



Meeting Items

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
- D. Approve Order of Agenda
- E. Approval of Minutes -- January 19, 2026
- F. Building Permits

Consent Agenda - Approve the Following:

- a. Bills
- b. Improvement District No. 2265 – 9th St & 7th Ave NE Reconstruction
 - Adopt Resolution Approving Contract and Contractor’s Bond and Authorize Notice to Proceed
- c. Improvement District No. 3008 – Meadowridge Development Reconstruction – Phase 1
 - Approve Plans and Specifications and Direct Advertisement for Bids
- d. Games of Chance for West Fargo Packer Backers at Stage West on March 27, 2026
- e. Games of Chance for Brothers Keepers MC Centralia at Hooligans on August 1, 2026

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. Proclamation for 100th Anniversary of Scouting America Troop 213 -- Bernie Dardis, Commission President
- 3. Public Hearings (each item will adjourn out of regular meeting into a public hearing)
 - a. PILOT incentive request and Public Hearing for MARKAR LLP (DBA Sandy’s Donuts)
- 4. Project No. 2293 – 9th Street NE – Grade Separation -- Dan Hanson, Sr. Director of Community & Development
 - Direct and Approve Engineer’s Report and Direct Engineer to prepare Plans and Specifications
- 5. 26th St NW and 7th Ave NE – Rail Crossing Subsurface Replacement -- Jerry Wallace, City Engineer
 - Authorize Entering into a Cost Share Agreement with BNSF
- 6. City Administrator’s Report -- Dustin Scott, City Administrator
- 7. Correspondence
- 8. Non-Agenda Items
- 9. 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, January 19, 2026.

B. Pledge of Allegiance

The Pledge of Allegiance was recited.

C. Roll Call

Commissioner Rory Jorgensen – present via Teams; 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 Zundel moved and Commissioner Anderson seconded to approve 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 -- January 5, 2026

Commissioner Anderson moved and Commissioner Olson seconded to approve the minutes of January 5, 2025. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve the minutes of January 5, 2025, was declared carried.

F. Building Permits

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

Consent Agenda - Approve the Following:

a. Bills

b. Improvement District No. 1356 – Brookwood Meter Pit

- Approve Plans and Specifications and Direct AD for Bids

c. Project No. 2284 – 2026 HSIP Intersections – Turn Lane Realignment

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

d. Improvement District No. 6062 – 2026 Sidewalk Improvements

- Approve Plans and Specifications and Direct Ad for Bids

e. Improvement District No. 2265 – 9th St & 7th Ave NE Reconstruction

- Approve Land Lease and Purchase Agreements

f. Project No. 2293 – 9th St NE Grade Separation

- Approve Access Easement Agreement



- g. Grant Funding Opportunities (2)**
 - **Authorize Staff to Apply for Grant Funding (Beaton Drive and 13th Avenue Reconstruction)**
- h. Appointment of John Mayer to the West Fargo Airport Authority Board**
- i. Appointment of Joseph Haj to the Planning & Zoning Commission**
- j. A24-32 Hope Lutheran Addition, modification to subdivision improvement agreement**
- k. Gaming Site Authorization for RMEF (Rocky Mountain Elk Foundation) at the West Fargo Conference Center**
- l. Games of Chance for Patriot Tour of the Flag**
- m. Games of Chance for The American Legion Department of North Dakota at The American Legion Department of North Dakota**

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

Regular Agenda

1. Public Comment

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

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

There was no one from the public signed up to speak during this time.

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

There were no public hearings.

3. Second Reading of A25-23 Meyer's 2nd Addition, request for approval of zone change from R-2 to C -- Aaron Nelson, Director of Planning and Zoning

Commissioner Olson moved and Commissioner Anderson seconded to approve the Second Reading of A25-23 Meyer's 2nd Addition, request for approval of zone change from R-2 to C. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve Second Reading of A25-23 Meyer's 2nd Addition, request for approval of zone change from R-2 to C, was declared carried.



4. Land Acquisition from Cass County – Jerry Wallace, City Engineer

• Approve Land Acquisition from Cass County

Commissioner Zundel moved and Commissioner Jorgensen seconded to approve Land Acquisition from Cass County. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve Land Acquisition from Cass County, was declared carried.

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

6. Correspondence

There were no correspondence.

7. Non-Agenda Items

There were no non-agenda items.

8. Adjourn

Commissioner Zundel 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, was declared carried.

**WEST FARGO CITY COMMISSION MEETING
BUILDING DEPARTMENT ACTIVITY REPORT
02/02/2026**

	01/16/2026 Thru 01/30/2026			YEAR TO DATE		
	# PERMITS	# UNITS	VALUATION	# PERMITS	# UNITS	VALUATION
<u>BUILDING NEW</u>						
COMMERCIAL	1		\$ 5,541,450.00	1		\$ 5,541,450.00
RESIDENTIAL DWELLING						
RESIDENTIAL TWINHOME						
RESIDENTIAL TOWNHOME						
RESIDENTIAL MULTIPLE						
PUBLIC						
CHURCH						
ACCESSORY	2		\$ 6,000.00	3		\$ 8,000.00
FOUNDATION ONLY						
<u>BUILDING REMODEL</u>						
COMMERCIAL	1		\$ 45,000.00	1		\$ 45,000.00
RESIDENTIAL	2		\$ 129,900.00	4		\$ 304,900.00
PUBLIC						
CHURCH						
ACCESSORY						
<u>BUILDING OTHER</u>						
DEMOLITION						
MOVE						
PERMIT CANCELLATION						
TOTALS	6	0	\$ 5,722,350.00	9	0	\$ 5,899,350.00

**WEST FARGO CITY COMMISION MEETING
Building Department Report - Summary**

NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
260026	Remodeling by Foss, Inc.	835 23 AVE E	STAYSHARPE REAL ESTATE	\$ 45,000.00	Remodel - Commercial - Demo and Build Exam Rooms
260027	Lyons Roofing and Construction	1275 MARLYS DR W	BROOKSTONE COMPANIES, LLC	\$ 3,000.00	Accessory - Deck
251020	RAECO Builders LLC	2989 3 AVE NW	LONG CREEK STEEL, LLC	\$ 5,541,450.00	Commercial - New Commercial - Building Shell & Interior Fit-up
260031	Jordahl Custom Homes, Inc.	6097 MARTIN LN W	JORDAHL CUSTOM HOMES, INC	\$ 3,000.00	Accessory - Deck
260045	Red Leaf Custom Homes	1264 MARLYS DR W	RED LEAF CUSTOM HOMES, LLC	\$ 45,900.00	Remodel - Residential - Lower Level Finish
260042	Dustin Murray Construction	1786 Charleswood Estates Dr	BRUCE & ARIN JOHNSON	\$ 84,000.00	Remodel - Residential - Kitchen

**WEST FARGO CITY COMMISSION MEETING
BUILDING DEPARTMENT MONTHLY COMPARISON REPORT
02/02/2026**

	JANUARY 2025			JANUARY 2026		
	# PERMITS	# UNITS	VALUATION	# PERMITS	# UNITS	VALUATION
<u>BUILDING NEW</u>						
COMMERCIAL				1		\$ 5,541,450.00
RESIDENTIAL DWELLING	2	2	\$ 960,800.00			
RESIDENTIAL TWINHOME						
RESIDENTIAL TOWNHOME						
RESIDENTIAL MULTIPLE						
PUBLIC						
CHURCH						
ACCESSORY	3		\$ 45,116.00	3		\$ 8,000.00
FOUNDATION ONLY						
<u>BUILDING REMODEL</u>						
COMMERCIAL	3		\$ 4,310,000.00	1		\$ 45,000.00
RESIDENTIAL	12		\$ 353,410.00	4		\$ 304,900.00
PUBLIC						
CHURCH						
ACCESSORY	1		\$ 20,000.00			
<u>BUILDING OTHER</u>						
DEMOLITION	1		\$ 5,000.00			
MOVE						
PERMIT CANCELLATION						
TOTALS	22	2	\$ 5,694,326.00	9	0	\$ 5,899,350.00

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
130368	C	4550 ABC LOCK & KEY INC	280.00						
1	01/20/26	LOCK REPAIR	280.00			6020 450000	420		101000
E2590									
130419	C	4550 ABC LOCK & KEY INC	25.00						
1	01/28/26	KEY CUT	25.00			6020 450000	420		101000
E2597									
Total for Vendor:			305.00						
130235	C	289 ACME TOOLS	560.08						
1	01/09/26	FLEXVOLT BATTERY	269.00			6025 450000	432		101000
15617931									
2	01/09/26	SNOW SHOVEL	149.99			6025 450000	432		101000
15617896									
3	01/20/26	LANDYARDS	75.87			6025 450000	639		101000
15665548									
4	01/16/26	HANDLE/CHISEL	65.22			6020 450000	432		101000
15652910									
130259	C	289 ACME TOOLS	405.90						
1	11/05/25	Chain saw chains	392.91			2060 415200	420		101000
15233423									
2	11/05/25	chop saw wheel	12.99			2060 415200	420		101000
15233463									
130306	C	289 ACME TOOLS	3,421.91						
1	01/14/26	#7105 TOOLS	1,015.35			6025 450000	610		101000
15640519									
2	01/15/26	#7105 TOOLS	1,063.55			6025 450000	610		101000
15645698									
3	01/13/26	#7105 TOOLS	1,343.01			6025 450000	610		101000
15635661									

* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
130312	C	289 ACME TOOLS	379.99						
1	01/26/26	#7105 TOOLS	244.00			6025 450000	610		101000
15691799									
2	01/26/26	SPOTLIGHTS	271.98			6025 450000	432		101000
15692191									
3	01/26/26	RETURN	-135.99			6025 450000	432		101000
15694665									
130390	C	289 ACME TOOLS	24.97						
1	01/28/26	LOCKING TOOL LANYARD	24.97			6025 450000	639		101000
15704600									
		Total for Vendor:	4,792.85						
129848	-94888E	3490 AMAZON CAPITAL SERVICES	250.04						
1	12/30/25	Replace eartips for headsets	59.40			1000 414104	497		101000
		1JYF-QHJK-FD9M							
2	12/31/25	Office supplies - Court	190.64			1000 412000	410		101000
		1FNM-43TD-9JYV							
130200	E	3490 AMAZON CAPITAL SERVICES	676.27						
1	01/20/26	Headset/cable - IT	49.94			1000 414104	497		101000
		1MTW-66FX-CCTM							
2	01/02/26	Office supplies - Court	108.94			1000 412000	410		101000
		1JJF-G1HK-7CD3							
3	01/23/26	Wrist rest support - PD	20.98			1000 414104	497		101000
		1J6J-XMR3-NQYV							
4	01/26/26	IT peripherals	387.43			1000 414104	497		101000
		1KJ6-HRNN-N17F							
5	01/29/26	Office supplies - Eng	70.23			1000 414200	410		101000
		17QW-V993-K4PN							
6	01/30/26	Office supplies - Non-Dept	38.75			1000 415000	410		101000
		1XVX-Y6W1-Q1WF							

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
130201	E	3490 AMAZON CAPITAL SERVICES	202.67						
1	12/22/25	Batteries/staple remover - CH 1FDV-7DCQ-M7GD	28.58			1000 415000	410		101000
2	12/22/25	Office supplies - Econ Dev 1XQM-WTGW-M16G	21.68			1000 414102	410		101000
3	12/22/25	Cup storage organizers - CH 199N-66RJ-L3YC	48.46			1000 415000	410		101000
4	12/15/25	Restricted area signs - IT 1XYP-6DKD-KDYD	95.00			1000 414104	497		101000
5	12/19/25	SD card reader - Comm 1196-T6LK-4V4X	8.95			1000 416200	497		101000
130214	E	3490 AMAZON CAPITAL SERVICES	280.00						
1	01/21/26	office cabinet 1JFK-137Q-74CG	280.00			1000 421000	641		101000
130222	E	3490 AMAZON CAPITAL SERVICES	698.08						
1	01/16/26	J BARKER - PANTS 1M3J7K997MWQ	184.02			6010 450200	422		101000
2	01/19/26	DUMPSTER REPAIR 1H37G9L37PGJ	4.96			6010 450200	914		101000
3	01/20/26	OFFICE SUPPLIES 1LL7LRQNNDC	45.71			6025 450000	410		101000
4	01/19/26	#7105 TOOLS 1MGCPYGR9K3M	413.67			6025 450000	610		101000
5	01/16/26	EYEWASH NOZZLE 1LW1M4HL1T7W	49.72			6025 450000	639		101000
130274	E	3490 AMAZON CAPITAL SERVICES	33.06						
1	01/26/26	FD Bunn coffee filters 1Y4L-H97W-GPD4	13.16			2060 415200	500		101000
2	01/26/26	FD 2 mouse pads 1Y4L-H97W-GPD4	19.90			2060 415200	410		101000

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
130288	E	3490 AMAZON CAPITAL SERVICES	205.50						
1	01/26/26	office supplies	56.86			1000 421000	410		101000
		1YL7-K4VQ-LVTN							
2	01/26/26	creamer	32.48			1000 421000	420		101000
		1YL7-K4VQ-LVTN							
3	01/26/26	high gloss coating - ATV	26.19			1000 421000	641		101000
		14L7-X7TM-RL46							
4	01/26/26	keyboard/mouse	89.97			1000 421000	497		101000
		14L7-X7TM-RL46							
130319	E	3490 AMAZON CAPITAL SERVICES	56.80						
1	01/19/26	ICE CLEATS/KNEELER	56.80			1000 455000	639		101000
		1WRKFYMGL7Q6							
130375	E	3490 AMAZON CAPITAL SERVICES	154.62						
1	01/28/26	pens	16.49			1000 421000	410		101000
		19H7-MF1V-C3JY							
2	01/28/26	under cabinet lighting	18.89			1000 421000	641		101000
		19H7-MF1V-C3JY							
3	01/29/26	calculator ink	5.99			1000 421000	410		101000
		13XR-FLWR-39QG							
4	01/29/26	batteries	101.88			1000 421000	420		101000
		13XR-FLWR-39QG							
5	01/29/26	coffee stirrers	11.37			1000 421000	641		101000
		13XR-FLWR-39QG							
6	01/29/26	ergonomic mouse	349.95			1000 421000	497		101000
		111-9669068-8089863							
7	01/29/26	cancel order - no delivery	-349.95			1000 421000	497		101000
		1XF3-L7D1-VYV6							
130401	E	3490 AMAZON CAPITAL SERVICES	499.00						
1	01/28/26	COMMUNICATION EARMUFFS	499.00			2210 428000	497		101000
		1QMYRCMH9KHY							

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
130405	E	3490 AMAZON CAPITAL SERVICES	66.33						
1	01/29/26	ergonomic mouse	66.33			1000 421000	497		101000
		1KTD-91ND-CVPW							
130409	E	3490 AMAZON CAPITAL SERVICES	559.64						
1	01/29/26	equipment for less lethal	559.64			1000 421000	641		101000
		1KTD-91ND-K4BG							
130422	E	3490 AMAZON CAPITAL SERVICES	71.88						
1	01/26/26	SPRAY HEAD ASSY	71.88			1000 455000	420		101000
		1X3CJG4XQ7F4							
		Total for Vendor:	3,753.89						
129811	-94655E	5229 AMB INVESTMENTS, LLC	47,700.00						
		New City Hall / Satellite Library							
1	01/01/26	Jan 2026 Lease - City Hall	44,922.57			1001 415000	389		101000
2	01/01/26	Jan 2026 Lease - Satellite Lib	2,777.43			7000 411600	389		101000
		Total for Vendor:	47,700.00						
130271	C	317 AMERICAN WELDING & GAS, INC.	323.76						
1	01/19/26	FD 4-Cylinders Oxygen	323.76			2060 415200	424		101000
		0011396799							
		Total for Vendor:	323.76						
130217		1139 APWA MEMBERSHIP RENEWAL	844.00						
		APRIL 1, 2026 - MARCH 31,2027							
1		APWA MEMBERSHIP	844.00			1000 450000	667		101000
		916178							
		Total for Vendor:	844.00						
130204	-94672E	4672 ASURE PAYROLL TAX MANAGEMENT	277,757.93						
		01/23/2026 Payroll							
1	01/23/26	Social Security	130,025.10			1000 212501			101000
2	01/23/26	Medicare	30,409.12			1000 212502			101000
3	01/23/26	Federal Income Tax	106,357.71			1000 212503			101000
4	01/23/26	ND State Tax	5,449.00			1000 212504			101000

* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
5	01/23/26	MN State Tax	5,517.00			1000 212505			101000
130205	-94662E	4672 ASURE PAYROLL TAX MANAGEMENT	24,768.96						
	01/23/2026	Payroll - Parks							
1	01/23/26	Social Security - Parks	13,383.60			8000 453000	110		101000
2	01/23/26	Medicare - Parks	3,130.24			8000 453000	110		101000
3	01/23/26	Federal Income Tax - Parks	7,503.12			8000 453000	110		101000
4	01/23/26	ND State Tax - Parks	330.00			8000 453000	110		101000
5	01/23/26	MN State Tax - Parks	422.00			8000 453000	110		101000
		Total for Vendor:	302,526.89						
130228	C	2931 AUTO VALUE PARTS STORES	87.61						
1	01/13/26	FILTERS	33.43			1000 421000	427		101000
	99378944								
2	01/06/26	FILTERS	19.23			1000 421000	427		101000
	99377713								
3	01/14/26	#7105 TOOLS	34.95			6025 450000	610		101000
	99379241								
130280	C	2931 AUTO VALUE PARTS STORES	437.42						
1	01/20/26	1/4 FEM BODY	47.96			1000 455000	433		101000
	99380134								
2	01/16/26	QT PM SAE30	10.98			1000 455000	433		101000
	99379707								
3	01/15/26	#4014 SPOOL CABLE	159.00			6010 450200	610		101000
	99379516								
4	01/12/26	STARTER SOLENOID	27.39			1000 430000	427		101000
	99378822								
5	01/20/26	HD FUEL FLEET	158.52			6010 450200	427		101000
	99380075								
6	01/20/26	FILTERS	19.17			6025 450000	427		101000
	99380076								
7	01/20/26	FILTERS	14.40			1000 421000	427		101000
	99380073								

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
130417	C	2931 AUTO VALUE PARTS STORES	324.69						
1	01/20/26	FILTERS	6.69			1000 415000	427		101000
93380078									
2	01/16/26	#4014/4075 SPOOL CABLE	318.00			6010 450200	610		101000
99379649									
130429	C	2931 AUTO VALUE PARTS STORES	183.92						
1	10/28/25	OIL	183.92			1000 421000	427		101000
99366918									
		Total for Vendor:	1,033.64						
130358	C	5693 BADGER CHEVROLET LLC	62,741.00						
1	01/07/26	#7105 2025 CHEVROLET 3500H	62,741.00			6025 450000	610		101000
5733									
130359	C	5693 BADGER CHEVROLET LLC	67,944.00						
1	01/07/26	#4075 2024 CHEVROLET 4500	67,944.00			6010 450200	610		101000
5732									
130360	C	5693 BADGER CHEVROLET LLC	63,359.00						
1	01/07/26	#2025 2025 CHEVROLET 3500	63,359.00			6020 450000	610		101000
5734									
130361	C	5693 BADGER CHEVROLET LLC	69,402.00						
1	01/07/26	#3104 2025 CHEVROLET 3500	69,402.00			1000 430000	610		101000
5736									
130362	C	5693 BADGER CHEVROLET LLC	60,231.00						
1	01/07/26	#4014 2025 CHEVROLET 3500	60,231.00			6010 450200	610		101000
5735									
		Total for Vendor:	323,677.00						
130275	C	3149 BEE SEEN GEAR	3,822.03						
1	12/19/25	FD 25 K Frost New Uniform	323.00			2060 415200	422		101000
72884									
2	12/22/25	FD 25 M Berg New Uniform	125.18			2060 415200	422		101000
73029									

* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
3 73061	12/23/25 FD 25 M Breiland Uniform		327.98			2060 415200	422		101000
4 73069	12/30/25 FD 25 J Dick New Hire		443.98			2060 415200	422		101000
5 73070	12/23/25 FD 25 M O'Bryant New Uniform		128.98			2060 415200	422		101000
6 73072	12/23/25 FD 25 D Vetsch Pants		99.00			2060 415200	422		101000
7 73086	12/23/25 FD 25 C Cvancara New Uniform		210.00			2060 415200	422		101000
8 73102	12/23/25 FD 25 B Gaugler New Uniform		150.00			2060 415200	422		101000
9 73146	12/30/25 FD 25 N Sahr New Uniform		298.98			2060 415200	422		101000
10 73243	12/30/25 FD 25 M Obach Pants		90.00			2060 415200	422		101000
11 73720	01/15/26 FD 26 L Nesvold New Uniform		340.97			2060 415200	422		101000
12 73750	01/16/26 FD 26 M Berg New Uniform		165.99			2060 415200	422		101000
13 73770	01/19/26 FD 26 D Nerud New Uniform		169.00			2060 415200	422		101000
14 73833	01/20/26 FD 26 J Dick New Uniform		131.99			2060 415200	422		101000
15 73915	01/23/26 FD 26 T Matelski New Uniform		326.98			2060 415200	422		101000
16 73917	01/23/26 FD 26 A Olson 3 LS Shirts		87.00			2060 415200	422		101000
17 73900	01/22/26 FD 26 T Clark New Uniform		403.00			2060 415200	422		101000
		Total for Vendor:	3,822.03						
130307 1 105493	C 36 BERT'S TRUCK EQUIPMENT 01/22/26 CUTTING EDGES		4,061.25 4,061.25			1000 430001	381		101000

* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
130344	C	36 BERT'S TRUCK EQUIPMENT	175.95						
1	01/22/26	WING RETURN SPRINGS	175.95			1000 430001	381		101000
105495									
		Total for Vendor:	4,237.20						
130199		999999 BETTY HELLER	275.33						
		Refund credit balance on account							
		1743 6th St E							
		Acct #34288							
1	01/20/26	UB Refund	275.33			6020 214100			101000
		Acct #34288							
		Total for Vendor:	275.33						
130194	-94679E	3552 BLUE CROSS BLUE SHIELD OF ND	417,273.50						
		January 2026 Premium - Med/Dental/Vision							
1	01/05/26	January 2026 Premium	417,273.50			1000 212539			101000
		260105474335							
		Total for Vendor:	417,273.50						
130438	C	3489 BOLTON & MENK, INC	28,245.50						
1	0385551	01/27/26 Project 2279	24,219.00			4802 480000	418		101000
		0385551							
2	0385550	01/27/26 Traffic Signal Timing	4,026.50			1000 430000	487		101000
		0385550							
		Total for Vendor:	28,245.50						
130260		3512 BOUND TREE MEDICAL, LLC	834.25						
1	01/12/26	FD Medical Supplies	834.25			2060 415200	500		101000
		86058575							
		Total for Vendor:	834.25						
130232	C	652 BRENCO CORPORATION	161.48						
1	01/12/26	NOZZLE/WAND O RING KIT	23.03			6025 450000	432		101000
		0179718-IN							
2	01/16/26	WAND/SOCKET	43.95			6025 450000	420		101000
		0179965-IN							

