

Meeting Items

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
- D. Approve Order of Agenda
- E. Approval of Minutes -- July 7, 2025
- F. Building Permits

Consent Agenda - Approve the Following:

- a. Bills
- b. Second Amendment to the 2005 Agreement – Veteran’s Boulevard
 - Approve second Amendment to the 2005 Agreement with the City of Fargo
- c. Project No. 1351 – Sanitary Lift Station (SA-27) Rehabilitation
 - Approve Plans and Specifications and Direct AD for Bids
- d. Improvement District No. 3006 – Westwood Addition Reconstruction
 - Approve Resolution Authorizing the Issuance of Wastewater Treatment Improvement Warrant
- e. Games of Chance for United Way of Cass Clay on August 20, 2025 at Lights Consulting
- f. Approve Resolution for SRF Loan Application
- g. Revised Authorization and Delegation of Policy Approval
- h. Financial Report as of May 31, 2025
- i. Financial Report as of June 30, 2025

Regular Agenda

- 1. Public Comment

Members of the public will be allowed 2 minutes and 30 seconds to address the City Commission. Commissioners will not take any official action during this comment period. Please sign up no later than 12 p.m. the day of the City Commission Meeting you wish you attend. [City Commission Meeting Public Comment | West Fargo, ND \(westfargond.gov\)](https://www.westfargond.gov/city-commission-meeting-public-comment)
- 2. Public Hearings (each item will adjourn out of regular meeting into a public hearing)
 - A24-32, Hope Lutheran Addition, request for subdivision and rezoning from A to R-1A -- Aaron Nelson, Director of Planning and Zoning
- 3. Range Use Agreement with Red River Regional Marksmanship Center, Inc.
-- Pete Nielsen, Chief of Police
- 4. Present for Approval 2026 Utility Rate Increases -- Matt Andvik, Director of Public Works
- 5. First Reading of Ordinance 1260 - Legislative Updates -- Katie Schmidt, City Attorney
- 6. Second Reading of Ordinance 1259 - Food Establishments -- Katie Schmidt, City Attorney

7. Review of the 2026 Preliminary Budget -- Dustin Scott, City Administrator
[City Budget | West Fargo, ND](#)
8. Reschedule September City Commission Meetings -- Dustin Scott, City Administrator
9. City Administrator's Report -- Dustin Scott, City Administrator
10. Correspondence
11. Non-Agenda Items
12. Adjourn



Meeting Items

A. Call to Order

The West Fargo City Commission meeting was held in the City of West Fargo Commission Chambers on Monday, July 7, 2025.

B. Pledge of Allegiance

The Pledge of Allegiance was recited.

C. Roll Call

Commissioner Rory Jorgensen – present; Commissioner Amy Zundel – present; Commissioner Bernie Dardis – present; Commissioner Brad Olson – present; Commissioner Roben Anderson – present; All Commissioners were present, there was no Commissioner absent from the meeting

D. Approve Order of Agenda

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

E. Approval of Minutes -- June 16, 2025

Commissioner Olson moved and Commissioner Zundel seconded to approve the minutes of June 16, 2025. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve the minutes of June 16, 2025, was declared carried.

F. Building Permits

Commissioner Jorgensen seconded and Commissioner Zundel seconded to approve the building permits. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve the build permits, was declared carried.

Consent Agenda - Approve the Following:

a. Bills

b. A25-10, Gateway West 1st Addition, request for Conditional Use Permit for an illuminated sign

c. Improvement District No. 3006 – Westwood Addition Reconstruction

- Authorize Engineer to Develop and Submit a DWR Cost Share Application to Increase the Percentage of Eligible Roadway Costs

d. Improvement District No. 1353 – Dakota Medical Foundation Development

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

e. Games of Chance for West Fargo Eats.

f. Games of Chance for The American Legion Department of North Dakota

g. Gaming Site Authorization for Full Circle Academy at The Sandbox Restaurant & Bar

Commissioner Zundel moved and Commissioner Anderson seconded to approve the consent agenda. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve the consent agenda, was declared carried.

Regular Agenda

1. Public Comment

Members of the public will be allowed 2 minutes and 30 seconds to address the City Commission. Commissioners will not take any official action during this comment period.

Please sign up no later than 12 p.m. the day of the City Commission Meeting you wish you attend. City Commission Meeting Public Comment | West Fargo, ND (westfargond.gov)

- Three members of the public were signed up during this time, two were present to speak.

2. Public Hearings (each item will adjourn out of regular meeting into a public hearing)

- None

3. First Reading of Ordinance 1259 - Food Establishments -- Grant J. Larson, Director of Environmental Health for Fargo Cass Public Health

Commissioner Zundel moved and Commissioner Olson seconded to approve the First Reading of Ordinance 1259 - Food Establishments. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve the First Reading of Ordinance 1259 - Food Establishments was declared carried.

4. Public Comment Policy -- Rachel Richer Lordemann, Manager of Public Affairs

Commissioner Jorgensen moved and Commissioner Anderson seconded to approve the public comment policy. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve the public comment policy.

5. A25-15, Section 26, T140N, R50W, request for Conditional Use Permit for a composting facility in the A zoning district -- Aaron Nelson, Director of Planning and Zoning

Commissioner Olson moved and Commissioner Jorgensen seconded to approve A25-15, Section 26, T140N, R50W, request for Conditional Use Permit for a composting facility in the A zoning district. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve A25-15, Section 26, T140N, R50W, request for Conditional Use Permit for a composting facility in the A zoning district, was declared carried.

6. Resolution Authorizing the Issuance and Sale of \$750,000 Water Treatment Improvement Warrant, Series 2025 -- Katie Schmidt, City Attorney

Commissioner Zundel moved and Commissioner Anderson seconded to approve the resolution authorizing the Issuance and Sale of \$750,000 Water Treatment Improvement Warrant, Series. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve the Resolution Authorizing the Issuance and Sale of \$750,000 Water Treatment Improvement Warrant, Series 2025, was declared carried.

7. Improvement District No. 2294 – 6th St and 23rd Ave E – Intersection Improvements -- Dan Hanson, Senior Director of Community & Development

• Conduct Determination of Protests Sufficiency and Approve associated Resolution

Commissioner Olson moved and Commissioner Zundel seconded to approve Improvement District No. 2294 – 6th St and 23rd Ave E – Intersection Improvements; Conduct Determination of Protests Sufficiency and Approve associated Resolution. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve Improvement District No. 2294 – 6th St and 23rd Ave E – Intersection Improvements; Conduct Determination of Protests Sufficiency and Approve associated Resolution, was declared carried.

8. Sanitary Sewer Spot Repairs – Dan Hanson, Senior Director of Community & Development

• Create Project No. 1352 and Direct Engineer to prepare an Engineer's Report

Commissioner Olson moved and Commissioner Zundel seconded to approve Sanitary Sewer Spot Repairs; Create Project No. 1352 and Direct Engineer to prepare an Engineer's Report. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve Sanitary Sewer Spot Repairs; Create Project No. 1352 and Direct Engineer to prepare an Engineer's Report, was declared carried.

9. Project No. 9054 – Utility Fiber Project - City Wide - Jerry Wallace, City Engineer

• Approve Task Order with Bolton and Menk for Inspection Assistance

Commissioner Olson moved and Commissioner Jorgensen seconded to approve the Task Order with Bolton and Menk for Inspection Assistance for Project No. 9054 – Utility Fiver Project – City Wide. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve Task Order with Bolton and Menk for Inspection Assistance for Project No. 9054 – Utility Fiver Project – City Wide, was declared carried.



West Fargo City Commission Meeting
West Fargo City Hall Commission Chambers
2515 6th St E, West Fargo 58078
Monday, July 7, 2025 5:30 PM

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

- Fireworks Update – 45 calls for service, 3 related to dumpster fires
- Budget Update – looked to schedule individual meetings ahead of the July 21 public meeting

11. Correspondence

There were no correspondence.

12. Non-Agenda Items

There were no non-agenda items

13. Adjourn

Commissioner Jorgensen moved and Commissioner Anderson seconded to adjourn.

Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No

Commissioners voted nay, the motion to adjourn was declared carried. The meeting was adjourned at 6:04 PM.

**WEST FARGO CITY COMMISSION MEETING
BUILDING DEPARTMENT ACTIVITY REPORT
07/21/2025**

	AS OF 7/17/2025		YEAR TO DATE			
	# PERMITS	# UNITS	VALUATION	# PERMITS	# UNITS	VALUATION
<u>BUILDING NEW</u>						
COMMERCIAL	1		\$ 1,200,000.00	4		\$ 6,882,000.00
RESIDENTIAL DWELLING	17	17	\$ 6,507,026.00	57	57	\$ 26,029,038.00
RESIDENTIAL TWINHOME						
RESIDENTIAL TOWNHOME						
RESIDENTIAL MULTIPLE						
PUBLIC						
CHURCH						
ACCESSORY	14		\$ 307,292.00	85		\$ 1,506,226.00
FOUNDATION ONLY	1		\$ 1,285,212.00	2		\$ 1,285,712.00
<u>BUILDING REMODEL</u>						
COMMERCIAL	3		\$ 989,750.00	21		\$ 8,692,556.00
RESIDENTIAL	12		\$ 466,173.00	94		\$ 3,170,154.00
PUBLIC	1		\$ 1,800,000.00	5		\$ 5,288,000.00
CHURCH				1		\$ 38,000.00
ACCESSORY	1		\$ 55,000.00	2		\$ 75,000.00
<u>BUILDING OTHER</u>						
DEMOLITION				1		\$ 5,000.00
MOVE				1		\$ 2,000.00
PERMIT CANCELLATION						
TOTALS	50	17	\$ 12,610,453.00	273	57	\$ 52,973,686.00

WEST FARGO CITY COMMISSION MEETING
Building Department Report - Summary

1

NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
250336	Lee Jones & Son Construction Co.	126 49 AVE E	JEREMY & MOLLY MCLAUGHLIN	\$ 200,000.00	Accessory - Structure
250581	DONOVAN & JENNIFER MADDOCKS	1111 6 AVE W	DONOVAN & JENNIFER MADDOCKS	\$ 12,000.00	Accessory - Deck
250511	Dietrich Construction, LLC	1306 DIVERSION DR	WESLEY & SAMANTHA NELSON	\$ 8,000.00	Accessory - Structure
250540	T & S Custom Homes, Inc.	313 51 AVE E	PAUL & JULIE LINDGREN	\$ 199,394.00	Remodel - Residential - Addition
250573	Heritage Homes, LLC	5116 MIRA WAY W	ACTIVE55, LLC	\$ 418,296.00	Residential Dwelling
250583	Jordahl Custom Homes, Inc.	849 60 AVE W	JORDAHL CUSTOM HOMES, INC	\$ 320,000.00	Residential Dwelling
250593	Jordahl Custom Homes, Inc.	6013 MARTIN LN W	JORDAHL CUSTOM HOMES, INC	\$ 240,000.00	Residential Dwelling
250594	Jordahl Custom Homes, Inc.	6037 MARTIN LN W	JORDAHL CUSTOM HOMES, INC	\$ 275,000.00	Residential Dwelling
250595	Jordahl Custom Homes, Inc.	6009 MARTIN LN W	JORDAHL CUSTOM HOMES, INC	\$ 270,000.00	Residential Dwelling
250603	Homeowner	935 30 AVE W	CC INVESTMENTS LLC	\$ 350.00	Remodel - Residential - Stairs to Deck
250604	BWRH Ltd.	4522 SHEYENNE ST	CASEY FINES	\$ 55,000.00	Remodel - Accessory - Solar Panels
250565	Preston Contracting LLC	1149 7 AVE W	JOHN R & LAURIE A NICHOLSON	\$ 18,000.00	Accessory - Deck
250608	Breland Enterprises, Inc.	1630 8 ST E	JACOB M & DEBRA A SORENSON	\$ 21,263.00	Remodel - Residential - Install Waterproofing
250612	Allied Build & Remodel, LLC	237 36 AVE E	DANIEL J & KRISTI N STROUD, TRU	\$ 26,000.00	Remodel - Residential - Remove Wall
250530	CHRIS & HEATHER SIVERSON, ETAL	389 20 AVE E	CHRIS & HEATHER SIVERSON, ETA	\$ 1,250,000.00	Residential Dwelling
250609	Heritage Homes, LLC	5156 MIRA WAY W	ACTIVE55, LLC	\$ 481,989.00	Residential Dwelling
250560	Deck Builders, Inc.	652 SOMMERSET LN	MITCHELL OVA	\$ 21,030.00	Accessory - Deck
250563	TAYLOR OLSEN	1252 RACHEL DR W	TAYLOR OLSEN	\$ 6,000.00	Accessory - Deck
250598	JM Construction Services LLC	5852 JAMES DR W	ASHA FARAH, ETAL	\$ 16,928.00	Accessory - Deck
250625	Three Forks Exteriors LLC	201 9 1/2 AVE W	SHEYENNE TERRACE TOWNHOME	\$ 54,000.00	Remodel - Residential - Replace Siding

WEST FARGO CITY COMMISSION MEETING
Building Department Report - Summary

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NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
250626	Three Forks Exteriors LLC	221 9 1/2 AVE W	SHEYENNE TERRACE TOWNHOME	\$ 55,000.00	Remodel - Residential - Replace Siding
250635	Jordahl Custom Homes, Inc.	833 60 AVE W	JORDAHL CUSTOM HOMES, INC	\$ 315,000.00	Residential Dwelling
250636	Heritage Homes, LLC	5120 MIRA WAY W	ACTIVE55, LLC	\$ 638,723.00	Residential Dwelling
250534	Meridian Commercial Construction, L	810 12 AVE NW	CITY OF WEST FARGO	\$ 1,800,000.00	Remodel - Public - Addition to Storage Warehouse
250613	Lepird Drywall LLC	360 32 AVE W UNIT 100	SHEYENNE 32 WEST, LLC	\$ 54,900.00	Remodel - Commercial - Office Fitup
250619	Remodeling by Foss, Inc.	306 16 AVE NW	Matthew & Samantha Kapp	\$ 59,000.00	Remodel - Residential - Lower Level Remodel
250543	Jack Schwartz	2748 11 ST W	JEFFREY & ANN KEMPF	\$ 4,400.00	Accessory - Pergola
250646	VIOLET C ABRAHAM, TRUSTEE	408 MORRISON ST	VIOLET C ABRAHAM, TRUSTEE	\$ 23,514.00	Remodel - Residential - Bathroom Remodel
250471	Morton Buildings, Inc.	1154 3 AVE NW	RESTAD INDUSTRIAL PARK LLC	\$ 1,200,000.00	Commercial - 4 Unit Tentant Space Warehouse
250579	Eid-Co. Homes, Inc.	522 WESTVIEW LN E	EID-CO	\$ 394,000.00	Residential Dwelling
250592	Plecity Kowalski Construction, Inc.	1111 WILDFLOWER PL W	WESTPORT INVESTMENTS LLC	\$ 500,000.00	Residential Dwelling
250599	Smart Building Construction, LLC	1134 JILL DR W	LNB ENTERPRISES LLC	\$ 2,500.00	Accessory - Deck
250600	Smart Building Construction, LLC	1288 MARLYS DR W	LNB ENTERPRISES LLC	\$ 2,500.00	Accessory - Deck
250620	Thomsen Homes, LLC	1217 RACHEL DR W	THOMSEN HOMES, LLC	\$ 226,703.00	Residential Dwelling
250627	Thomsen Homes, LLC	1193 RACHEL DR W	THOMSEN HOMES, LLC	\$ 186,743.00	Residential Dwelling
250628	Thomsen Homes, LLC	1142 55 AVE W	THOMSEN HOMES, LLC	\$ 191,500.00	Residential Dwelling
250656	Breland Enterprises, Inc.	922 7 AVE W	JAMES HOLMES	\$ 13,652.00	Remodel - Residential - Foundation Repair & Drain Tile
250403	Enclave Construction, LLC	3342 SHEYENNE ST	INTREPID HEALTH SP LLC	\$ 915,000.00	Remodel - Commercial - Fitup for Pharmacy
250438	MASON J & CHELSE WARE	3509 LOBERG LN	MASON J & CHELSE WARE	\$ 13,000.00	Accessory - Structure
250653	Superior Improvements LLC	243 10 AVE W	JEANETTE HOFFMAN	\$ 2,000.00	Remodel - Residential - Replace Patio Door

WEST FARGO CITY COMMISSION MEETING
Building Department Report - Summary

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NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
250662	JT Trim and More LLC	2046 RUTTAN CT	ABIOLA FASHANU	\$ 9,500.00	Remodel - Residential - Wall Opening
250487	Christianson Companies, Inc.	2255 RUSTAD LN E	EWR FARGO HQ, LLC ETAL	\$ 1,285,212.00	Foundation Only - 5-story Office Building
250618	Remodeling by Foss, Inc.	1201 13 AVE E	J.R. BAKKE PROPERTIES, LLC	\$ 19,850.00	Remodel - Commercial - Bakery
250661	GEORGE & JANICE LILLEBERG	747 18 AVE W	GEORGE & JANICE LILLEBERG	\$ 2,234.00	Accessory - Pergola
250674	SARAH M & MICHAEL H RODGRIGUEZ	326 7 AVE E	SARAH M & MICHAEL H RODGRIGUEZ	\$ 500.00	Accessory - Deck
250654	Thomsen Homes, LLC	1199 RACHEL DR W	THOMSEN HOMES, LLC	\$ 245,394.00	Residential Dwelling
250387	West Fargo High School Shop Class	801 9 ST E	WEST FARGO SCHOOL DISTRICT	\$ 140,000.00	Residential Dwelling
250559	JULIE & CHRISTOPHER KENYON	1019 2 ST W	JULIE & CHRISTOPHER KENYON	\$ 200.00	Accessory - Deck
250631	Dahl's Industrial Tool Co.	843 OAK ST	KYLE O & JANNA M SCHMIDT	\$ 2,500.00	Remodel - Residential - Install Egress Window
250659	Heritage Homes, LLC	5160 MIRA WAY W	ACTIVE55, LLC	\$ 413,678.00	Residential Dwelling

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12:36:22

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 07/07/25 to 07/21/25

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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
126624		5591 ACEK9	2,728.77						
1	07/03/25	3 K9 PRO alarm systems	2,728.77			1000 421000	610		101000
301787									
		Total for Vendor:	2,728.77						
126588	C	289 ACME TOOLS	84.09						
1	07/10/25	TOOLS	84.09			1000 430001	432		101000
14667713									
126714	C	289 ACME TOOLS	198.81						
1	07/14/25	BLADES	198.81			6020 450000	432		101000
14682729									
		Total for Vendor:	282.90						
126738		999999 ADAM MANDOUR	300.00						
		Tree Planting Permit - 1309 Commander Dr W							
1	07/17/25	Tree - 1309 Commander Dr. W	300.00			5000 422000	490		101000
		Total for Vendor:	300.00						
126557	C	779 AGASSIZ SEED COMPANY	1,246.00						
1	07/01/25	STRAW BLANKET/TACKIFIER	1,092.00			1000 430001	358		101000
SINV099370									
2	07/01/25	STRAW BLANKET/WOOD CHIP LOG	77.00			1000 430001	358		101000
SINV099399									
3	07/01/25	STRAW BLANKET/WOOD CHIP LOG	77.00			6025 450000	437		101000
SINV099399									
126583	C	779 AGASSIZ SEED COMPANY	540.00						
1	07/08/25	LAWN MIX	540.00			1000 430001	358		101000
SINV099706									
		Total for Vendor:	1,786.00						
126639		4467 ALL FINISH CONCRETE	492,003.00						
		Project No. 2291 Concrete Pavement Repairs							
1	2291 - 1	07/21/25 Project No. 2291	492,003.00			4182 480000	670		101000
		Project 2291 - Payment 1							
		Total for Vendor:	492,003.00						

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CITY OF WEST FARGO, ND
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126346	-97019C	2947 ALLSTATE PETERBILT OF FARGO	379.67								
1	06/25/25	#413 TURN SWITCH	502.07			6010		450200	427		101000
4004476138											
2	04/16/25	ACCT CREDIT	-77.81			6010		450200	427		101000
4004466433											
3	04/23/25	ACCT CREDIT	-44.59			6010		450200	427		101000
4004467571											
Total for Vendor:			379.67								
126519	E	3490 AMAZON CAPITAL SERVICES	159.99								
1	07/07/25	office chair replacement	159.99			1000		421000	641		101000
19Y4-TL7L-FTDP											
126529	E	3490 AMAZON CAPITAL SERVICES	103.00								
1	06/25/25	Book - HR	13.99			1000		414103	245		101000
1J44-W3JM-QJVF											
2	06/25/25	Wall art/mouse - HR	54.82			1000		414103	641		101000
1J44-W3JM-QJVF											
3	07/01/25	Filter for air purifier - HR	34.19			1000		414103	410		101000
193C-XMHY-Y1QT											
126539	E	3490 AMAZON CAPITAL SERVICES	840.56								
4 x Wireless Bluetooth Headsets for Calls											
1	07/06/25	Headsets - Teams Phone Project	840.56			1000		414104	497		101000
13YN-YV6V-4K1V											
126592	E	3490 AMAZON CAPITAL SERVICES	146.24								
1	07/07/25	MAGNETIC SWEEPER	57.99			6010		450200	433		101000
11FK1Q7THQMC											
2	06/28/25	ENGINE LUBRICANT	123.95			1000		430001	424		101000
1HKWH3CTQV9T											
3	06/28/25	RADIO MAGNET KIT	24.99			1000		430001	427		101000
1HKWH3CTQV9T											
4	07/03/25	STEVEN - PANTS	79.26			1000		430000	422		101000
1XR1V9FJK1N7											
5	07/10/25	JORDAN - BOOTS RETURN	-139.95			1000		455000	422		101000
1DLKPTFFTPXR											

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126620	E	3490 AMAZON CAPITAL SERVICES	32.96								
		Office Supplies - Markers									
1	1KLGJKDTQK	07/11/25 Sharpies - Eng	32.96			1000		414200	410		101000
		1KLG-JKDT-QKJF									
126623	E	3490 AMAZON CAPITAL SERVICES	333.51								
1	06/13/25	FD Batt 70 Vehicle screen moun	18.99			2060		415200	420		101000
		1LH7-H4FM-347T									
2	07/01/25	FD fit test solution	34.65			2060		415200	420		101000
		1XC3-YLLT-V1NY									
3	07/05/25	FD M Berg books FO II	66.92			2060		415200	340		101000
		1ML7-DMYN-T94Q									
4	07/09/25	FD M Berg books FO II	28.65			2060		415200	340		101000
		1QDN-PX3W-GCKT									
5	07/09/25	FD Lables for EM	38.98			2060		415200	410		101000
		1F49-KFRQ-JFVQ									
6	07/16/25	FD D Nerud Printer Ink	39.99			2060		415200	410		101000
		1FLP-14QL-YCTY									
7	07/16/25	FD Mika Evidence Materials	105.33			2060		415200	915		101000
		1FLP-14QL-YCTY									
126648	E	3490 AMAZON CAPITAL SERVICES	188.36								
		Sharps Containers - HR Approved									
1	1X993QY1YJ	07/14/25 Sharps Needle Containers	188.36			1000		414103	639		101000
		1X99-3QY1-YJN1									
126656	E	3490 AMAZON CAPITAL SERVICES	68.91								
1	07/15/25	drone propellar	49.99			1000		421000	641		101000
		1KRT-M9CP-DQGC									
2	07/15/25	gel finger grips	18.92			1000		421000	410		101000
		1KRT-M9CP-DQGC									
126672	E	3490 AMAZON CAPITAL SERVICES	1,102.69								
1	07/02/25	PENLIGHTS	65.67			1000		455000	433		101000
		1CRYPFPP99PK									
2	07/02/25	BLADES	241.76			1000		430001	381		101000
		1LPJK4WX31GY									

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3	07/07/25	J MOLL BOOTS	139.95			1000		455000	422		101000
1P9QTJPFKDV											
4	07/07/25	PROBE PIN KIT	59.96			1000		455000	432		101000
1J137N6RGHVP											
5	07/07/25	LED LIGHTS - FO	297.68			2210		428000	610		101000
1J137N6RGHVP											
6	07/07/25	LED LIGHTS - SL	297.67			1000		430002	610		101000
1J137N6RGHVP											
126708	E	3490 AMAZON CAPITAL SERVICES	37.96								
1	07/14/25	OFFICE SUPPLIES	37.96			1000		430000	410		101000
1P41YXQY4R3W											
126786	E	3490 AMAZON CAPITAL SERVICES	542.23								
1	07/14/25	SUNSCREEN	21.26			1000		430000	639		101000
14RPGFKWYNK4											
2	07/14/25	EXTENSION CORD REEL	84.13			1000		455000	433		101000
14RPGFKWYNK4											
3	07/16/25	DECK WHEEL REPLACEMENT	68.99			1000		430001	381		101000
1CT4YCYRWQ3L											
4	07/15/25	CIRCUT TEST LEADS KIT/PROBES	367.85			1000		455000	610		101000
1HGV LHCLR3LQ											
126798	E	3490 AMAZON CAPITAL SERVICES	162.30								
1	07/17/25	bike patrol decals	67.40			1000		421000	641		101000
11DH-YNKY-CMTQ											
2	07/17/25	coffee sugar & cream	28.92			1000		421000	420		101000
1D96-9DYN-DJDC											
3	07/17/25	pens & tape	65.98			1000		421000	410		101000
1D96-9DYN-DJDC											
Total for Vendor:			3,718.71								
126563		2844 AMERICAN MAIL HOUSE INC	1,079.21								
Special Assess 1337 District Mailing											
1	113804	07/09/25 Special Assess District 1337	1,079.21			4086		480000	670		101000
113804											

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126566		2844 AMERICAN MAIL HOUSE INC	2,111.49						
		Special Assess 2270 District Mailing							
1	113803	07/09/25 Special Assess District 2270	2,111.49			4006 480000	670		101000
113803									
		Total for Vendor:	3,190.70						
126542	C	317 AMERICAN WELDING & GAS, INC.	64.01						
1	07/07/25	FD 75% Argon, 25% Carbon Diox	64.01			2060 415200	427		101000
0010975916									
126545	C	317 AMERICAN WELDING & GAS, INC.	445.25						
1	07/08/25	PLASMA TIP/ELECTODE	445.25			6010 450200	914		101000
0010977763									
		Total for Vendor:	509.26						
126556		22 ASPLIN EXCAVATING	3,245.10						
1	06/24/25	CLASS 5/SHREDDER DIRT	3,245.10			1000 430000	394		101000
25-1607									
126700		22 ASPLIN EXCAVATING	584.00						
1	07/02/25	SHREDDER BLACK DIRT	584.00			1000 430001	358		101000
25-1793									
		Total for Vendor:	3,829.10						
126640	-96921E	4672 ASURE PAYROLL TAX MANAGEMENT	258,744.30						
07/11/25		Payroll							
1	07/11/25	Social Security	122,236.62			1000 212501			101000
2	07/11/25	Medicare	28,587.62			1000 212502			101000
3	07/11/25	Federal Income Tax	99,086.06			1000 212503			101000
4	07/11/25	ND State Tax	4,467.00			1000 212504			101000
5	07/11/25	MN State Tax	4,367.00			1000 212505			101000
		Total for Vendor:	258,744.30						

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126661	C	2931 AUTO VALUE PARTS STORES	632.14								
1	07/15/25	FILTERS	20.08			1000		430001	427		101000
99348802											
2	07/09/25	DEGREASING/CLEANER	60.99			1000		455000	433		101000
99347878											
3	07/15/25	FILTERS	3.35			1000		421000	427		101000
99348799											
4	07/08/25	ACCT CREDIT	-57.10			1000		455000	432		101000
99347786											
5	07/08/25	SWAB CONCRETE/CLEANER	128.98			1000		455000	433		101000
99347804											
6	07/11/25	HD OIL FLEET	12.99			1000		430000	427		101000
99348274											
7	07/10/25	CLEANER	14.97			1000		455000	433		101000
99348088											
8	07/10/25	FILTERS	3.35			6025		450000	427		101000
99348092											
9	07/10/25	FILTERS	3.36			1000		414200	427		101000
99348096											
10	07/10/25	FILTERS/CARTIDGES	193.83			1000		430000	427		101000
99348095											
11	07/03/25	HD AIR CONSTRUCTION	37.96			6010		450200	427		101000
99347219											
12	07/10/25	FILTERS	26.80			1000		430001	427		101000
99348091											
13	07/10/25	FILTERS	23.52			1000		421000	427		101000
99348089											
14	07/14/25	FILTERS	69.24			1000		430000	427		101000
99348644											
15	07/11/25	CLEANER	89.82			1000		455000	433		101000
99348309											
126707	C	2931 AUTO VALUE PARTS STORES	113.14								
1	07/16/25	FILTERS	21.85			1000		421000	427		101000
99349033											
2	07/16/25	FILTERS	27.60			1000		430000	427		101000
99349111											

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3 99348994	07/15/25 AIR DOMESTIC		10.25			1000 421000	427		101000
4 99348801	07/15/25 FILTERS		53.44			1000 430000	427		101000
126791 1 99348093	C 2931 AUTO VALUE PARTS STORES 07/10/25 #5702 FILTER		11.45 11.45			1000 430002	427		101000
Total for Vendor:			756.73						
126709 1 3942	2599 BEAR'S TREE SERVICE 07/14/25 STUMP GRINDING		3,380.00 3,380.00			2210 428000	307		101000
Total for Vendor:			3,380.00						
126590 1 0366498	C 3489 BOLTON & MENK, INC Improvement District 2294 - 6th St & 23rd Ave E - Intersection Improvements 06/30/25 Improvement District 2294		6,000.00 6,000.00			4223 480000	313		101000
Total for Vendor:			6,000.00						
126752 1 930672850	C 26 BORDER STATES INDUSTRIES INC 07/01/25 HEVI SDU1024B		395.45 395.45			6025 450000	826		101000
Total for Vendor:			395.45						
126584 1 2827-25	28 BORDER STATES PAVING 07/01/25 HOT ASPHALT MIX		20,423.80 20,423.80			4065 480000	670		101000
126638 1 2290-1	28 BORDER STATES PAVING Improvement 2290 District Public Works Mill & Overlay - June 07/21/25 District 2290 Paving June Period		231,917.40 231,917.40			4185 480000	670		101000

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126777		28 BORDER STATES PAVING	23,016.12								
1	07/10/25	HOT ASPHALT MIX	18,863.15			4065		480000	670		101000
2835-25											
2	07/10/25	TACK OIL	4,152.97			6020		450000	438		101000
2835-25											
		Total for Vendor:	275,357.32								
126551		3512 BOUND TREE MEDICAL, LLC	606.06								
1	07/02/25	FD Medical Supplies	606.06			2060		415200	500		101000
85830709											
		Total for Vendor:	606.06								
126732		5596 BRADLEY NESS	426.00								
		Temporary Easement Disctrict 2265									
1	07/16/25	Temp Easement Parcel 3-5A	426.00			4793		480000	670		101000
		Project 2265									
		Total for Vendor:	426.00								
126706		73 BRAUN INTERTEC	26,873.50								
		Braun Intertec June-July Invoice									
1	B434884	07/15/25 Dist 3006	7,626.50			4003		480000	724		101000
B434884											
2	B434885	07/15/25 Dist 2291	8,219.00			4182		480000	724		101000
B434885											
3	B434886	07/15/25 Dist 2290	3,053.50			4185		480000	724		101000
B434886											
4	B434948	07/15/25 Project 2279	1,667.00			4802		480000	724		101000
B434948											
5	B434882	07/15/25 Dist 1348	1,000.00			4444		480000	724		101000
B434882											
6	B434880	07/15/25 Dist 1345	4,800.00			4009		480000	724		101000
B434880											
7	B434883	07/15/25 Dist 1316.3	507.50			4065		480000	724		101000
B434883											
		Total for Vendor:	26,873.50								

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126585	C	652 BRENCO CORPORATION	11.51								
1	06/30/25	SOCKET/PLUG	11.51			6025		450000	432		101000
0169767											
Total for Vendor:			11.51								
126591		3892 BURGGRAF'S ACE FARGO WEST #17458	120.44								
1	07/01/25	PVC/CEMENT	40.96			6025		450000	432		101000
4289											
2	07/02/25	PAINT/RINGS	59.51			6025		450000	432		101000
4295											
3	07/09/25	HARDWARE	19.97			1000		430002	432		101000
4308											
126715		3892 BURGGRAF'S ACE FARGO WEST #17458	1.18								
1	07/16/25	HARDWARE	1.18			6025		450000	433		101000
4332											
Total for Vendor:			121.62								
126681		39 BUTLER MACHINERY	210.58								
1	06/30/25	#3200 CRANK	210.58			1000		430000	427		101000
00PS0663322											
126683		39 BUTLER MACHINERY	163.36								
1	06/27/25	#380 ELEMENT ASSY	403.36			1000		430000	427		101000
00PS0663135											
2	05/12/25	ACCT CREDIT	-240.00			6010		450200	427		101000
CRBT28720											
126785		39 BUTLER MACHINERY	6,742.14								
1	07/09/25	#7709 TRANSMISSION REPAIR	4,031.89			4387		480000	427		101000
00W00285636											
2	07/15/25	#4006 THERMOSTAT REPAIR	2,685.66			6010		450200	427		101000
00W00285843											
3	07/16/25	SHOP SUPPLIES	24.59			1000		455000	433		101000
00PS0664126											
Total for Vendor:			7,116.08								

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126540	E	51 CASS COUNTY ELECTRIC COOP	359.53								
1	428342	Jul 07/07/25 Airport 05/31/25-06/30/25	359.53			7050		500000	420		101000
	428342	07/25									
126543	E	51 CASS COUNTY ELECTRIC COOP	1,339.43								
1	07/07/25	FD June Utilities	1,339.43			2060		415200	527		101000
	1090222	June									
126651	E	51 CASS COUNTY ELECTRIC COOP	4,963.09								
		New City Hall (Wex Building)									
1	1190696	07/10/25 New City Hall (Wex Building)	4,963.09			1001		415000	527		101000
	1190696	7/25									
126721	E	51 CASS COUNTY ELECTRIC COOP	45,778.70								
1	07/10/25	INERT LANDFILL	72.61			6010		450200	527		101000
	1156426										
2	07/10/25	LIFT STATIONS	25,931.60			6025		450000	527		101000
	1156426										
3	07/10/25	WATER TOWERS	493.79			6020		450000	527		101000
	1156426										
4	07/10/25	TRANSFER STATION	324.15			6010		450200	527		101000
	1156424										
5	07/10/25	STREET LIGHT FEED POINTS	15,554.85			1000		430002	527		101000
	1156424										
6	07/10/25	THE LIGHTS STAGE & COURTYARD	1,514.20			2310		452120	527		101000
	1163206										
7	07/10/25	THE LIGHTS PARKING RAMP	1,201.24			2310		452120	527		101000
	1168003										
8	07/10/25	THE LIGHTS CITY HOUSE METER	686.26			2310		452120	527		101000
	1168004										
		Total for Vendor:	52,440.75								
126596		1355 CASS COUNTY GOVERNMENT	24,013.97								
1	07/11/25	VECTOR CONTROL JUNE 1-JUNE 30	24,013.97			2200		427500	395		101000
	INV011952										
		Total for Vendor:	24,013.97								

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126814	C	2909 CC STEEL LLC	294,777.17						
1	Pay App 8	06/30/25 Project 1348	294,777.17			4444 480000	670		101000
		Pay App 8							
		Total for Vendor:	294,777.17						
126533	E	1777 CENTURY LINK	215.28						
1	07/01/25	july 2025 pd sirens	215.28			1000 421000	356		101000
126607	E	1777 CENTURY LINK	80.79						
		West Fargo Airport Online Services							
1	July 25	07/07/25 WF Airport	80.79			7050 500000	356		101000
		333942770 07.25							
		Total for Vendor:	296.07						
126625		4998 CHARLES SWIGGUM	408.00						
1	07/15/25	meal reimb, NASRO conf.	408.00			1000 421000	340		101000
		Total for Vendor:	408.00						
126553		2880 CITY OF FARGO	960,589.21						
1	07/08/25	1 32ND AVE S (WATER)	172,992.90			6020 450000	345		101000
2	07/08/25	1 GSR (WATER)	177,025.50			6020 450000	345		101000
3	07/08/25	5635 14TH AVE N (WATER)	29.60			6020 450000	345		101000
4	07/08/25	1 MAIN AVE (WATER)	260,610.30			6020 450000	345		101000
5	07/08/25	2220 57TH ST N	349,930.91			6025 450000	347		101000
		Total for Vendor:	960,589.21						
126645		111 CITY OF FARGO	208.81						
1	FN551 04/01/25	Finance Charges	208.81			1000 415000	376		101000
		FN551							
126712		111 CITY OF FARGO	1,022.00						
1	06/25/25	TACK OIL	1,022.00			1000 430000	722		101000
		483097							

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126741		111 CITY OF FARGO	81,125.85								
1	07/09/25	LANDFILL FEES	25,863.87			6010		450200	355		101000
484136											
2	07/02/25	LANDFILL FEES	26,753.82			6010		450200	355		101000
483847											
3	06/25/25	LANDFILL FEES	28,508.16			6010		450200	355		101000
483095											
126755		111 CITY OF FARGO	1,249.00								
1	07/02/25	TACK OIL	584.00			1000		430000	722		101000
483828											
2	06/25/25	WATER TESTING	560.00			6020		450000	335		101000
483096											
3	06/25/25	WATER TESTING	105.00			6025		450000	335		101000
483098											
126783		111 CITY OF FARGO	2,409.00								
1	07/09/25	TACK OIL	2,409.00			1000		430000	722		101000
484137											
Total for Vendor:			86,014.66								
126509	-96925C	3167 CITY OF WEST FARGO	216.00								
Transfer payment from UB to AR											
Account #16008 - Precision Plumbing											
Goes to Building Inspections											
1	07/08/25	UB xfer pmt	216.00			6020		214100			101000
Precision Plumbing											
Total for Vendor:			216.00								
126733		5597 CNW HOLDINGS LLC	2,682.38								
Temporary Easement Project 2265											
1	07/16/25	Temp Easement Parcel 7-3A	2,682.38			4793		480000	670		101000
Project 2265											
Total for Vendor:			2,682.38								

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126759	C	133 COLE PAPERS INC	620.70								
1	07/08/25	PD - PAPER PRODUCTS	620.70			1000		455000	500		101000
10598372											
Total for Vendor:			620.70								
126558		3245 CORE & MAIN	8,619.81								
1	07/01/25	DI ADJ RING	5,176.50			6025		450000	437		101000
2856											
2	07/02/25	WATER METER/ADAPTER	1,855.16			4972		480000	670		101000
2891											
3	07/01/25	DUCTILE IRON/PVC PLUG/EPXY	1,588.15			6020		450000	438		101000
2860											
126719		3245 CORE & MAIN	1,601.84								
1	07/11/25	CABLE WIRE	211.17			4972		480000	670		101000
7190											
2	07/15/25	PVC PRESSURE PIPE	420.80			6020		450000	438		101000
3246											
3	07/01/25	GASKET RETURN	-73.08			6020		450000	438		101000
374											
4	07/09/25	MH FRAME/GRATE	1,042.95			6025		450000	437		101000
6965											
Total for Vendor:			10,221.65								
126631		3791 CURB DESIGN	3,200.00								
1	07/10/25	K9 Q - cement slab	3,200.00			2515		421000	915		101000
12188											
Total for Vendor:			3,200.00								
126634		4457 CWD CASH-WA DISTRIBUTING	181.26								
1	07/15/25	ice cream	181.26			2529		421000	375	12	101000
5541151											
Total for Vendor:			181.26								

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126787 1 26483	C 06/30/25	5319 DAKOTA CHILDREN'S ADVOCACY FD June Wellness Visits	1,194.37 1,194.37			2060 415200	996		101000
Total for Vendor:			1,194.37						
126713 1 7358326	C 07/11/25	1675 DAKOTA FLUID POWER, INC HARDWARE	32.97 32.97			1000 430000	427		101000
126792 1 7356619	C 07/07/25	1675 DAKOTA FLUID POWER, INC #5102 FILTER	121.51 121.51			1000 455000	427		101000
Total for Vendor:			154.48						
126764 1 S104848074	C 07/08/25	624 DAKOTA SUPPLY GROUP WIRE/COVER/BAR	576.29 289.96			1000 430002	391		101000
2 S104848308	07/08/25	WIRENUTS	162.15			1000 430002	391		101000
3 S104816812	07/08/25	LKG FLG INLT	124.18			1000 430002	391		101000
Total for Vendor:			576.29						
126675 1 958140	C 07/07/25	87 DAKOTA TIRE FD Eq Svcs Flat Repair	139.71 29.00			2060 415200	420		101000
2 958282	07/11/25	FD JD Lawn Tractor new Tube	41.99			2060 415200	420		101000
3 958330	07/14/25	FD Dell Oil change	68.72			2060 415200	427		101000
Total for Vendor:			139.71						
126697 1 Pay App 7	90 DAKOTA UNDERGROUND Pay App 7 07/01/25	Project 1345	599,585.00 599,585.00			4009 480000	670		101000
Total for Vendor:			599,585.00						

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126654	C	2948 DELTA 54 AVIATION LLC	4,256.00						
		Airport Management Fees, weed control, lock replacement hanger #13, code lock battery replacements							
1	July 2025	07/15/25 Airport Management fees	3,800.00			7050 500000	307		101000
2	July 2025	07/15/25 Airport upkeep/supplies	456.00			7050 500000	420		101000
		Total for Vendor:	4,256.00						
126688		77 DEMCO INC	428.92						
1	07/07/25	GLOSSY LABELS	428.92			7000 411600	410		101000
		Total for Vendor:	428.92						
126637		2070 DORA ROLL	509.70						
1	07/15/25	meal & uber reimb, NASRO conf	509.70			1000 421000	340		101000
		Total for Vendor:	509.70						
126747	C	2225 DTN, LLC	512.65						
1	07/01/25	WEATHER SENTRY (AUGUST)	512.65			1000 450000	497		101000
		Total for Vendor:	512.65						
126720	C	1841 EMERGENCY AUTOMOTIVE	1,220.00						
1	07/07/25	#5705 LIGHthead	610.00			1000 430002	610		101000
		TC03282555C							
2	07/07/25	#6002 LIGHthead	610.00			2210 428000	610		101000
		TC03282555C							
		Total for Vendor:	1,220.00						
126771		5354 ENERGY TECH SYSTEMS	250.00						
1	36451 06/30/25	Court room door repair	250.00			1000 414104	497		101000
		Total for Vendor:	250.00						

