

Meeting Items

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
- D. Approve Order of Agenda
- E. Approval of Minutes -- November 6, 2023
- F. Building Permits

Consent Agenda - Approve the Following:

- a. Bills
- b. City owned Right-of-Way within City Limits of West Fargo
 - Authorize staff to initiate a season shutdown for all non-emergent permitting and utility work in the coming weeks (weather dependent).
- c. Project No. 9036 – I-94 and 26th St W
 - Approve Right-of-Way purchase agreement with Ocho Indy, LLC
- d. Games of Chance for Freedom PTA. Games to be conducted: Raffle at Freedom Elementary School at 401 26th Ave E, West Fargo, ND
- e. Games of Chance for Friends of Leroy Turner. Games to be conducted: Raffle and Poker at 825 E Beaton Dr, West Fargo, ND
- f. Games of Chance for Red River Regional Marksmanship Center. Games to be conducted: Raffle at 640 16th St E, West Fargo, ND

Regular Agenda

- 1. Public Comment
- 2. Revision to City of West Fargo Employee Handbook -- Sarah Gasevic, Human Resources Manager
- 3. District No. 2276 – Roundabout at 9th St W and 52nd Ave W – Dan Hanson, City Engineer
 - Conduct the Resolution of Necessity Public Hearing; Approve Resolution of Insufficient Protests and Task Order for “Basic Services”; and Direct Engineer to prepare Plans and Specifications
- 4. District No. 2280 – Roundabout at 23rd Ave E and 6th St E – Dan Hanson, City Engineer
 - Conduct the Resolution of Necessity Public Hearing; Approve Resolution of Insufficient Protests and Task Order for “Basic Services”; and Direct Engineer to prepare Plans and Specifications
- 5. District No. 2261 – 2024 Mill and Overlay (Various Neighborhoods) – Dan Hanson, City Engineer
 - Approve Amended Engineer’s Report and Amended Resolution Declaring Work Necessary

6. *Closed executive session pursuant to NDCC §§ 44-04-19.1(9) and 44-04-19.2, for attorney consultation with NDRIF litigation counsel regarding the matter of Fisk v. City of West Fargo*
7. City Administrator's Report -- Dustin Scott, City Administrator
8. Correspondence
9. Non-Agenda Items
10. Adjourn

Meeting Items

A. Call to Order

The City of West Fargo Commission meeting was called to order at 5:30 PM on Monday, November 6, 2023.

B. Pledge of Allegiance

The Pledge of Allegiance was recited.

C. Roll Call

Roll Call was taken as follows: Commissioner Mandy George – present; Commissioner Mark Simmons– present; Commission President Bernie Dardis – present; Commissioner Brad Olson – present; Commissioner Roben Anderson – present; all Commissioners were present.

D. Approve Order of Agenda

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

E. Approval of Minutes -- October 16, 2023

Commissioner Anderson moved and Commissioner Olson seconded to approve the minutes of October 16, 2023. Commissioners George, Dardis, Anderson, Olson, and Simmons voted aye. No Commissioners present voted nay, the motion was declared.

F. Building Permits

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

Consent Agenda - Approve the Following:

a. Bills

b. District No. 1345 – Sandhill's 6th Addition

- **Accept and Approve Amended Resolution Declaring Work Necessary**

c. Traffic Signal Equipment Donation to City of Mandan, ND

- **Authorize Commission President to sign Donation Agreement**

d. Traffic Signal Equipment Donation to NDDOT Grand Forks District

- **Authorize Commission President to sign Donation Agreement**

e. MetroCOG Grant Applications

- **Authorize Grant Applications**

- f. **City Owned Right-of-Way within City Limits of West Fargo**
 - **Authorize staff to initiate a soft season shutdown for all non-emergent hard surface work within the City owned Right-of-Way**
- g. **Permanent Access Easement with Christopher and Kari Wehri and Viking Properties LLC**
- h. **Final Plat Approval - Kost 5th Addition, a retracement plat of Lots 6-8, Block 1 of Kost 1st Addition, City of West Fargo, North Dakota**
- i. **Request for Release of Restrictive Covenant #435953**
- j. **Resolution in Support of the Adjusted Fargo-Moorhead Urbanized Area Boundary for NDDOT and FHWA**
- k. **Games of Chance for Packer Backers (West Fargo Post Prom/Post Grad). Games to be**
- l. **conducted: Raffle Drawing on 11/17/2023, 2/9/2024, and 3/15/2024 at Silver Dollar at 221 Sheynne Street, West Fargo, ND**
- m. **Gaming Site Authorization for Prairie Public Broadcasting. Games to be conducted: Raffles, Pull Tab Jar, Seal Board, Prize Board, Twenty-One, and Poker from November 23 - November 27, 2023. at DoubleTree at 825 Beaton Drive, West Fargo, ND**
- n. **Games of Chance for United Way of Cass Clay. Games to be conducted: Raffle on November 16, 2023 at United Sugar Producers & Refiners at 2060 Sheyenne St, West Fargo, ND**
- o. **Gaming Site Authorization for West Fargo Baseball, Inc. Games to be conducted: Bingo, Raffles, Pull Tab Jar, Pull Tab Dispensing Device, Electronic Pull Tab Device, Prize Board, Sports Pool, Twenty-One, Paddlewheel with Tickets, and Paddlewheel Table at The Local 701 at 1405 Prairie Parkway, West Fargo, ND**

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

Regular Agenda

1. Public Comment

There was no one present to speak during the Public Comment portion of the meeting.

2. Property owner request to build within a public storm sewer easement at 445 7th St NW

• Conditionally approve or deny property owner request

Commissioner Simmons moved and Commissioner Anderson seconded to approve Property owner request to build within a public storm sewer easement at 445 7th St NW Conditionally approve or deny property owner request. Commissioners George, Dardis, Anderson, and Simmons voted aye. Commissioner Olson voted nay, the motion was declared on a 4:1 vote.

3. Request to Expend Asset Forfeiture Funds -- Peter Nielsen, Chief of Police

• Approve Expenditure of \$51,374.00 in Asset Forfeiture Funds

Commissioner Simmons moved and Commissioner Olson seconded to approve the request to Expend Asset Forfeiture Funds; approve Expenditure of \$51,374.00 in Asset Forfeiture Funds. Commissioners George, Dardis, Anderson, Olson, and Simmons voted aye. No Commissioners present voted nay, the motion was declared.

4. Fuel Station RFP for City Vehicles -- Matt Andvik, Public Works Director

- **Approve Publishing an RFP for a City Fuel Station**

Commissioner Olson moved and Commissioner George seconded to approve the Fuel Station RFP for City Vehicles; approve Publishing an RFP for a City Fuel Station.

Commissioners George, Dardis, Olson, and Simmons voted aye. Commissioner Anderson voted nay, the motion was declared carried on a 4:1 vote.

5. Replacement purchase of sewer inspection camera -- Matt Andvik, Public Works Director

- **Approve the ordering of a replacement sewer inspection camera for 2024 budget in 2023 calendar year**

Commissioner Simmons moved and Commissioner Olson seconded to approve the replacement purchase of sewer inspection camera; approve the ordering of a replacement sewer inspection camera for 2024 budget in 2023 calendar year.

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

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

a. Holidays and Closures

i. **City Offices will be closed on Friday, November 10, 2023 in observance of Veterans Day, Saturday, November 11, 2023**

ii. **City Offices will be closed on Thursday, November 23, 2023 and Friday, November 24, 2023 for Thanksgiving**

iii. **The first City Commission in January falls on January 1, 2024, City Offices will be closed that day; discussion of moving the meeting date**

Commissioner Olson moved and Commissioner Simmons seconded to approve moving the January City Commission meetings to January 8th and January 22nd.

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

7. Correspondence

8. Non-Agenda Items

9. Adjourn

Commissioner Simmons moved and Commissioner Olson seconded to adjourn.

Commissioners George, Dardis, Anderson, Olson, and Simmons voted aye. No Commissioners present voted nay, the motion was declared at 6:01 PM

**WEST FARGO CITY COMMISSION MEETING
BUILDING DEPARTMENT ACTIVITY REPORT
11/20/2023**

	AS OF 11/16/2023			YEAR TO DATE		
	# PERMITS	# UNITS	VALUATION	# PERMITS	# UNITS	VALUATION
<u>BUILDING NEW</u>						
COMMERCIAL				9		\$ 7,206,000.00
RESIDENTIAL DWELLING	5	5	\$ 1,882,730.00	153	153	\$ 48,843,535.00
RESIDENTIAL TWINHOME						
RESIDENTIAL TOWNHOME						
RESIDENTIAL MULTIPLE						
PUBLIC						
CHURCH						
ACCESSORY	7		\$ 44,800.00	181		\$ 3,805,264.00
FOUNDATION ONLY	1		\$ 503,000.00	3		\$ 520,000.00
<u>BUILDING REMODEL</u>						
COMMERCIAL	1		\$ 152,000.00	31		\$ 11,993,200.00
RESIDENTIAL	7		\$ 204,240.00	120		\$ 2,971,589.00
PUBLIC				6		\$ 3,450,452.00
CHURCH						
ACCESSORY						
<u>BUILDING OTHER</u>						
DEMOLITION				10		\$ 494,400.00
MOVE				3		\$ 72,000.00
PERMIT CANCELLATION						
TOTALS	21	5	\$ 2,786,770.00	516	153	\$ 79,356,440.00

WEST FARGO CITY COMMISSION MEETING

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Building Department Report - Summary

NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR	DATE
231075	Dabbert Custom Homes, LLC	5493 Lori Ln W	Dabbert Custom Homes	\$ 420,900.00	Residential Dwelling	11/2/23
231102	Lavelle-Nygaard LLC	744 10 1/2 Ave W	Rolf & Susan Purdy	\$ 4,500.00	Remodel - Residential - Install egress window	11/3/23
231099	Jordahl Custom Homes, Inc.	1118 60 Ave W	Westport Investments LLC	\$ 2,800.00	Accessory - Deck	11/3/23
231098	Jordahl Custom Homes, Inc.	5808 Ellis Dr W	Jordahl Custom Homes, Inc	\$ 4,000.00	Accessory - Deck	11/3/23
231097	Jordahl Custom Homes, Inc.	1192 Marlys Dr W	Westport Investments LLC	\$ 2,500.00	Accessory - Deck	11/3/23
231074	Plecity Kowalski Construction, Inc.	1306 Marlys Dr W	Westport Investments LLC	\$ 300,000.00	Residential Dwelling	11/3/23
231116	Groundworks Minnesota, LLC	504 Prescott Pl	David & Traci Ketterling	\$ 1,039.00	Remodel - Residential - Install 22' basement gutter	11/6/23
231113	Groundworks Minnesota, LLC	925 2 St E	Kaytlyn Thorson	\$ 6,752.00	Remodel - Residential - Install 55' basement gutter	11/6/23
231112	Groundworks Minnesota, LLC	117 3 Ave W	Allison Swenson	\$ 29,856.00	Remodel - Residential - Foundation Repair	11/6/23
231089	Dabbert Custom Homes, LLC	5489 Lori Ln W	Dabbert Custom Homes	\$ 409,900.00	Residential Dwelling	11/6/23
231080	SquareShed	944 51 Ave W	Brandon & Crystal Knutson	\$ 6,000.00	Accessory - Shed	11/6/23
231038	Spire Custom Homes	5879 Ellis Dr W	Westport Investments LLC	\$ 375,000.00	Residential Dwelling	11/6/23
231066	Spire Custom Homes	1103 Wildflower Pl W	Westport Investments LLC	\$ 376,930.00	Residential Dwelling	11/7/23
231118	PTB, Inc.	726 North Sedona Dr	David & Karen Volk	\$ 68,554.00	Remodel - Residential - Residing	11/8/23
231121	Cornerstone Remodeling	3930 2 St E	Leaf & Lakshmi Plested	\$ 45,539.00	Remodel - Residential - Add bedroom and bathroom in basement	11/9/23
231092	Rick Halvorson Construction, Inc.	852 Lakeridge Pl	Douglas & Jean Clemens	\$ 48,000.00	Remodel - Residential - Partially Finish Basement	11/9/23
231017	K&L Construction of Moorhead, Minnesota, Inc.	445 7 St NW	Agassiz Seeds Associates LLC	\$ 503,000.00	Foundation Only - Two Warehouse Additions	11/9/23
231138	Premium Decks, Inc.	3137 6 St E	Alan & Stephanie Roerich	\$ 15,000.00	Accessory - Deck	11/14/23
231130	Premium Decks, Inc.	2115 12 St W	Nathan & Nicole Stokka	\$ 9,000.00	Accessory - Deck	11/14/23
231085	Thomas & Diann Kiefer	911 50 Ave W	Thomas & Diann Kiefer	\$ 5,500.00	Accessory - Deck	11/15/23

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CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 11/03/23 to 11/17/23

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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
114058	109713S	808 A & L LANDSCAPING	630.00						
	11/06/23	COMMISSION MEETING							
1	2096	09/20/23 CH SPRINKER WINTERIZE	630.00			1000	455000	420	101000
		Total for Vendor:	630.00						
113973	109714S	2954 A-OX WELDING SUPPLY CO INC	97.30						
	11/6/23	Commission Meeting							
1	1332054	10/09/23 CUTTING TIPS	60.32			1000	430000	433	101000
2	1331136	10/03/23 WELPER MIG GUN PLIERS	36.98			1000	455000	432	101000
		Total for Vendor:	97.30						
114036	109715S	4550 ABC LOCK & KEY INC	310.00						
	11/06/23	COMMISSION MEETING							
1	E2302	10/17/23 DOOR LOCK REPAIR PW	310.00			6020	450000	420	101000
114290		4550 ABC LOCK & KEY INC	1,175.00						
	11/20/23	COMMISSION MEETING							
1	E2314	11/13/23 LOCK REPLACE/REPAIR	1,175.00			6020	450000	420	101000
		Total for Vendor:	1,485.00						
114040	109718S	289 ACME TOOLS	2,445.76						
	11/06/23	COMMISSION MEETING							
1	11864799	10/13/23 MILWAKEE BATTERIES	706.72			6020	450000	432	101000
2	11864862	10/13/23 IMPELLER	135.50			6020	450000	432	101000
3	11882274	10/18/23 SPOTLIGHT	129.99			6025	450000	432	101000
4	11907417	10/24/23 TRANSFER PUMP	458.00			6020	450000	432	101000
5	11865288	10/13/23 CREDIT	-13.80			6020	450000	432	101000
6	11891273	10/20/23 CHISELS	261.87			6025	450000	432	101000
7	20135677	09/26/23 WRENCHES/BATTERY	217.05			6025	450000	432	101000
8	20158344	10/02/23 CLAMP METER/INFLATOR	516.08			6025	450000	432	101000
9	20217079	10/17/23 EDGER BLADE	27.99			1000	430001	358	101000
10	11939128	10/31/23 FINANCE CHARGE	6.36			6025	450000	432	101000

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
114107	109718S	289 ACME TOOLS	3,039.79								
1	11803364	09/27/23 Hobart Multi-Handler Welder	1,459.99			2060		415200	641		101000
2	11929661	10/30/23 Hoodlight,hacksaw,spector	540.97			2060		415200	641		101000
3	11931327	10/30/23 punch,chisel set,tap &die dr	1,038.83			2060		415200	641		101000
114259		289 ACME TOOLS	116.79								
	11/20/23	COMMISSION MEETING									
1	11974604	10/19/23 BIT SHARPENING	26.70			1000		455000	427		101000
2	11952932	11/03/23 FLANGE NUT	4.60			6025		450000	432		101000
3	11952782	11/03/23 SOCKET/CUTTING TOOL	85.49			6025		450000	432		101000
114371		289 ACME TOOLS	911.25								
	11/20/23	Commission Meeting									
1	11962861	11/07/23 5419 FILTER/ELEMENT	329.34			1000		430001	427		101000
2	11906283	10/24/23 285 FILTER/ELEMENT KIT	581.91			6020		450000	427		101000
		Total for Vendor:	6,513.59								
114194		3179 ADVANCED ENGINEERING &	32,594.15								
	11/20/23	Commission Meeting									
1	90303	10/10/23 FINANCIAL SERVICES	12,738.92			1000		414100	428		101000
2	90160	10/10/23 I&C SYSTEM SERVICES	1,821.75			6020		450000	430		101000
3	90240	10/10/23 I&C SYSTEM SERVICES	60.00			6025		450000	497		101000
4	90768	11/07/23 FINANCIAL SERVICES	2,580.50			1000		414100	428		101000
5	90929	11/07/23 I&C SYSTEM SERVICES	135.00			6025		450000	497		101000
6	90795	11/07/23 I&C SYSTEM SERVICES	15,257.98			6025		450000	430		101000
		Total for Vendor:	32,594.15								
114280		3869 ALISHA REIS	8.75								
1	11/07/23	MILEAGE	8.75			7000		411600	340		101000
		Total for Vendor:	8.75								
114216		2947 ALLSTATE PETERBILT OF FARGO	62.93								
	11/20/23	Commission Meeting									
1	4004393465	11/09/23 2006 DOT STRIPS	39.00			6020		450000	427		101000
2	4004392674	11/06/23 4101 SIGHT GLASS/ORING	23.93			6010		450200	427		101000
		Total for Vendor:	62.93								

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114273		4103 ALTERATIONS BY L	58.00								
1	8065	10/20/23 Sew Braiding K Miller Honor Gu	58.00			2060		415200	422		101000
		Total for Vendor:	58.00								
114037	109721S	865 AMERICAN ENTERPRISES, INC.	7,000.00								
11/06/23		COMMISSION MEETING									
1	2154	10/20/23 COMPACTOR RENTAL	7,000.00			4387		480000	678		101000
		Total for Vendor:	7,000.00								
114213		317 AMERICAN WELDING & GAS, INC.	34.20								
11/20/23		Commission Meeting									
1	9633104	10/02/23 ACCULOCK MDX	34.20			1000		455000	432		101000
114365		317 AMERICAN WELDING & GAS, INC.	62.99								
11/20/23		Commission Meeting									
1	09588251	09/18/23 NIC L WELD ELECTRODE	62.99			6020		450000	433		101000
		Total for Vendor:	97.19								
114029	109724S	22 ASPLIN EXCAVATING	2,458.62								
11/06/23		COMMISSION MEETING									
1	233918	10/09/23 CLASS 5	2,458.62			6020		450000	394		101000
		Total for Vendor:	2,458.62								
114012	109725S	2931 AUTO VALUE PARTS STORES	296.48								
11/06/23		COMMISSION MEETING									
1	99237448	10/31/23 FILTERS	6.52			1000		421000	427		101000
2	99234546	10/17/23 FILTERS	3.26			1000		430000	427		101000
3	99237452	10/31/23 FILTERS	3.26			6025		450000	427		101000
4	99235978	10/24/23 FILTERS	6.52			1000		415000	427		101000
5	99237451	10/31/23 FILTERS	95.00			1000		430000	427		101000
6	99236270	10/25/23 3100 FUEL FILTER	62.92			1000		430000	427		101000
7	99237178	10/30/23 SPOOL CABLE	119.00			6020		450000	610		101000

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114341		2931 AUTO VALUE PARTS STORES	612.74						
	11/20/23	Commission Meeting							
1	99238887	11/07/23 FILTERS	3.26			1000 415000	427		101000
2	99240256	11/14/23 FILTERS	99.76			1000 430000	427		101000
3	99238883	11/07/23 HD AIR CONSTRUCTION	7.95			6010 450200	427		101000
4	99238879	11/07/23 FILTERS	3.26			1000 421000	427		101000
5	99238881	11/07/23 FILTERS	121.69			6010 450200	427		101000
6	99240274	11/14/23 FILTERS	172.52			6020 450000	427		101000
7	99240259	11/14/23 FILTERS	104.30			1000 430000	427		101000
8	99240249	11/14/23 FILTERS	9.78			1000 421000	427		101000
9	99240335	11/14/23 INDUSTRIAL HYDRAULIC	86.96			6020 450000	427		101000
10	99240251	11/14/23 FILTERS	3.26			6020 450000	427		101000
114360		2931 AUTO VALUE PARTS STORES	4.02						
	11/20/23	Commission Meeting							
1	99240565	11/15/23 HD OIL FARM	4.02			6025 450000	427		101000
		Total for Vendor:	913.24						
114212		331 B&F FASTENER SUPPLY (NORTHERN	903.78						
	11/20/23	Commission Meeting							
1	95129598	11/03/23 HARDWARE	903.78			1000 430000	381		101000
114348		331 B&F FASTENER SUPPLY (NORTHERN	1,340.61						
	11/20/23	Commission Meeting							
1	95129598-1	11/07/23 SNOW PLOW BOLTS	1,340.61			1000 430000	381		101000
		Total for Vendor:	2,244.39						
114060	109728S	1069 BAKER GARDEN & GIFT	279.98						
	11/06/23	COMMISSION MEETING							
1	868163	10/20/23 HONEYLOCUST TREE	139.99			2210 428000	446		101000
2	868748	10/25/23 LILAC TREE	139.99			2210 428000	446		101000
		Total for Vendor:	279.98						

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114150		5169 BAKER TILLY US, LLP	2,695.00						
1	BT2559612	10/10/23 Acceptance of Offer	2,695.00			1000 414000	399		101000
		Total for Vendor:	2,695.00						
114114	109730S	3149 BEE SEEN GEAR	316.00						
1	61848	10/31/23 patches on caps,D Sapp	194.00			2060 415200	422		101000
2	62009	10/31/23 cover names on polos	122.00			2060 415200	422		101000
		Total for Vendor:	316.00						
114226		3273 BERNIE DARDIS	22.95						
		Mayor challenge - Sandy's donuts							
1	11/14/23	Mayor challenge	22.95			1000 415000	413		101000
114227		3273 BERNIE DARDIS	53.28						
		Mayors discussion on Flood Diversion							
1	11/14/23	Flood Diversion Discussion	53.28			1000 415000	413		101000
		Total for Vendor:	76.23						
114208		36 BERT'S TRUCK EQUIPMENT	578.59						
		11/20/23 Commission Meeting							
1	98921	11/06/23 7027 HARDWARE	578.59			6025 450000	427		101000
114355		36 BERT'S TRUCK EQUIPMENT	134,618.00						
		11/20/23 Commission Meeting							
1	99889	10/26/23 2023 MACK PLOW TRUCK	134,618.00			1000 430000	610		101000
		Total for Vendor:	135,196.59						
114142	-99438E	3552 BLUE CROSS BLUE	282,367.42						
		November 2023 Premium - Med/Dental/Vision							
1	2310201817	10/20/23 Nov 2023 Premium	282,367.42			1000 212539			101000
		Total for Vendor:	282,367.42						
114204		3077 BLUE360 MEDIA LLC	82.95						
1	2309203927	10/27/23 ND Criminal Traffic Law Ma	82.95			1000 412000	410		101000
		Total for Vendor:	82.95						

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113983	109733S	26 BORDER STATES INDUSTRIES INC	4,878.63						
	11/6/23	Commission Meeting							
1	927300464	11/01/23 ELEC SUPPLIES	4,878.63			1000 430002	527		101000
		Total for Vendor:	4,878.63						
114279		3512 BOUND TREE MEDICAL, LLC	1,270.65						
1	85139928	10/30/23 Medical Supplies	319.89			2060 415200	500		101000
2	85143217	11/01/23 Medical Supplies	723.39			2060 415200	500		101000
3	85145809	11/03/23 Medical Supplies	166.74			2060 415200	500		101000
4	85149163	11/07/23 Medical Supplies	60.63			2060 415200	500		101000
		Total for Vendor:	1,270.65						
114023	109737S	652 BRENCO CORPORATION	38.00						
	11/06/23	COMMISSION MEETING							
1	0137606	10/20/23 7035 RM 110	38.00			6025 450000	427		101000
114095	109737S	652 BRENCO CORPORATION	351.84						
1	0138163	10/31/23 New HQ wash brushes,squeegee	351.84			2060 415200	420		101000
		Total for Vendor:	389.84						
114241		3892 BURGGRAF'S ACE FARGO WEST #17458	43.93						
	11/20/23	COMMISSION MEETING							
1	2858	11/07/23 NIPPLES	43.93			1000 430002	527		101000
114323		3892 BURGGRAF'S ACE FARGO WEST #17458	34.55						
1	2875	11/14/23 New HQ Electrical	16.07			4795 480000	670		101000
2	2814	10/26/23 L-75 Misc supplies	18.48			2060 415200	500		101000
		Total for Vendor:	78.48						
114047	109739S	4826 BURNS & MCDONNELL ENGINEERING	23,750.66						
	11/06/23	COMMISSION MEETING							
1	153301-4	10/30/23 SANITATION STUDY	23,750.66			6010 450200	418		101000
		Total for Vendor:	23,750.66						

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114093	109740S	351 BUSINESS ESSENTIALS	156.00								
	11/06/23	COMMISSION MEETING									
1	0E630447	10/30/23 STREET ROUTE BOOKS	156.00			1000		430000	410		101000
114096	109740S	351 BUSINESS ESSENTIALS	684.86								
1	1266371-1	10/19/23 Proximity Badge Holders	59.98			2060		415200	420		101000
2	1266371-1	10/19/23 New HQ Desk Mats	599.88			4795		480000	670		101000
3	630276-1	10/26/23 Business Cards	25.00			2060		415200	410		101000
114143		351 BUSINESS ESSENTIALS	150.07								
1	W012680991	11/02/23 Office Supplies - Court	150.07			1000		412000	410		101000
114172		351 BUSINESS ESSENTIALS	371.07								
1	w012673311	11/02/23 storage boxes/wipes	185.83			1000		421000	410		101000
2	w012689621	11/07/23 copy paper	185.24			1000		421000	410		101000
114180		351 BUSINESS ESSENTIALS	44.31								
1	W012694961	11/09/23 Office Supplies - Court	44.31			1000		412000	410		101000
114247		351 BUSINESS ESSENTIALS	133.45								
	11/20/23	COMMISSION MEETING									
1	1266060	10/19/23 OFFICE SUPPLIES	133.45			1000		430000	410		101000
114274		351 BUSINESS ESSENTIALS	85.57								
	11/20/23	COMMISSION MEETING									
1	1269468	11/09/23 OFFICE SUPPLIES	85.57			1000		430000	410		101000
114364		351 BUSINESS ESSENTIALS	204.33								
	11/20/23	Commission Meeting									
1	1270036	11/14/23 2024 CALENDARS	204.33			6020		450000	410		101000
114401		351 BUSINESS ESSENTIALS	306.50								
1	oe4309801	11/16/23 fun foam putty for proj #12	306.50			1000		421000	375	12	101000
Total for Vendor:			2,136.16								

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113975	109742S	39 BUTLER MACHINERY	2,392.91						
	11/6/23	Commission Meeting							
1	PS0626272	10/31/23 BIT	262.69			1000 430000	427		101000
2	PS0624962	10/11/23 4008 PLATE/PADS	2,130.22			6010 450200	427		101000
113994	109742S	39 BUTLER MACHINERY	465.92						
	11/6/23	Commission Meeting							
1	PS0625847	10/24/23 RENTAL GRADER SEAL KITS	922.50			1000 430000	427		101000
2	CS0060175	10/28/23 BIT END RET	-456.58			1000 430000	427		101000
114350		39 BUTLER MACHINERY	2,354.98						
	11/20/23	Commission Meeting							
1	PS0626575	11/03/23 3000 PINION/PARTS	1,108.96			1000 430000	427		101000
2	W00263342	11/04/23 3000 CIRCLE DRIVE REP	1,246.02			1000 430000	427		101000
		Total for Vendor:	5,213.81						
114297		4508 CARE RESOURCE CONNECTION	3,000.00						
1	2530	11/07/23 November 1-November 30 contrac	3,000.00			2060 415200	307		101000
		Total for Vendor:	3,000.00						
114242		51 CASS COUNTY ELECTRIC COOP	43,141.40						
	11/20/23	COMMISSION MEETING							
1	11/09/23	STREET LIGHT FEED POINTS	20,485.00			1000 430002	391		101000
2	11/09/23	LIGHTS PARKING RAMP	1,010.70			2310 452120	527		101000
3	11/09/23	LIGHTS STAGE & COURTYARD	1,430.61			2310 452120	527		101000
4	11/09/23	SHEYENNE ST METER	496.09			1000 430002	391		101000
5	11/09/23	LIFT STATIONS	19,719.00			6025 450000	351		101000
114300		51 CASS COUNTY ELECTRIC COOP	1,340.97						
1	1090222	11/01/23 FD Utilities October 2023	1,340.97			2060 415200	527		101000
114338		51 CASS COUNTY ELECTRIC COOP	270.20						
1	428342	Nov 11/06/23 Airport 9/30/23-10/31/23	270.20			7050 500000	420		101000
		Total for Vendor:	44,752.57						

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114010	109743S	1355 CASS COUNTY GOVERNMENT	425.00						
1	005551	10/24/23 sept 2023 jail housing	425.00			1000 421000	398		101000
		Total for Vendor:	425.00						
114283		5053 CASSANDRA KLOS	32.48						
1	11/02/23	MILEAGE	32.48			7000 411600	340		101000
		Total for Vendor:	32.48						
114198		3976 CBE LLC	5,970.47						
1	9012230929	09/30/23 Sheyenne Grates South Side	2,200.00			1000 521000	416		101000
2	9012230930	09/30/23 Sheyenne Grates South Side	3,770.47			1000 521000	416		101000
		Total for Vendor:	5,970.47						
114046	109745S	4108 CED	124.88						
	11/06/23	COMMISSION MEETING							
1	3481039506	10/31/23 HEAT SHRINK	124.88			1000 430002	527		101000
114277		4108 CED	6,720.00						
	11/20/23	COMMISSION MEETING							
1	3481039227	11/08/23 LED BULBS	6,720.00			1000 430002	527		101000
114363		4108 CED	143.08						
	11/20/23	Commission Meeting							
1	3481040595	11/15/23 RGD CPLG	143.08			1000 430002	527		101000
		Total for Vendor:	6,987.96						
114317		1777 CENTURY LINK	430.56						
1	10/01/23	oct 2023 police sirens	215.28			1000 421000	356		101000
2	11/01/23	nov 2023 police sirens	215.28			1000 421000	356		101000
		Total for Vendor:	430.56						
114025	109747S	3216 CINTAS	80.99						
	11/06/23	COMMISSION MEETING							
1	4170891775	10/16/23 SHOP TOWELS	80.99			1000 455000	433		101000

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114084	109747S	3216 CINTAS	80.99						
	11/06/23	COMMISSION MEETING							
1	4172312885	10/30/23 SHOP TOWELS	80.99			1000 455000	433		101000
114217		3216 CINTAS	95.77						
	11/20/23	Commission Meeting							
1	4173680705	11/13/23 SHOP TOWELS	95.77			1000 455000	433		101000
Total for Vendor:			257.75						
113988	109748S	111 CITY OF FARGO	367.77						
1	448832	10/30/23 tyler tech additional maintena	367.77			1000 421000	497		101000
113990	109748S	111 CITY OF FARGO	87,376.40						
	11/6/23	Commission Meeting							
1	448168	10/11/23 LANDFILL FEES	29,314.31			6010 450200	355		101000
2	448499	10/18/23 LANDFILL FEES	29,415.43			6010 450200	355		101000
3	448780	10/25/23 LANDFILL FEES	28,646.66			6010 450200	355		101000
114028	109748S	111 CITY OF FARGO	1,144.00						
	11/06/23	COMMISSION MEETING							
1	447848	10/04/23 TACK OIL	1,144.00			1000 430000	722		101000
114195		111 CITY OF FARGO	60,106.25						
	11/20/23	Commission Meeting							
1	449406	11/01/23 LANDFILL FEES	30,693.65			6010 450200	355		101000
2	450536	11/08/23 LANDFILL FEES	29,412.60			6010 450200	355		101000
114233		111 CITY OF FARGO	31,714.97						
1	450537	11/08/23 Para Rides Rt 20 & 24 - Oct 23	31,714.97			1000 415000	376		101000
114264		111 CITY OF FARGO	560.00						
	11/20/23	COMMISSION MEETING							
1	449407	11/01/23 WATER TESTING	560.00			6020 450000	335		101000
Total for Vendor:			181,269.39						

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114289		2880 CITY OF FARGO	570,885.25						
	11/20/23	COMMISSION MEETING							
1	11/06/23	1 32ND AVE S	121,107.00			6020 450000	345		101000
2	11/06/23	1 GSR	51,308.05			6020 450000	345		101000
3	11/06/23	2220 57TH ST N	242,262.00			6025 450000	347		101000
4	11/06/23	1 MAIN AVE	156,187.15			6020 450000	345		101000
5	11/06/23	5635 14TH AVE N	21.05			6020 450000	345		101000
		Total for Vendor:	570,885.25						
114393		3167 City of West Fargo	525.81						
1	18187 11/07/23	FD New HQ-Rolloff	525.81			4795 480000	670		101000
		Total for Vendor:	525.81						
114004	109751S	1904 CODE 4 SERVICES, INC	4,588.98						
1	8855 10/24/23	#1201 installs	1,033.14			1000 421000	610		101000
2	8897 10/25/23	bwc components installs	3,555.84			1000 421000	610		101000
		Total for Vendor:	4,588.98						
114032	109752S	2482 CODY BEILKE	842.82						
1	11/03/23	rental car reimb	86.42			1000 421000	340		101000
2	11/03/23	air reimb	756.40			1000 421000	340		101000
		Total for Vendor:	842.82						
114039	109753S	133 COLE PAPERS	467.57						
	11/06/23	COMMISSION MEETING							
1	10354741 10/12/23	PW PAPER SUPPLIES	467.57			6020 450000	500		101000
114271		133 COLE PAPERS	140.24						
	11/20/23	COMMISSION MEETING							
1	10360863 11/26/23	CH PAPER PRODUCTS	140.24			1000 455000	420		101000
		Total for Vendor:	607.81						
114307		229 CONSOLIDATED COMMUNICATIONS	142.72						
1	53810 11/01/23	New HQ billing	142.72			4795 480000	670		101000
		Total for Vendor:	142.72						

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114051	109754S	3245 CORE & MAIN	11,620.71								
	11/06/23	COMMISSION MEETING									
1	T716490	10/06/23 NEENAH RING/SEWER RINGS	2,200.71			6025		450000	437		101000
2	T835022	10/25/23 METERS	9,420.00			6020		450000	429		101000
114065	109754S	3245 CORE & MAIN	420.92								
	11/06/23	COMMISSION MEETING									
1	T861901	10/31/23 SEWER PIPE	420.92			4796		480000	670		101000
114182		3245 CORE & MAIN	504.72								
1	T861973	10/31/23 Project 1316.2	504.72			4065		480000	670		101000
114240		3245 CORE & MAIN	379.20								
	11/20/23	COMMISSION MEETING									
1	T915695	11/08/23 GASKETS	379.20			6020		450000	429		101000
114263		3245 CORE & MAIN	674.66								
	11/20/23	COMMISSION MEETING									
1	T903674	11/07/23 WAT BREAK CPLUG HALF	674.66			6020		450000	438		101000
		Total for Vendor:	13,600.21								
114359		47 CORWIN CHRYSLER	397.00								
	11/20/23	Commission Meeting									
1	146800	11/15/23 2005 MIRROR	397.00			6020		450000	427		101000
		Total for Vendor:	397.00								
114313		2403 CRAIG DANIELSON	371.98								
1	11/16/23	clothing reimb	371.98			1000		421000	422		101000
		Total for Vendor:	371.98								
114034	109756S	60 CROSSCOUNTRY FREIGHT SOLUTIONS	132.92								
	11/06/23	COMMISSION MEETING									
1	1267759	10/09/23 WATER TESTING SHIPPING	132.92			6025		450000	360		101000
		Total for Vendor:	132.92								

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114115	109758S	3500 CUMMINS SALES AND SERVICE	534.00						
1	94471	10/24/23 L-75 check engine light-thrott	534.00			2060 415200	420		101000
		Total for Vendor:	534.00						
114308		65 CURT'S LOCK & KEY	45.97						
1	274041	11/13/23 Pushbutton wall mount lockbox	45.97			2060 415200	420		101000
		Total for Vendor:	45.97						
114073	109761S	1675 DAKOTA FLUID POWER, INC	1,773.27						
		11/06/23 COMMISSION MEETING							
1	7132009	10/19/23 HARDWARE	12.22			6010 450200	427		101000
2	7131208	10/17/23 5102 FIELD SERVICE - COMP AIR	799.64			1000 455000	427		101000
3	7133414	10/24/23 HARDWARE	76.56			6020 450000	427		101000
4	7132009	10/19/23 HARDWARE	12.22			1000 430000	427		101000
5	7133533	10/24/23 HARDWARE	-23.84			6025 450000	427		101000
6	7133547	10/24/23 7027 HARDWARE	32.34			6025 450000	427		101000
7	7133412	10/24/23 7027 GUAGE/FILTER/HEAD ASSY	378.93			6025 450000	427		101000
8	7112134	08/25/23 3071 GATES HOSE ASSY	481.86			1000 430000	427		101000
9	7112912	08/28/23 394 HARDWARE	3.34			1000 430000	427		101000
114301		1675 DAKOTA FLUID POWER, INC	528.66						
		11/20/23 COMMISSION MEETING							
1	7138629	11/08/23 359 GATES HOSE ASSY	411.84			1000 430000	427		101000
2	7135731	11/06/23 7027 NPT VALVE	74.66			6025 450000	427		101000
3	7137532	11/06/23 HARDWARE	42.16			6010 450200	427		101000
114370		1675 DAKOTA FLUID POWER, INC	94.23						
		11/20/23 Commission Meeting							
1	7136659	11/02/23 HARDWARE	94.23			1000 430000	427		101000
		Total for Vendor:	2,396.16						
114067	109762S	79 DAKOTA HOSE & EQUIP	1,115.44						
		11/06/23 COMMISSION MEETING							
1	3190217	10/31/23 LIFT CLEANING HOSE	1,115.44			6025 450000	825		101000

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114249		79 DAKOTA HOSE & EQUIP	18.88								
	11/20/23	COMMISSION MEETING									
1	3190373	11/02/23 3 IN DISCHARGE	18.88			6025		450000	825		101000
		Total for Vendor:	1,134.32								
113999	109763S	624 DAKOTA SUPPLY GROUP	296.59								
1	103171758	10/17/23 blue beacon project	143.08			1000		421000	641		101000
2	103171872	10/20/23 blue beacon project	134.32			1000		421000	641		101000
3	103171872	10/17/23 blue beacon project	19.19			1000		421000	641		101000
114062	109763S	624 DAKOTA SUPPLY GROUP	58.95								
	11/06/23	COMMISSION MEETING									
1	103212592	10/31/23 ELEC SUPPLIES	39.06			1000		430002	527		101000
2	103219473	11/01/23 ELECT SUPPLIES	19.89			1000		455000	420		101000
114250		624 DAKOTA SUPPLY GROUP	104.99								
	11/20/23	COMMISSION MEETING									
1	3214857-02	11/02/23 XFMR CNTRL 500VA RET	-775.55			6025		450000	825		101000
2	3214857-03	11/02/23 XFMR CNTRL 500VA	647.37			6025		450000	825		101000
3	3213147-01	10/31/23 XFMR CNTRL 500VA RET	-637.38			6025		450000	825		101000
4	3214857-01	11/01/23 XFMR CNTRL 500VA	775.55			6025		450000	825		101000
5	103231558	11/07/23 FIXT BULL BRKT	95.00			4796		480000	670		101000
		Total for Vendor:	460.53								
114098	109764S	87 DAKOTA TIRE	1,363.92								
1	936525	10/30/23 Training P-up new tires	1,363.92			2060		415200	420		101000
		Total for Vendor:	1,363.92								
114311		4768 Darin Underhill	188.13								
1		new hire 11/01/23 Reimburse for boots and sock	188.13			2060		415200	422		101000
		Total for Vendor:	188.13								
114007	109767S	856 DAVE'S WEST FARGO TIRE	548.58								
1	122383	10/30/23 #158 mount tire	49.68			1000		421000	427		101000
2	122273	10/27/23 #1189 repair to tire rim	498.90			1000		421000	427		101000

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114173		856 DAVE'S WEST FARGO TIRE	422.92						
1	122585	11/08/23 #158 tire install	215.78			1000 421000	427		101000
2	122614	11/09/23 #1172 tire install	207.14			1000 421000	427		101000
		Total for Vendor:	971.50						
114192		2948 DELTA 54 AVIATION LLC	3,600.00						
1	November	11/14/23 Airport Management Fees	3,600.00			7050 500000	307		101000
		Total for Vendor:	3,600.00						
114002	109770S	2070 DORA ROLL	144.00						
1	09/15/23	reimb for grooming fee	144.00			1000 421000	915		101000
		Total for Vendor:	144.00						
114256		5149 DORTHY JUNG	1,000.00						
1	11/15/23	Child Care Grant	1,000.00			2960 411900	416		101000
		Total for Vendor:	1,000.00						
114292		2225 DTN, LLC	465.00						
11/20/23		COMMISSION MEETING							
1	6381762	11/03/23 WEATHER BILLING	465.00			1000 450000	497		101000
		Total for Vendor:	465.00						
114104	109773S	2100 EAGLE RUN CROSSING LLC	560.16						
11/06/23		COMMISSION MEETING							
1	2070	10/24/23 4502 RENTAL DIESEL	321.17			1000 430000	424		101000
2	9967	09/20/23 5402 DIESEL	25.81			1000 430001	424		101000
3	4361	09/20/23 3401 PREMIUM	19.66			1000 430000	424		101000
4	4376	09/05/23 32ND AVE WATER PUMP	13.77			6025 450000	424		101000
5	541	09/08/23 PRESSURE WASHER FUEL	14.15			6025 450000	424		101000
6	6437	10/09/23 RENTAL DIESEL	165.60			1000 430000	424		101000
114378		2100 EAGLE RUN CROSSING LLC	259.14						
11/20/23		Commission Meeting							
1	5233	11/02/23 5400 DIESEL	48.75			1000 430001	424		101000
2	1192	10/10/23 SA DIESEL	210.39			6010 450200	424		101000
		Total for Vendor:	819.30						

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114312		4049 EAPC ARCHITECTS ENGINEERS	27,999.95						
1	55507 10/09/23	September 01-September 30 2023	19,384.58			4795 480000	670		101000
2	55759 11/07/23	October 01-October 31 2023	8,615.37			4795 480000	670		101000
		Total for Vendor:	27,999.95						
114148		1502 EIDE BAILLY LLP	150.00						
1	EI01565913 09/30/23	IT Background Check	150.00			1000 414104	399		101000
114149		1502 EIDE BAILLY LLP	250.00						
1	EI01585030 10/31/23	PW Background Check	100.00			1000 455000	399		101000
2	EI01585030 10/31/23	Library Background Check	110.00			7000 411600	399		101000
3	EI01585030 10/31/23	PD Credit Checks	40.00			1000 421000	399		101000
114179		1502 EIDE BAILLY LLP	850.00						
1	EI01554376 08/31/23	Fleet & Facilities Backgro	100.00			1000 455000	399		101000
2	EI01554376 08/31/23	Library Background Check	200.00			1000 411600	399		101000
3	EI01554376 08/31/23	PW Background Check	130.00			1000 450000	399		101000
4	EI01554376 08/31/23	Sanitation Background Chec	160.00			1000 450200	399		101000
5	EI01554376 08/31/23	Finance Background Check	220.00			1000 414100	399		101000
6	EI01554376 08/31/23	PD Credit Checks	40.00			1000 421000	399		101000
		Total for Vendor:	1,250.00						
113979	109775S	545 ELECTRIC PUMP LLC	8,215.07						
	11/6/23	Commission Meeting							
1	76895 10/20/23	HAYDEN HEIGHTS PUMP REPLACE	5,051.07			6025 450000	825		101000
2	76746 09/29/23	FLYGT REPAIRS	3,164.00			6025 450000	825		101000
		Total for Vendor:	8,215.07						
114315		3410 ENGRAPHIX	40.65						
1	a3843 11/08/23	cadets plaque	40.65			1000 421000	375		101000
		Total for Vendor:	40.65						
114357		3722 ENVIROTECH	13,338.36						
	11/20/23	Commission Meeting							
1	202401626 11/08/23	AMP	13,338.36			1000 430000	377		101000
		Total for Vendor:	13,338.36						

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114314		2862 ESSENTIA HEALTH	958.00						
1	11.2023	11/14/23 new officers preplacement	679.00			1000 421000	387		101000
800012110	11.2023								
2	11.2023	11/14/23 annual physical	279.00			1000 421000	996		101000
		Total for Vendor:	958.00						
114397		963 EXCAVATING, INC.	29,050.00						
1	4193	11/15/23 510 1st Ave NW Demo	29,050.00			4903 415000	418		101000
		Total for Vendor:	29,050.00						
114343		1851 F/S MANUFACTURING INC	35.46						
	11/20/23	Commission Meeting							
1	153132	10/19/23 ADAPTERS/HOSE SHANK	35.46			1000 430000	433		101000
		Total for Vendor:	35.46						
114024	109777S	3344 FACTORY MOTOR PARTS	149.83						
	11/06/23	COMMISSION MEETING							
1	371186334	10/19/23 1196 BLOWER MOTOR	58.13			1000 421000	427		101000
2	371185868	10/17/23 8014 TENSIONER	91.70			1000 415000	427		101000
114080	109777S	3344 FACTORY MOTOR PARTS	279.96						
	11/06/23	COMMISSION MEETING							
1	371187049	10/25/23 1195 TOW PADS	153.03			1000 421000	427		101000
2	371187891	10/31/23 1172 ACTUATOR	126.93			1000 421000	427		101000
		Total for Vendor:	429.79						
114394		5189 FAITH CORP	44,903.06						
1	11/16/23	Child Care Grant	44,903.06			2960 411900	416		101000
		Total for Vendor:	44,903.06						
113977	109778S	660 FARGO FREIGHTLINER	1,381.70						
	11/6/23	Commission Meeting							
1	X101124279	08/16/23 M2 ADAPTER	313.36			6010 450200	427		101000
2	X101131013	10/13/23 4799 CYLINDER ASSY	55.99			6010 450200	427		101000
3	FC10120230	10/31/23 FINANCE CHARGE	4.70			6010 450200	427		101000
4	FC10113229	10/31/23 FINANCE CHARGE	4.77			6010 450200	427		101000

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5	X102208801	10/27/23 243 50GAL D TAKE OFF W BRA	1,002.88			6020 450000	427		101000
114075	109778S	660 FARGO FREIGHTLINER	3,720.09						
11/06/23	COMMISSION MEETING								
1	X101132295	10/31/23 407-410 RR DIFF	3,720.09			6010 450200	427		101000
114351		660 FARGO FREIGHTLINER	57.58						
11/20/23	Commission Meeting								
1	X101133862	11/13/23 7043 AIR DRYER CARTRIDGE	57.58			4387 480000	427		101000
		Total for Vendor:	5,159.37						
114219		979 FARGO LINE-X	1,180.00						
11/20/23	Commission Meeting								
1	28459	11/07/23 2000 LINEX	720.00			6020 450000	610		101000
2	28450	11/06/23 2000 FLOOR LINERS	460.00			6020 450000	610		101000
		Total for Vendor:	1,180.00						
114225		1648 FARSTAD OIL, INC	607.98						
11/20/23	Commission Meeting								
1	77017823	11/06/23 RIDGELINE DEF	322.99			6010 450200	424		101000
2	76740923	11/03/23 MOBIL OIL	284.99			1000 421000	424		101000
		Total for Vendor:	607.98						
114011	109779S	151 FEDERAL EXPRESS	15.24						
1	830435710	11/01/23 pkg mailed	5.08			1000 421000	661		101000
2	829748902	10/25/23 pkg mailed	5.08			1000 421000	661		101000
3	828298607	10/11/23 pkg mailed	5.08			1000 421000	661		101000
114327		151 FEDERAL EXPRESS	20.31						
1	831189433	11/08/23 pkg mailed	5.09			1000 421000	661		101000
2	831798708	11/15/23 pkg mailed	15.22			1000 421000	661		101000
		Total for Vendor:	35.55						
114162		5045 Fillrite Technologies Inc	5,206.56						
1	0000268-IN	10/11/23 Sheyenne Bridge	5,206.56			4818 480000	670		101000

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114163		5045 Fillrite Technologies Inc	5,212.52						
1	0000266-IN	10/06/23 Sheyenne Bridge	5,212.52			4818 480000	670		101000
		Total for Vendor:	10,419.08						
114320		5164 FIRE & POLICE SELECTION, INC	2,241.00						
1	21275 11/10/23	FD Base Fee-Testin 54 FF's	2,241.00			2060 415200	340		101000
		Total for Vendor:	2,241.00						
114165		1812 FIRESTONE	529.84						
1	217465 11/01/23	tires	529.84			1000 421000	427		101000
		Total for Vendor:	529.84						
114071	109780S	3566 FIRST ARRIVING LLC	740.50						
1	2479 10/30/23	Dashboard Renewal	740.50			2060 415200	497		101000
		Total for Vendor:	740.50						
114244		3347 FIRST INTERNATIONAL INSURANCE	872.00						
	11/20/23 COMMISSION MEETING								
1	449107 11/06/23	7167 INSURANCE	872.00			6020 450000	321		101000
		Total for Vendor:	872.00						
114261		5138 FLEXIBLE PIPE TOOLS & EQUIPMENT	604.00						
	11/20/23 COMMISSION MEETING								
1	29397 11/07/23	RAKE/GRABBER	604.00			6025 450000	432		101000
		Total for Vendor:	604.00						
114151		2499 FM CONVENTION & VISITORS BUREAU	39,525.14						
1	Sept 23 09/30/23	Lodging Tax 2%	26,350.08			2141 411500	533		101000
2	Sept 23 09/30/23	Lodging Tax 1%	13,175.06			2141 411500	653		101000
		Total for Vendor:	39,525.14						
113982	109782S	155 GALLS, LLC	258.99						
1	026120361 10/31/23	pants for schweyen	80.10			1000 421000	422		101000
2	026128927 10/31/23	new officer hicks	15.09			1000 421000	422		101000
3	026120924 10/31/23	new officer hicks	163.80			1000 421000	422		101000

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114100	109782S	155 GALLS, LLC	790.94								
1	25995939	10/18/23 Uniforms-Miller, O'Bryant,Cv	574.61			2060		415200	422		101000
2	25996009	10/18/23 K Miller Promotion Clothing	82.07			2060		415200	422		101000
3	25996045	10/18/23 Johnson's-belt, Underhill	134.26			2060		415200	422		101000
114178		155 GALLS, LLC	2,899.35								
1	026190381	11/07/23 pants of k.johnson	26.98			1000		421000	422		101000
2	026190356	11/07/23 pants for faltersack	85.61			1000		421000	422		101000
3	026196023	11/07/23 badge holder for a. feltman	29.99			1000		421000	422		101000
4	026122606	10/31/23 knife for t. johnson	105.30			1000		421000	422		101000
5	026122604	10/31/23 notebook for roll	20.99			1000		421000	422		101000
6	026089371	10/27/23 shirt for werner	72.01			1000		421000	422		101000
7	026117001	10/31/23 pant for roll	82.00			1000		421000	422		101000
8	026146893	11/02/23 pant for a. feltman	164.00			1000		421000	422		101000
9	026147110	11/02/23 pant for williams	245.70			1000		421000	422		101000
10	026146396	11/02/23 pant for crouse	81.90			1000		421000	422		101000
11	026181052	11/06/23 shirt for m. oldham	276.78			1000		421000	422		101000
12	026161863	11/03/23 shirt for t. johnson	80.28			1000		421000	422		101000
13	026181049	11/06/23 shirt for hanson	74.87			1000		421000	422		101000
14	026026805	10/20/23 credit boots werner	-121.50			1000		421000	422		101000
15	026146298	11/02/23 new officer braun	80.10			1000		421000	422		101000
16	026161860	11/03/23 new officer halverson	109.19			1000		421000	422		101000
17	025999502	10/18/23 new officer equipment	1,485.15			1000		421000	422		101000
18	025928575	10/11/23 hat samples	47.50			1000		421000	422		101000
19	025999193	10/18/23 hat sample	8.75			1000		421000	422		101000
20	026184128	11/06/23 credit hat samples	-56.25			1000		421000	422		101000
114322		155 GALLS, LLC	452.32								
1	026085877	10/27/23 T Clark Boots	110.50			2060		415200	422		101000
2	026085877	10/27/23 M Berg Boots	145.25			2060		415200	422		101000
3	026088309	10/27/23 J West Boots	196.57			2060		415200	422		101000
114334		155 GALLS, LLC	2,462.99								
1	026200354	11/08/23 new officer braun	713.02			1000		421000	422		101000
2	026260098	11/14/23 new officer equipment	525.60			1000		421000	422		101000
3	026272903	11/15/23 shirt for pearson	153.76			1000		421000	422		101000

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4	026213557	11/09/23 new officer equipment	65.97			1000 421000	422		101000
5	026212438	11/09/23 new officer stewart	42.99			1000 421000	422		101000
6	026244417	11/13/23 pant for swiggum	81.90			1000 421000	422		101000
7	026227205	11/10/23 pant for denis	81.90			1000 421000	422		101000
8	026226363	11/10/23 equipment for wuollet	63.99			1000 421000	422		101000
9	026226428	11/10/23 equipment for nielsen	63.04			1000 421000	422		101000
10	026225981	11/10/23 equipment for richardson	96.30			1000 421000	422		101000
11	026201448	11/08/23 pant for balvik	171.22			1000 421000	422		101000
12	026208329	11/08/23 equipment for balvik	87.35			1000 421000	422		101000
13	026200367	11/08/23 pant for hanson	81.90			1000 421000	422		101000
14	026201401	11/08/23 boots for runcorn	206.96			1000 421000	422		101000
15	026226462	11/10/23 equipment for crouse	27.09			1000 421000	422		101000
16	026122765	10/31/23 sample hat	14.15			1000 421000	422		101000
17	026233144	11/10/23 credit sample hat	-14.15			1000 421000	422		101000
Total for Vendor:			6,864.59						
114018	109783S	156 GENERAL EQUIP & SUPPLIES	3,900.00						
11/06/23 COMMISSION MEETING									
1	10080678	08/30/23 CRAWLER TRACTOR RENTAL	7,800.00			4387 480000	678		101000
2	10080908	09/11/23 RENTAL INVOICE CREDIT	-3,900.00			4387 480000	678		101000
Total for Vendor:			3,900.00						
114354		1579 GLENN'S BODY REPAIR INC	9,852.94						
11/20/23 Commission Meeting									
1	57676	11/03/23 5600 TOOL CAT DOOR FRAME REP	6,652.58			1000 430000	322		101000
2	58628	11/03/23 5600 TOOL CAT FENDER/BODY REP	3,200.36			1000 430000	322		101000
Total for Vendor:			9,852.94						
114306		4321 GO PROMO LLC	1,500.00						
1	37853	10/24/23 proj #12 items	1,500.00			1000 421000	375	12	101000
Total for Vendor:			1,500.00						
114090	109784S	2864 GOODIN COMPANY	567.82						
11/06/23 COMMISSION MEETING									
1	8259328	10/19/23 FILTERS	567.82			1000 455000	500		101000
Total for Vendor:			567.82						

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113976	109785S	2558 GOODYEAR COMMERCIAL TIRE	2,822.65						
	11/6/23	Commission Meeting							
1	1301090083	10/30/23 TIRE DISPOSAL	16.50			6010 450200	427		101000
2	1301090052	10/26/23 TIRES	814.39			6010 450200	427		101000
3	1301089642	09/01/23 TIRES	886.19			6010 450200	427		101000
4	1301090001	10/20/23 4200 TIRES	815.94			6010 450200	427		101000
5	1301090015	10/23/23 TIRE	248.13			6010 450200	427		101000
6	1301090013	10/23/23 TIRE MOUNT	41.50			6010 450200	427		101000
114214		2558 GOODYEAR COMMERCIAL TIRE	882.59						
	11/20/23	Commission Meeting							
1	1301090167	11/09/23 4201 TIRES	882.59			6010 450200	427		101000
		Total for Vendor:	3,705.24						
114070	109786S	556 GRAINGER, INC.	21.26						
	11/06/23	COMMISSION MEETING							
1	9890084131	11/01/23 OVERBOOTS	21.26			6020 450000	422		101000
		Total for Vendor:	21.26						
114324		3534 GRAND FORKS FIRE EQUIPMENT LLC	320.00						
1	39298	10/31/23 Gas Detector	320.00			2060 415200	641		101000
		Total for Vendor:	320.00						
114296		939 GRAYBAR	107.70						
	11/20/23	COMMISSION MEETING							
1	9334140452	09/28/23 MIDGET FUSE	107.70			1000 430002	527		101000
		Total for Vendor:	107.70						
114160		1963 GREATER FARGO MOORHEAD EDC	25,000.00						
1	2023-1005	10/13/23 GFMEDC Annual Membership 20	25,000.00			1000 414102	667		101000
		Total for Vendor:	25,000.00						
114166		2713 HAMPTON INN & SUITES	211.86						
1	323/bqry	11/05/23 lodging ellefson	211.86			1000 421000	340		101000
		Total for Vendor:	211.86						

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114295		769 HARBOR FREIGHT TOOLS	78.43								
	11/20/23	COMMISSION MEETING									
1	463999	10/21/23 DRILL BITS	78.43			6025		450000	432		101000
		Total for Vendor:	78.43								
113981	109790S	135 HAWKINS WTR TREATMENT	13,573.94								
	11/6/23	Commission Meeting									
1	6614701	10/30/23 AQUA HAWK	7,242.81			6025		450000	423		101000
2	6596922	10/05/23 AQUA HAWK	6,331.13			6025		450000	423		101000
114053	109790S	135 HAWKINS WTR TREATMENT	5,014.25								
	11/06/23	COMMISSION MEETING									
1	6611745	10/25/23 AQUA HAWK	5,014.25			6025		450000	423		101000
		Total for Vendor:	18,588.19								
114049	109791S	180 HAZERS	1,050.00								
	11/06/23	COMMISSION MEETING									
1	62638	10/26/23 APPLIANCE DISPOSAL	1,050.00			6010		450200	357		101000
114266		180 HAZERS	770.00								
	11/20/23	COMMISSION MEETING									
1	1049	11/08/23 APPLIANCE DISPOSAL	770.00			6010		450200	357		101000
		Total for Vendor:	1,820.00								
114183		5096 HDR ENGINEERING INC.	8,567.50								
1	1200568876	11/10/23 Project 9040	8,567.50			4507		480000	313		101000
		Total for Vendor:	8,567.50								
114099	109793S	4026 HEIMAN INC	787.22								
1	0925749	10/17/23 Gear Repair	787.22			2060		415200	420		101000
		Total for Vendor:	787.22								
114008	109795S	3593 HOLIDAY COMPANIES	5.00								
1	0635011123	10/31/23 october car wash	5.00			1000		421000	420		101000
		Total for Vendor:	5.00								

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114156		3285 HOUSTON ENGINEERING INC.	70,032.53						
1	67909 10/31/23	Imp Dist 2265	70,032.53			4793 480000	313		101000
		Total for Vendor:	70,032.53						
114016	109797S	358 HUBERT OYE-SONS CONST.	529.92						
	11/06/23	COMMISSION MEETING							
1	1211764 10/13/23	HOT MIX ASPHALT	193.92			1000 430000	722		101000
2	1211762 10/11/23	HOT MIX ASPHALT	336.00			1000 430000	722		101000
114055	109797S	358 HUBERT OYE-SONS CONST.	2,915.52						
	11/06/23	COMMISSION MEETING							
1	1211777 10/25/23	HOT MIX ASPHALT	2,915.52			1000 430000	722		101000
114155		358 HUBERT OYE-SONS CONST.	45,590.64						
1	1211789 11/02/23	Project 1316.2	45,590.64			4065 480000	670		101000
		Total for Vendor:	49,036.08						
114199		3087 IBM CORPORATION	467.84						
1	4278671 10/29/23	Premier Suite	467.84			1000 414104	497		101000
		Total for Vendor:	467.84						
114074	109798S	4144 ICMA MEMBERSHIP RENEWALS	1,074.93						
1	781498 10/30/23	D Fuller ICMA Membership renew	1,074.93			2060 415200	667		101000
		Total for Vendor:	1,074.93						
114200		687 INFORMATION TECHNOLOGY DEPT	655.00						
1	1020238493 10/31/23	Oct WAN/Fiber/VPN	655.00			1000 414104	497		101000
		Total for Vendor:	655.00						
114380		4592 INGRAM LIBRARY SERVICES	5,905.59						
1	77138789 08/03/23	BOOKS	18.20			7000 411600	662		101000
2	77138790 08/03/23	BOOKS	17.18			7000 411600	662		101000
3	78202660 10/04/23	BOOKS	32.73			7000 411600	662		101000
4	78202661 10/04/23	BOOKS	6.71			7000 411600	662		101000
5	78498152 10/24/23	BOOKS	14.70			7000 411600	662		101000
6	78498153 10/24/23	BOOKS	21.88			7000 411600	662		101000

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7	78498154	10/24/23 BOOKS	28.46			7000		411600	662		101000
8	78590448	10/30/23 BOOKS	136.14			7000		411600	662		101000
9	78590449	10/30/23 BOOKS	33.39			7000		411600	662		101000
10	78612933	10/31/23 BOOKS	29.64			7000		411600	662		101000
11	78619377	10/31/23 BOOKS	35.11			7000		411600	662		101000
12	78619378	10/31/23 BOOKS	84.29			7000		411600	662		101000
13	78619379	10/31/23 BOOKS	42.74			7000		411600	662		101000
14	78619380	10/31/23 BOOKS	196.22			7000		411600	662		101000
15	78619381	10/31/23 BOOKS	52.97			7000		411600	662		101000
16	78619382	10/31/23 BOOKS	89.30			7000		411600	662		101000
17	78671880	11/03/23 BOOKS	20.30			7000		411600	662		101000
18	78671881	11/03/23 BOOKS	15.31			7000		411600	662		101000
19	78671882	11/03/23 BOOKS	21.94			7000		411600	662		101000
20	78671883	11/03/23 BOOKS	111.26			7000		411600	662		101000
21	78671884	11/03/23 BOOKS	261.35			7000		411600	662		101000
22	78680930	11/03/23 BOOKS	7.12			7000		411600	662		101000
23	78680931	11/03/23 BOOKS	368.07			7000		411600	662		101000
24	78680932	11/03/23 BOOKS	222.13			7000		411600	662		101000
25	78715358	11/07/23 BOOKS	566.41			7000		411600	662		101000
26	78715359	11/07/23 BOOKS	370.21			7000		411600	662		101000
27	78715360	11/07/23 BOOKS	295.32			7000		411600	662		101000
28	78715361	11/07/23 BOOKS	28.64			7000		411600	662		101000
29	78715362	11/07/23 BOOKS	32.29			7000		411600	662		101000
30	78715363	11/07/23 BOOKS	13.70			7000		411600	662		101000
31	78715364	11/07/23 BOOKS	13.73			7000		411600	662		101000
32	78758274	11/09/23 BOOKS	11.43			7000		411600	662		101000
33	78758275	11/09/23 BOOKS	976.86			7000		411600	662		101000
34	78758276	11/09/23 BOOKS	1,324.87			7000		411600	662		101000
35	78758277	11/09/23 BOOKS	13.40			7000		411600	662		101000
36	78758278	11/09/23 BOOKS	15.21			7000		411600	662		101000
37	78758279	11/09/23 BOOKS	29.49			7000		411600	662		101000
38	78768771	11/09/23 BOOKS	16.92			7000		411600	662		101000
39	78768772	11/09/23 BOOKS	13.58			7000		411600	662		101000
40	78768773	11/09/23 BOOKS	20.22			7000		411600	662		101000
41	78778267	11/10/23 BOOKS	24.50			7000		411600	662		101000
42	78778268	11/10/23 BOOKS	22.94			7000		411600	662		101000
43	78778269	11/10/23 BOOKS	14.40			7000		411600	662		101000

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44	78778270	11/10/23 BOOKS	37.96			7000 411600	662		101000
45	78778271	11/10/23 BOOKS	15.56			7000 411600	662		101000
46	78778272	11/10/23 BOOKS	16.38			7000 411600	662		101000
47	78778273	11/10/23 BOOKS	44.15			7000 411600	662		101000
48	78778274	11/10/23 BOOKS	18.78			7000 411600	662		101000
49	78778275	11/10/23 BOOKS	9.06			7000 411600	662		101000
50	78778276	11/10/23 BOOKS	14.02			7000 411600	662		101000
51	78822838	11/14/23 BOOKS	35.83			7000 411600	662		101000
52	78822839	11/14/23 BOOKS	27.10			7000 411600	662		101000
53	78822840	11/14/23 BOOKS	15.49			7000 411600	662		101000
Total for Vendor:			5,905.59						
114038	109801S	211 INTERSTATE BATTERIES	156.50						
11/06/23 COMMISSION MEETING									
1	2029193	10/20/23 BATTERIES	52.10			6020 450000	433		101000
2	2029181	10/17/23 BATTERIES	104.40			6020 450000	420		101000
114325		211 INTERSTATE BATTERIES	559.80						
1	221770	11/02/23 E-76 Battery replacement	559.80			2060 415200	420		101000
114346		211 INTERSTATE BATTERIES	1,171.80						
11/20/23 Commission Meeting									
1	801038840	11/11/23 SM23 BATTERY	1,171.80			6025 450000	826		101000
Total for Vendor:			1,888.10						
114108	109802S	1012 INTERSTATE POWER SYSTEMS, INC	1,976.53						
1	2100849	09/29/23 SS Generator Repair	1,976.53			2060 415200	427		101000
Total for Vendor:			1,976.53						
114310		5187 IRANKUNDA ADEL	153.00						
1	11/16/23	boot reimb	153.00			1000 421000	422		101000
Total for Vendor:			153.00						
114103	109803S	1400 IVORY LEATHERS INC	55.00						
11/06/23 COMMISSION MEETING									
1	11/03/23	DANIELLE ZIPPER REPAIR	15.00			1000 430000	422		101000
2	11/03/23	DANE ZIPPER REPAIR	40.00			6025 450000	422		101000
Total for Vendor:			55.00						

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113980	109804S	233 J & L SPORTS	92.92								
1	31065	10/12/23 new officer polos	92.92			1000		421000	422		101000
114021	109804S	233 J & L SPORTS	25.00								
11/06/23		COMMISSION MEETING									
1	31067	10/12/23 EMBROIDERY	25.00			1000		450000	422		101000
		Total for Vendor:	117.92								
114031	109805S	1765 J.J. KELLER & ASSOC, INC	25.00								
11/06/23		COMMISSION MEETING									
1	9108434903	10/01/23 CDL TRAINING	25.00			1000		450000	497		101000
114367		1765 J.J. KELLER & ASSOC, INC	25.00								
11/20/23		Commission Meeting									
1	9108519254	11/01/23 CDL TRAINING	25.00			1000		450000	497		101000
		Total for Vendor:	50.00								
114167		3801 JAMES ELLEFSON	56.00								
1	11/08/23	meal reimb	56.00			1000		421000	340		101000
		Total for Vendor:	56.00								
114113	109807S	811 JASON ANDERSON	563.64								
1	11/03/23	meal reimb	404.00			1000		421000	340		101000
2	11/03/23	ground transporation reimb	99.64			1000		421000	340		101000
3	11/03/23	bags reimb	60.00			1000		421000	340		101000
		Total for Vendor:	563.64								
114111	109809S	794 JASON DURA	444.00								
1	11/03/23	meal reimb	444.00			1000		421000	340		101000
		Total for Vendor:	444.00								
114050	109811S	2798 JOHNSON CONTROLS	2,973.05								
11/06/23		COMMISSION MEETING									
1	71445791	10/26/23 AC REPAIR - CH	2,973.05			1000		455000	420		101000

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114276		2798 JOHNSON CONTROLS	3,969.00								
	11/20/23	COMMISSION MEETING									
1	386773658	10/30/23 SHOP HEATER REPAIR	3,969.00			6020		450000	420		101000
		Total for Vendor:	6,942.05								
114237		5101 KARL EMERGENCY VEHICLES	125.99								
	11/20/23	COMMISSION MEETING									
1	343120083	11/14/23 T HARE COVERALLS	125.99			6020		450000	422		101000
		Total for Vendor:	125.99								
114020	109813S	344 KARL'S AT THE NODAK CENTER	237.95								
	11/06/23	COMMISSION MEETING									
1	343102838	10/18/23 M KNODEL SHIRTS	118.97			6020		450000	422		101000
2	343102778	10/18/23 C COSTELLO PANTS	118.98			6020		450000	422		101000
114030	109813S	344 KARL'S AT THE NODAK CENTER	220.45								
	11/06/23	COMMISSION MEETING									
1	343105619	10/23/23 J DOCKTER PANTS	220.45			1000		455000	422		101000
114223		344 KARL'S AT THE NODAK CENTER	793.92								
	11/20/23	Commission Meeting									
1	343115255	11/07/23 E WILM BOOTS/PANTS	350.95			1000		455000	422		101000
2	343113071	11/03/23 M KNODEL COVERALLS	118.99			6020		450000	420		101000
3	343094902	10/05/23 W LICK BOOTS	197.99			6025		450000	422		101000
4	343117620	11/10/23 E JOHNSON COVERALLS	125.99			6025		450000	422		101000
		Total for Vendor:	1,252.32								
114072	109816S	3501 KNOX	584.00								
1	404828	10/27/23 1 year KnoxConnect Licenst	584.00			2060		415200	497		101000
114326		3501 KNOX	584.00								
1	234942	10/27/23 FD 1 year Connect License	584.00			2060		415200	497		101000
		Total for Vendor:	1,168.00								

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114117	109818S	2325 KUSTOM KONCEPTS	1,360.55						
1	8445	10/31/23 FD New HQ move wall patch	231.04			4795 480000	670		101000
2	8434	10/31/23 FD New HQ Mission Stmt.	1,129.51			4795 480000	670		101000
		Total for Vendor:	1,360.55						
114309		2508 KYLE HINRICHS	69.95						
1	11/15/23	clothing reimb	69.95			1000 421000	422		101000
		Total for Vendor:	69.95						
114145		2085 LANGUAGE LINE SERVICES	197.26						
1	11130915	10/31/23 Oct Interpretation Service	197.26			1000 412000	304		101000
114170		2085 LANGUAGE LINE SERVICES	74.28						
1	11137375	10/31/23 oct 2023 interpretation	74.28			1000 421000	304		101000
		Total for Vendor:	271.54						
114349		260 LARS BODY SHOP	4,268.30						
1	5791	11/17/23 #1197 repairs	4,268.30			1000 421000	322		101000
		Total for Vendor:	4,268.30						
114254		999999 LAUREN MERTENS	300.00						
		Tree Planting Permit - 1289 Rachel Drive W							
1	11/15/23	Tree - 1289 Rachel Drive W	300.00			5000 422000	490		101000
		Total for Vendor:	300.00						
114347		705 LAWSON PRODUCTS	1,013.80						
		11/20/23 Commission Meeting							
1	9311064406	11/08/23 STOCK HARDWARE	667.76			1000 455000	433		101000
2	9311064406	11/08/23 STOCK HARDWARE	346.04			1000 455000	432		101000
		Total for Vendor:	1,013.80						
114328		4767 LENOVO (UNITED STATES) INC.	2,341.89						
1	6466119689	11/13/23 FD Inspections Dock	301.99			2060 415200	497		101000
2	6466119690	11/13/23 FD D Underhill Dock	169.99			2060 415200	497		101000
3	6466119878	11/13/23 FD T Olson Dock	169.99			2060 415200	497		101000
4	6466118166	11/13/23 FD T Olson Laptop	849.96			2060 415200	497		101000

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5	6466118167	11/12/23 FD D Underhill Laptop	849.96			2060		415200	497		101000
		Total for Vendor:	2,341.89								
114229		1741 LIBERTY BUSINESS SYSTEMS, INC	2,403.83								
1	34952154	09/25/23 Copier	1,195.52			1000		415000	428		101000
2	35167823	10/26/23 Copier	1,208.31			1000		415000	428		101000
114232		1741 LIBERTY BUSINESS SYSTEMS, INC	364.10								
1	34952153	09/25/23 Copier	156.05			1000		415000	428		101000
2	35167822	10/26/23 Copier	208.05			1000		415000	428		101000
		Total for Vendor:	2,767.93								
114069	109822S	3418 LOFFLER	59.30								
1	4506518	10/23/23 FD Contract overage	59.30			2060		415200	428		101000
114330		3418 LOFFLER	266.75								
1	4524245	11/08/23 FD Move Copier new HQ	180.00			4795		480000	670		101000
2	4477953	09/25/23 FD Overage	86.75			2060		415200	428		101000
		Total for Vendor:	326.05								
114218		1417 LUTHER FAMILY BUICK-PONTIAC-GMC	3.71								
	11/20/23	Commission Meeting									
1	234917	11/07/23 3002 SPRING	3.71			1000		430000	427		101000
		Total for Vendor:	3.71								
113991	109825S	711 LUTHER FAMILY FORD	1,557.95								
	11/6/23	Commission Meeting									
1	367164	10/30/23 368 GEAR ASSY	1,557.95			4387		480000	427		101000
		Total for Vendor:	1,557.95								
113997	109827S	3304 MAC'S - FARGO	279.77								
	11/6/23	Commission Meeting									
1	H00536	11/02/23 HARDWARE	117.58			1000		430000	433		101000
2	G94336	10/16/23 HARDWARE	118.25			1000		430001	427		101000
3	G94163	10/16/23 MNTG TP BK CD	21.98			1000		430000	427		101000
4	G93268	10/13/23 UTILITY BLADE/PIN	21.96			6025		450000	433		101000

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114045	109827S	3304 MAC'S - FARGO	26.24						
	11/06/23	COMMISSION MEETING							
1	G87502	09/26/23 HARDWARE	26.24			6010 450200	433		101000
114066	109827S	3304 MAC'S - FARGO	26.97						
	11/06/23	COMMISSION MEETING							
1	G97434	10/25/23 HITCH PIN	26.97			6025 450000	437		101000
114085	109827S	3304 MAC'S - FARGO	5.12						
	11/06/23	COMMISSION MEETING							
1	G97865	10/26/23 BULK FASTENER	5.12			6010 450200	427		101000
114235		3304 MAC'S - FARGO	203.41						
	11/20/23	Commission Meeting							
1	H04421	11/14/23 MIRROR/BRUSH	33.98			1000 455000	432		101000
2	C31617	09/29/23 TUBING/CLEANER	123.84			1000 430000	722		101000
3	H01922	11/06/23 HARDWARE	45.59			6020 450000	433		101000
		Total for Vendor:	541.51						
113885	109829S	3536 MACQUEEN EMERGENCY	5,926.37						
1	09720	09/05/23 Lug nuts, switch Rocker	262.16			2060 415200	420		101000
2	09858	10/02/23 L 75 Drain Valve	106.65			2060 415200	420		101000
3	09895	10/09/23 Hose Testing Gauge	245.49			2060 415200	420		101000
4	09907	10/11/23 L-76 Gauges	216.18			2060 415200	420		101000
5	09912	10/11/23 Hose Coolant	45.65			2060 415200	420		101000
6	20823	10/11/23 3 Captain Helmet fromts-new pr	204.00			2060 415200	641		101000
7	09914	10/12/23 Preassure Gauges	99.26			2060 415200	432		101000
8	09915	10/12/23 L 75 Water Level	188.25			2060 415200	420		101000
9	09946	10/18/23 New Hose	4,527.62			2060 415200	641		101000
10	9980	10/25/23 E-75 Set Screw/know locking	31.11			2060 415200	420		101000
		Total for Vendor:	5,926.37						
114339		999999 MASON THORENSEN	45.82						
		Moved out but didn't notify us, so we need to refund the autopay							
		Acct #03601354-05							
1	11/15/23	Refund UB Autopay	45.82			6020 214100			101000
		Total for Vendor:	45.82						

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114191		3119 MATT RETKA	50.00								
1	11/14/23	Nov WF Airport Secretary	50.00			7050		500000	120		101000
		Total for Vendor:	50.00								
113996	109831S	299 MENARDS	29.97								
1	15493 10/17/23	blue beacon - acct 30360315	29.97			1000		421000	641		101000
114260		299 MENARDS	157.59								
1	17518 11/14/23	POLICE ACCT: blue beacons	105.93			1000		421000	641		101000
2	16864 11/06/23	POLICE ACCT: blue beacons	51.66			1000		421000	641		101000
114331		299 MENARDS	1,641.93								
1	16973 11/07/23	New HQ Shelving	177.41			4795		480000	641		101000
2	16870 11/06/23	Garbage can, cable ties	76.97			2060		415200	500		101000
3	17607 11/15/23	Return HQ Shelving	-103.48			4795		480000	641		101000
4	16416 10/31/23	New Station Mouse Problem	67.43			2060		415200	500		101000
5	16400 10/31/23	Outdoor hoses	1,034.39			4795		480000	641		101000
6	16565 11/02/23	Mika Food	69.98			2060		415200	915		101000
7	16310 10/30/23	Dave's Tools Deadblow hammer	109.86			2060		415200	641		101000
8	15725 10/23/23	Touch up doors	15.95			2060		415200	494		101000
9	17535 11/14/23	Storage Closet CRR	177.45			4795		480000	641		101000
10	17686 11/16/23	Anchors for Class A rods	15.97			4795		480000	641		101000
		Total for Vendor:	1,829.49								
114043	109832S	4622 MENARDS PW	113.85								
	11/06/23	COMMISSION MEETING									
1	16615 11/02/23	MOP HANDLE	8.99			1000		455000	500		101000
2	16471 11/01/23	CLIP BOX	104.86			1000		430000	433		101000
114048	109832S	4622 MENARDS PW	24.99								
	11/06/23	COMMISSION MEETING									
1	15805 10/24/23	FILTER	24.99			1000		455000	420		101000

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114193		4622 MENARDS PW	1,568.55						
	11/20/23	Commission Meeting							
1	17043 11/08/23	BED LINER/INSULATOR	62.93			4387 480000	500		101000
2	17036 11/08/23	BROOM CLIPS	19.47			6020 450000	420		101000
3	16980 11/07/23	LOCKNUT/COND NPP	54.80			1000 430002	527		101000
4	16945 11/07/23	BRUSH STRP WH	15.34			1000 455000	420		101000
5	17070 11/08/23	HAMMERS	30.97			6020 450000	432		101000
6	16941 11/07/23	UTILITY KNIFE	5.97			6020 450000	432		101000
7	17032 11/08/23	WIRELESS KEYPAD	89.96			6020 450000	420		101000
8	16570 11/02/23	COND NPP	15.76			1000 430002	527		101000
9	16863 11/06/23	TFLON TAP/PIPE CUTTER	22.83			6020 450000	432		101000
10	17146 11/09/23	HAND CLEANER	7.48			6025 450000	433		101000
11	15811 10/24/23	IR HEATER	129.00			1000 455000	420		101000
12	16307 10/30/23	AIR FILTER	13.98			1000 455000	420		101000
13	16398 10/31/23	SALT SHED MATERIALS	2,113.63			4796 480000	670		101000
14	16404 10/31/23	SALT SHED MATERIALS - RET	-1,452.60			4796 480000	670		101000
15	16883 11/06/23	SALT SHED MATERIALS	211.17			4796 480000	670		101000
16	15842 10/24/23	VALVE/COUPLING	24.73			1000 430000	433		101000
17	15816 10/24/23	SUMP PUM/BRACE/HOSE	240.25			1000 430000	433		101000
18	15836 10/24/23	HOSE - RET	-37.12			1000 430000	433		101000
114222		4622 MENARDS PW	100.68						
	11/20/23	Commission Meeting							
1	17421 11/13/23	GRADERS - PUNCH/CHISEL	100.68			1000 430000	432		101000
114239		4622 MENARDS PW	69.99						
	11/20/23	COMMISSION MEETING							
1	17439 11/13/23	SLIDING TOOLCHEST	69.99			6020 450000	432		101000
114344		4622 MENARDS PW	2,213.06						
	11/20/23	Commission Meeting							
1	17059 11/08/23	SALT SHED	930.43			4796 480000	670		101000
2	16949 11/07/23	SALT SHED	1,282.63			4796 480000	670		101000

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114366		4622 MENARDS PW	511.54								
	11/20/23	Commission Meeting									
1	17121	11/09/23 SALT SHED	277.95			4796		480000	670		101000
2	16971	11/07/23 SALT SHED	235.61			4796		480000	670		101000
3	17048	11/08/23 SALT SHED - BOARD RET	-8.99			4796		480000	670		101000
4	17053	11/08/23 GE COVER/FRAME	6.97			1000		430000	433		101000
		Total for Vendor:	4,602.66								
114116	109833S	5052 MIDCO BUSINESS	46.02								
1	0113661	10/27/23 FD New HQ	46.02			4795		480000	670		101000
		Total for Vendor:	46.02								
114202		2766 MIDCONTINENT COMMUNICATIONS	3,560.84								
		**Missing October invoice so this is for two months									
1	13632	10/11/23 193293401 - 3100&3150 Sheyenne	1,775.42			2310		452120	497		101000
2	13690	11/11/23 193293401 - 3100&3150 Sheyenne	1,785.42			2310		452120	497		101000
114246		2766 MIDCONTINENT COMMUNICATIONS	84.06								
	11/20/23	COMMISSION MEETING									
1	20113668	11/10/23 PW INTERNET	84.06			1000		450000	497		101000
114379		2766 MIDCONTINENT COMMUNICATIONS	1,017.52								
		**Missing August and Sept invoices, so this is for 3 months of service									
1	08/23/23	119329801 PW	115.42			1000		414104	356		101000
2	08/23/23	143579401 ICAC	210.42			1000		414104	356		101000
3	09/23/23	119329801 PW	125.42			1000		414104	356		101000
4	09/23/23	143579401 ICAC	220.42			1000		414104	356		101000
5	10/23/23	119329801 PW	125.42			1000		414104	356		101000
6	10/23/23	143579401 ICAC	220.42			1000		414104	356		101000
		Total for Vendor:	4,662.42								
114215		102 MIDSTATES WIRELESS	401.95								
	11/20/23	Commission Meeting									
1	205016619	11/07/23 2100 RADIO INSTALL	401.95			1000		430000	610		101000

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114333		102 MIDSTATES WIRELESS	1,080.00						
1	2050165491	11/15/23 removal of VHF equipment	1,080.00			1000 421000	428		101000
		Total for Vendor:	1,481.95						
114288		1854 MIDWEST TAPE	4,062.37						
1	504577073	10/31/23 E RESOURCES	1,998.71			7000 411600	650		101000
2	504535842	10/24/23 AUDIOBOOK	42.49			7000 411600	664		101000
3	504535844	10/24/23 AUDIOBOOK	37.49			7000 411600	664		101000
4	504518412	10/31/23 AUDIOBOOK	233.45			7000 411600	664		101000
5	504518411	10/31/23 AUDIOBOOK	37.49			7000 411600	664		101000
6	504607514	11/07/23 AUDIOBOOK	47.49			7000 411600	664		101000
7	504607515	11/07/23 AUDIOBOOK	259.45			7000 411600	664		101000
8	504535843	10/24/23 DVD	121.42			7000 411600	664		101000
9	504518414	10/31/23 DVD	31.47			7000 411600	664		101000
10	504518415	10/31/23 DVD	164.71			7000 411600	664		101000
11	504518416	10/31/23 DVD	91.94			7000 411600	664		101000
12	504607517	11/07/23 DVD	20.22			7000 411600	664		101000
13	504607518	11/07/23 DVD	108.09			7000 411600	664		101000
14	504646320	11/15/23 AUDIOBOOK	222.45			7000 411600	664		101000
15	504618559	11/15/23 AUDIOBOOK	137.47			7000 411600	664		101000
16	504646322	11/15/23 DVD	97.38			7000 411600	664		101000
17	504646323	11/15/23 DVD	352.88			7000 411600	664		101000
18	504646324	11/15/23 DVD	57.77			7000 411600	664		101000
		Total for Vendor:	4,062.37						
114177		772 MINNKOTA	54.01						
1	447645	10/31/23 oct 2023 recycling	54.01			1000 421000	420		101000
		Total for Vendor:	54.01						
114184		305 MOORE ENGINEERING INC	3,802.50						
1	35719	10/31/23 Project 9043	3,802.50			4445 480000	313		101000
114185		305 MOORE ENGINEERING INC	12,615.00						
1	35720	10/31/23 Imp Dist 2281	12,615.00			4804 480000	313		101000

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114186		305 MOORE ENGINEERING INC	21,499.02						
1	35737 10/31/23	Imp Dist 2271	21,499.02			4005 480000	313		101000
114187		305 MOORE ENGINEERING INC	1,657.50						
1	35721 10/31/23	Project 2263	1,657.50			4797 480000	313		101000
114188		305 MOORE ENGINEERING INC	16,980.00						
1	35718 10/31/23	Imp Dist 2261	16,980.00			4442 480000	313		101000
114189		305 MOORE ENGINEERING INC	5,525.00						
1	35717 10/31/23	Imp Dist 1345	5,525.00			4009 480000	313		101000
114190		305 MOORE ENGINEERING INC	1,773.10						
1	35716 10/31/23	Imp Dist 1339	1,773.10			4088 480000	313		101000
		Total for Vendor:	63,852.12						
114042	109838S	1014 MOTION INDUSTRIES, INC	759.11						
	11/06/23	COMMISSION MEETING							
1	00501575 10/23/23	4101 BALL BRG	192.36			6010 450200	427		101000
2	00502002 10/27/23	4101 FLG BALL BRG	375.94			6010 450200	427		101000
3	00502003 10/27/23	4101 BRG RET	-92.54			6010 450200	427		101000
4	00501968 10/27/23	4101 BALL BRG	92.54			6010 450200	427		101000
5	00501933 10/26/23	4101 BALL BRG	190.81			6010 450200	427		101000
114211		1014 MOTION INDUSTRIES, INC	39.84						
	11/20/23	Commission Meeting							
1	502499 11/03/23	394 TRIPower BELT	39.84			1000 455000	427		101000
		Total for Vendor:	798.95						
114164		688 MOTOROLA SOLUTIONS, INC	45,349.44						
1	1187109734 10/20/23	mobile radios	25,080.20			1000 421000	610		101000
2	1187109734 10/20/23	portable radios	20,269.24			1000 421000	641		101000
		Total for Vendor:	45,349.44						

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114373		628 MTW TOWING	70.00						
	11/20/23	Commission Meeting							
1	T18367	09/26/23 8018 TOWING	70.00			1000	415000	427	101000
		Total for Vendor:	70.00						
114336		728 NAPA CENTRAL	2,049.00						
	11/20/23	Commission Meeting							
1	373673	11/16/23 BRAKE WASH	2,049.00			1000	455000	432	101000
		Total for Vendor:	2,049.00						
114120	109842S	335 ND DEPT OF TRANSPORTATION	1,908.61						
1	0002385235	10/26/23 Project 6057	1,908.61			4432	480000	670	101000
		Total for Vendor:	1,908.61						
114230	-99436E	363 ND PERS	230,683.83						
1	09/30/23	Sept Payroll - Contributions	230,683.83			1000	212532		101000
114231	-99435E	363 ND PERS	231,987.66						
1	10/31/23	Oct Payroll - Contributions	231,987.66			1000	212532		101000
		Total for Vendor:	462,671.49						
114381		3946 NDFA	480.30						
1	2023110805	11/08/23 WFFD text books	480.30			2060	415200	340	101000
		Total for Vendor:	480.30						
114253		3860 NDSCS FOUNDATION	120,000.00						
1	2023	11/03/23 Career Innovation Center	120,000.00			2960	411900	416	101000
		Total for Vendor:	120,000.00						
114057	109846S	756 NELCO FIRST AID	189.24						
	11/06/23	COMMISSION MEETING							
1	103093	10/23/23 CH FIRST AID SUPPLIES	59.88			1000	455000	639	101000
2	103096	10/24/23 SA FIRST AID SUPPLIES	20.64			6010	450200	639	101000
3	103080	10/24/23 SA FIRST AID SUPPLIES	93.52			6010	450200	639	101000
4	103097	10/23/23 PW FIRST AID SUPPLIES	15.20			6020	450000	639	101000

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114284		756 NELCO FIRST AID	8.40						
1	10/24/23	EMERGENCY SUPPLIES	8.40			7000 411600	672		101000
		Total for Vendor:	197.64						
113992	109847S	364 NELSON INTERNATIONAL	126.09						
	11/6/23	Commission Meeting							
1	X102208801	10/27/23 243 50GAL D TAKE OFF WBRAC	1,002.88			6020 450000	427		101000
2	X102207798	09/28/23 262 CYLINDER HEAD KIT RET	-830.26			6020 450000	427		101000
3	X102210462	11/02/23 MODULE VALVE RET	-100.00			6020 450000	427		101000
4	X102208156	10/06/23 4006 AIR HORN	53.47			6010 450200	427		101000
		Total for Vendor:	126.09						
114136	109848S	271 NETCENTER TECHNOLOGIES	254.00						
1	192955	10/27/23 D Underhill/new desk phone	254.00			2060 415200	497		101000
		Total for Vendor:	254.00						
114205		2261 NETWORK CENTER INCORPORATED	215.00						
1	INV202838	09/15/23 Network Issues	215.00			1000 414104	497		101000
114337		2261 NETWORK CENTER INCORPORATED	6,114.00						
		Office 365 G1 - 137 licenses							
		Office 365 G3 - 214 licenses							
		MS Teams Rooms Pro - 4 licenses							
1	INV203593	10/02/23 Microsoft 365 Subscriptions	6,114.00			1000 414104	497		101000
		Total for Vendor:	6,329.00						
114091	109850S	3256 NORTHERN LAKE SERVICE, INC	840.00						
	11/06/23	COMMISSION MEETING							
1	2318457	10/25/23 WATER CHEMICLES	840.00			6020 450000	335		101000
		Total for Vendor:	840.00						
114022	109851S	1403 NORTHERN TOOL	49.98						
	11/06/23	COMMISSION MEETING							
1	2289231154	10/16/23 GRIP PLIERS	49.98			1000 455000	432		101000

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114340		1403 NORTHERN TOOL	769.98						
	11/20/23	Commission Meeting							
1	5460011717	11/15/23 409 FLOW METER/FUEL PUMP	769.98			6010 450200	427		101000
114368		1403 NORTHERN TOOL	219.96						
	11/20/23	Commission Meeting							
1	52874570	11/13/23 JACKETS	219.96			1000 430001	422		101000
		Total for Vendor:	1,039.92						
114352		1028 NORTHERN TRUCK EQUIPMENT CORP.	6,305.00						
	11/20/23	Commission Meeting							
1	FG22196	11/08/23 3005B SPINNER ASSY	6,305.00			1000 430000	322		101000
		Total for Vendor:	6,305.00						
114088	109852S	141 NORTHSTAR SAFETY, INC	104,181.70						
	11/06/23	COMMISSION MEETING							
1	PM46251A	10/18/23 SAFETY MARKING	70,000.00			1000 430000	486		101000
2	PM46251A	10/18/23 SAFETY MARKING	34,181.70			4505 480000	670		101000
114101	109852S	141 NORTHSTAR SAFETY, INC	175.26						
1	35709	10/26/23 yellow tube marker/adhesive	175.26			2060 415200	500		101000
114342		141 NORTHSTAR SAFETY, INC	10,600.00						
1	DR4690-2	08/31/23 Project 2277 - Traffic Contr	10,600.00			4503 480000	670		101000
		Total for Vendor:	114,956.96						
114083	109853S	1715 NORTHWEST TIRE INC	19.41						
	11/06/23	COMMISSION MEETING							
1	26042866	10/25/23 7600 TIRE PATCH	19.41			4387 480000	427		101000
114361		1715 NORTHWEST TIRE INC	1,151.48						
	11/20/23	Commission Meeting							
1	26042074	09/28/23 5400 FLAT REPAIR	19.26			1000 430001	427		101000
2	26042095	09/28/23 3100 TIRE INSTALL	169.98			1000 430000	427		101000
3	26042536	10/16/23 3046 TIRE REPAIR	962.24			1000 430000	427		101000
		Total for Vendor:	1,170.89						

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114275		753 O'DAY EQUIPMENT	37.96						
	11/20/23	COMMISSION MEETING							
1	155578	11/08/23 MULTI PLANE SWIVEL	37.96			4387	480000	500	101000
		Total for Vendor:	37.96						
114078	109855S	1774 O'REILLY AUTOMOTIVE STORES, INC	37.41						
1	268751	10/27/23 C-3 Wiper Blades	53.89			2060	415200	420	101000
2	60430	08/31/23 Credit Memo	-16.48			2060	415200	420	101000
114109	109855S	1774 O'REILLY AUTOMOTIVE STORES, INC	69.12						
1	269286	10/29/23 hose clamps, heater hose, anti	69.12			2060	415200	420	101000
114382		1774 O'REILLY AUTOMOTIVE STORES, INC	12.99						
1	274272	11/13/23 Station Car Wash	12.99			2060	415200	500	101000
		Total for Vendor:	119.52						
114001	109856S	4744 O'REILLY AUTOMOTIVE STORES, INC	1,283.11						
	11/06/23	Commission Meeting							
1	1932265595	10/18/23 1189 ABS SENSOR	36.28			1000	421000	427	101000
2	1932263609	10/12/23 5402 WIPER BLADE	35.18			1000	430001	427	101000
3	1932265978	10/19/23 02 SENSOR	106.17			1000	415000	427	101000
4	1932265111	10/17/23 8014 BRAKE ROTOR/WATER PUM	225.69			1000	415000	427	101000
5	6022160900	10/02/23 BRAKE CLEAN	8.38			6025	450000	433	101000
6	1932267085	10/23/23 CAPSULE	52.70			6010	450200	433	101000
7	1932268355	10/26/23 ELECT TAPE	64.00			1000	455000	433	101000
8	1932267344	10/23/23 HVAC ACTUATR	29.28			1000	421000	427	101000
9	1932267506	10/24/23 140 AC CONDENSOR	143.21			1000	421000	427	101000
10	1932267773	10/25/23 1195 BRAKE ROTOR	364.00			1000	421000	427	101000
11	1932268147	10/26/23 1188 BATTERY	170.17			1000	421000	427	101000
12	1932269900	10/31/23 MICRO V BELT/PULLEY	48.05			1000	430000	427	101000
114082	109856S	4744 O'REILLY AUTOMOTIVE STORES, INC	29.33						
	11/06/23	COMMISSION MEETING							
1	1932267786	10/25/23 CAPSULE	29.33			1000	421000	427	101000

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114210		4744 O'REILLY AUTOMOTIVE STORES, INC	220.76						
	11/20/23	Commission Meeting							
1	1932272623	11/08/23 BRAKE CLEAN	88.97			1000 455000	433		101000
2	1932272312	11/07/23 3002 IRIDIUM PLUG	131.79			1000 430000	427		101000
114362		4744 O'REILLY AUTOMOTIVE STORES, INC	150.53						
	11/20/23	Commission Meeting							
1	1932275168	11/16/23 WINTER BLADE	35.18			1000 421000	427		101000
2	1932274779	11/14/23 BRAKE CLEAN/CARB CLEAN	115.35			1000 455000	433		101000
		Total for Vendor:	1,683.73						
114203		353 OHNSTAD TWICHELL	39,744.88						
		October invoices							
1	192219	10/21/23 Sandhills 6th Addition	322.50			1000 418000	312		101000
2	192220	10/21/23 The Wilds North Pond 1st Add	102.00			1000 418000	312		101000
3	192221	10/21/23 WF Schools/City P3 Project	3,120.00			2960 411900	312		101000
4	192222	10/21/23 Sheyenne River FEMA Buyouts	281.50			4901 415000	312		101000
5	192222	10/21/23 Sheyenne River FEMA Buyouts	281.50			4902 415000	312		101000
6	192222	10/21/23 Sheyenne River FEMA Buyouts	281.50			4903 415000	312		101000
7	192222	10/21/23 Sheyenne River FEMA Buyouts	281.50			4904 415000	312		101000
8	192223	10/21/23 Open Records Requests	607.50			1000 415000	312		101000
9	192224	10/21/23 Municipal Prosecutions	21,015.58			1000 412000	312		101000
10	192225	10/21/23 Liquor License Applications	640.00			1000 415000	312		101000
11	192226	10/21/23 Misc Real Estate Matters	1,186.00			1000 415000	312		101000
12	192227	10/21/23 General	4,929.00			1000 415000	312		101000
13	192228	10/21/23 Personnel Issues	1,840.00			1000 414103	312		101000
14	192229	10/21/23 Sandhills Redevelopment	440.00			2960 411900	312		101000
15	192230	10/21/23 Imp Dist 1345	261.50			4009 480000	312		101000
16	192231	10/21/23 Imp Dist 1346	1,056.00			4024 480000	312		101000
17	192232	10/21/23 Goldenwood 7th Addition	80.00			1000 418000	312		101000
18	192233	10/21/23 Kost 5th Addition	163.00			1000 418000	312		101000
19	192234	10/21/23 Sandhills 7th Addition	240.00			1000 418000	312		101000
20	192235	10/21/23 The Wilds 23rd Addition	80.00			1000 418000	312		101000
21	192236	10/21/23 Eagle Run Plaza 14th Addition	364.00			1000 418000	312		101000
22	192237	10/21/23 Sign Ordinance - Wall Graphics	209.80			1000 415000	312		101000
23	192238	10/21/23 North Pond at Preserve 7th Add	280.00			1000 418000	312		101000

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24	192239	10/21/23 Imp Dist 2276	446.00			4017 480000	312		101000
25	192240	10/21/23 Imp Dist 2280	326.00			4803 480000	312		101000
26	192241	10/21/23 Wehri Residence Subdivision	184.50			1000 418000	312		101000
27	192242	10/21/23 Oak Ridge 19th Addition	359.50			1000 418000	312		101000
28	192243	10/21/23 Gas Franchise Fee Ordinance	264.50			1000 415000	312		101000
29	192244	10/21/23 Imp Dist 2281	80.00			4804 480000	312		101000
30	192245	10/21/23 Discrimination Charge	21.50			1000 414103	312		101000
		Total for Vendor:	39,744.88						
114077	109858S	352 OK TIRE STORE - COM CTR	135.00						
	11/06/23	COMMISSION MEETING							
1	05345003	10/13/23 7045 FLAT REPAIR	67.50			6025 450000	427		101000
2	341537	08/21/23 7042 FLAT REPAIR	67.50			6025 450000	427		101000
114376		352 OK TIRE STORE - COM CTR	377.59						
	11/20/23	Commission Meeting							
1	05346139	11/06/23 7045 TIRE ROTATION	377.59			4387 480000	427		101000
		Total for Vendor:	512.59						
113974	109859S	399 OLYMPIC SALES	1,786.16						
	11/6/23	Commission Meeting							
1	14193	10/20/23 4101 WEAR PAD SERVICE KIT	522.77			6010 450200	427		101000
2	14221	11/01/23 HYDRAULIC FILTER	1,021.44			6010 450200	427		101000
3	14161	10/05/23 4200 CONTAINER LOCK ARM	241.95			6010 450200	427		101000
114267		399 OLYMPIC SALES	175.00						
	11/20/23	COMMISSION MEETING							
1	14210	10/27/23 BLACK GARBAGE CARTS	175.00			6010 450200	665		101000
		Total for Vendor:	1,961.16						
114154		631 ONE CALL CONCEPTS, INC	743.05						
1	3104288	10/31/23 October Locates	743.05			6020 450000	412		101000
		Total for Vendor:	743.05						

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114257		5160 OPHELIA WALLACE	2,148.73						
		Blessing Care							
1	11/15/23	Child Care Grant	2,148.73			2960	411900	416	101000
		Total for Vendor:	2,148.73						
114061	109860S	5119 OSTROMS ACE HARDWARE (PW)	131.30						
	11/06/23	COMMISSION MEETING							
1	225060	10/17/23 AIR COUPLER	6.59			1000	455000	420	101000
2	225100	10/21/23 DRILL BITS	98.72			6025	450000	825	101000
3	225101	10/21/23 BURR TREE RAD CARB	25.99			6025	450000	825	101000
114068	109860S	5119 OSTROMS ACE HARDWARE (PW)	52.97						
	11/06/23	COMMISSION MEETING							
1	225190	11/02/23 JOINT KNIFE	12.99			1000	455000	432	101000
2	225154	10/30/23 GARDEN SPRAYER	39.98			2210	428000	358	101000
114282		5119 OSTROMS ACE HARDWARE (PW)	80.55						
	11/20/23	COMMISSION MEETING							
1	225270	11/14/23 OIL ABSORB	53.97			6010	450200	433	101000
2	225233	11/08/23 LIKZ	26.58			1000	455000	802	101000
114299		5119 OSTROMS ACE HARDWARE (PW)	56.82						
	11/20/23	COMMISSION MEETING							
1	225214	11/06/23 JOINT COMPOUND	7.99			6020	450000	438	101000
2	225230	11/07/23 NIPPLES	4.99			1000	430002	527	101000
3	225229	11/07/23 GREASE	19.98			6010	450200	433	101000
4	225238	11/08/23 HARDWARE	19.27			1000	455000	420	101000
5	225217	11/06/23 CLIP GRIP	4.59			1000	455000	420	101000
		Total for Vendor:	321.64						
114089	109861S	3277 OUT FRONT POWER EQUIPMENT	115.50						
	11/06/23	COMMISSION MEETING							
1	3110	10/23/23 LAWNBAGGS	115.50			1000	455000	420	101000
		Total for Vendor:	115.50						

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114105	109862S	3739 PARADIGM FIBER SPLICING LLC	425.00								
1	283	10/28/23 FD New HQ	425.00			4795		480000	670		101000
		Total for Vendor:	425.00								
114027	109863S	3637 PAUL BUNYAN NURSERIES	1,750.00								
	11/06/23	COMMISSION MEETING									
1	20364	10/12/23 BLACK HILLS SPRUCE	1,750.00			1000		430000	358		101000
		Total for Vendor:	1,750.00								
114396		4972 PAULA VILLANUEVA	250.68								
1	11/16/23	Child Care Grant	250.68			2960		411900	416		101000
		Total for Vendor:	250.68								
114112	109864S	903 PETE NIELSEN	404.00								
1	11/03/23	meal reimb	404.00			1000		421000	340		101000
114168		903 PETE NIELSEN	230.00								
1	11/09/23	flight reimb to Mesa	230.00			1000		421000	340		101000
		Total for Vendor:	634.00								
114026	109865S	563 PETRO SERVE USA	160.00								
	11/06/23	COMMISSION MEETING									
1	96960	10/19/23 OIL	160.00			6010		450200	424		101000
114097	109865S	563 PETRO SERVE USA	3,408.81								
	11/06/23	COMMISSION MEETING									
1	7959	09/01/23 BULK DIESEL	3,408.81			4387		480000	424		101000
114152		563 PETRO SERVE USA	111.19								
1	0967933	10 10/31/23 WF Airport Fuel	111.19			7050		500000	420		101000
114207		563 PETRO SERVE USA	51,574.22								
1	Oct 2023	10/31/23 Police	13,762.06			1000		421000	424		101000
2	Oct 2023	10/31/23 City Hall	1,269.48			1000		415000	420		101000
3	Oct 2023	10/31/23 Sanitation	18,098.76			6010		450200	424		101000
4	Oct 2023	10/31/23 Street	6,172.16			1000		430000	424		101000

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5	Oct 2023	10/31/23 Sewer	4,114.13			6025 450000	424		101000
6	Oct 2023	10/31/23 Water	4,572.04			6020 450000	424		101000
7	Oct 2023	10/31/23 Public Works	1,218.96			1000 450000	424		101000
8	Oct 2023	10/31/23 Fleet & Facilities	768.84			1000 455000	424		101000
9	Oct 2023	10/31/23 Storm Sewer / Lagoon	1,068.40			4387 480000	424		101000
10	Oct 2023	10/31/23 Forestry	529.39			1000 430000	424		101000
114236		563 PETRO SERVE USA	3,980.85						
	11/20/23	COMMISSION MEETING							
1	97205	11/14/23 OIL	1,478.40			6010 450200	424		101000
2	97206	11/14/23 OIL	757.35			6020 450000	424		101000
3	97207	11/14/23 OIL	788.70			4387 480000	424		101000
4	97207	11/14/23 OIL	956.40			4387 480000	424		101000
114238		563 PETRO SERVE USA	3,660.82						
	11/20/23	COMMISSION MEETING							
1	344	11/07/23 BULK OIL	3,660.82			4387 480000	424		101000
114302		563 PETRO SERVE USA	1,662.00						
1	0967995	10/31/23 FD Fuel for October	1,662.00			2060 415200	424		101000
		Total for Vendor:	64,557.89						
114094	109866S	4034 PETRO SERVE USA #63	2,453.05						
	11/06/23	COMMISSION MEETING							
1	2604	10/17/23 3401 PREMIUM	43.76			1000 430000	424		101000
2	2775	10/17/23 PROPANE	13.50			1000 455000	424		101000
3	4279	10/02/23 3401 PREMIUM	42.88			1000 430000	424		101000
4	7472	10/04/23 3401 PREMIUM	27.82			1000 430000	424		101000
5	3698	10/19/23 407 DIESEL	133.85			6010 450200	424		101000
6	4754	10/21/23 407 DIESEL	125.77			6010 450200	424		101000
7	382	10/22/23 407 DIESEL	154.07			6010 450200	424		101000
8	4550	10/20/23 407 DIESEL	151.61			6010 450200	424		101000
9	3460	10/18/23 413 DIESEL	199.58			6010 450200	424		101000
10	4554	10/20/23 412 DIESEL	196.63			6010 450200	424		101000
11	3199	10/30/23 4100 DIESEL	186.30			6010 450200	424		101000
12	938	10/12/23 3401 PREMIUM	60.61			1000 430000	424		101000
13	8115	09/12/23 4100 DIESEL	243.93			6010 450200	424		101000

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14	6403	10/25/23 4100 DIESEL	138.40			6010 450200	424		101000
15	6876	10/26/23 SEWER DIESEL	129.15			6025 450000	424		101000
16	7274	09/11/23 3401 PREMIUM	64.32			1000 430000	424		101000
17	4201	09/02/23 SA DIESEL	104.31			6010 450200	424		101000
18	3906	09/01/23 ST DIESEL	138.25			1000 430000	424		101000
19	996	09/19/23 SA DIESEL	127.93			6010 450200	424		101000
20	8089	09/14/23 SA DIESEL	170.38			6010 450200	424		101000
114377		4034 PETRO SERVE USA #63	2,323.69						
		11/20/23 Commission Meeting							
1	5547	11/07/23 4101 DIESEL	256.20			6010 450200	424		101000
2	5247	11/06/23 7000 DIESEL	265.35			6025 450000	424		101000
3	909	11/06/23 2100 DIESEL	288.56			6020 450000	424		101000
4	2978	10/30/23 FORKLIFT LP	24.74			1000 430001	424		101000
5	4308	11/02/23 SA DIESEL	108.06			6010 450200	424		101000
6	4304	11/02/23 7702 DIESEL	718.36			4387 480000	424		101000
7	6864	10/10/23 SA DIESEL	213.10			6010 450200	424		101000
8	1344	10/25/23 ST DIESEL	18.75			1000 430000	424		101000
9	8138	10/30/23 SW DIESEL	245.74			6025 450000	424		101000
10	6750	10/09/23 7000 DIESEL	184.83			6025 450000	424		101000
		Total for Vendor:	4,776.74						
114175		5067 POPE DOUGLAS SOLID WASTE	892.13						
1	11075	10/31/23 pharmaceuticals destruction	892.13			1000 421000	365		101000
		Total for Vendor:	892.13						
114285		3276 PREMIUM WATERS INC	109.38						
1	8013871023	10/31/23 OFFICE SUPPLIES (WATER)	109.38			7000 411600	410		101000
		Total for Vendor:	109.38						
114245		1755 PRO SWEEP INC	1,300.00						
		11/20/23 COMMISSION MEETING							
1	22155	10/31/23 SHEYENNE ST TUNNEL SWEEP - OCT	900.00			1000 430000	485		101000
2	22156	10/31/23 194 TUNNEL SWEEP - OCT	400.00			1000 430000	485		101000

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114356		1755 PRO SWEEP INC	28,480.00						
	11/20/23	Commission Meeting							
1	22208	11/08/23 CITY STREET SWEEP	28,480.00			1000 430000	485		101000
		Total for Vendor:	29,780.00						
114281		4544 QUALITY FLOW SYSTEMS INC.	1,817.64						
	11/20/23	COMMISSION MEETING							
1	45851	11/01/23 TRANSDUCER	1,817.64			6025 450000	825		101000
		Total for Vendor:	1,817.64						
114252		4348 R L ENGBRETSON ARCHITECTS FARGO	5,640.00						
1	23280	10/31/23 City Hall & PD Space	5,640.00			2970 480000	307		101000
		Total for Vendor:	5,640.00						
114385		5188 RAPE & ABUSE CRISIS CENTER OF FM	50.00						
1	2770	11/16/23 ccr training	50.00			1000 421000	340		101000
		Total for Vendor:	50.00						
114044	109868S	3893 RDO TRUCK CENTERS	609.86						
	11/06/23	COMMISSION MEETING							
1	802884F	10/30/23 FILTERS	538.50			4387 480000	427		101000
2	802896F	10/30/23 FILTER	71.36			4387 480000	427		101000
114369		3893 RDO TRUCK CENTERS	216.11						
	11/20/23	Commission Meeting							
1	803016F	10/31/23 7043 AD SK COALESCING	127.48			4387 480000	427		101000
2	CM803740F	11/14/23 7043 AD SK COALESCING RET	-127.48			4387 480000	427		101000
3	803746F	11/14/23 7043 FILTER CARTRIDGE	216.11			4387 480000	427		101000
		Total for Vendor:	825.97						
114287		1016 RED WING BUSINESS ADVANTAGE	212.49						
	11/20/23	COMMISSION MEETING							
1	149664	11/07/23 T DREW BOOTS	212.49			6010 450200	422		101000
		Total for Vendor:	212.49						

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114303		3522 RJ'S TESORO	5,007.67								
1	WFFD 10/31/23	FD October 2023 Fuel Usage	5,007.67			2060		415200	424		101000
		Total for Vendor:	5,007.67								
114035	109872S	2806 RMB ENVIRONMENTAL LABORATORIES,	1,870.00								
	11/06/23	COMMISSION MEETING									
1	E000116	07/31/23 WATER TESTING	935.00			6025		450000	335		101000
2	E000071	06/15/23 WATER TESTING	935.00			6025		450000	335		101000
		Total for Vendor:	1,870.00								
114395		5190 ROLSTAD INC	2,537.00								
1	11/16/23	Child Care Grant	2,537.00			2960		411900	416		101000
		Total for Vendor:	2,537.00								
114248		4565 RUBICON GLOBAL, LLC	41,472.00								
	11/20/23	COMMISSION MEETING									
1	1305945	11/06/23 SMART CITY SUBSCRIPTION	41,472.00			6010		450200	497		101000
		Total for Vendor:	41,472.00								
114228		3353 SAM'S CLUB MC/SYNCB	152.88								
1	11/06/23	EEC Spaghetti Lunch	116.96			1000		414103	378		101000
2	11/07/23	EEC Spaghetti Lunch	35.92			1000		414103	378		101000
		Total for Vendor:	152.88								
114383		1881 SAM'S CLUB/SYNCHRONY BANK	1,548.79								
1	001331	11/07/23 Both Stations/set up HQ	853.46			2060		415200	500		101000
2	000789	11/14/23 Care Alliance quartly meet	304.74			2060		415200	500		101000
3	000813	10/23/23 Trunk or treat	350.60			2060		415200	500		101000
4	stmt 11/12/23	Statement 11-12-2023 Late Fee	39.99			2060		415200	500		101000
		Total for Vendor:	1,548.79								
114013	109875S	437 SANDY'S DONUTS & COFFEE SHOP	91.80								
1	936287	10/24/23 bakery for senior citizen acad	45.90			1000		421000	375	12	101000
2	936910	10/31/23 bakery for senior citizen acad	45.90			1000		421000	375		101000

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114171		437 SANDY'S DONUTS & COFFEE SHOP	137.70						
1	937067	11/03/23 bakery for sr cit academy	91.80			1000 421000	375	12	101000
2	937265	11/07/23 bakery for sr cit academy	45.90			1000 421000	375	12	101000
114318		437 SANDY'S DONUTS & COFFEE SHOP	124.25						
1	7620	11/13/23 bakery for training	45.90			1000 421000	375		101000
2	937921	11/16/23 bakery for training	78.35			1000 421000	285		101000
		Total for Vendor:	353.75						
114106	109876S	140 SANFORD AMBULANCE	68.00						
1	43318	10/23/23 BLS Heartcode-	68.00			2060 415200	340		101000
114387		140 SANFORD AMBULANCE	259.00						
1	43366	11/07/23 CPR/AED E-cards	92.50			2060 415200	340		101000
2	43333	10/30/23 CPR/AED E-cards	166.50			2060 415200	340		101000
		Total for Vendor:	327.00						
113978	109877S	454 SANITATION PRODUCTS	4,679.41						
		11/6/23 Commission Meeting							
1	87310	11/02/23 7000 RODDER LINE	4,403.98			6025 450000	427		101000
2	87174	10/19/23 7000 PIPE SWAGE	25.35			6025 450000	427		101000
3	87149	10/17/23 HEAD SET REPAIR	250.08			6025 450000	427		101000
114243		454 SANITATION PRODUCTS	2,924.87						
		11/20/23 COMMISSION MEETING							
1	87322	11/03/23 HOSE END WELDMENT	735.06			6025 450000	825		101000
2	87390	11/13/23 3061 BELT SPLICE HDWARE KIT	116.24			1000 430000	427		101000
3	CN00854	11/06/23 HOSE END WELDMENT RET	-720.28			6025 450000	825		101000
4	87391	11/13/23 HOSE END PARTS	2,793.85			6025 450000	439		101000
114374		454 SANITATION PRODUCTS	115.82						
		11/20/23 Commission Meeting							
1	87397	11/14/23 SPLICE KIT BROOM BEAR	115.82			1000 430000	427		101000
		Total for Vendor:	7,720.10						

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113985	109879S	450 SCHEELS	160.00						
1	10/18/23	shoes for balvik	160.00			1000 421000	422		101000
114384		450 SCHEELS	169.99						
1	39303 11/15/23	shoes for swiggum	169.99			1000 421000	422		101000
		Total for Vendor:	329.99						
114286		3485 SENSOURCE	216.00						
1	57564 10/01/23	SERVICE AGREEMENTS / CONTRACTS	216.00			7000 411600	428		101000
		Total for Vendor:	216.00						
114399		5191 SHAWN TWEITEN	1,072.48						
1	11/16/23	Child Care Grant	1,072.48			2960 411900	416		101000
		Total for Vendor:	1,072.48						
114294		459 SHERWIN WILLIAMS	246.85						
	11/20/23	COMMISSION MEETING							
1	8711-3 11/08/23	GRAFITTI COVER PAINT	246.85			1000 430001	358		101000
		Total for Vendor:	246.85						
114003	109881S	1702 SHEYENNE RIVER KENNELS	211.72						
1	11/03/23	sro k9 food	59.28			1000 421000	915		101000
2	11/03/23	k9 food	152.44			1000 421000	915		101000
		Total for Vendor:	211.72						
113989	109882S	2885 SHORTPRINTER	2,769.39						
1	142197 10/17/23	door hangers violations	638.90			1000 421000	668		101000
2	153059 10/16/23	2023 case files	868.39			1000 421000	668		101000
3	142061 10/16/23	2024 case files	1,262.10			1000 421000	668		101000
114019	109882S	2885 SHORTPRINTER	91.85						
1	142229 10/16/23	labby's thank yous	91.85			1000 421000	668		101000

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114174		2885 SHORTPRINTER	489.08								
1	142077	11/06/23 bond envelopes	427.13			1000		421000	668		101000
2	142872	11/02/23 stanton bc's	61.95			1000		421000	668		101000
114305		2885 SHORTPRINTER	465.31								
1	143047	11/13/23 notary stamp for t. johnson	51.00			1000		421000	667		101000
2	143182	11/13/23 holiday cards	285.80			1000		421000	375		101000
3	143182	11/13/23 holiday envelopes	128.51			1000		421000	410		101000
		Total for Vendor:	3,815.63								
114052	109883S	4678 SIGN SOLUTIONS HQ LLC	1,057.60								
	11/06/23	COMMISSION MEETING									
1	408569	10/06/23 REFLECTIVE SIGN/WRAPS/BASE	1,057.60			6025		450000	639		101000
		Total for Vendor:	1,057.60								
114064	109884S	91 SIGN SOLUTIONS USA	831.46								
	11/06/23	COMMISSION MEETING									
1	408951	10/27/23 SIGNS	101.26			1000		430001	358		101000
2	408949	10/27/23 SIGNS	500.22			1000		430001	358		101000
3	408952	10/27/23 SIGNS	229.98			1000		430000	487		101000
114293		91 SIGN SOLUTIONS USA	837.73								
	11/20/23	COMMISSION MEETING									
1	409028	11/01/23 SIGNS	628.28			1000		430000	487		101000
2	409165	11/10/23 SIGNS	209.45			1000		430000	487		101000
		Total for Vendor:	1,669.19								
114009	109885S	4637 SILVERSTAR CAR WASH	480.76								
	in										
1	2640	10/31/23 oct 2023 car wash	480.76			1000		421000	420		101000
		Total for Vendor:	480.76								
114086	109887S	3528 SNACKS PLUS VENDING	82.00								
	11/06/23	COMMISSION MEETING									
1	5940474260	10/19/23 COFFEE	82.00			6020		450000	500		101000
		Total for Vendor:	82.00								

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114388		465 SPARTAN STORES LLC	52.62						
1	205414 404	11/15/23 CRR Supplies for Qtly Meet	52.62			2060 415200	500		101000
		Total for Vendor:	52.62						
114146		3325 SPHERION STAFFING LLC	825.00						
1	RL3050758	10/29/23 Christy Dvorak 10/29	825.00			1000 414103	114		101000
114161		3325 SPHERION STAFFING LLC	132.00						
1	RL3054725	11/05/23 Christy Dvorak 11/05	132.00			1000 414103	114		101000
		Total for Vendor:	957.00						
114389		3516 STEIN'S INC	559.22						
1	927989	10/27/23 New HQ Set up	478.89			2060 415200	500		101000
2	927989-1	11/02/23 New HQ Set up	80.33			2060 415200	500		101000
		Total for Vendor:	559.22						
114121	109893S	274 STEVE MOTTINGER	5,000.00						
	November								
1	11/01/23	court appointed attorney	5,000.00			1000 412000	310		101000
		Total for Vendor:	5,000.00						
114329		88 STREICHER'S INC	10,062.39						
1	i1665666	11/15/23 less lethal single launcher	168.90			1000 421000	987		101000
2	i1665104	11/13/23 less lethal rounds, projecti	10,286.50			1000 421000	987		101000
3	i1639195	06/13/23 less lethal powder	2,507.99			1000 421000	987		101000
4	cm296345	06/08/23 credit on less lethal powder	-2,901.00			1000 421000	987		101000
		Total for Vendor:	10,062.39						
114014	109895S	176 SUMMIT FIRE PROTECTION	83.00						
	11/06/23	COMMISSION MEETING							
1	192026190	08/22/23 EXTINGUISHER RECHARGE	67.00			1000 455000	420		101000
2	192027544	10/15/23 EXTINGUISHER SERVICE	16.00			6020 450000	420		101000

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114054	109895S	176 SUMMIT FIRE PROTECTION	446.00						
	11/06/23	COMMISSION MEETING							
1	192027981	11/01/23 FIRE ALARM MONITORING	446.00			6010 450200	420		101000
		Total for Vendor:	529.00						
114110	109896S	3503 SUTPHEN CORPORATION	4,904.34						
1	40065232	10/13/23 L-76 Interface PTO	337.99			2060 415200	420		101000
2	40065454	10/23/23 L-76 seal kit/drain	4,316.87			2060 415200	420		101000
3	40065508	10/25/23 L-76 guage	249.48			2060 415200	420		101000
		Total for Vendor:	4,904.34						
113993	109897S	733 SWANSTON EQUIPMENT CORP.	3,020.57						
	11/6/23	Commission Meeting							
1	R16784	10/20/23 M2 MELTER RENTAL	3,000.00			1000 430001	358		101000
2	P96350	10/19/23 7010 NUT	20.57			6025 450000	427		101000
114079	109897S	733 SWANSTON EQUIPMENT CORP.	1,495.06						
	11/06/23	COMMISSION MEETING							
1	P96181	10/16/23 CRACK FILL	1,400.00			1000 430001	358		101000
2	P96072	10/12/23 3036 BLOCK	95.06			1000 430000	427		101000
114224		733 SWANSTON EQUIPMENT CORP.	159.74						
	11/20/23	Commission Meeting							
1	P96896	11/07/23 7041 NUT	20.57			6025 450000	427		101000
2	P96892	11/07/23 5400 KIT CAP	139.17			1000 430001	427		101000
114345		733 SWANSTON EQUIPMENT CORP.	1,060.34						
	11/20/23	Commission Meeting							
1	P97040	11/13/23 FILTER ELEMENT/DIFF DSPLY	1,060.34			1000 430001	427		101000
		Total for Vendor:	5,735.71						
114398		4855 TANI RHEAULT	3,276.16						
1	11/16/23	Child Care Grant	3,276.16			2960 411900	416		101000
		Total for Vendor:	3,276.16						

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114056	109899S	2491 TEAM LABORATORY CHEMICAL, LLC	20,400.00								
	11/06/23	COMMISSION MEETING									
1	0038465	10/20/23 MEGA BUGS	20,400.00			4387		480000	670		101000
		Total for Vendor:	20,400.00								
114017	109900S	4925 TELUS COMMUNICATIONS US INC	666.00								
	11/06/23	COMMISSION MEETING									
1	1292	11/01/23 ST SKYHAWK	666.00			1000		430000	307		101000
		Total for Vendor:	666.00								
114321		5007 The Howard Company	167.00								
1	10167	11/16/23 New HQ Hanging Sway Bar	167.00			4795		480000	641		101000
		Total for Vendor:	167.00								
114402		1907 THE SHOOTING PARK OF HORACE	400.00								
1	10/24/23	range rental 10-24-2023	400.00			1000		421000	340		101000
		Total for Vendor:	400.00								
114033	109901S	3411 THE UPS STORE #6740	671.85								
1	18N4A4W	09/05/23 SEWER INSPECTION KIT SHIPPING	671.85			6025		450000	360		101000
114298		3411 THE UPS STORE #6740	51.08								
	11/20/23	COMMISSION MEETING									
1	17QES4S	11/07/23 SHIPPING	51.08			1000		430002	487		101000
114304		3411 THE UPS STORE #6740	29.58								
1	WFFD	11/02/23 Returning parts-D Sapp	29.58			2060		415200	661		101000
		Total for Vendor:	752.51								
114255		999999 THOMAS BURNER	300.00								
		Tree Planting Permit - 1112 Wildflower Pl W									
1	11/15/23	Tree - 1112 Wildflower Pl W	300.00			5000		422000	490		101000
		Total for Vendor:	300.00								

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114316		4557 TIM BROWN SR	623.89						
1	11/16/23	travel reimb	623.89			1000 421000	340		101000
		Total for Vendor:	623.89						
114147		3733 TIMECLOCK PLUS	600.00						
1	00306251 11/02/23	Clockable License	600.00			1000 414103	307		101000
		Total for Vendor:	600.00						
114221		3352 TITAN MACHINERY-FARGO CASE	1,386.50						
	11/20/23	Commission Meeting							
1	18978015 10/26/23	381B MOTOR GB REPLACED	962.59			1000 430000	427		101000
2	18978262 10/26/23	381B VALVES	423.91			1000 430000	427		101000
		Total for Vendor:	1,386.50						
114169		1135 TODD PEARSON	440.00						
1	11/06/23	meal reimb	440.00			1000 421000	340		101000
		Total for Vendor:	440.00						
114400		5161 TONNETTE BRACKINS	2,152.76						
1	11/16/23	Child Care Grant	2,152.76			2960 411900	416		101000
		Total for Vendor:	2,152.76						
114081	109902S	1234 TOOL WAREHOUSE INC	56.16						
	11/06/23	COMMISSION MEETING							
1	0276184 10/20/23	SOCKETS - GRADERS	56.16			1000 430000	432		101000
		Total for Vendor:	56.16						
114076	109903S	5017 TOOLFOX LLC (MAC TOOLS)	168.98						
	11/06/23	COMMISSION MEETING							
1	16891 10/16/23	TOOLS	168.98			1000 455000	432		101000
		Total for Vendor:	168.98						
113987	109904S	3093 TRACKER PRODUCTS LLC	7,040.56						
1	tpinv00419 10/30/23	annual cloud license	7,040.56			1000 421000	497		101000
		Total for Vendor:	7,040.56						

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114063	109905S	1285 TRAFFIC CONTROL CORPORATION	930.00								
	11/06/23	COMMISSION MEETING									
1	147176	10/31/23 PED COUNTDOWN	300.00			1000		430002	487		101000
2	147123	10/31/23 CABINET FILTER	630.00			1000		430002	487		101000
114265		1285 TRAFFIC CONTROL CORPORATION	280.00								
	11/20/23	COMMISSION MEETING									
1	147271	11/06/23 AIR FILTER	280.00			1000		430002	487		101000
		Total for Vendor:	1,210.00								
114092	109906S	3787 TUCKER BUCHOLZ	75.54								
	11/06/23	COMMISSION MEETING									
		BISMARCK - WATER TESTING									
1	10/31/23	TRAVEL REIMBURSEMENT	75.54			6020		450000	340		101000
		Total for Vendor:	75.54								
114059	109907S	665 TWIN CITY GARAGE DOOR	995.00								
	11/06/23	COMMISSION MEETING									
1	Z256346	10/27/23 TRACK REPLACE	995.00			6020		450000	420		101000
114270		665 TWIN CITY GARAGE DOOR	162.00								
	11/20/23	COMMISSION MEETING									
1	719736	11/02/23 CPS U EYES	162.00			6020		450000	420		101000
		Total for Vendor:	1,157.00								
114144		2951 TYLER TECHNOLOGIES, INC	392.81								
1	020-147211	10/31/23 OTC & Portal	392.81			1000		412000	740		101000
		Total for Vendor:	392.81								
114268		2136 ULINE INC	278.82								
	11/20/23	COMMISSION MEETING									
1	9269959	11/13/23 GLOVE BUCKET REFILL	278.82			1000		455000	639		101000

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114390		2136 ULINE INC	10,488.81						
1	170655041	11/07/23 Upstairs Storage Shelving	692.15			4795 480000	641		101000
2	8740282	11/09/23 Additional Shelves upstairs s	297.67			4795 480000	641		101000
3	8919980	11/14/23 3 Yellow 'wet floor'signs	107.24			2060 415200	500		101000
4	16938175	10/06/23 Shelving,worktable,bksplash	6,214.33			4795 480000	641		101000
5	8941751	11/14/23 Upstairs Coat Racks	820.09			4795 480000	641		101000
6	8683672	11/08/23 Garbages, corner shelves	2,357.33			4795 480000	641		101000
		Total for Vendor:	10,767.63						
114118	109909S	3833 VALLEY GREEN	42,725.00						
	11/6/23	Commission Meeting							
1	221816	11/03/23 SW Lawn Mowing Contract	39,750.00			1000 430001	381		101000
2	221811	11/03/23 SHEYENNE MOWING CONTRACT	2,975.00			1000 430001	381		101000
114269		3833 VALLEY GREEN	369.50						
	11/20/23	COMMISSION MEETING							
1	221781	11/03/23 FALL FERTILIZER/WEED CONTROL	369.50			1000 455000	420		101000
		Total for Vendor:	43,094.50						
114087	109912S	1553 VARITECH INDUSTRIES, INC	55.08						
	11/06/23	COMMISSION MEETING							
1	1027425	10/12/23 ADAPTER	55.08			1000 430000	433		101000
		Total for Vendor:	55.08						
114335		3668 VERIZON WIRELESS	13,960.85						
1	9948187190	10/02/23 oct 2023 river sensors	160.16			6020 450000	345		101000
2	9948685425	10/08/23 oct 2023 fire underhill	500.08			2060 415200	356		101000
3	9948685425	10/08/23 oct 2023 lib kahly	42.46			7000 411600	356		101000
4	9948685425	10/08/23 oct 2023 city adm	89.92			1000 414000	356		101000
5	9948685425	10/08/23 oct 2023 econ development	47.49			1000 414102	356		101000
6	9948685425	10/08/23 oct 2023 HR	137.41			1000 414103	356		101000
7	9948685425	10/08/23 oct 2023 IT	313.97			1000 414104	356		101000
8	9948685425	10/08/23 oct 2023 engineering	777.28			1000 414200	356		101000
9	9948685425	10/08/23 oct 2023 commission	129.93			1000 415000	356		101000
10	9948685425	10/08/23 oct 2023 communication	137.47			1000 416200	356		101000
11	9948685425	10/08/23 oct 2023 planning	222.39			1000 418000	356		101000

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12	9948685425	10/08/23 oct 2023 pd cell phones	4,567.36			1000 421000	356		101000
13	9948685425	10/08/23 oct 2023 pd bait phone	42.49			1000 421000	356		101000
14	9948685425	10/08/23 oct 2023 pd passport	127.38			1000 421000	356		101000
15	9948685425	10/08/23 oct 2023 pd mdc	680.17			1000 421000	356		101000
16	9948685425	10/08/23 oct 2023 pd cradlepoints	640.52			1000 421000	356		101000
17	9948685425	10/08/23 oct 2023 pd investigations	40.01			1000 421000	356		101000
18	9948685425	10/08/23 oct 2023 pd icac	42.49			1000 421000	356		101000
19	9948685425	10/08/23 oct 2023 pd polecam	80.02			1000 421000	356		101000
20	9948685425	10/08/23 oct 2023 pd invest trailer	80.02			1000 421000	356		101000
21	9948685425	10/08/23 oct 2023 pd portable alpr	-9.03			1000 421000	356		101000
22	9948685425	10/08/23 oct 2023 pw street	364.99			1000 430000	356		101000
23	9948685425	10/08/23 oct 2023 pw row	82.50			1000 430001	356		101000
24	9948685425	10/08/23 oct 2023 pw	729.82			1000 450000	356		101000
25	9948685425	10/08/23 oct 2023 pw b&g	380.29			1000 455000	356		101000
26	9948685425	10/08/23 oct 2023 fire	1,398.85			2060 415200	356		101000
27	9948685425	10/08/23 oct 2023 fire drone	40.01			2060 415200	356		101000
28	9948685425	10/08/23 oct 2023 forestry	94.95			2210 428000	356		101000
29	9948685425	10/08/23 oct 2023 pw sanitation	820.85			6010 450200	356		101000
30	9948685425	10/08/23 oct 2023 pw water	638.21			6020 450000	356		101000
31	9948685425	10/08/23 oct 2023 pw sewer	432.88			6025 450000	356		101000
32	9948685425	10/08/23 oct 2023 library	127.51			7000 411600	356		101000
Total for Vendor:			13,960.85						
114332	4240	VERTEX UNMANNED SOLUTIONS LLC	510.00						
1	2441	10/02/23 mavic controller	510.00			1000 421000	641		101000
Total for Vendor:			510.00						
114119	E	3212 VISA ADMINISTRATION	3,272.95						
Jul statement for Jun transactions									
1	CC-1175	06/06/23 EVCOR USA	686.99			1000 202200			101000
city hall supplies						CC Accounting: 1000-455000-420			
EVCOR USA LLC									
2	CC-1175	06/13/23 XCEL EZ-PAY FEE WEB	3.99			1000 202200			101000
Xcel fee						CC Accounting: 1000-414100-740			
XCEL ENERGY									
3	CC-1175	06/13/23 EXCEL EZ-PAY WEB	181.33			1000 202200			101000
51-0012450779-8						CC Accounting: 1000-430002-391			
XCEL ENERGY									

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4	CC-1175 06/15/23	QUALITY MEATS AND SEAFOOD Employee Engagement event MISC CLAIM VENDOR	197.80			1000 202200 -414103-378			101000
5	CC-1175 06/20/23	XCEL EZ-PAY FEE WEB Xcel fee XCEL ENERGY	1.85			1000 202200 -414100-740			101000
6	CC-1175 06/20/23	XCEL EZ-PAY FEE WEB Xcel fee XCEL ENERGY	28.82			1000 202200 -414100-740			101000
7	CC-1175 06/20/23	XCEL EZ-PAY FEE WEB Xcel fee XCEL ENERGY	1.99			1000 202200 -414100-740			101000
8	CC-1175 06/20/23	XCEL EZ-PAY FEE WEB Xcel fee XCEL ENERGY	1.05			1000 202200 -414100-740			101000
9	CC-1175 06/20/23	XCEL EZ-PAY FEE WEB Xcel fee XCEL ENERGY	0.40			1000 202200 -414100-740			101000
10	CC-1175 06/20/23	XCEL EZ-PAY FEE WEB Xcel fee XCEL ENERGY	0.41			1000 202200 -414100-740			101000
11	CC-1175 06/20/23	XCEL EZ-PAY FEE WEB Xcel fee XCEL ENERGY	1.34			1000 202200 -414100-740			101000
12	CC-1175 06/20/23	XCEL EZ-PAY FEE WEB Xcel fee XCEL ENERGY	0.37			1000 202200 -414100-740			101000
13	CC-1175 06/20/23	XCEL EZ-PAY FEE WEB Xcel fee XCEL ENERGY	1.36			1000 202200 -414100-740			101000
14	CC-1175 06/20/23	XCEL EZ-PAY WEB 51-0012153016-6 XCEL ENERGY	84.08			1000 202200 -430002-391			101000
15	CC-1175 06/20/23	XCEL EZ-PAY WEB 51-0011369951-4 XCEL ENERGY	1,309.95			1000 202200 -430002-391			101000
16	CC-1175 06/20/23	XCEL EZ-PAY WEB 51-0012153042-8 XCEL ENERGY	90.66			1000 202200 -430002-391			101000

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17	CC-1175 06/20/23	XCEL EZ-PAY WEB	47.56			2310 202200			101000
	51-0013659139-7			CC Accounting: 2310-		-452120-527			
	XCEL ENERGY								
18	CC-1175 06/20/23	XCEL EZ-PAY WEB	18.15			1000 202200			101000
	51-0014442487-0			CC Accounting: 1000-		-430002-391			
	XCEL ENERGY								
19	CC-1175 06/20/23	XCEL EZ-PAY WEB	18.66			1000 202200			101000
	51-0013444849-1			CC Accounting: 1000-		-430002-391			
	XCEL ENERGY								
20	CC-1175 06/20/23	XCEL EZ-PAY WEB	61.01			6020 202200			101000
	51-0012435875-3			CC Accounting: 6020-		-450000-351			
	XCEL ENERGY								
21	CC-1175 06/20/23	XCEL EZ-PAY WEB	16.92			1000 202200			101000
	51-0013909081-9			CC Accounting: 1000-		-430002-391			
	XCEL ENERGY								
22	CC-1175 06/20/23	XCEL EZ-PAY WEB	61.63			6020 202200			101000
	51-0012382235-6			CC Accounting: 6020-		-450000-351			
	XCEL ENERGY								
23	CC-1175 06/20/23	XCEL EZ-PAY FEE WEB	7.67			1000 202200			101000
	Xcel fee			CC Accounting: 1000-		-414100-740			
	XCEL ENERGY								
24	CC-1175 06/20/23	XCEL EZ-PAY WEB	348.62			1000 202200			101000
	51-0013445588-7			CC Accounting: 1000-		-430002-391			
	XCEL ENERGY								
25	CC-1175 07/02/23	AMAZON	86.66			1000 202200			101000
	office supplies-Chanda			CC Accounting: 1000-		-414100-410			
	AMAZON CAPITAL SERVICES								
26	CC-1175 07/02/23	Amazon	13.68			1000 202200			101000
	office supplies-city hall			CC Accounting: 1000-		-415000-410			
	AMAZON CAPITAL SERVICES								
114403	E 3212	VISA ADMINISTRATION	5,165.52						
	Nov statement for Oct transactions								
1	CC-1280 10/04/23	Pier B Resort Duluth MN	315.00			1000 202200			101000
	hotel for Lauren Cammack			CC Accounting: 1000-		-414000-340			
	MISC CLAIM VENDOR								
2	CC-1280 10/04/23	Pier B Resort Duluth MN	315.00			1000 202200			101000
	hotel for Travis Genty			CC Accounting: 1000-		-414000-340			
	MISC CLAIM VENDOR								

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3	CC-1280 10/04/23	Pier B Resort Duluth MN hotel for Austin Bragel MISC CLAIM VENDOR	315.00			1000 202200 -414000-340			101000
4	CC-1280 10/06/23	Oton Walker MN gas for GIS training MISC CLAIM VENDOR	43.40			1000 202200 -414000-340			101000
5	CC-1280 10/06/23	Pier B Resort Duluth MN hotel for Lauren Cammack MISC CLAIM VENDOR	315.00			1000 202200 -414000-340			101000
6	CC-1280 10/06/23	Pier B Resort Duluth MN hotel for Travis Genty MISC CLAIM VENDOR	315.00			1000 202200 -414000-340			101000
7	CC-1280 10/06/23	Pier B Resort Duluth MN hotel for Austin Bragel MISC CLAIM VENDOR	315.00			1000 202200 -414000-340			101000
8	CC-1280 10/13/23	ICMA Renewal membership for Dustin Scott ICMA MEMBERSHIP RENEWALS	1,200.00			1000 202200 -414000-667			101000
9	CC-1280 10/16/23	FMWF Chamber event Bernie Dardis FARGO MHD WEST FARGO CHAMBER OF COMMERCE	40.00			1000 202200 -415000-340			101000
10	CC-1280 10/20/23	FMWF Midwest Energy Summit Bernie Dardis FARGO MHD WEST FARGO CHAMBER OF COMMERCE	45.00			1000 202200 -415000-340			101000
11	CC-1280 10/23/23	FMWF Chamber Event Dustin Scott & Casey Sanders FARGO MHD WEST FARGO CHAMBER OF COMMERCE	80.00			1000 202200 -414000-340			101000
12	CC-1280 10/25/23	FMWF Chamber Event Dan Hanson FARGO MHD WEST FARGO CHAMBER OF COMMERCE	40.00			1000 202200 -414200-340			101000
13	CC-1280 10/25/23	FMWF Chamber Event Jenna Kahly FARGO MHD WEST FARGO CHAMBER OF COMMERCE	40.00			1000 202200 -411600-340			101000
14	CC-1280 10/25/23	FMWF Chamber Event Heide Delorme FARGO MHD WEST FARGO CHAMBER OF COMMERCE	40.00			1000 202200 -414100-340			101000
15	CC-1280 10/25/23	Amazon-return return of office supplies AMAZON CAPITAL SERVICES	-35.98			1000 202200 -414000-410			101000

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16	CC-1280	10/26/23 Amazon-office supplies Heide Delorme AMAZON CAPITAL SERVICES	33.99	CC Accounting: 1000-		1000 202200 -414100-410			101000
17	CC-1280	10/26/23 Amazon-office supplies Communications AMAZON CAPITAL SERVICES	5.99	CC Accounting: 1000-		1000 202200 -416200-410			101000
18	CC-1280	10/26/23 Amazon-office supplies City Hall AMAZON CAPITAL SERVICES	5.99	CC Accounting: 1000-		1000 202200 -415000-410			101000
19	CC-1280	10/26/23 Amazon-office supplies City Hall AMAZON CAPITAL SERVICES	6.99	CC Accounting: 1000-		1000 202200 -415000-410			101000
20	CC-1280	10/26/23 Amazon-office supplies Heide Delorme AMAZON CAPITAL SERVICES	59.98	CC Accounting: 1000-		1000 202200 -414100-410			101000
21	CC-1280	10/26/23 Amazon-office supplies Communications AMAZON CAPITAL SERVICES	12.50	CC Accounting: 1000-		1000 202200 -416200-410			101000
22	CC-1280	10/26/23 FMWF Chamber Event Rachel Richter Lordemann FARGO MHD WEST FARGO CHAMBER OF COMMERCE	40.00	CC Accounting: 1000-		1000 202200 -416000-340			101000
23	CC-1280	10/27/23 Make.com annual subscription Lauren Cammack MISC CLAIM VENDOR	108.00	CC Accounting: 1000-		1000 202200 -414000-497			101000
24	CC-1280	10/31/23 Survey Monkey annual sub annual subscription SURVEYMONKEY	900.00	CC Accounting: 1000-		1000 202200 -416200-497			101000
25	CC-1280	10/31/23 Office Sign Co-Text for Sign Heide Delorme OFFICE SIGN COMPANY	27.00	CC Accounting: 1000-		1000 202200 -414100-410			101000
26	CC-1280	10/31/23 Office Sign Co-Text for Sign Mark Housh OFFICE SIGN COMPANY	27.00	CC Accounting: 1000-		1000 202200 -418000-410			101000
27	CC-1280	10/31/23 Office Sign Co-Text for Sign Adam Hejtmanek OFFICE SIGN COMPANY	27.00	CC Accounting: 1000-		1000 202200 -418000-410			101000
28	CC-1280	10/31/23 Office Sign Co-Text for Sign Mike Carlson OFFICE SIGN COMPANY	27.00	CC Accounting: 1000-		1000 202200 -418000-410			101000

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29	CC-1280	10/31/23 Office Sign Co-Text for Sign Ali Hermanson OFFICE SIGN COMPANY	27.00	CC Accounting: 1000-		1000 202200 -418000-410			101000
30	CC-1280	10/31/23 Office Sign Co-Text for Sign Addie Stewart OFFICE SIGN COMPANY	27.00	CC Accounting: 1000-		1000 202200 -416200-410			101000
31	CC-1280	10/31/23 Office Sign Co-Text for Sign Rachel Richter Lordemann OFFICE SIGN COMPANY	27.00	CC Accounting: 1000-		1000 202200 -416200-410			101000
32	CC-1280	10/31/23 Office Sign Co-Text for Sign Jan Lachter OFFICE SIGN COMPANY	27.00	CC Accounting: 1000-		1000 202200 -414100-410			101000
33	CC-1280	10/31/23 Office Sign Co-Text for Sign Sarah Gasevic OFFICE SIGN COMPANY	27.00	CC Accounting: 1000-		1000 202200 -414103-410			101000
34	CC-1280	10/31/23 Office Sign Co-Text for Sign Sheila Olson OFFICE SIGN COMPANY	27.00	CC Accounting: 1000-		1000 202200 -414100-410			101000
35	CC-1280	10/31/23 Office Sign Co-Text for Sign Dustin Scott OFFICE SIGN COMPANY	27.00	CC Accounting: 1000-		1000 202200 -414000-410			101000
36	CC-1280	10/31/23 Office Sign Co-Text for Sign Nathan Skalsky OFFICE SIGN COMPANY	27.00	CC Accounting: 1000-		1000 202200 -414103-410			101000
37	CC-1280	10/31/23 Office Sign Co-Text for Sign Leslie McGillivray OFFICE SIGN COMPANY	27.00	CC Accounting: 1000-		1000 202200 -418000-410			101000
38	CC-1280	10/31/23 Office Sign Co-Text for Sign Breanna Siegler OFFICE SIGN COMPANY	27.00	CC Accounting: 1000-		1000 202200 -418000-410			101000
39	CC-1280	10/31/23 Office Sign Co-Text for Sign Kyle Zinck OFFICE SIGN COMPANY	27.00	CC Accounting: 1000-		1000 202200 -418000-410			101000
40	CC-1280	11/01/23 Amazon-office supplies Court AMAZON CAPITAL SERVICES	149.98	CC Accounting: 1000-		1000 202200 -412000-410			101000
41	CC-1280	11/01/23 Amazon-office supplies staples for City Hall AMAZON CAPITAL SERVICES	54.68	CC Accounting: 1000-		1000 202200 -415000-410			101000

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Total for Vendor:			8,438.47						
114005	E	2437 VISA ASSESSING	251.88						
		Nov statement for October transactions							
1	CC-1259	10/23/23 Drop Box	119.88			1000 202200			101000
		Cloud storage		CC Accounting: 1000-		-414101-497			
		MISC CLAIM VENDOR							
2	CC-1259	10/24/23 USPS - stamps	132.00			1000 202200			101000
		stamps		CC Accounting: 1000-		-414101-410			
		USPS							
Total for Vendor:			251.88						
114140	E	3706 VISA COMMUNICATIONS	516.81						
		Nov Statement for Oct transactions							
1	CC-1271	10/25/23 Apple.com	0.99			1000 202200			101000
		cloud storage		CC Accounting: 1000-		-416200-497			
		APPLE.COM							
2	CC-1271	10/27/23 4 Imprint	491.84			1000 202200			101000
		Halloween stickers		CC Accounting: 1000-		-416200-668			
		4IMPRINT INC							
3	CC-1271	10/27/23 Sign up Genius	11.99			1000 202200			101000
		group organizing		CC Accounting: 1000-		-416200-497			
		MISC CLAIM VENDOR							
4	CC-1271	10/27/23 Sign up Genius	11.99			1000 202200			101000
		group organizer		CC Accounting: 1000-		-416200-497			
		MISC CLAIM VENDOR							
Total for Vendor:			516.81						
114141	E	3693 VISA ENGINEERING	1,730.13						
		Nov statement for Oct transactions							
1	CC-1272	10/02/23 Holiday Station Store	25.00			1000 202200			101000
		car wash		CC Accounting: 1000-		-414200-420			
		HOLIDAY COMPANIES							
2	CC-1272	10/16/23 Scheels	60.00			1000 202200			101000
		jeans Jim M		CC Accounting: 1000-		-414200-422			
		SCHEELS							
3	CC-1272	10/23/23 United Airlines	405.20			1000 202200			101000
		Conference-Cassie		CC Accounting: 1000-		-414200-340			
		UNITED AIRLINES							

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Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
4	CC-1272 10/24/23	Frontier Airlines Conference -Cassie FRONTIER AIRLINES	169.98	CC Accounting: 1000-	1000-	202200 -414200-340			101000
5	CC-1272 10/25/23	Fleet Farm locator material FLEET FARM	29.66	CC Accounting: 6020-	6020-	202200 -450000-412			101000
6	CC-1272 10/25/23	Karl's Clothing-Benji KARL'S AT THE NODAK CENTER	54.82	CC Accounting: 1000-	1000-	202200 -414200-422			101000
7	CC-1272 10/26/23	Karl's -tax refunded tax refund KARL'S AT THE NODAK CENTER	-3.83	CC Accounting: 1000-	1000-	202200 -414200-422			101000
8	CC-1272 10/26/23	The Palazzo-Vegas hotel deposit for conference MISC CLAIM VENDOR	282.32	CC Accounting: 1000-	1000-	202200 -414200-340			101000
9	CC-1272 10/26/23	Northern Too & Equip locator tools NORTHERN TOOL	5.99	CC Accounting: 6020-	6020-	202200 -450000-412			101000
10	CC-1272 10/26/23	Boot Barn Boots-Rick B. MISC CLAIM VENDOR	150.00	CC Accounting: 1000-	1000-	202200 -414200-422			101000
11	CC-1272 10/27/23	Karl's Sweatshirt-Troy KARL'S AT THE NODAK CENTER	50.99	CC Accounting: 1000-	1000-	202200 -414200-422			101000
12	CC-1272 10/30/23	Duluth Trading Boots-Troy MISC CLAIM VENDOR	150.00	CC Accounting: 1000-	1000-	202200 -414200-422			101000
13	CC-1272 10/31/23	MNAFPM Flood Plain training-Jerry MISC CLAIM VENDOR	200.00	CC Accounting: 1000-	1000-	202200 -414200-340			101000
14	CC-1272 10/31/23	Red Wing Boots-Dan RED WING BUSINESS ADVANTAGE	150.00	CC Accounting: 1000-	1000-	202200 -414200-422			101000
Total for Vendor:			1,730.13						

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114139	E	2436 VISA FINANCE	4,703.65						
		Nov statement for Oct transactions							
1	CC-1270	10/30/23 USPS	28.75			1000 202200			101000
		submittal of unclaimed property		CC Accounting: 1000-		-415000-661			
		USPS							
2	CC-1270	10/12/23 Certif a Gft	4,674.90			1000 202200			101000
		years of service awards		CC Accounting: 1000-		-414103-378			
		CERTIF A GIFT							
		Total for Vendor:	4,703.65						
114133	E	3569 VISA FIRE DEPT 1	5,631.56						
1	CC-1267	10/09/23 Advance deposit D Fuller	533.37			2060 202200			101000
		COURTYARD BY MARRIOTT WASHINGTON DC		CC Accounting: 2060-		-415200-340			
2	CC-1267	10/13/23 Lodging D Fuller/Harvard	895.13			2060 202200			101000
		COURTYARD BY MARRIOTT WASHINGTON DC		CC Accounting: 2060-		-415200-340			
3	CC-1267	10/10/23 New HQ/Bedding, Jan Carts	1,194.75			4795 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 4795-		-480000-641			
4	CC-1267	10/18/23 New HQ/coat rack	65.38			4795 202200			101000
		WEST SIDE STEEL		CC Accounting: 4795-		-480000-670			
5	CC-1267	10/18/23 New HQ/TV Train Room	1,797.98			4795 202200			101000
		SAM'S CLUB/SYNCHRONY BANK		CC Accounting: 4795-		-480000-641			
6	CC-1267	10/20/23 New HQ Sticky Mats for dirt	216.00			4795 202200			101000
		TAMARACK MATERIALS INC		CC Accounting: 4795-		-480000-670			
7	CC-1267	10/20/23 New HQ/Vacumme	599.00			4795 202200			101000
		BLOWS SEW N VAC		CC Accounting: 4795-		-480000-641			
8	CC-1267	10/24/23 New HQ/Shovels	329.95			4795 202200			101000
		NORTHERN TOOL		CC Accounting: 4795-		-480000-641			
		Total for Vendor:	5,631.56						
114134	E	3568 VISA FIRE DEPT 2	6,851.37						
1	CC-1268	10/12/23 Captain Promotional Books	207.88			2060 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 2060-		-415200-340			
2	CC-1268	10/09/23 2 Cameras for BC/Capt	116.72			2060 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 2060-		-415200-497			
3	CC-1268	10/17/23 October Storage/new HQ	211.84			4795 202200			101000
		MOBILE MINI SOLUTIONS		CC Accounting: 4795-		-480000-670			

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4	CC-1268 10/13/23	Passport Tags/new Capt	25.75			2060 202200			101000
	IMS ALLIANCE			CC Accounting: 2060-		-415200-420			
5	CC-1268 10/17/23	Supplies for new HQ	206.36			4795 202200			101000
	WALMART			CC Accounting: 4795-		-480000-670			
6	CC-1268 10/19/23	Dave's Tools Wrenches	488.24			2060 202200			101000
	HARBOR FREIGHT TOOLS			CC Accounting: 2060-		-415200-641			
7	CC-1268 10/19/23	Dave's Tools Welding magnet	26.97			2060 202200			101000
	HARBOR FREIGHT TOOLS			CC Accounting: 2060-		-415200-641			
8	CC-1268 10/23/23	Tul Refills	6.49			2060 202200			101000
	OFFICE DEPOT OFFICEMAX			CC Accounting: 2060-		-415200-410			
9	CC-1268 10/25/23	Tul Refill	5.93			2060 202200			101000
	OFFICE DEPOT OFFICEMAX			CC Accounting: 2060-		-415200-410			
10	CC-1268 10/23/23	2 cases paper	179.08			2060 202200			101000
	OFFICE DEPOT OFFICEMAX			CC Accounting: 2060-		-415200-410			
11	CC-1268 10/24/23	Honor Guard Stands	1,141.60			2060 202200			101000
	FLAGS UNLIMITED			CC Accounting: 2060-		-415200-641			
12	CC-1268 10/24/23	Honor Guard Double Carriers	243.00			2060 202200			101000
	GLENDAL PARADE STORE.COM			CC Accounting: 2060-		-415200-641			
13	CC-1268 10/20/23	3 white boards/trn room	1,013.97			4795 202200			101000
	OFFICE DEPOT OFFICEMAX			CC Accounting: 4795-		-480000-641			
14	CC-1268 10/18/23	Course Registration-R DIRK	350.00			2060 202200			101000
	COLUMBIA SOUTHERN UNIVERSITY			CC Accounting: 2060-		-415200-340			
15	CC-1268 10/24/23	Honor Guard Flag	505.00			2060 202200			101000
	CUSTOM FLAG COMPANY			CC Accounting: 2060-		-415200-641			
16	CC-1268 10/24/23	E MENGE BOOTS	179.28			2060 202200			101000
	ROCKY BRAND US			CC Accounting: 2060-		-415200-422			
17	CC-1268 10/27/23	D Sapp Tools Tool Widget	379.94			2060 202200			101000
				CC Accounting: 2060-		-415200-641			
18	CC-1268 10/27/23	Smart Sign	22.59			2060 202200			101000
	SMARTSIGN			CC Accounting: 2060-		-415200-500			
19	CC-1268 10/26/23	Hanging Folders/new HQ	184.00			2060 202200			101000
	OFFICE DEPOT OFFICEMAX			CC Accounting: 2060-		-415200-410			
20	CC-1268 10/26/23	Tul Pens	17.09			2060 202200			101000
	OFFICE DEPOT OFFICEMAX			CC Accounting: 2060-		-415200-410			
21	CC-1268 10/23/23	Power Probe IV/Remco scoop	218.74			2060 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 2060-		-415200-641			
22	CC-1268 10/23/23	Rubbermaid trash can	40.97			2060 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 2060-		-415200-420			

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23	CC-1268	10/23/23 5 area rugs/new HQ	225.35			4795 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 4795-		-480000-670			
24	CC-1268	10/23/23 Rubbermaid lid/2 rugs	138.76			4795 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 4795-		-480000-670			
25	CC-1268	10/26/23 rubbermaid dolly/wheels	41.97			2060 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 2060-		-415200-420			
26	CC-1268	10/26/23 area rug/new HQ	33.35			4795 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 4795-		-480000-670			
27	CC-1268	10/29/23 K cup storage	35.99			2060 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 2060-		-415200-500			
28	CC-1268	10/29/23 Dave's Tools/wrench ste	32.39			2060 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 2060-		-415200-641			
29	CC-1268	10/31/23 Dave's Tools/running lights	42.41			2060 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 2060-		-415200-420			
30	CC-1268	11/01/23 nEW HQ/SUPPLIES	163.41			2060 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 2060-		-415200-410			
31	CC-1268	11/01/23 Dave's tools/multimeter	366.30			2060 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 2060-		-415200-641			
Total for Vendor:			6,851.37						
114135	E	4351 VISA FIRE DEPT 3	6,337.41						
1	CC-1269	10/02/23 Woolite laundry cleaner	17.94			2060 202200			101000
	TARGET			CC Accounting: 2060-		-415200-500			
2	CC-1269	10/03/23 Mika-Vials,1 pint cans	163.29			2060 202200			101000
	ULINE INC			CC Accounting: 2060-		-415200-915			
3	CC-1269	10/03/23 6 portfolios-Captains	139.74			2060 202200			101000
	OFFICE DEPOT OFFICEMAX			CC Accounting: 2060-		-415200-420			
4	CC-1269	10/04/23 3 teak shelves for decom rm	445.35			4795 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 4795-		-480000-641			
5	CC-1269	10/03/23 D Sapp tools/grinder/punch	195.81			2060 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 2060-		-415200-641			
6	CC-1269	10/06/23 D Underhill/new Employee	202.47			2060 202200			101000
	Blauer			CC Accounting: 2060-		-415200-422			
7	CC-1269	10/04/23 FD New HQ/Towels,teak bench	1,131.02			4795 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 4795-		-480000-641			
8	CC-1269	10/09/23 2024 Desk Calendars	75.48			2060 202200			101000
	OFFICE DEPOT OFFICEMAX			CC Accounting: 2060-		-415200-410			

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9	CC-1269 10/11/23	CPSE Registration CENTER FOR PUBLIC SAFETY EXCELLENCE INC	3,600.00			2060 202200 -415200-340			101000
10	CC-1269 10/09/23	Moving storage boxes OFFICE DEPOT OFFICEMAX	74.97	CC Accounting: 2060-		2060 202200 -415200-500			101000
11	CC-1269 10/25/23	Inspection Name Plates WPSG, INC	151.36	CC Accounting: 2060-		2060 202200 -415200-500			101000
12	CC-1269 10/31/23	Dave Tools angle wrench HARBOR FREIGHT TOOLS	139.98	CC Accounting: 2060-		2060 202200 -415200-641			101000
Total for Vendor:			6,337.41						
114181	E	4335 VISA HUMAN RESOURCES Oct and Nov statements	425.98						
1	CC-1250 09/05/23	Amazon-office signs office signs AMAZON CAPITAL SERVICES	29.47	CC Accounting: 1000-		1000 202200 -414103-410			101000
2	CC-1250 09/17/23	accidental employee purchase reimbursed by Makayla UBER.COM	29.41	CC Accounting: 1000-		1000 202200 -414103-413			101000
3	CC-1250 09/19/23	Office Max-office supplies pencils, dry eraser & cleaner OFFICE DEPOT OFFICEMAX	18.37	CC Accounting: 1000-		1000 202200 -414103-410			101000
4	CC-1250 09/26/23	Heart Smart-AED battery replacement AED battery heartsmart.com	189.00	CC Accounting: 1000-		1000 202200 -415000-639			101000
5	CC-1250 09/26/23	Flying Pig Grill-City Admin 1 City administrator lunch SILVER DOLLAR FLYING PIG BAR & GRILL INC	67.00	CC Accounting: 1000-		1000 202200 -414000-399			101000
6	CC-1250 09/20/23	NeoGov credit for conf. conference reimbursement GOVERNMENTJOBS.COM, INC.	-2,398.00	CC Accounting: 1000-		1000 202200 -414103-340			101000
7	CC-1250 10/04/23	Amazon-conference screen conference screen AMAZON CAPITAL SERVICES	88.98	CC Accounting: 1000-		1000 202200 -414103-497			101000
8	CC-1250 10/04/23	Spitfire-lunch meeting lunch with Baker Tilly SPITFIRE HOLDINGS LLC	28.00	CC Accounting: 1000-		1000 202200 -414000-399			101000
9	CC-1250 10/11/23	Linkedin - ad add for network Admin MISC CLAIM VENDOR	517.54	CC Accounting: 1000-		1000 202200 -414104-399			101000

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10	CC-1250 10/12/23	FMHRA-membership membership for Sarah G. FMHRA	215.00	CC Accounting: 1000-		1000 202200 -414103-667			101000
11	CC-1250 10/12/23	Linkedin-ad Linkedin ad MISC CLAIM VENDOR	14.83	CC Accounting: 1000-		1000 202200 -414104-399			101000
12	CC-1250 10/16/23	Uber-travel conference travel UBER.COM	38.75	CC Accounting: 1000-		1000 202200 -414103-340			101000
13	CC-1250 10/16/23	Uber-travel conference travel UBER.COM	5.19	CC Accounting: 1000-		1000 202200 -414103-340			101000
14	CC-1250 10/16/23	Subway-Sarah meal reimbursed by Sarah G SUBWAY	18.90	CC Accounting: 1000-		1000 202200 -414103-340			101000
15	CC-1250 10/16/23	Allegiant-baggage fees baggage fees MISC CLAIM VENDOR	163.00	CC Accounting: 1000-		1000 202200 -414103-340			101000
16	CC-1250 10/19/23	Uber-travel conference travel UBER.COM	22.95	CC Accounting: 1000-		1000 202200 -414103-340			101000
17	CC-1250 10/19/23	Uber-travel conference travel UBER.COM	20.71	CC Accounting: 1000-		1000 202200 -414103-340			101000
18	CC-1250 10/20/23	MGM Grand-hotel conference hotel MISC CLAIM VENDOR	662.13	CC Accounting: 1000-		1000 202200 -414103-340			101000
19	CC-1250 10/20/23	MGM Grand-hotel conference hotel MISC CLAIM VENDOR	662.13	CC Accounting: 1000-		1000 202200 -414103-340			101000
20	CC-1250 10/20/23	Virgin Valley Cab conference travel MISC CLAIM VENDOR	32.62	CC Accounting: 1000-		1000 202200 -414103-340			101000
Total for Vendor:			425.98						

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114251	E	3161 VISA LIBRARY #1	456.09						
1	CC-1277	10/03/23 USPS	12.24			7000 202200			101000
		POSTAGE		CC Accounting: 7000-		-411600-661			
		US POSTAL SERVICE							
2	CC-1277	10/05/23 USPS	46.10			7000 202200			101000
		POSTAGE		CC Accounting: 7000-		-411600-661			
		US POSTAL SERVICE							
3	CC-1277	10/10/23 UPRINTING	132.57			7000 202200			101000
		MAGNETS		CC Accounting: 7000-		-411600-689			
		MISC CLAIM VENDOR							
4	CC-1277	10/10/23 UPRINTING	145.57			7000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 7000-		-411600-689			
5	CC-1277	10/24/23 WALMART	8.24			7000 202200			101000
		POPCORN OIL		CC Accounting: 7000-		-411600-649			
		WALMART							
6	CC-1277	10/24/23 HOBBY LOBBY	26.92			7000 202200			101000
		CRAFT SUPPLIES		CC Accounting: 7000-		-411600-649			
		HOBBY LOBBY							
7	CC-1277	10/26/23 ADOBE	32.39			7000 202200			101000
		CREATIVE CLOUD		CC Accounting: 7000-		-411600-497			
		MISC CLAIM VENDOR							
8	CC-1277	10/31/23 FACEBOOK	52.06			7000 202200			101000
		PROMOTIONS		CC Accounting: 7000-		-411600-689			
		MISC CLAIM VENDOR							
		Total for Vendor:	456.09						
114258	E	3162 VISA LIBRARY #2	779.55						
1	CC-1278	10/03/23 WALMART	181.74			7000 202200			101000
		PROGRAMMING SUPPLIES		CC Accounting: 7000-		-411600-649			
		WALMART							
2	CC-1278	10/10/23 USPS	75.81			7000 202200			101000
		POSTAGE		CC Accounting: 7000-		-411600-661			
		US POSTAL SERVICE							
3	CC-1278	10/11/23 USPS	56.73			7000 202200			101000
		POSTAGE		CC Accounting: 7000-		-411600-661			
		US POSTAL SERVICE							

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4	CC-1278	10/12/23 USPS	25.01			7000 202200			101000
		POSTAGE		CC Accounting: 7000-		-411600-661			
		US POSTAL SERVICE							
5	CC-1278	10/12/23 USPS	11.21			7000 202200			101000
		POSTAGE		CC Accounting: 7000-		-411600-661			
		US POSTAL SERVICE							
6	CC-1278	10/25/23 PANSY PLANTS	395.00			7000 202200			101000
		PLANTS		CC Accounting: 7000-		-411600-410			
		PANSY PLANTS LLC							
7	CC-1278	10/27/23 MICHAELS STORE	34.05			7000 202200			101000
		PROGRAMMING SUPPLIES		CC Accounting: 7000-		-411600-649			
		MICHAELS STORE #4818							
Total for Vendor:			779.55						
114272	E	4576 VISA LIBRARY #3	844.65						
1	CC-1279	10/02/23 AMAZON	44.56			7000 202200			101000
		BINDERS		CC Accounting: 7000-		-411600-410			
		AMAZON CAPITAL SERVICES							
2	CC-1279	10/02/23 AMAZON	155.43			7000 202200			101000
		PROGRAM SUPPLIES		CC Accounting: 7000-		-411600-649			
		AMAZON CAPITAL SERVICES							
3	CC-1279	10/07/23 AMAZON	29.98			7000 202200			101000
		DVD		CC Accounting: 7000-		-411600-664			
		AMAZON CAPITAL SERVICES							
4	CC-1279	10/13/23 AMAZON	33.35			7000 202200			101000
		PROGRAM SUPPLIES		CC Accounting: 7000-		-411600-649			
		AMAZON CAPITAL SERVICES							
5	CC-1279	10/16/23 AMAZON	401.02			7000 202200			101000
		PROGRAM SUPPLIES		CC Accounting: 7000-		-411600-649			
		AMAZON CAPITAL SERVICES							
6	CC-1279	10/20/23 AMAZON	66.64			7000 202200			101000
		CLOCKS		CC Accounting: 7000-		-411600-410			
		AMAZON CAPITAL SERVICES							
7	CC-1279	10/23/23 AMAZON	66.19			7000 202200			101000
		BULLETIN BOARD		CC Accounting: 7000-		-411600-641			
		AMAZON CAPITAL SERVICES							
8	CC-1279	10/25/23 AMAZON	47.48			7000 202200			101000
		POPCORN OIL		CC Accounting: 7000-		-411600-649			
		AMAZON CAPITAL SERVICES							

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Total for Vendor:			844.65						
114138	E	2438 VISA PLANNING	868.00						
Nov statement for Oct transactions									
1	CC-1260	10/04/23 Holiday Station Store	10.00			1000 202200			101000
car washes									
HOLIDAY STATIONSTORE #469									
2	CC-1260	10/03/23 American Planning Assoc.	858.00			1000 202200			101000
annual membership-Aaron Nelson									
AMERICAN PLANNING ASSOCIATION									
Total for Vendor:			868.00						
114132	E	2435 VISA POLICE #1	3,998.31						
1	CC-1266	10/03/23 flights for birney sorensen	1,425.31			1000 202200			101000
TRAVELOCITY									
2	CC-1266	10/03/23 lodging for jorgensen	322.12			1000 202200			101000
CRAGUN'S LODGING AND GOLF									
3	CC-1266	10/06/23 keyboard mouse	106.50			1000 202200			101000
AMAZON CAPITAL SERVICES									
4	CC-1266	10/10/23 cadets flashlights	366.46			1000 202200			101000
AMAZON CAPITAL SERVICES									
5	CC-1266	10/10/23 paracord rope	39.99			1000 202200			101000
AMAZON CAPITAL SERVICES									
6	CC-1266	10/10/23 keyboards	62.97			1000 202200			101000
AMAZON CAPITAL SERVICES									
7	CC-1266	10/10/23 color paper	22.18			1000 202200			101000
AMAZON CAPITAL SERVICES									
8	CC-1266	10/12/23 fuel PIT training	36.00			1000 202200			101000
PETRO SERVE USA #63									
9	CC-1266	10/13/23 project 12 frames	195.96			1000 202200			101000
AMAZON CAPITAL SERVICES									
10	CC-1266	10/18/23 taser adapters for molle	188.68			1000 202200			101000
FOUR BROTHERS									
11	CC-1266	10/19/23 headset	143.80			1000 202200			101000
AMAZON CAPITAL SERVICES									
12	CC-1266	10/19/23 transmitters, etc	541.67			2510 202200			101000
PROJECT LIFESAVER INTERNATIONAL									

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13	CC-1266	10/22/23 batteries	15.99			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 1000-	1000-	-421000-641			
14	CC-1266	10/22/23 mailing labels	9.61			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 1000-	1000-	-421000-410			
15	CC-1266	10/27/23 fuel/pearson	25.09			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-	1000-	-421000-340			
16	CC-1266	10/28/23 fuel/pearson	53.77			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-	1000-	-421000-340			
17	CC-1266	10/28/23 fuel/pearson	28.14			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-	1000-	-421000-340			
18	CC-1266	10/29/23 lodging/pearson	304.05			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-	1000-	-421000-340			
19	CC-1266	10/29/23 fuel/pearson	28.14			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-	1000-	-421000-340			
20	CC-1266	10/31/23 booth registration	81.88			1000 202200			101000
		EVENTBRITE		CC Accounting: 1000-	1000-	-421000-340			
Total for Vendor:			3,998.31						
114127	E	3233 VISA POLICE #2	4,197.74						
1	CC-1265	10/13/23 luggage/nielsen	30.00			1000 202200			101000
		AMERICAN AIRLINES		CC Accounting: 1000-	1000-	-421000-340			
2	CC-1265	10/18/23 luggage/nielsen	30.00			1000 202200			101000
		AMERICAN AIRLINES		CC Accounting: 1000-	1000-	-421000-340			
3	CC-1265	10/18/23 luggage/nielsen	30.00			1000 202200			101000
		AMERICAN AIRLINES		CC Accounting: 1000-	1000-	-421000-340			
4	CC-1265	10/14/23 ground trans for nielsen	8.94			1000 202200			101000
		UBER.COM		CC Accounting: 1000-	1000-	-421000-340			
5	CC-1265	10/15/23 ground trans for nielsen	13.91			1000 202200			101000
		UBER.COM		CC Accounting: 1000-	1000-	-421000-340			
6	CC-1265	10/15/23 ground trans for nielsen	19.92			1000 202200			101000
		UBER.COM		CC Accounting: 1000-	1000-	-421000-340			
7	CC-1265	10/15/23 ground trans for nielsen	9.39			1000 202200			101000
		UBER.COM		CC Accounting: 1000-	1000-	-421000-340			
8	CC-1265	10/19/23 airport parking	66.00			1000 202200			101000
		HECTOR INTERNATIONAL AIRPORT		CC Accounting: 1000-	1000-	-421000-340			
9	CC-1265	10/18/23 lodging/nielsen	1,329.86			1000 202200			101000
		HOMEWOOD SUITES BY HILTON SAN DIEGO		CC Accounting: 1000-	1000-	-421000-340			

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10	CC-1265	10/18/23 lodging/dura HOMEWOOD SUITES BY HILTON SAN DIEGO	1,329.86			1000 202200			101000
				CC Accounting: 1000-		-421000-340			
11	CC-1265	10/18/23 lodging/anderson HOMEWOOD SUITES BY HILTON SAN DIEGO	1,329.86			1000 202200			101000
				CC Accounting: 1000-		-421000-340			
Total for Vendor:			4,197.74						
114126	E	3234 VISA POLICE #3	660.11						
1	CC-1264	10/02/23 chiefs retirement HORNBAACHERS	550.23			1000 202200			101000
				CC Accounting: 1000-		-421000-375			
2	CC-1264	10/13/23 ground transportation/dura AMERICAN CAB	24.88			1000 202200			101000
				CC Accounting: 1000-		-421000-340			
3	CC-1264	10/18/23 ground transportation/dura AMERICAN CAB	19.00			1000 202200			101000
				CC Accounting: 1000-		-421000-340			
4	CC-1264	10/19/23 airport parking/dura HECTOR INTERNATIONAL AIRPORT	66.00			1000 202200			101000
				CC Accounting: 1000-		-421000-340			
Total for Vendor:			660.11						
114125	E	3244 VISA POLICE #4	66.00						
1	CC-1263	10/19/23 airport parking HECTOR INTERNATIONAL AIRPORT	66.00			1000 202200			101000
				CC Accounting: 1000-		-421000-340			
Total for Vendor:			66.00						
114123	E	4300 VISA POLICE #5	99.63						
1	CC-1262	10/03/23 PIT fuel training PETRO SERVE USA #63	42.89			1000 202200			101000
				CC Accounting: 1000-		-421000-340			
2	CC-1262	10/03/23 PIT fuel training PETRO SERVE USA #63	43.74			1000 202200			101000
				CC Accounting: 1000-		-421000-340			
3	CC-1262	10/22/23 pkg mailed UNITED PARCEL SERVICE	13.00			1000 202200			101000
				CC Accounting: 1000-		-421000-661			
Total for Vendor:			99.63						
114122	E	4301 VISA POLICE #6	170.13						
2	CC-1261	10/09/23 swearing in new chief HORNBAACHERS	59.99			1000 202200			101000
				CC Accounting: 1000-		-421000-375			
3	CC-1261	10/09/23 pit fuel training PETRO SERVE USA #63	32.58			1000 202200			101000
				CC Accounting: 1000-		-421000-340			
4	CC-1261	10/09/23 swearing in new chief PARTY CITY	22.36			1000 202200			101000
				CC Accounting: 1000-		-421000-375			

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5	CC-1261	10/11/23 fuel for training	55.20			1000 202200			101000
	PILOT STORE #590			CC Accounting: 1000-		-421000-340			
		Total for Vendor:	170.13						
114158	E	2423 VISA PUBLIC WORKS #1	6,097.03						
1	CC-1273	10/04/23 UNIELETR	253.34			1000 202200			101000
	RADWELL INTERNATIONAL			CC Accounting: 1000-		-430000-427			
2	CC-1273	10/06/23 B KROG HIP WADERS	354.70			6025 202200			101000
	SCHEELS			CC Accounting: 6025-		-450000-422			
3	CC-1273	10/14/23 C JOCHIM PANTS	64.49			1000 202200			101000
	CARHARTT			CC Accounting: 1000-		-455000-422			
4	CC-1273	10/16/23 BG VEH REGISTRATION	45.50			1000 202200			101000
	DMV FARGO BRANCH			CC Accounting: 1000-		-455000-610			
5	CC-1273	10/16/23 BG VEHI REGISTRATION	41.50			1000 202200			101000
	DMV FARGO BRANCH			CC Accounting: 1000-		-455000-610			
6	CC-1273	10/18/23 M KNODEL SHIRT	42.99			6020 202200			101000
	FLEET FARM			CC Accounting: 6020-		-450000-422			
7	CC-1273	10/19/23 PW EE APP LUNCH	251.32			6020 202200			101000
	SAM'S CLUB			CC Accounting: 6020-		-450000-490			
8	CC-1273	10/19/23 BLEACH	19.76			6020 202200			101000
	SAM'S CLUB			CC Accounting: 6020-		-450000-500			
9	CC-1273	10/25/23 ST VEH REGISTRATION	22.75			1000 202200			101000
	DMV FARGO BRANCH			CC Accounting: 1000-		-430000-610			
10	CC-1273	10/25/23 SW VEH REGISTRATION	22.75			6025 202200			101000
	DMV FARGO BRANCH			CC Accounting: 6025-		-450000-610			
11	CC-1273	10/27/23 TRANSDUCERS	4,559.27			6025 202200			101000
	TRANSDUCERS DIRECT LLC			CC Accounting: 6025-		-450000-825			
12	CC-1273	11/01/23 J FREEMAN CLOTHES	313.15			6025 202200			101000
	CARHARTT			CC Accounting: 6025-		-450000-422			
13	CC-1273	10/31/23 T BUCHOLZ WATER TESTING	105.51			6020 202200			101000
	WINGATE BISMARCK			CC Accounting: 6020-		-450000-340			
		Total for Vendor:	6,097.03						
114159	E	4256 VISA PUBLIC WORKS #2	4,372.04						
1	CC-1274	10/02/23 LENS WIPES	34.64			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-450000-639			
2	CC-1274	10/02/23 J MOLL PANTS	59.99			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-455000-422			

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3	CC-1274	10/03/23 NYLON GLOVES	20.09			6020 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 6020-		-450000-639			
4	CC-1274	10/03/23 CABLE COVER RAMPS	117.96			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-455000-497			
5	CC-1274	10/05/23 LED LIGHTS	26.99			6025 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 6025-		-450000-639			
6	CC-1274	10/05/23 OUTREACH SUPPLIES - FO	392.05			2210 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 2210-		-428000-375			
7	CC-1274	10/05/23 SHOP TOWELS	207.78			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-455000-433			
8	CC-1274	10/05/23 J MOLL PANTS - RET	-59.99			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-455000-422			
9	CC-1274	10/06/23 CLEANING WIPES	93.05			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-455000-433			
10	CC-1274	10/06/23 J MOLL PANTS	64.99			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-455000-422			
11	CC-1274	10/17/23 SAFETY GLASSES	51.00			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-450000-639			
12	CC-1274	10/18/23 GARAGE DOOR OPENERS	1,149.00			6020 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 6020-		-450000-420			
13	CC-1274	10/19/23 RACHETS	248.22			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-455000-432			
14	CC-1274	10/19/23 NITRILE GLOVES	95.92			6025 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 6025-		-450000-639			
15	CC-1274	10/20/23 GARAGE DOOR OPENERS	114.90			6020 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 6020-		-450000-420			
16	CC-1274	10/23/23 RACHETS	465.17			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-455000-432			
17	CC-1274	10/24/23 PLOW STAKES	389.99			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-430000-358			
18	CC-1274	10/25/23 WINTER GLOVES	71.96			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-430000-639			
19	CC-1274	10/26/23 POWER INVERTER	58.99			6025 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 6025-		-450000-433			
20	CC-1274	10/26/23 WINTER GLOVES	132.34			6025 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 6025-		-450000-639			
21	CC-1274	10/27/23 POST DRIVER	217.32			1000 202200			101000
	COUNTRY ENTERPRISES, INC.			CC Accounting: 1000-		-430000-487			

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Claim/ Line #	Check Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
22	CC-1274	10/28/23 HDMI	25.48			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-450000-410			
23	CC-1274	10/28/23 WINTER GLOVES	119.63			6020 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 6020-		-450000-639			
24	CC-1274	10/30/23 LATEX GLOVES	147.02			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-455000-639			
25	CC-1274	10/30/23 LED LIGHTS	127.55			6025 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 6025-		-450000-639			
Total for Vendor:			4,372.04						
113995	109914S	544 WALLWORK TRUCK CENTER	1,452.39						
	11/6/23	Commission Meeting							
1	01P422545	10/13/23 388 SPRAY MATE END MOUNT	126.89			1000 430000	427		101000
2	01P424661	10/19/23 415 RADIATOR	667.21			6010 450200	427		101000
3	01P428921	11/01/23 4101 FUEL ELEMENT	207.99			6010 450200	427		101000
4	01P422399	10/13/23 AIR DRYER CARTRIDGE	257.26			6010 450200	427		101000
5	01P424258	10/18/23 262 2W SC4707 KIT RET	-112.00			6020 450000	427		101000
6	01P420728	10/17/23 BRAKE CHAMBER	305.04			6010 450200	427		101000
114220		544 WALLWORK TRUCK CENTER	409.88						
	11/20/23	Commission Meeting							
1	01P428927	11/07/23 SA FUEL ELEMENT	207.99			6010 450200	427		101000
2	01P431334	11/08/23 3100 STRAP/BOLT KIT	63.32			1000 430000	427		101000
3	01P429897	11/03/23 7042 TAPE	138.57			4387 480000	427		101000
114358		544 WALLWORK TRUCK CENTER	454.15						
	11/20/23	Commission Meeting							
1	01P422540	10/13/23 4100 FUEL FILTER	150.08			6010 450200	427		101000
2	01P428472	10/31/23 AIR DRYER CARTRIDGE	148.14			1000 430000	427		101000
3	01P428255	10/30/23 AIR DRYER CARTRIDGE	147.76			1000 430000	427		101000
4	01P418020	10/02/23 SEALANT	8.17			6025 450000	433		101000
114375		544 WALLWORK TRUCK CENTER	34.48						
	11/20/23	Commission Meeting							
1	01P433458	11/15/23 7043 HOSE REPAIR	34.48			4387 480000	427		101000
Total for Vendor:			2,350.90						

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114319		576 WALMART COMMUNITY CARD	68.38								
1	11/15/23	cfmh items	41.32			1000		421000	285		101000
2	11/15/23	cfmh items	27.06			1000		421000	285		101000
		Total for Vendor:	68.38								
114015	109916S	2625 WEST FARGO POLICE PUBLIC SAFETY	605.00								
1	066 10/14/23	new cadet membership	105.00			1000		421000	375		101000
2	065 10/14/23	n2u activities	500.00			2500		415000	945		101000
		Total for Vendor:	605.00								
114000	109918S	2184 WEST SIDE STEEL	98.69								
	11/6/23	Commission Meeting									
1	7336 10/13/23	FLAT BAR	56.82			1000		430000	427		101000
2	7332 10/13/23	G REC TUBE	41.87			1000		430000	427		101000
114201		2184 WEST SIDE STEEL	439.15								
**Check #109244 was delivered to wrong PO box and cashed by wrong vendor (Prairie Supply). So we need to reissue a check to West Side Steel for CL											
112977, 113020, 113021, 113032 and get the money back from Prairie Supply. See original invoices attached to the original claims and email string attached here.											
1	7079 09/13/23	Sheet Metal	21.26			6010		450200	914		101000
2	7077 09/12/23	Sheet Metal	100.75			6010		450200	914		101000
3	6958 08/30/23	Sheet Metal	249.98			6020		450000	432		101000
4	7042 09/07/23	Pipe Tube	51.69			6010		450200	914		101000
5	7054 09/08/23	Sheet Metal	15.47			6020		450000	432		101000
114209		2184 WEST SIDE STEEL	111.43								
	11/20/23	Commission Meeting									
1	7523 11/07/23	1/8" SHEET METAL	111.43			6010		450200	914		101000
		Total for Vendor:	649.27								
114234	109924S	3549 WEX	2,452.04								
1	11/17/23	Med FSA - 11/17/23 payroll	268.74			1000		212530			101000
2	11/17/23	Dep FSA - 11/17/23 payroll	2,183.30			1000		212523			101000
		Total for Vendor:	2,452.04								

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114153	-99437E	4676 WEX ELECTRONIC BIWEEKLY	27,226.70						
11.03.23		payroll							
1	11/03/23	HSA Contributions - ER	9,691.59			1000 212530			101000
2	11/03/23	HSA Contributions - EE	17,535.11			1000 212530			101000
		Total for Vendor:	27,226.70						
114157		807 WEX HEALTH, INC	671.75						
1	0001830430	10/31/23 COBRA/FSA/HSA - Oct	671.75			1000 414103	307		101000
		Total for Vendor:	671.75						
114176		569 WF ANIMAL HOSPITAL	3,478.86						
1	272872	10/31/23 oct 2023 pound fee	3,443.25			1000 421000	396		101000
2	272127	10/31/23 k9 bella medical	35.61			1000 421000	915		101000
		Total for Vendor:	3,478.86						
114291		5095 WHITE CAP LP	1,200.00						
11/20/23		COMMISSION MEETING							
1	0024287052	10/26/23 GEOTEXTILE WINFAB	800.00			1000 430000	722		101000
2	0024320001	10/30/23 GEOTEXTILE WINFAB	400.00			1000 430000	722		101000
		Total for Vendor:	1,200.00						
114353		4283 WINTER EQUIPMENT	8,809.06						
11/20/23		Commission Meeting							
1	IV57059	11/01/23 CURB RUNNERS/BOLT HOLES	8,809.06			1000 430000	381		101000
		Total for Vendor:	8,809.06						
114278		4003 WM CORPORATE SERVICES INC	97,733.50						
11/20/23		COMMISSION MEETING							
1	6747638	11/01/23 SANITATION BLDG DROPSITE	1,244.80			6010 450200	916		101000
2	6747639	11/01/23 COWF RECYCLING	89,019.90			6010 450200	916		101000
3	6747637	11/01/23 WATER TOWER DROPSITE	7,468.80			6010 450200	916		101000
		Total for Vendor:	97,733.50						

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
113984	109922S	338 XCEL ENERGY	9,517.72								
	11/6/23	Commission Meeting									
1	851073709	10/30/23 800 4TH AVE E	9,451.64			1000		415000	351		101000
2	850343763	10/24/23 60L 12TH ST E	66.08			6025		450000	351		101000
113986	109922S	338 XCEL ENERGY	1,590.37								
	11/6/23	Commission Meeting									
1	850517029	10/25/23 698 9TH ST E ST LIGHT FEED	44.68			1000		430002	391		101000
2	850517029	10/25/23 400 9TH ST E SIGNAL	42.25			1000		430002	391		101000
3	850517029	10/25/23 299 W MAIN SIGNALS	47.83			1000		430002	391		101000
4	850517029	10/25/23 SA17	71.30			6025		450000	351		101000
5	850517029	10/25/23 597 13TH AVE E ST LIGHT FEE	98.66			1000		430002	391		101000
6	850517029	10/25/23 104 MAIN AVE W ST LIGHT FEE	52.91			1000		430002	391		101000
7	850517029	10/25/23 81 CENTER ST LIGHT	24.54			1000		430002	391		101000
8	850517029	10/25/23 847 MAIN AVE E SIGNAL LIGHT	114.50			1000		430002	391		101000
9	850517029	10/25/23 1665 MAIN AVE E SIGNAL LIGH	121.47			1000		430002	391		101000
10	850517029	10/25/23 10 22ND ST E ST LIGHT FEED	19.62			1000		430002	391		101000
11	850517029	10/25/23 2250 MAIN AVE E ST LIGHT FE	9.93			1000		430002	391		101000
12	850517029	10/25/23 518 13TH AVE NW ST LIGHT FE	115.37			1000		430002	391		101000
13	850517029	10/25/23 1210 MAIN AVE W	84.11			1000		430002	391		101000
14	850517029	10/25/23 810 12TH AVE NW VECH STORAG	352.52			6020		450000	351		101000
15	850517029	10/25/23 701 MAIN AVE W LIGHT	120.99			1000		430002	391		101000
16	850517029	10/25/23 212 12TH AVE NW	251.11			1000		430002	391		101000
17	850517029	10/25/23 231 4TH AVE W	18.58			1000		430002	391		101000
113998	109922S	338 XCEL ENERGY	226.24								
	11/6/23	Commission Meeting									
1	850359083	10/24/23 1100 12TH AVE NW SALT SHED	33.15			6020		450000	351		101000
2	851286205	10/31/23 3150 SHEYENNE - LIGHTS COMM	102.26			2310		452120	527		101000
3	851482444	11/01/23 3050 SHEYENNE - LIGHTS PARK	90.83			2310		452120	527		101000
114006	109922S	338 XCEL ENERGY	20.13								
1	850333591	09/24/23 603/605 sheyenne	20.13			1000		421000	527		101000

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
114196		338 XCEL ENERGY	8,603.94								
	11/20/23	Commission Meeting									
1	851537748	11/01/23 735 7TH AVE NW LIGHTS	40.97			1000		430002	391		101000
2	852270626	11/07/23 SM67/SM70	80.71			6025		450000	351		101000
3	851798610	11/03/23 800 4TH AVE E	662.65			1000		415000	351		101000
4	851827118	11/03/23 800 4TH AVE E	7,819.61			1000		415000	351		101000
114197		338 XCEL ENERGY	10,745.71								
	11/20/23	Commission Meeting									
1	851589894	11/02/23 WL11/WT3	98.95			6020		450000	351		101000
2	11/02/23	WT4/MEADOWRIDGE	100.82			6020		450000	351		101000
3	11/02/23	SA2	40.14			6025		450000	351		101000
4	11/02/23	SA7	69.41			6025		450000	351		101000
5	11/02/23	SA5	121.29			6025		450000	351		101000
6	11/02/23	SA11	84.22			6025		450000	351		101000
7	11/02/23	WT2/SAN SHOP	733.39			6020		450000	351		101000
8	11/02/23	SM29	99.26			6025		450000	351		101000
9	11/02/23	SM23	623.74			6025		450000	351		101000
10	11/02/23	SA9	91.73			6025		450000	351		101000
11	11/02/23	SM22	402.90			6025		450000	351		101000
12	11/02/23	SM24	852.90			6025		450000	351		101000
13	11/02/23	SM20/SM21	87.11			6025		450000	351		101000
14	11/02/23	SA15	141.48			6025		450000	351		101000
15	11/02/23	SM45	84.24			6025		450000	351		101000
16	11/02/23	PW BUILDING	2,917.76			6020		450000	351		101000
17	11/02/23	SA40	2,679.13			6025		450000	351		101000
18	11/02/23	SM63	36.49			6025		450000	351		101000
19	11/02/23	2800 SHEYENNE ST LIFT STATION	37.65			6025		450000	351		101000
20	11/02/23	3000 4TH ST E LIFT STATION	36.48			6025		450000	351		101000
21	11/02/23	SM64	238.11			6025		450000	351		101000
22	11/02/23	SA43	34.84			6025		450000	351		101000
23	11/02/23	SM65	211.62			6025		450000	351		101000
24	11/02/23	GOLDENWOOD BUBBLER	137.45			6025		450000	351		101000
25	11/02/23	4015 4TH ST W PW GARAGES	52.91			6020		450000	351		101000
26	11/02/23	1100 12TH AVE NW	36.10			6020		450000	351		101000
27	11/02/23	2210 SHEYENNE ST	35.70			6025		450000	351		101000

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
28	11/02/23	SA47	201.70			6025 450000	351		101000
29	11/02/23	SHEYENNE PLAZA	246.90			2310 452120	527		101000
30	11/02/23	402 1ST AVE STREET LIGHT FEED	72.88			1000 430002	391		101000
31	11/02/23	WELL HOUSE	126.67			6025 450000	351		101000
32	11/02/23	EMERGENCY SIREN	11.74			1000 430002	803		101000
114392		338 XCEL ENERGY	947.11						
1	6685031	11/07/23 FD October utility billing	947.11			2060 415200	527		101000
Total for Vendor:			31,651.22						
# of Claims			419	Total:		3240,350.36		# of Vendors	240
Total Electronic Claims						829,762.15			
Total Non-Electronic Claims						2410588.21			

** 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]

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: November 20, 2023

Subject: City Owned Right-of-Way within city limits of West Fargo

Action: Authorize staff to initiate a Season Shutdown for all non-emergent permitting and utility work in the coming weeks (weather dependent).

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:

Police and Fire

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:

Administration/Finance

City Administrator

Dustin T. Scott

Assistant City Administrator

Vacant

New Information and Recommendation:

Each year once the ground has frozen the City implements a “Season Shutdown” for all non-emergent Right-of-Way activities for established residential and commercial areas within City owned Right-of-Way. The City does continue to allow the installation of service drops to buildings within their property as well at utilities in non-established new developments. Initiating a “Season Shutdown” provides safety and integrity to City Infrastructure.

The following documents are attached for review/consideration:

- Draft letter to be sent to COWF Right-of-Way contractors regarding Season Shutdown (once a date has been set in stone)

Staff Recommendation: Authorize Staff to Initiate a Season Shutdown

Previously Presented Information and Commission Actions:

November 6, 2023 – Engineering Staff recommended and City Commission approved to initiate a season shutdown for all non-emergent **hard surface** work within the City owned Right-of-Way.

May 1, 2023 – Engineering Staff recommended and City Commission approved authorization to lift Right-of-Way season shutdown and approve draft letter to be sent to previous registered contractors.

December 5, 2022- Engineering staff recommended and City Commission approved to initiate a season shutdown for **all** non-emergent permitting and utility work, and directed staff to send a “Season Shutdown Notice” to all registered contractors.

November 7, 2022 – Engineering Staff recommended and City Commission approved to initiate a season shutdown for all non-emergent **hard surface** work within the City owned Right-of-Way

Date: **TBD, 2023**

To: Utility Provider/Contractor

From City of West Fargo Engineering Department

RE: Season Shutdown Notice

This notice is to inform you that on **TBD 2023** a “Season Shut-Down” will go into effect for all non- emergent right-of-way activities for established residential and commercial areas. The City will no longer accept and/or approve any right-of-way permits for ROW work unless otherwise deemed a necessary emergency and approved by the Engineering Department. The City will continue to allow the installation of service drops to buildings within their property as well as utilities in any new undeveloped areas. All work within the right-of-way shall cease when the frost depth compromises the integrity of city infrastructure.

Finally, there are several locations where work has been performed without completed site restorations. These permits are considered open and active and are receiving a daily fee. All permits awaiting restoration will stop receiving a daily fee once the **TBD, 2023** shut-down goes into effect. In the coming spring when this shut-down is lifted these permits will at that time start to received a daily fee again until restoration has been completed at those sites. No permit(s) will be accepted or approved in the Spring for any utility provider or contractor that has sites still needing restoration.

If you have not done so please sign up on our website for notifications related to excavation. Once signed up you will receive notifications to any need to know information related to Excavation and/or permitting. If you have questions regarding this notice, please contact Kayla Volness or Benji Schwartz with the Engineering Department at 701-515-5100.

Find the sign up notify me portion on our website here:

[Notify Me • West Fargo, ND • CivicEngage \(westfargond.gov\)](#)

Thank you,

Engineering Staff



"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:

Police and Fire

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:

Administration/Finance

City Administrator

Vacant

Assistant City Administrator

Dustin T. Scott

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: November 20, 2023

Subject: Project No. 9036 – I-94 and 26th St W

Action: Approve Right-of-Way Purchase Agreement with Ocho Indy, LLC.

New Information and Recommendation:

At the August 21, 2023 Commission meeting, the Commission approved the purchase of land for a future 26th Street W and I-94 interchange in the amount of \$1,075,720. Legal staff has drafted the purchase agreement to be approved.

The following documents are attached for review/consideration:

- Purchase Agreement

Staff Recommendation: Approve Right-of-Way purchase agreement with Ocho Indy, LLC.

Policy Analysis:

Per the MetroCOG NW Transportation Plan, the ultimate establishment of a north/south corridor on the west side of the City is critical for traffic mobility. 26th Street was recommended in that study as the preferred north/south route to connect future expansion areas of the City of West Fargo.

Financial Analysis:

The purchase price is negotiated to cost \$8/SF for the lot which is 134,465 SF. This amounts to a purchase price of \$1,075,720. Not included in the cost of this purchase is the City of West Fargo assuming the existing special assessments that are currently on the property in the amount of \$106,936.58 so the total cost encumbered with the acquisition of this lot is \$1,182,656.58. It is proposed to utilize Economic Development Sales Tax funds for this purchase.

Previously Presented Information and Commission Actions:

August 7, 2023 -

- Staff Recommendation: Authorize Staff and Legal to enter into negotiations for a land acquisition for a future 26th Street W and I-94 interchange. (Hazer Property)
- Commission Action: Commissioner George moved and Commissioner Olson seconded to approve. Commissioner Simmons was absent and not voting. No opposition, motion carried.

March 20, 2023 -

- Staff Recommendation: Authorize Staff and Legal to enter into negotiations for a land acquisition for a future 26th Street W and I-94 interchange.
- Commission Action: Commissioner Simmons moved and Commissioner George seconded to approve. No opposition, motion carried.

August 21, 2023 -

- **Staff Recommendation:** Authorize purchase of land for a future 26th Street W and I-94 interchange
- **Commission Action:** Commissioner Simmons moved and Commissioner Olson seconded to approve. No opposition, motion carried.

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the “Agreement”) is made this _____ day of _____, 2023 (“Effective Date”), by and between the **City of West Fargo**, a political subdivision of the State of North Dakota (“City”), whose post office address is 800 – 4th Ave. E, West Fargo, North Dakota 58078, and **Ocho Indy, LLC** (“Seller”), a North Dakota limited liability company, whose post office address is 300 – 23rd Ave. E., STE 300, West Fargo, North Dakota 58078-7820.

RECITALS

WHEREAS, Seller owns certain real property located in Cass County, North Dakota, identified in Section 1 below (the “Property”); and

WHEREAS, the City wishes to buy the Property, which is legally described in Section 1 below; and

WHEREAS, Seller is willing to sell the Property and the City is willing to buy the Property, both according to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual terms, covenants, conditions, and agreements contained herein, it is hereby agreed by and between the parties as follows:

AGREEMENT

1. **The Property.** Seller agrees to sell and the City agrees to purchase the following described real property, located in Cass County, State of North Dakota, and legally described as follows:

Parcel 1:

Lots 1 through 6 and Lots 17 through 22, all in Block 2, MEADOW BROOK PARK SUBDIVISION, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota.

Said tract contains 134,465 square feet, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

AND

Parcel 2:

That part of dedicated Northern Pacific Avenue lying east of the southerly extension of the west line of Lot 17, Block 2, MEADOW BROOK PARK SUBDIVISION, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota.

Said tract contains 24,009 square feet, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any

(Parcels 1 and 2 are collectively referred to as the “Property”).

- a. **Purchase Price and Payment.** The total purchase price for the Property will be the sum of ONE MILLION SEVENTY-FIVE THOUSAND SEVEN HUNDRED TWENTY DOLLARS (\$1,075,720), (the “Purchase Price”), payable as follows: Upon the delivery of a Warranty Deed by the Seller for Parcel 1 and a Quit Claim Deed for Parcel 2, conveying the Property to the City, or to such other persons as City may designate, the entire Purchase Price, less any credits to City, will be payable in cash upon closing.
2. **Date of Closing.** This transaction will close on or before the 30th day after the Effective Date (or the next business day thereafter if such 30th day is not a business day), subject to any extension of time herein granted in the event title to the Property should be found unmarketable (“Date of Closing”).
3. **Seller’s Obligations.** Seller agrees to execute and deliver a Warranty Deed conveying marketable title to Parcel 1, subject only to (“Permitted Encumbrances”): (a) building and zoning laws, ordinances, state and federal regulations; (b) real estate taxes and special assessments not yet due and payable; (iii) easements, reservations, covenants, restrictions and the like of record; and (iv) mineral reservations of anyone other than Seller. Seller agrees to execute and deliver a Quit Claim Deed for Parcel 2.
4. **City’s Obligations.** Subject to the performance by the Seller, the City’s obligation to consummate the transaction contemplated by this Agreement is contingent upon the following:
 - a. Seller’s ability to convey marketable title to the Property on the Date of Closing, free and clear of any and all liens or encumbrances whatsoever except the Permitted Encumbrances approved by Buyer.
 - b. City obtaining a certificate of survey at Seller’s expense confirming the boundaries substantially as represented by the Seller, without encroachments.Upon the failure of any of the foregoing contingencies, at the option of the City exercised by written notice to Seller prior to the Date of Closing, this Agreement will terminate and be of no further force or effect.
5. **Condition of the Property.** City accepts the Property in “AS IS,” “WHERE AS,” and with “ALL FAULTS” condition.
6. **Title to the Property.** Seller and City acknowledge that title to Parcel 1 is currently in the name of the Seller and Parcel 2 is currently platted road right of way. Seller will furnish an Abstract of Title or a Registered Property Abstract certified to date to include proper searches covering bankruptcies and state and federal judgments and liens. City will have fifteen (15)

days after receipt of the abstract to examine the title and to make any objections to the title. City must make any objections in writing. If City makes any objections, Seller will have thirty (30) days to make the title marketable. Pending correction of title, the payments required by this Agreement will be postponed. Within fifteen (15) days after written notice to City that Seller has corrected the title, the parties shall perform this Agreement according to its terms. If the title is not marketable and is not made so within thirty (30) days from the date of written objections, this Agreement will be null and void at the option of City, and neither party will be liable for damages to the other. Seller will refund all money paid by City. If the title to property is marketable or is made so within the time allowed, and City defaults in any of the agreements and continues in default for ten (10) days, then Seller may terminate this contract and retain the Earnest Money, if any, as liquidated damages.

7. **Specific Performance**. Neither party will be deprived of the right of enforcing the specific performance of this contract. Any action to enforce specific performance must be started within six (6) months after the right of action arises.
8. **Real Estate Tax**. The real estate taxes for the year in which closing occurs will be prorated through the Date of Closing. The parties agree that the tax proration at closing will be final and not subject to adjustment.
9. **Special Assessments**. The special assessments for the year in which closing occurs will be prorated through October 27, 2023, regardless of the Date of Closing, meaning Seller shall give City a credit at closing for the 2023 special assessment installment in an amount of \$7,236.02, and City shall be responsible to pay the 2023 special assessments for the Property when due. City shall also assume all installments of special assessments for 2024 and subsequent years.
10. **Inspection of the Property**. Seller authorizes City, or such other person as City may designate, to enter the Property for inspection prior to the Date of Closing at any time between the execution of this Agreement and the Date of Closing.
11. **Closing**. On the Date of Closing:
 - a. Seller will:
 - i. Deliver a Warranty Deed for Parcel 1 to City, free and clear of all liens, charges and encumbrances, except the Permitted Encumbrances and deliver a Quit Claim Deed for Parcel 2 to City; and
 - ii. Deliver all other documents affecting title to and possession of the subject premises and reasonably necessary to transfer or assign the same to City, and with respect to Parcel 1, free and clear of all liens, charges and encumbrances, except the Permitted Encumbrances.
 - b. City will deliver to Seller the Purchase Price less any credits to the City.

- c. The closing shall occur at The Title Company and The Title Company shall be the closing agent.
12. **Closing Costs.** The Seller will be responsible for the cost of updating the abstract and the costs to release any and all liens, mortgages, or other encumbrances encumbering the Property. The City shall be responsible for the cost to prepare the Warranty Deed and Quit Claim Deed, the cost to record the Warranty Deed and Quit Claim Deed, and any other expenses that it incurs. The Seller and the City shall each be responsible to pay for one-half of the closing fees charged by The Title Company. Each party shall be solely responsible for its attorney's fees and costs and any other costs that are not specifically identified in this Section 12.
13. **Representations and Warranties.** Seller represents and warrants to the City that:
- a. Seller, on the Date of Closing, will have complied with all of its obligations hereunder, unless such compliance has been waived in writing by City, and all representations and warranties made hereunder will be true and correct on said date.
 - b. On the date of closing, Seller will own the subject premises free and clear of all liens, charges and encumbrances, except the Permitted Encumbrances.
 - c. To the best of Seller's actual knowledge, without the duty of inquiry or diligence, there are no hazardous materials on the Property in violation of law, rule ordinance or the like. City may enter the Property at any date after the effective date of this Agreement to investigate and survey the Property for hazardous material. The City may terminate this Agreement in the event hazardous materials are discovered prior to the Date of Closing by giving Seller written notice of cancellation of the Agreement.

Seller hereby agrees that the truthfulness of each of said representations and warranties and all other representations and warranties herein made is a condition precedent to the performance by City of its obligations hereunder.

14. **Breach of Representation or Warranty.** Upon the breach of any representation or warranty hereof, City may, prior to the Date of Closing, declare this Agreement to be null and void, or City may elect to close this sale. If City elects to declare this Agreement null and void in writing (citing the express breach by Seller), all money paid will be immediately refunded to City and, upon such refund, neither party will have any further rights or obligations hereunder.
15. **Contract.** This contract will be held by the Buyer for the mutual benefit of the parties.
16. **Notice.** Any notice or election required or permitted to be given or served by any party to this Agreement upon any other will be deemed given or served in accordance with the provisions of this Agreement if said notice or election is (a) delivered personally, or (b) mailed by United States certified mail, return receipt requested, postage prepaid and in any case properly addressed as follows:

If to City: City Administrator
800 – 4th Ave. E.
West Fargo, ND 58078

If to Seller: OCHO INDY, LLC
Attn: Austin J. Morris
300 – 23rd Ave. E., STE 300,
West Fargo, ND 58078-7820

Each such mailed notice or communication will be deemed to have been given on the date the same is deposited in the United States mail. Each such delivered notice or communication will be deemed to have been given upon the delivery. Any party may change its address for service of notice in the manner specified in this Agreement.

17. **Foreign Investment in Real Property Tax Act (“FIRPTA”).** Seller is not a “foreign person” as defined in Section 1445(b)(2) of the Internal Revenue Code of 1986, as amended and the related regulations.
18. **Time is of the Essence.** Time is of the essence of each provision of this entire contract and of all the conditions thereof.
19. **Entire Agreement.** This Agreement constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties with respect to the subject premises. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties.
20. **No Forbearance.** The failure or delay of any party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right to enforce each and every term of this Agreement.
21. **Remedies.** Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the parties thereto under and pursuant to this Agreement.
22. **Binding Effect.** All covenants, agreements, warranties and provisions of this Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns, and will continue in force and effect and be binding after the Date of Closing and delivery of the Warranty Deed. When used herein, the singular will include the plural, the plural will include the singular, and the use of one gender will include all other genders, as and when the context so requires.

23. **Governing Law.** This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.
24. **Severability.** If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable.
25. **Modifications.** Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.
26. **Cooperation.** The parties agree to cooperate fully, to execute any and all additional documents, and to take any and all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement and to accomplish the purposes of this Agreement.
27. **Representation.** The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other parties.
28. **Headings.** Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.
29. **Right of First Refusal.** If City in its sole and exclusive judgment determines (i) any of the Property is not needed for governmental purposes and (ii) determines to dispose of any part thereof to anyone other than a governmental entity within a period of ten (10) years commencing on the Date of Closing, City shall first offer to sell the same part or portion of the Property back to Seller at \$8.00 per square foot.

(Signatures contained on the following pages.)

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

City:

CITY OF WEST FARGO

By: _____
Bernie Dardis, President of the Board
of City Commissioners

By: _____
Dustin Scott, Acting City Administrator

SELLER:

Ocho Indy, LLC

By: BAM Holdings, LLP, its Manager

By: _____
Austin J. Morris, Partner

**APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (2-2023)

Applying for (check one)



Local Permit



Restricted Event Permit*

Games to be conducted



Raffle by a Political or Legislative District Party



Bingo



Raffle



Raffle Board



Calendar Raffle



Sports Pool



Poker*



Twenty-One



Paddlewheels*

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

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

ORGANIZATION INFO

Name of Organization or Group Freedom PTA		Dates of Activity (Does not include dates for the sales of tickets) 11/16/2023	
Organization or Group Contact Person Lauren Hanna	E-mail Treasurer-Elect	Telephone Number 936-870-6102	
Business Address 401 26th Ave E	City West Fargo	State ND	ZIP Code 58078
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Freedom Elementary School		County Cass	
Site Physical Address 401 26th Ave E	City West Fargo	State ND	ZIP Code 58078
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) 11/16/23 - Bingo + Raffle			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle-50/50	Winner gets half/WFPS Food bank gets half	\$200
Bingo	Winners receive purchased gift cards	\$450
Total (limit \$40,000 per year)		\$ 650

Intended Uses of Gaming Proceeds**Donate to West Fargo Public Schools' Food Bank**

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)

☐ Yes ☒ No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)

☐ Yes ☒ No

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)

☒ No ☐ Yes - Total Retail Value: (This amount is part of the total prize limit for \$40,000 per fiscal year)

Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 62880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)

☐ Yes ☒ No

Name Lon Steinbrink	Title President	Telephone Number 701-360-0963	E-mail Address freedomflyerspta@freedompta.net
Signature of Organization or Group's Top Official [Signature]		Title President	Date 11/16/23



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (2-2023)

Applying for (check one)

☐

Local Permit

☒

Restricted Event Permit*

Games to be conducted

☐

Raffle by a Political or Legislative District Party

☐

Bingo

☒

Raffle

☐

Raffle Board

☐

Calendar Raffle

☐

Sports Pool

☒

Poker*

☐

Twenty-One

☐

Paddlewheels*

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

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

ORGANIZATION INFO

Name of Organization or Group Friends of Leroy Turner		Dates of Activity (Does not include dates for the sales of tickets) January 6 2024	
Organization or Group Contact Person Steve Madsen	E-mail smad01b@gmail.com	Telephone Number 701 540 1907	
Business Address 61 15th Ave N	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Doubletree by Hilton	County Cass		
Site Physical Address 825 E Beaton Dr	City West Fargo	State ND	ZIP Code 58078
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Raffle Drawing on January 6th 2024			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Poker	80% of buy-in	not to exceed \$8,000
Raffles	50% of money from sales	not to exceed \$8,000
Total (limit \$40,000 per year)		\$ not to exceed \$16,000

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

Name Steve Madsen	Title N/A	Telephone Number 701 540 1907	E-mail Address Smad01b@gmail.com
Signature of Organization or Group's Top Official Steve Madsen		Title	Date 11/15/2023

Information required to be preprinted on a standard raffle ticket:

1. Name of organization;
2. Ticket number;
3. Price of the ticket, including any discounted price;
4. Prize, description of an optional prize selectable by a winning player, or option to convert a merchandise prize to a cash prize that is limited to the lesser of the value of the merchandise prize or eight thousand dollars. However, if there is insufficient space on a ticket to list each minor prize that has a retail price not exceeding twenty-five dollars, an organization may state the total number of minor prizes and their total retail price;
5. For an organization that has a permit, print the authorizing city or county and permit number;
6. A statement that a person is or is not required to be present at a drawing to win;
7. Date and time for each drawing and, if the winning player is to be announced later, date and time of that announcement. For a calendar raffle, if the drawings are on the same day of the week or month, print the day and time of the drawing;
8. Location and physical street address of the drawing;
9. If a merchandise prize requires a title transfer involving the Department of Transportation, a statement that a winning player is or is not liable for sales or use tax;
10. If a purchase of a ticket or winning prize is restricted to a person of a minimum age, a statement that a person must be at least "-" years of age to buy a ticket or win a prize;
11. A statement that a purchase of the ticket is not a charitable donation;
12. If a secondary prize is an unguaranteed cash or merchandise prize, a statement that the prize is not guaranteed to be won and odds of winning the prize based on numbers of chances; and
13. If a prize is live beef or dairy cattle, horse, bison, sheep, or pig, a statement that the winning player may convert the prize to a cash prize that is limited to the lesser of the market value of the animal or six thousand dollars.

PRIZE RESTRICTIONS:

A single cash prize cannot exceed \$8,000

The retail value of a merchandise prize cannot exceed \$8,000.

The **total** of all cash prizes and retail value of all merchandise prizes for all games cannot exceed \$40,000 per year.

If the value of the planned cash and merchandise prizes exceed \$40,000, the organization or group must reduce the prizes to this limit or a nonprofit corporation may apply for a state gaming license with the Office of Attorney General.

LOCAL PERMIT AND RESTRICTED EVENT PERMIT DIFFERENCES:

	<u>Local Permit</u>	<u>Restricted Event Permit</u>
Number of events per year	Limited by prizes	One
Must file an information report	Yes, if political party	Yes
May pay employees compensation	Yes	No
Must use chips as wagers	No	Yes
Use of net income	Unrestricted	Restricted
Games allowed	Bingo Raffles Sports Pools	Bingo Raffles Sports Pools Poker Twenty-One Paddlewheels

Compared to a "Local Permit," an organization or group with a "Restricted Event Permit" may conduct three more game types, but is restricted to one event per year, must file a "Report on a Restricted Event Permit" with the city or county and Office of Attorney General, and disburse net income to eligible uses. These uses are described by North Dakota Century Code 53-06.1-11.1(2) and North Dakota Administrative Code 99-01.3-14-02. Refer to the backside of the "Report on a Restricted Event Permit" form for a general list of eligible uses.

For a Restricted Event Permit, one method to ensure that the total of all cash prizes and retail value of all merchandise prizes do not exceed \$40,000 is to charge each player a standard amount at the start of the event for a certain number or value of chips. If a player loses all of the player's chips, the player may re-buy chips. The player would play games and, at the end of the event, the organization would auction merchandise prizes to the players. The player who bid the highest number or value of chips for a prize would win that prize. For those players

who have chips but did not successfully bid on a prize, the organization may redeem the chips for a predetermined cash value per chip. For this method, the value of the players' chips redeemed for cash is no a prize.



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (2-2023)

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

Games to be conducted ☐ Raffle by a Political or Legislative District Party

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

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

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

ORGANIZATION INFO

Name of Organization or Group <i>Red River Regional Marksmanship Center</i>		Dates of Activity (Does not include dates for the sales of tickets) <i>12-20-2023</i>	
Organization or Group Contact Person <i>Terri Suchy</i>		E-mail <i>tsuchy@rrmc.com</i>	Telephone Number <i>701-356-0677</i>
Business Address <i>640 16th St. NE</i>		City <i>West Fargo</i>	State <i>ND</i>
Mailing Address (if different)		City	ZIP Code <i>58078</i>

SITE INFO

Site Name <i>RRMC</i>		County <i>Cass</i>	
Site Physical Address <i>640 16th St. NE</i>		City <i>West Fargo</i>	State <i>ND</i>
		ZIP Code <i>58078</i>	
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) <i>Raffle - 12/20/2023</i>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
<i>Raffle</i>	<i>\$250 g.c. Ments by John & Wayne</i>	<i>\$250.00</i>
<i>\$1000 check #3569 1000.320000 (EH)</i>		Total (limit \$40,000 per year) \$ <i>\$250.00</i>

Intended Uses of Gaming Proceeds

<i>help youth programs in West Fargo</i>	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) ☐ Yes ☒ No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) ☐ Yes ☒ No	
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) ☐ No ☒ Yes - Total Retail Value: <i>12,719.00</i> (This amount is part of the total prize limit for \$40,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) ☐ Yes ☒ No	

Name <i>Terri Suchy</i>	Title <i>Operations Manager</i>	Telephone Number <i>701-799-9594</i>	E-mail Address <i>tsuchy@rrmc.com</i>
Signature of Organization or Group's Top Official <i>M. [Signature]</i>		Title <i>Board President</i>	Date <i>11-8-2023</i>



Employee Handbook

Effective Nov. 1, 2023

Dear Fellow Employee,

As the head of Human Resources, I'd like to personally welcome you to the team. It's an exciting time for the City of West Fargo as we continue to grow and expand. We believe that each employee contributes directly to West Fargo's success, and we hope you will take pride in being a member of our team.

As a valued employee, the City of West Fargo endeavors to administer our policies, as well as our benefit and compensation programs, in a manner that is fair, competitive, and understandable. This Handbook intends to communicate terms and conditions of employment that apply to each of us as we carry out our important responsibilities. It is not intended to create a contract of employment, nor to be construed as the terms and conditions of a contract of employment with the City of West Fargo. The policies, benefits, and services detailed herein reflect a concern not only for the well-being of our employees but also for personal growth and the development of our community.

We are very proud of where we are today and excited about where we are headed. Before I finish, I'd just like you to know that you, as part of our team, are our most important asset. We could not accomplish what we do every day without our employees.

We invite your comments on the contents of this Handbook, as well as any other observations that may be helpful in the delivery of services to our great city and its residents. On behalf of the entire human resources staff, I'm very pleased to welcome you to the City of West Fargo and look forward to working with you!

All the best,
Sarah Gasevic
Human Resources

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I. Introduction and Disclaimers

1.01 Disclaimer and Employment-At-Will

The policies in this employee handbook (handbook) are not intended as a contract of employment and do not constitute one. The policies outlined in this document are guidelines only and are not all-inclusive. The City of West Fargo may change, delete, suspend, or discontinue any policy or benefit described in this handbook at any time with or without prior notice.

Employment with the City of West Fargo is “at-will” and may be terminated by either the employee or the employer at any time, with or without prior notice. No representative of the City of West Fargo may alter or grant exceptions to the policies described herein or enter into any agreement for employment for a specified period of time.

This employee handbook supersedes all previously issued versions and policies.

1.02 Handbook Purpose and Administration

The City of West Fargo has designed and adopted this employee handbook to set forth the general administrative policies of the City of West Fargo. This handbook attempts to cover matters of general applicability to employees, but it does not cover every situation which may arise from day to day. The material in this handbook is not exhaustive.