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
3	01/15/26	UNDERCARRIAGE CLEANER 0179957-IN	94.50			6025 450000	420		101000
130398	C	652 BRENCO CORPORATION	22.45						
1	01/12/26	SEAL 0179721-IN	22.45			6020 450000	420		101000
130423	C	652 BRENCO CORPORATION	133.02						
1	01/26/26	SQUEEGEE 0180341-IN	133.02			1000 455000	420		101000
Total for Vendor:			316.95						
130283		4885 BRENDA HIEB	28.00						
1	01/26/26	travel reimb x2	28.00			1000 421000	340		101000
Total for Vendor:			28.00						
130227		3892 BURGGRAF'S ACE FARGO WEST #17458	17.97						
1	01/15/26	SPRAY PAINT 4724	17.97			6020 450000	433		101000
130313		3892 BURGGRAF'S ACE FARGO WEST #17458	15.69						
1	01/26/26	KEYS/LOCKS 4749	50.62			6025 450000	420		101000
2	01/28/26	KEYS - RETURNED C79570	-34.93			6025 450000	420		101000
Total for Vendor:			33.66						
130192	C	351 BUSINESS ESSENTIALS	266.94						
1	WO-1377687	01/15/26 Copy Paper - CH WO-1377687-1	266.94			1000 415000	410		101000
130404	C	351 BUSINESS ESSENTIALS	170.17						
1	01/27/26	copy paper WO-1379267	170.17			1000 421000	410		101000
Total for Vendor:			437.11						

* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
130333	C	39 BUTLER MACHINERY	663.08						
1	01/22/26	HARDWARE	105.00			1000 430001	381		101000
		00PS0675061							
2	01/22/26	RENTAL LOADER - PINS	558.08			1000 430001	427		101000
		00PS0675060							
130426	C	39 BUTLER MACHINERY	3,457.82						
1	01/27/26	#4008 VALVE	3,457.82			6010 450200	427		101000
		00PS0675308							
		Total for Vendor:	4,120.90						
130373		1355 CASS COUNTY GOVERNMENT	5,381.49						
1	12/31/25	Dec 2025 jail housing	5,185.00			1000 421000	398		101000
		INV012603							
2	12/31/25	Dec 2025 medical	26.49			1000 421000	398		101000
		INV012592							
3	12/31/25	Dec 2025 detox	170.00			1000 421000	398		101000
		INV012602							
		Total for Vendor:	5,381.49						
130334		46 CASS RURAL WATER USERS	31.73						
1	01/25/26	6482 - WF Airport Water	31.73			7050 500000	420		101000
		6482 Jan 2026							
		Total for Vendor:	31.73						
130395	C	1512 CDW GOVERNMENT, INC	4,114.10						
1	09/01/25	sept 2025	2,868.18			1000 421000	497		101000
		Quote PPPK606							
2	10/01/25	oct 2025	1,245.92			1000 421000	497		101000
		Quote PPPK606							
		Total for Vendor:	4,114.10						
130433		1623 CENGAGE GALE	6,016.76						
1	11/10/25	1/1/26-12/31/26 RENEWAL	6,016.76			7000 411600	650		101000
		999101703904							
		Total for Vendor:	6,016.76						

* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
130195		111 CITY OF FARGO	28,529.71						
1	494066 12/24/25 Paratransit Rides - Nov 2025		28,529.71			1000 415000	376		101000
	494066								
130276		111 CITY OF FARGO	1,423.80						
1	LANDFILL FEES - INVOICE CORREC		1,423.80			6010 450200	355		101000
	494440								
130299		111 CITY OF FARGO	52,333.84						
1	01/21/26 LANDFILL FEES		25,052.10			6010 450200	355		101000
	495306								
2	01/14/26 LANDFILL FEES		27,281.74			6010 450200	355		101000
	495094								
		Total for Vendor:	82,287.35						
130285		C 3622 CLEARVIEW AI INC	5,495.00						
	1/20/2026 to 1/19/2027								
1	01/23/26 annual subscription		5,495.00			1000 421000	497		101000
	2B410AC5-1408								
		Total for Vendor:	5,495.00						
130315		C 5293 COLUMN SOFTWARE PBC	66.12						
1	01/20/26 ND BIDS/PROPOSALS		66.12			6010 450200	870		101000
	CBBC1442-0140								
		Total for Vendor:	66.12						
130389		E 229 CONSOLIDATED COMMUNICATIONS	95.00						
1	01/15/25 SCADA BACKUP @ PD		95.00			6025 450000	527		101000
	701-150-0691/0								
		Total for Vendor:	95.00						
130317		4108 CONSOLIDATED ELECTRICAL	70.52						
1	01/16/26 SALT SHACK CAMERAS		70.52			1000 455000	497		101000
	2348-1107777								
		Total for Vendor:	70.52						

* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
130294		3245 CORE & MAIN	25,804.02						
1	01/19/26	BUSHINGS	103.14			6025 450000	439		101000
9428									
2	01/22/26	BALL VALVES/NIPPLES/BUSHINGS	461.93			6025 450000	825		101000
22275									
3	01/13/26	HYD ALPHA 3W	24,008.95			6020 450000	438		101000
9016									
4	01/15/26	BERMAD COMBARV P/N	1,230.00			6025 450000	439		101000
21738									
130305		3245 CORE & MAIN	1,974.86						
1	01/19/26	COUPLING/HYD SEAT/VALVE/OIL	1,974.86			6020 450000	438		101000
9341									
		Total for Vendor:	27,778.88						
130416		47 CORWIN CHRYSLER DODGE JEEP RAM	310.40						
1	01/27/26	#8016 SEAT BELT	310.40			1000 415000	427		101000
179421									
		Total for Vendor:	310.40						
130273		3500 CUMMINS SALES AND SERVICE	3,651.14						
1	01/12/26	FD E-76 A/C Compressor	3,651.14			2060 415200	427		101000
E8-260124102									
		Total for Vendor:	3,651.14						
130261		859 DAKOTA ELECTRIC CONSTRUCTION CO	300.00						
1	01/20/26	FD St 76 Replace Garage Light	300.00			2060 415200	494		101000
45075									
		Total for Vendor:	300.00						
130221	C	4059 DAKOTA FENCE	560.00						
1	01/22/26	TS GATE REPAIR	560.00			6010 450200	420		101000
173031									
		Total for Vendor:	560.00						

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
130407	C	1675 DAKOTA FLUID POWER, INC	238.22						
1	01/27/26	ORINGS	13.59			1000 455000	433		101000
7424965									
2	01/27/26	COUPLINGS	18.37			1000 430000	427		101000
7424985									
3	01/28/26	COUPLINGS	206.26			6010 450200	427		101000
7425184									
		Total for Vendor:	238.22						
130406	C	79 DAKOTA HOSE & FITTINGS	256.88						
1	01/26/26	#7001 BOLTS/HOSE	147.66			6025 450000	427		101000
3229327									
2	01/27/26	VINYL TUBING	139.72			6025 450000	825		101000
3229382									
3	01/28/26	BOLTS - RETURN	-30.50			6025 450000	427		101000
3229391									
		Total for Vendor:	256.88						
130374	C	2514 DAKOTA MAILING & SHIPPING	63.47						
1	01/28/26	sealing solution	63.47			1000 421000	410		101000
87947									
		Total for Vendor:	63.47						
130300	C	624 DAKOTA SUPPLY GROUP	307.66						
1	01/16/26	LIGHT BULBS	307.66			1000 455000	420		101000
S105367878									
130327	C	624 DAKOTA SUPPLY GROUP	946.80						
1	01/22/26	PROJ 9061	823.44			4188 480000	670		101000
S105382548									
2	01/22/26	PROJ 9061	123.36			4188 480000	670		101000
S105383884									
		Total for Vendor:	1,254.46						

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
130262	C	87 DAKOTA TIRE	94.52						
1	01/20/26	FD I-1 Oil Change	66.53			2060 415200	427		101000
962704									
2	01/20/26	FD Flat Tire Repair-lawn tract	27.99			2060 415200	420		101000
962703									
		Total for Vendor:	94.52						
130242	C	5492 DAKTECH	919.00						
1	INV0349702	01/26/26 Micro PC - Planning	919.00			1000 418000	497		101000
		INV0349702							
		Total for Vendor:	919.00						
130418		3326 DIESEL LAPTOPS LLC	1,565.00						
1	01/27/26	CUMMINS INSITE V8 PRO - 12 MON	1,565.00			1000 455000	751		101000
		INV2270703							
		Total for Vendor:	1,565.00						
130325		5442 DOUG STOTZ	117.00						
1		TRAVEL REIMBURSEMENT	117.00			1000 455000	340		101000
		Total for Vendor:	117.00						
130330	C	2225 DTN, LLC	1,056.16						
1	01/20/26	WEATHER SENTRY (JAN & FEB)	1,056.16			1000 450000	497		101000
		210-00262771							
		Total for Vendor:	1,056.16						
130371		5706 EDWARD D JONES & CO CUSTODIAN	356,392.63						
1	01/28/26	Rollover of funds from NY Life	356,392.63			1000 212531			101000
		Acct #79681425-1-8							
		Total for Vendor:	356,392.63						
130324	-94657E	3207 ELLEN ROSSOW	370.00						
		Direct deposit returned by bank due to unable to locate account							
1	01/23/26	Payroll 01.23.26	370.00			7000 411600	110		101000
		Total for Vendor:	370.00						

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
130252	-94669E	4664 EMPOWER (MASS MUTUAL)	5,370.32						
1	01/23/26	Jan 2026 Contributions	5,370.32			1000 212528			101000
		Total for Vendor:	5,370.32						
130286	C	3410 ENGRAPHIX	15.00						
1	01/22/26	1st Quarter name plate	15.00			1000 421000	422		101000
A6506									
		Total for Vendor:	15.00						
130303		3722 ENVIROTECH	29,586.37						
1	01/19/26	ICE SLICER	7,625.17			1000 430000	377		101000
CD202606537									
2	01/19/26	ICE SLICER	7,185.77			1000 430000	377		101000
CD202606538									
3	01/19/26	ICE SLICER	7,381.06			1000 430000	377		101000
CD202606539									
4	01/21/26	ICE SLICER	7,394.37			1000 430000	377		101000
CD202606685									
		Total for Vendor:	29,586.37						
130269	C	4638 EQUIPMENT MANAGEMENT COMPANY	558.00						
1	01/21/26	FD Extraction Equip Repair	558.00			2060 415200	427		101000
66426									
		Total for Vendor:	558.00						
130244	118050S	3547 EQUITABLE UNIT ANNUITY	2,000.00						
1	01/23/26	Deferred Comp Jan 2026	2,000.00			1000 212524			101000
		Total for Vendor:	2,000.00						
130369		2862 ESSENTIA HEALTH - FARGO	802.87						
1	01/28/26	cardiac screening - halverson	48.00			1000 421000	387		101000
890002547.01.2026									
2	01/28/26	cardiac screening - halverson	754.87			1000 421000	387		101000
890002547.01.2026.1									
		Total for Vendor:	802.87						

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
130380		3344 FACTORY MOTOR PARTS	67.52						
1	01/07/26	#1172 SPARK PLUGS	67.52			1000 421000	427		101000
		37-1292241							
		Total for Vendor:	67.52						
130336	C	660 FARGO FREIGHTLINER	48.99						
1	01/22/26	#415 HEATER PIPE MANIFOLD	48.99			6010 450200	427		101000
		X101202851							
130414	C	660 FARGO FREIGHTLINER	23.79						
1	01/28/26	#407 RADIATOR DRAIN PLUG	23.79			6010 450200	427		101000
		X101203427							
		Total for Vendor:	72.78						
130240		5692 FARGO PARK DISTRICT	19,500.00						
1	3748 01/14/26	2026 Valley Senior Services	19,500.00			1000 415000	374		101000
		3748							
		Total for Vendor:	19,500.00						
130218	C	124 FASTENAL	97.19						
1	01/20/26	TOOLS	84.92			6025 450000	825		101000
		NDFAR330616							
2	01/23/25	HARDWARE	12.27			6025 450000	433		101000
		NDFAR330808							
130363	C	124 FASTENAL	103.15						
1	01/12/26	HARDWARE	103.15			6025 450000	825		101000
		NDFAR330162							
		Total for Vendor:	200.34						
130293		151 FEDERAL EXPRESS	12.27						
1	01/28/26	ND lab pkg	12.27			1000 421000	661		101000
		9-156-57983							
		Total for Vendor:	12.27						

* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
130430		5553 FLUTTERBEE EDUCATION GROUP	399.95						
1	11/14/25	BOOKS	399.95			7000 411600	662		101000
		INV123024							
		Total for Vendor:	399.95						
130263	C	140 FM AMBULANCE SERVICES INC	1,194.50						
1	01/17/26	FD E-cards for CPR/AED TRain	1,194.50			2060 415200	340		101000
		46338							
		Total for Vendor:	1,194.50						
130439		2499 FM CONVENTION & VISITORS BUREAU	28,954.41						
		December Lodging							
1	Dec 2025	12/31/25 Lodging Tax 2%	28,954.41			2141 411500	533		101000
		Dec 2025 2							
130440		2499 FM CONVENTION & VISITORS BUREAU	14,477.20						
		December Lodging							
2	Dec 2025	12/31/25 Lodging Tax 1%	14,477.20			2141 411500	653		101000
		Dec 2025 1							
		Total for Vendor:	43,431.61						
130191		1979 FMWF CHAMBER OF COMMERCE	2,700.00						
1	358708	01/01/26 Membership Investment 2026	2,700.00			1000 415000	679		101000
		358708							
		Total for Vendor:	2,700.00						
130272	C	155 GALLS, LLC	325.96						
1	01/13/26	FD T Olson Boots	211.24			2060 415200	422		101000
		033741768							
2	01/08/26	FD W Koenig Class A Dr. Shoes	79.18			2060 415200	422		101000
		033693205							
3	01/05/26	FD K Greaney Stanger Velcro	17.77			2060 415200	422		101000
		033657849							
4	01/05/26	FD W Koenig Velcro	17.77			2060 415200	422		101000
		033657849							
		Total for Vendor:	325.96						

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
130399	C	156 GENERAL EQUIPMENT & SUPPLIES	177.56						
1	01/26/26	BREATHER	177.56			4387 480000	427		101000
		SO0315248-1							
Total for Vendor:			177.56						
130211	C	556 GRAINGER, INC.	1,999.18						
1	01/15/26	ammo cabinet	1,999.18			1000 421000	641		101000
		9771593788							
130234	C	556 GRAINGER, INC.	268.02						
1	01/15/26	TUBING KIT	214.58			6025 450000	639		101000
		9772024023							
2	01/16/26	FUSE	53.44			1000 455000	420		101000
		9774430582							
Total for Vendor:			2,267.20						
130209		2713 HAMPTON INN & SUITES	110.00						
1	01/20/26	lodging,ND lab mickelson	110.00			1000 421000	340		101000
		8537159							
Total for Vendor:			110.00						
130304	C	135 HAWKINS INC	3,812.00						
1	01/23/26	AQUAHAWK	3,812.00			6025 450000	423		101000
		7316513							
Total for Vendor:			3,812.00						
130197	C	5539 HKGI	11,607.03						
1	025-006-11	01/11/26 Project 9057	11,607.03			4179 480000	307		101000
		025-006-11							
Total for Vendor:			11,607.03						
130436	C	4592 INGRAM LIBRARY SERVICES	1,847.58						
1	01/21/26	BOOKS	14.09			7000 411600	662		101000
		93865176							
2	01/21/26	BOOKS	19.44			7000 411600	662		101000
		93865177							

* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
3	01/21/26	BOOKS	19.72			7000 411600	662		101000
93865178									
4	01/21/26	BOOKS	230.69			7000 411600	662		101000
93865179									
5	01/21/26	BOOKS	10.52			7000 411600	662		101000
93865180									
6	01/22/26	BOOKS	13.38			7000 411600	662		101000
93920426									
7	01/22/26	BOOKS	14.97			7000 411600	662		101000
93920427									
8	01/22/26	BOOKS	84.93			7000 411600	662		101000
93920428									
9	01/22/26	BOOKS	11.36			7000 411600	662		101000
93920429									
10	01/22/26	BOOKS	26.48			7000 411600	662		101000
93920430									
11	01/22/26	BOOKS	89.41			7000 411600	662		101000
93920431									
12	01/22/26	BOOKS	18.24			7000 411600	662		101000
93920432									
13	01/22/26	BOOKS	12.43			7000 411600	662		101000
93920433									
14	01/22/26	BOOKS	24.25			7000 411600	662		101000
93920434									
15	01/23/26	BOOKS	69.34			7000 411600	662		101000
93933170									
16	01/23/26	BOOKS	7.07			7000 411600	662		101000
93933171									
17	01/23/26	BOOKS	15.68			7000 411600	662		101000
93933172									
18	01/23/26	BOOKS	94.83			7000 411600	662		101000
93933173									
19	01/23/26	BOOKS	181.41			7000 411600	662		101000
93933174									
20	01/23/26	BOOKS	296.68			7000 411600	662		101000
93933175									
21	01/23/26	BOOKS	111.18			7000 411600	662		101000
93933176									

* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
22	01/23/26	BOOKS	162.03			7000 411600	662		101000
93933177									
23	01/23/26	BOOKS	168.40			7000 411600	662		101000
93933178									
24	01/23/26	BOOKS	19.90			7000 411600	662		101000
93933179									
25	01/23/26	BOOKS	14.41			7000 411600	662		101000
93933180									
26	01/23/26	BOOKS	14.77			7000 411600	662		101000
93933181									
27	01/23/26	BOOKS	29.03			7000 411600	662		101000
93950871									
28	01/26/26	BOOKS	17.95			7000 411600	662		101000
93972894									
29	01/26/26	BOOKS	19.47			7000 411600	662		101000
93972895									
30	01/26/26	BOOKS	21.78			7000 411600	662		101000
93972896									
31	01/26/26	BOOKS	13.74			7000 411600	662		101000
93972897									
		Total for Vendor:	1,847.58						
130265		211 INTERSTATE ALL BATTERY CENTER	282.95						
1	01/21/26	FD I-1 Battery	282.95			2060 415200	420		101000
1902801045118									
		Total for Vendor:	282.95						
130208		4126 JACOB ZACH	460.52						
1	01/19/26	clothing reimb	460.52			1000 421000	422		101000
		Total for Vendor:	460.52						
130356		C 2798 JOHNSON CONTROLS BUILDING	51,833.00						
2/1/26 - 1/31/27									
1	01/20/26	PW/CH/PD - SERVICE AGREEMENT	24,967.20			1000 455000	307		101000
1-137077766240									
2	01/20/26	FD - SERVICE AGREEMENT	26,865.80			2060 415200	428		101000
1-137077766240									

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
130367	C	2798 JOHNSON CONTROLS BUILDING	335.75						
1	01/20/26	PD - AIR HANDLER REPAIR	335.75			1000 455000	420		101000
		1-137080069918							
		Total for Vendor:	52,168.75						
130203	-94673E	4482 KOTAPAY	2,499.97						
	01/23/2026	Payroll							
1	01/23/26	Child Support 01/23/26	2,499.97			1000 212549			101000
		Total for Vendor:	2,499.97						
130321	C	705 LAWSON PRODUCTS	179.17						
1	01/22/26	HARDWARE STOCK	317.86			1000 455000	433		101000
		9313154310							
2	01/12/26	RETURN	-138.69			1000 455000	433		101000
		9500314884							
		Total for Vendor:	179.17						
130212	C	4754 LENS EQUIPMENT	998.00						
	01/01/2026 to 12/31/2026								
1	01/20/26	GPS trackers cell service	998.00			1000 421000	497		101000
		8073							
		Total for Vendor:	998.00						
130335	C	1741 LIBERTY BUSINESS SYSTEMS, INC	926.07						
2	41114145	01/26/26 Jan 2026 CH 1st Floor	58.97			1000 415000	428		101000
		41114145							
3	41114145	01/26/26 Jan 2026 City Hall	159.95			1000 415000	428		101000
		41114145							
4	41114145	01/26/26 Jan 2026 Public Works	261.93			6020 450000	428		101000
		41114145							
5	41114145	01/26/26 Jan 2026 Police	289.17			1000 421000	428		101000
		41114145							
6	41114144	01/26/26 Jan 2026 CH 1st Floor	156.05			1000 415000	428		101000
		41114144							
		Total for Vendor:	926.07						

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
130347 1 425287	01/12/26	711 LUTHER FAMILY FORD #1211 COVER	73.05 73.05			1000 421000	427		101000
130415 1 426517	01/26/26	711 LUTHER FAMILY FORD #1194 HOSE	80.96 80.96			1000 421000	427		101000
Total for Vendor:			154.01						
130219 1 11861	C 01/16/26	3304 MAC'S HARDWARE DUMPSTER REPAIR	67.66 67.66			6010 450200	914		101000
130233 1 11921	C 01/19/26	3304 MAC'S HARDWARE HARDWARE/HITCH PIN	20.98 20.98			6025 450000	432		101000
130331 1 12122	C 01/27/26	3304 MAC'S HARDWARE GLOVES	91.97 91.97			2210 428000	639		101000
130340 1 11883	C 01/16/26	3304 MAC'S HARDWARE PLUG TAP CD	12.99 12.99			1000 455000	432		101000
130378 1 12074	C 01/26/26	3304 MAC'S HARDWARE HARDWARE/WRENCH	124.17 124.17			1000 430000	487		101000
Total for Vendor:			317.77						
130270 1 P13775	C 01/23/26	3536 MACQUEEN FD E-71 Pump Intake	226.56 226.56			2060 415200	427		101000

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
130310	C	3536 MACQUEEN	3,965.70						
1	01/14/26	#3104 EMERGENCY LIGHTS	991.42			1000 430000	610		101000
		JP010926-41							
2	01/14/26	#7105 EMERGENCY LIGHTS	991.42			6025 450000	610		101000
		JP010926-41							
3	01/14/26	#2025 EMERGENCY LIGHTS	991.43			6020 450000	610		101000
		JP010926-41							
4	01/14/26	#4014 EMERGENCY LIGHTS	991.43			6010 450200	610		101000
		JP010926-41							
		Total for Vendor:	4,192.26						
130381	C	68 MANNING MECHANICAL	31,160.00						
1	01/20/26	PROJ 9061	31,160.00			4188 480000	670		101000
		7416							
		Total for Vendor:	31,160.00						
130223		3384 MATHESON TRI-GAS INC	68.08						
1	01/21/25	CYLINDER RENTAL	68.08			6020 450000	433		101000
		0032707588							
130357		3384 MATHESON TRI-GAS INC	75.49						
1	01/20/26	CO2	75.49			6020 450000	433		101000
		0032676566							
		Total for Vendor:	143.57						
130248	118051S	3630 MATRIX TRUST COMPANY	5,362.00						
1	01/23/26	Deferred Comp Pre-Tax Jan 26	3,790.00			1000 212547			101000
2	01/23/26	Deferred Comp Post-Tax Jan 26	1,572.00			1000 212548			101000
		Total for Vendor:	5,362.00						
130323	118056S	5705 MATTHEW DICK	93.50						
		Direct deposit returned by bank due to unable to locate account							
1	01/23/26	Parks Payroll 01.23.26	93.50			8000 453000	110		101000
		Total for Vendor:	93.50						