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126716	C	1851 F/S MANUFACTURING	12.37								
1	07/01/25	COUPLERS	12.37			6025		450000	433		101000
205992											
Total for Vendor:			12.37								
126674	C	660 FARGO FREIGHTLINER	16.32								
1	06/26/25	#7033 TXV ASSY SERVICE KIT	62.99			6025		450000	427		101000
X101183977											
2	06/04/25	#4201 RETURN	-169.99			6010		450200	427		101000
X101182110											
3	07/15/25	#407 SHK ABS	123.32			6010		450200	427		101000
X101185432											
126781	C	660 FARGO FREIGHTLINER	1,353.37								
1	07/10/25	#407 AIR TANK/MOUNTING STRAP	1,353.37			6010		450200	427		101000
X101184923											
Total for Vendor:			1,369.69								
126655		151 FEDERAL EXPRESS	48.31								
1	07/09/25	ND lab pkg	11.83			1000		421000	661		101000
8-918-81093											
2	07/09/25	ND lab pkg	12.82			1000		421000	661		101000
8-918-81094											
3	07/16/25	ND lab pkg	23.66			1000		421000	661		101000
8-925-85439											
Total for Vendor:			48.31								
126570		5589 FEDEX FREIGHT	433.38								
1	06/19/25	FD T-75 Generator Shipping	433.38			2060		415200	661		101000
8268542494											
Total for Vendor:			433.38								
126778	C	5599 FIFTH ASSET INC DBA DEBTBOOK	9,000.00								
3-year subscription plus implementation fee											
05/22/2025-05/21/2028											
1	05/27/25	Lease & SBITA Mgmt Implement	2,500.00			1000		414100	497		101000
DB2007833											

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2	05/27/25	Lease & SBITA Mgmt Subs	6,500.00			1000 414100	497		101000
DB2007833									
		Total for Vendor:	9,000.00						
126673	C	5588 FLEET CHARGE	38.95						
1	06/19/25	#3005 VALVE	38.95			1000 430000	427		101000
X20224586501									
126723	C	5588 FLEET CHARGE	22.56						
1	06/30/25	#262 CLAMP	22.56			6020 450000	427		101000
X20224621601									
126788	C	5588 FLEET CHARGE	1,032.83						
1	06/25/25	#262 CRANK POSITION SENSOR	670.98			6020 450000	427		101000
R20203733201									
2	06/25/25	#262 SENSOR	361.85			6020 450000	427		101000
X20224507901									
		Total for Vendor:	1,094.34						
126756		2637 FORCE AMERICA INC	20.00						
1	06/30/25	DATA PLAN (MAY)	20.00			1000 430000	497		101000
IN200-2006583									
		Total for Vendor:	20.00						
126615	C	5427 FORTE	280.00						
08/31/25-06/31/26									
1	89075653	07/10/25 Mersive Solstice Subscriptio	280.00			1000 414104	497		101000
89075653									
		Total for Vendor:	280.00						
126534	C	155 GALLS, LLC	358.48						
1	07/07/25	boots for faltersack	189.95			1000 421000	422		101000
031847176									
2	05/21/25	belt - storage	47.03			1000 421000	422		101000
031401512									
3	04/29/25	pants for jorgenson	121.50			1000 421000	422		101000
031188291									

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126565	C	155 GALLS, LLC	182.31								
1	06/30/25	FD R Qualley SS Shirt	81.04			2060		415200	422		101000
031785941											
2	06/17/25	FD M Glueckert Jobshirt	184.20			2060		415200	422		101000
031656591											
3	06/21/25	FD R Qualley SS Shirt Return	-82.93			2060		415200	422		101000
031708443											
126629	C	155 GALLS, LLC	540.70								
1	07/09/25	pants for Birney	255.46			1000		421000	422		101000
031870599											
2	07/08/25	boots, equip for Hanson	285.24			1000		421000	422		101000
031858553											
126658	C	155 GALLS, LLC	198.00								
1	07/10/25	boots for B. Oldham	198.00			1000		421000	422		101000
031884875											
Total for Vendor:			1,279.49								
126669		156 GENERAL EQUIP & SUPPLIES	304.85								
1	07/09/25	#2201 GLASS/KNOB/GROMMET	304.85			6020		450000	427		101000
S00304958											
Total for Vendor:			304.85								
126739		999999 GEORGE HINMAN	300.00								
Tree Planting Permit - 1115 22nd Ave W											
1	07/17/25	Tree - 1115 22nd Ave W	300.00			5000		422000	490		101000
Total for Vendor:			300.00								
125638	116868S	999999 GHOST PATCH CUSTOM	1,514.00								
1	04/04/25	flexshield patches	1,514.00			1000		421000	422		101000
D6968											
Total for Vendor:			1,514.00								

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126593		2558 GOODYEAR COMMERCIAL TIRE	794.81								
1	06/25/25	#4007 TIRES	765.36			6010		450200	427		101000
130-1093228											
2	07/03/25	#4200 TIRE REPAIR	29.45			6010		450200	427		101000
130-1093254											
126772		2558 GOODYEAR COMMERCIAL TIRE	217.72								
1	07/11/25	#4101 TIRES	217.72			6010		450200	427		101000
130-1093282											
Total for Vendor:			1,012.53								
126743	C	556 GRAINGER, INC.	453.23								
1	06/30/25	FILTER/BUSHING	453.23			1000		455000	427		101000
9557750743											
Total for Vendor:			453.23								
126575		3534 GRAND FORKS FIRE EQUIPMENT LLC	633.14								
1	07/10/25	FD Hose Repair	35.30			2060		415200	420		101000
44083											
2	07/17/25	FD Gear Boots	597.84			2060		415200	641		101000
44135											
Total for Vendor:			633.14								
126580	C	135 HAWKINS INC	8,458.38								
1	07/08/25	AQUAHAWK	5,014.25			6025		450000	423		101000
7124616											
2	07/01/25	AQUAHAWK	3,444.13			6025		450000	423		101000
7118925											
126780	C	135 HAWKINS INC	6,725.67								
1	07/14/25	AQUAHAWK	6,725.67			6025		450000	423		101000
7130661											
Total for Vendor:			15,184.05								

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126779	C	180 HAZER'S AUTO WRECKING	1,665.00								
1	07/02/25	APPLIANCE DISPOSAL	1,665.00			6010		450200	357		101000
2292											
		Total for Vendor:	1,665.00								
126736		999999 HEATHER HOEFS	300.00								
		Tree Planting Permit - 1221 26th Ave S									
1	07/17/25	Tree - 1221 26th Ave S	300.00			5000		422000	490		101000
		Total for Vendor:	300.00								
126768	C	1310 HERO SCHEDULE LLC	309.00								
1	07/01/25	july 2025 active user fee	309.00			1000		421000	497		101000
		INV-41187									
126789	C	1310 HERO SCHEDULE LLC	174.00								
1	07/01/25	FD July Payroll	174.00			2060		415200	497		101000
41186											
		Total for Vendor:	483.00								
126544		3557 HESI	122.71								
1	06/30/25	FD Waste Disposal pick-up	122.71			2060		415200	527		101000
70471											
		Total for Vendor:	122.71								
126599	C	2820 HIGH POINT NETWORKS	4,270.00								
		Axis - Network Closet Cameras									
1	275069 07/08/25	Axis - Network Closet Cameras	4,270.00			1000		414104	497		101000
275069											
		Total for Vendor:	4,270.00								
126567	C	3285 HOUSTON ENGINEERING INC.	116,728.25								
		District 2265 Reconstruction Professional Services R008654-0004									
1	77102 07/08/25	Project 2265	116,728.25			4793		480000	313		101000
77102											

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126569	C	3285 HOUSTON ENGINEERING INC.	53,072.25						
		9th St NE Grade Separation Project No. 2293							
1	77103	07/08/25 Project No. 2293	53,072.25			4187 480000	313		101000
77103									
126572	C	3285 HOUSTON ENGINEERING INC.	750.00						
1	06/27/25	FD St 75 Crane for Generator	750.00			2060 415200	494		101000
8496									
126574	C	3285 HOUSTON ENGINEERING INC.	9,897.50						
1	76843	06/23/25 CE0037 - Task Order #10.1	9,897.50			4193 480000	313		101000
76843									
Total for Vendor:			180,448.00						
126646		3058 IAAI	500.00						
1	07/15/25	ND IAAI ATC D Underhill	250.00			2060 415200	340		101000
128400									
2	07/15/25	ND IAAI ATC J Neeb	250.00			2060 415200	340		101000
128399									
Total for Vendor:			500.00						
126603	C	687 INFORMATION TECHNOLOGY DEPT	655.00						
		Data Processing Service Fees 6/2025							
1	DP062025.8	06/30/25 June WAN/Fiber/VPN	655.00			1000 414104	497		101000
DP062025.849.3									
Total for Vendor:			655.00						
126766	C	4592 INGRAM LIBRARY SERVICES	3,578.97						
1	06/18/25	B00KS	14.41			7000 411600	662		101000
88744660									
2	06/18/25	B00KS	18.41			7000 411600	662		101000
88744661									
3	06/18/25	B00KS	22.81			7000 411600	662		101000
88744662									
4	06/18/25	B00KS	13.56			7000 411600	662		101000
88744663									

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5	06/18/25	BOOKS	7.26			7000		411600	662		101000
88744664											
6	06/18/25	BOOKS	19.13			7000		411600	662		101000
88744665											
7	06/18/25	BOOKS	52.53			7000		411600	662		101000
88744666											
8	06/18/25	BOOKS	22.94			7000		411600	662		101000
88744667											
9	06/18/25	BOOKS	20.37			7000		411600	662		101000
88744668											
10	06/18/25	BOOKS	22.30			7000		411600	662		101000
88744669											
11	06/20/25	BOOKS	31.19			7000		411600	662		101000
88766704											
12	06/20/25	BOOKS	17.04			7000		411600	662		101000
88766705											
13	06/20/25	BOOKS	21.38			7000		411600	662		101000
88766706											
14	06/24/25	BOOKS	27.23			7000		411600	662		101000
88830209											
15	06/24/25	BOOKS	31.51			7000		411600	662		101000
88830210											
16	06/24/25	BOOKS	29.27			7000		411600	662		101000
88830211											
17	06/24/25	BOOKS	26.68			7000		411600	662		101000
88830212											
18	06/24/25	BOOKS	73.14			7000		411600	662		101000
88830213											
19	06/24/25	BOOKS	179.58			7000		411600	662		101000
88830214											
20	06/24/25	BOOKS	22.72			7000		411600	662		101000
88830215											
21	06/24/25	BOOKS	50.50			7000		411600	662		101000
88830216											
22	06/24/25	BOOKS	12.63			7000		411600	662		101000
88830217											
23	06/25/25	BOOKS	13.87			7000		411600	662		101000
88852532											

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24 88852533	06/25/25	BOOKS	13.08			7000		411600	662		101000
25 88852534	06/25/25	BOOKS	90.76			7000		411600	662		101000
26 88852535	06/25/25	BOOKS	13.85			7000		411600	662		101000
27 88852536	06/25/25	BOOKS	19.36			7000		411600	662		101000
28 88852537	06/25/25	BOOKS	69.40			7000		411600	662		101000
29 88852538	06/25/25	BOOKS	341.56			7000		411600	662		101000
30 88852539	06/25/25	BOOKS	232.17			7000		411600	662		101000
31 88852540	06/25/25	BOOKS	306.98			7000		411600	662		101000
32 88852541	06/25/25	BOOKS	105.34			7000		411600	662		101000
33 88860433	06/25/25	BOOKS	113.37			7000		411600	662		101000
34 88860434	06/25/25	BOOKS	8.90			7000		411600	662		101000
35 88896321	06/27/25	BOOKS	14.76			7000		411600	662		101000
36 88896322	06/27/25	BOOKS	12.52			7000		411600	662		101000
37 88896323	06/27/25	BOOKS	23.34			7000		411600	662		101000
38 88896324	06/27/25	BOOKS	15.61			7000		411600	662		101000
39 88896325	06/27/25	BOOKS	19.47			7000		411600	662		101000
40 88896326	06/27/25	BOOKS	24.46			7000		411600	662		101000
41 88923211	06/30/25	BOOKS	14.00			7000		411600	662		101000
42 88923212	06/30/25	BOOKS	21.27			7000		411600	662		101000

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43 88923213	06/30/25	BOOKS	27.89			7000		411600	662		101000
44 88923214	06/30/25	BOOKS	24.67			7000		411600	662		101000
45 88923215	06/30/25	BOOKS	23.54			7000		411600	662		101000
46 88923216	06/30/25	BOOKS	12.10			7000		411600	662		101000
47 88949431	07/01/25	BOOKS	20.52			7000		411600	662		101000
48 88949432	07/01/25	BOOKS	78.17			7000		411600	662		101000
49 88949433	07/01/25	BOOKS	9.89			7000		411600	662		101000
50 88949434	07/01/25	BOOKS	43.39			7000		411600	662		101000
51 88949435	07/01/25	BOOKS	26.91			7000		411600	662		101000
52 88949436	07/01/25	BOOKS	13.40			7000		411600	662		101000
53 88959086	07/01/25	BOOKS	21.70			7000		411600	662		101000
54 88959087	07/01/25	BOOKS	33.44			7000		411600	662		101000
55 88959088	07/01/25	BOOKS	11.33			7000		411600	662		101000
56 88959089	07/01/25	BOOKS	9.91			7000		411600	662		101000
57 88974496	07/02/25	BOOKS	21.04			7000		411600	662		101000
58 88974497	07/02/25	BOOKS	32.62			7000		411600	662		101000
59 88974498	07/02/25	BOOKS	15.00			7000		411600	662		101000
60 88974499	07/02/25	BOOKS	14.89			7000		411600	662		101000
61 8974500	07/02/25	BOOKS	17.74			7000		411600	662		101000

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62	07/02/25	BOOKS	14.02			7000		411600	662		101000
88974501											
63	07/02/25	BOOKS	15.15			7000		411600	662		101000
88974502											
64	07/02/25	BOOKS	18.28			7000		411600	662		101000
88974503											
65	07/08/25	BOOKS	18.83			7000		411600	662		101000
89062030											
66	07/08/25	BOOKS	13.86			7000		411600	662		101000
89062031											
67	07/08/25	BOOKS	13.50			7000		411600	662		101000
89062032											
68	07/08/25	BOOKS	23.44			7000		411600	662		101000
89062033											
69	07/08/25	BOOKS	52.74			7000		411600	662		101000
89062034											
70	07/08/25	BOOKS	39.46			7000		411600	662		101000
89062035											
71	07/08/25	BOOKS	24.83			7000		411600	662		101000
89062036											
72	07/08/25	BOOKS	6.94			7000		411600	662		101000
89062037											
73	07/08/25	BOOKS	6.41			7000		411600	662		101000
89062038											
74	07/09/25	BOOKS	25.62			7000		411600	662		101000
89091950											
75	07/09/25	BOOKS	36.32			7000		411600	662		101000
89091951											
76	07/09/25	BOOKS	27.65			7000		411600	662		101000
89091952											
77	07/09/25	BOOKS	9.00			7000		411600	662		101000
89091953											
78	07/10/25	BOOKS	19.55			7000		411600	662		101000
89112787											
79	07/10/25	BOOKS	62.00			7000		411600	662		101000
89112788											
80	07/10/25	BOOKS	19.14			7000		411600	662		101000
89112789											

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81	07/10/25	BOOKS	11.79			7000		411600	662		101000
89112790											
82	07/10/25	BOOKS	50.71			7000		411600	662		101000
89112791											
83	07/10/25	BOOKS	13.75			7000		411600	662		101000
89112792											
84	07/10/25	BOOKS	38.51			7000		411600	662		101000
89112793											
85	07/10/25	BOOKS	49.07			7000		411600	662		101000
89112794											
86	07/10/25	BOOKS	7.96			7000		411600	662		101000
89112795											
87	07/11/25	BOOKS	19.34			7000		411600	662		101000
89135328											
88	07/11/25	BOOKS	23.19			7000		411600	662		101000
89135329											
89	07/11/25	BOOKS	183.05			7000		411600	662		101000
89135330											
90	07/11/25	BOOKS	13.11			7000		411600	662		101000
89135331											
91	07/11/25	BOOKS	34.74			7000		411600	662		101000
89135332											
92	07/11/25	BOOKS	22.78			7000		411600	662		101000
89135333											
93	07/11/25	BOOKS	23.03			7000		411600	662		101000
89148711											
94	07/09/25	BOOKS (CREDIT)	-7.88			7000		411600	662		101000
89106374											
95	07/14/25	BOOKS (CREDIT)	-19.73			7000		411600	662		101000
89189244											
Total for Vendor:			3,578.97								
126368	116937S	211 INTERSTATE ALL BATTERY CENTER	229.55								
1	07/01/25	BATTERIES	529.40			6025		450000	826		101000
1902801043457											
2	08/19/24	ACCT CREDIT	-299.85			1000		430000	487		101000
1902801040966											

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126547		211 INTERSTATE ALL BATTERY CENTER	559.80						
1	07/02/25	FD Batteries/sold Truck L-76	559.80			2060 415200	420		101000
1902801043478									
126763		211 INTERSTATE ALL BATTERY CENTER	1,234.04						
1	07/07/25	SLA1079 IB 8 SLA 250	444.80			6025 450000	826		101000
1902801043507									
2	07/02/25	SLA1079 IB 12 SLA 250	444.80			6025 450000	825		101000
1902802031495									
3	07/10/25	DCM0055 IB 12 55 SLA INS	344.44			1000 430002	803		101000
1902801043542									
Total for Vendor:			2,023.39						
126749	C	1765 J.J. KELLER & ASSOC, INC	377.50						
1	07/01/25	CDL TRAINING	377.50			1000 450000	751		101000
9110285278									
Total for Vendor:			377.50						
126793	C	5433 JIM LARSON	3,368.75						
1	2500005	07/17/25 Finance Support 06/10-07/17	3,368.75			1000 414100	418		101000
2500005									
Total for Vendor:			3,368.75						
126666	C	2750 JIM'S TOWING OF FARGO	275.00						
1	07/08/25	#394 TOWING	275.00			1000 430000	427		101000
25-19748									
Total for Vendor:			275.00						
126702	C	2798 JOHNSON CONTROLS	821.75						
1	07/14/25	PD - BOILER PUMP REPAIR	821.75			1000 455000	420		101000
1-136078611001									
Total for Vendor:			821.75						

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126740		999999 JORY SKALSKY	300.00								
		Tree Planting Permit - 941 Ashley Dr W									
1	07/17/25	Tree - 941 Ashley Dr. W	300.00			5000		422000	490		101000
		Total for Vendor:	300.00								
126548		5405 K&D ELECTRIC LLC	12,544.50								
1	07/08/25	FD St 75 Replace Generator	12,544.50			2060		415200	494		101000
8221											
		Total for Vendor:	12,544.50								
126734		999999 KHALED ZREIK	190.00								
		Tree Planting Permit - 2401 N Pond Dr E									
1	07/17/25	Tree - 2401 N Pond Dr. E	190.00			5000		422000	490		101000
		Total for Vendor:	190.00								
126612		2735 KLJ ENGINEERING LLC	22,040.00								
		Project 2504-00632 WF Floodproof Basement Design									
1	646 06/25/25	Project 9062	22,040.00			4195		480000	313		101000
646											
		Total for Vendor:	22,040.00								
126753		2752 KOST MATERIALS, LLC	461.00								
1	06/23/25	SIDEFORM PAVING	461.00			6020		450000	438		101000
141891											
		Total for Vendor:	461.00								
126641	-96920E	4482 KOTAPAY	2,768.26								
	07/11/25	payroll									
1	07/11/25	Child Support	2,768.26			1000		212549			101000
		Total for Vendor:	2,768.26								
126684		2325 KUSTOM KONCEPTS	320.00								
1	01/06/25	DECALS	320.00			6010		450200	914		101000
9002											
		Total for Vendor:	320.00								

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126512	C	2508 KYLE HINRICHS	79.63						
1	07/02/25	search warrant, meals - zap nd	79.63			1000 421000	340		101000
		Total for Vendor:	79.63						
126518		2085 LANGUAGE LINE SERVICES	287.88						
1	06/30/25	june 2025 - interpreter	287.88			1000 421000	304		101000
		11648459							
126527		2085 LANGUAGE LINE SERVICES	10.43						
1	11638523 06/30/25	June Interpretation Service	10.43			1000 412000	304		101000
		11638523							
		Total for Vendor:	298.31						
126678	C	705 LAWSON PRODUCTS	268.19						
1	07/08/25	SHOP SUPPLIES	268.19			1000 455000	433		101000
		9312622330							
		Total for Vendor:	268.19						
126650	C	4767 LENOVO (UNITED STATES) INC.	72.95						
		Lenovo Belkin Connect Dock							
1	6473267391 07/15/25	1 Dock - IT	72.95			1000 414104	497		101000
		6473267391							
126696	C	4767 LENOVO (UNITED STATES) INC.	165.74						
1	6473283228 07/16/25	1 Monitor - Planning	165.74			1000 418000	497		101000
		6473283228							
		Total for Vendor:	238.69						
126701		711 LUTHER FAMILY FORD	1,966.32						
1	07/10/25	#1214 GEAR	1,516.64			1000 421000	427		101000
		413227							
2	06/06/25	ACCT CREDIT	-7.10			1000 421000	427		101000
		CM411161							
3	06/18/25	CORE RETURN	-250.00			1000 430002	427		101000
		CM411165							
4	06/04/25	CORE RETURN	-400.00			1000 421000	427		101000
		CM410527							

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5 412935	07/01/25	#5702 VALVE	460.85			1000 430002	427		101000
6 412370	06/24/25	#1193 SEAL	12.43			1000 421000	427		101000
7 411221	06/06/25	NUT	7.10			1000 421000	427		101000
8 413716	07/16/25	#1210 ALTERNATOR	626.40			1000 421000	427		101000
Total for Vendor:			1,966.32						
126790 1 14793	07/16/25	3502 M&T Fire Liquid Smoke	379.00 379.00			2060 415200	340		101000
Total for Vendor:			379.00						
126586 1 5398	06/25/25	3304 MAC'S HARDWARE TOOLS	150.91 32.98			6020 450000	432		101000
2 4925	06/11/25	SAW BLADES	56.97			6020 450000	432		101000
3 5504	06/30/25	SHOP SUPPLIES	60.96			6025 450000	433		101000
Total for Vendor:			150.91						
126510 1 00583	05/07/25	4835 MACIA-MN ASSO OF CRININAL INTEL reg fee - Nick Gomez	375.00 375.00			1000 421000	340		101000
Total for Vendor:			375.00						
126695 1 P12848	07/09/25	C 3536 MACQUEEN FD Back-up Kussmaul charger	1,541.61 1,427.89			2060 415200	420		101000
2 P12859	07/14/25	FD E-71 A/C Receiver	113.72			2060 415200	427		101000
Total for Vendor:			1,541.61						

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126653	C	5416 MARCO TECHNOLOGIES LLC NW 7128	44.99								
		Cloud fax service - July 2025									
1	14075070	07/11/25 Cloud fax service - July 202	44.99			1000		415000	497		101000
		INV14075070									
		Total for Vendor:	44.99								
126515		5349 MARCO TECHNOLOGIES, LLC	372.58								
1	07/04/25	july - training room	96.86			1000		421000	428		101000
		39608880									
2	07/04/25	july - PD mailroom	275.72			1000		421000	428		101000
		39608879									
126597		5349 MARCO TECHNOLOGIES, LLC	2,216.38								
1	39608878	07/04/25 Finance	189.22			1000		414100	428		101000
		39608878									
2	39608878	07/04/25 Non-Departmental	830.04			1000		415000	428		101000
		39608878									
3	39608878	07/04/25 Planning / Inspections	130.80			1000		418000	428		101000
		39608878									
4	39608878	07/04/25 HR	36.32			1000		414103	428		101000
		39608878									
5	39608878	07/04/25 Court	256.88			1000		412000	428		101000
		39608878									
6	39608878	07/04/25 Police	28.70			1000		421000	428		101000
		39608878									
7	39608878	07/04/25 PW Water	205.70			6020		450000	428		101000
		39608878									
8	39608878	07/04/25 PW Sanitation	181.23			6010		450200	428		101000
		39608878									
9	39608878	07/04/25 Fire	60.70			2060		415200	428		101000
		39608878									
10	39608878	07/04/25 IT	130.80			1000		414104	428		101000
		39608878									
11	39608878	07/04/25 Fleet & Facilities	35.19			1000		455000	428		101000
		39608878									
12	39608878	07/04/25 Admin	130.80			1000		414000	428		101000
		39608878									

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126647		5349 MARCO TECHNOLOGIES, LLC	128.61						
1	07/14/25	FD June Usage HQ Printer	128.61			2060 415200	428		101000
39666009									
		Total for Vendor:	2,717.57						
126564	C	299 MENARDS (FIRE)	809.29						
1	06/30/25	FD Floor Squeeges-6	89.94			2060 415200	420		101000
59708									
2	07/07/25	FD Tr Grounds-dona. Rural	56.75			2060 415200	494		101000
60126									
3	07/01/25	FD Tr Grounds-dona. Rural	550.59			2060 415200	494		101000
59774									
4	07/03/25	FD St 76 Supplies	6.98			2060 415200	500		101000
59888									
5	07/03/25	FD Tr Grounds-dona. Rural	48.07			2060 415200	494		101000
59888									
6	07/08/25	FD Weed Sprayer/spray	56.96			2060 415200	494		101000
60208									
		Total for Vendor:	809.29						
126797	C	5206 MENARDS (POLICE)	20.47						
PO - 200264									
1	07/17/25	acct 30360698 - cadets shelf	20.47			1000 421000	375		101000
60893									
		Total for Vendor:	20.47						
126589	C	4622 MENARDS (PUBLIC WORKS)	728.90						
1	06/30/25	ANCHORS/RACK	37.34			2210 428000	410		101000
59693									
2	07/10/25	AKONAFLEX PRO	75.96			1000 430000	722		101000
60383									
3	07/09/25	PVC PIPE/COUPLING	15.40			1000 430000	432		101000
60281									
4	07/09/25	PVC/COUPLING	17.19			1000 430000	432		101000
60278									
5	07/02/25	TORCH KIT	55.98			6020 450000	432		101000
59843									

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6 57427	05/28/25 CABLE TIES		7.78			6020 450000	432		101000
7 60293	07/09/25 FUEL PREMIX		71.97			2210 428000	424		101000
8 60285	07/09/25 PAILS		19.90			2210 428000	358		101000
9 60356	07/10/25 DISTILLED WATER		18.30			6025 450000	826		101000
10 60352	07/10/25 GREASE GUN/CLEANER		38.05			6025 450000	433		101000
11 60451	07/11/25 PROTECTANT SPRAY		11.22			6025 450000	433		101000
12 59851	07/02/25 DAWN		9.94			6025 450000	433		101000
13 59816	07/02/25 RAKE/PVC/COUPLING		48.57			6025 450000	437		101000
14 57401	05/25/25 WIRE BRUSH/WHEEL		24.98			6025 450000	432		101000
15 59758	07/01/25 STAPLES/WOOD STAKES		75.93			1000 430001	358		101000
16 59785	07/01/25 LOCK CORD		27.99			1000 455000	500		101000
17 60181	07/07/25 CLEANING SUPPLIES		31.98			1000 455000	500		101000
18 60157	07/07/25 WET FLOOR SIGN/BROOM		98.75			1000 455000	500		101000
19 59760	07/01/25 ELG WOOD SEAT		23.99			6010 450200	420		101000
20 60274	07/09/25 HARDWARE		17.68			1000 430002	391		101000
126703 1 60643	C 4622 MENARDS (PUBLIC WORKS) 07/14/25 COUPLINGS		190.42 36.02			6025 450000	433		101000
2 60606	07/14/25 STENCILS/LATH		20.98			1000 430000	722		101000
3 60696	07/15/25 HARDWARE		13.32			1000 430000	358		101000

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4 60732	07/15/25	AKONAFLEX/RODS	106.71			1000 430000	722		101000
5 60727	07/15/25	STENCILS/PAINT	13.39			1000 430000	433		101000
Total for Vendor:			919.32						
126660 1 21828	06/17/25	304 METZ CO., INC. DUMPSTER GATE REPAIR (LIGHTS)	287.50 287.50			6010 450200	444		101000
Total for Vendor:			287.50						
126652 Midco 193293401 - 3150 Sheyenne 1 14834 07/11/25 193293401 - 3150 Sheyenne 19329340114834	E	2766 MIDCONTINENT COMMUNICATIONS	1,250.39						
			1,250.39			2310 452120	497		101000
126694 1 37257170114806	E	2766 MIDCONTINENT COMMUNICATIONS FD 06-25/07-24	186.79 186.79			2060 415200	527		101000
126746 1 18410720114812	E	2766 MIDCONTINENT COMMUNICATIONS PW INTERNET	90.39 90.39			1000 450000	497		101000
Total for Vendor:			1,527.57						
126630 1 205019555-1	C	102 MIDSTATES WIRELESS equip removal #1171	760.00 760.00			1000 421000	610		101000
126680 1 205019397	C	102 MIDSTATES WIRELESS #4009 RADIO INSTALL	265.00 265.00			6010 450200	870		101000
Total for Vendor:			1,025.00						

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126690	C	1854 MIDWEST TAPE	641.97								
1	07/02/25	DVD	40.03			7000		411600	664		101000
507401246											
2	07/02/25	DVD	31.47			7000		411600	664		101000
507401245											
3	07/02/25	DVD	101.13			7000		411600	664		101000
507401244											
4	07/02/25	DVD	174.57			7000		411600	664		101000
507401242											
5	07/02/25	DVD	47.94			7000		411600	664		101000
507401241											
6	07/09/25	DVD	53.53			7000		411600	664		101000
507434004											
7	07/09/25	DVD	23.22			7000		411600	664		101000
507434002											
8	07/15/25	DVD	49.44			7000		411600	664		101000
507460800											
9	07/15/25	DVD	71.95			7000		411600	664		101000
507460801											
10	07/15/25	DVD	48.69			7000		411600	664		101000
507460803											
Total for Vendor:			641.97								
126769		5598 MOLLY DOCKTER	266.12								
NDPIO Conference - Bismarck - 07/14/25-07/16/25											
Mileage/meals											
She drove her own car but used company card to pay for gas - see email string attached											
ALS											
1	07/17/25	Travel Reimb - 07/14-07/16	266.12			1000		416200	340		101000
Total for Vendor:			266.12								
126610	C	305 MOORE ENGINEERING INC	3,432.40								
24788 CWF 2025 Building Inspection Services - Task Order 91											
1	SIN003463	07/09/25 Building Inspection Survey	3,432.40			1000		418000	520		101000
SIN003463											

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126698	C	305 MOORE ENGINEERING INC	252,533.43								
1	SIN003535	07/14/25 Project 3006	130,006.82			4003		480000	313		101000
	SIN003535										
2	SIN003533	07/14/25 Project 9061	8,383.78			4188		480000	313		101000
	SIN003533										
3	SIN003533	07/14/25 Project 9062	9,247.50			4195		480000	313		101000
	SIN003533										
4	SIN003258	07/01/25 Project 9021	6,923.35			2970		480000	313		101000
	SIN003258										
5	SIN003539	07/14/25 Imp Dist 3009	9,376.50			4225		480000	313		101000
	SIN003539										
6	SIN003541	07/14/25 Imp Dist 3008	12,186.75			4224		480000	313		101000
	SIN003541										
7	SIN003528	07/14/25 Imp Dist 2288	724.25			4437		480000	313		101000
	SIN003528										
8	SIN003537	07/14/25 District 1353	14,546.09			4189		480000	313		101000
	SIN003537										
9	SIN003538	07/14/25 Project 1351	10,800.00			4221		480000	313		101000
	SIN003538										
10	SIN003532	07/14/25 Project 1348	34,383.57			4444		480000	313		101000
	SIN003532										
11	SIN003530	07/14/25 Project 1345	3,746.20			4009		480000	313		101000
	SIN003530										
12	SIN003189	06/30/25 Project 1339	188.50			4088		480000	313		101000
	SIN003189										
13	SIN003526	07/14/25 Project 1316	9,821.12			4065		480000	313		101000
	SIN003526										
14	SIN003527	07/14/25 20520 CWF Engineering Serv	227.50			2970		480000	313		101000
	SIN003527										
15	SIN003527	07/14/25 20520 CWF Engineering Serv	1,971.50			1000		414200	313		101000
	SIN003527										
Total for Vendor:			255,965.83								

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126718		5592 MUCHOW PROPERTIES	7,684.58						
		Permanent and Temporary Easements for Improvement District 2265							
1	07/16/25	Perm Easement Parcel 3-1	5,527.60			4793 480000	670		101000
		Project 2265							
2	07/16/25	Temp Easement Parcel 3-1A	2,156.98			4793 480000	670		101000
		Project 2265							
		Total for Vendor:	7,684.58						
126751	C	298 MVTL LABORATORIES	238.25						
1	06/30/25	WATER TESTING	238.25			6025 450000	335		101000
		1312462							
		Total for Vendor:	238.25						
126737		999999 NANCY PENNELL	300.00						
		Tree Planting Permit - 324 25th Ave E							
1	07/17/25	Tree - 324 25th Ave E	300.00			5000 422000	490		101000
		Total for Vendor:	300.00						
126617		337 ND LEAGUE OF CITIES	22,015.00						
		City Dues 2025							
1	13890 06/24/25	City Dues 2025	22,015.00			1000 415000	371		101000
		13890							
		Total for Vendor:	22,015.00						
126531	-96924E	363 ND PERS	9,963.00						
		07/11/25 Payroll							
1	07/11/25	457b Def Comp - Contributions	9,963.00			1000 212532			101000
		Total for Vendor:	9,963.00						
126657		723 ND POST BOARD	25.00						
1	07/16/25	POST test - Posterick	25.00			1000 421000	667		101000
		Total for Vendor:	25.00						

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126535		334 ND STATE RADIO COMM.	2,400.00								
1	07/01/25	2nd quarter LETS	2,400.00			1000		421000	415		101000
001155											
		Total for Vendor:	2,400.00								
126619		336 NDAAO	1,000.00								
		NDAAO Conference Badge - Denise Shilman									
1	07/11/25	NDAAO Conferece Registrations	700.00			1000		414101	340		101000
2	07/11/25	NDAAO Memberships	300.00			1000		414101	667		101000
		Total for Vendor:	1,000.00								
126693		3946 NDFA	20.00								
1	07/10/25	FD E Menge Retest	20.00			2060		415200	399		101000
2025071009											
		Total for Vendor:	20.00								
126341	116938S	3689 NDFPA	400.00								
		This charge also includes the registration for the 2025 Seminar.									
		Changed to correct vendor and reposted									
		ALS									
1	06/30/25	FD T Olson 2025 Dues	100.00			2060		415200	667		101000
2025 Dues											
2	06/30/25	FD J Neeb 2025 Dues	100.00			2060		415200	667		101000
2025 Dues											
3	06/30/25	FD D Underhill 2025 Dues	100.00			2060		415200	667		101000
2025 Dues											
4	06/30/25	FD D Sprecher 2025 Dues	100.00			2060		415200	667		101000
2025 Dues											
		Total for Vendor:	400.00								
126483	-96953C	2261 NETWORK CENTER INCORPORATED	4,230.00								
3	INV234253	06/30/25 Teams phone system project	4,230.00			1000		414104	497		101000
INV234253											

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126560	C	2261 NETWORK CENTER INCORPORATED	21,726.23						
		Phone Project Order #32798							
1	INV235054	07/08/25 Phones - Teams Phone Projec	21,726.23			1000 414104	497		101000
		INV235054							
126608	C	2261 NETWORK CENTER INCORPORATED	145.80						
		Gov 5MO Sub Acrbt Pro Ent MP LGA L6 100-999							
1	INV235105	07/09/25 Adobe Pro Licenses - Librar	145.80			7000 411600	497		101000
		INV235105							
		Total for Vendor:	26,102.03						
126555		3301 NEWMAN	1,145.16						
1	07/08/25	SIGNS	1,145.16			1000 430000	487		101000
		TRFINV061737							
		Total for Vendor:	1,145.16						
126726	C	364 NORTH CENTRAL INTERNATIONAL LLC	573.30						
1	05/20/25	#262 MOUNTYING ASSY/INSULATOR	573.30			6020 450000	427		101000
		X202244197							
		Total for Vendor:	573.30						
126816		348 NORTHERN IMPROVEMENT CO	29,696.76						
1	Pay App 2F	06/30/25 Imp Dist 1316.3	29,696.76			4065 480000	670		101000
		Pay App 2F							
		Total for Vendor:	29,696.76						
126594	C	1715 NORTHWEST TIRE INC	823.65						
1	06/27/25	#4301 TIRE REPAIR	126.40			6010 450200	427		101000
		24050986							
2	06/30/25	#5008 TIRE REPAIR	19.71			1000 455000	427		101000
		26057132							
3	06/19/25	#4021 TIRES	677.54			6010 450200	427		101000
		24050864							

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126677	C	1715 NORTHWEST TIRE INC	322.82								
1	07/08/25	#362 TIRES	219.79			1000		430000	427		101000
26057303											
2	07/09/25	#361 TIRES	103.03			1000		430000	427		101000
26057327											
126775	C	1715 NORTHWEST TIRE INC	988.31								
1	07/07/25	#3407 FLAT REPAIR	19.55			1000		430000	427		101000
24051078											
2	07/07/25	#1226 TIRE REPAIR	214.49			1000		421000	427		101000
26057274											
3	07/16/25	#2021 FLAT REPAIR	19.71			6020		450000	427		101000
26057501											
4	07/17/25	#263 TIRES	734.56			6020		450000	427		101000
24051259											
Total for Vendor:			2,134.78								
126514	C	5440 NORTHWEST TIRE INC. (PD)	386.70								
1	07/07/25	tire #1226	214.49			1000		421000	427		101000
26057274											
2	07/03/25	tire repair #1195	85.18			1000		421000	427		101000
26057238											
3	07/07/25	tire repair #1204	87.03			1000		421000	427		101000
26057290											
Total for Vendor:			386.70								
126671	C	330 NORTHWESTERN EQUIPMENT INC.	184.28								
1	07/08/25	THIMBLE	184.28			6010		450200	427		101000
55491											
Total for Vendor:			184.28								
126511		4761 NTOA - NATIONAL TACTICAL	50.00								
1	07/08/25	membership for Anderson	50.00			1000		421000	667		101000
109857											

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126626		4761 NTOA - NATIONAL TACTICAL	1,068.00								
	PO - 200260										
	1	07/14/25 reg for Anderson & Orn	1,068.00			1000		421000	340		101000
	11707										
		Total for Vendor:	1,118.00								
126692		1774 O'REILLY AUTOMOTIVE STORES, INC	67.92								
	1	07/14/25 FD Eq Svcs Station Supplies	67.92			2060		415200	500		101000
	1932-474161										
		Total for Vendor:	67.92								
126598		4744 O'REILLY AUTOMOTIVE STORES, INC	469.63								
	1	07/01/25 STOCK BATTERY	231.96			6020		450000	427		101000
	1932469407										
	2	07/01/25 #1172 VC GASKET	19.99			1000		421000	427		101000
	1932469512										
	3	07/01/25 #5702 NEW MAF	77.18			1000		430002	427		101000
	1932469348										
	4	07/01/25 #5702 MAP SENSOR	63.43			1000		430002	427		101000
	1932469358										
	5	07/01/25 #5702 AIR FILTER	17.60			1000		430002	427		101000
	1932469346										
	6	07/01/25 #1210 PURGE VALVE	59.47			1000		421000	427		101000
	1932469511										
126665		4744 O'REILLY AUTOMOTIVE STORES, INC	479.27								
	1	07/02/25 ANTIFREEZE	59.97			6020		450000	427		101000
	1932469876										
	2	07/03/25 #1205 PURGE VALVE	59.47			1000		421000	427		101000
	1932470567										
	3	07/03/25 #1228 FILTER	18.48			1000		421000	427		101000
	1932470508										
	4	07/15/25 #1190 CV SHFT	123.82			1000		421000	427		101000
	1932474322										
	5	07/08/25 BATTERY STOCK	203.44			1000		455000	427		101000
	1932471859										

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6	07/09/25	#7037 FUEL CAP	14.09			6025		450000	427		101000
1932472185											
126704		4744 O'REILLY AUTOMOTIVE STORES, INC	115.95								
1	07/10/25	#8005 AIR CTRL VALVE	115.95			1000		415000	427		101000
1932472774											
126795		4744 O'REILLY AUTOMOTIVE STORES, INC	82.57								
1	07/16/25	#1190 BARE KNUCKLE	209.90			1000		421000	427		101000
1932474992											
2	07/16/25	#1190 CV INNR SHFT	46.16			1000		421000	427		101000
1932474931											
3	07/14/25	BATTERY CREDIT	-203.44			1000		455000	433		101000
1932473955											
4	07/17/25	GREASE HOSE/COUPLER	29.95			1000		455000	433		101000
1932475174											
Total for Vendor:			1,147.42								
126724	C	352 OK TIRE STORE - COM CTR	619.82								
1	07/09/25	#262 TIRES	619.82			6020		450000	427		101000
05-374405											
Total for Vendor:			619.82								
126710		399 OLYMPIC SALES	3,990.00								
1	07/11/25	6YD REAR LOAD DUMPSTERS	3,990.00			6010		450200	665		101000
15797											
126784		399 OLYMPIC SALES	1,194.28								
1	07/03/25	#4202 TRUNNION LOCKS	1,194.28			6010		450200	427		101000
15747											
Total for Vendor:			5,184.28								
126659		276 OSTROMS ACE HARDWARE	139.98								
PO - 200261											
1	07/16/25	K9 dog food	139.98			1000		421000	915		101000
229256											
Total for Vendor:			139.98								

