

Meeting Items

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
- D. Approve Order of Agenda
- E. Approval of Minutes -- December 18, 2023
- F. Building Permits

Consent Agenda - Approve the Following:

- a. Bills
- b. City of West Fargo Designated Depositories
- c. Games of Chance for VOLT Volleyball. Games to be conducted: Raffle and Raffle Board on January 19, 2024 at The Local 701 at 1405 Prairie Parkway, West Fargo, ND
- d. Games of Chance for Fargo Ducks Unlimited. Games to be conducted: Raffle on February 8, 2024 at Traditions Restaurant and Bar at 3330 Sheyenne Street, Suite 116, West Fargo, ND
- e. Site Authorization for Tim Running Post #24. Games to be conducted: Raffles and Poker from January 26 - 29, 2024 and March 1 - 3, 2024 at DoubleTree by Hilton at 825 E Beaton Drive, West Fargo, ND

Regular Agenda

- 1. Public Comment
- 2. A23-30 Tintes Land Co. 15th Addition, Approval of Conditional Use Permit for Wireless Telecommunications Tower -- Aaron Nelson, Planning Director
- 3. A23-4 Sandhills 6th Addition, Approval of Second Reading of Rezone Ordinance and Final Plat -- Aaron Nelson, Planning Director
- 4. A23-17 Sandhills 7th Addition, Approval of Second Reading of Rezone Ordinance and Final Plat -- Aaron Nelson, Planning Director
- 5. Federal Grant Program Procurement Policy -- Heide Delorme, Finance Director
- 6. Request to Expend from One-Half Percent Public Safety Sales Tax -- Peter Nielsen, Chief of Police
 - Approve Expenditure of \$95,000 in Public Safety Sales Tax Funds
- 7. Presentation of Sanitation Rate change option (informational only) -- Matt Andvik, Public Works Director
- 8. Improvement District No. 2261 – 2024 Mill and Overlay (Various Neighborhoods) -- Dan Hanson, City Engineer
 - Hearing – District No. 2261 and Approval of Resolution of Insufficient Protests

9. Lighting Standard Improvements – HPS to LED (Citywide) -- Dan Hanson, City Engineer
 - Create Project No. 9040, Approve Engineer's Report; Approve Task Order 2023-01-1 for "Basic Services"; Direct Engineer to prepare Plans and Specifications
10. 2024 Concrete Pavement Repair – Various Locations -- Dan Hanson, City Engineer
 - Create Project No. 2282, Approve Engineer's Report; and Direct Engineering to prepare Plans and Specifications
11. First Reading of proposed Gas Franchise Ordinance 1235
12. Correspondence
13. Non-Agenda Items
14. 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 18, 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 moved to approve the Order of agenda as presented. Commissioners George, Simmons, Dardis, Olson and Anderson, voted aye. No Commissioners present voted nay, the motion was declared carried.

E. Approval of Minutes -- December 4, 2023

Commissioner George moved and Commissioner Anderson seconded to approve the minutes of December 4, 2023. Commissioners George, Simmons, Dardis, Olson and Anderson, voted aye. No Commissioners present voted nay, the motion was declared carried.

F. Building Permits

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

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 *** correction March 7, 2024 ***

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

Commissioner Olson moved and Commissioner Anderson 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 carried.

Regular Agenda

1. Public Comment

Three West Fargo residents spoke during the Public Comment portion of the meeting.

2. Public Hearing – A23-4 Sandhills 6th Addition, Approval of First Reading of Rezone

Ordinance -- Aaron Nelson, Planning Director

Following the Public Hearing, Commissioner Olson moved and Commissioner George seconded to approve the first reading of rezone ordinance for A23-4 Sandhills 6th Addition. Commissioners George, Simmons, Dardis, Olson and Anderson, voted aye. No Commissioners present voted nay, the motion was declared carried.

3. Public Hearing – A23-17 Sandhills 7th Addition, Approval of First Reading of Rezone

Ordinance -- Aaron Nelson, Planning Director

Following the Public Hearing, Commissioner Simmons moved and Commissioner Olson seconded to approve the first reading of rezone ordinance for A23-17 Sandhills 7th Addition. Commissioners George, Simmons, Dardis, Olson and Anderson, voted aye. No Commissioners present voted nay, the motion was declared carried.

4. Approve purchase of Vactor Truck -- Matt Andvik, Public Works Director

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

5. Approve Sanitation Rate and Operational Changes -- Matt Andvik, Public Works Director

Commissioner Simmons moved and Commissioner Anderson seconded to table the item until the second meeting in January (January 22, 2024). Commissioners Simmons, Dardis, and Anderson, voted aye. Commissioners Olson and George voted nay, the motion was declared carried on a 3:2 vote.

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"

Commissioner Simmons moved and Commissioner Olson seconded to approve District No. 1345 – Sandhill's 6th Addition; conduct the Resolution of Necessity Public Hearing; approve both a Resolution of Insufficient Protests and a Task order for "Basic Services". Commissioners Simmons, Dardis, Olson and Anderson, voted aye. Commissioners George voted nay, the motion was declared carried on a 4:1 vote.

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**

Commissioner George moved and Commissioner Olson seconded to approve Sanitary Lift Station System Rehabilitation (SA 11, 30, 31, and 36); create Project No. 1349, approve both an Engineer's Report and Task Order for "Basic Services"; and direct Engineer to prepare Plans and Specifications. Commissioners Simmons, Dardis, and Anderson, voted aye. No Commissioners voted nay, the motion was declared carried.

8. Lease Agreement and Police Department Expansion -- Dustin Scott, City Administrator

Commissioner Simmons moved and Commissioner Olson seconded to approve the Lease Agreement and Police Department expansion. A roll call vote was taken, Commissioner George Yes; Commissioner Simmons Yes; Commissioner Bernie Dardis No; Commissioner Olson Yes; Commissioner Anderson No. The motion was declared carried on a 3:2 vote.

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

-- Appointment of Alternate Municipal Court Judges

Commissioner Olson moved and Commissioner Simmons seconded to approve the appointment of the alternate Municipal Court Judges. Commissioners George, Simmons, Dardis, Olson and Anderson, voted aye. No Commissioners present voted nay, the motion was declared carried.

-- 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

There was nothing for correspondence.

11. Non-Agenda Items

There was nothing for non-agenda items.

12. Adjourn

Commissioner Simmons moved and Commissioner Olson seconded to adjourn. Commissioners George, Simmons, Dardis, Olson and Anderson, voted aye. No Commissioners present voted nay, the meeting was adjourned at 7:28 PM.

**WEST FARGO CITY COMMISSION MEETING
BUILDING DEPARTMENT ACTIVITY REPORT
01/08/2024**

	AS OF 12/29/2023			YEAR TO DATE		
	# PERMITS	# UNITS	VALUATION	# PERMITS	# UNITS	VALUATION
<u>BUILDING NEW</u>						
COMMERCIAL	1		\$ 329,000.00	11		\$ 10,167,700.00
RESIDENTIAL DWELLING	1	1	\$ 275,000.00	156	156	\$ 50,002,689.00
RESIDENTIAL TWINHOME						
RESIDENTIAL TOWNHOME						
RESIDENTIAL MULTIPLE						
PUBLIC						
CHURCH						
ACCESSORY	3		\$ 130,400.00	196		\$ 9,017,112.00
FOUNDATION ONLY	1		\$ 1,500.00	4		\$ 521,500.00
<u>BUILDING REMODEL</u>						
COMMERCIAL	2		\$ 52,800.00	38		\$ 13,566,000.00
RESIDENTIAL	5		\$ 210,192.00	128		\$ 3,445,677.00
PUBLIC				7		\$ 3,530,452.00
CHURCH						
ACCESSORY						
<u>BUILDING OTHER</u>						
DEMOLITION				11		\$ 499,400.00
MOVE				3		\$ 72,000.00
PERMIT CANCELLATION						
TOTALS	13	1	\$ 998,892.00	554	156	\$ 90,822,530.00

WEST FARGO CITY COMMISSION MEETING
Building Department Report - Summary

1

NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR	DATE	HBA CODE
230941	Groundworks Minnesota, LLC	121 3 Ave W	Paul Orvik	\$ 25,192.00	Remodel - Residential - Repair Foundation a	12/18/23	RR
231239	Clay County Contracting	706 10 AVE W	Christine Fastnaught	\$ 24,000.00	Remodel - Residential - Foundation Repair	12/21/23	RR
231242	Jan Langton	525 4 AVE W	Jan Langton	\$ 35,000.00	Remodel - Residential - Main Level	12/22/23	RR
231174	Jordahl Custom Homes	1186 Marlys Drive West	Jordahl Custom Homes	\$ 2,400.00	Accessory - Deck	12/27/23	RR
231253	First Step Creations	550 13 AVE E	Connections	\$ 7,800.00	Remodel - Commercial - Daycare	12/29/23	CR
230235	Benjamin Saucke	288 19 Ave NW	Benjamin Saucke	\$ 125,000.00	Accessory - Detached Garage	06/22/23	MP-G
230504	Cass County Historical Society	1351 Main Ave W	Cass County Historical Society	\$ 3,000.00	Accessory - Ramp	06/22/23	CR
230510	Westport Investments LLC	1216 Marlys Dr W	Jordahl Custom Homes	\$ 275,000.00	Residential Dwelling	06/27/23	SF
230474	Krasley Services, Inc.	3307 Oak Ridge Pond Way E	Oakridge Condos, LLC	\$ 329,000.00	Commercial - Office	06/28/23	NC
230619	Plecity Kowalski Construction, Inc.	2515 1 St E	Benjamin & Linsey Davis	\$ 1,500.00	Foundation Only - Accessory Building	07/19/23	MP-F
230605	Lasana Keita	212 5 St E	Lasana Keita, Etal	\$ 4,000.00	Remodel - Residential - Replace Attached G	07/20/23	RR
230620	Krueger Construction, Inc.	3724 4 St E	Alissa Bosse	\$ 122,000.00	Remodel - Residential - Basement and Encl	07/20/23	RR
230719	Blue Ridge Builders, LLC	423 Christianson Dr W	Sheyenne Storage LLC	\$ 45,000.00	Remodel - Commercial - Move Wall	08/17/23	CR

**WEST FARGO CITY COMMISSION MEETING
BUILDING DEPARTMENT MONTHLY COMPARISON REPORT
01/08/2023**

	December 2022			December 2023		
	# PERMITS	# UNITS	VALUATION	# PERMITS	# UNITS	VALUATION
<u>BUILDING NEW</u>						
COMMERCIAL	15		\$ 28,040,790.00	11		\$ 10,167,700.00
RESIDENTIAL DWELLING	195	195	\$ 76,890,806.00	156	156	\$ 50,002,689.00
RESIDENTIAL TWINHOME						
RESIDENTIAL TOWNHOME						
RESIDENTIAL MULTIPLE	1	52	\$ 14,000,000.00			
PUBLIC	3		\$ 17,867,265.00			
CHURCH						
ACCESSORY	220		\$ 5,176,565.00	196		\$ 9,017,112.00
FOUNDATION ONLY	2		\$ 35,000.00	4		\$ 521,500.00
<u>BUILDING REMODEL</u>						
COMMERCIAL	57		\$ 19,616,817.00	38		\$ 13,566,000.00
RESIDENTIAL	131		\$ 4,477,253.00	128		\$ 3,445,677.00
PUBLIC	5		\$ 3,615,330.00	7		\$ 3,530,452.00
CHURCH						
ACCESSORY	2		\$ 65,975.00			
<u>BUILDING OTHER</u>						
DEMOLITION	6		\$ 227,500.00	11		\$ 499,400.00
MOVE	1		\$ 20,000.00	3		\$ 72,000.00
PERMIT CANCELLATION	1		\$ (530,000.00)			
TOTALS	637	247	\$ 169,503,301.00	554	156	\$ 90,822,530.00

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 1 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
115188		289 ACME TOOLS	1,506.48						
1	12198675	12/21/23 ELECTRICIAN TOOLS	1,506.48			1000 430000	432		101000
115274		289 ACME TOOLS	1,404.70						
1	20561801	01/02/24 J MARTINEZ TOOLS	168.52			1000 455000	432		101000
2	20567378	01/03/24 20V BATTERY	249.00			1000 430000	432		101000
3	12239927	01/02/24 TOOLS	707.00			6025 450000	432		101000
4	12243011	01/03/24 FLAT EYES WEB SLING	51.18			6025 450000	432		101000
5	12242713	01/03/24 GREASE GUN	229.00			6010 450200	433		101000
115313		289 ACME TOOLS	176.66						
1	12131721	12/08/23 17 pc wrench set	159.99			2060 415200	641		101000
2	12205164	12/22/23 Little Giant Safety hold	16.67			2060 415200	641		101000
		Total for Vendor:	3,087.84						
115089	110500S	5237 ALASKA CHILD SUPPORT	276.92						
	12/29/23 payroll								
1	12/29/23	Alaska Child Support	276.92			1000 212549			101000
		Total for Vendor:	276.92						
115304		5243 ALFREDO ARCE	80.00						
1	01/04/24	2024 ELECTRICAL TRAINING	80.00			1000 430000	340		101000
		Total for Vendor:	80.00						
115036		5097 ALICIA MYER	594.43						
1	12/21/23	Child Care Grant	594.43			2960 411900	416		101000
		Total for Vendor:	594.43						
115150		4968 ALISHA EVELAND	368.33						
1	01/02/24	Child Care Grant	368.33			2960 411900	416		101000
		Total for Vendor:	368.33						
115038		3869 ALISHA REIS	7.50						
1	12/14/23	MILEAGE	7.50			7000 411600	340		101000
		Total for Vendor:	7.50						

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 2 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
115279		4467 ALL FINISH CONCRETE	16,373.93						
1	Pay App 13	11/30/23 WF Fire Dept Project	16,373.93			4795 480000	670		101000
		Total for Vendor:	16,373.93						
115292		4791 ALL STATES FLOORING, INC.	7,893.00						
1	Pay App 3	11/30/23 WF Fire Dept Project	7,893.00			4795 480000	670		101000
		Total for Vendor:	7,893.00						
115114		2947 ALLSTATE PETERBILT OF FARGO	2,934.02						
1	4003156224	11/21/23 4100 ENGINE COOLANT LEAK R	3,567.57			6010 450200	427		101000
2	4004355748	02/14/23 7045 ACCT CREDIT	-232.39			6010 450200	427		101000
3	4004392502	11/02/23 PARTS ORDER RET	-401.16			6010 450200	427		101000
		Total for Vendor:	2,934.02						
115263		3490 AMAZON CAPITAL SERVICES	15.87						
1	8069863	12/29/23 Counterfeit Bill Detector Pen	15.87			1000 414100	410		101000
		Total for Vendor:	15.87						
114991		4703 AMERICAN RED CROSS TRAINING	672.00						
1	22649711	12/13/23 training	672.00			1000 421000	340		101000
		Total for Vendor:	672.00						
115149		5159 ASHLEY GOLDSTEIN	1,502.03						
Watch Me Grow									
1	01/02/24	Child Care Grant	1,502.03			2960 411900	416		101000
		Total for Vendor:	1,502.03						
115045		3511 ASPEN MILLS	73.71						
1	324907	12/15/23 Crosses for Class A/YOS	73.71			2060 415200	422		101000
		Total for Vendor:	73.71						
115156	-99345E	4672 ASURE PAYROLL TAX MANAGEMENT	199,646.29						
12/15/23 payroll									
1	12/15/23	Social Security	93,553.26			1000 212501			101000
2	12/15/23	Medicare	22,064.06			1000 212502			101000
3	12/15/23	Federal Income Tax	76,768.97			1000 212503			101000

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 3 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
4	12/15/23	ND State Tax	3,438.00			1000 212504			101000
5	12/15/23	MN State Tax	3,822.00			1000 212505			101000
115157	-99343E	4672 ASURE PAYROLL TAX MANAGEMENT	33,721.34						
	12/22/23	payroll							
1	12/22/23	Social Security	10,713.60			1000 212501			101000
2	12/22/23	Medicare	2,505.60			1000 212502			101000
3	12/22/23	Federal Income Tax	18,854.14			1000 212503			101000
4	12/22/23	ND State Tax	1,488.00			1000 212504			101000
5	12/22/23	MN State Tax	160.00			1000 212505			101000
115158	-99342E	4672 ASURE PAYROLL TAX MANAGEMENT	267,809.54						
	12/31/23	payroll							
1	12/31/23	Social Security	114,541.18			1000 212501			101000
2	12/31/23	Medicare	26,986.92			1000 212502			101000
3	12/31/23	Federal Income Tax	115,154.44			1000 212503			101000
4	12/31/23	ND State Tax	6,778.00			1000 212504			101000
5	12/31/23	MN State Tax	4,349.00			1000 212505			101000
		Total for Vendor:	501,177.17						
115218		2931 AUTO VALUE PARTS STORES	591.57						
1	99246955	12/19/23 FILTERS	122.91			6025 450000	427		101000
2	99246952	12/19/23 FILTERS	161.82			6010 450200	427		101000
3	99246949	12/19/23 FILTERS	13.04			1000 421000	427		101000
4	99247051	12/19/23 FILTERS/BELT/SPARKPLUG	117.65			1000 421000	427		101000
5	99245518	12/12/23 FILTERS	28.40			1000 430000	427		101000
6	99246953	12/19/23 FILTER	3.26			1000 455000	427		101000
7	99246958	12/19/23 FILTER	3.26			1000 415000	427		101000
8	99246956	12/19/23 FILTERS	98.24			6025 450000	427		101000
9	99246217	12/14/23 WORK LAMP	42.99			6010 450200	427		101000
115256		2931 AUTO VALUE PARTS STORES	88.21						
1	99248312	12/28/23 WORK LAMP	42.99			6010 450200	427		101000
2	99248453	12/28/23 FILTER	45.22			1000 430000	427		101000
		Total for Vendor:	679.78						

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 4 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
115174		1695 BAKER & TAYLOR	594.00						
1	NS21110150	11/01/21 PROFESSIONAL PUBLICATIONS	594.00			7000 411600	648		101000
		Total for Vendor:	594.00						
115028	-99346E	3552 BLUE CROSS BLUE	278,279.90						
	December 2023 Premium - Med/Dental/Vision								
1	1120486526	11/20/23 Dec 2023 Premium	278,279.90			1000 212539			101000
		Total for Vendor:	278,279.90						
115124		1389 BNSF RAILWAY COMPANY	419.08						
1	90261444	12/19/23 Project 2265	419.08			4793 480000	670		101000
		Total for Vendor:	419.08						
115111		5238 BONFIRE INTERACTIVE LTD	7,200.00						
1	119776	12/14/23 BONFIRE PROCUREMENT SOFTWARE	7,200.00			1000 455000	340		101000
		Total for Vendor:	7,200.00						
115048		3512 BOUND TREE MEDICAL, LLC	164.32						
1	85180968	12/08/23 Medical Supplies	164.32			2060 415200	500		101000
		Total for Vendor:	164.32						
115011		73 BRAUN INTERTEC	9,535.00						
1	B358617	09/20/23 Project 9036	9,535.00			4505 480000	724		101000
		Total for Vendor:	9,535.00						
115289		652 BRENCO CORPORATION	19.08						
1	0141261	01/03/24 7035 SOCKET/PLUG	19.08			6025 450000	427		101000
		Total for Vendor:	19.08						
115322		3892 BURGGRAF'S ACE FARGO WEST #17458	14.76						
1	2877	11/15/23 SUPER GLUE	11.76			1000 430000	433		101000
2	258929	12/25/23 FINANCE CHARGE	3.00			1000 430000	433		101000
		Total for Vendor:	14.76						

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 5 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
115236		4826 BURNS & MCDONNELL ENGINEERING	1,457.63						
1	153301-5	12/31/23 SANITATION STUDY	1,457.63			6010 450200	418		101000
		Total for Vendor:	1,457.63						
115039		351 BUSINESS ESSENTIALS	64.13						
1	W012749111	12/15/23 POST ITS/ISSUES/BOARD CLE	64.13			7000 411600	410		101000
115300		351 BUSINESS ESSENTIALS	113.07						
1	1276579	01/02/24 OFFICE SUPPLIES	113.07			1000 450000	410		101000
		Total for Vendor:	177.20						
115208		39 BUTLER MACHINERY	122.83						
1	PS0628835	12/08/23 3000 SEAL/STUD	272.20			1000 430000	427		101000
2	CS0060503	12/08/23 3000 PARTS RET	-149.37			1000 430000	427		101000
115237		39 BUTLER MACHINERY	177.50						
1	W00265152	12/20/23 7709 TRANSMISSION SERVICE	177.50			4387 480000	427		101000
		Total for Vendor:	300.33						
115005		61 CASS COUNTY FINANCE	687.11						
1	2301681940	12/18/23 Airport Taxes	537.24			7050 500000	420		101000
2	2301359580	12/18/23 Airport Taxes	149.87			7050 500000	420		101000
		Total for Vendor:	687.11						
115099		1355 CASS COUNTY GOVERNMENT	1,025.75						
1	7430	12/28/23 nov 2023 medical	90.75			1000 421000	398		101000
2	7422	12/28/23 nov 2023 housing	935.00			1000 421000	398		101000
		Total for Vendor:	1,025.75						
115126		1512 CDW GOVERNMENT, INC	3,207.49						
1	NQ88490	12/19/23 Autodesk Subscription	3,207.49			1000 414200	497		101000
		Total for Vendor:	3,207.49						

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 6 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
115203		4108 CED	126.10								
1	3481043812	12/20/23 SALT SHACK ELEC SUPPLIES	126.10			4796		480000	670		101000
115217		4108 CED	120.00								
1	3481042896	12/28/23 BULBS - VFW PLAZA	120.00			2310		452120	420		101000
		Total for Vendor:	246.10								
115179		1623 CENGAGE GALE	1,113.63								
1	83099020	01/01/24 E RESOURCES	1,113.63			7000		411600	650		101000
		Total for Vendor:	1,113.63								
115121		62 CENTRAL DOOR/HARDWARE	1,800.00								
1	211342	12/07/23 PD DOOR INSTALL	1,800.00			1000		455000	420		101000
		Total for Vendor:	1,800.00								
115003		1777 CENTURY LINK	70.93								
1	Dec 23	12/07/23 WF Airport	70.93			7050		500000	356		101000
		Total for Vendor:	70.93								
115215		3216 CINTAS	95.77								
1	4175140611	11/27/23 SHOP TOWELS	95.77			1000		455000	433		101000
115319		3216 CINTAS	95.77								
1	4178062419	12/26/23 SHOP TOWELS	95.77			1000		455000	433		101000
		Total for Vendor:	191.54								
115333		5245 CITIZENOBSERVER, LLC	7,680.00								
1	01/05/24	Tip411 24-month subscription	7,680.00			1000		421000	497		101000
	11569-855566										
		Total for Vendor:	7,680.00								
115030		111 CITY OF FARGO	30,765.77								
1	452327	12/13/23 Para Rides Rt 20 & 24 - Nov 23	30,765.77			1000		415000	376		101000

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 7 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
115066 1	12/22/23	111 CITY OF FARGO SWAT CIF/light package share	845.55 845.55			2525 421000	375		101000
115115 1	452326 12/13/23	111 CITY OF FARGO LANDFILL FEES	24,686.32 24,686.32			6010 450200	355		101000
115242 1	452598 12/20/23	111 CITY OF FARGO LANDFILL FEES	22,665.50 22,665.50			6010 450200	355		101000
Total for Vendor:			78,963.14						
115020 1	110496S 12/07/23	3167 City of West Fargo Public Works Invoice for FD New HQ. TMW 18332 FD Nov Roll-off new HQ.	331.50 331.50			4795 480000	670		101000
115085 1	02066 Dec 12/20/23	3167 City of West Fargo Airport Dumpster	73.00 73.00			7050 500000	420		101000
Total for Vendor:			404.50						
115004 1	2496 12/06/23	1338 CLARK'S EXCAVATING & SEPTIC Pump Holding Tank - Airport	275.00 275.00			7050 500000	420		101000
Total for Vendor:			275.00						
115147 1	8224 12/31/23	1904 CODE 4 SERVICES, INC clip mount	105.02 105.02			1000 421000	610		101000
Total for Vendor:			105.02						
115105 1	10350027 10/02/23	133 COLE PAPERS PD PAPER PRODUCTS	130.00 130.00			1000 455000	500		101000
Total for Vendor:			130.00						
115153 1	12/31/23	3850 COLLIERS SECURITIES LLC Annual Fee	750.00 750.00			1000 414100	428		101000
Total for Vendor:			750.00						

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 8 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
115186 1	U084547	3245 CORE & MAIN 12/22/23 VALVE BOX/LIDS	21,499.00 21,499.00			6020 450000	438		101000
115212 1	U083722	3245 CORE & MAIN 12/12/23 VB WATER LID IMPORT	324.00 324.00			6020 450000	438		101000
115272 1	U172765	3245 CORE & MAIN 01/03/24 HYDRANT MARKERS	889.40 889.40			6020 450000	438		101000
115273 1	U167200	3245 CORE & MAIN 01/02/24 SMART POINT METERS	99,904.85 99,904.85			2230 454000	429		101000
Total for Vendor:			122,617.25						
115056 1	004707	4242 COVERTRACK GROUP INC 12/21/23 annual-device 12274	611.65 611.65			1000 421000	497		101000
Total for Vendor:			611.65						
115297 1	Pay App 17	859 DAKOTA ELECTRIC CONSTRUCTION CO 11/30/23 WF Fire Dept Project	36,264.16 36,264.16			4795 480000	670		101000
Total for Vendor:			36,264.16						
115248 1	149200	4059 DAKOTA FENCE - ACCT REC 12/31/23 SA17 FENCE REPAIR	4,347.00 4,347.00			6025 450000	826		101000
Total for Vendor:			4,347.00						
115299 1	Pay App 3	4199 DAKOTA FENCE COMPANY 11/30/23 WF Fire Dept Project	8,550.00 8,550.00			4795 480000	670		101000
Total for Vendor:			8,550.00						
115210 1	7150035	1675 DAKOTA FLUID POWER, INC 12/15/23 HARDWARE	32.04 32.04			6010 450200	427		101000
Total for Vendor:			32.04						

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 9 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
115314		4428 DAKOTA REFRIGERATION, INC.	4,825.00						
		Ice machine for new FD Hqtrs							
1	195767	12/05/23 Ice Machine-FD new HQ	4,825.00			4795 480000	641		101000
		Total for Vendor:	4,825.00						
115192		3680 DAKOTA STORAGE PRODUCTS	5,154.56						
1	18930	12/01/23 PALLET RACK	2,220.00			6025 450000	420		101000
2	18930	12/01/23 PALLET RACK	2,220.00			6020 450000	420		101000
3	18967	12/06/23 STORAGE BEAMS	714.56			1000 430001	432		101000
		Total for Vendor:	5,154.56						
115072		624 DAKOTA SUPPLY GROUP	5.21						
		November charges paid on December 2023 Statement. TMW							
1	103296253.	11/30/23 FD New HQ/Electriction pic	5.21			2060 415200	500		101000
115130		624 DAKOTA SUPPLY GROUP	84.05						
1	103364995	12/27/23 TIME DELAY FUSE	84.05			6025 450000	826		101000
115249		624 DAKOTA SUPPLY GROUP	45,447.00						
1	S103319547	12/29/23 10 LIGHT POLES	45,447.00			1000 430002	527		101000
		Total for Vendor:	45,536.26						
115198		87 DAKOTA TIRE	42.64						
1	938291	12/28/23 Sq 75 Oil Change	42.64			2060 415200	427		101000
		Total for Vendor:	42.64						
115013	110493S	3050 DAKOTA UPREIT LIMITED	7,654.81						
		Pioneer Center - Nov rent							
1	00038656	11/01/23 Common Area - Nov	2,402.29			1000 415000	389		101000
2	00038656	11/01/23 Base Rent - Nov	5,252.52			1000 415000	389		101000
115014	110493S	3050 DAKOTA UPREIT LIMITED	7,654.81						
		Pioneer Center - Dec rent							
1	00042547	12/01/23 Common Area - Dec	2,402.29			1000 415000	389		101000
2	00042547	12/01/23 Base Rent - Dec	5,252.52			1000 415000	389		101000

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 10 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
115239		3050 DAKOTA UPREIT LIMITED	7,812.38								
		Pioneer Center - Jan rent									
1	00000029	01/01/24 Common Area - Jan	2,402.29			1000		415000	389		101000
2	00000029	01/01/24 Base Rent - Jan	5,410.09			1000		415000	389		101000
		Total for Vendor:	23,122.00								
115184		4257 DANIELLE JOHN	35.00								
1		WATER TESTING TRAVEL	35.00			1000		430001	340		101000
		Total for Vendor:	35.00								
115057		856 DAVE'S WEST FARGO TIRE	291.33								
1	123445	12/22/23 #1205 tire repair	53.95			1000		421000	427		101000
2	123402	12/21/23 #1193 tire removal/repalir	237.38			1000		421000	427		101000
115100		856 DAVE'S WEST FARGO TIRE	31.31								
1	123526	12/29/23 #1196 repair tire	31.31			1000		421000	427		101000
		Total for Vendor:	322.64								
114996		2706 DEREK WERNER	341.00								
1	12/19/23	meal reimb	341.00			1000		421000	340		101000
		Total for Vendor:	341.00								
115040		4563 DICKINSON AREA PUBLIC LIBRARY	14.50								
1	12/18/23	BOOK REPLACEMENT	14.50			7000		411600	490		101000
		Total for Vendor:	14.50								
115338		2583 DOUBLETREE BY HILTON	6,661.20								
1	5052	12/18/23 2023 Holiday Party	6,661.20			1000		414103	378		101000
		Total for Vendor:	6,661.20								
115047		3707 EAGLE ENGRAVING INC	75.95								
1	48580	12/18/23 M Brieland 5 yr award	75.95			2060		415200	378		101000
		Total for Vendor:	75.95								

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 11 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
115267		2100 EAGLE RUN CROSSING LLC	361.92						
1	1198	12/27/23 RENTAL DIESEL	91.14			1000 430000	424		101000
2	8324	12/14/23 7002 DIESEL	1.26			6025 450000	424		101000
3	1227	12/27/23 RENTAL DIESEL	201.46			1000 430000	424		101000
4	3039	12/27/23 5400 DIESEL	25.00			1000 430001	424		101000
5	2981	12/27/23 5400 DIESEL	43.06			1000 430001	424		101000
		Total for Vendor:	361.92						
115049		4049 EAPC ARCHITECTS ENGINEERS	6,461.53						
1	55931	12/04/23 10-29-2023 to 11-25-2023	6,461.53			4795 480000	670		101000
		Total for Vendor:	6,461.53						
115246		1502 EIDE BAILLY LLP	8,562.50						
1	EI01605554	12/28/23 Fiscal Condition Assessmen	8,562.50			1000 414100	428		101000
		Total for Vendor:	8,562.50						
115118		545 ELECTRIC PUMP LLC	3,564.52						
1	0077241	12/19/23 GRINDER PUMP CUTTERS	3,564.52			6025 450000	825		101000
		Total for Vendor:	3,564.52						
115288		2998 ELLENSON CAULKING LLC	22,500.00						
1	Pay App 4	11/30/23 WF Fire Dept Project	22,500.00			4795 480000	670		101000
		Total for Vendor:	22,500.00						
115094		3410 ENGRAPHIX	371.65						
1	a4004	12/20/23 plaque christianson	81.90			1000 421000	375		101000
2	a4003	12/20/23 plaque otterness	119.00			1000 421000	375		101000
3	a3962	12/11/23 plaque cota	26.25			1000 421000	375		101000
4	a4000	12/19/23 plaque phillippi	144.50			1000 421000	375		101000
		Total for Vendor:	371.65						
114985	110357S	3547 EQUITABLE UNIT ANNUITY	2,000.00						
1	12/31/23	Deferred Comp Dec 2023	2,000.00			1000 212524			101000
		Total for Vendor:	2,000.00						

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 12 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
115253		1578 ESRI, INC GIS Software/Maintenance Period: 1/3/24-1/2/25	39,700.00						
1	94611152	11/27/23 Enterprise Agreement Fee	39,700.00			1000 414000	497		101000
115255		1578 ESRI, INC 12/29/23-12/28/24	3,580.00						
1	94634811	12/29/23 GIS Training	3,580.00			1000 414000	245		101000
		Total for Vendor:	43,280.00						
115287		660 FARGO FREIGHTLINER	242.49						
1	X101137765	01/02/24 411 SURGE TANK	242.49			6010 450200	427		101000
		Total for Vendor:	242.49						
115213		979 FARGO LINE-X	795.00						
1	28330	10/18/23 5303 CAM LOCKER TOOL BOX	795.00			1000 430001	427		101000
		Total for Vendor:	795.00						
115074		4919 Fargo Woodworks	2,750.00						
1	10510	12/07/23 FD Hqtrs final payment/table	2,750.00			4795 480000	641		101000
		Total for Vendor:	2,750.00						
115075		1648 FARSTAD OIL, INC	187.74						
1	833361.23	12/15/23 Ridgeland Drum DEF	187.74			2060 415200	424		101000
115206		1648 FARSTAD OIL, INC	310.44						
1	83122523	12/14/23 RIDGELINE DEF	310.44			6020 450000	424		101000
		Total for Vendor:	498.18						
115102		151 FEDERAL EXPRESS	20.40						
1	836163408	12/27/23 pkg mailed	10.18			1000 421000	661		101000
2	835364519	12/20/23 pkg mailed	10.22			1000 421000	661		101000
		Total for Vendor:	20.40						

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 13 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
115104		3792 FERGUSON ENTERPRISES LLC 1657	484.34						
1	9496391	12/06/23 LEV SINK FCT	484.34			1000 455000	420		101000
		Total for Vendor:	484.34						
115054		3347 FIRST INTERNATIONAL INSURANCE	653.00						
1	458255	12/19/23 k9 Vito	71.00			1000 421000	321		101000
2	458270	12/21/23 3 new squads	576.00			1000 421000	323		101000
3	458256	12/19/23 k9 Vito	6.00			1000 421000	321		101000
115093		3347 FIRST INTERNATIONAL INSURANCE	65.00						
1	458323	12/28/23 #1216 auto ins	65.00			1000 421000	323		101000
		Total for Vendor:	718.00						
115086		2499 FM CONVENTION & VISITORS BUREAU	31,995.87						
1	Nov 23	11/30/23 Lodging Tax 2%	21,330.57			2141 411500	533		101000
2	Nov 23	11/30/23 Lodging Tax 1%	10,665.30			2141 411500	653		101000
		Total for Vendor:	31,995.87						
115337		2046 FMAAR	365.00						
1	1027	11/01/23 Business Partner Dues	365.00			1000 414101	497		101000
		Total for Vendor:	365.00						
115033		104 FORUM COMMUNICATIONS	3,854.00						
1	00076848	07/31/23 West Fargo Focus	750.00			1000 414102	602		101000
2	00076849	07/31/23 Project 1346	225.99			4024 480000	668		101000
3	00076850	07/31/23 Notice of Public Hearing	58.32			1000 418000	668		101000
4	00076851	07/31/23 Notice of Public Hearing	42.12			1000 418000	668		101000
5	00076852	07/31/23 Project 2273	211.41			4015 480000	668		101000
6	00086184	08/31/23 West Fargo Focus	750.00			1000 414102	602		101000
7	00086186	08/31/23 Notice of Public Hearing	41.04			1000 418000	668		101000
8	00086187	08/31/23 Notice of Public Hearing	51.68			1000 414102	602		101000
9	00086188	08/31/23 Notice of Public Hearing	44.08			1000 418000	668		101000
10	00091586	09/30/23 Notice of Public Hearing	39.52			1000 418000	668		101000
11	00091587	09/30/23 Notice of Public Hearing	39.52			1000 418000	668		101000
12	00091588	09/30/23 West Fargo Focus	750.00			1000 414102	602		101000
13	00092755	10/31/23 Notice of Public Hearing	60.80			1000 418000	668		101000

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 14 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
14	00092756	10/31/23 Notice of Public Hearing	39.52			1000		418000	668		101000
15	00092757	10/31/23 West Fargo Focus	750.00			1000		414102	602		101000
115229		104 FORUM COMMUNICATIONS	1,160.24								
1	00099866	11/30/23 West Fargo Focus	750.00			1000		414102	602		101000
2	00099868	11/30/23 I94 Gateway to WF Dev Plan	227.84			1000		414102	602		101000
3	00099867	11/30/23 Notice of Public Hearing	36.48			1000		418000	668		101000
7	00000012	12/31/23 Notice of Public Hearing	57.76			1000		415000	668		101000
8	00000011	12/31/23 Notice of Public Hearing	48.64			1000		415000	668		101000
9	00000010	12/31/23 Notice of Public Hearing	39.52			1000		418000	668		101000
		Total for Vendor:	5,014.24								
114999		155 GALLS, LLC	1,073.28								
1	026525440	12/12/23 hicks armor vest	991.39			1000		421000	641		101000
2	026560044	12/15/23 new officer stewart	81.89			1000		421000	422		101000
115051		155 GALLS, LLC	803.87								
1	026600313	12/20/23 new officer equip	59.94			1000		421000	422		101000
2	026555821	12/15/23 new detective equip	54.99			1000		421000	422		101000
3	026575190	12/18/23 shirt for wuollet	25.99			1000		421000	422		101000
4	026575188	12/18/23 shirt for richardson	25.99			1000		421000	422		101000
5	026556132	12/15/23 shirt for balvik	25.99			1000		421000	422		101000
6	026575564	12/18/23 new officer equip	65.97			1000		421000	422		101000
7	026585773	12/19/23 new officer equip	300.00			1000		421000	422		101000
8	026555956	12/15/23 new officer equip	245.00			1000		421000	422		101000
115067		155 GALLS, LLC	69.33								
1	026625005	12/22/23 shirt for boyer	69.33			1000		421000	422		101000
115082		155 GALLS, LLC	3,416.16								
1	25458642	12/22/23 C McCann-Boot Return	-136.00			2060		415200	422		101000
2	025456551	08/23/23 Women's Polos	665.72			2060		415200	422		101000
3	026449609	12/05/23 R Qualley Jobshirt/Polos	277.58			2060		415200	422		101000
4	026449609	12/05/23 D Underhill Red Polo	81.84			2060		415200	422		101000
5	026449608	12/05/23 J Neeb Red Polo	81.84			2060		415200	422		101000
6	026449608	12/05/23 N Wavra Red Polo	83.04			2060		415200	422		101000
7	026449588	12/05/23 M Breiland Jobshirt	98.62			2060		415200	422		101000

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 15 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
8	026449587	12/05/23 M O'Bryant Red Polo	81.84			2060		415200	422		101000
9	026449587	12/05/23 M Dahlson Red Polo	81.84			2060		415200	422		101000
10	026449587	12/05/23 J Johnson Red Polo	81.84			2060		415200	422		101000
11	026449587	12/05/23 J Porter Red Polo	85.98			2060		415200	422		101000
12	026449587	12/05/23 J Johnson 3 Navy Polos	246.45			2060		415200	422		101000
13	026449585	12/05/23 C Hodgson 2 Navy Polos	163.68			2060		415200	422		101000
14	026449585	12/05/23 R Dirk 4 Navy Polos	347.67			2060		415200	422		101000
15	026443761	12/04/23 D Menge Hi Viz Jacket	280.36			2060		415200	422		101000
16	026427689	12/02/23 C McCann Boots	141.00			2060		415200	422		101000
17	026511270	12/11/23 M Dahlson Hi Viz Jacket	280.45			2060		415200	422		101000
18	026511270	12/11/23 Stock Hi Viz Jacket	280.45			2060		415200	422		101000
19	026463373	12/06/23 J Carriveau boots	191.96			2060		415200	422		101000
115092		155 GALLS, LLC	290.40								
1	026635318	12/27/23 new officer safety vest	290.40			1000		421000	422		101000
115315		155 GALLS, LLC	174.51								
1	026685066	11/09/23 pullover for denis	174.51			1000		421000	422		101000
		Total for Vendor:	5,827.55								
115065		93 GATEWAY CHEVROLET	37,298.00								
1	12/20/23	#1216 USPTFO	37,298.00			2531		421000	610		101000
115143		93 GATEWAY CHEVROLET	578.34								
1	1261041	12/07/23 5004 RADIO/CORE	515.00			1000		455000	427		101000
2	1261468	12/14/23 5004 F MODULE	578.34			1000		455000	427		101000
3	CM1261041	12/18/23 5004 RADIO/CORE RET	-515.00			1000		455000	427		101000
		Total for Vendor:	37,876.34								
115076		5235 GEARGRID CORPORATION	13,882.00								
1	0023485	09/29/23 FD NEW HQ-GEAR RACKS	13,882.00			4795		480000	670		101000
		Total for Vendor:	13,882.00								
115196		156 GENERAL EQUIP & SUPPLIES	518.24								
1	S0267629	12/26/23 TOOTH/ASSY	518.24			6020		450000	432		101000
		Total for Vendor:	518.24								

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 16 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
115214		2558 GOODYEAR COMMERCIAL TIRE	359.13								
1	1301090404	12/14/23 TIRE REPAIR	359.13			6010		450200	427		101000
		Total for Vendor:	359.13								
115281		4450 GRAFSTROM CONSTRUCTION	13,622.53								
1	Pay App 18	11/30/23 WF Fire Dept Project	13,622.53			4795		480000	670		101000
		Total for Vendor:	13,622.53								
115141		556 GRAINGER, INC.	263.52								
1	9935598848	12/14/23 DUCT/PIPE	263.52			6025		450000	826		101000
115316		556 GRAINGER, INC.	36.99								
	new address:	1201 10th Ave E, West Fargo ND 58078									
1	9948433058	01/02/24 Work Magnet	36.99			2060		415200	432		101000
		Total for Vendor:	300.51								
115175		2877 GREATAMERICA FINANCIAL SERVICES	443.23								
1	3554330	12/20/23 SERVICE AGREEMENTS/CONTRACTS	443.23			7000		411600	428		101000
		Total for Vendor:	443.23								
115122		1963 GREATER FARGO MOORHEAD EDC	2,267.08								
1	2023-1012	12/18/23 2023 Licenses	2,267.08			2960		411900	416		101000
		Total for Vendor:	2,267.08								
115083		5236 GROUP CREATIVE SERVICES	1,000.00								
1	12/26/23	Downtown Placemaking Plan	1,000.00			1000		418000	418		101000
		Total for Vendor:	1,000.00								
114998		2713 HAMPTON INN & SUITES	192.60								
1	327/nqru	12/19/23 lodging haskell	192.60			1000		421000	340		101000
		Total for Vendor:	192.60								
115276		769 HARBOR FREIGHT TOOLS	112.97								
1	01422735	01/02/24 7002 TOOLS	112.97			6025		450000	432		101000
		Total for Vendor:	112.97								

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 17 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
115119		135 HAWKINS WTR TREATMENT	12,484.98						
1	6645428	12/12/23 AQUAHAWK	7,470.73			6025 450000	423		101000
2	6649560	12/18/23 AQUAHAWK	5,014.25			6025 450000	423		101000
		Total for Vendor:	12,484.98						
115012		5096 HDR ENGINEERING INC.	5,567.50						
1	1200578046	12/15/23 Project 9040	5,567.50			4507 480000	313		101000
		Total for Vendor:	5,567.50						
115095		3593 HOLIDAY COMPANIES	10.00						
1	12/31/23	dec 2023 car wash	10.00			1000 421000	420		101000
		Total for Vendor:	10.00						
115235		3285 HOUSTON ENGINEERING INC.	7,330.75						
1	68828	12/29/23 NDDEQ AIR PERMIT FORM	7,330.75			6010 450200	307		101000
		Total for Vendor:	7,330.75						
115146		2916 HUBER ELECTRIC MOTOR & PUMP	302.00						
1	54421	11/27/23 BALDOR MOTOR REBUILD	387.00			1000 455000	420		101000
2	49178	02/07/20 ACCT CREDIT	-85.00			1000 455000	420		101000
		Total for Vendor:	302.00						
115009		687 INFORMATION TECHNOLOGY DEPT	1,429.45						
1	1120238493	11/30/23 Nov WAN/Fiber/VPN	655.00			1000 414104	497		101000
2	1120238493	11/30/23 Nov Misc	774.45			1000 414104	497		101000
		Total for Vendor:	1,429.45						
115041		4592 INGRAM LIBRARY SERVICES	340.44						
1	79372116	12/13/23 BOOKS	22.46			7000 411600	662		101000
2	79372117	12/13/23 BOOKS	248.14			7000 411600	662		101000
3	79394267	12/14/23 BOOKS	36.86			7000 411600	662		101000
4	79394268	12/14/23 BOOKS	13.41			7000 411600	662		101000
5	79394269	12/14/23 BOOKS	11.61			7000 411600	662		101000
6	79479740	12/19/23 BOOKS	25.74			7000 411600	662		101000
7	79479741	12/19/23 BOOKS	16.93			7000 411600	662		101000
8	79493892	12/19/23 BOOKS (CREDIT)	-34.71			7000 411600	662		101000

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 18 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
115176		4592 INGRAM LIBRARY SERVICES	105.10								
1	79533969	12/21/23 BOOKS	37.25			7000		411600	662		101000
2	79533970	12/21/23 BOOKS	23.05			7000		411600	662		101000
3	79545382	12/21/23 BOOKS	33.69			7000		411600	662		101000
4	79545383	12/21/23 BOOKS	11.11			7000		411600	662		101000
		Total for Vendor:	445.54								
115219		2500 INLAND TRUCK PARTS & SERVICE	14.82								
1	1517873	12/20/23 7042/7043 3 LINE SLEEVE	14.82			6025		450000	427		101000
		Total for Vendor:	14.82								
115029		999999 INNOVATIVE BASEMENT AUTHORITY	118.69								
		Building Permit Refund									
1		12/20/23 Refund Permit #231215	118.69			1000		322300			101000
		Total for Vendor:	118.69								
115144		233 J & L SPORTS	1,254.11								
		**Credit is for an invoice that was double paid, and we never received a refund check from them. See email string attached.									
1	32123	12/18/23 E WILM UNIFORM SHIRTS	283.50			1000		455000	422		101000
2	32124	12/18/23 T FRAEDRICH SHIRTS	135.00			6010		450200	422		101000
3	32124	12/18/23 PW SHIRTS	170.61			1000		450000	422		101000
4	32124	12/18/23 RW JACKETS - EMBROIDERY	56.00			1000		430001	422		101000
5	32125	12/18/23 JACKET STOCK - ST	163.50			1000		430000	422		101000
6	32125	12/18/23 JACKET STOCK - RW	163.50			1000		430001	422		101000
7	32125	12/18/23 JACKET STOCK - SA	163.50			6010		450200	422		101000
8	32125	12/18/23 JACKET STOCK - WA	163.50			6020		450000	422		101000
9		09/01/23 CREDIT FOR OVERPYMT	-45.00			1000		214100			101000
		Total for Vendor:	1,254.11								
115131		1765 J.J. KELLER & ASSOC, INC	25.00								
1	9108596287	12/01/23 CDL TRAINING SOFTWARE	25.00			1000		450000	497		101000
		Total for Vendor:	25.00								

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 19 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
115317 1		5244 JASON AMBLE CDL PERMIT/TEST REIMBURSEMENT	40.00 40.00			6010		450200	386		101000
		Total for Vendor:	40.00								
115152 1		5137 JODI ROLLE 12/29/23 Mileage 10/23/23-12/29/23	72.71 72.71			1000		414100	340		101000
		Total for Vendor:	72.71								
115233 1		344 KARL'S AT THE NODAK CENTER 343139496 12/13/23 J MILLER BOOTS	219.99 219.99			1000		430000	422		101000
		Total for Vendor:	219.99								
115064 1		4886 KERRI STREYLE 12/22/23 Child Care Grant	1,556.51 1,556.51			2960		411900	416		101000
		Total for Vendor:	1,556.51								
115125 1		693 KPH, INC Pay App 13 12/11/23 Project 1316	204,842.60 204,842.60			4065		480000	670		101000
115298 1		693 KPH, INC Pay App 16 11/30/23 WF Fire Dept Project	18,000.00 18,000.00			4795		480000	670		101000
		Total for Vendor:	222,842.60								
115155 1		4543 KRAUS-ANDERSON CONSTRUCTION 61859 12/08/23 Fire Headquarters	161,064.26 161,064.26			4795		480000	670		101000
		Total for Vendor:	161,064.26								
115226 1		2085 LANGUAGE LINE SERVICES 11191537 12/31/23 dec 2023 interpreter service	44.85 44.85			1000		421000	304		101000
		Total for Vendor:	44.85								
114989 1		260 LARS BODY SHOP 5877 12/13/23 #1215 repairs	2,673.92 2,673.92			1000		421000	322		101000
		Total for Vendor:	2,673.92								

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 20 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
115010		4767 LENOVO (UNITED STATES) INC.	660.20								
1	6466541437	12/16/23 New Computer - Court	660.20			1000		412000	497		101000
115069		4767 LENOVO (UNITED STATES) INC.	2,500.70								
1	6466610728	12/22/23 New Laptop - Dustin	1,250.35			1000		414000	497		101000
2	6466610728	12/22/23 New Laptop - Bernie	1,250.35			1000		415000	497		101000
115077		4767 LENOVO (UNITED STATES) INC.	286.00								
1	6466565635	12/19/23 D Underhill/2 monitors	286.00			2060		415200	497		101000
115163		4767 LENOVO (UNITED STATES) INC.	322.00								
1	6466683020	01/03/24 New Monitors - T Genty	322.00			1000		414000	497		101000
115190		4767 LENOVO (UNITED STATES) INC.	820.78								
1	6466529283	12/15/23 C MOSS LAPTOP	820.78			6010		450200	497		101000
115302		4767 LENOVO (UNITED STATES) INC.	1,129.78								
1	6466687774	01/04/24 S TIFFANY LAPTOP	807.78			1000		455000	497		101000
2	6466694886	01/04/24 S TIFFANY MONITORS	322.00			1000		455000	497		101000
		Total for Vendor:	5,719.46								
115245		4264 LEVI DUDDEN	35.00								
1		WATER TESTING REIMBRUSEMENT	35.00			1000		430000	340		101000
		Total for Vendor:	35.00								
115055		2466 LEXIPOL	747.00								
1	1230932	12/19/23 echelon leadership training	747.00			1000		421000	340		101000
		Total for Vendor:	747.00								
115061		1741 LIBERTY BUSINESS SYSTEMS, INC	156.05								
1	35578459	12/25/23 dec 2023 assessing copier	156.05			1000		415000	428		101000
115225		1741 LIBERTY BUSINESS SYSTEMS, INC	861.91								
1	35578460	12/25/23 dec 2023 assessing	13.91			1000		415000	428		101000
2	35578460	12/25/23 dec 2023 ch	248.43			1000		415000	428		101000
3	35578460	12/25/23 dec 2023 pw	236.87			6020		415000	428		101000

