursuant to Canon 6 of the Code of Professional Responsibility.

II. REPRESENTATION

The Attorney shall represent indigent clients when, by Order of the Court, they are required to have representation and are eligible to be provided appointed counsel in the following categories of cases:

1. Criminal cases prosecuted in West Fargo Municipal Court including Class B misdemeanors and infractions.
2. Appeals to and/or cases removed to the District Court for Cass County.
3. Retrial.
4. Uniform post-conviction proceedings.
5. Extraordinary proceedings such as habeas corpus, mandamus.
6. Orders to Show Cause hearings.
7. Restitution hearings.
8. Contempt hearings.
9. All other proceedings which may arise in West Fargo Municipal Court, which the Court deems require the service of the public defender.

III. INDIGENT PERSONS

An indigent person includes any person charged with the commission of a misdemeanor or any person required by law to be provided representation for the protection of his or her right in any case listed in Section I above; and is one found by the Court or any of its authorized officers eligible for court appointed counsel.

IV. INITIAL APPOINTMENT

After receiving notice of appointment, the ATTORNEY shall interview the client within twenty-four hours of the appointment if the client is currently incarcerated; otherwise, within five (5) business days of the appointment. For appointments made during the weekend or holiday, the ATTORNEY shall interview the client the next working day.

V. CONFLICT OF INTEREST

If at any time after an appointment has been made and the ATTORNEY discovers he or she must withdraw from the case pursuant to the North Dakota Professional Code of Responsibility, the ATTORNEY shall notify the Judge of the Court in which matter is pending. The ATTORNEY shall follow the general provisions under Rule 11.2 North Dakota Rules of Court when withdrawing from a case.

VI. CONTRACT PERIOD

The duration of this contract shall be from the date hereof through December 31, 2023. All necessary counsel services listed in Section I above for cases or proceedings for which appointments are made to the ATTORNEY on or before December 31, 2023, shall be completed without further compensation as part of this contract.

Additionally, the City shall have the right to annually renew this agreement for the succeeding calendar year at least thirty (30) days prior to its expiration.

VII. PAYMENT FOR SERVICES

The ATTORNEY SHALL BE PAID THE SUM OF \$5,000.00 per calendar month for the period from the date hereof through December 31, 2023, payable in equal monthly installments at the end of the month in which the services are rendered. The City Auditor shall establish payment procedures. Similar payments will be made if this agreement is renewed for additional annual terms as provided above.

VIII. COSTS AND EXPENSES

The ATTORNEY shall pay for all costs, fees, and expenses incurred in providing contract services, except for the following expenses which shall be paid by the City.

1. Witness fees
2. Sheriff's fees

Upon approval of the Judge of City Court, expenditures for the following services may be reimbursed:

1. Extraordinary expenses.

Prior approval of the trial judge for all expenses exceeding \$50.00 in total is required in any one case.

The ATTORNEY will provide office space and supplies, clerical services, and support personnel. The ATTORNEY will provide all necessary books, equipment, furniture, malpractice insurance, photocopying expenses, and other necessities of the profession. In addition, absent extra-ordinary circumstances and pre-approval by the Court, the ATTORNEY, at his or her expense, will provide a backup/substitute attorney to appear in his or her stead at regularly scheduled hearings before the Court. Regularly scheduled hearings include, but are not limited to, the two Wednesdays per month as set by the Court for trials and change of plea hearings.

IX. RECORD KEEPING AND REPORTING

The ATTORNEY shall maintain individual case records showing services provided on each appointment.

X. The ATTORNEY is an independent contractor and shall not for any reason whatever be considered the agent of or an employee of West Fargo.

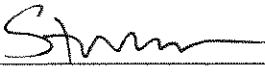
XI. The Judge of West Fargo Municipal Court shall be the supervising authority of this contract on behalf of the City.

XII. The ATTORNEY agrees to indemnify and hold harmless the City for malpractice claims made by persons represented by the ATTORNEY pursuant to this contract.

The ATTORNEY shall carry professional liability insurance in the amount of at least \$50,000.00 for any liability arising out of services provided pursuant to this contract.

XIII. For good cause, the ATTORNEY or the CITY may terminate this contract upon 30 days written notice to the other party.

Dated at West Fargo, North Dakota.



Steven D. Mottinger, Attorney

1.4.2022

Date

Honorable Bernie Dardis
Mayor, City of West Fargo

Date

Tina Fisk
West Fargo City Administrator

Date



GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

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

Full, Legal Name of Gaming Organization

Horse Race North Dakota

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

Name of Location

Double Tree

Street

425 S Benton Dr

City

West Fargo

ZIP Code

58078

County

Cass

Beginning Date(s) Authorized

1/28/22

Ending Date(s) Authorized

1/30/22

Number of twenty-one
tables if zero, enter "0":

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

entire facility, excluding rest rooms & guest rooms

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

Poker & Raffle 1/28/22 to 1/30/22

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

☐

Paddlewheels with Tickets

☐

Pull Tab Dispensing Device

☐

Prize Board Dispensing Device

☐

Paddlewheel Table

☐

ELECTRONIC Pull Tab Device

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 (Rev. 08-2019)

License Number (Office Use Only)

Site Owner (Lessor) KAS Hospitality LLC		Site Name Double Tree by Hilton		Site Phone Number 701-551-0120	
Site Address 825 S Benton Dr		City West Fargo	State ND	Zip Code 58078	County Cass
Organization (Lessee) Hoise Race ND		Rental Period 1/28/22 to 1/30/22			Monthly Rent Amount
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.				☒ No ☐ Yes ☒ No ☐ Yes	\$ 0
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____ Number of Tables with wagers over \$5 _____ X Rent per Table \$ _____				☒ No ☐ Yes	\$ 0
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____				☒ No ☐ Yes	\$ 0
4. Is Pull Tabs involving either a jar bar, standard, or electronic dispensing device conducted at this site? Please check: ☐ Jar Bar ☐ Standard Dispensing Device				☒ No ☐ Yes	\$ 0
☐ Electronic Dispensing Device Number of Electronic Devices _____					\$ 0
Total Monthly Rent					\$ 0
5. If the only gaming activity to be conducted at this 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 winning pull tab, 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 lessor's on call or temporary or permanent employee 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 pull tabs or prize boards, or both, 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. 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 Assistant General Manager		Date 01/3/2022	
Signature of Lessee 		Title Gaming Mgr		Date 1/4/22	

(over)



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

LICENSING SECTION

SFN 9338 (09-2021)

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*

Poker, Twenty-One, and Paddlewheels may be conducted **Only** with a Restricted Event Permit. Only one permit allowed per year.

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

Name of Organization or Group of People permit is issued to	Dates of Activity	If raffle, provide drawing date	
Trinity Elementary School PTO	1-30-22	1-30-22	
Organization or Group Contact Person	Title or Position	Telephone Number	
Heather Heck	PTO Vice President	701-866-6100	
Business Address	City	State	ZIP Code
2811 7th St E	West Fargo	ND	58078
Mailing Address (if different)	City	State	ZIP Code
Same			
Site Name (where gaming will be conducted)			
Trinity Elementary School			
Site Address	City	ZIP Code	County
Same			

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle Board	3-night stay at Lodge in Deadwood, SD	1800
Add Row	Delete Row	
Total (limit \$40,000 per year)		1800

Intended Uses of Gaming Proceeds
to benefit the school's parent/teacher organization
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 of \$40,000 per 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 used for political purposes.)
☐ Yes ☒ No

Organization or Group Contact Person			
Name	Title	Telephone Number	E-mail Address
Heather Heck	PTO VP/Family Fun Fair Chair person	1-701-866-6100	hheck@bell.bank
Signature of Organization or Group's Top Official		Title	Date
		PTO/VP - Trinity Family Fun Fair Chair	1-12-22



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

LICENSING SECTION

SFN 9338 (09-2021)

JAN 11 2022

Applying for (check one)	
☐ Local Permit	☒ Restricted Event Permit*
Games to be Conducted	
☐ Bingo	☐ Raffle
☒ Raffle Board	☐ Calendar Raffle
☐ Sports Pool	☐ Poker*
☐ Twenty-One*	☐ Paddlewheels*

Poker, Twenty-One, and Paddlewheels may be conducted **Only** with a Restricted Event Permit. Only one permit allowed per year.

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

Name of Organization or Group of People permit is issued to Brodie Gilbertson Benefit Fund	Dates of Activity 1/18/22	If raffle, provide drawing date 2/18/22	
Organization or Group Contact Person Kevin Benson	Title or Position Volunteer	Telephone Number 701-261-6259	
Business Address 720 5th Ave W	City West Fargo	State ND	ZIP Code 58078
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) Red River Regional Marksmanship Center			
Site Address 640 16th St NE	City West Fargo	ZIP Code 58078	County Cass

Description and Retail Value of Prizes to be Awarded		
Game Type	Description of Prize	Retail Value of Prize
Raffle Board	Firearm	unknown
Add Row	Delete Row	
Total (limit \$40,000 per year)		N/A

Intended Uses of Gaming Proceeds Brave Like Brodie Benefit	
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 of \$40,000 per 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 used for political purposes.)	
☐ Yes ☒ No	

Organization or Group Contact Person			
Name Kevin Benson	Title Volunteer	Telephone Number 701-261-6259	E-mail Address Kevin444marlin@gmail.com
Signature of Organization or Group's Top Official Kevin Benson		Title	Date 1/10/21

“BRAVE LIKE BRODIE” BENEFIT

6:00 PM - Friday, February 18th

Fun Shoot / Silent Auction / Taco-in-the Bag

**RED RIVER REGIONAL
MARKSMANSHIP CENTER**

640 16TH ST NE | WEST FARGO



Brodie Gilbertson

On October 13, 2021 Brodie, a freshman at West Fargo High School, was diagnosed with B-cell Acute Lymphoblastic Leukemia (ALL). What was thought to be a quick trip to the walk-in clinic soon turned into being admitted to the hospital and a diagnosis of cancer.

He is currently undergoing chemotherapy and has received multiple blood transfusions, among other medications, to treat the side effects of his treatment. He will have a bone marrow transplant at Mayo in the near future.

Brodie is active in the West Fargo Police Department Cadets Unit and at the Red River Regional Marksmanship Center.

Ways you can support Brodie:

Attend the Benefit!

Make a free-will donation to attend.

Give Online:

<https://lendahandup.org/give/brodie603/>

Gift Non-Cash Items:

(Food for meal, Fun Shoot prizes, & auction items)

Call Kevin (701-261-6259) or Sue (701-799-2680) or mail to: 720 5th Ave W, West Fargo, ND 58078

Cash or Check to:

Brodie Gilbertson Benefit Fund
Bell Bank
3100 13th Ave W | PO Box 10877
Fargo ND 58106-0877

Benefit hosted by the



**Gifts
boosted
20%!**

Learn more and give, LendAHandUp.org

Brodie Gilbertson



On October 13, 2021 Brodie, a freshman at West Fargo High School, was diagnosed with B-cell Acute Lymphoblastic Leukemia (ALL). What was thought to be a quick trip to the walk-in clinic soon turned into being admitted to the hospital and a diagnosis of cancer.

He is currently undergoing chemotherapy and receives multiple blood transfusions, among other medication to treat the side effects of treatment. Brodie and his mom, Vanessa, will have travel and housing expenses when his treatment requires him to be at the Mayo Clinic. Brodie is active in the West Fargo Police Department Public Safety Cadet program. In fact, he is one of the youngest cadets ever accepted into the program.

His mother, Vanessa, is a volunteer Range Safety Officer at the Red River Regional Marksmanship Center in West Fargo. Brodie has also volunteered at the range, doing whatever was asked of him.

THERE ARE SEVERAL WAYS TO SUPPORT THE FAMILY:

Donate online:

- Go to: <https://lendahandup.org/give/brodie603/>

Direct a cash or check donation (payable to Brodie D Gilbertson Benefit Fund) to:

- Bell Bank
3100 13th Ave S
PO Box 10877
Fargo ND 58106-0877

Fun Shoot / Silent Auction: 6:00 PM - Friday, February 18, 2022.

Location: Red River Regional Marksmanship Center, 640 16th St NE, West Fargo

For more information please contact:

Sue or Kevin Benson 701-799-2680 / 701-261-6259

Lonnie Wertz 701-793-1014



**Gifts
boosted
20%!**

Learn more and give, LendAHandUp.org

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

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Intended uses of gaming proceeds: Wetland Conservation in North Dakota

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? ☒ No ☐ Yes-If "Yes," indicate the total value of all prizes previously awarded: \$ _____. This amount is part of the total prize limit of \$40,000 per year.

CK#1190
Pd 1-14-22
\$10.00

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

Agenda # _____

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

1. CONTACT PERSON: Malachi Petersen, Planner - Study Conducted and Presented by Luke Champa, FM Metro COG

2. PHONE NUMBER: 515-5377 DATE: January 5, 2022

3. AGENDA TITLE:

Resolution of Approval for the West Fargo Traffic Calming Study

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

At the direction of the West Fargo Planning & Zoning Department, the Metropolitan Council of Governments has conducted a traffic calming study in West Fargo focused on a number of complaint areas. The study provides an overview of traffic calming research, identifies potential traffic calming measures for complaint areas, and offers recommendations for implementation. The Planning & Zoning Commission recommended approval of the study at their December 14, 2021 meeting.

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

N/A

6. ACTION BEING REQUESTED FROM CITY COMMISSION:

Approve the Traffic Calming Study via attached Resolution.

To: West Fargo Planning City Commission
From: Luke Champa, Associate Transportation Planner
Date: December 7, 2021
Re: **West Fargo Traffic Calming Study Final Draft Report**

In March 2021, Metro COG, in cooperation with the City of West Fargo, kicked-off the West Fargo Traffic Calming Study. Metro COG conducted the Study internally, with continuous cooperation and direction from West Fargo professional and technical staff.

This study takes a look at traffic calming on residential local and collector roadways in West Fargo. The identification of issues and subsequent traffic calming analysis is derived from (6) priority traffic calming locations in the community. The priority locations were identified by City departmental staff based upon residents' concern about excessive speeds and unsafe conditions on specific residential streets in West Fargo.

The purpose of this study is to establish a traffic calming toolbox and strategies to address speeding and safety on residential (local or collector) West Fargo streets by strategically engaging residents, reviewing the existing conditions and traffic conditions, and developing an implementation strategy for the community (West Fargo residents included) to address traffic calming. In addition, evaluation and prioritization, specific traffic calming implementation scenarios or alternatives, and associated planning-level cost estimates have been developed for each of the six (6) priority locations, which may be found in **Appendix A**. The Study was guided by a 9-member Study Review Committee (SRC) and successful public feedback received from residents impacted by speeding on residential neighborhood streets.

In addition, the West Fargo Traffic Calming Study will forward the goals, objectives and policy direction related to safety, livability, and a multi-modal transportation system as outlined in *West Fargo 2.0*, the City's Comprehensive Plan and *Metro Grow*, the long-range Metropolitan Transportation Plan.

The West Fargo Traffic Calming Study Final Draft Report may be found here:
http://fmmetrocog.org/application/files/9616/3889/7021/12.07.2021_Final_Draft_Report_digital.pdf

Or you may also visit the project webpage: <http://fmmetrocog.org/WF-Traffic-Study>

RESOLUTION OF APPROVAL FOR THE WEST FARGO TRAFFIC CALMING STUDY

WHEREAS, the City of West Fargo City Commission is the duly elected governing body for West Fargo, North Dakota and is responsible for the planning and development of a safe and functional transportation system; and

WHEREAS, the Fargo-Moorhead Metropolitan Council of Governments (Metro COG), is the Metropolitan Planning Organization designated by the Governors of North Dakota and Minnesota to maintain the metropolitan area's transportation planning process in accordance with Federal regulations; and

WHEREAS, Metro COG has undertaken the task of conducting the West Fargo Traffic Calming Study which is essential to mitigate negative transportation system impacts and increase safety, livability, and quality of life in West Fargo; and

WHEREAS, the traffic calming study process was guided by the Study Review Committee and the general public; and

WHEREAS, the West Fargo Traffic Calming Study provides a vision and policy direction for traffic calming in West Fargo; and

WHEREAS, Metro COG has conducted this study in a comprehensive, coordinated, and continuing fashion that will improve the urban transportation system as well as quality of life in West Fargo; and

WHEREAS, the West Fargo Traffic Calming Study forwards goals, objectives, and policy direction of the West Fargo Comprehensive Plan, *West Fargo 2.0* and the long-range Metropolitan Transportation Plan, *Metro Grow*;

NOW, THEREFORE, be it resolved by the City Commission of the City of West Fargo, North Dakota that the City of West Fargo does hereby approve the West Fargo Traffic Calming Study and agrees to use it as a tool to implement traffic calming improvements on residential streets with a federal functional classification of local or collector.

APPROVED:

BY: _____
President of the Board of City
Commissioners

ATTEST:

Tina Fisk, City Administrator



West Fargo Traffic Calming Study

West Fargo, North Dakota | December 2021

Acknowledgements

A sincere thank you to the following for their involvement in guiding this Study and contributing to the pursuit of safety and traffic calming for neighborhoods throughout the City of West Fargo.

City of West Fargo Staff

Andrew Wrucke

Denis Otterness

Malachi Petersen

Scott Tiffany

Tim Solberg

Metro COG Staff

Ari Del Rosario

Cindy Gray

Dan Farnsworth

Luke Champa



City of West Fargo | City Hall

800 4th Ave E | Suite 1

West Fargo, ND 58078

(701) 515-5000

The preparation of this document was funded in part by the United States Department of Transportation with funding administered through the North Dakota Department of Transportation, the Federal Highway Administration, and the Federal Transit Administration. Additional funding was provided through local contributions from the City of West Fargo. The United States Government and the State of North Dakota assume no liability for the contents or use thereof.

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

Prepared for: City of West Fargo

RESOLUTION OF APPROVAL FOR THE WEST FARGO TRAFFIC CALMING STUDY

WHEREAS, the City of West Fargo City Commission is the duly elected governing body for West Fargo, North Dakota and is responsible for the planning and development of a safe and functional transportation system; and

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APPROVED:

BY:

President of the Board of City
Commissioners

ATTEST:

Tina Fisk, City Administrator

Table of Contents

1 Introduction	5	5 Traffic Calming Recommendations	35
What is traffic calming?		Traffic Calming Policy	
Why use traffic calming?		Priority Locations	
Where can traffic calming be applied?		Alternate Locations	
Why is it important?		Development Code	
What is NOT traffic calming?		Refinement	
		Traffic Calming Program	
2 Study Process	9	6 Traffic Calming Program Funding	42
Priority Locations		Highway Safety Improvement Program (HSIP)	
Alternate Locations			
Study Area Map			
Public Engagement			
Existing Conditions			
Traffic Conditions			
Planning-Level Cost Estimates			
Study Review Committee			
3 Community Engagement Overview	17	7 Resources	43
Interesting Survey Results		West Fargo Traffic Calming Program Contact	
Overall Traffic Calming Measure of Support			
4 Traffic Calming Measures	20		
Lane Narrowing			
Curb Extension			
Pinchpoint			
Chicane			
Median Island			
Mini Roundabout			
Speed Hump			
Pavement Material			
Diverter			
Landscaping			
Local Traffic Calming Examples			
Evaluation Matrix - Traffic Calming Measures			

1 | Introduction

The West Fargo Traffic Calming Study addresses concerns received from residents of West Fargo about excessive traffic speeds on neighborhood streets. The City of West Fargo continuously improves city streets in order to address safety. This Study will help the City develop a targeted implementation strategy for traffic calming measures which, when appropriately applied can have a positive impact on travel speeds, traffic volumes, and safety of roadways in neighborhoods of West Fargo.

The purpose of this study is to provide an overview of what traffic calming is, research and understand the traffic calming issue at specific priority locations in West Fargo, identify potential traffic calming measures that can be applied to streets where frequent complaints about traffic speeds are occurring, provide public information to engage residents on existing issues and potential traffic calming interventions, provide planning-level cost estimates for traffic calming measures, identify funding sources or strategies for implementation, and summarize findings of the research, analysis, and public input to create a user-friendly report that can be utilized by West Fargo staff and residents alike.

What is traffic calming?

Traffic calming is the implementation of physical roadway features for the purpose of slowing motor vehicle speeds and altering driver behavior. These features can be installed on a street to help reduce the speed at which vehicles travel, discourage through traffic, improve traffic safety, and improve the comfort level for non-motorized users.

Why use traffic calming?

Traffic calming can improve the quality of life for residents on streets where traffic calming measures are applied, slowing vehicle speeds, and increasing safety for non-motorized users of the street. Although this Study was prompted by six (6) priority West Fargo locations, traffic calming interventions should be looked as a community-wide strategy to ensure that volume and speed concerns are not transferred to adjacent streets.

Where can traffic calming measures be applied?

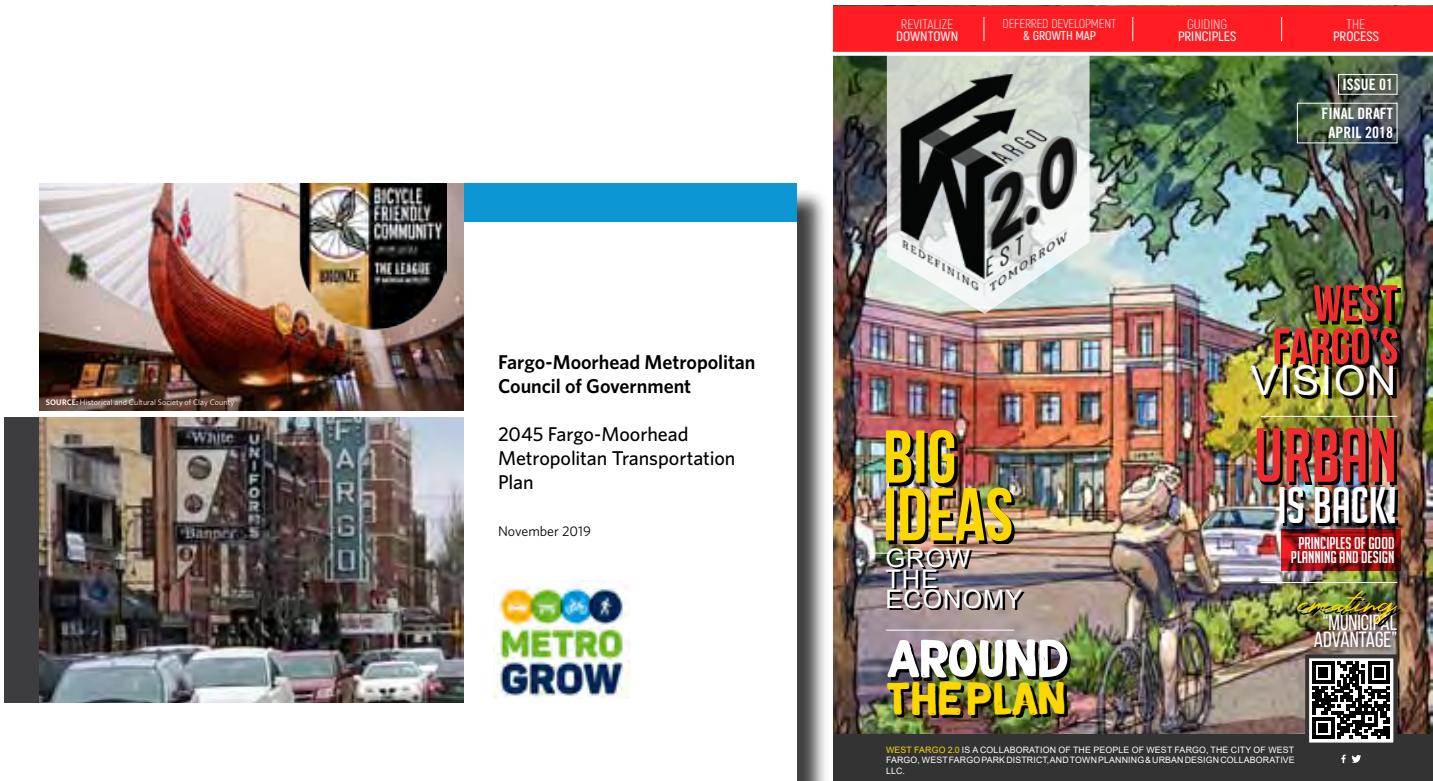
Why is it important?

Physical traffic calming measures should only be applied to residential West Fargo roadways and those with a road classification of local or collector. It should be noted that West Fargo does not allow heavy trucks on most local and collector roadways in the City and roadways are signed as such.

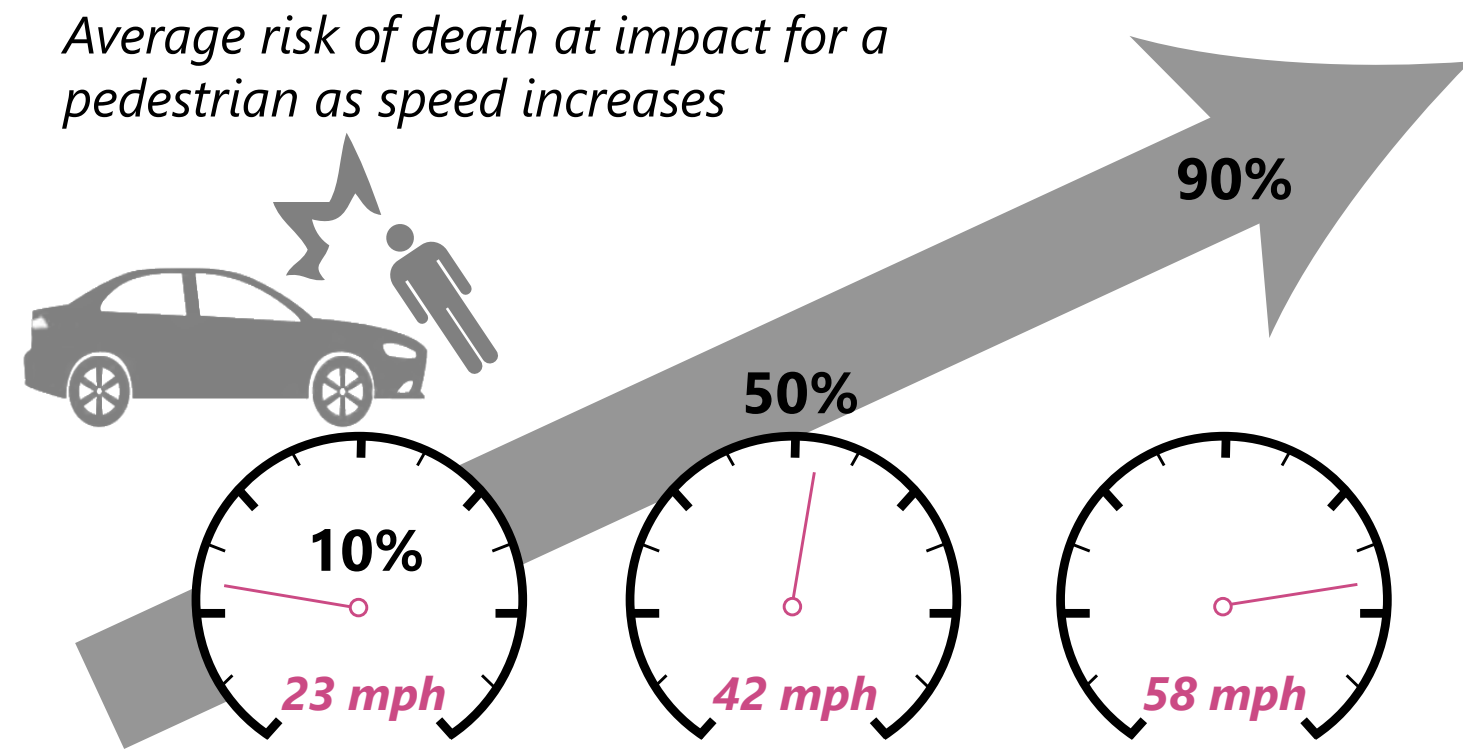
Traffic calming is important, especially in residential areas of West Fargo. The City’s Comprehensive Plan, *West Fargo 2.0* sets a policy direction for walkability that balances many modes of transportation in the built environment. *West Fargo 2.0* also emphasizes Metro COG’s complete streets policy as a critical component toward reaching the goals and objectives of enhancing the livability and character of West Fargo:

Complete Streets is an on-going and comprehensive planning, design, construction, and operations process, with a long-range perspective, aimed at improving safety, usability, and quality of life. By embracing Complete Streets, Metro COG seeks to plan and program public rights of way that fully integrate and balance the needs of all street users, including bicyclists, pedestrians, transit users, commercial vehicles, emergency services, vehicles, and passenger vehicles. Users of all ages and abilities will be considered.

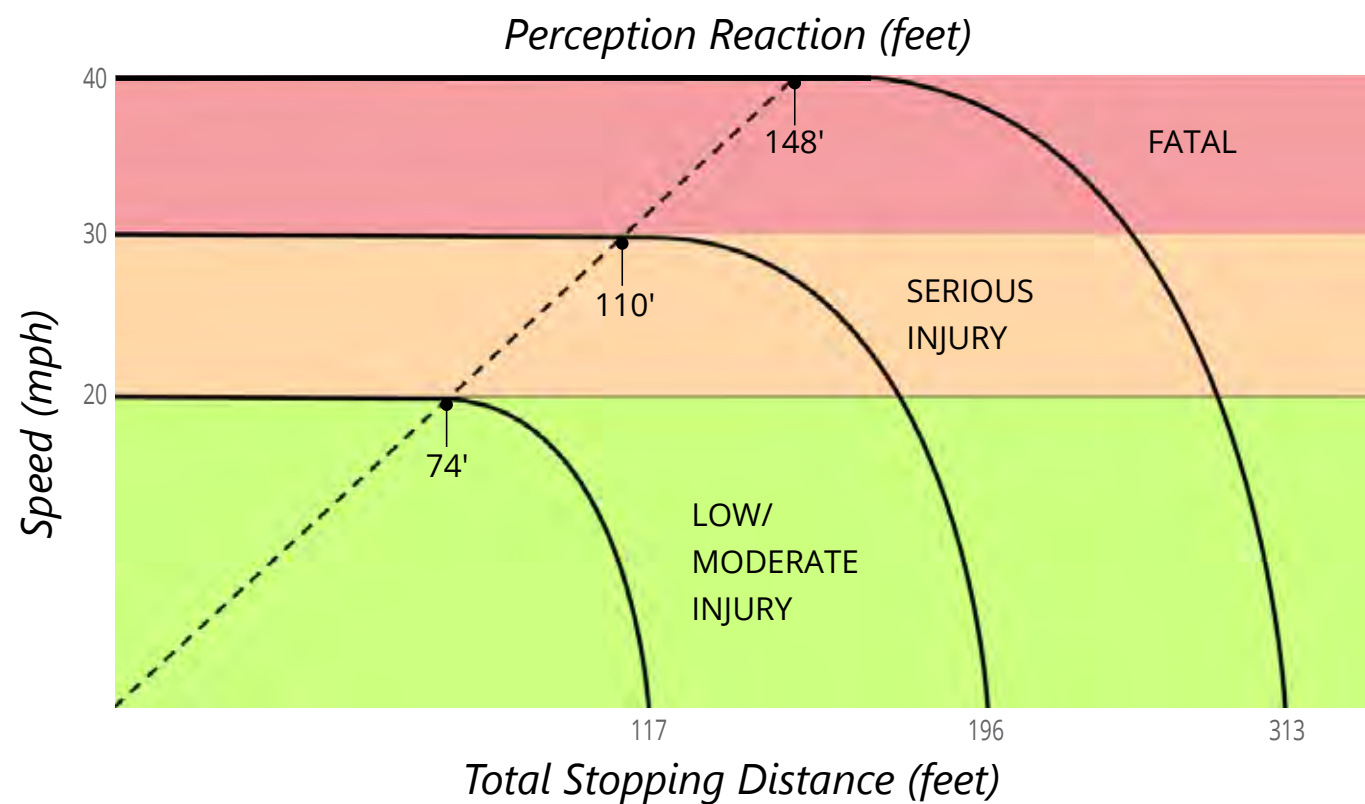
In addition to the West Fargo Comprehensive Plan, Metro COG’s Metropolitan Transportation Plan, *Metro Grow*, sets the policy direction for transportation across the Fargo-Moorhead Area (FM Area). *Metro Grow* also provides strong direction for a safer transportation system for all users and increased walking and biking as a viable mode of travel. Both of these plans have guided the City of West Fargo to pursue traffic calming as a way to forward the goals and objectives of both of these important planning documents.



^ Figure 1 | Core transportation planning documents for the City of West Fargo



^ Figure 2 | Pedestrian fatalities increase exponentially as vehicle speed increases (FHWA)



^ Figure 3 | Reaction time and stopping distance increase with speed (National Complete Streets Coalition)

The figures on the left-side of this page represent how speeding vehicles create exponentially more dangerous environments for pedestrians, therefore making traffic calming an essential tool for enhancing safety, walkability, and livability of West Fargo neighborhoods.

What is NOT traffic calming?

It is important to clarify potential options that are not considered traffic calming measures. Through the public engagement efforts, several commonly requested options arose including stop sign installation requests, dynamic radar speed signs, and increased speed enforcement from police. Stop signs and other traffic control devices such as signs are traffic operations management techniques and should not be considered traffic calming measures because they are not self-enforcing. Self-enforcing measures are physical treatments that are engineered to change motorist behavior to change vehicle speed or direction of travel. Stop signs and other traffic control signs signal to motorists to change behavior and reduce speed however, enforcement is required from authorities in order to be effective rather than the motorists' voluntary behavior modification. Enforcement can and should occur at given times where speeding may be prevalent along certain corridors; however, the West Fargo Police Department has indicated that continual enforcement of problematic areas is not sustainable or efficient for Police Officers. The Police Department will continue to use a targeted enforcement approach and plans to utilize data from the traffic analysis portion of this Study to focus enforcement in areas where and at times when speeding may be more prevalent.

Temporary traffic calming devices such as signage or roadway striping may be considered in portions of West Fargo where urban development has not yet occurred and should be considered temporary solutions. Self-enforcing traffic calming measures should be considered at the time of development and/or urbanization of the roadway if temporary traffic calming devices were installed prior to urbanization.

2 | Study Process

Priority Locations

Alternate Locations

Through the Study process and West Fargo’s efforts to respond to speeding on residential streets, six (6) priority and four (4) alternate locations were identified to be studied as part of this report. The Study is aimed at the identification of traffic calming problems as they exist today and to develop a toolbox that can be used to address traffic calming issues across the entire community.

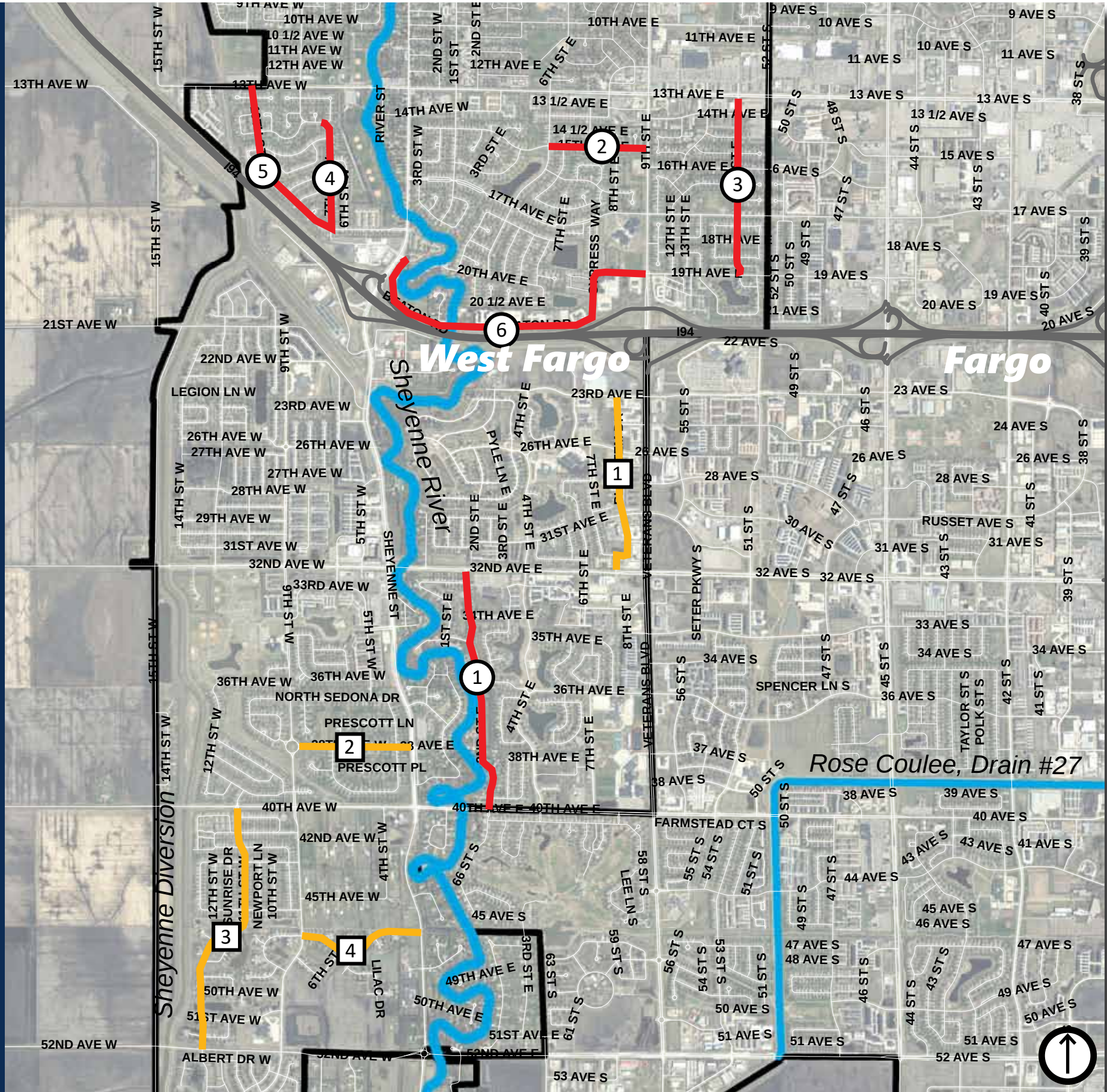
The locations listed below are based on numerous resident complaints that have been received by various City departments over the past ten (10) years including Engineering, Planning, Public Works, and Police Departments.

While the Study provides general introduction, analysis, and implementation recommendations for traffic calming across West Fargo, this effort also stems from very specific complaints at the following locations which were used to identify and understand the root of the traffic calming issue in West Fargo, engage and educate the public about traffic calming, and develop planning-level cost estimates. Through this process, the City and Metro COG developed a city-wide traffic calming toolbox and implementation strategy to address speeding and safety concerns that may arise in the future.

- ① 2nd Street East, south of 32nd Ave E
- ② 15th Avenue East, between 6th and 9th St E
- ③ 16th Street East, south of 13th Ave E
- ④ 7th Street West, between 15th and 19th Ave W
- ⑤ 10th Street West, south of 13th Ave W
- ⑥ Beaton Drive, between Sheyenne St and 9th St E

- ❶ Bluestem Drive, between 23rd and 32nd Ave E
- ❷ 38th Avenue West, between 9th St W and Sheyenne St
- ❸ 11th Street West, between 40th and 52nd Ave W
- ❹ 47th Avenue West, between 9th St W and Sheyenne St

Study Area Map



^ Figure 4 | Priority and Alternate Study Locations

Public Engagement

Existing Conditions

During the West Fargo Traffic Calming Study, public engagement occurred at two (2) critical stages: (1) during the information gathering stage to understand the traffic calming issues including speeding, cut-through traffic, safety concerns, among other things and (2) during the development of the traffic calming measure toolbox to gauge the level of public support for the various infrastructure options that may be used to calm traffic in West Fargo.

Data was collected at the six (6) priority locations to create existing conditions and to analyze whether there were components of the built environment that may be contributing to a traffic calming problem. Existing conditions information includes roadway width, driving-lane width, parking-lane width if applicable, land use and nearby destinations, and other key features including but not limited to bicycle and pedestrian infrastructure, signage, striping, boulevard trees, and driveway access. Site-specific existing conditions can be found in **Appendix A**.

In many cases, the existing conditions revealed that local and collector classified neighborhood roadways in West Fargo are built much wider than the recommended minimums for an urban neighborhood setting. With existing driving-lanes ranging anywhere from 12 to 20-feet wide, the wider driving-lanes may be contributing to excessive vehicular speeds on residential streets across West Fargo. Under-utilized parking lanes also contribute to speeding, as on-street parking lanes can make the driving lanes appear wider than they actually are, exacerbating the tendency to speed.

Access driveways from residential properties along the street may also contribute to traffic calming challenges because the spacing of said driveways contributes to on-street parking underutilization. In some cases, there is not

Traffic Conditions

enough space to park a vehicle on-street between access driveways, again causing the driving-lanes to appear wider than they actually are.

Boulevard trees may also be a factor. Mature boulevard trees help to visually narrow a roadway which can help decrease speeds; however, a majority of neighborhoods in West Fargo have been recently developed, leaving little time for boulevard trees to mature. In some cases, in these newer developments, boulevard trees have not yet been planted, leaving open sightlines for drivers to comfortably travel at higher rates of speeds.

The existing conditions analysis also indicates that a big factor in traffic calming in West Fargo may lie in the urban design of neighborhoods and how the configuration of neighborhoods has often times created a single roadway spine of connectivity that causes speeding due to roadway circuitry. Roadway circuitry is the ratio of network to Euclidian distances (as the crow flies) and describes the directness of trips and the efficiency of the transportation network. An inefficient network can lead to speeding, as people travel round-about or indirect routes to get to most destinations. For example, a traditional grid street network is much more efficient (lower circuitry ratio) than a street network with limited connectivity or frequent curves, circles, and, or dead-ends.

The existing conditions analysis highlights certain components of the built environment that may be contributing to higher vehicular speeds on residential streets in West Fargo. Some of the obvious issues such as driving-lane width, on-street parking, boulevard trees, and access drive spacing may be proactively addressed by revising the West Fargo Development Code with traffic calming in mind.

Traffic data was collected through portable pneumatic tube counters that were strategically deployed along the six (6) priority locations. The counters were deployed for a minimum of 48 hours during weekdays to collect traffic

speed and volume. An adjustment factor was applied to the collected traffic volume based upon the time of year and day of the week in which the traffic data was collected, which provides an Annualized Average Daily Traffic (AADT) estimate which is a standard traffic volume measurement. Standard traffic speed measurements such as median speed and 85th-percentile speed were also collected.

Metro COG also used StreetLight Data to calculate cut-through traffic by percentage of volume for each of the six (6) priority locations. Streetlight Data uses Location Based Services (LBS) data sets obtained from cellular data and GPS data to calculate origin-destination and estimated traffic volumes.

The cut-through percentage was estimated by first, defining a neighborhood geometry or boundary adjacent to the street being studied and then, calculated trips with an external origin and external destination from said boundary. The cut-through percentages help identify how streets may be functioning. For example, a high percentage of cut-through traffic on a local classified roadway may indicate that the roadway is functioning more as a collector. Cut-through traffic can also exacerbate the speeding problem associated with some residential streets in West Fargo and is one of the major secondary concerns the public had in relation to traffic calming aside from speeding. The traffic data collected through this study helped to identify and validate speeding or cut-through concerns identified by the West Fargo community.

Planning-Level Cost Estimates

General estimated costs based on national traffic calming resources were developed for each traffic calming measure and can be found in **Chapter 4**. Rather than specific numbers, a graphical scale indicates the level of investment the City of West Fargo may expect when implementing different options.

Planning-level cost estimates were developed for each traffic calming alternative scenario at the six (6) priority locations. The cost estimates include costs for implementing the recommended traffic calming measures and any incidentals that may be required. Cost estimates are only intended to be used at a planning level and should be refined with future project development. Site-specific cost estimates were developed for the six (6) priority locations based upon each location's preliminary traffic calming policy evaluation. Site-specific cost estimates may be found in **Appendix A**.

The cost estimates are based on West Fargo average bid prices and were developed by identifying major pay items and estimating rough quantities for implementation. Cost estimates do not include engineering, easement or right-of-way acquisition, permitting, inspection, construction management, surveying, geotechnical investigation, environmental documentation, site remediation, escalation, operations and maintenance, or unforeseen project-specific cost items. The cost estimate includes a 25% contingency that may account for some of the aforementioned costs. Cost estimates have been rounded up to to the nearest \$5,000 and should be considered fiscal year 2021 dollars. Estimates may need to be inflated for the year in which a project is programmed.

Construction costs will vary based on project scope, site conditions and constraints, schedule, and the economic conditions at the time of construction.

Study Review Committee

Metro COG and the project team worked with a Study Review Committee (SRC) comprised of professional staff from various City of West Fargo departments. The SRC was involved through the entire duration of the Study and oversaw the study process, provided expert and technical advice, and guided key components of the project. The project team hosted three (3) SRC meetings throughout the process, covering the following topics:

Meeting 1

SRC meeting #1 was the kickoff meeting for the project and established the project process and ensured that all study participants or SRC members and the project team (Metro COG) shared a common understanding of the project goals and desired outcomes. There was a high-level overview of the six (6) priority locations including conversations about existing traffic calming issues and what complaints have been received by various departments. The meeting also introduced the methods used for traffic data collection and traffic calming resources being used to develop a traffic calming “menu”. Consensus was established from the group for the public engagement approach to gather early input from residents living in the vicinity of streets being studied as part of the project.

Meeting 2

SRC meeting #2 occurred after the first round of public engagement occurred. Public feedback was discussed and themes of residents’ concerns were established. Existing conditions and existing traffic conditions including initial traffic data were summarized. The focus of the meeting was on the preliminary traffic calming options and robust discussion was had about each specific option and the feasibility of implementation for each within the City. The SRC wanted to ensure that any traffic calming option shown to the public was within the realm of possibility for the City to build, operate, and maintain. Pros and cons for each option were established. The public engagement strategy to get residents’ feedback on the options was discussed and solidified.

Meeting 3

SRC meeting #3 occurred after the second round of public engagement occurred. Discussion included public feedback, traffic calming alternative matrix, site-specific alternatives, and traffic calming policy. The focus of the meeting was on the site-specific alternatives and traffic calming policy. The SRC wanted to ensure that an objective, technical evaluation process was established to identify traffic calming projects. Based upon the discussion it was determined that the six (6) priority locations provided a baseline understanding of traffic calming issues occurring throughout West Fargo and would be used to craft the traffic calming policy. With the traffic calming policy and preliminary technical evaluation criteria established, the six (6) locations would then be evaluated for a traffic calming project in an appendix, Appendix A.

Study Review Committee Members

Andrew Wrucke, West Fargo Engineering

Ari Del Rosario, Metro COG

Cindy Gray, Metro COG

Dan Farnsworth, Metro COG

Denis Otterness, West Fargo Police

Luke Champa, Metro COG

Malachi Petersen, West Fargo Planning

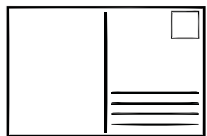
Scott Tiffany, West Fargo Public Works

Tim Solberg, West Fargo Administration

3| Community Engagement Overview

Community engagement occurred between May and August of 2021. There were **386 surveys** taken by residents. Two (2) surveys were used during the public engagement for the Study including the first survey, which was used to identify specific traffic calming concerns along the priority locations and the second survey, which was used to understand the level of support for potential traffic calming measures. Metro COG and the City of West Fargo also hosted three (3) separate pop-up meetings which were in-person events used to chat with interested residents face to face and receive feedback regarding the different traffic calming options. Over 12 people attended the pop-up events. For detailed public engagement results, see **Appendix B**.

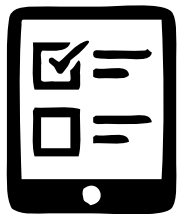
With the continued and evolving landscape of the COVID-19 public health crisis, the project team chose to approach public engagement with a focus on virtual or online opportunities however, in-person outdoor options were also offered for those more interested in providing feedback in a traditional setting. The following outreach methods were used to engage with the West Fargo community during the project, including:



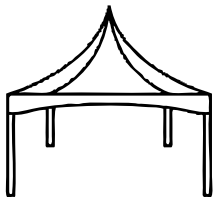
Postcards



Social Media (Facebook)



Surveys



Pop-up Events



Emails



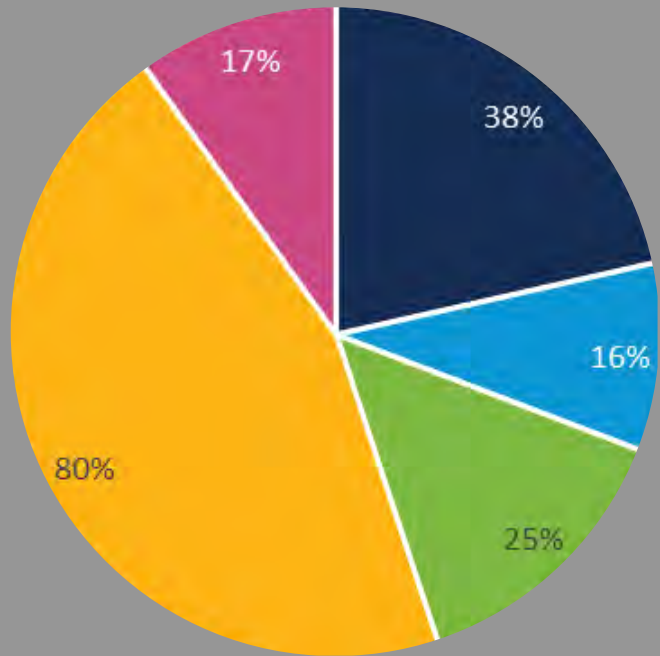
Webpage Updates

Interesting Survey Results

What major concerns do you have in regards to traffic calming along the street?

201 Respondents

- Speeding
- Cut-through traffic
- Sidewalks/crosswalks
- Other
- Parking



^ Figure 5 | What major concerns do you have in regards to traffic calming along the street? (priority locations)

One of the survey questions asked respondents if they personally speed along one of the streets being studied; interestingly a vast majority of survey respondents did not admit to speeding very often. However, of the 135 respondents that admitted to driving above the speed limit at times, they believed not paying attention (31%) and street design (29%) were the top reasons causing them to speed.

Most respondents (89% of respondents) perceived more speeding between 3:00 p.m and 5:59 p.m. than any other time of day.

Respondents indicated their primary mode of travel along the priority locations is driving or riding in a vehicle with walking or running happening less and bicycling or other similar mode trips occurring least of all. Interestingly, respondents indicated feeling more safe in a vehicle, less safe walking or running, and least safe biking or other similar mode.



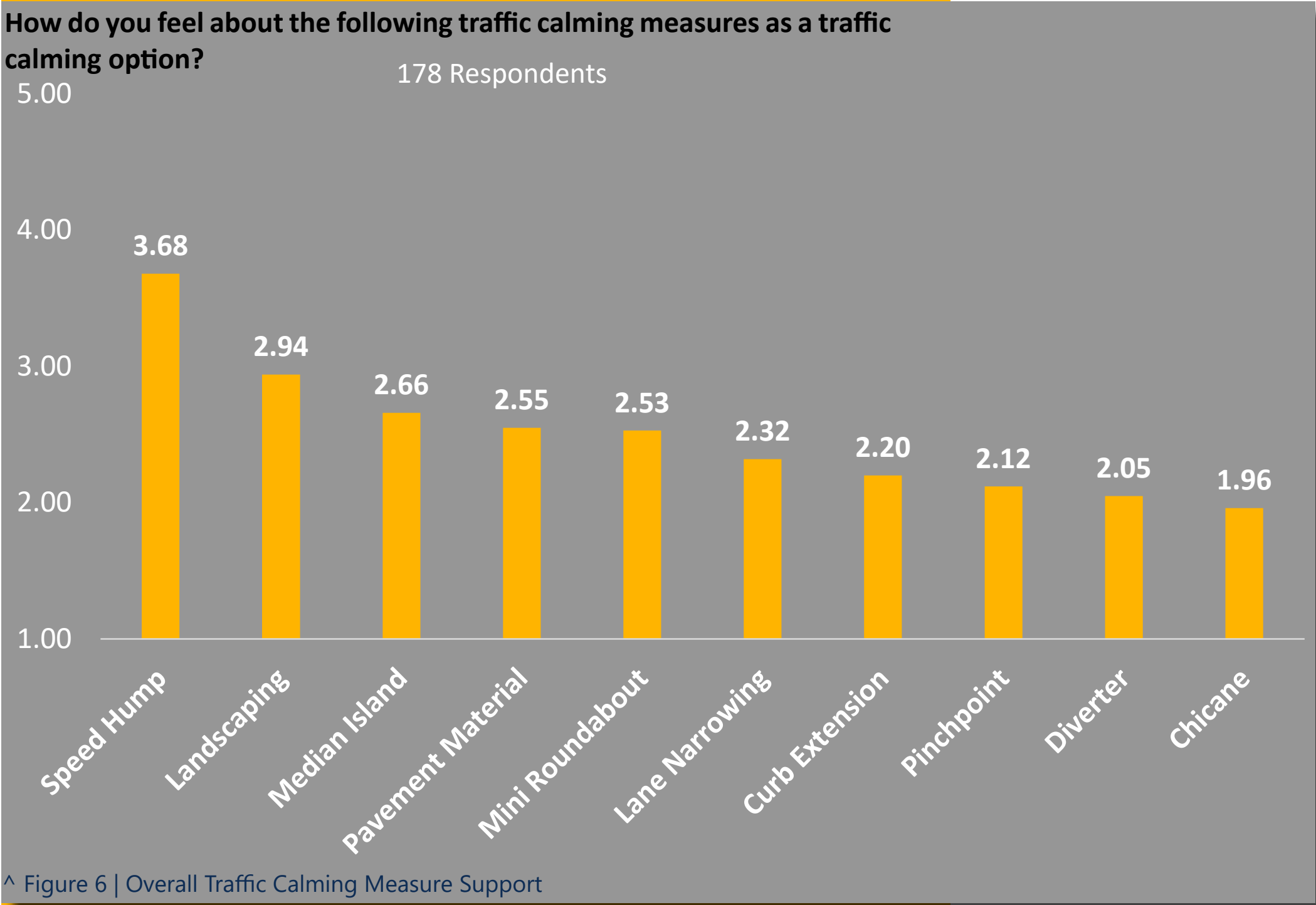
Pop-up engagement event held at Elmwood Park August 9, 2021



Pop-up engagement event held at Shadow Wood Park and Splash Pad August 10, 2021.

Overall Traffic Calming Measure Support

The second survey included graphics and text explaining each traffic calming measure. For each traffic calming measure, community members were asked “How do you feel about [insert traffic calming measure] as a traffic calming option?” The chart on this page reflects the overall results of the online survey and the in-person survey activity from the pop-up events. Ratings are on a 1 to 5 scale, with 5 = strongly support.



^ Figure 6 | Overall Traffic Calming Measure Support

4 | Traffic Calming Measures

The project team developed a complete set of potential implementable traffic calming solutions based upon national literature. The primary resources to develop a comprehensive list of options included reports published by the Institute of Transportation Engineers (ITE) and the National Association of City Transportation Officials (NACTO). The project team, with major contribution from the SRC, then narrowed down the list to realistic and feasible traffic calming solutions for the City of West Fargo to implement. By focusing on budget feasibility, effectiveness, maintenance, and other criteria such as emergency services or vehicular impacts, an implementable list of traffic calming measures was derived. The team also looked for examples that have been implemented successfully in the FM Area or broader region where similar weather, roadway operations, and maintenance occurs. The list of traffic calming measures is as follows:

Lane Narrowing

Curb Extension

Pinchpoint

Chicane

Median Island

Mini Roundabout

Speed Hump

Pavement Material

Diverter

Landscaping

This section lists each traffic calming option and includes information about cost, maintenance, and effectiveness or potential speed reduction for each.

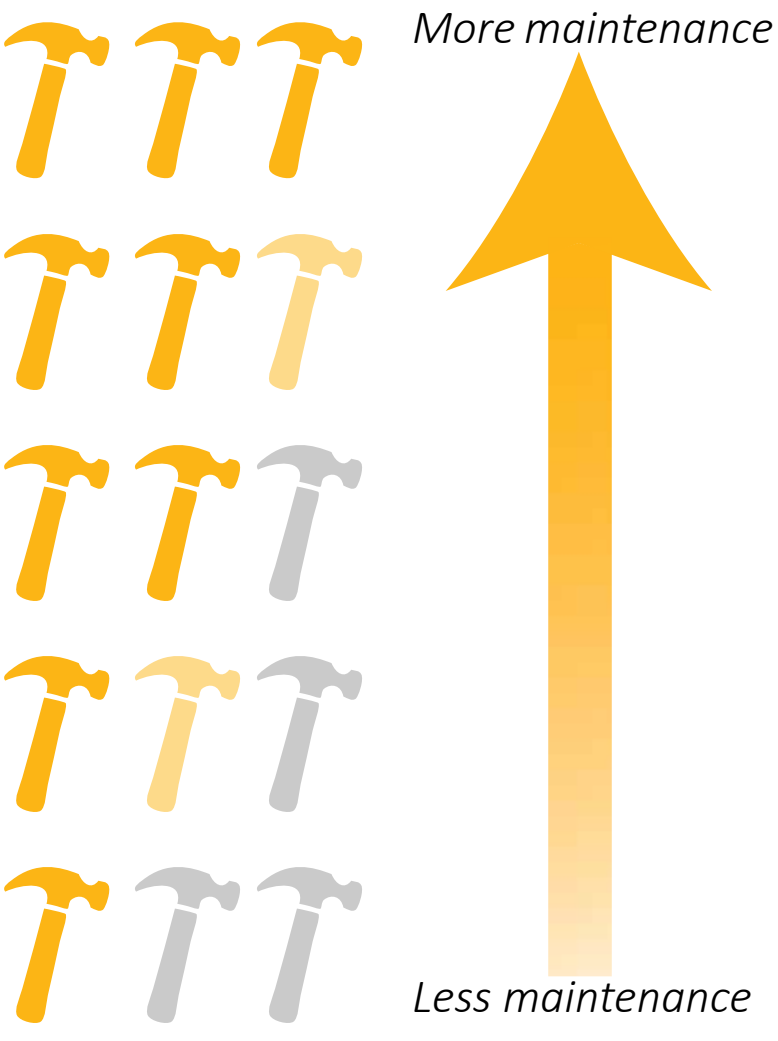
Cost

The scale below is given for traffic calming measures to represent the estimated cost of construction based upon City of West Fargo Engineering Department estimates.



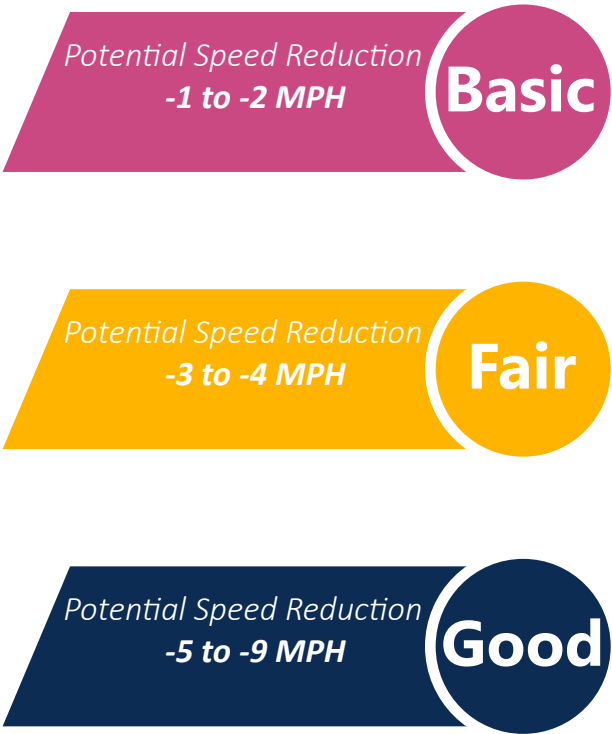
Maintenance

The scale below is given for traffic calming measures to represent the long-term operations and maintenance effort based upon City of West Fargo Streets Department estimates.



Effectiveness

The following ribbons indicate speed reduction potential of each traffic calming measure that may be expected after implementation and is based upon FHWA and ITE literature and research on traffic calming effectiveness.

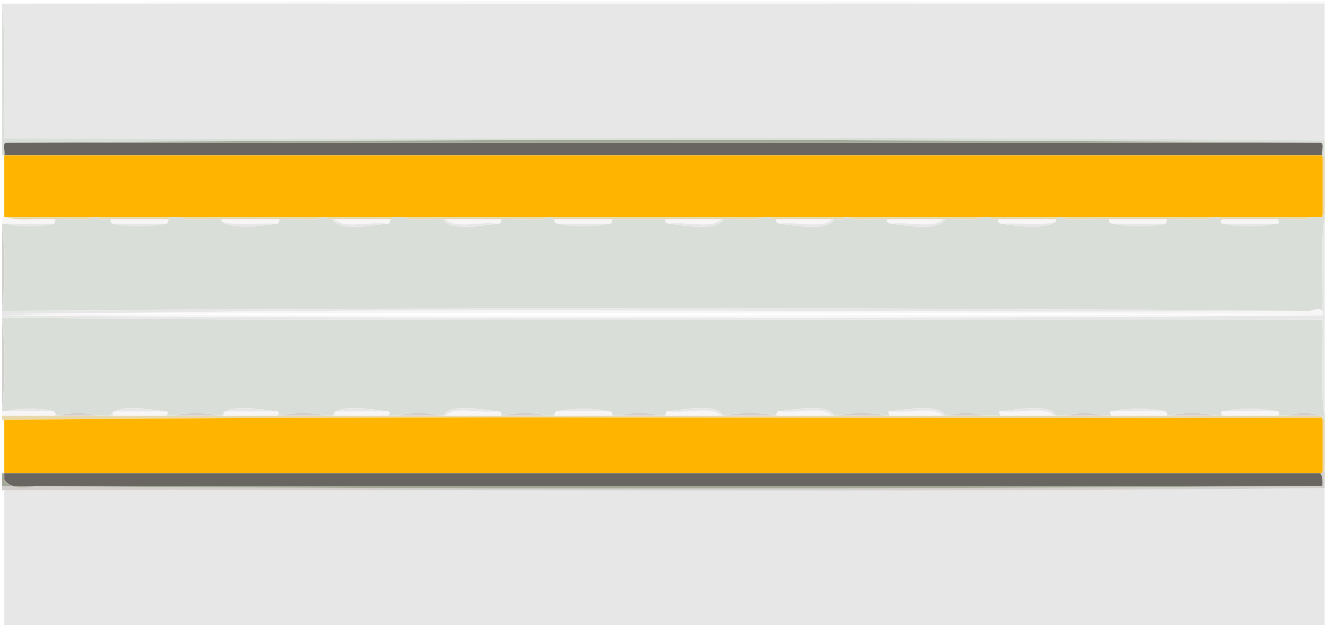


Lane Narrowing

(Road Diet, On-Street Parking, Pavement Striping)

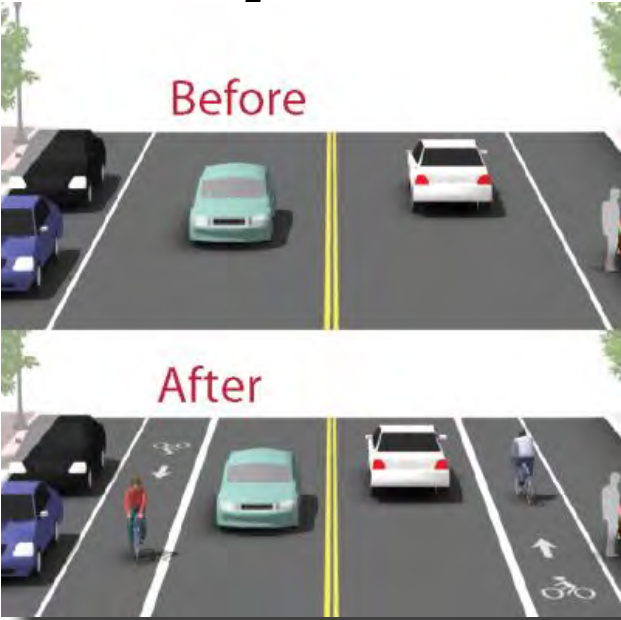
Potential Speed Reduction
 -1 to -2 MPH

Basic



^ Figure 7 | Plan View Graphic, Lane Narrowing (NACTO)

Examples



Braintree, MA neighborhood traffic calming visualization.