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126600 1 229183	07/07/25	5119 OSTROMS ACE HARDWARE (PW) HOSE ADAPTER	8.59 8.59			6020 450000	438		101000
126767 1 229236	229236 07/14/25	5119 OSTROMS ACE HARDWARE (PW) Hardware/Screws - IT	6.74 6.74			1000 414104	410		101000
Total for Vendor:			15.33						
126679 1 8305	07/08/25	3277 OUT FRONT POWER EQUIPMENT #3068 PUMP DRIVE BELT	53.30 53.30			1000 430000	427		101000
Total for Vendor:			53.30						
126689 1 H-0114949 2 02139C025217876 3 02139C025217876	C 07/01/25 07/11/25 07/11/25	2126 OVERDRIVE, INC SUBSCRIPTION RENEWAL 7/25-6/26 EBOOK AUDIOBOOK	4,708.27 4,000.00 219.85 488.42			7000 411600 7000 411600 7000 411600	650 650 650		101000 101000 101000
Total for Vendor:			4,708.27						
126595 1 443	443 07/02/25	3739 PARADIGM FIBER SPLICING LLC Project 9064	3,136.00 3,136.00			4209 480000	670		101000
Total for Vendor:			3,136.00						
126722 1 774069-25	C 07/08/25	1648 PARKLAND USA CORPORATION DBA RIDGELINE DEF	251.95 251.95			6010 450200	424		101000
Total for Vendor:			251.95						

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126762	C	673 PARSONS ELECTRIC	190.00						
1	07/10/25	VIDEO DETECTION REPAIR	190.00			1000 430002	487		101000
S0011329102									
Total for Vendor:			190.00						
126530	C	563 PETRO SERVE USA	9,086.63						
1	0967933 06	06/30/25 WF Airport Fuel	9,086.63			7050 500000	424		101000
0967933 06/25									
126750	C	563 PETRO SERVE USA	459.98						
1	06/26/25	870XY	38.94			1000 430000	424		101000
6663									
2	06/03/25	870XY	89.56			1000 430000	424		101000
16459									
3	07/10/25	#3401 PREMIUM	53.99			1000 430000	424		101000
7717									
4	07/15/25	#3401 PREMIUM	48.22			1000 430000	424		101000
9409									
5	06/05/25	#3401 PREMIUM	50.51			1000 430000	424		101000
7689									
6	06/11/25	#3401 PREMIUM	53.87			1000 430000	424		101000
173									
7	06/03/25	#3401 PREMIUM	25.34			1000 430000	424		101000
6863									
8	06/13/25	#3401 PREMIUM	39.58			1000 430000	424		101000
1184									
9	06/06/25	#3401 PREMIUM	21.49			1000 430000	424		101000
8079									
10	06/09/25	#3401 PREMIUM	14.08			1000 430000	424		101000
8938									
11	07/07/25	#3401 PREMIUM	24.40			1000 430000	424		101000
6428									
Total for Vendor:			9,546.61						

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126582	C	916 PRAIRIE SUPPLY INC	189.00								
1	07/09/25	TROWEL/STRAIGHT EDGE/SHOVEL	189.00			1000		430000	432		101000
0662569											
		Total for Vendor:	189.00								
126517		4333 PRI MANAGEMENT GROUP	159.00								
1	07/03/25	digital evidence mgmt webinar	159.00			1000		421000	340		101000
33014											
		Total for Vendor:	159.00								
126525		3261 PROJECT LIFESAVER INTERNATIONAL	1,729.59								
1	07/09/25	transmitters	1,729.59			2510		421000	375		101000
S250025649											
		Total for Vendor:	1,729.59								
126796		1472 RAILROAD MANAGEMENT CO III, LLC	2,085.25								
1	06/23/25	LICENSE FEES #305795	417.05			6025		450000	420		101000
528850											
2	06/23/25	LICENSE FEES #305796	417.05			6025		450000	420		101000
528851											
3	06/23/25	LICENSE FEES #305797	417.05			6025		450000	420		101000
528852											
4	06/23/25	LICENSE FEES #305798	417.05			6025		450000	420		101000
528853											
5	06/23/25	LICENSE FEES #305799	417.05			6025		450000	420		101000
528854											
		Total for Vendor:	2,085.25								
126773		2982 RDO EQUIPMENT CO	294.28								
1	06/30/25	#5423 CUTTING EDGES	294.28			1000		430001	427		101000
P2822154											
		Total for Vendor:	294.28								

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126802	C	3204 RECORD KEEPERS	35.00						
1	A283050	05/31/25 City Hall / Court Shred Bins	35.00			1000 415000	420		101000
	A283050								
		Total for Vendor:	35.00						
126757		1016 RED WING BUSINESS ADVANTAGE	645.97						
1	06/13/25	S HANSON BOOTS	220.99			1000 430001	422		101000
	737ST1-388485								
2	06/17/25	DJ GOSSELIN BOOTS	195.49			6025 450000	422		101000
	737ST1-427900								
3	06/16/25	B GAST BOOTS	229.49			1000 430000	422		101000
	737ST1-417830								
		Total for Vendor:	645.97						
126513		920 RHONDA JORGENSEN	119.00						
1	07/08/25	clothing reimb - shoes	119.00			1000 421000	422		101000
		Total for Vendor:	119.00						
126181	-96939E	3353 SAM'S CLUB MC/SYNCB	282.35						
1	05/21/25	City Hall Supplies	242.46			1000 415000	410		101000
2	06/27/25	Interest/Late Fees	39.89			1000 415000	410		101000
		Total for Vendor:	282.35						
126668	C	454 SANITATION PRODUCTS	126.56						
1	07/07/25	#7000 LATCH PAWL ASSY	126.56			6025 450000	427		101000
	93511								
126776	C	454 SANITATION PRODUCTS	300,702.05						
1	07/17/25	ELGIN PELICAN SWEEPER NP43260	300,702.05			1000 430000	870		101000
	93644								
		Total for Vendor:	300,828.61						
126633		5135 SARAH GASEVIC	471.18						
		SHRM Conference - San Diego - 06/27/25-07/02/25							
		Meals and rideshare							
1	07/11/25	Travel Reimb - 06/27-07/02	471.18			1000 414103	340		101000
		Total for Vendor:	471.18						

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126537	-96923E	5587 SATELLITE SPECIALIZED	10,800.00								
		Shipping for fire truck that will be sold									
1	601566	07/10/25 Shipping for Yellow Ladder 75	10,800.00			2060		372500			101000
601566											
		Total for Vendor:	10,800.00								
126815	C	2602 SELLIN BROTHERS, INC	697,582.32								
1	Pay App 3	07/15/25 Project 3006	697,582.32			4003		480000	670		101000
		Pay App 3									
		Total for Vendor:	697,582.32								
126758		3994 SHEYENNE GARDENS	38.50								
1	07/06/25	FLOWERS	38.50			1000		430001	358		101000
000066											
		Total for Vendor:	38.50								
126536	C	2885 SHORTPRINTER	1,536.14								
1	163146	07/09/25 Envelopes - CH	215.02			1000		415000	668		101000
163146											
2	163116	07/08/25 Envelopes - CH	1,321.12			1000		415000	668		101000
163116											
		Total for Vendor:	1,536.14								
126606	C	5199 SIGN BADGERS	24.10								
		Cubicle Nameplates Inserts									
1	34921	07/07/25 Cubicle Nameplates - Assessing	24.10			1000		414101	410		101000
34921											
126618	C	5199 SIGN BADGERS	59.90								
		Engraved Nameplates									
1	34874	07/11/25 Engraved Nameplates x 2	59.90			2970		480000	653		101000
34874											

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126632	C	5199 SIGN BADGERS	105.00						
1	07/09/25	K9 stickers for K9 Q	105.00			1000 421000	375		101000
34920									
		Total for Vendor:	189.00						
126800	C	91 SIGN SOLUTIONS USA	69.73						
1	07/10/25	TYPE D DELINEATOR RING	69.73			1000 430000	487		101000
418134									
		Total for Vendor:	69.73						
126604		4042 SIR SPEEDY	87.05						
		COMM New Resident Handout							
1	142297	07/09/25 New Resident Handout	87.05			1000 416200	668		101000
142297									
		Total for Vendor:	87.05						
126670		360 SIX ROBBLEES INC	469.91						
1	07/08/25	#361 BOLT/ELEC LH/EQUALIZER	276.47			1000 430000	427		101000
26P4855									
2	07/09/25	#361 BREAKAWAY SYSTEM	96.24			1000 430000	427		101000
26P4874									
3	07/10/25	#293 SWL 190	97.20			6020 450000	427		101000
26P4907									
		Total for Vendor:	469.91						
126761	C	3528 SNACKS PLUS VENDING	164.00						
1	07/08/25	PW - COFFEE	164.00			6020 450000	500		101000
5940:868815									
		Total for Vendor:	164.00						
126745		4048 SNS AUTO SUPPLY	48.00						
1	07/07/25	CLEANING SUPPLIES	48.00			6020 450000	433		101000
42601									
		Total for Vendor:	48.00						

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126528		5227 SOLBERG STEWART MILLER	302.50						
1	9846-000M1	07/02/25 Professional Services	302.50			1000 412000	309		101000
	9846-000M1								
		Total for Vendor:	302.50						
126803		5600 SOUTHDATA INC	24,340.39						
1	994565949	06/24/25 UB Statements/Postage - May	12,097.45			6020 450000	360		101000
	994565949								
2	994577199	06/30/25 UB Statements/Postage - Jun	12,242.94			6020 450000	360		101000
	994577199								
		Total for Vendor:	24,340.39						
126635	C	465 SPARTAN STORES LLC	17.89						
1	07/10/25	FD St 76 Coffee	17.89			2060 415200	500		101000
	444601								
		Total for Vendor:	17.89						
126621		440 SRF CONSULTING GROUP, INC	27,367.55						
		Project No. 6063							
1	19229.00-2	06/30/25 Project No. 6063 8th St W	27,367.55			4213 480000	313		101000
	19229.00-2	Project 6063							
		Total for Vendor:	27,367.55						
126667	C	733 SWANSTON EQUIPMENT CORP	166.67						
1	07/15/25	FILTERS	166.67			1000 430000	427		101000
	P14558								
126774	C	733 SWANSTON EQUIPMENT CORP	1,046.85						
1	07/01/25	#5435 WHEEL ASSY/BELTS/SPINDLE	968.09			1000 430001	427		101000
	P14075								
2	07/15/25	ORING	78.76			1000 430000	427		101000
	P14526								

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126794 1 P14218	C 07/07/25	733 SWANSTON EQUIPMENT CORP #5435 HUB ASSY	553.75 553.75			1000 430001	427		101000
Total for Vendor:			1,767.27						
126636 1	C 07/15/25	2485 SYLVIE SCHWEYEN mean reimb, NASRO conf	408.00 408.00			1000 421000	340		101000
Total for Vendor:			408.00						
126550 1 7779160		890 TCC MATERIALS 06/11/25 SILICA SAND	579.60 579.60			6010 450200	914		101000
Total for Vendor:			579.60						
126579 1 INV0047471	C 07/03/25	2491 TEAM LABORATORY CHEMICAL, LLC EZ DOSE IT BLOCKS	3,390.00 3,390.00			6025 450000	825		101000
126754 1 INV0047470	C 07/03/25	2491 TEAM LABORATORY CHEMICAL, LLC DISINFECTANT WIPES	208.00 208.00			6025 450000	433		101000
Total for Vendor:			3,598.00						
126577 1 0016680		1900 THE UPS STORE #5998 07/08/25 FD Send part to Macqueen	33.05 33.05			2060 415200	661		101000
Total for Vendor:			33.05						
126699 1		3411 THE UPS STORE #6740 07/16/25 SHIPPING	543.56 543.56			6025 450000	661		101000
Total for Vendor:			543.56						
126682 1 PS0811231	C 06/26/25	3352 TITAN MACHINERY - FARGO #369 FILTER	80.55 80.55			1000 430000	427		101000
Total for Vendor:			80.55						

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126727		5593 TLC MAINTENANCE LLC	8,955.00						
	Project 2265	Easements 1-5 & 1-5A							
1	07/16/25	Perm Easement Parcel 1-5	6,825.00			4793 480000	670		101000
	Project 2265								
2	07/16/25	Temp Easement Parcel 1-5A	2,130.00			4793 480000	670		101000
	Project 2265								
		Total for Vendor:	8,955.00						
126728		5594 TOBY AND PAMELA PETERSON	1,387.34						
	Temporary Easement Project 2265								
1	07/16/25	Temp Easement Parcel 8-4A	1,387.34			4793 480000	670		101000
	Project 2265								
		Total for Vendor:	1,387.34						
126581	C	1285 TRAFFIC CONTROL CORPORATION	1,395.00						
1	07/02/25	BYPASS UATS 19" RACK	1,395.00			1000 430002	487		101000
	159110								
		Total for Vendor:	1,395.00						
126760	C	665 TWIN CITY GARAGE DOOR	219.00						
1	07/08/25	PW - RPM SENSOR REPAIR	219.00			6020 450000	420		101000
	421687686								
		Total for Vendor:	219.00						
126526	C	2951 TYLER TECHNOLOGIES, INC	539.51						
1	020-162439	06/30/25 OTC & Portal	539.51			1000 412000	740		101000
	020-162439								
		Total for Vendor:	539.51						
126717		2136 ULINE INC	280.81						
1	06/26/25	NITRILE GLOVES	280.81			1000 455000	433		101000
	194643170								
		Total for Vendor:	280.81						

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126642	C	3668 VERIZON WIRELESS	426.68								
1	06/02/25	june 2025, river sensors	426.68			6020		450000	345		101000
6117410341											
126801	C	3668 VERIZON WIRELESS	14,310.64								
1	06/08/25	June 2025 - city admin	270.12			1000		414000	356		101000
6117927105											
2	06/08/25	June 2025 - finance	90.02			1000		414100	356		101000
6117927105											
3	06/08/25	June 25 - ch assessing hotspot	40.01			1000		414101	356		101000
6117927105											
4	06/08/25	June 2025 - econ development	105.76			1000		414102	356		101000
6117927105											
5	06/08/25	June 2025 - HR	182.34			1000		414103	356		101000
6117927105											
6	06/08/25	June 2025 - IT	337.20			1000		414104	356		101000
6117927105											
7	06/08/25	June 2025 - engineering	679.72			1000		414200	356		101000
6117927105											
8	06/08/25	June 2025 - commission	217.55			1000		415000	356		101000
6117927105											
9	06/08/25	June 2025 - wellness room	40.01			1000		415000	497		101000
6117927105											
10	06/08/25	June 2025 - communication	132.62			1000		416200	356		101000
6117927105											
11	06/08/25	June 2025 - planning	262.12			1000		418000	356		101000
6117927105											
12	06/08/25	June 2025 - pd misc	40.01			1000		421000	356		101000
6117927105											
13	06/08/25	June 2025 - pd cell	4,686.23			1000		421000	356		101000
6117927105											
14	06/08/25	June 2025 - pd bait	42.54			1000		421000	356		101000
6117927105											
15	06/08/25	June 2025 - pd passport	209.52			1000		421000	356		101000
6117927105											
16	06/08/25	June 2025 - pd 4sight	85.02			1000		421000	356		101000
6117927105											

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17 6117927105	06/08/25	June 2025 - pd mdc	320.08			1000		421000	356		101000
18 6117927105	06/08/25	June 2025 - pd cradle point	755.59			1000		421000	356		101000
19 6117927105	06/08/25	June 2025 - pd invest	40.01			1000		421000	356		101000
20 6117927105	06/08/25	June 2025 - pd ICAC	0.00			1000		421000	356		101000
21 6117927105	06/08/25	June 2025 - pd pole cams	80.02			1000		421000	356		101000
22 6117927105	06/08/25	June 2025 - pd invest trailer	80.02			1000		421000	356		101000
23 6117927105	06/08/25	June 2025 - pw street	364.59			1000		430000	356		101000
24 6117927105	06/08/25	June 2025 - pw row	82.55			1000		430001	356		101000
25 6117927105	06/08/25	June 2025 - pw	713.48			1000		450000	356		101000
26 6117927105	06/08/25	June 2025 - pw B & G	297.69			1000		455000	356		101000
27 6117927105	06/08/25	June 2025 - fire	1,333.39			2060		415200	356		101000
28 6117927105	06/08/25	June 2025 - fire drone	40.01			2060		415200	356		101000
29 6117927105	06/08/25	June 2025 - pw forestry	286.29			2210		428000	356		101000
30 6117927105	06/08/25	June 2025 - pw sanitation	806.09			6010		450200	356		101000
31 6117927105	06/08/25	June 2025 - pw water	632.33			6020		450000	356		101000
32 6117927105	06/08/25	June 2025 - pw sewer	896.18			6025		450000	356		101000
33 6117927105	06/08/25	June 2025 - library	212.58			7000		411600	356		101000
34 6117927105	06/08/25	credit - Travis Hawk	-51.05			1000		414104	356		101000
Total for Vendor:			14,737.32								

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126782		3230 VESSCO, INC	2,133.63						
1	05/28/25	W MARLOW ROTOR ASSY/ELEMENT	2,133.63			6025 450000	825		101000
097761									
		Total for Vendor:	2,133.63						
126516		2709 VIGEN'S LAWN SERVICE INC	552.00						
1	07/07/25	abatement 5655 11th St W	552.00			1000 415000	555		101000
453766									
126532		2709 VIGEN'S LAWN SERVICE INC	230.00						
1	07/09/25	abatement 402 11th Ave NW	230.00			1000 415000	555		101000
454065									
126705		2709 VIGEN'S LAWN SERVICE INC	460.00						
1	07/16/25	abatement, 732 Cathy Dr W	184.00			1000 415000	555		101000
454642									
2	07/16/25	abatement,2132 Meadow Ridge Ct	276.00			1000 415000	555		101000
454644									
		Total for Vendor:	1,242.00						
126804		E 3212 VISA ADMINISTRATION	1,215.37						
1	CC-1773 06/06/25	Annual Membership Renewal	195.00			1000 202200			101000
		COSTCO MEMBERSHIP		CC Accounting: 1000-		-414000-667			
2	CC-1773 06/18/25	Hotel for NDLC - Bernie	110.14			1000 202200			101000
		COMFORT INN & SUITES		CC Accounting: 1000-		-415000-340			
3	CC-1773 06/18/25	Card stock for liquor license	28.09			1000 202200			101000
		OFFICE DEPOT OFFICEMAX		CC Accounting: 1000-		-414000-410			
4	CC-1773 06/23/25	PW Remodel - Phase 1	257.64			4188 202200			101000
		Inv# CBBC1442-0091		CC Accounting: 4188-		-480000-670			
		COLUMN SOFTWARE PBC							
5	CC-1773 06/19/25	Liquor Control Board Hearing	12.16			1000 202200			101000
		Inv# CBBC1442-0080		CC Accounting: 1000-		-415000-668			
		COLUMN SOFTWARE PBC							
6	CC-1773 06/19/25	Tax reimb for Bernie's hotel	-11.14			1000 202200			101000
		COMFORT INN & SUITES		CC Accounting: 1000-		-415000-340			
7	CC-1773 06/25/25	PD Fishing Project #12	87.53			1000 202200			101000
		COSTCO WHOLESALE #1119		CC Accounting: 1000-		-421000-375			

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8	CC-1773	06/30/25 Flags for CH,PD,PW, Sanitation Veterans of Foreign Wars MISC CLAIM VENDOR	535.95			1000 202200 -415000-420			101000
				CC Accounting: 1000-					
		Total for Vendor:	1,215.37						
126805	E	2437 VISA ASSESSING	1,461.08						
1	CC-1779	06/12/25 IAAO Annual Conference Reg Paul IAAO	880.00			1000 202200 -414101-340			101000
				CC Accounting: 1000-					
2	CC-1779	06/19/25 Hotel for NCRAAO Conference Paul HILTON HOTELS & RESORTS	1,037.18			1000 202200 -414101-340			101000
				CC Accounting: 1000-					
3	CC-1779	06/19/25 Refund for hotel overcharge Paul HILTON HOTELS & RESORTS	-456.10			1000 202200 -414101-340			101000
				CC Accounting: 1000-					
		Total for Vendor:	1,461.08						
126812	E	3706 VISA COMMUNICATIONS	1,130.70						
1	CC-1777	06/02/25 Facebook Ads - UB Software Facebook/Meta MISC CLAIM VENDOR	2.00			1000 202200 -416200-440			101000
				CC Accounting: 1000-					
2	CC-1777	06/02/25 Facebook Ads - UB Software Facebook/Meta MISC CLAIM VENDOR	2.00			1000 202200 -416200-440			101000
				CC Accounting: 1000-					
3	CC-1777	06/02/25 Facebook Ads - UB Software Facebook/Meta MISC CLAIM VENDOR	2.00			1000 202200 -416200-440			101000
				CC Accounting: 1000-					
4	CC-1777	06/02/25 Facebook Ads - UB Software Facebook/Meta MISC CLAIM VENDOR	2.00			1000 202200 -416200-440			101000
				CC Accounting: 1000-					
5	CC-1777	06/02/25 Facebook Ads - UB Software Facebook/Meta MISC CLAIM VENDOR	2.00			1000 202200 -416200-440			101000
				CC Accounting: 1000-					
6	CC-1777	06/03/25 Facebook Ads - UB Software Facebook/Meta MISC CLAIM VENDOR	4.00			1000 202200 -416200-440			101000
				CC Accounting: 1000-					
7	CC-1777	06/03/25 Facebook Ads - UB Software Facebook/Meta MISC CLAIM VENDOR	3.00			1000 202200 -416200-440			101000
				CC Accounting: 1000-					

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8	CC-1777	06/03/25 Facebook Ads - UB Software	5.00			1000 202200			101000
		Facebook/Meta		CC Accounting: 1000-		-416200-440			
		MISC CLAIM VENDOR							
9	CC-1777	06/03/25 Facebook Ads - UB Software	6.94			1000 202200			101000
		Facebook/Meta		CC Accounting: 1000-		-416200-440			
		MISC CLAIM VENDOR							
10	CC-1777	06/03/25 Facebook Ads - UB Software	6.00			1000 202200			101000
		Facebook/Meta		CC Accounting: 1000-		-416200-440			
		MISC CLAIM VENDOR							
11	CC-1777	06/04/25 Facebook Ads - UB Software	9.00			1000 202200			101000
		Facebook/Meta		CC Accounting: 1000-		-416200-440			
		MISC CLAIM VENDOR							
12	CC-1777	06/04/25 Facebook Ads - UB Software	14.00			1000 202200			101000
		Facebook/Meta		CC Accounting: 1000-		-416200-440			
		MISC CLAIM VENDOR							
13	CC-1777	06/04/25 Facebook Ads - UB Software	21.00			1000 202200			101000
		Facebook/Meta		CC Accounting: 1000-		-416200-440			
		MISC CLAIM VENDOR							
14	CC-1777	06/05/25 Facebook Ads - UB Software	32.00			1000 202200			101000
		Facebook/Meta		CC Accounting: 1000-		-416200-440			
		MISC CLAIM VENDOR							
15	CC-1777	06/05/25 Renaissance Zone PH Notice	7.60			1000 202200			101000
		Inv# CBBC1442-0092		CC Accounting: 1000-		-416200-668			
		COLUMN SOFTWARE PBC							
16	CC-1777	06/09/25 Facebook Ads - UB Software	36.00			1000 202200			101000
		Facebook/Meta		CC Accounting: 1000-		-416200-440			
		MISC CLAIM VENDOR							
17	CC-1777	06/09/25 Facebook Ads - UB Software	40.00			1000 202200			101000
		Facebook/Meta		CC Accounting: 1000-		-416200-440			
		MISC CLAIM VENDOR							
18	CC-1777	06/11/25 Facebook Ads - UB Software	44.00			1000 202200			101000
		Facebook/Meta		CC Accounting: 1000-		-416200-440			
		MISC CLAIM VENDOR							
19	CC-1777	06/12/25 Facebook Ads - UB Software	54.00			1000 202200			101000
		Facebook/Meta		CC Accounting: 1000-		-416200-440			
		MISC CLAIM VENDOR							
20	CC-1777	06/15/25 Facebook Ads - UB Software	49.00			1000 202200			101000
		Facebook/Meta		CC Accounting: 1000-		-416200-440			
		MISC CLAIM VENDOR							

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21	CC-1777	06/18/25 NDPIO Conference Reg - Molly Bismarck State College - Continuing Ed	109.00			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-		-416200-340			
22	CC-1777	06/23/25 QR Code Software Renewal	588.00			1000 202200			101000
		Uniqode		CC Accounting: 1000-		-416200-497			
23	CC-1777	06/24/25 Storage	0.99			1000 202200			101000
		APPLE.COM		CC Accounting: 1000-		-416200-497			
24	CC-1777	06/09/25 Business Card Holders for CH	91.17			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 1000-		-416200-602			
		Total for Vendor:	1,130.70						
126811	E	4396 VISA COURT	307.00						
1	CC-1774	06/03/25 Copy paper - Court	183.87			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 1000-		-412000-410			
2	CC-1774	06/05/25 Office supplies - Court	123.13			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 1000-		-412000-410			
		Total for Vendor:	307.00						
126810	E	4057 VISA ECONOMIC DEVELOPMENT 2	735.86						
1	CC-1772	06/12/25 3150 Sheyenne St - July Fees	724.16			2960 202200			101000
		Oxford Realty		CC Accounting: 2960-		-411900-416			
2	CC-1772	06/24/25 Strong Women's local event	11.70			1000 202200			101000
		NDWBC		CC Accounting: 1000-		-414102-340			
		MISC CLAIM VENDOR							
		Total for Vendor:	735.86						
126809	E	3693 VISA ENGINEERING	15.00						
1	CC-1776	06/01/25 Car washes	15.00			1000 202200			101000
		HOLIDAY STATIONSTORES		CC Accounting: 1000-		-414200-420			
		Total for Vendor:	15.00						
126806	E	4335 VISA HUMAN RESOURCES	204.92						
1	CC-1775	06/03/25 Office Supplies - Molly	44.97			1000 202200			101000
		WALMART		CC Accounting: 1000-		-414103-410			
2	CC-1775	06/27/25 Baggage Fee - Sarah	35.00			1000 202200			101000
		DELTA AIR		CC Accounting: 1000-		-414103-340			

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3	CC-1775	07/01/25 Books/Supplies - HR	124.95			1000 202200			101000
SHRM				CC Accounting: 1000-		-414103-245			
		Total for Vendor:	204.92						
126807	E	2439 VISA IT	1,575.71						
1	CC-1780	06/03/25 Otterbox for iPhone	38.90			1000 202200			101000
AMAZON CAPITAL SERVICES				CC Accounting: 1000-		-414104-497			
2	CC-1780	06/04/25 USB-C high output cables	58.41			1000 202200			101000
AMAZON CAPITAL SERVICES				CC Accounting: 1000-		-414104-497			
3	CC-1780	06/10/25 Ergo keyboard - PD	144.50			1000 202200			101000
AMAZON CAPITAL SERVICES				CC Accounting: 1000-		-421000-497			
4	CC-1780	06/10/25 Headset for Teams Phone Proje	104.50			1000 202200			101000
AMAZON CAPITAL SERVICES				CC Accounting: 1000-		-414104-497			
5	CC-1780	06/14/25 Keyboard/mouse combos	349.90			1000 202200			101000
AMAZON CAPITAL SERVICES				CC Accounting: 1000-		-414104-497			
6	CC-1780	06/15/25 Document scanner	249.99			1000 202200			101000
AMAZON CAPITAL SERVICES				CC Accounting: 1000-		-414104-497			
7	CC-1780	06/22/25 Pens/cable management materia	63.34			1000 202200			101000
AMAZON CAPITAL SERVICES				CC Accounting: 1000-		-414104-410			
8	CC-1780	06/22/25 Document scanner	399.99			1000 202200			101000
AMAZON CAPITAL SERVICES				CC Accounting: 1000-		-414104-497			
9	CC-1780	06/23/25 Otterbox for iPhone	28.95			1000 202200			101000
AMAZON CAPITAL SERVICES				CC Accounting: 1000-		-414104-497			
10	CC-1780	06/24/25 Server rack wall mount	128.99			1000 202200			101000
AMAZON CAPITAL SERVICES				CC Accounting: 1000-		-414104-497			
11	CC-1780	06/24/25 Otterbox for iPhone	25.35			1000 202200			101000
AMAZON CAPITAL SERVICES				CC Accounting: 1000-		-414104-497			
12	CC-1780	06/25/25 Refund for document scanner	-399.99			1000 202200			101000
AMAZON CAPITAL SERVICES				CC Accounting: 1000-		-414104-497			
13	CC-1780	06/26/25 Color scanner - Court	357.00			1000 202200			101000
AMAZON CAPITAL SERVICES				CC Accounting: 1000-		-412000-497			
14	CC-1780	06/26/25 Screen protectors for iPhones	19.99			1000 202200			101000
AMAZON CAPITAL SERVICES				CC Accounting: 1000-		-414104-497			
15	CC-1780	06/26/25 Screen protectors for iPhones	5.89			1000 202200			101000
AMAZON CAPITAL SERVICES				CC Accounting: 1000-		-414104-497			
		Total for Vendor:	1,575.71						

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126808	E	5092 VISA IT 2	6,831.84						
1	CC-1781	06/02/25 HDMI fiber optic cable	19.22			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 1000-		-414104-497			
2	CC-1781	06/03/25 APC battery backups - PD/FD	2,580.80			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 1000-		-414104-497			
3	CC-1781	06/03/25 APC battery backup subscripti	117.00			1000 202200			101000
		Schneider Electric		CC Accounting: 1000-		-414104-497			
		MISC CLAIM VENDOR							
4	CC-1781	06/03/25 APC battery backup subscripti	117.00			1000 202200			101000
		Schneider Electric		CC Accounting: 1000-		-414104-497			
		MISC CLAIM VENDOR							
5	CC-1781	06/03/25 APC battery backup subscripti	117.00			1000 202200			101000
		Schneider Electric		CC Accounting: 1000-		-414104-497			
		MISC CLAIM VENDOR							
6	CC-1781	06/04/25 APC battery backup/surge prot	163.98			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 1000-		-414104-497			
7	CC-1781	06/06/25 Soda charge to City by mistak	5.41			1000 202200			101000
		Will be refunded		CC Accounting: 1000-		-414104-410			
		HOLIDAY STATIONSTORES							
8	CC-1781	06/07/25 Screen protector/headset/USB-	200.90			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 1000-		-414104-497			
9	CC-1781	06/17/25 Switch rack mount ears	14.24			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 1000-		-414104-497			
10	CC-1781	06/17/25 APC battery backup subscripti	117.00			1000 202200			101000
		Schneider Electric		CC Accounting: 1000-		-414104-497			
		MISC CLAIM VENDOR							
11	CC-1781	06/23/25 Samsung TV - Fleet&Fac	349.99			1000 202200			101000
		BEST BUY BUSINESS ADVANTAGE ACCOUNT		CC Accounting: 1000-		-455000-497			
12	CC-1781	06/24/25 Software for email signatures	2,571.56			1000 202200			101000
		CodeTwo		CC Accounting: 1000-		-414104-497			
		MISC CLAIM VENDOR							
13	CC-1781	06/24/25 International transaction fee	25.72			1000 202200			101000
		CodeTwo		CC Accounting: 1000-		-414104-497			
		MISC CLAIM VENDOR							
14	CC-1781	06/29/25 USB flash drives / hub - PD	54.42			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 1000-		-414104-497			

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15	CC-1781	06/30/25 Fiber transceivers	41.00			1000 202200			101000
FS HQ LLC				CC Accounting: 1000-		-414104-497			
16	CC-1781	07/01/25 Screenconnect subscription	336.60			1000 202200			101000
CONNECTWISE				CC Accounting: 1000-		-414104-497			
Total for Vendor:			6,831.84						
126663	E	3161 VISA LIBRARY #1	3,313.78						
1	CC-1769	06/02/25 SANITIZATION WIPES	88.44			7000 202200			101000
AMAZON CAPITAL SERVICES				CC Accounting: 7000-		-411600-410			
2	CC-1769	06/04/25 MAGNETICS;DIVIDER;SIGN	79.27			7000 202200			101000
AMAZON CAPITAL SERVICES				CC Accounting: 7000-		-411600-410			
3	CC-1769	06/04/25 BOOK	64.99			7000 202200			101000
AMAZON CAPITAL SERVICES				CC Accounting: 7000-		-411600-340			
4	CC-1769	06/09/25 CHISEL TIP MARKERS	12.39			7000 202200			101000
AMAZON CAPITAL SERVICES				CC Accounting: 7000-		-411600-410			
5	CC-1769	06/09/25 CRAFT SUPPLIES	25.87			7000 202200			101000
HOBBY LOBBY				CC Accounting: 7000-		-411600-649			
6	CC-1769	06/11/25 DRY ERASE MARKERS	13.11			7000 202200			101000
AMAZON CAPITAL SERVICES				CC Accounting: 7000-		-411600-410			
7	CC-1769	06/11/25 SAVERS	77.31			7000 202200			101000
ADULT PROGRAM SUPPLIES				CC Accounting: 7000-		-411600-649			
MISC CLAIM VENDOR									
8	CC-1769	06/13/25 PRIDE IN THE PARK	106.60			7000 202200			101000
REGISTRATION FEE				CC Accounting: 7000-		-411600-649			
MISC CLAIM VENDOR									
9	CC-1769	06/13/25 PUREWATER	100.00			7000 202200			101000
LEASE FOR WATER MACHINES				CC Accounting: 7000-		-411600-410			
MISC CLAIM VENDOR									
10	CC-1769	06/19/25 DISPLAY SIGNS	182.51			7000 202200			101000
AMAZON CAPITAL SERVICES				CC Accounting: 7000-		-411600-689			
11	CC-1769	06/24/25 NDLA CONF REGISTRATION	235.00			7000 202200			101000
NORTH DAKOTA STATE LIBRARY				CC Accounting: 7000-		-411600-340			
12	CC-1769	06/24/25 NDLA CONF REGISTRATION	250.00			7000 202200			101000
NORTH DAKOTA STATE LIBRARY				CC Accounting: 7000-		-411600-340			
13	CC-1769	06/24/25 NDLA CONF REGISTRATION	185.00			7000 202200			101000
NORTH DAKOTA STATE LIBRARY				CC Accounting: 7000-		-411600-340			
14	CC-1769	06/24/25 MEMBERSHIP RENEWAL	60.00			7000 202200			101000
6/24/25 - 6/24/26				CC Accounting: 7000-		-411600-667			
NORTH DAKOTA STATE LIBRARY									

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15	CC-1769	06/25/25 NDLA CONF REGISTRATION NORTH DAKOTA STATE LIBRARY	165.00			7000 202200			101000
16	CC-1769	06/25/25 NDLA CONF REGISTRATION NORTH DAKOTA STATE LIBRARY	125.00	CC Accounting: 7000-		-411600-340			101000
17	CC-1769	06/25/25 NDLA CONF REGISTRATION NORTH DAKOTA STATE LIBRARY	185.00	CC Accounting: 7000-		-411600-340			101000
18	CC-1769	06/25/25 NDLA CONF REGISTRATION NORTH DAKOTA STATE LIBRARY	185.00	CC Accounting: 7000-		-411600-340			101000
19	CC-1769	06/25/25 NDLA CONF REGISTRATION NORTH DAKOTA STATE LIBRARY	125.00	CC Accounting: 7000-		-411600-340			101000
20	CC-1769	06/25/25 NDLA CONF REGISTRATION NORTH DAKOTA STATE LIBRARY	250.00	CC Accounting: 7000-		-411600-340			101000
21	CC-1769	06/25/25 MEMBERSHIP RENEWAL 06/24/25 - 6/24/26 AMERICAN LIBRARY ASSOCIATION	210.00	CC Accounting: 7000-		-411600-667			101000
22	CC-1769	06/27/25 NDLA CONF REGISTRATION NORTH DAKOTA STATE LIBRARY	250.00	CC Accounting: 7000-		-411600-340			101000
23	CC-1769	06/27/25 NDLA CONF REGISTRATION NORTH DAKOTA STATE LIBRARY	250.00	CC Accounting: 7000-		-411600-340			101000
24	CC-1769	06/27/25 DVD CASES;PWR STRIP AMAZON CAPITAL SERVICES	44.63	CC Accounting: 7000-		-411600-410			101000
25	CC-1769	06/27/25 (CREDIT) SANITATION WIPES AMAZON CAPITAL SERVICES	-88.44	CC Accounting: 7000-		-411600-410			101000
26	CC-1769	07/01/25 DRY ERASE SPRAY/MARKERS AMAZON CAPITAL SERVICES	42.61	CC Accounting: 7000-		-411600-410			101000
27	CC-1769	07/01/25 SANITATION WIPES AMAZON CAPITAL SERVICES	89.49	CC Accounting: 7000-		-411600-410			101000
Total for Vendor:			3,313.78						
126664	E	3162 VISA LIBRARY #2	1,475.81						
1	CC-1770	06/05/25 SUBSCRIPTION RENEWAL 6/5/2025 - 6/5/2026 FORUM COMMUNICATIONS	377.89	CC Accounting: 7000-		-411600-663			101000
2	CC-1770	06/05/25 PROGRAM SUPPLIES FAMILY FARE	4.49	CC Accounting: 7000-		-411600-649			101000
3	CC-1770	06/05/25 PROGRAM SUPPLIES MICHAELS STORE #4818	35.97	CC Accounting: 7000-		-411600-649			101000

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4	CC-1770	06/09/25 FROST GLASS FILM	102.42			7000 202200			101000
		MENARDS (PUBLIC WORKS)		CC Accounting: 7000-		-411600-410			
5	CC-1770	06/10/25 MEMERSHIP RENEWAL	125.00			7000 202200			101000
		6/9/2025 - 6/9/2026		CC Accounting: 7000-		-411600-667			
		AMERICAN LIBRARY ASSOCIATION							
6	CC-1770	06/17/25 BOOKS	248.93			7000 202200			101000
		BARNES & NOBLE		CC Accounting: 7000-		-411600-649			
7	CC-1770	06/18/25 CREDIT (FROST GLASS FILM)	-18.89			7000 202200			101000
		MENARDS (PUBLIC WORKS)		CC Accounting: 7000-		-411600-410			
8	CC-1770	06/25/25 NDLA CONF REGISTRATION	185.00			7000 202200			101000
		NORTH DAKOTA STATE LIBRARY		CC Accounting: 7000-		-411600-340			
9	CC-1770	06/25/25 NDLA CONF REGISTRATION	125.00			7000 202200			101000
		NORTH DAKOTA STATE LIBRARY		CC Accounting: 7000-		-411600-340			
10	CC-1770	06/25/25 NDLA CONF REGISTRATION	125.00			7000 202200			101000
		NORTH DAKOTA STATE LIBRARY		CC Accounting: 7000-		-411600-340			
11	CC-1770	06/25/25 NDLA CONF REGISTRATION	165.00			7000 202200			101000
		NORTH DAKOTA STATE LIBRARY		CC Accounting: 7000-		-411600-340			
Total for Vendor:			1,475.81						
126686	E	4576 VISA LIBRARY #3	2,083.74						
1	CC-1771	06/21/25 PROGRAM SUPPLIES	17.27			7000 202200			101000
		FAMILY FARE		CC Accounting: 7000-		-411600-649			
2	CC-1771	06/24/25 PRINTIVITY	806.88			7000 202200			101000
		SUMMER MAGAZINE		CC Accounting: 7000-		-411600-689			
		MISC CLAIM VENDOR							
3	CC-1771	06/27/25 NDLA CONF REG	125.00			7000 202200			101000
		NORTH DAKOTA STATE LIBRARY		CC Accounting: 7000-		-411600-340			
4	CC-1771	06/27/25 NDLA CONF REG	125.00			7000 202200			101000
		NORTH DAKOTA STATE LIBRARY		CC Accounting: 7000-		-411600-340			
5	CC-1771	06/27/25 NDLA CONF REG	185.00			7000 202200			101000
		NORTH DAKOTA STATE LIBRARY		CC Accounting: 7000-		-411600-340			
6	CC-1771	06/28/25 MEMBERSHIP RENEWAL	210.00			7000 202200			101000
		6/27/25 - 6/27/26		CC Accounting: 7000-		-411600-340			
		AMERICAN LIBRARY ASSOCIATION							
7	CC-1771	06/28/25 MEMBERSHIP RENEWAL	60.00			7000 202200			101000
		06/27/25 - 6/27/26		CC Accounting: 7000-		-411600-667			
		NORTH DAKOTA STATE LIBRARY							

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8	CC-1771 06/28/25	NDLA CONF REG	125.00			7000 202200			101000
		NORTH DAKOTA STATE LIBRARY		CC Accounting: 7000-		-411600-340			
9	CC-1771 06/30/25	FACEBOOK	244.59			7000 202200			101000
		ADVERTISING		CC Accounting: 7000-		-411600-689			
		MISC CLAIM VENDOR							
10	CC-1771 07/01/25	NDLA CONF REG	185.00			7000 202200			101000
		NORTH DAKOTA STATE LIBRARY		CC Accounting: 7000-		-411600-340			
Total for Vendor:			2,083.74						
126813	E	2438 VISA PLANNING	330.00						
1	CC-1778 06/04/25	Job Posting for Senior Planne	25.00			1000 202200			101000
		AMERICAN PLANNING ASSOCIATION		CC Accounting: 1000-		-418000-399			
2	CC-1778 06/04/25	Job Posting for Senior Planne	295.00			1000 202200			101000
		AMERICAN PLANNING ASSOCIATION		CC Accounting: 1000-		-418000-399			
3	CC-1778 06/05/25	Job Posting for Senior Planne	10.00			1000 202200			101000
		NDPA		CC Accounting: 1000-		-418000-399			
Total for Vendor:			330.00						
126520	E	2435 VISA POLICE #1	930.11						
1	CC-1761 06/06/25	kitchen & cleaning supplies	562.36			1000 202200			101000
		COSTCO WHOLESALE #1119		CC Accounting: 1000-		-421000-420			
2	CC-1761 06/11/25	reg fee - D. Todd	330.00			1000 202200			101000
		CELLEBRITE INC		CC Accounting: 1000-		-421000-340			
3	CC-1761 06/25/25	CPA fishing event	14.90			1000 202200			101000
		FAMILY FARE		CC Accounting: 1000-		-421000-375			
4	CC-1761 06/25/25	CPA fishing event	22.85			1000 202200			101000
		MARATHON PETRO		CC Accounting: 1000-		-421000-375			
Total for Vendor:			930.11						
126521	E	3233 VISA POLICE #2	1,402.17						
1	CC-1762 06/06/25	sgt patches sewn on	48.00			1000 202200			101000
		ALTERATIONS BY L		CC Accounting: 1000-		-421000-422			
2	CC-1762 06/10/25	cleverbridge - evidence lic	41.15			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-		-421000-497			
3	CC-1762 06/10/25	3 reg for NDASRO	375.00			1000 202200			101000
		EVENTBRITE		CC Accounting: 1000-		-421000-340			
4	CC-1762 06/10/25	bike patrol item repair	13.20			1000 202200			101000
		WEST FARGO POSTMASTER		CC Accounting: 1000-		-421000-661			

