

Meeting Items

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
- D. Approve Order of Agenda
- E. Approval of Minutes -- December 4, 2023
- F. Building Permits

Consent Agenda - Approve the Following:

- a. Bills
- b. 9th Street W/52nd Ave W Roundabout – Funding Application
 - Approve HSIP Application
- c. MSA with Moore Engineering
 - Approve MSA renewal with Moore Engineering
- d. Games of Chance for Holy Cross Catholic Church Wild Game Feed. Games to be conducted: Bingo and Raffle on March 7, 2023 at Holy Cross Catholic Church at 2711 7th St E, West Fargo, ND
- e. Pledge of Securities as of 09/30/2023
- f. A23-28 Steffes 10th Addition, Approval of Final Plat
- g. A23-27 Oak Ridge 19th Addition, Approval of Final Plat
- h. Request from the City of Fargo to plat and rezone land owned by the City of West Fargo within Fargo's jurisdiction

Regular Agenda

- 1. Public Comment
- 2. Public Hearing – A23-4 Sandhills 6th Addition, Approval of First Reading of Rezone Ordinance -- Aaron Nelson, Planning Director
- 3. Public Hearing – A23-17 Sandhills 7th Addition, Approval of First Reading of Rezone Ordinance -- Aaron Nelson, Planning Director
- 4. Approve purchase of Vactor Truck -- Matt Andvik, Public Works Director
- 5. Approve Sanitation Rate and Operational Changes -- Matt Andvik, Public Works Director
- 6. District No. 1345 – Sandhill's 6th Addition -- Dan Hanson, City Engineer
 - Conduct the Resolution of Necessity Public Hearing; Approve both a Resolution of Insufficient Protests and a Task order for "Basic Services"
- 7. Sanitary Lift Station System Rehabilitation (SA 11, 30, 31, and 36)
-- Dan Hanson, City Engineer
 - Create Project No. 1349, Approve both an Engineer's Report and Task Order for "Basic Services"; and Direct Engineer to prepare Plans and Specifications

8. Lease Agreement and Police Department Expansion -- Dustin Scott, City Administrator
9. City Administrator's Report -- Dustin Scott, City Administrator
 - Appointment of Alternate Municipal Court Judges
 - Update on new finance software
 - Reminder of Date Changes for January 2024 Commission Meetings:
Monday, January 8th and Monday, January 22nd
 - Training sessions -- John Shockley
10. Correspondence
11. Non-Agenda Items
12. Adjourn

Meeting Items

A. Call to Order

The City of West Fargo Commission Meeting was called to order at 5:30 pm on Monday, December 4, 2023 in the West Fargo Commission Chambers.

B. Pledge of Allegiance

The Pledge of Allegiance was recited.

C. Roll Call

Commissioners: Mandy George – present; Mark Simmons – present; Bernie Dardis – present
Brad Olson – present; Roben Anderson – present

D. Approve Order of Agenda

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

E. Approval of Minutes -- November 20, 2023

Commissioner George moved, and Commissioner Simmons seconded to approve the minutes of November 20. Commissioners George, Simmons, Dardis, Olson and Anderson, voted aye. No Commissioners present voted nay, the motion was declared.

F. Building Permits

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

Consent Agenda - Approve the Following:

a. Bills

b. A23-25 North Pond at the Preserve 17th Addition, Approval of Final Plat

c. Gaming Site Authorization for Minndak RMEF Inc. Games to be conducted: Raffle on February 10, 2024 at DoubleTree by Hilton at 825 E Beaton Dr, West Fargo, ND

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

Regular Agenda

1. Public Comment

One resident of West Fargo came forward to speak during this time.

2. TIF District - Sandhills 6th and 7th Additions -- Casey Sanders-Berglund, Economic

Development Manager

Commissioner Simmons moved and Commissioner Olson seconded to approve the TIF District – Sandhills 6th and 7th Additions. Commissioners George, Simmons, Dardis, and Olson voted aye. Commissioner Anderson opposed; Motion carried on a 4:1 vote.

3. Proposed Sanitation Rates and Operations Changes (Informational) -- Matt Andvik,

Public Works Director

No action was taken, informational item only.

4. NDDOT Flexible Transportation Fund – Dan Hanson, City Engineer

• Approve Applications and Authorize Commission President to sign Letters of Support

Commissioner Simmons moved and Commissioner Olson seconded to approve the NDDOT Flexible Transportation Fund; approve Applications and Authorize Commission President to sign Letters of Support. Commissioners George, Simmons, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion was declared.

5. Project No. 6058 - Multi-Use Path, Eaglewood Park to the Lights on Sheyenne

-- Dan Hanson, City Engineer

• Accept Bid and Award Contract

Commissioner Olson moved and Commissioner Anderson seconded to approve Project No. 6058 - Multi-Use Path, Eaglewood Park to the Lights on Sheyenne; accept Bid and Award Contract. Commissioners George, Simmons, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion was declared.

6. Project No. 9020 - Main Avenue Slide Repair -- Dan Hanson, City Engineer

• Review Bid and Concur with NDDOT

Commissioner Simmons moved, and Commissioner Anderson seconded to approve Project No. 9020 - Main Avenue Slide Repair; review Bid and Concur with NDDOT. Commissioners George, Simmons, Dardis, Olson and Anderson, voted aye. No Commissioners present voted nay, the motion was declared.

7. Renew contract for Indigent Defendants in West Fargo ("Court Appointed Attorney")

-- Dustin Scott, City Administrator

Commissioner Olson moved, and Commissioner George seconded to approve the budget amendment of the contract for Indigent Defendants in West Fargo ("Court Appointed Attorney"). Commissioners George, Simmons, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion was declared.

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

- a. Addressed the stop signs added on 52nd
- b. Working on a procurement policy using federal funds
- c. Open enrollment – NEGGOV issues

9. Correspondence

Nothing to report.

10. Non-Agenda Items

Nothing to report.

11. Adjourn

Commissioner Simmons moved and Olson seconded to adjourn. Commissioners George, Simmons, Dardis, Olson and Anderson, voted aye. No Commissioners present voted nay, the meeting was adjourned at 6:52 pm.

**WEST FARGO CITY COMMISSION MEETING
BUILDING DEPARTMENT ACTIVITY REPORT
12/18/2023**

BUILDING NEW

COMMERCIAL

RESIDENTIAL DWELLING

RESIDENTIAL TWINHOME

RESIDENTIAL TOWNHOME

RESIDENTIAL MULTIPLE

PUBLIC

CHURCH

ACCESSORY

FOUNDATION ONLY

BUILDING REMODEL

COMMERCIAL

RESIDENTIAL

PUBLIC

CHURCH

ACCESSORY

BUILDING OTHER

DEMOLITION

MOVE

PERMIT CANCELLATION

TOTALS

AS OF 12/15/2023			YEAR TO DATE		
# PERMITS	# UNITS	VALUATION	# PERMITS	# UNITS	VALUATION
			10		\$ 9,838,700.00
1	1	\$ 521,639.00	155	155	\$ 49,735,074.00
8		\$ 86,340.00	194		\$ 8,916,934.00
			3		\$ 520,000.00
3		\$ 1,410,000.00	36		\$ 13,513,200.00
2		\$ 32,337.00	125		\$ 3,118,861.00
			7		\$ 3,530,452.00
1		\$ 5,000.00	11		\$ 499,400.00
			3		\$ 72,000.00
15	1	\$ 2,055,316.00	544	155	\$ 89,744,621.00

Building Department Report - Summary

NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
231182	Northland Sheds	2148 14 St W	Chelsey Carter	\$ 10,640.00	Accessory - Shed
231160	Heritage Homes, LLC	5121 Mira Way W	Active55, LLC	\$ 521,639.00	Residential Dwelling
231181	Jordahl Custom Homes, Inc.	1142 60 AVE W	Jordahl Custom Homes, Inc	\$ 2,500.00	Accessory - Deck
231180	Jordahl Custom Homes, Inc.	1115 MARLYS DR W	Jordahl Custom Homes, Inc	\$ 2,400.00	Accessory - Deck
231178	Jordahl Custom Homes, Inc.	6059 8 ST W	Jordahl Custom Homes, Inc	\$ 2,400.00	Accessory - Deck
231176	Jordahl Custom Homes, Inc.	1224 JILL DR W	Jordahl Custom Homes, Inc	\$ 2,400.00	Accessory - Deck
231140	Premium Decks, Inc.	2240 14 ST W	Matthew Gast	\$ 20,000.00	Accessory - Deck
231137	Premium Decks, Inc.	2412 14 ST W	Jane Schock	\$ 10,000.00	Accessory - Pergola
231201	Homeowner	1332 GOLDENWOOD DR	Paul & Kyla Gienger	\$ 15,000.00	Remodel - Residential - Finish basement
231200	Great Plains Siteworks, Inc.	14 10 ST E	Nore's Investment Group	\$ 5,000.00	Demo - Existing house
231221	CBE, LLC	3150 Sheyenne St Unit C	Sheyenne 32 East, LLC	\$ 200,000.00	Remodel - Commercial - Fitup tenant lease space for ice cream shop
231217	Grafstrom Construction	925 19 Ave E	Staysharpe West Fargo LLC	\$ 110,000.00	Remodel - Commercial - Remodel pool area
231114	CBE, LLC	3150 Sheyenne St Unit C	Sheyenne 32 East, LLC	\$ 1,100,000.00	Remodel - Commercial - Roof Repair
231215	Groundworks Minnesota, LLC	2024 4 Ave E	Jenny Stafford	\$ 17,337.00	Remodel - Residential - Repair Foundation
231206	Ryezon Construction LLC	5126 11 St W	Daren & Kala Larson	\$ 36,000.00	Accessory - Detached Garage

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Claim Details by Posted Date
For Claims from 12/01/23 to 12/15/23

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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
114610	110125S	2954 A-OX WELDING SUPPLY CO INC	36.85						
1	1340741	11/28/23 STAINLESS WIRE	36.85			1000 455000	433		101000
114759		2954 A-OX WELDING SUPPLY CO INC	17.50						
1	1339367	11/20/23 PROPANE	17.50			1000 430000	722		101000
		Total for Vendor:	54.35						
114928		5131 ABIGAIL MINDEMAN	5,000.00						
1	12/13/23	Child Care Improvement Grant	5,000.00			2960 411900	416		101000
		Total for Vendor:	5,000.00						
114617	110126S	289 ACME TOOLS	347.93						
1	12079756	11/29/23 1QT LUBE	66.69			1000 430001	424		101000
2	12078882	11/29/23 SUPER OIL	281.24			1000 430001	424		101000
114624	110126S	289 ACME TOOLS	355.78						
1	12074033	11/28/23 5419 OIL	355.78			1000 430001	424		101000
114744		289 ACME TOOLS	1,875.39						
1	12008320	11/16/23 IMPACT WRENCH/BATTERIES	994.89			1000 430000	432		101000
2	12083750	11/30/23 BRUSHLESS TOOL/HAMMER/WRENCH	609.12			1000 430001	432		101000
3	12083074	11/30/23 SPOTLIGHT	129.99			6025 450000	432		101000
4	12113041	12/05/23 PIPE WRENCH	141.39			6020 450000	432		101000
114942		289 ACME TOOLS	5,094.87						
1	12014028	11/17/23 David Tools,plasma cutter1	3,855.64			2060 415200	641		101000
2	12014177	11/17/23 David Tools,tool kit	251.12			2060 415200	641		101000
3	12087083	11/30/23 David Tools,Master bit set	60.71			2060 415200	641		101000
4	20437515	12/01/23 David Tools,Drill press,chop	910.73			2060 415200	641		101000
5	20355571	12/08/23 David tool, little giant	16.67			2060 415200	641		101000
		Total for Vendor:	7,673.97						
114781		3179 ADVANCED ENGINEERING &	6,923.47						
1	91546	12/06/23 I&C SYSTEM SERVICES	135.00			6025 450000	497		101000
2	91372	12/06/23 I&C SYSTEM SERVICES	6,788.47			6020 450000	430		101000
		Total for Vendor:	6,923.47						

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114597	110127S	779 AGASSIZ SEED COMPANY	26,520.00						
1	073530	11/14/23 LAGOON GRASS SEED	26,520.00			4387 480000	670		101000
		Total for Vendor:	26,520.00						
114821		4444 ALEyna LEIBFRIED	120.00						
1	12/31/23	P&Z Meetings July-Dec	120.00			1000 418000	111		101000
		Total for Vendor:	120.00						
114929		4968 ALISHA EVELAND	200.00						
1	12/13/23	Child Care Improvement Grant	200.00			2960 411900	416		101000
		Total for Vendor:	200.00						
114856		4467 ALL FINISH CONCRETE	189,908.91						
1	Pay App 11	09/30/23 WF Fire Dept Project	189,908.91			4795 480000	670		101000
114915		4467 ALL FINISH CONCRETE	22,785.88						
1	Pay App 12	10/31/23 WF Fire Dept Project	22,785.88			4795 480000	670		101000
		Total for Vendor:	212,694.79						
114776		3888 ALL SEASONS MECHANICAL, INC.	12,900.00						
1	10103UH	11/30/23 HEATERS FOR SALT SHED	11,500.00			4796 480000	670		101000
2	10103UH	11/30/23 MOTOR FOR LIFT STATION	1,400.00			6025 450000	825		101000
		Total for Vendor:	12,900.00						
114945		5224 ALYSA THIESCHAFER	25.00						
1	803881	12/10/23 REIMBURSEMENT FOR EMT FEE	25.00			2060 415200	340		101000
		Total for Vendor:	25.00						
114793		3490 AMAZON CAPITAL SERVICES	55.78						
1	7531415	11/28/23 Book	35.00			1000 418000	662		101000
2	7531415	11/28/23 File folders	20.78			1000 418000	410		101000
		MISC CLAIM VENDOR							

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114824		3490 AMAZON CAPITAL SERVICES	36.68						
1	4182650	11/29/23 Rubber stamps/ refill ink	36.68			1000 414100	410		101000
		Total for Vendor:	92.46						
114891		317 AMERICAN WELDING & GAS, INC.	319.72						
1	9777027	12/11/23 GAS	319.72			1000 455000	433		101000
		Total for Vendor:	319.72						
114615	110130S	3511 ASPEN MILLS	1,256.54						
1	323633	11/22/23 Stock Promotional ribbon/stars	1,167.83			2060 415200	641		101000
2	323486	11/20/23 M Obach-Class A pants	88.71			2060 415200	422		101000
114946		3511 ASPEN MILLS	90.26						
1	321571	10/19/23 3 cap bugles for new Captains	90.26			2060 415200	378		101000
		Total for Vendor:	1,346.80						
114799	-99379E	4672 ASURE PAYROLL TAX MANAGEMENT	191,715.06						
		11/03/23 payroll							
1	11/03/23	Social Security	91,504.68			1000 212501			101000
2	11/03/23	Medicare	21,400.18			1000 212502			101000
3	11/03/23	Federal Income Tax	71,999.20			1000 212503			101000
4	11/03/23	ND State Tax	2,989.00			1000 212504			101000
5	11/03/23	MN State Tax	3,822.00			1000 212505			101000
114800	-99377E	4672 ASURE PAYROLL TAX MANAGEMENT	191,822.20						
		11/17/23 payroll							
1	11/17/23	Social Security	91,384.14			1000 212501			101000
2	11/17/23	Medicare	21,372.20			1000 212502			101000
3	11/17/23	Federal Income Tax	72,257.86			1000 212503			101000
4	11/17/23	ND State Tax	3,026.00			1000 212504			101000
5	11/17/23	MN State Tax	3,782.00			1000 212505			101000
114801	-99375E	4672 ASURE PAYROLL TAX MANAGEMENT	917.69						
		11/17/23 payroll (addition)							
1	11/17/23	Social Security	582.32			1000 212501			101000
2	11/17/23	Medicare	136.18			1000 212502			101000

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3	11/17/23	Federal Income Tax	177.19			1000 212503			101000
4	11/17/23	ND State Tax	0.00			1000 212504			101000
5	11/17/23	MN State Tax	22.00			1000 212505			101000
114940	-99363E	4672 ASURE PAYROLL TAX MANAGEMENT	204,473.03						
	12/01/23	payroll							
1	12/01/23	Social Security	96,178.98			1000 212501			101000
2	12/01/23	Medicare	22,616.48			1000 212502			101000
3	12/01/23	Federal Income Tax	78,332.57			1000 212503			101000
4	12/01/23	ND State Tax	3,588.00			1000 212504			101000
5	12/01/23	MN State Tax	3,757.00			1000 212505			101000
		Total for Vendor:	588,927.98						
114613	110131S	2931 AUTO VALUE PARTS STORES	271.66						
1	99242572	11/28/23 FILTERS	236.84			1000 430000	427		101000
2	99242567	11/28/23 FILTER	13.04			1000 421000	427		101000
3	99242573	11/28/23 AIR CONSTRUCTION	21.78			1000 430000	427		101000
114847		2931 AUTO VALUE PARTS STORES	455.57						
1	99245512	12/12/23 HYDRAULIC CONSTRUCT	59.44			1000 430000	427		101000
2	99245509	12/12/23 OIL	84.08			6020 450000	427		101000
3	99245515	12/12/23 FUEL FARM	5.31			1000 430000	427		101000
4	99245510	12/12/23 AIR CONSTRUCT	19.21			6020 450000	427		101000
5	99245521	12/12/23 OIL FILTER	3.26			1000 455000	427		101000
6	99245504	12/12/23 OIL FILTERS	16.30			1000 421000	427		101000
7	99244069	12/05/23 OIL FILTERS	19.56			1000 421000	427		101000
8	99244070	12/05/23 OIL FILTERS	3.26			6010 450200	427		101000
9	99243614	12/01/23 OIL FILTERS	3.26			6020 450000	427		101000
10	99245012	12/08/23 LRG WHL PLASTIC/DEGREASER BR	172.71			1000 455000	432		101000
11	99245260	12/11/23 LRG WHL PLASTIC - RET	-166.99			1000 455000	432		101000
12	99218400	07/28/23 3071 FUEL CAPS	8.29			1000 430000	427		101000
13	99220166	08/07/23 AIR CONSTRUCT	13.02			4387 480000	427		101000
14	99241562	11/21/23 OIL FILTER	3.26			1000 430000	427		101000
15	99241556	11/21/23 FILTERS	211.60			1000 430000	427		101000
		Total for Vendor:	727.23						

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114895		2599 BEAR'S TREE SERVICE	2,025.00						
1	3589	12/05/23 TREE REMOVAL 802 12TH AVE W	975.00			2210 428000	758		101000
2	3590	12/05/23 TREE REMOVAL 802 11TH AVE W	1,050.00			2210 428000	758		101000
		Total for Vendor:	2,025.00						
114858		4466 BEN'S STRUCTURAL FABRICATION INC	6,525.90						
1	Pay App 10	09/30/23 WF Fire Dept Project	6,525.90			4795 480000	670		101000
		Total for Vendor:	6,525.90						
114844		4165 BOBBI JO NOBLES	621.00						
1	12/13/23	meal reimb	621.00			1000 421000	340		101000
		Total for Vendor:	621.00						
114924		28 BORDER STATES PAVING	58,139.42						
1	Pay App 2	10/31/23 WF Fire Dept Project	58,139.42			4795 480000	670		101000
		Total for Vendor:	58,139.42						
114676		3512 BOUND TREE MEDICAL, LLC	648.50						
1	85170603	11/29/23 patrol medical gloves	648.50			1000 421000	641		101000
		Total for Vendor:	648.50						
114746		4220 BRAINSTORM INC	211.45						
1	106205	11/20/23 BOOKS	211.45			7000 411600	662		101000
		Total for Vendor:	211.45						
114930		73 BRAUN INTERTEC	136.00						
1	B369080	12/13/23 Dist 2271	136.00			4005 480000	724		101000
114931		73 BRAUN INTERTEC	136.00						
1	B369081	12/13/23 Dist 2272	136.00			4014 480000	724		101000
114932		73 BRAUN INTERTEC	136.00						
1	B369083	12/13/23 Project 1346	136.00			4024 480000	724		101000
		Total for Vendor:	408.00						

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114843		2811 BROCK ACKERMAN	621.00								
1	12/13/23	meal reimb	621.00			1000		421000	340		101000
		Total for Vendor:	621.00								
114663	110139S	3892 BURGGRAF'S ACE FARGO WEST #17458	44.96								
1	002727	09/26/23 Elec Supplies-New HQ	44.96			4795		480000	670		101000
114765		3892 BURGGRAF'S ACE FARGO WEST #17458	84.66								
1	2907	11/30/23 HEAT CABLE	29.99			6020		450000	432		101000
2	2700	09/14/23 FLASH LIGHT/BUG REPELLANT	48.95			6025		450000	433		101000
3	2833	11/01/23 HARDWARE	84.87			6025		450000	432		101000
4	11/25/23	SERVICE FEE	6.00			6025		450000	432		101000
5	11/25/23	ACCT CREDIT	-85.15			6025		450000	432		101000
114947		3892 BURGGRAF'S ACE FARGO WEST #17458	29.97								
1	2912	12/01/23 connector ends/trucks	29.97			2060		415200	420		101000
		Total for Vendor:	159.59								
114618	110140S	351 BUSINESS ESSENTIALS	25.00								
1	75606-1	11/15/23 D Underhill business cards	25.00			2060		415200	410		101000
114646	110140S	351 BUSINESS ESSENTIALS	388.98								
1	w012723391	11/30/23 office supplies	388.98			1000		421000	410		101000
114719		351 BUSINESS ESSENTIALS	247.36								
1	W012727811	12/04/23 OFFICE SUPPLIES	247.36			7000		411600	410		101000
114785		351 BUSINESS ESSENTIALS	164.79								
1	1273714-1	12/08/23 OFFICE SUPPLIES	174.05			1000		430000	410		101000
2	1273802-1	12/08/23 OFFICE SUPPLIES	28.18			1000		430000	410		101000
9900	09/26/23	CM for W0-1262514-1 double pay	-37.44			6020		450000	410		101000
CI	11										

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114877		351 BUSINESS ESSENTIALS	10.85						
1	1273714-2	12/11/23 OFFICE SUPPLIES	10.85			1000 430000	410		101000
		Total for Vendor:	836.98						
114623	110141S	39 BUTLER MACHINERY	489.50						
1	PS0628202	11/29/23 3000 SEAL KIT	489.50			1000 430000	427		101000
114868		39 BUTLER MACHINERY	391.60						
1	PS0628731	12/07/23 4006 TERMINAL	10.34			6010 450200	427		101000
2	B00010052	11/16/23 3200 CONVEYOR REP CREDIT	-85.00			1000 430000	427		101000
3	W00263935	11/18/23 3200 CONVEYOR REPAIR	185.00			1000 430000	427		101000
4	PS0628984	12/12/23 3000 SEAL	196.26			1000 430000	427		101000
5	W00263796	11/16/23 3200 CONVEYOR REPAIR	85.00			1000 430000	427		101000
		Total for Vendor:	881.10						
114664	110142S	4788 CAMELOT CLEANERS	52.98						
1	23300247A	10/30/23 J Johnson Jacket-pants, Wit	30.98			2060 415200	422		101000
2	23300247B	10/30/23 M O'Bryant Jacket Pants	22.00			2060 415200	422		101000
114954		4788 CAMELOT CLEANERS	131.95						
1	23335	12/07/23 Class A Uniform Dry Cleaning	131.95			2060 415200	422		101000
		Total for Vendor:	184.93						
114949		4508 CARE RESOURCE CONNECTION	3,000.00						
1	2630	12/05/23 Dec 01 2023 thru Dec 31 2023	3,000.00			2060 415200	307		101000
		Total for Vendor:	3,000.00						
114813		51 CASS COUNTY ELECTRIC COOP	315.65						
1	428342	Dec 12/05/23 Airport 10/31/23-11/30/23	315.65			7050 500000	420		101000
114902		51 CASS COUNTY ELECTRIC COOP	40,003.01						
1	12/11/23	THE LIGHTS	461.01			2310 452120	527		101000
2	12/11/23	LIFT STATIONS	17,517.00			6025 450000	351		101000
3	12/11/23	STREET LIGHT FEED POINTS	21,644.43			1000 430002	391		101000
4	12/11/23	TRANSFER STATION	380.57			6010 450200	351		101000

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114906		51 CASS COUNTY ELECTRIC COOP	4,034.27						
1	12/11/23	THE LIGHTS PARKING RAMP	1,019.45			2310 452120	527		101000
2	12/11/23	THE LIGHTS STAGE & COURTYARD	3,014.82			2310 452120	527		101000
114950		51 CASS COUNTY ELECTRIC COOP	1,518.29						
1	1090222 12/05/23	FD November Utilities-SS	1,518.29			2060 415200	527		101000
		Total for Vendor:	45,871.22						
114721		61 CASS COUNTY FINANCE	132.00						
		**Customer paid via CC but invoice was added as a tax lien to property taxes in October 2023. Need to send to the county.							
1	12/08/23	02-5833-00220-000	132.00			1000 322500			101000
		Total for Vendor:	132.00						
114587	110143S	1355 CASS COUNTY GOVERNMENT	1,275.00						
1	6641 11/30/23	oct 2023 intox	85.00			1000 421000	398		101000
2	6639 11/30/23	oct 2023 jail housing	1,190.00			1000 421000	398		101000
		Total for Vendor:	1,275.00						
114826		5053 CASSANDRA KLOS	41.44						
1	11/27/23	MILEAGE	41.44			7000 411600	340		101000
		Total for Vendor:	41.44						
114735		1512 CDW GOVERNMENT, INC	64.69						
1	MP58564 10/18/23	Adobe Pro Subscription	64.69			1000 412000	497		101000
		Total for Vendor:	64.69						
114764		4108 CED	250.02						
1	3481042344 12/04/23	SALT SHACK ELECTRICAL	250.02			4796 480000	670		101000
114876		4108 CED	147.80						
1	3481041084 12/08/23	CH CLERK OFC ELECTRICAL	116.00			1000 455000	420		101000
2	3481042816 12/08/23	RGD CPLG	31.80			1000 430002	527		101000
		Total for Vendor:	397.82						

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114832		1777 CENTURY LINK	215.28						
1	12/01/23	dec 2023 pd sirens	215.28			1000 421000	356		101000
		Total for Vendor:	215.28						
114882		3216 CINTAS	95.77						
1	4176552867	12/11/23 SHOP TOWELS	95.77			1000 455000	433		101000
		Total for Vendor:	95.77						
114775		111 CITY OF FARGO	560.00						
1	451482	11/29/23 WATER TESTING	560.00			6020 450000	335		101000
114780		111 CITY OF FARGO	24,113.83						
1	451481	11/29/23 LANDFILL FEES	24,113.83			6010 450200	355		101000
		Total for Vendor:	24,673.83						
114794		2880 CITY OF FARGO	520,357.25						
1	12/05/23	1 32ND AVE S	110,981.90			6020 450000	345		101000
2	12/05/23	1 MAIN AVE	146,197.10			6020 450000	345		101000
3	12/05/23	5635 14TH AVE N	21.05			6020 450000	345		101000
4	12/05/23	1 GSR	45,873.20			6020 450000	345		101000
5	12/05/23	2220 57TH ST N	217,284.00			6025 450000	347		101000
		Total for Vendor:	520,357.25						
114933		111 CITY OF FARGO	444,433.36						
1	451506	12/01/23 Imp Dist 2264	444,433.36			4792 480000	670		101000
		Total for Vendor:	444,433.36						
114782	110294S	3167 City of West Fargo	80.00						
		Resident paid their invoice but we applied to UB by mistake. Need a check to correct it.							
1	12/11/23	UB xfer pmt	80.00			6020 214100			101000
114783	110294S	3167 City of West Fargo	267.10						
		Resident paid their invoice but we applied to UB by mistake. Need a check to correct it.							
1	12/11/23	UB xfer pmt	267.10			6020 214100			101000
		Total for Vendor:	347.10						

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114939		5223 CLARION	10,023.74						
1	9542	12/07/23 WF Subdivision & Zoning	10,023.74			1000 418000	418		101000
		Total for Vendor:	10,023.74						
114956		1904 CODE 4 SERVICES, INC	131.15						
1	9069	12/14/23 Batt 70 Battery charger	131.15			2060 415200	420		101000
		Total for Vendor:	131.15						
114769		133 COLE PAPERS	608.52						
1	10370757	11/22/23 PW PAPER SUPPLIES	237.64			6020 450000	500		101000
2	10370755	11/22/23 PD PAPER SUPPLIES	370.88			1000 455000	500		101000
		Total for Vendor:	608.52						
114619	110154S	4832 CONNECT INTERIORS	10,189.72						
1	66574	11/22/23 Labor to swap table location	340.00			4795 480000	864		101000
2	66552	11/17/23 1/2 HQ furniture payment	9,849.72			4795 480000	864		101000
		Total for Vendor:	10,189.72						
114957		229 CONSOLIDATED COMMUNICATIONS	146.14						
1	5381/0	12/01/23 November Service FD	146.14			2060 415200	356		101000
		Total for Vendor:	146.14						
114643	110155S	4360 CONSOLIDATED ELECTRICAL	580.40						
1	10/16/23	blue beacon project	580.40			1000 421000	641		101000
2348-1037037									
		Total for Vendor:	580.40						
114796		5220 COOKIE KRUMS	5,543.03						
1	12/11/23	Enterprise Grant	5,543.03			2960 411900	654		101000
114797		5220 COOKIE KRUMS	9,122.00						
1	12/12/23	Enterprise Grant	9,122.00			2960 411900	654		101000
		Total for Vendor:	14,665.03						

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114600	110156S	3245 CORE & MAIN	2,516.70						
1	U007180	11/29/23 PRO RING	2,516.70			6025 450000	437		101000
114742		3245 CORE & MAIN	10,615.49						
1	U057126	12/06/23 VALVE BOX/DWV CAP HUB	145.74			6025 450000	826		101000
2	U055610	12/06/23 HYDRANT SEAT/VALVE/COUPLING	5,687.86			6020 450000	438		101000
3	U022925	12/04/23 WIRED SP HR LD	9,558.00			6020 450000	429		101000
4	U071166	11/12/23 VALVE BOX LID	134.53			6025 450000	826		101000
5	U088296	12/12/23 BALL CURB - RETURN	-1,686.00			6020 450000	438		101000
6	U088305	12/12/23 BACKFLUSH HOSE - RETURN	-3,224.64			6025 450000	439		101000
114787		3245 CORE & MAIN	5,384.28						
1	T801948	12/04/23 NIPPLE/BUSHING/FITTING/VALVES	5,384.28			6025 450000	439		101000
114849		3245 CORE & MAIN	72,600.00						
1	U08113	12/11/23 WATER METERS	72,600.00			6020 450000	429		101000
114905		3245 CORE & MAIN	99,904.85						
1	Q126351	12/08/23 SMART POINT GRANT	99,904.85			6020 450000	429		101000
		Total for Vendor:	191,021.32						
114592	110157S	999999 CORNERSTONE SPECIALTIES	48.27						
	UB refund								
1		11/30/23 UB Refund	48.27			6020 214100			101000
		Total for Vendor:	48.27						
114798		5150 CREATIVE MINDS PRESCHOOL AND	3,596.33						
1		12/12/23 Child Care Grant	3,596.33			2960 411900	416		101000
		Total for Vendor:	3,596.33						
114630	110159S	3500 CUMMINS SALES AND SERVICE	267.00						
1	95365	11/20/23 L-75 Throttle Pedal Repair	267.00			2060 415200	427		101000
		Total for Vendor:	267.00						

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114872		859 DAKOTA ELECTRIC CONSTRUCTION CO	75,600.00						
1	Pay App 15	09/30/23 WF Fire Dept Project	75,600.00			4795 480000	670		101000
114923		859 DAKOTA ELECTRIC CONSTRUCTION CO	27,795.20						
1	Pay App 16	10/31/23 WF Fire Dept Project	27,795.20			4795 480000	670		101000
		Total for Vendor:	103,395.20						
114614	110160S	1675 DAKOTA FLUID POWER, INC	70.61						
1	7144356	11/29/23 262 HOSE ASSY	70.61			6020 450000	427		101000
114887		1675 DAKOTA FLUID POWER, INC	276.52						
1	7147223	12/07/23 HARDWARE	91.31			6025 450000	427		101000
2	7147889	12/08/23 7027 BUSHING	22.50			6025 450000	427		101000
3	7147438	12/07/23 7027 ELBOW	9.45			6025 450000	427		101000
4	7145951	10/04/23 HARDWARE	165.48			6010 450200	427		101000
5	7132009	11/30/23 ACCT CREDIT	-12.22			1000 430000	427		101000
		Total for Vendor:	347.13						
114599	110161S	79 DAKOTA HOSE & EQUIP	1,488.88						
1	3190204	10/31/23 VACUUM/CLAMPS	1,488.88			6025 450000	825		101000
		Total for Vendor:	1,488.88						
114632	110162S	624 DAKOTA SUPPLY GROUP	3.23						
1	103283510.	11/27/23 FD New HQ-thread hole	3.23			2060 415200	500		101000
		Total for Vendor:	3.23						
114636	110163S	87 DAKOTA TIRE	723.58						
1	89094	11/28/23 Batt 70-Brake Repair	680.94			2060 415200	420		101000
2	937475	11/28/23 Batt 70-Oil Change	42.64			2060 415200	427		101000
		Total for Vendor:	723.58						
114679		856 DAVE'S WEST FARGO TIRE	215.78						
1	122992	11/30/23 #1194 mount tires	215.78			1000 421000	427		101000

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114837		856 DAVE'S WEST FARGO TIRE	420.11						
1	123166	12/08/23 #164 tire & repairs	420.11			1000 421000	427		101000
114890		856 DAVE'S WEST FARGO TIRE	118.75						
1	123216	12/12/23 164 WHEEL ALIGNMENT	118.75			1000 421000	427		101000
		Total for Vendor:	754.64						
114819		2813 DAVID GUST	120.00						
1	12/31/23	P&Z Meetings July-Dec	120.00			1000 418000	111		101000
		Total for Vendor:	120.00						
114952		2377 DAVID SAPP	492.27						
1	121523	12/08/23 Waterour Mechanic Training	492.27			2060 415200	340		101000
		Total for Vendor:	492.27						
114814		2948 DELTA 54 AVIATION LLC	3,600.00						
1	December	12/12/23 Airport Management Fees	3,600.00			7050 500000	307		101000
		Total for Vendor:	3,600.00						
114827		77 DEMCO INC	463.67						
1	7406733	12/04/23 OFFICE SUPPLIES	463.67			7000 411600	410		101000
		Total for Vendor:	463.67						
114927		5149 DORTHY JUNG	477.55						
1	12/13/23	Child Care Grant	477.55			2960 411900	416		101000
		Total for Vendor:	477.55						
114898		2225 DTN, LLC	488.25						
1	6394424	01/12/23 WEATHER BILLING	488.25			1000 450000	497		101000
		Total for Vendor:	488.25						
114633	110168S	2100 EAGLE RUN CROSSING LLC	84.52						
1	3254	11/27/23 5402 DIESEL	45.97			1000 430001	424		101000
2	3312	11/27/23 5400 DIESEL	38.55			1000 430001	424		101000

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114913		2100 EAGLE RUN CROSSING LLC	1,133.56						
1	7673	12/11/23 RENTAL DIESEL	343.89			1000 430000	424		101000
2	7343	12/09/23 RENTAL DIESEL	267.91			1000 430000	424		101000
3	7511	12/10/23 5400 DIESEL	35.92			1000 430001	424		101000
4	7580	12/10/23 5400 DIESEL	17.55			1000 430001	424		101000
5	7419	12/09/23 RENTAL DIESEL	345.01			1000 430000	424		101000
6	7323	12/09/23 359 DIESEL	101.55			1000 430000	424		101000
7	8991	12/14/23 5400 DIESEL	21.73			1000 430001	424		101000
		Total for Vendor:	1,218.08						
114692		1502 EIDE BAILLY LLP	21,470.50						
1	EI01597230	11/30/23 Fiscal Condition Assessmen	21,470.50			1000 414100	428		101000
		Total for Vendor:	21,470.50						
114920		2998 ELLENSON CAULKING LLC	13,500.00						
1	Pay App 3	10/31/23 WF Fire Dept Project	13,500.00			4795 480000	670		101000
		Total for Vendor:	13,500.00						
114669	110169S	999999 EMMA BESTUL	53.89						
	UB refund								
	Acct # 06001136-13								
1	12/04/23	UB Refund	53.89			6020 214100			101000
		Total for Vendor:	53.89						
114602	110170S	3722 ENVIROTECH	17,694.18						
1	202403003	11/27/23 ICE SLICER	6,047.79			1000 430000	377		101000
2	202403018	11/29/23 ICE SLICER	6,030.43			1000 430000	377		101000
3	202403010	11/29/23 ICE SLICER	5,615.96			1000 430000	377		101000
114777		3722 ENVIROTECH	22,348.83						
1	202403193	11/30/23 ICE SLICER	5,314.33			1000 430000	377		101000
2	202403195	11/30/23 ICE SLICER	5,336.03			1000 430000	377		101000
3	202403196	11/30/23 ICE SLICER	5,950.14			1000 430000	377		101000
4	202403194	11/30/23 ICE SLICER	5,748.33			1000 430000	377		101000
		Total for Vendor:	40,043.01						

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114818		3240 ERIC DODDS	180.00						
1	12/31/23	P&Z Meetings July-Dec	180.00			1000 418000	111		101000
		Total for Vendor:	180.00						
114627	110171S	5120 ERIC JOHNSON	100.00						
		DROPPED 2 JACKETS OFF FOR ZIPPER REPAIR							
1	11/30/23	REIMBURSEMENT	100.00			6025 450000	422		101000
		Total for Vendor:	100.00						
114588	110172S	3731 ERIC SORENSON	223.64						
1	11/30/23	tfo clothing reimb	223.64			1000 421000	422		101000
		Total for Vendor:	223.64						
114638	110173S	2862 ESSENTIA HEALTH	6,028.61						
1	13881.11	11/16/23 C Markel-Annual Physical	754.87			2060 415200	996		101000
2	13881.11	11/16/23 H Kalina-Annual Physical	123.00			2060 415200	996		101000
3	13881.11	11/16/23 S Baron-Annual Physical	123.00			2060 415200	996		101000
4	13881.11	11/16/23 Z Tretbar-Annual Physical	768.87			2060 415200	996		101000
5	13881.11	11/16/23 D Sprecher-Annual Physical	754.87			2060 415200	996		101000
6	13881.11	11/16/23 Annual Physicals-Sept/nov	3,504.00			2060 415200	996		101000
114728		2862 ESSENTIA HEALTH	35.00						
1	12-2023	12/05/23 annual physical	35.00			1000 421000	996		101000
	800012110.12.2023								
114953		2862 ESSENTIA HEALTH	520.00						
1	13881.12	12/05/23 Oct-Nov Annual Physicals	520.00			2060 415200	996		101000
		Total for Vendor:	6,583.61						
114878		3344 FACTORY MOTOR PARTS	117.06						
1	371192057	12/04/23 1201 PVP P47-90	117.06			1000 421000	427		101000
		Total for Vendor:	117.06						

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114607	110176S	660 FARGO FREIGHTLINER	125.84						
1	X101135280	11/30/23 408 HEATER CORE SERVICE KI	125.84			6010 450200	427		101000
		Total for Vendor:	125.84						
114695		979 FARGO LINE-X	7,170.00						
1	28597	12/01/23 Topper for Troy's Truck #268	7,170.00			1000 414200	864		101000
		Total for Vendor:	7,170.00						
114958		5225 FARO Technologies, Inc	460.00						
1	91798143	12/06/23 FARO Update Zone 2D SUB3Y	460.00			2060 415200	497		101000
		Total for Vendor:	460.00						
114880		1648 FARSTAD OIL, INC	698.18						
1	825278-23	12/11/23 MOBIL OIL	424.99			1000 421000	424		101000
2	816583-23	12/05/23 RIDGELINE DEF	273.19			1000 430000	424		101000
		Total for Vendor:	698.18						
114840		151 FEDERAL EXPRESS	10.17						
1	834681349	12/13/23 pkg mailed	5.08			1000 421000	661		101000
2	833947459	12/06/23 pkg mailed	5.09			1000 421000	661		101000
		Total for Vendor:	10.17						
114608	110179S	3347 FIRST INTERNATIONAL INSURANCE	3,239.00						
		Add/Remove Insurance							
1	Nov 2023	07/28/23 Public Works (auto)	-902.00			6020 450000	321		101000
2	Nov 2023	08/16/23 Public Works (auto)	-1,138.00			6020 450000	321		101000
3	Nov 2023	08/16/23 Engineering (auto)	-432.00			1000 414200	321		101000
4	Nov 2023	08/23/23 Non-departmental (auto)	980.00			1000 415000	321		101000
5	Nov 2023	11/08/23 Fire (property)	4,731.00			2060 415200	321		101000
114727		3347 FIRST INTERNATIONAL INSURANCE	173.00						
1	453984	12/05/23 #1215 2020 Ford	188.00			1000 421000	323		101000
2	453981	12/05/23 #132 credit dodge caravan	-15.00			1000 421000	323		101000
		Total for Vendor:	3,412.00						

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114595	110181S	5202 FLATLAND MASONRY, INC.	5,550.00								
1	245991	11/30/23 LIFT STATION DAMAGE REPAIR	5,550.00			6025		450000	322		101000
		Total for Vendor:	5,550.00								
114720		4661 FORUM COMMUNICATIONS PRINTING	1,035.87								
1	228974	11/17/23 DEC - FEB MAGAZINES	1,035.87			7000		411600	689		101000
		Total for Vendor:	1,035.87								
114589	110184S	155 GALLS, LLC	80.10								
1	026375839	11/28/23 pant for nobles	80.10			1000		421000	422		101000
114639	110184S	155 GALLS, LLC	332.87								
1	26145815	11/02/23 T Wagner-LS Polo	61.27			2060		415200	422		101000
2	26234940	11/11/23 Promotions-Miller,O'Bryant	210.00			2060		415200	422		101000
3	26235092	11/11/23 K Frost-Class A Dress Shirt	61.60			2060		415200	422		101000
114681		155 GALLS, LLC	905.81								
1	026350769	11/24/23 new officer braun	81.00			1000		421000	422		101000
2	026412242	11/30/23 new officer equipment	266.20			1000		421000	422		101000
3	026350751	11/24/23 shirt for coffield	80.28			1000		421000	422		101000
4	026409235	11/30/23 shirt for denis	72.01			1000		421000	422		101000
5	026350776	11/24/23 shirt for beilke	81.89			1000		421000	422		101000
6	026350775	11/24/23 shirt for runcorn	109.19			1000		421000	422		101000
7	026350780	11/24/23 shirt for dura	80.28			1000		421000	422		101000
8	026391584	11/29/23 hanger for crouse	12.53			1000		421000	422		101000
9	026422549	12/01/23 shirt for roll	69.33			1000		421000	422		101000
10	026379979	11/28/23 equip for mueller	53.10			1000		421000	422		101000
114729		155 GALLS, LLC	949.58								
1	026334142	11/22/23 sample shirts	746.00			1000		421000	422		101000
2	026458490	12/05/23 sample shirts-credit	-746.00			1000		421000	422		101000
3	026458348	12/05/23 cadet shirts	614.16			1000		421000	375		101000
4	026437123	12/04/23 equip for boyer	11.86			1000		421000	422		101000
5	026442323	12/04/23 shirt for m. oldham	92.26			1000		421000	422		101000
6	026437675	12/04/23 shirt for b. oldham	54.90			1000		421000	422		101000
7	026437297	12/04/23 equip for runcorn	45.90			1000		421000	422		101000

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8	026437707	12/04/23 equip for saari	53.10			1000 421000	422		101000
9	026437125	12/04/23 equip for saari	45.90			1000 421000	422		101000
10	026437124	12/04/23 equip for zach	31.50			1000 421000	422		101000
114845		155 GALLS, LLC	980.74						
1	026485360	12/08/23 equip for dura	60.26			1000 421000	422		101000
2	026489356	12/08/23 new officer adel	109.19			1000 421000	422		101000
3	026489359	12/08/23 shirt for m. oldham	184.52			1000 421000	422		101000
4	026494775	12/09/23 new officer	95.97			1000 421000	422		101000
5	026485539	12/08/23 new officer	80.82			1000 421000	422		101000
6	026437122	12/04/23 equip for j. johnson	324.99			1000 421000	422		101000
7	026495740	12/09/23 equip for j. johnson	124.99			1000 421000	422		101000
114959		155 GALLS, LLC	2,575.05						
1	26417637	12/01/23 J West Jobshirt	101.01			2060 415200	422		101000
2	26417600	12/01/23 B Temp Jobshirt	112.38			2060 415200	422		101000
3	26417590	12/01/23 J Porter Jobshirt	111.50			2060 415200	422		101000
4	26322586	11/21/23 D Underhill Jobshirt	113.63			2060 415200	422		101000
5	26322586	11/21/23 D Underhill pants	120.70			2060 415200	422		101000
6	26322586	11/21/23 S Johnson Pants	120.70			2060 415200	422		101000
7	26322588	11/21/23 B Temp Pants	182.56			2060 415200	422		101000
8	26323019	11/21/23 T Wagner Polo	61.29			2060 415200	422		101000
9	26325926	11/21/23 B Temp Pants (will return)	249.46			2060 415200	422		101000
10	26370060	11/27/23 D Christenson Hi Viz	280.36			2060 415200	422		101000
11	26370060	11/27/23 J West Hi viz	280.36			2060 415200	422		101000
12	26370060	11/27/23 C Hodgson Hi Viz	280.37			2060 415200	422		101000
13	26370060	11/27/23 B Temp Hi Viz	280.37			2060 415200	422		101000
14	26370060	11/27/23 A Morgan Hi Viz	280.36			2060 415200	422		101000
Total for Vendor:			5,824.15						
114606	110185S	4321 GO PROMO LLC	1,000.00						
1	38026	11/16/23 CFMH pr items	1,000.00			1000 421000	285		101000
Total for Vendor:			1,000.00						

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114609	110186S	2558 GOODYEAR COMMERCIAL TIRE	146.00						
1	1301090321	11/30/23 TIRE REPAIR	146.00			6010 450200	427		101000
		Total for Vendor:	146.00						
114603	110187S	3112 GOVERNMENT FINANCE OFFICERS	250.00						
	02/01/2024-01/31/2025								
1	2421722	11/30/23 2024 Membership Dues	250.00			1000 414100	667		101000
		Total for Vendor:	250.00						
114861		4450 GRAFSTROM CONSTRUCTION	87,040.64						
1	Pay App 16	09/30/23 WF Fire Dept Project	87,040.64			4795 480000	670		101000
114918		4450 GRAFSTROM CONSTRUCTION	94,751.45						
1	Pay App 17	10/31/23 WF Fire Dept Project	94,751.45			4795 480000	670		101000
		Total for Vendor:	181,792.09						
114640	110188S	3534 GRAND FORKS FIRE EQUIPMENT LLC	93.35						
1	39432	11/15/23 SCBA StemValve	93.35			2060 415200	420		101000
		Total for Vendor:	93.35						
114650	110189S	3535 GREAT PLAINS FIRE	15,481.35						
1	7878	11/13/23 B Temp-Gear	3,825.00			2060 415200	641		101000
2	7887	11/15/23 3 new Recuits Gear	11,298.00			2060 415200	641		101000
3	7904	11/22/23 New Recuits name plates	358.35			2060 415200	641		101000
		Total for Vendor:	15,481.35						
114722		2318 HABERDASHERY	481.99						
1	70314	10/27/23 New Emp Clothing 2023 Planning	240.00			1000 418000	410		101000
2	70314	10/27/23 New Emp Clothing 2023 Finance	201.99			1000 414100	410		101000
3	70314	10/27/23 Digitizing/Shipping&Handling	40.00			1000 415000	668		101000
		Total for Vendor:	481.99						
114166		2713 HAMPTON INN & SUITES	211.86						
	overpayment								
1	323/bqry	11/05/23 lodging ellefson	211.86			1000 421000	340		101000

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114830		2713 HAMPTON INN & SUITES	96.30						
1	207/nkru	12/13/23 lodging for danielson	96.30			1000 421000	340		101000
		Total for Vendor:	308.16						
114852		769 HARBOR FREIGHT TOOLS	79.98						
1	378111	12/11/23 LOW CREEPER	79.98			1000 455000	427		101000
		Total for Vendor:	79.98						
114761		135 HAWKINS WTR TREATMENT	5,034.25						
1	6635229	11/28/23 AQUAHAWK	5,034.25			6025 450000	423		101000
		Total for Vendor:	5,034.25						
114754		180 HAZERS	700.00						
1	1080	12/07/23 APPLIANCE DISPOSAL	700.00			6010 450200	357		101000
		Total for Vendor:	700.00						
114645	110194S	3593 HOLIDAY COMPANIES	10.00						
1	11/30/23	nov 2023 car wash	10.00			1000 421000	420		101000
		Total for Vendor:	10.00						
114724		3285 HOUSTON ENGINEERING INC.	76,845.36						
1	68463	12/07/23 Imp Dist 2265	76,845.36			4793 480000	313		101000
		Total for Vendor:	76,845.36						
114605	110195S	358 HUBERT OYE-SONS CONST.	6,492.40						
1	1211812	11/29/23 ASPHALT MIX	3,032.40			1000 430000	722		101000
2	1211812	11/29/23 ASPHALT MIX	3,460.00			6020 450000	438		101000
		Total for Vendor:	6,492.40						
114866		4989 I'LL TILE & STONE INC.	1,845.00						
1	09/30/23	WF Fire Dept Project	1,845.00			4795 480000	670		101000
		Total for Vendor:	1,845.00						

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114751		4592 INGRAM LIBRARY SERVICES	5,973.24								
1	79115430	11/30/23 BOOKS	253.76			7000		411600	662		101000
2	79126890	12/01/23 BOOKS	13.23			7000		411600	662		101000
3	79126891	12/01/23 BOOKS	20.62			7000		411600	662		101000
4	79126892	12/01/23 BOOKS	510.81			7000		411600	662		101000
5	79126893	12/01/23 BOOKS	1,291.28			7000		411600	662		101000
6	79126894	12/01/23 BOOKS	965.29			7000		411600	662		101000
7	79126895	12/01/23 BOOKS	12.07			7000		411600	662		101000
8	79126896	12/01/23 BOOKS	20.11			7000		411600	662		101000
9	79126897	12/01/23 BOOKS	33.16			7000		411600	662		101000
10	79126898	12/01/23 BOOKS	19.38			7000		411600	662		101000
11	79126899	12/01/23 BOOKS	310.80			7000		411600	662		101000
12	79161296	12/04/23 BOOKS	14.06			7000		411600	662		101000
13	79161297	12/04/23 BOOKS	36.07			7000		411600	662		101000
14	79161298	12/04/23 BOOKS	23.53			7000		411600	662		101000
15	79161299	12/04/23 BOOKS	21.43			7000		411600	662		101000
16	79161300	12/04/23 BOOKS	14.32			7000		411600	662		101000
17	79161301	12/04/23 BOOKS	76.66			7000		411600	662		101000
18	79161302	12/04/23 BOOKS	96.04			7000		411600	662		101000
19	79208051	12/05/23 BOOKS	66.90			7000		411600	662		101000
20	79208050	12/05/23 BOOKS	13.33			7000		411600	662		101000
21	79188744	12/05/23 BOOKS	118.18			7000		411600	662		101000
22	79188743	12/05/23 BOOKS	27.53			7000		411600	662		101000
23	79224233	12/06/23 BOOKS	39.02			7000		411600	662		101000
24	79224234	12/06/23 BOOKS	17.13			7000		411600	662		101000
25	79224235	12/06/23 BOOKS	12.62			7000		411600	662		101000
26	79224236	12/06/23 BOOKS	19.85			7000		411600	662		101000
27	79224237	12/06/23 BOOKS	17.92			7000		411600	662		101000
28	79224238	12/06/23 BOOKS	19.24			7000		411600	662		101000
29	79224239	12/06/23 BOOKS	19.85			7000		411600	662		101000
30	79224240	12/06/23 BOOKS	385.09			7000		411600	662		101000
31	79224241	12/06/23 BOOKS	261.75			7000		411600	662		101000
32	79224242	12/06/23 BOOKS	253.66			7000		411600	662		101000
33	79224243	12/06/23 BOOKS	317.54			7000		411600	662		101000
34	79236324	12/06/23 BOOKS	32.98			7000		411600	662		101000
35	79236325	12/06/23 BOOKS	9.96			7000		411600	662		101000

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36	79236326	12/06/23 BOOKS	12.41			7000 411600	662		101000
37	79236327	12/06/23 BOOKS	56.47			7000 411600	662		101000
38	79249908	12/07/23 BOOKS	32.23			7000 411600	662		101000
39	79249909	12/07/23 BOOKS	14.91			7000 411600	662		101000
40	79249910	12/07/23 BOOKS	22.01			7000 411600	662		101000
41	79249911	12/07/23 BOOKS	38.27			7000 411600	662		101000
42	79249912	12/07/23 BOOKS	36.83			7000 411600	662		101000
43	79249913	12/07/23 BOOKS	28.07			7000 411600	662		101000
44	79335101	12/12/23 BOOKS	19.87			7000 411600	662		101000
45	79335102	12/12/23 BOOKS	168.15			7000 411600	662		101000
46	79335103	12/12/23 BOOKS	54.85			7000 411600	662		101000
47	79335104	12/12/23 BOOKS	60.02			7000 411600	662		101000
48	79335105	12/12/23 BOOKS	12.10			7000 411600	662		101000
49	79355174	12/12/23 BOOKS	32.64			7000 411600	662		101000
50	79355175	12/12/23 BOOKS	10.85			7000 411600	662		101000
51	79355176	12/12/23 BOOKS	8.39			7000 411600	662		101000
Total for Vendor:			5,973.24						
114820		2747 JOE KOLB	180.00						
1	12/31/23	P&Z Meetings July-Dec	180.00			1000 418000	111		101000
Total for Vendor:			180.00						
114961		3526 JOHN NEEB	26.99						
1	Mika 12/03/23	Mika ear wipes	26.99			2060 415200	915		101000
Total for Vendor:			26.99						
114899		1522 JOHNSONS PEST CONTROL	125.00						
1	207770 12/04/23	CH PEST CONTROL	125.00			1000 455000	420		101000
Total for Vendor:			125.00						
114667	110203S 999999	JOSHUA KANDT	36.75						
	UB refund								
	Acct # 05100095-03								
1	12/04/23	UB Refund	36.75			6020 214100			101000
Total for Vendor:			36.75						

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114831		3647 K-9 DEFENSE LLC	17,208.34								
1	12/11/23	k9 vito	12,500.00			1000		421000	915		101000
2	1690 12/08/23	k9 training in AZ	2,500.00			1000		421000	340		101000
3	1690 12/08/23	k9 equipment	2,208.34			1000		421000	915		101000
		Total for Vendor:	17,208.34								
114635	110204S	344 KARL'S AT THE NODAK CENTER	125.99								
1	343120083 11/14/23	T HARE COVERALLS	125.99			6020		450000	422		101000
114773		344 KARL'S AT THE NODAK CENTER	169.99								
1	343117990 11/10/23	J BARKER COVERALLS	169.99			6010		450200	422		101000
114910		344 KARL'S AT THE NODAK CENTER	80.07								
1	343138931 12/12/23	R KLEIN PANTS	80.07			6010		450200	422		101000
		Total for Vendor:	376.05								
114702		5212 KASEYA US LLC	486.85								
	10/17/23-01/31/27										
1	4547860493 10/17/23	IT Glue Onboarding	486.85			1000		414104	497		101000
		Total for Vendor:	486.85								
114822		4967 KATHI SCHWAN	180.00								
1	12/31/23	P&Z Meetings July-Dec	180.00			1000		418000	111		101000
		Total for Vendor:	180.00								
114967		4886 KERRI STREYLE	27,000.00								
1	12/15/23	Child Care Grant	27,000.00			2960		411900	416		101000
		Total for Vendor:	27,000.00								
114649	110206S	3173 KIESLER'S POLICE SUPPLY, INC.	762.20								
1	in227789 11/29/23	2 duty glock 43x 9mm	762.20			1000		421000	987		101000
		Total for Vendor:	762.20								

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114874		693 KPH, INC	42,480.00						
1	Pay App 14	09/30/23 WF Fire Dept Project	42,480.00			4795 480000	670		101000
114925		693 KPH, INC	16,177.50						
1	Pay App 15	10/31/23 WF Fire Dept Project	16,177.50			4795 480000	670		101000
		Total for Vendor:	58,657.50						
114651	110210S	260 LARS BODY SHOP	759.74						
1	5697 09/06/23	#1195 repairs	759.74			1000 421000	322		101000
		Total for Vendor:	759.74						
114917		4555 LEDGESTONE INC	1,709.03						
1	Pay App 10	10/31/23 WF Fire Dept Project	1,709.03			4795 480000	670		101000
		Total for Vendor:	1,709.03						
114700		4767 LENOVO (UNITED STATES) INC.	2,601.34						
1	6466414131	12/05/23 New Laptop	2,601.34			1000 414200	497		101000
		Total for Vendor:	2,601.34						
114736		4432 LIBERTY BUSINESS SYSTEMS INC	1,939.20						
		12/01/23-02/29/24 base period							
		09/01/23-11/30/23 overage period							
1	523152	12/04/23 Acct#CI38 / Cont#230046-01	1,939.20			1000 415000	428		101000
		Total for Vendor:	1,939.20						
114698		1741 LIBERTY BUSINESS SYSTEMS, INC	182.05						
1	35383135	11/27/23 Pioneer Center Copier	182.05			1000 415000	428		101000
114835		1741 LIBERTY BUSINESS SYSTEMS, INC	978.36						
1	35383136	11/27/23 nov 2023 pd copier lease	376.86			1000 421000	428		101000
2	35383136	11/27/23 nov 2023 ch copier lease	307.26			1000 415000	428		101000
3	35383136	11/27/23 nov 2023 assessing copier le	34.26			1000 415000	428		101000
4	35383136	11/27/23 nov 2023 pw copier lease	259.98			6020 450000	428		101000
		Total for Vendor:	1,160.41						

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114749		3109 LIBRARY IDEAS, INC	478.28						
1	104061	11/28/23 AUDIO VOX	478.28			7000 411600	664		101000
		Total for Vendor:	478.28						
114655	110211S	3418 LOFFLER	35.25						
1	600892	01/24/22 Statement Credit 01/24/2022	-28.25			2060 415200	428		101000
2	4534269	11/20/23 FD Contract usage	62.20			2060 415200	428		101000
3	4542153	11/30/23 Finance Charge	1.30			2060 415200	720		101000
		Total for Vendor:	35.25						
114893		711 LUTHER FAMILY FORD	279.81						
1	370593	12/08/23 148 HOSE ASSY	46.60			1000 421000	427		101000
2	370500	12/06/23 1171 PUMP KIT	233.21			1000 421000	427		101000
		Total for Vendor:	279.81						
114964		3502 M&T Fire	216.50						
1	11277	11/10/23 Gear Wash soap	216.50			2060 415200	500		101000
		Total for Vendor:	216.50						
114760		3304 MAC'S - FARGO	272.81						
1	H04580	11/14/23 UTILITY KNIFE	32.97			6025 450000	432		101000
2	H04778	11/15/23 SHOP TOWELS	239.84			6025 450000	432		101000
114762		3304 MAC'S - FARGO	97.98						
1	H10058	12/01/23 WDG ANC BL	97.98			6020 450000	420		101000
114894		3304 MAC'S - FARGO	17.45						
1	H13758	12/13/23 HITCH PIN	17.45			6025 450000	432		101000
		Total for Vendor:	388.24						
114656	110215S	3536 MACQUEEN EMERGENCY	4,516.36						
1	10060	11/06/23 Cr Return-Gauge	-216.18			2060 415200	420		101000
2	11277	11/10/23 Gear Wash-Soap	216.50			2060 415200	500		101000
3	10147	11/27/23 Valve Kit, control box	1,836.74			2060 415200	427		101000
4	22587	11/28/23 Elkhart brass body equipment	456.76			2060 415200	641		101000
5	5727	11/30/23 L-75 Accelerator pedal issue	2,222.54			2060 415200	427		101000
		Total for Vendor:	4,516.36						

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114871		68 MANNING MECHANICAL	48,375.31						
1	Pay App 16	09/30/23 WF Fire Dept Project	48,375.31			4795 480000	670		101000
114922		68 MANNING MECHANICAL	105,187.86						
1	Pay App 17	10/31/23 WF Fire Dept Project	105,187.86			4795 480000	670		101000
		Total for Vendor:	153,563.17						
114693		3488 MARK HOUSH	95.74						
	NW Chapter of MN Building Officials Meeting - 12/01/23 - Detroit Lakes								
1	12/01/23 Travel reimb - 12/01/23		95.74			1000 418000	340		101000
		Total for Vendor:	95.74						
114885		5222 MARVIN WINDOWS	1,079.12						
1	9639 10/11/23 DAMAGE REPAIRS REIMBURSEMENT		1,079.12			6010 450200	444		101000
		Total for Vendor:	1,079.12						
114841		2903 MATT OLDHAM	631.00						
1	12/13/23 meal reimb		621.00			1000 421000	340		101000
2	12/13/23 fuel reimb		10.00			1000 421000	340		101000
		Total for Vendor:	631.00						
114816		3119 MATT RETKA	50.00						
1	12/12/23 Dec WF Airport Secretary		50.00			7050 500000	120		101000
		Total for Vendor:	50.00						
114657	110217S	299 MENARDS (FIRE)	104.98						
1	16296 10/30/23 PW Elec. bill new HQ		51.73			4795 480000	670		101000
2	17741 11/17/23 FD HQ Shelving		53.25			2060 415200	494		101000
114962		299 MENARDS (FIRE)	407.50						
1	19254 12/05/23 Wreaths for Trucks		154.90			2060 415200	375		101000
2	18644 11/28/23 Scoop shovel/HD Cords		104.94			2060 415200	500		101000
3	18796 11/30/23 Stud finder,bolts/screws		82.58			2060 415200	500		101000
4	18912 12/01/23 HD Cord/wall anchors		65.08			2060 415200	500		101000
		Total for Vendor:	512.48						

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114675		5206 MENARDS (POLICE)	21.98						
1	17588 11/15/23	ACCT 30360698 cable ties	21.98			1000 421000	641		101000
		Total for Vendor:	21.98						
114626	110218S	4622 MENARDS (PUBLIC WORKS)	303.64						
1	17755 11/17/23	GCFI	134.94			1000 430002	527		101000
2	17678 11/16/23	ELBOW FLEX/PVC	62.77			6025 450000	420		101000
3	17518 11/14/23	COUPLER/PVC	105.93			1000 430002	527		101000
114696		4622 MENARDS (PUBLIC WORKS)	36.94						
1	17754 11/17/23	Tools/Supplies for Engineering	36.94			1000 414200	410		101000
114745		4622 MENARDS (PUBLIC WORKS)	853.40						
1	19166 12/04/23	ELECT TAPE/DRILL BITS	23.04			6020 450000	432		101000
2	18799 11/30/23	INSULATION	14.15			6020 450000	632		101000
3	18832 11/30/23	TARPS/CLAMPS	137.02			6020 450000	632		101000
4	18923 12/01/23	TARP RET	-47.98			6020 450000	632		101000
5	19301 12/06/23	SALT SHACK ELECTRICAL	201.90			4796 480000	670		101000
6	19325 12/06/23	TOOLS/HARDWARE	482.32			6020 450000	432		101000
7	19465 12/08/23	PAINT - NEW OFFICE	17.97			6020 450000	420		101000
8	18713 11/29/23	OUTLET HUB	24.98			1000 430001	358		101000
114755		4622 MENARDS (PUBLIC WORKS)	190.62						
1	19446 12/08/23	WOOD STUD/GCFI	102.86			6010 450200	433		101000
2	19231 12/05/23	WOOD STUDS	87.76			6010 450200	433		101000
114855		4622 MENARDS (PUBLIC WORKS)	2,036.41						
1	19703 12/12/23	PAINT RETURN	-17.97			1000 455000	420		101000
2	19787 12/13/23	ELECT OUTLET SUPPLIES	25.67			1000 455000	420		101000
3	19245 12/05/23	AIR HOSE/NAILS	36.25			4796 480000	670		101000
4	19825 12/13/23	HARDWARE	45.31			6020 450000	433		101000
5	19232 12/05/23	MOLDING	70.21			4796 480000	670		101000
6	19244 12/05/23	MOLDING - RETURN	-34.24			4796 480000	670		101000
7	19441 12/08/23	NEW OFFICE PAINT	57.40			6020 450000	500		101000
8	19834 12/13/23	PAINT MARKER/FOLDING TITANIUM	25.48			6020 450000	420		101000
9	19810 12/13/23	BLINDS - CHELSEY OFC	231.78			6020 450000	420		101000

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10	19226	12/05/23 HARDWARE RETURN	-33.46			6020 450000	433		101000
11	19796	12/13/23 WD40/BLACK FLAT IRON	28.97			6020 450000	432		101000
12	18632	11/28/23 SALT SHED POLYLAM	1,365.98			4796 480000	670		101000
13	18815	11/30/23 SALT SHED HARDWARE	151.11			4796 480000	670		101000
14	18930	12/01/23 SALT SHED HARDWARE	83.92			4796 480000	670		101000
114883		4622 MENARDS (PUBLIC WORKS)	414.30						
1	19227	12/06/23 LIFT STATION REPAIRS	414.30			6025 450000	826		101000
114908		4622 MENARDS (PUBLIC WORKS)	1,231.20						
1	19880	12/14/23 DOWNTOWN TREE DECORATIONS	33.69			1000 430001	358		101000
2	19319	12/06/23 LANDFILL OFC	557.03			6010 450200	433		101000
3	19747	12/12/23 LANDFILL OFC	640.48			6010 450200	433		101000
114911		4622 MENARDS (PUBLIC WORKS)	88.11						
1	19707	12/12/23 ORANGE CORD/WIRE CONNECT	88.11			6010 450200	433		101000
		Total for Vendor:	5,154.62						
114859		2489 MENARDS-MOORHEAD	32.45						
1	85378	12/05/23 INSIDE CORNER	32.45			4796 480000	670		101000
		Total for Vendor:	32.45						
114753		5052 MIDCO BUSINESS	84.06						
1	720113724	12/01/23 PW INTERNET	84.06			1000 450000	497		101000
114965		5052 MIDCO BUSINESS	46.02						
1	37257170	11/27/23 November Telephone New HQ	46.02			2060 415200	500		101000
		Total for Vendor:	130.08						
114807		2766 MIDCONTINENT COMMUNICATIONS	1,775.42						
1	13746	12/11/23 193293401 - 3100&3150 Sheyenne	1,775.42			2310 452120	497		101000
		Total for Vendor:	1,775.42						
114963		102 MIDSTATES WIRELESS	540.00						
1	206002521	12/11/23 Cable Repair	540.00			2060 415200	427		101000
		Total for Vendor:	540.00						

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114747		1854 MIDWEST TAPE	5,248.00						
1	504720031	11/30/23 E RESOURCES	2,001.01			7000 411600	650		101000
2	504719279	12/05/23 AUDIOBOOK	47.49			7000 411600	664		101000
3	504737712	12/05/23 AUDIOBOOK	402.90			7000 411600	664		101000
4	504737715	12/05/23 DVD	252.39			7000 411600	664		101000
5	504737711	12/05/23 DVD	198.86			7000 411600	664		101000
6	504737716	12/05/23 DVD	119.07			7000 411600	664		101000
7	504737717	12/05/23 DVD	20.22			7000 411600	664		101000
8	504737714	12/05/23 DVD	49.44			7000 411600	664		101000
9	504737710	12/05/23 DVD	233.98			7000 411600	664		101000
10	504776101	12/12/23 AUDIOBOOK	210.45			7000 411600	664		101000
11	504776106	12/12/23 DVD	31.47			7000 411600	664		101000
12	504776100	12/12/23 DVD	257.87			7000 411600	664		101000
13	504776105	12/12/23 DVD	502.66			7000 411600	664		101000
14	504776107	12/12/23 DVD	248.34			7000 411600	664		101000
15	504776103	12/12/23 DVD	261.43			7000 411600	664		101000
16	504776104	12/12/23 DVD	364.02			7000 411600	664		101000
17	504772519	12/12/23 DVD	46.40			7000 411600	664		101000
Total for Vendor:			5,248.00						
114823		3998 MIKE THORSTAD	180.00						
1	12/31/23	P&Z Meetings July-Dec	180.00			1000 418000	111		101000
Total for Vendor:			180.00						
114701		305 MOORE ENGINEERING INC	258,805.68						
1	36042	11/28/23 Imp Dist 1337	2,200.00			4086 480000	313		101000
2	36016	11/28/23 Imp Dist 1309.1	1,825.15			4387 480000	313		101000
3	36015	11/28/23 Imp Dist 1310	935.00			4388 480000	313		101000
4	36017	11/28/23 Project 1316.2	75,516.67			4065 480000	313		101000
5	36019	11/28/23 Project 1327	430.00			4074 480000	313		101000
6	36014	11/28/23 Imp Dist 1337	547.50			4086 480000	313		101000
7	36022	11/28/23 Imp Dist 1337	10,577.25			4086 480000	313		101000
8	36023	11/28/23 Imp Dist 1337	26,617.85			4086 480000	313		101000
9	36162	11/29/23 Imp Dist 1339	1,320.00			4088 480000	313		101000
10	36026	11/28/23 Project 1342	2,450.00			4002 480000	313		101000
11	36029	11/28/23 Project 1343	7,329.62			4004 480000	313		101000

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12	36164	11/29/23 Imp Dist 1345	282.50			4009 480000	313		101000
13	36024	11/28/23 Project 1346	15,249.88			4024 480000	313		101000
14	36025	11/28/23 Imp Dist 1348	4,728.75			4444 480000	313		101000
15	36168	11/29/23 Imp Dist 2261	21,051.25			4442 480000	313		101000
16	36167	11/29/23 Imp Dist 2271	4,899.46			4005 480000	313		101000
17	36033	11/28/23 Imp Dist 2276	22,765.00			4017 480000	313		101000
18	36035	11/28/23 Imp Dist 2280	5,272.50			4803 480000	313		101000
19	36174	11/29/23 Imp Dist 2281	5,717.50			4804 480000	313		101000
20	36028	11/28/23 Imp Dist 3006	1,722.50			4003 480000	313		101000
21	36027	11/28/23 Project 9033	5,205.00			6010 450200	313		101000
22	36031	11/28/23 Project 9034	29,580.00			2970 480000	313		101000
23	36166	11/29/23 Project 9036	1,277.50			4023 480000	313		101000
24	36173	11/29/23 Project 9043	8,896.45			4445 480000	313		101000
25	36018	11/28/23 Project 20520 - Task Order #2	1,047.50			2970 480000	313		101000
26	36021	11/28/23 Project 21405 - The Wilds	1,360.85			1000 414200	313		101000
114795		305 MOORE ENGINEERING INC	858.00						
1	36034	11/28/23 Lot Staking	858.00			1000 418000	520		101000
		Total for Vendor:	259,663.68						
114867		4977 MORRIS PAINTING	18,000.00						
1	Pay App 5	09/30/23 WF Fire Dept Project	18,000.00			4795 480000	670		101000
114921		4977 MORRIS PAINTING	22,500.00						
1	Pay App 6	10/31/23 WF Fire Dept Project	22,500.00			4795 480000	670		101000
		Total for Vendor:	40,500.00						
114916		4575 MORTENSON MASONRY INC	14,403.42						
1	Pay App 11	10/31/23 WF Fire Dept project	14,403.42			4795 480000	670		101000
		Total for Vendor:	14,403.42						
114598	110224S	298 MVTL LABORATORIES	1,117.60						
1	1228836	11/28/23 WATER TESTING	1,117.60			6025 450000	335		101000
		Total for Vendor:	1,117.60						

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114892		728 NAPA CENTRAL	669.97						
1	377419	12/11/23 VEHATGABX	209.98			1000 421000	424		101000
2	377420	12/11/23 REFRIGERANT	459.99			1000 421000	427		101000
		Total for Vendor:	669.97						
114802	-99378E	4482 ND CHILD SUPPORT DIVISION	2,950.05						
	11/03/23	payroll							
1	11/03/23	ND Child Support	2,950.05			1000 212549			101000
114803	-99376E	4482 ND CHILD SUPPORT DIVISION	2,950.05						
	11/17/23	payroll							
1	11/17/23	ND Child Support	2,950.05			1000 212549			101000
114941	-99362E	4482 ND CHILD SUPPORT DIVISION	2,873.91						
	12/01/23	payroll							
1	12/01/23	ND Child Support	2,873.91			1000 212549			101000
		Total for Vendor:	8,774.01						
114647	110226S	333 ND MOTOR VEHICLE DEPT.	84.00						
1	12/01/23	28 uc reg cards/tabs	84.00			1000 421000	667		101000
114828		333 ND MOTOR VEHICLE DEPT.	11.50						
1	12/13/23	#1215 reg and tabs	11.50			1000 421000	667		101000
		Total for Vendor:	95.50						
114642	110227S	723 ND POST BOARD	90.00						
1	11/30/23	chesney braun license	45.00			1000 421000	667		101000
2	11/30/23	hunter hicks license	45.00			1000 421000	667		101000
		Total for Vendor:	90.00						
114741		571 ND WORKFORCE SAFETY & INSURANCE	199.69						
1	KIP1TW4MQ4	11/15/23 Street - J Rolczynski	199.69			1000 430000	240		101000
		Total for Vendor:	199.69						

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114768		756 NELCO FIRST AID	36.00						
1	103095	10/24/23 FIRST AID SUPPLIES - ASSESSING	36.00			1000 455000	639		101000
114900		756 NELCO FIRST AID	124.04						
1	113121	12/11/23 PW FIRST AID SUPPLIES	52.04			6020 450000	639		101000
2	113120	12/11/23 SA FIRST AID SUPPLIES	72.00			6010 450200	639		101000
		Total for Vendor:	160.04						
114829		1600 NELSON AUTO CENTER FLEET DEPT	130,288.53						
1	f p829	12/11/23 #1211 patrol	43,232.78			1000 421000	610		101000
2	f p830	12/11/23 #1212 patrol	43,232.78			1000 421000	610		101000
3	f p831	12/11/23 #1213 k9 patrol	43,822.97			1000 421000	610		101000
		Total for Vendor:	130,288.53						
114968		271 NETCENTER TECHNOLOGIES	2,683.59						
1	193424	11/30/23 Trouble shooting network	2,683.59			4795 480000	670		101000
		Total for Vendor:	2,683.59						
114691		2261 NETWORK CENTER INCORPORATED	6,253.00						
		Office 365 G1 - 142 licenses							
		Office 365 G3 - 219 licenses							
		MS Teams Rooms Pro - 2 licenses							
1	INV206273	12/01/23 Microsoft 365 Subscriptions	6,253.00			1000 414104	497		101000
114709		2261 NETWORK CENTER INCORPORATED	430.00						
1	INV200156	07/31/23 Fire station alarm issues	430.00			1000 414104	497		101000
114710		2261 NETWORK CENTER INCORPORATED	6,592.23						
		Office 365 G1 - 128 licenses							
		Office 365 G3 - 203 licenses							
1	INV200854	08/14/23 Microsoft 365 Subscriptions	6,592.23			1000 414104	497		101000
114712		2261 NETWORK CENTER INCORPORATED	430.00						
1	INV203066	09/25/23 Voice VLAN routing issues	430.00			1000 414104	497		101000

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114713 1	INV204173	2261 NETWORK CENTER INCORPORATED 10/11/23 Connectwise email issues	390.00 390.00			1000 414104	497		101000
114714 1	INV204477	2261 NETWORK CENTER INCORPORATED 10/24/23 M365 migration	26,520.00 26,520.00			1000 414104	497		101000
114716 1	INV204481	2261 NETWORK CENTER INCORPORATED 10/24/23 Fix DNS issues	3,600.00 3,600.00			1000 414104	497		101000
114717 Office 365 G1 - 142 licenses Office 365 G3 - 219 licenses MS Teams Rooms Pro - 2 licenses 1	INV204785	2261 NETWORK CENTER INCORPORATED 11/02/23 Microsoft 365 Subscriptions	6,253.00 6,253.00			1000 414104	497		101000
114739 1	INV205889	2261 NETWORK CENTER INCORPORATED 11/21/23 Install radius server cert	483.75 483.75			1000 414104	497		101000
114740 1	INV206108	2261 NETWORK CENTER INCORPORATED 11/30/23 Network issues with IP addr	322.50 322.50			1000 414104	497		101000
114966 1	205929	2261 NETWORK CENTER INCORPORATED 11/27/23 Senior Engineer Billing Svcs Total for Vendor:	3,708.75 3,708.75 54,983.23			4795 480000	670		101000
114792 1	12/11/23	5219 NOBLE HARE LLC Enterprise Grant Total for Vendor:	69,451.04 69,451.04 69,451.04			2960 411900	654		101000
114596 1	110232S 30038	3111 NORTHERN SALT INCORPORATED 11/21/23 DEICING SALT Total for Vendor:	20,233.56 20,233.56 20,233.56			1000 430000	377		101000

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114763		1403 NORTHERN TOOL	349.99						
1	52594746	09/05/23 FUEL OIL HOSE	349.99			6020 450000	432		101000
		Total for Vendor:	349.99						
114865		1715 NORTHWEST TIRE INC	1,168.70						
1	26043297	11/07/23 368 ALIGNMENT	140.44			4387 480000	427		101000
2	26043991	12/05/23 2020 TIRE PATCH	38.81			6020 450000	427		101000
3	26042837	11/07/23 TIRE REPAIR	160.76			4387 480000	427		101000
4	26044073	12/07/23 2011 TIRE PATCH	19.41			6020 450000	427		101000
5	26044057	12/06/23 5005 TIRES	809.28			1000 455000	427		101000
		Total for Vendor:	1,168.70						
114889		330 NORTHWESTERN EQUIP INC.	123.34						
1	53912	11/27/23 THIMBLE	123.34			6010 450200	427		101000
		Total for Vendor:	123.34						
114870		322 NOVA FIRE PROTECTION	9,000.00						
1	Pay App 5	09/30/23 WF Fire Station HQ	9,000.00			4795 480000	670		101000
		Total for Vendor:	9,000.00						
114969		1774 O'REILLY AUTOMOTIVE STORES, INC	89.95						
1	282070	12/08/23 Antifreeze SS	89.95			2060 415200	424		101000
		Total for Vendor:	89.95						
114611	110234S	4744 O'REILLY AUTOMOTIVE STORES, INC	441.44						
1	1932278508	11/28/23 STRDFD	13.58			6020 450000	427		101000
2	1932278527	11/27/23 7018 BLOWER MOTOR/RESISTOR	118.01			6025 450000	427		101000
3	1932278509	11/27/23 SPARK PLUG	68.76			1000 421000	427		101000
4	1932278704	11/28/23 1214 CABIN FILTER	11.89			1000 421000	427		101000
5	1932277213	11/22/23 1204 OIL DRAIN PLUG	6.08			1000 421000	427		101000
6	1932279078	11/29/23 BATTERY	223.12			6020 450000	427		101000
114862		4744 O'REILLY AUTOMOTIVE STORES, INC	45.11						
1	1932280735	12/04/23 299 5-PIN RELAY	13.99			6020 450000	427		101000
2	1932280645	12/04/23 SPARK TESTER	39.98			1000 455000	432		101000
3	1932281309	12/06/23 BATTERY STOCK	302.82			6025 450000	427		101000

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5	1932282049	12/08/23 SHOCK MOUNT/BOOT KIT RETUR	-311.68			1000 421000	427		101000
		Total for Vendor:	486.55						
114896		352 OK TIRE STORE - COM CTR	1,922.30						
1	05459481	12/07/23 TIRE REPAIR	961.15			1000 430000	427		101000
2	05459481	12/07/23 TIRE REPAIR	961.15			6010 450200	427		101000
		Total for Vendor:	1,922.30						
114699		631 ONE CALL CONCEPTS, INC	338.00						
1	3114288	11/30/23 November Locates	338.00			6020 450000	412		101000
		Total for Vendor:	338.00						
114665		276 OSTROMS ACE HARDWARE	1,237.56						
1	225192	11/02/23 Cleaning supplies	68.33			2060 415200	500		101000
2	225193	11/02/23 windshield wash	4.99			2060 415200	500		101000
3	225205	11/03/23 surge protector	26.99			2060 415200	500		101000
4	225219	11/06/23 Keys	4.98			2060 415200	500		101000
5	225237	11/08/23 Grill genius	1,029.00			2060 415200	641		101000
6	225258	11/13/23 Grease	19.98			2060 415200	424		101000
7	225287	11/17/23 shelving	15.59			2060 415200	641		101000
8	225342	11/27/23 Dowels	14.97			2060 415200	500		101000
9	225344	11/27/23 Cleaning Supplies	13.17			2060 415200	500		101000
10	225366	11/29/23 Extention Cord	17.99			2060 415200	500		101000
11	225383	12/01/23 Armored Connector	8.99			2060 415200	500		101000
12	225397	12/04/23 Car Remote Batteries	7.99			2060 415200	500		101000
13	225438	12/08/23 Grounding Plug	4.59			2060 415200	500		101000
		Total for Vendor:	1,237.56						
114628	110237S	5119 OSTROMS ACE HARDWARE (PW)	4.99						
1	225257	11/13/23 GARDEN SPRAYER	4.99			2210 428000	432		101000
114748		5119 OSTROMS ACE HARDWARE (PW)	96.06						
1	225379	12/01/23 CLEANING WIPES	11.98			6025 450000	433		101000
2	225398	12/04/23 HARDWARE	8.99			6020 450000	433		101000
3	225409	12/05/23 SHARKBITE DROP/ELBOW	57.96			6025 450000	826		101000
4	225394	12/04/23 HARDWARE	17.13			1000 455000	420		101000

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114757		5119 OSTROMS ACE HARDWARE (PW)	2.78								
1	225405	12/05/23 CEILING HOOK	2.78			6010		450200	433		101000
114850		5119 OSTROMS ACE HARDWARE (PW)	11.98								
1	225456	12/11/23 SCREWDRIVER/BOOT WATERPROOF	11.98			6020		450000	432		101000
114909		5119 OSTROMS ACE HARDWARE (PW)	31.98								
1	225457	12/11/23 BATTERIES	31.98			6010		450200	433		101000
114912		5119 OSTROMS ACE HARDWARE (PW)	17.97								
1	225471	12/12/23 SPRAY PAINT	5.99			6010		450200	433		101000
2	225473	12/12/23 SPRAY PAINT	11.98			6010		450200	433		101000
		Total for Vendor:	165.76								
114884		673 PARSONS ELECTRIC	13,000.00								
1	3925847	12/12/23 BASE REPLACEMENT 1600 9TH ST	6,500.00			1000		430002	392		101000
2	3925846	12/12/23 BASE REPLACEMENT 1500 9TH ST	6,500.00			1000		430002	392		101000
		Total for Vendor:	13,000.00								
114839		2251 PEI (PERSONNEL EVALUATION INC.)	50.00								
1	49870	11/30/23 pep test	50.00			1000		421000	399		101000
		Total for Vendor:	50.00								
114842		903 PETE NIELSEN	454.50								
1	12/13/23	travel reimb	454.50			1000		421000	340		101000
		Total for Vendor:	454.50								
114616	110238S	563 PETRO SERVE USA	396.90								
1	97230	11/27/23 CENEX OIL	396.90			1000		430000	424		101000
114634	110238S	563 PETRO SERVE USA	151.60								
1	97226	11/27/23 CENEX OIL	151.60			1000		430000	424		101000

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114774		563 PETRO SERVE USA	3,091.87						
1	542 12/08/23	BULK FUEL	3,091.87			4387 480000	424		101000
114815		563 PETRO SERVE USA	94.01						
1	0967933 11 11/30/23	WF Airport Fuel	94.01			7050 500000	420		101000
114886		563 PETRO SERVE USA	6,295.85						
1	97251 12/01/23	7042 OIL	757.35			4387 480000	424		101000
2	97254 12/01/23	STOCK COLLANT	741.95			1000 430000	424		101000
3	97282 12/12/23	STOCK OIL	4,796.55			6020 450000	424		101000
114976		563 PETRO SERVE USA	2,494.79						
1	0967995 11/30/23	FD November Fuel	2,494.79			2060 415200	424		101000
		Total for Vendor:	12,525.02						
114631	110239S	4034 PETRO SERVE USA #63	237.57						
1	6193 11/21/23	2014 LPS	33.32			4387 480000	424		101000
2	4422 11/16/23	410 DIESEL	79.25			6010 450200	424		101000
3	4041 11/15/23	4008 DIESEL	125.00			6010 450200	424		101000
114914		4034 PETRO SERVE USA #63	871.60						
1	2203 12/11/23	FORKLIFT LPLBS	34.33			1000 430000	424		101000
2	2517 11/29/23	7000 DIESEL	341.80			6025 450000	424		101000
3	6217 12/11/23	2200 DIESEL	187.95			6020 450000	424		101000
4	3076 12/13/23	413 DIESEL	189.40			6010 450200	424		101000
5	3345 12/01/23	4101 DIESEL	118.12			6010 450200	424		101000
		Total for Vendor:	1,109.17						
114975		1987 PETSMART	71.99						
1	231213 12/13/23	Mika Food	71.99			2060 415200	915		101000
		Total for Vendor:	71.99						
114674		66 PETTY CASH CITY OF WEST FARGO	276.00						
1	1872 11/01/23	nov 2023 users fee	276.00			1000 421000	497		101000
		Total for Vendor:	276.00						

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114644	110240S	1310 PETTYS CONSULTING, LLC	276.00								
1	1880	12/01/23 dec 2023 user fee	276.00			1000		421000	497		101000
114654	110240S	1310 PETTYS CONSULTING, LLC	153.00								
1	1879	12/01/23 FD HERO Scheduler	153.00			2060		415200	497		101000
		Total for Vendor:	429.00								
114970		2922 PIERRE FREEMAN	65.49								
1		Williston 12/11/23 Public Info. Officer Traini	65.49			2060		415200	424		101000
		Total for Vendor:	65.49								
114641	110243S	384 PITNEY BOWES GLOBAL FINANCIAL	398.82								
		Oct-Dec 2023									
1	3318363783	11/29/23 Q4 Postage Lease	398.82			1000		414100	428		101000
114750		384 PITNEY BOWES GLOBAL FINANCIAL	243.09								
1	3318342687	11/29/23 SERVICE AGREEMENTS /CONTRA	243.09			7000		411600	428		101000
114834		384 PITNEY BOWES GLOBAL FINANCIAL	398.82								
1		11/29/23 4th quarter lease	398.82			1000		421000	428	12	101000
		3318362816									
		Total for Vendor:	1,040.73								
114683		1483 PITNEY BOWES RESERVE ACCOUNT	1,000.00								
1		12/06/23 reserve refill acct. #53241956	1,000.00			1000		421000	661		101000
		Total for Vendor:	1,000.00								
114658	110247S	3949 PUSH PEDAL PULL, INC	24,837.57								
1	371174	11/14/23 FD New HQ Gym Equipment	24,837.57			4795		480000	864		101000
		Total for Vendor:	24,837.57								
114857		5084 QUALITY COATINGS & TILE	9,450.00								
1		Pay App 3 09/30/23 WF Fire Dept Project	9,450.00			4795		480000	670		101000
		Total for Vendor:	9,450.00								

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114604	110249S	5203 RAINBOW ECOSCIENCE	2,013.66						
1	119851	11/29/23 QUANTUM INJECTOR	2,054.76			2210 428000	358		101000
2	119851	11/29/23 2% Early Pay Discount	-41.10			2210 428000	358		101000
		Total for Vendor:	2,013.66						
114593	110250S	2982 RDO EQUIPMENT CO	1,152.84						
1	P5844354	11/29/23 295 SWITCH	1,152.84			6020 450000	427		101000
114621	110250S	2982 RDO EQUIPMENT CO	160.89						
1	P5824154	11/28/23 PIN FASTENER/LOCK	160.89			4387 480000	427		101000
		Total for Vendor:	1,313.73						
114903		3893 RDO TRUCK CENTERS	1,183.75						
1	161806FF	12/04/23 7042 PTO/PUMP REPAIR	1,183.75			4387 480000	427		101000
114904		3893 RDO TRUCK CENTERS	568.44						
1	804353F	11/29/23 7042 PUMP	726.84			4387 480000	427		101000
2	P5888654	12/01/23 295 SWITCH RETURN	-158.40			6020 450000	427		101000
		Total for Vendor:	1,752.19						
114680		3204 RECORD KEEPERS	27.50						
1	a261109	11/30/23 PD paper services 11-6-2023	27.50			1000 421000	420		101000
		Total for Vendor:	27.50						
114853		1016 RED WING BUSINESS ADVANTAGE	628.97						
1	151313	12/05/23 C JOCHIM BOOTS	229.49			1000 455000	422		101000
2	151312	12/05/23 Z STEFFENS BOOTS	195.49			1000 455000	422		101000
3	151595	12/11/23 C COSTELLO BOOTS	203.99			6020 450000	422		101000
		Total for Vendor:	628.97						
114591	110253S	5201 RIEKES EQUIPMENT	15,548.45						
1	PS0053007	11/14/23 MONORAIL SAFETY SYSTEM	5,182.81			1000 455000	802		101000
2	PS0053007	11/14/23 MONORAIL SAFETY SYSTEM	5,182.81			6020 450000	420		101000
3	PS0053007	11/14/23 MONORAIL SAFETY SYSTEM	5,182.83			6025 450000	420		101000
		Total for Vendor:	15,548.45						

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114860		4451 RTL CONSTRUCTION INC	9,356.59								
1	Pay App 13	09/30/23 WF Fire Dept Project	9,356.59			4795		480000	670		101000
		Total for Vendor:	9,356.59								
114864		2913 RUSCO WINDOW CO INC	18,000.00								
1	Pay App 6	09/30/23 WF Fire Dept Project	18,000.00			4795		480000	670		101000
		Total for Vendor:	18,000.00								
114612	110255S	1071 S & S PROMOTIONAL GROUP	1,120.56								
1	201911	11/29/23 FD Grand Opening Mugs	1,120.56			2060		415200	375		101000
		Total for Vendor:	1,120.56								
114697		3353 SAM'S CLUB MC/SYNCB	459.94								
1	11/29/23	City Hall Pop/Water	459.94			1000		415000	410		101000
114770		3353 SAM'S CLUB MC/SYNCB	283.34								
1	12/01/23	KITCHEN SUPPLIES	283.34			6020		450000	500		101000
114833		3353 SAM'S CLUB MC/SYNCB	19.98								
1	12/12/23	bakery for meeting	19.98			1000		421000	375	12	101000
		Total for Vendor:	763.26								
114662	110257S	1881 SAM'S CLUB/SYNCHRONY BANK	2,279.81								
1	statement 10/24/23	Interest charge Oct Stateme	67.33			2060		415200	720		101000
2	statement 10/24/23	Finance Charge Oct Statemen	39.99			2060		415200	720		101000
3	2512 11/27/23	TV's for new HQ	1,643.94			4795		480000	641		101000
4	2512 11/27/23	Refreshments for Grand Opening	177.50			2060		415200	500		101000
5	9090 11/30/23	SS Supplies/speaker supplies	210.27			2060		415200	500		101000
6	9090 11/30/23	Paper Towels	19.98			2060		415200	500		101000
7	9094 11/30/23	Speaker for Training	36.96			2060		415200	500		101000
8	9094 12/01/23	Speaker for Training	83.84			2060		415200	500		101000
114971		1881 SAM'S CLUB/SYNCHRONY BANK	560.61								
1	9092 12/08/23	South Station Supplies	171.77			2060		415200	500		101000
2	9094 12/12/23	Awards Ceremony	130.10			2060		415200	378		101000
3	9095 12/15/23	both Station Supplies	258.74			2060		415200	500		101000
		Total for Vendor:	2,840.42								

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114972		3724 SANDON PROPERTIES LLP	91.80								
1	938340	11/21/23 Retiree Open House	91.80			2060		415200	375		101000
		Total for Vendor:	91.80								
114677		437 SANDY'S DONUTS & COFFEE SHOP	68.85								
1	7673	09/19/23 bakery for training	68.85			1000		421000	375		101000
		Total for Vendor:	68.85								
114881		454 SANITATION PRODUCTS	162.49								
1	87599	12/11/23 7000 FILTER	162.49			6025		450000	427		101000
		Total for Vendor:	162.49								
114756		459 SHERWIN WILLIAMS	29.76								
1	9758-3	12/06/23 DUMPSTER PAINT	29.76			6010		450200	914		101000
		Total for Vendor:	29.76								
114659	110262S	2885 SHORTPRINTER	61.00								
1	143650	11/24/23 FD New HQ Grand Opening	61.00			2060		415200	375		101000
114726		2885 SHORTPRINTER	99.16								
1	143848	12/04/23 crash info note pads	99.16			1000		421000	668		101000
114838		2885 SHORTPRINTER	219.39								
1	143927	12/07/23 letterhead envelopes	219.39			1000		421000	410		101000
		Total for Vendor:	379.55								
114778		91 SIGN SOLUTIONS USA	2,340.26								
1	409466	11/30/23 SIGNS	2,340.26			1000		430000	487		101000
		Total for Vendor:	2,340.26								
114836		4637 SILVERSTAR CAR WASH	479.52								
1	2704	11/30/23 nnov 2023 car wash	479.52			1000		421000	420		101000
		Total for Vendor:	479.52								

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114648	110265S	2655 SIMPLIFILE	190.00						
1	NDT8B31130	11/30/23 Service 11/1/23-11/31/23	190.00			1000 418000	668		101000
		Total for Vendor:	190.00						
114601	110266S	2535 SKOOTER'S PLUMBING	3,000.00						
1	09284	11/15/23 WATER LINE REPAIR	3,000.00			6020 450000	438		101000
114786		2535 SKOOTER'S PLUMBING	1,025.00						
1	9291	11/28/23 WATER METER INSTALL	1,025.00			6020 450000	438		101000
		Total for Vendor:	4,025.00						
114767		3528 SNACKS PLUS VENDING	287.00						
1	5940410741	06/15/23 COFFEE	164.00			6020 450000	500		101000
2	5940389558	05/02/23 COFFEE	123.00			6020 450000	500		101000
		Total for Vendor:	287.00						
114690		3325 SPHERION STAFFING LLC	495.00						
1	RL3067832	11/26/23 Christy Dvorak 11/26	495.00			1000 414103	114		101000
		Total for Vendor:	495.00						
114825		2215 STEAM MASTERS	1,497.50						
1	20863	12/04/23 FURNITURE CLEANING	1,497.50			7000 411600	428		101000
		Total for Vendor:	1,497.50						
114973		3516 STEIN'S INC	40.74						
1	930121	12/07/23 Soap Dispensers/liners	40.74			2060 415200	500		101000
		Total for Vendor:	40.74						
114620	110270S	274 STEVE MOTTINGER	5,000.00						
December									
1	12/01/23	Court Appointed Attorney	5,000.00			1000 412000	310		101000
		Total for Vendor:	5,000.00						

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114978		31 STURDEVANT'S AUTO PARTS	419.65						
1	99245950	12/13/23 35 Bags Floor Dry	419.65			2060 415200	420		101000
		Total for Vendor:	419.65						
114766		176 SUMMIT FIRE PROTECTION	1,131.50						
1	192029026	11/30/23 SA - FIRE ALARM TESTING	346.00			6010 450200	420		101000
2	192029025	11/30/23 PW - FIRE ALARM TESTING	343.00			6020 450000	420		101000
3	192029023	11/30/23 CH/PD - FIRE ALARM TESTING	442.50			1000 455000	420		101000
114873		176 SUMMIT FIRE PROTECTION	829.00						
1	192029161	12/08/23 CH/PD BACKFLOW/SPRINKLER IN	467.00			1000 455000	420		101000
2	192029162	12/08/23 PW BACKFLOW/SPRINKLER INSPE	362.00			6020 450000	420		101000
		Total for Vendor:	1,960.50						
114817		2187 SWANK MOVIE LICENSING USA	560.00						
1	3522895	12/01/23 PROGRAMMING (LICENSE RENEWAL)	560.00			7000 411600	649		101000
		Total for Vendor:	560.00						
114897		733 SWANSTON EQUIPMENT CORP.	1,490.37						
1	P97681	12/06/23 FILTER	90.37			1000 430001	427		101000
2	P96056	10/11/23 CRACKFILL	1,400.00			1000 430001	358		101000
		Total for Vendor:	1,490.37						
114974		3829 TARGETSOLUTIONS LEARNING, LLC	6,936.89						
1	85712	12/31/23 12/31/2023-12/30/2024 Annual	6,936.89			2060 415200	497		101000
		Total for Vendor:	6,936.89						
114752		4925 TELUS COMMUNICATIONS US INC	666.00						
1	1330	12/01/23 SKYHAWK	666.00			1000 430000	307		101000
114875		4925 TELUS COMMUNICATIONS US INC	66.58						
1	1348	12/06/23 SKYAWK	66.58			1000 430000	307		101000
		Total for Vendor:	732.58						

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
114660	110273S	3411 THE UPS STORE #6740	39.70						
1	116693	11/21/23 FD Ship L-75 Headset	39.70			2060 415200	661		101000
114979		3411 THE UPS STORE #6740	312.67						
1	12/04/23	Shipping Posi check for Calib	292.11			2060 415200	661		101000
2	12/04/23	Tax charged in Error-did wrong	2.63			2060 415200	661		101000
3	12/04/23	Corrections for tax	-5.26			2060 415200	661		101000
4	12/04/23	Part for new HQ	23.19			2060 415200	661		101000
		Total for Vendor:	352.37						
114694		3733 TIMECLOCK PLUS	600.00						
1	00313775	12/05/23 Clockable License	600.00			1000 414103	307		101000
		Total for Vendor:	600.00						
114594	110275S	3352 TITAN MACHINERY-FARGO CASE	5,346.64						
1	18998935	10/31/23 PLOW EDGES	5,346.64			1000 430000	381		101000
114851		3352 TITAN MACHINERY-FARGO CASE	445.23						
1	19086311	12/04/23 7039 BUCKET TOOTH	664.93			4387 480000	427		101000
9900	18874591	09/27/23 SPACER RETURN	-219.70			1000 430000	427		101000
CI	12								
		Total for Vendor:	5,791.87						
114661	110276S	1734 TOM CLARK	78.65						
1	Receipts	11/20/23 Expenses MacQueen look at tr	78.65			2060 415200	424		101000
		Total for Vendor:	78.65						
114869		5221 TRI-STATE SPECIALTIES	49,966.20						
1	Pay App 1	09/30/23 WF Fire Dept Project	49,966.20			4795 480000	670		101000
		Total for Vendor:	49,966.20						
114734		2951 TYLER TECHNOLOGIES, INC	399.96						
1	020-147808	11/30/23 OTC & Portal	399.96			1000 412000	740		101000
		Total for Vendor:	399.96						

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114771		2136 ULINE INC	215.75						
1	171481413	11/29/23 GLOVES	215.75			6020 450000	639		101000
		Total for Vendor:	215.75						
114879		784 UNITED POWER EQUIPMENT	721.41						
1	02NY7272	11/30/23 299 CARBURATOR/COIL ASSY	721.41			6020 450000	427		101000
		Total for Vendor:	721.41						
114737		2478 VALLI	5,918.09						
1	91859	11/30/23 Postage - Nov	5,918.09			6020 450000	360		101000
114738		2478 VALLI	1,496.89						
1	91860	11/30/23 Lockbox and ACH - Nov	1,496.89			6020 450000	360		101000
		Total for Vendor:	7,414.98						
114622	110281S	1553 VARITECH INDUSTRIES, INC	551.98						
1	0601027846	11/16/23 2100 FLOW METER	551.98			6025 450000	427		101000
		Total for Vendor:	551.98						
114668	-99401E	3212 VISA ADMINISTRATION	1,548.37						
		Dec statement for Nov transactions							
1	CC-1282	11/03/23 Greater ND Chamber	7.00			1000 202200			101000
		Business Roundtable for Casey Sanders		CC Accounting: 1000-		-414102-340			
		GREATER NORTH DAKOTA CHAMBER OF COMMERCE							
2	CC-1282	11/05/23 Amazon-City Hall	59.38			1000 202200			101000
		office supplies		CC Accounting: 1000-		-415000-410			
		AMAZON CAPITAL SERVICES							
3	CC-1282	11/05/23 Amazon-City Hall	62.65			1000 202200			101000
		folding tripod easels		CC Accounting: 1000-		-415000-410			
		AMAZON CAPITAL SERVICES							
4	CC-1282	11/07/23 IR Heater Store	806.12			6010 202200			101000
		filter cartridge with gaskets-Fleet & Facilities		CC Accounting: 6010-		-450200-500			
		MISC CLAIM VENDOR							
5	CC-1282	11/11/23 Amazon-Finance	71.98			1000 202200			101000
		lap top stands-Sheila & Heide		CC Accounting: 1000-		-414100-410			
		AMAZON CAPITAL SERVICES							

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6	CC-1282	11/11/23 Amazon-Engineering pens and graph notebook AMAZON CAPITAL SERVICES	39.70	CC Accounting: 1000-	1000-	1000 202200 -414200-410			101000
7	CC-1282	11/14/23 Record Keepers-City Hall shred bins RECORD KEEPERS	27.50	CC Accounting: 1000-	1000-	1000 202200 -415000-420			101000
8	CC-1282	11/14/23 FMWF Chamber-Library Jenna K. registration FARGO MHD WEST FARGO CHAMBER OF COMMERCE	30.00	CC Accounting: 7000-	7000-	7000 202200 -411600-340			101000
9	CC-1282	11/20/23 Office Depot/Office Max digital recorder OFFICE DEPOT OFFICEMAX	43.53	CC Accounting: 1000-	1000-	1000 202200 -414000-497			101000
10	CC-1282	11/29/23 Amazon-Engineering planner-Kayla V AMAZON CAPITAL SERVICES	18.75	CC Accounting: 1000-	1000-	1000 202200 -414200-410			101000
11	CC-1282	11/30/23 Amazon-Engineering calendar & stylus pens for Eng. AMAZON CAPITAL SERVICES	20.14	CC Accounting: 1000-	1000-	1000 202200 -414200-410			101000
12	CC-1282	11/30/23 Amazon-Engineering calendars for Eng AMAZON CAPITAL SERVICES	19.27	CC Accounting: 1000-	1000-	1000 202200 -414200-410			101000
13	CC-1282	11/30/23 Amazon-Engineering phone mount for locators AMAZON CAPITAL SERVICES	85.49	CC Accounting: 6020-	6020-	6020 202200 -450000-412			101000
14	CC-1282	12/01/23 Amazon-Engineering desk calendars for Eng AMAZON CAPITAL SERVICES	12.41	CC Accounting: 1000-	1000-	1000 202200 -414200-410			101000
15	CC-1282	12/01/23 Amazon-Engineering binders for Eng AMAZON CAPITAL SERVICES	183.22	CC Accounting: 1000-	1000-	1000 202200 -414200-410			101000
16	CC-1282	12/01/23 Amazon-Admin calendar-Emily H AMAZON CAPITAL SERVICES	7.99	CC Accounting: 1000-	1000-	1000 202200 -414000-410			101000
17	CC-1282	12/01/23 Amazon-City Hall office supplies AMAZON CAPITAL SERVICES	53.24	CC Accounting: 1000-	1000-	1000 202200 -415000-410			101000
Total for Vendor:			1,548.37						

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114666	-99402E	2437 VISA ASSESSING Dec statement for Nov transactions	510.33						
1	CC-1281	11/15/23 Amazon - camera batteries	49.09			1000 202200			101000
		camera batteries		CC Accounting: 1000-		-414101-410			
		AMAZON CAPITAL SERVICES							
2	CC-1281	11/17/23 Exxon-Bismarck	36.24			1000 202200			101000
		gas for city car		CC Accounting: 1000-		-414101-340			
		MISC CLAIM VENDOR							
3	CC-1281	11/17/23 Ramada-Bismarck	467.55			1000 202200			101000
		hotel for Frank Holzhey		CC Accounting: 1000-		-414101-340			
		RAMADA BISMARCK HOTEL							
4	CC-1281	11/17/23 Ramada-Bismarck	-42.55			1000 202200			101000
		refund of taxes		CC Accounting: 1000-		-414101-340			
		RAMADA BISMARCK HOTEL							
		Total for Vendor:	510.33						
114784	-99382E	3706 VISA COMMUNICATIONS Dec statement for Nov transactions	1,623.76						
1	CC-1301	11/22/23 Facebook	49.99			1000 202200			101000
		PW add for hiring		CC Accounting: 1000-		-450000-399			
		MISC CLAIM VENDOR							
2	CC-1301	11/24/23 Apple	0.99			1000 202200			101000
		cloud storage		CC Accounting: 1000-		-416200-497			
		APPLE.COM							
3	CC-1301	11/27/23 Sign up Genius	11.99			1000 202200			101000
		group organizing		CC Accounting: 1000-		-416200-497			
		MISC CLAIM VENDOR							
4	CC-1301	11/30/23 4 Imprint	1,560.79			1000 202200			101000
		Marketing items		CC Accounting: 1000-		-416200-602			
		4IMPRINT INC							
		Total for Vendor:	1,623.76						
114670	-99400E	3693 VISA ENGINEERING Dec statement for Nov transactions	1,132.61						
1	CC-1283	11/01/23 Holiday Station	20.00			1000 202200			101000
		car washes		CC Accounting: 1000-		-414200-420			
		HOLIDAY COMPANIES							

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2	CC-1283 11/17/23	The Venetian Resort-Las Vegas	1,015.68			1000 202200			101000
		Auto Desk Conf-Cassie Vlaminck		CC Accounting: 1000-		-414200-340			
		MISC CLAIM VENDOR							
3	CC-1283 11/21/23	Acme Tools	46.93			6020 202200			101000
		tools-Benji Schwartz		CC Accounting: 6020-		-450000-412			
		ACME TOOLS							
4	CC-1283 12/01/23	Holiday Station	50.00			1000 202200			101000
		car washes		CC Accounting: 1000-		-414200-420			
		HOLIDAY COMPANIES							
		Total for Vendor:	1,132.61						
114703	-99392E 3569	VISA FIRE DEPT 1	1,381.93						
1	CC-1291 11/06/23	Awards for awards ceremony	772.00			2060 202200			101000
		BADGE AND WALLET		CC Accounting: 2060-		-415200-378			
2	CC-1291 11/19/23	BC Office Dry erase board	240.00			2060 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 2060-		-415200-410			
3	CC-1291 11/19/23	BC Office Cork Board	76.61			2060 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 2060-		-415200-410			
4	CC-1291 11/27/23	Grand Opening Pizza	293.32			2060 202200			101000
		MARCO'S PIZZA		CC Accounting: 2060-		-415200-375			
		Total for Vendor:	1,381.93						
114732	-99381E 3568	VISA FIRE DEPT 2	3,979.16						
1	CC-1299 10/31/23	E Menge Boots	196.56			2060 202200			101000
		ROCKY BRAND US		CC Accounting: 2060-		-415200-422			
2	CC-1299 11/01/23	Trays for Dry Erase Boards	17.98			2060 202200			101000
		OFFICE DEPOT 6107 FARGO ND		CC Accounting: 2060-		-415200-410			
3	CC-1299 10/30/23	Dave's Tools smart battery	277.84			2060 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 2060-		-415200-641			
4	CC-1299 10/31/23	Credit for lost shippment	-93.10			2060 202200			101000
		OFFICE DEPOT 6107 FARGO ND		CC Accounting: 2060-		-415200-410			
5	CC-1299 11/05/23	Divider/organizer trays/kitch	144.03			2060 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 2060-		-415200-500			
6	CC-1299 11/07/23	Industrial Workbench top	406.12			2060 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 2060-		-415200-641			
7	CC-1299 10/24/23	E Menge Return Boots	-179.28			2060 202200			101000
		ROCKY BRAND US		CC Accounting: 2060-		-415200-422			

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8	CC-1299	11/07/23 November Storage	211.84			4795 202200			101000
		MOBILE MINI SOLUTIONS		CC Accounting: 4795-		-480000-670			
9	CC-1299	11/08/23 Honor Guard Adapters	111.80			2060 202200			101000
		FLAGS UNLIMITED		CC Accounting: 2060-		-415200-641			
10	CC-1299	11/08/23 New HQ Flag	246.00			2060 202200			101000
		CUSTOM FLAG COMPANY		CC Accounting: 2060-		-415200-641			
11	CC-1299	11/08/23 New HQ American Flage	53.88			2060 202200			101000
		CUSTOM FLAG COMPANY		CC Accounting: 2060-		-415200-641			
12	CC-1299	11/09/23 Weighted Vests	87.85			2060 202200			101000
		WEIGHTVEST.COM		CC Accounting: 2060-		-415200-340			
13	CC-1299	11/07/23 Misc. Station Supplies	128.11			2060 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 2060-		-415200-500			
14	CC-1299	11/12/23 Wall shelf/knife block	68.97			2060 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 2060-		-415200-500			
15	CC-1299	11/15/23 E-cards Amazon	125.00			2060 202200			101000
		CPR CERTIFIED TRAINER		CC Accounting: 2060-		-415200-340			
16	CC-1299	11/14/23 Stainless Steel Cleaner	17.84			2060 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 2060-		-415200-500			
17	CC-1299	11/16/23 FF Interview Committee Lunch	145.30			2060 202200			101000
		JERSEY MIKE'S		CC Accounting: 2060-		-415200-375			
18	CC-1299	11/19/23 3 Shower Soap Dispensers	77.97			4795 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 4795-		-480000-641			
19	CC-1299	09/18/23 Captain I-phone case	36.89			2060 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 2060-		-415200-356			
20	CC-1299	11/27/23 Grand Opening	137.70			2060 202200			101000
		SANDON PROPERTIES LLP		CC Accounting: 2060-		-415200-375			
21	CC-1299	11/28/23 New Battery for AED	476.00			2060 202200			101000
		American AED		CC Accounting: 2060-		-415200-420			
22	CC-1299	11/28/23 Pizza for Grand Opening	101.59			2060 202200			101000
		MARCO'S PIZZA		CC Accounting: 2060-		-415200-375			
23	CC-1299	11/27/23 L-75 Radio Repairs	175.00			2060 202200			101000
		sonetics corporation		CC Accounting: 2060-		-415200-427			
24	CC-1299	11/30/23 Training-Lunch speaker	647.63			2060 202200			101000
		JIMMY JOHN'S - JJ3292		CC Accounting: 2060-		-415200-340			
25	CC-1299	11/27/23 2 128 GB Flash Drives/Inspect	75.98			2060 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 2060-		-415200-497			
26	CC-1299	11/14/23 Station Supplies	108.66			2060 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 2060-		-415200-500			

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27	CC-1299	11/30/23 D Sprecher Dues	175.00			2060 202200			101000
		NFPA (NATIONAL FIRE PROTECTION ASSOC)		CC Accounting: 2060-		-415200-667			
		Total for Vendor:	3,979.16						
114733	-99380E	4351 VISA FIRE DEPT 3	740.09						
1	CC-1300	11/03/23 Vacuumme for new HQ	209.90			2060 202200			101000
		BLOWS SEW N VAC		CC Accounting: 2060-		-415200-641			
2	CC-1300	11/14/23 Cable Clips/under desks	31.99			2060 202200			101000
		OFFICE DEPOT 6107 FARGO ND		CC Accounting: 2060-		-415200-410			
3	CC-1300	11/14/23 New Shredder	223.29			2060 202200			101000
		OFFICE DEPOT 6107 FARGO ND		CC Accounting: 2060-		-415200-641			
4	CC-1300	11/14/23 Underhill/Stapler	16.19			2060 202200			101000
		OFFICE DEPOT 6107 FARGO ND		CC Accounting: 2060-		-415200-410			
5	CC-1300	11/14/23 New Employee Supplies	71.56			2060 202200			101000
		OFFICE DEPOT 6107 FARGO ND		CC Accounting: 2060-		-415200-410			
6	CC-1300	11/13/23 Postage to return Phy. Agilit	19.79			2060 202200			101000
		POSTMASTER		CC Accounting: 2060-		-415200-340			
7	CC-1300	11/14/23 FD Xmas Cards	102.15			2060 202200			101000
		VISTAPRINT		CC Accounting: 2060-		-415200-375			
8	CC-1300	11/13/23 D Sapp Monitor Riser	65.22			2060 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 2060-		-415200-641			
		Total for Vendor:	740.09						
114888	-99366E	4335 VISA HUMAN RESOURCES	3,434.48						
		Dec statement for Nov transactions							
1	CC-1303	11/07/23 YouCanBookMe	36.00			1000 202200			101000
		subscription		CC Accounting: 1000-		-414103-307			
		MISC CLAIM VENDOR							
2	CC-1303	11/07/23 YouCanBookMe	0.36			1000 202200			101000
		international transaction fee		CC Accounting: 1000-		-414103-307			
		MISC CLAIM VENDOR							
3	CC-1303	11/10/23 MRA	265.00			1000 202200			101000
		Benefits training		CC Accounting: 1000-		-414103-340			
		MRA-THE MANAGEMENT ASSOCIATION, INC							
4	CC-1303	11/13/23 SHRM-HSG	419.12			1000 202200			101000
		deposit for conference hotel		CC Accounting: 1000-		-414103-340			
		SHRM							

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5	CC-1303	11/13/23 SHRM	1,795.00			1000 202200			101000
		Early Bird Conference Fee		CC Accounting: 1000-		-414103-340			
6	CC-1303	11/17/23 ScreenCloud	480.00			1000 202200			101000
		Annual subscription		CC Accounting: 1000-		-450000-497			
7	CC-1303	11/27/23 SHRM	439.00			1000 202200			101000
		Membership renewal-Sarah G		CC Accounting: 1000-		-414103-667			
		SHRM							
		Total for Vendor:	3,434.48						
114704	-99398E	2439 VISA IT	2,841.37						
		May statement for April transactions							
1	CC-1187	04/12/23 Best Buy	8.49			1000 202200			101000
		flashdrive for IT		CC Accounting: 1000-		-414104-497			
		BEST BUY BUSINESS ADVANTAGE ACCOUNT							
2	CC-1187	04/13/23 Societ of Human Resource	2,195.00			1000 202200			101000
		conference reg for Makayla Swenson		CC Accounting: 1000-		-414103-340			
		MISC CLAIM VENDOR							
3	CC-1187	04/15/23 MSFT	6.75			1000 202200			101000
		monthly license -3		CC Accounting: 1000-		-414104-497			
		MISC CLAIM VENDOR							
4	CC-1187	04/20/23 United - Makayla	594.60			1000 202200			101000
		conference airfare for Makayla		CC Accounting: 1000-		-414103-340			
		UNITED AIRLINES							
5	CC-1187	04/27/23 Menards	36.53			1000 202200			101000
		25ft cat 6 patch cables x2		CC Accounting: 1000-		-414104-497			
		MENARDS (FIRE)							
114731	-99390E	2439 VISA IT	1,545.88						
		Aug statement for Jul transactions							
1	CC-1191	07/09/23 Amazon	672.10			1000 202200			101000
		keyboard & mouse IT inventory		CC Accounting: 1000-		-414104-497			
		MISC CLAIM VENDOR							
2	CC-1191	07/10/23 CDW Gov't	164.58			1000 202200			101000
		Adobe Pro for Teams-Finance		CC Accounting: 1000-		-414100-497			
		CDW GOVERNMENT, INC							

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3	CC-1191 07/16/23	MSFT montly license MISC CLAIM VENDOR	4.50			1000 202200 -414104-497			101000
4	CC-1191 07/15/23	Amazon phone case & screen protector IT MISC CLAIM VENDOR	32.98			1000 202200 -414104-497			101000
5	CC-1191 07/20/23	CDW Govt Adobe Pro for Teams Emily H CDW GOVERNMENT, INC	119.96			1000 202200 -414100-497			101000
6	CC-1191 07/20/23	CDW Govt Adobe Pro for Teams PD CDW GOVERNMENT, INC	239.92			1000 202200 -421000-497			101000
7	CC-1191 07/23/23	Apple I-phone storage APPLE.COM	0.99			1000 202200 -414104-497			101000
8	CC-1191 07/26/23	Amazon wireless headphone Al PW MISC CLAIM VENDOR	64.26			1000 202200 -450000-497			101000
9	CC-1191 07/30/23	Apple I-phone storage APPLE.COM	0.99			1000 202200 -414104-497			101000
10	CC-1191 08/01/23	FS Com fiber optic patch cable and transceiver MISC CLAIM VENDOR	245.60			1000 202200 -414104-497			101000
114804	-99374E	2439 VISA IT Feb statement for Jan transactions	4,973.73						
1	CC-1186 01/10/23	FS Com Inc network patch cables MISC CLAIM VENDOR	348.00			1000 202200 -414104-497			101000
2	CC-1186 01/11/23	SSL.com annual fee MISC CLAIM VENDOR	30.00			1000 202200 -414104-497			101000
3	CC-1186 01/12/23	Amazon docking station MISC CLAIM VENDOR	699.90			1000 202200 -414104-497			101000
4	CC-1186 01/15/23	Amazon USB & keyboards MISC CLAIM VENDOR	163.18			1000 202200 -414104-497			101000

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Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
5	CC-1186	01/16/23 Amazon screen protector and case MISC CLAIM VENDOR	47.98	CC Accounting: 1000-	1000-	1000 202200 -414104-497			101000
6	CC-1186	01/16/23 Amazon triple monitor stand MISC CLAIM VENDOR	136.99	CC Accounting: 1000-	1000-	1000 202200 -414103-497			101000
7	CC-1186	01/17/23 SP Anker power bank, USB and lightning cabless MISC CLAIM VENDOR	964.16	CC Accounting: 1000-	1000-	1000 202200 -416200-497			101000
8	CC-1186	01/18/23 Menards ethernet cables MENARDS (FIRE)	10.41	CC Accounting: 1000-	1000-	1000 202200 -414104-497			101000
9	CC-1186	01/20/23 Best Buy web cam PD BEST BUY BUSINESS ADVANTAGE ACCOUNT	99.99	CC Accounting: 1000-	1000-	1000 202200 -421000-497			101000
10	CC-1186	01/21/23 Amazon 3 pk screen protectors MISC CLAIM VENDOR	23.98	CC Accounting: 1000-	1000-	1000 202200 -414104-497			101000
11	CC-1186	01/21/23 Lenovo think pad, docking station and annual support Finance LENOVO (UNITED STATES) INC.	1,185.99	CC Accounting: 1000-	1000-	1000 202200 -414100-497			101000
12	CC-1186	01/24/23 1 Password user license MISC CLAIM VENDOR	63.95	CC Accounting: 1000-	1000-	1000 202200 -414104-497			101000
13	CC-1186	01/17/23 MSFT monthly license MISC CLAIM VENDOR	2.25	CC Accounting: 1000-	1000-	1000 202200 -414104-497			101000
14	CC-1186	01/24/23 International Transaction fee international fee VISA IT	0.64	CC Accounting: 1000-	1000-	1000 202200 -414104-497			101000
15	CC-1186	01/24/23 Zoom cloud recording MISC CLAIM VENDOR	10.32	CC Accounting: 1000-	1000-	1000 202200 -414104-497			101000
16	CC-1186	01/21/23 Lenova think pad, docking station and annual support LENOVO (UNITED STATES) INC.	1,185.99	CC Accounting: 1000-	1000-	1000 202200 -414104-497			101000

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Claim/ Line #	Check Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
114811	-99368E	2439 VISA IT	382.42						
		Jun statement for May transactions							
1	CC-1188	05/10/23 Best Buy	29.99			1000 202200			101000
		gigabit switch		CC Accounting: 1000-		-414104-497			
		BEST BUY BUSINESS ADVANTAGE ACCOUNT							
2	CC-1188	05/16/23 MSFT	6.75			1000 202200			101000
		365 monthly license		CC Accounting: 1000-		-414104-497			
		MISC CLAIM VENDOR							
3	CC-1188	05/16/23 Amazon	35.85			1000 202200			101000
		laptop memory		CC Accounting: 1000-		-414104-497			
		MISC CLAIM VENDOR							
4	CC-1188	05/17/23 Amazon	279.99			1000 202200			101000
		keyboard and mouse		CC Accounting: 1000-		-414104-497			
		MISC CLAIM VENDOR							
5	CC-1188	05/17/23 Amazon	27.86			1000 202200			101000
		screen protector and case		CC Accounting: 1000-		-414104-497			
		MISC CLAIM VENDOR							
6	CC-1188	05/24/23 Apple	0.99			1000 202200			101000
		cloud storage PD		CC Accounting: 1000-		-421000-356			
		APPLE.COM							
7	CC-1188	05/31/23 Apple	0.99			1000 202200			101000
		cloud storage PD		CC Accounting: 1000-		-421000-356			
		APPLE.COM							
114812	-99367E	2439 VISA IT	775.22						
		Jul statement for Jun transactions							
1	CC-1190	06/07/23 CDW Govt	164.58			1000 202200			101000
		Adobe Pro for PD		CC Accounting: 1000-		-421000-497			
		CDW GOVERNMENT, INC							
2	CC-1190	06/07/23 Amazon	122.34			1000 202200			101000
		wireless headset I		CC Accounting: 1000-		-414104-497			
		MISC CLAIM VENDOR							
3	CC-1190	06/08/23 Amazon	14.38			1000 202200			101000
		badge holders HR		CC Accounting: 1000-		-414103-497			
		MISC CLAIM VENDOR							
4	CC-1190	06/11/23 Society for Human Resource	244.00			1000 202200			101000
		Membership for Makayla S.		CC Accounting: 1000-		-414103-667			
		MISC CLAIM VENDOR							

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5	CC-1190	06/15/23 Microsoft monthly license MISC CLAIM VENDOR	3.98			1000 202200 -414104-497			101000
6	CC-1190	06/23/23 Apple Iphone storage APPLE.COM	0.99			1000 202200 -414104-497			101000
7	CC-1190	06/30/23 Best Buy BEST BUY BUSINESS ADVANTAGE ACCOUNT	9.99			1000 202200 -414104-497			101000
8	CC-1190	06/30/23 Apple I phone storage APPLE.COM	0.99			1000 202200 -414104-497			101000
9	CC-1190	06/11/23 Amazon badge holders HR AMAZON CAPITAL SERVICES	17.99			1000 202200 -414103-497			101000
10	CC-1190	06/11/23 Amazon ear buds IT AMAZON CAPITAL SERVICES	189.99			1000 202200 -414104-497			101000
11	CC-1190	06/11/23 Amazon shipping and handling AMAZON CAPITAL SERVICES	5.99			1000 202200 -414104-497			101000
114936	-99361E	2439 VISA IT Sep statement for Aug transactions	8,621.50						
1	CC-1304	08/04/23 Lenova Keyboard, IT supplies LENOVO (UNITED STATES) INC.	6.20			1000 202200 -414104-497			101000
2	CC-1304	08/15/23 Microsoft 365 license MISC CLAIM VENDOR	4.50			1000 202200 -414104-497			101000
3	CC-1304	08/20/23 Amazon 2 Apple Ipads for Forestry AMAZON CAPITAL SERVICES	499.98			2210 202200 -428000-497			101000
4	CC-1304	08/20/23 Amazon 2 Ipad cases for Forestry AMAZON CAPITAL SERVICES	127.58			2210 202200 -428000-497			101000
5	CC-1304	08/26/23 Amazon USB flash drives AMAZON CAPITAL SERVICES	62.86			1000 202200 -414104-497			101000

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6	CC-1304 08/23/23	Apple Iphone storage APPLE.COM	0.99			1000 202200 -414104-497			101000
7	CC-1304 08/30/23	Halo Service Solution Halo licensing and Onboarding services HALO SERVICE SOLUTIONS LTD	7,840.00			1000 202200 -414104-497			101000
8	CC-1304 08/30/23	Halo Service Solution international fee HALO SERVICE SOLUTIONS LTD	78.40			1000 202200 -414104-497			101000
9	CC-1304 08/30/23	Apple Iphone storage Dora Roll APPLE.COM	0.99			1000 202200 -414104-497			101000
114937	-99360E 2439	VISA IT Oct statement for Sept transactions	6,219.47						
1	CC-1305 09/08/23	CDW Adobe Pro for Assessing CDW GOVERNMENT, INC	95.77			1000 202200 -414101-497			101000
2	CC-1305 09/08/23	CDW Adobe Pro for HR CDW GOVERNMENT, INC	95.77			1000 202200 -414103-497			101000
3	CC-1305 09/16/23	Microsoft Office 365 MISC CLAIM VENDOR	0.66			1000 202200 -414104-497			101000
4	CC-1305 09/22/23	Asana Annual Fee-Library MISC CLAIM VENDOR	5,997.60			7000 202200 -411600-497			101000
5	CC-1305 09/23/23	Apple Iphone storage APPLE.COM	0.99			1000 202200 -414104-497			101000
6	CC-1305 09/27/23	Amazon Screen protectors IT AMAZON CAPITAL SERVICES	27.69			1000 202200 -414104-497			101000
7	CC-1305 09/30/23	Apple Iphone storage APPLE.COM	0.99			1000 202200 -414104-497			101000

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114938	-99359E	2439 VISA IT	1,491.51						
		Nov statement for Oct transactions							
1	CC-1306	10/13/23 DNH GoDaddy	399.96			1000 202200			101000
		2 yr renewal-city of WF		CC Accounting: 1000-		-414104-497			
		MISC CLAIM VENDOR							
2	CC-1306	10/15/23 Microsoft	2.25			1000 202200			101000
		Office 365		CC Accounting: 1000-		-414104-497			
		MISC CLAIM VENDOR							
3	CC-1306	10/17/23 DNH GoDaddy	199.98			7000 202200			101000
		2 yr renewal-Library		CC Accounting: 7000-		-411600-497			
		MISC CLAIM VENDOR							
4	CC-1306	10/21/23 DNH GoDaddy	499.98			1000 202200			101000
		2 yr renewal webmail		CC Accounting: 1000-		-414104-497			
		MISC CLAIM VENDOR							
5	CC-1306	10/20/23 1Password	383.52			1000 202200			101000
		annual sub for 4 IT users		CC Accounting: 1000-		-414104-497			
		MISC CLAIM VENDOR							
6	CC-1306	10/20/23 1Password	3.84			1000 202200			101000
		international transaction fee		CC Accounting: 1000-		-414104-497			
		MISC CLAIM VENDOR							
7	CC-1306	10/23/23 Apple	0.99			1000 202200			101000
		Iphone storage		CC Accounting: 1000-		-414104-497			
		APPLE.COM							
8	CC-1306	10/30/23 Apple	0.99			1000 202200			101000
		Iphone storage		CC Accounting: 1000-		-414104-497			
		APPLE.COM							
114943	-99358E	2439 VISA IT	2,257.46						
		Dec statement for Nov transactions							
1	CC-1307	11/06/23 Amazon	219.98			1000 202200			101000
		2 projectors for PD training room		CC Accounting: 1000-		-421000-497			
		AMAZON CAPITAL SERVICES							
2	CC-1307	11/11/23 Amazon	69.95			1000 202200			101000
		battery backup for PW		CC Accounting: 1000-		-450000-497			
		AMAZON CAPITAL SERVICES							
3	CC-1307	11/15/23 Microsoft	0.44			1000 202200			101000
		Office 365		CC Accounting: 1000-		-414104-497			
		MISC CLAIM VENDOR							

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4	CC-1307 11/16/23	1Password annual for 1 user MISC CLAIM VENDOR	89.20			1000 202200 -414104-497			101000
5	CC-1307 11/16/23	1Password international transaction tee MISC CLAIM VENDOR	0.89	CC Accounting: 1000-		1000 202200 -414104-497			101000
6	CC-1307 11/15/23	Amazon Library scanner AMAZON CAPITAL SERVICES	378.00	CC Accounting: 7000-		7000 202200 -411600-497			101000
7	CC-1307 11/15/23	Amazon cables for FD AMAZON CAPITAL SERVICES	25.44	CC Accounting: 2060-		2060 202200 -415200-497			101000
8	CC-1307 11/18/23	Amazon ethernet cables AMAZON CAPITAL SERVICES	110.80	CC Accounting: 1000-		1000 202200 -414104-497			101000
9	CC-1307 11/19/23	Amazon keyboard & mouse combos for inventory AMAZON CAPITAL SERVICES	419.79	CC Accounting: 1000-		1000 202200 -414104-497			101000
10	CC-1307 11/21/23	DNH GoDaddy 2 yr renewal apps WF MISC CLAIM VENDOR	899.98	CC Accounting: 1000-		1000 202200 -414104-497			101000
11	CC-1307 11/23/23	Apple Iphone storage APPLE.COM	0.99	CC Accounting: 1000-		1000 202200 -414104-497			101000
12	CC-1307 11/23/23	FS.com cables MISC CLAIM VENDOR	151.00	CC Accounting: 1000-		1000 202200 -414104-497			101000
13	CC-1307 11/27/23	Amazon return of 1 PD projector AMAZON CAPITAL SERVICES	-109.99	CC Accounting: 1000-		1000 202200 -421000-497			101000
14	CC-1307 11/30/23	Apple Iphone storage APPLE.COM	0.99	CC Accounting: 1000-		1000 202200 -414104-497			101000
Total for Vendor:			29,108.56						

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114730	-99391E	5092 VISA IT 2	297.60						
		Aug statement for Jul transactions							
1	CC-1185	07/04/23 Apple	0.99			1000 202200			101000
		I-phone storage		CC Accounting: 1000-		-414104-497			
		APPLE.COM							
2	CC-1185	07/24/23 Best Buy	109.99			1000 202200			101000
		870 Evo Series-PD/ICAC PC		CC Accounting: 1000-		-421000-497			
		BEST BUY BUSINESS ADVANTAGE ACCOUNT							
3	CC-1185	07/27/23 Amazon	173.94			1000 202200			101000
		laptop memory		CC Accounting: 1000-		-414104-497			
		MISC CLAIM VENDOR							
4	CC-1185	08/01/23 Amazon	12.68			1000 202200			101000
		splitter cable PD		CC Accounting: 1000-		-421000-497			
		MISC CLAIM VENDOR							
114805	-99373E	5092 VISA IT 2	2,080.19						
		May statement for April transactions							
1	CC-1182	04/04/23	0.99			1000 202200			101000
		iphone storage		CC Accounting: 1000-		-414104-497			
		APPLE.COM							
2	CC-1182	04/24/23 Zoom	2,039.20			1000 202200			101000
		annual renewal & cloud fee		CC Accounting: 1000-		-414104-497			
		MISC CLAIM VENDOR							
3	CC-1182	05/01/23 Zoom	40.00			1000 202200			101000
		cloud fee		CC Accounting: 1000-		-414104-497			
		MISC CLAIM VENDOR							
114806	-99372E	5092 VISA IT 2	1,256.46						
		Feb statement for Jan transactions							
1	CC-1181	01/25/23 GIH Global	776.69			1000 202200			101000
		whiteboard		CC Accounting: 1000-		-414104-497			
		GLOBAL INTUSTRIAL							
2	CC-1181	01/27/23 Amazon	94.80			1000 202200			101000
		car chargers for Iphone for PD		CC Accounting: 1000-		-421000-356			
		MISC CLAIM VENDOR							
3	CC-1181	01/30/23 Amazon	345.00			1000 202200			101000
		label writer IT		CC Accounting: 1000-		-414104-497			
		MISC CLAIM VENDOR							

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4	CC-1181	02/01/23 Best Buy headphones IT BEST BUY BUSINESS ADVANTAGE ACCOUNT	19.98			1000 202200 -414104-497			101000
5	CC-1181	02/01/23 Best Buy bluetooth adapter PD BEST BUY BUSINESS ADVANTAGE ACCOUNT	19.99			1000 202200 -421000-410			101000
114808	-99371E	5092 VISA IT 2 Mar statement for Feb transactions	48.96						
1	CC-1302	02/03/23 Amazon labels IT AMAZON CAPITAL SERVICES	31.54			1000 202200 -414104-497			101000
2	CC-1302	02/05/23 Amazon screen protector PD AMAZON CAPITAL SERVICES	6.96			2060 202200 -415200-356			101000
3	CC-1302	03/02/23 interest for late payment interest VISA IT 2	10.46			1000 202200 -414100-740			101000
114809	-99370E	5092 VISA IT 2 Jun statement for May transaction	586.89						
1	CC-1183	05/03/23 Iphone cloud storage APPLE.COM	0.99			1000 202200 -414104-497			101000
2	CC-1183	05/04/23 Cradlepoint Net Cloud renewal PD MISC CLAIM VENDOR	213.00			1000 202200 -421000-356			101000
3	CC-1183	05/04/23 Cradlepoint Net Cloud renewal PD MISC CLAIM VENDOR	372.90			1000 202200 -421000-356			101000
114810	-99369E	5092 VISA IT 2 Jul statement for Jun transactions	96.96						
1	CC-1184	06/02/23 Zoom cloud storage MISC CLAIM VENDOR	40.00			1000 202200 -415000-497			101000
2	CC-1184	06/04/23 Apple Iphone storage APPLE.COM	0.99			1000 202200 -414104-497			101000

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3	CC-1184	07/01/23 Zoom cloud recording MISC CLAIM VENDOR	40.00			1000 202200 -414104-497			101000
4	CC-1184	07/01/23 Amazon phone case MISC CLAIM VENDOR	15.97			1000 202200 -414104-497			101000
114948	-99357E	5092 VISA IT 2 Sep statement for Aug transactions	776.17						
1	CC-1308	08/02/23 Zoom monthly cloud recording MISC CLAIM VENDOR	40.00			1000 202200 -414104-497			101000
2	CC-1308	08/03/23 Otrom's air fresheners OSTROMS ACE HARDWARE	13.58			1000 202200 -414104-410			101000
3	CC-1308	08/03/23 Apple Iphone storage APPLE.COM	0.99			1000 202200 -414104-497			101000
4	CC-1308	08/16/23 Amazon webcam for HR AMAZON CAPITAL SERVICES	59.99			1000 202200 -414103-497			101000
5	CC-1308	08/16/23 Amazon Iphone cases AMAZON CAPITAL SERVICES	40.97			1000 202200 -414104-497			101000
6	CC-1308	08/22/23 Amazon 3 monitors for Sarah G. AMAZON CAPITAL SERVICES	462.71			1000 202200 -414103-497			101000
7	CC-1308	08/28/23 Doolittles Woodfire Grill Cass County Director IT lunch MISC CLAIM VENDOR	64.45			1000 202200 -414104-340			101000
8	CC-1308	09/01/23 Zoom monthly cloud recording MISC CLAIM VENDOR	40.00			1000 202200 -414104-497			101000
9	CC-1308	09/01/23 Doolittles Woodfire Grill Vendor lunch MISC CLAIM VENDOR	53.48			1000 202200 -414104-340			101000

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114951	-99356E	5092 VISA IT 2 Oct statement for Sep transactions	723.98						
1	CC-1309	09/03/23 Apple Iphone storage APPLE.COM	0.99			1000 202200 -414104-497			101000
2	CC-1309	09/03/23 Lowe's filters for server room LOWE'S	329.00			1000 202200 -415000-420			101000
3	CC-1309	09/03/23 Lowe's filters & fan for server room LOWE'S	353.99			1000 202200 -415000-420			101000
4	CC-1309	09/18/23 Zoom monthly cloud recording MISC CLAIM VENDOR	40.00			1000 202200 -414104-497			101000
114955	-99355E	5092 VISA IT 2 Nov statement for Oct transactions	1,258.54						
1	CC-1310	10/03/23 Apple Iphone storage APPLE.COM	0.99			1000 202200 -414104-497			101000
2	CC-1310	10/03/23 Porter Creek Vendor lunch RRRDC MISC CLAIM VENDOR	110.73			1000 202200 -414104-340			101000
3	CC-1310	10/10/23 Simonson Station Store gas for IT conference in Billings SIMONSON STATION STORE	56.69			1000 202200 -414104-340			101000
4	CC-1310	10/10/23 Casey's General store gas for IT conference in CASEY'S GENERAL STORE #3350	68.19			1000 202200 -414104-340			101000
5	CC-1310	10/10/23 Casey's General store windshield washer fluid CASEY'S GENERAL STORE #3350	4.61			1000 202200 -414104-340			101000
6	CC-1310	10/11/23 Billings Hotel -reimbursed by reimbursed by employee MISC CLAIM VENDOR	7.00			1000 202200 -414104-340			101000
7	CC-1310	10/11/23 Holiday Station-Billings gas for IT conference in MISC CLAIM VENDOR	74.76			1000 202200 -414104-340			101000

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8	CC-1310	10/12/23 Pilot-Beach ND gas for IT conference in MISC CLAIM VENDOR	62.88			1000 202200 -414104-340			101000
9	CC-1310	10/12/23 Best Western-Billings MT hotel for IT conference MISC CLAIM VENDOR	235.12			1000 202200 -414104-340			101000
10	CC-1310	10/12/23 Best Western-Billings MT hotel for IT conference MISC CLAIM VENDOR	235.12			1000 202200 -414104-340			101000
11	CC-1310	10/12/23 Shell Oil-Bismarck ND gas for IT conference in MISC CLAIM VENDOR	35.44			1000 202200 -414104-340			101000
12	CC-1310	10/15/23 Amazon IT internal supplies AMAZON CAPITAL SERVICES	55.98			1000 202200 -414104-497			101000
13	CC-1310	10/17/23 Amazon IT internal supplies AMAZON CAPITAL SERVICES	213.52			1000 202200 -414104-497			101000
14	CC-1310	10/31/23 UPS shipping cost for return of Otterness' work phone & computer UNITED PARCEL SERVICE	57.51			1000 202200 -421000-497			101000
15	CC-1310	11/01/23 Zoom monthly cloud recording MISC CLAIM VENDOR	40.00			1000 202200 -414104-497			101000
114960	-99354E	5092 VISA IT 2 Dec statement for Nov transactions	171.61						
1	CC-1311	11/03/23 Apple Iphone storage APPLE.COM	0.99			1000 202200 -414104-497			101000
2	CC-1311	11/17/23 Menards Servers-IT internal MENARDS (PUBLIC WORKS)	37.97			1000 202200 -414104-497			101000
3	CC-1311	11/27/23 Porter Creek Hardwood Grill vendor lunch MISC CLAIM VENDOR	76.54			1000 202200 -414104-340			101000
4	CC-1311	11/28/23 Best Buy USB cable BEST BUY BUSINESS ADVANTAGE ACCOUNT	16.11			1000 202200 -414104-497			101000

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5	CC-1311	12/01/23 Zoom monthly cloud recording MISC CLAIM VENDOR	40.00			1000 202200 -414104-497			101000
		Total for Vendor:	7,297.36						
114708	-99386E	3161 VISA LIBRARY #1	493.19						
1	CC-1294	11/03/23 PROGRAM ITEMS WALMART	17.90			7000 202200 -411600-649			101000
2	CC-1294	11/14/23 DASHER PRODUCTS ACRYLIC SIGN HOLDERS MISC CLAIM VENDOR	71.98			7000 202200 -411600-410			101000
3	CC-1294	11/17/23 PROGRAM ITEM HORNBAACHERS	6.99			7000 202200 -411600-649			101000
4	CC-1294	11/20/23 UPRINTING STICKERS MISC CLAIM VENDOR	331.97			7000 202200 -411600-689			101000
5	CC-1294	11/21/23 PROGRAM ITEMS FAMILY FARE	10.50			7000 202200 -411600-649			101000
6	CC-1294	11/26/23 ADOBE CREATIVE CLOUD CREATIVE CLOUD MISC CLAIM VENDOR	32.39			7000 202200 -411600-497			101000
7	CC-1294	11/28/23 PROGRAM ITEMS FAMILY FARE	21.46			7000 202200 -411600-649			101000
		Total for Vendor:	493.19						
114711	-99385E	3162 VISA LIBRARY #2	1,193.88						
1	CC-1297	11/01/23 PURE WATER WATER MACHINE MISC CLAIM VENDOR	108.00			7000 202200 -411600-410			101000
2	CC-1297	11/15/23 SANDY'S DONUTS DONUTS FOR STAFF TRAINING SANDY'S DONUTS & COFFEE SHOP	63.94			7000 202200 -411600-340			101000
3	CC-1297	11/16/23 BARCODES INC TECH SERVICES PRINTER/PAPER MISC CLAIM VENDOR	897.24			7000 202200 -411600-497			101000
4	CC-1297	11/15/23 PUREWATER WATER MACHINE MISC CLAIM VENDOR	100.00			7000 202200 -411600-410			101000

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5	CC-1297	11/30/23 BARCODES INC	24.70			7000 202200			101000
		PRINTER RIBBON		CC Accounting: 7000-		-411600-497			
		MISC CLAIM VENDOR							
		Total for Vendor:	1,193.88						
114715	-99384E	4576 VISA LIBRARY #3	955.71						
1	CC-1298	11/09/23 OFFICE SUPPLIES	24.95			7000 202200			101000
		OSTROMS ACE HARDWARE		CC Accounting: 7000-		-411600-410			
2	CC-1298	11/15/23 ZAPBUG HEATER	152.68			7000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 7000-		-411600-410			
3	CC-1298	11/15/23 ORGANIC HERB	15.41			7000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 7000-		-411600-649			
4	CC-1298	11/15/23 DICE SET	18.99			7000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 7000-		-411600-649			
5	CC-1298	11/15/23 FLOOR CORD COVERS	30.66			7000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 7000-		-411600-410			
6	CC-1298	11/15/23 PROGRAM SUPPLIES	21.44			7000 202200			101000
		HOBBY LOBBY		CC Accounting: 7000-		-411600-649			
7	CC-1298	11/19/23 PROGRAM SUPPLIES	158.24			7000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 7000-		-411600-649			
8	CC-1298	11/19/23 OFFICE SUPPLIES	192.53			7000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 7000-		-411600-410			
9	CC-1298	11/23/23 BOOKLIST MAGAZINE	184.95			7000 202200			101000
		SUBSCRIPTION		CC Accounting: 7000-		-411600-648			
		MISC CLAIM VENDOR							
10	CC-1298	11/27/23 ORGANIC ROSE PETALS	9.88			7000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 7000-		-411600-649			
11	CC-1298	11/27/23 OFFICE SUPPLIES	145.98			7000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 7000-		-411600-410			
		Total for Vendor:	955.71						
114671	-99399E	2438 VISA PLANNING	207.99						
		Dec statement for Nov transactions							
1	CC-1284	11/01/23 Holiday Station	10.00			1000 202200			101000
		car washes		CC Accounting: 1000-		-418000-340			
		HOLIDAY COMPANIES							
2	CC-1284	11/03/23 City of Fargo	102.99			1000 202200			101000
		Journeyman Heating lic renewal for Adam H.		CC Accounting: 1000-		-418000-667			
		CITY OF FARGO							

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3	CC-1284	11/28/23 ITE Professional Development Parking Gen. 6th Ed book MISC CLAIM VENDOR	75.00			1000 202200 -418000-662			101000
4	CC-1284	12/01/23 Holiday Station car washes HOLIDAY COMPANIES	20.00			1000 202200 -418000-340			101000
Total for Vendor:			207.99						
114705	-99389E	2435 VISA POLICE #1	3,337.63						
1	CC-1292	11/03/23 lodging pearson MISC CLAIM VENDOR	120.11			1000 202200 -421000-340			101000
2	CC-1292	11/03/23 fuel training pearson MISC CLAIM VENDOR	49.84			1000 202200 -421000-340			101000
3	CC-1292	11/04/23 labels, memo books AMAZON CAPITAL SERVICES	123.78			1000 202200 -421000-410			101000
4	CC-1292	11/04/23 creamer AMAZON CAPITAL SERVICES	81.04			1000 202200 -421000-420			101000
5	CC-1292	11/04/23 new officer braun boots AMAZON CAPITAL SERVICES	69.95			1000 202200 -421000-422			101000
6	CC-1292	11/04/23 2024 desk calendars AMAZON CAPITAL SERVICES	195.69			1000 202200 -421000-410			101000
7	CC-1292	11/10/23 credit desk calendars AMAZON CAPITAL SERVICES	-195.69			1000 202200 -421000-410			101000
8	CC-1292	11/14/23 K9 cage AMAZON CAPITAL SERVICES	153.00			2515 202200 -421000-915			101000
9	CC-1292	11/05/23 lodging birney HYATT REGENCY ORLANDO	677.20			1000 202200 -421000-340			101000
10	CC-1292	11/04/23 fuel training pearson MISC CLAIM VENDOR	24.14			1000 202200 -421000-340			101000
11	CC-1292	11/05/23 fuel training pearson MISC CLAIM VENDOR	46.28			1000 202200 -421000-340			101000
12	CC-1292	11/08/23 shot show reg for two MISC CLAIM VENDOR	160.00			1000 202200 -421000-340			101000
13	CC-1292	11/10/23 ground trans birney/sorenson UBER.COM	28.49			1000 202200 -421000-340			101000
14	CC-1292	11/13/23 lodging sorensen HYATT REGENCY ORLANDO	677.20			1000 202200 -421000-340			101000

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15	CC-1292	11/13/23 ground trans birney/sorenson	29.91			1000 202200			101000
	UBER.COM			CC Accounting: 1000-		-421000-340			
16	CC-1292	11/14/23 ground trans birney/sorenson	100.00			1000 202200			101000
	SUN COUNTRY AIR			CC Accounting: 1000-		-421000-340			
17	CC-1292	11/14/23 K9 padded crate	197.00			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-421000-915			
18	CC-1292	11/15/23 K9 crate	199.59			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-421000-915			
19	CC-1292	11/15/23 2024 desk calendars	299.10			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-421000-410			
20	CC-1292	11/18/23 k9 items	191.81			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-421000-915			
21	CC-1292	11/20/23 dispute (apple.com)	43.19			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-641			
22	CC-1292	12/01/23 rental car protection/nielsen	66.00			1000 202200			101000
	EXPEDIA.COM HEADQUARTERS			CC Accounting: 1000-		-421000-340			
Total for Vendor:			3,337.63						
114685	-99397E	3233 VISA POLICE #2	126.33						
1	CC-1286	12/02/23 k9 training fuel	59.20			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-340			
2	CC-1286	12/02/23 k9 training fuel	67.13			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-340			
Total for Vendor:			126.33						
114686	-99396E	3234 VISA POLICE #3	1,364.27						
1	CC-1287	11/08/23 kitchen supplies	246.63			1000 202200			101000
	COSTCO WHOLESALE #1119			CC Accounting: 1000-		-421000-420			
2	CC-1287	11/14/23 young lodging	122.22			1000 202200			101000
	BOOKING.COM			CC Accounting: 1000-		-421000-340			
3	CC-1287	11/20/23 parker borg registration	499.00			1000 202200			101000
	STORM TRAINING GROUP			CC Accounting: 1000-		-421000-340			
4	CC-1287	11/22/23 note books	46.85			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-421000-410			
5	CC-1287	11/24/23 batteries	52.56			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-421000-641			
6	CC-1287	11/24/23 shadow box	25.99			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-421000-422			

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7	CC-1287 11/28/23	fuel, training young CASEY'S GENERAL STORE #3350	32.45			1000 202200			101000
8	CC-1287 11/29/23	fuel, training young SPEEDWAY #4548	35.23	CC Accounting: 1000-	1000-	-421000-340			101000
9	CC-1287 11/29/23	batteries AMAZON CAPITAL SERVICES	91.96	CC Accounting: 1000-	1000-	1000 202200			101000
10	CC-1287 11/30/23	air duster AMAZON CAPITAL SERVICES	18.11	CC Accounting: 1000-	1000-	-421000-641			101000
11	CC-1287 11/30/23	coffee, water COSTCO WHOLESALE #1119	173.86	CC Accounting: 1000-	1000-	1000 202200			101000
12	CC-1287 11/30/23	binder clips AMAZON CAPITAL SERVICES	19.41	CC Accounting: 1000-	1000-	-421000-420			101000
Total for Vendor:			1,364.27			-421000-410			
114687	-99395E	3244 VISA POLICE #4	884.92						
1	CC-1288 11/08/23	trip protection TRAVELOCITY	70.66	CC Accounting: 1000-	1000-	1000 202200			101000
2	CC-1288 11/08/23	holiday stamps USPS.COM / STAMP FULFILLMENT SERVICES	279.50	CC Accounting: 1000-	1000-	-421000-340			101000
3	CC-1288 11/08/23	flight birney DELTA AIR	448.90	CC Accounting: 1000-	1000-	1000 202200			101000
4	CC-1288 11/08/23	flight sorensen DELTA AIR	448.90	CC Accounting: 1000-	1000-	-421000-340			101000
5	CC-1288 11/16/23	background pearson MISC CLAIM VENDOR	20.00	CC Accounting: 1000-	1000-	1000 202200			101000
6	CC-1288 11/16/23	certification title pearson MISC CLAIM VENDOR	90.00	CC Accounting: 1000-	1000-	-421000-340			101000
7	CC-1288 11/17/23	cfmh cert paper OFFICE DEPOT 6107 FARGO ND	50.76	CC Accounting: 1000-	1000-	1000 202200			101000
8	CC-1288 11/20/23	credit lodging brown BOOKING.COM	-364.80	CC Accounting: 1000-	1000-	-421000-285			101000
9	CC-1288 11/20/23	credit reg brown STORM TRAINING GROUP	-499.00	CC Accounting: 1000-	1000-	1000 202200			101000
10	CC-1288 11/28/23	battle of badges SANDY'S DONUTS & COFFEE SHOP	100.00	CC Accounting: 1000-	1000-	-421000-340			101000
11	CC-1288 11/28/23	battle of badges HOLIDAY STATIONSTORE #414	40.00	CC Accounting: 1000-	1000-	1000 202200			101000
				CC Accounting: 1000-	1000-	-421000-375			

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12	CC-1288	11/28/23 battle of badges	50.00			1000 202200			101000
	JL BEERS			CC Accounting: 1000-		-421000-375			
13	CC-1288	11/28/23 battle of badges	50.00			1000 202200			101000
	WEST FARGO DQ GRILL & CHILL			CC Accounting: 1000-		-421000-375			
14	CC-1288	11/28/23 battle of badges	100.00			1000 202200			101000
	SPITFIRE HOLDINGS LLC			CC Accounting: 1000-		-421000-375			
Total for Vendor:			884.92						
114688	-99394E	4300 VISA POLICE #5	138.00						
1	CC-1289	11/14/23 labby grooming	138.00			1000 202200			101000
	SIT. STAY. SPA.			CC Accounting: 1000-		-421000-915			
Total for Vendor:			138.00						
114689	-99393E	4301 VISA POLICE #6	2,085.29						
2	CC-1290	11/01/23 fuel training	36.17			1000 202200			101000
	SHELL OIL			CC Accounting: 1000-		-421000-340			
3	CC-1290	11/07/23 fuel training	41.79			1000 202200			101000
	STAMART #1224			CC Accounting: 1000-		-421000-340			
4	CC-1290	11/14/23 molle adapters	458.68			1000 202200			101000
	FOUR BROTHERS			CC Accounting: 1000-		-421000-422			
5	CC-1290	11/19/23 fuel training carr	99.90			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-340			
6	CC-1290	11/19/23 lodging carr	329.68			1000 202200			101000
	COURTYARD BY MARRIOTT			CC Accounting: 1000-		-421000-340			
7	CC-1290	11/29/23 travel protection beilke	46.44			1000 202200			101000
	TRAVELOCITY			CC Accounting: 1000-		-421000-340			
8	CC-1290	11/29/23 airline seat beilke	36.87			1000 202200			101000
	AMERICAN AIRLINES			CC Accounting: 1000-		-421000-340			
9	CC-1290	11/29/23 flight williams	401.36			1000 202200			101000
	ALLEGiant TRAVEL COMPANY			CC Accounting: 1000-		-421000-340			
10	CC-1290	11/29/23 flight beilke	634.40			1000 202200			101000
	AMERICAN AIRLINES			CC Accounting: 1000-		-421000-340			
Total for Vendor:			2,085.29						

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114723	-99383E	2423 VISA PUBLIC WORKS #1	4,083.22						
1	CC-1296	11/04/23 TAX REFUND	-23.20			6025 202200			101000
	CARHARTT			CC Accounting: 6025-		-450000-422			
2	CC-1296	11/05/23 C JOCHIM PANTS	10.74			1000 202200			101000
	CARHARTT			CC Accounting: 1000-		-455000-422			
3	CC-1296	11/10/23 J REMMEN PANTS	118.23			6010 202200			101000
	CARHARTT			CC Accounting: 6010-		-450200-422			
4	CC-1296	11/13/23 D STOTZ TRAINING	225.00			1000 202200			101000
	APWA MEMBERSHIP RENEWAL			CC Accounting: 1000-		-455000-340			
5	CC-1296	11/13/23 WATER TESTING MANUALS	328.00			6025 202200			101000
	OFFICE OF WATER PROGRAMS			CC Accounting: 6025-		-450000-340			
6	CC-1296	11/17/23 TRANSDUCERS	2,104.51			6025 202200			101000
	TRANSDUCERS DIRECT LLC			CC Accounting: 6025-		-450000-825			
7	CC-1296	11/25/23 J RUELE & J DONLEY PANTS	290.21			1000 202200			101000
	CARHARTT			CC Accounting: 1000-		-430000-422			
8	CC-1296	11/28/23 BRE & BARRY CONF REG	300.00			2210 202200			101000
	ISA (PURCHASE) 678-367-0981			CC Accounting: 2210-		-428000-340			
9	CC-1296	11/28/23 BRE & BARRY CONF REG	500.00			2210 202200			101000
	ISA (PURCHASE) 678-367-0981			CC Accounting: 2210-		-428000-340			
10	CC-1296	11/29/23 J MILLER PANTS	107.48			1000 202200			101000
	CARHARTT			CC Accounting: 1000-		-430000-422			
11	CC-1296	11/29/23 TAX REFUND	-20.25			1000 202200			101000
	CARHARTT			CC Accounting: 1000-		-430000-422			
12	CC-1296	11/30/23 CHAD CONF REGISTRATION	150.00			2210 202200			101000
	ISA (PURCHASE) 678-367-0981			CC Accounting: 2210-		-428000-340			
13	CC-1296	11/30/23 TAX REFUND	-7.50			1000 202200			101000
	CARHARTT			CC Accounting: 1000-		-430000-422			
Total for Vendor:			4,083.22						
114706	-99388E	4256 VISA PUBLIC WORKS #2	1,826.46						
1	CC-1293	11/05/23 SA - ICE CLEATS	320.60			6010 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 6010-		-450200-639			
2	CC-1293	11/06/23 ANIMAL REPELLANT	73.90			2210 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 2210-		-428000-358			
3	CC-1293	11/09/23 LED LIGHT RETURN	-27.99			6025 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 6025-		-450000-639			

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4	CC-1293	11/10/23 ANIMAL REPELLANT	149.90			2210 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 2210-		-428000-358			
5	CC-1293	11/21/23 OFFICE SUPPLIES	21.05			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-430000-410			
6	CC-1293	11/22/23 J MILLER PANTS	49.99			1000 202200			101000
	FLEET FARM			CC Accounting: 1000-		-430000-422			
7	CC-1293	11/26/23 GLOVES	25.14			6025 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 6025-		-450000-639			
8	CC-1293	11/27/23 RAPID PLAN SOFTWARE	799.00			1000 202200			101000
	INVARIION			CC Accounting: 1000-		-430000-497			
9	CC-1293	11/28/23 GARAGE DOOR REMOTES	191.50			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-455000-420			
10	CC-1293	11/30/23 GLOVES	223.37			6025 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 6025-		-450000-639			
Total for Vendor:			1,826.46						
114707	-99387E	4625 VISA PUBLIC WORKS #3	316.70						
1	CC-1295	11/27/23 FUEL	96.00			6020 202200			101000
	STAMART #1224			CC Accounting: 6020-		-450000-340			
2	CC-1295	11/28/23 HOTEL - D BEHRNS WTR TEST	110.35			6025 202200			101000
	WINGATE BISMARCK			CC Accounting: 6025-		-450000-340			
3	CC-1295	11/28/23 HOTEL - M KNOEL WTR TEST	110.35			6020 202200			101000
	WINGATE BISMARCK			CC Accounting: 6020-		-450000-340			
Total for Vendor:			316.70						
114854		544 WALLWORK TRUCK CENTER	59.47						
1	01P439695	12/07/23 4006 HOSE FITTING	10.54			6010 450200	427		101000
2	01P439677	12/07/23 HOSE REP KIT	48.93			6010 450200	427		101000
Total for Vendor:			59.47						
114682		576 WALMART COMMUNITY CARD	39.28						
1	12/06/23	holiday party items	39.28			1000 421000	375		101000
Total for Vendor:			39.28						

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CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/01/23 to 12/15/23

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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
114652	110286S	3306 WEST FARGO EVENTS, INC	36,670.17						
1	0000911-IN	10/01/23 Programming fee: Essentia	17,563.69			2310 452120	810		101000
2	0000911-IN	10/01/23 Programming fee: POW/MIA	3,099.48			2310 452120	810		101000
3	0000911-IN	10/01/23 Mgmt fee: Parking Ramp	11,840.33			2320 452110	810		101000
4	0000911-IN	10/01/23 Mgmt fee: City Events	4,166.67			2960 411900	810		101000
114653	110286S	3306 WEST FARGO EVENTS, INC	36,670.17						
1	0000940-IN	11/01/23 Programming fee: Essentia	17,563.69			2310 452120	810		101000
2	0000940-IN	11/01/23 Programming fee: POW/MIA	3,099.48			2310 452120	810		101000
3	0000940-IN	11/01/23 Mgmt fee: Parking Ramp	11,840.33			2320 452110	810		101000
4	0000940-IN	11/01/23 Mgmt fee: City Events	4,166.67			2960 411900	810		101000
		Total for Vendor:	73,340.34						
114564	110288S	2184 WEST SIDE STEEL	144.85						
1	7645	11/29/23 SHEET METAL	144.85			6010 450200	914		101000
114758		2184 WEST SIDE STEEL	74.16						
1	7745	12/08/23 PIPE TUBE/FLAT BAR	74.16			6010 450200	444		101000
		Total for Vendor:	219.01						
114848	110300S	3549 WEX	3,043.68						
1	12/15/23	Med FSA - 12/15/23 payroll	860.30			1000 212530			101000
2	12/15/23	Dep FSA - 12/15/23 payroll	2,183.38			1000 212523			101000
		Total for Vendor:	3,043.68						
114934	-99365E	4676 WEX ELECTRONIC BIWEEKLY	27,327.96						
	12.01.23	payroll							
1	12/01/23	HSA Contributions - ER	9,693.47			1000 212530			101000
2	12/01/23	HSA Contributions - EE	17,634.49			1000 212530			101000
114935	-99364E	4676 WEX ELECTRONIC BIWEEKLY	168.75						
	12.01.23	payroll (addition)							
1	12/01/23	HSA Contributions - ER	62.50			1000 212530			101000
2	12/01/23	HSA Contributions - EE	106.25			1000 212530			101000
		Total for Vendor:	27,496.71						

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CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/01/23 to 12/15/23

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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
114725		569 WF ANIMAL HOSPITAL	2,786.10						
1	274195	11/30/23 nov 2023 pound fee	2,786.10			1000 421000	396		101000
		Total for Vendor:	2,786.10						
114625	110290S	1820 WINDSHIELD DOCTOR	200.00						
1	71283	11/17/23 258 WINDSHIELD REPAIR	50.00			6020 450000	322		101000
2	71283	11/17/23 7026/7002 WINDSHIELD REPAIR	100.00			6025 450000	322		101000
3	71283	11/17/23 5004 WINDSHIELD REPAIR	50.00			1000 455000	322		101000
		Total for Vendor:	200.00						
114907		4003 WM CORPORATE SERVICES INC	97,852.00						
1	6749828	12/01/23 COWF MASTER BILLING	89,138.40			6010 450200	916		101000
2	6749826	12/01/23 WATER TOWER DROPSITE	7,468.80			6010 450200	916		101000
3	6749827	12/01/23 SANITATION DROPSITE	1,244.80			6010 450200	916		101000
		Total for Vendor:	97,852.00						
114863		4465 WOODSIDE INDUSTRIES INC	62,073.32						
1	Pay App 6	09/30/23 WF Fire Dept Project	62,073.32			4795 480000	670		101000
114919		4465 WOODSIDE INDUSTRIES INC	6,221.34						
1	Pay App 7	10/31/23 WF Fire Dept Project	6,221.34			4795 480000	670		101000
		Total for Vendor:	68,294.66						
114673	110292S	338 XCEL ENERGY	160.09						
1	853669626	11/16/23 TRANSFER STATION	160.09			6010 450200	351		101000
114779		338 XCEL ENERGY	1,128.90						
1	855511922	12/04/23 800 4TH AVE E	651.88			1000 415000	351		101000
2	855608033	12/04/23 3050 SHEYENNE ST	232.96			2310 452120	527		101000
3	855618700	12/04/23 THE LIGHTS	130.00			2310 452120	527		101000
4	855392045	12/01/23 3150 SHEYENNE ST	114.06			2310 452120	527		101000
114788		338 XCEL ENERGY	8,011.39						
1	855178505	11/30/23 800 4TH AVE E	8,011.39			1000 415000	351		101000

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CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/01/23 to 12/15/23

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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
114789		338 XCEL ENERGY	1,799.38								
1	854780328	11/28/23 STREET LIGHT FEED POINTS	1,376.18			1000		430002	391		101000
2	854780328	11/28/23 SA17	71.52			6025		450000	351		101000
3	854780328	11/28/23 PW STORAGE BUILDING	351.68			6020		450000	351		101000
114790		338 XCEL ENERGY	7,689.53								
1	855503682	12/04/23 800 4TH AVE E	7,689.53			1000		415000	351		101000
114791		338 XCEL ENERGY	14,109.84								
1	855509416	12/04/23 WT3	95.29			6020		450000	351		101000
2	12/04/23	WT4	139.72			6020		450000	351		101000
3	12/04/23	SA2	46.58			6025		450000	351		101000
4	12/04/23	SA7	62.79			6025		450000	351		101000
5	12/04/23	SA5	106.61			6025		450000	351		101000
6	12/04/23	SA11	108.93			6025		450000	351		101000
7	12/04/23	WT2	1,356.93			6020		450000	351		101000
8	12/04/23	SM29	86.96			6025		450000	351		101000
9	12/04/23	SM23	957.44			6025		450000	351		101000
10	12/04/23	SA9	86.96			6025		450000	351		101000
11	12/04/23	SM22	419.95			6025		450000	351		101000
12	12/04/23	SM24	782.17			6025		450000	351		101000
13	12/04/23	SM20	60.32			6025		450000	351		101000
14	12/04/23	SA15	128.81			6025		450000	351		101000
15	12/04/23	SM45	79.95			6025		450000	351		101000
16	12/04/23	PW BUILDING	4,471.68			6020		450000	351		101000
17	12/04/23	SA40	3,179.49			6025		450000	351		101000
18	12/04/23	SM63	160.36			6025		450000	351		101000
19	12/04/23	SHEYENNE ST LIFT STATION	141.29			6025		450000	351		101000
20	12/04/23	300 4TH ST E LIFT STATION	140.13			6025		450000	351		101000
21	12/04/23	SM64	181.65			6025		450000	351		101000
22	12/04/23	SM43	42.64			6025		450000	351		101000
23	12/04/23	SM65	197.86			6025		450000	351		101000
24	12/04/23	GOLDENWOOD BUBBLER	17.09			6025		450000	351		101000
25	12/04/23	4015 4TH ST W	139.49			6020		450000	351		101000
26	12/04/23	1100 12TH AVE NW	48.90			6020		450000	351		101000
27	12/04/23	2210 SHEYENNE ST W	35.70			6025		450000	351		101000

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CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/01/23 to 12/15/23

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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
28	12/04/23	SA47	184.87			6025 450000	351		101000
29	12/04/23	SHEYENNE PLAZA	164.78			2310 452120	527		101000
30	12/04/23	402 1ST AVE ST LIGHT FEED POIN	79.42			1000 430002	391		101000
31	12/04/23	121W 6TH AVE WELL HOUSE	391.50			6025 450000	351		101000
32	12/04/23	FIRE & CIVIL DEF SIREN	13.58			1000 430002	803		101000
114901		338 XCEL ENERGY	198.46						
1	855941014	12/06/23 SM67	198.46			6025 450000	351		101000
Total for Vendor:			33,097.59						
# of Claims 382			Total: 4215,123.01			# of Vendors 220			
Total Electronic Claims			692,968.94						
Total Non-Electronic Claims			3522154.07						

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



"Consent" or "Regular" Agenda
Item?

[Consent]

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission

Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

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: December 18, 2023

Subject: 9th Street W – 52nd Ave W Roundabout – Funding Application

Action: Approve HSIP Application

New Information and Recommendation:

Per the commission's directive, staff is applying for alternative funding for a proposed roundabout at the intersection of 9th Street W and 52nd Ave W. The NDDOT has a Highway Safety Improvement Program (HSIP) that yearly awards funding to safety projects. If successful, 90% of the construction of the roundabout would be covered by the grant. The application is due at the end of the year and will be for the 2028 construction season.

The following documents are attached for review/consideration:

- Draft HSIP Application
- Cost Estimate
- Project location map

Staff Recommendation: Approve HSIP Application

Background and Project Summary:

Previous Improvement District 2276 was dissolved at the November 20 commission meeting. This application will be an alternative funding source to special assessments via a grant from the NDDOT.

Policy Analysis:

If grant is awarded, project will be added to the CIP for 2028. A new project number will be brought to the Commission when required for 2028 construction season.

Financial Analysis:

The planning level cost estimate is \$2.26 Million which reflects anticipated increased costs for construction. 90% of the construction costs will be covered by the grant in 2028. Additional city funds will be required for environmental review, design and construction administration of the project.

Previously Presented Information and Commission Actions:

November 20, 2023:

- 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
- Commission Action:
 - o Commissioner Simmons made a motion to place a 4-way stop immediately at this intersection and Commissioner Anderson seconded to approve. No opposition, motion carried.
 - o Commissioner Simmons made a motion to dissolve Improvement District No. 2276 and Commissioner George seconded to approve. No opposition, motion carried.

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.

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

HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)**PROJECT APPLICATION**

North Dakota Department of Transportation, Programming
SFN 59959 (3-2023)

23 USC § 407 Documents
NDDOT Reserves All Objections

Please attach a location map(s). You may use additional sheets to further describe your project.

Agency Name City of West Fargo		NDDOT District Fargo	
Contact Name Andrew Wrucke		Current Date 12/15/23	
Email Address andrew.wrucke@westfargond.gov		Telephone Number 701-515-5105	Project Cost Estimate (attach detailed copy) \$2,260,000.00
Location Description Intersection of 9th Street W and 52nd Ave W	Roadway Ownership ☐ State ☐ County ☒ City ☐ Tribe	Vision Zero Emphasis Area (check all that apply) ☐ Younger Drivers ☐ Speeding or Aggressive Drivers ☐ Alcohol-Related ☐ Unbelted Vehicle Occupants ☐ Lane Departure ☒ Intersections	Functional Class ☐ Local Road or Street ☐ Minor Collector ☒ Major Collector ☐ Minor Arterial ☐ Principal Arterial
Improvement Category (check all that apply)			
☐ Access Management	☒ Intersection Geometry	☐ Parking	☐ Roadway Delineation
☐ Advanced Technology & ITS	☐ Intersection Traffic Control	☐ Pedestrians & Bicyclists	☐ Roadway Signs & Traffic Control
☐ Alignment	☐ Lighting	☐ Railroad Grade Crossings	☐ Shoulder Treatments
☐ Animal Related	☐ Miscellaneous	☐ Roadside	☒ Speed Management
☐ Interchange Design	☐ Non-infrastructure	☒ Roadway	☐ Work Zone
Describe Current Safety Issues Intersection is of residential collector and major arterial (and future diversion crossing) with a school zone crossing. All elementary school children attend the school on the NW corner of intersection and any that choose to walk/bike cross the major arterial. Arterial is currently posted 35 MPH, but average traffic travels at nearly 40 MPH. 4 Way Stop has been installed at location, but further enhancements are requested.			
Describe Proposed Safety Improvements Install a roundabout at the intersection to improve pedestrian safety at intersection.			

For questions or comments contact:

Justin Schlosser
701-328-2673
jjschlosser@nd.gov

Please email completed form to this address: hsip@nd.gov

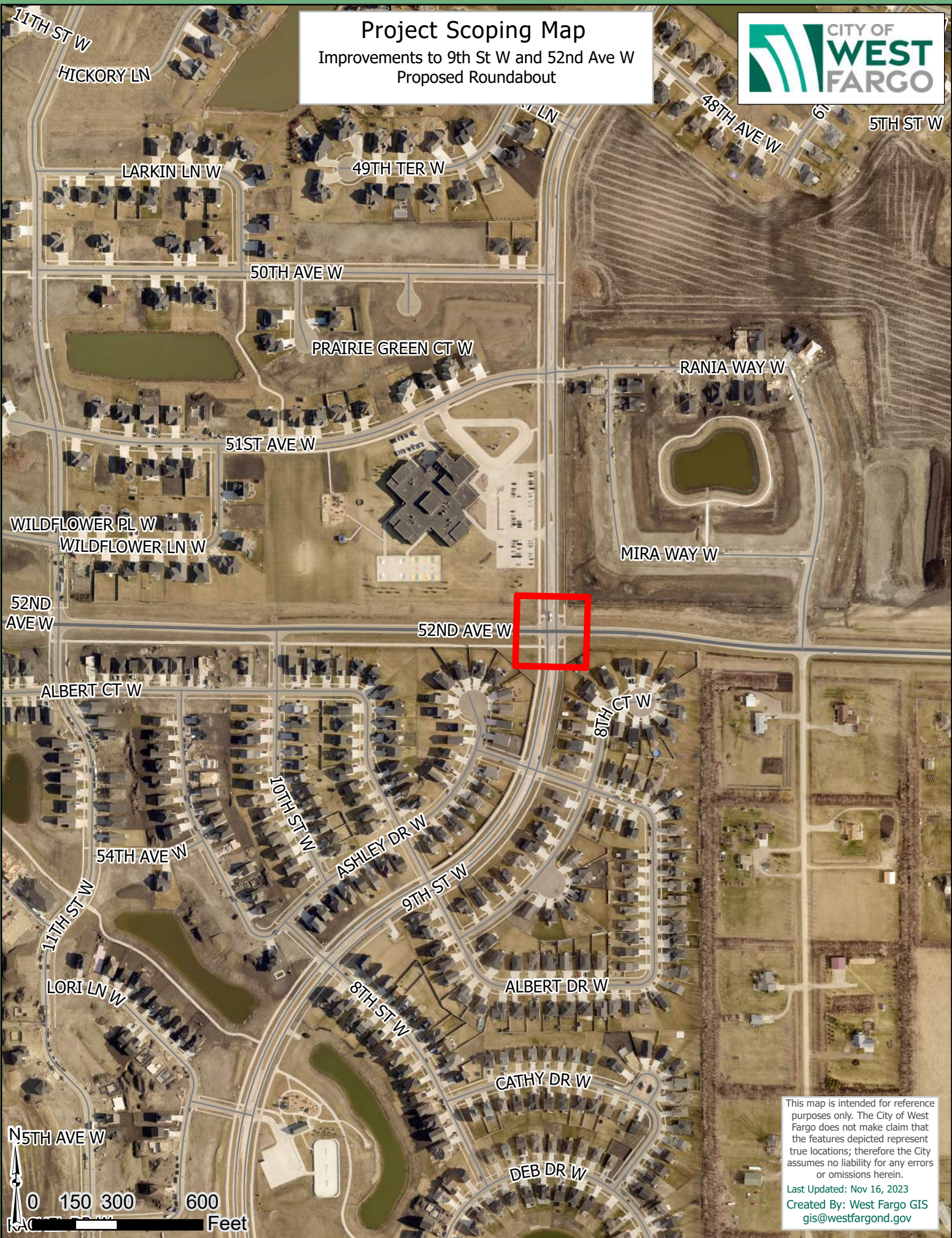
IMPROVEMENT PROJECT NO. XXXX
ROUNDBOUT - 9TH STREET W AND 52ND AVENUE W
WEST FARGO ND

Engineer's Opinion of Probable Cost - Updated 12/2023

Participating Items					
Spec	Code	Description	Units	Qty	Cost
103	100	CONTRACT BOND	L SUM	1	\$10,000.00
202	114	REMOVAL OF PAVEMENT	SY	3450	\$15.00
203		COMMON EXCAVATION	L SUM	1	\$10,000.00
230		SUBGRADE PREPARATION	SY	3500	\$5.00
230		TOPSOIL, SEEDING, HYDRAULIC MULCH	L SUM	1	\$25,000.00
230		LANDSCAPING	L SUM	1	\$150,000.00
302	320	AGGREGATE BASE CL 5	TON	1600	\$75.00
430	43	SUPERPAVE FAA 43	TON	450	\$250.00
550	112	8IN NON-REINF CONCRETE PAVEMENT CL AE	SY	3100	\$175.00
702	100	MOBILIZATION	L SUM	1	\$100,000.00
704		TRAFFIC CONTROL	L SUM	1	\$50,000.00
709	151	GEOSYNTHETIC MATERIAL TYPE R1	SY	3500	\$7.50
714		STORM SEWER	L SUM	1	\$150,000.00
748	100	CURB & GUTTER	LF	2950	\$50.00
750	30	PIGMENTED IMPRINTED CONCRETE	SY	900	\$115.00
750	120	SIDEWALK CONCRETE 5IN REINF	SY	1000	\$80.00
750	2115	DETECTABLE WARNING PANELS	SF	320	\$70.00
754	9095	SIGNING	L SUM	1	\$5,000.00
762		STRIPING	L SUM	1	\$15,000.00
		SUM			\$1,738,900.00
		30% Contingency			\$521,700.00
		TOTAL			\$2,260,600.00
		FEDERAL SHARE (HSIP FUNDS)			\$2,034,540.00
		LOCAL SHARE			\$226,060.00

Project Scoping Map

Improvements to 9th St W and 52nd Ave W
Proposed Roundabout



This map is intended for reference purposes only. The City of West Fargo does not make claim that the features depicted represent true locations; therefore the City assumes no liability for any errors or omissions herein.
Last Updated: Nov 16, 2023
Created By: West Fargo GIS
gis@westfargond.gov



"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

Dustin T. Scott

Assistant City Administrator

Vacant

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: December 18, 2023

Subject: MSA with Moore Engineering

Action: Approve MSA Renewal with Moore Engineering

New Information and Recommendation:

The existing Master Service Agreement (MSA) with Moore Engineering is set to expire at the end of 2023. The City utilizes Moore Engineering for engineering assistance on numerous projects and issues throughout the year and they have been a valuable resource to the City over the past several decades. Having an MSA in place defines the relationship between the City and Moore when working together.

This MSA does not assign any work to Moore Engineering or spend any taxpayer dollars as any work they will do for the City will still be scoped and approved on a case by case basis via a Task Order. If approved, this MSA will be in effect for a 5-year period.

This MSA has been reviewed by legal.

The following documents are attached for review/consideration:

- Master Service Agreement for Professional Services

Staff Recommendation:

Approve the MSA renewal with Moore Engineering

Previously Presented Information and Commission Actions:

None

MASTER SERVICE AGREEMENT FOR PROFESSIONAL SERVICES

BY AND BETWEEN

CITY OF WEST FARGO, NORTH DAKOTA
as City

and

MOORE ENGINEERING, INC.
as Engineer

Dated as of _____, 2023

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

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MASTER SERVICE AGREEMENT FOR PROFESSIONAL SERVICES

THIS MASTER SERVICE AGREEMENT FOR PROFESSIONAL SERVICES (the “Agreement”) is made as of _____, 2023, by and between the City of West Fargo (“City”) and Moore Engineering, Inc. (“Engineer”) (collectively, the “parties”).

WHEREAS, the City Engineer is an appointive officer of the City of West Fargo pursuant to Chapter 1-04 of the Revised Ordinances of 1990 of the City; and

WHEREAS, the City has selected and appointed Engineer to provide the City with engineering and related municipal services, subject to the oversight of the City Administrator; and

WHEREAS, the City desires to enter into a master service agreement for professional services with Engineer and retain Engineer to provide engineering services for the City commencing on January 1, 2024.

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

1. EMPLOYMENT. The City hires Engineer, which accepts the hiring with the City pursuant to this Agreement. Engineer is an independent contractor under this Agreement. Nothing in this Agreement shall be construed to create an employer-employee relationship between the parties.
2. DEFINITIONS. All capitalized terms used and not otherwise defined herein shall have the meanings given to them in this Agreement as defined in this Section, unless a different meaning clearly applies from the context.

“Agreement” means this Master Service Agreement for Professional Services by and between the City of West Fargo and Moore Engineering, Inc.

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

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

“Consultant” means the individual or entity with which the Owner has contracted for performance of the services as set forth in this Agreement.

“City Administrator” means Dustin T. Scott or his successors.

“Effective Date” means January 1, 2024.

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

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

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

“Owner” means the individual or entity with which the Consultant has contracted regarding the services set forth herein, and which has agreed to pay Consultant for the performance of the services, pursuant to the terms of this Agreement.

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

3. AUTHORIZATION TO PROCEED. Execution of this Agreement by the City will be authorization for Engineer to proceed with the work, unless otherwise provided for in this Agreement.
4. PRIOR AGREEMENTS. Any prior agreements between the City and Engineer shall, upon execution of this Agreement, be terminated and have no further force and effect. This Agreement shall supersede the prior agreement between the City and Engineer.
5. REQUIRED MEETINGS. Engineer will be responsible for attending City Commission and Planning & Zoning meetings when requested by Owner.
6. SCOPE OF SERVICES. Engineer’s detailed scope of services, work schedule, and cost budget will be mutually agreed upon in writing and set forth in Task Orders issued by the City under this Agreement. Each Task Order will specifically refer to and incorporate this Agreement by reference, and the provisions of this Agreement shall apply to all Task Orders. In general, Engineer’s services will include services in support of the City as mutually agreed upon between the parties (the “Services”). The City reserves the right to request similar advisory services on other assignments/projects that are not listed in Task Orders under the condition of an “as needed” scope of services.
7. CHANGES TO SCOPE OF SERVICES. The City may make or approve changes within the general scope of services in this Agreement. If such changes affect Engineer’s cost of or time required for performance of the Services, an equitable adjustment will be made through an amendment to this Agreement.
8. RESPONSIBILITY FOR ERRORS OR DELAYS FROM INACCURATE DATA. Engineer and the City acknowledge that the reliability of Engineer’s Services depends upon the accuracy and completeness of the data supplied to Engineer. The City accepts sole responsibility for errors or delays in Services resulting from inaccurate or incomplete data supplied to Engineer, and the City acknowledges and agrees that any additional Services thereby necessitated will result in additional fees payable by the City to Engineer. Engineer must receive promptly the information to deliver the Services as well as the City’s prompt updates to any information where there has been a material change which may affect the scope or delivery of the Services, such as a change in the nature of the City’s products or equipment, systems, and/or processes that are the focus of Engineer’s service(s).
9. TASK ORDERS. Engineer shall receive assignments for work under this Agreement through Task Orders authorized and provided by the City. The City shall compensate Engineer only for

work contained within the Task Orders. If Engineer engages in work beyond the scope of a Task Order, the City shall not compensate Engineer for that work, unless agreed to in writing by the City prior to the work being completed. All amendments to Task Orders must be authorized and provided by the City in writing.

10. PERSONNEL. Engineer must provide the services of a “Principal-in-Charge” and designated Engineer associates and employees under his or her management. All persons assigned by Engineer to perform Services under this Agreement shall be fully qualified to perform the work assigned to them. Engineer shall devote such personnel and resources, time, attention and energies to the City’s business as are necessary to fulfill the duties and responsibilities required by the City. Engineer must endeavor to minimize turnover of personnel performing Services under this Agreement. If the City is dissatisfied with any of Engineer’s personnel, the City reserves the right to require removal of those personnel from the Task Order. The City shall provide Engineer with a written statement, including reasonable detail, outlining its reasons for desiring removal. Replacement personnel for the removed person shall be fully qualified for the position.
11. PERSONNEL IDENTIFIED FOR PROJECT DELIVERY. Engineer agrees and acknowledges that the following specifically identified individuals shall be assigned the following roles for this Agreement (hereinafter “Key Personnel”):

Individual	Position	Email
Kevin Bucholz, PE	President	Kevin.Bucholz@mooreengineeringinc.com
Tyson Hajicek, PE	Chief Operating Officer	Tyson.Hajicek@mooreengineeringinc.com
Lee Beauvais, PE	Chief Production Officer	Lee.Beauvais@mooreengineeringinc.com
Matt Welle, PE	Senior Project Manager	Matt.Welle@mooreengineeringinc.com
Matt Prochniak, PE	Project Manager	Matt.Prochniak@mooreengineeringinc.com

Engineer shall use its Best Efforts to assure that Key Personnel are available to provide Services to the City and as points of contact for City staff and the City Attorney. In the event that any of the Key Personnel are not available for the City Services, Engineer shall notify the City within ten (10) days of the Key Personnel’s non-availability. Engineer shall provide the resumes of the individual(s) it is proposing to replace the non-available Key Personnel and the City will review the resume and may approve the new Key Personnel. The City will act in Good Faith and in a reasonable manner when reviewing and approving new Key Personnel. In the event that the City determines that the new Key Personnel are not acceptable, Engineer will propose new Key Personnel.

12. SUBCONTRACTORS. Engineer may enter into agreements with subcontractors in furtherance of their Services under this Agreement, as approved by the City Administrator.
13. TERM. Unless terminated under Section (41), Termination, this Agreement shall remain in full force and effect for a period of approximately five (5) years from the date of execution on _____, through December 31, 2028. Upon expiration of the initial term of this Agreement, this contract may be renewed by mutual agreement of the parties.

14. EXTENSION OF TERM. This Agreement may be extended by written Amendment. If this Agreement expires before the completion of a Task Order, the Agreement shall be deemed to have been extended until the completion of Services under the applicable Task Order.
15. COMPENSATION. For all Services rendered by Engineer, the City will pay Engineer based on the time spent by those Engineer team members working on City projects and the hourly charging rates applicable to those Engineer team members, plus subcontracts with non-Engineer-affiliated companies and outside services, plus a service charge of ten percent (10%) on subcontracts and outside services, plus applicable sales, use, value added, business transfer, gross receipts, or other similar taxes. Time will be tracked and billed in one-half (0.5) hour increments for each Engineer team member. Engineer's Hourly Rates for Services rendered through December 31, 2024. Beginning January 1, 2025, Hourly Rates may be increased based on mutual agreement.

The City will compensate Engineer as set forth above and in accordance with each Task Order. Work performed under this Agreement may be performed using labor from affiliated companies of Engineer. Such labor will be billed to the City under the same billing terms applicable to Engineer's employees.

The compensation is payable following the end of each month upon submission by Engineer of a monthly invoice setting forth the Services performed in that month on behalf of the City. Invoices shall be sent as required in Section 16 of this Agreement. Invoices are due and payable within thirty (30) days of receipt. If a work order issued under this Agreement contains a not-to-exceed compensation amount, the City will only pay compensation to Engineer for fees and/or expenses that are less than or equal to the not-to-exceed amount stated on the work order, unless the work order has been amended pursuant to Section 7 of this Agreement.

- A. **Budget.** Budgetary amounts, excluding taxes, will be established for each Task Order executed under the Agreement. Engineer will make reasonable efforts to complete the work within the budget and will keep the City informed of progress toward that end so that the budget or work effort can be adjusted if found necessary. Engineer is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is the City obligated to pay Engineer beyond these limits. When any budget has been increased, Engineer's costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.
- B. **Hourly Rates.** Hourly rates are those hourly rates charged for work performed on the Services by Engineer's employees of the indicated classifications. These rates include all allowances for salaries, overhead, fees, and all expenses, but do not include allowances for subcontracts or outside services.

16. INVOICING AND PAYMENT.

- A. Engineer must submit invoices to the City on or before the last day of the month for all Services provided and allowed expenses incurred during the preceding month. Engineer's Program Manager must personally review each invoice before it is sent to the City to determine its accuracy and fairness, and to ensure the invoice complies with the requirements in this Agreement. Each invoice will be processed by the City for the following month.

B. Engineer must email each original invoice to:

Engineering Office Manager
City Engineer

C. Engineer's invoices must be detailed and precise. Engineer's invoices must clearly indicate fees and expenses incurred for the current billing period month and include at least the following information:

- (1) Engineer's name and address;
- (2) Unique invoice number;
- (3) Billing period;
- (4) Work order number associated with each activity, in accordance with the Task Order Budgetary Breakdown;
- (5) Name, billing rate, and hours worked by each person involved in each activity, in accordance with the Task Order Budgetary Breakdown;
- (6) Total amount of fees and costs "billed to date," including the preceding month; and
- (7) Preferred remittance address, if different from the address on the invoice's coversheet
- (8) All of the work performed during that billing period, in accordance with the Task Order Budgetary Breakdown.

D. Engineer must keep copies of invoices and receipts and provide copies for the City's review upon request.

E. After the City receives Engineer's invoice, the City will either process the invoice for payment or give Engineer specific reasons, in writing within fifteen (15) business days, why part or all of the City's payment is being withheld and what actions Engineer must take to receive the withheld amount.

F. In the event of a disputed billing, only the disputed portion will be withheld from payment, and the City shall pay the undisputed portion. The City will exercise reasonableness in disputing any bill or portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.

G. Payment does not imply acceptance of Services, that expenses are allowable, or that the invoice is accurate. In the event an error is identified within three (3) months of receipt of payment, Engineer must credit any payment in error from any payment that is due or that may become due to Engineer under this Agreement.

H. The City will be charged interest at the rate of one-half percent (1/2%) per month, or that permitted by law if lesser, on all past-due amounts starting thirty (30) days after receipt of invoice. Payments will be first credited to interest and then to principal.

I. If the City fails to make payment in full within thirty (30) days of the date due for any undisputed billing, Engineer may, after giving seven (7) days' written notice to the City, suspend Services under this Agreement until paid in full, including interest. In the event of suspension of Services, Engineer will have no liability to the City for delays or damages caused by the City because of such suspension.

J. Engineer must pay all fees, fines, taxes, or other costs of doing business related to the Services, except for the expenses allowed under Section 15 of this Agreement.

17. RELATIONSHIP BETWEEN PARTIES. Engineer is retained by the City only for the purposes and to the extent set forth in this Agreement, and its relationship to the City shall, during the period or periods of Services under this Agreement, be that of an independent contractor. Engineer shall be free to use such portion of Engineer's entire time, energy and skill during the course of this Agreement to meet its contractual obligation to the City. Neither Engineer, nor its personnel, shall be considered to be employed by the City or entitled to participate in any plans, arrangements or distributions by the City pertaining to or in connection with any benefits accorded the City's regular employees. The City shall not be financially responsible to Engineer except for the payment of compensation and expenses specifically set forth in this Agreement, and shall not be responsible for the payment of any cost of living allowances, merit increases, medical insurance, public employee's retirement, life or disability coverage, sick leave or holiday pay or vacation pay or any benefit of any kind not specifically set forth in this Agreement. Likewise, the City shall not be responsible for wage or salary withholding to the federal or any state government.
18. REPRESENTATIONS AND WARRANTIES. Engineer represents and warrants that the following statements are true:
- A. Engineer has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise) to any member of the City with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
 - B. The Team Members performing the work hereunder have no interest that would constitute a conflict of interest with the City during the term of this Agreement.
 - C. This Agreement does not constitute a conflict of interest or default under any of Engineer's other agreements.
 - D. No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Engineer's ability to perform under this Agreement.
 - E. Engineer is in compliance with all laws, rules, and regulations applicable to its business, including rules of professional conduct.
 - F. During the term of this Agreement, Engineer must not take any action, or omit to perform any act, that may result in a representation and warranty becoming untrue. Engineer must immediately notify the City if any representation and warranty becomes untrue.
 - G. THIS WARRANTY SHALL BE IN LIEU OF AND EXCLUDES ALL OTHER IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

19. WORKING RELATIONSHIP. Engineer's Senior Project Manager and Project Manager shall be the individuals that will engage with the City. Engineer shall work in close cooperation and coordinate with the City Attorney under such terms and conditions as may be set from time to time by the City.
20. INDEPENDENT PROFESSIONAL JUDGMENT. Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of Services by Engineer in accordance with the independent professional judgment of each of its employees. Engineer shall require its personnel to perform the Services rendered in accordance with accepted principals of its industry in the State of North Dakota. Engineer personnel are subject to the rules and regulations of any and all licensing and professional organizations or associations to which those personnel may from time to time belong, and the laws and regulations in the State of North Dakota.
21. STANDARD OF CARE. The standard of care applicable to Engineer's Services will be the degree of skill and diligence normally employed by professional consultants or consultants performing the same or similar Services at the time said Services are performed. Engineer will re-perform any Services not meeting this standard without additional compensation.
22. SUBSURFACE INVESTIGATIONS. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total Services cost and/or execution. These conditions and cost/execution effects are not the responsibility of Engineer.
23. ENGINEER'S PERSONNEL AT CONSTRUCTION SITE.
 - A. The presence or duties of Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make Engineer or Engineer's personnel in any way responsible for those duties that belong to the City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and any health or safety precautions required by such construction work.
 - B. Engineer and Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Engineer's own personnel.
 - C. The presence of Engineer's personnel at a construction site is for the purpose of providing to the City a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by

the construction contractor(s). Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

- D. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

24. OPINIONS OF COST, FINANCIAL CONSIDERATIONS, AND SCHEDULES.

- A. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for City projects, Engineer has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Engineer makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Engineer's opinions, analyses, projections, or estimates.
- B. If the City wishes greater assurance as to any element of project cost, feasibility, or schedule, the City will employ an independent cost estimator, contractor, or other appropriate advisor.

25. CONSTRUCTION PROGRESS PAYMENTS. Recommendations by Engineer to the City for periodic construction progress payments to the construction contractor(s) will be based on Engineer's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by Engineer to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that Engineer has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to the City free and clear of liens, claims, security interests, or encumbrances; or that there are no other matters at issue between the City and the construction contractors that affect the amount that should be paid.

26. RECORD DRAWINGS. Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which a project was finally constructed. Engineer is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

27. ENGINEER'S INSURANCE. Engineer shall maintain throughout this Agreement the following insurance:

- A. Engineer shall purchase and maintain throughout this Agreement such insurance as is appropriate for the work being performed and that will provide protection from claims set forth below which may arise out of or result from Engineer's performance of the Services,

whether it is to be performed by Engineer, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform any of the work, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefits, and other similar employee benefit acts;
- (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of Engineer's employees;
- (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than Engineer's employees;
- (4) Claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - (a) by any person as a result of an offense directly or indirectly related to the employment of such person by Engineer, or
 - (b) by any other person for any other reason;
- (5) Claims for damages, other than to a project itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
- (6) Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

B. The policies of insurance required by this Section 27 will:

- (1) With respect to insurance required by above paragraphs 27(A)(3) through 27(A)(6) inclusive, be written on an occurrence basis, included as additional insureds (subject to any customary exclusion regarding Professional liability and Workers Compensation) the City, the State of North Dakota, and any other individuals or entities identified, all of whom will be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insured, and the insurance afforded to these additional insureds will provide primary coverage for all claims covered in the General Liability and Automobile Liability Policies;
 - (a) All insurance policies required under this Agreement, including the Excess or Umbrella Liability policies, must be from insurers rated "A-" or better by the A.M. Best Company, Inc.
- (2) Include at least the specific coverages and be written for not less than the limits of liability specified or required by Laws or Regulations, whichever is greater;
- (3) Contain a provision or endorsement that the coverage afforded will not be canceled or renewal refused until at least thirty (30) days prior written notice has been given to the City and to each other additional insured identified to whom a certificate of insurance

has been issued (and the certificates of insurance furnished by Engineer pursuant to this section will so provide);

- (4) Remain in effect at least until final payment and at all times thereafter when Engineer may be correcting, removing, or replacing defective work;
- (5) Include completed operations coverage:
 - (a) Such insurance will remain in effect for two (2) years after final payment.
 - (b) Engineer will furnish the City and each other additional insured identified, to whom a certificate of insurance has been issued, evidence satisfactory to the City and any such additional insured of continuation of such insurance at final payment and one year thereafter.
- (6) Not limit in any way Engineer's duties to defend, indemnify, and hold harmless the City and the State of North Dakota, and those parties' officers, employees, agents, consultants, subcontractors, and representatives in accordance with Section Forty (40);
- (7) Either in the policies or in endorsements, contain a "waiver of subrogation" (except for in the Professional Liability Policy) that waives any right to recovery any of Engineer's insurance companies might have against the City or the State of North Dakota.
- (8) Either in the policies or in endorsements, contain a provision that Engineer's insolvency or bankruptcy will not release the insurers from payment under the policies, even when Engineer's insolvency or bankruptcy prevents Engineer from meeting the retention limits under the policies;
- (9) Either in the policies or in endorsements, contain cross liability/severability of interests, to ensure that all additional parties are covered as if they were all separately covered (with the exception of Workers Compensation and Professional liability policies);
- (10) Either in the policies or in endorsements, contain a provision that the legal defense provided to the City and the State of North Dakota must be free of any conflict of interest, even if retention of separate legal counsel is necessary;
- (11) Either in the policies or in endorsements, contain a provision that any attorney who represents the State of North Dakota must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C § 54-12-08;
- (12) Either in the policies or in endorsements, contain a provision that Engineer's policies will be primary and noncontributory regarding any other insurance maintained by or available to the City or the State of North Dakota, and that any insurance maintained by those parties will be in excess of Engineer's insurance and will not contribute with it (except for Worker's Compensation and Professional Liability Policies).

C. The limits of liability for the insurance required by this Section Twenty-Eight (28) will provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

- (1) Worker's Compensation, and related coverages under Paragraphs 28(A)(1) and 28(A)(2):

(a) State:	Statutory;
(b) Applicable Federal (e.g. Longshoreman's):	Statutory;
(c) Employer's Liability:	\$1,000,000.

- (2) Engineer's General Liability under Paragraphs 28(A)(3) through 28(A)(6) which will include premises or operations coverage, completed operations and product liability coverages, and will eliminate the exclusion with respect to property under the care, custody, and control of Engineer:

(a) General Aggregate:	\$10,000,000
(b) Products- Completed Operations Aggregate:	\$2,000,000
(c) Personal and Advertising Injury:	\$2,000,000
(d) Each Occurrence (Bodily Injury and Property Damage):	\$2,000,000
(e) Property damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.	
(f) Excess or Umbrella liability:	
i. General Aggregate:	\$10,000,000
ii. Each Occurrence:	\$10,000,000

- (3) Automobile Liability under Paragraph 28(A)(6) (which will include coverage for any auto, including owned, non-owned, and hired):

(a) Bodily injury:	
i. Each person:	\$2,000,000
ii. Each accident:	\$2,000,000
(b) Property Damage:	
i. Each accident:	\$2,000,000
OR	
(c) Combined Single	
i. Limit of:	\$2,000,000

- (4) Professional Liability coverage will provide coverage for not less than the following amounts:

(a) Each claim made:	\$3,000,000
(b) Annual Aggregate:	\$3,000,000

- (5) The following will be included as additional insured on all of Engineer's insurance policies required under this Agreement:

- (a) City; and
- (b) State of North Dakota.

(6) If Engineer is domiciled outside of the State of North Dakota, Engineer will purchase and maintain employer's liability or "stop gap" insurance of not less than \$1,000,000 as an endorsement on Engineer's Workers' Compensation and General Liability Policies.

D. Engineer will ensure that any Subcontractor purchases and maintains the same insurance policies and endorsements required of Engineer under the Contract Documents, with the same conditions and terms required of Engineer and its insurers.

E. If any required policy is written on a "claims made" form, Engineer must maintain the coverage continuously throughout the term of this Agreement, and, without lapse, for three (3) years beyond the termination or expiration of this Agreement and the City's acceptance of all Services provided under this Agreement. The retroactive date or "prior acts inclusion date" of any "claims made" policy must be no later than the date that Services commence under this Agreement.

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

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

H. The City shall have no specific responsibility to provide any general liability coverage or worker's compensation coverage for the benefit of Engineer's employees during the terms of this Agreement.

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

29. DATA FURNISHED BY THE CITY. The City will provide to Engineer all data in the City's possession relating to Engineer's Services. Engineer will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City.

30. ACCESS TO FACILITIES AND PROPERTY. The City will make its facilities accessible to Engineer as required for Engineer's performance of its Services and will provide labor and safety equipment as required by Engineer for such access. The City will perform, at no cost to Engineer, such tests of equipment, machinery, pipelines, and other components of the City's facilities as may be required in connection with Engineer's Services.

31. ADVERTISEMENTS, PERMITS, AND ACCESS. Unless otherwise agreed to in the Scope of Services, the City will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for Engineer's Services.
32. TIMELY REVIEW. The City will examine Engineer's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as the City deems appropriate; and render in writing decisions required by the City in a timely manner.
33. PROMPT NOTICE. The City will give prompt written notice to Engineer whenever the City observes or becomes aware of any development that affects the scope or timing of Engineer's Services, or of any defect in the work of Engineer or their subcontractors or construction contractors.
34. ASBESTOS OR HAZARDOUS SUBSTANCES. If asbestos or hazardous substances in any form are encountered or suspected, Engineer will stop its own work in the affected portions of a project to permit testing and evaluation. If asbestos is suspected, Engineer will, if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated. If hazardous substances other than asbestos are suspected, Engineer will, if requested, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend the necessary remedial measures at an additional fee and contract terms to be negotiated. City recognizes that Engineer assumes no risk and/or liability for a waste or hazardous waste site originated by a party other than Engineer.
35. CONTRACTOR INDEMNIFICATION AND CLAIMS.
 - A. The City agrees to include in all construction contracts the provisions of Section Twenty-Three (23), Engineer's Personnel at Construction Site, and provisions providing contractor indemnification of the City and Engineer for contractor's negligence.
 - B. The City shall require construction contractor(s) to name the City, Engineer, and its subcontractors as additional insureds on the contractor's general liability insurance policy.
 - C. The City agrees to include the following clause in all contracts with construction contractors, and equipment or materials suppliers: "Contractors, subcontractors, and equipment and material suppliers on the Project, or their sureties, shall maintain no direct action against Engineer, Engineer's officers, employees, affiliated corporations, and subcontractors for any claim arising out of, in connection with, or resulting from the consulting services performed. The City will be the only beneficiary of any undertaking by Engineer."
36. OWNER'S INSURANCE.
 - A. The City will maintain property insurance on all pre-existing physical facilities associated in any way with a City project.

- B. The City will provide for a waiver of subrogation as to all Owner-carried property damage insurance, during construction and thereafter, in favor of Engineer, Engineer's officers, employees, affiliates, and subcontractors.
- C. The City is not responsible for the payment of deductibles owed under Engineer's insurance policies.
- D. The City will provide (or have the construction contractor(s) provide) a Builders Risk All Risk insurance policy for the full replacement value of all Project work including the value of all onsite Owner-furnished equipment and/or materials associated with Engineer's Services. Such policy will include coverage for loss due to defects in materials and workmanship and errors in design, and will provide a waiver of subrogation as to Engineer and the construction contractor(s) (or the City), and their respective officers, employees, agents, affiliates, and subcontractors. The City will provide Engineer a copy of such policy.
- E. The City reserves the right to enter into a program-wide insurance plan at its expense. Engineer agrees to participate in such a program if named as an insured party.

37. LITIGATION ASSISTANCE. Services required or requested of Engineer by the City to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the City, except for suits or claims between the parties to this Agreement, will be defined in an authorized Task Order and reimbursed as mutually agreed.

38. INDEMNIFICATION. Engineer will defend, indemnify, and hold harmless the City and the State of North Dakota, and those parties' officers, employees, agents, consultants, subcontractors, and representatives, from and against any and all claims, losses, liabilities, damages, expenses, demands, suits, fines, judgments, costs, expenses, and fees (including all fees and charges of attorneys, engineers, architects, and other professionals and all court, arbitration, mediation, or other resolution costs) arising out of or relating to claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by any negligent act or omission of Engineer, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Services or anyone for whose acts any of them may be liable, and including all costs, expenses, and fees incurred by the City or the State of North Dakota in establishing and litigating the existence, scope, or any other matters relating to Engineer's obligations to defend, indemnify, and hold harmless. Engineer's obligations to defend will be free of any conflicts of interest, even if retention of separate legal counsel is necessary. Engineer's duties to defend, indemnify, and hold harmless include anything in excess of any minimum insurance requirements described in contract documents, and anything in excess of any of Engineer's insurance policy limits. Engineer's obligations to defend, indemnify, and hold harmless will continue for a period of not less than six (6) years following completion of the Services or any termination or expiration of this Agreement.

The indemnified party shall provide notice to Engineer after obtaining knowledge of any claim that it may have pursuant to this Section 38. In the event the indemnified party pursues a claim pursuant to this section, the indemnified party will also provide relevant information and assistance to Engineer.

39. LIMITATION OF LIABILITY. To the maximum extent permitted by law, Engineer's liability for the City's damages will not, in the aggregate, exceed twenty million dollars (\$20,000,000). This article takes precedence over any conflicting article of this Agreement or any document incorporated into it or referenced by it. This limitation of liability will apply whether Engineer's liability arises under breach of contract or warranty; tort, including negligence, strict liability, statutory liability, or any other cause of action, and shall include Engineer's officers, affiliated corporations, employees, and subcontractors.

40. BREACH AND REMEDIES.

A. A breach exists under this Agreement if either party:

- (1) Makes a material misrepresentation in writing; or
- (2) Fails or is unable to meet or perform any material promise in this Agreement, and
 - (a) Is incapable of curing the failure, or
 - (b) Does not cure the failure within twenty (20) days following notice (or within a longer period if specified in the notice).

B. Engineer must give the City notice immediately if Engineer breaches, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a breach under this Agreement.

C. The parties will use their Best Efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

D. All remedies provided for in this Agreement may be exercised individually or in combination with any other available remedy.

41. TERMINATION.

A. Either party may terminate this Agreement, in whole or in part, for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within twenty (20) days of written notice and diligently complete the correction thereafter.

B. The City may terminate this Agreement, in whole or in part, or modify or limit Engineer's Services, and proportionately, Engineer's compensation, if:

- (1) The City determines that having Engineer provide Services has become infeasible due to changes in applicable laws or regulations, or
- (2) Expected or actual funding to compensate Engineer is withdrawn, reduced, or limited.

C. Either party may terminate this Agreement, in whole or in part, for any or no reason upon thirty (30) days' written notice.

- D. On termination, Engineer will be paid for all authorized Services performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.
- E. In the event a federal or state tax or employment agency concludes that an independent contractor relationship does not exist, either Engineer or the City may terminate this Agreement immediately upon written notice.
- F. Upon receipt of any termination notice from the City, Engineer must promptly discontinue all affected Services unless the parties mutually agree otherwise.
- G. Upon the end date of the Agreement, which is the date when this Agreement as a whole expires or is terminated pursuant to its terms:
 - (1) The City will be released from compensating Engineer for Services other than those Engineer satisfactorily performed prior to the end date.
 - (2) Engineer must submit Engineer's final invoice for payment within sixty (60) days of the end date. The City will not pay any Engineer invoice received after this period.
 - (3) Engineer will be released from performing Services, except for Services in any non-terminated portion of the Agreement.
- H. All rights and duties with respect to Services performed prior to the expiration or termination of this Agreement, and continuing obligations specified in this Agreement to be performed following expiration or termination of this Agreement, will survive the expiration or termination of this Agreement.
- I. In the event of termination, expiration, or removal/withdrawal, Engineer must withdraw as parties mutually agree to the City (and any person represented on the City's behalf) as soon as it is reasonably possible to do so without (1) prejudice to the City's interests (or the interest of any person represented on the City's behalf) or (2) violation of Engineer's statutory or ethical duties. Engineer must notify the City of any further Services, prior to withdrawal or substitution, which Engineer believes are necessary to avoid prejudice to the City's interests (or the interest of any person represented on the City's behalf), and obtain the City's consent prior to performing such Services.

- 42. ADDITIONAL PAYMENT. Nothing contained in this Agreement shall obligate the City to make any payment for Services rendered in any period after the termination of Engineer's retention by the City.
- 43. SUSPENSION, DELAY, OR INTERRUPTION. The City may suspend, delay, or interrupt the Services of Engineer for the convenience of the City. In such event, Engineer's contract price and schedule shall be equitably adjusted.
- 44. NOTICE. Any notice or election required or permitted to be given or served by either party to this Agreement upon the other will be deemed given or served in accordance with the provisions of this Agreement if said notice or election is (1) delivered personally, or (2) mailed

by United States certified mail, return receipt requested, postage prepaid and in any case properly addressed as follows:

If to Engineer: Attn: President
Moore Engineering, Inc.
925 10th Ave. E
West Fargo, ND 58078

If to City: Attn: City Administrator
City of West Fargo
800 4th Ave. E, Suite 1
West Fargo, ND 58078

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

45. PROHIBITION AGAINST ASSIGNMENT. This is a bilateral personal services agreement. Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable.
46. NO THIRD PARTY BENEFICIARIES. This Agreement gives no rights or benefits to anyone other than the City and Engineer and has no third-party beneficiaries.
47. CONSEQUENTIAL DAMAGES. To the maximum extent permitted by law, Engineer and Engineer's affiliated corporations, officers, employees, and subcontractors shall not be liable for the City's special, indirect, or consequential damages, whether such damages arise out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action. In order to protect Engineer against indirect liability or third-party proceedings, the City will indemnify Engineer for any such damages.
48. MATERIALS AND SAMPLES. Any items, substances, materials, or samples removed from a project site for testing, analysis, or other evaluation will be returned to the project site within sixty (60) days of project close-out unless agreed to otherwise. The City recognizes and agrees that Engineer is acting as a bailee and at no time assumes title to said items, substances, materials, or samples.
49. CONSULTANT'S DELIVERABLES. A party may rely on data or information that the party receives from the other party by hard copy or electronic media. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents. Engineer's deliverables are for the City or others' convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.
50. ACCESS TO ENGINEER'S ACCOUNTING RECORDS AND AUDIT RIGHTS.

- A. Engineer must allow the City and its designees to review and audit Engineer's financial documents and records relating to this Agreement. Engineer will maintain accounting records, in accordance with generally accepted accounting principles. These records will be available to the City for a period of one (1) year after Engineer's final invoice for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder. The City may only audit accounting records applicable to a cost-reimbursable type compensation. Upon finalization of the audit, the City will submit to Engineer a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to Engineer at the completion of an audit.
- B. Within sixty (60) days after the date of the Notice of Audit Results, Engineer will respond, in writing, to the City indicating (a) whether it concurs with the audit report, (b) clearly explaining the nature and basis for any disagreement as to a disallowed item of expense, and (c) providing a written explanation as to any questioned or no opinion expressed item of expense ("Response"). The Response will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, Engineer may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the City. The Response will refer to and apply the language of this Agreement. Engineer agrees that failure to submit a Response within the sixty (60) day period constitutes agreement with any disallowance of an item or expense and authorizes the City to finally disallow any items of questioned or no opinion expressed cost.
- C. The City will make its decision with regard to any Notice of Audit Results and Response within one hundred twenty (120) days after the date of the Notice of Audit Results. If the City determines that an overpayment has been made to Engineer, Engineer will repay the amount to the City or reach an agreement with the City on a repayment schedule within thirty (30) days after the date of an invoice from the City. If Engineer fails to repay the overpayment or reach an agreement with the City on a repayment schedule within the thirty (30) day period, Engineer agrees that the City will deduct all or a portion of the overpayment from any funds then or thereafter payable by the City to Engineer for this project. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be the interest rate on judgments in North Dakota as calculated by the state court administrator pursuant to N.D.C.C. § 28-20-34. The rate of interest will be reviewed annually by the City and adjusted as necessary. Engineer expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit to contest the City's decision only as to any item of expense the disallowance of which was disputed by Engineer in a timely-filed Response.

51. OWNERSHIP. Ownership of work product and inventions created by Engineer shall be as follows:

- A. **Pre-Existing Consultant Materials.** The City acknowledges and agrees that in the performance of the Services, Engineer will utilize its proprietary data, concepts, methods, techniques, processes, protocols, ideas, inventions, know-how, trade secrets, algorithm,

software, works of authorship, software and hardware architecture, databases, tools, other background technologies and standards of judgment that developed or licensed from third parties prior to the effective date of this Agreement (the “Pre-Existing Consultant Materials”) and that Engineer shall retain all right, title and interest, including intellectual property rights in the Pre-existing Consultant Materials. Subject to the terms and conditions of this Agreement, Engineer hereby grants to the City a non-exclusive, non-transferable, royalty-free license, to utilize the Pre-Existing Consultant Materials for the purpose of the City’s projects.

- B. **Derivative Consultant Materials.** The City acknowledges and agrees that in the performance of the Services, Consultant will utilize and develop customization, enhancements, improvements, modifications and adaptations of and to the Pre-Existing Consultant Materials (the “Derivative Consultant Materials”). Engineer shall retain all right, title and interest, including intellectual property rights in the Derivative Consultant Materials. Subject to the terms and conditions of this Agreement, Engineer hereby grants to the City a non-exclusive, non-transferable, royalty-free license, to utilize the Derivative Consultant Materials.
- C. **New Consultant Materials.** The City acknowledges and agrees that in the performance of the Services, Engineer may utilize and develop new software, hardware and other technology or processes that do not utilize or incorporate, or are not based upon, the Pre-Existing Consultant Materials (“New Consultant Materials”). Between the parties, subject to the license grant-back set forth below, the City will retain all right, title and interest, including without limitation intellectual property rights, in and to the New Consultant Materials. The City shall have the full ownership of such New Consultant Materials without any limitation or restriction.
- D. **License Grant Back.** Subject to the terms and conditions of the Agreement, the City hereby grants to Engineer a non-exclusive, transferable, royalty-free license to utilize the concepts, methods, techniques, processes, protocols, ideas, inventions, know-how, trade secrets, algorithm, software and hardware architecture, and other background technologies that are newly developed by Engineer under the Agreement and assigned to the City under this Agreement, to make, have made, use, reproduce, license, display, perform, distribute, sell, offer for sale, service, support, import, and otherwise disposed of any products, technologies, and services and for any purposes without restriction.
- E. **License Restrictions.** Except as otherwise permitted above, the City shall not, and shall not allow any third party to: (i) modify or otherwise create derivative works of the Pre-Existing Consultant Materials; (ii) use the Pre-Existing Consultant Materials for any other purpose, other than the City’s projects; (iii) make, have made, use, reproduce, license, display, perform, distribute, sell, offer for sale, service, support, or import any product that incorporates, embodies and/or is based upon the Pre-Existing Consultant Materials; (iv) sublicense, distribute or otherwise transfer to a third party any of the Pre-Existing Consultant Materials by itself or as incorporated in the Services; or (v) reverse engineer, disassemble, decompile or attempt to derive the source code or underlying ideas or algorithms of the Pre-Existing Consultant Materials. Any additional use of the Pre-Existing Consultant Materials shall require a separate written license agreement.

F. **Miscellaneous.** Nothing contained in this Agreement shall be construed as conferring to the City or any third party any license or right by implication, estoppel or otherwise to any intellectual property rights of Engineer, other than the rights expressly granted under this Agreement. The City may use said work products for the specific purpose for which the work product was intended. Any other use or reuse, without written verification or adaptation by Engineer will be at the user's sole risk.

G. **City Material.** As between the parties, the City is the exclusive owner of all material Engineer collects from the City in connection with the Services under this Agreement, including copyrights. Within thirty (30) days of the end date of the Agreement, or upon the City's notice at any time, Engineer must give all materials collected to the City (or to another party at the City's direction). Unless the City specifies otherwise, all files must be saved in Microsoft Word and Excel formats, as applicable. Engineer must maintain Engineer's records relating to Services under this Agreement and Engineer's invoices, and all other materials, in an accessible location and condition for a period of not less than one (1) year after the later of:

- (1) The date when Engineer receives final payment under this Agreement; or
- (2) The date when the City resolves with Engineer the findings of any final audit.

Engineer may retain copies of any original documents Engineer provides to the City and a copy of any material collected from the City in Engineer's confidential files for the purpose of complying with applicable laws or established company procedure regarding the preservation of business records.

52. REUSE OF PROJECT DOCUMENTS. Services and deliverables are for the exclusive use of the City and are not to be relied upon by third parties. All reports, drawings, specifications, documents, and other deliverables of Engineer, whether in hard copy or in electronic form, are instruments of service for a City project, whether the project is completed or not. The City agrees to indemnify Engineer and Engineer's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to the City's related entities' unauthorized reuse, change or alteration of these project documents. Nothing in this Agreement shall constitute a waiver of the statutory limits of liability set forth in N.D.C.C. § 32-12.1-03 or a waiver of any available immunities or defenses.

53. CONFIDENTIAL INFORMATION AND PUBLICITY.

A. Engineer agrees to hold in confidence the following confidential information:

- (1) All information that the City discloses to Engineer; and
- (2) All information to which Engineer gains access while providing Services under this Agreement.

B. Confidential information does not include any information that Engineer can demonstrate has been made available to the public (other than through a breach of this Agreement). As between Engineer and the City, the City owns the confidential information, and the City

authorizes Engineer to use it only for purposes of performing this Agreement. Engineer may also disclose the City's confidential information to the extent necessary to comply with law, provided Engineer gives the City prior written notice. Upon the end date of this Agreement, Engineer must destroy or return all confidential information to the City, at the City's discretion, and certify to the City, in writing, that it has done so; provided, however, such destruction shall include, without limitation, the process of expunging, to the extent reasonably practicable, all such confidential information from any computer, hard drive, word processor, server, backup tape, or other electronic device containing such confidential information. Notwithstanding the foregoing, Engineer may retain one archival copy of the confidential information in its confidential files for the purpose of complying with applicable laws or established company procedure regarding the preservation of business records.

- C. Engineer must not make any public announcement, press release, or other writing relating to the Services under this Agreement without the City's prior written approval.
- D. Engineer understands a breach under this section may result in irreparable damage for which no adequate remedy may be available. Accordingly, injunctive relief and other equitable relief are remedies available to the City.

54. MODIFICATION. This Agreement, including its attachments and schedules, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment approved by the City and executed by Engineer and the President of the City Commission on behalf of the City. It may be modified as to terms and conditions from time to time upon the mutual consent of the parties; however, such modification shall be reduced to writing, signed by the parties and the document appended to and made a part of this Agreement. In the event the City either appoints or engages Engineer as its Broker of Record or in another similar relationship, the parties shall enter into a separate service agreement.

55. FORCE MAJEURE. Engineer is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of Engineer. In any such event, Engineer's contract price and schedule shall be equitably adjusted.

56. WAIVER. A party's waiver of enforcement of any of this Agreement's terms or conditions will be effective only if it is in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default.

The City waives all claims against Engineer, including those for latent defects, that are not brought within six (6) years of substantial completion of a City project or final payment to Engineer, whichever is earlier.

57. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the City, its successors and assigns, and any such successor shall be deemed substituted for the City under the terms of this Agreement. This Agreement shall likewise be binding upon Engineer, its successors and assigns. As used in this Agreement, the term "successor" shall include any person, firm, corporation or other business entity which at any time whether by merger, purchase or otherwise acquires all or substantially all of the assets or business of the corporation.

58. NEGOTIATED AGREEMENT. This Agreement has been arrived at through negotiation between the parties.
59. SEVERABILITY AND SURVIVAL. If any court of competent jurisdiction declares, for any reason, any provision or part of this Agreement to be invalid, illegal, or unenforceable, all remaining terms and provisions of this Agreement will remain binding and enforceable. Limitations of liability, indemnities, and other express representations shall survive termination of this Agreement for any cause.
60. WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THAT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING, COUNTERCLAIM OR DEFENSE BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN ANY CONNECTION WITH THIS AGREEMENT, OR WITH RESPECT TO ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO RELATING TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ALL PARTIES ENTERING INTO THIS AGREEMENT. THIS PROVISION APPLIES ONLY TO SUITS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT AND DOES NOT APPLY TO THIRD PARTY CLAIMS OR SUITS BY OR ON BEHALF OF THE PARTIES FOR PROJECT PROPERTY ACQUISITION AND/OR CONSTRUCTION CONTRACT CLAIMS AND DEFENSES.
61. CONTROLLING LAW AND VENUE. This Agreement, its interpretation and performance, and any other claims related to it shall be controlled by the laws of the State of North Dakota, and any action brought as a result of any claim, demand or cause of action arising under the terms of this Agreement shall be brought in an appropriate venue in the State of North Dakota.

This Agreement is executed the day and year above noted.

CITY:

City of West Fargo

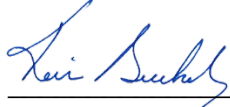
By: _____
Bernie L. Dardis, President of the Board of City
Commissioners

By: _____
Dustin T. Scott, PE, City Administrator

(Additional signatures contained on the following page.)

ENGINEER:

Moore Engineering, Inc.

By: 
Kevin J. Bucholz, PE, President

Date: December 7, 2023

**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** *Holy Cross*

Name of Organization or Group <i>Wild Game Feed</i>		Dates of Activity (Does not include dates for the sales of tickets) <i>March 7, 2024</i>	
Organization or Group Contact Person <i>Jon Aal</i>	E-mail <i>jnqa12@aol.com</i>	Telephone Number <i>701.552.0961</i>	
Business Address <i>3848 Reserve Drive East</i>	City <i>West Fargo</i>	State <i>ND</i>	ZIP Code <i>58078</i>
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name <i>Holy Cross Catholic Church</i>	County <i>Cass</i>
Site Physical Address <i>2711 7th St. East</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.)

Thursday March 7, 5:30-8:30pm 2024

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

Game Type	Description of Prize	Exact Retail Value of Prize
Bingo	Cross Box	399. ⁰⁰
Raffle	12 gauge shotgun, Savage Rifle, Firepit	1088
Chance	Dura Heat Gas Grill, Wagon, Pressure Washer, Firepit	1690
Total (limit \$40,000 per year)		\$ 2177

Intended Uses of Gaming Proceeds

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

☐ Yes ☒ No

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

☐ Yes ☒ No

Has the organization or group received a local permit from 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: *2350* (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>Willie Gertner</i>	Title <i>Co Chair</i>	Telephone Number <i>701-299-0601</i>	E-mail Address <i>gertner.willie@gmail.com</i>
Signature of Organization or Group's Top Official <i>Willie Gertner</i>		Title <i>Co Chair</i>	Date <i>12/6/23</i>



Pledging of Securities Collateral
September 30, 2023

Bank Accounts	Account #	Bank Balance	FDIC Covered	Amount to be		Bank Actual Pledged	Pledged %	Source
				Covered by Pledging				
1st International Bank								
Money Market Checking	1605	\$ 215,000.00	\$ 215,000.00	\$ -	-	-	100%	FDIC
Escrow Account	3232	22,423.80	22,423.80	-	-	-	100%	FDIC
Pledging Account	5253	2,219.74	2,219.74	-	-	-	100%	FDIC
ICS Savings	1605	14,356,775.20	14,356,775.20	-	-	-	100%	FDIC
ICS Savings	3323	15,151,344.05	15,151,344.05	-	-	-	100%	FDIC
Alerus Financial								
Money Market Checking	005	249,035.07	250,000.00	-	-	-	100%	FDIC
ICS Checking	005	12,151,310.96	12,151,310.96	-	-	-	100%	FDIC
Bell State Bank	0239	5,671,015.20	250,000.00	5,421,015.20	6,000,000.00	111%	BND Irrevocable LOC's 7772	
Choice Financial	4131	12,956,759.13	250,000.00	12,706,759.13	13,977,435.04	110%	BND Pledge Pool LOC 7620 7639	
Totals		\$ 60,775,883.15	\$ 42,649,073.75	\$ 18,127,774.33	\$ 19,977,435.04			

**NOTIFICATION TO PARTICIPANTS
OF
ALERUS FINANCIAL, GRAND FORKS, ND
PLEDGE POOL**

In accordance with NDCC'21-04-09, Alerus Financial - Grand Forks provided a security pledge schedule to Bank of North Dakota, as custodian, on 9/30/2023. This schedule reported uninsured public deposits of \$189,202,234.00 requiring a 110% pledge requirement for a total of \$208,122,457.40. Bank of North Dakota verifies the current par value of securities pledged to Alerus Financial - Grand Forks/Pledge Pool ID PGRF, as of is \$310,547,522.78.

Dated 10/16/2023
The Bank of North Dakota, as Custodian

By 
Its Treasurer

GRAND FORKS-ALERUS FINANCIAL
MANDI STREETER
2300 S COLUMBIA RD
PO BOX 6001
GRAND FORKS, ND 58206-6001

Pledged Custody Holdings for Currency USD

As of 09/30/2023
Page 1

Internal USE ONLY
Client Code: PGRF
Client Name: PLEDGE POOL-ALERUS FIN G FORKS
Retention Date: 09/30/2023

Security Receipt	Trade Date	Cost Basis	Current Face Pldg Original Face Pldg	Description Rate, Maturity
041042C91	05/23/2017			ARKANSAS ST GO
174021560				2.80, 07/01/2027
Pledged (PGRF)	As of 04/18/2018		2,060,000.00	PLEDGE POOL-ALERUS FIN G FORKS
07335UAB0	11/17/2021			BAYVIEW MSR OPP FD TR 21-6 A2
174037884				2.50, 10/25/2051
Pledged (PGRF)	As of 03/23/2023		8,873,915.10 10,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
07335UAE4	11/17/2021			BAYVIEW MSR OPP FD TR 21-6 A5
174037883				2.50, 10/25/2051
Pledged (PGRF)	As of 03/27/2023		8,498,553.40 10,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
07336JAE8	10/22/2021			BAYVIEW OPPORTUNITY 21-5 A2
174037462				2.50, 11/25/2051
Pledged (PGRF)	As of 03/27/2023		8,455,551.20 10,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
07780RDC2	12/10/2019			BELGRADE BROOTEN ELROSA MN GO
174029082				4.00, 02/01/2024
Pledged (PGRF)	As of 12/10/2021		325,000.00	PLEDGE POOL-ALERUS FIN G FORKS
07780RDD0	12/10/2019			BELGRADE BROOTEN ELROSA MN GO
174029083				4.00, 02/01/2025
Pledged (PGRF)	As of 10/01/2021		340,000.00	PLEDGE POOL-ALERUS FIN G FORKS
07780RDI7	12/10/2019			BELGRADE BROOTEN ELROSA MN GO
174029085				2.00, 02/01/2030
Pledged (PGRF)	As of 12/13/2021		395,000.00	PLEDGE POOL-ALERUS FIN G FORKS
07780RDK4	12/10/2019			BELGRADE BROOTEN ELROSA MN GO
174029088				2.00, 02/01/2031
Pledged (PGRF)	As of 11/08/2021		405,000.00	PLEDGE POOL-ALERUS FIN G FORKS
091608RB7	06/02/2020			BISMARCK ND PUB SCH DIST GO
174031418				1.375, 05/01/2026
Pledged (PGRF)	As of 08/19/2020		1,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
091608RC5	06/02/2020			BISMARCK ND PUB SCH DIST GO
174031419				1.50, 05/01/2027
Pledged (PGRF)	As of 11/18/2020		1,875,000.00	PLEDGE POOL-ALERUS FIN G FORKS

You are a valued customer of Bank of North Dakota.
We sincerely appreciate your business!



Pledged Custody Holdings for Currency USD

As of 09/30/2023
Page 2

Security Receipt	Trade Date	Cost Basis	Current Face Pldg Original Face Pldg	Description Rate, Maturity
091608RD3	06/02/2020			BISMARCK ND PUB SCH DIST GO
174031420				1.70, 05/01/2028
Pledged (PGRF)	As of 12/21/2020		1,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
091608RE1	06/02/2020			BISMARCK ND PUB SCH DIST GO
174031421				1.80, 05/01/2029
Pledged (PGRF)	As of 11/18/2020		2,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
091608RF8	06/02/2020			BISMARCK ND PUB SCH DIST GO
174031422				1.90, 05/01/2030
Pledged (PGRF)	As of 11/18/2020		1,955,000.00	PLEDGE POOL-ALERUS FIN G FORKS
137781AP5	02/18/2016			CANNON TWP MI GO
174017621				3.00, 11/01/2030
Pledged (PGRF)	As of 03/24/2016		395,000.00	PLEDGE POOL-ALERUS FIN G FORKS
137781AQ3	02/18/2016			CANNON TWP MI GO
174017622				3.00, 11/01/2031
Pledged (PGRF)	As of 03/24/2016		445,000.00	PLEDGE POOL-ALERUS FIN G FORKS
137781AS9	02/18/2016			CANNON TWP MI GO
174017625				3.00, 11/01/2035
Pledged (PGRF)	As of 03/24/2016		1,625,000.00	PLEDGE POOL-ALERUS FIN G FORKS
179093KU2	09/11/2020			CLACKAMAS CNTY OR SCH DIST GO
174032674				1.25, 06/15/2028
Pledged (PGRF)	As of 11/18/2020		3,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
179093KV0	09/11/2020			CLACKAMAS CNTY OR SCH DIST GO
174032673				1.33, 06/15/2029
Pledged (PGRF)	As of 11/18/2020		3,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
179093KW8	09/11/2020			CLACKAMAS CNTY OR SCH DIST GO
174032672				1.43, 06/15/2030
Pledged (PGRF)	As of 11/18/2020		2,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
179093KX6	09/11/2020			CLACKAMAS CNTY OR SCH DIST GO
174032671				1.58, 06/15/2031
Pledged (PGRF)	As of 11/18/2020		1,720,000.00	PLEDGE POOL-ALERUS FIN G FORKS
254278JES	12/10/2019			DILWORTH-GLYNDON-FELTON MN GO
174029133				4.00, 02/01/2025
Pledged (PGRF)	As of 11/08/2021		575,000.00	PLEDGE POOL-ALERUS FIN G FORKS
254278JF2	12/11/2019			DILWORTH-GLYNDON-FELTON MN GO
174029128				4.00, 02/01/2026
Pledged (PGRF)	As of 12/10/2021		425,000.00	PLEDGE POOL-ALERUS FIN G FORKS

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254278J14	12/11/2019			DILWORTH-GL YNDON-FELTON MN GO
174029134				2.00, 02/01/2029
Pledged (PGRF)	As of 11/08/2021		660,000.00	PLEDGE POOL-ALERUS FIN G FORKS
254278J11	12/11/2019			DILWORTH-GL YNDON-FELTON MN GO
174029132				2.00, 02/01/2030
Pledged (PGRF)	As of 05/01/2021		600,000.00	PLEDGE POOL-ALERUS FIN G FORKS
254278J19	12/11/2019			DILWORTH-GL YNDON-FELTON MN GO
174029123				2.00, 02/01/2031
Pledged (PGRF)	As of 03/17/2020		270,000.00	PLEDGE POOL-ALERUS FIN G FORKS
254278J17	12/11/2019			DILWORTH-GL YNDON-FELTON MN GO
174029124				2.00, 02/01/2032
Pledged (PGRF)	As of 05/11/2020		280,000.00	PLEDGE POOL-ALERUS FIN G FORKS
278407NZ0	10/16/2019			EAU CLAIRE CNTY WI PROM NTS GO
174028323				2.00, 09/01/2029
Pledged (PGRF)	As of 05/11/2020		805,000.00	PLEDGE POOL-ALERUS FIN G FORKS
302952AC0	06/07/2017			FRESB 2017-SB32 A10F
174021648				MULTI FAMILY CMO
				2.80, 04/25/2027
Pledged (PGRF)	As of 02/14/2023		5,615,885.30	PLEDGE POOL-ALERUS FIN G FORKS
			10,000,000.00	
302970AG3	02/13/2019			FRESB 2019-SB59 A10F
185002875				Variable, 01/25/2029
Pledged (PGRF)	As of 02/01/2023		629,249.97	PLEDGE POOL-ALERUS FIN G FORKS
			1,100,000.00	
30303HAJ2	05/19/2017			FRESB 2017-SB31 A10F
174021468				2.83, 05/25/2027
Pledged (PGRF)	As of 02/01/2023		6,700,298.30	PLEDGE POOL-ALERUS FIN G FORKS
			10,000,000.00	
30308LAE9	02/13/2019			FRESB 2018-SB57 A10H
174025834				Variable, 08/25/2038
Pledged (PGRF)	As of 08/01/2023		598,653.57	PLEDGE POOL-ALERUS FIN G FORKS
			1,000,000.00	
30312XAH0	12/11/2019			FRESB 2019-SB69 A10H
174029047				Variable, 09/25/2039
Pledged (PGRF)	As of 02/01/2023		7,846,427.43	PLEDGE POOL-ALERUS FIN G FORKS
			9,000,000.00	
3128MDWW9	04/25/2014			FHLMC POOL G14961
174011053				3.50, 01/01/2029
Pledged (PGRF)	As of 07/31/2023		592,221.47	PLEDGE POOL-ALERUS FIN G FORKS
			5,500,000.00	

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3133KYUS6 174034583 Pledged (PGRF)	02/09/2021 As of 03/14/2023		19,718,784.25 25,000,000.00	FHLMC FR RB5104 UMBS 20 YR 1.50, 03/01/2041 PLEDGE POOL-ALERUS FIN G FORKS
3137ARW93 174038573 Pledged (PGRF)	12/22/2021 As of 06/07/2022		30,184.99 1,400,000.00	FHLMC REMIC SERIES 4073 EA 1.50, 02/15/2027 PLEDGE POOL-ALERUS FIN G FORKS
3137F7M44 174033529 Pledged (PGRF)	11/18/2020 As of 04/01/2023		14,313,918.06 23,432,862.00	FHLMC REMIC SERIES 5050 B 1.25, 11/25/2050 PLEDGE POOL-ALERUS FIN G FORKS
3137FYBB1 174035560 Pledged (PGRF)	02/23/2021 As of 04/01/2023		19,240,859.50 25,000,000.00	FHLMC REMIC SERIES 5092 BW 1.50, 03/25/2051 PLEDGE POOL-ALERUS FIN G FORKS
3140QCPN0 174029243 Pledged (PGRF)	01/15/2020 As of 11/21/2022		1,345,913.20 10,000,000.00	FN CA4928 HECM 3.00, 01/01/2050 PLEDGE POOL-ALERUS FIN G FORKS
33851RAA9 174037081 Pledged (PGRF)	09/24/2021 As of 11/08/2021		8,415,067.00 10,000,000.00	FLAGSTAR MTG TR 21-10INV A1 3.00, 10/25/2051 PLEDGE POOL-ALERUS FIN G FORKS
33851RAB7 174037082 Pledged (PGRF)	09/24/2021 As of 11/08/2021		8,415,067.00 10,000,000.00	FLAGSTAR MTG TR 21-10INV A3 2.50, 10/25/2051 PLEDGE POOL-ALERUS FIN G FORKS
33851RAD3 174037083 Pledged (PGRF)	09/24/2021 As of 11/08/2021		7,886,756.00 10,000,000.00	FLAGSTAR MTG TR 21-10INV A6 2.50, 10/25/2051 PLEDGE POOL-ALERUS FIN G FORKS
33851TAD9 174037443 Pledged (PGRF)	10/21/2021 As of 03/23/2023		8,556,111.90 10,000,000.00	FLAGSTAR MTG TRUST 21-11IN A4 2.50, 12/31/2043 PLEDGE POOL-ALERUS FIN G FORKS
343400DW4 174032198 Pledged (PGRF)	07/22/2020 As of 11/08/2021		350,000.00	FLOUR BLUEFF TX IND SCH DIST GO 5.00, 08/15/2026 PLEDGE POOL-ALERUS FIN G FORKS

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343400DX2	07/22/2020			FLOUR BLUFF TX IND SCH DIST GO
174032200				5.00, 08/15/2027
Pledged (PGRF)	As of 11/08/2021		375,000.00	PLEDGE POOL-ALERUS FIN G FORKS
343400DY0	07/22/2020			FLOUR BLUFF TX IND SCH DIST GO
174032204				5.00, 08/15/2028
Pledged (PGRF)	As of 12/21/2020		650,000.00	PLEDGE POOL-ALERUS FIN G FORKS
343400DD7	07/22/2020			FLOUR BLUFF TX IND SCH DIST GO
174032201				5.00, 08/15/2029
Pledged (PGRF)	As of 12/10/2021		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
343400EAL	07/22/2020			FLOUR BLUFF TX IND SCH DIST GO
174032202				5.00, 08/15/2030
Pledged (PGRF)	As of 03/02/2021		565,000.00	PLEDGE POOL-ALERUS FIN G FORKS
35880CE34	06/17/2020			FRISCO TX IND SCH DIST GO
174031804				1.801, 02/15/2031
Pledged (PGRF)	As of 12/21/2020		1,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
35880CE42	06/17/2020			FRISCO TX IND SCH DIST GO
174031802				1.901, 02/15/2032
Pledged (PGRF)	As of 12/10/2021		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
35880CE59	06/17/2020			FRISCO TX IND SCH DIST GO
174031803				2.001, 02/15/2033
Pledged (PGRF)	As of 03/02/2021		540,000.00	PLEDGE POOL-ALERUS FIN G FORKS
36377JM34	11/09/2018			GNMA REMIC TRUST 2010-111 FA
185001483				Variable, 09/20/2040
Pledged (PGRF)	As of 06/05/2023		1,230,243.81	PLEDGE POOL-ALERUS FIN G FORKS
			19,846,842.00	
36380V4J7	08/09/2019			GNMA REMIC TRUST 2018-046 CZ
174027549				3.20, 03/20/2048
Pledged (PGRF)	As of 03/23/2023		4,944,349.70	PLEDGE POOL-ALERUS FIN G FORKS
			4,147,392.00	
395226L43	03/02/2016			GREENFIELD WIS GO
174017777				3.00, 03/01/2032
Pledged (PGRF)	As of 03/24/2016		455,000.00	PLEDGE POOL-ALERUS FIN G FORKS
395226L50	03/02/2016			GREENFIELD WIS GO
174017778				3.00, 03/01/2033
Pledged (PGRF)	As of 03/24/2016		475,000.00	PLEDGE POOL-ALERUS FIN G FORKS
395226L68	03/02/2016			GREENFIELD WIS GO
174017779				3.00, 03/01/2034
Pledged (PGRF)	As of 03/24/2016		490,000.00	PLEDGE POOL-ALERUS FIN G FORKS

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395226L76	03/02/2016			GREENFIELD WIS GO
174017780				3.00, 03/01/2035
Pledged (PGRF)	As of 03/24/2016		495,000.00	PLEDGE POOL-ALERUS FIN G FORKS
395226L84	03/02/2016			GREENFIELD WIS GO
174017781				3.00, 03/01/2036
Pledged (PGRF)	As of 03/24/2016		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
427506JQ4	07/01/2020			HERMANTOWN MN IND SCH DIST GO
174031934				1.506, 02/01/2028
Pledged (PGRF)	As of 12/21/2020		585,000.00	PLEDGE POOL-ALERUS FIN G FORKS
427506JS0	07/01/2020			HERMANTOWN MN IND SCH DIST GO
174031936				1.706, 02/01/2030
Pledged (PGRF)	As of 08/19/2020		700,000.00	PLEDGE POOL-ALERUS FIN G FORKS
432272FV9	05/29/2020			HILLSBOROUGH CA SCH DIST GO
174031559				1.373, 09/01/2026
Pledged (PGRF)	As of 11/08/2021		360,000.00	PLEDGE POOL-ALERUS FIN G FORKS
432272FW7	05/29/2020			HILLSBOROUGH CA SCH DIST GO
174031560				1.523, 09/01/2027
Pledged (PGRF)	As of 04/30/2021		300,000.00	PLEDGE POOL-ALERUS FIN G FORKS
4398663C6	10/21/2016			HOPKINS MN REF TAX INCR GO
174019805				2.00, 02/01/2026
Pledged (PGRF)	As of 06/16/2017		330,000.00	PLEDGE POOL-ALERUS FIN G FORKS
4398663D4	10/21/2016			HOPKINS MN REF TAX INCR GO
174019806				2.00, 02/01/2027
Pledged (PGRF)	As of 06/16/2017		345,000.00	PLEDGE POOL-ALERUS FIN G FORKS
4398663E2	10/21/2016			HOPKINS MN REF TAX INCR GO
174019807				2.00, 02/01/2028
Pledged (PGRF)	As of 06/16/2017		355,000.00	PLEDGE POOL-ALERUS FIN G FORKS
4455QAC3	11/16/2021			HUNDRED ACRE WOOD 21-INV3 A3
174037862				2.50, 10/25/2051
Pledged (PGRF)	As of 03/23/2023		8,807,039.00	PLEDGE POOL-ALERUS FIN G FORKS
			10,000,000.00	
448348LN0	12/10/2019			HUTCHINSON MN IND SCH DIST GO
174029125				4.00, 02/01/2025
Pledged (PGRF)	As of 01/28/2021		300,000.00	PLEDGE POOL-ALERUS FIN G FORKS
46592EAC0	06/10/2021			JP MORGAN MTG TR 2021-1 A3
174036443				2.50, 06/25/2051
Pledged (PGRF)	As of 03/23/2023		2,793,305.43	PLEDGE POOL-ALERUS FIN G FORKS
			4,475,000.00	

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46592NAF3 189001468 Pledged (PGRF)	08/05/2021 As of 11/21/2022		3,803,020.15 5,000,000.00	JP MORGAN MTG TRUST 2021-7 A4 Variable, 11/25/2051 PLEDGE POOL-ALERUS FIN G FORKS
46592NAF3 189001478 Pledged (PGRF)	08/25/2021 As of 02/01/2023		3,803,020.15 5,000,000.00	JP MORGAN MTG TRUST 2021-7 A4 Variable, 11/25/2051 PLEDGE POOL-ALERUS FIN G FORKS
46654KAF4 189001528 Pledged (PGRF)	08/27/2021 As of 11/30/2021		7,698,013.90 10,000,000.00	JPM CMO 2021-11 A4 2.50, 01/25/2052 PLEDGE POOL-ALERUS FIN G FORKS
480700C43 174019642 Pledged (PGRF)	09/20/2016 As of 11/10/2016		295,000.00	JORDAN MN REF GO 2.00, 02/01/2024 PLEDGE POOL-ALERUS FIN G FORKS
480700C50 174019634 Pledged (PGRF)	09/20/2016 As of 11/10/2016		120,000.00	JORDAN MN REF GO 2.00, 02/01/2025 PLEDGE POOL-ALERUS FIN G FORKS
480700C76 174019637 Pledged (PGRF)	09/20/2016 As of 11/10/2016		240,000.00	JORDAN MN REF GO 2.00, 02/01/2027 PLEDGE POOL-ALERUS FIN G FORKS
480700C92 174019638 Pledged (PGRF)	09/20/2016 As of 11/10/2016		245,000.00	JORDAN MN REF GO 2.00, 02/01/2029 PLEDGE POOL-ALERUS FIN G FORKS
480700Z73 174017448 Pledged (PGRF)	02/22/2016 As of 03/02/2016		205,000.00	JORDAN MN IMP & UTIL GO 3.00, 02/01/2027 PLEDGE POOL-ALERUS FIN G FORKS
536060PT7 174019905 Pledged (PGRF)	10/25/2016 As of 06/16/2017		145,000.00	LINO LAKES MN WTR UTIL GO 2.00, 02/01/2024 PLEDGE POOL-ALERUS FIN G FORKS
536060PU4 174019904 Pledged (PGRF)	10/25/2016 As of 06/16/2017		145,000.00	LINO LAKES MN WTR UTIL GO 2.00, 02/01/2025 PLEDGE POOL-ALERUS FIN G FORKS
536060PV2 174019908 Pledged (PGRF)	10/25/2016 As of 06/16/2017		150,000.00	LINO LAKES MN WTR UTIL GO 2.00, 02/01/2026 PLEDGE POOL-ALERUS FIN G FORKS

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536060PW0 174019907	10/25/2016			LINO LAKES MN WTR UTIL GO 2.00, 02/01/2027
Pledged (PGRF)	As of 06/16/2017		150,000.00	PLEDGE POOL-ALERUS FIN G FORKS
547160WC1 174028575	10/23/2019			LOVEJOY TX IND SCH DIST GO 2.25, 02/15/2035
Pledged (PGRF)	As of 05/11/2020		1,935,000.00	PLEDGE POOL-ALERUS FIN G FORKS
562578MS0 174017973	03/22/2016			MANDAN ND PUB SCH DIST GO 2.00, 08/01/2026
Pledged (PGRF)	As of 04/07/2016		260,000.00	PLEDGE POOL-ALERUS FIN G FORKS
562578MV3 174017977	03/22/2016			MANDAN ND PUB SCH DIST GO 2.25, 08/01/2029
Pledged (PGRF)	As of 04/07/2016		240,000.00	PLEDGE POOL-ALERUS FIN G FORKS
567385GU7 174018396	04/28/2016			MARICOPA CNTY AZ SCH DIST GO 2.00, 07/01/2025
Pledged (PGRF)	As of 10/04/2016		125,000.00	PLEDGE POOL-ALERUS FIN G FORKS
567385GW3 174018398	04/28/2016			MARICOPA CNTY AZ SCH DIST GO 3.50, 07/01/2027
Pledged (PGRF)	As of 10/04/2016		200,000.00	PLEDGE POOL-ALERUS FIN G FORKS
567385GX1 174018399	04/28/2016			MARICOPA CNTY AZ SCH DIST GO 3.00, 07/01/2028
Pledged (PGRF)	As of 10/04/2016		290,000.00	PLEDGE POOL-ALERUS FIN G FORKS
56781RJ15 174025823	02/28/2019			MARIN CA CMNTY COLLEGE DIST GO 3.94, 08/01/2034
Pledged (PGRF)	As of 12/10/2021		1,685,000.00	PLEDGE POOL-ALERUS FIN G FORKS
585490AK1 174038565	01/19/2022			MELLO MTG CMO 22-INV1 A4 2.50, 03/25/2052
Pledged (PGRF)	As of 03/23/2023		8,679,485.90 10,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
58549RACO 174036559	07/19/2021			MELLO MTG CAP ACCEP 2021-MTG3 2.50, 07/25/2051
Pledged (PGRF)	As of 03/23/2023		3,649,643.95 5,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
592240QT5 174030564	04/02/2020			MET PARK DIST OF TACOMA WA GO 3.00, 12/01/2024
Pledged (PGRF)	As of 05/01/2021		940,000.00	PLEDGE POOL-ALERUS FIN G FORKS
600038MB6 174031099	04/20/2020			MILL VALLEY CA SCH DIST GO 2.08, 08/01/2030
Pledged (PGRF)	As of 03/02/2021		510,000.00	PLEDGE POOL-ALERUS FIN G FORKS

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653234U93	05/22/2020			NEWTOWN CONN GO
174031375				1.65, 08/15/2026
Pledged (PGRF)	As of 11/18/2020		2,365,000.00	PLEDGE POOL-ALERUS FIN G FORKS
653234V27	05/22/2020			NEWTOWN CONN
174031376				1.75, 08/15/2027
Pledged (PGRF)	As of 12/10/2021		370,000.00	PLEDGE POOL-ALERUS FIN G FORKS
653234V35	05/22/2020			NEWTOWN CONN
174031377				1.90, 08/15/2028
Pledged (PGRF)	As of 12/21/2020		750,000.00	PLEDGE POOL-ALERUS FIN G FORKS
653234V43	05/22/2020			NEWTOWN CONN GO
174031378				2.00, 08/15/2029
Pledged (PGRF)	As of 03/02/2021		550,000.00	PLEDGE POOL-ALERUS FIN G FORKS
653234V50	05/22/2020			NEWTOWN CONN
174031379				2.05, 08/15/2030
Pledged (PGRF)	As of 03/02/2021		530,000.00	PLEDGE POOL-ALERUS FIN G FORKS
666179A55	08/17/2016			NORTHFIELD MN IMP & UTIL GO
174019346				2.00, 02/01/2024
Pledged (PGRF)	As of 10/04/2016		190,000.00	PLEDGE POOL-ALERUS FIN G FORKS
666179A13	08/17/2016			NORTHFIELD MN IMP & UTIL GO
174019350				2.00, 02/01/2025
Pledged (PGRF)	As of 10/04/2016		200,000.00	PLEDGE POOL-ALERUS FIN G FORKS
666179AU0	08/17/2016			NORTHFIELD MN IMP & UTIL GO
174019348				1.55, 02/01/2026
Pledged (PGRF)	As of 10/04/2016		200,000.00	PLEDGE POOL-ALERUS FIN G FORKS
666179AV8	08/17/2016			NORTHFIELD MN IMP & UTIL GO
174019349				1.65, 02/01/2027
Pledged (PGRF)	As of 10/04/2016		205,000.00	PLEDGE POOL-ALERUS FIN G FORKS
67114RAE2	09/24/2021			ONSLow BAY FINANC 21-INV1 A5
174037143				2.50, 09/25/2051
Pledged (PGRF)	As of 11/30/2021		8,360,546.70	PLEDGE POOL-ALERUS FIN G FORKS
			10,000,000.00	
67115NAG5	01/21/2022			ONSLow BAY FINANCIAL 22-INV1
174038639				2.50, 12/25/2051
Pledged (PGRF)	As of 03/23/2023		8,413,449.10	PLEDGE POOL-ALERUS FIN G FORKS
			10,000,000.00	
689900P28	11/05/2019			OUTAGAMIE CNTY WI PROM NOTE GO
174028645				2.00, 09/01/2028
Pledged (PGRF)	As of 12/21/2020		705,000.00	PLEDGE POOL-ALERUS FIN G FORKS

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689900P36	11/05/2019			OUTAGAMIE CNTY WI PROM NOTE GO
174028644				2.00, 09/01/2029
Pledged (PGRF)	As of 12/10/2021		520,000.00	PLEDGE POOL-ALERUS FIN G FORKS
69359DAE3	07/19/2021			PRMI SECURITIZATION TR 2021-1
189001094				Variable, 04/25/2051
Pledged (PGRF)	As of 03/23/2023		3,695,290.50 4,400,000.00	PLEDGE POOL-ALERUS FIN G FORKS
698873G26	11/18/2020			PAPILLION-LA VISTA NE SCH GO
174033585				.674, 12/01/2024
Pledged (PGRF)	As of 11/08/2021		460,000.00	PLEDGE POOL-ALERUS FIN G FORKS
698873G34	11/18/2020			PAPILLION-LA VISTA NE SCH GO
174033584				.724, 12/01/2025
Pledged (PGRF)	As of 11/08/2021		450,000.00	PLEDGE POOL-ALERUS FIN G FORKS
702334EC3	07/24/2020			PASADENA TX INDP SCH GO
174032228				5.00, 02/15/2025
Pledged (PGRF)	As of 03/02/2021		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
702334EJ8	07/24/2020			PASADENA TX INDPT SCH GO
174032224				1.569, 02/15/2031
Pledged (PGRF)	As of 03/02/2021		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
702334EK5	07/24/2020			PASADENA TX IND SCH GO
174032226				1.669, 02/15/2032
Pledged (PGRF)	As of 12/21/2020		600,000.00	PLEDGE POOL-ALERUS FIN G FORKS
713567HG3	07/09/2020			PEQUOT LAKES MN ISD GO
174032139				.726, 02/01/2024
Pledged (PGRF)	As of 12/21/2020		925,000.00	PLEDGE POOL-ALERUS FIN G FORKS
713567HJ7	07/09/2020			PEQUOT LAKES MN ISD GO
174032137				1.072, 02/01/2026
Pledged (PGRF)	As of 11/08/2021		450,000.00	PLEDGE POOL-ALERUS FIN G FORKS
713567HK4	07/09/2020			PEQUOT LAKES MN ISD GO
174032134				1.202, 02/01/2027
Pledged (PGRF)	As of 05/01/2021		300,000.00	PLEDGE POOL-ALERUS FIN G FORKS
713567HM0	07/09/2020			PEQUOT LAKES MN ISD GO
174032136				1.513, 02/01/2029
Pledged (PGRF)	As of 12/10/2021		430,000.00	PLEDGE POOL-ALERUS FIN G FORKS
713567HN8	07/09/2020			PEQUOT LAKES MN ISD GO
174032135				1.613, 02/01/2030
Pledged (PGRF)	As of 08/18/2021		305,000.00	PLEDGE POOL-ALERUS FIN G FORKS

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Pledged Custody Holdings for Currency USD

As of 09/30/2023
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Security Receipt	Trade Date	Cost Basis	Current Face Pldg Original Face Pldg	Description Rate, Maturity
722647LZ5	12/16/2020			PINE ISLAND MN IND SCH DIST GO
185008003				4.00, 02/01/2025
Pledged (PGRF)	As of 03/02/2021		650,000.00	PLEDGE POOL-ALERUS FIN G FORKS
722647MA9	12/16/2020			PINE ISLAND MN IND SCH DIST GO
185008004				4.00, 02/01/2026
Pledged (PGRF)	As of 03/02/2021		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
763326CQ6	10/26/2016			RICHFIELD MN REF SER B GO
174019882				2.00, 02/01/2028
Pledged (PGRF)	As of 06/16/2017		530,000.00	PLEDGE POOL-ALERUS FIN G FORKS
797272RG8	09/25/2019			SAN DIEGO CA CMNTY CLG DIST GO
174028181				3.316, 08/01/2041
Pledged (PGRF)	As of 11/18/2020		2,500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
812627EA1	05/24/2017			SEATTLE WA REF & IMP TAXABL GO
174021602				2.80, 11/01/2026
Pledged (PGRF)	As of 04/11/2018		680,000.00	PLEDGE POOL-ALERUS FIN G FORKS
81748WAF3	08/25/2021			SEQUOIA MTGE TRUST 2021-4 CMO
189001479				Variable, 06/25/2051
Pledged (PGRF)	As of 02/01/2022		4,002,702.20	PLEDGE POOL-ALERUS FIN G FORKS
			5,000,000.00	
81748YAD4	09/21/2021			SEQUOIA MORTGAGE TRUST 21-6 A4
174036997				2.50, 10/25/2051
Pledged (PGRF)	As of 11/08/2021		8,286,635.70	PLEDGE POOL-ALERUS FIN G FORKS
			10,000,000.00	
833715HF5	05/18/2020			SOCORRO TX IND SCH DIST GO
174031436				5.00, 08/15/2026
Pledged (PGRF)	As of 03/02/2021		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
833715HH1	05/18/2020			SOCORRO TX IND SCH DIST GO
174031438				5.00, 08/15/2028
Pledged (PGRF)	As of 12/21/2020		750,000.00	PLEDGE POOL-ALERUS FIN G FORKS
833715HJ7	05/18/2020			SOCORRO TX IND SCH DIST GO
174031440				5.00, 08/15/2029
Pledged (PGRF)	As of 11/18/2020		1,250,000.00	PLEDGE POOL-ALERUS FIN G FORKS
879743PA4	08/14/2020			TEMPE AZ UNIO HIGH SCH DIST GO
174032419				1.494, 07/01/2029
Pledged (PGRF)	As of 03/02/2021		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
879743PB2	08/14/2020			TEMPE AZ UNIO HIGH SCH DIST GO
174032420				1.594, 07/01/2030
Pledged (PGRF)	As of 03/02/2021		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS

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Pledged Custody Holdings for Currency USD

As of 09/30/2023
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Security Receipt	Trade Date	Cost Basis	Current Face Pldg Original Face Pldg	Description Rate, Maturity
879743PC0 174032421	08/14/2020			TEMPE AZ UNIO HIGH SCH DIST GO 1.714, 07/01/2031
Pledged (PGRF)	As of 03/02/2021		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
879743PD8 174032423	08/14/2020			TEMPE AZ UNIO HIGH SCH DIST GO 1.814, 07/01/2032
Pledged (PGRF)	As of 12/21/2020		755,000.00	PLEDGE POOL-ALERUS FIN G FORKS
883883PG9 174031391	05/06/2020			THIEF RIVER FALLS MN ISD GO 3.00, 02/01/2027
Pledged (PGRF)	As of 12/21/2020		750,000.00	PLEDGE POOL-ALERUS FIN G FORKS
883883PH7 174031393	05/06/2020			THIEF RIVER FALLS MN ISD GO 2.08, 02/01/2028
Pledged (PGRF)	As of 03/02/2021		850,000.00	PLEDGE POOL-ALERUS FIN G FORKS
883883PJ3 174031392	05/06/2020			THIEF RIVER FALLS MN ISD GO 2.13, 02/01/2029
Pledged (PGRF)	As of 03/02/2021		850,000.00	PLEDGE POOL-ALERUS FIN G FORKS
883883PK0 174031390	05/06/2020			THIEF RIVER FALLS MN ISD GO 2.23, 02/01/2030
Pledged (PGRF)	As of 03/02/2021		550,000.00	PLEDGE POOL-ALERUS FIN G FORKS
901561HZ6 174032503	09/02/2020			TWIN FALLS CNTY ID SCH DIST GO 4.00, 09/15/2028
Pledged (PGRF)	As of 12/21/2020		775,000.00	PLEDGE POOL-ALERUS FIN G FORKS
901561JA9 174032506	09/02/2020			TWIN FALLS CNTY ID SCH DIST GO 4.00, 09/15/2029
Pledged (PGRF)	As of 11/18/2020		1,250,000.00	PLEDGE POOL-ALERUS FIN G FORKS
901561JB7 174032504	09/01/2020			TWIN FALLS CNTY ID SCH DIST GO 1.531, 09/15/2030
Pledged (PGRF)	As of 12/21/2020		1,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
901561JC5 174032505	09/01/2020			TWIN FALLS CNTY ID SCH DIST GO 1.631, 09/15/2031
Pledged (PGRF)	As of 11/18/2020		1,080,000.00	PLEDGE POOL-ALERUS FIN G FORKS
91824NAD4 174037159	08/26/2021			UNITED WHOLESALE MTG 2021-1 A4 Variable, 06/25/2051
Pledged (PGRF)	As of 12/20/2021		7,133,815.20 10,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
930047MU6 174016951	01/06/2016			WACONIA MN IND SCH DIST GO 4.00, 02/01/2024
Pledged (PGRF)	As of 03/02/2016		1,185,000.00	PLEDGE POOL-ALERUS FIN G FORKS

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Pledged Custody Holdings for Currency USD

As of 09/30/2023
Page 13

Security Receipt	Trade Date	Cost Basis	Current Face Pldg Original Face Pldg	Description Rate, Maturity
930047ND3	09/13/2016			WACONIA MN IND SCH DIST GO
174019461				2.00, 02/01/2024
Pledged (PGRF)	As of 11/10/2016		680,000.00	PLEDGE POOL-ALERUS FIN G FORKS
930047NE1	09/13/2016			WACONIA MN IND SCH DIST GO
174019464				2.00, 02/01/2025
Pledged (PGRF)	As of 11/10/2016		845,000.00	PLEDGE POOL-ALERUS FIN G FORKS
930047NF8	09/13/2016			WACONIA MN IND SCH DIST GO
174019459				2.00, 02/01/2026
Pledged (PGRF)	As of 11/10/2016		520,000.00	PLEDGE POOL-ALERUS FIN G FORKS
930047NG6	09/13/2016			WACONIA MN IND SCH DIST GO
174019457				2.00, 02/01/2027
Pledged (PGRF)	As of 11/10/2016		310,000.00	PLEDGE POOL-ALERUS FIN G FORKS
930047NH4	09/13/2016			WACONIA MN IND SCH DIST GO
174019456				2.00, 02/01/2028
Pledged (PGRF)	As of 11/10/2016		300,000.00	PLEDGE POOL-ALERUS FIN G FORKS
933570BB8	02/22/2016			WALWORTH WI JT SCH DIST GO
174017457				3.00, 03/01/2026
Pledged (PGRF)	As of 03/02/2016		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
938429V95	06/18/2020			WASHINGTON CNTY OR SCH DIST GO
174031679				1.593, 06/15/2028
Pledged (PGRF)	As of 11/18/2020		1,500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
938429W45	06/18/2020			WASHINGTON CNTY OR SCH DIST GO
174031680				1.843, 06/15/2031
Pledged (PGRF)	As of 11/18/2020		3,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
938429W60	06/18/2020			WASHINGTON CNTY OR SCH DIST GO
174031678				2.043, 06/15/2033
Pledged (PGRF)	As of 11/18/2020		1,500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
949798AB8	09/15/2021			WELLS FARGO MRT BCK 2021-2 A2
174036835				2.00, 06/25/2051
Pledged (PGRF)	As of 11/08/2021		5,743,543.75	PLEDGE POOL-ALERUS FIN G FORKS
			6,760,000.00	
Pledged USD Par			310,547,522.78	
Pledged USD Orig Face			404,832,096.00	

You are a valued customer of Bank of North Dakota.
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MEMORANDUM

To: Pledge Pool Participants

From: Raela E Kalis
Senior Accounting Specialist
Choice Bank

Subject: Quarterly Pledge Information

Date: October 23, 2023

Enclosed is a copy of the Notification to Participants of the Choice Financial Pledge Pool. This Statement confirms the adequacy of Choice Financial pledges for public funds on deposit in the bank as of September 30, 2023. Please retain this information for use during financial audits of your organization.

Questions regarding pledge coverage should be directed to me at 701-549-3761. I will be happy to help you in any way I can.

Thank you.

Raela E. Kalis
Senior Accounting Specialist

**NOTIFICATION TO PARTICIPANTS
OF
CHOICE FINANCIAL, GRAFTON, ND
PLEDGE POOL**

In accordance with NDCC'21-04-09, Choice Financial-Grafton provided a security pledge schedule to Bank of North Dakota, as custodian, on 9/30/2023. This schedule reported uninsured public deposits of \$102,373,747.00 requiring a 110% pledge requirement for a total of \$112,611,121.70. Bank of North Dakota verifies the current par value of securities pledged to Choice Financial-Grafton/Pledge Pool ID PGRA, as of is \$134,000,000.00.

Dated 10/16/2023
The Bank of North Dakota, as Custodian

By 
Its Treasurer

GRAFTON-CHOICE FINANCIAL GROUP
RAELA KALIS
PO BOX 468
WALHALLA, ND 58282-0468

Pledged Custody Holdings for Currency USD

Internal USE ONLY
Client Code: PGRA
Client Name: PLEDGE POOL- CHOICE FN GRAFTON
Retention Date:
As of 09/29/2023
Page 1

Security Receipt	Trade Date	Cost Basis	Current Face Pldg Original Face Pldg	Description Rate, Maturity
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You are a valued customer of Bank of North Dakota.
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LOC 134,000,000

No pledged holdings in custody as of statement date



bellbanks.com Member FDIC

October 13, 2023

City of West Fargo
Attn: Heide Delorme
800 4 Ave E, Ste. 1
West Fargo, ND 58078

Dear Heidi;

The following is a summary of your October 2023 Deposit Pledge coverage with Bell Bank.

On October 13, 2023, the City of West Fargo had \$5,679,005 on deposit with Bell Bank. As of October 13, there was \$6,000,000 in Bank of North Dakota Letters of Credit in place to cover an equal amount of deposits.

Enclosed is the documentation for the pledge coverage.

If you have any questions, or need anything further please give me a call at 701-451-7501.

Sincerely,

A handwritten signature in blue ink that reads "Lori Faulkner".

Lori Faulkner
Finance Officer II
Bell Bank



IRREVOCABLE STANDBY LETTER OF CREDIT
BANK OF NORTH DAKOTA INVESTMENTS
SFN 60360 (10-2013)

Irrevocable Standby Letter of Credit Number 7772	Issue Date 10/20/2023	Expiration Date 10/18/2024
Name and Address of Entity and Contact City of West Fargo Attn: Heidi Delorme 800 4th Ave East West Fargo, ND 58078		

Bank of North Dakota Customer Bell Bank, Fargo

We hereby establish our irrevocable standby credit in your favor on the behalf of our Customer (Customer) , for the account indicated above, for a sum or sums not exceeding in all \$3,000,000 DOLLARS UNITED STATES CURRENCY (the Stated Amount) and authorize you to draw on the Bank of North Dakota (the Bank), for account of Customer), available by your presentation made at our office located at 1200 Memorial Highway, Bismarck, North Dakota 58504-5509 of:

- (1) A written certificate, appropriately completed, signed by you in the form of Exhibit "A" attached hereto; and
- (2) All certificates of deposit, savings account passbooks or other documents evidencing deposits of public funds by you with our Customer, including the amounts and account numbers.

We hereby agree that all drawings under and in compliance with the terms of this Letter of Credit will be duly honored by us upon compliance with the terms as specified above, if presented at our office on or before the expiration date hereof. A drawing under this Letter of Credit may also be made in the form of a writing, in the form provided for above and transmitted by any telecommunication facility sent by you and received by us at our office indicated above, provided that you undertake in such writing to send us the appropriate certificate and information referred to above within three business days of sending such writing. If requested by you, payment under this Letter of Credit may be made by deposit of immediately available funds into a designated account that you maintain with us. If a drawing made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we will give you prompt notice stating the reasons therefore and that we are holding any documents presented to us at your disposal or are returning the same to you, at our discretion. Upon being notified that the drawing was not in accordance with the Letter of Credit, you may attempt to correct any such drawing if, and to the extent that, you are entitled (without regard to the provision of this sentence) and able to do so. As used herein "business day" shall mean any day other than a Saturday, Sunday or a day on which financial institutions in the State of North Dakota are authorized or required by law to close.

Drawings in respect to payments hereunder honored by us shall not, in the aggregate, exceed the stated amount. It is a condition that the amount of the credit available with respect to this Letter of Credit relating to any deposit of public funds with the Customer will be automatically reduced by the amount of any withdrawals made by you from the deposit.

Only you may make a drawing under this Letter of Credit. Upon the payment to you, to your designee or to your account of the amount specified in a certificate drawn hereunder, we shall be fully discharged on our obligation under this Letter of Credit with respect to such certificates and we shall not thereafter be obligated to make any further payments under this Letter of Credit in respect of such certificates to you or any other person.

This Letter of Credit shall automatically terminate and be delivered to the Bank for cancellation upon the earlier of (i) the making by you of a drawing which reduces the available balance of the public funds deposited with the Customer to \$0, or (ii) the expiration date of this Letter of Credit.

This Letter of Credit, except as otherwise expressly stated herein, is subject to Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce, Publication No. 600 (the "Uniform Customs"). This Letter of Credit shall be governed by North Dakota law, including, but not limited to Article Five of the North Dakota Uniform Commercial Code, NDCC chapter 41-05. Communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at 1200 Memorial Highway, Bismarck, North Dakota 58504-5509, Attention: Investment Department, specifically referring thereon to the above-listed Line of Credit Number.

This letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement referred to herein except only the certificate referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement except for such certificate.

Bank of North Dakota 1200 Memorial Highway
Bismarck, ND 58504-5509

Name	<i>Meghan Bohrmann</i>
Title	Accounting

Name	<i>Devon Smith</i>
Title	Treasury

EXHIBIT A
CERTIFICATE AND SIGHT DRAFT

To: Bank of North Dakota
1200 Memorial Highway
Bismarck, ND 58504-5509

At sight pay to the order of

Name of Payee	Amount
---------------	--------

This draft is drawn under

Irrevocable Standby Letter of Credit Number ("Letter of Credit") 7620	Dated
--	-------

Issued by Bank of North Dakota

The undersigned, a duly authorized officer of the above-named Payee, hereby certifies to The Bank of North Dakota (the "Bank"), with reference to the above Irrevocable Standby Letter of Credit (any capitalized term used herein and not defined shall have its respective meaning as set forth in the Letter of Credit) issued by the Bank in the favor of the Payee, that:

- (1) The Payee is making a drawing with respect to the payment of amounts due it from:

Name of Customer

- (2) The Payee has contacted the Customer and requested return of the public funds deposited with the Customer and that five business days have passed from the date of Payees request and the Customer has refused to return the public funds as requested.
- (3) The following listing identifies the amount of the public funds and the accounts in which those public funds are deposited:
- (4) The Payee has included with this Certificate all documents required by the Customer to claim title to the public funds deposited with Customer including all certificates of deposit, savings account passbooks or other documents required by the Customer.

- (5)

Amount of Request to Draw on this Certificate	Not to Exceed this Amount (includes amounts of all previous drafts)
---	--

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate and sight draft as of the ____ day of _____, 20____.

Name	Title
------	-------

EXHIBIT A
CERTIFICATE AND SIGHT DRAFT

To: Bank of North Dakota
1200 Memorial Highway
Bismarck, ND 58504-5509

At sight pay to the order of

Name of Payee	Amount
---------------	--------

This draft is drawn under

Irrevocable Standby Letter of Credit Number ("Letter of Credit") 7639	Dated
--	-------

Issued by Bank of North Dakota

The undersigned, a duly authorized officer of the above-named Payee, hereby certifies to The Bank of North Dakota (the "Bank"), with reference to the above Irrevocable Standby Letter of Credit (any capitalized term used herein and not defined shall have its respective meaning as set forth in the Letter of Credit) issued by the Bank in the favor of the Payee, that:

- (1) The Payee is making a drawing with respect to the payment of amounts due it from:

Name of Customer

- (2) The Payee has contacted the Customer and requested return of the public funds deposited with the Customer and that five business days have passed from the date of Payees request and the Customer has refused to return the public funds as requested.

- (3) The following listing identifies the amount of the public funds and the accounts in which those public funds are deposited:

- (4) The Payee has included with this Certificate all documents required by the Customer to claim title to the public funds deposited with Customer including all certificates of deposit, savings account passbooks or other documents required by the Customer.

- (5)

Amount of Request to Draw on this Certificate	Not to Exceed this Amount (includes amounts of all previous drafts)
---	--

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate and sight draft as of the ____ day of _____, 20____.

Name	Title
------	-------

*** Consent Agenda ***

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Lisa Sankey
2. PHONE NUMBER: 515-5370 DATE: December 4, 2023
3. AGENDA TITLE:
Steffes 10th Addition, a replat of Lot 4, Block 1 of Steffes 8th Addition (445 7th Street NW), City of West Fargo, North Dakota.
4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
Approve final plat of Steffes 10th Addition. At their November 14, 2023 meeting, the West Fargo Planning and Zoning Commission voted to recommend approval of the proposed replat on the basis it is consistent with City plans and ordinances.
5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
Lot 4, Block 1 of Steffes 8th Addition (445 7th Street NW), City of West Fargo, North Dakota
6. ACTION BEING REQUESTED FROM CITY COMMISSION:
Approve Final Plat

STAFF REPORT

A23-28 REPLAT	
Steffes 10 th Addition	
445 7 th Street NW (Lot 4, Block 1 of Steffes 8 th Addition), City of West Fargo, North Dakota	
Owner/Applicant: Kim Alberty (Agassiz Seeds)	Staff Contact: Lisa Sankey
Planning & Zoning Commission Public Hearing:	11-14-2023 - Approved
City Commission Final Plat Approval:	12-18-2023

PURPOSE:

Vacate a portion of a permanent storm sewer easement along the north property line for development purposes.

STATEMENTS OF FACT:

Land Use Classification:	G-4A Core Retrofit Growth Area
Existing Land Use:	Light Industrial
Current Zoning District(s):	LI: Light Industrial
Zoning Overlay District(s):	None
Proposed Zoning District(s):	Unchanged
Proposed Lot size(s) or range:	217,069 ft ²
Total area size:	4.98 acres
Adjacent Zoning Districts:	LI: Light Industrial
Adjacent street(s):	6 th & 7 th Streets NW (Local)
Adjacent Bike/Pedestrian Facilities:	None
Available Parks/Trail Facilities:	None
Land Dedication Requirements:	Provided with previous subdivision

DISCUSSION AND OBSERVATIONS:

- The applicant is proposing to replat a lot, to vacate a portion of a permanent storm sewer easement along the north property line from 25 to 10 feet to allow building an addition onto the existing warehouse.
- The site is developed with light industrial uses.
- City staff reviewed and has no concerns. Engineering indicated drainage issues have been addressed and there are no future plans to add City infrastructure into the footprint of the vacation.

NOTICES:

Sent to:	Applicable agencies and departments
Comments Received:	
• None to date.	

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

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

STAFF REPORT

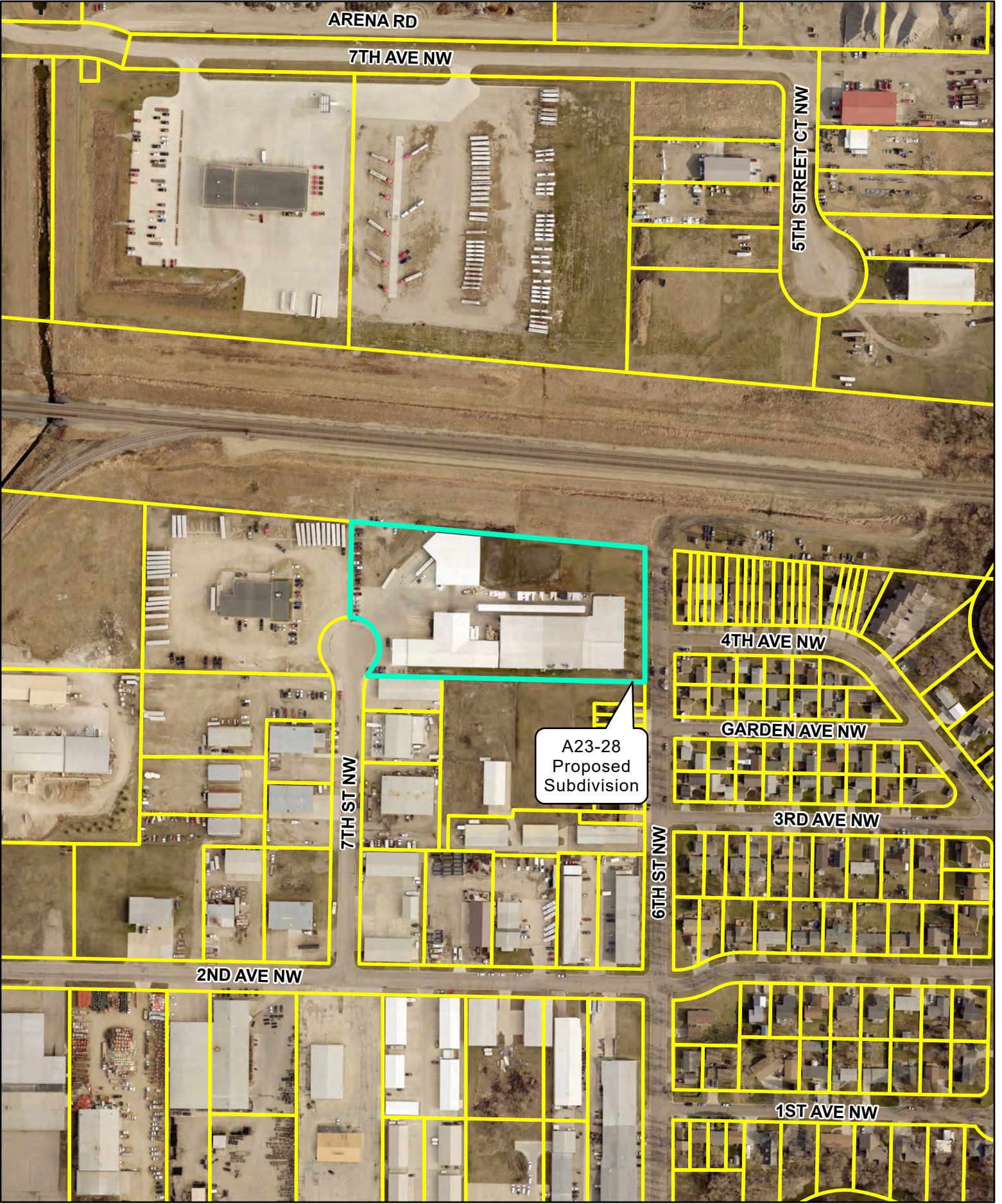
PLANNING & ZONING RECOMMENDATION:

At their November 14, 2023 meeting, the West Fargo Planning and Zoning Commission voted to recommend approval of the proposed subdivision on the basis that it is consistent with City plans and ordinances.

RECOMMENDATIONS:

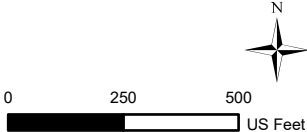
It is recommended that the City approve the proposed application on the basis it is consistent with City plans and ordinances.

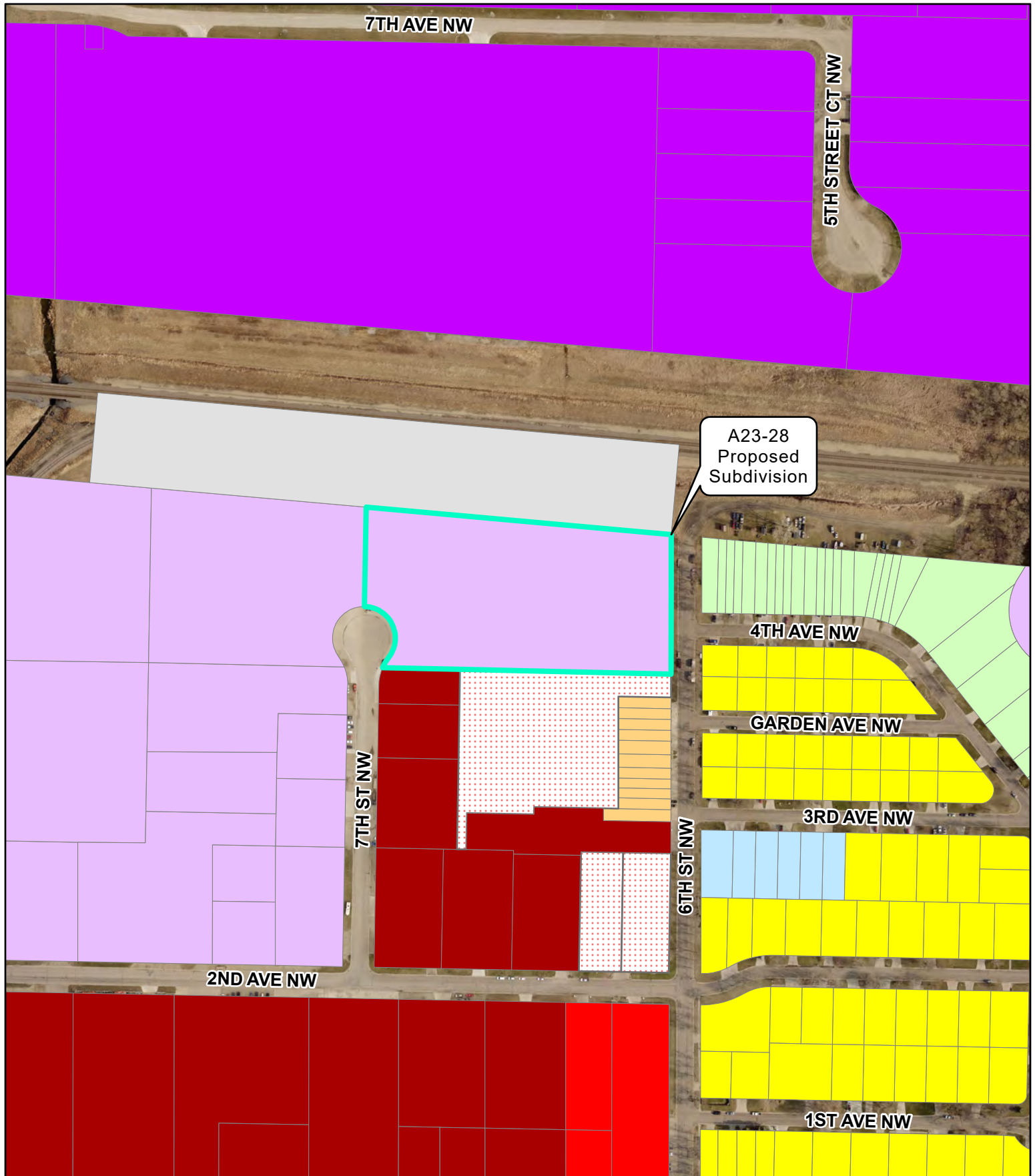
- Aerial map
- Zoning map
- Site Plan
- Final Plat



Features

Agenda Zone Lots





West Fargo Zoning

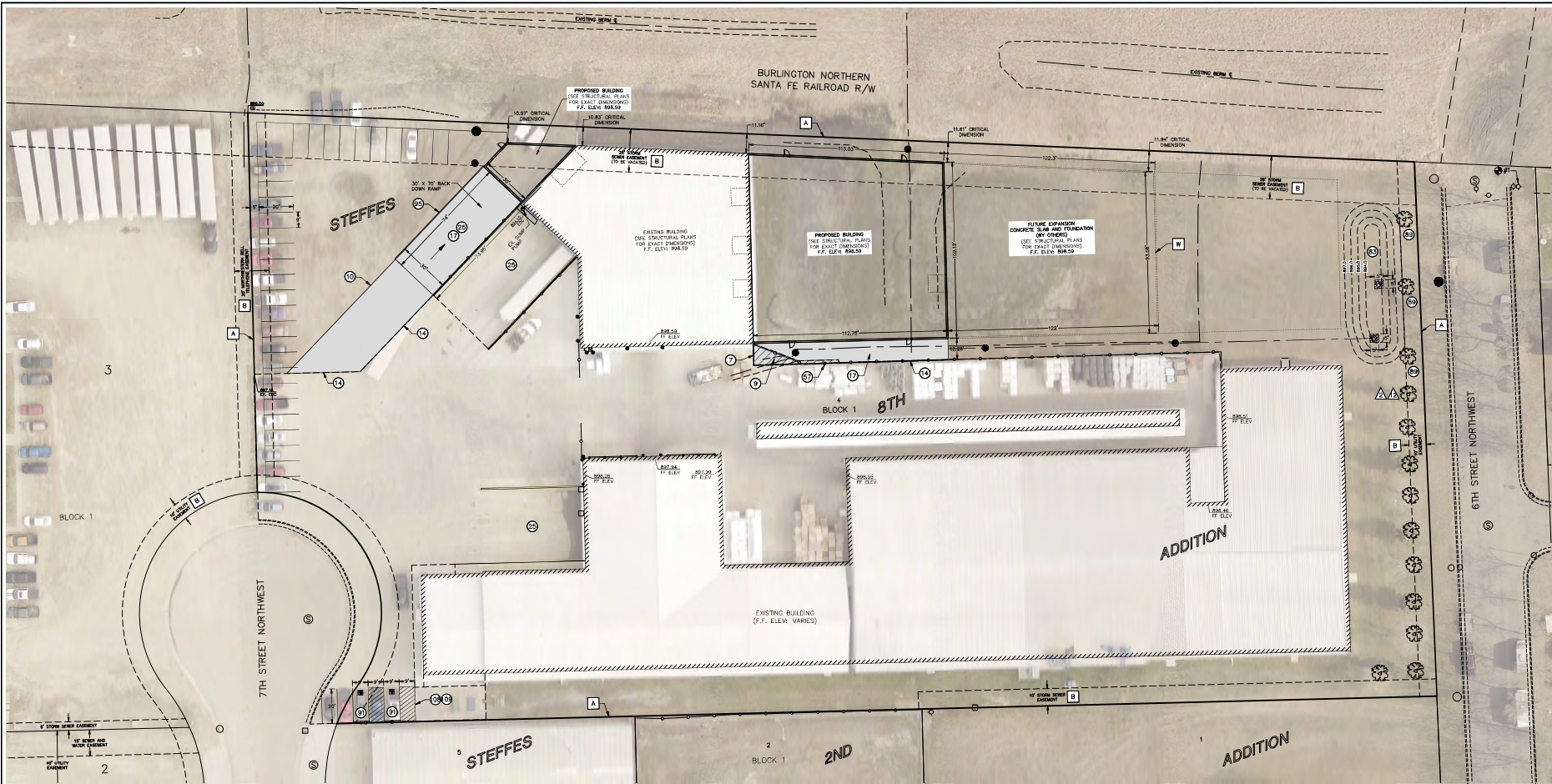
- A: Agricultural
- C: Light Commercial
- C-OP: Commercial Office Park
- DMU: Downtown Mixed Use
- EMU: Entertainment Mixed Use
- HC: Heavy Commercial

- LI: Light Industrial
- M: Heavy Industrial
- P: Public
- PUD: Planned Unit Development
- R-L1A: Large Lot Single Family Dwelling
- R-1A: Single Family Dwelling
- R-1: One and Two Family Dwelling

- R-1SM: Mixed One and Two Family Dwelling
- R-2: Limited Multiple Dwelling
- R-3: Multiple Dwelling
- R-4: Mobile Home
- R-5: Manufactured Home Subdivision
- R-1E: Rural Estate
- R-R: Rural Residential



0 250 500 US Feet



- GENERAL NOTATIONS**
- A PROPERTY LINE.
 - B EXISTING EASEMENT.
 - C PROPOSED EASEMENT.
 - D FUTURE IMPROVEMENTS.

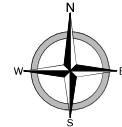
- SITE NOTATIONS - VEHICULAR AREAS**
- 7 VA-12 SANDOUT EXISTING CONCRETE PAVEMENT FULL DEPTH.
 - 8 VA-13 REMOVE EXISTING CONCRETE PAVEMENT.
 - 9 VA-13 REMOVE EXISTING GRANULAR SURFACE.
 - 10 VA-28 REMOVE EXISTING GRANULAR SURFACE.
 - 11 VA-2 CONNECT TO EXISTING CONCRETE PAVEMENT.
 - 12 VA-8 CONCRETE PAVEMENT SECTION - REGULAR.
 - 13 OFF-STREET LOADING AREA.

- SITE NOTATIONS - MISCELLANEOUS**
- 14 REMOVE AND RESET EXISTING FENCE - (PER OWNER).
 - 15 STORMWATER RETENTION AREA.
 - 16 PROTECT EXISTING.
 - 17 RETAINING WALL (SEE STRUCTURAL PLANS).

- SITE NOTATIONS - SIGNING**
- 18 S-5 SIGN ASSEMBLY - ACCESSIBLE PARKING.
 - 19 S-3 MOUNT IN CONCRETE BASE.

- SITE NOTATIONS - PAVEMENT MARKINGS**
- 20 STRIPE - 4" BLUE.
 - 21 STRIPE - 4" BLUE ADJACENT TO 4" YELLOW.
 - 22 MESSAGE - BLUE (INTERNATIONAL SYMBOL OF ACCESSIBILITY).

- LANDSCAPE NOTATIONS**
- 23 EXISTING TREE TO REMAIN.
 - 24 EXISTING RESIDENTIAL PROTECTION BUFFER PLANTING.



Scale in Feet

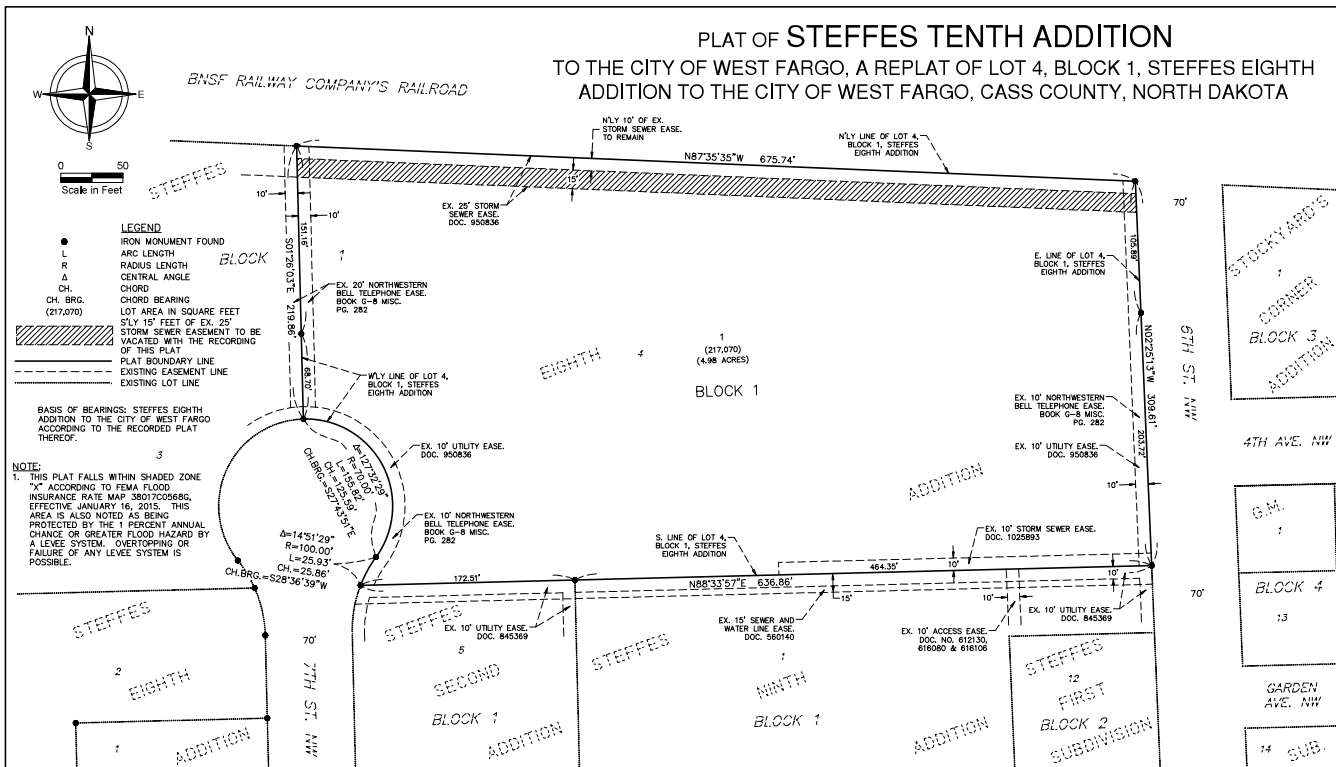
BENCHMARK LIST		
VERTICAL DATUM: WF 29		
NO.	DESCRIPTION	ELEV.
1	TOP NUT ON HYDRANT 10TH STREET NORTHWEST @ 4TH AVENUE NORTHWEST	900.00



CIVIL
AGASSIZ SEED PHASE 2
445 7TH STREET NORTHWEST
WEST FARGO, NORTH DAKOTA
SITE AND LANDSCAPE PLAN

DATE:	10.10.23
REV DATE:	---
REV NUM:	---
RECORD:	---
PROJECT NO:	23540
MANAGER:	---
DESIGNER:	EAG
DRAFTER:	DLM
REVIEWER:	---

C-602



WEST FARGO PLANNING COMMISSION APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 20____.

JOSEPH F. KOLB, CHAIRMAN

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JOSEPH F. KOLB, CHAIRMAN OF THE WEST FARGO PLANNING COMMISSION, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE NAME OF THE WEST FARGO PLANNING COMMISSION.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

WEST FARGO CITY COMMISSION APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 20____.

BERNIE L. DARDIS, PRESIDENT OF
THE WEST FARGO CITY COMMISSION

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BERNIE L. DARDIS, PRESIDENT OF THE WEST FARGO CITY COMMISSION, AND DUSTIN T. SCOTT, CITY AUDITOR, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THE NAME OF THE CITY OF WEST FARGO.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

WEST FARGO CITY ATTORNEY APPROVAL

I HEREBY CERTIFY THAT PROPER EVIDENCE OF TITLE HAS BEEN EXAMINED BY ME AND I APPROVE THE PLAT AS TO FORM AND EXECUTION THIS _____ DAY OF _____, 20____.

JOHN T. SHOCKLEY, CITY ATTORNEY

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JOHN T. SHOCKLEY, CITY ATTORNEY, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS THE CITY ATTORNEY.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

CITY ENGINEER'S APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 20____.

DANIEL R. HANSON, CITY ENGINEER

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DANIEL R. HANSON, CITY ENGINEER, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS THE CITY ENGINEER.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

CERTIFICATE

STEVEN W. HOLM, BEING DULY SWORN, DEPOSES AND SAYS THAT HE IS THE REGISTERED LAND SURVEYOR WHO PREPARED AND MADE THE ATTACHED PLAT OF "STEFFES TENTH ADDITION" TO THE CITY OF WEST FARGO, A REPLAT OF LOT 4, BLOCK 1, STEFFES EIGHTH ADDITION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE BOUNDARY SURVEY; THAT ALL DISTANCES ARE CORRECTLY SHOWN ON SAID PLAT; THAT MONUMENTS HAVE BEEN PLACED IN THE GROUND AS INDICATED FOR THE GUIDANCE OF FUTURE SURVEYS AND THAT SAID ADDITION IS DESCRIBED AS FOLLOWS, TO WIT:

LOT 4, BLOCK 1, STEFFES EIGHTH ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, CASS COUNTY, NORTH DAKOTA.

SAID TRACT CONTAINS 4.98 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD, IF ANY.

STEVEN W. HOLM
REGISTERED LAND SURVEYOR
REG. NO. LS-6571

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED STEVEN W. HOLM, REGISTERED LAND SURVEYOR, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

DEDICATION

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND DESCRIBED IN THE PLAT OF "STEFFES TENTH ADDITION" TO THE CITY OF WEST FARGO, A REPLAT OF LOT 4, BLOCK 1, STEFFES EIGHTH ADDITION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA, THAT WE HAVE CAUSED IT TO BE PLATTED INTO LOTS AND BLOCKS AS SHOWN BY SAID PLAT AND CERTIFICATE OF STEVEN W. HOLM, REGISTERED LAND SURVEYOR, AND THAT THE DESCRIPTION AS SHOWN IN THE CERTIFICATE OF THE REGISTERED LAND SURVEYOR IS CORRECT.

OWNER: AGASSIZ SEEDS ASSOCIATES, LLC

KIM D. ALBERTY, CHIEF MANAGER

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED KIM D. ALBERTY, KNOWN TO ME TO BE THE CHIEF MANAGER OF AGASSIZ SEEDS ASSOCIATES, LLC, THAT IS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE NAME OF AGASSIZ SEEDS ASSOCIATES, LLC.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

MORTGAGEE: FIRST INTERNATIONAL BANK & TRUST:

NAME: _____

TITLE: _____

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE _____ OF FIRST INTERNATIONAL BANK & TRUST, THAT IS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN THE NAME OF FIRST INTERNATIONAL BANK & TRUST.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

MORTGAGEE: BELL BANK:

NAME: _____

TITLE: _____

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE _____ OF BELL BANK, THAT IS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN THE NAME OF BELL BANK.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA



*** Consent Agenda ***

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Leslie McGillivray-Rivas
2. PHONE NUMBER: 701-515-5377 DATE: December 7, 2023
3. AGENDA TITLE:
Oak Ridge 19th Addition, a replat of Lot 31, 32, 33, Block 1 of Oak Ridge 17th Addition, City of West Fargo, North Dakota.
4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
Approve final plat of Oak Ridge 19th Addition. At their October 10, 2023 meeting, the West Fargo Planning and Zoning Commission voted to recommend approval of the proposed replat on the basis it is consistent with City plans and ordinances.
5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
Lot 31, 32, 33, Block 1 of Oak Ridge 17th Addition, City of West Fargo, North Dakota
6. ACTION BEING REQUESTED FROM CITY COMMISSION:
Approve Final Plat

STAFF REPORT

A23-27 REPLAT	
Oak Ridge 19 th Addition	
Lot 31, 32, 33, Block 1 of Oak Ridge 17 th Addition	
Applicant: Brennan Laudal Owner: Oak Ridge Condos, LLC (Lots 32 & 33) Owner: VR Holding, LLC (Lot 31) Owner: 3331,3337,3343 Oak Ridge Pond Way East, Mike Graham	Staff Contact: Leslie McGillivray-Rivas
Planning & Zoning Commission Public Hearing:	10-10-2023 - Approval
City Commission:	12-18-2023

PURPOSE:

Replat of (3) three existing lots: lots 31, 32, 33 to create (2) two lots. The former lot 32 will be equally distributed between the existing lot 31 and lot 33. The owners of the existing office building on lot 31 (future lot 1) and a future office building on lot 33 (future lot 2) will share a common parking lot between the structures for private parking (former lot 32).

STATEMENTS OF FACT:

Existing Land Use:	Lots 31 & 32 Vacant, Lot 33: Commercial
Current Zoning District(s):	PUD Planned Unit Development
Proposed Lot size(s) or range:	Lot 1: 8,173 SF Lot 2: 9,789 SF
Total area size:	17,962 SF
Adjacent Zoning Districts:	North – PUD: Planned Unit Development (Commercial) South – PUD: Planned Unit Development (Residential Townhomes) East – PUD: Planned Unit Development (Residential Townhomes) West PUD: Planned Unit Development (Commercial)
Adjacent street(s):	Oak Ridge Pond Way E and 34 th Way E
Adjacent Bike/Pedestrian Facilities:	- Existing 10' sidewalk easement within Eastern Plat Boundary - Existing 5' interior sidewalk easements remain to serve the existing Lot 33 and proposed building to be built on existing Lot 31.
Available Parks/Trail Facilities:	Shadow Wood and Maple Ridge at the Preserve Parks accessible within ½ mile by sidewalks and trail.
Land Dedication Requirements:	Park land dedication provided previously with Oak Ridge Subdivision 7.

STAFF REPORT

DISCUSSION AND OBSERVATIONS:

- The applicant has submitted an application for a replat.
- The replat application approval process is necessary to reduce the existing three platted lots to create two lots. The land area of the existing central lot (Lot 32) will be equally divided between the newly created lots.
- The applicant has provided a proposed site and landscape plan to indicate proposed parking and building locations with associated site features upon approval of the creation of two lots. These documents should be considered conceptual in nature and will be reviewed in a separate administrative city process. The proposed plans will be required to meet the City of West Fargo's Planned Unit Development standards.
- A 10' Storm Sewer Easement exists with 5' dedicated on each side of the former Lot 31 and Lot 32. The easement will remain in place in its entirety on proposed Lot 1 of the replat.
- There is an existing building and business currently on Lot 31. This proposal will not affect operations.
- The proposed new lots meet the current zoning district requirements.
- The proposed replat does not propose to change or modify any recorded agreements regarding public easements, access, traffic circulation, right of way, parkland, landscape, or buffering, buildings, or signage.

NOTICES:

Sent to: Applicable agencies and departments

Comments Received:

- None to date.

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

- The proposed plan is consistent with City plans and Ordinances.

PLANNING & ZONING RECOMMENDATION:

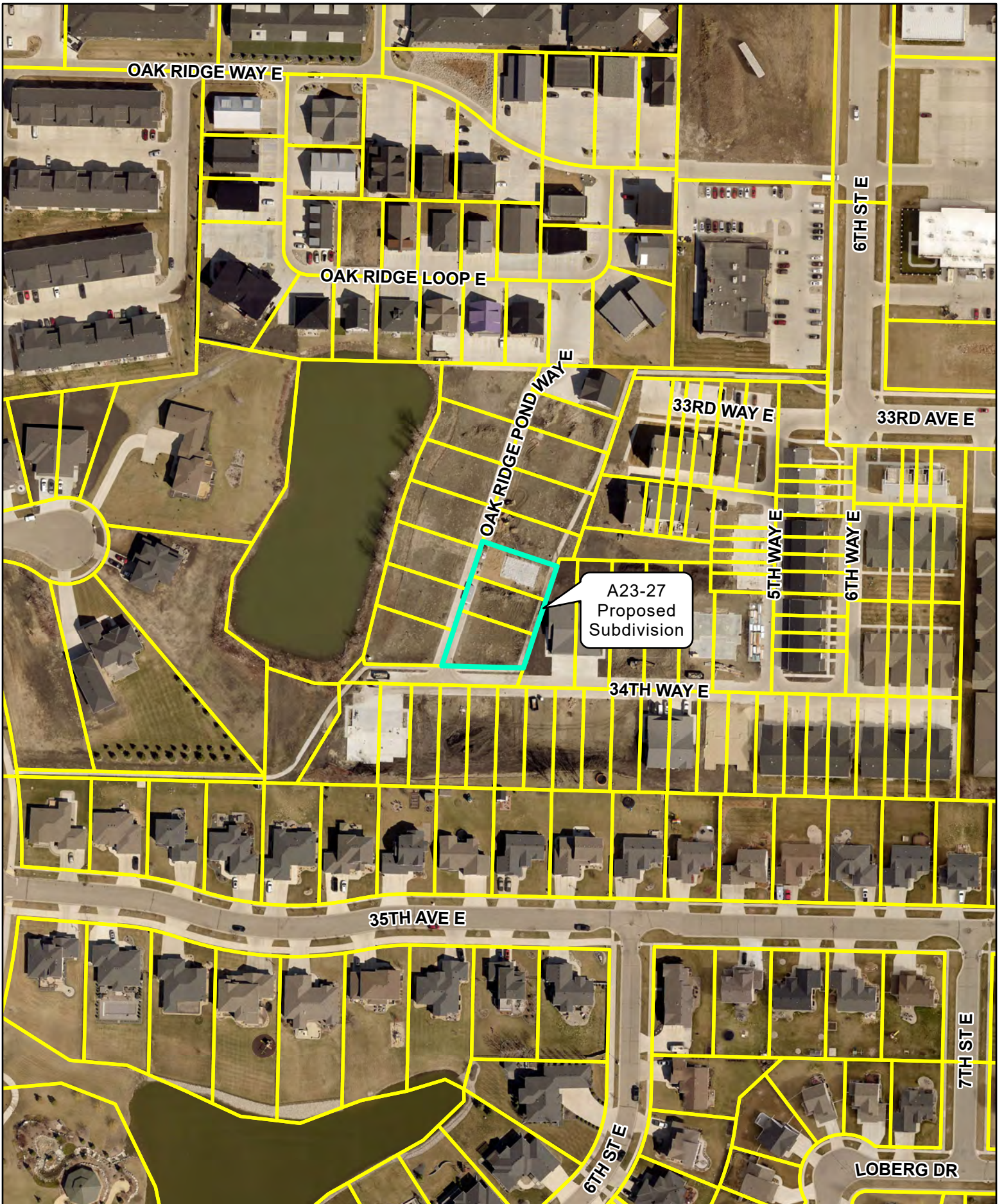
At their October 10, 2023 meeting, the West Fargo Planning and Zoning Commission voted to recommend approval of the proposed subdivision on the basis that it is consistent with City plans and ordinances.

RECOMMENDATIONS:

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

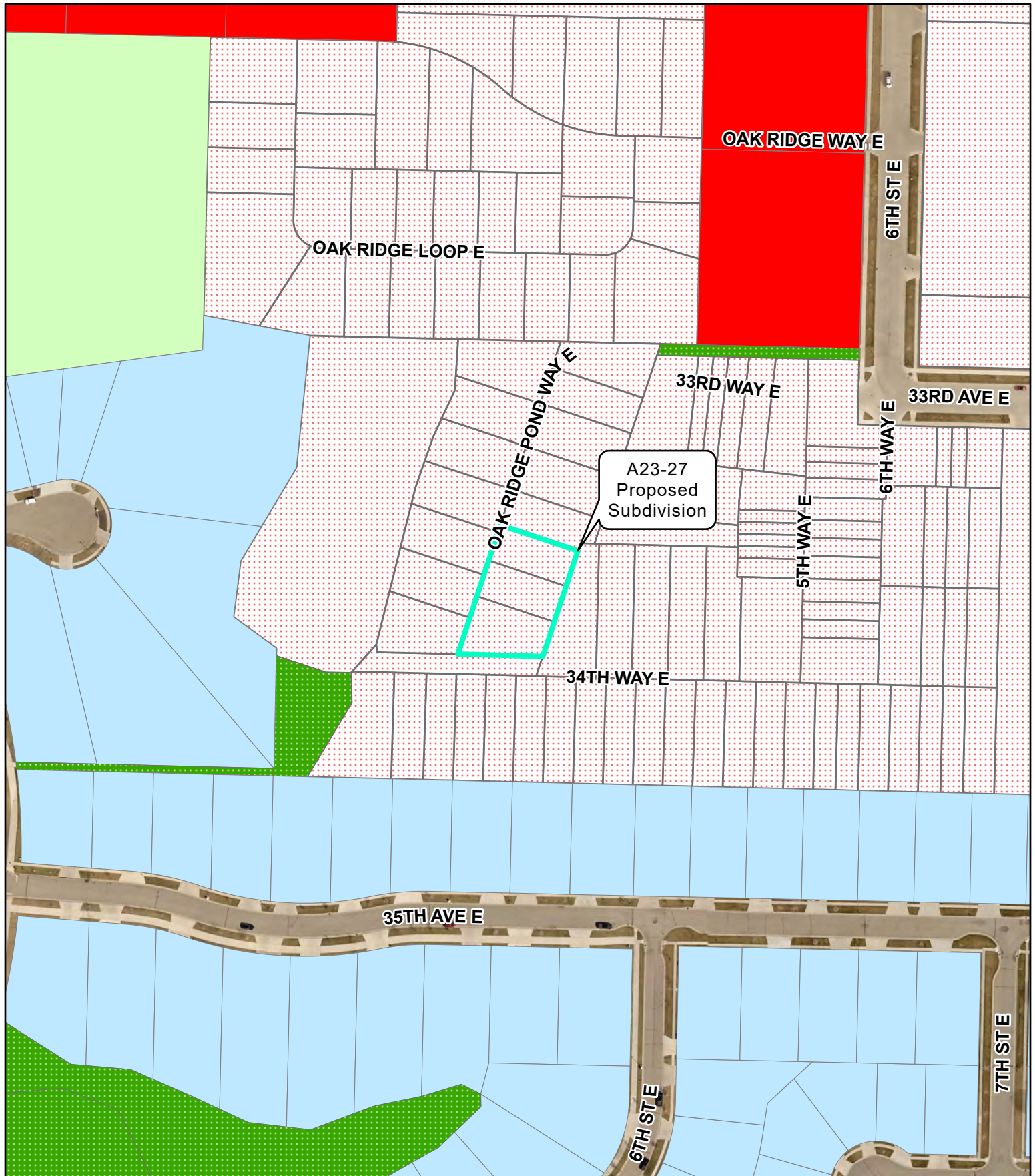
Attachments

- Aerial Location map
- Zoning map
- Final plat
- Site Plan
- Landscape Plan



Features

 Agenda Zone  Lots



West Fargo Zoning

- A: Agricultural
- C: Light Commercial
- C-OP: Commercial Office Park
- DMU: Downtown Mixed Use
- EMU: Entertainment Mixed Use
- HC: Heavy Commercial

- LI: Light Industrial
- M: Heavy Industrial
- P: Public
- PUD: Planned Unit Development
- R-L1A: Large Lot Single Family Dwelling
- R-1A: Single Family Dwelling
- R-1: One and Two Family Dwelling

- R-1SM: Mixed One and Two Family Dwelling
- R-2: Limited Multiple Dwelling
- R-3: Multiple Dwelling
- R-4: Mobile Home
- R-5: Manufactured Home Subdivision
- R-1E: Rural Estate
- R-R: Rural Residential



0 150 300 US Feet

PLAT OF
OAK RIDGE NINETEENTH ADDITION
TO THE CITY OF WEST FARGO, A REPLAT OF LOTS 31 THROUGH 33, BLOCK 1,
OAK RIDGE EIGHTEENTH ADDITION, CASS COUNTY, NORTH DAKOTA

DEDICATION

We, the undersigned, do hereby certify that we are the owners of the land described in the plat of "OAK RIDGE NINETEENTH ADDITION" to the City of West Fargo, a Replat of Lots 31 through 33, Block 1, OAK RIDGE EIGHTEENTH ADDITION, Cass County, North Dakota; that we have caused it to be platted into lots and blocks as shown by said plat and certificate of Jacob R. Duchsherer, Registered Land Surveyor, and that the description as shown in the Certificate of the Registered Land Surveyor is correct.

Owner: Lot 1: VR HOLDING, LLC

Veronica L. Redfield, Member

State of North Dakota)
County of Cass)

On this _____ day of _____, 2023, before me, a Notary Public in and for said County and State, personally appeared Veronica L. Redfield, known to me to be a Member of VR HOLDING, LLC, that is described in and who executed the foregoing instrument and acknowledged to me that she executed the same on behalf of VR HOLDING, LLC.

Notary Public, Cass County, North Dakota

Mortgagee: Lot 1: U.S. Small Business Administration

BY: _____
ITS: _____

State of _____)
County of _____)

On this _____ day of _____, 2023, before me, a Notary Public in and for said County and State, personally appeared _____, known to me to be the _____ of U.S. Small Business Administration that is described in and who executed the foregoing instrument and acknowledged to me that he/she executed the same in the name of U.S. Small Business Administration.

Notary Public, _____ County, _____

Mortgagee: Lot 1: Bell Bank

BY: _____
ITS: _____

State of _____)
County of _____)

On this _____ day of _____, 2023, before me, a Notary Public in and for said County and State, personally appeared _____, known to me to be the _____ of Bell Bank that is described in and who executed the foregoing instrument and acknowledged to me that he/she executed the same in the name of Bell Bank.

Notary Public, _____ County, _____

Owner: Lot 2: Oakridge Condos, LLC

Bruce Qvammen, Member

State of North Dakota)
County of Cass)

On this _____ day of _____, 2023, before me, a Notary Public in and for said County and State, personally appeared Bruce Qvammen, known to me to be a member of Oakridge Condos, LLC, that is described in and who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of Oakridge Condos, LLC.

Notary Public, Cass County, North Dakota

WEST FARGO PLANNING COMMISSION APPROVAL

This plat in the City of West Fargo is hereby approved this _____ day of _____, 2023.

Joseph F. Kolb, Chairman

State of North Dakota)
County of Cass)

On this _____ day of _____, 2023, before me, a Notary Public in and for said County and State, personally appeared Joseph F. Kolb, Chairman of the West Fargo Planning Commission, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same in the name of the West Fargo Planning Commission.

Notary Public, Cass County, North Dakota

WEST FARGO CITY COMMISSION APPROVAL

This plat in the City of West Fargo is hereby approved this _____ day of _____, 2023.

Bernie L. Dardis, President of
the West Fargo City Commission

Dustin T. Scott, City Auditor

State of North Dakota)
County of Cass)

On this _____ day of _____, 2023, before me, a Notary Public in and for said County and State, personally appeared Bernie L. Dardis, President of the West Fargo City Commission and Dustin T. Scott, City Auditor, known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as in the name of the City of West Fargo.

Notary Public, Cass County, North Dakota

CITY ENGINEER'S APPROVAL

This plat in the City of West Fargo is hereby approved this _____ day of _____, 2023.

Daniel R. Hanson, City Engineer
Registered Professional Engineer
NO. PE-4962

State of North Dakota)
County of Cass)

On this _____ day of _____, 2023, before me, a Notary Public in and for said County and State, personally appeared Daniel R. Hanson, City Engineer, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

Notary Public, Cass County, North Dakota

WEST FARGO CITY ATTORNEY APPROVAL

I hereby certify that proper evidence of title has been examined by me and I approve the plat as to form and execution this _____ day of _____, 2023.

John T. Shockley, City Attorney

State of North Dakota)
County of Cass)

On this _____ day of _____, 2023, before me, a Notary Public in and for said County and State, personally appeared John T. Shockley, City Attorney, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same as the City Attorney.

Notary Public, Cass County, North Dakota



CERTIFICATE

Jacob R. Duchsherer, being duly sworn, deposes and says that he is the registered land surveyor who prepared and made the attached plat of "OAK RIDGE NINETEENTH ADDITION" to the City of West Fargo, a Replat of Lots 31 through 33, Block 1, OAK RIDGE EIGHTEENTH ADDITION, Cass County, North Dakota; that said plat is a true and correct representation of the survey thereof; that all distances are correctly shown on said plat; that monuments have been placed in the ground as indicated for the guidance of future surveys and that said addition is described as follows, to wit:

Lots 31 through 33, Block 1, OAK RIDGE EIGHTEENTH ADDITION to the City of West Fargo, according to the recorded plat thereof on file and of record in the Office of the Recorder, Cass County, North Dakota.

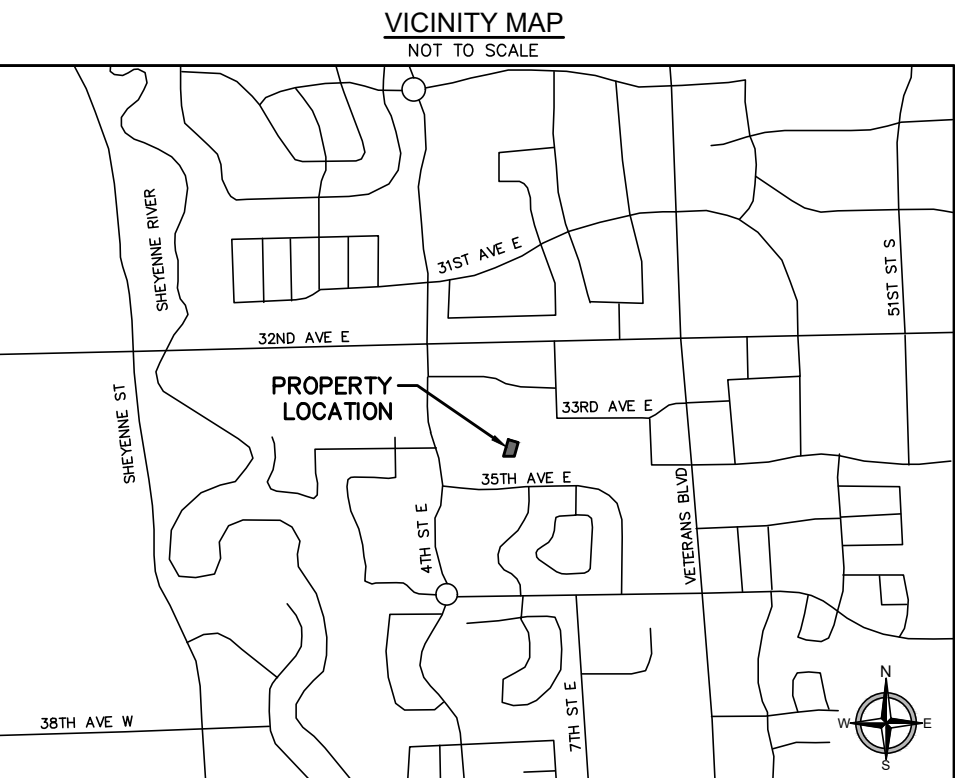
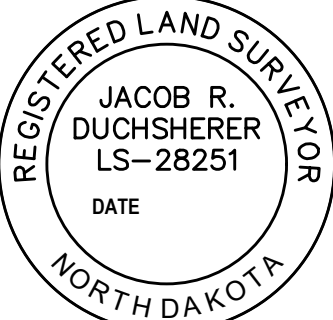
Said tract contains 17,962 square feet, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

Jacob R. Duchsherer
Registered Land Surveyor
REG. NO. LS-28251

State of North Dakota)
County of Cass)

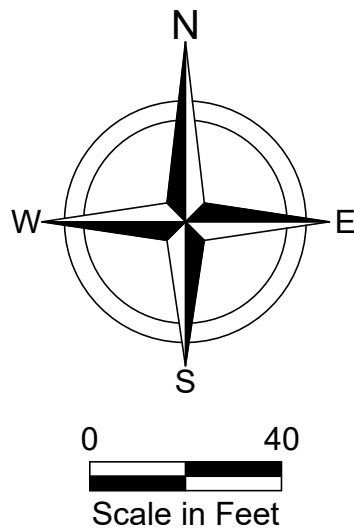
On this _____ day of _____, 2023, before me, a Notary Public in and for said County and State, personally appeared Jacob R. Duchsherer, Registered Land Surveyor, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

Notary Public, Cass County, North Dakota



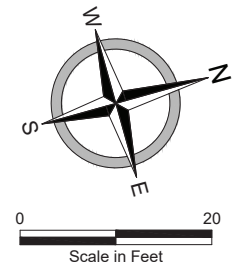
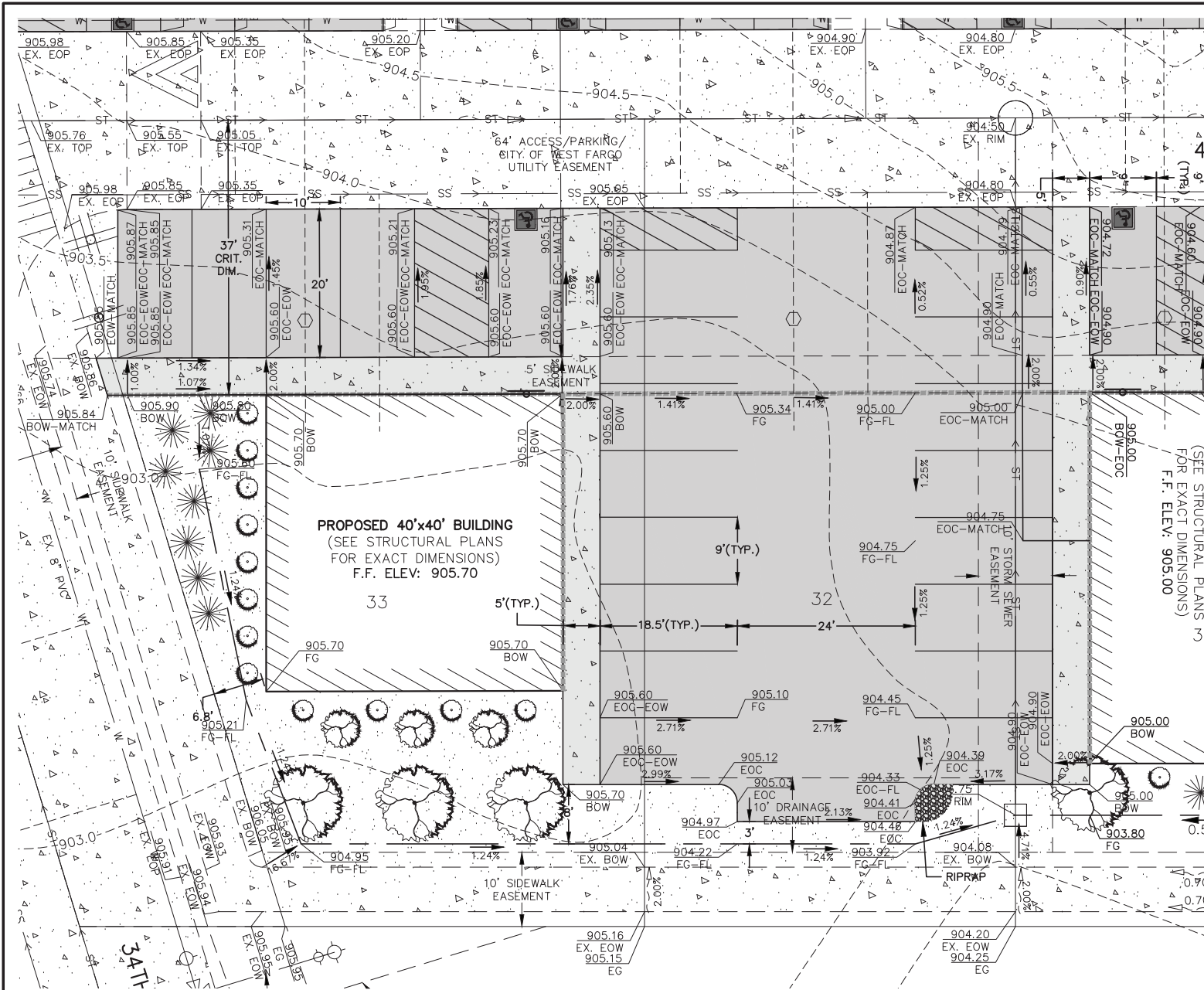
- LEGEND
- IRON MONUMENT SET AND MARKED WITH LAND SURVEYOR NO. 28251
 - IRON MONUMENT FOUND
 - (8,173) LOT AREAS IN SQ. FT.
 - SECTION LINE
 - PLAT BOUNDARY LINE
 - LOT LINE
 - EASEMENT LINE
 - EXISTING LOT LINE
 - EXISTING STORM SEWER EASE. DOC. 1572664
 - EXISTING ACCESS/PARKING/CITY OF WEST FARGO UTILITY EASEMENT DOC. 1572664

BASIS OF BEARINGS:
OAK RIDGE EIGHTEENTH ADDITION TO THE CITY OF WEST FARGO ACCORDING TO THE RECORDED PLAT THEREOF
TOTAL PLATTED AREA: 17,962 SQUARE FEET



SHEET 1 OF 1
PROJ. NO. 22273





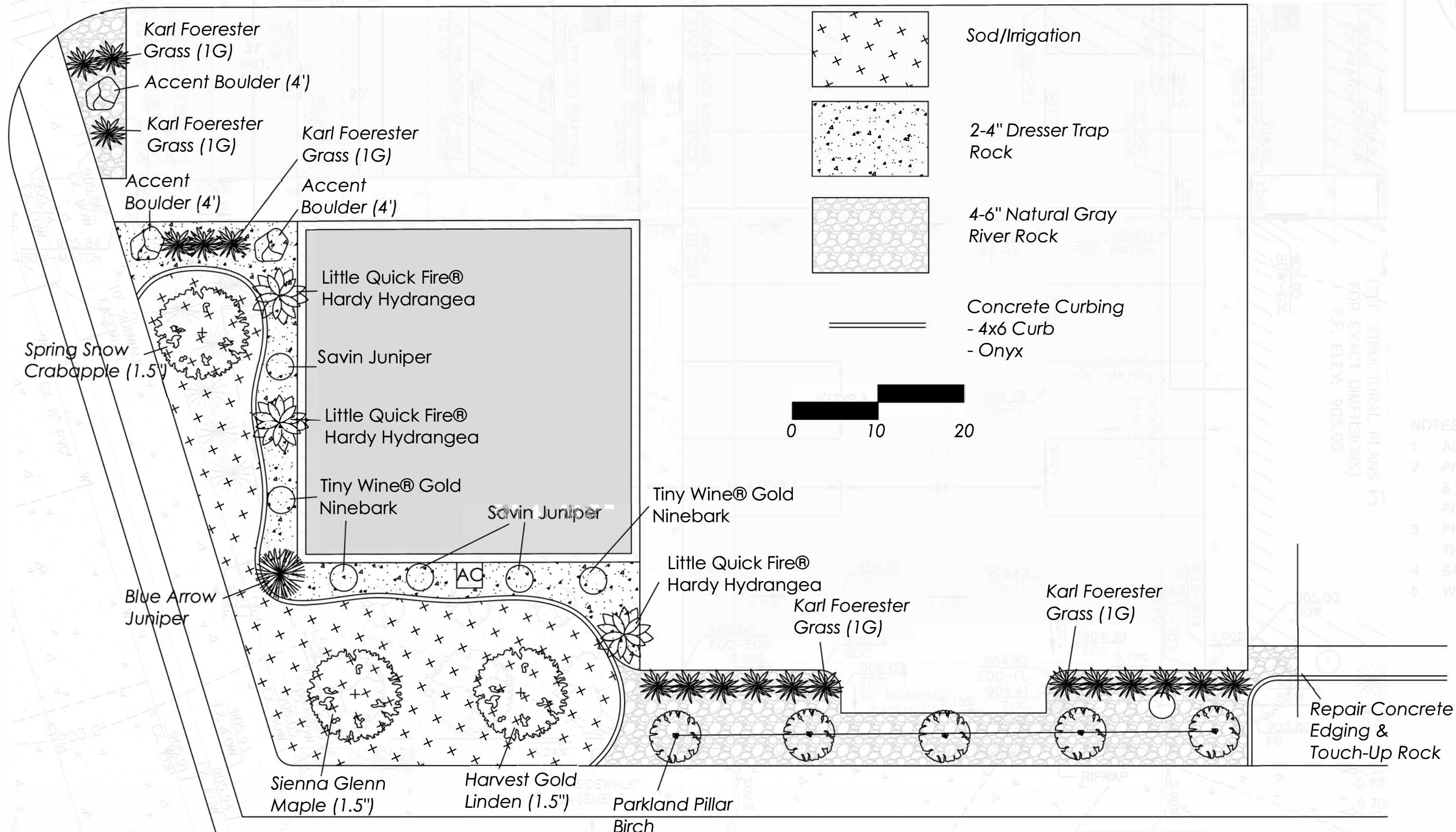
NOTES:

1. ALL PARKING STALLS SHALL BE PAVED.
2. PARKING AGREEMENT BETWEEN LOTS 32 & 33 TO BE COORDINATED BETWEEN PROPERTY OWNERS.
3. PROPERTY OWNERS TO COORDINATE THE REPLAT OF LOTS 31-33.
4. SANITARY SERVICES ARE 6" SDR 26.
5. WATER SERVICE LINES ARE 1".
6. WATER SERVICE LINE CURB STOP AND BOX TO BE REMOVED BY PRIVATE PROPERTY OWNER.

LOT 32 & 33 - Block 1
OAK RIDGE OFFICE CONDOS - PHASE II
OAK RIDGE 18TH ADDITION
WEST FARGO, NORTH DAKOTA

PROJECT No. 20921
DATE: 08.16.23
REVISED: 09.18.23
DRAFTER: BJP
REVIEWER: MJP





Oak Ridge Phase 2 Lot 33



To: West Fargo City Commission

From: Aaron Nelson, Planning Director

Date: December 18, 2023

Subject: Request from the City of Fargo to plat and rezone land owned by the City of West Fargo within Fargo's jurisdiction

Action: Approve to join in the plat and rezoning application

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

Administration

Dustin Scott,
Administrator

Summary and Recommendation:

The City of Fargo is requesting to plat and rezone parcel #60-0000-02230-180 (the "subject property"), which is owned by the City of West Fargo and located within the City of Fargo. The subject property contains public infrastructure for the City's sanitary sewer connection with the City of Fargo and is located at the intersection of 19th Ave N and 57th St N in Fargo. The land surrounding the subject property is currently in the process of being subdivided (platted) and rezoned for purposes of industrial development, which is why this request is being made at this time. Staff has reviewed the proposal and has no concerns.

Recommended Action: Approve the City joining in the plat and rezoning application for parcel #60-0000-02230-180 located within the City of Fargo and which contains the sewer connection equipment with the City of Fargo.

Policy Analysis:

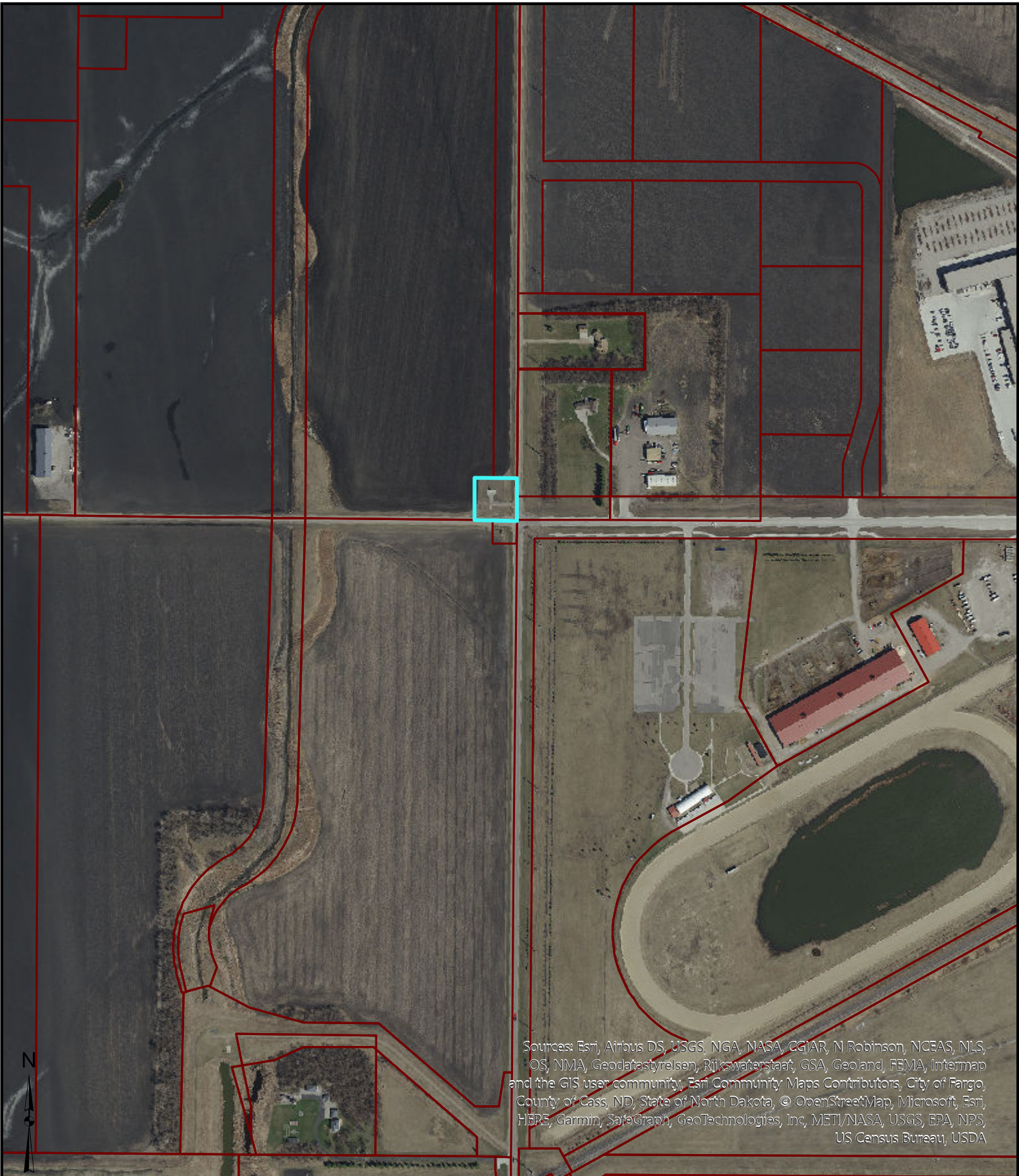
The subject property is proposed to be rezoned from AG (Agricultural) to P/I (Public & Institutional) and would be platted as a single lot with right-of-way dedication for 19th Ave N and 57th St N.

Financial Analysis:

The subject property is exempt from regular property taxes, however it is still subject to special assessments, which would be assessed based on the use of the property for public utilities, regardless of the proposed platting and rezoning of the property. As such, there is no additional cost to the City as a result of this action.

Process/Timeline:

The platting and rezoning is anticipated to take place in the first couple of months of 2024. Once the final plat is created, the City will need to sign the plat as one of the owners of property within the subdivision.



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps Contributors, City of Fargo, County of Cass, ND, State of North Dakota, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Parcel #60-0000-02230-180

Date: 12/13/2023

Cass County, ND

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.



AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Aaron Nelson
2. PHONE NUMBER: 515-5370 DATE: December 18, 2023
3. AGENDA TITLE:
Public Hearing – A23-4 Sandhills 6th Addition, Approval of First Reading of
Rezone Ordinance
4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
Hold public hearing and approve first reading of the rezone ordinance for the
proposed Sandhills 6th Addition. At their June 13, 2023 meeting, the West Fargo
Planning and Zoning Commission voted to recommend approval of the proposed
rezoning and subdivision on the basis it is consistent with City plans and
ordinances.
5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
Auditor's Lot 3 in the SE1/4 Section 2, T139N, R50W; Block 2, Lots 6-16, Block 3,
Lots 3-7, 12-20 & part of Lots 21-22, Block 4, Lots 10 &13, Block 8, Lots 3-10 &
13-22, Block 9, Blocks 10 & 11, Meadow Brook Park Subdivision, City of West
Fargo, North Dakota.
6. ACTION BEING REQUESTED FROM CITY COMMISSION:
Hold public hearing and approve first reading of rezone ordinance for Sandhills 6th
Addition

STAFF REPORT

A23-4 SUBDIVISION AND REZONING	
Sandhills 6 th Addition	
Property in the SE¼ of Section 2, T139N, R50W, City of West Fargo, North Dakota	
Owner/Applicant: Ocho Indy, LLC/ Enclave Development	Staff Contact: Aaron Nelson
Planning & Zoning Commission Public Hearing:	2-14-2023 (Continued)
Planning & Zoning Commission discussion:	5-9-2023 (Continued)
Planning & Zoning Commission:	6-13-2023 (Approval)
City Commission Public Hearing & 1 st Reading:	12-18-2023
2 nd Reading and Final Plat Approval:	

PURPOSE:

Plat/replat and rezone property for future industrial development.

STATEMENTS OF FACT:

Land Use Classification:	G-2 Sub-Urban – Growth Sector
Existing Land Use:	Vacant
Current Zoning District(s):	A: Agricultural
Zoning Overlay District(s):	CO-I: Interstate Corridor Overlay District
Proposed Zoning District(s):	LI: Light Industrial; P: Public Facilities
Proposed Lot size(s) or range:	1.0 – 11.2 Acres
Total area size:	47.47 Acres
Adjacent Zoning Districts:	North – A: Agricultural; LI: Light Industrial South – Interstate 94; A: Agricultural East – A: Agricultural; LI: Light Industrial West – A: Agricultural; LI: Light Industrial (Sheyenne Diversion)
Adjacent street(s):	26 th Street NW – Future Arterial; 4 th Ave NW – Local
Adjacent Bike/Pedestrian Facilities:	None
Available Parks/Trail Facilities:	None
Land Dedication Requirements:	5% dedication required or fee-in-lieu

DISCUSSION AND OBSERVATIONS:

- The majority of the subject property was originally platted by the County as part of Meadow Brook Park Subdivision in 1953, prior to incorporation into the City of West Fargo in 2004. However, very little of the original rural residential subdivision was ever actually developed.
- The applicant has acquired multiple lots and properties within the Meadow Brook Park Subdivision, as well as adjacent unplatted property, and is now looking to consolidate and reconfigure the property for industrial development.
- The proposed subdivision includes the platting of unplatted property, replatting of existing lots, vacation of existing right-of-way, dedication of new right-of-way, renaming of streets, and the reconfiguration of an existing City-owned stormwater pond.

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- The plat also includes consideration for a potential future interchange connection at 26th Street and Interstate 94, which was identified as a potential transportation project within the Northwest Metro Transportation Study in 2020.

Lots & Zoning

- Lot 2, Block 1 & Block 2 are proposed to be rezoned to P (Public Facilities) to accommodate new and reconfigured/enlarged regional public stormwater ponds.
- Lot 1, Block 1 & Lots 1-4, Block 3 are proposed to be rezoned to LI (Light Industrial) to accommodate future industrial development.
- Lot 5, Block 3 is owned by the City for purposes of right-of-way preservation for a potential future interchange reconfiguration and connection of 26th Street, and is proposed to be rezoned to P.

Right-of-Way

- The existing 2nd Avenue N will be renamed as 3rd Avenue NW to be consistent with the alignment of 3rd Avenue NW as it exists east of 26th Street NW.
- The proposed development includes the vacation of much of the original 1950's street rights-of-way, where infrastructure was never constructed.
- The plat includes the public dedication of additional rights-of-way for proposed infrastructure to service the development, including:
 - New 80-foot right-of-way for 30th Street NW,
 - Widening of 3rd Avenue NW from 50 ft to 80 ft, and
 - Widening of Park Boulevard from 50 ft to 80 ft.

Public Land Dedication & Conceptual Interchange Options

- The City's subdivision ordinance requires a 5% public dedication for industrial developments.
- The Park District has indicated no need for land within the subject property and requests payment in-lieu of land dedication.

Stormwater

- To accommodate development stormwater runoff, the applicant is proposing capacity expansion to the existing public stormwater pond.
- A new pond will be constructed on Lot 2, Block 1 and the existing pond on Block 2 will be expanded and reconfigured to accommodate the realignment of 3rd Avenue NW, which will encroach into the location of the existing pond.
- As part of this development, the City would purchase the additional land needed for regional stormwater ponds, the cost of which would be included with the public improvement project.

Subdivision Variance

- The City's subdivision ordinance allows for deviation from typical subdivision standards at the time of platting through approval of a "subdivision variance."
- Due to the existing conditions and unique nature of the proposed redevelopment, there are several aspects of the proposed subdivision that deviate from typical standards and that are proposed to be approved as part of this subdivision:
 - An additional 44 feet of right-of-way width is being dedicated for 3rd Ave NW, in order for the street to swing to the north and align with the existing 3rd Ave NW on the east side of 26th Street NW.

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- The right-of-way for 1st Ave NW is proposed to remain substandard in width (50' existing) as there is no intention of constructing streets or other public infrastructure improvements at this location. For the same reason, 1st Ave NW will be dead-ended without a cul-de-sac turnaround, which is typically required when a vacation results in the dead-ending of right-of-way.
- A remnant portion of 2nd Avenue NW exists between the northeast corner Lot 1, Block 3 and 30th Street NW. However, this remnant portion of right-of-way is outside of the bounds of the proposed plat. Staff has encouraged the applicant to work with the adjacent property owner to vacate this remnant portion of right-of-way as well, which the applicant is interested in doing at a later date.

NOTICES:

Sent to:	Legal notices published in the Forum and notices sent to applicable agencies and departments. Notification letters mailed to owners of property within 150 feet.
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Comments Received in relation to revised preliminary plat:

- Staff has received several calls and emails regarding the proposal, all from neighboring property owners, their family members, or their representatives:
 - Most of the calls received in early 2023 were focused on the topic of potential buy-outs and/or the status of the applicant's negotiations with individual property owners. A couple of calls were from property owners interested in future industrial development of their property as well.
 - Most of the emails received have been from Tim & Lea Cockayne (adjacent resident property owner) and members of their family. They have expressed interest in selling to the developer at "replacement cost" (enough to purchase a similar sized house on a similar sized lot elsewhere). [*Update 12/8/23: the applicant is in the process of purchasing the property owned by Tim & Lea Cockayne.*] One email was received from a resident property owner adjacent to a previous phase of the Sandhills development, noting opposition to a future interchange at 26th Street in regards to their concerns over past and potential future special assessments. These emails are attached.
 - A number of people spoke at the public hearing for this item at the February 14, 2023 Planning & Zoning Commission meeting. Most of the comments were related to past special assessments and concerns with potential future special assessments, and some property owners & residents wanting to be bought out.

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

- Overall, the proposed development is consistent with City plans and ordinances. However, of note is the potential lack of connectivity for this area and adjacent future growth areas. While the West Fargo 2.0 Comprehensive Plan emphasizes the importance of a connected street and transportation system, this area is bounded by the Sheyenne Diversion channel and the interstate highway, which present significant barriers to accessing the development from the north, west, or south.
- The proposed zoning is consistent with existing industrial zoning in the area, as well as past City

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land use plans that designated this area for future industrial development. While there are a few existing homes within the area, uses permitted in the LI (Light Industrial) district (such as light manufacturing, wholesale distribution, warehousing, contractor shops, and the like) are relatively free from objectionable nuisances. More-intensive uses (such as general manufacturing, wrecking & salvage yards, petroleum refining, fertilizer manufacturing, cement plants, and the like) are restricted to the M (Heavy Industrial) district, and are not allowed within the proposed LI zoning district. Additionally, the existing residences located north of 3rd Ave NW would be somewhat buffered from the proposed industrial area by a proposed stormwater pond.

- The Northwest Metro Transportation Plan, Completed by MetroCOG in 2020, examined future transportation needs for the future growth area north and west of the subject property. In order to improve north/south connectivity and to relieve anticipated congestion on existing network connections, this plan studied the potential extension of 26th Street NW to the south, including associated interchange at I-94/Main Ave and bridge across the Sheyenne Diversion channel. While there would be significant costs to such an extension of 26th St NW, there would also be great benefits to providing improved street network function and improved access to the City's future growth areas, north and south of the subject property.

UPDATE: 6/9/23

- On March 20, 2023, the City Commission authorized staff to enter into negotiations with the developer for land acquisition of Lot 10, Block 3, for purposes of right-of-way preservation for a potential future interchange.
- The applicant held a neighborhood meeting on May 22, 2023, which was attended by three parties representing three adjacent properties. Two of those parties own a house adjacent to the development. The other party represents the proposed Sandhills 7th Addition. Discussion was had on where each party sits in regards to purchase negotiations. The two homeowner parties expressed concern with the industrial nature of the proposed development, especially in relation to construction and industrial traffic given the minimal maintenance of existing gravel roads in this area.
- The applicant has submitted a narrative which outlines their efforts to acquire adjacent properties. While the applicant has been successful in entering into purchase agreements with owners of three adjacent properties, agreements could not be reached between the applicant and several existing homeowners. This narrative is attached.
- In order to provide the option for City services to existing residential uses within the area and also to account for any potential future redevelopment in this area, the applicant has proposed to include utility stubs at Gress Avenue (from 30th St NW) and at Park Blvd (from 3rd Ave NW) as part of the subdivision infrastructure request. This would allow for the extension of City services (i.e., water and sanitary sewer service) along Gress Avenue and/or Park Bolivar if and/or when requested/needed in the future. The current residences are serviced by a shared private well and individual septic systems, either of which could fail at some point in the future.
- Ultimately, staff is in support of the proposed development as it aligns with the City's Comprehensive Plan, which seeks to grow the City's economy and expand the ratio of jobs in

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relation to housing. The proposed development is within current City limits and does not require expanding flood protection infrastructure. The proposed subdivision will consolidate undersized lots and will reconfigure street rights-of-way in this area to meet current development standards and improve efficiency of this and future development. The proposed development seeks to make the best out of a challenging situation involving multiple property owners with conflicting views on how property in this area should be used. While a handful of homes have existed in this area for decades, the City's previous two comprehensive plans have identified this area for future industrial development.

UPDATE: 12/8/23

- Since this application was reviewed and acted on by the Planning & Zoning Commission on June 13, 2023, the applicant has continued to engage with adjacent property owners who are interested in selling adjacent property. This includes the impending purchase of 204 Park Blvd, the property for which we received a vast majority of public comment when this application was reviewed by the Planning & Zoning Commission in early 2023.
- The applicant has also made some adjustments to the proposed lot configurations and corresponding zoning. Specifically:
 - The number of lots on Block 3 have been reduced from 10 to 5.
 - Block 1 has been increased from 1 lot to 2 lots.
 - Lot 1, Block 1 is proposed to be zoned LI (Light Industrial) as opposed to P (Public Facilities)
 - Lot 5, Block 3 is proposed to be zoned P as opposed to LI.
- The City has purchased Lot 5, Block 3 for the purpose of future right-of-way preservation.
- To facilitate the City's purchase of land necessary for stormwater detention as part of the proposed public improvements for this development, a purchase agreement has been drafted for approval by the City Commission at the time of subdivision approval, a copy of which is attached.
- In accordance with the condition of approval by the Planning & Zoning Commission, the applicant has worked with staff to develop a subdivision development agreement and public dedication agreement, both of which are attached to this staff report.
- The applicant has provided payment in lieu of public land dedication as outlined in the attached public dedication agreement.

PLANNING & ZONING RECOMMENDATION:

At their June 13, 2023 meeting, the West Fargo Planning & Zoning Commission voted to recommend approval of the proposed application on the basis that it is consistent with City plans and ordinances with recommended conditions of approval as follows:

- The applicant continues to work with staff as to the details of the public land dedication and acquisition of Lot 10, Block 3, *[now referenced as Lot 5, Block 3]* and that a signed Public Dedication

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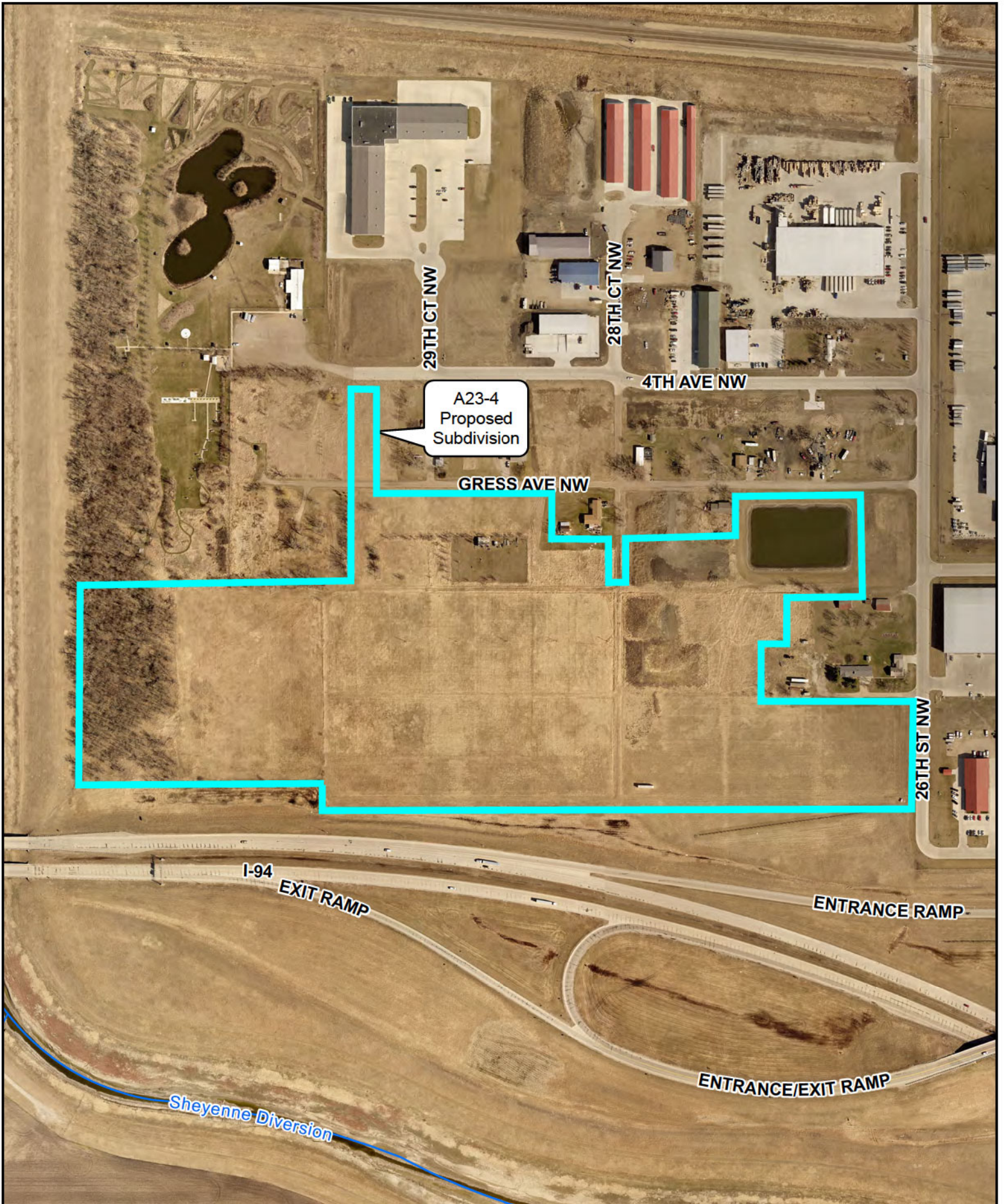
Agreement and Subdivision Development Agreement are submitted prior to final consideration by the City Commission, outlining such details.

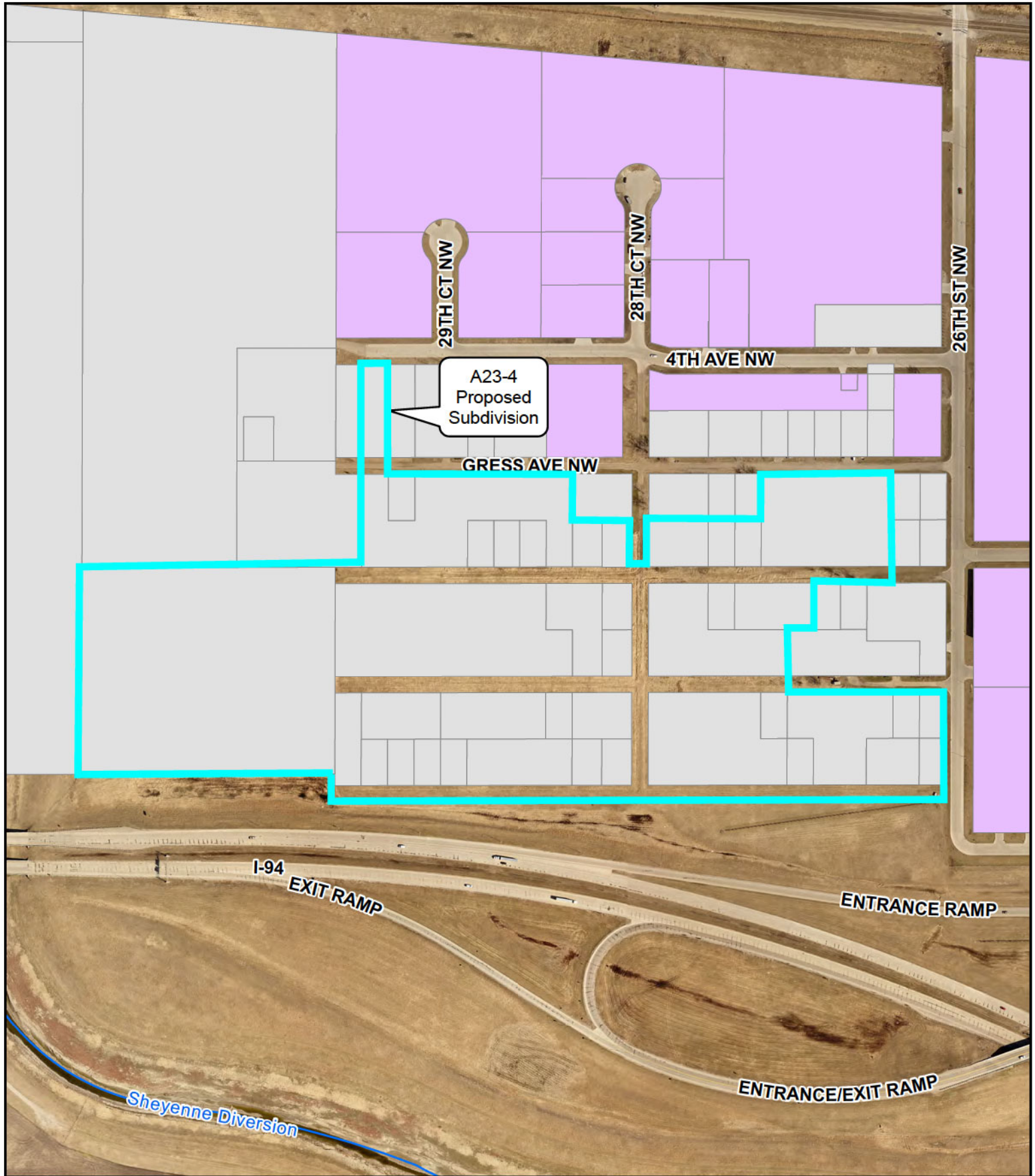
RECOMMENDATION:

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

Attachments:

- Aerial map
- Zoning map
- Final Plat
- Rezoning Ordinance
- Subdivision Development Agreement
- Public Land Dedication Agreement
- Purchase Agreement for Stormwater Ponds
- Preliminary Infrastructure Layout
- Proposed Zoning Exhibit
- Right-of-Way & Public Land Exhibit
- Excerpt from the Northwest Metro Transportation Plan regarding the 26th St NW interchange
- Public Comment



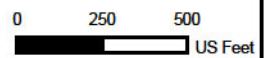


West Fargo Zoning

- A: Agricultural
- C: Light Commercial
- C-OP: Commercial Office Park
- DMU: Downtown Mixed Use
- EMU: Entertainment Mixed Use
- HC: Heavy Commercial

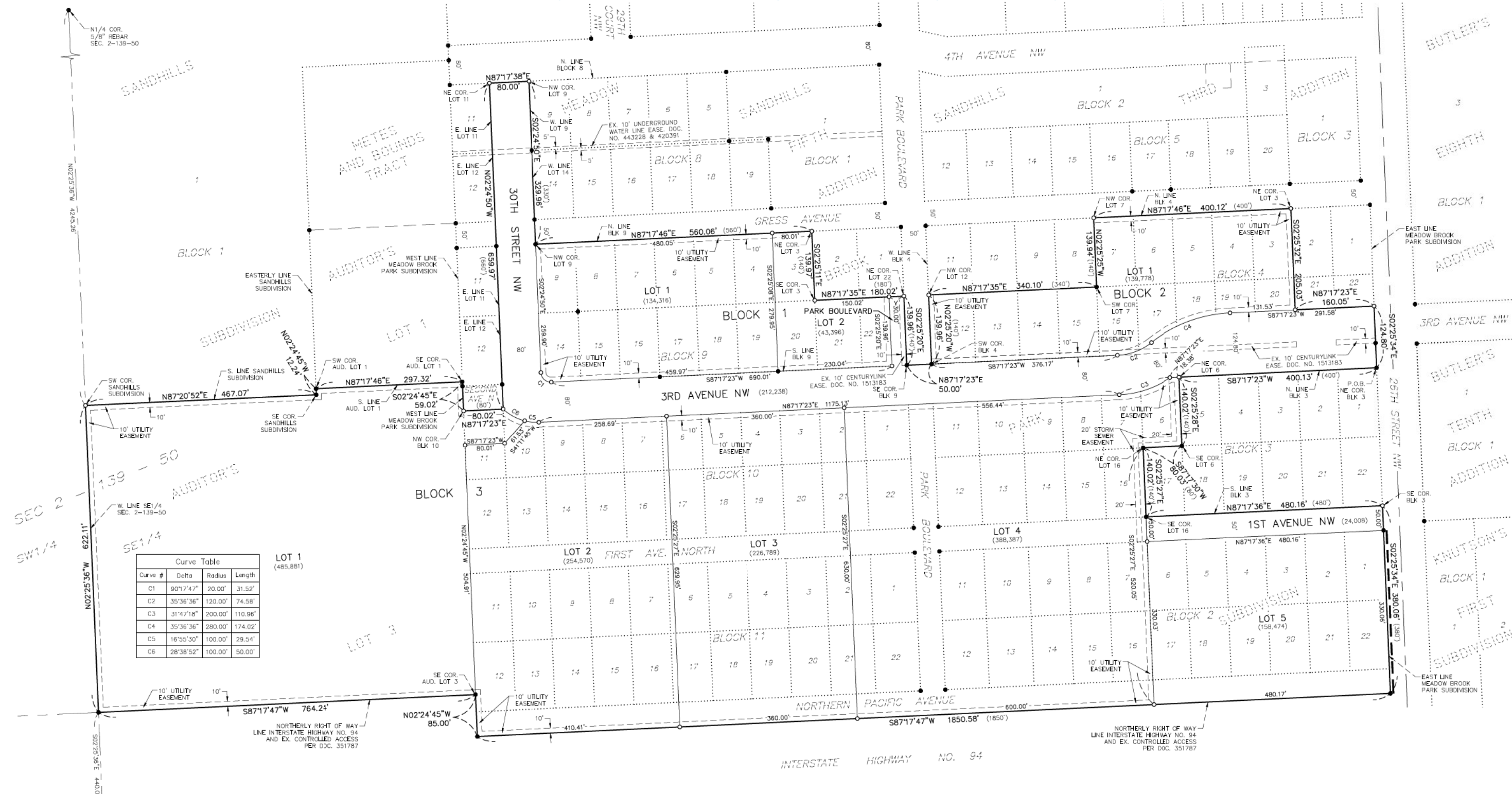
- LI: Light Industrial
- M: Heavy Industrial
- P: Public
- PUD: Planned Unit Development
- R-L1A: Large Lot Single Family Dwelling
- R-1A: Single Family Dwelling
- R-1: One and Two Family Dwelling

- R-1SM: Mixed One and Two Family Dwelling
- R-2: Limited Multiple Dwelling
- R-3: Multiple Dwelling
- R-4: Mobile Home
- R-5: Manufactured Home Subdivision
- R-1E: Rural Estate
- R-R: Rural Residential



PLAT OF SANDHILLS SIXTH ADDITION

TO THE CITY OF WEST FARGO, A REPLAT OF AUDITOR'S LOT 3 AND A REPLAT OF ALL OF BLOCK 2, LOTS 6-16 OF BLOCK 3, LOTS 3-7, 12-20 AND PART OF LOTS 21 AND 22 OF BLOCK 4, LOTS 10 AND 13 OF BLOCK 8, LOTS 3-10 AND 13-22 OF BLOCK 9, ALL OF BLOCKS 10 AND 11, ALL IN MEADOW BROOK PARK SUBDIVISION; A VACATION PLAT OF PART OF FIRST AVENUE NORTH, ALL OF NORTHERN PACIFIC AVENUE AND PART OF PARK BOULEVARD ALL IN MEADOW BROOK PARK SUBDIVISION, ALL IN THE SE1/4 OF SECTION 2, TOWNSHIP 139 NORTH, RANGE 50 WEST, CASS COUNTY, NORTH DAKOTA



Curve Table

Curve #	Delta	Radius	Length
C1	90°17'47"	20.00'	31.52'
C2	35°36'36"	120.00'	74.58'
C3	31°47'18"	200.00'	110.96'
C4	35°36'36"	280.00'	174.02'
C5	16°55'30"	100.00'	29.54'
C6	28°38'52"	100.00'	50.00'

LOT 1 (485,881)

- EASEMENTS OF RECORD
- 1. RIGHT OF WAY EASEMENT TO CASS COUNTY ELECTRIC COOPERATIVE, INC., RECORDED AS DOCUMENT NO. 422121.
 - 2. RIGHT OF WAY EASEMENT TO CASS COUNTY ELECTRIC COOPERATIVE, INC., RECORDED AS DOCUMENT NO. 422123.
 - 3. RIGHT OF WAY EASEMENT TO CASS COUNTY ELECTRIC COOPERATIVE, INC., RECORDED AS DOCUMENT NO. 422124.
 - 4. RIGHT OF WAY EASEMENT TO CASS COUNTY ELECTRIC COOPERATIVE, INC., RECORDED AS DOCUMENT NO. 422126.
 - 5. RIGHT OF WAY EASEMENT TO CASS COUNTY ELECTRIC COOPERATIVE, INC., RECORDED AS DOCUMENT NO. 461991.

- NOTES:
- 1. THE TOTAL AREA OF DEDICATED ROADS IS 236,246 SQUARE FEET OR 5.42 ACRES.
 - 2. THIS PLAT FALLS WITHIN SHADED ZONE "X" ACCORDING TO FEMA FLOOD INSURANCE RATE MAP 3801700565G, EFFECTIVE JANUARY 16, 2015. THIS AREA IS ALSO NOTED AS BEING PROTECTED BY THE 1 PERCENT ANNUAL CHANCE OR GREATER FLOOD HAZARD BY A LEVEE SYSTEM. OVERTOPPING OR FAILURE OF ANY LEVEE SYSTEM IS POSSIBLE.

BASIS OF BEARINGS:
THE NORTH LINE OF BLOCK 3, MEADOW BROOK PARK SUBDIVISION HAS AN ASSUMED BEARING OF S87°17'23"W.



- LEGEND
- IRON MONUMENT FOUND
 - SET 5/8"x18" REBAR WITH YELLOW PLASTIC CAP #6571
 - P.O.B. (134,298)
 - LOT AREA IN SQUARE FEET
 - ACCESS CONTROL
 - RECORD PLAT DISTANCE
 - PLAT BOUNDARY LINE
 - LOT LINE
 - EASEMENT LINE
 - EXISTING LOT LINE
 - QUARTER SECTION LINE
 - EXISTING TRACT LINE



PLAT OF SANDHILLS SIXTH ADDITION

TO THE CITY OF WEST FARGO, A REPLAT OF AUDITOR'S LOT 3 AND A REPLAT OF ALL OF BLOCK 2, LOTS 6-16 OF BLOCK 3, LOTS 3-7, 12-20 AND PART OF LOTS 21 AND 22 OF BLOCK 4, LOTS 10 AND 13 OF BLOCK 8, LOTS 3-10 AND 13-22 OF BLOCK 9, ALL OF BLOCKS 10 AND 11, ALL IN MEADOW BROOK PARK SUBDIVISION; A VACATION PLAT OF PART OF FIRST AVENUE NORTH, ALL OF NORTHERN PACIFIC AVENUE AND PART OF PARK BOULEVARD ALL IN MEADOW BROOK PARK SUBDIVISION, ALL IN THE SE1/4 OF SECTION 2, TOWNSHIP 139 NORTH, RANGE 50 WEST, CASS COUNTY, NORTH DAKOTA

CERTIFICATE

STEVEN W. HOLM, BEING DULY SWORN, DEPOSES AND SAYS THAT HE IS THE REGISTERED LAND SURVEYOR WHO PREPARED AND MADE THE ATTACHED PLAT OF "SANDHILLS SIXTH ADDITION" TO THE CITY OF WEST FARGO, A REPLAT OF AUDITOR'S LOT 3 AND A REPLAT OF ALL OF BLOCK 2, LOTS 6-16 OF BLOCK 3, LOTS 3-7, 12-20 AND PART OF LOTS 21 AND 22 OF BLOCK 4, LOTS 10 AND 13 OF BLOCK 8, LOTS 3-10 AND 13-22 OF BLOCK 9, ALL OF BLOCKS 10 AND 11 ALL IN MEADOW BROOK PARK SUBDIVISION; A VACATION PLAT OF PART OF FIRST AVENUE NORTH, ALL OF NORTHERN PACIFIC AVENUE AND PART OF PARK BOULEVARD ALL IN MEADOW BROOK PARK SUBDIVISION, ALL IN THE SE1/4 OF SECTION 2, TOWNSHIP 139 NORTH, RANGE 50 WEST, CASS COUNTY, NORTH DAKOTA; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE BOUNDARY SURVEY; THAT ALL DISTANCES ARE CORRECTLY SHOWN ON SAID PLAT; THAT MONUMENTS HAVE BEEN PLACED IN THE GROUND AS INDICATED FOR THE GUIDANCE OF FUTURE SURVEYS AND THAT SAID ADDITION IS DESCRIBED AS FOLLOWS, TO WIT:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 139 NORTH, RANGE 50 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CASS COUNTY, NORTH DAKOTA AND THAT PART OF MEADOW BROOK PARK SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF BLOCK 3, SAID MEADOW BROOK PARK SUBDIVISION; THENCE SOUTH 87 DEGREES 17 MINUTES 23 SECONDS WEST ON AN ASSUMED BEARING ALONG THE NORTH LINE OF SAID BLOCK 3 FOR A DISTANCE OF 400.13 FEET TO THE NORTHEAST CORNER OF LOT 6, SAID BLOCK 3; THENCE SOUTH 02 DEGREES 25 MINUTES 28 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 6 FOR A DISTANCE OF 140.02 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 87 DEGREES 17 MINUTES 30 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 6 FOR A DISTANCE OF 80.03 FEET TO THE NORTHEAST CORNER OF LOT 16, SAID BLOCK 3; THENCE SOUTH 02 DEGREES 25 MINUTES 27 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 16 FOR A DISTANCE OF 140.02 FEET TO THE SOUTHEAST CORNER OF SAID LOT 16; THENCE NORTH 87 DEGREES 17 MINUTES 36 SECONDS EAST ALONG THE SOUTH LINE OF SAID BLOCK 3 FOR A DISTANCE OF 480.16 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 3; THENCE SOUTH 02 DEGREES 25 MINUTES 34 SECONDS EAST ALONG THE EAST LINE OF SAID MEADOW BROOK PARK SUBDIVISION FOR A DISTANCE OF 380.06 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 94; THENCE SOUTH 87 DEGREES 17 MINUTES 47 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 1850.58 FEET; THENCE NORTH 02 DEGREES 24 MINUTES 45 SECONDS WEST CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 85.00 FEET; THENCE SOUTH 87 DEGREES 17 MINUTES 47 SECONDS WEST CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 764.24 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2; THENCE NORTH 02 DEGREES 25 MINUTES 36 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER FOR A DISTANCE OF 622.11 FEET TO THE SOUTHWEST CORNER OF SANDHILLS SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF SAID RECORDER; THENCE NORTH 87 DEGREES 20 MINUTES 52 SECONDS EAST ALONG THE SOUTH LINE OF SAID SANDHILLS SUBDIVISION FOR A DISTANCE OF 467.07 FEET TO THE SOUTHEAST CORNER OF SAID SANDHILLS SUBDIVISION; THENCE NORTH 02 DEGREES 24 MINUTES 45 SECONDS WEST ALONG THE EASTERLY LINE OF SAID SANDHILLS SUBDIVISION FOR A DISTANCE OF 12.24 FEET TO THE SOUTHWEST CORNER OF AUDITOR'S LOT NO. 1 OF THE SOUTHEAST QUARTER OF SAID SECTION 2, ACCORDING TO DOCUMENT NO. 572567, RECORDED NOVEMBER 19, 1980, ON FILE AND OF RECORD IN THE OFFICE OF SAID RECORDER; THENCE NORTH 87 DEGREES 17 MINUTES 46 SECONDS EAST ALONG THE SOUTH LINE OF SAID AUDITOR'S LOT NO. 1 FOR A DISTANCE OF 297.32 FEET TO THE SOUTHEAST CORNER OF SAID AUDITOR'S LOT NO. 1, SAID POINT ALSO BEING ON THE WEST LINE OF SAID MEADOW BROOK PARK SUBDIVISION; THENCE SOUTH 02 DEGREES 24 MINUTES 45 SECONDS EAST ALONG SAID WEST LINE FOR A DISTANCE OF 59.02 FEET TO THE NORTHWEST CORNER OF BLOCK 10, SAID MEADOW BROOK PARK SUBDIVISION; THENCE NORTH 87 DEGREES 17 MINUTES 23 SECONDS EAST ALONG THE NORTH LINE OF SAID BLOCK 10 FOR A DISTANCE OF 80.02 FEET TO ITS INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 12, BLOCK 9 SAID MEADOW BROOK PARK SUBDIVISION; THENCE NORTH 02 DEGREES 24 MINUTES 50 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 12 AND THE SOUTHERLY EXTENSION THEREOF AND ALONG THE EAST LINE OF LOT 11 SAID BLOCK 9 AND THE NORTHERLY EXTENSION THEREOF AND ALONG THE EAST LINE OF LOTS 11 AND 12, BLOCK 8, SAID MEADOW BROOK PARK SUBDIVISION FOR A DISTANCE OF 659.97 FEET TO THE NORTHEAST CORNER OF SAID LOT 11, BLOCK 8; THENCE NORTH 87 DEGREES 17 MINUTES 38 SECONDS EAST ALONG THE NORTH LINE OF SAID BLOCK 8 FOR A DISTANCE OF 80.00 FEET TO THE NORTHEAST CORNER OF LOT 9, SAID BLOCK 8; THENCE SOUTH 02 DEGREES 24 MINUTES 50 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 9 AND ALONG THE WEST LINE OF LOT 14, SAID BLOCK 8 AND THE SOUTHERLY EXTENSION THEREOF FOR A DISTANCE OF 329.96 FEET TO THE NORTHWEST CORNER OF LOT 3, SAID BLOCK 9; THENCE NORTH 87 DEGREES 17 MINUTES 46 SECONDS EAST ALONG THE NORTH LINE OF SAID BLOCK 9 FOR A DISTANCE OF 560.06 FEET TO THE NORTHEAST CORNER OF LOT 3, SAID BLOCK 9; THENCE SOUTH 02 DEGREES 25 MINUTES 11 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 3 FOR A DISTANCE OF 139.97 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTH 87 DEGREES 17 MINUTES 35 SECONDS EAST ALONG THE NORTH LINE OF LOTS 21 AND 22, SAID BLOCK 9, FOR A DISTANCE OF 180.02 FEET TO THE NORTHEAST CORNER OF SAID LOT 22; THENCE SOUTH 02 DEGREES 25 MINUTES 20 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 22 FOR A DISTANCE OF 139.96 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 9; THENCE NORTH 87 DEGREES 17 MINUTES 23 SECONDS EAST ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID BLOCK 9 FOR A DISTANCE OF 50.00 FEET TO THE SOUTHWEST CORNER OF BLOCK 4, SAID MEADOW BROOK PARK SUBDIVISION; THENCE NORTH 02 DEGREES 25 MINUTES 20 SECONDS WEST ALONG THE WEST LINE OF SAID BLOCK 4 FOR A DISTANCE OF 139.96 FEET TO THE NORTHWEST CORNER OF LOT 12, SAID BLOCK 4; THENCE NORTH 87 DEGREES 17 MINUTES 35 SECONDS EAST ALONG THE NORTH LINE OF LOTS 12 THROUGH 15, SAID BLOCK 4 FOR A DISTANCE OF 340.10 FEET TO THE SOUTHWEST CORNER OF LOT 7, SAID BLOCK 4; THENCE NORTH 02 DEGREES 25 MINUTES 25 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 7 FOR A DISTANCE OF 139.94 FEET TO THE NORTHWEST CORNER OF SAID LOT 7; THENCE NORTH 87 DEGREES 17 MINUTES 46 SECONDS EAST ALONG THE NORTH LINE OF SAID BLOCK 4 FOR A DISTANCE OF 400.12 FEET TO THE NORTHEAST CORNER OF LOT 3, SAID BLOCK 4; THENCE SOUTH 02 DEGREES 25 MINUTES 32 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 3 AND ALONG THE EAST LINE OF LOT 20, SAID BLOCK 4 FOR A DISTANCE OF 205.03 FEET; THENCE NORTH 87 DEGREES 17 MINUTES 23 SECONDS EAST FOR A DISTANCE OF 160.05 FEET TO THE EAST LINE OF SAID MEADOW BROOK PARK SUBDIVISION; THENCE SOUTH 02 DEGREES 25 MINUTES 34 SECONDS EAST ALONG THE EAST LINE OF SAID MEADOW BROOK PARK SUBDIVISION FOR A DISTANCE OF 124.80 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 47.47 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD, IF ANY.

STEVEN W. HOLM
REGISTERED LAND SURVEYOR
REG. NO. LS-6571



STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2023, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED STEVEN W. HOLM, REGISTERED LAND SURVEYOR, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

WEST FARGO PLANNING COMMISSION APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 2023.

JOSEPH F. KOLB, CHAIRMAN

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2023, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JOSEPH F. KOLB, CHAIRMAN OF THE WEST FARGO PLANNING COMMISSION, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE NAME OF THE WEST FARGO PLANNING COMMISSION.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

WEST FARGO CITY COMMISSION APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 2023.

BERNIE L. DARDIS, PRESIDENT OF
THE WEST FARGO CITY COMMISSION

DUSTIN T. SCOTT, CITY AUDITOR

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2023, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BERNIE L. DARDIS, PRESIDENT OF THE WEST FARGO CITY COMMISSION, AND DUSTIN T. SCOTT, CITY AUDITOR, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THE NAME OF THE CITY OF WEST FARGO

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

DEDICATION

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND DESCRIBED IN THE PLAT OF "SANDHILLS SIXTH ADDITION" TO THE CITY OF WEST FARGO, A REPLAT OF AUDITOR'S LOT 3 AND A REPLAT OF ALL OF BLOCK 2, LOTS 6-16 OF BLOCK 3, LOTS 3-7, 12-20 AND PART OF LOTS 21 AND 22 OF BLOCK 4, LOTS 10 AND 13 OF BLOCK 8, LOTS 3-10 AND 13-22 OF BLOCK 9, ALL OF BLOCKS 10 AND 11 ALL IN MEADOW BROOK PARK SUBDIVISION; A VACATION PLAT OF PART OF FIRST AVENUE NORTH, ALL OF NORTHERN PACIFIC AVENUE AND PART OF PARK BOULEVARD ALL IN MEADOW BROOK PARK SUBDIVISION, ALL IN THE SE1/4 OF SECTION 2, TOWNSHIP 139 NORTH, RANGE 50 WEST, CASS COUNTY, NORTH DAKOTA, THAT WE HAVE CAUSED IT TO BE PLATTED INTO LOTS AND BLOCKS AS SHOWN BY SAID PLAT AND CERTIFICATE OF STEVEN W. HOLM, REGISTERED LAND SURVEYOR, AND THAT THE DESCRIPTION AS SHOWN IN THE CERTIFICATE OF THE REGISTERED LAND SURVEYOR IS CORRECT. WE HEREBY DEDICATE ALL STREETS, AVENUES, STORM SEWER EASEMENTS AND UTILITY EASEMENTS SHOWN ON SAID PLAT TO THE USE OF THE PUBLIC.

OWNER: LOT 1, BLOCK 1 & LOTS 1-4, BLOCK 3:
OCHO INDY, LLC
BY: BAM HOLDINGS, LLP, ITS MANAGER

AUSTIN J. MORRIS, PARTNER

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2023, BY AUSTIN J. MORRIS, A PARTNER OF BAM HOLDINGS, LLP, A NORTH DAKOTA LIMITED LIABILITY PARTNERSHIP, MANAGER OF OCHO INDY, LLC, A NORTH DAKOTA LIMITED LIABILITY COMPANY, ON BEHALF OF THE LIMITED LIABILITY PARTNERSHIP.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

OWNER: LOT 2, BLOCK 1, LOT 1, BLOCK 2 & LOT 5, BLOCK 3:
CITY OF WEST FARGO

BERNIE L. DARDIS, PRESIDENT OF
THE WEST FARGO CITY COMMISSION

DUSTIN T. SCOTT, CITY AUDITOR

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2023, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BERNIE L. DARDIS, PRESIDENT OF THE WEST FARGO CITY COMMISSION, AND DUSTIN T. SCOTT, CITY AUDITOR, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THE NAME OF THE CITY OF WEST FARGO.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

WEST FARGO CITY ATTORNEY APPROVAL

I HEREBY CERTIFY THAT PROPER EVIDENCE OF TITLE HAS BEEN EXAMINED BY ME AND I APPROVE THE PLAT AS TO FORM AND EXECUTION THIS _____ DAY OF _____, 2023.

JOHN T. SHOCKLEY, CITY ATTORNEY

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2023, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JOHN T. SHOCKLEY, CITY ATTORNEY, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS THE CITY ATTORNEY.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

CITY ENGINEER'S APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 2023.



DANIEL R. HANSON, CITY ENGINEER

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2023, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DANIEL R. HANSON, CITY ENGINEER, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS THE CITY ENGINEER.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

ORDINANCE NO. 1237

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF WEST FARGO, NORTH DAKOTA, AS ADOPTED IN SECTION 4-301 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO.

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

SECTION 1. Amendment. The Official Zoning Map of the City of West Fargo, North Dakota, as adopted in Section 4-301 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended as follows:

The district as shown upon the following described area shall be and the same is hereby rezoned from A (Agricultural District) to LI (Light Industrial):

Lot 1, Block 1 and Lots 1-4, Block 3, Sandhills Sixth Addition to the City of West Fargo, North Dakota.

The district as shown upon the following described area shall be and the same is hereby rezoned from A (Agricultural District) to P (Public Facilities):

Lot 2, Block 1; Block 2; and Lot 5, Block 3, Sandhills Sixth Addition to the City of West Fargo.

SECTION 2. Amendment of Zoning Map. The proper City Officials are hereby authorized to amend and change the City Zoning Map to correspond thereto.

SECTION 3. Effective Date. This ordinance shall be in full force and effect from and after the date of its final passage and publication.

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

ATTEST:

City Auditor

Date of First Reading:

Date of Second Reading:

Date of Publication:



SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (the “Agreement”), entered into this ____ day of _____, 2023, (the “Effective Date”) by and between the City of West Fargo, North Dakota (the “City”) and Ocho Indy, LLC (the “Developers”). The City and Developers are, collectively, sometimes referred to herein as the “parties.”

WHEREAS, the Developers are the legal and equitable owners of the following described property (the “Development Lots”): Lot 1, Block 1 and Lots 1-4, Block 3; within the plat of Sandhills 6th Addition to the City of West Fargo, Cass County, North Dakota; and

WHEREAS, the City is the legal and equitable owner of the following described property (the “City Lots”): Lot 2, Block 1; Block 2; and Lot 5, Block 3, within the plat of Sandhills 6th Addition to the City of West Fargo, Cass County, North Dakota; and

WHEREAS, the City is considering for approval the plat of Sandhills 6th Addition to the City (the “Property”); and

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

WHEREAS, the Developers desire the City to construct streets, water, sanitary sewer, and storm sewer infrastructure (the “Public Improvements”) which will be special assessed.

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

I. PARTIES

1. The City, a North Dakota Home Rule Charter City, is vested with the authority to control access to its streets and municipal infrastructure. The City has authority to approve or

disapprove of all subdivision plats within its territorial jurisdiction. The City has the express authority to withhold building permit approval for any structure on the Property for a failure by the Developers to comply with the terms and conditions of this Agreement.

2. Ocho Indy, LLC is a legally recognized North Dakota limited liability company, with the authority to own and develop land. The Developers are the legal and equitable owners of the Property, other than the City Lots. The individuals signing this Agreement are expressly authorized to execute this Agreement on behalf of the Developers.

II. JURISDICTION

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

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

3. The Developers are the “responsible party” with respect to the Development Lots for compliance with all Federal and State environmental statutes, rules and regulations, including storm water runoff regulations.

4. The Developers have submitted final plat of Sandhills 6th Addition which was considered and approved by the City Commission on _____, 2023.

III. IMPROVEMENTS

1. The Developers filed a petition with the City to construct municipal infrastructure to service portions of Sandhills 6th Addition and finance the associated costs by levying and

apportioning special assessments in accordance with city policies. The City accepted the petition and approved a resolution (on May 1, 2023) creating Improvement District No. 1345 for Public Improvements.

2. The Developers must execute a promissory note in a form satisfactory to the City Attorney in a total amount equal to 50% of the engineer's total estimated costs of the Public Improvements to be specially assessed against the Development Lots relating to the improvements being constructed within the Property. The City may only draw upon the promissory notes upon the conditions set forth in this Agreement. There shall be no interest due on the promissory note, except if payment is not made when demanded as provided in the promissory note, and for post judgment interest, if any.

3. The Developers agree that, pursuant to this Agreement, the special assessments on all Development Lots covered by this Agreement, and which have not been "Developed," must be kept from being "In Default." For purposes of this Agreement, "In Default" means that all special assessments on any Development Lots covered by this Agreement may not become three (3) years' delinquent. An assessment becomes "one (1) year delinquent" if it is not paid by March 2 of the next year after the special assessment is levied in the fall. The entire three (3) years of unpaid specials are deemed In Default when any property becomes three (3) years delinquent.

4. It is agreed between the parties that if special assessments on Development Lots covered by this Agreement and which have not been Developed are not paid as set out in the above paragraph, the City Auditor of the City of West Fargo shall give written notice to the Developers of the Development Lots covered by this Agreement for which special assessments are In Default as of March 1 of the appropriate year. The City Auditor shall notify the Developers that if the entire amount of special assessments In Default are not paid by March 16 of that year, or within

fourteen (14) days of the mailing of the notice, whichever is later, that the City Auditor will direct the City Attorney to commence litigation to collect on the promissory notes of the Developers for the full amount in Default. . The Developers have the option of not paying special assessments on Development Lots that the Developers do not own, but instead making a payment directly to the City Auditor for the amount In Default on those Development Lots, which will be placed in the appropriate Bond Sinking Fund.

5. Alternatively, even if the special assessments are not In Default as defined above, if the City Auditor determines that the Bond Sinking Fund of the bond issue out of which the improvements for the Improvement District were financed (the "Bond Fund") has insufficient funds to make the next principal and interest payment coming due on those bonds, the Developers agree, within fourteen (14) days of written request of the City Auditor, to make payments on delinquent special assessments covered by this Agreement in an amount equal to the deficiency determined by the City Auditor so the City is in position to provide for the delinquent Development Lots' pro rata share of the payment of principal and interest on the next Bond payment date. Provided, the maximum amount the Developers have to pay will be capped by the total amount of delinquent special assessments on Development Lots covered by this Agreement. The Developers have the option of not paying special assessments on Development Lots that the Developers do not own, but instead making a payment directly to the City Auditor for the amount delinquent on those lots, which will be placed in the in the Bond Fund. If the Developers do not make the required payment within the fourteen (14) day period, the City Auditor will direct the City Attorney to commence litigation to collect on the promissory note of the Developers for the full amount of such deficiency, up to the maximum amount of delinquent special assessments on lots covered by this Agreement.

6. If the City has to commence litigation to collect on the promissory note and is successful, the Developers agree to pay the City its costs of litigation, including all attorney fees incurred in the litigation necessary to collect on the promissory note(s). Upon receipt of funds from the promissory notes after litigation is commenced (whether by judgment or settlement), the City shall first reimburse itself for all costs of litigation, including attorney fees, then place the remaining funds into the Bond Fund. The City will not apply those sums to pay special assessments on any property covered by this Agreement, but those sums will be used to pay the delinquent Development Lots' pro rata share of principal and interest payments on outstanding bonds which were used to finance the improvements in the special assessment district covered by this Agreement. The City will reduce the promissory note given by the Developers by an amount equal to the amount recovered in a court action or paid directly by the Developers to the City and placed into the bond sinking fund without paying special assessments.

7. If the Developers ever make a payment directly to the City Auditor under this Agreement, or if the City ever collects money after commencing litigation and places those funds into the Bond Fund, or if the City gets back property for delinquent specials for property which the Developers have paid the City money under this Agreement, the City will then create an escrow account. Into that escrow account will be placed assessment payments or lot sale proceeds received by the City that replicate payments already received by the City from the above sentence. For example, assume the Developers, after notice, make a payment directly to the City to cover delinquent assessments on lots not owned by the Developers. Later, assume the City receives payments from the County for special assessment payments covering the same assessments as involved in the Developers payments to the City. In that the City will in effect have been paid twice for those same assessment years, the City will place that money into an escrow account.

Likewise, if the City collects money from the promissory notes after litigation has commenced and places that money directly into the Bond Fund, and then later receives payments from the County for special assessment payments covering the same assessments that were part of the litigation, the City will place that money into an escrow account. Finally, assume a lot covered by this Agreement goes delinquent and the Developers have made payments to the City either directly or as a result of litigation, and the lots then are not sold at a tax sale but become owned by the City, who subsequently sells the lot. The City will place those sale proceeds into an escrow account.

The City may first use the funds in the escrow account to reimburse itself for the cost of selling the lots, or litigation costs incurred under this Agreement not otherwise recovered. The City next may transfer such funds in the escrow account to the Bond Fund for the credit of the Development Lots if there is a deficiency in the Bond Fund.

If the escrow account is formed prior to 50% of the lots being developed, the City will maintain the escrow fund, other than for payments allowed as set out above, until 50% of the lots are developed. If at that time, there is no deficiency in the Bond Fund, and the Developers is no longer in violation of the terms of this Agreement, the City will, to the extent funds allow, reimburse the Developers for payments made directly into the Bond Fund as a result of this Agreement and the promissory note with no interest. Any payments to the Developers under this section will automatically increase the principal amount of the promissory note outstanding. If there are more funds in the escrow account after fully reimbursing the Developers, those funds will be transferred to the Bond Fund for the credit of the Development Lots. If the escrow account is formed after 50% of the lots are developed, or if the Developers were not repaid its entire amount advanced when the property became 50% developed, the same procedures will be followed, with the release date to the Developers being after 75% of the lots are developed.

8. The Developers agree that the promissory note issued pursuant to this Agreement is to be used to secure payment of special assessments pertaining to the Development Lots and covered by this Agreement which are delinquent or in default as provided above on all Development Lots. The Developer's obligation to pay special assessments on a lot is only extinguished when that lot is developed, or when all special assessments for that lot, certified or uncertified, for the Improvement District are paid, whichever occurs first. For purposes of this Agreement, the term "developed" means that a structure for which a building permit has been granted by the City has been constructed on a lot. The sale, tax sale, transfer or other disposition of any lot covered by this Agreement shall have no effect on the obligation of the promissory note.

9. The City Auditor is authorized to reduce the principal amount of the promissory note issued hereunder upon 50% (by area) of the Development Lots being developed. At that time, assuming there is not a deficiency in the Bond Fund, the principal amount of the promissory note will be reduced by 50%. After 75% (by area) of the Development Lots are developed, and assuming there is no deficiency in the Bond Fund, the City Auditor shall release the promissory note and except for the indemnification requirements set forth in Article VI, section 2 of this Agreement, the remainder of Developer's obligations under this Agreement shall become null and void.

10. In the event that any portion or portions of the Improvements are constructed on private property, the owner shall deliver to the City a recordable easement acceptable to the City giving the City perpetual access to that portion constructed on private property. The City shall have the exclusive right and authority to determine whether the proposed easement is acceptable.

11. All streets, water, sanitary sewer, and storm sewer Public Improvements shall be constructed on property platted as public right of way or within public/City easements so as to

allow the City of West Fargo to service said infrastructure. Water and sewer services will be supplied by the City of West Fargo. The Developers will enter into an Improvement District Agreement for Improvement District No. 1345 with the City.

12. The Developers shall pay all assessments made against the Development Lots in accordance with the City's normal allocation procedures relating to said construction including but not limited to constructions costs, hook-up charges, permit fees, sales tax and any other fees associated with construction of the Improvements.

13. The Developers are responsible for developing a drainage plan as a condition of plat approval, which must be approved by the City Engineer. The Developers agree to comply with the City's storm water management policy, including the accommodation of regional retention for the subdivision.

14. Building permits will not be authorized for any lots within Improvement District No. 1345 until street paving or other necessary work is complete and accepted by the City.

15. Building permits will not be authorized for any lots without City infrastructure which includes, but is not limited to, sanitary sewer mains and services, water mains and services, storm sewer mains and lateral, and streets with curb & gutter.

IV. PUBLIC DEDICATION & LAND PURCHAS

1. In conjunction with the platting of Sandhills 6th Addition, the Developers will convey, via warranty deed, all ownership interests in Lot 2, Block 1 and Lot 1, Block 2, Sandhills 6th Addition (the "Pond Lots") to the City of West Fargo for the purpose of providing regional stormwater detention for the development area. The City shall pay for the portion of the Pond Lots acquired from the Developers, on a square-footage basis, minus an area equal to the square-footage

of City-owned land dedicated as 3rd Avenue NW right-of-way on the plat of Sandhills 6th Addition. The cost associated with the City's acquisition of land for the Pond Lots shall be included as part of Improvement District No. 1345.

2. The Developers will pay the City a fee in lieu of public land dedication, as outlined within the Sandhills 6th Addition Public Dedication Agreement, in accordance with Section 4-0407 of the City Ordinances.

VI. GENERAL MATTERS

1. This Agreement is to run with the land and shall be binding upon the Developers, their successors and assigns; and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the Developers, its successors and assigns, to conform to and observe the terms and conditions of this Agreement and agree and consent to the construction of the Improvements upon the Property.

2. In addition to releasing and holding the City, its officers and employees harmless from any and all claims, liability, loss, costs, damages, expenses, actions, or judgments arising out of or related to the construction and installation of Improvements, the Developers agree to indemnify and defend the City, its officers and employees from any and all claims, liability, loss, costs, damages, expenses, actions, or judgments brought against the City relating to or arising out of the Developers or their employees and agents construction and installation of the Improvements. Said indemnification shall include, *inter alia*, attorney's fees, damages, whether punitive, economic or compensatory, and costs and disbursements. However, this paragraph shall not apply to any claims to the extent arising from the City's negligence or intentional acts, or those of its employees, contractors, subcontractors, agents or designees. The Developers specifically agree

and acknowledge that this indemnification provision shall survive until six (6) years after the sale of the final lot.

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

4. This Agreement terminates upon the Developers fulfilling all terms of the Agreement as reasonably deemed by the City, at which time the City shall issue a recordable "Completion Certificate."

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

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

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

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

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

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

10. This Agreement shall be recorded.

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

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

Dated this ____ day of _____, 2023.

CITY OF WEST FARGO

Bernie L. Dardis, President
Board of Commissioners

Dustin Scott, City Auditor

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

Notary Public

BY: BAM HOLDINGS, LLP, ITS MANAGER


Austin J. Morris
Partner of BAM HOLDINGS, LLP

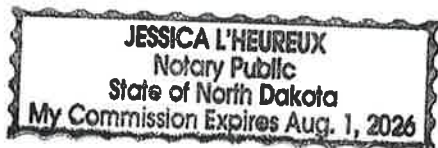
On this 30th day of November, 2023, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Austin J. Morris, known to me to

be the person who is described in and who executed the above and foregoing document and acknowledged to me that he executed the same.

[SEAL]

Jessica L'Heureux

Notary Public



AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between Ocho Indy, LLC (the "Developer") and the City of West Fargo, a North Dakota Municipal corporation (the "City").

WHEREAS, the Developer desires to plat and develop a piece of property in the City of West Fargo to be known as Sandhills 6th Addition (the "Property"); and

WHEREAS, the ordinances of the City of West Fargo require at the time of platting that certain public property be dedicated to the City or a cash payment to be made in lieu thereof; and

WHEREAS, the developer of Sandhills 3rd Addition (West Two Win Properties, LLC) dedicated 54,442 square feet of excess land area over and above the required dedication during the platting of Sandhills 3rd Addition; and

WHEREAS, the City and West Two Win Properties, LLC agreed that the excess area of land dedication made for Sandhills 3rd Addition (54,442 square feet) will be applied to future subdivision plat(s) by West Two Win Properties, LLC in the Sandhills development area, as outlined in an agreement dated September 19, 2016; and;

WHEREAS, the Developer is the successor in title to the property in the Sandhills development area previously owned by West Two Win Properties, LLC; and

WHEREAS, the parties agree that such dedication shall be made as herein provided.

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

1. The City agrees to allow the transfer of the excess land dedication from Sandhills 3rd Addition to Sandhills 6th Addition as the Developer is successor in title to West Two Win Properties.

2. The amount of land dedication required by the City subdivision ordinance for Sandhills 6th Addition is 103,389.66 sq ft. The amount of land dedication credited from Sandhills 3rd Addition is 54,442.00 sq ft. With this credit, the amount of required land dedication for Sandhills 6th Addition is reduced to 48,947.66 sq ft.

3. In lieu of land dedication, the Developer hereby agrees that it will pay a total sum of \$146,842.98, which entire sum shall be paid prior to and as a condition precedent to the City recording the subdivision of Sandhills 6th Addition.

4. The City agrees that it will review the plat of Sandhills 6th Addition, and following regular procedures will approve a plat of Sandhills 6th Addition with public land dedication in the amount set forth in paragraph 1 of this Agreement. Nothing in this agreement shall be construed as exempting the plat of Sandhills 6th Addition from complying with the City of West Fargo's subdivision ordinances as amended from time to time.

5. The parties to this Agreement understand that if the Developer conveys the property interest in Sandhills 6th Addition to another entity or person, those entities or persons shall be bound by the terms of this Agreement. Furthermore, any other successor, heir, assign or assignee of real estate in Sandhills 6th Addition will be bound by the terms of this Agreement, and no entity shall be entitled to a building permit in

Sandhills 6th Addition unless and until the dedications herein described have been made.

6. Any and all claims that arise or may arise against Developer, its agents, servants, or employees while engaged in the use of the Property, shall in no way be the obligation of the City of West Fargo. Furthermore, Developer, its agents, servants, employees, or assigns shall indemnify, hold harmless, and defend the City, its officers and employees against any and all liability, loss, costs, damages, expenses, claims, actions, or judgments, including attorney's fees, which the City, its officers or employees may hereafter sustain, incur, or be required to pay, in any way connected with the use of the Property. However, this paragraph shall not apply to claims to the extent arising out of the City's negligence or intentional acts, or those of its employees, contractors, subcontractors, agents or designees.

7. This Agreement may not be altered or amended except in writing executed by all parties.

8. All parties agree that this Agreement will not be recorded, but it shall be the affirmative duty of the Developer to provide a copy of this Agreement to any successor, heir or assign.

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

10. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause,

phrase, and word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

DEVELOPER: OCHO INDY, LLC
BY: BAM HOLDINGS, LLP, ITS MANAGER



Austin J. Morris
Partner of BAM HOLDINGS, LLP

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 30th day of November, 2023, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Austin J. Morris, known to me to be the person who is described in and who executed the above and foregoing document, and acknowledged to me that he executed the same.



Notary Public

(SEAL)



CITY OF WEST FARGO

BY: _____
Board President

ATTEST: _____
City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Bernie L. Dardis and Dustin T. Scott, known to me to be the President of the Board of City Commissioners and City Auditor, respectively, of the City of West Fargo, that is described in and who executed the above and foregoing document, and acknowledged to me that they executed the same on behalf of the City of West Fargo.

Notary Public

(SEAL)

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made this 8th day of January, 2024 ("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:

Lots 3, 20-22, all in Block 9, 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.

AND

Lots 12-15, all in Block 4, 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

(the "Property").

- a. **Purchase Price and Payment**. The total purchase price for the Property will be the sum of \$213,604.00, (the "Purchase Price"), payable as follows: Upon the delivery of a Warranty Deed by the Seller 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 January 11th, 2024, 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 the Property, 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.
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 the Property is currently in the name of the Seller. Seller has caused the abstract to be updated and certified to a recent date and to include proper searches covering bankruptcies and state and federal judgments and liens. Wheeler McCartney performed a title opinion based upon its review of the updated abstract, which the City has reviewed and approved.
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.** Special assessments for the year in which closing occurs will be prorated through the Date of Closing. The parties agree that the special assessment proration

at closing will be final and not subject to adjustment. City shall also assume all installments of special assessments for the 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 the Property to City, free and clear of all liens, charges and encumbrances, except the Permitted Encumbrances; 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 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, the cost to draft the Warranty Deed, 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 record the Warranty 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 City 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.

(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 T. Scott, City Administrator

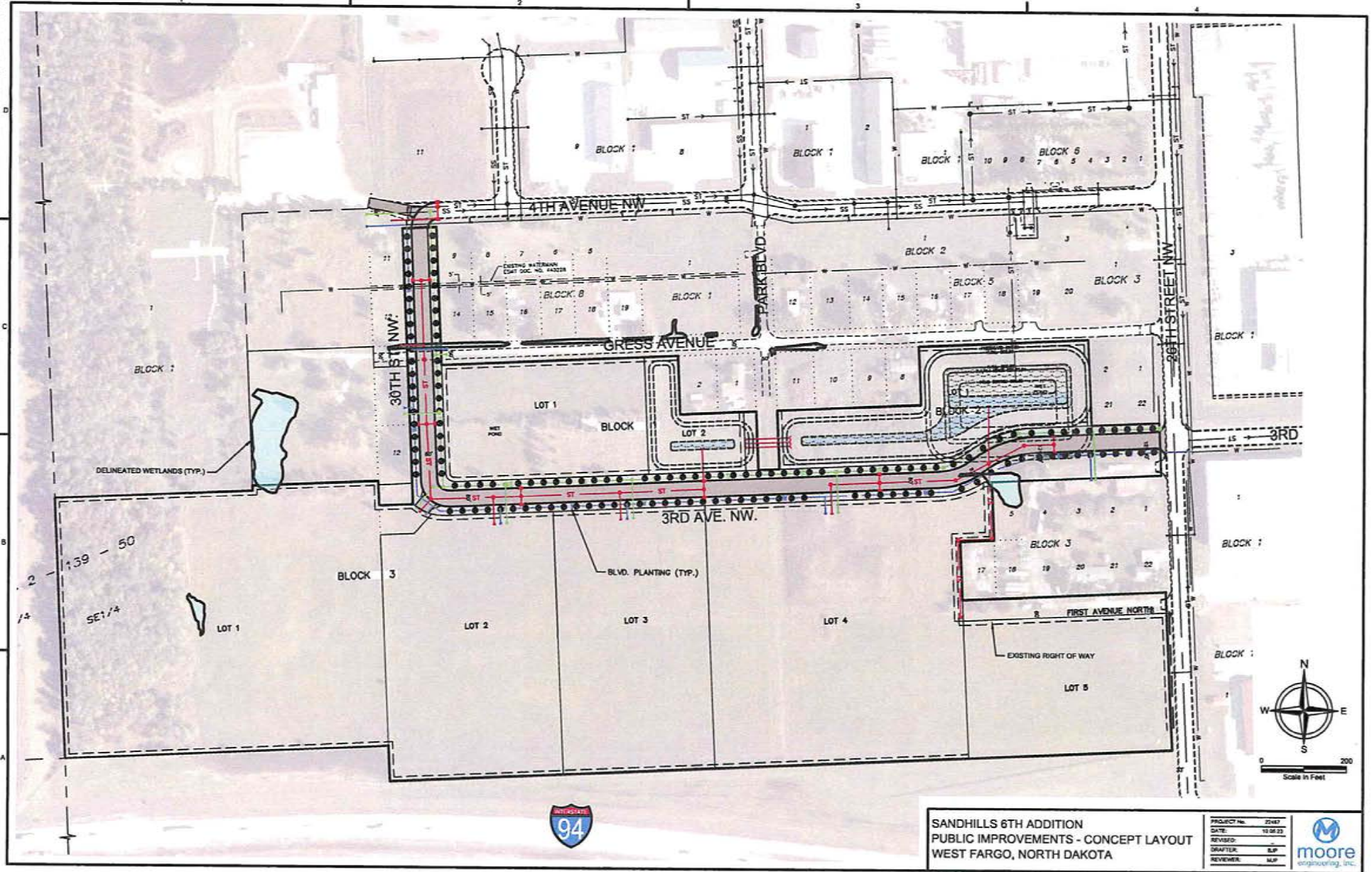
SELLER:

Ocho Indy, LLC

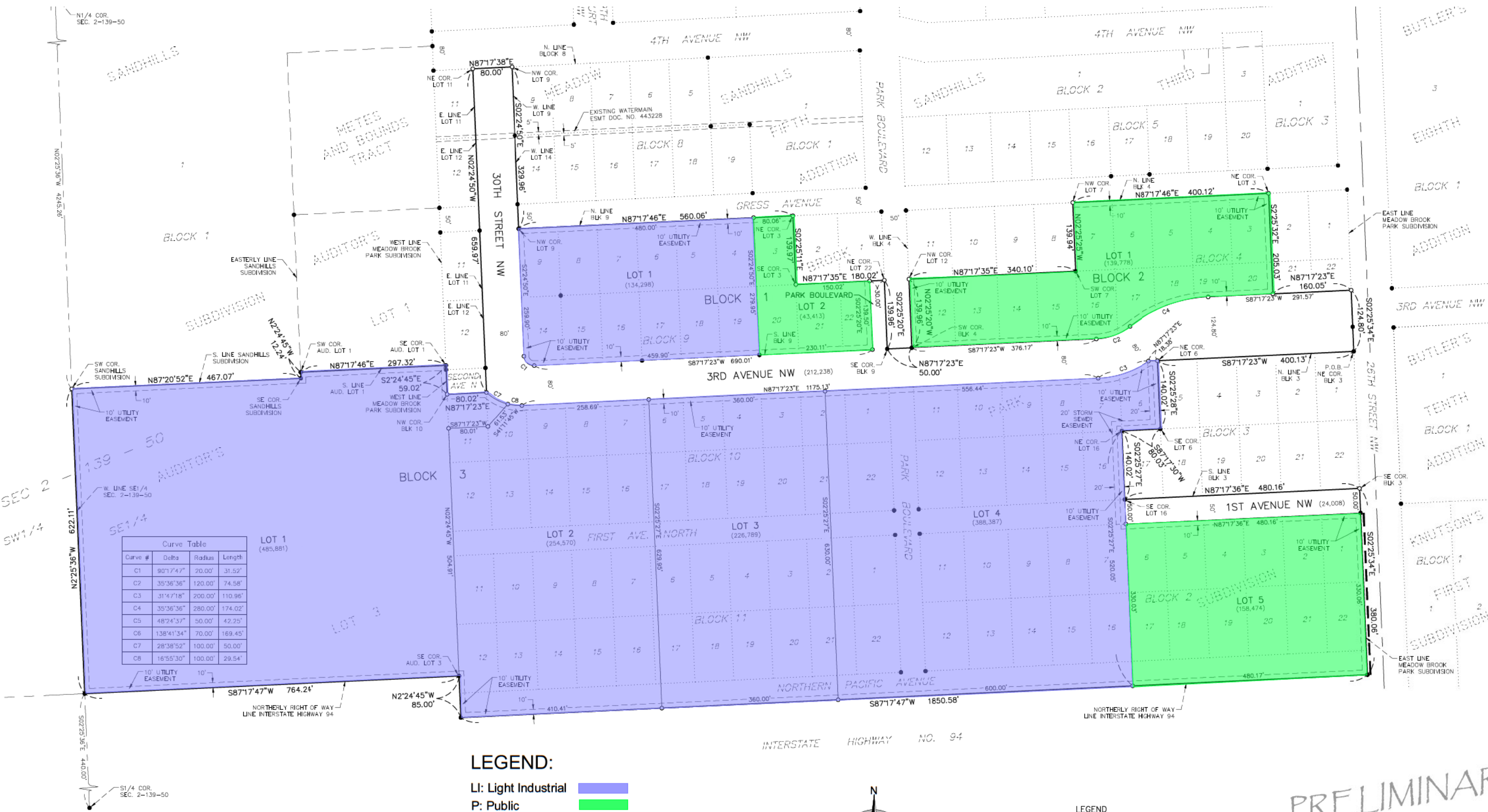
By: BAM Holdings, LLP, its Manager

By: 
Austin J. Morris, Partner

FILE LOCATION: R:\Project\120002\4002346\PC\PL\PRESENTATION\2467-P\Main-Sandhills_20231003_UPDATED.POND.dwg



PLAT OF SANDHILLS SIXTH ADDITION
PROPOSED ZONING EXHIBIT



EASEMENT OF RECORD

- RIGHT OF WAY EASEMENT TO CASS COUNTY ELECTRIC COOPERATIVE, INC., RECORDED AS DOCUMENT NO. 422123.

NOTES:

- ALL DEDICATED ROADS IN THE PLAT OF MEADOW BROOK PARK SUBDIVISION WHICH FALL WITHIN THE BOUNDARY OF THIS PLAT ARE TO BE VACATED WITH THE RECORDING OF THIS DOCUMENT.
- THE TOTAL AREA OF DEDICATED ROADS IS 236,246 SQUARE FEET OR 5.42 ACRES.

BASIS OF BEARINGS:
THE NORTH LINE OF BLOCK 3, MEADOW BROOK PARK SUBDIVISION HAS AN ASSUMED BEARING OF S87°17'23"W.



LEGEND

- IRON MONUMENT FOUND
- SET 5/8"x18" REBAR WITH YELLOW PLASTIC CAP #6571
- POINT OF BEGINNING
- LOT AREA IN SQUARE FEET
- ACCESS CONTROL
- PLAT BOUNDARY LINE
- LOT LINE
- EASEMENT LINE
- EXISTING LOT LINE
- QUARTER SECTION LINE
- EXISTING TRACT LINE

PRELIMINARY

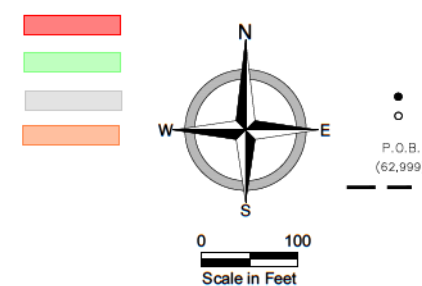
PLAT OF SANDHILLS SIXTH ADDITION
PROPOSED DEDICATION EXHIBIT



LEGEND:

- Proposed New City Property - Purchase
(Retention Pond Expansion)
- Existing City Property
(Retention Pond)
- "Land Swap" Property
- Area A = Existing City Property (Retention Pond)
Area B = Proposed New City Property (Land Swap)
- Subdivision Variance Location

- Proposed Right-of-Way Vacation
Proposed New Right-of-Way Dedication
Existing Right-of-Way (within SH6th Plat)
Project #9036 - City Right-of-Way Purchase



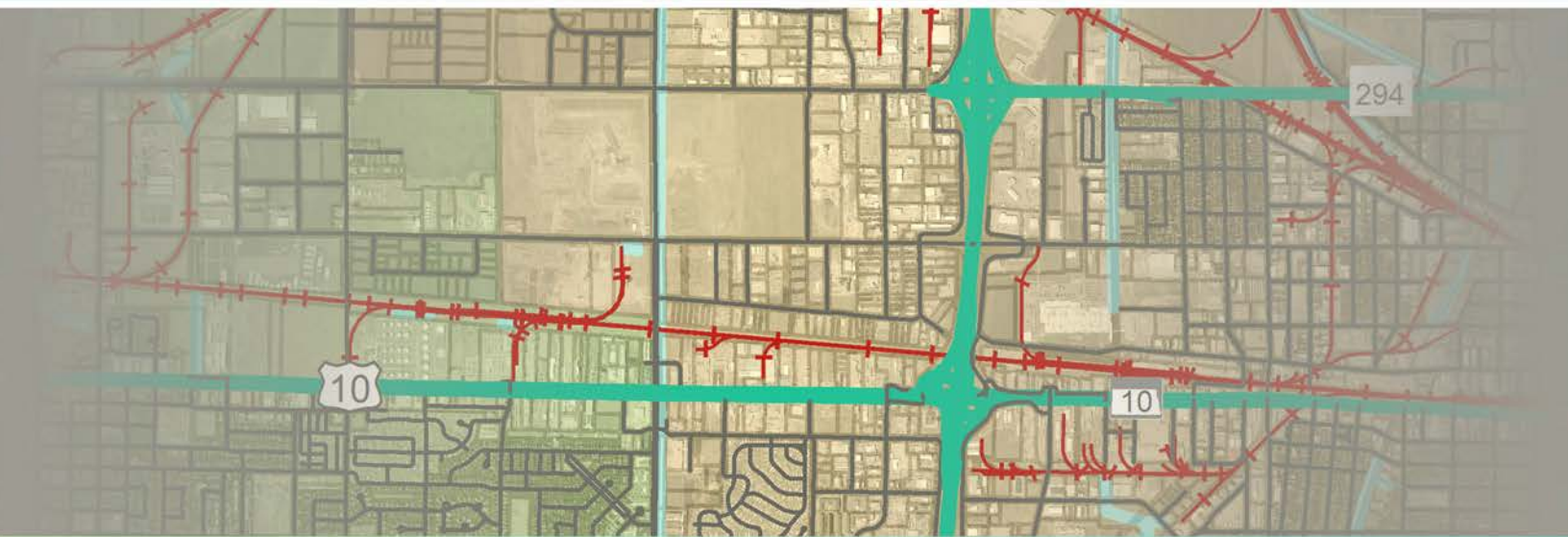
- LEGEND**
- | | |
|-------|----------------------|
| _____ | PLAT BOUNDARY LINE |
| _____ | LOT LINE |
| ----- | EASEMENT LINE |
| | EXISTING LOT LINE |
| _____ | QUARTER SECTION LINE |
| _____ | EXISTING TRACT LINE |

PRELIMINARY

Chapter 4

Transportation

Improvements Assessment



METROCOG
FM REGIONAL TRANSPORTATION PLANNING ORGANIZATION

*Northwest Metro
Transportation Plan*

INTRODUCTION

After establishing the baseline transportation network for the Northwest Metro, a series of scenario analyses were completed to understand the potential impacts to roadway needs. For this study, the scenarios fell into one of the following categories.

- **Traffic Scenario** – An assessment of how different traffic patterns, land uses and growth assumptions can affect the travel demand and overall needs of an area or study area. An example of a traffic scenario includes changes to mode split or increasing development intensity.
- **Infrastructure Scenario** – An assessment of a specific piece of infrastructure that is or is not included in the network. An example of an infrastructure scenario is a new bridge across a river or diversion channel.
- **Focus Area Scenario** – An assessment of a focus area in greater detail to assess various improvement scenarios that could be viable in the area. An example of a focus area scenario includes a corridor evaluating cross-sections and traffic control.

Different modeling tools (travel demand model, roadway investment model, and the traffic operations model) were used for different scenarios. This allows the analysis to use the best tools that will most comprehensively assess the changes in each scenario.

Scenario Identification

Based on the Transportation Network Assessment, the Study Review Committee identified and prioritized the scenarios to be considered. In total, 14 separate alternatives were reviewed, assessed, and prioritized. The alternatives that were determined to be the most critical to the success of the subarea were studied further. They are summarized below:

- **Southwest Gateway** – This scenario evaluated potential solutions to improve connectivity to the southwest portion of the subarea to support growth and improve transportation efficiency. The lack of convenient connectivity to I-94 from the southern half of the subarea shifts traffic to the Raymond Interchange, County Road 15, and I-29 which overburdens existing east-west corridors.
- **East-West Connection** – The proposed transportation network presented in previous chapters resulted in a two-mile gap in east-west connectivity between 19th Avenue and County Road 20, which created major capacity needs on 19th Avenue. There is nowhere in the metro area with this same connectivity gap. This scenario is designed to provide better east-west mobility by improving 32nd Avenue and creating access to I-29.
- **Modal Split** – Currently the travel demand model does not account for trip generation other than vehicles. In the metro area, nine percent of traffic currently does not commute using single occupancy vehicle, with substantially greater percentages in more densely populated parts of the community such as downtown. The subarea is projected to be densely populated. Additionally, traffic patterns are currently evolving to emphasize pedestrian and bicycle trips and work from home arrangements. As such, this scenario looks at traffic patterns with modal split incorporated.
- **County Road 20 Focus Area** – County Road 20 was identified as a corridor of importance in the subarea because of its short-term growth potential and regional connectivity. This scenario included more detailed analysis on this corridor to facilitate short and mid-term investments.

There were a variety of other alternatives that were not prioritized in this analysis. Of those discarded, the following were identified as a lesser priority, but should be considered as part of other more relevant efforts.

- **Northwest Connectivity** – A northwest reliever route that connects I-29 to I-94 around the northwest study area was determined to be a high priority to several key stakeholders. The alignment of this concept and benefits of this concept (i.e., Interstate) are primarily outside the study area and should be studied further as part of the planned Interstate Operations Report scheduled for 2021.

- **Connected and Automated Vehicles** – Connected and autonomous vehicles (CAV) have the potential to completely change regular driving patterns, corridor efficiency, and safety characteristics of the transportation system by interconnecting vehicles and infrastructure and making travel more productive. The majority of key stakeholders agreed that CAVs are expected to be at least 25 percent of the vehicle fleet by 2045. At this level, the overall impacts of CAV will be tempered by an inability of CAVs to connect and communicate with traditional vehicles. This concept should be studied at a regional level as part of an independent study or as part of the next Metropolitan Transportation Plan.
- **Routing Balancing** – Within the context of this study, routing balancing is the idea that local governments can manage growth to the level in which it is possible to shape traffic patterns. For example, in the 50 percent build scenario, 9th Street warrants additional capacity. However, 45th Street to the east and County Road 17 to the west have excess capacity. Meaning, if properly planned, these three parallel corridors could share the traffic burden and each operate effectively with three lanes of traffic. While this scenario has intriguing outcomes, the level of analysis required more detailed land use assumptions than what were currently available. Conditions should be continually monitored as utility expansion continues into the subarea and development requests occur.
- **Raymond Interchange (CR 15) Analysis** – The Raymond Interchange is projected to carry some of the highest traffic volumes in the region under the full build scenario, with nearly 40,000 vehicle trips per day. By comparison, this exceeds most traffic volumes in the metro area, excluding the interstate. While a more detailed analysis will be valuable at this location, there are many variables that should be resolved before analysis is completed. Specifically, the concepts in the southwest gateway concept, which will have significant impacts to the traffic volumes at this interchange, and the unknown growth potential south of the Raymond Interchange. As these variables are resolved, additional analysis should be completed, potentially as part of the upcoming Interstate Operations Study.

SOUTHWEST GATEWAY CONCEPT

The western portion of the study area is the most challenging area to develop due to several transportation barriers including a railroad line, the Sheyenne River Diversion, I-94, and heavy industrial development that historically required minimal connectivity to the north. The southwest portion of the study area also includes some of the most aggressive growth assumptions because it is not encumbered by existing industrial land uses and a railroad line. For this area to meet growth expectations, a number of existing barriers must be mitigated, which will require a sizable investment. This concept considered two variations to improving the transportation network in this portion of the study area.

- **Option 1** – Convert the existing 26th Street alignment to a north-south corridor that crosses the Sheyenne Diversion and railroad tracks and provides access to I-94. This would revise the configuration of the existing I-94 and Main Avenue interchange to include access to 26th Street and a viaduct to be constructed on 26th Street to create a grade-separated diversion and railroad crossing. This option is shown in **Figure 61**.
- **Option 2** – Includes all components of Option 1, with the addition of a second viaduct on the 14th Street alignment. This option is shown in **Figure 62**.

This concept was studied using the travel demand model to estimate regional traffic pattern changes and the roadway infrastructure model to estimate costs.

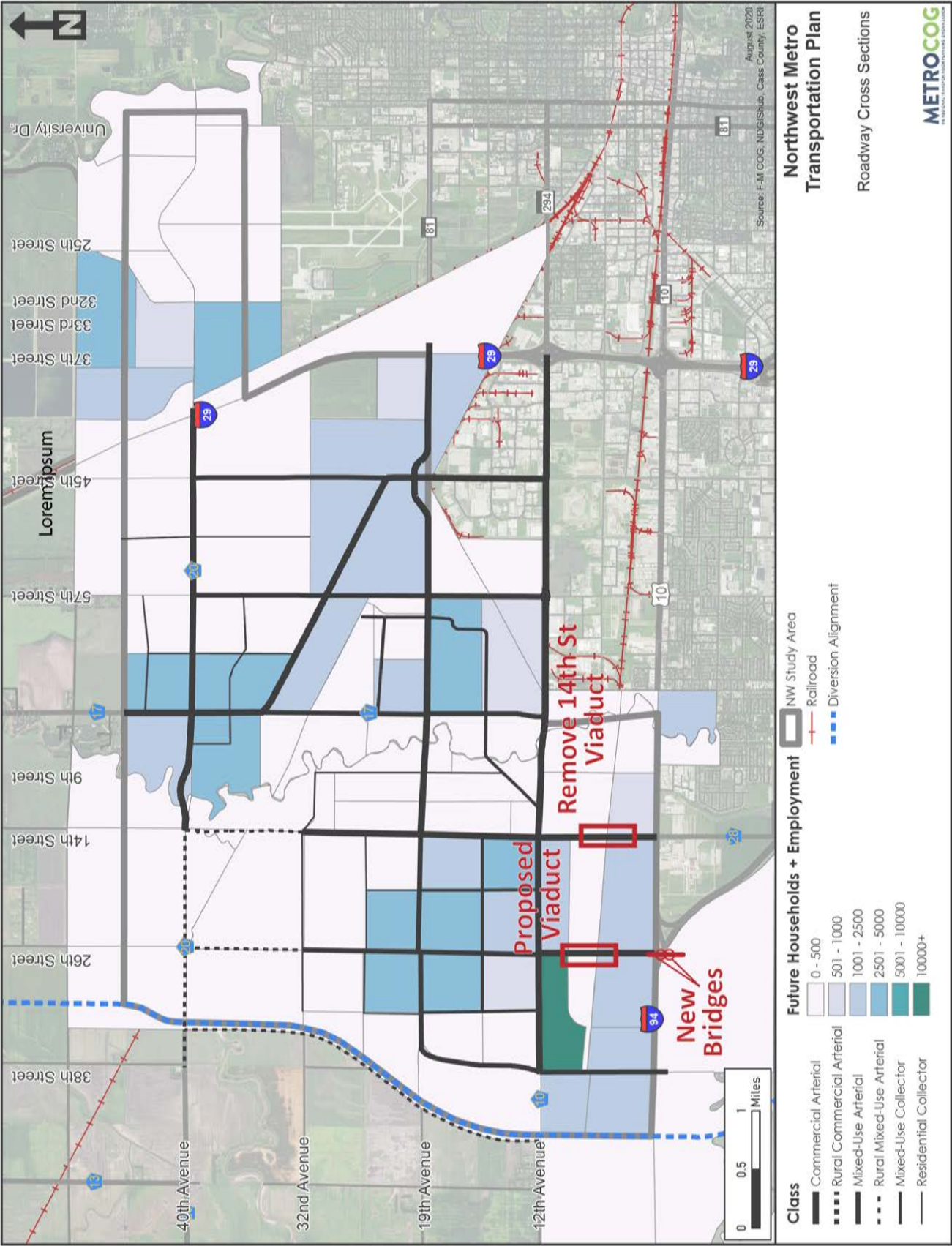


Figure 61 – Southwest Gateway Concept Option 1 Network Revisions

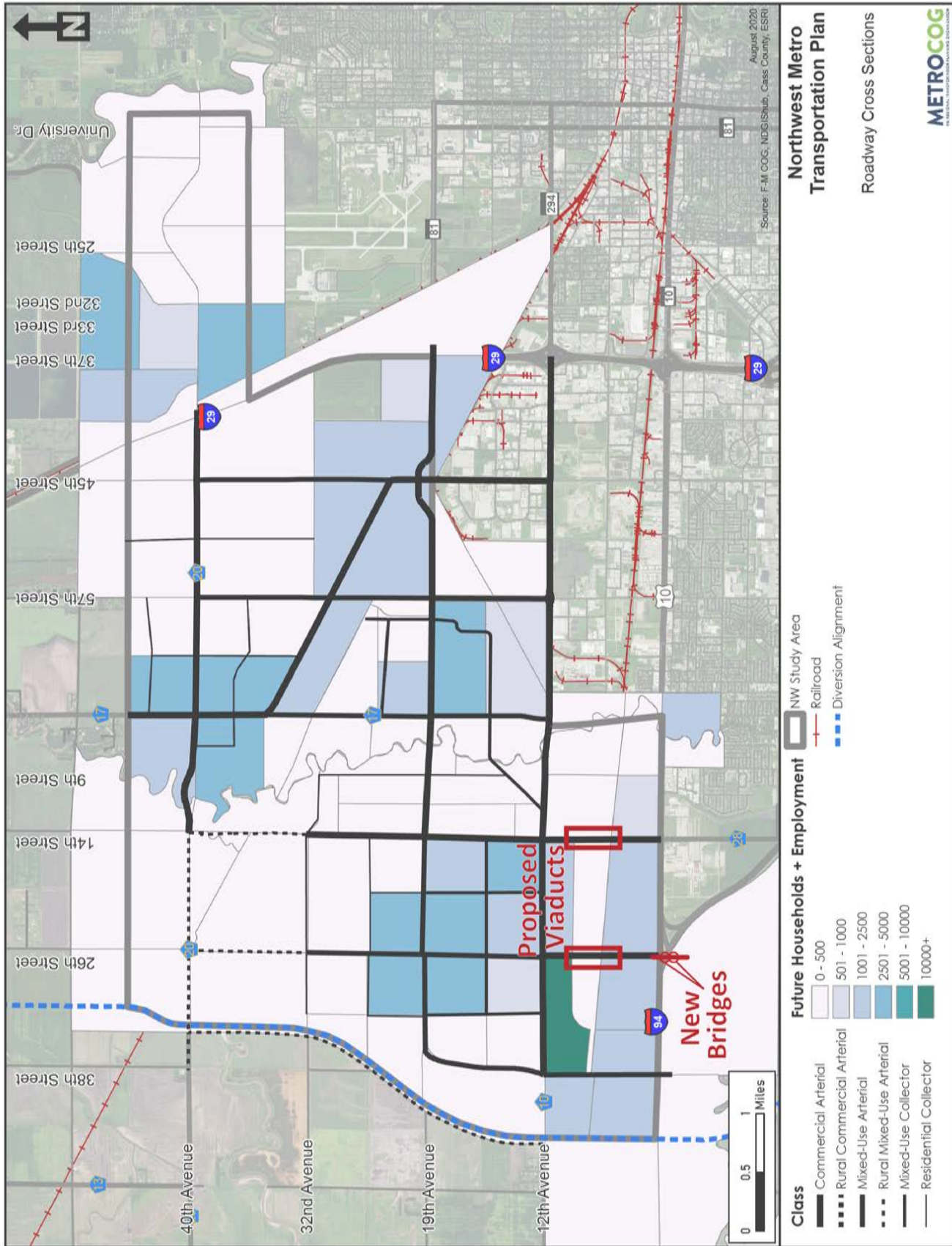


Figure 62 – Southwest Gateway Concept Option 2 Network Revisions

Southwest Gateway Option 1 Model Results

At full build, the new interchange configuration at I-94/Main Avenue/26th Street, shown in **Figure 63** is expected to have a major impact, drawing over 50,000 vehicles per day to 26th Street, just north of I-94. The traffic would then disperse throughout the study area using 12th Avenue. This new interchange would draw around 10,000 vehicles off Cass County Road 15 (CR 15) and between 7,000 to 15,000 vehicles off 19th Avenue, depending on the location. Projected volumes on CR 15 and 19th Avenue in this scenario could be handled with a four-lane section. Both corridors had previously been forecasted as six-lane sections.

At 50 percent build, the new interchange configuration at I-94/Main Avenue/26th Street is expected to draw over 40,000 vehicles per day to 26th Street, just north of I-94. This new interchange would draw around 5,000 vehicles off CR 15 and around 2,000 vehicles from CR 20/40th Avenue. Volume differences on 19th Avenue North near I-29 are expected to be modest.

Southwest Gateway Option 2 Model Results

At full build, the provision of a parallel north-south roadway along 14th Street, shown in **Figure 64**, would alleviate a small amount of traffic from 26th Street, however maximum daily modeled volumes on 26th Street would still approach 50,000. This option also would draw around 10,000 vehicles off CR 15 and around 7,000 to 15,000 vehicles off 19th Avenue. As such, impacts to other major interchanges are expected to be similar to the original Southwest Gateway concept.

At 50 percent build, the new interchange configuration would still be expected to draw 40,000 vehicles per day, with reductions of 5,000 vehicles on CR 15 and 2,000 vehicles on CR 20/40th Avenue. Like the original Southwest Gateway concept in the 50 percent development scenario, impacts to 19th Avenue North traffic are expected to be modest.

Figure 64 – Viaduct Concept at 14th Street



Figure 63 – Southwest Gateway Concept Interstate Access



Summary of Southwest Gateway Options

Both of the Southwest Gateway options provide major network wide benefits under both the full build and 50 percent build demographic conditions as shown in **Table 20**. Not surprisingly, Option 2 with both the 26th Street and 14th Street connections, had the best results but the highest costs. With more direct routes to destinations, the infrastructure included in the southwest gateway scenarios reduce vehicle miles traveled and vehicle hours traveled. However, the more direct routes are highly desirable and create new roadways carrying more than 40,000 vehicles each day. Traffic demand at these levels will require wide cross-sections that are costly and may become a barrier to bicycle and pedestrian movements. However, the wide cross-section on 26th Street would merely relocate wide cross-sections on CR 15, 19th Street, and 14th Street.

Both concepts successfully mitigated congestion and pressure on the east-west corridors in the study area. While 12th Avenue continued to require six lanes of capacity, 19th Avenue was able to be reduced to four lanes. It is clear that the interchange reconfiguration at 26th Street would provide major benefits. When comparing Options 1 and 2 at full build, a 30 percent increase in costs yields only a 15 percent reduction in vehicle miles traveled and seven percent reduction in vehicle hours of delay. From a benefits standpoint, the 14th Street viaduct would provide good connectivity for the more than 15,000 vehicles per day projected to use the corridor. However, it appears that the 14th Street viaduct should be a lesser priority moving forward, as the transportation system still functions at similar levels of service without this investment.

Table 20 – Summary of Southwest Gateway Options

2045 Scenario	Full Build Baseline	Option 1	Option 2	50% Build Baseline	Option 1	Option 2
VMT	9,188,304	9,011,098	8,984,505	8,269,435	8,134,150	8,129,250
VHT	266,817	229,221	226,502	197,279	191,567	190,274
VMT Change	-	-177,206	-203,799	-	-135,285	-140,185
VHT Change	-	-37,596	-40,315	-	-5,712	-6,555
Daily Benefit*		\$812.8 K	\$875.5 K	-	\$153.8 K	\$172.3 K
Miles over 10K ADT	44	42	42	34	32	32
Miles over 20K ADT	23	21	20	13	9	12
Miles over 30K ADT	8	4	5	1	2	2
Miles over 40K ADT	0.1	0.8	0.9	0.0	0.7	0.3
Capacity Reduction	-	CR 15 from I-94 to 12th Avenue (6 to 4 Lanes) 19th Avenue from I-29 to 14th Street (6 to 4 Lanes)			None.	
Estimated Cost (2020)	-	\$69.5 M	\$101.1 M		\$69.5M	\$101.1 M

*MnDOT values published in the Cost-Effectiveness & Benefit-Cost Analysis for Transportation Projects for vehicle miles and vehicle hours were used to calculate daily benefit.

Conclusion

The study review committee agreed that the 26th Street interchange was the optimal access configuration to unlock the growth potential for the southwest growth area. This concept provided clear benefits in terms of barrier mitigation, connectivity and mobility as illustrated by the superior daily benefits provided by the concept. This concept also achieved the goal of mitigating congestion on both 38th Street and 19th Avenue. The 14th Street connection also provided regional benefits but not until the full build scenario. As such, this concept should be considered a long-term improvement given the heavy financial cost of crossing both the Sheyenne Diversion and the Railroad tracks.

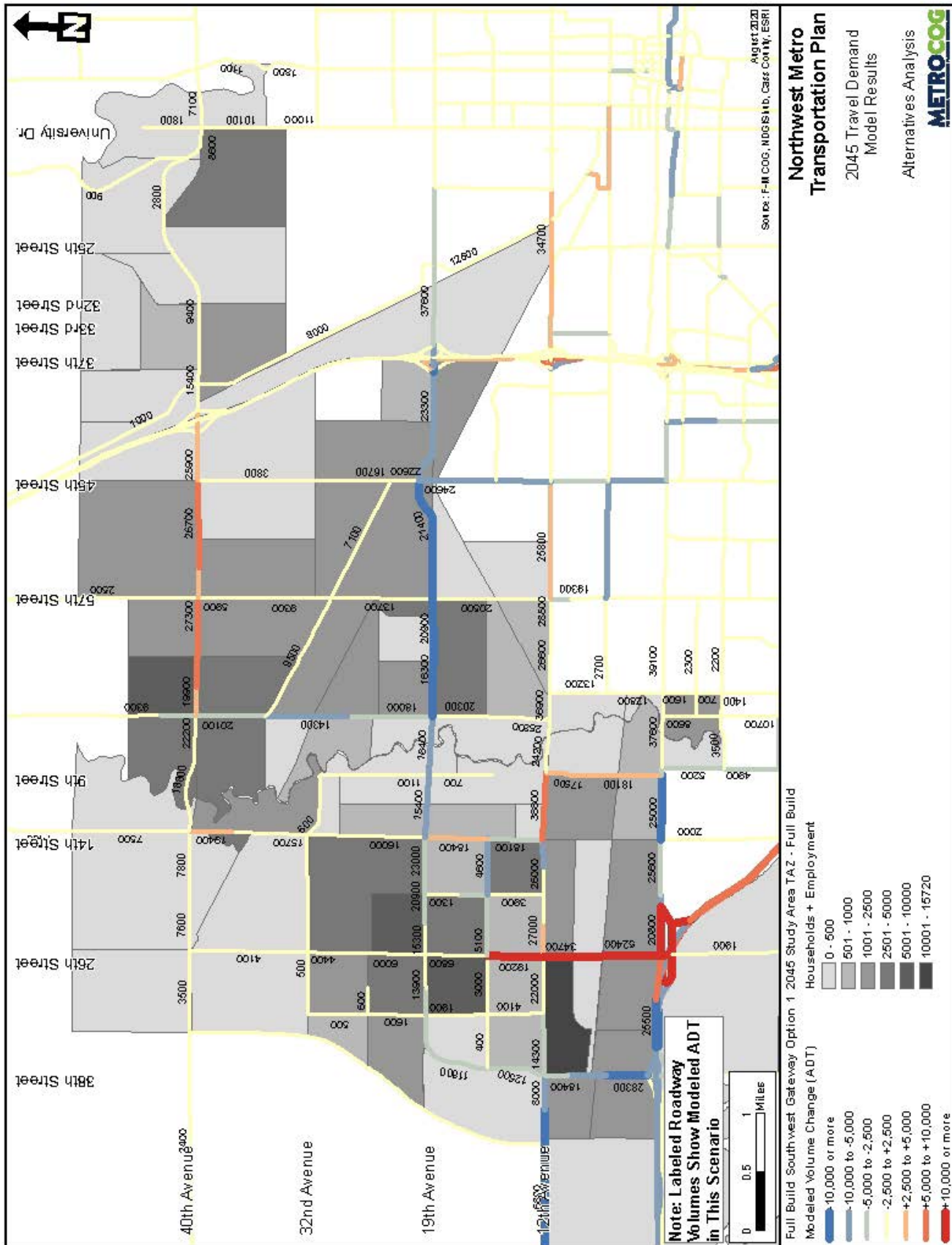


Figure 65 – Southwest Gateway Option 1 Modeled Traffic Volume Changes for Full Build



Figure 66 – Southwest Gateway Option 1 Modeled Traffic Volume Changes for 50 Percent Build

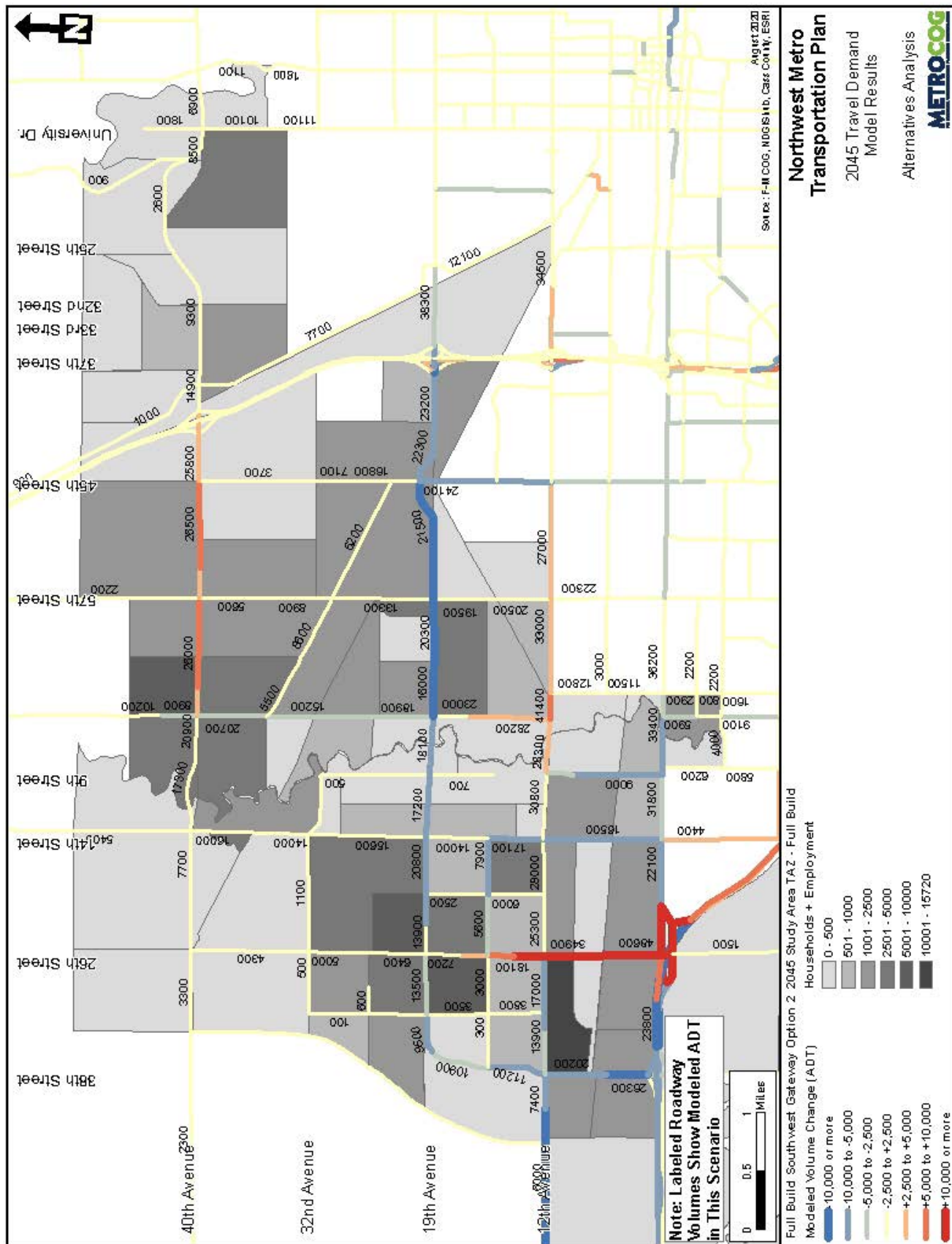


Figure 67 – Southwest Gateway Option 2 Modeled Traffic Volume Changes for Full Build

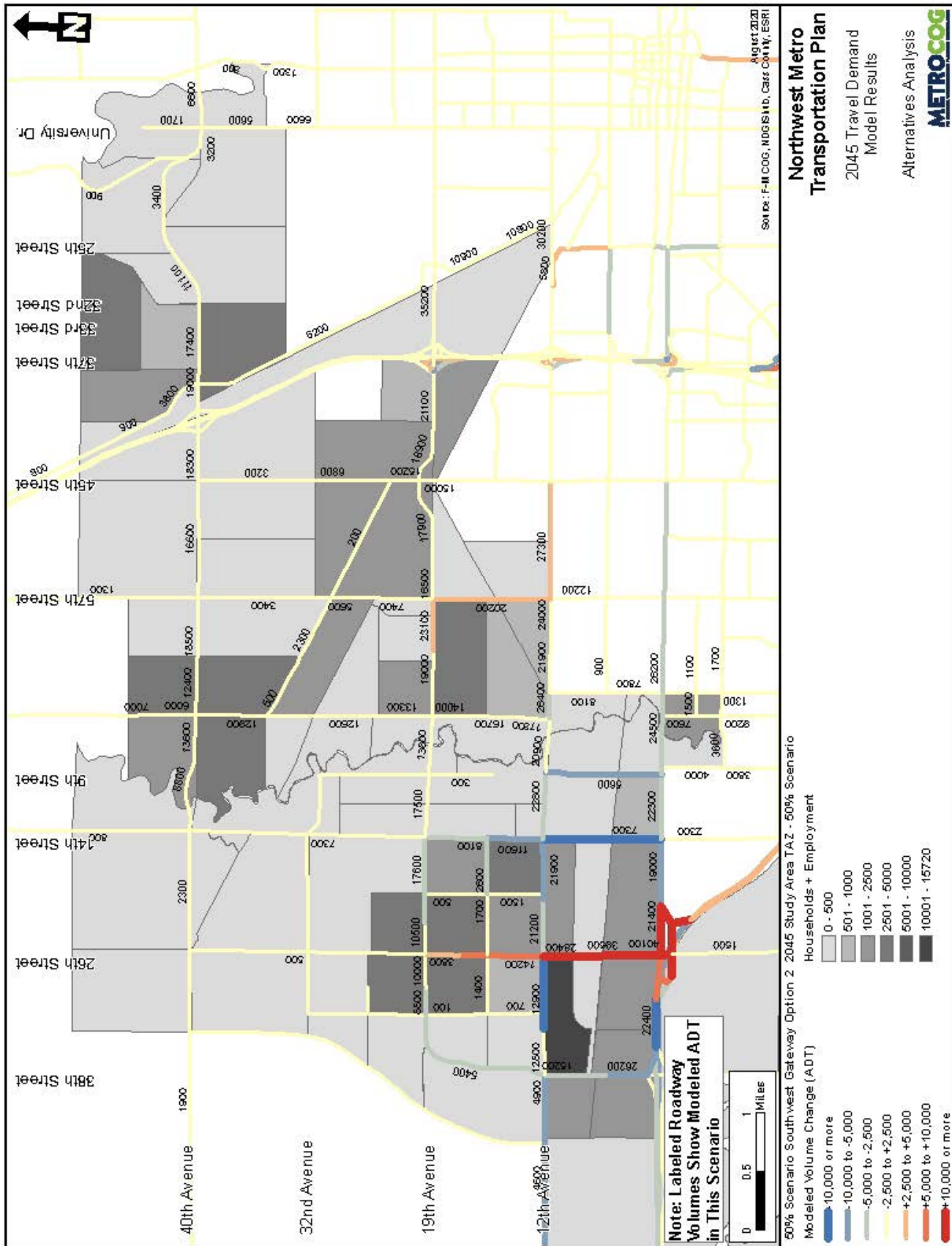


Figure 68 – Southwest Gateway Option 2 Modeled Traffic Volume Changes for 50 Percent Build

Aaron M. Nelson

From: Aaron M. Nelson
Sent: Friday, March 31, 2023 1:18 PM
To: [REDACTED]
Subject: RE: New Submission: Contact Us - Planning and Zoning Commission
Attachments: Contact Us - Planning and Zoning Commission.pdf

Jan,

Thank you for providing comment regarding potential future connection of 26th Street NW to I-94. As this topic is related to the proposed Sandhills 6th Addition development, currently under review by the Planning & Zoning Commission, I will include your comments with the project materials to be presented to the Planning & Zoning Commission and City Commission as this development proposal makes its way through the review process.

In the meantime, please don't hesitate to reach out if you'd like to discuss your concerns in more detail with me. My contact information is listed below.

For now, please know that, at this point in time, the City of West Fargo is only looking to preserve land for a potential future interstate crossing/connection if and when such a connection is needed to accommodate anticipated future City growth and development north, west, and south, of this location. The determination/decision to fund and construct such a connection would not be made until years from now.

Thank you,

Aaron M. Nelson, AICP

Planning Director, City of West Fargo
(701) 515-5373
Visit our website at:
westfargond.gov

From: noreply@westfargond.gov <noreply@westfargond.gov>
Sent: Friday, March 31, 2023 8:40 AM
To: Chanda M. Erickson <Chanda.Erickson@westfargond.gov>
Subject: New Submission: Contact Us - Planning and Zoning Commission

Attached is a submission from the Contact Us - Planning and Zoning Commission form.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



Contact Us - Planning and Zoning Commission

Website: westfargond.gov | Phone: (701) 515-5000

Question / Comment *

Ron Brager and Jan Stickland
2612 4th Ave. NW
West Fargo, ND 58078
[REDACTED]

March 31, 2023

Planning commissioners
City of West Fargo
800 4th Ave E, Suite 1
West Fargo, ND 58078

RE: I94 - 26th St. exit
West Fargo, ND

Dear Commissioners,

We just lately heard of the freeway exit plan. Although we are not in the 150' range of the 194 - 26 St. exit project notification, it will make an impact on us with the specials added on our property taxes. The variation from year to year is drastic. Our specials for the last few years are as follows:

2018 - 2,187.97
2019 - 2,140.96
2020 - 1,606.96
2021 - 7,577.45
2022 - 1,451.45

We have been through the last construction project on 26th and 4th Ave. (formerly Charyl Ave.) in 2017 and are well aware of the turmoil this causes. We are still having problems with 4th Ave. not being recognized as a legitimate postal address for deliveries. The city never fully followed through on what an impact and problems changing a street can make. This is among numerous negative results we have had from that project.

We have lived here since 1997 when it was still Mapleton Township. This was to be our retirement home. We put all our money into purchasing it and borrowed from relatives to meet the price that was asked. Since then, we have worked hard to improve our home and property and expected to enjoy all our efforts through the years. Now being 74 and 72 retired, elderly and health declining we are having to fight to keep our home.

Ron Brager and Jan Stickland

First Name *

Jan

Last Name *

Stickland

Phone Number

[REDACTED]

Email Address *

[REDACTED]

☒ Receive an email copy of this form.

Aaron M. Nelson

From: Kaylee Currie [REDACTED]
Sent: Wednesday, February 15, 2023 11:57 AM
To: Aaron M. Nelson
Cc: Chanda M. Erickson; Lisa A. Sankey
Subject: Re: New Submission: Contact Us - Planning and Zoning Commission ** Sandhills comment

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning Aaron,

I am eager to hear about the follow-up on city support and funds for the purpose of relocating these residents and proceeding with this project. This follow-up has been promised before and repeatedly falls short of even information materializing.

Of note, "fair market value" hardly seems "fair" when the city and developer(s) have worked together for years to create this current "fair market value" situation that exists for these residents. Again, the expectations are not exorbitant;=. These residents, some of whom are near retirement age and have worked for nearly 25 years to pay for their homes, simply want to be able to relocate without driving themselves into debt. Nor does it account for the years of specials they've paid despite being assured "Not to worry," and "It won't have an impact on the residents." Replacement value is what is "fair".

Upon review of previous meetings around Sandhills 3rd edition, a 'tif fund' was proposed. I'd be curious to understand where those funds have supported these residents.

Sincerely,

Kaylee Currie, LCSW
[REDACTED]

On Mon, Feb 13, 2023 at 3:32 PM Aaron M. Nelson <Aaron.Nelson@westfargond.gov> wrote:

Kaylee,

Thanks for the follow-up.

Please be aware that the Planning & Zoning Commission meetings are not live-streamed during the meeting. Although they are recorded and posted to YouTube afterward.

Thanks,

Aaron M. Nelson, AICP

Planning Director, City of West Fargo

(701) 515-5373

Visit our website at:

westfargond.gov

From: Kaylee Currie [REDACTED]
Sent: Monday, February 13, 2023 1:03 PM
To: Aaron M. Nelson <Aaron.Nelson@westfargond.gov>
Cc: Chanda M. Erickson <Chanda.Erickson@westfargond.gov>; Lisa A. Sankey <Lisa.Sankey@westfargond.gov>
Subject: Re: New Submission: Contact Us - Planning and Zoning Commission ** Sandhills comment

Aaron,

Thank you for your reply.

We will be joining via an online presence on the city's YouTube site.

My specific comments are broad intentionally, as the handful of residents remaining in that area have experienced a number of these things.

My dad is Tim Cockayne and stepmom Lea Cockayne. I have been privy to the unfortunate happenings of this situation for its entirety.

Kaylee Currie, LCSW-S

[REDACTED]

On Feb 13, 2023, at 12:43 PM, Aaron M. Nelson <Aaron.Nelson@westfargond.gov> wrote:

Kaylee,

Thank you for providing comment for the proposed Sandhills 6th Addition. We will include a copy of your comments with the item materials as this application makes its way through the review and approval process.

A public hearing on this application is scheduled for 5:30pm tomorrow, Tuesday, February 14, in the City Commission Chambers at West Fargo City Hall. Please feel free to attend and provide additional comment to the Planning & Zoning Commission meeting during the public hearing if you would like.

Do you represent a resident or property owner within the vicinity of the proposed development? This would be helpful context for the Commissioners in relation to your specific comments.

Please feel free to contact me by phone or email if you would like. I would be happy to discuss your concerns at any time.

Thank you,

Aaron M. Nelson, AICP

Planning Director, City of West Fargo

(701) 515-5373

Visit our website at:

westfargond.gov

From: Chanda M. Erickson

Sent: Monday, February 13, 2023 7:29 AM

To: Lisa A. Sankey <Lisa.Sankey@westfargond.gov>; Aaron M. Nelson
<Aaron.Nelson@westfargond.gov>

Subject: FW: New Submission: Contact Us - Planning and Zoning Commission ** Sandhills comment

Chanda Erickson

Planning & Zoning Office Manager, City of West Fargo

(701) 515-5370

westfargond.gov

From: noreply@westfargond.gov <noreply@westfargond.gov>
Sent: Sunday, February 12, 2023 4:52 PM
To: Chanda M. Erickson <Chanda.Erickson@westfargond.gov>
Subject: New Submission: Contact Us - Planning and Zoning Commission

Attached is a submission from the Contact Us - Planning and Zoning Commission form.

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<Contact Us - Planning and Zoning Commission.pdf>

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Contact Us - Planning and Zoning Commission

Website: westfargond.gov | Phone: (701) 515-5000

Question / Comment *

Your suggestion at the end of the Sandhills meeting pdf that this proposal be approved is an appalling misrepresentation. Stating one resident is opposed is completely inaccurate and wildly, conveniently simplified for your proposal. This resident literally said they're not opposed; they want the residents to be relocated first, completely reasonable.

For nearly a decade, these residents have been forced to pay unjust taxes, which they were advised on record they would not be impacted by. Tax documents prove otherwise. Theft.

Are you aware in the time these residents have been under the thumb of the city and developers, they have fought for their lives multiple times (2+ cancer battles, strokes, etc.)? How would you imagine this stress has helped their existing battles? Imagine being their loved ones. Imagine being their friend. Imagine being human.

Ensure these remaining handful of residents are cared for properly before these developers make their fortunes off the backs of these citizens.

What they have been offered thus far is also appalling. It does not account for the value of the home and needing to relocate to a new one, especially in the current housing market and financial climate.

First Name *

Kaylee

Last Name *

C

Phone Number

Email Address *

[REDACTED]

☒ Receive an email copy of this form.

Aaron M. Nelson

From: Aaron M. Nelson
Sent: Monday, April 10, 2023 12:26 PM
To: 'Cockayne Tim'
Subject: RE: Sandhills 6th

That is correct. It will not be discussed at today's meeting and will instead be moved to next month's agenda (the May 9, 2023 meeting agenda).

Thanks,

Aaron M. Nelson, AICP

Planning Director, City of West Fargo
(701) 515-5373
Visit our website at:
westfargond.gov

From: Cockayne Tim [REDACTED]
Sent: Monday, April 10, 2023 11:19 AM
To: Aaron M. Nelson <Aaron.Nelson@westfargond.gov>
Subject: Re: Sandhills 6th

Hi, I see on the agenda that this is continued to May 9 2023, so it will not be discussed at today's meeting?
Just want to make sure this is correct.

Thanks,
Tim & Lea Cockayne

On Monday, March 6, 2023 at 09:55:56 AM CST, Aaron M. Nelson <aaron.nelson@westfargond.gov> wrote:

Good morning, Tim & Lea,

Correct. It was determined that additional time was needed for the developer and City staff to coordinate some next steps. As such, the proposed subdivision & rezone application for Sandhills 6th Addition will not be presented at tomorrow's Planning & Zoning Commission meeting, but will instead be continued for discussion at the April 10 meeting of the Planning & Zoning Commission.

My hope is that the developer will be reaching out to communicate their intended next steps soon—hopefully this week, if they haven't yet.

In the meantime, please let me know if you have any additional questions.

Thank you,

Aaron M. Nelson, AICP

Planning Director, City of West Fargo

(701) 515-5373

Visit our website at:

westfargond.gov

From: Cockayne Tim [REDACTED]
Sent: Saturday, March 4, 2023 6:56 PM
To: Aaron M. Nelson <Aaron.Nelson@westfargond.gov>
Subject: Re: Sandhills 6th

Hi, I see this is listed as Continued to April 10, 2023, so it will not be on the March agenda? I spoke with the mayor this week and he was going to look into any info on a meeting with the residents, city and developer.

Thanks,

Tim & Lea Cockayne

On Friday, January 6, 2023 at 04:41:50 PM CST, Aaron M. Nelson <aaron.nelson@westfargond.gov> wrote:

Tim & Lea,

Thank you for reaching out and providing your comments. I will include a copy of your email with the material that is provided to the Planning & Zoning Commission when they consider this application.

Please be aware that the applicant has requested that this item be continued from the January 10 Planning & Zoning Commission agenda to the February 14 agenda. As such, this item is now scheduled to be heard at the February 14, 2023 meeting of the Planning & Zoning Commission, at which time a public hearing will be held.

The meeting packets are published the Friday prior to the meeting date online at:
<https://www.westfargond.gov/1202/Agendas-Minutes>.

If you have any questions or would like to discuss, I can be reached by phone or email.

Thank you,

Aaron M. Nelson, AICP

Planning Director, City of West Fargo
(701) 515-5373
Visit our website at:
westfargond.gov

From: Cockayne Tim [REDACTED]
Sent: Wednesday, January 4, 2023 7:53 PM
To: Aaron M. Nelson <Aaron.Nelson@westfargond.gov>
Subject: Sandhills 6th

- I am sending this email to express concern with the proposed rezoning, this will surround our home with industrial on all 4 sides. When we purchased our home over 20 years ago it was because it was out of the city but still protected by the diversion, we have paid the mortgage for over 20 years.

We have no interest of living in an industrial park as I would assume most people don't. When we were annexed into the city it was done with other property, so we did not really have a say to the outcome but was told not to worry about anything because we would be gone before any development.

Development has started.

With the development to the north, we were told that the specials would not affect the resident's (see attached video) but that was not the case.

I am not against the development but only after the residents have been taken care of.

Tim & Lea Cockayne
204 Park Blvd
West Fargo, ND 58078

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AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Aaron Nelson
2. PHONE NUMBER: 515-5370 DATE: December 18, 2023
3. AGENDA TITLE:
Public Hearing – A23-17 Sandhills 7th Addition, Approval of First Reading of
Rezone Ordinance
4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
Hold public hearing and approve first reading of the rezone ordinance for the
proposed Sandhills 7th Addition. At their June 13, 2023 meeting, the West Fargo
Planning and Zoning Commission voted to recommend approval of the proposed
rezoning and subdivision on the basis it is consistent with City plans and
ordinances.
5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
Auditor's Lot 1 in Section 2, T139N, R50W; Lots 11-12, Block 9, Meadow Brook
Park Subdivision, City of West Fargo, North Dakota.
6. ACTION BEING REQUESTED FROM CITY COMMISSION:
Hold public hearing and approve first reading of rezone ordinance for Sandhills 7th
Addition

STAFF REPORT

A23-17 SUBDIVISION AND REZONING	
Sandhills 7 th Addition	
Property in Section 2, T139N, R50W, City of West Fargo, North Dakota	
Owner/Applicant: Ryan Restad	Staff Contact: Aaron Nelson
Planning & Zoning Commission Public Hearing:	6-13-2023 (Approval)
City Commission Public Hearing & 1 st Reading:	12-18-2023
2 nd Reading and Final Plat Approval:	

PURPOSE:

Plat/replat and rezone property for future industrial development.

STATEMENTS OF FACT:

Land Use Classification:	G-2 Sub-Urban – Growth Sector
Existing Land Use:	Vacant
Current Zoning District(s):	A: Agricultural
Zoning Overlay District(s):	None
Proposed Zoning District(s):	LI: Light Industrial; P: Public Facilities
Proposed Lot size(s) or range:	2.71 Acres
Total area size:	2.71 Acres
Adjacent Zoning Districts:	North – A: Agricultural; South – A: Agricultural (proposed LI: Light Industrial) East – A: Agricultural; (proposed right-of-way & P: Public Facilities) West – A: Agricultural;
Adjacent street(s):	2 nd Ave NW, Gress Ave NW, (proposed 30 th Street NW)
Adjacent Bike/Pedestrian Facilities:	None
Available Parks/Trail Facilities:	None
Land Dedication Requirements:	5% dedication required or fee-in-lieu

DISCUSSION AND OBSERVATIONS:

- The proposed application is contingent upon the approval of the proposed Sandhills 6th Addition. While the Sandhills 7th Addition is a separate request and under separate ownership from the proposed Sandhills 6th Addition, the two developers are working in coordination, especially in relation to the infrastructure being requested to service both developments.
- The easternmost portion of the subject property was originally platted by the County as part of Meadow Brook Park Subdivision in 1953, prior to incorporation into the City of West Fargo in 2004. However, very little of the original rural residential subdivision was ever actually developed and the subject property remains vacant today.
- The proposed subdivision includes the platting of unplatted property and replatting of existing lots onto a single lot for future industrial development.
- The proposed subdivision would be rezoned from A (Agricultural) to LI (Light Industrial).

STAFF REPORT

- The City's subdivision ordinance requires a 5% public dedication for industrial developments. The Park District has indicated no need for land within the subject property and requests payment in-lieu of land dedication.
- The applicant is coordinating with the developer of Sandhills 6th Addition to accommodate regional stormwater retention within the proposed Sandhills 6th Addition.

NOTICES:

Sent to: Legal notices published in the Forum and notices sent to applicable agencies and departments. Notification letters mailed to owners of property within 150 feet.

Comments Received in relation to revised preliminary plat:

- No comments to date.

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

- Overall, the proposed development is consistent with City plans and ordinances. However, of note is the potential lack of connectivity for this area and adjacent future growth areas. While the West Fargo 2.0 Comprehensive Plan emphasizes the importance of a connected street and transportation system, this area is bounded by the Sheyenne Diversion channel and the interstate highway, which present significant barriers to accessing the development from the north, west, or south.
- The proposed zoning is consistent with existing industrial zoning in the area, as well as past City land use plans that designated this area for future industrial development. While there are a few existing homes within the area further to the east, uses permitted in the LI (Light Industrial) district (such as light manufacturing, wholesale distribution, warehousing, contractor shops, and the like) are relatively free from objectionable nuisances. More-intensive uses (such as general manufacturing, wrecking & salvage yards, petroleum refining, fertilizer manufacturing, cement plants, and the like) are restricted to the M (Heavy Industrial) district, and are not allowed within the proposed LI zoning district.

PLANNING & ZONING RECOMMENDATION:

At their June 13, 2023 meeting, the West Fargo Planning & Zoning Commission voted to recommend approval of the proposed application on the basis that it is consistent with City plans and ordinances.

RECOMMENDATION:

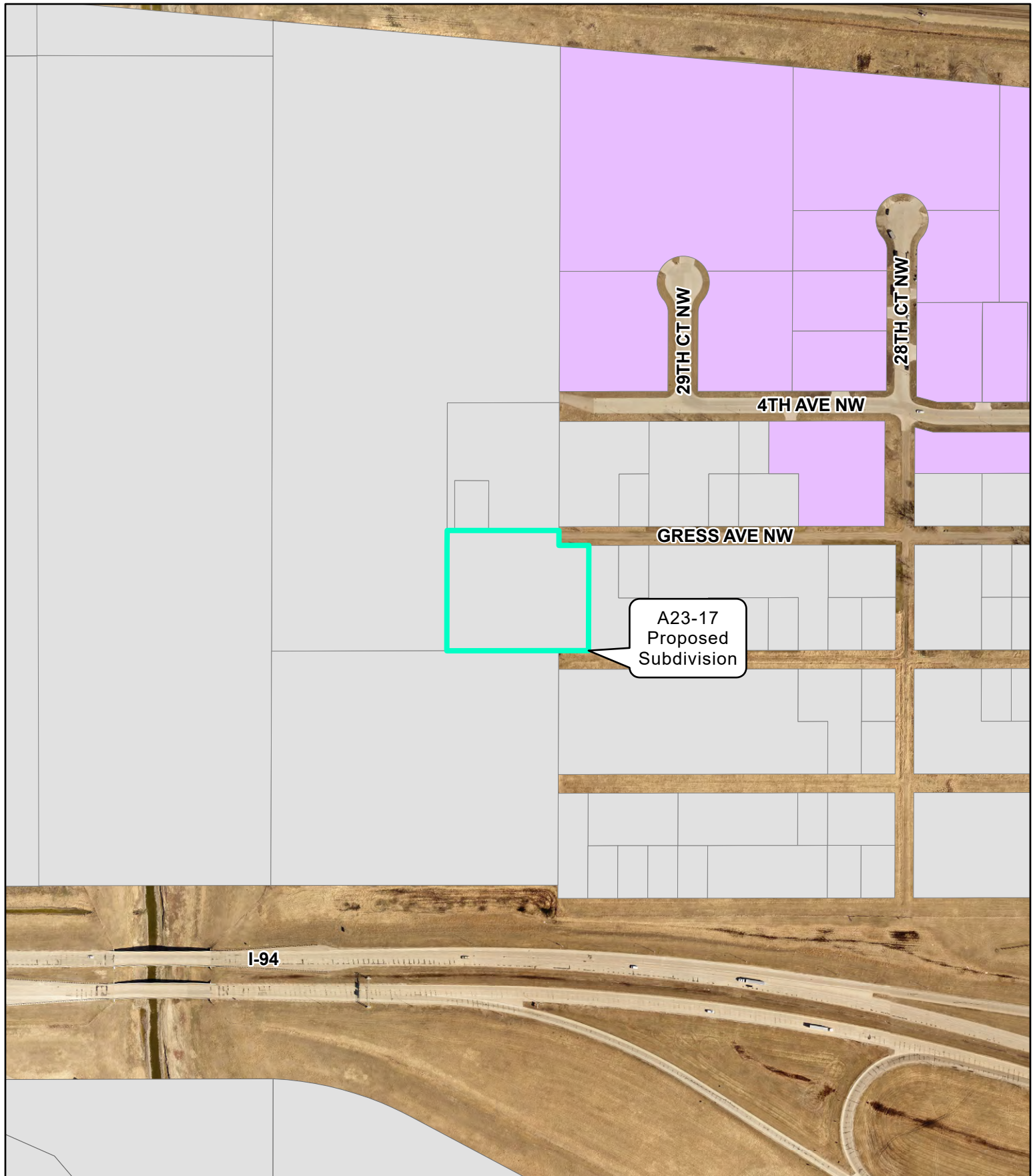
It is recommended that the City approve the proposed application on the basis that it is consistent with City plans and ordinances.

STAFF REPORT

Attachments:

- Aerial map
- Zoning map
- Final Plat
- Rezoning Ordinance
- Subdivision Development Agreement
- Public Land Dedication Agreement
- Preliminary Infrastructure Layout





West Fargo Zoning

- A: Agricultural
- C: Light Commercial
- C-OP: Commercial Office Park
- DMU: Downtown Mixed Use
- EMU: Entertainment Mixed Use
- HC: Heavy Commercial

- LI: Light Industrial
- M: Heavy Industrial
- P: Public
- PUD: Planned Unit Development
- R-L1A: Large Lot Single Family Dwelling
- R-1A: Single Family Dwelling
- R-1: One and Two Family Dwelling

- R-1SM: Mixed One and Two Family Dwelling
- R-2: Limited Multiple Dwelling
- R-3: Multiple Dwelling
- R-4: Mobile Home
- R-5: Manufactured Home Subdivision
- R-1E: Rural Estate
- R-R: Rural Residential



0 300 600 US Feet

PLAT OF
SANDHILLS SEVENTH ADDITION
TO THE CITY OF WEST FARGO, A REPLAT OF AUDITOR'S LOT 1 OF SECTION 2, TOWNSHIP 139
NORTH, RANGE 50 WEST AND A REPLAT OF LOTS 11 AND 12, BLOCK 9, MEADOW BROOK PARK
SUBDIVISION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA



CERTIFICATE

Jacob R. Duchsherer, being duly sworn, deposes and says that he is the registered land surveyor who prepared and made the attached plat of "SANDHILLS SEVENTH ADDITION" to the City of West Fargo, a Replat of Auditor's lot 1 of Section 2, Township 139 North, Range 50 West and a Replat of Lots 11 and 12, Block 9, MEADOW BROOK PARK SUBDIVISION to the City of West Fargo, Cass County, North Dakota; that said plat is a true and correct representation of the survey thereof; that all distances are correctly shown on said plat; that monuments have been placed in the ground as indicated for the guidance of future surveys and that said addition is described as follows, to wit:

That part of the Southeast Quarter of Section 2, Township 139 North, Range 50 West of the Fifth Principal Meridian, Cass County, North Dakota and that part of MEADOW BROOK PARK SUBDIVISION, according to the recorded plat thereof, on file and of record in the office of the Recorder, said County, described as follows:

Beginning at the northwest corner of Lot 11, Block 9, of said MEADOW BROOK PARK SUBDIVISION; thence North 87 degrees 17 minutes 46 seconds East (Assumed Bearing) along the north line of said Lot 11 for a distance of 80.01 feet to the northeast corner of said Lot 11; thence South 02 degrees 24 minutes 50 seconds East along the east lines of Lots 11 and 12, Block 9, of said Meadow Brook Park Subdivision for a distance of 279.99 feet to the southeast corner of said Lot 12; thence South 87 degrees 17 minutes 23 seconds West along the south line of said Lot 12 for a distance of 80.02 feet to the southwest corner of said Lot 12, said point also being on the northerly line of Lot 1, Block 3, SANDHILLS SIXTH ADDITION, according to the recorded plat thereof, on file and of record in the office of the Recorder, said Cass County; thence North 02 degrees 24 minutes 45 seconds West along the west line of said Lot 12 and along the northerly line of said Lot 1, Block 3 for a distance of 9.02 feet to the southeast corner of Auditor's Lot 1 of the Southeast Quarter of said Section 2, according to document No. 572567, recorded November 19, 1980, on file and of record in the office of said Recorder; thence South 87 degrees 17 minutes 46 seconds West along the south line of said Auditor's Lot 1 and along the northerly line of said Lot 1, Block 3 for a distance of 297.32 feet to the southwest corner of said Auditor's Lot 1 said point also being on the east line of SANDHILLS SUBDIVISION, according to the recorded plat thereof, on file and of record in the office of said Recorder; thence North 02 degrees 25 minutes 28 seconds West along the west line of said Auditor's Lot 1 and along the east line of said SANDHILLS SUBDIVISION for a distance of 320.98 feet to the northwest corner of said Auditor's Lot 1; thence North 87 degrees 17 minutes 46 seconds East along the north line of said Auditor's Lot 1 for a distance of 297.39 feet to the Northeast corner of said Auditor's Lot 1 said point also being on the westerly line of said MEADOW BROOK PARK SUBDIVISION; thence South 02 degrees 24 minutes 45 seconds East along the east line of said Auditor's Lot 1 and the westerly line of said MEADOW BROOK PARK SUBDIVISION for a distance of 50.00 feet to the point of beginning.

Said tract contains 2.71 acres, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

Jacob R. Duchsherer
Registered Land Surveyor
REG. NO. LS-28251

State of North Dakota)
County of Cass)

On this _____ day of _____, 2023, before me, a Notary Public in and for said County and State, personally appeared Jacob R. Duchsherer, Registered Land Surveyor, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

Notary Public, Cass County, North Dakota



DEDICATION

We, the undersigned, do hereby certify that we are the owners of the land described in the plat of "SANDHILLS SEVENTH ADDITION" to the City of West Fargo, a Replat of Auditor's Lot 1 of Section 2, Township 139 North, Range 50 West and a Replat of Lots 11 and 12, Block 9, MEADOW BROOK PARK SUBDIVISION to the City of West Fargo, Cass County, North Dakota; that we have caused it to be platted into lots and blocks as shown by said plat and certificate of Jacob R. Duchsherer, Registered Land Surveyor, and that the description as shown in the Certificate of the Registered Land Surveyor is correct. We hereby dedicate all utility easements shown on said plat to the use of the public.

Owner: RJR, LLC

Ryan Restad, Agent

State of North Dakota)
County of Cass)

On this _____ day of _____, 2023, before me, a Notary Public in and for said County and State, personally appeared Ryan Restad, known to me to be an agent of RJR, LLC, that is described in and who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of RJR, LLC.

Notary Public, Cass County, North Dakota

WEST FARGO PLANNING COMMISSION APPROVAL

This plat in the City of West Fargo is hereby approved this _____ day of _____, 2023.

Joseph F. Kolb, Chairman

State of North Dakota)
County of Cass)

On this _____ day of _____, 2023, before me, a Notary Public in and for said County and State, personally appeared Joseph F. Kolb, Chairman of the West Fargo Planning Commission, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same in the name of the West Fargo Planning Commission.

Notary Public, Cass County, North Dakota

WEST FARGO CITY COMMISSION APPROVAL

This plat in the City of West Fargo is hereby approved this _____ day of _____, 2023.

Bernie L. Dardis, President of
the West Fargo City Commission

Dustin Scott, City Auditor

State of North Dakota)
County of Cass)

On this _____ day of _____, 2023, before me, a Notary Public in and for said County and State, personally appeared Bernie L. Dardis, President of the West Fargo City Commission and Dustin Scott, City Auditor, known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as in the name of the City of West Fargo.

Notary Public, Cass County, North Dakota

WEST FARGO CITY ATTORNEY APPROVAL

I hereby certify that proper evidence of title has been examined by me and I approve the plat as to form and execution this _____ day of _____, 2023.

John T. Shockley, City Attorney

State of North Dakota)
County of Cass)

On this _____ day of _____, 2023, before me, a Notary Public in and for said County and State, personally appeared John T. Shockley, City Attorney, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same as City Attorney.

Notary Public, Cass County, North Dakota

CITY ENGINEER'S APPROVAL

This plat in the City of West Fargo is hereby approved this _____ day of _____, 2023.

Daniel R. Hanson, City Engineer
Registered Professional Engineer
NO. PE-4962

State of North Dakota)
County of Cass)

On this _____ day of _____, 2023, before me, a Notary Public in and for said County and State, personally appeared Daniel R. Hanson, City Engineer, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same as City Engineer.

Notary Public, Cass County, North Dakota



EASEMENTS OF RECORD

- RIGHT OF WAY EASEMENT TO CASS COUNTY ELECTRIC COOPERATIVE, INC., RECORDED AS DOCUMENT NO. 422123.
- RIGHT OF WAY EASEMENT TO CASS COUNTY ELECTRIC COOPERATIVE, INC., RECORDED AS DOCUMENT NO. 868410.

NOTE: TOTAL PLATTED AREA: 2.71 ACRES

UTILITY EASEMENTS ARE 10' WIDE ALONG AND ADJACENT TO ALL STREET RIGHT OF WAYS AS SHOWN UNLESS OTHERWISE NOTED.

BASIS OF BEARINGS: THE NORTH LINE OF BLOCK 9, MEADOW BROOK PARK SUBDIVISION HAS AN ASSUMED BEARING OF N87°17'46"E

LEGEND

- IRON MONUMENT SET AND MARKED WITH LAND SURVEYOR NO. 28251
- IRON MONUMENT FOUND
- P.O.B. POINT OF BEGINNING
- (280.00') RECORD DISTANCE
- PLAT BOUNDARY LINE
- LOT LINE
- EASEMENT LINE
- EXISTING LOT LINE



0 60
Scale in Feet

SHEET 1 OF 1
PROJ. NO. 22467B
moore
engineering, inc.

ORDINANCE NO. 1238

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF WEST FARGO, NORTH DAKOTA, AS ADOPTED IN SECTION 4-301 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO.

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

SECTION 1. Amendment. The Official Zoning Map of the City of West Fargo, North Dakota, as adopted in Section 4-301 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended as follows:

The district as shown upon the following described area shall be and the same is hereby rezoned from A (Agricultural District) to LI (Light Industrial):

All of Sandhills Seventh Addition to the City of West Fargo, North Dakota.

SECTION 2. Amendment of Zoning Map. The proper City Officials are hereby authorized to amend and change the City Zoning Map to correspond thereto.

SECTION 3. Effective Date. This ordinance shall be in full force and effect from and after the date of its final passage and publication.

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

ATTEST:

City Auditor

Date of First Reading:

Date of Second Reading:

Date of Publication:



SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (the “Agreement”), entered into this ____ day of _____, 2023, (the “Effective Date”) by and between the City of West Fargo, North Dakota (the “City”) and RJR, LLC (the “Developers”). The City and Developers are, collectively, sometimes referred to herein as the “parties.”

WHEREAS, the Developers are the legal and equitable owners of the following described property (the “Property”): all of Sandhills 7th Addition to the City of West Fargo, Cass County, North Dakota; and

WHEREAS, the City is considering for approval the plat of Sandhills 7th Addition to the City (the “Property”); and

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

WHEREAS, the City is also considering for approval the plat of Sandhills 6th Addition to the City, which would provide right-of-way access and municipal services to Sandhills 7th Addition; and

WHEREAS, the Developers desire the City to construct streets, water, sanitary sewer, and storm sewer infrastructure (the “Public Improvements”) which will be special assessed.

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

I. PARTIES

1. The City, a North Dakota Home Rule Charter City, is vested with the authority to control access to its streets and municipal infrastructure. The City has authority to approve or disapprove of all subdivision plats within its territorial jurisdiction. The City has the express

authority to withhold building permit approval for any structure on the Property for a failure by the Developers to comply with the terms and conditions of this Agreement.

2. The Developers are the legal and equitable owners of the Property and are expressly authorized to execute this Agreement as such.

II. JURISDICTION

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

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

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

4. The Developers have submitted final plat of Sandhills 7th Addition which was considered and approved by the City Commission on _____, 2023.

III. IMPROVEMENTS

1. The Developers filed a petition with the City to construct municipal infrastructure to service portions of Sandhills 7th Addition and finance the associated costs by levying special assessments in accordance with city policies. The City accepted the petition and approved a resolution (on May 1, 2023) creating Improvement District No. 1345 for Public Improvements.

2. The Developers must execute a promissory note in a form satisfactory to the City Attorney in a total amount equal to 50% of the engineer's estimated costs of the Public

Improvements to be assessed against the Property relating to the improvements being constructed within the Property. The City may only draw upon the promissory notes upon the conditions set forth in this Agreement. There shall be no interest due on the promissory note, except if payment is not made when demanded as provided in the promissory note, and for post judgment interest, if any.

3. The Developers agree that, pursuant to this Agreement, the special assessments on all lots covered by this Agreement, and which have not been "Developed," must be kept from being "In Default." For purposes of this Agreement, "In Default" means that all special assessments on any lot covered by this Agreement may not become three years' delinquent. An assessment becomes "one year delinquent" if it is not paid by March 2 of the next year after the assessment is levied in the fall. The entire three years of unpaid specials are deemed In Default when any property becomes three years' delinquent.

4. It is agreed between the parties that if special assessments on lots covered by this Agreement and which have not been Developed are not paid as set out in the above paragraph, the City Auditor of the City of West Fargo shall give written notice to the Developers of the lots covered by this Agreement for which special assessments are In Default as of March 1 of the appropriate year. The City Auditor shall notify the Developers that if the entire amount of special assessments In Default are not paid by March 16 of that year, or within 14 days of the mailing of the notice, whichever is later, that the City Auditor will direct the City Attorney to commence litigation to collect on the promissory notes of the Developers for the full amount in Default, including foreclosing on the Mortgage. The Developers have the option of not paying special assessments on lots that the Developers do not own, but instead making a payment directly to the

City Auditor for the amount In Default on those lots, which will be placed in the appropriate Bond Sinking Fund.

5. Alternatively, even if the special assessments are not In Default as defined above, if the City Auditor determines that the Bond Sinking Fund of the bond issue out of which the improvements for the Improvement District were financed (the "Bond Fund") has insufficient funds to make the next principal and interest payment coming due on those bonds, the Developers agree, within fourteen (14) days of written request of the City Auditor, to make payments on delinquent special assessments covered by this Agreement in an amount equal to the deficiency determined by the City Auditor so the City is in position to provide for the full payment of principal and interest on the next Bond payment date. Provided, the maximum amount the Developers have to pay will be capped by the total amount of delinquent special assessments on lots covered by this Agreement. The Developers have the option of not paying special assessments on lots that the Developers do not own, but instead making a payment directly to the City Auditor for the amount delinquent on those lots, which will be placed in the in the Bond Fund. If the Developers do not make the required payment within the fourteen (14) day period, the City Auditor will direct the City Attorney to commence litigation to collect on the promissory note of the Developers for the full amount of such deficiency, up to the maximum amount of delinquent special assessments on lots covered by this Agreement.

6. If the City has to commence litigation to collect on the promissory note and is successful, the Developers agree to pay the City its costs of litigation, including attorney fees. Upon receipt of funds from the promissory notes after litigation is commenced (whether by judgment or settlement), the City shall first reimburse itself for all costs of litigation, including attorney fees, then place the remaining funds into the Bond Fund. The City will not apply those

sums to pay special assessments on any property covered by this Agreement, but those sums will be used to pay principal and interest payments on outstanding bonds which were used to finance the improvements in the special assessment district covered by this Agreement. The City will reduce the promissory note given by the Developers by an amount equal to the amount recovered in a court action or paid directly by the Developers to the City and placed into the bond sinking fund without paying special assessments.

7. If the Developers ever make a payment directly to the City Auditor under this Agreement, or if the City ever collects money after commencing litigation and places those funds into the Bond Fund, or if the City gets back property for delinquent specials for property which the Developers have paid the City money under this Agreement, the City will then create an escrow account. Into that escrow account will be placed assessment payments or lot sale proceeds received by the City that replicate payments already received by the City from the above sentence. For example, assume the Developers, after notice, make a payment directly to the City to cover delinquent assessments on lots not owned by the Developers. Later, assume the City receives payments from the County for special assessment payments covering the same assessments as involved in the Developers payments to the City. In that the City will in effect have been paid twice for those same assessment years, the City will place that money into an escrow account. Likewise, if the City collects money from the promissory notes after litigation has commenced and places that money directly into the Bond Fund, and then later receives payments from the County for special assessment payments covering the same assessments that were part of the litigation, the City will place that money into an escrow account. Finally, assume a lot covered by this Agreement goes delinquent and the Developers have made payments to the City either directly or as a result

of litigation, and the lots then are not sold at a tax sale but become owned by the City, who subsequently sells the lot. The City will place those sale proceeds into an escrow account.

The City may first use the funds in the escrow account to reimburse itself for the cost of selling the lots, or litigation costs incurred under this Agreement not otherwise recovered. The City next may transfer such funds in the escrow account to the Bond Fund if there is a deficiency in the Bond Fund.

If the escrow account is formed prior to 50% of the lots being developed, the City will maintain the escrow fund, other than for payments allowed as set out above, until 50% of the lots are developed. If at that time, there is no deficiency in the Bond Fund, and the Developers is no longer in violation of the terms of this Agreement, the City will, to the extent funds allow, reimburse the Developers for payments made directly into the Bond Fund as a result of this Agreement and the promissory note with no interest. Any payments to the Developers under this section will automatically increase the principal amount of the promissory note outstanding. If there are more funds in the escrow account after fully reimbursing the Developers, those funds will be transferred to the Bond Fund. If the escrow account is formed after 50% of the lots are developed, or if the Developers were not repaid its entire amount advanced when the property became 50% developed, the same procedures will be followed, with the release date to the Developers being after 75% of the lots are developed.

8. The Developers agree that the promissory note issued pursuant to this Agreement is to be used to secure payment of special assessments covered by this Agreement which are delinquent or in default as provided above on all lots covered by this Agreement. The Developer's obligation to pay special assessments on lots is only extinguished when that lot is developed, or when all special assessments for that lot, certified or uncertified, for the Improvement District are

paid. For purposes of this Agreement, the term "developed" means that a structure for which a building permit has been granted by the City has been constructed on the lot. The sale, tax sale, transfer or other disposition of any lot covered by this Agreement shall have no effect on the obligation of the promissory note.

9. The City Auditor is authorized to reduce the principal amount of the promissory note issued hereunder upon 50% of the lots being developed. At that time, assuming there is not a deficiency in the Bond Fund, the principal amount of the promissory note will be reduced by 50%. After 75% of the lots are developed, and assuming there is no deficiency in the Bond Fund, the City Auditor is authorized to release the promissory note.

10. In the event that any portion or portions of the Improvements are constructed on private property, the owner shall deliver to the City a recordable easement giving the City perpetual access to that portion constructed on private property.

11. All streets, water, sanitary sewer, and storm sewer Public Improvements shall be constructed on property platted as public right of way so as to allow the City of West Fargo to service said infrastructure. Water services will be supplied by the City of West Fargo. The Developers will enter into an Improvement District Agreement for Improvement District No. 1345 with the City.

12. The Developers shall pay all costs relating to said construction including but not limited to constructions costs, hook-up charges, permit fees, sales tax and any other fees associated with construction of the Improvements.

13. The Developers are responsible for developing a drainage plan as a condition of plat approval, which must be approved by the City Engineer. The Developers agree to comply

with the City's storm water management policy, including the accommodation of regional retention for the subdivision.

14. Building permits will not be authorized for any lots within Improvement District No. 1345 until street paving or other necessary work is complete and accepted by the City.

15. Building permits will not be authorized for any lots without City infrastructure which includes, but is not limited to, sanitary sewer mains and services, water mains and services, storm sewer mains and lateral, and streets with curb & gutter.

IV. GENERAL MATTERS

1. This Agreement is to run with the land and shall be binding upon the Developers, their successors and assigns; and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the Developers, its successors and assigns, to conform to and observe the terms and conditions of this Agreement and agree and consent to the construction of the Improvements upon the Property.

2. In addition to releasing and holding the City, its officers and employees harmless from any and all claims, liability, loss, costs, damages, expenses, actions, or judgments arising out of or related to the construction and installation of Improvements, the Developers agree to indemnify and defend the City, its officers and employees from any and all claims, liability, loss, costs, damages, expenses, actions, or judgments brought against the City relating to or arising out of the Developers or their employees and agents construction and installation of the Improvements. Said indemnification shall include, *inter alia*, attorney's fees, damages, whether punitive, economic or compensatory, and costs and disbursements. However, this paragraph shall not apply to suits against the City arising out of its negligence or intentional acts, or those of its employees,

agents or designees. The Developers specifically agree and acknowledge that this indemnification provision shall survive until six (6) years after the sale of the final lot.

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

4. This Agreement terminates upon the Developers fulfilling all terms of the Agreement as deemed by the City and the City's issuance of a written "Completion Certificate", for the Property and Improvements.

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

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

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

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

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

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

10. This Agreement shall be recorded.

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

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

Dated this ____ day of _____, 2023.

CITY OF WEST FARGO

Bernie L. Dardis, President
Board of Commissioners

ATTEST:

Dustin Scott, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

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

[SEAL]

Notary Public

ER: RJR, LLC

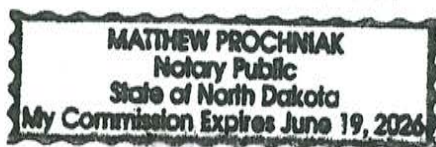
~~Ryan Rustad~~ Rustad

Answer

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

On this 9TH day of November, 2023, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Ryan ~~Rustad~~ ^{Rustad}, known to me to be the person who is described in and who executed the above and foregoing document and acknowledged to me that he executed the same.

[SEAL]



Notary Public

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between RJR, LLC (the "Developer") and the City of West Fargo, a North Dakota Municipal corporation (the "City").

WHEREAS, the Developer desires to plat and develop a piece of property in the City of West Fargo to be known as Sandhills 7th Addition (the "Property"); and

WHEREAS, the ordinances of the City of West Fargo require at the time of platting that certain public property be dedicated to the City or a cash payment to be made in lieu thereof; and

WHEREAS, the parties agree that such dedication shall be made as herein provided.

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

1. The amount of land dedication required for Sandhills 7th Addition is 5,902.38 sq ft. The Developer is proposing to pay a total sum of \$8,853.57 in lieu of public dedication, which entire sum shall be paid prior to and as a condition precedent to the City recording the subdivision plat of Sandhills 7th Addition.

2. The City agrees that it will review the plat of Sandhills 7th Addition, and following regular procedures will approve a plat of Sandhills 7th Addition with payment in lieu of public land dedication in the amount set forth in paragraph 1 of this Agreement. Nothing in this agreement shall be construed as exempting the plat of Sandhills 7th

Addition from complying with the City of West Fargo's subdivision ordinances as amended from time to time.

3. The City agrees that it will use the cash payment in lieu of public dedication for the purpose of providing public uses and facilities which will benefit the general neighborhood of Sandhills 7th Addition under the provisions of the subdivision regulations found under Title IV of the ordinances of the City of West Fargo, North Dakota.

3. The parties to this Agreement understand that if the Developer conveys the property interest in Sandhills 7th Addition to another entity or person, those entities or persons shall be bound by the terms of this Agreement. Furthermore, any other successor, heir, assign or assignee of real estate in Sandhills 7th Addition will be bound by the terms of this Agreement, and no entity shall be entitled to a building permit in Sandhills 7th Addition unless and until the dedications herein described have been made.

4. Any and all claims that arise or may arise against Developer, its agents, servants, or employees while engaged in the use of the Property, shall in no way be the obligation of the City of West Fargo. Furthermore, Developer, its agents, servants, employees, or assigns shall indemnify, hold harmless, and defend the City, its officers and employees against any and all liability, loss, costs, damages, expenses, claims, actions, or judgments, including attorney's fees, which the City, its officers or employees may hereafter sustain, incur, or be required to pay, in any way connected with the use of the Property. However, this paragraph shall not apply to suits against the City arising out of its negligence or intentional acts, or those of its employees, agents or designees.

5. This Agreement may not be altered or amended except in writing executed

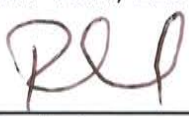
by all parties.

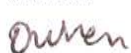
6. All parties agree that this Agreement will not be recorded, but it shall be the affirmative duty of the Developer to provide a copy of this Agreement to any successor, heir or assign.

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

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

DEVELOPER: RJR, LLC

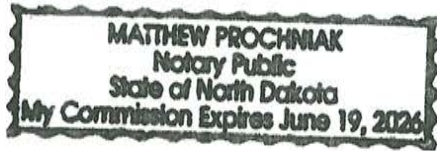
BY: 
Ryan Restad

ITS: 

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 9TH day of November, 2023, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Ryan Restad known to me to be who executed the above and foregoing document, and acknowledged to me that he

executed the same on behalf of Ryan Restad



(SEAL)



Notary Public

CITY OF WEST FARGO

BY: _____
Board President

ATTEST: _____
City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Bernie L. Dardis and Dustin Scott, known to me to be the President of the Board of City Commissioners and City Auditor, respectively, of the City of West Fargo, that is described in and who executed the above and foregoing document, and acknowledged to me that they executed the same on behalf of the City of West Fargo.

Notary Public

(SEAL)





To: West Fargo City Commission
From: Matthew Andvik, Public Works Director
Date: December 18, 2023
Subject: Purchase of sewer evacuation truck.
Action: Approve the invoice for the purchase of a sewer evacuation truck for 2023 budget.

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

Summary and Recommendations

As the city continues to grow, the Sewer Department is adding another sewer evacuation truck to keep up with the operational needs of the city's sewer system.

Public Works has budgeted for a new sewer evacuation truck for the 2023 calendar year. The truck build is now completed and is ready to be delivered.

It is my recommendation that the Commission approves the invoice for the purchase of the new sewer evacuation truck that was approved for the 2023 calendar year budget.

Policy Analysis:

We allocated \$700,000 in our 2023 budget for the addition of a new sewer evacuation truck. The unit price through Source-well for the truck is \$680,889, \$19,111 below budget.

Financial Analysis:

The funds to purchase this unit would come from the Sewer departments 2023 equipment budget approved by the commission.

Process/Timeline:

Once the invoice is approved, we will be able to take delivery of the new unit.



PO Box 166
Fargo, North Dakota 58107-0166

Invoice

87529

Balance Due
\$680,888.78

Bill To
West Fargo, City Of
800 4th Ave E, Ste 1
West Fargo, ND 58078

Invoice Date : Dec 01, 2023

Terms : Net 30

Due Date : Dec 31, 2023

Ship To
117 8th St W
West Fargo, ND 58078

Delivery / Pick-Up : Delivery

Item & Description	SN	VIN	Qty	Rate	Amount
Vactor 2100i	23-11V-22182		1.00 Each	675,323.86	675,323.86
Freightliner 114SD		1FVHG3F M6RHVE2 745	1.00 Each	0.00	0.00
70530-30 Adaptor			1.00	5.13	5.13
501256-30 Adaptor			1.00	55.18	55.18
46438ZL-30 Reel w/ hose			1.00	1,489.11	1,489.11
504228B-30 Handgun Mount Plate			1.00	28.37	28.37
500619AD-30 Digging Lance Kit			1.00	1,616.48	1,616.48
511656F-30 Tube 7" x 90"			2.00	576.03	1,152.06
511656C-30 Tube 7" x 60"			1.00	434.54	434.54
89376AV-30 Ball Valve			1.00	705.41	705.41
89376AW-30 Ball Valve			1.00	176.44	176.44
100063 Rambo Nozzle			1.00	1,302.88	1,302.88
100041 Sewer Nozzle			1.00	1,599.32	1,599.32
Discount on original Vactor purchase			1.00	-3,000.00	-3,000.00
				Sub Total	680,888.78
				Total	\$680,888.78

Fargo, ND (701) 282.0296 - 1402 41st St. N
Sioux Falls, SD (605) 332.2487 - 901 E 48th St N.
St. Cloud, MN - 1051 7th St. SE

Please Remit Payment To: PO Box 166 Fargo, ND 58107-0166

Balance Due

\$680,888.78

Terms & Conditions

- * If paying with credit card, a convenience fee of 3% will be added on any invoice total over \$3,000.00.
- * 1-1/2% monthly finance charges will be applied on all past due charges after 30 days.
- * Returns will be subject to a 20% re-stocking fee.
- * No returns after 30 days.
- * Electrical and special order parts can not be returned.

Authorized Signature _____

Fargo, ND (701) 282.0296 - 1402 41st St. N
Sioux Falls, SD (605) 332.2487 - 901 E 48th St N.
St. Cloud, MN - 1051 7th St. SE

Please Remit Payment To: PO Box 166 Fargo, ND 58107-0166



To: West Fargo City Commission
From: Matthew Andvik, Public Works Director
Date: December 18, 2023
Subject: Sanitation Rate and Operational Changes.
Action: Select and Approve Sanitation Rate and Operational Change.

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

Administration

Dustin Scott,
Administrator

Summary and Recommendation:

The Sanitation Study made recommendations for changing collection to safer practices. Updating the current ordinance to only allow city issued and approved containers for collection will disallow small containers that have to be manipulated and emptied by hand. All approved containers will be serviceable by the sanitation vehicles.

Based on recommendations from the Sanitation Study and feedback through the survey and public input meeting, the "follow truck" will be replaced with a scheduled bulky collection model. A larger 96-gallon cart will also be an option. Options for rates and fees will be presented for commission direction.

Combining Friday and Wednesday residential collection routes will reduce staff input time. This allows for double collection days to be avoided by shifting collection a day. Recycling collection will then be able to follow garbage collection during holiday weeks. Friday is a larger commercial collection day and staff will be re allocated to collection, cart and equipment delivery and maintenance. With changes to sizes of offered carts, we expect this to increase even more needing dedicated time for cart size swaps.

The sanitation study consultant identified front end load collection trucks to be a long-term improvement on safety and efficiency of commercial and multi-family housing collection. They also laid out a strategy to work in the trucks with an initial trial program including two front load trucks and dumpsters. The sanitation departments 10-year equipment plan has been adjusted to convert the fleet to front load commercial dumpster collection.

After a public survey and a public input meeting, staff has put together some changes to the department collection policies rate schedules.

We identified 3 options of rate changes and 2 options for operation changes, to present to the Commission. (See accompanying documents)

Rate Option 2 combined with bulky item Option 2, is the staff preferred, options to proceed with.

Financial Analysis:

These rate options will allow the Sanitation Department to be self-funding by the year 2026. At the end to the proposed 5-year rate schedule we would have a reserve balance between \$1.9 million and \$2.3 million.

Process/Timeline:

January 1, 2024 rate increase would go into effect if approved.

July 1, 2024 all Operational Changes would go into effect.



"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: December 18, 2023

Subject: District No. 1345 – Sandhills 6th Addition

Action: Conduct the Resolution of Necessity Public Hearing; Approve both a Resolution of Insufficient Protests and a Task order for "Basic Services".

New Information and Recommendation:

On November 6, 2023 the Commission approved the Resolution of Necessity which scheduled a public hearing for December 18th. Upon conclusion of this public hearing, if the Commission 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.

The following documents are attached for review/consideration:

- Map of properties in opposition to the creation of Imp. Dist. 1345
- Task Order No. 75-1
- Associated Resolution (1)

Staff Recommendation: Conduct the Resolution of Necessity Public Hearing; Approve both a Resolution of Insufficient Protests and a Task Order for "Basic Services".

Financial Analysis:

This project is petitioned and intended to be 100% paid for via special assessments to benefitting properties within the Improvement District.

Previously Presented Information and Commission Actions:

November 6, 2023-

- Staff Recommendation: Accept and Approve Amended Resolution Declaring Work Necessary
- Commission Action: Commissioner Simmons moved and Commissioner Olson seconded to approve. No opposition, motion carried.

October 16, 2023 –

- Staff Recommendation: Approve Amended Engineer's Report
- Commission Action: Commissioner Olson moved and Commissioner Anderson seconded to approve. Commissioner Simmons was absent and not voting. No opposition, motion carried.

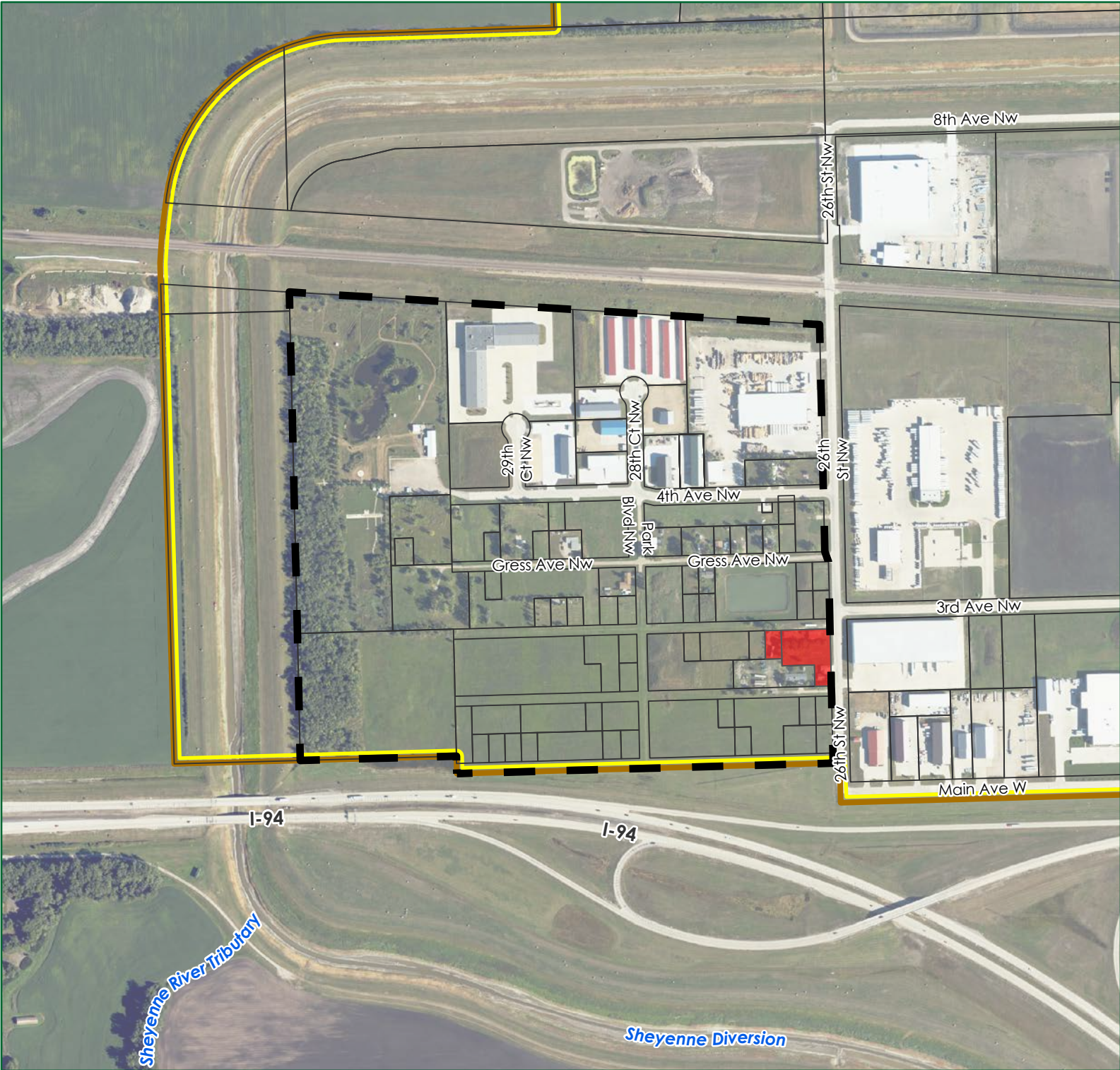
July 10, 2023 -

- Staff Recommendation: Create Improvement District No. 1345, Approve Engineer's Report; Direct Engineer to prepare both a Task Order for "Basic Services" along with Plans and Specifications; and Approve Resolution of Necessity.
- Commission Actions: Commissioner Simmons moved and Commissioner Olson seconded. Commissioner George opposed, motion carried on a 4:1 vote.

May 1, 2023 –

- Staff Recommendation: Accept Petitions for Improvements and Preliminary Work Agreements from both developers; and Authorize preliminary engineering.

· **Commission Action:** Commissioner Simmons moved and Commissioner Olson seconded to approve. No opposition, motion carried.



IMPROVEMENT DISTRICT NO. 1345

Sandhills 6th Addition

Date Exported:
12/12/2023



PARCEL SUMMARY

Total Number of Parcels in District: 92
 Total Area of Parcels in District: 124.5 ac
 Total Number of Parcels in Opposition: 2
 Total Area of Parcels in Opposition: 1.41 ac
 Percentage of area of Parcels in Opposition: 1.14%



- Improvement District
- Opposition Letter Received
- Parcel Boundary
- City Boundary



EXHIBIT A to MSA

Task Order for Basic Design & Construction Services

This is Task Order No. 75-1
consisting of 20 pages.

Task Order 75-1

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: July 11, 2023
- b. Owner: City of West Fargo
- c. Engineer: Moore Engineering, Inc.
- d. Specific Project (title): Improvement District No. 1345
- e. Specific Project (description): Sandhills 6th Addition
- f. Project Background: The City accepted two Petition for Improvements from Developers for parcels located within the Sandhills area requesting City infrastructure for a future industrial development on May 1st, 2023. Additionally, upon approval of the Engineer's Report on July 10th, 2023, and an amended Engineer's Report on October 16th, 2023, the City requested design and construction related services necessary to complete the improvement project. The improvements will include the installation of utilities and paving improvements to service the petitioned parcels. Furthermore, special assessment, permitting administration & environmental review, public communication, and right-of-way administration tasks are required to complete this project.

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 Report" 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 and 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. Also 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.
- j. 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.

- k. 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.
 - 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 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:* (a) 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. (b) 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.
 - 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. *Additional Funding Services*

1. Special Assessment Administration

- ~~a. Coordinate with City Engineer to establish benefitting areas and improvement district boundary (1 meeting).~~
- ~~b. Provide legal description and illustrative improvement district map for the Owner to use in creating the Special Assessment District per ND Century Code requirements.~~
- ~~c. 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) Engineer's Report~~
 - ~~a) Preliminary Engineer's Report results (if applicable)~~
 - b) Final Engineer's Report results
 - 2) After bid results
 - 3) Intermediately during construction (as directed by Owner)
 - 4) Projected Final or Final Costs
- d. Document project for public presentation purposes to demonstrate scope, scale, potential improvements, etc. (i.e. photos, drone footage, etc.).
- e. As directed by the Owner, prepare presentation documents and attend meetings with the Special Assessment Commission and/or Board of City Commissioners.
 - 1) Task order includes two Special Assessment Commission meetings and one meeting with the City Commission.
- f. Provide public communications as directed regarding special assessments for the improvement(s) related to this Task Order.
- g. Prepare for and attend one special assessment hearing with the Special Assessment Commission and provide support for the Owner staff and Special Assessment Commission for the hearing.
- 2. Provide funding administrative support services related to any requirements identified specifically by funding sources.

B. *Additional Design Related Services*

- 1. Permitting Administration & Environmental Review
 - a. Hold permitting scoping meeting with Owner to establish City's expectations for project permitting needs and Moore's services necessary to secure all local, state, and federal permits, and any railroad agreements. Moore will prepare and distribute meeting minutes for review and comments.
 - b. Prepare permitting concept exhibits, project narratives, maps, graphics, and other necessary supporting documentation for all appropriate permitting applications.
 - c. Document and respond to all correspondence and/or attend meetings with permitting agencies during pre-application, application review, and permit closeout processes.
 - d. Document and respond to all correspondence and/or attend meetings with City during pre-application, application review, and permit closeout processes.

- e. Preparation of record drawings or other necessary documentation as required by permitting agency for permit closeout.
- f. Evaluate need for environmental review services based on identified permitting needs.
- g. Perform desktop wetland analysis of site with review of aerial photography, topographic contours, soils, and national wetland inventory. Perform Level 2 wetland delineation in accordance with 1987 Corps of Engineers Wetland Delineation Manual. Wetlands to be delineated with GPS.
- h. Perform field wetland analysis work to help prepare wetland delineation report.
- i. Prepare wetland delineation report, address one (1) round of comments with Owner and submit to USACE for jurisdictional determination.
- j. Perform wetland mitigation design services as needed to satisfy identified wetland impacts and USACE comments. This may involve onsite mitigation or the coordination of wetland credit purchase, depending on Owner direction.
- k. Coordinate a Cultural Resource Review of the site as required by the USACE.

2. Right-of-Way Administration

- a. Prepare concept exhibits for proposed right-of-way and easement acquisition for City and Property Owner(s).
- b. Identification of potential land acquisition needs for proposed improvements involving research of City and County files.
- c. Correspondence and meetings with City and Property Owner(s) for proposed right-of-way and easements necessary to construct the Project.

3. Public Communication Administration

- a. Prepare exhibits, letters, mailing, etc. for public notifications as necessary.
- b. Organize, prepare exhibits, and hold meeting for land owners in proposed project area if requested.
- c. Organize, prepare exhibits, and hold Public Meeting to gather feedback from general public or specific residences/businesses on proposed improvements/project. Gather feedback and present to City (one meeting) if requested.
- d. Organize, prepare exhibits, and hold Public Meeting to inform general public or specific residences/businesses of proposed improvements/project if requested.

C. *Additional Construction Services*

1. Record Drawing Administration

- a. Prepare and furnish to Owner GIS shapefiles showing appropriate record information based on Project annotated record documents received from Contractor. GIS shapefiles shall include survey ("gps") points on significant surface infrastructure features including manholes, catch

basins, curb stops, valves, hydrants, and street lights. The infrastructure will be moved to these locations in GIS. GIS shapefiles will be supplied to City for use within their webmap.

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:
 - i. 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				
Feasibility Study	75	\$35,000	\$0	\$35,000
Additional Funding Services				
Special Assessment Administration	75 75-1	\$5,000	\$15,000	\$20,000
Additional Design Related Services				
Permitting Administration & Environmental Review	75-1	\$0	\$50,000	\$50,000
Right-of-Way Administration	75-1	\$0	\$5,000	\$5,000

TASK CATEGORY & TASK	TASK ORDER NO.	PREVIOUS FEE (\$)	INCREASED FEE (\$)	AMENDED MAXIMUM FEE (\$)
Public Communication Administration	75-1	\$0	\$10,000	\$10,000
Additional Construction Services				
Record Drawing Administration	75-1	\$0	\$15,000	\$15,000
ADDITIONAL SERVICES SUBTOTAL (TO 75-1)			\$95,000	\$135,000
ADDITIONAL SERVICES SUBTOTAL (All TO's)		\$40,000	\$95,000	\$135,000

- ii. 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		\$5,625,000.00
Estimated Compensation based on 11% of Construction		\$618,750.00
TOTAL TASK ORDER (TO 75-1)		\$713,750

- iii. Compensation for services referenced in 6.A.i (Additional Services) and 6.A.ii (Basic Services) are summarized in the following table.

Services to be Provided	Estimated Compensation
Additional Services Subtotal	\$135,000.00
Estimated Compensation based on 11% of Construction	\$618,750.00
TOTAL ESTIMATED COMPENSATION UNDER ALL TASK ORDERS (TO 75, TO 75-1)	\$753,750.00

- 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: None.

9. Attachments: None.

10. Other Documents Incorporated by Reference: 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. 75-1 is July 11, 2023.

OWNER:

By: _____

Print Name: Dustin T. Scott, PE

Title: City Administrator

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Dustin T. Scott, PE

Title: City Administrator

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

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

Phone: (701) 515-5050

ENGINEER:

By: _____

Print Name: Lee Beauvais, PE

Title: Chief Production Officer

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Matt Welle, PE

Title: Senior Project Manager

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

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

Phone: (701)282-4692

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. 1345 – New Water Supply, Sewerage, Street Systems, 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. 1345 –NEW WATER SUPPLY,
SEWERAGE, STREET SYSTEMS, 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. 1345- New Water Supply, Sewerage, Street Systems, and Incidentals of the City of West Fargo, consisting of water main, sanitary sewer, storm sewer, streets, lot services, 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 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: December 18, 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.



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

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: December 18, 2023

Subject: Sanitary Lift Station System Rehabilitation (SA 11, 30, 31, and 36)

Action: Create Project No. 1349, Approve both an Engineer's Report and Task Order for "Basic Services"; and Direct Engineer to prepare Plans and Specifications.

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

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:

In 2021, after being identified as a priority on the 2020 CIP, a Preliminary Engineering Report was completed that detailed four priority groups of lift stations in need of rehabilitation to extend the service life and continue optimization of the system. The study focused on aging lift stations that are in the corridor between Main Avenue and Interstate 94. Over the past 3 construction seasons, the first three priority lift station groups of the four identified in the report were completed. This proposed work is the final grouping of lift stations identified in that report.

Rehabilitating lift stations will include upgrading pumps, replacing, or repairing control panels, installing isolation gates and wet-well coating applications. Improvements also include work on associated force mains and other components to improve system performance and extend service life.

The following documents are attached for review/consideration:

- Engineer's Report
- Task Order No. 81-1
- Associated Resolutions (4)

Staff Recommendation: Create Project No. 1349, Approve both an Engineer's Report and Task Order for "Basic Services"; and Direct Engineer to prepare Plans and Specifications.

Moore Engineering is selected for this work due to their previous and specialized knowledge of the City of West Fargo's sanitary sewer system and the modeling of the system they have done as well as their knowledge of Public Works requirements.

Policy Analysis:

The City of West Fargo has been completing projects to rehabilitate existing sanitary sewer lift stations. These pieces of infrastructure are critical to keep in operation as a failure of a sanitary sewer lift station can create back up into resident's homes. These rehabilitations can extend the life cycle of these lift stations an additional 20-25 years.

Financial Analysis:

The cost of this project is proposed to be paid via Capital Improvement Sales Tax. No assessments are proposed with this project.

Previously Presented Information and Commission Actions:
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None

Engineer's Report

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

Project No. 1349

Sanitary Sewer System Rehabilitation and Incidentals

(SA 11, 30, 31, and 36)

General Nature (Scope)

In 2021, after being identified as a priority on the 2020 CIP, a Preliminary Engineering Report was completed that detailed four priority groups of lift stations in need of rehabilitation to extend the service life and continue optimization of the system. The study focused on aging lift stations that are in the corridor between Main Avenue and Interstate 94. Over the past 3 construction seasons, the first three priority lift station groups of the four identified in the report were completed. This proposed work is the final grouping of lift stations identified in that report.

Rehabilitating lift stations will include upgrading pumps, replacing, or repairing control panels, installing isolation gates and wet-well coating applications. Improvements also include work on associated force mains and other components to improve system performance and extend service life.

Purpose

The City of West Fargo has been completing projects to rehabilitate existing sanitary sewer lift stations. These pieces of infrastructure are critical to keep in operation as a failure of a sanitary sewer lift station can create back up into resident's homes. These rehabilitations can extend the life cycle of these lift stations an additional 20-25 years.

Feasibility

The cost of this project is proposed to be paid via Capital Improvement Sales Tax. No assessments are proposed with this project.

Estimate of Probable Cost

Construction		\$1,325,000
Bid Proposal Items	\$1,150,000	
Contingency (~15%)	\$175,000	
Consultant (Design/Construction)		\$217,500
Legal & Administration		\$57,500
Total Estimated Cost		\$1,600,000

Source of Funds

Special Assessments		\$0
City Funds		\$1,600,000
Capital Impr. Sales Tax	\$1,600,000	
Total		\$1,600,000

Attachments (Available upon request)

- A. Consultant's report

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


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



EXHIBIT A to MSA

Task Order for Design & Construction Services

This is Task Order No. 81-1
consisting of 21 pages.

Task Order 81-1

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: December 5, 2023
- b. Owner: City of West Fargo
- c. Engineer: Moore Engineering, Inc.
- d. Specific Project Title: Project No. 1349
- e. Specific Project Description: Sanitary Sewer System Rehabilitation and Incidentals – SA 11, 30, 31, 36.
- F. Project Background: The City has requested the evaluation and design of a rehabilitation project for the remaining northern (i.e. north of Interstate I-94) sanitary sewer lift stations and related system components. This project is the culmination of a four-phase sanitary sewer system rehabilitation project. The original sanitary sewer lift stations and related system components requiring rehabilitation were originally identified within Project No. 1338 engineer's report discussion. This current project design and construction will focus on the final phase of sanitary sewer system rehabilitation work along with other miscellaneous improvements to be completed as part of the identified scope within the City requested technical memorandum.

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.

- I. 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 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. 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. Additionally, other supplemental closeout documents related to the record information to be prepared by Engineer.
- 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				
Feasibility Study	81	\$26,000		\$26,000
Additional Construction Phase Services				
Additional Record Drawings Administration	81-1	\$0	\$7,500	\$7,500
ADDITIONAL SERVICES SUBTOTAL (TO 81-1)			\$7,500	\$7,500
ADDITIONAL SERVICES SUBTOTAL (TO 81 TO 81-1)		\$26,000	\$7,500	\$33,500

- 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		\$1,150,000.00
Estimated Compensation based on 11% of Construction		\$126,500.00
TOTAL TASK ORDER (TO 81-1)		\$134,000.00

- 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	\$33,500.00
Estimated Compensation based on 11% of Construction	\$126,500.00
TOTAL ESTIMATED COMPENSATION UNDER ALL TASK ORDERS (TO 81 TO 81-1)	\$160,000.00

- 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. 81-1 is December 5, 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

Exhibit A.1



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: _____

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION CREATING PROJECT NO. 1349 – SANITARY SEWER SYSTEM
REHABILITATIONS, REPLACEMENTS, AND INCIDENTALS OF THE CITY OF
WEST FARGO, NORTH DAKOTA

WHEREAS, Daniel Hanson, a Registered Professional Engineer, is the Engineer for the City of West Fargo, and the Board of City Commissioners has consulted with him relating to the establishment, size and form and other matters with regard to Project No. 1349 – Sanitary Sewer System Rehabilitations, Replacements, and Incidentals of the City of West Fargo; and

WHEREAS, it is deemed necessary to establish such a sanitary sewer system rehabilitation project within the City of West Fargo;

NOW THEREFORE, be it resolved as follows:

That there is hereby created Project No. 1349 – Sanitary Sewer System Rehabilitations, Replacements, and Incidentals of the City of West Fargo, North Dakota.

Dated: December 18, 2023

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

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

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION DIRECTING ENGINEER TO PREPARE REPORT

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, deeming it necessary to make certain improvements consisting of rehabilitating sanitary sewer lift stations along with modifying and/or replacing associated forcemains and other system components, related incidentals, and all other appurtenances, contrivances and structures used or useful in connection with the above specified improvements, be constructed and made in Project No. 1349 –Sanitary Sewer System Rehabilitations, Replacements and Incidentals of the City of West Fargo, the City hereby directs Daniel Hanson, the Engineer for the City of West Fargo and being a competent engineer, to prepare a report as to the general nature, purpose and feasibility of the proposed project and an estimate of the probable cost of the work.

Dated: December 18, 2023

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

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

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING ENGINEER'S REPORT

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, North Dakota, that the report of the Engineer for the City of West Fargo as to the general nature, purpose and feasibility along with an estimate of the probable cost of the work has been filed with this Board and that the same is hereby approved for Project No. 1349 – Sanitary Sewer System Rehabilitations, Replacements, and Incidentals.

Dated: December 18, 2023

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

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

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION DIRECTING ENGINEER
TO PREPARE PLANS AND SPECIFICATIONS

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, deeming it necessary to make certain improvements consisting of rehabilitatinf sanitary sewer lift stations along with modifying and/or replacing associated forcemains and other system componets, and related incidentals, be constructed and made in Project No. 1349 –Sanitary Sewer System Rehabilitations, Replacements, 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: December 18, 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.

To: West Fargo City Commission
From: Dustin Scott, City Administrator
Date: Dec. 18, 2023
Subject: Lease Agreement and Police Department Expansion

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 and
Finance

Administration

Dustin Scott,
City Administrator

Emily Hagemeister,
Executive Assistant

Summary and Recommendation:

In early 2022, a space needs study and property condition assessment were conducted for City Hall and the Police Department. This work identified limited space capacity and a growing number of issues with our current facilities.

Our consultants and Police Chief stressed the urgency of addressing operational and space needs of the Police Department. In July 2022, the City Commission formed a committee to further evaluate and develop options for City Hall and Police Department. The committee identified possible alternatives for constructing a new police and city hall facility, with rough cost estimates ranging from \$70 to \$100 million (total project).

On August 21, 2023, Commissioner Brad Olson provided an update on the findings of the Building Exploratory Committee and next steps in finding a solution for the Police Department.

With such an expensive cost projection, administration and police staff continued to explore other possibilities. Upon further consideration, staff believe the most efficient, timely, and cost-effective solution is to lease space for city hall offices and repurpose this site for the Police Department.

On Oct. 16, 2023, West Fargo City Commission authorized a Letter of Intent for staff to lease space for City Hall.

Staff Recommendation: Approve five-year lease for office space at 2515 6th Ct W, West Fargo, ND 58078 (WEX Building).

Staff Recommendation: Authorize staff to negotiate contract with RLE for planning and preliminary design services for the Police Department expansion.

- Additional information is provided on pages 2 and 3.
- Lease Agreement is attached for reference.

Lease Overview:

Upon authorization, the City of West Fargo will lease the property at 2515 6th Ct W, West Fargo, ND formerly in use by WEX. This lease is for the North building on the WEX campus, which is 30,400 sq. ft. All personnel currently housed at City Hall and the Pioneer Center will move to this space.

This lease was offered as a sublease by WEX who has five years remaining on their contract with AMB Investments LLC. WEX has downsized their office space with to shift to a remote working model, leaving the building has been unoccupied for a year. It is a Triple Net Lease which means the tenant is responsible for utilities, maintenance, taxes, and almost all other costs unless related to the building's shell.

We have been offered a five-year lease with the option to extend up to 3 times - after five years, 10 years, and 15 years.

In negotiations with both parties, AMB has offered to sign a contract directly with the City. This allows us the ability to negotiate extensions and have quicker response to issues/inquires.

The lease has been reviewed by City Attorneys.

Lease Payment: \$18.83/sf; \$572,432 annually

Annual Expenses: Appx. \$150,000 in annual expenses including taxes, specials, operations, and maintenance.

Improvement and Initial Fit-Up: Appx. \$500,000 including layout fit-up and furniture, security and partitioning of public and private spaces, generators, technology infrastructure, and technology implementation (fiber, security, phone systems, etc.)

The previous tenants have left over \$200,000 in furniture that we will be able to use. Additionally, we will repurpose as much equipment from our current offices as possible.

The Commission will have the opportunity to determine future improvements, such as Commission Chambers, Satellite Library Space, and other opportunity spaces which will have additional fit-up costs.

Financial Analysis:

Staff recommends that General Fund Reserves be used for the lease payment and annual expenses, totaling appx. \$725,000. Capital Improvement Sales Tax will be used for improvements and initial fit-up.

As discussed during our 2024 budget process, the City of West Fargo has a healthy reserve balance. We could utilize general fund reserves to fund the entire five-year lease, however funding for lease payment and annual expenses can be evaluated each year during the budget process.

Costs and funding for the PD expansion will be evaluated during the planning process.

Background Information:

RLE's initial space needs study and property condition assessment projected needs to the year 2033. The Building Exploratory Committee formed in July 2022 furthered RLE's previous work and conducted a staffing and space needs assessment for both West Fargo City Hall and the West Fargo Police Department going out to 2050.

The most immediate need identified through this assessment is the addition of space for the Police Department.

Police Department Space High Priority Issues:

- Projected 82% increase in needed square footage from 2023-2033
- Workstations are shared between 2-3 employees and lack storage and privacy
- Some officers and investigators offices are located off-site
- Locker rooms are undersized and don't provide adequate storage or privacy
- Evidence and armory storage are overfilled, with no room to grow
- Training facilities are unable to accommodate annual Peace Officer Training Academy
- Additional garage space is needed
- Municipal Court space is undersized and requires updated safety measures
- Structural issues were identified in the property condition assessment

Alternatives:

Consultants estimated the cost to build a combined Police Department and City Hall facility of necessary size would be between \$70 – 100 million. At that cost, staff believes a new facility is not a cost effective solution.

However, the needs of the Police Department must be addressed as soon as possible, as they have already outgrown their current facilities.

The most cost-effective solution is to allow the Police Department to repurpose the current City Hall location for their space needs, and for City Hall to find a new location.

Staff considered several site options to accommodate City Hall offices. The WEX building met space needs, required minimal fit up, and was available immediately. Leasing space provides flexibility to continue to evaluate the long-term space needs of City Hall.

Process/Timeline:

After signing the lease staff will begin to work on improvements and fit-up. A working group will be formed to determine the most efficient use of space in the building.

It is estimated that staff will move to the new location in late Spring/early Summer 2024.

If approved, RLE will begin working on plans for repurposing the City Hall site for the Police Department's use.

Following City Hall staff's move, the Police Department can immediately begin the process of repurposing the existing City Hall site for their needs.

DRAFT LEASE AGREEMENT

THIS LEASE AGREEMENT, which is intended to be a triple net lease, (the “Lease”) effective as of the ____ day of December, 2023, by and between AMB Investments, LLC, a North Dakota limited liability company, hereinafter called “Landlord,” and City of West Fargo, a North Dakota municipal corporation, hereinafter called “Tenant,” provides:

WITNESSETH

1. PREMISES

1.1 In consideration of the rents and covenants hereinafter reserved and contained and other good and valuable consideration, subject to the conditions hereinafter expressed, Landlord leases to Tenant and Tenant leases from Landlord approximately 2.67 acres of that certain parcel of improved real property (the “Property”) having a mailing address of 2515 6th Street East, West Fargo, North Dakota, located in Cass County in the development known as the Preserve, and more particularly described on Exhibit A-1 and shown and depicted on Exhibit A-2 attached hereto and made a part hereof, which shall include the 30,398.24 square foot building (the “Building”) and other improvements, and together with all rights, privileges, tenements, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining being hereinafter referred to collectively as the “Premises.”

2. TERM

2.1 The term of this Lease (the “Lease Term” or “Term”) shall be for a period of five (5) years commencing on January 1, 2024, (the “Commencement Date”) and expiring at twelve o'clock, midnight, on December 31, 2028, (the “Initial Period”), unless otherwise terminated or extended under the provisions of this Lease. The term “Lease Year” as used herein will mean a period of twelve (12) consecutive full calendar months beginning on January 1. Each succeeding Lease Year will begin upon the anniversary date of the first Lease Year.

2.2 Provided no uncured Event of Default by Tenant (as hereinafter defined) has occurred and is continuing, Tenant shall have the option to extend this Lease for three (3) additional periods of five (5) years each, hereinafter called the “Extension Periods,” upon

the same terms and conditions as provided herein, excepting Base Rent which shall be increased in accordance with Section 3 below, and there will be no further options to extend the Term after the Extension Periods provided herein and no provisions of this Lease, if any relating to improvements, allowances or other incentives or concessions will apply to the Extension Periods, unless hereafter agreed upon between the parties in writing. In no event will the Base Rent be decreased. The phrases "term of this Lease", "Lease Term" or "Term", as used herein, shall include all properly exercised Extension Periods. An Extension Period shall be exercised by Tenant giving written notice to Landlord not less than one hundred eighty (180) days prior to the expiration of the then current Lease Term. No commissions will be paid by Landlord on any Extension Period or renewal Term transactions with Tenant. Should Tenant choose to have a broker or realtor represent its interests in any lease renewal or other type of negotiations between the parties under this Lease, then the Tenant shall be responsible for paying any and all commissions or fees to its broker or realtor. The rights of Tenant under this Section will not be severed from this Lease or separately sold, assigned or transferred, and will expire on the expiration or earlier termination of this Lease.

3. RENT

3.1 Beginning on the Commencement Date and in accordance with the payment terms set forth herein, throughout the Initial Period of this Lease, Tenant covenants and agrees to pay to Landlord a monthly base rent of Forty Seven Thousand Seven Hundred and 00/100 dollars (\$47,700.00) ("Base Rent") in advance **on or before the first day of each month** during the Lease Term, without demand, deduction or setoff.

3.2 Should this Lease be extended as provided herein, at the commencement of each Extension Period, the Base Rent during the immediately preceding fixed rent period, hereinafter called the "Prior Rent Period," shall be increased by ten percent (10%) and the new Base Rent amount will continue to be due monthly through the term of such Extension Period.

3.2 All payments of Base Rent (or other amounts due under this Lease) hereunder shall be made via ACH electronic payments to Landlord's designated bank

account, without demand, deduction or setoff except as provided in this Lease, or to such other account or place as may be designated by written notice from Landlord to Tenant.

3.3 Rent is due by the 1st day of each month. Tenant shall pay a late payment fee equal to five percent (5.0%) of the Base Rent due if payment is late and not received within ten (10) days of its due date. In addition to such late payment fee, any Base Rent paid more than thirty (30) days after due shall accrue interest at the rate of ten percent (10.0%) per annum, from the due date until paid. Such late payment fee and interest payments shall not be deemed consent by Landlord to late payments, nor a waiver of Landlord's right to insist upon timely payments at any time, nor a waiver of any remedies to which Landlord is entitled as a result of the late payment of Base Rent. All amounts that Tenant is obligated to pay under this Lease shall be considered additional rent ("Additional Rent") and be subject to the same terms and conditions as Base Rent hereunder. The term "Rent" as used in this Lease shall include both Base Rent and Additional Rent amounts.

4. [THIS SECTION LEFT BLANK INTENTIONALLY]

5. USE OF PREMISES

5.1 Tenant may use the Premises for general city administration, administrative services, and related activities on a 24 hours per day, seven days per week basis (the "Tenant's Use"), and for no other purpose without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Tenant will conduct its operations at the Premises in compliance with all applicable laws and governmental regulations.

6. UTILITIES

6.1 Tenant shall pay directly to the appropriate utility company or governmental agency, when due, any or all invoices for metered and non-metered utility use charges applicable to the Premises being leased by Tenant commencing on the Commencement Date and continuing throughout the term of this Lease, (as defined in Article 2.1 above). As part of this triple net Lease, Tenant shall also pay directly to the appropriate service provider for any communications related expenses (i.e. satellite, cable TV, internet, telephone) and any

other service providers contracted by Tenant, such as garbage, janitorial, lawn care, and snow removal services to name a few.

6.2 Tenant hereby provides authorization to Landlord to request and obtain copies of any and all utility bills or invoices (current or past) related to the Premises that are in Tenant's name either from Tenant or directly from a utility company on Tenant's or Landlord's behalf.

7. ALTERATIONS

7.1 Tenant accepts the Premises in its present condition and acknowledges that the Premises is adequate for Tenant's stated use hereunder. Landlord will have no obligation to do any redecorating or remodeling or to make any repairs or alterations, except for the alterations or improvements listed on the attached Exhibit B, if any.

7.2 Tenant's will not make any initial alterations, additions or improvements in or to the Premises other than those initial alterations, additions or improvements described on the attached Exhibit B, if any, without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

7.3 During the term of this Lease, Tenant shall have the right at any time, and from time to time, to make non-structural changes or alterations to the Premises and, upon Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, to make structural changes or alterations to the Premises, provided that any such changes or alterations shall be made by Tenant at Tenant's sole cost and expense, and shall be constructed by a licensed contractor and/or equally qualified City of West Fargo employees using new materials, in a good and workmanlike manner pursuant to valid building permits, if required, and in accordance with all Applicable Laws (as hereinafter defined). With the exception of Tenant's movable office furniture and equipment, all alterations, additions, improvements and/or installations to the Premises made at Landlord's or Tenant's expense shall become and remain part of the Premises upon installation and be and remain Landlord's property to be surrendered with the Premises upon termination of this Lease, unless Landlord elects otherwise in writing. Tenant hereby expressly releases Landlord from any and all liability incurred or claimed by reason of damage to Tenant's movable personal property, and Tenant shall be fully obligated to make all necessary repairs

or replacements to restore the Building to its original condition, normal wear and tear and approved structural changes or alterations excepted, prior to vacating the Premises. Notwithstanding anything to the contrary in this Lease, all HVAC, fire suppression and generator systems or units will not be considered movable trade fixtures and equipment and shall become part of the Premises upon installation.

7.2 In the event any modifications are made to the Premises, such modifications must be done in a manner to keep the Premises in compliance with the Americans with Disabilities Act (the "ADA"), or any other similar law or regulation, the cost of which shall be borne by the responsible party. If the modification is specific to Tenant's use and/or Tenant's modification of the Premises, Tenant shall be responsible for the cost of such compliance change.

7.3 For the purposes of this Lease, where work is required to be completed by a licensed contractor, the Tenant may use its own licensed or skilled employees for such work (i.e., electrical, fit up, asphalt).

8. LIENS

8.1 Except as set forth below, Tenant shall keep the Premises free and clear of mechanics', materialmen's, construction, and other liens, and all charges, claims, and encumbrances caused or created by Tenant or anyone claiming through or under them.

8.2 If Tenant shall cause any such mechanic's, materialmen's, construction, or other lien to be filed against the Premises without Landlord's written consent to such lien being placed against the Premises, which consent shall not be unreasonably withheld, Tenant shall either cause the same to be discharged of record within thirty (30) days after the date of filing or, if Tenant shall desire to contest any such lien, in good faith, Tenant shall furnish to Landlord a security deposit in the amount of the claim, plus costs and interest, or shall procure a bond of a reputable bonding company in such amount.

8.3 In the event Tenant fails to keep the Premises free and clear of mechanic's, materialmen's, construction, or any other similar lien and fails to furnish a security deposit in the amount of the lien (plus costs and interest), Landlord may pay the amount necessary to remove such lien or encumbrance, without being responsible for investigating the validity thereof, and the amount so paid, including Landlord's reasonable attorneys' fees and expenses and other administrative costs and interest, shall be deemed Additional Rent hereunder.

9. MAINTENANCE

9.1 Throughout the term of this Lease, Landlord shall keep (i) the roof, foundation, and the structural portion of the walls of the Building (excluding windows and doors), and (ii) the exterior sewer, water, and utility lines servicing the Premises from the property line to the point of entry into the Building, in good condition and repair; provided however, Landlord shall have no obligation to repair, nor any liability for failing to repair, any such item listed above until Landlord receives written notice of the need for such repair. Additionally, Landlord shall not be responsible for the cost of repair or replacement of: (i) any condition to the extent caused by the fault or negligence (partially or in the entirety) of Tenant, its agents, employees, or invitees and, as such, shall be Tenant's responsibility, or (ii) any damage covered by insurance under Article 12, whether or not the cost of such condition meets the deductible.

9.2 Throughout the Term of this Lease, Tenant shall keep (i) the interior, non-structural portions of the Premises, (ii) all Building Systems, and (iii) all other portions of the Premises which are not the responsibility of Landlord under the terms of this Lease, clean and in like-condition and repair as when received at the Commencement Date including painting, reasonable wear and tear excepted, and excluding damage resulting from the gross negligence or willful misconduct by Landlord, its agents or employees. In order to further clarify Tenant's maintenance obligations under this Lease, the following non-exhaustive list of items is provided as examples of things that are Tenant responsibilities: plumbing, painting, walk-in doors, overhead doors and openers, door closing and locking mechanisms, windows, window coverings, floor coverings, ceilings, interior and exterior wall coverings and sheeting, plate glass, hardware, dock systems, pest control, glazing, all mechanical systems (including heating, ventilation, and air conditioning (HVAC) units), duct work and distribution systems, water heaters, radiant heaters, boilers and sump pumps, all electrical systems and all other Building Systems within or exclusively serving the Premises. Tenant shall maintain the fire suppression system and all fire extinguishers in the Premises in compliance with all applicable laws, rules and regulations. Landlord and Tenant hereby further agree that Tenant shall be

responsible for all maintenance, repair, and replacement to all HVAC units, at Tenant's sole cost and expense.

9.3 Tenant shall, at its sole cost and expense, during the term of this Lease maintain a commercially reasonable regularly scheduled preventative maintenance/service contract with a reputable maintenance contractor or equally qualified City of West Fargo employee for the servicing of all heating and air conditioning systems (HVAC) (and equipment exclusively serving the Premises (at least two (2) times per year), and repair the HVAC system as required from time to time.

9.4 Without limiting the broad responsibilities of the Tenant under this Lease to maintain the Premises as set forth above, Tenant and Landlord further agree that Tenant shall be responsible for maintaining and keeping in clean and good repair all exterior areas of the Building and the Property, at its sole cost and expense, including but not limited to, driveways, sidewalks, fencing, gates, approaches, parking areas, striping, seal-coating, curbs, gutters, landscaping, grass, trees, shrubs, signage, lighting, sprinklers, snow removal (including removing snow from the roof), placing ice melt or sand as needed, lawn care, landscaping maintenance, seal-coating, striping, painting and any and all other exterior maintenance. Notwithstanding anything to the contrary herein, Tenant, at Tenant's sole cost and expense, shall be obligated to fill cracks, sealcoat and stripe all asphalt areas on the Land a minimum of every five (5) years or more frequently if needed in order to extend the life of the asphalt. Tenant shall also be responsible for all parking spaces being restriped upon completion of asphalt work in accordance with any applicable statutes in the City of West Fargo. All asphalt work shall be completed by a reputable, professional asphalt contractor or equally qualified City of West Fargo employee. Tenant agrees to provide Landlord with a copy of the paid invoice detailing the work that was done upon completion of the project each time.

10. TAXES.

10.1 Tenant covenants and agrees to pay and discharge before delinquency thereof and before penalties shall accrue thereon, all general real estate taxes and annual installments of special real estate assessments (including any interest component) due and payable on the Premises ("Property Taxes") during the term of this Lease, unless the same

are being contested in good faith. With respect to the special assessments levied on the Premises, Landlord covenants and agrees to extend the payment of such assessments over the maximum period of time permitted by the jurisdiction imposing such assessment. All such Property Taxes during the first and last Lease years shall be prorated, if necessary.

10.2 Tenant further agrees to pay all franchise taxes, business taxes, personal property taxes, or other similar rates and taxes which may be levied or imposed upon Tenant's business and personal property located on or about the Premises. Landlord, however, shall remain solely responsible for all other charges payable herein and for its own income taxes, franchise taxes, business taxes, and other similar rates and taxes peculiar to Landlord.

11. LIABILITY INSURANCE

11.1 Tenant agrees to obtain and maintain, at its own expense, throughout the Term of this Lease and any Extension Periods, any combination of commercial general liability insurance and umbrella/excess liability insurance, including contractual liability coverage, covering the Premises, Tenant's use of the Premises and its activities in the Building against liability for personal injury and bodily injury including death and property damage (including loss of use) in an amount totaling not less than Five Million Dollars (\$5,000,000) per occurrence, on an "occurrence" rather than on a "claims made" basis, and Five Million Dollars (\$5,000,000) in the aggregate. Landlord, and its directors, agents, officers, and employees, shall be endorsed by a blanket additional insured endorsement on Tenant's commercial general liability and liability umbrella/excess policies (including any excess policies to the extent applicable) and shall be named as additional insureds with certificates of insurance to be provided to Landlord at the Commencement Date and annually upon renewal of the subject policies showing the coverages required hereunder to be in effect with premiums paid. Failure by Tenant to maintain all coverage agreed upon under the terms of this Lease shall be considered a breach of the Lease.

11.2 All liability insurance policies (including liability umbrella/excess and/or any liability limits deemed within a self-insured retention policy) provided hereunder by Tenant shall apply to covered events subject to satisfaction of the retained limit and will not seek contribution from other insurance available to Landlord. Said liability insurance shall provide that it may not be canceled or non-renewed without advanced written notice to

Landlord as per the policy provisions. Tenant hereby agrees to give Landlord thirty (30) days' advanced written notice before modifying any insurance policy which affects Landlord's interest.

11.3 All policies of insurance required to be provided by Tenant in this Lease shall be issued by insurer(s) licensed to do business in the state of North Dakota, with a current A.M. Best Company rating of at least A-VII and shall be subject to Landlord's commercially reasonable approval and General and Auto Liability policies shall be endorsed showing Landlord as additional insured by blanket additional insured endorsement.

11.4 Workers' Compensation & Employer's Liability Coverage. Tenant shall also carry at all times such workers' compensation insurance as to comply with the laws and regulations of the state in which the Premises is located and shall provide Landlord with a certificate evidencing coverage currently in force. Tenant shall also carry employer's liability in the amount of One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) disease-each employee, and One Million Dollars (\$1,000,000) disease aggregate.

11.5 Motor Vehicle Liability Coverage. To the extent vehicles are used to conduct the Tenant's business, Tenant shall carry at all times business automobile liability insurance covering all autos in a minimum amount of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage.

11.6 Construction Insurance. At all times during the making of any improvements, alterations or modifications to the Premises by Tenant, Tenant shall ensure that Tenant's contractor(s) shall have and maintain in full force builder's risk insurance (completed value form) in such amounts and with such terms as are commercially reasonable, together with Worker's Compensation insurance to the extent required by law. Landlord and Landlord's officers, directors, employees, agents and affiliates shall be named as additional insureds under such policy. Prior to the commencement of any such work, Tenant shall provide Landlord a certificate of such insurance evidencing compliance with this Section.

11.7 Landlord Liability Coverage. Landlord may carry liability, umbrella, or other discretionary insurance coverage as it deems necessary for itself provided, however, that the cost of such coverage shall be at Landlord's expense and not reimbursable from Tenant.

12. PROPERTY INSURANCE

12.1 From the Commencement Date and continuing throughout the Term and any Extension Periods, Tenant shall obtain and maintain in effect, at Tenant's expense, ISO Special Form (Causes of Loss) property insurance policy(ies) in an amount that will provide for payment of one hundred percent (100%) of the full replacement cost of the Building and other insurable improvements upon the Premises sustained from a covered peril (with a 0% Co-insurance clause) in form and terms approved by Landlord. The insurable replacement cost of the Building shall initially be \$7,500,000, and shall be reviewed annually, but at no time shall the policy contain a clause requiring any Co-Insurance requirements. In addition, Tenant shall also obtain and maintain in effect, at Tenant's expense, other typical property insurance coverage forms for leased buildings, including but not limited to, coverage of Loss of Rents to Landlord in an amount to provide twelve (12) months of Rent (at the then current monthly Rent amount due to Landlord), following any Casualty Damage determined to be either i) totally destroyed or ii) materially damaged, as described in Section 14 of this Lease. The policy(ies) shall be for fire and other extended peril provisions. Perils to be insured against shall include perils of fire, explosion, hail damage, ice damage, vehicle damage, aircraft damage, flood, water and sewer backup, equipment breakdown, wind, and all other extended perils. ("Building Property Insurance"). Landlord, and its agents, officers and employees, shall be named as additional insureds on all Building Property Insurance policy or policies and certificates of insurance (in accordance with the terms of this Section 12 and other pertinent Sections of this Lease) shall be provided to Landlord on or before the Commencement Date and annually upon renewal of the subject policy or policies. Landlord shall also be listed on the policy or policies as Loss Payee for the Premises, all improvements to the Premises and for all fixtures and equipment in which Landlord has an interest in as set forth in this Lease. Said Building Property Insurance policies shall provide that they may not be cancelled or non-renewed without 30 days' advance written notice to Landlord. Tenant hereby agrees to give Landlord 30 days' advanced written notice before modifying any insurance policy which affects Landlord's interest. In the event of an insured casualty to the Premises, all proceeds of the insurance maintained by Tenant hereunder shall be paid to Landlord, together with Tenant's deductible amount, to be applied to the restoration of the Building or, if this Lease is terminated in connection with such casualty (in

accordance with the terms of Section 14 of this Lease), to be retained by Landlord for its sole benefit.

12.2 Tenant's Property Insurance. Tenant, at its own expense, shall be responsible for purchasing and maintaining property insurance coverage on Tenant's fixtures, improvements, equipment, personal property and contents, inventory, leasehold improvements and property of others at the Premises and Building during the entire Term. Said Tenant's property insurance coverage shall be written with an All Risk policy on a replacement cost basis. Except to the extent of Landlord's gross negligence, Landlord is not responsible for personal property of Tenant, or Tenant's customers' property and Tenant is aware that Landlord carries no insurance for Tenant's personal property and accordingly Tenant assumes all risk of loss or damage to Tenant's property, including but not limited to, Tenant's furniture, fixtures, machinery, equipment, merchandise, Tenant's leasehold improvements (if any), inventory and other personal property located on the Premises, including any loss or damage caused by water leakage, fire, windstorm, explosion, theft or other cause. Tenant may self-insure this exposure.

12.3 All policies of insurance required to be provided hereunder by Tenant shall be issued by insurer(s) licensed to do business in the state of North Dakota, with a current A.M. Best Company rating of at least A-VII and shall be subject to Landlord's prior commercially reasonable approval and shall be endorsed showing Landlord and such agent or agents as Landlord may designate as additional insured.

13. WAIVER OF SUBROGATION

13.1 Anything in this Lease to the contrary notwithstanding, the parties hereby release each other and their respective officers, directors, employees and agents from liability and responsibility, and hereby waive any and every claim which arises or may arise in one party's favor against the other during the term of this Lease, for any loss or damage including but not limited to, general property loss, that may occur to the Premises (or any improvements thereto), to any person, or to any personal property located on the Premises, arising from any cause that (i) would be insured against under the terms of any insurance required to be carried hereunder, or (ii) is insured against under the terms of any insurance actually carried by Landlord or Tenant, regardless of whether it is required hereunder. Such waiver shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease with respect to

any loss or damage that may occur to the Premises (or any improvements thereto), or to any person, or to any personal property located on the Premises. The foregoing waiver shall apply regardless of the cause or origin of the claim, including but not limited to the negligence of the parties and their respective agents, officers and employees, and shall apply regardless of the extent of the actual coverage. Inasmuch as such waiver will preclude the assignment of any aforesaid claim by way of subrogation or otherwise to any insurance company (or any other person), the parties hereby agree to give any such insurance company which has issued such insurance covering the Premises, or as otherwise required under this Lease, written notice of the terms of such waiver, if required by the terms of such policy or policies, and to cause such insurance policy or policies to be properly endorsed, if necessary, to prevent the invalidation of such insurance coverages by reason of this waiver.

14. FIRE AND CASUALTY DAMAGE

14.1 If the Building should be damaged or destroyed by fire or other casualty, hereinafter called "Casualty Damage," Tenant shall give prompt written notice thereof to Landlord and to Tenant's insurance company as set out in Article 12. If the Building should be (i) totally destroyed or (ii) materially damaged, such that restoration cannot reasonably be completed within one hundred eighty (180) days of the Casualty Damage (the "Restoration Date") and not allow Tenant to use the Premises as set out in Section 5, then in either event Tenant, at its option, may terminate this Lease by giving Landlord written notice within thirty (30) days of the date of the Casualty Damage, whereupon all rights and obligations hereunder shall cease effective as of the date of the Casualty Damage and all Rent and other expenses paid or payable hereunder shall be apportioned and paid as of such date.

14.2 Unless this Lease is terminated as provided above, Landlord shall proceed promptly, to restore the Building to its pre-Casualty Damage condition (excluding damage to Tenant's trade fixtures, furniture, equipment or personal property of Tenant or Tenant's employees) provided that if the Casualty Damage occurs during the final six (6) months of the term of this Lease, Landlord shall not be required to restore such damage unless Tenant shall exercise its next Extension Period, if any, contained herein within thirty (30) days after Landlord's written request for such commitment. In such event, if Tenant does not exercise its next Extension Period, this Lease shall terminate whereupon all rights and obligations

hereunder shall cease, effective as of the date of the Casualty Damage, and all Rent and other expenses paid or payable hereunder shall be apportioned and paid as of such date. If the Building is to be restored, Base Rent and other charges payable hereunder shall be abated equitably, in proportion to the extent to which the loss of use of the Building adversely affects Tenant's business operations, during the period in which the Building is wholly or partially untenable, with such abatement being equal to an amount obtained by multiplying the then existing Base Rent and other charges by a percentage equal to the fraction which has as its numerator the amount of square feet of the Premises not capable of being used by Tenant for Tenant's business operations, and has as its denominator the total amount of square feet of the building.

14.3 The Restoration Date shall be extended for the combined duration of any one or more Acts of God or insurance claim delays, not to exceed one hundred twenty (120) days in total, provided Landlord uses its best efforts and with sufficient resources to overcome the cause or causes of the delay as soon as possible. If restoration is not completed by the Restoration Date, as extended, Tenant, at its option, may terminate this Lease by written notice to Landlord and seek recovery of any losses it may have suffered as a consequence of Landlord's failure or refusal to complete the repairs within the time prescribed above.

15. CONDEMNATION

15.1 In the event that all or a portion of the Premises is taken by condemnation or like proceeding or in the event that such is imminent and in Tenant's reasonable judgment the remainder of the Premises shall not be suitable for Tenant to continue its business therein, Tenant, at Tenant's option, may terminate this Lease and all Rent and other charges payable hereunder shall be prorated as of the date of termination. Landlord shall be entitled to receive the entire award in any condemnation or like proceeding, including any award for the value of any unexpired term of this Lease, and Tenant shall have no claim against Landlord or against the proceeds of the condemnation, except that Tenant shall have the right to claim and recover from the condemning authority compensation for Tenant's moving expenses, business interruption, increased rental costs, or taking of Tenant's personal property (not including Tenant's leasehold interest);

15.2 Unless this Lease is terminated as provided above, Landlord will restore the remainder of the Premises as promptly as practicable to a satisfactory condition so that Tenant may continue its operations as nearly as possible in the same manner as before such taking. Base Rent and other charges payable hereunder shall be temporarily abated in proportion to the percentage of the Premises rendered untenable during restoration and permanently abated thereafter in proportion to the percentage of the Premises condemned or otherwise taken.

16. DEFAULT

16.1 The following shall constitute an “Event of Default” under this Lease:

- (a) Tenant fails to pay rent or other amounts due under this Lease and such failure continues for 30 days after the date on which such payment is due,
- (b) Tenant defaults in any other obligation under this Lease and the default continues for 30 days after written notice by Landlord to Tenant (unless such failure or noncompliance cannot be cured within 30 days and Tenant commences and diligently pursues the cure within the original 30 day period, in which event Tenant shall be allowed such additional time as reasonably necessary to complete the cure),
- (c) any proceeding is begun by or against Tenant to subject the assets of Tenant to any bankruptcy or insolvency law or for an appointment of a receiver of Tenant or for any of Tenant’s assets, or
- (d) Tenant makes a general assignment of Tenant’s assets for the benefit of creditors.

16.2 If any one or more Events of Default occur, Landlord will notify Tenant, in writing, of such Event of Default, and Tenant will have a period of ten (10) days, or such further time as may be allowed by Landlord (collectively with the ten-day period described above the “Cure Period”), following receipt of such notice to cure the Event of Default.

16.3 If any one or more Events of Default occur and Tenant fails to cure such Event of Default within the Cure Period, then Landlord may, at Landlord’s option:

- (a) Notify Tenant, in writing that this Lease shall terminate as of the earliest date permitted by law or on any later date specified in such notice, and Tenant’s right to possession of the Premises shall cease as of the date set forth in Landlord’s notice of termination.

(b) With or without terminating this Lease and without notice or demand to Tenant, re-enter and take possession of the Premises using such procedures as may, from time to time, be provided by law to expel Tenant and those claiming through or under Tenant, and to remove the effects of either or both. Landlord's exercise of such right of re-entry shall not subject Landlord to liability for conversion or trespass and shall not affect Landlord's right to recover arrearages of rent payable under this Lease or any amounts due as a result of any preceding breach of covenants or conditions. No re-entry or taking possession of the Premises by Landlord will be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant.

(c) In the event of re-entry by Landlord as set forth in subparagraph (b) above, or should Landlord take possession pursuant to legal proceedings or otherwise, Landlord may, from time to time, without terminating this Lease, re-let the Premises or any part of the Premises in Landlord's or Tenant's name, but for the account of Tenant, for such term as Landlord, in its sole discretion, may determine, and Landlord may collect and receive any rent resulting from such reletting. Landlord will have no obligation to relet the Premises, and will in no way be responsible or liable for any failure to relet the Premises or any part thereof. Notwithstanding anything to the contrary, Landlord has a minimum duty to mitigate Landlord's damages as required under North Dakota statute.

(d) With or without terminating this Lease and without demand or notice to Tenant, to cure any Event of Default and charge Tenant for the cost of effecting such cure, including, without limitation, reasonable attorneys' fees and interest at the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum interest rate permitted by law, and shall become immediately due and payable in full on demand of the Landlord, its successors and assigns.

(e) With or without terminating this Lease, recover from Tenant an amount equal to the rent owing for the balance of the Lease Term plus the amount of any past due rent, less the net proceeds, if any, of any re-letting of the Premises by Landlord. All Landlord's expenses in connection with such re-letting, including, but without limitation, all repossession costs, brokerage commissions, reasonable attorneys' fees, expenses for employees, alteration and repair costs and expenses of preparation for such re-letting shall be deducted from the proceeds of any re-letting in determining the net proceeds of such re-letting. Landlord may recover the amount due from Tenant under this subparagraph (v) monthly, on the day on which

the monthly rent would have been payable under the Lease, or, if Landlord so chooses, on a less frequent basis.

(f) Elect to accelerate the whole or any part of the rent for the balance of the Term, and declare the same to be immediately due and payable.

(g) Landlord may pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state in which the Premises are located.

16.4 Any suit or suits for the recovery of the amounts and damages set forth above may be brought by Landlord, from time to time, at Landlord's election, and nothing in this Lease will be deemed to require Landlord to await the date upon which this Lease or the Lease Term would have expired had no Event of Default occurred. Each right and remedy provided to Landlord in this Lease is cumulative and is in addition to any other right or remedy provided to Landlord in this Lease or existing now or after the date of this Lease at law or in equity or by statute or otherwise. All costs incurred by Landlord in collecting any amounts and damages owing by Tenant pursuant to the provisions of this Lease or to enforce any provision of this Lease, including reasonable attorneys' fees, will also be recoverable by Landlord from Tenant.

17. COVENANT OF QUIET ENJOYMENT

17.1 Landlord represents and warrants (i) that it is the fee simple owner of the Premises and that it has full right, authority and power to execute and perform this Lease and to grant the estate demised herein, (ii) that the person signing this Lease on behalf of Landlord has authority to bind Landlord to the terms hereof, (iii) that the execution of this Lease by Landlord will not contravene the terms of any financing or other agreement to which Landlord is a party, and (iv) that the use of the Premises for the Tenant's Use is permissible under all Applicable Laws and deed restrictions applicable to the building and/or the Premises at the Commencement Date without the necessity of any special or conditional use permit, variance, rezoning, or other governmental or private party approval, nor any improvements, upgrades, or renovations to the Building and/or the Premises. Provided no uncured Event of Default has occurred, Landlord covenants and warrants that Tenant will have quiet and peaceable possession and enjoyment of the Premises free and clear of all prior tenancies or other parties in possession for the full term of this Lease without hindrance or

molestation by Landlord or any third party, including without limitation parties claiming by, through or under Landlord.

18. LANDLORDS RIGHT OF ENTRY

18.1 Landlord and its authorized agents shall have the right to enter the Premises with escort during normal working hours and upon such prior notice as shall be reasonable under the circumstances for the purposes of inspecting the general conditions and state of repair of the Premises or the making of repairs required of Landlord herein, showing the Premises to prospective purchasers or mortgagees, and, after expiration of any renewal notice period, for the purpose of showing the Premises to prospective tenants, provided such entrance shall not unreasonably interfere with Tenant's operations.

19. SURRENDER OF POSSESSION

19.1 Upon the expiration or earlier termination of this Lease, Tenant shall peaceably leave and surrender the Premises to Landlord, without notice from Landlord, in good order and condition, except for ordinary wear and tear, casualty, condemnation and permitted improvements. Tenant shall return the Premises in substantially the same condition in which they were originally received at the Commencement Date.

19.2 All changes or alterations to the Premises made by Tenant pursuant to the terms of this Lease and all permanently affixed Building Systems installed by Tenant in the Premises shall become the property of Landlord at the expiration or earlier termination of this Lease. Tenant may remove its furnishings, signs and movable trade fixtures, at its expense, provided that it shall restore the Premises and Building and repair any damage caused by such removal. Tenant will give Landlord all keys for the Premises and will inform Landlord of combinations on any locks and safes on the Premises. Any property left in the Premises after expiration or termination of this Lease or after the Premises have been vacated by Tenant will become the property of Landlord to dispose of as Landlord chooses.

20. HOLDING OVER

20.1 Unless otherwise agreed in writing, should Tenant, or any of its successors in interest, hold over the Premises or any part thereof at the expiration of the Lease Term,

such holding over shall constitute and be construed as tenancy from month to month only, at a rental equal to one hundred twenty five percent (125%) of the Base Rent payable during the last month of the immediately preceding Lease Term. Inclusion of this Section shall not be construed as Landlord's consent for Tenant to hold over, nor shall there be an extension of this Lease by operation of law.

21. MEMORANDUM OF LEASE

21.1 Upon request of Landlord or Tenant, the parties hereto shall execute a Memorandum of Lease, have it properly acknowledged for the purpose of recording, and record such in the proper office in the City or County where the Premises are located. Such Memorandum of Lease shall have included therein such of the provisions hereof as may be requested by either of the parties but shall not include the amount of Base Rent payable hereunder. The cost of recording shall be borne by the requesting party.

22. SALE, TRANSFER, OR CONVEYANCE: SUBORDINATION: ESTOPPELS

22.1 Subject to Section 39 of this Lease, Landlord covenants and agrees to make the purchaser in any sale of the Premises expressly aware of this Lease and agrees that any sale, transfer, or conveyance of the Premises shall be subject to the leasehold estate created herein. It shall be deemed and construed without further agreement between the parties to this Lease and the purchaser at any such sale, or the transferee, or conveyee, as the case may be, that such purchaser, transferee, or conveyee has assumed and agreed to carry out all of Landlord's covenants and obligations under this Lease, and Landlord shall be released from all further liability and obligations under this Lease arising or accruing after the effective date of the transfer.

22.2 Landlord and Tenant agree that this Lease and Tenant's rights in and to the Premises shall be subject and subordinate to the lien of any mortgage or deed of trust ("Mortgage") now or hereafter placed on all or any portion of the Premises by Landlord, its heirs, successors, or assigns; provided, however, that the tenancy of Tenant shall not be disturbed by the holder or beneficiary of any such Mortgage provided Tenant is not in default under the terms of this Lease beyond any applicable notice and cure period provided for herein. Tenant agrees that, upon written request of Landlord, Tenant shall execute from time

to time a subordination, non-disturbance, and attornment agreement, in a commercially reasonable form acceptable to both Landlord and Tenant, with the holder of any Mortgage now or hereafter placed upon the Premises.

22.3 Tenant also agrees that, upon written request of Landlord, Tenant shall execute from time to time a commercially reasonable estoppel certificate stating, among other things, the effective dates of this Lease, the Base Rent payable hereunder, whether any Base Rent has been prepaid, whether, to the best of Tenant's knowledge, Landlord and Tenant are currently in compliance with the terms of the Lease, and such other provisions as Landlord may reasonably request.

23. COMPLIANCE WITH LAW

23.1 Tenant shall comply with all applicable federal, state, and local laws, regulations, ordinances, rules, orders, building codes, and zoning (collectively, "Applicable Laws") relating to Tenant's use and occupancy of the Premises, provided that Tenant shall not be required to modify or otherwise improve the Premises unless required as a result of and specifically related to any leasehold improvements performed by Tenant. Landlord shall comply with all Applicable Laws in its Landlord Improvements to permit the full and beneficial use of the Premises.

24. INDEMNIFICATION

24.1 Tenant will hold Landlord harmless from and against any and all claims, actions, damages, liability, and expense in connection with loss of life, bodily injury, and/or damage to personal property arising directly from or out of any occurrence in, upon, or at the Premises or the occupancy or use by Tenant of the Premises or any part thereof occasioned by any negligent act or willful misconduct of Tenant, its agents, employees, or invitees. In case Landlord shall, without fault on its part, be made a party to any such litigation commenced by or against Tenant, then Tenant shall hold Landlord harmless and shall pay all costs, expenses, and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation. Landlord will indemnify Tenant and save it harmless from and against any and all claims, actions, damages, liability, and expense in connection with loss of life, bodily injury, and/or damage to personal property arising directly from or out of any occurrence in, upon, or at the

Premises or any part thereof occasioned by any gross negligent act or willful misconduct of Landlord, its agents or employees. In case Tenant shall, without fault on its part, be made a party to any such litigation commenced by or against Landlord, then Landlord shall protect and hold Tenant harmless and shall pay all costs, expenses, and reasonable attorneys' fees incurred or paid by Tenant in connection with such litigation. The foregoing indemnities shall survive the expiration or earlier termination of this Lease. Notwithstanding anything herein to the contrary, in no event shall Landlord be liable to Tenant for consequential damages, including but not limited to loss of profits.

25. HAZARDOUS MATERIAL

25.1 In the event the Premises are contaminated by Hazardous Materials (as hereinafter defined) brought thereon by Tenant, its officers, employees, or agents (hereinafter called a "Tenant's Release"), Tenant shall hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses without limitation, attorneys' fees, consultant fees and expert fees, and/or any loss incurred by Landlord under the Lease to the extent related to Tenant's Release. Without limiting the generality of the foregoing, the hold harmless provided by this Section shall specifically cover, to the extent resulting from a Tenant's Release: (i) costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local government agency or political subdivision because of the presence of Hazardous Materials on, under, in or about the Premises; and (ii) natural resource damages liability. The foregoing provision shall survive the expiration or earlier termination of this Lease.

25.2 "Hazardous Materials" as used herein shall mean any pollutant, toxic or regulated substance or material, hazardous waste, hazardous material, hazardous substance, asbestos, methane, petroleum product or oil as defined in or regulated by the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), as amended, the Federal Clean Water Act, as amended, or any other Applicable Laws for the preservation of public health, safety or the environment, whether existing as of the Commencement Date or subsequently enacted.

26. SIGNS

26.1 Subject to Applicable Laws and applicable deed restrictions (if any), Tenant shall have the right, at its sole cost and expense, to erect signage upon the Building and/or otherwise about the Premises, including temporary “coming soon” signage. All signs or symbols placed by Tenant in the windows and doors of the Premises, or upon any exterior part of the Building, shall be subject to Landlord’s prior written approval, which approval shall not be unreasonably withheld. Tenant shall not erect any signs other than customary trade signs identifying its business and products, and may not erect a sign or signs on the roof of the Building unless approved in writing by Landlord. At the expiration or earlier termination of this Lease, Tenant will remove all signs placed by it upon the Premises and will repair any damage to the Premises or the Building caused by such removal. All signs must comply with sign ordinances and be placed in accordance with required permits.

27. NOTICES

27.1 All notices required or permitted herein shall be in writing and shall be hand delivered, sent by certified or registered mail. Notices shall be deemed given upon receipt by the party to be notified or, in the event the party to be notified refuses receipt of notice, upon refusal of such notice. The first (1st) day following receipt of such notice shall be the start date for all time periods stated herein. Any time period provided for herein which shall end on a Saturday, Sunday, or Federal holiday shall automatically be extended through the next full business day. An email copy may also be provided, but receipt of an emailed notice will not be used for determining the date a notice has been deemed given to the party to be notified. All notices shall be addressed to Landlord or Tenant, respectively, at the following addresses, or to such other address as either party may designate in writing from time to time:

LANDLORD:

AMB Investments, LLC
474 45th Street South
Fargo, ND 58103
Attn: Nikki Nelson
(701) 280-5911
Tax I.D. No.: 82-3640018

TENANT:

WITH A COPY E-MAILED TO:
nikkin@bullingerenterprises.com

WITH A COPY E-MAILED TO:

28. OFAC COMPLIANCE

28.1 Each party shall take any actions that may be required to comply with the terms of the USA Patriot Act of 2001, as amended, any regulations promulgated under the foregoing law, Executive Order No. 13224 on Terrorist Financing, any sanctions program administered by the U.S. Department of Treasury's Office of Foreign Asset Control or Financial Crimes Enforcement Network, or any other laws, regulations, executive orders or government programs designed to combat terrorism or money laundering, if applicable, with respect to the Lease. Each party represents and warrants to the other party that it is not an entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury, as last updated prior to the date of this Lease.

29. TIME IS OF THE ESSENCE

29.1 Time is of the essence in the performance of this Lease.

30. GOVERNING LAW

30.1 This Lease shall be construed under and governed by the laws of the State of North Dakota, without regard to its choice of law provisions. Each term and provision of this Lease shall be enforced to the fullest extent permitted by law. Should any provisions of this Lease be held to be wholly invalid, illegal, or not enforceable under such state laws or any Federal laws, it or they shall be considered severable and the Lease, its remaining terms and conditions, shall remain in full force and be binding upon Landlord and Tenant as though such severed provisions had never been included.

31. ATTORNEYS' FEES

31.1 In the event a suit is filed by either Landlord or Tenant in order to enforce the terms, conditions and covenants of this Lease, the prevailing party shall be entitled to reasonable attorneys' fees and costs incurred in connection therewith at both the trial and appellate levels.

32. ASSIGNMENT AND SUBLETTING

32.1 Tenant may not assign this Lease, or any right or privilege granted hereunder, or sublet all or any portion of the Premises, or permit any business to be operated in or from the Premises by any licensee or concessionaire, without the prior written consent of Landlord, which shall not be unreasonably withheld. If approved, any assignment shall be subject to the following: (a) Tenant shall notify Landlord within thirty (30) days prior to such assignment, and (b) Tenant shall remain obligated to all terms and conditions of this Lease except as provided in this Article 32.1. Any transfer of Tenant's interest in this Lease or the Premises by operation of law, regardless of whether the same is characterized as voluntary or involuntary, shall be construed as an "assignment" prohibited by this Article 32. Anything contained herein to the contrary notwithstanding, a transfer, sale, pledge or assignment of all or any portion of the capital stock of or other equity interests in Tenant shall not be construed as an "assignment".

32.2 Landlord shall be permitted freely to assign all of its rights and obligations hereunder to a subsequent owner of the Premises, and upon such assignment of its obligations and assumption by such assignee, Landlord shall no longer be liable under this Lease. Tenant hereby agrees to attorn to any assignee of Landlord's interest hereunder, whether such assignment is voluntary or by operation of law. The assignee assumes all obligations upon execution of the assignment. Landlord shall notify Tenant of assignment in writing fifteen (15) days prior to the effective date of the assignment.

33. INTERPRETIVE PROVISIONS

33.1 The captions are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope of this Lease, or the intent of any provision hereof. The neuter singular pronoun shall be deemed to include the masculine, the feminine, and the plural. The term "include" and "including" shall mean without limitation by way of enumeration. Unless otherwise expressly provided herein, the words "herein", "hereof", "hereunder" and similar words refer to this Lease as a whole and not to any particular provision of this Lease.

34. SUCCESSORS AND ASSIGNS

34.1 All of the covenants, agreements, terms, conditions and undertakings in this Lease shall extend and inure to and be binding upon successors in interest, transferees, heirs, legal representatives, successors and assigns of Landlord and Tenant.

35. ENTIRE AGREEMENT

35.1 This Lease constitutes the sole and entire agreement of Landlord and Tenant and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter. No amendment, modification, or alteration of the covenants and terms of this Lease shall be binding unless the same are in writing, dated subsequent to the date hereof and duly executed by Landlord and Tenant. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Lease.

36. WAIVERS

36.1 No waiver by either party of any default or breach of any term, covenant or condition of this Lease shall be deemed a waiver of any other term, covenant, or condition hereof, or of any subsequent default or breach of the same or any other term, covenant or condition hereof. Landlord's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent or similar act by Tenant.

37. COUNTERPARTS AND ELECTRONIC SIGNATURES

37.1 This Lease and all Exhibits may be executed in a number of identical counterparts. If so executed, each such counterpart is to be deemed an original for all purposes, and all such counterparts shall collectively constitute one agreement. The parties shall be entitled to sign and transmit an electronic signature of this agreement (by PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed agreement upon request.

38. BROKERS

38.1 Paul Johnson, of Cityscapes Development, LLC, represents both the Landlord and the Tenant in this transaction. Landlord is also the owner and broker of Cityscapes Development, LLC.

38.2 Except as set forth herein, Landlord and Tenant represent and warrant one to the other that, except as set forth by addendum attached to this Lease, neither of them has employed or otherwise used any broker or agent in relation to this Lease. Landlord will indemnify and hold Tenant harmless, and Tenant will indemnify and hold Landlord harmless, from and against any claims for brokerage or other commissions or fees arising out of any breach of the foregoing representation and warranty by the respective indemnitors. No commissions will be paid by Landlord on any Extension Period or purchase option transactions with Tenant, if any arise in the future. Should Tenant choose to have a broker or realtor represent its interests in any lease renewal negotiations under this Lease, then the Tenant shall be responsible for paying any and all commissions or fees to its broker or realtor.

39. RIGHT OF FIRST REFUSAL

39.1 Landlord expressly reserves the right to sell or otherwise transfer the Premises and assign the Lease at any time. In the event Landlord desires to sell the Premises to an unrelated third party during the Term of this Lease, Tenant shall have the following rights to purchase the Premises, so long as Tenant is not in default under this Lease:

39.2 In the event Landlord has received an offer to sell the Premises to an unrelated third party, Tenant shall have a right of first refusal to purchase the Premises upon the same terms and conditions that Landlord is willing to accept as a bona fide offer from such third party. Upon receiving notice from Landlord of Landlord's intent to accept the bona fide offer, Tenant shall have thirty (30) days to indicate its intent to purchase the Premises. If Tenant fails to exercise this right of first refusal to purchase the Premises within 30 days of receipt of notice from Landlord, or Tenant elects to waive this right granted to it, then Tenant agrees to promptly execute and deliver to Landlord such documents as Landlord shall reasonably request of Tenant to evidence that Tenant's right of first refusal granted under this Lease has been terminated.

39.3 In the event Landlord desires to sell the Premises without having received an offer from an unrelated third party, Landlord hereby grants to Tenant the first right and option to purchase the Premises at current market rates (as Landlord shall set out in its notice to Tenant) prior to the Premises being put on the market for sale under the following terms and conditions:

(a) Option Period. Landlord agrees to provide Tenant written notice of its intent to put the Premises on the market for sale. In such written notice, Landlord shall grant Tenant the first option to purchase the Premises at the then current market rate, which shall be set out in such written notice. Upon receiving such written notice from Landlord, Tenant shall have 30 days to indicate its intent to purchase the Premises at such purchase price and according to the terms and conditions set forth herein. If Tenant fails to exercise this right of first refusal to purchase the Premises within 30 days of receipt of notice from Landlord, or Tenant elects to waive this right granted to it, then Tenant agrees to promptly execute and deliver to Landlord such documents as Landlord shall reasonably request of Tenant to evidence that Tenant's right of first refusal granted under this Lease has been terminated.

(b) Closing. Closing shall take place within 45 days from Tenant's notice to Landlord of its intent to purchase the Premises. The Lease shall remain in full force and effect until the date of closing. Tenant shall continue to fully comply with its Lease obligations pending closing, including the obligation to make timely monthly rent payments. Closing shall take place at a title company selected by Landlord.

(c) Title. At closing, the Landlord will convey the Premises together with all rights, hereditaments and appurtenances belonging thereto by Bill of Sale to the Tenant free and clear of all liens, encumbrances, restrictions, rights or exceptions except those of record.

(d) No Warranties or Representations. Tenant agrees that the Premises will be sold by Landlord on an "as-is" basis, and the Landlord makes no warranties or representations as to the condition or fitness of the Building or other improvements.

(e) No Assignment. Tenant shall not have the right to assign its rights under this option to a third party.

(f) Entire Premises. Tenant hereby covenants, agrees, and stipulates that the said option to purchase is not divisible, separable, or otherwise subject to bifurcation with respect to the Premises; and, the option shall be and may only be exercised as set forth hereinabove with regard to one hundred percent (100%) of the Premises.

39.4 For purposes of this Section 39, Tenant does not have a right of first refusal if Landlord sells or otherwise transfers its interest in and to the Premises to a person or entity directly or indirectly related to Landlord.

39.5 Tenant's rights under this Section 39 are not transferrable in any assignment hereunder.

40. **EFFECTIVE DATE**

40.1 The Effective Date of this Lease shall be the date upon which this Lease is executed by the last signatory.

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Except as may be otherwise specifically provided herein, by the execution of this Lease, Landlord and Tenant do hereby bind themselves, their heirs, administrators, executors, successors and assigns, to all of its terms, covenants and conditions as of the Effective Date set forth above.

IN WITNESS WHEREOF, Landlord and Tenant have hereunto subscribed their names on the dates set forth below.

LANDLORD:

AMB Investments, LLC

By: _____

Name: _____

Title: _____

Date: _____

TENANT:

City of West Fargo

By: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGEMENTS PAGE TO FOLLOW

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EXHIBIT A-1

Legal Description of Property

It being the approximately 2.67 acres of the property described as:

Lot 1, Block 1 North Pond at the Preserve 8th Addition located in the City of
West Fargo, Cass County, North Dakota

and having the address of 2515 6th Street East.

EXHIBIT A-2

Premises

The Building is depicted below as “PROPOSED BUILDING”, which is shaded in yellow and situated on the surrounding parking lot and land, which together depicts the entire Premises.

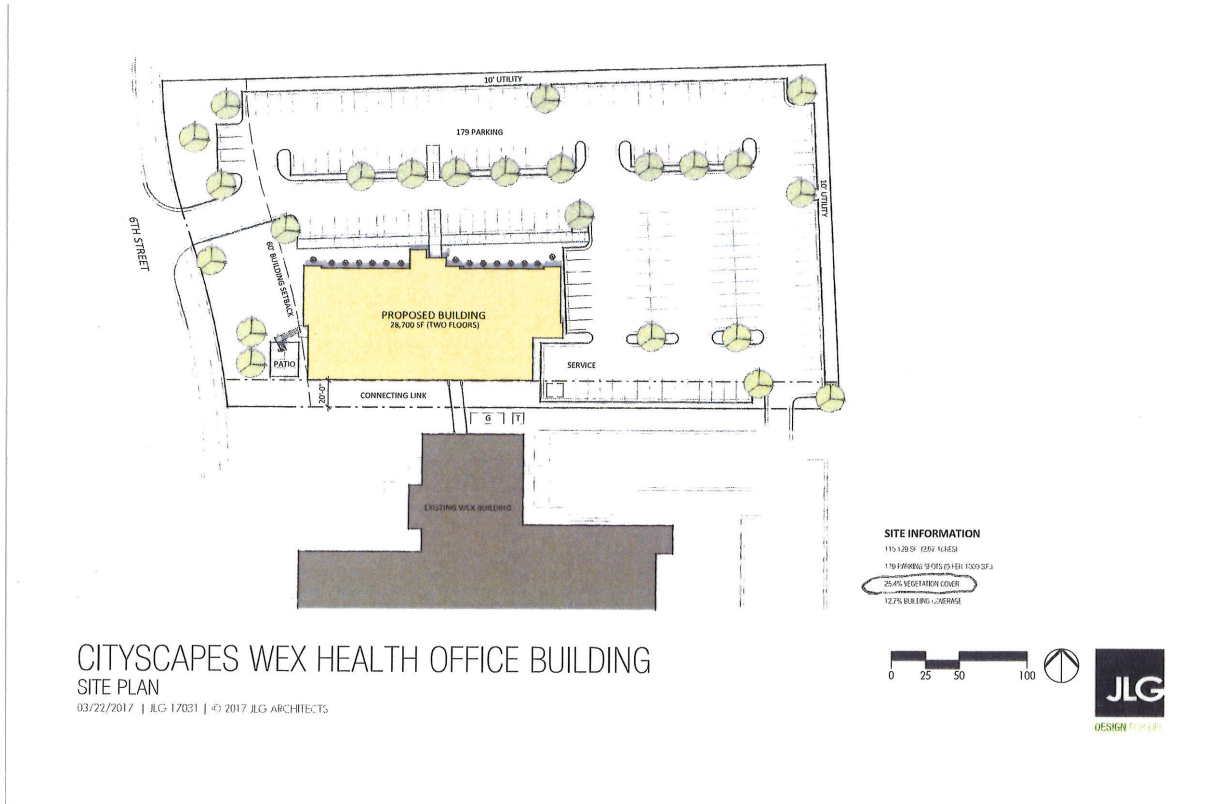


EXHIBIT B

Initial Improvements

Landlord's Initial Improvements

[To Be Attached When Determined between City of West Fargo and Prior Tenant]

Tenant's Initial Improvements

[To Be Attached When Determined between City of West Fargo and Prior Tenant]

Memo

To: West Fargo City Commission
From: Trent Barks, Municipal Court Judge
Date: December 7, 2023
Re: Appointment of Alternate Municipal Court Judges

Municipal Court Alternate Judge Scott Diamond is leaving effective November 14th in order to take a position with the District Court as the Court Referee. NDCC reads, in part, "40-18-03. Vacancy in office of municipal judge...The governing body may appoint an alternate municipal judge to serve when the municipal judge is unable to serve due to temporary absence, interest, disqualification, or disability...".

I recommend the position of Alternate Judge be filled by the appointment of Dan Phillips of the Solberg Law Office. At this time only one alternative is sufficient to meet the needs of the West Fargo Municipal Court, but if more are needed I would bring another appointment(s) for consideration.

Dan Phillips works with the Solberg Law Office and was once an Assistant City Attorney and Fargo City Prosecutor. He, likewise, is very familiar with our procedures. "

Currently, the Alternate Judge is compensated at a rate of \$137.50 per hour and I recommend that rate of compensation remains the same. I have spoken with Dan and he expressed an interest in serving in this capacity.

Recommended Motion: *A motion to appoint Attorney Daniel Phillips as Alternate Municipal Court Judge effective December 13, 2023, to be compensated at the rate of \$137.50 per hour.*