The City of West Fargo operates under the Commission form of Municipal Government. Four Commissioners and a Commission President are elected at large. The Board meets the first and third Mondays of each month. An agenda for each meeting is available at www.westfargond.gov each Friday preceding the meeting.

The City Administrator serves as the Administrative Department head for the City of West Fargo. The Human Resources Department administers pay policies, employee benefits, employee civil rights, and answers general questions concerning the administration of the employee handbook.

The Human Resources department is responsible for the development of policies that affect the employment environment of the City. The City Commission of West Fargo must approve any changes or deviations from these policies.

The employee handbook is designed to serve the best interests of the City and the employees. If an employee has any questions or needs information, they are encouraged to contact the Human Resources Department.

II. Employment

2.01 Equal Employment Opportunity

The City of West Fargo provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, ancestry, national origin, gender, sexual orientation, marital status, religion, age, disability, gender identity, results of genetic testing, or service in the military. The City complies with applicable state and local laws governing nondiscrimination in employment in every location the City has facilities. This policy applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

2.02 Employment of Relatives

Employees may not directly supervise a relative. For purposes of this policy, “relatives” are defined as spouses, children, siblings, parents, or grandparents. This includes in-laws of these same descriptions.

2.03 Pre-Employment Screenings

All employees applying for any positions with the City of West Fargo will be subject to a pre-employment drug screening. In the event the candidate does not successfully pass the pre-employment drug screen and/or physical exam, the offer of employment will be revoked. If the candidate should have any questions concerning a drug screen, all inquiries should be forwarded to the Human Resources Department. All information regarding drug screen results and/or physical exams will be kept strictly confidential. This information will be kept separately in the employee’s electronic confidential medical file in the Human Resources Department. Under no circumstances will the specific results of any candidate’s drug screen be discussed with the hiring manager or anyone else except for individuals in the Human Resources Department authorized to deal with this confidential information. Hiring managers will receive a pass/fail result. If the collection site staff discovers the candidate has not followed the collection procedures or has altered the specimen in any way, the candidate will no longer be eligible for employment.

All employees applying for any position with the City of West Fargo will be subject to pre-employment criminal history checks and may be subject to reference checks with former employers and/or managers. Individuals' claims to have certain educational credentials, either in writing or in an interview, may be subject to verification.

Positions that have responsibility for initiating or affecting financial transactions may require a credit check of any individual offered such a position. These responsibilities may include, but are not limited to, collecting or handling cash or checks, writing checks or approving them, access to a direct money stream or as a fiduciary to the organization.

Only individuals in Human Resources, or authorized Police Department staff may initiate or receive criminal background information.

Information gained from any of the above background checks will be held in confidence and shared with leadership individuals or law enforcement officers only on a need-to-know basis.

2.04 Employee Records

In accordance with the North Dakota Century Code Sec. 44-04-18, municipal personnel files are public records and are open to inspection by the public. Personal information, as detailed in North Dakota Century Code Sec. 44-04-18.1, is considered confidential and exempt and may not be released without the written consent of the employee.

Personal information includes the following:

- A person's home address and telephone number or personal cell phone number
- A person's month or date of birth
- Photograph
- Medical information
- Motor vehicle operator's identification number
- Social Security number
- Payroll deduction information
- The name, address, telephone number, date of birth, and Social Security number of any dependent or emergency contact
- Any credit, debit or electronic fund transfer card number
- Any account number at a bank or other financial institution
- Information regarding the type of leave taken by an employee and leave applied for but not yet taken
- Under North Dakota Century Code Sec. 44-04-18.3 (3), any record containing the work schedule of employees of a law enforcement agency is an exempt public record.

In accordance with North Dakota Century Code Sec. 44-04-18.1(6), records relating to a public entity's internal investigation of a complaint against a public entity or employee for misconduct are exempt until the investigation of the complaint is complete, but no longer than seventy-five calendar days from the date of the complaint.

Medical records or reports, including those that relate to an occupational illness or injury and including any record of use of an employee assistance program shall be kept separate from employee personnel records and shall be kept in accordance with the Americans with Disabilities Act. Medical records shall be considered closed to public inquiry.

Any employee who desires to review their personnel file may contact Human Resources to arrange a time for such a review.

2.05 Workweek and Hours of Work

The standard workweek is from Sunday 12 a.m. through Saturday 11:59 p.m. and generally consists of forty (40) hours for full-time staff. Part-time staff hours may vary. Departments are responsible for determining the appropriate schedules, depending on the needs of each department.

2.06 Volunteering

The City of West Fargo is committed to supporting the development of our community through volunteerism. Employees are encouraged to volunteer in community programs when possible.

Employees may request to volunteer for community programs by coaching youth activities, mentoring youth, and by providing support for community programs in general. Employees may be granted one hour of paid time each workweek to volunteer during their regularly scheduled hours. Employees may request to combine paid time into a two-hour volunteer activity, not to exceed the equivalent of two hours in a two-week period. All volunteer activities must be approved by the employee's immediate supervisor prior to the activity. Any travel time associated with the volunteer activity will not be considered hours worked. Employees who are away from work for longer than one hour due to travel time will have the option to either make up the time in the same workweek or use paid leave. During periods of paid volunteer time, employees are considered to be on duty and must follow all City of West Fargo policies.

Opportunities will be provided for internships for students to explore career options as well.

2.07 Outside Employment

The potential for conflicts of interest is lessened when individuals employed by the City of West Fargo regard the City as their primary employment responsibility. All outside employment is to be reported to the employee's immediate supervisor and Human Resources. If a potential conflict exists based on this policy or any other consideration, the supervisor will consult with Human Resources and if necessary, the City Administrator.

Any City employee accepting employment in an outside position that is determined by the City Administrator to be in conflict with the employee's city job will be required to resign from the outside employment or may be subject to disciplinary action, up to and including termination.

For the purpose of this policy, outside employment refers to any non-city employment or consulting work for which an employee receives compensation, except for compensation received in conjunction with military service or holding a political office or an appointment to a government board or commission that is compatible with city employment. The following is to be considered when determining if outside employment is acceptable:

- Outside employment must not interfere with a full-time employee's availability during the City's regular hours of operation or with a part-time employee's regular work schedule.
- Outside employment must not interfere with the employee's ability to fulfill the essential requirements of their position.
- The employee must not use City equipment, resources or staff in the course of the outside employment.
- The employee must not violate any City personnel policies as a result of outside employment.
- The employee must not receive compensation from another individual or employer for services performed during hours for which they are also being compensated by the City. Work performed for others while on approved vacation or compensatory time is not a violation of policy unless that work creates the appearance of a conflict of interest.
- No employee will work for another employer, or for their own business, while using paid sick leave from the City for those same hours.
- Departments may establish more specific policies as appropriate, subject to the approval of the City Administrator.

City employees are not permitted to accept outside employment that creates either the appearance of or the potential for a conflict with the development, administration or implementation of policies, programs, services or any other operational aspect of the city. It is the policy of the City of West Fargo that a real or potential conflict of interest exists when a department head engages in outside employment in the same field in which they are employed with the City.

2.08 Conflict of Interest

City employees shall not use their office or position to provide personal benefit either directly or indirectly, financially or otherwise, to themselves, their family members, or close, personal associates.

City employees shall not engage in their own business activity, accept private employment, or render services for private interests when such employment, business activity, or service is prohibited by law or is incompatible with the proper discharge of their official duties or would impair their independence of judgment or action in the performance of their official duties. Any question in this regard should be referred to the department head.

City employees shall not use information obtained as a result of employment and not generally available to the public for their personal benefit.

2.09 Americans with Disabilities Act (ADA)

To ensure equal employment opportunities to qualified individuals with a disability, the City of West Fargo will make reasonable accommodations for the known disability of an otherwise qualified individual, unless undue hardship on the operation of the City would result. Employees who may require a reasonable accommodation should contact the Human Resources Director.

2.10 Employment Classifications

Jobs are classified under the Fair Labor Standards Act (FLSA) as either nonexempt or exempt. Exempt employees are paid on a salary basis and are not eligible for overtime. Nonexempt employees are paid on either an hourly or salaried basis and are eligible for overtime pay if they work more than 40 hours per work week. The sworn officers of the Police Department and firefighting members of the Fire Department fall under the exemption 207(k) of the Fair Labor Standards Act and may be paid on a “work period” basis.

The City of West Fargo has established the following job categories. The department head, along with the Human Resources Director, determines the category of a job position. There may be a different categorization of the same or similar job, depending on the needs of the City.

- Full-Time Regular – Employees scheduled to work 40 hours per week on a regular basis. These employees are eligible for benefits.
- Full-Time Temporary (Seasonal) – Employees scheduled to work 40 hours per week on a temporary basis. These employees are eligible for benefits only required by law.
- Part-Time Regular – Employees regularly scheduled to work fewer than 40 hours per week. These employees are eligible for benefits only required by law.

- Part-Time Temporary (Seasonal) – Employees scheduled to work fewer than 40 hours per week, on a temporary or casual basis. These employees are eligible for benefits only required by law.

Full-time, regular employees are eligible for benefits the first of the month, following their date of hire, or the date of full-time regular status. If the employee begins on the 1st, their benefits will be effective upon their hire date.

2.11 Offer Letters

All new hires within the City require an offer letter to be presented to the employee for signature. Terms of the offer letter will be determined by the direct supervisor, in conjunction with Human Resources. Items will include starting salary, as well as any additional items included as terms of employment. Offer letters are not a contract of employment.

2.12 Dress Code

The way in which City employees dress reflects the City and on the public's perception of the City. An employee's appearance should always be appropriate to their responsibilities. The City's standard will be business casual or department uniform. Department heads are responsible for enforcing proper dress codes for each department.

2.13 Use of Telephones and Cell Phones

The City's telephones are intended for use in serving City residents and conducting City business.

Personal calls and communications during work hours may be distracting and should be kept brief, whether on City phones or personal communication devices. Excessive personal use of such devices may lead to disciplinary action up to and including termination.

2.14 Loss of Required Licensure

Some positions with the City of West Fargo require a valid operator's license (CDL or otherwise). If an employee's required license is canceled, revoked or suspended, action may be taken based on the circumstances of the situation. Action may include a formal EAP referral, progressive discipline, suspension, and/or termination of employment.

2.15 Resignation

In case of resignation, a full-time, regular employee is encouraged to give at least a two-week written notice to the direct supervisor. A copy of the notice shall be sent to the Human Resource Department. Failure to comply with the provision may be considered cause for denying the employee's future employment with the City.

2.16 Reference Release and Verification of Employment

The City will provide additional employment information to the requesting party as allowed under North Dakota Century Code statute 34-02-18, or obligated under federal or state law.

All employment references and verifications of employment are to be handled by Human Resources. The information provided will be based on documented facts that are true and objective.

Supervisors may provide letters of recommendation or professional references on behalf of the City, but the letters must be reviewed by the Human Resources Director before releasing the information.

Personal references can be given but are not to be sent using letterhead or via City email. Any personal references should also explicitly state the reference is not submitted on behalf of the organization and does not necessarily represent the opinions of the City.

2.17 Garnishments

The City of West Fargo is required by law to accept legal assignments or garnishments against the wages of employees in satisfaction of legal judgments.

2.18 Technology and Electronic Communications

The computer systems and all electronic communication devices belong to the City of West Fargo and are managed through the Information Technology (IT) department. Electronic communication includes, but is not limited to, emails, intranet, internet, mobile devices, telephones, computers, printers, and other technology devices. As a general rule, employees should use the systems and electronic communications for business purposes only. Personal use should be kept to a minimum. Excessive personal use may lead to disciplinary action up to and including termination.

The City of West Fargo reserves the right to access and disclose documents, Internet logs, programs, and other files and information contained on and saved in the City of West Fargo's computer system. Such access and disclosure may be conducted for any legitimate business purposes, at the City of West Fargo's discretion.

Employees should use the same care in drafting electronic communication as they would for any other written communication. Employees should not say in an electronic communication anything which they could not commit to a written memorandum or repeat in an open meeting. All electronic communications may be subject to North Dakota open records laws.

The creation, display, transmission, receipt, or storage of sexually explicit or pornographic messages, images, or cartoons, or any documents, programs, or files that contain ethnic slurs, racial epithets, or anything that may be construed as harassing, threatening, or disparaging of others based on their race, color, ancestry, national origin, gender, sexual orientation, marital status, religion, age, disability, gender identity, results of genetic testing, service in the military, or any other status protected by applicable federal or state law is strictly prohibited.

Employees also are prohibited from using the City of West Fargo's computer system and/or the Internet for any unlawful, unethical, defamatory, or tortuous activities or for any personal gain.

Any software or file downloaded into the City network or on any City computer becomes the property of the City of West Fargo. Only software that has been licensed by the City of West Fargo or that has been authorized to conduct business is allowed on City of West Fargo servers and computers (workstations and laptops). Hardware purchases must also follow the approved hardware list as maintained by the IT Director of the City of West Fargo. Before downloading, installing, or bypassing any software or systems, employees must first have approval of the IT Director.

Employee use of the computer system and electronic communications also may be monitored to the extent necessary to ensure compliance with City of West Fargo policies. Employees of the City of West Fargo have no expectation of privacy in the City of West Fargo's computer system. The use of personal identification numbers (PIN numbers) or passwords by the employee to access the computer system or to gain internet access does not preclude the City of West Fargo from accessing documents, programs, internet logs, and files contained on and saved in the City of West Fargo's computer system. Unauthorized use of encryption technology to block access to any documents, programs, internet logs, or files is strictly prohibited and may be grounds for immediate termination. Do not share passwords with anyone, unless otherwise directed to do so by the IT Director.

Employees have a responsibility to use city-provided technology in an informed and responsible way, conforming to network etiquette, customs, and courtesies.

The City of West Fargo will not reimburse employees for the cost of using their personal mobile devices for City business.

Employees with City of West Fargo email accounts may not synchronize their personal mobile devices to the City of West Fargo's email server without the approval of their department head. If granted permission, employees shall comply with the security guidelines set forth by the IT Department. Additionally, employees shall authorize the City to install software that will enable the City of West Fargo to locate and disable the mobile device in the event that it is lost or stolen. In the event of a theft, all data will be wiped from the device. The City of West Fargo expressly disclaims any obligation to either replace or repair the device or the data contained on it should the disabling software be used.

City of West Fargo employees who use any mobile devices to access City of West Fargo information over a cellular or internet connection are responsible for securing their devices to prevent sensitive data from being lost or compromised, viruses being spread, and other forms of abuse of City of West Fargo's technology infrastructure. Therefore, if any mobile device is lost, stolen, or believed to be compromised, the incident must be reported to the IT Department immediately.

A city-issue mobile device is required to have a case installed prior to use. The City will provide a standard case for all devices. Employees are able to use a different case at their own expense.

Violations of any portion of this Technology and Electronic Communication policy may result in disciplinary action, up to and/or including termination.

2.19 Social Media

This policy gives direction to City of West Fargo employees and volunteers when using social media as a City of West Fargo communications tool. The term social media refers to services that allow the sharing of information and content, and the formation of communities through online and mobile networks of people. Social media sites include, but are not limited to: Twitter, Facebook, Nextdoor, YouTube, Instagram, Myspace, Flickr, LinkedIn, Snapchat, Pinterest, Tumblr, blogs, Vimeo, internet search sites and Wikipedia.

Authorized Users

All social media sites established by a City employee or volunteer that is used to communicate sanctioned City information or to engage in discussion about City information, services or processes as a

public display of City of West Fargo information must be authorized by the Communications Director. This will help ensure material posted for public view meets all communications standards and is consistent with the goals and branding of the City of West Fargo.

Once approval of the site, design and main content is granted, the updating of files and minor content changes will not require such clearance. All official social media sites shall be branded with a City of West Fargo department logo.

In order to identify and maintain an accurate record of social media sites representing the City of West Fargo:

- A social media form to register the site with the IT Department must be completed before the launch of any official site.
- Full administrative access must be granted to the IT Director, Communications Director and the department head. This may be necessary to disseminate emergency information, make corrections, update a site's profile or settings or make changes to user settings.
- A list of login information and employees with access to the channel, whether through individual login information or a shared login, must be maintained by the channel's department and provided to the Communications and IT Department on a quarterly basis.

Acceptable Use of Official Social Media Sites

All City of West Fargo social media sites are subject to North Dakota public records laws and record retention laws. City of West Fargo social media sites should clearly indicate that all content posted or submitted for posting is subject to the North Dakota public records and record retention laws.

Comments posted on social media accounts must be monitored by the department maintaining the account. If a comment is found to be in violation of the City's Public Social Media Policy, the City reserves the right to ban users and remove an inappropriate comments or posts. Any of these actions must be made with the approval of the department head or Communications Director. A record of the content removal or user ban must be made.

The advertisement of private businesses shall not be posted on any official City of West Fargo social media site. This may include, but is not limited to: paid advertisements, unpaid advertisements for private businesses, and promotional information for non-City related events. This does not include sponsorship messages or content to support economic development efforts.

All visual mediums posted on official social media sites must have written permission by the copyright holder or creator of the image, video or any other multimedia item. Please reference the U.S. Copyright Law (<http://copyright.gov/title17/>).

No content is to be placed on official social media sites which would violate site policy or existing City of West Fargo policies including, but not limited to, sexual harassment, discrimination or violence. No content shall be placed on official social media sites on behalf of the City of West Fargo that is of a personal opinion or is not sanctioned by the City of West Fargo.

Information posted to official social media sites must be factual and relevant to City of West Fargo functions, services or City-related events. Information should not include personal opinion, political or

personal statements, or campaign-related messages. Posted content must reflect the City of West Fargo's official position on topics.

Information that could jeopardize the safety or reputation of City of West Fargo staff or property, or divulge personal or confidential information, cannot be disclosed on any of City of West Fargo's social media sites. All privacy protection laws must be followed to protect confidential information or information regarding personnel. This includes, but is not limited to, tagging an employee's personal account or providing an employee's last name or likeness without prior permission.

It is the responsibility of each department to follow the City of West Fargo Social Media Policy and be aware of any revisions or additions to the policy.

Best Practices for Personal Social Media Accounts

Following are best practices City of West Fargo employees should utilize to avoid potential legal or employment issues stemming from the use of personal social media accounts. All complaints or issues raised based on an employee's personal social media account will be reviewed on a case-by-case basis by human resources and the department head.

An employee's personal presence can do anything that's not illegal on social media accounts, including representing their own views and opinions.

The following best practices should be applied to an employee's personal presence:

1. Be aware of the legal risks of participating in social media, which can include issues with defamation, libel, copyright, fair use and financial disclosure laws.
2. Remember to respect the audience when interacting on social media. Be aware that the use of certain types of language can violate federal and state laws.
3. Be mindful that online posts are public for a long time and almost impossible to be removed from the internet.
4. If an employee, individual or groups posts comments about City of West Fargo business on an employee's personal site, those comments, and any responses by the employee, are subject to the State of North Dakota's public records laws and records retention laws.
5. If an employee makes a comment about the City of West Fargo, they are encouraged to add a disclaimer that this is a personal comment and they are not officially representing the City of West Fargo.
6. Do not use your @westfargond.gov address to identify yourself on social media sites. Use a personal email account to avoid giving the appearance of the City's endorsement or any inference of government policy or opinion.
7. Do not disclose nonpublic information or sensitive photos, videos or materials on social media.

2.20 Logo and Branding Elements

Branding elements of the City of West Fargo and all related departments, including but not limited to logos, letterhead, badges, and patches, are the property of the City of West Fargo. These elements can only be used for official City of West Fargo sanctioned communication efforts or authorized public displays. The Communications Director shall be the official custodian of the City-related elements; the Police Chief shall be the official custodian of the West Fargo Police Department-related elements; the Fire Chief shall be the official custodian of the West Fargo Fire Department-related elements; and the Library Director shall be the official custodian of the West Fargo Library-related elements. The

custodians will authorize the use of the elements on a case-by-case basis. It is against City of West Fargo policy to make or use these elements, or any cut, facsimile or reproduction thereof, for unofficial purposes or to confuse, deceive or mislead the public, for private or commercial purposes, or for any purpose other than for the official business of the City or departments, without the express consent of the official custodians.

No person shall use these elements, or any facsimile thereof, for purposes of supporting or opposing the nomination or election to any city or other public office of themselves or any other person, or for purposes of supporting or opposing any ballot measure, nor include such city logo on any writing distributed for purposes of influencing the action of the electorate, or any part thereof, in any election. This shall not be applicable to writings issued by the City of West Fargo.

2.21 Grievance Procedures

The City of West Fargo recognizes that there are times when the need arises for employees to express concerns or complaints in a formal manner. The following procedures will ensure that employees receive a fair and unbiased review of workplace concerns.

- **Step 1: Informal discussion with supervisor**
 - Employee concerns should first be discussed with the employee's immediate supervisor. Many concerns can be resolved informally when an employee and supervisor take time to review the concern and discuss options to address the issue.
- **Step 2: Written complaint to supervisor**
 - If the employee is not satisfied with the results of the informal discussion in Step 1, the employee may submit a written complaint within ten days to HR which includes:
 - a) The nature of the grievance and details of all previous efforts to resolve the issue.
 - b) Detailed information including evidence of the issue, witnesses, related policies, etc.
 - c) The remedy or outcome desired.
 - If the employee complaint is regarding illegal harassment, discrimination or retaliation, the employee should submit the written complaint directly to the human resources (HR) department.

HR will consult with the immediate supervisor, and any other relevant parties to evaluate the grievance and provide a written response to the employee within ten business days. The outcome of the review by HR will be final unless new evidence or other circumstances warrant additional review of the complaint.

III. Employee Development, Performance, and Discipline

3.01 Job Performance

Communication between employees and supervisors is very important. Discussions regarding job performance must be frequent and ongoing. These discussions can be informal. Employees should initiate conversations with their supervisors if they feel additional ongoing feedback is needed.

3.02 Attendance/Punctuality

All employees are expected to arrive on time and ready to work, every day they are scheduled to work.

If an employee is unable to arrive at work on time, or if an employee will be absent, the employee must contact the supervisor as soon as possible. Excessive absenteeism or tardiness may result in disciplinary action, up to and including termination of employment. Failure to show up or call in for a scheduled shift without prior approval may result in disciplinary action, up to and including termination. If an employee fails to report to work or call in to inform the supervisor of the absence for three or more consecutive days, the employee will be considered to have voluntarily resigned employment.

If an employee calls in sick for three or more consecutive days, they may be asked to provide documentation from a medical provider. Acceptable documentation must be on medical providers letterhead.

3.03 Standards of Behavior

The City of West Fargo is committed to creating a respectful and ethical workplace for all of its employees. A respectful and ethical workplace is viewed as one that promotes honesty and a healthy and positive work environment in which employees treat one another with professionalism and respect.

Behaviors and actions that do not foster a respectful and ethical workplace and may lead to disciplinary action or termination of employment include but are not limited to:

1. Unsatisfactory performance of job functions, attendance issues, or other behaviors that prevent an employee from accomplishing their work.
2. Disorderly conduct including fighting, attempting bodily injury, or using abusive or threatening language toward another employee or in a work-related setting.
3. Unprofessional behavior such as
 - Raising voice
 - Ridiculing, belittling, blaming, gossiping, or embarrassing employees
 - Using inappropriate or profane language
 - Engaging in hostile or intimidating interactions
4. Insubordination, including refusal or failure to perform assigned work.
5. Any violation of the Drug Free Workplace Policy.
6. Possession of any firearm or dangerous weapon, as defined in NDCC 62.1-01-01, in any City offices and/or buildings, unless required for employment. For the purpose of this policy, dangerous weapon does not include pepper spray or other irritating agent intended for personal defense. Employees who legally possess a firearm may have said firearm in their possession, provided it is locked inside or locked to a private motor vehicle in the parking lot and the employee is lawfully in the area.

7. Dishonesty, including the falsification of records or reports and other fraudulent activities.
8. Employees arrested or found guilty for a criminal violation.
9. Negligent or intentional damage to City property or unauthorized removal or use of property belonging to City or another employee.
10. Breach of confidentiality or release of confidential information in violation of the Confidentiality policy or other policies or contracts.
11. Improper influence or attempt to influence other officials to act on the employee's benefit.
12. Accepting with the perception of favor or influence, gifts of any value, excluding food or beverages that may be immediately consumed, from a person, business, or other entity. The employee must immediately decline the offer. An employee who receives or is gifted anything valued in excess of \$50.00, that would not be perceived as favor or influence, shall immediately notify their department head. The future use of the gift will be determined by the department head in conjunction with the City Administrator. Any items won by a game of chance do not need to be forfeited, regardless of the dollar amount. If there is any doubt in the appropriateness of a particular item or offer, the employee should consult their department head and/or the City Administrator.
13. Any unethical or improper act or behavior that has an adverse impact on the City or its employees.
14. Failure to make good faith reports of illegal activities or violations of City policies.

Open communication of issues and concerns, without fear of retaliation, is vital to a healthy work environment. People who report concerns of wrongdoing will be protected from retaliation for making a good faith report. Those people will not be disciplined for making a report in good faith or asking a question.

Disciplinary action for any of the above listed behaviors will follow the Disciplinary Policy.

3.04 Confidentiality

The protection of confidential information is vital to the interests and success of the City of West Fargo. Confidential information is any and all information disclosed to or known by an employee because of employment with the City of West Fargo that is not generally known to others.

An employee who improperly uses or discloses confidential information will be subject to disciplinary action, up to and including termination of employment and legal action, even if the employee does not actually benefit from the disclosed information.

All requests for public information must be referred to the department head or Human Resources departments. All requests for public information from a representative of the media must be referred to the Communications Director.

This provision is not intended to, and should not be interpreted to, prohibit employees from discussing wages and other terms and conditions of employment if they so choose.

3.05 Harassment and Offensive Behavior

Sexual and other unlawful harassment is a violation of the Title VII of the Civil Rights Act of 1964 (Title VII), as amended, as well as many state laws. Harassment based on a characteristic protected by law,

such as race, color, ancestry, national origin, gender, sexual orientation, marital status, religion, age, disability, gender identity, results of genetic testing, service in the military, or other characteristic protected by state or federal law, is prohibited.

It is the City of West Fargo's policy to provide a work environment free of sexual and other harassment. Harassment of City of West Fargo employees by leadership, supervisors, co-workers, or nonemployees who are in the workplace is absolutely prohibited. Further, any retaliation against an individual who has complained about sexual or other harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated. The City of West Fargo will take all steps necessary to prevent and eliminate unlawful harassment.

Definition of Unlawful Harassment: "Unlawful harassment" is conduct that has the purpose or effect of creating an environment that a reasonable person would find intimidating, hostile or offensive; has the purpose or effect of substantially and unreasonably interfering with an individual's work performance, or otherwise adversely affects an individual's employment opportunities because of the individual's membership in a protected class.

Unlawful harassment includes, but is not limited to epithets, slurs, jokes, pranks, innuendo, comments, written or graphic material, stereotyping or other threatening, hostile, or intimidating acts based on race, color, ancestry, national origin, gender, sex, sexual orientation, marital status, religion, age, disability, veteran status, or other characteristic protected by state or federal law.

Definition of Sexual Harassment: While all forms of harassment are prohibited, special attention should be paid to sexual harassment. "Sexual harassment" is generally defined under both state and federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature where:

- Submission or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual's employment or a basis for employment decision; *or*
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Other sexually orientated conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

While it is not possible to list all circumstances that may constitute sexual harassment, the following are some examples of conduct. If unwelcome, these circumstances may constitute sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwanted sexual advances, whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comments about an individual's body, comments about an individual's sexual activity, deficiencies or prowess;
- Displaying sexually suggestive objects, pictures or cartoons;

- Unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments;
- Inquiries into one's sexual experiences; *and*
- Discussion of one's sexual activities.

All employees should take special note that, as stated previously, retaliation against an individual who has complained about sexual harassment and retaliation against individuals for cooperating with an investigation of sexual harassment complaint is unlawful and will not be tolerated at the City of West Fargo.

Complaint Procedure: Any employee who believes they have been subject to or witnessed illegal discrimination, including sexual or other forms of unlawful harassment, is requested and encouraged to make a complaint. Employees may complain directly to their immediate supervisor or department head, the Human Resources Director, or any other member of leadership with whom that employee feels comfortable bringing such a complaint. Similarly, if employees observe acts of discrimination toward or harassment of another employee, they are requested and encouraged to report this to one of the individuals listed above.

No reprisal, retaliation, or other adverse action will be taken against an employee for making a complaint or report in good faith of discrimination or harassment or for assisting in the investigation of any such complaint or report. Any suspected retaliation or intimidation should be reported immediately to one of the persons identified above.

All complaints will be investigated promptly and, to the extent possible, with regard for confidentiality.

If the investigation confirms conduct contrary to this policy has occurred, the City of West Fargo will take immediate, appropriate, corrective action, including discipline, up to and including termination of employment.

3.06 Discipline

Disciplinary action may be taken by leadership in cases of violations of the policies set forth in this Employee Handbook, or for any instance of conduct deemed inappropriate by the City.

The City of West Fargo reserves the right to determine, in its sole discretion, whether and to what extent disciplinary action will be imposed. Determination as to specific disciplinary action will be made on a case-by-case basis depending on the circumstances of a particular situation.

Disciplinary action may take any or all of the following forms, even on a first infraction:

- Counseling/Coaching
- Verbal Warning
- Written Warning
- Final Warning
- Suspension with or without pay
- Demotion
- Termination of employment

Any listed method of discipline, except for counseling/coaching, shall be recorded in writing and kept in the employee's personnel file. The employee shall receive a copy of such disciplinary notices.

Elected and appointed board officials are not subject to disciplinary action except through election and/or appointment processes.

3.07 Privacy

The City of West Fargo reserves the right to conduct searches when there is suspicion or belief that work related wrongdoing has occurred. Search may include all areas of West Fargo City property reasonably suspected to be related to or involved in the wrongdoing. If a supervisor, foreman or department head suspects that an employee's personal phone or laptop is being used to further the wrongdoing, they will consult with the City Attorney.

IV. Safety/Health

4.01 Commitment to Safety

Protecting the safety of our employees and visitors is the most important objective of the City of West Fargo. All employees have the opportunity and responsibility to contribute to a safe work environment by using safe practices and by notifying leadership when any health or safety issues are present.

4.02 Workforce Safety and Insurance (WSI)

All employees are provided coverage by North Dakota State Workforce Safety and Insurance (WSI) for accidental injury or work-related illnesses in the performance of their official duties. All occupationally-related accidents and injuries or occupationally-incurred illnesses must be reported immediately to the employee's supervisor.

Time loss due to a work-related injury or work-related illness will be deducted from an employee's accumulated sick leave. Any benefit payment from WSI must be reported immediately, by the employee, to Human Resources and payroll. The benefit payment amount will be deducted from the employee's pay or can be surrendered to the City. The employee's sick leave balance will be credited back for hours taken based upon the amount of benefit payment surrendered to the City. The formula used to calculate sick leave credit is as follows: Dollar amount received divided by the employee's hourly rate equals sick leave hourly credit.

Dollar Amount Received		Employee's Hourly Rate		Sick Leave Hourly Credit
\$250	÷	\$25/hour	=	10 hours

An employee unable to perform assigned duties due to a workplace injury or illness may be required to perform modified duty assignments. Please refer to the Modified Duty Assignment section of this handbook.

Employees who suffer a work-related illness or injury or who are subject to medical examination as a condition of the WSI program will be compensated for the hours during which the WSI approved treatment or examination is being performed. Compensation shall be made in compliance with FLSA requirements. Employees are to schedule treatment or examinations during scheduled work time when possible.

4.03 Modified Duty Assignment

An employee unable to perform assigned duties due to a work-related injury or illness may perform a modified duty assignment. The scope of work for all modified duty assignments will be in design with the recommendations of the employee's treating physician. The department head, in conjunction with Human Resources, will make the determination as to:

- Nature of the modified duty assignment.
- Length of time the modified duty assignment will be available.
- Number of employees performing modified duty assignments.

The department head is not required to create a modified duty assignment. Modified duty is not a permanent position. An employee unable to return to assigned duty upon expiration of the modified

duty assignment may be assigned to an available position if qualified, terminated, or be involuntarily retired.

4.04 Inclement Weather/Emergency Closing

A declaration may be made by the Commission President, City Administrator, or the Library Director (for Library offices only), or their designee because of adverse weather conditions or other emergency situations. If a declaration is made, only scheduled employees present and working, or scheduled employees notified by their department head not to report to work due to the City location closure, will receive pay for time not worked.

If a declaration has not been made and a staff member chooses not to work when scheduled due to adverse weather or road conditions, or has previously requested to take that time off, the employee will not receive pay for any hours missed, but will be allowed to make up the lost time within the current pay period, take the time as vacation or compensatory time at the department head's discretion, or take the time off without pay.

Employee Responsibility

"Nonessential employees" are defined as those employees who regularly perform duties relating to nonessential services. Nonessential employees are required to notify their supervisor when they are not able to report to duty as the result of a natural or man-made emergency event. Nonessential employees are expected to make every reasonable effort to report to duty when safety permits.

"Essential employees" are generally defined as those employees who regularly perform duties relating to essential City of West Fargo services. These are services that may not be suspended because it would result in a threat to life or property if the service is not rendered. Essential employees are required to make every effort to report for duty. If an essential employee is unable to report for duty, the employee must contact a supervisor at the earliest possible time and detail their inability to report. Normal duty hours of essential employees may be extended to ensure staffing levels necessary to provide continued essential services.

Employees who are unsure of their essential vs. nonessential status should check with their direct supervisor.

Compensation

Nonessential, nonexempt employees who do not report for work as assigned may request the use of vacation, compensatory time off, or leave without pay. Nonessential, exempt employees may request vacation or personal leave. The request shall be made through normal time keeping procedures and approved by the supervisor or department head.

Essential, nonexempt employees who do not report for work as assigned may request the use of vacation, compensatory time off, or leave without pay. Essential, nonexempt employees reporting to work during a declaration of closure will be paid at the rate of one and one-half (1 ½) times their normal hourly wage for hours actually worked. Essential, exempt employees may request vacation or personal leave. Essential employees who fail to report for work as assigned may be disciplined, up to and including termination.

4.05 Identification/Building Security

Employees who are issued ID badges/keys/key fobs are responsible for their safekeeping. These employees will sign a form to acknowledge receipt and will return the ID badges/keys/key fobs when they leave employment with the City. Any attempt by employees to bypass City security, may result in disciplinary action, up to and including termination. Employees are required to report any lost or stolen ID badges/keys/key fobs immediately to the IT department.

Employees are required to wear identification badges when working outside of City buildings on City business.

4.06 Federal Motor Carrier Safety Administration (FMCSA) and Department of Transportation (DOT) Compliance

The City of West Fargo will conduct controlled substance and alcohol testing of commercial driver's license (CDL) applicants and employees who will be reasonably expected to operate a qualified vehicle in compliance with the regulations established by the DOT and the FMCSA. All DOT drug screens will be conducted by an outside vendor.

Types of Testing:

1. Pre-Employment –Applicants, including current City employees, applying for a CDL-required position will have a job duties test and DOT drug screen before a full offer of employment. If a specimen is deemed as “altered,” the applicant will be required to immediately provide another specimen, under direct observation of the vendor.
2. Random – any City of West Fargo employee who holds a valid CDL and would be reasonably expected to operate a qualified vehicle will be required to be included in the random drug and alcohol screening pool. If an individual is drawn for a random screen and is off work during that time, a secondary individual will be required to have the random screen completed. The City will document why the primary individual was not able to complete the random screen.
3. Post-Accident – any employee involved in a work-related accident that involves services from an ambulance or tow truck, or if the employee or other individual involved in the accident is issued a citation, will be subject to a post-accident drug screen within 32 hours of the accident. The employee will also be subject to an alcohol screen within two hours after the accident. If the employee is not able to complete the screen within the first two hours, the City will document the reason and the employee must complete the alcohol screen within eight hours.
4. Reasonable Suspicion – any employee who is viewed by a supervisor or manager to be under the influence will be subject to a DOT drug and alcohol screen immediately.

Mandatory Disclosure

CDL-required employees must report any prescription drug use which may alter their ability to complete safety-sensitive functions.

Positive Test Results

If an applicant receives a positive drug screen result for a pre-employment screen, the conditional offer of employment will be withdrawn.

If an employee receives a positive test result under any of the other types of testing, they will be referred for an evaluation by a Substance Abuse Professional (SAP). The SAP may order the employee to do education or treatment and will indicate the results to Human Resources. The employee may not complete any safety-sensitive functions as defined by the FMCSA regulation 382.107 until they provide a negative return-to-duty drug screen result. The return-to-duty screen will be directly observed by the vendor. Once the employee has returned to their safety-sensitive functions, they will be required to do follow-up testing, recommended by the SAP, with a minimum of six direct observation drug screens in the 12 months following the return-to-work.

Any refusal of drug or alcohol screening will be deemed as voluntary resignation.

FMCSA/DOT CDL Compliance

All employees holding a CDL-required position must complete a self-certification affidavit and submit to the North Dakota Department of Transportation (NDDOT), confirming they are operating exclusively in transportation or operations excepted under 49 CFR 390.3 (f). Completing this affidavit releases the requirement of vehicle maintenance records, hours of service recordkeeping and attending roadside weigh stations. It is the employee's responsibility to cancel the self-certification affidavit with the NDDOT upon ending employment with the City of West Fargo.

All applicants applying for a CDL-required position must pass a pre-employment DOT physical and provide a valid, unexpired medical card.

All employees are prohibited from using a hand-held mobile device while operating a commercial motorized vehicle or city vehicle.

4.07 Drug Free Workplace

It is the policy of the City of West Fargo to maintain a drug free work environment that is safe and productive for employees and residents of the City.

The unlawful use, possession, purchase, sale, distribution, or being under the influence of any illegal drug and/or the misuse of legal drugs by any employee is strictly prohibited, both on and off duty. The City also prohibits the misuse or abuse of alcohol consumption while on duty or during work hours.

To ensure compliance with this policy, substance abuse screening may be conducted in the following situations:

Pre-Employment: As required by the City of West Fargo for all prospective employees who receive a conditional offer of employment.

For Cause: Upon reasonable suspicion that the employee is under the influence of alcohol or drugs that could affect or has adversely affected the employee's job performance.

Random: As authorized or required by federal or state law.

Compliance with this policy is a condition of employment. Employees who test positive or who refuse to submit to substance abuse screening may be subject to disciplinary action, up to and including termination.

4.08 Tobacco

The City of West Fargo is committed to providing a safe and healthy workplace and promoting the health and well-being of its employees. The city complies with the North Dakota Smoke-Free Law, under NDCC 23-12-10.

Smoking and/or vaping is not allowed during the workday except on designated breaks and only in designated smoking areas which are at least 20 feet away from any entrance, air intakes, and operable windows. Smoking and/or vaping is not allowed in City vehicles or equipment.

4.09 Fleet, Equipment and Facility

The equipment and vehicles owned by the City of West Fargo are to be used in the performance of City duties and functions of the City only. Similarly, the buildings, facilities, and tools owned by the City of West Fargo are also intended to be used in the performance of City duties and functions.

Driver Requirements

- All drivers shall possess a valid driver's license that authorizes operation of a vehicle. This license shall be in the possession of the driver at all times when operating a city vehicle and be of the appropriate class governing the vehicle being operated.
- All drivers must be insurable under the City's motor vehicle insurance.
- City vehicles may only be used for conducting City business.
- Drivers shall comply with all laws and regulations relating to the operation of motor vehicles, including rules relating to the consumption of alcohol and speed regulations.
- The driver is responsible for and will not be reimbursed for any illegal parking fees and traffic violations.
- Drivers shall properly complete all required paperwork upon completion of a trip and submit copies of any charges and purchases in a timely manner. Drivers shall also report any unsatisfactory conditions with the vehicle and note any repairs to their department head or their designee.
- Unauthorized bumper stickers or unauthorized equipment may not be placed in or on city-owned vehicles.
- Hitchhikers may not be transported in a City vehicle, unless doing so is in the performance of duty to assure the safety of the individual.
- Employees that have a vehicle assigned to them are responsible for the vehicle's maintenance and should check fluid levels as well as maintain the cleanliness of the vehicle.
- Department heads or their designee shall supervise the action of authorized drivers of city-owned vehicles. Department heads or their designee shall take appropriate disciplinary action for violation of the City's fleet policy.

Safety Belts

City employees shall wear properly fastened safety belts whenever they travel on City business. Passengers in City-owned vehicles are required to use seat belts.

Motor Vehicle Crashes

Drivers shall immediately report all motor vehicle crashes involving City-owned vehicles to their immediate supervisor. Detailed crash reports are required and a copy must be provided to the employee's department head and the Chief of Police.

Personal injuries as a result of a crash are to be reported immediately to law enforcement and the employee's immediate supervisor. Appropriate WSI forms should be submitted for any injuries.

Safe Vehicle Operation

All City of West Fargo employees who operate a City-owned vehicle must notify the department head of any changes in their physical and/or medical condition that may be a factor in operating a vehicle safely.

V. Leave

5.01 Holidays

The following days shall be considered and observed as paid holidays:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day

Police Patrol Division

The listed holidays will be recognized on the actual day of the holiday.

Full time, regular employees who are not regularly scheduled on the holiday and do not work the holiday will receive vacation accruals equivalent to one regular day's pay, added to their vacation bank.

Full time, regular employees who are regularly scheduled for the holiday but do not work the holiday will receive vacation accruals equivalent to one regular day's pay, added to their vacation bank. The employee will be required to use vacation, sick, personal or compensatory time for the time missed on the holiday.

Full time, regular employees who work on the holiday will receive regular pay for all hours worked on the holiday. Employees will also receive vacation accruals equivalent to one and one half (1 ½) times for each hour worked, up to one regular day's pay, added to their vacation bank.

Fire 24/7 Staffing Divisions

The listed holidays will be recognized on the actual day of the holiday.

Holidays will be paid as follows:

Full time, regular employees who are not regularly scheduled on the holiday and do not work the holiday will have the choice to:

1. Receive vacation accruals equivalent to one regular day's pay (maximum of 12 hours) added to their vacation bank, or
2. Receive a holiday credit of one regular day's pay (maximum of 12 hours).

Full time, regular employees who are regularly scheduled for the holiday but do not work the holiday will receive vacation accruals equivalent to one regular day's pay (maximum of 12 hours), added to their vacation bank. The employee will be required to use vacation, sick, personal or compensatory time for the time missed on the holiday.

Full time, regular employees who work on the holiday will have the choice to:

1. Receive regular pay for all hours worked on the holiday, and receive vacation accruals equivalent to one and one half (1 ½) times for each hour worked (maximum of 24 hours), or
2. Receive a rate of one and one-half (1 ½) times the normal hourly wage for hours actually worked.

Library Division

The listed holidays will be recognized on the actual date of the holiday. Whenever any of these recognized holidays should fall on a Sunday the Library is closed during the summer months, the succeeding Monday shall be observed as the official holiday.

Full-time, regular employees who are not regularly scheduled on the holiday and do not work the holiday will receive holiday credit of one regular day's hours, added to their personal time bank.

Full time, regular employees who are regularly scheduled for the holiday, but do not work the holiday, will receive personal time accruals equivalent to one regular day's hours added to their personal time bank. The employee will be required to use vacation, sick, personal, or compensatory time for the time missed on the holiday.

Full time, non-exempt employees who work on the holiday will receive a rate of one and one-half (1 ½) times the normal hourly wage for hours actually worked, in addition to the personal time credit.

Full time, exempt employees who work on the holiday will receive their regular salary in addition to personal time accruals equivalent to one regular day's hours added to their personal time bank.

All holiday closure personal time hours are accrued after the holiday occurs and must be used within the same calendar year in which the holiday occurred.

All Other Departments

Whenever one of the above listed holidays should fall on a Saturday, the preceding Friday shall be observed as the official holiday.

Whenever any of the holidays listed above should fall on a Sunday, the succeeding Monday shall be observed as the official holiday.

Holidays will be paid as follows:

Full time, regular employees shall receive a holiday credit of one regular day's pay for each of the above listed holidays on which no work is performed.

When any non-exempt employee works on any one of the above-listed holidays, the employee will be paid at the rate of one and one-half (1 ½) times their normal hourly wage for hours actually worked, in addition to the holiday credit.

5.02 Vacation Leave

Full time, regular employees are eligible for vacation leave. The following vacation accruals are based on 26 pay periods.

Fire 24/7 Staffing Division

<u>Years of Service</u>	<u>Pay Period Accrual</u>
Time of hire – year 4	3.38 hours
Beginning of year 5 – year 9	4.42 hours
Beginning of year 10 – year 14	5.98 hours
Beginning of year 15 – year 19	6.76 hours
Beginning of year 20 and longer	7.80 hours

All Other Departments

<u>Years of Service</u>	<u>Pay Period Accrual</u>
Time of hire – year 4	3.25 hours
Beginning of year 5 – year 9	4.25 hours
Beginning of year 10 – year 14	5.75 hours
Beginning of year 15 – year 19	6.50 hours
Beginning of year 20 and longer	7.50 hours

All employees must receive advance approval from the department head or designated supervisor to use vacation leave. Vacation leave may be used in quarter hour (0.25) increments.

Employees may carry over a maximum of 240 vacation hours (336 hours for Fire 24/7 Staffing Division) into the following calendar year. Commission approval is required to carry over more than the maximum amount into the new calendar year.

Upon termination, an employee will be paid for accrued, but unused, vacation.

5.03 Personal Leave

Full time, regular employees will be granted two (2) days of personal leave per year, with hours equal to the employee's regularly scheduled shift. Personal leave may be used at the discretion of the employee for any reason (example: sick, vacation, other). To use personal leave, all employees must receive advance approval from the department head or designated supervisor. Personal leave will be awarded to the employee's personal leave balance on the first day of each calendar year. Personal leave may not be carried forward into a new calendar year. Personal leave may be used in quarter hour (0.25) increments.

New employees hired before July 1 will receive two (2) days of personal leave, with hours equal to the employee's regularly scheduled shift, upon their date of hire, to be used before Dec. 31 of that year. Employees hired July 1 – Oct. 31 will receive one (1) day of personal leave, with hours equal to the employee's regularly scheduled shift, on their date of hire, to be used before Dec. 31 of that year.

In special cases, with City Administrator approval, personal leave may also be given as a program incentive. Commission approval is required to carry any personal leave hours into the new calendar year.

Upon termination, an employee will be paid the accrued, but unused, personal leave.

5.04 Sick Leave

Full time, regular employees are eligible for sick leave. Sick leave accruals are based on 26 pay periods.

Full-time employees accrue paid sick leave to be used when absence from work is necessary due to illness or injury. Sick leave may be used for injury or illness in the employee's immediate family. The term "immediate family" for sick leave purposes shall be limited to any FMLA-qualifying family member, or other individuals who reside with the employee for the purpose of the employee providing care to the individual.

Sick leave will accrue for each employee at the rate of three and three fourths (3.75) hours per pay period of full time service. Beginning the fifth year of continuous service, sick leave will accrue at the rate of five and three fourth (5.75) hours per pay period of full time service. Sick time may be used in quarter hour (0.25) increments.

Supervisors may request medical documentation for any absence in which sick leave is used. This documentation will be limited to the attendance and/or required time off stated by a medical professional, on appropriate letterhead. At no time may a supervisor ask an employee for documentation related to a diagnosis.

Any employee who takes more than three (3) consecutive days off on sick leave may be eligible for FMLA and should complete an FMLA request with Human Resources.

Employees may accrue a maximum of nine-hundred sixty (960) hours of sick leave which may be carried over into the following calendar year.

Employees hired before Jan. 1, 2017 will receive an annual sick leave payout of 50% of any hours over 960, unless no annual payout was previously selected. Upon separation of employment, employees with 10 or more years of continuous service shall be paid for 50% of accumulated sick leave, not to exceed 480 hours, at the time of separation, unless a full sick leave balance payout option, up to 960 hours, was previously selected.

5.05 Exempt Employee Time Off

Exempt employees are not eligible for overtime but may frequently exceed 40 hours in a work week. Therefore, if an exempt employee works in the office any part of a work day, that individual shall be paid regular hours for the entire day and is not required to use accrued time off. If an exempt individual is out of the office for an entire day due to vacation or illness, the employee is required to use accrued time off for the entire day. An exempt employee may make arrangements to conduct work outside of the office with prior approval from their supervisor.

5.06 Vacation Donation

This program allows eligible employees to receive vacation donations from other employees for an event that has caused the employee, or immediate family of the employee to suffer from a severe illness, injury, or condition that is likely to cause the employee to take leave without pay or end employment. The term "immediate family" for vacation donation purposes shall be limited to any FMLA-qualifying family member, or other individuals who reside with the employee for the purpose of the employee providing care to the individual.

An employee seeking to receive leave from other employees shall first submit written explanation describing the employee, parent, spouse, or child's required level of medical care. Any request shall be submitted to the employee's department head by the employee or on the employee's behalf. The granting of the request will be made the City Administrator, in conjunction with the department head.

The employee donating time shall request the transfer of leave in four (4) hour increments. Donated hours shall not cause the receiving employee's current leave balance to exceed the maximum of four hundred eighty (480) hours as referenced in the Family Medical Leave Act. The receiving employee will receive donated hours at their regular rate of pay. To be eligible to donate time, an employee must have a minimum of eighty (80) hours vacation leave.

Donations are non-refundable and are not eligible for payout in the event of separation.

5.07 Compensatory Time

In lieu of overtime pay, a nonexempt employee may elect to receive compensatory time off. Compensatory time is equal to one and one half (1 ½) times the number of hours over the overtime threshold.

An employee must choose overtime pay or compensatory time during the pay period in which it is earned.

No employee shall carry more than eighty (80) hours of accumulated compensatory time at any time during the calendar year (100 hours for Police Patrol Division, 96 hours for Fire 24/7 Staffing Division) unless approved by the City Administrator. Once the compensatory time maximum accrual has been reached, employees required to work any hours which would result in overtime or compensatory time shall be paid overtime at the employee's overtime rate.

An employee's use of compensatory time off shall be coordinated and scheduled with the department and shall not interfere with the operational needs of the department.

Exempt employees are not eligible for compensatory time off. It is recognized that the positions of these employees often require them to work beyond the regular scheduled hours of duty, and some flexibility may be granted them in adjusting their work schedules to meet varying workloads.

Upon termination, an employee will be paid for unused compensatory time.

5.08 Family and Medical Leave Act (FMLA)

Leave Entitlements

The City of West Fargo will comply with the provisions of the Family and Medical Leave Act (FMLA) by providing up to twelve weeks (480 hours) of unpaid leave for covered employees in a rolling 12 month period due to:

- The birth of a child and to bond with the newborn child within one year of birth,
- The placement with the employee of a child for adoption or foster care and to bond with the newly-placed child within one year of placement,

- The care for the employee's spouse, child, or parent with a serious health condition, including incapacity due to pregnancy and for prenatal medical care,
- The employee's own serious health condition which makes the employee unable to perform the essential functions of his or her job (including work-related injuries, illnesses, and incapacity due to pregnancy and for prenatal medical care).

Military Family Leave Entitlements

Eligible employees are entitled up to 12 weeks of leave because of any qualifying exigency arising out of the fact the employee's spouse, child or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member with a serious injury or illness incurred in the line of duty for which they are undergoing medical treatment, recuperation, or therapy, if the employee is the spouse, child, parent or next of kin of the service member.

Serious Health Condition Defined

FMLA defines serious health condition as an illness, injury, impairment, or physical or mental condition that involves "inpatient care" (which is defined by the FMLA as an overnight stay in a hospital, hospice, or residential medical care facility) or "continuing treatment" (which is defined by the FMLA as an incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition.)

Eligibility and Notification Requirements

In order to be eligible for FMLA leave, an employee must have worked for the City of West Fargo for at least 12 months and performed at least 1,250 hours of work during the 12 months before the leave.

To request FMLA, an employee needs to complete the FMLA Request form, available from Human Resources. Employees must give as much notice as they can.

The City of West Fargo will provide every employee a "Notice of FMLA Rights" upon receiving notice of the need for a FMLA leave. This written notification will explain specific expectations, obligations, rights, and limitations applying to the employee's leave.

When the City of West Fargo becomes aware that an employee is away from work due to a serious health condition (including work-related injuries or illnesses), a "Notice of FMLA Rights" will be given to the employee.

Medical Certification Requirements

For non-work-related injuries or illnesses, the City of West Fargo requires an employee to submit a "Physician's Certification for FMLA Leave" form to substantiate the leave is due to the serious health condition of the employee or the employee's qualifying family member, except for in the event of a birth. For work-related disabilities, the City's workforce compensation carrier will certify the disability.

Employees are expected to provide medical certification within 15 days of the date of the FMLA notice.

If an employee fails to provide a medical certification within a reasonable time, the City has the right to deny the leave. If an employee who has taken a leave on an emergency basis fails to supply the medical certification within a reasonable time under the pertinent circumstances, his or her continuation of leave may be denied.

If the City of West Fargo doubts the validity of the medical certification, it may require the employee to obtain a second opinion at the City of West Fargo's expense. In the event the opinions of the employee's and the employer's designated health care providers differ, the City of West Fargo may require the employee to obtain certification from a third health care provider, again at the City of West Fargo's expense. This third opinion will be final and binding on both the City of West Fargo and the employee.

If additional leave time is needed beyond that which was originally requested, an additional "Physician's Certification of FMLA Leave" may be required to substantiate the need for the additional time.

Compensation during FMLA Leave

FMLA leave is unpaid. However, continuation of pay under the City of West Fargo's sick leave, short-term disability and/or time off policies may be available, depending on the employee's eligibility for those programs. The City of West Fargo requires that paid time off be substituted for otherwise unpaid leaves of absence. This paid leave is counted toward the 12-week FMLA entitlement (or toward the 26 workweeks of FMLA leave if leave is to care for a covered service member with a serious injury or illness).

Continuation of Benefits

Employees on FMLA leave are entitled to have their health benefits maintained while on leave. Plan premiums will be paid in the same manner customarily paid. All other benefits cease to accrue during the unpaid portion of the leave.

The City of West Fargo may seek to recover premiums it paid for maintaining health plan coverage if the employee fails to return to work after the leave entitlement has expired, unless the reason the employee does not return to work is due to:

- The continuation, recurrence, or onset of a serious health condition affecting the employee or an immediate family member.
- A sudden change in the employee's circumstances during leave.
- The elimination of the employee's position while on FMLA leave.

In the absence of any of these conditions, the City of West Fargo reserves the right to recover its share of health premiums by deducting the amount due from any sums owed to the employee for unused sick leave, vacation, or from a final paycheck.

An employee who does not return to work within ten calendar days after leave expires is considered to have failed to "return" to work under guidelines set by FMLA. The City of West Fargo will consider this a voluntary resignation of employment.

Leave Restrictions

An employee's entitlement to FMLA leave for birth or placement of a child expires twelve (12) months after the birth or placement. A husband and wife both working for the City of West Fargo are limited to a combined total of twelve (12) work weeks during the twelve (12) month rolling period, if leave is taken for birth or placement for adoption or foster care, or to care for a parent with a serious health condition.

This limitation does not apply to leave taken by either spouse for the other who is seriously ill and unable to work, to care for a child with a serious health condition, or for his or her own serious illness.

Intermittent or Reduced Leave Schedules

Under certain conditions of FMLA, leave may be taken on an intermittent basis or on a reduced work schedule. "Intermittent leave" is leave taken in separate blocks of time rather than one continuous period of time. It may range from an hour to several weeks. For example, the City of West Fargo will allow intermittent leave to be taken on an occasional basis for medical appointments or taken several days at a time, repeatedly, over a period of months. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the City's operations. Intermittent leave is not available for the birth or adoption of a child unless mutually agreed upon between the City of West Fargo and the employee.

A "reduced leave schedule" is one that reduces the usual number of hours/days per work week or hours per work day. It could include a schedule of a three-day week, or working only mornings or afternoons, to meet the employee's requirements.

The City of West Fargo will not set a limit on the size of an increment of leave for intermittent or reduced schedule leave. Only the time actually taken is charged against the employee's entitlement to twelve weeks (480 hours) of leave.

Employee Transfers

If an employee selects intermittent leave or a reduced work schedule, the City of West Fargo may transfer them to a job that is more suitable to recurring periods of leave. There are two conditions for this transfer:

- The equivalent position must have equivalent pay and benefits, but it does not have to have equivalent duties.
- The employee must be qualified to perform the job.
- The City of West Fargo reserves the right to make such a transfer, with or without the employee's permission.

Restoration Rights

Subject to the exception listed below, the City of West Fargo will restore an employee to the position they held when the leave began, or to an equivalent position, with equivalent benefits, pay, and other terms and conditions of employment. An equivalent position will involve the same or substantially similar duties and responsibilities and must include substantially equivalent skill, effort, responsibility, and authority. The employee is also entitled to be returned to the same shift or equivalent schedule.

If special qualifications are required for the position, and they have lapsed during the employee's leave, they will be given a reasonable opportunity to fulfill the requirements after returning to work.

If the employee's work site has been closed or moved, and other employees were transferred to another work site, the employee will have the same rights for transfer as would have been available had the employee not taken leave.

Four of the reasons an employee may not be restored to their former positions at the end of a FMLA leave include:

- The individual cannot perform the essential functions of the job.
- The individual would pose a significant risk to the safety of other employees or themselves.
- The individual's job was eliminated or they were laid off because of business conditions.
- The individual was identified as a "key" person and informed of this designation before or during the FMLA leave and his or her return to the job would present an economic hardship to the City of West Fargo.

If, at any point, an employee gives an unequivocal notice that they will not be returning from FMLA leave, the FMLA leave ends immediately. Job restoration rights and benefit continuance also cease. The Human Resources Director should be contacted with additional questions.

5.09 Leave of Absence

An employee of the City may be granted a leave of absence without pay for a period not to exceed ninety (90) calendar days. Prior to granting a leave of absence, accumulated vacation, sick time (if applicable), and compensatory time must be utilized. Leaves of absence may not be counted toward the computation of overtime or compensatory time.

If an employee is not eligible for FMLA, a leave of absence may be taken for pregnancy, sickness, disability, or other reasons considered adequate by the department head as being in the best interest of the City. Each request for a leave of absence will be evaluated on an individual basis, taking into consideration the length of service, staffing needs, reason for the leave and length of the leave of absence.

Request for a leave will be submitted in writing, stating the reasons why such leave should be granted, the proposed beginning date of such leave, and the date of termination of such leave. Such leave will not be granted by the department head when it is determined it would interfere with the normal operations of the City of West Fargo. Employees failing to return to duty upon completion of a leave of absence without pay shall be considered as voluntarily separated from employment, effective on the indicated date of return. The City Commission shall have the right to grant as many extensions to a leave of absence as determined necessary to the interests of the City.

A leave of absence will be granted with a condition of reinstatement to the same position or to another position of equal pay in the same department if such employment remains available. No change of employment status will occur without written notification to the employee before the conclusion of the leave of absence.

While on leave, employees will retain their years of service rights but will not earn additional benefits during their leave of absence.

5.10 Funeral Leave

Full-time regular employees will be granted three days of paid funeral leave, for spouses, children, siblings, parents, or grandparents and the “in-law” version of each. Other family members may be approved by Human Resources. Additional time may be granted to the employee for travel or funeral arrangements with use of vacation, compensatory or personal time. Leadership may request documentation for this absence. All non-qualifying funeral leaves must be taken as vacation, personal leave or compensatory time.

5.11 Military Leave

An employee who is either an enlisted person or an officer in the National Guard or Armed Forces Reserves shall be granted military leave in accordance with Sections 37-01-25 (Retain Status) and 37-01-25.1 (Reinstatement) of the North Dakota Century Code, which states military leave with pay shall be granted to all City employees up to a maximum of twenty (20) working days per calendar year based on 2080 hours per year, for those employees who have been employed continuously for a period of ninety (90) calendar days or more. In addition, any leave of absence necessitated by a full or partial mobilization of the reserve and national guard forces of the United States of America, or emergency state active duty, must be without loss of pay for the first thirty (30) days thereof less any other paid leave of absence which may have been granted during the calendar year pursuant to this section. However, if leave is required for weekend, daily, or hourly periods of drill for military training on a day in which a public officer or employee is scheduled to perform the work of the state or of a political subdivision, the officer or employee must be given the option of time off with a concurrent loss of pay for the period missed or must be given an opportunity to reschedule the work period so that the reserve or national guard weekend, daily, or hourly drill or period of training occurs during the time off from work without loss of status or efficiency rating.

Military members are required to present a copy of their military orders to their supervisor before taking military leave or at the earliest date a copy of the order becomes available. Military members may elect to use vacation or compensatory time in lieu of leave without pay. Military members in a leave without pay status will retain their years of service rights and accumulated benefits, but will not earn additional benefits during their leave of absence.

The military member may elect to continue employer-sponsored health insurance coverage by making payment of required insurance premiums. The City may elect to continue payment of the City’s portion of health and life insurance premiums for employees who are involuntarily mobilized to State or Federal Active Duty for a period up to six months.

The City will abide by the USERRA (Uniformed Services Employment and Re-employment Rights Act).

5.12 Leave Without Pay

In the event that an employee requests time off, but does not have sufficient leave balances to cover it, the supervisor may grant, at their discretion, Leave Without Pay (LWOP). This leave shall not be for longer than seven working days and employees must exhaust all eligible sick and vacation leave before a LWOP will be granted. Sick leave cannot be used to extend vacation days. Employees while on leave shall retain their years' service rights and benefits but shall earn no additional benefits, to include leave accrual.

VI. Compensation/Benefits

6.01 Position Classification and Salary Plan

Human Resources prepares and maintains a position classification plan and a salary plan that includes job descriptions, minimum qualification requirements, essential duties and functions, relative rank of various positions, base pay and step increases for all positions, and any other information which is deemed necessary and appropriate. The plan and any amendments to the plan will be subject to approval of the Board of City Commissioners.

Department heads have the authority to hire an employee at the pay rate of steps A-C, within the correct grade of the position. The City Administrator has the authority to approve any hire at steps D or E. If any individual should be hired at a step F or above, it will require City Commission approval.

Any change to a classification or grading of a position may be requested by department heads and will be determined by Human Resources.

6.02 Pay Periods

Pay periods consist of a two-week period beginning on Sunday at 12:00 a.m. and ending on Saturday at 11:59 p.m. Paychecks will be direct deposited the following Friday, after the last day of the previous pay period. For specific pay period start and end dates, please contact Payroll.

6.03 Unauthorized Work

Any work deemed as unauthorized City work or “off-the-clock” (work outside of scheduled hours that has not been approved by a supervisor) is strictly prohibited for non-exempt employees. Employees must record all hours worked. Under-reporting or over-reporting of work time is prohibited and will be considered falsification of time records, resulting in disciplinary action up to and including termination of employment.

6.04 Promotions

Promotion increases are to be granted on the effective date of the promotion when an individual is promoted to a position in a higher salary grade.

Any employee who is promoted to a higher wage grade classification will be placed into the step awarding a minimum five percent (5%) increase over current base salary (excluding out-of-grade pay).

6.05 Lateral Transfers

A lateral transfer occurs when an employee transfers to a different position inside or outside of his or her department in the same salary grade. Lateral transfers are typically not accompanied by an increase in pay at the time of the transfer.

6.06 Demotions

Demotion means either a voluntary or involuntary movement to a lower classification. The department head, in consultation with Human Resources, will determine whether a salary reduction is warranted. The department head or Human Resources may elect to freeze the salary of the employee receiving the demotion depending on the circumstances of the demotion.

6.07 Out-of-Grade Assignments

Any employee who is assigned to perform the functions of a higher position classification on an interim basis shall be paid according to the pay grade assigned to the higher classification.

Any employee who is moved out-of-grade to a higher wage grade classification will be placed into the step awarding a minimum five percent (5%) increase over current base salary. In no instance will the out-of-grade salary be less than the normal base salary plus the additional incentive percentage.

Requests for out-of-grade pay must be submitted to and approved by Human Resources and the City Administrator.

Out-of-grade pay for employees will be calculated and paid from the first day of assignment and will continue until the assignment has concluded. Out-of-grade pay shall be added to an employee's salary and is to be included in the calculation of overtime pay as required by the Fair Labor Standards Act (FLSA).

Out-of-grade pay will not be taken into consideration for promotional increases or the end-of-employment sick and vacation leave payout.

6.08 Elimination of Position/Lay Off/Reduction in Force (RIF)

Due to operational necessity or economic conditions, the City may have cause to eliminate, lay off, or temporarily suspend certain employment positions. An employee holding an eliminated employment position may be voluntarily or involuntarily terminated. An employee holding a temporarily suspended employment position may be terminated from employment with the opportunity of first notice for rehire when the employment position becomes available again.

When possible, the employee will be given at least a thirty (30) day written notice with the intent to lay off. Employees separated for no fault of their own will be placed on the re-employment list for one year. The order in which employees will be laid off shall be determined by the department head in accordance with employee's records and length of service with the City.

An employee holding an eliminated employment position may be voluntarily transferred to another available employment position with the City, if it is determined they are qualified to carry out those duties.

The employee will be assigned a salary step commensurate to the employee's knowledge, skills and abilities relating to the available employment position and within the assigned salary band for that position. The employee may receive a reduction in salary, but shall not be compensated less than the minimum wage, nor more than the maximum wage of the salary band.

6.09 Freezing of Pay

An employee whose salary is above the maximum of the salary range for his or her position will have no increases to base pay until the salary falls below the salary range maximum. This may occur if the position is regraded to a grading lower than the current one.

6.10 Overtime

Time worked in excess of 40 hours per week during any scheduled work week shall be considered overtime according to the Fair Labor Standards Act, except as stipulated for the sworn officers of the Police Department, firefighting employees of the Fire Department, or exempt employees. The department head or designated supervisor must approve all overtime before the employee working overtime.

Vacation, sick, holiday credit, personal time or compensatory time used or received during a pay period is not considered worked hours when calculating overtime. Only hours worked in excess of 40 hours per work week will be used to calculate overtime. Any excess hours above 40 hours of regular time in that week must actually be worked in order to receive overtime.

Exempt employees are not eligible for overtime. Upon departure from employment with the City, exempt employees will not be paid for any claimed administrative leave for “overtime” work.

The Fair Labor Standards Act recognizes, however, that exempt employees may perform non-exempt work and are thus entitled to overtime in emergencies. Under extremely unusual conditions, when the Board of City Commissioners officially declares an emergency within the City, exempt employees are eligible to receive overtime pay. It is expected that these conditions would be extremely rare and apply only when the City faces extraordinary situations.

Under an emergency declaration, nonexempt and exempt employees are eligible for overtime for all emergency-related hours worked in excess of 40 hours per week. In addition, hours worked on regular job responsibilities in excess of 40 hours per week that are attributable to emergency-related work accomplished during regularly scheduled hours will be paid as overtime for exempt employees.

6.11 Break Periods

The scheduling of break periods for all non-exempt employees is the responsibility of the employee’s immediate supervisor and/or department head, with the goal of providing a break for the employee while causing the least possible disruption for departmental operations.

Non-exempt employees who work at least five consecutive hours will be provided a break period of no less than 30 minutes. Break periods are not counted toward worked hours and are not compensable. Employees are to be completely relieved from duty during their break period. If an employee is called back and required to perform any work duties during their break period, the employee will be compensated for the entire 30 minute break period. Employees must notify their immediate supervisor as soon as possible if they worked during their break period.

Break periods may not be waived without prior approval by the employee’s immediate supervisor and/or department head. On-going waivers of break periods must be documented in writing and approved by the department head and the Human Resources Director before the start of the period during which breaks will be waived.

The City of West Fargo offers and encourages employees to take two 15 minute rest periods or breaks when able, but does not require them to be taken. Paid 15 minute breaks cannot be combined with

lunch breaks nor be used at the beginning or end of a shift, combined together to make a 30 minute break, or be banked to use at another time. Paid 15 minute breaks should be taken separately.

6.12 Lactation/Breastfeeding Break Periods

The City of West Fargo will provide a reasonable break time for an employee to express breast milk for her nursing child for one year after the child's birth each time such employee has need to express the milk. The City will also provide a place, other than a bathroom, that is shielded from view and free from intrusion of co-workers and the public, which may be used to express breast milk.

Breaks, if feasible, should be taken at the same time as the employee's regularly scheduled rest or meal periods. While a reasonable effort will be made to provide additional time beyond authorized breaks, any such time exceeding regularly scheduled and paid break time will be unpaid.

A clean and safe water source with facilities for washing hands and rinsing breast pump equipment will be made available. Refrigerators are also available so breast milk can be stored properly. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk.

6.13 On Call and Call Back Pay

On-call employees are non-exempt employees who are required by leadership to be available to provide specific essential city functions outside their normal regularly assigned duties. Employees must be formally assigned to be on-call by a supervisor and must respond to the required work site within one hour. While on call, employees must adhere to all City of West Fargo policies, including the Drug Free Workplace policy.

On-call employees will receive one hour of pay at the regular rate for each calendar day served on call. On-call shifts begin at the end of a regularly scheduled shift and end at the beginning of the next regularly scheduled shift. On-call pay is not included in the overtime calculation.

On-Site Call Back Pay

Any non-exempt employee that is called to work on-site outside of their scheduled shift will be paid as follows:

Initial Response - a minimum of two hours call back pay at one-and-one-half (1 ½) times the regular rate.
Subsequent Response(s) – actual time worked at one-and-one-half (1 ½) times the regular rate.

Remote Call Back Pay

Any scheduled on-call employee that is able to resolve issues remotely outside of their scheduled shift will be paid as follows:

Initial Response - a minimum of one hour call back pay at one-and-one-half (1 ½) times the regular rate.
Subsequent Response – actual time worked at one-and-one-half (1 ½) times the regular rate.

All non-exempt employees are eligible for call back pay, even if they are not scheduled to be on-call.

Early Call In

If an employee is called for an initial onsite response before the start of a regular shift, it will be designated as a shift change and will not result in additional call back pay.

Patrol Officers held over their regularly scheduled shift will be compensated at time-and-one-half for hours held over.

6.14 False Arrest Coverage

The City provides, at no employee cost, a false arrest insurance policy which may indemnify Police Department employees up to \$2,000,000 per occurrence, with no limit on number of occurrences, as a result of false arrest litigation brought against the employee due to the performance of the duties of the position.

6.15 Jury and Witness Pay

An employee called to jury duty will be granted time off with pay, less the amount of fees received for jury service.

When an employee is called as a witness on behalf of the City, the City will reimburse the employee for travel-related mileage, meals, and lodging. If the employee is fully reimbursed from another party, the City will not make additional reimbursement to the employee. No time shall be deducted for the absence of such employee as a witness, but the employee must remit the witness fee to the City. However, if leave is taken for this period of time, the employee may retain the witness fee.

When an employee is called as a witness when the City is not a party to the action, the employee will be required to take vacation, compensatory time, or personal leave and may collect witness fees and mileage from the proper party.

When law enforcement staff are called as witnesses in a criminal or civil case as a result of matters arising out of official duties, they are deemed to be performing duties and services for the City. When appearing in District Court during unscheduled duty hours, police officers will be paid overtime. The police officer must remit any witness fees to the City. The term "witness" includes "expert witness."

An employee who is personally interested in, or a party to a criminal or civil action, or who voluntarily appears as a witness must use vacation or compensatory time or take leave without pay.

6.16 Uniforms and City Apparel

In departments where uniforms are required, the City will provide uniforms for employees. Any replacement of uniforms will be at the discretion of the department head. Departments will keep a list of allowable uniform items and the process for which uniforms can be ordered.

Employees may choose to purchase City of West Fargo apparel through an approved vendor. They will then reimburse the city through the payroll process to cover the cost of the items.

6.17 Unemployment Coverage

Employees are governed by the rules under the North Dakota Unemployment Insurance Laws. The employer or the employee has the right to appeal any determination made by North Dakota Job Service regarding claims submitted.

6.18 Employee Assistance Program

The City of West Fargo offers an Employee Assistance Program (EAP). This program is a full-service program which includes confidential and comprehensive counseling services for employees.

The decision to seek or accept assistance through the EAP will not adversely affect an employee's job security or advancement opportunities. However, participation in the EAP in no way relieves the employee of the responsibility to meet acceptable work performance and attendance standards.

6.19 Organization Membership

Membership in a professional organization is valuable to our employees, as well as to our organization. The City of West Fargo will pay 100 percent of annual membership fees required for an employee to belong to a job-related professional organization upon approval by the department head. The City will also pay 100 percent of the fees required for employees to maintain a professional designation that is directly related to their job. The City Administrator must approve, in writing, any exceptions to this policy.

The City also will pay 100 percent of the expenses associated with attending periodic meetings and seminars sponsored by professional organizations that directly relate to the employee's job. Employees seeking to attend such meetings must have department head approval before registering.

6.20 Travel

Time spent commuting from home to work or work to home is not compensable and is not considered travel time for the purposes of this section.

In-Town Travel and Personal Mileage Reimbursement

City employees who are considered mobile and have work assignments in the field are provided a City vehicle to use for City business under certain utilization thresholds. City employees who do not meet that threshold shall use their personal means of transportation. Mileage reimbursement requests shall be completed on a monthly cycle.

City employees are eligible for reimbursement of in-town mileage incurred using their personal vehicles if approved by their supervisor. Department heads and supervisors are responsible for monitoring mileage driven and reimbursements to their City employees. The rate of reimbursement shall be the rate in effect at the time of travel as determined by the IRS and shall be substantiated with a mileage log that shows the dates traveled, destination, and reason for in-town travel. Mileage log documentation shall be included with the travel reimbursement voucher at the time of payment request to capture an adequate level of substantiation.

No reimbursement shall be made for elected officials, department heads, supervisors, or City employees for incidental in-town travel or commuting to and from work and their home. If reassigned because of a natural or other disaster from their normal working location, their new location shall be considered their place of work for commuting purposes.

Out-of-Town Travel Time during Normal Work Hours

The time exempt and non-exempt employees spend engaged in travel during their regularly scheduled work hours on any day of the week (including non-scheduled days) is treated as hours worked. This travel time is paid at the employee's regular hourly rate of pay (or at the overtime rate if applicable

based on hours worked). Compensable travel time includes any portion of authorized travel, such as airport layovers.

Out-of-Town Travel Time Outside of Normal Work Hours

The time exempt and non-exempt employees spend in travel outside of their regularly scheduled worked hours (including non-scheduled days) is only treated as hours worked if they are engaged as a driver or passenger in an automobile, plane or any other mode of transportation. This travel time is paid at the employee's regular hourly rate of pay (or overtime rate if applicable based on hours worked). Time spent on non-travel activities outside of the normal work hours (including non-scheduled days) is not compensable.

Employees whose travel plans have been approved are responsible for making their own travel arrangements. City vehicles should be used for travel if available. If a City vehicle is not available, mileage for use of personal vehicles will be compensated at the standard IRS rate.

Employees will be reimbursed for reasonable business travel expenses incurred while on City business or related activities away from the City, as allowed under NDCC 44-08-04. All travel must be pre-approved by the department head. To receive reimbursement, a travel reimbursement form must be completed by the employee and signed by the Department Head. The form is available from the Finance Office. Paperwork must be accompanied by required receipts and submitted in a timely manner.

VII. Conclusion

We value each employee working for the City of West Fargo. The policies outlined in this handbook are not a legal contract of employment, nor are they fully inclusive of all policies and procedure that may apply to individual positions. They are intended to provide information that will assist you in your employment with the City of West Fargo.



“Consent” or “Regular” Agenda
Item?
[Regular]

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:

Police and Fire

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:

Administration/Finance

City Administrator

Dustin T. Scott

Assistant City Administrator

Vacant

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: November 20, 2023

Subject: District No. 2276 – Roundabout at 9th St W and 52nd Ave W

Action: Conduct the Resolution of Necessity Public Hearing; Approve Resolution of Insufficient Protests and Task Order for “Basic Services”; and Direct Engineer to prepare Plans and Specifications.

New Information and Recommendation:

On October 2, 2023 the Commission approved the Resolution of Necessity which scheduled the public hearing for November 20th. Upon conclusion of this public hearing, if the Commission so chooses to move forward with the project as proposed the next step in the process is to direct the Engineer to prepare plans and specifications for the project.

The following documents are attached for review/consideration:

- Task Order No. 68-2
- Associated Resolutions

Staff Recommendation: Conduct the Resolution of Necessity Public Hearing; Approve Resolution of Insufficient Protests and Task Order for “Basic Services”; and Direct Engineer to prepare Plans and Specifications.

Financial Analysis:

This project is presented per the policy established with the 2022 CIP of assessing 80% of regional reconstruction projects. The City's financial contribution to the project is proposed to utilize Capital Improvement Sales Tax revenue.

Previously Presented Information and Commission Actions:

October 2, 2023;

- **Staff Recommendation:** Authorize Resolution of Necessity
- **Commission Action:** Commissioner Olson moved and Commissioner Simmons seconded to approve. Commissioners George and Anderson opposed, motion carried on a 3:2 vote.

September 18, 2023:

- **Staff Recommendation:** Create Improvement District No. 2276 and Approve Engineer's Report.
- **Commission Action:** Commissioner Simmons moved and Commissioner Olson seconded. Commissioner George and Anderson opposed. Motion carried on a 3:2 vote

October 16, 2023:

- **Staff Recommendation:** Authorize Engineer to prepare a Task Order for “Basic Services”
- **Commission Action:** Commissioner Olson moved and Commissioner Anderson seconded to approve. Commissioner Simmons was absent and not voting. No opposition, motion carried.

EXHIBIT A to MSA

Task Order for Design & Construction Services

This is Task Order No. 68-2
consisting of 21 pages.

Task Order 68-2

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated May 1, 2018 and approved by the West Fargo City Commission on September 4, 2018 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: September 28, 2023
- b. Owner: City of West Fargo
- c. Engineer: Moore Engineering, Inc.
- d. Specific Project Title: Improvement District No. 2276
- e. Specific Project Description: Street Reconstruction and Incidentals, 52nd Avenue & 9th Street West Intersection Improvements
- f. Project Background: Basic Services of the intersection improvements for the roundabout including the final design and construction services. Also includes additional efforts for the special assessment process, right-of-way administration and additional record drawing tasks.

2. Services of Engineer

The specific services to be provided or furnished by Engineer under this Task Order are as follows:

A. *Preliminary Design Phase – Prior to Preliminary Design, the city will complete any studies, reports, and/or any other work necessary to evaluate project alternatives and estimated costs. Services under this phase will begin once a preferred alternative is determined and the corresponding "Engineer's Study" has been approved by the Board of City Commissioners.*

1. Engineer shall:

- a. Coordinate a meeting with the Owner to review the project and task order to ensure mutual understanding of the objectives, requirements, schedule, etc. prior to starting work.
- b. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any deliverables executed by other Owner consultants, such as technical data, reports, drawings and specifications, etc. shall be provided to Engineer.
- c. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and

Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any deliverables executed by other Owner consultants, such as technical data, reports, drawings and specifications, etc. shall be provided to Engineer.

- d. Provide necessary field surveys, topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data." If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
- e. Visit the Site as needed to prepare the Preliminary Design Phase documents.
- f. Advise Owner if additional reports, data, information, or services are necessary and assist Owner in obtaining such reports, data, information, or services.
- g. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
- h. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
- i. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents.
- j. Obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2018 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
- k. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.
- l. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

2. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables

B. *Final Design Phase*

1. Engineer shall:
 - a. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any deliverables executed by other Owner consultants, such as technical data, reports, drawings and specifications, etc. shall be provided to Engineer.
 - b. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 - c. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any deliverables executed by other Owner consultants, such as technical data, reports, drawings and specifications, etc. shall be provided to Engineer.
 - d. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 - e. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 - f. After consultation with Owner, identify extent of final rights of way, both temporary and permanent, needed for construction of the project.
 - g. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 - h. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 - i. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 - j. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts

of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

- k. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.
2. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
3. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one.

C. *Bidding or Negotiating Phase*

1. Engineer shall:
 - a. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any addenda from other Owner consultants shall be provided to Engineer.
 - c. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 - d. Consult with Owner as to the qualifications of prospective contractors.
 - e. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 - f. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work.

- g. Attend the bid opening as needed, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts. Bid tabulations will be provided in pdf and spreadsheet format.
 - h. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 - i. Coordinate execution of Contract by assembling contract documents for review by Owner, Owner's Attorney, and Contractor and assist in routing contracts between entities to obtain necessary signatures.
2. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

D. *Construction Phase*

1. Engineer shall:
- a. *General Administration of Construction Contract*: Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 - b. *Resident Project Representative (RPR)*: Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth below. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth below.
 - 1) Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
 - 2) Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any

Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in in this Task Order, are applicable.

3) The duties and responsibilities of the RPR are as follows:

- a) *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
- b) *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
- c) *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
- d) *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
- e) *Liaison*
 - Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
- f) *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
- g) *Shop Drawings and Samples*
 - Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes

that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

- h) *Proposed Modifications*: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
- i) *Review of Work; Defective Work*
 - Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and
 - Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
- j) *Inspections, Tests, and System Start-ups*
 - Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
 - Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
- k) *Records*
 - Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
 - Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.
 - Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - Maintain records for use in preparing Specific Project documentation.
 - Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
- l) Reports
- Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
 - Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
- m) *Payment Requests*: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- n) *Certificates, Operation and Maintenance Manuals*: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
- o) Completion:
- Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.
 - Participate in Engineer's visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit A.1).
- 4) Resident Project Representative shall not:

- a) Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including “or-equal” items).
 - b) Exceed limitations of Engineer’s authority as set forth in this Agreement.
 - c) Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 - d) Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
 - e) Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - f) Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - g) Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 - h) Authorize Owner to occupy the Specific Project in whole or in part
- c. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
- d. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
- e. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
- f. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- g. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer’s judgment are necessary to enable Contractor to proceed.
- h. *Visits to Site and Observation of Construction:* In connection with observations of Contractor’s Work while it is in progress:
 - 1) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor’s executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the

Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner for observations requiring their expertise.

- 2) The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
- i. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
 - j. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
 - k. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner. Any clarifications, interpretation, or decision shall be provided by the Owner's applicable consultant.
 - l. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

- m. *Change Orders and Work Change Directives*: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- n. *Differing Site Conditions*: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner. Any reviews, obtaining of information, and preparation of findings, conclusions, and recommendations shall be provided by the Owner's applicable consultant.
- o. *Non-reviewable matters*: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
- p. *Shop Drawings, Samples, and Other Submittals*: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
- q. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- r. *Inspections and Tests*:
 - 1) Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - 2) As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - 3) Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- s. *Change Proposals and Claims*:
 - 1) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's

supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

- 2) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any pertinent information shall be provided to Engineer.
- t. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- 1) Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract.
 - 2) Provide justification on pay items that end up over/under the contract quantity.
 - 3) Provide final payment spreadsheet as requested by Owner.
- u. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph 2.D.1.p. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
- v. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
- w. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit A.1 ("Notice of Acceptability of Work") to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.

- x. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- y. *Construction Staking:* Engineer will provide the following upon request of the Contractor
 - 1) Water Mains/ Force Mains
 - a) Centerline with offsets at 50' intervals
 - b) Cut stakes to top of pipe with hubs, if plan calls for specified grades
 - c) Curb Stop Locations
 - 2) Storm-Sanitary Sewers
 - a) Centerline stakes with offsets and cuts to inverts at 50' intervals
 - b) Manholes with offsets
 - c) Inlets with offsets
 - d) Wye locations
 - e) Service ends with grades
 - 3) Streets
 - a) Initial dirt grade stakes with lath every 100' and at high and low
 - b) Subgrade blue tops for centerline and curb and gutter areas if so specified in construction contract
 - c) Centerline gravel blue tops if so specified in construction contract
 - d) Curb & gutter flow line stakes with offsets every 25'
 - e) Concrete Paving grade stakes with offset at 25' intervals plus high and low points
 - 4) Lift Stations (without buildings)
 - a) Location & elevation of rim and invert centerline of wet well, dry well, and/or check valve manhole
 - 5) Buildings
 - a) Location & elevation of corners of first floor with offsets
 - 6) Sidewalks/Multi-Use Paths
 - a) Elevation & location of "Outside" finished edge (one edge) of Sidewalk or Multi-Use Path @ 25' stationing
 - 7) Channels/Embankments
 - a) Centerline cut/fill, daylights, and temporary construction easement limits (every 200')
 - b) Culvert alignment, lengths, and invert elevations with offsets
 - c) Structure locations and invert elevations with offsets
 - 8) Ponds/Lakes
 - a) Location and elevation of bottom of lake/pond every 200'
 - b) Location and elevation of changes in slopes (i.e. hinges) every 200'
 - c) Location and elevation of contour defining bottom of planting area used to protect slopes every 200'
 - d) Topsoil stripping location every 200'
 - e) Five elevation control points.
- 2. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more

than one prime contract as indicated in Paragraph 2.B.3, then Construction Phase services may be rendered at different times in respect to the separate contracts.

E. *Post-Construction Phase*

1. Engineer shall:
 - a. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 - b. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
2. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified, will terminate twelve months after the commencement of the Construction Contract's correction period.

F. *Commissioning Phase*

1. Engineer shall:
 - a. Assist Owner in connection with the adjusting of Specific Project equipment and systems.
 - b. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
 - c. Prepare operation and maintenance manuals.
 - d. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.
 - e. Prepare and furnish to Owner Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor. Record Drawings shall include:
 - 1) Significant changes made during construction along with survey ("gps") points on significant surface infrastructure features including manholes, catch basins, curb stops, valves, hydrants, and street lights.
 - 2) Record Drawings will be supplied in DWG and PDF format and survey ("gps") points will be supplied in CSV format.

3. Additional Services

Additional Services authorized or necessary under this Task Order are:

A. *Study and Report Services*

1. Special Assessment Administration
 - a. Coordinate with City Engineer to establish benefitting area(s).

- b. Based on proposed infrastructure at specified project stages, prepare (or update) benefitting area maps, assessment philosophy narrative and preliminary special assessment allocations based on City Policy at the following project stages:

- 1) City Engineer's Report
 - a) City Preliminary Engineer's Report results (if applicable)
 - b) City Final Engineer's Report results
- 2) After bid results

B. *Additional Design Related Services*

1. Right-of-Way Administration

- a. Property Owner coordination and correspondence pertaining to potential right-of-way needs.
- b. Prepare additional concept exhibits pertaining to the right-of-way process.
- c. For right-of-way required for construction and maintenance of the Project, prepare:
 - 1) Draft permanent Easement exhibits (Assume 4 acquisitions)
 - 2) Temporary Easement exhibits (Assume 5 properties)
 - 3) Final permanent Easement exhibits (Assume 4 acquisitions)
 - 4) Final Temporary Easement exhibits (Assume 5 properties)
 - 5) Stake easements (Assume 4 properties)

C. *Additional Construction Services*

1. Record Drawing Administration

- a. Collect survey ("gps") points of surface infrastructure features, which may include manholes, catch basins, curb stops, valves, hydrants, street lights and other similar items.
- b. Collect survey ("gps") points of subsurface/3D infrastructure features, which may include approximate center of structure, invert elevations within manholes, air release valve & boxes, or water main gate valve & boxes, and other similar items.
- c. Prepare and furnish to Owner Record Drawings and Record GIS Data showing appropriate record information based on survey ("gps") points illustrating significant changes made to surface infrastructure features in addition to Project annotated record documents received from Contractor.
- d. GIS data will be supplied in shapefile format to be supplied to the City for use within City webmap. The infrastructure records will be modified based on the survey data and reflected accordingly within the GIS files.
- e. Record Drawings will be supplied in DWG and PDF format and survey ("gps") points will be supplied in CSV format.

- f. Additional Record Drawing deliverables to be prepared in GIS for the following project stages include the following:
 - 1) After Award of Construction Contract
 - 2) After installation of underground utilities
 - 3) After winter shut-down of the construction efforts
 - 4) After the project is ready for final payment completion date
 - 5) Other Owner requested intermediate project stages

4. City's Responsibilities

City shall have those responsibilities as follows:

- A. City shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to unreasonably delay or interfere with the services of MEI
- B. City shall be responsible for, and MEI may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by City to MEI pursuant to this Agreement. MEI may use such requirements, reports, data, and information in performing or furnishing services under this Agreement. Nothing in this paragraph shall be construed to require MEI to affirmatively determine the accuracy of information that is prepared for City by other licensed professionals (including, but not limited to, land surveyors, geotechnical engineers, accountants, insurance and surety professionals, and attorneys) who are not engaged directly by MEI.
- C. City shall provide for MEI's right to enter the property owned by City and/or others in order for MEI to fulfill its services.

5. Task Order Schedule

In addition to any schedule provisions provided elsewhere, the parties shall meet the following schedule:

- A. The services covered by this Task Order will terminate twelve months after the commencement of the Construction Contract's correction period

6. Payments to Engineer

- A. City shall pay Engineer for services rendered under this Task Order as follows:
 - a. Compensation for services outlined in Section 3 shall be on a Time and Material basis in accordance with the Standard Hourly Rates shown in Exhibit B of the Agreement.

TASK CATEGORY & TASK	TASK ORDER NO.	PREVIOUS FEE (\$)	INCREASED FEE (\$)	AMENDED MAXIMUM FEE (\$)
Study & Report Services				
Technical Memorandum	68	\$15,000	\$0	\$15,000
Special Assessment Administration	68-1 68-2	\$2,000	\$15,000	\$17,000
Additional Design Related Services				
Public Outreach	68-1	\$39,500	\$0	\$39,500
Right-of-Way Administration	68-1 68-2	\$8,000	\$17,000	\$25,000
Additional Construction Services				
Additional Record Drawings	68-2	\$0	\$4,000	\$4,000
ADDITIONAL SERVICES SUBTOTAL (TO 68-2)			\$36,000	
ADDITIONAL SERVICES SUBTOTAL (68 68-1 68-2)		\$64,500	\$36,000	\$100,500

- b. Compensation for services outlined in the Preliminary Design, Final Design, Bidding or Negotiation, Construction, Post-Construction, and Commissioning Phases shall be made according the following table:

Project Type	Preliminary Design, Final Design, Bidding or Negotiation Phases (% of Final Construction Contract Value plus value of any alternates designed but not constructed)	Construction, Post-Construction, and Commissioning Phases (% of Final Construction Contract Value)
Projects designed and constructed in accordance with NDDOT requirements	6%	6%
All other projects	5.5%	5.5%
Estimated Value of Final Construction Contract		\$1,880,000.00
Estimated Compensation based on 11% of Construction		\$206,800.00
TOTAL TASK ORDER (TO 68-2)		\$242,800.00

- c. Compensation for services referenced in 6.A.a (Additional Services) and 6.A.b (Basic Services) are summarized in the following table.

Services to be Provided	Estimated Compensation
Additional Services Subtotal	\$100,500.00
Estimated Compensation based on 11% of Construction	\$206,800.00
TOTAL ESTIMATED COMPENSATION UNDER ALL TASK ORDERS (68 68-1 68-2)	\$307,300.00

B. The terms of payment are set forth in Article 4 of the Agreement.

7. Consultants retained as of the Effective Date of the Task Order:

a. None

8. Other Modifications to Agreement and Exhibits:

a. None

9. Attachments:

a. None

10. Other Documents Incorporated by Reference:

a. None

11. Terms and Conditions

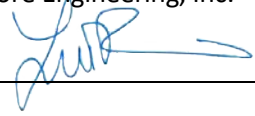
Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon receipt of a copy of this Task Order signed by City.

The Effective Date of this Task Order No. 68-2 is September 28, 2023.

CITY: City of West Fargo

ENGINEER: Moore Engineering, Inc.

By: _____

By:  _____

Print Name: Dustin T. Scott, PE

Print Name: Lee Beauvais, PE

Title: City Administrator

Title: Chief Production Officer

Engineer License or Firm's 011C
Certificate No. (if required): _____
State of: North Dakota

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Dustin T. Scott, PE

Name: Matt Welle, PE

Title: City Administrator

Title: Senior Project Manager

Address: 800 4th Ave E. Suite #1
West Fargo, ND 58078

Address: 925 10th Avenue East,
West Fargo, ND 58078

E-Mail Dustin.Scott@westfargond.gov
Address: _____

E-Mail Matt.Welle@mooreengineeringinc.com
Address: _____

Phone: (701) 515-5050

Phone: (701) 282-4692



NOTICE OF ACCEPTABILITY OF WORK

SPECIFIC PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To:

OWNER

And To:

CONTRACTOR

From:

ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the following terms and conditions of this Notice.

Exhibit A.1 cont'd

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Specific Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

The City Auditor presented an affidavit showing publication in the official newspaper of the City of the Resolution of Necessity heretofore adopted to the improvement proposed to be made in Improvement District No. 2276 – 9th St W and 52nd Ave W Roundabout and Incidentals as directed by the provisions of said Resolution which affidavit was examined, found to be satisfactory and ordered to be placed on file.

The City Auditor reported that no less than thirty days having expired since the first publication of said Resolution, there were no property owners liable to be specially assessed for said improvement who filed protests against the making thereof in the office of said City Auditor within the said thirty day period as provided by law.

Commissioner _____ introduced the following Resolution and moved its adoption:

RESOLUTION DETERMINING THAT NOT SUFFICIENT PROTESTS WERE FILED ON
IMPROVEMENT IN IMPROVEMENT DISTRICT NO. 2276 – 9th ST W AND 52nd AVE W
ROUNDAABOUT AND INCIDENTALS

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, North Dakota, that said Board of City Commissioners has heretofore by Resolution determined and declared it necessary to construct an improvement in Improvement District No. 2271 – 9th St W and 52nd Ave W Roundabout and Incidentals of the City of West Fargo, consisting of removing the existing 2-way stop intersection at 9th St W and 52nd Ave W and installing a single-lane roundabout used or useful in connection with the above specified improvements and that said Resolution has been duly published as required by law, and that not less than thirty days have expired since the first publication thereof, and the opportunity having been afforded as provided by law for the property owners liable to be specially assessed for said improvement to file protests against the making thereof, and this Board having duly met to consider all protests so filed, and being fully advised in the premises, it is hereby determined that not sufficient protests were filed within the time and manner provided by law against the making of said improvement; therefore, the Board of City Commissioners and this City are authorized to proceed with the construction of the same and to pay the cost thereof by the levy of special assessments.

Dated: November 20, 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 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 removing the existing 2-way stop intersection at 52nd Ave W and 9th St W and installing a single lane roundabout used or useful in connection with the above specified improvements, be constructed and made in Improvement District No. 2276 – 9th St W and 52nd Ave W Roundabout 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 plans and specifications for such work.

Dated: November 20, 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]

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:

Police and Fire

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:

Administration/Finance

City Administrator

Dustin T. Scott

Assistant City Administrator

Vacant

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: November 20, 2023

Subject: District No. 2280 – Roundabout at 23rd Ave E and 6th St E

Action: Conduct the Resolution of Necessity Public Hearing; Approve Resolution of Insufficient Protests and Task Order for “Basic Services”; and Direct Engineer to prepare Plans and Specifications.

New Information and Recommendation:

On October 2, 2023 the Commission approved the Resolution of Necessity which scheduled the public hearing for November 20th. Upon conclusion of this public hearing, if the Commission so chooses to move forward with the project as proposed the next step in the process is to direct the Engineer to prepare plans and specifications for the project.

The following documents are attached for review/consideration:

- Task Order No. 82-1
- Associated Resolutions

Staff Recommendation: Conduct the Resolution of Necessity Public Hearing; Approve Resolution of Insufficient Protests and Task Order for “Basic Services”; and Direct Engineer to prepare Plans and Specifications.

Financial Analysis:

This project is presented per the policy established with the 2022 CIP of assessing 80% of regional reconstruction projects. The City's financial contribution to the project is proposed to utilize Capital Improvement Sales Tax revenue.

Previously Presented Information and Commission Actions:

October 2, 2023:

- **Staff Recommendation:** Authorize Resolution of Necessity
- **Commission Action:** Commissioner Olson moved and Commissioner Simmons seconded to approve. No Opposition, motion carried.

September 18, 2023:

- **Staff Recommendation:** Create Improvement District No. 2280 and Approve Engineer's Report.
- **Commission Action:** Commissioner Olson moved and Commissioner Simmons seconded. Commissioner George and Anderson opposed. Motion carried on a 3:2 vote.

October 16, 2023:

- **Staff Recommendation:** Authorize Engineer to prepare a Task Order for “Basic Services”
- **Commission Action:** Commissioner Olson moved and Commissioner Anderson seconded to approve. Commissioner Simmons was absent and not voting. No opposition, motion carried.

EXHIBIT A to MSA

Task Order for Design & Construction Services

This is Task Order No. 82-1
consisting of 21 pages.

Task Order 82-1

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated May 1, 2018 and approved by the West Fargo City Commission on September 4, 2018 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: September 28, 2023
- b. Owner: City of West Fargo
- c. Engineer: Moore Engineering, Inc.
- d. Specific Project Title: Improvement District No. 2280
- e. Specific Project Description: Street Reconstruction and Incidentals, 23rd Avenue & 6th Street East Intersection Improvements
- f. Project Background: Basic Services of the intersection improvements for the roundabout including the final design and construction services. Also includes additional efforts for the special assessment process, right-of-way administration and additional record drawing tasks.

2. Services of Engineer

The specific services to be provided or furnished by Engineer under this Task Order are as follows:

A. *Preliminary Design Phase – Prior to Preliminary Design, the city will complete any studies, reports, and/or any other work necessary to evaluate project alternatives and estimated costs. Services under this phase will begin once a preferred alternative is determined and the corresponding "Engineer's Study" has been approved by the Board of City Commissioners.*

1. Engineer shall:

- a. Coordinate a meeting with the Owner to review the project and task order to ensure mutual understanding of the objectives, requirements, schedule, etc. prior to starting work.
- b. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any deliverables executed by other Owner consultants, such as technical data, reports, drawings and specifications, etc. shall be provided to Engineer.
- c. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and

Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any deliverables executed by other Owner consultants, such as technical data, reports, drawings and specifications, etc. shall be provided to Engineer.

- d. Provide necessary field surveys, topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data." If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
- e. Visit the Site as needed to prepare the Preliminary Design Phase documents.
- f. Advise Owner if additional reports, data, information, or services are necessary and assist Owner in obtaining such reports, data, information, or services.
- g. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
- h. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
- i. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents.
- j. Obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2018 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
- k. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.
- l. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

2. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables

B. *Final Design Phase*

1. Engineer shall:

- a. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any deliverables executed by other Owner consultants, such as technical data, reports, drawings and specifications, etc. shall be provided to Engineer.
- b. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
- c. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any deliverables executed by other Owner consultants, such as technical data, reports, drawings and specifications, etc. shall be provided to Engineer.
- d. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
- e. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
- f. After consultation with Owner, identify extent of final rights of way, both temporary and permanent, needed for construction of the project.
- g. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
- h. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
- i. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
- j. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts

of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

- k. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.
2. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
3. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one.

C. *Bidding or Negotiating Phase*

1. Engineer shall:
 - a. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any addenda from other Owner consultants shall be provided to Engineer.
 - c. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 - d. Consult with Owner as to the qualifications of prospective contractors.
 - e. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 - f. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work.

- g. Attend the bid opening as needed, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts. Bid tabulations will be provided in pdf and spreadsheet format.
 - h. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 - i. Coordinate execution of Contract by assembling contract documents for review by Owner, Owner's Attorney, and Contractor and assist in routing contracts between entities to obtain necessary signatures.
2. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

D. *Construction Phase*

1. Engineer shall:
- a. *General Administration of Construction Contract*: Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 - b. *Resident Project Representative (RPR)*: Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth below. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth below.
 - 1) Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
 - 2) Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any

Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in in this Task Order, are applicable.

- 3) The duties and responsibilities of the RPR are as follows:
- a) *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - b) *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - c) *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 - d) *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 - e) *Liaison*
 - Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
 - f) *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
 - g) *Shop Drawings and Samples*
 - Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes

that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

- h) *Proposed Modifications*: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
- i) *Review of Work; Defective Work*
 - Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and
 - Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
- j) *Inspections, Tests, and System Start-ups*
 - Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
 - Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
- k) *Records*
 - Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
 - Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.
 - Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - Maintain records for use in preparing Specific Project documentation.
 - Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
- l) Reports
- Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
 - Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
- m) *Payment Requests*: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- n) *Certificates, Operation and Maintenance Manuals*: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
- o) Completion:
- Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.
 - Participate in Engineer's visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit A.1).
- 4) Resident Project Representative shall not:

- a) Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including “or-equal” items).
 - b) Exceed limitations of Engineer’s authority as set forth in this Agreement.
 - c) Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 - d) Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
 - e) Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - f) Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - g) Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 - h) Authorize Owner to occupy the Specific Project in whole or in part
- c. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
- d. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
- e. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
- f. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- g. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer’s judgment are necessary to enable Contractor to proceed.
- h. *Visits to Site and Observation of Construction:* In connection with observations of Contractor’s Work while it is in progress:
 - 1) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor’s executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the

Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner for observations requiring their expertise.

- 2) The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
- i. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
 - j. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
 - k. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner. Any clarifications, interpretation, or decision shall be provided by the Owner's applicable consultant.
 - l. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

- m. *Change Orders and Work Change Directives*: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- n. *Differing Site Conditions*: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner. Any reviews, obtaining of information, and preparation of findings, conclusions, and recommendations shall be provided by the Owner's applicable consultant.
- o. *Non-reviewable matters*: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
- p. *Shop Drawings, Samples, and Other Submittals*: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
- q. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- r. *Inspections and Tests*:
 - 1) Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - 2) As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - 3) Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- s. *Change Proposals and Claims*:
 - 1) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's

supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

- 2) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any pertinent information shall be provided to Engineer.
- t. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- 1) Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract.
 - 2) Provide justification on pay items that end up over/under the contract quantity.
 - 3) Provide final payment spreadsheet as requested by Owner.
- u. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph 2.D.1.p. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
- v. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
- w. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit A.1 ("Notice of Acceptability of Work") to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.

- x. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- y. *Construction Staking:* Engineer will provide the following upon request of the Contractor
 - 1) Water Mains/ Force Mains
 - a) Centerline with offsets at 50' intervals
 - b) Cut stakes to top of pipe with hubs, if plan calls for specified grades
 - c) Curb Stop Locations
 - 2) Storm-Sanitary Sewers
 - a) Centerline stakes with offsets and cuts to inverts at 50' intervals
 - b) Manholes with offsets
 - c) Inlets with offsets
 - d) Wye locations
 - e) Service ends with grades
 - 3) Streets
 - a) Initial dirt grade stakes with lath every 100' and at high and low
 - b) Subgrade blue tops for centerline and curb and gutter areas if so specified in construction contract
 - c) Centerline gravel blue tops if so specified in construction contract
 - d) Curb & gutter flow line stakes with offsets every 25'
 - e) Concrete Paving grade stakes with offset at 25' intervals plus high and low points
 - 4) Lift Stations (without buildings)
 - a) Location & elevation of rim and invert centerline of wet well, dry well, and/or check valve manhole
 - 5) Buildings
 - a) Location & elevation of corners of first floor with offsets
 - 6) Sidewalks/Multi-Use Paths
 - a) Elevation & location of "Outside" finished edge (one edge) of Sidewalk or Multi-Use Path @ 25' stationing
 - 7) Channels/Embankments
 - a) Centerline cut/fill, daylights, and temporary construction easement limits (every 200')
 - b) Culvert alignment, lengths, and invert elevations with offsets
 - c) Structure locations and invert elevations with offsets
 - 8) Ponds/Lakes
 - a) Location and elevation of bottom of lake/pond every 200'
 - b) Location and elevation of changes in slopes (i.e. hinges) every 200'
 - c) Location and elevation of contour defining bottom of planting area used to protect slopes every 200'
 - d) Topsoil stripping location every 200'
 - e) Five elevation control points.
- 2. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more

than one prime contract as indicated in Paragraph 2.B.3, then Construction Phase services may be rendered at different times in respect to the separate contracts.

E. *Post-Construction Phase*

1. Engineer shall:
 - a. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 - b. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
2. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified, will terminate twelve months after the commencement of the Construction Contract's correction period.

F. *Commissioning Phase*

1. Engineer shall:
 - a. Assist Owner in connection with the adjusting of Specific Project equipment and systems.
 - b. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
 - c. Prepare operation and maintenance manuals.
 - d. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.
 - e. Prepare and furnish to Owner Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor. Record Drawings shall include:
 - 1) Significant changes made during construction along with survey ("gps") points on significant surface infrastructure features including manholes, catch basins, curb stops, valves, hydrants, and street lights.
 - 2) Record Drawings will be supplied in DWG and PDF format and survey ("gps") points will be supplied in CSV format.

3. Additional Services

Additional Services authorized or necessary under this Task Order are:

A. *Study and Report Services*

1. Special Assessment Administration
 - a. Coordinate with City Engineer to establish benefitting area(s).

- b. Based on proposed infrastructure at specified project stages, prepare (or update) benefitting area maps, assessment philosophy narrative and preliminary special assessment allocations based on City Policy at the following project stages:

- 1) City Engineer's Report
 - a) City Preliminary Engineer's Report results (if applicable)
 - b) City Final Engineer's Report results
- 2) After bid results

B. *Additional Design Related Services*

1. Right-of-Way Administration

- a. Property Owner coordination and correspondence pertaining to potential right-of-way needs.
- b. Prepare concept exhibits pertaining to the right-of-way process.
- c. For right-of-way required for construction and maintenance of the Project, prepare:
 - 1) Draft permanent Easement exhibits (Assume 4 acquisitions)
 - 2) Temporary Easement exhibits (Assume 5 properties)
 - 3) Final permanent Easement exhibits (Assume 4 acquisitions)
 - 4) Final Temporary Easement exhibits (Assume 5 properties)
 - 5) Stake easements (Assume 4 properties)

C. *Additional Construction Services*

1. Record Drawing Administration

- a. Collect survey ("gps") points of surface infrastructure features, which may include manholes, catch basins, curb stops, valves, hydrants, street lights and other similar items.
- b. Collect survey ("gps") points of subsurface/3D infrastructure features, which may include approximate center of structure, invert elevations within manholes, air release valve & boxes, or water main gate valve & boxes, and other similar items.
- c. Prepare and furnish to Owner Record Drawings and Record GIS Data showing appropriate record information based on survey ("gps") points illustrating significant changes made to surface infrastructure features in addition to Project annotated record documents received from Contractor.
- d. GIS data will be supplied in shapefile format to be supplied to the City for use within City webmap. The infrastructure records will be modified based on the survey data and reflected accordingly within the GIS files.
- e. Record Drawings will be supplied in DWG and PDF format and survey ("gps") points will be supplied in CSV format.

- f. Additional Record Drawing deliverables to be prepared in GIS for the following project stages include the following:
 - 1) After Award of Construction Contract
 - 2) After installation of underground utilities
 - 3) After winter shut-down of the construction efforts
 - 4) After the project is ready for final payment completion date
 - 5) Other Owner requested intermediate project stages

4. City's Responsibilities

City shall have those responsibilities as follows:

- A. City shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to unreasonably delay or interfere with the services of MEI
- B. City shall be responsible for, and MEI may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by City to MEI pursuant to this Agreement. MEI may use such requirements, reports, data, and information in performing or furnishing services under this Agreement. Nothing in this paragraph shall be construed to require MEI to affirmatively determine the accuracy of information that is prepared for City by other licensed professionals (including, but not limited to, land surveyors, geotechnical engineers, accountants, insurance and surety professionals, and attorneys) who are not engaged directly by MEI.
- C. City shall provide for MEI's right to enter the property owned by City and/or others in order for MEI to fulfill its services.

5. Task Order Schedule

In addition to any schedule provisions provided elsewhere, the parties shall meet the following schedule:

- A. The services covered by this Task Order will terminate twelve months after the commencement of the Construction Contract's correction period

6. Payments to Engineer

- A. City shall pay Engineer for services rendered under this Task Order as follows:
 - a. Compensation for services outlined in Section 3 shall be on a Time and Material basis in accordance with the Standard Hourly Rates shown in Exhibit B of the Agreement.

TASK CATEGORY & TASK	TASK ORDER NO.	PREVIOUS FEE (\$)	INCREASED FEE (\$)	AMENDED MAXIMUM FEE (\$)
Study & Report Services				
Special Assessment Administration	82 82-1	\$3,000	\$15,000	\$18,000
Additional Design Related Services				
Public Outreach	82	\$27,000	\$0	\$27,000
Right-of-Way Administration	82 82-1	\$17,000	\$17,000	\$34,000
Additional Construction Services				
Additional Record Drawings	82-1	\$0	\$4,000	\$4,000
ADDITIONAL SERVICES SUBTOTAL (TO 82-1)			\$36,000	
ADDITIONAL SERVICES SUBTOTAL (82 82-1)		\$47,000	\$36,000	\$83,000

- b. Compensation for services outlined in the Preliminary Design, Final Design, Bidding or Negotiation, Construction, Post-Construction, and Commissioning Phases shall be made according the following table:

Project Type	Preliminary Design, Final Design, Bidding or Negotiation Phases (% of Final Construction Contract Value plus value of any alternates designed but not constructed)	Construction, Post-Construction, and Commissioning Phases (% of Final Construction Contract Value)
Projects designed and constructed in accordance with NDDOT requirements	6%	6%
All other projects	5.5%	5.5%
Estimated Value of Final Construction Contract		\$2,075,000.00
Estimated Compensation based on 11% of Construction		\$228,250.00
TOTAL TASK ORDER (TO 82-1)		\$264,250.00

- c. Compensation for services referenced in 6.A.a (Additional Services) and 6.A.b (Basic Services) are summarized in the following table.

Services to be Provided	Estimated Compensation
Additional Services Subtotal	\$83,000.00
Estimated Compensation based on 11% of Construction	\$228,250.00
TOTAL ESTIMATED COMPENSATION UNDER ALL TASK ORDERS (82 82-1)	\$311,250.00

B. The terms of payment are set forth in Article 4 of the Agreement.

7. Consultants retained as of the Effective Date of the Task Order:

a. None

8. Other Modifications to Agreement and Exhibits:

a. None

9. Attachments:

a. None

10. Other Documents Incorporated by Reference:

a. None

11. Terms and Conditions

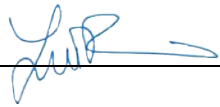
Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by City.

The Effective Date of this Task Order No. 82-1 is September 28, 2023.

CITY: City of West Fargo

ENGINEER: Moore Engineering, Inc.

By: _____

By:  _____

Print Name: Dustin T. Scott, PE

Print Name: Lee Beauvais, PE

Title: City Administrator

Title: Chief Production Officer

Engineer License or Firm's 011C
Certificate No. (if required): _____
State of: North Dakota

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Dustin T. Scott, PE

Name: Matt Welle, PE

Title: City Administrator

Title: Senior Project Manager

Address: 800 4th Ave E. Suite #1
West Fargo, ND 58078

Address: 925 10th Avenue East,
West Fargo, ND 58078

E-Mail Dustin.Scott@westfargond.gov
Address: _____

E-Mail Matt.Welle@mooreengineeringinc.com
Address: _____

Phone: (701) 515-5050

Phone: (701) 282-4692



NOTICE OF ACCEPTABILITY OF WORK

SPECIFIC PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To:

OWNER

And To:

CONTRACTOR

From:

ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the following terms and conditions of this Notice.

Exhibit A.1 cont'd

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Specific Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

The City Auditor presented an affidavit showing publication in the official newspaper of the City of the Resolution of Necessity heretofore adopted to the improvement proposed to be made in Improvement District No. 2280 – 23rd Ave E and 6th St E Roundabout and Incidentals as directed by the provisions of said Resolution which affidavit was examined, found to be satisfactory and ordered to be placed on file.

The City Auditor reported that no less than thirty days having expired since the first publication of said Resolution, there were no property owners liable to be specially assessed for said improvement who filed protests against the making thereof in the office of said City Auditor within the said thirty day period as provided by law.

Commissioner _____ introduced the following Resolution and moved its adoption:

RESOLUTION DETERMINING THAT NOT SUFFICIENT PROTESTS WERE FILED ON
IMPROVEMENT IN IMPROVEMENT DISTRICT NO. 2280 – 23rd AVE E AND 6th ST E
ROUNDAABOUT AND INCIDENTALS

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, North Dakota, that said Board of City Commissioners has heretofore by Resolution determined and declared it necessary to construct an improvement in Improvement District No. 2280 – 23rd Ave E and 6th St E Roundabout and Incidentals of the City of West Fargo, consisting of removal of the existing 2-way stop at the intersection of 23rd Ave E and 6th St E and installing a single lane roundabout used or useful in connection with the above specified improvements and that said Resolution has been duly published as required by law, and that not less than thirty days have expired since the first publication thereof, and the opportunity having been afforded as provided by law for the property owners liable to be specially assessed for said improvement to file protests against the making thereof, and this Board having duly met to consider all protests so filed, and being fully advised in the premises, it is hereby determined that not sufficient protests were filed within the time and manner provided by law against the making of said improvement; therefore, the Board of City Commissioners and this City are authorized to proceed with the construction of the same and to pay the cost thereof by the levy of special assessments.

Dated: November 20, 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 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 removal of the existing 2-way stop at the intersection of 23rd Ave E and 6th St E and installing a single lane roundabout used or useful in connection with the abvoce specified improvements, be constructed and made in Improvement District No. 2280 – 23rd Ave E and 6th St E Roundabout 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 plans and specifications for such work.

Dated: November 20, 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]

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:

Police and Fire

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:

Administration/Finance

City Administrator

Dustin T. Scott

Assistant City Administrator

Vacant

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: November 20, 2023

Subject: District No. 2261- 2024 Mill and Overlay (Various Neighborhoods)

Action: Approve Amended Engineer's Report and Amended Resolution
Declaring Work Necessary

New Information and Recommendation:

At the February 6, 2023 Commission meeting, the Commission approved an Engineer's Report for this project and a Resolution of Necessity which set a public hearing date for March 20, 2023. The project did not move forward and is being brought back with a revised Engineer's Report setting a new public hearing date for January 8th.

The following documents are attached for review/consideration:

- Amended Engineer's Report
- Amended Resolution Declaring Work Necessary

Staff Recommendation: Approve Amended Engineer's Report and
Amended Resolution Declaring Work Necessary

Policy Analysis:

This project is intended to maximize the life span of the roadways in the neighborhoods. This is work that typically is planned for neighborhoods that are of approximately 15 years of age.

Financial Analysis:

Regional roadways (9th St. & 36th Ave.) along with ADA improvements within these neighborhoods are proposed to be paid 100% by City funds and not assessed. These funds are proposed to be Capital Improvement Sales Tax funds.

The local neighborhoods that are getting milled and overlaid will be assessed at a proposed rate of 80% of the costs of the local mill & overlay work which includes curb and driveway apron replacement where settlement has occurred.

This project was listed on the 2022 CIP, however the current proposed project has added some neighborhoods and ADA improvements to that project. The current estimate of cost for all improvements was presented in February at \$7,900,000 when it was originally intended to be constructed in 2023. Due to inflation, the revised cost estimate is \$8,390,000. Of this cost, it is estimated that \$5,260,000 will be assessed and the City portion of the costs are estimated to be \$3,130,000 which is intended to be paid for with Capital Improvement Sales Tax.

As mentioned at the Commission Meeting on November 14, 2023, when a new 5 year CIP is brought forward in 2024, assessment percentages may be changed which could lower the assessed amount and increase the City's cost share which would be reflected in the final assessments to be certified after the project has been constructed.

Previously Presented Information and Commission Actions:

February 6, 2023-

- **Staff Recommendation:** Create Improvement District No. 2261, Approve Engineer's Report, Authorize Resolution of Necessity; and Direct Engineering to prepare a Task Order for Basic Services.
- **Commission Action:** Commissioner Anderson moved and Commissioner Olson seconded to approve, with the condition that staff look into other options to fund this project to reduce or remove special assessment. Commissioner George and Commissioner Simmons voted no. Motion carried on a 3 to 2 vote.

July 10, 2023

- **Staff Recommendation:** Approve Task Order No. 69-2 for "Basic Services and direct Engineer to prepare Plans and Specifications.
- **Commission Action:** Commissioner Simmons moved and Commissioner Olson seconded to approve with the exception to continue to research additional funding methods. Commissioner George opposed, motion carried on a 4 to 1 vote.

Amended Engineer's Report

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

District No. 2261

2024 Mill and Overlay (Various Neighborhoods)

General Nature (Scope)

In the years following the installation of an asphalt road section the roadways deteriorate and utility trench settlement occurs. To revitalize the pavement surface and section and to increase the life cycle of the roadway it is recommended that a mill and overlay be applied. This will smooth out the surface creating a better ride quality as well as extending the life cycle of the roadway. In addition to the roadway resurfacing, current ADA laws require that all ADA ramps in the project areas be ADA compliant.

Purpose

In the life cycle of an asphalt roadway, it is recommended at 10-15 years to perform an overlay which removes the deteriorated top lift of asphalt and installs a new wearing course, thereby renewing the roadway section and surface which extends the life of the roadway. This project targets roadways that were constructed in this time frame.

Feasibility

This project will be paid for utilizing both City funds as well as Special Assessments. The City funds anticipated to be used are capital improvement sales tax. It is assumed that the assessments are to be assessed over a term of 25 years which has been the City's standard term for assessments.

District Creation Consideration (N.D.C.C 40-22-10)

The special assessment district for this project was determined to be all properties abutting the project be assigned an Equivalent Unit (EU) with multi-family units being assessed at 0.6 units. Additionally, oversized properties abutting the property were assessed at an EU that is based on the front footage of street as compared to an average width lot.

Estimate of Probable Cost

Construction		\$6,895,655.15
Bid Proposal Items	\$6,094,446.25	
Contingency (~10%)	\$801,208.90	
Consultant (Design/Construction)		\$874,539.67
Legal & Administration		\$344,336.21
Bonding/Interest		\$275,468.97
Total Estimated Cost		\$8,390,000

Source of Funds

Special Assessments		\$5,260,000
City Funds		\$3,130,000
Capital Impr. Sales Tax	\$3,130,000	
Total		\$8,390,000

Supporting Documents (available upon request)

- A. Itemized Estimate of Probable Cost
- B. Consultant's report
- C. Maps, Drawings, Etc.

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

Dan Hanson

Daniel R. Hanson, P.E.
ND Registration No. 4962



Commissioner _____ introduced the following resolution and moved for its adoption:

AMENDED
RESOLUTION DECLARING WORK NECESSARY FOR
AN IMPROVEMENT IN IMPROVEMENT DISTRICT NO. 2261 – 2024 MILL AND
OVERLAY, CURB AND GUTTER REPLACEMENTS, AND INCIDENTALS
OF THE
CITY OF WEST FARGO, NORTH DAKOTA

BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA, that it is hereby found, determined and declared to be necessary and expedient for the City of West Fargo to construct an improvement in and for Improvement District No. 2261 – 2024 Mill and Overlay, Curb and Gutter Replacements, and Incidentals of the City of West Fargo, consisting of milling and overlaying asphalt roadways, curb and gutter spot replacement, boulevard grading, turf establishment, other miscellaneous installations, and other essential infrastructure necessary to service the properties, and all other appurtenances, contrivances and structures used or useful in connection with the above specified improvements, in accordance with and as described in the resolution creating said district adopted February 6, 2023, and the Engineer's Report which has been prepared by the Engineer for the City of West Fargo and approved by this Commission which resolution and Engineer's Report, together with an estimate of the probable cost of the work, are now on file in the office of the City Auditor and are open to public inspection.

BE IT FURTHER RESOLVED that the entire cost of said improvement be specially assessed against the benefited property in said improvement district in amounts proportionate to and not exceeding the benefits to be derived by them respectively from said improvement.

BE IT FURTHER RESOLVED that the owners of the property liable to be specially assessed for said improvements may file written protests against the said improvements within thirty (30) days after the first publication of this resolution, and this Board shall at its next meeting after the expiration of said period, to-wit: On the 8th day of January, 2024, at 5:30 p.m. meet at the City Commission Rooms in the City Hall, 800 Fourth Avenue East, West Fargo, for the purpose of hearing and determining the sufficiency of any protests so filed and of taking any such further action with respect to said improvements as may then be deemed necessary and expedient.

BE IT FURTHER RESOLVED that the City Auditor is hereby authorized and directed to cause this resolution, including a map of the improvement district, to be published once each week for two consecutive weeks in The Forum, the official newspaper of the City of West Fargo, North Dakota.

Dated: November 20, 2023

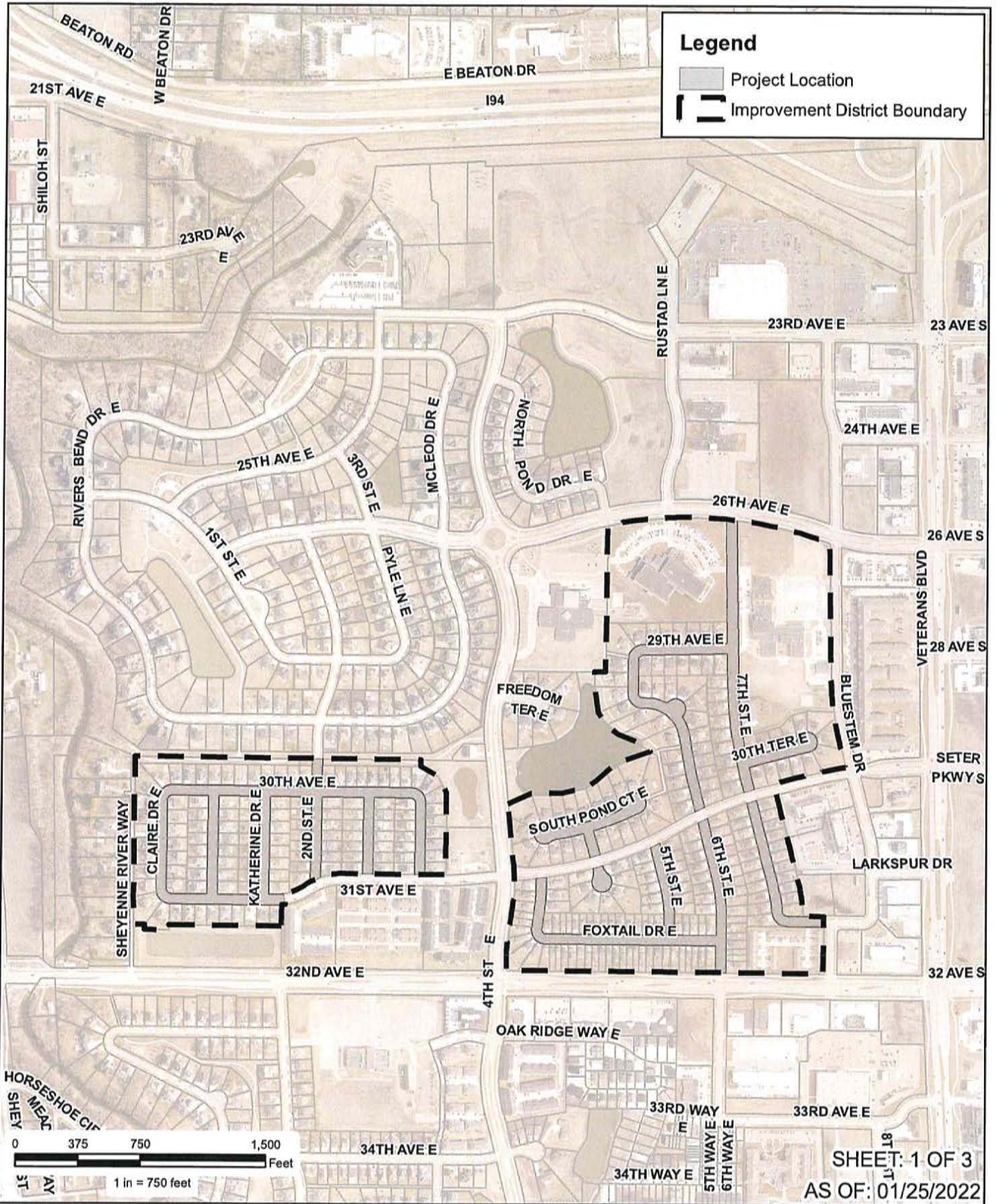
APPROVED:

President of Board of City Commissioners

ATTEST:

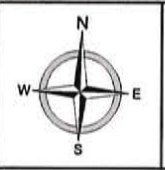
City Auditor

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.



IMPROVEMENT DISTRICT MAP
IMPROVEMENT DISTRICT 2261 - 2023 MILL & OVERLAY VARIOUS NEIGHBORHOODS
ASPHALT RESURFACING, CONCRETE ADA RAMPS AND INCIDENTALS
WEST FARGO, NORTH DAKOTA

Created By: TJS Date Created: 12/07/22 Date Saved: 01/09/23 Date Plotted: NEVER Date Exported: 01/25/23
 Plotted By: Tanner, Schmidt Parcel Date: 12/01/22 Aerial Image: 2021 FM Metro Elevation Data: Lidar
 Horizontal Datum: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet Vertical Datum: NAVD1988
 T:\Projects\22900\22962_2023 CW Mill and Overlay\22962_2261_Improvement District Map.mxd



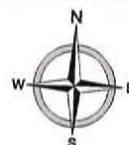
Legend

-  Project Location
-  Improvement District Boundary



IMPROVEMENT DISTRICT MAP IMPROVEMENT DISTRICT 2261 - 2023 MILL & OVERLAY VARIOUS NEIGHBORHOODS ASPHALT RESURFACING, CONCRETE ADA RAMPS AND INCIDENTALS WEST FARGO, NORTH DAKOTA

Created By: TJS Date Created: 12/07/22 Date Saved: 01/09/23 Date Plotted: NEVER Date Exported: 01/25/23
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moore
engineering, inc.

AFFIDAVIT OF PUBLICATION

STATE OF NORTH DAKOTA

ss.

COUNTY OF CASS

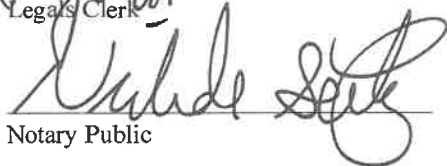
Taylor Herhold, The Forum of Fargo-Moorhead, being duly sworn, states as follows:

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 February 15, 2023, Wednesday February 22, 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.

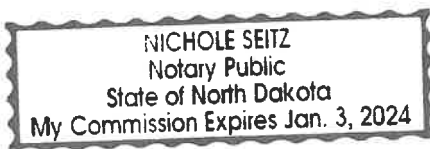
Dated this 22nd day of February, 2023



Legal's Clerk



Notary Public



RESOLUTION DECLARING WORK NECESSARY

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, North Dakota that it is hereby found and declared that it is necessary to construct an improvement in and for Improvement District No. 2261 - 2023 Mill and Overlay, Curb and Gutter Replacements, and Incidentals. Improvements will consist of milling and overlaying asphalt roadways, curb and gutter spot replacement, boulevard grading, turf establishment, other miscellaneous installations, and all other appurtenances, contrivances and structures used or useful in connection with the above specified improvements. In accordance with and as described in the resolution creating said district, and the Engineer's Report which has been prepared by the Engineer for the City of West Fargo and approved by this commission which resolution and Engineer's Report together with an estimate of the probable cost of the work, are now on file in the office of the City Auditor and are open to public inspection.

BE IT FURTHER RESOLVED that a portion of the cost of said improvement be specially assessed against the benefited property in said improvement district in amounts proportionate to and not exceeding the benefits to be derived by them respectively from said improvement.

BE IT FURTHER RESOLVED that the owners of the property liable to be specially assessed for said improvements may file written protests against the said improvements within thirty (30) days after first publication of this resolution, and this Board shall at its next meeting after the expiration of said period, to-wit: On the 20th day of March, 2023, at 5:30 p.m. meet at the City Commission Chamber in City Hall, 800 Fourth Avenue East, West Fargo, for the purpose of hearing and determining the sufficiency of any protests so filed and of taking any such further action with respect to said improvements as may then deemed necessary and expedient.

BE IT FURTHER RESOLVED that the City Auditor is hereby authorized and directed to cause this resolution, including a map of the improvement districts, to be published once each week for two consecutive weeks in The Forum, the official newspaper of the City of West Fargo, North Dakota.

Dated: February 6, 2023

APPROVED:

Bernie L. Dardis

President of Board of City Commissioners

ATTEST:

Tina Fisk

City Auditor

STATE OF NORTH DAKOTA)

) ss.

COUNTY OF CASS)

I, Tina Fisk, the duly appointed, qualified and acting City Auditor of the City of West Fargo, do hereby certify the foregoing to be a full, true and correct copy of the resolution adopted by the Board of City Commissioners of the City of West Fargo, at the meeting of the Board held on the 6th day of February, 2023, and that such Resolution is now a part of the permanent records of the City of West Fargo, as such records are filed in the office of the City Auditor.

IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of February, 2023.

Tina Fisk

City Auditor

West Fargo, North Dakota