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5	CC-1762 06/22/25	Trupanion - K9 medical ins	371.10			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-915			
6	CC-1762 06/24/25	bakery - swearing in	96.79			1000 202200			101000
	HORNBAACHERS			CC Accounting: 1000-		-421000-375			
7	CC-1762 06/25/25	K9 BSD LLC - charger	39.95			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-915			
8	CC-1762 06/26/25	K9 collar - dogtra 1900s	315.31			1000 202200			101000
	RAY ALLEN MANUFACTURING			CC Accounting: 1000-		-421000-915			
9	CC-1762 06/27/25	action bags - poly bags	101.67			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-365			
		Total for Vendor:	1,402.17						
126522	E 3234 VISA POLICE #3		63.52						
1	CC-1763 06/02/25	COPS PR - gift bags	40.41			1000 202200			101000
	DOLLAR TREE #3133			CC Accounting: 1000-		-421000-375			
2	CC-1763 06/04/25	fuel, training in SD	23.11			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-340			
		Total for Vendor:	63.52						
126523	E 3244 VISA POLICE #4		75.00						
1	CC-1764 06/26/25	membership renewal - TJ	75.00			1000 202200			101000
	IPMBA - INTERNATIONAL POLICE MOUNTAIN BI			CC Accounting: 1000-		-421000-667			
		Total for Vendor:	75.00						
126524	E 4301 VISA POLICE #6		292.19						
1	CC-1765 06/03/25	fuel - K9 dental appt	37.42			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-340			
2	CC-1765 06/12/25	H & H sports - training ammo	162.05			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-987			
3	CC-1765 06/13/25	H & H stop - fuel, rifle trn	54.82			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-340			
4	CC-1765 06/23/25	1304 Interchange Ave, fuel	37.90			1000 202200			101000
	RED CARPET INTERSTATE			CC Accounting: 1000-		-421000-340			
		Total for Vendor:	292.19						

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126613	E	2423 VISA PUBLIC WORKS #1	1,411.62						
1	CC-1766	06/02/25 ASCO	104.00			6025 202200			101000
	MISC CLAIM VENDOR			CC Accounting:	6025-	-450000-827			
2	CC-1766	06/03/25 PARTS	17.45			1000 202200			101000
	S & S LANDSCAPING			CC Accounting:	1000-	-430001-358			
3	CC-1766	06/05/25 ETRACK RAIL	28.48			6020 202200			101000
	NORTHERN TOOL & EQUIPMENT			CC Accounting:	6020-	-450000-432			
4	CC-1766	06/05/25 S RUDOLPH PANTS	107.98			1000 202200			101000
	CARHARTT			CC Accounting:	1000-	-430000-422			
5	CC-1766	06/06/25 VEHICLE TITLE	15.00			6010 202200			101000
	DMV FARGO BRANCH			CC Accounting:	6010-	-450200-386			
6	CC-1766	06/06/25 VEHICLE TITLE	16.50			6020 202200			101000
	DMV FARGO BRANCH			CC Accounting:	6020-	-450000-610			
7	CC-1766	06/06/25 TAX REFUND	-8.00			1000 202200			101000
	CARHARTT			CC Accounting:	1000-	-430000-422			
8	CC-1766	06/08/25 RETURN CREDIT	-70.18			1000 202200			101000
	CARHARTT			CC Accounting:	1000-	-450000-422			
9	CC-1766	06/12/25 TRIMMER	199.99			1000 202200			101000
	S & S LANDSCAPING			CC Accounting:	1000-	-430001-641			
10	CC-1766	06/11/25 VEHICLE TITLE	16.50			1000 202200			101000
	DMV FARGO BRANCH			CC Accounting:	1000-	-430001-610			
11	CC-1766	06/16/25 B NELSON BOOTS	185.99			6025 202200			101000
	BRUNT WORKWEAR			CC Accounting:	6025-	-450000-422			
12	CC-1766	06/20/25 S SKARTVED MUCKBOOTS	120.00			6025 202200			101000
	FLEET FARM			CC Accounting:	6025-	-450000-422			
13	CC-1766	06/20/25 D GOSSELIN PANTS	134.97			6025 202200			101000
	FLEET FARM			CC Accounting:	6025-	-450000-422			
14	CC-1766	06/24/25 HOSE REEL CART	322.98			1000 202200			101000
	NORTHERN TOOL & EQUIPMENT			CC Accounting:	1000-	-430000-427			
15	CC-1766	06/27/25 T TWEITEN PANTS	69.99			6025 202200			101000
	CARHARTT			CC Accounting:	6025-	-450000-422			
16	CC-1766	06/27/25 D BARGLOF PANTS	167.57			1000 202200			101000
	CARHARTT			CC Accounting:	1000-	-430000-422			
17	CC-1766	07/01/25 TAX REFUND	-17.60			1000 202200			101000
	CARHARTT			CC Accounting:	1000-	-430000-422			
Total for Vendor:			1,411.62						

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* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
126614	E	4256 VISA PUBLIC WORKS #2	1,595.52						
1	CC-1767	06/17/25 FORESTRY OUTREACH	435.13			2210 202200			101000
4ALLPROMOS				CC Accounting: 2210-		-428000-375			
2	CC-1767	06/24/25 Z STEPHENS/J MOLL TRAVEL	1,160.39			1000 202200			101000
EXPEDIA.COM HEADQUARTERS				CC Accounting: 1000-		-455000-340			
Total for Vendor:			1,595.52						
126662	C	544 WALLWORK TRUCK CENTER	1,610.50						
1	07/10/25	GLADHAND SERVICE	20.50			6020 450000	427		101000
01P616492									
2	07/08/25	#7301 LED WORK LIGHT	255.24			6025 450000	427		101000
01P615807									
3	07/01/25	#7045 CHARGE AIR COOLER	865.17			4387 480000	427		101000
01P614137									
4	06/22/25	#3074 PTO REPAIR	446.00			1000 430000	427		101000
0109S152695									
5	07/01/25	#4100 HOSE/ELBOW/BRUSHING	23.59			6010 450200	427		101000
01P614135									
126742	C	544 WALLWORK TRUCK CENTER	46.41						
1	07/15/25	#3074 OIL FILTER ELEMENT	46.41			1000 430000	427		101000
01P618062									
Total for Vendor:			1,656.91						
126643	C	4773 WEST FARGO EVENTS	40,428.85						
Management & Programming Fees									
1	1455	07/01/25 Essentia Health Plaza Fee	18,205.42			2310 452120	810		101000
1455									
2	1455	07/01/25 POW/MIA Plaza Fee	5,574.70			2310 452120	810		101000
1455									
3	1455	07/01/25 Parking Ramp Management Fee	11,840.33			2320 452110	810		101000
1455									
4	1455	07/01/25 City Events Management	4,808.40			2960 411900	810		101000
1455									
Total for Vendor:			40,428.85						

07/21/25
12:36:24

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 07/07/25 to 07/21/25

Page: 67 of 69
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
126506 1	116933S 06/30/25	566 WEST FARGO PARK DISTRICT June 2025 State Aid	88,353.40 88,353.40			2050		451000	992		101000
126507 2nd Qtr 2025	116933S	566 WEST FARGO PARK DISTRICT Park Special Assessments	32,745.27								
1 2nd Qtr 25	2017-1	Brooks Harbor Elementar	3,070.32			8605		451000	630		101000
2 2nd Qtr 25	2014-2	Goldenwood Area Park	589.36			8610		451000	630		101000
3 2nd Qtr 25	8615	Shadowwood Park Spec 2010	0.00			8615		451000	630		101000
4 2nd Qtr 25	2011	Park Spec - Maple Ridge	691.95			8620		451000	630		101000
5 2nd Qtr 25	8625	Park Imp Dist 2011-1	7,272.67			8625		451000	630		101000
6 2nd Qtr 25	06-2017-2	Park Imp - The Wilds	18,538.04			8630		451000	630		101000
7 2nd Qtr 25	2014	Park Spec - River's Bend	2,582.93			8635		451000	630		101000
8 2nd Qtr 25		Rendezvous Park	0.00			8640		451000	630		101000
9 2nd Qtr 25		Maplewood Park	0.00			8645		451000	630		101000
Total for Vendor:			121,098.67								
126546 1	C 07/09/25	2184 WEST SIDE STEEL SHEET METAL	487.11 170.77			6010		450200	914		101000
12812 2											
12808	07/08/25	I BEAMS	316.34			1000		430000	432		101000
Total for Vendor:			487.11								
126508 1	-96947E 07/11/25	3549 WEX FSA Med FSA - 07/11/25 payroll	3,554.95 388.33			1000		212530			101000
2	07/11/25	Dep FSA - 07/11/25 payroll	3,166.62			1000		212523			101000
Total for Vendor:			3,554.95								

07/21/25
12:36:24

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 07/07/25 to 07/21/25

Page: 68 of 69
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
126649	C	807 WEX HEALTH, INC	809.75						
		Cobra/FSA/HSA June							
1	06/30/25	Cobra/FSA/HSA June	809.75			1000 414103	307		101000
0002181337-IN									
		Total for Vendor:	809.75						
126616	-96922E	4676 WEX HSA	38,545.79						
7.11.25	Payroll								
1	07/11/25	HSA Contributions - ER	12,028.89			1000 212530			101000
2	07/11/25	HSA Contributions - EE	26,516.90			1000 212530			101000
		Total for Vendor:	38,545.79						
126538		569 WF ANIMAL HOSPITAL	3,866.75						
1	06/30/25	june pound fee	2,981.00			1000 421000	396		101000
300200									
2	06/30/25	K9s Q Vito Bella Clover	885.75			1000 421000	915		101000
299118									
		Total for Vendor:	3,866.75						
126687	C	549 WF PUB SCHOOLS DIST #6	20,667.00						
1	07/01/25	JULY RENT	10,333.50			7000 411600	333		101000
260002									
2	07/16/25	AUGUST RENT	10,333.50			7000 411600	333		101000
260004									
		Total for Vendor:	20,667.00						
126549		2740 WM CORPORATE SERVICES, INC	23.96						
1	07/01/25	FD July Services	23.96			2060 415200	527		101000
29 93565 43003									
126799		2740 WM CORPORATE SERVICES, INC	99,268.54						
1	07/01/25	WATER TOWER DROPSITE	7,862.01			6010 450200	916		101000
6797964									
2	07/01/25	MASTER BILLING ACCOUNT	91,406.53			6010 450200	916		101000
6797966									
		Total for Vendor:	99,292.50						

07/21/25
12:36:24

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 07/07/25 to 07/21/25

Page: 69 of 69
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
126729		5595 WMF PROPERTIES LLC	710.00						
		Temporary Easement for Project 2265							
1	07/16/25	Temp Easement Parcel 7-2A	710.00			4793 480000	670		101000
		Project 2265							
		Total for Vendor:	710.00						
126744		5528 WORLD INSURANCE ASSOCIATES LLC	50.00						
1	07/03/25	WEST FEST LIABILITY INS	50.00			2960 411900	416		101000
		377478							
		Total for Vendor:	50.00						
126552	E	338 XCEL ENERGY	8,787.13						
1	07/03/25	800 4TH AVE E	7,884.10			1000 415000	527		101000
		934441781							
2	07/03/25	800 4TH AVE E	674.99			1000 415000	527		101000
		934438949							
3	07/08/25	SM67 & SM70	72.80			6025 450000	527		101000
		934925780							
4	07/02/25	735 7TH AVE NW	78.94			1000 430002	527		101000
		934328469							
5	07/02/25	3050 SHEYENNE - THE LIGHTS	39.90			2310 452120	527		101000
		934370258							
6	07/02/25	3050 SHEYENNE - THE LIGHTS	36.40			2310 452120	527		101000
		934322204							
126571	E	338 XCEL ENERGY	4,248.26						
1	07/08/25	FD 5-27/06-25 Services	4,248.26			2060 415200	527		101000
		934894739							
		Total for Vendor:	13,035.39						
		# of Claims	287	Total:	5281,835.30	# of Vendors	95		
		Total Electronic Claims	2354,430.05						
		Total Non-Electronic Claims	2927405.25						

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



"Consent" or "Regular" Agenda Item?

[Consent]

Commission President

Bernie Dardis

Primary Portfolio:

Administrative Services

Secondary Portfolio:

Police & Fire

Commission

Vice President

Brad Olson

Primary Portfolio:

Police & Fire

Secondary Portfolio:

Street, Water & Sewer

Commissioner

Roben Anderson

Primary Portfolio:

Community &
Development Services

Secondary Portfolio:

Administrative Services

Commissioner

Rory Jorgensen

Primary Portfolio:

Sanitation

Secondary Portfolio:

Community &
Development Services

Commissioner

Amy Zundel

Primary Portfolio:

Street, Water & Sewer

Secondary Portfolio:

Sanitation

City Administrator

Dustin T. Scott

To: West Fargo City Commission

From: Dan Hanson, Sr. Director of Community & Development Services

Date: July 21, 2025

Subject: Second Amendment to the 2005 Agreement - Veterans Boulevard

Action: Approve seconded Amendment to the 2005 Agreement with the City of Fargo

New Information and Recommendation:

The City of Fargo has requested to install a left-bound, left-turning lane into 38th Avenue S from Veterans Boulevard. This work will consist of removing existing median and constructing the turning lane. They will handle all of the design, construction administration and costs involved with this project so there is no financial commitment by the City of West Fargo associated with the work.

The turning movement would be a $\frac{3}{4}$ restricted left turn only for southbound traffic, not a full intersection.

Our cities have an MOU for Veterans Boulevard that was originally established in 2005 and the proposed second amendment to the agreement would allow Fargo to proceed with this work.

The following documents are attached for review/consideration:

- Exhibit showing the proposed improvements
- Second Amendment to the 2005 Agreement with the City of Fargo

Staff Recommendation: Approve seconded Amendment to the 2005 Agreement with the City of Fargo

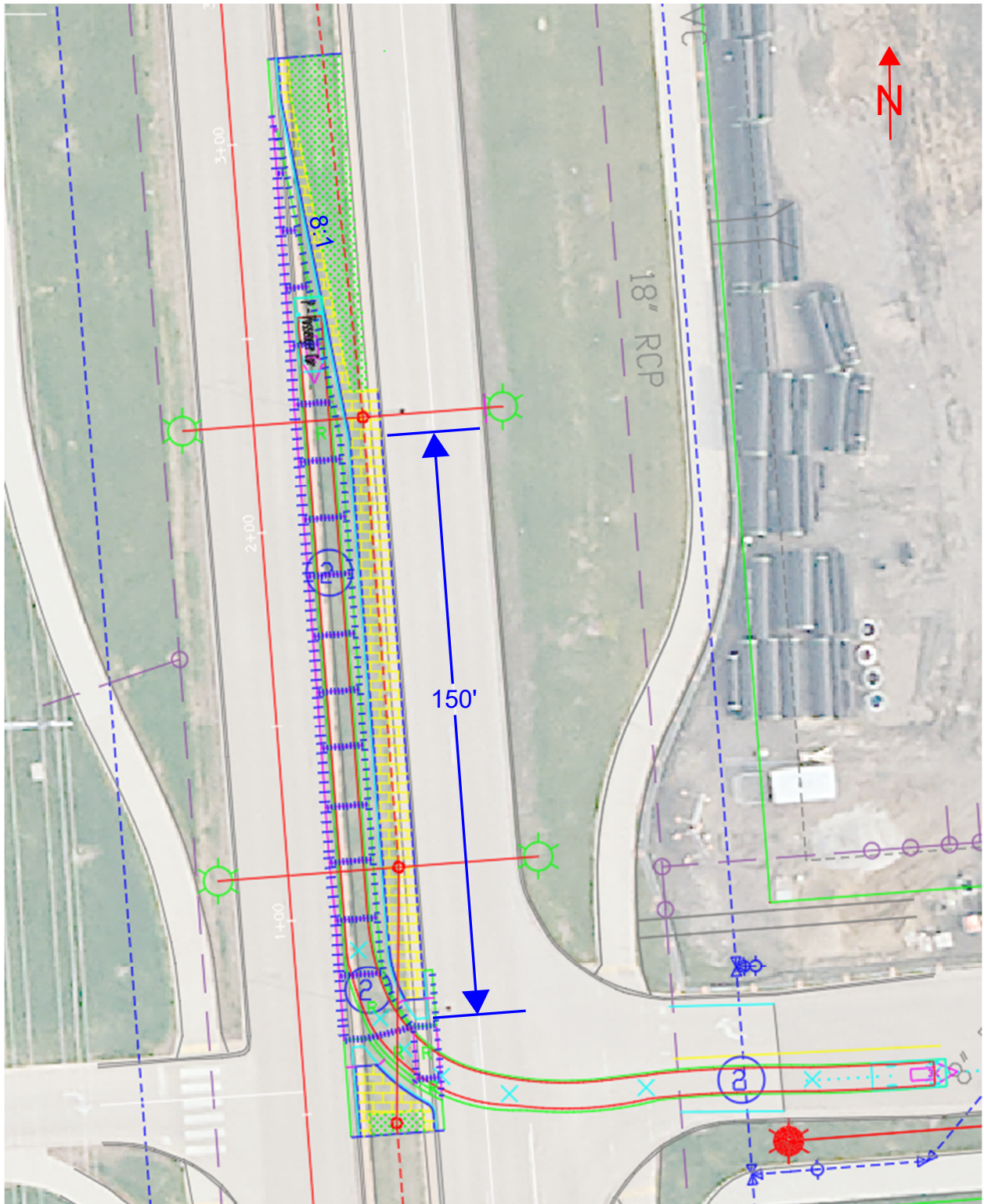
Financial Analysis:

There are no costs to West Fargo associated with this project.

Previously Presented Information and Commission Actions:

None

Veteran's Boulevard & 38th Avenue South – Restrictive Left



SECOND AMENDMENT TO THE 2005 AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of July, 2025, by and between the City of Fargo, North Dakota, a municipal corporation (hereinafter referred to as “Fargo”), and the City of West Fargo, North Dakota, a municipal corporation (hereinafter referred to as “West Fargo”).

WITNESSETH:

WHEREAS, in or about December 2005, Fargo and West Fargo entered into an Agreement (the “2005 Agreement”) pertaining to the construction, cost share, and maintenance of 9th Street East/57th Street South between Interstate 94 and 40th Avenue South n/k/a Veteran’s Boulevard, a copy which is attached hereto as **Exhibit A**; and

WHEREAS, in or about October 2012, Fargo and West Fargo entered into an Amendment to the 2005 Agreement (the “First Amendment”), which provided, in part, that any intersecting street or direct commercial access to Veteran’s Boulevard shall be placed along the roadway with full access spacing of approximately 1320 feet, with 660 feet spacing limited to right-in/right-out only, a copy of which is attached hereto as **Exhibit B**; and

WHEREAS, certain owners of real property located within the City of Fargo, along the east boundary of Veteran’s Boulevard, have requested an intersecting street/direct commercial access be constructed at the intersection of Veteran’s Boulevard and 38th Avenue South; and

WHEREAS, the parties have agreed upon certain amendments to allow for construction of the intersection and now commit the amendments to writing.

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

1. The parties agree that paragraph 10 of the First Amendment is hereby amended to allow for the construction of an intersection at Veteran's Boulevard and 38th Avenue South allowing southbound traffic along Veteran's Boulevard to make a left-hand turn onto 38th Avenue South.

2. Fargo will be responsible for the design, bid, and construction of the intersection at 38th Avenue South, as described above. West Fargo shall bear no design, bid, or construction responsibilities for the anticipated project. West Fargo shall not have any cost participation in the anticipated project.

3. All other terms and conditions of the 2005 Agreement and First Amendment not specifically modified herein shall remain unchanged and in full force and effect.

4. This Second Amendment may not be modified unless such modification is in writing and signed by both parties to this Second Amendment.

The remainder of this page intentionally left blank.

Dated this 21st day of July, 2025.

CITY OF FARGO, ND

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

Dated this 21st day of July, 2025.

CITY OF WEST FARGO, ND

Bernie Dardis, Mayor

ATTEST:

Dustin Scott, City Administrator



"Consent" or "Regular" Agenda
Item?

[Consent]

Commission President

Bernie Dardis

Primary Portfolio:

Administrative Services

Secondary Portfolio:

Police & Fire

Commission

Vice President

Brad Olson

Primary Portfolio:

Police & Fire

Secondary Portfolio:

Street, Water & Sewer

Commissioner

Roben Anderson

Primary Portfolio:

Community &

Development Services

Secondary Portfolio:

Administrative Services

Commissioner

Rory Jorgensen

Primary Portfolio:

Sanitation

Secondary Portfolio:

Community &

Development Services

Commissioner

Amy Zundel

Primary Portfolio:

Street, Water & Sewer

Secondary Portfolio:

Sanitation

City Administrator

Dustin T. Scott

To: West Fargo City Commission

From: Jerry Wallace, City Engineer

Date: July 21, 2025

Subject: Project No. 1351 – Sanitary Lift Station (SA-27) Rehabilitation

Action: Approve Plans and Specifications and Direct AD for Bids

New Information and Recommendation:

At the April 7, 2025 Commission Meeting the Commission directed the plans and specifications to be created for the rehabilitation of Sanitary Sewer Lift Station SA-27. These plans have been completed and are ready to be advertised for bidding.

The following documents are attached for review/consideration:

- Cover sheet, which represents the Plans and Specifications (Note: A full plan set is available at the Engineering Department)
- Draft Bid Advertisement – Will be published for two weeks
- Associated Resolutions

Staff Recommendation: Approve Plans and Specifications and Direct AD for Bids

Financial Analysis:

The estimated cost of this project, including 20% contingencies and soft costs is estimated to be \$2,625,000. This project was identified in the 2024 CIP and is proposed to be paid utilizing sanitary sewer hookup fees previously collected from developing areas south of I-94. No special assessments are intended to be used in conjunction with this project.

Previously Presented Information and Commission Actions:

April 7, 2025 –

- **Staff Recommendation:** Approve Engineer's Report, Direct Plans and Specifications, and Approve Task Order
- **Commission Action:** Commissioner Zundel moved and Commissioner Anderson seconded to approve. No opposition, motion carried.

March 3, 2025 –

- **Staff Recommendation:** Create Project No. 1351 and Direct Engineer to prepare an Engineer's Report
- **Commission Action:** Commissioner Zundel moved and Commissioner Anderson seconded to approve. No opposition, motion carried.



PROJECT NO. 1351

SANITARY LIFT STATION REHABILITATION & INCIDENTALS (SA-27)

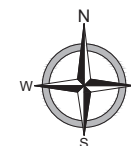


WEST FARGO, NORTH DAKOTA

VICINITY MAP



PROJECT LOCATION



PROJECT No. 30076

PRELIMINARY

CITY OF WEST FARGO, NORTH DAKOTA
PROJECT NO. 1351
SANITARY SEWER SYSTEM REHABILITATION AND INCIDENTALS
ADVERTISEMENT FOR BIDS

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

Bids for the construction of the Project will be received and accepted via electronic bid (vBid) through Quest CDN until August 21, 2025 at 10:00 a.m. local time. Bids will be viewed and read via video/phone conference at 10:30 a.m. Mailed or hand delivered bids will not be opened or considered. Link for the video/phone conference is provided at www.mooreengineeringinc.com by clicking the Bid Information tab, or at www.Quest CDN.com.

The Project consists of rehabilitation of a wastewater lift station including piping and valve replacement, sanitary sewer and force main expansion, electrical control panel replacement, painting and coatings, generator and associated items replacement, and site landscaping improvements.

Separate Bids will be received for Contract No. 1 – General Construction; Contract No. 2 – Electrical Construction; Contract No. 3 – Mechanical Construction. Bids shall be on a lump sum with additive alternate bid items as indicated in the Bid Form for Contract No. 1, and on a lump sum basis for Contract No. 2, and on a lump sum basis for Contract No. 3.

Digital project bidding documents will be available at www.mooreengineeringinc.com by clicking the Bid Information tab, or at www.Quest CDN.com. You may download the complete set of digital documents for a nonrefundable fee of \$50.00 by locating eBidDoc™ Number 9777908 on the website. Contact Quest CDN Customer Support at 952-233-1632 or info@Quest CDN.com for assistance in membership registration, downloading digital project information, and vBid online bid submittal questions.

Each bid must be accompanied by a bidder's bond in a sum equal to 5% of the full amount of the bid executed by the bidder as principal and by a surety, conditioned that if the principal's bid is accepted and a contract is awarded to the principal, the principal, within ten (10) days after the notice of the award, shall execute a contract in accordance with the terms of the bid and the bid bond as required by law, and any regulations and conditions of the City of West Fargo. ALL BID BONDS MUST BE ON THE BID BOND FORM INCLUDED IN THE BIDDING DOCUMENTS. The surety must be licensed to do business in North Dakota and must be licensed as a certified surety in the U.S. Department of the Treasury's Circular 570. A countersignature of a bid bond is not required. If the City of West Fargo elects to award a contract to the lowest responsible bidder, and the lowest responsible bidder does not execute a contract within ten (10) days, the bidder's bond will be forfeited to the City of West Fargo, and the City of West Fargo may award the project to the next lowest responsible bidder.

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

No bid may be read or considered if the bid does not fully comply with the requirements of this section and that any deficient bid submitted must be resealed and returned to the bidder immediately.

City of West Fargo reserves the right to reject any and all bids and rebid the project until a satisfactory bid is received.

The City of West Fargo will not read or consider any bid that does not fully comply with the requirements above, or the requirements of N.D.C.C. § 48-01.2-05. The City of West Fargo reserves the right to reject any and all bids and rebid the project until a satisfactory bid is received.

All bids will be made on the basis of cash payment for such Work. After bid opening, the City of West Fargo will release the bid bonds to all bidders except the three (3) lowest responsible bidders. When the City of West Fargo awards a contract to the lowest responsible bidder, the City of West Fargo will release the remaining bid bonds to the other two (2) bidders. The City of West Fargo reserves the right to hold the three (3) low bids for a period of sixty (60) days after the date of the bid opening.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions of Bidders that are included in the bidding documents.

Owner: City of West Fargo

By: Dustin T. Scott

Title: City Administrator

Date: July 21, 2025

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING PLANS AND SPECIFICATIONS FOR IMPROVEMENTS IN
PROJECT NO. 1351 – SA-27 SANITARY SEWER REHABILITATIONS, REPLACEMENTS; AND
INCIDENTALS OF THE CITY OF WEST FARGO

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, North Dakota, that the plans and specifications and estimates of cost for improvements in Project No. 1351 – SA-27 Sanitary Sewer Rehabilitations, Replacements; and Incidentals of the City of West Fargo heretofore prepared by Daniel Hanson, Engineer for the City, be and the same hereby are approved, ratified and confirmed as the plans and specifications and estimates of cost in accordance with which said improvements shall be constructed and the City Auditor shall file the same in his office open to public inspection.

Dated: July 21, 2025

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 for its adoption:

RESOLUTION DIRECTING AUDITOR TO
ADVERTISE FOR BIDS

WHEREAS, this Board has heretofore created Project No. 1351 – SA-27 Sanitary Sewer Rehabilitations, Replacements; and Incidentals of the City of West Fargo; and

WHEREAS, plans and specifications and estimates of costs for said improvements have heretofore been directed to be prepared by the Engineer for the City of West Fargo; and

WHEREAS, said plans, specifications and estimates of cost have been prepared and have been approved by the Board of City Commissioners of the City of West Fargo; and

WHEREAS, it is necessary to advertise for bids for the work in said project.

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, Cass County, North Dakota, that the City Auditor be, and she is hereby authorized and directed to cause notice of Advertisement for Bids for the construction of the work heretofore directed to be made in Project No. 1351 – SA-27 Sanitary Sewer Rehabilitations, Replacements; and Incidentals to be published once each week for two consecutive weeks in *The Forum*, and that the City Engineer will meet via video/phone conference, at a time and date to be determined by the City Auditor, for the purpose of revealing and reading aloud bids submitted electronically prior to the time of such meeting in accordance with such published advertisement for bids for the purpose of taking such other and further action with reference thereto as shall then be deemed necessary and expedient. A link for video/phone conference is provided at www.questcdn.com. Such advertisements shall be published in the form as provided in Section 48-01.2 of the North Dakota Century Code as amended.

Dated: July 21, 2025

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?
[Consent]

Commission President

Bernie Dardis
Primary Portfolio:
Administrative Services
Secondary Portfolio:
Police & Fire

Commission Vice President

Brad Olson
Primary Portfolio:
Police & Fire
Secondary Portfolio:
Street, Water & Sewer

Commissioner

Roben Anderson
Primary Portfolio:
Community &
Development Services
Secondary Portfolio:
Administrative Services

Commissioner

Rory Jorgensen
Primary Portfolio:
Sanitation
Secondary Portfolio:
Community &
Development Services

Commissioner

Amy Zundel
Primary Portfolio:
Street, Water & Sewer
Secondary Portfolio:
Sanitation

City Administrator

Dustin T. Scott

To: West Fargo City Commission

From: Jerry Wallace, City Engineer

Date: July 21, 2025

Subject: Improvement District No. 3006 – Westwood Addition
Reconstruction

Action: Approve Resolution Authorizing the Issuance of Wastewater
Treatment Improvement Warrant

New Information and Recommendation:

At the March 17, 2025 commission meeting, the commission approved a resolution to apply to the ND Department of Environmental Quality for a loan under the Clean Water and Drinking Water State Revolving Fund program. This loan will be at a 1.50% interest rate that over the life will result in significant savings to both the city and residents being specially assessed for the project.

The attached resolution, prepared by Ohnstad Twichell authorizes the issuance and sale of the warrant, series 2025B.

The following documents are attached for review/consideration:

- Associated Resolution

Staff Recommendation: Approve Resolution Authorizing the Issuance of \$6,100,000.00 Wastewater Treatment Improvement Warrant

Financial Analysis:

The lower interest offered with this loan will create significant savings to the financing of the project which will be a benefit passed on to the assessed properties.

Previously Presented Information and Commission Actions:

July 7, 2025-

- **Staff Recommendation:** Authorize Engineer to Develop and Submit a DWR Cost Share Application to Increase the Percentage of Eligible Roadway Costs
- **Commission Action:** Commissioner Zundel moved, and Commissioner Anderson seconded to approve. No opposition, motion carried.

May 5, 2025-

- **Staff Recommendation:** Adopt Resolution Approving Contract and Contractor's Bond and Authorize Notice to Proceed.
- **Commission Action:** Commissioner Zundel moved, and Commissioner Olson seconded to approve. No opposition, motion carried.

April 28, 2025 –

- Neighborhood Informational Meeting prior to construction was held at the West Fargo Fire Department from 6:00 – 8:00 PM (Our consultant Moore Engineering and COWF representatives were in attendance)

April 7, 2025 –

- **Staff Recommendation:** Accept Bid and Award Contract to Sellin Brothers for their bid amount of \$ 5,927,524.00 (base bid with electrical) contingent upon NDDEQ environmental review approval.

- **Commission Action:** Commissioner Olson moved, and Commissioner Zundel seconded to approve. No opposition, motion carried.

March 17, 2025 –

- Commission adopted Resolution Demonstrating City Commission Support for the SRF Loan Application.

March 13, 2025 –

- Virtual Bid opening was held at 10:30 AM

February 26, 2025, and March 5, 2025 –

- Advertisement for Bids was published in the Fargo Forum

February 14, 2025 –

- **Staff Recommendation:** Approve Plans and Specifications, and Direct AD for Bids
- **Commission Action:** Commissioner Olson moved, and Commissioner Zundel seconded to approve. No opposition, motion carried.

December 17, 2024 -

- First Neighborhood Informational Meeting was held at the West Fargo Fire Department from 6:00 – 8:00 PM (Our consultant Moore Engineering and COWF representatives were in attendance)

December 2, 2024 –

- **Staff Recommendation:** Approve both and Engineer's Report and Task Order for "Basic Services", and Direct Engineer to prepare Plans and Specifications
- **Commission Action:** Commissioner Olson moved, and Commissioner Jorgensen seconded to approve. No opposition, motion carried.

November 14, 2024 –

- A Special Meeting regarding Information pertaining to Improvement District No. 3006 – Westwood Addition Reconstruction took place at the City Commission Chambers.

October 7, 2024 –

- Informational Update to Commission regarding the letter sent to property owners within this district – No action requested.

Week of September 30, 2024 -

- Letter mailed to property owners informing them of the project moving forward for construction in 2025.

September 16, 2024 –

- **Staff Recommendation:** Create Improvement District No. 3006; Direct Engineer to prepare an Engineer's Report; Approve Task Order for Preliminary Engineering Services.
- **Commission Action:** Commissioner Olson moved, and Commissioner Zundel seconded to approve. No opposition, motion carried.

August 5, 2024 –

- Commission adopted the 2024 Capital Improvement Plan which included this project to be constructed in 2025

November 2022 –

Public out-reach door hangers delivered to residents within the Westwood Addition to partake in a neighborhood survey pertaining to a potential infrastructure project.

CITY OF WEST FARGO, STATE OF NORTH DAKOTA
RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
\$6,100,000
WASTEWATER TREATMENT IMPROVEMENT WARRANT , SERIES 2025B

RECITATIONS

The City of West Fargo, North Dakota (the "Municipality"), hereby recites that by resolution of its governing body the Municipality has:

1. Found and determined that it is necessary for the Municipality to construct the replacement of all streets, sanitary sewer, watermain and storm sewer in the Improvement District (defined below), or make improvements thereto (the "Project"). Any references to "improvement" or "improvements" herein includes the Project.
2. Directed its engineer to prepare a report as to the general nature, purpose and feasibility of the Project and an estimate of the probable cost of the Project.
3. After receiving and approving the engineer's report, directed the engineer to prepare detailed plans and specifications for construction of the Project.
4. Approved the engineer's detailed plans and specifications for construction of the Project and caused a copy of such plans and specifications to be filed in the office of the Auditor.
5. By publication, advertised for bids for construction of the Project.
6. Opened and made public the bids, entered them in the minutes of the meeting of the governing body at which they were considered and caused them to be kept by the Auditor.
7. After requiring the engineer to make a careful and detailed statement of the estimated cost of the Project, awarded the contract to the lowest responsible bidder and approved the contractor's performance bond.
8. Applied to the State Department of Environmental Quality (DEQ), Division of Municipal Facilities (the "Department") and the North Dakota Public Finance Authority (the "Authority") for financial assistance to finance all or a portion of the cost of the Project, which application has been approved.
9. Performed all other acts required by the Constitution and laws of North Dakota prerequisite to the issuance and sale of assessment warrants for the purpose of providing money to pay for the cost of the Project in the manner required of the Municipality by law with full power and authority conferred on it as a political subdivision and municipality of North Dakota.

RESOLUTION

Be it resolved by the governing body of the Municipality:

Section 1. All acts performed, resolutions, motions or ordinances adopted or passed, and all publications incidental to the construction and financing of the Project, whether or not reflected in the official minutes and records of the Municipality, are hereby ratified and confirmed, and all resolutions and other acts or proceedings of the Municipality which are in any way inconsistent with this Resolution are hereby amended to the extent necessary to give full force and effect to this Resolution.

Section 2. It is hereby found and determined to be necessary for the Municipality to issue \$6,100,000 in principal amount of its City of West Fargo Wastewater Treatment Improvement Warrant, Series 2025B (the "Municipal Securities" or "Municipal Security"), pursuant to N.D.C.C. ch. 40-22 through 40-24.

Section 3. Offer and Acceptance. The governing body of the Municipality, in response to its application for financial assistance from the Department and the Authority, has received an offer from the Authority, subject to the approval of the Industrial Commission of North Dakota, to purchase the Municipal Securities at a price equal to the principal amount plus accrued interest, if any, to the date of purchase, which offer is more fully set out in a loan agreement to be entered into between the Municipality and the Authority (the "Loan Agreement"). It is hereby found and determined that the offer of the Authority to purchase the Municipal Securities is reasonable and advantageous to the Municipality and is hereby accepted, and the Loan Agreement, in substantially the form presented to the Municipality at this meeting, is hereby accepted and authorized to be executed on behalf of the Municipality by its President of the Board of City Commissioners and Auditor (the "Authorized Officers"), with such modifications as may be approved by the Authorized Officers. The Authorized Officers are authorized and directed to execute the Loan Agreement and to deliver it to the Authority, which execution and delivery shall be conclusive evidence of the approval of any modifications with respect to the Loan Agreement.

Section 4. Form. The Municipal Securities issued under this Resolution shall be designated City of West Fargo Wastewater Treatment Improvement Warrant, Series 2025B, and shall be issued to the Authority in the form of a single registered Municipal Security in substantially the form as attached hereto as Exhibit A.

Section 5. Terms. The Municipality authorized the issuance of the Municipal Securities in the aggregate principal amount not to exceed \$6,100,000, dated the date of issuance. The Municipal Securities shall be issued in the form of a single registered Municipal Security as set forth in Section 4. The Municipal Securities issued shall be payable in installments of principal, with interest at the rate of one and one-half percent (1.50%) per year (plus an administrative fee as set out in the Loan Agreement), with principal payable in installments on September 1 of each of the years and in the amounts set forth below. Provided, that interest will be based on funds actually advanced, and the schedule below and attached to the Municipal Security form will be revised to reflect the actual principal amount loaned to the Municipality at the completion of the Project.

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2026	\$ 5,000	1.50%	2042	\$205,000	1.50%
2027	150,000	1.50	2043	205,000	1.50
2028	155,000	1.50	2044	210,000	1.50
2029	155,000	1.50	2045	215,000	1.50
2030	160,000	1.50	2046	220,000	1.50
2031	165,000	1.50	2047	225,000	1.50
2032	165,000	1.50	2048	230,000	1.50
2033	170,000	1.50	2049	235,000	1.50
2034	175,000	1.50	2050	235,000	1.50
2035	175,000	1.50	2051	240,000	1.50
2036	180,000	1.50	2052	245,000	1.50
2037	185,000	1.50	2053	250,000	1.50
2038	185,000	1.50	2054	255,000	1.50
2039	190,000	1.50	2055	260,000	1.50
2040	195,000	1.50	2056	260,000	1.50
2041	200,000	1.50			

Section 6. Interest. Interest shall be payable semiannually on each March 1 and September 1, commencing on the first such date following the first loan advance. The principal of and interest on the Municipal Securities shall be payable to the registered holder thereof at the address appearing on the registration books of the Registrar in any coin or currency of the United States of America, which on the respective dates of payment is legal tender for the payment of public or private debts or by check or draft delivered to the registered holder thereof at the address appearing on the registration books of the Registrar, or by wire transfer.

Section 7. Registration. The Municipal Securities shall be registered as to both principal and interest and shall be initially registered in the name of and payable to the Authority. While so registered, principal of and interest on the Municipal Securities shall be payable at the office of the Bank of North Dakota, in Bismarck, North Dakota (the "Registrar"), or such other place as may be designated by the Authority in writing, delivered to the Registrar. The Registrar shall establish and maintain a register for the purpose of recording the names and addresses of the registered holders or assigns, and the date of such registration.

Section 8. Assignment. The Municipal Securities are transferable upon the books of and at the principal office of the Registrar, by the registered holder thereof in person or by their attorney duly authorized in writing upon surrender thereof, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or their attorney. Upon request of the registered holder or transferee, and upon surrender of the Municipal Securities, the Municipality shall execute and deliver one or more other Municipal Securities of an aggregate principal amount equal to the principal amount of the Municipal Securities then remaining unpaid and maturing at the same time or times as the then unpaid principal installments thereof, with each Municipal Security dated so that neither gain nor loss in interest shall result from such transfer. Each Municipal Security shall be dated as of the last interest payment date preceding the date of transfer to which interest on the Municipal Security has been paid or made available for payment, unless the date of transfer is an interest payment date to which interest has been paid or made available for payment, in which case the Municipal Security shall be dated as of the date of transfer.

The surrendered Municipal Security shall be promptly canceled by the Registrar. The Registrar shall not be required to perform any of the duties set out in this section as of the record date as established by N.D.C.C. § 21-03.1-02(4). No service charge shall be made for such transfer or exchange, but the Registrar may require payment of a sum sufficient to cover any tax, fee or governmental charge or other expense incurred by the Municipality or Registrar with respect to such transfer or exchange.

Section 9. Execution and Delivery. The Municipal Securities shall forthwith be prepared under the direction of an Authorized Officer of the Municipality and when so prepared shall be executed on behalf of the Municipality by the manual or facsimile signatures of the Authorized Officers of the Municipality and shall be authenticated by the manual signature of the Registrar. When the Municipal Securities have been so executed and authenticated, they shall be delivered by an Authorized Officer of the Municipality to the Authority.

Section 10. Redemption. The Municipal Securities are subject to redemption on any interest payment date with the written consent of the Authority.

Section 11. Draws of Municipal Security Proceeds. The proceeds of the Municipal Securities are irrevocably appropriated to pay expenses necessarily incurred in the construction and completion of the Project and to pay costs associated with the issuance of the Municipal Securities. Draws on the Municipal Securities, in the form of Requisitions for Payment, shall be submitted by the Municipality to the Department from time to time in accordance with procedures established by the Department. Requisitions for Payment approved by the Department shall be forwarded to the Authority for approval and funding.

Section 12. Improvement District. It is hereby found, determined and declared that the Municipality has heretofore duly created the following improvement district:

Improvement District

Improvement District No. 3006 – New Water Supply, Sewerage, Street Systems,
And Incidentals

Section 13. Improvement District Fund. There is hereby a created special fund of the Municipality for the improvement district (the "Improvement District Fund") hereinbefore designated, which fund shall be held and administered by the Auditor apart from all other funds of the Municipality and shall be continued and maintained as herein directed until all warrants issued thereon shall have been fully paid with interest. In such fund there shall be maintained two separate accounts to be designated as the "Construction Account" and "Principal and Interest Account," respectively (the "Accounts").

Section 14. Construction Account. A Construction Account is established in the Improvement District Fund. There shall be deposited to the credit of such account the proceeds of the Municipal Securities, except the accrued interest, if any.

