

Meeting Items

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
- D. Approve Order of Agenda
- E. Approval of Minutes -- September 8, 2025
- F. Approval of Special Assessment Meeting Minutes -- September 15, 2025
- G. Building Permits

Consent Agenda - Approve the Following:

- a. Bills
- b. A25-20 McMahon Estates 3rd Addition, request for Conditional Use Permit for accessory structure
- c. A25-18 Sterling Industrial 8th Addition, request for Final Plat approval
- d. NDDOT FLEX Funding Applications
 - Approve submitting NDDOT FLEX Fund Grant Applications
- e. Financial Report as of July 31, 2025
- f. Financial Report as of August 31, 2025
- g. Gaming Site Authorization for Devils Lake American Legion Post 24 at The Lights Event Center
- h. Games of Chance for Tech Team Wrestling Club
- i. Games of Chance for Holy Cross Catholic Church

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 to attend. City Commission Meeting Public Comment | West Fargo, ND (westfargond.gov)
- 2. Public Hearings (each item will adjourn out of regular meeting into a public hearing)
- 3. 2024 Audit Presentation -- John Hagen, Eide Bailly
- 4. Business Incentive Request - Sign Badgers -- Casey Sanders-Berglund, Director of Economic Development
- 5. Final 2026 City of West Fargo Budget Presentation -- Dustin Scott, City Administrator and Willy Galindo, Director of Finance [City Budget | West Fargo, ND](#)
- 6. A25-16 Bogey 4th Addition, request for access to an arterial street -- Aaron Nelson, Director of Planning and Zoning

7. Second Reading of A25-17 Sheyenne 2nd Addition, request for rezoning from R-2 to P
-- Aaron Nelson, Director of Planning and Zoning
8. A25-12 FMD-Mapleton Subdivision, request for Final Plat approval -- Aaron Nelson, Director of Planning and Zoning
9. A25-13 FMD-Warren 1st Subdivision, request for Final Plat approval -- Aaron Nelson, Director of Planning and Zoning
10. 2025 Sewer Budget Adjustment -- Matt Andvik, Director of Public Works
11. Improvement District No. 3009 – 1st Ave E Reconstruction (Sheyenne St. to 4th St E)
-- Dan Hanson, Director of Community & Development
 - Approve Engineer's Report and Direct Engineer to prepare Plans and Specifications
12. Project No. 1351 – Sanitary Lift Station (SA-27) Rehabilitation -- Jerry Wallace, City Engineer
 - Accept Bid and Award Contract
13. Improvement District No. 3008 – Meadowridge Development Reconstruction
-- Jerry Wallace, City Engineer
 - Approve Engineer's Report, Direct Engineer to prepare both Plans and Specifications, and Task Order for "Basic Services"
14. Resolution Authorizing Participation in National Opioid Settlements -- Katie Schmidt, City Attorney
15. Appoint a representative and an alternate for Cass Clay Interagency Council on Homelessness -- Dustin Scott, City Administrator
16. City Administrator's Report -- Dustin Scott, City Administrator
17. Correspondence
18. Non-Agenda Items
19. 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, September 8, 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 were no Commissioners absent from the meeting.

D. Approve Order of Agenda

Commissioner Jorgensen moved and Commissioner Zundel 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 – August 18, 2025

Commissioner Olson moved and Commissioner Anderson seconded to approve the minutes of August 18, 2025. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve the minutes of August, 2025, was declared carried.

F. Building Permits

Commissioner Zundel moved and Commissioner Olson seconded to approve the building permits. Commissioners Jorgensen recused himself; Commissioner Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve the building permits, was declared carried by a 4:0 vote.

Consent Agenda - Approve the Following:

a. Bills

b. Site Authorization for RMEF Nodak Inc at The Lights

c. Games of Chance for St. John Paul II Catholic Schools at Trinity Elementary

d. Games of Chance for Dakota Southeast Chapter of Pheasants Forever Inc

e. Games of Chance for West Fargo Lions Club

Commissioner Anderson moved and Commissioner Jorgensen seconded to approve the consent agenda. Commissioner 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 to attend. City Commission Meeting Public Comment | West Fargo, ND (westfargond.gov)

One member of the public spoke during this time, Mr. David Withee.

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

- a. Public Hearing on A25-17 Sheyenne 2nd Addition, request for rezoning from R-2 to P -- Aaron Nelson, Director of Planning and Zoning**
- b. Public Hearing on the 2026 Preliminary Budget -- Dustin Scott, City Administrator**
During the Public Hearing, comments will only be received on budget-specific items.

City Budget | West Fargo, ND

3. Review of 2026 Final Budget -- Dustin Scott, City Administrator

No action was taken, this was informational only.

4. A25-19 Galvanizers Addition, request for final plat approval -- Aaron Nelson, Director of Planning and Zoning

Commissioner Jorgensen moved and Commissioner Anderson seconded to approve A25-19 Galvanizers Addition, request for final plat approval. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve A25-19 Galvanizers Addition, request for final plat approval, was declared carried.

5. Park District Service Contract -- Sarah Gasevic, Director of Human Resources

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

6. Accept Bid Withdrawal and Award contract to Manning Mechanical -- Matt Andvik, Director of Public Works

Commissioner Zundel moved and Commissioner Olson seconded to accept Bid withdrawal and Award contract to Manning Mechanical. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to accept Bid withdrawal and Award contract to Manning Mechanical, was declared carried.

7. Improvement District No. 2265 – 9th St & 7th Ave NE Reconstruction -- Dan Hanson, Senior Director of Community & Development

- **Approve both an Engineer's Report and Plans and Specifications, Direct Ad for bids and Approve Resolution of Necessity**

Commissioner Zundel moved and Commissioner Jorgensen seconded to approve Improvement District No. 2265 – 9th St & 7th Ave NE Reconstruction; approve both an Engineer's Report and Plans and Specifications, Direct Ad for bids and Approve Resolution of Necessity. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve Improvement District No. 2265 – 9th St & 7th Ave NE Reconstruction; approve both an Engineer's Report and Plans and Specifications, Direct Ad for bids and Approve Resolution of Necessity, was declared carried.

8. Project No. 2284 - 2026 HSIP Intersections – Turn Lane Realignments -- Dan Hanson, Senior Director of Community & Development

- **Direct and Approve Engineer's Report, Direct and Approve Plans and Specifications; and Direct Advertisement for Bids by NDDOT**

Commissioner Olson moved and Commissioner Anderson seconded to approve Project No. 2284 - 2026 HSIP Intersections – Turn Lane Realignments; Direct and Approve Engineer's Report, Direct and Approve Plans and Specifications; and Direct Advertisement for Bids by NDDOT. Commissioners Jorgensen, Zundel, Dardis and Olson voted aye. No Commissioners present voted nay, the motion to approve the Project No. 2284 - 2026 HSIP Intersections – Turn Lane Realignments; Direct and Approve Engineer's Report, Direct and Approve Plans and Specifications; and Direct Advertisement for Bids by NDDOT, was declared carried.

9. Second Reading to Create and Enact Ordinance Chapter 2-06 -- Katie Schmidt, City Attorney

- **Approve Ordinance 2-06**

Commissioner Olson moved and Commissioner Jorgensen seconded to approve the Second Reading to Create and Enact Ordinance Chapter 2-06. Commissioners Jorgensen, Zundel, Dardis and Olson voted aye. No Commissioners present voted nay, the motion to approve the Second Reading to Create and Enact Ordinance Chapter 2-06, was declared carried.

10. Closed executive session pursuant to N.D.C.C. § 44-04-19.1(2), (5), and (9) and § 44-04-19.2 for attorney consultation regarding the matter of Associated General Contractors of North Dakota and American Concrete Pavement Association – ND Chapter, Inc. v. City of West Fargo, Case No. 09-2025-CV-02310

The City of West Fargo City Commission went into a Closed executive session pursuant to N.D.C.C. § 44-04-19.1(2), (5), and (9) and § 44-04-19.2 for attorney consultation regarding the matter of Associated General Contractors of North Dakota and American Concrete Pavement Association – ND Chapter, Inc. v. City of West Fargo, Case No. 09-2025-CV-02310, at 6:06 pm and returned at 6:46pm. There was no action taken.

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

- 2024 Audit update, to be presented on September 22, 2025
- Willy Galindo, Director of Finance is working on the RFP for the new ERP system
- Special meeting is scheduled for Monday, September 15 for the review of Special Assessments

12. Correspondence

- Commission President Dardis and Dan Hanson, Senior Director of Community & Development -- Letter from FEMA, had accepted our basement exception, allowing the City of West Fargo to construct basements in the floodplain, following the basic design guides.
- Commissioner Brad Olson – inquired about right turn lanes traveling south bound on Veterans Blvd.

13. Non-Agenda Items

There were no non-agenda items.

14. Adjourn

Commissioner Anderson moved and Commissioner Olson seconded to adjourn. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to adjourn at 6:51 pm, was declared carried.



Meeting Items

A. Call to Order

The West Fargo City Commission meeting was held in the City of West Fargo Commission Chambers on Monday, September 15, 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 were no Commissioners 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.

Regular Agenda

1. Improvement District No. 1337 – New Water Supply, Sewerage, Street Systems, and Incidentals – Wilds 21st Addition – Jerry Wallace, City Engineer

- Public Hearing
- Confirm and Approve Special Assessment List

The Public Hearing was opened and closed. One member of the public spoke during this time.

Commissioner Olson moved and Commissioner Zundel seconded to approve Improvement District No. 1337 – New Water Supply, Sewerage, Street Systems, and Incidentals – Wilds 21st Addition; Confirm and Approve Special Assessment List. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve Improvement District No. 1337 – New Water Supply, Sewerage, Street Systems, and Incidentals – Wilds 21st Addition; Confirm and Approve Special Assessment List, was declared carried.

2. Improvement District No. 1339; Stackyards 1st Addition - New Water Supply, Sewerage, and Incidentals – Jerry Wallace, City Engineer

- Public Hearing
- Confirm and Approve Special Assessment List

Commissioner Olson moved and Commissioner Zundel seconded to approve Improvement District No. 1339; Stackyards 1st Addition - New Water Supply, Sewerage, and Incidentals; Confirm and Approve Special Assessment List. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye.

No Commissioners present voted nay, the motion to approve to approve Improvement District No. 1339; Stackyards 1st Addition - New Water Supply, Sewerage, and Incidentals; Confirm and Approve Special Assessment List, was declared carried.

**3. Improvement District No. 2270 – Traffic Signal at 9th Street W and 32nd Ave W
– Jerry Wallace, City Engineer**

- **Public Hearing**
- **Confirm and Approve Special Assessment List**

Commissioner Zundel moved and Commissioner Olson Improvement District No. 2270 – Traffic Signal at 9th Street W and 32nd Ave W; Confirm and Approve Special Assessment List. Commissioners Jorgensen, Zundel, Dardis and Olson voted aye. Commissioner Anderson voted nay, the motion to approve Improvement District No. 2270 – Traffic Signal at 9th Street W and 32nd Ave W; Confirm and Approve Special Assessment List, was declared carried by a 4:1 vote.

4. Improvement District No. 2271 – Concrete Paving, Street Lighting, Storm Sewer; and Incidentals – 7th Avenue NW & 5th St Ct. NW – Jerry Wallace, City Engineer

- **Public Hearing**
- **Confirm and Approve Special Assessment List**

Commissioner Olson moved and Commissioner Zundel seconded to approve Improvement District No. 2271 – Concrete Paving, Street Lighting, Storm Sewer; and Incidentals – 7th Avenue NW & 5th St Ct. NW; Confirm and Approve Special Assessment List. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve Improvement District No. 2271 – Concrete Paving, Street Lighting, Storm Sewer; and Incidentals – 7th Avenue NW & 5th St Ct. NW, was declared carried.

5. Adjourn

Commissioner Olson moved and Commissioner Jorgensen seconded to adjourn. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to adjourn at 5:51 pm, was declared carried.

**WEST FARGO CITY COMMISSION MEETING
BUILDING DEPARTMENT ACTIVITY REPORT
9/16/2024**

	09/02/2025 Thru 09/18/2025			YEAR TO DATE		
	# PERMITS	# UNITS	VALUATION	# PERMITS	# UNITS	VALUATION
<u>BUILDING NEW</u>						
COMMERCIAL				5		\$ 7,582,000.00
RESIDENTIAL DWELLING	7	7	\$ 2,606,867.00	75	75	\$ 32,479,743.00
RESIDENTIAL TWINHOME						
RESIDENTIAL TOWNHOME						
RESIDENTIAL MULTIPLE						
PUBLIC						
CHURCH						
ACCESSORY	15		\$ 379,453.00	121		\$ 2,353,495.00
FOUNDATION ONLY	3		\$ 988,250.00	6		\$ 2,732,512.00
<u>BUILDING REMODEL</u>						
COMMERCIAL	2		\$ 458,000.00	25		\$ 9,234,306.00
RESIDENTIAL	10		\$ 541,780.00	126		\$ 4,599,923.00
PUBLIC				10		\$ 5,805,588.00
CHURCH				1		\$ 38,000.00
ACCESSORY				3		\$ 261,710.00
<u>BUILDING OTHER</u>						
DEMOLITION				2		\$ 5,284.00
MOVE				1		\$ 2,000.00
PERMIT CANCELLATION				1		\$ (5,250,000.00)
TOTALS	37	7	\$ 4,974,350.00	376	75	\$ 59,844,561.00

WEST FARGO CITY COMMISSION MEETING
Building Department Report - Summary

1

NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
250818	Premium Decks, Inc.	3756 HOUKOM DR E	MIRELA & JASON W PIKE	\$ 20,000.00	Accessory - Deck
250743	Deck Builders, Inc.	249 34 AVE E	DANELLE WOLNIK	\$ 24,200.00	Accessory - Deck
250806	Deck Builders, Inc.	1872 7 ST W	THOMAS M & SUSAN K VOSS	\$ 19,150.00	Accessory - Deck
250708	Onyx Exteriors LLC	1737 HUNTINGTON CT	DANIEL & SUSAN THORSTAD	\$ 24,100.00	Remodel - Residential - Replace Siding
250828	DEREK D & LISA M GILBERTSON	224 15 AVE W	DEREK D & LISA M GILBERTSON	\$ 5,000.00	Accessory - Structure
250858	Northland Sheds, Inc.	201 MORRISON ST	BRIAN A ASLESON	\$ 7,400.00	Accessory - Structure
250554	DAVID & MINDY BUENG	406 3 ST E	DAVID & MINDY BUENG	\$ 5,000.00	Accessory - Deck
250832	Daniel Hogfoss LLC	1170 JILL DR W	DANIEL J BROWN	\$ 134,000.00	Accessory - Swimming Pool
250842	Jordahl Custom Homes, Inc.	5816 JAMES DR W	JORDAHL CUSTOM HOMES INC	\$ 370,000.00	Residential Dwelling
250847	Jordahl Custom Homes, Inc.	6159 MARTIN LN W	JORDAHL CUSTOM HOMES, INC	\$ 285,000.00	Residential Dwelling
250855	Jordahl Custom Homes, Inc.	6151 MARTIN LN W	JORDAHL CUSTOM HOMES, INC	\$ 285,000.00	Residential Dwelling
250859	CLIFFORD & MICHELLE HANSON	1260 GOLDENWOOD DR	CLIFFORD & MICHELLE HANSON	\$ 5,500.00	Accessory - Foundation for Future Accessory Structure
250833	Kochmann Brothers Homes, Inc.	115 40 AVE E	TODD W & JOY A LOISEAU	\$ 100,000.00	Remodel - Residential - Partial Roof Replacement, Siding, & Windows
250797	Prime Builders LLP	1384 GOLDENWOOD DR	THOMAS & MARY JONES	\$ 55,000.00	Remodel - Residential - 3 Season Addition
250817	SSC Construction, Inc.	537 4 AVE W	KELLY E & NANCY R HALVORSON,	\$ 50,000.00	Remodel - Residential - Repair Roof
250843	TANYA & STEVE KNUTSON	2810 12 ST W	TANYA & STEVE KNUTSON	\$ 8,000.00	Accessory - Covered Patio
250850	Remodeling by Foss, Inc.	1013 4 AVE E	CHRISTOPHER & PHATTRANIT WID	\$ 195,000.00	Remodel - Residential - Rebuild Garage, Replace Siding, Interior Updates
250868	Jordahl Custom Homes, Inc.	861 60 AVE W	JORDAHL CUSTOM HOMES, INC	\$ 310,000.00	Residential Dwelling
250874	Liberty Fence, Inc.	3175 6 ST E	SUNSET PROPERTIES OF BEMIDJI,	\$ 10,100.00	Accessory - Deck
250876	CHARLES E & DEBRA K BEUTLER	820 LAKERIDGE PL	CHARLES E & DEBRA K BEUTLER	\$ 5,000.00	Accessory - Demo and Rebuild Deck

WEST FARGO CITY COMMISSION MEETING
Building Department Report - Summary

2

NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
250877	Groundworks Minnesota, LLC	225 6 AVE E	RAYMOND GRABANSKI	\$ 14,140.00	Remodel - Residential - Foundation Repair and Drain Tile
250869	Heritage Homes, LLC	5102 11 ST W	KBBA LEGACY LLLP	\$ 405,467.00	Residential Dwelling
250813	Build Right, Inc.	1194 JILL DR W	AMIE CANARR	\$ 17,000.00	Accessory - Deck
250848	Gehrtz Construction Services, Inc.	745 31 AVE E	BOULEVARD SQUARE I	\$ 35,000.00	Remodel - Commercial - Demo & Relocate Doors
250865	Naseth Construction, Inc.	301 7 ST NW	MARY L KLEPPERICH, TRUSTEE	\$ 423,000.00	Remodel - Commercial - Replace Siding & Roofing
250863	Krueger Construction, Inc.	2836 RIVERS BEND DR E	KRUEGER CONSTRUCTION, INC	\$ 742,000.00	Residential Dwelling
250879	Smook Enterprise LLC	862 60 AVE W	WILLIAM & LANA ADERHOLDT	\$ 42,873.00	Accessory - Deck
250820	Plecity Kowalski Construction, Inc.	2804 RIVERS BEND DR E	CHAD R & KRISTIN L JOHNSON	\$ 75,000.00	Remodel - Residential - Remodel
250870	Northland Sheds, Inc.	600 CENTER ST	FLINT HILLS RESOURCES PINE BE	\$ 25,000.00	Accessory - Structure
250890	Thomsen Homes, LLC	6146 MARTIN LN W	THOMSEN HOMES, LLC	\$ 209,400.00	Residential Dwelling
250898	Valor Contracting LLC	810 12 AVE NW	CITY OF WEST FARGO	\$ 132,250.00	Commercial - Foundation Only - Slab for Garage
250909	Valor Contracting LLC	810 12 AVE NW	CITY OF WEST FARGO	\$ 437,000.00	Commercial - Foundation Only - Foundation for Building Addition
250910	Valor Contracting LLC	117 8 ST W	CITY OF WEST FARGO	\$ 419,000.00	Commercial - Foundation Only - Foundation for Building Addition
250676	Ryezon Construction LLC	618 3 ST E	KENT & COREY JONSON	\$ 51,230.00	Accessory - Structure
250908	SAHER ISMAEL	205 1 AVE E	SAHER ISMAEL	\$ 3,000.00	Remodel - Residential - Garage Roof Deck
250914	Groundworks Minnesota, LLC	413 3 AVE E	CIERRA ASKELSON, ETAL	\$ 18,338.00	Remodel - Residential - Install Drain Tile
250916	Groundworks Minnesota, LLC	803 23 AVE W	JASON P MOE	\$ 7,202.00	Remodel - Residential - Install Drain Tile

09/19/25
15:59:33

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 09/08/25 to 09/19/25

Page: 1 of 65
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
128029		2646 4IMPRINT INC	3,104.72								
po/200265											
1	09/18/25	PR items for handouts at PD	3,104.72			1000		421000	375		101000
14094427											
		Total for Vendor:	3,104.72								
127898	C	3453 ABM EQUIPMENT LLC	1,160.59								
1	08/27/25	#5000 MODUAL INSTALL	1,160.59			1000		455000	427		101000
0184218-IN											
		Total for Vendor:	1,160.59								
127830	C	289 ACME TOOLS	454.76								
1	09/04/25	CHAIN LOOP	25.47			1000		430001	358		101000
14921979											
2	09/04/25	CUTTING WHEEL/PINCH POINT BAR	84.63			6020		450000	432		101000
14920358											
3	09/02/25	SAW BLADE	33.38			1000		430002	432		101000
14907637											
4	09/02/25	BULL POINT	11.38			6025		450000	432		101000
14905958											
5	09/09/25	GREASE GUN/CHARGER/FLASHLIGHT	299.90			1000		455000	432		101000
14944865											
127938	C	289 ACME TOOLS	786.43								
1	09/18/25	CHAINSAW	567.46			1000		430000	432		101000
26448159											
2	09/18/25	VIKING 1/16" DIA VORTEC POIN	218.97			1000		430000	432		101000
26448156											
		Total for Vendor:	1,241.19								
127937	C	3179 ADVANCED ENGINEERING &	15,322.79								
1	09/09/25	LCRI INVENTORY ASST	1,947.50			6025		450000	430		101000
105572											
2	09/09/25	I&C SCADA SUPPORT	3,067.50			6025		450000	430		101000
105529											
3	09/09/25	I&C LIFT STATION UPDATES	7,711.04			6020		450000	632		101000
105530											

09/19/25
15:59:33

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 09/08/25 to 09/19/25

Page: 2 of 65
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
4 105530	09/09/25	I&C LIFT STATION UPDATES	2,596.75			6020 450000	430		101000
		Total for Vendor:	15,322.79						
127822 1 2528	09/03/25	3221 AG AIR LTD 1.25 PT LV6 1LB AMS	1,295.00 1,295.00			6025 450000	160		101000
		Total for Vendor:	1,295.00						
127956 1 SINV102670	09/05/25	C 779 AGASSIZ SEED COMPANY STRAW BLANKET	38.00 38.00			4387 480000	500		101000
		Total for Vendor:	38.00						
127890		999999 AHMED MOHAMED Double paid by accident, need to refund one of them Acct #23527	119.72						
1 09/17/25	UB Refund		119.72			6020 214100			101000
		Total for Vendor:	119.72						
127860 1 W51953	09/09/25	3766 ALERT-ALL CORP FD 2025 School Pub Ed.	648.00 648.00			2060 415200	375		101000
		Total for Vendor:	648.00						
127808 1 Pay App 3	09/15/25	4467 ALL FINISH CONCRETE Project 2291	84,018.20 84,018.20			4182 480000	670		101000
		Total for Vendor:	84,018.20						
127658 1 116X-LT79-4LR6	08/31/25	-96199E 3490 AMAZON CAPITAL SERVICES FD Speakers /Phone System	29.95 36.74			2060 415200	497		101000
2 1H4X-CMCX-7DLC	09/02/25	FD Lawn trimmer string	29.95			2060 415200	494		101000
3 1CDL-64CX-JDT3	09/06/25	FD Return Speaker/phone sys	-36.74			2060 415200	497		101000

09/19/25
15:59:33

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 09/08/25 to 09/19/25

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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
127790	E	3490 AMAZON CAPITAL SERVICES	15.99								
1	09/08/25	rv adapter cord	15.99			1000		421000	641		101000
17FV-XXVC-6KF7											
2	09/08/25	ear piece for Orn	94.99			1000		421000	422		101000
1HRK-LYXX-17GR											
3	09/03/25	ear piece for Orn - credit	-94.99			1000		421000	422		101000
1GWF-VRG7-CCRV											
127800	E	3490 AMAZON CAPITAL SERVICES	969.74								
1	09/10/25	Replacement earpads for headse	119.90			1000		414104	497		101000
134G-TKY1-YDLY											
2	09/05/25	Phone case - HR	13.99			1000		414103	410		101000
1YF9-YTHP-91GR											
3	09/05/25	Phone holder - HR	55.99			1000		414103	410		101000
1F4G-9C4X-7PXX											
4	09/04/25	Boots - Eng	110.96			1000		414200	422		101000
1VXP-WNV4-4NJQ											
5	09/04/25	Office supplies - Eng	46.18			1000		414200	410		101000
1VXP-WNV4-4NJQ											
6	09/12/25	Office supplies - Eng	72.76			1000		414200	410		101000
1CNR-664M-DH3K											
7	09/12/25	Headset for Paul B	225.87			1000		414200	410		101000
1CNR-664M-DH3K											
8	09/15/25	Copy paper - Court	183.90			1000		412000	410		101000
17MC-KV7M-FNGL											
9	09/09/25	Speakers/webcam/hard drives	843.09			1000		414104	497		101000
14F6-PDM3-QFXL											
10	09/10/25	Returned hard drives	-702.90			1000		414104	497		101000
1HG7-PJLR-XVHH											
127833	E	3490 AMAZON CAPITAL SERVICES	1,009.52								
1	09/02/25	FIRST AID KITS	144.34			6020		450000	639		101000
11VV4FWW4M3J											
2	09/02/25	A JOHNSON - SWEATSHIRT	69.99			1000		455000	422		101000
11VV4FWW4M3J											
3	09/02/25	OFFICE SUPPLIES	47.74			1000		450000	410		101000
11MPN7LK9HVK											

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4	09/04/25	OFFICE SUPPLIES	57.65			6020		450000	410		101000
1MFQJHKK1G3Q											
5	09/07/25	NITRILE GLOVES	79.99			6025		450000	433		101000
19NMYLRRP6GW											
6	09/08/25	B GAST - PANTS	109.90			1000		430000	422		101000
1GN1DRQPYHP6											
7	09/04/25	B WOODROW - PANTS	164.85			1000		430001	422		101000
1XPKL7K11MPX											
8	09/08/25	STORAGE RACK	31.95			6025		450000	433		101000
161GCGLL4F3G											
9	09/08/25	NITRILE GLOVES	79.99			6025		450000	433		101000
1WD64FLQ61CF											
10	09/10/25	SWEATSHIRT	30.55			1000		430000	422		101000
134GTKY1XKG9											
11	09/11/25	OFFICE SUPPLIES	32.65			1000		430000	410		101000
1W1JQJT93YF9											
12	09/11/25	SAFETY TSHIRTS	159.92			6010		450200	422		101000
1KTLDJGT4PYY											
127859	E	3490 AMAZON CAPITAL SERVICES	989.78								
ww remodel											
1	09/12/25	keurig - 2	399.98			1000		421000	641	18	101000
1LG4-HWTC-D14D											
2	09/16/25	toaster, air fryer, etc	532.82			1000		421000	641	18	101000
1TCR-VN9P-4371											
3	09/12/25	kitchen rack	19.99			1000		421000	641	18	101000
17WP-76X9-C1GM											
4	09/12/25	picture frame	36.99			1000		421000	410		101000
17WP-76X9-C1GM											
127862	E	3490 AMAZON CAPITAL SERVICES	221.75								
1	09/11/25	FD D Sapp Boots	159.15			2060		415200	422		101000
1PPQ-KFJF-7YM6											
2	09/11/25	FD Eq Services-shop items	62.60			2060		415200	500		101000
1PPQ-KFJF-7YM6											

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127887	E	3490 AMAZON CAPITAL SERVICES	12.89								
1	09/16/25	Replacement drawstring cords	12.89			2970		480000	653		101000
		1XXW-CVWL-C63Y									
127897	E	3490 AMAZON CAPITAL SERVICES	503.37								
1	09/15/25	ST - SWEATSHIRT RESTOCK	125.84			1000		430000	427		101000
		1YLMHLLM3Y9T									
2	09/15/25	WA - SWEATSHIRT RESTOCK	125.84			6020		450000	427		101000
		1YLMHLLM3Y9T									
3	09/15/25	SW - SWEATSHIRT RESTOCK	125.84			6025		450000	427		101000
		1YLMHLLM3Y9T									
4	09/15/25	SA - SWEATSHIRT RESTOCK	125.85			6010		450200	427		101000
		1YLMHLLM3Y9T									
127932	E	3490 AMAZON CAPITAL SERVICES	193.15								
1	09/15/25	D HEIZELMAN - PANTS	179.97			1000		430000	422		101000
		1YLMHLLM61CK									
2	09/17/25	PHONE CHARGING CORDS	13.18			1000		430000	410		101000
		117FGFH473W7									
127969	E	3490 AMAZON CAPITAL SERVICES	394.45								
1	09/17/25	rifle gun batteries	394.45			1000		421000	641		101000
		13YJ-FYV7-7JCR									
		Total for Vendor:	4,340.59								
128009		999999 ANN-KATRIN FLEEMAN	300.00								
		Tree Planting Permit - 1325 27th Ave W									
1	09/18/25	Tree - 1325 27th Ave W	300.00			5000		422000	490		101000
		Total for Vendor:	300.00								
127760	C	5283 ASANA INC	7,497.00								
1	09/10/25	ANNUAL RENEWAL 9/10/25-9/9/26	7,497.00			7000		411600	497		101000
		INV04448820									
		Total for Vendor:	7,497.00								

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127903	-96194E	4672 ASURE PAYROLL TAX MANAGEMENT	275,160.38						
	09/19/2025	Payroll							
1	09/19/25	Social Security	125,813.56			1000 212501			101000
2	09/19/25	Medicare	29,424.28			1000 212502			101000
3	09/19/25	Federal Income Tax	109,840.54			1000 212503			101000
4	09/19/25	ND State Tax	5,463.00			1000 212504			101000
5	09/19/25	MN State Tax	4,619.00			1000 212505			101000
		Total for Vendor:	275,160.38						
127839		2116 AT&T	240.00						
1	07/14/25	tower target	95.00			1000 421000	365		101000
574330									
2	08/01/25	tower target	145.00			1000 421000	365		101000
578041									
		Total for Vendor:	240.00						
128003		999999 AUSTIN WALZ	300.00						
		Tree Planting Permit - 1051 54th Ave W							
1	09/18/25	Tree - 1051 54th Ave W	300.00			5000 422000	490		101000
		Total for Vendor:	300.00						
127828	C	2931 AUTO VALUE PARTS STORES	856.58						
1	08/28/25	SOCKET SET	42.94			6025 450000	432		101000
99356638									
2	09/09/25	FILTERS	79.41			6025 450000	427		101000
99358284									
3	09/09/25	FILTERS	183.88			6010 450200	427		101000
99358279									
4	09/09/25	FILTERS	224.67			6025 450000	427		101000
99358282									
5	09/09/25	FILTERS	94.87			1000 430000	427		101000
99358275									
6	09/09/25	FILTERS	31.05			1000 421000	427		101000
99358271									
7	09/09/25	FILTERS	199.76			6020 450000	427		101000
99358273									

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127867	C	2931 AUTO VALUE PARTS STORES	523.56								
1	09/16/25	FILTERS	454.78			6010		450200	427		101000
99359546											
2	09/16/25	INDUSTRIAL HYDRAULIC	33.94			6020		450000	427		101000
99359545											
3	09/16/25	FILTERS	3.36			1000		430001	427		101000
99359548											
4	09/16/25	FILTERS	3.37			6025		450000	427		101000
99359549											
5	09/16/25	FILTERS	3.49			1000		415000	427		101000
99359550											
6	09/16/25	FILTERS	21.27			1000		421000	427		101000
99359543											
7	09/16/25	FILTERS	3.35			1000		455000	427		101000
99359547											
Total for Vendor:			1,380.14								
127933	C	4426 BACHMAN'S	5,670.00								
1	09/09/25	TREES	5,670.00			2210		428000	446		101000
INV526653											
Total for Vendor:			5,670.00								
127753		1695 BAKER & TAYLOR	155.80								
1	08/19/25	VOX BOOKS	155.80			7000		411600	664		101000
2039248043											
Total for Vendor:			155.80								
127923		1069 BAKER GARDEN & GIFT	619.94								
1	09/10/25	TREES	619.94			2210		428000	446		101000
1-973470											
Total for Vendor:			619.94								
127899		2599 BEAR'S TREE SERVICE	3,640.00								
1	09/15/25	STUMP GRINDING	3,640.00			2210		428000	307		101000
3996											
Total for Vendor:			3,640.00								

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127846 1 70814	C 08/21/25	3149 BEE SEEN GEAR cops - table cover	126.33 126.33			1000		421000	375	12	101000
127868 1 71145 2 71089	C 09/10/25	3149 BEE SEEN GEAR FD J Mailey embroidering polo FD D Sapp embroidering shirts	112.00 16.00 96.00			2060		415200	422		101000
Total for Vendor:			238.33								
127864 1 5044189 2 5047069	C 09/15/25	4043 BIGDOG AUTOGLASS #7043 WINDSHIELD #262 WINDSHIELD	706.18 225.00 481.18			4387		480000	427		101000
Total for Vendor:			706.18								
127900 09/17/25-09/17/26 1 EZNBZR5K-0001	C 09/17/25	5630 BITWARDEN INC Password Manager Subscription	14,400.00 14,400.00			1000		414104	497		101000
Total for Vendor:			14,400.00								
127849 1 90290388	C 09/05/25	1389 BNSF RAILWAY COMPANY Project 2293	2,112.34 2,112.34			4187		480000	313		101000
Total for Vendor:			2,112.34								
127853 1 0372596	C 08/29/25	3489 BOLTON & MENK, INC Project 2294	9,000.00 9,000.00			4223		480000	313		101000
Total for Vendor:			9,000.00								

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127835	C	26 BORDER STATES INDUSTRIES INC	544.04								
1	08/18/25	TURCK BARRIER	544.04			6025		450000	826		101000
930947967											
Total for Vendor:			544.04								
127807		28 BORDER STATES PAVING	466,774.62								
1	Pay App 3	08/18/25 Project 2290	466,774.62			4185		480000	670		101000
Pay App 3											
127824	C	28 BORDER STATES PAVING	1,653.75								
1	09/04/25	CRUSHED CONCRETE	1,653.75			1000		430000	394		101000
2885-25											
127922	C	28 BORDER STATES PAVING	1,134.00								
1	08/28/25	PROJ 2290	1,134.00			4185		480000	670		101000
2875-25											
127931	C	28 BORDER STATES PAVING	100,380.09								
1	09/11/25	PROJ 9061	100,380.09			4188		480000	670		101000
2890-25											
Total for Vendor:			569,942.46								
127869		3512 BOUND TREE MEDICAL, LLC	1,348.45								
1	09/04/25	FD Medical Supplies	1,009.60			2060		415200	500		101000
85908730											
2	09/09/25	FD Medical Supplies	338.85			2060		415200	500		101000
85914055											
Total for Vendor:			1,348.45								
127888		73 BRAUN INTERTEC	25,807.75								
1	B441979	09/12/25 Imp Dist 1345	1,030.00			4009		480000	724		101000
B441979											
2	B441984	09/12/25 Imp Dist 1353	4,554.00			4189		480000	724		101000
B441984											
3	B441982	09/12/25 Imp Dist 2290	3,400.50			4185		480000	724		101000
B441982											

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4	B441981	09/12/25 Imp Dist 2291	6,050.50			4182		480000	724		101000
B441981											
5	B441980	09/12/25 Imp Dist 3006	10,772.75			4003		480000	724		101000
B441980											
Total for Vendor:			25,807.75								
128018		3171 BRAVO COMPANY USA, INC	1,822.61								
1	09/17/25	barrel bolts for rifles	1,822.61			1000		421000	987		101000
26916											
Total for Vendor:			1,822.61								
127763	C	351 BUSINESS ESSENTIALS	152.20								
1	09/09/25	COPY PAPER/BIC PENS	152.20			7000		411600	410		101000
WO-1360997-1											
127872	C	351 BUSINESS ESSENTIALS	96.75								
1	09/02/25	FD Office Supplies	96.75			2060		415200	410		101000
wo-1360147-1											
Total for Vendor:			248.95								
128011		999999 CALLI FELAND	190.00								
		Tree Planting Permit - 526 Lizzie Pl E									
1	09/18/25	Tree - 526 Lizzie Pl E	190.00			5000		422000	490		101000
Total for Vendor:			190.00								
127797	E	51 CASS COUNTY ELECTRIC COOP	334.76								
1	428342 Sep	09/05/25 Airport 07/31/25-08/31/25	334.76			7050		500000	420		101000
428342	9/25										
127810	E	51 CASS COUNTY ELECTRIC COOP	33,548.00								
1	09/10/25	LIFT STATIONS	32,997.39			6025		450000	527		101000
1156426											
2	09/10/25	INERT LANDFILL	76.24			6010		450200	527		101000
1156426											
3	09/10/25	WATER TOWERS	474.37			6020		450000	527		101000
1156426											

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127811	E	51 CASS COUNTY ELECTRIC COOP	3,479.78								
1	09/10/25	THE LIGHTS PARKING RAMP	1,155.84			2310		452120	527		101000
1168003											
2	09/10/25	THE LIGHTS CITY HOUSE METER	757.34			2310		452120	527		101000
1168004											
3	09/10/25	THE LIGHTS STAGE & COURTYARD	1,566.60			2310		452120	527		101000
1156424											
127813	E	51 CASS COUNTY ELECTRIC COOP	17,591.00								
1	09/10/25	TRANSFER STATION	321.68			6010		450200	527		101000
1156424											
2	09/10/25	STREET LIGHT FEED POINTS	17,269.32			1000		430002	527		101000
1156424											
127873	E	51 CASS COUNTY ELECTRIC COOP	1,403.52								
1	09/05/25	FD South Station August Utilit	1,403.52			2060		415200	527		101000
1090222-09/25											
127884	E	51 CASS COUNTY ELECTRIC COOP	3,653.43								
1	1190696 09	09/10/25 New City Hall (WEX Buildin	3,653.43			1001		415000	527		101000
1190696 09/25											
Total for Vendor:			60,010.49								
127842	C	2909 CC STEEL LLC	68,411.97								
1	Pay App 10	09/02/25 Project 1348	68,411.97			4444		480000	670		101000
Pay App 10											
Total for Vendor:			68,411.97								
127774	E	1777 CENTURY LINK	215.28								
1	09/01/25	sept 2025 police sirens	215.28			1000		421000	356		101000
127802	E	1777 CENTURY LINK	80.76								
1	Sept 25	09/07/25 WF Airport	80.76			7050		500000	356		101000
333942770 09.25											
Total for Vendor:			296.04								

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127998		2429 CERTIFIED LABORATORIES	2,609.95								
1	09/17/25	GREASE	339.00			4387		480000	427		101000
9321385											
2	09/17/25	GREASE	678.00			6010		450200	433		101000
9321385											
3	09/17/25	GREASE/FOAM/LUBRICANT	1,592.95			1000		455000	433		101000
9321385											
Total for Vendor:			2,609.95								
127991		3216 CINTAS	185.52								
1	09/12/25	RUG SERVICE	185.52			1000		455000	420		101000
4243188064											
Total for Vendor:			185.52								
127809		2880 CITY OF FARGO	937,661.88								
1	09/05/25	1 GSR (WATER)	181,015.80			6020		450000	345		101000
2	09/05/25	2220 57TH ST N (SEWER)	365,538.88			6025		450000	347		101000
3	09/05/25	1 MAIN AVE (WATER)	243,502.30			6020		450000	345		101000
4	09/05/25	1 32ND AVE S (WATER)	147,575.30			6020		450000	345		101000
5	09/05/25	5635 14TH AVE N (WATER)	29.60			6020		450000	345		101000
Total for Vendor:			937,661.88								
127821		111 CITY OF FARGO	1,314.00								
1	09/03/25	TACK OIL	1,314.00			1000		430000	722		101000
487128											
127929		111 CITY OF FARGO	27,393.75								
1	09/03/25	LANDFILL FEES	27,393.75			6010		450200	355		101000
487126											
127936		111 CITY OF FARGO	560.00								
1	09/03/25	WATER TESTING	560.00			6020		450000	335		101000
487127											
Total for Vendor:			29,267.75								

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127796		1338 CLARK'S EXCAVATING & SEPTIC	275.00						
		West Fargo Airport - Pump/Tank							
1	4039	09/05/25 Pump Holding Tank - Airport	275.00			7050 500000	420		101000
4039									
		Total for Vendor:	275.00						
127977	C	133 COLE PAPERS INC	200.09						
1	09/03/25	PD - PAPER PRODUCTS	143.01			1000 455000	500		101000
10620834									
2	09/09/25	PW - PAPER PRODUCTS	57.08			6020 450000	500		101000
10622952									
		Total for Vendor:	200.09						
128006		999999 COLLEEN KUHN	300.00						
		Tree Planting Permit - 846 60th Ave W							
1	09/18/25	Tree - 846 60th Ave W	300.00			5000 422000	490		101000
		Total for Vendor:	300.00						
127981	C	5293 COLUMN SOFTWARE PBC	121.60						
1	08/26/25	PUBLIC NOTICES	121.60			6020 450000	661		101000
F1344A89-0189									
		Total for Vendor:	121.60						
127837		4108 CONSOLIDATED ELECTRICAL	108.00						
1	09/11/25	BULBS	126.00			2310 452120	420		101000
2348-1095269									
2	09/04/25	ACCT CREDIT	-18.00			2310 452120	420		101000
2348-1095247									
		Total for Vendor:	108.00						
127826		3245 CORE & MAIN	2,585.00						
1	09/08/25	ELBOWS/RINGS/CAP	2,585.00			6025 450000	439		101000
12160									

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127834		3245 CORE & MAIN	1,322.98								
1	09/09/25	CURB BOX CPLG	369.28			6020		450000	438		101000
5298											
2	09/05/25	ECCENTRIC REDUCER	953.70			6020		450000	438		101000
5141											
127902		3245 CORE & MAIN	1,792.60								
1	09/15/25	EPXY IRON BARREL & GLAND	1,792.60			6020		450000	438		101000
5483											
127939		3245 CORE & MAIN	256.12								
1	09/17/25	CURB BOX LID	256.12			6020		450000	438		101000
5564											
Total for Vendor:			5,956.70								
127829		5341 COUNTRY INN & SUITES BY RADISSON	389.05								
1	08/06/25	D STOTZ LODGING	169.05			1000		455000	340		101000
78223425											
2	08/26/25	R OLSON LODGING	110.00			6020		450000	340		101000
78472742											
3	08/26/25	D GOSSELIN LODGING	110.00			6025		450000	340		101000
78472743											
Total for Vendor:			389.05								
127901		C 3040 CRITEX LLC	1,358.69								
1	06/24/25	CABRIDE TOOTH & PIN	1,358.69			6025		450000	437		101000
00-17435											
Total for Vendor:			1,358.69								
127874		C 5319 DAKOTA CHILDREN'S ADVOCACY	853.13								
1	08/31/25	FD August Mandatory wellness	853.13			2060		415200	996		101000
26546											
Total for Vendor:			853.13								

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127965	C	4059 DAKOTA FENCE	6,399.00						
1	09/17/25	PD - TREX WG INSTALL	6,399.00			2970 480000	653		101000
169581									
		Total for Vendor:	6,399.00						
127978	C	1675 DAKOTA FLUID POWER, INC	3.98						
1	09/04/25	#2006B FPX	3.98			1000 430000	427		101000
7378119									
		Total for Vendor:	3.98						
127980	C	4428 DAKOTA REFRIGERATION, INC.	371.10						
1	09/03/25	SA - ICE MACHINE REPAIR	371.10			6010 450200	420		101000
F218661									
		Total for Vendor:	371.10						
127843		90 DAKOTA UNDERGROUND	205,588.98						
1	Pay App 2	09/02/25 Project 1353	205,588.98			4189 480000	670		101000
	Pay App 2								
127848		90 DAKOTA UNDERGROUND	125,472.51						
1	Pay App 9	09/02/25 Project 1345	125,472.51			4009 480000	670		101000
	Pay App 9								
		Total for Vendor:	331,061.49						
127985	C	2948 DELTA 54 AVIATION LLC	4,014.51						
1	09/17/25	Airport Management Fees	3,800.00			7050 500000	307		101000
Sept 2025									
2	09/17/25	Supplies for terminal building	58.07			7050 500000	420		101000
Sept 2025									
3	09/17/25	Weed control chemicals	156.44			7050 500000	420		101000
Sept 2025									
		Total for Vendor:	4,014.51						

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127754		77 DEMCO INC	272.45								
1	09/02/25	LABEL PROTECTORS	272.45			7000		411600	410		101000
7690726											
		Total for Vendor:	272.45								
127983	C	2225 DTN, LLC	512.65								
1	09/01/25	WEATHER SENTRY	512.65			1000		450000	497		101000
210-00216134											
		Total for Vendor:	512.65								
127755	C	3091 EBSCO INFORMATION SERVICES	2,800.00								
1	09/03/25	CONSUMER REPORTS 10/1/25 - 9/3	2,800.00			7000		411600	650		101000
91011030398											
		Total for Vendor:	2,800.00								
128044	-96190E	4664 EMPOWER (MASS MUTUAL)	5,070.32								
1	09/19/25	Sept 2025 Contributions	5,070.32			1000		212528			101000
		Total for Vendor:	5,070.32								
127756	C	2089 ENVISIONWARE, INC	3,256.49								
1	09/01/25	ANML MANT SBSRP 120125-113026	3,256.49			7000		411600	650		101000
INV-US-78051											
		Total for Vendor:	3,256.49								
127875	C	4638 EQUIPMENT MANAGEMENT COMPANY	223.00								
1	09/05/25	FD Screw Set	223.00			2060		415200	420		101000
65934											
		Total for Vendor:	223.00								
128036		3547 EQUITABLE UNIT ANNUITY	2,000.00								
1	09/19/25	Deferred Comp Sept 2025	2,000.00			1000		212524			101000
		Total for Vendor:	2,000.00								

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128014		999999 EVAN RENE	300.00								
		Tree Planting Permit - 1006 Eaglewood Ave W									
1	09/18/25	Tree - 1006 Eaglewood Ave W	300.00			5000		422000	490		101000
		Total for Vendor:	300.00								
127953		2630 EZ SPOT UR	300.00								
1	09/02/25	PIN CAN CONNECTOR	300.00			1000		430002	427		101000
11709											
		Total for Vendor:	300.00								
127946		C 1851 F/S MANUFACTURING	2.94								
1	09/16/25	#3049 ELBOW	2.94			1000		430000	427		101000
207116											
		Total for Vendor:	2.94								
127945		C 660 FARGO FREIGHTLINER	522.52								
1	09/15/25	#415 AIR SPRING/SPLINT	494.98			6010		450200	427		101000
X101191214											
2	09/12/25	#415 CHECK VALVE	27.54			6010		450200	427		101000
X101191137											
		Total for Vendor:	522.52								
127979		C 124 FASTENAL	9.11								
1	09/02/25	#394 M6X20SHCS	9.11			1000		430001	427		101000
NDFAR323566											
		Total for Vendor:	9.11								
127785		151 FEDERAL EXPRESS	11.83								
1	09/10/25	ND lab package	11.83			1000		421000	661		101000
8-987-31980											
127850		151 FEDERAL EXPRESS	32.83								
1	09/17/25	ND lab pkgs	32.83			1000		421000	661		101000
8-996-19810											
		Total for Vendor:	44.66								

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127943		55 FLEETPRIDE	23.34								
1	09/12/25	#4201 HUB CAP GASKET	23.34			6010		450200	427		101000
128703427											
Total for Vendor:			23.34								
127471	C	140 FM AMBULANCE SERVICES INC	2,125.00								
		BLS Instructor course-West, Wunderlich, Ebeling									
1	08/13/25	FD BLS Instructor Course	1,800.00			2060		415200	340		101000
45807											
2	09/05/25	FD Buik BLS cards	325.00			2060		415200	340		101000
45893											
127907	C	140 FM AMBULANCE SERVICES INC	1,268.47								
1	09/17/25	FD B Duffney EMT Training	1,268.47			2060		415200	340		101000
45919											
Total for Vendor:			3,393.47								
127919		2637 FORCE AMERICA INC	20.00								
1	08/29/25	DATA PLAN (JULY)	20.00			1000		430000	497		101000
IN200-2007635											
Total for Vendor:			20.00								
127814	C	3063 FRONTLINE PLUS FIRE & RESCUE	3,207.50								
1	09/15/25	SIREN #7 REPAIRS	3,207.50			1000		430002	803		101000
14503											
Total for Vendor:			3,207.50								
127781		5627 GALLOWGLASS GUARDIAN GROUP LLC	1,700.00								
		Carr & Zach									
1	09/08/25	2 registration fees	1,700.00			1000		421000	340		101000
9-8-25											
Total for Vendor:			1,700.00								

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127776	C	155 GALLS, LLC	1,104.41								
1	09/09/25	new officer vest - posterick	1,104.41			1000		421000	641		101000
032491583											
127783	C	155 GALLS, LLC	1,018.10								
1	09/04/25	winter items - Mueller	7.20			1000		421000	422		101000
032442780											
2	09/04/25	boots, equip for D. Todd	311.06			1000		421000	422		101000
032442781											
3	09/05/25	winter item, equip for Angeles	21.57			1000		421000	422		101000
032453423											
4	09/04/25	equip for Masset	87.97			1000		421000	422		101000
032442782											
5	09/05/25	shirts for Crouse	29.08			1000		421000	422		101000
032454050											
6	09/05/25	equip for Hicks	181.49			1000		421000	422		101000
032453422											
7	09/08/25	pants/knife for KJ	379.73			1000		421000	422		101000
032471825											
127858	C	155 GALLS, LLC	1,735.17								
1	09/15/25	respirator - new officers	964.80			1000		421000	641		101000
032549230											
2	09/06/25	shirts for Angeles	45.00			1000		421000	422		101000
032464313											
3	09/11/25	backpack for D. Todd	144.00			1000		421000	422		101000
032515351											
4	09/12/25	uniforms/equip for Stewart	398.78			1000		421000	422		101000
032520240											
5	09/10/25	uniforms/equip for Haskell	182.59			1000		421000	422		101000
032495141											
127947	C	155 GALLS, LLC	1,251.92								
1	08/18/25	new butt plate A Olson	22.77			2060		415200	422		101000
032270659											
2	08/18/25	Credit for overcharge-polos	-8.17			2060		415200	422		101000
032272879											

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3	08/18/25	Credit for overcharge-polos	-5.40			2060		415200	422		101000
032273079											
4	08/19/25	C Hodgson jobshirt	93.03			2060		415200	422		101000
032276936											
5	09/02/25	D Anderson Boots	138.55			2060		415200	422		101000
032409852											
6	09/02/25	R Dirk vest	63.78			2060		415200	422		101000
032409852											
7	09/02/25	D Vetsch jobshirt	92.50			2060		415200	422		101000
032409852											
8	09/02/25	J Dick new hire 2-polos	139.50			2060		415200	422		101000
032409852											
9	09/02/25	J Mailey polo	79.74			2060		415200	422		101000
032409852											
10	09/02/25	J Dick New Hire polo	67.86			2060		415200	422		101000
032409852											
11	09/02/25	J Mailey polo	77.85			2060		415200	422		101000
032409852											
12	09/02/25	D Anderson 2-pants	161.50			2060		415200	422		101000
032409852											
13	09/02/25	C Hodgson 2-pants	168.30			2060		415200	422		101000
032409852											
14	09/02/25	R Dirk 2 pants	160.11			2060		415200	422		101000
032409852											
127975	C	155 GALLS, LLC	281.45								
1	09/15/25	winter gear for B. Oldham	31.50			1000		421000	422		101000
032542594											
2	09/15/25	pants/radio taco for Mueller	148.09			1000		421000	422		101000
032541609											
3	09/16/25	winter gear for Hicks	101.86			1000		421000	422		101000
032559343											
128034	C	155 GALLS, LLC	505.71								
1	09/17/25	uniforms/equip for roll	221.76			1000		421000	422		101000
032566596											
2	09/17/25	equip for m. oldham	283.95			1000		421000	422		101000
032570395											
Total for Vendor:			5,896.76								

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127964	C	156 GENERAL EQUIPMENT & SUPPLIES	56.46								
1	09/12/25	#7712 COOLANT	56.46			4387		480000	427		101000
S00308824											
Total for Vendor:			56.46								
127823	C	135 HAWKINS INC	8,418.80								
1	09/09/25	AQUAHAWK	6,263.70			6025		450000	423		101000
7192444											
2	09/02/25	AQUAHAWK	3,155.10			6025		450000	423		101000
7185773											
3	08/20/25	CR for overpayment of invoice	-1,000.00			6025		450000	423		101000
7174473											
128015	C	135 HAWKINS INC	10,900.10								
1	09/17/25	AQUAHAWK	4,662.90			6025		450000	423		101000
7201918											
2	09/15/25	AQUAHAWK	6,237.20			6025		450000	423		101000
7199401											
Total for Vendor:			19,318.90								
127886	C	5539 HKGI	28,952.77								
1	025-006-7	09/11/25 Project 9057	28,952.77			4179		480000	307		101000
025-006-7											
Total for Vendor:			28,952.77								
127988	C	3285 HOUSTON ENGINEERING INC.	10,526.75								
1	78292	09/17/25 CE0037 - Task Order #10.1	11,276.75			4193		480000	313		101000
78292											
2	8496	06/27/25 CR for FD invoice	-750.00			2060		415200	494		101000
8496											
Total for Vendor:			10,526.75								
127852		2102 IACP	875.00								
11/1/2025 to 10/31/2026											
1	09/15/25	IACP net subs	875.00			1000		421000	497		101000
0426674											
Total for Vendor:			875.00								

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127793	C	3087 IBM CORPORATION	5,670.00								
		09/01/2025-08/31/2026									
1	4696472	09/01/25 MaaS360 Premier Suite	5,670.00			1000		414104	497		101000
		4696472									
		Total for Vendor:	5,670.00								
127791	C	687 INFORMATION TECHNOLOGY DEPT	756.00								
1	DP082025.8	08/31/25 August WAN/Fiber/VPN	756.00			1000		414104	497		101000
		DP082025.849.3									
		Total for Vendor:	756.00								
127766	C	4592 INGRAM LIBRARY SERVICES	623.73								
1	08/13/25	B00KS	18.20			7000		411600	662		101000
		89763126									
2	08/13/25	B00KS	16.95			7000		411600	662		101000
		89763127									
3	08/13/25	B00KS	25.99			7000		411600	662		101000
		89771544									
4	08/13/25	B00KS	27.38			7000		411600	662		101000
		89771545									
5	08/13/25	B00KS	43.67			7000		411600	662		101000
		89771546									
6	08/13/25	B00KS	77.36			7000		411600	662		101000
		89771547									
7	08/21/25	B00KS	18.11			7000		411600	662		101000
		89937784									
8	08/21/25	B00KS	230.34			7000		411600	662		101000
		89937785									
9	08/22/25	B00KS	21.71			7000		411600	662		101000
		89970330									
10	08/22/25	B00KS	144.41			7000		411600	662		101000
		89970331									
11	08/22/25	B00KS	27.59			7000		411600	662		101000
		89970332									
12	08/22/25	B00KS	22.56			7000		411600	662		101000
		89970333									

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13	08/22/25	BOOKS	44.03			7000		411600	662		101000
89986400											
14	08/22/25	BOOKS	78.66			7000		411600	662		101000
89986401											
15	08/28/25	BOOKS	15.94			7000		411600	662		101000
90123201											
16	08/28/25	BOOKS	21.29			7000		411600	662		101000
90123202											
17	08/28/25	BOOKS	84.96			7000		411600	662		101000
90123203											
18	11/30/23	BOOKS (CREDIT)	-18.20			7000		411600	662		101000
77138789											
19	11/30/23	BOOKS (CREDIT)	-17.18			7000		411600	662		101000
77138790(2)											
20	06/02/25	BOOKS (CREDIT)	-13.86			7000		411600	662		101000
87962573(2)											
21	06/02/25	BOOKS (CREDIT)	-10.26			7000		411600	662		101000
87962574(2)											
22	06/02/25	BOOKS(CREDIT)	-12.26			7000		411600	662		101000
8762575(2)											
23	06/02/25	BOOKS(CREDIT)	-41.44			7000		411600	662		101000
87962576(2)											
24	06/02/25	BOOKS(CREDIT)	-182.22			7000		411600	662		101000
87962577(2)											
127994	C	4592 INGRAM LIBRARY SERVICES	2,302.13								
1	09/10/25	BOOKS	52.49			7000		411600	662		101000
90382287											
2	09/10/25	BOOKS	9.60			7000		411600	662		101000
90382288											
3	09/10/25	BOOKS	87.43			7000		411600	662		101000
90382289											
4	09/10/25	BOOKS	20.51			7000		411600	662		101000
90382290											
5	09/10/25	BOOKS	13.87			7000		411600	662		101000
90382291											
6	09/10/25	BOOKS	54.17			7000		411600	662		101000
90391945											

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7	09/10/25	BOOKS	57.61			7000		411600	662		101000
90391946											
8	09/10/25	BOOKS	26.92			7000		411600	662		101000
90391947											
9	09/10/25	BOOKS	28.18			7000		411600	662		101000
90391948											
10	09/09/25	BOOKS	11.83			7000		411600	662		101000
90351337											
11	09/02/25	BOOKS	37.20			7000		411600	662		101000
90183325											
12	09/02/25	BOOKS	40.05			7000		411600	662		101000
90183326											
13	09/02/25	BOOKS	26.21			7000		411600	662		101000
90183327											
14	09/02/25	BOOKS	44.08			7000		411600	662		101000
90183328											
15	09/02/25	BOOKS	98.42			7000		411600	662		101000
90183329											
16	09/02/25	BOOKS	20.39			7000		411600	662		101000
90196025											
17	09/02/25	BOOKS	189.76			7000		411600	662		101000
90196026											
18	09/03/25	BOOKS	13.26			7000		411600	662		101000
90228190											
19	09/03/25	BOOKS	39.34			7000		411600	662		101000
90228191											
20	09/03/25	BOOKS	76.88			7000		411600	662		101000
90228192											
21	09/03/25	BOOKS	349.83			7000		411600	662		101000
90228193											
22	09/03/25	BOOKS	9.46			7000		411600	662		101000
90228194											
23	09/04/25	BOOKS	35.80			7000		411600	662		101000
90266616											
24	09/04/25	BOOKS	30.72			7000		411600	662		101000
90266617											
25	09/05/25	BOOKS	20.49			7000		411600	662		101000
90285709											

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26	09/05/25	BOOKS	26.45			7000		411600	662		101000
90285710											
27	09/05/25	BOOKS	20.73			7000		411600	662		101000
90285711											
28	09/08/25	BOOKS	39.53			7000		411600	662		101000
90319370											
29	09/08/25	BOOKS	19.12			7000		411600	662		101000
90319371											
30	09/08/25	BOOKS	41.47			7000		411600	662		101000
90319372											
31	09/08/25	BOOKS	15.22			7000		411600	662		101000
90319373											
32	09/10/25	BOOKS	52.49			7000		411600	662		101000
90382287											
33	09/10/25	BOOKS	9.60			7000		411600	662		101000
90382288											
34	09/10/25	BOOKS	87.43			7000		411600	662		101000
90382289											
35	09/10/25	BOOKS	20.51			7000		411600	662		101000
90382290											
36	09/10/25	BOOKS	13.87			7000		411600	662		101000
90382291											
37	09/10/25	BOOKS	54.17			7000		411600	662		101000
90391945											
38	09/10/25	BOOKS	57.61			7000		411600	662		101000
90391946											
39	09/10/25	BOOKS	26.92			7000		411600	662		101000
90391947											
40	09/10/25	BOOKS	28.18			7000		411600	662		101000
90391948											
41	09/09/25	BOOKS	53.45			7000		411600	662		101000
90351338											
42	09/09/25	BOOKS	46.29			7000		411600	662		101000
90351339											
43	09/09/25	BOOKS	30.67			7000		411600	662		101000
90351340											
44	09/09/25	BOOKS	25.90			7000		411600	662		101000
90351341											

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45	09/15/25	B00KS	27.20			7000		411600	662		101000
90480464											
46	09/15/25	B00KS	89.72			7000		411600	662		101000
90480465											
47	09/15/25	B00KS	89.87			7000		411600	662		101000
90480466											
48	09/15/25	B00KS	12.17			7000		411600	662		101000
90480467											
49	09/15/25	B00KS	19.06			7000		411600	662		101000
90480468											
Total for Vendor:			2,925.86								
127877		3894 INTERNATIONAL CODE COUNCIL, INC	170.00								
Delliven Sprecher Member #8857479											
November 8, 25 thru November 7,2025											
1	09/10/25	FD Delliven Sprecher 2025 due	170.00			2060		415200	667		101000
Q15.000035430											
Total for Vendor:			170.00								
128001		1012 INTERSTATE POWER SYSTEMS, INC	4,118.86								
1	09/16/25	#4101 TRANSMISSION REPAIR	4,118.86			6010		450200	427		101000
R002108841											
Total for Vendor:			4,118.86								
127916		233 J & L SPORTS	143.00								
1	09/03/25	CLEANERS - UNIFORM EMBOIRDERY	143.00			1000		455000	422		101000
34755											
Total for Vendor:			143.00								
127963		C 3088 JASPER ENGINEERING & EQUIPMENT	320.00								
1	09/16/25	RENTAL GRADER PRESSURE SWITCH	320.00			1000		430000	427		101000
INV25J316643											
Total for Vendor:			320.00								

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127820 1	-96196E 08/06/25	1056 JOB SERVICE NORTH DAKOTA Unemployment - Sanitation	1,362.10 1,362.10			6010 450200	250		101000
		Total for Vendor:	1,362.10						
127878 1	C 08/21/25	2798 JOHNSON CONTROLS FD St# 76 Generator	433.90 433.90			2060 415200	494		101000
1-136306904825		Total for Vendor:	433.90						
127968 1		5507 JOSHUA BENEDICT TRAINING CERTIFICATION - SIOUX FALLS, SD 09/18/25 TRAVEL REIMBURSEMENT	189.00 189.00			2210 428000	340		101000
		Total for Vendor:	189.00						
128008 1		999999 KARAN BLAIR Tree Planting Permit - 2724 14th St W 09/18/25 Tree - 2724 14th St W	300.00 300.00			5000 422000	490		101000
		Total for Vendor:	300.00						
127784 1	C 05/13/25	3173 KIESLER POLICE SUPPLY, INC. red dot holster	127.46 127.46			1000 421000	987		101000
IN260077		Total for Vendor:	127.46						
127527 1	-96330C 3145 08/12/25	2735 KLJ ENGINEERING LLC Project 9062	5,510.00 5,510.00			4195 480000	313		101000
3145		Total for Vendor:	5,510.00						
127995 1	C 05/02/25	5464 KNOWBUDDY RESOURCES BOOKS	277.12 277.12			7000 411600	662		101000
ARK2200271		Total for Vendor:	277.12						