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 21 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
4	35578460	12/25/23 dec 2023 pd	362.70			1000 421000	428		101000
		Total for Vendor:	1,017.96						
115177		3109 LIBRARY IDEAS, INC	77.31						
1	105335	12/19/23 AUDIOBOOKS	43.96			7000 411600	664		101000
2	104061	- 2 11/28/23 AUDIOBOOKS - CUSTOM PROCES	33.35			7000 411600	664		101000
		Total for Vendor:	77.31						
115250		3066 LITTLE FALLS MACHINE INC	218.64						
1	369881	12/12/23 WING CLEVIS - RENTAL GRADERS	218.64			1000 430000	381		101000
		Total for Vendor:	218.64						
115078		3418 LOFFLER	77.48						
1	4565499	12/26/23 FD Overage Charge-Dec	77.48			2060 415200	428		101000
		Total for Vendor:	77.48						
115034		3491 LOFFLER COMPANIES INC	179.96						
1	35484383	12/11/23 Finance Printer	179.96			1000 414100	428		101000
		Total for Vendor:	179.96						
115257		711 LUTHER FAMILY FORD	226.42						
1	372087	12/27/23 1193 COIL	92.17			1000 421000	427		101000
2	372172	12/28/23 1193 INJECTOR	134.25			1000 421000	427		101000
115259		711 LUTHER FAMILY FORD	9,160.24						
1	FOCS602120	11/25/23 C-3 Transmission replaceme	9,160.24			2060 415200	420		101000
		Total for Vendor:	9,386.66						
115073		1609 M.J. DAL SIN CO OF ND INC	9,804.00						
1	16127	09/28/23 South Station Rood Repair/snow	9,804.00			2060 415200	494		101000
		Total for Vendor:	9,804.00						
115107		3304 MAC'S - FARGO	427.01						
1	H16157	12/20/23 ANTIFREEZE/SHOP TOWELS/TOOLS	427.01			6020 450000	432		101000

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 22 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
115128		3304 MAC'S - FARGO	21.92						
1	H15877	12/19/23 PRESSURE SPRAYER	10.99			6025 450000	432		101000
2	H15898	12/19/23 HARDWARE	10.93			1000 455000	433		101000
115136		3304 MAC'S - FARGO	154.65						
1	H08557	11/27/23 SLD PP PLG BRS	22.76			1000 455000	432		101000
2	H08926	11/28/23 SHOP TOWELS/HARDWARE	131.89			1000 430000	487		101000
		Total for Vendor:	603.58						
115080		3536 MACQUEEN EMERGENCY	3,600.03						
1	p23208	12/14/23 Compressor Setup Kit/D Sapp	3,400.00			2060 415200	340		101000
2	p10247	12/18/23 E-75 gauges	200.03			2060 415200	420		101000
		Total for Vendor:	3,600.03						
114980	110394S	3542 MAINSTAY FUNDS	860.00						
1		12/31/23 Mainstay Dec 2023	860.00			1000 212529			101000
		Total for Vendor:	860.00						
115296		68 MANNING MECHANICAL	62,243.78						
1	Pay App 18	11/30/23 WF Fire Dept Project	62,243.78			4795 480000	670		101000
		Total for Vendor:	62,243.78						
115037		5228 MARETTA'S DAYCARE LLC	6,275.00						
1		12/21/23 Child Care Grant	6,275.00			2960 411900	416		101000
		Total for Vendor:	6,275.00						
114981	110398S	3630 MATRIX TRUST COMPANY	5,331.00						
1		12/31/23 Deferred Comp Pre-Tax Dec 23	4,109.00			1000 212547			101000
2		12/31/23 Deferred Comp Post-Tax Dec 23	1,222.00			1000 212548			101000
		Total for Vendor:	5,331.00						
115081		299 MENARDS (FIRE)	579.77						
1	19881	12/14/23 Station supplies	23.54			2060 415200	500		101000
2	19972	12/15/23 Training supplies/doors	277.98			2060 415200	340		101000
3	20393	12/21/23 CRR 2 Fire Blankets	19.98			2060 415200	500		101000
4	20245	12/19/23 Misc. Station Supplies	78.65			2060 415200	500		101000

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 23 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
5	20754	12/27/23 Training supplies/wood	179.62			2060 415200	500		101000
115318		299 MENARDS (FIRE)	35.77						
1	20866	12/29/23 Building Supplies	35.77			2060 415200	500		101000
		Total for Vendor:	615.54						
115052		5206 MENARDS (POLICE)	62.52						
1	20234	12/19/23 PD acct 44818; coffee pot inst	62.52			1000 421000	641		101000
		Total for Vendor:	62.52						
115098		4622 MENARDS (PUBLIC WORKS)	1,084.73						
1	20171	12/18/23 TOOLS	45.58			1000 455000	420		101000
2	20150	12/18/23 SILICONE	22.98			6020 450000	420		101000
3	20363	12/20/23 ALL WEATHER CORD	23.89			1000 455000	500		101000
4	18554	11/27/23 HARDWARE	9.83			1000 455000	420		101000
5	19893	12/14/23 THERMOSTAT - RETURN	71.88			6010 450200	433		101000
6	20491	12/22/23 SURGE PROTECTORS	81.97			6020 450000	410		101000
7	19895	12/14/23 LANDFILL OFC	71.88			6010 450200	433		101000
8	19471	12/08/23 BARRICADE FENCE	35.79			6025 450000	432		101000
9	19396	12/07/23 LANDFILL OFC	597.60			6010 450200	433		101000
10	20469	12/22/23 CUTTING BLADES	42.94			6020 450000	432		101000
11	19706	12/12/23 NEW OFFICE	74.66			6020 450000	420		101000
12	19963	12/15/23 CARPET PAD RETURN	-19.98			6025 450000	432		101000
13	19817	12/13/23 STORAGE HANGER	2.99			6025 450000	826		101000
14	19789	12/13/23 UTILITY HANGER/PINS	22.72			6020 450000	420		101000
115108		4622 MENARDS (PUBLIC WORKS)	17.98						
1	19650	12/11/23 HARDWARE	17.98			6020 450000	432		101000
115123		4622 MENARDS (PUBLIC WORKS)	216.17						
1	20175	12/18/23 BROOM/WASHER	122.92			6025 450000	433		101000
2	19811	12/13/23 RACHET	19.97			6025 450000	432		101000
3	20472	12/22/23 EXTENSION CORD	73.28			4387 480000	500		101000

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 24 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
115129		4622 MENARDS (PUBLIC WORKS)	33.98						
1	20340	12/20/23 HARDWARE	33.98			1000 455000	420		101000
115132		4622 MENARDS (PUBLIC WORKS)	65.94						
1	20406	12/21/23 SALT SHED SELF STICK BASE	65.94			4796 480000	670		101000
115183		4622 MENARDS (PUBLIC WORKS)	48.28						
1	20798	12/28/23 MAILBOX REPAIR	48.28			1000 430000	444		101000
115271		4622 MENARDS (PUBLIC WORKS)	96.01						
1	21136	01/03/24 1H LAV CH/ANGLE VALVE	96.01			1000 455000	420		101000
115278		4622 MENARDS (PUBLIC WORKS)	108.42						
1	21074	01/02/24 BRACKETS/HOOKS	108.42			1000 430000	433		101000
115326		4622 MENARDS (PUBLIC WORKS)	35.58						
1	21212	01/04/24 CUTTER/PLATE	35.58			1000 455000	420		101000
		Total for Vendor:	1,707.09						
115277		5242 MICHAEL OBACH	156.55						
	2023 Clothing Allowance								
1	3987047	01/02/23 2023 M Obach-boots, socks	156.55			2060 415200	422		101000
		Total for Vendor:	156.55						
115261		5052 MIDCO BUSINESS	46.02						
1	3725717011	12/27/23 DECEMBER SVC. TELEPHONE FD	46.02			2060 415200	356		101000
		Total for Vendor:	46.02						
115079		2766 MIDCONTINENT COMMUNICATIONS	1,337.90						
	**Missing Oct and Nov invoices, so this is for 3 months of service								
1	13768	10/23/23 191305202 - 3050 Sheyenne	439.30			2310 452120	497		101000
2	13768	11/23/23 191305202 - 3050 Sheyenne	449.30			2310 452120	497		101000
3	13768	12/23/23 191305202 - 3050 Sheyenne	449.30			2310 452120	497		101000

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 25 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
115301		2766 MIDCONTINENT COMMUNICATIONS	84.06								
1	20113781	01/01/24 PW INTERNET	84.06			1000		450000	497		101000
		Total for Vendor:	1,421.96								
115058		102 MIDSTATES WIRELESS	488.94								
1	2050164961	12/21/23 port radio case	488.94			1000		421000	422		101000
115097		102 MIDSTATES WIRELESS	1,803.00								
1	2060025901	12/29/23 #1215 install #151 removal	1,803.00			1000		421000	610		101000
		Total for Vendor:	2,291.94								
115042		1854 MIDWEST TAPE	1,279.66								
1	504807205	12/19/23 AUDIOBOOK	164.96			7000		411600	664		101000
2	504807204	12/19/23 DVD	23.97			7000		411600	664		101000
3	504807209	12/19/23 DVD	23.97			7000		411600	664		101000
4	504807207	12/19/23 DVD	173.88			7000		411600	664		101000
5	504807208	12/19/23 DVD	401.54			7000		411600	664		101000
6	504807230	12/19/23 DVD	70.41			7000		411600	664		101000
7	504807231	12/19/23 DVD	420.93			7000		411600	664		101000
115178		1854 MIDWEST TAPE	2,077.19								
1	504858913	12/31/23 E RESOURCES	1,999.76			7000		411600	650		101000
2	504832681	12/26/23 AUDIOBOOK	29.49			7000		411600	664		101000
3	504832683	12/26/23 DVD	20.22			7000		411600	664		101000
4	504832684	12/26/23 DVD	27.72			7000		411600	664		101000
115180		1854 MIDWEST TAPE	334.50								
1	504866342	01/02/24 DVD	201.80			7000		411600	664		101000
2	504866343	01/02/24 DVD	27.72			7000		411600	664		101000
3	504866344	01/02/24 AUDIOBOOK	104.98			7000		411600	664		101000
		Total for Vendor:	3,691.35								
115230		4751 MILITARY PLAQUES	640.95								
1	inv-002921	11/17/23 shield plaque/plates	640.95			1000		421000	422		101000
		Total for Vendor:	640.95								

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 26 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
114992		772 MINNKOTA	56.64								
1	448446	11/30/23 nov 2023 recycling	56.64			1000		421000	420		101000
		Total for Vendor:	56.64								
115284		4756 MINNKOTA ARCHITECTURAL PRODUCTS	10,575.00								
1	Pay App 5	11/30/23 WF Fire Dept Project	10,575.00			4795		480000	670		101000
		Total for Vendor:	10,575.00								
115084		4618 MONSIDO INC	6,401.00								
1	274327	10/23/23 Web & Accessibility	6,401.00			1000		416200	497		101000
		Total for Vendor:	6,401.00								
115310		305 MOORE ENGINEERING INC	233,796.98								
1	36524	12/28/23 Project 9034	6,375.10			2970		480000	313		101000
2	36527	12/28/23 Project 6057	1,745.19			4432		480000	313		101000
3	36522	12/28/23 Imp Dist 3006	1,132.50			4003		480000	313		101000
4	36579	12/28/23 Imp Dist 3004	31,980.10			4068		480000	313		101000
5	36593	12/29/23 Imp Dist 2281	5,152.00			4804		480000	313		101000
6	36581	12/29/23 Imp Dist 2280	11,516.25			4803		480000	313		101000
7	36589	12/29/23 Imp Dist 2271	5,791.16			4005		480000	313		101000
8	36580	12/29/23 Imp Dist 2276	19,692.30			4017		480000	313		101000
9	36594	12/29/23 Imp Dist 2261	6,795.00			4442		480000	313		101000
10	36592	12/29/23 Project 1349	5,532.50			4445		480000	313		101000
11	36521	12/28/23 Imp Dist 1348	12,838.80			4444		480000	313		101000
12	36587	12/29/23 Imp Dist 1345	45,122.50			4009		480000	313		101000
13	36520	12/28/23 Project 1346	1,957.50			4024		480000	313		101000
14	36530	12/28/23 Project 1343	8,745.89			4004		480000	313		101000
15	36586	12/29/23 Imp Dist 1339	515.00			4088		480000	313		101000
16	36528	12/28/23 Imp Dist 1337	1,540.00			4086		480000	313		101000
17	36582	12/29/23 Imp Dist 1337	5,025.26			4086		480000	313		101000
18	36517	12/28/23 Imp Dist 1337	5,022.50			4086		480000	313		101000
19	36525	12/28/23 Project 1316.2	45,091.18			4065		480000	313		101000
20	36515	12/28/23 Standard ADA Plates	12,226.25			1000		414200	313		101000
		Total for Vendor:	233,796.98								

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 27 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
115294		4977 MORRIS PAINTING	72,000.00						
1	Pay App 7	11/30/23 WF Fire Dept Project	72,000.00			4795 480000	670		101000
		Total for Vendor:	72,000.00						
115140		1014 MOTION INDUSTRIES, INC	515.44						
1	00505406	12/17/23 4021 BEARING	300.56			6010 450200	427		101000
2	00505553	12/18/23 4021 BEARING	214.88			6010 450200	427		101000
		Total for Vendor:	515.44						
114995		688 MOTOROLA SOLUTIONS, INC	147,986.49						
1	1187113271	12/14/23 body worn cameras	95,866.49			1000 421000	641		101000
2	1187113271	12/14/23 body worn cameras tech	48,120.00			1000 421000	497		101000
3	1187113271	12/14/23 body worn cameras training	4,000.00			1000 421000	340		101000
115231		688 MOTOROLA SOLUTIONS, INC	5,025.00						
1	1187111823	11/06/23 jacket magets	5,280.00			1000 421000	641		101000
2	1187112281	08/02/23 jacket magets	1,185.00			1000 421000	641		101000
3	08/02/23	credit returned magets	-1,440.00			1000 421000	641		101000
		Total for Vendor:	153,011.49						
115027	-99347E	4663 MUTUAL OF OMAHA	1,965.29						
1	12/31/23	December Contributions	1,965.29			1000 212515			101000
		Total for Vendor:	1,965.29						
115127		298 MVTL LABORATORIES	381.70						
1	1232625	12/21/23 WATER TESTING	381.70			6025 450000	335		101000
115193		298 MVTL LABORATORIES	326.70						
1	1229109	11/29/23 WATER TESTING	326.70			6025 450000	335		101000
		Total for Vendor:	708.40						
115295		2882 NARDINI FIRE EQUIPMENT	1,294.75						
	We have moved. new billing and shipping: 1021 10th Ave E, WF ND								
1	270309	12/19/23 445 S Station Annual Insp	865.75			2060 415200	307		101000
2	271433	12/29/23 445 S Station Annual Svcs.	429.00			2060 415200	307		101000
		Total for Vendor:	1,294.75						

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 28 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
115133		1031 NASETH CONSTRUCTION	49,213.83						
1	3824 12/20/23	CAMELOT BUILDING REPAIR	49,213.83			1000 455000	322		101000
		Total for Vendor:	49,213.83						
115024	-99350E	3546 NATIONWIDE INVESTMENT ADVISORS	11,527.32						
1	12/31/23	Dec Post-Tax Contributions	2,980.00			1000 212551			101000
2	12/31/23	Dec Pre-Tax Contributions	8,547.32			1000 212550			101000
		Total for Vendor:	11,527.32						
115088	110502S	4482 ND CHILD SUPPORT DIVISION	294.00						
	12/29/23 payroll								
1	12/29/23	ND Child Support	294.00			1000 212549			101000
115159	-99344E	4482 ND CHILD SUPPORT DIVISION	2,950.05						
	12/15/23 payroll								
1	12/15/23	ND Child Support	2,950.05			1000 212549			101000
115160	-99341E	4482 ND CHILD SUPPORT DIVISION	2,406.54						
	12/31/23 payroll								
1	12/31/23	ND Child Support	2,406.54			1000 212549			101000
		Total for Vendor:	5,650.59						
115191		3428 ND DEPARTMENT OF ENVIRONMENTAL	667.32						
1	078400 11/30/23	WATER TESTING	667.32			6020 450000	335		101000
		Total for Vendor:	667.32						
115200		3684 ND DEPARTMENT OF ENVIRONMENTAL	425.00						
1	12/18/23	T MILNER 2024 OPERATOR TRAININ	50.00			6010 450200	340		101000
2	12/18/23	M DIMMER 2024 OPERATOR TRAININ	75.00			6010 450200	340		101000
3	12/18/23	J KLUEBER 2024 OPERATOR TRAINI	75.00			6010 450200	340		101000
4	12/18/23	D ROLIE 2024 OPERATOR TRAINING	75.00			6010 450200	340		101000
5	12/18/23	A PETERSON 2024 OPERATOR TRAIN	75.00			6010 450200	340		101000
6	12/18/23	L JACOBSON 2024 OPERATOR TRAIN	75.00			6010 450200	340		101000
		Total for Vendor:	425.00						

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 29 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
115307		3428 ND DEPARTMENT OF ENVIRONMENTAL	200.00						
1	J HAHN WATER01 TESTING		50.00			6025 450000	340		101000
2	J HAHN WW01 TESTING		50.00			6025 450000	340		101000
3	S SKARTVED WATER01 TESTING		50.00			6025 450000	340		101000
4	S SKARTVED WW01 TESTING		50.00			6025 450000	340		101000
		Total for Vendor:	200.00						
114982	110414S	3541 ND FRATERNAL ORDER OF POLICE	1,917.00						
1	12/31/23 FOP Legal for Dec 2023		1,917.00			1000 212527			101000
		Total for Vendor:	1,917.00						
115068		333 ND MOTOR VEHICLE DEPT.	23.00						
1	12/27/23 #1211 title, reg and tabs		11.50			1000 421000	667		101000
2	12/27/23 #1212 title, reg and tabs		11.50			1000 421000	667		101000
		Total for Vendor:	23.00						
115021	-99353E	363 ND PERS	230,526.88						
1	11/30/23 Nov Payroll - Contributions		230,526.88			1000 212532			101000
		Total for Vendor:	230,526.88						
115332		334 ND STATE RADIO COMM.	2,400.00						
1	260124 12/31/23 4th quarter LETS		2,400.00			1000 421000	415		101000
		Total for Vendor:	2,400.00						
115091		571 ND WORKFORCE SAFETY & INSURANCE	350.23						
1	ZK7PERIEBC 12/15/23 Fire - A Wagemann		350.23			2060 415200	240		101000
115101		571 ND WORKFORCE SAFETY & INSURANCE	250.00						
1	GBJD6EQJT9 12/11/23 wsi pd volunteers		250.00			1000 421000	240		101000
		Total for Vendor:	600.23						
115044		756 NELCO FIRST AID	27.60						
1	113136 12/11/23 FIRST AID SUPPLIES		27.60			7000 411600	672		101000
		Total for Vendor:	27.60						

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 30 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
115285		364 NELSON INTERNATIONAL	87.12						
1	X102214069	01/02/24 3005 WIPER ARM/MIRROR SWIT	87.12			1000 430000	427		101000
		Total for Vendor:	87.12						
115262		271 NETCENTER TECHNOLOGIES	146,118.54						
	FIRE NEW HQ								
1	193605	12/07/23 FS TECHNOLOGY 2ND 1/2 OF QUOTE	146,118.54			4795 480000	670		101000
115336		271 NETCENTER TECHNOLOGIES	7,103.00						
1	193578	12/13/23 2023 Trisys annual maintenance	7,103.00			1000 421000	497		101000
		Total for Vendor:	153,221.54						
115070		2261 NETWORK CENTER INCORPORATED	4,783.75						
1	INV207466	12/27/23 Networking issues	4,783.75			1000 414104	497		101000
115148		2261 NETWORK CENTER INCORPORATED	6,307.00						
	Office 365 G1 - 143 licenses								
	Office 365 G3 - 221 licenses								
	MS Teams Rooms Pro - 2 licenses								
1	INV207798	01/02/24 Microsoft 365 Subscriptions	6,307.00			1000 414104	497		101000
		Total for Vendor:	11,090.75						
114987	110421S	3543 NEW YORK LIFE INSURANCE &	6,309.00						
1	12/31/23	Deferred Comp EE Dec 2023	6,309.00			1000 212531			101000
		Total for Vendor:	6,309.00						
115113		3301 NEWMAN	88.70						
1	051451	12/19/23 SIGNS	88.70			1000 430000	487		101000
		Total for Vendor:	88.70						
115019		5219 NOBLE HARE LLC	5,548.96						
1	12/20/23	Enterprise Grant	5,548.96			2960 411900	654		101000
		Total for Vendor:	5,548.96						

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 31 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
115222		5240 NORTHERN ENGINE & SUPPLY	24.96						
1	252249	12/21/23 FITINGS	24.96			6020 450000	427		101000
		Total for Vendor:	24.96						
115189		3111 NORTHERN SALT INCORPORATED	61,002.90						
1	30310	12/29/23 DEICING SALT	33,587.82			1000 430000	377		101000
2	30138	12/01/23 DEICING SALT	20,774.52			1000 430000	377		101000
3	30139	12/04/23 DEICING SALT	6,640.56			1000 430000	377		101000
115303		3111 NORTHERN SALT INCORPORATED	6,895.86						
1	30315	01/02/24 DEICING SALT	6,895.86			1000 430000	377		101000
		Total for Vendor:	67,898.76						
115216		1028 NORTHERN TRUCK EQUIPMENT CORP.	112.80						
1	FG22245	12/01/23 BLADE GUIDE	112.80			6020 450000	427		101000
		Total for Vendor:	112.80						
115138		1715 NORTHWEST TIRE INC	38.82						
1	26044407	12/19/23 409 TIRE PATCH	19.41			6010 450200	427		101000
2	26044389	12/19/23 3022 TIRE PATCH	19.41			1000 430000	427		101000
115220		1715 NORTHWEST TIRE INC	19.41						
1	26044533	12/27/23 7002 TIRE REPAIR	19.41			6025 450000	427		101000
115280		1715 NORTHWEST TIRE INC	1,649.49						
1	26044697	01/03/24 3022 TIRE INSTALL	815.04			1000 430000	427		101000
2	26044705	01/04/24 2001 TIRE PATCH	19.41			6020 450000	427		101000
3	26044733	01/04/24 5300 TIRE INSTALL	815.04			1000 430001	427		101000
		Total for Vendor:	1,707.72						
115264		322 NOVA FIRE PROTECTION	180.00						
	445 29TH AVE W-STATION 75								
1	593126-108	12/18/23 01/01/24-12/30/2024 ANNUAL	180.00			2060 415200	307		101000
		Total for Vendor:	180.00						

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 32 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
115321		1774 O'REILLY AUTOMOTIVE STORES, INC	17.98						
1	284158 12/15/23	64 oz WashWax	17.98			2060 415200	500		101000
		Total for Vendor:	17.98						
115209		4744 O'REILLY AUTOMOTIVE STORES, INC	496.00						
1	1932284924 12/18/23	1176 PURGE VALVE	19.32			1000 421000	427		101000
2	1932285252 12/19/23	7026 ABS SENSOR	71.62			6025 450000	427		101000
3	1932285425 12/20/23	5004 BATTERY	170.17			1000 455000	427		101000
4	1932285442 12/20/23	5004 FILTER	17.15			1000 455000	427		101000
5	1932285521 12/20/23	1197 BATTERY	230.49			1000 421000	427		101000
6	1932228943 07/03/23	1189 SWAY LINK KT	43.29			1000 421000	427		101000
9900	1932279871 12/01/23	ABS SENSOR RETURN	-56.04			1000 421000	427		101000
CI	14								
115258		4744 O'REILLY AUTOMOTIVE STORES, INC	57.74						
1	1932283041 12/12/23	1189 HEATER CORE	57.74			1000 421000	427		101000
115282		4744 O'REILLY AUTOMOTIVE STORES, INC	125.13						
1	1932288916 01/03/24	8016 WIPER BLADES	8.82			1000 415000	427		101000
2	1932288917 01/03/24	8019 WIPER BLADES	66.48			1000 415000	427		101000
3	1932288675 01/02/24	1187 CAPSULE	19.85			1000 421000	427		101000
4	1932288949 01/03/24	STOCK BATTERIES	29.98			1000 455000	433		101000
		Total for Vendor:	678.87						
115002	110497S	353 OHNSTAD TWICHELL	53,478.84						
		November invoices							
1	192732 11/21/23	Sandhills 6th Addition	43.00			1000 418000	312		101000
2	192733 11/21/23	WF Schools/City P3 Project	1,680.00			2960 411900	312		101000
3	192734 11/21/23	Project 2268	238.00			4092 480000	312		101000
4	192735 11/21/23	Project 2261	43.00			4442 480000	312		101000
5	192736 11/21/23	Open Records Requests	870.50			1000 415000	312		101000
6	192737 10/31/23	Municipal Prosecutions	26,788.96			1000 412000	312		101000
10	192738 11/21/23	Liquor License Applications	480.00			1000 415000	312		101000
11	192739 11/21/23	Misc Real Estate Matters	2,037.00			1000 415000	312		101000
12	192740 11/21/23	General	7,748.50			1000 415000	312		101000
13	192741 11/21/23	Personnel Issues	880.00			1000 414103	312		101000

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 33 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
14	192742	11/21/23 Sandhills Redevelopment	8,205.00			2960 411900	312		101000
15	192743	11/21/23 Imp Dist 1345	123.00			4009 480000	312		101000
19	192744	11/21/23 Sandhills 7th Addition	280.00			1000 418000	312		101000
22	192745	11/21/23 Sign Ordinance - Wall Graphics	147.24			1000 415000	312		101000
23	192746	11/21/23 Imp Dist 9036	80.00			4023 480000	312		101000
24	192747	11/21/23 North Pond at Preserve 7th Add	249.00			1000 418000	312		101000
25	192748	11/21/23 Imp Dist 2276	1,152.52			4017 480000	312		101000
26	192749	11/21/23 Imp Dist 2280	981.12			4803 480000	312		101000
27	192750	11/21/23 Wehri Residence Subdivision	264.50			1000 418000	312		101000
28	192751	11/21/23 Oak Ridge 19th Add	123.00			1000 418000	312		101000
29	192752	11/21/23 Discrimination Charge	400.00			1000 414103	312		101000
30	192753	11/21/23 Steffes 10th Addition	664.50			1000 418000	312		101000
Total for Vendor:			53,478.84						
115252		352 OK TIRE STORE - COM CTR	140.16						
1	05348251	12/20/23 601 U BOLT	72.66			2210 428000	427		101000
2	05348417	12/26/23 7042 FLAT REPAIR	67.50			4387 480000	427		101000
Total for Vendor:			140.16						
115134		399 OLYMPIC SALES	16,200.00						
1	14317	12/05/23 2 20 YD ROLL OFF CONTAINERS	16,200.00			6010 450200	665		101000
115247		399 OLYMPIC SALES	1,651.28						
1	14349	12/15/23 4021 CHAIN UNIT PARTS	1,651.28			6010 450200	427		101000
Total for Vendor:			17,851.28						
115035		5160 OPHELIA WALLACE	1,681.61						
Blessing Care									
1		12/21/23 Child Care Grant	1,681.61			2960 411900	416		101000
Total for Vendor:			1,681.61						
115059		276 OSTROMS ACE HARDWARE	179.97						
1	225540	12/21/23 PD 44818; k9 food	179.97			1000 421000	915		101000

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 34 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
115327		276 OSTROMS ACE HARDWARE	79.72								
1	225139	10/27/23 tape measure, snowbrushk, pineso	58.95			2060		415200	500		101000
2	225440	12/08/23 2-way coax	6.99			2060		415200	500		101000
3	225519	12/19/23 return 2-Way coax	-6.99			2060		415200	500		101000
4	225483	12/13/23 Nuts and bolts	20.77			2060		415200	500		101000
		Total for Vendor:	259.69								
115139		5119 OSTROMS ACE HARDWARE (PW)	6.59								
1	225508	12/18/23 SCOOP HAND POLY	6.59			6025		450000	432		101000
115234		5119 OSTROMS ACE HARDWARE (PW)	5.99								
1	225537	12/21/23 COUPLER GRSGUN	5.99			6010		450200	433		101000
115308		5119 OSTROMS ACE HARDWARE (PW)	14.17								
1	225605	01/02/24 FINE PT MARKER	3.18			6025		450000	432		101000
2	225604	01/02/24 NUTSETTER MAG SET	10.99			6025		450000	432		101000
		Total for Vendor:	26.75								
115043		2126 OVERDRIVE, INC	20,195.17								
1	12/13/23	BOOKS	2,998.87			7000		411600	662		101000
	02139C023449986										
2	12/14/23	BOOKS	1,042.77			7000		411600	662		101000
	02139C023450760										
3	12/14/23	BOOKS	7,977.31			7000		411600	662		101000
	02139C023450758										
4	12/14/23	AUDIOBOOK	8,176.22			7000		411600	664		101000
	02139C023450761										
		Total for Vendor:	20,195.17								
115202		673 PARSONS ELECTRIC	127.50								
1	423567	01/13/23 BUTTON REPROGRAMMING	127.50			1000		430002	487		101000
		Total for Vendor:	127.50								

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 35 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
114986	110435S	3548 PERSHING	300.00						
1	12/31/23	Alerus - Dec 2023	300.00			1000 212525			101000
		Total for Vendor:	300.00						
115260		4034 PETRO SERVE USA #63	1,296.74						
1	7355 12/14/23	7000 DIESEL	94.50			6025 450000	424		101000
2	3116 12/13/23	7000 DIESEL	48.91			6025 450000	424		101000
3	2 12/22/23	4021 DIESEL	56.00			6010 450200	424		101000
4	9733 12/21/23	413 DIESEL	102.94			6025 450000	424		101000
5	9737 12/21/23	408 DIESEL	54.45			6025 450000	424		101000
6	855 12/27/23	RENTAL DIESEL	104.27			1000 430000	424		101000
7	1194 12/27/23	RENTAL DIESEL	80.07			1000 430000	424		101000
8	1186 12/27/23	RENTAL DIESEL	93.33			1000 430000	424		101000
9	5770 12/21/23	7000 DIESEL	173.23			6025 450000	424		101000
10	8841 12/19/23	4101 DIESEL	115.66			6010 450200	424		101000
11	4032 12/15/23	4101 DIESEL	205.20			6010 450200	424		101000
12	6992 12/27/23	413 DIESEL	47.63			6010 450200	424		101000
13	501 11/05/23	410 DIESEL	120.55			6010 450200	424		101000
115268		4034 PETRO SERVE USA #63	211.23						
1	8213 01/02/24	4101 DIESEL	82.17			6010 450200	424		101000
2	2349 01/02/24	4201 DIESEL	129.06			6010 450200	424		101000
		Total for Vendor:	1,507.97						
114674	110494S	1310 PETTYS CONSULTING, LLC	276.00						
1	1872 11/01/23	nov 2023 users fee	276.00			1000 421000	497		101000
115266		1310 PETTYS CONSULTING, LLC	306.00						
1	1871 11/01/23	FD November HERO Charges	153.00			2060 415200	497		101000
2	1887 12/01/23	FD December HERO Charges	153.00			2060 415200	497		101000
		Total for Vendor:	582.00						
115006		4883 PITNEY BOWES BANK INC PURCHASE	791.98						
1	12/07/23	Meter Refills	791.98			1000 415000	661		101000
		Total for Vendor:	791.98						

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 36 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
115018		1483 PITNEY BOWES RESERVE ACCOUNT	1,500.00						
		City Hall postage machine - meter refill							
1	12/20/23	Reserve Acct 20613972	1,500.00			1000 415000	661		101000
		Total for Vendor:	1,500.00						
115096		3391 PPI CONSULTING LLC	1,425.00						
1	23239 12/28/23	3 assessments	1,425.00			1000 421000	399		101000
		Total for Vendor:	1,425.00						
115062		1295 PRO-WEST & ASSOCIATES, INC	1,000.00						
		11/20/23-12/18/23							
1	008104 12/18/23	GIS Tech Support	1,000.00			1000 414000	497		101000
115063		1295 PRO-WEST & ASSOCIATES, INC	328.55						
		10/29/23-12/02/23							
1	008037 12/08/23	GIS Tech Support	328.55			1000 414000	497		101000
		Total for Vendor:	1,328.55						
115269		3949 PUSH PEDAL PULL, INC	219.00						
		Fire Department Equipment							
1	372812 12/11/23	New HQ spotter arms	219.00			4795 480000	864		101000
		Total for Vendor:	219.00						
115232		5241 RADARSIGN	16,852.00						
1	1581 12/18/23	4 solar radar signs	16,852.00			1000 421000	641		101000
		Total for Vendor:	16,852.00						
114988	110445S	885 RADISSON HOTEL BISMARCK	176.40						
		**Hotel room was charged to the City, not his personal card							
1	113402 09/22/23	Bernie Dardis-League of Cities	176.40			1000 415000	340		101000
		Total for Vendor:	176.40						
115137		3893 RDO TRUCK CENTERS	127.48						
1	803740F 11/14/23	AD SK COALESCING	127.48			4387 480000	427		101000
		Total for Vendor:	127.48						

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 37 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
114983	110448S	1464 RED RIVER VALLEY FOP LODGE #1	781.00						
1	12/31/23	FOP Dues Dec 2023	781.00			1000 212526			101000
		Total for Vendor:	781.00						
115195		1182 REFRIGERATION HEATING INC	32.36						
1	1309944	11/16/23 CAPACITOR	32.36			6025 450000	825		101000
		Total for Vendor:	32.36						
115112		5201 RIEKES EQUIPMENT	1,579.02						
1	PS00530072	11/30/23 MONORAIL SAFETY SYSTEM	2,820.30			1000 455000	420		101000
2	PS00554061	11/14/23 EQUIPMENT RENTAL CREDIT	-1,241.28			1000 455000	420		101000
		Total for Vendor:	1,579.02						
115335		2045 RMLS	3,320.00						
1	20978	11/01/23 SOLD Info Access	3,320.00			1000 414101	497		101000
		Total for Vendor:	3,320.00						
115291		2913 RUSCO WINDOW CO INC	25,803.00						
1	Pay App 7	11/30/23 WF Fire Dept Project	25,803.00			4795 480000	670		101000
		Total for Vendor:	25,803.00						
114997		2291 RYAN WUOLLET	341.00						
1	12/19/23	meal reimb	341.00			1000 421000	340		101000
		Total for Vendor:	341.00						
115001	110492S	454 SANITATION PRODUCTS	680,888.78						
1	87529	12/01/23 Vactor 2100i	680,888.78			6025 450000	870		101000
115320		454 SANITATION PRODUCTS	162.49						
1	87746	12/27/23 3061 FILTER HYD	162.49			1000 430000	427		101000
		Total for Vendor:	681,051.27						
114993		2632 SARAHANNE SKWIERA	110.93						
1	12/19/23	meal reimb	28.00			1000 421000	340		101000
2	12/19/23	fuel reimb	82.93			1000 421000	340		101000
		Total for Vendor:	110.93						

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 38 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
115305		4323 SCOTT GRAVALIN	80.00						
1	01/04/24	2024 ELECTRICAL TRAINING	80.00			1000 430000	340		101000
		Total for Vendor:	80.00						
114721		999999 SEVARA PFEIFER	132.00						
		**Customer paid via CC but invoice was added as a tax lien to property taxes in October 2023. Per Cass County, taxes were paid in full on 12/20/23 by the Title Company. So we need to refund this amount back to the resident.							
1	12/08/23	02-5833-00220-000	132.00			1000 322500			101000
		Total for Vendor:	132.00						
115031		2885 SHORTPRINTER	472.28						
1	141134 09/13/23	Envelopes for City Hall	472.28			1000 415000	668		101000
115032		2885 SHORTPRINTER	16.95						
1	142545 10/23/23	Business Cards - D Scott	16.95			1000 414000	668		101000
115168		2885 SHORTPRINTER	68.90						
1	144153 12/15/23	Business Cards - IT Dept	68.90			1000 414104	410		101000
115290		2885 SHORTPRINTER	34.45						
1	144881 01/02/24	S TIFFANY BUSINESS CARDS	34.45			1000 450000	410		101000
		Total for Vendor:	592.58						
115205		91 SIGN SOLUTIONS USA	469.67						
1	409650 12/13/23	SIGNS	49.48			1000 430000	487		101000
2	409649 12/13/23	SIGNS	173.83			1000 430000	487		101000
3	409648 12/13/23	SIGNS	246.36			1000 430000	487		101000
		Total for Vendor:	469.67						
115161		4637 SILVERSTAR CAR WASH	480.76						
1	2758 12/31/23	dec 2023 car wash	480.76			1000 421000	420		101000
		Total for Vendor:	480.76						

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 39 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
115151		2655 SIMPLIFILE	370.00								
1	NDT8B31231	12/31/23 Service 12/1/23-12/31/23	370.00			1000		418000	668		101000
		Total for Vendor:	370.00								
115325		4350 SLIMS TREE CARE LLC	800.00								
1	959503	12/25/23 820 7TH AVE E TREE REMOVAL	800.00			2210		428000	758		101000
		Total for Vendor:	800.00								
115015		3528 SNACKS PLUS VENDING	164.00								
1	5940502569	12/19/23 Coffee for City Hall	164.00			1000		415000	410		101000
115016		3528 SNACKS PLUS VENDING	54.00								
1	5940501998	12/18/23 Coffee at Pioneer Center	54.00			1000		415000	410		101000
		Total for Vendor:	218.00								
115017		5227 SOLBERG STEWART MILLER	302.50								
1	9846-000M	12/20/23 Professional Services	302.50			1000		412000	309		101000
		Total for Vendor:	302.50								
115251		465 SPARTAN STORES LLC	30.96								
	West Fargo Fire Department										
1	278015	12/13/23 Awards Ceremony	30.96			2060		415200	378		101000
		Total for Vendor:	30.96								
115007		3325 SPHERION STAFFING LLC	726.00								
1	RL3076713	12/10/23 Christy Dvorak 12/10	726.00			1000		414103	114		101000
115008		3325 SPHERION STAFFING LLC	825.00								
1	RL3072335	12/03/23 Christy Dvorak 12/03	825.00			1000		414103	114		101000
115167		3325 SPHERION STAFFING LLC	693.00								
1	RL3081678	12/17/23 Christy Dvorak 12/17	693.00			1000		414103	114		101000

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 40 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
115238		3325 SPHERION STAFFING LLC	495.00						
1	RL3088893	12/31/23 Christy Dvorak 12/31	495.00			1000 414103	114		101000
		Total for Vendor:	2,739.00						
115293		3516 STEIN'S INC	616.06						
1	931283	01/03/24 Paper Products-both stations	600.05			2060 415200	500		101000
2	931283-1	01/04/24 Dust Mop Head-S Station	16.01			2060 415200	500		101000
		Total for Vendor:	616.06						
115312		5059 STORM TRAINING GROUP	299.00						
1	12/08/23	reg for brett young	299.00			1000 421000	340		101000
		Total for Vendor:	299.00						
115087		3252 SUBSURFACE SOLUTIONS	7,000.00						
1	23576	SOR 12/21/23 Locator receiver	7,000.00			6020 450000	412		101000
115228		3252 SUBSURFACE SOLUTIONS	2,264.50						
1	23575	SOR 12/21/23 Locator receiver	2,264.50			1000 414200	641		101000
		Total for Vendor:	9,264.50						
115185		2491 TEAM LABORATORY CHEMICAL, LLC	3,130.00						
1	0039133	12/14/23 EZDOSE IT	3,130.00			6025 450000	825		101000
		Total for Vendor:	3,130.00						
115306		4925 TELUS COMMUNICATIONS US INC	666.00						
1	1375	01/01/24 ST - SKYHAWK	666.00			1000 430000	497		101000
		Total for Vendor:	666.00						
115323		1540 THE TITLE COMPANY	213,716.49						
1	01/11/24	Imp Dist 1345	213,716.49			4009 480000	862		101000
		Total for Vendor:	213,716.49						
115339		999999 THOMSEN HOMES	389.10						
		UB refund due to overpayment on accounts							
1	01/03/24	UB Refund	389.10			6020 214100			101000
		Total for Vendor:	389.10						

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 41 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
115154		3733 TIMECLOCK PLUS	600.00						
1	00319104	01/03/24 Clockable License	600.00			1000 414103	307		101000
		Total for Vendor:	600.00						
115142		4572 TITAN MACHINERY - MOORHEAD	402.61						
1	19121305	12/19/23 369 PIN/FILTER	402.61			1000 430000	427		101000
		Total for Vendor:	402.61						
114994		1495 TRAVIS JOHNSON	28.00						
1	12/19/23	meal reimb	28.00			1000 421000	340		101000
		Total for Vendor:	28.00						
115090		5168 TRUEMAN WELTERS	3,113.68						
1	IE37495	12/19/23 5427 BLOWER STOCK PARTS	3,113.68			1000 430001	427		101000
		Total for Vendor:	3,113.68						
115187		665 TWIN CITY GARAGE DOOR	4,412.00						
1	Z261706	12/21/23 PD CHAIN HOIST REPAIR	4,412.00			1000 455000	420		101000
		Total for Vendor:	4,412.00						
115103		3215 TWIN CITY HARDWARE	977.40						
1	PS12235501	12/08/23 NEW OFC DOOR	977.40			6020 450000	420		101000
		Total for Vendor:	977.40						
115240		2951 TYLER TECHNOLOGIES, INC	425.43						
1	020-148586	12/31/23 OTC & Portal	425.43			1000 412000	740		101000
		Total for Vendor:	425.43						
115275		2136 ULINE INC	717.52						
1	172344077	12/19/23 Gear Room/Overfill	717.52			4795 480000	641		101000
		Total for Vendor:	717.52						
115022	-99352E	4665 UNUM	8,493.54						
1	12/31/23	Dec Employee Contributions	3,959.04			1000 212514			101000
2	12/31/23	Dec Employer Contributions	4,534.50			1000 212514			101000
		Total for Vendor:	8,493.54						

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 42 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
115340		2314 VANGUARD APPRAISALS, INC	18,687.50								
1	19919	12/20/23 Appraisal Software Fees	18,687.50			1000		414101	497		101000
		Total for Vendor:	18,687.50								
115324		1553 VARITECH INDUSTRIES, INC	11.94								
1	0601027850	11/16/23 SHORT PAY CORRECTION	11.94			6020		450000	427		101000
		Total for Vendor:	11.94								
114990		3668 VERIZON WIRELESS	160.16								
1	9950628565	11/02/23 nov 2023 river sensors	160.16			6020		450000	345		101000
115000		3668 VERIZON WIRELESS	12,724.80								
1	9951136048	11/08/23 nov 2023 underhill ipad	40.01			2060		415200	356		101000
2	9951136048	11/08/23 nov 2023 city admin	89.92			1000		414000	356		101000
3	9951136048	11/08/23 nov 2023 econ development	129.97			1000		414102	356		101000
4	9951136048	11/08/23 nov 2023 HR	137.41			1000		414103	356		101000
5	9951136048	11/08/23 nov 2023 IT	236.44			1000		414104	356		101000
6	9951136048	11/08/23 nov 2023 engineering	777.28			1000		414200	356		101000
7	9951136048	11/08/23 nov 2023 commission	129.93			1000		415000	356		101000
8	9951136048	11/08/23 nov 2023 communications	137.47			1000		416200	356		101000
9	9951136048	11/08/23 nov 2023 planning	222.39			1000		418000	356		101000
10	9951136048	11/08/23 nov 2023 pd cells	4,101.56			1000		421000	356		101000
11	9951136048	11/08/23 nov 2023 pd bait phone	42.49			1000		421000	356		101000
12	9951136048	11/08/23 nov 2023 pd passport	127.38			1000		421000	356		101000
13	9951136048	11/08/23 nov 2023 pd mdc	720.18			1000		421000	356		101000
14	9951136048	11/08/23 nov 2023 pd cp	620.66			1000		421000	356		101000
15	9951136048	11/08/23 nov 2023 pd investigations	40.01			1000		421000	356		101000
16	9951136048	11/08/23 nov 2023 pd icac	42.49			1000		421000	356		101000
17	9951136048	11/08/23 nov 2023 pd pole cam	80.02			1000		421000	356		101000
18	9951136048	11/08/23 nov 2023 pd invest trailer	80.02			1000		421000	356		101000
19	9951136048	11/08/23 nov 2023 pw street	364.99			1000		430000	356		101000
20	9951136048	11/08/23 nov 2023 pw row	82.50			1000		430001	356		101000
21	9951136048	11/08/23 nov 2023 pw	729.82			1000		450000	356		101000
22	9951136048	11/08/23 nov 2023 pw b&g	292.44			1000		455000	356		101000
23	9951136048	11/08/23 nov 2023 fire	1,205.08			2060		415200	356		101000
24	9951136048	11/08/23 nov 2023 fire drone	40.01			2060		415200	356		101000

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 43 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
25	9951136048	11/08/23 nov 2023 forestry	94.95			2210 428000	356		101000
26	9951136048	11/08/23 nov 2023 sanitation	820.85			6010 450200	356		101000
27	9951136048	11/08/23 nov 2023 water	638.21			6020 450000	356		101000
28	9951136048	11/08/23 nov 2023 sewer	530.35			6025 450000	356		101000
29	9951136048	11/08/23 nov 2023 library	169.97			7000 411600	356		101000
Total for Vendor:			12,884.96						
115334	E	3706 VISA COMMUNICATIONS	5,374.65						
Jan statement for Dec transactions									
1	CC-1325	12/06/23 Facebook	50.00			1000 202200			101000
Marketing				CC Accounting: 1000-		-416200-641			
MISC CLAIM VENDOR									
2	CC-1325	12/21/23 B&H Photo Moto	5,317.68			1000 202200			101000
New Camera				CC Accounting: 1000-		-416200-497			
MISC CLAIM VENDOR									
3	CC-1325	12/24/23 Apple.com storage	0.99			1000 202200			101000
cloud storage				CC Accounting: 1000-		-416200-497			
APPLE.COM									
4	CC-1325	12/31/23 Facebook	5.98			1000 202200			101000
Marketing				CC Accounting: 1000-		-416200-641			
MISC CLAIM VENDOR									
Total for Vendor:			5,374.65						
115106	E	4396 VISA COURT	483.95						
Jan statement for Dec transacations									
1	CC-1314	12/19/23 Oak Hall Cap & Gown	483.95			1000 202200			101000
Judge's Robe				CC Accounting: 1000-		-412000-410			
MISC CLAIM VENDOR									
Total for Vendor:			483.95						
115145	E	3693 VISA ENGINEERING	599.00						
Jan statement for Dec transactions									
1	CC-1318	12/08/23 American Society of Admin Pro	199.00			1000 202200			101000
Kayla Membership				CC Accounting: 1000-		-414200-667			
MISC CLAIM VENDOR									
2	CC-1318	12/07/23 Red Wing Shoes	150.00			1000 202200			101000
Boots Andrew W.				CC Accounting: 1000-		-414200-422			
RED WING BUSINESS ADVANTAGE									

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 44 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
3	CC-1318	12/07/23 International ROW Assoc	250.00			1000 202200			101000
		Membership-Benji		CC Accounting: 1000-		-414200-667			
		MISC CLAIM VENDOR							
		Total for Vendor:	599.00						
115109	E	2436 VISA FINANCE	101.58						
		Jan statement for Dec transactions							
1	CC-1315	12/05/23 1099 forms and envelops	101.58			1000 202200			101000
		1099 forms		CC Accounting: 1000-		-414100-410			
		ROCKY MOUNTAIN PRINT SOLUTIONS							
		Total for Vendor:	101.58						
115194	E	3568 VISA FIRE DEPT 2	5,519.17						
1	CC-1312	12/05/23 Gift Card for Battle of Badge	25.00			2060 202200			101000
		EXXON MOBILE		CC Accounting: 2060-		-415200-378			
2	CC-1312	12/05/23 Gift Card for Battle of Badge	25.00			2060 202200			101000
		EXXON MOBILE		CC Accounting: 2060-		-415200-378			
3	CC-1312	12/05/23 Gifts for Battle of Badges	699.96			2060 202200			101000
		WALMART		CC Accounting: 2060-		-415200-378			
4	CC-1312	12/05/23 Gift Card for Battle of Badge	40.00			2060 202200			101000
		Crumble Cookies		CC Accounting: 2060-		-415200-378			
5	CC-1312	12/04/23 Training officer course Berg	395.00			2060 202200			101000
		INTERNATIONAL SOCIETY OF FIRE SERVICE IN		CC Accounting: 2060-		-415200-340			
6	CC-1312	12/06/23 N Station Supplies	71.88			2060 202200			101000
		WALMART		CC Accounting: 2060-		-415200-500			
7	CC-1312	12/05/23 Gift Card for Battle of Badge	50.00			2060 202200			101000
		HOOLIGANS		CC Accounting: 2060-		-415200-378			
8	CC-1312	12/05/23 Gift Card for Battle of Badge	51.50			2060 202200			101000
		RANDY'S DINER WEST		CC Accounting: 2060-		-415200-378			
9	CC-1312	12/05/23 Gift Card for Battle of Badge	50.00			2060 202200			101000
		THE PIGGY BBQ OF WEST FARGO		CC Accounting: 2060-		-415200-378			
10	CC-1312	12/07/23 J Neeb-Day Care Providers	250.00			2060 202200			101000
		CPR CERTIFIED TRAINER		CC Accounting: 2060-		-415200-340			
11	CC-1312	12/07/23 PosiCheck Service	1,050.00			2060 202200			101000
		HONEYWELL ANALYTICS INC		CC Accounting: 2060-		-415200-420			
12	CC-1312	12/07/23 Lunch/Captian Interviews	66.07			2060 202200			101000
		JIMMY JOHN'S - JJ3292		CC Accounting: 2060-		-415200-340			

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 45 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check Invoice	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
13	CC-1312 12/10/23	New HQ Plaque	293.70			2060 202200			101000
	THAT'S GREAT NEWS			CC Accounting: 2060-		-415200-641			
14	CC-1312 12/11/23	Honor Guard Flag Pole	61.00			2060 202200			101000
	GLENDAL PARADE STORE.COM			CC Accounting: 2060-		-415200-641			
15	CC-1312 12/13/23	Award Cert Covers	39.68			2060 202200			101000
	OFFICE DEPOT OFFICEMAX			CC Accounting: 2060-		-415200-378			
16	CC-1312 12/11/23	D Sapp Supplies	13.97			2060 202200			101000
	OFFICE DEPOT OFFICEMAX			CC Accounting: 2060-		-415200-410			
17	CC-1312 12/19/23	D Sapp White board	100.00			2060 202200			101000
	OFFICE DEPOT OFFICEMAX			CC Accounting: 2060-		-415200-641			
18	CC-1312 12/12/23	Xmas lights,simple green	122.71			2060 202200			101000
	MENARDS (FIRE)			CC Accounting: 2060-		-415200-500			
19	CC-1312 12/14/23	Awards Ceremony cake	77.98			2060 202200			101000
	HORNBACHERS			CC Accounting: 2060-		-415200-378			
20	CC-1312 12/11/23	Award Cert covers	59.52			2060 202200			101000
	OFFICE DEPOT OFFICEMAX			CC Accounting: 2060-		-415200-378			
21	CC-1312 12/11/23	Billing Stamp	17.13			2060 202200			101000
	OFFICE DEPOT OFFICEMAX			CC Accounting: 2060-		-415200-410			
22	CC-1312 12/14/23	Window cleaning supplies	189.74			2060 202200			101000
	MENARDS (FIRE)			CC Accounting: 2060-		-415200-500			
23	CC-1312 12/12/23	D Underhill/monitor riser	71.56			2060 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 2060-		-415200-641			
24	CC-1312 12/12/23	Key Cabinet/point remotes	198.09			2060 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 2060-		-415200-497			
25	CC-1312 12/18/23	D Sapp/pants/overalls	302.13			2060 202200			101000
	CARHARTT			CC Accounting: 2060-		-415200-422			
26	CC-1312 12/18/23	BC office white board	93.74			2060 202200			101000
	OFFICE DEPOT OFFICEMAX			CC Accounting: 2060-		-415200-641			
27	CC-1312 12/18/23	Fitness Scale/head lamp	129.36			2060 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 2060-		-415200-500			
28	CC-1312 12/18/23	In/Out board	68.24			2060 202200			101000
	OFFICE DEPOT OFFICEMAX			CC Accounting: 2060-		-415200-500			
29	CC-1312 12/18/23	Stapler/pens	42.10			2060 202200			101000
	OFFICE DEPOT OFFICEMAX			CC Accounting: 2060-		-415200-500			
30	CC-1312 12/18/23	Laundry Cart/broom hldr	205.50			2060 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 2060-		-415200-500			
31	CC-1312 12/20/23	M Berg/TRaining	31.49			2060 202200			101000
	OFFICE DEPOT OFFICEMAX			CC Accounting: 2060-		-415200-410			

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 46 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
32	CC-1312	12/27/23 Groundskeeper spreader	309.99			2060 202200			101000
		NORTHERN TOOL		CC Accounting: 2060-		-415200-494			
33	CC-1312	12/27/23 mouse, pad & keyboard	122.50			2060 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 2060-		-415200-497			
34	CC-1312	12/27/23 Admin Office	55.61			2060 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 2060-		-415200-641			
35	CC-1312	12/27/23 D Sapp headlamp	34.95			2060 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 2060-		-415200-500			
36	CC-1312	12/27/23 Admin Office	104.07			2060 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 2060-		-415200-641			
Total for Vendor:			5,519.17						
115197	E	4351 VISA FIRE DEPT 3	6,679.42						
1	CC-1313	12/15/23 CPSE Florida Trip/5	340.65			2060 202200			101000
		TRAVEL GUARD/NAT'L UNION FIRE INS		CC Accounting: 2060-		-415200-340			
2	CC-1313	12/04/23 New HQ Smoker/mat	512.77			2060 202200			101000
		MENARDS (FIRE)		CC Accounting: 2060-		-415200-641			
3	CC-1313	12/14/23 D Fuller Airfare CPSE	908.20			2060 202200			101000
		UNITED AIRLINES		CC Accounting: 2060-		-415200-340			
4	CC-1313	12/14/23 T Clark Airfare CPSE	908.20			2060 202200			101000
		UNITED AIRLINES		CC Accounting: 2060-		-415200-340			
5	CC-1313	12/14/23 J Carriveau Airfare CPSE	908.20			2060 202200			101000
		UNITED AIRLINES		CC Accounting: 2060-		-415200-340			
6	CC-1313	12/14/23 L Nesvold airfare CPSE	908.20			2060 202200			101000
		UNITED AIRLINES		CC Accounting: 2060-		-415200-340			
7	CC-1313	12/14/23 T Olson Airfare CPSE	908.20			2060 202200			101000
		UNITED AIRLINES		CC Accounting: 2060-		-415200-340			
8	CC-1313	12/14/23 Seating for CPSE	1,285.00			2060 202200			101000
		UNITED AIRLINES		CC Accounting: 2060-		-415200-340			
Total for Vendor:			6,679.42						
115117	E	4335 VISA HUMAN RESOURCES	0.36						
		Jan statement for Dec transactions							
1	CC-1317	12/07/23 YouCanBook.ME Bedfod	36.00			1000 202200			101000
		subscription		CC Accounting: 1000-		-414103-307			
		MISC CLAIM VENDOR							
2	CC-1317	12/07/23 YouCanBook.ME Bedfod	0.36			1000 202200			101000
		international fee		CC Accounting: 1000-		-414103-307			
		MISC CLAIM VENDOR							

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 47 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
3	CC-1317	12/11/23 YouCanBook.ME Bedfod	-36.00			1000 202200			101000
	refund			CC Accounting: 1000-		-414103-307			
	MISC CLAIM VENDOR								
		Total for Vendor:	0.36						
115116	E	2438 VISA PLANNING	15.98						
		Jan statement for Dec transactions							
1	CC-1316	12/20/23 Target-bereavement card	1.99			1000 202200			101000
	card			CC Accounting: 1000-		-418000-410			
	TARGET								
2	CC-1316	12/27/23 Hornbachers-donuts	13.99			1000 202200			101000
	donuts			CC Accounting: 1000-		-418000-410			
	HORNBACHERS								
		Total for Vendor:	15.98						
115164	E	2435 VISA POLICE #1	4,943.48						
1	CC-1319	12/03/23 lodging oldham	108.91			1000 202200			101000
	ORANGE TREE RESORT			CC Accounting: 1000-		-421000-340			
2	CC-1319	12/03/23 lodging nielsen	108.91			1000 202200			101000
	ORANGE TREE RESORT			CC Accounting: 1000-		-421000-340			
3	CC-1319	12/03/23 lodging nobles	108.91			1000 202200			101000
	ORANGE TREE RESORT			CC Accounting: 1000-		-421000-340			
4	CC-1319	12/03/23 lodging ackerman	108.91			1000 202200			101000
	ORANGE TREE RESORT			CC Accounting: 1000-		-421000-340			
5	CC-1319	11/20/23 fraud transaction	-43.19			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-641			
6	CC-1319	12/08/23 rental for nielsen	377.99			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-340			
7	CC-1319	12/08/23 lodging nielsen	477.86			1000 202200			101000
	ORANGE TREE RESORT			CC Accounting: 1000-		-421000-340			
8	CC-1319	12/09/23 airport parking nielsen	66.00			1000 202200			101000
	HECTOR INTERNATIONAL AIRPORT			CC Accounting: 1000-		-421000-340			
9	CC-1319	12/07/23 credit voucher	-43.19			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-340			
10	CC-1319	12/09/23 lodging oldham	730.13			1000 202200			101000
	ORANGE TREE RESORT			CC Accounting: 1000-		-421000-340			
11	CC-1319	12/09/23 lodging nobles	730.13			1000 202200			101000
	ORANGE TREE RESORT			CC Accounting: 1000-		-421000-340			

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 48 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
12	CC-1319	12/09/23 lodging ackerman	730.13			1000 202200			101000
		ORANGE TREE RESORT		CC Accounting: 1000-		-421000-340			
13	CC-1319	12/13/23 holsters	110.16			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-		-421000-987			
14	CC-1319	12/14/23 k9 crate	94.66			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 1000-		-421000-915			
15	CC-1319	12/07/23 transfer fraud	43.19			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-		-421000-641			
16	CC-1319	12/22/23 toner	493.98			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 1000-		-421000-410			
17	CC-1319	12/21/23 toner	540.00			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 1000-		-421000-410			
18	CC-1319	12/21/23 toner	199.99			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-		-421000-410			
Total for Vendor:			4,943.48						
115165	E	3233 VISA POLICE #2	2,035.92						
1	CC-1320	12/02/23 k9 fuel to AZ	51.32			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-		-421000-340			
2	CC-1320	12/03/23 k9 fuel to AZ	56.13			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-		-421000-340			
3	CC-1320	12/02/23 k9 fuel to AZ	52.08			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-		-421000-340			
4	CC-1320	12/03/23 k9 fuel to AZ	84.85			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-		-421000-340			
5	CC-1320	12/09/23 k9 fuel to AZ	49.25			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-		-421000-340			
6	CC-1320	12/09/23 k9 fuel to AZ	48.81			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-		-421000-340			
7	CC-1320	12/09/23 k9 fuel to AZ	47.26			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-		-421000-340			
8	CC-1320	12/09/23 k9 fuel to AZ	65.67			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-		-421000-340			
9	CC-1320	12/10/23 k9 fuel to AZ	31.08			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-		-421000-340			
10	CC-1320	12/10/23 k9 fuel return to WF	36.66			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-		-421000-340			

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 49 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
11	CC-1320	12/10/23 k9 fuel return to WF	47.52			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-340			
12	CC-1320	12/11/23 rental van	1,313.50			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-340			
13	CC-1320	12/10/23 k9 fuel return to WF	66.04			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-340			
14	CC-1320	12/11/23 k9 fuel return to WF	56.80			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-340			
15	CC-1320	12/19/23 toll, pearson	28.95			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-340			
Total for Vendor:			2,035.92						
115169	E	3234 VISA POLICE #3	1,112.40						
1	CC-1321	12/06/23 travel hieb	37.39			1000 202200			101000
	TRAVELOCITY			CC Accounting: 1000-		-421000-340			
2	CC-1321	12/06/23 travel hieb	8.48			1000 202200			101000
	TRAVELOCITY			CC Accounting: 1000-		-421000-340			
3	CC-1321	12/06/23 travel hieb	163.20			1000 202200			101000
	DELTA AIR			CC Accounting: 1000-		-421000-340			
4	CC-1321	12/06/23 travel hieb	341.20			1000 202200			101000
	AMERICAN AIRLINES			CC Accounting: 1000-		-421000-340			
5	CC-1321	12/09/23 technology	109.40			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-421000-497			
6	CC-1321	12/09/23 equipment	145.30			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-421000-641			
7	CC-1321	12/09/23 office supplies	256.12			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-421000-410			
8	CC-1321	12/06/23 travel hieb	51.31			1000 202200			101000
	AMERICAN AIRLINES			CC Accounting: 1000-		-421000-340			
Total for Vendor:			1,112.40						
115170	E	3244 VISA POLICE #4	474.56						
1	CC-1322	12/02/23 lodging coffield	237.28			1000 202200			101000
	COUNTRY INN & SUITES BY RADISSON			CC Accounting: 1000-		-421000-340			
2	CC-1322	12/02/23 lodging borg	237.28			1000 202200			101000
	COUNTRY INN & SUITES BY RADISSON			CC Accounting: 1000-		-421000-340			
Total for Vendor:			474.56						

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 50 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
115171	E	4300 VISA POLICE #5	535.89						
1	CC-1323	12/12/23 office supplies	20.39			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 1000-		-421000-410			
2	CC-1323	12/12/23 fuel officer funeral	48.80			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-		-421000-340			
3	CC-1323	12/12/23 fuel officer funeral	34.23			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-		-421000-340			
4	CC-1323	12/15/23 fuel officer funeral	52.41			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-		-421000-340			
5	CC-1323	12/17/23 investigations	166.21			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 1000-		-421000-365			
6	CC-1323	12/17/23 public relations	51.38			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 1000-		-421000-375			
7	CC-1323	12/17/23 officer equip	75.63			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 1000-		-421000-422			
8	CC-1323	12/17/23 technology	12.59			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 1000-		-421000-497			
9	CC-1323	12/17/23 training fuel	38.00			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-		-421000-340			
10	CC-1323	12/19/23 training fuel	24.07			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-		-421000-340			
11	CC-1323	12/19/23 training fuel	12.18			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-		-421000-340			
Total for Vendor:			535.89						
115172	E	4301 VISA POLICE #6	146.04						
2	CC-1324	12/08/23 fuel training	39.25			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-		-421000-340			
3	CC-1324	12/10/23 fuel training	28.49			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-		-421000-340			
4	CC-1324	12/15/23 fuel training	35.98			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-		-421000-340			
5	CC-1324	12/15/23 fuel training	42.32			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-		-421000-340			
Total for Vendor:			146.04						

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 51 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
115199		1346 VISTO'S TRAILER SALES	47.88						
1	114390	12/14/23 D DRING BOLT	47.88			6010 450200	914		101000
		Total for Vendor:	47.88						
115023	-99351E	4662 VOYA	850.00						
1	12/31/23	December Contributions	850.00			1000 212511			101000
		Total for Vendor:	850.00						
115221		544 WALLWORK TRUCK CENTER	147.49						
1	01P445803	12/29/23 381 COALESCING CART	84.92			1000 430000	427		101000
2	01P445852	12/29/23 381 CAP/CLAMP	9.05			1000 430000	427		101000
3	01P445164	12/27/23 AIR DRYER CARTRIDGE	53.52			1000 430000	427		101000
		Total for Vendor:	147.49						
115204		3062 WELK'S LAWN CARE LLC	2,000.00						
1	18336	12/30/23 LIGHTS SNOW REMOVAL - NOV/DEC	2,000.00			1000 430000	381		101000
		Total for Vendor:	2,000.00						
115286		4591 WESLEY BOOTH	384.94						
1	12/31/23	clothing reimb	384.94			1000 421000	422		101000
		Total for Vendor:	384.94						
115166		3306 WEST FARGO EVENTS, INC	36,670.17						
1	0000958-IN	12/01/23 Programming fee: Essentia	17,563.69			2310 452120	810		101000
2	0000958-IN	12/01/23 Programming fee: POW/MIA	3,099.48			2310 452120	810		101000
3	0000958-IN	12/01/23 Mgmt fee: Parking Ramp	11,840.33			2320 452110	810		101000
4	0000958-IN	12/01/23 Mgmt fee: City Events	4,166.67			2960 411900	810		101000
		Total for Vendor:	36,670.17						
115050	110495S	566 WEST FARGO PARK DISTRICT	97,981.97						
1	12/22/23	Dec 2023 State Aid	97,981.97			2050 451000	992		101000
115241		566 WEST FARGO PARK DISTRICT	19,270.33						
	4th Qtr	2023 Park Special Assessments							
1	4th Qtr	2017-1 Brooks Harbor Elementar	1,491.51			8605 451000	630		101000
2	4th Qtr	2014-2 Goldenwood Area Park	0.00			8610 451000	630		101000

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 52 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
3	4th Qtr	8615 Shadowwood Park Spec 2010	0.00			8615 451000	630		101000
4	4th Qtr	2011 Park Spec - Maple Ridge	221.16			8620 451000	630		101000
5	4th Qtr	8625 Park Imp Dist 2011-1	1,336.85			8625 451000	630		101000
6	4th Qtr	06-2017-2 Park Imp - The Wilds	15,876.66			8630 451000	630		101000
7	4th Qtr	2014 Park Spec - River's Bend	344.15			8635 451000	630		101000
Total for Vendor:			117,252.30						
115207		2184 WEST SIDE STEEL	464.77						
1	7797 12/14/23	SHEET METAL	168.51			6010 450200	914		101000
2	7825 12/19/23	275 SHEET METAL	296.26			6020 450000	427		101000
Total for Vendor:			464.77						
115071	110498S	3549 WEX	299.97						
Addition to 12/15/23 payroll									
1	12/15/23	Med FSA - 12/15/23 payroll	299.97			1000 212530			101000
2	12/15/23	Dep FSA - 12/15/23 payroll	0.00			1000 212523			101000
Total for Vendor:			299.97						
115025	-99349E	4676 WEX ELECTRONIC BIWEEKLY	27,253.26						
12.15.23 payroll									
1	12/15/23	HSA Contributions - ER	9,677.76			1000 212530			101000
2	12/15/23	HSA Contributions - EE	17,575.50			1000 212530			101000
115026	-99348E	4676 WEX ELECTRONIC BIWEEKLY	78.13						
12.15.23 payroll (addition)									
1	12/15/23	HSA Contributions - ER	78.13			1000 212530			101000
2	12/15/23	HSA Contributions - EE	0.00			1000 212530			101000
Total for Vendor:			27,331.39						
115227		569 WF ANIMAL HOSPITAL	2,524.50						
1	275415 12/31/23	dec 2023 pound	2,524.50			1000 421000	396		101000
Total for Vendor:			2,524.50						
114984	110484S	3827 WF Firefighters Association	920.00						
1	12/31/23	Fire Union Dues Dec 2023	920.00			1000 212552			101000
Total for Vendor:			920.00						

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 53 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
115181		549 WF PUB SCHOOLS DIST #6	10,333.50								
1	MISC07261	12/21/23 JANUARY RENT	10,333.50			7000		411600	333		101000
		Total for Vendor:	10,333.50								
115283		4465 WOODSIDE INDUSTRIES INC	870.75								
1	Pay App 8	11/30/23 WF Fire Dept Project	870.75			4795		480000	670		101000
		Total for Vendor:	870.75								
115173		338 XCEL ENERGY	1,516.27								
1	858549374	12/26/23 1100 12TH AVE NW	255.23			6020		450000	351		101000
2	858542143	12/26/23 1100 12TH AVE NW	129.26			6020		450000	351		101000
3	858362787	12/22/23 300 SHEYENNE ST STE 100	49.56			2310		452120	527		101000
4	858538008	12/26/23 312 5TH AVE W	408.27			1000		430002	391		101000
5	858582531	12/26/23 901 10TH AVE E TRAFFIC LIGH	48.49			1000		430002	391		101000
6	858356126	12/22/23 344 SHEYENNE ST	17.09			1000		430002	391		101000
7	858534495	12/26/23 SM33	107.11			6025		450000	351		101000
8	858565093	12/26/23 60L 12TH ST E	81.11			6025		450000	351		101000
9	858542251	12/26/23 309 2ND AVE W	20.64			1000		430002	391		101000
10	857788642	12/19/23 TRANSFER STATION	118.73			6010		450200	351		101000
11	857799985	12/19/23 SM75	47.82			6025		450000	351		101000
12	858700170	12/27/23 1410 13TH AVE E TRAFFIC LIG	43.39			1000		430002	391		101000
13	858712692	12/27/23 1690 13TH AVE S TRAFFIC LIG	51.54			1000		430002	391		101000
14	858728165	12/27/23 1680 13TH AVE E TRAFFIC LIG	138.03			1000		430002	391		101000
115243		338 XCEL ENERGY	2,178.53								
1	12/27/23	698 9TH ST E	48.29			1000		430002	391		101000
2		400 9TH ST E	43.54			1000		430002	391		101000
3		299 MAIN AVE W	46.77			1000		430002	391		101000
4		SA17	83.54			6025		450000	351		101000
5		597 13TH AVE E	106.44			1000		430002	391		101000
6		104 MAIN AVE W	53.96			1000		430002	391		101000
7		81 CENTER STREET	27.24			1000		430002	391		101000
8		847 MAIN AVE E	215.29			1000		430002	391		101000
9		1665 MAIN AVE E	190.08			1000		430002	391		101000
10		10 22ND ST E	23.09			1000		430002	391		101000
11		2250 MAIN AVE E	11.06			1000		430002	391		101000

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 54 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
12	518	13TH AVE NW	130.74			1000 430002	391		101000
13	1210	MAIN AVE W	171.25			1000 430002	391		101000
14	810	12TH AVE NW	405.84			6020 450000	351		101000
15	701	MAIN AVE W	221.22			1000 430002	391		101000
16	212	12TH AVE NW	355.15			1000 430002	391		101000
17	231	4TH AVE W	45.03			1000 430002	391		101000
115244		338 XCEL ENERGY	2,496.62						
1	6685031-3	12/06/23 FD Nov Utilities-final bill	2,496.62			2060 415200	527		101000
115309		338 XCEL ENERGY	8,529.20						
1	859299282	01/02/24 CH ELECTRIC	8,529.20			1000 415000	527		101000
115311		338 XCEL ENERGY	17,473.69						
1	859217355	01/02/24 WL11/WT3	118.32			6020 450000	527		101000
2	WT4		172.31			6020 450000	527		101000
3	SA2		52.14			6025 450000	527		101000
4	SA7		65.09			6025 450000	527		101000
5	SA5		115.24			6025 450000	527		101000
6	SA11		106.31			6025 450000	527		101000
7	WT2		1,802.97			6020 450000	527		101000
8	SM29		155.71			6025 450000	527		101000
9	SM23		1,123.10			6025 450000	527		101000
10	SA9		100.81			6025 450000	527		101000
11	SM22		549.71			6025 450000	527		101000
12	SM24		925.78			6025 450000	527		101000
13	SM20		66.52			6025 450000	527		101000
14	SA15		134.20			6025 450000	527		101000
15	SA45		100.65			6025 450000	527		101000
16	PW BUILDING		6,076.07			6020 450000	527		101000
17	SA40		2,847.31			6025 450000	527		101000
18	SM63		255.74			6025 450000	527		101000
19	2800	SHEYENNE ST LIFT STATION	323.65			6025 450000	527		101000
20	300	4TH ST E LIFT STATION	211.48			6025 450000	527		101000
21	SM64		589.34			6025 450000	527		101000
22	SA43		41.64			6025 450000	527		101000
23	SM65		200.36			6025 450000	527		101000

01/05/24
15:34:10

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 12/16/23 to 01/05/24

Page: 55 of 55
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
24		GOLDENWOOD BUBBLER	17.09			6025 450000	527		101000
25		1100 12TH AVE NW	98.49			6020 450000	527		101000
26		2201 SHEYENNE ST	134.92			6025 450000	527		101000
27		SA47	200.50			6025 450000	527		101000
28		SHEYENNE PLAZA TV	308.95			2310 452120	527		101000
29		402 1ST AVE - SL FEED PT	100.79			1000 430002	527		101000
30		121 W 6TH AVE WELL HSE	466.38			6025 450000	527		101000
31		FIRE & CIVIL SIREN	12.12			1000 430002	527		101000
115328		338 XCEL ENERGY	8,161.16						
1	859414277	01/03/24 800 4TH AVE E	8,161.16			1000 415000	527		101000
115329		338 XCEL ENERGY	135.74						
1	859695362	01/04/24 735 7TH AVE NW	135.74			1000 430002	527		101000
115330		338 XCEL ENERGY	690.92						
1	859418563	01/03/24 800 4TH AVE E	690.92			1000 415000	527		101000
Total for Vendor:			41,182.13						
# of Claims			347	Total:	4346,211.44	# of Vendors		230	
Total Electronic Claims					1093,530.48				
Total Non-Electronic Claims					3252680.96				

** 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. **

City of West Fargo
Designated Depositories
NDCC 21-04-13
January 2024

Depository	Address
Alerus	901 13th Ave E, West Fargo
First International Bank & Trust	1350 13th Ave E, West Fargo
Choice Financial	210 Sheyenne St, West Fargo
Bell Bank	320 32nd Ave W, Ste 100, West Fargo
LPL Financial***	4707 Executive Dr, San Diego, CA

*** LPL Financial is a custodian bank that holds the City securities for safekeeping

Prepared by: Heide Delorme

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

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (2-2023)

Applying for (check one)



Local Permit



Restricted Event Permit*

Games to be conducted



Raffle by a Political or Legislative District Party



Bingo



Raffle



Raffle Board



Calendar Raffle



Sports Pool



Poker*



Twenty-One



Paddlewheels*

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

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

Name of Organization or Group VOLT Volleyball		Dates of Activity (Does not include dates for the sales of tickets) January 19, 2024	
Organization or Group Contact Person Kristen M Peterson	E-mail kandjpeterson@msn.com	Telephone Number 701-630-1635	
Business Address PO Box 208	City West Fargo	State ND	ZIP Code 58071
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name The Local 701		County Cass	
Site Physical Address 1405 Prairie Parkway	City West Fargo	State ND	ZIP Code 58078
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Raffle - January 19, 2024			

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

Game Type	Description of Prize	Exact Retail Value of Prize
	See attached	
\$1000 cash ET		Total (limit \$40,000 per year) \$ 2400

Intended Uses of Gaming Proceeds**club activities for youth volleyball participants**

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: **\$10,000** (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 Kristen M Peterson	Title Board President	Telephone Number 701-630-1635	E-mail Address kandjpeterson@msn.com
Signature of Organization or Group's Top Official 		Title President	Date 1/3/2024

VOLT Volleyball – Scholarship Social Prizes

- Raffle Board - \$500 Scheels Gift Card
- Raffle Board - \$100 Cash
- Raffle Baskets
 - Center for Dermatology basket - \$300
 - SPA -themed basket - \$300
 - Pampering Mom basket - \$300
 - Gift card basket - \$300
 - Movie night basket - \$300
 - Date night basket - \$300



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (9-2023)

Applying for (check one)

☒ Local Permit	☐ Restricted Event Permit*
Games to be conducted	☐ Raffle by a Political or Legislative District Party
☐ Bingo	☒ Raffle
☐ Raffle Board	☐ Calendar Raffle
☐ Sports Pool	☐ Poker*
☐ Twenty-One*	☐ Paddlewheels*

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

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

ORGANIZATION INFO

Name of Organization or Group Fargo Ducks Unlimited		Dates of Activity (Does not include dates for the sales of tickets) 2-8-24	
Organization or Group Contact Person Adam Haut	E-mail adam.haut8@gmail.com	Telephone Number 701-799-5596	
Business Address 834 7th St NW	City Valley City	State ND	ZIP Code 58072
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Traditions Restaurant & Bar		County Cass	
Site Physical Address 3330 Sheyenne Street Suite 116	City West Fargo	State ND	ZIP Code 58078
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) 2-8-24			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Busch Light LED Light, Yeti Cooler, Blind, Browning Maxis	3650
Raffle	SKB 20 Gauge, Chiappa M1, Taurus 9mm, Pointer 410	2,659
Raffle	G-Force 12 gauge, G Force 20 Gauge, Kimber .45,	2,290

\$1000 check # 1263	Total (limit \$40,000 per year)	\$ 8,599
----------------------------	------------------------------------	-----------------

ADDITIONAL REQUIRED INFORMATION

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

Printed Name of Organization Group's Permit Organizer Terry Lassiter	Telephone Number 701-890-5770	E-mail Address tlassiter@ducks.org
Signature of Organization Group's Permit Organizer 	Title Regional Director	Date 1-2-24

**GAMING SITE AUTHORIZATION**

ND OFFICE OF ATTORNEY GENERAL

SFN 17996 (4-2023)

G - _____ (_____) _____

Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

Tim Running Post #24

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

Name of Location

DoubleTree by Hilton

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

Beginning Date(s) Authorized

1-26-24

Ending Date(s) Authorized

3-3-24

Number of Twenty-One
tables, if zero, enter "0"

0

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

Conference Rooms excluding bathrooms

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

Poker/Raffle 1-26-24 to 1-29-24 AND 3-1-24 to 3-3-24

RESTRICTIONS FOR CITY/COUNTY USE ONLYThe organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (required)

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

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

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

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

RETURN ALL DOCUMENTS TO:

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

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Leslie McGillivray-Rivas
2. PHONE NUMBER: 701-515-5377 DATE: January 8, 2024
3. AGENDA TITLE:
A23-30 Tintes Land Co. Fifteenth Addition. Conditional Use Permit for a Wireless Telecommunications Tower in a Residential District.
4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
Request for approval of a Conditional Use Permit (CUP) to allow a stealth wireless telecommunications tower to be in an R-3 residential zoning district, located within the site of an existing church. At the December 12, 2023 meeting, the West Fargo Planning and Zoning Commission voted to recommend approval of the CUP application on the basis it is consistent with the city plans and ordinances.
5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
1402 & 1420 16th Street East (Lots 1 - 3 in Block Two of Tintes Land Co. Fifteenth Addition to the City of West Fargo, situated in the County of Cass and the State of North Dakota).
6. ACTION BEING REQUESTED FROM CITY COMMISSION:
Approve the Conditional Use Permit and CUP Agreement.

STAFF REPORT

A23-30		CONDITIONAL USE PERMIT
Tintes Land Company 15th Addition		
1402 & 1420 16th Street East (Lots 1 - 3 in Block Two of Tintes Land Co. Fifteenth Addition to the City of West Fargo, situated in the County of Cass and the State of North Dakota)		
Applicant: Lutheran Church of the Cross, Verizon Wireless		Staff Contact: Leslie McGillivray-Rivas
Planning & Zoning Commission Public Hearing:		December 12, 2023 (Approval)
City Commission		January 8, 2024

PURPOSE:

Conditional Use Permit for a Wireless Telecommunications Tower in a Residential District

STATEMENTS OF FACT:

Land Use Classification:	G-2 Sub Urban Growth Sector
Existing Land Use:	Church
Current Zoning District(s):	R-3: Multiple Dwelling District
Zoning Overlay District(s):	CO: Corridor Overlay District
Total area size:	Within Leased Area: 31.15' x 46' or 1,423 sf +/- Access Easement Area: 8,188 sf +/-
Adjacent Zoning Districts:	North – C: Commercial; CO: Corridor Overlay
	South – R-1A: Single Family Dwelling
	East – City of Fargo
	West – R-3: Multiple Dwelling District; R-1: One- and Two-Family Dwelling; R-1A: Single Family Dwelling
Adjacent street(s):	14th Ave East (Local); 16th Street East (Local)
Adjacent Bike/Pedestrian Facilities:	There is a shared use bike paths within Willow Park, Fargo, ND and along 13th Avenue SW.
Available Parks/Trail Facilities:	Maplewood Park is located to the south and west .3 Miles and is accessible by public sidewalks. City of Fargo's Willow Park is to the east.
Park Dedication Requirements:	N/A

DISCUSSION AND OBSERVATIONS:

- The applicant has applied for a Conditional Use to allow a Wireless Telecommunications Tower to be in an R-3 Residential Zoning District to be located within the site of an existing church.
- The tower will be located adjacent to the eastern edge of the church parking lot within a defined lease area measuring 31.15' x 46'.
- Within the leased area, there will be an 8'-7" tall masonry wall erected to screen the Telecommunications Tower base, equipment cabinets and a backup generator contained within a 24'-8" x 30'-8" walled area.
- The exterior screening wall surface will have the same brick veneer as existing church buildings. The equipment within the screening wall will have a feature identified as an ice canopy. The canopy will shield the equipment from falling winter ice. Staff recommend allowing a greater wall height

STAFF REPORT

than a maximum 6' fence height. The structure is neither fence nor building and its purpose includes a measure of safety.

- An architectural cross feature is proposed to be affixed to the top of the Telecommunication Tower structure. The cross will be the same design and material as the cross on top of the primary existing church building on site. The height of the tower for the functional portion of the tower will be 75'. The cross and tower together will reach a height of 87.6'.
- The placement of the tower allows for increased capacity of the Verizon Wireless network to improve quality, coverage and allow for shared use.
- The applicant provided documentation of FAA compliance.
- Overall, the submitted documentation has sufficient detail to allow for the conditional use permit to be considered. Structural and electrical plans will be submitted at the time of the building permit application.
- A conditional use permit agreement is required to be signed prior to issuance of a building permit and may include conditions deemed appropriate by the Commission.

CRITERIA FOR GRANTING CONDITIONAL USE PERMIT:

With reference to the criteria for granting conditional uses, the following is noted:

1. Ingress and egress to property and proposed structures thereon with reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.
 - a. No concerns noted.
2. Off-street parking and loading areas where required, with particular attention to the items in (1) above and the economic, noise, glare or odor effects of the special exception on adjoining properties and properties generally in the district.
 - a. No concerns noted.
3. Refuse and service areas, with particular reference to the items in (1) and (2) above.
 - a. No concerns noted.
4. Utilities, with reference of locations, availability, and compatibility.
 - a. Water Services, Sanitary Sewer, Electrical, Services are shown on the survey provided by the applicant. There is to be no change in underground utilities except for fiber and electrical connections and the placement of the utility boxes for service connections and maintenance.
5. Screening and buffering with reference to type, dimensions, and character.
 - a. The proposed wall treatment meets the screening requirement for an elevated aesthetic as found in section 4-449-A.J.1. a. Screening may be accomplished through architectural or vegetative materials and 4-4-449-A.J.1: All walls and fences shall be architecturally harmonious with the principal building.
 - b. The exterior of the walls will be the same brick veneer as the existing church façade.
6. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district.
 - a. Not applicable.
7. Required yards and other open space.
 - a. Telecommunication towers are required to be set back from the public right of way a minimum distance equal to one half the height of the tower including all antennas and attachments. This requirement is met.

STAFF REPORT

8. Soil conditions, as they relate to on-site sewage disposal, water supply, basement excavating, road construction and related land use.
 - a. No concerns noted.
9. General compatibility with adjacent properties and other properties in the district.
 - a. No concerns noted.

NOTICES:

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

Comments Received:

- An area property owner called asking for more information regarding the proposed use. He wished the applicant to know the tower should be located to the north in commercial and industrial areas.
- An email was received from a property owner to the south noting disagreement with the project occurring on residential land, concern with potential decrease in home value and concerns for health effect for residents living within one quarter mile of the tower. Email is attached.

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

- West Fargo 2.0 identifies this area as G-2 Sub Urban Growth Sector. The comprehensive plan does not prohibit or encourage the construction of telecommunications towers within West Fargo.
- The Conditional Use Process is in place for this type of application and future use.

PLANNING AND ZONING RECOMMENDATION:

At their December 12, 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.

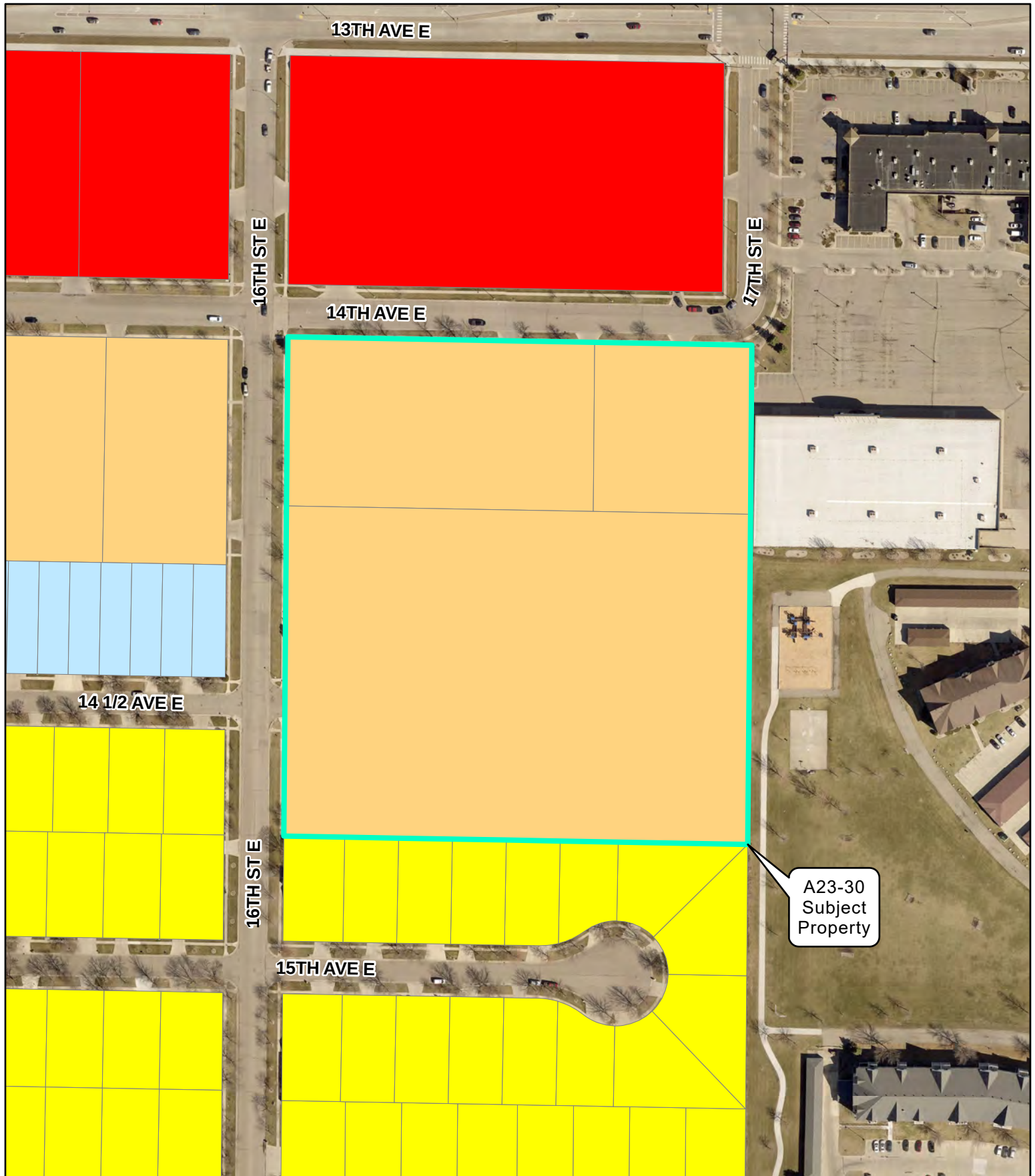
Attachments

1. Aerial Location map
2. Zoning map
3. Applicant's Narrative letter
4. Site Plan and Design Details
5. Photo Simulations
6. RF Letters
7. Lease Area and Easement Legal Descriptions
8. Collocation Letter
9. TOWAIR Finding Letter
10. Location Justification Letter
11. Public Comment
12. Conditional Use Permit Agreement



Features

-  Agenda Zone
-  Lots
-  Tower Location



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





BUELL CONSULTING, INC.
720 Main Street, Suite 200
Saint Paul, MN 55118
(651) 361-8110
www.buellconsulting.com

November 15, 2023

Aaron Nelson
City of West Fargo
Planning and Zoning Department
800 4th Avenue E., Suite 1
West Fargo, ND 58078

Re: Verizon Wireless Application For Conditional Use Permit [New Camouflaged Wireless Communications Tower (cross tower) at Lutheran Church of the Cross]

Dear Mr. Nelson and Staff,

Buell Consulting Inc. is working on behalf of Verizon Wireless to perform site acquisition services, which includes leasing, zoning and permitting. The proposed installation of a new camouflaged wireless telecommunications tower described herein is in a City of West Fargo (R-3) Multiple Dwelling Zoning District and is located at: Lutheran Church of the Cross, 1402 16th Street E., with a legal description of: *Lots 1 and 3 in Block Two of Tintes Land Co. Fifteenth Addition to the City of West Fargo, situated in the County of Cass and the State of North Dakota.*

Pursuant to City ordinance 4-449.3.b.(2), Verizon Wireless is requesting approval to construct a new 75' tall unipole type tower with a four sided cross on top increasing the overall height to 87' 6". The cross will match an existing cross located in front of the Lutheran Church of the Cross on the church's bell tower. Within the 31.15'X46' lease area, equipment cabinets and a backup generator are proposed within a 24' 8"X30' 8" enclosure with an 8' 7" tall masonry wall with brick veneer to match existing on the church building. The height of the enclosure is designed to screen the equipment as well as the ice canopy that will be over the equipment.

Verizon Wireless is requesting a waiver of landscaping due to the lease area's enclosure screening mimicking the church building as well as the approximate 250' setback from the nearest street.

The City of Fargo Public Works Department was contacted regarding the storm sewer catch basin in the vicinity of the proposed lease area. Engineering representative Jody Bertrand indicated The City of Fargo would not require any documentation.

Verizon Wireless and its engineer have decided bollards are not needed around the enclosure.

The proposed site is needed for increased capacity for the Verizon Wireless network in the West Fargo area. Verizon Wireless, like other wireless providers in the community, continually strives to improve the quality and coverage of their service areas by adding additional communication facilities where they currently need to meet increased demand from their customers.



BUELL CONSULTING, INC.
720 Main Street, Suite 200
Saint Paul, MN 55118
(651) 361-8110
www.buellconsulting.com

Property Owner: Lutheran Church of the Cross

Parcel Number(s): 02296500040000 (tower site – Lot 3) & 02296500020000 (site access – Lot 1)

Legal Description: Lots 1 and 3 in Block Two of Tintes Land Co. Fifteenth Addition to the City of West Fargo, situated in the County of Cass and the State of North Dakota.

Proposed location: behind 1402 16th Street E., West Fargo, ND 58078

Applicant Information: Verizon Wireless

Applicant's Agent:

Buell Consulting, Inc.

720 Main Street, #200

St. Paul, MN 55118

Site Development Agent: Woody Krog

Email: wkrog@buellconsulting.com

Cell: 504.259.9663

Verizon Wireless FCC License.

The proposed Verizon Wireless communications services will not interfere with any public safety communications. First and foremost, interference issues are the providence and domain of the Federal Communications Commission. Licensees of the FCC, as a part of the issuance of a license and compliance with FCC rules and regulations are not allowed to interfere with other licensees whose frequencies are under the jurisdiction of the FCC.

CONCLUSION

As indicated above, the establishment of this telecommunication facility will not be detrimental to the public health, safety or welfare of persons residing or working in the neighborhood, or be materially injurious to the neighborhood, or the general welfare of the City of Pierre and Hughes County. The proposed facility will not place any burden on traffic, nor will it result in objectionable levels of noise, odor, dust or dirt.

The proposed facility will be an important link to the Verizon Wireless communications infrastructure. Individuals and businesses will be able to access wireless communications to operate and expand their businesses, provide personal convenience or to strengthen personal safety and the ability to communicate on demand with business, government, family and friends.

In addition, the frequencies used are well below the threshold and within the parameters established by the FCC. The proposed Verizon Wireless facility will not interfere with any police, fire or emergency communications or nearby televisions or radios due to the separation in the frequency ranges used by Verizon Wireless and from those used by other communication devices. The FCC controls and regulates the operation of all the telecommunication equipment and devices to be used at this proposed facility. The proposed facility will conform to all FCC standards and regulations.



BUELL CONSULTING, INC.
720 Main Street, Suite 200
Saint Paul, MN 55118
(651) 361-8110
www.buellconsulting.com

Enclosures:

- 1) Completed Application for Conditional Use Permit
- 2) Zoning Drawings including Land Survey
- 3) Photo-simulations
- 4) Letters from Verizon addressing Emissions, Interference and Collocation Radius
- 5) Legal Descriptions of Lease Area and Easements
- 6) Letter from Verizon acknowledging shared use will be allowed
- 7) TOWAIR finding that tower registration is not required/no lights required
- 8) Verizon location justification letter

Respectfully,

Woody Krog

Woody Krog

Enclosures



FAR HALFWAY NEW BUILD

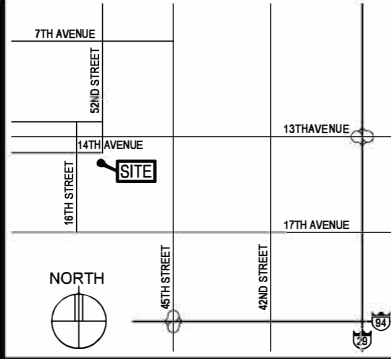
PROJECT INFORMATION

SITE NAME: FAR HALFWAY
SITE ADDRESS: 16TH STREET EAST
WEST FARGO, ND 58078
COUNTY: CASS
LATITUDE, PER 1A: N 46° 51' 36.326"
LONGITUDE, PER 1A: W 96° 52' 21.611"
RFDS DATED: 07-10-23
CONSTRUCTION TYPE: IIB
LESSEE PREMISES AREA: 1422.8 SQUARE FEET
COMPOUND ENCLOSURE AREA: 756.4 SQUARE FEET

SHEET INDEX

SHEET	SHEET DESCRIPTION
T-1	PROJECT TITLE SHEET
A-1	OVERALL PLAN & DETAIL INDEX
A-2	ENLARGED PLAN
A-3	KEYS
A-4	DETAILS
A-5	DETAILS
A-6	SPECIFICATIONS
A-7	PHOTOS
U-1	UTILITIES PLAN
U-2	UTILITIES PLAN
U-3	UTILITIES PLAN
G-1	GROUNDING NOTES, LEGEND & DETAILS
G-2	GROUNDING PLAN & GROUNDING DETAIL INDEX
V1 - V3	SURVEY (THREE SHEETS)

VICINITY MAP



LOCATION SCAN



ISSUE SUMMARY

REV	DESCRIPTION	SHEET/DETAIL
A	ISSUED FOR REVIEW	ALL
B	ISSUED FOR REVIEW	ALL
C	REVISED LESSEE UTILITIES EASEMENT	ALL

DEPARTMENTAL APPROVALS

JOB TITLE	NAME	DATE
RF ENGINEER	SHADY HANNA	08-08-23
OPERATIONS MANAGER		
CONSTRUCTION ENGINEER	MICHAEL THEIL	08-08-23

LESSOR / LICENSOR APPROVAL

SIGNATURE	PRINTED NAME	DATE
LESSOR / LICENSOR: PLEASE CHECK THE APPROPRIATE BOX BELOW		
☐ NO CHANGES.	☐ CHANGES NEEDED. SEE COMMENTS.	

CONTACTS

LESSOR: LUTHERAN CHURCH OF THE CROSS
1402 16TH STREET EAST
WEST FARGO, ND 58078
JOEL BARANKO, PASTOR
(701) 282-0514

LESSEE: VERIZON WIRELESS
10801 BUSH LAKE ROAD
BLOOMINGTON, MN 55438
CONSTRUCTION DEPARTMENT
(952) 946-4700

POWER UTILITY: CASS COUNTY ELECTRIC COOP
4100 32ND AVENUE SW
FARGO, ND 58104
RYAN SOYRING
(701) 356-4457

TELCO UTILITY: TO BE DETERMINED

DESIGNER: DESIGN 1 OF EDEN PRAIRIE
9973 VALLEY VIEW ROAD
EDEN PRAIRIE, MN 55344
MAIN DESK
(952) 903-9299

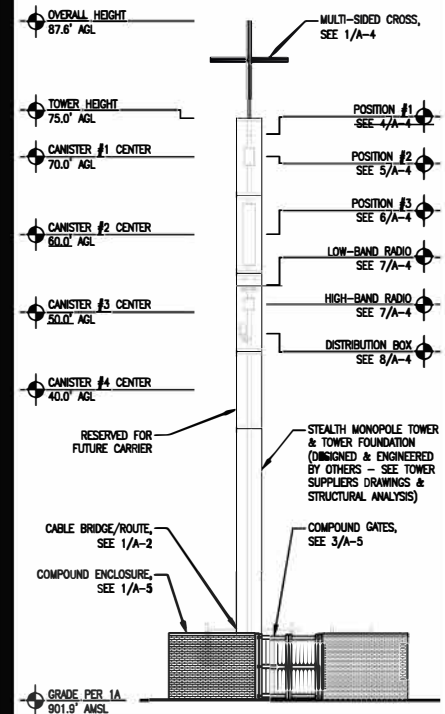
SURVEYOR: MEAD & HUNT
2505 UNIVERSITY DRIVE NORTH
FARGO, ND 58102
MAIN DESK
(701) 566-6450

GEOTECHNICAL ENGINEER: TO BE DETERMINED

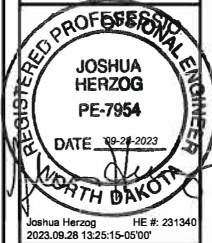
STRUCTURAL ENGINEER: TO BE DETERMINED

TOWER ELEVATION

- NOTE:
- NO STRUCTURAL DESIGN FOR THE TOWER OR TOWER FOUNDATION HAS BEEN PERFORMED AS PART OF THESE DRAWINGS. THE STRUCTURAL DESIGN FOR THE TOWER AND TOWER FOUNDATION ARE BY THE TOWER SUPPLIER AND SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF THE PROJECT.
 - THE DESIGNER MAKES NO WARRANTY, EXPRESSED OR IMPLIED, OF THE ACCURACY OF THE STRUCTURAL ANALYSES AND THE PERFORMANCE OF THE COMPLETED CONSTRUCTION AS SHOWN ON THESE DOCUMENTS AND THE STRUCTURAL ANALYSES.
 - TOWER TO BE ERECTED AND INSTALLED IN ACCORDANCE WITH TOWER MANUFACTURER'S DRAWINGS NOT INCLUDED WITH THIS PACKAGE. DISCREPANCIES BETWEEN TOWER DRAWINGS AND DESIGNER DRAWINGS TO BE REPORTED TO VERIZON WIRELESS AND THE DESIGNER IMMEDIATELY.
 - TOWER TO BE PROVIDED BY THE TOWER MANUFACTURER WITH THE FOLLOWING:
 - TOWER TO BE PAINTED.
 - TOWER PAINT COLOR, SHERWIN WILLIAMS #SW7006 "EXTRA WHITE".
 - CANISTER INTERIOR TO TOWER MAST, MINIMUM CLEARANCE 1'-4".
 - CANISTER #1 & #3 TO BE VENTED.
 - CANISTER #2 & #4 TO BE NON-VENTED.
 - CANISTERS COLOR TO MATCH PAINTED TOWER COLOR.
 - MULTI-SIDED CROSS.
 - MULTI-SIDED CROSS TO BE PAINTED.
 - MULTI-SIDED CROSS COLOR, SHERWIN WILLIAMS #SW7048 "URBANE BRONZE".
 - TOWER FOUNDATION, EQUIPMENT CABINET SLAB AND GENERATOR FOUNDATION TO BE EXCAVATED AND CONSTRUCTED IN ACCORDANCE WITH RECOMMENDATIONS AND SPECIFICATIONS OF THE GEOTECHNICAL REPORT WHICH IS NOT INCLUDED IN THIS PACKAGE. DISCREPANCIES BETWEEN THE REPORT AND THE OTHER DOCUMENTS TO BE IMMEDIATELY REPORTED TO VERIZON WIRELESS AND THE DESIGNER.
 - TRANSPARENT TOWER ILLUSTRATED WITH INTERIOR ANTENNAS/EQUIPMENT SHOWN FOR REFERENCE ONLY.



1334 81st Ave. NE
Spring Lake Park, MN 55432
(612) 844-1234



9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-9299
WWW.DESIGN1EP.COM



10801 BUSH LAKE ROAD
BLOOMINGTON, MN 55438
(952) 946-4700

PROJECT
20161382772
LOC. CODE: 414478

FAR
HALFWAY

16TH STREET EAST
WEST FARGO, ND 58078

SHEET CONTENTS:
PROJECT INFORMATION
SHEET INDEX
VICINITY MAP
LOCATION SCAN
ISSUE SUMMARY
APPROVALS
CONTACTS
TOWER ELEVATION

DRAWN BY: MJS
CHECKED BY: TRB
REV. A 08-08-23
REV. B 09-07-23
REV. C 09-27-23

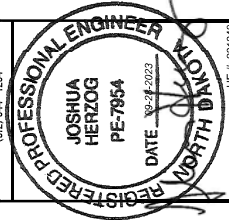
T-1

NOTE:

- 1) LOW-BAND RADIOS TO BE INSTALLED AS FOLLOWS:
 - CENTER = 53.5' AGL.
 - AZIMUTHS = 60° - 180° - 300°.
- 2) HIGH-BAND RADIOS TO BE INSTALLED AS FOLLOWS:
 - CENTER = 51.0' AGL.
 - AZIMUTHS = 90° - 270° - 240°.
- 3) DISTRIBUTION BOX TO BE INSTALLED AS FOLLOWS:
 - CENTER = 47.3' AGL..
 - AZIMUTH = 60°.