As proceeds are needed for Project costs, including interest coming due during construction, the Municipality shall submit requests for disbursement in accordance with

Section 2.02 of the Loan Agreement. Moneys in the Construction Account shall be used for payment of the cost of the Project and costs of issuance of the Municipal Securities, including reimbursement to the Municipality for advances made to pay such costs or to refund amounts borrowed for the Project, and for no other purposes.

Moneys in the Construction Account shall be deposited with a qualified depository as required by N.D.C.C. § 21-04-03, and any deposits in excess of the amount insured or guaranteed by the Federal Deposit Insurance Corporation or the National Credit Union administration shall be collateralized in accordance with N.D.C.C. § 21-04-09.

If upon completion of the improvements of the Project, approval by the Engineer of the Municipality, and payment of all claims and expenses in respect to the Project, there shall remain any unexpended balance in the Construction Account, such balance shall be transferred to the Principal and Interest Account and handled and accounted for in the same manner as other moneys in that Account.

Section 15. Principal and Interest Account. There shall be credited to the Principal and Interest Account the accrued interest on the warrant drawn on said fund from the date of the warrant to the date of delivery thereof to the Authority, the entire amount of special assessments, and any taxes, to be levied with respect to that improvement as herein agreed, certain utility revenues, and any balance remaining in the Construction Account after completion of said improvement (the "Available Revenues"). The Principal and Interest Account shall be used solely to discharge the Municipal Securities, to pay when due the interest on and the principal of the Municipal Securities, and to redeem the Municipal Securities prior to maturity. The Municipality shall make the following deposits into the Principal and Interest Account:

(a) On the first day of each month, commencing six months prior to the first payment of interest on and/or principal of the Municipal Securities, Available Revenues in an amount equal to one-sixth ($1/6$) of the amount necessary to pay interest and the Administrative Fee (as defined in the Loan Agreement) which will become due on the next interest payment date after crediting the amount of accrued interest and any earnings on the Principal and Interest Account. Prepayment of monthly deposits will fulfill this requirement. Notwithstanding the foregoing, the Municipality shall deposit into the Principal and Interest Account from the Available Revenues an amount sufficient to permit all interest due on the Municipal Securities to be paid on the date due.

(b) On the first day of each month, commencing 12 months prior to the first payment of interest on and/or principal of the Municipal Securities, Available Revenues in an amount equal to one-twelfth ($1/12$) of the amount necessary to pay any principal which will become due on the next principal payment date of the Municipal Securities. Prepayment of monthly deposits will fulfill this requirement. Notwithstanding the foregoing, the Municipality shall deposit into the Principal and Interest Account from the Available Revenues an amount sufficient to permit all principal due on the Municipal Securities to be paid on the date due.

Deposits required to be made pursuant to Sections 15(a) and 15(b) above are cumulative, and if the Available Revenues are not sufficient to credit the amount required in any month, the

deficiency shall be met from funds on deposit in the Principal and Interest Account. The moneys and investments in the Principal and Interest Account are irrevocably pledged to and shall be used to the extent required for the payment of principal of and interest on the Municipal Securities when and as the same shall become due and payable for that purpose only.

Notwithstanding the foregoing, in the event the first payment of interest on the Municipal Securities occurs less than six months from the date of closing and delivery of the Municipal Securities to the Authority (the "Closing Date") or the first payment of principal installments on the Municipal Securities occurs less than 12 months from the Closing Date, the deposits provided for in paragraphs (a) and (b) of this section shall be adjusted accordingly, so that the amount necessary to make the first payments of interest on and principal of the Municipal Securities is on deposit in the Principal and Interest Account at least one month prior to the date such payment or payments is required to be made.

Section 16. Reserve Account. A separate Reserve Account will not be established within the Improvement District Fund.

Section 17. Levy of Assessments. With respect to the improvement district, the Municipality covenants and agrees with all holders of warrants on the fund of the district that it will do and perform as soon as may be possible, in accordance with law, all acts and things necessary for the final and valid levy of special assessments against properties within the district benefitted by the improvements, in an aggregate amount equal to the total cost of the improvement to the Municipality, except any portion, not exceeding one-fifth of the cost of the improvement and not exceeding any applicable constitutional or statutory debt limit, as the Municipality may determine to pay by the levy of ad valorem taxes upon all taxable property within its corporate limits. In the event that the assessment should at any time be held invalid with respect to any lot or tract of land, due to any error, defect or irregularity in any action or proceeding taken or to be taken by the Municipality or by the governing body or by any officers or employees, either in the making of the assessment or in the performance of any condition precedent thereto, the Municipality and this governing body covenant and agree that they will forthwith do all such further acts and take all such further proceedings as may be required by law to make such assessment a valid and binding lien upon such lot or tract; provided, however, that if all special assessments and taxes collected are insufficient to pay principal or interest then due on the Municipal Securities, the Municipality covenants to take action pursuant to Section 18. The installments of special assessments from time to time remaining unpaid shall bear interest at the rate of 3.00% per annum and the special assessments shall be levied in equal annual installments as set out below:

<u>District Designation</u>	<u>Principal Amount</u>	<u>Amounts and Years of Payment</u>
Improvement District No. 3006 – New Water Supply, Sewerage, Street Systems, and Incidentals	\$6,100,000	\$196,774.19 in Each of the years 2025-2055

Section 18. Deficiency. With respect to the Improvement District Fund, the Municipality hereby recognizes its obligation with respect to the warrant drawn against said Improvement

District Fund, as set forth in Section 40-26-08, North Dakota Century Code, as amended, that whenever all special assessments and taxes, if any, theretofore collected for said improvement are insufficient to pay principal of or interest then due on said improvement warrant, this governing body shall thereupon levy a tax upon all taxable property in the corporate limits of the Municipality for the payment of such deficiency; provided, that if said improvement warrant has been exchanged for Refunding Improvement Bonds pursuant to the provisions of Chapter 40-27, North Dakota Century Code, such deficiency tax may be made payable in the years and amounts required to pay the principal of and interest on the Refunding Improvement Bonds as the same become due. Nothing herein contained shall be deemed to limit the power of the Municipality and this governing body under the provisions of said Section 40-26-08, as amended, to levy a general tax in anticipation of a deficiency considered likely to occur in said Improvement District Fund within one year, and it is hereby declared to be the policy of the Municipality that the governing body will annually review the current requirements and resources of said Improvement District Funds, at the time of the preparation of and hearing on the budget, in accordance with the provisions of Chapter 40-40, North Dakota Century Code, to the end that provisions may be made in each annual budget for any deficiency in the Principal and Interest Account of said Improvement District Fund which is deemed likely to occur within the then next succeeding year. Any taxes levied in accordance with the provisions of this paragraph in payment of a deficiency, or in anticipation of a deficiency, shall be paid upon collection into the Principal and Interest Account.

Section 19. **NOT Qualified Tax-Exempt Obligations.** The Municipality does **not** designate the Municipal Securities as a qualified tax-exempt obligation pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Section 20. **Loan Forgiveness.** During the pendency of the Loan, the Municipality may be offered a certain amount of loan forgiveness by the Department and the Authority to reduce the principal amount loaned to the Municipality. The Municipality acknowledges that any such loan forgiveness would be made available by the Department and the Authority in connection with receiving and administering federal capitalization grants under the State Revolving Fund Program. The Municipality agrees to accept any such loan forgiveness offered to it in connection with this Loan without any further action.

Section 21. **Use of American Iron and Steel.** The Municipality will comply with all federal requirements applicable to the Loan Agreement (including those imposed by the 2014 Appropriations Act, Public Law No. 113-76, and related SRF regulations and policy guidelines) which the Municipality understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States (“American Iron and Steel Requirement”) unless (i) the Municipality has requested and obtained a waiver from the Department pertaining to the Project or (ii) the Department or Authority has otherwise advised the Municipality in writing that the American Iron and Steel Requirement is not applicable to the Project.

Section 22. **Davis Bacon and Related Acts.** The Municipality shall, to the extent applicable to the Loan or any related grant, comply with the Davis Bacon and Related Acts requirements (40 U.S.C. 3141, et seq).

Section 23. Record and Reporting Requirements. The Municipality will comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a federal agency, the Department or the Authority such as performance indicators of program deliverables, information on costs and project progress. The Municipality understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and the Loan Agreement may be a default under the Loan Agreement that results in a repayment of the Loan in advance of the maturity of the Municipal Securities and/or other remedial actions.

Adopted July 21, 2025.

CITY OF WEST FARGO

BY: _____
President of the Board of City
Commissioners

ATTEST:

Auditor



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 United Way of Cass-Clay		Dates of Activity (Does not include dates for the sales of tickets) August 20, 2025	
Organization or Group Contact Person Tiffany McShane	E-mail tmcshane@unitedwaycassclay.org	Telephone Number 701-532-4603	
Business Address 4351 23rd Avenue South	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different) P.O. Box 1609	City Fargo	State ND	ZIP Code 58107

SITE INFO

Site Name Light Consulting - Fiesta 4 Impact Fundraiser for United Way		County Cass	
Site Physical Address 3308 Oak Ridge Pond Way East	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.) 4 Raffle Boards available during the Fiesta 4 Impact fundraiser for United Way on August 20, 2025 with drawing post-event that afternoon.			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle Board	Pkg 1: Bison Football Tickets & Cooler	350.00
Raffle Board	Pkg 2: Mojo & Moonglade Experience (\$525) / Pkg 3: Lake Havasu (\$3,000)	3,525.00
Raffle Board	Pkg 4: Dale Carnegie Leadership Course	2,200.00
Total (limit \$40,000 per year)		\$ 6,075.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds Funds will benefit UWCC to Prevent Hunger & Homelessness, Prepare Kids to Succeed and Strengthen Families	
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 Susan Thompson	Telephone Number 701-237-5050	E-mail Address sthompson@unitedwaycassclay.org
Signature of Organization Group's Permit Organizer 	Title Director of Finance & Administration	Date Jul 14, 2025



To: West Fargo City Commission

From: Mathew Andvik, Public Works Department

Date: July 21, 2025

Subject: Project 9061 Public Works & Sanitation Expansion.

Action: Adopt Resolution Demonstrating City Commission Support for the SRF Loan Application

Commission President

Bernie Dardis

Primary Portfolio:
Administration/Finance

Secondary Portfolio:
Police and Fire

Commission Vice President

Brad Olson

Primary Portfolio:
Police and Fire

Secondary Portfolio:
Street, Water and Sewer

Commissioner

Roben Anderson

Primary Portfolio:
Planning, Zoning and Engineering

Secondary Portfolio:
Administration/Finance

Commissioner

Amy Zundel

Primary Portfolio:
Street, Water and Sewer

Secondary Portfolio:
Sanitation

Commissioner

Rory Jorgensen

Primary Portfolio:
Sanitation

Secondary Portfolio:
Community & Development Services

City Administrator

Dustin Scott

Summary and Recommendation:

The proposed expansion of the Public Works & Sanitation facility is scheduled for construction this year. Phase 1 has been successfully bid and approved. Phase 2 is currently out for bid and will be presented to the Commission for approval in August.

To enhance affordability, the City has applied to the North Dakota Department of Environmental Quality for a loan under the Clean Water Act and/or the Safe Drinking Water Act. Securing this funding will reduce interest expenses and minimize reliance on Capital Improvement Sales Tax funds.

The attached resolution authorizes representatives Matthew Andvik and Brian Matzke to pursue this loan, demonstrating the City Commission's support of the application.

The following documents are attached for review/consideration:

- Resolution of Governing Body of Applicant

Staff Recommendation: Adopt Resolution Demonstrating City Commission Support for the SRF Loan Application

Financial Analysis:

The reduced interest rates associated with these loans are expected to generate substantial savings in project financing. To ensure full coverage, we are requesting a slightly higher loan amount than previously estimated; however, there is no obligation to expend the full requested sum.

RESOLUTION OF GOVERNING BODY OF APPLICANT

Resolution authorizing filing of application with the North Dakota Department of Environmental Quality for a loan under the Clean Water Act and/or the Safe Drinking Water Act.

WHEREAS, under the terms of the Clean Water Act and/or the Safe Drinking Water Act, the United States of America has authorized the making of loans to authorized applicants to aid in the construction of specific public projects: Now, Therefore, BE IT RESOLVED by the City Commission of the City of West Fargo

1. That Matthew Andvik and Brian Matzke be and are hereby authorized to execute and file an application on behalf of the City of West Fargo with the North Dakota Department of Environmental Quality for a loan to aid in the construction of: Public Works and Sanitation Buildings Expansions.
2. That Matthew Andvik, Senior Director of Public Works and Brian Matzke, Director of Public Works Operations be and are hereby authorized and directed to furnish such information as the North Dakota Department of Environmental Quality may reasonably request in connection with the application, which is herein authorized to be filed, to sign all necessary documents, and, on behalf of loan recipient, to accept loan offer and receive payment of loan funds in an estimated amount of \$11,200,000.

That the City of West Fargo expresses its official intent to use proceeds of this loan to reimburse construction expenditures made prior to the issuance of its municipal securities to the North Dakota Public Finance Authority.

CERTIFICATE OF RECORDING OFFICER

The undersigned duly qualified and acting City Auditor of the City of West Fargo does hereby certify that the attached resolution is a true and correct copy of the resolution, authorizing the filing of application with the North Dakota Department of Environmental Quality, as regularly adopted at a legally convened meeting of the City Commission Meeting duly held on the 21st day of July, 2025; and further that such resolution has been fully recorded in the journal of proceedings and records in my office.

In WITNESS WHEREOF, I have hereunto set my hand this 21st day of July, 2025.

Signature of Recording Officer*
Title of Recording Officer

**The signature needs to match the signature used for the FIND pre-application*

101.1

PURPOSE AND SCOPE

The purpose of this policy is to establish clear guidelines for determining which policies require approval by the City Commission and which may be authorized by the City Administrator. This policy ensures proper oversight, transparency, and efficient management of city operations while maintaining appropriate governance controls.

For departments or staff governed by independent boards or statutory authorities, references to the “City Commission” shall be interpreted as the appropriate governing body (e.g., Library Board, Airport Authority), and references to the “City Administrator” shall be interpreted as the applicable position designated by that governing body (e.g., Library Director, Airport Manager), where applicable and consistent with state law.

101.1.1

DEFINITIONS

Strategic Direction- the long-term vision, priorities, and goals that guide the city's policies, programs, budgeting, and services.

Regulatory Responsibilities- the duties our City holds to establish, interpret, and enforce local laws, ordinances, and codes that protect public health, safety, welfare, and the overall quality of life for its residents.

Daily operations - the routine tasks, services, and internal processes that city departments and staff perform on an ongoing basis to ensure the effective and efficient delivery of public services and administrative functions.

Internal controls - the systems implemented to ensure the integrity of operations, safeguard assets, prevent fraud and errors, ensure compliance with laws and policies, and support accurate financial reporting and efficient service delivery.

Personnel Governance - the set of rules, processes, and decision-making structures that guide the management and oversight of an organization's personnel.

Procedural matters - the standardized methods, steps, and workflows used by city departments to carry out tasks and ensure consistency in service delivery and internal operations.

101.2

POLICY

The City recognizes that certain policies have broad governance, financial, or legal implications and therefore require formal approval by the City Commission. Other policies, primarily related to internal administration and operations, may be more efficiently authorized by the City Administrator.

While the City Administrator is authorized to determine the appropriate level of approval for each proposed policy, all policies will be made immediately available to the City Commission for review. The City Commission maintains the authority to place any policy on a meeting agenda for consideration and formal vote at their discretion. Any policy individually brought forward for City Commission approval, regardless of content, may not be amended or repealed without additional action by the Commission.

101.3

POLICIES REQUIRING CITY COMMISSION AUTHORIZATION

Policies requiring City Commission approval are those that impact the City's governance, financial commitments, public welfare, or legal obligations.

Policies that shall be approved by Commission include:

Governance and Legislative Policies - Policies that define the City's strategic direction, public services, and regulatory responsibilities.

Budgetary and Financial Policies - Policies related to taxation, fee structures, major procurement, and multi-year capital investments. (Any policy that has financial implications, that are not specifically addressed in existing Purchasing, Budgeting & Spending, or Procurement policies, must be approved by the Commission.)

Legal and Regulatory Policy - Policies that involve legal enactment such as ordinances, intergovernmental agreements, or adherence to state and federal laws.

101.4

POLICIES AUTHORIZED BY THE CITY ADMINISTRATOR

The City Administrator is authorized to approve policies related to internal operations, administrative processes, and routine management of city resources.

Policies that may be approved by the City Administrator include:

Operational and Administrative Policies - Policies governing daily operations, internal controls, personnel governance, and procedural matters.

Procurement and Contracting Policies - Policies governing routine purchasing and vendor management within pre-approved financial limits, in line with the City's existing purchasing, spending & budgeting, or procurement policies.

Facility and Infrastructure Policies - Internal policies regarding the maintenance and use of City-owned facilities and assets.

101.5

POLICY IMPLEMENTATION AND REVIEW

The City Administrator shall ensure that all policies are documented, reviewed periodically, and communicated appropriately. Any question regarding a specific policy's level of required authorization, shall be presented to the City Commission for determination.

101.6

ADMINISTRATIVE AUTHORITY TO CORRECT NON-SUBSTANTIVE ERRORS

The City Administrator is authorized to make non-substantive corrections to adopted policies without returning them to the City Commission for approval. These corrections may include, but are not limited to, typographical errors, misspellings, incorrect word usage, punctuation, numbering, formatting, extraneous or redundant wording, and other similar clerical or grammatical errors that do not affect the meaning, intent, or application of the policy. The intent of this authorization is to ensure that approved policies are properly written and free of minor errors, without altering their meaning or affecting their original intent.



Year To Date As of 5/31/2025

Prepared:

6/30/2025

Completed By:

Sheila Olson

Approved By:

Budgeted Funds		Note	Revenue/Transfers			Expenditure/Transfers			Net	Cash
Fund	Description		Actual	Annual Budget	% Received	Actual	Annual Budget	% Spent	YTD Revenue vs Expenses	Balance
1000	General/Fire Fund	1	\$ 22,747,142	\$ 39,947,752	57%	\$ 19,211,124	\$ 41,555,978	46%	\$ 3,536,018	\$ 16,919,862
2030	Share of Specials		209,841	221,833	95%	213,247	221,833	96%	(3,406)	100,262
7000	Library		2,394,342	2,651,523	90%	1,059,607	2,624,900	40%	1,334,734	2,430,343
7050	Airport	2	283,720	238,999	119%	375,098	485,945	77%	(91,378)	859,737
Total Government			\$ 25,635,044	\$ 43,060,107	60%	\$ 20,859,076	\$ 44,888,656	46%	\$ 4,775,968	\$ 20,310,203
2970	Capital Improvements Sales Tax		\$ 3,905,279	12,281,488	32%	\$ 221,312	16,455,800	1%	3,683,967	31,447,560
2975	Public Safety Sales Tax		1,288,256	4,014,700	32%	19,913	4,869,513	0%	1,268,343	3,995,556
2971	Prairie Dog Funds		7,331,225	10,500,000	70%	-	10,500,000	0%	7,331,225	10,710,081
2960	Economic Development Sales Tax		1,294,695	4,109,700	32%	244,922	3,481,400	7%	1,049,773	17,019,480
2130	Municipal Highway		-	-	0%	-	-	0%	-	-
2110	Gaming		19,902	15,000	133%	-	18,000	0%	19,902	160,782
2XXX	Event Funds		-	-	0%	-	-	0%	-	16,668
2200	Vector Control		93,283	210,000	44%	24,188	100,000	24%	69,095	640,236
2210	Forestry		280,127	674,815	42%	223,305	666,138	34%	56,822	280,817
2230	City Utility		21,463	81,000	26%	-	50,000	0%	21,463	300,223
25XX	Police Special Funds	3	21,697	5,500	394%	96,703	11,850	816%	(75,006)	286,402
2950	Assets Forfeitures		16,987	30,000	57%	776	30,000	3%	16,211	143,858
2980	South Facility Hookup		-	50,000	0%	-	-	0%	-	3,694,308
Total Special Funds			\$ 14,272,915	\$ 31,972,203	45%	\$ 831,120	\$ 36,182,701	2%	\$ 13,441,795	\$ 68,695,972
3000	Total Debt Service		\$ 22,277,291	\$ 20,408,271	109%	\$ 19,901,213	\$ 24,157,135	82%	\$ 2,376,079	\$ 58,327,212
6010	Sanitation		\$ 3,143,045	\$ 7,100,000	44%	\$ 2,614,931	\$ 7,780,975	34%	\$ 528,114	\$ 2,163,553
6020	Water		3,730,209	10,500,000	36%	3,472,157	9,832,542	35%	258,052	8,540,252
6025	Sewer		2,759,166	8,102,130	34%	3,308,647	7,699,497	43%	(549,481)	(764,970)
Total Enterprise			9,632,420	25,702,130	37%	9,395,735	25,313,014	37%	236,685	\$ 9,938,835
5000	Tree Fund		\$ 8,173	\$ 50,000	16%	\$ 4,250	\$ 50,000	9%	\$ 3,923	575,549
2050	Park Funds/State Aid		461,012	\$ 1,128,681	41%	461,012	1,128,681	41%	-	91,993
8600	Park District Special Assessment		\$ 714,414	\$ 720,242	99%	699,338	720,242	97%	15,075	21,529
2141	FM CVB		184,653	383,000	48%	155,415	383,000	41%	29,238	33,576
Total Agency			\$ 1,368,251	\$ 2,281,923	60%	\$ 1,320,015	\$ 2,281,923	58%	\$ 48,236	\$ 722,646
Total All Budgeted Funds			\$ 73,185,920	\$ 123,424,634	59%	\$ 52,307,158	\$ 132,823,429	39%	\$ 20,878,763	\$ 157,994,868



Year To Date As of 5/31/2025

Prepared:

6/30/2025

Completed By:

Sheila Olson

Approved By:

Non-Budgeted Funds

	Revenue/Transfers			Expenditure/Transfers			Net	Cash Balances
	Actual	Annual Budget	Variance	Actual	Annual Budget	Variance	Actual	
4000 Construction	\$ 8,609	\$ -	0%	\$ 4,500,175	\$ -	0%	\$ (4,491,566)	\$ (26,472,007)
2170 Clerk of Court Bond Fund	-	-	0%	-	-	0%	-	84,303
2XXX Misc. Special Funds	213,909	655,317	33%	580,638	1,177,706	49%	(366,730)	832,354
7XXX Agency Funds	-	-	0%	-	-	0%	-	218,391
Total Non-Budgeted Funds	\$ 222,518	\$ 655,317	34%	\$ 5,080,813	\$ 1,177,706	431%	\$ (4,858,296)	\$ (25,336,960)
All Funds Combined	\$ 73,408,438	\$ 124,079,951	59%	\$ 57,387,971	\$ 134,001,135	43%	\$ 16,020,467	\$ 132,657,909

Notes to the Financials

1	Majority of property tax revenues received in early part of the year.
2	Expenditure budget amended for Hangar purchase.
3	New police vehicle purchase (\$33k). Transfer of funds from Asset Forfeiture pending.



Year To Date As of June 30, 2025

Date Prepared: 7/14/2025

Completed By: Sheila Olson
Approved By: Willy Galindo

Budgeted Funds		Note	Revenue/Transfers			Expenditure/Transfers			Net	Cash
Fund	Description		Actual	Annual Budget	% Received	Actual	Annual Budget	% Spent	YTD Revenue vs Expenses	Balance
1000	General/Fire Fund	1	\$ 24,369,152	\$ 39,947,752	61%	\$ 22,230,240	\$ 41,555,978	53%	\$ 2,138,911	\$ 15,174,376
2030	Share of Specials		214,859	221,833	97%	213,247	221,833	96%	1,612	105,280
7000	Library		2,512,893	2,651,523	95%	1,229,573	2,624,900	47%	1,283,320	2,358,672
7050	Airport	2	308,196	238,999	129%	391,816	485,945	81%	(83,621)	864,625
Total Government			\$ 27,405,099	\$ 43,060,107	64%	\$ 24,064,876	\$ 44,888,656	54%	\$ 3,340,223	\$ 18,502,953
2970	Capital Improvements Sales Tax		\$ 4,578,441	12,281,488	37%	\$ 221,966	16,455,800	1%	4,356,475	31,995,327
2975	Public Safety Sales Tax		1,512,643	4,014,700	38%	22,463	4,869,513	0%	1,490,180	4,211,987
2971	Prairie Dog Funds		7,331,225	10,500,000	70%	-	10,500,000	0%	7,331,225	10,710,081
2960	Economic Development Sales Tax		1,569,082	4,109,700	38%	293,978	3,481,400	8%	1,275,104	17,112,844
2130	Municipal Highway		-	-	0%	-	-	0%	-	-
2110	Gaming		20,002	15,000	133%	-	18,000	0%	20,002	160,882
2XXX	Event Funds		-	-	0%	-	-	0%	-	16,668
2200	Vector Control		111,774	210,000	53%	40,339	100,000	40%	71,435	654,277
2210	Forestry		335,822	674,815	50%	303,369	666,138	46%	32,452	247,711
2230	City Utility		28,832	81,000	36%	-	50,000	0%	28,832	307,592
25XX	Police Special Funds	3	24,547	5,500	446%	101,640	11,850	858%	(77,092)	286,126
2950	Assets Forfeitures		16,987	30,000	57%	776	30,000	3%	16,211	143,858
2980	South Facility Hookup		-	50,000	0%	-	-	0%	-	3,694,308
Total Special Funds			\$ 15,529,355	\$ 31,972,203	49%	\$ 984,531	\$ 36,182,701	3%	\$ 14,544,825	\$ 69,541,662
3000	Total Debt Service		\$ 22,561,110	\$ 20,408,271	111%	\$ 19,901,213	\$ 24,157,135	82%	\$ 2,659,898	\$ 58,124,915
6010	Sanitation		\$ 3,792,740	\$ 7,100,000	53%	\$ 3,357,477	\$ 7,780,975	43%	\$ 435,262	\$ 1,995,130
6020	Water		5,534,531	10,500,000	53%	4,235,921	9,832,542	43%	1,298,610	8,709,475
6025	Sewer		3,762,882	8,102,130	46%	4,009,521	7,699,497	52%	(246,638)	(841,918)
Total Enterprise			13,090,153	25,702,130	51%	11,602,919	25,313,014	46%	1,487,234	\$ 9,862,687
5000	Tree Fund		\$ 10,873	\$ 50,000	22%	\$ 6,840	\$ 50,000	14%	\$ 4,033	573,969
2050	Park Funds/State Aid		549,365	\$ 1,128,681	49%	549,365	1,128,681	49%	-	88,353
8600	Park District Special Assessment		\$ 725,630	\$ 720,242	101%	732,084	720,242	102%	(6,453)	32,725
2141	FM CVB		233,943	383,000	61%	204,705	383,000	53%	29,238	49,289
Total Agency			\$ 1,519,810	\$ 2,281,923	67%	\$ 1,492,993	\$ 2,281,923	65%	\$ 26,817	\$ 744,337
Total All Budgeted Funds			\$ 80,105,528	\$ 123,424,634	65%	\$ 58,046,532	\$ 132,823,429	44%	\$ 22,058,997	\$ 156,776,554



Year To Date As of June 30, 2025

Date Prepared: 7/14/2025

Completed By: Sheila Olson
Approved By: Willy Galindo

Non-Budgeted Funds

	Revenue/Transfers			Expenditure/Transfers			Net	
	Actual	Annual Budget	Variance	Actual	Annual Budget	Variance	Actual	
4000 Construction	\$ 8,864	\$ -	0%	\$ 8,007,295	\$ -	0%	\$ (7,998,431)	\$ (29,823,002)
2170 Clerk of Court Bond Fund	-	-	0%	-	-	0%	-	82,115
2XXX Misc. Special Funds	213,909	655,317	33%	674,899	1,177,706	57%	(460,991)	734,148
7XXX Agency Funds	-	-	0%	-	-	0%	-	218,391
Total Non-Budgeted Funds	\$ 222,772	\$ 655,317	34%	\$ 8,682,194	\$ 1,177,706	737%	\$ (8,459,421)	\$ (28,788,348)
All Funds Combined	\$ 80,328,300	\$ 124,079,951	65%	\$ 66,728,725	\$ 134,001,135	50%	\$ 13,599,575	\$ 127,988,205

Notes to the Financials

1	Majority of property tax revenues received in early part of the year.
2	Expenditure budget amended for Hangar purchase.
3	New police vehicle purchase (\$33k). Transfer of funds from Asset Forfeiture pending.

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Lisa Sankey
2. PHONE NUMBER: 515-5370 DATE: July 16, 2025
3. AGENDA TITLE:
Public Hearing – A24-32 Hope Lutheran Addition, request for approval of
subdivision and zone change from A: Agricultural to R-1A: Single Family Dwellings;
first reading of rezone ordinance
4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
Hold public hearing and approve first reading of the rezone ordinance for the
proposed Hope Lutheran Addition. At their February 11, 2025 meeting, the West
Fargo Planning and Zoning Commission voted to recommend approval of the
proposed subdivision and rezoning on the basis it is consistent with City plans and
ordinances.
5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
Property located in the S½ of Section 31, T139N, R49W, City of West Fargo, North
Dakota
6. ACTION BEING REQUESTED FROM CITY COMMISSION:
Hold public hearing and approve first reading of rezone ordinance for Hope
Lutheran Addition

STAFF REPORT

A24-32 SUBDIVISION/REZONING	
Hope Lutheran Addition	
S½ of Section 31, T139N, R49W, City of West Fargo, North Dakota	
Applicant: Judy Aafedt, Hope Lutheran Church & Brian Pattengale, Houston Engineering Owner: 52 nd Ave Partners LLC	Staff Contact: Lisa Sankey
Planning & Zoning Commission Public Hearing:	12-10-24 & 01-14-25 – Continued; 2-11-25 – Approved
Public Hearing & 1 st Reading:	7-21-25
2 nd Reading & Final Plat Approval	

PURPOSE:

Plat and zone land for a religious institution.

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):	R-1A: Single Family Dwellings
Proposed Lot size(s) or range:	536,044 square feet (12.30 Acres)
Total area size:	12.30 Acres
Adjacent Zoning Districts:	North & West - R-1A: Single Family Dwellings; East – A: Agricultural; South – PUD: Planned Unit Development
Adjacent/Proposed street(s):	9 th Street W (collector); 6 th Street W (Local)
Adjacent Bike/Pedestrian Facilities:	Sidewalks and multi-use path along 9 th Street W; Multi-use path located along the east side of The Wilds development
Available Parks/Trail Facilities:	Park within the Wilds development within ½ mile accessible by multi-use path and sidewalks
Land Dedication Requirements:	Dedication required.

DISCUSSION AND OBSERVATIONS:

- The applicant has submitted an application for subdivision and zoning change from A (Agricultural) to R-1A (Single Family Residential) to accommodate a proposed church facility. Religious institutions are a permitted use within the R-1A: Single Family zoning district.
- The Preliminary Plat includes one lot for a future church site.
- The plat contains a 30-foot trail easement along the south side of the development which provides an opportunity for a future shared use path connection between 9th St W and the unplatted land to the east of the subject property, if needed upon future development of the area to the east. Being the future trail would be a midway public connection to the Park trail system, it was determined by public works, that maintenance would be the City's responsibility.

STAFF REPORT

- The plat also includes a 30-foot utility easement overlapping the trial easement which provides utility connectivity between 9th St W and the unplatted land to the east. The owner may opt to privately install public utilities or request installation of public utilities within the easement area for the purpose of better accommodating their private utility connections. Determination will be forthcoming as to whether public utilities will be installed within 30' easement and if they would be part of a public improvement project. This information will be incorporated into the subdivision agreement prior to final plat approval. The developer is not requesting installation of a trail or public utilities within the easement at this time.
- As part of the subdivision process, public dedication of 10% of the property being platted is a requirement. A letter from the Park District was received noting their preference for cash-in-lieu for land. Public dedication requirements will be detailed within a public dedication agreement to accompany the final plat.
- No additional right-of-way is necessary to accommodate the proposed plat.
- Access control is shown on the plat along 9th Street with openings to line up with the streets to the west. Driveway access from 9th St W into the development will line up with 50th Avenue West and Mulberry Lane to the west along 9th Street West.
- A southbound left turn lane from 9th St W at the intersection of Mulberry Ln is needed to accommodate turning movements into the site during peak traffic periods. Installation of the left turn lane into the development would be a requirement prior to issuance of a certificate of occupancy. These details will be incorporated into the subdivision Development Agreement prior to consideration of final plat approval.
- The northeast corner of the plat sits in proximity to 6th St W, where the applicant has indicated their intent to secure an access easement to connect a driveway to 6th St W at this location, as shown on their draft site plan.
- The applicant held an informational/neighborhood meeting on January 23, 2025 in which the applicant shared an updated site plan and renderings. While many attendees expressed support for the project, some attendees expressed concern regarding traffic through the neighborhood, among other questions relating to such things as drainage and maintenance of the property.
- To date, staff has received several comments from the public. Comments are summarized in the Notices section (below) and written comments are attached to this staff report.
- A potential increase in neighborhood traffic associated with the proposed church seems to be the primary concern raised. In staff's opinion, most traffic will access the church via 9th St W, which is a collector roadway with capacity capable of handling anticipated traffic. Additionally, most activity for a church typically occurs on Sundays and Wednesday evenings, during off-peak hours. While most churches in the City are located in or adjacent to residential neighborhoods, staff is unaware of any existing traffic issues.
- Regarding other concerns raised regarding the church and location, staff notes that religious institutions, such as churches, are permitted by right within single-family zoning districts. The proposed rezoning to R-1A is the same zoning district as adjacent properties to the west and north of the subject property and is consistent with the residential nature of the surrounding neighborhood. While the applicant has provided a draft site plan to illustrate the proposed development, site plan review and approval is outside of the purview of the subdivision and rezoning approval process.

STAFF REPORT

NOTICES:

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

- Several property owners to the south asked for trees and plantings along the south side of the church parking lot for screening between the lot and the Ranch at the Wilds development.
- Other comments received were regarding increased traffic into the neighborhood, as well as the size of the structure within a residential district.
- A comment was also received concerning churches being tax exempt.

UPDATE – February 11, 2025

- At the February 11, 2025 meeting, two individuals spoke regarding the proposed subdivision and rezoning.
 - One individual spoke regarding the church's tax exempt status, who felt the highest and best use for the property would be single family homes.
 - Another individual stated concern with increased traffic during church services and events.
- Based on public comments, the applicants modified the site plan, specifically the parking layout showing additional setbacks and landscaping/trees along the driveways and parking areas to address concerns with vehicle headlights.

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

- Overall, the proposed development is consistent with City plans and ordinances.
- The proposed rezoning to R-1A is consistent with existing zoning of abutting property and the residential nature of the area.
- The proposed subdivision complies with applicable subdivision standards and accommodates opportunity for future trail and public utility connectivity for adjacent undeveloped areas via establishment of easements.
- Parks and Recreation Big Ideas discusses addressing incomplete gaps and the need to provide a continuous and seamless network of trails/paths for residents' enjoyment and transportation needs. A connection from existing facilities to the north and a future multiuse path would facilitate this connection, as would the east/west connection along the south side of the development as shown on the area plan.
- Under Connectivity in the section of Urban is Back, West Fargo 2.0 discusses how in typical communities, "connectivity" means that all streets should be connected to other streets, maximizing the number of routes to and from a destination. By avoiding dead ends and cul-de-sacs and creating an interconnected street network, drivers, cyclists, pedestrians, and emergency services can choose from a number of different options. Greater connectivity allows for traffic to disperse, minimizing congestion by providing multiple ways to get from point A to point B. West Fargo's development patterns in the last couple of decades have reduced the number of interconnected streets, increasing traffic on the few major roads in and out of neighborhoods.

PLANNING AND ZONING COMMISSION ACTION

At their February 11, 2025 meeting, the West Fargo Planning and Zoning Commission voted to approve the Subdivision and Rezoning subject to the following condition:

STAFF REPORT

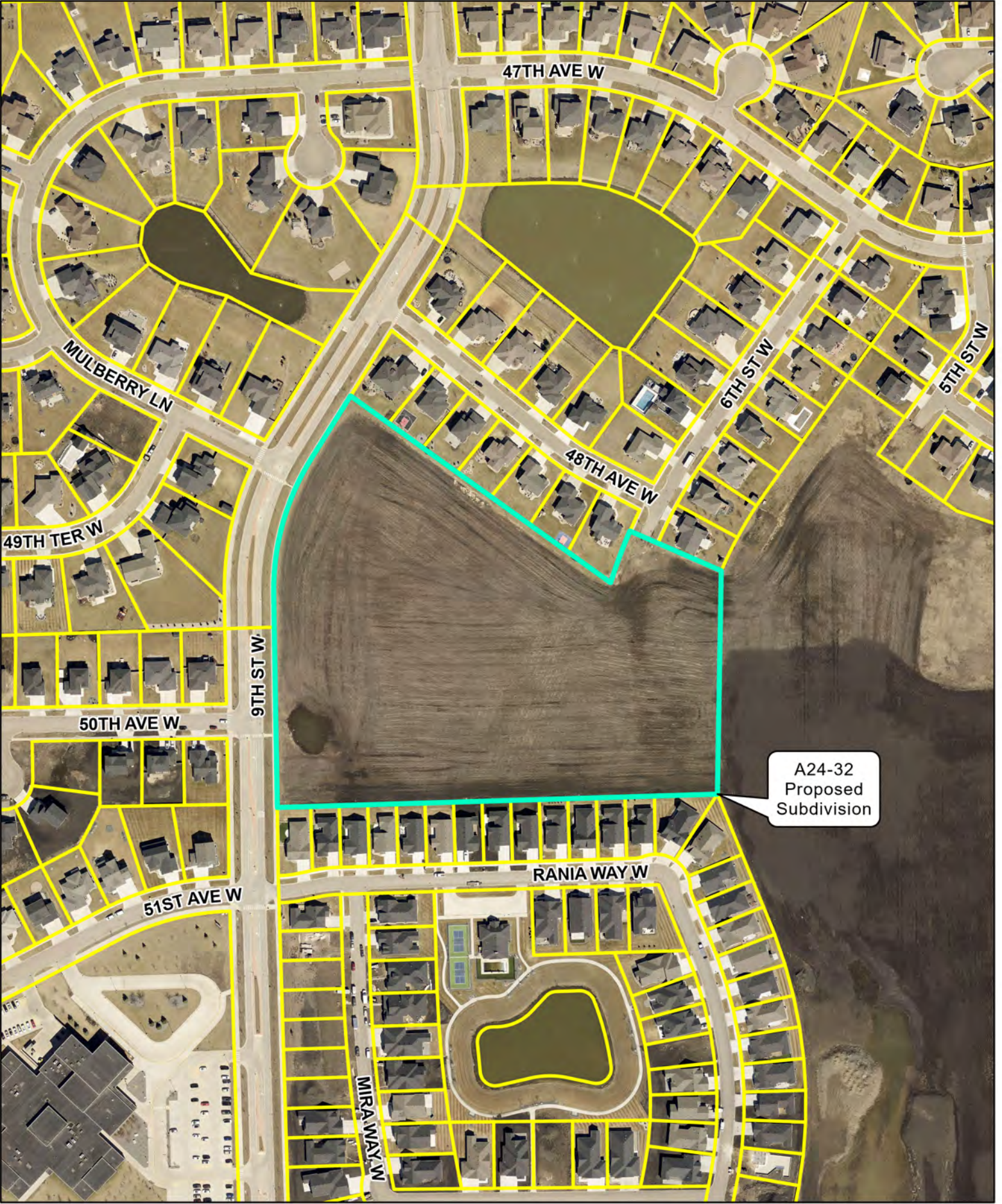
1. The applicant continues to work with staff as to the details of the public land dedication and that a signed Public Dedication Agreement and a signed Subdivision Development Agreement are submitted prior to final plat approval, outlining such details.