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127825		2752 KOST MATERIALS, LLC	1,176.00								
1	08/26/25	CURB & GUTTER	1,176.00			4387		480000	500		101000
145983											
		Total for Vendor:	1,176.00								
127904	-96193E	4482 KOTAPAY	3,414.42								
	09/19/2025	Payroll									
1	09/19/25	Child Support 09/19/25	3,414.42			1000		212549			101000
		Total for Vendor:	3,414.42								
127895		4598 KUSSMAUL ELECTRONICS	526.77								
1	09/15/25	FD Sent in for Repairs	526.77			2060		415200	427		101000
0000281102											
		Total for Vendor:	526.77								
127879		2325 KUSTOM KONCEPTS	78.01								
1	09/11/25	FD Accrediation patches	78.01			2060		415200	641		101000
9294											
		Total for Vendor:	78.01								
128013		999999 KYLE DOCKEN	300.00								
		Tree Planting Permit - 1112 26th Ave W									
1	09/18/25	Tree - 1112 26th Ave W	300.00			5000		422000	490		101000
		Total for Vendor:	300.00								
127971	C	705 LAWSON PRODUCTS	368.70								
1	09/04/25	STOCK HARDWARE	368.70			1000		455000	433		101000
9312785366											
		Total for Vendor:	368.70								
127757	C	4767 LENOVO (UNITED STATES) INC.	1,327.80								
1	08/30/25	ADULT SERVICE MANGR LAPTOP	954.00			7000		411600	497		101000
6473706299											
2	08/31/25	ADULT SERVICE MANGR MONITOR	373.80			7000		411600	497		101000
6473710293											
		Total for Vendor:	1,327.80								

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127880		711 LUTHER FAMILY FORD	659.77								
1	08/19/25	FD Batt 70 Ignition key stick	264.91			2060		415200	420		101000
		FOCS663847									
2	09/10/25	FD SQ 75 Alignment	394.86			2060		415200	420		101000
		FOCS665849									
		Total for Vendor:	659.77								
127961		C 3304 MAC'S HARDWARE	46.57								
1	09/17/25	HARDWARE/RACHET	46.57			1000		455000	433		101000
		8170									
		Total for Vendor:	46.57								
127881		C 3536 MACQUEEN	2,396.04								
1	09/16/25	FD E-71 VALVE, GAUGE, SEAL KIT	2,214.24			2060		415200	420		101000
		P13222									
2	09/11/25	FD ST 76 AIR COMPRESSOR	181.80			2060		415200	420		101000
		P54577									
		Total for Vendor:	2,396.04								
127803		C 5493 MAGGIE JORDAHL	85.00								
		ND SHRM Conference - Bismarck - 09/08/25-09/11/25									
		Meals									
1	09/12/25	Travel Reimb - 09/08-09/11	85.00			1000		414103	340		101000
		Total for Vendor:	85.00								
127779		C 5416 MARCO TECHNOLOGIES LLC NW 7128	103.50								
1	07/08/25	july 2025 pd monthly plotter	103.50			1000		421000	428		101000
		INV14061679									
		Total for Vendor:	103.50								
127758		5349 MARCO TECHNOLOGIES, LLC	627.62								
1	08/28/25	LEASE AGREEMENT FOR PRINTERS	627.62			7000		411600	428		101000
		39998847									

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127778		5349 MARCO TECHNOLOGIES, LLC	331.50								
1	09/08/25	sept 2025 pd mailroom	262.72			1000		421000	428		101000
40075296											
2	09/08/25	sept 2025 pd training room	68.78			1000		421000	428		101000
40075297											
127801		5349 MARCO TECHNOLOGIES, LLC	1,871.26								
1	40075295	09/08/25 Finance	215.95			1000		414100	428		101000
40075295											
2	40075295	09/08/25 Non-Departmental	518.52			1000		415000	428		101000
40075295											
3	40075295	09/08/25 Planning / Inspections	123.13			1000		418000	428		101000
40075295											
4	40075295	09/08/25 HR	36.32			1000		414103	428		101000
40075295											
5	40075295	09/08/25 Court	247.48			1000		412000	428		101000
40075295											
6	40075295	09/08/25 Police	27.02			1000		421000	428		101000
40075295											
7	40075295	09/08/25 PW Water	193.63			6020		450000	428		101000
40075295											
8	40075295	09/08/25 PW Sanitation	170.61			6010		450200	428		101000
40075295											
9	40075295	09/08/25 Fire	57.15			2060		415200	428		101000
40075295											
10	40075295	09/08/25 IT	123.13			1000		414104	428		101000
40075295											
11	40075295	09/08/25 Fleet & Facilities	35.19			1000		455000	428		101000
40075295											
12	40075295	09/08/25 Admin	123.13			1000		414000	428		101000
40075295											
127905		5349 MARCO TECHNOLOGIES, LLC	123.61								
1	09/12/25	FD August Agreement Billing	123.61			2060		415200	428		101000
40117944											
Total for Vendor:			2,953.99								

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128039		3630 MATRIX TRUST COMPANY	5,612.00								
1	09/19/25	Deferred Comp Pre-Tax Sept 25	3,690.00			1000		212547			101000
2	09/19/25	Deferred Comp Post-Tax Sept 25	1,922.00			1000		212548			101000
		Total for Vendor:	5,612.00								
127986		3119 MATT RETKA	50.00								
1	09/17/25	Sept WF Airport Secretary	50.00			7050		500000	120		101000
		Total for Vendor:	50.00								
127962		5455 MEAT JESUS LLC DBA BREADSMITH	37.50								
1	09/17/25	cops bakery	37.50			1000		421000	375	12	101000
17586		Total for Vendor:	37.50								
127906	C	299 MENARDS (FIRE)	17.98								
1	09/16/25	FD Burn Pans /HS Ext training	17.98			2060		415200	375		101000
65313		Total for Vendor:	17.98								
127792	C	5206 MENARDS (POLICE)	444.42								
		PO - 200276; Kitchen sink & pizza ovens									
1	09/10/25	acct 30360698 WW remodel	590.92			2975		421000	641	18	101000
2	06/06/25	acct 30360698 credit	-146.50			2975		421000	420	18	101000
58042		Total for Vendor:	444.42								
127832	C	4622 MENARDS (PUBLIC WORKS)	438.45								
1	09/05/25	CONCRETE MIX/FORMING	119.34			1000		430000	487		101000
64532		Total for Vendor:	119.34								
2	09/04/25	WOOD STAKES	8.98			2210		428000	358		101000
64472		Total for Vendor:	8.98								
3	09/03/25	MARKING PAINT	42.96			2210		428000	358		101000
64400		Total for Vendor:	42.96								
4	09/05/25	MISC TOOLS	43.89			6025		450000	432		101000
64555		Total for Vendor:	43.89								
5	09/05/25	CLEANING SUPPLIES	45.96			6025		450000	433		101000
64521		Total for Vendor:	45.96								

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6 64404	09/03/25	DIGITAL CALIPER	20.99			6025 450000	432		101000
7 64560	09/05/25	EXTENSION CORD	23.89			1000 455000	500		101000
8 64797	09/09/25	GREASE	13.98			1000 455000	420		101000
9 64968	09/11/25	DUCT TAPE/WOOD STATES/TORCH	64.74			1000 430000	722		101000
10 65030	09/12/25	TEMPERATUR GUN	10.99			1000 430000	432		101000
11 65072	09/12/25	UNIV JOINT/BAR	42.73			6020 450000	432		101000
127930 1 65473	C 09/18/25	4622 MENARDS (PUBLIC WORKS) MISC TOOLS	264.72 75.26			1000 430000	432		101000
2 65474	09/18/25	SLEDGE HAMMER/SOCKETS	107.94			1000 430000	432		101000
3 65419	09/17/25	BROOMS/SCOOP	81.52			1000 430001	432		101000
127949 1 65232	C 09/15/25	4622 MENARDS (PUBLIC WORKS) #2409 CONCRETE TRAILER PARTS	21.33 21.33			6020 450000	870		101000
127959 1 65410	C 09/17/25	4622 MENARDS (PUBLIC WORKS) MISC SHOP SUPPLIES	204.86 204.86			1000 455000	433		101000
127976 1 65063	C 09/12/25	4622 MENARDS (PUBLIC WORKS) SOCKET TRAY	10.99 10.99			6025 450000	432		101000
Total for Vendor:			940.35						

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127619 1	-96284C 08/31/25	5614 MERIDIAN COMMERCIAL CONSTRUCTION PROJ 9061	837,330.40 837,330.40			4188		480000	670		101000
		Total for Vendor:	837,330.40								
127788 1		2657 MICHAEL KANE 08/27/25 meal reimb, taser trn. Kane	126.00 126.00			1000		421000	340		101000
		Total for Vendor:	126.00								
127805 1	E 14948 09/11/25	2766 MIDCONTINENT COMMUNICATIONS Midco 193293401 - 3150 Sheyenne 19329340114948	1,250.39 1,250.39			2310		452120	497		101000
		Total for Vendor:	1,250.39								
127787 1	C 09/09/25	102 MIDSTATES WIRELESS #1220 equip install	3,298.33 2,203.23			1000		421000	610		101000
207000898-1 2		09/09/25 #1189 equip removal	760.00			1000		421000	610		101000
207000933-1 3		09/09/25 short antenna - port. radios	335.10			1000		421000	422		101000
205019910-1											
127855 1	C 09/12/25	102 MIDSTATES WIRELESS #1173 removal equipment	760.00 760.00			1000		421000	610		101000
207000943-1											
		Total for Vendor:	4,058.33								
127764 1	C 09/03/25	1854 MIDWEST TAPE DVD	697.64 33.28			7000		411600	664		101000
507691409 2		09/03/25 DVD	32.22			7000		411600	664		101000
507691410 3		09/03/25 DVD	276.42			7000		411600	664		101000
507691407 4		09/03/25 DVD	288.31			7000		411600	664		101000
507691406											

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5	09/10/25	DVD	20.22			7000 411600	664		101000
507719553									
6	09/10/25	DVD	47.19			7000 411600	664		101000
507719554									
Total for Vendor:			697.64						
127921	C	2121 MOEN PORTABLES & SEPTIC	188.75						
1	08/29/25	PORTABLE RENTAL	188.75			1000 430000	722		101000
57682									
Total for Vendor:			188.75						
127856	C	305 MOORE ENGINEERING INC	466,718.44						
1	SIN004363	09/04/25 Project 9063	14,198.25			4227 480000	313		101000
SIN004363									
2	SIN004346	09/04/25 Project 9021	6,923.35			2970 480000	313		101000
SIN004346									
3	SIN004341	08/29/25 Project 9062	1,828.75			4195 480000	313		101000
SIN004341									
4	SIN004341	08/29/25 Project 9061	3,914.06			4188 480000	313		101000
SIN004341									
5	SIN004330	08/29/25 Spec Assess City Requests	427.50			2970 480000	313		101000
SIN004330									
6	SIN004330	08/29/25 Record Requests	407.50			1000 414200	313		101000
SIN004330									
7	SIN004358	09/04/25 Imp Dist 3009	21,400.25			4225 480000	313		101000
SIN004358									
8	SIN004361	09/04/25 District 3008	57,683.00			4224 480000	313		101000
SIN004361									
9	SIN004340	08/29/25 District 3006	171,201.11			4003 480000	313		101000
SIN004340									
10	SIN004362	09/04/25 District 2297	2,114.75			4192 480000	313		101000
SIN004362									
11	SIN004366	09/04/25 District 2296	2,016.75			4191 480000	313		101000
SIN004366									
12	SIN004345	09/02/25 District 2288	7,645.75			4437 480000	313		101000
SIN004345									
13	SIN004309	08/29/25 Project 1316.3	877.50			4065 480000	313		101000
SIN004309									

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14	SIN004308	08/29/25 Imp Dist 1339	493.75			4088		480000	313		101000
15	SIN004337	08/29/25 Project 1342	2,047.97			4002		480000	313		101000
16	SIN004327	08/29/25 Imp Dist 1345	15,676.00			4009		480000	313		101000
17	SIN004313	08/29/25 Imp Dist 1348	15,516.47			4444		480000	313		101000
18	SIN004357	09/04/25 Project 1351	54,300.00			4221		480000	313		101000
19	SIN004364	09/04/25 Project 1352	3,056.50			4222		480000	313		101000
20	SIN004351	09/04/25 Imp Dist 1353	84,989.23			4189		480000	313		101000
Total for Vendor:			466,718.44								
127866		1014 MOTION INDUSTRIES, INC	208.82								
1	09/04/25	#2006B HOUSING/BEARINGS	208.82			6020		450000	427		101000
ND31-00546169											
127928		1014 MOTION INDUSTRIES, INC	1,840.14								
1	08/25/25	#4100/4101 BEARINGS	1,840.14			6010		450200	427		101000
ND31-00545573											
Total for Vendor:			2,048.96								
128045	-96189E	4663 MUTUAL OF OMAHA	3,509.62								
1	09/19/25	Sept 2025 Contributions	3,509.62			1000		212515			101000
Total for Vendor:			3,509.62								
127954	C	298 MVTL LABORATORIES	238.25								
1	09/02/25	WATER TESTING	238.25			6025		450000	335		101000
1321709											
Total for Vendor:			238.25								

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128046	-96188E	3546 NATIONWIDE INVESTMENT ADVISORS	10,324.00						
1	09/19/25	Sept 25 Post-Tax Contributions	2,910.00			1000 212551			101000
2	09/19/25	Sept 25 Pre-Tax Contributions	7,414.00			1000 212550			101000
		Total for Vendor:	10,324.00						
127918		3428 ND DEPARTMENT OF ENVIRONMENTAL	250.00						
1		BROCK, TRAVIS - WW01	50.00			1000 430000	340		101000
		OPCERT-5125							
2		BROCK, TRAVIS - WD01	50.00			1000 430000	340		101000
		OPCERT-5124							
3		NELSON, JAKE - WW01	50.00			1000 430000	340		101000
		OPCERT-5122							
4		NELSON, JAKE - WD01	50.00			1000 430000	340		101000
		OPCERT-5121							
5		BEHRNS, DANNY - WW02	50.00			6025 450000	340		101000
		OPCERT-5123							
127957		3428 ND DEPARTMENT OF ENVIRONMENTAL	140.00						
1	09/08/25	BOILER INSPECTION	140.00			1000 455000	420		101000
		N27837							
		Total for Vendor:	390.00						
128040	C	3541 ND FRATERNAL ORDER OF POLICE	2,254.50						
1	09/19/25	FOP Legal for Sept 2025	2,254.50			1000 212527			101000
		Total for Vendor:	2,254.50						
128032	-96192E	363 ND PERS	10,013.00						
	09/19/25	Payroll							
1	09/19/25	457b Def Comp - Contributions	10,013.00			1000 212532			101000
128033	-96191E	363 ND PERS	400.00						
	Sept 2025								
1	09/19/25	Freadrich service credit purch	400.00			1000 212532			101000
		Total for Vendor:	10,413.00						

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128042 1	09/19/25	3543 NEW YORK LIFE INSURANCE & Deferred Comp EE Sept 2025	5,920.00 5,920.00			1000 212531			101000
		Total for Vendor:	5,920.00						
127847 11/30/2025-12/1/2026 1 6901	09/17/25	3915 NIAIA NATIONAL INTERNAL AFFAIRS membership renewal	125.00 125.00			1000 421000	667		101000
		Total for Vendor:	125.00						
127948 1 E235C6B0	C 09/15/25	1403 NORTHERN TOOL & EQUIPMENT #2409 JACK/PNTL	236.97 236.97			6020 450000	870		101000
		Total for Vendor:	236.97						
127950 1 FG23263	09/17/25	1028 NORTHERN TRUCK EQUIPMENT CORP. PLUG	21.98 21.98			6020 450000	427		101000
127992 1 FG23252	09/11/25	1028 NORTHERN TRUCK EQUIPMENT CORP. #2006B WHEEL/BOLT	120.30 120.30			6020 450000	427		101000
127996 1 FG23253	09/11/25	1028 NORTHERN TRUCK EQUIPMENT CORP. #2006B MOTOR/COUPLER	1,142.02 1,142.02			6020 450000	427		101000
128017 1 FG23259	09/16/25	1028 NORTHERN TRUCK EQUIPMENT CORP. #2006B MOTOR MOUNTING ANGLE	136.80 136.80			6020 450000	427		101000
		Total for Vendor:	1,421.10						
127889 1 DR5308-1	C 08/31/25	141 NORTHSTAR SAFETY, INC Barriers for pavement projec	1,460.00 1,460.00			7050 500000	653		101000
		Total for Vendor:	1,460.00						

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127863	C	1715 NORTHWEST TIRE INC	74.82								
1	08/12/25	#4103 TIRES	55.11			6010		450200	427		101000
24051704											
2	09/05/25	#283 FLAT REPAIR	19.71			6020		450000	427		101000
26058706											
127914	C	1715 NORTHWEST TIRE INC	741.47								
1	09/12/25	#4202 TIRES	595.01			6010		450200	427		101000
24052257											
2	09/11/25	#4302 TIRES	73.23			6010		450200	427		101000
24052230											
3	09/17/25	#4102 FLAT REPAIR	73.23			6010		450200	427		101000
24052334											
127944	C	1715 NORTHWEST TIRE INC	854.63								
1	09/12/25	FD CRR Vehicle-new tires	854.63			2060		415200	420		101000
26058865											
127951	C	1715 NORTHWEST TIRE INC	849.88								
1	09/15/25	#1217 TIRES	786.68			1000		421000	427		101000
26058905											
2	09/15/25	#4302 FLAT REPAIR	63.20			6010		450200	427		101000
24052276											
Total for Vendor:			2,520.80								
127851	C	5440 NORTHWEST TIRE INC. (PD)	786.68								
1	09/15/25	#1217 tires	786.68			1000		421000	427		101000
26058905											
128031	C	5440 NORTHWEST TIRE INC. (PD)	740.43								
1	09/19/25	#1195 tires	740.43			1000		421000	427		101000
26059056											
Total for Vendor:			1,527.11								

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128041 1	09/19/25	3542 NYLI FUNDS NYLI (Mainstay) Sept 2025	850.00 850.00			1000		212529			101000
		Total for Vendor:	850.00								
127831 1 1932494309	09/09/25	4744 O'REILLY AUTOMOTIVE STORES, INC BATTERIES	484.98 484.98			1000		421000	427		101000
127940 1 1932494259	09/09/25	4744 O'REILLY AUTOMOTIVE STORES, INC #5101 BRAKE ROTOR/PADS	329.98 329.98			1000		430002	427		101000
		Total for Vendor:	814.96								
127761 1 24943	C 09/02/25	832 ODIN STATE DATABASE 7/1/25-6/30/26	660.67 660.67			7000		411600	994		101000
		Total for Vendor:	660.67								
127958 1 05-378058	C 09/15/25	352 OK TIRE STORE - COM CTR #2006 TIRES	320.05 320.05			6020		450000	427		101000
		Total for Vendor:	320.05								
127997 1 15963	09/08/25	399 OLYMPIC SALES HYDRAULIC FILTER	1,707.24 1,707.24			6010		450200	427		101000
		Total for Vendor:	1,707.24								
127893 1 100402086116	09/15/25	4455 OTIS ELEVATOR COMPANY FD Annual Maintenance Contract	2,186.16 2,186.16			2060		415200	428		101000
		Total for Vendor:	2,186.16								

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127838	C	1648 PARKLAND USA CORPORATION DBA	36,602.90								
1	09/08/25	BULK 87 ETHANOL - PW	17,860.81			1000		140000			101000
866421-25											
2	08/21/25	BULK DIESEL - PW	18,742.09			1000		140000			101000
840481-25											
127876	C	1648 PARKLAND USA CORPORATION DBA	286.39								
1	08/27/25	FD Bulk oil/admin vehicles	286.39			2060		415200	424		101000
in-848739-25											
		Total for Vendor:	36,889.29								
127775		999999 PATRICIA BULLER	161.50								
		Moved out on 5/9/25 and continued to pay, need to refund									
		Acct #22027									
1	09/12/25	UB Refund	161.50			6020		214100			101000
		Total for Vendor:	161.50								
128005		999999 PAUL TIMOTHY KASPAR	300.00								
		Tree Planting Permit - 1205 Rachel Dr W									
1	09/18/25	Tree - 1205 Rachel Dr W	300.00			5000		422000	490		101000
		Total for Vendor:	300.00								
128035		3548 PERSHING	500.00								
1	09/19/25	Alerus - Sept 2025	500.00			1000		212525			101000
		Total for Vendor:	500.00								
127798	C	563 PETRO SERVE USA	9,039.43								
1	0967933 08	08/31/25 WF Airport Fuel	9,039.43			7050		500000	424		101000
0967933 08/25											
127870	C	563 PETRO SERVE USA	89.35								
1	09/03/25	#2021 870XY	89.35			6020		450000	424		101000
4529											

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127908	C	563 PETRO SERVE USA	49.64						
1	08/31/25	FD August Fuel charges	49.64			2060 415200	424		101000
0967995-09/25									
127920	C	563 PETRO SERVE USA	175.64						
1	08/26/25	ST - 87 OXY	91.52			1000 430000	424		101000
1406									
2	08/18/25	ST - 87 OXY	84.12			1000 430000	424		101000
7510									
127952	C	563 PETRO SERVE USA	790.93						
1	09/08/25	CENEX QWIKLIFT	765.40			6010 450200	424		101000
009025									
2	09/12/25	CENEX INDOL/SUPERLUBE	25.53			6020 450000	424		101000
009037									
127989	C	563 PETRO SERVE USA	972.90						
1	09/18/25	CENEX MAXTRON	972.90			6010 450200	424		101000
102325									
Total for Vendor:			11,117.89						
127844		1987 PETSMART	26.98						
PO - 200274									
1	08/18/25	K9 Q quick release collar	26.98			1000 421000	915		101000
Total for Vendor:			26.98						
127819	C	1483 PITNEY BOWES BANK INC - RESERVE	1,500.00						
City Hall postage machine - meter refill									
1	09/16/25	Reserve Acct 20613972	1,500.00			1000 415000	661		101000
Total for Vendor:			1,500.00						
127762	C	384 PITNEY BOWES GLOBAL FINANCIAL	231.00						
1	09/01/25	SHIPNG CUBE LEASE 72425-102325	231.00			7000 411600	428		101000
3321268726									
Total for Vendor:			231.00						

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127767		999999 PRAIRIE PROPERTY MANAGEMENT	9.52						
		Acct #7131							
		2513 6th Ct W							
1	09/04/25	UB Refund - 2513 6th Ct W	9.52			6020 214100			101000
		Acct #7131							
		Total for Vendor:	9.52						
127974		2551 PRECISION PLUMBING INC	351.24						
1	09/12/25	PD - HEATING UNIT REPAIR	351.24			1000 455000	420		101000
		22196							
		Total for Vendor:	351.24						
127804		4229 RACHEL RICHTER LORDEMAN	146.59						
		3CMA Conference - Las Vegas - 09/02/25-09/05/25							
1	09/09/25	Travel Reimb - 09/02-09/05	146.59			1000 416200	340		101000
		Total for Vendor:	146.59						
128016		2982 RDO EQUIPMENT CO	300.16						
1	09/04/25	#5243 CUTTING EDGE	300.16			1000 430001	427		101000
		P3654954							
		Total for Vendor:	300.16						
128038		C 1464 RED RIVER VALLEY FOP LODGE #1	874.50						
1	09/19/25	FOP Dues Sept 2025	874.50			1000 212526			101000
		Total for Vendor:	874.50						
127871		1016 RED WING BUSINESS ADVANTAGE	506.22						
1	08/13/25	A MONGER - BOOTS	157.24			1000 455000	422		101000
		737ST1-1331792							
2	09/03/25	K MOORE - BOOTS	195.49			6010 450200	422		101000
		1583623							
3	09/05/25	Z BELLMORE - BOOTS	178.49			6025 450000	422		101000
		1601975							
4	07/18/25	BOOT RETURN	-195.49			6010 450200	422		101000
		737ST1-1026621							
5	09/04/25	A SPORES - BOOTS	195.49			1000 430001	422		101000
		737ST1-1592515							

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6	09/09/25	B PERRAULT - INSOLE RETURN	-64.99			1000 455000	422		101000
737ST1-1654261									
7	09/09/25	B PERRAULT - INSOLES	39.99			1000 455000	422		101000
737ST1-1654294									
Total for Vendor:			506.22						
127973		1182 REFRIGERATION HEATING INC	85.22						
1	09/09/25	VBELTS	85.22			1000 455000	420		101000
1515605									
Total for Vendor:			85.22						
127967	C	5509 RHYS LUGER	189.00						
TRAINING CERTIFICATION - SIOUX FALLS, SD									
1	09/18/25	TRAVEL REIMBURSEMENT	189.00			2210 428000	340		101000
Total for Vendor:			189.00						
127909	C	3655 RIGELS	569.00						
1	09/05/25	FD St 75 Washing Machine	569.00			2060 415200	641		101000
963275									
Total for Vendor:			569.00						
127891		999999 RIVER ROCK PROPERTY	104.96						
Account is paid in full, need to refund									
Acct #42291									
1	09/17/25	UB Refund - Acct #42291	104.96			6020 214100			101000
KBBA Legacy - 5116 Rose Creek Pkwy									
Total for Vendor:			104.96						
127780		5626 ROBERT MORRIS	1,425.00						
1	09/10/25	registration, training Kane	475.00			1000 421000	340		101000
ZVRG7IM1-0002									
2	09/10/25	registration, training KJ	475.00			1000 421000	340		101000
ZVRG7IM1-0003									
3	09/10/25	registration, training Zach	475.00			1000 421000	340		101000
ZVRG7IM1-0001									
Total for Vendor:			1,425.00						

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127984		1259 ROER'S CONSTRUCTION	6,973.40						
1	Pay App 3	09/22/25 Imp Dist 6059	6,973.40			4021 480000	670		101000
	Pay App 3								
		Total for Vendor:	6,973.40						
127892		999999 RYDER SYSTEM INC	11,695.57						
		Meter calculation error							
		Acct #6718							
1	09/17/25	UB Refund	11,695.57			6020 214100			101000
		Total for Vendor:	11,695.57						
127768		C 437 SANDY'S DONUTS & COFFEE SHOP	7,301.78						
1	#12	09/05/25 Enterprise Grant	1,851.90			2960 411900	654		101000
	#12								
2	#13	09/09/25 Enterprise Grant	5,449.88			2960 411900	654		101000
	#13								
		Total for Vendor:	7,301.78						
128007		999999 SARAH TEE	300.00						
		Tree Planting Permit - 4758 11th St W							
1	09/18/25	Tree - 4758 11th St W	300.00			5000 422000	490		101000
		Total for Vendor:	300.00						
127917		450 SCHEELS	120.00						
1	08/28/25	B WOODWARD BOOTS	120.00			1000 430001	422		101000
	158430								
128021		450 SCHEELS	199.95						
	po/200279								
1	09/16/25	new officer boots kelly	199.95			1000 421000	422		101000
	42954								
		Total for Vendor:	319.95						

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127845	C	2602 SELLIN BROTHERS, INC	655,247.68								
1	Pay App 5	09/05/25 Project 3006	655,247.68			4003		480000	670		101000
	Pay App 5										
		Total for Vendor:	655,247.68								
128004		999999 SHERI GALBREATH	300.00								
		Tree Planting Permit - 1034 Hickory Ln									
1		09/18/25 Tree - 1034 Hickory Ln	300.00			5000		422000	490		101000
		Total for Vendor:	300.00								
127795	C	2885 SHORTPRINTER	39.90								
1	165205	09/08/25 Business cards - S Iverson	19.95			1000		418000	410		101000
165205	2	165372 09/10/25 Business cards - P Bervik	19.95			1000		414200	410		101000
165372											
		Total for Vendor:	39.90								
127777	C	5199 SIGN BADGERS	232.50								
1		09/05/25 K9 Q stickers	127.50			1000		421000	375		101000
35375	2	09/10/25 plaque for Wuollet	105.00			1000		421000	375		101000
35425											
127972	C	5199 SIGN BADGERS	127.50								
1		09/16/25 vito K9 stickers	127.50			1000		421000	375		101000
35433											
		Total for Vendor:	360.00								
127786	C	3642 SIGN PRO	150.00								
1		09/08/25 #1178 graphic removal	150.00			1000		421000	610		101000
91778											
		Total for Vendor:	150.00								

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127925 1 27079	C 07/08/25	91 SIGN SOLUTIONS USA SIGNS	2,667.35 2,667.35			1000 430000	487		101000
Total for Vendor:			2,667.35						
127966 1 1579962214	09/12/25	2986 SITEONE LANDSCAPE SUPPLY LLC POND DYE	3,493.90 3,493.90			6025 450000	827		101000
Total for Vendor:			3,493.90						
127806 1 994617184	08/28/25	5600 SOUTHDATA INC UB Statements/Postage - Aug	12,190.44 12,190.44			6020 450000	360		101000
Total for Vendor:			12,190.44						
127987 1 000100	08/13/25	5631 SPREAD YOUR SUNSHINE Ice cream treats for EE picnic	270.00 270.00			1000 414103	378		101000
Total for Vendor:			270.00						
127854 1 19229.00-4	08/31/25	440 SRF CONSULTING GROUP, INC Project 6063	7,091.52 7,091.52			4213 480000	313		101000
Total for Vendor:			7,091.52						
127910 1 963275	09/15/25	C 3516 STEIN'S INC FD St 76 Supplies	314.27 314.27			2060 415200	500		101000
Total for Vendor:			314.27						
127799 1	09/10/25	5629 STEVE IVERSON Reimb for APA membership	138.90 138.90			1000 418000	667		101000
Total for Vendor:			138.90						

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127982	C	176 SUMMIT FIRE PROTECTION	800.00						
1	09/08/25	PD - STARLINK INSTALL	800.00			1000 455000	420		101000
3505531									
Total for Vendor:			800.00						
128030	C	5605 SUN CONTROL LLC	14,841.64						
**Remaining 10% will be paid after completion of project									
1	3607-2 07/23/25	Install safety film - CH	14,841.64			1000 363400			101000
3607-2									
Total for Vendor:			14,841.64						
127861	C	733 SWANSTON EQUIPMENT CORP	79.66						
1	09/05/25	#3035 SWITCH	79.66			1000 430000	427		101000
P16411									
127960	C	733 SWANSTON EQUIPMENT CORP	588.78						
1	09/15/25	#3054 FILTERS	588.78			1000 430000	427		101000
P16679									
Total for Vendor:			668.44						
127841		2895 TACTICAL SOLUTIONS	1,295.00						
1	08/23/25	certiification of radars	1,295.00			1000 421000	420		101000
11028									
Total for Vendor:			1,295.00						
127935		890 TCC MATERIALS	282.00						
1	08/18/25	CONCRETE MIX	282.00			6020 450000	394		101000
7861347									
Total for Vendor:			282.00						
127934	C	2491 TEAM LABORATORY CHEMICAL, LLC	4,580.00						
1	08/31/25	TACK COAT	4,580.00			1000 430000	722		101000
INV0048512									
Total for Vendor:			4,580.00						

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127955		1156 TESSMAN	292.25						
1	09/04/25	POND DYE	292.25			6025 450000	827		101000
S422389									
		Total for Vendor:	292.25						
127912		3411 THE UPS STORE #6740	49.46						
1	09/05/25	FD Damaged charger repair	49.46			2060 415200	661		101000
co22162									
127970		3411 THE UPS STORE #6740	30.17						
1	08/19/25	SHIPPING	30.17			1000 430002	487		101000
		Total for Vendor:	79.63						
127913		3524 TRAVIS OLSON	25.81						
1	09/09/25	FD fuel /Ext Class HS	25.81			2060 415200	424		101000
Fire Ext Class/HS									
		Total for Vendor:	25.81						
128012		999999 TYLER VETTER	300.00						
		Tree Planting Permit - 2078 11th St W							
1	09/18/25	Tree - 2078 11th St W	300.00			5000 422000	490		101000
		Total for Vendor:	300.00						
127993		2136 ULINE INC	181.49						
1	09/08/25	J STECKLER JOHNSON - JACKET	60.50			6020 450000	422		101000
197648583									
2	09/08/25	L MOUSSEAU - JACKET	60.50			1000 430000	422		101000
197648583									
3	09/08/25	Z BELLMORE - JACKET	60.49			6025 450000	422		101000
197648583									
		Total for Vendor:	181.49						
128043		C 1562 UNITED WAY OF CASS-CLAY	47.00						
1	09/19/25	Sept 2025 Contributions	47.00			1000 212536			101000
		Total for Vendor:	47.00						

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128047	-96187E	4665 UNUM	12,349.56						
1	09/19/25	Sept 25 Employee Contributions	6,633.58			1000 212514			101000
2	09/19/25	Sept 25 Employer Contributions	5,715.98			1000 212514			101000
		Total for Vendor:	12,349.56						
127782	C	3668 VERIZON WIRELESS	266.60						
1	09/08/25	aug 2025 river sensors	266.60			6020 450000	345		101000
6122416269									
127840	C	3668 VERIZON WIRELESS	14,806.70						
1	08/08/25	aug 2025 - city admin	338.39			1000 414000	356		101000
6122919728									
2	08/08/25	aug 2025 - finance	79.00			1000 414100	356		101000
6122919728									
3	08/08/25	aug 2025-ch assessing hot spot	40.01			1000 414101	356		101000
6122919728									
4	08/08/25	aug 2025 - econ development	79.03			1000 414102	356		101000
6122919728									
5	08/08/25	aug 2025 - HR	158.03			1000 414103	356		101000
6122919728									
6	08/08/25	aug 2025 - IT	344.42			1000 414104	356		101000
6122919728									
7	08/08/25	aug 2025 - engineering	635.66			1000 414200	356		101000
6122919728									
8	08/08/25	aug 2025 - commission	197.50			1000 415000	356		101000
6122919728									
9	08/08/25	aug 2025 - wellness room	40.01			1000 415000	497		101000
6122919728									
10	08/08/25	aug 2025 - communication	118.59			1000 416200	356		101000
6122919728									
11	08/08/25	aug 2025 - planning	237.09			1000 418000	356		101000
6122919728									
12	08/08/25	aug 2025 - pd misc	40.01			1000 421000	356		101000
6122919728									
13	08/08/25	aug 2025 - pd cell	4,042.47			1000 421000	356		101000
6122919728									

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14 6122919728	08/08/25 aug	2025 - pd bait	140.74			1000		421000	356		101000
15 6122919728	08/08/25 aug	2025 - pd passport	197.50			1000		421000	356		101000
16 6122919728	08/08/25 aug	2025 - pd 4sight	79.00			1000		421000	356		101000
17 6122919728	08/08/25 aug	2025 - pd mdc	234.90			1000		421000	356		101000
18 6122919728	08/08/25 aug	2025 - pd cradle point	755.55			1000		421000	356		101000
19 6122919728	08/08/25 aug	2025 - pd invest	40.01			1000		421000	356		101000
20 6122919728	08/08/25 aug	2025 - pd ICAC	0.00			1000		421000	356		101000
21 6122919728	08/08/25 aug	2025 - pd pole cams	80.02			1000		421000	356		101000
22 6122919728	08/08/25 aug	2025 - pd invest trailer	80.02			1000		421000	356		101000
23 6122919728	08/08/25 aug	2025 - pw street	358.59			1000		430000	356		101000
24 6122919728	08/08/25 aug	2025 - pw row	79.54			1000		430001	356		101000
25 6122919728	08/08/25 aug	2025 - pw	555.19			1000		450000	356		101000
26 6122919728	08/08/25 aug	2025 - pw B & G	360.10			1000		450000	356		101000
27 6122919728	08/08/25 aug	2025 - fire	1,273.18			2060		415200	356		101000
28 6122919728	08/08/25 aug	2025 - fire drone	40.01			2060		415200	356		101000
29 6122919728	08/08/25 aug	2025 - pw forestry	158.03			2210		428000	356		101000
30 6122919728	08/08/25 aug	2025 - pw sanitation	765.01			6010		450200	356		101000
31 6122919728	08/08/25 aug	2025 - pw water	596.28			6020		450000	356		101000
32 6122919728	08/08/25 aug	2025 - pw sewer	558.67			6025		450000	356		101000

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33 6122919728	08/08/25	aug 2025 - library	198.55			7000		411600	356		101000
34 6122919728	08/08/25	aug 2025-new CPs for PD (21)	1,165.92			1000		421000	356		101000
35 6122919728	08/08/25	aug 2025-new CPs for fire (6)	333.12			2060		415200	356		101000
36 6122919728	08/08/25	aug 2025 - new CP for lib (1)	55.52			7000		411600	356		101000
37 6122919728	08/08/25	aug 2025 - new CP for pw (1)	55.52			1000		450000	356		101000
38 6122919728	08/08/25	cell for Paul Bervik	147.76			1000		414200	356		101000
39 6122919728	08/08/25	cell for Dean Rolie	147.76			1000		450000	356		101000
Total for Vendor:			15,073.30								
127857 1 459523	09/12/25	2709 VIGEN'S LAWN SERVICE INC abaatement 1106 60th Ave W	138.00 138.00			1000		415000	555		101000
128002 1 453249	06/30/25	2709 VIGEN'S LAWN SERVICE INC 117 8TH ST W	900.00 500.00			6010		450200	307		101000
2 453259	06/30/25	1620 MAIN AVE W	200.00			6010		450200	307		101000
3 453269	06/30/25	26TH ST NW & 8TH AVE NW	200.00			6010		450200	307		101000
128026 1 460015	09/17/25	2709 VIGEN'S LAWN SERVICE INC abatment 1860 huntington ln	138.00 138.00			1000		415000	555		101000
Total for Vendor:			1,176.00								
128019 1 Inv #CBBC1442-0111 COLUMN SOFTWARE PBC	E CC-1830 08/05/25	3212 VISA ADMINISTRATION 06.02 City Comm Mtg Minutes	1,624.18 229.52			1000		202200			101000
				CC Accounting: 1000-		-415000-668					

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Claim/ Line #	Check Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
2	CC-1830	08/05/25 05.19 City Comm Mtg Minutes	246.24			1000 202200			101000
	Inv #CBBC1442-0110			CC Accounting: 1000-		-415000-668			
	COLUMN SOFTWARE PBC								
3	CC-1830	08/05/25 05.05 City Comm Mtg Minutes	238.64			1000 202200			101000
	Inv #CBBC1442-0109			CC Accounting: 1000-		-415000-668			
	COLUMN SOFTWARE PBC								
4	CC-1830	08/06/25 Annual Membership	590.00			1000 202200			101000
	GREATER NORTH DAKOTA CHAMBER OF COMMERCE			CC Accounting: 1000-		-415000-667			
5	CC-1830	08/22/25 Candy for PD Project #12	44.78			1000 202200			101000
	COSTCO WHOLESALE #1119			CC Accounting: 1000-		-421000-375			
6	CC-1830	08/22/25 NDLC Annual Meeting - Dustin	275.00			1000 202200			101000
	ND LEAGUE OF CITIES			CC Accounting: 1000-		-414000-340			
		Total for Vendor:	1,624.18						
128020	E	2437 VISA ASSESSING	567.00						
1	CC-1825	08/04/25 Online Seminar - Paul	55.00			1000 202200			101000
	IAAO			CC Accounting: 1000-		-414101-340			
2	CC-1825	08/19/25 Annual MN GIS Conf Reg- Austi	340.00			1000 202200			101000
	MN GIS/LIS Consortium			CC Accounting: 1000-		-414000-340			
	MISC CLAIM VENDOR								
3	CC-1825	08/20/25 Work apparel for GIS employee	172.00			1000 202200			101000
	3X GEAR LLC			CC Accounting: 1000-		-414000-410			
		Total for Vendor:	567.00						
128022	E	3706 VISA COMMUNICATIONS	1,171.86						
1	CC-1829	08/04/25 Facebook Ads - PD	12.00			1000 202200			101000
	Facebook/Meta			CC Accounting: 1000-		-416200-440			
	MISC CLAIM VENDOR								
2	CC-1829	08/07/25 Credit for sales tax	-21.95			1000 202200			101000
	4IMPRINT INC			CC Accounting: 1000-		-416200-602			
3	CC-1829	08/13/25 Mics for PD press conference	33.95			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-416200-641			
4	CC-1829	08/16/25 Facebook Ads - PD	5.99			1000 202200			101000
	Facebook/Meta			CC Accounting: 1000-		-416200-440			
	MISC CLAIM VENDOR								
5	CC-1829	08/24/25 Storage	0.99			1000 202200			101000
	APPLE.COM			CC Accounting: 1000-		-416200-497			

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6	CC-1829	08/24/25 Mic stands - PD press confere	47.97			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-416200-641			
7	CC-1829	08/25/25 Notebooks	17.47			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-416200-410			
8	CC-1829	08/26/25 Mic stands - PD press confere	19.95			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-416200-641			
9	CC-1829	08/28/25 Logo tote bags for Fall/Winte	1,029.99			1000 202200			101000
	VISTAPRINT			CC Accounting: 1000-		-416200-602			
10	CC-1829	08/28/25 Headset stands	25.50			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-416200-641			
Total for Vendor:			1,171.86						
128023	E	3693 VISA ENGINEERING	669.15						
1	CC-1823	08/19/25 Project 1351 - ad for bids	326.04			4221 202200			101000
	Inv #71CF4B85-0011			CC Accounting: 4221-		-480000-668			
	COLUMN SOFTWARE PBC								
2	CC-1823	08/20/25 Office supplies - Eng	51.56			1000 202200			101000
	OFFICE DEPOT OFFICEMAX			CC Accounting: 1000-		-414200-410			
3	CC-1823	08/21/25 Eng clothing allowance	291.55			1000 202200			101000
	Key Apparel			CC Accounting: 1000-		-414200-422			
	MISC CLAIM VENDOR								
Total for Vendor:			669.15						
128024	E	4335 VISA HUMAN RESOURCES	1,379.49						
1	CC-1828	08/22/25 Pop/water for EE picnic	71.56			1000 202200			101000
	COSTCO WHOLESALE #1119			CC Accounting: 1000-		-414103-378			
2	CC-1828	08/26/25 Roasters for EE picnic	209.93			1000 202200			101000
	FLEET FARM			CC Accounting: 1000-		-414103-378			
3	CC-1828	08/27/25 Food/drink/supplies for picni	608.60			1000 202200			101000
	SAM'S CLUB			CC Accounting: 1000-		-414103-378			
4	CC-1828	08/27/25 Table covers for EE picnic	10.00			1000 202200			101000
	DOLLAR TREE #3133			CC Accounting: 1000-		-414103-378			
5	CC-1828	08/27/25 Latex gloves for EE picnic	24.66			1000 202200			101000
	MENARDS (PUBLIC WORKS)			CC Accounting: 1000-		-414103-378			
6	CC-1828	08/30/25 ChatGPT subscription - Sarah	30.00			1000 202200			101000
	OpenAI			CC Accounting: 1000-		-414103-497			
	MISC CLAIM VENDOR								

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7	CC-1828 08/30/25	ChatGPT subscription - Nick OpenAI MISC CLAIM VENDOR	30.00			1000 202200 -414000-497			101000
8	CC-1828 08/31/25	Job ad for HR generalist LinkedIn MISC CLAIM VENDOR	273.60			1000 202200 -414103-399			101000
9	CC-1828 08/27/25	Returned latex gloves MENARDS (PUBLIC WORKS)	-11.99			1000 202200 -414103-378			101000
10	CC-1828 09/02/25	Job ad for HR generalist Indeed MISC CLAIM VENDOR	133.13			1000 202200 -414103-399			101000
Total for Vendor:			1,379.49						
128025	E	2439 VISA IT	274.45						
1	CC-1826 08/08/25	Replacement wheels for chairs AMAZON CAPITAL SERVICES	24.24			1000 202200 -414104-641			101000
2	CC-1826 08/11/25	Office supplies AMAZON CAPITAL SERVICES	20.30			1000 202200 -414104-410			101000
3	CC-1826 08/12/25	Office supplies / laptop stan AMAZON CAPITAL SERVICES	77.18			1000 202200 -414104-410			101000
4	CC-1826 08/22/25	Otterbox for iPhone AMAZON CAPITAL SERVICES	27.74			1000 202200 -414104-497			101000
5	CC-1826 08/23/25	Wall mounts for IP phones AMAZON CAPITAL SERVICES	25.98			1000 202200 -414104-497			101000
6	CC-1826 08/24/25	USB-C adapter AMAZON CAPITAL SERVICES	14.99			1000 202200 -414104-497			101000
7	CC-1826 08/24/25	Wall mounts for IP phones AMAZON CAPITAL SERVICES	62.45			1000 202200 -414104-497			101000
8	CC-1826 08/27/25	Door stoppers AMAZON CAPITAL SERVICES	33.06			1000 202200 -414104-641			101000
9	CC-1826 08/27/25	Refund for IP phone brackets AMAZON CAPITAL SERVICES	-11.49			1000 202200 -414104-497			101000
Total for Vendor:			274.45						

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128027	E	5092 VISA IT 2	602.45						
1	CC-1827	08/07/25 Fiber patch cables	119.20			1000 202200			101000
	FS HQ LLC			CC Accounting: 1000-		-414104-497			
2	CC-1827	08/07/25 ScreenConnect subscription	336.60			1000 202200			101000
	CONNECTWISE			CC Accounting: 1000-		-414104-497			
3	CC-1827	08/12/25 Wall mounts for IP phones	25.98			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-414104-497			
4	CC-1827	08/13/25 Ethernet cables	19.59			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-414104-497			
5	CC-1827	08/13/25 Rail mounts	15.99			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-414104-497			
6	CC-1827	08/18/25 Lights camera project	72.10			1000 202200			101000
	HIGH POINT NETWORKS			CC Accounting: 1000-		-414104-497			
7	CC-1827	08/18/25 Wall mounts for IP phones	12.99			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-414104-497			
Total for Vendor:			602.45						
127812	E	3161 VISA LIBRARY #1	197.95						
1	CC-1817	08/05/25 KEYCHAIN MAKING KIT	11.98			7000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 7000-		-411600-649			
2	CC-1817	08/07/25 PROGRAM SUPPLIES	53.64			7000 202200			101000
	WALMART			CC Accounting: 7000-		-411600-649			
3	CC-1817	08/14/25 SECURITY MIRROR	63.51			7000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 7000-		-411600-641			
4	CC-1817	08/17/25 EARBUDS	32.99			7000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 7000-		-411600-410			
5	CC-1817	08/20/25 PROGRAM SUPPLIES	35.83			7000 202200			101000
	FAMILY FARE			CC Accounting: 7000-		-411600-649			
Total for Vendor:			197.95						
127815	E	3162 VISA LIBRARY #2	2,908.25						
1	CC-1818	08/05/25 PROGRAM SUPPLIES	55.92			7000 202200			101000
	MICHAELS STORE #4818			CC Accounting: 7000-		-411600-649			
2	CC-1818	08/09/25 GRAMMERLY	144.00			7000 202200			101000
	12 MONTH SUBSCRIPTION/9/1/25 - 9/1/26			CC Accounting: 7000-		-411600-497			
	MISC CLAIM VENDOR								

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3	CC-1818	08/12/25 LAUREN NEPHEW MEMBERSHIP	327.00			7000 202200			101000
9/25 - 9/26		AMERICAN LIBRARY ASSOCIATION		CC Accounting: 7000-		-411600-667			
4	CC-1818	08/13/25 LAUREN NEPHEW MEMBERSHIP	60.00			7000 202200			101000
9/25 - 9/26		NORTH DAKOTA STATE LIBRARY		CC Accounting: 7000-		-411600-667			
5	CC-1818	08/15/25 JENNA KAHLY MEMBERSHIP	60.00			7000 202200			101000
9/25 - 9/26		NORTH DAKOTA STATE LIBRARY		CC Accounting: 7000-		-411600-667			
6	CC-1818	08/19/25 SHIP GRAPHIC MEDICINE DISPLAY	187.64			7000 202200			101000
		FEDEX FREIGHT		CC Accounting: 7000-		-411600-661			
7	CC-1818	08/28/25 MOBILE BEACON	1,920.00			7000 202200			101000
16		HOTSPOTS		CC Accounting: 7000-		-411600-680			
		MISC CLAIM VENDOR							
8	CC-1818	08/29/25 BARCODE	153.69			7000 202200			101000
		LABELS		CC Accounting: 7000-		-411600-410			
		MISC CLAIM VENDOR							
Total for Vendor:			2,908.25						
127816	E	4576 VISA LIBRARY #3	144.14						
1	CC-1820	08/18/25 HOTSPOT REPLACEMENT	132.00			7000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 7000-		-411600-680			
2	CC-1820	08/31/25 FACEBOOK	12.14			7000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 7000-		-411600-689			
Total for Vendor:			144.14						
128028	E	2438 VISA PLANNING	236.74						
1	CC-1824	08/07/25 Notary renewal - Lisa Sankey	36.00			1000 202200			101000
		ND SECRETARY OF STATE		CC Accounting: 1000-		-418000-667			
2	CC-1824	08/25/25 PZ 09.09 ZOA Landscaping	39.52			1000 202200			101000
		Inv #CBBC1442-0116		CC Accounting: 1000-		-418000-668			
		COLUMN SOFTWARE PBC							
3	CC-1824	08/25/25 PZ 09.09 McMahon Estates	45.60			1000 202200			101000
		Inv #CBBC1442-0117		CC Accounting: 1000-		-418000-668			
		COLUMN SOFTWARE PBC							
4	CC-1824	08/25/25 PZ 09.08 Sheyenne 2nd Additio	51.68			1000 202200			101000
		Inv #CBBC1442-0115		CC Accounting: 1000-		-418000-668			
		COLUMN SOFTWARE PBC							

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5	CC-1824	08/28/25 Commission nameplate - Fornes	37.55			1000 202200			101000
	Inv #35130			CC Accounting: 1000-		-418000-410			
	SIGN BADGERS								
6	CC-1824	08/29/25 Donuts for Steve's first day	26.39			1000 202200			101000
	SANDY'S DONUTS & COFFEE SHOP			CC Accounting: 1000-		-418000-410			
Total for Vendor:			236.74						
127769	E	3233 VISA POLICE #2	4,116.26						
1	CC-1816	08/19/25 travel ins for Anderson/Beilk	67.28			1000 202200			101000
	ALLIANZ GLOBAL ASSISTANCE			CC Accounting: 1000-		-421000-340			
2	CC-1816	08/19/25 flight, NTOA conf Anderson	498.36			1000 202200			101000
	DELTA AIR			CC Accounting: 1000-		-421000-340			
3	CC-1816	08/19/25 flight, NTOA conf Beilke	498.36			1000 202200			101000
	DELTA AIR			CC Accounting: 1000-		-421000-340			
4	CC-1816	08/22/25 trupanion, K9 ins	371.10			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-915			
5	CC-1816	08/22/25 luggange, Anderson	35.00			1000 202200			101000
	DELTA AIR			CC Accounting: 1000-		-421000-340			
6	CC-1816	08/29/25 luggange, Anderson	35.00			1000 202200			101000
	DELTA AIR			CC Accounting: 1000-		-421000-340			
7	CC-1816	08/29/25 luggange, Orn	35.00			1000 202200			101000
	DELTA AIR			CC Accounting: 1000-		-421000-340			
8	CC-1816	08/24/25 Gaylord Lodging, Anderson	1,246.08			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-340			
9	CC-1816	08/24/25 Gaylord Lodging, Beilke	1,246.08			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-340			
10	CC-1816	08/29/25 airport parking - Anderson	84.00			1000 202200			101000
	HECTOR INTERNATIONAL AIRPORT			CC Accounting: 1000-		-421000-340			
Total for Vendor:			4,116.26						
127770	E	3234 VISA POLICE #3	352.10						
1	CC-1815	08/11/25 loves #842, fuel, nelson	31.03			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-340			
2	CC-1815	08/14/25 kwik trip, fuel, nelson	28.57			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-340			
3	CC-1815	08/15/25 ship firearm - SWAT/Bomb	132.55			1000 202200			101000
	THE UPS STORE #6740			CC Accounting: 1000-		-421000-661			

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4	CC-1815	08/18/25 belt for Schweyen	159.95			1000 202200			101000
	KORE ESSENTIALS			CC Accounting: 1000-		-421000-422			
		Total for Vendor:	352.10						
127771	E	3244 VISA POLICE #4	69.32						
1	CC-1814	08/14/25 chaplain training - brown sr.	20.00			1000 202200			101000
	CASEY'S GENERAL STORE #3356			CC Accounting: 1000-		-421000-340			
2	CC-1814	08/18/25 speedway,fuel, stanton trng	49.32			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-340			
		Total for Vendor:	69.32						
127772	E	4300 VISA POLICE #5	741.27						
1	CC-1813	08/08/25 trn academy - fuel	35.97			1000 202200			101000
	TRI-ENERGY COOPERATIVE #76			CC Accounting: 1000-		-421000-340			
2	CC-1813	08/15/25 trn academy - fuel	40.06			1000 202200			101000
	TRI-ENERGY COOPERATIVE #76			CC Accounting: 1000-		-421000-340			
3	CC-1813	08/22/25 grooming labby	138.00			1000 202200			101000
	SIT. STAY. SPA.			CC Accounting: 1000-		-421000-915			
4	CC-1813	08/26/25 country inn, lodging kane	242.82			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-340			
5	CC-1813	08/26/25 country inn, lodging m. oldha	242.82			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-340			
6	CC-1813	08/26/25 #1189 fuel, kane training	41.60			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-340			
		Total for Vendor:	741.27						
127773	E	4301 VISA POLICE #6	389.61						
1	CC-1812	08/10/25 cadet - training fuel	32.29			1000 202200			101000
	CENEX DEVIL'S LAKE			CC Accounting: 1000-		-421000-375			
2	CC-1812	08/10/25 cadet - training fuel	45.15			1000 202200			101000
	CENEX DEVIL'S LAKE			CC Accounting: 1000-		-421000-375			
3	CC-1812	08/13/25 registration for Haskell	150.00			1000 202200			101000
	LLRMI			CC Accounting: 1000-		-421000-340			
4	CC-1812	08/14/25 items for swearing in	162.17			1000 202200			101000
	HORNBAACHERS			CC Accounting: 1000-		-421000-375			
		Total for Vendor:	389.61						

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127836	E	2423 VISA PUBLIC WORKS #1	6,947.86						
1	CC-1819	08/05/25 R JENSEN SAFETY GEAR SHERRILLTREE DBA VERTICAL SUPPLY GROUP	524.96			2210 202200			101000
2	CC-1819	08/05/25 R HELMING - TRAINING ISA (PURCHASE) 678-367-0981	120.00	CC Accounting: 2210-		-428000-641 2210 202200			101000
3	CC-1819	08/06/25 R JENSON PANTS RUNNINGS	154.97	CC Accounting: 2210-		-428000-340 2210 202200			101000
4	CC-1819	08/07/25 R OLSON BOOTS/PANTS FLEET FARM	410.45	CC Accounting: 2210-		-428000-422 6020 202200			101000
5	CC-1819	08/08/25 WORK GLOVES - SW INDUSTRIAL SAFETY, LLC	117.99	CC Accounting: 6020-		-450000-422 6025 202200			101000
6	CC-1819	08/08/25 WORK GLOVES - ST INDUSTRIAL SAFETY, LLC	117.98	CC Accounting: 6025-		-450000-639 1000 202200			101000
7	CC-1819	08/08/25 WORK GLOVES - WA INDUSTRIAL SAFETY, LLC	117.98	CC Accounting: 1000-		-430000-639 6020 202200			101000
8	CC-1819	08/08/25 BUDHI & AITI - SHIRTS CARHARTT	103.60	CC Accounting: 6020-		-450000-639 1000 202200			101000
9	CC-1819	08/08/25 VEHICLE TITLE - PD DMV FARGO BRANCH	25.00	CC Accounting: 1000-		-455000-422 1000 202200			101000
10	CC-1819	08/08/25 VEHICLE TITLE - ASSESSING DMV FARGO BRANCH	23.50	CC Accounting: 1000-		-418000-860 1000 202200			101000
11	CC-1819	08/08/25 VEHICLE TITLE - FORESTRY DMV FARGO BRANCH	25.00	CC Accounting: 1000-		-414101-610 2210 202200			101000
12	CC-1819	08/11/25 AITI, AITA, BUDHI PANTS/BOOTS FLEET FARM	727.77	CC Accounting: 2210-		-428000-610 1000 202200			101000
13	CC-1819	08/13/25 BOBCAT - SERVICE MANUALS MISC CLAIM VENDOR	172.79	CC Accounting: 1000-		-455000-422 1000 202200			101000
14	CC-1819	08/14/25 ROLLER SEAT HARBOR FREIGHT TOOLS	65.98	CC Accounting: 1000-		-455000-751 1000 202200			101000
15	CC-1819	08/15/25 WORK GLOVES - SW FULL SOURCE LLC	134.40	CC Accounting: 1000-		-455000-427 6025 202200			101000
16	CC-1819	08/15/25 WORK GLOVES - WA FULL SOURCE LLC	134.40	CC Accounting: 6025-		-450000-639 6020 202200			101000
17	CC-1819	08/15/25 WORK GLOVES - ST FULL SOURCE LLC	134.40	CC Accounting: 6020-		-450000-639 1000 202200			101000
18	CC-1819	08/15/25 WORK GLOVES - RW FULL SOURCE LLC	134.40	CC Accounting: 1000-		-430000-639 1000 202200			101000
				CC Accounting: 1000-		-430001-639			

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19	CC-1819 08/16/25	J FREEMAN - PANTS	194.37			6025 202200			101000
CARHARTT				CC Accounting: 6025-		-450000-422			
20	CC-1819 08/16/25	BUDHI - SHIRTS	25.90			1000 202200			101000
CARHARTT				CC Accounting: 1000-		-455000-422			
21	CC-1819 08/19/25	WORK SHIRTS	233.88			6010 202200			101000
FULL SOURCE LLC				CC Accounting: 6010-		-450200-422			
22	CC-1819 08/19/25	R JENSEN - JACKET	52.49			2210 202200			101000
FULL SOURCE LLC				CC Accounting: 2210-		-428000-422			
23	CC-1819 08/19/25	A SPORES - JACKET	52.49			1000 202200			101000
FULL SOURCE LLC				CC Accounting: 1000-		-430001-422			
24	CC-1819 08/19/25	SANITATION MEETING TREATS	99.30			6010 202200			101000
SAM'S CLUB				CC Accounting: 6010-		-450200-916			
25	CC-1819 08/19/25	KITCHEN SUPPLIES	23.94			6020 202200			101000
SAM'S CLUB				CC Accounting: 6020-		-450000-500			
26	CC-1819 08/19/25	POSTAL POINT - SHIPPING + STA	174.25			6020 202200			101000
MISC CLAIM VENDOR				CC Accounting: 6020-		-450000-360			
27	CC-1819 08/20/25	MISC TOOLS	153.94			6025 202200			101000
HARBOR FREIGHT TOOLS				CC Accounting: 6025-		-450000-432			
28	CC-1819 08/20/25	JP BENEDICT - TRAINING	750.00			2210 202200			101000
ISA (PURCHASE) 678-367-0981				CC Accounting: 2210-		-428000-340			
29	CC-1819 08/20/25	R LUGER - TRAINING	750.00			2210 202200			101000
ISA (PURCHASE) 678-367-0981				CC Accounting: 2210-		-428000-340			
30	CC-1819 08/20/25	CLOTHING RETURN	-25.90			1000 202200			101000
CARHARTT				CC Accounting: 1000-		-455000-422			
31	CC-1819 08/21/25	CHEMTEK - ASPH. REMOVER	854.45			1000 202200			101000
MISC CLAIM VENDOR				CC Accounting: 1000-		-430000-722			
32	CC-1819 08/21/25	TAX CREDIT	-14.40			6025 202200			101000
CARHARTT				CC Accounting: 6025-		-450000-422			
33	CC-1819 08/22/25	R BELL - BOOTS	178.19			1000 202200			101000
MISC CLAIM VENDOR				CC Accounting: 1000-		-430000-422			
34	CC-1819 08/27/25	NRASP - Z PAINTNER TRAINING	75.00			1000 202200			101000
MISC CLAIM VENDOR				CC Accounting: 1000-		-450000-340			
35	CC-1819 08/28/25	MISC TOOLS	99.39			6025 202200			101000
HARBOR FREIGHT TOOLS				CC Accounting: 6025-		-450000-432			
36	CC-1819 08/27/25	VEHICLE TITLE - SANITATION	25.00			6010 202200			101000
DMV FARGO BRANCH				CC Accounting: 6010-		-450200-870			
Total for Vendor:			6,947.86						

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127817	E	4256 VISA PUBLIC WORKS #2	3,092.82						
1	CC-1821	08/04/25 JACKETS	104.98			1000 202200			101000
		FULL SOURCE LLC		CC Accounting:	1000-	-430000-422			
2	CC-1821	08/06/25 WEED WHIPPERS	499.98			1000 202200			101000
		S & S LANDSCAPING		CC Accounting:	1000-	-430001-641			
3	CC-1821	08/06/25 MISC SHOP SUPPLIES	216.92			1000 202200			101000
		HARBOR FREIGHT TOOLS		CC Accounting:	1000-	-455000-433			
4	CC-1821	08/07/25 LOGAN & TROY - CONFERENCE	756.00			6010 202200			101000
		NDSWRA		CC Accounting:	6010-	-450200-340			
5	CC-1821	08/07/25 R HELMING - LODGING	103.90			2210 202200			101000
		Sleep Inn & Suites		CC Accounting:	2210-	-428000-340			
6	CC-1821	08/07/25 JP BENEDICT - LODGING	103.90			2210 202200			101000
		Sleep Inn & Suites		CC Accounting:	2210-	-428000-340			
7	CC-1821	08/07/25 R JENSEN - LODGING	103.90			2210 202200			101000
		Sleep Inn & Suites		CC Accounting:	2210-	-428000-340			
8	CC-1821	08/07/25 R LUGER - LODGING	103.90			2210 202200			101000
		Sleep Inn & Suites		CC Accounting:	2210-	-428000-340			
9	CC-1821	08/19/25 B MATZKE - FLIGHTS	384.86			1000 202200			101000
		AMERICAN AIRLINES		CC Accounting:	1000-	-450000-340			
10	CC-1821	08/19/25 B HANSON - FLIGHTS	384.86			6020 202200			101000
		AMERICAN AIRLINES		CC Accounting:	6020-	-450000-340			
11	CC-1821	08/19/25 C COSTELLO - FLIGHTS	384.86			6020 202200			101000
		AMERICAN AIRLINES		CC Accounting:	6020-	-450000-340			
12	CC-1821	08/21/25 BIG ROCK SUPPLY - BURN CREAM	49.74			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting:	1000-	-430000-639			
13	CC-1821	08/26/25 JACKETS - RETURN	-104.98			1000 202200			101000
		FULL SOURCE LLC		CC Accounting:	1000-	-430000-422			
Total for Vendor:			3,092.82						
127818	E	4625 VISA PUBLIC WORKS #3	797.17						
1	CC-1822	08/08/25 FO - TRAVEL FUEL	44.69			2210 202200			101000
		HOLIDAY STATIONSTORE		CC Accounting:	2210-	-428000-340			
2	CC-1822	08/20/25 E WILM - CAR RENTAL	251.94			1000 202200			101000
		EXPEDIA.COM HEADQUARTERS		CC Accounting:	1000-	-455000-340			
3	CC-1822	08/20/25 E WILM - FLIGHTS	446.97			1000 202200			101000
		AMERICAN AIRLINES		CC Accounting:	1000-	-455000-340			

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4	CC-1822	08/26/25 WATER TESTING - FUEL	23.57			6020 202200			101000
	EXXON MOBILE			CC Accounting: 6020-		-450000-340			
5	CC-1822	08/26/25 WATER TESTING - FUEL	30.00			6020 202200			101000
	EXXON MOBILE			CC Accounting: 6020-		-450000-340			
Total for Vendor:			797.17						
128048	-96186E	4662 VOYA	414.00						
1	09/19/25	Sept 2025 Contributions	414.00			1000 212511			101000
Total for Vendor:			414.00						
127827	C	544 WALLWORK TRUCK CENTER	235.71						
1	09/02/25	#7045 EXHAUST CLAMP	41.78			4387 480000	427		101000
	01P633183								
2	09/11/25	FILTER	358.78			6010 450200	427		101000
	01P636302								
3	09/12/25	AIR DRYER CARTRIDGE	65.85			6010 450200	427		101000
	01P637018								
4	08/22/25	#413 CORE CREDIT	-204.00			6010 450200	427		101000
	01P630055								
5	09/12/25	#4201 GASKET RETURN	-26.70			6010 450200	427		101000
	01P636927								
6	08/15/25	#4006 CHAMBER RETURN	-70.63			6010 450200	427		101000
	01P627901								
7	08/15/25	#4006 CHAMBER	70.63			6010 450200	427		101000
	01P627897								
127865	C	544 WALLWORK TRUCK CENTER	81.63						
1	09/12/25	PURGE VALVE KIT	7.49			6010 450200	427		101000
	01P637135								
2	09/11/25	HUBCAP	59.16			6020 450000	427		101000
	01P636629								
3	09/15/25	PURGE VALVE KIT	14.98			6010 450200	427		101000
	01P637159								

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127942	C	544 WALLWORK TRUCK CENTER	109.31								
1	09/15/25	#415 VALVE	77.93			6010		450200	427		101000
01P637490											
2	09/12/25	#415 PRESSURE VALVE	31.38			6010		450200	427		101000
01P637016											
127990	C	544 WALLWORK TRUCK CENTER	670.41								
1	09/18/25	INJECTOR KIT	670.41			1000		455000	432		101000
01P638199											
127999	C	544 WALLWORK TRUCK CENTER	1,224.16								
1	09/11/25	#415 BRAKES/SHOES	1,224.16			6010		450200	427		101000
01P636563											
Total for Vendor:			2,321.22								
128049		5632 WESTMOR INDUSTRIES LLC	5,479.19								
1	855474 09/19/25	Retractors for fuel islands	5,479.19			1000		455000	420		101000
855474											
Total for Vendor:			5,479.19								
127883	-96195E	3549 WEX FSA	3,554.95								
1	09/19/25	Med FSA - 09/19/25 payroll	388.33			1000		212530			101000
2	09/19/25	Dep FSA - 09/19/25 payroll	3,166.62			1000		212523			101000
Total for Vendor:			3,554.95								
127885	C	807 WEX HEALTH, INC	815.75								
1	0002215469 08/31/25	COBRA/FSA/HSA - Aug	815.75			1000		414103	307		101000
0002215469-IN											
Total for Vendor:			815.75								
127794	-96197E	4676 WEX HSA	231.25								
09.05.25		Payroll - additional									
1	09/05/25	HSA Contributions - ER	81.25			1000		212530			101000
2	09/05/25	HSA Contributions - EE	150.00			1000		212530			101000
Total for Vendor:			231.25								

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127789		569 WF ANIMAL HOSPITAL	4,088.22								
1	08/31/25	aug 2025 pound fee	3,761.00			1000		421000	396		101000
303013											
2	08/31/25	K9 medical (Jazz, Thor, Labby)	327.22			1000		421000	915		101000
303073											
		Total for Vendor:	4,088.22								
128037		3827 WF Firefighters Association	1,160.00								
1	09/19/25	Fire Union Dues Sept 2025	1,160.00			1000		212552			101000
		Total for Vendor:	1,160.00								
127924		2740 WM CORPORATE SERVICES, INC	100,974.30								
1	09/02/25	COWF MASTER BILLING	91,802.04			6010		450200	916		101000
6803659											
2	09/02/25	WATER TOWER DROPSITE	7,862.01			6010		450200	916		101000
6803657											
3	09/02/25	SANITATION DROPSITE	1,310.25			6010		450200	916		101000
6803658											
		Total for Vendor:	100,974.30								
127490		5528 WORLD INSURANCE ASSOCIATES LLC	27.00								
1	08/21/25	NEW SANITATION VEH INSURANCE	2,295.00			6010		450200	870		101000
394774											
2	08/19/25	PD GATE INSURANCE	5.00			1000		415000	321		101000
394208											
3	08/19/25	NEW FORESTRY VEH INSURANCE	382.67			2210		428000	610		101000
394209											
4	08/19/25	NEW ASSESSING VEH INSURANCE	382.67			1000		414101	610		101000
394209											
5	08/19/25	NEW PLANNING VEH INSURANCE	382.66			1000		418000	860		101000
394209											
6	07/30/25	UPDATE PROPERTY INSURANCE CRED	-5.00			1000		415000	321		101000
386973											
7	07/30/25	UPDATE PROPERTY INSURANCE CRED	-82.00			2210		428000	610		101000
386973											
8	08/27/25	SANITATION VEH INSURANCE REMOV	-838.00			6010		450200	321		101000
397038											

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
9 371195	06/19/25	DELETED VEH INSURANCE CREDIT	-302.00			6010 450200	321		101000
10 371195	06/19/25	DELETED VEH INSURANCE CREDIT	-2,194.00			1000 430000	321		101000
Total for Vendor:			27.00						
127915	E	338 XCEL ENERGY	72.17						
1 943696449	09/09/25	FD St 75 August billing	72.17			2060 415200	527		101000
Total for Vendor:			72.17						
128010		999999 ZACHARY BUTH	190.00						
Tree Planting Permit - 3028 14th St W									
1	09/18/25	Tree - 3028 14th St W	190.00			5000 422000	490		101000
Total for Vendor:			190.00						
# of Claims			292	Total:		4935,639.63	# of Vendors		96
Total Electronic Claims						2837,051.57			
Total Non-Electronic Claims						2098588.06			

** 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 Agenda ***

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Lisa Sankey
2. PHONE NUMBER: 515-5376 DATE: September 12, 2025
3. AGENDA TITLE:

A25-20 McMahon Estates 3rd Subdivision, a request for Conditional Use Permit to allow for an accessory structure greater than 1,000 square feet in an R-1E: Rural Estate Zoning District

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

Conditional Use Permit for to allow for accessory structure greater than 1,000 ft² as provided for as a conditional use in the R-1E District. At their September 9, 2025 meeting, the West Fargo Planning and Zoning Commission voted to recommend approval of the proposed Conditional Use Permit with conditions of approval noted in the staff report. The conditions have been satisfied with the execution of the conditional use permit agreement by the applicant.