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
130266	C	299 MENARDS (FIRE)	45.82						
1	01/21/26	FD EQ Svcs Misc Supplies	45.82			2060 415200	500		101000
73652									
		Total for Vendor:	45.82						
130376	C	5206 MENARDS (POLICE)	182.83						
PO - 200293									
PO - 200294									
PO - 200295									
acct 30360698									
1	01/12/26	material for trning barriers	313.65			1000 421000	641		101000
73097									
2	01/13/26	material for trning barriers	-114.80			1000 421000	641		101000
73156									
3	10/28/25	menards in-store credit	-198.85			1000 421000	641		101000
apply to 73097									
4	01/13/26	material for trning barriers	201.75			1000 421000	641		101000
73158									
5	10/28/25	menards in-store credit	-74.34			1000 421000	641		101000
apply to 73158									
6	01/21/26	material for trning barriers	55.42			1000 421000	641		101000
73636									
		Total for Vendor:	182.83						
130230	C	4622 MENARDS (PUBLIC WORKS)	1,013.49						
1	01/15/26	#7105 TOOLS	40.74			6025 450000	610		101000
73307									
2	01/21/26	TOOLS	11.86			6025 450000	432		101000
73655									
3	01/23/26	SHOVEL	22.99			6010 450200	420		101000
73771									
4	01/22/26	JUMPER CABLES/GLASS CLEANER	66.87			6010 450200	433		101000
73691									
5	01/21/26	LOCK BOX	31.44			6010 450200	420		101000
73649									
6	01/21/26	CLEANING SUPPLIES	57.72			6020 450000	433		101000
73631									

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
7 73761	01/23/26	CLAMPS/TRITAP/CABLE TIES	66.15			6020 450000	632		101000
8 73782	01/23/26	ANTIFREEZE/BLEACH	38.42			6020 450000	433		101000
9 73766	01/23/26	PROBING ROD	29.99			6020 450000	432		101000
10 73759	01/23/26	AC FOAM	24.89			6020 450000	632		101000
11 73632	01/21/26	5 GAL PAILS	8.47			6025 450000	433		101000
12 73571	01/20/26	HARDWARE/TOTES	62.58			6025 450000	420		101000
13 73064	01/12/26	PINS/5 GAL PAILS	58.18			6025 450000	433		101000
14 73504	01/19/26	RECEIVER TUBE/WISE	85.83			6025 450000	432		101000
15 73509	01/19/26	OFFICE SUPPLIES	48.23			2210 428000	410		101000
16 73069	01/12/26	FLAG TAPE	25.44			2210 428000	358		101000
17 73364	01/16/26	TAPE	16.98			6020 450000	500		101000
18 73289	01/15/26	HARDWARE/BENCH VISE	243.88			6020 450000	432		101000
19 73596	01/20/26	OFFICE SUPPLIES	8.49			2210 428000	410		101000
20 73756	01/23/26	PAINT/LUMBER	64.34			1000 430000	433		101000
130291 1 73518	C 01/19/26	4622 MENARDS (PUBLIC WORKS) AIR HOSES	29.73 29.73			1000 430002	427		101000
130316 1 73503 2 73517	C 01/19/26 01/19/26	4622 MENARDS (PUBLIC WORKS) #4705 TOOLS #4705 TOOLS	295.52 198.12 97.40			6010 450200 6010 450200	610 610		101000 101000

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
130320	C	4622 MENARDS (PUBLIC WORKS)	72.21						
1	01/15/26	HARDWARE	10.59			1000 455000	420		101000
73279									
2	01/21/26	REFLECTIVE STRIPE	18.30			1000 455000	420		101000
73640									
3	01/22/26	OUTDOOR TREAD TAPE	9.34			1000 455000	420		101000
73694									
4	01/20/26	CLEANING SUPPLISE	22.53			6025 450000	433		101000
73555									
5	01/22/67	MOUSE BAIT	11.45			1000 455000	420		101000
73577									
130391	C	4622 MENARDS (PUBLIC WORKS)	71.48						
1	01/27/26	LMESTN	71.48			6025 450000	420		101000
73992									
130410	C	4622 MENARDS (PUBLIC WORKS)	256.30						
1	01/28/26	FILTERS/SNOWBRUS/TOOLS	212.34			1000 455000	433		101000
74058									
2	01/26/26	MOUSE TRAPS/BAIT	43.96			1000 455000	433		101000
73932									
		Total for Vendor:	1,738.73						
130241	E	2766 MIDCONTINENT COMMUNICATIONS	307.12						
1	15196 01/23/26	191305202 - 3050 Sheyenne	307.12			2310 452120	497		101000
19130520215196									
		Total for Vendor:	307.12						
130207	C	102 MIDSTATES WIRELESS	2,485.20						
1	01/16/26	portable radio batteries	2,485.20			1000 421000	641		101000
205021276-1									
130346	C	102 MIDSTATES WIRELESS	329.84						
1	01/13/26	#2206 RADIO INSTALL	329.84			6020 450000	427		101000
308000231									
		Total for Vendor:	2,815.04						

* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
130388		927 MIDWEST MACHINE TOOL SUPPLY	4,807.48						
1	01/16/26	ROTARY VANE/VACUUM PUMP	4,807.48			6025 450000	827		101000
5319121									
		Total for Vendor:	4,807.48						
130435	C	1854 MIDWEST TAPE	291.61						
1	01/21/26	DVD	23.97			7000 411600	664		101000
508339762									
2	01/21/26	DVD	267.64			7000 411600	664		101000
508339764									
		Total for Vendor:	291.61						
130382	C	2121 MOEN PORTABLES & SEPTIC	162.50						
1	01/20/26	PROJ 9061	162.50			4188 480000	670		101000
59804									
		Total for Vendor:	162.50						
130403	C	305 MOORE ENGINEERING INC	1,473.75						
1	SIN007199	01/29/26 Airport Pavement Rehab	1,473.75			7050 500000	653		101000
SIN007199									
		Total for Vendor:	1,473.75						
130408		1014 MOTION INDUSTRIES, INC	25.80						
1	01/28/26	BEARINGS	25.80			1000 430001	427		101000
ND31-00554819									
		Total for Vendor:	25.80						
130190	C	688 MOTOROLA SOLUTIONS, INC	84,253.36						
		Year 3: 1/1/2025 to 12/31/2025							
1	01/16/26	2025 annual body worn cameras	84,253.36			1000 421000	497		101000
1187165052									
		Total for Vendor:	84,253.36						

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
130253	-94668E	4663 MUTUAL OF OMAHA	4,202.32						
1	01/23/26	Jan 2026 Contributions	4,202.32			1000 212515			101000
		Total for Vendor:	4,202.32						
130254	-94667E	3546 NATIONWIDE INVESTMENT ADVISORS	11,476.00						
1	01/23/26	Jan 26 Post-Tax Contributions	3,152.00			1000 212551			101000
2	01/23/26	Jan 26 Pre-Tax Contributions	8,324.00			1000 212550			101000
		Total for Vendor:	11,476.00						
130387		3428 ND DEPARTMENT OF ENVIRONMENTAL	1,042.74						
1	11/12/25	WATER TESTING	1,042.74			6020 450000	335		101000
		202512.078400							
		Total for Vendor:	1,042.74						
130237		335 ND DEPT OF TRANSPORTATION	20,486.41						
1	0002604628	01/14/26 Project 2279	11,339.80			4802 480000	670		101000
	0002604628								
2	0002604629	01/14/26 Project 6058	757.01			4019 480000	670		101000
	0002604629								
3	0002604627	01/14/26 Project 2279	8,389.60			4802 480000	670		101000
	0002604627								
		Total for Vendor:	20,486.41						
130247	-94660C	3541 ND FRATERNAL ORDER OF POLICE	2,788.50						
1	01/23/26	FOP Legal for Jan 2026	2,788.50			1000 212527			101000
		Total for Vendor:	2,788.50						
130206	-94670E	363 ND PERS	10,764.00						
	01/23/26	Payroll							
1	01/23/26	457b Def Comp - Contributions	10,764.00			1000 212532			101000
130258	-94663E	363 ND PERS	400.00						
	Jan 2026								
1	01/23/26	Freadrich service credit purch	400.00			1000 212532			101000

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
130290	-94658E	363 ND PERS	348,650.14						
1	01/31/26	Jan Payroll - Contributions	348,650.05			1000 212532			101000
2	01/31/26	Rounding	0.09			1000 414100	230		101000
130355	-94656E	363 ND PERS	92.91						
1	01/27/26	Jan Payroll Adj	92.91			1000 212532			101000
		Total for Vendor:	359,907.05						
130295	C	571 ND WORKFORCE SAFETY & INSURANCE	250.00						
		12/1/2025 to 11/30/2026							
1	01/06/25	volunteer annual premium	250.00			1000 421000	240		101000
		XU7J4EKJ2K							
130343	C	571 ND WORKFORCE SAFETY & INSURANCE	507.23						
1	NAYD3W5LYH	12/24/25 FD	507.23			2060 415200	240		101000
		NAYD3W5LYH							
		Total for Vendor:	757.23						
130350	C	756 NELCO FIRST AID	115.08						
1	01/25/26	SA - FIRST AID SUPPLIES	31.92			6010 450200	639		101000
		260070							
2	01/25/26	PW - FIRST AID SUPPLIES	83.16			6020 450000	639		101000
		260071							
130431	C	756 NELCO FIRST AID	43.04						
1	01/25/26	MEDICAL SUPPLIES	43.04			7000 411600	672		101000
		260069							
		Total for Vendor:	158.12						
130198	C	2261 NETWORK CENTER INCORPORATED	20,475.03						
		The Lights							
1	INV244630	01/16/26 Meraki License - 3 yr renew	20,475.03			2960 411900	416		101000
		INV244630							
		Total for Vendor:	20,475.03						

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
130250	118052S	3543 NEW YORK LIFE INSURANCE & 1 01/23/26 Deferred Comp EE Jan 2026	6,384.00 6,384.00			1000 212531			101000
		Total for Vendor:	6,384.00						
130302		3111 NORTHERN SALT INCORPORATED 1 01/12/26 BULK DE-ICING SALT	27,809.28 10,350.72			1000 430000	377		101000
34620		2 01/12/26 BULK DE-ICING SALT	17,458.56			1000 430000	377		101000
34628									
		Total for Vendor:	27,809.28						
130292	C	1403 NORTHERN TOOL & EQUIPMENT 1 01/19/26 #4075 TOOLS	708.00 708.00			6010 450200	610		101000
5BBE2949									
		Total for Vendor:	708.00						
130337	C	1715 NORTHWEST TIRE INC 1 01/21/26 #3070 TIRES	893.88 893.88			1000 430000	427		101000
26061689									
130338	C	1715 NORTHWEST TIRE INC 1 12/26/25 #2100 PASS FRONT OUTER	46.02 46.02			6020 450000	427		101000
24054121									
130413	C	1715 NORTHWEST TIRE INC 1 01/28/26 #4200 FLAT REPAIR	76.77 76.77			6010 450200	427		101000
24054568									
		Total for Vendor:	1,016.67						
130284	C	5440 NORTHWEST TIRE INC. (PD) 1 01/26/26 #1194 tires	893.88 1,229.92			1000 421000	427		101000
26061756		2 01/26/26 #1194 tires credit	-1,229.92			1000 421000	427		101000
26061760		3 01/26/26 #1194 tires	893.88			1000 421000	427		101000
26061761									
		Total for Vendor:	893.88						

* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
130297		5580 NORTHWESTERN POWER EQUIPMENT CO	1,767.00						
1	01/21/26	KITS THURST BEARINGS BUSHINGS	1,767.00			6025 450000	825		101000
		250417KK							
		Total for Vendor:	1,767.00						
130249		3542 NYLI FUNDS	966.00						
1	01/23/26	NYLI (Mainstay) Jan 2026	966.00			1000 212529			101000
		Total for Vendor:	966.00						
130281		4744 O'REILLY AUTOMOTIVE STORES, INC	956.47						
1	01/13/26	#7037 CERAMIC PADS	174.99			6025 450000	427		101000
		1932135285							
2	01/19/26	BATTERY	238.99			1000 421000	427		101000
		1932136885							
3	01/15/26	#4075 TOGGLE SWITCH	9.06			6010 450200	610		101000
		1932135826							
4	01/20/26	CAPSULE/WIPER BLADES	168.38			1000 421000	427		101000
		1932137239							
5	01/16/26	#1199 BATTERY	218.99			1000 421000	427		101000
		1932136382							
6	01/15/26	#1194 WIPER BLADES	44.78			1000 421000	427		101000
		1932135851							
7	01/13/26	#7042 CIRCUIT BRAKER	34.99			4387 480000	427		101000
		1932135278							
8	01/15/26	#1176 O2 SENSOR	35.20			1000 421000	427		101000
		1932135985							
9	01/08/26	#1172 A/T FILTER	31.09			1000 421000	427		101000
		1932133631							
130411		4744 O'REILLY AUTOMOTIVE STORES, INC	389.71						
1	01/27/26	CAPSULES/WIPER BLADES	62.42			1000 430000	427		101000
		1932139618							
2	01/28/26	#1218 FUSES	13.58			1000 421000	427		101000
		1932139952							
3	01/26/26	#164 ALTERNATOR	296.03			1000 421000	427		101000
		1932139340							

* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
4	01/26/26 #164 MICRO VBELT		17.68			1000 421000	427		101000
	1932139358								
		Total for Vendor:	1,346.18						
130402	C	353 OHNSTAD TWICHELL	53,355.09						
		January invoices							
1	01/21/26 Imp Dist 2265		559.00			4793 480000	312		101000
	211593								
2	01/21/26 Project 2284		301.00			4133 480000	312		101000
	211594								
3	01/21/26 Hope Lutheran Addition		473.00			1000 418000	312		101000
	211595								
4	01/21/26 Imp Dist 2290		172.00			4185 480000	312		101000
	211596								
5	01/21/26 Open Records Requests		73.50			1000 415000	312		101000
	211598								
6	01/21/26 General		6,233.00			1000 415000	312		101000
	211618								
7	01/21/26 Personnel Issues		840.00			1000 414103	312		101000
	211601								
8	01/21/26 Water Services Agreement		552.00			1000 415000	312		101000
	211602								
9	01/21/26 Imp Dist 2297		1,567.00			4223 480000	312		101000
	211603								
10	01/21/26 Project 2293		874.00			4187 480000	312		101000
	211604								
11	01/21/26 Flood Insurance Rate Map Ord		408.00			1000 415000	312		101000
	211605								
12	01/21/26 Dist 6062		86.00			4183 480000	312		101000
	211606								
13	01/21/26 Project 6063		212.00			4213 480000	312		101000
	211607								
14	01/21/26 Imp Dist 3008		172.00			4224 480000	312		101000
	211608								
15	01/21/26 Imp Dist 2296		299.00			4191 480000	312		101000
	211609								
16	01/21/26 Imp Dist 2297		299.00			4192 480000	312		101000
	211610								

* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
17 211611	01/21/26 Code Amendments		330.00			1000 418000	312		101000
18 211612	01/21/26 Municipal Judge Ordinance		236.00			1000 412000	312		101000
19 211613	01/21/26 Imp Dist 1356		382.00			4197 480000	312		101000
20 211614	01/21/26 Rezone 1202 Prairie Pkwy		202.00			1000 418000	312		101000
21 211615	01/21/26 Conditional Use Permits		230.00			1000 418000	312		101000
22 211616	01/21/26 Liquor License Applications		86.00			1000 415000	312		101000
23 211617	01/21/26 Misc Real Estate Matters		638.00			1000 414200	312		101000
24 211619	01/21/26 ROW Policy & Ordinance Revise		1,720.00			1000 415000	312		101000
25 211620	01/21/26 Wastewater Agmt w/ Mapleton		86.00			4198 480000	312		101000
26 211643	12/30/25 Municipal Prosecutions		35,393.59			1000 412000	312		101000
27 212459	01/21/26 WF Airport Authority Matters		931.00			7050 500000	312		101000
		Total for Vendor:	53,355.09						
130322	118057S 5704 OLIVIA VAN DAM		33.25						
	Direct deposit returned by bank due to unable to locate account								
1	01/23/26 Parks Payroll 01.23.26		33.25			8000 453000	110		101000
		Total for Vendor:	33.25						
130289	276 OSTROMS ACE HARDWARE		17.80						
1	01/23/26 FD EQ Svcs Station Supp		17.80			2060 415200	500		101000
230192									
		Total for Vendor:	17.80						

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
130400		5119 OSTROMS ACE HARDWARE (PW)	107.71						
1	01/02/26	KEYS CUT	12.45			1000 414104	410		101000
230099									
2	01/02/26	KEYS CUT	9.96			1000 414104	410		101000
230106									
3	01/06/26	ANTIFREEZE	14.36			6025 450000	826		101000
230116									
4	01/08/26	AERATOR INSERT	3.99			1000 455000	420		101000
230125									
5	01/13/26	PROJ 9061	29.99			4188 480000	670		101000
230146									
6	01/20/26	BATTERIES	22.98			1000 455000	420		101000
230172									
7	01/23/26	WINDOW SEAL	13.98			6020 450000	632		101000
230186									
		Total for Vendor:	107.71						
130434	C	2126 OVERDRIVE, INC	1,157.07						
1	01/20/26	EBOOKS	507.47			7000 411600	650		101000
		02139CO26016190							
2	01/20/26	AUDIOBOOKS	951.70			7000 411600	650		101000
		02139CO26016190							
3	01/20/26	CREDIT	-302.10			7000 411600	650		101000
		02139CO26016190							
		Total for Vendor:	1,157.07						
130298		5505 PACE ANALYTICAL SERVICES LLC	3,600.00						
1	01/22/26	ACI COMPLIANCE TESTING	3,600.00			6010 450200	418		101000
		26123608							
		Total for Vendor:	3,600.00						
130264	C	1648 PARKLAND USA CORPORATION DBA	256.00						
		Inv #914965-25 was pd twice in error. i am crediting that invoice back on this payment							
1	10/10/25	FD Duplicate payment	-593.74			2060 415200	424		101000
		914965-25							

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
2	01/15/26	FD Drum 15-40 Oil	799.74			2060 415200	424		101000
047656-26									
3	01/15/26	FD Drum Deposit	50.00			2060 415200	424		101000
047656-26									
130341	C	1648 PARKLAND USA CORPORATION DBA	323.98						
1	01/16/26	RIDGELINE DEF	323.98			1000 430000	424		101000
IN-049811-26									
130424	C	1648 PARKLAND USA CORPORATION DBA	5,821.96						
1	01/20/26	PW - DIESEL	5,821.96			1000 140000			101000
IN-063784-26									
		Total for Vendor:	6,401.94						
130243	118054S	3548 PERSHING	500.00						
1	01/23/26	Alerus - Jan 2026	500.00			1000 212525			101000
		Total for Vendor:	500.00						
130226	C	563 PETRO SERVE USA	72.81						
1	01/16/26	FUEL CANS	72.81			6025 450000	424		101000
7930									
130332	C	563 PETRO SERVE USA	151.59						
1	01/27/26	#369 FUEL	93.74			1000 430000	424		101000
9350									
2	01/27/26	#369 FUEL	57.85			1000 430000	424		101000
149									
130377	C	563 PETRO SERVE USA	153.07						
1	01/28/26	DIESEL	153.07			1000 430000	424		101000
9718									
130385	C	563 PETRO SERVE USA	176.04						
1	01/21/26	#3205 DIESEL	176.04			1000 430000	424		101000
7391									

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
130437	C	563 PETRO SERVE USA	260.02						
1	01/30/26	#424 KEROSENE	44.96			6020 450000	424		101000
251									
2	01/29/26	WA DIESEL	63.60			6020 450000	424		101000
985									
3	01/29/26	#275 DIESEL	87.87			6020 450000	424		101000
39									
4	01/28/26	#369 DIESEL	63.59			1000 430000	424		101000
9713									
		Total for Vendor:	813.53						
130342		4064 POMP'S TIRE SERVICE (ROYAL TIRE)	623.00						
1	01/19/26	#4007 TIRES	623.00			6010 450200	427		101000
2450014796									
		Total for Vendor:	623.00						
130428		5267 PREMIER SNOW & ICE MANAGEMENT,	1,900.00						
1	01/28/26	#5306B BLADE KIT	1,900.00			1000 430001	381		101000
2812									
		Total for Vendor:	1,900.00						
130267	C	2882 PYE-BARKER FIRE & SAFETY	926.00						
		Next Due 01-19-2027							
1	01/19/26	St 76 Annual Ext Inspection	344.00			2060 415200	428		101000
00366378									
2	01/19/26	St 75 Annual Ext Inspection	582.00			2060 415200	428		101000
00366397									
		Total for Vendor:	926.00						
130354	C	1128 R & R PETROLEUM EQUIPMENT	1,235.89						
1	01/09/26	FUEL PUMP REPAIRS	1,235.89			1000 140000			101000
104503									

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
130392	C	1128 R & R PETROLEUM EQUIPMENT	129.80						
1	07/24/25	DUP CREDIT TAKEN	129.80			6020 450000	420		101000
103914									
		Total for Vendor:	1,365.69						
130425		3893 RDO TRUCK CENTERS	3,590.33						
1	01/27/26	#7043 PUMP/VALVE	3,590.33			4387 480000	427		101000
844920F									
		Total for Vendor:	3,590.33						
130246	-94661C	1464 RED RIVER VALLEY FOP LODGE #1	880.00						
1	01/23/26	FOP Dues Jan 2026	880.00			1000 212526			101000
		Total for Vendor:	880.00						
130216		1016 RED WING BUSINESS ADVANTAGE	229.49						
1	01/14/26	P MONTPLAISIR BOOTS	229.49			1000 430001	422		101000
3292147									
130224		1016 RED WING BUSINESS ADVANTAGE	620.47						
1	01/22/26	R HELMING BOOTS	208.24			2210 428000	422		101000
3393508									
2	01/22/26	J BENEDICT BOOTS	203.99			2210 428000	422		101000
3393714									
3	01/22/26	R LUGER BOOTS	208.24			2210 428000	422		101000
3393589									
130277		1016 RED WING BUSINESS ADVANTAGE	331.48						
1	01/20/26	A MONGER BOOTS	165.74			1000 455000	422		101000
3374160									
2	01/20/26	N MONGER BOOTS	165.74			1000 455000	422		101000
3374097									
		Total for Vendor:	1,181.44						