RECOMMENDATIONS:

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

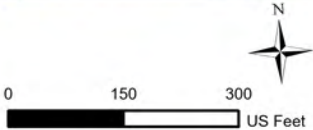
Attachments

1. Aerial map
2. Zoning map
3. Final plat
4. Proposed site plan
5. Area Plan
6. Property owner comments
7. Subdivision Development Agreement
8. Public Dedication Agreement
9. Zoning Ordinance 1260



Features

Agenda Zone Lots





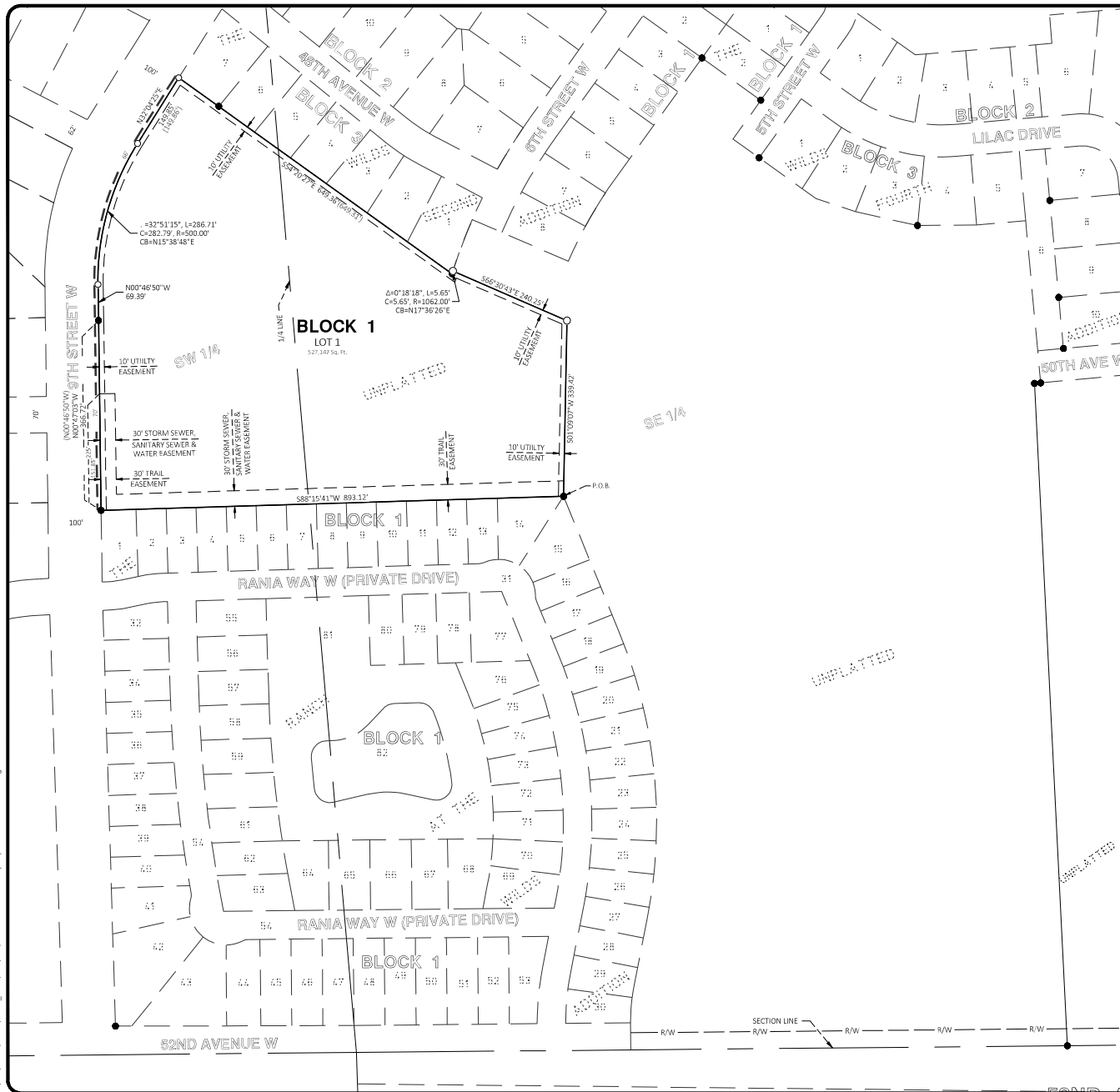
West Fargo Zoning

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



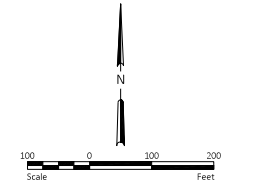
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HA\B\12298\12298-0002\CAD\Bldg_12298-0002 Preliminary Hope Lutheran Addition.dwg



HOPE LUTHERAN ADDITION

BEING A PLAT OF A PORTION OF THE SOUTH HALF
OF SECTION 31, T. 139 N., R. 49 W.
TO THE CITY OF WEST FARGO,
CASS COUNTY, NORTH DAKOTA



LEGEND

IRON MONUMENT FOUND	○
1/2" I.D. PIPE SET	●
MEASURED BEARING	N00°00'00"E
PLAT BEARING	(N00°00'00"E)
MEASURED DISTANCE	100.00'
PLAT DISTANCE	(100.00')
PLAT BOUNDARY	---
EXISTING LOT LINE	---
NEW EASEMENT	---
EXISTING EASEMENT	---
ACCESS CONTROL	---

BEARINGS SHOWN ARE BASED ON THE
WEST FARGO COORDINATE SYSTEM.



Sheet 1 of 2
Project No. 12298-0002

HOPE LUTHERAN ADDITION

BEING A PLAT OF A PORTION OF THE SOUTH HALF
OF SECTION 31, T. 139 N., R. 49 W.
TO THE CITY OF WEST FARGO,
CASS COUNTY, NORTH DAKOTA

OWNERS' CERTIFICATE AND DEDICATION:

KNOW ALL PERSONS BY THESE PRESENTS: That 52nd Ave Partners LLC, a Delaware limited liability company, is the owner and proprietor of that part of the South Half of Section 31, Township 139 North, Range 49 West of the Fifth Principal Meridian, City of West Fargo, Cass County, North Dakota, described as follows:

Beginning at the northeast corner of Lot 14, Block 1, The Ranch at the Wilds Addition, on file at the Cass County Recorder's Office; thence South 88°15'41" West, along the northerly line of Block 1, said The Ranch at the Wilds Addition, for a distance of 893.12 feet to the northwest corner of Lot 1, Block 1, said The Ranch at the Wilds Addition; thence North 00°47'03" West, along the easterly line of 9th Street West, for a distance of 366.72 feet; thence North 00°46'50" West, along the easterly line of said 9th Street West, for a distance of 69.59 feet to a point of tangential curve to the right, radius 500.00 feet; thence northeasterly, along said curve and along the easterly line of said 9th Street West, for a distance of 286.71 feet, central angle 32°51'15"; chord bearing North 15°38'48" East; thence North 32°04'25" East, along the easterly line of said 9th Street West, for a distance of 149.85 feet to the most westerly corner of Lot 7, Block 3, The Wilds Second Addition, on file at said Recorder's Office; thence South 54°20'27" East, along the southwesterly line of Block 3, said The Wilds Second Addition, for a distance of 645.36 feet to the most southerly corner of Lot 1, Block 3, said The Wilds Second Addition; said corner lying on a nontangential curve, concave to the East, radius of 1,062.00 feet; thence northerly, along said curve and along the easterly line of Lot 1, Block 3, said The Wilds Second Addition, for a distance of 5.65 feet, central angle 0°18'18"; chord bearing North 17°36'26" East; thence South 66°30'43" East for a distance of 240.25 feet; thence South 01°09'07" West for a distance of 339.42 feet to the Point of Beginning.

Said tract contains 527,147 square feet, more or less,

And that said party has caused the same to be surveyed and platted as HOPE LUTHERAN ADDITION to the City of West Fargo, Cass County, North Dakota; does hereby dedicate to the City of West Fargo the storm sewer, sanitary sewer, water, and trail easements as shown on this plat; and does hereby dedicate to the public, for public use, the utility easements and the access control easement as shown on this plat,

OWNER:

52nd Ave Partners LLC, a Delaware limited liability company

Signature: _____

Printed Name: _____

Title: _____

State of _____)
County of _____) ss

On this _____ day of _____, 2025, before me, a notary public in and for said

County and State, personally appeared _____
of 52nd Ave Partners LLC, a Delaware limited liability company, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same on behalf of said limited liability company.

Notary Public: _____

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT:

I, Curtis A. Skarphol, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that I am the Professional Land Surveyor who prepared and made the attached plat of HOPE LUTHERAN ADDITION to the City of West Fargo; that said plat is a true and correct representation of the survey thereof; that all distances are correctly shown on said plat; and that the monuments for the guidance of future surveys have been located or placed in the ground as shown.

Dated this _____ day of _____, 20____.

Curtis A. Skarphol
Professional Land Surveyor No. 4723

State of North Dakota)
County of Cass) ss

On this _____ day of _____, 20____, before me personally appeared Curtis A. Skarphol, Professional Land Surveyor, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as his free act and deed.

Notary Public: _____

CITY ENGINEER'S APPROVAL:

Approved by the West Fargo City Engineer this _____ day of _____, 20____.

Jerrold F. Wallace, City Engineer

State of North Dakota)
County of Cass) ss

On this _____ day of _____, 20____, before me personally appeared Jerrold F. Wallace, West Fargo City Engineer, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as City Engineer.

Notary Public: _____

WEST FARGO PLANNING COMMISSION APPROVAL:

Approved by the City of West Fargo Planning Commission this _____ day of _____, 20____.

Eric C. Dodds, Chairman
West Fargo Planning Commission

State of North Dakota)
County of Cass) ss

On this _____ day of _____, 20____, before me personally appeared Eric C. Dodds, Chairman, West Fargo Planning Commission, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same on behalf of the West Fargo Planning Commission.

Notary Public: _____

WEST FARGO CITY ATTORNEY APPROVAL:

I hereby certify that proper evidence of title has been examined by me and I approve the Plat as to form and execution this _____ day of _____, 20____.

Katie J. Schmidt, City Attorney

State of North Dakota)
County of Cass) ss

On this _____ day of _____, 20____, before me personally appeared Katie J. Schmidt, West Fargo City Attorney, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that she executed the same as West Fargo City Attorney.

Notary Public: _____

WEST FARGO CITY COMMISSION APPROVAL:

Approved by the West Fargo City Commission this _____ day of _____, 20____.

Bernie L. Dardis
President of the West Fargo City Commission

Dustin T. Scott
City Auditor

State of North Dakota)
County of Cass) ss

On this _____ day of _____, 20____, before me personally appeared Bernie L. Dardis, President of the West Fargo City Commission; and Dustin T. Scott, City Auditor, City of West Fargo, known to me to be the persons who are described in and who executed the within instrument and acknowledged to me that they executed the same on behalf of the City of West Fargo.

Notary Public: _____



Sheet 2 of 2
Project No. 12298-0002

LOT COVERAGE

551,536 SF LOT
260,590 SF COVERAGE

47.2% COVERAGE
52.8 % GREEN SPACE



1 SITE CONCEPT
SCALE: 1" = 30'-0"

From: [REDACTED]
To: [Lisa A. Sankey](#)
Subject: Hope Church build
Date: Thursday, December 5, 2024 9:20:25 AM

We are very excited to have Hope Church build on the lot to the north of our property. But I would encourage you to ask them to plant trees bordering our fence and along the south side of their parking lot. The design drawing shows a lot of trees on the other sides but not between their parking lot and our Ranch at the Wilds fence line. The original drawing that the church shared showed a row of trees and plantings but this new version does not.

Please share this concern with them.

Thank you,
Claudia Wolsky
806 Rania Way
West Fargo
Sent from my iPhone

From: [REDACTED]
To: [Lisa A. Sankey](#)
Subject: Planned unit development located at S1/2 of section 31, T139N R49W
Date: Friday, December 6, 2024 11:17:03 AM

Hello Lisa,

Unfortunately I am unable to attend the December 10th Planning and Zoning commission meeting. However, I would like to voice my concerns with this proposal. I live at 4767 6th Street W. in West Fargo. My first concern is the excessive influx of traffic that would be caused by this plan. Seeing the plan to have 6th street go directly into the church parking lot will cause an excessive amount of traffic on a small side street that is not capable of handling that amount of traffic. I am also concerned with the cost that will occur for us within the neighborhood. Studies have shown that a church being built within a neighborhood typically causes an increase in taxes. In addition, there is a school just down the street roughly a block to a block and a half away on 9th Street. Even the road in 9th Street does not seem suitable for the amount of traffic the church will receive. This will most likely cause further congestion and traffic issues with no possible solution in the future as the road would not be able to be expanded or changed. Overall, I do not see this plan as being an overall benefit to my family or our neighborhood.

Sincerely,

Chris Teeman

From: [REDACTED]
To: [Lisa A. Sankey](mailto:Lisa.A.Sankey@westfargond.gov)
Subject: Re: Planned unit development located at S1/2 of section 31, T139N R49W
Date: Friday, December 6, 2024 11:42:55 AM

Thank you for the response. I was wondering do you happen to know why or what caused the change from the previous rezoning notice we were given roughly 2 years ago? The previous notice had the church going in off of 52nd and to the East of the Ranch development.

On Fri, Dec 6, 2024 at 11:20 AM Lisa A. Sankey <Lisa.Sankey@westfargond.gov> wrote:

Thank you. I'll include your comments in the record and forward on to the Commissioners. Staff is awaiting additional information from the applicant --- updates to the plat and previously approved area plan showing future right of way connections for streets and multi-use trail connections , park dedication, drainage plan – so this item will be continued until the January 14th meeting. Being we advertised for a public hearing for Tuesday night, we'll open up the hearing for comments and continue it until next month.



Lisa Sankey

Planner, City of West Fargo

2515 6th Street East

West Fargo, ND 58078

(701) 515-5376

Visit our website at:

westfargond.gov

From: christopher teeman [REDACTED]
Sent: Friday, December 6, 2024 11:17 AM
To: Lisa A. Sankey <Lisa.Sankey@westfargond.gov>
Subject: Planned unit development located at S1/2 of section 31, T139N R49W

From: [Lisa A. Sankey](#)
To: [Breanna Siegler](#)
Cc: [Aaron M. Nelson](#)
Subject: FW: Hope Lutheran Addition Meeting Continued
Date: Wednesday, February 5, 2025 8:22:12 AM

Breanna,

Could you please save this as a pdf (Hope Lutheran comments folder under commission meetings). And print a copy for the physical folder. Thank you. I'll forward this to the applicants. Lisa

Lisa Sankey
Planner, City of West Fargo

2515 6th Street East
West Fargo, ND 58078
(701) 515-5376
Visit our website at:
westfargond.gov

From: christopher teeman [REDACTED]
Sent: Tuesday, February 4, 2025 8:28 PM
To: Lisa A. Sankey <Lisa.Sankey@westfargond.gov>
Subject: Re: Hope Lutheran Addition Meeting Continued

Hello,

Thank you so much for the update. I am unsure if I will be able to attend so I am sending this email to voice my thoughts.

I want to start by saying that I am strongly opposed to the church being built in the proposed location. A church of this size, will bring in an excessive amount of traffic to our residential roads that are not designed or capable of handling that amount of traffic. The quality of the roads within this neighborhood are poor with heaving and dips already and the excess traffic will only add additional wear and tear. The flow of traffic with the exits and entrances as they are currently proposed appear to be very inefficient and would funnel traffic directly into the neighborhood via the 6th street access directly into the parking lot. When we moved in one of the selling points was that the future development was planned and would be residential keeping the streets quiet. A church of this size would also bring with it additional risk and safety concerns.

An additional question I had and was unsure of the answer based on the plans I saw from the church. Does the current plan meet the ordinance requirement that states there must be at least 30% green space? Assuming I am interrupting that ordinance correctly. I was not sure with the massive structure and parking lot if it met that requirement.

Thank you.

On Thu, Jan 9, 2025 at 10:03 AM Lisa A. Sankey <Lisa.Sankey@westfargond.gov> wrote:

FYI, the Hope Lutheran Addition Plat and Rezoning will be continued until the February 11th Planning and Zoning Commission meeting as we're awaiting additional information from them. Lisa

Lisa Sankey

Planner, City of West Fargo

2515 6th Street East
West Fargo, ND 58078
(701) 515-5376
Visit our website at:
westfargond.gov

From: [REDACTED]
To: [Lisa A. Sankey](#)
Subject: Request for rezoning
Date: Tuesday, December 10, 2024 3:43:11 PM

Lisa,

We are unable to attend the scheduled meeting today at 5:30pm to discuss the rezoning on the area that will be designated as a church (Hope Lutheran West).

We appreciate the ability to respond via email with a response.

We are good with the zoning request, and in fact are members of Hope Lutheran church south.

We reside at 800 Rania Way W- backing on the proposed parking lot.

It appears from the drawing that the parking lot comes to the fence area of the Ranch of the Wilds behind our home. There is a row of approximately 32 car spaces with no tree barrier to the south.

We would request a tree buffer/barrier between the parking lot and the homes to the south.

The homes to the west of ours on Rania Way W have a tree barrier. There are a number of homes near ours (including ours) that have no tree barrier.

Both the north wind and privacy are concerns.

Thank you,

Russ and Mary Kuzel

800 Rania Way W

The Ranch at the Wilds

From: [REDACTED]
To: [Lisa A. Sankey](#)
Subject: Re: Proposed planned unit development- Hope Lutheran church
Date: Tuesday, December 10, 2024 4:43:22 PM

My apologies 6th st did get a notification.

> On Dec 10, 2024, at 4:37 PM, Kayla H [REDACTED] > wrote:

>

> Good Afternoon Lisa,

> I am delayed on this as I thought I'd be able to be at the meeting tonight but I am no longer to make it. I live in the wilds in West Fargo and was notified about Hope Lutheran church wanting to build in our backyard.

>

> I just have a few questions for this proposal. Is there a reason why 52nd Ave is not a further consideration in this? This is going to bring a significant amount of traffic to quieter residential roads. I am also wondering why the home owners on 6th st weren't alerted as their road will now be an outlet per this proposal. These are quiet roads with many children running/biking/scootering etc.

>

> Can there be a consideration to not have 6th st be an outlet?

>

> Thank you,

> Kayla Bates

From: [REDACTED]
To: [Lisa A. Sankey](#)
Subject: FW: Hope Lutheran | West Campus - West Fargo
Date: Thursday, December 12, 2024 2:54:16 PM

Lisa,

I live at 1039 Mulberry lane in West Fargo. I sent the below email to Paul at Hope Lutheran. I don't believe the church gave ingress/egress to their proposed site much consideration. An entrance/road from 52nd (to the east of the Ranch) would seem to make some logical sense rather than routing all that traffic through the residential areas.

Dave

From: David Perkins
Sent: Friday, October 11, 2024 8:58 AM
To: [REDACTED] >
Subject: West Campus - West Fargo

Hi Paul,

Good morning. I recently received the mailing on the new, West Campus Hope project. I live right across the street on Mulberry and 9th. There are two things that stuck out to me is the lack of ingress/egress to the site and overall safety of those living in the neighborhood. I realize there are 3 access points, but combined, it would likely be wholly inadequate with a significant congregation attendance. Both 9th and 6th Steets are two lane traffic, with a large pedestrian presence (especially on 6th and those cross streets), with traffic routed through streets that aren't capable of handling significant traffic. Hope's situation on the 25th street location has four access points but on roads designed to handle that larger load (and traffic still gets backed up); at least the pedestrian issue is somewhat mitigated at the 25th Street site due to it's larger commercial street (4 lanes on 25th) presence and far fewer homes for the congregation to navigate through to attend church services.

The traffic could be alleviated by adding a 4th access point (or removing one of the 9th

street access points as this is rather redundant) from 52nd/running north/south.

I'm assuming there would be no outside services from a noise standpoint but also wanted to confirm that this too would be a problem moving the church closer to more residential housing. Prairie Heights had a similar issue before the city had them stop outside services.

I do agree this new site lays out better, but without proper access to the new facility, the new site is substantially inferior and a potential concern would be lower attendance than estimated as people likely pick a different location/church. We would plan to vote against this design for these reasons.

Thanks,
Dave

From: [REDACTED]
To: [Lisa A. Sankey](#)
Subject: Re: Hope Lutheran | West Campus - West Fargo
Date: Thursday, January 30, 2025 8:07:49 PM

Lisa,

Has the city, Hope or any involved party involved in this site conducted any kind of traffic study on what this church would bring into the area at their peak operating times?

That proposed north entrance is literally one lane total (not two lanes, one in each direction) in the winter, between snow and cars parked on it. I don't even live on that street and I'm worried about the safety of those on that street with this many vehicles.

That would put most of the stress on 9th which seems inadequate for 400 +/- cars (assuming the stalls in their diagram is what is to be built).

Get [Outlook for iOS](#)

From: Lisa A. Sankey <Lisa.Sankey@westfargond.gov>
Sent: Friday, December 13, 2024 8:35:37 AM
To: David Perkins [REDACTED]
Subject: RE: Hope Lutheran | West Campus - West Fargo

EXTERNAL

Your comments will be entered into the record and forwarded on to the applicants. The reason I believe they are no longer looking at 52nd Avenue W is because the original property owner – Westport – sold a parcel to Hope Lutheran along the east side of Ranch of the Wilds and all the remaining property to the major property owner to the east who does not intend to develop any time soon. They're proposing a land swap to allow for the church development.

Staff is awaiting additional information from the applicant --- updates to the plat and to the previously approved area plan showing future right of way connections for streets and multi-use trail connections, park dedication, drainage plan – so this item will be continued until the January 14th meeting. Being we advertised for a public hearing for Tuesday night, we opened the hearing for comments and continued it until next month.



Lisa Sankey
Planner, City of West Fargo

2515 6th Street East
West Fargo, ND 58078
(701) 515-5376
Visit our website at:
westfargond.gov

From: David Perkins [REDACTED] >
Sent: Thursday, December 12, 2024 2:54 PM
To: Lisa A. Sankey <Lisa.Sankey@westfargond.gov>
Subject: FW: Hope Lutheran | West Campus - West Fargo

Lisa,

I live at 1039 Mulberry lane in West Fargo. I sent the below email to Paul at Hope Lutheran. I don't believe the church gave ingress/egress to their proposed site much consideration. An entrance/road from 52nd (to the east of the Ranch) would seem to make some logical sense rather than routing all that traffic through the residential areas.

Dave

From: David Perkins
Sent: Friday, October 11, 2024 8:58 AM
To: [REDACTED]
Subject: West Campus - West Fargo

Hi Paul,

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streets), with traffic routed through streets that aren't capable of handling significant traffic. Hope's situation on the 25th street location has four access points but on roads designed to handle that larger load (and traffic still gets backed up); at least the pedestrian issue is somewhat mitigated at the 25th Street site due to it's larger commercial street (4 lanes on 25th) presence and far fewer homes for the congregation to navigate through to attend church services.

The traffic could be alleviated by adding a 4th access point (or removing one of the 9th street access points as this is rather redundant) from 52nd/running north/south.

I'm assuming there would be no outside services from a noise standpoint but also wanted to confirm that this too would be a problem moving the church closer to more residential housing. Prairie Heights had a similar issue before the city had them stop outside services.

I do agree this new site lays out better, but without proper access to the new facility, the new site is substantially inferior and a potential concern would be lower attendance than estimated as people likely pick a different location/church. We would plan to vote against this design for these reasons.

Thanks,
Dave

From: [David Perkins](#)
To: [Lisa A. Sankey](#)
Subject: RE: Hope Lutheran | West Campus - West Fargo
Date: Friday, January 31, 2025 9:09:49 AM
Attachments: [image002.png](#)
[image004.png](#)

Thanks Lisa.

I'm not aware of any church in the Fargo Moorhead area located 100% in a residential neighborhood. Can you share what church lots they reviewed?

Also I put this simple table together to demonstrate the size of this project;

<u>Site</u>	<u>Acres</u>	<u>Parking Stalls</u>	<u>Points of egress</u>
Proposed Hope Campus	12.66	456	3
Eide Bailly Fargo HQ	10.35	325	5
Prairie Heights	15.22	410	4
Triumph (Sheyenne)	7.359	218	2
Hope South Campus	11.25	339 (S)	4
		200 (N)	

From: [REDACTED]
To: [Lisa A. Sankey](#); [REDACTED]
Cc: [REDACTED]
Subject: New church
Date: Friday, December 13, 2024 6:08:00 PM

Hello Lisa,

This email is in response to Russ and Mary Kuzel's comments. We live across the street from the Kuzel's at 801 Rania Way. Our concerns mimic theirs. We are concerned about the north/northwest wind that whips into the front and side of our house. We deal with major snow drifts but currently the field provides some protection for us. Our other concern is having the parking lot so close to our neighborhood and fence. We all need to protect our resale values and my fear is a close parking lot will hinder the values, not to mention impede our view. We also need to consider the increased traffic on 9th street which seems to be the main entrance. During the construction of the round-about on 52nd street the traffic on 9th was almost unbearable. Liberty elementary school is across from us and many kids walk home to and from school. I know the traffic to the church will primarily be Sundays and Wednesdays but this is also something to take into consideration.

My hopes for the land was to be for larger, single family homes which would have green space (yards) that would back up to our neighborhood. If the land, however, must be lotted for a church, a tree line would be requested along with moving the parking lot farther to the north.

Thank you and please reach out with any questions.

Patrick & Rhonda Grenyo

From: [REDACTED]
To: [Lisa A. Sankey](#)
Subject: Proposed PUD - Rezoning off of 9th St W.
Date: Monday, December 23, 2024 8:31:11 AM
Attachments: [image001.png](#)

Good Morning Lisa,

I am writing in response to the notice regarding the rezoning proposal for the church development off of 9th Street in West Fargo. My residence is at 4742 6th St W, which is the road that the current development has platted as an egress street from the church parking lot.

I do oppose the rezoning and struggle with the fact that this is even being considered by the City of West Fargo. This situation seems very forced, putting a large commercial building in the middle of a neighborhood that does not have the infrastructure to support it. This neighborhood has a master plan, that supported additional single-family housing within the subject matter area. While I understand that things may change in direction, this proposal seems to change that original development plan to an extreme measure, and this plan is what many residents were expecting when they purchased a home within the neighborhood, and this neighborhood is still relatively new. A church of this size, with over 400 parking spaces just does not makes sense. I would expect a building like this to be directly located off a main thoroughfare, such as Sheyenne St, 52nd Ave, etc.

With the amount of increased traffic, this undermines the safety of children within the area. I assimilate this planned project as no different than putting up a high traffic shopping area within a residential area.

I'm sure the church is getting a "deal" with this land, and I can support the mission of the church, but this seems very erratic and illogical.

Thank you for taking my comments.



Ryan Downs

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

From: [REDACTED]
To: [Lisa A. Sankey](#)
Subject: Hope Luther Church West
Date: Wednesday, January 15, 2025 11:40:32 AM

Hi Lisa

Our name is
Greg & Cindy Thrall
830 Rania Way W
West Fargo, ND 58078

Email address
[REDACTED]

We do not support this new proposal of the parking lot for the church!!

The back of our house is on the fence south side of the church property (our home is on the other side of the fence)

As tax payers and citizens of the Ranch in the Wilds and City of West Fargo ,this is ridiculous proposal.

How would anyone from the planning and zoning would even consider such a ridiculous idea.

Our home, master bedroom would be about 25' from the fence, we do not want to staring at parked cars out our bedroom window, and or our patio we could see vehicles, noise pollution. Who will repair the fence when a vehicle hits the fence (Plastic) what about snow piling up, extra runoff and water puddling, mosquitoes & fly's heaven.

What about our value of our home, if we ever sell our home this would be a deterrent for new owners. What guarantee will we have if we sell and get a fair return on our investment!

We need a buffer zone with grass and trees!

Sent from my iPhone

Thanks, Greg



Contact Us - Planning & Zoning

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

Question / Comment *

I purchased a home in the Wilds, subdivision, The Ranch, this past July. I was aware of the "chance" I was taking when I made the decision to purchase my 836 Rania Way W residence. However, as a former Fargo homeowner, I appreciated the way West Fargo developed its neighborhoods. I was pleased to see Hope Lutheran was to be our neighbor and was supportive of the original plan as first presented to us. However, the redrawn map is concerning when you see the area next to The Ranch development has the row of trees as a buffer next to the fence being replaced with another row of parking. I encourage you to be respectful of our property and reinstate the row of trees as originally presented. Thank you for your consideration of this request.

Claudia Anderson

First Name *

Claudia B

Last Name *

Anderson

Phone Number

[REDACTED]

Email Address *

[REDACTED]

☐ Receive an email copy of this form.

From: [REDACTED]
To: [Lisa A. Sankey](#)
Subject: Concerning change in zoning for Hope Lutheran church
Date: Tuesday, January 28, 2025 3:25:39 PM

I own a home in the Ranch at the Wilds directly south of this parcel of land . I have no objection to the zoning change and the church being built, but would like to see a grassy area and trees planted in the south setback area and along 9th St. West at a minimum and preferably on all four sides of the parcel. Thanks for considering the interests of the homeowners abutting this land!

Donovan Jundt
736 Rania Way W.
West Fargo, ND

From: [REDACTED]
To: [Lisa A. Sankey](#)
Subject: Hope Lutheran West zoning
Date: Tuesday, February 11, 2025 8:44:44 AM

Hello Lisa,

I am a life long West Fargo resident, and although I have loved seeing this community grow with so many wonderful additions and opportunities for families, I do not feel putting a church directly in the middle of a quiet residential neighborhood is the best location. This is especially true considering that the main entrance/exit is planned to be via 6th Street W. I have lived on this same street for 11 years and it is filled with kids playing and riding bikes during the warmer months. The increased traffic is concerning for these younger families who live here. We built our forever family home here because of the quieter location and adding a church whose main arrival route is directly in front of our house, is not ideal or well planned out on the city's part. Not to mention that our streets (in particular 6th Street W and 47th Avenue West) are poorly kept and have needed construction and fixing for a long time. The increased traffic that building this church would bring would worsen the conditions of these roads even more. These side, quiet, and safe residential streets are simply not equipped to handle the kind of traffic a church, or any other business for that matter, would bring to this area. There has got to be a better solution for this. Please consider this when zoning meets to discuss this issue further. Thank you for your time.

Regards,
Courtenay Misheski

Sent from my iPhone

From: [REDACTED]
To: [Lisa Sankey](#)
Cc: [REDACTED]
Subject: Hope Lutheran - West Campus
Date: Monday, February 17, 2025 3:43:28 PM

Hi Lisa,

First, I would like to note how dissapointed I am in the cities poor communication to neighbors about this update. I have emailed several times asking and the plan has changed so many times over the years it's been near impossible to track when we would finally see a plan and be able to voice our concerns. Second, I see this was already at the zoning commission meetings, has the proposal passed?

If not, I would like to strongly express my opposition to the plan as is. This size church should never have an inlet/outlet directly into a residential neighborhood such as is planned for 6th st. We purchased here over 10 years ago due in part to the plan having 6ths street never be a through street and also leading only to single family homes. This plan for 400+ parking spaces is far too large for the area and should never even be considered within the neighborhood. Please look to move this into a main street such as 52nd or Cheyenne.

Thanks,

Joel Morris
4735 6th St W

Contact a City Commissioner - Bernie Dardis

02/28/2025 2:30 PM (CST)

Contact a City Commissioner - Bernie Dardis

First Name	Mark
Last Name	Lande
Address	720 48th Avenue West
City	WEST FARGO
State	ND
Zip Code	58078
Phone Number	
Email Address	
Message	Mayor Bernie Dardis, I'm writing to express my opposition to Hope Lutheran Church's plan for a large church south of 48th Avenue West and east of 9th Street West with a parking lot for 456 cars. I don't believe the residential road access to the proposed church is able to handle the volume of traffic that will occur for church services and other community events planned for this large church. My primary objection deals with the 6th Street exit from the parking lot which leads to a long transport from the church parking lot through quiet residential streets before the traffic can make its way to a large arterial road. This is a quiet neighborhood with many children playing or walking to school, walkers and bike riders. Also, it appears there is not much of a buffer zone for the house backyards on 48th Avenue West adjacent to (north side of Hope's proposed facility) the proposed parking lot. Many homeowners in The Wilds have built homes here because of the beautiful neighborhood and large residential lots. It seems that the traffic pressure on inadequate egress streets from 400 cars exiting the large parking lot at peak times would not be a prudent. I hope other alternatives can be developed. Mark Lande

From: [Aaron M. Nelson](#)
To: [Lisa Sankey](#)
Subject: FW: New Submission - Contact A Commissioner Form
Date: Friday, February 28, 2025 4:34:35 PM
Attachments: [cityofwest_fargo_logo_color_tagline\(1\)_851cae89-a359-4801-84fa-f0d33348df41.png](#)
[cityofwest_fargo_logo_color_tagline\(1\)_7c69c259-ce93-4b19-a319-1d781c1505fd.png](#)

Lisa,

Please see public comment forwarded from Commissioner Zundel, below.

Aaron M. Nelson , AICP
Director of Planning and Zoning, City of West Fargo



Phone: 701-515-5373
Aaron.Nelson@westfargond.gov
2515 6th Street E, West Fargo, ND, 58078
Visit us online: westfargond.gov

From: Amy Zundel <amy.zundel@westfargond.gov>
Sent: Wednesday, February 26, 2025 2:25 PM
To: Daniel Hanson <Daniel.Hanson@westfargond.gov>; Aaron M. Nelson <Aaron.Nelson@westfargond.gov>
Subject: Fw: New Submission - Contact A Commissioner Form

Amy Zundel
Commissioner, City of West Fargo



Office: [701-515-5000](tel:701-515-5000) | Mobile: [701-831-7272](tel:701-831-7272)
amy.zundel@westfargond.gov
2515 6th Street E, West Fargo, ND 58078
Visit us online: westfargond.gov

From: Amy Zundel <amy.zundel@westfargond.gov>
Sent: Wednesday, February 26, 2025 2:24 PM
To: [REDACTED] >
Subject: Re: New Submission - Contact A Commissioner Form

Joel,

Thank you for reaching out and sharing your concerns. I had not thought about some of the information you included. I appreciate that you took the time to reach out.

Best,

Amy Zundel

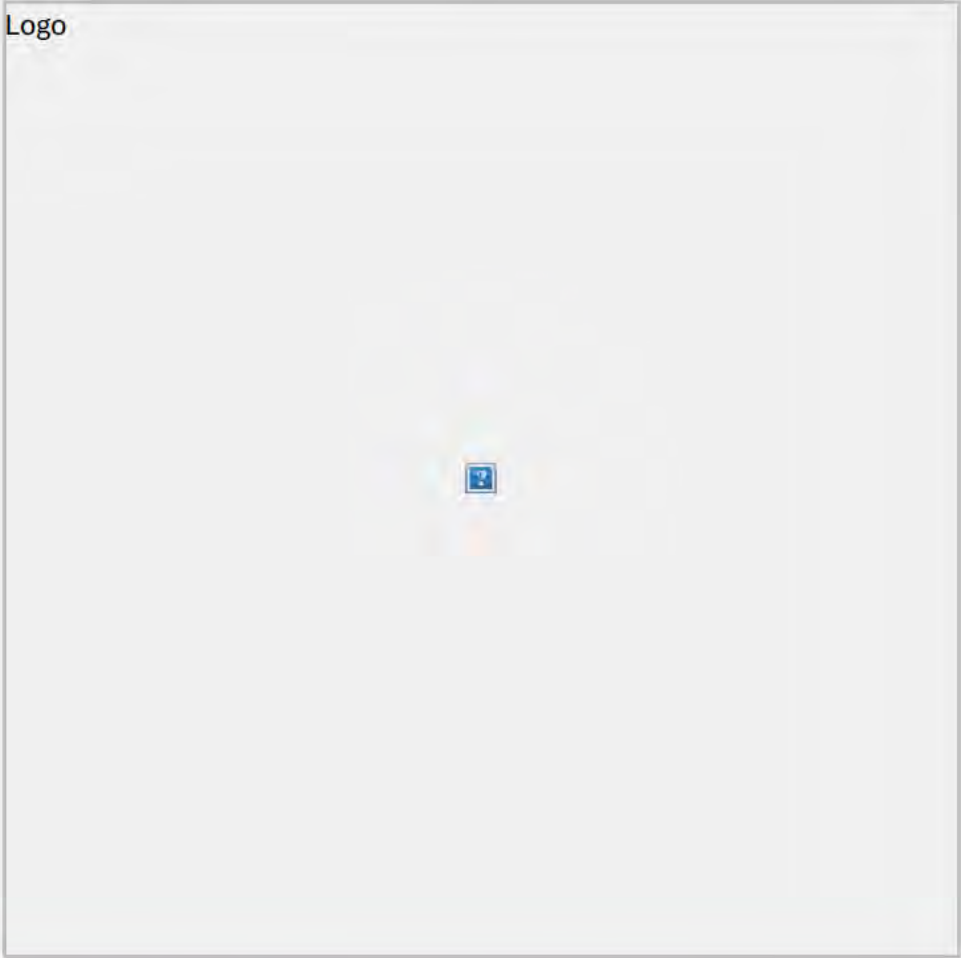
From: CivicOptimize Productivity <noreply@civicplus.com>

Sent: Thursday, February 20, 2025 4:07 PM

To: Amy Zundel <amy.zundel@westfargond.gov>

Subject: New Submission - Contact A Commissioner Form

Logo



Contact a City Commissioner - Amy Zundel

Submission Time: 02/20/2025 4:07 PM (CST)

Joel Morris

4735 6th St W

West Fargo North Dakota 58078

 7013614353

MESSAGE:

Dear Commissioner Zundel, I am writing to express my concerns regarding the zoning proposal A24-32, which involves the potential addition of Hope Lutheran Church to the Wilds Addition in south West Fargo. My wife and I have been proud residents of this neighborhood since 2013, having carefully selected our property at 4735 6th St S in 2012. We were drawn to this area by the city's development plan for single-family homes, the spacious lots, and the sense of community. A significant factor in our decision was the understanding that 6th Street would not become a through street, as 47th and 48th Avenues were designated as the connectors only, and 9th Street was not expected to be a major thoroughfare. Over a year ago, we became aware of a potential church development in the area. Initially, it seemed that the church would be located off 52nd Avenue, on the east side of the Ranch, which, while not ideal, felt somewhat manageable given the more isolated location and proximity to a major road. At the time, we believed there would be adequate separation between the church and our neighborhood as well as the Ranch. Particularly with the community fence that separates the Ranch from the development site. However, I was alarmed to learn that the plan has changed. The church is now proposed to be located directly off 9th Street, just north of the Ranch, which would place it directly adjacent to homes on 48th Avenue, including ours. Furthermore, this is not a small church; its parking lot alone is designed to accommodate over 450 vehicles. The church is also positioned to face 9th Street, with the parking lot situated behind the building. This configuration would create two entrances and exits onto 9th Street, as well as a direct exit onto 6th Street. Given these new details, I strongly urge the Commission to reject the request for rezoning. The proposed church is far too large for this residential area. The addition of such a large institution, especially with its extensive parking and high volume of traffic, would be disruptive to our community. It is unrealistic to expect residential streets to handle the constant flow of vehicles associated with such a large facility, particularly when it will result in significant traffic on 6th Street. As we all know, 9th Street southbound already has a stop sign and a potential future roundabout, which will cause significant congestion, funneling most of the churchgoers toward 6th Street, directly impacting our neighborhood and even our front yards. It's also important to recognize that church activities are not limited to Sundays. There are weekday services, weddings, funerals, holidays, and other events that will cause a constant flow of traffic throughout the week, exacerbating the strain on our residential streets. After careful consideration of the proposed plan and its potential impact on our neighborhood, I respectfully request that you reject this rezoning proposal. This development is simply too large and disruptive for our community, and it would significantly alter the peaceful and residential character of our area. Thank you for your time and consideration. I trust that you will make the best decision for the long-

**term well-being of our neighborhood. Sincerely, Joel Morris 4735 6th St W West
Fargo, ND**

Please find a PDF of submission details attached to this email.

Contact a City Commissioner - Amy Zundel

02/28/2025 2:36 PM (CST)

Contact a City Commissioner - Amy Zundel

First Name	Mark
Last Name	Lande
Address	720 48th Avenue West
City	WEST FARGO
State	ND
Zip Code	58078
Phone Number	
Email Address	
Message	Commissioner Amy Zundel, I'm writing to express my opposition to Hope Lutheran Church's plan for a large church south of 48th Avenue West and east of 9th Street West with a parking lot for 456 cars. I don't believe the residential road access to the proposed church is able to handle the volume of traffic that will occur for church services and other community events planned for this large church. My primary objection deals with the 6th Street exit from the parking lot which leads to a long transport from the church parking lot through quiet residential streets before the traffic can make its way to a large arterial road. This is a quiet neighborhood with many children playing or walking to school, walkers and bike riders. Also, it appears there is not much of a buffer zone for the house backyards on 48th Avenue West adjacent to (north side of Hope's proposed facility) the proposed parking lot. Many homeowners in The Wilds have built homes here because of the beautiful neighborhood and large residential lots. It seems that the traffic pressure on inadequate egress streets from 400 cars exiting the large parking lot at peak times would not be a prudent. I hope other alternatives can be developed. Mark Lande

Contact a City Commissioner - Bernie Dardis

03/05/2025 6:01 PM (CST)

Contact a City Commissioner - Bernie Dardis

First Name	rachelle
Last Name	lundell
Address	4718 6th st w
City	West Fargo
State	North Dakota
Zip Code	58078
Phone Number	
Email Address	

Message Request to REJECT Zoning Proposal A24-32 Hope Lutheran Addition

Dear Commissioner,

I am writing to express my strong opposition regarding zoning proposal A24-32, which includes the potential addition of Hope Lutheran Church to the Wilds Addition in South West Fargo. My understanding was that this church addition was originally planned for a location off 52nd Avenue, a road capable of handling increased traffic.

My family and I built our home on 6th Street over nine years ago after careful consideration of the lot's location. We thoroughly researched future development plans for the land south of us, which were documented as additional residential dwellings and a pond addition. I was provided a copy of the future master plan from Property Resources Group when we purchased our lot. One key factor in our decision was knowing that 6th Street would not be a through street to 52nd Avenue, but rather a quiet residential road serving only a handful of homes, with other roads cross sectioning. We intentionally chose this lot for its low traffic, peaceful environment, and safety for raising a family.

I was extremely disappointed to learn that the long-range master plan had been significantly altered. The revised plan would turn our front yard into a heavily trafficked road, a stark contrast to what was initially planned. This change feels misleading to those of us who purchased property in the Wilds based on previous development discussions. Had we known then what we know now, we would not have chosen this location for our home.

In reviewing prior meeting minutes, it was mentioned that "most people will use 9th Street" for access. However, traffic coming from the north and east will logically use Sheyenne, cutting across 47th and 6th Street directly to the parking lot. Those drivers are unlikely to take a longer, circuitous route. It would be helpful if the city could provide data on where churchgoers primarily reside, as this would clarify the anticipated traffic patterns. Additionally, it was stated that traffic would be "heavy only on Sundays." As a lifelong churchgoer, I know firsthand that churches host events

every day of the week, not just on Sundays. Weddings, funerals, community gatherings, social events, religious programs, faith formation classes for children, charity events, craft fairs, and many other events will contribute to significant and regular traffic increases.

I urge you to put yourselves in the shoes of 6th Street residents. Imagine investing in a \$750,000 home in a quiet, family-oriented neighborhood—where children freely run and bike safely—only to be told that your front yard will now serve as a straight access point to a 456-car parking lot, fundamentally altering the safety, noise level and character of the area.

Furthermore, the city did not design our streets to accommodate commercial-level traffic. The roads in the Wilds are narrow, making it difficult for two vehicles to pass when cars are parked on the street. In fact when cars are parked on opposite sides, it's a tight squeeze for one driving lane. If the city truly believes that most traffic will use 9th Street, then closing 6th Street as an access point to the church should not be an issue. If an additional access point is necessary, 52nd Avenue—designed for higher traffic volumes—should be considered instead. Another potential route would be to finish 5th st all the way to 52nd ave, as was originally designed on the master plan.

I respectfully request that you reconsider this proposal to preserve the safety and integrity of our neighborhood, and close off 6th street access to the parking lot and design another route that can handle the increase of traffic.

Thank you for your time,

The Lundell's

From: [Aaron M. Nelson](#)
To: [Lisa Sankey](#)
Subject: FW: Opposition to Church Development in Residential Neighborhood
Date: Monday, March 10, 2025 8:55:39 AM
Attachments:

Lisa,

Please see additional public comment from Bernie, below.