HERZOG
ENGINEERING LLC
1334 8th Ave. NE
Spring Lake Park, MN 55432
(612) 844-1234



DESIGN
9973 VALLEY VIEW RD.
BLOOMINGTON, MN 55438
(612) 844-1234
WWW.DESIGNPE.COM

verizon
10801 ELSH LAKE ROAD
BLOOMINGTON, MN 55438
(612) 844-1234

PROJECT
20161362772
LOC. CODE: 414478

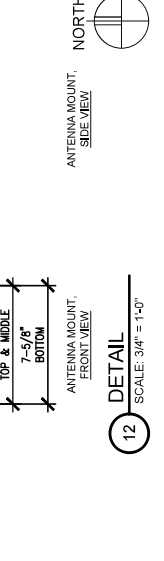
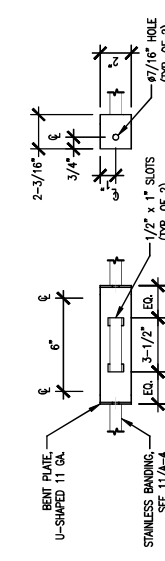
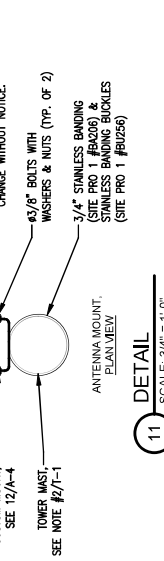
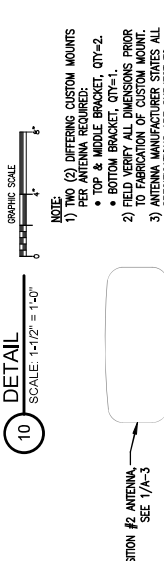
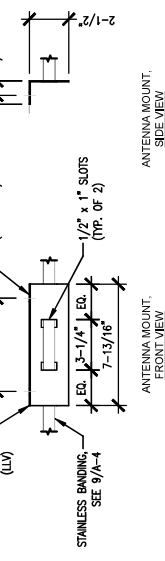
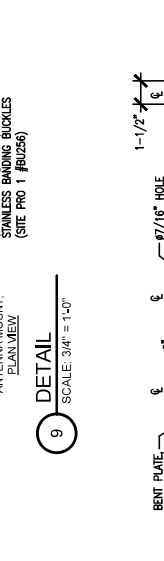
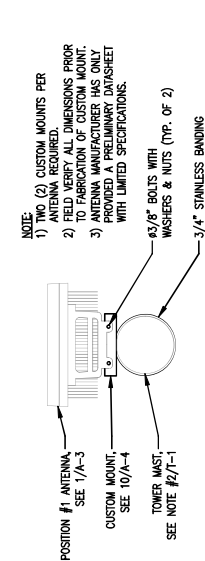
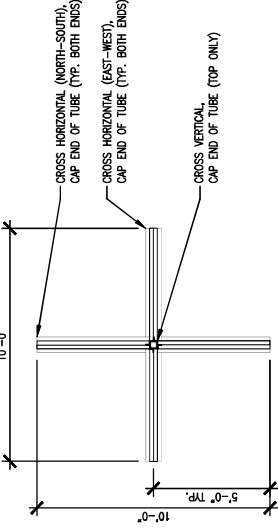
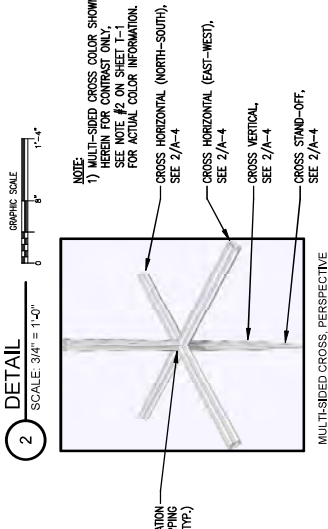
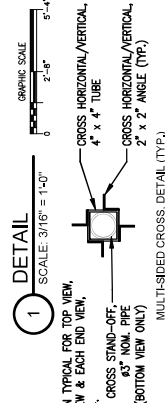
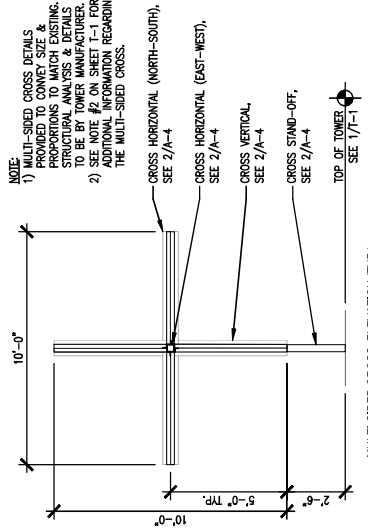
FAR
HALFWAY

16TH STREET EAST
WEST FARGO, ND 58078

SHEET CONTENTS:
DETAILS

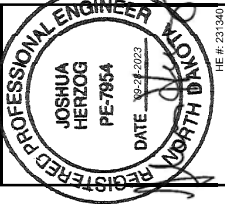
DRAWN BY: MUS
CHECKED BY: TRB
REV. A 06/06/23
REV. B 06/07/23
REV. C 06/27/23

A-4





HERZOG
ENGINEERING LLC
1334 8th Ave. NE
Spring Lake Park, MN 55432
(612) 844-1234



REGISTERED PROFESSIONAL ENGINEER
JOSHUA HERZOG
PE-7854
DATE 10/28/2023
HE # 221340



DESIGN
8973 VALLEY VIEW RD.
MINNETONKA, MN 55344
(952) 832-0236
WWW.DESIGNEF.COM



verizon
10801 ELSH LAKE ROAD
BLOOMINGTON, MN 55438
(952) 845-4130

PROJECT
20161382772
LOC. CODE: 414478

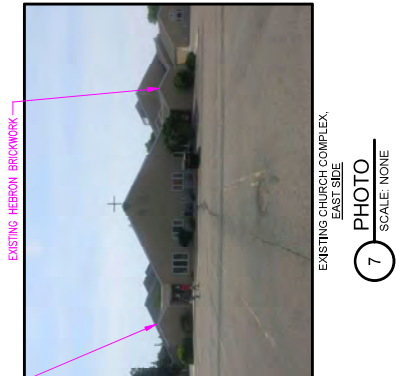
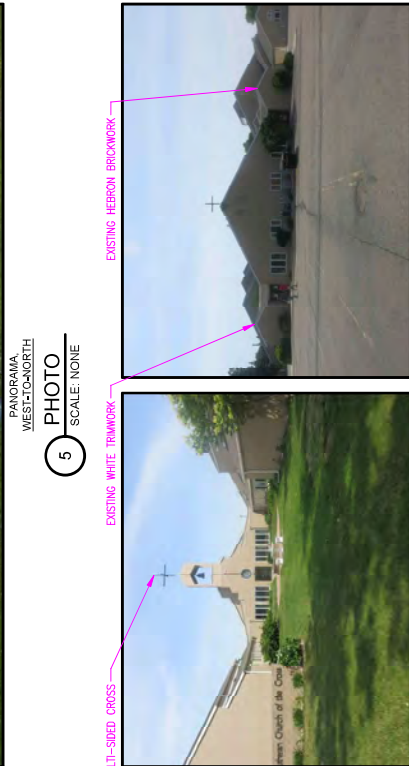
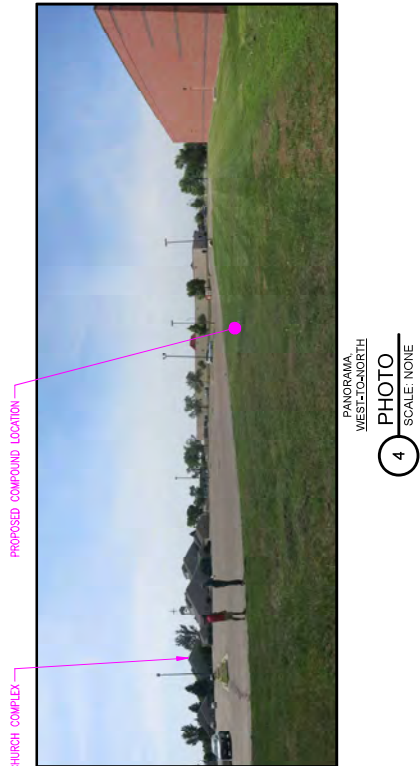
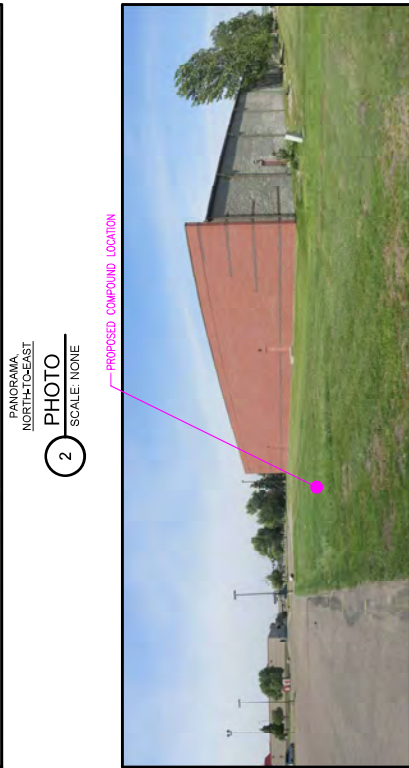
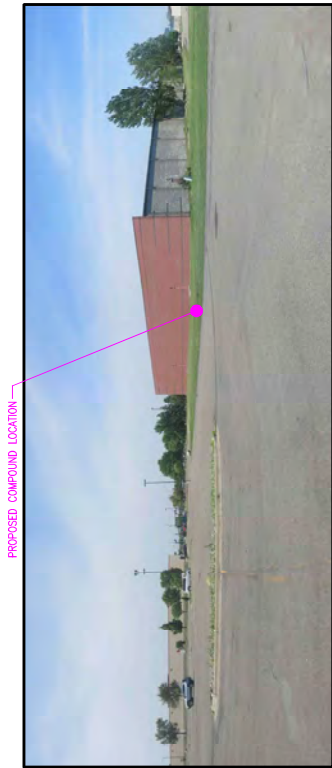
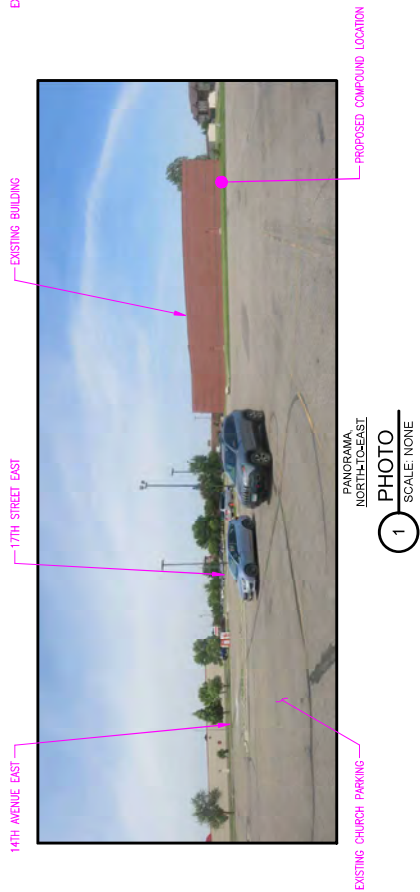
FAR
HALFWAY

16TH STREET EAST
WEST FARGO, ND 58078

SHEET CONTENTS:
PHOTOS

DRAWN BY:	MUS
CHECKED BY:	TRB
REV. A	08/08/23
REV. B	09/07/23
REV. C	09/27/23

A-7



NOTE:
 1) CONTRACTOR TO COORDINATE PUBLIC & PRIVATE UTILITIES PRIOR TO CONSTRUCTION. EXCAVATION EXISTING UTILITY LINES DEVIATING FROM THAT SHOWN HEREIN SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGNER & V2W CONSTRUCTION ENGINEER.

1 UTILITIES PLAN
 ENLARGED
 SCALE: 3/32" = 1'-0"
 GRAPHIC SCALE: 0 5'-0" 10'-0"

2 UTILITIES PLAN
 ENLARGED
 SCALE: 3/32" = 1'-0"

EXISTING INFRASTRUCTURE (Plan 1):
 - EXISTING DRIVEWAY TO 16TH STREET E.
 - EXISTING DECIDUOUS TREE, APPROX. LOCATION
 - EXISTING CURB-OUT & RAMP TO SIDEWALK
 - EXISTING UNDERGROUND ELECTRICAL (TYP.)
 - EXISTING CLEAN-OUT
 - EXISTING DECIDUOUS TREE, APPROX. LOCATION
 - EXISTING CITY OF WEST FARGO UTILITY EASEMENT, SEE 1/U-1
 - EXISTING UNDERGROUND FIBER OPTIC
 - EXISTING GRACE GARDEN RESIDENCE, PARKING LOT
 - EXISTING POLE-MOUNTED ELECTRICAL OUTLET (TYP.)
 - EXISTING CURB & GUTTER
 - EXISTING SITE LIGHTING (TYP.)
 - EXISTING CITY OF WEST FARGO WATERMAIN EASEMENT, SEE 1/U-1
 - EXISTING TURT AREA (TYP. UNO.)
 - EXISTING ELECTRICAL EQUIPMENT, NOT SHOWN FOR CLARITY
 - EXISTING GRACE GARDEN RESIDENCE, BUILDING (NOT SHOWN/SURETYD)

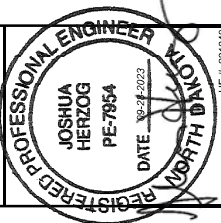
PROPOSED WORK (Plan 1):
 - UNDERGROUND PRIMARY ELECTRICAL SERVICE FROM THREE-PHASE TRANSFORMER TO SINGLE-PHASE TRANSFORMER, BY POWER UTILITY COMPANY
 - PROPOSED ELECTRICAL WORK AT EXISTING THREE-PHASE TRANSFORMER, BY POWER UTILITY COMPANY

EXISTING INFRASTRUCTURE (Plan 2):
 - 14TH AVENUE EAST
 - EXISTING UNDERGROUND FIBER OPTIC
 - EXISTING SIDEWALK
 - EXISTING PROPERTY LINE (TYP.)
 - EXISTING TELCO MARKER
 - EXISTING DECIDUOUS TREE, APPROX. LOCATION
 - EXISTING UNDERGROUND ELECTRICAL
 - EXISTING CHURCH PARKING LOT
 - EXISTING CASSE COUNTY ELECTRIC EASEMENT, SEE 1/U-1

PROPOSED WORK (Plan 2):
 - HANDHOLE BY UT FIBER PROVIDER
 - HANDHOLE BY DARK FIBER PROVIDER
 - DISTRIBUTION PEDestal MAY BE REQUIRED, BY UT FIBER PROVIDER
 - RIGHT-OF-WAY HANDHOLE (17'-05"/24") LOCATED MAXIMUM 12' FROM RIGHT-OF-WAY
 - UNDERGROUND FIBER OPTIC SERVICE FROM RIGHT-OF-WAY HANDHOLE TO COMPOUND HANDHOLE
 - LESSEE UTILITIES EASEMENT, SEE 1/U-1



1334 81st Ave. NE
Spring Lake Park, MN 55555
(612) 844-1734



HE #: 231340



9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-9299
WWW.DESIGN1EP.COM



10801 BUSH LAKE ROAD
BLOOMINGTON, MN 55438
(952) 946-4700

PROJECT
20161382772
LOC. CODE: 414478

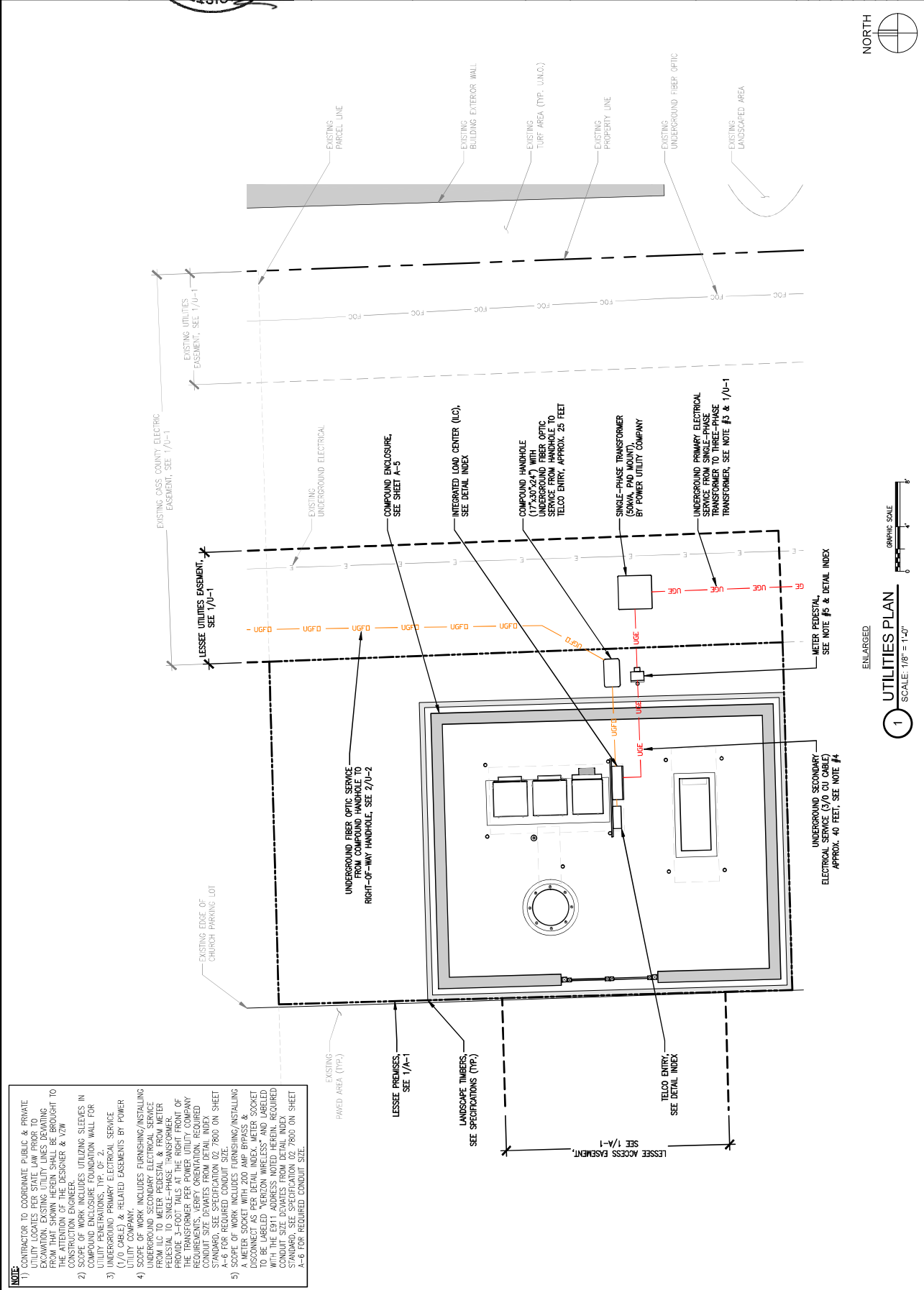
FAR HALFWAY

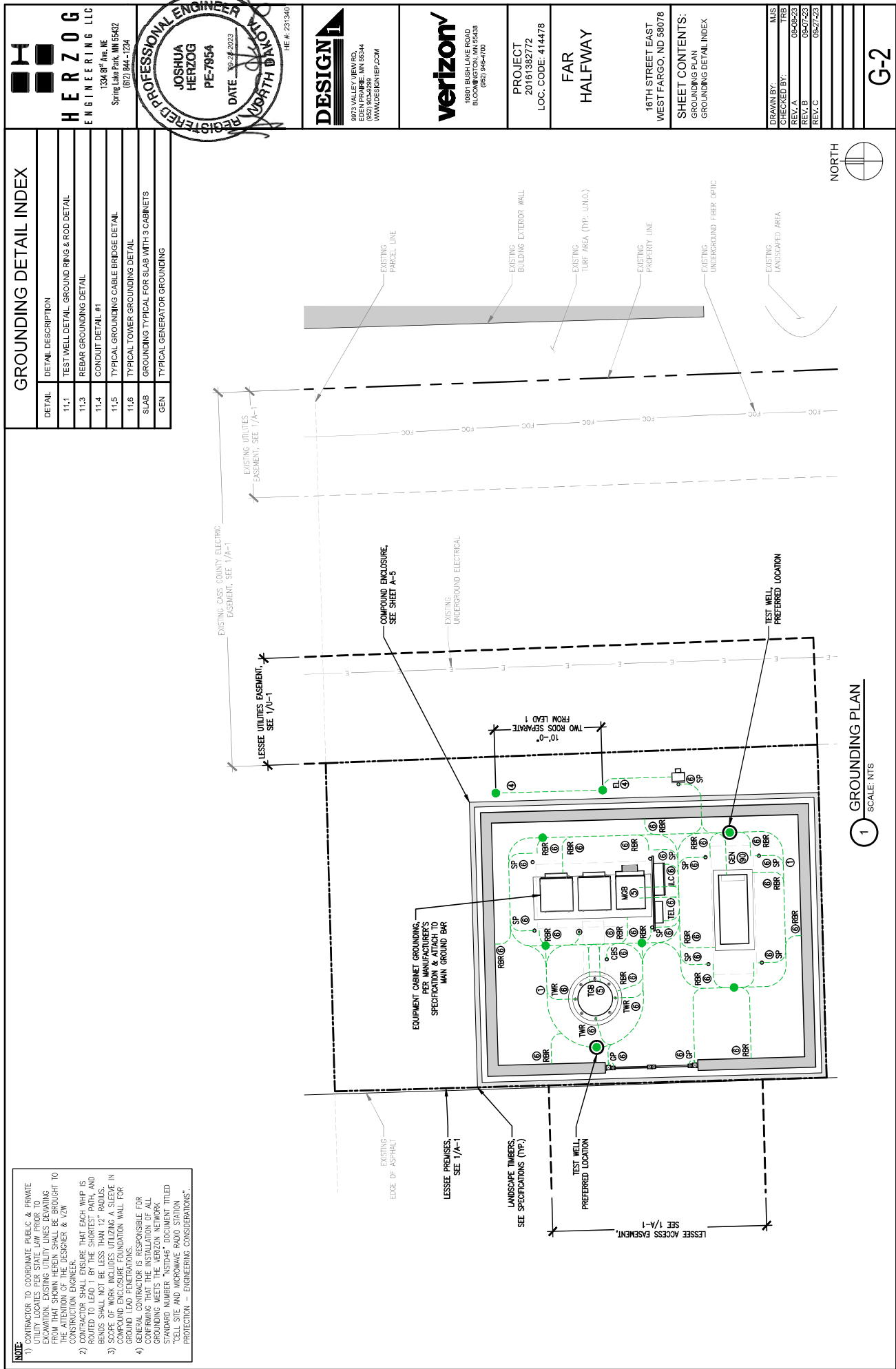
16TH STREET EAST
WEST FARGO, ND 58078

SHEET CONTENTS:
UTILITIES PLAN

DRAWN BY:	MJS
CHECKED BY:	TRB
REV. A	08-08-23
REV. B	09-07-23
REV. C	09-27-23

U-3





CERTIFICATE OF SURVEY

2505 University Dr N
Fargo, ND 58132
Phone: 701-503-2450
mreed@und.edu

2505 University Dr N
Fargo, ND 58132
Phone: 701-503-2450
mreed@und.edu

1. *Journal of the American Medical Association*, 1997; 278: 1033-1038.

DESIGN 1
FARGO, ND
1402 16th ST E
FAR HALFWAY SITE

NOTES:

- Date of field work: 07/20/2023
- Distances shown are ground distances.
- Contour intervals shown are 10'.
- Coordinate system/units: -City of Fargo GIS NAD 83
- -US Survey Foot
- Vertical datum: -NAVD 88

[illegible]

CERTIFICATE OF SURVEY
PART OF TINTES LAND CO.
LID, CASS COUNTY, WEST
DARSD, NORTH DAKOTA

Page 1 of 3

Benchmark	Notes
Found Monument	
Deciduous Tree	
Coniferous Tree	
Sanitary Manhole	
Storm Sewer Manhole	
Catch Basin Round	
Catch Basin Square	
Telephone Pedestal	
Telephone Vault	
Light Pole	
Electric Pedestal	
Electric Transformer	
Traffic Sign	
Underground Fiber	
Underground Gas Line	
Underground Electric	
Storm Sewer	
Sanitary Sewer	
Water Line	
Major Corridor	
Minor Corridor	
Existing Easement Line	
Existing Lot Line	
Concrete	
Asphalt	
Curb Line	
Building	
Lessee Easement	
Lessee Premises	

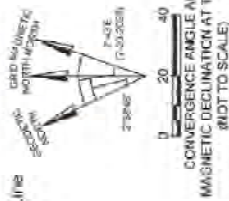
BENCHMARKS

Southeast flange bolt of hydrant located at the SE corner of the intersection of 13th Avenue South and 17th Street East. (Fargo BM ID 135006)

Elevation = 603.45' (NAVD 83)

NOTES

All underground utilities either marked by the supplier or supplied to Meet the surveying the accuracy of this survey shall verify that all conditions are as shown on Cal tickets 2307-121



NOTE: All underground utility locations shown hereon were either marked by their owners or taken from maps supplied to Mead and Hunt. Mead and Hunt does not certify the accuracy of these locations. Persons using this survey should contact each utility company to verify that all locations are shown hereon. ND One Call tickets 2307200, 23071219, & 23071231.

CERTIFICATE OF SURVEY

Mead & Hunt
2505 University 3 N
Fargo, ND 58102
Phone 701-506-5440
mead@meadandhunt.com

PROPERTY DESCRIPTION (FROM TITLE REPORT)

Lots 1, 2, and 3, in Block Two of Tinties Land Co. Fifteenth Addition to the City of West Fargo, situate in the County of Cass and the State of North Dakota.

LESSEE PREMISES DESCRIPTION

That part of Lot 3, Block 2 of TINTIES LAND CO. FIFTEENTH ADDITION to the City of West Fargo, Cass County, North Dakota described as follows:

Commencing at the northeast corner of Lot 2, of said Block 2; thence South 88 degrees 23 minutes 35 seconds West, an assumed bearing on the north line of said Lot 2, 35.00 feet; thence South 02 degrees 09 minutes 40 seconds East, parallel with and 35.00 feet westerly of the east line of said Lot 2, a distance of 225.15 feet to the north line of said Lot 3, thence continuing South 02 degrees 09 minutes 40 seconds East, parallel with and 35.00 feet westerly of the east line of said Lot 3, a distance of 46.00 feet to a point hereinafter referred to as POINT "A" and the point of beginning; thence South 88 degrees 23 minutes 35 seconds West, parallel with said north line, 31.15 feet; thence North 01 degree 36 minutes 24 seconds West, 46.00 feet to said north line of Lot 3; thence North 88 degrees 23 minutes 35 seconds East, on said north line, 30.71 feet; thence South 02 degrees 09 minutes 40 seconds East, parallel with and 35.00 feet westerly of the east line of said Lot 3, a distance of 46.00 feet to the point of beginning.

Containing 1.423 square feet, more or less.

LESSEE 20' ACCESS EASEMENT DESCRIPTION

A strip of land 20.00 feet wide, in part of Lots 1 and 3, Block 2 of TINTIES LAND CO. FIFTEENTH ADDITION to the City of West Fargo, Cass County, North Dakota, the left sideline of which, looking in the direction of the traverse, being described as follows:

Commencing at the northeast corner of Lot 2, of said Block 2; thence South 88 degrees 23 minutes 35 seconds West, an assumed bearing on the north line of said Lot 2, a distance of 210.23 feet to the northeast corner of said Lot 1, and the point of beginning; thence South 02 degrees 09 minutes 40 seconds East on the east line of said Lot 1, a distance of 225.15 feet to the southeast corner of said Lot 1; thence continuing South 02 degrees 09 minutes 40 seconds East, on the southerly extension of said east line, 20.00 feet; thence North 83 degrees 23 minutes 35 seconds East, parallel with the north line of said Lot 3, a distance of 144.33 feet to the west line of the hereinbefore described "LESSEE PREMISES" and there terminating.

The sidelines of said strip shall be prolonged or shortened so as to begin on the north line of said Lot 1, meet at angle points, and terminate on the west line of said "LESSEE PREMISES".

Containing 8.188 square feet, more or less.

LESSEE 10' UTILITIES EASEMENT DESCRIPTION

A strip of land 10.00 feet wide, in part of Lots 2 and 3, Block 2 of TINTIES LAND CO. FIFTEENTH ADDITION to the City of West Fargo, Cass County, North Dakota, the Westerly sideline being described as follows:

Beginning at the hereinbefore described, "POINT A", thence North 02 degrees 09 minutes 40 seconds West, parallel with and 35.00 feet westerly of the east line of said Lots 2 and 3, a distance of 271.18 feet to the north line of said Lot 2 and sideline there terminating.

The sidelines of said strip shall be prolonged or shortened so as to begin on a line which bears North 88 degrees 23 minutes 35 seconds East, passing through the point of beginning, and terminate on the north line of said Lot 2.

Containing 2.712 square feet, more or less.

SCHEDULE "B" EXCEPTIONS

(TITLE COMMITMENT ORDER NO. 500329471, DATED AUGUST 10, 2023)

- 14 SUBJECT TO RIGHT OF WAY EASEMENT FROM HOLY CROSS CATHOLIC CHURCH TO CASS COUNTY ELECTRIC COOPERATIVE, INC. DATED 5/26/1982 AND RECORDED 2/15/1983 IN BOOK L-9 PAGE 203, CASS COUNTY RECORDS.
(AS SHOWN ON SURVEY)
- 15 SUBJECT TO RIGHT OF WAY EASEMENT FROM HOLY CROSS CATHOLIC CHURCH TO CASS COUNTY ELECTRIC COOPERATIVE, INC. DATED 5/10/1982 AND RECORDED 2/15/1983 IN BOOK L-9 PAGE 205, CASS COUNTY RECORDS.
(AS SHOWN ON SURVEY)
- 16 SUBJECT TO RIGHT OF WAY EASEMENT FROM LUTHERAN CHURCH OF THE CROSS TO CASS COUNTY ELECTRIC COOPERATIVE, INC. DATED 2/11/2016 AND RECORDED 2/24/2016 IN DOCUMENT NO. 1470576, CASS COUNTY RECORDS.
(AS SHOWN ON SURVEY)
- 17 SUBJECT TO PERMANENT EASEMENT BETWEEN LUTHERAN CHURCH OF THE CROSS AND THE CITY OF WEST FARGO, NORTH DAKOTA, DATED 7/9/2018 AND RECORDED 7/20/2018 IN DOCUMENT NO. 1542683, CASS COUNTY RECORDS.
(AS SHOWN ON SURVEY)
- 18 SUBJECT TO SHORT FORM LEASE BETWEEN LUTHERAN CHURCH OF THE CROSS, WEST FARGO, NORTH DAKOTA AND GRACE GARDEN, LLLP, DATED 7/25/2018 AND RECORDED 7/25/2018 IN DOCUMENT NO. 1543069, CASS COUNTY RECORDS.
(AS SHOWN ON SURVEY)
- 19 SUBJECT TO DECLARATION OF LAND USE RESTRICTIVE COVENANTS BY GRACE GARDEN, LLLP DATED 7/26/2018 AND RECORDED 7/27/2018 IN DOCUMENT NO. 1543211, CASS COUNTY RECORDS.
(AS SHOWN ON SURVEY)
- 20 SUBJECT TO DECLARATION OF LAND USE RESTRICTIVE COVENANTS BY GRACE GARDEN, LLLP DATED 7/12/2018 AND RECORDED 7/27/2018 IN DOCUMENT NO. 1543265, CASS COUNTY RECORDS.
(AS SHOWN ON SURVEY)
- 21 SUBJECT TO DECLARATION OF LAND USE RESTRICTIVE COVENANTS FOR LOW-INCOME HOUSING TAX CREDITS BY GRACE GARDEN, LLLP DATED 10/24/2019 AND RECORDED 10/31/2019 IN DOCUMENT NO. 1575668, CASS COUNTY RECORDS.
(AS SHOWN ON SURVEY)
- 22 SUBJECT TO ANY MATTERS AS MAY BE SHOWN ON PLAT OF TINTIES LAND CO. FIFTEENTH ADDITION TO THE CITY OF WEST FARGO RECORDED 7/8/2001 IN BOOK S1 PAGE 53, CASS COUNTY RECORDS.
(AS SHOWN ON SURVEY)

CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly registered Professional Land Surveyor under the laws of the State of North Dakota.

JASON NESS, PLS

Reg. No. LS-6884 Date: 9-26-23



FAR HALFWAY SITE
1402 16th St E
FARGO, ND
DESIGN 1

- Date of field work: 07/20/2023
- Distances shown are ground distances.
- Contour intervals shown are 1.0'.
- Coordinate system: NAD 83
- City of Fargo GIS, NAD 83
- US Survey Foot
- Vertical datum: NAVD 86

AMERICAN SURVEYING & MAPPING SOCIETY
NORTH DAKOTA
JASON NESS
LS-6884
DATE 9-26-23

CERTIFICATE OF SURVEY
PART OF TINTIES LAND CO.
AND CASS COUNTY, NORTH DAKOTA
FARGO, NORTH DAKOTA

V2

**Mead
& Hunt**
2505 University Dr N
Fargo, ND 58105
Phone: 701-546-0400
meadhunt.com

2505 University Dr NE
Fargo, ND 58102
Phone: 701-566-0453
freadhunt.com

[illegible]

DESIGN 1
FARGO, ND
1402 16th ST E
FAR HALFWAY SITE

NOTES:

- * Date of field work 07/20/2023
- * Distances shown are ground distances
- * Contour intervals shown are 1.0'
- * Coordinate

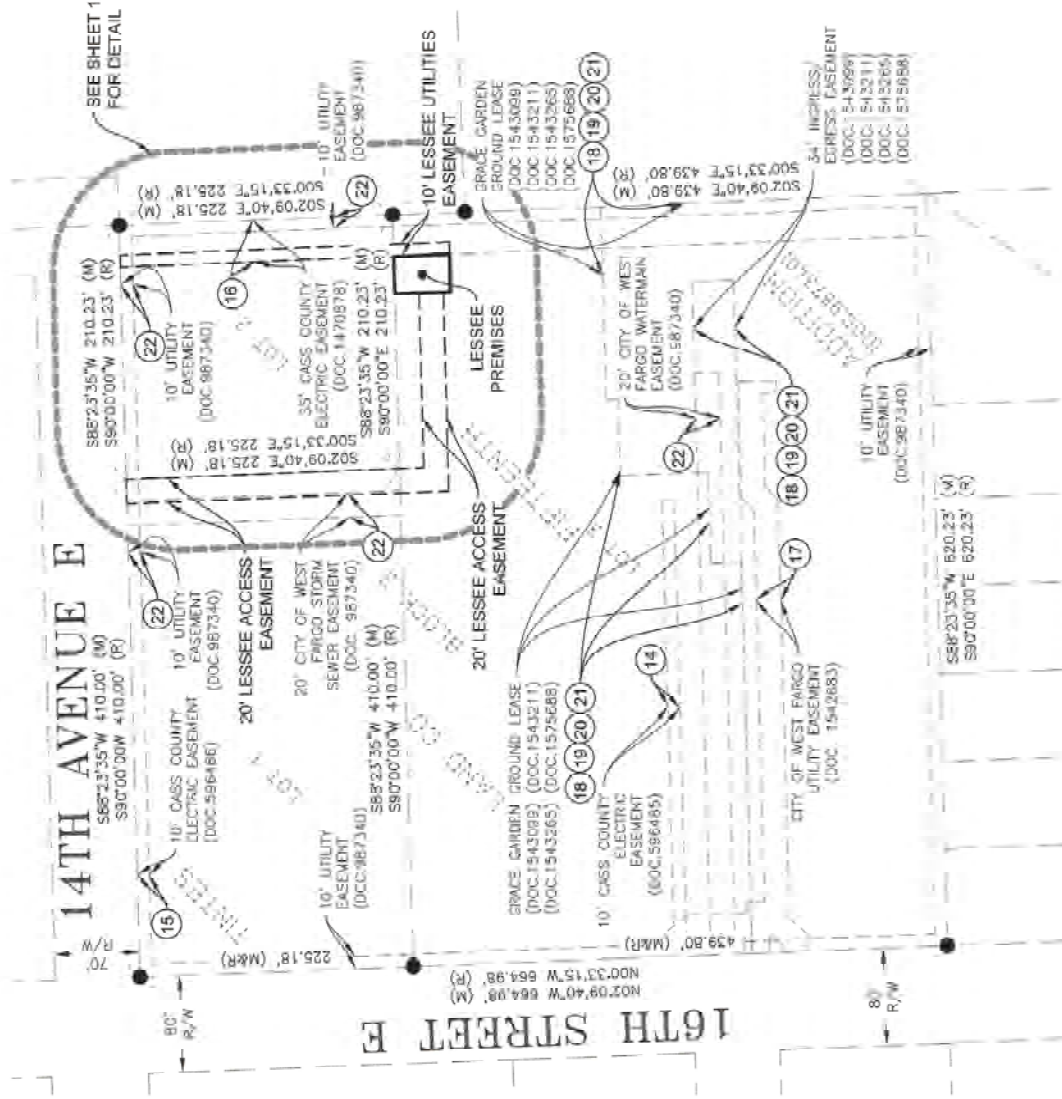
- City of Fargo GIS
- US Survey Foot
- Vertical datum
- NAVD 88

Year	2000
Age	65-74
Gender	Male
Education	High school or less
Income	\$10,000 or less
Health	Good
Activity	Low
Location	Urban

CERTIFICATE OF SURVEY
PARCELS OF TATES LAND CO.
ACD, CLARK COUNTY, WEST
FRIGO, NORTH DAKOTA

1998

V3



**Mead
& Hunt**
2505 University Dr N
Fargo, ND 58105
Phone: 701-546-0400
meadhunt.com

2505 University Dr NE
Fargo, ND 58102
Phone: 701-566-0453
theadhunt.com

[illegible]

DESIGN 1
FARGO, ND
1402 16th ST E
FAR HALFWAY SITE

NOTES:

- * Date of field work 07/20/2023
- * Distances shown are ground distances
- * Contour intervals shown are 1.0'
- * Coordinate

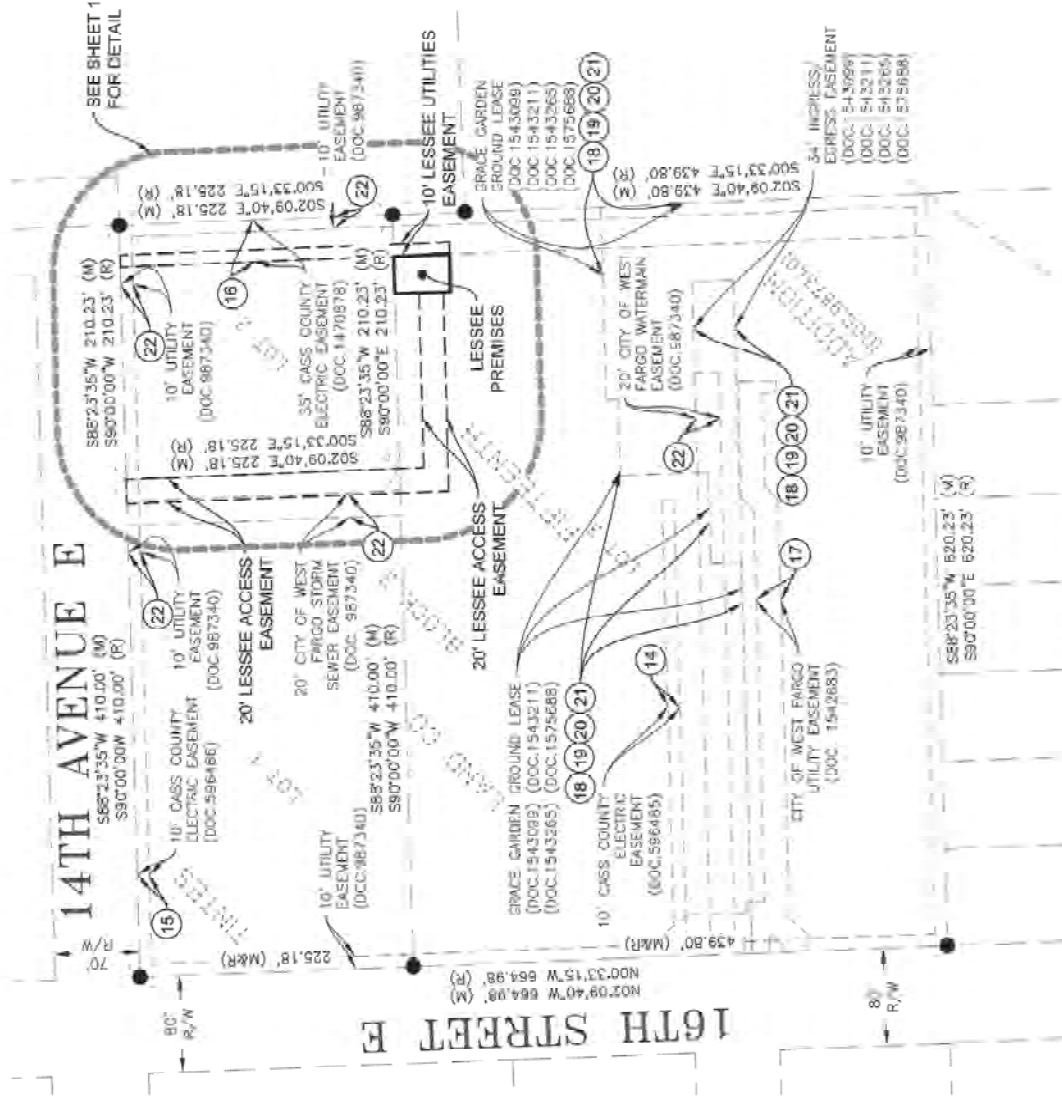
- City of Fargo GIS
- US Survey Foot
- Vertical datum
- NAVD 88

Year	2000
Age	65-74
Gender	Male
Education	High school or less
Income	\$10,000 or less
Health	Good
Activity	Low
Location	Urban

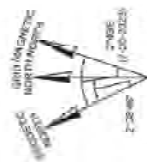
CERTIFICATE OF SURVEY
PARCELS OF TATES LAND CO.
ACD, CLARK COUNTY, WEST
FRIGO, NORTH DAKOTA

1998

V3

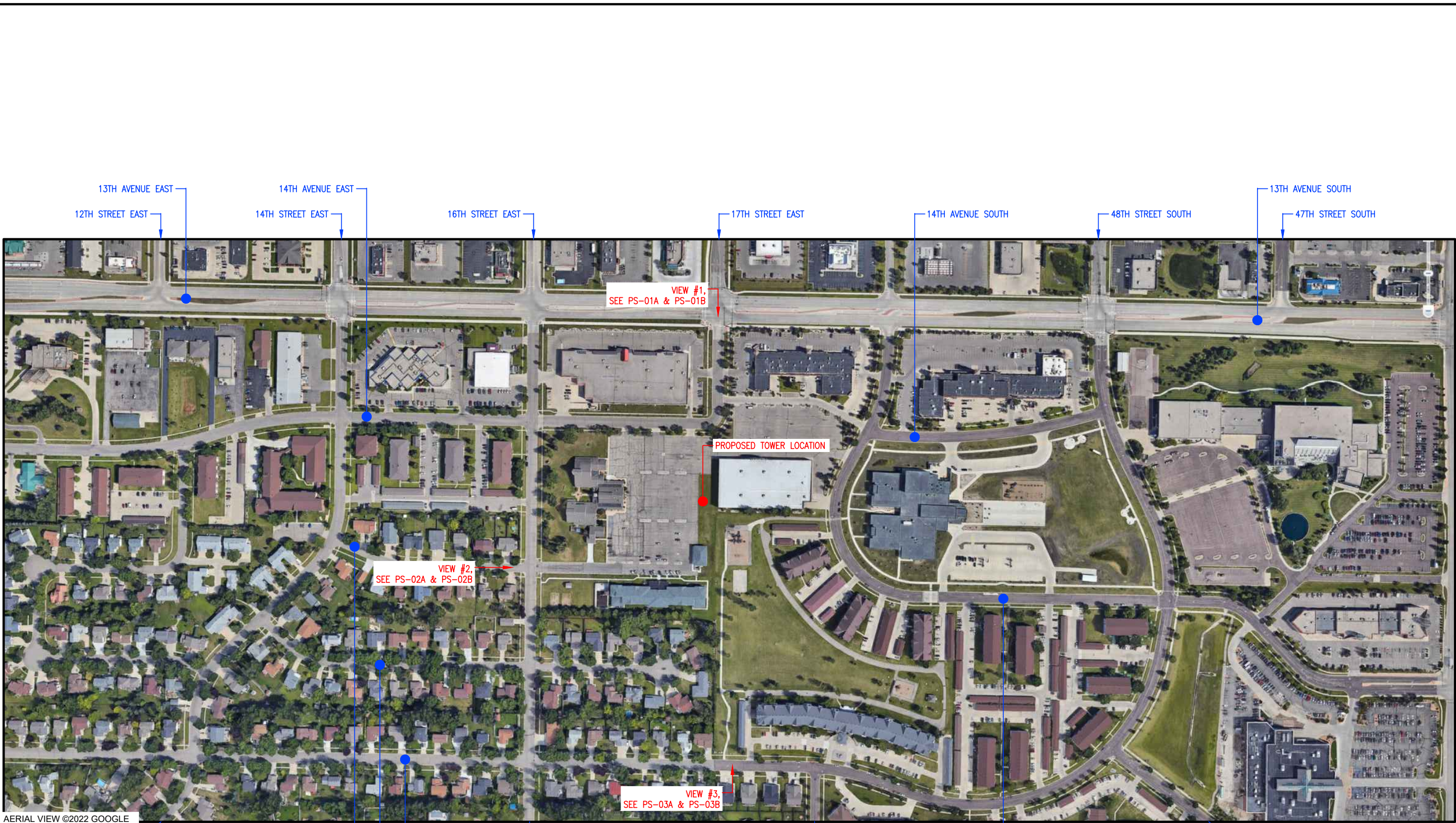


---	Existing Easement Line
- - -	Existing Lot Line
---	Lessee Easement
---	Lessee Premises
(M)	Measured Bearing & Distance
(R)	Record Bearing & Distance



CONVERGENCE ANGLE AND
MAGNETIC DECLINATION AT TOWER
(NOT TO SCALE)





1 AERIAL KEY



NOT FOR
CONSTRUCTION

DESIGN 1

9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-9299
WWW.DESIGN1EP.COM

verizon

10801 BUSH LAKE ROAD
BLOOMINGTON, MN 55438
(952) 946-4700

PROJECT
20161382772
LOC. CODE: 414478

FAR
HALFWAY

16TH STREET EAST
WEST FARGO, ND 58078

SHEET CONTENTS:
PHOTO SIMULATION

DRAWN BY: MJS
CHECKED BY: JP/TJR
v.1 12-16-22

PS-0



STREET VIEW ©2022 GOOGLE

1 EXISTING PHOTO

NOT FOR
CONSTRUCTION

DESIGN1

9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-9299
WWW.DESIGN1EP.COM

verizon

10801 BUSH LAKE ROAD
BLOOMINGTON, MN 55438
(952) 946-4700

PROJECT
20161382772
LOC. CODE: 414478

FAR
HALFWAY

16TH STREET EAST
WEST FARGO, ND 58078

SHEET CONTENTS:
PHOTO SIMULATION

DRAWN BY: MJS
CHECKED BY: JP/TJR
v.1 12-16-22

PS-1A



STREET VIEW ©2022 GOOGLE

1

PROPOSED IMAGE

NOT FOR
CONSTRUCTION

DESIGN1

9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-9299
WWW.DESIGN1EP.COM

verizon

10801 BUSH LAKE ROAD
BLOOMINGTON, MN 55438
(952) 946-4700

PROJECT
20161382772
LOC. CODE: 414478

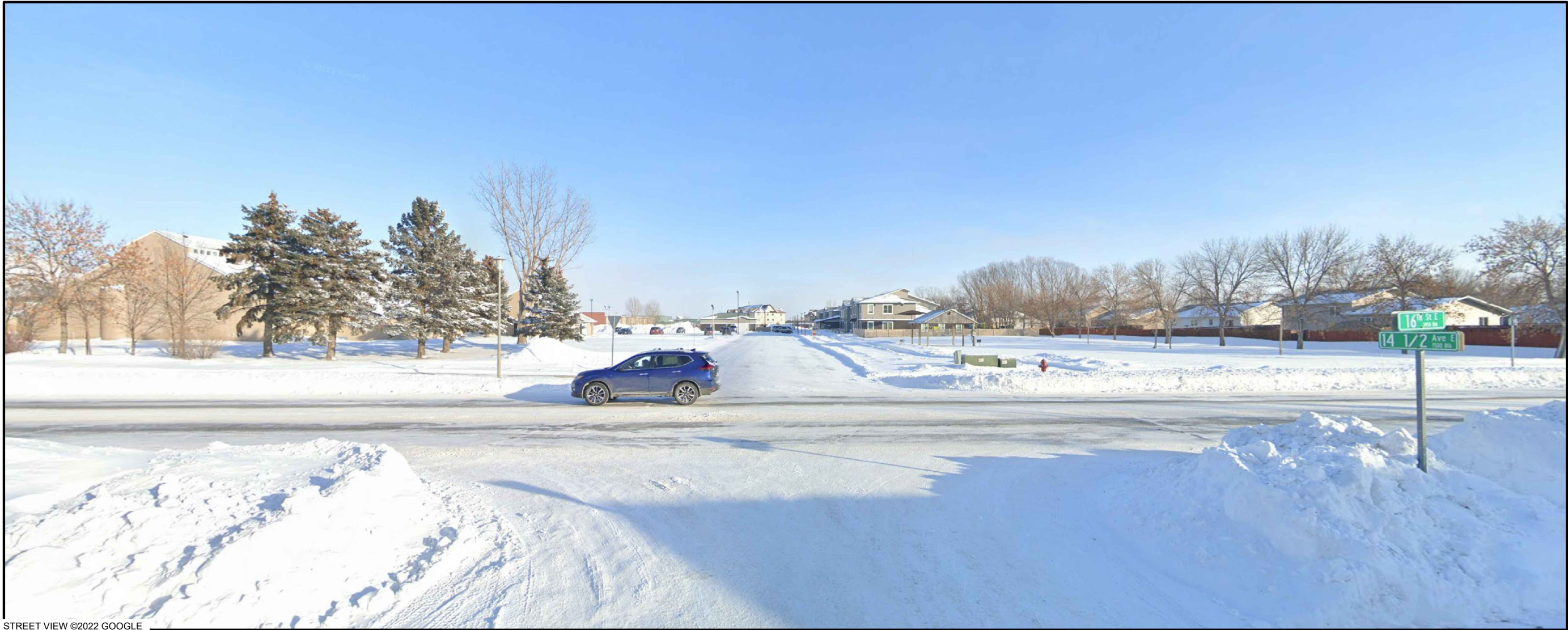
FAR
HALFWAY

16TH STREET EAST
WEST FARGO, ND 58078

SHEET CONTENTS:
PHOTO SIMULATION

DRAWN BY: MJS
CHECKED BY: JP/TJR
v.1 12-16-22

PS-1B



STREET VIEW ©2022 GOOGLE

1 EXISTING PHOTO

NOT FOR
CONSTRUCTION

DESIGN1
9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-9299
WWW.DESIGN1EP.COM

verizon
10801 BUSH LAKE ROAD
BLOOMINGTON, MN 55438
(952) 946-4700

PROJECT
20161382772
LOC. CODE: 414478

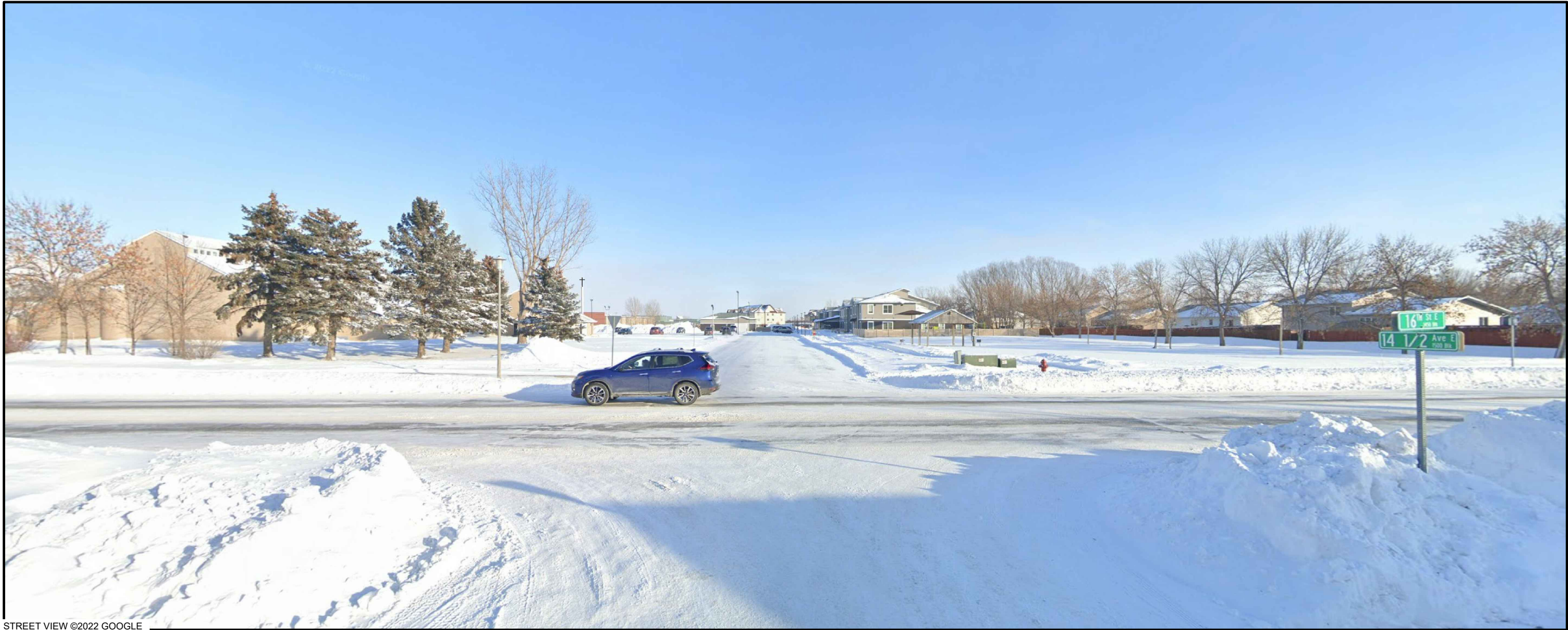
FAR
HALFWAY

16TH STREET EAST
WEST FARGO, ND 58078

SHEET CONTENTS:
PHOTO SIMULATION

DRAWN BY: MJS
CHECKED BY: JP/TJR
v.1 12-16-22

PS-2A



STREET VIEW ©2022 GOOGLE

1

PROPOSED IMAGE

NOT FOR
CONSTRUCTION

DESIGN
1

9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-9299
WWW.DESIGN1EP.COM

verizon

10801 BUSH LAKE ROAD
BLOOMINGTON, MN 55438
(952) 946-4700

PROJECT
20161382772
LOC. CODE: 414478

FAR
HALFWAY

16TH STREET EAST
WEST FARGO, ND 58078

SHEET CONTENTS:
PHOTO SIMULATION

DRAWN BY: MJS
CHECKED BY: JP/TJR
v.1 12-16-22

PS-2B



STREET VIEW ©2022 GOOGLE

1 EXISTING PHOTO

NOT FOR
CONSTRUCTION

DESIGN1
9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-9299
WWW.DESIGN1EP.COM

verizon
10801 BUSH LAKE ROAD
BLOOMINGTON, MN 55438
(952) 946-4700

PROJECT
20161382772
LOC. CODE: 414478

FAR
HALFWAY

16TH STREET EAST
WEST FARGO, ND 58078

SHEET CONTENTS:
PHOTO SIMULATION

DRAWN BY: MJS
CHECKED BY: JP/TJR
v.1 12-16-22

PS-3A



STREET VIEW ©2022 GOOGLE

1 PROPOSED IMAGE

NOT FOR
CONSTRUCTION

DESIGN
1
9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-9299
WWW.DESIGN1EP.COM

verizon
10801 BUSH LAKE ROAD
BLOOMINGTON, MN 55438
(952) 946-4700

PROJECT
20161382772
LOC. CODE: 414478

FAR
HALFWAY

16TH STREET EAST
WEST FARGO, ND 58078

SHEET CONTENTS:
PHOTO SIMULATION

DRAWN BY: MJS
CHECKED BY: JP/TJR
v.1 12-16-22

PS-3B



October 31, 2023

City of West Fargo
Planning and Zoning Department
800 4th Avenue E., Suite 1
West Fargo, ND 58078

**RE: Proposed Verizon Wireless Communications Facility (Verizon Reference: "FAR Halfway")
Cass County Parcel #02-2965-00040-000 | 1402 16th Street E; West Fargo, ND 58078**

Dear Sir or Ma'am,

We write to inform you that Verizon Wireless has performed a radio frequency (RF) compliance pre-construction evaluation for the above-described proposed site and based on the result of the evaluation, the site will be compliant with FCC Guidelines.

The FCC has established safety rules relating to potential RF exposure from cell sites. The rules are codified at 47 C.F.R. § 1.1310. The FCC provides guidance on how to ensure compliance with its rules in the FCC Office of Engineering and Technology Bulletin 65 (available at https://transition.fcc.gov/Bureaus/Engineering_Technology/Documents/bulletins/oet65/oet65.pdf). The FCC developed the RF standards, known as Maximum Permissible Exposure (MPE) limits, in consultation with numerous other federal agencies, including the Environmental Protection Agency, the Food and Drug Administration, and the Occupational Safety and Health Administration. The FCC provides information about the safety of radio frequency (RF) emissions from cell towers on its website at: <https://www.fcc.gov/engineering-technology/electromagnetic-compatibility-division/radio-frequency-safety/faq/rf-safety>.

Please refer to the FCC Office of Engineering and Technology Bulletin 65 and the attached Verizon Wireless RF Brochure for information on RF exposure guidelines, RF safety, and landlord responsibilities. Questions related to compliance with federal regulations should be directed to VZWRFCCompliance@VerizonWireless.com

Please contact your local Verizon Wireless resource below if you have additional site-specific questions

Contact Name	Contact Email	Contact Phone
Shady Hanna	Shady.hanna@verizonwireless.com	612-619-1849

Sincerely,

Print Name: Shady Hanna

Title: RF Engineer

Date: 10-31-2023



October 31, 2023

City of West Fargo
Planning and Zoning Department
800 4th Avenue E., Suite 1
West Fargo, ND 58078

**RE: Proposed Verizon Wireless Communications Facility (Verizon Reference: "FAR Halfway")
Cass County Parcel #02-2965-00040-000 | 1402 16th Street E; West Fargo, ND 58078**

Dear Sir or Ma'am,

Pursuant to City of West Fargo County Zoning Ordinance Section 4-449.16.a.4 (Wireless Telecommunications, Additional Submittal Requirements), the steps taken by Verizon Wireless concerning interference to existing telecommunications devices, services and/or established public safety telecommunications related to Verizon's proposed facility are detailed herein.

Verizon provides Commercial Mobile Radio Services (CMRS) under licenses granted by the Federal Communication Commission (FCC). Pursuant to these licenses, Verizon is authorized to operate its CMRS network in many geographic areas throughout the nation, including the above noted location.

The FCC exclusively regulates all technical aspects of Verizon operations and network and preempts all state and local regulation of radiofrequency transmissions. The FCC rules protect co-channel and adjacent licensees against harmful interference.

The above noted proposed Verizon facility is compliant with all applicable FCC requirements. The points below cover Verizon's practices pertinent to complying with the FCC requirements:

1. Verizon locates its transmitting antenna(s) in order to maximize vertical and horizontal separation from other operator's systems to minimize interference potential.
2. All equipment at the proposed facility is designed and certified to operate within the frequencies licensed to Verizon by the FCC, and to operate in a manner approved by the FCC.
3. The power levels generated by the facility's radios and corresponding effective radiated power (ERP) from the transmitting antenna(s) are within the limitations specified by Part 22 (for cellular), Part 24 (for PCS), Part 27 (for 700 MHz, AWS or C-Band), Part 96 (for CBRS), Part 30 (UMFUS/mmWave) or Part 101 (for microwave) of the Commission's Rules.

Verizon is committed to providing state of the art wireless services that benefit your community. In the unlikely event that interference does occur, Verizon agrees to fully cooperate with the entity experiencing interference to identify and correct, to the extent reasonably possible, any issues caused by the Verizon installation.

Please contact your local Verizon resource below if you have additional site-specific questions.

Contact Name	Contact Email	Contact Phone
Shady Hanna	Shady.hanna@verizonwireless.com	612-619-1849

Sincerely,


 Print Name: Shady Hanna
 Title: RF Engineer
 Date: 10-31-2023



October 31, 2023

City of West Fargo
Planning and Zoning Department
800 4th Avenue E., Suite 1
West Fargo, ND 58078

RE: Proposed Verizon Wireless Communications Facility (Verizon Reference: "FAR Halfway")
Cass County Parcel #02-2965-00040-000 | 1402 16th Street E; West Fargo, ND 58078

Dear Sir or Ma'am,

Pursuant to City of West Fargo County Zoning Ordinance Section 4-449.4.a (Wireless Telecommunications, Co-Location Requirement), please accept this letter detailing why Verizon Wireless is not able to locate its new planned equipment on any existing tower, improved tower or building within a "reasonable" radius of the proposed tower:

- 1) The nearest collocate-able structure is an existing tower at 4417 13th Avenue S; Fargo, ND. However, being 0.6 mile from the proposed new site, it is too far away to provide Verizon's desired coverage in the vicinity of the new site.

Please contact your local Verizon resource below if you have additional site-specific questions.

Contact Name	Contact Email	Contact Phone
Shady Hanna	Shady.hanna@verizonwireless.com	612-619-1849

Sincerely,

Print Name: Shady Hanna

Title: RF Engineer

Date: 10-31-2023

LESSEE PREMISES DESCRIPTION

That part of Lot 3, Block 2 of TINTES LAND CO. FIFTEENTH ADDITION to the City of West Fargo, Cass County, North Dakota described as follows:

Commencing at the northeast corner of Lot 2 of said Block 2; thence South 88 degrees 23 minutes 35 seconds West, an assumed bearing on the north line of said Lot 2, 35.00 feet; thence South 02 degrees 09 minutes 40 seconds East, parallel with and 35.00 feet westerly of the east line of said Lot 2, a distance of 225.18 feet to the north line of said Lot 3, thence continuing South 02 degrees 09 minutes 40 seconds East, parallel with and 35.00 feet westerly of the east line of said Lot 3, a distance of 46.00 feet to a point hereinafter referred to as POINT "A" and the point of beginning; thence South 88 degree 23 minutes 35 seconds West, parallel with said north line, 31.15 feet; thence North 01 degree 36 minutes 24 seconds West, 46.00 feet to said north line of Lot 3; thence North 88 degree 23 minutes 35 seconds East, on said north line, 30.71 feet; thence South 02 degrees 09 minutes 40 seconds East, parallel with and 35.00 feet westerly of the east line of said Lot 3, a distance of 46.00 feet to the point of beginning.

Containing 1,423 square feet, more or less.

LESSEE 20' ACCESS EASEMENT DESCRIPTION

A strip of land 20.00 feet wide, in part of Lots 1 and 3, Block 2 of TINTES LAND CO. FIFTEENTH ADDITION to the City of West Fargo, Cass County, North Dakota, the left sideline of which, looking in the direction of the traverse, being described as follows:

Commencing at the northeast corner of Lot 2, of said Block 2; thence South 88 degrees 23 minutes 35 seconds West, an assumed bearing on the north line of said Lot 2, a distance of 210.23 feet to the northeast corner of said Lot 1 and the point of beginning; thence South 02 degrees 09 minutes 40 seconds East on the east line of said Lot 1, a distance of 225.18 feet to the southeast corner of said Lot 1; thence continuing South 02 degrees 09 minutes 40 seconds East, on the southerly extension of said east line, 20.00 feet; thence North 88 degrees 23 minutes 35 seconds East, parallel with the north line of said Lot 3, a distance of 144.33 feet to the west line of the hereinbefore described "LESSEE PREMISES" and there terminating.

The sidelines of said strip shall be prolonged or shortened so as to begin on the north line of said Lot 1, meet at angle points, and terminate on the west line of said "LESSEE PREMISES".

Containing 8,188 square feet, more or less.

LESSEE 10' UTILITIES EASEMENT DESCRIPTION

A strip of land 10.00 feet wide, in part of Lots 2 and 3, Block 2 of TINTES LAND CO. FIFTEENTH ADDITION to the City of West Fargo, Cass County, North Dakota, the Westerly sideline being described as follows:

Beginning at the hereinbefore described, "POINT A"; thence North 02 degrees 09 minutes 40 seconds West, parallel with and 35.00 feet westerly of the east line of said Lots 2 and 3, a distance of 271.18 feet to the north line of said Lot 2 and sideline there terminating.

The sidelines of said strip shall be prolonged or shortened so as to begin on a line which bears North 88 degrees 23 minutes 35 seconds East, passing through the point of beginning, and terminate on the north line of said Lot 2.

Containing 2,712 square feet, more or less.



October 31, 2023

City of West Fargo
Planning and Zoning Department
800 4th Avenue E., Suite 1
West Fargo, ND 58078

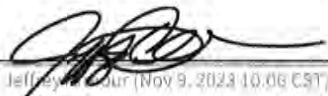
**RE: Proposed Verizon Wireless Communications Facility (Verizon Reference: "FAR Halfway")
Cass County Parcel #02-2965-00040-000 | 1402 16th Street E; West Fargo, ND 58078**

Dear Sir or Ma'am,

Pursuant to the City of West Fargo Zoning Ordinance Section 4-449.16.b, (Wireless Telecommunications, Additional Submittal Requirements), please accept this letter as confirmation that Verizon Wireless and its successors will allow for the shared use of the wireless communications tower proposed for construction on Cass County Parcel #02-2965-00040-000.

Thank you for your support of this project.

Sincerely,


Jeffrey S. Armour (Nov 9, 2023 10:06 CST)
Print Name: Jeffrey S. Armour
Title: Sr. Manager, Network Real Estate
Date: 10/31/2023

TOWAIR Determination Results

A routine check of the coordinates, heights, and structure type you provided indicates that this structure does not require registration.

*** NOTICE ***

TOWAIR's findings are not definitive or binding, and we cannot guarantee that the data in TOWAIR are fully current and accurate. In some instances, TOWAIR may yield results that differ from application of the criteria set out in 47 C.F.R. Section 17.7 and 14 C.F.R. Section 77.13. A positive finding by TOWAIR recommending notification should be given considerable weight. On the other hand, a finding by TOWAIR recommending either for or against notification is not conclusive. It is the responsibility of each ASR participant to exercise due diligence to determine if it must coordinate its structure with the FAA. TOWAIR is only one tool designed to assist ASR participants in exercising this due diligence, and further investigation may be necessary to determine if FAA coordination is appropriate.

DETERMINATION Results

PASS SLOPE(100:1): NO FAA REQ-RWY MORE THAN 10499 MTRS & 6960.71 MTRS (6.96070 KM) AWAY

Type	C/R	Latitude	Longitude	Name	Address	Lowest Elevation (m)	Runway Length (m)
AIRP	R	46-54-23.00N	096-48-40.00W	HECTOR INTL	CASS FARGO, ND	273.2	2743.5

PASS SLOPE(100:1): NO FAA REQ-RWY MORE THAN 10499 MTRS & 6838.79 MTRS (6.8388 KM) AWAY

Type	C/R	Latitude	Longitude	Name	Address	Lowest Elevation (m)	Runway Length (m)
AIRP	R	46-54-29.00N	096-48-59.00W	HECTOR INTL	CASS FARGO, ND	273.2	2743.5

PASS SLOPE(100:1)NO FAA REQ - 5296.0 Meters (17375.1 Feet)away & below slope by 24.0 Meters (78.7399 Feet)

Type	C/R	Latitude	Longitude	Name	Address	Lowest Elevation (m)	Runway Length (m)
AIRP	R	46-53-45.00N	096-55-7.00W	WEST FARGO MUNI	CASS FARGO, ND	272.8	1005.8

Your Specifications

NAD83 Coordinates

Latitude	46-51-36.4 north
Longitude	096-52-21.5 west

Measurements (Meters)

Overall Structure Height (AGL)	26.8
Support Structure Height (AGL)	22.9
Site Elevation (AMSL)	274.9

Structure Type

MTOWER - Monopole

Tower Construction Notifications

Notify Tribes and Historic Preservation Officers of your plans to build a tower.

CLOSE WINDOW

November 15, 2023

City of West Fargo
Planning and Zoning Department
800 4th Avenue E., Suite 1
West Fargo, ND 58078

**RE: Proposed Verizon Wireless Communications Facility (Verizon Reference: "FAR Halfway")
Cass County Parcel #02-2965-00040-000 | 1402 16th Street E; West Fargo, ND 58078**

Dear Sir or Ma'am,

FAR HALFWAY is slated to offload the existing macro sites **FAR BLUE RAY & FAR MAPLEWOOD** and to improve coverage in the residential areas there. This site is being placed very close to the majority of the capacity demand of condos, restaurants and parks that is busy with lots of businesses and it will serve a big geographic footprint. Due to the nature of the surrounding area, a macro will be a far more effective offload solution than a small cell at this time. If we do not proceed with this effectively placed site, we will instead require a far greater number of ineffectively placed new builds or small cells.

Please contact your local Verizon Wireless resource below if you have additional site-specific questions.

Contact Name	Contact Email	Contact Phone
Shady Hanna	Shady.hanna@verizonwireless.com	612-619-1849

Sincerely,
Shady Hanna
RF Engineer
Verizon

From: [wanda Evin](#)
To: [Leslie McGillivray-Rivas](#)
Subject: wireless telecommunications tower
Date: Saturday, December 2, 2023 5:23:17 PM

I am writing to express my disapproval of the proposed permit for a wireless telecommunications tower by Lutheran Church of the Cross. There is no need for a tower to be placed in a residential area----period. The city of Fargo and West Fargo have multiple industrial areas where people don't have homes. On average cell towers (within 1,000 feet) of homes reduce home values by 15%. Besides our home value decreasing, there are also health risks. Effects that have been documented as of 2020/23 are increased cancer risk, headaches, sleep issues, and genetic damage to name a few. The distance needed to reduce exposure down to the General Public Precautionary Level is 1320 feet, or a quarter of a mile. My question is why is this tower even being considered near residential homes? The answer, of course, is someone is profiting from this, and that would be the church. The church will be paid to have the tower on their property. I don't think any amount of money is worth the risk to people's health. Who knew a church would be a bad neighbor? Certainly not me. Is there anyone who has a home that would want a cell tower in their backyard knowing it will decrease their home value not to mention the health risks due to RF exposure. I sincerely hope people think of those questions when they are voting on this issue. Thank you for your time, Wanda Evin

Conditional Use Permit

State of North Dakota,
County of Cass,
City of West Fargo

WHEREAS, **Verizon Wireless (VAW) LLC** (hereinafter referred to as the “**Applicant**”) has paid the sum of two hundred and no/100 dollars (\$200.00) to the City of West Fargo, as required by the City of West Fargo Zoning Ordinance, and has complied with all the requirements of said ordinance necessary for obtaining this permit; and

WHEREAS, the **Lutheran Church of the Cross** (hereinafter referred to as the “**Owner**”) is the legal owner of property located at 1402 & 1420 16th Street East, West Fargo, ND 58078, legally described as:

Lots 1-3, Block 2 of Tintes Land Company 15th Addition

(hereinafter referred to as the “**Property**”).

NOW, THEREFORE, by order of the West Fargo City Commission, the said Applicant is hereby issued a Conditional Use Permit to:

Construct a stealth wireless telecommunications tower at a church in an R-3 residential zoning district.

on the above-described Property with the following conditions:

1. The tower is constructed as a stealth tower according to plans approved by the City of West Fargo at the City Commission meeting on January 8, 2024.
2. The required engineering report demonstrating structural and electrical standards will be submitted prior to issuance of a building permit.
3. The tower must comply in all respects with the Wireless Telecommunications (Section 4-449) of the City Ordinances, which includes the requirements for co-location of at least one other user.
4. The City of West Fargo reserves the right to inspect the Property for compliance with these conditions.
5. Any and all claims that arise or may arise against Applicant, 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, Applicant, 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 attorneys’ 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 or City actions related to the granting of this Conditional Use Permit.

6. Any improvements made to the property in connection with this Conditional Use Permit shall be at the sole expense of the Owner and shall not be the obligation of the City.
7. If Applicant fails to observe the terms and conditions of this Conditional Use Permit, the City may revoke this Conditional Use Permit. In such an event, the City will give owner at least a ten (10) day notice of a revocation hearing for the Conditional Use Permit stating the time, place and purpose of such hearing. Upon such hearing, the City may revoke this Conditional Use Permit. If this Conditional Use Permit is revoked, the Owner shall remove the Wireless Telecommunications Tower and all structures and equipment affiliated with its operation from the Property by the date stated by the City Commission at the hearing. Applicant shall pay reasonable attorney's fees and court costs associated with the City's enforcement of the terms of this Conditional Use Permit.
8. This Conditional Use Permit will not be in effect until such time as:
 - a) it is executed and recorded with Cass County; and
 - b) the City of West Fargo is provided with recording information.
9. The obligations herein shall run with the Property and shall bind the Applicant, the Owner, and their successors and assigns.
10. Each provision, section, sentence, clause, phrase, and word of this Conditional Use Permit 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 Conditional Use Permit.
11. The Applicant acknowledges receipt of this Conditional Use Permit and agrees to its terms and conditions.

Dated this ____ day of _____, 20__.

APPLICANT:

VERIZON WIRELESS (VAW) LLC

Its: _____

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this ____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____, known to me to be the _____ of Verizon Wireless (VAW) LLC, that is described in and who executed the above and foregoing document and acknowledged to me that he executed the same on behalf of Verizon Wireless (VAW) LLC.

[SEAL]

Notary Public

Dated this ____ day of _____, 20__.

CITY OF WEST FARGO:

Bernie L. Dardis, President of the Board of
City Commissioners

Dustin T. Scott, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this ____ day of _____, 2024_, 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 he executed the same on behalf of the City of West Fargo.

[SEAL]

Notary Public

Dated this ____ day of _____, 2024_.

**WEST FARGO
PLANNING & ZONING DEPARTMENT:**

Aaron Nelson, AICP, Director of
Planning and Zoning

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this ____ day of _____, 2024_, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Aaron Nelson, known to me to be the Director of West Fargo Planning and Zoning, that is described in and who executed the above and foregoing document and acknowledged to me that he executed the same on behalf of said West Fargo Planning and Zoning.

[SEAL]

Notary Public

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Aaron Nelson
2. PHONE NUMBER: 515-5370 DATE: January 8, 2024
3. AGENDA TITLE:
A23-4 Sandhills 6th Addition, Approval of Second Reading of Rezone Ordinance and Final Plat
4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
Approve second reading of the rezone ordinance and final plat 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:
Approve second reading of rezone ordinance and final plat for Sandhills 6th Addition, including associated agreements and land purchase for regional stormwater ponds.

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 (Approval)
2 nd Reading and Final Plat Approval:	1-8-2024

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.

STAFF REPORT

- 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.

STAFF REPORT

- 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.
----------	--

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

STAFF REPORT

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

STAFF REPORT

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

STAFF REPORT

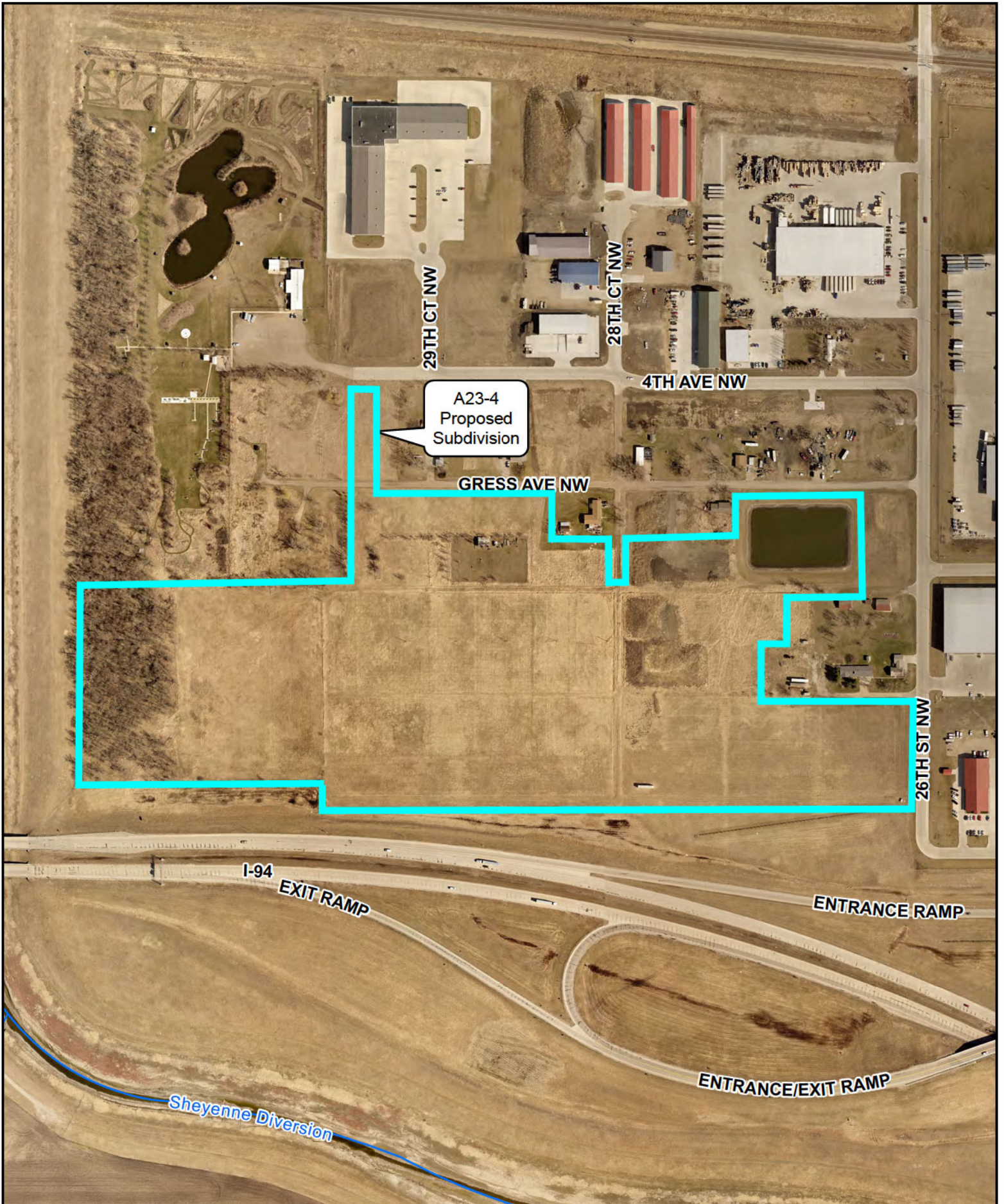
Agreement and Subdivision Development Agreement are submitted prior to final consideration by the City Commission, outlining such details.

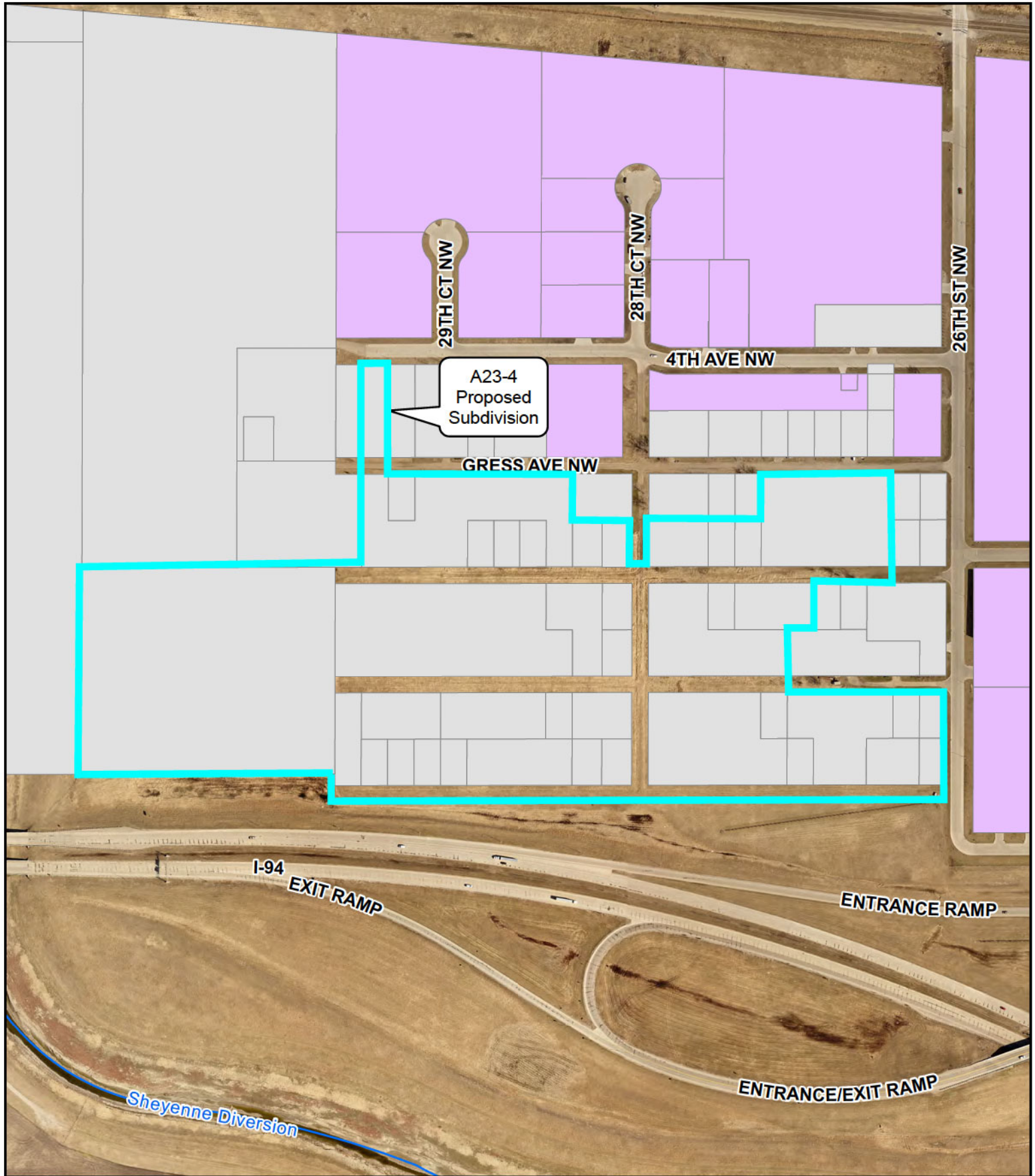
RECOMMENDATION:

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
- Applicant's Project Narrative
- Applicant's Purchase Negotiation Narrative
- 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

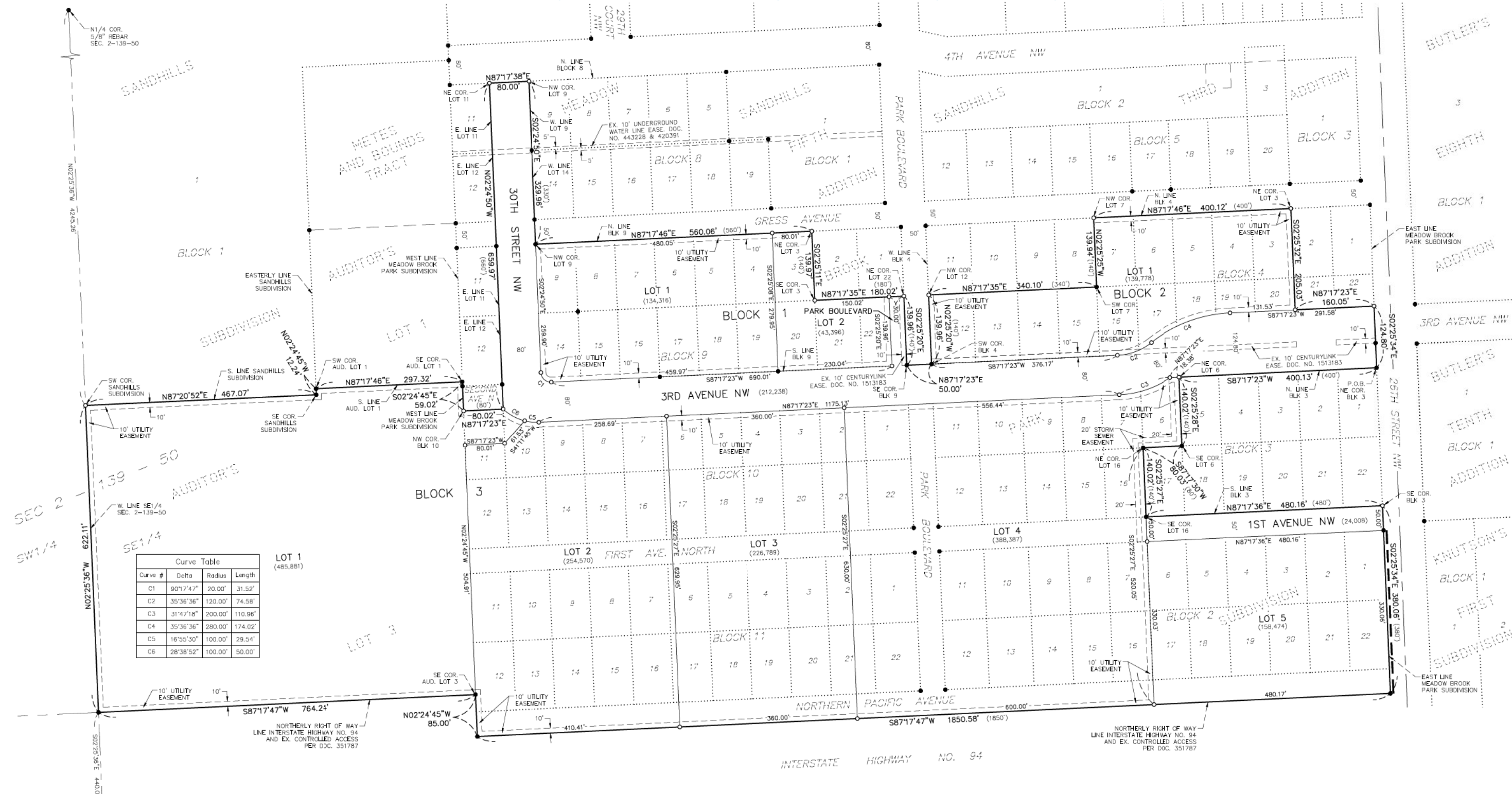
- R-1SM: Mixed One and Two Family Dwelling
- R-2: Limited Multiple Dwelling
- R-3: Multiple Dwelling
- R-4: Mobile Home
- R-5: Manufactured Home Subdivision
- R-1E: Rural Estate
- R-R: Rural Residential



0 250 500 US Feet

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**
- RIGHT OF WAY EASEMENT TO CASS COUNTY ELECTRIC COOPERATIVE, INC., RECORDED AS DOCUMENT NO. 422121.
 - 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. 422124.
 - RIGHT OF WAY EASEMENT TO CASS COUNTY ELECTRIC COOPERATIVE, INC., RECORDED AS DOCUMENT NO. 422126.
 - RIGHT OF WAY EASEMENT TO CASS COUNTY ELECTRIC COOPERATIVE, INC., RECORDED AS DOCUMENT NO. 461991.

- NOTES:**
- THE TOTAL AREA OF DEDICATED ROADS IS 236,246 SQUARE FEET OR 5.42 ACRES.
 - 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
 - POINT OF BEGINNING
 - 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 NORTHEAST 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

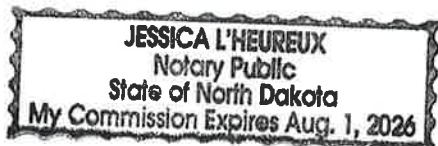
On this 30th day of November, 2023, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Austin J. Morris, known to me to

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

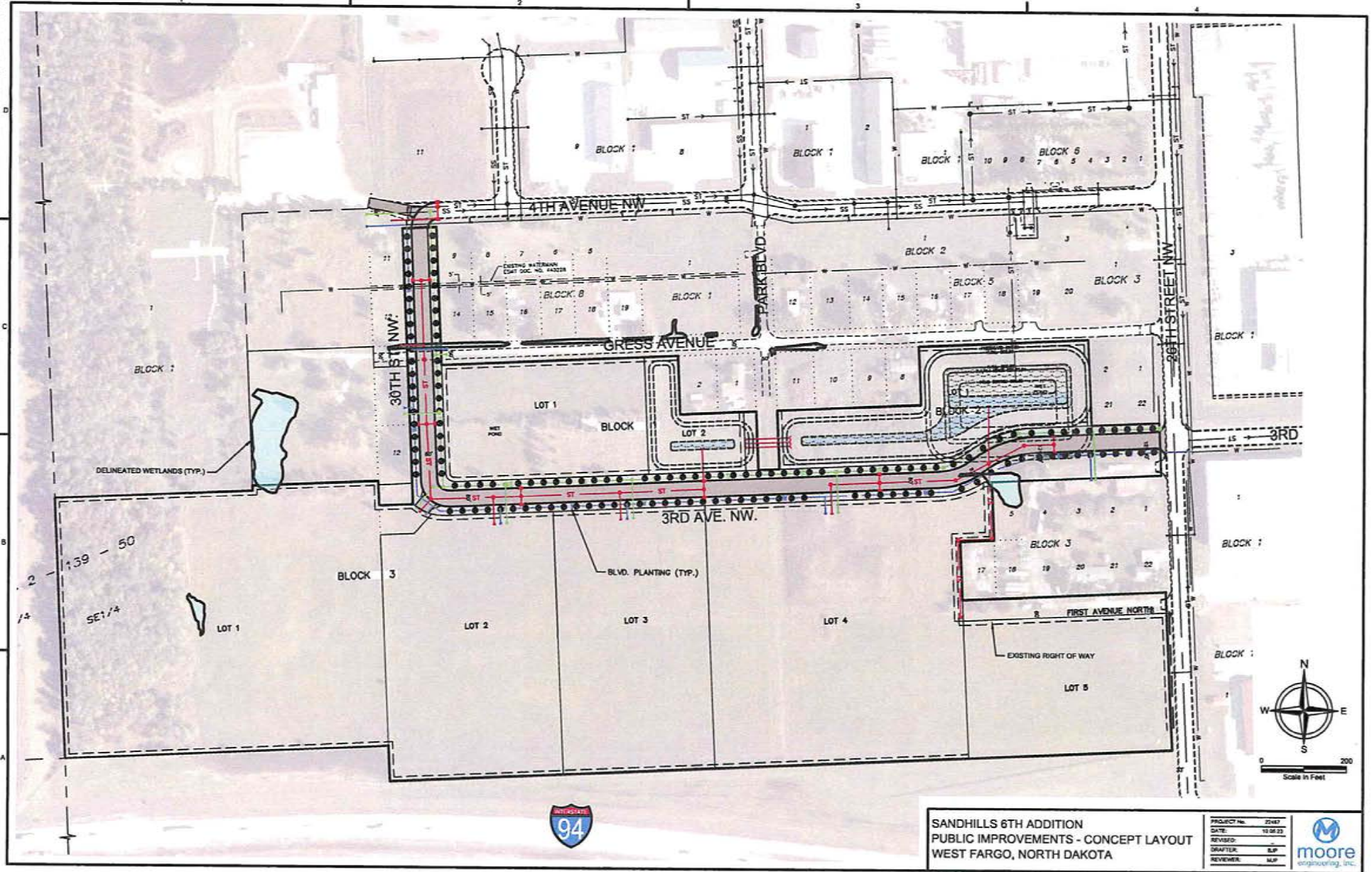
SELLER:

Ocho Indy, LLC

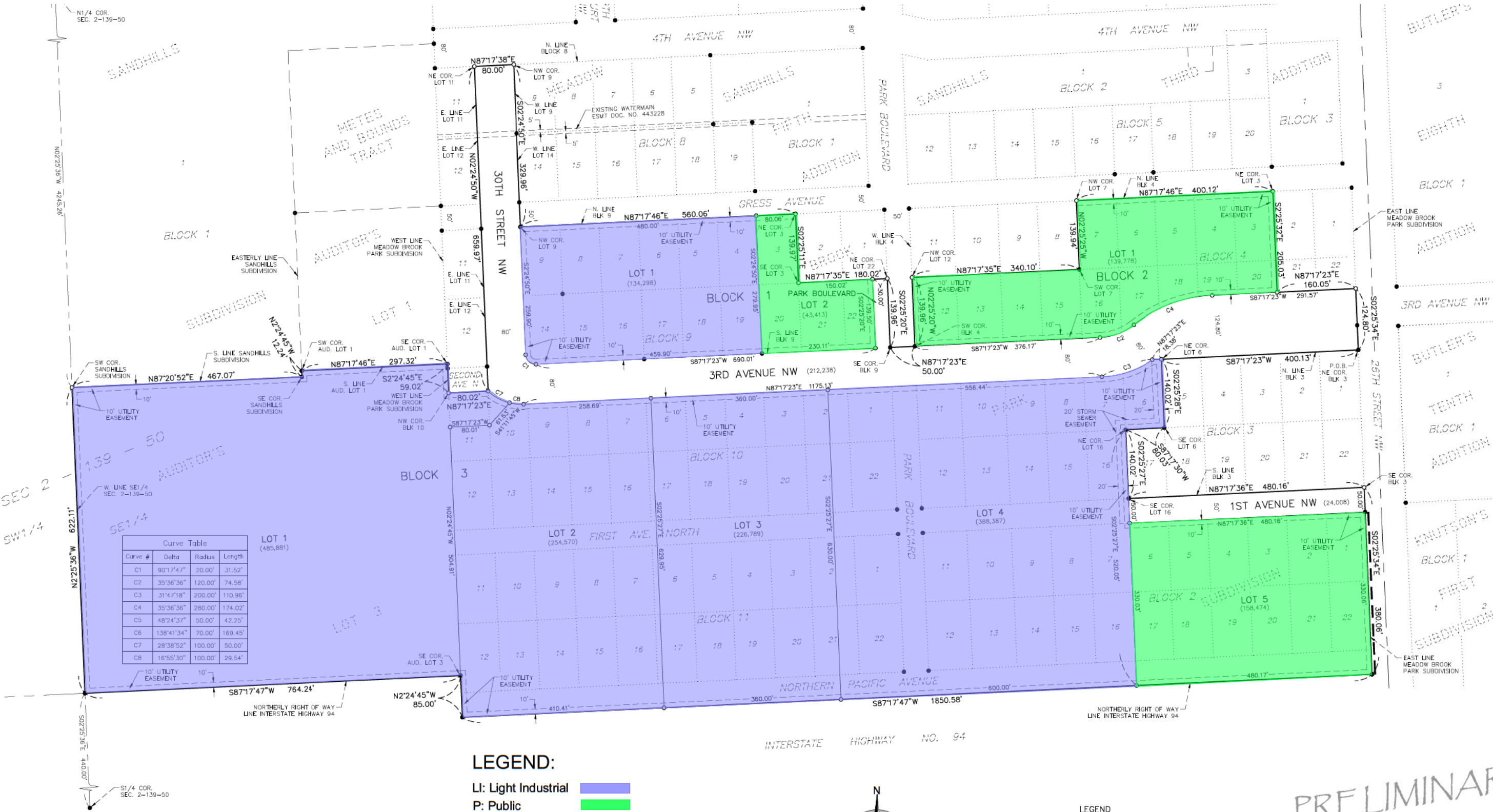
By: BAM Holdings, LLP, its Manager

By: 
Austin J. Morris, Partner

FILE LOCATION: R:\Projects\20002\4002346\PC\PL\PRESENTATION\2021003_UPDATED\POWD.dwg



PLAT OF SANDHILLS SIXTH ADDITION
PROPOSED ZONING EXHIBIT



EASEMENT OF RECORD

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

NOTES:

- 1. 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.
- 2. 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
- P.O.B. (62,999)
- 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

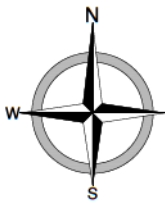


LEGEND:

- 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

INTERSTATE HIGHWAY NO. 94



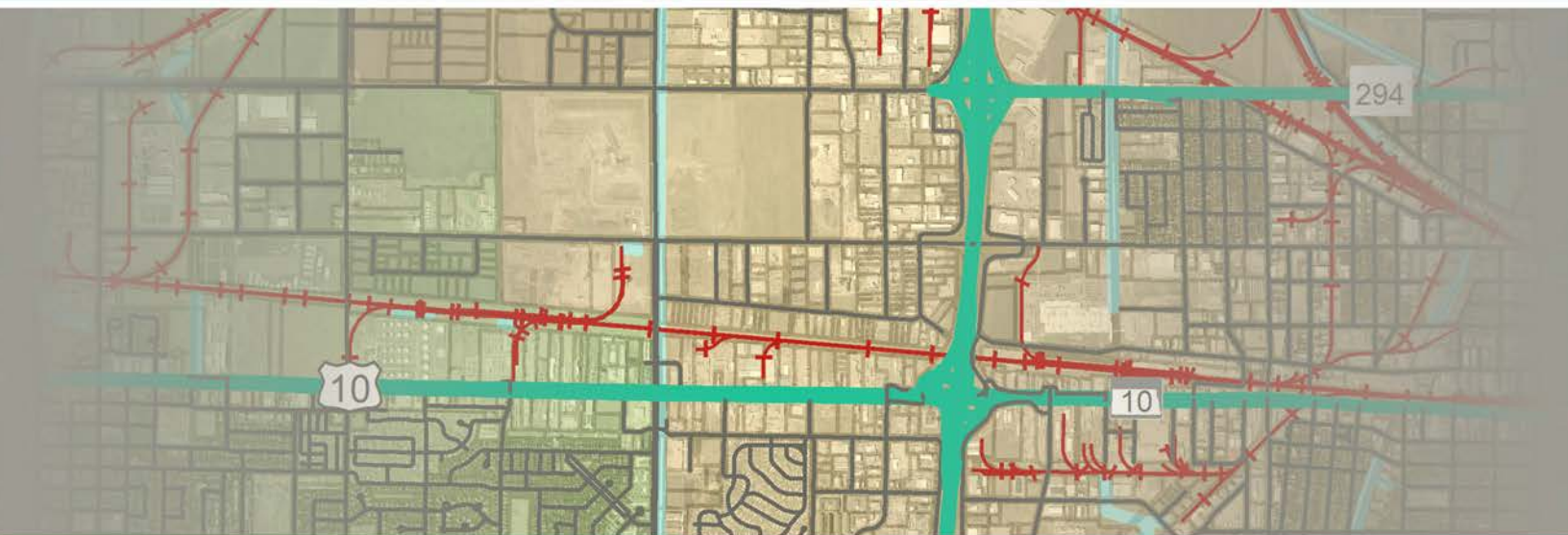
- LEGEND
- IRON MONUMENT FOUND
 - SET 5/8"x18" REBAR WITH YELLOW PLASTIC CAP #6571
 - P.O.B. (62,999)
 - LOT AREA IN SQUARE FEET
 - ACCESS CONTROL
 - PLAT BOUNDARY LINE
 - LOT LINE
 - EASEMENT LINE
 - EXISTING LOT LINE
 - QUARTER SECTION LINE
 - EXISTING TRACT LINE

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.

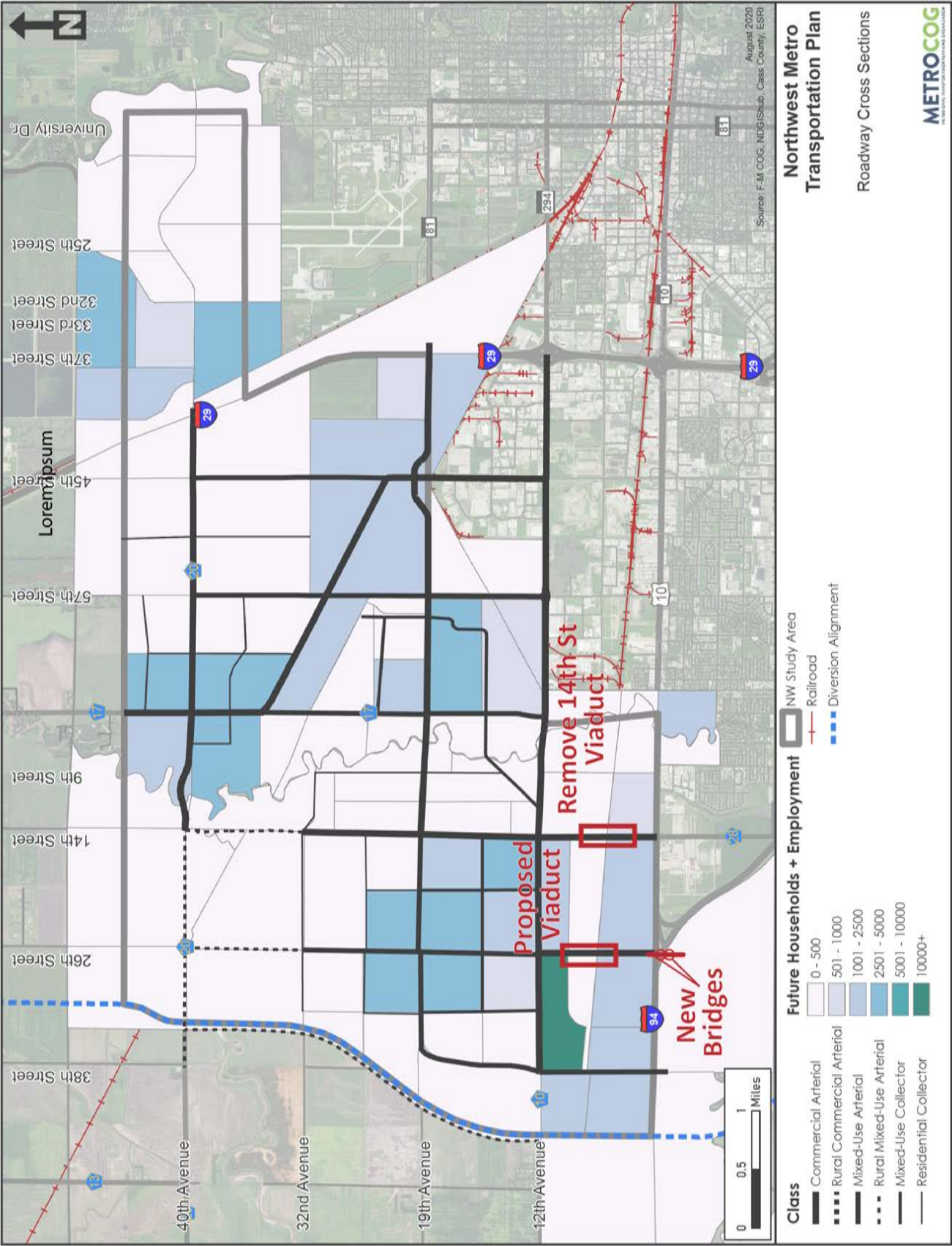


Figure 61 – Southwest Gateway Concept Option 1 Network Revisions

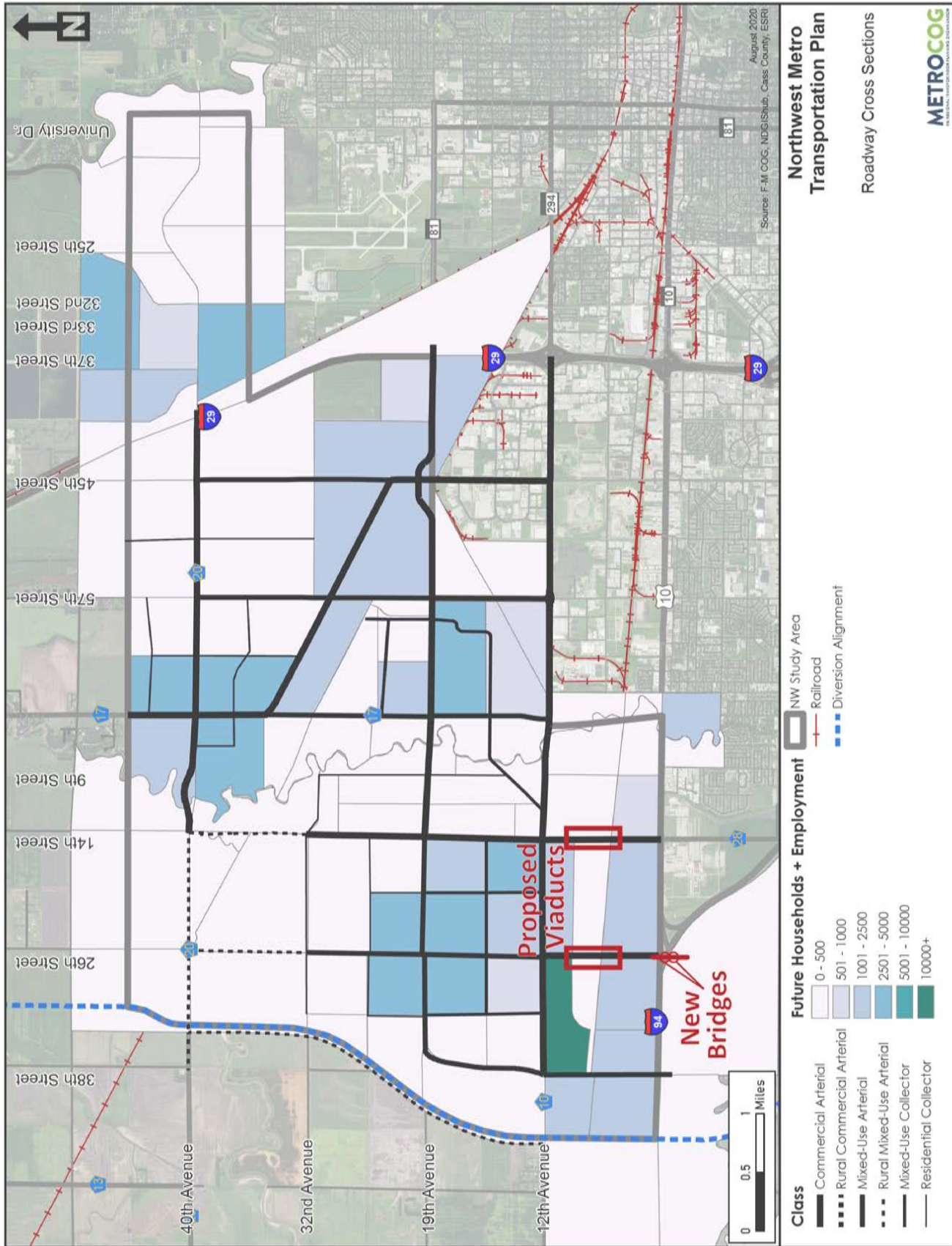


Figure 62 – Southwest Gateway Concept Option 2 Network Revisions

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.

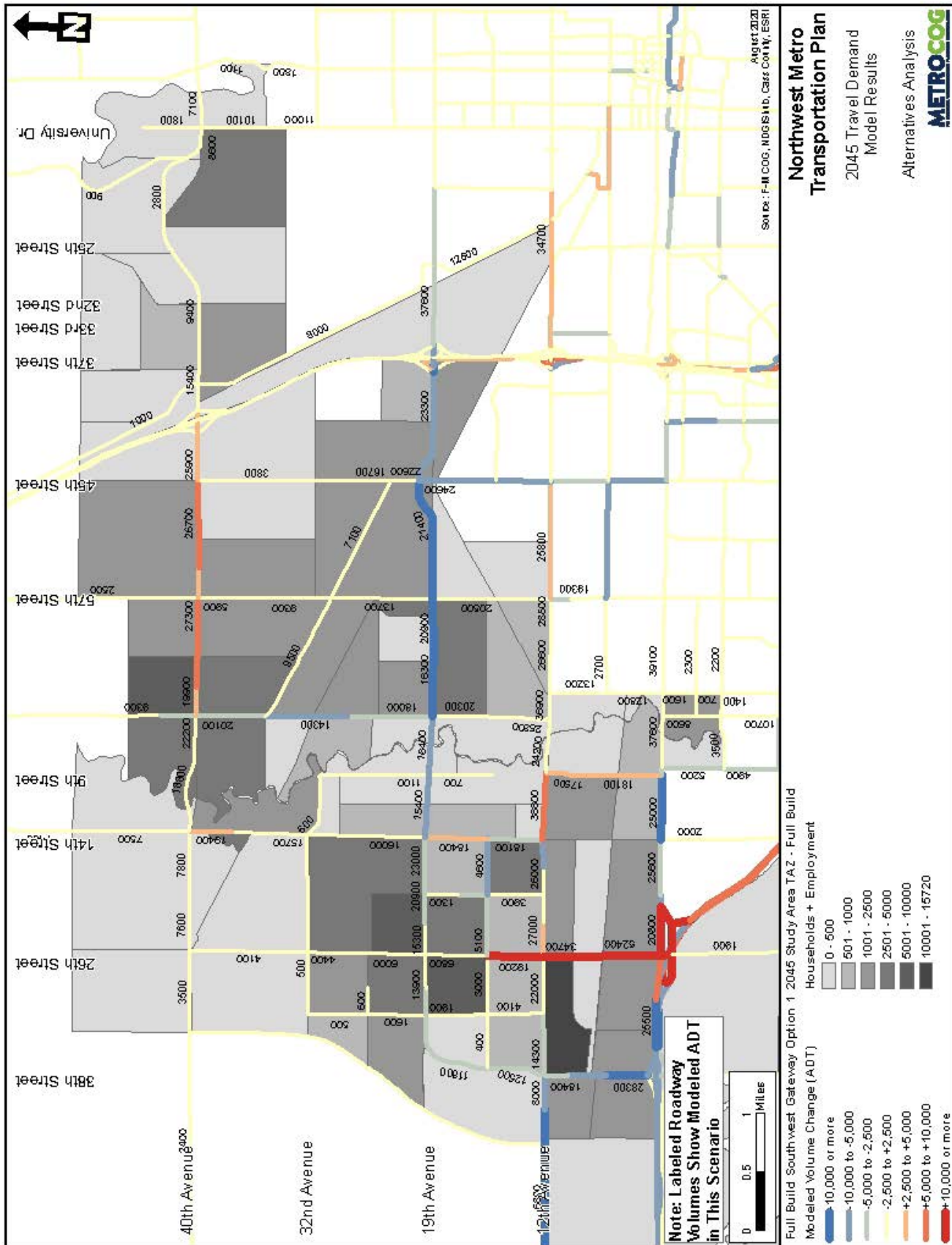


Figure 65 – Southwest Gateway Option 1 Modeled Traffic Volume Changes for Full Build



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

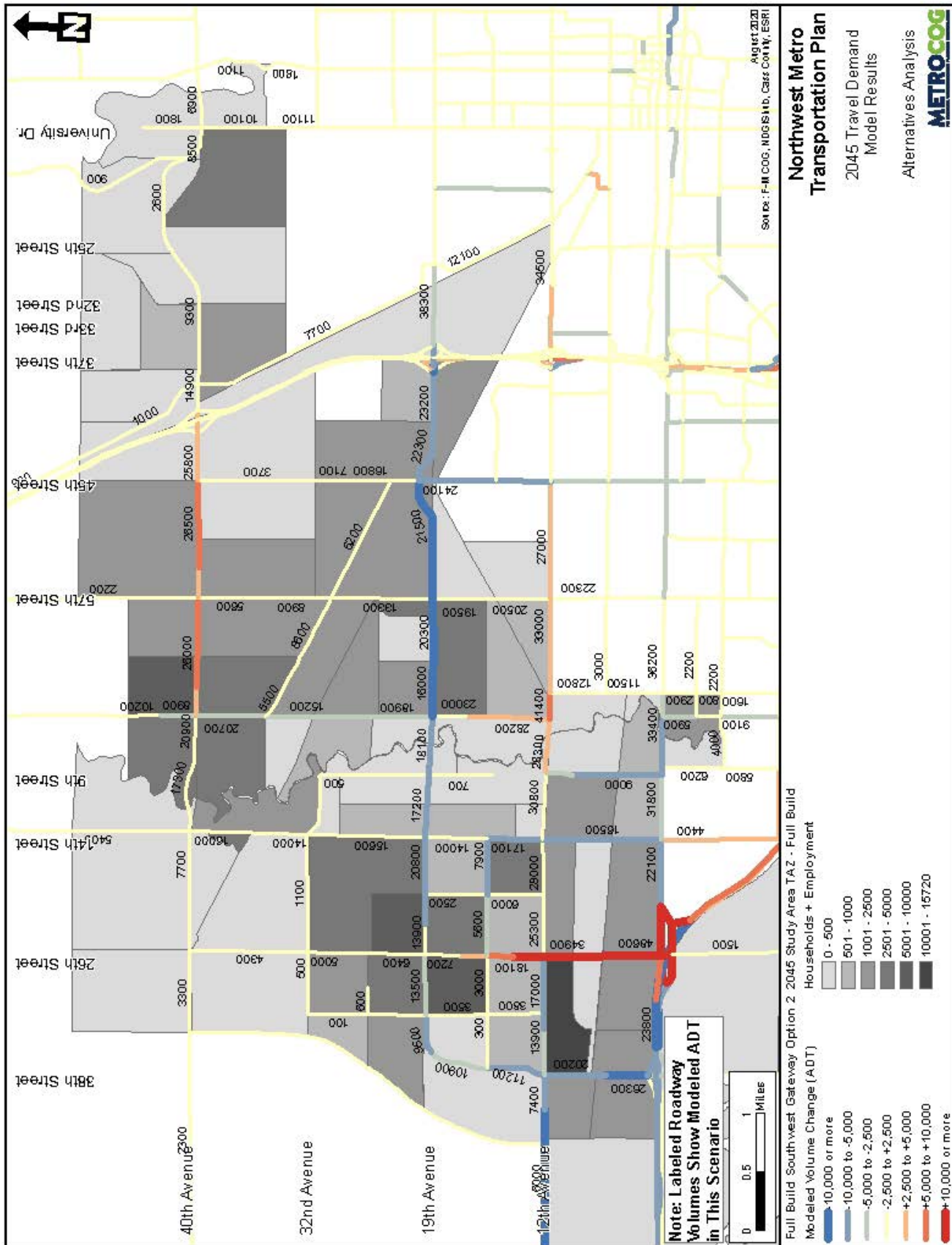


Figure 67 – Southwest Gateway Option 2 Modeled Traffic Volume Changes for Full Build

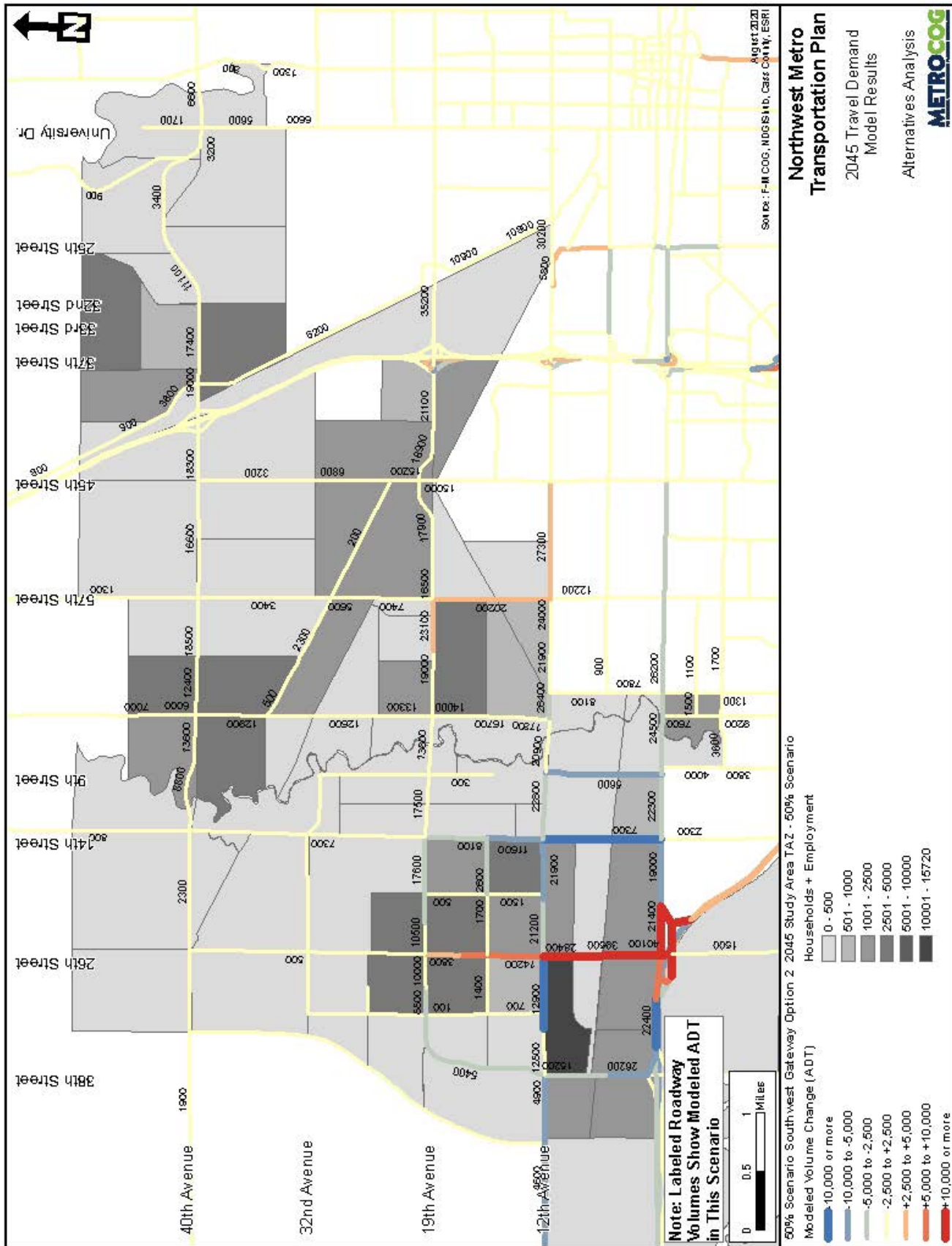


Figure 68 – Southwest Gateway Option 2 Modeled Traffic Volume Changes for 50 Percent Build

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

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.

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.pdf>

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.

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 *

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

•

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.

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.

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Aaron Nelson
2. PHONE NUMBER: 515-5370 DATE: January 8, 2024
3. AGENDA TITLE:
A23-17 Sandhills 7th Addition, Approval of Second Reading of Rezone Ordinance and Final Plat
4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
Approve second reading of the rezone ordinance and final plat 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:
Approve second reading of rezone ordinance and final plat for Sandhills 7th Addition, including associated agreements.

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 (Approval)
2 nd Reading and Final Plat Approval:	1-8-2024

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:

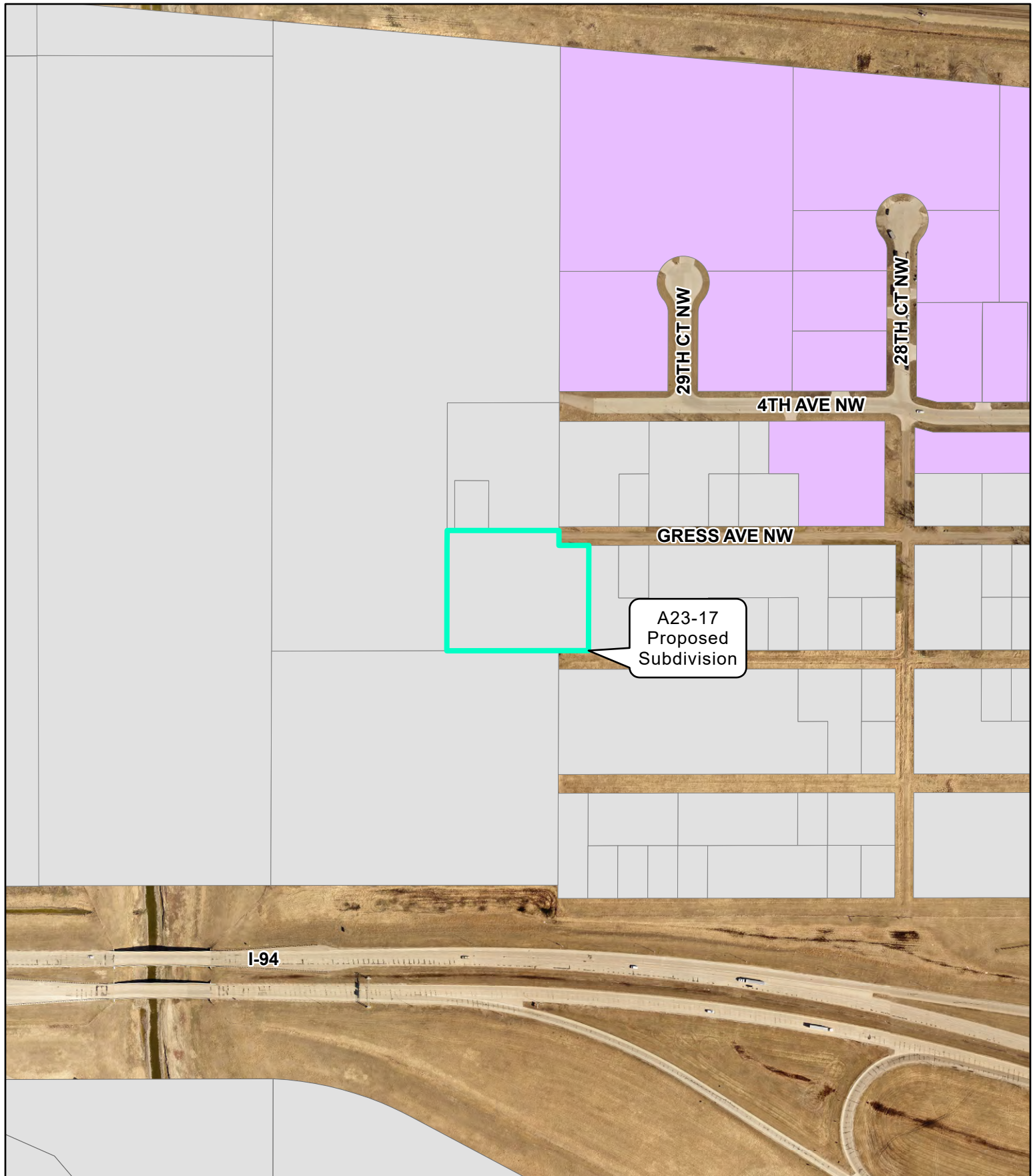
It is recommended that the City approve the proposed application on the basis that it is consistent with City plans and ordinances.

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



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

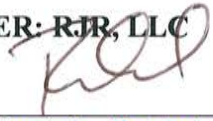
STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

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

DEVELOPER: ~~RJR, LLC~~

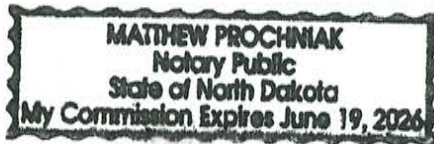
By: 
~~Ryan Rustad~~ Rustad

Its: Amer

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~~, 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

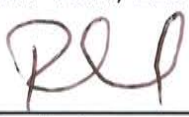
by all parties.

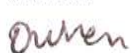
6. All parties agree that this Agreement will not be recorded, but it shall be the affirmative duty of the Developer to provide a copy of this Agreement to any successor, heir or assign.

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

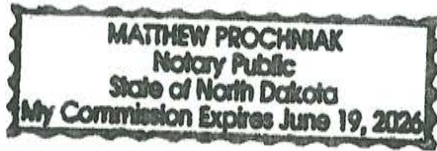
BY: 
Ryan Restad

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

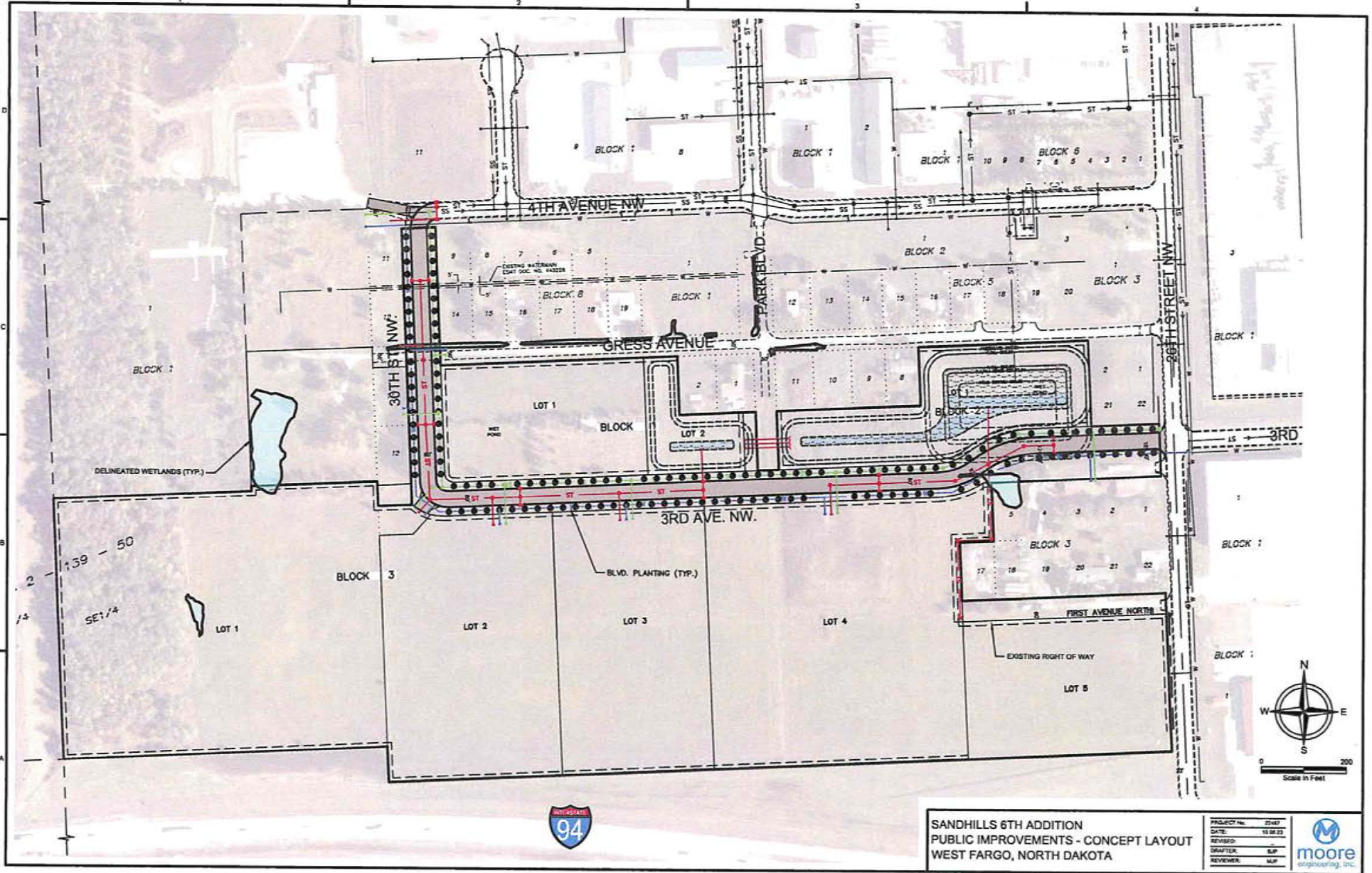
STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

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)

FILE LOCATION: R:\Projects\200024\002467\PC\W\PRESENTATION\202407\Plan-Sandhills_20231003_UPDATED.POD.dwg





**FEDERAL GRANT PROGRAM
PROCUREMENT POLICY**

City of West Fargo, North Dakota

Dated as of _____, 2024

TABLE OF CONTENTS

ARTICLE I. PURPOSE AND APPLICATION	1
SECTION 1.01 PURPOSE.....	1
SECTION 1.02 APPLICATION.....	1
ARTICLE II. DEFINITIONS.....	1
SECTION 2.01 DEFINITIONS.....	1
ARTICLE III. STANDARDS OF CONDUCT	1
SECTION 3.01 CONFLICT OF INTEREST.....	1
SECTION 3.02 GRATUITIES, FAVORS, AND ITEMS OF MONETARY VALUE.....	2
SECTION 3.03 ORGANIZATIONAL CONFLICT.....	2
SECTION 3.04 REPORTING.....	2
SECTION 3.05 INVESTIGATION	2
SECTION 3.06 DISCIPLINARY ACTIONS	2
ARTICLE IV. PRE-SOLICITATION.....	3
SECTION 4.01 PROCUREMENT OFFICER	3
SECTION 4.02 RECORDS	3
SECTION 4.03 CONTRACTS IN EXCESS OF \$250,000 USING FEDERAL FUNDS	3
SECTION 4.04 RFQ'S AND RFP'S.....	3
SECTION 4.05 SHARED SERVICES AND GOODS	3
SECTION 4.06 AFFIRMATIVE STEPS.....	4
SECTION 4.07 SOLID WASTE DISPOSAL ACT	4
ARTICLE V. SOLICITATION PROCEDURES	4
SECTION 5.01 FULL AND OPEN COMPETITION.....	4
SECTION 5.02 METHODS OF PROCUREMENT.....	5
ARTICLE VI. AWARD	8
SECTION 6.01 AWARDING CONTRACTS	8
SECTION 6.02 CONTRACT PRICING	9
ARTICLE VII. CONTRACT PROVISIONS.....	9
SECTION 7.01 CONTRACT PROVISIONS	9
ARTICLE VIII. CONTRACT ADMINISTRATION.....	12
SECTION 8.01 SYSTEMS.....	12
SECTION 8.02 SETTLEMENT OF ISSUES	12
ARTICLE IX. AWARDING AGENCY REVIEW	12
SECTION 9.01 TECHNICAL SPECIFICATIONS.....	12
SECTION 9.02 PROCUREMENT DOCUMENTS	12
SECTION 9.03 EXEMPT FROM REVIEW.....	13
ARTICLE X. BONDING REQUIREMENTS	13
SECTION 10.01 BONDING REQUIREMENTS.....	13

ARTICLE XI. PROTEST PROCEDURE.....	14
SECTION 11.01 STANDARDIZED PROCEDURES.....	14
ARTICLE XII. CHANGE IN LAW	14
SECTION 12.01 CHANGE IN LAW.....	14
ATTACHMENT A – ADDITIONAL PROCEDURES	
ATTACHMENT B – PROCUREMENT CHECKLISTS	

FEDERAL GRANT PROGRAM PROCUREMENT POLICY

ARTICLE I. PURPOSE AND APPLICATION

Section 1.01 PURPOSE. When appropriate, the City of West Fargo, North Dakota (the “City”) requests federal grant monies for projects that benefit its residents. This federal Grant Program Procurement Policy (the “Policy”) serves to outline the City’s procurement policy for all federally funded projects and purchases. The City intends to provide for a procurement system of quality and integrity, provide for the fair and equitable treatment of all persons or firms involved in purchasing by the City, ensure that supplies and services are procured efficiently, effectively, and at the most favorable prices available to the City, and promote competition in contracting. This Policy and the procedures herein reflect and conform to applicable state and local laws and federal laws and standards identified in 2 CFR 200.318-327.

Section 1.02 APPLICATION. This Policy shall apply to all procurement actions of the City funded with federal funds. When both federal and non-federal funds are used for a project, the work to be accomplished with the funds should be separately identified prior to procurement so that appropriate requirements can be applied, if necessary. If it is not possible to separate the funds, federal procurement regulations shall be applied to the total project. If funds and work can be completed by a new contract, then regulations applicable to the source of funding may be followed.

ARTICLE II. DEFINITIONS

Section 2.01 DEFINITIONS. All capitalized terms used and not otherwise defined shall have the meanings given to them in this Policy and as defined in this section unless a different meaning clearly applies from the context.

“CFR” means Code of federal Regulations.

“City” means the City of West Fargo, North Dakota.

“NDCC” means the North Dakota Century Code.

“Policy” means this Procurement Policy, dated _____, 2024.

ARTICLE III. STANDARDS OF CONDUCT

Section 3.01 CONFLICT OF INTEREST. No employee, officer, or agent of the City may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. CFR Reference: 2 CFR 200.318(c)(1).

Section 3.02 GRATUITIES, FAVORS, AND ITEMS OF MONETARY VALUE. No employee, officer, or agent of the City may solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. CFR Reference: 2 CFR 200.318(c)(1).

Section 3.03 ORGANIZATIONAL CONFLICT. Organizational conflicts of interest may exist when due to the City's relationship with a subsidiary, affiliated, or parent organization that is a candidate for award of a contract in connection with federally funded activities, the City may be unable or appear to be impartial in conducting a procurement action involving a related organization. In the event of a potential organizational conflict, the potential conflict should be reviewed by the City Administrator or his or her designee to determine whether it is likely that the City would be unable or appear to be unable to be impartial in making the award. If such likelihood exists, this shall not disqualify the related organization; however, the following measures shall be applied:

- (a) The organizational relationship shall be disclosed as part of any notices to potential contractors;
- (b) Any City employees or officials directly involved in the activities of the related organization are excluded from the selection and award process;
- (c) A competitive bid, quote, or other basis of valuation is considered; and
- (d) The governing body has determined that contracting with the related organization is in the best interests of the program involved.

CFR Reference: 2 CFR 200.318(c)(2).

Section 3.04 REPORTING. Any perceived conflict of interest that is detected or suspected by any employee or third party shall be reported to the City Administrator. If the City Administrator is the subject of the perceived conflict of interest, the employee or third party shall report the incident to the President of City Commission and/or City Commissioner. If the President of City Commission and/or Commissioner is the subject of the perceived conflict of interest, the employee or third party shall report the incident to the City Administrator, who shall report the incident to the City Attorney's office. The City must disclose in writing any potential conflict of interest to the federal award agency or pass-through entity in accordance with the applicable federal awarding agency policy. No reprisals or retaliation shall occur as a result of good faith reports of conflicts of interest. CFR Reference: 2 CFR 200.318(c)(1).

Section 3.05 INVESTIGATION. Investigations based on reports of perceived violations of this policy shall comply with state and federal laws and regulations. No person sharing in the potential conflict of interest being investigated shall be involved in conducting the investigation or reviewing its results. In the event an investigation determines that a violation of this Policy has occurred, the violation shall be reported to the awarding agency in accordance with that agency's policies. CFR Reference: 2 CFR 200.318(c)(1).

Section 3.06 DISCIPLINARY ACTIONS. If an investigation results in a finding that the complaint is factual and constitutes a violation of this Policy, the City shall take corrective action to ensure that such conduct ceases and will not recur. City staff shall document the corrective action taken and, when not prohibited by law, inform the complainant. Violations of this Policy may result in disciplinary action up to and including discharge, fines, and possible imprisonment. Disciplinary

actions shall be consistent with City policies, procedures, applicable collective bargaining agreements, and state and federal laws. CFR Reference: 2 CFR 200.318(c)(1).

ARTICLE IV. PRE-SOLICITATION

Section 4.01 **PROCUREMENT OFFICER.** For the purposes of implementing this Policy, the City Administrator or his/her designee is the procurement officer. The procurement officer is responsible for procurement of services, supplies, equipment, or construction obtained with federal funds and shall review all proposed procurement actions to avoid the purchase of unnecessary or duplicative items. Such reviews shall consider consolidation or breaking out to obtain a more economical purchase. When determined appropriate by the procurement officer, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. CFR Reference: 2 CFR 200.318(d).

Section 4.02 **RECORDS.** The City will maintain records sufficient to detail the history of procurement. These records will include but are not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. To ensure compliance with applicable federal, state, and local regulations and requirements, the PROCUREMENT CHECKLIST attached as **Attachment B** will be utilized for every federal procurement with a copy kept in the procurement file with all applicable documentation as well as incorporated into the project file complete with documentation. CFR Reference: 2 CFR 200.318(i).

Section 4.03 **CONTRACTS IN EXCESS OF \$250,000 USING FEDERAL FUNDS.** The City will perform cost or pricing analysis in connection with *every* procurement action in excess of the 2024 Simplified Acquisition Threshold (\$250,000), including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation. As a starting point, the City will make independent estimates before receiving bids or proposals. The engineer's and/or consultant's cost estimate will meet this requirement for formal sealed bids. This must be a detailed cost breakdown for the overall estimate providing the elements of the total cost, not only the total price. CFR Reference: 2 CFR 200.320.

Section 4.04 **RFQ'S AND RFP'S.** A cost reasonableness analysis with documentation is required for a RFQ or RFP (competitive negotiations) or any time price competition is not the main evaluation factor. This analysis must be completed before awarding the contract. Cost Analysis is the evaluation of separate elements (e.g., labor, materials, profit, etc.) that make up a contractor's total cost proposal or price to determine if they are allowable, directly related to the requirement and ultimately, reasonable. Cost analyses are used when there is no price competition or when price competition is not the only evaluation factor, such as procuring A/E, professional, consulting, or program administrator services. CFR Reference: 2 CFR 200.320.

Section 4.05 **SHARED SERVICES AND GOODS.** To foster greater economy and efficiency, and in accordance with efforts to promote cost effective use of shared services, the City will explore the feasibility to enter into state and local intergovernmental agreements or inter-entity agreements, where appropriate, for procurement or use of common goods and services. The City will also explore the use of federal excess and surplus property in lieu of purchasing new equipment and property if feasible and if it reduces project costs. The City will also explore the feasibility of using value engineering (the systematic and creative analysis of each contract item or task to ensure that its

essential function is provided at the overall lower cost) clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. CFR Reference: 2 CFR 200.318(e)(f)(g).

Section 4.06 AFFIRMATIVE STEPS. The City will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- (b) Assuring small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- (c) The City will also consider the feasibility of dividing total requirements, when economically feasible, into smaller tasks or quantities so as to permit maximum participation by small and minority businesses, and women's business enterprises.
- (d) Where permitted by regulations, delivery schedules will be developed which will include participation by such businesses.
- (e) The City will also use the services and assistance, as appropriate, of such organizations as the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce. The City will require of its prime contractors, if subcontracts are to be let, to take the affirmative steps listed above. CFR Reference: 2 CFR 200.321(a)(b)

Section 4.07 SOLID WASTE DISPOSAL ACT. The City will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. For federally funded solicitations, the requesting City department shall include in the specifications the use of fully or partially recovered (recycled) materials to the greatest extent consistent with reasonable performance standards in accordance with federal regulations. CFR Reference: 2 CFR 200.323

ARTICLE V. SOLICITATION PROCEDURES

Section 5.01 FULL AND OPEN COMPETITION.

- (a) All procurement carried out with federal funds, where the City is a direct party, shall be carried out in a manner that provides maximum full and open competition. Procurement procedures will not restrict or eliminate competition. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or

invitations for bids or requests for proposals are excluded from competing for such procurements. CFR Reference: 2 CFR 200.319(b)

- (b) The City shall not place unreasonable requirements on firms in order for them to qualify to do business, require unnecessary experience and excessive bonding, or encourage or participate in non-competitive practices among firms or affiliated companies. The City shall remain alert to organizational conflicts which would jeopardize the negotiation process and limit competition. The City shall not award non-competitive consultant retainer contracts except as expressly provided by funding source regulations. The City will not specify only a “brand name” product instead of allowing an “equivalent product” to be offered. A “brand name or equivalent” description may be used to define the performance or other salient requirements of procurement. The specific features, performance, or other relevant requirements of the named brand which must be met by offerors shall be clearly stated. No arbitrary actions will be undertaken in the procurement process. CFR Reference: 2 CFR 200.319(b)(1-7); 2 CFR 200.319(d)(1)
- (c) The City will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed local geographical preferences as selection criteria in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Notwithstanding this prohibition, the City encourages the employment of City residents for City contracts. This section does not preempt state or local licensing laws. When contracting for A/E services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms given the nature and size of the project to compete for the contract. CFR Reference: 2 CFR 200.319(c)
- (d) All solicitations shall incorporate a clear and accurate description of the technical requirements for the material, service, or product to be procured. In competitive procurements, these descriptions shall not contain features which unduly limit competition. The description may include a statement of the qualitative nature of the material, product, or service and, when necessary, the minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications shall be avoided whenever possible. The solicitation must identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals. CFR Reference: 2 CFR 200.319(d)(1-2)
- (e) The City will engage in a full and open RFQ process to provide the City with a prequalified list of persons, firms, or products that may be utilized for acquiring goods and services. The prequalified list shall be routinely updated and include enough qualified sources to ensure maximum open and free competition for procurement of goods and services among the City’s prequalified list of persons, firms, or products. CFR Reference: 2 CFR 200.319(e)

Section 5.02 METHODS OF PROCUREMENT. Direct procurement by the City shall be made by using one of the following methods depending on the monetary value of service to be procured.

- (a) Micro Purchase Procedures. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$3,000 (or \$2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act). To the extent practicable, the City will distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the City considers the price to be reasonable. CFR Reference: 2 CFR 200.320(a)(1)
- (b) Small Purchase Procedures. Relatively simple, informal procurement procedures will be used where the purchase of materials, services, supplies, equipment, and/or other property will not cost in the aggregate more than \$100,000, except where further limited by state law or local policy. The procurement officer must obtain a minimum of three oral or written price or rate quotations from qualified sources. Documentation on all quotations received (whether oral or written) shall be made a part of the file. Selections shall be made principally on price. Payment shall be made upon delivery or completion. CFR Reference: 2 CFR 200.320(a)(2)
- (c) Procurement by Sealed Bids/Formal Advertising. The City follows its purchasing policy for amounts between \$100,000 and \$200,000. The City follows the NDCC Chapter 48-01.2 for procurement of products and improvements, which requires procurements of greater than \$200,000 to be procured by sealed bids. Under this procedure, bids are publicly advertised in accordance with the applicable laws and the City's sealed bid procedures. A firm fixed price contract (either lump sum or unit price) shall be awarded to the responsible bidder whose bid is lowest in price and that conforms to all the material terms and conditions of the advertisement for bids. CFR Reference: 2 CFR 200.320(b)(1)(ii); NDCC § 48-01.2-01
 - 1. The sealed bid method is the preferred method for procuring construction, ONLY if the following conditions apply.
 - a. There are complete, adequate, and realistic specifications or purchase descriptions.
 - b. There are two or more responsible bidders who are willing and able to compete effectively.
 - c. The procurement can be made on a firm fixed-price contract, made in writing, and selection of the successful bidder can appropriately be made principally on the basis of price to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of. CFR Reference: 2 CFR 200.320(b)(1)(i-ii) and 200.320(b)(2)(iv)
 - 2. The advertisement for bids shall be publicly advertised in the official newspaper of the City for three consecutive weeks. The first publication of the advertisement must be at least twenty-one (21) days before the date of the opening of bids. Bids shall be solicited from an adequate number of known suppliers, providing them

sufficient time prior to the date set for opening the bids. CFR Reference: 2 CFR 200.320(b)(1)(ii); and NDCC § 48-01.2-04

3. The advertisement for bids, including the specifications and pertinent attachments, shall clearly define the items, end products or services needed in order for the bidders to properly respond to the advertisement. CFR Reference: 2 CFR 200.320(b)(1)(ii)(B)
 4. All bids shall be opened publicly at the time and place specified in the advertisement for bids. CFR Reference: 2 CFR 200.320(b)(1)(ii)(C)
 5. Any or all bids may be rejected if there is a sound documented reason. CFR Reference: 2 CFR 200.320(b)(1)(ii)(E)
- (d) Procurement by Competitive Proposals. Request for Proposals (RFP) and Request for Qualifications (RFQ) when the conditions set forth above for the use of sealed bids are not present.
1. Competitive proposal is normally conducted with more than one source submitting an offer, and an award of either a fixed-price or cost-reimbursement type contract. It is generally used when conditions are not appropriate for sealed bids. When competitive proposal is used, the following requirements apply:
 - a. Proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized proposals shall be honored to the maximum extent practical. CFR Reference: 2 CFR 200.320(b)(2)(i)
 - b. Proposals will be solicited from an adequate number of qualified sources; three (3) or more are desired. If less than three (3) are received, document attempts to generate more interest.
 - c. The City will have a written method for conducting technical evaluations of the proposals received and for selecting recipients. CFR Reference: 2 CFR 200.320(b)(2)(ii)
 - d. Contracts will be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered. This shall always include negotiation of price to insure cost reasonableness. CFR Reference: 2 CFR 200.320(b)(iii)
 2. Competitive proposal procedures are used for qualifications-based procurement (RFQ) of A/E professional services, where competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. At the conclusion of successful negotiations, the competitor shall be invited to enter into a contract. This method, where price is not used as a selection factor, can only be used in procurement of A/E professional services and the contract **must** clearly establish a cost ceiling which cannot be exceeded without contract modification. It cannot be used to purchase other types of services though A/E firms that are potential sources to perform the proposed effort. CFR Reference: 2 CFR 200.320(b)(2)(iv)

The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications for the type of engineering and design services being procured, and at a fair and reasonable price. (Chapter 11 of Title 40)

(e) Noncompetitive Proposals:

1. Procurement through solicitation of a proposal from only one source, only when one or more of the following circumstances apply:
 - a. The acquisition of property or services, the aggregate amount of which does not exceed \$3,000 (or \$2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act).
 - b. The item is available only from a single source. CFR Reference: 2 CFR 200.320(c)(2)
 - c. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation. CFR Reference: 2 CFR 200.320(c)(3)
 - c. The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-federal entity. CFR Reference: 2 CFR 200.320(c)(4)
 - d. After solicitation from a number of sources, competition is determined inadequate. CFR Reference: 2 CFR 200.320(c)(5)

ARTICLE VI. AWARD

Section 6.01 AWARDING CONTRACTS. Contracts will only be awarded to responsible, responsive contractors/firms possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such factors as the contractor's/firm's capacity, integrity, compliance with public policy, record of past performance, and financial/technical resources. The contractor's/firm's capacity will not only include consideration of its inherent capabilities but also take into consideration all its existing commercial and governmental business commitments. "Responsible bidder" refers to the character or quality of the bidder – whether it is an entity with which the City is safe doing business. "Responsive bidder" refers to whether or not the bidder has met the required specifications in its bid to the City.

- (a) Any or all bids may be rejected if there is a sound documented reason. Disqualification of a bidder for lack of responsibility will require notice to the bidder and the opportunity for a hearing. Rejection of a bid because of unresponsiveness requires only that bidder be informed of why bid was rejected. [See **Attachment A**] CFR Reference: 2 CFR 200.318(h) and 200.320(b)(1)(ii)(E)
- (b) The City of will implement Executive Orders 12549 and 12689, and 2 CFR part 180, which restricts awards, subawards, and contract with certain parties that are debarred suspended, or otherwise excluded from or ineligible for participation in federal

assistance programs or activities. To ensure compliance the City will verify the intended contractor is not excluded or disqualified by one of the following methods:

1. Checking the System for Award Management Exclusion and printing the resulting page for placement in the procurement file.
2. Collecting a certification from the contractor.
3. Adding a clause or condition to the covered transaction with the contractor. CFR Reference: 2 CFR 180.300 and 2 CFR 200.213

(c) See **Attachment A #2** regarding rejection of offers from debarred contractors.

Section 6.02 CONTRACT PRICING.

- (a) Time and material-type contracts will only be used after determining no other contract is suitable. Time and materials contracts prescribe cost to the City as the sum of 1) actual cost of materials; and 2) direct labor hours charges at fixed hourly rates that reflect wages, general and administrative expenses, and profit. This formula generates an open-ended contract price with no profit incentive for the contractor to control costs or labor efficiency. Therefore, each contract must set a price ceiling where the contractor shall pay any costs beyond that threshold. Frequent oversight actions can help ensure the contractor has efficient methods and effective cost controls. CFR Reference: 2 CFR 200.318(j)(i-ii(2))
- (b) The City will negotiate profit as a separate price element for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. CFR Reference: 2 CFR 200.324(b)
- (c) Costs or prices based on estimated costs for contracts under the federal award are allowable only to the extent that costs incurred, or cost estimates included in negotiated prices would be allowable for the non-federal entity under 2 CFR 200 Subpart E Cost Principles. CFR Reference: 2 CFR 200.324(c)
- (d) For sealed bids a firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder.
- (e) Cost plus percentage of cost and percentage of construction cost methods of contracting **must not** be used. CFR Reference: 2 CFR 200.324(d).

ARTICLE VII. CONTRACT PROVISIONS

Section 7.01 CONTRACT PROVISIONS. Contracts shall include the following provisions and conditions:

- (a) Contracts for more than the Simplified Acquisition Threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. CFR Reference: Appendix II Part 200(A)
- (b) All contracts in excess of \$10,000 must address termination for cause and for convenience by the City including the manner in which it will be affected and the basis for settlement. CFR Reference: Appendix II Part 200(B)
- (c) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b) in accordance with Executive Order 11246. “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp. p. 339) as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” Federal assisted construction contract “means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.” CFR Reference: Appendix II to Part 200(C)
- (d) All contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The City shall report all suspected or reported violations to the federal awarding agency. CFR Reference: Appendix II Part 200(D)
- (e) All prime construction contracts in excess of \$2,000 awarded by the City must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The City shall place a copy of the current prevailing wage determination issued by the Department

of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The City shall report all suspected or reported violations to the federal awarding agency. CFR Reference: Appendix II Part 200(D)

- (f) All contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. CFR Reference: Appendix II Part 200(E)
- (g) All contracts and subgrants of amounts in excess of \$150,000, shall contain a provision which requires agreement to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q), and the Federal Water Pollution Control Act as amended (33 USC 1251-1387), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). CFR Reference: Appendix II Part 200(G)
- (h) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. CFR Reference: Appendix II, Part 200(H)
- (i) Contractors applying or bidding for an award of \$100,000 or more must file the required Byrd Anti-Lobbying Amendment certification and ensure each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the non-federal award. CFR Reference: Appendix II, Part 200(I)

- (j) Contracts must contain a clause stating contractors will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. CFR Reference: 2 CFR 200.323 and Appendix II, Part 200(J)
- (k) Contracts must contain performance requirements: period of performance - including completion date, penalties for non-performance, and liquidated damages. 81 FR 36557; 78 FR 14344 dated March 5, 2013

ARTICLE VIII. CONTRACT ADMINISTRATION

Section 8.01 SYSTEMS. The City shall maintain contract administration systems that ensure contractors/firms perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. The accepted performance of contractors/ firms will be a factor in subsequent contract negotiations and award. Remedial action by the City through legal processes shall be considered in instances of identified significant nonperformance. CFR Reference: 2 CFR 200.318(b).

Section 8.02 SETTLEMENT OF ISSUES. The City will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards will not relieve the City of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the City's unless the matter is primarily a federal concern. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction. CFR Reference: 2 CFR 200.318(k).

ARTICLE IX. AWARDING AGENCY REVIEW

Section 9.01 TECHNICAL SPECIFICATIONS. The City will make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure the item and/or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the City desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase. CFR Reference: 2 CFR 200.325(a).

Section 9.02 PROCUREMENT DOCUMENTS. The City will make available upon request, for the federal awarding agency or passthrough entity pre-procurement review, procurement documents, such as request for proposals or invitations for bids, or independent cost estimates, when:

- (a) The City's procurement procedures or operation fails to comply with the procurement standards in this part;
- (b) The procurement is expected to exceed the Simplified Acquisition Threshold (\$250,000) and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
- (c) The procurement, which is expected to exceed the Simplified Acquisition Threshold (\$250,000), specifies a "brand name" product;
- (d) The proposed contract is more than the Simplified Acquisition Threshold (\$250,000) and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- (e) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold (\$250,000). CFR Reference: 2 CFR 200.325(b)

Section 9.03 EXEMPT FROM REVIEW. The City will be exempt from the pre-procurement review in Section 9.02 if the federal awarding agency or pass-through entity determines City procurement systems comply with the standards of this part. CFR Reference: 2 CFR 200.325(c)

- (a) The City has self-certified its procurement system. Self-certification does not limit the federal awarding agency's right to survey the system. The City provided written assurances to the Department of Housing and Urban Development that it complies with procurement standards found in Part 200. The City has cited specific policies, procedures, regulations, or standards as being in compliance with these requirements and has its system available for review. CFR Reference: 2 CFR 200.325 (c)(2).

ARTICLE X. BONDING REQUIREMENTS

Section 10.01 BONDING REQUIREMENTS. Bonding requirements for procurements with federal funds will include the minimum requirements listed below:

- (a) To be submitted with the bidding documents:

A bid guarantee from each bidder, equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. CFR Reference 2 CFR 200.326(a)
- (b) The bid bond or other security may be enclosed with the other bid documents submitted by a bidder and need not be submitted in a separate envelope attached to the envelope enclosing the other bid documents.
- (c) To be submitted at time of contract award:

A performance bond on the part of the contractor for 100 percent of the contract price.

A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract. CFR Reference: 2 CFR 200.326(b)

A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. CFR Reference: 2 CFR 200.326(c)

ARTICLE XI. PROTEST PROCEDURE

Section 11.01 STANDARDIZED PROCEDURES. Standardized procedures will be used to process and resolve disputes relating to procurements.

- (a) Protestors must exhaust all administrative remedies with the City before pursuing with the awarding agency, and the awarding agency shall be notified of all formal protests.
- (b) Reviews of protests by the awarding agency will be limited to: violations of federal law or regulations and the standards of section 2 CFR Part 200, Subpart D. state and local law violations will be investigated by the respective jurisdiction and violations of the City procedures shall be addressed by the City Administrator. Protests received by the federal agency outside their scope will be referred back to the City.
- (c) Any person who is aggrieved in connection with the solicitation or award of a contract shall make a protest to the procurement officer.
 - 1. Protest with respect to a solicitation shall be submitted in writing at least two (2) working days prior to the opening of bids or the closing date for receipt of proposals.
 - 2. Protest with respect to the award of a contract shall be submitted in writing within ten (10) calendar days after the contract award.
 - 3. All protests will be made in accordance with the procedures outlined in **Attachment A.**

ARTICLE XII. CHANGE IN LAW

Section 12.01 CHANGE IN LAW. In the event an applicable law or regulation is modified or eliminated, or a new law or regulation is adopted, the revised law or regulation shall, to the extent inconsistent with this Policy, automatically supersede this Policy.

(Remainder of page intentionally left blank.)

ATTACHMENT A – ADDITIONAL PROCEDURES

1. **Rejection of Bids and Offers**

- a. Any bid or offer that fails to conform to the essential requirements of the invitation for bids (IFB) or request for proposal (RFP) shall be rejected.
- b. Any bid or offer that does not conform to the applicable specifications or requirements shall be rejected unless the IFB or RFP authorized the submission of alternate bids and the supplies offered as alternates meet the requirements specified in the IFB or RFP.
- c. Any bid or offer that fails to conform to the delivery schedule or permissible alternates stated in the IFB or RFP shall be rejected.
- d. A bid or offer shall be rejected when the bidder/offeror imposes conditions that would modify requirements of the invitation or limit the bidder's liability to the City, since to allow the IFB or RFP to impose such conditions would be prejudicial to other bidders/offerors. For example, bids shall be rejected in which the bidder/offeror
 - i. Protects against future changes in conditions, such as increased costs, if total possible costs to the City cannot be determined;
 - ii. Fails to state a price and indicates that price shall be price in effect at time of delivery;
 - iii. States a price but qualifies it as being subject to price in effect at time of delivery;
 - iv. When not authorized by the IFB or RFP, conditions or qualifies a bid or offer by stipulating that it is to be considered only if, before date of award, the bidder/offeror receives (or does not receive) award under a separate solicitation;
 - v. Requires that the City is to determine that the bidder's/offeror's product meets applicable City specifications; or
 - vi. Limits rights of the City under any contract clause.
- e. Any bid/offer may be rejected if the procurement officer determines in writing that it is unreasonable as to price. Unreasonableness of price includes not only the total price of the bid, but the prices for individual line items as well.

2. **Debarment** - The City will comply with the provisions of 2 CFR 2424 (government debarment and suspension regulations) by ensuring bids or offers received from any person or concern that is suspended, debarred, proposed for debarment, or declared ineligible as of the bid opening date shall be rejected.

3. **Further considerations for sealed bids:**

- a. A low bidder may be requested to delete objectionable conditions from a bid provided the conditions do not go to the substance (as distinguished from the form) of the bid, or work an injustice on other bidders. A substance of bid condition affects price, quantity, quality, or delivery of the items offered.
- b. When a bid guarantee is required and a bidder fails to furnish the guarantee in accordance with the requirements of the invitation for bids.
- c. Low bids received from concerns determined to be not responsible shall be rejected,
- d. After submitting a bid, if all of a bidder's assets or that part related to the bid are transferred during the period between the bid opening and the award, the transferee may not be able to take over the bid/offer. Accordingly, the procurement officer shall reject the bid unless the transfer is affected by merger, operation of law.

- e. Notification: Any bid or offers that are rejected or otherwise excluded from the competitive range shall be notified promptly in writing by the procurement officer. The notice shall state the basis for the determination and that a proposal revision will not be considered.
 - f. Record Keeping: The originals of all rejected bids/offers, and any written findings with respect to such rejections, shall be preserved with the papers relating to the acquisition.
- 4. Solicitation and Award Protest Procedures:** The following procedures are established to resolve agency protests effectively, to build confidence in the City's procurement system, and to reduce protests outside of the City:
- a. Protests shall be concise and logically presented to facilitate review by the City. Failure to substantially comply with policy requirements may be grounds for protest dismissal.
 - b. Protests shall include the following information:
 - i. Name, address, and telephone number (fax if applicable) of the protester.
 - ii. Solicitation or contract number.
 - iii. Detailed statement of legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.
 - iv. Copies of relevant documents.
 - v. Request for a ruling by [city, town, county, organization].
 - vi. Statement as to the form of relief requested.
 - vii. All information establishing the protester as an interested party for the purpose of filing a protest.
 - viii. All information establishing the timeliness of the protest.
 - c. All protests filed directly with the City will be addressed to the procurement officer or other official designated to receive protests.
 - d. Interested parties may request an independent review of their protest as an appeal of the procurement officer's decision on a protest. The City shall designate the official(s) who are to conduct this independent review.
 - e. Protests based on alleged improprieties in a solicitation shall be filed two (2) working days before the advertised opening of sealed bid or the closing date for receipt of proposals. In all other cases, protests shall be filed no later than ten (10) calendar days after the basis of protest is known or should have been known, whichever is earlier. The agency, for good cause shown, or where it determines that a protest raises issues significant to the City's procurement system, may consider the merits of any protest which is not timely filed.
- 5. Action upon receipt of protest:**
- a. The City shall in all instances disclose information regarding the protest to the awarding agency.
 - b. Upon receipt of a protest before award, a contract may not be awarded, pending the City's resolution of the protest, unless contract award is justified, in writing, for urgent and compelling reasons or is determined, in writing, to be in the best interest of the City. Such justification or determination shall be approved at a level above the contracting officer, or by another official pursuant to agency procedures.

- c. If award is withheld pending the City's resolution of the protest, the procurement officer will inform the bidders or offerors whose bids or offers might become eligible for award of the contract. If appropriate, the bidders or offerors should be requested, before expiration of the time for acceptance of their bids or offers, to extend the time for acceptance to avoid the need for re-solicitation. In the event of failure to obtain such extension of bids or offers, consideration should be given to proceeding with award pursuant to paragraph (3)(1) of this section.
- d. Upon receipt of a protest within 10 days after contract award or within 5 days after a debriefing date offered to the protester under a timely debriefing request in accordance with competitive proposals debriefing procedure (below), the procurement officer shall immediately suspend performance, pending resolution of the protest within the agency, including any review by an independent higher level official, unless continued performance is justified, in writing, for urgent and compelling reasons or is determined, in writing, to be in the best interest of the City. Such justification or determination shall be approved at a level above the procurement officer, or by another official pursuant to agency procedures.
- e. The City shall make their best efforts to resolve protests within thirty-five (35) days after the protest is filed. To the extent permitted by law and regulation, the parties may exchange relevant information.
- f. The City protest decisions shall be well-reasoned and explain the City's position. The protest decision shall be provided to the protester using a method that provides evidence of receipt.

6. Competitive Proposal Debriefing Procedure

- a. An offeror, upon its written request received by the agency within three (3) working days after the date on which that offeror has received a notification to of award, shall be debriefed and furnished the basis for the selection decision and contract award.
- b. To the maximum extent practicable, the City will conduct the debriefing within five (5) working days after receipt of the written request.
- c. Debriefings of successful and unsuccessful offerors may be done orally, in writing, or by any other method acceptable to the procurement officer.
- d. The procurement officer should normally chair any debriefing session held. Individuals who conducted the evaluations shall provide support.
- e. At a minimum, the debriefing information shall include
 - i. The City's evaluation of the significant weaknesses or deficiencies in the offeror's proposal, if applicable;
 - ii. The overall evaluated cost or price (including unit prices), and technical rating, if applicable, of the successful offeror and the debriefed offeror, and past performance information on the debriefed offeror,
 - iii. The overall ranking of all offerors, when any ranking was developed by the agency during the source selection;
 - iv. A summary of the rationale for award;
 - v. For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror;

- vi. Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed.
- f. The debriefing shall not include point-by-point comparisons of the debriefed offeror's proposal with those of other offerors. Moreover, the debriefing shall not reveal any information concerning:
 - i. Trade secrets;
 - ii. Privileged or confidential manufacturing processes and techniques;
 - iii. Commercial and financial information that is privileged or confidential, including cost breakdowns, profit, indirect cost rates, and similar information;
 - iv. The names of individuals providing reference information about an offeror's past performance.
- g. An official summary of the debriefing shall be included in the contract file.

ATTACHMENT B – PROCUREMENT CHECKLISTS

[See following pages.]

PROCUREMENT CHECKLIST

Project Title _____

City Project # _____

Grant Name and Number _____

Type of Solicitation ☐ Advertisements for Bids ☐ RFP ☐ RFQ

Approved By: _____

Reviewed By: _____

This document must be utilized for all federal procurement and is the responsibility of the department head, engineer, or program administrator. This checklist provides guidance on federal procurement regulations. It does not address all procurement issues the City may experience. Use of the checklist provides a tool to cover most requirements experienced within federal procurement. Please note each agency has different requirements and the responsibility will fall upon the official conducting the procurement to obtain individual grant requirements before soliciting. The Finance Department will maintain a project file and will need all pertinent documentation and a copy of this checklist forwarded (electronically if possible) upon execution of an award or modification. The Internal Auditors and/or Accountants will review this document during the life of the project to ensure all requirements are being completed and documented appropriately.

Pre Solicitation



Independent Cost Estimate (must be completed before bids are opened) --The City must perform a cost or price analysis for every procurement action, including contract modifications. The engineer's cost estimate will meet this requirement for formal sealed bids. This must be a detailed cost breakdown for the overall estimate providing the elements, such as labor and materials, of the total cost. Cost estimates must be documented and placed in the applicable procurement folder. Any e-mails and/or written documentation concerning cost estimates should be retained in the procurement folder. (See next line and section below regarding architects or engineers (A/E) or professional services procurement.) **Procurement Policy Section 3: Pre-Solicitation #3; (2 CFR 200.324(a))**

☐	A cost analysis and documentation is required for a RFQ or RFP (competitive negotiations). Cost analyses are used when there is no price competition or when price competition is not the only evaluation factor, such as in procuring A/E, professional, consulting, or program administrator services. A cost analysis must be completed before awarding the contract and placed in the procurement file. Cost analysis is the evaluation of separate elements (e.g., labor, materials, etc.) that make up a contractor's total cost proposal or price to determine if they are allowable, directly related to the project and ultimately, reasonable. To prepare a cost analysis 1) Obtain a detailed breakdown of the contractor's proposed cost and verify the accuracy of the cost and pricing information submitted, and evaluate. An analysis contains the following elements: 1) Is the cost reasonable, which means is it allowable under the grant; is it allocable (are costs logically related to, or required in the performance of the contract); and is the cost reasonable? 2) Is the cost necessary? 3) Compare costs proposed by the offeror with actual costs previously incurred by the same contractor for the same or similar work; compare costs of the same or similar work performed by other contractors; compare previous cost estimates from the offeror or other offerors for the same or similar items; compare the methods proposed by the offeror with the requirements of the solicitation; compare with the City's cost estimate prepared with the City Fee Schedule. Procurement Policy Section 3: Pre-Solicitation #4; HUD Quick Guide to Cost and Price Analysis; (2 CFR 200.324(a)).	
☐	Are there any potential conflicts of interest? A conflict of interest could arise if the employee, officer, or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the above, has a financial or other interest in the firm selected for award. Document to the right if no conflict exists with a description of how this was determined. If a conflict of interest was found, include the determination and resolution of the investigation to the right. Procurement Policy Section 2; 2 CFR 200.318(c)(1).	
☐	Describe the rationale for the method of procurement and selection of contract type. Procurement Policy Section 3: Pre-Solicitation #2; 2 CFR 200.318(i).	

Solicitation		
☐	Were prospective respondents allowed a reasonable amount of time to respond? Sealed bids are to be advertised for 3 consecutive weeks with the first advertisement being 21 days before the date of the opening of bids. NDCC 48-01.2 -04 Publication of advertisement for bids. Procurement Policy Section 4.2: Methods of Procurement #3b; and 2 CFR 200.320(b)(ii)(A).	
☐	Does solicitation contain a clear and accurate description of the technical requirements for the material, product or services, and scope of work (SOW)? Procurement Policy Section 4.1 #4; and 2 CFR 200.319(d)(1 - 2).	
☐	Specifications and solicitation must not contain features that unduly restrict competition such as unreasonable or unnecessary experience or bonding requirements. A “brand name or equal” description may be used to define the performance or other important requirements of the procurement such as procurement of equipment to integrate with a particular brand of equipment. Procurement Policy Section 4: Full and Open Competition #2; and §200.319(d)(1)	
For competitive negotiation (Request for Proposal (RFP) or Request for Qualifications (RFQ)) such as for architectural or engineering (A/E) or program administrator (PA) contracts; are the below requirements contained in the solicitation?		
☐	Were proposals solicited from an adequate number of qualified sources, and was the solicitation adequately publicized to achieve sufficient competition? Per ND State Law 54-44.7-03, the solicitation must be advertised 21 days before opening of proposals. Must solicit proposals from at least three qualified sources. Procurement Policy Section 4.2 Methods of Procurement #4(a); and §200.320(d).	
☐	Did the solicitation identify all significant evaluation factors or selection criteria, including the corresponding point system to be used to rate the proposals/qualification statements? These factors include past performance, the ability of professional personnel, willingness to meet time and budget requirements if applicable, related experience on similar projects, and recent and current work for the City. ND State Law 54-44.7-03(5); Procurement Policy Section 4.2 Methods of Procurement #4(a)(i); and §200.320(b).	
☐	Is this a solicitation for architectural/engineering (A/E) professional services? A/E professional services must be solicited with a RFQ. The method where price is not used as a selection factor, can only be used in procurement of A/E professional services. Procurement Policy Section 4.2 Methods of Procurement #4(b); §200.320(b)(2)(iv); and Chapter 11 of Title 40.	

☐	If this is not a solicitation for A/E professional services, does the RFP contain cost as an evaluation factor? Request for proposals for services other than A/E, shall always include cost and at least one-non cost qualitative evaluation factor such as experience with like projects. Procurement Policy Competitive Negotiation (iii). Procurement Policy Section 4.2: Methods of Procurement #4(b); §200.320(b)(2)(iv); and Chapter 11 of Title 40.	
☐	Document the City's efforts in hiring minority-owned business enterprises and women-owned business enterprises in this solicitation. Procurement Policy Section 3: Pre-Solicitation #6; and 2 CFR 200.321(a)(b).	
☐	Solicitation requirements obtained from the program administrator and/or agency and incorporated into the solicitation and included in the bid requirements. Each funding agency could have differing clauses to be included in solicitations and contracts. Please check with the grant originator to obtain requirements. See below regarding construction requirement that could apply to A/E services.	
The below items are required by the City's Federal Grant Procurement Policy and must be included in solicitations with clauses included in the bid requirements.		
☐	Notice of use of funding agency funds. For example, HUD CDBG-DR funds	
☐	Davis Bacon labor requirements. Applicable for construction projects >\$2,000. Procurement Policy Section 6: #5; 29 CFR Part 5; Appendix II, Part 200(d).	
☐	Section 3 clause, if funded by the Department of Housing and Urban Development (HUD). The Section 3 program requires recipients of certain HUD financial assistance, to the greatest extent possible, provide job training, employment, and contract opportunities for low- or very-low-income residents in connection with projects and activities in their neighborhoods. 24 CFR Part 135.32(b).	
☐	Nondiscrimination, affirmative action, and equal employment opportunity in employment. Executive Order 11246 as amended; 41 CFR 60-1.4(b); 41 CFR 60-1.7(b); 41 CFR 60-4.2.	
☐	The contractor will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act regarding procurement of recovered materials and solid waste management services. Procurement Policy Section 6 #11; 2 CFR 200.322; Appendix II, Part 200(J).	
☐	Scope of work. Procurement Policy Section 4.1 #4; 2 CFR 200.319(d)(1-2).	
☐	Requirement of affirmative efforts to hire women business enterprises and minority business enterprises. Procurement Policy Section 3: Pre-Solicitation #6(e); 2 CFR 200.321(a)(b).	

☐	Debarment certification. Procurement Policy Section 6 #9; 2 CFR 180.220; Appendix II, Part 200(I).	
☐	Byrd Anti-Lobbying Certification (for contract >\$100,000 (Appendix II to Part 200(I)); 31 U.S.C. 1352.	
Bid, RFP, or RFQ Documents		
☐	Solicitation (Advertisement for Bids, RFP, or RFQ). Include a copy of the newspaper advertisement in the file plus the solicitation included in the bid documents. Procurement Policy Section 3: Pre-Solicitation #2; 2 CFR 200.318(i).	
☐	If a construction contract > \$2,000, was a wage rate included in the bid documents? Procurement Policy Section 6 #4; Appendix II Part 200(D); 29 CFR Part 5.	
☐	Was the rate checked 10 days before bid date? Document this by printing the 1st page of the wage rate with the date checked on the bottom of the webpage. If no change was made hand write on the page and place in the file. 29 CFR 1.6(c)(2)(i)(A).	
☐	If the rate changed was it updated by addendum sent to all holders of the bid documents? This is documented by the addendum to be placed in the file. 29 CFR 1.6(c)(2)(i)(A).	
☐	List of proposed bidders and suppliers receiving copies of the bid documents (if available.) Procurement Policy Section 3: Pre-Solicitation #2; 2 CFR 200.318(i).	
☐	Are there adequate number of responses documented? Three (3) for small purchase and competitive negotiation (RFP or RFQ). Procurement Policy Page METHODS OF PROCUREMENT; two (2) or more for sealed bids. See below requirements if you do not have these minimums. Procurement Policy Section 4.2 #2-4; 2 CFR 200.320.	
☐	CAUTION! When only one bid is received in response to a competitive bid solicitation, you do not have price competition. The solicitation is considered a Noncompetitive proposal. If you decide to award on the basis of a single submitted bid price, without negotiation, you must: 1) Send a written request and receive approval from the Awarding Agency if required (check with the awarding agency. 2) justify the price is fair and reasonable; 3) compare the bid price to your own in-house estimate or engineers estimate and past prices paid for the same or substantially similar item(s) in the past; 4) obtain information from the marketplace; 5) obtain a complete cost breakdown; 6) perform a cost analysis of the proposed price and; 7) document the rationale for the award decision and place in the procurement file. HUD Quick Guide to Cost and Price Analysis; Procurement Policy Section 4.2 #5; 2 CFR 200.320.	
☐	Copy of all bid proposals included in the file. Procurement Policy Section 3: Pre-Solicitation #2; 2 CFR 200.318(i).	

☐	Notes from Pre-Bid Conference(s) if held, included in the file. Procurement Policy Section 3: Pre-Solicitation #2; 2 CFR 200.318(i).	
☐	Did the bid response include a 5% bid bond, if for a construction or facilities improvement project? Procurement Policy Section 9(1); 2 CFR 200.326(a).	
☐	Documentation of reason for rejecting any and or all bids (including respondents not responsible or not responsive) must be kept in the procurement file. Procurement Policy Section 4.2 #3(e); Attachment A #3(f).	
☐	A price analysis is required for every sealed bid procurement. The tabulations of bids with date and time of bid opening notated; along with any evaluations of the proposals documented will meet this requirement. Price analysis is essentially price comparison. It is the evaluation of a proposed price (i.e., lump sum) without analyzing the separate cost elements of the lump sum proposal price. Price analyses are used to compare lump sum prices (not estimates) received from contractors in a competitive pricing situation (when sealed bids are obtained). Procurement Policy Section 3 #3; 2 CFR 200.324(a).	
☐	Were there any disputes regarding the procurement? See Procurement Policy Attachment A #s 4-5 to understand how to document.	
☐	Were the disputes handled, resolved, and disclosed? See Procurement Policy Attachment A #5 to understand how to document.	
☐	Was a protest appropriately filed as noted in the Procurement Policy Attachment A #s 4 – 5 ?	
☐	Did the City disclose information regarding the protest to the awarding agency? Procurement Policy Attachment A #5(a).	
☐	Were all protest requirements met by the City as detailed in the Procurement Policy Attachment A #s 4 – 5 ?	
☐	Was the protest resolved within 35 days after filing? Procurement Policy Attachment A 5(e).	
☐	Were any bids or offers rejected or otherwise excluded from the competitive range notified promptly in writing by the procurement officer. The notice shall state the basis for the determination and a proposal revision will not be considered. Procurement Policy Attachment A #3(e).	

☐	If the procurement was a competitive negotiation, were unsuccessful offerors notified in writing within ten working days of contract award with the protest and debriefing procedures sent with the notification. (City current procedure is to include an award of bid notice with the items for the President of the City Commission to sign. After the President of City Commission signs the form, the respective departments are given the bid notice to be sent out the unsuccessful bidders.)	
Contract/Agreement Documents		
☐	Has the contractor's debarment check been completed before recommendations are made to City Commission to award the contract? This will be completed by accessing the System For Award Management (SAM) website at https://www.sam.gov , search records. The printed page from the SAM Web site with the date of the check must be included in the procurement file. Procurement Policy Section 5.1 #s 2 – 3; Attachment A #2; 2 CFR 180.300 & 2424.300.	
☐	If the contractor has been found to be suspended, debarred, proposed for debarment, or declared ineligible as of the bid opening date was the contractor's bid rejected, and the next lowest eligible bidder checked for debarment? Procurement Policy Attachment A #2.	
☐	Is there a notice of contract award included in the file?	
☐	Award--does the award document (contract or agreement) contain the below required clauses? Appendix II, Part 200 and CDBG-DR Contract Provisions.	
☐	Is the period of performance clearly stipulated with the date of completion noted? Are there penalties for not meeting the performance standards? Procurement Policy Section 78 FR 14344	
☐	Breach of contract terms including administrative, contractual, or legal remedies when contractors violate or breach contract terms, and providing such sanctions and penalties as may be appropriate? Procurement Policy Section 6 #1; Appendix II, Part 200(A).	
☐	Termination for cause and for convenience by the City? (Contracts > \$10,000. Procurement Policy Section 6 #2; Appendix II, Part 200(B).	
☐	Compliance with Executive Order 11246, Equal Employment Opportunity? (All construction contracts and subcontracts > \$10,000). Procurement Policy Section 6 #3; Appendix II, Part 200(C).	
☐	Compliance with Copeland "Anti-Kick-Back" Act? (All construction contracts and subcontracts > \$10,000). Procurement Policy Section 6 #4; Appendix II, Part 200(D).	

☐	Compliance with the Davis-Bacon Act? (All construction or repair contracts or subcontracts > \$2,000). Procurement Policy Section 6 #5; Appendix II, Part 200(D).	
☐	Was the correct wage rate included in the agreement documents? Procurement Policy Section 6 #5; Appendix II Part 200(D); 29 CFR Part 5.	
☐	Compliance with 40 U.S.C. 3701-3708 The Contract Work Hours and Safety Standards Act. (All construction or repair contracts or subcontracts > \$2,000, and > \$2,500 for other contracts which involve the employment of mechanics or laborers.) Procurement Policy Section 6 #6; Appendix II Part 200(E).	
☐	Notice of the awarding agency requirements and regulations pertaining to reporting. (All contracts.) (see individual agency requirements)	
☐	Notice of the City and awarding agencies requirements and regulations pertaining to patent rights, copyrights, and rights in data? (All contracts.)	
☐	Access to any books, documents, papers, or records of the project by the City, federal agencies, and the Comptroller General of the United States	
☐	Records must be maintained for five years after the City formally closes out each program? League of Cities City Records Management Schedule found on the City's Web site.	
☐	Compliance with the Clean Air Act, Clean Water Act, and EPA regulations. (All contracts, subcontracts, and sub grants in amounts > \$150,000) Procurement Policy. Procurement Policy Section 6 #7; Appendix II Part 200(G).	
☐	Is the Green Building Standards clause included if applicable (New construction or replacement of substantially damaged residential buildings.) 81 FR 36566 dated June 7, 2016	
☐	Does the contract contain a clause allowing the City and federal agencies to be permitted to require changes, remedies, changed conditions, access and record retention, and suspension of work clauses approved by the governing body?	
☐	Does the contract contain requirements that a contract award must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM). Procurement Policy Section 6 #8; Appendix II Part 200(H).	

☐	Does the contract contain a Byrd Anti Lobbying Clause? Procurement Policy Section 6 #9; Appendix II Part 200(I).	
☐	Does the contract contain a clause stating the contractor will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act? Procurement Policy Section 6 #10; Appendix II Part 200(J).	
☐	If the procurement was a competitive negotiation, where price is not the only factor, was a cost ceiling clearly established in the contract which may not be exceeded without a contract modification? Procurement Policy Section 4.2 #4(b); 24 CFR 200.318(j)(2).	
☐	If the procurement was a competitive sealed bid procurement, was a firm fixed price contract (either lump sum or unit price) awarded to the responsible bidder whose bid is lowest in price and conforms to all the material terms and conditions of the advertisement for bids. Procurement Policy Section 4.2 #3(a)(iii); 2 CFR 200.320(1)(b)(i-ii) and 200.320(1)(b)(2)).	
☐	If the contract was not awarded to the lowest bidder in the case of a competitive sealed bid procurement, was a justification for awarding included in the file with the approval of the City Commission? Include the minutes from the Commission meeting Procurement Policy Section 8 # 2(d); 2 CFR 200.325(b).	
☐	Prohibited contracts--Agreements and/or contracts must not contain "cost plus percentage of cost" and "percentage of construction costs" pricing structures. Procurement Policy Section 5.2 #5; 2 CFR 200.324(d).	
☐	Contractor Section 3 Plan with applicable tables must be included in the procurement file for HUD funded projects. 24 CFR 135	
☐	List of subcontractors must be included for the procurement file. Per contract requirements	
☐	The general contractor is responsible for checking debarment of their subcontractors. This clause is usually found in the General Conditions from the Bid Documents, which are usually part of the contract documents.	

☐	Subcontractors must be required to adhere to the requirements pertinent to the funding agency and type of agreement. For example, the contractor must include requirements in subcontractor agreements such as affirmative action, Section 3, and equal opportunity, and the Byrd Anti-Lobbying Amendment clause. Procurement Policy Section 6 #10; CDBG-DR Compliance Provisions.	
☐	Performance bond for 100% of the contract if required, must be included in the file. Procurement Policy Section 9 #2.	
☐	Payment bond for 100% of the contract if required, must be included in the file. Procurement Policy Section 9 #3.	
☐	Insurance certificates in the amount required in the bid documents must be included in the file. Per contract documents	
Contract/Agreement Execution		
☐	Is the contract/agreement signed and dated by both parties? The contract/agreement must be signed after the City Commission's approval. Documentation of City Commission approval must be kept in the file.	
☐	Is the proper date placed on the contractual document after it is signed by the President of the City Commission?	
☐	Is the proper date contained within the actual contractual document, if the document contains this language?	
Change Orders, Amendments, or Modifications To Agreements		
☐	Is there a copy of each approved change order placed in the procurement file?	
☐	Change orders are normally not approved by City Commission or signed by the President of the City Commission. At times amendments and modifications are sent to the City Commission for approval and to the President of the City Commission for signature. If this is the case, the City Commission must approve before the City Commission signs the documents. Include the City Commission minutes to document approval before signature.	
☐	Is the proper date placed on the change order, amendment, or modification after it is signed by the approving official?	
☐	Is the proper date contained within the actual change order, amendment, or modification documents, if the document contains this language?	

☐	Justification and cost estimate for the change order before a proposal is requested from the contractor with explanation of how the change order relates to the original scope of the contract and to the National Objective (if a HUD project) for the project must be prepared and kept in the file.	
☐	A signed contractor proposal must be included in the file?	
☐	Cost analyses for change orders must be completed and placed in the procurement file. To complete a cost analysis 1) obtain a detailed breakdown of the contractor's proposed cost; 2) verify the accuracy of the cost and pricing information submitted; 3) evaluate the reasonableness of proposed costs by ensuring they meet these three critical tests: are the costs allowable, are the costs allocable (are they logically related to or required in the performance of the contract), are the costs reasonable; 4) are the costs necessary and justifiable to the CDBG-DR activity (should be evaluated by the engineers or other technical personnel) 5) Compare costs with: a. actual costs previously incurred by the same contractor for the same or similar work; b. actual costs of previous of the same or similar work by other contractors; c. previous cost estimates from the offeror or other offerors for same or similar items; d. do the costs reflect the technical approach proposed and the work required? and e. compare to the cost estimate from the engineer, or staff. Copies of subsequent modified cost estimates must be kept with the original with some explanation why they changed it after the bid process. Keep documentation of cost estimates, comparisons, and worksheets to attach to the cost analysis as backup. HUD Quick Guide to Cost and Price Analysis and Procurement Policy Page 7	
Additional Funding Agency Requirements		
☐		
☐		
☐		
Miscellaneous Correspondence - list below		
☐		
☐		

Project Completion		
☐	Commission approval of final billing and closure of the project including memo to committee.	
☐	Contractor final lien waivers. City requirement	
☐	Subcontractor final lien waivers. City requirement	

Administrative Check List for Federal Procurements

The following check list is to be followed for all procurements for which federal funds will be used with this checklist setting forth the administrative process in carrying out the Federal Procurement Policies and Procedures:

Procurement is defined as any use of the permitted methods of procurement under 2 CFR 200.320

_____ NDR Program Manager authorizes procurement

_____ Draft procurement format for RFP and BID as set forth in 2 CFR 200.300 is submitted to Finance Director and City Attorney for comment

_____ If required by city policy or the Federal Procurement Policies & Procedures for City Commission approval, draft procurement including sole source is submitted to NDR Program Manager

_____ After City Commission approval or if not required, or if a micro or small purchase, final procurement documents are submitted to NDR Program Manager for authorization

_____ Public notification of the procurement shall be posted on the City's website and, if required by the type of procurement, through legal notice in *The Forum* at least once but can be more frequently if required by city policy or deemed appropriate by the NDR Program Manager for transparency with the public

_____ Independent Cost estimate of contract cost and price as set forth in 2 CFR 200.324 is submitted to the Finance Director and the NDR Program Manager.

_____ For RFPs and Sealed Bids, there shall be a pre-bid conference scheduled for anyone interested in attending. All questions and answers at the pre-bid conference as well as any follow-up questions and answers after the pre-bid conference shall be posted on the city website on a timely basis to allow all interested in responding to access the questions and answers

_____ All responses to RFPs and Bids shall be received by the Finance Director or designee

_____ Time and opening location of RFP and Bid responses shall be posted on city website at least 24 hours in advance of the opening of responses

_____ After determination of lowest responsible response for all procurements or completion of sole source contract, a necessary and reasonable assessment shall be completed and submitted to the Finance Director and the NDR Program Manager

_____ Draft package of documents for approval of an award by the City Commission as required by city policy shall be submitted to the NDR Program Manager as required to be added to the agenda for the next available City Commission Meeting

_____ Upon City Commission approval, if required, and, signature of the President of the City Commission, if required, and all other procurements not requiring City Commission action the complete procurement package shall be submitted to the Finance Director or designee



To: West Fargo City Commission

From: Heide Delorme

Date: January 8, 2024

Subject: Federal Grant Program Procurement Policy

Action: Approve Policy

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

Mark Simmons

Primary Portfolio:
Police and Fire
Secondary Portfolio:
Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:
Sanitation
Secondary Portfolio:
Administration/Finance

Commissioner

Roben Anderson

Primary Portfolio:
Planning, Zoning and Engineering
Secondary Portfolio:
Sanitation

Administration

Dustin Scott,
Assistant Administrator
Emily Hagemeister,
Executive Assistant

New Information:

Federal financial assistance that we receive including funds from the Department of Transportation which is passed through State of North Dakota Department of Transportation must follow Uniform Guidance and 2 CFR sections 200.318 through 200.326. These set forth the procurement standards non-federal entities other than states must follow when operating federal programs and the procurement procedures required.

Summary and Recommendation:

Eide Bailly has recommend that management establish a written policy that is in compliance with all of the procurement requirements for federal programs as identified in 2 CFR sections 200.318 through 200.326 and maintain adequate supporting documentation and records to document history and methods of procurement and the procedures performed to comply with these CFR sections.

The procurement policy that you passed in May of 2023 outlines the threshold and policy for all procurement, but we also need a policy specific to the federal requirements.

John Shockley has prepared the new federal grant program procurement policy that is specific to federal requirements. This will go into effect upon your approval.

Financial Impact:

There is no financial impact.



To: West Fargo City Commission

From: Peter Nielsen, Chief of Police

Date: January 8, 2024

Subject: Request to Expend from One-Half Percent Public Safety Sales Tax

Action: Approve Expenditure of \$95,000 in Public Safety Sales Tax Funds

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:

The West Fargo Police Department is looking to advance its training with the addition of a VR (virtual reality) training system. The Street Smarts VR system has exclusive features that are not offered by other VR systems. This VR system would allow virtual reality training to officers in the areas of: mental health, de-escalation techniques, room clearing, and active shooter training. The department would also be able to customize the training situations to provide a variety of different scenarios. This system is currently used by the FBI in advanced law enforcement rapid response training.

I am requesting the West Fargo City Commission grant permission for the Police Department to utilize Public Safety Sales Tax funds to purchase the VR training system. If given permission, the West Fargo Police Department would be the first agency in North Dakota to have a VR training system. The system would include the most advanced HTC Focus 3 headset and run off a Dell, Alienware laptop.

See attachments.

Process/Timeline:

Request the City Commission approve the expenditure of \$95,000 from the Public Safety Sales Tax fund.



West Fargo Police Department

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

To whom it may concern,

The West Fargo Police Department is looking to advance its training with the addition of a virtual reality (VR) training system. The Street Smarts VR system has exclusive features that are not offered by other VR systems and vendors. This includes an exclusive VR arrangement with Advanced Law Enforcement Rapid Response Training (ALERTT). The ALERTT training model is endorsed by the FBI as the gold standard of active shooter training. This training includes pre-made, scripted active shooter scenarios and a configurable shoot house to practice room clearing per the ALERTT model. The West Fargo Police Department can be confident that school outreach on active shooter training will match what is taught internally.

The Street Smarts VR system is also a simple training device with simple hardware, allowing officers to train as similar as possible to a real-world scenario. The Street Smarts VR system uses an advanced HTC Focus 3 headset run off of a Dell, Alienware laptop. Street Smarts VR system was successful in launching new technology that allows for a system run away from base stations.

An upcoming feature of the Street Smarts VR system will be new software that includes evidence backed, scripted content on responding to mental health calls for service. Street Smarts VR has partnered with Wilfred University to produce data to assist with Crisis Intervention Training (CIT). CIT has previously been focused on the big picture, with resources communities can use to

address these difficult situations. The new content being created by Wilfred University is the hands-on, follow up scenario work after the CIT. These are developed by mental health professionals to ensure the actions depicted are accurately captured.

In 2024, the Streets Smart VR system will include the launch of crime scene processing. This will utilize the “quiz” feature built into the software and headset. Trainees will see a crime scene and must determine what evidence to collect and how to properly collect it. This is just one example of how VR can address more than just use of force training.

These are just a few of the training benefits that the Street Smarts VR system will bring to the officers of the West Fargo Police Department. This training will push our officers to the next level with training on hundreds of scenarios focused on de-escalation techniques, crime scene identification, and multiple styles of use of force options. The Street Smarts VR system and its equipment rise above other options due to the variety of real life scenarios. This purchase will benefit staff, and the community, as our officers will continue to expand and adapt their trainings to fit the growing needs of the metro region.

The Street Smarts VR system equipment delivery is approximately 90 days after receiving a purchase order. The Street Smarts VR system team will be on-site for a day of training. The equipment comes in one pelican case making transportation and storage easy, with set up and tear down in little over ten minutes. The equipment does not require the internet and includes a training space of 30x30 feet with the ability to expand to approximately 50x50 feet in 2024.



West Fargo Police Department

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

Attached is the quote given by Bill Boyd, a sales representative of Street Smarts VR system. Attached is a document with more information on the system as well. With the number of training requirements the department wishes to utilize, this system is something can be sole sourced when purchasing as Street Smarts VR system is the only organization offering this service and technology.

STREET SMARTS VR

44 Wall St. Suite 702, New York, NY 10005

DUNS: 081290398 | Cage Code: 856Y6

UEI: Z5JMXMTMDEL3 | TIN: 821910641



STREET SMARTS VR

Quoted To:

West Fargo Police Department

Jason Anderson

800 4th Ave E., Ste. #2, West Fargo, ND 58078

jason.anderson@westfargond.gov | 701-799-8880

Quote Number: Q2023-094A

Account Executive:

Bill Boyd | bill.boyd@streetsmartsvr.com

Quote Date: 11/8/23

Quote Expiration: 2/6/2024

Prepared By:

Frances Sharp | frances.sharp@streetsmartsvr.com | 832-690-7235

Sales Enablement Coordinator

Total Quote \$95,000.00

Integrated VR Security Training Solution	Quantity	Cost	Subtotal
Software License Contract 1 User software license and updates with 60-month license: Access to and unlimited usage of entire training scenario library, including all scenario and feature updates three times per year, for 60 months 5 yr plan includes hardware refresh at the end of the 3rd year	1 60 months	\$95,000.00 Software & Hardware Integrated Solution	\$95,000.00
VR Hardware Training Package			
Core Hardware Components Focus 3, VR Headset & Controllers Alienware M18 Laptop Intel Core i9-13900HX, 32GB DDR5, 1 TB M.2 PCIe NVMe, RTX 4080, Windows 11 Pro Wireless Mouse Wireless Router RT-AXE7800 Fovetic Stands (2 pack/kit) Power Strip Rugged Carrying Cases	1	Incl.	
User Devices			
SSVR Glock 17	1	Incl.	
SSVR Recoiling M4	1	Incl.	
SSVR ECD 26P [ECD 7 available upon request]	1	Incl.	
SSVR Flashlight	1	Incl.	
SSVR Baton	1	Incl.	
SSVR OC Spray	1	Incl.	
SSVR Warranty Service			
Manufacturer warranty on HTC Hardware VR Headset, Wireless Adapter, Base Stations, and VR Trackers for service contract duration	1	Incl.	
Warranty on Street Smarts VR Software and proprietary user interface tools for service contract duration	1	Incl.	
Delivery, Implementation, Train-the-Trainer			
Shipping Please allow 60-90 days for delivery of SSVR hardware to delivery sites.	1	Incl.	
Train-the-trainer session(s), on location Includes up to 4 hours of hardware & software training	1	Incl.	

Quote Total \$95,000.00



STREET SMARTS VR

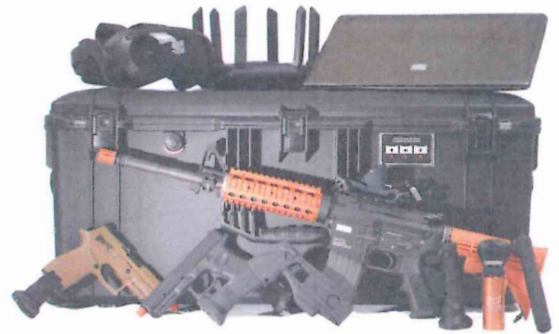
Redefining how first responders train

STREET SMARTS VR

BETTER TRAINING, BETTER PERFORMANCE, BETTER OUTCOMES

Train like you're there, Respond at your best

Street Smarts VR (SSVR) is a virtual reality based training platform optimized to help those who protect, defend, and save others perform at their highest potential. By combining a fully immersive experience with an ever-expanding library of training content and training tools, we prepare your team for high-risk and worst- case situations safely, effectively, and with repeatability.



32 States | 14 Countries | 70+ DoD Bases | Federal Agencies | Private Security



Product details



Immersive

Train with your weapon loadout in a hyper-realistic environment with 540-degree field of view, freedom of movement, and sub-millimeter precise tracking.



Mobile

Highly portable and easy to deploy. Set up a training area as compact as 3' x 3' or as large as 25' x 25' that packs into a 33" case when finished.



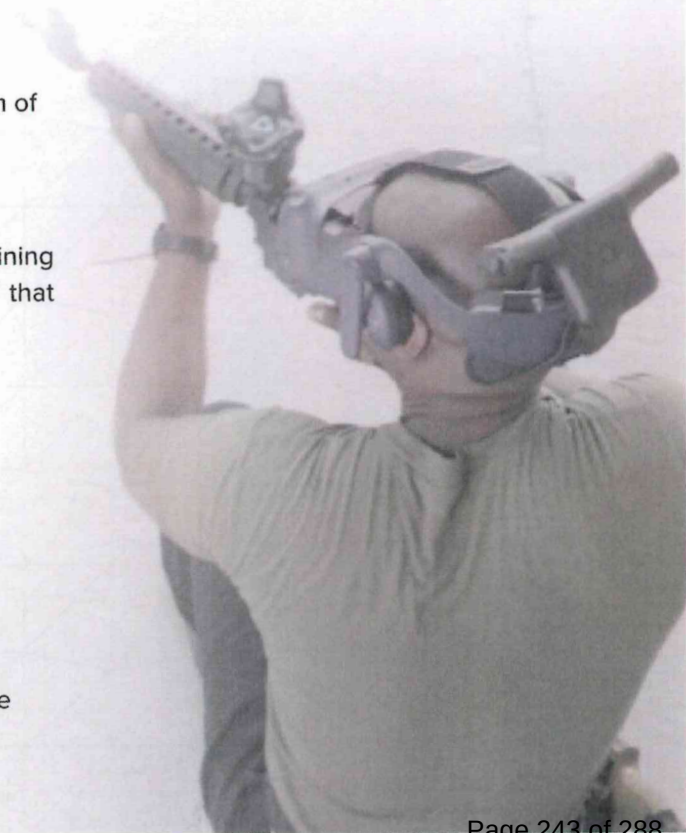
Configurable

Customize ranges, tactical drills, and scenarios for highly tailored dynamic training to help exceed performance objectives.



Future-proof

Regular product releases 3x per year address new policies, incidents, and strategic objectives to future proof your agency.



Our flexible training platform teaches appropriate tactical, use of force and advanced de-escalation techniques for the modern officer.

Realistic Weapons Loadout



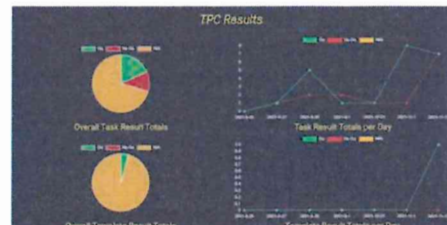
SSVR's weapons accurately replicate the form, fit, and function of your existing weapon systems, enhancing training realism. The native recoil feature available with the M4 rifle and Glock pistol provides officers with a more immersive training experience,

Tactical Drills



Train close quarter's tactics, techniques, and procedures (TTP) in a configurable shoot-house environment built in partnership with ALERRT. Utilize over 1K+ configurations to maximize training outcomes.

Training & Readiness Standard:



Monitor and Assess Trainee Performance using SSVR's Built-in Data Analytics Module. The SSVR program leverages service-level manuals and agency policies to monitor results.

High Fidelity Graphics



SSVR features high-fidelity graphics to offer unparalleled realism in training scenarios. This advanced visual quality enhances decision-making and tactical skill development by closely mimicking real-world environments and characters.

Weapons Familiarization



SSVR offers both indoor and outdoor firing ranges, ready for immediate use. Design and personalize your own qualification course to optimize performance and reduce range time.

Data Driven Validation



SSVR has participated in several academic case studies that have validated the effectiveness of VR training. This ensures that our product has been thoroughly evaluated by subject matter experts in the field.

Pre-Scripted Training Content

&

Custom Scenario Builder



Place trainees at the point of friction in dynamic operating environments that drive critical decision-making under high stress conditions. SSVR scenario library includes a wide range of content to train proper tactics in de-escalation and use of force.



Manipulate virtual environments and control avatar behaviors in real-time increasing training variability. SSVR Creator provides instructors the flexibility to create new scenarios on the fly.





STREET SMARTS VR



To: West Fargo City Commission
From: Matthew Andvik, Public Works Director
Date: January 8, 2024
Subject: Sanitation Rate Change.
Action: Presentation of Sanitation Rate Change Option (informational only).

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:

At the December 18, 2023 Commission meeting, three different options for Sanitation Rate Changes and two Options for Bulky Items Pickup were presented. Concerns about scheduling bulky item collection, Multi-Family rate increase, and increasing the 96-gallon can rate were raised. Because of these questions, the item was tabled and the Commission instructed updated options be brought back at the 2nd meeting in January.

Taking the direction from the Commission and further public input, options were revised to accommodate feedback.

The following concerns were addressed: 96-gallon carts fully recouping disposal cost based on average weights, commercial account rates have a higher initial increase, and multi-family units flat rate. A 96 gallon can increased to \$3 higher than a 64 gallon can. This will insure that we would recoup all disposal cost for the increased waste. The commercial rate was changed to an increase of 3.5% in 2024. The flat rate for multifamily units was increased to 80% of the residential rate. A flat rate will make it easier to track cost and all multifamily units will pay the same. Multifamily units will also be charged the \$10 per bulky item fee.

The Bulky item collection would be \$10 per item unless otherwise specified. We would request residents schedule item collection through the website or phone. Our drivers will also monitor for items on that are out and will mark them as well.

Also included is an Option of a higher rate that will cover the cost of the bulky items. With the second option we would still request that the residents schedule item collection, but there would not be a per item fee (appliance fees would still apply).

At this time these options are for your information at this time and no action is required. At the January 22, 2024 meeting I will bring these options forward for approval of one of the options.

Financial Analysis:

This rate option 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 of slightly over \$2 million.

Process/Timeline:

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

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

West Fargo Sanitation Rate Proposal						
	2023	2024	2025	2026	2027	2028
Percent increase	-	17%	15%	12%	5%	3%
Residential rate 64 gal	\$17.50	\$20.48	\$23.55	\$26.37	\$27.69	\$28.52
Residential rate 96 gal		\$23.48	\$26.55	\$29.37	\$30.69	\$31.52
Second 64 gal can/mo.		\$6.00	\$6.90	\$7.73	\$8.11	\$8.36
Second 96 gal can/mo		\$9.00	\$10.35	\$11.59	\$12.17	\$12.54
Multifamily flat rate		\$16.38	\$18.84	\$21.10	\$22.15	\$22.82
Commercial rate increase		3.5%	3%	3%	3.5%	3%
Roll off Rate increase		3%	3%	3%	3%	3%
Bulky Item Collection Changes						
\$10 per item (unless specialty item). Pick ups to be scheduled through website or phone. Drivers will also monitor for items and will schedule pick up if needed. When scheduled, pick up does not need to be on your garbage day. (This applies to Bulky Items ONLY please see website for list of acceptable items)						
\$20 charge for Mattresses/box springs						
\$25 charge for Appliances non Freon/metal						
\$60 charge Appliances with Freon						
No Charge for Brush Collection						
\$30 charge for bin/dumpster exchange						
\$30 charge for extra stop						

West Fargo Sanitation Rate Proposal Option 2						
	2023	2024	2025	2026	2027	2028
Percent increase	-	22%	15%	12%	5%	3%
Residential rate 64 gal	\$17.50	\$21.35	\$24.55	\$27.50	\$28.87	\$29.74
Residential rate 96 gal		\$24.35	\$27.55	\$30.50	\$31.87	\$32.74
Second 64 gal can/mo.		\$6.00	\$6.90	\$7.73	\$8.11	\$8.36
Second 96 gal can/mo		\$9.00	\$10.35	\$11.59	\$12.17	\$12.54
Multifamily flat rate		\$17.08	\$19.64	\$22.00	\$23.10	\$23.79
Commercial rate increase		3.5%	3%	3%	3.5%	3%
Roll off Rate increase		3%	3%	3%	3%	3%
Bulky Item Collection Changes						
No Charge per item (unless specialty item). Pick ups requested to be scheduled through website or phone. Drivers will also monitor for items and will schedule pick up if needed. When scheduled, pick up does not need to be on your garbage day. (This applies to Bulky Items ONLY please see website for list of acceptable items)						
\$25 charge for Appliances non Freon/metal						
\$60 charge Appliances with Freon						
No Charge for Brush Collection						
\$30 charge for bin/dumpster exchange						
\$30 charge for extra stop						

PROPOSED SANITATION CHANGES: FACT SHEET

WHY ARE RATES INCREASING?