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
130328	C	1182 REFRIGERATION HEATING INC	510.72						
1	01/26/26	PROJ 9061	510.72			4188 480000	670		101000
1561403									
		Total for Vendor:	510.72						
130238	E	3353 SAM'S CLUB MC/SYNCB	106.58						
1	01/09/26	City Hall Supplies	106.58			1000 415000	420		101000
		Total for Vendor:	106.58						
130076	-94865E	1881 SAM'S CLUB/SYNCHRONY BANK (FD)	583.26						
1	01/11/26	FD EM Tabletop Exercise	160.96			2060 415200	340		101000
466625494071									
2	01/12/25	FD St 75 Supplies	113.88			2060 415200	500		101000
409238464545									
3	01/12/26	FD St 76 Supplies	233.04			2060 415200	500		101000
572961237454									
4	01/15/26	FD CRR	75.38			2060 415200	375		101000
331940276065									
		Total for Vendor:	583.26						
130311	C	800 SANDERS METAL PRODUCTS	1,735.04						
1	01/13/26	2"/4" SS AIR RELEASE	1,735.04			6025 450000	439		101000
66635									
		Total for Vendor:	1,735.04						
130318	C	454 SANITATION PRODUCTS	142.64						
1	01/20/26	#7300 REPAIRS	142.64			6025 450000	322		101000
95581									
130366	C	454 SANITATION PRODUCTS	3,634.61						
1	01/15/26	ORPHEUS 2 REPAIRS	3,634.61			6025 450000	322		101000
95541									

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
130412	C	454 SANITATION PRODUCTS	118.46						
1	01/28/26	#7001 CLAMP	118.46			6025 450000	427		101000
95671									
		Total for Vendor:	3,895.71						
130351	C	5570 SHEYENNE 32 EAST LLC	586.44						
		3150 Sheyenne St - Unit A							
1	2025 12/31/25	2025 CAM Reconciliation	586.44			2960 411900	416		101000
		3150 Sheyenne St - Unit A							
		Total for Vendor:	586.44						
130213	C	2885 SHORTPRINTER	137.30						
1	01/09/26	bc for 4	137.30			1000 421000	410		101000
169295									
130236	C	2885 SHORTPRINTER	37.45						
1	01/21/26	C COSTELLO BUSINESS CARDS	37.45			6020 450000	410		101000
169559									
130282	C	2885 SHORTPRINTER	47.45						
1	01/14/26	bc for haskell	47.45			1000 421000	410		101000
169460									
		Total for Vendor:	222.20						
130386	C	91 SIGN SOLUTIONS USA	1,062.49						
1	01/22/26	FOLDING STREET CONES	1,062.49			1000 430000	487		101000
421263									
		Total for Vendor:	1,062.49						
130348		360 SIX ROBBLEES INC	99.28						
1	01/15/26	#5500 CABLE/PIN ASSY/COLD WEAT	99.28			1000 430001	427		101000
26P7954									
		Total for Vendor:	99.28						

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
130193	C	3528 SNACKS PLUS VENDING	780.00						
1	01/12/26	Coffee for City Hall	156.00			1000 415000	420		101000
		59401045936							
2	01/15/26	Coffee for City Hall	624.00			1000 415000	420		101000
		59401050384							
130352	C	3528 SNACKS PLUS VENDING	123.00						
1	01/26/26	COFFEE	123.00			6020 450000	500		101000
		5940:1056792							
		Total for Vendor:	903.00						
130339		4048 SNS AUTO SUPPLY	104.00						
1	01/20/26	BROOM/SQUEEGEES	104.00			6025 450000	420		101000
		49863							
		Total for Vendor:	104.00						
130432		2215 STEAM MASTERS	2,946.96						
1	01/19/26	FURNITURE & CARPET CLEANING	2,946.96			7000 411600	428		101000
		23397							
		Total for Vendor:	2,946.96						
130268	C	176 SUMMIT FIRE PROTECTION	409.00						
		Next Due 01/21/2027							
1	01/22/26	FD St 75 Alarm Inspection	409.00			2060 415200	428		101000
		3804571							
130384	C	176 SUMMIT FIRE PROTECTION	522.00						
1	01/22/26	PD - ANNUAL ALARM INSPECTION	522.00			1000 455000	420		101000
		3804429							
		Total for Vendor:	931.00						
130278	C	733 SWANSTON EQUIPMENT CORP	456.42						
1	01/16/26	FLUID HYDRAULIC DSPLY	456.42			1000 430001	424		101000
		P20577							

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
130308	C	733 SWANSTON EQUIPMENT CORP	1,181.52						
1	01/21/26	POLY CONV/FLAT WHS	1,181.52			1000 430001	381		101000
		P20683							
		Total for Vendor:	1,637.94						
130370		5093 T-MOBILE USA, INC	50.00						
1	01/28/26	warrant target 26-583	50.00			1000 421000	365		101000
		L2601280254							
		Total for Vendor:	50.00						
130301	C	2491 TEAM LABORATORY CHEMICAL, LLC	47,700.00						
1	01/19/26	SUPREME WINTER BUGS	47,700.00			4387 480000	670		101000
		INV0050062							
		Total for Vendor:	47,700.00						
130345		1900 THE UPS STORE #5998	74.41						
1	01/20/26	SHIPPING	74.41			1000 455000	433		101000
		Total for Vendor:	74.41						
130225		3411 THE UPS STORE #6740	25.88						
1	12/16/25	SHIPPING	25.88			6025 450000	826		101000
		20290							
		Total for Vendor:	25.88						
130394		812 TIM RUNCORN	482.62						
1	01/19/26	shot show reimb	482.62			1000 421000	340		101000
		Total for Vendor:	482.62						
130427	C	3352 TITAN MACHINERY - FARGO	4,190.76						
1	01/29/26	PB CRBD	4,190.76			1000 430000	381		101000
		PS1027012-1							
		Total for Vendor:	4,190.76						

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
130365		1234 TOOL WAREHOUSE INC	919.46						
1	01/16/26	#7105 TOOLS	248.09			6025 450000	610		101000
		0285172-IN							
2	01/16/26	#7105 TOOLS	580.12			6025 450000	610		101000
		0285173-IN							
3	01/16/26	TOOLS	91.25			6025 450000	432		101000
		0285171-IN							
		Total for Vendor:	919.46						
130364	C	5185 TRANSDUCERS DIRECT LLC	30.52						
1	01/15/26	RMA NFF RETURN POSTAGE	30.52			6025 450000	826		101000
		INV29236							
		Total for Vendor:	30.52						
130396	C	5653 TRAV'S OUTFITTER	1,924.91						
1	01/14/26	A EVELAND BOOTS	209.99			6020 450000	422		101000
		011426							
2	01/14/26	W LICK BOOTS	164.99			6025 450000	422		101000
		011426							
3	01/14/26	C RAMSEY BOOTS	99.99			1000 430000	422		101000
		011426							
4	01/14/26	D MISHESKI BOOTS	164.99			6025 450000	422		101000
		011426							
5	01/14/26	S RUDOLPH BOOTS	179.99			1000 430000	422		101000
		011426							
6	01/14/26	J ZACHER BOOTS	239.99			1000 430001	422		101000
		011426							
7	01/14/26	J NOVACEK BOOTS	204.99			6020 450000	422		101000
		011426							
8	01/14/26	N PRATT BOOTS	179.99			6020 450000	422		101000
		011426							
9	01/14/26	M HUMMEL BOOTS	239.99			1000 430000	422		101000
		011426							
10	01/14/26	J DONELY BOOTS	240.00			1000 430000	422		101000
		011426							
		Total for Vendor:	1,924.91						

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
130326		1373 TROY FREADRICH	117.00						
1		TRAVEL REIMBURSEMENT	117.00			6010 450200	340		101000
		Total for Vendor:	117.00						
130420	C	665 TWIN CITY GARAGE DOOR	413.00						
1	01/28/26	CABLE/THIMBLE KIT	413.00			6020 450000	420		101000
		445685078							
		Total for Vendor:	413.00						
130296		2136 ULINE INC	1,105.87						
1	01/21/26	tyvek coverall's	240.39			1000 421000	365		101000
		203198988							
2	01/19/26	rolls kraft paper	423.74			1000 421000	365		101000
		203044919							
3	01/19/26	kraft bags	441.74			1000 421000	365		101000
		203043111							
130314		2136 ULINE INC	58.95						
1	01/20/26	BUBBLE PACKING	58.95			6025 450000	335		101000
		203121790							
130329		2136 ULINE INC	445.53						
1	01/14/26	WINTER GLOVES	241.53			6020 450000	639		101000
		202892633							
2	01/14/26	FACILITIES - NITRILE GLOVES	204.00			1000 455000	500		101000
		202892633							
130383		2136 ULINE INC	375.95						
1	01/05/26	FIRST AID KIT/DRI DEK MATS	375.95			2210 428000	639		101000
		202410620							
		Total for Vendor:	1,986.30						
130251	-94659C	1562 UNITED WAY OF CASS-CLAY	47.00						
1	01/23/26	Jan 2026 Contributions	47.00			1000 212536			101000
		Total for Vendor:	47.00						

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
130255	-94666E	4665 UNUM	13,350.90						
1	01/23/26	Jan 26 Employee Contributions	7,436.55			1000 212514			101000
2	01/23/26	Jan 26 Employer Contributions	5,914.35			1000 212514			101000
		Total for Vendor:	13,350.90						
129945	C	5649 VALOR CONTRACTING LLC	164,376.60						
1	12/23/25	PROJ 9061	164,376.60			4188 480000	670		101000
		1482							
130379	C	5649 VALOR CONTRACTING LLC	393,095.75						
1	01/28/26	PROJ 9061	393,095.75			4188 480000	670		101000
		1505							
		Total for Vendor:	557,472.35						
130287		999999 VERIZON ATTN VSAT	75.00						
1	01/19/26	warrant target 26-583	75.00			1000 421000	365		101000
		9022423569							
		Total for Vendor:	75.00						
130215	C	4240 VERTEX UNMANNED SOLUTIONS LLC	9,161.00						
1	01/13/26	drone with accessories	9,161.00			1000 421000	864		101000
		5213							
		Total for Vendor:	9,161.00						
130210		2709 VIGEN'S LAWN SERVICE INC	105.00						
1	01/13/26	abatement 437 Foxtail Dr E	105.00			1000 415000	555		101000
		462436							
		Total for Vendor:	105.00						
130256	-94665E	4662 VOYA	564.00						
1	01/23/26	Jan 2026 Contributions	564.00			1000 212511			101000
		Total for Vendor:	564.00						

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
130279	C	544 WALLWORK TRUCK CENTER	114.17						
1	01/19/26	#415 PRESSURE SENSOR	114.17			6010 450200	427		101000
		01P676980							
		Total for Vendor:	114.17						
130231	C	566 WEST FARGO PARK DISTRICT	109,616.21						
1	01/23/26	January 2026 State Aid	109,616.21			2050 451000	992		101000
		Total for Vendor:	109,616.21						
130393		2625 WEST FARGO POLICE PUBLIC SAFETY	10.00						
1	01/20/26	ND non-profit renewal	10.00			1000 421000	375		101000
		078							
		Total for Vendor:	10.00						
130220	C	2184 WEST SIDE STEEL	278.50						
1	01/21/26	DUMPSTER REPAIR	278.50			6010 450200	914		101000
		14198							
130349	C	2184 WEST SIDE STEEL	31.00						
1	01/15/26	#275 ANGLE	31.00			6020 450000	427		101000
		14171							
		Total for Vendor:	309.50						
130202	-94674E	3549 WEX FSA	6,181.20						
1	01/23/26	Med FSA - 01/23/26 payroll	793.71			1000 212530			101000
2	01/23/26	Dep FSA - 01/23/26 payroll	5,074.99			1000 212523			101000
3	01/23/26	Dep FSA - 01/23/26 payroll	312.50			8000 453000	110		101000
		Parks							
		Total for Vendor:	6,181.20						
130196	C	5703 WEX HEALTH, INC	2,505.23						
1	0000037783	01/16/26 COBRA Premium Adj	2,505.23			1000 414103	307		101000
		0000037783							
		Total for Vendor:	2,505.23						

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
130257	-94664E	4676 WEX HSA	46,285.05						
		01.23.26 Payroll							
1	01/23/26	HSA Contributions - ER	13,864.55			1000 212530			101000
2	01/23/26	HSA Contributions - EE	32,420.50			1000 212530			101000
		Total for Vendor:	46,285.05						
130245	118055S	3827 WF Firefighters Association	1,120.00						
1	01/23/26	Fire Union Dues Jan 2026	1,120.00			1000 212552			101000
		Total for Vendor:	1,120.00						
130353	C	5528 WORLD INSURANCE ASSOCIATES LLC	66.00						
1	01/26/26	INSURANCE	34.00			6010 450200	323		101000
447463									
2	01/22/26	INSURANCE	32.00			6010 450200	610		101000
446381									
		Total for Vendor:	66.00						
130239	E	338 XCEL ENERGY	210.79						
1	962414119	01/23/26 New City Hall (WEX Bldg)	210.79			1001 415000	527		101000
962414119									
130372	E	338 XCEL ENERGY	25.62						
1	12/22/25	Dec 2025 603/605 Shey	25.62			1000 421000	527		101000
962548619									
130397	E	338 XCEL ENERGY	6,316.99						
1	01/27/26	STREET LIGHT FEED POINTS	1,882.58			1000 430002	527		101000
962735904									
2	01/27/26	PW VEH STORAGE/SA17	2,105.86			6020 450000	527		101000
962735904									
3	01/27/26	1680 13TH AVE E	163.57			1000 430002	527		101000
962721212									
4	01/27/26	1410 13TH AVE E	50.94			1000 430002	527		101000
962751596									
5	01/27/26	1690 13TH AVE S	59.19			1000 430002	527		101000
962730889									

* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
6	01/26/26 1100 12TH AVE NW		688.96			6020 450000	527		101000
962623546									
7	01/26/26 SM33		42.72			6020 450000	527		101000
962541899									
8	01/26/26 60L 12TH ST E		82.02			6020 450000	527		101000
962574392									
9	01/26/26 1100 12TH AVE NW		411.55			6020 450000	527		101000
962568546									
10	01/26/26 312 5TH AVE W		438.07			1000 430002	527		101000
962563627									
11	01/26/26 309 2ND AVE W		22.36			1000 430002	527		101000
962567579									
12	01/26/26 901 10TH AVE E		53.76			1000 430002	527		101000
962625828									
13	01/23/26 300 SHEYENNE - PIONEER PLACE		49.72			2310 452120	527		101000
962387573									
14	01/23/26 344 SHEYENNE - SHEYENNE PLAZA		20.24			2310 452120	527		101000
962367859									
15	01/20/26 1620 MAIN - TRANSFER STATION		181.90			6010 450200	527		101000
961783662									
16	01/20/26 SM75		63.55			6020 450000	527		101000
961807383									
		Total for Vendor:	6,553.40						
130421	C 582 ZEP SALES AND SERVICE		421.14						
1	01/28/26 CLEANING SUPPLIES		421.14			6020 450000	500		101000
9012341508									
		Total for Vendor:	421.14						
		# of Claims	253	Total:	3330,002.62	# of Vendors	65		
		Total Electronic Claims	2654,673.01						
		Total Non-Electronic Claims	675329.61						

** 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. **

Item Title:

Improvement District No. 2265 – 9th St & 7th Ave NE Reconstruction

Requested Action/Staff Recommendation:

Adopt Resolution Approving Contract and Contractor's Bond and Authorize Notice to Proceed.

Presented By:

Dan Hanson, Senior Director of Community & Development

New Information: At the January 5, 2026, City Commission meeting, the City Commission reviewed bids and awarded a contract to Northern Improvement Company. The contract documents were prepared and delivered to the City Attorney's office for review. After their compliance review, the attached Resolution was prepared for the City Commission's review and approval.

Background & Project Summary: This project will reconstruct the existing 2 lane rural asphalt roadway section to a 3-lane concrete urban section, adding a one-way frontage road fronting the local businesses to manage access control to the corridor along with associated sewer and water main to service abutting properties.

Supporting Documents:

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

Previously Presented Information & Commission Actions:

January 19, 2026-

- **Staff Recommendation:** Approve Land Lease and Purchase Agreements
- **Commission Action:** Commissioner Zundel moved, and Commissioner Anderson seconded to approve. No opposition, motion carried.

January 5, 2026 –

- **Staff Recommendation:** Accept Bid and Award Contract to Northern Improvement Company for their bid amount of \$13,755,418.30
- **Commission Action:** Commissioner Zundel moved, and Commissioner Anderson seconded to approve. No opposition, motion carried.

October 20, 2025 –

- **Staff Recommendation:** Conduct the determination of Protest Sufficiency and Approve associated Resolution.
- **Commission Action:** Commissioner Jorgensen moved, and Commissioner Zundel seconded to approve. No opposition, motion carried.

October 6, 2025 –

- **Staff Recommendation:** Approve Task Order No. 3-10 with Houston Engineering

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

September 8, 2025 –

- **Staff Recommendation:** Approve both an Engineer's Report and Plans and Specifications, and Direct AD for Bids and Resolution of Necessity
- **Commission Action:** Commissioner Olson moved, and Commissioner Anderson seconded to approve. No opposition, motion carried.

August 18, 2025-

- **Staff Recommendation:** Create Improvement District No. 2265 and Direct Engineer to prepare an Engineer's Report
- **Commission Action:** Commissioner Olson moved and Commission Zundel seconded to approve. Commissioner Anderson was absent and not voting. No opposition motion carried on a 4:1 vote.

June 24, 2025 – Project presented to Special Assessment Commission for informational purposes only

December 16, 2024 –

- **Staff Recommendation:** Approve MOU with City of Fargo.
- **Commission Action:** Commissioner Olson moved, and Commissioner Jorgensen seconded to approve. No opposition, motion carried.

August 5, 2024 –

- **Staff Recommendation:** Approve Task order No. 3-5 for design Services
- **Commission Action:** Commissioner Zundel moved, and Commissioner Olson seconded to approve. No opposition, motion carried.

June 5, 2023 –

- **Staff Recommendation:** Approve DCE Submittal with DCE decision Page decisions made by the Commission.
- **Commission Action:** **1.** Commissioner Olson moved and Commissioner George to concur with the project concepts as proposed. **2.** Commissioner George moved, and Commissioner Olson seconded to proceed with Alternative B – Three Lane Urban Corridor. **3.** Commissioner Olson moved, and Commissioner George seconded to optional work item 1 – frontage road north of 7th Ave NE. No opposition to the above actions, motion carried.

May 1, 2023 –

- **Staff Recommendation:** Approve Task Order No. 3-3 for Basic Services.
- **Commission Action:** Commissioner Simmons moved, and Commissioner George seconded to approve. No opposition, motion carried.

August 1, 2022-

- **Staff Recommendation:** Approve Phase II Contract with Houston Engineering
- **Commission Action:** Commissioner Olson moved, and Commissioner George seconded to approve. No opposition, motion carried.

April 18, 2022-

- **Staff Recommendation:** Approve the Task Order No. 3 (Phase I Scoping)

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

Feb 22, 2022-

- **Staff Recommendation:** Authorize RFP to be published for Project No. 2265
- **City Commission Action:** Commissioner Olson moved, and Commissioner George seconded to approve. No opposition, motion carried.

Dec 7, 2020- City Commission authorized grant application

West Fargo City Commission

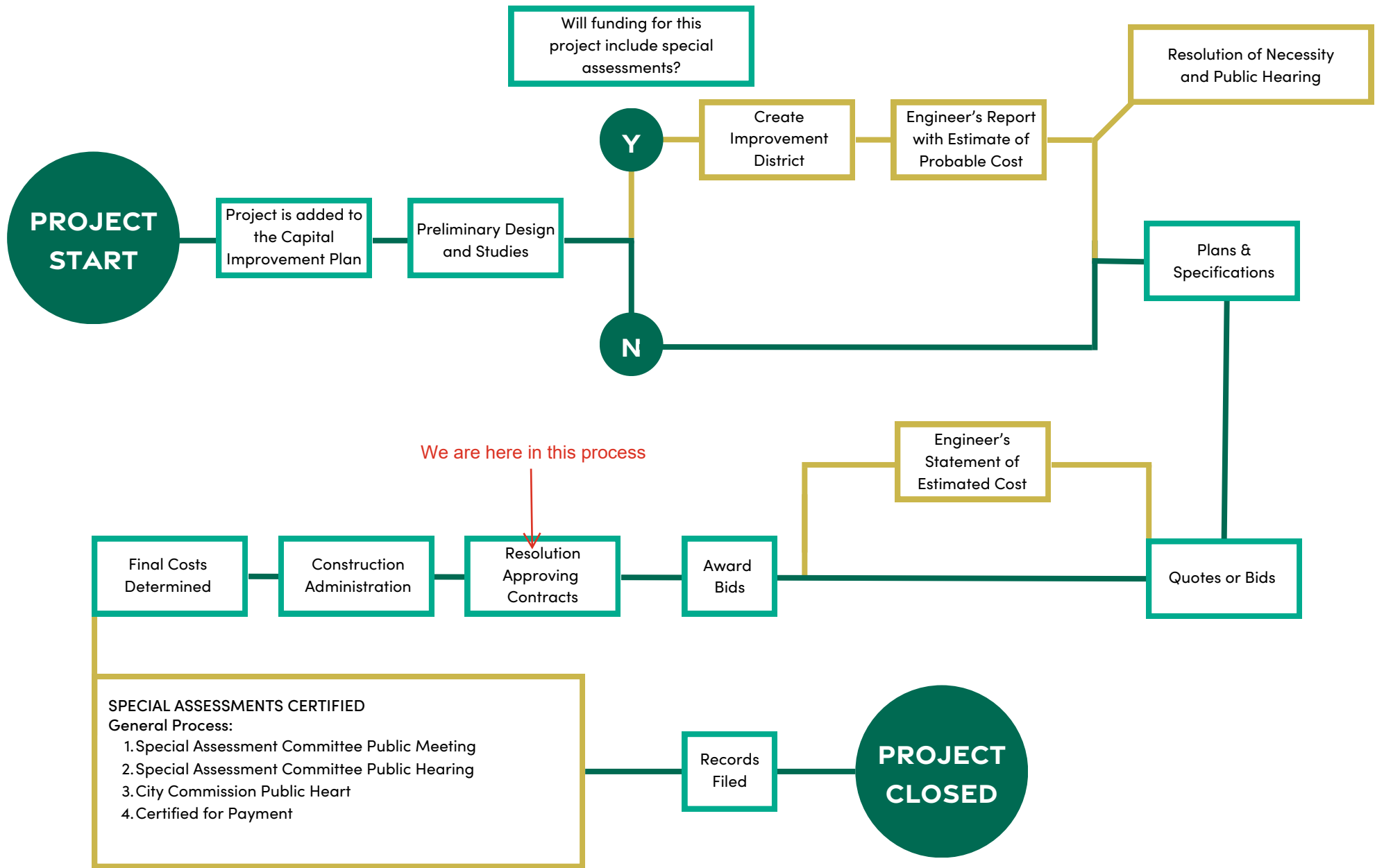
Bernie Dardis, Commission President

Brad Olson, Commission Vice President

Roben Anderson, Rory Jorgensen, Amy Zundel, Commissioners

Dustin Scott, City Administrator

CITY PROJECT PROCESS FLOW CHART



*The City of West Fargo creates an Engineer's Report and Estimate of Probably Cost for most projects, but is legally required to do so for projects using special assessment funding.

*Project Steps in YELLOW boxes are only necessary when a project is funding through the use of special assessments.

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING CONTRACT AND CONTRACTOR'S BOND IN
IMPROVEMENT DISTRICT NO. 2265
NEW WATER SUPPLY, SEWERAGE, STREET SYSTEMS; AND INCIDENTALS

BE IT RESOLVED by the City Commission of the City of West Fargo, North Dakota, that it is hereby found, determined and declared that the general contract heretofore entered into by and between the City of West Fargo and Northern Improvement Company is in full conformity with the law, including Section 40-22-36 of the North Dakota Century Code; that the contractor's bond of Northern Improvement Company heretofore received and filed with the City Auditor is in full conformity with the law including Section 48-02-06.2 of the North Dakota Century Code; and that the contract and contractor's bond are hereby approved.

Dated: February 2, 2026

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by _____. On roll call vote, the following commissioners voted aye: _____. The following commissioners voted nay: _____. The following commissioners were absent and not voting: _____. The majority having voted aye, the motion carried, and the resolution was duly adopted.

NOTICE TO PROCEED

Owner:	City of West Fargo	Owner's Contract No.:	2265
Contractor:	Northern Improvement Company	Contractor's Project No.:	
Engineer:	Houston Engineering	Engineer's Project No.:	2265
Project:	9 th St NE and 7 th Ave NE Reconstruction	Contract Name:	City of West Fargo Improvement District No. 2265 NDDOT Project No. TMA-SU-FXP-8-992(045), PCN 23537
		Effective Date of Contract:	January 7, 2026

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on February 2, 2026.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Substantial Completion is on or before October 17, 2026, and the date of readiness for final payment is May 30, 2027.

Before starting any Work at the Site, Contractor must comply with the following:
Submit any required Storm Water Permitting and adhere to any road restrictions.

Owner:	City of West Fargo

	Authorized Signature
By:	Bernie L. Dardis

Title:	President of the Board of City Commissioners

Date Issued:	February 2, 2026

Copy: Engineer

Item Title:

Improvement District No. 3008 – Meadowridge Development Reconstruction – Phase 1

Requested Action/Staff Recommendation:

Approve Plans and Specifications and Direct Advertisement for Bids

Presented By:

Jerry Wallace, City Engineer

New Information: At the November 17th Commission meeting, the amended Engineer's Report for this neighborhood reconstruction project was approved. Since that time, plans and specifications have been completed, and if approved, the project will proceed to the bidding phase for anticipated construction in 2026.

Background & Project Summary: The Core Area Study identified this area of the Meadow Ridge neighborhood as the second-highest priority project in the study's ranking system. Key factors contributing to this ranking include the presence of flat sanitary sewer mains requiring regular flushing and jetting by Public Works, the presence of asbestos concrete pipe, and the age and overall poor condition of the roadways. In 2023, a study was conducted to evaluate the feasibility of roadway-only improvements. During the preliminary engineering phase, it was discovered that many areas of the neighborhood had only 2 to 4 inches of asphalt, making an overlay project infeasible. Given the age of the utilities, it is recommended that the project reconstruct streets, utilities, sidewalks (as necessary), and streetlights.

Financial Analysis: The amended Engineer's Report estimates the project's total cost at \$6,180,000.00. Per the 2024 CIP, 70% of the project costs are proposed to be funded through Capital Improvement Sales Tax, with the remaining costs to be specially assessed to the benefiting properties. A grant application has also been submitted to help cover the cost of replacing the water main, if received. If secured, these funds would be used to reduce the project's cost.

Policy Analysis: The area's infrastructure is nearing the end of its design life. With this project, infrastructure will be updated to modern standards that would have an expected life cycle of 50 years or more with proper maintenance (such as future mill and overlays). With modern PVC materials and their corrosion resistance, the useful life of water and sewer mains is estimated to approach 100 years under favorable conditions.

Supporting Documents:

- Plan cover sheet, which represents the Plans and Specifications (*Note: A full plan set is available at the Engineering Department*)
- Advertisement for Bids
- Associated Resolutions

Previously Presented Information & Commission Actions:

November 17, 2025 –

- **Staff Recommendation:** Approve Amended Engineer's Report
- **Commission Action:** Commissioner Anderson moved, and Commissioner Jorgensen seconded to approve. No opposition, motion carried.

September 22, 2025 –

- **Staff Recommendation:** Approve Engineer's Report, Direct Plans and Specifications; and Approve Task Order No. 96-1.
- **Commission Action:** Commissioner Jorgensen moved, and Commissioner Zundel seconded to approve. No opposition, motion carried.

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

West Fargo City Commission

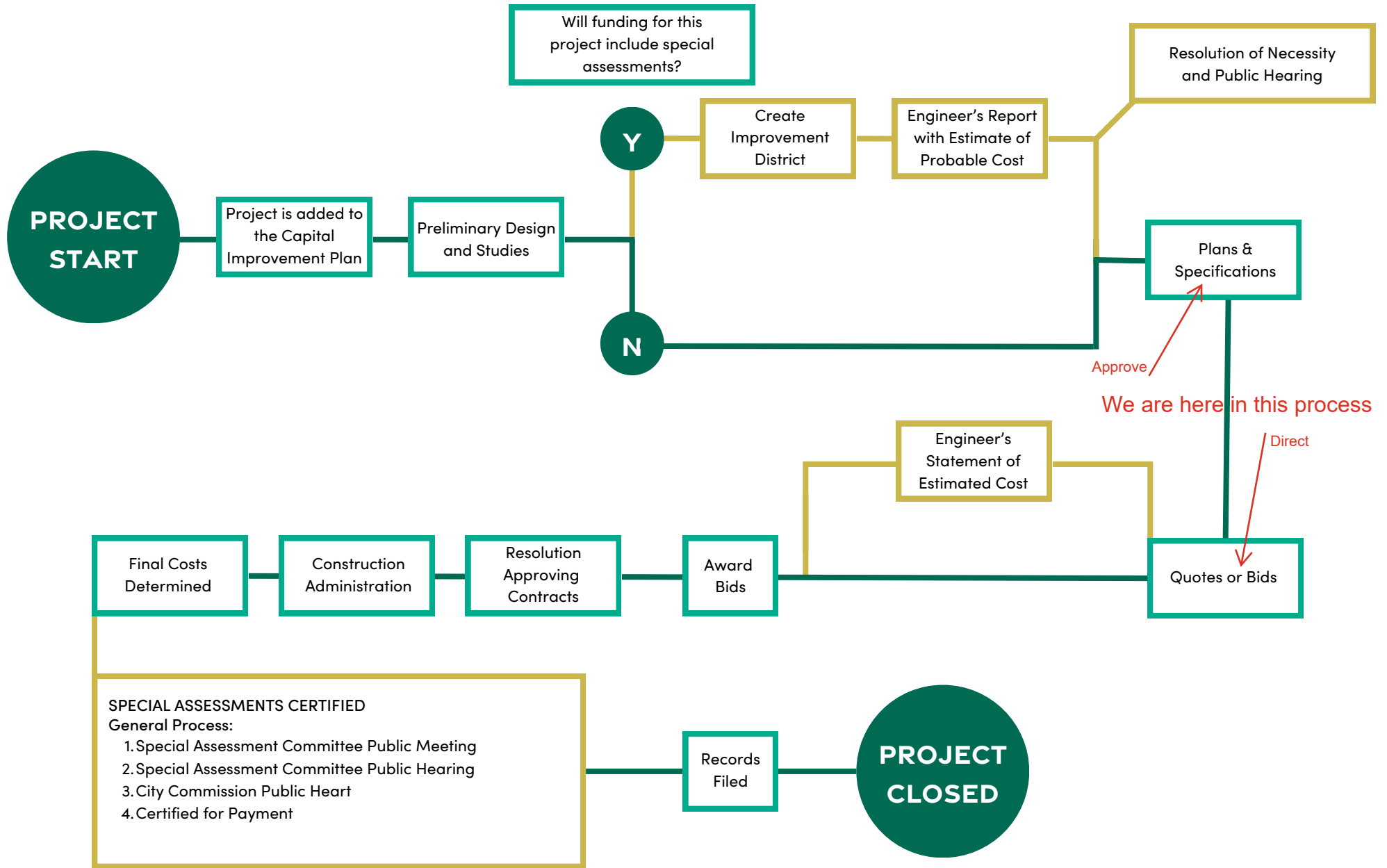
Bernie Dardis, Commission President

Brad Olson, Commission Vice President

Roben Anderson, Rory Jorgensen, Amy Zundel, Commissioners

Dustin Scott, City Administrator

CITY PROJECT PROCESS FLOW CHART



*The City of West Fargo creates an Engineer's Report and Estimate of Probably Cost for most projects, but is legally required to do so for projects using special assessment funding.

*Project Steps in YELLOW boxes are only necessary when a project is funding through the use of special assessments.

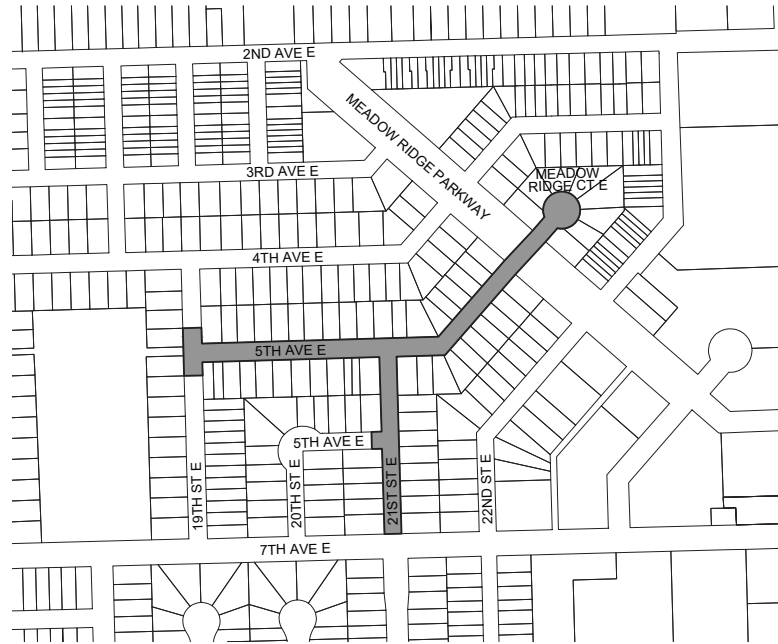
IMPROVEMENT DISTRICT NO. 3008

REPLACEMENT OF WATER SUPPLY, SEWERAGE SYSTEMS, STREET RECONSTRUCTION, AND INCIDENTALS

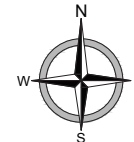
MEADOW RIDGE RECONSTRUCTION - PHASE I WEST FARGO, NORTH DAKOTA



VICINITY MAP



PROJECT LOCATION



PROJECT No. 30292



CITY OF WEST FARGO, NORTH DAKOTA
IMPROVEMENT DISTRICT NO. 3008; REPLACEMENT OF WATER SUPPLY, SEWERAGE SYSTEMS, STREET
RECONSTRUCTION, AND INCIDENTALS
MEADOW RIDGE RECONSTRUCTION – PHASE I

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 February 26, 2026 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 following Work: replacement of water distribution, sanitary sewer collection, and storm sewer systems; street reconstruction; street lighting; concrete flatwork; and incidental items.

Bids will be received for a single prime Contract. Bids shall be on a unit price basis.

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 9995585 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.

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.

This project anticipates funding from the Drinking Water and/or Clean Water State Revolving Fund program. Bidder's attention is called to the SRF requirements in the bid package.

Bidders on this work will be required to comply with American Iron and Steel requirements of the Consolidated Appropriations Act, 2014. The requirements for bidders and contractors under this regulation are explained in the specifications.

Bidders are required to comply with Davis-Bacon prevailing wage requirements.

Bidders on this work will be required to comply with Title 40 CFR Part 33– Participation by Disadvantaged Business Enterprises in the United States Environmental Protection Agency Programs. The requirements for bidders and contractors under this regulation concern utilization of Minority Business Enterprises (MBE), Women’s Business Enterprises (WBE), and Small Business Enterprises (SBE) and are explained in the specifications.

The goal for MBE is 2% of the total dollar value of the project. The goal for WBE is 3% of the total dollar value of the project. To demonstrate a good faith effort to comply, bidders must include the MBE/WBE subcontractor solicitation form in the bid package.

Bidders on this work will be required to comply with the President’s Executive Order No. 11246, as amended. The requirements for bidders and contractors under this order are explained in the specifications.

Bidders are required to comply with the Build America, Buy America Act Requirements.

Any lead service line replacements conducted under this project must replace the entire lead service line, not just a portion, unless a portion has already been replaced or is concurrently being replaced with another funding source.

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: February 2, 2025

Publish Dates: February 11, 2026 and February 18, 2026

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING PLANS AND SPECIFICATIONS FOR IMPROVEMENTS IN
IMPROVEMENT DISTRICT NO. 3008 - NEW WATER SUPPLY, SEWERAGE, STREET
SYSTEMS; AND INCIDENTALS OF THE CITY OF WEST FARGO

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, North Dakota, that the plans and specifications and estimates of cost for improvements in Improvement District No. 3008 - New Water Supply, Sewerage, Street Systems; and Incidentals of the City of West Fargo heretofore prepared by Jerry Wallace, Engineer for the City, be and the same hereby are approved, ratified and confirmed as the plans and specifications and estimates of cost in accordance with which said improvements shall be constructed and the City Auditor shall file the same in his office open to public inspection.

Dated: February 2, 2026

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

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

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

RESOLUTION DIRECTING AUDITOR TO
ADVERTISE FOR BIDS

WHEREAS, this Board has heretofore created Improvement District No. 3008- New Water Supply, Sewerage, Street Systems; and Incidentals of the City of West Fargo; and

WHEREAS, plans and specifications and estimates of costs for said Improvement District No. 3008 have heretofore been directed to be prepared by the Engineer for the City of West Fargo; and

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

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

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, Cass County, North Dakota, that the City Auditor be, and she is hereby authorized and directed to cause notice of Advertisement for Bids for the construction of the work heretofore directed to be made in Improvement District No. 3008 - New Water Supply, Sewerage, Street Systems; and Incidentals to be published once each week for **two** consecutive weeks in *The Forum*, and that the City Engineer will meet via video/phone conference, at a time and date to be determined by the City Auditor, for the purpose of revealing and reading aloud bids submitted electronically prior to the time of such meeting in accordance with such published advertisement for bids for the purpose of taking such other and further action with reference thereto as shall then be deemed necessary and expedient. A link for video/phone conference is provided at www.questcdn.com. Such advertisements shall be published in the form as provided in Section 48-01.2 of the North Dakota Century Code as amended.

Dated: February 2, 2026

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

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



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (8-2025)

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 WEST FARGO PACKER BACKERS		Dates of Activity (Does not include dates for the sales of tickets) FRIDAY, MARCH 27, 2026	
Organization or Group Contact Person STEPHANIE LAURITSEN	E-mail STEPH@RPLANNERS.COM	Telephone Number 701-238-1013	
Business Address 801 9TH ST EAST	City WEST FARGO	State ND	ZIP Code 58078
Mailing Address (if different) PO BOX 863	City WEST FARGO	State ND	ZIP Code 58078

SITE INFO

Site Name STAGE WEST	County CASS		
Site Physical Address 300 SHEYENNE ST. SUITE 120	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, ONE TIME EVENT, FRIDAY, MARCH 27, 2026			

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

Game Type	Description of Prize	Exact Retail Value of Prize
RAFFLES	SEE ATTACHED	
Total (limit \$50,000 per year)		\$ 8,760.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds We will use the funds to support Packer Backer donations to WF High/Cheney Middle School student programs, activities and staff
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) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Total Retail Value: _____ (This amount is part of the total prize limit for \$50,000 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.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Printed Name of Organization Group's Permit Organizer STEPHANIE LAURITSEN	Telephone Number 701-238-1013	E-mail Address STEPH@RPLANNERS.COM
Signature of Organization Group's Permit Organizer 	Title WF PACKER BACKERS BOARD MEMBER	Date 1-16-2026

West Fargo Packer Backers - Bull Ball Fundraiser Raffle Prizes	
Prize	Value
Assorted Beer Package	\$250.00
Bank Coffee Mugs	\$35.00
Bank Coffee Mugs	\$35.00
Bank Coffee Mugs	\$35.00
Bar Code Gift Card	\$50.00
Box of Ribs	\$100.00
Brisket	\$100.00
Cash Giveaway	\$1,000.00
Coffee Gift Card Tree	\$100.00
Destination Trip Package	\$1,000.00
Draw String Bag and Donut Gift Card	\$35.00
Hair and Skin Product	\$150.00
Housecleaning/Carpet Cleaning	\$500.00
Liquor Gift Basket with mugs	\$100.00
Massage & Mani/Pedi	\$250.00
Meat Package	\$500.00
North Dakota product gift basket	\$150.00
Packer Baseball Caps and Pullovers	\$200.00
Packer Swag Basket w/activity pass	\$280.00
Packer VIP Parking	\$300.00
Plaza Passes to Ernest & Henning Concerts	\$800.00
RRVF Concert Tickets	\$200.00
Rustad punch cards	\$40.00
Scheels gift card	\$250.00
Scheels gift card	\$250.00
The Local Gift Card	\$50.00
Treasure Chest with \$500 lottery tickets	\$500.00
Wellness Gift Basket	\$100.00
West Acres Gift Card	\$250.00
West Acres Gift Card	\$250.00
Wine Basket	\$100.00
Wine Basket	\$100.00
Wine Game	\$500.00
Winter Survival Kit & Emergency Road Side Kit	\$200.00
	\$8,760.00



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9338 (8-2025)

Applying for (check one)

Local Permit Restricted Event Permit*

Games to be conducted

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 Brothers Keepers MC Centralia		Dates of Activity (Does not include dates for the sales of tickets) 08/01/2026	
Organization or Group Contact Person Patrick Porter	E-mail sfcpatp@gmail.com	Telephone Number 701-640-3752	
Business Address PO BOX 92	City West Fargo	State ND	ZIP Code 58078-0092
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Hooligans Bar and Grill	City	State	ZIP Code
	West Fargo	ND	58078
Site Physical Address 509 32nd Ave W	County Cass		
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 - 08/01/2025			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	TV - \$500.00 Grill - \$400.00 Purse - \$200.00	1,100.00
Raffle	Various gift cards from local vendors	1,300.00
Raffle	50/50	200.00
Total (limit \$50,000 per year)		\$ 2,600.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Donate proceeds to Honor Flight

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: **2,600.00** (This amount is part of the total prize limit for \$50,000 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 Patrick A. Porter	Telephone Number 701-640-3752	E-mail Address sfcpatp@gmail.com
Signature of Organization Group's Permit Organizer 	Title Treasurer	Date Jan 19, 2026



MAYORAL PROCLAMATION

100TH ANNIVERSARY OF SCOUTING AMERICA TROOP 213

WHEREAS, the Scouting movement, through its programs has encouraged youth and adult Scouters to live by the Scout Oath and Law, which serves to build character, train youth in personal responsibility, citizenship, and leadership development, and promote personal fitness since 1910; and

WHEREAS, success in Scouting is the result of countless hours of selfless volunteerism by youth scouters, dedicated leaders, parents, and community organizations which positively impact local communities; and

WHEREAS, Scouting America Troop 213, chartered by Faith+Journey Lutheran Church in the City of West Fargo, ND was established in 1926; and

WHEREAS, for one hundred years, Troop 213 has upheld the values of Scouting America and served the community with dignity and honor, guiding youth to “Do Their Best” and “Always Be Prepared” when performing numerous community service projects, on outdoor adventures, earning rank advancements or merit badges; and

WHEREAS, the City of West Fargo is better because of the contributions of Troop 213 Scouters, who learn to be better leaders, the importance of helping others, and how to make the world a better place;

THEREFORE, BE IT RESOLVED, I, Bernie Dardis, Mayor of West Fargo, North Dakota, do hereby recognize and celebrate the 100th Anniversary of Scouting America Troop 213 and express gratitude for one hundred years of service, leadership, and dedication to the highest ideals of citizenship and extends its best wishes for continued success in the years to come.

**Bernie Dardis, Mayor
City of West Fargo**

Item Title: PILOT incentive request and public hearing for MARKAR LLP (DBA Sandy's Donuts)

Presented By: Casey Sanders- Berglund Director of Economic Development

Requested Action/Staff Recommendation: Approve the five-year PILOT for MARKAR LLP

Background & Project Summary:

MARKAR LLP is expanding their property portfolio and acquiring the property at 1914 4 Ave NW West Fargo, ND. The business aims to add a manufacturing and distribution location in the building formerly used for the business Air Mechanical which is closing their doors. The property is 11,3000 sq. feet and ownership's plan is to expand the property by 3,000 sq. feet. The organization's aim is to automate and gain in efficiency that support all other Sandy's locations and vendors. The state has approved a tax automation exemption for the equipment that has been purchased for this facility.

Attached Supporting Documents:

- Staff Report

Financial Impact:

The property tax is currently \$16,944. The proposed public participation requested is for a total of \$10,278 over the period of five years. This amount reflects an approximate amount of the increase from the current property value tax to the estimated property value tax or in other words the amount requested is the difference in the property tax that will be added once the property value increases due to the addition.

Process/Timeline:

- Economic Development Advisory committee has reviewed this request and recommended it for approval.
- A notice of public hearing has been posted.
- No work has been completed on the property as the work is pending the decision from City Commission.

West Fargo City Commission

Bernie Dardis, Commission President
Brad Olson, Commission Vice President
Roben Anderson, Rory Jorgensen, Amy Zundel, Commissioners
Dustin Scott, City Administrator
Page 76 of 159

CITY OF WEST FARGO ECONOMIC DEVELOPMENT

STAFF REPORT

MARKAR LLP (DBA Sandy's Donuts)		PILOT
Address: 1914 4 Ave NW West Fargo, ND 58078		
Legal Description: LOT 4 BLK 2 Butlers 4 th		
Applicant: Markar LLP Owner: Jeff Ostlund	Staff Contact: Economic Development Casey Sanders- Berglund	
Economic Development Advisory Committee:	January 9, 2026	
West Fargo Public School District:	N/A	
Cass County Board of Commissioners:	N/A	
Public Notice:	Affidavit received	
Public Hearing:	Scheduled in conjunction w/ City Commission meeting February 2, 2026	
City Commission:	February 2, 2026	

PURPOSE:

The applicant is proposing an expansion project for an existing business founded in West Fargo, ND. This expansion marks a shift for the business as they move forward in developing their first manufacturing property. The goal of acquiring this property is to allow the business to have room to scale. This property is 11,300 sq. feet. With plans to expand 3,000 sq. feet. The goal of this expansion for the company is efficiency and opportunity for continued growth.

STATEMENTS OF FACT:

Existing Land Use:	Commercial
Current Property Tax:	\$ 16,944
Identified Blight or Slum:	No
Relocation Requirements:	Current occupant is dissolving
Current Zoning District(s):	Light Industrial
Zoning Overlay District(s):	None
Previous / Current Incentives -Applicant	Enterprise Grant, Renaissance Zone (Different property)
Previous / Current Incentives -Property	None

PROPERTY OWNERSHIP, VALUES, & LOT SIZES:

Total number of properties	1
Property ID:	02-0033-00070-000
Legal Description:	LOT 4 BLK 2 Butlers 4th
Address:	1914 4 Ave NW, West Fargo, ND 58078
Lot Size:	1.34 Acres or 58,167.59 Sq Ft
Owner:	Current occupant Sjothun Properties (DBA Air Mechanical)
Improvement Value:	994,100.00
Total Property Value:	1,227,100.00

DISCUSSION AND OBSERVATIONS:

- The project will allow for this expanding business to continue expansion in West Fargo.
- The proposed project will ensure the infill of an industrial building in which the current tenant is vacating.
- This business has continued to grow with its headquarters in West Fargo for almost 40 years.
- There will be no intentional job growth due to this location as the goal is efficiency.
- This is a manufacturing location in which this property specifically does not produce any sales tax revenue but will support all other locations and vendors with increase volume.
- The state has approved a tax automation exemption for the equipment purchased for this facility

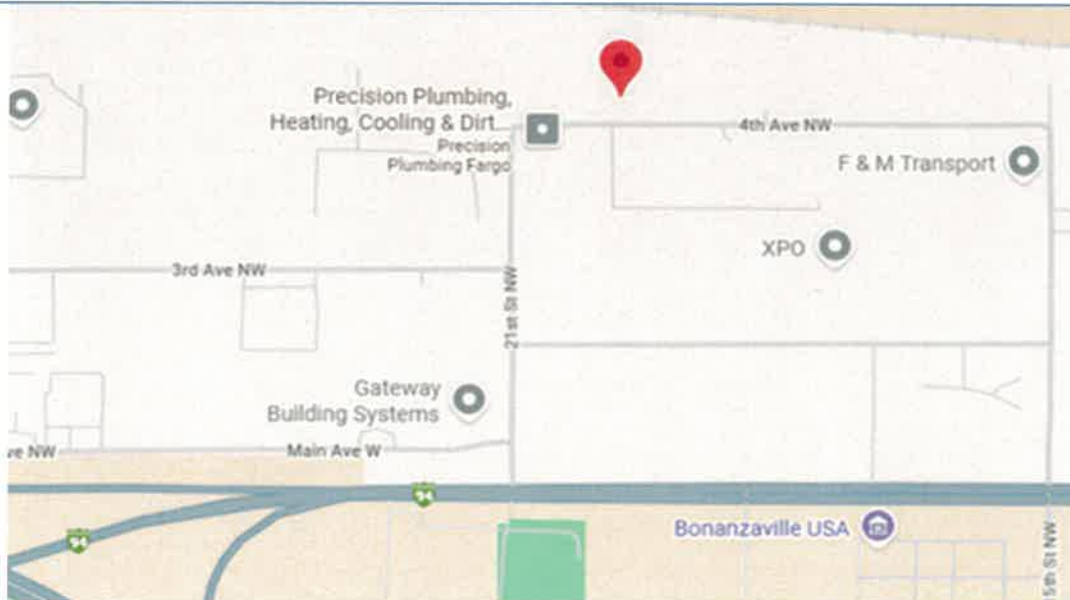
PUBLIC PARTICIPATION:

Public assistance for this project will be proposed to consist of a five-year Payment In Lieu of Taxes in which the payment each year would consist of approximately 10-11% of the total property tax amount. After the five-year PILOT the total is approximately \$10,278.100

Breakdown of Public Participation:

Current property tax is \$16,944.38 annually and after improvements it is projected to be \$19,000 annually. The public participation requested is asking only for the difference in the increase in the value for a period of five years. The table below outlines approximate values for estimations for future property tax and therefore public participation.

Years	Current Property Tax	Estimated Future Tax after Improvements	PILOT	Approximate Public Participation
1	\$ 16,944.38	\$ 19,000.00	\$ 16,944.38	\$ 2,055.62
2	\$ 16,944.38	\$ 19,000.00	\$ 16,944.38	\$ 2,055.62
3	\$ 16,944.38	\$ 19,000.00	\$ 16,944.38	\$ 2,055.62
4	\$ 16,944.38	\$ 19,000.00	\$ 16,944.38	\$ 2,055.62
5	\$ 16,944.38	\$ 19,000.00	\$ 16,944.38	\$ 2,055.62
Total	\$ 84,721.90	\$ 95,000.00	\$ 84,721.90	\$ 10,278.10



STAFF REPORT



LAND USE, ZONING, STREET PLANS, DISPLACEMENT OF RESIDENCE OR BUSINESSES:

There would currently be no zoning changes, displacements, or street concerns with this business expanding into this existing location.

ECONOMIC DEVELOPMENT ADVISORY COMMITTEE RECOMMENDATION:

This project was reviewed at the January 9th, 2026, EDAC meeting. The committee had a long discussion about this project and ultimately chose to support the project as presented today. The project was presented initially with an additional request but was adjusted to reflect the increase as presented in the public participation section. The discussion centered around aiming to find a balance of supporting a long-standing West Fargo business and their expansion while also considering the property tax cap and the future budget constraints that the city overall may face.

RECOMMENDATIONS:

Upon analysis of this project the PILOT at 5 years and increase of property tax as the public participation portion would give a return on property tax investment five years after the end of the initial five-year PILOT. It will support the continued growth of a longstanding West Fargo company that is locally owned. Additionally, the multiplier effects like sales tax that all the other locations that they distribute to will enhance the economic activity in those spaces.

Item Title:

Project No. 2293 – 9th Street NE – Grade Separation

Requested Action/Staff Recommendation:

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

Presented By:

Dan Hanson, Senior Director of Community & Development

New Information:

West Fargo is proceeding with the design construction of a bridge over the BNSF railroad on 9th St. NE. Originally this project was meant to be designed and bid under the umbrella of Improvement District No. 2265. The NDDOT did not approve this so the bridge project will be bid separately as Project No. 2293 – 9th Street NE – Grade Separation.

Due to this grade separation splitting into a separate project staff a separate Engineer's Report has been created for this project to maintain the city's standard practice of project flow as shown in the attached City Project Process Flow Chart.

Background & Project Summary:

A grade separation (bridge over the railroad) is proposed to be constructed to provide safe and efficient traffic movement through the 9th Street NE corridor which is an important arterial roadway corridor in this area of the city.

The project is designed and currently awaiting final approval of the agreement between the City and the FHWA. Upon approval of the agreement the project will be bid, and the construction is intended to take place beginning in 2026 with completion estimated to take place in the summer of 2027.

Financial Analysis:

Project No. 2293 – 9th St. NE – Grade Separation is intended to be paid for via several grants shown below with the local share proposed to be paid for via a bon. This project is not proposed to be assessed.

The following are the estimated costs for the project:

Estimated Total Project Cost:	\$36,942,000
RAISE Grant Funds:	(\$23,816,550)
Prairie Dog Grant Funds:	(\$ 5,864,257)
BNSF Grant Funds:	(\$ 600,000)
Total Local Cost:	\$ 6,661,193

In addition to the RAISE and BNSF grants listed above, A NDDOT Flex Fund grant was applied for with a request of \$9,028,792.50. Correspondence was received on January 27th, 2026 that we were unsuccessful in securing the highly sought after Flex funding, however we were awarded \$5,864,257.69 in Prairie Dog grant funds.

The attached Engineer's Report has additional information on the project funding.

Supporting Documents:

- Engineer's Report
- Correspondence Regarding Prairie Dog Grant Funds
- Associated Resolutions

Previously Presented Information & Commission Actions:

January 19, 2025

- **Staff Recommendation:** Approve Access Easement Agreement
- **Commission Action:** Commissioner Zundel moved and Commissioner Anderson seconded to approve. No opposition, motion carried.

February 3, 2025

- **Staff Recommendation:** Create Project No. 2293 and Approve Task Order No. 9 with Houston Engineering
- **Commission Action:** Commissioner Zundel moved and Commissioner Anderson seconded to approve. No opposition, motion carried.

(Additional actions taken with respect to this project when it was originally a part of Improvement District No. 2265)

Project No. 2265 - Previously Presented Information:

August 5, 2024 –

- **Staff Recommendation:** Approve Task Order No. 3-5 for Design Services
- **Commission Action:** Commissioner Zundel moved, and Commissioner Olson seconded to approve. No opposition, motion carried.

June 5, 2023 –

- **Staff Recommendation:** Approve DCE Submittal with DCE decision Page decisions made by the Commission.
- **Commission Action:** three separate motions were made for the following:
 - Commissioner Olson moved and Commissioner George seconded to concur with the project concepts as proposed.
 - Commissioner George moved and Commissioner Olson seconded to proceed with alternative B – Three Lane Urban Corridor.
 - Commissioner Olson moved and Commissioner George seconded to with optional work item 1 – frontage road north of 7th Ave NE. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motions were declared

May 1, 2023 –

- **Staff Recommendation:** Approve Task Order No. 3-3 for Basic Services.
- **Commission Action:** Commissioner Simmons moved, and Commissioner George seconded to approve. No opposition, motion carried.

August 1, 2022-

- **Staff Recommendation:** Approve Phase II Contract with Houston Engineering
- **Commission Action:** Commissioner Olson moved, and Commissioner George seconded to approve. No opposition, motion carried.

April 18, 2022-

- **Staff Recommendation:** Approve the Task Order No. 3 (Phase I Scoping)
- **City Commission Action:** Commissioner Gjerdevig moved, and Commissioner Olson seconded to approve. No opposition, motion carried.

Feb 22, 2022-

- **Staff Recommendation:** Authorize RFP to be published for Project No. 2265
- **City Commission Action:** Commissioner Olson moved, and Commissioner George seconded to approve. No opposition, motion carried.

Dec 7, 2020-

- City Commission authorized grant application

West Fargo City Commission

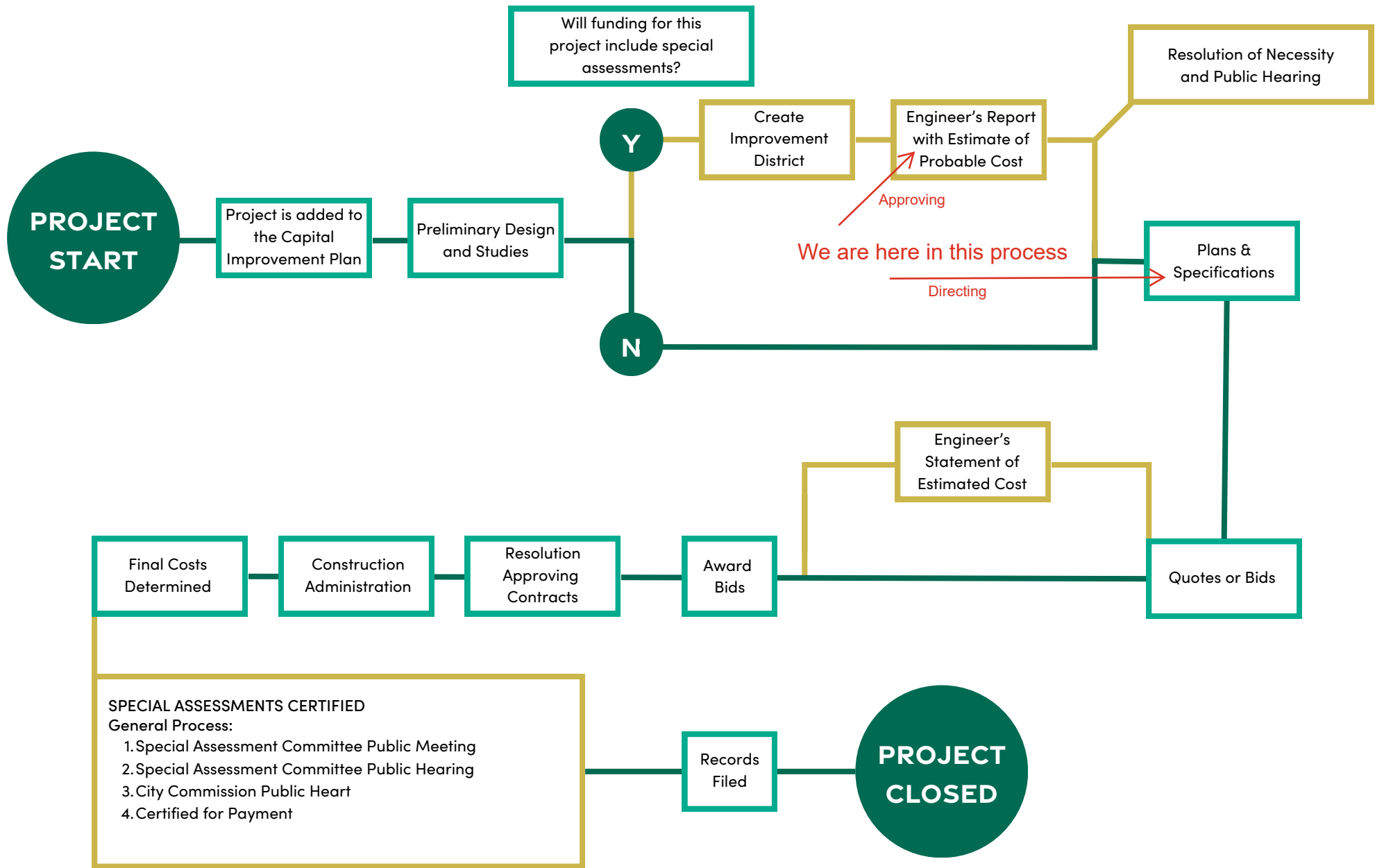
Bernie Dardis, Commission President

Brad Olson, Commission Vice President

Roben Anderson, Rory Jorgensen, Amy Zundel, Commissioners

Dustin Scott, City Administrator

CITY PROJECT PROCESS FLOW CHART



*The City of West Fargo creates an Engineer's Report and Estimate of Probably Cost for most projects, but is legally required to do so for projects using special assessment funding.

*Project Steps in YELLOW boxes are only necessary when a project is funding through the use of special assessments.

Engineer's Report

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

Project No. 2293

9th Street NE – Grade Separation

General Nature (Scope)

Growth within the City of West Fargo has resulted in an increase in average daily traffic (ADT) on 9th St NE. The City of West Fargo identified 9th Street NE, from Main Avenue E to 12th Avenue NE for reconstruction due to deteriorating pavement conditions and need to increase the level of operations.

The proposed work will replace the existing at grade crossing of 9th St NE and BNSF Railway with a 9th St NE overpass. The limits of the overpass roadway profile would span from 1,000' south of the existing railroad crossing to 1,100' north of the existing crossing.

The overpass over the BNSF crossing on 9th St NE would maintain the three-lane urban section with a 12' wide southbound and northbound thru lane with a 14' wide continuous two-way left turn lane. A 10' wide shared use path would be provided west of 9th St NE. To minimize right-of-way impacts, retaining walls will be constructed beyond the shared use path and east of 9th St NE. Railings would be put in place at the top of the retaining wall.

Purpose

To construct an overpass over the existing BNSF railroad to provide more effective traffic movements for this commercial and industrial corridor as well as to decrease emergency services response time. Additionally, the constructing of the proposed overpass will eliminate any potential for train/vehicle collisions and increase pedestrian safety throughout the corridor.

Feasibility

A grant request was submitted to the U.S. Department of Transportation (USDOT) through the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant program for the BNSF Railway Overpass. The USDOT awarded \$23,816,550 towards construction of the BNSF Overpass construction, with BNSF providing an additional \$600,000 towards the construction of the bridge. The remaining costs of the project are to be funded from local sources.

Additionally, A NDDOT Flex Fund (Flexible Transportation Fund Program) grant has been applied for with a request of \$9,028,792.50. These funds are very competitive so no assumption is being made that we will be successful in securing the grant. It is anticipated that we will learn if we are awarded these funds in January 2026. The Estimate of Probable Cost on the following sheet assumes that the city is unsuccessful in obtaining the Flex funding.

Estimate of Probable Cost

Construction		\$29,770,000
Bid Proposal Items	\$23,816,000	
Contingency (~25%)	\$ 5,954,000	
Consultant (Design/Construction)		\$2,600,000
Legal & Administration (~5%)		\$1,500,000
Utility Relocation		\$200,000
Land Acquisition		\$622,000
BNSF Construction Administration		\$750,000
WF Engineering Fee (~1%)		\$300,000
Bonding/Interest (~4%)		\$1,200,000
<hr/>		
Total Estimated Cost		\$36,942,000

Source of Funds

Special Assessments		\$0
Grant Funding		\$30,280,807
RAISE Grant Funds	\$23,816,550	
BNSF Grant Funds	\$ 600,000	
Prairie Dog Grant Funds	\$ 5,864,257	
City Funds		\$6,661,193
TBD	\$6,661,193	
<hr/>		
Total		\$36,942,000

Supporting Documents (Available upon request)

- A. Consultant’s report
 - a. Estimate of Probable Cost
 - b. Maps, Drawings, Etc.
- B. Photos

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





1/26/2026

City of West Fargo

To Whom It May Concern:

SUBJECT: Flexible Transportation Fund & Prairie Dog as Grants

The North Dakota Department of Transportation (NDDOT) would like to thank you for submitting your project for consideration for the Flexible Transportation Fund (see attached application). Your project was not selected for the Flexible Transportation Fund; however, it has been selected for funding through the Prairie Dog as Grants.

The Prairie Dog as Grants funds are not currently available, when and if they become available you will receive another letter notifying you of being awarded funds. Project expenses are not eligible for reimbursement until the date of that award letter. If you choose to proceed with your project before that letter, you will be accepting all risk if funds do not become available. Any project costs between the date of this letter and your award letter can be considered your local match for the project, if the project is ultimately awarded.

Due to funding limitations, your project has been awarded \$5,864,257.69 of the requested amount of \$9,028,792.50.

Ben Sampica (bsampica@nd.gov, 701-328-5057) and Traci Sletmoe (tsletmoe@nd.gov, 701-328-5073) in our Local Government Division are available to answer any questions.

Sincerely,

Ron Henke

Ronald J. Henke, PE
Director

38/TS
By E-mail

Attachment: Project Application

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION DIRECTING ENGINEER TO PREPARE REPORT

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, deeming it necessary to make certain improvements consisting of constructing a new bridge to include installation of foundations, substructures, and superstructure components; construction of approach roadways and implementation of stormwater, drainage, and erosion-control measures, and all other incidental work, appurtenance, and supporting structures used or useful in connection with the above specified improvements, be constructed and made in Project No. 2293 – 9th Street Northeast – Grade Separation 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 a report as to the general nature, purpose and feasibility of the proposed project and an estimate of the probable cost of the work.

Dated: February 2, 2026

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

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

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING ENGINEER'S REPORT

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, North Dakota, that the report of the Engineer for the City of West Fargo as to the general nature, purpose and feasibility along with an estimate of the probable cost of the work has been filed with this Board and that the same is hereby approved for Project No. 2293 – 9th Street Northeast – Grade Separation

Dated: February 2, 2026

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 constructing a new bridge to include installation of foundations, substructures, and superstructure components; construction of approach roadways and implementation of stormwater, drainage, and erosion-control measures, and all other incidental work, appurtenance, and supporting structures be constructed and made in Project No. 2293 – 9th Street Northeast - Grade Separation 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: February 2, 2026

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.

Item Title: 26th Street NW and 7th Ave NE – Rail Crossing Surface Replacement

Requested Action/Staff Recommendation: Authorize entering into Crossing Surface Installation Agreements with BNSF

Presented By: Jerry Wallace, City Engineer

New Information: The purpose of this agenda item is to authorize two crossing surface installation agreements to replace aging or failing street crossings at 26th Street NW and 7th Avenue NE.

During the December 16, 2024, City Commission meeting, the Commission authorized execution of a Crossing Surface Installation Agreement with BNSF Railway for replacement of the concrete crossing surface at the 26th Street NW rail crossing. Replacement of the crossing surface at this location remains outstanding.

Since that time, BNSF has requested that the 7th Avenue NE rail crossing also be improved, with construction anticipated in 2027. Because the original BNSF signatory is no longer in that role, an updated agreement is required for the 26th Street NW crossing. A separate Crossing Surface Installation Agreement for the 7th Avenue NE crossing is also included in this packet.

Public roadway rail crossings are a shared responsibility between the roadway authority and the railroad. Consistent with this responsibility, BNSF is willing to partner with the City of West Fargo to replace the crossing surfaces at these locations. In accordance with Condition No. 2 of the agreements, Public Works staff will provide traffic control and perform any necessary removals, grading, and paving.

Financial Analysis: Work for both crossings is estimated at \$144,000 pursuant to the two agreements. Additional costs associated with Condition No. 2 are expected to be minimal; however, the final amount will not be known until coordination with BNSF occurs during construction. Any such costs are expected to be accommodated in accordance with the City's existing procurement policies.

Supporting Documents:

- BSNF Crossing Surface Installation Agreements (with location exhibits)

Previously Presented Information & Commission Actions:

12/16/2024 –

- **Staff Recommendation:** Authorize entering into a Cost Share Agreement with BSNF.

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

West Fargo City Commission

Bernie Dardis, Commission President

Brad Olson, Commission Vice President

Roben Anderson, Rory Jorgensen, Amy Zundel, Commissioners

Dustin Scott, City Administrator

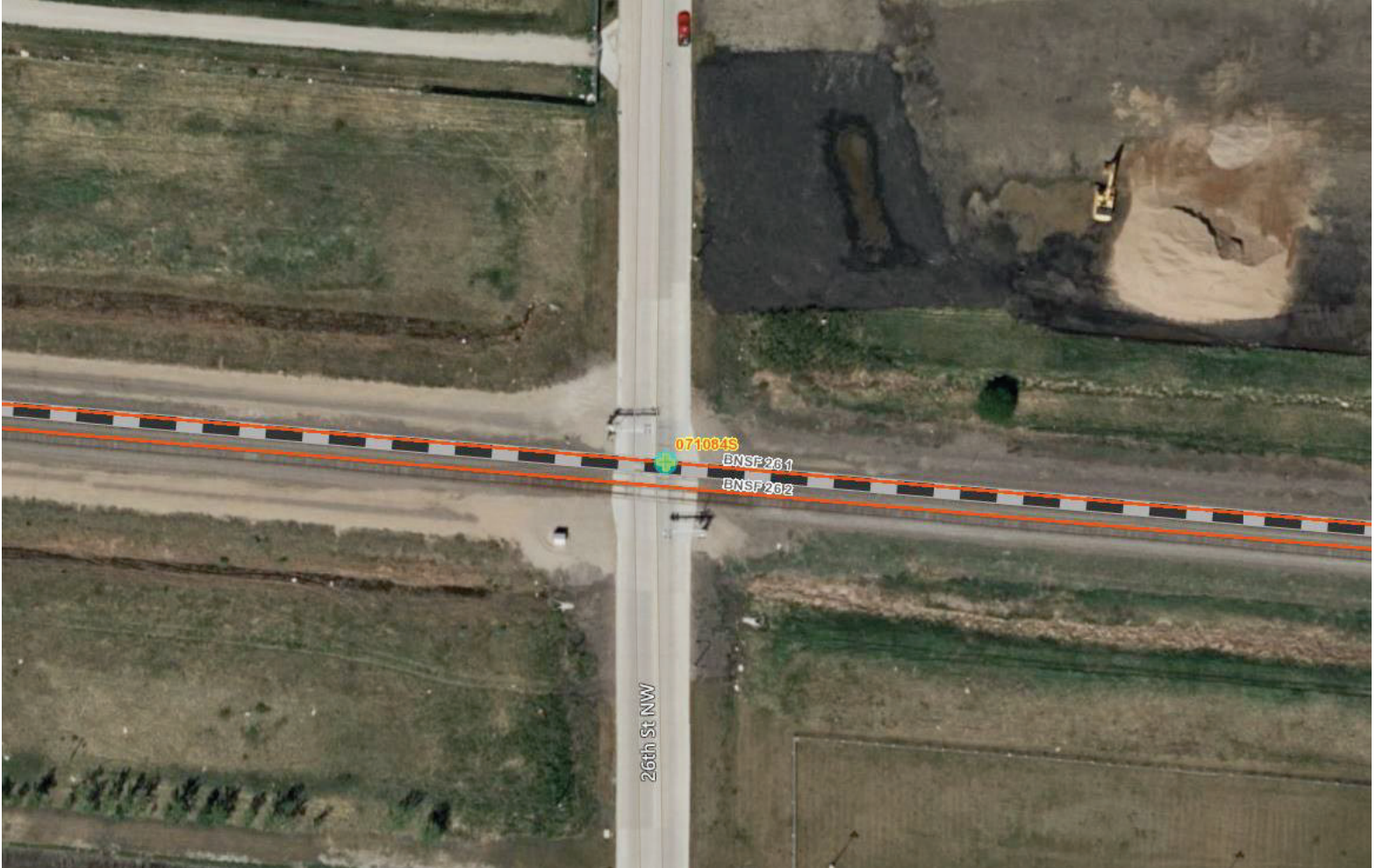


Exhibit A



7TH AVENUE NE

BNSF MAINLINE

PUBLIC CROSSING
DOT# 086421A, MILEPOST 6.28
NEAR WEST FARGO, ND
CASS COUNTY

46.883780,-96.893850

400 ft



CROSSING SURFACE INSTALLATION AGREEMENT

BNSF File No.: BF-20545765
Mile Post 15.154
Line Segment 26
U.S. DOT Number 071084S
KO Subdivision

This Crossing Surface Installation Agreement (hereinafter called, this "Agreement") is entered into effective as of _____, by and between **CITY OF WEST FARGO** (hereinafter called, "**AGENCY**") and BNSF Railway Company (hereinafter called, "**BNSF**").

WHEREAS, BNSF operates a freight transportation system by rail with operations throughout the United States and Canada; and

WHEREAS, BNSF desires to replace the existing concrete crossing surface at 26th St. NW with a new concrete crossing surface;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1) **BNSF Work.** The Company will install two new concrete crossing surfaces for a width of 48 feet from the edge of the pavement on the East side of the tracks to the edge of the pavement on the West side of the tracks. The new crossing surface will adequately cover all vehicular driving lanes at 26th St. NW. The Company will perform all necessary track upgrades to accommodate the new crossing surface.
- 2) **AGENCY Work.** AGENCY must construct the Project as shown on the attached Exhibit A and do all work ("AGENCY's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. AGENCY must furnish all labor, materials, tools and equipment for the performance of AGENCY's Work. The principal elements of AGENCY's Work are as follows:
 - A. Design and Construction of 26th St. NW;
 - B. Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, "MUTCD");
 - C. Installation of advance warning signs in accordance with the MUTCD;

- D. Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;
- E. Provide suitable drainage, both temporary and permanent;
- F. Provide all barricades, lights, flagmen or traffic control devices as necessary, during the installation of the concrete pedestrian crossing surfaces;
- G. Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF.

- 3) **Payment; Invoicing.** Upon execution of this Agreement by both parties hereto, Company will send Agency an invoice detailing the total amount owed by Agency for the new crossing surface. Company shall send to Agency a final invoice upon completion and Agency shall pay the final invoice within 30 days of receipt.

Agency agrees to pay Company One Thousand and No/100 Dollars (\$1,000.00) per foot for the new crossing surface. Agency's **ESTIMATED** total cost for the new crossing surface is Ninety Six Thousand and No/100 Dollars (\$96,000.00).

- 4) **Maintenance of the Crossing Surface.** After installation of the new crossing surface is completed, BNSF will maintain, at its own cost and expense, the crossing surface, against normal wear and tear, in a satisfactory manner for the expected life of the crossing surface. Notwithstanding the preceding sentence, BNSF shall be entitled to receive any contribution toward the cost of such maintenance made available by reason of any existing or future laws, ordinances, regulations, orders, grants, or other means or sources.
- 5) **Vehicular Traffic during Installation.** The AGENCY shall provide, at its own cost and expense, all necessary barricades, lights or traffic control devices for detouring vehicular/pedestrian traffic at the 26th St. NW crossing during installation of the new crossing surface.
- 6) **Drainage.** The AGENCY agrees to allow BNSF to drain water from the 26th St. NW crossing area into existing AGENCY storm sewers, if such storm sewers are available. Drain pipes and filter fabric necessary for such drainage will be furnished and installed by BNSF.
- 7) **Roadway Surfacing Work.** The AGENCY agrees to provide, at its sole cost and expense, enough asphalt to cover the distance between the existing roadway surface at 26th St. NW and the new crossing surface on both sides of the track as well as the area between the tracks.
- 8) **Contractor Requirements:** AGENCY must require its contractor to comply with the obligations set forth in this Agreement, including **Exhibit C** and **Exhibit C-1**, and



incorporate in each prime contract for construction of the Project, or the specifications therefor, the provisions set forth in Exhibit C and Exhibit C-1, attached hereto and by reference made a part hereof.

No work shall be commenced within BNSF's right of way until the AGENCY's contractor shall have (i) executed and delivered to BNSF an agreement in the form of said Exhibit C-1 and (ii) delivered to and secured BNSF's approval of the required insurance.

- 9) **Term.** This Agreement begins on the effective date set forth above and remains in effect until completion of all work contemplated in this Agreement and AGENCY's payment of the amounts set forth in Section 3 above.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first written above.

BNSF Railway Company:

By: _____

Printed Name: _____

Title: _____

AGENCY:

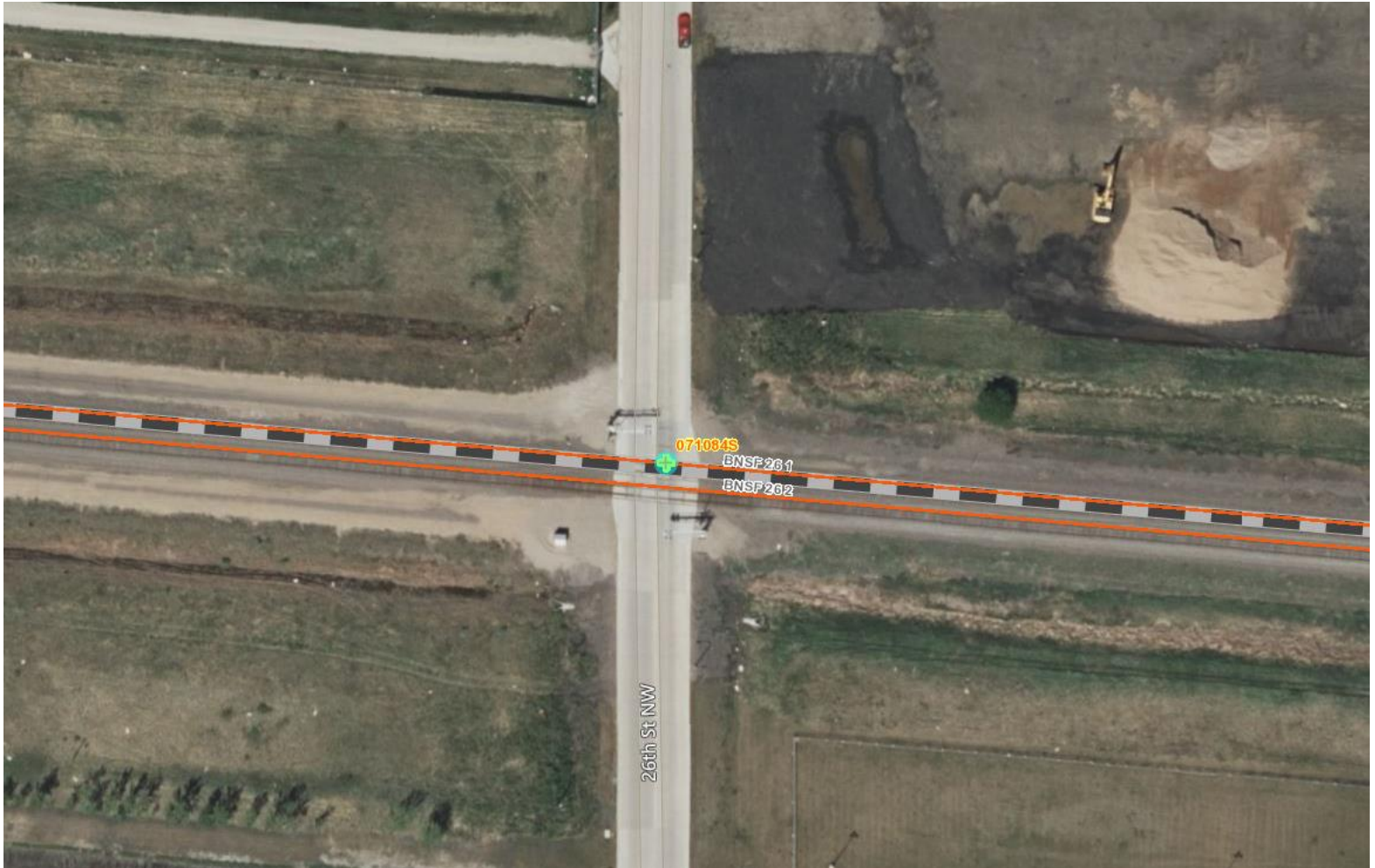
CITY OF WEST FARGO

By: _____

Printed Name: _____

Title: _____

Exhibit A





Contract Number: Document ID

EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1) General

- A. The Contractor must cooperate with BNSF RAILWAY COMPANY, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the reconstruction of the railroad crossing surface approaches and associated traffic control at 26th St. NW (DOT 071084S) in West Fargo, ND.
- B. The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.
- C. The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- D. The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:



Contract Number: Document ID

- E. The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to Environmental Laws (as defined below) and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.
- F. The Contractor must notify **The City of West Fargo** and Railway's Manager Public Projects, telephone number 901-495-3778 at least thirty (30) calendar days before commencing any work on Railway Property.
- G. For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.
- H. Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor



Contract Number: Document ID

will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

2) Contractor Safety Orientation

- A. No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.BNSFContractor.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

3) Railway Requirements

- A. The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.
- B. The Contractor must notify the Railway's Division Engineer Steve Lyne at 402-304-6670 and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.
- C. The Contractor must abide by the following temporary clearances during construction:
- 15'-0" Horizontally from centerline of nearest track
 - 21'-6" Vertically above top of rail
 - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
 - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
 - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
 - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts
- D. Upon completion of construction, the following clearances shall be maintained:
- 25' Horizontally from centerline of nearest track



Contract Number: Document ID

- 23' 6" Vertically above top of rail
- E. Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the **City of West Fargo** and must not be undertaken until approved in writing by the Railway, and until the **City of West Fargo** has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.
- F. In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.
- G. The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by **City of West Fargo** for approval before work is undertaken and this work must not be undertaken until approved by the Railway.
- H. At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.
- I. Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the **Railway's Resource Operations Center at 1(800) 832-5452**, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.
- J. The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

4) Contractor Roadway Worker on Track Safety Program and Safety Action Plan

- A. Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work



Contract Number: Document ID

with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.BNSFContractor.com, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.

- B.** Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion **a)** to be on Railroad's property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.
- i) The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at www.erailsafe.com, in addition to any other applicable regulatory requirements.
 - ii) Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.
 - iii) Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.
 - iv) Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.



5) Railway Flagger Services

- A. The Contractor must give BNSF's Scheduling Agent (BNSFScheduling@wilsonco.com) a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Scheduling Agent can make appropriate arrangements (i.e., obtain availability and cost estimate for three (3) approved vendors for selection). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Scheduling Agent ten (10) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
- B. Unless determined otherwise by Railway's Project Representative, protective flagging services will be required when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
- i) When, upon inspection by Railway's Representative, other conditions warrant.
 - ii) When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
 - iii) When work in any way interferes with the safe operation of trains at timetable speeds.
 - iv) When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
 - v) Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
- C. Flagging services will be performed by qualified Railway flaggers.
- i) Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.
 - ii) Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.



Contract Number: Document ID

- iii) The cost of flagger services provided by the Railway will be borne by **(Agency)** and invoiced through BNSF's Scheduling Agent. The estimated cost for one (1) flagger is approximately between \$1,200.00-\$2,000.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision, scheduling and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**

The cost of **inspector coordinator services** provided by the railway will be borne by **Contractor**. The estimated cost for inspector coordinator services is approximately \$1,200 per day. The contractor shall reimburse the railroad for actual costs of inspection services.

- iv) The average train traffic on this route is 20 freight trains per 24-hour period at a timetable speed 60 MPH and N/A passenger trains at a timetable speed of N/A MPH.

6) Contractor General Safety Requirements

- A.** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.
- B.** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
- C.** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the



Contract Number: Document ID

flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.

- D. When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
- E. Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
- F. Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.
- G. For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.
- H. All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, www.BNSFContractor.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**
- I. **THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE**



Contract Number: Document ID

CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.

- J. Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
- K. Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- L. All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

7) Excavation

- A. Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Field Engineering Representative Kasey Moreland at 218-791-1992**. All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**
- B. The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of



Contract Number: Document ID

underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.

- C. All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
- D. Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.
- E. Excavations and restoration must be conducted in accordance with all applicable Legal Requirements and the environmental provisions of Section 8.
- F. All fill materials to be imported to Railway's property shall be certified clean fill or from a Railway-approved source, and must otherwise be suitable for its intended purpose as backfill material. Supporting documentation shall be provided to Railway upon request.
- G. Contractor must meet the appropriate compaction requirements for all fills and will be responsible for settlement of all fills, erosion, and embankments that may occur as a result of the placement fill.

8) Environmental Requirements:

- A. Contractor must comply with all Environmental Laws (as defined below). Contractor must not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Railway Property or the right of way. Contractor will not handle, transport, release or suffer the release of Hazardous Materials (as defined below).
- B. If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any release of Hazardous Materials non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery; (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties; and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release. Contractor must also give Railway prompt notice of all measures undertaken to investigate, remediate, or respond to any aforementioned condition.



Contract Number: Document ID

- C.** If Railway has notice from Contractor or otherwise of a release or violation of Environmental Laws arising in any way with respect to the work which occurred or may occur during the term of this Agreement, Railway may require Contractor, at Contractor's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Railway's Property.
- D.** If during the construction or subsequent maintenance of the work or Structures, or any other soil-disturbing activities, soils or other materials considered to be environmentally impacted are encountered, Contractor will stop work immediately and notify Railway. After consultation with Railway, Contractor shall, at Contractor's expense, characterize any such impacted soils. Upon receiving sampling results, Contractor shall, at Contractor's expense, in consultation with Railway, manage, remove, and/or dispose any such impacted soils offsite at an appropriately-licensed facility in accordance with Environmental Laws. Soil characterization and applicable disposal requirements, shall be in accordance with applicable federal, state, and local Environmental Laws or in consultation with an agency having the capacity and authority to make such a determination.
- E.** All soils and materials to be removed from the Railway Property or right of way must be properly characterized, managed, transported, and disposed of at an appropriately-licensed facility, at Contractor's expense, in accordance with all Environmental Laws. Contractor shall be the "Generator" of any and all such materials and waste, as such term is defined in Environmental Laws.
- F.** Notwithstanding anything in this Section 1.08, Contractor understands that Railway has no duty or obligation to monitor Contractor's use of the property or right of way to determine Contractor's compliance with Environmental Laws, it being solely Contractor's responsibility to ensure that Contractor's use is compliant. Regulatory plans and a minimum of two (2) years of records/inspections shall be readily available. Contractor shall promptly provide the same to the Railroad upon request.
- G.** "Environmental Law(s)" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33



Contract Number: Document ID

U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

- H. "Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals," "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

9) Personal Injury Reporting

- A. The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.



Contract Number: Document ID

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

Please complete this form and provide to the BNSF supervisor, who will input this information into the EHS Star system. For questions, call (817) 352-1267 or email Safety.IncidentReporting@BNSF.com.

Accident City/State: _____ Date: _____ Time: _____

County: _____ Temperature: _____ Weather: _____
(if non-BNSF location)

Name (Last/First/MI): _____

Age: _____ Gender (if available): _____

Company: _____

eRailsafe Badge Number: _____ Expiration Date: _____

BNSF Contractor Badge Number: _____ Expiration Date: _____

Injury: _____ Body Part: _____
(e.g., laceration) (e.g., hand)

Description of accident (including how accident occurred, potential cause, etc.):

Work activity in progress at time of accident: _____

Tools, machinery, or hazardous materials involved in accident: _____

Treatment:
 First Aid Only
 Required Medical Treatment
 Other Medical Treatment: _____

Dr. Name: _____ Date: _____

Dr. Street Address: _____ City: _____ State: _____ Zip: _____

Hospital Name: _____

Hospital Street Address: _____ City: _____ State: _____ Zip: _____

Diagnosis: _____

THIS REPORT IS PART OF BNSF'S ACCIDENT REPORT PURSUANT TO THE ACCIDENT REPORTS STATUTE AND, AS SUCH SHALL NOT "BE ADMITTED AS EVIDENCE OR USED FOR ANY PURPOSE IN ANY SUIT OR ACTION FOR DAMAGES GROWING OUT OF ANY MATTER MENTIONED IN SAID REPORT....." 49 U.S.C. § 20903. See 49 C.F.R. § 225.7(b).



Contract Number: Document ID

EXHIBIT "C-1"

**Agreement Between
BNSF RAILWAY COMPANY
and the
CONTRACTOR**

Railway File: _____

Agency Project: _____

_____, (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated _____, 20__, **TBD** with **The City of West Fargo** for the performance of certain work in connection with the following project: reconstruction of the railroad crossing surface approaches and associated traffic control at 26th St. NW (DOT 071084S) in West Fargo, ND.

Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for **The City of West Fargo** (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

1) RELEASE OF LIABILITY AND INDEMNITY

- A.** Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work



Contract Number: Document ID

performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENSIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.**

- B. THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.**
- C. Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.
- D. In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**
- E. It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

2) TERM



Contract Number: Document ID

- A. This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

3) INSURANCE

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability "CGL" Insurance

- i) The policy will provide a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by the provider. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
- (1) Bodily Injury and Property Damage
 - (2) Personal Injury and Advertising Injury
 - (3) Fire legal liability
 - (4) Products and completed operations
- ii) This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:
- (1) definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of RAILWAY's property.
 - (2) Waiver of subrogation in favor of and acceptable to RAILWAY; and
 - (3) Additional insured endorsement in favor of and acceptable to RAILWAY and include coverage for ongoing operations and completed operations; and
 - (4) Separation of insureds; and
 - (5) The policy will be primary and non-contributing with respect to any insurance carried



Contract Number: Document ID

by RAILWAY.

- iii) It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to **Railway** employees.
- iv) No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance

- i) The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
 - (1) Bodily injury and property damage
 - (2) Any and all vehicles owned, used or hired
- ii) The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
 - (1) Waiver of subrogation in favor of and acceptable to RAILWAY;
 - (2) Additional insured endorsement in favor of and acceptable to RAILWAY;
 - (3) Separation of insureds;
 - (4) The policy shall be primary and non-contributing with respect to any insurance carried by RAILWAY.

C. Workers Compensation and Employers Liability Insurance

- i) Workers Compensation and Employers Liability insurance including coverage for, but not limited to:
 - (1) Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
 - (2) Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000



Contract Number: Document ID

by disease policy limit, \$500,000 by disease each employee.

ii) This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

(1) Waiver of subrogation in favor of and acceptable to Railway.

D. Railroad Protective Liability insurance

i) Railroad Protective Liability insurance naming only the **Railway** as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:

(1) Endorsed to include the Pollution Exclusion Amendment

(2) Endorsed to include the Limited Seepage and Pollution Endorsement.

(3) Endorsed to remove any exclusion for punitive damages.

(4) No other endorsements restricting coverage may be added.

(5) The original policy must be provided to the **Railway** prior to performing any work or services under this Agreement.

(6) Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

E. Other Requirements:

i) Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

ii) Contractor agrees to waive its right of recovery against **Railway** for all claims and suits against **Railway**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railway** for all claims and suits.



Contract Number: Document ID

Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railway** for loss of its owned or leased property or property under Contractor's care, custody or control.

- iii) Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.
- iv) Contractor is not allowed to self-insure without the prior written consent of **Railway**. If granted by **Railway**, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all **Railway** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.
- v) Prior to commencing services, Contractor shall furnish to **Railway** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF Railway Company
c/o CertFocus
P.O. Box 140528
Kansas City, MO 64114
Toll Free: 877-576-2378
Fax number: 817-840-7487
Email: BNSF@certfocus.com
www.certfocus.com

- vi) Contractor shall notify Railway in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.
- vii) Any insurance policy shall be written by a reputable insurance company acceptable to Railway or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- viii) If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.



Contract Number: Document ID

- ix) Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.
- x) Not more frequently than once every five years, Railway may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- xi) If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming Railway as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Railway to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify Railway herein.
- xii) Failure to provide evidence as required by this section shall entitle, but not require, Railway to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.
- xiii) The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railway shall not be limited by the amount of the required insurance coverage.
- xiv) In the event of a claim or lawsuit involving Railway arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.
- xv) These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.
- xvi) For purposes of this section, Railway shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.



Contract Number: Document ID

4) SALES AND OTHER TAXES

- A.** In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; *provided, however*, that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.
- B.** Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; *provided, however*, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.
- C.** Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.



5) ENVIRONMENTAL

- i) Contractor shall strictly comply with all Environmental Laws (as defined below). Contractor shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Railway Property or the right of way. Contractor will not handle, transport, release or suffer the release of Hazardous Materials (as defined below) on or about the Premises. Small quantities of diesel fuel, engine oil, and hydraulic fluids used in the operation of Contractor's equipment shall not be deemed a violation of this Section 5.

- ii) Contractor shall give Railroad immediate notice to Railroad's Resource Operations Center at (800) 832-5452 of any release of Hazardous Materials on, from, or affecting the Premises. Contractor shall immediately respond to any release on or from the Premises. Any violation of Environmental Laws or any inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Contractor's use of the Premises must be immediately reported to Railroad at EnvironmentalLeases@bnsf.com. Contractor also shall give Railroad prompt notice of all measures undertaken on behalf of Contractor to investigate, remediate, respond to or otherwise cure a release or violation.
- iii) If Railway has notice from Contractor or otherwise of a release or violation of Environmental Laws caused by Contractor or arising in any way with respect to Contractor's work which occurred or may occur during the term of this Agreement, Railway may require Contractor, at Contractor's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Railway's Property.

- iv) If during the construction or subsequent maintenance of the work or Structures, or any other soil-disturbing activities, soils or other materials considered to be environmentally impacted are encountered, Contractor will stop work immediately and notify Railway. After consultation with Railway, Contractor shall characterize any such impacted soils. Upon receiving sampling results, Contractor shall, in consultation with Railway, manage, remove, and/or dispose any such impacted soils offsite at an appropriately-licensed facility in accordance with Environmental Laws. Soil characterization and applicable disposal requirements, shall be in accordance with applicable federal, state, and local Environmental Laws or in consultation with an agency having the capacity and authority to make such a determination.

- v) All soils and materials to be removed from the Railway Property or right of way must be properly characterized, managed, transported, and disposed of at an appropriately-licensed facility in accordance with all Environmental Laws. Either Contractor or Agency



Contract Number: Document ID

shall be the "Generator" of any and all such materials and waste, as such term is defined in Environmental Laws.

vi) All fill materials to be imported to Railway's property shall be certified clean fill or from a Railway approved source, and supporting documentation shall be provided to Railway upon request.

Contractor shall promptly report to Railroad in writing any conditions or activities upon the Railroad Property known to Contractor which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Contractor's reporting to Railroad shall not relieve Contractor of any obligation whatsoever imposed on it by this Agreement. Contractor shall promptly respond to Railroad's request for information regarding said conditions or activities.

vii) Notwithstanding anything in this Section 5, the parties agree that BNSF has no duty or obligation to monitor Contractor's use of the property or right of way to determine Contractor's compliance with Environmental Laws, it being solely Contractor's responsibility to ensure that Contractor's use is compliant. Regulatory plans and a minimum of two (2) years of records/inspections shall be readily available. Contractor shall promptly provide the same to the Railroad upon request.

viii) "Environmental Law(s)" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

ix) "Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal,



Contract Number: Document ID

state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals," "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

6) EXHIBIT "C" CONTRACTOR REQUIREMENTS

- A.** The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (<http://www.bnsf.com/communities/faqs/permits-real-estate/>), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

7) TRAIN DELAY

- A.** Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.
- B.** For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.



Contract Number: Document ID

- C. Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.
- D. The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.
- E. Contractor and its subcontractors must give Railway's representative Kasey Moreland 4-weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.
- F. Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

SIGNATURE PAGE FOLLOWS



Contract Number: Document ID

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

BNSF RAILWAY COMPANY

Account Name

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: Manager Public Projects

Title: _____

Date: _____

Date: _____

Accepted and effective this _____ day of 20__.

Contact Person: _____

Address: _____

City: _____

State: _____

Zip: _____

Fax: _____

Phone: _____

E-mail: _____



Contract Number: **BF-20602697**

CROSSING SURFACE INSTALLATION AGREEMENT

BNSF File No.: BF-20602697
Mile Post 6.28
Line Segment 291
U.S. DOT Number 086421A
Prosper Subdivision

This Crossing Surface Installation Agreement (hereinafter called, this “Agreement”) is entered into effective as of [_____, ____], by and between the **City of West Fargo** (hereinafter called, “**AGENCY**”) and BNSF Railway Company (hereinafter called, “**BNSF**”).

WHEREAS, BNSF operates a freight transportation system by rail with operations throughout the United States and Canada; and

WHEREAS, BNSF desires to replace the existing concrete crossing surface at 7th Ave NE with a new concrete crossing surface;

WHEREAS, AGENCY desires to replace the existing concrete crossing surface at 7th Ave NE in the year 2027.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1) **BNSF Work.** The Company will install a new concrete crossing surface for a width of 48 feet from the edge of the pavement on the East side of the tracks to the edge of the pavement on the West side of the tracks. The new crossing surface will adequately cover all vehicular driving lanes at 7th Ave NE. The Company will perform all necessary track upgrades to accommodate the new crossing surface.

- 2) **AGENCY Work.** AGENCY must construct the Project as shown on the attached Exhibit A and do all work (“AGENCY’s Work”) provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. AGENCY must furnish all labor, materials, tools and equipment for the performance of AGENCY’s Work. The principal elements of AGENCY’s Work are as follows:
 - A. Design and Construction of 7th Ave NE;

 - B. Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, “MUTCD”);



Contract Number: **BF-20602697**

- C. Installation of advance warning signs in accordance with the MUTCD;
- D. Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;
- E. Provide suitable drainage, both temporary and permanent;
- F. Provide all barricades, lights, flagmen or traffic control devices as necessary, during the installation of the concrete pedestrian crossing surfaces;
- G. Construct concrete sidewalk surface on approaches to each track, if desired; and
- H. Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF.

Payment; Invoicing. Upon Company's receipt of the materials and supplies necessary for the installation of the new crossing surface, Company will send Agency an invoice detailing the total amount owed by Agency for the new crossing surface. Company shall send to Agency a final invoice upon completion and Agency shall pay the final invoice within 30 days of receipt.

Agency agrees to pay Company One Thousand and No/100 Dollars (\$1,000) per foot for the new crossing surface. Agency's **ESTIMATED** total cost for the new crossing surface is Forty Eight Thousand and No/100 Dollars (\$48,000).

- 4) **Maintenance of the Crossing Surface.** After installation of the new crossing surface is completed, BNSF will maintain, at its own cost and expense, the crossing surface, against normal wear and tear, in a satisfactory manner for the expected life of the crossing surface. Notwithstanding the preceding sentence, BNSF shall be entitled to receive any contribution toward the cost of such maintenance made available by reason of any existing or future laws, ordinances, regulations, orders, grants, or other means or sources.
- 5) **Vehicular Traffic during Installation.** The AGENCY shall provide, at its own cost and expense, all necessary barricades, lights or traffic control devices for detouring vehicular/pedestrian traffic at the 7th Ave NE crossing during installation of the new crossing surface.



Contract Number: **BF-20602697**

- 6) **Drainage.** The AGENCY agrees to allow BNSF to drain water from the 7th Ave NE Street crossing area into existing AGENCY storm sewers, if such storm sewers are available. Drain pipes and filter fabric necessary for such drainage will be furnished and installed by BNSF.
- 7) **Roadway Surfacing Work.** The AGENCY agrees to provide, at its sole cost and expense, enough asphalt to cover the distance between the existing roadway surface at 7th Ave NE and the new crossing surface on both sides of the track.
- 8) **Contractor Requirements:** AGENCY must require its contractor to comply with the obligations set forth in this Agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor, the provisions set forth in Exhibit C and Exhibit C-1, attached hereto and by reference made a part hereof.

No work shall be commenced within BNSF's right of way until the AGENCY's contractor shall have (i) executed and delivered to BNSF an agreement in the form of said Exhibit C-1 and (ii) delivered to and secured BNSF's approval of the required insurance.

- 9) **Term.** This Agreement begins on the effective date set forth above and remains in effect until completion of all work contemplated in this Agreement and AGENCY's payment of the amounts set forth in Section 3 above.



Contract Number: **BF-20602697**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first written above.

BNSF Railway Company:

By: _____

Printed Name: _____

Title: _____

AGENCY:

City of West Fargo

By: _____

Printed Name: _____

Title: _____

Exhibit A



PUBLIC CROSSING
DOT# 086421A, MILEPOST 6.28
NEAR WEST FARGO, ND
CASS COUNTY

46.883780,-96.893850



Contract Number: **BF-20602697**

EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1) General

- A. The Contractor must cooperate with BNSF RAILWAY COMPANY, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of asphalt patchwork at the 7th Ave NE crossing; DOT 086421A.
- B. The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.
- C. The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- D. The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:



Contract Number: **BF-20602697**

- E. The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to Environmental Laws (as defined below) and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.

- F. The Contractor must notify the City of West Fargo and Railway's Manager Public Projects, telephone number 901-495-3778 at least thirty (30) calendar days before commencing any work on Railway Property.

- G. For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

- H. Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor



Contract Number: **BF-20602697**

will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

2) Contractor Safety Orientation

- A. No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.BNSFContractor.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.**

3) Railway Requirements

- A. The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.**
- B. The Contractor must notify the Railway's Manager of Engineering Dan Peltier at 763-782-3495 and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.**
- C. The Contractor must abide by the following temporary clearances during construction:**
- 15'-0" Horizontally from centerline of nearest track
 - 21'-6" Vertically above top of rail
 - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
 - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
 - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
 - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts
- D. Upon completion of construction, the following clearances shall be maintained:**
- 25' Horizontally from centerline of nearest track



Contract Number: **BF-20602697**

- 23' 6" Vertically above top of rail
- E. Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the **City of West Fargo** and must not be undertaken until approved in writing by the Railway, and until the **City of West Fargo** has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.
- F. In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.
- G. The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by the **City of West Fargo** for approval before work is undertaken and this work must not be undertaken until approved by the Railway.
- H. At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.
- I. Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the **Railway's Resource Operations Center at 1(800) 832-5452**, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.
- J. The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

4) Contractor Roadway Worker on Track Safety Program and Safety Action Plan



Contract Number: **BF-20602697**

- A.** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.BNSFContractor.com, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.
- B.** Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion **a)** to be on Railroad's property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.
- i) The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at www.erailsafe.com, in addition to any other applicable regulatory requirements.
 - ii) Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.
 - iii) Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.



Contract Number: **BF-20602697**

- iv) Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

5) Railway Flagger Services

- A.** The Contractor must give BNSF's Scheduling Agent (BNSFScheduling@wilsonco.com) a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Scheduling Agent can make appropriate arrangements (i.e., obtain availability and cost estimate for three (3) approved vendors for selection). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Scheduling Agent ten (10) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
- B.** Unless determined otherwise by Railway's Project Representative, protective flagging services will be required when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
 - i) When, upon inspection by Railway's Representative, other conditions warrant.
 - ii) When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
 - iii) When work in any way interferes with the safe operation of trains at timetable speeds.
 - iv) When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
 - v) Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
- C.** Flagging services will be performed by qualified Railway flaggers.
 - i) Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.



Contract Number: **BF-20602697**

- ii) Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
- iii) The cost of flagger services provided by the Railway will be borne by **City of West Fargo** and invoiced through BNSF's Scheduling Agent. The estimated cost for one (1) flagger is approximately between \$1,200.00-\$2,000.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision, scheduling and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**

The cost of **inspector coordinator services** provided by the railway will be borne by **Contractor**. The estimated cost for inspector coordinator services is approximately \$1,200 per day. The contractor shall reimburse the railroad for actual costs of inspection services.

- iv) The average train traffic on this route is 1 freight trains per week at a timetable speed 10 MPH and N/A passenger trains at a timetable speed of N/A MPH.

6) Contractor General Safety Requirements

- A.** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.
- B.** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
- C.** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how



Contract Number: **BF-20602697**

to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.

- D. When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
- E. Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
- F. Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.
- G. For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.
- H. All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, www.BNSFContractor.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**
- I. **THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE**



Contract Number: **BF-20602697**

STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.

- J. Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
- K. Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- L. All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

7) Excavation

- A. Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Field Engineering Representative Dan Peltier**. All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**
- B. The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor



Contract Number: **BF-20602697**

must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.

- C. All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
- D. Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.
- E. Excavations and restoration must be conducted in accordance with all applicable Legal Requirements and the environmental provisions of Section 8.
- F. All fill materials to be imported to Railway's property shall be certified clean fill or from a Railway-approved source, and must otherwise be suitable for its intended purpose as backfill material. Supporting documentation shall be provided to Railway upon request.
- G. Contractor must meet the appropriate compaction requirements for all fills and will be responsible for settlement of all fills, erosion, and embankments that may occur as a result of the placement fill.

8) Environmental Requirements:

- A. Contractor must comply with all Environmental Laws (as defined below). Contractor must not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Railway Property or the right of way. Contractor will not handle, transport, release or suffer the release of Hazardous Materials (as defined below).
- B. If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any release of Hazardous Materials non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery: (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the



Contract Number: **BF-20602697**

impact of such release. Contractor must also give Railway prompt notice of all measures undertaken to investigate, remediate, or respond to any aforementioned condition.

- C. If Railway has notice from Contractor or otherwise of a release or violation of Environmental Laws arising in any way with respect to the work which occurred or may occur during the term of this Agreement, Railway may require Contractor, at Contractor's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Railway's Property.
- D. If during the construction or subsequent maintenance of the work or Structures, or any other soil-disturbing activities, soils or other materials considered to be environmentally impacted are encountered, Contractor will stop work immediately and notify Railway. After consultation with Railway, Contractor shall, at Contractor's expense, characterize any such impacted soils. Upon receiving sampling results, Contractor shall, at Contractor's expense, in consultation with Railway, manage, remove, and/or dispose any such impacted soils offsite at an appropriately-licensed facility in accordance with Environmental Laws. Soil characterization and applicable disposal requirements, shall be in accordance with applicable federal, state, and local Environmental Laws or in consultation with an agency having the capacity and authority to make such a determination.
- E. All soils and materials to be removed from the Railway Property or right of way must be properly characterized, managed, transported, and disposed of at an appropriately-licensed facility, at Contractor's expense, in accordance with all Environmental Laws. Contractor shall be the "Generator" of any and all such materials and waste, as such term is defined in Environmental Laws.
- F. Notwithstanding anything in this Section 1.08, Contractor understands that Railway has no duty or obligation to monitor Contractor's use of the property or right of way to determine Contractor's compliance with Environmental Laws, it being solely Contractor's responsibility to ensure that Contractor's use is compliant. Regulatory plans and a minimum of two (2) years of records/inspections shall be readily available. Contractor shall promptly provide the same to the Railroad upon request.
- G. "Environmental Law(s)" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency



Contract Number: **BF-20602697**

Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

- H. "Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals," "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

9) Personal Injury Reporting

- A. The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.



Contract Number: _____

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

Please complete this form and provide to the BNSF supervisor, who will input this information into the EHS Star system. For questions, call (817) 352-1267 or email Safety.IncidentReporting@BNSF.com.

Accident City/State: _____ Date: _____ Time: _____

County: _____ Temperature: _____ Weather: _____
(if non-BNSF location)

Name (Last/First/MI): _____

Age: _____ Gender (if available): _____

Company: _____

eRailsafe Badge Number: _____ Expiration Date: _____

BNSF Contractor Badge Number: _____ Expiration Date: _____

Injury: _____ Body Part: _____
(e.g., laceration) (e.g., hand)

Description of accident (including how accident occurred, potential cause, etc.):

Work activity in progress at time of accident: _____

Tools, machinery, or hazardous materials involved in accident: _____

Treatment:

- First Aid Only
- Required Medical Treatment
- Other Medical Treatment: _____

Dr. Name: _____ Date: _____

Dr. Street Address: _____ City: _____ State: _____ Zip: _____

Hospital Name: _____

Hospital Street Address: _____ City: _____ State: _____ Zip: _____

Diagnosis: _____

THIS REPORT IS PART OF BNSF'S ACCIDENT REPORT PURSUANT TO THE ACCIDENT REPORTS STATUTE AND, AS SUCH SHALL NOT "BE ADMITTED AS EVIDENCE OR USED FOR ANY PURPOSE IN ANY SUIT OR ACTION FOR DAMAGES GROWING OUT OF ANY MATTER MENTIONED IN SAID REPORT...." 49 U.S.C. § 20903. See 49 C.F.R. § 225.7(b).



Contract Number:

EXHIBIT "C-1"

**Agreement Between
BNSF RAILWAY COMPANY
and the
CONTRACTOR**

Railway File: _____

Agency Project: _____

Account Name, a/an State or Country of Formation Type of Organization (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated _____, 20__, **TBD** with the **City of West Fargo** for the performance of certain work in connection with the following project: Asphalt work. Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for the **City of West Fargo** (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

1) RELEASE OF LIABILITY AND INDEMNITY

- A.** Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property



Contract Number:

belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENSIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.**

- B. THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.**
- C. Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.
- D. In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**



Contract Number:

- E. It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

2) TERM

- A. This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

3) INSURANCE

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability "CGL" Insurance

- i) The policy will provide a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by the provider. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
 - (1) Bodily Injury and Property Damage
 - (2) Personal Injury and Advertising Injury
 - (3) Fire legal liability
 - (4) Products and completed operations
- ii) This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:
 - (1) definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of RAILWAY's



Contract Number:

property.

- (2) Waiver of subrogation in favor of and acceptable to RAILWAY; and
 - (3) Additional insured endorsement in favor of and acceptable to RAILWAY and include coverage for ongoing operations and completed operations; and
 - (4) Separation of insureds; and
 - (5) The policy will be primary and non-contributing with respect to any insurance carried by RAILWAY.
- iii) It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to **Railway** employees.
- iv) No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance

- i) The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
 - (1) Bodily injury and property damage
 - (2) Any and all vehicles owned, used or hired
- ii) The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
 - (1) Waiver of subrogation in favor of and acceptable to RAILWAY;
 - (2) Additional insured endorsement in favor of and acceptable to RAILWAY;
 - (3) Separation of insureds;
 - (4) The policy shall be primary and non-contributing with respect to any



Contract Number:

insurance carried by RAILWAY.

C. Workers Compensation and Employers Liability Insurance

- i) Workers Compensation and Employers Liability insurance including coverage for, but not limited to:
 - (1) Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
 - (2) Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- ii) This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:
 - (1) Waiver of subrogation in favor of and acceptable to Railway.

D. Railroad Protective Liability insurance

- i) Railroad Protective Liability insurance naming only the **Railway** as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:
 - (1) Endorsed to include the Pollution Exclusion Amendment
 - (2) Endorsed to include the Limited Seepage and Pollution Endorsement.
 - (3) Endorsed to remove any exclusion for punitive damages.
 - (4) No other endorsements restricting coverage may be added.
 - (5) The original policy must be provided to the **Railway** prior to performing any work or services under this Agreement.
 - (6) Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on



Contract Number:

the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway’s Blanket Railroad Protective Liability Insurance Policy.

E. Other Requirements:

- i) Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.
- ii) Contractor agrees to waive its right of recovery against **Railway** for all claims and suits against **Railway**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railway** for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railway** for loss of its owned or leased property or property under Contractor’s care, custody or control.
- iii) Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.
- iv) Contractor is not allowed to self-insure without the prior written consent of **Railway**. If granted by **Railway**, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all **Railway** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor’s insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.
- v) Prior to commencing services, Contractor shall furnish to **Railway** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF	Railway	Company
c/o		CertFocus
P.O.	Box	140528
Kansas	City,	MO
Toll	Free:	877-576-2378
Fax	number:	817-840-7487



Contract Number:

Email:
www.certfocus.com

BNSF@certfocus.com

- vi) Contractor shall notify Railway in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.
- vii) Any insurance policy shall be written by a reputable insurance company acceptable to Railway or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- viii) If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.
- ix) Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.
- x) Not more frequently than once every five years, Railway may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- xi) If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming Railway as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Railway to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify Railway herein.
- xii) Failure to provide evidence as required by this section shall entitle, but not require, Railway to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.
- xiii) The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity



Contract Number:

provisions of this Agreement. Damages recoverable by Railway shall not be limited by the amount of the required insurance coverage.

- xiv) In the event of a claim or lawsuit involving Railway arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.
- xv) These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.
- xvi) For purposes of this section, Railway shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

4) SALES AND OTHER TAXES

- A.** In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; *provided, however*, that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.
- B.** Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is



Contract Number:

responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; provided, however, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.

- C. Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

5) ENVIRONMENTAL

- i) Contractor shall strictly comply with all Environmental Laws (as defined below). Contractor shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Railway Property or the right of way. Contractor will not handle, transport, release or suffer the release of Hazardous Materials (as defined below) on or about the Premises. Small quantities of diesel fuel, engine oil, and hydraulic fluids used in the operation of Contractor's equipment shall not be deemed a violation of this Section 5.
- ii) Contractor shall give Railroad immediate notice to Railroad's Resource Operations Center at (800) 832-5452 of any release of Hazardous Materials on, from, or affecting the Premises. Contractor shall immediately respond to any release on or from the Premises. Any violation of Environmental Laws or any inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Contractor's use of the Premises must be immediately reported to Railroad at EnvironmentalLeases@bnsf.com. Contractor also shall give Railroad prompt notice of all measures undertaken on behalf of



Contract Number:

Contractor to investigate, remediate, respond to or otherwise cure a release or violation.

iii) If Railway has notice from Contractor or otherwise of a release or violation of Environmental Laws caused by Contractor or arising in any way with respect to Contractor's work which occurred or may occur during the term of this Agreement, Railway may require Contractor, at Contractor's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Railway's Property.

iv) If during the construction or subsequent maintenance of the work or Structures, or any other soil-disturbing activities, soils or other materials considered to be environmentally impacted are encountered, Contractor will stop work immediately and notify Railway. After consultation with Railway, Contractor shall characterize any such impacted soils. Upon receiving sampling results, Contractor shall, in consultation with Railway, manage, remove, and/or dispose any such impacted soils offsite at an appropriately-licensed facility in accordance with Environmental Laws. Soil characterization and applicable disposal requirements, shall be in accordance with applicable federal, state, and local Environmental Laws or in consultation with an agency having the capacity and authority to make such a determination.

v) All soils and materials to be removed from the Railway Property or right of way must be properly characterized, managed, transported, and disposed of at an appropriately-licensed facility in accordance with all Environmental Laws. Either Contractor or Agency shall be the "Generator" of any and all such materials and waste, as such term is defined in Environmental Laws.

vi) All fill materials to be imported to Railway's property shall be certified clean fill or from a Railway approved source, and supporting documentation shall be provided to Railway upon request.

Contractor shall promptly report to Railroad in writing any conditions or activities upon the Railroad Property known to Contractor which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Contractor's reporting to Railroad shall not relieve Contractor of any obligation whatsoever imposed on it by this Agreement. Contractor shall promptly respond to Railroad's request for information regarding said conditions or activities.

vii) Notwithstanding anything in this Section 5, the parties agree that BNSF has no duty or obligation to monitor Contractor's use of the property or right of way to



Contract Number:

determine Contractor's compliance with Environmental Laws, it being solely Contractor's responsibility to ensure that Contractor's use is compliant. Regulatory plans and a minimum of two (2) years of records/inspections shall be readily available. Contractor shall promptly provide the same to the Railroad upon request.

viii) "Environmental Law(s)" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

ix) "Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals," "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

6) EXHIBIT "C" CONTRACTOR REQUIREMENTS



Contract Number:

- A. The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (<http://www.bnsf.com/communities/faqs/permits-real-estate/>), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

7) TRAIN DELAY

- A. Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.
- B. For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.
- C. Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.
- D. The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway



Contract Number:

confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.

- E.** Contractor and its subcontractors must give Railway's representative Kasey Moreland at 218-291-2463 4-weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.
- F.** Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

SIGNATURE PAGE FOLLOWS



Contract Number:

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

BNSF RAILWAY COMPANY

Account Name

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: Manager Public Projects

Title: _____

Date: _____

Date: _____

Accepted and effective this _____ day of 20__.

Contact Person: _____

Address: _____

City: _____

State: _____

Zip: _____

Fax: _____

Phone: _____

E-mail: _____