Thanks,

Aaron M. Nelson , AICP
Director of Planning and Zoning, City of West Fargo



Phone: 701-515-5373
Aaron.Nelson@westfargond.gov
2515 6th Street E, West Fargo, ND, 58078
Visit us online: westfargond.gov

From: Bernie Dardis <Bernie.Dardis@westfargond.gov>
Sent: Sunday, March 9, 2025 6:14 PM
To: Dustin T. Scott <Dustin.Scott@westfargond.gov>; Aaron M. Nelson <Aaron.Nelson@westfargond.gov>; Daniel Hanson <Daniel.Hanson@westfargond.gov>
Subject: Fwd: Opposition to Church Development in Residential Neighborhood

Bernie Dardis
Mayor, City of West Fargo



Office: [701-515-5054](tel:701-515-5054) | Mobile: [701-367-2784](tel:701-367-2784)
Bernie.Dardis@westfargond.gov
2515 6th Street E, West Fargo, ND 58078
Visit us online: westfargond.gov

From: Ryan Downs [REDACTED] >
Sent: Sunday, March 9, 2025 3:14 PM
To: Bernie Dardis <Bernie.Dardis@westfargond.gov>
Subject: Opposition to Church Development in Residential Neighborhood

Mr. Dardis,

I am writing to express my concern about the Hope Lutheran Church proposal in the residential development in West Fargo. I live on 6th Street, which according to the plan documents is

expected to be an outlet for the parking lot. I am very taken back that this development, in the heart of a residential neighborhood, is even being considered. Consider too, that the church's current location is in a commercial area off Veterans Blvd., a main street that can accommodate mass traffic flow.

There are many young kids in the neighborhood, including my own, who cross the street and play along the sidewalk. We have lived in this neighborhood since 2017, when we moved to West Fargo. The initial development plans and zoning were a significant part in our selection, never expecting that a large commercial type building would be constructed less than 500 feet from our home. Can you imagine several church services, weddings, and funerals where hundreds of cars exit at once down two-lane streets and side streets (like mine) where cars are parked on the side of the road and kids are accustomed to playing throughout the neighborhood? Now, can you imagine the same off 52nd avenue, 40th avenue or Veterans Blvd? Those are better options, and those make much more sense. That's where you will find most of the churches in our city, which are off main thoroughfares.

What is convenient for the developers and the church cannot come at the cost of the many residents who surround this parcel. I would expect that the church can find a much better location by selling the land and building on a parcel that isn't surrounded by single-family homes and on streets that are much too small to handle large volumes of traffic. This current situation just doesn't make sense and is highly illogical.

I encourage you to consider these comments and vote against this proposal.

Respectfully submitted,

Ryan Downs

From: [Aaron M. Nelson](#)
To: [Lisa Sankey](#)
Subject: FW: Opposition to Church Development in WF Residential Area
Date: Tuesday, March 11, 2025 1:40:39 PM
Attachments:

Lisa,

Please see public comment regarding Hope Lutheran Addition forwarded from Commissioner Zundel.

Thanks,

Aaron M. Nelson , AICP
Director of Planning and Zoning, City of West Fargo



Phone: 701-515-5373
Aaron.Nelson@westfargond.gov
2515 6th Street E, West Fargo, ND, 58078
Visit us online: westfargond.gov

From: Amy Zundel <amy.zundel@westfargond.gov>
Sent: Tuesday, March 11, 2025 1:16 PM
To: Ryan Downs <[REDACTED]>; Aaron M. Nelson <Aaron.Nelson@westfargond.gov>
Subject: Re: Opposition to Church Development in WF Residential Area

Ryan,

Thank you for your feedback and reaching out!

I appreciate your logic and tend to agree with you.

Best,
Amy Zundel

Amy Zundel
Commissioner, City of West Fargo



Office: [701-515-5000](tel:701-515-5000) | Mobile: [701-831-7272](tel:701-831-7272)
amy.zundel@westfargond.gov
2515 6th Street E, West Fargo, ND 58078
Visit us online: westfargond.gov

From: Ryan Downs <[REDACTED]>
Sent: Sunday, March 9, 2025 3:08:00 PM

To: Amy Zundel <amy.zundel@westfargond.gov>

Subject: Opposition to Church Development in WF Residential Area

Ms. Zundel,

I am writing to express my concern about the Hope Lutheran Church proposal in the residential development in West Fargo. I live on 6th Street, which according to the plan documents is expected to be an outlet for the parking lot. I am very taken back that this development, in the heart of a residential neighborhood, is even being considered. Consider too, that the church's current location is in a commercial area off Veterans Blvd., a main street that can accommodate mass traffic flow.

There are many young kids in the neighborhood, including my own, who cross the street and play along the sidewalk. We have lived in this neighborhood since 2017, when we moved to West Fargo. The initial development plans and zoning were a significant part in our selection, never expecting that a large commercial type building would be constructed less than 500 feet from our home. Can you imagine several church services, weddings, and funerals where hundreds of cars exit at once down two-lane streets and side streets (like mine) where cars are parked on the side of the road and kids are accustomed to playing throughout the neighborhood? Now, can you imagine the same off 52nd avenue, 40th avenue or Veterans Blvd? Those are better options, and those make much more sense. That's where you will find most of the churches in our city, which are off main thoroughfares.

What is convenient for the developers and the church cannot come at the cost of the many residents who surround this parcel. I would expect that the church can find a much better location by selling the land and building on a parcel that isn't surrounded by single-family homes and on streets that are much too small to handle large volumes of traffic. This current situation just doesn't make sense and is highly illogical.

I encourage you to consider these comments and vote against this proposal.

Respectfully submitted,

Ryan Downs

Contact a City Commissioner - Amy Zundel

07/20/2025 6:17 PM (CDT)

Contact a City Commissioner - Amy Zundel

First Name	Claudia
Last Name	Wolsky
Address	806 Rania Way W
City	West Fargo
State	ND
Zip Code	58078
Phone Number	
Email Address	
Message	I'm writing in favor of the Hope Lutheran church proposal. I live in The Ranch at the Wilds. My home backs up to the proposed parking lot. My only concern is that there be a tree line as a buffer between the parking lot and the Ranch fence. In the 1st drawing there was but it was missing from the 2nd. Otherwise I'm very much looking forward to this being built soon. Thank you!

Contact a City Commissioner - Amy Zundel

07/20/2025 5:36 PM (CDT)

Contact a City Commissioner - Amy Zundel

First Name	Marti
Last Name	Kaiser
Address	729 48th Ave W
City	West Fargo
State	ND
Zip Code	58078
Phone Number	
Email Address	
Message	Hello Commissioner Zundel, This is in regards to proposed entrances for Hope Lutheran. We do not believe there should be an entrance on 6th Street as this is a quiet residential area with kids playing outside and riding bikes in the street. Increased traffic would pose a serious safety risk. Sincerely, Greg and Marti Kaiser

Contact - Planning & Zoning

07/20/2025 5:30 PM (CDT)

Contact - Planning & Zoning Department

First Name	Marti & Greg
Last Name	Kaiser
Address	729 48th Ave W
City	West Fargo
State	ND
Zip Code	58078
Phone Number	
Email Address	
Message	This is in regards to proposed entrances for Hope Lutheran. We do not believe there should be an entrance on 6th Street as this is a quiet residential area with kids playing outside and riding bikes in the street. Increased traffic would pose a serious safety risk.

From: [Aaron M. Nelson](#)
To: [Lisa Sankey](#)
Subject: FW: Hope Lutheran | West Campus - West Fargo
Date: Monday, July 21, 2025 1:29:29 PM
Attachments: [image002.png](#)
[image003.png](#)
[cowflogo_848ea007-1529-4dde-9467-c33717f5384c.png](#)
[cowflogo_a7216587-5247-4e10-84fd-1b43ada38b58.png](#)

Lisa,

Here is an additional comment regarding Hope Lutheran Addition.

Aaron M. Nelson , AICP
Director of Planning and Zoning, City of West Fargo



Phone: 701-515-5373
Aaron.Nelson@westfargond.gov
2515 6th Street E, West Fargo, ND, 58078
Visit us online: westfargond.gov

From: Bernie Dardis <Bernie.Dardis@westfargond.gov>
Sent: Monday, July 21, 2025 12:31 PM
To: Aaron M. Nelson <Aaron.Nelson@westfargond.gov>
Subject: Fw: Hope Lutheran | West Campus - West Fargo

Bernie Dardis
Mayor, City of West Fargo



Office: [701-515-5054](tel:701-515-5054) | Mobile: [701-715-8343](tel:701-715-8343)
Bernie.Dardis@westfargond.gov
2515 6th Street E, West Fargo, ND 58078
Visit us online: westfargond.gov

From: David Perkins [REDACTED]
Sent: Monday, July 21, 2025 10:36 AM
To: rorj.jorgensen@westfargond.gov <rorj.jorgensen@westfargond.gov>; Roben Anderson <Roben.Anderson@westfargond.gov>; Amy Zundel <amy.zundel@westfargond.gov>; Roben Anderson <Roben.Anderson@westfargond.gov>; Bernie Dardis <Bernie.Dardis@westfargond.gov>; Brad Olson <Brad.Olson@westfargond.gov>
Subject: FW: Hope Lutheran | West Campus - West Fargo

Dear Commissioners / Mayor,

I live at 1039 Mulberry Lane, directly west of the proposed site Hope Lutheran is considering moving their west campus location. I'm writing to express my opposition to allow this proposal to proceed primarily due to the lack of street/infrastructure to support a facility such as this one. The proposed ingress/egress onto two lane roads into narrow residential neighborhoods are incapable of handling the amount of traffic something like this venue would bring into the neighborhood. Particularly during the winter months, the proposed north entrance gets down to a single lane (see attached photo I took on January 31 of the proposed north egress/ingress out of the proposed site and this was a winter we had very little snow). I compiled a series of other large locations with significantly sized parking lots (in my email to Lisa Sankey below); most of these are located on 4 lanes of traffic, includes stop lights and other means of pedestrian safety measures introduced to accommodate the amount of vehicular traffic. It would be interesting to see what a traffic simulation of a full congregation leaving the site, Legacy Elementary dismissing school and residents in this area coming home would look like on these narrow, two-lane roads. To my knowledge, no large facility in the metro has this limited infrastructure as this site has available to it in its proposed form. Keep in mind the city has already looked into adding a round about to handle the existing traffic on 9th and 52nd. I was surprised to see this proposal made it past the zoning group.

If the primary entrance would come off 52nd along the east side of The Ranch and/or from Sheyenne Street (perhaps after one or both were widened to 4 lanes of traffic, it would seem better suited to handle the amounts of traffic to these sites) with those two thoroughfares potential having the capacity to handle traffic once widened. IF that happened, it would only then be comparable to some of the sites/parking listed below.

For these reasons, I am not in favor of the proposed change of use/zoning/ownership.

Thank you,
Dave



PS, For what it's worth, I am member of the Hope Lutheran Congregation, too. :)

From: David Perkins
Sent: Friday, January 31, 2025 9:10 AM
To: Lisa A. Sankey <Lisa.Sankey@westfargond.gov>
Subject: RE: Hope Lutheran | West Campus - West Fargo

Thanks Lisa.

I'm not aware of any church in the Fargo Moorhead area located 100% in a residential neighborhood. Can you share what church lots they reviewed?

Also I put this simple table together to demonstrate the size of this project;

<u>Site</u>	<u>Acres</u>	<u>Parking Stalls</u>	<u>Points of egress</u>
Proposed Hope Campus	12.66	456	3
Eide Bailly Fargo HQ	10.35	325	5
Prairie Heights	15.22	410	4
Triumph (Sheyenne)	7.359	218	2
Hope South Campus	11.25	339 (S) 200 (N)	4

From: Lisa A. Sankey <Lisa.Sankey@westfargond.gov>
Sent: Friday, January 31, 2025 8:20 AM
To: David Perkins [REDACTED]
Subject: RE: Hope Lutheran | West Campus - West Fargo

EXTERNAL

Based on comments, we had asked a similar question. City Engineering indicated that their expectation is that the majority of the traffic will be accessing the church via 9th St W with little traffic utilizing 6th St W. They have looked at other churches in town that have similar access, as well as access to local streets and have not received complaints from abutting neighborhoods for excessive traffic caused by these.

City Engineering has been involved in meetings with the applicants and there are plans to add access control along 9th Street West with openings to line up with 51st Avenue and Mulberry Ln to the West and an additional left turn lane at the north access along 9th Street West. We've also requested an updated area plan showing future connections to the east and south, should those areas develop.

I will forward your questions and comments on to our City Engineer.

Lisa Sankey
Planner, City of West Fargo

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style='position:absolute;margin-left:5.25pt;margin-

2515 6th Street East
West Fargo, ND 58078
(701) 515-5376
Visit our website at:
westfargond.gov

top:0;width:1in;height:1in;z-index:251660288;visibility:visible;mso-wrap-style:square;mso-width-percent:0;mso-height-percent:0;mso-wrap-distance-left:9pt;mso-wrap-distance-top:0;mso-wrap-distance-right:9pt;mso-wrap-distance-bottom:0;mso-position-horizontal:absolute;mso-position-horizontal-relative:margin;mso-position-vertical:absolute;mso-position-vertical-relative:margin;mso-width-percent:0;mso-height-percent:0;mso-width-relative:margin;mso-height-relative:margin'>

From: David Perkins [REDACTED]
Sent: Thursday, January 30, 2025 8:08 PM
To: Lisa A. Sankey <Lisa.Sankey@westfargond.gov>
Subject: Re: Hope Lutheran | West Campus - West Fargo

Lisa,

Has the city, Hope or any involved party involved in this site conducted any kind of traffic study on what this church would bring into the area at their peak operating times?

That proposed north entrance is literally one lane total (not two lanes, one in each direction) in the winter, between snow and cars parked on it. I don't even live on that street and I'm worried about the safety of those on that street with this many vehicles.

That would put most of the stress on 9th which seems inadequate for 400 +/- cars (assuming the stalls in their diagram is what is to be built).

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From: Lisa A. Sankey <Lisa.Sankey@westfargond.gov>
Sent: Friday, December 13, 2024 8:35:37 AM
To: David Perkins <[REDACTED]>
Subject: RE: Hope Lutheran | West Campus - West Fargo

EXTERNAL

Your comments will be entered into the record and forwarded on to the applicants. The reason I believe they are no longer looking at 52nd Avenue W is because the original property owner – Westport – sold a parcel to Hope Lutheran along the east side of Ranch of the Wilds and all the remaining property to the major property owner to the east who does not intend to develop any time soon. They're proposing a land swap to allow for the church development.

Staff is awaiting additional information from the applicant --- updates to the plat and to the previously approved area plan showing future right of way connections for streets and multi-use trail connections, park dedication, drainage plan – so this item will be continued until the January 14th meeting. Being we advertised for a public hearing for Tuesday night, we opened the hearing for comments and continued it until next month.



Lisa Sankey
Planner, City of West Fargo

2515 6th Street East
West Fargo, ND 58078
(701) 515-5376
Visit our website at:
westfargond.gov

From: David Perkins [REDACTED]
Sent: Thursday, December 12, 2024 2:54 PM
To: Lisa A. Sankey <Lisa.Sankey@westfargond.gov>
Subject: FW: Hope Lutheran | West Campus - West Fargo

Lisa,

I live at 1039 Mulberry lane in West Fargo. I sent the below email to Paul at Hope Lutheran. I don't believe the church gave ingress/egress to their proposed site much consideration. An entrance/road from 52nd (to the east of the Ranch) would seem to make some logical sense rather than routing all that traffic through the residential areas.

Dave

From: David Perkins
Sent: Friday, October 11, 2024 8:58 AM
To: 'pnynas@fargohope.org' <[REDACTED]>
Subject: West Campus - West Fargo

Hi Paul,

Good morning. I recently received the mailing on the new, West Campus Hope project. I live right across the street on Mulberry and 9th. There are two things that stuck out to me is the lack of ingress/egress to the site and overall safety of those living in the neighborhood. I realize there are 3 access points, but combined, it would likely be wholly inadequate with a significant congregation attendance. Both 9th and 6th Steets are two lane traffic, with a large pedestrian presence (especially on 6th and those cross streets), with traffic routed through streets that aren't capable of handling significant traffic. Hope's situation on the 25th street location has four access points but on roads designed to handle that larger load (and traffic still gets backed up); at least the pedestrian issue is somewhat mitigated at the 25th Street site due to it's larger commercial street (4 lanes on 25th) presence and far fewer homes for the congregation to navigate through to attend church services.

The traffic could be alleviated by adding a 4th access point (or removing one of the 9th street access points as this is rather redundant) from 52nd/running north/south.

I'm assuming there would be no outside services from a noise standpoint but also wanted to confirm that this too would be a problem moving the church closer to more residential housing. Prairie Heights had a similar issue before the city had them stop outside services.

I do agree this new site lays out better, but without proper access to the new facility, the new site is substantially inferior and a potential concern would be lower attendance than estimated as people likely pick a different location/church. We would plan to vote against this design for these reasons.

Thanks,
Dave



Contact a City Commissioner - Bernie Dardis

07/21/2025 12:24 PM (CDT)

Contact a City Commissioner - Bernie Dardis

First Name	Brad
Last Name	Monson
Address	4727 6th St W
City	West Fargo
State	ND
Zip Code	58078
Phone Number	
Email Address	

Message

Dear West Fargo City Commissioners,

I hope this message finds you well. I am writing to you as a homeowner in the Wild's neighborhood, which is zoned for residential single-family homes. Unfortunately, I am unable to attend tonight's meeting, where I know this topic is on the agenda.

There is a proposal for Hope Lutheran Church to expand into our neighborhood. While I am not opposed to the idea of having a church in our community, I have a concern regarding the current plans for the church's parking lot exits. Specifically, one of the proposed exits for the parking lot would direct traffic down 6th Street West, which is currently a quiet and peaceful area. I am concerned this change would significantly increase traffic volume and noise, disrupting the safe and quiet neighborhood that we currently enjoy.

I believe a better alternative would be to investigate directing traffic directly to 52nd Avenue West, a major road. This solution would help to preserve the quiet nature of our street while still allowing access to the church's parking lot.

I kindly ask for your consideration of my concern and the possibility of revising the traffic plan to accommodate this alternative. Thank you for considering the perspectives of residents like myself.

Best regards,
Brad Monson
4727 6th St W
West Fargo, ND 58831



**SUBDIVISION IMPROVEMENT AGREEMENT
(IMPROVEMENT DISTRICT AGREEMENT)**

THIS SUBDIVISION IMPROVEMENT AGREEMENT (IMPROVEMENT DISTRICT AGREEMENT) (the “Agreement”), is entered into this ____ day of _____, 2025, by and among the City of West Fargo, North Dakota (the “City”), 52nd Ave Partners LLC (“Owner”), and Hope Lutheran Church (the “Developer”). The City and Developer are, collectively, the “Parties.”

WHEREAS, as of the date hereof, the Owner is the current legal and equitable owner of the parcel of land to be platted as Lot 1, Block 1 of the proposed plat of the Hope Lutheran Addition to the City of West Fargo, Cass County, North Dakota (the “Property”), and promptly following approval of the plat of Hope Lutheran Addition by the City, Owner intends to convey the Property to Developer in accordance with and subject to the terms of a separate written agreement between Owner and Developer; and

WHEREAS, the City is considering for approval the plat of the Hope Lutheran Addition; and

WHEREAS, the Developer 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 Developer desires for the City to construct a southbound to eastbound dedicated turn lane at the north leg of the intersection of Mulberry Lane and 9th Street West to facilitate traffic to the Property, which will be special assessed.

NOW THEREFORE, pursuant to the terms and conditions of this Agreement, the Parties agree 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 Developer to comply with the terms and conditions of this Agreement.

2. Hope Lutheran Church is a legally recognized North Dakota nonprofit corporation, with the authority to own and develop land. Promptly following approval of the plat of Hope Lutheran Addition by the City, Developer will acquire, and become the legal and equitable owner of, the Property in accordance with and subject to the terms of a separate written agreement between Owner and Developer (which is not being modified by this Agreement). The individual signing this Agreement is expressly authorized to execute this Agreement on behalf of the Developer.

II. JURISDICTION

1. The Developer agrees to submit to the authority of the City of West Fargo. The Developer agrees and acknowledges that it and its successors and assigns, as applicable, must receive approval from the City of West Fargo for any proposed other or further platting and zoning and for building permits and any other permits required by the City with respect to the Property.

2. The Developer agrees and acknowledges that it must comply with all federal, state, and City statutes, ordinances, rules, and regulations regarding the development of the Property.

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

4. This Agreement only covers the plat of the Hope Lutheran Addition. The Developer acknowledges that if it wishes to plat the Property differently, or if the Developer wishes to replat the Property, then it shall enter into another subdivision improvement agreement with the City in conjunction therewith if required by the City and in all events prior to commencing construction of any so-affected areas.

5. The Developer has submitted a final plat of the Hope Lutheran Addition, which will be considered by the City Commission on _____, 2025. The Developer agrees to comply with all provisions of City zoning and subdivision ordinances.

III. IMPROVEMENTS

1. Public Improvements and Security

A. The Developer will petition the City to create an improvement district (the “Improvement District”) for a southbound to eastbound dedicated turn lane at the north leg of the intersection of Mulberry Lane and 9th Street West (the “Public Improvements”). The City will create the Improvement District and will contract for the Public

Improvements to be constructed upon said property. The City will assess the cost of the Public Improvements against the benefited properties in the Improvement District. The Property will constitute at least a majority, if not all, of the benefited property in the Improvement District. The Public Improvements must be constructed prior to the City granting a certificate of occupancy to the Developer for the Property.

B. To provide the City security for the construction of the Public Improvements, the Developer must execute a promissory note in a form satisfactory to the City Attorney in a total amount equal to fifty percent (50%) of the engineer's estimated costs of the Public Improvements to be assessed against the Property relating to the improvements associated with the Improvement District. The City may only draw upon the promissory note 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. The City will not enter a contract for the Public Improvements until this Agreement has been fully executed and the above-described promissory note has been executed and delivery to the City.

C. The Developer agrees that, pursuant to this Agreement, the special assessments on lots of the Property that 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 of the Property may not become three (3) years' delinquent. A special 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 special assessments are deemed In Default when any lot becomes three (3) years' delinquent.

D. It is agreed between the Parties that if special assessments on lots of the Property that have not been Developed are not paid as set out in the preceding paragraph, the City Auditor of the City of West Fargo shall give written notice to the Developer of the lots of the Property for which special assessments are In Default as of March 1 of the appropriate year. The City Auditor shall notify the Developer that if the entire amount of special assessments In Default are not paid by March 16 of that year, or within fourteen (14) calendar 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 note of the Developer for the full amount In Default. The Developer has the option of not paying special assessments on lots that the Developer does not own but instead making a payment directly to the City Auditor for the amount In Default on those lots, with payment being placed in the appropriate Bond Fund, as defined herein.

E. Alternatively, even if the special assessments are not In Default, if the City Auditor determines that the bond sinking fund of the bond issue out of which the Public 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 Developer agrees, within fourteen (14) calendar days of the 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 a position to provide the full payment of principal and interest on the next bond payment date; provided, however, the maximum amount the Developer has to pay will be capped by the total amount of delinquent special assessments on lots of the Property. The

Developer has the option of not paying special assessments on lots that the Developer does 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 Bond Fund. If the Developer does 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 Developer for the full amount of such deficiency, up to the maximum amount of delinquent special assessments on lots of the Property.

F. If the City has to commence litigation to collect on the promissory note and is successful, the Developer agrees to pay the City its costs of litigation, including any and all attorney's fees. Upon receipt of funds from the promissory note after litigation is commenced (whether by judgment or settlement), the City shall first reimburse itself for all costs of litigation, including attorney's 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 Public Improvements in the Improvement District. The City will reduce the promissory note given by the Developer by an amount equal to the amount recovered in a court action or paid directly by the Developer to the City and placed into the Bond Fund without paying special assessments.

G. If the Developer ever makes 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 special

assessments for property which the Developer has paid the City money under this Agreement, the City will then create an escrow account. Into the 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 Developer, after notice, makes a payment directly to the City to cover delinquent assessments on lots not owned by the Developer. Later, assume the City receives payments from Cass County for special assessment payments covering the same special assessments as involved in the Developer's payments to the City. With that, the City will in effect have been paid twice for those same assessment years, so the City will place that money into an escrow account. Likewise, if the City collects money from the promissory note after litigation has commenced and places that money directly into the Bond Fund, and then later payments from Cass County for special assessment payments covering the same special 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 Developer has 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.

H. 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.

I. If the escrow account is formed prior to fifty percent (50%) of the lots being Developed, the City will maintain the escrow account, other than for payments allowed as set out above, until fifty percent (50%) of the lots are Developed. If at that time, there is no deficiency in the Bond Fund and the Developer is no longer in violation of the terms of this Agreement, the City will, to the extent funds allow, reimburse the Developer 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 Developer 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 Developer, those funds will be transferred to the Bond Fund. If the escrow account is formed after fifty percent (50%) of the lots are Developed, or if the Developer was not repaid its entire amount advanced when the property became fifty percent (50%) Developed, the same procedures will be followed, with the release date to the Developer being seventy-five percent (75%) of the lots are Developed.

J. The Developer agrees 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 on all lots of the Property. 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 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.

K. The City Auditor is authorized to reduce the principal amount of the promissory note issued hereunder upon fifty percent (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 fifty percent (50%). After seventy-five percent (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.

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

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

N. The Developer has dedicated a thirty (30) foot trail easement overlapping a thirty (30) foot storm sewer, sanitary sewer, and water easement (the "Easement Area") on the Property. The Developer is not requesting the installation of a trail or public utilities within the Easement Area at this time.

2. Water Supply and Wastewater Management

A. Water services to the Property will be supplied by the City, and the Developer will be responsible for remitting the appropriate hook-up fees for the Property to the City.

B. Sewer services for the Property will also be supplied by the City, and the Developer agrees and acknowledges that it must remit hook-up fees for the Property associated with the use of the West Fargo main sewer lift station south of I-94. The hook-up fee shall be \$ 33,222 and will be added to the costs in the Improvement District.

C. Water and sewer mains and services within the Property are to be privately installed and maintained by the Developer. The private infrastructure will be able to connect to public water and sewer utility services located within adjacent public right-of-way.

D. The Developer shall pay the costs relating to installation and maintenance of the private utilities, including but not limited to construction costs, repairs, reconstruction, permit fees, taxes, and any other fees associated with construction and maintenance of the private utilities.

3. Stormwater Management. The Developer agrees to comply with the City's storm water retention regulations and is responsible for developing a drainage plan which must be designed in accordance with City standards and approved by the City Engineer. The Property benefits from existing regional retention in the area, which can accommodate a stormwater release rate of up to four (4) cubic feet per second (cfs). On-site stormwater retention will be required by the Developer to ensure stormwater release rates do not exceed four (4) cubic feet per second.

4. Wetland Mitigation. The Developer submitted a wetland delineation report, noting no wetlands on the Property. Accordingly, no mitigation of wetlands is required on the Property.

5. Landscaping. The Developer agrees to landscape the Property in accordance with all applicable City ordinances. Additionally, the Developer agrees and acknowledges that it is

responsible for maintaining the boulevard areas from the property line to the street in accordance with Chapter 3-03 of the Municipal Ordinances.

6. Public Site Dedication. The Developer will make a fee in lieu of land dedication payment in accordance with a separate public dedication agreement with the City.

IV. GENERAL MATTERS

1. The Developer is responsible for filing any restrictive covenants for the development.

2. The Developer is responsible for all costs incurred by the Developer to prepare the Property for development including:

- A. Wetland delineation and mitigation costs;
- B. Registration fees;
- C. Public dedication costs; and
- D. Any other costs.

3. This Agreement is to run with the land and shall be binding upon the Developer and its successors and assigns; and all parties claiming by, through or under it shall be taken to hold, agree, and covenant with the Developer, and 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 Public Improvements to service the Property.

4. In addition to releasing and holding the City and 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 Public Improvements, the Developer agrees to indemnify and defend the City and 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 Developer's or its employees' or agents' construction and installation of

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

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

6. This Agreement terminates upon the Developer 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 Public Improvements.

7. 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. Nothing contained in this Agreement shall affect, amend or modify the separate written agreement(s) between Owner and Developer to which the City is not a party.

8. 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 under and pursuant to this Agreement.

9. 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.

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.

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

12. This Agreement shall be recorded solely against the Property, after recording of the plat of the Hope Lutheran Addition.

13. 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.

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

(Remainder of page intentionally left blank.)

CITY OF WEST FARGO

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

ATTEST:

Dustin T. Scott, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Bernie L. Dardis and Dustin T. Scott, the President of the Board of City Commissioners and City Auditor of the City of West Fargo, North Dakota, respectively, 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

By: _____
Its: _____

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____, known to me to be the person who is described in and who executed the above and foregoing document and acknowledged to me that they executed the same on behalf of the 52nd Ave Partners LLC, a Delaware limited liability company.

Notary Public

HOPE LUTHERAN CHURCH

By: _____
Its: _____

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____, known to me to be the person who is described in and who executed the above and foregoing document and acknowledged to me that they executed the same on behalf of HOPE LUTHERAN CHURCH, a North Dakota nonprofit corporation.

[SEAL]

Notary Public

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2025, by and among 52nd Ave Partners LLC, a Delaware limited liability company (“Owner”), Hope Lutheran Church, a North Dakota nonprofit corporation (the “Developer”) and the City of West Fargo, a North Dakota Municipal corporation (the “City”).

WHEREAS, Developer desires to plat and develop a piece of property in the City of West Fargo to be known as Hope Lutheran Addition (the “Property”); and

WHEREAS, the Property is, as of the date hereof, owned by Owner, but promptly following approval of the subdivision plat of Hope Lutheran Addition by the City, Owner intends to convey the Property to Developer in accordance with and subject to the terms of a separate written agreement between Owner and Developer;

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 cash payment in lieu of dedication shall be made as herein provided.

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

1. The Developer hereby agrees that it will pay a total sum of \$79,072.05 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 Hope Lutheran Addition.

2. The City agrees that it will review the plat of Hope Lutheran Addition, and

following regular procedures will approve a plat of Hope Lutheran 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 Hope Lutheran 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 Hope Lutheran Addition under the provisions of the subdivision regulations found under Title IV of the ordinances of the City of West Fargo, North Dakota.

4. The parties to this Agreement understand that if the Developer conveys the property interest in Hope Lutheran 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 Hope Lutheran Addition will be bound by the terms and conditions of this Agreement, and no entity shall be entitled to a building permit in Hope Lutheran Addition unless and until the payment in lieu of dedication herein described has been made and determined to have been satisfied by the City of West Fargo.

5. 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 save, 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, arise out of, 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.

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

7. This Agreement shall not be recorded. Additionally, it shall be the affirmative duty of the Developer to provide a copy of this Agreement to any successor, heir or assign.

8. 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.

9. 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.

CITY OF WEST FARGO

BY: _____
Its: Mayor

BY: _____
Its: Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Bernie Dardis and Dustin T. 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

OWNER:

52nd Ave Partners LLC, a Delaware limited liability company

By:

Its: _____

STATE OF _____)

COUNTY OF CASS _____)

On this ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____, known to me to be the person who is described in and who executed the above and foregoing document and acknowledged to me that they executed the same on behalf of the 52nd Ave Partners LLC, a Delaware limited liability company.

[SEAL]

Notary Public

DEVELOPER

HOPE LUTHERAN CHURCH, a North Dakota nonprofit corporation

By:

Its: _____

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this ____ day of _____, 2025, before me, the undersigned, a Notary
Public in and for said county and state, personally appeared
_____, known to me to be the person who is described in
and who executed the above and foregoing document and acknowledged to me that they
executed the same on behalf of HOPE LUTHERAN CHURCH, a North Dakota nonprofit
corporation.

[SEAL]

Notary Public

ORDINANCE NO. 1260

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 R-1A (Single Family Dwellings District):

Part of the South Half (S½) of Section 31, Township 139 North, Range 49 West, in the City of West Fargo, North Dakota (also known as proposed plat of Hope Lutheran Addition).

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:



To: West Fargo City Commission
From: Pete Nielsen, Chief of Police
Date: July 21, 2025
Subject: Red River Regional Marksmanship Range agreement
Action: Approve Red River Regional Marksmanship Range Agreement

Commission President

Bernie Dardis

Primary Portfolio:

Administrative Services

Secondary Portfolio:

Police & Fire

Commission Vice President

Brad Olson

Primary Portfolio:

Police & Fire

Secondary Portfolio:

Street, Water & Sewer

Commissioner

Roben Anderson

Primary Portfolio:

Community & Development Services

Secondary Portfolio:

Administrative Services

Commissioner

Amy Zundel

Primary Portfolio:

Street, Water & Sewer

Secondary Portfolio:

Sanitation

Commissioner

Rory Jorgensen

Primary Portfolio:

Sanitation

Secondary Portfolio:

Community & Development Services

City Administrator

Dustin T. Scott

Summary and Recommendation:

The West Fargo Police Department requests approval to enter into a long-term agreement with the Red River Regional Marksmanship Center (RRRMC).

The current agreement with the Regional Training Center will end on December 31, 2025.

The proposed agreement with RRRMC grants the Police Department priority use of the RRRMC facility for up to thirty (30) calendar days per year, with each day defined as a 24-hour period. This includes access to an indoor shooting range, a training room, and storage for training equipment. Additional days beyond the thirty allotted can be scheduled at a per diem rate. Partnering with RRRMC provides access to a facility in West Fargo, reducing officer travel time and associated overtime expenses while also supporting the department's ongoing commitment to high-quality training and improving operational efficiency.

I am requesting the West Fargo City Commission approve the proposed agreement with the Red River Regional Marksmanship Center.

Financial Analysis:

The proposed agreement with RRRMC is effective from January 1, 2026, until December 31, 2034 with a fixed annual fee of \$9000.00. In the event the Police Department needs additional days for training, the RRRMC will charge the City \$300.00 for each calendar day over the allotted thirty (30) days. The Police Department currently contributes \$12,672.00 or 17% of the operational costs for the Regional Training Center and those costs are expected to increase. By entering into this agreement, the Police Department will save \$3,672.00 annually not including overtime savings.

RANGE USE AGREEMENT

This RANGE USE AGREEMENT (this “Agreement”) is made this ____ day of _____, 2025 (the “Effective Date”), by and between the City of West Fargo, a North Dakota home rule city and municipal corporation, whose address is 2515 6th Street East, West Fargo, North Dakota 58078 (the “City”), and Red River Regional Marksmanship Center, Inc., a nonprofit corporation organized and existing in the State of North Dakota, whose address is 640 16th Street Northeast, West Fargo, North Dakota 58078 (“RRRMC”; the City and RRRMC are collectively referred to herein as the “Parties”).

RECITALS

A. The City employs and operates a full-time police force that provides on-going training for its employees and is looking to acquire space to conduct training; and

B. RRRMC owns and operates a range facility, located at 640 16th Street Northeast, West Fargo, North Dakota, that has two (2) indoor shooting ranges and other training spaces (the “Range Facility”); and

C. The Parties now desire to enter into this Agreement to set forth the terms and conditions of the City’s reservation and use of the Range Facility for police force related activities.

In consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

AGREEMENT

1. **Range Facility Use.** The City has the authority to reserve the Range Facility for police force training purposes for thirty (30) calendar days, with each calendar day defined as a 24-hour period, during a calendar year. The City will use its best efforts to schedule its use of the Range Facility on a Monday, Tuesday, Wednesday, or Thursday, and RRRMC will use its best efforts to give the City priority on these days. The City may request use of the Range Facility on a Friday, Saturday, or Sunday but recognizes that RRRMC cannot provide the City with priority on these days and that the City will be subject to RRRMC’s availability during that time frame. The City may request usage of the Range Facility in excess of the allotted thirty (30) calendar days described herein; provided, however, the City will remit additional funds to RRRMC for each day of usage beyond thirty (30) calendar days as set forth in Section 7. Although the City is allotted thirty (30) calendar days of usage during a calendar year, it will not be penalized for not utilizing all thirty (30) calendar days but also is not allowed to roll over any unused days to a subsequent calendar year. Additionally, the City will not receive a refund for any amount of the Rental Price, as defined herein, for utilizing less than thirty (30) calendar days. The City will utilize its best efforts to provide RRRMC with as much advanced notice as possible in reserving the Range Facility.

2. **Storage.** The City intends on utilizing defensive training mats for its training at the Range Facility. RRRMC will provide space at the Range Facility for the City to store the defensive training mats, and the City will make the defensive training mats available to RRRMC for trainings

that it holds. The City will be solely responsible for the care and replacement of the defensive training mats. If any defensive training mats are damaged during RRRMC's use of the mats, then RRRMC will notify the City as soon as possible to allow for repair or replacement. RRRMC will additionally provide space to the City for a metal storage locker and cardboard target backers.

3. **Training Room.** RRRMC will allow the City to utilize the training room at the Range Facility, when available, for training associated with the City's firearm training days.

4. **Cleaning.** When the City utilizes the Range Facility for firearm training days, it will be responsible for cleaning the Range Facility at the end of its session. The City will be responsible for leaving the Range Facility in a similar, or better, position to when the City started its training session.

5. **Equipment.** The City is responsible for providing all of the supplies and equipment that it desires to conduct its training sessions at the Range Facility; RRRMC is not responsible for providing any supplies or equipment to the City.

6. **Complaints.** In the event any complaint is lodged regarding the City's use of the Range Facility or during the City's use of the Range Facility, the complaint will be addressed collectively by the Captain of the West Fargo Police Department Professional Standards and Training Division and management of RRRMC to reach a resolution.

7. **Term and Rental Price.** The term of this Agreement shall run from January 1, 2026, until December 31, 2034 (the "Term"). On or prior to January 1 of each calendar year during the Term, the City will remit an annual rental fee of Nine Thousand Dollars (\$9,000.00) to RRRMC to rent the Range Facility for the upcoming calendar year (the "Rental Price"). As provided herein, the Rental Price allots the City thirty (30) calendar days' worth of usage during the calendar year. In the event that the City desires to utilize the Range Facility beyond the thirty (30) calendar days, RRRMC will charge the City Three Hundred Dollars (\$300.00) for each calendar day in excess of the allotted thirty (30) calendar days. The City will remit payment to RRRMC for additional usage prior to commencing the applicable training session.

8. **Termination and Effects of Termination.** Either Party may terminate this Agreement, in writing, upon breach of the Agreement by the other Party. The non-breaching Party will provide notice of breach to the breaching Party within fourteen (14) calendar days of the breach. Any termination will be effective, however, on December 31 of the calendar year in which the breach occurs regardless of when the non-breaching Party provided notice to the other Party during the calendar year. Prior to termination, the City will remove all items that it has stored at the Range Facility, including the defensive training mats.

9. **Assignment.** Neither Party may transfer or assign this Agreement, nor any rights or obligations under this Agreement, without the express written consent of the other Party.

10. **Amendment.** Any modifications or amendments of this Agreement must be in writing and signed by both Parties.

11. **Severability.** If any court of competent jurisdiction declares any provision or part of this Agreement invalid or unenforceable, all remaining terms and provisions of this Agreement

will remain binding and enforceable. The Parties, however, will reconvene good faith negotiations and will reform or replace any invalid, illegal, or unenforceable provision or portion of the Agreement with an alternative provision that is enforceable and bears as close resemblance as possible to any provision determined invalid, illegal, or unenforceable.

12. **Headings.** Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.

13. **Interpretation.** This Agreement will be construed as if prepared by both Parties.

14. **Effective Date.** This Agreement will become effective on the date of execution by the last Party to sign.

15. **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.

16. **Governing Law and Venue.** This Agreement will be construed and enforced in accordance with North Dakota law. Any litigation arising out of this Agreement will be venued in North Dakota State District Court in Cass County, North Dakota. The Parties waive any objection to personal jurisdiction or venue, and neither Party can or will assert the law of any other state, country, or jurisdiction to avoid liability or to challenge jurisdiction or venue.

17. **Waiver of Jury Trial.** The Parties hereby knowingly, irrevocably, voluntarily, and intentionally waive any rights that any may have to a trial by jury with respect to any action, proceeding, counterclaim, or defense based on this Agreement, or arising out of, under, or in any connection with this Agreement, or with respect to any course of conduct, course of dealing, statements (whether oral or written), or actions of any Party hereto relating to this Agreement. This provision is a material inducement for all Parties entering into this Agreement. This provision applies only to suits between the Parties and does not apply to third party claims or suits.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the Parties caused this Agreement to be executed.

The governing body of the City of West Fargo, North Dakota approved this Agreement on the ____ day of _____, 2025.

CITY OF WEST FARGO

Bernie Dardis, President of the Board of
City Commissioners

ATTEST:

Dustin T. Scott, City Administrator

RED RIVER REGIONAL
MARKSMANSHIP CENTER, INC.

By: _____
Its: _____
Date: _____

PROPOSED 2026 UTILITY RATES

Matt Andvik, Senior Director of Public Works

Utility Rate Plan Summary

- In 2024, the City Commission reviewed a 5- year utility rate plan designed to ensure long-term financial stability and service sustainability.
- The 2025 rate adjustment was approved, with the intention to present the 2026 rate increase during the annual budget process.
- 2026 marks the second year of a three year “ catch up” period, addressing the gap in rate adjustments since 2020.
- Notably, there had been no increases since 2020, except for a 2023 “pass-through” water rate adjustment reflecting a rate change from Fargo.

WHY INCREASE RATES?

- Water
 - Support infrastructure renewal through targeted funding for replacement projects
 - Stabilize financial reserves while accounting for upcoming expenditures related to:
 - Meter Project Completion
 - Facility Expansion
 - Prepare for potential water rate increase from Fargo, projected in 2027 and 2029.
- Sewer
 - Strengthen reserves to ensure long-term financial health
 - Increase flow capacity to Fargo in order to complete the lagoon decommissioning process
 - Achieve the strategic goal of routing 100% of waste water to Fargo.
 - Invest in sewer infrastructure replacement to maintain reliability and efficiency

WHY INCREASE RATES?