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

Located at 214 51st Ave E (Lot 2, Block 3 McMahon Estates 3rd), City of West Fargo, North Dakota.

6. ACTION BEING REQUESTED FROM CITY COMMISSION:

Approve the Conditional Use Permit and CUP Agreement to allow an accessory structure greater than 1,000 square feet in an R-1E: Rural Estate Zoning District

STAFF REPORT

A25-20		CONDITIONAL USE PERMIT	
McMahon Estates 3 rd Subdivision			
214 51st Ave E (Lot 2, Block 3 McMahon Estates 3rd)			
Owner/Applicant: Shane & Jennifer Brandvold		Staff Contact: Lisa Sankey	
Planning & Zoning Commission Public Hearing:		09-09-2025 – Approved	
City Commission:		09-22-2025	

PURPOSE:

Conditional Use Permit to allow an accessory structure greater than 1,000 square feet in an R-1E: Rural Estate Zoning District.

STATEMENTS OF FACT:

Land Use Classification:	G-2: Sub-Urban – Growth Sector
Existing Land Use:	Single Family Dwelling
Current Zoning District:	R-1E: Rural Estate District
Zoning Overlay District(s):	None
Proposed Lot size(s) or range:	1.30 Acres (57,000 ft ²)
Adjacent Zoning Districts:	North, East, and West – R-1E: Rural Estate District; South – Agricultural (City of Fargo City Limits)
Adjacent street(s):	51 st Avenue East (Local); 52 nd Avenue East (Arterial)
Adjacent Bike/Pedestrian Facilities:	n/a
Available Parks/Trail Facilities:	The Wilds Park within a mile

DISCUSSION AND OBSERVATIONS:

- The R-1E: Rural Estate zoning district allows for accessory structures greater than 1,000 ft² as a conditional use provided they are in character with the development pattern of the subdivision they are in.
- The applicant has provided a site plan showing a new accessory structure in the rear yard. The total square footage for the proposed structure would be 1,344 (32'x 42') square feet. Earlier this year an 1,800 square foot structure was approved to the northwest. Other structures approved previously in the McMahon Estates development have been 1,600 to 2,172 square feet.
- The applicant indicated the structure would be built with similar siding to match the exterior of the existing house. A narrative of the proposed structure was provided and attached.
- A conditional use permit agreement is required to be signed prior to issuance of a building permit and may include conditions deemed appropriate by the Commission.

CRITERIA FOR GRANTING CONDITIONAL USE PERMIT:

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

1. Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.

STAFF REPORT

- The property has adequate access, and the improvements will not affect the current access.
- 2. Off-street parking and loading areas where required, with particular attention to the items in (1) above and the economic, noise, glare or odor effects of the special exception on adjoining properties and properties generally in the district.
 - No concerns noted
- 3. Refuse and service areas, with particular reference to the items in (1) and (2) above.
 - No concerns noted.
- 4. Utilities, with reference of locations, availability, and compatibility.
 - No concerns noted
- 5. Screening and buffering with reference to type, dimensions, and character.
 - No concerns noted
- 6. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district.
 - No concerns noted
- 7. Required yards and other open space.
 - No concerns noted.
- 8. Soil conditions, as they relate to on-site sewage disposal, water supply, basement excavating, road construction and related land use.
 - No concerns noted.
- 9. General compatibility with adjacent properties and other property in the district.
 - The land adjacent to this area is R-1E: Rural Estate District and similar style and sized accessory buildings have been previously approved within the subdivision.

NOTICES:

Sent to: Property Owners within 350' and Applicable agencies and departments

- A call was received from a neighboring property owner asking for more information.

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

- The proposal is consistent with the city's comprehensive plan and other applicable city plans, as the proposed structure is accessory to an existing residential use and does not conflict with the Comprehensive Plan.

PLANNING & ZONING COMMISSION ACTION:

At their September 9, 2025 meeting, the West Fargo Planning and Zoning Commission voted to recommend approval of the proposed Conditional Use Permit on the basis that it is consistent with City plans and ordinances with recommended conditions of approval as follows:

1. The accessory building is constructed of the same color and materials as the primary residential structure.
2. A Signed Conditional Use Permit Agreement is received.

STAFF REPORT

RECOMMENDATIONS:

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

Attachments

1. Aerial map
2. Zoning map
3. Site Plan
4. Narrative/Description of structure
5. Conditional Use Permit Agreement



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



Detached Garage

Garage will be 32' wide x 42' Long, with a side wall of 14'.

Roof will be a 4/12 Pitch.

Siding will match the existing house.

Will have a 12' Tall, and 12' wide overhead door, Facing North.

Will have a 36" walk-in door, Facing east on the North East corner of the garage.

3 2' x 4' windows on the East, West and South walls.

Shingles to match house.

Thickened edge concrete slab, per west Fargo regulations.



HOME OFFICE
FARGO, NORTH DAKOTA
4000 12th Avenue N.W.
58108-2846
Phone: 701-277-1225
Fax: 701-277-1516

OFFICE AT
BISMARCK, NORTH DAKOTA
58502-1254
P.O. Box 1254
Phone: 701-223-6695
Fax: 701-224-0937

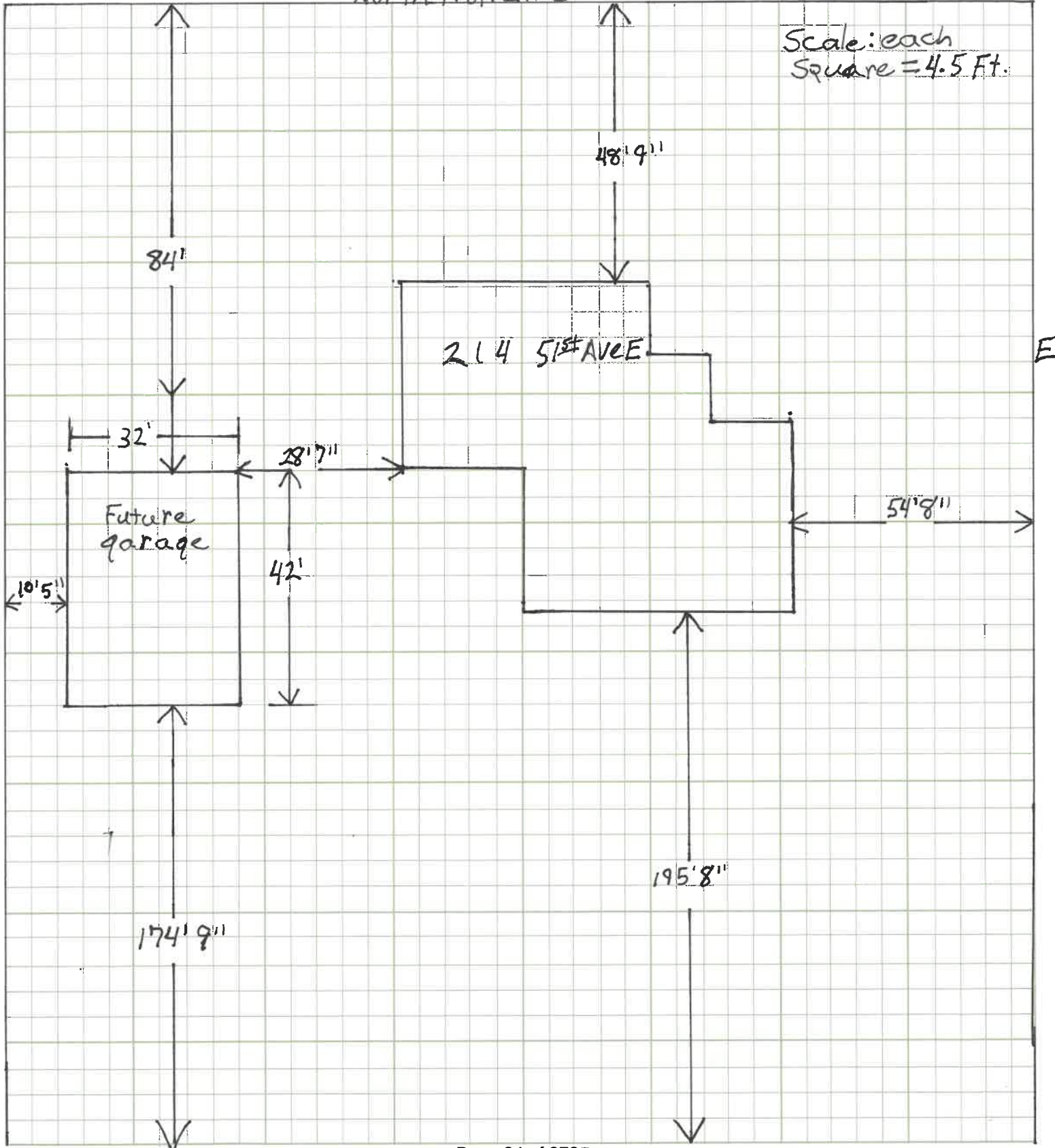
OFFICE AT
DICKINSON, NORTH DAKOTA
58602-1035
P.O. Box 1035
Phone: 701-225-5197
Fax: 701-225-0207

IMPROVEMENT COMPANY

Project _____ Project No. _____ Client _____ Date _____

North Prop. Line

Scale: each
Square = 4.5 Ft.



Conditional Use Permit

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

WHEREAS, Shane and Jennifer Brandvold (hereinafter referred to as the “**Applicants**”) have paid the sum of four hundred dollars (\$400.00) to the City of West Fargo, as required by the City of West Fargo Zoning Ordinance, and has complied with all the requirements of said ordinance necessary for obtaining this permit; and

WHEREAS, the **Applicants** are the legal owner of property located at 214 51st Avenue East, West Fargo, ND 58078, legally described as (hereinafter referred to as the “**Property**”):

Lot 2, Block 3 McMahon Estates 3rd Subdivision

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

Construct an accessory building greater than 1,000 ft² in an R-1E: Rural Estate zoning district.

on the above-described Property with the following conditions:

1. The approximately 1,344 square foot accessory building (32' x 42' square foot) is constructed of the same color and materials as the primary residential structure.
2. Use of the accessory building meet the requirements of the R-1E: Rural Estate District Standards.
3. The City of West Fargo reserves the right to inspect the property for compliance with these conditions.
4. Any and all claims that arise or may arise against Applicants, 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, Applicants, its agents servants, employees, or assigns shall indemnify, hold harmless, and defend the City, its officers and employees against any and all liability, loss, costs, damages, expenses, claims, actions, or judgments, including attorneys' fees which the City, its officers or employees may hereafter sustain, incur, or be required to pay, in any way connected with the use of the Property or City actions related to the granting of this Conditional Use Permit.
5. Any improvements made to the property in connection with this Conditional Use Permit shall be at the sole expense of the Owner and shall not be the obligation of the City.
6. If Applicants fail to observe the terms and conditions of this Conditional Use Permit, the City may revoke this Conditional Use Permit. In such an event, the City will give

owner at least a ten (10) day notice of revocation of a revocation hearing for the Conditional Use Permit stating the time, place and purpose of such hearing. Upon such hearing, the City may revoke this Conditional Use Permit. If this Conditional Permit is revoked Owner shall remove the conditionally permitted use from the property by the date stated by the City Commission at the hearing. Applicants shall pay as reasonable attorney's fees and court costs associated with the City's enforcement of the terms of this Conditional Use Permit.

7. This Conditional Use permit will not be in effect until such time as:
 - a) it is executed and recorded with Cass County; and
 - b) the City of West Fargo is provided with recording information.
8. The obligations herein shall run with the Property and shall bind the Applicants and the Owner and their successors and assigns.
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.
10. The Applicants acknowledges receipt of this Conditional Use Permit and agrees to its terms and conditions.

Dated this 12 day of Sept, 2025.

APPLICANTS:


Shane Brandvold


Jennifer Brandvold

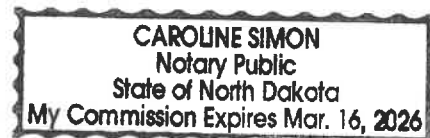
STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 12 day of SEPT, 2025, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Shane and Jennifer Brandvold, known to me to be the persons who is described in and who executed the above and foregoing document and acknowledged to me that they executed the same.

[SEAL]


Notary Public

Dated this 12 day of SEPT, 2025.



Dated this ____ day of _____, 20____.

CITY OF WEST FARGO

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

Dustin T. Scott, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Bernie L. Dardis and Dustin T. Scott, known to me to be the President of the Board of City Commissioners and City Auditor, respectively, of the City of West Fargo, that is described in and who executed the above and foregoing document and acknowledged to me that he executed the same on the behalf of the City of West Fargo.

[SEAL]

Notary Public

*** Consent Agenda ***

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Lisa Sankey
2. PHONE NUMBER: 515-5376 DATE: September 12, 2025
3. AGENDA TITLE:
A25-18 Sterling Industrial Park 8th Addition Final Plat Approval
4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
Approve final plat of Sterling Industrial Park 8th Addition. At their August 12, 2025 meeting, the West Fargo Planning and Zoning Commission voted to recommend approval of the proposed subdivision plat on the basis it is consistent with City plans and ordinances.
5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
632 13th St NE (Lot 4, Block 2 of Sterling Industrial Park 1st Addition & Lot 5, Block 1 of Sterling Industrial Park 2nd Addition) City of West Fargo, North Dakota.
6. ACTION BEING REQUESTED FROM CITY COMMISSION:
Approve Final Plat

STAFF REPORT

A25-18 COMBINATION/RETRACEMENT PLAT	
Sterling Industrial Park 8 th Addition	
632 13 th St NE (Lot 4, Block 2 of Sterling Industrial Park 1 st Addition & Lot 5, Block 1 of Sterling Industrial Park 2 nd Addition)	
Owner: Freightex Leasing Services, LLC Applicant: Cole Neset, Neset Land Surveys	Staff Contact: Lisa Sankey
Planning & Zoning Commission:	08-12-2025 - Approval
City Commission Final Plat Approval:	09-22-2025

PURPOSE:

Combination of two existing platted lots into one.

STATEMENTS OF FACT:

Land Use Classification:	G-2 Sub-Urban – Growth Sector
Existing Land Use:	Vacant
Current Zoning District(s):	M: Heavy Industrial
Zoning Overlay District(s):	None
Proposed Lot size(s) or range:	2.52 Acres
Adjacent Zoning Districts:	M: Heavy Industrial
Adjacent street(s):	7 th Avenue NE (Minor Arterial); 13 th Street NE (Local)
Adjacent Bike/Pedestrian Facilities:	None
Available Parks/Trail Facilities:	None
Land Dedication Requirements:	n/a

DISCUSSION AND OBSERVATIONS:

- The applicant is proposing to combine two previously subdivided lots.
- Property owners wishing to combine properties which have been previously platted for the purpose of building across lot lines and/or increasing lot area to address district requirements may submit a retracement plat provided the following conditions are met:
 1. No additional right-of-way is required or being established.
 2. There is no proposed or perceived need of public improvements as a result of the combining of platted lots.
 3. Lots to be combined are contiguous and under common ownership.
- The owner intends to continue to utilize the property for semi-truck parking.
- The proposed retracement plat will not affect the property or use. The retracement plat will be given a subdivision name with a lot and block number, which will be of benefit to the City and Cass County for administration purposes.
- With retracement plats there are no street right-of-way dedication or park dedication requirements.
- A public hearing is not required, though the applicant must plat the property according to platting standards and the plat must be reviewed by the Planning and Zoning and City Commissions.

STAFF REPORT

NOTICES:

Sent to: Applicable agencies and departments

Comments Received:

- None to date.

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

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

PLANNING & ZONING COMMISSION ACTION:

At their August 12, 2025 meeting, the West Fargo Planning and Zoning Commission voted to recommend approval of the proposed Retracement Plat on the basis it is consistent with City Plans and Ordinances.

RECOMMENDATIONS:

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

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

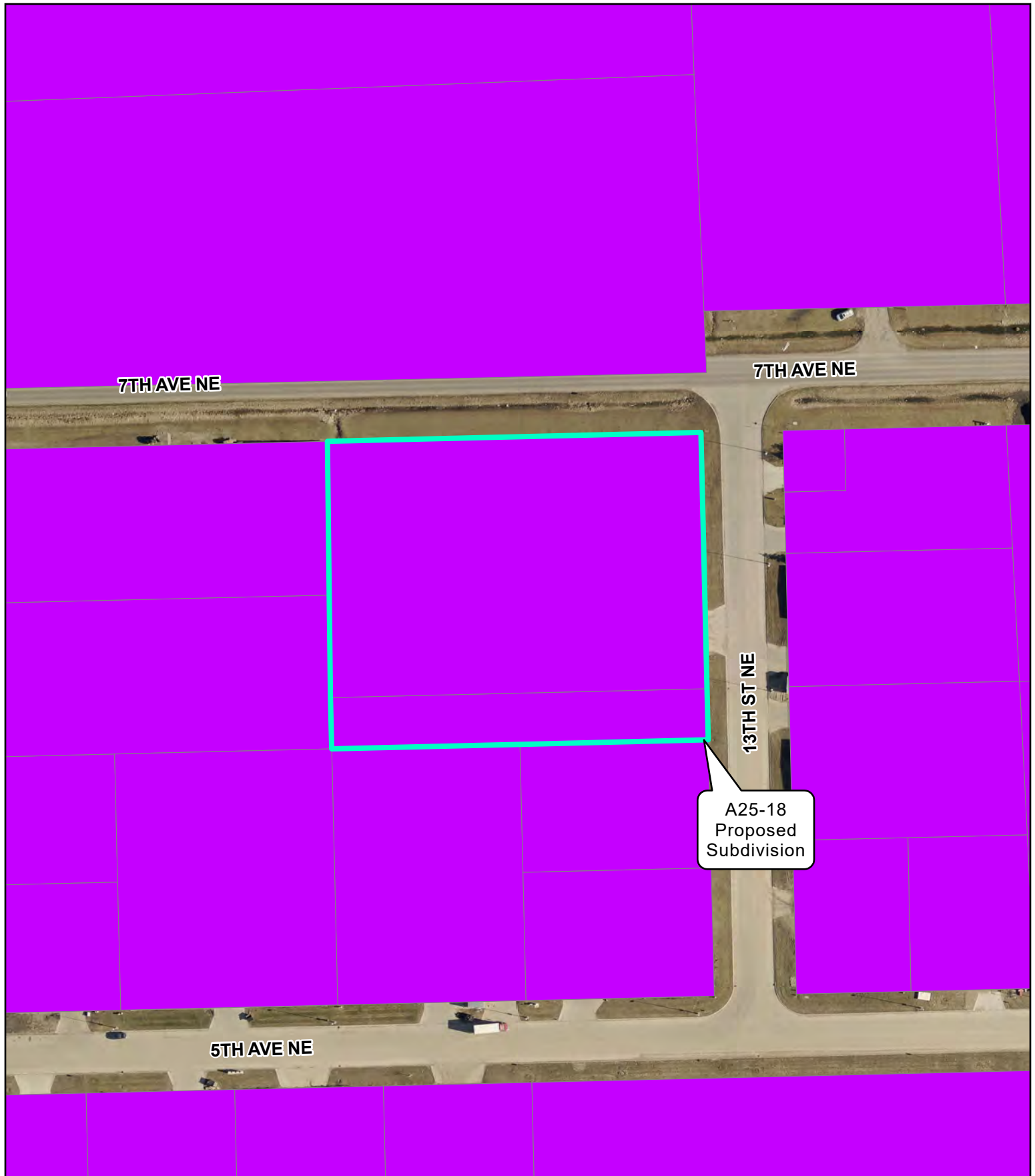


7TH AVE NE

13TH ST NE

5TH AVE NE

A25-18
Proposed
Subdivision



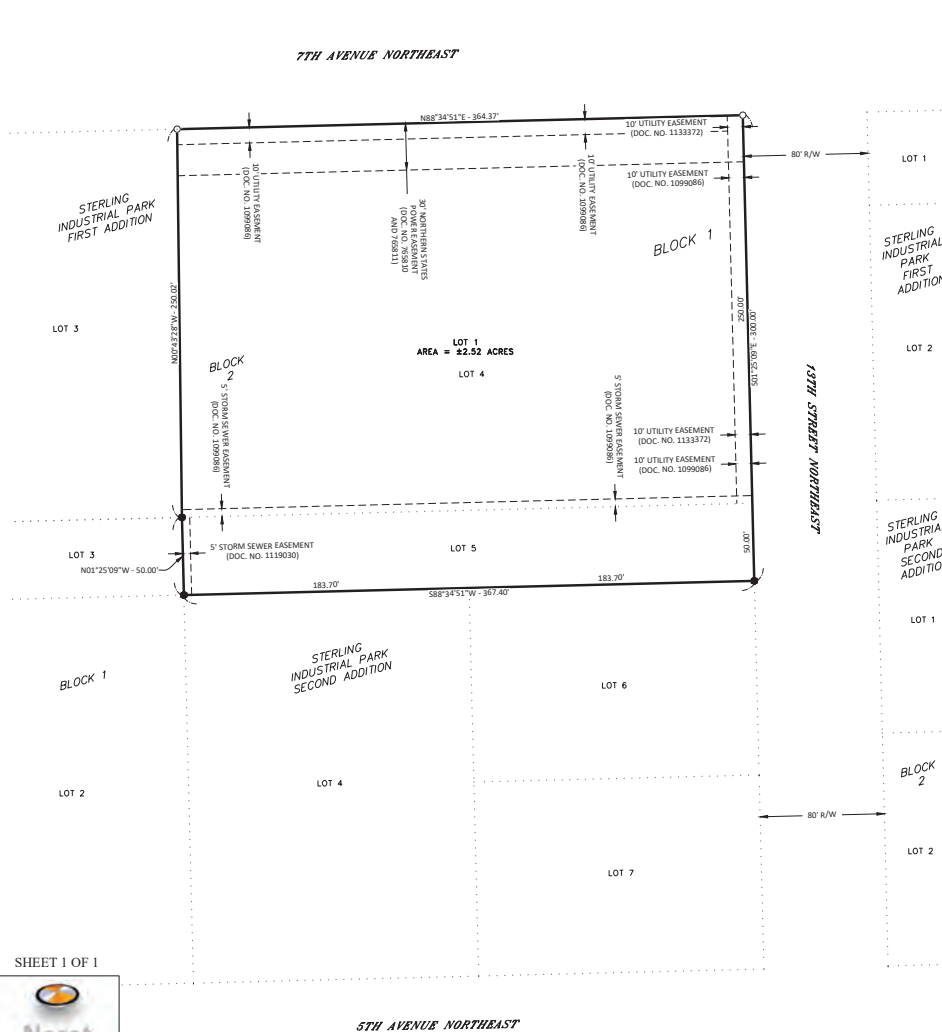
West Fargo Zoning

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



STERLING INDUSTRIAL PARK EIGHTH ADDITION

A REPLAT OF LOT 4, BLOCK 2, OF STERLING INDUSTRIAL PARK FIRST ADDITION, AND LOT 5, BLOCK 1,
OF STERLING INDUSTRIAL PARK SECOND ADDITION
WEST FARGO, CASS COUNTY, NORTH DAKOTA



SHEET 1 OF 1



OWNER'S CERTIFICATE
THE UNDERSIGNED HEREBY CERTIFIES THAT FREIGHTEX LEASING SERVICES, LLC, IS THE OWNER OF THE LAND DESCRIBED IN THE PLAT OF "STERLING INDUSTRIAL PARK EIGHTH ADDITION" TO THE CITY OF WEST FARGO, A REPLAT OF LOT 4, BLOCK 2, OF STERLING INDUSTRIAL PARK FIRST ADDITION, AND LOT 5, BLOCK 1, OF STERLING INDUSTRIAL PARK SECOND ADDITION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA. THAT FREIGHTEX LEASING SERVICES, LLC, HAS CAUSED IT TO BE PLATTED INTO LOTS AND BLOCKS AS SHOWN BY SAID PLAT AND CERTIFICATE OF COLE A. NESET, REGISTERED LAND SURVEYOR, AND THAT THE DESCRIPTION AS SHOWN IN THE CERTIFICATE OF THE REGISTERED LAND SURVEYOR IS CORRECT.

SAID STERLING INDUSTRIAL PARK EIGHTH ADDITION CONSISTS OF 1 LOT AND 1 BLOCK, AND CONTAINS 2.52 ACRES, MORE OR LESS, AND IS SUBJECT TO RESTRICTIONS, RESERVATIONS, AND RIGHTS OF WAY OF RECORD, IF ANY.

ARCH SIMONSON, VICE PRESIDENT
FREIGHTEX LEASING SERVICES, LLC
OWNER OF LOT 1, BLOCK 1
STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2025, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED ARCH SIMONSON, VICE PRESIDENT OF FREIGHTEX LEASING SERVICES, LLC, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME ON BEHALF OF FREIGHTEX LEASING SERVICES, LLC.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA

SURVEYOR'S CERTIFICATE
I, COLE A. NESET, REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NORTH DAKOTA, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND PLATTED THE PROPERTY DESCRIBED ON THIS PLAT AS STERLING INDUSTRIAL PARK EIGHTH ADDITION, A REPLAT OF LOT 4, BLOCK 2, OF STERLING INDUSTRIAL PARK FIRST ADDITION, AND LOT 5, BLOCK 1, OF STERLING INDUSTRIAL PARK SECOND ADDITION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA; THAT THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY; THAT ALL DISTANCES ARE SHOWN CORRECTLY ON SAID PLAT IN FEET AND HUNDREDTHS OF A FOOT; THAT ALL MONUMENTS ARE OR WILL BE INSTALLED CORRECTLY IN THE GROUND AS SHOWN; AND THAT THE EXTERIOR BOUNDARY LINES ARE CORRECTLY DESIGNATED.

DATED THIS _____ DAY OF _____, 2025.

COLE A. NESET,
REGISTERED LAND SURVEYOR
ND 15-7513
STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2025, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED COLE A. NESET, REGISTERED LAND SURVEYOR, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA

WEST FARGO CITY COMMISSION APPROVAL
THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 2025.

BERNIE L. DARDIS
PRESIDENT, BOARD OF CITY COMMISSIONERS

DUSTIN T. SCOTT
CITY AUDITOR
STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2025, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BERNIE L. DARDIS, PRESIDENT OF THE BOARD OF CITY COMMISSIONERS OF THE CITY OF WEST FARGO, AND DUSTIN T. SCOTT, CITY AUDITOR OF THE CITY OF WEST FARGO, TO ME KNOWN BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME ON BEHALF OF THE CITY OF WEST FARGO.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA

SURVEY INFORMATION
DATE OF SURVEY: JUNE 2025
BASIS OF BEARING: CITY OF FARGO GROUND COORDINATE
SYSTEM, DECEMBER 1992
UNIT: US SURVEY FEET

CITY OF WEST FARGO PLANNING COMMISSION APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 2025.

ERIC C. DODDS
CHAIR

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2025, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED ERIC C. DODDS, WEST FARGO PLANNING COMMISSION CHAIR, TO ME KNOWN BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME ON BEHALF OF THE CITY OF WEST FARGO PLANNING COMMISSION.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA

CITY OF WEST FARGO ENGINEERING DEPARTMENT APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 2025.

JERROLD F. WALLACE
CITY ENGINEER

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2025, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JERROLD F. WALLACE, WEST FARGO CITY ENGINEER, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS CITY ENGINEER.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA

CITY OF WEST FARGO ATTORNEY APPROVAL

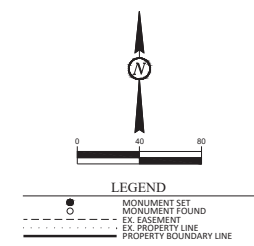
I HEREBY CERTIFY THAT PROPER EVIDENCE OF TITLE HAS BEEN EXAMINED BY ME, AND I APPROVE THE PLAT AS TO FORM AND EXECUTION THIS _____ DAY OF _____, 2025.

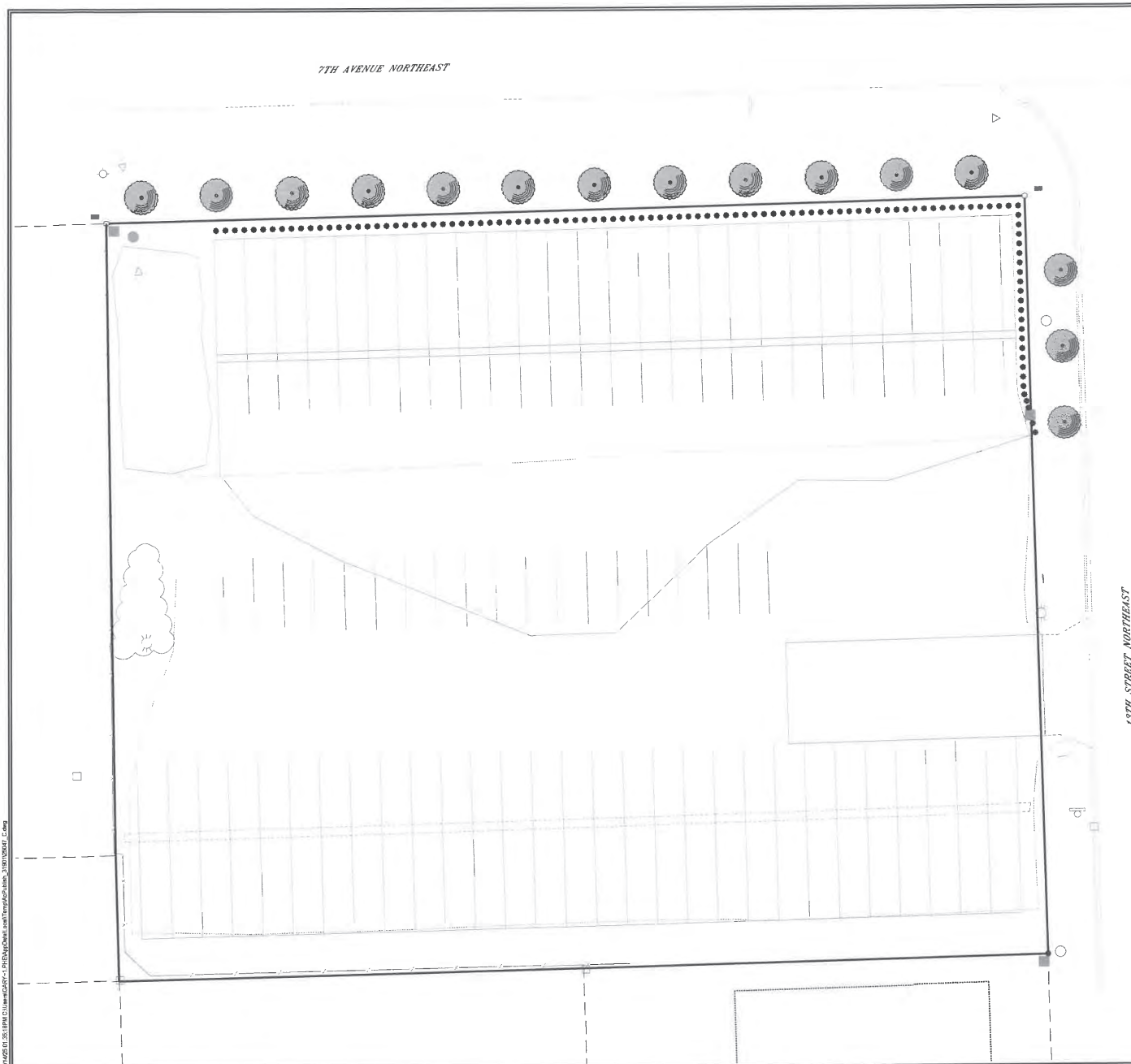
KATE J. SCHMIDT
WEST FARGO CITY ATTORNEY

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2025, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED KATE J. SCHMIDT, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT SHE EXECUTED THE SAME AS CITY ATTORNEY.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA





LANDSCAPING LEGEND				
SYMBOL	TYPE OF PLANT MATERIAL	PLANTING SIZE	PLANT UNITS PER EACH	#PLANTS EACH
	LARGE DECIDUOUS TREE	1.5 TO 3-INCH CALIPER - >>30 FOOT MATURE HEIGHT	10	15
	PERENNIAL PLANTS	2 GALLON	1	110

LANDSCAPING REQUIREMENTS		
OPEN SPACE REQUIREMENTS		
CITY REQUIREMENTS	SITE REQUIREMENTS	PROVIDED
1 PLANT UNITS PER 1,000 SF	109,840SF OF LOT / 1,000 = 110 PLANT UNITS	110 PERENNIAL PLANTS
STREET TREE REQUIREMENTS		
CITY REQUIREMENTS	SITE REQUIREMENTS	PROVIDED
1 TREE PER 30 LF	365' OF 7TH AVE FRONTAGE = 12 STREET TREES 95' OF 13TH ST FRONTAGE = 3 STREET TREES	15 LARGE DECIDUOUS TREES
PARKING LOT PERIMETER LANDSCAPING REQUIREMENTS		
CITY REQUIREMENTS	SITE REQUIREMENTS	PROVIDED
ROW OF SHRUBS OR PERENNIAL PLANTS SPACED NO GREATER THAN 24 FEET APART TO CREATE A CONTINUOUS ROW AT MATURITY	PARKING LOT PERIMETER PLANTING BETWEEN PROPERTIES & OFF-STREET PARKING AREAS	110 PERENNIAL PLANTS

1. LANDSCAPING NOTES
2. AT THE TIME OF PLANTING TREES SHALL HAVE A MIN. OF 2" CALIPER TRUNK.
3. ALL STREET TREES SHALL HAVE A MINIMUM 3' RADIUS MULCH RINGS INSTALLED AT THE TIME OF PLANTING. THIS SHALL NOT APPLY TO TREES WITHIN THE SITE.
4. CONTRACTOR SHALL PROVIDE A 1 YEAR WARRANTY ON ALL LANDSCAPE MATERIAL TO INCLUDE PLANTINGS.
5. CONTRACTOR FOR INSTALLATION OF PLANTINGS SHALL BE RESPONSIBLE FOR COORDINATE WITH MECHANICAL REGARDING LANDSCAPING UTILITIES AND AROUND AIR INTAKE OR EXHAUST UNITS.
6. CONTRACTOR TO ALLOW 5' CLEARANCE FROM UNDERGROUND UTILITY PIPING TO PLANTINGS.
7. ALL OTHER PLANTING / LANDSCAPE REQUIREMENTS PER FRANCHISE REQUIREMENTS.
8. ALL TREES SHALL BE APPROVED BY CITY FORESTER.



LOWRY
ENGINEERING

5506 51ST AVENUE SOUTH, SUITE A
FARGO, NORTH DAKOTA 58104

CONCLUSIONS

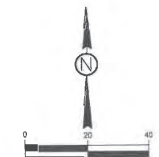
FREIGHTEX WEST FARGO
632 13TH STREET NE
WEST FARGO, ND 58078

NOT FOR
CONSTRUCTION

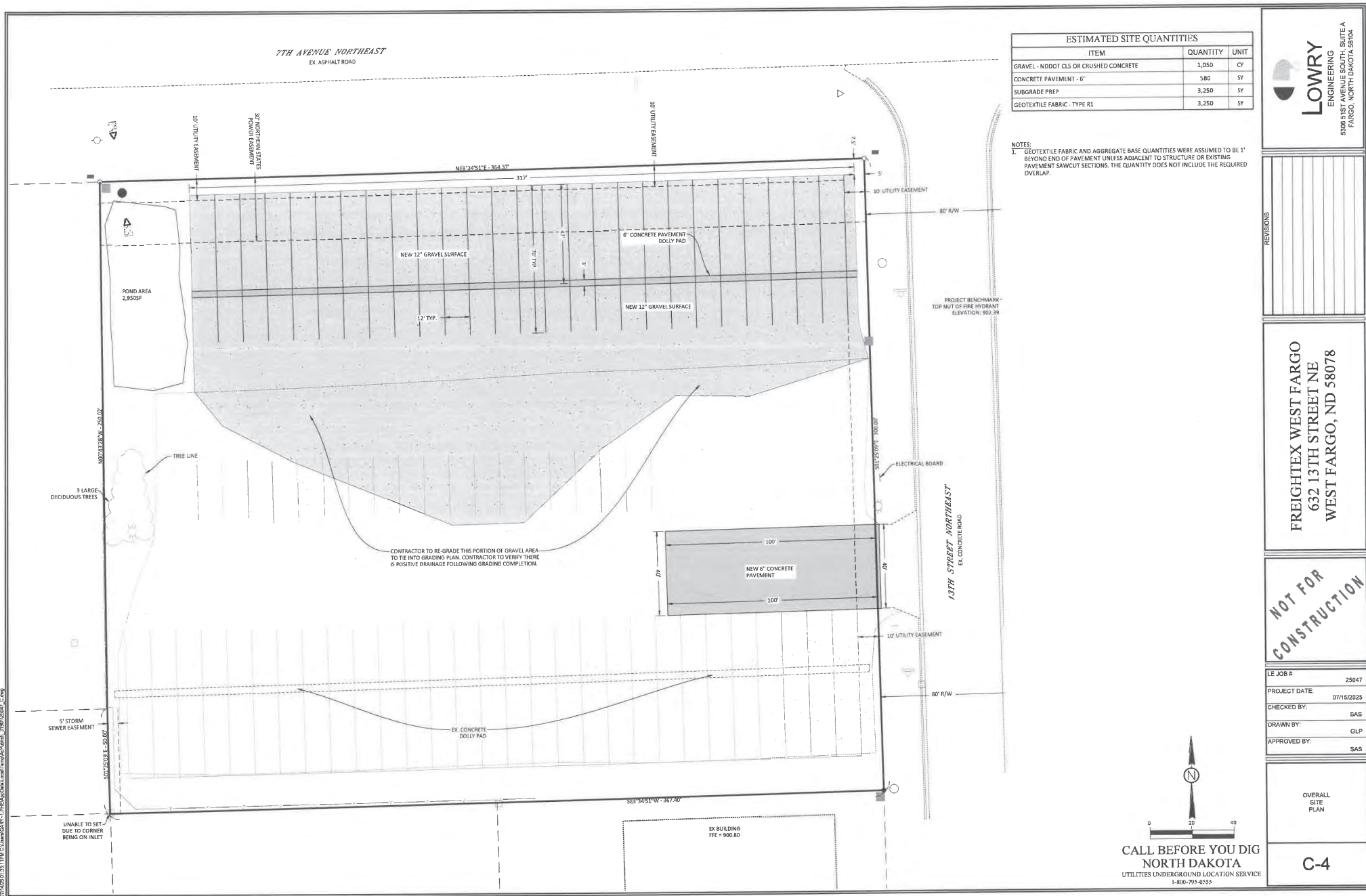
LE JOB #	25047
PROJECT DATE:	07/15/2025
CHECKED BY:	SAS
DRAWN BY:	GLP
APPROVED BY:	SAS

LANDSCAPING
PLAN

L-1



CALL BEFORE YOU DIG
NORTH DAKOTA
UTILITIES UNDERGROUND LOCATION SERVICE
1-800-795-0555



ESTIMATED SITE QUANTITIES		
ITEM	QUANTITY	UNIT
GRAVEL - NDDOT CLS OR CRUSHED CONCRETE	1,050	CY
CONCRETE PAVEMENT - 6"	580	SY
SUBGRADE PREP	3,250	SY
GEOTEXTILE FABRIC - TYPE R1	3,250	SY

NOTES:
1. GEOTEXTILE FABRIC AND AGGREGATE BASE QUANTITIES WERE ASSUMED TO BE 1' BEYOND END OF PAVEMENT UNLESS ADJACENT TO STRUCTURE OR EXISTING PAVEMENT SAWCUT SECTIONS. THE QUANTITY DOES NOT INCLUDE THE REQUIRED OVERLAP.



Lowry
ENGINEERING
5308 51ST AVENUE SOUTH, SUITE A
FARGO, NORTH DAKOTA 58104

REVISIONS

FREIGHTEX WEST FARGO
632 13TH STREET NE
WEST FARGO, ND 58078

NOT FOR
CONSTRUCTION

LE JOB # 25047
PROJECT DATE: 07/15/2025
CHECKED BY: SAS
DRAWN BY: GLP
APPROVED BY: SAS

OVERALL
SITE
PLAN

C-4



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

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: September 22, 2025

Subject: NDDOT Flex Fund Grant Applications

Action: Approve Submitting NDDOT Flex Fund Grant Applications

New Information and Recommendation:

The NDDOT is accepting grant applications for their Flexible Transportation Fund Program (Flex Fund). Engineering has identified three separate projects to submit for potential grant funding. They are as listed below:

Project No. 2293 – 9th St. NE BNSF Railroad Bridge; This project is currently under design and is anticipated to have a local cost share of approximately \$12,100,000. We are asking for approximately \$9,000,000 in Flex Fund grant to pay down the local cost. If successful, this would reduce the amount of funds the city will need to bond for.

7th Avenue W Reconstruction – Oak St. to 1st St. and Sheyenne St from 6th Ave W to 8th Ave W along with a small portion of 1st St between 6th Ave W and 7th Ave W. This project is slated on the 2024 CIP for 2028 construction, and the purpose of this NDDOT Flex grant application is to assist in preliminary engineering (Study and Design phases). The estimated cost of the entire project is estimated to be \$13,800,000 with preliminary engineering estimated at \$825,000. The roadway and other surface improvements represent 52% of the total construction costs for the project, therefore, we are requesting \$429,325 in Flex Funding reflective of that percentage.

Beaton Drive Reconstruction. The City currently has secured two grants totaling \$1,639,172 to construct a multi-use path on Beaton Drive to connect to the path fronting Bobcat's headquarters west to cross Beaton Drive just south of the SM-76 Storm Sewer Lift Station where it will connect with the existing path paralleling Sheyenne Street. In this location the existing roadway is a narrow rural asphalt section roadway that exhibits widespread raveling, fatigue and edge cracking. This rural section connects to urban concrete roadways on each side. The city is requesting \$3,871,000 to support design and construction of roadway improvements. Preliminary planning estimated total of the entire project including the multi-use path is \$7,900,000 with an estimated local share of \$2,389,000.

The following documents are attached for review/consideration:

- 2293 – 9th St. NE Bridge Rendering
- 7th Avenue Project Area Map
- Beaton Drive Project Area Map

Staff Recommendation: Approve submitting NDDOT Flex Fund Grant Applications

Financial Analysis: By securing grants, it greatly lessens the financial burden to the city and its citizens.

All of these projects will require a local match of at least 20% of eligible costs if awarded. If awarded, a more robust cost estimate will be created, and matching city funding can be allocated via the CIP.

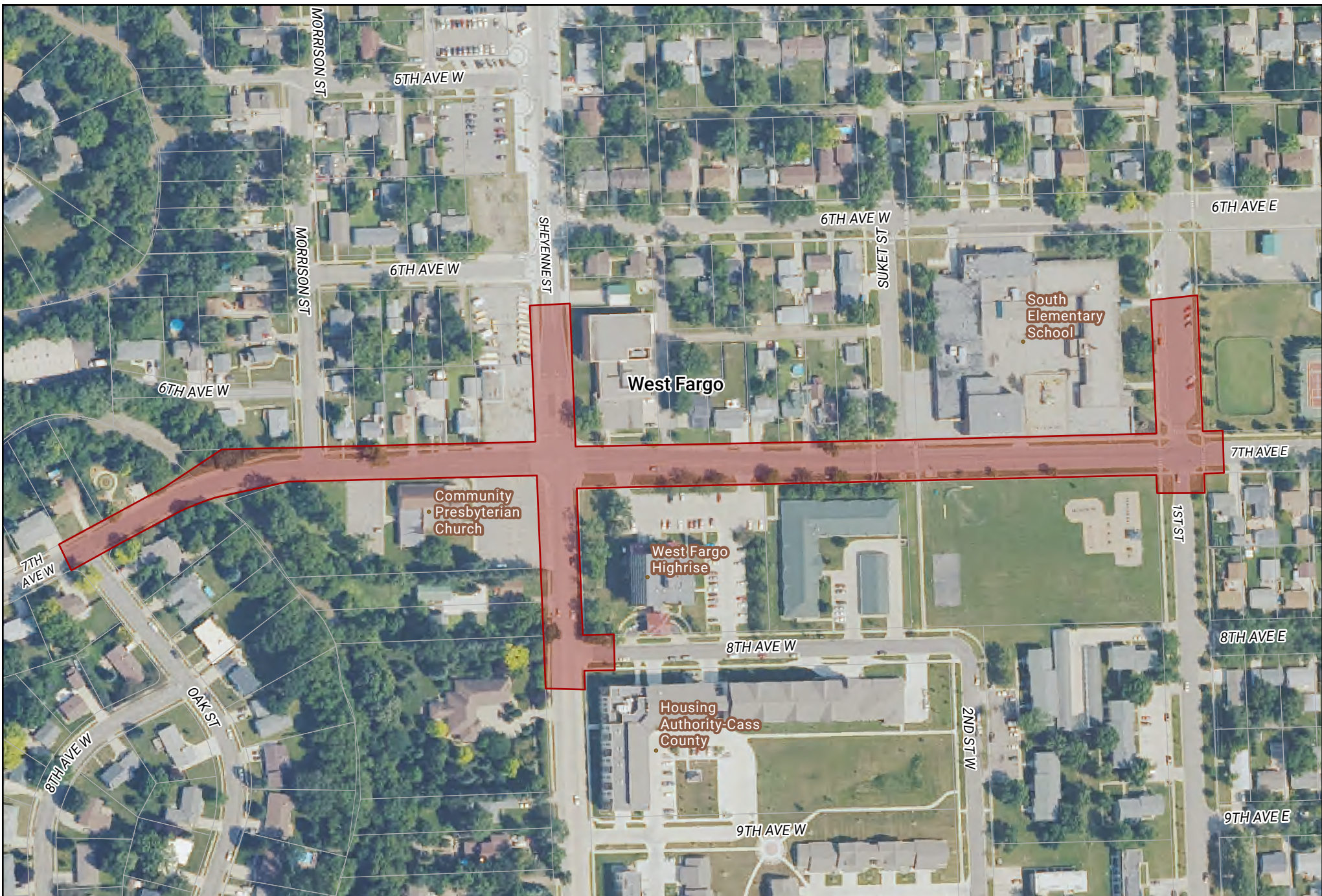
All of these projects will be brought back forth in front of the City Commission independently for approval with their own process of funding, design and construction.

Previously Presented Information and Commission Actions:

Date – None

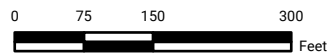
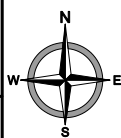
Project No. 2293 – 9th St NE Railroad Bridge Example Rendering





7TH AVE W IMPROVEMENTS WEST FARGO, NORTH DAKOTA

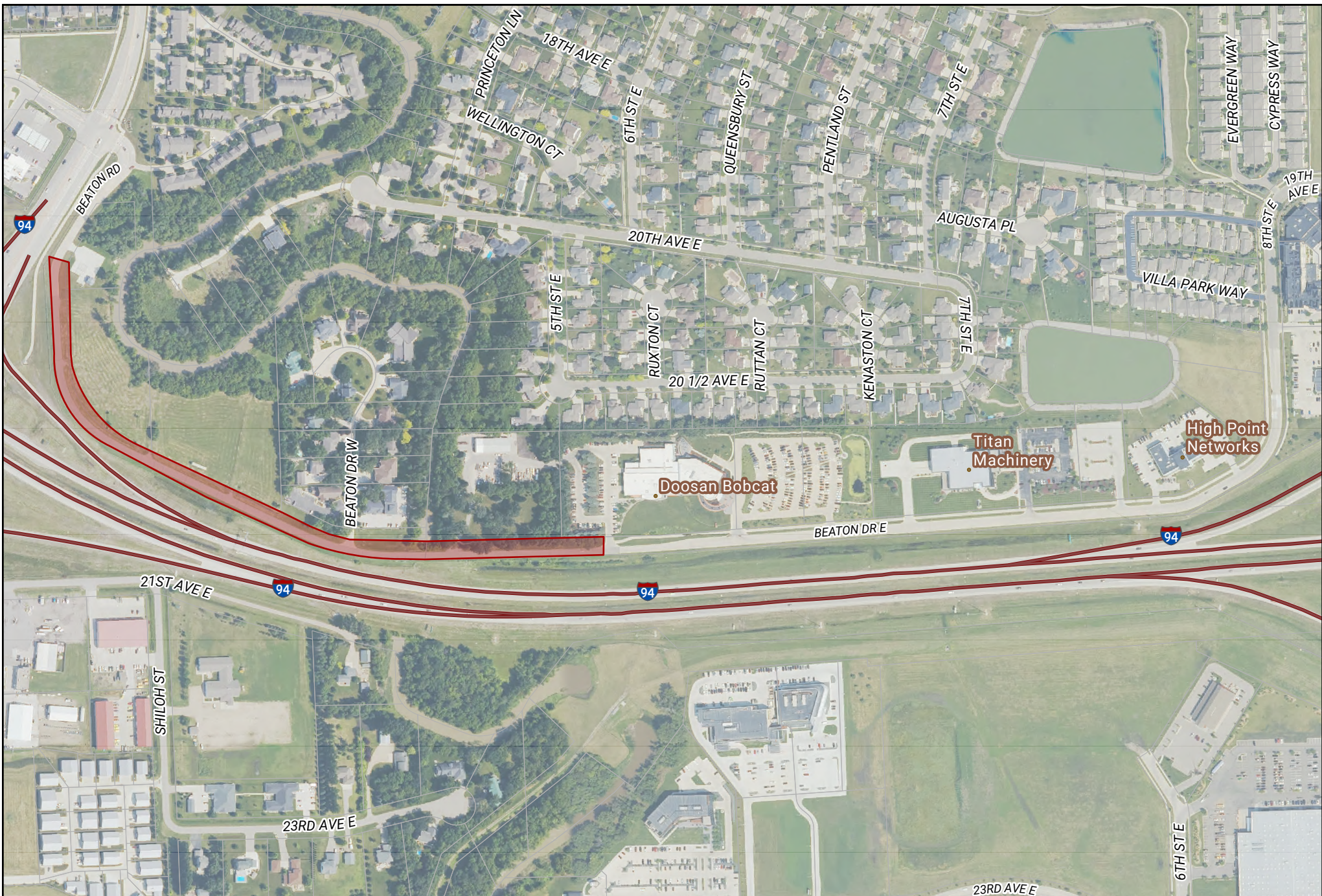
Created By: BAS Date Created: 09/10/25 Date Saved: 09/10/25 Project Number:
Exported By: brook.smith Date Exported: 09/10/25 Parcels: ND, 01/15/25
Aerial Image: 2024 NAIP SIDS Elevation Data: Coordinate System: N/A Vertical Datum: NAVD1988
T:\Projects\23000\23000\10_ArcPro\7th Ave W West Fargo Flex Fund.aprx



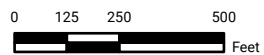
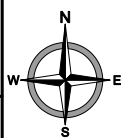
Legend

■ Project Area





BEATON DR. IMPROVEMENTS WEST FARGO, NORTH DAKOTA



Legend

— Project Lines



Created By: BAS Date Created: 09/09/25 Date Saved: 09/09/25 Project Number: 23000
Exported By: brook.smith Date Exported: 09/10/25 Parcels: State, 01/15/25
Aerial Image: 2024 NAIP SIDS Elevation Data: Coordinate System: N/A Vertical Datum: NAVD1988
T:\Projects\23000\23000\10_ArcPro\Beaton Dr Improvements Flex Fund Map.aprx



Year To Date As of July 31, 2025

Date Prepared: 8/29/2025

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		\$ 25,981,623	\$ 39,947,752	65%	\$ 23,771,132	\$ 41,564,978	57%	\$ 2,210,491	\$ 15,401,990
2030	Share of Specials		215,447	221,833	97%	213,247	221,833	96%	2,200	105,868
7000	Library		2,539,450	2,651,523	96%	1,417,389	2,624,900	54%	1,122,060	2,205,788
7050	Airport		323,792	238,999	135%	400,199	485,945	82%	(76,407)	863,111
Total Government		1	\$ 29,060,312	\$ 43,060,107	67%	\$ 25,801,967	\$ 44,897,656	57%	\$ 3,258,345	\$ 18,576,757
2970	Capital Improvements Sales Tax		\$ 5,716,115	12,281,488	47%	\$ 229,176	18,189,566	1%	5,486,939	33,125,137
2975	Public Safety Sales Tax		1,891,868	4,014,700	47%	22,463	4,869,513	0%	1,869,405	4,591,211
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		1,948,307	4,109,700	47%	331,878	3,481,400	10%	1,616,428	17,451,586
2110	Gaming		25,860	15,000	172%	-	18,000	0%	25,860	166,740
2XXX	Event Funds		-	-	0%	-	-	0%	-	16,668
2200	Vector Control		130,617	210,000	62%	64,353	100,000	64%	66,265	633,796
2210	Forestry		394,097	674,815	58%	396,079	666,138	59%	(1,982)	261,457
2230	City Utility		43,190	81,000	53%	-	50,000	0%	43,190	321,950
25XX	Police Special Funds	2	31,681	5,500	576%	107,358	11,850	906%	(75,678)	283,414
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			\$ 17,529,948	\$ 31,972,203	55%	\$ 1,152,084	\$ 37,916,467	3%	\$ 16,377,864	\$ 71,400,208
3000	Total Debt Service		\$ 22,639,732	\$ 20,408,271	111%	\$ 19,901,213	\$ 24,157,135	82%	\$ 2,738,520	\$ 58,203,537
6010	Sanitation		\$ 4,486,738	\$ 7,100,000	63%	\$ 4,090,903	\$ 7,780,975	53%	\$ 395,834	\$ 2,211,535
6020	Water		6,706,124	10,500,000	64%	5,021,848	9,832,542	51%	1,684,276	9,272,941
6025	Sewer		4,490,271	8,102,130	55%	4,585,132	7,699,497	60%	(94,860)	(735,305)
Total Enterprise			15,683,133	25,702,130	61%	13,697,883	25,313,014	54%	1,985,250	\$ 10,749,171
5000	Tree Fund		\$ 15,073	\$ 50,000	30%	\$ 30,670	\$ 50,000	61%	\$ (15,598)	556,029
2050	Park Funds/State Aid		650,101	\$ 1,128,681	58%	650,101	1,128,681	58%	-	100,736
8600	Park District Special Assessment		\$ 729,973	\$ 720,242	101%	732,084	720,242	102%	(2,110)	4,323
2141	FM CVB		274,473	383,000	72%	245,235	383,000	64%	29,238	40,531
Total Agency			\$ 1,669,621	\$ 2,281,923	73%	\$ 1,658,090	\$ 2,281,923	73%	\$ 11,530	\$ 701,619
Total All Budgeted Funds			\$ 86,582,746	\$ 123,424,634	70%	\$ 62,211,236	\$ 134,566,195	46%	\$ 24,371,509	\$ 159,631,292



Year To Date As of July 31, 2025

Date Prepared: 8/29/2025

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	\$ 1,678,439	\$ 1,733,766	97%	\$ 14,055,410	\$ 1,733,766	811%	\$ (12,376,971)	\$ (36,247,440)
2170 Clerk of Court Bond Fund	-	-	0%	-	-	0%	-	78,380
2XXX Misc. Special Funds 3	288,022	655,317	44%	728,199	1,177,706	62%	(440,177)	723,358
7XXX Agency Funds	-	-	0%	-	-	0%	-	218,391
Total Non-Budgeted Funds	\$ 1,966,461	\$ 2,389,083	82%	\$ 14,783,608	\$ 2,911,472	508%	\$ (12,817,147)	\$ (35,227,312)
All Funds Combined	\$ 88,549,206	\$ 125,813,717	70%	\$ 76,994,845	\$ 137,477,667	56%	\$ 11,554,362	\$ 124,403,979

Notes to the Financials

1	Majority of property tax revenues received in early part of the year. Airport Hangar acquisition \$(300k)
2	New police vehicle purchase (\$33k). Transfer of funds from Asset Forfeiture pending.
3	Transfer of funds due to General Fund for COVID-19 payments made prior to receiving CARES Act Funds \$(337k)



Year To Date As of August 31, 2025

Date Prepared: 9/11/2025

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		\$ 26,915,487	\$ 39,947,752	67%	\$ 26,769,807	\$ 41,555,978	64%	\$ 145,681	\$ 12,364,869
2030	Share of Specials		215,862	221,833	97%	213,247	221,833	96%	2,615	106,283
7000	Library		2,562,907	2,651,523	97%	1,579,478	2,624,900	60%	983,429	2,090,363
7050	Airport		340,427	238,999	142%	414,956	485,945	85%	(74,529)	869,122
Total Government		1	\$ 30,034,683	\$ 43,060,107	70%	\$ 28,977,487	\$ 44,888,656	65%	\$ 1,057,197	\$ 15,430,637
2970	Capital Improvements Sales Tax		\$ 7,059,182	12,281,488	57%	\$ 237,426	18,189,566	1%	6,821,756	34,585,349
2975	Public Safety Sales Tax		2,339,557	4,014,700	58%	22,725	4,869,513	0%	2,316,832	5,040,255
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		2,409,723	4,109,700	59%	343,673	3,481,400	10%	2,066,050	17,967,406
2973	Flexible Transportation Fund		628,760	-	0%	-	-	0%	628,760	628,760
2110	Gaming		25,960	15,000	173%	-	18,000	0%	25,960	166,840
2XXX	Event Funds		-	-	0%	-	-	0%	-	16,668
2200	Vector Control		149,208	210,000	71%	119,788	100,000	120%	29,420	650,208
2210	Forestry		455,604	674,815	68%	443,524	666,138	67%	12,079	231,739
2230	City Utility		43,990	81,000	54%	-	50,000	0%	43,990	323,302
25XX	Police Special Funds	2	42,231	5,500	768%	107,856	11,850	910%	(65,625)	292,859
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			\$ 20,502,426	\$ 31,972,203	64%	\$ 1,275,767	\$ 37,916,467	3%	\$ 19,226,659	\$ 74,451,634
3000	Total Debt Service		\$ 22,760,354	\$ 20,408,271	112%	\$ 22,785,112	\$ 24,157,135	94%	\$ (24,758)	\$ 58,810,274
6010	Sanitation		\$ 5,137,765	\$ 7,100,000	72%	\$ 4,508,542	\$ 7,780,975	58%	\$ 629,223	\$ 2,139,256
6020	Water		7,715,878	10,500,000	73%	5,825,380	9,832,542	59%	1,890,498	9,688,624
6025	Sewer		5,153,816	8,102,130	64%	5,156,389	7,699,497	67%	(2,573)	(656,007)
Total Enterprise			18,007,459	25,702,130	70%	15,490,310	25,313,014	61%	2,517,149	\$ 11,171,872
5000	Tree Fund		\$ 17,473	\$ 50,000	35%	\$ 31,570	\$ 50,000	63%	\$ (14,098)	557,039
2050	Park Funds/State Aid		761,094	\$ 1,128,681	67%	761,094	1,128,681	67%	-	110,993
8600	Park District Special Assessment		\$ 732,311	\$ 720,242	102%	732,084	720,242	102%	228	6,661
2141	FM CVB		318,310	383,000	83%	289,072	383,000	75%	29,238	43,837
Total Agency			\$ 1,829,188	\$ 2,281,923	80%	\$ 1,813,820	\$ 2,281,923	79%	\$ 15,368	\$ 718,530
Total All Budgeted Funds			\$ 93,134,111	\$ 123,424,634	75%	\$ 70,342,496	\$ 134,557,195	52%	\$ 22,791,615	\$ 160,582,948



Year To Date As of August 31, 2025

Date Prepared: 9/11/2025

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	\$ 1,784,904	\$ 1,733,766	103%	\$ 17,671,103	\$ 1,733,766	1019%	\$ (15,886,200)	\$ (39,540,024)
2170 Clerk of Court Bond Fund	-	-	0%	-	-	0%	-	83,952
2XXX Misc. Special Funds 3	298,650	655,317	46%	769,249	1,177,706	65%	(470,599)	710,018
7XXX Agency Funds	-	-	0%	-	-	0%	-	218,391
Total Non-Budgeted Funds	\$ 2,083,554	\$ 2,389,083	87%	\$ 18,440,353	\$ 2,911,472	633%	\$ (16,356,799)	\$ (38,527,664)
All Funds Combined	\$ 95,217,664	\$ 125,813,717	76%	\$ 88,782,849	\$ 137,468,667	65%	\$ 6,434,816	\$ 122,055,285

Notes to the Financials

1	Majority of property tax revenues received in early part of the year. Airport Hangar acquisition \$(300k)
2	New police vehicle purchase (\$33k). Transfer of funds from Asset Forfeiture pending.
3	Transfer of funds due to General Fund for COVID-19 payments made prior to receiving CARES Act Funds \$(337k)



GAMING SITE AUTHORIZATION
ND OFFICE OF ATTORNEY GENERAL
SFN 17996 (4-2023)

G - _____ (_____) _____
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

Devils Lake American Legion Post 24

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

Name of Location

The Lights Event Center

Street

360 32nd Ave W, Suite 100

City

West Fargo

ZIP Code

58078

County

Cass

Beginning Date(s) Authorized

10/08/2025

Ending Date(s) Authorized

10/15/2025

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

0

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

Event Room at The Lights Event Center

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (**required**)

☐

Bingo

☐

ELECTRONIC Quick Shot Bingo

☐

Raffles

☐

ELECTRONIC 50/50 Raffle

☐

Pull Tab Jar

☐

Pull Tab Dispensing Device

☐

ELECTRONIC Pull Tab Device

☐☐

Club Special

☐

Tip Board

☐

Seal Board

☐

Punchboard

☐

Prize Board

☐

Prize Board Dispensing Device

☐

Sports Pools

☐

Twenty-One

☒

Poker

☐

Calcuttas

☐

Paddlewheel with Tickets

☐

Paddlewheel Table

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

**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 Tech Team Wrestling Club		Dates of Activity (Does not include dates for the sales of tickets) 01/08/2026	
Organization or Group Contact Person Gus Schlepp	E-mail gaschlepp@gmail.com	Telephone Number 7014261683	
Business Address 524 7th Ave NE	City West Fargo	State ND	ZIP Code 58078
Mailing Address (if different) 642 8th Ave S	City Casselton	State ND	ZIP Code 58012

SITE INFO

Site Name Tech Team Wrestling Room		County Cass	
Site Physical Address 524 7th Ave NE	City West Fargo	State ND	ZIP Code 58078
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Raffle - 1/8/2026			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Scheel's Gift Cards (1) \$1000, (1) \$500, (5) \$200, (10) \$100	\$3,500
Total (limit \$40,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds To provide training and tournament participation opportunities for young athletes (boys & girls) in the sport of wrestling.	
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 Gus Schlepp	Telephone Number 701-426-1683	E-mail Address gaschlepp@gmail.com
Signature of Organization Group's Permit Organizer 	Title Treasurer	Date 09/15/2025



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 Holy Cross Catholic Church - Wild Game Feed		Dates of Activity (Does not include dates for the sales of tickets) January 2, 2026	
Organization or Group Contact Person Willie Gartner	E-mail willie.gartner@gmail.com	Telephone Number 701-799-0601	
Business Address 2711 7th St E	City West Fargo	State ND	ZIP Code 58078
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Holy Cross Catholic Church		County Cass	
Site Physical Address 2711 7th St E	City West Fargo	State ND	ZIP Code 58078
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Raffles on January 2, 2026			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Giving away \$200 every Sunday, \$100 every Saturday and	
	\$50 each weekday for the month of January, drawing on January 2, 2026	
		Total (limit \$40,000 per year) \$ 2350

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds Donated to Women's Care Center, Down Home, Home on the Range, and Saint Glanna's Home	
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 Willie Gartner	Telephone Number 701-799-0601	E-mail Address willie.gartner@gmail.com
Signature of Organization Group's Permit Organizer Willie Gartner	Title Co Chair	Date Sep 15, 2025

January 2026

\$2350 total

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3 \$100
4 \$200	5 \$50	6 \$50	7 \$50	8 \$50	9 \$50	10 \$100
11 \$200	12 \$50	13 \$50	14 \$50	15 \$50	16 \$50	17 \$100
18 \$200	19 \$50	20 \$50	21 \$50	22 \$50	23 \$50	24 \$100
25 \$200	26 \$50	27 \$50	28 \$50	29 \$50	30 \$50	31 \$100



City of West Fargo, North Dakota

Executive Summary – December 31, 2024



Audit Results and Findings



Audit Opinion

- The City received a “clean” audit opinion
 - Unmodified opinion – financial statements are prepared using accounting principles generally accepted in the U.S. (GAAP).
 - Financial statements do not contain material misstatements and are fairly presented.
- Opinion is merely the auditor’s professional opinion, based on audit work, on whether the financial statements were prepared in accordance with GAAP, free from material misstatement, and fairly presented.

Findings

- Financial Statements:
 1. Preparation of Financial Statements
 2. Material Journal Entries
 3. Segregation of Duties
- Federal Awards:
 1. None Reported



Audit of Federal Funds

- All entities with federal award expenditures of \$750,000+ in a year are required to obtain an annual audit
- Single audit – considers compliance with rules and regulations of applicable federal awards
- The City received an unmodified opinion on compliance for the major federal awards programs report

During 2024, the City expended approximately \$2.2 million in Federal awards

GASB 101 Implementation

- New accounting standard for compensated absences liabilities
- Modernizes the types of leave that are considered a compensated absence and provides guidance for a consistent recognition and measurement of the compensated absence liabilities
- Required for reporting periods ending December 31, 2024.

As a result of implementing this, long-term liabilities as of January 1, 2024, increased by the following:

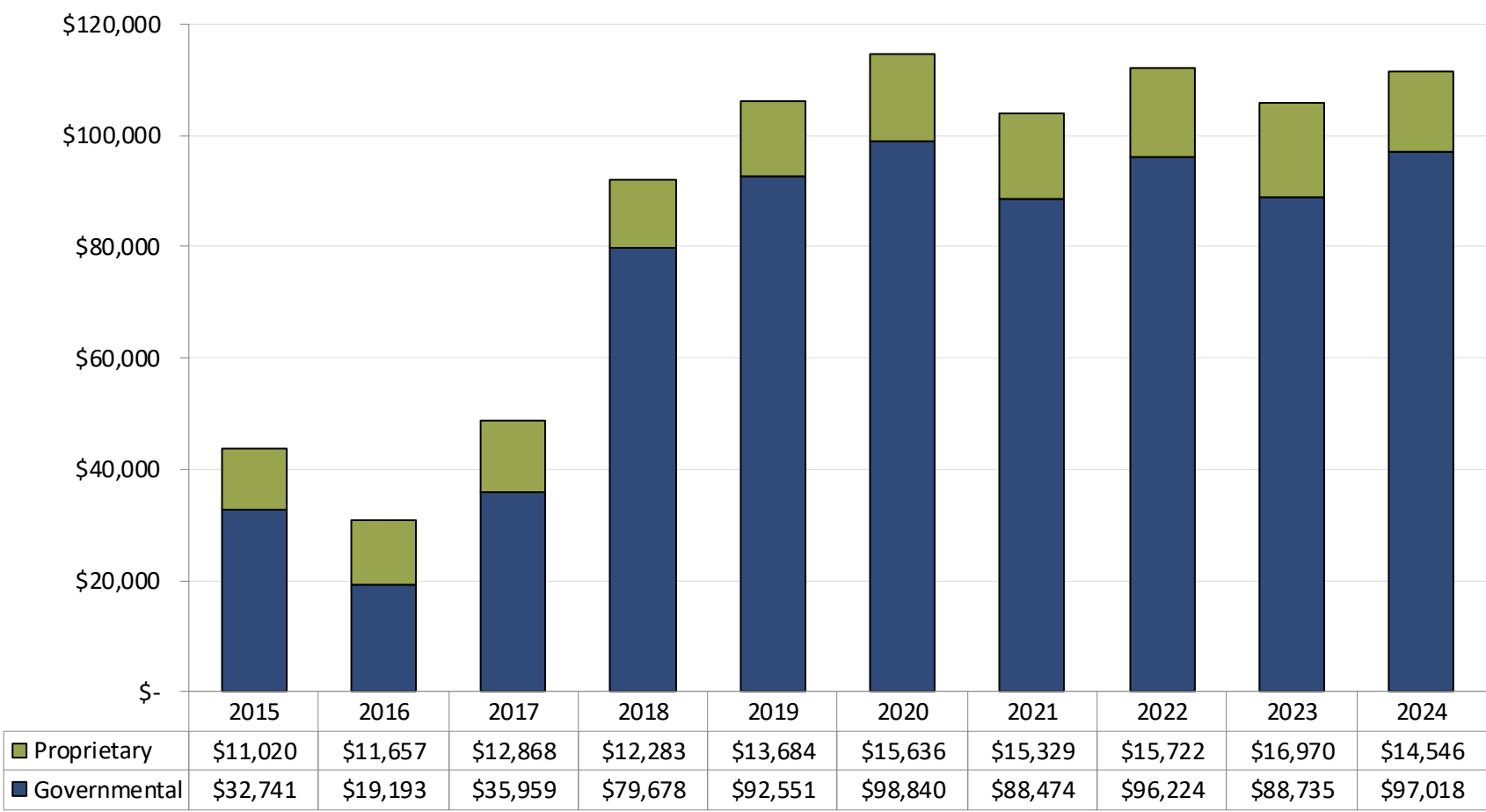
Governmental Activities -
\$1,265,000

Business-Type Activities -
\$198,000

Cash and Investments

Cash and Investments

Balances of the City for the past 10 years (in thousands):

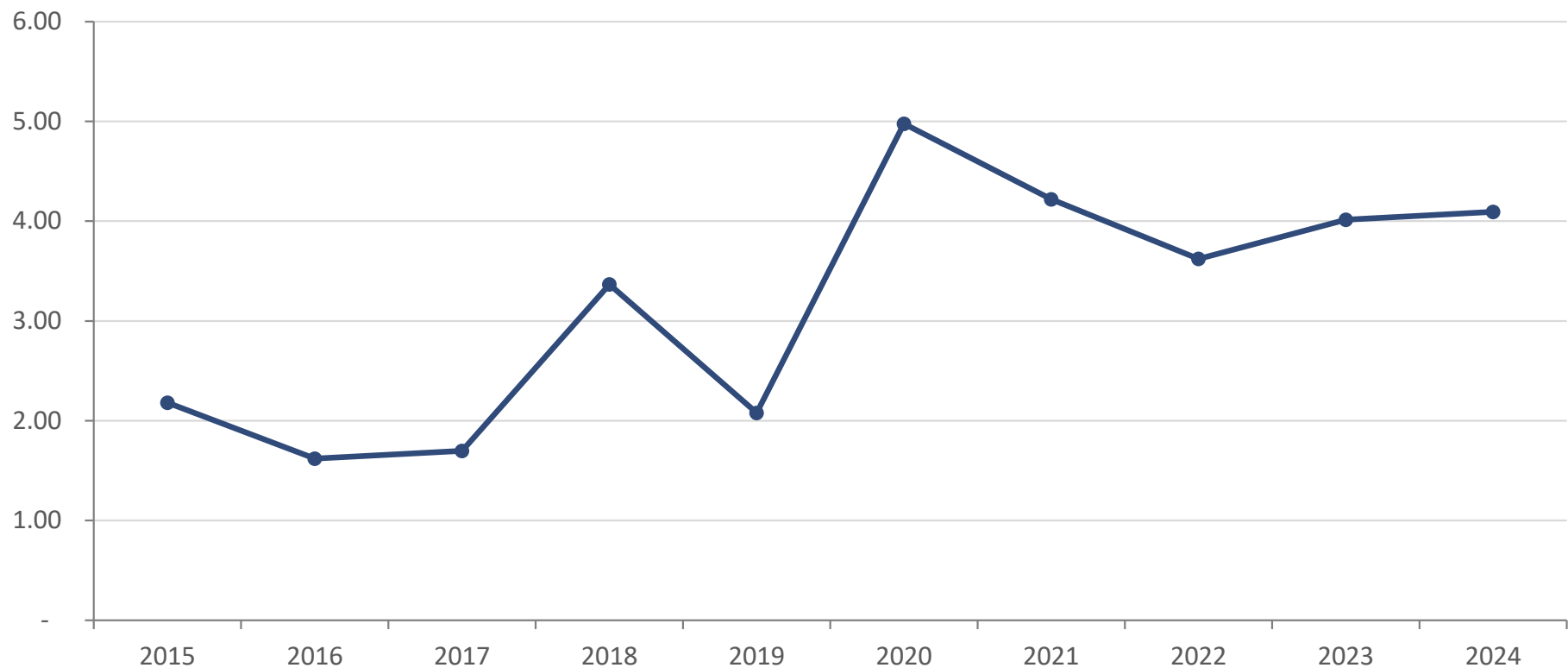


Proprietary is Water, Sewer, and Garbage
Governmental is General, Capital Projects, Debt Service, and all other City funds



Liquidity Ratio

The liquidity ratio is calculated by dividing cash by current liabilities, including the long-term debt principal due within one year. The liquidity ratio for the past 10 years:

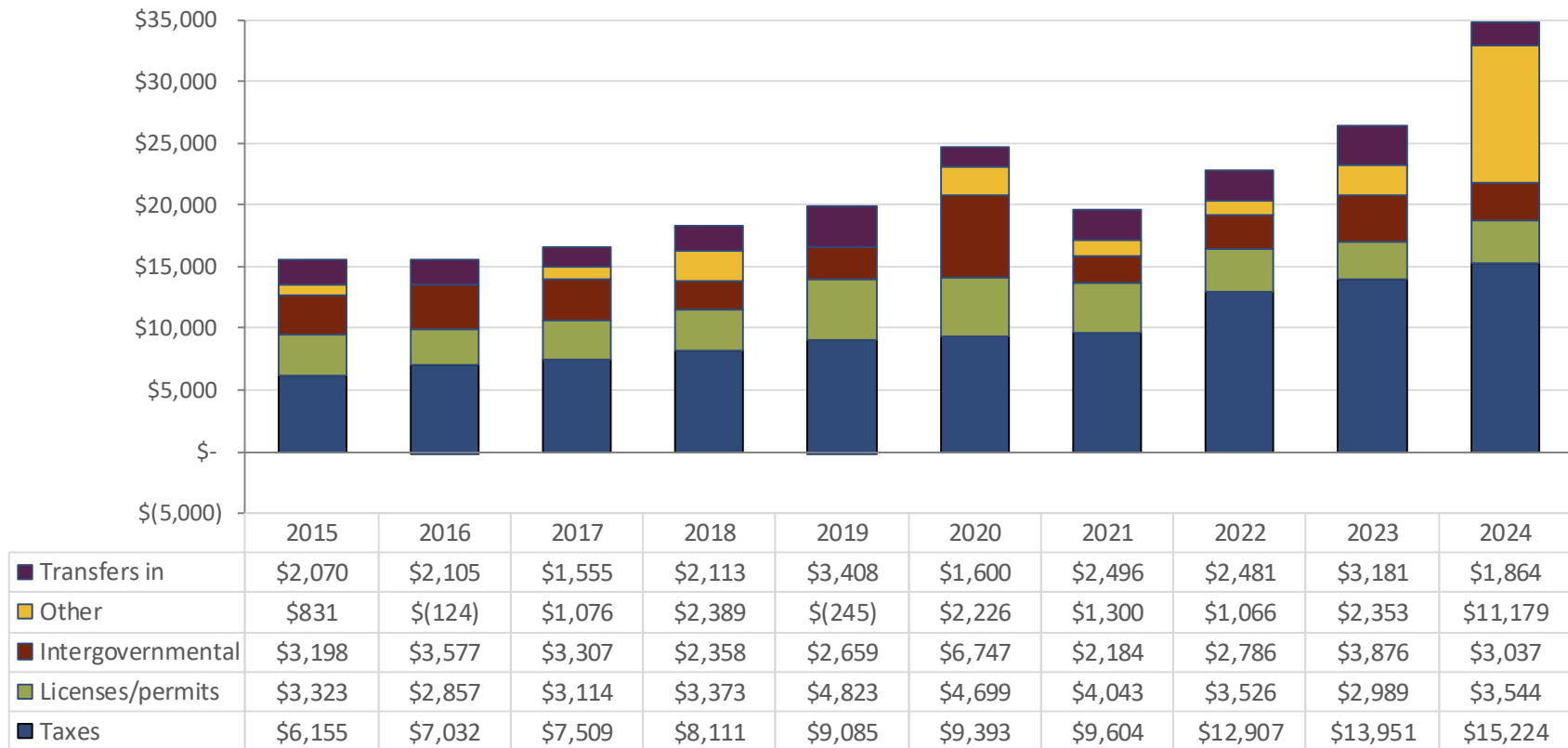


General Fund

Revenues and Transfers In

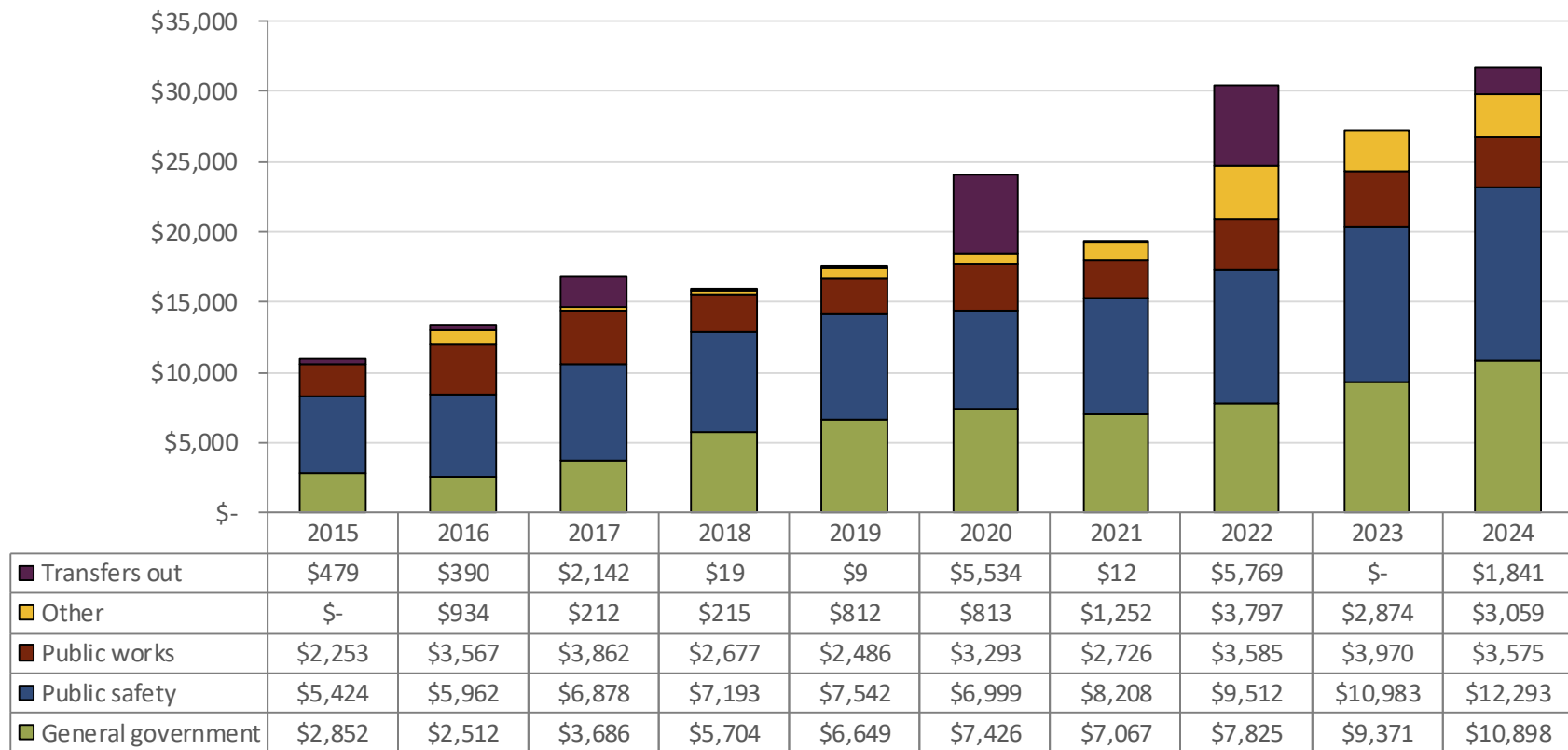
General Fund revenues are primarily from property taxes, licenses and permits, intergovernmental, and other sources such as interest, special assessments, and miscellaneous. The General Fund also receives annual transfers in from other funds.

Revenues and transfers in for the previous 10 years (in thousands):



Expenditures and Transfers Out

General Fund expenditures are in the areas of public safety, general government, public works, and other uses such as economic development, culture and recreation, and capital outlay. The General Fund also transfers out money to other funds annually. Expenditures and transfers out for the previous 10 years (in thousands):

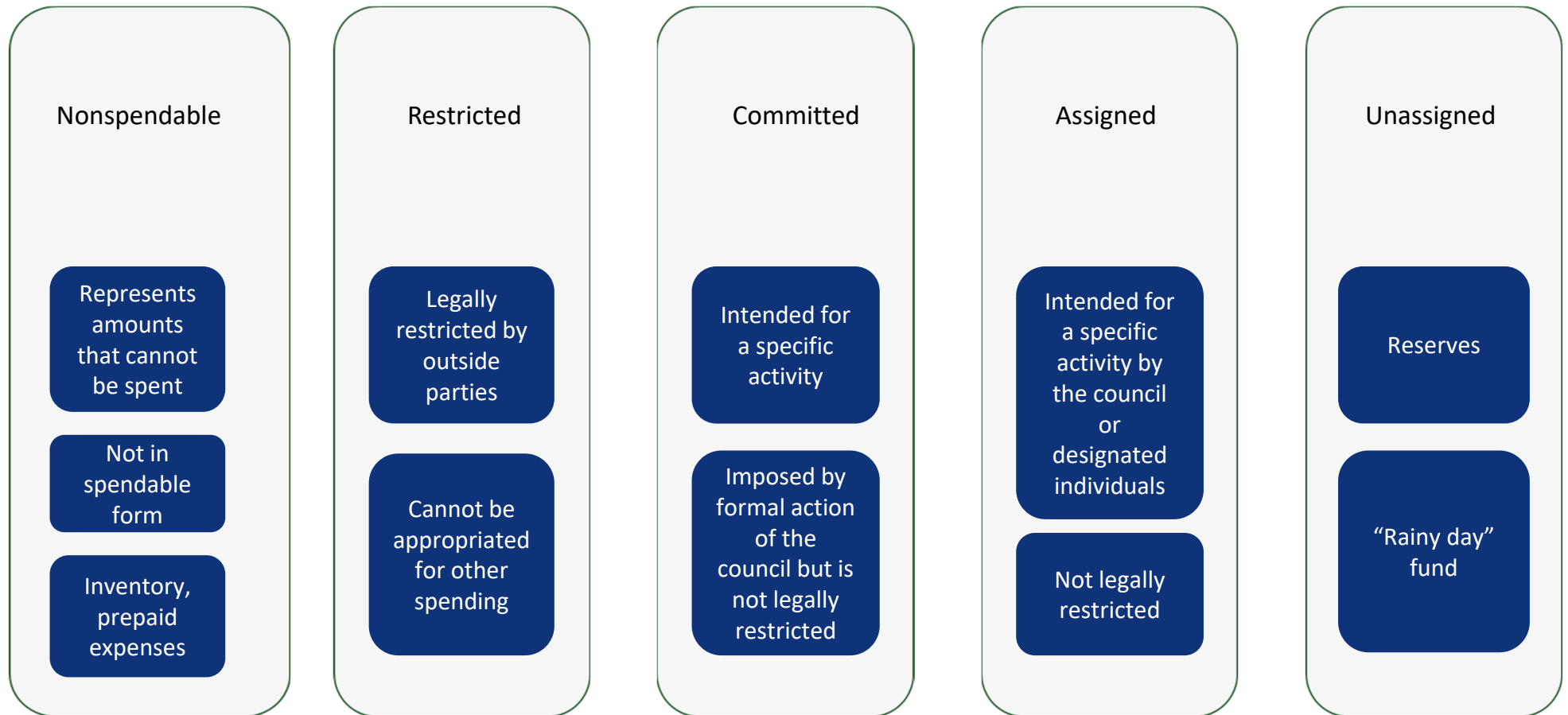


A Positive Fund Balance

- 1** Contributes to a favorable bond rating
- 2** Produces investment income and provides a source of working capital to meet cash flow needs.
- 3** Offers a cushion for unexpected expenditures or revenue shortfalls.

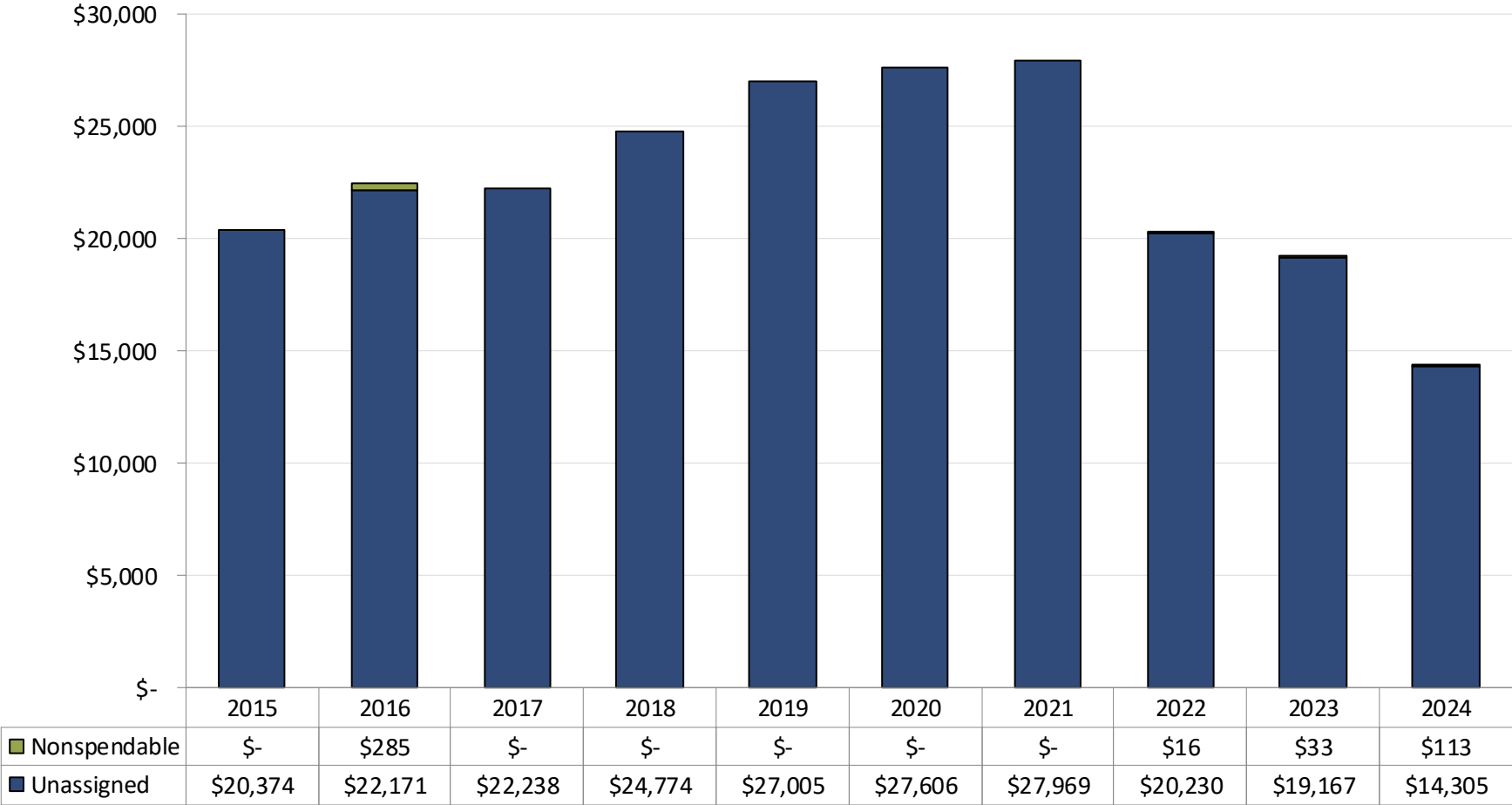


Fund Balance Categories



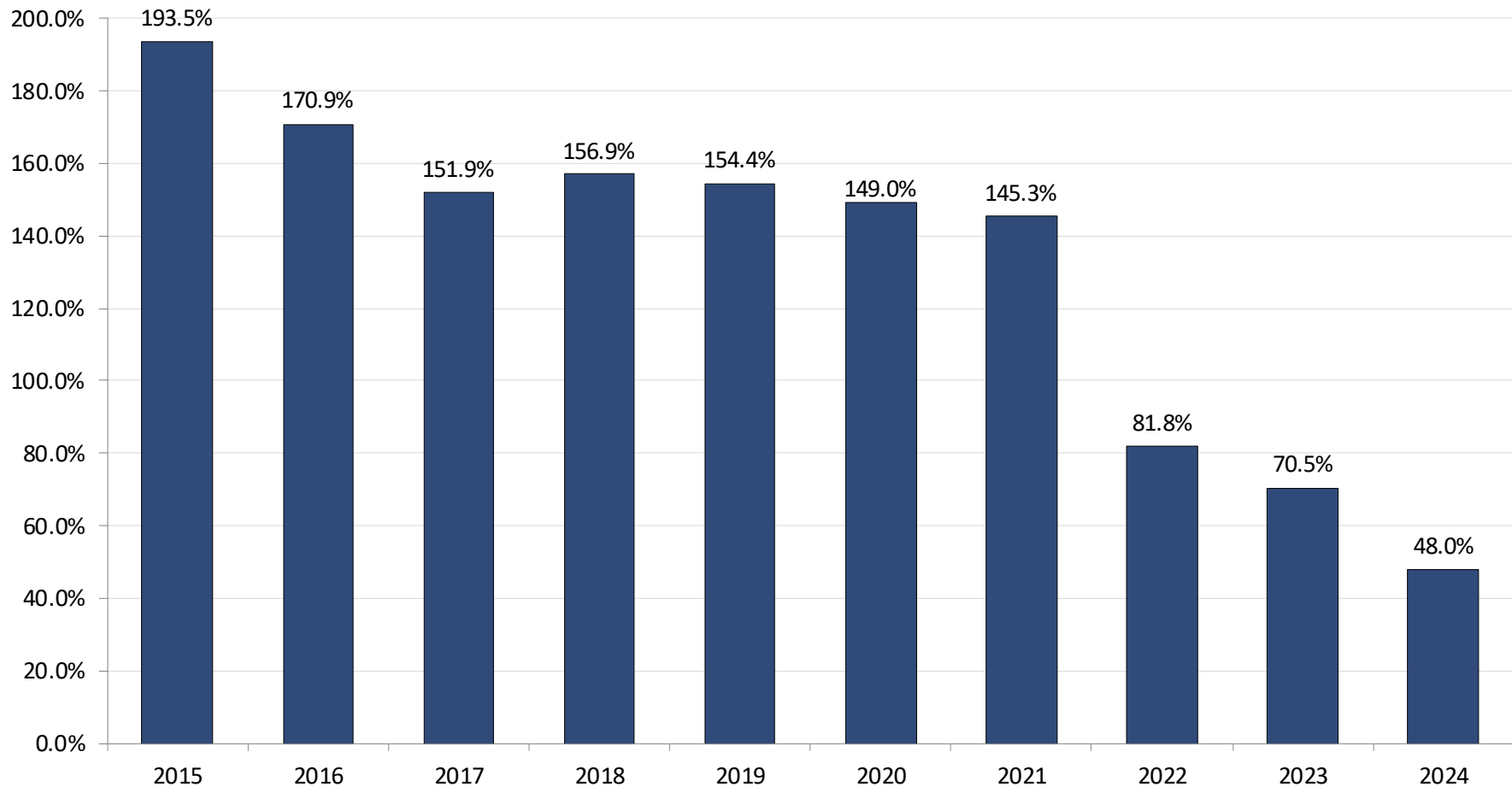
Total Fund Balances

Total fund balances of the General Fund for the past 10 years (in thousands):



Unassigned Fund Balance

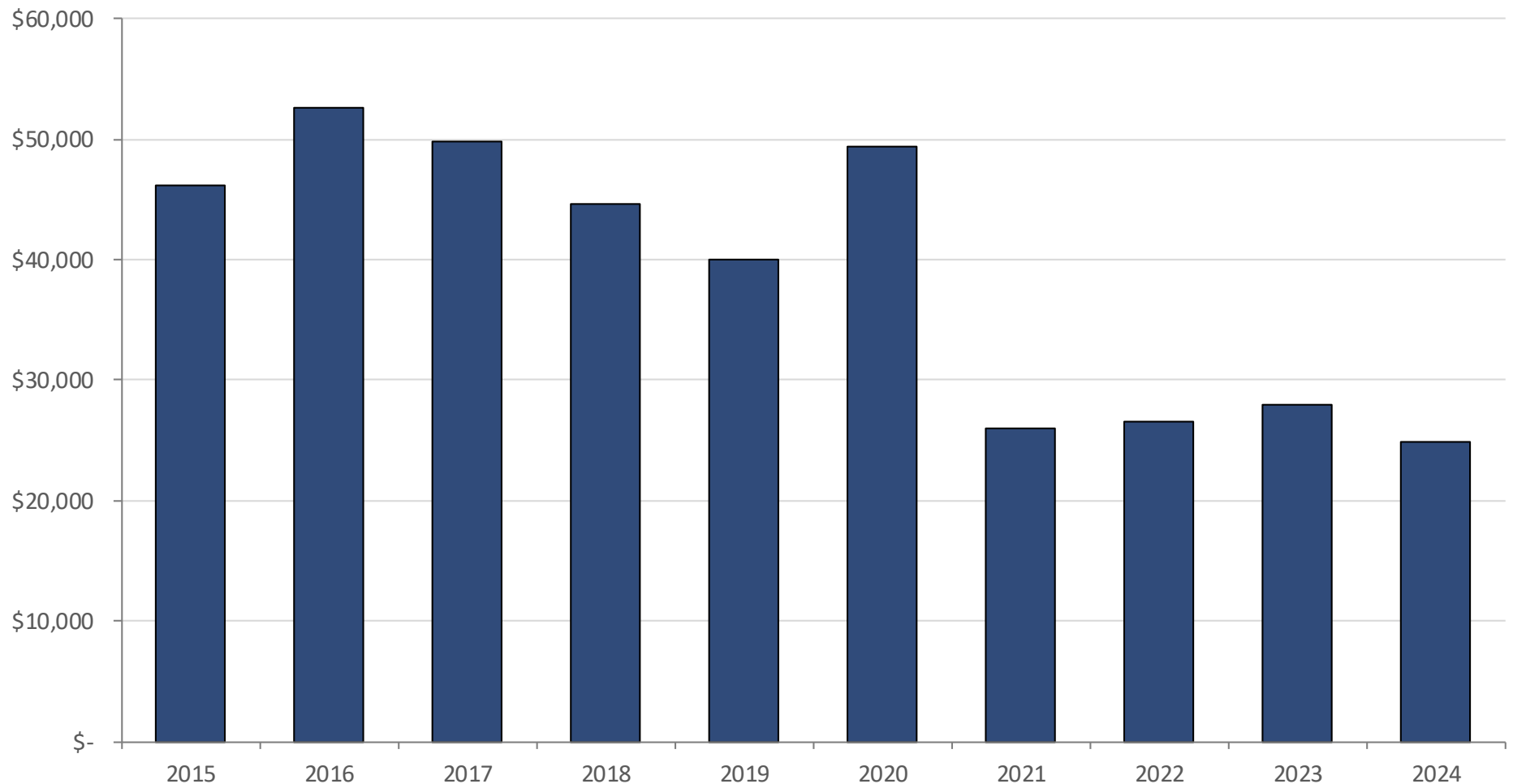
The City's unassigned fund balance as a percentage of expenditures in the General Fund for the last 10 years:



Capital Projects Fund

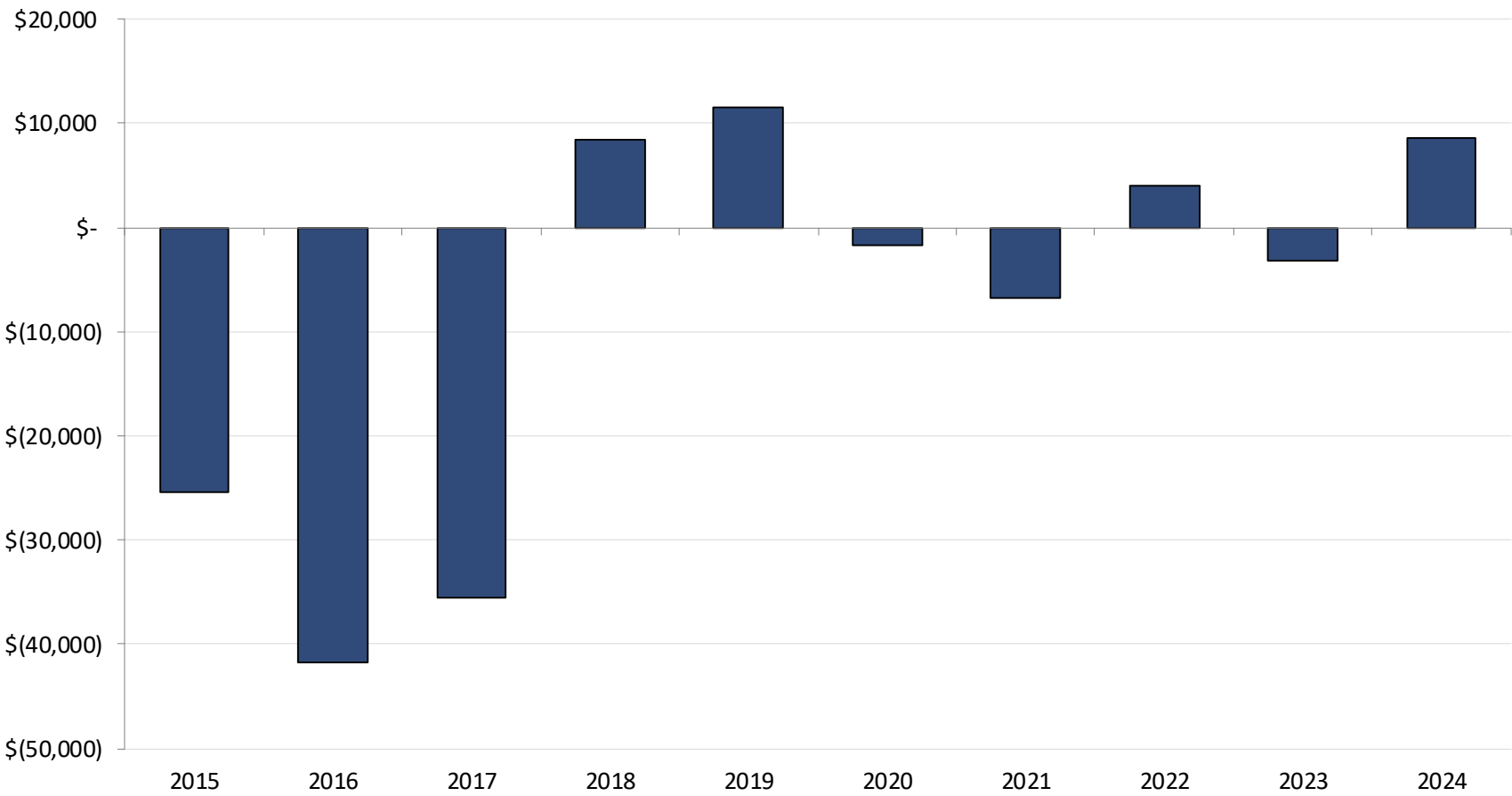
Expenditures

Capital outlay in the Capital Projects Fund for the previous 10 years (in thousands):



Fund Balance

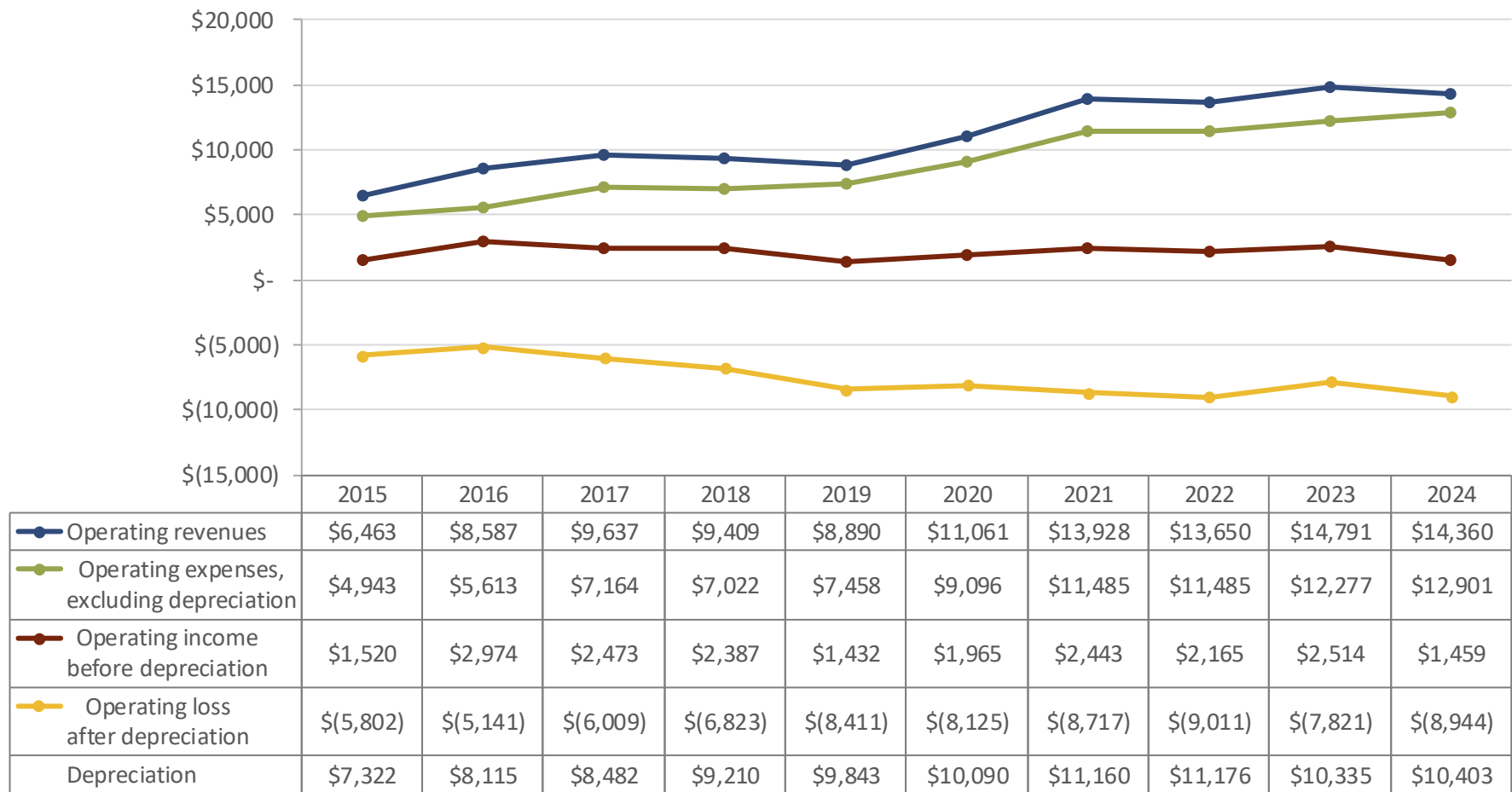
The fund balance of the Capital Projects Fund for the past 10 years (in thousands):



Water and Sewer Fund

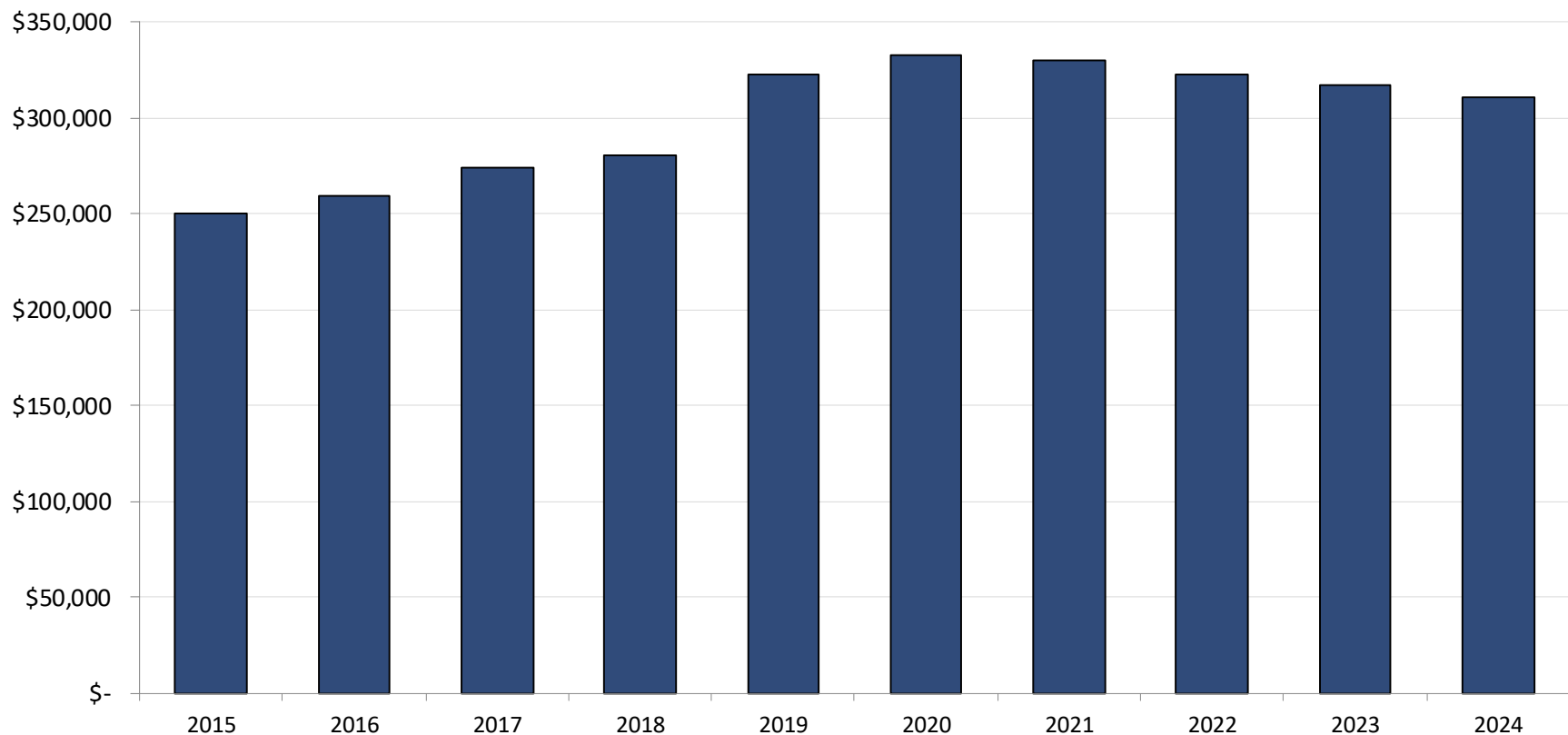
Operating Statement (In Thousands)

Operating revenues are utility sales and service charges. Operating expenses are distributions, salaries and wages, and administration and general.



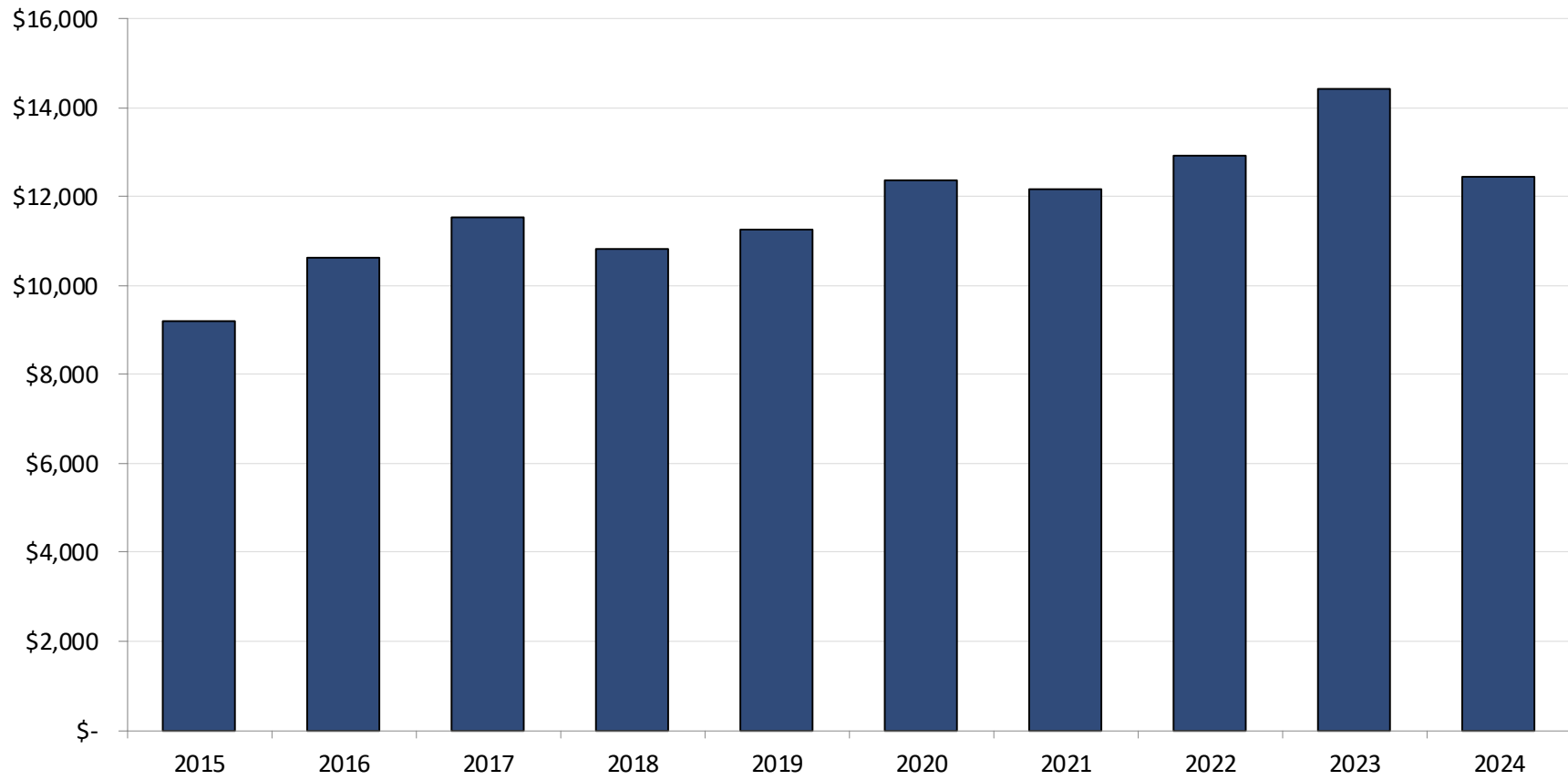
Net Position

The Positive net position indicates that revenues from operating and nonoperating activities have been sufficient to meet the required debt service payments. Net position for the Water and Sewer Fund for the past 10 years (in thousands):



Year-End Cash and Investments

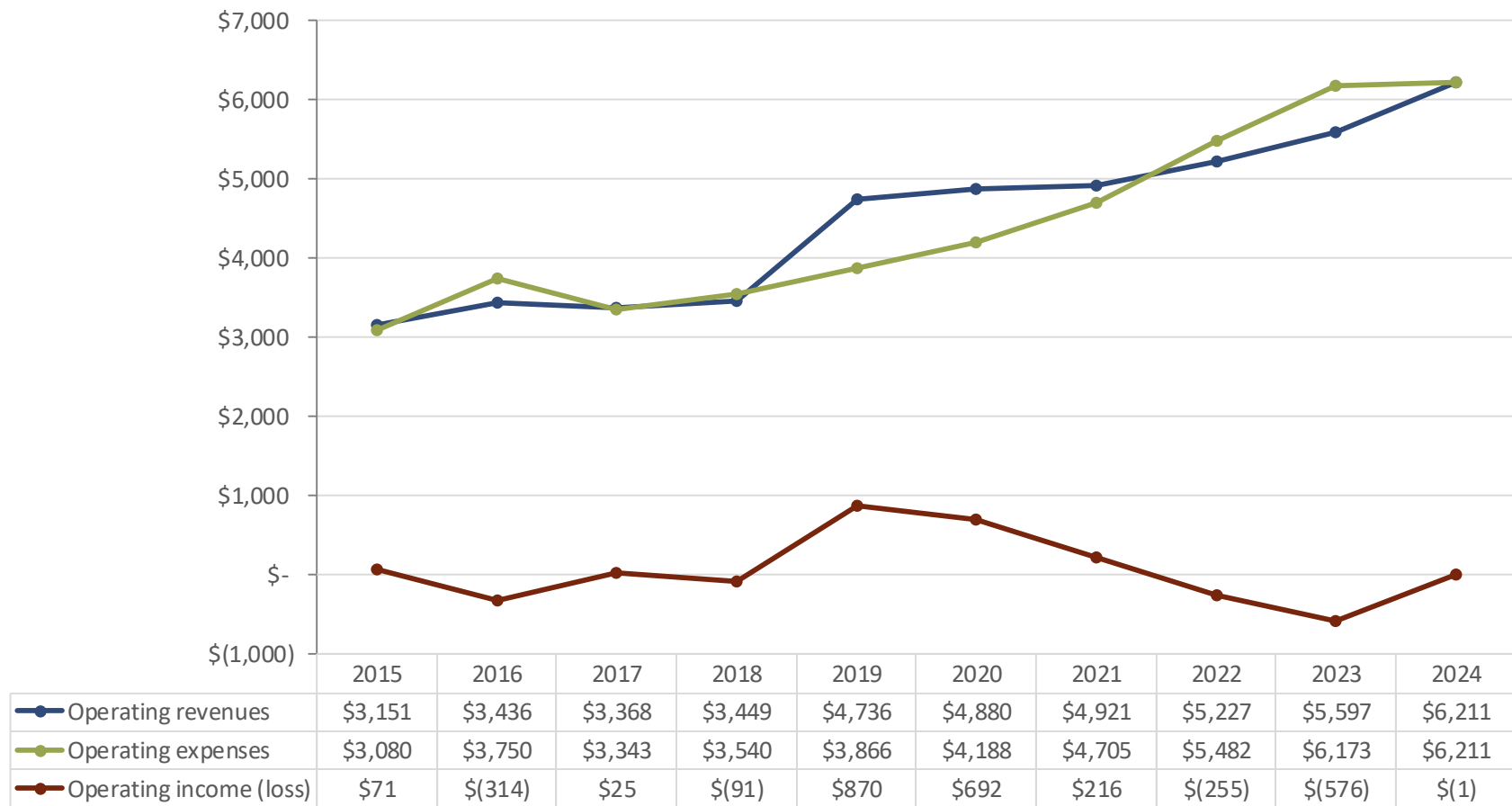
A healthy cash balance in the Water and Sewer Fund allows for continued payments towards debt and operations. Cash in the Water and Sewer Fund for the past 10 years (in thousands):



Garbage Fund

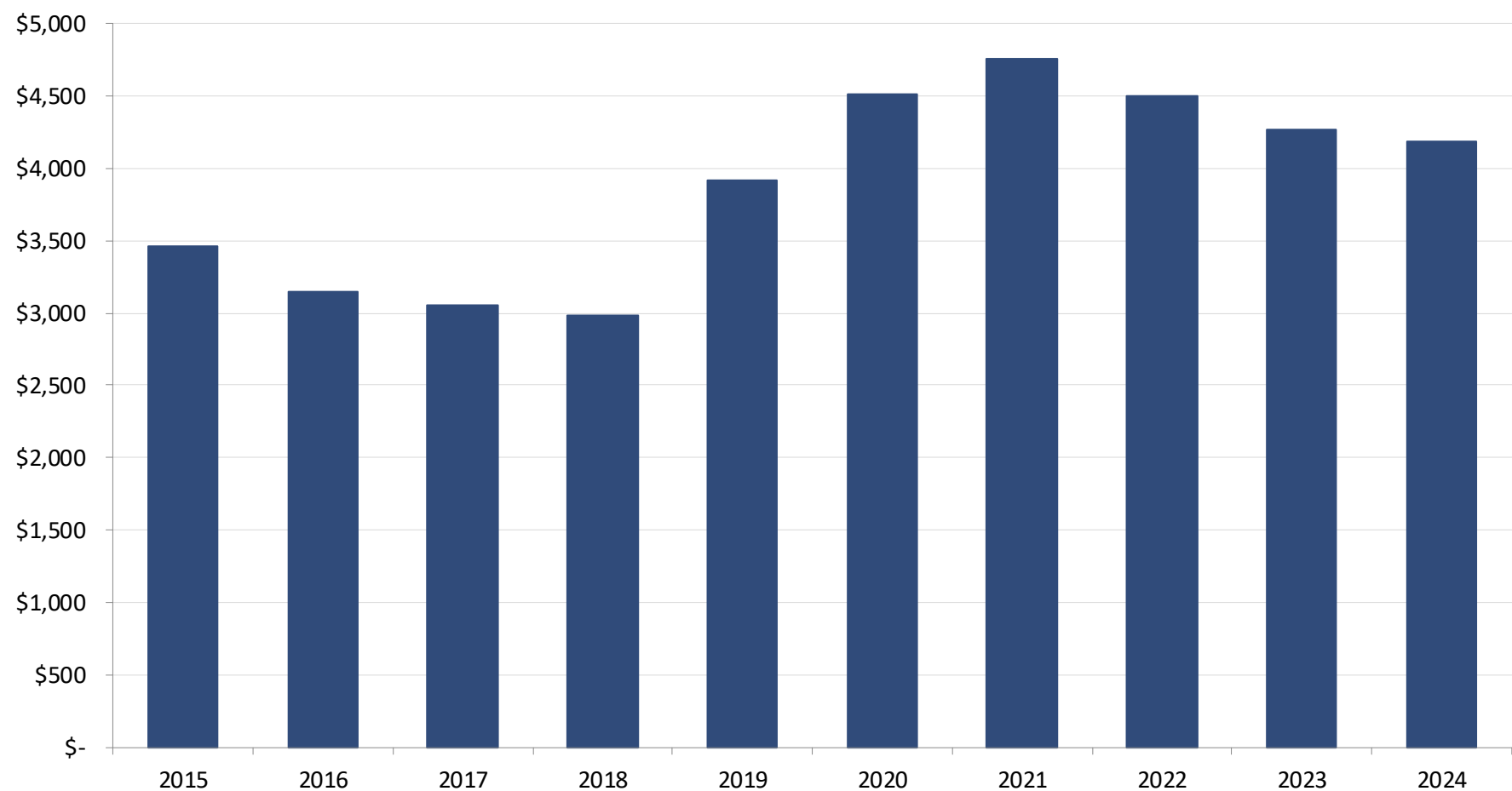
Operating Statement (In Thousands)

Operating revenues are utility sales and service charges. Operating expenses are landfill and collections, salaries and wages, administration and general, and depreciation.



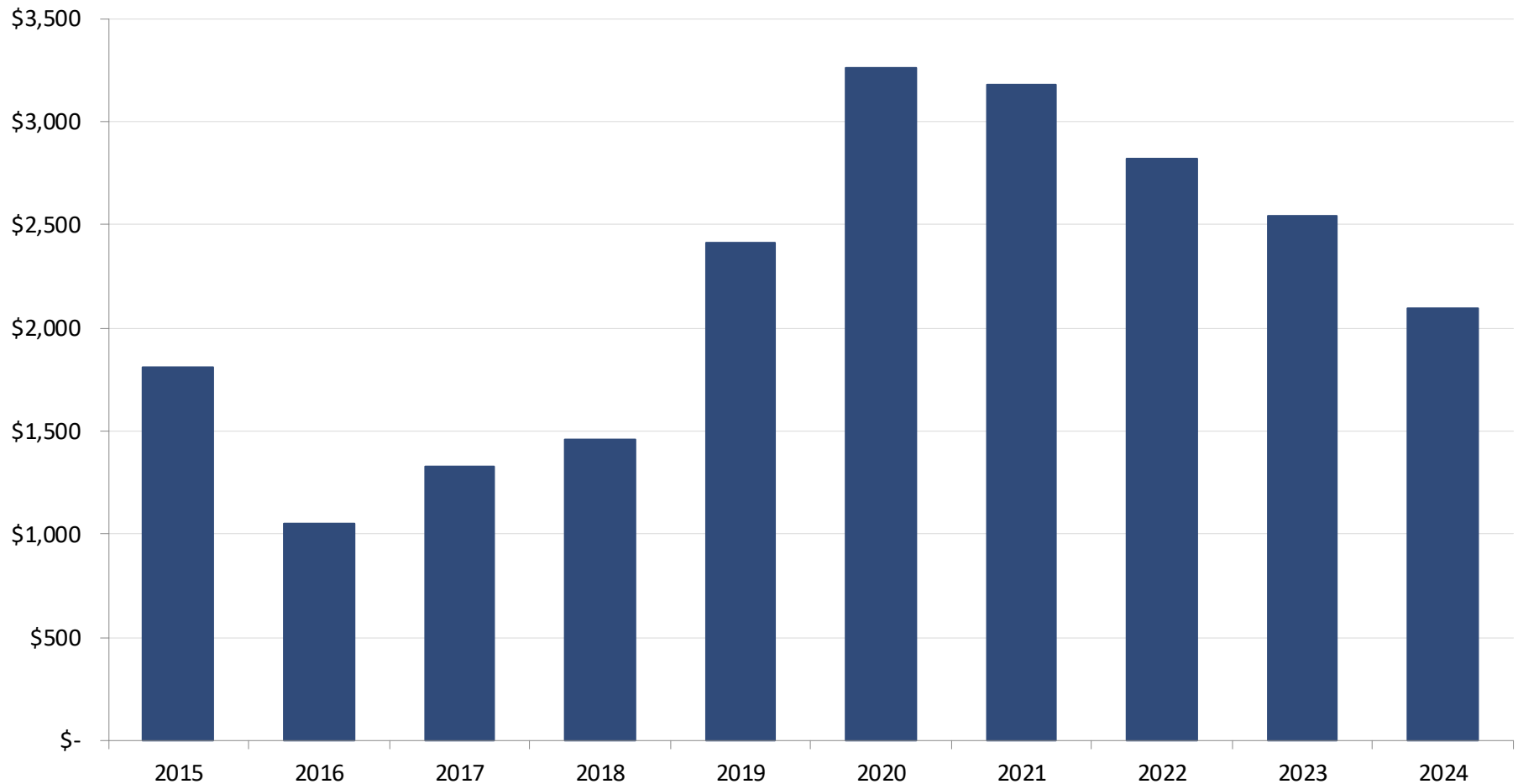
Net Position

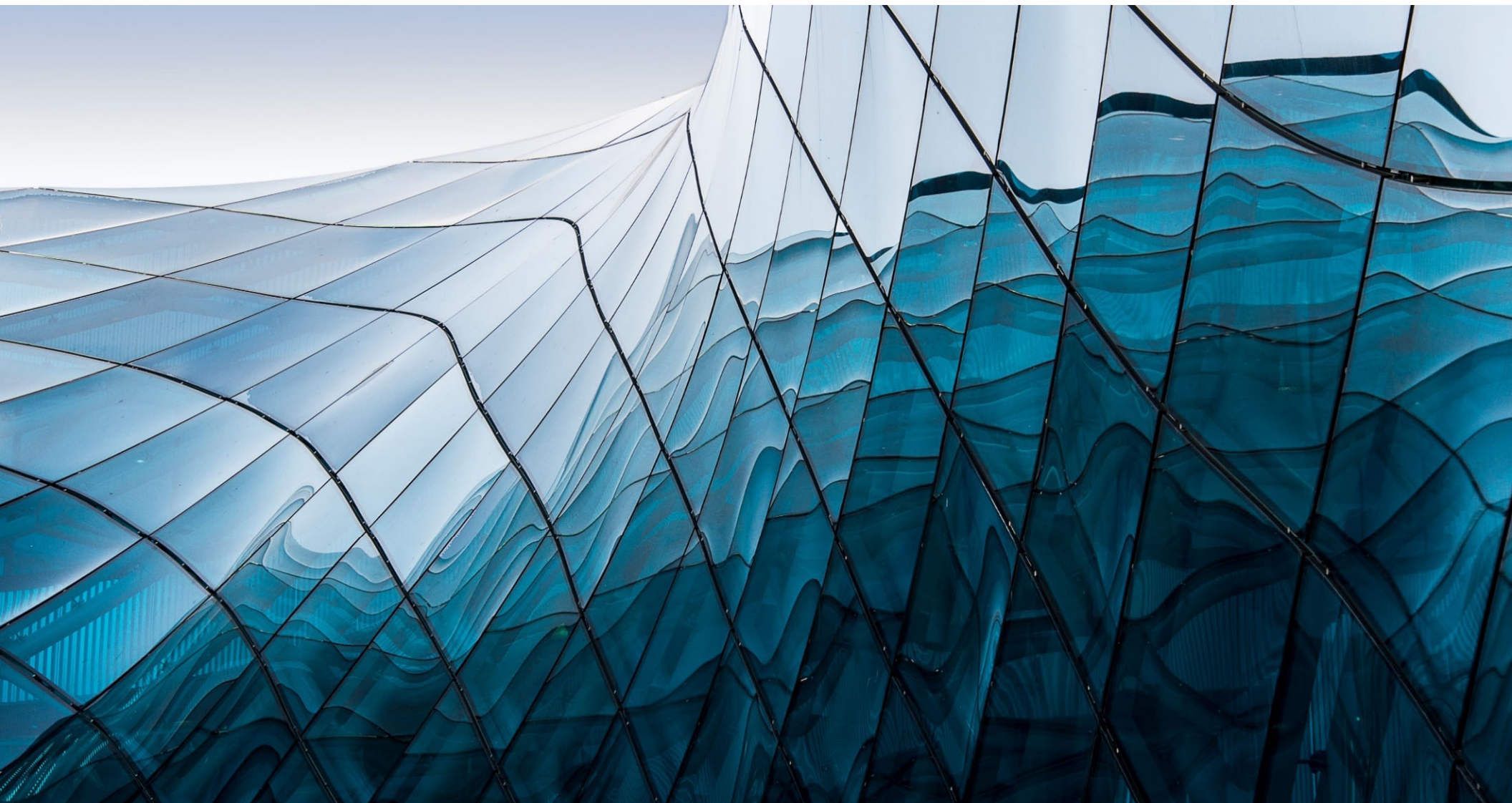
Net position for the Garbage Fund for the past 10 years (in thousands):



Year-End Cash and Investments

Cash in the Garbage Fund for the past 10 years (in thousands):

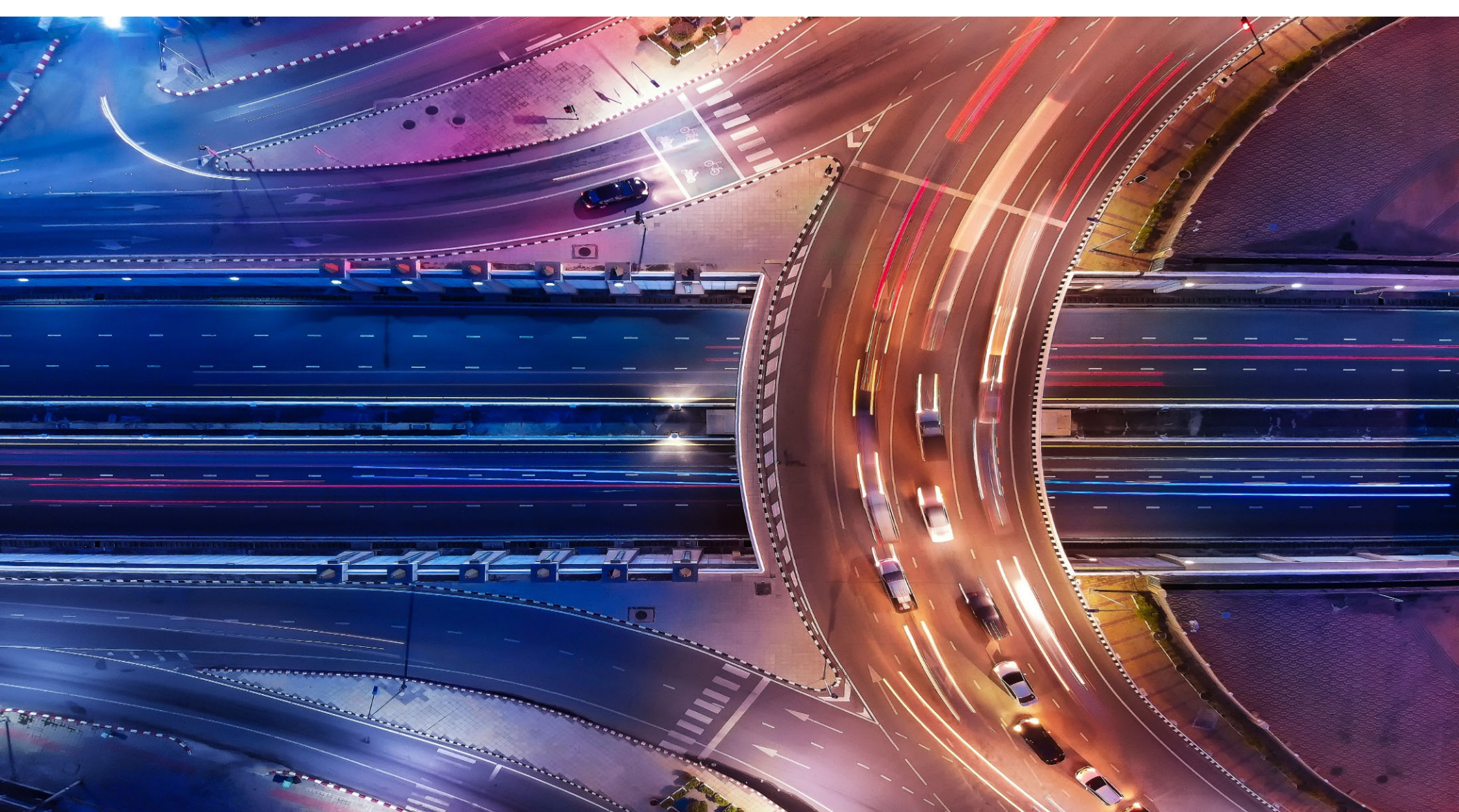




Questions?

This presentation is presented with the understanding that the information contained does not constitute legal, accounting or other professional advice. It is not intended to be responsive to any individual situation or concerns, as the contents of this presentation are intended for general information purposes only. Viewers are urged not to act upon the information contained in this presentation without first consulting competent legal, accounting or other professional advice regarding implications of a particular factual situation. Questions and additional information can be submitted to your Eide Bailly representative, or to the presenter of this session.





Thank You

eidebailly.com



To: City Commission

From: Casey Sanders- Berglund Director of Economic Development

Date: September 22, 2025

Subject: Business Incentive Sign Badgers

Action: Review business incentive request

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

Summary:

The applicant is requesting support through the economic development sales tax as two locations are being evaluated for consideration as Sign Badgers is under new ownership. Sign Badgers has been in business in West Fargo for 15 years (since inception). This business seeks to expand in the future however, the current and more emergent goal is sustainability and need for a more cohesive space.

The West Fargo 5,000 sq. ft. property being considered is located at 349 11th St W, West Fargo. The business has 12 jobs and collects approximately \$12,000-\$15,000 in sales tax annually. This request is unique as it serves as an opportunity to retain this business in our community. The public participation is being requested at \$275,000 as a closing fund that will be forgiven in total after a period of 5 years.

The Economic Development Advisory Committee meet on September 4th, 2025 to review this project and recommended it for approval to the City Commission.

Enclosed:

- Staff report
- Request from Sign Badgers
- Design plans and space imagery

Action:

Review the proposed business incentive request and provide recommendation for staff.

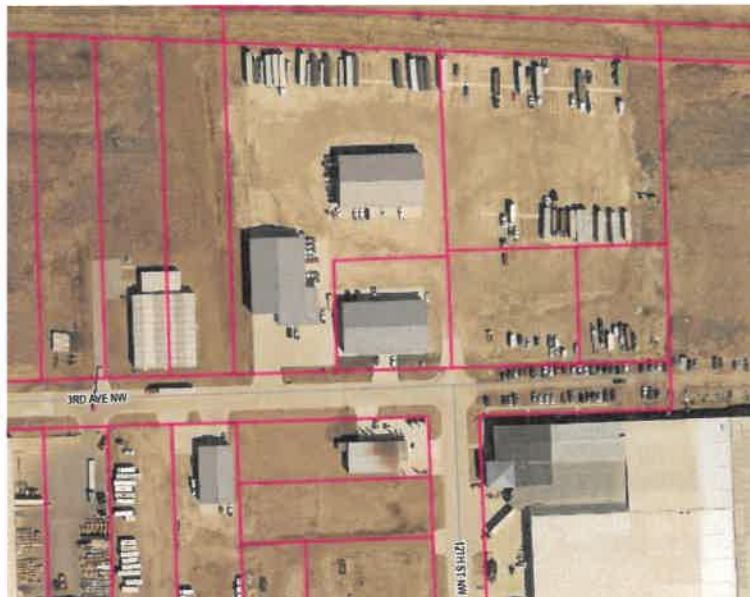
CITY OF WEST FARGO ECONOMIC DEVELOPMENT

STAFF REPORT

Sign Badgers	
349 11 th Street W. West Fargo, ND 58078 (Current)	
Light Industrial	
Applicant: Sign Badgers Representative: Dawson Schefter	Staff Contact: Economic Development Casey Sanders-Berglund
Economic Development Advisory Committee:	September 4 th , 2025
West Fargo Public School District:	N/A
Cass County Board of Commissioners:	N/A
Public Hearing:	N/A
City Commission:	September 22 nd , 2025

PURPOSE:

Sign Badgers is a light-manufacturing business which has been operating in West Fargo since 2015. This business has transitioned to new ownership as of August 2025. Their current leased space commands above market rents and the business has outgrown its useful footprint. Sign badgers support 12 jobs and an annual payroll of \$600,000. The business generates an estimated \$15-\$20k annually in sales tax for the City of West Fargo. The business requires unique fit-up to support the operation of printing equipment in a hyper-clean environment while also accommodating venting and air handling for computer guided cutting, painting and laser engraving equipment. Office and collaborative spaces are also priority requirements for their customer success, design and operations staff. Light industrial space is ideal but requires extensive fit-up. Sign Badgers is currently evaluating two turnkey lease proposals. The West Fargo site offers long term viability and modest landlord cash flow; however, the landlord cannot meet the capital needs for required tenant improvements. The Fargo site is fully turnkey and offers a reduction in our current annual rent costs and requires zero tenant investment. Each location offers +/- 5,000 q ft of space in nearly identical light-industrial structures with two garage bays and overhead doors with no existing demising walls or fit-up.



STAFF REPORT

DISCUSSION AND OBSERVATIONS:

- There are 2 locations being evaluated for the new location for Sign Badgers. The buildings, structures, and sizes are almost the exact same. A new location with cheaper rent and the correct fit-up will help allow them to expand and scale.
- First location is in West Fargo located at 1154 3 Ave NW West Fargo and the second location is in Fargo located at 2701 43rd St N, Fargo, ND 58102.
- Currently Sign Badgers collects \$15,000-\$20,000 in sales tax annually.
- Sign Badgers created 12 jobs with \$600,000 in payroll a year and aims to retain and potentially increase jobs in the future.
- Sign Badgers is a Primary Sector business.
- Requesting a \$275,000 forgivable loan from the City of West Fargo to retain a high-growth business, unlock private capital investment, and ensure that a new, long-term commercial lease remains within city limits.

PROJECT ELIGIBILITY FOR INCENTIVE:

- This property falls within the Renaissance Zone and is in a newly approved project for the developer. This business would be eligible to apply for the state income tax pass through incentive as the property is already approved for a renaissance zone incentive.
- This business has been in West Fargo since inception or 10 years.
- This project supports the overall goal of the city retaining and / or increasing sales tax revenue generating businesses.

PUBLIC PARTICIPATION:

Public assistance for this project is proposed at \$275,000 from the Economic Development Sales tax fund. The financial portion would be paid up front and forgiven based on the milestones outlined below. A business incentive agreement will be drafted upon approval.

The business will be requested in the agreement to share the maintained and potential increase in jobs as well as sales tax revenue paid to the state of ND for a period of 5 years.

Amount	Milestone	Outcome
100,000	Completion of 2.5 years of operations. This is defined as the first full 30-month period of business with a starting date of when the business opens for customers and would be complete on the same date the following year.	Loan forgiven
175,000	Completion of a second 2.5 years of operations. This is defined as the second full 30-month period of business with a starting date of when the business opens for customers and would be complete on the same date the following year.	Loan forgiven

RECOMMENDATIONS:

The proposed project fosters a 15-year relationship with Sign Badgers by supporting the business to remain in the City of West Fargo.

The Economic Development Advisory Committee met on September 4th, 2025, to review the applicant's request and recommend it to the city commission.

CITY OF WEST FARGO ECONOMIC DEVELOPMENT
STAFF REPORT

To: Casey Sanders-Berglund, City of West Fargo
From: B2 LLC d/b/a Sign Badgers
Subject: Request for Forgivable Loan Support
Date: August 28, 2025

Summary

We are requesting a \$275,000 forgivable loan from the City of West Fargo to retain a high-growth business, unlock private capital investment, and ensure that a new, long-term commercial lease remains within city limits.

Context

Sign Badgers is a light-manufacturing business which has been operating in West Fargo since 2015. This business has transitioned to new ownership. Current leased space commands above market rents and the business has outgrown its useful footprint. Sign Badgers supports 12 jobs and an annual payroll of \$600,000. The business generates an estimated \$15-20k annually in sales tax for the City of West Fargo.

Our business requires unique fit-up to support the operation of printing equipment in a hyper-clean environment while also accommodating venting and air handling for computer guided cutting, painting and laser engraving equipment. Office and collaborative spaces are also priority requirements for our customer success, design and operations staff. Light-industrial space is ideal but requires extensive fit-up.

Our business is currently evaluating two turnkey lease proposals:

Location	Proposed Landlord TI Investment	5-Year Rent	Landlord Cash Flow Outcome
West Fargo	\$300,000	\$306,231	+ \$6,230
Fargo	\$374,200	\$357,992	– \$16,208

- The **West Fargo site** offers long-term viability and modest landlord cash flow, however the landlord cannot meet the capital needs for required tenant improvements.
- The **Fargo site** is fully turnkey and offers a reduction in our current annual rent costs. Requires zero tenant investment.
- Each location offers +/- 5,000 sq ft of space in nearly identical light-industrial structures with two garage bays and overhead doors with no existing demising walls or fit-up.

Justification for City Support

A **\$275,000 forgivable loan** from the City of West Fargo would:

- Bridge the capital gap between the Fargo and West Fargo proposals
- Incentivize \$25,000+ in private landlord investment
- Preserve \$300,000+ in lease value and an established 12+ jobs in West Fargo
- Support a company that is scaling, investing in equipment and talent, and contributing to local economic activity

Terms & Structure

We are open to structuring the loan with standard performance criteria, including:

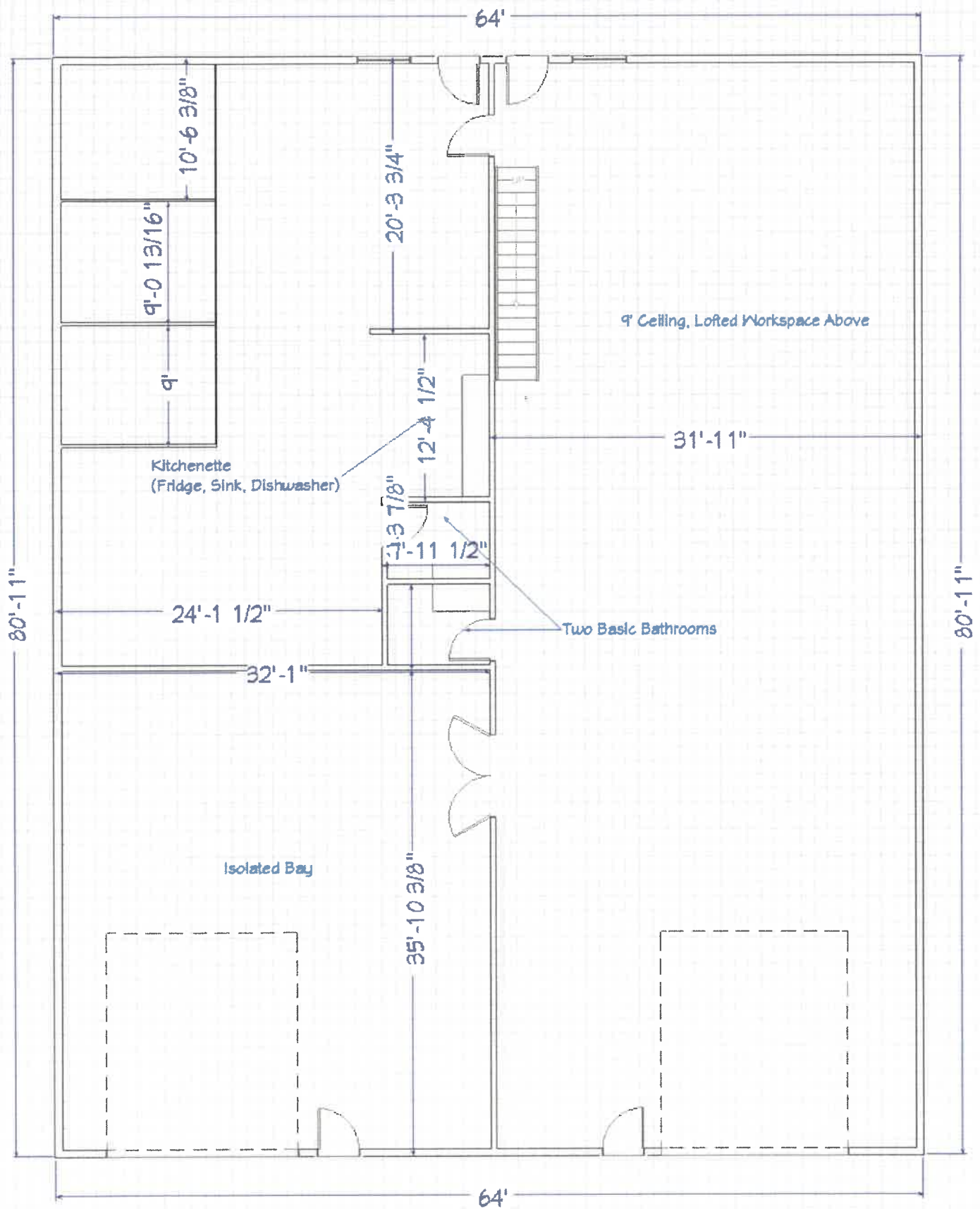
- Forgiveness tied to job retention, business operation, or lease term commitment
- Proof of landlord contribution

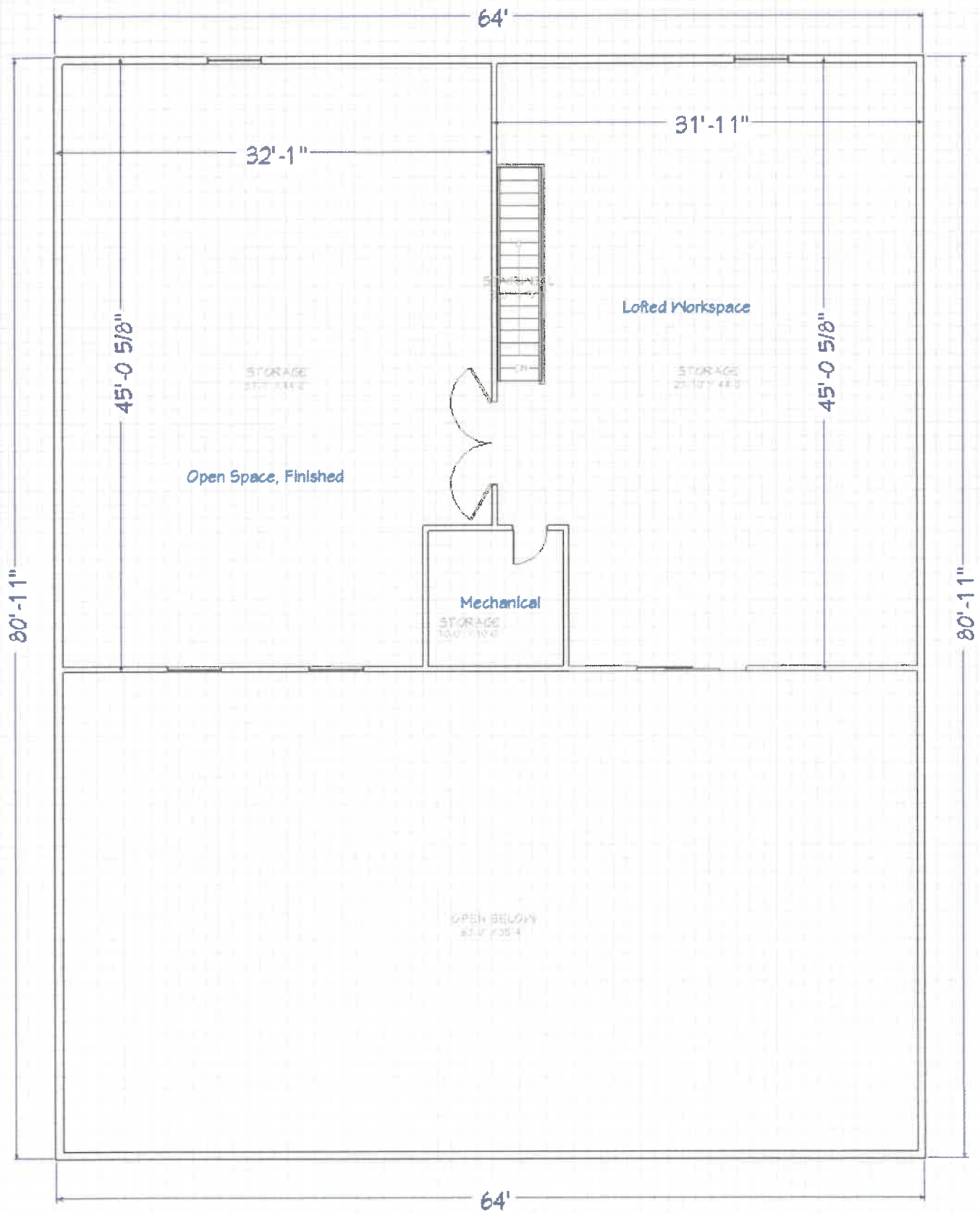
Timeline

Our current lease is on a month-to-month extension through December 2025. We must finalize a long-term location decision immediately to allow a landlord and our business adequate time for planning, permitting, and tenant improvements in the new facility.

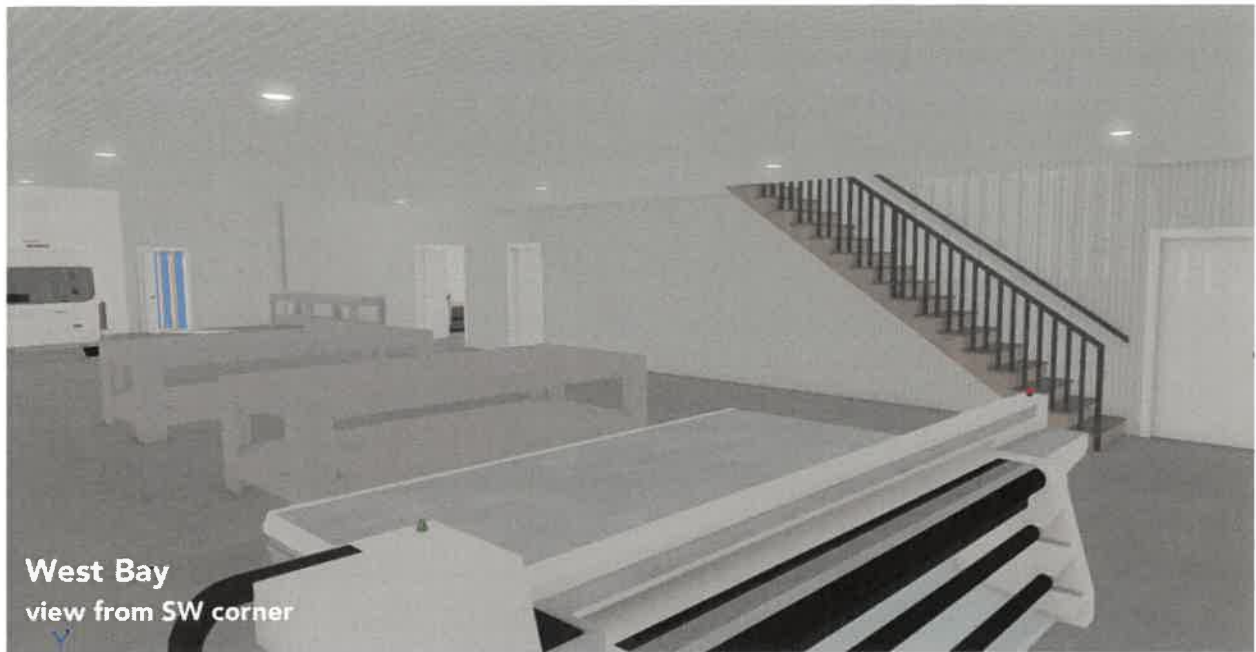
Conclusion

With this request, West Fargo has an opportunity to retain a growing business, catalyze private investment, and ensure that long-term commercial tenancy remains in the city. Without support, we may be forced to shift operations to Fargo despite our preference to remain and grow within West Fargo.









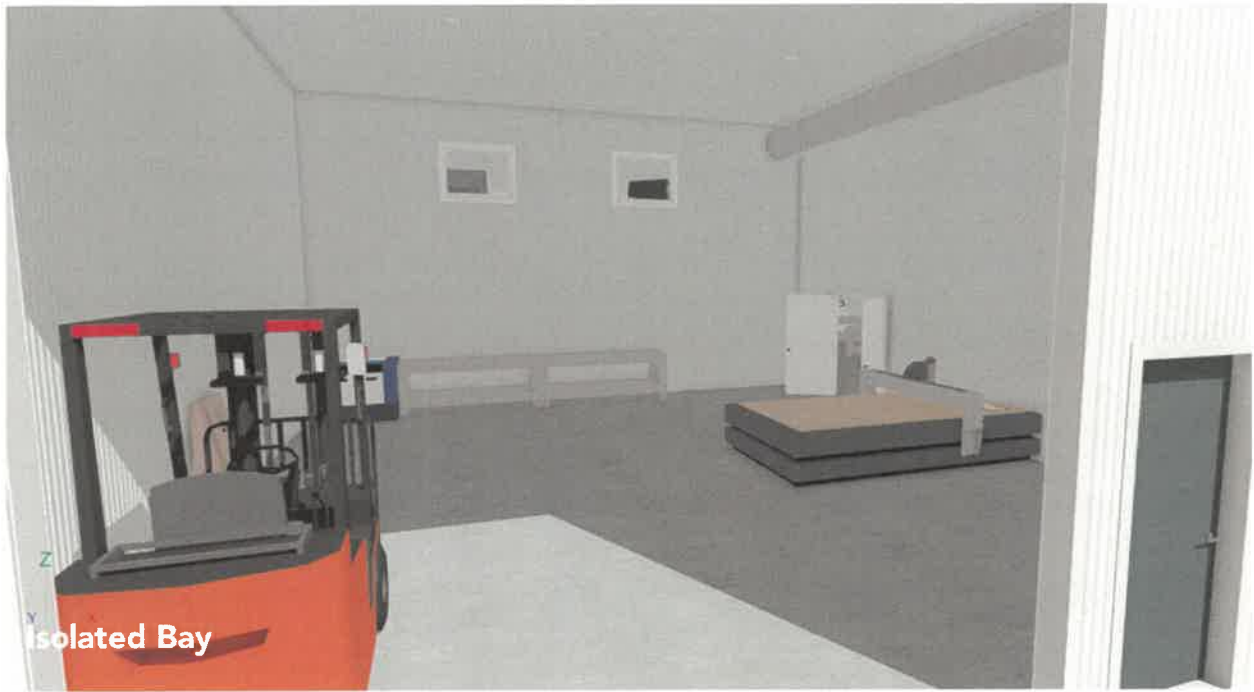
West Bay
view from SW corner



Second Floor, Lofted Workspace
view from NW wall



Second Floor, Finished Workspace



MEMORANDUM

TO: The President and Members of the City Commission
FROM: Dustin T. Scott, City Administrator
RE: 2026 Final Budget
DATE: Sept. 22, 2025

Mayor Dardis and Commissioners,

On behalf of the Staff of the City of West Fargo, I am proud to present the 2026 Final Budget for your consideration and approval.

Guided by our core values of Compassion, Respect, Integrity, Teamwork, and Service, this budget reflects our commitment to fiscal responsibility while maintaining a high level of service for the residents of West Fargo.

Facing legislative changes, market volatility, and reductions in funding programs, we began the budget process early¹ to identify the challenges and opportunities of this new landscape. Departments were tasked to think critically about current and future resource allocation as they evaluated operational needs and refined priorities. As a team, departments identified opportunities to reduce initial spending requests by more than \$3 million, including a collective commitment to pause new positions through 2026.

While we put a pause on the addition of new FTEs, the retention of our experienced and highly skilled staff is a top priority. The City's leadership team values and respects West Fargo City Staff...they are the critical engine of our operations. With your continued support of staff, the 2026 budget includes a 2.5% Cost of Living Adjustment and maintains a competitive benefits package. Investing in our staff is crucial in achieving internal stability and long-term sustainability of services.

Within the budget book you will find new features, including department-level overviews and priority statements to add context and better explain the intent behind each budget. We've also grouped Itemized department budgets into an appendix. These changes reflect our continued focus on communication, clarity, and future planning.

I am proud of our team and humbled to serve alongside them. Together, we're building a culture driven by shared values and a sense of purpose to ensure West Fargo is a safe, clean, and vibrant community. My sincere gratitude and appreciation to the City Commission for your guidance, to City staff for your dedication, and to our residents for entrusting us to serve the City of West Fargo.

Respectfully,

Dustin T. Scott, City Administrator

¹ Attachment 1 – Budget Timeline

1. Summary of Funds Overview:²

The Summary of All Budgeted Funds is shown in six categories:

1. **Governmental Funds:** Include all funds primarily comprised of property tax revenue. All governmental funds, including the City's General Fund which holds departmental budgets, are balanced (*without using reserves*).
2. **Enterprise Funds:** Include all funds primarily comprised of utility fee revenue. These funds intentionally have a surplus to fund strategic reserves.
3. **Sales Tax Funds:** These revenues are transferred to appropriate sources to finance departmental operations, capital projects, and designated programs. Only new 2026 revenue is shown on the summary sheet, giving the appearance of a deficit. However, existing fund balances will be used in 2026 as previously approved/committed by the City Commission, therefore not creating a deficit.
4. **Agency Funds:** These funds are passed through the City to various agencies. These funds are net neutral to the City.
5. **Special Funds:** This includes other miscellaneous funds, such as State Aid through the Prairie Dog Fund, funds used for the operation of City Owned Plazas, and other special circumstances. A grant was received in the gaming fund in 2025, which will be spent in 2026 for administration of charitable gaming permits and coordinating with the Office of the North Dakota Attorney General. This gives the appearance of a deficit where there is not one.
6. **Debt Service Funds:** These funds are used to pay down the City's Debt using funds from each special assessment district, property tax incentive district, etc. This fund has cash on hand which is used each year to make payments. This gives the appearance of a deficit where there is not one.

We ask the Commission and the Public to carefully review the details of revenue in each fund to best understand cash on hand and reserve balances.

2. Property Tax Calculations

- The state legislature implemented new law on property tax revenue. In accordance with this new law, the City of West Fargo has calculated an increase in revenue of 5.4%, which includes the allowed 3% increase, plus a 2.4% increase from new growth.
- The following funds have revenues associated with property taxes: General Fund, Library Fund, Municipal Airport Fund, and Share of Specials. Revenue is apportioned based on departmental budget needs.

3. Changes from Sept. 8 Budget Presentation:

Only minor changes have been made since the draft final budget was presented on Sept. 8.

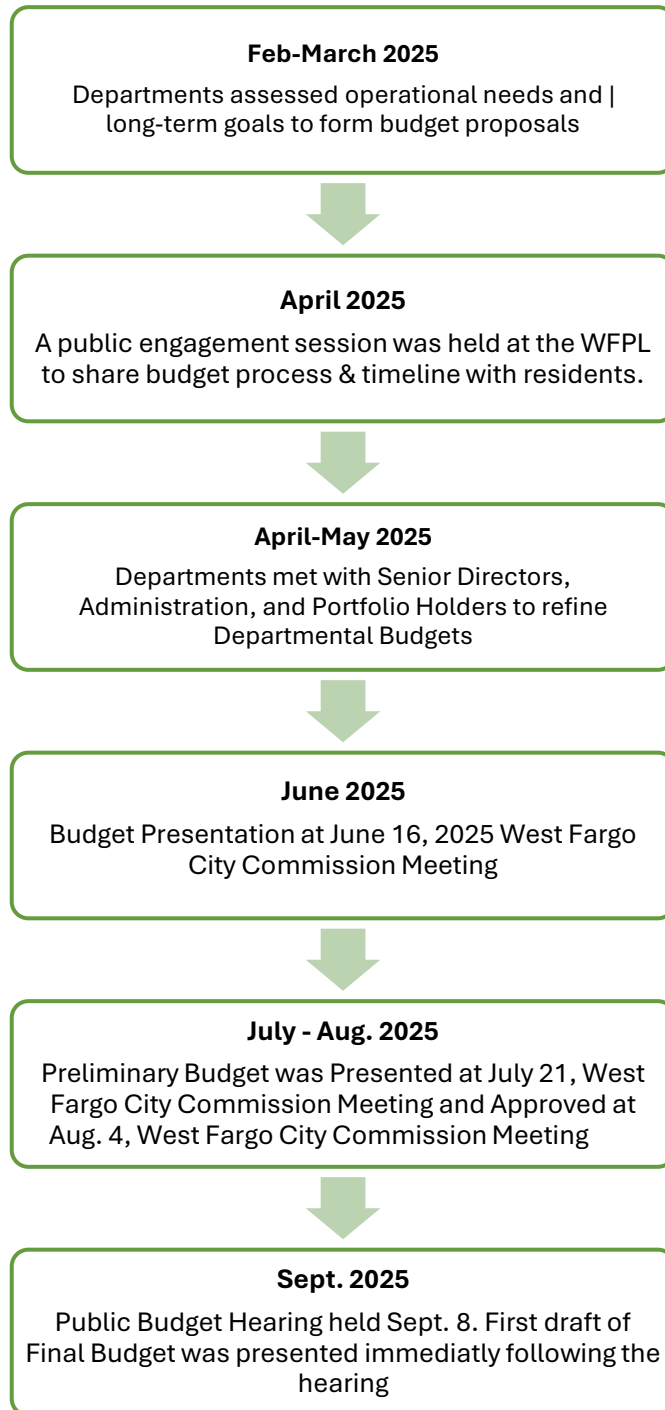
- Revenue for the Sandhills TIF District was added to the debt service fund. This was previously not included as it was a new fund in 2024. This additional revenue brings the Debt Service Fund Revenue to \$23,602,972.
- The Revenue for the Lights Plaza and Parking Ramp was adjusted from \$528,500 to \$536,200.

² Attachment 2 – Summary of all Funds

4. Next Steps:

- The Commission may approve the Final Budget as presented or with revisions. If necessary, review/approve at the next regular meeting (Oct. 6) or schedule a special meeting.
- The Final Budget must be returned to Cass County by October 10, 2025.
- Upon approval, the Final Budget will be published on the City's website.
- Residents will receive property tax statements from Cass County in December 2025.

Attachment 1



Attachment 2

SUMMARY OF ALL BUDGETED FUNDS				
Fund		Revenue/Transfers	Expenses/Transfers	Net
General Fund	1000	\$ 41,387,518	\$ 41,387,518	\$ -
Share of Specials	2030	\$ 224,944	\$ 224,944	\$ -
Library	7000	\$ 2,632,068	\$ 2,632,068	\$ -
Airport	7050	\$ 219,355	\$ 219,355	\$ -
Total Government Funds:		\$ 44,463,885	\$ 44,463,885	\$ -
Sanitation	6010	\$ 8,049,571	\$ 8,079,213	\$ (29,642)
Water	6020	\$ 11,155,465	\$ 10,360,329	\$ 795,136
Sewer	6025	\$ 8,903,389	\$ 7,840,986	\$ 1,062,403
Vector Control	2200	\$ 220,000	\$ 100,000	\$ 120,000
Forestry	2210	\$ 802,410	\$ 665,702	\$ 136,708
Total Enterprise Funds:		\$ 29,130,835	\$ 27,046,230	\$ 2,084,605
Economic Development Sales Tax	2960	\$ 4,422,600	\$ 4,437,373	\$ (14,773)
Public Safety Sales Tax	2975	\$ 4,347,600	\$ 5,335,742	\$ (988,142)
Capital Improvement Sales Tax	2970	\$ 13,214,414	\$ 23,760,350	\$ (10,545,936)
Total Sales Tax Funds:		\$ 21,984,614	\$ 33,533,465	\$ (11,548,851)
Park Funds/State Aid	2050	\$ 1,180,000	\$ 1,180,000	\$ -
FM CVB	2141	\$ 450,000	\$ 450,000	\$ -
Tree Fund	5000	\$ 35,000	\$ 35,000	\$ -
Park District Special Assessments	8XXX	\$ 710,338	\$ 710,338	\$ -
Total Agency Funds:		\$ 2,375,338	\$ 2,375,338	\$ -
Prairie Dog Funds	2971	\$ 1,586,000	\$ 1,586,000	\$ -
Gaming	2110	\$ 15,000	\$ 150,000	\$ (135,000)
The Lights Plaza & Parking Ramp	23XX	\$ 536,200	\$ 536,200	\$ -
Police Special Funds (Night to Unite)	2500	\$ 3,800	\$ 3,500	\$ 300
Asset Forfeitures	2950	\$ 30,000	\$ 30,000	\$ -
Total Special Funds:		\$ 2,171,000	\$ 2,305,700	\$ (134,700)
Debt Service	3000	\$ 23,602,972	\$ 24,517,476	\$ (914,504)
Total Debt Service Funds:		\$ 23,602,972	\$ 24,517,476	\$ (914,504)
Total Combined Funds:		\$ 123,728,644	\$ 134,242,094	\$ (10,513,450)

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Lisa Sankey
2. PHONE NUMBER: 515-5376 DATE: September 15, 2025
3. AGENDA TITLE:

A25-16 Bogey 4th Addition a request for right-of-way access.

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

Request an existing right-in/right-out access be converted into a full access onto a minor arterial roadway as provided for under Section 2-0119 of the City Ordinances pertaining to access to arterial and collector roadways. At their August 12, 2025 meeting, the West Fargo Planning and Zoning Commission voted to recommend approval of proposed access with conditions of approval noted in the staff report. The conditions have been satisfied with the execution of the access agreement by the applicant.

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

Located at 475 12th Ave NE (Lot 1, Block 1 Bogey 4th Addition), City of West Fargo, North Dakota.

6. ACTION BEING REQUESTED FROM CITY COMMISSION:

Approve the right-of-way access and agreement to allow for a full access.

STAFF REPORT

A25-16 ACCESS REQUEST	
Bogey 4 th Addition	
475 12th Ave NE (Lot 1, Block 1 of Bogey 4th Addition)	
Applicant/Owner: Daniel Hazer	Staff Contact: Lisa Sankey
Planning & Zoning Commission:	08-12-2025 - Approval
City Commission:	09-22-2025

PURPOSE:

Request an existing right-in/right-out access be converted into a full access onto a minor arterial roadway.

STATEMENTS OF FACT:

Land Use Classification:	G-2 Sub-Urban – Growth Sector
Existing Land Use:	Salvage Yard
Current Zoning District(s):	M: Heavy Industrial
Zoning Overlay District(s):	CO-R: Redevelopment Corridor Overlay District
Total area size:	9.67 Acres
Adjacent Zoning Districts:	North – M: Heavy Industrial South – M: Heavy Industrial West – M: Heavy Industrial East – M: Heavy Industrial
Adjacent street(s):	12 th Ave NE (Minor Arterial)
Adjacent Bike/Pedestrian Facilities:	Shared-use path along north side of 12 th Ave
Available Parks/Trail Facilities:	Not applicable
Park Dedication Requirements:	Not applicable

DISCUSSION AND OBSERVATIONS:

- Section 2-0119 of the City Ordinances requires City Commission approval upon recommendation of the Planning & Zoning Commission for access to arterial and collector roadways.
- The applicant currently has a driveway onto 12th Avenue NE, which is a right-in/right-out access point due to an existing raised center median at this location.
- The applicant is requesting removal of the center median along 12th Avenue NE to provide a full access for property located along the south side of a minor arterial street. The applicant had originally proposed a three-quarters access; however, due to lack of median width to accommodate the geometry necessary for a three-quarters access, a full access is being proposed.
- Standard spacing of driveways and intersections along arterial streets in developing areas is 660 feet with a minimum spacing of 330 feet.
- The access point in question is approximately 350 feet from the nearest driveway or intersection.
- Staff has reviewed the request, which meets minimum spacing requirements as currently outlined within the subdivision ordinance.
- While staff does not have concerns with the removal of the median to allow full access at this time, future traffic volumes and conditions may warrant reinstallation of a raised median at some point in the future. As such, staff recommends that approval of the applicant's request be conditioned on the following:

STAFF REPORT

- The applicant waives the right to protest any future decision by the City to reinstall the raised median and/or to otherwise restrict access if conditions warrant.
- The applicant waives the right to protest any costs for such improvements that may be assessed in accordance with the City's infrastructure funding policy.
- Costs associated with the removal of the median will be the responsibility of the applicant.
- Only that portion of the median located across from, and east of, the existing driveway would be removed. At least 100 feet of raised median will remain on the east side of the adjacent railroad crossing. All such work is required to be completed by a contractor licensed with the City and will require reviewed and approval of a Right-of-Way Permit by the City Engineering Department.

NOTICES:

Sent to: Applicable agencies and departments

Comments Received:

- None to date.

PLANNING & ZONING COMMISSION ACTION:

At their August 12, 2025 meeting, the West Fargo Planning and Zoning Commission voted to recommend approval of the proposed access onto 12th Ave NE as the proposal complies with applicable ordinances with the following condition:

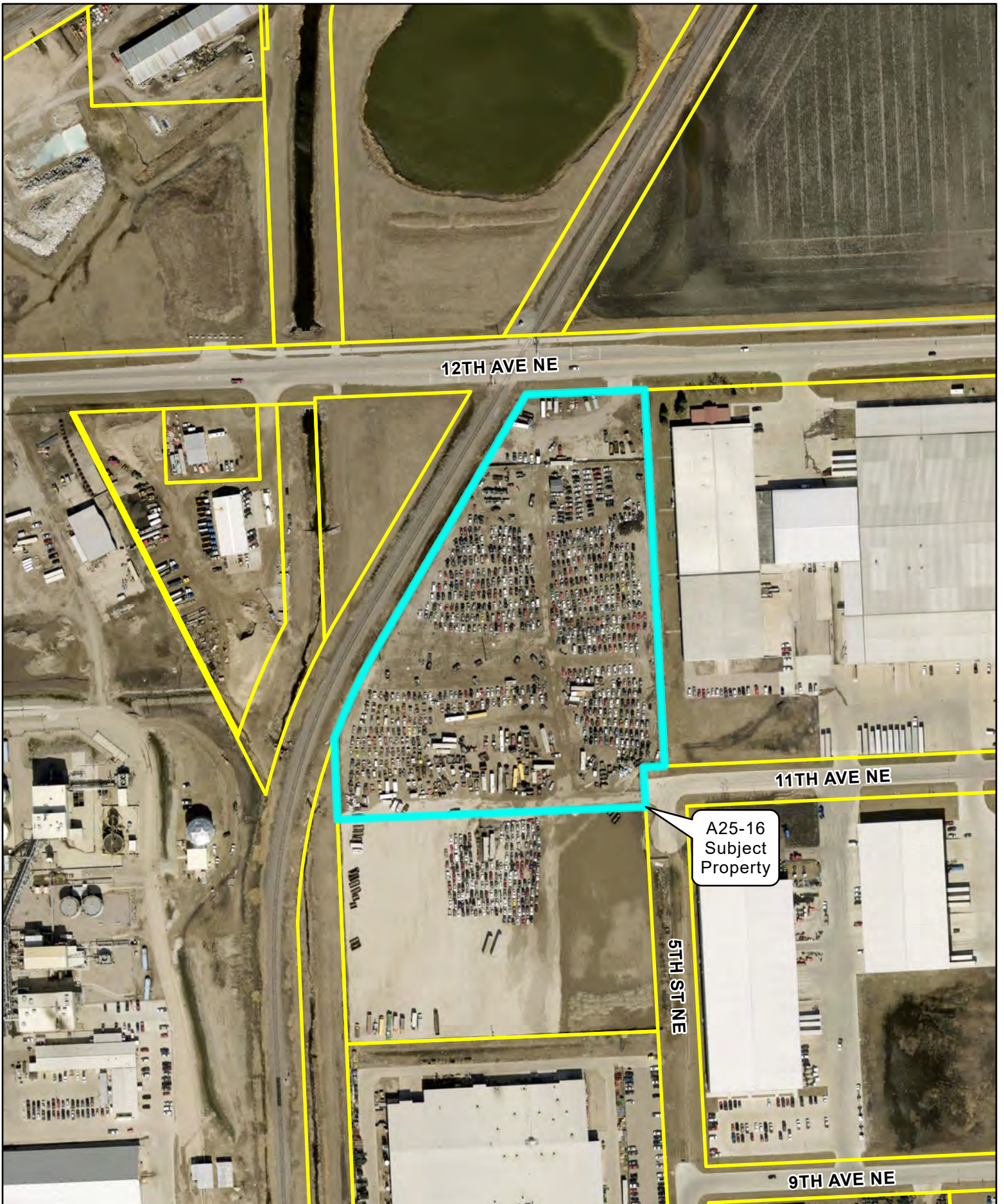
1. The applicant enters into an agreement with the City in which the applicant waives the right to protest any future decision by the City to reinstall the raised median and/or to otherwise restrict access if conditions warrant and waives the right to protest any costs for such improvements that may be assessed in accordance with the City's infrastructure funding policy.

RECOMMENDATIONS:

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

Attachments:

- Aerial Map
- Zoning Map
- Access Location Map
- Applicant's site plan, illustrating proposed access location.
- Access Agreement



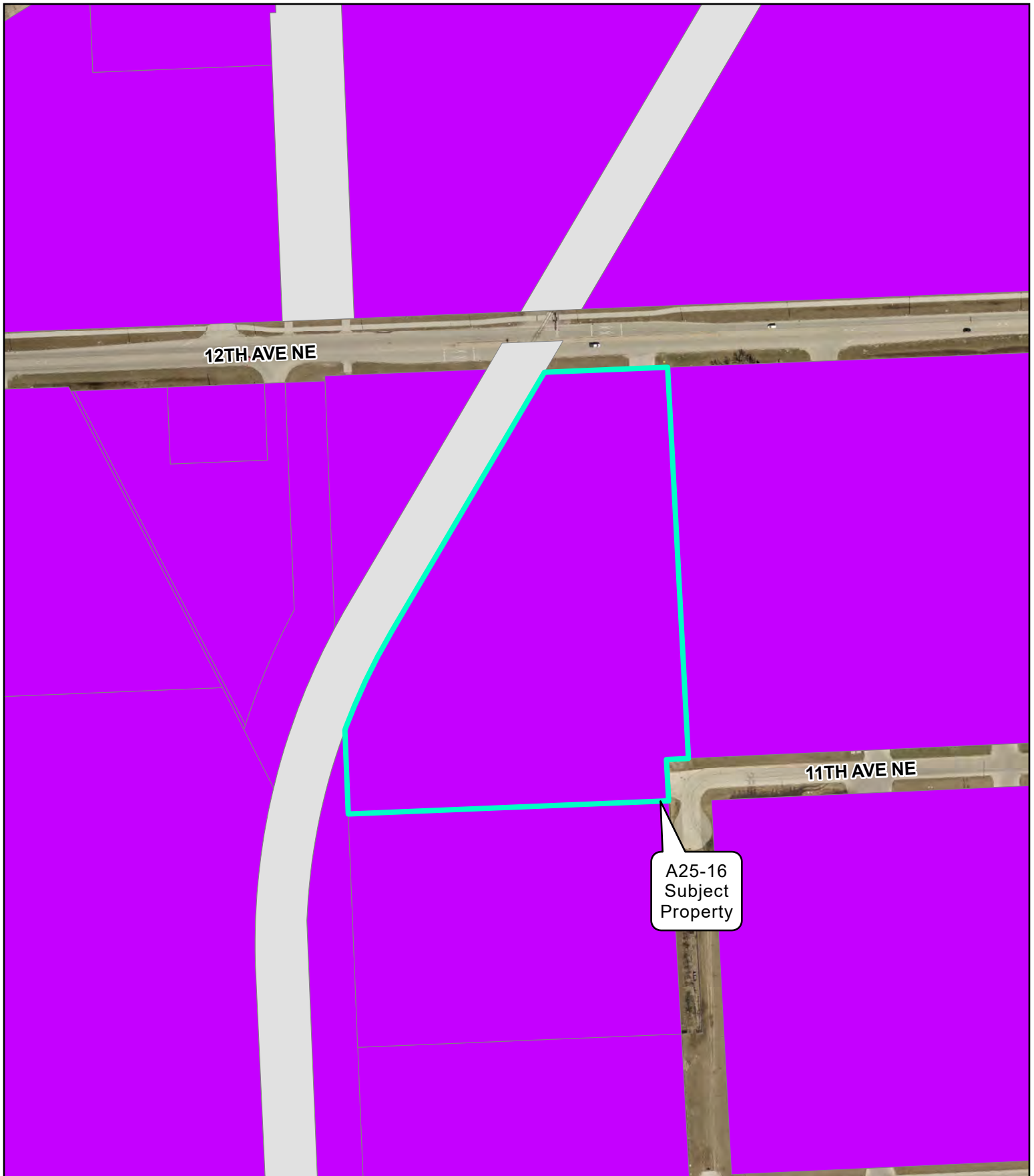
12TH AVE NE

11TH AVE NE

A25-16
Subject
Property

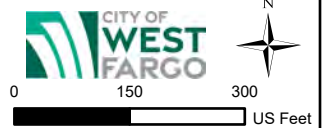
5TH ST NE

9TH AVE NE



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





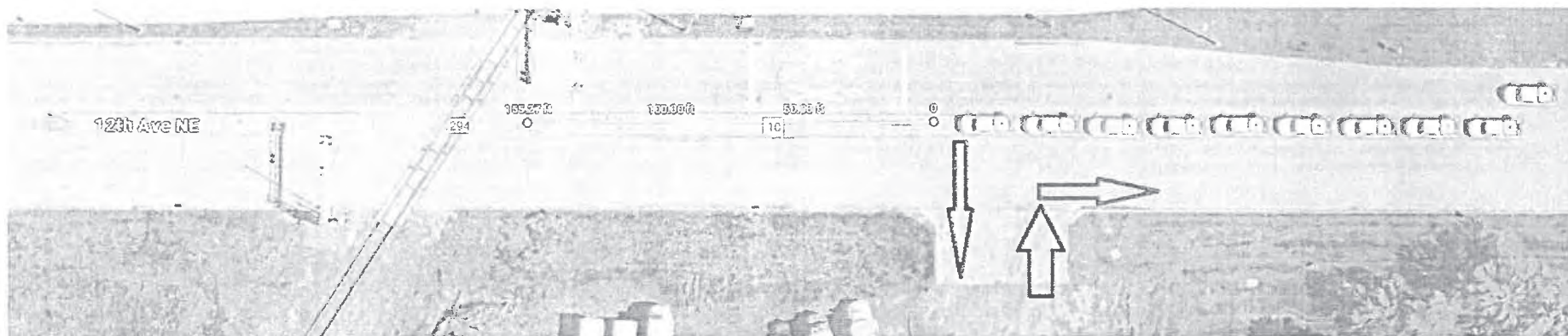
West Fargo GIS

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

Proposed 12th Ave NE Access Location

Date: 9/16/2025





ACCESS AGREEMENT

THIS ACCESS AGREEMENT (the "Agreement") is made and entered into this 10 day of September, 2025 (the "Effective Date"), by and between the City of West Fargo, North Dakota, a home rule city and political subdivision of the State of North Dakota (the "City"), and Duane Hazer (the "Landowner"). The City and the Landowner are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the Landowner owns an interest in real property located within the City and legally described as Lot 1, Block 1, of Bogey Fourth Addition to the City of West Fargo, Cass County, North Dakota (the "Property"); and

WHEREAS, the Property currently has access to 12th Avenue Northeast, with said access being restricted to only right-in and right-out due to a median constructed between the driving lanes of 12th Avenue Northeast; and

WHEREAS, 12th Avenue Northeast is classified as a minor arterial street within the City, which has limited access due to City ordinance; and

WHEREAS, the Landowner has filed a request with the City to remove the median to allow full access to the Property from 12th Avenue Northeast; and

WHEREAS, the Landowner and the City now desire to set out, in writing, certain conditions for the access approval request and the roles and responsibilities of the Parties.

NOW, THEREFORE, in accordance with the mutual terms, covenants, conditions, and agreements contained herein, the Parties hereby agree as follows:

AGREEMENT

1. Authorization. The City grants to the Landowner a non-exclusive, revocable license for purposes of removing the median in 12th Avenue Northeast, directly north and immediately adjacent to the access that exists as of the Effective Date to the Property (the "Median"), at the Landowner's expense. The rights granted to the Landowner by the City under this Agreement constitute a license, revocable by the City for cause or for the protection of City infrastructure, and the license does not create for or on behalf of the Landowner any interest or estate of any kind in the City's property or right of way, either by virtue of this Agreement or by the Landowner's entry or use of 12th Avenue Northeast for the Median work. The City conveys only those rights to the Landowner permitted under North Dakota law that are consistent with the City's rights in 12th Avenue Northeast.

2. Median Removal. Under this Agreement, the City grants to the Landowner, and the Landowner's agents, representatives, consultants, contractors, subcontractors, subconsultants, and suppliers, access in, on, over, across, and through 12th Avenue Northeast for purposes of

ingress and egress and for removing the Median. The Landowner shall not commence removal of the Median until the City reviews and approves the Landowner's designs, which must conform to City standards and specifications. The Landowner shall engage a contractor licensed with the City and the State of North Dakota to perform all work on the Median; provided, however, the Landowner is solely responsible for the work, performance, acts, or omissions of any third party engaged by the Landowner, including any contractor, consultant, subcontractor, subconsultant, or supplier. The contractor shall obtain a right-of-way excavation permit from the City's Engineering Department prior to commencing removal of the Median. The Landowner may not store or pile any materials or equipment on 12th Avenue Northeast or other property or right of way owned by the City or otherwise use 12th Avenue Northeast or other property or right of way owned by the City for any other purpose, with the exception of uses granted to the general public. The Landowner's rights regarding the Median must not disrupt or interfere with other City infrastructure or the City's or general public's use of 12th Avenue Northeast. All work completed to remove the Median must conform to City standards and specifications, and the Landowner will secure and provide executed lien waivers from any and all contractors, consultants, subcontractors, subconsultants, and suppliers regarding the removal of the Median, if requested by the City.

3. Damage to Property. The Landowner will be solely responsible for any damages to 12th Avenue Northeast or any of the City's other infrastructure, property, or right of way as a result of the removal of the Median or any other fixtures, equipment, or other personal property on 12th Avenue Northeast, or otherwise as a result of any entry upon or use of 12th Avenue Northeast or any of the City's other property or right of way by the Landowner or any of the Landowner's agents, representatives, consultants, contractors, subcontractors, subconsultants, suppliers, licensees, or invitees. The Landowner, at the Landowner's sole expense, will repair 12th Avenue Northeast or any of the City's other infrastructure, property, or right of way damaged as a result of the Landowner's removal of the Median or any of the Landowner's other fixtures, equipment, materials, or other personal property, or otherwise as a result of any entry upon or use of 12th Avenue Northeast or any of the City's other property or right of way by the Landowner or any of the Landowner's agents, representatives, consultants, contractors, subcontractors, subconsultants, suppliers, licensees, or invitees. If the Landowner fails to repair any damages as required under this Agreement within a reasonable time following request or demand from the City, the City may perform any of the Landowner's obligations and specially assess the cost of such repairs to property owned by the Landowner within the City.

4. Return to Limited Access. The Landowner agrees and acknowledges that the City reserves the right to reinstall a median on 12th Avenue Northeast, at any time, if the City believes, in its sole discretion, that a median is warranted due to safety or traffic concerns. In the event the City decides to reinstall a median, the Landowner agrees and acknowledges that the costs for the reinstallation will be assessed in accordance with the City's infrastructure funding policy, which may include special assessments levied against the Property. In the event that the City proceeds with an improvement that is specially assessed, the Landowner waives the right to protest the work and the special assessments levied against the Property as a result of the work.

5. Term. The City may terminate this Agreement if the City concludes termination of the Landowner's rights under this Agreement is necessary to protect the integrity of the City's infrastructure or in the event of any default by the Landowner under this Agreement and failure to cure within a reasonable amount of time. The City will notify the Landowner in writing of any termination. In the event of any termination, the Landowner will remove any fixtures, equipment, or other property from 12th Avenue Northeast at the Landowner's sole cost. Any termination of this Agreement will be without prejudice to any of the Landowner's obligations or liabilities that arose or accrued prior to termination, and the Landowner's indemnity obligations will survive any termination of this Agreement.

6. Assumption of Risk. The Landowner explicitly accepts any and all risk regarding any entry upon or use of 12th Avenue Northeast or any of the City's other property or right of way by the Landowner and the Landowner's agents, representatives, consultants, contractors, subcontractors, subconsultants, suppliers, licensees, or invitees. The City will not be liable or responsible for any damages or injuries caused to or by the Landowner or any of the Landowner's agents, representatives, consultants, contractors, subcontractors, subconsultants, suppliers, licensees, or invitees resulting from, or in any way arising out of, any of those parties' entry upon or use of 12th Avenue Northeast for the removal of the Median.

7. Indemnity. The Landowner will be solely liable and responsible for any and all liability, losses, damages, injuries, claims, demands, actions, judgments, and executions in any way arising during the removal of the Median and out of or regarding the Landowner's obligations under this Agreement; the removal of the Median; any entry upon or use of 12th Avenue Northeast or any of the City's other property or right of way by the Landowner or any of the Landowner's agents, representatives, consultants, contractors, subcontractors, subconsultants, suppliers, licensees, or invitees; and any act or omission of the Landowner or any of the Landowner's agents, representatives, employees, consultants, contractors, subcontractors, subconsultants, suppliers, licensees, or invitees. The Landowner's liability and cost obligations will include any and all claims, damages, actions, causes of action, claims for relief for damages (compensatory, exemplary, or otherwise), costs, loss of services, expenses, or compensation for or on account of any damage, loss, or injury directly to the City or any of the City's officers, agents, representatives, employees, consultants, or contractors, and to claims, demands, actions, causes of action, or claims for relief for contribution or indemnity for injury alleged to any person or party, whether natural or not. Further, the Landowner will reimburse the City and the City's officers, agents, representatives, employees, consultants, and contractors for any costs or expenses, including reasonable attorneys' fees, expended or incurred in response to or in defense of any claim, demand, action, cause of action, or claim for relief made or asserted by any person or party, natural or not, arising during the removal of the Median and out of or regarding the Landowner's obligations under this Agreement; the removal of the Median; any entry upon 12th Avenue Northeast or any of the City's other property or right of way by the Landowner or any of the Landowner's agents, representatives, employees, consultants, contractors, subcontractors, subconsultants, suppliers, licensees, or invitees; or any other act or omission of the Landowner or any of the Landowner's agents, representatives, employees, consultants, contractors, subcontractors, subconsultants, suppliers, licensees, or invitees.

8. Insurance. The Landowner will ensure that all of the Landowner's consultants, contractors, subcontractors, and material suppliers purchase and maintain insurance during removal of the Median in accordance with the City's right-of-way excavation permit requirements. The Landowner's duties to release, defend, indemnify, and hold harmless the City and the City's officers, agents, representatives, employees, and contractors, include anything in excess of the minimum insurance requirements described in this Agreement and anything not otherwise covered or insured. Further, a contractor's failure to properly secure all insurance coverage required under this Agreement will not limit the Landowner's obligations to fully release, defend, indemnify, and hold harmless the City and the City's officers, agents, representatives, employees, and contractors.

9. Remedies. The City's remedies under this Agreement are cumulative and not exclusive and are in addition to any and all other remedies available to the City under North Dakota law.

10. Forbearance. The failure or delay of the City to insist on the timely performance of any of the terms of this Agreement, or the waiver of any particular breach of any of the terms of this Agreement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

11. Governing Law. This Agreement will be construed and enforced in accordance with North Dakota law. The Parties agree any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the Parties waive any objection to venue or personal jurisdiction.

12. Severability. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable; the Parties will reconvene negotiations to arrive, in good faith, at an agreement as to matters remaining undetermined as a result of any finding by a court of competent jurisdiction that any provision or part of this Agreement is invalid, illegal, or unenforceable.

13. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the matters described in this Agreement, and this Agreement supersedes all other previous oral or written agreements between the Parties.

14. Assignment. Neither Party will transfer or assign this Agreement, nor any of the Parties' rights or obligations under this Agreement, without the express written consent of the other Party.

15. Binding Effect. The covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the Parties' successors, assigns, heirs, executors, administrators, and legal representatives.

16. Interpretation. This Agreement will be construed as if prepared by both Parties.
17. Modifications. Any modifications or amendments of this Agreement must be in writing and signed by the City and the Landowner.

(Remainder of page intentionally left blank.)

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

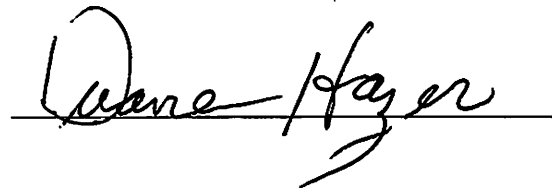
CITY OF WEST FARGO

Bernie Dardis, President of the Board of
City Commissioners

ATTEST:

Dustin T. Scott, City Auditor

DUANE HAZER

A handwritten signature in black ink, reading "Duane Hazer", is written over a horizontal line. The signature is cursive and stylized, with the first name "Duane" and the last name "Hazer" clearly legible.

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Lisa Sankey
2. PHONE NUMBER: 515-5370 DATE: September 15, 2025
3. AGENDA TITLE:
A25-17 Sheyenne 2nd and Southdale Addition, request for approval of second reading of rezone ordinance from R-2: Limited Multiple Dwellings to P: Public Facilities.
4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
Applicant is requesting approval of second reading of the rezone ordinance. At their August 12, 2025 meeting, the West Fargo Planning and Zoning Commission voted to recommend approval of the proposed rezoning on the basis it is consistent with City plans and ordinances. The West Fargo City Commission approved the first reading of rezone ordinance on September 8, 2025.
5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
117 6th Ave W & Playground along the south side of 7th Ave W (Block 35 Sheyenne 2nd Addition and Lot 1, Block 9 Southdale Addition), City of West Fargo, North Dakota
6. ACTION BEING REQUESTED FROM CITY COMMISSION:
Approve of second reading of rezone ordinance.

STAFF REPORT

A25-17 REZONING	
117 6th Ave W & Playground along the south side of 7 th Ave W	
Block 35 Sheyenne 2nd Addition and Lot 1, Block 9 Southdale Addition, City of West Fargo, North Dakota	
Owner/Applicant: West Fargo School District	Staff Contact: Lisa Sankey
Planning & Zoning Commission Public Hearing:	08-12-2025 – approved
City Commission Public Hearing & 1 st Reading:	09-08-2025
2 nd Reading:	09-22-2025

PURPOSE:

Rezone from R-2: Limited Multiple Dwellings to P: Public Facilities

STATEMENTS OF FACT:

Land Use Classification:	G-4A Core-Retrofit Growth Area
Existing Land Use:	Elementary School and Playground
Current Zoning District(s):	R-2: Limited Multiple Dwellings
Zoning Overlay District(s):	n/a
Proposed Zoning District(s):	P: Public Facilities
Total area size:	±5.5 Acres
Adjacent Zoning Districts:	North – R-1: One & Two Family Dwellings; South – R-2: Limited Multiple Dwellings; East – P: Public Utilities; West – R-3: Multiple Dwellings
Adjacent street(s):	1 st Street (Collector Street); Sukut St (Local); 6 th Ave W (Local); 7 th Ave W (Collector)
Adjacent Bike/Pedestrian Facilities:	Sidewalks
Available Parks/Trail Facilities:	Herb Tintes Park to the east
Land Dedication Requirements:	n/a

DISCUSSION AND OBSERVATIONS:

- The applicant submitted an application for rezoning an existing structure and adjacent playground to P: Public Facilities.
- The school and playground, which have been in existence since the early 1950's, are considered permitted uses in the R-2: Limited Multiple Dwelling District.
- The Public Facilities zoning district was adopted in 2000 to create a specific zoning district to promote development, maintenance, use and identification for land and structures for the City, Park and School Districts.
- The applicant is proposing to rezone the properties to allow for additions and remodeling to the existing school, installation of new playground equipment and additional off-street parking.

NOTICES:

STAFF REPORT

Sent to:	Public Hearing Notice Published in the Official Newspaper. Property owners within 150' and applicable agencies and departments
Comments Received:	
A call was received in support of the rezoning.	

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

- The comprehensive plan encourages investing in older neighborhoods closer to the downtown area and an increased mix of uses through the rehabilitation of buildings and infrastructure being a priority.
- The Core - Retrofit Growth Sectors are areas that are mostly developed but still contain underutilized parcels. They were developed in a conventional, auto-oriented suburban pattern. New development, redevelopment, or the reuse of existing land and buildings should be encouraged to better meet the local goal of achieving more walkable and bikeable corridors and a better-connected village core. Additional growth and development within West Fargo is most desirable within these areas due to the presence of existing infrastructure and proximity of services. The plan envisions that most mixed-use development in the next decades will occur in this growth sector.

PLANNING & ZONING COMMISSION ACTION:

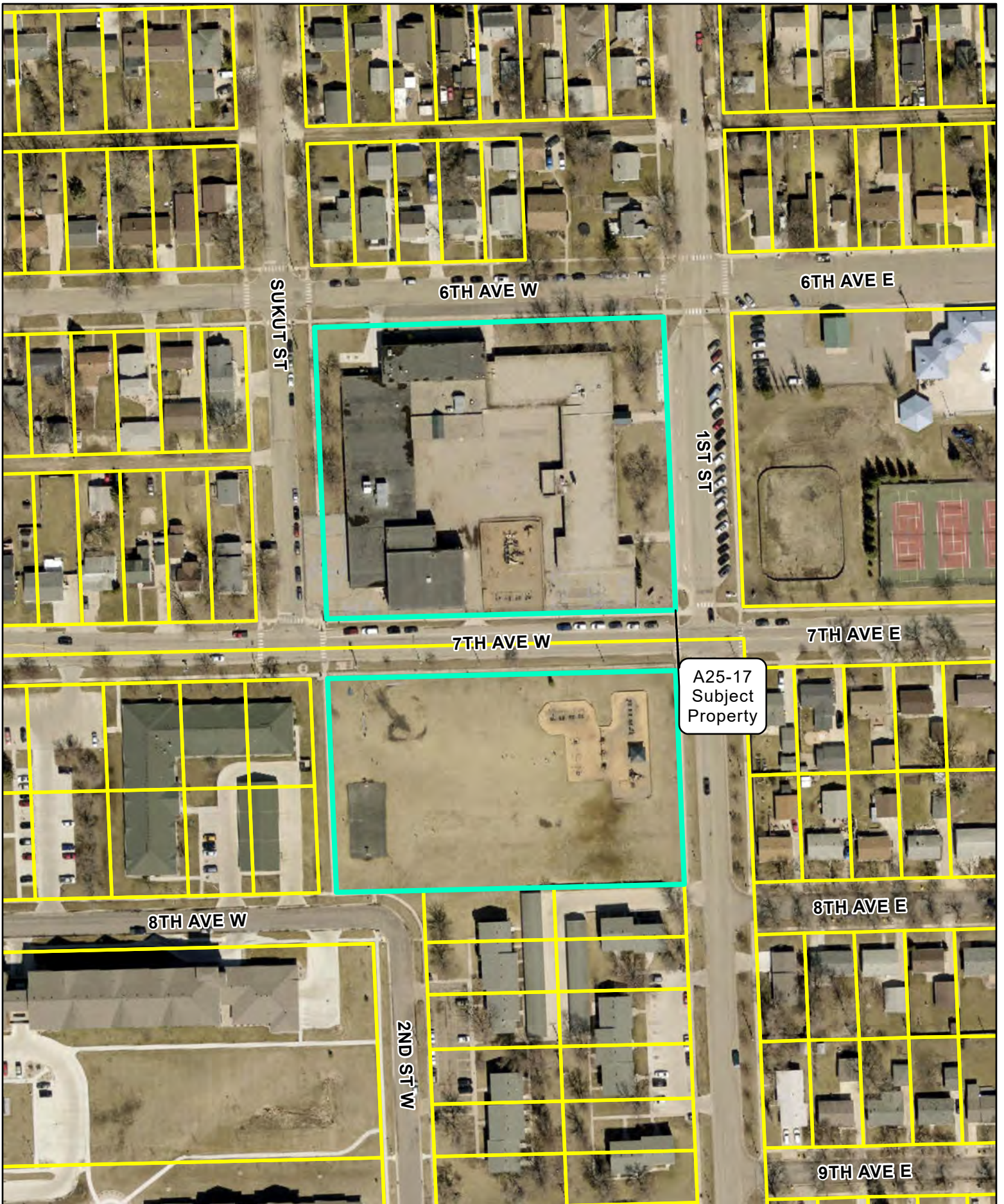
At their August 12, 2025 meeting, the West Fargo Planning and Zoning Commission voted to recommend approval of the proposed rezoning on the basis it is consistent with City Plans and Ordinances.

RECOMMENDATIONS:

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

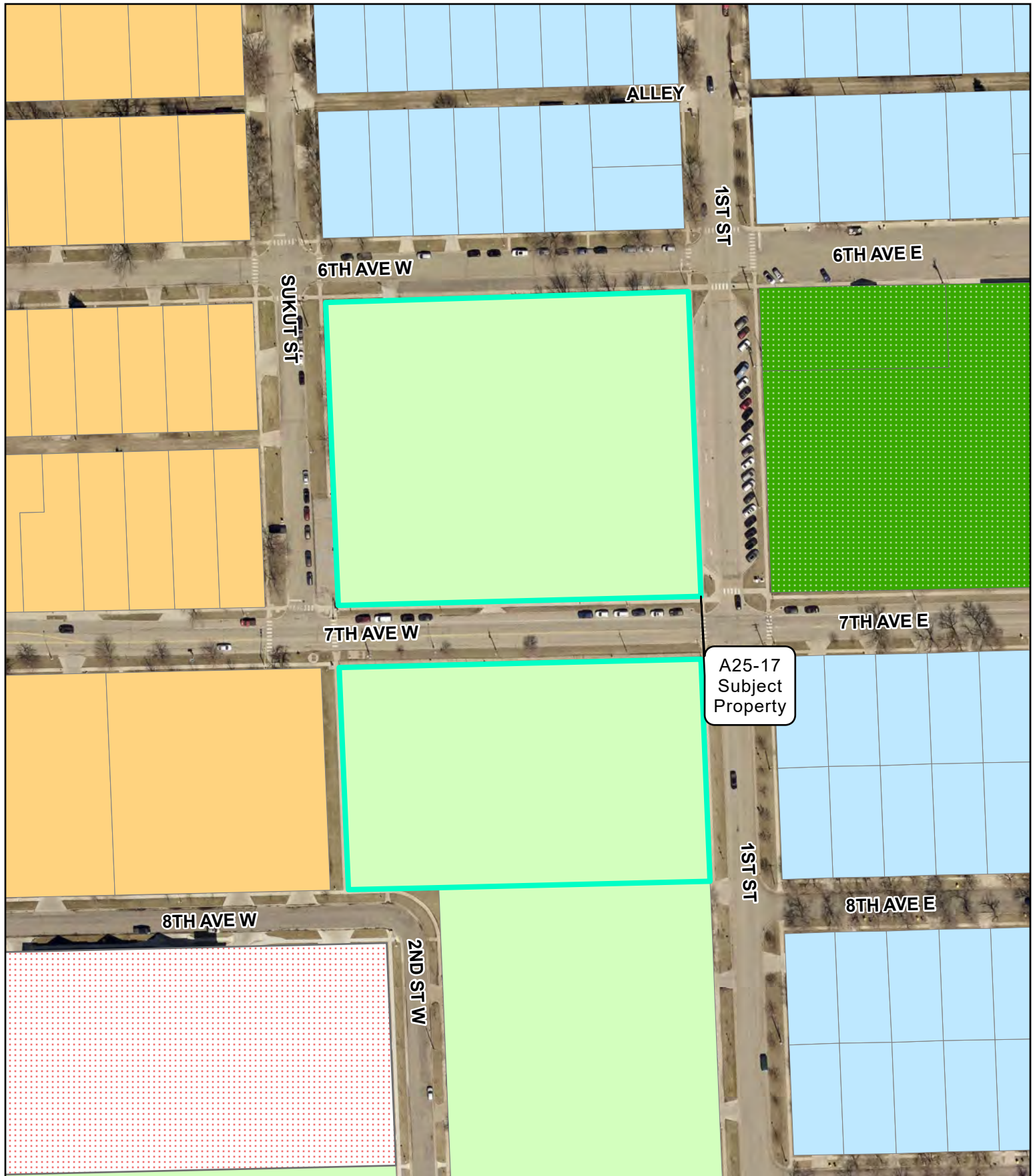
Attachments:

- Aerial Map
- Zoning Map
- Applicant's site plan illustrating proposed improvements
- Zoning Ordinance #1262



Features

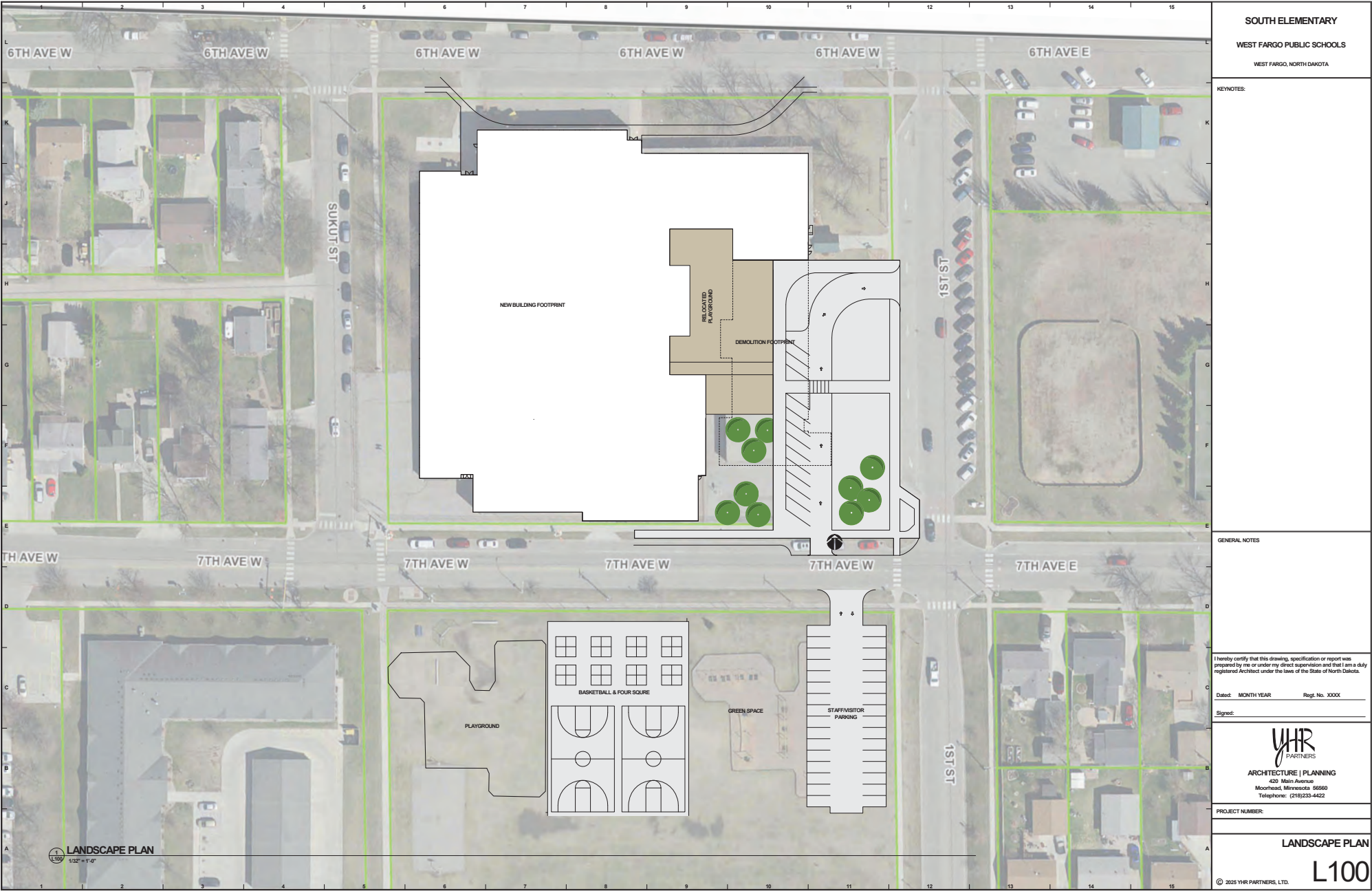
 Agenda Zone  Lots



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





ORDINANCE NO. 1262

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 R-2 (Limited Multiple Dwellings District) to P (Public Facilities District):

Block 35, Sheyenne Second Addition, and Lot 1, Block 9, Southdale Addition,
all in the City of West Fargo, North Dakota.

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

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

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

ATTEST:

City Auditor

Date of First Reading:

Date of Second Reading:

Date of Publication:

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Lisa Sankey
2. PHONE NUMBER: 515-5370 DATE: September 12, 2025
3. AGENDA TITLE:
A25-12 FMD Mapleton Subdivision, Final Plat Approval.
4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
Approve final plat of FMD Mapleton Subdivision, At their June 10, 2025 meeting,
the West Fargo Planning and Zoning Commission voted to recommend approval
of the proposed subdivision on the basis it is consistent with City plans and
ordinances.
5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
Portions of Sections 3,9-11,13-15, 24-25 and 36, T139N, R50W, Cass County,
North Dakota.
6. ACTION BEING REQUESTED FROM CITY COMMISSION:
Approve Final Plat Approve Final Plat of FMD Mapleton Subdivision including
associated subdivision improvement agreement.

STAFF REPORT

A25-12 SUBDIVISION	
FMD-Mapleton Subdivision	
Portions of Sections 3,9-11,13-15, 24-25 and 36, T139N, R50W, Cass County, North Dakota	
Owner: Cass County Joint Water Resource District Applicant: Steve Swanson, AE2S	Staff Contact: Lisa Sankey
Planning & Zoning Commission Public Hearing:	06-10-2025 – Approved
City Commission Final Plat Approval:	09-22-2025

PURPOSE:

Subdivide unplatted parcels for a public flood protection project.

STATEMENTS OF FACT:

Land Use Classification:	C-1 Deferred Development Sector; G-1 Sub-Urban – Restricted Growth Sector (ETJ); G-4B -Future Mixed Use Growth Sector
Existing Land Use:	Vacant
Current Zoning District(s):	A: Agricultural; R-1E: Rural Estate & LI: Light Industrial
Zoning Overlay District(s):	CO-1: Interstate Corridor Overlay District
Proposed Zoning District(s):	Unchanged
Proposed Lot size(s) or range:	.71 to 264.81 acres
Total area size:	1688.46 acres
Adjacent Zoning Districts:	A: Agricultural
Adjacent street(s):	US Highway 10, Interstate 94, 32 nd Ave W, 40 th Ave W, 52 nd Ave W and various ¼ section township roads
Adjacent Bike/Pedestrian Facilities:	None
Available Parks/Trail Facilities:	None
Land Dedication Requirements:	Public Flood Protection Project – No Public Land Dedication Required.

DISCUSSION AND OBSERVATIONS:

- The applicant is subdividing undeveloped parcels of property acquired as part of the FM Area Diversion Project (the “Diversion”) to further define property that will be permanently used for the Diversion.
- The majority of the proposed subdivision is located within the City’s exclusive extraterritorial jurisdiction. The remainder of the subdivision is located within Cass County’s subdivision jurisdiction. As such, the proposed subdivision requires final approval from both the City and the County.
- The primary purpose of this subdivision is to create formal property boundaries for the Diversion right of way and simplify legal descriptions.
- Once the Diversion is complete, the applicant intends to replat the subject property in order to vacate & dedicate road rights-of-way and easements as necessary, as well as to make any adjustments to the project boundaries that may be needed.

STAFF REPORT

- It is anticipated that the applicant would apply to rezone the subject property to P (Public Facilities), once the final project boundaries are established after completion of the Diversion.
- Because the FM Area Diversion is a public flood protection project, there will be no public land dedication required.
- The FM Area Diversion currently includes public access along the entire 30-mile diversion channel that will support recreational uses, including a gravel maintenance road/trail on both sides of the channel, as well as graded secondary trails on the excavated material berms. There will also be several parking areas and access points constructed as well as bicycle lanes constructed on several bridges that cross the diversion channel. These features may provide opportunities for future expansion of park and recreation facilities outside of the diversion channel.
- Due to the unique nature of the proposed plat, the requested subdivision includes a subdivision variance to allow deviation from some of the City's typical subdivision standards. This includes:
 - Existing floodplains will not be shown on the plat, due to the nature and flood risk reduction purpose of the Diversion.
 - Additional right-of-way will not be dedicated for section line roads, as right-of-way dedication and vacation will take place at the time of replat after completion of the Diversion.
 - Exemption from public dedication requirements.

NOTICES:

Sent to:	Public Notice in Official Newspaper and applicable agencies and departments
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Comments Received:

- No comments received to-date.

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

- The proposed application is consistent with the City plans and ordinances as it is clearing up legal descriptions and defining right-of-way in preparation of completion of the FM Area Diversion project and allowing potential for future development as outlined in West Fargo 2.0. The FM Area Diversion project is documented within the West Fargo 2.0 Comprehensive Plan and serves as a delineation between the C-1 Deferred Development Sector and the G-1 Sub-Urban – Restricted Growth Sector of the City's extraterritorial jurisdiction.
- C-1 Deferred Development Sector - The area where development is deferred includes spaces west of the proposed FM Area Diversion Project, as well as land located in the northern section of the extraterritorial areas. At the time of the comprehensive plan update, plans and specifications for the FM Area Diversion Project were under development and completion of the diversion was not anticipated until the year 2024, at the earliest. It has not been determined what effects the project will have upon properties along the diversion. Therefore, it is recommended that planning and development not take place in these areas until the diversion is operational and revised floodplain maps have been made available. Other areas within this sector might be best kept in reserve until infrastructure can efficiently be provided or innovative conservation methods can be employed to avoid costly upgrades in the future.
- The G-1 Sub-Urban - Restricted Growth Sector includes areas between the current and proposed diversion that may have new development potential with construction of the FM Diversion. The G-1 area identifies significant tracts of land that are currently rural, but where directed and well-

STAFF REPORT

planned new development could occur around the identified potential Future Mixed-Use and Employment Centers.

- The G-4B Future Mixed-Use Growth Center Sector is assigned to areas outside of the current Sheyenne Diversion that may support substantial mixed-used development due to proximity to existing or planned regional thoroughfares or transit. Future development should occur as complete communities in the form of activity centers. These sectors are primarily intended for development once the FM Area Diversion Project is built.

PLANNING AND ZONING COMMISSION ACTION

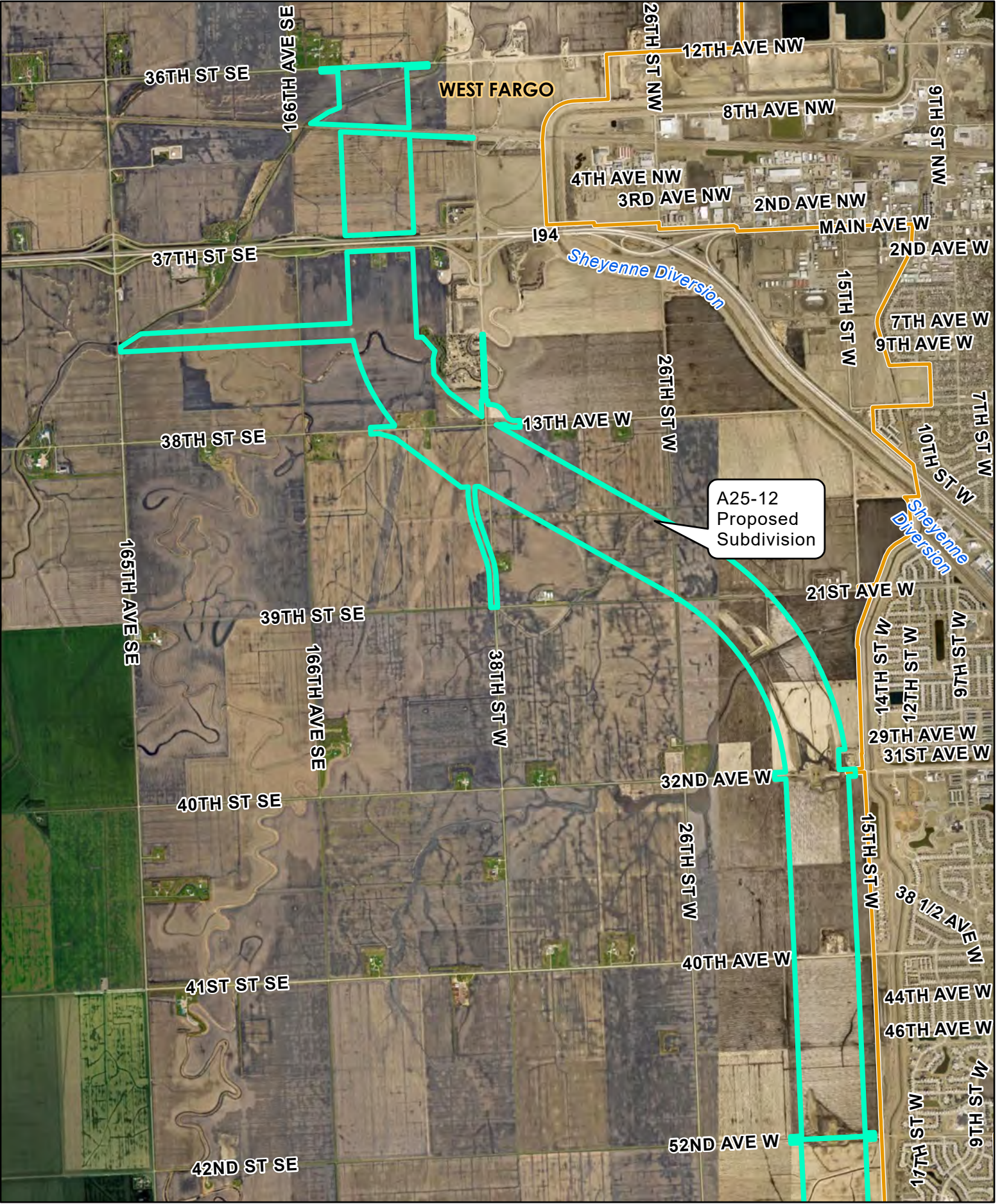
At their June 10, 2025 meeting, the West Fargo Planning and Zoning Commission voted to approve the subdivision.

RECOMMENDATION:

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

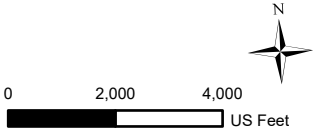
Attachments:

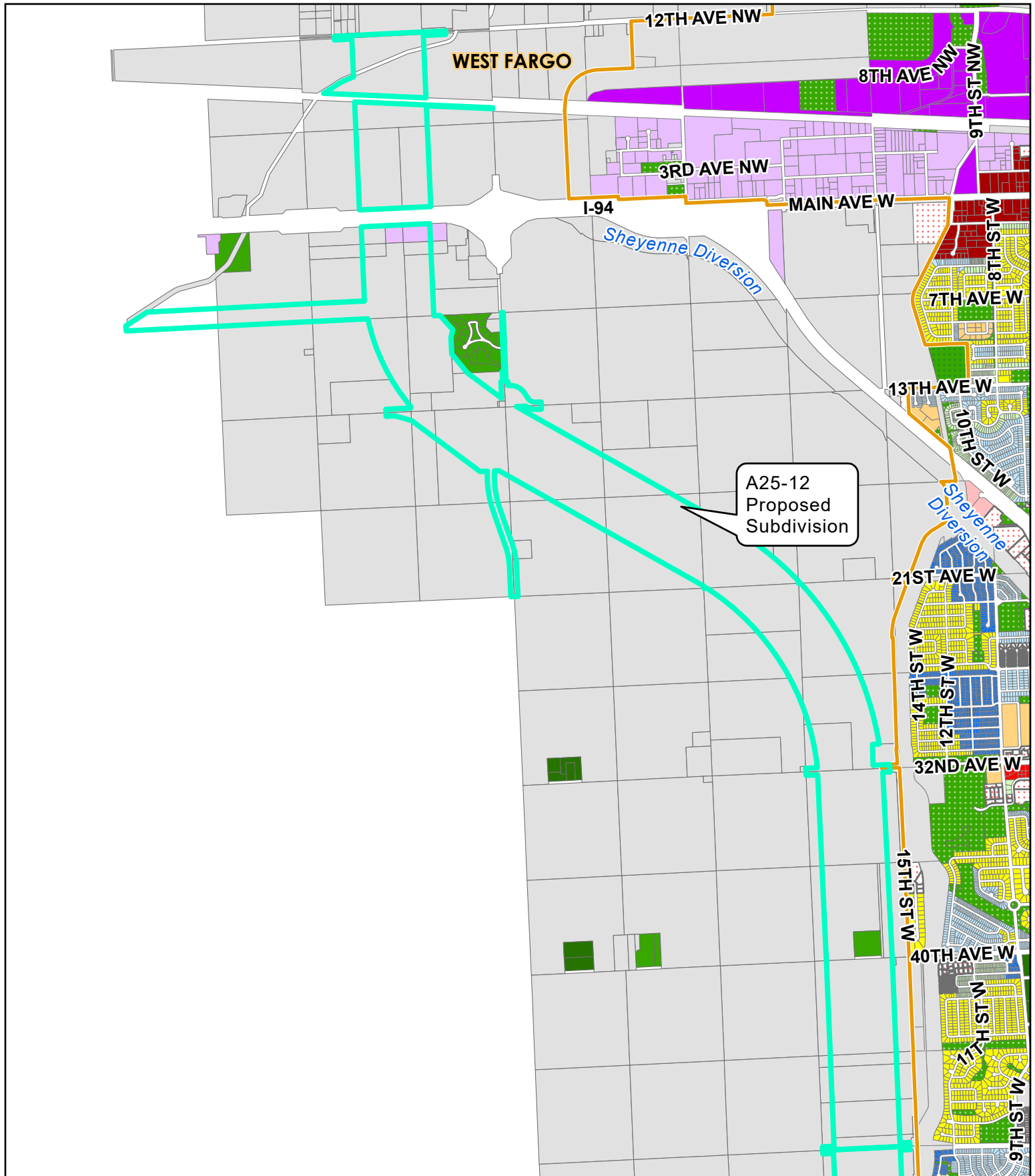
- Aerial map
- Zoning map
- Final Plat
- Project Narrative
- Subdivision Improvement Agreement



Features

 Agenda Zone  City Limits





West Fargo Zoning

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

- P: Public
- PUD: Planned Unit Development
- R-L1A: Large Lot Single Family Dwelling
- R-1A: Single Family Dwelling
- R-1: One and Two Family Dwelling
- R-1SM: Mixed One and Two Family Dwelling
- R-2: Limited Multiple Dwelling
- R-3: Multiple Dwelling
- R-4: Mobile Home

- R-5: Manufactured Home Subdivision
- R-1E: Rural Estate
- R-R: Rural Residential
- ET Zone Parcels
- A: Agricultural
- C: Light Commercial
- C-OP: Commercial Office Park
- HC: Heavy Commercial
- LI: Light Industrial

- M: Heavy Industrial
- P: Public
- PUD: Planned Unit Development
- R-1: One and Two Family Dwelling
- R-1A: Single Family Dwelling
- R-1B: Special Single Family Dwelling
- R-1E: Rural Estate
- R-1S: Special One and Two Family Dwelling
- R-1SM: Mixed One and Two Family Dwelling
- R-2: Limited Multiple Dwelling



150 300
US Feet

PLAT of FMD-MAPLETON SUBDIVISION

IN SECTIONS 3, 9-11, 13-15, 24-25 & 36,

ALL OF SCHMITZ & BRENNAN SUB. OF THE NW1/4 OF SEC. 10 & LOT 3, BLOCK1, WILLOW CREEK SECOND SUB. OF SEC. 10 & ALL OF AUDITOR'S LOTS 1, 2, 3 AND 4 OF THE SE1/4 OF SEC. 10 & PART OF AUDITOR'S LOT 1 OF THE SE1/4 OF SEC. 24 & ALL OF McDUGALL FIRST SUB. OF THE SE1/4 OF SECTION 25 & ALL OF AUDITOR'S LOT 1 OF THE SE1/4 OF SEC. 25, T139N, R50W, 5th P.M., WEST FARGO, CASS COUNTY, NORTH DAKOTA

DESCRIPTION OF PLAT BOUNDARIES

BLOCK 1

That part of the North Half (N1/2) of Section 3 in Township 139 North, Range 50 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

Commencing at the Northwest Corner of said Section 3; thence N87°09'37"E on the north line of the Northwest Quarter (NW1/4) of said Section 3 a distance of 962.50 feet to the Point of Beginning; thence continuing N87°09'37"E on the north line of the NW1/4 of said Section 3 a distance of 1690.84 feet to the northeast corner of the NW1/4 of said Section 3; thence N87°07'54"E on the north line of the Northeast Quarter (NE1/4) of said Section 3 a distance of 1428.34 feet; thence S02°52'06"E perpendicular to the north line of the Northeast Quarter (NE1/4) of said Section 3 a distance of 100.00 feet; thence S87°07'54"W parallel with, and 100.00 feet south of, said north line of the NE1/4 of said Section 3 a distance of 626.92 feet; thence S02°31'48"E a distance of 1739.40 feet to the north line of the existing railroad right-of-way; thence N87°34'14"W on the north railroad right-of-way line a distance of 2870.50 feet to the southeasterly line of the Cass County Drain parcel as described in Doc. No. 113110, records of Cass County; thence N87°41'29"E on the southeasterly line of the Cass County Drain a distance of 626.83 feet; thence N87°10'44"E on the southeasterly line of the Cass County Drain a distance of 336.63 feet; thence N02°31'48"W a distance of 1,052.59 feet; thence S87°09'37"W parallel with, and 100.00 feet south of, the north line of the NW1/4 of said Section 3 a distance of 490.28 feet; thence N02°52'23"W perpendicular to the north line of the NW1/4 of said Section 3 a distance of 100.00 feet to the Point of Beginning.

Block 1 contains 88.15 acres.

BLOCK 2

That part of Section 3 in Township 139 North, Range 50 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

Commencing at the Southeast Corner of said Section 3; thence S87°17'15"W on the south line of the Southeast (SE1/4) of said Section 3 a distance of 1,848.08 feet; thence N02°42'45"W perpendicular to the south line of the SE1/4 of said Section 3 a distance of 400.10 feet to the north line of the existing Interstate 94 right-of-way and the Point of Beginning; thence S87°17'15"W on the north Interstate 94 right-of-way line a distance of 800.00 feet to the west line of the Southeast Quarter of said Section 3; thence S87°18'04"W continuing on the north Interstate 94 right-of-way line a distance of 1,200.01 feet; thence N02°31'48"W a distance of 1,028.82 feet to the south line of the existing railroad right-of-way; thence S87°34'14"E on the south railroad right-of-way line a distance of 3,866.29 feet to the east line of the Northwest Quarter (NE1/4) of said Section 3; thence S02°29'34"E on the east line of the NE1/4 of said Section 3 a distance of 25.00 feet; thence N87°34'14"W parallel with, and 25.00 feet south of, the south railroad right-of-way line a distance of 1,858.79 feet; thence S02°31'48"E a distance of 2,822.38 feet to the Point of Beginning.

Block 2 contains 135.92 acres.

BLOCKS 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13

That part of Sections 9, 10, 11, 13, 14, 15, 24, 25, & 36, including All of Schmitz & Brennan Subdivision of the Northwest Quarter of Section 10, Lot 3, Block 1, Willow Creek Second Subdivision of Section 10, All of Auditor's Lots 1, 2 & 3 of the Southeast Quarter of Section 10, Part of Auditor's Lot 1 of the Southeast Quarter of Section 24, All of McDougall First Subdivision of the Southeast Quarter of Section 25, and All of Auditor's Lot 1 of the Southeast Quarter of Section 25 in Township 139 North, Range 50 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

Commencing at the Southwest Corner of the Northwest Quarter (NW1/4) of Section 9; thence N87°03'04"E on the south line of said NW1/4 a distance of 65.13 feet to the Point of Beginning; thence N02°33'50"W parallel with, and 65.00 feet east of, the west line of the NW1/4 of said Section 9 a distance of 138.88 feet to the south line of Lot 4, Block 1, Leo's Subdivision; thence N56°35'51"E on said south line a distance of 712.50 feet; thence N87°03'04"E parallel with, and 500.00 feet north of, the south line of the NW1/4 of said Section 9 a distance of 4,807.82 feet to the west line of the NW1/4 of said Section 10; thence N87°17'46"E parallel with, and 500.00 feet north of, the south line of the NW1/4 of said Section 10 a distance of 1,478.08 feet; thence N02°27'45"W parallel with, and 1,169.20 feet west of, the east line of the NW1/4 of said Section 10 a distance of 2,075.37 feet to the south line of the existing Interstate 94 right-of-way; thence N87°18'04"E on the south Interstate 94 right-of-way line and the north line of Schmitz & Brennan Subdivision a distance of 1,169.21 feet to the east line of the NW1/4 of said Section 10; thence N87°17'15"E continuing on the south Interstate 94 right-of-way line a distance of 750.01 feet; thence S02°27'45"E parallel with, and 750.00 feet east of, the west line of the NE1/4 of said Section 10 and on the west line of BPF First Subdivision a distance of 2,575.39 feet to the Southwest Corner of said BPF First Subdivision and the north line of the SE1/4 of said Section 10 a distance of 177.07 feet to the Northwest Corner of Willow Creek Second Subdivision; thence S41°35'38"E on the west line of said Willow Creek Second Subdivision a distance of 541.54 feet; thence S15°00'10"W continuing on the west line of said Willow Creek Second Subdivision a distance of 224.98 feet; thence S03°12'33"E continuing on the west line of said Willow Creek Second Subdivision a distance of 459.78 feet to the Northwest Corner of Lot 3, Block 1, Willow Creek Second Subdivision; thence S39°30'10"E on the east line of said Lot 3, Block 1, Willow Creek Second Subdivision a distance of 688.79 feet to the Southeast Corner of said Lot 3, Block 1, Willow Creek Second Subdivision; thence S53°28'39"E a distance of 1,189.09 feet; thence N02°24'34"W parallel with, and 100.00 feet west of, the east line of the SE1/4 of said Section 10 a distance of 484.29 feet; thence N87°35'26"E a distance of 50.00 feet; thence N02°24'34"W parallel with, and 50.00 feet west of, the east line of the SE1/4 of said Section 10 a distance of 283.04 feet to the south line of Lot 1, Block 1, Willow Creek Second Subdivision; thence N87°17'26"E on said south line a distance of 50.00 feet to the west line of the Southwest Quarter (SW1/4) of Section 11; thence N02°24'34"W on the west line of the SW1/4 of said Section 11 a distance of 1,645.33 feet to the Northwest Corner of the SW1/4 of said Section 11; thence N87°12'45"E on the north line of the SW1/4 of said Section 11 a distance of 50.00 feet; thence S02°24'34"E parallel with, and 50.00 feet east of, the west line of the SW1/4 of said Section 11 a distance of 1,193.96 feet; thence N87°35'26"E perpendicular to the west line of the SW1/4 of said Section 11 a distance of 50.00 feet; thence S02°24'34"E parallel with the west line of the SW1/4 of said Section 11 a distance of 117.58 feet; thence N87°35'26"E perpendicular to the west line of the SW1/4 of said Section 11 a distance of 55.32 feet; thence S02°48'46"E on the arc of a curve, concave to the southwest, having a radius of 450.00 feet, a central angle of 58°30'37", and long chord length of 442.40 feet bearing S62°59'01"E; thence S33°17'27"E a distance of 160.84 feet; thence S28°21'41"E on the arc of a curve, concave to the northeast, having a radius of 250.00 feet, a central angle of 59°10'39", and long chord length of 246.88 feet bearing S63°36'46"E; thence N87°17'55"E parallel with, and 100.00 feet north of, the south line of the SW1/4 of said Section 11 a distance of 150.13 feet; thence S02°42'24"E a distance of 200.00 feet; thence S87°17'55"W parallel with, and 100.00 feet south of, the north line of the NW1/4 of said Section 14 a distance of 150.15 feet; thence S02°48'46"E on the arc of a curve, concave to the northeast, having a radius of 450.00 feet, a central angle of 38°56'33", and long chord length of 300.00 feet bearing N73°13'49"W to the north line of the NW1/4 of said Section 14; thence S87°17'55"W on the north line of the NW1/4 of said Section 14 a distance of 261.73 feet; thence S67°31'11"E a distance of 6,142.14 feet; thence S28°59'59"E on the arc of a curve, concave to the southwest, having a radius of 8,600.00 feet, a central angle of 17°05'10", and long chord length of 2,555.10 feet bearing S52°04'36"E to the east line of the SW1/4 of said Section 13; thence S02°36'39"E on the east line of the SW1/4 of said Section 13 a distance of 63.37 feet to the southeast corner of the SW1/4 of said Section 13; thence N87°00'20"E on the north line of the NE1/4 of said Section 24 a distance of 54.10 feet; thence S080.80 feet on the arc of a curve, concave to the southwest, having a radius of 8,600.00 feet, a central angle of 33°50'59", a long chord length of 5,007.24 feet bearing S26°03'19"E to the north line of Auditor's Lot 1 of the SE1/4 of said Section 24; thence S87°30'13"W on the north line of Auditor's Lot 1 a distance of 188.33 feet to the Northwest Corner of said Auditor's Lot 1; thence S01°50'34"E on the west line of said Auditor's Lot 1 a distance of 985.03 feet; thence N87°30'13"E parallel with, and 100.00 feet north of, the south line of the SE1/4 of said Section 24 a distance of 487.74 feet; thence S02°29'47"E a distance of 100.00 feet to the south line of said SE1/4; thence S02°29'47"E a distance of 115.01 feet; thence S89°50'53"W a distance of 205.14 feet; thence S02°54'01"E parallel with, and 475.00 feet west of the east line of the NE1/4 of said Section 25 a distance of 5,192.35 feet to the north line of the NE1/4 of said Section 36; thence S02°23'19"E parallel with, and 475.00 feet west of, the east line of the NE1/4 of said Section 36 a distance of 2,643.55 feet to the north line of the SE1/4 of said Section 36; thence S02°27'16"E parallel with, and 475.00 feet west of the east line of the SE1/4 of said Section 36 a distance of 2,643.55 feet; thence N87°11'15"E parallel with, and 100.00 feet north of, the south line of the SE1/4 of said Section 36 a distance of 268.81 feet; thence S02°48'46"E a distance of 100.00 feet to the south line of the SE1/4 of said Section 36; thence S87°11'15"W on said south line a distance of 2,442.45 feet to the southwest corner of the SE1/4 of said Section 36; thence N02°23'01"W on the west line of the SE1/4 of said Section 36 a distance of 100.00 feet; thence N87°11'15"E a distance of 355.01 feet; thence N02°23'01"W parallel with, and 355.00 feet east of, the west line of the East Half (E1/2) of said Section 36 a distance of 5,190.94 feet to the south line of the SE1/4 of said Section 25; thence N02°40'35"W parallel with, and 325.00 feet east of, the west line of the East Half (E1/2) of said Section 25 a distance of 5,205.22 feet; thence S87°30'13"W parallel with, and 100.00 feet south of, the north line of the NE1/4 of said Section 25 a distance of 325.00 feet to the west line of the NE1/4 of said Section 25; thence N02°40'35"W on the west line of the NE1/4 of said Section 25 a distance of 100.00 feet to the northwest corner of the NE1/4 of said Section 25; thence N02°43'10"W on the west line of the SE1/4 of said Section 24 a distance of 100.00 feet; thence N87°30'13"E parallel with, and 100.00 feet north of, the south line of said Section 24 a distance of 325.75 feet; thence S02°48'46"E on the arc of a curve, concave to the southwest, having a radius of 8,600.00 feet, a central angle of 51°24'51", a long chord length of 5,899.27 feet bearing N31°38'52"W to the north line of NW1/4 of said Section 24; thence S87°00'20"W on the north line of NW1/4 of said Section 24 a distance of 79.11 feet to the northwest corner of the NW1/4 of said Section 24; thence N02°40'13"W on the east line of SE1/4 of said Section 14 a distance of 63.00 feet; thence N80°37'11"W a distance of 6,575.41 feet; thence S87°19'32"W parallel with the south line of the NE1/4 of said Section 15 a distance of 121.43 feet; thence S02°48'46"E on the arc of a curve, concave to the east, having a radius of 2,700.00 feet, a central angle of 22°24'47", a long chord length of 1,058.67 feet bearing S07°58'26"E; thence S19°16'47"E a distance of 1,067.32 feet; thence S02°48'46"E on the arc of a curve, concave to the west, having a radius of 2,700.00 feet, a central angle of 16°33'38", a long chord length of 604.86 feet bearing S10°59'59"E; thence S02°43'10"E parallel with, and 100.00 feet east of, the west line of said Section 14 a distance of 863.17 feet to the south line of said Section 14; thence S87°25'35"W on the south line of said Section 14 a distance of 100.00 feet to the southwest corner of said Section 14; thence S87°28'24"W on the south line of said Section 15 a distance of 100.00 feet; thence N02°43'10"W parallel with, and 100.00 feet west of, the east line of said Section 15 a distance of 862.49 feet; thence S45.17 feet on the arc of a curve, concave to the west, having a radius of 1,900.00 feet, a central angle of 18°33'39", a long chord length of 547.26 feet bearing N10°59'59"W; thence N19°16'47"W a distance of 1,067.32 feet; thence S02°48'46"E on the arc of a curve, concave to the east, having a radius of 2,900.00 feet, a central angle of 22°11'47", a long chord length of 1,116.45 feet bearing N08°10'54"W; thence S87°19'32"W parallel with the south line of the NE1/4 of said Section 15 a distance of 202.54 feet; thence N02°43'10"W a distance of 2,365.72 feet to the west line of the NE1/4 of said Section 15; thence N19°16'47"W a distance of 473.21 feet; thence S87°19'32"W parallel with, and 100.00 feet south of, the north line of the NW1/4 of said Section 15 a distance of 250.00 feet; thence N02°43'30"W a distance of 100.00 feet to the north line of the NW1/4 of said Section 15; thence N02°27'45"W a distance of 100.00 feet; thence N87°16'30"E parallel with, and 100.00 feet north of, the south line of the NW1/4 of said Section 10 a distance of 700.01 feet to the west line of Auditor's Lot 3 of the SE1/4 of said Section 10; thence N02°27'45"W on the west line of said Auditor's Lot 3 a distance of 42.26 feet; thence S27°58'06"E on the arc of a curve, concave to the northeast, having a radius of 5,600.00 feet, a central angle of 28°13'37", a long chord length of 2,730.85 feet bearing N08°03'03"W to the north line of the SW1/4 of said Section 10; thence S87°17'46"W on the north line of the SW1/4 of said Section 10 a distance of 1,554.04 feet to the northwest corner of the SW1/4 of said Section 10; thence S87°03'04"W on the south line of the North Half (N1/2) of said Section 9 a distance of 5,219.17 feet to the Point of Beginning.

Blocks 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 contain 1,463.39 acres.

CERTIFICATE OF SURVEYOR

I, Steven E. Swanson, a Professional Land Surveyor in the State of North Dakota, hereby certify that this survey of FMD-Mapleton Subdivision as shown hereon was conducted by me or under my direct supervision and that the exterior boundaries as delineated on the ground by monuments shown hereon; and that, to the best of my knowledge and belief, this plat is a true and correct representation of said survey.

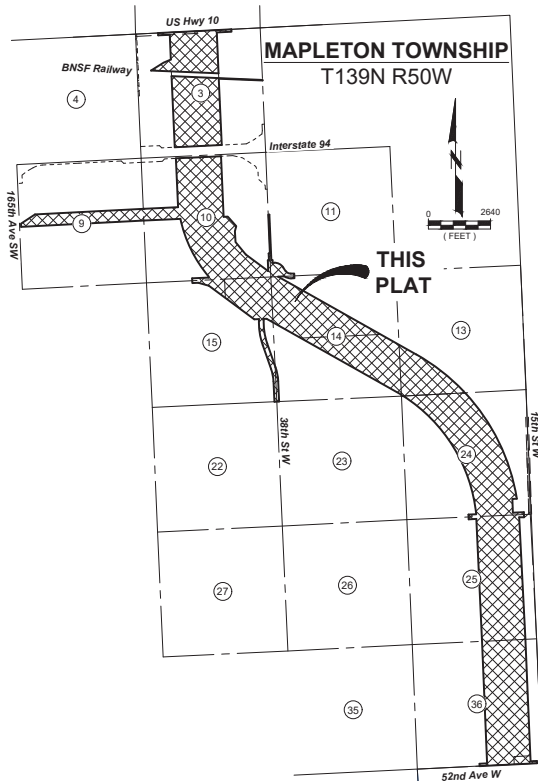
Dated this _____ day of _____, 2025.

Steven E. Swanson, PLS
ND Reg. No. LS-4185

STATE OF NORTH DAKOTA)
COUNTY OF GRAND FORTS)

On this _____ day of _____, 2025, before me personally appeared Steven E. Swanson, Professional Land Surveyor, known to me to be the person described in the within instrument, and who acknowledged to me that he executed the same.

Notary Public:



CERTIFICATE OF CASS COUNTY ENGINEER

Reviewed by the Cass County Engineer this _____ day of _____, 2025.

Kyle Lichty
Cass County Engineer

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

On this _____ day of _____, 2025, before me personally appeared Kyle Lichty, known to me to be the Cass County Engineer that is described in the within instrument, and who acknowledged to me that he executed the same as Cass County Engineer.

Notary Public:

CERTIFICATE OF CASS COUNTY PLANNING COMMISSION

The Cass County Planning Commission has reviewed this plat and hereby approves it.

Dated this _____ day of _____, 2025.

Ken Loughheed
Chairman

Lisa Shasky
Secretary

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

On this _____ day of _____, 2025, before me personally appeared Ken Loughheed, Chairman, and Lisa Shasky, Secretary, known to me to be the persons described in the within instrument, and who acknowledged to me that they executed the same on behalf of the Cass County Planning Commission.

Notary Public:

CERTIFICATE OF CASS COUNTY COMMISSIONERS

The Cass County Board of County Commissioners reviewed this plat at its meeting on the _____ day of _____, 2025, and, having found it to be in the interest of the public health, safety, and welfare, hereby approves it.

Chad Peterson, Chairman
Cass County Board of Commissioners

Attest: Brandy Madriga
Cass County Finance Director

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

On this _____ day of _____, 2025, before me personally appeared Chad Peterson, Chairman, and Brandy Madriga, Cass County Finance Director, known to me to be the persons described in the within instrument, and who acknowledged to me that they executed the same on behalf of the Cass County Board of County Commissioners.

Notary Public:



4179 28th Ave South, Fargo, ND 58104
Ph: 701-284-9111 Web: www.AES.com
WIC/CMC/Center - FID/Division Land Acquisition
Management/Survey Support/Survey Data/Mapping/139N
R50W/Maple Township/AT-Mapleton-Planning
PAGE 1 OF 7

PLAT of FMD-MAPLETON SUBDIVISION

IN SECTIONS 3, 9-11, 13-15, 24-25 & 36,

ALL OF SCHMITZ & BRENNAN SUB. OF THE NW1/4 OF SEC. 10 & LOT 3, BLOCK 1, WILLOW CREEK SECOND SUB. OF SEC. 10 & ALL OF AUDITOR'S LOTS 1, 2, 3 AND 4 OF THE SE1/4 OF SEC. 10 & PART OF AUDITOR'S LOT 1 OF THE SE1/4 OF SEC. 24 & ALL OF McDOUGALL FIRST SUB. OF THE SE1/4 OF SECTION 25 & ALL OF AUDITOR'S LOT 1 OF THE SE1/4 OF SEC. 25, T139N, R50W, 5th P.M., WEST FARGO, CASS COUNTY, NORTH DAKOTA

CERTIFICATE OF MAPLETON TOWNSHIP

Reviewed by Mapleton Township this _____ day of _____, 2025.

John Rutten
Chairman
Altest: Bruce Bollinger
Clerk/Treasurer
STATE OF NORTH DAKOTA)
COUNTY OF CASS) SS

On this _____ day of _____, 2025, before me personally appeared John Rutten, Chairman, and Bruce Bollinger, Clerk/Treasurer, known to me to be the persons described in the within instrument, and who acknowledged to me that they executed the same on behalf of Mapleton Township.

Notary Public: _____

CERTIFICATE OF WEST FARGO PLANNING COMMISSION

The West Fargo Planning Commission has reviewed this plat and hereby approves it.

Dated this _____ day of _____, 2025.

Eric C. Dodds, Chairman
STATE OF NORTH DAKOTA)
COUNTY OF CASS) SS

On this _____ day of _____, 2025, before me personally appeared Eric C. Dodds, Chairman, known to me to be the person described in the within instrument, and who acknowledged to me that he executed the same on behalf of the West Fargo Planning Commission.

Notary Public: _____

CERTIFICATE OF WEST FARGO CITY COMMISSION

The West Fargo City Commission reviewed this plat at its meeting on the _____ day of _____, 2025, and, having found it to be in the interest of the public health, safety, and welfare, hereby approves it.

Bernie L. Dardis, President
Dustin T. Scott, City Auditor
STATE OF NORTH DAKOTA)
COUNTY OF CASS) SS

On this _____ day of _____, 2025, before me personally appeared Bernie L. Dardis, President and Dustin T. Scott, City Auditor, known to me to be the persons described in the within instrument, and who acknowledged to me that they executed the same on behalf of the West Fargo City Commission.

Notary Public: _____

CERTIFICATE OF WEST FARGO CITY ENGINEER

Reviewed by the West Fargo City Engineer this _____ day of _____, 2025.

Jerrold F. Wallace, City Engineer
STATE OF NORTH DAKOTA)
COUNTY OF CASS) SS

On this _____ day of _____, 2025, before me personally appeared Jerrold F. Wallace, City Engineer, known to me to be the person described in the within instrument, and who acknowledged to me that he executed the same as West Fargo City Engineer.

Notary Public: _____

CERTIFICATE OF WEST FARGO CITY ATTORNEY

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 _____, 2025.

Katie J. Schmidt, City Attorney
STATE OF NORTH DAKOTA)
COUNTY OF CASS) SS

On this _____ day of _____, 2025, before me personally appeared Katie J. Schmidt, City Attorney, known to me to be the person described in the within instrument, and who acknowledged to me that he executed the same as City Attorney.

Notary Public: _____

CERTIFICATE OF OWNER

We, Cass County Joint Water Resource District, Cass County, Cass Rural Water District, Daniel Scott Flaten, Steven Loberg, Lisa Loberg, JoAnn Gray and Lonna Danielson, political subdivisions of the State of North Dakota, hereby certify that we are the owners of the lands described above and that: 1) we have caused the same to be platted into lots and blocks as shown hereon and 2) said subdivision shall be known as FMD-Mapleton Subdivision.

Cass County Joint Water Resource District
Owner: All of Blocks 1-3, Lot 1 and 2, Block 4, All of Block 5, Lot 2, Block 6, All of Block 7, Lot 1, Block 8, Lot 2, Block 9, All of Block 10, Lot 1, Block 11, All of Block 12 and 13

Dated this _____ day of _____, 2025.

Ken Loughheed, Chairman
Melissa Hinkemeyer, Secretary-Treasurer
STATE OF _____)
COUNTY OF _____) SS

On this _____ day of _____, 2025, before me personally appeared Ken Loughheed, CCJWRD Chairman, and Melissa Hinkemeyer, CCJWRD Secretary-Treasurer, known to me to be the persons described in the within instrument, and who acknowledged to me that they executed the same on behalf of Cass County Joint Water Resource District.

Notary Public: _____

Cass County

Dated this _____ day of _____, 2025.

Chad Peterson, Chairman
Brandy Madriga
Cass County Board of Commissioners
Cass County Finance Director
STATE OF _____)
COUNTY OF _____) SS

On this _____ day of _____, 2025, before me personally appeared Chad Peterson, Chairman of the Board of County Commissioners, and Brandy Madriga, Cass County Finance Director, known to me to be the persons described in the within instrument, and who acknowledged to me that they executed the same on behalf of Cass County.

Notary Public: _____

Cass Rural Water District Owner, Lot 3, Block 4

Dated this _____ day of _____, 2025.

Jon Zuther, Chairman
Barry Bowman, Secretary-Treasurer
STATE OF _____)
COUNTY OF _____) SS

On this _____ day of _____, 2025, before me personally appeared Jon Zuther, CRWD Chairman, and Barry Bowman, CRWD Secretary-Treasurer, known to me to be the persons described in the within instrument, and who acknowledged to me that they executed the same on behalf of Cass Rural Water Users District.

Notary Public: _____

OWNER, Lot 1, Block 6 - Subject to CCJWRD's ROW Deed, Doc. No. 1697992

Dated this _____ day of _____, 2025.

Daniel Scott Flaten
STATE OF _____)
COUNTY OF _____) SS

On this _____ day of _____, 2025, before me personally appeared Daniel Scott Flaten, known to me to be the person described in the within instrument, and who acknowledged to me that he executed the same.

Notary Public: _____

OWNER, Lot 3, Block 6 - Subject to CCJWRD's ROW Deed - Doc. No. 1686486

Dated this _____ day of _____, 2025.

Steven Loberg
Lisa Loberg
STATE OF _____)
COUNTY OF _____) SS

On this _____ day of _____, 2025, before me personally appeared Steven Loberg and Lisa Loberg, known to me to be the persons described in the within instrument, and who acknowledged to me that they executed the same.

Notary Public: _____

OWNER, Lot 2, Block 8 and Lot 1, Block 9 - Subject to CCJWRD's ROW Deed - Doc. No. 1686485

Dated this _____ day of _____, 2025.

Steven Loberg
STATE OF _____)
COUNTY OF _____) SS

On this _____ day of _____, 2025, before me personally appeared Steven Loberg, known to me to be the person described in the within instrument, and who acknowledged to me that he executed the same.

Notary Public: _____

ESTATE OF NANCY LOBERG - Subject to CCJWRD's ROW Deed - Doc. No. 1693870

OWNER, Lot 2, Block 11

Dated this _____ day of _____, 2025. Dated this _____ day of _____, 2025.

Name: JoAnn Gray
Title: Co-Personal Representative
Name: Lonna Danielson
Title: Co-Personal Representative
STATE OF _____)
COUNTY OF _____) SS

On this _____ day of _____, 2025, before me personally appeared JoAnn Gray known to me to be the person described in the within instrument, and who acknowledged to me that she executed the same as Co-Personal Representative of the Estate of Nancy Loberg.

Notary Public: _____

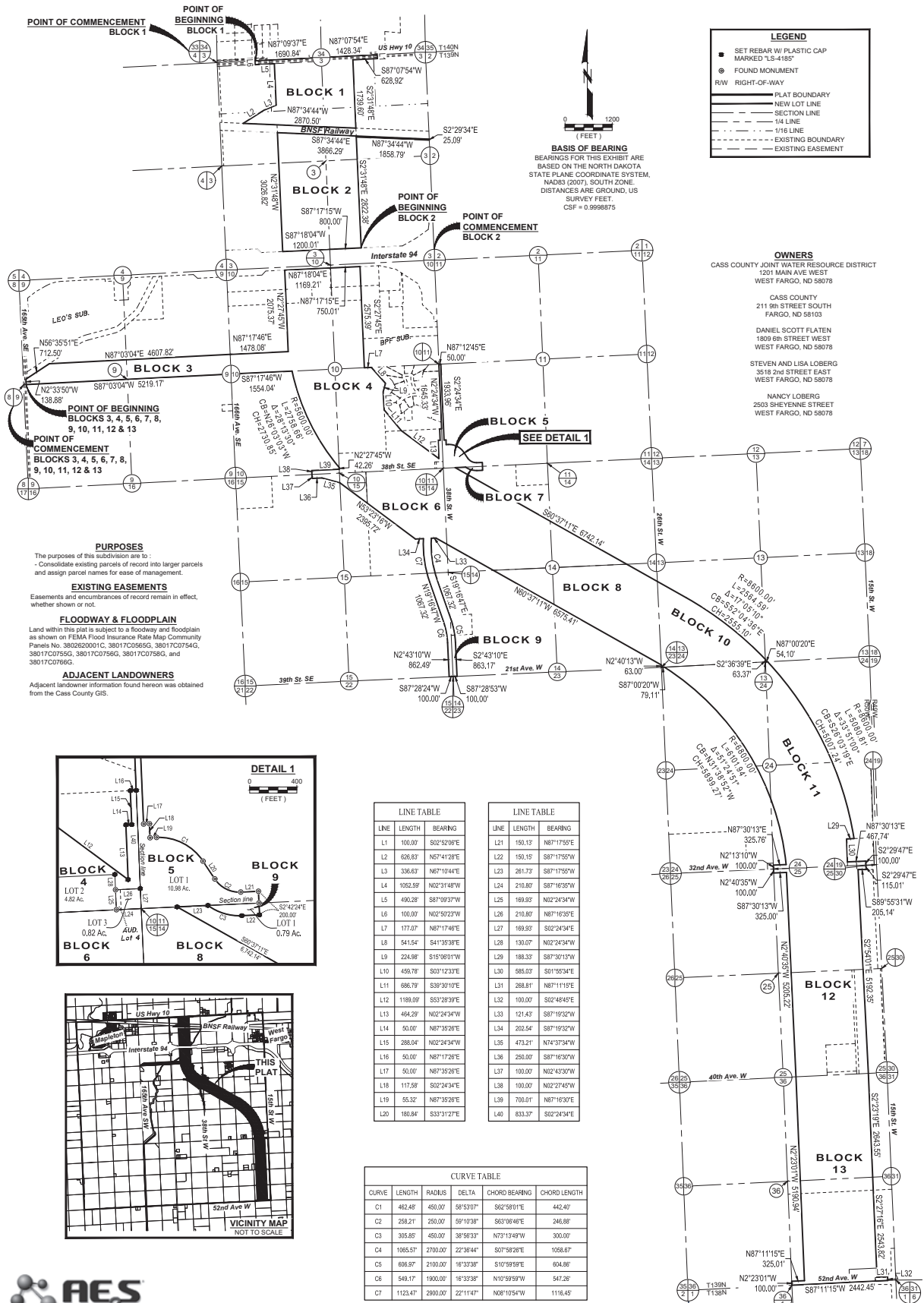
STATE OF _____)
COUNTY OF _____) SS

On this _____ day of _____, 2025, before me personally appeared Lonna Danielson known to me to be the person described in the within instrument, and who acknowledged to me that she executed the same as Co-Personal Representative of the Estate of Nancy Loberg.

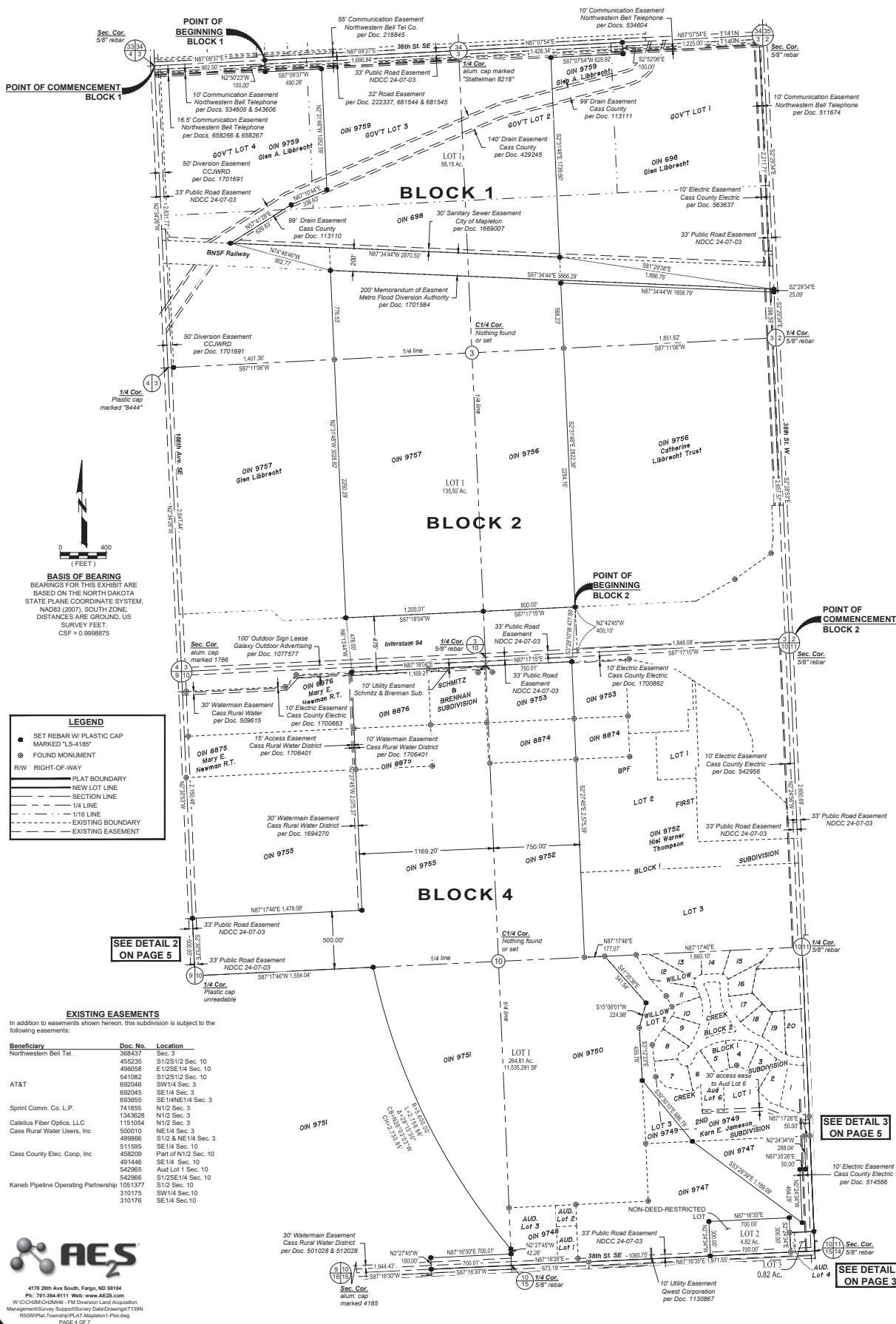
Notary Public: _____

PLAT of FMD-MAPLETON SUBDIVISION

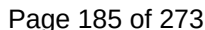
IN SECTIONS 3, 9-11, 13-15, 24-25 & 36,
ALL OF SCHMITZ & BRENNAN SUB. OF THE NW1/4 OF SEC. 10 & LOT 3, BLOCK1, WILLOW CREEK SECOND SUB. OF SEC. 10 &
ALL OF AUDITOR'S LOTS 1, 2, 3 AND 4 OF THE SE1/4 OF SEC. 10 & PART OF AUDITOR'S LOT 1 OF THE SE1/4 OF SEC. 24 &
ALL OF McDUGALL FIRST SUB. OF THE SE1/4 OF SECTION 25 & ALL OF AUDITOR'S LOT 1 OF THE SE1/4 OF SEC. 25,
T139N, R50W, 5th P.M., WEST FARGO, CASS COUNTY, NORTH DAKOTA



**IN SECTIONS 3, 9-11, 13-15, 24-25 & 36,
ALL OF SCHMITZ & BRENNAN SUB. OF THE NW1/4 OF SEC. 10 & LOT 3, BLOCK1, WILLOW CREEK SECOND SUB. OF SEC. 10 &
ALL OF AUDITOR'S LOTS 1, 2, 3 AND 4 OF THE SE1/4 OF SEC. 10 & PART OF AUDITOR'S LOT 1 OF THE SE1/4 OF SEC. 24 &
ALL OF McDOUGALL FIRST SUB. OF THE SE1/4 OF SECTION 25 & ALL OF AUDITOR'S LOT 1 OF THE SE1/4 OF SEC. 25,
T139N, R50W, 5th P.M., WEST FARGO, CASS COUNTY, NORTH DAKOTA**



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LOT 3, BLOCK1, WILLOW CREEK SECOND SUB. OF SEC. 10 &
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PART OF AUDITOR'S LOT 1 OF THE SE1/4 OF SEC. 24 &
ALL OF McDougall First Sub. of the SE1/4 of SECTION 25 &
ALL OF AUDITOR'S LOT 1 OF THE SE1/4 OF SEC. 25,
T139N, R50W, 5th P.M., WEST FARGO, CASS COUNTY, NORTH DAKOTA**



PLAT of FMD-MAPLETON SUBDIVISION

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T139N, R50W, 5th P.M., WEST FARGO, CASS COUNTY, NORTH DAKOTA



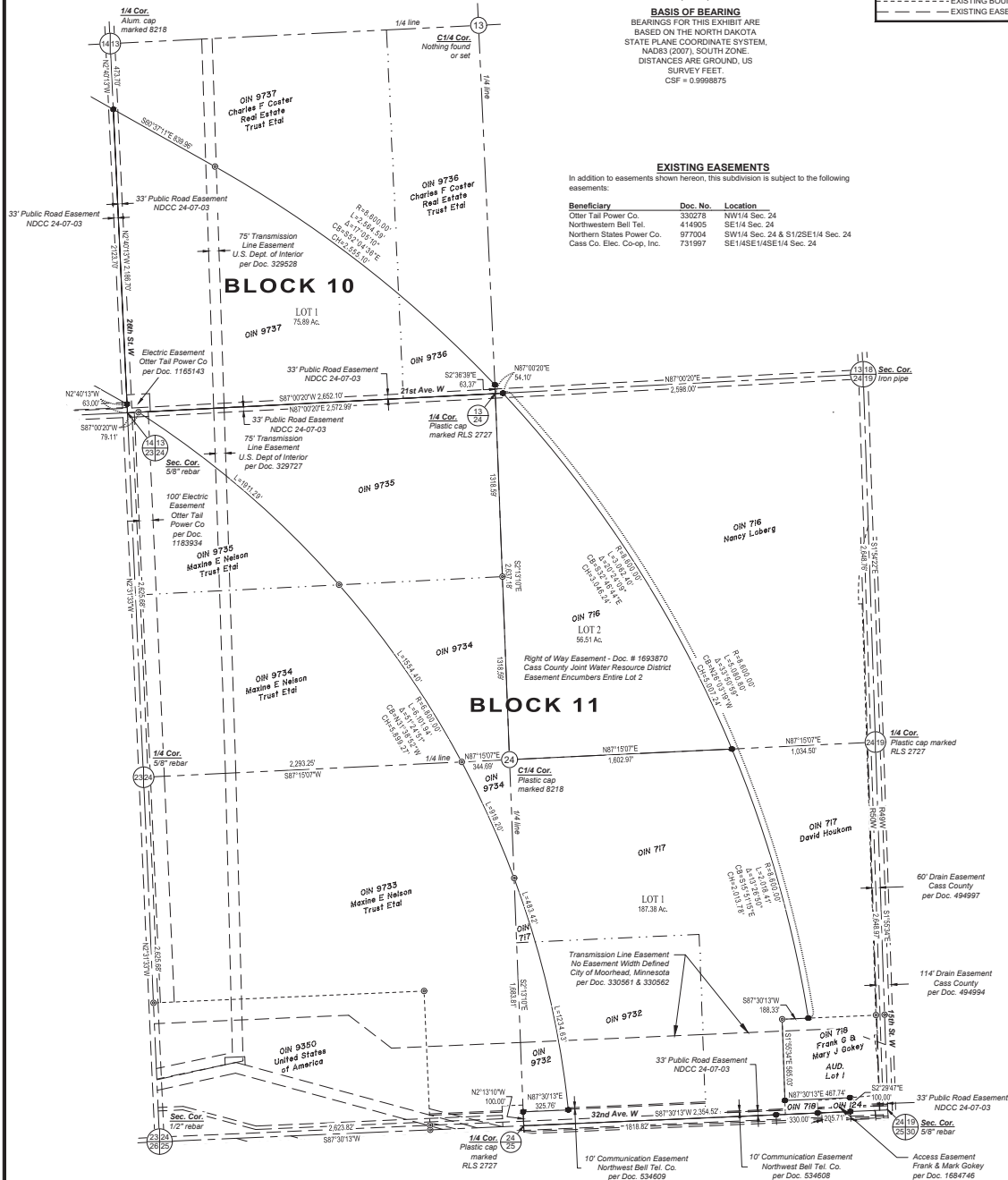
BASIS OF BEARING
BEARINGS FOR THIS EXHIBIT ARE
BASED ON THE NORTH DAKOTA
STATE PLANE COORDINATE SYSTEM,
NAD83 (2007), SOUTH ZONE.
DISTANCES ARE GROUND, US
SURVEY FEET.
CSF = 0.99998975

LEGEND	
●	SET REBAR W/ PLASTIC CAP MARKED "LS-4185"
○	FOUND MONUMENT
R/W	RIGHT-OF-WAY
—	PLAT BOUNDARY
—	NEW LOT LINE
—	SECTION LINE
—	1/4 LINE
—	1/16 LINE
---	EXISTING BOUNDARY
---	EXISTING EASEMENT

EXISTING EASEMENTS

In addition to easements shown hereon, this subdivision is subject to the following easements:

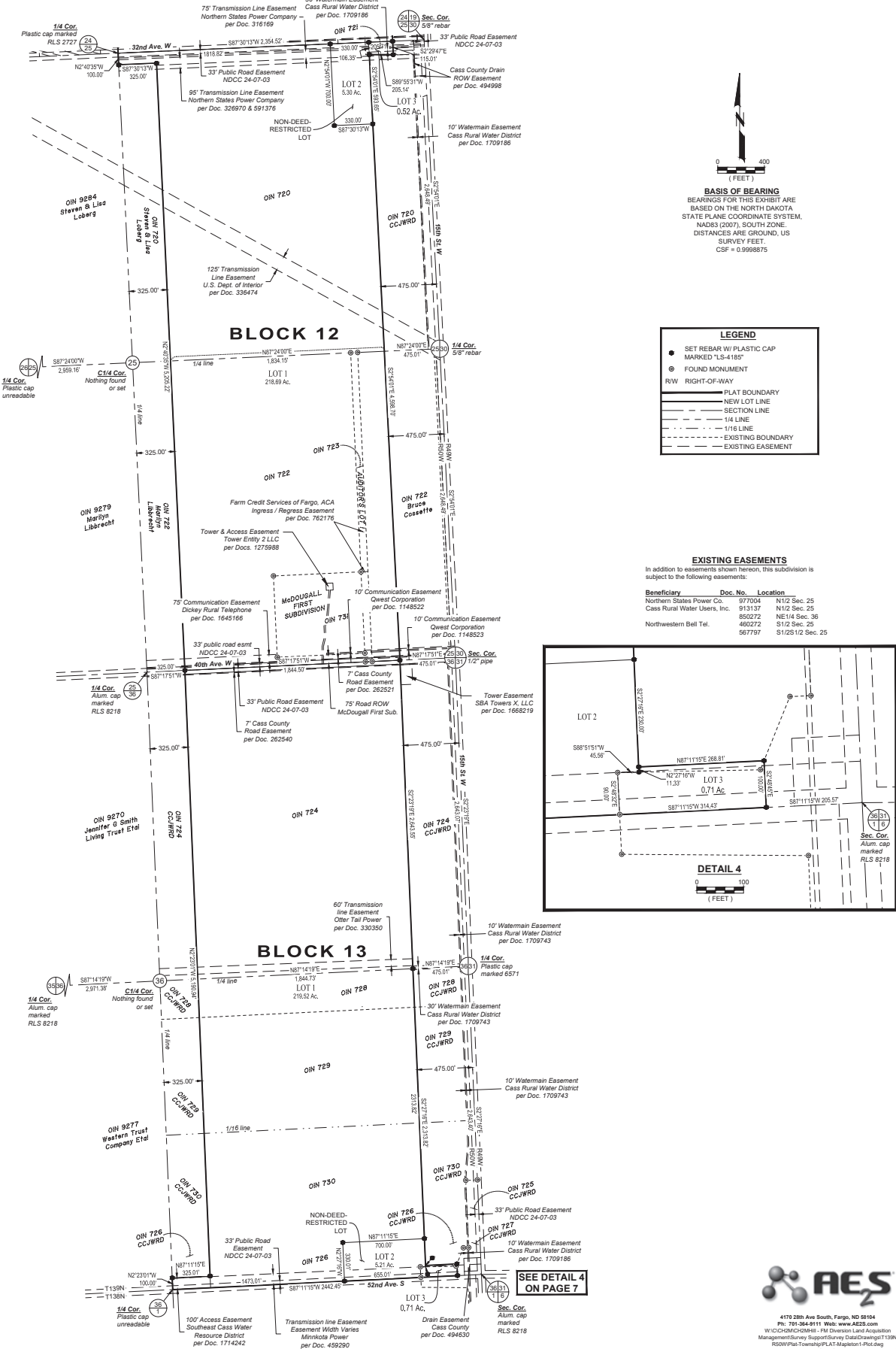
Beneficiary	Doc. No.	Location
Otter Tail Power Co.	330278	NW1/4 Sec. 24
Northwestern Bell Tel.	414905	SE1/4 Sec. 24
Northern States Power Co.	977004	SW1/4 Sec. 24 & S1/2SE1/4 Sec. 24
Cass Co. Elec. Co-op, Inc.	731997	SE1/4SE1/4SE1/4 Sec. 24



4170 28th Ave South, Fargo, ND 58104
Ph: 701.364.9111 Web: www.AES2.com
W:\CH\MCDOUGALL - FM Division Land Acquisition
Management\Survey Support\Survey Data\Drawings\T139N
R50W\FMD-Mapleton\PLAT-Mapleton1-P01.dwg
PAGE 6 OF 7

PLAT of FMD-MAPLETON SUBDIVISION

IN SECTIONS 3, 9-11, 13-15, 24-25 & 36,
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ALL OF McDUGALL FIRST SUB. OF THE SE1/4 OF SECTION 25 & ALL OF AUDITOR'S LOT 1 OF THE SE1/4 OF SEC. 25,
T139N, R50W, 5th P.M., WEST FARGO, CASS COUNTY, NORTH DAKOTA



FMD-Mapleton Resubdivision Plat – Supporting information for Subdivision Application to City of West Fargo, ND

May 1, 2025

FM Area Diversion Platting

The Metro Flood Diversion Authority (MFDA), via the Cass County Joint Water Resource District (CCJWRD) has acquired property for the FM Area Diversion Comprehensive Project. The MFDA, via CCJWRD will plat property that will be permanently used for the Comprehensive Project. This property is called the Comprehensive Project right-of-way (ROW). Reasons for platting the Project ROW include the following:

- creating formal property boundaries for the ROW,
- vacating roads,
- closing section lines,
- dedicating road ROW for newly constructed roads,
- vacating existing easements,
- providing for better planning and zoning decisions by political subdivisions having jurisdiction,
- simplifying legal descriptions, and
- delineating the responsible party for property taxes.

Platting the Diversion Channel

The platting process for the ROW for the Storm Water Diversion Channel and Associated Infrastructure (SWDCAI) is as follows:

- ROW needed for the SWDCAI that is owned by CCJWRD will be platted as Initial Plats.
- The Initial Plats will be prepared for each township in which the SWDCAI will be constructed. The Initial Plats for each township will be designated as follows:
 - o FMD-Wiser Subdivision
 - o FMD-Harwood Subdivision
 - o FMD-Berlin Subdivision
 - o FMD-Raymond Subdivision
 - o FMD-Mapleton Subdivision
 - o FMD-Warren Subdivision
 - o FMD-Stanley Subdivision
- The Initial Plats may not vacate existing roads or close existing section lines.

- o Determination to vacate existing roads or close section lines will be dependent upon the facts and circumstances of each Initial Plat in coordination with the P3 developer and the MFDA staff.
- In advance of construction, upon requests from the MFDA and CCJWRD, Cass County will take ownership and control of roads via a jurisdictional transfer and will close those roads for construction.
- At a future date, following substantial completion of SWDCAI, and as determined appropriate by the MFDA, replats will be prepared for each township as necessary to vacate roads, close section lines, and re-dedicate any necessary ROW for the newly constructed roadways. Re-zoning of the platted area, if applicable, will also be accomplished at a future date consistent with the replats.
- Replats and any subsequent plats within a township will be named consecutively following the same naming convention as the Initial Plats:
 - o e.g., FMD-Mapleton 2nd Subdivision, FMD-Mapleton 3rd Subdivision, etc.
- Preliminary plats of the Initial Plats, Initial Replats, and any subsequent plats will be prepared and routed for review by MFDA representatives before submission to Cass County or West Fargo for the official plat application process.

Additional Comments

Recreation – The FM Area Diversion currently includes public access along features of the entire 30-mile diversion channel that will support recreational uses. These include a gravel maintenance road/trail on both sides of the channel as well as graded secondary trails on the excavated material berms for the entire 30-miles. Also, there will be several parking areas and access points constructed. Bicycle lanes will be constructed on several bridges that cross the diversion channel. These features may provide opportunities for future expansion of park and recreation facilities outside of the diversion channel.

Floodplain – due to the nature and flood risk reduction purpose of the FM Area Diversion, the existing floodplain in and around the platted area will be changed. As such, the floodplain is not shown on the plats.

Grading and Drainage – The FM Area Diversion is a flood risk reduction project for the Fargo-Moorhead-West Fargo metro area that includes a 30-mile stormwater diversion channel that will convey floodwaters around the west side metro. Drainage from the west side of the SWDCAI will be conveyed into the diversion channel. Drainage from the east side of the SWDCAI will be conveyed away from the diversion channel via toe drains, existing ditches, and drains or waterways.



**SUBDIVISION IMPROVEMENT AGREEMENT
(AGREEMENT AUTHORIZING IMPROVEMENTS)**

THIS SUBDIVISION IMPROVEMENT AGREEMENT (AGREEMENT AUTHORIZING IMPROVEMENTS) (the “Agreement”), is entered into this ___ day of _____, 2025 (the “Effective Date”), by and between the City of West Fargo, North Dakota (the “City”) and the Cass County Joint Water Resource District (“CCJWRD”). The City and CCJWRD are, collectively, the “Parties.”

WHEREAS, CCJWRD is the current owner of parcels in Blocks 1 through 13 within the proposed plat of FMD-Mapleton Subdivision to the City of West Fargo Extraterritorial Jurisdiction, Cass County, North Dakota (the “Property”); and

WHEREAS, the City is considering for approval the plat of FMD-Mapleton Subdivision; and

WHEREAS, CCJWRD and the City desire to set out certain terms and conditions of plat and development approval and responsibilities of the Parties to this Agreement; and

WHEREAS, CCJWRD desires to subdivide parcels of property acquired as part of the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (the “Comprehensive Project”); and

WHEREAS, the primary purpose of the FMD-Mapleton Subdivision is to create formal property boundaries for the Comprehensive Project right-of-way.

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

2. CCJWRD is a legally recognized North Dakota water resource district with the authority to own and improve land. CCJWRD is the legal and equitable owner of the Property.

3. The Parties represent and hereby certify that the officials signing this Agreement are expressly authorized to execute this Agreement on behalf of CCJWRD and the City.

II. JURISDICTION

1. CCJWRD agrees to submit to the authority of the City regarding the proposed plat of FMD-Mapleton Subdivision. CCJWRD agrees and acknowledges that it and its successors and assigns, as applicable, must receive approval from the City 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. CCJWRD agrees and acknowledges that it and its successors and assigns, as applicable, must comply with all federal, state, and County statutes, rules, and regulations regarding the development of the Property.

3. CCJWRD, and its successors and assigns, as applicable, are 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 FMD-Mapleton Subdivision. CCJWRD acknowledges that if it wishes to plat the Property differently, or if CCJWRD 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. CCJWRD has submitted a final plat of FMD-Mapleton Subdivision, which will be considered by the City Commission on _____, 2025. CCJWRD agrees to comply with all provisions of City zoning and subdivision ordinances.

III. IMPROVEMENTS

1. CCJWRD intends to subdivide parcels of property acquired for the Comprehensive Project to further define property that will be permanently used for the Comprehensive Project.

2. When the Comprehensive Project is complete, CCJWRD intends to replat the Property in order to vacate and dedicate road rights-of-way and easements as it deems necessary, as well as to make any adjustments to the Comprehensive Project boundaries as needed.

3. CCJWRD intends to apply to rezone the Property to P (Public Facilities) when final Comprehensive Project boundaries are established.

4. There will be no public land dedication required because the Comprehensive Project is a public flood protection project.

5. Due to the unique nature of the plat, the requested subdivision includes an approved variance to allow deviation from typical subdivision standards, including the following:

- a. The plat does not show existing floodplains due to the Comprehensive Project's nature and flood risk reduction purpose.
- b. Additional right-of-way will not be dedicated for section line roads, as right-of-way dedication and vacation will take place at the time of replat after completion of the Comprehensive Project.
- c. Exemption from public dedication requirements.

IV. GENERAL MATTERS

1. Nothing herein is intended to supersede or replace the terms and conditions of the Memorandum of Understanding entered into by and between the Metro Flood Diversion Authority and the City of West Fargo, dated January 25, 2021, and in the event of a conflict between this Agreement and the Memorandum of Understanding, the Memorandum of Understanding controls.

2. CCJWRD is responsible for filing any restrictive covenants for the development.

3. CCJWRD is responsible for all costs incurred by CCJWRD 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.

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

5. Upon the occurrence of any non-performance of CCJWRD's obligations under this Agreement, which has not been cured within thirty (30) calendar days after notice to CCJWRD, the City may take any one or more of the following remedial steps: (i) terminate this Agreement; (ii) suspend the City's performance under this Agreement until it receives assurances from CCJWRD satisfactory to the City that CCJWRD will cure such event of default and perform its obligations under this Agreement; or (iii) 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 CCJWRD including, inter alia, withholding approval of any plats on the Property.

6. The failure of the City to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance by CCJWRD of any of the provisions hereof, shall in no way be construed a waiver of such provisions, nor in any way to affect the validity of this Agreement or any part thereof, or the right of the City to thereafter enforce each and every such provision.

7. For all notices required to be given to CCJWRD pursuant to this Agreement, the City Auditor shall mail the notice by ordinary mail to the City and CCJWRD at the following addresses:

If to CCJWRD:

Cass County Joint Water Resource District
Attn: Melissa Hinkemeyer, Secretary
1201 Main Ave. W.
West Fargo, ND 58078

If to the City:

City of West Fargo
Attn: City Administrator
2515 6th Street East
West Fargo, ND 58078

8. 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 any Party hereto.

9. No amendment, modification, or waiver of any condition, provision or term shall be valid or of any effect unless made in writing signed by the Party or Parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver. Any waiver by any Party of any default of another Party shall not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein shall limit the remedies and rights of the Parties thereto under and pursuant to this Agreement.

10. 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.

11. 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.

12. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective personal representatives, successors, and assigns, and no Party under this Agreement can assign its interest in the Agreement to any other person or entity without the written consent of all other Parties.

13. This Agreement shall be recorded.

14. 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 State District Court in Cass County, North Dakota.

15. This Agreement may be executed in counterparts with the City and CCJWRD having a fully-executed counterpart.

(Remainder of page intentionally left blank.)

Dated this ____ day of _____, 2025.

CITY:

City of West Fargo, North Dakota

BY: _____

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

BY: _____

Dustin T. Scott, City Administrator

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 L. Dardis and Dustin T. Scott, known to me to be the President of the Board of City Commissioners and City Administrator, respectively, of the City of West Fargo, that is described in and who executed the above and foregoing document and acknowledged to me that they executed the same on behalf of the City of West Fargo, North Dakota.

[SEAL]

Notary Public

*Subdivision Improvement Agreement
(Agreement Authorizing Improvements)
Cass County Joint Water Resource District*

Page 9

CCJWRD:

Cass County Joint Water Resource District

BY:


Ken Loughheed, Chair

ATTEST:



Melissa Hinkemeyer, Secretary

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 26 day of June, 2025, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Ken Loughheed and Melissa Hinkemeyer, known to me to be the Chair and Secretary, respectively, of the Cass County Joint Water Resource District, that is described in and who executed the above and foregoing document and acknowledged to me that they executed the same on behalf of the Cass County Joint Water Resource District.

[SEAL]




Notary Public

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Lisa Sankey
2. PHONE NUMBER: 515-5370 DATE: September 12, 2025
3. AGENDA TITLE:
A25-13 FMD Warren 1st Subdivision, Final Plat Approval.
4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
Approve final plat of FMD Warren 1st Subdivision, At their June 10, 2025 meeting,
the West Fargo Planning and Zoning Commission voted to recommend approval
of the proposed subdivision on the basis it is consistent with City plans and
ordinances.
5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
Portions of Section 1, T138N, R50W, Cass County, North Dakota.
6. ACTION BEING REQUESTED FROM CITY COMMISSION:
Approve Final Plat Approve Final Plat of FMD Warren 1st Subdivision including
associated subdivision improvement agreement.

STAFF REPORT

A25-13	SUBDIVISION
FMD-Warren 1 st Subdivision	
Section 1, T138N, R50W, Cass County, North Dakota	
Owner: Cass County Joint Water Resource District Applicant: Steve Swanson, AE2S	Staff Contact: Lisa Sankey
Planning & Zoning Commission Public Hearing:	06-10-2025 - Approval
City Commission Final Plat Approval:	09-22-2025

PURPOSE:

Subdivide unplatted parcels for a public flood protection project.

STATEMENTS OF FACT:

Land Use Classification:	C-1 Deferred Development Sector; G-1 Sub-Urban – Restricted Growth Sector (ETJ)
Existing Land Use:	Vacant
Current Zoning District(s):	A: Agricultural
Zoning Overlay District(s):	n/a
Proposed Zoning District(s):	Unchanged
Proposed Lot size(s) or range:	.71 to 220.62 acres
Total area size:	226.54 acres
Adjacent Zoning Districts:	A: Agricultural
Adjacent street(s):	52 nd Ave W, 43 rd St SE (64 th Ave S) and various ¼ section township roads
Adjacent Bike/Pedestrian Facilities:	None
Available Parks/Trail Facilities:	None
Land Dedication Requirements:	Public Flood Protection Project – No Public Land Dedication Required.

DISCUSSION AND OBSERVATIONS:

- The applicant is subdividing undeveloped parcels of property acquired as part of the FM Area Diversion Project (the “Diversion”) to further define property that will be permanently used for the Diversion.
- The proposed subdivision is located within the City’s exclusive extraterritorial jurisdiction.
- The primary purpose of this subdivision is to create formal property boundaries for the Diversion right of way and simplify legal descriptions.
- Once the Diversion is complete, the applicant intends to replat the subject property in order to vacate & dedicate road rights-of-way and easements as necessary, as well as to make any adjustments to the project boundaries that may be needed.
- It is anticipated that the applicant would apply to rezone the subject property to P (Public Facilities), once the final project boundaries are established after completion of the Diversion.
- Because the FM Area Diversion is a public flood protection project, there will be no public land dedication required.

STAFF REPORT

- The FM Area Diversion currently includes public access along the entire 30-mile diversion channel that will support recreational uses, including a gravel maintenance road/trail on both sides of the channel, as well as graded secondary trails on the excavated material berms. There will also be several parking areas and access points constructed as well as bicycle lanes constructed on several bridges that cross the diversion channel. These features may provide opportunities for future expansion of park and recreation facilities outside of the diversion channel.
- Due to the unique nature of the proposed plat, the requested subdivision includes a subdivision variance to allow deviation from some of the City's typical subdivision standards. This includes:
 - Existing floodplains will not be shown on the plat, due to the nature and flood risk reduction purpose of the Diversion.
 - Additional right-of-way will not be dedicated for section line roads, as right-of-way dedication and vacation will take place at the time of replat after completion of the Diversion.
 - Exemption from public dedication requirements.

NOTICES:

Sent to: Public Notice in Official Newspaper and applicable agencies and departments

Comments Received:

- No comments received to-date.

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

- The proposed application is consistent with the City plans and ordinances as it is clearing up legal descriptions and defining right-of-way in preparation of completion of the FM Area Diversion project and allowing potential for future development as outlined in West Fargo 2.0. The FM Area Diversion project is documented within the West Fargo 2.0 Comprehensive Plan and serves as a delineation between the C-1 Deferred Development Sector and the G-1 Sub-Urban – Restricted Growth Sector of the City's extraterritorial jurisdiction.
- C-1 Deferred Development Sector - The area where development is deferred includes spaces west of the proposed FM Area Diversion Project, as well as land located in the northern section of the extraterritorial areas. At the time of the comprehensive plan update, plans and specifications for the FM Area Diversion Project were under development and completion of the diversion was not anticipated until the year 2024, at the earliest. It has not been determined what effects the project will have upon properties along the diversion. Therefore, it is recommended that planning and development not take place in these areas until the diversion is operational and revised floodplain maps have been made available. Other areas within this sector might be best kept in reserve until infrastructure can efficiently be provided or innovative conservation methods can be employed to avoid costly upgrades in the future.
- The G-1 Sub-Urban - Restricted Growth Sector includes areas between the current and proposed diversion that may have new development potential with construction of the FM Diversion. The G-1 area identifies significant tracts of land that are currently rural, but where directed and well-planned new development could occur around the identified potential Future Mixed-Use and Employment Centers.

STAFF REPORT

PLANNING AND ZONING COMMISSION ACTION

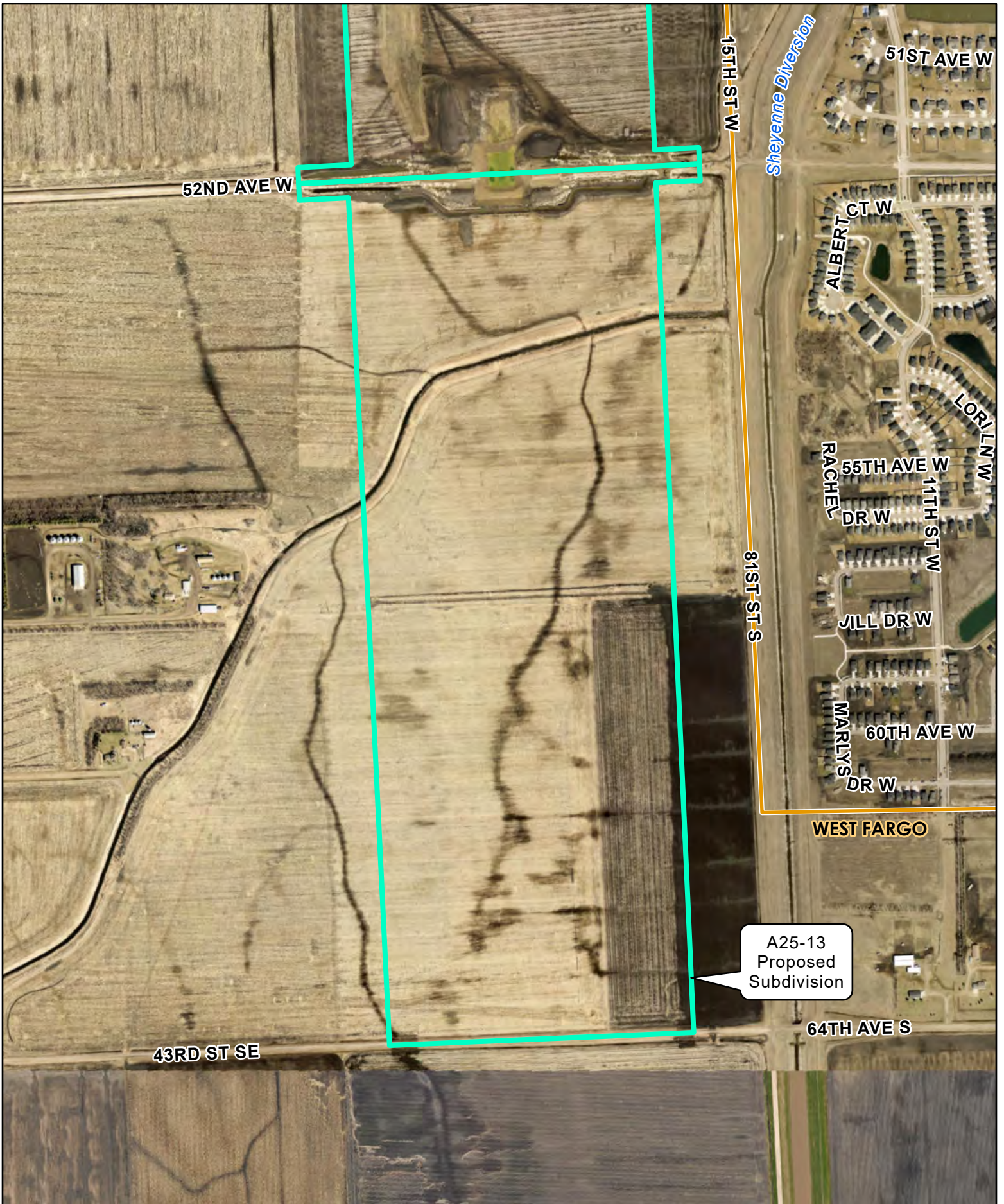
At their June 10, 2025 meeting, the West Fargo Planning and Zoning Commission voted to approve the subdivision.

RECOMMENDATION:

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

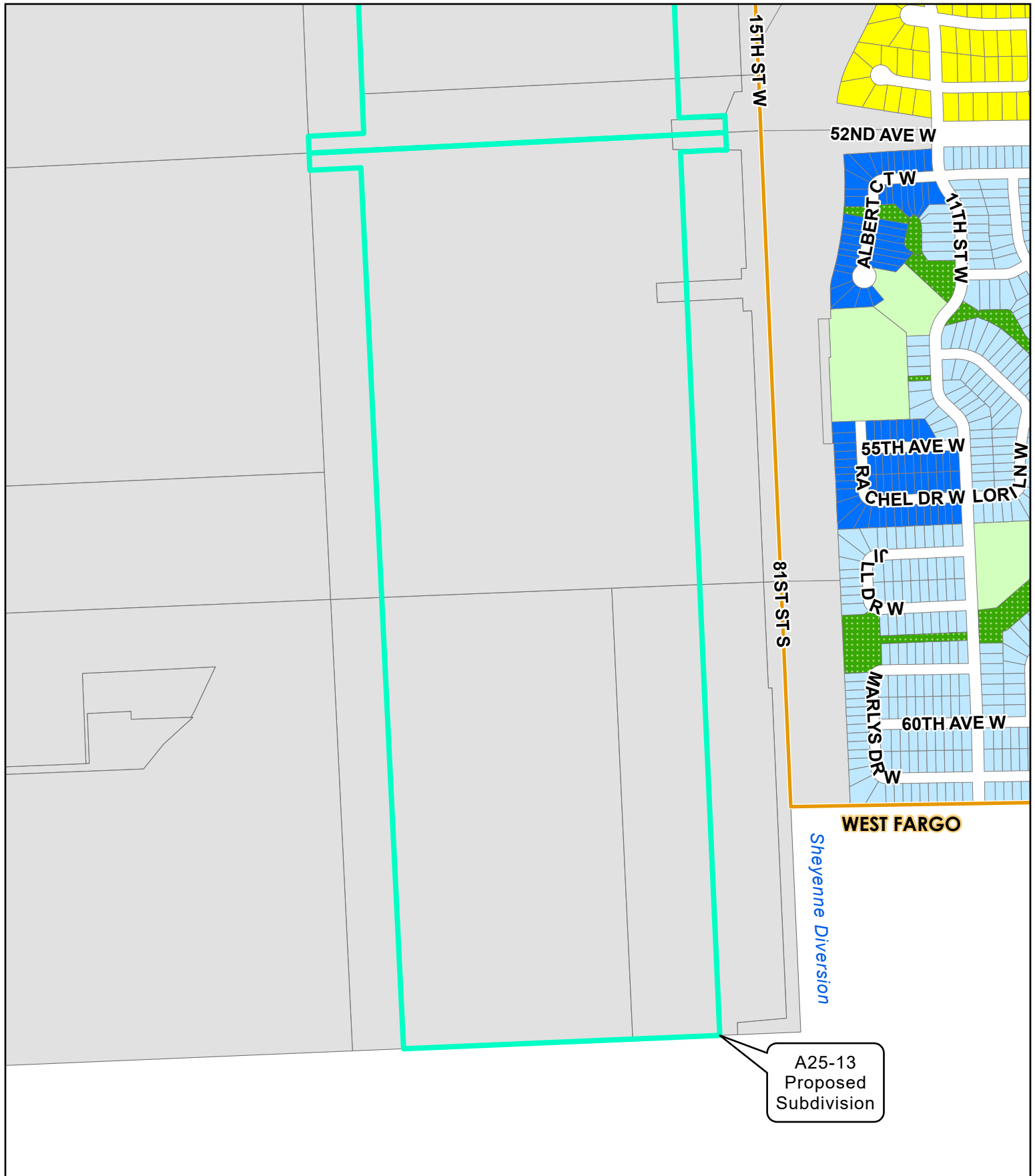
Attachments:

- Aerial map
- Zoning map
- Final Plat
- Project Narrative
- Subdivision Improvement Agreement



Features

Agenda Zone City Limits



PLAT of
FMD-WARREN FIRST SUBDIVISION
IN SECTION 1, T138N, R50W, 5th P.M.,
IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF
WEST FARGO, CASS COUNTY, NORTH DAKOTA

BLOCK 1

That part of Section 1 in Township 138 North, Range 50 West of the 5th Principal Meridian, Cass County, North Dakota, being further described as follows:

Commencing at the Northeast Corner of the Northeast Quarter (NE1/4) of Section 1; thence S87°11'15"W on the north line of said NE1/4 a distance of 205.57 feet to the Point of Beginning; thence S02°48'45"E a distance of 102.87 feet; thence N89°35'44"W a distance of 47.51 feet; thence S87°11'15"W parallel with, and 100.00 feet south of, the north line of said NE1/4 a distance of 222.40 feet; thence S02°31'26"E parallel with, and 475.00 feet west of, the east line of said NE1/4 a distance of 2,535.56 feet to the south line of said NE1/4; thence S02°33'51"E parallel with, and 475.00 feet west of, the east line of the Southeast Quarter (SE1/4) of said Section 1 a distance of 2,640.69 feet to the south line of said SE1/4; thence S87°36'54"W on said south line a distance of 1,851.92 feet; thence N02°40'25"W parallel with, and 300.00 feet east of, the west line of the E1/2 of said Section 1 a distance of 5,162.38 feet; thence S87°11'15"W parallel with, and 100.00 feet south of, the north line of the NE1/4 of said Section 1 a distance of 300.00 feet to the west line of said NE1/4; thence N02°46'25"W on said west line a distance of 100.00 feet to the Northwest Corner of said NE1/4; thence N87°11'15"E on the north line of said NE1/4 a distance of 2,442.45 feet to the Point of Beginning.

Block 1 contains 228.54 acres and is subject to any existing easements.

CERTIFICATE OF SURVEYOR

I, Steven E. Swanson, a Professional Land Surveyor in the State of North Dakota, hereby certify that this survey of FMD-Warren First Subdivision as shown hereon was conducted by me or under my direct supervision; that the exterior boundary of said subdivision is delineated on the ground by monuments shown hereon; and that, to the best of my knowledge and belief, this plat is a true and correct representation of said survey.

Dated this _____ day of _____, 2025.

Steven E. Swanson, PLS
ND Reg. No. LS-4185
STATE OF NORTH DAKOTA)
COUNTY OF GRAND FORTS) SS

On this _____ day of _____, 2025, before me personally appeared Steven E. Swanson, Professional Land Surveyor, known to me to be the person described in the within instrument, and who acknowledged to me that he executed the same.

Notary Public:
State of North Dakota
My commission expires _____

CERTIFICATE OF WEST FARGO PLANNING COMMISSION

The West Fargo Planning Commission reviewed this plat on the _____ day of _____, 2025, and hereby approves it.

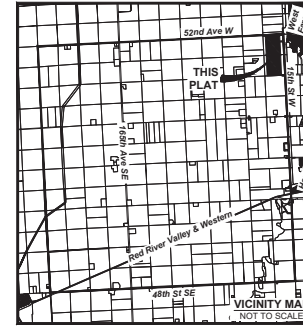
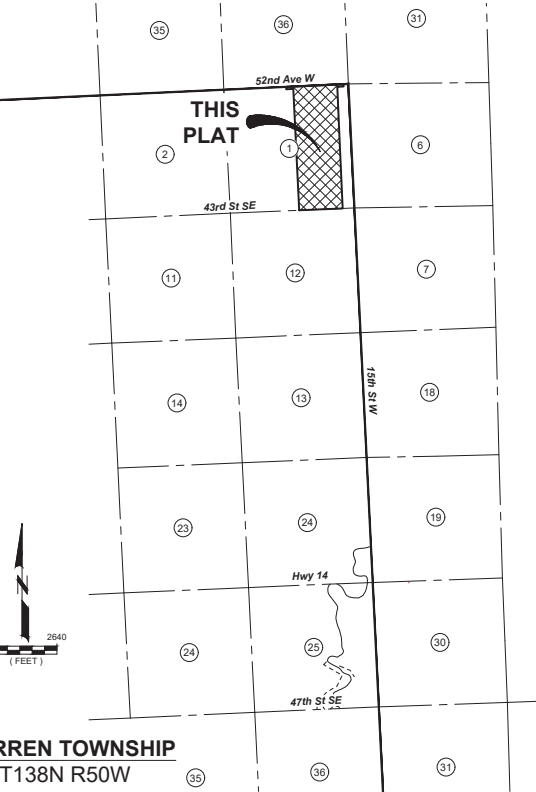
Dated this _____ day of _____, 2025.

Eric C. Dodds, Chairman
STATE OF NORTH DAKOTA)
COUNTY OF CASS) SS

On this _____ day of _____, 2025, before me personally appeared Eric C. Dodds, Chairman, known to me to be the person described in the within instrument, and who acknowledged to me that he executed the same on behalf of the West Fargo Planning Commission.

Notary Public:

WARREN TOWNSHIP
T138N R50W



OWNERS
CASS COUNTY JOINT WATER RESOURCE DISTRICT
1201 MAIN AVE WEST
WEST FARGO, ND 58078

SOUTHEAST CASS WATER RESOURCE DISTRICT
1201 MAIN AVE WEST
WEST FARGO, ND 58078

PURPOSES

The purposes of this subdivision are to :
- Consolidate existing parcels of record into larger parcels and assign parcel names for ease of management.

EXISTING EASEMENTS

Easements and encumbrances of record remain in effect, whether shown or not.

CERTIFICATE OF WEST FARGO CITY ENGINEER

Reviewed by the West Fargo City Engineer this _____ day of _____, 2025.

Jerrold F. Wallace, City Engineer
STATE OF NORTH DAKOTA)
COUNTY OF CASS) SS

On this _____ day of _____, 2025, before me personally appeared Jerrold F. Wallace, City Engineer, known to me to be the person described in the within instrument, and who acknowledged to me that he executed the same as City Engineer.

Notary Public:

CERTIFICATE OF WEST FARGO CITY COMMISSION

The City of West Fargo Extraterritorial Jurisdiction includes part of Block 1. The West Fargo City Commission reviewed this plat at its meeting on the _____ day of _____, 2025, and, having found it to be in the interest of the public health, safety, and welfare, hereby approves it.

Bernie L. Dardis, President
Dustin T. Scott, City Auditor
STATE OF NORTH DAKOTA)
COUNTY OF CASS) SS

On this _____ day of _____, 2025, before me personally appeared Bernie L. Dardis, President and Dustin T. Scott, City Auditor, known to me to be the persons described in the within instrument, and who acknowledged to me that they executed the same on behalf of the City of West Fargo.

Notary Public:

CERTIFICATE OF OWNER

We, Cass County Joint Water Resource District and Southeast Cass Water Resource District, political subdivisions of the State of North Dakota, hereby certify that we are the owners of the lands described above and that 1) we have caused the same to be platted into lots and blocks as shown hereon and 2) said subdivision shall be known as FMD-Warren First Subdivision.

Cass County Joint Water Resource District
Owner, Lots 1 and 2, Block 1

Dated this _____ day of _____, 2025.

Ken Loughheed, Chairman
Melissa Hinkemeyer, Secretary-Treasurer
STATE OF _____)
COUNTY OF _____) SS

On this _____ day of _____, 2025, before me personally appeared Ken Loughheed, CCJWRD Chairman, and Melissa Hinkemeyer, CCJWRD Secretary-Treasurer, known to me to be the persons described in the within instrument, and who acknowledged to me that they executed the same on behalf of Cass County Joint Water Resource District.

Notary Public:

Southeast Cass Water Resource District
Owner, Lot 3, Block 1

Dated this _____ day of _____, 2025.

Keith Weston, Chairman
Melissa Hinkemeyer, Secretary-Treasurer
STATE OF _____)
COUNTY OF _____) SS

On this _____ day of _____, 2025, before me personally appeared Keith Weston, Chairman, and Melissa Hinkemeyer, Secretary-Treasurer of the Southeast Cass Water Resource District, known to me to be the persons described in the within instrument, and who acknowledged to me that they executed the same on behalf of the Southeast Cass Water Resource District.

Notary Public:

CERTIFICATE OF WEST FARGO CITY ATTORNEY

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 _____, 2025.

Katie J. Schmidt, City Attorney
STATE OF NORTH DAKOTA)
COUNTY OF CASS) SS

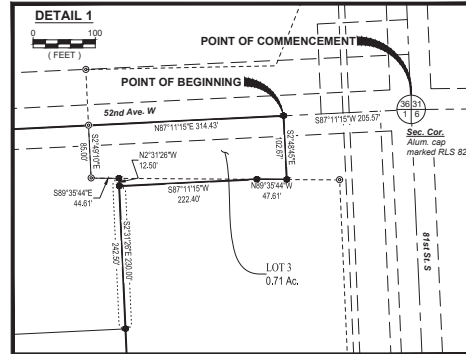
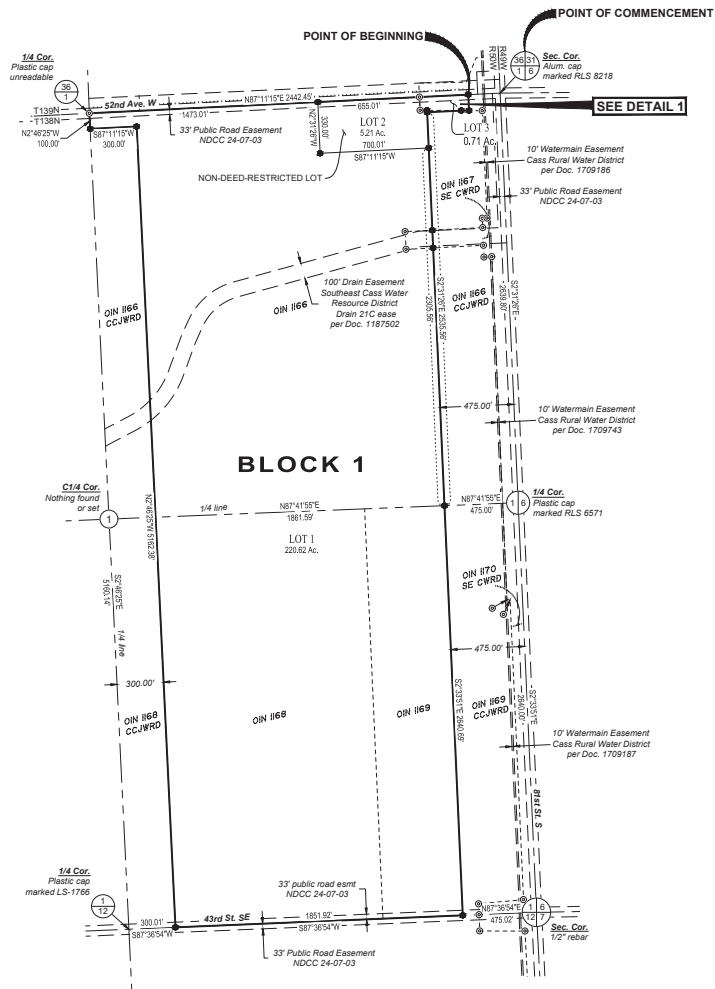
On this _____ day of _____, 2025, before me personally appeared Katie J. Schmidt, City Attorney, known to me to be the person described in the within instrument, and who acknowledged to me that she executed the same as City Attorney.

Notary Public:

COUNTY RECORDER



PLAT of
FMD-WARREN FIRST SUBDIVISION
IN SECTION 1, T138N, R50W, 5th P.M.,
IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF
WEST FARGO, CASS COUNTY, NORTH DAKOTA



BASIS OF BEARING
 BEARINGS FOR THIS EXHIBIT ARE
 BASED ON THE NORTH DAKOTA
 STATE PLANE COORDINATE SYSTEM,
 NAD83 (2011), SOUTH ZONE.
 DISTANCES ARE GROUND, US
 SURVEY FEET.
 CSF = 0.9998675

EXISTING EASEMENTS
 In addition to easements shown hereon, this subdivision is subject to the following easements:

Beneficiary	Doc. No.	Location
Northwestern Bell Telephone	455142	S1/2N1/2 Sec. 1

FLOODWAY & FLOODPLAIN
 Land within this plat is subject to a floodway and floodplain as shown on FEMA Flood Insurance Rate Map Community Panel No. 38017C0796G.

ADJACENT LANDOWNERS
 Adjacent landowner information found hereon was obtained from the Cass County GIS.

LEGEND	
●	SET REBAR W/ PLASTIC CAP MARKED "LS-4185"
●	FOUND MONUMENT
AC	ALUMINUM CAP
BC	BRASS CAP
PC	PLASTIC CAP
R/W	RIGHT-OF-WAY
---	PLAT BOUNDARY
---	NEW BLOCK LINE
---	NEW LOT LINE
---	SECTION LINE
---	1/4 LINE
---	1/16 LINE
---	EXISTING BOUNDARY
---	EXISTING EASEMENT
---	SHEYENNE RIVER CENTERLINE

FMD-Warren 1st Subdivision Plat – Supporting information for Subdivision Application to City of West Fargo, ND

May 1, 2025

FM Area Diversion Platting

The Metro Flood Diversion Authority (MFDA), via the Cass County Joint Water Resource District (CCJWRD) has acquired property for the FM Area Diversion Comprehensive Project. The MFDA, via CCJWRD will plat property that will be permanently used for the Comprehensive Project. This property is called the Comprehensive Project right-of-way (ROW). Reasons for platting the Project ROW include the following:

- creating formal property boundaries for the ROW,
- vacating roads,
- closing section lines,
- dedicating road ROW for newly constructed roads,
- vacating existing easements,
- providing for better planning and zoning decisions by political subdivisions having jurisdiction,
- simplifying legal descriptions, and
- delineating the responsible party for property taxes.

Platting the Diversion Channel

The platting process for the ROW for the Storm Water Diversion Channel and Associated Infrastructure (SWDCAI) is as follows:

- ROW needed for the SWDCAI that is owned by CCJWRD will be platted as Initial Plats.
- The Initial Plats will be prepared for each township in which the SWDCAI will be constructed. The Initial Plats for each township will be designated as follows:
 - o FMD-Wiser Subdivision
 - o FMD-Harwood Subdivision
 - o FMD-Berlin Subdivision
 - o FMD-Raymond Subdivision
 - o FMD-Mapleton Subdivision
 - o FMD-Warren Subdivision
 - o FMD-Stanley Subdivision
- The Initial Plats may not vacate existing roads or close existing section lines.

- o Determination to vacate existing roads or close section lines will be dependent upon the facts and circumstances of each Initial Plat in coordination with the P3 developer and the MFDA staff.
- In advance of construction, upon requests from the MFDA and CCJWRD, Cass County will take ownership and control of roads via a jurisdictional transfer and will close those roads for construction.
- At a future date, following substantial completion of SWDCAI, and as determined appropriate by the MFDA, replats will be prepared for each township as necessary to vacate roads, close section lines, and re-dedicate any necessary ROW for the newly constructed roadways. Re-zoning of the platted area, if applicable, will also be accomplished at a future date consistent with the replats.
- Replats and any subsequent plats within a township will be named consecutively following the same naming convention as the Initial Plats:
 - o e.g., FMD-Mapleton 2nd Subdivision, FMD-Mapleton 3rd Subdivision, etc.
- Preliminary plats of the Initial Plats, Initial Replats, and any subsequent plats will be prepared and routed for review by MFDA representatives before submission to Cass County or West Fargo for the official plat application process.

Additional Comments

Recreation – The FM Area Diversion currently includes public access along features of the entire 30-mile diversion channel that will support recreational uses. These include a gravel maintenance road/trail on both sides of the channel as well as graded secondary trails on the excavated material berms for the entire 30-miles. Also, there will be several parking areas and access points constructed. Bicycle lanes will be constructed on several bridges that cross the diversion channel. These features may provide opportunities for future expansion of park and recreation facilities outside of the diversion channel.

Floodplain – due to the nature and flood risk reduction purpose of the FM Area Diversion, the existing floodplain in and around the platted area will be changed. As such, the floodplain is not shown on the plats.

Grading and Drainage – The FM Area Diversion is a flood risk reduction project for the Fargo-Moorhead-West Fargo metro area that includes a 30-mile stormwater diversion channel that will convey floodwaters around the west side metro. Drainage from the west side of the SWDCAI will be conveyed into the diversion channel. Drainage from the east side of the SWDCAI will be conveyed away from the diversion channel via toe drains, existing ditches, and drains or waterways.



**SUBDIVISION IMPROVEMENT AGREEMENT
(AGREEMENT AUTHORIZING IMPROVEMENTS)**

THIS SUBDIVISION IMPROVEMENT AGREEMENT (AGREEMENT AUTHORIZING IMPROVEMENTS) (the "Agreement"), is entered into this 26 day of June, 2025 (the "Effective Date"), by and between the City of West Fargo, North Dakota (the "City") and the Cass County Joint Water Resource District ("CCJWRD"). The City and CCJWRD are, collectively, the "Parties."

WHEREAS, CCJWRD is the current owner of parcels in Block 1 within the proposed plat of FMD-Warren First Subdivision to the City of West Fargo Extraterritorial Jurisdiction, Cass County, North Dakota (the "Property"); and

WHEREAS, the City is considering for approval the plat of FMD-Warren First Subdivision; and

WHEREAS, CCJWRD and the City desire to set out certain terms and conditions of plat and development approval and responsibilities of the Parties to this Agreement; and

WHEREAS, CCJWRD desires to subdivide parcels of property acquired as part of the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (the “Comprehensive Project”); and

WHEREAS, the primary purpose of the FMD-Warren First Subdivision is to create formal property boundaries for the Comprehensive Project right-of-way.

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

2. CCJWRD is a legally recognized North Dakota water resource district with the authority to own and improve land. CCJWRD is the legal and equitable owner of the Property.

3. The Parties represent and hereby certify that the officials signing this Agreement are expressly authorized to execute this Agreement on behalf of CCJWRD and the City.

II. JURISDICTION

1. CCJWRD agrees to submit to the authority of the City regarding the proposed plat of FMD-Warren First Subdivision. CCJWRD agrees and acknowledges that it and its successors and assigns, as applicable, must receive approval from the City 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. CCJWRD agrees and acknowledges that it and its successors and assigns, as applicable, must comply with all federal, state, and County statutes, rules, and regulations regarding the development of the Property.

3. CCJWRD, and its successors and assigns, as applicable, are 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 FMD-Warren First Subdivision. CCJWRD acknowledges that if it wishes to plat the Property differently, or if CCJWRD 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. CCJWRD has submitted a final plat of FMD-Warren First Subdivision, which will be considered by the City Commission on _____, 2025. CCJWRD agrees to comply with all provisions of City zoning and subdivision ordinances.

III. IMPROVEMENTS

1. CCJWRD intends to subdivide parcels of property acquired for the Comprehensive Project to further define property that will be permanently used for the Comprehensive Project.

2. When the Comprehensive Project is complete, CCJWRD intends to replat the Property in order to vacate and dedicate road rights-of-way and easements as it deems necessary, as well as to make any adjustments to the Comprehensive Project boundaries as needed.

3. CCJWRD intends to apply to rezone the Property to P (Public Facilities) when final Comprehensive Project boundaries are established.

4. There will be no public land dedication required because the Comprehensive Project is a public flood protection project.

5. Due to the unique nature of the plat, the requested subdivision includes an approved variance to allow deviation from typical subdivision standards, including the following:

- a. The plat does not show existing floodplains due to the Comprehensive Project's nature and flood risk reduction purpose.
- b. Additional right-of-way will not be dedicated for section line roads, as right-of-way dedication and vacation will take place at the time of replat after completion of the Comprehensive Project.
- c. Exemption from public dedication requirements.

IV. GENERAL MATTERS

1. Nothing herein is intended to supersede or replace the terms and conditions of the Memorandum of Understanding entered into by and between the Metro Flood Diversion Authority and the City of West Fargo, dated January 25, 2021, and in the event of a conflict between this Agreement and the Memorandum of Understanding, the Memorandum of Understanding controls.

2. CCJWRD is responsible for filing any restrictive covenants for the development.

3. CCJWRD is responsible for all costs incurred by CCJWRD 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.

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

5. Upon the occurrence of any non-performance of CCJWRD's obligations under this Agreement, which has not been cured within thirty (30) calendar days after notice to CCJWRD, the City may take any one or more of the following remedial steps: (i) terminate this Agreement; (ii) suspend the City's performance under this Agreement until it receives assurances from CCJWRD satisfactory to the City that CCJWRD will cure such event of default and perform its obligations under this Agreement; or (iii) 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 CCJWRD including, inter alia, withholding approval of any plats on the Property.

6. The failure of the City to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance by CCJWRD of any of the provisions hereof, shall in no way be construed a waiver of such provisions, nor in any way to affect the validity of this Agreement or any part thereof, or the right of the City to thereafter enforce each and every such provision.

7. For all notices required to be given to CCJWRD pursuant to this Agreement, the City Auditor shall mail the notice by ordinary mail to the City and CCJWRD at the following addresses:

If to CCJWRD:

Cass County Joint Water Resource District
Attn: Melissa Hinkemeyer, Secretary
1201 Main Ave. W.
West Fargo, ND 58078

If to the City:

City of West Fargo
Attn: City Administrator
2515 6th Street East
West Fargo, ND 58078

8. 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 any Party hereto.

9. No amendment, modification, or waiver of any condition, provision or term shall be valid or of any effect unless made in writing signed by the Party or Parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver. Any waiver by any Party of any default of another Party shall not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein shall limit the remedies and rights of the Parties thereto under and pursuant to this Agreement.

10. 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.

11. 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.

12. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective personal representatives, successors, and assigns, and no Party under this Agreement can assign its interest in the Agreement to any other person or entity without the written consent of all other Parties.

13. This Agreement shall be recorded.

14. 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 State District Court in Cass County, North Dakota.

15. This Agreement may be executed in counterparts with the City and CCJWRD having a fully-executed counterpart.

(Remainder of page intentionally left blank.)

Dated this ____ day of _____, 2025.

CITY:

City of West Fargo, North Dakota

BY: _____

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

BY: _____

Dustin T. Scott, City Administrator

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 L. Dardis and Dustin T. Scott, known to me to be the President of the Board of City Commissioners and City Administrator, respectively, of the City of West Fargo, that is described in and who executed the above and foregoing document and acknowledged to me that they executed the same on behalf of the City of West Fargo, North Dakota.

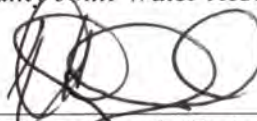
[SEAL]

Notary Public

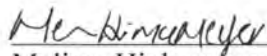
CCJWRD:

Cass County Joint Water Resource District

BY:


Ken Loughheed, Chair

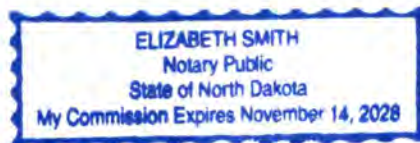
ATTEST:

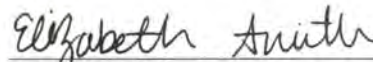

Melissa Hinkemeyer, Secretary

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 14 day of JUNE, 2025, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Ken Loughheed and Melissa Hinkemeyer, known to me to be the Chair and Secretary, respectively, of the Cass County Joint Water Resource District, that is described in and who executed the above and foregoing document and acknowledged to me that they executed the same on behalf of the Cass County Joint Water Resource District.

[SEAL]




Notary Public



To: West Fargo City Commission

From: Mathew Andvik, Senior Director of Public Works

Date: September 22, 2025

Subject: Sewer Budget Adjustment – Chemical Line Item

Action: Approve Sewer Budget adjustment

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:

Due to elevated levels of hydrogen sulfide (H₂S) in the sewer system, the cost of chemical treatment has significantly increased. To maintain compliance with our agreement with the City of Fargo and to prevent infrastructure damage caused by H₂S, additional chemical treatment is necessary.

We recommend adjusting the Sewer Budget – Chemicals line item from \$150,000 to \$350,000. This adjustment is critical to ensure continued system performance and infrastructure protection

Policy Analysis:

Maintaining H₂S levels within acceptable limits is essential to meet inter-municipal agreements and to preserve the integrity of our sewer infrastructure. Failure to adequately treat H₂S can lead to accelerated corrosion, increased maintenance costs, and potential non-compliance with regional wastewater standards.

Once we identified this budget line was going to be significantly over budget, staff met to discuss how to move forward. It was decided to bring this issue to the Commission for a formal budget adjustment. We felt this would be the most transparent approach to clearly show the increase and the reasons behind it. This will also help avoid confusion during audits or future budget discussions.

Financial Analysis:

While the Chemicals line-item will increase by \$200,000, the overall sewer budget will remain unchanged. This increase will be offset by savings realized in other line

items within the sewer budget, allowing us to reallocate funds without requiring additional appropriations.

Explanation of Increased Dosage Rates and Injection Strategy

To address elevated hydrogen sulfide (H_2S) levels in the sewer system, we have expanded both the number of injection sites and the volume of chemical dosing. These adjustments were necessary to meet compliance targets and reduce the risk of infrastructure damage.

Injection Locations and Dosage Rates

Previously, we were injecting 50 gallons per day (gpd) at each of the following three locations:

- Sanitation Shop
- 7th Avenue near Cargill
- SA27

After receiving notification from the City of Fargo that H_2S levels were exceeding acceptable limits, reaching over 100 parts per million (ppm), we added a new injection site at SA40.

Current injection rates are as follows:

- **SA40:** 120 gpd
- **SA27:** 50 gpd
- **Sanitation Shop:** 40 gpd
- **7th Ave by Cargill:** 40 gpd
- **Total:** 250 gpd

Chemical Product Used

We are using HSX, a calcium nitrate-based product supplied by Hawkins. This product is specifically designed to reduce H_2S levels by promoting biological processes that prevent the formation of sulfides in the system.

Effectiveness and Monitoring

After initiating injection at SA40, H_2S levels dropped significantly, from over 100 ppm to around 8 ppm, with

some daily fluctuations. However, during warmer weather, levels began to rise again. Increasing the dosage at SA40 to 120 gpd has helped bring levels back down to the 20-ppm range, with occasional spikes.

Fargo has a target of 10 ppm for H₂S. They are also intermittently testing dissolved sulfates in the wastewater. The presence of dissolved sulfates on their end indicates that our chemical dosing is sufficient and not fully consumed before reaching their system. They plan to resume more frequent testing to monitor this.

Future Cost-Saving Measures:

To address long-term sustainability and reduce reliance on chemical treatment, staff are actively exploring several cost-saving strategies, including:

- **Ozone Injection Technology:** Preliminary research is underway to evaluate the feasibility and cost-effectiveness of ozone injection stations, which may significantly reduce chemical usage while improving odor and corrosion control.
- **Odor and Corrosion Control Study (2026):** This study will provide data-driven recommendations for optimizing treatment methods and identifying infrastructure improvements that can reduce chemical demand.
- **Operational Adjustments:** Staff is reviewing system operations to identify opportunities for improved flow management and targeted dosing, which could reduce chemical consumption without compromising treatment effectiveness.

Process/Timeline:

Upon Commission approval, the budget adjustment will be implemented immediately.



"Consent" or "Regular" Agenda
Item?

[Regular]

To: West Fargo City Commission

From: Dan Hanson, Senior Director of Community and Development Services

Date: September 22, 2025

Subject: Improvement District No. 3009 – 1st Ave E Reconstruction (Sheyenne St to 4th St E)

Action: Approve Engineer's Report and Direct Engineer to prepare Plans and Specifications

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

New Information and Recommendation:

On June 2, 2025, the Commission directed the Engineer to prepare an Engineer's Report for the reconstruction of 1st Ave E from Sheyenne St. to 4th St. E. A Feasibility Study was completed by Moore Engineering which was used to complete the attached Engineer's Report.

This project will install new sanitary sewer from 4th Street to 2nd Street, replace watermain, storm sewer and streets within the project area.

The following documents are attached for review/consideration:

- Engineer's Report
- Proposed Improvements Exhibit
- Associated Resolutions

Staff Recommendation: Approve Engineer's Report and Direct Engineer to prepare Plans and Specifications

Background and Project Summary:

In 2017, 1st Avenue was reconstructed east of the proposed project area. The project location between Sheyenne Street has been identified as a location in need of reconstruction due to the degraded roadway and the watermain consisting of asbestos concrete pipe and undersized cast iron.

In addition to these improvements, the lift station located at the intersection of 1st Ave E. and 4th St E. is undersized and is intended to be removed with the sanitary sewer to be extended from that location west to 2nd St. E.

Financial Analysis:

This project was identified in the 2024 Capital Improvement Plan to be constructed in 2026 with the original scope of the project being the reconstruction from 2nd St. E. to 4th St. E. Per the consultant's report and the availability of watermain grant funds via the Dept. of Water Resources (DWR) it is proposed the scope of the area to be reconstructed be expanded from Sheyenne St. to 4th St. E.

Per the guidance of the 2024 CIP, 70% of the project is proposed to be paid for utilizing Capital Improvement Sales Tax and 30% of the project costs are proposed to be specially assessed to benefitting properties.

A DWR grant in the amount of \$992,400 has been applied for to help cover the costs of the replacement of the watermain. If successfully in securing these grant funds, they would be used to buy down the cost of the project by approximately 25%.

Previously Presented Information and Commission Actions:

June 2, 2025 –

- **Staff Recommendation:** Create Improvement District No. 3009, Direct Engineer to prepare Engineer's Report and Approve Task Order No. 97
- **Commission Action:** Commissioner Jorgensen moved, and Commissioner Anderson seconded to approve. No opposition, motion carried.

Engineer's Report

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

Improvement District No. 3009

1st Avenue East Reconstruction (Sheyenne Street to 4th Street E)

General Nature (Scope)

This project was identified in the 2024 Capital Improvement Plan (CIP) to be constructed in 2026. The original scope of the project included in that document was the reconstruction from 2nd St. E. to 4th St. E.

This report also includes the reconstruction of the water main, storm sewer and roadways from 2th St. E. west to Sheyenne Street. This was added due to the existing pavement being deteriorated and in need of replacement along with the fact that the water main throughout this corridor is Asbestos Concrete Pipe (ACP) which was installed over 65 years ago, has exceeded its useful life and is in need of replacement.

Purpose

To reconstruct the streets, utilities, sidewalks as necessary and street lighting to current design standards that would have an expected life cycle of 50 years with proper maintenance such as future mill & overlays. Due to PVC being immune to corrosion, the sanitary and water utilities life cycle is estimated to be upwards of 100 years.

The purpose of this project is also to install a gravity sanitary sewer from the sanitary sewer lift station on 4th St. E. to an existing gravity sewer on 2nd St. E. This will allow the lift station that is at the end of its useful life to be removed. Additionally, the cast iron and ACP watermain throughout the corridor will be replaced with new PVC, eliminating the risk of water main breaks and maintenance. Lastly, the roadway within the area, between 2nd St. E. and 1st St. E. is failing and in need of replacement.

Feasibility

The 2024 CIP estimated the costs of this project to be \$1,805,000 which did not include any work west of 2nd St. NE. With this work added per the recommendations of the consultant's report, this proposed project is estimated to cost \$3,860,000. The grant applied for through the Dept. of Water Resources (DWR) is estimated to buy the cost of the project down by \$992,400, bringing the final local cost to an estimated \$2,867,600.

As discussed at the June 2, 2025, Commission meeting, it is not intended that any sanitary sewer costs are to be assessed to the abutting properties as they do not have benefit from the main that is proposed to be installed. This approximate \$280,000 will be

paid for 100% via Capital Improvement Sales Tax funds leaving a remainder of \$2,587,600.

Per the guidance of the 2024 CIP, it is proposed that of this amount, 70% (\$1,811,320) of the project is to be paid for utilizing Capital Improvement Sales Tax and 30% (\$776,280) of the project costs are proposed to be specially assessed to benefiting properties.

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

Improvement District No. 3009 was created based off of the adjacent properties to the project that directly benefit from the improvements.

Estimate of Probable Cost

Construction		\$2,895,000.00
Bid Proposal Items	\$2,514,610.00	
Contingency (~15%)	\$380,390.00	
Consultant (Design/Construction)		\$671,075.00
Legal & Administration (~5%)		\$144,750.00
Administration		\$
Land Acquisition		\$
Bonding/Interest (~4%)		\$120,225.00
City of WF Engineering Fee (1%)		\$28,950.00
Total Estimated Cost		\$3,860,000

Source of Funds

Special Assessments	\$776,280.00
DWR Watermain Grant Funds	\$992,400.00
City Funds – Capital Impr. Sales Tax	\$2,091,320.00
Total	\$3,860,000

Supporting Documents (available upon request)

- A. Consultant's report
 - a. Itemized Estimate of Probable Cost
 - b. Maps, Drawings, Etc.
 - c. Photos
 - d. Proposed Assessments

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



Jerry Wallace, P.E.
ND Registration No. 27431

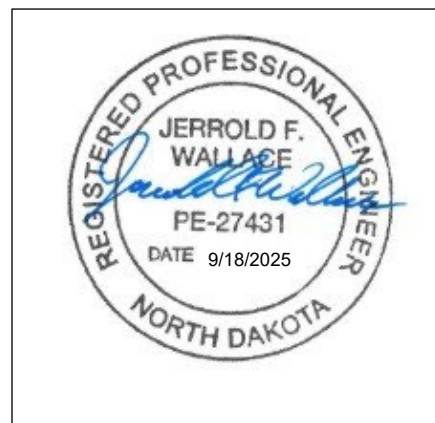




Figure 17: Proposed Improvements

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING ENGINEER'S REPORT

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, North Dakota, that the report of the Engineer for the City of West Fargo as to the general nature, purpose and feasibility along with an estimate of the probable cost of the work has been filed with this Board and that the same is hereby approved for Improvement District 3009 – New Water Supply, Sewerage, Street Systems, and Incidentals.

Dated: September 22, 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 _____. Upon roll call vote being taken thereon, the following commissioners voted in favor thereof: _____. The following commissioners were absent and not voting: _____. The following commissioners voted nay: _____. The majority having voted aye, the motion was carried and the resolution was duly adopted.

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION DIRECTING ENGINEER
TO PREPARE PLANS AND SPECIFICATIONS

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, deeming it necessary to make certain improvements consisting of reconstructing water main, sanitary sewer, storm sewer, streets, and other essential infrastructure necessary to service the properties in connection with the above specified improvements, be constructed and made in Improvement District No. 3009 – New Water Supply, Sewerage, Street Systems, and Incidentals of the City of West Fargo, the City hereby directs Jerry Wallace, the Engineer for the City of West Fargo and being a competent engineer, to prepare plans and specifications for such work.

Dated: September 22, 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 _____. Upon roll call vote being taken thereon, the following commissioners voted in favor thereof: _____. The following commissioners were absent and not voting: _____. The following commissioners voted nay: _____. The majority having voted aye, the motion was carried and the resolution was duly adopted.



"Consent" or "Regular" Agenda
Item?

[Regular]

Commission President

Bernie Dardis

Primary Portfolio:

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: September 22, 2025

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

Action: Accept Bid and Award Contract

New Information and Recommendation:

On July 21, the City Commission approved plans and specifications and directed the project to be advertised and bid. This has occurred and due to the laws regarding bidding, three separate entities were the lowest responsible bid for the following components of the project:

1. Base project portion: ICS, Inc. in the amount of \$1,446,400.00
2. Mechanical portion: CC Steel in the amount of \$125,000.00
3. Electrical portion: JDP Electric in the amount of \$381,587.00

The total of all three bids for all portions of the work is \$1,952,987.00. The Engineer's Opinion of Cost with the Engineer's Report was \$2,160,000.

The following documents are attached for review/consideration:

- Affidavit of Publication
- Bid Tabulation
- Notices of Award for each area of work listed above
- Engineer's Certificate
- Engineer's Statement of Estimated Cost
- Associated Resolutions

Staff Recommendation: Accept Bid and Award Contract to ICS, Inc. in the amount of \$1,446,400; CC Steel in the amount of \$125,000; and JDP Electric in the amount of \$381,587.00.

Financial Analysis:

The estimated cost of this project, including 15% construction contingencies and soft costs is estimated to be \$2,490,000. This project was identified in the 2024 CIP and is proposed to be paid utilizing sanitary SA-27 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:

July 21, 2025 -

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

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.



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



August 28, 2025

Jerrold F. Wallace, PE
City Engineer
City of West Fargo
2515 6th Street E
West Fargo ND 58078

Re: Project No. 1351
Sanitary Sewer System
Rehabilitation & Incidentals (SA-27)
West Fargo, ND
Moore Project No. 30076

Dear Jerry,

Bids were opened online during a virtual meeting for the above-mentioned project on August 28, 2025 at 10:30 a.m. A total of six bids were received, with each bidder submitting on varying portions of work. The bid tabulation is enclosed for your review.

ICS, Inc. is the low bidder for the General Construction bid with an amount of \$1,446,400.00, JDP Electric for the Electrical Construction bid with an amount of \$381,587.00, and CC Steel, Inc. for the Mechanical Construction bid with an amount of \$125,000.00. The total of all low bids for all portions of work is \$1,952,987.00. Our Engineer's Opinion of Probable Cost with the Engineer's Report was \$2,160,000.00 which included approximately 20% contingencies. Our final engineer's estimate prior to bidding was \$2,140,000.00 which included approximately 15% contingencies.

Also enclosed is the Engineer's Statement of Cost including the low bidder's construction prices for your review. Please sign the letter and return upon your approval.

Please review the enclosed information and provide comment, if any, at your earliest convenience. To meet the project's proposed schedule, the Contract is anticipated to be awarded by the West Fargo City Commission on September 22, 2025. If the Contract is awarded by the Commission, please sign, date, and return the enclosed Notice of Award so we can begin working on the Contracts.

Sincerely,

Matt Prochniak, PE
Project Manager

Enclosures:

Affidavits of Publication
Bid Tabulations
Notice of Awards
Engineer's Statement of Cost

Improving lives by building strong communities.

mooreengineeringinc.com



See Proof on Next Page

AFFIDAVIT OF PUBLICATION

State of Florida, County of Broward, ss:

Anjana Bhadoriya, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC and duly authorized agent of the The Forum of Fargo-Moorhead (ND), a newspaper printed and published in the City of Fargo, County of Cass, State of North Dakota.

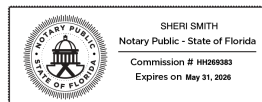
1. I am the designated agent of The The Forum of Fargo-Moorhead (ND), under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspaper listed on the attached exhibit.

2. The newspaper listed on the exhibit published the advertisement of: **ND Bids/Proposals Notice**; (3) time: *Wednesday, July 30, 2025, Wednesday, August 6, 2025, Wednesday, August 13, 2025*, as required by law or ordinance.

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

Anjana Bhadoriya

(Signed)_____



VERIFICATION

State of Florida
County of Broward

Subscribed in my presence and sworn to before me on this: **08/14/2025**

S. Smith

Notary Public

Notarized remotely online using communication technology via Proof.

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

(Jul. 30; Aug. 6 & 13, 2025)

**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.mooreengineering.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.mooreengineering.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. § 48-01.2-06. 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

(July 30, August 6 and 13, 2025)

Affidavit of Publication

STATE OF NORTH DAKOTA,
COUNTY OF CASS, ss.

I, Jenna Cowan, being first duly sworn, on oath says, that she is the bookkeeper of the CASS COUNTY REPORTER, a weekly newspaper published in Casselton, ND County of Cass, and has full and personal knowledge of all the facts herein stated; that said newspaper is a legal newspaper and has a bona fide circulation of at least two hundred copies weekly, and has been published within said county for fifty-two successive weeks next prior to the publication of the notice herein mentioned; that the

City of West Fargo Project #1351 Sewer System Rehabilitation Advertisement for Bids

City of West Fargo

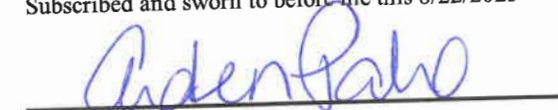
a printed copy of which, taken from the paper in which same was published, is attached to this sheet, and is made a part of this Affidavit, was published in said newspaper at least once each week for 3 successive week, on the day of each week on which said newspaper was regularly published to-wit:

2 -Cass County Reporter: 7/30/2025, 8/6/2025,
8/13/2025

That the full amount of the fees for
the publication of the annexed notice is: \$ 296.20



Subscribed and sworn to before me this 8/22/2025



Arden Pahl, Notary Public
State of South Dakota

My commission expires August 5, 2031





BID TABULATION
Project No. 1351
Sanitary Sewer System Rehabilitation and Incidentals
West Fargo, ND 58078
Project No. 30076
Bid Date: August 28, 2025

ICS, Inc
 2500 State Mill Road
 Grand Forks, ND 58203-1504

CC Steel
 5303 Creekview Green
 Maple Plain, MN 55359

JDP Electric
 803 28th Street S
 Fargo, ND 58103

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
BASE BID										
1.	PLANS	Lift Station Rehabilitation - General	LSUM	1	\$890,000.00	\$890,000.00	\$1,200,000.00	\$1,200,000.00	\$0.00	\$0.00
2.	PLANS	Wastewater Pumps	ALLOW	1	\$375,000.00	\$375,000.00	\$375,000.00	\$375,000.00	\$0.00	\$0.00
3.	99600.0000	Wet Well Coatings - Selective Full Repair	SF	300	\$200.00	\$60,000.00	\$55.00	\$16,500.00	\$0.00	\$0.00
4.	99600.0000	Wet Well Coatings - Holiday Testing, Surface Preparation, Maintenance Overcoat	SF	3035	\$40.00	\$121,400.00	\$35.00	\$106,225.00	\$0.00	\$0.00
				TOTAL		\$1,446,400.00		\$1,697,725.00		\$0.00
<u>Contract No. 1: Optional Alternate - Add Mechanical and Electrical Work to General Construction</u>										
A1	10000.0000	Lift Station Rehabilitation -Plumbing & HVAC	LSUM	1		\$0.00	\$105,000.00	\$105,000.00		\$0.00
A2	10000.0000	Lift Station Rehabilitation - Electrical	LSUM	1		\$0.00	\$414,000.00	\$414,000.00		\$0.00
				TOTAL		\$0.00		\$519,000.00		\$0.00
<u>Contract No. 2: Mechanical Construction</u>										
5.	230500.0000	Lift Station Rehabilitation - Plumbing & HVAC	LSUM	1	\$0.00	\$0.00	\$125,000.00	\$125,000.00	\$0.00	\$0.00
				TOTAL		\$0.00		\$125,000.00		\$0.00
<u>Contract No. 3: Electrical Construction</u>										
6.	260000.0000	Lift Station Rehabilitation - Electrical	LSUM	1	\$0.00	\$0.00	\$0.00	\$0.00	\$381,587.00	\$381,587.00
				TOTAL		\$0.00		\$0.00		\$381,587.00



BID TABULATION

Project No. 1351

Sanitary Sewer System Rehabilitation and Incidentals

West Fargo, ND 58078

Project No. 30076

Bid Date: August 28, 2025

John's Refrigeration & Electric, Inc.

PO Box 251

Valley City, ND 58072

Sun Electric, Inc.

411 39th St N

Fargo, ND 58102

Vinco, Inc

23055 Co Hwy 1

Fergus Falls, MN 56537

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
BASE BID										
1.	PLANS	Lift Station Rehabilitation - General	LSUM	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.	PLANS	Wastewater Pumps	ALLOW	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3.	99600.0000	Wet Well Coatings - Selective Full Repair	SF	300	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4.	99600.0000	Wet Well Coatings - Holiday Testing, Surface Preparation, Maintenance Overcoat	SF	3035	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				TOTAL		\$0.00		\$0.00		\$0.00
Contract No. 1: Optional Alternate - Add Mechanical and Electrical Work to General Construction										
A1	10000.0000	Lift Station Rehabilitation -Plumbing & HVAC	LSUM	1	\$0.00	\$0.00		\$0.00		\$0.00
A2	10000.0000	Lift Station Rehabilitation - Electrical	LSUM	1	\$0.00	\$0.00		\$0.00		\$0.00
				TOTAL		\$0.00		\$0.00		\$0.00
Contract No. 2: Mechanical Construction										
5.	230500.0000	Lift Station Rehabilitation - Plumbing & HVAC	LSUM	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				TOTAL		\$0.00		\$0.00		\$0.00
Contract No. 3: Electrical Construction										
6.	260000.0000	Lift Station Rehabilitation - Electrical	LSUM	1	\$415,209.00	\$415,209.00	\$417,000.00	\$417,000.00	\$464,084.00	\$464,084.00
				TOTAL		\$415,209.00		\$417,000.00		\$464,084.00

NOTICE OF AWARD

Date of Issuance:

Owner:	City of West Fargo	Owner's Project No.:	1351
Engineer:	Moore Engineering, Inc.	Engineer's Project No.:	30076
Project:	Sanitary Sewer System Rehabilitation & Incidentals (SA-27)		
Contract Name:	Project No. 1351		
Bidder:	ICS, Inc		
Bidder's Address:	2500 State Mill Road Grand Forks, ND 58203-1504		

You are notified that Owner has accepted your Bid dated August 28, 2025 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Project No. 1351; Sanitary Sewer System Rehabilitation & Incidentals (SA-27).

The Contract Price of the awarded Contract is **\$1,446,400.00**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

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

☐ Drawings will be delivered separately from the other Contract Documents.

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

1. Deliver to Owner three counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

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

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of West Fargo

By (*signature*):

Name (*printed*): Bernie L. Dardis

Title: President of the Board of City Commissioners

Copy: Engineer

NOTICE OF AWARD

Date of Issuance:

Owner:	City of West Fargo	Owner's Project No.:	1351
Engineer:	Moore Engineering, Inc.	Engineer's Project No.:	30076
Project:	Sanitary Sewer System Rehabilitation & Incidentals (SA-27)		
Contract Name:	Project No. 1351		
Bidder:	CC Steel		
Bidder's Address:	5303 Creekview Green Maple Plain, MN 55359		

You are notified that Owner has accepted your Bid dated August 28, 2025 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Project No. 1351; Sanitary Sewer System Rehabilitation & Incidentals (SA-27).

The Contract Price of the awarded Contract is **\$125,000.00**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

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

☐ Drawings will be delivered separately from the other Contract Documents.

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

1. Deliver to Owner three counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

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

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of West Fargo

By (*signature*):

Name (*printed*): Bernie L. Dardis

Title: President of the Board of City Commissioners

Copy: Engineer

NOTICE OF AWARD

Date of Issuance:

Owner:	City of West Fargo	Owner's Project No.:	1351
Engineer:	Moore Engineering, Inc.	Engineer's Project No.:	30076
Project:	Sanitary Sewer System Rehabilitation & Incidentals (SA-27)		
Contract Name:	Project No. 1351		
Bidder:	JDP Electric		
Bidder's Address:	803 28th Street S Fargo, ND 58103		

You are notified that Owner has accepted your Bid dated August 28, 2025 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Project No. 1351; Sanitary Sewer System Rehabilitation & Incidentals (SA-27).

The Contract Price of the awarded Contract is **\$381,587.00**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

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

☐ Drawings will be delivered separately from the other Contract Documents.

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

1. Deliver to Owner three counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

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

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of West Fargo

By (*signature*):

Name (*printed*): Bernie L. Dardis

Title: President of the Board of City Commissioners

Copy: Engineer



ENGINEERING DEPARTMENT

2515 6th Street E
West Fargo, ND 58078
701.515.5100
www.westfargond.gov

September 22, 2025

Board of City Commissioners
City of West Fargo
2515 6th Street E
West Fargo, ND

Re: Project No. 1351 – Sanitary Sewer System Rehabilitation & Incidentals (SA-27)

WHEREAS, bids were opened and filed for Project No. 1351 – Sanitary Sewer System Rehabilitation & Incidentals (SA-27) for the City of West Fargo, North Dakota; and

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

NOW THEREFORE, I, Jerrold F. Wallace, do hereby certify as follows:

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

That the following (and/or attached hereto) is a detailed statement of the estimated cost for work described as Project No. 1351 – Sanitary Sewer System Rehabilitation & Incidentals (SA-27) of the City of West Fargo, North Dakota.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 22 day of September, 2025.

Jerrold F. Wallace
ND REG. NO. 27431

A handwritten signature in blue ink that reads "Jerrold F. Wallace".

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



Project No. 1351
Sanitary Sewer System Rehabilitation and Incidentals
West Fargo, ND 58078
Project No. 30076
ENGINEER'S STATEMENT OF ESTIMATED COST

BID ITEM NO. & DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
BASE BID				
1. PLANS Lift Station Rehabilitation - General	LSUM	1	\$890,000.00	\$890,000.00
2. PLANS Wastewater Pumps	ALLOW	1	\$375,000.00	\$375,000.00
3. 99600.00 Wet Well Coatings - Selective Full Repair	LSUM	1	\$200.00	\$200.00
4. 99600.00 Wet Well Coatings - Holiday Testing, Surface Preparation, Maintenance Overcoat	LSUM	1	\$40.00	\$40.00
Contract No. 2: Mechanical Construction				
5. 230500.00 Lift Station Rehabilitation - Plumbing & HVAC	LSUM	1	\$125,000.00	\$125,000.00
Contract No. 3: Electrical Construction				
6. 260000.00 Lift Station Rehabilitation - Electrical	LSUM	1	\$381,587.00	\$381,587.00
Construction Subtotal				\$1,771,827.00
Contingencies (~15%)				\$266,173.00
Total Construction				\$2,038,000.00
Study & Report				\$15,000.00
Design & Construction Administration (8.5%)				\$173,230.00
Additional Consultanting Services				\$145,000.00
Legal & Administration (~5%)				\$100,000.00
City of West Fargo Engineering Fee (1%)				\$18,770.00
TOTAL COST				\$2,490,000.00

Commissioner _____ introduced the following resolution and moved its adoption:

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

WHEREAS, bids have heretofore been received for the making of certain improvements in Project No. 1351 - SA-27 Sanitary Sewer Rehabilitations, Replacements; and Incidentals of the City of West Fargo, North Dakota; and

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

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

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

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

That the fact is and that the minutes show that the Base Project bid of ICS, Inc., in the amount of \$1,446,400.00, is the lowest bid received and that said company is the lowest responsible bidder; that said bid was accompanied by a bidder's bond in the amount of 5% of the bid price and copy of the contractor's license or certificate of renewal thereof and in conformity with the provisions of Chapter 40-29 of the North Dakota Century Code

That the fact is and that the minutes show that the Mechanical bid of CC Steel, in the amount of \$125,000.00, is the lowest bid received and that said company is the lowest responsible bidder; that said bid was accompanied by a bidder's bond in the amount of 5% of the bid price and copy of the contractor's license or certificate of renewal thereof and in conformity with the provisions of Chapter 40-29 of the North Dakota Century Code

That the fact is and that the minutes show that the Electrical bid of JDP Electric, in the amount of \$381,587.00, is the lowest bid received and that said company is the lowest responsible bidder; that said bid was accompanied by a bidder's bond in the amount of 5% of the bid price and copy of the contractor's license or certificate of renewal thereof and in conformity with the provisions of Chapter 40-29 of the North Dakota Century Code

That the Engineer for the City of West Fargo, has made and filed with the Board of City Commissioners of the City of West Fargo a careful and detailed statement of the estimated cost of said work in said Project No. 1351;

That the Base contract for the construction of said project for which advertisement for bids is made, be and the same is hereby awarded to the said ICS, Inc., in the amount of \$1,446,400.00, and that the President of the Board of City Commissioners and the City Auditor are hereby authorized and directed to enter into a contract with the said contractor for the making of the improvements for which advertisement for bids was heretofore made and for which they were the low bidder.

That the Machnical contract for the construction of said project for which advertisement for bids is made, be and the same is hereby awarded to the said CC Steel, in the amount of \$125,000.00, and that the President of the Board of City Commissioners and the City Auditor are hereby authorized and directed to enter into a contract with the said contractor for the making of the improvements for which advertisement for bids was heretofore made and for which they were the low bidder.

That the Electrical contract for the construction of said project for which advertisement for bids is made, be and the same is hereby awarded to the said JDP Electric, in the amount of \$381,587.00, and that the President of the Board of City Commissioners and the City Auditor are hereby authorized and directed to enter into a contract with the said contractor for the making of the improvements for which advertisement for bids was heretofore made and for which they were the low bidder.

Dated: September 22, 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 _____. Upon roll call vote being taken thereon, the following commissioners voted in favor thereof: _____. The following commissioners were absent and not voting: _____. The following commissioners voted nay: _____. The majority having voted aye, the motion was carried and the resolution was duly adopted.



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

Commission President

Bernie Dardis
Primary Portfolio:
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: September 22, 2025

Subject: Improvement District No, 3008 – Meadow Ridge Development
Reconstruction – Phase 1

Action: Approve Engineer's Report and Direct both Plans and
Specifications and Approve Task Order for Basic Services

New Information and Recommendation:

On June 2, 2025, the City Commission directed the Engineer to prepare an Engineer's Report for the reconstruction of a portion of the Meadow Ridge development. A feasibility study was completed by Moore Engineering which was used to complete the Engineer's Report.

The following documents are attached for review/consideration:

- Engineer's Report
- Proposed Improvements Exhibit
- Task Order No. 96-1
- Associated Resolutions

Staff Recommendation: Approve Engineer's Report and Direct both Plans and Specifications and approve Task Order for Basic Services

Background and Project Summary:

The recently completed Core Area Study identified this project as the 2nd highest priority project in the project scoring algorithm as the sanitary sewer is basically flat which if left unattended can cause sewage backups. Public Works continually flush these sanitary sewer lines to keep sewage flowing.

In addition to the sanitary sewer issues, the watermain in this area is asbestos concrete pipe that has reached its design life and needs replacement.

Lastly, in 2023 a study was completed in the Meadow Ridge neighborhood in its entirety. The original intent of that study was to determine the ability for the city to perform a mill & overlay of the neighborhood to extend the life of the roadways, however it was discovered that there are many areas that only have 2" to 4" of asphalt. Due to this, a mill & overlay is not an option and with the age of the utilities the study resulted in a recommendation of a phased reconstruction of the area.

Financial Analysis:

The Core Area Study estimated the costs of this project to be \$5,000,000 which did not include 5th Avenue East located west of 21st Street East. With 5th Avenue East included the project estimate is \$5,680,000. Per the 2024 CIP, it is proposed that 70% of the project is to be paid for utilizing Capital Improvement Sales Tax and 30% of the project costs are proposed to be specially assessed to benefiting properties.

A grant has been applied for to help cover the costs of the replacement of the watermain. This is the same grant that was obtained in the Westwood

neighborhood reconstruction project. If we successfully can secure these grant funds, they would be used to buy down the cost of the project.

Previously Presented Information and Commission Actions:

June 2, 2025 –

- **Staff Recommendation:** Create Improvement District No. 3008, Direct Engineer to prepare Engineer's Report and Approve Task Order No. 96
- **Commission Action:** Commissioner Anderson moved, and Commissioner Jorgensen seconded to approve. No opposition, motion carried.

Improvement District No. 2281:

- On March 18, 2024, the Commission was presented with the results of the Meadow Ridge Mill & Overlay study. In that presentation the findings of the sanitary sewer and watermain issues were noted.
- No formal action was taken.

Engineer's Report

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

Improvement District No. 3008

Meadow Ridge Development Reconstruction – Phase 1

General Nature (Scope)

The recently completed Core Area Study identified this project as the 2nd highest priority project in the project scoring algorithm as the sanitary sewer is basically flat which if left unattended can cause sewage backups. Public Works continually flush these sanitary sewer lines to keep sewage flowing.

In addition to the sanitary sewer issues, the watermain in this area is asbestos concrete pipe that has reached its design life and is in need of replacement.

Lastly, in 2023 a study was completed of the Meadow Ridge neighborhood in its entirety. The original intent of that study was to determine the ability for the city to perform a mill & overlay of the neighborhood to extend the life of the roadways, however it was discovered that there are many areas that only have 2" to 4" of asphalt. Due to this, a mill & overlay is not an option and with the age of the utilities the study resulted in a recommendation of a phased reconstruction of the area.

Purpose

To reconstruct the streets, utilities, sidewalks as necessary and street lighting to current design standards that would have an expected life cycle of 50 years with proper maintenance such as future mill & overlays. Due to PVC being immune to corrosion, the sanitary and water utilities life cycle is estimated to be upwards of 100 years.

Feasibility

The Core Area Study estimated the costs of this project to be \$5,000,000 which did not include 5th Avenue East located west of 21st Street East. With 5th Avenue East included the project estimate is \$5,680,000.

A grant in the amount of \$1,080,000 has been applied for to help cover the costs of the replacement of the watermain. If grant funds are successfully secured, they would be used to buy down the cost of the project. Per the 2024 CIP, it is proposed that 70% of the remaining project cost is to be paid for utilizing Capital Improvement Sales Tax and 30% of the project costs are proposed to be specially assessed to benefiting properties.

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

The special assessment district for this project included all of the properties within the Meadow Ridge Development as shown in the Improvement District Map. Only properties adjacent to the improvements that are receiving direct benefit from the project are proposed to be assessed.

Estimate of Probable Cost

Construction		\$4,230,000
Bid Proposal Items	\$3,381,686.00	
Contingency (~25%)	\$848,314.00	
Consultant (Design/Construction)		\$1,027,550.00
Legal & Administration (~5%)		\$210,950
Bonding (~4%)		\$169,200
City of WF Engineering Fee (~1%)		\$42,300
Total Estimated Cost		\$5,680,000

Source of Funds

Special Assessments	\$1,380,000
DWR Watermain Grant Funds	\$1,080,000
City Funds – Capital Impr. Sales Tax	\$3,220,000
Total	\$5,680,000

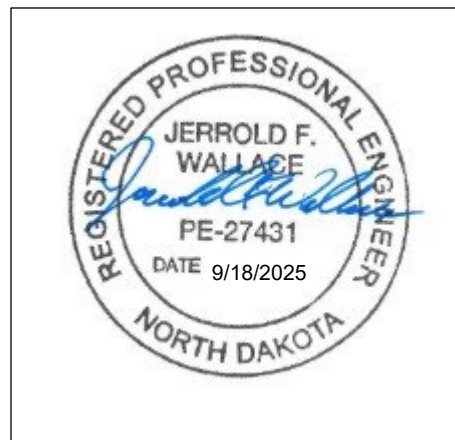
Supporting Documents (available upon request)

- A. Consultant's report
 - a. Itemized Estimate of Probable Cost
 - b. Maps, Drawings, Etc.
 - c. Photos
 - d. Proposed Assessments

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



Jerry Wallace, P.E.
ND Registration No. 27431



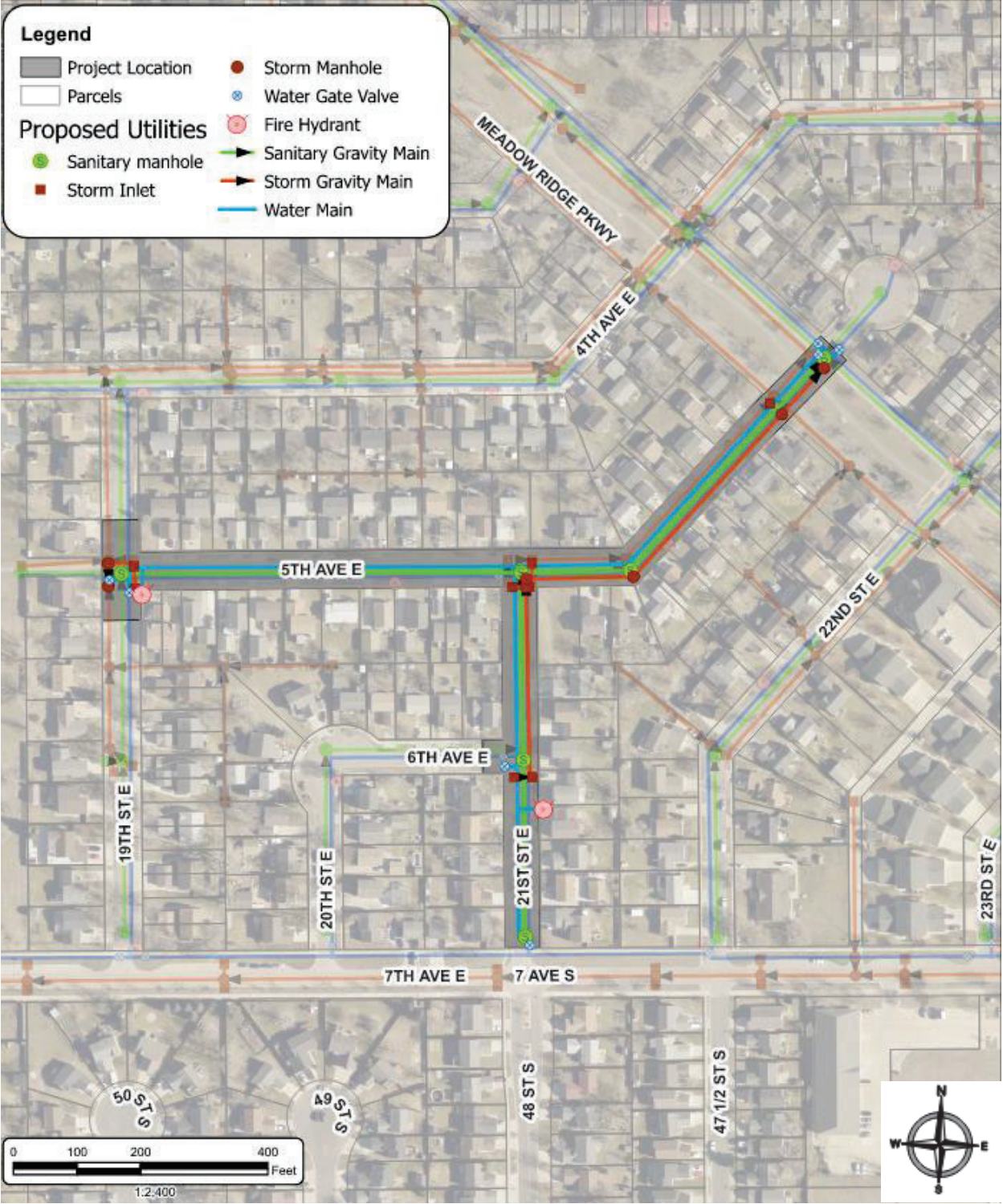


Figure 13: Proposed Improvements for Meadow Ridge Reconstruction – Phase 1

EXHIBIT A to MSA

Task Order for Basic Design & Construction Contract Administration Services and Additional Services

This is Task Order No. 96-1
consisting of 20 pages.

Task Order 96-1

In accordance with Paragraph 9 of the Master Agreement for Professional Services, dated January 1, 2024 and approved by the West Fargo City Commission ("Commission") on December 18, 2023 ("Agreement"), the City of West Fargo ("City") and Moore Engineering, Inc. ("Engineer" or "MEI") agree as follows:

1. Background Data

- a. Effective Date of Task Order: September 11, 2025
- b. Owner: City of West Fargo
- c. Engineer: Moore Engineering, Inc.
- d. Specific Project Title: Improvement Dist. No. 3008
- e. Specific Project Description: Replacement of New Water Supply, Street Reconstruction, and Incidentals.
- f. Specific Project Location: Meadow Ridge Reconstruction - Phase I
- g. Summary of Services: Based upon the anticipated approval of the Engineer's Report on September 22, 2025, the City, at this time, has requested the design and construction related services Task Order necessary to complete the proposed Dist. 3008 project. The proposed improvements will include the reconstruction of sanitary sewer mains, water mains and the entire roadway section including roadway pavement, curb & gutter, and sidewalks. The project will also include the installation of a rehabilitated storm sewer system and upgraded street lighting. Furthermore, right-of-way administration, public outreach, funding administration, special assessment administration, and record drawing administration tasks are required to complete this project.

2. Services of Engineer

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

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

- 1. Engineer shall:

- a. Coordinate a meeting with the Owner to review the project and task order to ensure mutual understanding of the objectives, requirements, schedule, etc. prior to starting work.
- b. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any deliverables executed by other Owner consultants, such as technical data, reports, drawings and specifications, etc. shall be provided to Engineer.
- c. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any deliverables executed by other Owner consultants, such as technical data, reports, drawings and specifications, etc. shall be provided to Engineer.
- d. Provide necessary field surveys, topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data." If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
- e. Visit the Site as needed to prepare the Preliminary Design Phase documents.
- f. Advise Owner if additional reports, data, information, or services are necessary and assist Owner in obtaining such reports, data, information, or services.
- g. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
- h. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
- i. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents.
- j. Obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2018 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

- k. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.
 - l. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.
2. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

B. *Final Design Phase*

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

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

C. Bidding or Negotiating Phase

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

proposals or other construction procurement documents) prior to award of contracts for the Work.

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

D. *Construction Phase*

1. Engineer shall:

- a. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
- b. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
- c. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
- d. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

- e. *Schedules*: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- f. *Baselines and Benchmarks*: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
- g. *Visits to Site and Observation of Construction*: In connection with observations of Contractor's Work while it is in progress:
 - 1) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner for observations requiring their expertise.
 - 2) The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
- h. *Defective Work*: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

- i. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
- j. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs) or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner. Any clarifications, interpretation, or decision shall be provided by the Owner's applicable consultant.
- k. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
- l. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- m. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner. Any reviews, obtaining of information, and preparation of findings, conclusions, and recommendations shall be provided by the Owner's applicable consultant.
- n. *Non-reviewable matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
- o. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
- p. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- q. *Inspections and Tests:*

- 1) Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
- 2) As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
- 3) Pursuant to the terms of the Construction Contract, requires additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

r. *Change Proposals and Claims:*

- 1) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.
- 2) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any pertinent information shall be provided to Engineer.

s. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- 1) Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment setoffs based on the provisions for setoffs stated in the Construction Contract.
- 2) Provide justification on pay items that end up over/under the contract quantity.
- 3) Provide final payment spreadsheet as requested by Owner.

t. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph 2.D.1.p. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

- u. *Substantial Completion*: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion.
 - v. *Final Notice of Acceptability of the Work*: Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit A.1 ("Notice of Acceptability of Work") to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.
 - w. *Standards for Certain Construction-Phase Decisions*: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
2. *Duration of Construction Phase*: The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph 2.B.3, then Construction Phase services may be rendered at different times in respect to the separate contracts.

E. *Commissioning Phase*

1. Engineer shall:
- a. Assist Owner in connection with the adjusting of Specific Project equipment and systems.
 - b. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
 - c. Prepare operation and maintenance manuals.
 - d. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.
 - e. Prepare and furnish to Owner Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor. Record Drawings will be supplied in PDF format.

F. *Additional Design Related Services*

1. Right-of-Way Administration
- a. Continued correspondence and meetings with City and Property Owner(s) for proposed right-of-way and easements necessary to construct the Project.

- b. Prepare any necessary legal descriptions, plats, or other land surveying documents to provide to the Owner's attorney for document preparation.
- c. Participate in negotiation of terms of easement or land acquisition with Property Owner(s).
- d. Participate in coordination of land acquisition process between Owner and Property Owner(s) including document correspondence or other related coordination meetings.
- e. Circulate agreements between City, Attorney and Property Owner.

2. Public Outreach

- a. Correspondence with property owners regarding project phasing and schedule throughout the design, bidding, and construction stages of the project. The correspondence will include phone calls, emails, and written letters.
- b. Prepare property owner correspondence summary log and prepare summary for City documentation.
- c. Support City in drafting defining public project meeting agenda and other meeting materials for public project meeting(s) during design (1 meeting) and construction (1 meeting).
- d. Help define construction impacts including phasing and schedule. Prepare Construction Phasing Exhibit and Construction Schedule for public project meeting(s) (3 meetings).
- e. Support City in compiling content into presentation materials (i.e. PowerPoint presentation, posterboards, handouts, etc.) for public project meeting(s) (3 meetings).
- f. Attend and run public project meetings (2 meetings).

G. *Additional Construction Services*

1. Resident Project Representative

- a. *Resident Project Representative (RPR)*: Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth below. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth below.
 - 1) Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full-time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
 - 2) Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and

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

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

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

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

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

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

- 4) Resident Project Representative shall not:
 - a) Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - b) Exceed limitations of Engineer's authority as set forth in this Agreement.
 - c) Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or any Constructor.
 - d) Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
 - e) Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - f) Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - g) Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 - h) Authorize Owner to occupy the Specific Project in whole or in part

2. Construction Staking

- a. The below list of infrastructure categories defines the standard frequency of which the Engineer will provide construction staking for one time during the project.
- b. Water Mains/ Force Mains
 - 1) Centerline with offsets at 50' intervals
 - 2) Cut stakes to top of pipe with hubs, if plan calls for specified grades
 - 3) Curb Stop Locations
- c. Storm-Sanitary Sewers
 - 1) Centerline stakes with offsets and cuts to inverts at 50' intervals
 - 2) Manholes with offsets
 - 3) Inlets with offsets
 - 4) Wye locations
 - 5) Service ends with grades
- d. Streets
 - 1) Initial dirt grade stakes with lath every 100' and at high and low
 - 2) Subgrade blue tops for centerline and curb and gutter areas if so, specified in construction contract
 - 3) Centerline gravel blue tops if so, specified in construction contract
 - 4) Curb & gutter flow line stakes with offsets every 25'
 - 5) Concrete Paving grade stakes with offset at 25' intervals plus high and low points
- e. Lift Stations (without buildings)
 - 1) Location & elevation of rim and invert centerline of wet well, dry well, and/or check valve manhole.
- f. Buildings
 - 1) Location & elevation of corners of first floor with offsets.
 - 2) Location & elevation of corners of footing with offsets.
- g. Sidewalks/Multi-Use Paths

- 1) Elevation & location of “Outside” finished edge (one edge) of Sidewalk or Multi-Use Path @ 25’ stationing.
- h. Channels/Embankments
 - 1) Centerline cut/fill, daylights, and temporary construction easement limits (every 200’).
 - 2) Culvert alignment, lengths, and invert elevations with offsets.
 - 3) Structure locations and invert elevations with offsets.
- i. Ponds/Lakes
 - 1) Location and elevation of bottom of lake/pond every 200’.
 - 2) Location and elevation of changes in slopes (i.e. hinges) every 200’.
 - 3) Location and elevation of contour defining bottom of planting area used to protect slopes every 200’.
 - 4) Topsoil stripping location every 200’.
 - 5) Three elevation control points.
3. Construction Re-staking
 - a. All construction staking services beyond the defined list above.
4. Defective and Corrective Period/Post-Construction Work
 - a. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas.
 - b. All correspondence and coordination with Owner and Contractor regarding identified defective work as set forth in the Construction Contract Documents including construction staking, field inspection, reviewing contractor submitted corrective action, and contract administration necessary to ensure completion of identified defective work.
 - c. Together with Owner, visit the Project within one month before the end of the Construction Contract’s correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 - d. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified, will terminate twelve months after the commencement of the Construction Contract’s correction period.
5. Construction Schedule Overruns
 - a. Providing Construction Phase services beyond the original bid date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
6. Record Drawing Administration
 - a. Collect survey (“gps”) points of surface infrastructure features, which may include manholes, catch basins, curb stops, valves, hydrants, streetlights and other similar items.

- b. Collect survey ("gps") points of subsurface/3D infrastructure features, which may include approximate center of structure, invert elevations within manholes, air release valve & boxes, or water main gate valve & boxes, and other similar items.
- c. Prepare and furnish to Owner Record Drawings and Record GIS Data showing appropriate record information based on survey ("gps") points illustrating significant changes made to surface infrastructure features in addition to Project annotated record documents received from Contractor.
- d. GIS data will be supplied in shapefile format to be supplied to the City for use within City webmap. The infrastructure records will be modified based on the survey data and reflected accordingly within the GIS files.
- e. Record Drawings will be supplied in DWG and PDF format, and survey ("gps") points will be supplied in CSV format.
- f. Additional Record Drawing deliverables to be prepared in GIS for the following project stages include the following:
 - 1) After Award of Construction Contract
 - 2) After installation of underground utilities
 - 3) After winter shutdown of the construction efforts
 - 4) After the project is ready for final payment completion date
 - 5) Other Owner requested intermediate project stages
- g. Compilation of all record and closeout documentation related to the project.

H. *Additional Funding Services*

1. Special Assessment Administration

- a. Based on proposed infrastructure at specified project stages, prepare (or update) benefitting area maps, assessment benefit methodology and preliminary special assessment allocations based on City Policy at the following project stages:
 - 1) After bid results compiled
 - 2) After Projected Final intermediately completed during construction (as directed by Owner)
 - 3) Final map and allocation spreadsheet with Final Costs provided by City.
- b. As directed by the Owner, prepare presentation documents and attend meetings with the Special Assessment Commission and/or Board of City Commissioners.
 - 1) Task order includes two Special Assessment Commission meetings and one meeting with the City Commission.
- c. Provide public communications as directed regarding special assessments for the improvement(s) related to this Task Order.
- d. Provide funding administrative support services related to any requirements identified specifically by funding sources affecting special assessment allocations.

2. Funding Administration - General

- a. Respond to additional questions from NDDEQ in regard to CWSRF & DWSRF loan applications.
- b. Additional coordination effort to compile all SRF requirements within bidding documents.

- c. Additional coordination effort to compile all SRF after-bid documents for submittal to NDDEQ.
 - d. Continued city coordination & correspondence throughout SRF funding process associated with Dist. 3008 project.
 - e. Project Management.
3. DWR Reimbursement Assistance
- a. Continued additional miscellaneous agency coordination and preparation of reimbursement requests during construction phase of project. This will include the preparation of each reimbursement application with the assumption of approximately (4) reimbursement requests.

3. City's Responsibilities

City shall have those responsibilities as follows:

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

4. Task Order Schedule

In addition to any schedule provisions provided in the Services of Engineer or elsewhere, the parties shall meet the following schedule:

- A. The anticipated start date for these services is upon execution of the Task Order or as specified below.
- B. The services covered by the Basic Design and Construction Contract Administration Services will terminate twelve months after the commencement of the Construction Contract's correction period.

5. Payments to Engineer

- A. City shall pay Engineer for services rendered under this Task Order as follows:
 - a. Compensation for services outlined in the Preliminary Design, Final Design, Bidding or Negotiation, Construction, and Commissioning Phases shall be made according to the following table:

Project Type	Preliminary Design, Final Design, Bidding or Negotiation Phases (%)	Construction, and Commissioning Phases
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	of Final Construction Contract Value plus value of any alternates designed but not constructed)	(% of Final Construction Contract Value)
All other projects	5.00%	3.5%
Estimated Value of Final Construction Contract		\$4,230,000.00
Estimated Compensation based on 8.5% of Construction		\$359,550.00
TOTAL TASK ORDER (TO 96-1)		\$772,500.00

- b. Compensation for services defined in the Scope of Work as Additional Services shall be on a Time and Material basis in accordance with the Standard Hourly Rates provided to the Owner on an annual basis.
- c. Compensation for services referenced in Exhibit A are summarized in the following table(s).

TASK CATEGORY & TASK	TASK ORDER NO.	TASK ORDER FEE (\$)	INCREASED FEE (\$)	MAXIMUM FEE (\$)
Study & Report Services				
Feasibility Study	96	\$68,000		\$68,000
Additional Funding Services				
Special Assessment Administration	96 96-1	\$10,000	\$10,000	\$20,000
Funding Administration - General	96 96-1	\$20,000	\$10,000	\$30,000
DWR Reimbursement Assistance	96 96-1	\$7,000	\$8,000	\$15,000
Additional Design Related Services				
Private Utility Administration	96	\$5,000		\$5,000
Right-of-Way Administration	96 96-1	\$15,000	\$5,000	\$20,000
Public Outreach	96 96-1	\$5,000	\$10,000	\$15,000
Additional Construction Services				
Resident Project Representative	96-1		\$300,000	\$300,000
Construction Staking	96-1		\$50,000	\$50,000
Record Drawing Administration	96-1		\$20,000	\$20,000
ADDITIONAL {AMENDED} SERVICES SUBTOTAL (TO 96-1)			\$413,000	
ADDITIONAL {AMENDED} SERVICES SUBTOTAL (All TO's)		\$130,000	\$413,000	\$543,000

- B. Engineer may alter the distribution of compensation between individual phases of the work noted in this Task Order and Task Order Amendments, to be consistent with services actually rendered, but shall not exceed the appropriate percentage of Final Construction plus the total Maximum Fee as defined herein.

Services to be Provided	Estimated Compensation
Additional Services Subtotal	\$543,000.00
Estimated Compensation based on 8.5% of Construction	\$359,550.00
TOTAL ESTIMATED COMPENSATION UNDER ALL TASK ORDERS (LIST ALL 96 96-1)	\$902,550.00

- C. The terms of payment are set forth in Paragraphs 15 and 16 of the Agreement.

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

- a. None.

7. Other Modifications to Agreement and Exhibits:

- a. None.

8. Attachments:

- a. None.

9. Other Documents Incorporated by Reference:

- a. None

10. Terms and Conditions

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

The Effective Date of this Task Order No. 96-1 is September 11, 2025.

CITY: City of West Fargo

ENGINEER: Moore Engineering, Inc.

By: _____

By:  _____

Print Name: Dan Hanson, PE

Print Name: Lee T. Beauvais, PE (ND, MN)

Title: Senior Director of Community and Development Services

Title: Chief Production Officer

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Jerrold Wallace, PE

Name: Matt Prochniak, PE

Title: City Engineer

Title: Project Manager

Address: 2515 6th Street E.
West Fargo, ND 58078

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

E-Mail Address: Jerry.Wallace@westfargond.gov

E-Mail Address: matt.prochniak@mooreengineeringinc.com

Phone: (701) 515-5050

Phone: (701) 282-4692

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING ENGINEER'S REPORT

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, North Dakota, that the report of the Engineer for the City of West Fargo as to the general nature, purpose and feasibility along with an estimate of the probable cost of the work has been filed with this Board and that the same is hereby approved for Improvement District 3008 – New Water Supply, Sewerage, Street Systems, and Incidentals.

Dated: September 22, 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 _____. Upon roll call vote being taken thereon, the following commissioners voted in favor thereof: _____. The following commissioners were absent and not voting: _____. The following commissioners voted nay: _____. The majority having voted aye, the motion was carried and the resolution was duly adopted.

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION DIRECTING ENGINEER
TO PREPARE PLANS AND SPECIFICATIONS

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, deeming it necessary to make certain improvements consisting of reconstructing water main, sanitary sewer, storm sewer, streets, and other essential infrastructure necessary to service the properties in connection with the above specified improvem, be constructed and made in Improvement District No. 3008 – New Water Supply, Sewerage, Street Systems, and Incidentals of the City of West Fargo, the City hereby directs Jerry Wallace, the Engineer for the City of West Fargo and being a competent engineer, to prepare plans and specifications for such work.

Dated: September 22, 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 _____. Upon roll call vote being taken thereon, the following commissioners voted in favor thereof: _____. The following commissioners were absent and not voting: _____. The following commissioners voted nay: _____. The majority having voted aye, the motion was carried and the resolution was duly adopted.

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

**RESOLUTION AUTHORIZING PARTICIPATION IN
OPIOID BANKRUPTCY PLAN SETTLEMENT**

WHEREAS, the State of North Dakota, North Dakota counties and cities, and their people have been harmed by misconduct committed by Purdue Pharma LP (“Purdue”) and its owners, the Sacklers, in the manufacturing, marketing, promoting, distributing, and dispensing of opioids; and

WHEREAS, following the filing of lawsuits against Purdue for its misconduct, Purdue petitioned for bankruptcy relief and has proposed a Chapter 11 plan of reorganization that includes the settlement of claims against Purdue and the Sacklers held by governmental entities; and

WHEREAS, the settlement proposes the creation of a trust, which will provide funds to governmental entities impacted by the misconduct of Purdue and the Sacklers; and

WHEREAS, the State of North Dakota has elected to participate in the settlement, and the City of West Fargo has now been identified as eligible to participate in the settlement if it elects to opt in; and

WHEREAS, it is in the best interests of the City and of its residents that the City opt in and participate in the Purdue bankruptcy settlement.

NOW, THEREFORE, be it resolved by the City Commission of the City of West Fargo as follows:

1. Participation in the Purdue opioid bankruptcy settlement promotes the public health, safety, and welfare of the residents of the City.
2. The City supports and opts in to the Purdue opioid bankruptcy settlement.
3. City staff is hereby authorized to take such measures as necessary to participate in the Purdue opioid bankruptcy settlement.

Dated: _____, 2025.

APPROVED:

President of the Board of City of
Commissioners

ATTEST:

Dustin T. Scott, City Administrator