The City of West Fargo's Sanitation Division will raise rates for the first time since 2019. This rate increase is due to a variety of factors including:

- Cost of disposal
- Cost of equipment
- Cost of materials
- Cost of contracts



DISPOSAL



EQUIPMENT



MATERIALS & CONTRACTS

HOW DOES THIS BREAK DOWN?

COST OF DISPOSAL

- Landfill tipping fees have increase from \$43/ton in 2019 to \$51/ton in 2023.

COST OF EQUIPMENT

- Garbage trucks have increased in cost due to limited availability and steel price increases.
- Similar model trucks purchased today are approximately \$60,000 more than just three years ago.

COST OF MATERIALS

- Due to price increases in steel, fuel, and other materials; prices for dumpsters, equipment parts, and supplies have also increased.

COST OF CONTRACTS

- The City's recycling contract has had 3% year increases for services.

PROPOSED SANITATION CHANGES: FACT SHEET

WHY ARE RATES DIFFERENT THAN SANITATION STUDY RESULTS?

1. The Sanitation Study created a “test year” for 2024 beginning in May 2023. Since that time, the City has passed the 2024 budget – the differences have been considered in the proposed rate schedules.
2. Based on the Sanitation Study recommendations, the Sanitation Department has added front-load conversion of the commercial fleet to the 10-year equipment replacement plan.
 - a. This has adjusted the proposed rate schedule.
3. Additional changes to multi-family housing garbage rates have also been added into the proposed rate schedules.

PROGRAM CHANGES HIGHLIGHTS

GARBAGE AND RECYCLING SCHEDULE

- Moving Friday residential garbage and recycling collection to Wednesday.

FOLLOW TRUCK

- Follow truck for extra or bulky material collection will be discontinued and replaced:
 - Billing for second garbage bins
 - Offering a 96-gallon garbage bin
 - Scheduling large, bulky item collection

COMMERCIAL COLLECTION

- Front-end loaders will be added into the commercial collection fleet.

DIVISION UPDATES

- Updating rates and fees to match current prices.
- Changing Sanitation Division to Public Works Department of Solid Waste.

PROPOSED SANITATION CHANGES: FACT SHEET

HOW WILL RESIDENTIAL COLLECTION CHANGES BE IMPLEMENTED?

1. All changes will be preceded by six months of education, outreach and notices to residents.
2. A budget amendment will be presented for additional funds to create and send information to residents.
3. All social media pages and the website will be updated with new information.

All bulky item pricing will be approved by the City of West Fargo Commission.

PROGRAM CHANGE IMPLEMENTATION

BULKY COLLECTION PROGRAM

- Replace "follow truck" with a scheduling system either through an online portal or over the phone.
 - Starting with 40-50 collections each day that will not need to be scheduled on garbage day.
- Roll-off and dumpster rentals available for large debris piles.
- Bulky items will include:
 - Couches
 - End tables
 - Computer desks
 - Snow blowers
 - Appliances
 - Beds
 - Book cases
 - Lawnmowers
 - Barbeque grills
 - Kitchen table
- Bulky items will not include:
 - All building materials
 - Carpet
 - Boxes
 - Sheet rock
 - Kitchen cabinets
 - Concrete
 - Windows
 - Fences
 - Siding
 - Electronics
 - Brick
 - Dirt
 - Tires
 - Shingles

PROPOSED SANITATION CHANGES: FACT SHEET

WHAT CHANGES WILL TAKE PLACE TO FRONT-END LOADERS FOR COMMERCIAL COLLECTION?

Front load trucks only require one operator, prevent additional injury risk to staff, and can reduce enclosure footprint which retains valuable space for commercial businesses.

PROGRAM CHANGE IMPLEMENTATION

FRONT-END LOADERS FOR COMMERCIAL COLLECTION

- In 2025, two front-end load trucks will be ordered with “Johnny Jaws” attachments.
 - Two trucks ordered to service one route with a spare truck available if one becomes out of service.
 - “Johnny Jaws” allow a front-end load truck to service rear load dumpsters up to four yard containers.
 - This will allow the front-end load truck fleet to start work without a larger investment into front-end load dumpsters all at one time.
 - \$75,000 will be used to purchase front-end load dumpsters to convert some larger dumpsters to front-end loaders.
 - In 2026, one rear load truck was previously scheduled to be replaced. It will be replaced with a front-end load truck and “Johnny Jaws” attachment with \$85,000 for front-end load dumpsters.
 - Moving forward rear load trucks will be replaced with a front-end load truck and use \$100,000 for containers.
 - The commercial fleet will be entirely converted to front-end load trucks in 2031.



"Consent" or "Regular" Agenda
Item?

[Regular]

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: January 8, 2024

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

Action: Conduct the Resolution of Necessity Hearing and Approve
Resolution of Insufficient Protests.

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:

At the November 20, 2023 Commission meeting, the Commission approved the Engineer's Report and set the hearing date for January 8, 2024. To date, the Engineering Department has received 31 letters of protest from the 1,350 letters that were sent out. This represents 1.94% of the Improvement District area which does not constitute a majority of the District.

The following documents are attached for review/consideration:

- Parcel Opposition Maps
- Affidavit of Publication
- Resolution of Insufficient Protests.

Staff Recommendation: Conduct the Resolution of Necessity Hearing and Approve Resolution of Insufficient Protests.

Policy Analysis:

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

Financial Analysis:

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

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

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

As mentioned at the Commission Meeting on November 14, 2023, when a new 5-year CIP is brought forward in 2024, assessment percentages may be changed which could lower the assessed amount and increase the

City's cost share which would be reflected in the final assessments to be certified after the project has been constructed.

Previously Presented Information and Commission Actions:

November 20, 2023-

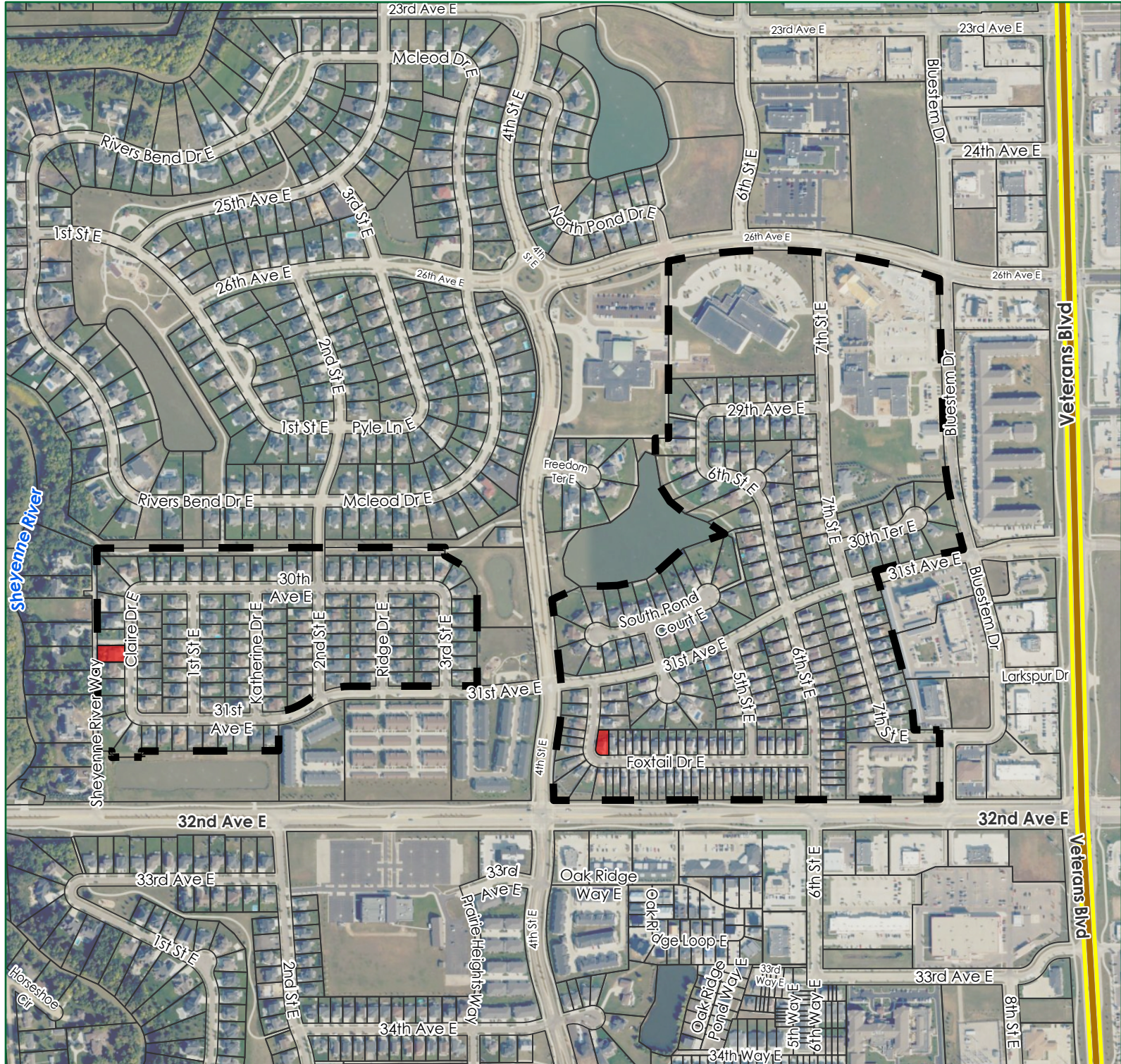
- **Staff Recommendation:** Approve Amended Engineer's Report and Amended Resolution Declaring Work Necessary.
- **Commission Action:** Commissioner Simmons moved and Commissioner Olson seconded to approve. Commissioner George opposed, motion carried on a 4 to 1 vote.

July 10, 2023

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

February 6, 2023-

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



STREET IMPROVEMENT DISTRICT NO. 2261

North Neighborhoods



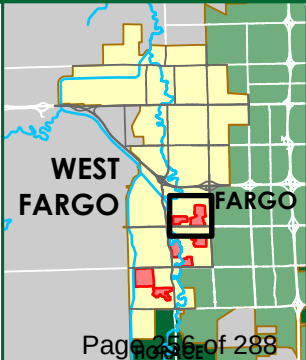
Date Exported:
1/2/2024

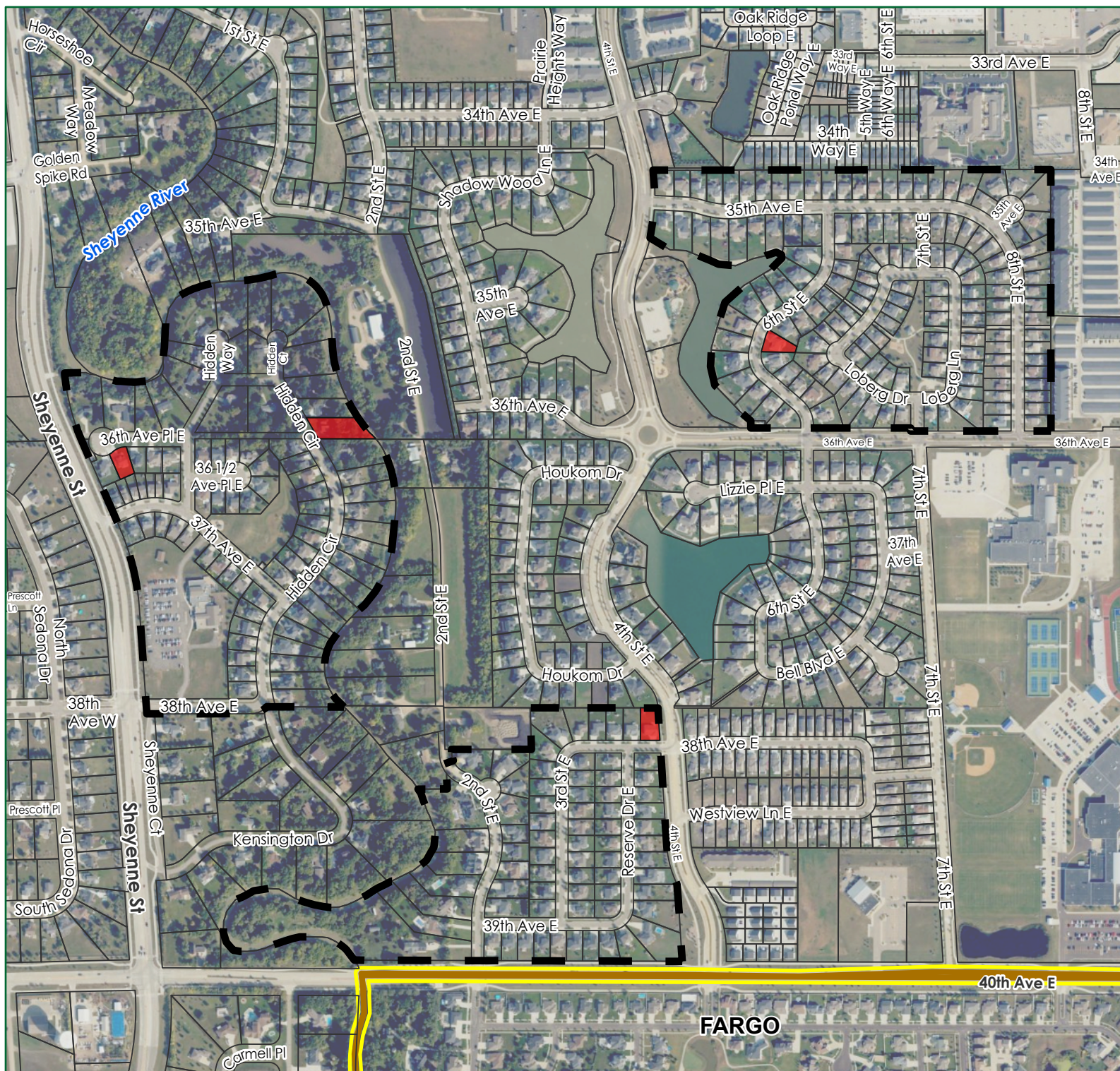


PARCEL SUMMARY

Total Number of Parcels in District: 1,355
 Total Area of Parcels in District: 362.6 ac
 Total Number of Parcels in Opposition: 31
 Total Area of Parcels in Opposition: 7.04 ac
 Percentage of area of Parcels in Opposition: 1.94%

- Improvement District
- Opposition Letter Received
- Parcel Boundary
- City Boundary





STREET IMPROVEMENT DISTRICT NO. 2261

Central Neighborhoods



Date Exported:
1/2/2024

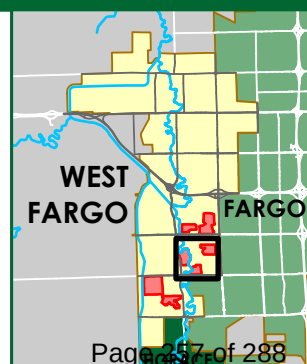


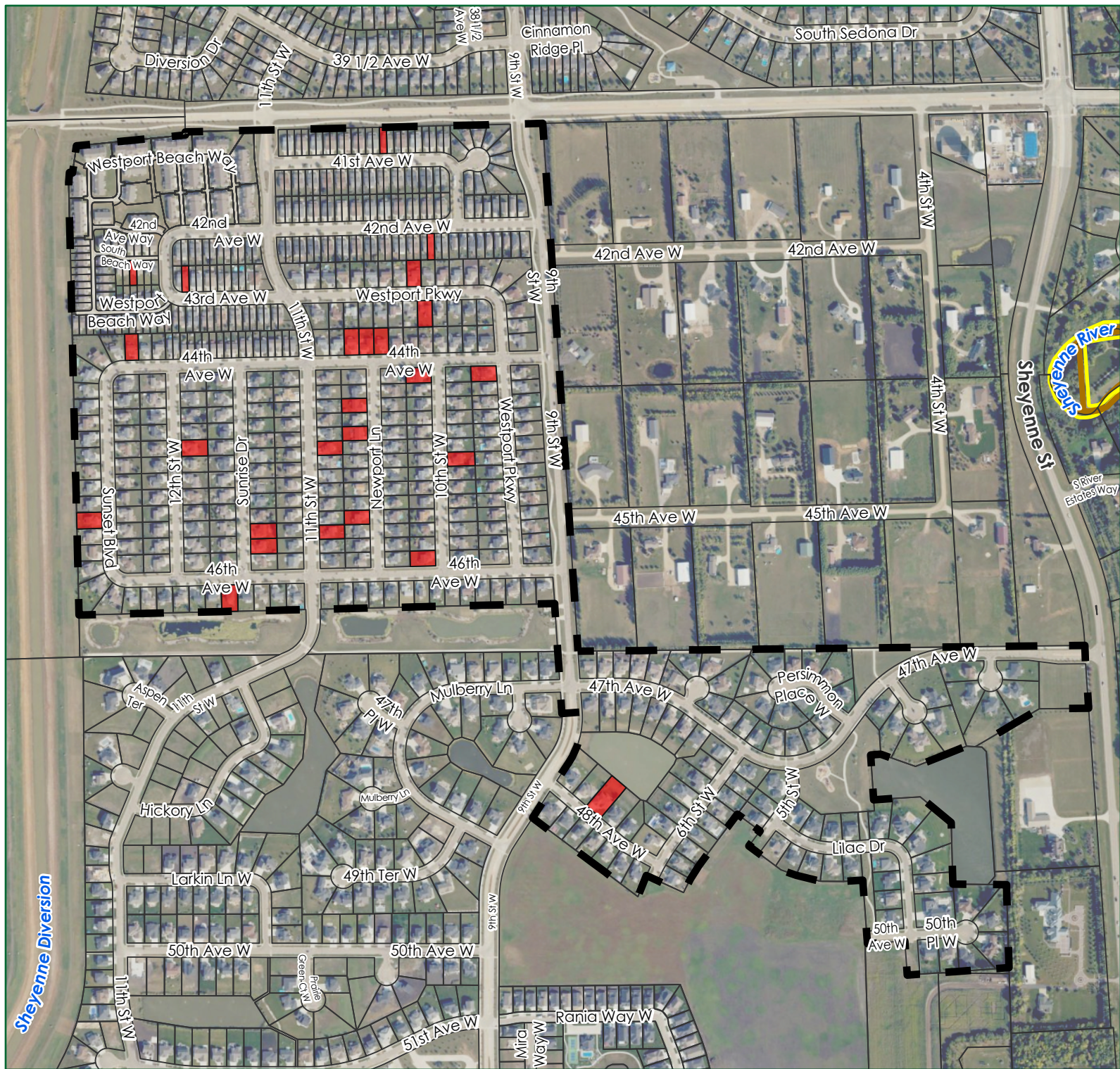
PARCEL SUMMARY

Total Number of Parcels in District: 1,355
 Total Area of Parcels in District: 362.6 ac
 Total Number of Parcels in Opposition: 31
 Total Area of Parcels in Opposition: 7.04 ac
 Percentage of area of Parcels in Opposition: 1.94%



- Improvement District
- Opposition Letter Received
- Parcel Boundary
- City Boundary





STREET IMPROVEMENT DISTRICT NO. 2261

South Neighborhoods



Date Exported:
1/2/2024

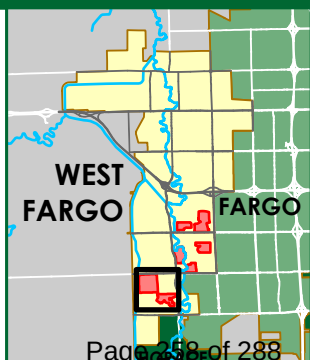


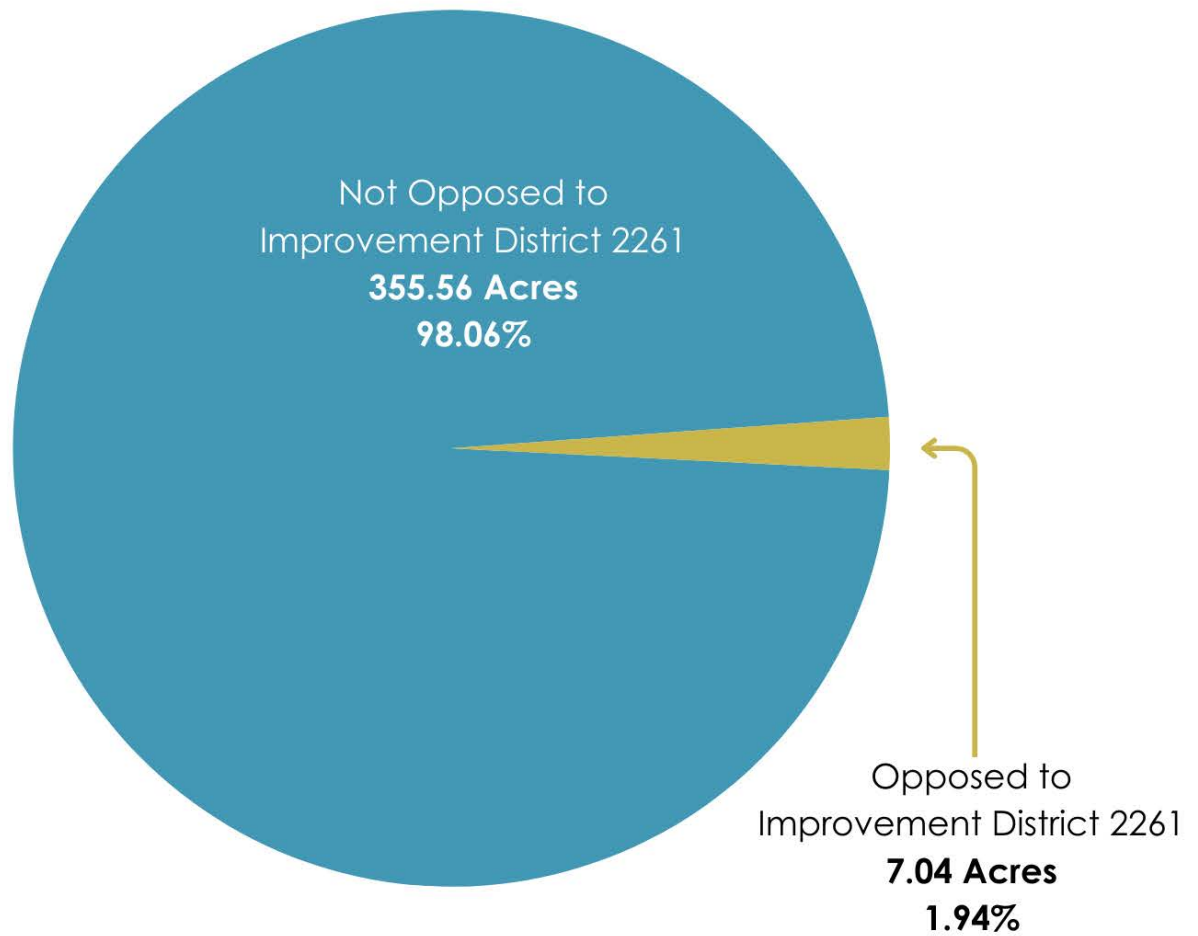
PARCEL SUMMARY

Total Number of Parcels in District: 1,355
 Total Area of Parcels in District: 362.6 ac
 Total Number of Parcels in Opposition: 31
 Total Area of Parcels in Opposition: 7.04 ac
 Percentage of area of Parcels in Opposition: 1.94%



- Improvement District
- Opposition Letter Received
- Parcel Boundary
- City Boundary





STREET IMPROVEMENT DISTRICT NO. 2261



PARCEL SUMMARY

Total Number of Parcels in District: 1,355
 Total Area of Parcels in District: 362.6 ac
 Total Number of Parcels in Opposition: 31
 Total Area of Parcels in Opposition: 7.04 ac
 Percentage of area of Parcels in Opposition: 1.94%

AFFIDAVIT OF PUBLICATION

STATE OF NORTH DAKOTA

ss.

COUNTY OF CASS

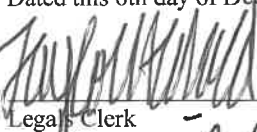
Taylor Herhold, The Forum of Fargo-Moorhead, being duly sworn, states as follows:

1. I am the designated agent of The Forum of Fargo-Moorhead, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspaper listed on the attached exhibit.

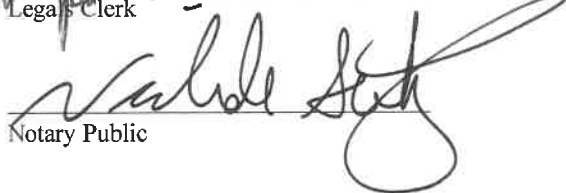
2. The newspaper listed on the exhibit published the advertisement of: *Legal Notice*; (2) time: *Wednesday, November 29, 2023, Wednesday, December 6, 2023*, as required by law or ordinance.

3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

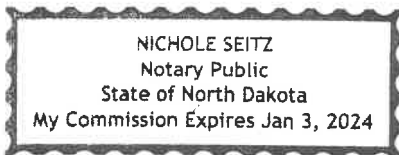
Dated this 6th day of December, 2023



Legal Clerk



Notary Public



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

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

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

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

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

Dated: November 20, 2023

APPROVED:
Bernie L. Dardis
President of Board of City Commissioners

ATTEST:

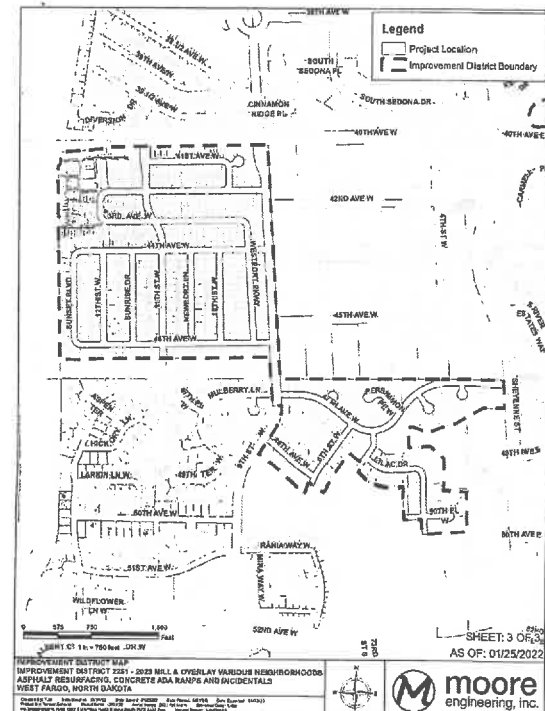
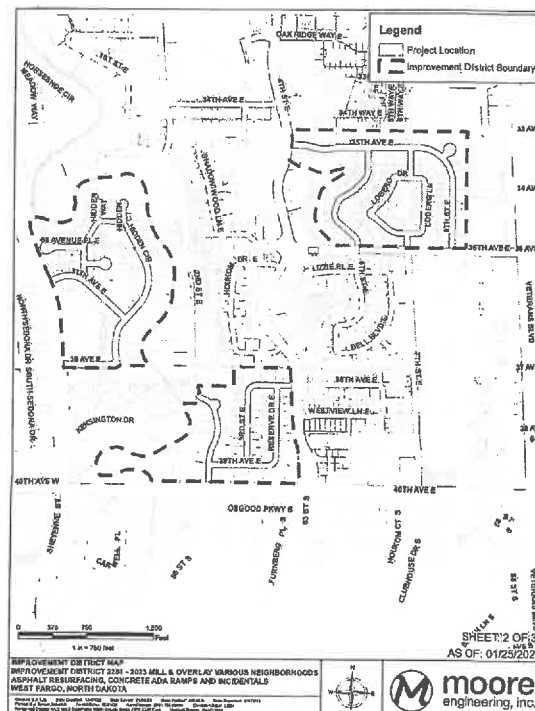
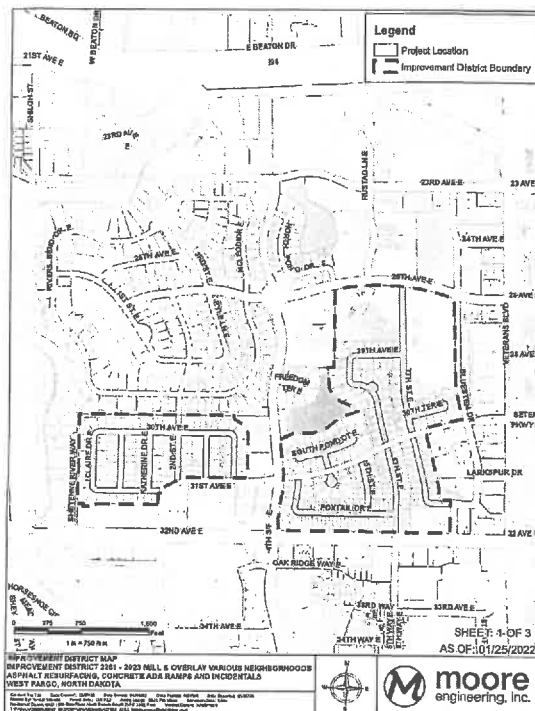
Dustin T. Scott
City Auditor

STATE OF NORTH DAKOTA } ss.
COUNTY OF CASS }

I, Dustin T. Scott, the duly appointed, qualified and acting City Auditor of the City of West Fargo, do hereby certify the foregoing to be a full, true and correct copy of the resolution adopted by the Board of City Commissioners of the City of West Fargo, at the meeting of the Board held on the 20th day of November, 2023, and that such Resolution is now a part of the permanent records of the City of West Fargo, as such records are filed in the office of the City Auditor.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of November, 2023.

Dustin T. Scott
City Auditor
West Fargo, North Dakota



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. 2261 – 2024 Mill and Overlay, Curb and Gutter Replacements, 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. 2261 – 2024 MILL AND OVERLAY,
CURB AND GUTTER REPLACEMENTS, 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. 2261 – 2024 Mill and Overlay, Curb and Gutter Replacements, and Incidentals of the City of West Fargo, consisting of milling and overlaying various roadways in developments that were constructed approximately 10 to 15 years ago across the City 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: January 8, 2024

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. 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: January 8, 2024

Subject: Lighting Standard Improvements – HPS to LED (Citywide)

Action: Create Project No. 9040; Approve Engineer's Report; Approve 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:

The city was awarded a Carbon Reduction Program (CRP) grant to upgrade existing street lights to LEDs. These funds are for FY2024 and will need plans and specifications for a bid this year. The grant will fund 80% of project cost with a \$300,000 grant cap. Attached Task Order is for consultant to complete plan production for bid.

The following documents are attached for review/consideration:

- Engineer's Report
- Task Order No. 2023-01-1 for "Basic Services"
- Associated Resolutions

Staff Recommendation: Create Project No. 9040; Approve Engineer's Report; Approve Task Order for "Basic Services"; and Direct Engineer to prepare Plans and Specifications

HDR Engineering was selected for this work due to their previous and specialized knowledge of this work as they were the design engineer for the City of Fargo's 2023 CRP LED conversion project.

Policy Analysis:

The grant was awarded to the city for the specific purpose of upgrading existing street lights across the north side of town to LEDs. The Engineering department will work with the consultant to maximize the LEDs to convert and upgrade entire corridors. Engineering and Public Works will look to continue to convert existing street lights to LEDs with future projects.

Financial Analysis:

The City was awarded a \$300,000 grant that requires a minimum \$75,000 match to upgrade existing street lights. The scope of the project will reflect this budget but will require additional city funds for design and additional project scope. No special assessments are proposed with this project.

Previously Presented Information and Commission Actions:

June 5, 2023 –

- Staff Recommendation: Accept CRP Grant
- Commission Action: Commissioner Simmons made a motion to table this item until the June 19, 2023 Commission Meeting, allowing staff to gather more information regarding the CRP Grant. Commissioner Anderson seconded. No opposition, motion carried.

June 19, 2023 –

- Staff Recommendation: CRP update and acceptance of the Grant
- Commission Action: Commissioner Olson made a motion to approve and Commissioner George seconded. No opposition, motion carried.

Engineer's Report

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

Project No. 9040

Lighting Standard Improvements – HPS to LED (Citywide)

General Nature (Scope)

In recent years, the West Fargo Public Works Department has been replacing lighting fixtures from existing high-pressure sodium (HPS) to LED within the City's core area located north of Interstate 94.

The City applied for and was awarded a Carbon Reduction Program (CRP) grant to upgrade existing HPS street lights to more efficient LED street lights.

HDR Engineering was hired to conduct a photometric analysis of the 20 corridors of interest provided by the City. Existing luminaire data was collected by City Engineering Staff and provided which included location, pole height, manufacturer and luminaire type as well as historic manufacturer specifications sheets for existing lighting.

As these funds are administered via NDDOT and the Fargo-Moorhead Council of Governments (MetroCOG), the project will require to be designed, bid out and contracted via the NDDOT bidding processes.

Purpose

Upgrade existing light poles with new poles and LED fixtures will greatly reduce the amount of energy that they use, saving costs and reducing carbon emissions by reducing the energy needing to be produced to light our streets.

Feasibility

This project is estimated to cost \$624,250 which is to be paid for via a \$300,000 grant received through the CRP grant fund with the remainder being paid for utilizing Capital Improvement Sales Tax funds.

Estimate of Probable Cost

Construction		\$551,250
Bid Proposal Items	\$501,250	
Contingency (~10%)	\$50,000	
Consultant (Design/Construction)		\$73,000
Legal		\$0
Administration		\$0
Total Estimated Cost		\$624,250

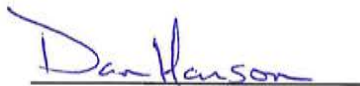
Source of Funds

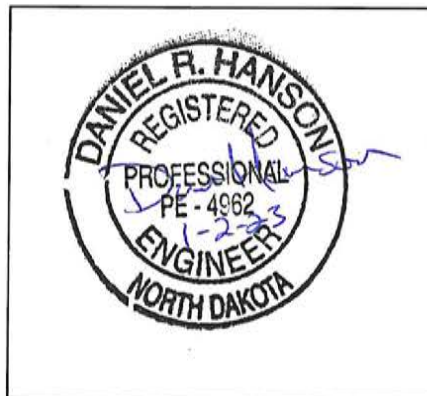
CRP Grant Funding		\$300,000
City Funds		\$324,250
Capital Impr. Sales Tax	\$324,250	
Water/Sewer Revenue	\$0	
Water/Sewer Bond	\$0	
Total		\$624,250

Attachments (Available upon request)

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

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


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



TASK ORDER NO. 2023-01-1

This is Task Order No. **2023-01-1**,
consisting of 4 pages.

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated **JUNE 16, 2023**, Owner and Engineer agree as follows:

1. TASK ORDER DATA

a.	Effective Date of Task Order:	January 08, 2024
b.	Owner:	City of West Fargo
c.	Engineer:	HDR Engineering, Inc.
d.	Specific Project (title)	Project No. 9040 – Street Light Replacement
e.	Specific Project (description):	Preliminary engineering and construction plan production for street light replacement project.
f.	Related Task Orders Supplemented by this Task Order: 2023-01 Superseded by this Task Order:	Task order 2023-01-1 is additional services to supplement Task Order 2023-01

2. BASELINE INFORMATION

Baseline Information. Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Owner received carbon reduction program funding for replacement of existing high pressure sodium street light fixtures. Owner desires to retain Engineer to perform preliminary engineering for up to nine-hundred (900) fixtures along up to twenty (20) corridors within the City.

Task Order.

EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition.
Copyright© 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Page 1 of 4

3. SERVICES OF ENGINEER ("SCOPE")

- A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:
Exhibit A to Task Order, "Engineer's Services for Task Order," as attached to this specific Task Order.
- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.
- C. Resident Project Representative (RPR) Services: **Not Applicable**
- D. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

4. DELIVERABLES SCHEDULE

- A. In submitting required Documents and taking other related actions, Engineer and Owner will comply with Exhibit A to Task Order, attached to this specific Task Order.

5. ADDITIONS TO OWNER'S RESPONSIBILITIES

- A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order: **None**

6. TASK ORDER SCHEDULE

- A. In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule: **Not Applicable**

7. ENGINEER'S COMPENSATION

- A. The terms of payment are set forth in Article 4 of the Main Agreement.
- B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Task Order.

EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition.
Copyright© 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Page 2 of 4

Description of Service	Task Order No.	Previous Fee Amount	Increased Fee Amount	Amended Maximum Fee Amount
1. Basic Services	2023-01			
a. Preliminary Engineering		\$33,030.00		\$30,030.00
2. Basic Services	2023-01-1			
a. Construction Plan Production			\$43,000.00	
ADDITIONAL SERVICES SUBTOTAL (Task Order 2023-01-1)			\$43,000.00	
TOTAL COMPENSATION (Task Order 2023-01 Task Order 2023-01-1)		\$30,030.00	\$43,000.00	\$73,030.00

- C. Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

8. ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:

A. **NONE**

9. EXHIBITS AND ATTACHMENTS:

- A. Exhibit A to Task Order—Engineer's Services Under Task Order
B. Exhibit B to Task Order—Engineer's Work Hour and Fee Estimate
C. Other: **NONE**

Task Order.

EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition.
Copyright© 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Page 3 of 4

Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

OWNER: City of West Fargo

ENGINEER: HDR Engineering, Inc.

By: _____

By: Jason L. Kjenstad

Print Name: Dustin T. Scott

Print Name: Jason Kjenstad, PE

Title: City Administrator

Title: Sr Vice President / Area Manger

Engineer's License or Firm's
Certificate No. (if required): 166C
State of: North Dakota

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Daniel R. Hanson

Name: Matthew Huettl, PE

Title: City Engineer

Title: Transportation Engineer

Address: 800 4th Ave E
West Fargo, ND 58078

Address: 51 N Broadway, Suite 550
Fargo, ND 58102

E-Mail
Address: daniel.hanson@westfargond.gov

E-Mail
Address: matthew.huettl@hdrinc.com

Phone: 701.515.5103

Phone: 701.353.6115

Date: _____

Date: 12-21-2023

Task Order.

EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition.
Copyright® 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Page 4 of 4

Exhibit A
December 18, 2023

Street Lighting Project 9040
City of West Fargo, North Dakota
PROJECT SCOPE OF SERVICES
HDR Engineering, Inc.

Design and project data will become the property of the City of West Fargo upon completion of the project. Project information will be generated following the formats, standards, and regulations below:

- Microsoft Word
- Microsoft Excel
- Microsoft "Project"
- Bentley OpenRoads Designer (10.10.01)
- Bentley MicroStation
- NDDOT CADD Manual
- NDDOT Consultant Services Manual
- NDDOT Design Manual and Plan Preparation Guide Website
- Adobe Acrobat (standard or compatible)

PROJECT OVERVIEW

The scope of this project is to develop construction plans for the replacement of existing high pressure sodium (HPS) luminaires with equivalent light emitting diode (LED) luminaires. The lighting systems are on arterial and collector roads.

SCOPE OF SERVICES TO BE PERFORMED:

Task 1 – Project Administration (*additional effort to Task Order 2023-01*)

Deliverables

- Bi-weekly progress reports.
- Monthly project invoices.

1.1 Project Development and Staff Meetings

HDR's project manager will monitor project milestones and conduct staff meetings as needed to coordinate with project staff and to discuss work plan. The project scope and budget will be tracked, and the City of West Fargo will be notified of potential changes.

1.2 Coordination with City of West Fargo and NDDOT

Coordination will take place with City of West Fargo and NDDOT staff throughout the project. Communication methods may include in person and online meetings, phone calls, and e-mails. Meeting minutes will be prepared and distributed to meeting attendees.

1.3 Progress Reporting and Invoicing

HDR will prepare and submit monthly progress reports to the appropriate City of West Fargo Representatives in electronic PDF format via e-mail. The report will include percent complete of milestone activities; a review of activities completed since previous progress report, and planned activities for next reporting period. The report will also include action items to be completed by the City of West Fargo. Monthly invoices will be reviewed by the Project Manager prior to submittal to the City of West Fargo for payment.

1.4 QA/QA and Management Reviews

QC/QA reviews will be conducted in accordance with HDR's QC/QA plan.

Task 2 – Preliminary Engineering – included in Task Order 2023-01

Exhibit A
December 27, 2023

Task 3 – Construction Plan Production

Deliverables

- 90% (PS&E) Construction Plan Set
- 90% (PS&E) Opinion of Probable Construction Costs
- 100% (Final) Construction Plan Set
- 100% (Final) Opinion of Probable Construction Costs
- One (1) Plan Addendum (up to twenty (20) sheets)

Key Understandings/Assumptions

- This scope assumes up to 100 plan sheets.
- An in-person PS&E Plan Review meeting will be held.

3.1 Construction Plans

HDR will prepare construction plans for the street lighting fixture replacement project 9040. Construction plans will be developed using NDDOT design manual and CADD standards. Specific plan elements and sections include:

- Title Sheet
- Table of Contents
- Scope of Work
- Notes
- Quantities
- Work Zone Traffic Control
- Lighting Layouts
- Standard Drawings
- Special Provisions

3.2 Plans in Hand Field Inspection

HDR will conduct the PS&E Plan Review and make necessary plan revisions based on PS&E comments.

3.3 Bidding Assistance

HDR will be available to answer pre-bid questions from contractors. HDR will provide staff to prepare up to one (1) addendum, if necessary. HDR will be available during the bid opening to assist in recommendations to award the project.

PROJECT SCHEDULE

HDR will schedule activities and work to meet the milestone dates listed below:

ACTIVITY	ANTICIPATED MILESTONE DATE
Notice to Proceed	01/09/2024
PS&E Plan Delivery to City of West Fargo	03/11/2024
Plans in Hand Field Inspection	03/27/2024
Final Plan Delivery to City of West Fargo	04/15/2024
Project Completion	06/01/2024

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION CREATING PROJECT NO. 9040 – LIGHTING STANDARD
IMPROVEMENTS – HPS TO LED, 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. 9040: Lighting Standard Improvements – HPS to LED, and Incidentals of the City of West Fargo; and

WHEREAS, it is deemed necessary to establish such a street light replacement project within the City of West Fargo;

NOW THEREFORE, be it resolved as follows:

That there is hereby created Project No. 9040 – Lighting Standard Improvements – HPS to LED, and Incidentals of the City of West Fargo, North Dakota.

Dated: January 8, 2024

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. 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 the replacement existing high pressure sodium street lights with more efficient LED lighting, and incidentals be constructed and made in Project No. 9040 – Lighting Standard Improvements – HPS to LED, 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: January 8, 2024

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. 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. 9040 – Lighting Standard Improvements – HPS to LED, and Incidentals.

Dated: January 8, 2024

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

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

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 the replacement existing high pressure sodium street lights with more efficient LED lighting, and incidentals in connection with the abvoce specified improvements, be constructed and made in Project No 9040 – Lighting Standard Improvements – HPS to LED, 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: January 8, 2024

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

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



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

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: January 8, 2024

Subject: 2024 Concrete Pavement Repair – Various City Locations

Action: Create Project No. 2282, Approve Engineer's Report; and Direct Engineering 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:

This project seeks to improve pavement conditions and preserve integrity of the city's collector and arterial roadway network. Public Works and Engineering have worked together to identify and evaluate locations where concrete pavement is in critical need of full depth repairs. A full-depth repair replaces the concrete section as well as addresses any underlying issues with subgrade materials, which varies due to nature and severity of failures. Adjacent ADA ramps have been added to the project to address deficient ramps along the corridors.

City staff have prepared the attached Engineer's Report and supporting documentation. If approved, our intent is to have city staff prepare final plans and manage the construction of this project.

The following documents are attached for review/consideration:

- Engineer's report
- Associate Resolutions for Approval

Staff Recommendation: Create Project No. 2282 – Concrete Pavement Repair; Approve Engineer's Report; Direct Plans and Specifications

Policy Analysis:

A concrete repair project of a similar scope was conducted in 2020, 2021, 2022, and 2023. As part of a proactive pavement management philosophy, we anticipate similar projects to continue annually. The Engineering Department will continue to collaborate pavement management projects with Public Works and strive to improve the quality and sustainability of our public streets.

Financial Analysis:

The total estimated cost is \$565,000. Proposed funding is capital improvement sales tax. The 2022 CIP has a budget of \$1,000,000. No assessments are proposed with this project.

Previously Presented Information and Commission Actions:

None

Engineer's Report

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

Project No. 2282

2024 Citywide Concrete Pavement Repair

General Nature (Scope)

The project will complete full depth concrete patching across the entire city. Full depth patching is required on concrete roadways at limited locations where the concrete panels have been damaged. Public Works has helped determined the locations, focusing on critical arterial corridors as much as possible. Public Works has also identified additional locations that need paving that cannot be done by their forces.

Purpose

This project will fix a portion of existing broken concrete panels across the city. Project will also address adjacent ADA ramps to the concrete repairs to address deficiencies. This project is necessary because many concrete panels near castings and along major and minor corridors have become damaged or cracked. Similar projects will continue to be completed in future years as new locations of pavement damage are identified by Public Works and Engineering.

Feasibility

This project has had preliminary engineering and design completed by West Fargo Engineering Department. Project will be designed by the Engineering Department and bid using City of West Fargo online bidding process. This project will be administered using existing Engineering Department resources. Similar projects were completed in the past 4 years using the department's resources.

Estimate of Probable Cost

Construction		\$ 565,000
Bid Proposal Items	\$ 513,000	
Contingency (~10%)	\$ 52,000	
Consultant (Design/Construction)		\$ 0
Legal		\$ 0
Administration		\$ 0
Total Estimated Cost		\$ 565,000

Source of Funds

Special Assessments		\$ 0
City Funds		\$ 565,000
Capital Impr. Sales Tax	\$ 565,000	
Water/Sewer Revenue	\$ 0	
Water/Sewer Bond	\$ 0	
Total		\$ 565,000

Supporting Documents (available upon request)

- A. Itemized Estimate of Probable Cost
- B. Maps, Drawings, Etc.

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


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



Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION CREATING PROJECT NO. 2282 – CONCRETE PAVEMENT
REPAIR 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.2282 – Concrete Pavement Repair of the City of West Fargo; and

WHEREAS, it is deemed necessary to establish such a concrete pavement repair project within the City of West Fargo;

NOW THEREFORE, be it resolved as follows:

That there is hereby created Project No. 2282– Concrete Pavement Repair of the City of West Fargo, North Dakota.

Dated: January 8, 2024

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. 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 repairs to existing broken concrete pavement panels across the City of West Fargo in connection with the above specified improvements, be constructed and made in Project No. 2282 – Concrete Pavement Repair 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: January 8, 2024

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. 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. 2282 – Concrete Pavement Repair.

Dated: January 8, 2024

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

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

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 repairs to existing broken concrete pavement panels across the City of West Fargo in connection with the abvoce specified improvements, be constructed and made in Project No. 2282 – Concrete Pavement Repair 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: January 8, 2024

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

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

ORDINANCE NO. 1235

AN ORDINANCE TO AMEND AND REENACT SECTION 14-0101A, AND SUBSECTIONS 6.3 AND 6.4 OF SECTION 14-0103 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO RELATING TO FRANCHISE FEE, FRANCHISE FEE TERMS DEFINED AND COLLECTION OF THE FEE.

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

SECTION 1. Section 14-0101A of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

14-0101A. PURPOSE. The West Fargo City Commission has determined that it is in the best interest of the City to impose a franchise fee on those public utility companies that provide natural gas services within the City of West Fargo.

1. Pursuant to City Ordinance 1140, a Franchise Agreement between the City of West Fargo and Northern States Power Company, a Minnesota corporation, its successors and assigns, the City has the right to impose a franchise fee on Northern States Power Company, a Minnesota corporation (the "Company"), its successors and assigns, in an amount and fee design as set forth in Section 6 of the Northern States Power Company Franchise and in the amended fee schedule attached hereto as Schedule A.

SECTION 2. Subsections 6.3 and 6.4 of Section 14-0103 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

14-0103. LOCATION, OTHER REGULATIONS.

* * *

6. Franchise Fee.

* * *

6.3 Terms Defined. For the purpose of this Section 9, the following definitions apply:

- 6.3.1 "Customer Class" shall refer to the classes listed on the Fee Schedule and as defined or determined in Company's ~~electric~~ gas tariffs on file with the Commission.
- 6.3.2 "Fee Schedule" refers to the schedule in Section 9.1 setting forth the various customer classes from which a franchise fee would be collected if a separate ordinance were implemented immediately after the effective date of this franchise agreement. The Fee Schedule in the separate ordinance may include new Customer Class added by Company to its ~~electric~~ gas tariffs after the effective date of this franchise agreement.
- 6.3.3 "Gross Revenues" means all sums, excluding the added charge, received during the term of this franchise by Company from the sale of ~~electricity~~ gas within the corporate limits of the City provided, however, that there shall be expressly excluded from the computation of gross revenues all sums received by the Company for ~~electricity~~ gas sold for municipal street and highway lighting, municipal water pumping, municipal sewage pumping, municipal traffic signal, and municipal fire siren services.
- 6.4 Collection of the Fee. The franchise fee shall be payable quarterly and shall be based on the amount collected by Company during complete billing months during the period for which payment is to be made by imposing a surcharge equal to the designated franchise fee for the applicable customer classification in all customer billings for ~~electric~~ gas service in each class. The payment shall be due the last business day of the month following the period for which the payment is made. The franchise fee may be changed by ordinance from time to time; however, each change shall meet the same notice requirements and not occur more often

than annually and no change shall require a collection from any customer for ~~electric~~ gas service in excess of the amounts specifically permitted by this Section 6. The time and manner of collecting the franchise fee is subject to the approval of the Commission. No franchise fee shall be payable by Company if Company is legally unable to first collect an amount equal to the franchise fee from its customers in each applicable class of customers by imposing a surcharge in Company's applicable rates for ~~electric~~ gas service. Company may pay the City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles, refunds and correction of erroneous billings. Company agrees to make its records available for inspection by the City at reasonable times provided that the City and its designated representative agree in writing not to disclose any information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified customers.

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

President of the Board of City
Commissioners

Attest:

City Auditor

Date of First Reading:

Date of Second Reading:

Date of Publication:

SCHEDULE A

Franchise Fee Rates:

Gas Utility

The franchise fee shall be in the amount of ~~two percent (2.0%)~~ four percent (4.0%) of NSPM's Gross Revenues, as defined in Chapter 14-01 of the Revised Ordinances of 1990 of the City of West Fargo, a Franchise Agreement between the City of West Fargo and Northern States Power Company, a Minnesota corporation, its successors and assigns.

Franchise fees are submitted to the City on a quarterly basis as follows:

January – March collections due by April 30.

April – June collections due by July 31.

July – September collections due by October 31.

October – December collections due by January 31.