- Sanitation
 - Strengthen reserve funds to ensure financial stability to support capital investments.
 - Modernize collection operations and refine operational efficiency.
 - Prepare for city expansion aligned with the completion of the FM Area diversion project by:
 - Expanding Transfer station and Inert landfill capacity
 - Develop a long-term waste disposal strategy, projecting needs over the next 10-15 years.
- Forestry
 - Strengthen reserve funds to ensure financial stability to support long- term capital investments.
 - Increase funding levels gradually to insure adequate staffing and equipment for comprehensive maintenance of the city's 21,000 boulevard trees.
 - The 2025 rate increase marked the initial step in a phased approach.
 - Full Staffing and equipment readiness is targeted by 2029.
 - Implement proactive strategies to mitigate impacts of Emerald Ash Borer (EAB) and safeguard the city's tree canopy.
 - Plan for enhanced pruning and care south of I-94, anticipating the evolving needs of a maturing urban forest.

PROPOSED RATES

PROPOSED RATES

WEST FARGO WATER RATES						
	2024	2025	2026	2027	2028	2029
PERCENT INCREASE						
MONTHLY FEE 3/4*	\$7.25	\$7.61	\$7.84	\$8.08	\$8.32	\$8.57
RES TIER 1	\$7.40	\$7.77	\$8	\$8.24	\$8.49	\$8.75
RES TIER 2	\$9.15	\$9.61	\$9.90	\$10.19	\$10.50	\$10.81
COMMERCIAL	\$7.40	\$7.77	\$8	\$8.24	\$8.49	\$8.75
MULTI- FAMILY/OTHER	\$7.40	\$7.77	\$8	\$8.24	\$8.49	\$8.75
* MONTHLY FEES VARY DUE TO METER SIZE						
WEST FARGO SEWER RATES						
	2024	2025	2026	2027	2028	2029
PERCENT INCREASE						
BASE RATE	\$9	\$12.83	\$19.00	\$19.95	\$20.95	\$21.99
FLOW RATE*	\$4	\$5.70	\$6.27	\$6.58	\$6.91	\$7.26
* RESIDENTIAL CAPPED AT 8,000 GALLONS/MONTH, MAY 15 TO SEPTEMBER 15						

WEST FARGO SANITATION RATES						
	2024	2025	2026	2027	2028	2029
PERCENT INCREASE						
RESIDENTIAL RATE 64 GAL	\$20.48	\$23.55	\$25.90	\$28.49	\$29.92	\$30.81
RESIDENTIAL RATE 96 GAL	\$23.48	\$27	\$29.70	\$32.67	\$34.30	\$35.33
SECOND 64 GAL CAN/MO.	\$6	\$6.90	\$7.59	\$8.35	\$8.77	\$9.03
SECOND 96 GAL CAN/MO	\$9	\$10.35	\$11.39	\$12.52	\$13.15	\$13.54
MULTIFAMILY FLAT RATE	\$16.38	\$18.84	\$20.72	\$22.79	\$23.93	\$24.65
MIXED USE PER UNIT	\$7.02	\$8.07	\$8.88	\$9.77	\$10.26	\$10.56
COMMERCIAL RATE INCREASE	3.5%	3.0%	3%	3.5%	3%	3%
ROLL OFF RATE INCREASE	3%	3%	3%	3%	3%	3%
WEST FARGO FORESTRY AND VECTOR RATES						
	2024	2025	2026	2027	2028	2029
FORESTRY	\$2.00	\$3.00	\$3.50	\$4.25	\$4.75	\$5.00
VECTOR	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00

EXAMPLE RESIDENTIAL UTILITY BILL

MONTHLY UTILITY BILL COMPARISON		
	2025	2026
WATER*	\$54.23	\$55.86
SEWER*	\$47.03	\$56.62
SANITATION^	\$23.55	\$25.90
FORESTRY	\$3	\$3.50
VECTOR	\$1	\$1
TOTAL	\$128.81	\$142.88
*based on 6,000 gallons		
^ based on 64-gallon cart		

MONTHLY UTILITY BILL COMPARISON		
	2025	2026
Water*	\$38.69	\$39.85
Sewer*	\$35.63	\$44.08
Sanitation^	\$23.55	\$25.90
Forestry	\$3	\$3.50
Vector	\$1	\$1
Total	\$101.87	\$114.33
*based on 4,000 gallons		
^ based on 64-gallon cart		

QUESTIONS?

A CITY ON THE GROW



Commissioner _____ introduced the following resolution and moved its adoption:

**RESOLUTION SETTING RATES AND CHARGES
FOR WATER, SEWER, AND SANITATION SERVICES**

WHEREAS, the City of West Fargo, pursuant to Section 9-0230 of the Revised Ordinances of 1990 of the City of West Fargo, has established that the minimum service charge for water service shall be in such amounts as set by resolution of the City Commission, including surcharges for vector control and forestry; and

WHEREAS, the City of West Fargo, pursuant to Section 9-0305 of the Revised Ordinances of 1990 of the City of West Fargo, has established that the minimum service charge for sewer service and the flow rate shall be in such amounts as set by resolution of the City Commission; and

WHEREAS, the City of West Fargo, pursuant to Section 15-0207 of the Revised Ordinances of 1990 of the City of West Fargo, has established that the fees for garbage collection shall be in an amount as set by resolution of the City Commission; and

WHEREAS, the City desires to set the fees pursuant to Titles IX and XV.

NOW THEREFORE, be it resolved as follows:

That the rates for water, sewer, and sanitation shall be as set forth in Exhibit A, attached hereto and incorporated herein, and shall only be amended by resolution of the City Commission.

That said rates shall be effective as of January 1, 2026.

Dated: July 21, 2025.

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.

Exhibit A

West Fargo Water Rates 2026				
Flow Rate*			Monthly Meter Charge	
Res Tier 1	\$ 8.00		5/8	\$ 7.84
Res Tier 2 > 20,000 gal	\$ 9.90		3/4	\$ 7.84
Commercial/Multifamily/Other	\$ 8.00		1	\$ 12.98
*Per 1,000 gallons			1 1/2	\$ 25.96
			2	\$ 41.64
			3	\$ 78.14
			4	\$ 129.78
		6	\$ 259.56	

West Fargo Sewer Rates 2026		
Base Rate	\$19.00	
Flow Rate*	\$6.27	
* Per 1,000 gallons		
Residential sewer capped at 8,000 gallons/month, May - September Billing Cycles		

West Fargo Forestry and Vector Rates 2026		
Forestry	\$3.50	
Vector	\$1.00	

West Fargo Sanitation Rates 2026					
			Dumpster Size	Monthly Rental Fee	Monthly Service Fee
Residential Rate 64 gal	\$ 25.90		1 Yard	\$7.69	\$54.90
Residential Rate 96 gal	\$ 29.70		1.5 Yard	\$7.69	\$65.88
Additional 64 gal can/mo	\$ 7.59		2 Yard	\$8.78	\$71.37
Additional 96 gal can/mo	\$ 11.39		3 Yard	\$9.88	\$87.84
Additional Recycling can/mo	\$ 3.48		4 Yard	\$12.08	\$98.82
Multifamily per unit	\$ 20.72		5 Yard	\$14.27	\$115.29
Mixed Use per unit	\$ 8.88		6 Yard	\$15.37	\$131.76
Commercial Rate Increase*	3%		8 Yard	\$18.67	\$164.70
Roll Off Pull Rate	\$ 174.84				
Compactor Pull Rate	\$ 250.00				
Specialty items and other charges remain the same.					
* See attached for full listing of Commercial Dumpster rates					

2026 WEST FARGO DUMPSTER RATES

Size		1X/week	2X/week	3X/week	4X/week	5X/week	6X/week	7X/week
	Rent/Mo							
1 Yard	\$7.69	\$62.59	\$117.49	\$172.39	\$227.29	\$282.19	\$337.10	\$392.00
	Privately Owned	\$54.90	\$109.80	\$164.70	\$219.61	\$274.51	\$329.41	\$384.31
1.5 Yard	\$7.69	\$73.57	\$139.45	\$205.33	\$271.21	\$337.10	\$402.98	\$468.86
	Privately Owned	\$65.88	\$131.76	\$197.65	\$263.53	\$329.41	\$395.29	\$461.17
2 Yard	\$8.78	\$80.16	\$151.53	\$222.90	\$294.27	\$365.64	\$437.02	\$508.39
	Privately Owned	\$71.37	\$142.74	\$214.12	\$285.49	\$356.86	\$428.23	\$499.60
3 Yard	\$9.88	\$97.72	\$185.57	\$273.41	\$361.25	\$449.09	\$536.94	\$624.78
	Privately Owned	\$87.84	\$175.69	\$263.53	\$351.37	\$439.21	\$527.06	\$614.90
4 Yard	\$12.08	\$110.90	\$209.72	\$308.55	\$407.37	\$506.19	\$605.02	\$703.84
	Privately Owned	\$98.82	\$197.65	\$296.47	\$395.29	\$494.11	\$592.94	\$691.76
5 Yard	\$14.27	\$129.57	\$244.86	\$360.15	\$475.45	\$590.74	\$706.03	\$821.33
	Privately Owned	\$115.29	\$230.59	\$345.88	\$461.17	\$576.47	\$691.76	\$807.05
6 Yard	\$15.37	\$147.14	\$278.90	\$410.66	\$542.43	\$674.19	\$805.96	\$937.72
	Privately Owned	\$131.76	\$263.53	\$395.29	\$527.06	\$658.82	\$790.58	\$922.35
8 Yard	\$18.67	\$183.37	\$348.08	\$512.78	\$677.49	\$842.19	\$1006.89	\$1171.60
	Privately Owned	\$164.70	\$329.41	\$494.11	\$658.82	\$823.52	\$988.23	\$1152.93

ORDINANCE NO. 1260

AN ORDINANCE TO AMEND AND REENACT SECTION 10-0115 RELATING TO ADMINISTRATIVE HEARING/WAIVER; TO CREATE AND ENACT SECTION 10-0138 RELATING TO PROOF OF IDENTIFICATION; AND TO AMEND AND REENACT SECTIONS 12-0202 RELATING TO HARASSMENT, 13-0202 RELATING TO DRIVING WHILE LICENSE SUSPENDED OR REVOKED, 13-0304 RELATING TO PROPER DISPLAY OF LICENSE UPON VEHICLE, 13-0309 RELATING TO CARELESS DRIVING, 13-0703 RELATING TO ONE-WAY STREETS AND ALLEYS, 13-0921 RELATING TO AUTHORIZED EMERGENCY VEHICLES, 13-1506 RELATING TO TINTED WINDOWS, 13-1515 RELATING TO FLASHING LIGHTS, AND 13-1623.6 RELATING TO CERTIFICATE FOR PARKING PRIVILEGES FOR MOBILITY IMPAIRED, ALL OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO.

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

SECTION 1. Section 10-0115 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

10-0115. ADMINISTRATIVE HEARING/WAIVER. ~~Any~~If a person ~~has~~ having information that a licensed retailer of alcoholic beverages has violated any provisions of this chapter, ~~the person~~ may file with the City Attorney an affidavit specifically ~~setting forth such explaining the violation within fourteen (14) days of the date of the alleged violation. Upon receipt of such~~ If a person timely files an affidavit under this section, the City Attorney sets the matter for hearing not later than the next regular meeting of the Liquor Control Board. A copy of this affidavit and notice of hearing must be mailed to the licensee by registered mail not less than five (5) days before such hearing.

1. The City Attorney will notify the licensee of the reason for the hearing, and specify the time and place of the hearing. The notice, and affidavits filed in support of the suspension or revocation, are served in the same manner as provided by law with the service of the summons in the civil action, or by certified mail.
2. A record of the hearing must be made by the use of an electronic recording device, or otherwise. If after such hearing, the Liquor Control Board determines that sufficient cause exists for the suspension or revocation of the license issued pursuant to the provisions of this chapter, the Liquor Control Board may make its order for immediate suspension or revocation of the license.
3. If after such hearing the Liquor Control Board finds the violations charged in the affidavit have been proved by the evidence, an order must be served on the licensee revoking or suspending the licensee's license for a period of time. Such action may be appealed to the City Commission, who will hear and decide the appeal. The City Commission may affirm, modify, or deny the appeal by issuing a written decision. The appeal to the City Commission must be commenced by following the procedure set forth in Section 10-0103. The decision of the City Commission may

be appealed to the district court by following the appeal procedure set forth in chapter N.D.C.C. § 28-34-01, except that the order revoking or suspending the license is inoperative while the appeal is pending. (N.D.C.C. § 05-02-11).

SECTION 2. Section 10-0138 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby created and enacted to read as follows:

10-0138. EVIDENCE OF AN INDIVIDUAL UNDER TWENTY-ONE YEARS OF AGE IN LICENSED PREMISES – PROOF OF IDENTIFICATION – REFUSAL – PENALTY.

1. If a peace officer has reasonable and articulable suspicion that an individual under the age of twenty-one is in a licensed premises for a purpose prohibited under section 10-0120, the peace officer may request the individual to furnish a nondriver photo identification card or an operator's license to verify the individual's age.
2. An individual who refuses to provide proof of identification upon request is guilty of an infraction.
3. If an individual charged with an infraction under this section produces a nondriver photo identification card or an operator's license before the final disposition of the infraction establishing the individual was twenty - one years of age or older at the time of the peace officer's request to furnish identification, the prosecuting attorney shall dismiss the infraction against the individual.

(Source: North Dakota Cent. Code § 5-02-06.1)

SECTION 3. Section 12-0202 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

12-0202. HARASSMENT.

1. As used in this section “robot” means an artificial object or system that senses, processes, and acts using technology, including the associated elements, communication links, and artificial intelligence. The term includes remotely piloted aircraft.
- ~~12.~~ A person is guilty of an offense if, with intent to frighten or harass another, the person:
 - a. Communicates in writing or by telephone a threat to inflict injury on any person, to any person’s reputation, or to any property;
 - b. Makes a telephone call anonymously or in offensively coarse language;

- c. Makes or causes to be transmitted repeated telephone calls, text messages, email communications, or other forms of electronic communication, whether or not a conversation ensues, with no purpose of legitimate communication; ~~or~~
 - d. Communicates a falsehood in writing or by telephone and causes mental anguish; or
 - e. Uses a robot to engage in offensive conduct with no legitimate purpose.
- ~~23.~~ The offense is a class A misdemeanor if it is under subdivision a of subsection 1 or subsection 4. Otherwise it is a class B misdemeanor.
- ~~34.~~ Any offense defined herein and committed by use of a telephone may be deemed to have been committed at either the place at which the telephone call or calls, text message or messages, electronic mail or other forms of electronic communication were made or at the place where the telephone call or calls, text message or messages, electronic mail or other forms of electronic communication were received.
- ~~45.~~ A person who telephones a 911 emergency line with the intent to annoy or harass another person or who makes a false 911 report is guilty of a class A misdemeanor.
- a. Intent to annoy or harass is established by proof of one or more calls with no legitimate 911 purpose.
 - b. Upon conviction of a violation of this subsection, a person is also liable for all costs incurred by any unnecessary emergency response.
- ~~56.~~ Any offense defined herein is deemed communicated in writing if it is transmitted electronically, by electronic mail, facsimile, text message, or other similar means.

(Source: North Dakota Cent. Code § 12.1-17-07)

SECTION 4. Section 13-0202 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

13-0202. DRIVING WHILE LICENSE SUSPENDED OR REVOKED.

- 1. Except as provided in Section 39-06.1-11 of the North Dakota Century Code, an individual who operates a motor vehicle on a highway or on public or private areas to which the public has a right of access for vehicular use in this state while an individual's operator's license is suspended or revoked in any jurisdiction is guilty of a class B misdemeanor for the first, second or third offense within a five-year period. Any subsequent offense within the same five-year period is a class A misdemeanor.

2. If a suspension or revocation was imposed for violation of Section 39-08-01 of the North Dakota Century Code or equivalent ordinance or was governed by Section 39-06-31 or Chapter 39-20, the sentence must be at least four (4) consecutive days' imprisonment and such fine as the court deems proper. The execution of sentence may not be suspended or the imposition of sentence deferred under Subsection 3 or 4 of Section 12.1-32-02 of the North Dakota Century Code. Forfeiture of bail is not permitted in lieu of the defendant's personal appearance in open court for arraignment on a charge under this subsection.
3. A court may dismiss a charge under this section upon motion by the defendant if the defendant's operator's license is reinstated within sixty days of the date of the offense and the defendant provides to the court satisfactory evidence of the reinstatement. Alternatively, upon motion, a court may grant a motion to amend a charge under this section to a violation of section 13-0312.
4. In addition to any other punishment imposed, the court may order the number plates of the motor vehicle owned and operated by the offender at the time of the offense to be destroyed by the sheriff. If a period of suspension has been extended under Subsection 6 of Section 39-06-17 of the North Dakota Century Code, the court may order the number plates to be destroyed in accordance with this subsection. The offender shall deliver the number plates to the court without delay at a time certain as ordered by the court following the conviction. The court shall deliver the number plates to the sheriff and notify the department of the order. An offender who does not provide the number plates to the court at the appropriate time is subject to revocation of probation.
5. The municipal judge may order destruction of motor vehicle number plates by the office of the police officer that made the arrest in the manner provided in subsection 4.

(Source: North Dakota Cent. Code § 39-06-42)

SECTION 5. Section 13-0304 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

13-0304. PROPER DISPLAY OF LICENSE UPON VEHICLE. It shall be unlawful for any person to commit any of the following acts:

1. To operate or drive a vehicle on the public highways of this state unless the vehicle has a distinctive number assigned to it by the department, and two number plates, bearing the distinctive number conspicuously displayed, horizontally and in an upright position, one on the front and one on the rear of the vehicle, each securely fastened, except number plates assigned to a motorcycle, trailer, or housetrailer must be attached to the rear thereof. An individual may operate a motor vehicle on a public highway with a valid temporary registration permit. A temporary

registration permit obtained from the department of transportation or a licensed motor vehicle dealer must be displayed on the rear window, the rearmost driver's side window, or in the location of the rear license plate. The temporary registration permit must be clearly visible and free of any obstructions. When only one number plate is furnished for an apportioned vehicle licensed under the international registration plan as authorized in Section 39-19-04 North Dakota Cent. Code, truck tractor, or semitrailer, the plate must be attached to the front of the apportioned vehicle or truck tractor and the rear of the semitrailer. The bottom of each number plate must be at a height of not less than twelve (12) inches [30.48 centimeters] above the level surface upon which the vehicle stands. Each plate must be mounted in a manner that does not cover any words, letter, or number on the plate. As far as is reasonably possible, the plates must at all times be kept free and clear of mud, ice, or snow so as to be clearly visible and all number plates, markers, or evidence of registration or licensing except for the current year must be removed from the vehicle. All vehicle license plates issued by the department continue to be the property of the state of North Dakota for the period for which the plates are valid. An annual registration tab or sticker for the current registration year must be displayed on each number plate, in the area designated by the department for the tab or sticker, in those years for which tabs or stickers are issued in lieu of number plates;

2. To operate, or for the owner of the vehicle to knowingly permit anyone to operate, upon a highway any vehicle, the registration of which has been canceled or revoked, or which is not registered, or which does not have attached thereto and displayed thereon a current number plate, plates, temporary registration permit or validation tabs assigned thereto by the Registrar of the Motor Vehicle Department of the State of North Dakota, or his appropriate counterpart from another state, subject to the exemptions allowed in this chapter;
3. To display or cause to be displayed, or to have in possession any registration card, registration number plate, temporary registration permit, or validation tabs knowing the same to be fictitious or to have been canceled, revoked, suspended, or altered;
4. To lend any registration number plate, registration card, temporary registration permit, or validation tabs to any person not entitled thereto, or knowingly permit the use of any registration number plate or registration card by any person not entitled thereto;
5. To fail or refuse to surrender to the department, upon demand, any registration card, registration number plate, temporary registration permit, or validation tab which has been suspended, canceled, or revoked as is provided in this chapter;
6. To use a false or fictitious name or address in any application for the registration of any vehicle, or for any renewal or duplicate thereof, or knowingly to make a false statement or knowingly to conceal a material fact or otherwise to commit a fraud in any application;

7. The highway patrol and all other road or police officers shall enforce the provisions of this chapter;
8. To operate, or for the owner thereof knowingly to permit anyone to operate a motor vehicle on a highway if the owner is employed in this state on a temporary or full-time basis, is a resident of the state, and does not have a temporary registration permit when required under subsection 1 of section 39-04-18.2 of the North Dakota Century Code. As used in this subsection, the term "resident" means a resident as defined under subsection e of subsection 2 of section 39-04-18; and
9. Any person violating any of the provisions of this section for which another penalty is not specifically provided is guilty of a class B misdemeanor.

(North Dakota Cent. Code § 39-04-37)

SECTION 6. Section 13-0309 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

13-0309. CARELESS DRIVING.

1. No person may drive a vehicle at a speed greater than is reasonable and prudent under the conditions and ~~having~~shall drive with regard to ~~the existing~~ actual and potential hazards ~~then existing~~. ~~Consistent with the foregoing, e~~Every person shall drive at a safe and appropriate speed when approaching and crossing an intersection or railroad grade crossing, when approaching and going around a curve, when approaching a hill crest, when traveling upon any narrow or winding roadway, and when special hazards exist with respect to pedestrians, ~~or other traffic, or by reason of~~ weather, or highway conditions. Any person who drives a vehicle upon a highway or private or public property open to the public for the operation of motor vehicles ~~without heed~~in violation of the requirements or restrictions of this section has committed careless driving.
2. An individual is guilty of an infraction if the individual violates subsection 1 of this section and:
 - a. Causes and inflicts injury uponon the person of an operator of snow removal equipment engaged in snow removal operations or causes;
 - b. Causes and inflicts injury on the person of:
 - (1) A first responder acting within their official capacity and displaying a visible flashing, revolving, or rotating blue, white, or red light, or hazard warning signal, while stationary on the side of a roadway;
 - (2) The operator or occupant of an authorized emergency vehicle acting within their official capacity and displaying a visible flashing,

revolving, or rotating blue, white, or red light, or hazard warning signal, while stationary on the side of a roadway; or
(3) An individual assisting another individual displaying a visible hazard warning light while stationary on the side of a roadway;

c. Causes damage in excess of one thousandfour thousand dollars to snow removal equipment engaged in snow removal is guilty of an infraction; or

d. Causes damage in excess of four thousand dollars to an authorized emergency vehicle.

3. As used in this section, "snow removal equipment" means a vehicle that is operated by a personan individual employed by or on behalf of an authority in charge of the maintenance of the highway to perform winter maintenance snow and ice removal, including plowing, hauling away, salting, and sanding.

(Source: North Dakota Cent. Code § 39-09-01)

SECTION 7. Section 13-0703 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

13-0703. ONE-WAY STREETS AND ALLEYS.

1. Upon one-way streets and alleys, vehicular traffic shall move only in the indicated direction when signs indicating the direction of traffic are erected and maintained.
2. A vehicle passing around a rotary traffic island must be driving only to the right of such island.
3. After a vehicle enters a rotary traffic island, the vehicle may ~~not~~ exit from any position within the rotary traffic island without ~~first~~ giving a signal of intention to exit the rotary traffic island.

SECTION 8. Section 13-0921 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted by adding a new paragraph 7 to read as follows, and any subsequent paragraphs will be renumbered:

13-0921. AUTHORIZED EMERGENCY VEHICLES.

* * *

7. A Class B authorized emergency vehicle may display a flashing blue light when the vehicle is stopped on a highway. A Class B authorized emergency vehicle may not

display a flashing blue light when transporting another vehicle or when traveling on a highway.

SECTION 9. Section 13-1506 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

13-1506. WINDSHIELDS MUST BE UNOBSTRUCTED AND EQUIPPED WITH WIPERS - TINTED WINDOWS.

1. A motor vehicle must be equipped with a windshield. No person shall drive a motor vehicle with any sign, poster, frost, condensation, or other nontransparent material upon or in place of the front windshield, side wings, side or rear windows of such motor vehicle, other than a certificate or other paper required to be so displayed by law.
2. The windshield on every motor vehicle shall be equipped with a device for cleaning rain, snow or other moisture from the windshield, which device shall be so constructed as to be controlled or operated by the driver of the vehicle.
3. Every windshield wiper upon a motor vehicle must be maintained in good working order.
4. An individual may not operate a motor vehicle with any object, material, or tinting displayed, affixed, or applied on the front windshield or any window unless the object, material, or tinting in conjunction with the windshield upon which it is displayed, affixed, or applied has a light transmittance of at least seventy percent or the object, material, or tinting in conjunction with a window other than the windshield upon which it is displayed, affixed, or applied has a light transmittance of at least ~~fifty~~thirty-five percent. This subsection does not apply to windows behind the operator if the motor vehicle is equipped with outside mirrors on both sides ~~that~~which meet the requirements of Section 13-1505.
5. Subsection 4 does not apply to nonreflective sunscreening or window tinting material above the AS-1 line or within the top five inches (12.7 centimeters) of the windshield.
6. A windshield may not be shattered or in such a defective condition that the windshield materially impairs or obstructs the driver's clear view.

(Source: North Dakota Cent. Code § 39-21-39 and 39-21-39.1)

SECTION 10. Section 13-1506 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

13-1515. FLASHING LIGHTS, PROHIBITION. Flashing lights are prohibited except on an authorized emergency vehicle, school bus, snow removal equipment, a vehicle owned by a funeral home, which may display a flashing purple light only while used for the purpose of escorting a funeral procession, or on any vehicle as a means of indicating a right or left turn, or the presence of a vehicular traffic hazard requiring unusual care in approaching, overtaking or passing.

SECTION 11. Section 13-1623.6 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

13-1623. PARKING PRIVILEGES FOR MOBILITY IMPAIRED - CERTIFICATE - REVOCATION.

* * *

6. A certificate issued under this section must be hung from the rearview mirror or placed on the dashboard of the motor vehicle whenever the vehicle is occupying a space reserved for the mobility impaired and is being used by a mobility-impaired person or another person for the purposes of transporting the mobility-impaired person. No part of the certificate may be obscured. A fee of five dollars may be imposed for a violation of this subsection.

SECTION 12. 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:

ORDINANCE NO. 1259

AN ORDINANCE TO REPEAL AND REENACT CHAPTER 15-07 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO RELATING TO FOOD ESTABLISHMENTS.

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

SECTION 1. Chapter 15-07 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby repealed and reenacted to read as follows:

~~CHAPTER 15-07~~

~~FOOD ESTABLISHMENTS~~

~~Source: Ord. 1165, Sec. 1 (2021)~~

SECTIONS:

- ~~15-0701. Definitions.~~
- ~~15-0702. Regulations by Health Department.~~
- ~~15-0703. Approval of Construction Plans.~~
- ~~15-0704. Food Establishments to be Kept Clean.~~
- ~~15-0705. Inspection of Food Establishments.~~
- ~~15-0706. Food Establishments Inspection of Premises Inspection Fee Suspension or Revocation of License.~~
- ~~15-0707. Unwholesome Food, Water, or Other Provisions Not to be Brought Into City.~~
- ~~15-0708. Sale of Meat and Poultry Regulations.~~

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- ~~15-0701. DEFINITIONS. In this chapter, unless the context otherwise requires,~~
 - ~~1. "Health Department" shall mean Fargo Cass Public Health Department and its authorized designees and representatives.~~
 - ~~2. "License" shall mean a written authorization to operate issued by the Health Department.~~
 - ~~3. "Misbranded" shall mean food, if in packaged form, that lacks a label containing the name and place of business of the manufacturer, packer, or distributor; or an accurate statement of the contents; or if it is offered for sale under the name of another food or if it purports to be or is represented as a food for which a definition and standard identity has been prescribed and it is not.~~

~~4. "Proprietor" shall mean the person in charge of a food establishment, whether as owner, lessee, manager, or agent.~~

~~15-0702. REGULATION BY HEALTH DEPARTMENT. The Health Department and agents and employees thereof, shall have authority to regulate the public health and safety in the City of West Fargo concerning use, design, operation, and maintenance of food establishments and shall have such authority to adopt regulations, rules, standards, and practices. Such regulations, rules, standards, and practices approved by the Health Department, are hereby adopted by reference and fully incorporated herein, including any amendments hereinafter adopted, and shall be controlling within the jurisdiction of the Health Department.~~

~~No person shall own, operate, or allow to be occupied a food establishment without a license for such issued by the Health Department.~~

~~15-0703. HEALTH DEPARTMENT APPROVAL OF CONSTRUCTION PLANS. Before work is commenced on the construction of a food establishment, the plans and specifications shall have been approved by the Health Department.~~

~~15-0704. FOOD ESTABLISHMENTS TO BE KEPT CLEAN. Every person keeping, maintaining, or being in charge of any public or private food establishment shall keep such public or private food establishment in a clean, pure, and wholesome condition; and if any such person shall allow or permit the same to be, become, or remain unclean, impure, or unwholesome, such person shall be guilty of a violation of this chapter.~~

~~15-0705. INSPECTION OF FOOD ESTABLISHMENTS. Every food establishment shall be inspected by the Health Department as often as necessary to determine compliance with this chapter. Frequency of inspections shall be based on a system of risk categorization which involves types of foods served, the preparation steps these foods require and population served. It shall be the duty of the Health Department to visit, as often as required, each public and private food establishment to examine and carefully inspect all such meat, fish, oysters, birds or fowls, vegetables, fruit, or other provisions, and if any adulterated, misbranded, mislabeled, unhealthy, unwholesome, or deleterious meat, fish, oysters, birds, or fowls, vegetables, fruit, or other provisions so intended for sale or other disposition as human food is found in or about any such public or private food the Health Department shall at once give the person in charge or temporarily in charge of the same notice to remove at once the same out of said City or to such place as the Health Department shall direct or to destroy the same. The person in whose custody and possession the same shall be found to be shall at once remove the same out of the City or to such place as the Health Department shall direct or destroy the same as may be directed. The Health Department, if deemed advisable, may take possession of such unhealthy, unwholesome meat, fish, oysters, birds, fowls, vegetables, fruit, or other provisions so intended for sale or other disposition as human food and destroy the same at the expense of the person in whose custody such unwholesome provisions are found. Furthermore, based upon inspection findings or other evidence, the Health Department may impound any food that is found to be, or suspected of being, contaminated or adulterated and impound equipment or utensils that are found to be unsanitary or in such disrepair that food, equipment, or utensils may become contaminated or adulterated. No food, equipment, or utensils impounded shall be used unless the impoundment has been released.~~

~~15-0706. FOOD ESTABLISHMENTS — INSPECTION OF PREMISES — INSPECTION FEE. SUSPENSION OR REVOCATION OF LICENSE.~~ The Health Department shall have free access to all food establishments at any reasonable time for purposes of inspection. The Health Department may enter, inspect, photograph, and secure any sample, photographs, or other evidence from every food service establishment, for the purpose of enforcing this chapter. A written report of the inspection shall be made and a copy shall be provided to the owner, manager, or operator of the food establishment, subject to the requirements of this chapter, refuses to permit entry or inspection, the taking of samples, photographs, or other evidence or otherwise attempts to conceal samples or evidence, the Health Department may obtain an administrative search warrant to obtain the same. All food establishments shall pay an annual license fee in an amount to be established by resolution of the Board of City Commissioners, said fee payable prior to January 1 of each year. A license shall be issued when a pre-operational inspection has determined that the proposed food establishment and its method of operation will conform to the requirements of this chapter. A license, once issued, is nontransferable. A license shall be valid only for the person, location, type of food sales, or distribution activity approved and, unless suspended or revoked for cause, for the time period indicated. The license shall be posted in a conspicuous place in the food establishment. Fees shall be sufficient to cover the actual expenses of administering and enforcing this program, including the expenses of inspecting.

~~Whenever the proprietor of a food establishment has been convicted of a violation of this chapter and for a period of ten (10) days after the conviction fails to comply with any provision of this chapter, the Health Department may suspend or revoke the proprietor's license. Any license may be suspended or revoked by the Health Department for violation of this chapter. Any food establishment for which the license has been suspended, shall close and remain closed until the Health Department has conducted a re-inspection and found the food establishment to be in compliance with this chapter. The Health Department may suspend any license to operate or direct any food establishment to close if:~~

- ~~A. Immediate danger to the public health or safety is found, unless the danger is immediately corrected. The Health Department may temporarily suspend the license and order the food establishment immediately closed. Immediate danger to the public health and safety means any condition, based upon inspection findings or other evidence, that can cause food infection, food intoxication, disease transmission, rodent or insect infestation, or hazardous condition, including, but not limited to, unsafe food temperature, sewage contamination, non-potable water supply, or an employee who is a carrier of a communicable disease;~~
- ~~B. Operations, facilities, or equipment in the food establishment fail to comply with the requirements of this chapter;~~
- ~~C. The operator fails to submit plans as required in this chapter or an inspection indicates that construction or renovation at the facility is not in substantial compliance with the requirements of this chapter;~~
- ~~D. The operator fails to submit a license application for a food establishment or change of operator;~~

- ~~—— E. — The operator was not granted a license under the requirements of this chapter;~~
- ~~—— F. — The holder of the license does not remit the annual renewal fee;~~
- ~~—— G. — The holder of the license does not comply with the requirements of this chapter; or,~~
- ~~—— H. — Interference with the Health Department or its agents and assistants in the performance of its duties has occurred.~~

~~—— When the Health Department has suspended a food establishment license, the person in charge:~~

- ~~—— A. — Shall immediately cease all food service operations;~~
- ~~—— B. — Shall be notified in writing by the Health Department that the food establishment license is immediately suspended upon service of the notice and that the suspension shall remain in effect until the Health Department finds the operation to be in compliance with the requirements of this chapter, and that the suspension may be lifted;~~
- ~~—— C. — May request a hearing by filing a written request for a hearing with the Health Department within 10 days of receipt of the notice of suspension; and,~~
- ~~—— D. — Shall be notified, if a written request for a hearing is not filed within 10 days, that the suspension is sustained.~~

~~—— Any food establishment owner whose license has been suspended may, at any time, request a re-inspection for the purpose of reinstatement of the license. A re-inspection may only be requested if the conditions causing the suspension have been corrected.~~

~~—— In the event a license has been revoked by the Health Department for violation of this chapter, the provisions of this section pertaining to suspension of said license will be applicable, including the effect of revocation, the notification requirement and the right to a hearing, except that any food establishment for which the license has been revoked shall be, and remain, closed by the licensee until the Health Department has conducted a re-inspection and has determined that the food establishment is in compliance with this chapter and the licensee has paid the re-instatement license fee.~~

~~—— The Health Department may, after providing opportunity for a hearing, modify, suspend, or revoke a license for serious or repeated violations of any of the requirements of this chapter or for interference in the performance of the duty of the Health Department or its agents and assistants.~~

~~—— 15 0707. — UNWHOLESOME FOOD, WATER, OR OTHER PROVISIONS NOT TO BE BROUGHT INTO CITY. No meat, fish, oysters, birds or fowls, vegetables, fruit, water, ice, beverages, or other provisions of any kind not being then healthy, fresh, sound, wholesome, and safe for human food, nor any part of any animal, fish or fowl that died by accident or from disease,~~

~~shall be brought into the City, or sold, offered, or held for sale at any public or private establishment.~~

~~15-0708. SALE OF MEAT AND POULTRY REGULATIONS. No meat or meat products, poultry or poultry products intended for human consumption shall be sold or offered for sale or service within the City unless slaughtered and processed in a federal or state inspected packing plant, slaughterhouse or by the agency that has animal health jurisdiction; all such meat and meat products and poultry and poultry products must be plainly stamped with a state or federal mark of inspection.~~

CHAPTER 15-07

CONTROL AND REGULATION OF FOOD ESTABLISHMENTS

SECTIONS:

- 15-0701. Definitions.
- 15-0702. Operation of a Food Establishment – License Required.
- 15-0703. Inspection of Food Establishments.
- 15-0704. Food Establishments - License Suspension, Revocation, and Closure.
- 15-0705. Food Product Sources, Specifications, and Additives.
- 15-0706. Penalty.

15-0701. DEFINITIONS. In this chapter, unless the context otherwise requires,

1. "Food" shall mean a raw, cooked, or processed edible substance, ice, beverage, or ingredient used or intended for use or for sale in whole or in part for human consumption.
2. "License" shall mean a written authorization to operate a food establishment issued by the Public Health Department.
3. "Proprietor" shall mean the person in charge of a food establishment, whether as an owner, lessee, licensee, manager, or agent.
4. "Public Health Department" shall mean Fargo Cass Public Health, or any name by which such department shall be known hereafter, and its authorized representatives.

15-0702. OPERATION OF A FOOD ESTABLISHMENT – LICENSE REQUIRED. No person shall operate a food establishment without first applying for and obtaining a license issued by the Public Health Department. A license shall be issued when a pre-operational inspection has determined that the proposed food establishment and its method of operation will conform to the requirements of this chapter. A license, once issued, is nontransferable. The initial application for a license shall extend from the date of issuance until year-end. Thereafter, the food establishment license may be renewed annually on January 1. All food establishments shall pay an annual license

fee in an amount to be established by resolution of the Board of City Commissioners, said fee payable prior to January 1 of each year.

15-0703. INSPECTION OF FOOD ESTABLISHMENTS. Every food establishment shall be inspected by the Public Health Department as often as necessary to determine compliance with this chapter. Frequency of inspections shall be based on a system of risk categorization which involves types of foods served, the process steps these foods require, and the population served. It shall be the duty of the Public Health Department to visit, as often as required, each licensed food establishment to examine and carefully inspect all such food.

If any adulterated, misbranded, mislabeled, unhealthy, unwholesome, or unapproved food or ingredient so intended for sale or human consumption is found in a licensed food establishment, the Public Health Department shall immediately notify the person in charge. The Public Health Department, if deemed advisable, may take possession of such questioned food so intended for sale or human consumption and destroy the same at the expense of the person in whose custody such unwholesome provisions are found.

Furthermore, based upon inspection findings or other evidence, the Public Health Department may embargo any food that is found to be, or suspected of being, contaminated or adulterated and embargo equipment or utensils that are found to be unsanitary or in such disrepair that food, equipment, or utensils may become contaminated or adulterated. No embargoed food, equipment, or utensils shall be used unless the embargo has been released.

The Public Health Department shall have free access to all food establishments at any reasonable time for purposes of inspection. The Public Health Department may enter, inspect, photograph, and secure any sample, photographs, or other evidence from the food establishment, for the purpose of enforcing this chapter. A written report of the inspection shall be made, and a copy shall be provided to the food establishment. It shall be a violation of this chapter for any person or establishment subject to the requirements of this chapter to refuse entry or inspection, the taking of samples, photographs, or other evidence or who otherwise attempts to conceal samples or evidence. The Public Health Department may obtain an administrative search warrant to obtain the same.

15-0704. FOOD ESTABLISHMENTS – LICENSE SUSPENSION, REVOCATION, AND CLOSURE.

1. Authority of the Public Health Department. The Public Health Department may modify, suspend, or revoke a food establishment license for serious or repeated violations of this chapter or for interference with the Public Health Department's duties. Before taking such actions, the Public Health Department will provide an opportunity for a hearing, except in cases requiring immediate suspension.
2. Immediate Closure. The Public Health Department may immediately direct closure of any food establishment if:
 - a. An inspection or examination of employees, food records, or other relevant means (as specified in the currently adopted FDA Food Code) determines that

an Imminent Health Hazard exists. An Imminent Health Hazard includes, but is not limited to:

- i. Fire, flood, or extended interruption of electrical or water service;
 - ii. Sewage backup or misuse of poisonous or toxic materials;
 - iii. Apparent foodborne illness outbreak;
 - iv. Grossly unsanitary conditions; or
 - v. Any other circumstance endangering public health.
- b. The food establishment's operations, facilities, or equipment fail to comply with the requirements of this chapter;
- c. The proprietor fails to submit required plans or the facility's construction or renovation is not substantially compliant with the requirements of this chapter;
- d. The proprietor fails to submit a license application for a new food establishment or a change of ownership;
- e. The proprietor was not granted a license under the requirements of this chapter;
- f. The proprietor does not pay the annual renewal fee by December 31 of the calendar year;
- g. The proprietor does not comply with the requirements of this chapter; or
- h. The proprietor or staff interfere with the Public Health Department or its agents in the performance of its duties.

3. Suspension of License.

- a. A license may be temporarily suspended for noncompliance with this chapter or failure to comply with an implemented risk control plan.
- b. A food establishment with a suspended license must cease operations immediately and remain closed until:
 - i. The Public Health Department conducts a re-inspection; and
 - ii. Compliance with this chapter is verified.
- c. The proprietor may request a re-inspection for reinstatement, provided that all violations have been corrected.

- d. When a license is suspended, the proprietor:
 - i. Must immediately cease all food operations;
 - ii. Will receive written notice of the suspension, its immediate effect, and the conditions for reinstatement;
 - iii. May request a hearing with the Board of City Commissioners by submitting a written request to the Public Health department within ten (10) days of receiving the suspension notice; and
 - iv. Will be informed that failure to request a hearing within ten (10) days results in the suspension being sustained.

4. Revocation of License.

- a. The Public Health Department may revoke a license for serious or repeated violations, failure to comply with a suspension order, or interference with Public Health Department duties. Before revocation, the proprietor will have the opportunity for a hearing as outlined in the suspension procedures.
- b. Revocation Consequences and Reinstatement:
 - i. The food establishment must remain closed until compliance is demonstrated.
 - ii. The proprietor must present evidence of changed circumstances justifying a new license
 - iii. A new license may only be issued if:
 - 1. The Public Health Department conducts a re-inspection and confirms compliance.
 - 2. The proprietor properly reapplies under this chapter; and
 - 3. The reinstatement license fee is paid.

15-0705. FOOD PRODUCT SOURCES, SPECIFICATIONS, AND ADDITIVES. The following regulations apply to all food sources, specifications, and additives used in a food establishment:

- 1. No person shall sell, offer, or hold for sale any food that is unsafe, unwholesome, or derived from an animal, fish, or fowl that died from disease or accident or was not slaughtered and processed under federal or state inspection. The Public Health Department shall have the discretion to determine whether food is healthy, fresh, sound, and wholesome.

2. Food prepared in a private home kitchen may not be used or offered for human consumption in a food establishment.
3. Packaged food shall be labeled as specified by law.
4. Food may not contain unapproved food additives and must be "generally recognized as safe" ("GRAS") by the FDA.

15-0706. PENALTY. A person who willfully violates this ordinance is guilty of a Class B misdemeanor. Every person, firm or corporation violating an ordinance which is punishable as a Class B misdemeanor shall be punished by a fine not to exceed \$1,500, or by imprisonment not to exceed thirty (30) days, or by both such fine and imprisonment, in the discretion of the court; the court to have power to suspend said sentence and to revoke the suspension thereof.

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 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: