



Meeting Items

- A. Call to Order
- B. Pledge of Allegiance
- C. Approve Order of Agenda
- D. Approval of Minutes -- April 3, 2023 (Pages 3-6)
- E. Building Permits (Pages 7-8)

Consent Agenda - Approve the Following:

- a. Bills (Pages 9-52)
- b. Project 2272 – (Concrete Pavement Repair)
 - Authorize Notice to Proceed; and Adopt Resolution Approving Contract and Contractor's Bond (Pages 53-56)
- c. Project No. 1342 – Sanitary Lift Station Rehabilitation
 - Approve Change Order No. 1 (Pages 57-61)
- d. MSA with Bolton & Menk
 - Approve a Master Service Agreement with Bolton & Menk (Pages 62-98)
- e. Mosquito Spraying Agreement between Airborne Vector Control, LLC. and the City of West Fargo effective May 1, 2023 through November 1, 2025 (Pages 99-106)
- f. Appointment of Planning & Zoning Commissioner Kathi Schwan (Pages 107-110)
- g. Reappointment of Special Assessment Committee Member, Elliot Steinbrink (previously finished out the term for Commissioner Roben Anderson)

Regular Agenda

- 1. Board of Equalization (Pages 111)
 - 1-1. Reconvene Local Board of Equalization
 - 1-2. Approve minutes from 2022
 - 1-3. Vote on values as presented
 - 1-4. Adjourn as Local Board of Equalization
- 2. Board of Adjustments - Saucke Subdivision, Request for Variance -- Lisa Sankey, Planner (Pages 112-120)
- 3. Dakota Territory 14th Addition, Approval of Detailed Development Plans for PUD Amendment -- Lisa Sankey, Planner (Pages 121-143)
- 4. Presentation of the City of West Fargo Police Department 2022 Annual Report -- Denis Otterness, Chief of Police (Pages 144-182)
- 5. Body-Worn Camera Program Update -- Denis Otterness, Chief of Police (Pages 183-186)

6. Improvement District No. 2271 (7th Ave NW and 5th St Ct NW) -- Dan Hanson, City Engineer
 - Accept Bids and Award Contract (Pages 187-207)
7. 23rd Ave S and Bluestem Dr E – Intersection Modifications and Traffic Signal Improvements -- Dan Hanson, City Engineer
 - Create Project No. 2273, Direct and Approve Engineer's Report; and Direct Engineer to prepare both a Task Order for Basic Services and Plans and Specifications (Pages 208-215)
8. Update on backyard chicken keeping for residential properties -- Commissioner Roben Anderson
9. City Administrator's Report -- Dustin Scott, Assistant City Administrator
10. Correspondence
11. Non-Agenda Items
12. Adjourn



West Fargo City Commission Meeting
Monday, April 3, 2023
Commission Chambers 5:30 PM

The West Fargo City Commission met on Monday, April 3, 2023, at 5:30 p.m. Those present were Commissioners Bernie Dardis, Brad Olson and Mandy George. Roben Anderson and Mark Simmons, were present via Zoom. President of the Board Bernie Dardis called the meeting to order at 5:30 p.m.

Commissioner Olson moved and Commissioner George seconded to approve the order of the agenda as distributed with the regular agenda item number thirteen being withdrawn from the agenda. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Commissioner Olson moved and Commissioner Anderson seconded to approve the minutes from April 20, 2023 as presented. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

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

Commissioner Olson moved and Commissioner George seconded to approve the consent agenda as presented.

- a. Bills (Pages 10-40)
- b. Kost 4th Addition
 - Approval of Final Plat (Pages 41-46)
- c. Gaming Site Authorization for West Fargo Baseball, Inc. Games to be conducted Bingo, Raffles, Pull Tab Jar, Pull Tab Dispensing Device, Electronic Pull Device, Prize Board, Sports Pool and Twenty-One at Barcode at 835 23rd Ave E (Page 47)
- d. Gaming Site Authorization for EPIC Charities, Inc. Games to be conducted: Electronic Pull Tab Device from July 1, 2023 through June 30, 2024 at Spicy Pie West Fargo at 745 31st Avenue East, Suite 110 (Pages 48-49)

Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Betty Adams, Library Director appeared before the Commission to request approval of intended actions by the Library Board and Staff in the event of HB 1205 and SB 2360 becoming law. Following discussion, Commissioner George moved and Commissioner Olson seconded to approve the intended actions by the Library Board and Staff in the event of HB 1205 and SB 2360 becoming law. No Commissioners present voted nay, the motion was declared carried.



West Fargo City Commission Meeting
Monday, April 3, 2023
Commission Chambers 5:30 PM

Aaron Nelson, Planning and Zoning Director appeared before the Commission to request approval of the Neighborhood Revitalization Program renewal with Gate City Bank. Following discussion, Commissioner Olson moved and Commissioner George seconded to approve the Neighborhood Revitalization Program renewal with Gate City Bank. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Lisa Sankey, Planner appeared before the Commission for the Saucke Subdivision; approval of Final Plat & Conditional Use Permit. Following discussion, Commissioner George moved and Commissioner Anderson seconded to approve the Saucke Subdivision; approval of Final Plat & Conditional Use Permit. Commissioners George, Anderson, Simmons, and Dardis voted aye. Commissioner Olson voted nay, the motion was declared carried.

Lisa Sankey, Planner appeared before the Commission for the Sukut's 6th Addition; approval of deed and Final Plat. Following discussion, Commissioner Simmons moved and Commissioner Olson seconded to approve Sukut's 6th Addition; approval of deed and Final Plat. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Aaron Nelson, Planning and Zoning Director appeared before the Commission for the Downtown Master Plan; approval of project contract. Following discussion, Commissioner George moved and Commissioner Anderson seconded to approve the Downtown Master Plan; approval of project contract Commissioners George, Anderson, Olson, and Dardis voted aye. Commissioner Simmons voted nay, the motion was declared carried.

Denis Otterness, Chief of Police appeared before the Commission for the request to create Community Service Officer Tuition Reimbursement Program; Commission approval of Expenditure. Following discussion, Commissioner Simmons moved and Commissioner Olson seconded to approve the request to create Community Service Officer Tuition Reimbursement Program; Commission approval of Expenditure. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Denis Otterness, Chief of Police appeared before the Commission to request approval of the Youthworks M.O.U.; Commission approval of 2023 Youthworks M.O.U. Following discussion, Commissioner Simmons moved and Commissioner Olson seconded to approve the request of the Youthworks M.O.U.; Commission approval of 2023 Youthworks M.O.U. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.



West Fargo City Commission Meeting
Monday, April 3, 2023
Commission Chambers 5:30 PM

Pierre Freeman, Emergency Manager and Matt Andvik, Public Works Director appeared before the Commission to give updates on the Spring Melt Preparations. An Emergency Declaration was brought forward for consideration of approval in regards to. Following discussion, Commissioner Olson moved and Commissioner George seconded to approve the Emergency Declaration as presented. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Matt Andvik, Public Works Director appeared before the Commission to request approval of the tree planting contract for Sheyenne Street. Following discussion, Commissioner Olson moved and Commissioner Anderson seconded to approve the tree planting contract for Sheyenne Street with Green Earth LLC. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Dan Hanson, City Engineer appeared before the Commission to request approval of Improvement District No. 2270 (Traffic Signal at 9th St W and 32nd Ave W); accept Bids and Award Contract. Following discussion, Commissioner Simmons moved and Commissioner Olson seconded to approve the Improvement District No. 2270 (Traffic Signal at 9th St W and 32nd Ave W); accept Bids and Award Contract. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Dan Hanson, City Engineer appeared before the Commission to request approval of the Multi-Use Path from Eaglewood Park to The Lights; create Project No. 6058, approve Engineer's Report; and direct Engineer to prepare Plans and Specifications. Following discussion, Commissioner Simmons moved and Commissioner Anderson seconded to approve Multi-Use Path from Eaglewood Park to The Lights; create Project No. 6058, approve Engineer's Report; and direct Engineer to prepare Plans and Specifications. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

John Shockley, City Attorney appeared before the Commission to request approval of the Proposed Ordinance No. 1223 relating to setting the fees for garbage collection by resolution. Following discussion, Commissioner Simmons moved and Commissioner Olson seconded to approve the Proposed Ordinance No. 1223 relating to setting the fees for garbage collection by resolution. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Regular Agenda item number 13. Request to approve the 2023 Aerial Mosquito Control Contract & Documentation, was removed from the agenda.



West Fargo City Commission Meeting
Monday, April 3, 2023
Commission Chambers 5:30 PM

Dustin Scott, Assistant City Administrator appeared before the Commission to request approval of the City of West Fargo Finance Department Support Agreement. Following discussion, Commissioner Simmons moved and Commissioner George seconded to approve the City of West Fargo Finance Department Support Agreement. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

John Shockley, City Attorney appeared before the Commission to review the memo regarding City Administrator hiring options and approve recommendation. Following discussion, Commissioner Olson moved and Commissioner George seconded to approve moving forward looking at options for an outside source for recruitment of the City Administrator. Commissioners George, Anderson, Olson, and Dardis voted aye. Commissioner Simmons voted nay, the motion was declared carried.

In regards to the Administrator's Report, Dustin Scott, Assistant City Administrator appeared before the Commission:

1. Upcoming Storm
2. Judge Barkus requested to cancel court for Wednesday, April 5
3. Update in regards to the RFP with the P3 development

There was no correspondence.

In regards to non-agenda items, Dan Hanson, City Engineer wanted to clarify that regular agenda 11 was motioned correctly "Create Project No. 6058, Approve Engineer's Report; and Direct Engineer to prepare Plans and Specifications". Commissioners George, Anderson, Olson, Simmons, and Dardis approved the clarification. No Commissioners present denied the clarification, the motion was declared amended.

Commissioner Simmons moved and Commissioner Olson seconded to adjourn the meeting. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the meeting adjourned at 7:05 p.m.

Bernie Dardis, Commission President

Dustin Scott, Assistant City Administrator

**WEST FARGO CITY COMMISSION MEETING
BUILDING DEPARTMENT ACTIVITY REPORT
4/17/2023**

	AS OF 4/14/2023			YEAR TO DATE		
	# PERMITS	# UNITS	VALUATION	# PERMITS	# UNITS	VALUATION
<u>BUILDING NEW</u>						
COMMERCIAL				1		\$ 1,450,000.00
RESIDENTIAL DWELLING	3	3	\$ 767,730.00	24	24	\$ 8,078,924.00
RESIDENTIAL TWINHOME						
RESIDENTIAL TOWNHOME						
RESIDENTIAL MULTIPLE						
PUBLIC						
CHURCH						
ACCESSORY				8		\$ 97,960.00
FOUNDATION ONLY						
<u>BUILDING REMODEL</u>						
COMMERCIAL	1		\$ 180,000.00	8		\$ 2,340,000.00
RESIDENTIAL	5		\$ 158,582.00	22		\$ 566,608.00
PUBLIC				1		\$ 141,652.00
CHURCH						
ACCESSORY						
<u>BUILDING OTHER</u>						
DEMOLITION				2		\$ 60,000.00
MOVE						
PERMIT CANCELLATION						
TOTALS	9	3	\$ 1,106,312.00	66	24	\$ 12,735,144.00

Building Department Report - Summary

NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
230168	Judith & Thomas Afdahl	1111 Commander Drive West	Judith & Thomas Afdahl	\$ 30,000.00	Remodel - Residential - Lower Level Finish
230167	Leah & Jeffrey Dalton	733 Albert Drive West	Leah & Jeffrey Dalton	\$ 12,000.00	Remodel - Residential - Lower Level Finish
230171	Chris Johnston	619 10th Avenue West	Chris Johnston	\$ 5,582.00	Remodel - Residential - piers
230178	Designer Homes	5809 Ellis Drive West	Westport Investments, LLC	\$ 322,730.00	Residential Dwelling
230177	Shelly & Seth Lachowitzer	3008 3rd Street East	Shelly & Seth Lachowitzer	\$ 5,000.00	Remodel - Residential - Lower Level Finish
230179	Jordahl Custom Homes	874 60th Avenue West	Jordahl Custom Homes	\$ 225,000.00	Residential Dwelling
230181	Jordahl Custom Homes	1180 Marlys Drive West	Jordahl Custom Homes	\$ 220,000.00	Residential Dwelling
230185	Magnum Custom Homes	123 25th Avenue East	Colin Johnson	\$ 106,000.00	Remodel - Residential - Lower Level Finish
230187	Meinecke-Johnson Company	110 Main Avenue East	Thai Orchid Properties	\$ 180,000.00	Remodel - Commercial - Restaurant

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CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 04/03/23 to 04/14/23

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* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
109921		2954 A-OX WELDING SUPPLY CO INC	34.32						
1	1293020	03/13/23 HEATING NOZZLE	170.00			1000 455000	432		101000
2	1294256	03/20/23 PROPANE	28.29			1000 430000	722		101000
3	1294412	03/21/23 PROPANE	17.50			1000 430000	722		101000
4	92677	09/13/21 CREDIT	-52.97			1000 455000	432		101000
5	1224684	02/02/22 CREDIT	-128.50			1000 455000	432		101000
		Total for Vendor:	34.32						
110014		1187 A1 RADIATOR SALES & REPAIR	475.00						
1	15275	03/30/23 358 RADIATOR REPAIR	475.00			1000 430000	427		101000
		Total for Vendor:	475.00						
109946		289 ACME TOOLS	55.99						
1	11114817	03/30/23 DOMINATOR SET	55.99			6025 450000	432		101000
		Total for Vendor:	55.99						
109853		4047 ACROSS THE STREET PRODUCTIONS	4,500.00						
1	14437	04/06/23 M Berg-Train the trainer cours	4,500.00			2060 415200	245		101000
		Total for Vendor:	4,500.00						
110032		3179 ADVANCED ENGINEERING &	1,852.50						
1	86523	04/11/23 IC SYSTEM SERVICES	1,852.50			6025 450000	430		101000
		Total for Vendor:	1,852.50						
109952		3888 ALL SEASONS MECHANICAL, INC.	1,330.00						
1	56999	03/30/23 LIFT STATION HVAC REPAIR	760.00			6025 450000	825		101000
2	57945	03/30/23 LIFT STATION HVAC REPAIR	340.00			6025 450000	825		101000
3	57946	03/30/23 LIFT STATION HVAC REPAIR	230.00			6025 450000	825		101000
110001		3888 ALL SEASONS MECHANICAL, INC.	615.00						
1	031623	03/30/23 INDUCER MOTOR REPAIR	615.00			6010 450200	420		101000
		Total for Vendor:	1,945.00						

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110013		2947 ALLSTATE PETERBILT OF FARGO	216.10						
1	4004362038	03/31/23 7045 KIT PIN	216.10			4387 480000	427		101000
		Total for Vendor:	216.10						
110010		317 AMERICAN WELDING & GAS, INC.	67.12						
1	09169958	03/08/23 02 CYLANDER	67.12			1000 430000	433		101000
		Total for Vendor:	67.12						
110025		3383 ANDREW WRUCKE	38.50						
1	04/13/23	ND Asphalt Conference Per Diem	38.50			1000 414200	340		101000
		Total for Vendor:	38.50						
109861	-99741E	4672 ASSURE PAYROLL TAX MANAGEMENT	194,519.00						
1	04/07/23	Social Security	90,523.10			1000 212501			101000
2	04/07/23	Medicare	21,170.62			1000 212502			101000
3	04/07/23	Federal Income Tax	71,831.28			1000 212503			101000
4	04/07/23	ND State Tax	7,348.00			1000 212504			101000
5	04/07/23	MN State Tax	3,646.00			1000 212505			101000
		Total for Vendor:	194,519.00						
109967		2931 AUTO VALUE PARTS STORES	166.08						
1	99193229	03/22/23 HARDWARE	9.23			1000 455000	432		101000
2	99195764	04/06/23 SHOP SUPPLIES	66.60			1000 455000	433		101000
3	99195431	04/04/23 FILTERS	6.52			1000 430000	427		101000
4	99195429	04/04/23 OIL FLEET	28.17			6010 450200	427		101000
5	99195761	04/06/23 7020 GASKET MAKING MATERIAL	11.99			4387 480000	427		101000
6	99195799	04/06/23 HEX BIT	5.14			1000 455000	433		101000
7	99195434	04/04/23 OIL FILTERS	3.26			1000 421000	427		101000
8	99195432	04/04/23 OIL FILTERS	3.26			6025 450000	427		101000
9	99190336	03/06/23 OIL	31.91			1000 430000	427		101000
109995		2931 AUTO VALUE PARTS STORES	1,182.12						
1	99196498	04/11/23 OIL FILTERS	9.78			1000 421000	427		101000
2	99196496	04/11/23 OIL FILTER	10.19			1000 455000	427		101000
3	99196618	04/11/23 GM MASTER OV	681.83			6020 450000	427		101000
4	99196497	04/11/23 FUEL FLEET	31.84			1000 430000	427		101000

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5	99196332	04/10/23 PIPE EXPANDER	68.99			1000	455000	432	101000
6	99197096	04/13/23 CLAMSHELL STD OPEN/AXEL SHAF	379.49			6020	450000	427	101000
		Total for Vendor:	1,348.20						
109928		1695 BAKER & TAYLOR	1,749.14						
1	2037400833	03/23/23 BOOKS	62.86			7000	411600	662	101000
2	2037392505	03/27/23 BOOKS	442.06			7000	411600	662	101000
3	2037407870	03/29/23 BOOKS	826.61			7000	411600	662	101000
4	2037412860	03/29/23 BOOKS	417.61			7000	411600	662	101000
		Total for Vendor:	1,749.14						
109796		3273 BERNIE DARDIS	297.86						
1	03/28/23	Legislative Travel Reimburseme	297.86			1000	415000	340	101000
		Total for Vendor:	297.86						
109893		36 BERT'S TRUCK EQUIPMENT	1,310.09						
1	97243	03/30/23 3039 PUSHBEAM ASSEMBLY	1,310.09			1000	430000	427	101000
		Total for Vendor:	1,310.09						
109916		1127 BIRSCHBACH EQUIPMENT & SUPPLY	348.50						
1	008152	03/30/23 MECHANICAL SEAL KIT	348.50			6020	450000	427	101000
		Total for Vendor:	348.50						
109775	-99755E	3552 BLUE CROSS BLUE	273,925.20						
1	02/17/23	March 2023 Premium	273,925.20			1000	212539		101000
109860	-99742E	3552 BLUE CROSS BLUE	269,398.00						
1	04/07/23	April 2023 Premium	269,398.00			1000	212539		101000
		Total for Vendor:	543,323.20						
109805		4165 BOBBI JO NOBLES	593.00						
1	04/06/23	meal reimb	593.00			1000	421000	340	101000
		Total for Vendor:	593.00						

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109863		3489 BOLTON & MENK, INC	726.00						
1	0T4.123641	03/23/23 Signal Timing Plans	726.00			1000 430000	487		101000
		Total for Vendor:	726.00						
109990		26 BORDER STATES INDUSTRIES INC	1,105.04						
1	926093234	04/10/23 32PT ML 1400 AC IN	1,105.04			6025 450000	826		101000
		Total for Vendor:	1,105.04						
109855		3512 BOUND TREE MEDICAL, LLC	212.94						
1	84903989	03/27/23 First Aide Cabinet-N & S Sta	72.80			2060 415200	420		101000
2	84905618	03/28/23 First Aide Cabinet-N&S Stati	38.54			2060 415200	420		101000
3	84910498	03/31/23 Medical Supplies	36.53			2060 415200	500		101000
4	84911989	04/03/23 Medical Supplies	65.07			2060 415200	500		101000
		Total for Vendor:	212.94						
109964		4290 BRANDON BAHR	38.50						
1	04/13/23	ND Asphalt Conference Per Diem	38.50			1000 414200	340		101000
		Total for Vendor:	38.50						
109847		73 BRAUN INTERTEC	1,880.25						
1	B335509	03/15/23 4795	1,880.25			4795 480000	670		101000
		Total for Vendor:	1,880.25						
109874		652 BRENCO CORPORATION	91.00						
1	0128328	03/04/23 TOOTHED BELT/MICRO SWITCH	91.00			1000 455000	420		101000
109951		652 BRENCO CORPORATION	62.37						
1	0128297	04/03/23 TORNADO POWER CORD	62.37			1000 455000	420		101000
		Total for Vendor:	153.37						
109908		3892 BURGGRAF'S ACE FARGO WEST #17458	38.98						
1	2147	03/09/23 RATCHET	38.98			1000 430000	432		101000

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109997		3892 BURGGRAP'S ACE FARGO WEST #17458	84.95						
1	2231 04/12/23	CONTRACTOR BAGS	84.95			1000 430001	358		101000
		Total for Vendor:	123.93						
109906		351 BUSINESS ESSENTIALS	133.74						
1	W012379651 04/10/23	OFFICE SUPPLIES	133.74			7000 411600	410		101000
		Total for Vendor:	133.74						
109968		39 BUTLER MACHINERY	750.78						
1	PS0612069 03/30/23	3030 STRAINER/AIR FILTER	519.81			1000 430000	427		101000
2	PS0612148 03/31/23	380 CABLE	230.97			1000 430000	427		101000
		Total for Vendor:	750.78						
109857		4788 CAMELOT CLEANERS	41.00						
1	23080-895 03/24/23	Dryclean K Frost Class A's	20.50			2060 415200	422		101000
2	23094-275 04/11/23	Dryclean D Fuller Class A's	20.50			2060 415200	422		101000
		Total for Vendor:	41.00						
109865		4508 CARE RESOURCE CONNECTION	6,000.00						
1	2402 04/05/23	March 1, through March 31	3,000.00			2060 415200	307		101000
2	2403 04/05/23	April 1 through April 30 2023	3,000.00			2060 415200	307		101000
		Total for Vendor:	6,000.00						
109827	106963S	51 CASS COUNTY ELECTRIC COOP	278.83						
1	03/06/23	Airport Electric	278.83			7050 500000	420		101000
109873		51 CASS COUNTY ELECTRIC COOP	1,936.61						
1	1090222 04/01/23	1090222 SS March Utilities	1,936.61			2060 415200	527		101000
109961		51 CASS COUNTY ELECTRIC COOP	709.26						
1	04/05/23	WF Airport	709.26			7050 500000	420		101000
		Total for Vendor:	2,924.70						

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109942		4108 CED	232.90						
1	3481020222	03/30/23 SGL FCE DC EXIT SIGN	232.90			1000 455000	420		101000
		Total for Vendor:	232.90						
109920		1623 CENGAGE GALE	1,901.80						
1	81003124	04/04/23 BOOKS	49.68			7000 411600	662		101000
2	80997232	04/03/23 BOOKS	108.44			7000 411600	662		101000
3	80978245	03/29/23 BOOKS	1,743.68			7000 411600	662		101000
		Total for Vendor:	1,901.80						
110008		2429 CERTIFIED LABORATORIES	745.95						
1	8183570	04/04/23 PENTRA FORM AEROSOL	745.95			1000 455000	433		101000
		Total for Vendor:	745.95						
109915		4445 CHICAGO DISTRIBUTION CENTER	75.64						
1	11817277	04/03/23 PROFESSIONAL PUBLICATIONS	75.64			7000 411600	648		101000
		Total for Vendor:	75.64						
109988		2392 CHOICE FINANCIAL	20,028.16						
1	S2176	PAYMENT 10	9,258.57			2210 428000	657		101000
2	S2176	BUYOUT	1.00			2210 428000	657		101000
3	S2172	PAYMENT 10	9,936.40			2210 428000	657		101000
4	S2172	BUYOUT	1.00			2210 428000	657		101000
5	S2171	PAYMENT 10	830.19			2210 428000	657		101000
6	S2171	BUYOUT	1.00			2210 428000	657		101000
		Total for Vendor:	20,028.16						
110012		3216 CINTAS	80.99						
1	415317025	04/03/23 SHOP TOWELS	80.99			1000 455000	433		101000
		Total for Vendor:	80.99						
109898		111 CITY OF FARGO	45,685.23						
1	437318	04/06/23 LANDFILL FEES	23,102.49			6010 450200	355		101000
2	436805	03/29/23 LANDFILL FEES	22,582.74			6010 450200	355		101000

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109949		111 CITY OF FARGO	560.00								
1	436806	03/29/23 WATER TESTING	560.00			6020		450000	335		101000
		Total for Vendor:	46,245.23								
109798		3167 City of West Fargo	73.00								
1	03/22/23	WF Airport Garbage	73.00			7050		500000	420		101000
		Total for Vendor:	73.00								
109875		229 CONSOLIDATED COMMUNICATIONS	141.03								
1	7014335381	04/01/23 701 433 5381/0 March telep	141.03			2060		415200	356		101000
		Total for Vendor:	141.03								
109901		3245 CORE & MAIN	3,117.72								
1	S627302	04/05/23 PULSE CABLE	3,117.72			6020		450000	429		101000
109950		3245 CORE & MAIN	590.50								
1	S604744	03/31/23 MUNNEY BALL RETRIEVAL LINES	590.50			6025		450000	439		101000
110030		3245 CORE & MAIN	97.38								
1	S669649	04/13/23 VALVES/NIPPLES	97.38			6025		450000	439		101000
		Total for Vendor:	3,805.60								
109836		4457 CWD CASH-WA DISTRIBUTING	125.69								
1	4072023	04/04/23 n2u ice cream	125.69			2500		415000	945		101000
		Total for Vendor:	125.69								
110011		1675 DAKOTA FLUID POWER, INC	160.21								
1	7059011	03/30/23 HARDWARE	85.34			1000		430000	427		101000
2	7061569	04/06/23 HARDWARE	74.87			1000		430001	427		101000
		Total for Vendor:	160.21								
109996		79 DAKOTA HOSE & EQUIP	245.56								
1	3178904	04/12/23 HOSES	245.56			6020		450000	427		101000
		Total for Vendor:	245.56								

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109876		87 DAKOTA TIRE	71.12								
1	930460	04/03/23 Lawn Mower-tire repair	28.99			2060		415200	427		101000
2	930469	04/04/23 B-75 oil change	42.13			2060		415200	427		101000
		Total for Vendor:	71.12								
109809		856 DAVE'S WEST FARGO TIRE	23.75								
1	117980	03/23/23 #1201 tire repair	23.75			1000		421000	427		101000
109816		856 DAVE'S WEST FARGO TIRE	56.95								
1	117991	03/23/23 #1188 tire repair	56.95			1000		421000	427		101000
		Total for Vendor:	80.70								
109986		2377 DAVID SAPP	124.55								
1	04/13/23	Travel WF to Des Moines B-75	124.55			2060		415200	610		101000
		Total for Vendor:	124.55								
109782	106933S	2948 DELTA 54 AVIATION LLC	1,800.00								
1	03/30/23	Snow removal overage	1,800.00			7050		500000	420		101000
109962		2948 DELTA 54 AVIATION LLC	3,600.00								
1	April 23	04/12/23 Management fee	3,600.00			7050		500000	307		101000
		Total for Vendor:	5,400.00								
109917		77 DEMCO INC	117.68								
1	7283708	03/27/23 OFFICE SUPPLIES	82.76			7000		411600	410		101000
2	7284289	03/28/23 OFFICE SUPPLIES	34.92			7000		411600	410		101000
		Total for Vendor:	117.68								
109911		2225 DTN, LLC	465.00								
1	6284932	04/07/23 WEATHER BILLING	465.00			1000		450000	497		101000
		Total for Vendor:	465.00								
110021		2100 EAGLE RUN CROSSING LLC	2,746.72								
1	1795	04/06/23 5419 DIESEL	37.83			1000		430001	424		101000
2	8324	04/06/23 5419 DIESEL	35.22			1000		430001	424		101000
3	1989	04/07/23 5419 DIESEL	40.00			1000		430001	424		101000

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4	2049 04/07/23	5419 DIESEL	36.98			1000 430001	424		101000
5	8570 04/07/23	5400 DIESEL	31.56			1000 430001	424		101000
6	8636 04/07/23	5400 DIESEL	33.02			1000 430001	424		101000
7	1589 04/05/23	5400 DIESEL	16.57			1000 430001	424		101000
8	9849 03/31/23	5419 DIESEL	31.30			1000 430001	424		101000
9	881 04/03/23	294 DIESEL	113.24			6020 450000	424		101000
10	9842 04/12/23	294 DIESEL	88.71			6020 450000	424		101000
11	1424 04/05/23	3166 DIESEL	209.47			1000 430000	424		101000
12	3551 04/12/23	7701 DIESEL	170.19			6025 450000	424		101000
13	1334 04/05/23	RENTAL DIESEL	203.63			1000 430000	424		101000
14	1332 04/05/23	RENTAL DIESEL	162.27			1000 430000	424		101000
15	1379 04/05/23	RENTAL DIESEL	257.90			1000 430000	424		101000
16	1435 04/05/23	RENTAL DIESEL	215.30			1000 430000	424		101000
17	7022 03/31/23	RENTAL DIESEL	291.82			1000 430000	424		101000
18	9948 03/31/23	RENTAL DIESEL	292.20			1000 430000	424		101000
19	9163 03/29/23	RENTAL DIESEL	277.59			1000 430000	424		101000
20	1459 04/05/23	RENTAL DIESEL	201.92			1000 430000	424		101000
Total for Vendor:			2,746.72						
109887	4049 EAPC ARCHITECTS ENGINEERS		15,680.00						
1	53886 04/04/23	02-26-23 through 03-25-2023	10,125.00			4795 480000	670		101000
2	53887 04/04/23	WFRGO Fire Furniture Pkg	5,555.00			4795 480000	670		101000
Total for Vendor:			15,680.00						
109804	1502 EIDE BAILLY		540.00						
1	1482295 03/31/23	PW Sewer Background Checks	160.00			6025 450000	399		101000
2	1482295 03/31/23	Engineering Background Checks	260.00			1000 414200	399		101000
3	1482295 03/31/23	PD Background Checks	20.00			1000 421000	399		101000
4	1482295 03/31/23	PW Sanitation Background Chec	100.00			6010 450200	399		101000
Total for Vendor:			540.00						
109930	2089 ENVISIONWARE, INC		3,941.81						
1	INVUS61178 09/01/22	TECHNOLOGY	2,757.41			7000 411600	497		101000
2	INVUS53238 06/01/21	TECHNOLOGY	1,184.40			7000 411600	497		101000
Total for Vendor:			3,941.81						

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109891		2862 ESSENTIA HEALTH	5,219.22						
1	04.2023.1	04/11/23 Cardiac Screening N Withnel	768.87			2060 415200	996		101000
2	04.2023.2	04/11/23 Cardiac Screening D Sapp	754.87			2060 415200	996		101000
3	04.2023.3	04/11/23 Cardiac Screening M Ventin	676.00			2060 415200	996		101000
4	04.2023.4	04/11/23 Cardiac Screening D Fuller	754.87			2060 415200	996		101000
5	04.2023.5	04/11/23 Cardiac Screening K Miller	754.87			2060 415200	996		101000
6	04.2023.6	04/11/23 Cardiac Screening M Obach	754.87			2060 415200	996		101000
7	04.2023.7	04/11/23 Cardiac Screening S Roth	754.87			2060 415200	996		101000
		Total for Vendor:	5,219.22						
109981		3344 FACTORY MOTOR PARTS	539.60						
1	18547515	04/12/23 SHOP TOWELS	539.60			1000 455000	433		101000
		Total for Vendor:	539.60						
109889		3420 FARGO APPAREL	125.00						
1	23030	04/10/23 Good Samaritan Award EM	125.00			1000 415000	410		101000
		Total for Vendor:	125.00						
109919		660 FARGO FREIGHTLINER	139.73						
1	X101112675	03/31/23 3100 VALVE/SENSOR	139.73			1000 430000	427		101000
		Total for Vendor:	139.73						
110007		1648 FARSTAD OIL, INC	204.60						
1	39946923	04/04/23 RIDGELINE DEF	204.60			1000 430000	424		101000
		Total for Vendor:	204.60						
109872		151 FEDERAL EXPRESS	20.40						
1	807662043	03/22/23 pkg mailed	5.08			1000 421000	661		101000
2	809025332	04/05/23 pkg mailed	10.17			1000 421000	661		101000
4	809837742	04/12/23 pkg mailed	5.15			1000 421000	661		101000
		Total for Vendor:	20.40						
109842		4810 FOX VALLEY TECHNICAL COLLEGE	1,150.00						
1	04/10/23	registration for two	1,150.00			1000 421000	340		101000
	tpb0000812043								
		Total for Vendor:	1,150.00						

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109886		1593 FRONTIER PRECISION, INC	6,255.00								
1	26887	02/08/23 TRIMBLE R2 UPGRADE	6,255.00			6020		450000	497		101000
		Total for Vendor:	6,255.00								
109831		155 GALLS, LLC	3,518.32								
1	023847524	03/14/23 pants for k. johnson	162.00			1000		421000	422		101000
2	023875644	03/16/23 flashlight for young	124.99			1000		421000	422		101000
3	023907034	03/20/23 shirt for young	78.69			1000		421000	422		101000
4	023914966	03/21/23 equip for ackerman	153.15			1000		421000	422		101000
5	023914967	03/21/23 equip for heyerman	287.08			1000		421000	422		101000
6	023928202	03/22/23 boots for anderson	162.00			1000		421000	422		101000
7	023820651	03/10/23 speed plate for new officer	213.00			1000		421000	641		101000
8	023820650	03/10/23 speed plate for new officer	213.00			1000		421000	641		101000
9	023937688	03/22/23 respirator for new officer	437.40			1000		421000	641		101000
10	023928055	03/22/23 new officer bushaw	411.49			1000		421000	422		101000
11	023909812	03/20/23 respirator for new officer	437.40			1000		421000	641		101000
12	023907052	03/20/23 shirt for new officer	137.42			1000		421000	422		101000
13	023907050	03/20/23 shirt for new officer	74.87			1000		421000	422		101000
14	023907045	03/20/23 shirt for new officer	80.28			1000		421000	422		101000
15	023907041	03/20/23 shirt for new officer	63.49			1000		421000	422		101000
16	023876063	03/16/23 belt for new officer	42.87			1000		421000	422		101000
17	023876031	03/16/23 belt for new officer	42.87			1000		421000	422		101000
18	023876030	03/16/23 belt for new officer	42.87			1000		421000	422		101000
19	023875988	03/16/23 belt for new officer	42.87			1000		421000	422		101000
20	023947740	03/23/23 shirt for heyerman	104.99			1000		421000	422		101000
21	023971849	03/26/23 new honor guard nametags	28.74			1000		421000	422		101000
22	023991846	03/28/23 new officer equipment	176.85			1000		421000	422		101000
109890		155 GALLS, LLC	1,134.24								
1	24070861	04/04/23 250 Uniform Patches	692.50			2060		415200	422		101000
2	23955015	03/24/23 New Employee M Dahlson	292.37			2060		415200	422		101000
3	23955016	03/24/23 New Employee A Wagemann	149.37			2060		415200	422		101000

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109972		155 GALLS, LLC	432.85						
1	024010012	03/29/23 cap for faltersack	36.58			1000 421000	422		101000
2	024005083	03/29/23 ear mold for swiggum	5.98			1000 421000	422		101000
3	024010016	03/29/23 shirt for young	78.69			1000 421000	422		101000
4	024005523	03/29/23 equip fpr dehmlow	176.62			1000 421000	422		101000
5	024010015	03/29/23 new officer supler	134.98			1000 421000	422		101000
		Total for Vendor:	5,085.41						
109877		4632 GEAR WASH	134.50						
1	7-66	03/29/23 Gear wash/repair	134.50			2060 415200	427		101000
		Total for Vendor:	134.50						
110006		2558 GOODYEAR COMMERCIAL TIRE	20.00						
1	1301088360	04/04/23 FLAT REPAIR	20.00			6010 450200	427		101000
		Total for Vendor:	20.00						
109912		556 GRAINGER, INC.	103.24						
1	9668109102	04/10/23 AXIAL FAN SQUARE	103.24			6025 450000	825		101000
109947		556 GRAINGER, INC.	44.27						
1	9661495375	04/03/23 LABEL CARTRIDGE	44.27			6025 450000	420		101000
		Total for Vendor:	147.51						
109797	106961S	4801 GS5 LLC	100,695.75						
		For a construction easement in the amount of #100695.75							
1	04/06/23	Construction Easement Pro 2271	100,695.75			4005 480000	421		101000
		Total for Vendor:	100,695.75						
109815		2713 HAMPTON INN & SUITES	352.80						
1	653938	03/08/23 lodging for heyeraman	176.40			1000 421000	340		101000
2	653939	03/08/23 lodging for nobiles	176.40			1000 421000	340		101000
		Total for Vendor:	352.80						

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110004		4562 HMI	14,041.16								
1	0038866	04/12/23 FAST KIT PLASTIC	14,041.16			1000		430000	394		101000
		Total for Vendor:	14,041.16								
109811		3593 HOLIDAY COMPANIES	25.00								
1	03/31/23	mar 2023 car wash	25.00			1000		421000	420		101000
		Total for Vendor:	25.00								
109786	106934S	3285 HOUSTON ENGINEERING INC.	148,510.92								
1	64203	03/16/23 2265	148,510.92			4793		480000	313		101000
109869		3285 HOUSTON ENGINEERING INC.	59,358.74								
1	64568	04/07/23 2265	40,358.74			4793		480000	313		101000
2	64479	04/04/23 Sheyenne River LIDAR	19,000.00			1001		415000	313		101000
		Total for Vendor:	207,869.66								
109991		358 HUBERT OYE-SONS CONST.	2,143.35								
1	1211487	04/10/23 COLD MIX ASPHALT	2,143.35			1000		430000	722		101000
		Total for Vendor:	2,143.35								
109895		3058 IAAI	103.00								
1	81132	01/03/23 D Sprecher-2023 Dues	103.00			2060		415200	667		101000
		Total for Vendor:	103.00								
110002		2854 IMPACT PLASTICS	70.07								
1	122736	10/20/22 IP HB	70.07			6010		450200	914		101000
		Total for Vendor:	70.07								
109822		687 INFORMATION TECHNOLOGY DEPT	673.90								
1	032023	03/31/23 march 2023 wan fiber	673.90			1000		414104	497		101000
		Total for Vendor:	673.90								
109810		1660 INT'L CONFERENCE OF POLICE	125.00								
1	04034811	04/04/23 casey baardson memership	125.00			1000		421000	667		101000
		Total for Vendor:	125.00								

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109982		211 INTERSTATE BATTERIES	853.80								
1	2028389	04/12/23 BATTERIES SM71	555.90			6025		450000	825		101000
2	2028388	04/12/23 BATTERIES SM62	397.90			6025		450000	825		101000
3	1037093	04/13/23 CORE CREDIT	-100.00			6025		450000	825		101000
		Total for Vendor:	853.80								
109897		1012 INTERSTATE POWER SYSTEMS, INC	1,549.60								
1	2098488:01	04/10/23 Generator-new fuel solenoi	1,549.60			2060		415200	427		101000
		Total for Vendor:	1,549.60								
109969		3619 IXOM WATERCARE INC	801.00								
1	6655507	04/04/23 AIR PUMP	911.00			6025		450000	825		101000
2	6596274	11/14/22 ACCT CREDIT	-110.00			6025		450000	825		101000
		Total for Vendor:	801.00								
109959		3466 JERRY WALLACE	30.47								
1	03/30/23	UNLD Gas	19.97			1000		414200	340		101000
2	03/30/23	Lunch - Per Diem	10.50			1000		414200	340		101000
		Total for Vendor:	30.47								
109939		1084 JOEY PORTER	185.00								
1	18080	04/11/23 Uniform-Boots	185.00			2060		415200	422		101000
		Total for Vendor:	185.00								
110019		1155 JOHN FREEMAN	161.24								
1	41452	04/10/23 HIP WADER REIMBURSEMENT	161.24			6025		450000	422		101000
		Total for Vendor:	161.24								
110023		4785 KARL CHEVROLET	42,995.00								
1	334010	03/29/23 2023 Chevrolet Tahoe purchase	42,995.00			2060		415200	610		101000
		Total for Vendor:	42,995.00								
109975		3501 KNOX	468.00								
1	ka-178333	04/13/23 KNOX CONTRACT 2023	468.00			2060		415200	497		101000
		Total for Vendor:	468.00								

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109838		2508 KYLE HINRICHS	341.96								
1	03/20/23	meal/ground trans reimb	341.96			1000		421000	340		101000
		Total for Vendor:	341.96								
109807		2085 LANGUAGE LINE SERVICES	56.56								
1	10974951	03/31/23 march 2023 interpreter servi	56.56			1000		421000	304		101000
		Total for Vendor:	56.56								
109882		277 LARSONS WELDING/MACHINE	3,509.14								
1	77202	03/29/23 358 CUTTING EDGE REPAIR	3,509.14			1000		430000	427		101000
		Total for Vendor:	3,509.14								
109970		705 LAWSON PRODUCTS	17.15								
1	9310329333	02/07/23 HARDWARE	17.15			1000		455000	433		101000
109984		705 LAWSON PRODUCTS	729.33								
1	9310502937	04/07/23 HARDWARE	729.33			1000		455000	433		101000
		Total for Vendor:	746.48								
109888		3858 LEGAL & LIABILITY RISK	1,050.00								
1	233458	04/04/23 reg for 5	1,050.00			1000		421000	340		101000
		Total for Vendor:	1,050.00								
110015		711 LUTHER FAMILY FORD	264.64								
1	350043	04/07/23 271 HUB ASY	264.64			6020		450000	427		101000
		Total for Vendor:	264.64								
109899		3502 M & T Fire	15,443.01								
1	10368	04/11/23 Unit B-75 skid new equipment	15,443.01			2060		415200	610		101000
		Total for Vendor:	15,443.01								
110028		3304 MAC'S - FARGO	129.99								
1	G22190	04/07/23 RBBR BK 11	129.99			4387		480000	500		101000
		Total for Vendor:	129.99								

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109914		3536 MACQUEEN EMERGENCY	226.28								
1	8819	04/03/23 L-76 Light	46.22			2060		415200	427		101000
2	8877	04/11/23 E-75, E-76 lock slot/spnd ste	180.06			2060		415200	427		101000
		Total for Vendor:	226.28								
109784	106935S	3488 MARK HOUSH	635.77								
		ND Building Officials Seminar									
1		03/15/23 Travel reimbursement	635.77			1000		418000	340		101000
		Total for Vendor:	635.77								
109777	-99753E	4664 MASS MUTUAL	4,734.66								
1		03/24/23 Before tax contributions	4,434.66			1000		212528			101000
2		03/24/23 Charges for plan amendment	300.00			1000		415000	418		101000
		Total for Vendor:	4,734.66								
110018		3384 MATHESON TRI-GAS INC	7.63								
1		0027513615 03/31/23 HIGH PRESSURE/CYLIANDER	7.63			6020		450000	432		101000
		Total for Vendor:	7.63								
109963		3119 MATT RETKA	50.00								
1		April 23 WFAA secretary position	50.00			7050		500000	120		101000
		Total for Vendor:	50.00								
109922		299 MENARDS	301.14								
1		1807 03/30/23 Training Supplies-m Berg	301.14			2060		415200	245		101000
		Total for Vendor:	301.14								
109903		4622 MENARDS PW	289.78								
1		00230 04/04/23 TSTAT/BATTERIES	51.97			6020		450000	420		101000
2		00177 04/04/23 KEYPAD - C BUILDING	44.98			6020		450000	420		101000
3		00320 04/06/23 SHOVEL DHSP YW	119.88			6010		450200	433		101000
4		00702 04/12/23 WIRELESS KEYPAD	44.98			6020		450000	420		101000
5		00549 04/10/23 8-1/2" PATCH	27.97			1000		455000	420		101000

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109944		4622 MENARDS PW	149.97						
1	99611	03/27/23 STEP LADDER	114.99			1000 455000	420		101000
2	99906	03/31/23 HARDWARE	34.98			6020 450000	432		101000
109953		4622 MENARDS PW	40.95						
1	99953	03/31/23 CLEANING SUPPLIES	40.95			1000 455000	500		101000
110000		4622 MENARDS PW	63.67						
1	00375	04/07/23 TOOLS	49.89			6020 450000	432		101000
2	00319	04/06/23 HARDWARE	13.78			1000 430002	487		101000
110027		4622 MENARDS PW	241.99						
1	00364	04/07/23 CARIBENER	2.99			6025 450000	433		101000
2	00620	04/11/23 EXTENSION LADDER	239.00			6025 450000	826		101000
		Total for Vendor:	786.36						
109781	106936S	2766 MIDCONTINENT COMMUNICATIONS	773.47						
1		03/23/23 3050 Sheyenne St	447.63			2310 452120	497		101000
2		03/23/23 800 4th Ave E Ste 1	105.42			6010 455000	420		101000
3		03/23/23 800 4th Ave E Ste 1	220.42			1000 421000	497		101000
		Total for Vendor:	773.47						
109806		102 MIDSTATES WIRELESS	1,174.00						
1	2070000821	02/16/23 ford explorer #151	1,134.00			1000 421000	610		101000
2	1020121221	03/25/23 AC vehicle - mic	40.00			1000 421000	641		101000
		Total for Vendor:	1,174.00						
109905		1854 MIDWEST TAPE	3,465.38						
1	503584294	03/31/23 E RESOURCES	3,022.09			7000 411600	650		101000
2	503626573	04/11/23 AUDIOBOOK	42.49			7000 411600	664		101000
3	503626575	04/11/23 DVD	400.80			7000 411600	664		101000
		Total for Vendor:	3,465.38						

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109837		4802 MILES CITY PPA	850.00						
1	005 02/28/23	reg for arnold nelson	425.00			1000 421000	340		101000
2	005 02/28/23	reg for brett coffield	425.00			1000 421000	340		101000
		Total for Vendor:	850.00						
109971		772 MINNKOTA	56.64						
1	442065 03/31/23	march 2023 recycling	56.64			1000 421000	420		101000
		Total for Vendor:	56.64						
109829		305 MOORE ENGINEERING INC	72,145.14						
1	33018 03/30/23	1339	1,961.32			4088 480000	313		101000
2	33019 03/30/23	2271	5,148.75			4005 480000	313		101000
3	33020 03/30/23	2275	6,387.50			4016 480000	313		101000
4	33089 03/31/23	1903.1	432.50			4387 480000	313		101000
5	33090 03/31/23	1309.2	860.00			4387 480000	313		101000
6	33091 03/31/23	1316.2	6,949.79			4065 480000	313		101000
7	33092 03/31/23	20520	23,236.25			1000 414200	313		101000
8	33092 03/31/23	20520	400.00			2970 480000	313		101000
9	33093 03/31/23	6055	526.24			4072 480000	313		101000
10	33096 03/31/23	9033	2,301.47			6010 450200	313		101000
11	33097 03/31/23	1343	2,165.33			4004 480000	313		101000
12	33098 03/31/23	2276	6,482.50			4017 480000	313		101000
13	33102 03/31/23	1337	751.25			4086 480000	313		101000
14	33103 03/31/23	1337	3,477.50			4086 480000	313		101000
15	33127 03/31/23	3003	1,531.24			4418 480000	313		101000
16	33128 03/31/23	1342	718.50			4002 480000	313		101000
17	33129 03/31/23	1346	8,815.00			2970 480000	313		101000
109960		305 MOORE ENGINEERING INC	32,556.55						
1	33166 04/12/23	eng services	32,556.55			4008 480000	313		101000
		Total for Vendor:	104,701.69						
110026		3085 MRA-THE MANAGEMENT ASSOCIATION,	138.75						
1	433521 04/05/23	Job Evaluation March 2023	138.75			1000 414103	307		101000
		Total for Vendor:	138.75						

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109774 1	-99756E 03/24/23	4663 MUTUAL OF OMAHA March Contributions	1,932.76 1,932.76			1000 212515			101000
		Total for Vendor:	1,932.76						
110029 1	298 MVTL LABORATORIES 1193368 04/13/23	WATER TESTING	323.40 323.40			6025 450000	335		101000
		Total for Vendor:	323.40						
109776 1	-99754E Pre-Tax March Contributions	3546 NATIONWIDE INVESTMENT ADVISORS	8,919.32 7,339.32			1000 212550			101000
2	After Tax March Contributions		1,580.00			1000 212551			101000
		Total for Vendor:	8,919.32						
109859 1	-99743E Child Support	4482 ND CHILD SUPPORT DIVISION	3,388.97 3,388.97			1000 212549			101000
		Total for Vendor:	3,388.97						
109821 1	333 ND MOTOR VEHICLE DEPT. 04/06/23 #1210	title, reg and plates	11.50 11.50			1000 421000	667		101000
		Total for Vendor:	11.50						
109794 1	-99746E Feb. Payroll - Contributions	363 ND PERS	218,390.85 218,396.46			1000 212532			101000
2	Feb. Payroll - Rounding		-5.61			1000 414000	230		101000
		Total for Vendor:	218,390.85						
109854 1	334 ND STATE RADIO COMM. 260423 03/31/23	1st Q LETS	2,972.00 2,400.00			1000 421000	415		101000
2	262023 03/31/23	LETS lic renewal fee	572.00			1000 421000	415		101000
		Total for Vendor:	2,972.00						
109923 1	3946 NDFA 3033102 03/31/23	Retest-E Menge	10.00 10.00			2060 415200	340		101000
		Total for Vendor:	10.00						

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109868		3083 NDLTAP/UGPTI	50.00						
1	B-201	04/03/23 Design Pedestrian Facilities	50.00			1000 414200	340		101000
		Total for Vendor:	50.00						
109823		911 NDPOA	520.00						
1	5717	04/01/23 ndpoa membership/haskell	40.00			1000 421000	667		101000
2	5755	04/01/23 ndpoa membership/zach	40.00			1000 421000	667		101000
3	5462	04/01/23 ndpoa membership/dura	40.00			1000 421000	667		101000
4	5464	04/01/23 ndpoa membership/ellefson	40.00			1000 421000	667		101000
5	5515	04/01/23 ndpoa membership/k. johnson	40.00			1000 421000	667		101000
6	5424	04/01/23 ndpoa membership/balvik	40.00			1000 421000	667		101000
7	5429	04/01/23 ndpoa membership/beilke	40.00			1000 421000	667		101000
8	5716	04/01/23 ndpoa membership/carlson	40.00			1000 421000	667		101000
9	5754	04/01/23 ndpoa membership/sufficool	40.00			1000 421000	667		101000
10	5754	04/01/23 ndpoa membership/r. feltman	40.00			1000 421000	667		101000
11	5576	04/01/23 ndpoa membership/nielsen	40.00			1000 421000	667		101000
12	5599	04/01/23 ndpoa membership/richardson	40.00			1000 421000	667		101000
13	5499	04/01/23 ndpoa membership/hinrichs	40.00			1000 421000	667		101000
		Total for Vendor:	520.00						
109885		4817 NDPOA WORKING COMMITTEE ON DRUGS	20.00						
1		04/12/23 reg fee for cody beilke	20.00			1000 421000	340		101000
		Total for Vendor:	20.00						
109820		1600 NELSON AUTO CENTER FLEET DEPT	42,838.78						
1	fp832	01/25/23 #1210 new squad	42,838.78			1000 421000	610		101000
		Total for Vendor:	42,838.78						
109892		364 NELSON INTERNATIONAL	4,388.83						
1	X102195353	04/05/23 262 INJECTOR REPAIR	4,388.83			6020 450000	427		101000
110009		364 NELSON INTERNATIONAL	573.60						
1	X102195267	04/04/23 HOSE ASSY	11.28			6010 450200	427		101000
2	X102195127	04/03/23 262 GASKET ASSY	562.32			6020 450000	427		101000
		Total for Vendor:	4,962.43						

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109802		271 NETCENTER TECHNOLOGIES	4,376.00						
1	190834	04/05/23 Partner Program Agreement	4,376.00			1000 414104	497		101000
		Total for Vendor:	4,376.00						
109787		2261 NETWORK CENTER INCORPORATED	231,575.18						
1	INV193408	03/22/23 NCI Shipping & Handling Fee	404.95			1000 414104	497		101000
2	INV193408	03/22/23 Pure Storage FlashArray	79,872.44			1000 414104	497		101000
3	INV193408	03/22/23 x36 Pure Storage FA-X20R3 4	55,145.52			1000 414104	497		101000
4	INV193408	03/22/23 Pure Storage FlashExpress	57,895.45			1000 414104	497		101000
5	INV193408	03/22/23 Pure Storage FlashArray	2,028.41			1000 414104	497		101000
6	INV193408	03/22/23 Pure Storage FlashArray	2,028.41			1000 414104	497		101000
7	INV193408	03/22/23 x36 FAFlashExpressSuite45TB	34,200.00			1000 414104	497		101000
		Total for Vendor:	231,575.18						
109973		1966 NORTH IOWA K-9	4,750.00						
1	23104	04/13/23 new therapy dog expenses	4,000.00			1000 421000	915		101000
2	23108	04/13/23 k9 recertification	750.00			1000 421000	915		101000
		Total for Vendor:	4,750.00						
109994		328 NORTHERN ENGINE & SUPPL	80.53						
1	244825	04/12/23 262 COUPLER	80.53			6020 450000	427		101000
		Total for Vendor:	80.53						
109918		331 NORTHERN STATES SUPPLY	227.40						
1	20551064	04/03/23 HARDWARE	227.40			1000 430000	381		101000
		Total for Vendor:	227.40						
109958		141 NORTHSTAR SAFETY, INC	88.93						
1	34933	04/03/23 Chris Livdahl Clothing	88.93			1000 414200	422		101000
		Total for Vendor:	88.93						
109977		1715 NORTHWEST TIRE INC	38.52						
1	26035925	02/28/23 394 TIRE PATCH	19.26			1000 430000	427		101000
2	26036657	03/24/23 298 TIRE PATCH	19.26			6020 450000	427		101000
		Total for Vendor:	38.52						

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109925		1774 O'REILLY AUTOMOTIVE STORES, INC	242.59						
1	198518	04/11/23 K-9 wiper blades	71.90			2060 415200	420		101000
2	196294	04/03/23 Station supplies	170.69			2060 415200	420		101000
		Total for Vendor:	242.59						
109978		4744 O'REILLY AUTOMOTIVE STORES, INC	556.81						
1	6022144476	04/04/23 ROLL/SPREADER	41.63			4387 480000	500		101000
2	1932196788	04/04/23 WINDOW FILM/JUMBO ROLL	50.98			4387 480000	427		101000
3	1932194719	03/29/23 241 BATTERY	237.00			6020 450000	427		101000
4	1932194414	03/28/23 3039 WIPE BLADE	40.78			1000 430000	427		101000
5	1932198061	04/10/23 7020 COOLANT HOSE	11.92			4387 480000	427		101000
6	1932198869	04/12/23 166 BATTERY	174.50			1000 421000	427		101000
109993		4744 O'REILLY AUTOMOTIVE STORES, INC	183.10						
1	1932198115	04/10/23 WIPER BLADES	172.36			6020 450000	427		101000
2	1932197455	04/07/23 7045 HOSE CLAMP	10.74			4387 480000	427		101000
		Total for Vendor:	739.91						
109883		352 OK TIRE STORE - COM CTR	1,631.10						
1	05-333109	03/29/23 263 TIRES	1,631.10			6020 450000	427		101000
109992		352 OK TIRE STORE - COM CTR	1,631.10						
2	05333109	03/29/23 263 TIRES	1,631.10			6025 450000	427		101000
110005		352 OK TIRE STORE - COM CTR	172.50						
1	05333358	04/05/23 CAT RENTAL OTR SERVICE CALL	172.50			1000 430000	427		101000
		Total for Vendor:	3,434.70						
109902		399 OLYMPIC SALES	1,890.00						
1	13717	03/30/23 6YD REARLOAD CONTAINER	1,890.00			6010 450200	665		101000
		Total for Vendor:	1,890.00						
109948		631 ONE CALL CONCEPT INC	33.80						
1	3034280	03/31/23 ONE CALL	33.80			6020 450000	412		101000
		Total for Vendor:	33.80						

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109783	106937S	673 PARSONS ELECTRIC	8,995.00						
1	8113002328	12/08/22 Fire HQ Light Relocation	8,995.00			4795 480000	670		101000
109941		673 PARSONS ELECTRIC	510.00						
1	1323935	03/29/23 13TH AVE 9TH ST SIGNAL REPAIR	510.00			1000 430002	487		101000
		Total for Vendor:	9,505.00						
109851		4722 PASSPORT LABS INC	1,576.21						
1	1037141	03/31/23 parking ticket paper	1,576.21			1000 421000	410		101000
		Total for Vendor:	1,576.21						
109832		563 PETRO SERVE USA	69,297.42						
1		PD Gas 12329.51	12,364.68			1000 421000	424		101000
2		City Hall G 803.21; D 381.97	1,191.47			1000 415000	420		101000
3		Sanitation G 288.81; D 14859.5	15,304.64			6010 450200	424		101000
4		Street G 2586.70; D 19570.98	22,369.80			1000 430000	424		101000
5		Sewer G 1705.31; D 622.54	2,339.22			6025 450000	424		101000
6		Water G 1705.31; D 7805.79	9,484.51			6020 450000	424		101000
7		PW G 634.94	636.75			1000 450000	424		101000
8		F&F G 606.51; D 64.41	673.32			1000 455000	424		101000
9		Storm G 465.02; D 4197.88	4,708.14			4387 480000	424		101000
10		Forestry G 224.26	224.89			1000 430000	424		101000
109866		563 PETRO SERVE USA	987.09						
1		03/31/23 WF Airport Fuel	987.09			7050 500000	420		101000
109943		563 PETRO SERVE USA	919.91						
1		0967995 03/31/23 0967995 MARCH FUEL	919.91			2060 415200	424		101000
109998		563 PETRO SERVE USA	523.20						
1		93292 04/13/23 CENEX INDOL 68	523.20			1000 430000	427		101000
110020		563 PETRO SERVE USA	4,761.09						
1		24790 03/01/23 ST DIESEL	130.00			1000 430000	424		101000
2		25127 03/01/23 ST DIESEL	401.83			1000 430000	424		101000
3		2344 03/24/23 ST DIESEL	50.55			1000 430000	424		101000

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4	2398 03/24/23	ST DIESEL	105.58			1000 430000	424		101000
5	6462 03/06/23	ST DIESEL	209.09			1000 430000	424		101000
6	7923 03/13/23	BG DIESEL	197.53			1000 455000	424		101000
7	3885 03/29/23	ST DIESEL	308.83			1000 430000	424		101000
8	2606 03/28/23	ST DIESEL	397.68			1000 430000	424		101000
9	4606 03/31/23	ST DIESEL	150.56			1000 430000	424		101000
10	6158 04/05/23	ST DIESEL	311.22			1000 430000	424		101000
11	5937 04/05/23	3000 ST DIESEL	203.22			1000 430000	424		101000
12	5951 04/05/23	RENTAL ST DIESEL	159.47			1000 430000	424		101000
13	4119 04/02/23	RENTAL ST DIESEL	138.90			1000 430000	424		101000
14	4417 04/03/23	RENTAL ST DIESEL	110.76			1000 430000	424		101000
15	4948 04/05/23	RENTAL ST DIESEL	205.57			1000 430000	424		101000
16	6841 04/07/23	359 ST DIESEL	100.60			1000 430000	424		101000
17	5233 04/03/23	RENTAL ST DIESEL	193.40			1000 430000	424		101000
18	8310 04/12/23	7000 DIESEL	199.32			6025 450000	424		101000
19	4113 04/02/23	7045 DIESEL	284.30			6025 450000	424		101000
20	5952 04/05/23	243 DIESEL	173.66			1000 430001	424		101000
21	4414 04/03/23	241 DIESEL	67.98			1000 430001	424		101000
22	5471 04/03/23	2200 DIESEL	127.30			6020 450000	424		101000
23	5255 04/06/23	294 DIESEL	192.52			6020 450000	424		101000
24	4984 04/05/23	294 DIESEL	159.41			6020 450000	424		101000
25	5931 04/05/23	2200 DIESEL	104.82			6020 450000	424		101000
26	7619 04/14/23	5004 DIESEL ST CONFERENCE	76.99			1000 430000	340		101000
110033		563 PETRO SERVE USA	154.26						
1	5500 04/07/23	2200 DIESEL	154.26			6020 450000	424		101000
		Total for Vendor:	76,642.97						
109812		1310 PETTYS CONSULTING, LLC	273.00						
1	1803 04/01/23	april 2023 user fee	273.00			1000 421000	497		101000
109894		1310 PETTYS CONSULTING, LLC	171.00						
1	1802 04/01/23	April 2023 monthly charge	171.00			2060 415200	497		101000
		Total for Vendor:	444.00						

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109983		360 PIONEER RIM/WHEEL	335.60						
1	02CR6849	04/11/23 7020 MOD	96.89			4387 480000	427		101000
2	01CR6848	04/11/23 7020 BOAT KIT	54.09			4387 480000	427		101000
3	02CR6846	04/11/23 7020 SIDEWIND	184.62			4387 480000	427		101000
		Total for Vendor:	335.60						
109926		3921 PITNEY BOWES INC	112.02						
1	1022829291	03/29/23 POSTAGE SHEETS	112.02			7000 411600	661		101000
		Total for Vendor:	112.02						
109924		4792 PLAYAWAY PRODUCTS	2,989.81						
1	424545	03/31/23 TECHNOLOGY (LAUNCHPADS)	2,649.83			7000 411600	497		101000
2	425283	04/11/23 TECHNOLOGY (LAUNCHPADS)	339.98			7000 411600	497		101000
		Total for Vendor:	2,989.81						
109907		3276 PREMIUM WATERS INC	117.98						
1	8013870323	03/31/23 OFFICE SUPPLIES	117.98			7000 411600	410		101000
		Total for Vendor:	117.98						
109979		2982 RDO EQUIPMENT CO	199.21						
1	P2556154	04/13/23 295 WINDOWPANE	199.21			6020 450000	427		101000
		Total for Vendor:	199.21						
109813		3204 RECORD KEEPERS	27.50						
1	a252434	03/31/23 recycling paper	27.50			1000 421000	420		101000
		Total for Vendor:	27.50						
109913		4818 RECYCLING ASSOCIATION OF	455.00						
1	511928	03/20/23 T FRAEDRICH CONF REGISTRATION	455.00			6010 450200	340		101000
		Total for Vendor:	455.00						
110034		1016 RED WING BUSINESS ADVANTAGE	790.46						
1	138415	04/06/23 A HARE BOOTS	208.24			6020 450000	422		101000
2	138716	04/12/23 T HUBBARD BOOTS	195.49			6020 450000	422		101000
3	138290	04/03/23 M MEHL BOOTS	182.74			6010 450200	422		101000
4	138416	04/06/23 J ROLCZYNSKI BOOTS	203.99			1000 430000	422		101000
		Total for Vendor:	790.46						

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109929		3655 RIGELS	949.00								
1	1203026	04/08/23 SS Microwave	949.00			2060		415200	641		101000
		Total for Vendor:	949.00								
109945		3522 RJ'S TESORO	2,202.03								
1	WFFire	03/31/23 West Fargo Fire March Fuel	2,202.03			2060		415200	424		101000
110035		3522 RJ'S TESORO	130.40								
1	4638	03/03/23 4007 DIESEL	130.40			6010		450200	424		101000
		Total for Vendor:	2,332.43								
109932		1881 SAM'S CLUB/SYNCHRONY BANK	410.84								
1	9091	04/04/23 Station Supplies	410.84			2060		415200	420		101000
		Total for Vendor:	410.84								
109808		437 SANDY'S DONUTS & COFFEE SHOP	22.95								
1	923150	03/30/23 sr cpa class	22.95			1000		421000	375		101000
		Total for Vendor:	22.95								
109933		140 SANFORD AMBULANCE	587.50								
1	42654	03/24/23 20 e-heartsaver cards-Amazon	370.00			2060		415200	245		101000
2	42663	03/29/23 10 e-heartsaver cards-Amazon	185.00			2060		415200	245		101000
3	42668	03/31/23 5 e-heartsaver cards-Amazon	32.50			2060		415200	245		101000
		Total for Vendor:	587.50								
109999		454 SANITATION PRODUCTS	256.36								
1	85251	04/13/23 3061 PIVOT PIN	256.36			1000		430000	427		101000
		Total for Vendor:	256.36								
109989		2271 SCOTT RUDOLPH	50.00								
1	04/14/23	LICENSE RENEWAL REIMBURSEMENT	50.00			1000		430000	667		101000
		Total for Vendor:	50.00								

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109817		639 SECRETARY OF STATE	36.00						
1	04/06/23	renewal notrary app for beilke	36.00			1000 421000	667		101000
		Total for Vendor:	36.00						
109934		4819 Sew Positive Alterations	147.00						
1	wffd 03/30/23	Sew 21 Patches on Uniform Shir	147.00			2060 415200	422		101000
		Total for Vendor:	147.00						
109871		4816 SHEEPDOG GUARDIAN CONSULTING	160.00						
1	1697 04/11/23	K9 legal updates,4 members	160.00			1000 421000	667		101000
		Total for Vendor:	160.00						
109910		91 SIGN SOLUTIONS USA	346.89						
1	405536 04/10/23	SIGNS	346.89			1000 430000	487		101000
		Total for Vendor:	346.89						
109785	106938S	2655 SIMPLIFILE	120.00						
1	NDT8B3-033 03/31/23	North Pond at Preserve 16t	120.00			1000 418000	668		101000
		Total for Vendor:	120.00						
109819		1626 SIRCHIE ACQUISITION COMPANY LLC	171.39						
1	0582895 03/16/23	evidence boxes	171.39			1000 421000	365		101000
		Total for Vendor:	171.39						
109957		3150 SKYHAWK TELEMATICS	866.50						
1	2759656 04/01/23	ST SKYHAWK	666.00			1000 430000	307		101000
2	2759639 04/01/23	SA SKYHAWK	200.50			6010 450200	307		101000
		Total for Vendor:	866.50						
109828		440 SRF CONSULTING GROUP, INC	1,813.82						
1	14093.01-9 03/31/23	ADA Transition Plan	1,813.82			2970 480000	313		101000
		Total for Vendor:	1,813.82						

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110016		915 STACKS'	320.00						
1	9778	04/03/23 MOTOR TEST	60.00			1000 430000	427		101000
2	9779	04/04/23 CONNECTION REPAIR	260.00			4387 480000	427		101000
		Total for Vendor:	320.00						
109935		3516 STEIN'S INC	137.34						
1	917036	04/06/23 2 Cases TP	137.34			2060 415200	420		101000
		Total for Vendor:	137.34						
109818		2859 STOPSTICK LTD	2,870.00						
1	0028673	03/29/23 stop sticks	2,870.00			1000 421000	610		101000
		Total for Vendor:	2,870.00						
109936		31 STURDEVANT'S AUTO PARTS	449.60						
1	99196231	04/10/23 40 bags floor dry-\$11.24/eac	449.60			2060 415200	420		101000
		Total for Vendor:	449.60						
109826		176 SUMMIT FIRE PROTECTION	236.25						
		Troubleshoot issue with mag locks. Bypass switch got unhooked. Rewired and tested function with IT.							
1	192021702	03/23/23 192021702 troubleshoot issu	236.25			1000 455000	420		101000
109937		176 SUMMIT FIRE PROTECTION	462.00						
1	192021767	03/31/23 SS N bay walk in door	462.00			2060 415200	420		101000
		Total for Vendor:	698.25						
109976		733 SWANSTON EQUIPMENT CORP.	205.16						
1	P89321	04/03/23 BAR	205.16			1000 430000	427		101000
		Total for Vendor:	205.16						
109881		2491 TEAM LABORATORY CHEMICAL, LLC	4,800.00						
1	0034704	03/28/23 FINE ROAD PATCH	4,800.00			1000 430000	422		101000

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109884		2491 TEAM LABORATORY CHEMICAL, LLC	3,400.00						
1	0034545	03/22/23 MEGA BUGS WINTER BLEND	3,400.00			6025 450000	825		101000
		Total for Vendor:	8,200.00						
109801		3733 TIMECLOCK PLUS	600.00						
1	261587	04/05/23 CLOCKABLE LICENSE	600.00			1000 414103	497		101000
		Total for Vendor:	600.00						
109852		1285 TRAFFIC CONTROL CORPORATION	7,530.00						
1	142506	03/28/23 gps preemption kits	7,530.00			1000 421000	610		101000
2	142507	03/28/23 gps preemption kits	0.00			1000 421000	610		101000
		Total for Vendor:	7,530.00						
109879		665 TWIN CITY GARAGE DOOR	511.50						
1	Z237477	04/07/23 PUMP STATION CABLE REPAIR	511.50			6025 450000	826		101000
109954		665 TWIN CITY GARAGE DOOR	150.00						
1	Z237025	03/31/23 GARAGE DOOR REPAIR	150.00			6020 450000	420		101000
		Total for Vendor:	661.50						
109862		2951 TYLER TECHNOLOGIES, INC	636.59						
1	020-142180	03/31/23 OTC & Portal	636.59			1000 412000	470		101000
		Total for Vendor:	636.59						
110017		2136 ULINE INC	666.53						
1	162177519	04/10/23 NITRILE GLOVES	666.53			1000 455000	639		101000
		Total for Vendor:	666.53						
109778	-99752E	4665 UNUM	8,381.69						
1	March 23	Contributions	2,951.74			1000 212514			101000
2	March 23	Contributions	1,001.73			1000 212537			101000
3	March 23	Contributions	84.57			1000 212538			101000
4	March 23	Contributions	255.00			1000 212540			101000
5	March 23	Contributions	4,088.65			1000 212538			101000
		Total for Vendor:	8,381.69						

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109800		2314 VANGUARD APPRAISALS, INC	250.00						
1	04/04/23	Real Property Appraisal Manual	250.00			1000 414101	410		101000
		Total for Vendor:	250.00						
109909		2211 VANGUARD ID SYSTEMS	584.00						
1	I519272	03/23/23 OFFICE SUPPLIES	584.00			7000 411600	410		101000
		Total for Vendor:	584.00						
109833	-99745E	3212 VISA ADMINISTRATION	1,118.13						
1	CC-1069	02/13/23 Supplies	48.41			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 1000-		-415000-410			
2	CC-1069	02/13/23 Registration for Chamber Day	250.00			1000 202200			101000
		FARGO MHD WEST FARGO CHAMBER OF COMMERCE		CC Accounting: 1000-		-415000-340			
3	CC-1069	02/13/23 Supplies	54.35			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 1000-		-415000-410			
4	CC-1069	02/21/23 Registration Voices of Vision	65.00			1000 202200			101000
		FARGO MHD WEST FARGO CHAMBER OF COMMERCE		CC Accounting: 1000-		-415000-340			
5	CC-1069	02/23/23 Registration Voices of Vision	130.00			1000 202200			101000
		FARGO MHD WEST FARGO CHAMBER OF COMMERCE		CC Accounting: 1000-		-415000-340			
6	CC-1069	02/23/23 Registration Voices of Vision	65.00			1000 202200			101000
		FARGO MHD WEST FARGO CHAMBER OF COMMERCE		CC Accounting: 1000-		-414103-340			
7	CC-1069	02/23/23 Registration Voices of Vision	65.00			2970 202200			101000
		FARGO MHD WEST FARGO CHAMBER OF COMMERCE		CC Accounting: 2970-		-414102-340			
8	CC-1069	02/23/23 Registration Voices of Vision	65.00			1000 202200			101000
		FARGO MHD WEST FARGO CHAMBER OF COMMERCE		CC Accounting: 1000-		-421000-340			
9	CC-1069	02/23/23 Registration Voices of Vision	65.00			1000 202200			101000
		FARGO MHD WEST FARGO CHAMBER OF COMMERCE		CC Accounting: 1000-		-416200-340			
10	CC-1069	02/17/23 Hotel Reservations	264.60			1000 202200			101000
		HOLIDAY INN BISMARK		CC Accounting: 1000-		-415000-340			
11	CC-1069	03/02/23 Interest Charge	45.77			1000 202200			101000
		VISA ADMINISTRATION		CC Accounting: 1000-		-414100-740			
		Total for Vendor:	1,118.13						

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109849	-99739E	3693 VISA ENGINEERING	163.65						
1	CC-1084	02/03/23 Carwash	15.00			1000 202200			101000
		HOLIDAY COMPANIES		CC Accounting:	1000-	-414200-420			
2	CC-1084	02/03/23 Asphalt Conference	50.00			1000 202200			101000
		NDSU CAREER CENTER		CC Accounting:	1000-	-414200-340			
3	CC-1084	02/08/23 Asphalt Conference	50.00			1000 202200			101000
		NDSU CAREER CENTER		CC Accounting:	1000-	-414200-340			
4	CC-1084	02/26/23 ND Concrete Council	25.00			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting:	1000-	-414200-340			
5	CC-1084	02/26/23 Postage	9.56			4074 202200			101000
		US POSTAL SERVICE		CC Accounting:	4074-	-480000-661			
6	CC-1084	03/02/23 Interest Charge	14.09			1000 202200			101000
		First International Bank & Trust		CC Accounting:	1000-	-414100-740			
		Total for Vendor:	163.65						
109839	E	3569 VISA FIRE DEPT 1	1,862.61						
1	CC-1077	03/02/23 D Fuller Ex. Off. annual symp	478.09			2060 202200			101000
		Sleep Inn & Suites		CC Accounting:	2060-	-415200-340			
2	CC-1077	02/27/23 K Frost-CPSE Conv-Florida	1,255.52			2060 202200			101000
		CARIBE ROYALE-FLORIDA		CC Accounting:	2060-	-415200-340			
3	CC-1077	03/10/23 NFA Training	29.16			2060 202200			101000
		FAMILY FARE		CC Accounting:	2060-	-415200-245			
4	CC-1077	03/10/23 NFA Training	99.84			2060 202200			101000
		PAPA JOHNS #4586		CC Accounting:	2060-	-415200-245			
		Total for Vendor:	1,862.61						
109840	E	3568 VISA FIRE DEPT 2	3,736.30						
1	CC-1078	02/28/23 8-Radio Rm. Chairs-SS	447.92			2060 202200			101000
		OFFICE DEPOT OFFICEMAX		CC Accounting:	2060-	-415200-641			
2	CC-1078	02/28/23 Office Supplies	79.83			2060 202200			101000
		OFFICE DEPOT OFFICEMAX		CC Accounting:	2060-	-415200-410			
3	CC-1078	03/07/23 Honor Guard Axes	712.95			2060 202200			101000
		EAGLE ENGRAVING INC		CC Accounting:	2060-	-415200-375			
4	CC-1078	03/07/23 BC,Capt Pinning ceremony	125.00			2060 202200			101000
		Nothing Bundt Cakes		CC Accounting:	2060-	-415200-378			
5	CC-1078	03/10/23 M Berg-NREMT renewal	25.00			2060 202200			101000
		National Registry of Emergency Medical T		CC Accounting:	2060-	-415200-667			

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6	CC-1078 03/16/23	EMT Exams	21.00			2060 202200			101000
	JONES & BARTLETT LEARNING			CC Accounting: 2060-		-415200-245			
7	CC-1078 03/16/23	postage-gear for repair	22.52			2060 202200			101000
	UNITED PARCEL SERVICE			CC Accounting: 2060-		-415200-427			
8	CC-1078 03/17/23	Citizens Academy chall coins	1,262.00			2060 202200			101000
	challengecoins4less			CC Accounting: 2060-		-415200-375			
9	CC-1078 03/17/23	Cleats for Boots-Academy	30.87			2060 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 2060-		-415200-420			
10	CC-1078 03/17/23	Cleats for Boots-Academy	49.92			2060 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 2060-		-415200-420			
11	CC-1078 03/16/23	Extention Cable-T Clark	14.98			2060 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 2060-		-415200-420			
12	CC-1078 03/17/23	Boat Tune Up	102.73			2060 202200			101000
	TRACKER PRODUCTS LLC			CC Accounting: 2060-		-415200-427			
13	CC-1078 03/20/23	Training P/U Turn Signal	150.00			2060 202200			101000
	LUTHER FAMILY FORD			CC Accounting: 2060-		-415200-427			
14	CC-1078 03/20/23	Boat Tune up	16.42			2060 202200			101000
	TRACKER PRODUCTS LLC			CC Accounting: 2060-		-415200-427			
15	CC-1078 03/21/23	CPR Training supplies	85.00			2060 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 2060-		-415200-245			
16	CC-1078 03/21/23	CPR Student handbooks	147.82			2060 202200			101000
	heartsmart.com			CC Accounting: 2060-		-415200-245			
17	CC-1078 03/24/23	Compression plate assem/train	22.00			2060 202200			101000
	MCR MEDICAL SUPPLY			CC Accounting: 2060-		-415200-245			
18	CC-1078 03/24/23	2-ipad cases for Neeb & Olson	29.87			2060 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 2060-		-415200-420			
19	CC-1078 03/27/23	JD Lawn tractor, ball bearing	65.48			2060 202200			101000
	RDO EQUIPMENT CO			CC Accounting: 2060-		-415200-427			
20	CC-1078 03/30/23	MIka-antimicrobial wipes	24.99			2060 202200			101000
	THREE DOG BAKERY			CC Accounting: 2060-		-415200-915			
21	CC-1078 03/30/23	Amazon e-cards (8)	200.00			2060 202200			101000
	CPR CERTIFIED TRAINER			CC Accounting: 2060-		-415200-245			
22	CC-1078 03/31/23	Amazon e-cards (4)	100.00			2060 202200			101000
	CPR CERTIFIED TRAINER			CC Accounting: 2060-		-415200-245			
Total for Vendor:			3,736.30						

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109841	E	4351 VISA FIRE DEPT 3	2,970.40						
1	CC-1079	03/24/23 D Sapp-Bring back B-75	373.20			2060 202200			101000
DELTA AIR				CC Accounting: 2060-		-415200-864			
2	CC-1079	03/31/23 N Wavra-Swift H20/surf H20 tr	608.40			2060 202200			101000
DELTA AIR				CC Accounting: 2060-		-415200-340			
3	CC-1079	03/31/23 M Obryant-Swift/surface h20 t	608.40			2060 202200			101000
DELTA AIR				CC Accounting: 2060-		-415200-340			
4	CC-1079	03/31/23 C McCann-Swift/surfact H20 tr	608.40			2060 202200			101000
DELTA AIR				CC Accounting: 2060-		-415200-340			
5	CC-1079	03/31/23 Seating-Swift/Surface H2o tra	772.00			2060 202200			101000
DELTA AIR				CC Accounting: 2060-		-415200-340			
Total for Vendor:			2,970.40						
109850	-99738E	4335 VISA HUMAN RESOURCES	131.76						
1	CC-1086	03/02/23 Interest Charge	6.76			1000 202200			101000
First International Bank & Trust				CC Accounting: 1000-		-414100-740			
2	CC-1086	02/14/23 Annual clearinghouse fee	125.00			6020 202200			101000
MISC CLAIM VENDOR				CC Accounting: 6020-		-450000-387			
Total for Vendor:			131.76						
109848	-99740E	2439 VISA IT	41.41						
1	CC-1083	03/02/23 Interest Charge	41.41			1000 202200			101000
First International Bank & Trust				CC Accounting: 1000-		-414100-740			
Total for Vendor:			41.41						
109896	E	3161 VISA LIBRARY #1	1,072.71						
1	CC-1088	04/02/23 EDUCATION	434.32			7000 202200			101000
				CC Accounting: 7000-		-411600-340			
2	CC-1088	OFFICE SUPPLIES	230.82			7000 202200			101000
				CC Accounting: 7000-		-411600-410			
3	CC-1088	OFFICE SUPPLIES (CREDIT)	-27.49			7000 202200			101000
				CC Accounting: 7000-		-411600-410			
4	CC-1088	PROGRAMMING	380.12			7000 202200			101000
				CC Accounting: 7000-		-411600-649			
5	CC-1088	POSTAGE	22.70			7000 202200			101000
				CC Accounting: 7000-		-411600-661			

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6	CC-1088	PROMOTIONS	32.24			7000 202200			101000
				CC Accounting: 7000-		-411600-689			
		Total for Vendor:	1,072.71						
109900	E	3162 VISA LIBRARY #2	790.00						
1	CC-1089	04/02/23 EDUCATION	126.25			7000 202200			101000
				CC Accounting: 7000-		-411600-340			
2	CC-1089	POSTAL METER RENT	243.09			7000 202200			101000
				CC Accounting: 7000-		-411600-644			
3	CC-1089	MEMBERSHIPS	353.00			7000 202200			101000
				CC Accounting: 7000-		-411600-667			
4	CC-1089	PROMOTIONS	67.66			7000 202200			101000
				CC Accounting: 7000-		-411600-689			
		Total for Vendor:	790.00						
109904	E	4576 VISA LIBRARY #3	1,053.03						
1	CC-1090	04/02/23 EDUCATION	71.10			7000 202200			101000
				CC Accounting: 7000-		-411600-340			
2	CC-1090	OFFICE SUPPLIES	27.49			7000 202200			101000
				CC Accounting: 7000-		-411600-410			
3	CC-1090	PROFESSIONAL PUBLICATIONS	170.14			7000 202200			101000
				CC Accounting: 7000-		-411600-648			
4	CC-1090	PROGRAMMING	110.13			7000 202200			101000
				CC Accounting: 7000-		-411600-649			
5	CC-1090	BOOKS	379.66			7000 202200			101000
				CC Accounting: 7000-		-411600-662			
6	CC-1090	BOOKS (CREDIT)	-11.49			7000 202200			101000
				CC Accounting: 7000-		-411600-662			
7	CC-1090	MEMBERSHIPS	306.00			7000 202200			101000
				CC Accounting: 7000-		-411600-667			
		Total for Vendor:	1,053.03						
109856	-99737E	2438 VISA PLANNING	1,096.27						
3	CC-1087	02/03/23 Car wash	10.00			1000 202200			101000
		HOLIDAY COMPANIES		CC Accounting: 1000-		-418000-420			
4	CC-1087	02/19/23 Hotel reservation	437.67			1000 202200			101000
		MINNEAPOLIS MARRIOTT NORTHWEST		CC Accounting: 1000-		-418000-340			

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Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
5	CC-1087	02/19/23 Hotel reservation	437.67			1000 202200			101000
		MINNEAPOLIS MARRIOTT NORTHWEST		CC Accounting: 1000-		-418000-340			
6	CC-1087	02/19/23 Job posting	195.00			1000 202200			101000
		AMERICAN PLANNING ASSOCIATION		CC Accounting: 1000-		-418000-667			
7	CC-1087	03/02/23 Interest Charge	15.93			1000 202200			101000
		First International Bank & Trust		CC Accounting: 1000-		-414100-740			
		Total for Vendor:	1,096.27						
109789	E	2435 VISA POLICE #1	4,518.50						
1	CC-1070	03/02/23 new office waste cans	61.26			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 1000-		-421000-641			
2	CC-1070	03/03/23 creamer	53.00			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 1000-		-421000-420			
3	CC-1070	03/03/23 creamer	29.07			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 1000-		-421000-420			
4	CC-1070	03/03/23 evidence tape	115.65			1000 202200			101000
		LYNN PEAVEY CO.		CC Accounting: 1000-		-421000-365			
5	CC-1070	03/06/23 pelican case	94.95			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 1000-		-421000-641			
6	CC-1070	03/07/23 pelican case	94.95			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 1000-		-421000-641			
7	CC-1070	03/07/23 office supplies	26.58			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 1000-		-421000-410			
8	CC-1070	03/07/23 coffee filters sss	8.99			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 1000-		-421000-420			
9	CC-1070	03/07/23 flash drives	75.94			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 1000-		-421000-497			
10	CC-1070	03/07/23 conference room signage	23.97			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 1000-		-421000-641			
11	CC-1070	03/06/23 evidence room supplies	111.81			1000 202200			101000
		FOUR STAR PLASTICS		CC Accounting: 1000-		-421000-365			
12	CC-1070	03/08/23 new honor guard	66.39			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 1000-		-421000-422			
13	CC-1070	03/09/23 new honor guard	43.97			1000 202200			101000
		CENTER MASS, INC		CC Accounting: 1000-		-421000-422			
14	CC-1070	03/10/23 creamer	41.99			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 1000-		-421000-420			

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15	CC-1070	03/15/23 flight j.johnson	5.85			1000 202200			101000
	TRAVELOCITY			CC Accounting: 1000-		-421000-340			
16	CC-1070	03/15/23 flight j.johnson	52.84			1000 202200			101000
	TRAVELOCITY			CC Accounting: 1000-		-421000-340			
17	CC-1070	03/15/23 flight j.johnson	66.40			1000 202200			101000
	TRAVELOCITY			CC Accounting: 1000-		-421000-340			
18	CC-1070	03/15/23 flight j.johnson	291.70			1000 202200			101000
	UNITED AIRLINES			CC Accounting: 1000-		-421000-340			
19	CC-1070	03/15/23 american flight j.johnson	384.20			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-340			
20	CC-1070	03/15/23 american flight dura	428.40			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-340			
21	CC-1070	03/15/23 american flight jorgensen	428.40			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-340			
22	CC-1070	03/18/23 batteries	18.93			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-421000-420			
23	CC-1070	03/19/23 ear molds	37.90			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-421000-422			
24	CC-1070	03/19/23 flash drives	71.37			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-421000-497			
25	CC-1070	03/21/23 haugen/anderson flight	104.02			1000 202200			101000
	EXPEDIA.COM HEADQUARTERS			CC Accounting: 1000-		-421000-340			
26	CC-1070	03/21/23 haugen/anderson flight	24.00			1000 202200			101000
	UNITED AIRLINES			CC Accounting: 1000-		-421000-340			
27	CC-1070	03/21/23 haugen/anderson flight	19.00			1000 202200			101000
	UNITED AIRLINES			CC Accounting: 1000-		-421000-340			
28	CC-1070	03/21/23 haugen/anderson flight	77.00			1000 202200			101000
	UNITED AIRLINES			CC Accounting: 1000-		-421000-340			
29	CC-1070	03/21/23 haugen/anderson flight	77.00			1000 202200			101000
	UNITED AIRLINES			CC Accounting: 1000-		-421000-340			
30	CC-1070	03/21/23 haugen flight	588.39			1000 202200			101000
	UNITED AIRLINES			CC Accounting: 1000-		-421000-340			
31	CC-1070	03/21/23 anderson flight	588.39			1000 202200			101000
	UNITED AIRLINES			CC Accounting: 1000-		-421000-340			
32	CC-1070	02/23/23 membership for williams	99.00			1000 202200			101000
	LEDA - LAW ENFORCEMENT DRONE ASSOCIATION			CC Accounting: 1000-		-421000-667			
33	CC-1070	03/16/23 several batteries	307.19			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-421000-420			
Total for Vendor:			4,518.50						

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109790	E	3233 VISA POLICE #2	2,873.51						
1	CC-1071	03/02/23 new honor guard pins PINHEADQUARTERS.COM	39.10			1000 202200			101000
				CC Accounting: 1000-		-421000-422			
2	CC-1071	03/03/23 lodging for young/nelson EXPEDIA.COM HEADQUARTERS	1,306.48			1000 202200			101000
				CC Accounting: 1000-		-421000-340			
3	CC-1071	03/21/23 new honor guard young MARLOW WHITE	748.14			1000 202200			101000
				CC Accounting: 1000-		-421000-422			
4	CC-1071	10/09/50 lodging for j. johnson OMNI CHARLOTTE HOTEL	1,009.60			1000 202200			101000
				CC Accounting: 1000-		-421000-340			
5	CC-1071	03/24/23 new honor guard nelson MARLOW WHITE	365.19			1000 202200			101000
				CC Accounting: 1000-		-421000-422			
6	CC-1071	03/24/23 credit for training SAVAGE TRAINING GROUP	-595.00			1000 202200			101000
				CC Accounting: 1000-		-421000-340			
		Total for Vendor:	2,873.51						
109792	E	3234 VISA POLICE #3	414.23						
1	CC-1072	03/08/23 training for k. johnson MISC CLAIM VENDOR	75.00			1000 202200			101000
				CC Accounting: 1000-		-421000-340			
2	CC-1072	03/09/23 cadet antenna MISC CLAIM VENDOR	49.40			1000 202200			101000
				CC Accounting: 1000-		-421000-375			
3	CC-1072	03/19/23 nobles k9 training fuel LOVES #445	35.75			1000 202200			101000
				CC Accounting: 1000-		-421000-340			
4	CC-1072	03/19/23 nobles k9 training fuel HUMBOLDT AMPRIDE	40.14			1000 202200			101000
				CC Accounting: 1000-		-421000-340			
5	CC-1072	03/19/23 nobles k9 training fuel DAKOTA CONNECTION	28.72			1000 202200			101000
				CC Accounting: 1000-		-421000-340			
6	CC-1072	03/22/23 nobles k9 training fuel COUNTRY STORES	47.91			1000 202200			101000
				CC Accounting: 1000-		-421000-340			
7	CC-1072	03/25/23 nobles k9 training fuel COUNTRY STORES	43.41			1000 202200			101000
				CC Accounting: 1000-		-421000-340			
8	CC-1072	03/29/23 nobles k9 training fuel COUNTRY STORES	48.98			1000 202200			101000
				CC Accounting: 1000-		-421000-340			
9	CC-1072	03/31/23 nobles k9 training fuel CASEY'S GENERAL STORE #0051	17.93			1000 202200			101000
				CC Accounting: 1000-		-421000-340			
10	CC-1072	03/31/23 nobles k9 training fuel COFFEE CUP TRAVEL PLAZA	26.99			1000 202200			101000
				CC Accounting: 1000-		-421000-340			
		Total for Vendor:	414.23						

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109795	E	4300 VISA POLICE #5	333.81						
1	CC-1073	03/07/23 fuel trning feltman/schweyen	41.51			1000 202200			101000
	SHELL OIL			CC Accounting: 1000-		-421000-340			
2	CC-1073	03/12/23 fuel trning feltman/schweyen	28.10			1000 202200			101000
	SHELL			CC Accounting: 1000-		-421000-340			
3	CC-1073	03/15/23 fuel trning feltman/schweyen	38.12			1000 202200			101000
	HOLIDAY STATIONSTORES #2746429			CC Accounting: 1000-		-421000-340			
4	CC-1073	03/17/23 fuel trning feltman/schweyen	28.31			1000 202200			101000
	SHELL			CC Accounting: 1000-		-421000-340			
5	CC-1073	03/17/23 fuel trning feltman/schweyen	8.34			1000 202200			101000
	HOLIDAY STATIONSTORES #2746429			CC Accounting: 1000-		-421000-340			
6	CC-1073	03/17/23 fuel trning feltman/schweyen	21.68			1000 202200			101000
	CENEX ZIP TRIP #66			CC Accounting: 1000-		-421000-340			
7	CC-1073	03/19/23 swearing in ceremony	167.75			1000 202200			101000
	HORNACHERS			CC Accounting: 1000-		-421000-375			
		Total for Vendor:	333.81						
109799	E	4301 VISA POLICE #6	666.46						
2	CC-1074	03/14/23 iitems for CPA	18.99			1000 202200			101000
	FAMILY FARE			CC Accounting: 1000-		-421000-375			
3	CC-1074	03/16/23 s/h of honor guard pins	4.75			1000 202200			101000
	PINHEADQUARTERS.COM			CC Accounting: 1000-		-421000-422			
4	CC-1074	03/21/23 k9 jazz	19.29			1000 202200			101000
	WALMART			CC Accounting: 1000-		-421000-915			
5	CC-1074	03/21/23 k9 jazz	225.72			1000 202200			101000
	PETSMART			CC Accounting: 1000-		-421000-915			
6	CC-1074	03/27/23 k9 jazz	322.47			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-421000-915			
7	CC-1074	03/30/23 k9 jazz	75.24			1000 202200			101000
	PETSMART			CC Accounting: 1000-		-421000-915			
		Total for Vendor:	666.46						
109844	E	2423 VISA PUBLIC WORKS #1	5,687.39						
1	CC-1081	03/06/23 WW TESTING MANUALS	300.00			1000 202200			101000
	OFFICE OF WATER PROGRAMS			CC Accounting: 1000-		-450000-751			
2	CC-1081	03/09/23 C MOSS TRAVEL - CARTECON	558.80			1000 202200			101000
	AMERICAN AIRLINES			CC Accounting: 1000-		-450000-340			

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3	CC-1081 03/09/23	SA GLOVES	365.84			6010 202200			101000
	FULL SOURCE LLC			CC Accounting: 6010-		-450200-639			
4	CC-1081 03/09/23	SA SWEATSHIRT STOCK	212.28			6010 202200			101000
	FULL SOURCE LLC			CC Accounting: 6010-		-450200-422			
5	CC-1081 03/09/23	ST SWEATSHIRT STOCK	212.27			1000 202200			101000
	FULL SOURCE LLC			CC Accounting: 1000-		-430000-422			
6	CC-1081 03/09/23	SW SWEATSHIRT STOCK	212.27			6025 202200			101000
	FULL SOURCE LLC			CC Accounting: 6025-		-450000-422			
7	CC-1081 03/09/23	WA SWEATSHIRT STOCK	212.27			6020 202200			101000
	FULL SOURCE LLC			CC Accounting: 6020-		-450000-422			
8	CC-1081 03/09/23	C MOSS CARTECON REG	1,095.00			1000 202200			101000
	CARTEGRAPH SYSTEMS INC.			CC Accounting: 1000-		-450000-340			
9	CC-1081 03/10/23	SL SHIPPING	28.87			1000 202200			101000
	THE UPS STORE #6740			CC Accounting: 1000-		-430002-487			
10	CC-1081 03/13/23	C COSTELLO PANTS	193.47			6020 202200			101000
	CARHARTT			CC Accounting: 6020-		-450000-422			
11	CC-1081 03/13/23	C MOSS LODGING	272.71			1000 202200			101000
	LIVE BY LOEWS ARLINGTON			CC Accounting: 1000-		-450000-340			
12	CC-1081 03/14/23	TAX REFUND - COSTELLO	-13.50			6020 202200			101000
	CARHARTT			CC Accounting: 6020-		-450000-422			
13	CC-1081 03/13/23	C MOSS TRAVEL - RUBICON	673.41			6010 202200			101000
	AMERICAN AIRLINES			CC Accounting: 6010-		-450200-340			
14	CC-1081 03/13/23	L JACOBSON TRAVEL - RUBICON	673.41			6010 202200			101000
	AMERICAN AIRLINES			CC Accounting: 6010-		-450200-340			
15	CC-1081 03/21/23	STORM MEAL	58.38			1000 202200			101000
	SAM'S CLUB			CC Accounting: 1000-		-430000-490			
16	CC-1081 03/21/23	EE QTR GIFTCARDS	143.96			1000 202200			101000
	SAM'S CLUB			CC Accounting: 1000-		-450000-490			
17	CC-1081 03/22/23	RAIL MOUNT SOCKET	143.68			6025 202200			101000
	WALKER INDUSTRIAL			CC Accounting: 6025-		-450000-826			
18	CC-1081 03/23/23	SHEET METAL SHEAR	257.99			6010 202200			101000
	NORTHERN TOOL			CC Accounting: 6010-		-450200-433			
19	CC-1081 03/23/23	RET - SHEET METAL SHEAR	-257.99			6010 202200			101000
	NORTHERN TOOL			CC Accounting: 6010-		-450200-433			
20	CC-1081 03/23/23	SHEET METAL SHEAR	239.99			6010 202200			101000
	NORTHERN TOOL			CC Accounting: 6010-		-450200-433			
21	CC-1081 03/08/23	GAS - PICK UP NEW TRUCK	104.28			1000 202200			101000
	BP RICE LAKE			CC Accounting: 1000-		-430000-424			
Total for Vendor:			5,687.39						

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109845	E	4256 VISA PUBLIC WORKS #2	5,251.25						
1	CC-1082	03/02/23 POWER RELAY FINDER	63.85			6025 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting:	6025-	-450000-825			
2	CC-1082	03/03/23 JAW INSERTS	119.15			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting:	1000-	-455000-432			
3	CC-1082	03/05/23 GLOVES/SAFETY GLASSES	279.45			6025 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting:	6025-	-450000-639			
4	CC-1082	03/07/23 C ZANDER BOOTS	178.49			2210 202200			101000
		KARL'S AT THE NODAK CENTER		CC Accounting:	2210-	-428000-422			
5	CC-1082	03/09/23 FIRE ALARM SIGN	12.73			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting:	1000-	-455000-420			
6	CC-1082	03/09/23 SA GLOVES	189.00			6010 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting:	6010-	-450200-639			
7	CC-1082	03/09/23 SENSOR ASSEMBLY	24.99			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting:	1000-	-455000-420			
8	CC-1082	03/09/23 COTTER PINS	30.31			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting:	1000-	-455000-433			
9	CC-1082	03/14/23 B GRONAAS TRAVEL	150.00			2210 202200			101000
		\$150 CHARGED, ONLY \$63.83 USED, STATION GAVE HER CASH BACK IN AMT OF		CC Accounting:	2210-	-428000-340			
		86.17 - ADDED TO PETTY CASH KK							
		SHOREVIEW GAS							
10	CC-1082	03/14/23 GARAGE DOOR OPENERS	49.20			6025 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting:	6025-	-450000-826			
11	CC-1082	03/17/23 D BEHRNS PANTS	107.98			6025 202200			101000
		FLEET FARM		CC Accounting:	6025-	-450000-422			
12	CC-1082	03/17/23 C KRABbenhOFT PANTS	135.97			6025 202200			101000
		KARL'S AT THE NODAK CENTER		CC Accounting:	6025-	-450000-422			
13	CC-1082	03/18/23 SHOP TSHIRT SAMPLE	12.68			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting:	1000-	-455000-422			
14	CC-1082	03/17/23 SHOP TSHIRT SAMPLE	11.93			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting:	1000-	-455000-422			
15	CC-1082	03/17/23 EYEGLASS CLEANER	29.20			6010 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting:	6010-	-450200-639			
16	CC-1082	03/17/23 SHOP TSHIRT SAMPLE CREDIT	-11.93			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting:	1000-	-455000-422			
17	CC-1082	03/19/23 TONY - SHIRTS	75.99			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting:	1000-	-455000-422			

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CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 04/03/23 to 04/14/23

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* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
18	CC-1082	03/21/23 D HERSCH BOOTS	186.99			6025 202200			101000
		KARL'S AT THE NODAK CENTER		CC Accounting: 6025-		-450000-422			
19	CC-1082	03/21/23 FORESTRY TRINKETS	23.29			2210 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 2210-		-428000-375			
20	CC-1082	03/22/23 FORESTRY TRINKETS	39.95			2210 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 2210-		-428000-375			
21	CC-1082	03/22/23 DANE - PANTS	64.98			6025 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 6025-		-450000-422			
22	CC-1082	03/22/23 EAR PLUGS	43.90			6025 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 6025-		-450000-639			
23	CC-1082	03/21/23 FORESTRY BOOKS	99.34			2210 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 2210-		-428000-375			
24	CC-1082	03/23/23 SHOP TSHIRT SAMPLE CREDIT	-12.68			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 1000-		-455000-422			
25	CC-1082	03/24/23 WATER FEEDER/SWITCH	2,316.75			1000 202200			101000
		SIOUX CORPORATION		CC Accounting: 1000-		-430000-427			
26	CC-1082	03/27/23 RUN CAPACITOR	17.47			6025 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 6025-		-450000-826			
27	CC-1082	03/24/23 LOGAN - SHIRTS	167.97			6010 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 6010-		-450200-422			
28	CC-1082	03/24/23 JIM - SHIRTS	55.99			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 1000-		-455000-422			
29	CC-1082	03/28/23 C KRABbenhofT PANTS	42.49			6020 202200			101000
		KARL'S AT THE NODAK CENTER		CC Accounting: 6020-		-450000-422			
30	CC-1082	03/29/23 E JAMES MUK BOOTS	90.00			6025 202200			101000
		FLEET FARM		CC Accounting: 6025-		-450000-422			
31	CC-1082	03/29/23 T BUCHOLTZ BIBS	186.99			6020 202200			101000
		KARL'S AT THE NODAK CENTER		CC Accounting: 6020-		-450000-422			
32	CC-1082	03/30/23 Z STEFFENS PANTS	77.39			1000 202200			101000
		CARHARTT		CC Accounting: 1000-		-455000-422			
33	CC-1082	03/31/23 B PERREAULT BOOTS	160.18			1000 202200			101000
		BRUNT WORKWEAR		CC Accounting: 1000-		-455000-422			
34	CC-1082	04/01/23 E JOHNSON BOOTS/PANTS	231.25			6025 202200			101000
		KARL'S AT THE NODAK CENTER		CC Accounting: 6025-		-450000-422			
35	CC-1082	03/16/23 B GRONASS TRAVEL	0.01			2210 202200			101000
		SPRINGHILL SUITES BY MARRIOTT		CC Accounting: 2210-		-428000-340			
Total for Vendor:			5,251.25						

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CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 04/03/23 to 04/14/23

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* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
109846	E	4625 VISA PUBLIC WORKS #3	2,968.06						
1	CC-1076	03/08/23 B HANSON PANTS	149.97			6020 202200			101000
8533				CC Accounting: 6020-		-450000-422			
FLEET FARM									
2	CC-1076	03/09/23 E JAMES PANTS/COVERALLS	294.96			1000 202200			101000
8683				CC Accounting: 1000-		-430001-422			
FLEET FARM									
3	CC-1076	03/14/23 CONEX UBER	17.74			1000 202200			101000
UBER.COM				CC Accounting: 1000-		-430000-340			
4	CC-1076	03/14/23 CONEX UBER	12.65			6020 202200			101000
UBER.COM				CC Accounting: 6020-		-450000-340			
5	CC-1076	03/14/23 CONEX UBER	47.69			1000 202200			101000
UBER.COM				CC Accounting: 1000-		-430000-340			
6	CC-1076	03/14/23 MONORAIL TICKET	74.00			1000 202200			101000
LAS VEGAS MONORAIL				CC Accounting: 1000-		-450000-340			
7	CC-1076	03/15/23 CONEX UBER	42.19			1000 202200			101000
UBER.COM				CC Accounting: 1000-		-430000-340			
8	CC-1076	03/15/23 CONEX UBER	5.00			1000 202200			101000
UBER.COM				CC Accounting: 1000-		-430000-340			
9	CC-1076	03/14/23 CONEX UBER	47.29			1000 202200			101000
UBER.COM				CC Accounting: 1000-		-430000-340			
10	CC-1076	03/14/23 CONEX UBER	27.60			1000 202200			101000
UBER.COM				CC Accounting: 1000-		-430000-340			
11	CC-1076	03/15/23 CONEX UBER	28.98			6020 202200			101000
UBER.COM				CC Accounting: 6020-		-450000-340			
12	CC-1076	03/15/23 CONEX UBER	16.62			1000 202200			101000
UBER.COM				CC Accounting: 1000-		-430001-340			
13	CC-1076	03/15/23 CONEX UBER	24.50			6020 202200			101000
UBER.COM				CC Accounting: 6020-		-450000-340			
14	CC-1076	03/16/23 CONEX UBER	32.42			1000 202200			101000
UBER.COM				CC Accounting: 1000-		-430000-340			
15	CC-1076	03/16/23 CONEX UBER	30.68			6020 202200			101000
UBER.COM				CC Accounting: 6020-		-450000-340			
16	CC-1076	03/16/23 CONEX UBER	16.64			1000 202200			101000
UBER.COM				CC Accounting: 1000-		-430001-340			
17	CC-1076	03/16/23 CONEX UBER	16.29			1000 202200			101000
UBER.COM				CC Accounting: 1000-		-430000-340			

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CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 04/03/23 to 04/14/23

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* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
18	CC-1076	03/17/23 CONEX UBER	30.54			1000 202200			101000
	UBER.COM			CC Accounting: 1000-		-430000-340			
19	CC-1076	03/17/23 CONEX UBER	16.29			1000 202200			101000
	UBER.COM			CC Accounting: 1000-		-430001-340			
20	CC-1076	03/17/23 B MATZKE CONEX HOTEL	1,829.99			1000 202200			101000
	SAHARA LAS VEGAS			CC Accounting: 1000-		-450000-340			
21	CC-1076	03/08/23 RAIL SNP MOUNT SOCKET	206.02			6025 202200			101000
	WALKER INDUSTRIAL			CC Accounting: 6025-		-450000-826			
Total for Vendor:			2,968.06						
109779	-99751E	4662 VOYA	850.00						
1	03/24/23	March 23 Contributions	850.00			1000 212511			101000
Total for Vendor:			850.00						
109938		544 WALLWORK TRUCK CENTER	39.20						
1	357948	04/04/23 E-76 valve check-single	39.20			2060 415200	427		101000
109980		544 WALLWORK TRUCK CENTER	335.60						
1	01P359602	04/11/23 3036 COMBINATION	335.60			6010 450200	427		101000
Total for Vendor:			374.80						
109880		3062 WELK'S LAWN CARE LLC	450.00						
1	16387	04/11/23 SNOW REMOVAL	450.00			1000 430000	381		101000
Total for Vendor:			450.00						
109985		2184 WEST SIDE STEEL	104.93						
1	5787	04/07/23 4007 DECK SPAN	104.93			6010 450200	427		101000
110003		2184 WEST SIDE STEEL	308.42						
1	5820	04/11/23 SHEET METAL	308.42			6010 450200	914		101000
Total for Vendor:			413.35						
109814		4129 WESTERN NATIONAL MUTUAL INS CO	50.00						
1	71122	03/27/23 bond for hieb	50.00			1000 421000	667		101000
Total for Vendor:			50.00						

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CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 04/03/23 to 04/14/23

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* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
109791	106962S	3549 WEX	2,189.55						
1	03/24/23	MED APRIL 2023	214.58			1000 212530			101000
2	03/24/23	DEP APRIL 2023	1,974.97			1000 212523			101000
Total for Vendor:			2,189.55						
109858	-99744E	4676 WEX ELECTRONIC BIWEEKLY	27,439.76						
1	04/07/23	HSA Contributions	27,439.76			1000 212530			101000
109867	-99736E	4676 WEX ELECTRONIC BIWEEKLY	78.13						
1	04/07/23	HSA Adjustment	78.13			1000 212530			101000
Total for Vendor:			27,517.89						
109864		807 WEX HEALTH, INC	646.55						
1	1701741	03/31/23 COBRA, FSA, HSA	646.55			1000 414103	307		101000
Total for Vendor:			646.55						
109835		569 WF ANIMAL HOSPITAL	2,580.06						
1	262397	04/03/23 k9 jazz / thor	869.91			1000 421000	915		101000
2	262859	03/31/23 mar 2023 pound fee	1,710.15			1000 421000	396		101000
Total for Vendor:			2,580.06						
109780	106939S	338 XCEL ENERGY	64.61						
1	821041984	03/22/23 SM-75 51-0012199556-5	64.61			6025 450000	351		101000
109825		338 XCEL ENERGY	1,690.27						
1	821921916	03/29/23 STREET LIGHT FEED PTS	1,377.82			1000 430002	391		101000
2	821921916	03/29/23 PW VEHICLE STORAGE BLDG	312.45			6020 450000	351		101000
110022		338 XCEL ENERGY	2,716.70						
1	823340703	04/07/23 51-6685031-3 March utilitie	2,716.70			2060 415200	527		101000
Total for Vendor:			4,471.58						
# of Claims			242	Total:	2143,189.36	# of Vendors		171	
				Total Electronic Claims	1048,707.82				
				Total Non-Electronic Claims	1094481.54				

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



"Consent" or "Regular" Agenda
Item?
[Consent]

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

Roben Anderson

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

Vacant

Assistant City Administrator

Dustin T. Scott

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: April 17, 2023

Subject: Project No. 2272 – Concrete Pavement Repair

Action: Authorize Notice to Proceed; And Adopt Resolution Approving
Contract and Contractor's Bond

New Information and Recommendation:

During the regular meeting held on March 20, 2023 the City Commission reviewed bids and awarded contract to Ti-Zack Concrete, INC. 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

The following documents are attached for review/consideration:

- Notice to Proceed
- Resolution Approving Contract and Contractor's Bond

Staff Recommendation: Authorize Notice to Proceed; And Adopt Resolution Approving Contract and Contractor's Bond

Policy Analysis:

Concrete repair projects of a similar scope were completed in 2020, 2021, and 2022. As part of a proactive pavement management philosophy, we anticipate similar projects to continue annually. The Engineering Department will continue to collaborate pavement management projects with Public Works and strive to improve the quality and sustainability of our public streets.

Financial Analysis:

The Engineer's Report had a total estimated cost of \$750,000. Proposed funding is capital improvement sales tax. There are no special assessments anticipated with this project

Previously Presented Information and Commission Actions:

March 20, 2023-

- Staff Recommendation: Accept Bids and Award Contract to Ti-Zack Concrete, Inc for their bid amount of \$783,351.40
- Commission Action: Commissioner Olson approved and Commissioner Simmons seconded to approve. No opposition, motion carried.

February 6, 2023 –

- Staff Recommendation: Approve Plans and Specifications and authorize Advertisement for bids.
- Commission Action: Commissioner Olson moved and Commissioner George seconded to approve. No opposition, motion carried.

January 16, 2023-

- Staff Recommendation: Create Project No. 2272, Approve Engineer's Report; and Direct Engineer to prepare Plans and Specifications.

· **Commission Action:** Commissioner Olson moved and Commissioner Anderson seconded to approve. Commissioner George was absent and not voting, motion carried.

NOTICE TO PROCEED

Owner:	City of West Fargo	Owner's Contract No.:	2272
Contractor:	Ti-Zack Concrete, Inc	Contractor's Project No.:	
Engineer:	City of West Fargo	Engineer's Project No.:	2272
Project:	Concrete Pavement Repair	Contract Name:	Project No. 2272 – Concrete Pavement Repair
		Effective Date of Contract:	March 20, 2023

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on March 20, 2023.

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 September 1, 2023 and the date of readiness for final payment is September 29, 2023.

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

Submit any required Storm Water Permits or Plans and adhere to road restrictions

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 NO. 2272 – CONCRETE PAVEMENT REPAIR

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 general contract heretofore entered into by and between the City of West Fargo and Ti-Zack Concrete, Inc is in full conformity with the law, including Section 40-22-36 of the North Dakota Century Code; that the contractor's bond of Ti-Zack Concrete, Inc heretofore received and filed with the City Auditor is in full conformity with the law including Section 48-02-06.2 of the North Dakota Century Code; and that the contract and contractor's bond are hereby approved.

Dated: April 17, 2023

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.



"Consent" or "Regular" Agenda Item?

[Consent]

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

Roben Anderson

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

Vacant

Assistant City Administrator

Dustin T. Scott

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: April 17, 2023

Subject: Project No. 1342 – SA 40 Sanitary Lift Station Rehabilitation

Action: Approve Change Order No. 1

New Information and Recommendation:

SA 40 is the most critical sanitary sewer lift station in the city that pumps all of West Fargo's sewage to Fargo. This project was originally bid without the wet well coating repair with the anticipation that these improvements would be added via Change Order at a future date as shown in the previously approved Engineer's Statement of Estimated Cost.

The following documents are attached for review/consideration:

- Change Order No. 1
- Previously Approved Engineer's Statement of Cost

Staff Recommendation: Approve Change Order No. 1

Policy Analysis:

This project will update the most critical sanitary lift station that the city operates and it is crucial to maintain the coatings of the wet well to ensure continued operation of the lift station.

Financial Analysis:

At the November 7, 2022 Commission meeting the project was awarded with the attached Engineer's Statement of Cost that was in the approved packet which included this work estimate the cost to be \$200,000. Change Order No. 1 costs of \$189,070.00 is underneath that estimate.

Previously Presented Information and Commission Actions:

November 21, 2022 –

- **Staff Recommendation:** Authorize notice to Proceed; AND adopt resolution approving contract and Contractor's bond.
- **Commission Action:** Commissioner Olson moved and Commissioner George seconded to approve this item on the Consent Agenda with no opposition, motion carried.

November 7, 2022 –

- **Staff Recommendation:** Accept bid and award the General Contract to CC Steel and Accept quote and award the Electrical Contract to JDP Electric
- **Commission Action:** Commissioner Olson moved and Commissioner Anderson seconded to approve. Commissioner George was absent and not voting. No opposition, motion carried.

October 27, 2022 – Virtual bid opening was conducted.

September 19, 2022-

- **Staff Recommendation:** Approve purchase of controls and equipment from Quality Controls in the amount of \$179,165.00.
- **Commission Action:** Commissioner Olson moved and Commissioner George seconded to approve. No opposition, motion carried.

September 6, 2022-

- **Staff Recommendation:** Approve Task Order No. 61-1, Approve Plans and Specs; and Authorize Bid Advertisement.

-
- | | |
|--|---|
| | <ul style="list-style-type: none">· <u>Commission Action:</u> Commissioner Olson Moved and Commissioner George seconded to approve. Commissioner Simmons was absent and not voting. No opposition, motion carried. |
|--|---|

August 1, 2022-

- | | |
|--|--|
| | <ul style="list-style-type: none">· <u>Staff Recommendation:</u> Create Project No. 1342; Approve Engineer's Report; and Direct Engineer to prepare Plans and Specs.· <u>Commission Action:</u> Commissioner Simmons moved and Commissioner Olson seconded to approve. No opposition, motion carried. |
|--|--|
-

CHANGE ORDER NO.: 1

Owner: City of West Fargo
Engineer: Moore Engineering, Inc.
Contractor: CC Steel, LLC
Project: Sanitary Lift Station System Rehabilitation
Contract Name: No. 1 - General Construction Work
Date Issued: 3/28/2023

Owner's Project No.: 1342
Engineer's Project No.: 22671
Contractor's Project No.:

Effective Date of Change Order: 4/17/2023

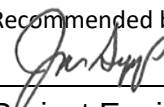
The Contract is modified as follows upon execution of this Change Order:

Description: At sanitary lift station SA40: 1) Remove and replace west wet well existing topcoat with 125 mils DFT of Epoxytec Series 456 (spray applied); and 2) Remove defective east wet well coatings and repair with 40 mils DFT of Tnemec Series 435 (roller applied). Waterstop and prepare as required for proper coating application.

Attachments: Exhibit A - Detailed breakout of costs

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 84,450.00	Original Contract Times: Substantial Completion: June 15, 2023 Ready for Final Payment: June 30, 2023
Increase from previously approved Change Orders No. -- to No. -- \$ 0.00	[Increase][Decrease] from previously approved Change Orders No. -- to No. -- Substantial Completion: N/A Ready for Final Payment: N/A
Contract Price prior to this Change Order: \$ 84,450.00	Contract Times prior to this Change Order: Substantial Completion: June 15, 2023 Ready for Final Payment: June 30, 2023
Increase this Change Order: \$ 189,070.00	Increase this Change Order: Substantial Completion: 1 year Ready for Final Payment: 1 year
Contract Price incorporating this Change Order: \$ 273,520.00	Contract Times with all approved Change Orders: Substantial Completion: June 15, 2024 Ready for Final Payment: June 30, 2024

Recommended by Engineer (If required)

By: 

Title: Project Engineer

Date: 3/29/2023

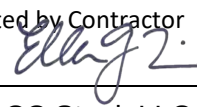
Authorized by Owner

By: _____

Title: _____

Date: _____

Accepted by Contractor

By: 

Title: CC Steel, LLC by Ella G. Trio | Chief Manager

Date: 3/28/2023

Approved by Funding Agency (if applicable)

By: _____

Title: _____

Date: _____

EXHIBIT A
CHANGE ORDER NO.: 1

<u>Item No. & Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Bid Unit Price</u>	<u>Decrease in Contract Price</u>	<u>Increase in Contract Price</u>
1. Temporary Provisions & Setup - West Chamber	L SUM	1.00	\$ 17,500.00		\$ 17,500.00
2. Temporary Provisions & Setup - East Chamber	L SUM	1.00	\$ 24,500.00		\$ 24,500.00
3. Existing Coating Testing - East Chamber	L SUM	1.00	\$ 5,000.00		\$ 5,000.00
4. Selective Demolition/Removal Defective Topcoats	HR	160.00	\$ 265.00		\$ 42,400.00
5. West Chamber - Epoxytec Series 456 (125 mils DFT)	SF	2,146.00	\$ 30.00		\$ 64,380.00
6. East Chamber - Tnemec Series 435 (40 mils DFT)	SF	1,000.00	\$ 27.00		\$ 27,000.00
7. Preparation Work - Labor	HR	20.00	\$ 95.00		\$ 1,900.00
8. Preparation Work - Materials	ALLOW	1.00	\$ 2,500.00		\$ 2,500.00
9. Supplemental Costs - Bonds/Insurance/Etc.	%	2.10	\$ 3,890.00		\$ 3,890.00

TOTALS \$ - \$ 189,070.00

NET CHANGE IN CONTRACT PRICE \$189,070.00

JUSTIFICATION:

- Existing wet well coating topcoat is experiencing delamination failures. The wet well topcoat coatings are should be repaired and/or replaced to continue to protect the underlying concrete structure from sewer gas corrosion.
-



Project No. 1342
Sanitary Lift Station System Rehabilitation
West Fargo ND
Project No. 22671
ENGINEER'S STATEMENT OF ESTIMATED COST

BID ITEM NO. & DESCRIPTION		UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
Contract No. 1: General Construction Work with Alternate Bid Electrical Work					
1.	General/Mechanical Work Lump Sum	LSUM	1	\$84,450.00	\$84,450.00
Contract No. 2: Electrical Construction					
2.	Electrical Work Lump Sum	LSUM	1	\$216,669.00	\$216,669.00
--	Owner Purchase MCC & Controls Equipment:	CASH	1	\$179,165.00	\$179,165.00
--	Wet Well Coatings Repair (By Future Contract)	LSUM	1	\$200,000.00	\$200,000.00
Construction Subtotal					\$680,284.00
Contingencies (~10%)					\$69,716.00
Total Construction					\$750,000.00
Study & Report					\$17,000.00
Engineering					\$82,500.00
Additional Construction Services					\$1,700.00
Legal & Administration					\$28,800.00
TOTAL COST					\$880,000.00



"Consent" or "Regular" Agenda Item?

[Consent]

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

Roben Anderson

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

Vacant

Assistant City Administrator

Dustin T. Scott

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: April 17, 2023

Subject: MSA with Bolton & Menk

Action: Approve a Master Service Agreement with Bolton & Menk

New Information and Recommendation:

The City of West Fargo routinely uses Bolton & Menk for work with the City's signal designs and transportation studies. Given the amount of work being conducted it is prudent that we enter in to a Master Services Agreement (MSA) with Bolton & Menk.

This MSA has been reviewed by Ohnstad Twichell and is similar in scope and nature with the MSA's that we have with other engineering firms.

The following documents are attached for review/consideration:

- MSA between West Fargo and Bolton & Menk

Staff Recommendation:

Approve Master Services Agreement with Bolton & Menk

Previously Presented Information and Commission Actions:

None-

|

**AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL
SERVICES—TASK ORDER EDITION**

MAIN AGREEMENT

This Main Agreement is a part of the Agreement between

CITY OF WEST FARGO

and

BOLTON & MENK, INC.

Dated as of March 22, 2023

Approved by the West Fargo City Commission on _____, 2023

**AGREEMENT BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES—TASK ORDER EDITION**

MAIN AGREEMENT

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES—TASK ORDER EDITION

MAIN AGREEMENT

This Main Agreement is a part of the Agreement between **City of West Fargo, North Dakota** (Owner) and **Bolton & Menk, Inc.** (Engineer). Other terms used in the Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Main Agreement sets forth the general terms and conditions that apply to all duly executed Task Orders.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 General

- A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project, or for a portion of a Specific Project.
- B. The Main Agreement is not a commitment by Owner to issue any Task Orders.
- C. Engineer will not be obligated to perform any prospective Task Order unless and until (1) Owner and Engineer agree to the particulars of the assignment, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters, and include such particulars in the Task Order, and (2) Owner and Engineer both sign the Task Order.
- D. Each duly executed Task Order will be subject to the terms and conditions of (a) this Main Agreement; (b) the Main Agreement's exhibits; (c) any executed written amendments of the Main Agreement (see Exhibit C); (d) the specific Task Order itself; (e) the specific Task Order's exhibits; and (f) any amendments or modifications of the specific Task Order.

1.02 Task Order Procedure

- A. The general recommended format of a Task Order is presented in the accompanying Task Order Form. Commonly-used Task Order exhibits are presented in the accompanying Exhibits to Task Order document.
- B. Each specific Task Order will indicate:
 - 1. Project Background Data;
 - 2. Specific services to be performed by Engineer ("Scope"), including key deliverables;
 - 3. Additions or Modifications to Owner's Responsibilities;
 - 4. Task Order Schedule;

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5. Engineer's Compensation for Task Order; and
 6. Primary Subconsultants, if any.
- C. With respect to the Engineer's scope of services under a specific Task Order, each specific Task Order will either (1) be accompanied by and incorporate an Exhibit A, "Engineer's Services Under Task Order," and Exhibit B, "Deliverables Schedule," prepared for the specific Task Order, or (2) state a customized scope of services and deliverables schedule in the Task Order document itself or in an attachment.
- D. Upon signature of the Task Order by both parties (but no earlier than the Effective Date of the specific Task Order), Engineer will commence performance and furnish, or cause to be furnished, the services authorized by the Task Order.
- E. Task Orders may be amended as set forth in Paragraph 8.05.B of this Main Agreement.

1.03 Management of Engineering Services

- A. All phases of Engineer's services under each Task Order will include management of Engineer's Specific Project responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.
1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:
 - a. be consistent with and serve as a supplement to the Schedule of Deliverables set forth in Exhibit B to Task Order.
 - b. be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.
 - c. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.
 2. Develop and submit detailed work plans from Exhibit A to Task Order tasks.
 3. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.
 4. Prepare for and participate in meetings with consultants and contractors working on other parts of the Specific Project that may affect, or be affected by, Engineer's services or resulting construction.
 5. Prepare and submit **monthly** engineering services progress reports to the Owner. Include a summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.
 6. Special Invoicing: In addition to, or as a substitute for, Engineer's standard invoicing, for each invoice provide the specified additional information or documentation, following the invoicing procedures indicated: **Not Applicable**.
 7. Conduct ongoing management tasks, including:

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- a. Maintaining communications records and files pertaining to or arising from Engineer's services;
 - b. With respect to Engineer's services and other directly relevant parts of the Specific Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and
 - c. Preparing agendas prior to and minutes following all Engineer-led meetings.
- B. Unless a different standard is expressly set forth in a specific Task Order, in all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with **Engineer's CAD standards**.
- C. The source documents for the draft and final Specifications in all phases of Engineer's services will be **Owner's standard details and specifications**, unless a different source document is expressly identified in the specific Task Order.

1.04 Sequencing and Coordination

- A. For each Task Order, the Work to be designed or specified by Engineer, upon which the Engineer's scope has been established, will be performed or furnished under one prime Construction Contract, unless specified otherwise in the Task Order.
- B. If the Work designed or specified by Engineer under a specific Task Order is to be performed or furnished under more than one prime Construction Contract, or if Engineer's services are to be separately sequenced with the work of one or more of Owner's consultants or contractors (such as in the case of fast-tracking), then:
 - 1. the Task Order's Deliverables Schedule will account for the need to sequence and properly coordinate Engineer's services as applicable to the Work under the Construction Contracts; or
 - 2. If the Task Order does not address such sequencing and coordination, then Owner and Engineer will jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order, whether the work under such contracts is to proceed concurrently or sequentially.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Application of Owner's Responsibilities

- A. The responsibilities of Owner set forth in Article 2 apply to each Specific Project and each specific Task Order. Supplemental responsibilities of Owner applicable only to a specific Task Order may be stated in the specific Task Order.

2.02 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of the Specific Project, including Owner's:

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1. design objectives and constraints;
 2. space, capacity, and performance requirements;
 3. flexibility and expandability needs;
 4. design and construction standards;
 5. budgetary limitations; and
 6. any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer's assessment of initially-available information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services under the Task Order; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Surveys, Mapping, and Utility Documentation.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
 7. Data or consultations as required for the specific Task Order but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- D. If a specific Task Order requires Engineer to assist Owner in collating the various cost categories that comprise Total Project Costs, Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice).

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- E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications prepared or furnished under a Task Order will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
- F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A to Task Order.
- G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Specific Project.

2.03 Owner's Instructions Regarding Bidding and Construction Contract Documents

- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:
 - 1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in draft Construction Contract Documents;
 - 2. insurance and bonding requirements;
 - 3. protocols for electronic transmittals during bidding and construction;
 - 4. Owner's safety and security programs applicable to Contractor and other Constructors;
 - 5. diversity and other social responsibility requirements;
 - 6. bidding and contract requirements of funding, financing, or regulatory entities;
 - 7. other specific conditions applicable to the procurement of construction or contract documents;
 - 8. any other information necessary for Engineer to assist Owner in preparing, for each Specific Project, bidding-related documents (or requests for proposals or other construction procurement documents) and Construction Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise) and other engineering or technical matters.
 - 1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Owner shall place and pay for advertisements for Bids in appropriate publications.

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2.04 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for each Specific Project:
 - 1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - 2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
 - 3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for each Specific Project.
- D. With respect to the portions or phases of each Specific Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:
 - 1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
 - 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Specific Project.
- E. Owner may delegate to a Contractor or others the responsibilities set forth in Paragraphs 2.04.C and D.

2.05 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement and under each Task Order.
- B. Owner will provide Engineer with Owner's budget for each Specific Project, including type and source of funding to be used and will promptly inform Engineer if the budget or funding sources change.

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- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement and under each Task Order.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement and under each Task Order.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement or any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement or any Task Order, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or
 - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to a Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, then Owner shall define and set forth, in an exhibit to the governing Task Order, the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- J. Owner shall:
 - 1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 - 2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
 - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.

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- b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
- 3. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of each Task Order, as required.
- 4. Perform or provide the following:
 - a. All other Owner responsibilities expressly identified in any Task Order, not otherwise set forth in this Agreement.

2.06 Payment

- A. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4.

ARTICLE 3—TERM AND TIMES FOR RENDERING SERVICES

3.01 Term

- A. This Agreement will be effective and applicable to Task Orders issued hereunder 3 years from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 Commencement

- A. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.

3.03 Time for Completion

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of a Specific Project, or of Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- D. If the Contract Times to complete the Work under a Construction Contract are extended beyond the period stated in the governing Task Order, Owner will pay Engineer for the additional services during the extension based on the Standard Hourly Rates Method of Payment.
- E. If Engineer fails, for reasons within the control of Engineer, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

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ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices; the terms of any progress reporting and special invoicing requirements in Paragraph 1.03, or as otherwise required in Exhibit A to the Task Order; and with the applicable terms of Appendix 1 to Main Agreement, Reimbursable Expenses Schedule, and Appendix 2 to Main Agreement, Standard Hourly Rates Schedule. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion, subject to the terms of Article 4. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and
 - 2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- D. Sales or Use Taxes: If after the Effective Date of a Task Order any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of this Main Agreement and the specific Task Order.

4.03 Basis of Compensation

- A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services must be identified in each specific Task Order (Task Order Form, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The three following bases of compensation are used for services under Task Orders, as identified in each specific Task Order:
 - 1. Lump Sum (plus any expenses expressly eligible for reimbursement)

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2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
 3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)
- C. The terms and conditions applicable to each of the three compensation methods are set forth in Paragraph 4.04.

4.04 Explanation of Compensation Methods

A. Lump Sum

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
2. The Lump Sum will include compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Engineer's Subcontractor and Subconsultant charges.
3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges):
 - a. **NONE**
4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services completed during the billing period to the Lump Sum.

B. Standard Hourly Rates

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph 4.05 below, and Appendix 1.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Agreement as Appendices 1 and 2.
4. The total estimated compensation for the specified category of services will be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus

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reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).

6. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually January 1st of each year to reflect equitable changes in the compensation payable to Engineer.

4.05 Reimbursable Expenses

- A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount includes the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Engineer's Subcontractor and Subconsultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in Paragraph 4.04.A.3 above.
- B. Expenses eligible for reimbursement under the Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order:
 1. Transportation (including mileage), lodging, and subsistence incidental thereto;
 2. Providing and maintaining field office facilities including furnishings and utilities;
 3. Toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items;
 4. Consultant charges; and
 5. Other expenses identified in Appendix 1.
- C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Standard Hourly Rate methods must be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.
- D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of **1.0**.
- E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges will be the amount billed by such Consultants to Engineer times a factor of **1.1**.
- F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

4.06 Other Provisions Concerning Payment

- A. Estimated Compensation Amounts

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1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination for Owner's convenience of Engineer's services under the Task Order. Upon notice, Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services under the Task Order for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer will be paid for all services rendered.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

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- B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Laws and Regulations, and Policies and Procedures
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date of the Task Order to Laws and Regulations,
 - b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures, and
 - c. changes after the Effective Date of the Task Order to Owner-provided written policies or procedures.
- F. General Conditions of Construction Contract: The general conditions for any construction contract documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in this Agreement.
- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under a specific Task Order, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence the Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.

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- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.
- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer, subject to the following provisions:
 - 1. Upon receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents for a Specific Project and subject to the explicit exclusions in this Paragraph 6.02.A, Engineer and any Subconsultants will grant to Owner the ownership of the Documents for that Specific Project, including all associated copyrights and the right of reuse.
 - 2. When requested by Owner, Engineer will perform any clerical or administrative acts reasonably necessary to confirm or record the transfer of Engineer's interests in the Documents to the Owner, and Owner will reimburse the Engineer for its costs to comply with the transfer request.
 - 3. Engineer shall have and retain the ownership, title, and property rights, including copyright, patent, intellectual property, and common law rights, in any design elements

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(including but not limited to standard details, drawings, plans, specifications, methodologies, and engineering computations) used in the Documents, but developed by Engineer or its Subconsultants previous to or independent of this Agreement (“Previously/Independently Created Works”). Engineer shall provide appropriate verification of such previous or independent development upon Owner’s request.

4. Upon receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents for a Specific Project, Engineer will issue to Owner a royalty-free, nonexclusive and irrevocable license to use such Previously/Independently Created Works on that Specific Project or on any extension of that Specific Project.
 5. Owner acknowledges that the Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project or Specific Project, or for any other use or purpose, without written verification or adaptation by Engineer.
 6. Any such use or reuse, or any modification of the Documents for a Specific Project, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner’s sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants.
 7. Owner shall hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys’ fees, arising out of or resulting from any use, reuse, or modification of the Documents for a Specific Project without written verification, completion, or adaptation by Engineer.
 8. Such limited license to Owner shall not create any rights in third parties.
 9. Nothing herein limits the Engineer’s right of use or reuse of Previously/Independently Created Works or any of Engineer’s non-Documents work product.
- B. If Engineer, at Owner’s request, verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer’s good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.
- D. Engineer will obtain Owner’s consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer’s right to include information in

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statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, all correspondence, Documents, text, data, drawings, information, and graphics related to each Specific Project, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).
 - 1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP or in a specific Task Order.
 - 2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.
- B. If this Agreement does not include Exhibit F, or a specific Task Order expressly excludes the application of Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
- C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.
- D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
 - 1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
 - 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
 - 4. not seek contribution from insurance maintained by the additional insured.

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- C. Owner shall procure and maintain insurance as set forth in Exhibit G.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.
- E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
 - 1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation made available for review under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
- F. All construction contracts entered into by Owner with respect to a Specific Project must require builder's risk or similar property insurance.
- G. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.
- I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so, requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage,

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different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Engineer's services under a specific Task Order for up to 90 days upon 7 days' written notice to Engineer.
2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under a Task Order:
 - a. if Owner has failed to pay Engineer for invoiced services and expenses under that Task Order, as set forth in Paragraphs 4.02.B and 4.02.C;
 - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
 - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under the Task Order.
3. A suspension under a specific Task Order, whether by Owner or Engineer, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. Termination for Cause—Task Order

1. Either party may terminate a Task Order for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Task Order, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate a Task Order for cause upon 7 days' written notice:
 - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
 - b. if the Engineer's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
 - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

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- C. Termination for Cause—Main Agreement: In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon 7 days' notice Engineer may terminate this Main Agreement and all Task Orders.
- D. Termination for Convenience by Owner: Owner may terminate a Task Order or this Main Agreement for Owner's convenience, effective upon 7 days' written notice to Engineer.
- E. Effective Date of Termination: If Owner terminates the Main Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days (but no less than 7 days) later to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. Engineer shall be entitled to compensation for such tasks.
- F. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services that have been performed or furnished in accordance with this Main Agreement and the specific Task Order, and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
 - 1. If Owner has terminated a Task Order for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Main Agreement or as otherwise agreed in writing.
 - 2. If Owner has terminated the Main Agreement for convenience, or if Engineer has terminated a Task Order for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in this Main Agreement.

6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Main Agreement and any Task Order issued under this Main Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Main Agreement, or in any Task Order, without the written

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consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. 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 this Main Agreement or any Task Order.

C. Unless expressly provided otherwise in this Main Agreement:

1. All duties and responsibilities undertaken pursuant to this Main Agreement or any Task Order will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
2. Nothing in this Main Agreement or in any Task Order will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in all Construction Contracts associated with this Main Agreement and its Task Orders.

6.07 Dispute Resolution

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
- B. Mediation: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Main Agreement or any Task Order hereunder, or to any breach of this Main Agreement or any Task Order ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.
- C. If the parties fail to resolve a dispute through mediation under Paragraph 6.07.B, then either or both may invoke the applicable dispute resolution procedures of Exhibit H. If Exhibit H is not included, or if no applicable dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.08 Controlling Law; Venue

- A. This Main Agreement and all Task Orders (unless expressly stated otherwise) are to be governed by the Laws and Regulations of the state in which the principal office of the Owner is located: **Cass County, North Dakota**.
- B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of Owner's principal office; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which Owner's principal office is located.

6.09 Environmental Condition of Site

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order), Owner represents to Engineer that, as of the Effective Date of the Task Order, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

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- B. Undisclosed Constituents of Concern. For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as “undisclosed” Constituents of Concern.
1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.
 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that for all Task Orders the Engineer’s scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Specific Project adversely affected thereby until such portion of the Specific Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- E. If the presence at a Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer’s services under a specific Task Order, then:
1. if the adverse effects do not preclude Engineer from completing its Specific Project services in general accordance with the Task Order on unaffected or marginally affected portions of the Specific Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Task Order will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
 2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its Specific Project services without significant changes to the scope

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of services, time of completion, and compensation, then Engineer may terminate the Task Order for cause on 7 days' written notice.

- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Mutual Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- B. Hold Harmless by Owner: To the fullest extent permitted by Laws and Regulations and subject to the maximum limits of liability set forth in North Dakota Century Code Chapter 32-12.1, Owner shall hold harmless Engineer, and Engineer's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, or other Contractors of Owner. This provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special,

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incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Main Agreement or a Task Order will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All notices must be effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Main Agreement or in a Task Order will survive completion or termination for any reason.
- C. Severability: Any provision or part of the Main Agreement or any Task Order held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Main Agreement and any Task Order will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Specific Project is not completed, then no later than the date of Owner's last payment to Engineer under the applicable Task Order.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (as defined herein), terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

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2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of a specific Task Order.
3. Agreement—This written contract for professional services between Owner and Engineer, including the Main Agreement, all exhibits and appendices to the Main Agreement identified in Paragraphs 8.01 and 8.02, all duly executed amendments, and all Task Orders, including all exhibits and duly executed amendments to such Task Orders.
 - a. Main Agreement—See definition at Paragraph 7.01.A.28 below.
4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of a specific Task Order.
6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
10. Construction Contract—The entire and integrated written contract between the Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.

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12. **Construction Contract Price**—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. **Construction Contract Times**—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. **Construction Cost**—The cost to Owner of the construction of those portions of a Specific Project designed or specified by or for Engineer under a Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors), performing or supporting construction activities relating to a Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. **Contractor**—The entity or individual with which Owner enters into a Construction Contract.
17. **Documents**—All documents expressly identified as deliverables in this Main Agreement or in any Task Order, whether in printed or Electronic Document form, required to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. **Drawings**—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. **Effective Date of the Main Agreement**—The date indicated in this Main Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Main Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. **Effective Date of the Task Order**—The date indicated in a specific Task Order on which the Task Order becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
21. **Electronic Document**—Any Specific Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

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22. **Electronic Means**—Electronic mail (email), upload/download from a secure Specific Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
23. **Engineer**—The individual or entity named as such in this Main Agreement.
24. **Engineer's Subcontractor**—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to a Specific Project as an independent contractor.
25. **Field Order**—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
26. **Front-End Construction Contract Documents**—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
27. **Laws and Regulations; Laws or Regulations**—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
28. **Main Agreement**—The portion of the Agreement containing the general terms and conditions of the contract between Owner and Engineer, applicable to all Task Orders, including but not limited to provisions regarding task order procedures, Owner responsibilities, invoice and payment procedures, standard of care, ownership of documents, suspension and termination, and definitions.
29. **Owner**—The individual or entity named as such in this Main Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
30. **Record Drawings**—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
31. **Resident Project Representative**—As authorized by a specific Task Order, the representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR)

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includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR (if any) will be as set forth in each Task Order.

32. **Samples**—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
33. **Shop Drawings**—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
34. **Site**—Lands or areas to be indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
35. **Specifications**—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
36. **Specific Project**—A specifically identified and defined total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
37. **Subconsultant**—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to a Specific Project as an independent contractor.
38. **Subcontractor**—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
39. **Submittal**—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
40. **Substantial Completion**—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract

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Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

41. **Supplier**—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
42. **Task Order**—A document executed under this Main Agreement by Owner and Engineer (including incorporated exhibits and amendments if any), stating the scope of services, Engineer's compensation, times for performance of services, and other relevant information.
43. **Total Project Costs**—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.
44. **Underground Facilities**—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
45. **Work**—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
46. **Work Change Directive**—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

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ARTICLE 8—EXHIBITS AND APPENDICES TO MAIN AGREEMENT; TASK ORDER FORM; EXHIBITS TO TASK ORDER; SPECIAL PROVISIONS

8.01 Exhibits to Main Agreement

The following exhibits are incorporated by reference and included as part of this Main Agreement, and as such are applicable to all Task Orders:

- A. Reserved.
- B. Reserved.
- C. Exhibit C, Amendment to Main Agreement (form).
- D. Reserved.
- E. Reserved.
- F. Exhibit F, Electronic Documents Protocol (EDP).
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.

8.02 Appendices to Main Agreement

- A. The following appendices are incorporated by reference and made a part of this Main Agreement:
 - 1. Appendix 1—Reimbursable Expenses Schedule
 - 2. Appendix 2—Standard Hourly Rates Schedule

8.03 Resource Documents: Task Order Form and Exhibits to Task Order

- A. The parties acknowledge the accompanying documents, “Part 3 of 4: Task Order Form” and “Part 4 of 4: Exhibits to Task Order.” These documents are a resource for the parties’ use when a specific Task Order is issued. To the extent practical and applicable to a Specific Project, the parties will use the Task Order Form and Exhibits to Task Order as the basis for preparing the specific Task Order and its exhibits. The Task Order Form and Exhibits to Task Order are not a part of this Main Agreement or binding on the parties except to the extent they serve as the basis for a duly executed Task Order and its exhibits.

8.04 Executed Task Orders and Their Exhibits

- A. When a specific Task Order is duly executed by Owner and Engineer, the Task Order and its exhibits become an integral part of the Agreement, governed by the Main Agreement and its exhibits.

8.05 Total Agreement; Amendments to Main Agreement and Task Orders

- A. This Agreement (as defined herein) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings.
- B. Amendments:

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1. This Main Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Such written instruments should be based whenever possible on the format of Exhibit C to this Main Agreement.
2. Amendments and modifications to a Task Order may be made by execution of a new, expressly related Task Order, or by execution of a written amendment to the Task Order.
3. Nothing in any Task Order will be construed as revising or modifying the terms and conditions of the Main Agreement or its exhibits, except as expressly stated in such Task Order.

8.06 Designated Representatives

- A. With the execution of this Main Agreement, Engineer and Owner shall each designate a specific individual to act as representative under the Main Agreement. Such an individual must have authority to execute Task Orders, transmit instructions, receive information, and render decisions with respect to this Main Agreement, on behalf of the party that the individual represents.
- B. With the execution of each Task Order, Engineer and Owner shall each designate a specific individual to act as representative with respect to the Task Order. Such individual must have authority to transmit instructions, receive information, and render decisions with respect to the specific Task Order, on behalf of the party that the individual represents.

8.07 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.07:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.08 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
 1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict

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of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

This Main Agreement's Effective Date is March 22, 2023.

Owner:

City of West Fargo, North Dakota

(name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attach evidence of authority to sign.

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

Engineer:

Bolton & Menk, Inc.

DocuSigned by:

(name of organization)

By:

(individual's signature)

Date:

March 23, 2023

(date signed)

Name:

Chris Chromy

(typed or printed)

Title:

Senior Principal Transportation Eng.

(typed or printed)

Attach evidence of authority to sign.

Attest:

Mike Bittner

(individual's signature)

Title:

Mike Bittner

(typed or printed)

Address for giving notices:

Bolton & Menk

3168 41st Street South Suite 2

Fargo, North Dakota, 58104

Designated Representative:

Name:

Mike Bittner

(typed or printed)

Title:

Principal Transportation Engineer

(typed or printed)

Address:

Bolton & Menk

3168 41st Street South Suite 2

Fargo, North Dakota, 58104

Phone:

701-306-1670

Email:

mike.bittner@bolton-menk.com

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CITY OF WEST FARGO - AIRBORNE VECTOR CONTROL, LLC.
MOSQUITO SPRAYING AGREEMENT
2023 – 2025

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

RECITAL

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

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

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

SECTION I.

City hereby engages Contractor as an independent contractor, and not as an employee, to conduct aerial spraying of pesticides of approximately 10,750 acres over the City when directed to do so by Cass County Vector Control (CCVC), and Contractor hereby accepts and agrees to such engagement. City acknowledges and agrees that CCVC will be responsible for the direction of Contractor's work under the terms of this Agreement.

SECTION II.

The term of this Agreement shall commence May 1, 2023 subject to Section III of Agreement and shall terminate November 1, 2025(the "Term"), subject, however, to prior termination as hereinafter provided.

SECTION III.

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

- \$24,187.50 Retainer Fee paid on or before April 1st of 2023 and before April 1st on each renewal year thereafter.
- The quoted rate per acre (see Appendix A) is based on the use of the chemical Permethrin 30 + 30 applied at .007 lbs. per acre and mixed with mineral oil for a finished rate of 1 oz. per acre.
- If the City determines that a different application rate of Permethrin or a chemical other than Permethrin should be used, then the rate per acre shall be renegotiated and both the City and Contractor agree to negotiate in good faith.

- City shall pay Contractor a \$500.00 Ferry Fee for each application and assessed to every release of the aircraft by the City.

The Retainer Fee will be subtracted from the billing cycles until 100% of the Retainer Fee has been assessed against Contractor by the City, therefore reducing the cost of the initial billings by \$24,187.50 . If at the end of each spray season there remains any unused Retainer Fee, then the unused Retainer Fee shall be retained by and become the sole property of Contractor. Any unused Retainer Fee will not apply to future spray seasons.

SECTION IV.

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

SECTION V.

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

SECTION VI.

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

SECTION VII.

No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith and no evidence of any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or

modification is in writing, duly executed as aforesaid and the parties further agree that the provisions of this section may not be waived as herein set forth.

SECTION VIII.

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

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

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

SECTION IX.

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

SECTION X.

Contractor agrees that, upon receiving written authorization from CCVC, aerial application of pesticides over the City shall be completed within a reasonable time from notification by CCVC, not to exceed seventy-two (72) hours, unless such performance is prevented by an act of God (such as high

winds, rain or cold temperature) or unforeseen circumstances beyond the control of the Contractor pertaining to the aerial application of the City or aerial application of other clients of Contractor. However, the City reserves the right to cancel or withdraw said notice in writing delivered by CCVC to Contractor prior to the scheduled application. No aerial spraying shall occur without prior written notification to Contractor by and with the approval of CCVC.

SECTION XI.

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

SECTION XII.

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

SECTION XIII.

With respect to termination of this Agreement:

- In the event of any violation by Contractor of any of the terms of this Agreement, and after failure by Contractor to remedy such violation within fifteen (15) days after written notice of such violation by City, City thereon may terminate this Agreement with written notice to Contractor and with pay for services rendered only to the time of such termination.
- In the event Contractor is not paid by the City in full within thirty (30) days after the delivery of an invoice by Contractor to the City, then Contractor may terminate this Agreement without notice and shall not be further obligated to the City for further aerial spraying.
- If the City and Contractor cannot agree on a renegotiated rate based on the change of the chemical used for spraying, as discussed under Section III of this Agreement, then

Contractor may terminate this agreement with thirty (30) days written notice and shall not be further obligated to the City for further aerial spraying.

- In the event that the City terminates this Agreement prior to the end of the Term and there is no unremedied violation by Contractor, then City shall be obligated to pay the remaining unpaid Retainer Fees through the end of the existing Term of this Agreement payable as a lump sum within thirty (30) days of termination. In the event that the Contractor terminates this Agreement prior to the end of the Term, then City shall not be obligated to pay remaining unpaid Retainer Fees.

SECTION XIV.

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement at West Fargo, North Dakota, on
the ____ day of _____, 2023.

AIRBORNE VECTOR CONTROL, LLC.

By _____
Robert Aslesen, Manger

CITY OF WEST FARGO

By _____
Bernie Dardis, Mayor of West Fargo

ATTESTING:

By _____
Director of Finance

APPENDIX A

PRICING STRUCTURE

(1) Price per Acre

Combined Acres Per Application	Unit Price *
Fee based on spraying over 15,000 acres	\$2.25 per acre
Fee based on 5,001 – 15,000 acres	\$2.65 per acre
Fee based on 0 – 5,000 acres	\$3.10 per acre
Retainer Fee ⁺	<i>See Schedule Below</i>

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

(2) Ferry Fee per Application

Ferry Fee of \$500 per jurisdiction per application.

(3) Retainer Fee per Jurisdiction per Season

Jurisdiction	Retainer Fee ⁺
--------------	---------------------------

City of West Fargo, ND	\$24,187.50
------------------------	-------------

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



To: West Fargo City Commission
From: Aaron Nelson, Planning Director

Date: April 17, 2023

Subject: Confirmation of appointment to Planning & Zoning Commission

Action: Confirm appointment of Kathi Schwan to the Planning & Zoning Commission

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:
Administration/Finance

Commissioner

Roben Anderson

Primary Portfolio:
Planning, Zoning and Engineering

Secondary Portfolio:
Sanitation

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

Dustin Scott, Assistant Administrator

Summary:

The Planning & Zoning Commission consists of eight members—five appointed by the City and three appointed by the County.

Appointees serve five-year terms. For the City's five appointees, municipal code stipulates that the President of the Board of City Commissioners shall make such appointments, subject to confirmation by the Board of City Commissioners.

The West Fargo Planning & Zoning Commission currently has a vacancy for one City-appointed member. The City received two applications upon a recent public solicitation for applications. With consultation from staff, President Dardis has opted to appoint Kathi Schwan to a five-year term on the Planning & Zoning Commission. Ms. Schwan's application is attached for reference.

Recommended Action:

The requested action of the City Commission is to confirm the appointment of Kathi Schwan to the West Fargo Planning & Zoning Commission.



Application for Boards and Commissions

Board or Commission for which you are applying: *

Planning & Zoning Commission

Personal Information

Last Name: *

Schwan

First Name: *

Kathi

Middle Name:

R

Mailing Address: *

Street Address

239 39th Ave E

Address Line 2

City

West Fargo

Postal / Zip Code

58078

State / Province / Region

ND

Country

United States

Business Phone Number:

[REDACTED]

Home Phone Number: *

[REDACTED]

Employer Name:

Retired

Your Job Title:

Retired

Employer Address

Street Address

Address Line 2

City

Postal / Zip Code

State / Province / Region

Country

Education List

School Attended: *

St Lukes School of Nursing, Fargo, ND Presentation College, Aberdeen, SD, NDSU, Fargo ND

School Address:

Street Address

see above

Address Line 2

City

State / Province / Region

Postal / Zip Code

Country

Number of Years Attended:

5

Did You Graduate? *☒ Yes ☐ No**Major-Course of Study**

Nursing, Business Management, Marketing

Memberships in Organizations and Offices Held (indicate dates held):

AARP ND Volunteer State President 2016-2023; AARP Central States Region Volunteer Director, newly appointed for 6 yr term in 2023; Board Member, ND Assistive, term began 2022; President Fargo Public Schools Foundation Board 2006-2012; Former Exec Director Huron Chamber of Commerce & CVB; Former President Minot CVB; Michigan Labor & Management BOD 1984

Volunteer Activities (indicate if past or present):

Volunteer for AARP; Cass County Election Board as 2022 Inspector & Judge 2018; 40 yrs as a volunteer Judge for high school and collegiate DECA--Lifetime achievement award for advocating for vocational education in job enhancement; volunteer Food Bank distribution and providing rides; volunteered to serve meals at high rises and senior complexes, also donating food provided; technical training for technical literacy for seniors; wrote two grants providing wifi and Kindles for high rise residents in WF.

Your Special Skills and Qualifications:

Certified Property Manager, as General Manager Dakota Square Mall, Minot. Leasing, marketing, maintenance and tenant fit up. Won marketing awards at International Council of Shopping Centers.

Professional References

Name:	Address:	Phone Number:	Years Known:
Josh Askvig	AARP 107 W Main Ave, #125, Bismarck ND		6+
Mike Chausee	ND Assistive, Bismarck ND		6+
Mike Worner	Retired Superintendent, Fargo ND		6+

Upload your cover letter and resume:

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

Signature *

KATHI SCHWAN

Date

3/10/2023



West Fargo Board of Equalization
Tuesday, April 12, 2022
Commission Chambers 5:30 PM

The West Fargo City Commission met as the Board of Equalization in the West Fargo Commission Chambers on Tuesday, April 12, 2022 at 5:30pm. Those present were Bernie Dardis, Brad Olson, and Mark Simmons. Commissioner Eric Gjerdevig and Mandy George were absent. Commission President Bernie Dardis called the meeting to order.

The pledge of Allegiance was recited.

Commissioner Olson moved and Commissioner Simmons seconded to approve the minutes of the April 13, 2021 Local Board of Equalization meeting as submitted. No opposition. Motion carried.

City Assessor Nick Lee presented his 2022 Equalization Report to the Board of Equalization. West Fargo property owners were allowed to come forward to speak on any appeals for their proposed 2022 values. A list of property owners that had submitted an appeal prior to the meeting was presented to the Board of Equalization. This will be recorded as submitting an appeal during the hearing and will give them an option to appeal at the County if they so choose.

Commissioner Simmons moved and Commissioner Gjerdevig seconded to approve the values as submitted by the city assessor on the properties that were not appealed, with authorization to review the properties on the appeals list, with the resulting values sent to the County. No opposition. Motion carried.

Commissioner Simmons moved and Commissioner Olson seconded to adjourn the Meeting at 5:50 PM. No opposition. Meeting adjourned.

Bernie Dardis
Commission President

Dustin Scott
Assistant City Administrator

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Lisa Sankey

2. PHONE NUMBER: 515-5376 DATE: April 11, 2023

3. AGENDA TITLE:

Board of Adjustment – Saucke Subdivision, Request for Variance.

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

Variance to decrease required side yard setbacks from 60 to 20 feet for a private non-commercial recreational building in a rural estate zoned district located in the city's extraterritorial area. The Planning & Zoning Commission recommended denial of the variance their April 10, 2023 meeting.

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

Located on Lots 10, 11, 14, & 15, Block 1 of Quam's Subdivision and vacated Short Street, Cass County, North Dakota (proposed Lot 2, Block 1 of Saucke Subdivision).

6. ACTION BEING REQUESTED FROM CITY COMMISSION:

Board of Adjustment denial of variance on the basis the application does not meet the criteria for granting a variance.

STAFF REPORT

A23-10		Variance
Saucke Subdivision		
Proposed Lot 2, Block 1 of Saucke Subdivision (Lots 10, 11, 14 & 15, Block 1 of Quam's Subdivision and vacated Short Street), Cass County, North Dakota		
Owner/Applicant: Ben Saucke		Staff Contact: Lisa Sankey
Planning & Zoning Commission Public Hearing:		04/10/2023 - Denied
Board of Adjustments:		04/17/2023

PURPOSE:

Request for a variance from provision 4-421-B.4.1.b. in the R-1E: Rural Estate District regarding decreased setbacks for a private, non-commercial recreational facility.

STATEMENTS OF FACT:

Land Use Classification:	G-1 – Sub Urban – Restricted Growth Sector (ETJ)
Existing Land Use:	Vacant
Current Zoning District:	R-1E: Rural Estate District
Zoning Overlay District(s):	CO: Corridor Overlay District (County Hwy 17N)
Lot size(s) or range:	1.26 Acres
Adjacent Zoning Districts:	R-1E: Rural Estate District
Adjacent street(s):	19 th Avenue NW (Township Road); Short Street (Township); Hyde Street (Township)
Adjacent Bike/Pedestrian Facilities:	None
Available Parks/Trail Facilities:	No parks within ½ mile

DISCUSSION AND OBSERVATIONS:

- Earlier this year, the applicant submitted an application for a subdivision replat and conditional use permit for a 4,000 square foot, private, non-commercial recreational facility.
- The applicant is now requesting a variance with a decrease of the required side yard setbacks from 60 to 20 feet.
- The submitted site plan shows the building location with both the 60 foot and 20 foot setbacks.

CRITERIA FOR GRANTING A VARIANCE

With regard to the applicant's request for a variance from the required front yard setback, the Planning Commission is required to hold a public hearing and forward their findings and recommendations to the Board of Adjustment. The following criteria are required to be met in order to grant a variance:

1. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures or buildings in the same district.

STAFF REPORT

2. That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Ordinance;
3. That the special conditions and circumstances do not result from the actions of the applicant;
4. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Ordinance to other lands, structures, or buildings in the same district.

Response from applicant:

- o *"Site is approved for a conditional use permit. It borders county owned land that is restricted from development and has no immediate neighbors"*
- o *"Literal interpretation of the 60' setback requirement has a dramatic affect on the orientation, access and use of the natural attributes the land offers"*
- o *"Access to the site is only allowed from the south via a private access easement"*
- o *"No special privilege will be provided by granting this variance. It simply allows for a more efficient use of land while providing a larger buffer zone"*

Staff Analysis:

- o It does not appear the variance can be justified as none of the criteria listed above are met. There are no special conditions and circumstances that exist with the property or buildings that are not applicable to other lands or buildings in the same zoning district.
- o The property owner is not being deprived of rights being enjoyed by others because of the ordinance provisions.
- o If the variance would be granted, the applicant would benefit from a special privilege that would not be provided to other lands, structures, or buildings in the same district.
- o The applicant could construct a structure within the setback requirements.
- o It appears that the building can be accommodated on this property without the granting of a variance.

NOTICES:

Sent to: Property Owners within 150' and Applicable agencies and departments

Comments Received:

- A call was received asking for more information.

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

- Proposal is not consistent with city ordinances dictating a 60' setback requirement for a private, non-commercial recreational facility.

PLANNING AND ZONING RECOMMENDATION:

At their April 10, 2023 meeting, the West Fargo Planning and Zoning Commission voted to recommend denial of the proposed variance on the basis it does not meet the criteria for granting a variance.

RECOMMENDATIONS AND PROPOSED FINDINGS :

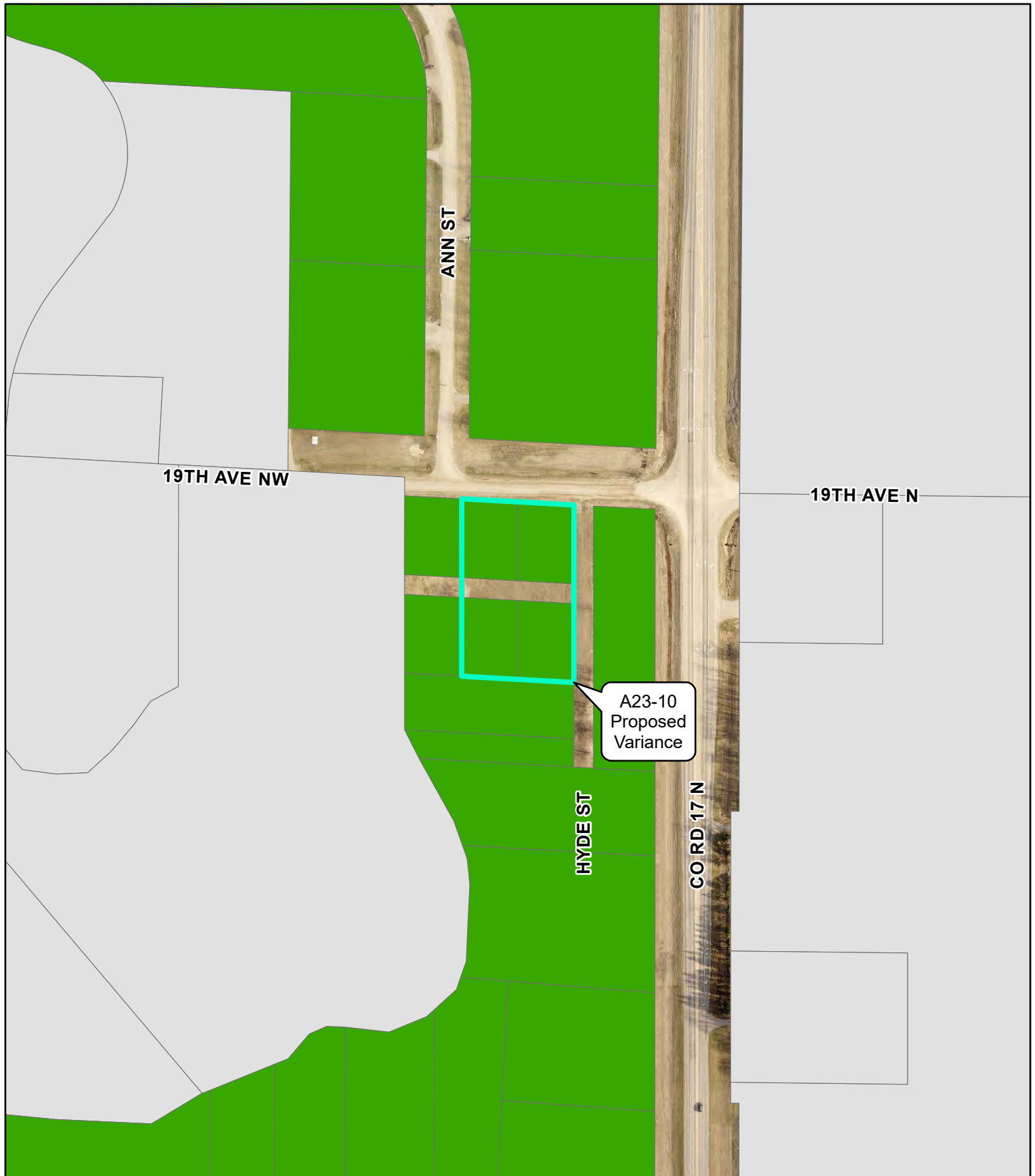
It is recommended that City deny the variance on the basis that the application does not meet the criteria for granting a variance.

STAFF REPORT

Attachments:

- Aerial map
- Zoning map
- Site Plan
- Response from applicant addressing variance criteria.





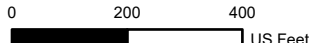


West Fargo Zoning

- 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





From: [Ben Saucke](#)
To: [Lisa A. Sankey](#)
Cc: [Aaron M. Nelson](#)
Subject: Re: follow up
Date: Tuesday, March 21, 2023 8:54:35 AM
Attachments: [SAUCKE-Layout_PLOT OPT.pdf](#)

Site plan PDF attached. It shows two building locations using both 60' and 20' setbacks.

The 20' allows it to be set back more in the corner and provides easier access and improvements to service the building. The 60' setback does not allow the full 80' building and makes it unnecessarily more difficult for access and services.

Please let me know any questions.

Thx.

On Mon, Mar 20, 2023 at 2:59 PM Lisa A. Sankey <Lisa.Sankey@westfargond.gov> wrote:

Ben,

Could we get a pdf of the site plan for your variance? Thank you. Lisa



Lisa Sankey

Planner, City of West Fargo

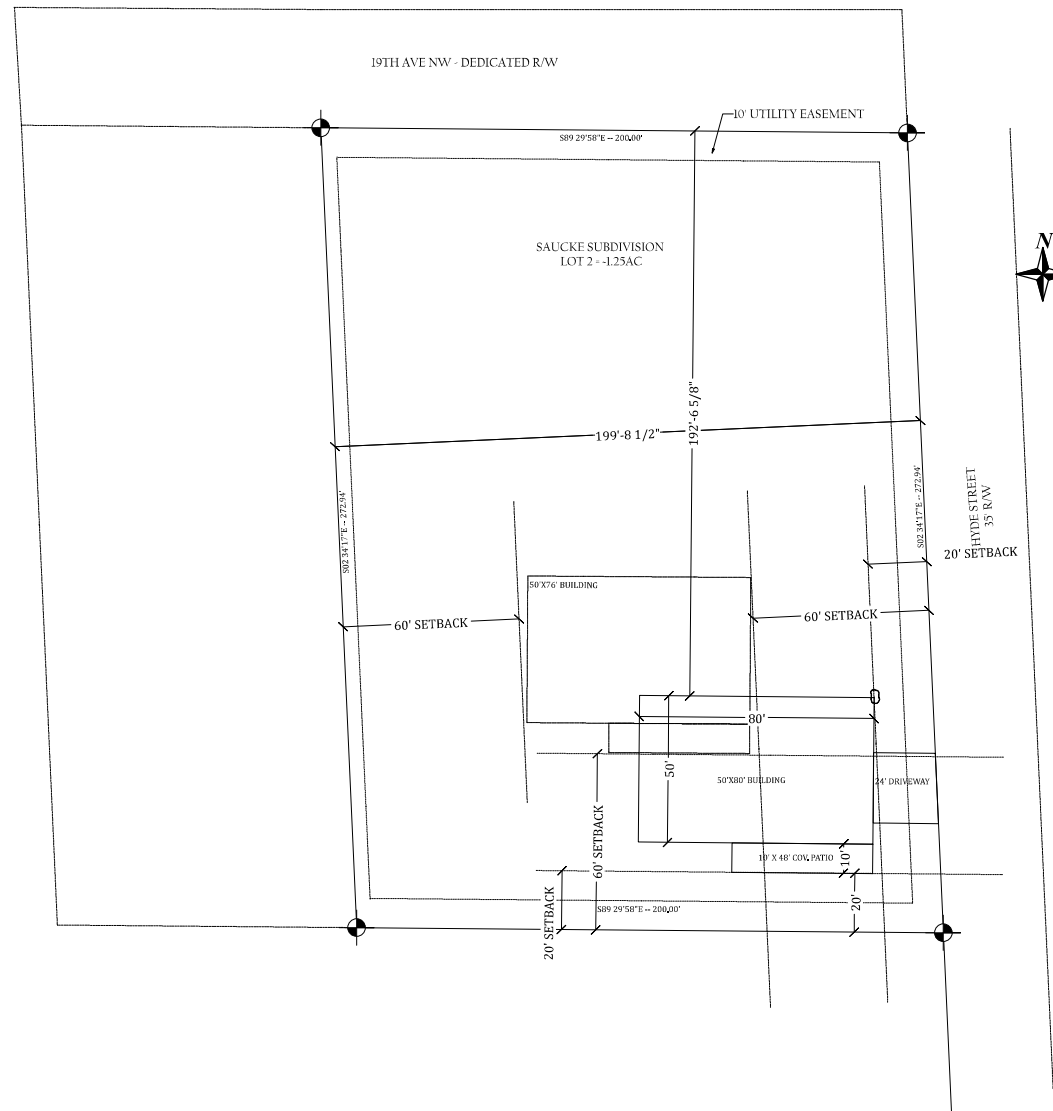
800 Fourth Ave. E., Suite #1

West Fargo, ND 58078

(701) 515-5376

Visit our website at:

westfargond.gov





Planning and Zoning Department
800 4th Avenue E., Suite 1
West Fargo, ND 58078
Office: 701.515.5370
Email: planning@westfargond.gov

WestFargoND.gov

Requirements for Variance – Please explain how your request meets the following criteria for variance approval.
(Attach separate sheet if needed)

- 1) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures or buildings in the same district: Site is approved for a CUP. It borders county owned land that is restricted from development and has no immediate neighbors. ~~and is not a~~
- 2) That literal interpretation of the provisions of the zoning ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of the zoning ordinance: Literal ~~interpretation~~ interpretation of the 60' setback requirement has a dramatic affect on the orientation, access and the use of the natural attributes the land offers.
- 3) That the special conditions and circumstances do not result from the actions of the applicant: Access to the site is only allowed from the south via a private access easement
- 4) That granting the variance requested will not confer on the applicant any special privilege that is denied by the zoning ordinance to other lands, structures, or buildings in the same district: No special privilege will be provided by granting this variance. It simply allows for a more efficient use of land while providing a larger buffer zone.

Acknowledgement – We hereby acknowledge that we have familiarized ourselves with the rules and regulations to the preparation of this submittal and that the foregoing information is true and complete to the best of our knowledge and that correspondence regarding this application will be submitted to the application representative named above.

[Signature]

Owner Signature

(Attach separate sheet for multiple owners)

Representative Signature

For City Use Only

Date filed: _____

Case Number: _____

Payment Information: _____

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Lisa Sankey
2. PHONE NUMBER: 515-5376 DATE: April 11, 2023
3. AGENDA TITLE:
Dakota Territory 14th Addition, Approval of Detailed Development Plans for a
Planned Unit Development (PUD) Amendment
4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
Applicant has submitted a request for a PUD amendment to allow for development
of townhouses. At their April 10th meeting, the Planning & Zoning Commission
recommended approval of PUD amendment with conditions of approval as noted
in the staff report, which have been satisfied and are incorporated into the PUD
Agreement.
5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
Located at 1018 17th Street East (Lot 1, Block 1 of Dakota Territory 14th Addition),
City of West Fargo, North Dakota.
6. ACTION BEING REQUESTED FROM CITY COMMISSION:
Approve the Detailed Development Plans and PUD Agreement for the proposed
PUD Amendment.

STAFF REPORT

A23-5 PLANNED UNIT DEVELOPMENT AMENDMENT	
Dakota Territory 14 th Addition	
1018 17 th Street East (Lot 1, Block 1 of Dakota Territory 14 th Addition), City of West Fargo, North Dakota	
Owner: Menard Inc.	Staff Contact: Lisa Sankey
Applicant: Smart Building Construction LLC	
Planning & Zoning Commission Public Hearing:	02-14-2023 – Concept Development Plans
Detailed Development Plans:	04-10-2023 - Approval
City Commission:	04/17/2023

PURPOSE:

Development of residential townhomes within a Planned Unit Development.

STATEMENTS OF FACT:

Land Use Classification:	G-2: Sub-Urban Growth Sector
Existing Land Use:	Vacant
Current Zoning District(s):	PUD: Planned Unit Development
Zoning Overlay District(s):	n/a
Total area size:	3 Acres
Adjacent Zoning Districts:	North – R-1: One and Two Family Dwellings South – PUD: Planned Unit Development (Commercial) East – City of Fargo West – PUD: Planned Unit Development (Residential)
Adjacent street(s):	10 th Avenue East (Local); 17 th Street East (Collector)
Adjacent Bike/Pedestrian Facilities:	Existing along 10 th Ave E and 17 th St E
Available Parks/Trail Facilities:	The development is near West Fargo High School fields and Veterans Memorial arena and within ½ mile from the Meadowridge Park facility accessible by sidewalks.
Park Dedication Requirements:	n/a

DISCUSSION AND OBSERVATIONS:

- The applicant has submitted an application and concept plans for proposed townhouses for a PUD: Planned Unit Development.
- A similar development was approved for the property to the west in 2016.
- Concept plans with setbacks, show seven, four-unit, four three-unit and one two unit townhomes. The units will be 1,916 square foot, 4 bedroom, 3 bath units, with attached two stall garages for a total of 42 units within 12 separate structures.
- The applicant indicated they intend to have balconies without staircases for all of the units.
- Concept plans also include 82 garage and 82 parking spaces for a total of 164 spaces, which exceeds the requirements of City Off-Street Parking regulations found in 4-450 of the City Ordinances.
- The property would access 10th Avenue East in two locations which allows for multiple access points and the ability to loop utility services, as well as a 40' access/utility easement along 17th Street East.

STAFF REPORT

- There is a shared access easement on the north property line adjacent to 10th Avenue East on the lot to the west, which may not be necessary for this development.
- At the time it was platted, 10th Avenue East was considered a collector roadway with access control shown on the recorded plat along 10th Avenue East and 17th Street East, as per an agreement between Menards, City of Fargo and West Fargo. Tenth Avenue East, has since been removed as a collector from the functional classification and would no longer require such access control; however, the access control is still shown on the recorded plat.
- The developer has submitted a construction schedule noting that they would likely start construction in summer of 2023 with expected completion by late winters/early spring 2024. Landscaping would be completed prior to certificate of occupancy in spring of 2024, weather permitting and would meet the City's landscaping provisions.

NOTICES:

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

Comments Received:

- Engineering recommends not installing the east access onto 10th Avenue East, but will allow it.
- The City Attorney commented on the controlled access on the recorded plat.
- The Public Works Department has been working with the applicant regarding trash collection in terms of individual collection vs. dumpsters. Applicant has indicated they intend to install no parking signs along the drive aisles, which has been added to the language in the PUD Agreement.

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

- The mix of housing types and increased densities will increase the diversity of the neighborhood housing stock consistent with goals of the Comprehensive Plan's Action Plan Big Idea to "Strengthen Neighborhoods and Expand Housing Choice".
- The proposed application is consistent with the City plans and ordinances.

PLANNING & ZONING ACTION – 2/14/23

At their February 14, 2023 meeting, the West Fargo Planning and Zoning Commission voted to approve the Concept Development Plans, subject to the seven conditions listed below:

1. Site shall conform to R-3: Multiple Dwellings District regulations as the underlying district standards, unless otherwise indicated and approved with the Detailed Development Plan.
2. A 6-foot tall opaque fence shall be installed along the east lot line to screen the public right-of-way from the rear of the proposed buildings.
3. A landscape buffer shall be planted between the north property line and the rear of the building fronting 10th Avenue E.
4. Balconies/Decks shall be shown on the Detailed Development Plan with setbacks delineated.
5. A drainage and utility plan is approved by the City Engineer.
6. A signed PUD agreement is received and approved in conjunction with the Detailed Development Plan.

STAFF REPORT

7. Detailed Development Plans will be subject, but not limited to provisions of Sections 4-440 Supplementary District Regulations, Section 4-449-A Landscaping Standards, 4-450 Off-Street Parking and Loading Requirements, and 4-460 Sign Regulations.

DETAILED DEVELOPMENT PLANS – 4/10/23

The applicant has submitted detailed development plans for the development that includes 11, three and four unit townhouse structures for a total of 39 units, as well as a private storm water pond. The applicant has further provided proposed elevations, landscaping, fencing and site plan information which is provided in the attachment and below.

PLANNING AND ZONING RECOMMENDATION:

At their April 10, 2023 meeting, the West Fargo Planning and Zoning Commission voted to recommend approval of the Detailed Development Plans on the basis it is consistent with City plans and ordinances with recommended conditions as follows:

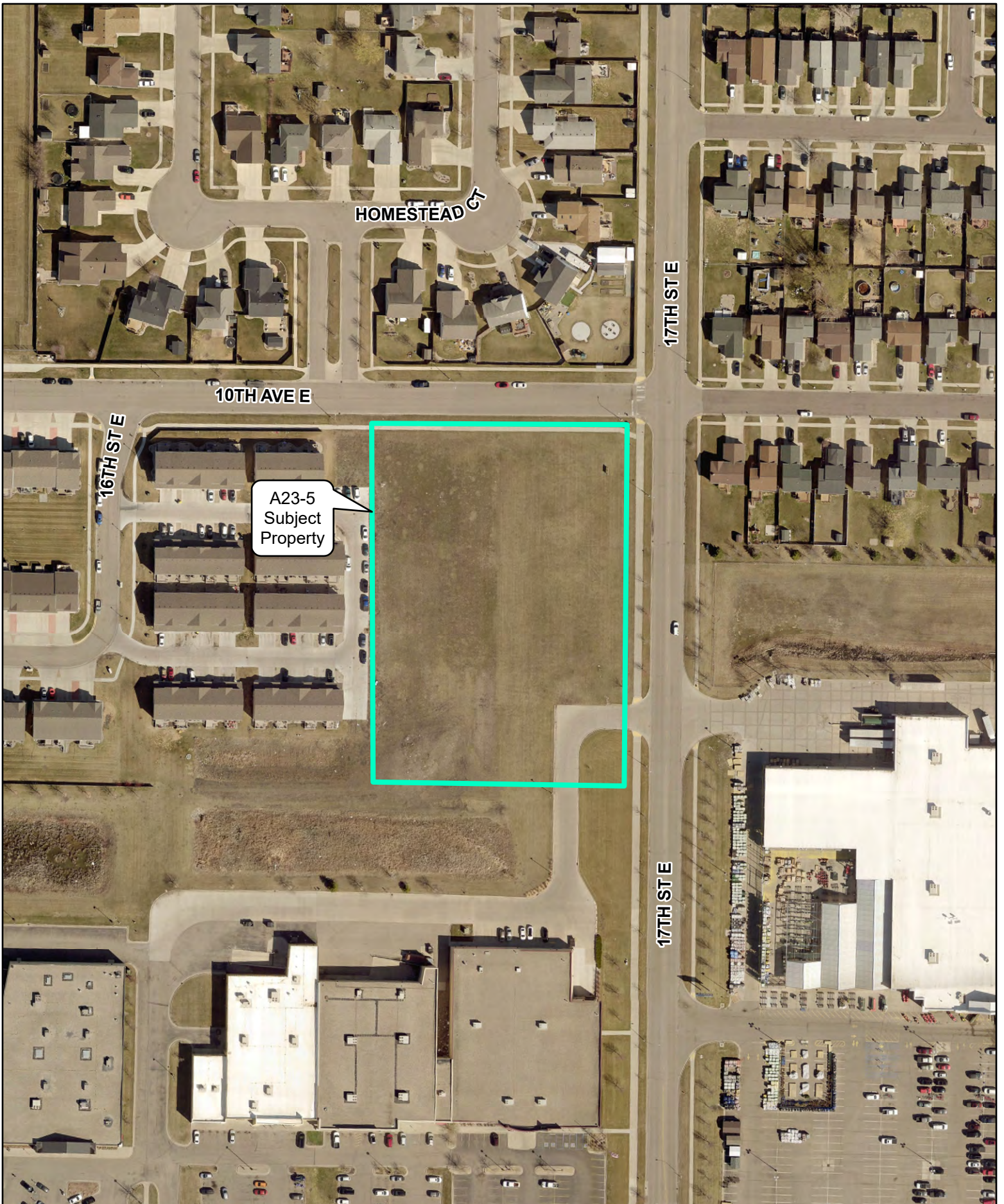
1. A signed PUD agreement is received and approved in conjunction with the Detailed Development Plan.
2. Detailed Development Plans will be subject, but not limited to provisions of Sections 4-425 R-3: Multiple Dwelling District, 4-440 Supplementary District Regulations, 4-449-A Landscaping Standards, 4-450 Off-Street Parking and Loading Requirements, and 4-460 Sign Regulations.

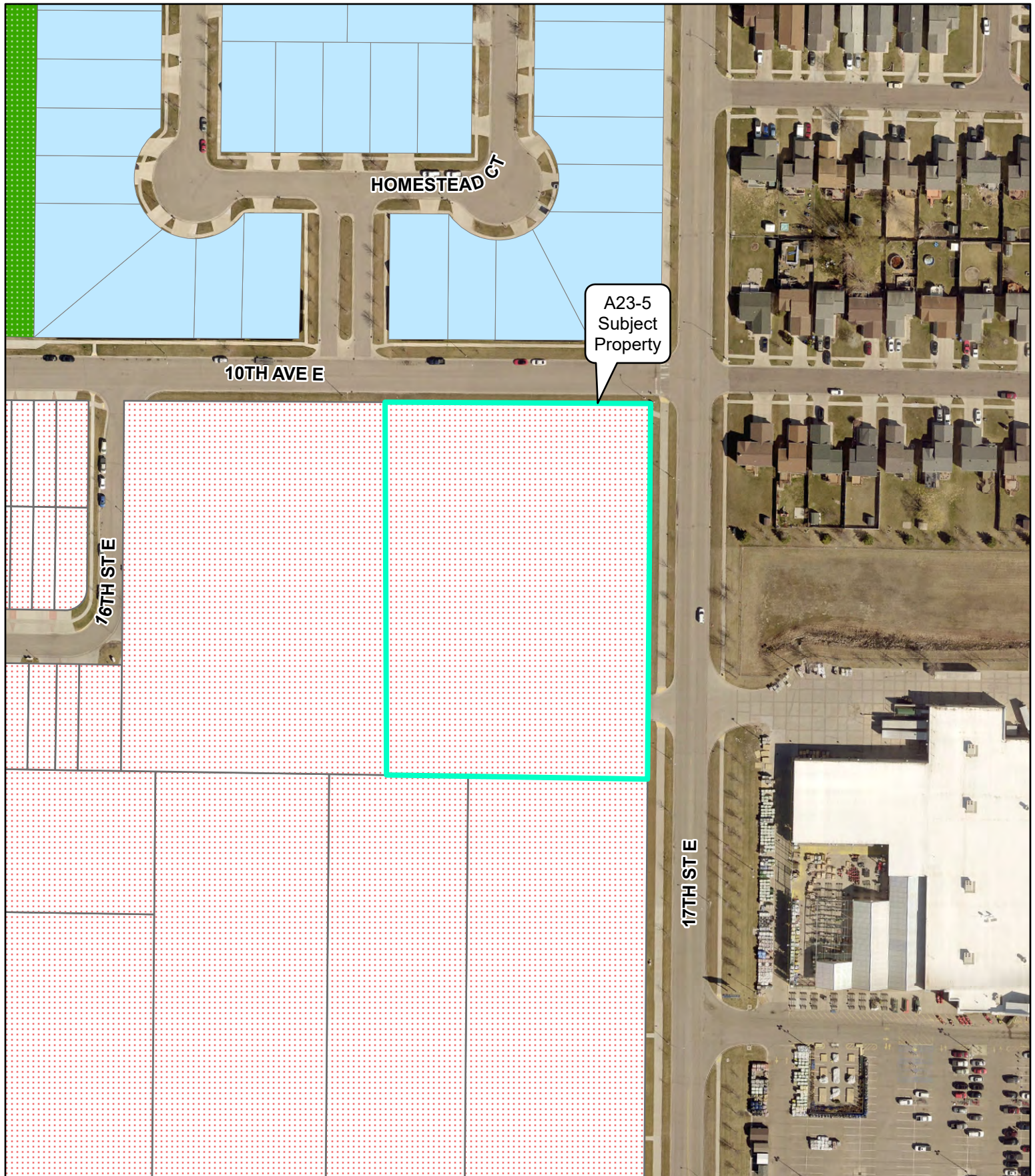
RECOMMENDATION:

It is recommended that the City approve the proposed application on the basis that it is consistent with City plans and ordinances.

Attachments

1. Aerial map
2. Zoning map
3. Narrative with proposed schedule
4. Detailed Development Plans (Site, Landscaping and Elevations)
5. Auto turn analysis of garbage and emergency vehicle verifying turning movements
6. PUD Agreement





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



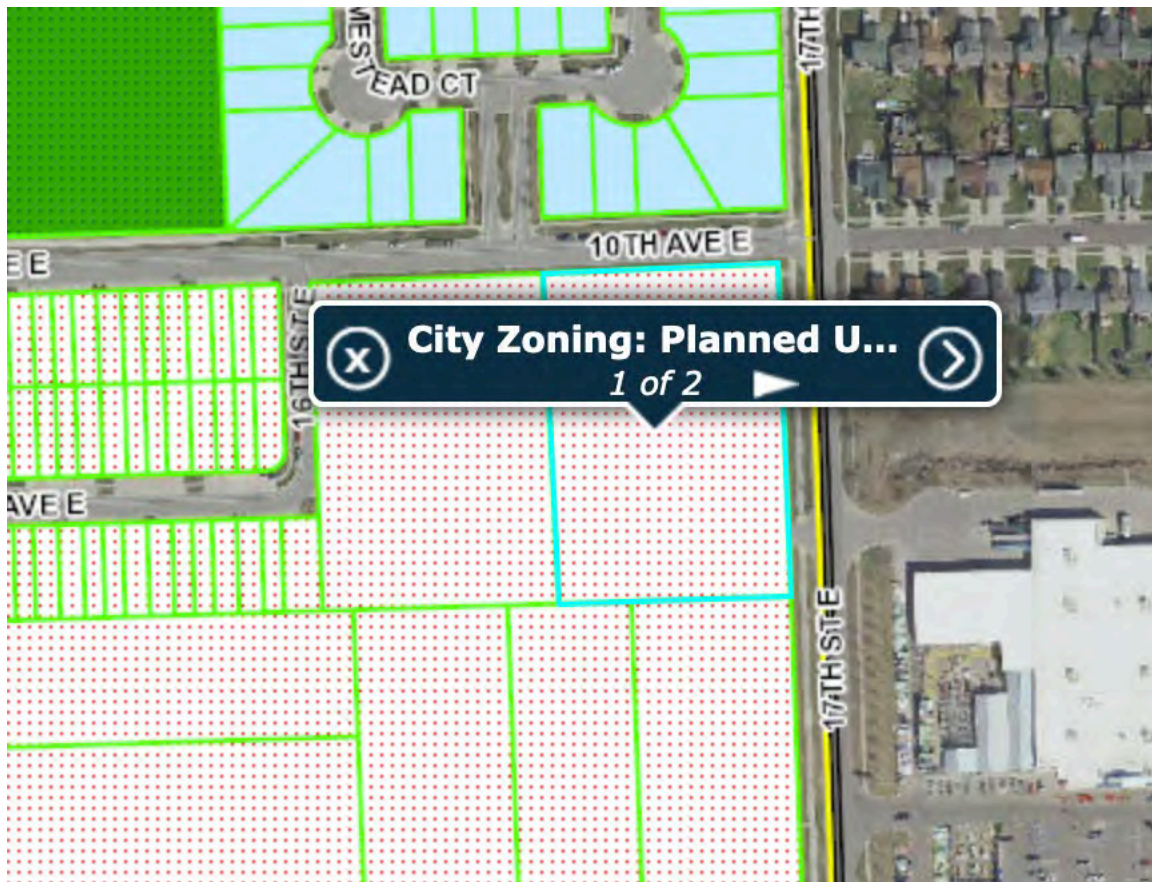
0 100 200 US Feet

Concept Development Plans for a PUD Amendment located at 1018 17 St E, West Fargo, ND

LEGAL DESCRIPTION: Lot 1 Block 1 Dakota Territory 14th Addition

GENERAL CHARACTER: Our company intends to develop this site into residential townhomes. The site will have 11 buildings, each consisting of either three or four dwelling units per building, utilizing shared walls. This medium-density residential development would be a logical buffer between the lower-density residential uses to the north, and the commercial uses to the south. Our project will be similar in nature to the townhome projects to the west. A private road will provide egress onto 10th Ave E, and the land would not be subdivided.

LAND USES: To the north of the site, there is low-density residential land use. To the northeast, there is low-density residential land use in the City of Fargo. To the east, there is commercial land use in the City of Fargo. To the south, there is commercial land use. To the west, there is residential land use.



SITE PLAN: Please find attached site plan indicating proposed locations of buildings, private roads, detention pond(s), and lawns.

The site would consist of several buildings in one of two formats:

- Several buildings would contain 4 dwelling units each. These buildings would measure approximately 104' wide by 46' deep. Each individual dwelling would be split-level design with 4 bedrooms, 3 bathrooms, and an attached 2-stall garage with approximately 1,916 sq ft of interior space. A preliminary drawing of this structure is attached.
- Several buildings would consist of 3 units. These buildings would measure approximately 78' wide by 46' deep. Each dwelling would be split-level design with 4 bedrooms, 3 bathrooms, and an attached 2-stall garage with approximately 1,916 sq ft of interior space.

SCHEDULE: Construction would commence by summer 2023. The first months of construction would see installation of all underground utility infrastructure; stormwater drainage, sanitary sewer, municipal water, electric, natural gas, and telecommunication. Construction of the private roads would commence in the summer as well. By fall 2023, we would be ready to pour foundations for all eleven buildings. The units would be framed and finished throughout fall and winter 2023, with all buildings completed and certified for occupancy by late winter/early spring 2024. Landscape work would be completed in spring 2024, weather permitting.

Thank you for your consideration of this site proposal.

Sincerely,

Kevin Torgerson
Director of Land Development
Smart Building Construction LLC

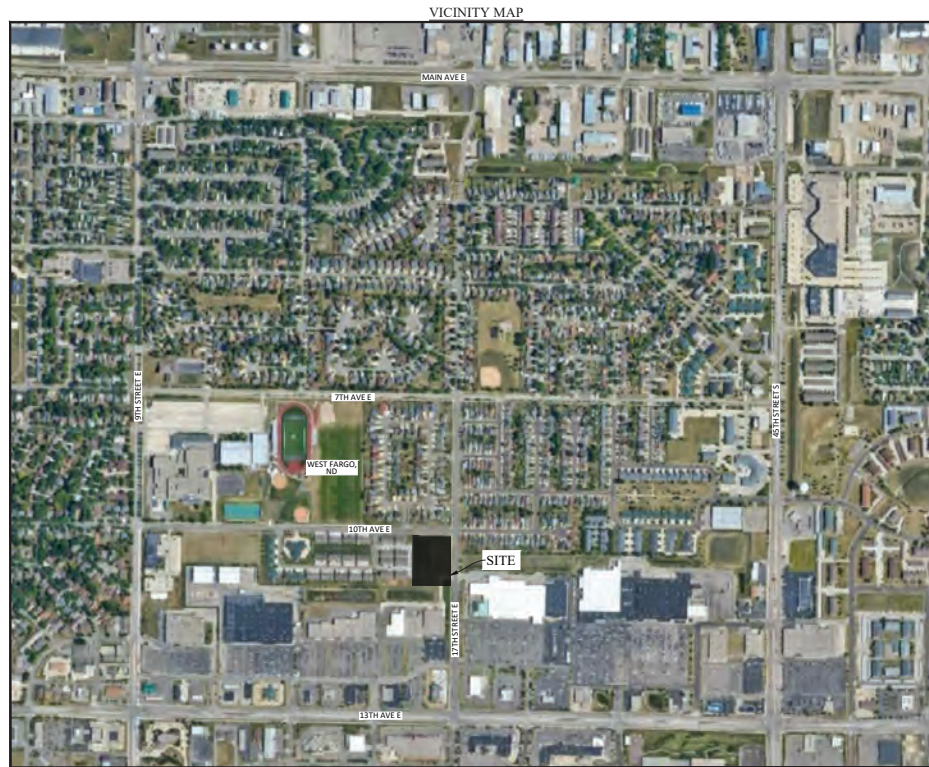
MISSION HOMES
1018 17TH ST E
WEST FARGO, ND

OWNER
MISSION HOMES
KEVIN TORGERSO
3247 48TH ST S SUITE B
FARGO, ND 58104
PH: 701-205-3030
EMAIL: kevin@missionhomesnd.com

CIVIL ENGINEER
LOWRY ENGINEERING
ANDREW THILL, P.E.
5306 51ST AVENUE SOUTH, SUITE A
FARGO, ND 58104
PH: 701-235-0199
EMAIL: athill@lowryeng.com

LOWRY
ENGINEERING
5306 51ST AVENUE SOUTH, SUITE A
FARGO, NORTH DAKOTA 58104

SITE INFORMATION		
SITE COVERAGE		
ITEM	AREA (SF)	AREA (%)
BUILDING	46,644	34.8
PARKING & DRIVES	39,740	29.7
SIDEWALKS/PATIOS/STEPS	1,120	0.8
TOTAL IMPERVIOUS	87,504	65.3
GREEN SPACE	46,392	34.7
TOTAL AREA	133,896	100
PARKING		
STALL TYPE		NUMBER
9X18 STALLS		156
TOTAL REQUIRED		78 (2 PER UNIT)
ZONING INFORMATION		
CURRENT ZONE:	PLANNED UNIT DEVELOPMENT	
DIMENSIONAL STANDARDS		
BUILDING SETBACKS		
FRONT YARD	25' MINIMUM	
INTERIOR SIDE YARD	8' MINIMUM	
STREET SIDE YARD	12' MINIMUM	
REAR YARD	8' MINIMUM	
SURVEY INFORMATION		
DATE OF SURVEY	01/19/23	
COORDINATE SYSTEM	NAVD29 - US SURVEY FOOT	
DATUM	NAVD29	



BENCHMARK 1: TOP NUT OF FIRE HYDRANT LOCATED 150' SOUTH OF NORTHEAST CORNER OF PROPERTY
ELEVATION: 903.36' (NAVD29)

BENCHMARK 2: TOP NUT OF FIRE HYDRANT LOCATED 200' NORTH OF SOUTHWEST CORNER OF PROPERTY
ELEVATION: 904.40' (NAVD29)

BENCHMARK 3: TOP NUT OF FIRE HYDRANT LOCATED 10' SOUTH OF SOUTHEAST CORNER OF PROPERTY
ELEVATION: 902.61' (NAVD29)

BASIS OF BEARING: CITY OF FARGO COORDINATE SYSTEM

SHEET INDEX	
C-1	COVER SHEET
C-2	GENERAL NOTES & LEGEND
C-3	SURVEY OVERLAY & DEMOLITION PLAN
C-4	OVERALL SITE PLAN
C-5	WATER MAIN & SERVICE UTILITY PLAN
C-6	SANITARY SEWER MAIN & SERVICE UTILITY PLAN
C-7	STORM SEWER UTILITY PLAN
C-8	GRADING PLAN
C-9	EROSION & SEDIMENT CONTROL PLAN
C-10	DETAILS
C-11	DETAILS
C-12	DETAILS

LOWRY
ENGINEERING
5306 51ST AVENUE SOUTH - SUITE A
FARGO, NORTH DAKOTA 58104

CALL BEFORE YOU DIG
NORTH DAKOTA
UTILITIES UNDERGROUND LOCATION SERVICE
1-800-795-6555

REVISIONS

MISSION HOMES
1018 17TH ST E
WEST FARGO, ND

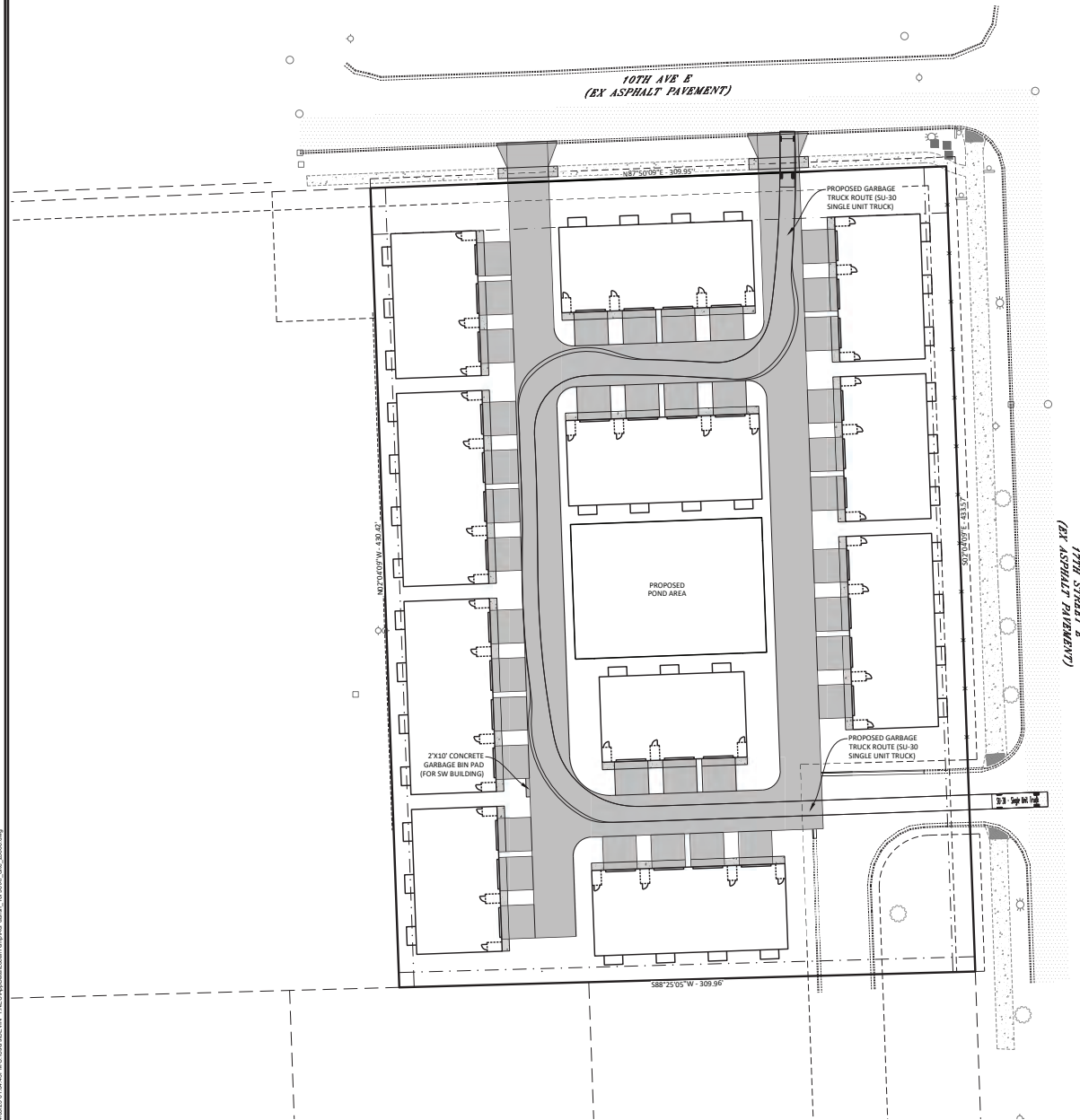
PRELIMINARY
NOT FOR
CONSTRUCTION

LE JOB # 23006
PROJECT DATE: 3/22/2023
CHECKED BY: AJT
DRAWN BY: DCN
APPROVED BY: AJT

COVER
SHEET

C-1

04/03/23 01:04 J:\PAC\Users\edh\1-NE\App\Drawings\Final\Map\Map.dwg, 10/06/2023, 01:04, 2004.dwg



0 30 60

CALL BEFORE YOU DIG
NORTH DAKOTA
UTILITIES UNDERGROUND LOCATION SERVICE
1-800-795-6555

Lowry ENGINEERING 5006 51ST AVENUE SOUTH, SUITE A FARGO, NORTH DAKOTA 58104	
REVISIONS	
MISSION HOMES 1018 17TH ST E WEST FARGO, ND	
PRELIMINARY NOT FOR CONSTRUCTION	
LE JOB #	23006
PROJECT DATE:	3/22/2023
CHECKED BY:	AJT
DRAWN BY:	DCN
APPROVED BY:	AJT
GARBAGE TRUCK ROUTING LOOP 2	



PLANNED UNIT DEVELOPMENT AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 2023, by and between the City of West Fargo, North Dakota (the “City”) and Smart Building Construction, LLC (the “Developer”).

WHEREAS, the Developer is the owner of the following described property: Lot 1, Block 1, Dakota Territory Fourteenth Addition, to the City of West Fargo, Cass County, North Dakota; and

WHEREAS, the City is considering for approval a Planned Unit Development Amendment of Lot 1, Block 1, Dakota Territory Fourteenth Addition to the City (the “Property”); and

WHEREAS, the Developer and the City desire to set out in writing certain conditions of approval and responsibilities of the parties to this Agreement; and

NOW THEREFORE, it is agreed between the parties as follows:

I. PARTIES

1. The City, a North Dakota Home Rule Charter City, is vested with the authority to control access to its streets and municipal infrastructure. The City has authority to approve or disapprove of all subdivision plats within its territorial jurisdiction. The City has the express authority to withhold building permit approval for any structure on the Property for a failure by the Developers to comply with the terms and conditions of this Agreement.

2. Smart Building Construction, LLC, is a legally recognized North Dakota corporation, with the authority to own and develop land. The Developer is the legal and equitable owner of the Property. The Individual(s) signing this Agreement are expressly authorized to execute this Agreement on behalf of the Developer.

II. JURISDICTION

1. The Developer agrees to submit to the authority of the City of West Fargo. The Developers agree and acknowledge that they must receive approval from the City of West Fargo for any proposed platting, zoning, flood plain permits, building permits and any other permit required by the City.

2. The Developers agree and acknowledge that they must comply with all Federal, State and County statutes, rules and regulations regarding the development of the Property.

3. The Developer is the “responsible party” for compliance with all Federal and State environmental statutes, rules and regulations including storm water runoff regulations.

4. This Agreement only covers Lot 1, Block 1, Dakota Territory Fourteenth Addition. In the event that the Developer constructs future phases of development they shall have a signed Planned Unit Development Agreement with the City prior to commencing construction of future phases.

5. The Developer has submitted an application for a Planned Unit Development (PUD) Amendment which was approved by the City Commission on _____, 2023. Development shall be consistent with the approved detailed development plans as approved by the City Commission.

III. CONDITIONS OF APPROVAL

1. The Developer shall be responsible for maintenance of access, road, and the maintenance of all castings and appurtenances within paved surfaces including City utilities within an easement.

2. Developer will install and perpetually maintain a 6' opaque fence on the east property line adjacent to 17th Street East subject to West Fargo ordinances pertaining to fencing in residential districts.

3. Developer will install and perpetually maintain 20-foot landscape buffer along north property line adjacent to 10th Avenue East, as shown on the PUD Detailed Development Plans.

4. Developer will install and maintain “no parking” signage and markings along the access drive throughout the development and otherwise maintain the access drive clear of all obstacles and impediments so as to ensure adequate circulation for emergency vehicles and solid waste collection.

5. Development will be subject to the PUD Detailed Development Plans approved by the City Commission on _____, 2023, in addition, but not limited to, applicable provisions of Sections 4-425 R-3: Multiple Dwelling District Regulations, 4-400 Supplementary District Regulations, 4-450 Off-Street Parking and Loading Requirements, and 4-460 Sign Regulations.

IV. GENERAL MATTERS

1. In addition to releasing and holding the City, its officers and employees harmless from any and all claims, liability, loss, costs, damages, expenses, actions, or judgments arising out of or related to the construction and installation of Improvements, the Developer agrees to indemnify and defend the City, its officers and employees from any and all claims, liability, loss, costs, damages, expenses, actions, or judgments brought against the City relating to or arising out of the Developers or their employees and agents construction and installation of the Improvements.

Said indemnification shall include, *inter alia*, attorney's fees, damages, whether punitive, economic or compensatory, and costs and disbursements. However, this paragraph shall not apply to suits against the City arising out of its negligence or intentional acts, or those of its employees, agents or designees. The Developer specifically agrees and acknowledges that this indemnification provision shall survive until six (6) years after the sale and/or transfer of the property.

2. Upon the occurrence of any non-performance of the Developer's obligations under this Agreement, which has not been cured within thirty (30) days after notice to the Developer, the City may take any one or more of the following remedial steps: (a) terminate this Agreement; (b) suspend the City's performance under this Agreement until it receives assurances from the Developers satisfactory to the City that the Developers will cure such Event of Default and perform its obligations under this Agreement; (c) take any other action deemed necessary or desirable by the City including any legal or administrative proceedings for the collection of any amounts due hereunder or the enforcement of any covenant, Agreement or obligation on the Developer including, *inter alia*, withholding approval of any plats or building permits for structures or buildings on the Property.

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

4. No amendment, modification, or waiver of any condition, provision or term shall be valid or of any effect unless made in writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such

amendment, modification or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein shall limit the remedies and rights of the parties thereto under and pursuant to this Agreement.

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

6. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this agreement.

7. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.

8. This Agreement shall be recorded.

9. This Agreement shall be controlled by the laws of the State of North Dakota, and any action brought as a result of any claim, demand or cause of action arising under the terms of this Agreement shall be brought in an appropriate venue in the State of North Dakota.

10. This Agreement may be executed in counterparts with both the City and the Developers having a fully-executed counterpart.

Dated this ____ day of _____, 2023.

CITY OF WEST FARGO

BY: _____
Its: Mayor

BY: _____
Its: Deputy City Auditor

DEVELOPER

BY: _____
Its: President

BY: _____
Its: Secretary

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Bernie Dardis and Dustin Scott, known to me to be the persons who are described in and who executed the above and foregoing document and acknowledged to me that they executed the same.

[SEAL]

Notary Public

[illegible]

On this ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____, known to me to be the person who is described in and who executed the above and foregoing document and acknowledged to me that he executed the same.

[SEAL]

Notary Public

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

On this ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____, known to me to be the person who is described in and who executed the above and foregoing document and acknowledged to me that he executed the same.

[SEAL]

Notary Public



WEST FARGO POLICE DEPARTMENT

ANNUAL REPORT

2022

IN MEMORIAM

The West Fargo Police Department would like to dedicate this year's annual report to the memory of K-9 ToSti. ToSti became a part of the West Fargo Police Department in November 2015.

K-9 Tosti was a 7-year-old Dutch Shepherd from Holland. During his time with the department, K-9 ToSti was deployed over 800 times for tasks including narcotic detection, suspect tracking, building searches and article recovery.

K-9 Tosti passed away unexpectedly on Saturday, October 22, 2022, while off duty.

"K-9 ToSti was a loyal companion and dedicated his life to ensure the safety of his handler, fellow officers and the residents of West Fargo," said Chief Denis Otterness. "He was a valuable member of our department and will be greatly missed."



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CHIEF'S INTRODUCTION



Commission President Dardis,

I am proud to present the West Fargo Police Department's 2022 Annual Report. West Fargo has continued to experience significant growth; however, I am pleased to report that the overall crime rate decreased by 10.7% in 2022. It is important to note that while the City did experience an increase in demand for law enforcement response with 29,732 calls for service, our Crimes Against Persons remains significantly below the reported 6-year average. In addition, both Property Crimes and Drug-Related Crimes saw another decrease in 2022. Mental Health and Public Assist calls for service saw a 24% increase which aligns with concerns of law enforcement agencies regionally and across the nation.

In 2022, our department implemented many new programs to assist our officers, residents and business community. Our department partnered with Essentia Health to develop an enhanced cardiac screening program. The program is designed to help prevent tragedies like the loss of Lieutenant Adam Gustafson and Officer Tim Brown's cardiac arrest. The department also launched a public transparency dashboard which combines statistics and public information into one easily accessible location.

The department continues to evolve and reach the needs of our residents in a variety of ways such as the addition of the first comfort dog and School Resource Officer (SRO) team in the state of North Dakota. K-9 Bella assists elementary SRO Todd Pearson in helping students struggling with anxiety and depression, improving overall student morale, and increasing positive relationships.

Our department of 70 officers and 13 civilian staff are a dedicated team of caring and compassionate leaders who share a common goal to honorably protect and serve the West Fargo community. In 2022, our sworn law enforcement officers completed a total of 7,355 training hours. Training topics included suicide awareness and prevention, ethics in law enforcement, de-escalation techniques, implicit and anti-bias training, and emotional/psychological disorder awareness.

We look forward to continuing to proudly, and professionally, serve our community in 2023. Again I want to thank the community and our City Commission for their continued support. This annual report highlights the work we have done in partnership with the community over the past year. The entire staff of the West Fargo Police Department look forward to continuing to partner together as one community, making West Fargo the best city to call home.

MISSION & VALUES

MISSION

The West Fargo Police Department has the responsibility to protect life and safeguard property in a highly effective and efficient manner and to engage the community in a collaborative crime prevention program.

VISION

The West Fargo Police Department strives to be a highly trusted public service agency that all levels of the criminal justice system may use as a standard of law enforcement performance as a result of having developed and maintained a strong core of visionary leaders and exceptionally trained and motivated personnel.

INTEGRITY

HONESTY

TRUST

COMPETENCE

TEAMWORK

RESPECT

SERVICE

BALANCE

CRIME STATISTICS

CRIMES AGAINST PERSONS		2017	2018	2019	2020	2021	2022
	HOMICIDE	0	2	0	0	1	0
	SEX CRIMES	43	56	39	37	46	34
	KIDNAPPING/HUMAN TRAFFICKING	9	5	5	14	6	8
	PORNOGRAPHY	20	8	14	11	15	11
	ROBBERY	6	3	5	5	5	3
	AGGRAVATED ASSAULT	36	57	44	40	48	55
	SIMPLE ASSAULT/INTIMIDATION	249	262	240	260	305	282
	STALKING	5	2	3	4	3	1
	WEAPON LAW VIOLATIONS	30	27	29	32	22	24
	OTHER PERSONAL CRIMES	311	351	339	231	322	300
	SUBTOTAL	709	773	718	634	773	718
PROPERTY CRIMES		2017	2018	2019	2020	2021	2022
	BURGLARY/THEFT FROM BUILDING	90	122	123	183	142	103
	SHOPLIFTING	70	93	160	175	77	65
	MOTOR VEHICLE THEFT	45	35	54	64	55	55
	ALL OTHER THEFT	396	424	383	434	461	377
	COUNTERFEITING/FRAUD	113	128	146	145	125	139
	IDENTITY THEFT	54	42	41	60	61	46
	VANDALISM	135	124	121	142	130	130
	OTHER PROPERTY CRIMES	316	362	404	357	359	393
	SUBTOTAL	1219	1330	1432	1560	1410	1308
DRUG CRIMES		2017	2018	2019	2020	2021	2022
	DRUG/NARCOTIC VIOLATIONS	355	354	373	346	261	197
	DRUG EQUIPMENT VIOLATIONS	351	338	325	307	222	169
	LIQUOR LAW VIOLATIONS	78	95	68	79	73	53
	SUBTOTAL	784	787	766	732	556	419
CRIME TOTAL		2712	2890	2916	2926	2739	2445

OTHER WARRANTS		2017	2018	2019	2020	2021	2022
	WARRANT OTHER AGENCY	296	197	196	172	187	305
	LOCAL WARRANT	3	17	26	15	34	53
	TOTAL	299	214	222	187	221	358

COMMAND STAFF



CHIEF OF POLICE
DENIS OTTERNESS



**ASSISTANT
CHIEF OF
POLICE**
PETE NIELSEN



**BUSINESS
MANAGER**
CHRIS
DAVIDSON

PATROL
DIVISION



LIEUTENANT
CODY BEILKE



LIEUTENANT
JASON DURA

INVESTIGATIONS
DIVISION



LIEUTENANT
GREGORY
WARREN

PROFESSIONAL
STANDARDS
DIVISION



LIEUTENANT
JASON
ANDERSON

-  **SERGEANT**
RANDY BURKHARTSMEIER
-  **SERGEANT**
CRAIG DANIELSON
-  **SERGEANT**
RYAN HASKELL
-  **SERGEANT**
DEREK WERNER

-  **SERGEANT**
RYAN WUOLLET
-  **SERGEANT**
DEREK CRUFF
-  **SERGEANT**
MICHAEL CARLSON
-  **SERGEANT**
TRENT STANTON
-  **SERGEANT**
KYLE JOHNSON

-  **SERGEANT**
SHANE ORN
-  **SERGEANT**
TIMOTHY RUNCORN
-  **SERGEANT**
PATRICK HANSON
-  **CRIMINAL INTELLIGENCE
ANALYST**
NICK GOMEZ
-  **SERGEANT**
TYLER WILLIAMS
-  **OFFICE SUPERVISOR**
TRACY HAUGEN

DEPARTMENT TOTALS

70
OFFICERS

13
CIVILIAN
STAFF

COMPLETED PROBATIONARY PERIOD



W. BOOTH,
OFFICER



C. SWIGGUM,
OFFICER



K. MATTSON,
OFFICER



J. STEWART,
COMMUNITY
SERVICE OFFICER



C. CRAGO,
COMMUNITY
SERVICE OFFICER



M. GLASER,
POLICE SUPPORT
SPECIALIST

NEW HIRES



S. FALTERSACK,
OFFICER



M. WOODLEY,
OFFICER



T. TODD,
OFFICER



T. DEHMLOW,
OFFICER



B. OLDHAM,
OFFICER



S. ANGELES,
OFFICER



C. HEYERMAN,
OFFICER



T. CROUSE,
OFFICER



J. BOYER,
OFFICER



T. CASPERON,
OFFICER



P. BORG,
OFFICER



K. RIDDLE,
COMMUNITY
SERVICE OFFICER



L. HOFSTEDT,
COMMUNITY
SERVICE OFFICER



L. SCHANY,
COMMUNITY
SERVICE OFFICER



I. PENINA,
COMMUNITY
SERVICE OFFICER



S. ALI,
COMMUNITY
SERVICE OFFICER



B. PETERSON,
POLICE SUPPORT
SPECIALIST



K. HEITKAMP,
POLICE SUPPORT
SPECIALIST

AWARD RECIPIENTS

EMPLOYEES OF THE QUARTER



CHRIS DAVIDSON,
BUSINESS MANAGER



JAMES ELLEFSON,
DETECTIVE



ROBERT MUELLER,
OFFICER



BRETT COFFIELD,
OFFICER

LUTHER FAMILY FORD SALUTE TO LAW ENFORCEMENT



ERIC SORENSON,
OFFICER



WESLEY BOOTH,
OFFICER

AWARD RECIPIENTS

EMPLOYEE OF THE YEAR



TRACY HAUGEN,
OFFICE SUPERVISOR

CHIEF'S MEDAL



JASON ANDERSON,
LIEUTENANT



JASON DURA,
LIEUTENANT



CODY BEILKE,
LIEUTENANT

Commendable Service Award

- James Ellefson
- Travis Johnson

Life Saving Award

- Brittany Schmidt
- Charles Swiggum
- Eric Sorenson
- Ryan Wuollet

Purple Heart Award

- Tim Brown

Excellence in Leadership Medal

- Grant Richardson

Police Longevity Service Medal

- Miles Orth
- Tyler Williams

ND Safety Council for Alive at 25

- Jason Balvik
- Sylvie Schweyen

Meritorious Service Award

- Patrick Hanson
- Trent Stanton
- Tim Runcorn
- Derek Werner

Letter of Recognition

- Abigail Dusek
- Benjamin Orr
- Patrick Thomas
- Travis Evink
- Brett Coffield
- Bobbi Jo Nobles
- Ryan Haskell
- Adam Sufficool
- Jacob Zach
- Tim Brown
- Michelle Glaser
- Craig Danielson
- Patrick Hanson
- Michael Kane
- Kyle Johnson
- Matthew Oldham
- Grant Richardson
- Eric Sorenson
- Derek Werner
- Tyler Williams
- Brent Young

PROMOTIONS

PROMOTED TO LIEUTENANT



CODY BEILKE,
PROMOTED ON
JAN. 9, 2022

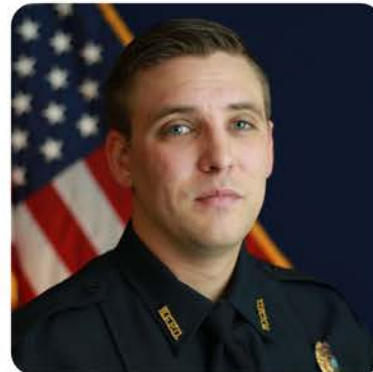
PROMOTED TO SERGEANT



RYAN WUOLLET,
PROMOTED ON
MARCH 6, 2022



DEREK WERNER,
PROMOTED ON
MARCH 6, 2022



MICHAEL CARLSON,
PROMOTED ON
MAY 2, 2022

SERVICE MILESTONES



MILES ORTH,
20 YEARS OF SERVICE



TYLER WILLIAMS,
20 YEARS OF SERVICE



TRAVIS JOHNSON,
15 YEARS OF SERVICE



RANDY BURKHARTSMEIER,
15 YEARS OF SERVICE



RYAN DENIS,
15 YEARS OF SERVICE



CRAIG DANIELSON,
10 YEARS OF SERVICE



CODY BEILKE,
10 YEARS OF SERVICE



SARI SUPLER,
10 YEARS OF SERVICE



DAVE TODD,
5 YEARS OF SERVICE



BRENDA HIEB,
5 YEARS OF SERVICE



MICHAEL CARLSON,
5 YEARS OF SERVICE



NICK GOMEZ,
5 YEARS OF SERVICE



TRAVIS EVINK
5 YEARS OF SERVICE

DEPARTMENT VOLUNTEERS

1,552
TOTAL
VOLUNTEER HOURS



TIM BROWN, SR.,
CHAPLAIN



VERN BAARDSON,
CHAPLAIN



CASEY BAARDSON,
CHAPLAIN



TAMI CRIST,
CHAPLAIN

In 2022, our department volunteers donated an incredible 1,552 hours of their time. Our volunteers assist with tasks ranging from vehicle maintenance to transporting paperwork to the Cass County State's Attorney's Office.

The department is fortunate to have nationally recognized Chaplains serving them. Tim Brown, Sr. joined the team in September 2022. Our Police Chaplains assist the residents of West Fargo and West Fargo Police Department Officers during traumatic events.

The department also has numerous volunteers that assist with the Cadets program by arranging meetings, taking photos and more. The Cadets program is made possible with the help of these volunteers.

Thank you to all of our volunteers for their dedication and service throughout 2022!



MEGAN LARSON,
DEPARTMENT
VOLUNTEER



CHAD RICE,
VOLUNTEER POLICE
CADETS MENTOR



SHAWN O'DONNELL,
VOLUNTEER POLICE
CADETS MENTOR



RON BABB,
DEPARTMENT
VOLUNTEER



CARL GLANDER,
DEPARTMENT
VOLUNTEER



RICHARD LOGAN,
DEPARTMENT
VOLUNTEER

POLICE CADETS



The West Fargo Police Public Safety Cadets (WFPPSC) is a career exploration program for high school and early college students. The primary goal of the program is to help young adults determine if they would like to pursue a career path in law enforcement. The WFPPSC currently has 13 cadets enrolled.

On April 15, 2022, our cadets suffered the loss of Cadet Corporal Brodie Gilbertson. Brodie had been diagnosed with B-cell Acute Lymphoblastic Leukemia in October, not long after joining the program. Throughout his treatment, he remained positive and inspired his fellow cadets. Brodie displayed many of the West Fargo Police Department's and the cadet program's values throughout his journey, even when faced with setbacks. Brodie was voted "Cadet of the Year" and received this honor before he passed away.

In April, six cadets attended the 47th Annual MLEEA Conference and Competition in Rochester, MN. The cadets received a tour of the Bloomington Police substation and the Mall of America security headquarters. At the conference, the WFPPSC earned several awards including 1st place pistol rapid fire, 3rd place pistol slow fire, 5th place aggregate pistol shoot for a team, and 5th place overall airsoft pistol shoot.

In August, cadets were able to attend the Annual NDLEYA Summer Leadership Academy at Camp Grafton. Training focused on team and confidence building as well responding to various police-related scenarios. Officer Travis Johnson also serves as an NDLEYA board member and coordinates this event.

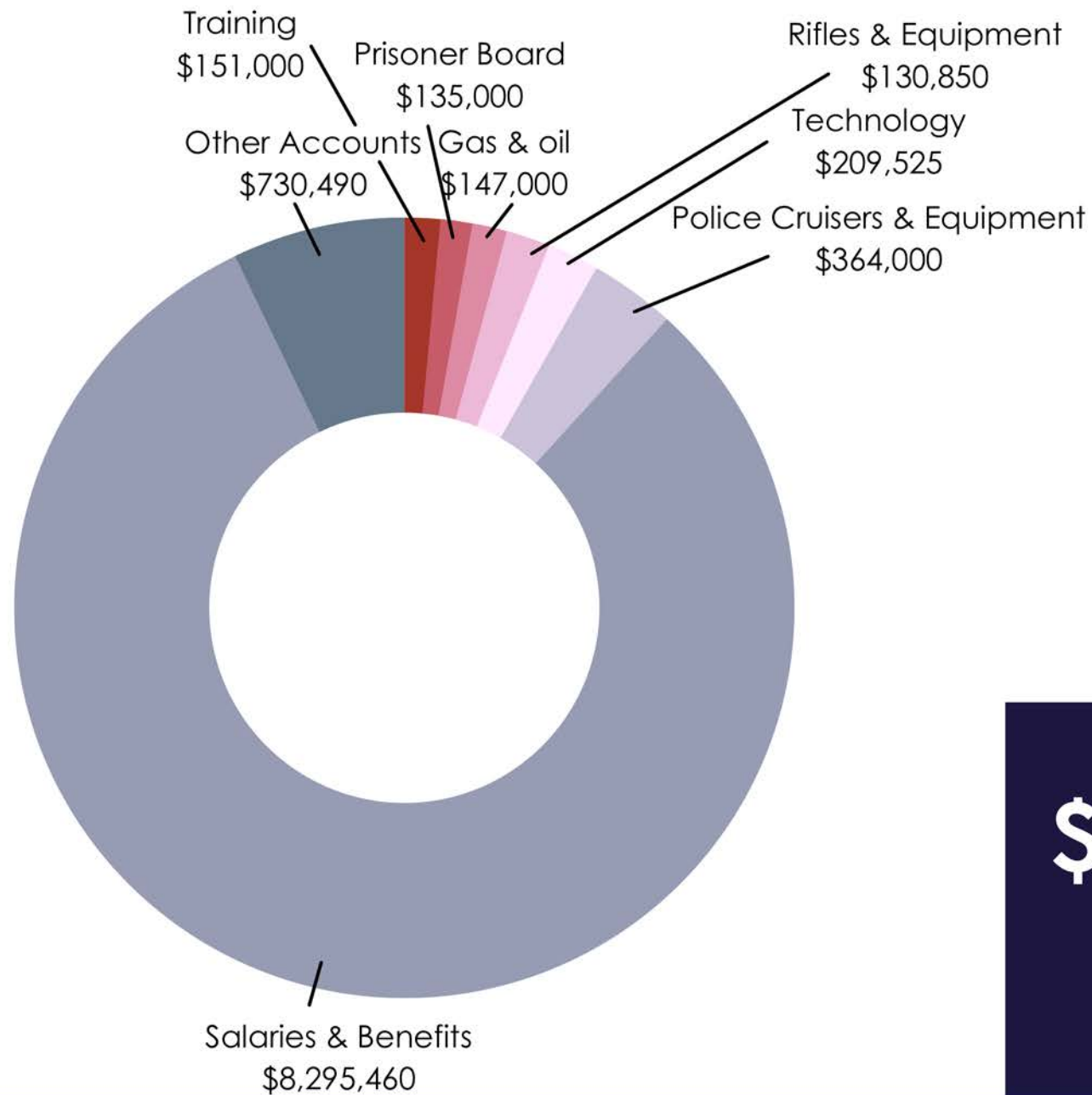
Current WFPPSC mentors are Officers Travis Johnson, Sari Supler, Brent Young, Robert Mueller, Sawyer Faltersack, Bobbie Jo Nobles, and Charles Swiggum. Our volunteer mentors are Shawn O'Donnell, Chad Rice, and Megan Larson. During 2022, volunteers donated a total of 339 hours.

13
CADETS

286
HOURS OF
COMMUNITY
SERVICE

107
HOURS OF LAW
ENFORCEMENT
SERVICE





\$10,154,325
TOTAL BUDGET

2022 BUDGET

BOMB & SWAT TEAMS

RED RIVER VALLEY REGIONAL BOMB SQUAD

The Red River Regional Bomb Squad is a multi-jurisdictional team that assists local law enforcement agencies in the education, location and disposal of all energetic materials. The Bomb Squad is often utilized with the tactical unit and negotiations unit on large-scale events with a potential for dangerous materials or explosives. The Bomb Squad uses different types of technology to assist other units including bomb robots, which are capable of sending real-time video and audio.

RED RIVER VALLEY SWAT TEAM

The Red River Valley SWAT Team is comprised of members from all local metropolitan agencies. The department has three officers on the team and one Sergeant, who serves as a team leader. In 2022, the Red River Valley SWAT Team was deployed 25 times for various high risk search warrants, barricaded subject calls, and other high profile security details. The team trains monthly for high-risk operations such as warrants, hostage rescue, barricaded subjects and active shooter incidents.

BOMB SQUAD CALLS		2022
INCIDENTS		29
	Recovery/IED	3
	Recovery/All Other	20
	Suspicious	5
	Explosion/Post Blast	1
ACTIVITIES		29
	Bi-Monthly Training	24
	SWAT Assists	3
	Joint Scenario Training	2



PATROL DIVISION

504,913
TOTAL MILES
DRIVEN

The Patrol Division officers respond to major and minor crimes and assist on medical calls. Calls for service range from providing directions to responding to major incidents involving serious injury or death.

Within the division, the officers take on extra responsibilities beyond basic patrol duties. These responsibilities can include:

- Alcohol compliance checks
- Bike patrol unit
- Bomb squad
- Defense tactics
- Drug recognition
- Peer Support Team
- Community Service Officer Program
- Police Cadets
- Field training
- Honor Guard
- Internet safety
- Negotiations
- SWAT Team

49,391
GALLONS OF
GAS USED



PATROL DIVISION

**LIEUTENANT
JASON DURA**

**LIEUTENANT
CODY BEILKE**

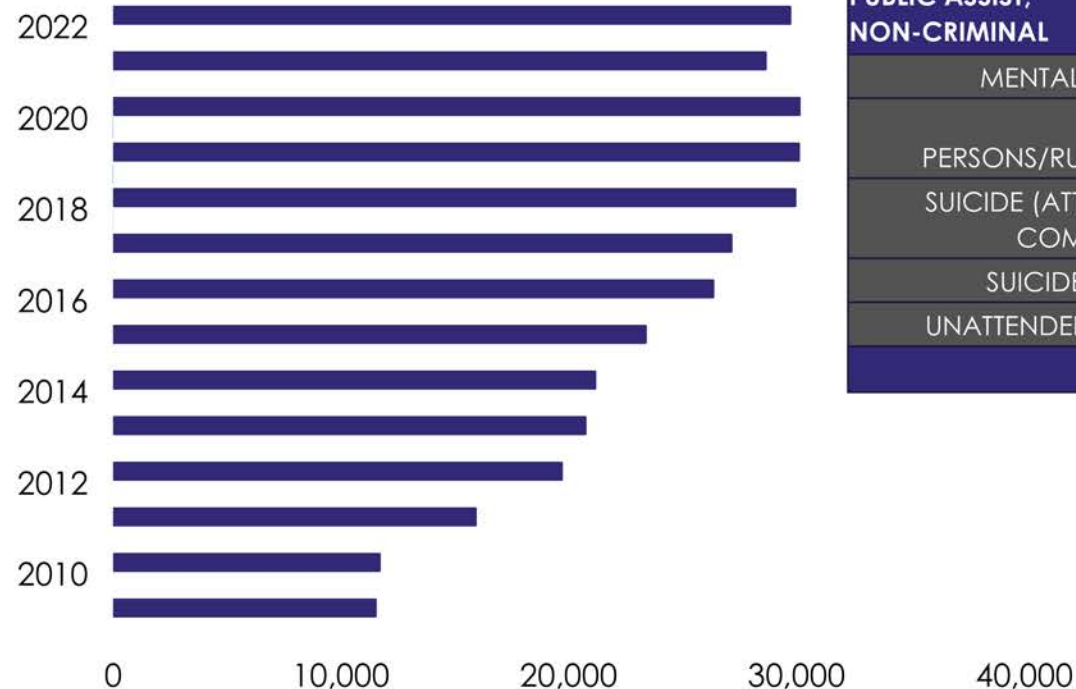


The Patrol Division consists of two Patrol Lieutenants, nine Patrol Sergeants, 29 Patrol Officers, a Traffic Enforcement Officer and eight part-time Community Service Officers. Eleven new Patrol Officers were hired and trained to fill department vacancies.

The Patrol Division also implemented pursuit intervention technique (PIT) training for all officers. The PIT is a controlled maneuver that is a safe and effective way to end pursuits when the suspect vehicle is fleeing law enforcement. PIT maneuver training is another proactive tool to safely end pursuits in order to protect the greater community.

The Patrol Division executed several successful PIT maneuvers resulting in the arrests of individuals with outstanding felony warrants and additional charges resulting from the incidents.

TOTAL CALLS FOR SERVICE



MENTAL HEALTH AND PUBLIC ASSIST, NON-CRIMINAL	2017	2018	2019	2020	2021	2022
MENTAL HEALTH	41	38	53	65	64	96
MISSING PERSONS/RUNAWAY	133	100	112	82	111	147
SUICIDE (ATTEMPTED, COMPLETED)	47	58	45	48	49	47
SUICIDE THREAT	56	86	49	66	66	80
UNATTENDED DEATH	20	17	28	21	37	34
TOTAL	297	299	287	282	327	404

29,732
CALLS FOR
SERVICE

TRAFFIC & PATROL STATISTICS



TRAFFIC STATS	2017	2018	2019	2020	2021	2022
DUI	160	240	163	153	119	118
DUI REFUSALS	45	45	43	45	35	30
DRIVING UNDER SUSPENSION	532	734	504	236	265	492
SUBTOTAL	737	1019	710	434	419	640
PATROL STATS	2017	2018	2019	2020	2021	2022
CITATIONS ISSUED	5459	6965	4592	5204	4583	5503
ARRESTS	1925	2083	1775	1348	1371	1569
ACCIDENTS	930	984	1122	745	907	1030
SUBTOTAL	8314	10032	7492	7297	6861	8102
TOTAL	9051	11051	8202	7731	7280	8742

COMMUNITY SERVICE OFFICERS

TOP CALLS FOR SERVICE - CSO	2022
ANIMAL CALLS	310
BICYCLE - FOUND	24
CODE ENFORCEMENT	126
FOUND PROPERTY	28
HEALTH - SAFETY	96
IMPOUND	10
LOST PROPERTY	2
LOUD NOISE	8
PARKING COMPLAINT	989
PUBLIC ASSIST	42
RESIDENCE/BUILDING CHECK	124
VEHICLE UNLOCK	188

The Community Service Officer (CSO) position changed to seven part-time positions. This program helps criminal justice students start learning the basics of law enforcement. The goal of the CSO program is to help recruit and retain quality candidates to become officers for the West Fargo Police Department.

The CSOs respond to calls for service, such as vehicle unlocks, animal calls, code enforcement, and parking complaints. The CSOs also work directly with the Fleet Manager for vehicle maintenance and deliveries to other government agencies.

1,697 CSO CALLS FOR SERVICE

LAKE REGION STATE COLLEGE ACADEMY

The West Fargo Police Department partnered with Lake Region State College to host the first annual Peace Officer Academy locally in West Fargo. The Peace Officer Training Program (POTP) allows an individual to become a licensed peace officer in the state of North Dakota. The program has nearly a 100 percent employment rate for graduates who pursue positions as full-time police officers in North Dakota.

The Peace Officer Academy is a 14-week rigorous training program. Students complete physical fitness training every morning and classroom hours from 9 a.m. – 5 p.m. Monday through Friday. Instructors cover a variety of topics ranging from crime scene processing to North Dakota criminal law. Lake Region State College is the only college in the state authorized to deliver a North Dakota POST basic curriculum.

By offering this certified law enforcement training, the department aimed to recruit and retain qualified individuals to fill vacant positions both in West Fargo and throughout the region.

The West Fargo Police Department was proud to graduate 18 students in the first class of the local Peace Officer Academy. Twelve of those students were offered condition jobs in law enforcement throughout the region prior to graduation day.

Thank you to the officers from the West Fargo Police Department and Cass County Sheriff's Office for assisting as instructors throughout the academy.



K-9 UNIT



K-9 BELLA

Handler: SRO Todd Pearson
Breed: Labrador Mix
Age: 14 months



K-9 HONDO

Handler: Officer Brock Ackerman
Breed: Belgian Malinois
Age: 19 months



K-9 THOR

Handler: Officer Matthew Oldham
Breed: German Shepherd/Belgian Malinois
Age: 18 months



K-9 TOSTI

Handler: Officer Ben Orr
Breed: Dutch Shepherd
Age: 8 years old
EOW: Oct. 22, 2022

100+
DEPLOYMENTS

NEW PROGRAM - COMFORT DOG

Through a donation from SCHEELS and partnership with West Fargo Public Schools, the West Fargo Police Department introduced the first comfort dog and School Resource Officer (SRO) team in the state of North Dakota.

The comfort dog, K-9 Bella, assists elementary SRO Todd Pearson in his role fostering positive relationships with learners, parents, and educators. With the addition of K-9 Bella, SRO Pearson helps students struggling with anxiety and depression, improves student morale, and increases overall positive interactions.

"Our goal is to bridge the gap between law enforcement and students or residents through the comfort dog program," said SRO Todd Pearson. "Having a comfort dog present can help students and community members open up about mental health or other concerns."

The two will also assist with public events, community outreach, traumatic incidents, and additional crisis response incidents.

K-9 Bella joins the Community Outreach Programs and Services Unit, assigned to SRO Pearson. K-9 Bella will also be utilized in the officer wellness programs including involvement with the Peer Assistance Crisis Team.

The West Fargo Police Department would like to thank SCHEELS for their generous donation and continued support of the department's community engagement efforts.





K - 9 U N I T



ADMINISTRATION DIVISION

996

FINGERPRINTS
RECORDED

The Administration Division includes a Lieutenant, training Sergeant, and a number of civilian employees who perform essential tasks for the department. These civilian employees include two Police Record Specialists, two Transcription Specialists, four Support Specialists, a Business Manager and an Office Supervisor.



LIEUTENANT JASON ANDERSON

Lieutenant Anderson is in charge of the departments fleet, equipment and building issues. He is also head of the training unit and internal affairs, which handles all complaints, both externally and internally.

BUSINESS MANAGER

The Business Manager performs accounting, administrative and clerical operations. This position is responsible for the collection of information for budget requests, tracking of purchases and reporting budget item statuses. The Business Manager also serves as the administrative assistant to the Chief.

POLICE RECORDS SPECIALIST

The two police Records Specialists are tasked with conducting criminal background checks, routing reports to various agencies and responding to various open records requests. These individuals determine what information can be released from records in accordance with North Dakota Open Records Law.

OFFICER SUPERVISOR

The Office Supervisor is responsible for approving task guidelines, schedules, staff reviews and the supervision and training of Support Specialists. The Office Supervisor serves as the National Crime Information Center (NCIC) validation officer who is responsible for verifying the accuracy of police records in NCIC.

TRANSCRIPTION SPECIALISTS

The two Transcription Specialists work to transcribe digital reports and interviews. They prepare correspondence, proofread, edit, file, and input data.

POLICE SUPPORT SPECIALISTS

Police Support Specialist are entrusted with customer service for the department. These four individuals assist the public on the phone and in person with bike licensing, pet licensing, ticket payments, finger printing, Vacation House Watch requests, offender registrations, State Teletype System updates and more during lobby hours.

INTERNAL AFFAIRS	EXONERATED	SUSTAINED	UNFOUNDED	TOTAL
EXTERNAL	3	0	0	3
INTERNAL	1	2	0	3
TOTAL	4	2	0	6

TRAINING & SPECIAL PROGRAMS

Sworn staff received 7,355 hours of Police Officers Standards and Training (POST) accredited training.

Every three years officers are required to complete 60 hours of continuing education training to maintain their license. A variety of training organizations were brought to the West Fargo Police Department to cover topics such as drug interdiction, police K-9, legislative review, SRO basics, FTO training and interview techniques.

7,355

TOTAL TRAINING HOURS

CRIME FREE MULTI-HOUSING PROGRAM

The West Fargo Crime Free Multi-Housing Program offers training for West Fargo rental property management and staff. After training, the Crime Free Multi-Housing coordinator notifies the trained management when tenants or visitors commit certain offenses on the property. The department also assists the rental property management with background check.

1,508

HOUSING INCIDENT REPORTS

447

RECORD CHECKS

SEX OFFENDER COMPLIANCE TEAM

The West Fargo Police Department Sex Offender Compliance Team was created in 2021. The team monitors offenders living and/or working in West Fargo, as well as identify unregistered offenders and complete investigations for crimes including Failure to Register as a Sex Offender.

The team consists of three Patrol Officers, one Patrol Sergeant, one Investigations Lieutenant, and one Criminal Intelligence Analyst. In 2022, the team monitored approximately 45 registered offenders.

INTERNET CRIMES AGAINST CHILDREN (ICAC)

In West Fargo, it is a priority to keep our youth safe from online predators. In 2022, our ICAC Detective worked multiple cyber tips and completed a year long proactive investigation. That investigation concluded with a 17-year federal conviction for a local online predator. Our ICAC Detective also conducted multiple days of internet safety training within West Fargo Public Schools.

Cyber tips include:

- possession or distribution of child pornography
- luring a minor by computer

NEW PROGRAMS

TRANSPARENCY DASHBOARD

The department launched a one-stop, crime data dashboard for the public. The dashboard combines statistics and public information into one easily accessible online location. The dashboard lists crime statistics, calls for service, year-to-date counts, neighborhood crime maps and crime heat maps.

Statistics provided are closed investigations. No open investigations are listed on the transparency dashboard

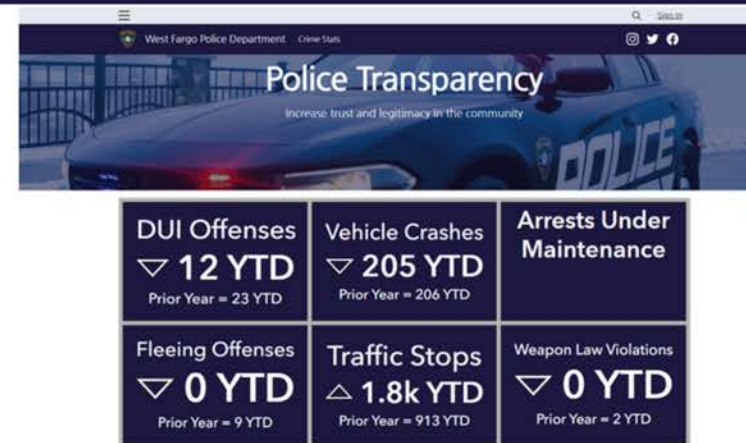


SCAN ME

CARDIAC SCREENING

The department partnered with Essentia Health to develop an enhanced cardiac screening program. The program is a part of the officer wellness program designed to identify those most at risk of a cardiac event and prevent it from occurring in the future.

"Our department has experienced several tragic cardiac events with our own officers over the past few years," said West Fargo Police Chief Denis Otterness. "This program is designed to help prevent these tragedies and ensure our officers' overall wellness remains a top priority."



INVESTIGATIONS DIVISION



LIEUTENANT GREG WARREN

Lieutenant Greg Warren led the West Fargo Police Department Investigations Division.

Lieutenant Warren retired from the department in January 2023. Lieutenant Warren spent 48 years as a part of the West Fargo Police Department family and is the longest-serving West Fargo officer. His accomplishments, mentorship, and love for music will continue to shape the department for years to come.

Thank you for your service and dedication to our community.

The division consists of three Sergeants, five Detectives, a Crime Free Multi-Housing Coordinator, Criminal Intelligence Analyst and an Evidence Technician. Detectives assigned to the Investigations Division also work as members of the Cass County Drug Task Force, the Metro-Area Street Crimes Unit and the Drug Enforcement Administration Task Force. Officers assigned to these task forces focus on narcotics, human trafficking, and gangs in the metro.

The Investigations Division houses the COPS Unit and School Resource Officers. This Division also manages special programs such as the Offender Registration and Crime Free Multi-Housing Program.

650

INVESTIGATION CASES ASSIGNED

725

INVESTIGATION CASES REVIEWED

62%

TIP TUESDAY IDENTIFICATION CLOSURE RATE

DRUG & EVIDENCE PROCESSING



SARI SUPLER, EVIDENCE TECHNICIAN

Sari Supler is the Evidence Technician. Supler conducts, audits and maintains the flow of evidence. Supler is responsible for proper handling of items and processes evidence. In 2022, evidence processing took in 1,323 pieces of evidence.

1,323

TOTAL PIECES OF EVIDENCE TAKEN IN

CASS COUNTY DRUG TASK FORCE STATISTICS	SEIZURES
METH	10 LBS
HEROIN	91 GRAMS
MARIJUANA	91 LBS
MDMA	10 GRAMS
FENTANYL	40,751 DOSAGE UNITS
COCAINE	124 GRAMS
CRACK COCAINE	124 GRAMS
CURRENCY	\$213,897
FIREARMS	20

WEST FARGO POLICE DEPARTMENT STATISTICS	SEIZURES
METH	250.52 grams
HEROIN	0.68 grams
MARIJUANA	4,356.41 grams
MARIJUANA WAX	148.97 grams
FENTANYL	11 pills
CURRENCY	\$14,491.18

*All grams are estimates and do not include any liquid form of the drugs listed.

METRO-AREA STREET CRIMES UNIT

191
TOTAL
ARRESTS

The West Fargo Police Department participates in the Fargo-Moorhead Metro-Area Street Crimes Unit. This unit is comprised of officers and deputies from the Cass County Sheriff's Office, Clay County Sherriff's Office, West Fargo Police Department, Fargo Police Department and Moorhead Police Department. This unit works to identify, track, and apprehend gang members and their associates. In 2022, the unit made 191 total arrests, 11 were confirmed gang members or known associates. The unit made 180 non-gang arrests including probable cause and warrant arrests. The unit also seized thousands of grams of street drugs from methamphetamine to marijuana.

In 2022, the unit conducted 56 search warrants for vehicle GPS tracking, residential buildings, DNA, phones and for persons of interest. Detectives assigned to the Street Crimes Unit are also deputized members of the U.S. Marshal's High Plains Fugitive Task Force.

YEAR END TOTALS

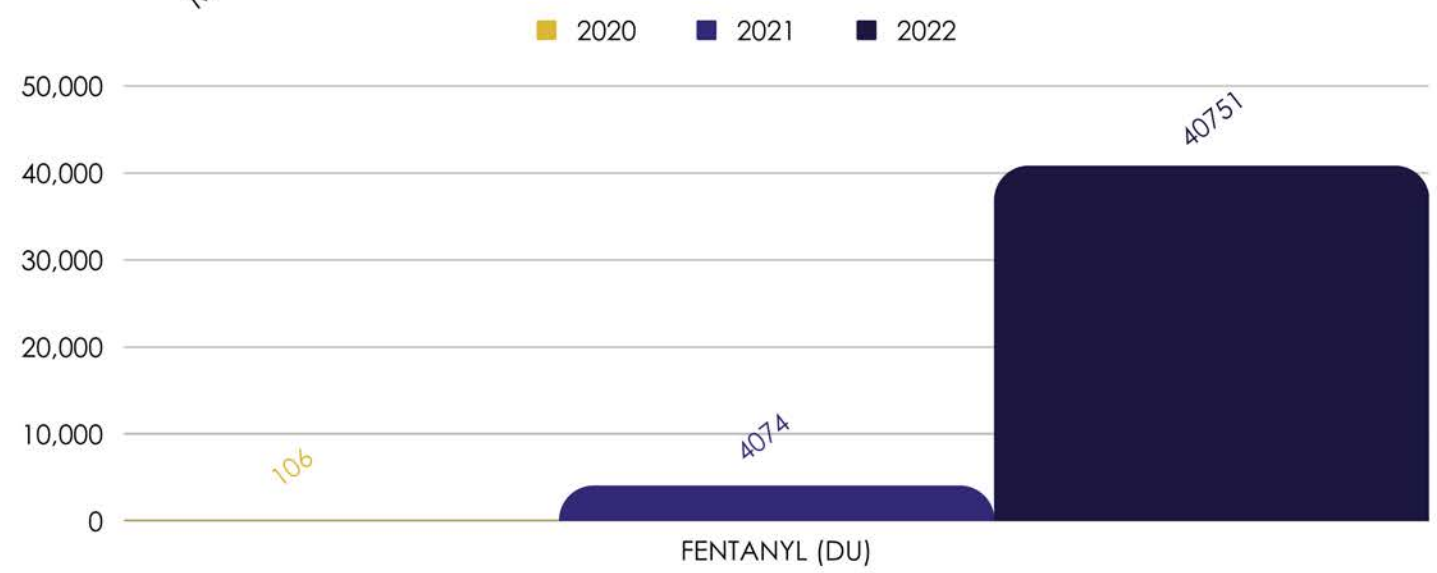
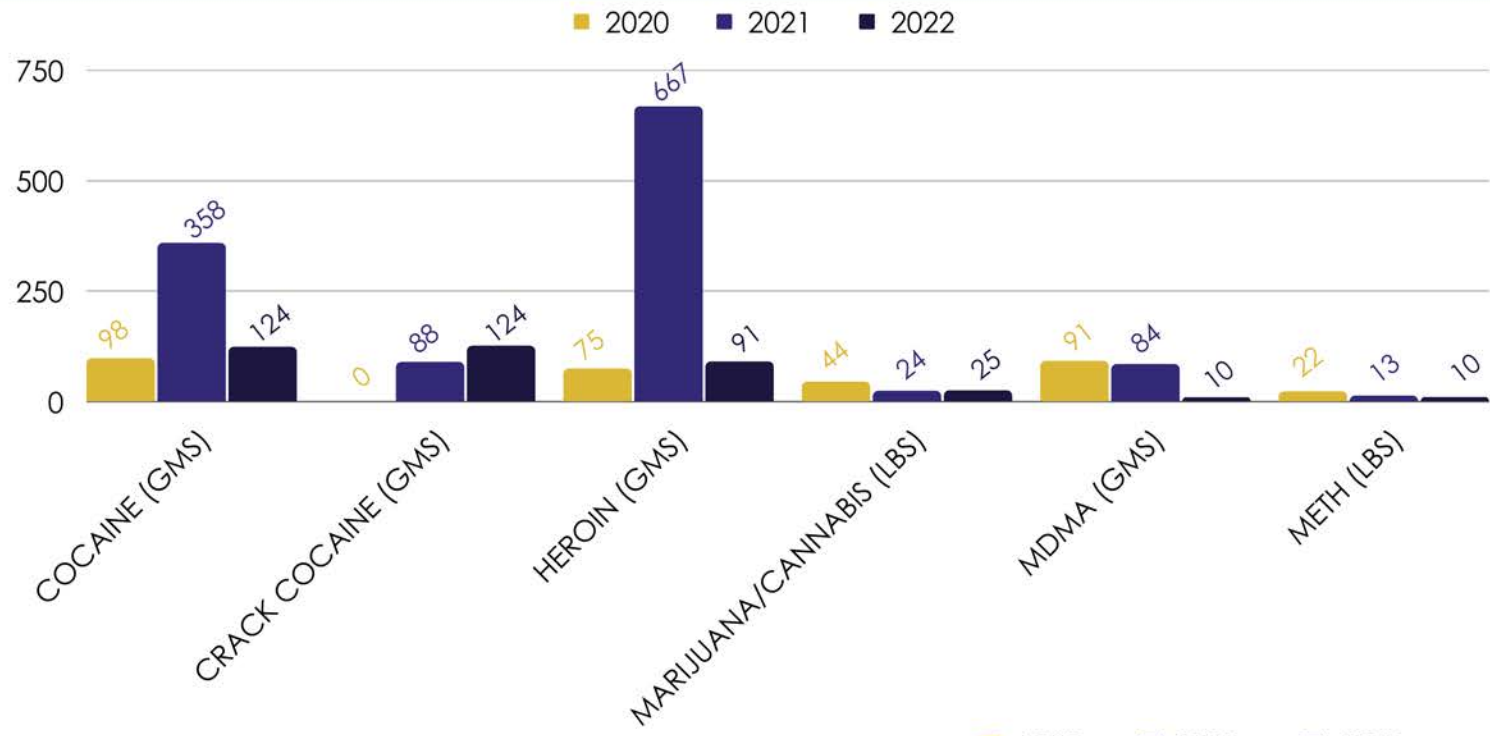
GANG ARRESTS	11
NON-GANG ARRESTS	180
COCAINE (GRAMS)	22.5
M30 PILLS (QUANTITY)	3926
CONTROLLED PILLS (QUANTITY)	4
MARIJUANA (GRAMS)	707.3
METH (GRAMS)	780.2
FENTANYL (GRAMS)	7.5
MONEY SEIZED	\$140,308
VEHICLES SEIZED	1
FIREARMS SEIZED	28

TRAINING HOURS	118
TOTAL SEARCH WARRANTS	56
RESIDENTIAL SEARCH WARRANTS	12
ELECTRONIC SEARCH WARRANTS	40
NIGHT-TIME SEARCH WARRANTS	0
NON-RESIDENTIAL STRUCTURE SEARCH WARRANTS	1
VEHICLE SEARCH WARRANTS	1
DNA SAMPLE SEARCH WARRANTS	3
GPS SEARCH WARRANTS	0
NO-KNOCK SEARCH WARRANTS	0
ASSIST OTHER AGENCY	65

CASS COUNTY DRUG TASK FORCE STATISTICS

176
TOTAL
DRUG CASES

56
TOTAL SEARCH
WARRANTS
(DRUG ONLY)



COMMUNITY OUTREACH PROGRAMS & SERVICES UNIT

The West Fargo Police Department's Community Outreach Programs and Services Unit (COPS Unit) consists of a Community Engagement Officer, eight School Resource Officers and a Sergeant. The Community Engagement Officer was made possible through a grant.

The COPS Unit implemented multiple programs including:

- Citizens Police Academy
- Badges and Bobbers fishing
- Police in the Park
- Cops & Dobbers Senior Bingo
- Senior Safety Academy
- Scam Presentations
- Coffee with a Cop
- Seasonal Coloring Contests

This unit and these programs continue the department's efforts to recognize West Fargo's changing demographics and strengthen relationships with all members of the community.

"The goal of the unit is to enhance and build trust between the West Fargo Police Department and every resident in the community," said Chief Denis Otterness. "We are continuing to grow our department and find ways to interact with our residents, which is especially important given the increasing diversity of our community."



PATRICK HANSON,
COMMUNITY OUTREACH PROGRAMS
AND SERVICES SERGEANT



RHONDA JORGENSEN,
COMMUNITY ENGAGEMENT OFFICER

COMMUNITY OUTREACH PROGRAMS & SERVICES UNIT



COCOA WITH THE COPS



COFFEE WITH A COP AT
SANDY'S DONUTS



POLICE IN THE PARK



COLORING
CONTEST WINNERS



COMMUNITY SAFETY EVENT



SENIOR BRUNCH WITH
WEST FARGO PARKS

BATTLE OF THE BADGES

The West Fargo Police Department participated in the 4th annual Battle of the Badges blood drive in partnership with Vitalant. Team Law won this year's friendly competition with 75 units of donated blood compared to 64 units by Team Fire.



75

VS.

64





PINK PATCH PROJECT

The West Fargo Police Department started the Pink Patch Project in 2018. The pink patch and department challenge coin were sold for \$10 for breast cancer awareness. The money raised was donated to the Edith Sanford Breast Center.

In 2022, over \$1,200 was donated to the Edith Sanford Breast Center.

COMMUNITY EVENTS



Annual Night to Unite Event



Event partnership with
Golden Drive Homeless Kids



Annual Cops and Kids Shopping
with the Fraternal Order of Police



Hometown Heroes Academy
featuring the department's
drone team



SRO Schweyen participating in
homecoming festivities



Chief Otterness serving donuts at Sandy's
for National Donut Day

SCHOOL RESOURCE OFFICERS

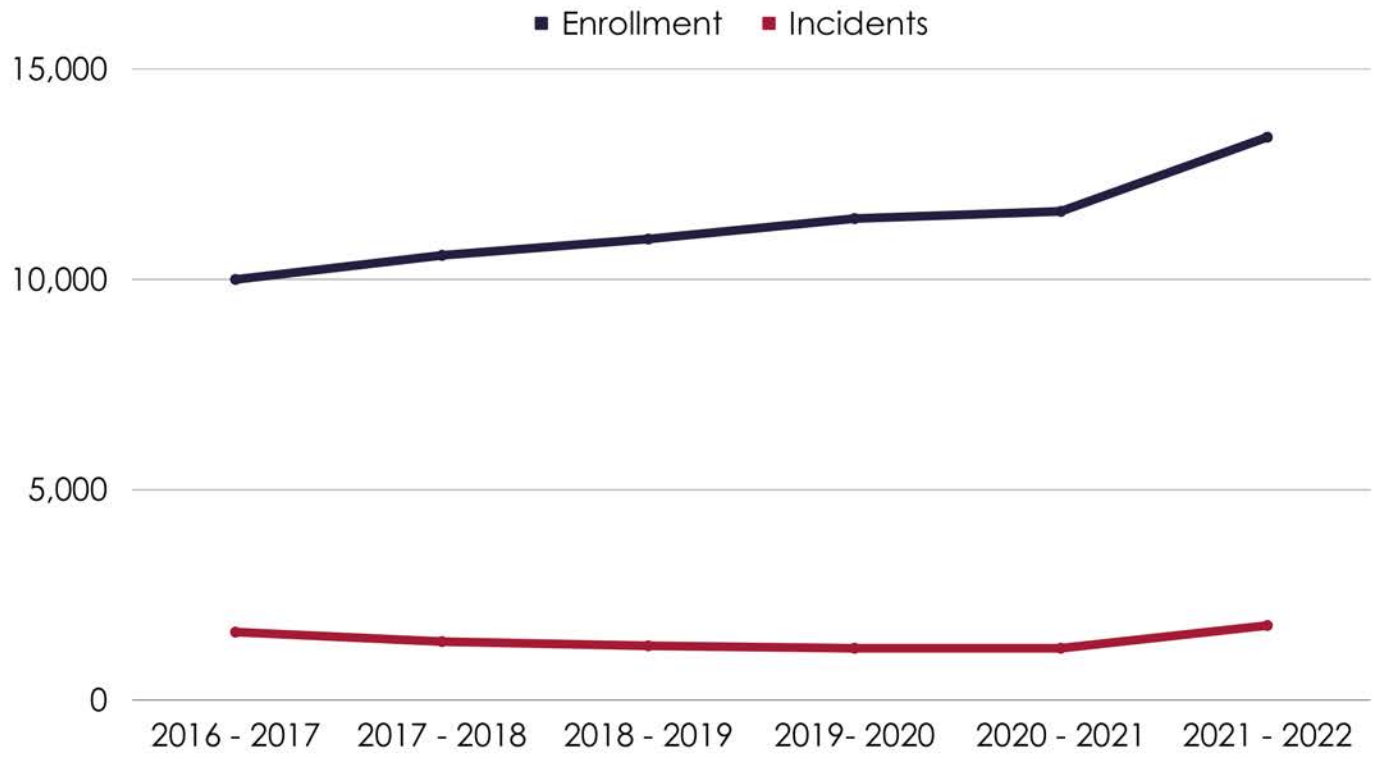
The role of a School Resource Officer (SRO) is threefold – educator, informal counselor and law enforcement officer. Each SRO is required to undergo training with the National Association of School Resource Officers.

The West Fargo Police Department has partnered with West Fargo Public Schools for the SRO program since 2005. The team is made up of eight SROs.

8
SCHOOL
RESOURCE
OFFICERS

22
SCHOOLS

SCHOOL DISTRICT TOTALS



MEET THE SROS



PATRICK HANSON
Sergeant, Community
Outreach Programs
and Services Unit



JASON BALVIK

West Fargo High School



SYLVIE SCHWEYEN

Horace Middle School



RYAN FELTMAN

Horace High School



TODD PEARSON

Northside Elementary
Schools



ANNIE BREWER

Liberty Middle School



DORA ROLL

Southside Elementary
Schools



AARON OSTLUND

Sheyenne High School



CHARLES SWIGGUM

Cheney Middle School



THANK YOU

THANK YOU FOR TAKING THE TIME TO
REVIEW OUR 2022 HIGHLIGHTS.

WE LOOK FORWARD TO MANY GREAT
YEARS SERVING THE
WEST FARGO COMMUNITY.

.....

STAY INFORMED AND CONNECT WITH US ONLINE AT:
WESTFARGOPOLICE.COM



@WESTFARGOPOLICE



Body-Worn Camera and Portable Audio Recorders

424.1 PURPOSE AND SCOPE

This policy provides guidelines for the use of Body-Worn Cameras (BWC) and portable audio recording devices by members of this Department while in the performance of their duties. Body-Worn Cameras and Portable audio recording devices include all recording systems whether body-worn, hand held or integrated into portable equipment.

This policy does not apply to mobile audio/video recordings, interviews or interrogations, authorized undercover operations, wiretaps or eavesdropping (concealed listening devices).

424.2 POLICY

The West Fargo Police Department may provide members with access to BWC's and portable recorders for use during the performance of their duties. The use of these devices is intended to enhance the mission of the Department by accurately capturing contacts between members of the Department and the public.

424.3 MEMBER PRIVACY EXPECTATION

All recordings made by members on any Department-issued device at any time, and any recording made while acting in an official capacity of this Department, regardless of ownership of the device it was made on, shall remain the property of the Department.

424.4 ACTIVATION OF THE BWC OR PORTABLE RECORDER

This policy is not intended to describe every possible situation in which the BWC or portable recorder should be used, although there are many situations where its use is appropriate. Members should activate the BWC or recorder any time the member believes it would be appropriate or valuable to record an incident.

The BWC or portable recorder shall be activated in any of the following situations:

- (a) All enforcement activities and investigative contacts including stops, field interviews (FI), and the service of search warrants and arrest warrants
- (b) Traffic stops including, but not limited to, traffic violations, stranded motorist assistance and all crime interdiction stops
- (c) Self-initiated activity in which a member would normally notify Central Dispatch
- (d) Any other contact that becomes adversarial after the initial contact in a situation that would not otherwise require recording

West Fargo Police Department

Policy Manual

Body-Worn Camera and Portable Audio Recorders

Members should remain sensitive to the dignity of all individuals being recorded and exercise sound discretion to respect privacy by discontinuing recording whenever it reasonably appears to the member that such privacy may outweigh any legitimate law enforcement interest in recording. Requests by members of the public to stop recording (reluctant witness, confidential information,, etc.) should be considered using this same criterion. Recording should resume when privacy is no longer at issue unless the circumstances no longer fit the criteria for recording.

At no time is a member expected to jeopardize his/her safety in order to activate a BWC or portable recorder. However, the device should be activated in situations described above as soon as practicable.

424.4.1 CESSATION OF RECORDING

Once activated, the BWC or portable recorder should remain on continuously until the member's direct participation in the incident is complete, at the direction of a supervisor, or the situation no longer fits the criteria for activation. Recording may be stopped during significant periods of inactivity such as report writing, or other breaks from direct participation in the incident, or while discussing tactical or law enforcement sensitive information.

424.4.2 SURREPTITIOUS USE OF THE PORTABLE RECORDER

North Dakota law permits an individual to surreptitiously record any conversation in which one party to the conversation has given his/her permission (N.D.C.C. § 12.1-15-02).

Members may surreptitiously record any conversation during the course of a criminal investigation in which the member reasonably believes that such a recording will be lawful and beneficial to the investigation.

Members shall not surreptitiously record another Department member without a court order unless lawfully authorized by the Chief of Police or the authorized designee.

424.4.3 USE OF PORTABLE RECORDER IN DRUG OFFENSE INVESTIGATIONS

Officers may use a portable recorder to intercept wire or oral communications in drug offense investigations in compliance with a court order (N.D.C.C. § 29-29.2-02). Upon expiration of the order, the officer designated in the court order shall provide the issuing judge all documents and other information pertaining to the communications pursuant to the order or as required by law.

Intercepted communications shall be maintained in their entirety, without editing or alteration, and shall not be destroyed without a judge's order and in any event must be kept for 10 years.

424.4.4 EXPLOSIVE DEVICE

Many portable recorders, including body-worn cameras and audio/video transmitters, emit radio waves that could trigger an explosive device. Therefore, these devices should not be used where an explosive device may be present.

Body-Worn Camera and Portable Audio Recorders

424.5 PROHIBITED USE OF PORTABLE RECORDERS

Members are prohibited from using Department-issued BWC's and portable recorders for personal use and are prohibited from making personal copies of recordings created while on-duty or while acting in their official capacity.

Members are also prohibited from retaining recordings of activities or information obtained while on-duty, whether the recording was created with Department-issued or personally owned recorders. Members shall not duplicate or distribute such recordings, except for authorized legitimate Department business purposes. All such recordings shall be retained at the Department unless authorized by the Chief of Police or the authorized designee.

Members are prohibited from using personally owned recording devices while on-duty without the express consent of the Shift Supervisor. Any member who uses a personally owned recorder for Department-related activities shall comply with the provisions of this policy, including retention and release requirements, and should notify the on-duty supervisor of such use as soon as reasonably practicable.

Recordings shall not be used by any member for the purpose of embarrassment, harassment or ridicule.

424.6 IDENTIFICATION AND PRESERVATION OF RECORDINGS

To assist with identifying and preserving data and recordings, members should download, tag or mark the recordings in accordance with established training and procedure and document the existence of the recording in any related case report.

A member should transfer, tag or mark recordings when the member reasonably believes:

- (a) The recording contains evidence relevant to potential criminal, civil or administrative matters.
- (b) A complainant, victim or witness has requested non-disclosure.
- (c) A complainant, victim or witness has not requested non-disclosure but the disclosure of the recording may endanger the person.
- (d) Disclosure may be an unreasonable violation of someone's privacy.
- (e) Medical or mental health information is contained.
- (f) Disclosure may compromise an undercover officer or confidential informant.
- (g) The recording or portions of the recording may be protected under the North Dakota Open Records Law (N.D.C.C. § 44-04-18.7).

Any time a member reasonably believes a recorded contact may be beneficial in a non-criminal matter (e.g., a hostile contact), the member should promptly notify a supervisor of the existence of the recording.

Body-Worn Camera and Portable Audio Recorders

424.7 REVIEW OF RECORDED MEDIA FILES

When preparing written reports, members should review their recordings as a resource (see the Officer-Involved Shootings and Deaths Policy for guidance in those cases). However, members shall not retain personal copies of recordings. Members should not use the fact that a recording was made as a reason to write a less detailed report.

Supervisors are authorized to review relevant recordings any time they are investigating alleged misconduct or reports of meritorious conduct or whenever such recordings would be beneficial in reviewing the member's performance.

Recorded files may also be reviewed:

- (a) Upon approval by a supervisor, by any member of the Department who is participating in an official investigation, such as a personnel complaint, administrative investigation or criminal investigation.
- (b) Pursuant to lawful process or by court personnel who are otherwise authorized to review evidence in a related case.
- (c) By media personnel with permission of the Chief of Police or the authorized designee.
- (d) In compliance with a public records request, if permitted, and in accordance with the Records Maintenance and Release Policy.

When necessary, recordings should be reviewed by the City Attorney prior to public release (see the Records Maintenance and Release Policy). Recordings that unreasonably violate a person's privacy or sense of dignity should not be publicly released unless disclosure is required by law or order of the court.

424.8 COORDINATOR

The Chief of Police or the authorized designee should designate a coordinator (Body-Worn Camera Police Support Specialist) responsible for:

- (a) Establishing procedures for the security, storage and maintenance of data and recordings.
- (b) Establishing procedures for accessing data and recordings.
- (c) Establishing procedures for logging or auditing access.
- (d) Establishing procedures for transferring, downloading, tagging or marking events.

424.9 RETENTION OF RECORDINGS

Portable recordings are public records (N.D.C.C. § 44-04-17.1(16)). All recordings shall be retained for a period consistent with the requirements of the organization's records retention schedule but in no event for a period less than 180 days.

424.9.1 RELEASE OF AUDIO/VIDEO RECORDINGS

Requests for the release of audio/video recordings shall be processed in accordance with the Records Maintenance and Release Policy.



"Consent" or "Regular" Agenda Item?

[Consent]

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

Roben Anderson

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

Vacant

Assistant City Administrator

Dustin T. Scott

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: April 17, 2023

Subject: Improvement District No. 2271 - 7th Ave NW & 5th St Ct NW

Action: Accept Bids and Award Contract

New Information and Recommendation:

A virtual bid opening was conducted on March 23, 2023 at 10:30 AM where five (5) proposals were received. All Finish Concrete was the lowest bidder for their base bid in the amount of \$1,562,664.00 for Improvement District No. 2271. Additionally, at the request of the Commission, the cul-de-sac on 5th St. Ct. NW was bid as an alternate. All Finish Concrete's Alternate bid for this work was in the amount of \$336,870.00. Total for base bid + alternate = \$1,899,534.00

Results are attached to this packet. Also attached for review is a signed "Engineer's Statement of Estimated Cost" prepared in accordance with N.D.C.C 40-22-29 as well as preliminary funding documents.

The following documents are attached for review/consideration:

- Affidavit of Publication, Bid Tabulation, Draft Notice of Award, signed Engineer's Statement of Estimated Cost and preliminary assessment information.
- Notice of Award
- Resolution Accepting Bid

Staff Recommendation: Accept Bids AND Award Contract to All Finish Concrete for their base bid amount of \$1,562,664.00 AND their Alternate bid amount of \$336,870.00 totaling an award amount of \$1,899,534.00.

Background and Project Summary:

The project will pave the existing gravel road into an urban section concrete roadway which will include the installation of storm sewer. This will accommodate increased activity at the Stockyards site and businesses adjacent to this roadway as well as reduce dust in the area.

Policy Analysis:

This project will improve the accessibility of the Stockyards site by creating a concrete roadway, replacing the existing gravel road. This will be designed by a consultant and bid following city and state procedures.

Financial Analysis:

This project is proposed to be funded exclusively through special assessments to the adjacent properties. Given the favorable bid prices received on the project it is recommended that Alternate A is awarded as well.

Previously Presented Information and Commission Actions:

February 21, 2023 –

- **Staff Recommendation:** Approve Plans and Specifications and Authorize Ad for Bid
- **Commission Action:** Commissioner Olson moved and Commissioner Anderson seconded to approve. No Opposition, motion Carried.

January 16, 2023 –

- **Staff Recommendation:** Project Update
- **Commission Action:** No action requested

December 19, 2022

- **Staff Recommendation:** Initiate Public Hearing for the recently approved Resolution Declaring Work Necessary, Approve Task Order for “Basic Services” and Direct engineer to prepare Plans and Specifications.
- **Commission Action:** Commissioner Olson moved and Commissioner Simmons seconded to approve. Commissioner Anderson voted no. Motion carried on a 4 to 1 vote.

November 7, 2022

- **Staff Recommendation:** Create Improvement District No. 2271, Approve Engineer's Report, and Authorize Resolution of Necessity.
 - **Commission Action:** Commissioner Olson moved and Commissioner Anderson seconded to approve. Commissioner Dardis voted nay and Commissioner George was absent, motion carried on a 3 to 1 vote.
-



925 10th Avenue East
Suite 1
West Fargo, ND 58078
P: 701.282.4692
F: 701.282.4530



March 23, 2023

Mr. Daniel R. Hanson, PE
City Engineer
City of West Fargo
800 4th Avenue East
West Fargo ND 58078

RE: Improvement District No. 2271; 7th Avenue NW & 5th Street Ct. NW
West Fargo, ND
Moore Project No: 22824

Dear Mr. Hanson,

Bids were opened online during a virtual meeting for the above referenced project on March 23, 2023 at 11:30 a.m. The received bids were compiled and the bid tabulation is enclosed for your review. All Finish Concrete, Inc. was the apparent low bidder for the Base Bid and Alternate No. 1 with a Base Bid amount of \$1,562,664.00 and an Alternate No. 1 amount of \$336,870.00 for a total Base Bid plus Alternate No. 1 amount of \$1,899,534.00.

Our Engineer's Opinion of Probable Cost included with the Feasibility Study was \$2,507,178.65, not including contingencies. Per City Staff directive, this estimate included a city standard width roadway and storm sewer improvements for the entire improvement district. The final engineer's construction estimate prior to bidding was \$2,660,000.00. Per City Staff directive, this estimate included a narrower roadway section than city standard, reuse of the existing roadway subbase material, and a bid alternate for the 5th Street Ct. NW cul-de-sac.

Enclosed is the Engineer's Statement of Cost including the low bidder's construction prices for your review. Also included is information pertaining to the Special Assessments based on the benefit methodology established by City Staff as discussed in the Feasibility Study and the Engineer's Statement of Cost. This information includes the benefit methodology and associated map, a Preliminary Funding Summary and preliminary Special Assessment Allocations by Parcel.

Please review the enclosed information and provide comment, if any, at your earliest convenience. To meet the project's proposed schedule, the Contract is anticipated to be awarded by the West Fargo City Commission on April 17, 2023. If the Contract is awarded by the Commission, please sign, date, and return the enclosed Notice of Award so we can begin working on the Contracts.

Sincerely,

Matt Prochniak, PE
Project Manager

Enclosure(s)
Affidavit of Publication
Bid Tabulations
Notice of Award
Engineer's Statement of Cost
Special Assessment documents based on the Engineer's Statement of Cost:
Benefit Methodology
Benefit Methodology Map
Preliminary Funding Summary
Assessment Allocations by Parcel

Improving lives by building strong communities.

mooreengineeringinc.com

AFFIDAVIT OF PUBLICATION

STATE OF NORTH DAKOTA

ss.

COUNTY OF CASS

Taylor Herhold, The Forum of Fargo-Moorhead, being duly sworn, states as follows:

1. I am the designated agent of The Forum of Fargo-Moorhead, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspaper listed on the attached exhibit.
2. The newspaper listed on the exhibit published the advertisement of: *Legal Notice; (2) time: Wednesday March 8, 2023, Wednesday March 15, 2023*, as required by law or ordinance.
3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

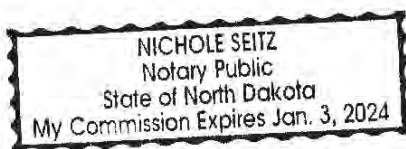
Dated this 15th day of March, 2023



Legal Clerk



Notary Public



CITY OF WEST FARGO,
NORTH DAKOTA
IMPROVEMENT DISTRICT
NO. 2271
CONCRETE PAVING, STREET
LIGHTING, STORM SEWER,
AND INCIDENTALS
(7TH AVENUE NW &
5TH STREET CT. NW)

ADVERTISEMENT FOR BIDS

City of West Fargo is requesting Bids for the construction of the project listed above.

Bids for the construction of the Project will be received and accepted via electronic bid (vBid) through QuestCDN until March 23, 2023 at 11:00 a.m. local time. Bids will be viewed and read via video/phone conference at 11:30 a.m. Mailed or hand delivered bids will not be opened or considered. Link for the video/phone conference is provided at www.mooreengineeringinc.com by clicking the Bid Information tab, or at www.questcdn.com.

The Project consists of constructing storm sewer, concrete streets with curb & gutter, street lights, and other miscellaneous installations.

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

Digital project bidding documents will be available at www.mooreengineeringinc.com by clicking the Bid Information tab, or at www.questcdn.com. You may download the complete set of digital documents for a nonrefundable fee of \$50.00 by locating eBidDoc™ Number 8396584 on the website. Contact QuestCDN Customer Support at 952-233-1632 or info@questcdn.com for assistance in membership registration, downloading digital project information, and vBid online bid submittal questions.

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

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

The City of West Fargo will not read or consider any bid that does not fully comply with the requirements above, or the requirements of N.D.C.C. § 48-01.2-05.

Owner: City of West Fargo

By: Tina Fisk

Title: City Administrator

Date: February 21, 2023

(March 8 & 15, 2023) 200996

**BID TABULATION**

Improvement District No. 2271

7th Avenue NW & 5th Street Ct. NW West Fargo, ND

West Fargo ND

Moore Project No. 22824

Bid Date: March 23, 20223

All Finish Concrete, Inc.

801 Christianson Drive W

West Fargo, ND 58078

Northern Improvement Company

PO Box 2846

Fargo, ND 58108

Opp Construction

PO Box 2871

Fargo, ND 58108

BID ITEM NO. & DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
BASE BID								
Storm Sewer Items								
1. 24200.0000 Storm Sewer - Remove	LF	101	\$29.00	\$2,929.00	\$21.00	\$2,121.00	\$22.00	\$2,222.00
2. 334213.1300 Storm Sewer - 15" RCP	LF	190	\$91.00	\$17,290.00	\$84.00	\$15,960.00	\$88.00	\$16,720.00
3. 334213.1300 Storm Sewer - 18" RCP	LF	209	\$100.00	\$20,900.00	\$94.00	\$19,646.00	\$98.00	\$20,482.00
4. 334213.1300 Storm Sewer - 21" RCP	LF	21	\$115.00	\$2,415.00	\$112.00	\$2,352.00	\$117.00	\$2,457.00
5. 334213.1300 Storm Sewer - 24" RCP	LF	8	\$125.00	\$1,000.00	\$127.00	\$1,016.00	\$133.00	\$1,064.00
6. 334213.1300 Storm Sewer - 15"	LF	47	\$80.00	\$3,760.00	\$56.00	\$2,632.00	\$58.50	\$2,749.50
7. 334213.1300 Storm Sewer - 21"	LF	212	\$88.00	\$18,656.00	\$74.00	\$15,688.00	\$77.00	\$16,324.00
8. 330130.1100 Televising - Storm Sewer Main	LF	687	\$5.00	\$3,435.00	\$4.75	\$3,263.25	\$5.00	\$3,435.00
9. 334213.1300 Edgedrain	LF	4,159	\$7.00	\$29,113.00	\$10.00	\$41,590.00	\$9.00	\$37,431.00
10. 334213.1300 Storm Sewer Manhole - 48"	EA	2	\$7,000.00	\$14,000.00	\$5,775.00	\$11,550.00	\$6,050.00	\$12,100.00
11. 334213.1300 Storm Sewer Catch Basin - 2' x 3'	EA	1	\$5,000.00	\$5,000.00	\$4,200.00	\$4,200.00	\$4,400.00	\$4,400.00
12. 334213.1300 Storm Sewer Catch Basin - 30"	EA	8	\$4,000.00	\$32,000.00	\$3,525.00	\$28,200.00	\$3,700.00	\$29,600.00
13. 334213.1300 Storm Sewer - Remove & Reset Inlet	EA	9	\$5,700.00	\$51,300.00	\$4,565.00	\$41,085.00	\$4,800.00	\$43,200.00
14. 330130.8600 Replace Manhole Casting	EA	15	\$1,600.00	\$24,000.00	\$1,400.00	\$21,000.00	\$1,470.00	\$22,050.00
15. 334213.1300 Modify Manhole	EA	4	\$2,000.00	\$8,000.00	\$2,520.00	\$10,080.00	\$2,640.00	\$10,560.00
16. 330130.8600 Adjust Manhole Casting	EA	1	\$1,000.00	\$1,000.00	\$960.00	\$960.00	\$1,200.00	\$1,200.00
Roadway Items								
17. 24200.0000 Removal of Concrete	SY	870	\$12.00	\$10,440.00	\$16.00	\$13,920.00	\$14.00	\$12,180.00
18. 24200.0000 Salvage and Relay Aggregate Surface Course	SY	7,064	\$14.00	\$98,896.00	\$10.50	\$74,172.00	\$5.35	\$37,792.40
19. 312316.0000 Common Excavation (P)	CY	859	\$9.00	\$7,731.00	\$9.50	\$8,160.50	\$13.40	\$11,510.60
20. 312316.0000 Common Excavation-Waste(P)	CY	750	\$15.00	\$11,250.00	\$13.50	\$10,125.00	\$17.25	\$12,937.50
21. 312316.0000 Common Excavation-Subcut	CY	250	\$12.00	\$3,000.00	\$10.00	\$2,500.00	\$30.75	\$7,687.50
22. 312316.0000 Subgrade Preparation	SY	3,490	\$6.00	\$20,940.00	\$5.00	\$17,450.00	\$6.05	\$21,114.50
23. 321313.0000 Concrete Pavement - 8" Non-Reinforced	SY	7,459	\$88.00	\$656,392.00	\$98.00	\$730,982.00	\$108.00	\$805,572.00
24. 321216.0000 Superpave FAA 43	TON	143	\$205.00	\$29,315.00	\$162.50	\$23,237.50	\$179.00	\$25,597.00
25. 321123.0000 Geosynthetic Material Type R1	SY	3,490	\$6.00	\$20,940.00	\$4.50	\$15,705.00	\$4.60	\$16,054.00





BID TABULATION

Improvement District No. 2271

7th Avenue NW & 5th Street Ct. NW West Fargo, ND

West Fargo ND

Moore Project No. 22824

Bid Date: March 23, 20223

All Finish Concrete, Inc.
801 Christianson Drive W
West Fargo, ND 58078

Northern Improvement Company
PO Box 2846
Fargo, ND 58108

Opp Construction
PO Box 2871
Fargo, ND 58108

BID ITEM NO. & DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
26. 321313.0000 Curb & Gutter	LF	4,297	\$30.00	\$128,910.00	\$33.00	\$141,801.00	\$29.00	\$124,613.00
27. 321623.0000 Driveway - 7" Concrete	SY	267	\$97.00	\$25,899.00	\$105.00	\$28,035.00	\$86.00	\$22,962.00
28. 101400.0000 Remove & Reset Sign	EA	3	\$290.00	\$870.00	\$145.00	\$435.00	\$150.00	\$450.00
29. 24200.0000 Reset Mailbox	EA	1	\$660.00	\$660.00	\$605.00	\$605.00	\$650.00	\$650.00
General Items								
30. 12000.0000 Mobilization	LSUM	1	\$86,000.00	\$86,000.00	\$140,000.00	\$140,000.00	\$74,125.00	\$74,125.00
31. 15000.0000 Traffic Control	LSUM	1	\$21,560.00	\$21,560.00	\$35,000.00	\$35,000.00	\$15,500.00	\$15,500.00
32. C-003 Fence Remove & Reset	LF	156	\$25.00	\$3,900.00	\$20.20	\$3,151.20	\$107.00	\$16,692.00
33. C-003 Gate Remove & Reset	EA	1	\$2,200.00	\$2,200.00	\$2,100.00	\$2,100.00	\$400.00	\$400.00
34. C-003 Temporary Fence	LF	418	\$11.00	\$4,598.00	\$10.00	\$4,180.00	\$19.60	\$8,192.80
35. 310513.0000 Topsoil	CY	1,731	\$10.00	\$17,310.00	\$10.00	\$17,310.00	\$21.65	\$37,476.15
36. 312500.0000 Cleaning	LSUM	1	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$3,000.00	\$3,000.00
37. 312500.0000 Storm Water Management	LSUM	1	\$5,000.00	\$5,000.00	\$3,300.00	\$3,300.00	\$1,825.00	\$1,825.00
38. 312500.0000 Silt Fence	LF	800	\$2.50	\$2,000.00	\$2.35	\$1,880.00	\$2.75	\$2,200.00
39. 312500.0000 Fiber Rolls	LF	255	\$3.00	\$765.00	\$2.65	\$675.75	\$5.00	\$1,275.00
40. 312500.0000 Stabilized Construction Access	EA	1	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$700.00	\$700.00
41. 312500.0000 Inlet Protection	EA	22	\$160.00	\$3,520.00	\$150.00	\$3,300.00	\$225.00	\$4,950.00
42. 329219.0000 Seeding - Sunny Mix	ACRE	3	\$1,850.00	\$5,328.00	\$1,735.00	\$4,996.80	\$3,300.00	\$9,504.00
43. 329219.0000 Hydraulic Mulch	ACRE	8	\$2,100.00	\$17,283.00	\$1,950.00	\$16,048.50	\$2,800.00	\$23,044.00
44. 329219.0000 Herbicide Weed Control	ACRE	6	\$275.00	\$1,584.00	\$265.00	\$1,526.40	\$725.00	\$4,176.00
45. 329219.0000 Mowing	EA	4	\$475.00	\$1,900.00	\$475.00	\$1,900.00	\$600.00	\$2,400.00
Electrical Items								
46. 26000.0000 6' Concrete Base	EA	14	\$675.00	\$9,450.00	\$665.00	\$9,310.00	\$700.00	\$9,800.00
47. 26000.0000 #6 USE Cu. Conductor	LF	7,650	\$2.50	\$19,125.00	\$2.30	\$17,595.00	\$2.45	\$18,742.50
48. 26000.0000 1-1/2" Innerduct	LF	2,600	\$6.00	\$15,600.00	\$5.90	\$15,340.00	\$6.20	\$16,120.00
49. 26000.0000 Type A Pole & Luminaire	EA	14	\$5,300.00	\$74,200.00	\$5,230.00	\$73,220.00	\$5,480.00	\$76,720.00
50. 26000.0000 New Feedpoint	EA	1	\$11,750.00	\$11,750.00	\$11,600.00	\$11,600.00	\$12,160.00	\$12,160.00
51. 26000.0000 #12 Tracer Wire	LF	2,550	\$1.00	\$2,550.00	\$0.65	\$1,657.50	\$0.70	\$1,785.00



**BID TABULATION**

Improvement District No. 2271

7th Avenue NW & 5th Street Ct. NW West Fargo, ND

West Fargo ND

Moore Project No. 22824

Bid Date: March 23, 20223

All Finish Concrete, Inc.
801 Christianson Drive W
West Fargo, ND 58078

Northern Improvement Company
PO Box 2846
Fargo, ND 58108

Opp Construction
PO Box 2871
Fargo, ND 58108

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
Alternate No. 1 - 5th Street Ct. NW Paving and Driveways										
52.	334213.1300	Storm Sewer - 15" CSP	LF	101	\$90.00	\$9,090.00	\$51.00	\$5,151.00	\$55.00	\$5,555.00
53.	334213.1300	Flared-End Section - 15" CSP	EA	3	\$1,120.00	\$3,360.00	\$505.00	\$1,515.00	\$530.00	\$1,590.00
54.	334213.1300	Edgedrain	LF	871	\$7.00	\$6,097.00	\$10.00	\$8,710.00	\$9.00	\$7,839.00
55.	24200.0000	Salvage and Relay Aggregate Surface Course	SY	3,005	\$14.00	\$42,070.00	\$10.50	\$31,552.50	\$5.35	\$16,076.75
56.	312316.0000	Subgrade Preparation	SY	155	\$6.00	\$930.00	\$5.00	\$775.00	\$6.50	\$1,007.50
57.	321313.0000	Concrete Pavement - 8" Non-Reinforced	SY	2,004	\$90.00	\$180,360.00	\$138.35	\$277,253.40	\$108.00	\$216,432.00
58.	321123.0000	Geosynthetic Material Type R1	SY	980	\$6.00	\$5,880.00	\$4.50	\$4,410.00	\$5.00	\$4,900.00
59.	321313.0000	Curb & Gutter	LF	871	\$30.00	\$26,130.00	\$40.00	\$34,840.00	\$29.00	\$25,259.00
60.	321623.0000	Driveway - 7" Concrete	SY	649	\$97.00	\$62,953.00	\$105.00	\$68,145.00	\$87.00	\$56,463.00
Total Base Bid						\$1,562,664.00		\$1,659,062.40		\$1,665,902.45
Total Alternate No. 1						\$336,870.00		\$432,351.90		\$335,122.25
TOTAL BASE BID + ALTERNATE NO. 1						\$1,899,534.00		\$2,091,414.30		\$2,001,024.70

**BID TABULATION**

Improvement District No. 2271

7th Avenue NW & 5th Street Ct. NW West Fargo, ND

West Fargo ND

Moore Project No. 22824

Bid Date: March 23, 20223

KPH, Inc.

9530 9th St S

Fargo, ND 58104

Dakota Underground Company

4001 15th Ave N

Fargo, ND 58102

BID ITEM NO. & DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
BASE BID						
Storm Sewer Items						
1. 24200.0000 Storm Sewer - Remove	LF	101	\$27.00	\$2,727.00	\$100.00	\$10,100.00
2. 334213.1300 Storm Sewer - 15" RCP	LF	190	\$88.00	\$16,720.00	\$94.00	\$17,860.00
3. 334213.1300 Storm Sewer - 18" RCP	LF	209	\$95.00	\$19,855.00	\$104.00	\$21,736.00
4. 334213.1300 Storm Sewer - 21" RCP	LF	21	\$108.00	\$2,268.00	\$160.00	\$3,360.00
5. 334213.1300 Storm Sewer - 24" RCP	LF	8	\$120.00	\$960.00	\$220.00	\$1,760.00
6. 334213.1300 Storm Sewer - 15"	LF	47	\$72.00	\$3,384.00	\$85.00	\$3,995.00
7. 334213.1300 Storm Sewer - 21"	LF	212	\$82.00	\$17,384.00	\$100.00	\$21,200.00
8. 330130.1100 Televising - Storm Sewer Main	LF	687	\$4.00	\$2,748.00	\$4.00	\$2,748.00
9. 334213.1300 Edgedrain	LF	4,159	\$6.00	\$24,954.00	\$10.00	\$41,590.00
10. 334213.1300 Storm Sewer Manhole - 48"	EA	2	\$6,500.00	\$13,000.00	\$6,800.00	\$13,600.00
11. 334213.1300 Storm Sewer Catch Basin - 2' x 3'	EA	1	\$4,500.00	\$4,500.00	\$4,900.00	\$4,900.00
12. 334213.1300 Storm Sewer Catch Basin - 30"	EA	8	\$3,800.00	\$30,400.00	\$4,000.00	\$32,000.00
13. 334213.1300 Storm Sewer - Remove & Reset Inlet	EA	9	\$5,250.00	\$47,250.00	\$3,800.00	\$34,200.00
14. 330130.8600 Replace Manhole Casting	EA	15	\$1,400.00	\$21,000.00	\$2,000.00	\$30,000.00
15. 334213.1300 Modify Manhole	EA	4	\$1,300.00	\$5,200.00	\$2,500.00	\$10,000.00
16. 330130.8600 Adjust Manhole Casting	EA	1	\$750.00	\$750.00	\$800.00	\$800.00
Roadway Items						
17. 24200.0000 Removal of Concrete	SY	870	\$11.00	\$9,570.00	\$30.00	\$26,100.00
18. 24200.0000 Salvage and Relay Aggregate Surface Course	SY	7,064	\$13.00	\$91,832.00	\$18.00	\$127,152.00
19. 312316.0000 Common Excavation (P)	CY	859	\$8.00	\$6,872.00	\$15.00	\$12,885.00
20. 312316.0000 Common Excavation-Waste(P)	CY	750	\$14.00	\$10,500.00	\$15.00	\$11,250.00
21. 312316.0000 Common Excavation-Subcut	CY	250	\$10.00	\$2,500.00	\$8.00	\$2,000.00
22. 312316.0000 Subgrade Preparation	SY	3,490	\$5.00	\$17,450.00	\$10.00	\$34,900.00
23. 321313.0000 Concrete Pavement - 8" Non-Reinforced	SY	7,459	\$110.00	\$820,490.00	\$118.00	\$880,162.00
24. 321216.0000 Superpave FAA 43	TON	143	\$200.00	\$28,600.00	\$215.00	\$30,745.00
25. 321123.0000 Geosynthetic Material Type R1	SY	3,490	\$5.00	\$17,450.00	\$8.00	\$27,920.00



**BID TABULATION**

Improvement District No. 2271

7th Avenue NW & 5th Street Ct. NW West Fargo, ND

West Fargo ND

Moore Project No. 22824

Bid Date: March 23, 20223

KPH, Inc.

9530 9th St S

Fargo, ND 58104

Dakota Underground Company

4001 15th Ave N

Fargo, ND 58102

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
26.	321313.0000	Curb & Gutter	LF	4,297	\$40.00	\$171,880.00	\$30.00	\$128,910.00
27.	321623.0000	Driveway - 7" Concrete	SY	267	\$130.00	\$34,710.00	\$94.00	\$25,098.00
28.	101400.0000	Remove & Reset Sign	EA	3	\$340.00	\$1,020.00	\$150.00	\$450.00
29.	24200.0000	Reset Mailbox	EA	1	\$460.00	\$460.00	\$650.00	
General Items								
30.	12000.0000	Mobilization	LSUM	1	\$100,000.00	\$100,000.00	\$223,500.00	\$223,500.00
31.	15000.0000	Traffic Control	LSUM	1	\$26,000.00	\$26,000.00	\$5,000.00	\$5,000.00
32.	C-003	Fence Remove & Reset	LF	156	\$25.00	\$3,900.00	\$107.00	\$16,692.00
33.	C-003	Gate Remove & Reset	EA	1	\$2,750.00	\$2,750.00	\$390.00	\$390.00
34.	C-003	Temporary Fence	LF	418	\$13.00	\$5,434.00	\$19.60	\$8,192.80
35.	310513.0000	Topsoil	CY	1,731	\$9.00	\$15,579.00	\$18.00	\$31,158.00
36.	312500.0000	Cleaning	LSUM	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
37.	312500.0000	Storm Water Management	LSUM	1	\$13,000.00	\$13,000.00	\$10,000.00	\$10,000.00
38.	312500.0000	Silt Fence	LF	800	\$4.00	\$3,200.00	\$2.50	\$2,000.00
39.	312500.0000	Fiber Rolls	LF	255	\$3.50	\$892.50	\$2.75	\$701.25
40.	312500.0000	Stabilized Construction Access	EA	1	\$5,750.00	\$5,750.00	\$0.01	\$0.01
41.	312500.0000	Inlet Protection	EA	22	\$160.00	\$3,520.00	\$250.00	\$5,500.00
42.	329219.0000	Seeding - Sunny Mix	ACRE	3	\$2,200.00	\$6,336.00	\$1,815.00	\$5,227.20
43.	329219.0000	Hydraulic Mulch	ACRE	8	\$2,450.00	\$20,163.50	\$2,035.00	\$16,748.05
44.	329219.0000	Herbicide Weed Control	ACRE	6	\$330.00	\$1,980.00	\$275.00	\$1,650.00
45.	329219.0000	Mowing	EA	4	\$600.00	\$2,400.00	\$500.00	\$2,000.00
Electrical Items								
46.	26000.0000	6' Concrete Base	EA	14	\$850.00	\$11,900.00	\$699.00	\$9,786.00
47.	26000.0000	#6 USE Cu. Conductor	LF	7,650	\$2.50	\$19,125.00	\$2.42	\$18,513.00
48.	26000.0000	1-1/2" Innerduct	LF	2,600	\$7.50	\$19,500.00	\$6.16	\$16,016.00
49.	26000.0000	Type A Pole & Luminaire	EA	14	\$6,650.00	\$93,100.00	\$5,478.00	\$76,692.00
50.	26000.0000	New Feedpoint	EA	1	\$12,500.00	\$12,500.00	\$12,161.00	\$12,161.00
51.	26000.0000	#12 Tracer Wire	LF	2,550	\$1.00	\$2,550.00	\$0.66	\$1,683.00



**BID TABULATION**

Improvement District No. 2271

7th Avenue NW & 5th Street Ct. NW West Fargo, ND

West Fargo ND

Moore Project No. 22824

Bid Date: March 23, 20223

KPH, Inc.

9530 9th St S

Fargo, ND 58104

Dakota Underground Company

4001 15th Ave N

Fargo, ND 58102

BID ITEM NO. & DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
<u>Alternate No. 1 - 5th Street Ct. NW Paving and Driveways</u>						
52. 334213.1300 Storm Sewer - 15" CSP	LF	101	\$80.00	\$8,080.00	\$88.00	\$8,888.00
53. 334213.1300 Flared-End Section - 15" CSP	EA	3	\$1,000.00	\$3,000.00	\$1,500.00	\$4,500.00
54. 334213.1300 Edgedrain	LF	871	\$6.00	\$5,226.00	\$10.00	\$8,710.00
55. 24200.0000 Salvage and Relay Aggregate Surface Course	SY	3,005	\$13.00	\$39,065.00	\$18.00	\$54,090.00
56. 312316.0000 Subgrade Preparation	SY	155	\$5.00	\$775.00	\$10.00	\$1,550.00
57. 321313.0000 Concrete Pavement - 8" Non-Reinforced	SY	2,004	\$110.00	\$220,440.00	\$144.00	\$288,576.00
58. 321123.0000 Geosynthetic Material Type R1	SY	980	\$5.00	\$4,900.00	\$10.00	\$9,800.00
59. 321313.0000 Curb & Gutter	LF	871	\$38.00	\$33,098.00	\$30.00	\$26,130.00
60. 321623.0000 Driveway - 7" Concrete	SY	649	\$115.00	\$74,635.00	\$94.00	\$61,006.00
Total Base Bid				\$1,805,934.80		\$2,030,965.31
Total Alternate No. 1				\$389,219.00		\$463,250.00
TOTAL BASE BID + ALTERNATE NO. 1				\$2,195,153.80		\$2,494,215.31



ENGINEERING DEPARTMENT

800 4 Ave E, Suite 1
West Fargo, ND 58078
701.433.5330
www.westfargond.gov

April 17, 2023

Board of City Commissioners
City of West Fargo
800 4th Avenue East
West Fargo, ND

Re: Improvement District No. 2271
7th Avenue NW & 5th Street Ct. NW

WHEREAS, bids were opened and filed for Improvement District No. 2271 for the City of West Fargo, North Dakota; and

WHEREAS, the engineer for the City of West Fargo, North Dakota is required to make a careful and detailed statement of the estimated cost of work (*pursuant to N.D.C.C. 40-22-29*);

NOW THEREFORE, I, Daniel R. Hanson, do hereby certify as follows:

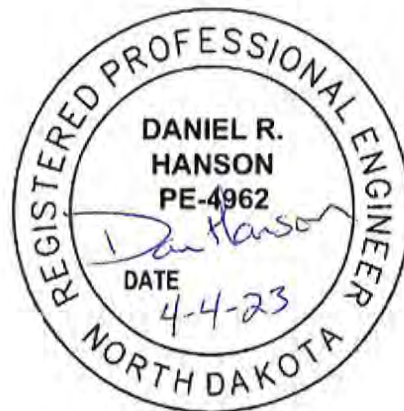
That I am the City Engineer for the City of West Fargo, North Dakota;

That the following (and/or attached hereto) is a detailed statement of the estimated cost for work described as Improvement District No. 2271 of the City of West Fargo, North Dakota.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 4TH day of April, 2023.

DANIEL R. HANSON
ND REG. NO. 4962


Engineer for the City of West Fargo
West Fargo, North Dakota





Improvement District No. 2271
7th Avenue NW & 5th Street Ct. NW West Fargo, ND
West Fargo ND
Moore Project No. 22824
ENGINEER'S STATEMENT OF ESTIMATED COST

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
BASE BID						
Storm Sewer Items						
1.	24200.00	Storm Sewer - Remove	LF	101	\$29.00	\$2,929.00
2.	334213.13	Storm Sewer - 15" RCP	LF	190	\$91.00	\$17,290.00
3.	334213.13	Storm Sewer - 18" RCP	LF	209	\$100.00	\$20,900.00
4.	334213.13	Storm Sewer - 21" RCP	LF	21	\$115.00	\$2,415.00
5.	334213.13	Storm Sewer - 24" RCP	LF	8	\$125.00	\$1,000.00
6.	334213.13	Storm Sewer - 15"	LF	47	\$80.00	\$3,760.00
7.	334213.13	Storm Sewer - 21"	LF	212	\$88.00	\$18,656.00
8.	330130.11	Televising - Storm Sewer Main	LF	687	\$5.00	\$3,435.00
9.	334213.13	Edgedrain	LF	4,159	\$7.00	\$29,113.00
10.	334213.13	Storm Sewer Manhole - 48"	EA	2	\$7,000.00	\$14,000.00
11.	334213.13	Storm Sewer Catch Basin - 2' x 3'	EA	1	\$5,000.00	\$5,000.00
12.	334213.13	Storm Sewer Catch Basin - 30"	EA	8	\$4,000.00	\$32,000.00
13.	334213.13	Storm Sewer - Remove & Reset Inlet	EA	9	\$5,700.00	\$51,300.00
14.	330130.86	Replace Manhole Casting	EA	15	\$1,600.00	\$24,000.00
15.	334213.13	Modify Manhole	EA	4	\$2,000.00	\$8,000.00
16.	330130.86	Adjust Manhole Casting	EA	1	\$1,000.00	\$1,000.00
Roadway Items						
17.	24200.00	Removal of Concrete	SY	870	\$12.00	\$10,440.00
18.	24200.00	Salvage and Relay Aggregate Surface Course	SY	7,064	\$14.00	\$98,896.00
19.	312316.00	Common Excavation (P)	CY	859	\$9.00	\$7,731.00
20.	312316.00	Common Excavation-Waste(P)	CY	750	\$15.00	\$11,250.00
21.	312316.00	Common Excavation-Subcut	CY	250	\$12.00	\$3,000.00
22.	312316.00	Subgrade Preparation	SY	3,490	\$6.00	\$20,940.00
23.	321313.00	Concrete Pavement - 8" Non-Reinforced	SY	7,459	\$88.00	\$656,392.00
24.	321216.00	Superpave FAA 43	TON	143	\$205.00	\$29,315.00
25.	321123.00	Geosynthetic Material Type R1	SY	3,490	\$6.00	\$20,940.00
26.	321313.00	Curb & Gutter	LF	4,297	\$30.00	\$128,910.00
27.	321623.00	Driveway - 7" Concrete	SY	267	\$97.00	\$25,899.00
28.	101400.00	Remove & Reset Sign	EA	3	\$290.00	\$870.00
29.	24200.00	Reset Mailbox	EA	1	\$660.00	\$660.00
General Items						
30.	12000.00	Mobilization	LSUM	1	\$86,000.00	\$86,000.00
31.	15000.00	Traffic Control	LSUM	1	\$21,560.00	\$21,560.00
32.	C-003	Fence Remove & Reset	LF	156	\$25.00	\$3,900.00
33.	C-003	Gate Remove & Reset	EA	1	\$2,200.00	\$2,200.00
34.	C-003	Temporary Fence	LF	418	\$11.00	\$4,598.00
35.	310513.00	Topsoil	CY	1,731	\$10.00	\$17,310.00
36.	312500.00	Cleaning	LSUM	1	\$5,000.00	\$5,000.00
37.	312500.00	Storm Water Management	LSUM	1	\$5,000.00	\$5,000.00
38.	312500.00	Silt Fence	LF	800	\$2.50	\$2,000.00
39.	312500.00	Fiber Rolls	LF	255	\$3.00	\$765.00



Improvement District No. 2271
7th Avenue NW & 5th Street Ct. NW West Fargo, ND
West Fargo ND
Moore Project No. 22824
ENGINEER'S STATEMENT OF ESTIMATED COST

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
40.	312500.00	Stabilized Construction Access	EA	1	\$2,000.00	\$2,000.00
41.	312500.00	Inlet Protection	EA	22	\$160.00	\$3,520.00
42.	329219.00	Seeding - Sunny Mix	ACRE	3	\$1,850.00	\$5,328.00
43.	329219.00	Hydraulic Mulch	ACRE	8	\$2,100.00	\$17,283.00
44.	329219.00	Herbicide Weed Control	ACRE	6	\$275.00	\$1,584.00
45.	329219.00	Mowing	EA	4	\$475.00	\$1,900.00
Electrical Items						
46.	26000.00	6' Concrete Base	EA	14	\$675.00	\$9,450.00
47.	26000.00	#6 USE Cu. Conductor	LF	7,650	\$2.50	\$19,125.00
48.	26000.00	1-1/2" Innerduct	LF	2,600	\$6.00	\$15,600.00
49.	26000.00	Type A Pole & Luminaire	EA	14	\$5,300.00	\$74,200.00
50.	26000.00	New Feedpoint	EA	1	\$11,750.00	\$11,750.00
51.	26000.00	#12 Tracer Wire	LF	2,550	\$1.00	\$2,550.00
Alternate No. 1 - 5th Street Ct. NW Paving and Driveways						
52.	334213.13	Storm Sewer - 15" CSP	LF	101	\$90.00	\$9,090.00
53.	334213.13	Flared-End Section - 15" CSP	EA	3	\$1,120.00	\$3,360.00
54.	334213.13	Edgedrain	LF	871	\$7.00	\$6,097.00
55.	24200.00	Salvage and Relay Aggregate Surface Course	SY	3,005	\$14.00	\$42,070.00
56.	312316.00	Subgrade Preparation	SY	155	\$6.00	\$930.00
57.	321313.00	Concrete Pavement - 8" Non-Reinforced	SY	2,004	\$90.00	\$180,360.00
58.	321123.00	Geosynthetic Material Type R1	SY	980	\$6.00	\$5,880.00
59.	321313.00	Curb & Gutter	LF	871	\$30.00	\$26,130.00
60.	321623.00	Driveway - 7" Concrete	SY	649	\$97.00	\$62,953.00
Construction Subtotal						\$1,899,534.00
Contingencies (10%)						\$189,953.45
Total Construction						\$2,089,487.45
Study & Report						\$25,000.00
Land Acquisition						\$150,000.00
Engineering						\$229,843.62
Additional Consulting Services						\$40,000.00
Legal & Administration						\$105,000.00
Bond Discount						\$85,000.00
TOTAL COST						\$2,724,331.07

DISTRICT NO. 2271
BENEFIT METHODOLOGY
IMPROVEMENT STATUS: BID RESULTS
DATE: 3/23/2022

Concrete Paving, Street Lighting, Storm Sewer; and Incidentals Improvement Dist. No. 2271
7th Avenue NW & 5th Street Court NW
West Fargo, North Dakota

Summary of Location for Improvements

- Local Storm Sewer Benefitting Area
 - Portions of The Yards 1st and 2nd Addition Plats (see Benefit Methodology Map)
- Regional Benefitting Area
 - Portions of the Improvement District Boundary

Assessment Methodology

- No Assessments
 - West Fargo 7th Addition – Lot 4, Block 1
 - The Yards 2nd Addition – Lot 1, Block 1
 - The Yards 2nd Addition – Lot 16, Block 1
 - Sheyenne River setback areas – Approximately 100' setback from the established riverbank as shown on Stockyards 1st Addition and The Yards 2nd Addition plats.
 - Drain No. 21 setback areas – Approximately 100' setback from the established drain property line as shown on Stockyards 1st Addition plat and per City policy for The Yards 2nd Addition plat.
- Local Storm Sewer Benefit
 - Storm Sewer – Square Footage
 - The proposed storm sewer will improve serviceability and increase the amount of retention for only the benefitting area as defined on the Benefit Methodology Map.
 - No Benefit
 - The Yards 2nd Addition – Block 1, Lot 2 (i.e. Wayne's Transport, Inc.) utilizes a private storm sewer system, thus, has been excluded from the storm sewer benefit area. No storm sewer assessments were allocated to The Yards 2nd Addition – Block 1, Lot 2.
 - Parcels within the Stockyards 1st Addition plat boundary will utilize a private storm sewer network separate from the existing 7th Avenue NW public infrastructure. No parcels within Stockyards 1st Addition are within the local storm sewer benefit area.
- Regional Benefit
 - Street – Square Footage
 - General Items – Square Footage
 - Street Lighting – Square Footage
 - Typically, these items are assessed on a front foot basis, however, due to the platting and parcels arrangement a square footage methodology was utilized to allocate the proposed specials assessments.
 - Per the Subdivision Development Agreement associated with the Stockyards 1st Addition plat, a private roadway will be established connecting 7th Avenue NW to 12th Avenue NW. This private roadway connection to 7th Avenue NW provides a local benefit to the associated parcels. Thus, a factor of 0.5 is applied to the total assessable square footage of all the Stockyards 1st Addition parcels.

IMPROVEMENT STATUS: BID RESULTS
DATE: 04/17/2023

IMPROVEMENT STATUS: BID RESULTS
DATE: 04/17/2023

WEST FARGO DIVERSION

9TH ST NW

DRAIN 21

7TH AVE NW

5TH STREET CT NW

11TH AVE NW

10TH AVE NW

9TH AVE NW

RIVERWOOD DR

ARMOUR ST NW

8TH AVE NW

TEST

12TH AVE NE



Legend

 Project Location

 Improvement District boundary

Benefiting Areas

 Regional Benefit

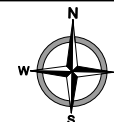
☐ Regional Benefit - 0.5 Factor

 Local Storm Sewer

 No Assessment

DRAFT

**BENEFIT METHODOLOGY MAP
IMPROVEMENT DISTRICT 2271 -7TH AVENUE NW & 5TH STREET CT. NW
BASE BID WITH ALTERNATE 1 (5TH STREET CT. NW IMPROVEMENTS)
WEST FARGO, NORTH DAKOTA**



0 275 550
Feet
1 in = 550 feet



**IMPROVEMENT DISTRICT NO. 2271
CONCRETE PAVING, STREET LIGHTING, STORM SEWER; AND INCIDENTALS
7TH AVENUE NW & 5TH STREET CT NW
WEST FARGO, ND**

PRELIMINARY FUNDING SUMMARY

PROJECT COST SUMMARY

Assessed	\$2,724,331.07
Other (e.g. Sales Tax, Cass Rural Water, etc.)	\$0.00
Total Project Cost	\$2,724,331.07

ASSESSED COST SUMMARY

Local Storm Sewer	\$363,349.99
Regional Street	\$2,360,981.08
Total Assessment	\$2,724,331.07

SPECIAL ASSESSMENT UNIT COSTS

Local Storm Sewer Cost per SF	\$0.53
Regional Street Cost per SF	\$0.76

Preliminary Special Assessment Allocations based on Engineer's Statement of Cost 4/17/2022												
Base Bid with Alternate 1 (5th Street Ct. NW Improvements)												
Improvement District No. 2271											3/23/2022	
Concrete Paving, Street Lighting, Storm Sewer; and Incidentals											Moore Proj: 22824	
7th Avenue NW & 5th Street Ct. NW												
Division	Block	Lot	GIS PIN	Lot Area	Area Factor	Developable/Assessable Area (Acres)	Factored Assessable Area (Acres)	Local Storm Sewer	Regional Street	Total Preliminary Assessment (Engineer's Statement of Cost 3/23/2023)	Total Preliminary Assessment (Engineer's Report 11/7/2022)	Notes:
Maul's 2nd Addition	1	1	02087000010000	7.43	0.00	7.43	0.00	\$0.00	\$0.00	\$0.00	\$0.00	No assessments allocated due to no direct benefit.
Stockyards 1st Addition	1	1	02385000010000	60.12	0.50	58.02	29.01	\$0.00	\$954,559.93	\$954,559.93	\$1,334,211.35	0.5 factor applied for assessment allocations per Benefit Methodology; Shyenne River setback area removed; no local storm benefit.
Stockyards 1st Addition	1	2	02385000020000	16.14	0.50	11.19	5.60	\$0.00	\$184,100.75	\$184,100.75	\$257,322.04	0.5 factor applied for assessment allocations per Benefit Methodology; Shyenne River setback area removed; no local storm benefit.
Stockyards 1st Addition	1	3	02385000030000	4.38	0.50	3.97	1.99	\$0.00	\$65,315.46	\$65,315.46	\$91,292.99	0.5 factor applied for assessment allocations per Benefit Methodology; Shyenne River setback area removed; no local storm benefit.
The Yards 1st Addition	1	8	02380000085000	2.03	1.00	1.06	1.06	\$24,380.95	\$34,780.07	\$59,161.02	\$65,388.06	Shyenne River setback area removed.
The Yards 1st Addition	1	9	02380000095000	1.18	1.00	0.39	0.39	\$8,995.81	\$12,832.76	\$21,828.57	\$24,126.15	Shyenne River setback area removed.
West Fargo 7th Addition	1	4	02650600040000	8.19	0.00	8.19	0.00	\$0.00	\$0.00	\$0.00	\$0.00	No assessment; Drain No. 21 lot.
The Yards 2nd Addition	1	1	02380100010000	3.19	0.00	3.19	0.00	\$0.00	\$0.00	\$0.00	\$0.00	No assessment; Drain No. 21 lot.
The Yards 2nd Addition	1	2	02380100025000	19.41	1.00	19.41	19.41	\$0.00	\$638,676.60	\$638,676.60	\$892,693.63	Lot 2 combined with Lot 3 per parcel data; Drain No. 21 setback area removed; no local storm benefit.
The Yards 2nd Addition	1	16	02380100160000	0.05	0.00	0.05	0.00	\$0.00	\$0.00	\$0.00	\$0.00	No assessment; City lot.
The Yards 2nd Addition	1	4	02380100040000	1.08	1.00	1.08	1.08	\$24,911.47	\$35,536.87	\$60,448.35	\$66,810.88	
The Yards 2nd Addition	1	5	02380100050000	0.80	1.00	0.80	0.80	\$18,452.94	\$26,323.61	\$44,776.55	\$49,489.54	
The Yards 2nd Addition	1	6	02380100060000	0.80	1.00	0.80	0.80	\$18,452.94	\$26,323.61	\$44,776.55	\$49,489.54	
The Yards 2nd Addition	1	7	02380100070000	0.80	1.00	0.80	0.80	\$18,452.94	\$26,323.61	\$44,776.55	\$49,489.54	
The Yards 2nd Addition	1	8	02380100080000	2.42	1.00	2.42	2.42	\$55,820.15	\$79,628.92	\$135,449.08	\$149,705.86	
The Yards 2nd Addition	1	9	02380100095000	4.33	1.00	3.28	3.28	\$75,657.07	\$107,926.80	\$183,583.87	\$202,907.12	Lot 9 and Lot 10 combined per parcel data; Shyenne River setback area removed.
The Yards 2nd Addition	1	11	02380100110000	1.17	1.00	0.81	0.81	\$18,568.27	\$26,488.13	\$45,056.41	\$49,798.85	Shyenne River setback area removed.
The Yards 2nd Addition	1	12	02380100120000	1.20	1.00	0.89	0.89	\$20,413.57	\$29,120.49	\$49,534.06	\$54,747.80	Shyenne River setback area removed.
The Yards 2nd Addition	1	13	02380100130000	1.28	1.00	0.92	0.92	\$21,324.68	\$30,420.22	\$51,744.91	\$57,191.35	Shyenne River setback area removed.
The Yards 2nd Addition	1	14	02380100140000	3.84	1.00	2.51	2.51	\$57,919.18	\$82,623.23	\$140,542.41	\$155,335.30	Shyenne River setback area removed.
				140.44		127.20	71.75	\$363,349.99	\$2,360,981.08	\$2,724,331.07	\$3,550,000.00	

Funding Summary	
Assessed	\$2,724,331.07
Other (e.g. Sales Tax, Cass Rural Water, etc.)	\$0.00
Total Project Cost	\$2,724,331.07
Based on Assessment Total	
Local Storm Sewer	\$363,349.99
Regional Street	\$2,360,981.08
Total Assessment	\$2,724,331.07

Local Storm Sewer Cost per SF	\$0.53
Regional Street Cost per SF	\$0.76



NOTICE OF AWARD

Date of Issuance:

Owner: City of West Fargo

Owner's Contract No.: 2271

Engineer: Moore Engineering, Inc.

Engineer's Project No.: 22824

Project: Concrete Paving, Street Lighting, Storm
Sewer; and Incidentals

Contract Name: Improvement District No. 2271

Bidder:

Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated <Insert Bid Date> for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: <describe Work, alternates, or sections of Work awarded>.

The Contract Price of the awarded Contract is: \$<awarded amount>

2 unexecuted counterparts of the Agreement accompany this Notice of Award, and two copies of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ 3 sets of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 10 days of the date of receipt of this Notice of Award:

1. Deliver to Owner 2 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner: City of West Fargo

Authorized Signature

By: Bernie L. Dardis

Title: President of the Board of City Commissioners

Copy: Engineer

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION ACCEPTING BID, SHOWING
RECEIPT OF ENGINEER'S STATEMENT OF ESTIMATED COST
AND DIRECTING EXECUTION OF CONTRACT

WHEREAS, bids have heretofore been received for the making of certain improvements in Improvement District No. 2271 – New Concrete Pavement, Street Lighting, Storm Sewer; and Incidentals of the City of West Fargo, North Dakota; and

WHEREAS, said bids were opened and made public and are on file in the office of the City Auditor of the City of West Fargo; and

WHEREAS, the Engineer for the City of West Fargo has made and filed a careful and detailed statement of the estimated cost of said work; and

WHEREAS, it is necessary to accept the bid for the work to be completed;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

That the fact is and that the minutes show that the bid of All Finish Concrete, in the amount of \$1,899,534.00, is the lowest bid received and that said company is the lowest responsible bidder; that said bid was accompanied by a bidder's bond in the sum of \$500.00, a certified or cashier's check in the amount of \$50.00 and copy of the contractor's license or certificate of renewal thereof and in conformity with the provisions of Chapter 40-29 of the North Dakota Century Code.

That the Engineer for the City of West Fargo, has made and filed with the Board of City Commissioners of the City of West Fargo a careful and detailed statement of the estimated cost of said work in said improvement district;

That the contract for the construction of said improvement for which advertisement for bids is made, be and the same is hereby awarded to the said All Finish Concrete, in the amount of \$1,899,534.00, and that the President of the Board of City Commissioners and the City Auditor are hereby authorized and directed to enter into a contract with the said contractor for the making of the improvements for which advertisement for bids was heretofore made and for which they were the low bidder.

Dated: April 17, 2023

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. Upon roll call vote being taken thereon, the following commissioners voted in favor thereof: _____.

The following commissioners were absent and not voting: _____. The following commissioners voted nay: _____. The majority having voted aye, the motion was carried and the resolution was duly adopted.

"



"Consent" or "Regular" Agenda
Item?
[Regular]

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: April 17, 2023

Subject: 23rd Ave S and Bluestem Drive E – Intersection Modifications and Traffic Signal Improvement

Action: Create Project No. 2273, Direct and Approve Engineer's Report; and Direct Engineer to prepare both a Task Order for Basic Services and Plans and Specifications.

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

Roben Anderson

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

Vacant

Assistant City Administrator

Dustin T. Scott

New Information and Recommendation:

Due to the development of Costco and commercial development to the south along Bluestem Drive, the intersection of 23rd Avenue E and Bluestem Drive is in need of signalization. This project will modify the geometrics of the intersection to correct a current negative turn situation for the left turning movements for east/west bound traffic as well as signalization of the intersection to provide safe flow of traffic entering 23rd Avenue E from the Costco parking lot and Bluestem Drive.

The following documents are attached for review/consideration:

- Engineer's Report
- Improvement Exhibit
- Associated Resolutions

Staff Recommendation: Create Project No. 2273, Direct and Approve Engineer's Report; and Direct Engineer to prepare both a Task Order for Basic Services and Plans and Specifications.

Policy Analysis:

This project will improve the traffic flow of 23rd Avenue E and provide safer conditions for traffic to enter 23rd Avenue E from Costco and Bluestem Drive.

Financial Analysis:

These improvements are included in the 2022 CIP project that had an estimated budget of \$1,500,000. The estimated cost of the project is \$996,000 according to the consultants estimate. There is currently \$512,112.71 of funds remaining in TIF funds that can be allocated to paying for the cost of these improvements. Because of this, it is proposed that the costs of the project not covered by the Costco TIF funds will be paid with Capital Improvement Sales Tax and no special assessments are anticipated with this project.

With the lag time in acquiring signal poles and controls it is expected that the majority of the costs associated with this project will likely be paid in 2024.

Previously Presented Information and Commission Actions:

None



Dan Hanson, City Engineer
Jerry Wallace, Asst. City Engineer
Andrew Wrucke, Asst. City Engineer
Kayla Volness, Office Manager

Engineering Department
800 4th Ave E, West Fargo, ND
(701) 515-5100
westfargond.gov/Engineer

Engineer's Report

(Pursuant to N.D.C.C. 40-22-10)

Project No. 2273

23rd Ave E and Bluestem Drive E – Intersection Modifications and Traffic Signal Improvements

General Nature (Scope)

Due to the development of Costco and commercial development to the south along Bluestem Drive, the intersection of 23rd Avenue E and Bluestem Drive is in need of signalization. This project will modify the geometrics of the intersection to correct a current negative turn situation for the left turning movements for east/west bound traffic as well as signalization of the intersection to provide safe flow of traffic entering 23rd Avenue E from the Costco parking lot and Bluestem Drive.

Purpose

To improve traffic flow and intersection geometry at the 23rd Avenue E and Bluestem Drive intersection.

Feasibility

Given the geometric constraints of the intersection, a traffic signal has been recommended as the best infrastructure treatment. With the \$512,000 from the Costco TIF funds available to use towards the project costs, staff considers this to be a high priority due to the poor level of service at this intersection.

This project was part of a project included in the 2022 CIP that included the proposed traffic signal and a roundabout at the 23rd Ave E/6th Street E intersection. The signal portion of this project is being presented at this time due to the low level of service that exists at the 23rd/Bluestem Dr intersection and the availability of the Costco TIF funds.

Estimate of Probable Cost

Construction		\$876,150
Bid Proposal Items	\$796,500	
Contingency (~10%)	\$79,650	
Consultant (Design/Construction)		\$119,850
Legal		\$
Administration		\$
Land Acquisition		\$
Utility Relocation		\$
Bonding/Interest		\$
Total Estimated Cost		\$996,000

Source of Funds

Costco TIF Funds		\$512,000
City Funds		\$484,000
Capital Impr. Sales Tax	\$484,000	
Water/Sewer Revenue	\$	
Water/Sewer Bond	\$	
Total		\$996,000

Supporting Documents (available upon request)

- A. C.I.P. Project Summary
- B. Itemized Estimate of Probable Cost
- C. Consultant's report
- D. Maps, Drawings, Etc.
- E. Photos

The proposed improvements are cost effective and will adhere to city policies as well as applicable state and/or federal regulations.


Signing Engineer, P.E.
ND Registration No. 4962



Figure 6: Bluestem Drive Intersection Signalized -FYA Operations
January 2023



H:\WFAIRGO_CD_ND\07412862710_23rd Ave East Conceptual Layouts\0 Concept Design\Bluestem Signalized Int. Neutral Lefts.dwg 1/12/2023 4:43:18 PM

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION CREATING PROJECT NO. 2273 – NEW TRAFFIC CONTROL
SYSTEM, STREET RECONSTRUCTION; AND INCIDENTALS OF THE CITY OF
WEST FARGO, NORTH DAKOTA

WHEREAS, Daniel Hanson, a Registered Professional Engineer, is the Engineer for the City of West Fargo, and the Board of City Commissioners has consulted with him relating to the establishment, size and form and other matters with regard to Project No. 2273 - New Traffic Control System, Street Reconstruction; and Incidentals of the City of West Fargo; and

WHEREAS, it is deemed necessary to establish a New Traffic Control System, Street Reconstruction; and Incidentals Project within the City of West Fargo;

NOW THEREFORE, be it resolved as follows:

That there is hereby created Project No. 2273 – New Traffic Control System, Street Reconstruction; and Incidentals of the City of West Fargo, North Dakota.

Dated: April 17, 2023

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

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

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION DIRECTING ENGINEER TO PREPARE REPORT

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, deeming it necessary to make certain improvements consisting of a four way traffic signal system, connections into existing fiber, roadway networks and surface reconstruction to configure crosswalks and turn lane geometry necessary to service the intersection in connection with the above specified improvements, be constructed and made in Project No. 2273 – New Traffic Control System, Street Reconstruction; and Incidentals of the City of West Fargo, the City hereby directs Daniel Hanson, the Engineer for the City of West Fargo and being a competent engineer, to prepare a report as to the general nature, purpose and feasibility of the proposed project and an estimate of the probable cost of the work.

Dated: April 17, 2023

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

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

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING ENGINEER'S REPORT

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, North Dakota, that the report of the Engineer for the City of West Fargo as to the general nature, purpose and feasibility along with an estimate of the probable cost of the work has been filed with this Board and that the same is hereby approved for Improvement District No. 2273 –New Traffic Control System, Street Reconstruction; and Incidentals

Dated: April 17, 2023

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. Upon roll call vote being taken thereon, the following commissioners voted in favor thereof: _____. The following commissioners were absent and not voting: _____. The following commissioners voted nay: _____. The majority having voted aye, the motion was carried and the resolution was duly adopted.

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION DIRECTING ENGINEER
TO PREPARE PLANS AND SPECIFICATIONS

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, deeming it necessary to make certain improvements consisting of a four-way traffic signal system, connections into existing fiber, roadway networks and surface reconstruction to configure crosswalks and turn lane geometry necessary, and any other miscellaneous installations be constructed and made in Project No. 2273 – New Traffic Control System, Street Reconstruction; and Incidentals of the City of West Fargo, the City hereby directs Dan Hanson, the Engineer for the City of West Fargo and being a competent engineer, to prepare plans and specifications for such work.

Dated: April 17, 2023

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. Upon roll call vote being taken thereon, the following commissioners voted in favor thereof: _____. The following commissioners were absent and not voting: _____. The following commissioners voted nay: _____. The majority having voted aye, the motion was carried and the resolution was duly adopted.