Roland, IA shoulder markings used to narrow travel lanes.

Description

Narrow lanes are well known to reduce speed and keep drivers more alert on the street. Lane narrowing, also known as a road diet, can be achieved through pavement striping or reduction of pavement however, due to the estimated cost of reducing pavement, that option for lane narrowing is much less likely to be implemented in West Fargo. Reduced travel lane widths allow for other roadway features that may add to livability including extended curbs, bike lanes, or on-street parking.

Cost & Maintenance



Dependent on roadway length. Costs increase exponentially if pavement reduction is pursued which moves or adds curb and gutter.

Pros	Cons
+ May allow for bike lanes, additional parking, or other roadway features that enhance livability	- May not be effective if lanes are not significantly narrowed
+ Low cost solution	

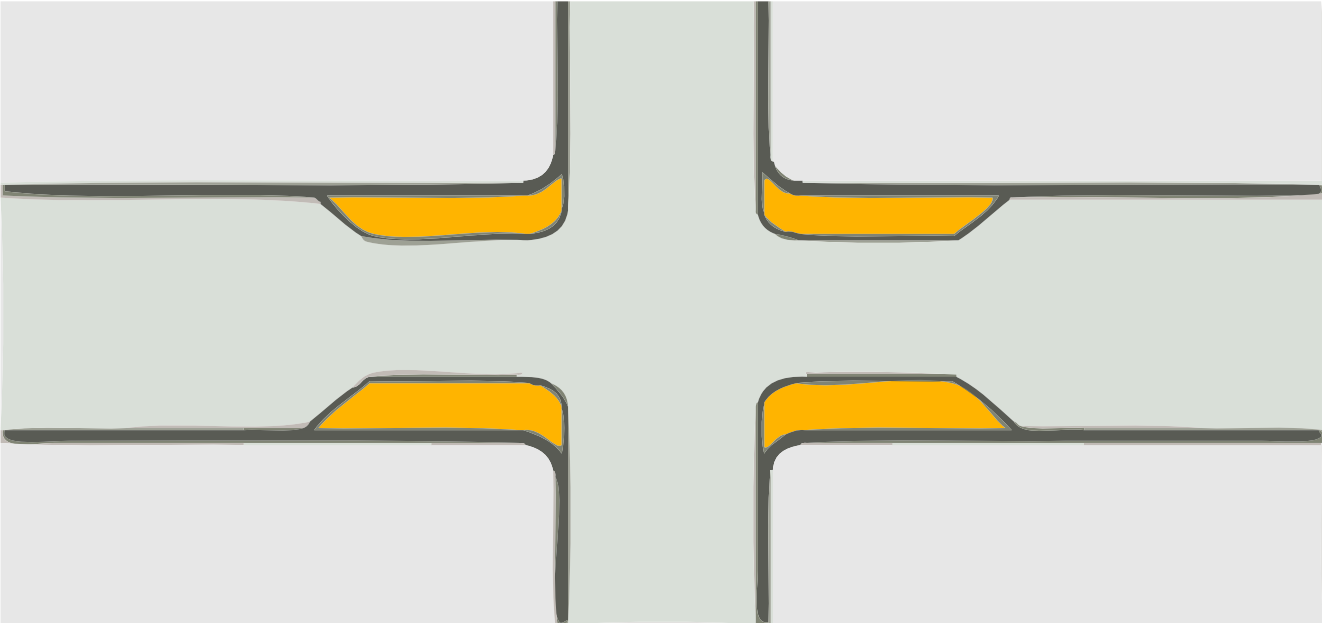
Curb Extension

(Corner Extension, Corner Radii, Bulb-Out)

Potential Speed Reduction

-3 to -4 MPH

Fair



^ Figure 8 | Plan View Graphic, Curb Extensions (NACTO)

Examples



Yellow-painted curb extension narrows the roadway along 30th Ave E in West Fargo, ND



Curb extension narrows crossing of 1st St E near South Elementary School in West Fargo, ND

Description

Extensions of the sidewalk and curb can narrow the street at strategic intersections. Curb extensions can improve safety by slowing vehicle turning speeds, reducing pedestrian crossing distances, and increasing pedestrian visibility. Curb extensions can increase the livability of neighborhoods by enhancing pedestrian friendliness and safety. Historically, West Fargo has used curb extensions to delineate on-street parking or to improve pedestrian safety at high pedestrian traffic locations.

Cost & Maintenance



Dependent on length and width of extension. Winter maintenance is the biggest concern with curb extensions.

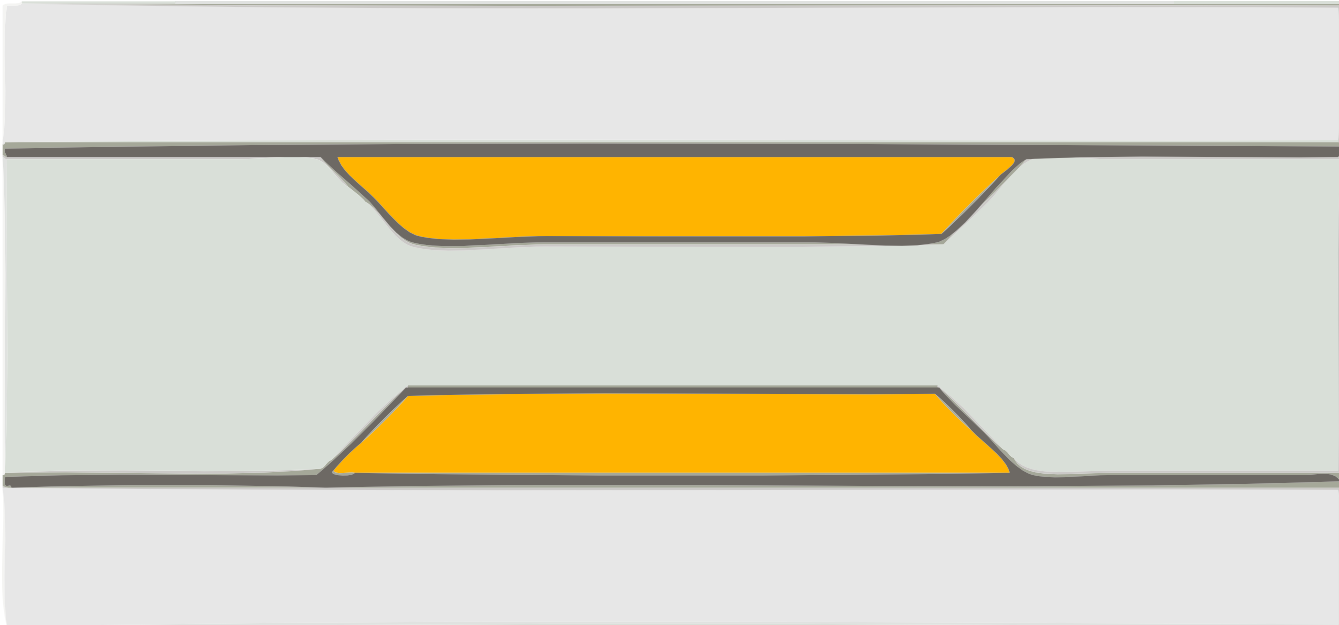
Pros	Cons
+ Slows vehicular turning and through movements	- Buses and heavy trucks including some emergency vehicles may have difficulty making turns
+ Improves pedestrian visibility and safety	- Realigned drainage may increase costs and maintenance
	- Snow removal impacts

Pinchpoint

(Choker)

Potential Speed Reduction
-3 to -4 MPH

Fair



^ Figure 9 | Plan View Graphic, Pinchpoint (NACTO)

Examples



Choker narrows the roadway in St. Louis Park, MN



Traffic island narrows a roadway in Toronto, ON

Description

Pinchpoints narrow the roadway at a strategic mid-block point which helps lower vehicular speeds. The pinchpoint can narrow travel lanes at strategic locations and provides a visual constriction of the roadway to influence driver behavior. A more dramatic example, the one-lane choker, can force two-way traffic to take turns entering through the pinchpoint, reducing vehicular speeds and keeping drivers alert.

Cost & Maintenance

\$ \$ \$

🔨 🔨 🔨

Dependent on roadway length. Costs increase exponentially if pavement reduction is pursued which moves or adds curb and gutter.

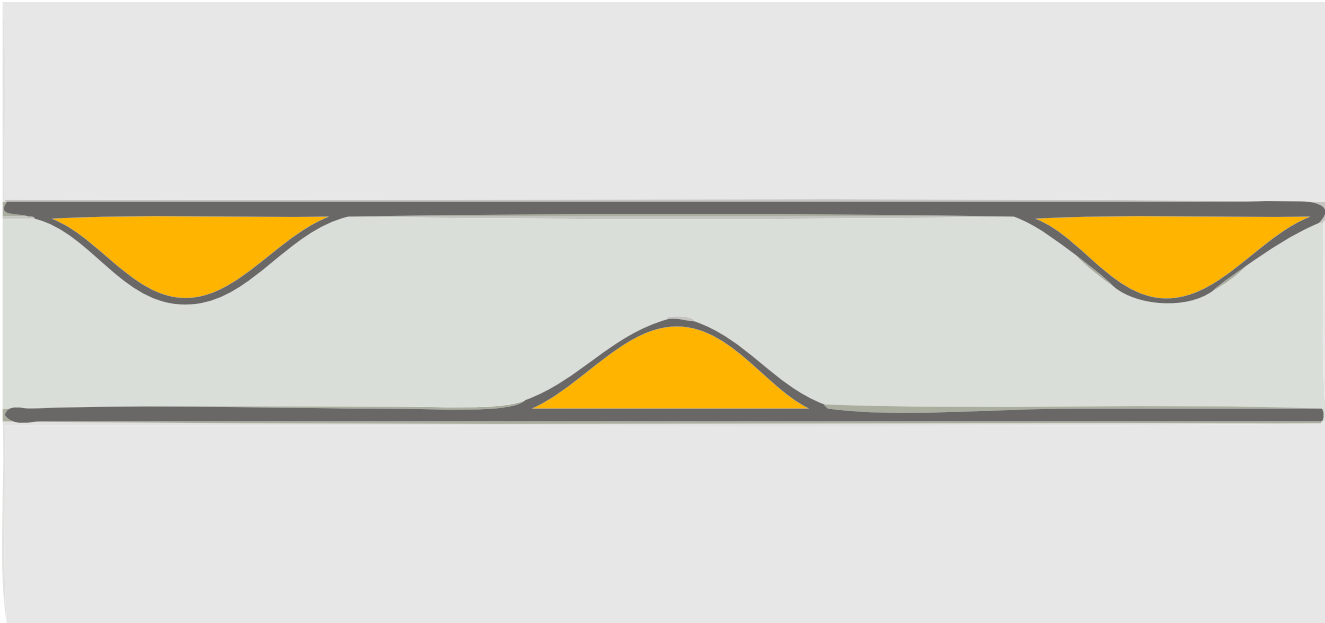
Pros	Cons
+ Slows traffic at mid-block locations	- May require on-street parking removal
+ Keeps drivers alert	- Uncomfortable for bicyclists whom may be sharing the travel lane
	- Snow removal impacts

Chicane

(Lane Shift, Lateral Shift, Realigned Intersection)

Potential Speed Reduction
-6 to -9 MPH

Good

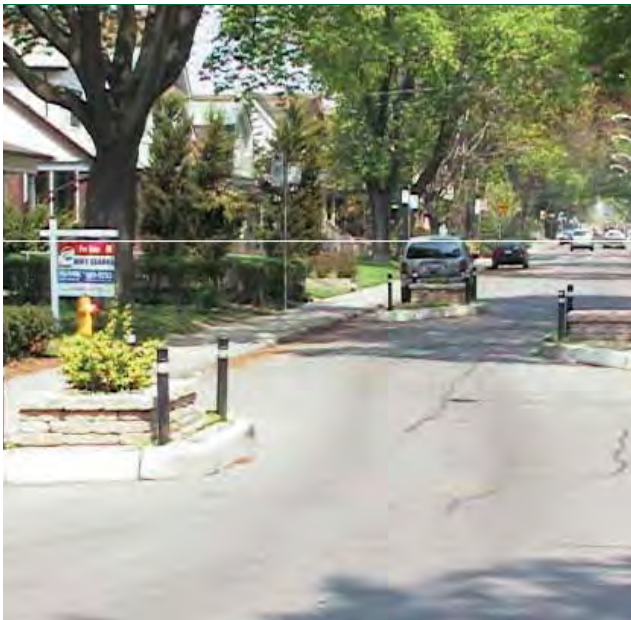


^ Figure 10 | Plan View Graphic, Chicane (NACTO)

Examples



Chicane with added landscaping in Seattle, WA



Chicane shifts traffic on a one-way street in Toronto, ON

Description

Chicanes slow vehicular traffic by alternating curves or lane shifts, creating an S-shaped travel path. Chicanes are strategically created by placing parking, curb extensions, or edge islands along the roadway to force motorists to steer back and forth. This method can greatly impact driver behavior through visual and physical roadway design cues, causing vehicular traffic to slow down.

Cost & Maintenance

\$\$\$

TTT

Dependent on length and width of chicane. Winter maintenance, drainage, and street-sweeping are the biggest concerns with chicanes.

Pros	Cons
+ Significantly slows vehicular traffic	- Buses and heavy trucks including some emergency vehicles may have difficulty moving through chicanes
+ Typically does not require utility relocation	- Realigned drainage may increase costs and maintenance
	- Snow removal impacts
	- Street-sweeping impacts

Median Island

(Median, Refuge Island, Median Island Intersection, Median Island Midblock)

Potential Speed Reduction
-3 to -6 MPH

Fair



^ Figure 11 | Plan View Graphic, Median Island (NACTO)

Examples



Median island on 13th Ave W in West Fargo, ND



Median refuge island on 18th Ave W in Fargo, ND

Description

Raised median islands in the center of the roadway can slow vehicular traffic by narrowing travel lanes and creating a visual constriction of the roadway. Medians, when designed properly can also be used as a pedestrian refuge, increasing pedestrian safety at strategic crossing locations. Historically, West Fargo has implemented medians on busier roadways across the City to increase safety and aesthetics.

Cost & Maintenance



Dependent on roadway length. Costs increase exponentially if pavement reduction is pursued which moves or adds curb and gutter.

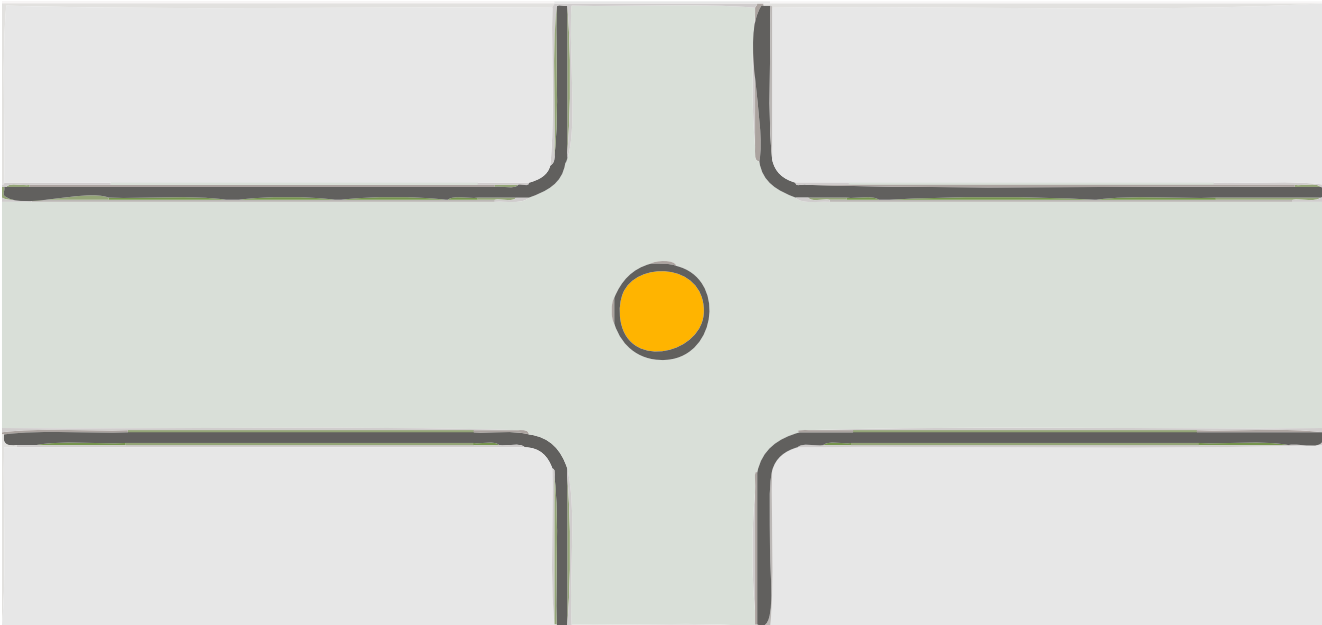
Pros	Cons
+ Slows traffic by narrowing travel lanes	- May restrict turning access into or out of driveways
+ Can shorten pedestrian crossing distances and enhance safety	- May require removal of on-street parking

Mini Roundabout

(Traffic Circle)

Potential Speed Reduction
-4 MPH

Fair



^ Figure 12 | Plan View Graphic, Mini Roundabout (NACTO)

Examples



Mini roundabout on 19th Ave W in West Fargo, ND



Mini roundabout in Athens, OH

Description

Roundabouts can help slow and organize vehicular traffic at intersections. Roundabouts keep drivers alert, requiring vehicles to move with caution and yield to other vehicles. West Fargo has implemented roundabouts across the City however, admits the design and implementation of mini roundabouts has not been a straightforward success.

Cost & Maintenance

\$\$\$

TTT

Depends upon the design and dimensions of the roundabout which may impact right-of-way (ROW) acquisition.

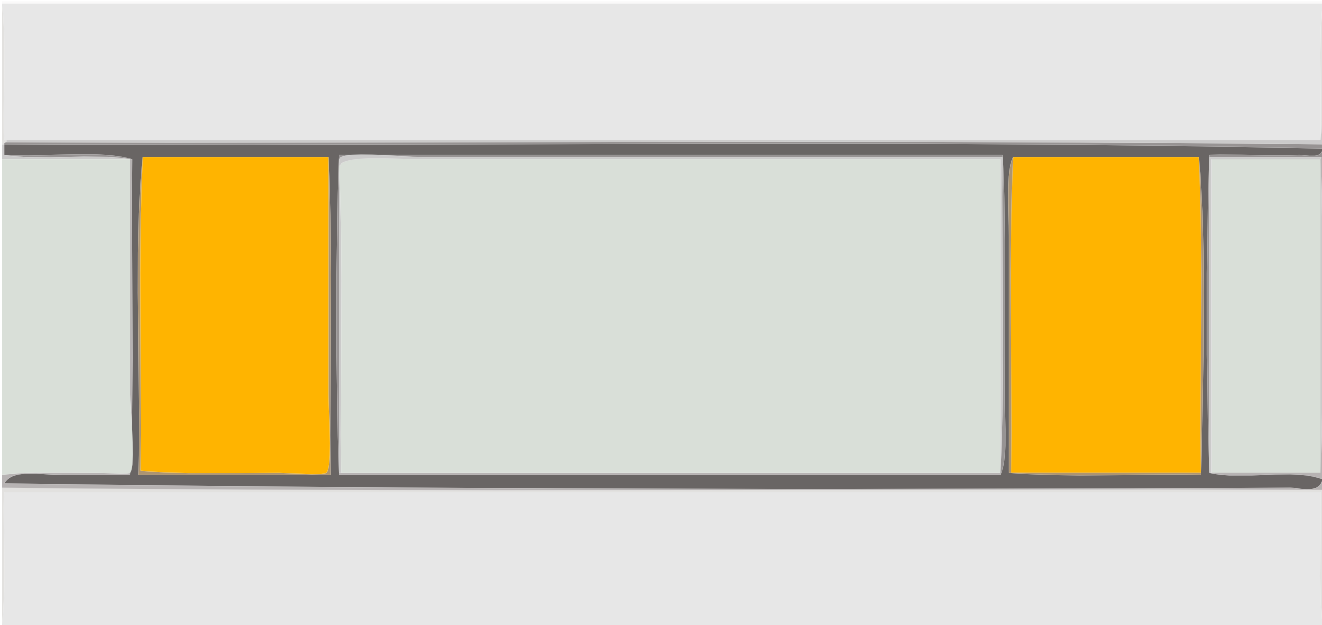
Pros	Cons
+ Slows vehicular traffic at intersections	- Buses and heavy trucks including some emergency vehicles may have difficulty moving through roundabouts
+ Can reduce crash severity	- Uncomfortable for bicyclists whom may be sharing the travel lane

Speed Hump

(Speed Cushion, Speed Table, Raised Intersection, Raised Crosswalk)

Potential Speed Reduction
-6 to -8 MPH

Good



^ Figure 13 | Plan View Graphic, Speed Hump (NACTO)

Description

Speed humps, speed cushions, or speed tables use a vertical offset to slow vehicles at strategic locations. Raised intersections are similar to speed tables however, the entire intersection is raised. By forcing part or all of a vehicle’s wheelbase upward, drivers must slow down in order to travel over speed humps comfortably. West Fargo has recently implemented more speed humps on lower traffic volume streets or other strategic parts of the City to slow down traffic and increase safety.

Cost & Maintenance



Dependent on design and pavement material choice.

Examples



Raised crosswalk on 19th Ave W in West Fargo, ND



Speed bump on Golf Course Road in Fargo, ND

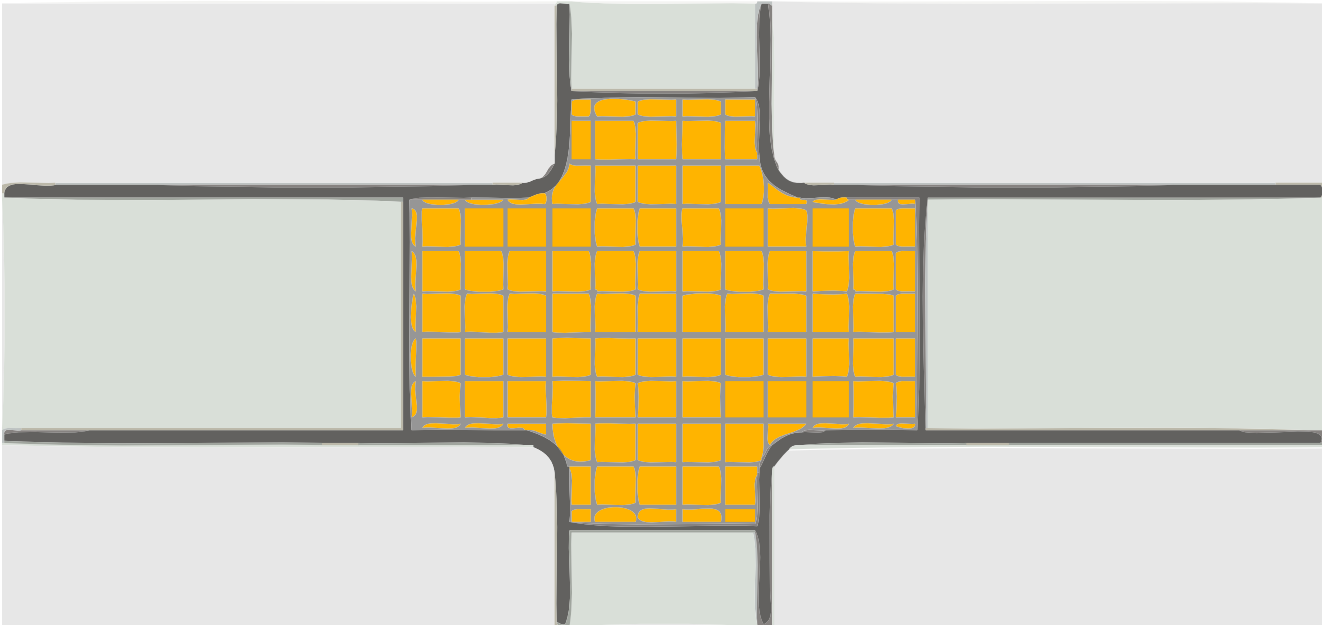
Pros	Cons
+ Forces a significant speed reduction	- Speeds may increase after or between speed humps
+ Can be an effective yet low-cost solution	- Speed humps force emergency vehicles to slow down

Pavement Material

(Pavement Markings)

Potential Speed Reduction
-1 to -2 MPH

Basic



^ Figure 14 | Plan View Graphic, Pavement Material (NACTO)

Description

Pavement appearance can be uniquely altered through treatments that add visual interest, such as colored or pattern-stamped asphalt, concrete, or brickwork. Pavement material is typically used to alert drivers, particularly at strategic crossings or intersections. Aside from the visual appearance, certain pavement textures may also physically vibrate vehicles, causing drivers to feel and hear the difference in driving surface which can slow travel speed and increase awareness on the roadway.

Cost & Maintenance

\$\$\$

TTT

Depends upon the quantity and type of paving material or if paired with a raised intersection.

Examples



Raised, stamped, and stained intersection near Freedom Elementary in West Fargo, ND



Intersection pavement material in downtown Fargo, ND

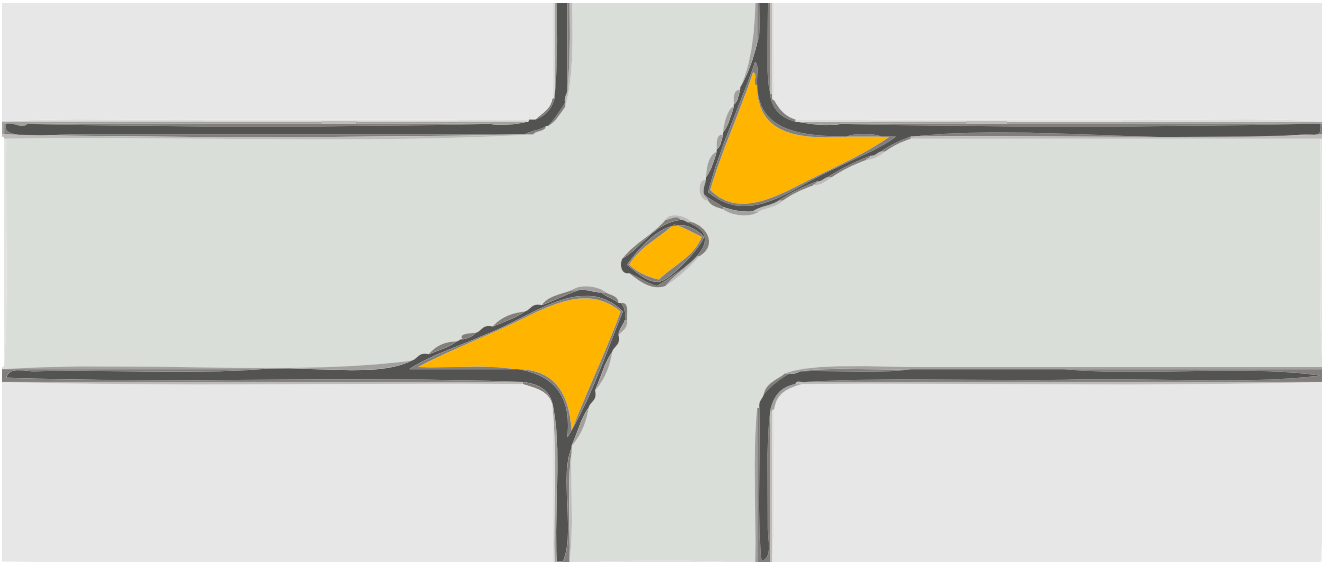
Pros	Cons
+ Can be low-cost depending on material used	- Minimal speed reduction
+ No impact on drainage or access	- Pavement may require more long-term maintenance especially if brickwork is used

Diverter

(Closure, Partial Closure, Diagonal Diverter, Median Barrier, Forced Turn Island, Forced Turn Island, Bicycle Boulevard, Semi-Diverter)

Potential Speed Reduction
NA
Traffic is Diverted

Fair



^ Figure 15 | Plan View Graphic, Diverter (NACTO)

Description

Diverter and other traffic volume management strategies restrict movement along a roadway while maintaining access for bicyclists and pedestrians. Diverter move traffic to other parallel streets. West Fargo has not utilized diverter in the past and given the non-traditional development patterns of the project study area, the only feasible locations for application are in older West Fargo neighborhoods, where a traditional development pattern with gridded street network exists.

Cost & Maintenance

\$\$\$

TTT

Costs increase with more complex designs and full closures.

Examples



Diverter in residential area of Minneapolis, MN

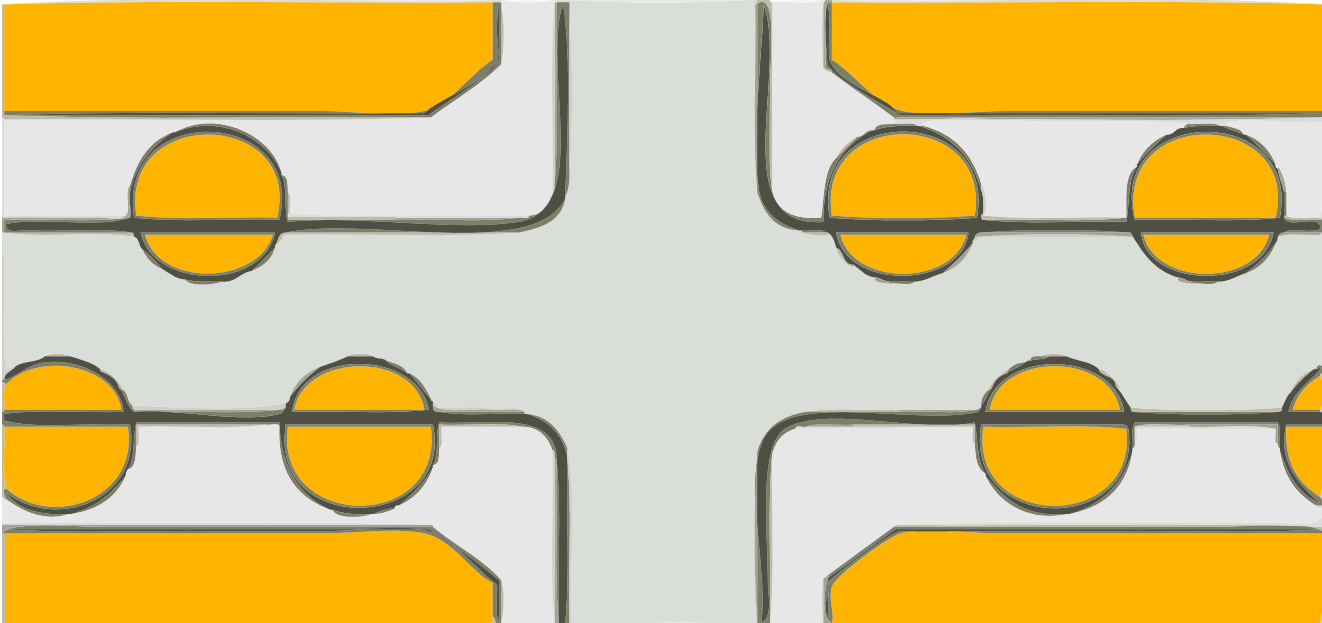


Bicycle boulevard diverts vehicular traffic in Rochester, NY

Pros	Cons
+ Reduces traffic volumes and speeds along the corridor	- May increase traffic on nearby streets
+ Improves pedestrian and bicycle safety	- May impact ease of access to properties

Landscaping

(Building Lines, Street Trees)



^ Figure 16 | Plan View Graphic, Landscaping (NACTO)

Examples



Very mature street trees providing canopy coverage of 4th St N in Fargo, ND



Large street trees maturing in the Charleswood neighborhood of West Fargo, ND

Potential Speed Reduction
NA
Depends on Context

Basic

Description

A denser built environment with street trees or no significant building setbacks can narrow a driver’s visual field. This can help keep drivers more alert and aware of neighborhood surroundings and can create a visual constriction of the roadway to influence driver behavior.

Cost & Maintenance



Depends upon landscaping size and quantity. Operations and maintenance efforts may increase in some areas and decrease in others.

Pros	Cons
+ Does not alter roadway use of space or access	- May not be as effective unless tree coverage is significant or building setbacks are reduced to zero
+ Increases roadway aesthetics and livability	- May take decades for boulevard trees to fully mature

Local Traffic Calming Examples

The study team, with help from the SRC, identified numerous local examples of existing traffic calming infrastructure that has been implemented in West Fargo and Fargo. Although the effectiveness of local traffic calming infrastructure was not studied through this report, there is precedent that traffic calming infrastructure can be implemented successfully and maintained through the oftentimes harsh climate and weather events experienced in this region.

Median Island



13th Ave W in West Fargo, ND



18th Ave W in Fargo, ND

Curb Extensions



30th Ave E in West Fargo, ND



1st St E near South Elementary School in West Fargo, ND

Mini Roundabout



19th Ave W in West Fargo, ND

Speed Hump



19th Ave W in West Fargo, ND



Golf Course Road in Fargo, ND

Pavement Material



Freedom Elementary in West Fargo, ND



Downtown Fargo, ND

Landscaping



4th St N in Fargo, ND



Charleswood neighborhood of West Fargo, ND

Evaluation Matrix - Traffic Calming Measures

Traffic Calming Measure	Estimated Cost	Maintenance	Potential Speed Reduction	Public Support Score	Technical Support Score ¹	Access Friendly	Parking Friendly	Neighborhood Enhancement ²
Lane Narrowing	\$\$\$	TTT	-1 to -2 MPH	2.32	4.00	✓	✓	✗
Curb Extension	\$\$\$	TTT	-3 to -4 MPH	2.20	4.17	✓	✗	✓
Pinchpoint	\$\$\$	TTT	-3 to -4 MPH	2.12	3.50	✗ ³	✗	✓
Chicane	\$\$\$	TTT	-6 to -9 MPH	1.96	2.67	✗ ³	✗	✓
Median Island	\$\$\$	TTT	-3 to -6 MPH	2.66	4.00	✗	✗	✓
Mini Roundabout	\$\$\$	TTT	-4 MPH	2.53	3.17	✓	✓	✓
Speed Hump	\$\$\$	TTT	-6 to -8 MPH	3.68	3.33	✗ ³	✗ ³	✗
Pavement Material	\$\$\$	TTT	-1 to -2 MPH	2.55	3.50	✓	✓	✓
Diverter	\$\$\$	TTT	NA	2.05	2.33	✗	✓	✓
Landscaping	\$\$\$	TTT	NA	2.94	4.67	✓	✓	✓

The alternative evaluation matrix may be used by the City of West Fargo during future traffic calming project development to weigh different options side-by-side based upon the existing conditions and various factors of the street being evaluated.

³Pinchpoints, chicanes, and speed humps may be harder to fit in certain areas with access driveways on both sides of the street. Speed humps also may not impact on-street parking depending on the design.

¹Similar to the public support score, the technical support score is derived from SRC-specific survey responses regarding support of the traffic calming options.

²Neighborhood enhancement options are those which may enhance the character of West Fargo by adding greenspace or other elements of detailed aesthetic. These measures may also be considered a neighborhood enhancement project that may be programmed outside of a traffic calming specific project.

5 | Traffic Calming Recommendations

Step 1 | Traffic Calming Policy Highest Priority

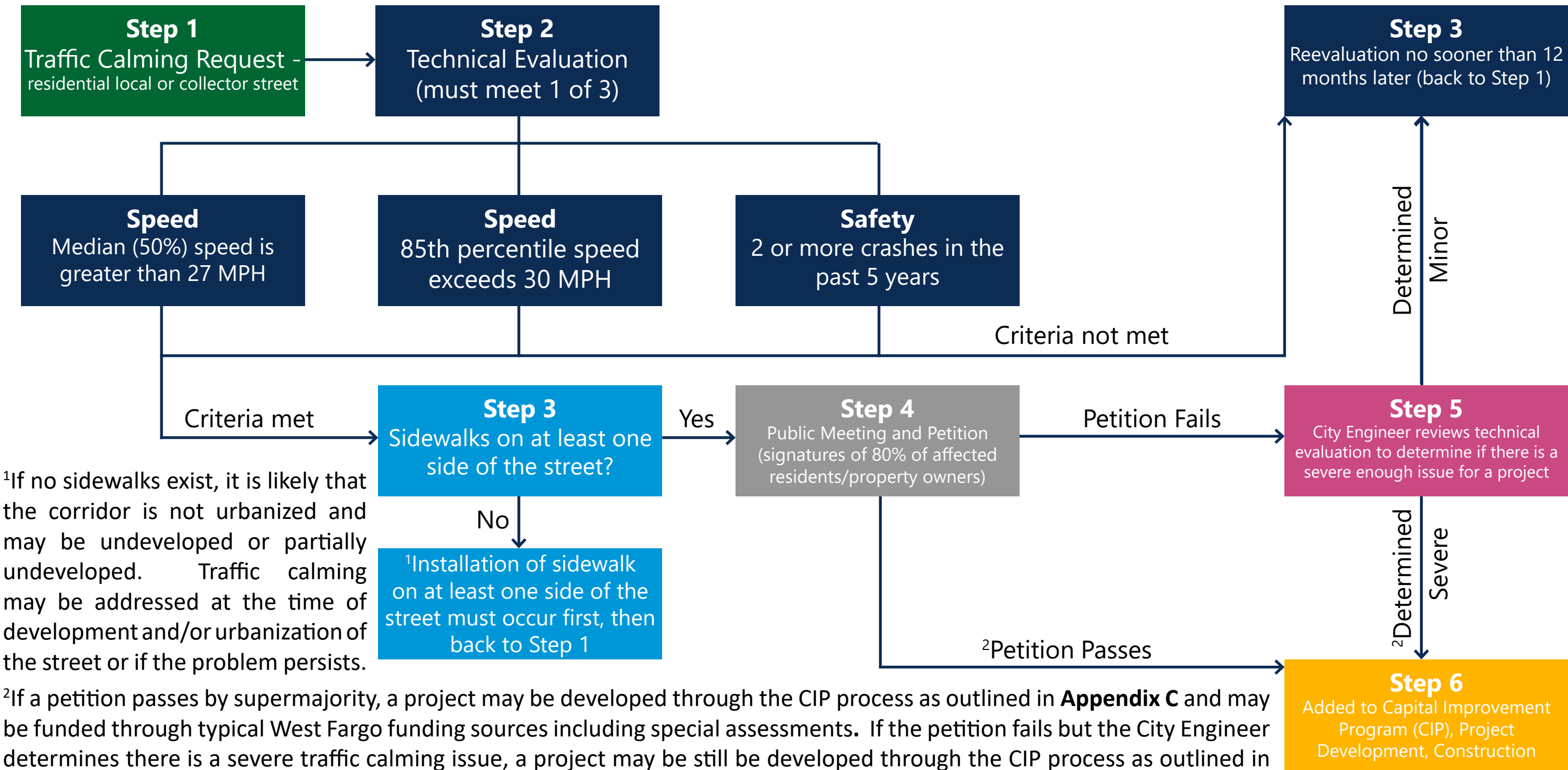
Chapter 5 provides community-wide prioritized recommendations for the City of West Fargo to address traffic calming concerns. The recommendations are based upon analysis of the root issues identified at the six (6) priority locations defined in Chapter 2 of this report. The recommendations found in this Chapter (Chapter 5) should be considered the priority recommendations to address traffic calming issues across the City of West Fargo.

This Study lays out a preliminary traffic calming policy flow-chart that establishes objective technical criteria that would warrant a traffic calming project. Traffic calming projects should only be considered on roadways with a federal functional classification of local or collector.

The City of West Fargo should *develop* and *adopt* a Traffic Calming Policy based upon objective technical criteria. The policy should only be a few pages long and clearly describe the process and technical evaluation criteria that all traffic calming project requests will go through in West Fargo.

Draft Traffic Calming Policy Flowchart

One of the highest priority recommendations of the West Fargo Traffic Calming Study is for the City Commission to establish and approve a traffic calming warrant policy. The warrant policy will be used by Engineering Department staff to evaluate whether requests for traffic calming are warranted based upon technical criteria. The traffic calming policy will provide transparent and clear guidance to the public, and help ensure objectivity when programming traffic calming projects. The City Engineer will conduct the review of all traffic calming requests. The flowchart below, details the request



¹If no sidewalks exist, it is likely that the corridor is not urbanized and may be undeveloped or partially undeveloped. Traffic calming may be addressed at the time of development and/or urbanization of the street or if the problem persists.

²If a petition passes by supermajority, a project may be developed through the CIP process as outlined in **Appendix C** and may be funded through typical West Fargo funding sources including special assessments. If the petition fails but the City Engineer determines there is a severe traffic calming issue, a project may be still be developed through the CIP process as outlined in **Appendix C** however, special assessments may not be used to fund the project and alternate sources will be pursued.

Step 2 | Priority Locations

The evaluation of the six (6) priority locations against the preliminary traffic calming policy indicates that the following locations meet the criteria to be eligible for a traffic calming project. See **Appendix A** for site-specific evaluation and prioritization details. Locations below are listed in order of priority based upon technical evaluation and should be considered for project programming through the Traffic Calming Policy process:

1st | 16th St E, south of 13th Ave E

2nd | 15th Ave E, between 6th and 9th St E

3rd | Beaton Dr, between Sheyenne St and 9th St E

4th | 10th St W, south of 13th Ave W

5th | 7th St W, between 15th and 19th Ave W

6th | 2nd St E, between 32nd and 40th Ave E

See **Appendix A** for site-specific existing conditions, traffic conditions, planning-level cost estimates, and preliminary technical evaluation matrix.

Step 3 | Alternate Locations

The City should collect existing conditions and traffic data at the four (4) alternative locations identified in this Study. These locations should be next on the list for formal traffic calming policy evaluation based upon complaints received by City departments over the last several years.

Step 4 | Development Code

This Study also identifies areas within the City's development code that should be revised to proactively address root traffic calming issues caused by development across the City including the following:

Boulevard Trees | Chapter 4, Title IV, Section 4-449-A

West Fargo should consider strengthening the boulevard tree standard to require minimum spacing of boulevard trees by classification of the roadway and timing of boulevard tree planting after development. Clarification for the responsibility of boulevard tree planting on double-fronting lots should also be considered.

Based on the existing conditions analysis of priority corridors, consistency of boulevard tree planting could also be improved in West Fargo. One way to accomplish this would be to make the planting boulevard trees the sole responsibility of the City, funded through an adjustment to forestry department fees. An alternative could be more strict enforcement of landscaping standards to ensure consistent planting and establishment of boulevard trees.

Driveway Spacing | Title II, Chapter 2, Section 2-0119

The City should consider increased driveway spacing in certain contexts where on-street parking may also be present. Factors to consider when determining proper driveway spacing should include land use such as whether or not twin homes or town homes abut the street and if parking will be allowed on both sides. Existing conditions analysis of priority corridors indicates that on-street parking is underutilized under certain conditions, effectively creating wider travel-lanes that contribute to higher vehicular speeds. Driveway spacing can negatively impact on-street parking utilization and boulevard tree spacing.

On-Street Parking | Title IV, Chapter 4, Section 4-434.4

West Fargo should consider establishing more robust on-street parking

regulations on local and collector roadways. Encouraging on-street parking in applicable areas where utilization may be high, can visually narrow the roadway, making higher vehicular speeds less comfortable for drivers and provides a buffer between traveling vehicles on the street and pedestrians along the sidewalk.

Road/Lane Width | Title IV, Chapter 4, Section 4-0406.3

West Fargo may consider revising ordinance language in regards to local and collector street widths to have a maximum width or not to exceed width (rather than a minimum width) based upon the number of travel- and on-street parking lanes. An 11-foot maximum travel lane and 8-foot maximum parking lane is encouraged however, different standards could be modified within reason based upon land use. Narrowing roadway pavement is one of the most effective ways to proactively discourage speeding, enhance safety, and is much more financially sustainable in the long-term task of roadway operations and maintenance.

Road Network Circuity | Title IV, Chapter 4, Section 4-04

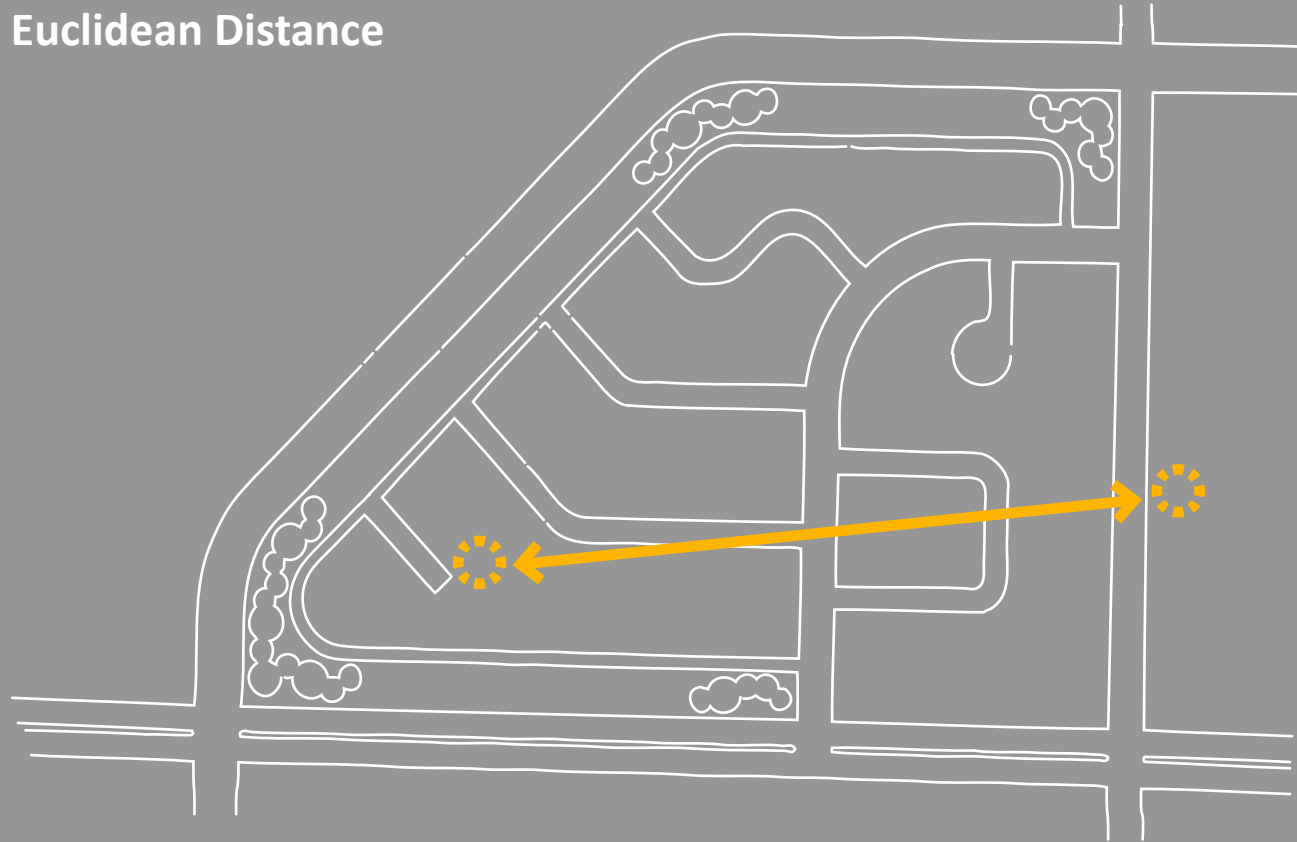
The City should add language regarding roadway network circuity or network efficiency to the Subdivision Regulations. Even as a simple concept, encouraging network efficiency will help improve traffic operations and safety on City of West Fargo streets, proactively calming traffic by increasing directness of vehicular travel.

See below regarding how Road Network Circuity can be calculated. The figure on the following page shows the basic concept of network circuity and how connectivity increases directness of vehicular travel.

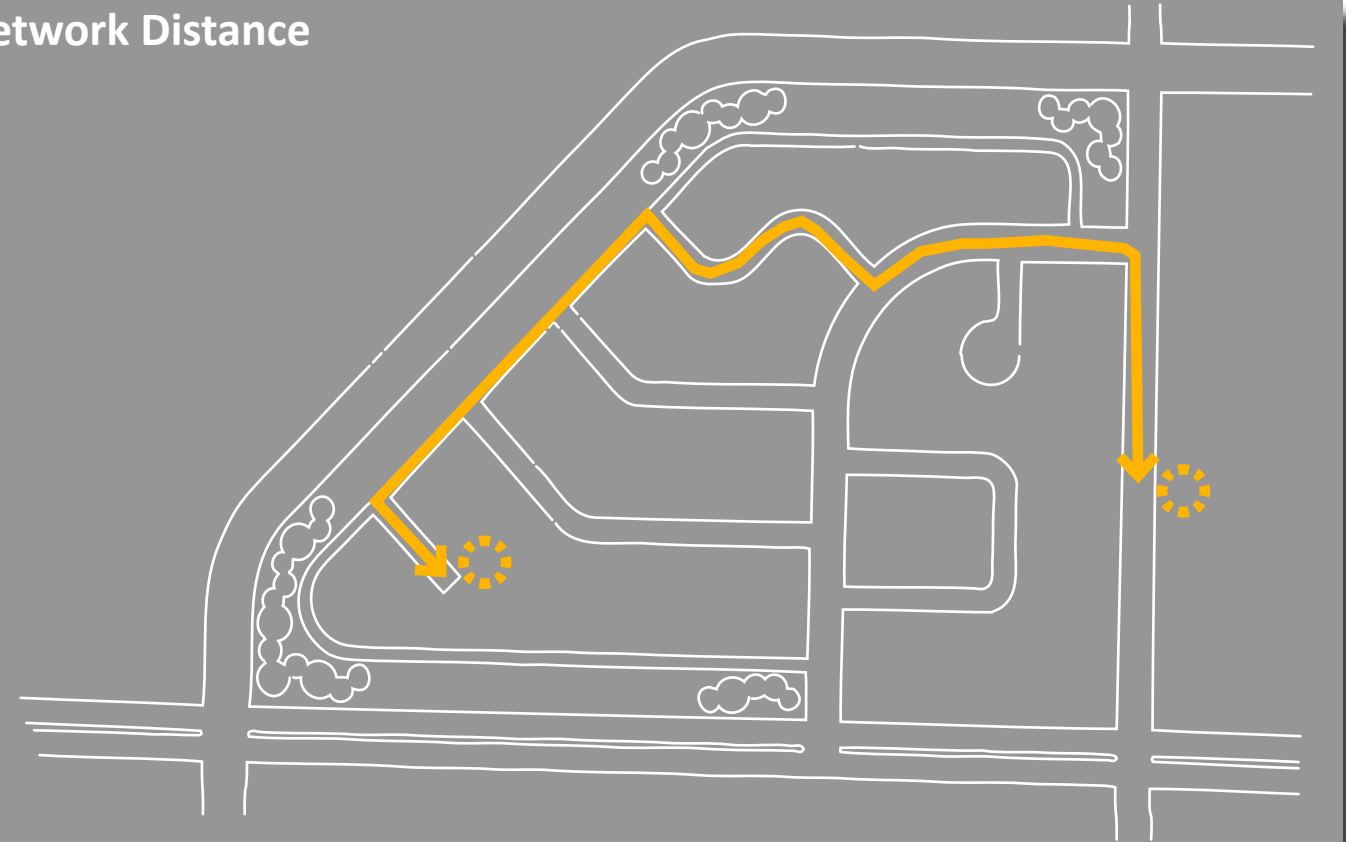
Road Network Circuity Ratio = $\frac{\text{Network Distance}}{\text{Euclidian Distance}}$

The lower the calculated ratio, the higher the connectivity and directness of travel.

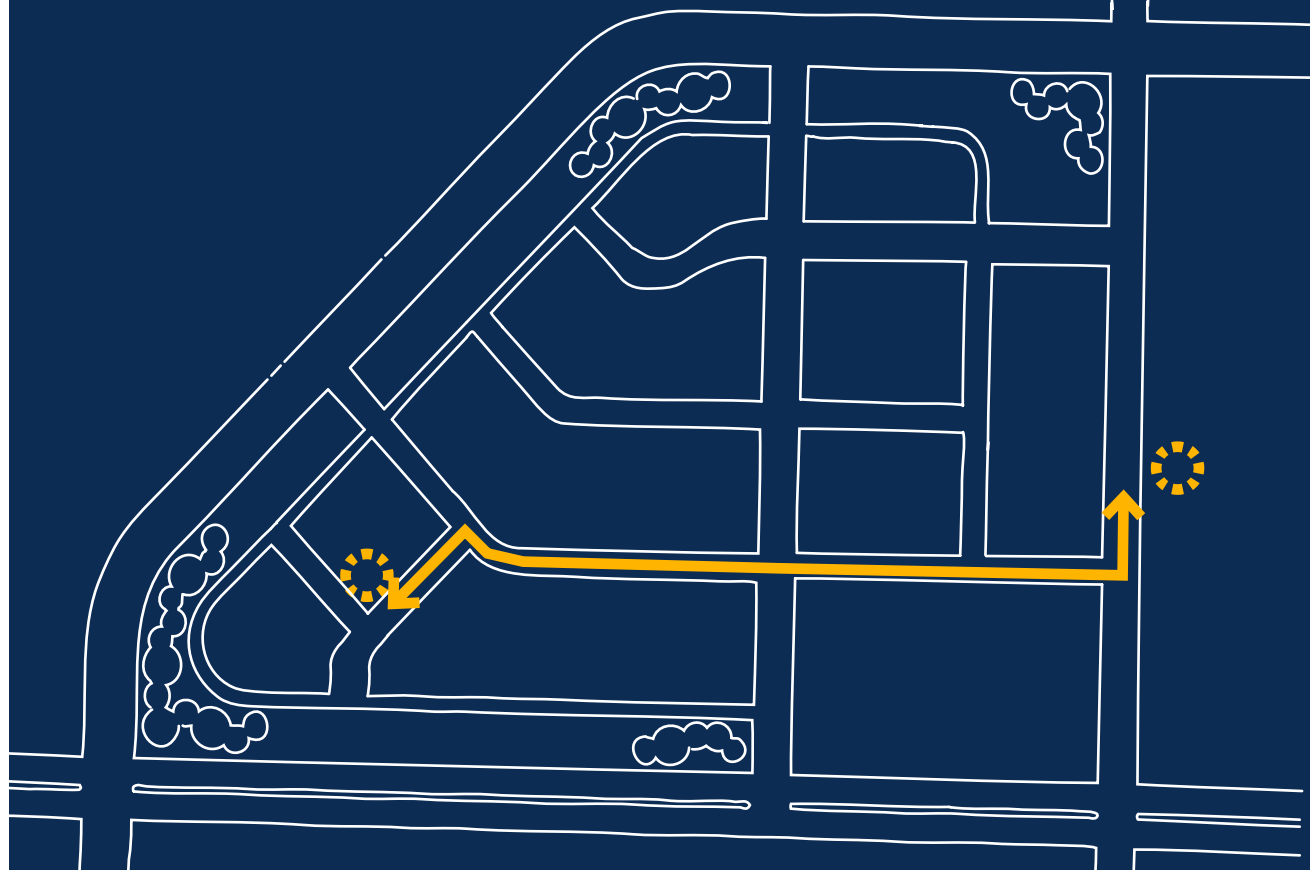
Euclidean Distance



Network Distance



Network Distance with higher connectivity (lower circuitry ratio)



< ^ Figure 17 | Road Network Circuitry Concept

Step 5 | Refinement

West Fargo should refine and update the Traffic Calming Policy and this Study to reflect what is working and what is not. For example, if every project evaluated through the Traffic Calming Policy meets the criteria, the City may want to adjust the technical evaluation criteria to weed out roadways with less of a traffic calming problem. This will help ensure that major traffic calming issues are being programmed and that budget is being prioritized for locations with the worst problems. The Traffic Calming Study itself may also need updating to reflect best practices, effectiveness, and/or public support for various traffic calming measures identified within.

Step 6 | Traffic Calming Program

The City should have in place a clear and transparent Traffic Calming Program that residents, City staff, and policy-makers can easily understand. The Traffic Calming Program is the City's Traffic Calming Policy in action and will ultimately help meet the goals and objectives of West Fargo's Comprehensive Plan, *West Fargo 2.0* and to uphold the City's reputation as a wonderful place to live.

6 | Traffic Calming Program Funding

Highway Safety Improvement Program (HSIP)

The traffic calming program should be funded by the typical funding sources West Fargo uses to pay for capital improvements. Funding sources may include:

Capital Sales Tax

Utility Fees

Outside Funds

- Local & State Agencies - Cost Shares
- State and Federal Grants

Special Assessments

General and/or other Bonds

Other City Funds

- Special use funds (TIF, Economic Development)

The North Dakota Department of Transportation (NDDOT) Highway Safety Improvement Program (HSIP) provides discretionary or competitive federal funding for projects to achieve significant reduction in traffic fatalities and serious injuries on all public roads through the implementation of infrastructure-related safety improvements which would include traffic calming measures. If there are high instances of crashes at a given location being evaluated through the Traffic Calming Policy, a traffic calming project or portions thereof, may be eligible for HSIP funds. HSIP program funds can provide up to 90% federal cost participation for eligible projects and should be pursued for applicable traffic calming projects in West Fargo to help offset the costs associated with implementing traffic calming.

7 | Resources



U.S. Department
of Transportation
**Federal Highway
Administration**



A Community of Transportation Professionals



National Association of
City Transportation Officials

In the West Fargo Traffic Calming Study, there are numerous references to national standards for traffic calming and roadway design engineering from the following sources:

-Federal Highway Administration (FHWA) Office of Safety. Traffic Calming ePrimer. Available: https://safety.fhwa.dot.gov/speedmgt/traffic_calm.cfm Accessed June 2021. Last Modified: February 15, 2017.

-Institute of Transportation Engineers (ITE). Traffic Calming Measures Guide. Available: <https://www.ite.org/technical-resources/traffic-calming/traffic-calming-measures/> Accessed June 2021. Last Modified:

-National Association of City Transportation Officials (NACTO). Urban Street Design Guide. <https://nacto.org/publication/urban-street-design-guide/design-controls/design-speed/speed-reduction-mechanisms/> Accessed June 2021. Last Modified: September, 2013.

-Federal Highway Administration (FHWA). Manual on Uniform Traffic Control Devices (MUTCD). Available: <https://mutcd.fhwa.dot.gov/> Accessed June 2021. Last Modified: June 21, 2021.

West Fargo Traffic Calming Program Contact

Dustin Scott, PE

City Engineer



Contact Form (link)



(701) 515-5000

Malachi D. Petersen

From: Joe S <joseph.scheidecker@gmail.com>
Sent: Monday, January 3, 2022 4:13 PM
To: Luke Champa
Subject: West Fargo Traffic Calming Study - Feedback

Hi Luke,

I'm writing to express my disappointment in the findings of the study as it relates to the 2nd St E priority area. I feel that as a parent and resident living at this location and seeing the traffic every single day, along with others living here, our concerns have been minimized and ignored. To be honest - I could care less what the speed tube measurements indicated during the short time they were present on our street. Let's be honest - you and I both know those things are unreliable at best. I feel the study commission ignored our multiple concerns raised via the study and at the in-person meetings, and is basing the findings solely on the results of these speed tube results.

We live here. We see it every day. There are far more than 2% of people driving through here going above 30 mph. It's concerning to me that the city appears to be more concerned with Beaton Drive, a street with minimal residential areas, than our location which is a family neighborhood with a high amount of young children present. On our one block alone, there are 13 children, 10 of whom are under the age of 10. They are outside playing and running among all our yards every single day when it is nice enough to do so. That's clearly more of a danger than a street bounded on one side by a fence and the interstate with no possibility of further residential development there.

I just don't get it. Our biggest fear is that it is going to take one of our kids to be hit by a car to get anyone to do anything about the speeding problem on our street.

Thank you for your time and I'm hopeful something will be addressed.

--

Joe

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Aaron Nelson AICP, Director of Planning & Zoning
2. PHONE NUMBER: 515-5370 DATE: January 12, 2022
3. AGENDA TITLE:
Planned Unit Development (PUD) Amendment for Daycare Expansion at 2360 7th
Avenue East.
4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
Planned Unit Development (PUD) Amendment to permit conversion of a
townhome unit from residential use to daycare use to allow for expansion of a
daycare facility
5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
Located at 2360 7th Avenue East (Lot 3, Block 1 of Meadow Ridge 15th Addition),
City of West Fargo, North Dakota.
5. ACTION BEING REQUESTED FROM CITY COMMISSION:
Approval – January 11, 2022, meeting, the Planning and Zoning Commission
recommended approval of the PUD Amendment subject to conditions listed in the
staff report.

STAFF REPORT

A22-1 PLANNED UNIT DEVELOPMENT AMENDMENT	
2360 7 th Avenue East (Lot 3, Block 1 of Meadow Ridge 15 th Addition), City of West Fargo, North Dakota	
Applicant: Nathaniel Douglas, Executive Director Owner: The Perry Center, Inc.	Staff Contact: Lisa Sankey
Planning & Zoning Commission Public Hearing:	01-11-2022 – Approval
City Commission:	01-17-2022

PURPOSE:

Allow conversion of a townhome unit from residential use to daycare use to allow for expansion of a daycare facility within an approved Planned Unit Development.

STATEMENTS OF FACT:

Land Use Classification:	G-2: Sub-Urban – Growth Sector
Existing Land Use:	Residential Condominium
Current Zoning District(s):	PUD: Planned Unit Development
Zoning Overlay District(s):	CO-R: Redevelopment Corridor Overlay District
Total area size:	16,517 Square Feet
Adjacent Zoning Districts:	North – PUD: Planned Unit Development (Commercial) South – City of Fargo Jurisdiction (Commercial) East – City of Fargo Jurisdiction (Residential) West – R-2: Limited Dwellings
Adjacent street(s):	7 th Ave E (Collector); 45 th Street (Arterial)
Adjacent Bike/Pedestrian Facilities:	Existing Sidewalk on 7 th Avenue East; Multiuse Path along 45 th Street
Available Parks/Trail Facilities:	Meadow Ridge Park within ¼ of a mile via sidewalk
Park Dedication Requirements:	Provided with previous subdivision

DISCUSSION AND OBSERVATIONS:

- Applicant proposes expanding an existing daycare program by converting an adjacent condominium unit from a residential use to a daycare use within a Planned Unit Development.
- The property was platted and zoned in 1995 for a 4-unit condominium. A Planned Unit Development (PUD) was approved for a property to the north in April 2005 for a group home and credit services office. A minor PUD Modification was approved in March 2013 for Unit #3 to allow for a group child care facility.
- In 2014 an amendment to the PUD was approved to allow a change in the development allowing for conversion of one of the residential units to office space for the Perry Center and expansion of the daycare facility to allow for additional children and a helper. The office use in recent years has since been converted back to a residential use.
- The applicant is the administrator for the Perry Center to the north, which also owns most of the condominium units.
- The specific proposal for each unit is as follows:
 - o Unit #1 currently owned by the Perry Center. The unit is residential for people who graduate

STAFF REPORT

- from the maternity home program.
- o Unit #2 currently owned privately and they have given verbal agreement to the Perry Center that they would have the first opportunity to purchase when they agree to sell. The daycare expansion was presented to the owners, who have no concerns
 - o Unit #3 currently owned by The Perry Center and currently houses a licensed 18 child daycare for Tenderhearts Daycare for ages 0-6.
 - o Unit #4 currently owned by The Perry Center and is currently vacant with the plan for the Tenderhearts Daycare to expand to increase the current license to 30.
 - The applicant does not intend to expand the footprint of the property in any way; however, will relocate the fenced in playground to the east portion of the lot to allow for additional paved parking.
 - Applicant will need to provide adequate parking for each specific use which may require agreements be in place with the adjacent property. The daycare should have 1 space per 10 students for drop off and pick up and one space per employee.
 - The Building Administrator should review the application and proposed uses of the residential condo structure for building code compliance.
 - If the applicant were to convert Unit #2 in the future, another amendment would need to be submitted or possibly consider rezoning the property to C: Light Commercial.

NOTICES:

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

Comments Received:

- | |
|--|
| <ul style="list-style-type: none"> • A phone call was received in support of the project. |
|--|

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

- Maintaining compatibility with surrounding uses will provide consistency with City Plans and Ordinances.

RECOMMENDATIONS:

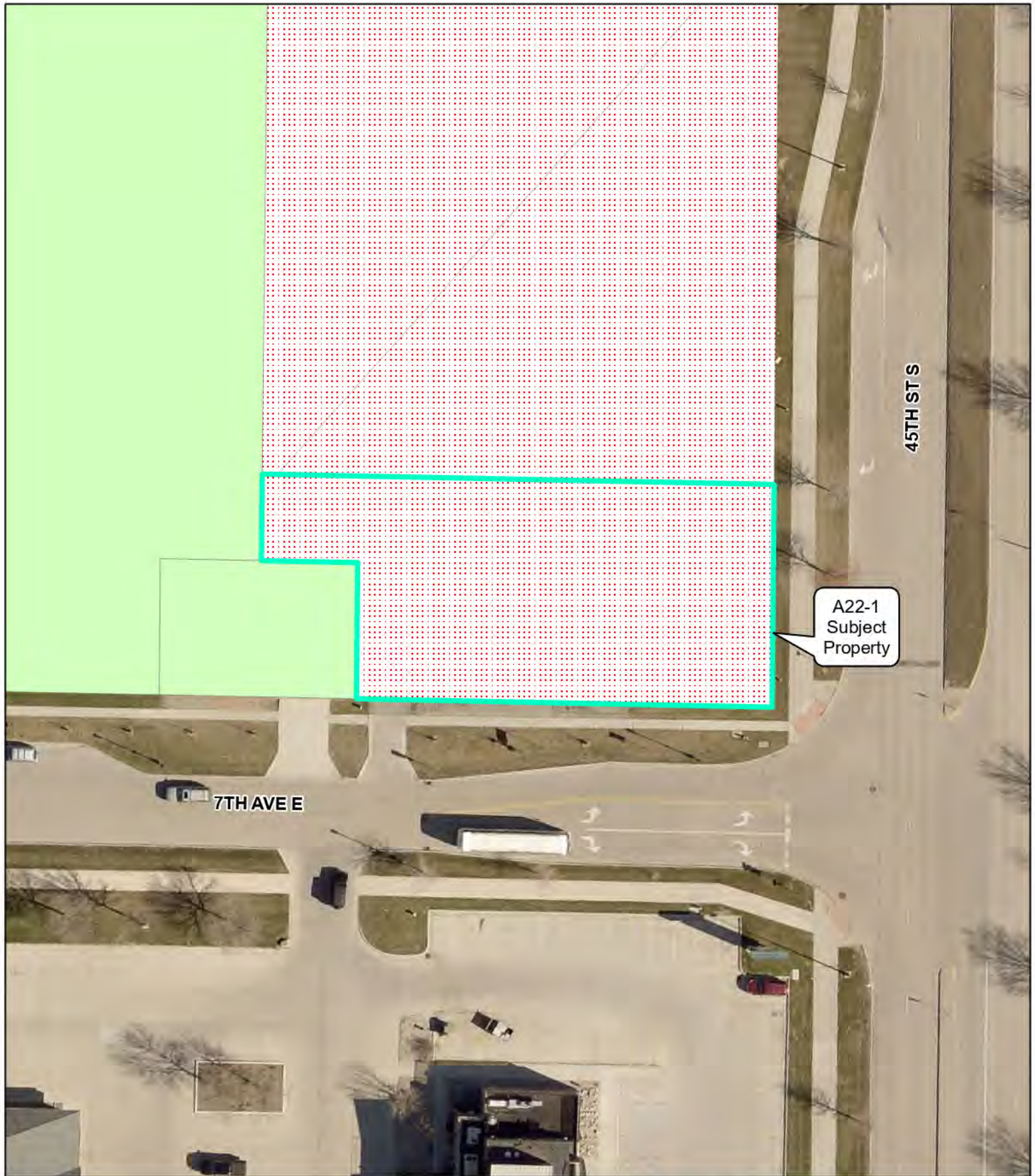
It is recommended that the City approve the proposed application on the basis that it is consistent with City plans and ordinances with recommended conditions of approval as follows:

1. Development will be subject to, but not limited to 4-431-B Redevelopment Corridor Overlay District, 4-440 Supplementary District Regulations, 4-450 Off-Street Parking and Loading Requirements, and 4-460 Sign Regulations.

PLANNING AND ZONING RECOMMENDATION:

At their January 11, 2022 meeting the Planning and Zoning Commission recommended approval of the proposed Planned Unit Development Amendment, subject to the condition listed above, with an additional condition that a signed PUD Agreement is received if warranted by any additional conditions of approval by the City Commission.



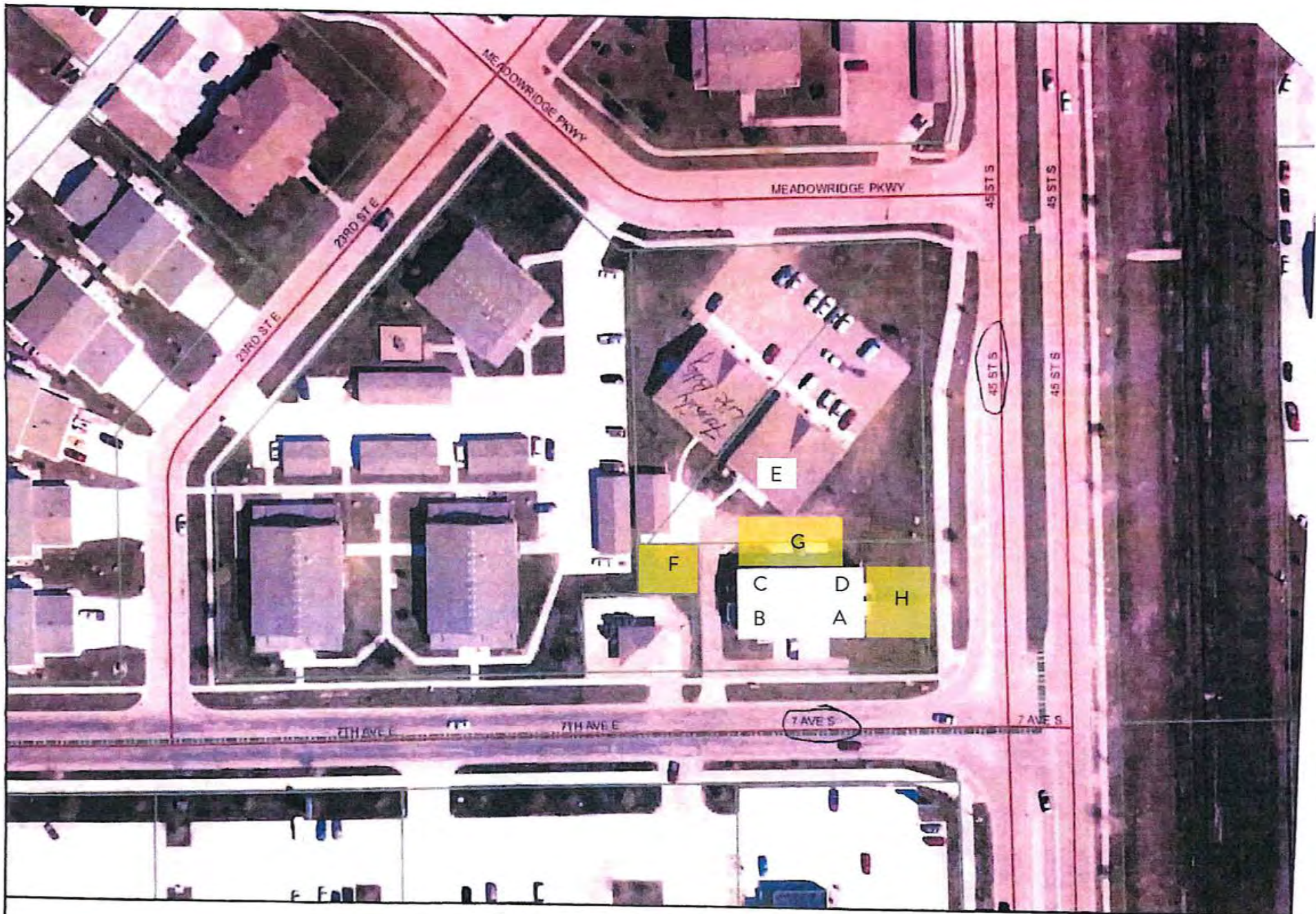


West Fargo Zoning

 A: Agricultural C: Light Commercial C-OP: Commercial Office Park DMU: Downtown Mixed Use EMU: Entertainment Mixed Use HC: Heavy Commercial	 LI: Light Industrial M: Heavy Industrial P: Public PUD: Planned Unit Development R-L1A: Large Lot Single Family Dwelling R-1A: Single Family Dwelling R-1: One and Two Family Dwelling	 R-1SM: Mixed One and Two Family Dwelling R-2: Limited Multiple Dwelling R-3: Multiple Dwelling R-4: Mobile Home R-5: Manufactured Home Subdivision R-1E: Rural Estate R-R: Rural Residential
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Page 91 of 163

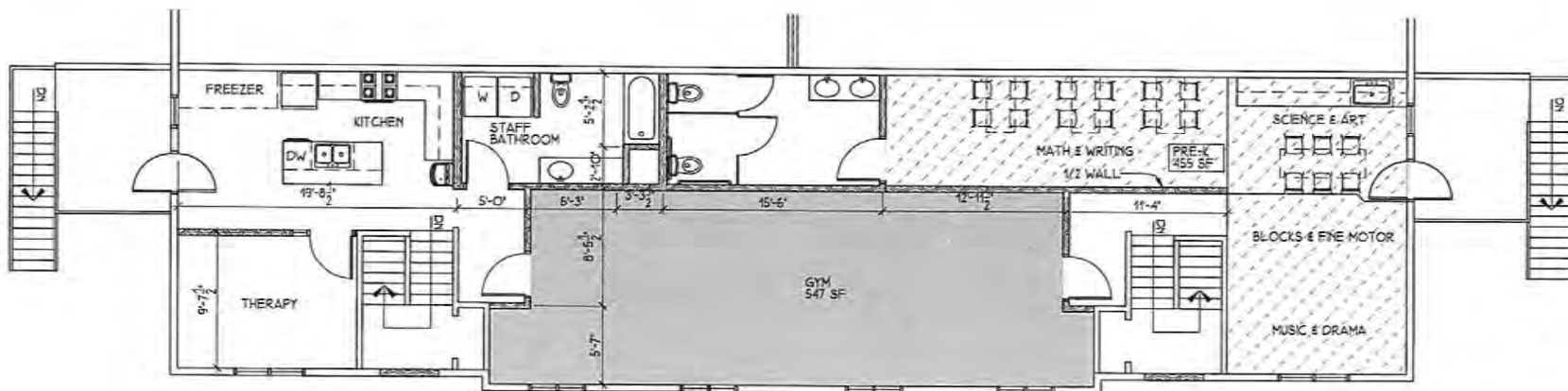
1. See attached aerial photo of the property.
 - a. Unit # 1 – Owned by The Perry Center, Inc. The unit is used for residential. Residents that graduate from the maternity home program has an option to transition into unit 1 if they are waiting on apartment approval or need assistance with more independence.
 - b. Unit #2 – Owned by Rose Landsem. She and her son, Brian, have given verbal agreement that the Perry Center would have the first opportunity to purchase when Rose decides to sell. The Tender Hearts Daycare expansion was presented to Rose and Brian and was approved.
 - c. Unit #3 – Owned by The Perry Center, Inc. The unit is used for the Tender Hearts Daycare program (a program of The Perry Center). This program is licensed to serve 18 children between the ages of 0 to 6.
 - d. Unit #4 – Owned by The Perry Center, Inc. The unit is currently vacant with the plan that the Tender Hearts Daycare program will expand in January 2022. This expansion would increase the current license to 30 which would impact our residents and community in a positive way.
 - e. The Perry Center – The Perry Center is a maternity home that has served our region since 1986 and works with women between the ages of 12 to 30 that are experiencing an unexpected pregnancy. The Perry Center provides shelter, education, counseling, life-skills training, budgeting, childcare, and more. The Perry Center has been located at 2355 Meadow Ridge Pkwy in West Fargo since 2005 and is licensed by the state of North Dakota.
 - f. The Tender Hearts Daycare has a fenced-in playground that will be removed during the expansion and paved to offer ample parking for our families that utilize the daycare and employees.
 - g. Additional parking will be in front of Tender Hearts daycare.
 - h. A new fenced-in playground will be on the east side of the complex.
2. See attachment from Mutchler Bartram Architects. In addition to the expansion, the entire complex will be getting a facelift with new siding, deck, windows, doors, and basic landscaping. The building itself will not be expanded.
3. Drainage is established in the original building.
4. Upon approval.
 - a. The daycare will temporarily move to Unit #1 in January. This has been approved by the state licensing department and will be inspected by the local fire department prior to use.
 - b. Construction will begin in January on the external improvements with the interior demolition and construction following. The construction process will be handled by the general contractor, Neil Legatt of Neil Legatt LLC. The general contractor is licensed and insured.
 - c. The improvements and expansion are anticipated to be completed by the fall of 2022.
5. The Perry Center Inc. will comply with all provisions of the detailed development plan.
6. Read and understood.
7. Read and understood.
8. Read and understood.



2360 7th Ave E

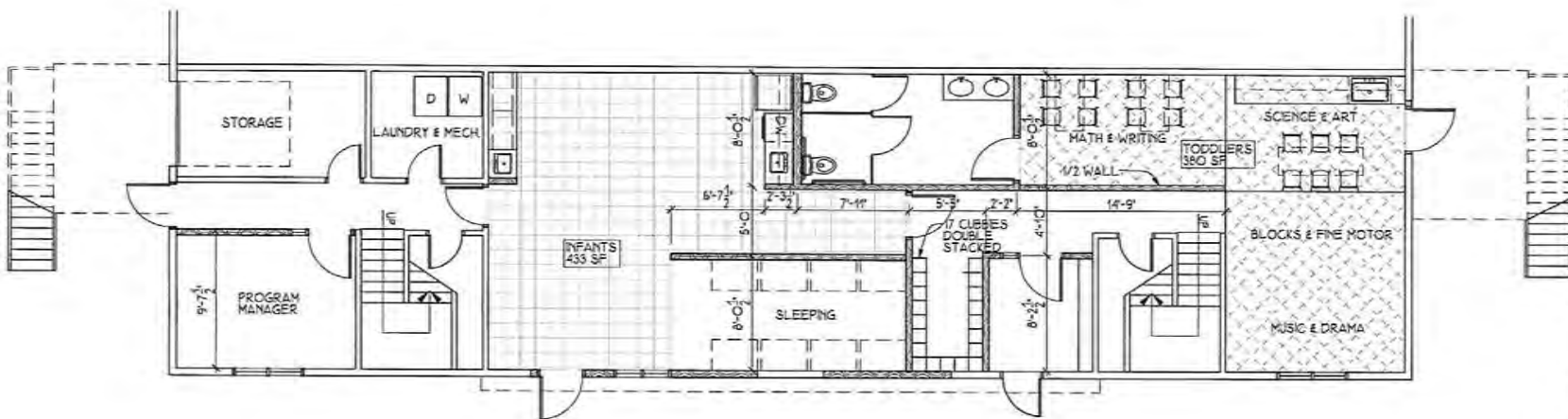
These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their





2 SECOND FLOOR
1/8" = 1'-0"

NORTH



1 FIRST FLOOR
1/8" = 1'-0"

NORTH



PERRY CENTER DAYCARE REMODEL

WEST FARGO, NORTH DAKOTA

M | B | A

MUTCHLER BARTRAM ARCHITECTS, P.C.
505 N. Broadway, Suite 201, Fargo, North Dakota, 58102
Phone: 701-235-6561 | info@mbaarch.com | Fax: 701-235-6616

FLOOR PLANS

See Section Project Number 2502

A3.1

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Malachi Petersen

2. PHONE NUMBER: 515-5377 DATE: January 7, 2022

3. AGENDA TITLE:

Budgetary Request for Utility Box Public Art Project.

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

The West Fargo Public Art Advisory Committee forwarded a request at their November 15, 2021 meeting for \$8,000 of Economic Development Sales Tax funds to go towards a project which would wrap traffic light control boxes and street light boxes with vinyl art similar to a program done by the City of Fargo. The Economic Development Advisory Committee Recommended that the City Commission approve the expenditure at their December 9, 2021 meeting .

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

N/A

6. ACTION BEING REQUESTED FROM CITY COMMISSION:

Approve the expenditure of \$8,000 from the Economic Development Sales Tax Fund for the project.



To: West Fargo City Commission

From: Malachi Petersen, Planner

Date: Thursday, January 6, 2022

Subject: Budgetary Request for Utility Box Public Art Project

Action: Approve expenditure of \$8,000 for project

Commission President

Bernie Dardis

Primary Portfolio:
Administration/Finance

Secondary Portfolio:
Street, Water and Sewer

Commission Vice President

Brad Olson

Primary Portfolio:
Street, Water and Sewer

Secondary Portfolio:
Sanitation

Commissioner

Eric Gjerdevig

Primary Portfolio:
Planning, Zoning and Engineering

Secondary Portfolio:
Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:
Police and Fire

Secondary Portfolio:
Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:
Sanitation

Secondary Portfolio:
Police and Fire

City Administrator

Tina Fisk

Assistant City Administrator

Tim Solberg

Summary & Recommendation:

In the spring of 2018 the Fargo Business Improvement District, Fargo Downtown Community Partnership, and The Arts Partnership teamed up with the City of Fargo to seek out local artists for artwork to be placed on city-owned utility boxes. Selected artists were compensated \$250 for licensing fees and for rights to use the image. The project was a success and seven artists were chosen to have their art featured throughout downtown Fargo. In the fall of 2020, the Arts Partnership created an online catalogue of local art and expanded the program so that it was metro-wide with any business or organization able to reserve art for blank spaces in the community.

Staff have identified four potential locations for similar projects in West Fargo. Three are located on Sheyenne Street in The Yards on Sheyenne district and one is located across the street from The Lights. Staff recommended the project to the Public Art Advisory Committee and the Committee recommended approval of the project at their November 15, 2021 meeting. The Economic Development Advisory Committee recommended approval of the expenditure of funds for the project at their December 9, 2021 meeting.

Policy Analysis:

West Fargo 2.0, the City's Comprehensive Plan, highlights public art in its "Big Ideas" section. Specifically, the Comprehensive Plan recommends creating a public art master plan in order to "make art more accessible to its residents and to provide visitors with another reason to explore and spend time in West Fargo." While this proposed project is not tied to a master plan for public art, it does accomplish the objectives described in the Comprehensive Plan by making key commercial areas of West Fargo more colorful while exposing residents to public art.

Financial Analysis:

The cost per installation is usually between \$1,500 - \$2,000 and is based on the art selected as well as the total space that needs to be covered. Assuming all four proposed locations are selected for projects, the total cost would be about \$8,000. Staff is currently approaching local businesses as well as the Yards Business Association to fundraise for the project. Staff also plans to apply for a grant via the ND Council for the Arts as well as a grant via The Fargo-Moorhead Convention & Visitors Bureau. The remainder of the costs could then be covered via economic sales tax funds from the City of West Fargo.

Timeline

Should this expenditure be approved, staff would like to have the projects installed by the first Cruise Night of the year which is planned for Thursday, June 16, 2022.

CITY OF WEST FARGO LIGHT CONTROL BOX WRAPPING PROJECT SPONSORSHIP PACKET



About

The City of West Fargo is excited to be partnering with The Arts Partnership, the Fargo Business Improvement District, and Office Sign Co. to bring public art to city-owned light control boxes. These light control boxes are located in four highly walkable and visible areas within West Fargo. Art will be selected from a catalogue of designs created by local artists in the metro area and curated by The Arts Partnership. The art will then be printed on adhesive wrapping by Office Sign Co. before being installed on the boxes by the Fargo Business Improvement District. The estimated life expectancy for this type of art wrapping is a period of 5-7 years with a total cost between \$1,500-\$2,000 for each installation. **The City is currently seeking funds from both the private and public sectors for these projects.**

Locations

The four proposed locations for these projects are:

- 4th Ave W (directly in front of the old Bell Bank building at The Yards on Sheyenne)
- 2nd Ave W (directly by Choice Bank at The Yards on Sheyenne)
- Main Ave W and Sheyenne St intersection (by Cenex and Sandy's Donuts)
- Sheyenne St and 32nd Ave Intersection (across the street from The Lights)

Art Selection Process

Gold-level sponsors will be able to select the art to be displayed on the box of their choice. Silver-level sponsors will be able to select three options for the box of their choice to be voted on in a public, online poll. If a box does not have a gold or silver-level sponsor, three options will be selected by the West Fargo Public Art Advisory Committee to be voted on in a public, online poll. All art will be selected from a curated catalogue found at <https://theartspartnership.net/virtual-catalog-of-art/>.

Sponsorship Opportunities and Benefits

Please **circle** which level you would like to sponsor and return this form with payment.

Gold Level Sponsorship \$2,000 (full cost of one box wrapping)

-  Your choice of art from catalogue to be installed on box of your choice
-  Company / organization name on box in “sponsored by” section
-  Company / organization logo, description, tagline, and link to company’s website on project page found on City of West Fargo’s website
-  Individual thank you post on City of West Fargo social media

Silver Level Sponsorship \$1,000

-  Your choice of three art options from catalogue to be voted on by public for installation (if there are two silver sponsors for a single box 6 options will be presented for the public online vote)
-  Company / organization name on box in “sponsored by” section
-  Company / organization logo, tagline, and link to company’s website on project page found on City of West Fargo’s website
-  Silver-level group thank you post on City of West Fargo social media

Bronze Level Sponsorship \$500

-  Company / organization name on box in “sponsored by” section
-  Company / organization logo and link to company’s website on project page found on City of West Fargo’s website
-  Bronze-level group thank you post on City of West Fargo social media

Please send this sponsorship commitment form with payment via check and required materials to: City of West Fargo, Attn: Malachi Petersen, 800 Fourth Ave E., West Fargo ND 58078 | Email: Malachi.Petersen@westfargond.gov | Phone: 701-515-5377

Business / Organization Name:

Contact Person:

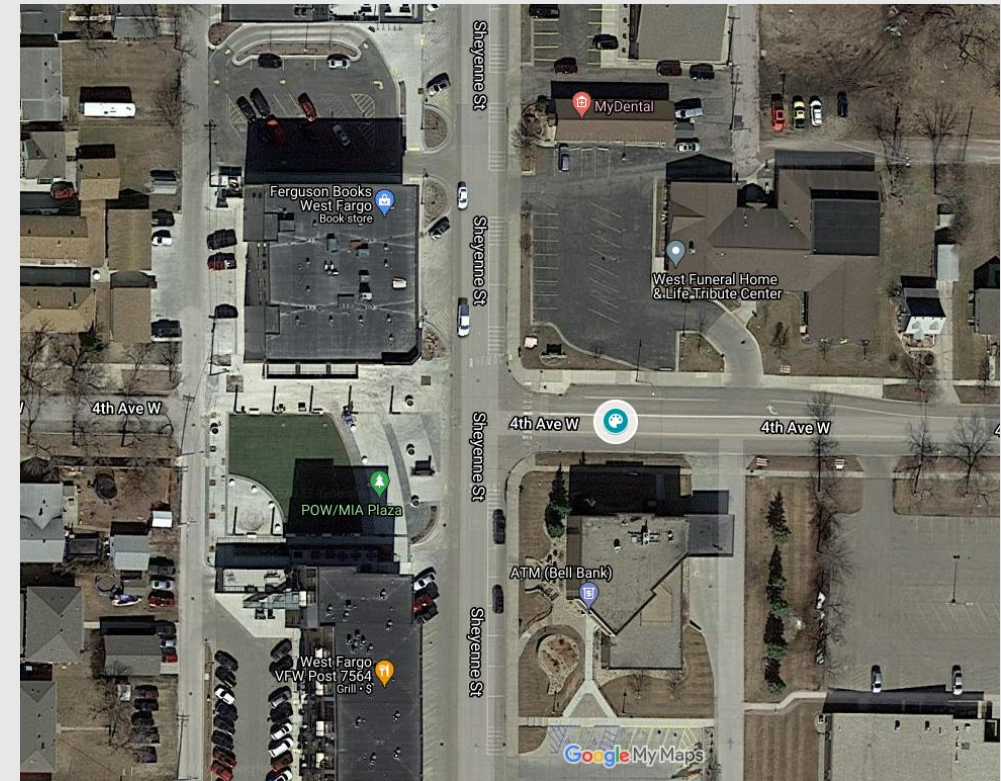
Phone #:

Street Address:

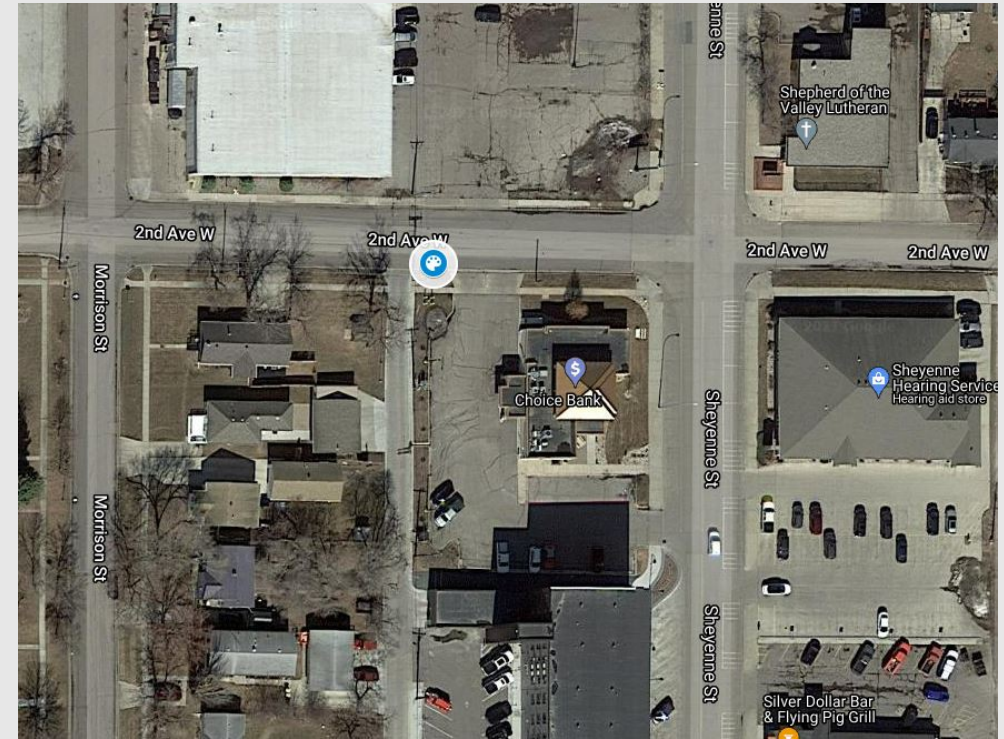
Email Address:

Required items (logo, tagline, etc.) will be requested via email.

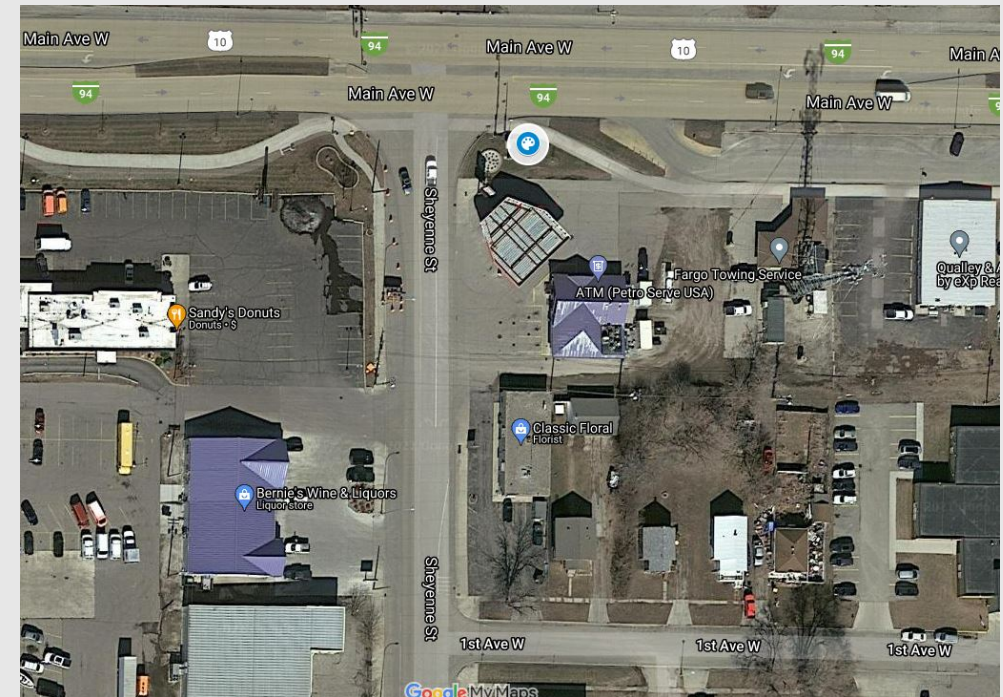
4th Ave W Street Light Box (Bell Bank)



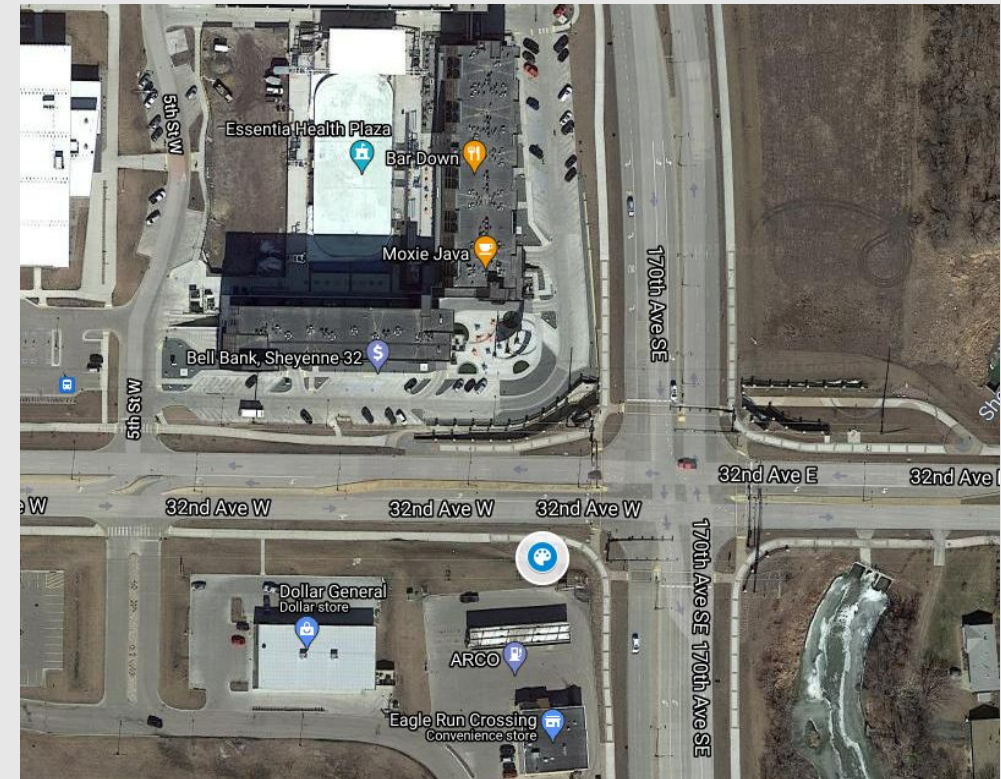
2nd Ave W (Choice Bank)



Main Ave W & Sheyenne St Intersection Traffic Light Control Box (Cenex / Sandy's Donuts)



Sheyenne St and 32nd Intersection Traffic Light Control Box (The Lights)





To: West Fargo City Commission
From: Tim Solberg, Assistant City Administrator
Aaron Nelson, Planning Director
Date: January 17, 2022
Subject: Metro Housing Needs and Market Analysis Study
Action: Approve the use of Economic Development Sales Tax to help fund metro-wide housing study

Commission President

Bernie Dardis

Primary Portfolio:
Administration/Finance

Secondary Portfolio:
Street, Water and Sewer

Commission Vice President

Brad Olson

Primary Portfolio:
Street, Water and Sewer

Secondary Portfolio:
Sanitation

Commissioner

Eric Gjerdevig

Primary Portfolio:
Planning, Zoning and Engineering

Secondary Portfolio:
Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:
Police and Fire

Secondary Portfolio:
Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:
Sanitation

Secondary Portfolio:
Police and Fire

Administration

Tina Fisk, Administrator

Tim Solberg, Assistant Administrator

Summary and Recommendation:

The Fargo-Moorhead Metropolitan Council of Governments (MetroCOG) is initiating a metro-wide Housing Needs and Market Analysis to be completed in 2022. The primary purpose of the study is to collect data and to analyze and document the short- and long-term housing needs of the region, especially over the next ten years. Staff is requesting that the City Commission approve the use of \$16,000 in Economic Development Sales Tax for the City of West Fargo's contribution to this metro-wide project.

Policy Analysis:

City staff sees a need for housing data and support this effort. The project will provide relevant insights in relation to many of the housing-related goals of the West Fargo 2.0 comprehensive plan, especially those related to *Strengthening Neighborhoods and Expanding Housing Choice*. City staff will serve on the project's study review committee (SRC) along with representatives from neighboring cities, FM Home Builders Association, and MetroCOG.

Financial Analysis:

City staff proposes to contribute \$16,000 in Economic Development Sales Tax monies to help fund the project. The remainder of the anticipated \$150,000 total project cost is to be funded by other metro jurisdictions.

Process/Timeline:

MetroCOG, acting in its capacity as the region's Metropolitan Council of Governments, will initiate and manage this project. The project is anticipated to be completed within six to twelve months from project kick-off. MetroCOG will facilitate the contracting of a qualified professional consultant to conduct this study in 2022 via competitive request for proposals (RFP) process. The RFP will be reviewed by the MetroCOG Policy Board at their regular January meeting. A draft of the RFP is attached for reference.

**FARGO-MOORHEAD
METROPOLITAN COUNCIL OF GOVERNMENTS**

REQUEST FOR PROPOSALS (RFP)

PROJECT NO. 2022-1004

DRAFT
Housing Needs and Market Analysis
for the Cass County, ND and Clay County, MN MSA

January 2022

APPROVED:

Cindy Gray
Metro COG, Executive Director

REQUEST FOR PROPOSALS (RFP)

The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) requests proposals from qualified consultants for the following project:

Housing Needs and Market Analysis for the Cass County, ND and Clay County, MN MSA

Qualifications based selection criteria will be used to analyze proposals from responding consultants. The most qualified candidates may be invited to present a virtually hosted interview. Upon completion of technical ranking and interviews, Metro COG will enter into negotiations with the top ranked firm. **Sealed cost proposals shall be submitted with the proposal.** The cost proposal of the top ranked firm will be opened during contract negotiations. Those firms not selected for direct negotiations will have their unopened cost proposals returned. Metro COG reserves the right to reject any or all submittals. This project will be funded, in part with federal transportation funds and has a not-to-exceed budget of **\$150,000.**

Interested firms can request a full copy of the RFP by telephoning 701.532.5100, or by e-mail: metrocog@fmmetrocog.org. The RFP will also be posted at www.fmmetrocog.org.

All proposals received by **4:30 pm (Central Time) on Monday, February 21, 2022** at Metro COG's office will be given equal consideration. Proposals received after 4:30 pm (Central Time) on February 21, 2022 will not be considered. Respondents must submit a PDF of the proposal, and **one (1) sealed hard copy of the cost proposal (see Exhibit A).**

The digital version (PDF) of the proposal may be emailed. The consultant must verify that the email was received with the PDF attachment prior to 4:30 pm on the due date. Sealed cost proposals shall be shipped to ensure timely delivery to the contact identified below:

Cindy Gray, Executive Director
Fargo-Moorhead Metropolitan Council of Governments
One 2nd Street North, Suite 232
Fargo, ND 58102
gray@fmmetrocog.org
701-532-5103

Fax versions will not be accepted as substitutes for the proposals or the sealed cost proposal. Once submitted, the proposals will become property of Metro COG.

Questions must be directed to Cindy Gray (phone number and email shown above).

Note: This document can be made available in alternative formats for persons with disabilities by contacting Savanna Leach, Office Manager at 701.532.5100 or leach@fmmetrocog.org.

TABLE OF CONTENTS

I.	Agency Overview	4
II.	Background Information	4
III.	Project Purpose	6
IV.	Scope of Work and Performance Tasks	6
V.	Implementation Schedule	13
VI.	Evaluation and Selection Process	13
VII.	Proposal Content	14
VIII.	Submittal Information	15
IX.	General RFP Requirement	16
X.	Contractual Information	17
XI.	Payments	18
XII.	Federal and State Funds	18
XIII.	Title VI Assurances	18
XIV.	Termination Provisions	20
XV.	Limitation on Consultant	20
XVI.	Conflict of Interest	20
XVII.	Insurance	21
XVIII.	Risk Management	21
	Exhibit A – Cost Proposal Form	
	Exhibit B – Federal Clauses	

Note: Throughout this RFP, Metro COG may be referred to as 'Client' and the consulting firm may be referred to as 'Consultant', 'Contractor', or 'Firm'.

I AGENCY OVERVIEW

The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) serves as the Council of Governments (COG) and Metropolitan Planning Organization (MPO) for the greater Fargo, North Dakota – Moorhead, Minnesota Metropolitan Area. Member jurisdictions include the North Dakota cities of Fargo, Horace and West Fargo and the Minnesota cities of Dilworth and Moorhead, as well as Cass County, ND and Clay County, MN.

II BACKGROUND INFORMATION

The Greater Fargo-Moorhead metropolitan statistical area (MSA) population has grown nearly 18 percent since 2010, from approximately 209,000 to over 246,000. The 2020 MSA population exceeded the 2020 projections that were made in 2010 by approximately 5,000. The 2035 population projection developed in the Fargo-Moorhead 2016 Demographic Forecast ranges from 309,000 to 317,000. The 2045 projection is 330,000 to 342,000. These projected growth levels, combined with the initiation of the FM Diversion, the recent groundbreaking on the Career Workforce Academy, and the continued growth of the metropolitan area as a medical, agricultural, educational, technical, cultural, and transportation hub of the region have resulted in concerns about the housing market and the extent to which the region is currently meeting the needs of its current and future workforce, as well as the needs of other sectors of the population, and the changes that may need to be implemented in the future to meet the housing needs of this growing metropolitan area.

In 2015, a study entitled the Regional Workforce Study – Greater Fargo/Moorhead Region was completed. One of the recommendations of the study was to “increase access to and the supply of affordable housing”. The study found that access to affordable housing for low-income workers is low in the region. Opportunities for first-time home buyers seem to have become even more limited in the years since the study was done, making workforce attraction and retention a concern.

Recently, the Greater Fargo Moorhead Economic Development Corporation (GFMEDC) and the Fargo Moorhead West Fargo Chamber of Commerce collaborated to hold a retreat of leaders throughout the metropolitan area. A dominant area of concern identified by this group was housing, as it relates to workforce retention, attraction, and sustainability. The EDC and the Chamber have collaborated with local businesses and governments to form Fueling our Future (<https://fuelingourfuture.net/>), which is described as “A consensus regional agenda, bringing together resources to focus on large-scale solutions that create lasting regional impact, led by business and community leaders.”.

City planning departments have been asked to respond to the housing situation as part of their work with developers and agencies on housing subdivisions and programs;

however, they are currently experiencing a severe lack of up-to-date data to inform and guide policy-makers, housing agencies, developers, and non-profits involved in housing. Concerns vary between jurisdictions, with some communities having higher than average rental rates, and others wanting more rental housing opportunities. City leaders struggle to balance concerns about small single-family residential lots with constant demands for more affordable owner-occupied housing opportunities. Past studies have looked at metropolitan area cities individually, and at different degrees of depth, providing an “apples to oranges” comparison of data throughout the region.

Older areas of the community, some of which have by default become the more affordable areas, are considered by many to be more desirable because of their character and mature trees, as compared to newer areas. Regardless, maintenance and condition are concerns in some cases, and in other cases, these houses have been purchased as investments and are being used as rental property, particularly in close proximity to area universities and colleges. In the past, City leaders have implemented programs to rehabilitate older homes to restore their status as single-family dwellings versus apartment units. Some programs to maintain older homes, reduce their use as multiple family dwellings, and ensure their sustainability are intact, while others have come to an end, and data is needed to determine where and how to target housing programs in older neighborhoods.

There are several anecdotal observations and experiences; such as:

- First-time home buyers are in competition with empty nesters for homes in the same price range
- Elderly people in the metro area have experienced rent increases in subsidized housing units, resulting in on-going affordability concerns.
- Housing options for service workers or attainable housing for families is scarce.
- A variety of housing choices for an array of price points is not available so households are choosing housing that is not preferred.
- There are not enough housing options for in-migration populations to allow the metro area to be a community of choice in comparison to peer cities, and not enough choices to satisfy prospective members of a workforce needed to support a well-rounded economy.
- Seniors or empty nesters do not have age-appropriate attractive housing choices at attainable price points to allow for downsizing.
- Demand (i.e. desire) for housing, particularly owner occupied, frequently does not match the vision or expectation of prospective home owners.

Both the public and leaders within the community wish to avoid meeting short-term needs in a manner that becomes undesirable, unsustainable, and blighted in the future.

Differences exist between Minnesota and North Dakota relative to the development of some types of housing, and study partners are interested in identifying differences that are barriers, and in continuing to work on removing barriers that are already known to them. The same is true for zoning regulations within the region. The City of Moorhead, for

example, has worked hard to find ways to compensate for differences in taxation between Minnesota and North Dakota, and wants to ensure these differences acknowledged and considered within the study. This will ensure that the study identifies opportunities and barriers for all study partners, and helps individual communities identify community-specific strategies.

III Project Purpose

The purpose of this study is to collect data and document the housing needs and demands of the region in conjunction with a market analysis for both the very near-term and out to the year 2032 (ten-year forecast). In addition to data analysis, the scope of the study includes providing case study examples that demonstrate how to successfully implement the type of housing that is needed and desired. Case study examples should be those that are not currently in use within the MSA, aimed at ways to meet identified needs. Local leaders, planning departments, and community development officials are concerned that steps taken to meet today's needs and demands contribute to the long-term sustainability and quality of our housing market, rather than becoming blighted and unsustainable at some point in the future.

The study area will include the Cass County, ND and Clay County, MN MSA, with primary focus on the cities of Dilworth, Fargo, Horace, Moorhead and West Fargo. In addition, consideration will be given to communities in the surrounding areas within Cass and Clay County, including Barnesville, Glyndon, Hawley, and Sabin, MN and Argusville, Casselton, Harwood, Kindred, and Mapleton, ND and several other smaller cities in both counties which are currently showing evidence of attracting new housing. Local leaders are interested in how the housing and demographic inputs impact the housing market as a whole, and to what extent policies and laws are affecting housing development.

If feasible, a housing data collection and metric system will also be created to track housing trends in our future.

IV SCOPE OF WORK AND PERFORMANCE TASKS

Below are tasks the Consultant is expected to complete as part of this project:

Task 1 – Project Management and Coordination

The Consultant will be required to manage the study and coordinate with any subconsultants, as well as be responsible for all documentation and equipment needs. The Consultant will identify a project manager from their team to act as the direct point of contact for Metro COG's project manager.

The Consultant should expect monthly (or, at times, bi-weekly) progress meetings with Metro COG to discuss the status of the project, seek any guidance, clarification, or information, and discuss any issues or concerns regarding the project. The Consultant should expect additional meetings with Metro COG on an as-needed basis. It's

anticipated that these meetings will usually be virtual web-based meetings.

Additionally, the Consultant should expect to prepare monthly progress reports, submit adequate documentation of any and all travel and expense receipts, and prepare and submit invoices on a monthly basis. When submitting progress reports, the Consultant and subconsultant(s), if applicable, will be required to outline the following:

- Performed work during the reporting period
- Upcoming tasks
- Upcoming milestones
- Status of scope and schedule
- Any issues to be aware of

All invoices, travel and expense receipts, and progress reports, are due to Metro COG's project manager no later than the 2nd Thursday of each month to ensure invoices are processed in a timely fashion.

Task 2 – Data Collection

Data necessary to conduct the analysis shall be collected and documented as part of the study. These data components will be used to establish existing conditions, and will be critical to the identification of issues and both short term and longer-term needs.

Consultants should identify the data necessary to a) conduct the needs analysis, and b) respond to the questions and concerns as described in Task 4, as part of their proposal.

Data collected should include information about the existing housing program and incentives within the metropolitan area, and their level of effectiveness.

If feasible, data collection should be able to be geo-coded and illustrated in maps to further illustrate where growth and change is occurring. Ideally, common census units should be used to understand factors graphically with maps.

At the conclusion of this study, data collections and assemblies should be shareable with the client for future use in GIS or other data management software as coordinated with the Client.

Task 3 – Public and Stakeholder Input

The Consultant will propose an approach to stakeholder engagement, which shall ultimately be placed in a public outreach and communication plan, to be reviewed and approved by the Study Review Committee (SRC). The consultant should propose how the team would handle both virtual and in-person meetings, and virtual opportunities should be available even after in-person meetings are deemed more acceptable from a public health standpoint.

SRC membership is expected to include representation from the Cities of Fargo, West Fargo, Horace, Moorhead, Dilworth, the Home Builders Association of Fargo-Moorhead, and Metro COG.

Focus groups related to the housing, development, mortgage/finance, and real estate industries should be recommended by the consultant team with input from local SRC members. The study participants are also interested in the experiences of recent home buyers and those currently searching for a home to buy.

The consultant should explain the extent to which input from the general public is also important to this project, and consultants need to present an approach to gathering input from the public. The consultant should include in their scope of work a plan to gather input and experiences from recent home buyers or prospective home buyers (currently searching) representing different price points within the metropolitan market.

The consultant should also include in their scope of work a plan to seek input and experiences from households on the lowest spectrum of the market, such as those who are fully dependent upon social security, or those for whom housing costs exceed thresholds considered ideal from an affordability perspective. Seniors living in subsidized housing, where rent increases have affected affordability, are also a group of interest.

Metro COG maintains an up-to-date list of local media outlets that can be used for press releases regarding public input opportunities. Public notices and social media boosts shall be paid for out of the project budget. If direct mailings are needed to large numbers of recipients, Metro COG will work with the consultant and local partners to determine the best approach to paying for printing and postage.

Website options for the project could consist of either a project website, or content provided for a housing study page within Metro COG's website. Proposals should explain your team's recommended approach.

Task 4 – Metro-Wide Analysis of Existing Conditions

Based on the data collected as part of Task 2 and the input collected as part of Task 3, the consultant shall conduct an analysis of the existing conditions and those of the recent past by analyzing the data with respect to the housing supply and demand of the metropolitan area.

In addition to documenting the housing needs of our metropolitan area, our study partners are interested in documenting how many housing units, by type and price point, are gained or lost due to the following on a yearly basis:

- New construction,
- Restored from damage (rehabilitated),
- Converted from nonresidential (i.e. existing building reconfigured to housing),

- Conversion of owner-occupied to rental or vice versa
- Conversion of single-family housing to multiple family, or vice versa
- Lost to demolition/disaster,
- Damaged or condemned,
- Existing residential building converted to nonresidential, and
- Other actions that have resulted in significant changes to the overall housing supply

Questions that need to be answered by the analysis include:

- Are there unmet housing needs in the metro area? If so, what are those needs and what are the characteristics of the population groups experiencing those needs?
- How much housing does our metro area need, both in the short term, and throughout the remainder of the decade, and what are the characteristics of the housing units that are needed? Based on population trends, how is that need likely to evolve?
- What is the demand for housing at various price points? What are the primary drivers of demand and how much is driven locally vs. from in-migration from other markets? Does this differ across housing type or price point?
- What housing types are needed to fulfill the gaps in our housing supply?
- With respect to all of the above, what geographic areas, product types or price segments have the greatest imbalance between supply and demand?
- Are there significant numbers of households that are "over housed", and is that due to a lack of other housing choices that meet their needs? What is the relationship between this and other segments of the population that is seeking housing alternatives?
- Are segments of the population with different demographics and different financial situations competing for the same types of homes (e.g. first-time home buyers and empty nesters who are scaling down)? If so, what are these groups, and how do their needs compare?
- What other data is needed for our metro jurisdictions to successfully apply for housing-related grant applications, and can that be provided with this study?
- How does the local housing market compare to peer markets? Are there relative strengths and/or weaknesses?

The study must also provide:

- An analysis of the balance between rental and owner-occupied housing stock, housing type, and related housing information by jurisdiction and, to the extent feasible, census geographies within the jurisdictions.
- Availability of housing stock for first time home buyers
 - Types and features of housing and neighborhoods desired by first time home buyers
- Availability of housing stock for empty nesters and seniors
 - Types and features of housing and neighborhoods desired by empty nesters and seniors
- Condition of existing housing stock within various price ranges
- Perceived or real issues that impact the desirability of existing housing stock at various price points
- Along with a summary of the housing programs and incentives that exist in the community, how effective are these programs at meeting the needs of different segments of the population?
- A summary of housing needs and issues identified in recently completed plans (e.g. Comprehensive Plans of the metro area cities and counties, and Fargo's Core Neighborhoods Plan)
- A summary of housing trends in the country that may arrive in the region or that policy makers should be aware of

In addition to the above, there are areas of concern that local study partners would like to pursue as part of the data collection and stakeholder engagement tasks. They are described below:

- Which community markets have the greatest shortfall in new housing development relative to demand, and the reasons for those disparities (e.g. market factors, regulatory constraints, neighborhood context, etc.)?
- Which inputs to housing construction – land, materials, labor or capital – contribute most to tight inventory and house and rent pricing in this metro area and/or in surrounding communities within our metropolitan planning area (Cass County ND communities of Kindred, Mapleton, Casselton, Harwood, and Argusville; Clay County, MN communities of Sabin, Glyndon, Barnesville and Hawley)?

The findings of Task 4 shall be provided in a document that uses graphics, maps, and text to explain the findings of the analysis. Infographics are preferred as a way to illustrate and summarize key findings, but more detailed data and written material is also important for users who need to delve into the details of the data used to complete the analysis.

Task 5 – Strategy for Meeting Short Term Needs

At this time, several developments and projects have been initiated that have the potential to change the housing demand in the metropolitan area. A few examples of the economic activity within the area include:

- **Amazon** – Amazon is developing a 1,000,000 square foot fulfillment center in Fargo and is in the process of filling 500 full-time jobs. Two large industrial subdivisions and another large warehouse distribution center have been proposed for development in the months during which Amazon's site has been under construction.
- **ND State College of Science Career Innovation Center** – NDSCS is in the process of building this career academy in Fargo. When completed, the academy is expected to create over 100 jobs and help fulfill jobs needed within the region.
- **FM Diversion** – construction on the FM Diversion has already begun, but the workforce needed to complete the project within the anticipated seven-year time frame is expected to require hundreds of employees (approximately 800 at any given time), resulting in spin-off effects to the economy both locally and regionally. [Home - Metro Flood Diversion Authority \(fmdiversion.gov\)](http://fmdiversion.gov)

These are just a small sampling of some of the significant projects that have the potential to change the demand for housing in the metropolitan area within the very short term. Leaders within the metro community need to gain an understanding of what this growth in employment will translate to in terms of housing needs. How do our communities address these needs, demands, and expectations and still meet the on-going needs of other elements of the workforce?

Task 6 – Strategy Beyond the Short Term

As part of this task, the metro area is interested in answering the following questions:

1. Looking beyond the next two to three years, approximately how many homes will be needed, and at what price points?
2. To meet the projected needs, what can individual jurisdictions within this metro area do to change their policies or regulations to better meet the needs of the workforce at all levels? This may include addressing housing options for households who are not currently in the workforce due to retirement or other reasons. What best practices are being used by other communities?

3. What scenarios need to take place for the metro area to successfully meet the needs of the community as a whole to ensure long term sustainability, rather than short term workforce needs?
4. Based on stakeholder and public input, what neighborhood and housing features should be emphasized in the housing supply?

Along with answering the questions posed above, the analysis should provide case studies where cities or other entities have successfully completed projects or created an environment that utilizes best practices that help fulfill the need and demand for workforce housing or other types of housing that indirectly help meet the needs for workforce housing. The case studies should also demonstrate how housing needs were met while also balancing competing community goals, such as good urban design. The case studies should describe the project, the needs that were met, and the strategy used in making the development or redevelopment possible.

Task 7 – Development of Draft and Final Report

Proposals should discuss the consultant team's approach to the development of the draft and final report. To a large degree, the SRC is most interested in receiving data in a format that can be broken down into a fine-grained level that will help them understand the housing situation in small areas within their community, with the understanding that the final report will consist of a document that is less granular, and presents information and recommendations in a format that can be understood and digested by the public and policy-makers.

Detailed data collection and analyses should be presented in appendices. Spreadsheets and other data products shall be provided throughout the process for review and use by SRC members.

Along with the draft and final report, the scope of work shall include Executive Summaries for each of the participating jurisdictions of Cass County, Clay County, and the Cities of Dilworth, Fargo, Horace, Moorhead and West Fargo. The Executive Summaries shall highlight the most significant characteristics of each jurisdiction and how they compare to the MSA as a whole.

Task 8 – Adoption Process

After presenting the findings of the analysis and the final draft of the study to the SRC, the consultant is expected to assist Metro COG staff and local planning staff by providing presentation materials and tools that can be used to inform local Planning Commissions and other boards and committees about the findings of the study. In addition, consultants are requested to include the following in their scope of work:

- a. Presentation to the Study Review Committee and Metro COG Policy Board.
- b. Presentation at a minimum of one local event, such as Eggs and Issues (sponsored

by the Fargo Moorhead West Fargo Chamber of Commerce) or an event of the Home Builders Association of Fargo Moorhead.

- c. Joint presentations to local Planning Commissions and elected officials regarding study findings as needed (minimum 4).

V IMPLEMENTATION SCHEDULE

1) Consultant Selection

Advertise for Consultant Proposals	1/21/2022
Due Date for Proposal Submittals (by 4:30pm)	2/21/2022
Review Proposals/Identify Finalists	2/22/2022 – 2/28/2022
Interview Finalists	between 3/7/2022 and 3/11/2022
Consultant Notice	3/14/2022
Contract Negotiations	3/18/2022
Signed Contract	Immediately after contract negotiations
Notice to Proceed	Immediately after signed contract

2) Project Development

Project completion is desired within six months to one year after entering into contract. Proposals must include a schedule which shows completion timeframes for project milestones and for the final product.

VI EVALUATION AND SELECTION PROCESS

Selection Committee. The Client will establish a selection committee to select a Consultant. The committee will likely consist of Metro COG staff as well as staff from local jurisdictions.

The Consultant selection process will be administered under the following criteria:

- 20% - Understanding of project objectives
- 20% - Proposed approach, work plan, and management techniques
- 20% - Experience with similar projects and familiarity with the regional issues
- 20% - Expertise of the technical and professional staff assigned to the project
- 20% - Current workload and ability to meet timeline

The Selection Committee, at the discretion of the Client and under the guidance of NDDOT policy, will entertain virtual presentations for the top candidates to provide additional information for the evaluation process. The presentations will be followed by a

question and answer period during which the committee may question the prospective Consultants about their proposed approaches.

A Consultant will be selected based on an evaluation of the proposals submitted, the recommendation of the Selection Committee and approval by the Metro COG Policy Board.

The Client reserves the right to reject any or all proposals or to waive minor irregularities in said proposal, and reserves the right to negotiate minor deviations to the proposal with the successful Consultant. The Client reserves the right to award a contract to the firm or individual that presents the proposal, which, in the sole judgement of the Client, best accomplishes the desired results.

The RFP does not commit the Client to award a contract, to pay any costs incurred in the preparation of the contract in response to this request or to procure or contract for services or supplies. The Client reserves the right to withdraw this RFP at any time without prior notice.

All proposals, whether selected or rejected, shall become the property of the Client.

VII PROPOSAL CONTENT

The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the Consultant seeking to provide comprehensive services specified herein for the Client, in conformity with the requirements of the RFP. The proposal should demonstrate qualifications of the firm and its staff to undertake this project. It should also specify the proposed approach that best meets the RFP requirements. The proposal must address each of the service specifications under the Scope of Work and Performance Tasks.

The Client is asking the Consultant to supply the following information. Please include all requested information in the proposal to the fullest extent practical.

- 1) Contact Information.** Name, telephone number, email address, mailing address and other contact information for the Consultant's Project Manager.
- 2) Introduction and Executive Summary.** This section shall document the Consultant name, business address (including telephone, email address(es)), year established, type of ownership and parent company (if any), project manager name and qualifications, and any major facts, features, recommendations or conclusions that may differentiate this proposal from others, if any.
- 3) Work Plan and Project Methodology.** Proposals shall include the following, at minimum:
 - a) A detailed work plan identifying the major tasks to be accomplished relative to the requested study tasks and expected product as outlined in this RFP;

- b) A timeline for completion of the requested services, identifying milestones for development of the project and completion of individual tasks.
- c) List of projects with similar size, scope, type, and complexity that the proposed project team has successfully completed in the past.
- d) List of the proposed principal(s) who will be responsible for the work, proposed Project Manager and project team members (with resumes).
- e) A breakout of hours for each member of the team by major task area, and an overall indication of the level of effort (percentage of overall project team hours) allocated to each task. Note that specific budget information is to be submitted in a sealed cost proposal as described below in Section IX. General Proposal Requirements.
- f) A list of any subcontracted agencies, the tasks they will be assigned, the percent of work to be performed, and the staff that will be assigned.
- g) List of client references for similar projects described within the RFP.
- h) Required Disadvantaged Business Enterprise (DBE) and/or Minority Business Enterprise (MBE) Firms participation documentation, if applicable.
- i) Ability of firm to meet required time schedules based on current and known future workload of the staff assigned to the project.
- j) The nature of the counting equipment proposed and details of the reliability and proven capability of the equipment to gather accurate, reliable data.

4) Signature. Proposals shall be signed in ink by an authorized member of the firm/project team.

5) Attachments. Review, complete, and submit the completed versions of the following RFP Attachments with the proposal:

Exhibit A - Cost Proposal Form (as identified in VIII 1)

Exhibit B – Federal Clauses

VIII Submittal Information

PDFs of technical proposals should be emailed to gray@fmmetrocog.org and a hard copy of the cost proposal in a sealed envelope should be shipped to ensure timely delivery to the contact as defined below:

Cindy Gray, AICP
Executive Director
Fargo-Moorhead Metropolitan Council of Governments
Case Plaza, Suite 232
One 2nd Street North
Fargo, ND 58102-4807
gray@fmmetrocog.org

Proposals shall be received by **4:30 pm (Central Time) on Monday, February 21, 2022** at the Metro COG office. Minority, women-owned and disadvantaged business enterprises are encouraged to participate. The full length of each proposal should not exceed thirty (30) pages; including any supporting material, charts or tables.

IX GENERAL RFP REQUIREMENTS

- 1) Sealed Cost Proposal.** All proposals must be clearly identified and marked with the appropriate project name; inclusive of a separately sealed cost proposal per the requirements of this RFP. Cost proposals shall be based on an hourly "not to exceed" amount and shall follow the general format as provided within Exhibit A of this RFP. Metro COG may decide, in its sole discretion, to negotiate a price for the project after the selection committee completes its final ranking. Negotiation will begin with the Consultant identified as the most qualified per requirements of this RFP, as determined in the evaluation/selection process. If Metro COG is unable to negotiate a contract for services negotiations will be terminated and negotiations will begin with the next most qualified Consultant. This process will continue until a satisfactory contract has been negotiated.
- 2) Consultant Annual Audit Information for Indirect Cost.** Consulting firms proposing to do work for Metro COG must have a current audit rate no older than 15 months from the close of the firm's Fiscal Year. Documentation of this audit rate must be provided with the sealed cost proposal. Firms that do not meet this requirement will not qualify to propose or contract for Metro COG projects until the requirement is met. Firms that have submitted all the necessary information to Metro COG and are waiting for the completion of the audit will be qualified to submit proposals for work. Information submitted by a firm that is incomplete will not qualify. Firms that do not have a current cognizant Federal Acquisition Regulations (FARs) audit of indirect cost rates must provide this audit prior to the interview. **This documentation should be attached with the sealed cost proposal.**
- 3) Debarment of Suspension Certification and Certification of Restriction on Lobbying.** See Exhibit B, Federal Clauses.
- 4) Respondent Qualifications.** Respondents must submit evidence that they have relevant past experience and have previously delivered services similar to the requested services within this RFP. Each respondent may also be required to show that similar work has been performed in a satisfactory manner and that no claims of any kind are pending against such work. No proposal will be accepted from a respondent whom is engaged in any work that would impair his or her ability to perform or finance this work.
- 5) Disadvantaged Business Enterprise.** Pursuant to Department of Transportation policy and 49 CFR Part 23, Metro COG supports the participation of DBE/MBE businesses in the performance of contracts financed with federal funds under this RFP. Consultants shall make an effort to involve DBE/MBE businesses in this project.

If the Consultant is a DBE/MBE, a statement indicating that the business is certified DBE/MBE in North Dakota or Minnesota shall be included within the proposal. If the Consultant intends to utilize a DBE/MBE to complete a portion of this work, a statement of the Subconsultant's certification shall be included. The percent of the total proposed cost to be completed by the DBE/MBE shall be shown within the proposal. Respondents should substantiate (within proposal) efforts made to include DBE/MBE businesses.

- 6) **US DOT Policy Statement on Bicycle and Pedestrian Accommodations.** Consultants are advised to review and consider the *US DOT Policy Statement on Bicycle and Pedestrian Accommodation* issued in March of 2010 when developing written proposals.
- 7) **North Dakota Department of Transportation Consultant Administration Services Procedure Manual.** Applicants to this Request for Proposal are required to follow procedures contained in the *NDDOT Consultant Administration Services Procedure Manual*, which includes prequalification of Consultants. Copies of the Manual may be found on the Metro COG website www.fmmetrocog.org or the NDDOT website at www.dot.nd.gov.

X CONTRACTUAL INFORMATION

- 1) The Client reserves the right to reject any or all proposals or to award the contract to the next most qualified firm if the successful firm does not execute a contract within forty-five (45) days after the award of the proposal. The Client will not pay for any information contained in proposals obtained from participating firms.
- 2) The Client reserves the right to request clarification on any information submitted and additionally reserves the right to request additional information of one (1) or more applicants.
- 3) Any proposal may be withdrawn up until the proposal submission deadline. Any proposals not withdrawn shall constitute an irrevocable offer for services set forth within the RFP for a period of ninety (90) days or until one or more of the proposals have been approved by the Metro COG Policy Board.
- 4) If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner the obligations agreed to, the Client shall have the right to terminate its contract by specifying the date of termination in a written notice to the firm at least ninety (90) working days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for any satisfactory work completed.
- 5) Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the Client and shall contain, as a minimum, applicable provisions of the Request for Proposals. The Client reserves

the right to reject any agreement that does not conform to the Request for Proposal and any Metro COG requirements for agreements and contracts.

- 6) The Consultant shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of Metro COG.

XI PAYMENTS

The selected Consultant will submit invoices for work completed to the Client. Payments shall be made to the Consultant by the Client in accordance with the contract after all required services, and items identified in the scope of work and performance tasks, have been completed to the satisfaction of the Client.

XII FEDERAL AND STATE FUNDS

The services requested within this RFP will be partially funded with funds from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). As such, the services requested by this RFP will be subject to federal and state requirements and regulations.

The services performed under any resulting agreement shall comply with all applicable federal, state, and local laws and regulations. In addition, this contract will be subject to the relevant requirements of 2 CFR 200.

XIII TITLE VI ASSURANCES

Prospective Consultants should be aware of the following contractual ("Contractor") requirements regarding compliance with Title VI should they be selected pursuant to this RFP:

- 1) **Compliance with Regulations.** The Consultant shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations).
- 2) **Nondiscrimination.** The Consultant, with regard to the work performed by it, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Consultant for work to be performed under a subcontract, including

procurements of materials or leases of equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations to Metro COG and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**.

- 4) **Information and Reports.** The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Metro COG or the North Dakota Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to Metro COG, or the North Dakota Department of Transportation, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance.** In the event of the Consultant's noncompliance with the nondiscrimination provisions as outlined herein, the Client and the North Dakota Department of Transportation shall impose such sanctions as it or the Federal Highway Administration / Federal Transit Administration may determine to be appropriate, including but not limited to:
 - 6) Withholding of payments to the Consultant under the contract until the Consultant complies; or
 - 7) Cancellation, termination, or suspension of the contract, in whole or in part.
- 8) **Incorporation of Title VI Provisions.** The Consultant shall include the provisions of Section XIII, paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The Consultant shall take such action with respect to any subcontract or procurement as Metro COG or the U.S. Department of Transportation, Federal Highway Administration, may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation by a Subconsultant or supplier as a result of such direction, the Consultant may request Metro COG enter into such litigation to protect the interests of Metro COG; and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

** The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.

XIV TERMINATION PROVISIONS

The Client reserves the right to cancel any contract for cause upon written notice to the Consultant. Cause for cancellation will be documented failure(s) of the Consultant to provide services in the quantity or quality required. Notice of such cancellation will be given with sufficient time to allow for the orderly withdrawal of the Consultant without additional harm to the participants or the Client.

The Client may cancel or reduce the amount of service to be rendered if there is, in the opinion of the Client, a significant increase in local costs; or if there is insufficient state or federal funding available for the service, thereby terminating the contract or reducing the compensation to be paid under the contract. In such event, the Client will notify the Consultant in writing ninety (90) days in advance of the date such actions are to be implemented.

In the event of any termination, the Client shall pay the agreed rate only for services delivered up to the date of termination. The Client has no obligation to the Consultant, of any kind, after the date of termination. Consultant shall deliver all records, equipment and materials to the Client within 24 hours of the date of termination.

XV LIMITATION ON CONSULTANT

All reports and pertinent data or materials are the sole property of the Client and its state and federal planning partners and may not be used, reproduced or released in any form without the explicit, written permission of the Client.

The Consultant should expect to have access only to the public reports and public files of local governmental agencies and the Client in preparing the proposal or reports. No compilation, tabulation or analysis of data, definition of opinion, etc., should be anticipated by the Consultant from the agencies, unless volunteered by a responsible official in those agencies.

XVI CONFLICT OF INTEREST

No Consultant, Subconsultant, or member of any firm proposed to be employed in the preparation of this proposal shall have a past, ongoing, or potential involvement which could be deemed a conflict of interest under North Dakota Century Code or other law. During the term of this Agreement, the Consultant shall not accept any employment or engage in any consulting work that would create a conflict of interest with the Client or in any way compromise the services to be performed under this agreement. The Consultant shall immediately notify the Client of any and all potential violations of this paragraph upon becoming aware of the potential violation.

XVII INSURANCE

The Consultant shall provide evidence of insurance as stated in the contract prior to execution of the contract.

XVIII RISK MANAGEMENT

The Consultant agrees to defend, indemnify, and hold harmless the Client and the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the Client and the State or its agents, but not against claims based on the Client's and the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Consultant to the Client and the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Client and the State is necessary. Consultant also agrees to defend, indemnify, and hold the Client and the State harmless for all costs, expenses and attorneys' fees incurred if the Client or the State prevails in an action against Consultant in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.

The Consultant shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota, the following insurance coverage:

1. Commercial general liability and automobile liability insurance - minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence.
2. Workforce Safety insurance meeting all statutory limits.
3. The Client and the State of North Dakota, its agencies, officers, and employees (State) shall be endorsed as an additional insured on the commercial general liability and automobile liability policies.
4. Said endorsements shall contain a "Waiver of Subrogation" in favor of the Client and the state of North Dakota.
5. The policies and endorsements may not be canceled or modified without thirty (30) days prior written notice to the undersigned Client and the State Risk Management Department.

The Consultant shall furnish a certificate of insurance evidencing the requirements in 1, 3, and 4, above to the Client prior to commencement of this agreement.

The Client and the State reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. Any attorney who represents the State under this contract must first qualify as and be appointed by the

North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08.

When a portion of the work under the Agreement is sublet, the Consultant shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Consultant, the Client and the State as a result of work undertaken by the Subconsultant. In addition, the Consultant shall ensure that any and all parties performing work under the Agreement are covered by public liability insurance as outlined above. All Subconsultants performing work under the Agreement are required to maintain the same scope of insurance required of the Consultant. The Consultant shall be held responsible for ensuring compliance with those requirements by all Subconsultants.

Consultant's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Client or State. Any insurance, self-insurance or self-retention maintained by the Client or the State shall be excess of the Consultant's insurance and shall not contribute with it. The insolvency or bankruptcy of the insured Consultant shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Consultant from meeting the retention limit under the policy. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Consultant. This insurance may be in a policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Client and the State will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Consultant in excess of the minimum requirements set forth above.

Exhibit A – Cost Proposal Form

Cost Proposal Form – Include completed cost form (see below) in a separate sealed envelope – labeled “**Sealed Cost Form – Vendor Name**” and submit with concurrently with the technical proposal as part of the overall RFP response. The cost estimate should be based on a not to exceed basis and may be further negotiated by Metro COG upon identification of the most qualified Consultant. Changes in the final contract amount and contract extensions are not anticipated.

REQUIRED BUDGET FORMAT

Summary of Estimated Project Cost

1.	Direct Labor	Hours	x	Rate	=	Project Cost	Total
	Name, Title, Function	0.00	x	0.00	=	0.00	0.00
			x		=	0.00	0.00
			x		=	0.00	0.00
				Subtotal	=	0.00	0.00
2.	Overhead/Indirect Cost (expressed as indirect rate x direct labor)					0.00	0.00
3.	Subconsultant Costs					0.00	0.00
4.	Materials and Supplies Costs					0.00	0.00
5.	Travel Costs					0.00	0.00
6.	Fixed Fee					0.00	0.00
7.	Miscellaneous Costs					0.00	0.00
Total Cost					=	0.00	0.00

Exhibit B

Federal Clauses

Federal Clauses

Equal Employment Opportunity Clause – 41 CFR 60-1.4(a) and 2 CFR Part 200 Appendix II (C)

41 CFR 60-1.4(a)

- (a) *Government contracts.* Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract): during the performance of this contract, the contractor agrees as follows:
- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the secretary of labor.
 - (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the secretary of labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the secretary of labor, or as otherwise provided by law.

- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the secretary of labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the secretary of labor as a means of enforcing such provisions including sanctions for noncompliance: *provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the united states to enter into such litigation to protect the interests of the United States.

2 CFR Part 200 Appendix II (C)

- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Sanctions and Penalties for Breach of Contract – 2 CFR Part 200 Appendix II (A)

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Termination for Cause and Convenience – 2 CFR Part 200 Appendix II (B)

- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Rights to Inventions Made Under a Contract or Agreement – 2 CFR Part 200 Appendix II (F)

- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and

Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Debarment and Suspension - 2 CFR Part 200 Appendix II (I)

- (I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Byrd Anti-Lobbying Amendment - 2 CFR Part 200 Appendix II (J)

- (J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

LEASE

THIS LEASE, made and entered into this ____ day of _____, 2021 , by and between **WEST FARGO PUBLIC SCHOOL DISTRICT NO. 6, CASS COUNTY, NORTH DAKOTA**, of 207 West Main Avenue, West Fargo, North Dakota 58078, hereinafter called the “Landlord,” and **CITY OF WEST FARGO ON BEHALF OF THE WEST FARGO PUBLIC LIBRARY**, of West Fargo, North Dakota 58078, hereinafter called the “Tenant,”

WITNESSETH:

That for and in consideration of the mutual covenants, agreements, and conditions hereinafter contained, the parties hereto do respectively covenant and agree as follows:

1. LEASE PROPERTY. The Landlord, for and in consideration of the rents, covenants, and agreements hereinafter specified to be paid, kept, and performed by the Tenant, hereby leases that portion of the premises described on Exhibit A attached hereto and by reference made a part hereof, having the address of 215 3rd Street East, West Fargo, North Dakota 58078. Said premises are hereinafter called the “Leased Property.”

2. TERM OF LEASE. The term of this lease shall be one (1) year, commencing on September 1, 2022, and terminating on August 31, 2023, with renewal opportunities through August 31, 2027, all dates inclusive, unless sooner terminated as herein provided. The Landlord certifies that the Leased Property, excluding fixtures and appurtenances installed by the Tenant, conforms to all applicable laws, ordinances, regulations, and requirements of governmental authorities.

3. OPTION TO RENEW. The Tenant shall have four (4) options to extend this lease for an additional period of one (1) year. The option to renew will automatically be exercised unless Tenant or Landlord exercise Section Ten (10) of this agreement.

4. RENT. The Tenant shall pay to the Landlord annual rent of \$120,390.00 in lawful money of the United States, in equal monthly installments of \$10,032.50 in advance, on the first day of each month throughout the term of this lease (the “Rent”). The annual rent will increase by three (3) percent annually.

The Rent shall cover the Tenant’s proportionate share of property taxes and assessments and the Tenant’s proportionate share of operating costs, including, but not limited to, common area maintenance and cleaning (e.g., shared entrances, stairwells, and lobby), electricity, water, sewer, heating and air-conditioning, snow removal, parking lot maintenance and repair (hereinafter called “Taxes and Operating Costs”).

The Rent shall be payable at the office of the Landlord or at such other place as the Landlord may designate in writing.

5. **USE OF PREMISES.** The Tenant may use and occupy the Leased Property for operating a public library or for any other lawful purpose. The Tenant shall not use or knowingly permit any part of the Leased Property to be used for any unlawful purpose.

6. **QUIET ENJOYMENT.** The Tenant, upon the payment of the Rent herein, reserves and upon the performance of all the terms of this lease, shall at all times during the lease term, and during any extension or renewal term, peaceably and quietly enjoy the Leased Property without any disturbance from the Landlord or from any other person claiming through the Landlord.

7. **CLEANING OF LEASED PROPERTY.**

(a) During the term of this lease the Tenant shall be responsible for all cleaning and custodial services for the Lease Property and shall keep the Lease Property in a neat, clean and sanitary condition free from waste and other debris. So long as the Tenant is not in default hereunder, during the term of this Lease, Landlord shall provide to Tenant bathroom paper products and soap and continue to provide the cleaning supplies and replacement of light bulbs currently being provided to Tenant by Landlord.

8. **REPAIR AND MAINTENANCE.**

(a) The Tenant shall, during the term of this lease and any renewal or extension thereof, at its sole expense, keep the interior of the Leased Property in as good order and repair as it is at the date of the commencement of this lease, reasonable wear and tear and damage by accidental fire or other casualty excepted. The Tenant shall not knowingly commit or willingly permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state, or municipal authority.

(b) The Landlord, during the term of this lease, and any renewal or extension thereof, shall keep the structural supports and exterior walls of the building, including windows, doors, and passageways from the lobby, street, and parking area leading to the Leased Property, and the adjacent parking lot, sidewalks and entrance lobby, in good order and repair. The Landlord shall use due diligence in making such repairs and make them as soon as reasonably possible after receiving notice of the necessity for repair.

(c) The Landlord shall exercise in good faith effort in notifying the Tenant with at least one week's advance notice when repair or maintenance activity will obstruct the Tenant's use of the Leased Property and adjacent parking lot, sidewalks, and entrance lobby. Tenant understands that in some instances advanced notification by Landlord may not be possible.

(d) The Landlord shall be responsible for removing snow, ice, rubbish, and other obstructions on the sidewalk and parking area.

(e) The Landlord shall maintain and repair all plumbing and toilet fixtures, and equipment installed for the general supply of hot and cold water, heat, air conditioning, and electricity. When the plumbing and toilet fixtures, and equipment installed for the general supply of hot and cold water, heat, air conditioning, and electricity must be replaced, the Landlord shall pay for such replacement.

9. COMPLIANCE WITH LAWS. The Tenant shall, throughout the terms of this lease, at its sole expense, promptly comply with all laws and regulations of all federal, state, and municipal governments and appropriate departments, commissions, board and officers thereof, and the orders and regulations of the National Board of Fire Underwriters or any other body known now or hereafter exercising similar functions, which may be applicable to the Leased Property and the fixtures and equipment therein.

10. OPTION TO TERMINATE LEASE. The Tenant or Landlord shall have the option to terminate this lease at any time by providing to the other party one (1) year in advance of the early termination date, the following:

(a) Written notice of the termination of the lease as of the date set forth in the written notice, which date must be at least one (1) year after the delivery of the written notice to terminate.

(b) The early termination date must be dated the final day of a calendar month.

(c) If exercised by The Tenant, The Tenant will be responsible for paying any rent through the early termination date, regardless of whether or not the Tenant is still operating out of the premises.

11. SURRENDER OF PREMISES.

(a) The Tenant shall, on the expiration or the sooner termination of the lease term, surrender to the Landlord the Leased Property, including all replacements, changes, additions, and improvements constructed or placed by the Tenant thereon, with all equipment in or appurtenant thereto, except all moveable trade fixtures (not including equipment) installed by the Tenant, broom-clean, free of subtenancies, and in good condition and repair, reasonable wear and tear excepted, and damage by fire, act of God or other casualty. Any trade fixtures or personal property belonging to the Tenant or to any subtenant, if not removed at such termination and if the Landlord shall so elect, shall be deemed abandoned and become the property of the Landlord without any payment or offset therefor. If the Landlord shall not so elect, the Landlord may remove such fixtures or property from the Leased Property and store them at the Tenant's risk and expense. The Tenant shall repair and restore, and save the Landlord harmless from, all damage to the Leased Property caused by such removal, whether by the Tenant or by the Landlord.

(b) No act or thing done by the Landlord or its agent during the term of this lease shall be deemed an acceptance of the surrender of the Leased Property and no agreement to accept such surrender shall be valid unless in writing signed by the Landlord.

No employee or agent of the Landlord shall have any power to accept the keys of the Leased Property prior to the termination of this lease and the delivery of the keys to an employee or agent of the Landlord shall not operate as a termination of this lease or a surrender of the Leased Property.

12. RIGHT TO ALTER AND IMPROVE. No alteration, addition, or improvement to the Leased Property shall be made by the Tenant without the written consent of the Landlord. Any alteration, addition, or improvement made by the Tenant after such consent shall have been given, and any fixtures installed as part thereof, shall at the Landlord's option become the property of the Landlord upon the expiration or other sooner termination of this lease; provided, however, that the Landlord shall have the right to require the Tenant to remove such fixtures at the Tenant's cost upon such termination of this lease.

13. UTILITIES. The Landlord shall pay all charges for gas, electricity, light, heat, and power. The Tenant shall pay all charges for telephone or other communications service used, rendered, or supplied upon or in connection with the Leased Property, and shall indemnify the Landlord against any liability or damages on such account.

14. LANDLORD'S RIGHTS - TENANT'S DEFAULT.

(a) The Landlord may give the Tenant five (5) days' notice of intention to terminate this lease in any of the following circumstances:

(i) If the Tenant shall be in default in the performance of any covenant of this lease (other than the covenants for the payment of Rent) and if such default is not cured within fifteen (15) days after written notice thereof given by the Landlord; or, if such default shall be of such nature that it cannot be cured completely within such 15-day period, if the Tenant shall not have promptly commenced within such 15-day period or shall not thereafter proceed with reasonable diligence and in good faith to remedy such default.

(ii) If the Tenant shall be adjudicated a bankrupt, make a general assignment for the benefit of the creditors, or take the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Tenant's property and such appointment is not vacated within ninety (90) days. For these purposes, the "Tenant" shall mean the Tenant then in possession of the Leased Property.

(iii) If the Leased Property becomes vacant or deserted for a period of thirty (30) days.

(iv) If this lease shall be assigned or the Leased Property sublet other than in accordance with the terms of this lease and such default is not cured within fifteen (15) days after notice.

(v) If the Tenant shall be in default in the payment of the Rent and such default is not cured within ten (10) business days after mailing of written notice thereof by the Landlord.

(b) If the Landlord shall give the five (5) days' notice of termination provided in subparagraph (a), then at the expiration of such period, this lease shall terminate as completely as if that were the date herein definitely fixed for the expiration of the term of this lease, and the Tenant shall then surrender the Leased Property to the Landlord. If this lease shall so terminate, it shall be lawful for the Landlord, at its option, without formal demand or notice of any kind, to reenter the Leased Property by an unlawful detainer action or by any other means and to remove the Tenant therefrom without being liable for any damages therefor. Upon the termination of this lease, as herein provided, the Landlord shall have the right, at its election, to terminate any sublease then in effect, without consent of the sublessee concerned.

(c) The Tenant shall remain liable for all its obligations under this lease, despite the Landlord's reentry, and the Landlord may re-rent or use the Leased Property as agent for the Tenant, if the Landlord so elects. The Tenant waives any legal requirement for notice of intention to reenter and any right of redemption.

(d) Nothing in this article shall be deemed to require the Landlord to give the Tenant any notice, other than such notice as may be required by statute, prior to the commencement of an unlawful detainer action for nonpayment of any Rent, it being intended that the five-day notice is only for the purpose of creating a conditional limitation hereunder pursuant to which this lease shall terminate.

(e) If the lease shall terminate as provided in this article, the Landlord shall have the right, at its election at any time, to recover from the Tenant the amount by which the Rent and charges equivalent to the Rent reserved herein for the balance of the term shall exceed the reasonable rental value of the Leased Property for the same period.

(f) Time is of the essence of this lease with respect to the performance by the Tenant of its obligations hereunder.

15. PERFORMANCE OF TENANT'S OBLIGATIONS. If the Tenant shall be in a default hereunder, the Landlord may cure such default on behalf of the Tenant, in which event the Tenant shall reimburse the Landlord for all sums paid to effect such cure, together with interest at the rate of 110% per annum of the "Prime Rate of Interest" charged by Wells Fargo Bank Minneapolis, N.A. (the rate of interest charged by said Bank to its most credit-worthy commercial corporate customers on unsecured commercial loans of ninety (90) days or less duration from time to time during the interval between such due date and the date of payment) and reasonable attorneys' fees. In order to collect such reimbursement, the Landlord shall have all the remedies available under this lease for a default in the payment of the Rent.

16. RIGHT OF ENTRY. The Landlord and its representative may enter the Leased Property, at any reasonable time, for the purpose of inspecting the Leased Property, performing any work which the Landlord elects to undertake made necessary by reason of the Tenant's default under the terms of this lease, exhibiting the Leased Property for sale, lease, or mortgage financing, or posting notices of non-responsibility under any mechanic's lien law. Except in an emergency, the Landlord, while exercising this right of entry, will not interfere with the operations or business activities of the Tenant.

17. FIRE OR OTHER CASUALTY LOSS. In case of damage by fire or other casualty to the building in which the Leased Property is located, if the damage is so extensive as to amount practically to the total destruction of the Leased Property or of such building, this lease shall cease, and the Rent shall be apportioned to the time of the damage. In all other cases where the Leased Property is damaged by fire or other casualty without the fault of the Tenant, the Landlord shall repair the damage with reasonable dispatch, and if the damage has rendered the Leased Property untenable, in whole or in part, there shall be an apportionment of the Rent until the damage has been repaired. In determining what constitutes reasonable dispatch, consideration shall be given in delays caused by strikes, adjustment of insurance, and other causes beyond the Landlord's control.

18. INSURANCE.

(a) The Landlord shall keep the building containing the Leased Property insured against loss or damage by fire with all risk policy endorsement in an amount sufficient to prevent the Landlord from becoming a co-insurer under the terms of the applicable policies but, in any event, in an amount not less than 80% of the full insurable value as determined from time to time. The term "full insurance value" shall mean actual replacement cost (exclusive of the cost of excavation, foundations, and footings below the basement floor) without deduction for physical depreciation. Such insurance shall be issued by financially responsible insurers duly authorized to do business in this state.

(b) During the term of this lease, the Tenant shall keep the Leased Property insured, at its sole cost and expense, against claims for personal injury or property damage under a policy of general public liability insurance, with limits of at least \$500,000 per occurrence with a general aggregate limit of \$1,000,000. Such policies shall name the Landlord and the Tenant as the insureds. Within ten (10) days after the date hereof, the Tenant shall deliver to the Landlord certificates of insurance certifying that such insurance is in full force and effect. On the anniversary date of such insurance policies thereafter, during the term of this lease, the Tenant shall deliver to the Landlord certificates of insurance certifying that such insurance is in full force and effect.

(c) The Tenant shall be responsible for insuring all of its personal property, furniture, fixtures and equipment located in the Leased Property in such amounts and upon such terms as it determines.

19. DENIAL OF SUBROGATION RIGHTS. The Landlord and the Tenant and all parties claiming under them hereby mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard covered by insurance on the Leased Property, or covered by insurance in connection with property on or activities conducted on the Leased Property regardless of the cause of the damage or loss.

20. TERMINATION OF LEASE UPON CONDEMNATION. If the Leased Property, or any part thereof, is taken by eminent domain, this lease shall expire on the date when the Leased Property shall be so taken, and the Rent shall be apportioned as of that date. No part of any award shall belong to the Tenant, except any portion of the award attributable to any trade fixtures or equipment of the Tenant taken by the public authority.

21. EASEMENTS. The Landlord shall have the right to grant easements in areas of the Leased Property for the installation of utilities, provided that the use of such easement areas for such purposes does not interfere substantially with the operation of the Tenant's business. The Tenant shall not be entitled to any compensation or abatement of the Rent if the use of such easement does not interfere substantially with the operations of the Tenant's business.

22. RIGHTS TO ASSIGN AND SUBLEASE. The Tenant may sublet all or portions of the Leased Property for the remainder of the term with the approval of the Landlord, which approval the Landlord shall not unreasonably withhold, provided that the business or occupation of the subtenant is not extra hazardous, disreputable, or illegal, and provided further that the Tenant shall remain primarily liable for the payments of the Rent herein reserved and for the performance of all the other terms of this lease required to be performed by the Tenant.

23. NOTICE. Any notice under this lease must be in writing and must be sent by registered or certified mail to the last address of the party to whom the notice is to be given, as designated by such party in writing. The Landlord hereby designates its address as 207 West Main Avenue, West Fargo, North Dakota 58078. The Tenant hereby designated its address as 215 3rd St E, West Fargo, North Dakota 58078.

24. CONSTRUCTION.

(a) This lease shall be governed by, construed and enforced in accordance with the laws of the State of North Dakota.

(b) The covenants, terms, conditions, provisions, and undertaking in this lease or in any renewals thereof shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto, as if they were in every case named and expressed, and shall be construed as covenants running with the land; and wherever reference is made to either of the parties hereto, it shall be held to include and apply also to the heirs, executors, administrators, successors, and assigns of such party, as if in each and every case so expressed.

(c) The parties agree to execute and deliver any instruments in writing necessary to carry out any agreement, term, condition, or assurance in this lease whenever occasion shall arise and request for such instruments shall be made.

(d) The specified remedies to which the Landlord may resort under the terms of this lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the Landlord may be lawfully entitled in case of any breach or threatened breach by the Tenant of any provision or provisions of this lease.

(e) This lease contains the entire agreement between the parties and cannot be changed or terminated orally.

(f) This lease may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

(g) If any provision of this lease shall be declared invalid or unenforceable, the remainder of this lease shall continue in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals as of the day and year first above written.

LANDLORD:

**WEST FARGO PUBLIC SCHOOL
DISTRICT NO. 6**

Its: President

ATTEST:

Its: Business Manager

TENANT:

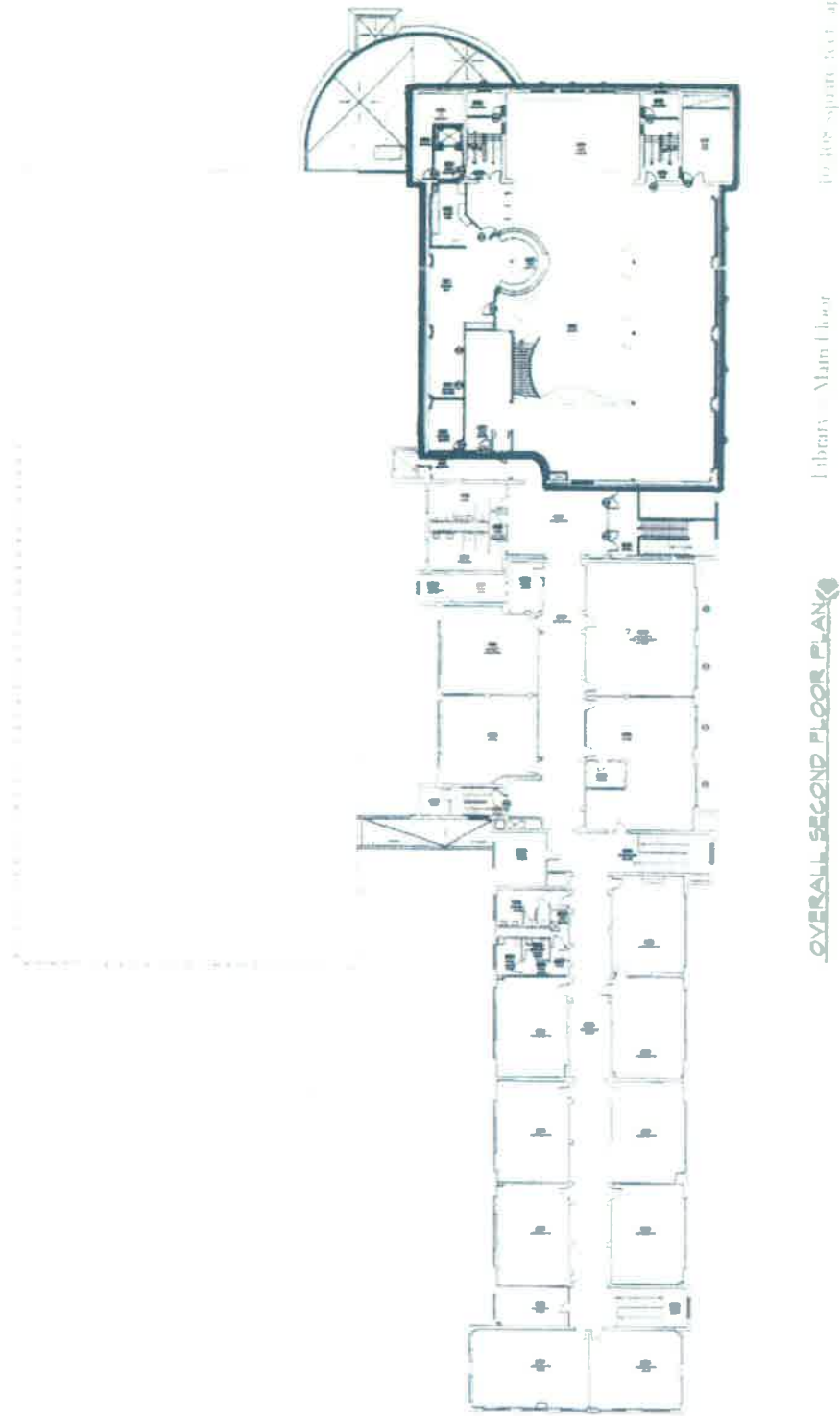
**CITY OF WEST FARGO
ON BEHALF OF THE
WEST FARGO PUBLIC LIBRARY**

Its: President

ATTEST:

Its: City Auditor

EXHIBIT A
LEASED PROPERTY

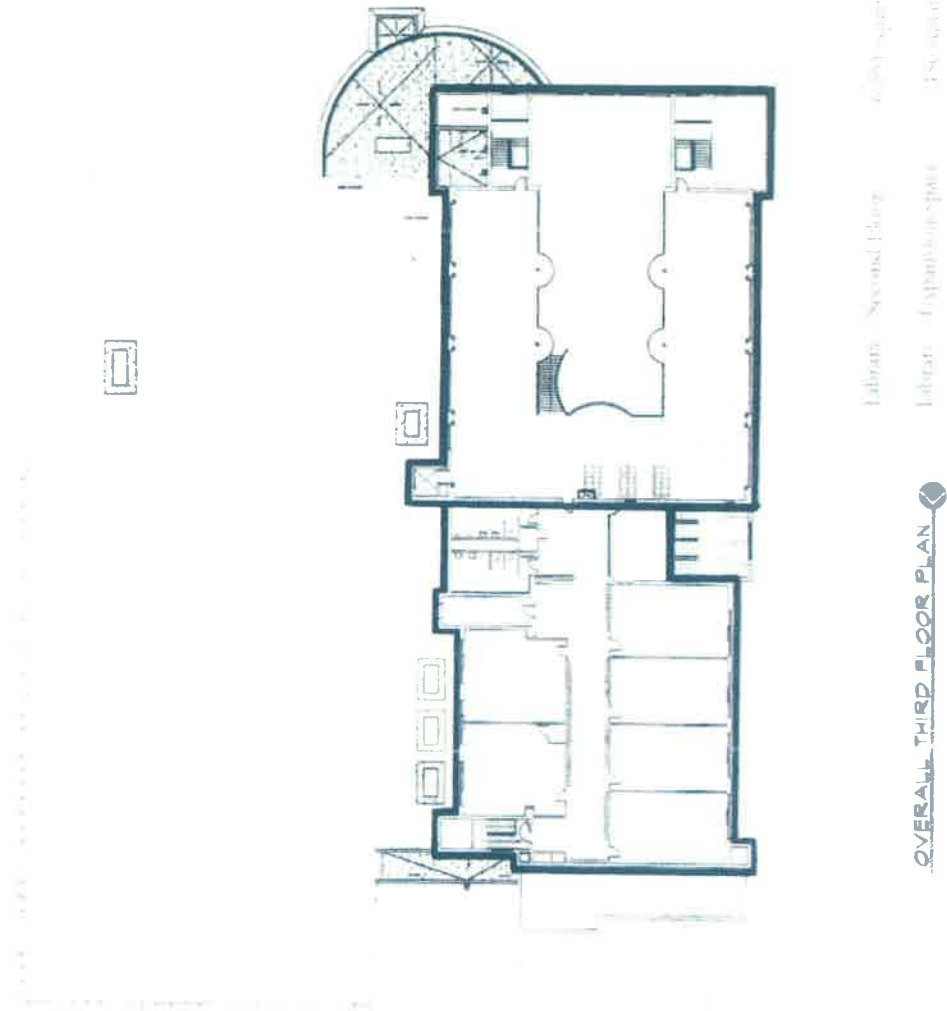


LODOEN PUBLIC LIBRARY AND COMMUNITY CENTER
WEST FARGO, NORTH DAKOTA

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LODOEN PUBLIC LIBRARY AND COMMUNITY CENTER
WEST FARGO, NORTH DAKOTA

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Journal of Internal Medicine 247: 103–110

LEASE

THIS LEASE, made and entered into this 1st day of September, 2017, by and between WEST FARGO PUBLIC SCHOOL DISTRICT NO. 6, CASS COUNTY, NORTH DAKOTA, of 207 West Main Avenue, West Fargo, North Dakota 58078, hereinafter called the "Landlord," and CITY OF WEST FARGO ON BEHALF OF THE WEST FARGO PUBLIC LIBRARY, of West Fargo, North Dakota 58078, hereinafter called the "Tenant,"

WITNESSETH:

That for and in consideration of the mutual covenants, agreements, and conditions hereinafter contained, the parties hereto do respectively covenant and agree as follows:

1. **LEASE PROPERTY.** The Landlord, for and in consideration of the rents, covenants, and agreements hereinafter specified to be paid, kept, and performed by the Tenant, hereby leases that portion of the premises described on Exhibit A attached hereto and by reference made a part hereof, having the address of 109 3rd Street East, West Fargo, North Dakota 58078. Said premises are hereinafter called the "Leased Property."

2. **TERM OF LEASE.** The term of this lease shall be five (5) years, commencing on September 1, 2017, and terminating on August 31, 2022, both dates inclusive, unless sooner terminated as herein provided. The Landlord certifies that the Leased Property, excluding fixtures and appurtenances installed by the Tenant, conforms to all applicable laws, ordinances, regulations, and requirements of governmental authorities.

3. **OPTION TO RENEW.** The Tenant shall have an option to extend this lease for an additional period of one (1) year or such longer term as agreed to by both parties. The option to renew must be exercised in writing by the Tenant not later than six (6) months prior to the expiration of the term. Each renewal is subject to a renegotiation of Rent that is mutually agreed upon by both parties. Such Rent adjustment shall be established no later than three (3) months prior to the expiration of the term.

4. **RENT.** The Tenant shall pay to the Landlord annual rent of \$143,880.00 in lawful money of the United States, in equal monthly installments of \$11,990.00 in advance, on the first day of each month throughout the term of this lease (the "Rent").

The Rent shall cover the Tenant's proportionate share of property taxes and assessments and the Tenant's proportionate share of operating costs, including, but not limited to, common area maintenance and cleaning, electricity, water, sewer, heating and air-conditioning, cleaning, custodial, snow removal, parking lot maintenance and repair, plus any direct maintenance, custodial and cleaning expenses incurred by the Landlord for the Leased Property (hereinafter called "Taxes and Operating Costs").

The Rent shall be payable at the office of the Landlord or at such other place as the Landlord may designate in writing.

5. **USE OF PREMISES.** The Tenant may use and occupy the Leased Property for operating a public library or for any other lawful purpose. The Tenant shall not use or knowingly permit any part of the Leased Property to be used for any unlawful purpose.

6. **QUIET ENJOYMENT.** The Tenant, upon the payment of the Rent herein, reserves and upon the performance of all the terms of this lease, shall at all times during the lease term, and during any extension or renewal term, peaceably and quietly enjoy the Leased Property without any disturbance from the Landlord or from any other person claiming through the Landlord.

7. **CLEANING OF LEASED PROPERTY.**

(a) During the term of this lease the Tenant shall keep the Leased Property in a neat, clean and sanitary condition free from waste and other debris. The Tenant shall also be responsible for dusting, cleaning tabletops and counters and cleaning upholstered furniture and any other Tenant fixtures or furnishings.

(b) So long as the Tenant is not in default hereunder, during the term of this lease, the Landlord shall provide:

(i) The following primary cleaning services for the Leased Property daily, excepting weekends and holidays:

- (A) vacuuming,
- (B) emptying garbage and recycling containers, and
- (C) cleaning bathrooms and stocking them with paper products;

(ii) and the following cleaning services as needed:

- (A) carpet cleaning and spot removal,
- (B) window pane and window ledge cleaning,
- (C) replacement of light bulbs, and
- (D) cleaning of hard floors.

(c) Cleaning products will be provided by the Landlord and will be available for the Tenant's use.

8. REPAIR AND MAINTENANCE.

(a) The Tenant shall, during the term of this lease and any renewal or extension thereof, at its sole expense, keep the interior of the Leased Property in as good order and repair as it is at the date of the commencement of this lease, reasonable wear and tear and damage by accidental fire or other casualty excepted. The Tenant shall not knowingly commit or willingly permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state, or municipal authority.

(b) The Landlord, during the term of this lease, and any renewal or extension thereof, shall keep the structural supports and exterior walls of the building, including windows, doors, and passageways from the lobby, street, and parking area leading to the Leased Property, and the adjacent parking lot, sidewalks and entrance lobby, in good order and repair. The Landlord shall use due diligence in making such repairs and make them as soon as reasonably possible after receiving notice of the necessity for repair.

(c) The Landlord shall be responsible for removing snow, ice, rubbish, and other obstructions on the sidewalk and parking area.

(d) The Landlord shall maintain and repair all plumbing and toilet fixtures, and equipment installed for the general supply of hot and cold water, heat, air conditioning, and electricity. When the plumbing and toilet fixtures, and equipment installed for the general supply of hot and cold water, heat, air conditioning, and electricity must be replaced, the Landlord shall pay for such replacement.

9. COMPLIANCE WITH LAWS. The Tenant shall, throughout the terms of this lease, at its sole expense, promptly comply with all laws and regulations of all federal, state, and municipal governments and appropriate departments, commissions, board and officers thereof, and the orders and regulations of the National Board of Fire Underwriters or any other body known now or hereafter exercising similar functions, which may be applicable to the Leased Property and the fixtures and equipment therein.

10. OPTION TO TERMINATE LEASE. The Tenant shall have the option to terminate this lease on September 1, 2020, or on any date thereafter by providing to the Landlord, six (6) months in advance of the early termination date, the following:

(a) Written notice of the Tenant's termination of the lease as of the date set forth in the written notice, which date must be at least six (6) months after the Landlord receives the Tenant's written notice.

(b) A lease cancellation payment in the amount of \$570.00 per month for each month by which the lease is shortened. This payment shall be delivered to the Landlord together with the Tenant's written notice of the termination of this lease.

(c) Should the Tenant fail to deliver the lease cancellation payment together with the written notice of the termination of this lease, the written notice of the termination of this lease shall be null and void.

11. SURRENDER OF PREMISES.

(a) The Tenant shall, on the expiration or the sooner termination of the lease term, surrender to the Landlord the Leased Property, including all replacements, changes, additions, and improvements constructed or placed by the Tenant thereon, with all equipment in or appurtenant thereto, except all moveable trade fixtures (not including equipment) installed by the Tenant, broom-clean, free of subtenancies, and in good condition and repair, reasonable wear and tear excepted, and damage by fire, act of God or other casualty. Any trade fixtures or personal property belonging to the Tenant or to any subtenant, if not removed at such termination and if the Landlord shall so elect, shall be deemed abandoned and become the property of the Landlord without any payment or offset therefor. If the Landlord shall not so elect, the Landlord may remove such fixtures or property from the Leased Property and store them at the Tenant's risk and expense. The Tenant shall repair and restore, and save the Landlord harmless from, all damage to the Leased Property caused by such removal, whether by the Tenant or by the Landlord.

(b) No act or thing done by the Landlord or its agent during the term of this lease shall be deemed an acceptance of the surrender of the Leased Property and no agreement to accept such surrender shall be valid unless in writing signed by the Landlord. No employee or agent of the Landlord shall have any power to accept the keys of the Leased Property prior to the termination of this lease and the delivery of the keys to an employee or agent of the Landlord shall not operate as a termination of this lease or a surrender of the Leased Property.

12. RIGHT TO ALTER AND IMPROVE. No alteration, addition, or improvement to the Leased Property shall be made by the Tenant without the written consent of the Landlord. Any alteration, addition, or improvement made by the Tenant after such consent shall have been given, and any fixtures installed as part thereof, shall at the Landlord's option become the property of the Landlord upon the expiration or other sooner termination of this lease; provided, however, that the Landlord shall have the right to require the Tenant to remove such fixtures at the Tenant's cost upon such termination of this lease.

13. UTILITIES. The Landlord shall pay all charges for gas, electricity, light, heat, and power. The Tenant shall pay all charges for telephone or other communications service used, rendered, or supplied upon or in connection with the Leased Property, and shall indemnify the Landlord against any liability or damages on such account.

14. LANDLORD'S RIGHTS - TENANT'S DEFAULT.

(a) The Landlord may give the Tenant five (5) days' notice of intention to terminate this lease in any of the following circumstances:

(i) If the Tenant shall be in default in the performance of any covenant of this lease (other than the covenants for the payment of Rent) and if such default is not cured within fifteen (15) days after written notice thereof given by the Landlord; or, if such default shall be of such nature that it cannot be cured completely within such 15-day period, if the Tenant shall not have promptly commenced within such 15-day period or shall not thereafter proceed with reasonable diligence and in good faith to remedy such default.

(ii) If the Tenant shall be adjudicated a bankrupt, make a general assignment for the benefit of the creditors, or take the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Tenant's property and such appointment is not vacated within ninety (90) days. For these purposes, the "Tenant" shall mean the Tenant then in possession of the Leased Property.

(iii) If the Leased Property becomes vacant or deserted for a period of thirty (30) days.

(iv) If this lease shall be assigned or the Leased Property sublet other than in accordance with the terms of this lease and such default is not cured within fifteen (15) days after notice.

(v) If the Tenant shall be in default in the payment of the Rent and such default is not cured within ten (10) business days after mailing of written notice thereof by the Landlord.

(b) If the Landlord shall give the five (5) days' notice of termination provided in subparagraph (a), then at the expiration of such period, this lease shall terminate as completely as if that were the date herein definitely fixed for the expiration of the term of this lease, and the Tenant shall then surrender the Leased Property to the Landlord. If this lease shall so terminate, it shall be lawful for the Landlord, at its option, without formal demand or notice of any kind, to reenter the Leased Property by an unlawful detainer action or by any other means and to remove the Tenant therefrom without being liable for any damages therefor. Upon the termination of this lease, as herein provided, the Landlord shall have the right, at its election, to terminate any sublease then in effect, without consent of the sublessee concerned.

(c) The Tenant shall remain liable for all its obligations under this lease, despite the Landlord's reentry, and the Landlord may re-rent or use the Leased Property as agent for the Tenant, if the Landlord so elects. The Tenant waives any legal requirement for notice of intention to reenter and any right of redemption.

(d) Nothing in this article shall be deemed to require the Landlord to give the Tenant any notice, other than such notice as may be required by statute, prior to the

commencement of an unlawful detainer action for nonpayment of any Rent, it being intended that the five-day notice is only for the purpose of creating a conditional limitation hereunder pursuant to which this lease shall terminate.

(e) If the lease shall terminate as provided in this article, the Landlord shall have the right, at its election at any time, to recover from the Tenant the amount by which the Rent and charges equivalent to the Rent reserved herein for the balance of the term shall exceed the reasonable rental value of the Leased Property for the same period.

(f) Time is of the essence of this lease with respect to the performance by the Tenant of its obligations hereunder.

15. PERFORMANCE OF TENANT'S OBLIGATIONS. If the Tenant shall be in a default hereunder, the Landlord may cure such default on behalf of the Tenant, in which event the Tenant shall reimburse the Landlord for all sums paid to effect such cure, together with interest at the rate of 110% per annum of the "Prime Rate of Interest" charged by Wells Fargo Bank Minneapolis, N.A. (the rate of interest charged by said Bank to its most credit-worthy commercial corporate customers on unsecured commercial loans of ninety (90) days or less duration from time to time during the interval between such due date and the date of payment) and reasonable attorneys' fees. In order to collect such reimbursement, the Landlord shall have all the remedies available under this lease for a default in the payment of the Rent.

16. RIGHT OF ENTRY. The Landlord and its representative may enter the Leased Property, at any reasonable time, for the purpose of inspecting the Leased Property, performing any work which the Landlord elects to undertake made necessary by reason of the Tenant's default under the terms of this lease, exhibiting the Leased Property for sale, lease, or mortgage financing, or posting notices of non-responsibility under any mechanic's lien law. Except in an emergency, the Landlord, while exercising this right of entry, will not interfere with the operations or business activities of the Tenant.

17. FIRE OR OTHER CASUALTY LOSS. In case of damage by fire or other casualty to the building in which the Leased Property is located, if the damage is so extensive as to amount practically to the total destruction of the Leased Property or of such building, this lease shall cease, and the Rent shall be apportioned to the time of the damage. In all other cases where the Leased Property is damaged by fire or other casualty without the fault of the Tenant, the Landlord shall repair the damage with reasonable dispatch, and if the damage has rendered the Leased Property untenable, in whole or in part, there shall be an apportionment of the Rent until the damage has been repaired. In determining what constitutes reasonable dispatch, consideration shall be given in delays caused by strikes, adjustment of insurance, and other causes beyond the Landlord's control.

18. INSURANCE.

(a) The Landlord shall keep the building containing the Leased Property insured against loss or damage by fire with all risk policy endorsement in an amount

sufficient to prevent the Landlord from becoming a co-insurer under the terms of the applicable policies but, in any event, in an amount not less than 80% of the full insurable value as determined from time to time. The term "full insurance value" shall mean actual replacement cost (exclusive of the cost of excavation, foundations, and footings below the basement floor) without deduction for physical depreciation. Such insurance shall be issued by financially responsible insurers duly authorized to do business in this state.

(b) During the term of this lease, the Tenant shall keep the Leased Property insured, at its sole cost and expense, against claims for personal injury or property damage under a policy of general public liability insurance, with limits of at least \$500,000 per occurrence with a general aggregate limit of \$1,000,000. Such policies shall name the Landlord and the Tenant as the insureds. Within ten (10) days after the date hereof, the Tenant shall deliver to the Landlord certificates of insurance certifying that such insurance is in full force and effect. On the anniversary date of such insurance policies thereafter, during the term of this lease, the Tenant shall deliver to the Landlord certificates of insurance certifying that such insurance is in full force and effect.

(c) The Tenant shall be responsible for insuring all of its personal property, furniture, fixtures and equipment located in the Leased Property in such amounts and upon such terms as it determines.

19. DENIAL OF SUBROGATION RIGHTS. The Landlord and the Tenant and all parties claiming under them hereby mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard covered by insurance on the Leased Property, or covered by insurance in connection with property on or activities conducted on the Leased Property regardless of the cause of the damage or loss.

20. TERMINATION OF LEASE UPON CONDEMNATION. If the Leased Property, or any part thereof, is taken by eminent domain, this lease shall expire on the date when the Leased Property shall be so taken, and the Rent shall be apportioned as of that date. No part of any award shall belong to the Tenant, except any portion of the award attributable to any trade fixtures or equipment of the Tenant taken by the public authority.

21. EASEMENTS. The Landlord shall have the right to grant easements in areas of the Leased Property for the installation of utilities, provided that the use of such easement areas for such purposes does not interfere substantially with the operation of the Tenant's business. The Tenant shall not be entitled to any compensation or abatement of the Rent if the use of such easement does not interfere substantially with the operations of the Tenant's business.

22. RIGHTS TO ASSIGN AND SUBLEASE. The Tenant may sublet all or portions of the Leased Property for the remainder of the term with the approval of the Landlord, which approval the Landlord shall not unreasonably withhold, provided that the business or occupation of the subtenant is not extra hazardous, disreputable, or illegal, and provided further that the Tenant shall remain primarily liable for the payments of the Rent herein reserved and for the performance of all the other terms of this lease required to be performed by the Tenant.

23. **NOTICE.** Any notice under this lease must be in writing and must be sent by registered or certified mail to the last address of the party to whom the notice is to be given, as designated by such party in writing. The Landlord hereby designates its address as 207 West Main Avenue, West Fargo, North Dakota 58078. The Tenant hereby designated its address as 109 3rd St E, West Fargo, North Dakota 58078.

24. **CONSTRUCTION.**

(a) This lease shall be governed by, construed and enforced in accordance with the laws of the State of North Dakota.

(b) The covenants, terms, conditions, provisions, and undertaking in this lease or in any renewals thereof shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto, as if they were in every case named and expressed, and shall be construed as covenants running with the land; and wherever reference is made to either of the parties hereto, it shall be held to include and apply also to the heirs, executors, administrators, successors, and assigns of such party, as if in each and every case so expressed.

(c) The parties agree to execute and deliver any instruments in writing necessary to carry out any agreement, term, condition, or assurance in this lease whenever occasion shall arise and request for such instruments shall be made.

(d) The specified remedies to which the Landlord may resort under the terms of this lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the Landlord may be lawfully entitled in case of any breach or threatened breach by the Tenant of any provision or provisions of this lease.

(e) This lease contains the entire agreement between the parties and cannot be changed or terminated orally.

(f) This lease may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

(g) If any provision of this lease shall be declared invalid or unenforceable, the remainder of this lease shall continue in full force and effect.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals as of the day and year first above written.

LANDLORD:

**WEST FARGO PUBLIC SCHOOL
DISTRICT NO. 6**



Its: President

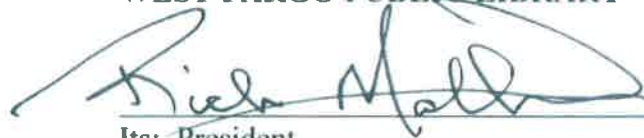
ATTEST:



Its: Business Manager

TENANT:

**CITY OF WEST FARGO
ON BEHALF OF THE
WEST FARGO PUBLIC LIBRARY**



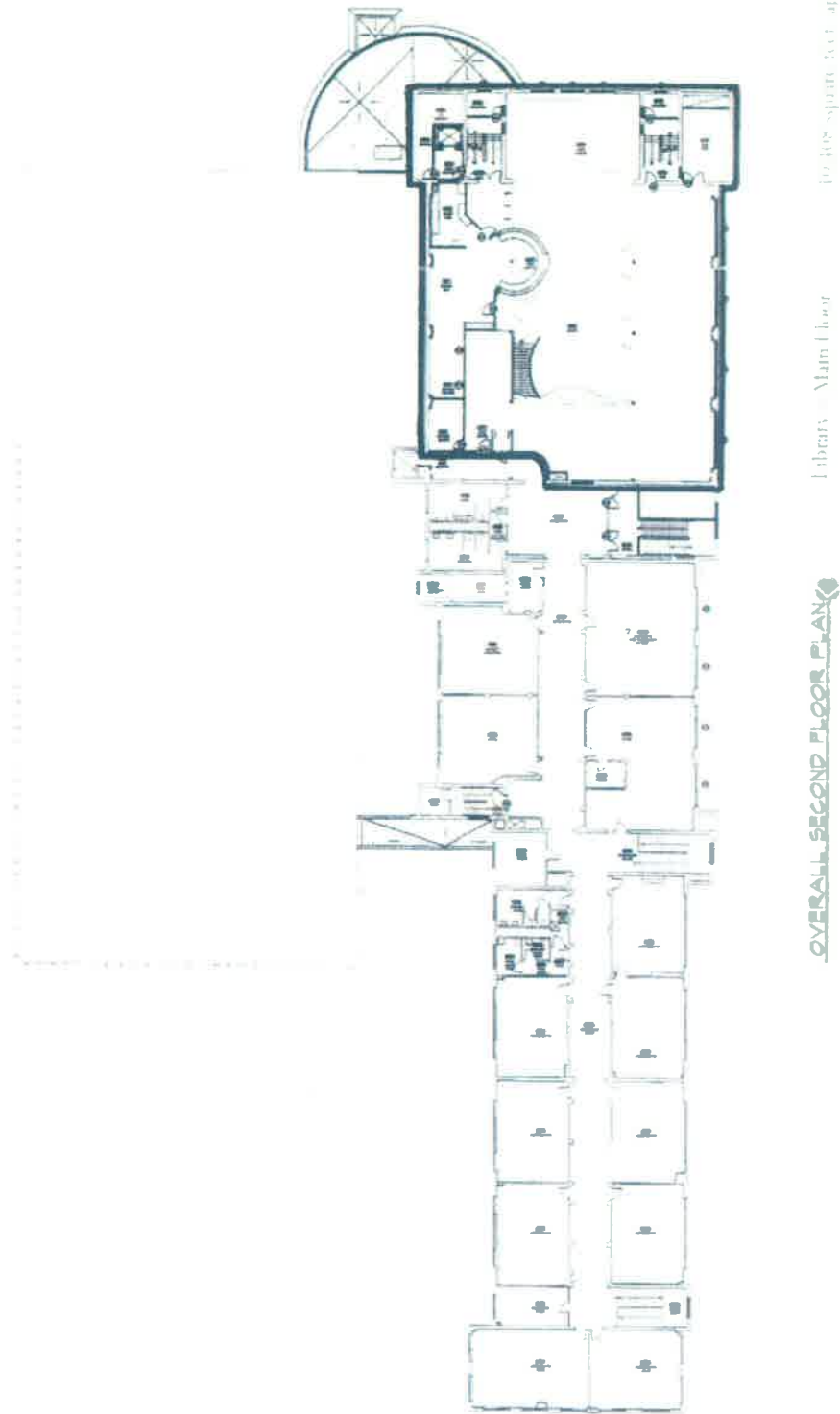
Its: President

ATTEST:



Its: City Auditor

EXHIBIT A
LEASED PROPERTY



LODOEN PUBLIC LIBRARY AND COMMUNITY CENTER
WEST FARGO, NORTH DAKOTA

SCALE $1:10^3 \times 10^3$

SECOND FLOOR DWG. OVERALL

www.pearsoned.com

Dr. J. H. P. M.

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE, made and entered into this 30th day of June, 2020, by and between **WEST FARGO PUBLIC SCHOOL DISTRICT NO. 6**, 207 West Main Avenue, West Fargo, North Dakota 58078, hereinafter called the "Landlord" and **CITY OF WEST FARGO ON BEHALF OF THE WEST FARGO PUBLIC LIBRARY**, 215 3rd Street East, West Fargo, North Dakota 58078, hereinafter called the "Tenant."

WHEREAS, the Landlord and Tenant entered into a Lease dated September 1, 2017 (the "Lease") for a portion of the Lodoen Center described in Exhibit A in the Lease (the "Leased Property") to be used as a public library; and

WHEREAS, Landlord and Tenant desire to change the responsibility for custodial services for the Leased Property from Landlord to Tenant and to reduce the annual rent paid by Tenant, and amend and change certain provisions of the Lease accordingly;

IT IS NOW, THEREFORE, AGREED by and between the parties hereto as follows:

1. Paragraph 4 of the Lease is hereby amended and restated as follows:

4. **Rent.** The Tenant shall pay to the Landlord annual rent of \$116,880.00 in lawful money of the United States, commencing July 1, 2020, in equal monthly installments of \$9,740.00 in advance, on the first day of each month throughout the term of this Lease (the "Rent").

The rent shall cover the Tenant's proportionate share of property taxes and assessments and the tenant's proportionate share of operating costs, including, but not limited to, common area maintenance and cleaning, electricity, water, sewer, heating and air-conditioning, snow removal, parking lot maintenance and repair (hereinafter called "Taxes and Operating Costs").

2. Paragraph 7 of the Lease is hereby amended and restated as follows:

7. **Cleaning of Leased Property.** During the term of this Lease the Tenant shall be responsible for all cleaning and custodial services for the Lease Property and shall keep the Lease Property in a neat, clean and sanitary condition free from waste and other debris. So long as Tenant is not in default hereunder, during the term of this Lease, Landlord shall provide to Tenant bathroom paper products and soap and continue to provide the cleaning supplies currently being provided to Tenant by Landlord.

3. All remaining provisions of the Lease shall remain in full force and effect without change or amendment.

IN WITNESS WHEREOF, Landlord and Tenant have caused this First Amendment to Lease to be duly executed by their duly authorized representatives as of the date first written above.

**WEST FARGO PUBLIC SCHOOL
DISTRICT NO. 6**

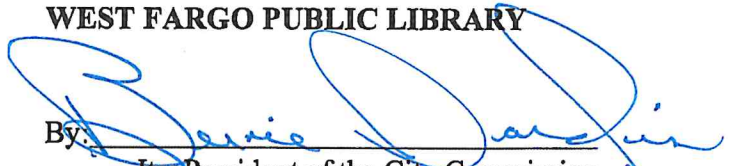
By: 
Its: President of the School Board

ATTEST:

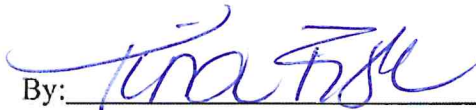
By: 
Its: Business Manager

TENANT:

**CITY OF WEST FARGO
ON BEHALF OF THE
WEST FARGO PUBLIC LIBRARY**

By: 
Its: President of the City Commission

ATTEST:

By: 
Its: City Auditor

ORDINANCE NO. 1205

AN ORDINANCE TO CREATE AND ENACT CHAPTER 1-10 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO RELATING TO THE AUTHORIZATION OF ANNUAL APPROPRIATIONS BONDS.

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

SECTION 1. Chapter 1-10 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby created and enacted to read as follows:

CHAPTER 1-10

ANNUAL APPROPRIATIONS BONDS

Sections:

1-1001. Annual Appropriations Bonds Authorized.

1-1001. ANNUAL APPROPRIATIONS BONDS AUTHORIZED. Pursuant to the provisions of the Home Rule Charter of the City of West Fargo, the City is hereby authorized, by resolution or resolutions of the Board of City Commissioners, to contract debts, borrow money, and issue bonds, warrants, or other obligations, subject to the provisions of this section, to pay the costs of the acquisition, construction, improvement, betterment, extension, and equipping of a public facility or undertaking, as determined by resolution of the Board of City Commissioners. The obligations issued hereunder may be in the form of bonds, notes, warrants, loan agreements, leases, installment sale contracts, or other contracts or obligations, including sale lease-back and lease lease-back financings.

Each obligation issued pursuant to this section shall provide that all payments of principal and interest, however designated, shall be subject to annual appropriation, or annual termination by a resolution of non-appropriation, by the Board of City Commissioners. Each obligation issued under this provision shall state that it is not a general obligation of the City to which the City's full faith and taxing power is pledged. Obligations may be sold at public or private sale, bear interest at fixed or variable rates, be in such principal amount, mature, or be subject to redemption on such dates, and contain such covenants or other terms

as authorized by resolution of the Board of City Commissioners. The Board of City Commissioners may secure, by resolution, the obligations issued hereunder with a pledge, mortgage lien, security interest, or lessor's interest in such property or revenues as determined by the Board of City Commissioners to be necessary or appropriate. The provisions of this section are in addition to, and not in limitation of, any other power or authority of the City pursuant to law or its Home Rule Charter to contract debts, borrow money, or issue bonds or other evidences of indebtedness.

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

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

ATTEST:

City Auditor

Date of First Reading:

Date of Second Reading
and Final Passage:

ORDINANCE NO. 1203

AN ORDINANCE TO AMEND AND REENACT SECTIONS 12-0601 (RELATING TO THE PENALTY FOR PROCURING TOBACCO PRODUCT FOR PERSON UNDER TWENTY-ONE YEARS OF AGE) AND 13-1403 (RELATING TO WRITTEN REPORT OF AN ACCIDENT TO STATE); TO CREATE SECTION 12-0405 (RELATING TO POSSESSION OF TETRAHYDROCANNABINOL); AND TO REPEAL IN THEIR ENTIRETY SECTIONS 12-0316 (RELATING TO SURREPTITIOUS INTRUSION OR INTERFERENCE WITH PRIVACY), 13-0801 (OPERATION OF MOTOR VEHICLE, TRACTOR OR OTHER VEHICLE PROHIBITED ON FLOOD PROTECTIVE WORKS: EXCEPTION) AND 13-1407 (RELATED TO FALSE REPORTS) OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO.

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

SECTION 1. Section 12-0601 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted as follows:

12-0601. PROCURING TOBACCO PRODUCT FOR PERSON UNDER TWENTY-ONE YEARS OF AGE - PENALTY. For the purpose of this section, the definitions in Section 10-0601 shall apply. It is an infraction for any person to sell or furnish to a person under twenty-one (21) years of age, or procure for a person under twenty-one (21) years of age, cigarettes, cigarette papers, cigars, e-cigarettes, electronic cigarettes, electronic smoking devices, snuff, or tobacco products in any other form in which it may be utilized for smoking or chewing. As used in this section, "sell" includes dispensing from a vending machine under the control of the actor. This section does not apply to a vending machine or other coin-operated machine that is permitted under section 10-0603.

SECTION 2. Section 13-1403 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted as follows:

13-1403. WRITTEN REPORT OF AN ACCIDENT TO STATE. The driver of a vehicle involved in an accident resulting in injury to or death of any person, or property damage to an apparent extent of at least \$4,000, shall immediately give notice of the accident to the local police department if the accident occurs within the municipality, otherwise to the office of the county sheriff or the state highway patrol. Any person who violates this section must be assessed a fine of \$50. The name of the motor vehicle insurance policy carrier and the policy number of the driver, or if the driver is not the owner of the vehicle, then the motor vehicle insurance policy carrier and the policy number of the owner of the vehicle, must be

furnished to the law enforcement officer investigating the accident. If the driver does not have the required information concerning insurance to furnish the investigating law enforcement officer, then within five (5) days of the accident the driver shall supply that information to the Driver's License Division in the form the Division requires. The director may suspend the license or permit to drive and any nonresident operating privileges of any person failing to comply with the duties as provided in Sections 39-08-06 through 39-08-09 of the North Dakota Century Code until those duties have been fulfilled, and the director may extend the suspension not to exceed thirty (30) days.

(Source: North Dakota Cent. Code § 39-08-09)

SECTION 3. Section 12-0405 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby enacted to read as follows:

12-0405. POSSESSION OF TETRAHYDROCANNABINOL.

1. It shall be unlawful to possess Tetrahydrocannabinol. A person in possession of Tetrahydrocannabinol:
 - a. In an amount less than two grams is guilty of an infraction.
 - b. At least two grams but not more than six grams of tetrahydrocannabinol is guilty of a class B misdemeanor.
2. Tetrahydrocannabinols, meaning tetrahydrocannabinols naturally contained in a plant of the genus Cannabis (cannabis plant), as well as synthetic equivalents of the substances contained in the cannabis plant, or in the resinous extractives of such plant, including synthetic substances, derivatives, and their isomers with similar chemical structure and pharmacological activity to those substances contained in the plant; such as the following:
 - a. Delta-1 cis or trans tetrahydrocannabinol, and their optical isomers. Other names: Delta-9-tetrahydrocannabinol.
 - b. Delta-6 cis or trans tetrahydrocannabinol, and their optical isomers. Other names: Delta-8-tetrahydrocannabinol.
 - c. Delta-3,4 cis or trans tetrahydrocannabinol, and its optical isomers. (Since nomenclature of these substances is not internationally standardized,

compounds of these structures, regardless of numerical designation of atomic positions covered.)

3. Tetrahydrocannabinols do not include:

- a. The allowable amount of total tetrahydrocannabinol found in hemp as defined in NDCC chapter 4.1-18.1; or
- b. A prescription drug approved by the United States food and drug administration under section 505 of the Federal Food, Drug, and Cosmetic Act [21 U.S.C. 355].

(NDCC 19-03.1-23(7); NDCC 19-03.1-05)

SECTION 4. Section 12-0316 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby repealed in its entirety and reserved for future use:

12-0316. **RESERVED FOR FUTURE USE.**

SECTION 5. Section 13-0801 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby repealed in its entirety and reserved for future use:

13-0801. **RESERVED FOR FUTURE USE.**

SECTION 6. Section 13-1407 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby repealed in its entirety and reserved for future use:

13-1407. **RESERVED FOR FUTURE USE.**

SECTION 7. 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: