

Meeting Items

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
- D. Approve Order of Agenda
- E. Approval of Minutes -- March 16, 2026
- F. Building Permits

Consent Agenda - Approve the Following:

- a. Bills
- b. Acceptance of Resignation – Municipal Judge Trent Barkus
- c. Improvement District No. 1356 – Brookwood Meter Pit Replacement
 - Adopt Resolution Approving Contract and Contractor’s Bond and Authorize Notice to Proceed.
- d. Improvement District No. 3009 – 1st Ave E Reconstruction (Sheyenne St to 4th St E)
 - Approval of the Resolution of Governing Body
- e. Improvement District No. 6062 – 2026 Sidewalk Improvements
 - Adopt Resolution approving Contract and Contractor’s Bond and Authorize Notice to Proceed
- f. Project No. 6064 – Transit Shelters
 - Approve Plans and Specifications and Authorize Solicitation for Quotes
- g. Gaming Site Authorization for West Fargo Rural Fire Department at DoubleTree by Hilton on May 17, 2026
- h. Gaming Site Authorization for Plains Art Museum at Unhynged from July 1, 2026 to June 30, 2027
- i. Games of Chance for West Fargo Clay Target Team Inc. at The Noble Hare on June 25, 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. Public Hearings (each item will adjourn out of regular meeting into a public hearing)
- 3. Capital Credit Union Neighborhood Revitalization Program -- Aaron Nelson, Director of Planning and Zoning
- 4. A26-2 ARD Properties 1st Addition, request for subdivision and Conditional Use Permit to allow crushing and stockpiling of aggregate materials -- Aaron Nelson, Director of Planning and Zoning

5. CIP Project – Tree Planting – 9th St. W. from 32nd Ave. to 52nd Ave. -- Matthew Andvik, Senior Director of Public Works and Logan Jacobson, Director of Public Works Services
6. Request to Award Contract – Security Camera and Door Access Improvements -- Haider Howitzer, Director of Information Technology
7. Project No. 1352 – Sanitary Sewer System Rehabilitation — Spot Repairs -- Dan Hanson, Senior Director of Community & Development
 - Approve both an Engineer’s Report and Task Order and Direct Engineer to prepare Plans and Specifications
8. Downtown Pedestrian Improvements -- Dan Hanson, Senior Director of Community & Development
 - Create Project No. 2305 and Authorize purchase and installation of RRFB
9. Improvement District No. 3009 – 1st Ave E Reconstruction (Sheyenne St to 4th St E) -- Dan Hanson, Senior Director of Community & Development
 - Accept Bid and Award Contract contingent upon NDDEQ Environmental Review Approval
10. Improvement District No. 3010 – Beaton Drive Reconstruction (Sheyenne St to Sheyenne River) -- Dan Hanson, Senior Director of Community & Development
 - Approve Task Order
11. Project No. 2293 – 9th Street NE – Grade Separation -- Dan Hanson, Senior Director of Community & Development
 - Approve Overpass Agreement and C&M Agreement
12. Gateway Fiber Project -- Dan Hanson, Senior Director of Community & Development
 - Approve Right of Way and Construction Agreements with Gateway Infrastructure, LLC
13. City Administrator’s Report
 - a. Dan Hanson -- Senior Director of Community & Development
14. Correspondence
15. Non-Agenda Items
16. 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, March 16, 2026.

B. Pledge of Allegiance

The Pledge of Allegiance was recited.

C. Roll Call

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

D. Approve Order of Agenda

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

E. Approval of Minutes -- March 2, 2026

Commissioner Olson moved and Commissioner Jorgensen seconded to approve the minutes of March 2, 2026. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve the minutes of March 2, 2026, was declared carried.

F. Building Permits

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



Consent Agenda - Approve the Following:

- a. **Bills**
- b. **Improvement District No. 2294 – 6th St and 23rd Ave E – Intersection Improvements**
 - **Adopt Resolution Approving Contract and Contractors Bond and Authorize Notice to Proceed**
- c. **Improvement District No. 2296 – Shadow Wood Neighborhood Pavement Rehabilitation**
 - **Adopt Resolution Approving Contract and Contractors Bond and Authorize Notice to Proceed**
- d. **Improvement District No. 2297 – South Pond Neighborhood Pavement Rehabilitation**
 - **Adopt Resolution Approving Contract and Contractors Bond and Authorize Notice to Proceed**
- e. **Project No. 2300 – 2026 Public Works Mill & Overlay**
 - **Approve Plans and Specifications and Direct Advertisement for Bids**
- f. **Improvement District No. 3008 – Meadow Ridge Development Reconstruction – Phase 1**
 - **Approval of both the SRF Loan Application Documents and Resolution of Governing Body**
- g. **Reappointment of Mike Thorstad to the Planning & Zoning Commission**
- h. **Monthly Financial Statement as of February 28, 2026**
- i. **Games of Chance for Combat Veterans Motorcycle Association ND 42-3**
- j. **Games of Chance for Schwetty Inc. at Rookies Sports Bar and Grill on July 15, 2026**
- k. **Gaming Site Authorization for Prairie Public Broadcasting at Marge's Supper Club & Casino**



Commissioner Zundel moved and Commissioner Olson seconded to approve the consent agenda, with the request that when item e. Project No. 2300 – 2026 Public Works Mill & Overlay; Approve Plans and Specifications and Direct Advertisement for Bids comes back for the acceptance of bids, there is a short presentation and cost analysis, showing our standard procedure on prior public works mill and overlay projects. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve consent agenda, with the request that when item e. Project No. 2300 – 2026 Public Works Mill & Overlay; Approve Plans and Specifications and Direct Advertisement for Bids comes back for the acceptance of bids, there is a short presentation and cost analysis, showing our standard procedure on prior public works mill and overlay projects., 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)

3. Gate City Bank Neighborhood Revitalization Program -- Aaron Nelson, Director of Planning and Zoning

Commissioner Zundel moved and Commissioner Jorgensen seconded to approve the Gate City Bank Neighborhood Revitalization Program. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve the Gate City Bank Neighborhood Revitalization Program, was declared carried.



4. Project No. 2293 – 9th Street NE Grade Separation -- Dan Hanson, Senior Director of Community & Development

- **Approve Plans and Specifications, Direct Advertisement for Bids; and Approve Task Order No. 9-3**

Commissioner Olson moved and Commissioner Anderson seconded to approve Project No. 2293 – 9th Street NE Grade Separation; Approve Plans and Specifications, Direct Advertisement for Bids; and Approve Task Order No. 9-3. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve Project No. 2293 – 9th Street NE Grade Separation; Approve Plans and Specifications, Direct Advertisement for Bids; and Approve Task Order No. 9-3, was declared carried.

5. 2026 Concrete Pavement Repairs -- Dan Hanson, Senior Director of Community & Development

- **Create Project No. 2299 and Direct Engineer to prepare an Engineer's Report**

Commissioner Jorgensen moved and Commissioner Zundel seconded to approve 2026 Concrete Pavement Repairs; Create Project No. 2299 and Direct Engineer to prepare an Engineer's Report. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve 2026 Concrete Pavement Repairs; Create Project No. 2299 and Direct Engineer to prepare an Engineer's Report, was declared carried.

6. 32nd Avenue & 5th St W – Pedestrian Improvements -- Dan Hanson, Senior Director of Community & Development

- **Create Project No. 2304 and Direct Engineer to prepare an Engineer's Report**

Commissioner Olson moved and Commissioner Anderson seconded to approve 32nd Avenue & 5th St W – Pedestrian Improvements; Create Project No. 2304 and Direct Engineer to prepare an Engineer's Report. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve 32nd Avenue & 5th St W – Pedestrian Improvements; Create Project No. 2304 and Direct Engineer to prepare an Engineer's Report, was declared carried.



7. Improvement District No. 3006 – Westwood Addition Reconstruction -- Dan Hanson, Senior Director of Community & Development

• Approve Task Order No. 64-7 with Moore Engineering

Commissioner Zundel moved and Commissioner Olson seconded to approve Improvement District No. 3006 – Westwood Addition Reconstruction; Approve Task Order No. 64-7 with Moore Engineering. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve Improvement District No. 3006 – Westwood Addition Reconstruction; Approve Task Order No. 64-7 with Moore Engineering, was declared carried.

8. Improvement District No. 3008 – Meadow Ridge Development Reconstruction – Phase 1 -- Dan Hanson, Senior Director of Community & Development

• Accept Bid and Award Contract, Contingent Upon NDDEQ Environmental Review Approval

Commissioner Zundel moved and Commissioner Anderson seconded to approve Improvement District No. 3008 – Meadow Ridge Development Reconstruction – Phase 1; Accept Bid and Award Contract, Contingent Upon NDDEQ Environmental Review Approval to Dakota Underground Company with the \$3,245,039.90 value. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve Improvement District No. 3008 – Meadow Ridge Development Reconstruction – Phase 1; Accept Bid and Award Contract, Contingent Upon NDDEQ Environmental Review Approval to Dakota Underground Company with the \$3,245,039.90 value, was declared carried.

9. Project No. 6064 – Transit Shelters -- Dan Hanson, Senior Director of Community & Development

• Approve Engineer’s Report and Direct Engineer to prepare Plans and Specifications

Commissioner Jorgensen moved and Commissioner Olson seconded to approve Project No. 6064 – Transit Shelters; Approve Engineer's Report and Direct Engineer to prepare Plans and Specifications in the amount of \$40,000. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners



present voted nay, the motion to approve Project No. 6064 – Transit Shelters;

Approve Engineer's Report and Direct Engineer to prepare Plans and Specifications in the amount of \$40,000, was declared carried.

10. Project No. 9021 – Wastewater Serviceability and Risk Reduction Study -- Dan Hanson, Senior Director of Community & Development

• Approve Purchasing Flow Metering Equipment

Commissioner Olson moved and Commissioner Jorgensen seconded to approve Project No. 9021 – Wastewater Serviceability and Risk Reduction Study; Approve Purchasing Flow Metering Equipment. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve Project No. 9021 – Wastewater Serviceability and Risk Reduction Study; Approve Purchasing Flow Metering Equipment, was declared carried.

11. Resolution Authorizing Participation in National Opioid Settlements -- Katie Schmidt, City Attorney

Commissioner Zundel moved and Commissioner Anderson seconded to approve the Resolution Authorizing Participation in National Opioid Settlements.

Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve Resolution Authorizing Participation in National Opioid Settlements, was declared carried.

12. West Fargo representative on the GFMEDC Board of Directors --Dustin Scott, City Administrator

• Nominate Mayor Dardis to continue serving on the GFMEDC Board of Directors through July 1, 2026

Commissioner Olson moved and Commissioner Zundel seconded to approve the nomination of Mayor Dardis to continue serving on the GFMEDC Board of Directors through July 1, 2026. Commissioners Jorgensen, Zundel, Olson and Anderson voted aye. No Commissioners present voted nay, Commission President/Mayor Dardis, recused himself from the vote. The motion to approve the nomination of Mayor Dardis to continue serving on the GFMEDC Board of Directors through July 1, 2026, was declared carried by a 4:01 vote with one recusal.



West Fargo City Commission Meeting
West Fargo City Hall Commission Chambers
2515 6th St E, West Fargo 58078
Monday, March 16, 2026 5:30 PM

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

Spring Flood outlook in river flow and operating of the diversion

Annual Reports will be held in April

Growth Area Master Plan, technical committee meeting scheduled for April 8

Capital Improvement Plan will be presented prior to the 2027 budget

Introduction of new HR Director Beth Wiegman to the City of West Fargo

14. Correspondence

There were no correspondence.

15. Non-Agenda Items

Commissioner Olson will be absent from the first meeting in April.

16. Adjourn

Commissioner Jorgensen moved and Commissioner Zundel 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 COMMISION MEETING
BUILDING DEPARTMENT MONTHLY COMPARISON REPORT
4/06/2026**

	MARCH 2025			MARCH 2026		
	# PERMITS	# UNITS	VALUATION	# PERMITS	# UNITS	VALUATION
<u>BUILDING NEW</u>						
COMMERCIAL				1		\$ 5,541,450.00
RESIDENTIAL DWELLING	5	5	\$ 2,348,144.00	2	2	\$ 836,718.00
RESIDENTIAL TWINHOME						
RESIDENTIAL TOWNHOME						
RESIDENTIAL MULTIPLE						
PUBLIC						
CHURCH						
ACCESSORY	14		\$ 244,287.00	12		\$ 208,770.00
FOUNDATION ONLY						
<u>BUILDING REMODEL</u>						
COMMERCIAL	6		\$ 4,638,000.00	10		\$ 1,419,102.00
RESIDENTIAL	39		\$ 1,378,274.00	21		\$ 1,011,429.00
PUBLIC	2		\$ 2,803,000.00	1		\$ 15,000.00
CHURCH	1		\$ 38,000.00			
ACCESSORY	1		\$ 20,000.00			
<u>BUILDING OTHER</u>						
DEMOLITION	1		\$ 5,000.00			
MOVE						
PERMIT CANCELLATION						
TOTALS	69	5	\$ 11,474,705.00	47	2	\$ 9,032,469.00

**WEST FARGO CITY COMMISSION MEETING
BUILDING DEPARTMENT ACTIVITY REPORT
04/06/2026**

	03/13/2026 Thru 03/31/2026			YEAR TO DATE		
	# PERMITS	# UNITS	VALUATION	# PERMITS	# UNITS	VALUATION
<u>BUILDING NEW</u>						
COMMERCIAL				1		\$ 5,541,450.00
RESIDENTIAL DWELLING	2	2	\$ 836,718.00	2	2	\$ 836,718.00
RESIDENTIAL TWINHOME						
RESIDENTIAL TOWNHOME						
RESIDENTIAL MULTIPLE						
PUBLIC						
CHURCH						
ACCESSORY	6		\$ 152,170.00	12		\$ 208,770.00
FOUNDATION ONLY						
<u>BUILDING REMODEL</u>						
COMMERCIAL	5		\$ 788,564.00	10		\$ 1,419,102.00
RESIDENTIAL	5		\$ 260,153.00	21		\$ 1,011,429.00
PUBLIC				1		\$ 15,000.00
CHURCH						
ACCESSORY						
<u>BUILDING OTHER</u>						
DEMOLITION						
MOVE						
PERMIT CANCELLATION						
TOTALS	18	2	\$ 2,037,605.00	47	2	\$ 9,032,469.00

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

NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
260128	CLIFFORD & MICHELLE HANSON	1260 GOLDENWOOD DR	CLIFFORD & MICHELLE HANSON	\$ 8,500.00	Accessory - Structure
260131	Groundworks Minnesota, LLC	636 12 1/2 AVE E	SARAH & DEREK SAKRISON	\$ 4,653.00	Remodel - Residential - Install Drain Tile
260105	FM Home & Patio, Inc.	5493 LORI LN W	KYLE D & ALEXA M DEROSIER	\$ 15,000.00	Accessory - Deck
260119	Brookstone Companies, LLC	1149 60 AVE W	BROOKSTONE COMPANIES, LLC	\$ 2,000.00	Accessory - Deck
260120	JR Construction WF LLC	3150 SHEYENNE ST UNIT B	ARROW LLC	\$ 32,000.00	Remodel - Commercial - Addition of Walls
260122	Ryezon Construction LLC	1118 ASPEN TER	ALLEN J & DIANE S HOLLEMAN	\$ 93,670.00	Accessory - Structure
251156	Harter Construction LLC	615 MAIN AVE W	FORUM COMMUNICATIONS COMPA	\$ 4,300.00	Remodel - Commercial - Removal of Wall and Install Framing for Overhead Door
260135	Heritage Homes, LLC	2510 NORTH POND DR E	HERITAGE HOMES	\$ 561,718.00	Residential Dwelling
260142	JMR Construction LLC	1450 ELMWOOD CT	TYLER JOHNSON	\$ 7,500.00	Remodel - Residential - Demo and Rebuild Deck
260144	BRICK VIEW APARTMENTS LLC	320 8 ST W	BRICK VIEW APARTMENTS LLC	\$ 1,000.00	Remodel - Commercial - Dog Training
260138	Evolution Construction, LLC	3639 6 ST E	ADRIENNE & TORBJORN CARLSSO	\$ 35,000.00	Remodel - Residential - Remodel Bathroom
260115	Gehertz Construction Services, Inc.	1450 13 AVE E	BULLOCK GOLDEN 67% INTEREST	\$ 200,000.00	Remodel - Commercial - Remodel Building for Coffee Drive-through
260139	Olaf Anderson Construction, Inc.	1021 7 ST NE	NORDICK GROUP INC	\$ 551,264.00	Remodel - Commercial - Remodel Offices, Breakroom, New Bathrooms in Shop
260158	The Home Authority Inc.	129 23 AVE E	CHRISTOPHER & HOPE BARTA	\$ 63,000.00	Remodel - Residential - Remodel Bathroom & Closet
260147	Jordahl Custom Homes, Inc.	6093 MARTIN LN W	JORDAHL CUSTOM HOMES, INC	\$ 3,000.00	Accessory - Deck
260159	Stone Ridge Builders, Inc.	1408 RIVER ST	BENJAMIN ROEHL & MEDORA WES	\$ 150,000.00	Remodel - Residential - Lower Level Finish
260166	Jordahl Custom Homes, Inc.	6101 MARTIN LN W	JORDAHL CUSTOM HOMES, INC	\$ 275,000.00	Residential Dwelling
260161	TNT Landscaping LLC	3813 3 ST E	ANTHONY M & RACHEK L DUERR	\$ 30,000.00	Accessory - Deck

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131309	C	4550 ABC LOCK & KEY INC	25.00						
1	03/17/26	KEY CUT	25.00			6010 450200	420		101000
E2612									
		Total for Vendor:	25.00						
131257	C	289 ACME TOOLS	47.99						
1	03/18/26	FD Hobart Solid Wire ER	47.99			2060 415200	500		101000
27223344									
131416	C	289 ACME TOOLS	2,234.60						
1	03/19/26	MISC TOOLS/PIPE/PAINT	376.52			6020 450000	432		101000
15952672									
2	03/17/26	MIXER DRILL	449.00			6025 450000	432		101000
15939461									
3	03/17/26	HARNES	351.76			6025 450000	639		101000
15939433									
4	03/26/26	WRENCH/CUTTING WHEEL/BLADES	451.96			1000 430000	432		101000
15989216									
5	03/12/26	PLUNGER	4.24			6025 450000	433		101000
15917396									
6	03/17/26	DEWALT BATTERIES	174.00			6025 450000	432		101000
15939472									
7	03/26/26	FILTERS	417.86			1000 430001	427		101000
15990338									
8	03/26/26	GEARWRENCH	9.26			1000 455000	432		101000
15990076									
131450	C	289 ACME TOOLS	1,119.99						
1	03/12/26	CHAIN SAW	1,119.99			2210 428000	641		101000
15918325									
131502	C	289 ACME TOOLS	47.99						
1	03/18/26	Welding wi FD Hobart solid wire-ER	47.99			2060 415200	500		101000
152948633									
		Total for Vendor:	3,450.57						

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131298	C	2947 ALLSTATE PETERBILT OF FARGO	139.20						
1	03/12/26	DOOR CHECK KIT	139.20			6010 450200	427		101000
4004513780									
131406	C	2947 ALLSTATE PETERBILT OF FARGO	613.80						
1	03/31/26	#4100 WINDOW CABLE	613.80			6010 450200	427		101000
4004516383									
Total for Vendor:			753.00						
130973	-94008E	3490 AMAZON CAPITAL SERVICES	1,753.54						
1	03/06/26	#5301 LIGHTS	79.98			1000 430001	427		101000
1WWHXG9LRV47									
2	02/27/26	#5011 FLOOR MATS	89.98			1000 455000	610		101000
1MT3X39YJN6P									
3	02/27/26	#7105 TRAILER HITCH	268.74			6025 450000	610		101000
1VL617RML9XH									
4	03/05/26	#1230 SIGNAL/HORN KIT	420.15			1000 421000	610		101000
1DMKQN9JC6DV									
5	03/02/26	TABLET MOUNTS	39.98			1000 430000	432		101000
1TW6XYWWJL71									
6	02/27/26	OFFICE SUPPLIES	17.38			6020 450000	410		101000
17VGML3JRMTO									
7	02/25/26	OFFICE SUPPLIES	24.37			1000 430000	410		101000
1147FM1QGQTN									
8	03/02/26	OFFICE SUPPLIES	7.91			6010 450200	410		101000
1P9799X4K116									
9	01/12/26	OFFICE SUPPLIES	43.13			1000 450000	410		101000
1VVJ3WTPDKD4									
10	01/12/26	LENSE WIPES	73.60			6020 450000	639		101000
17V7LD9CD4PV									
11	01/26/26	BLUETOOTH HEADSETS	119.96			6020 450000	410		101000
1Y4LH97WHMMJ									
12	02/23/26	TRUCK BED MAT	39.58			2210 428000	427		101000
1CKGDRD3G7TV									
13	03/06/26	CARIBINERS	29.67			1000 430000	433		101000
1N3RNVV6F									

04/03/26
16:04:22

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 03/16/26 to 04/03/26

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Report ID: AP100V

* ... 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
14	03/09/26	R OLSON - PANTS	134.97			6020 450000	422		101000
		17WYKFWKVP9N							
15	02/23/26	GARAGE DOOR OPENERS	402.91			6020 450000	420		101000
		1FQ6HPKTFPQY							
16	03/09/26	RETURN	-115.15			6020 450000	420		101000
		1MHTRJQQLXXQ							
17	03/04/26	#5301 LIGHTS	76.38			1000 430001	427		101000
		1WVMWLH3H6HG							
131218	E	3490 AMAZON CAPITAL SERVICES	687.36						
1	03/06/26	GARAGE DOOR REMOTES	42.00			6020 450000	420		101000
		1LQXXKJ4WDT1							
2	03/09/26	GARAGE DOOR REMOTES	270.00			6020 450000	420		101000
		14PHXFXFJYMN							
3	03/12/26	D MISHESKI PANTS	194.97			6025 450000	422		101000
		1DPTMHWQG3KM							
4	03/13/26	A EVELAND PANTS	180.39			6020 450000	422		101000
		1K1F1KPRLFLCF							
131222	E	3490 AMAZON CAPITAL SERVICES	604.24						
1	02/11/26	Ergo mousepad - PD	20.98			1000 414104	497		101000
		11V1-7RX4-YKG3							
2	02/24/26	Utility service cart - IT	116.99			1000 414104	497		101000
		1P7D-4TWT-D3KK							
3	03/16/26	Ergo keyboard/mouse - Assessin	192.72			1000 414101	410		101000
		1JMY-HTVR-JMV4							
4	03/23/26	Speakers/keyboards/mice - IT	401.10			1000 414104	497		101000
		1THD-P61N-VLPF							
5	03/23/26	Cable tester - IT	12.00			1000 414104	497		101000
		1NLY-F7MW-TFN6							
6	03/18/26	Office chair/air duster -Court	167.97			1000 412000	410		101000
		1PKH-7KML-TFJH							
7	03/25/26	Sticky note dispenser - Court	18.78			1000 412000	410		101000
		1PRV-D49W-MRX7							
8	03/26/26	Returned scanner - Assessing	-379.99			1000 414101	497		101000
		1L1G-CX1H-GYHQ							
9	03/25/26	Pens/binder clips - Planning	45.71			1000 418000	410		101000
		1Q4G-YGHR-HN49							

* ... 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
10	03/31/26	Latex gloves - UB	7.98			1000 414100	410		101000
		1H7Y-HYJM-1HFX							
131240	E	3490 AMAZON CAPITAL SERVICES	126.46						
1	03/25/26	creamer	64.96			1000 421000	420		101000
		11RL-HLX6-NXQW							
2	03/25/26	frames for CPA	151.96			1000 421000	375		101000
		11RL-HLX6-NXQW							
3	03/25/26	peer support fruit basket	28.78			1000 421000	375		101000
		1LQ6-HR3J-W9KQ							
4	03/19/26	credit	-113.25			1000 421000	420		101000
		1W6J-K6GL-X3CL							
5	03/19/26	credit	-5.99			1000 421000	410		101000
		1W6J-K6GL-X3CL							
131246	E	3490 AMAZON CAPITAL SERVICES	181.39						
1	03/10/26	BATTERIES	12.33			7000 411600	410		101000
		1VTT-3L6Y-JHQ6							
2	03/13/26	YOUTH PROGRAMMING SUPPLIES	195.64			7000 411600	649		101000
		1H4T-CRQG-49NW							
3	03/05/26	CREDIT(WALL MOUNTED REMOTE)	-26.58			7000 411600	410		101000
		1JWC-PJK9-34FM							
131259	E	3490 AMAZON CAPITAL SERVICES	97.15						
1	03/26/26	FD CPR Supplies	42.00			2060 415200	340		101000
		1VXT-RNFR-3RFH							
2	03/24/26	FD Medical Supplies	49.16			2060 415200	500		101000
		1F4F-N3C6-WRKC							
3	03/17/26	FD Car Seat Check Supplies	5.99			2060 415200	500		101000
		1DPN-NH64-W46L							
131295	E	3490 AMAZON CAPITAL SERVICES	976.93						
1	03/23/26	S POWERS PANTS	59.99			6010 450200	422		101000
		1FLJHQ611DF							
2	03/23/26	PHONE MOUNT	8.99			6010 450200	433		101000
		1WP9QRX4CJXL							
3	03/12/26	PHONE MOUNT	80.26			6010 450200	433		101000
		14DDRL4DFJ66							

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4	03/26/26	OFFICE SUPPLIES	12.09			6020 450000	410		101000
	1H4KQ3DGTHVQ								
5	03/26/26	J NOVACEK PANTS	164.97			6020 450000	422		101000
	1H4KQ3DGTHVQ								
6	03/21/26	NITRILE GLOVES - SW	166.84			6025 450000	433		101000
	1HNL4RQCRVQD								
7	03/21/26	NITRILE GLOVES - BG	166.84			1000 455000	433		101000
	1HNL4RQCRVQD								
8	03/24/26	NITRILE GLOVES - SW	14.99			6025 450000	433		101000
	17711RLJ4QTW								
9	03/19/26	#5501 TRUCK TOOL BOX	106.99			1000 430001	870		101000
	1NK7MLVCJ6WN								
10	03/23/26	C JOCHIM PANTS	194.97			1000 455000	422		101000
	14CKLCCPD64K								
131402	E	3490 AMAZON CAPITAL SERVICES	54.00						
	1	03/27/26 sugar - breakroom	54.00			1000 421000	420		101000
		139K-7DW4-MWYK							
131409	E	3490 AMAZON CAPITAL SERVICES	1,219.68						
	1	03/18/26 #2025 INVERTER	269.97			6020 450000	610		101000
		1PKH7KMLPTMX							
	2	03/19/26 PROJ 9061	376.53			4188 480000	670		101000
		1GCRV4FRK9J1							
	3	03/13/26 TOOLS	33.24			1000 455000	432		101000
		1XLL7DRJYRTJ							
	4	03/19/26 ST - INVERTER	269.97			1000 430000	432		101000
		1JXCJFFHHCPN							
	5	03/19/26 WA - INVERTER	269.97			6020 450000	432		101000
		1JXCJFFHHCPN							
131501	E	3490 AMAZON CAPITAL SERVICES	67.84						
	1	04/02/26 Tools/parts for office chairs	67.84			1000 414104	410		101000
		1YRQ-RVCW-3NGM							
		Total for Vendor:	5,768.59						

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131439	-93957E	5229 AMB INVESTMENTS, LLC New City Hall / Satellite Library	47,700.00						
1	04/01/26	Apr 2026 Lease - City Hall	44,922.57			1001 415000	389		101000
2	04/01/26	Apr 2026 Lease - Satellite Lib	2,777.43			7000 411600	389		101000
		Total for Vendor:	47,700.00						
131260	C	5285 AMERICAN HEART ASSOCIATION	43.47						
1	03/21/26	FD Family & Friends Video scpr256954	43.47			2060 415200	340		101000
		Total for Vendor:	43.47						
131214		2844 AMERICAN MAIL HOUSE INC	2,603.50						
1	114270 03/18/26	Real Estate Assessment Notices 114270	2,603.50			1000 414101	360		101000
		Total for Vendor:	2,603.50						
131333	C	317 AMERICAN WELDING & GAS, INC.	150.92						
1	03/17/26	#7501 SPOOL 0011536870	150.92			6025 450000	870		101000
131389	C	317 AMERICAN WELDING & GAS, INC.	442.63						
1	03/25/26	ARGON/CO2 0011546806	99.21			1000 455000	433		101000
2	03/16/26	ARGON/O2 0011534783	325.38			1000 455000	433		101000
3	03/13/26	SUPERGLAZE ER 0011533476	18.04			1000 455000	433		101000
		Total for Vendor:	593.55						
131497		999999 ANTHONY RODRIGUEZ	399.00						
1	04/01/26	smile conference a. stewart PIKSTSBR-0001	399.00			1000 421000	340		101000
		Total for Vendor:	399.00						

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131201	-93973E	4672 ASURE PAYROLL TAX MANAGEMENT	275,838.41						
	03/20/2026	Payroll							
1	03/20/26	Social Security	130,057.28			1000 212501			101000
2	03/20/26	Medicare	30,416.64			1000 212502			101000
3	03/20/26	Federal Income Tax	105,461.49			1000 212503			101000
4	03/20/26	ND State Tax	5,125.00			1000 212504			101000
5	03/20/26	MN State Tax	4,778.00			1000 212505			101000
131202	-93972E	4672 ASURE PAYROLL TAX MANAGEMENT	23,835.78						
	03/20/2026	Payroll - Parks							
1	03/20/26	Social Security - Parks	12,711.86			8000 453000	110		101000
2	03/20/26	Medicare - Parks	2,973.08			8000 453000	110		101000
3	03/20/26	Federal Income Tax - Parks	7,396.84			8000 453000	110		101000
4	03/20/26	ND State Tax - Parks	326.00			8000 453000	110		101000
5	03/20/26	MN State Tax - Parks	428.00			8000 453000	110		101000
131478	-93953E	4672 ASURE PAYROLL TAX MANAGEMENT	273,164.43						
	04/03/2026	Payroll							
1	04/03/26	Social Security	129,030.54			1000 212501			101000
2	04/03/26	Medicare	30,176.42			1000 212502			101000
3	04/03/26	Federal Income Tax	103,915.47			1000 212503			101000
4	04/03/26	ND State Tax	4,999.00			1000 212504			101000
5	04/03/26	MN State Tax	5,043.00			1000 212505			101000
131484	-93952E	4672 ASURE PAYROLL TAX MANAGEMENT	24,309.14						
	04/03/2026	Payroll - Parks							
1	04/03/26	Social Security - Parks	12,893.38			8000 453000	110		101000
2	04/03/26	Medicare - Parks	3,015.30			8000 453000	110		101000
3	04/03/26	Federal Income Tax - Parks	7,631.46			8000 453000	110		101000
4	04/03/26	ND State Tax - Parks	326.00			8000 453000	110		101000
5	04/03/26	MN State Tax - Parks	443.00			8000 453000	110		101000
Total for Vendor:			597,147.76						

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131293	C	2931 AUTO VALUE PARTS STORES	721.31						
1	03/23/26	FILTERS	23.38			1000 430000	427		101000
99390141									
2	03/24/26	FILTERS	3.35			1000 430001	427		101000
99390383									
3	03/26/26	FILTERS	38.91			6025 450000	427		101000
99390885									
4	03/24/26	FILTERS	39.68			6025 450000	427		101000
99390385									
5	03/24/26	FILTERS	84.65			6010 450200	427		101000
99390380									
6	03/24/26	FILTERS	100.98			6020 450000	427		101000
99390379									
7	03/24/26	FILTERS	3.35			1000 415000	427		101000
99390387									
8	03/24/26	FILTERS	6.70			1000 421000	427		101000
99390377									
9	03/23/26	COOLING SYSTEM PRESS	192.99			1000 455000	432		101000
99390238									
10	03/16/26	#2025 BATTERY TERMINAL LUGS	15.90			6020 450000	610		101000
99389073									
11	03/19/26	#2025 SPOOL CABLE	139.00			6020 450000	610		101000
99389776									
12	03/12/26	MINI TORCH	72.42			1000 455000	433		101000
99388547									
131328	C	2931 AUTO VALUE PARTS STORES	381.21						
1	03/23/26	#3406 INDUSTRIAL HYD	5.48			1000 430000	427		101000
99390270									
2	03/26/26	FILTERS	137.88			6025 450000	427		101000
99390982									
3	03/26/26	FILTERS	68.64			1000 430000	427		101000
99391012									
4	03/24/26	SW - CV TUBE/HEAT SHRINK	59.18			6025 450000	610		101000
99390372									
5	03/24/26	WA - CV TUBE/HEAT SHRINK	59.19			6020 450000	610		101000
99390372									

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6 99390497	03/24/26 #3406	INDUSTRIAL HYD	29.39			1000 430000	427		101000
7 99390376	03/24/26	GA HA 1/4 MALE	21.45			1000 455000	433		101000
131367	C	2931 AUTO VALUE PARTS STORES	191.80						
1 99391377	03/30/26	FILTERS	7.70			6025 450000	427		101000
2 99389184	03/17/26	FILTERS	14.71			1000 421000	427		101000
3 99389187	03/17/26	FILTERS	3.35			6025 450000	427		101000
4 99389186	03/17/26	FILTERS	6.70			1000 455000	427		101000
5 99389185	03/17/26	FILTERS	124.95			6010 450200	427		101000
6 99389188	03/17/26	FILTERS	12.42			1000 430001	427		101000
7 99389189	03/17/26	FILTERS	3.38			1000 430000	427		101000
8 99389727	03/19/26	FILTERS	5.13			6020 450000	427		101000
9 99390339	03/24/26	FILTERS	13.46			6020 450000	427		101000
131404	C	2931 AUTO VALUE PARTS STORES	770.58						
1 99391665	03/31/26	16-14GA HS 1/4	80.65			1000 455000	427		101000
2 99391591	03/31/26	FILTERS	24.94			6025 450000	427		101000
3 99391587	03/31/26	FILTERS	67.17			1000 430000	427		101000
4 99391757	03/31/26	FILTERS	272.56			6025 450000	427		101000
5 99391588	03/31/26	FILTERS	65.15			1000 430000	427		101000
6 99391582	03/31/26	FILTERS	23.77			1000 421000	427		101000

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7 99391583	03/31/26	FILTERS	9.64			6020 450000	427		101000
8 99391664	03/31/26	16-14GA HS - RETURN	-80.65			1000 455000	433		101000
9 99391594	03/31/26	PERMATEX/TAPE	307.35			1000 455000	433		101000
		Total for Vendor:	2,064.90						
131226 1 74757	C 03/03/26	3149 BEE SEEN GEAR uniforms for anderson	5,935.34 398.97			1000 421000	422		101000
2 74658	03/03/26	uniforms for beilke	243.98			1000 421000	422		101000
3 74585	02/24/26	uniforms for borg	333.97			1000 421000	422		101000
4 74629	03/03/26	uniforms for carr	523.91			1000 421000	422		101000
5 74960	03/13/26	equipment for carlson	20.99			1000 421000	422		101000
6 74756	03/03/26	pants for crouse	198.00			1000 421000	422		101000
7 74656	02/26/26	uniforms for dixon	100.99			1000 421000	422		101000
8 74586	03/03/26	uniforms for dixon	398.97			1000 421000	422		101000
9 74805	03/11/26	uniforms for heyerman	417.94			1000 421000	422		101000
10 74872	03/11/26	uniforms for hicks	403.97			1000 421000	422		101000
11 74903	03/11/26	cap for hicks	29.00			1000 421000	422		101000
12 74654	02/26/26	uniforms for kemmer	156.98			1000 421000	422		101000
13 74657	02/26/26	uniforms for kemmer	139.98			1000 421000	422		101000
14 74659	03/03/26	uniforms for masset	263.97			1000 421000	422		101000

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15 74602	02/24/26	uniforms for mueller	205.97			1000 421000	422		101000
16 74599	02/24/26	uniforms for newman	526.94			1000 421000	422		101000
17 74758	03/03/26	uniforms for b. oldham	327.92			1000 421000	422		101000
18 74627	03/03/26	uniform/equip for sufficool	435.96			1000 421000	422		101000
19 74755	03/03/26	shirt for swiggum	133.98			1000 421000	422		101000
20 74661	03/03/26	uniforms for tulius	439.97			1000 421000	422		101000
21 74588	02/24/26	uniforms for voneschen	232.98			1000 421000	422		101000
131261	C	3149 BEE SEEN GEAR	486.95						
1 74228	04/12/26	FD R Qualley Sweatshirt	89.99			2060 415200	422		101000
2 74228	04/12/26	FD D Anderson T-shirt	84.00			2060 415200	422		101000
3 74228	04/12/26	FD M O'Bryant Uniform	178.98			2060 415200	422		101000
4 74228	04/12/26	FD J Porter Uniform	220.99			2060 415200	422		101000
5 74228	04/12/26	FD Credit Sweatshirt replaceme	-87.01			2060 415200	422		101000
131415	C	3149 BEE SEEN GEAR	655.94						
1 74993	03/16/26	uniforms for VonEschen	119.99			1000 421000	422		101000
2 74759	03/03/26	uniforms for Diop	282.96			1000 421000	422		101000
3 74676	03/03/26	uniforms-equip for Diop	252.99			1000 421000	422		101000
Total for Vendor:			7,078.23						

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131475		3273 BERNIE DARDIS	660.80						
	NDLC Spring Workshop - 03/17/26-03/19/26 - Dickinson								
1	03/31/26 Travel reimb 03/17-03/19		660.80			1000 415000	340		101000
	Total for Vendor:		660.80						
131397	C 4043 BIGDOG AUTOGLASS		200.00						
1	03/27/26 CAT RENTAL - DOOR		200.00			1000 430000	427		101000
5491291									
	Total for Vendor:		200.00						
131351	-93958E 3552 BLUE CROSS BLUE SHIELD OF ND		421,256.90						
	April 2026 Premium - Med/Dental/Vision								
1	03/20/26 April 2026 Premium		421,256.90			1000 212539			101000
260320136593									
	Total for Vendor:		421,256.90						
131227	C 3489 BOLTON & MENK, INC		7,080.00						
1	0389796 03/16/26 Project 2284		4,620.00			4133 480000	418		101000
0389796									
2	0389799 03/16/26 Traffic Signal Timing		2,460.00			1000 430000	487		101000
0389799									
	Total for Vendor:		7,080.00						
131262	3512 BOUND TREE MEDICAL, LLC		3,172.42						
1	03/09/26 FD Capnograph		1,510.49			2060 415200	500		101000
86128008									
2	03/09/26 FD Capnograph		1,510.49			2060 415200	500		101000
86126004									
3	03/23/26 FD Medical Supplies		151.44			2060 415200	500		101000
86144101									
	Total for Vendor:		3,172.42						
131431	73 BRAUN INTERTEC		2,218.25						
1	04/01/26 PROJ 9061		2,218.25			4188 480000	418		101000
IN1010033									
	Total for Vendor:		2,218.25						

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131267		5728 BRAYDEN DUFFNEY	104.00						
1	03/20/26	FD Reimbursement EMT test	104.00			2060 415200	399		101000
		2026 Testing							
		Total for Vendor:	104.00						
131320	C	652 BRENCO CORPORATION	43.00						
1	03/23/26	#3414 JUMP HOSE	43.00			1000 430000	427		101000
		0183373							
131324	C	652 BRENCO CORPORATION	756.22						
1	03/18/26	VACUUM REPAIRS	405.31			6020 450000	420		101000
		0183168							
2	03/16/26	VACCUM REPAIRS	350.91			1000 455000	420		101000
		0183044							
131379	C	652 BRENCO CORPORATION	85.00						
1	03/23/26	#3414 JUMP HOSE	43.00			1000 430000	427		101000
		0183373-IN							
2	03/18/26	RM 110 1 GAL	42.00			6010 450200	427		101000
		0183171-IN							
131407	C	652 BRENCO CORPORATION	598.25						
1	03/24/26	#4500 REPAIRS	598.25			6010 450200	427		101000
		0183379-IN							
		Total for Vendor:	1,482.47						
131258		3892 BURGGRAF'S ACE FARGO WEST #17458	16.58						
1	03/20/26	FD hardware	16.58			2060 415200	500		101000
		4856							
131308		3892 BURGGRAF'S ACE FARGO WEST #17458	129.94						
1	03/26/26	PICKUP TOOLS	101.97			1000 430001	358		101000
		4866							
2	03/17/26	SPRAY PAINT	27.97			6025 450000	610		101000
		4848							

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131355		3892 BURGGRAF'S ACE FARGO WEST #17458	17.98						
1	03/23/26	ACETONE/CLOTH	17.98			1000 430002	392		101000
4857									
		Total for Vendor:	164.50						
131264	C	351 BUSINESS ESSENTIALS	29.00						
1	03/10/26	FD D Nerud Business Cards	29.00			2060 415200	410		101000
		OE-QT-88829-1							
		Total for Vendor:	29.00						
131299	C	39 BUTLER MACHINERY	100.64						
1	03/21/26	#7009 CONNECTOR/ORING	100.64			6025 450000	427		101000
		00PS0678243							
131377	C	39 BUTLER MACHINERY	1,191.31						
1	03/27/26	#4008 ELEMENT	90.80			6010 450200	427		101000
		00PS0678592							
2	03/27/26	#7200 FILTER CARTRIDGE	208.48			6025 450000	427		101000
		00PS0678593							
3	03/26/26	RENTAL - GLASS DOOR	892.03			1000 430000	427		101000
		00PS0678494							
131476	C	39 BUTLER MACHINERY	2,852.94						
1	03/31/26	Cutting edges for snow blade	2,852.94			7050 500000	426		101000
		00PS0678894							
		Total for Vendor:	4,144.89						
131433	C	4508 CARE RESOURCE CONNECTION	3,000.00						
1	03/31/26	FD 04-01/04-30 2026	3,000.00			2060 415200	428		101000
		7950							
		Total for Vendor:	3,000.00						
131212	-93968E	51 CASS COUNTY ELECTRIC COOP	6,168.93						
1	03/09/26	New City Hall (WEX Building)	6,168.93			1001 415000	527		101000
		1190696 03/26							
		Total for Vendor:	6,168.93						

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131216		61 CASS COUNTY FINANCE	880.78						
1	250169361 12/31/25	60-0000-02400-020	614.05			7050 500000	420		101000
	Airport Taxes 2025								
2	250136279 12/31/25	02-0005-00010-150	266.73			7050 500000	420		101000
	Airport Taxes 2025								
131460		61 CASS COUNTY FINANCE	6,688.61						
	Additional taxes for 2025								
1	12/31/25	2025 Property Taxes	4.96			2030 490000	630		101000
	02-0581-00020-010 2025								
2	12/31/25	2025 Property Taxes	1,744.52			2030 490000	630		101000
	02-1325-00090-000 2025								
3	12/31/25	2025 Property Taxes	128.59			2030 490000	630		101000
	02-1325-00100-000 2025								
4	12/31/25	2025 Property Taxes	29.30			2030 490000	630		101000
	15-0000-00740-075 2025								
5	12/31/25	2025 Property Taxes	4,781.24			2030 490000	630		101000
	60-0000-02420-020 2025								
		Total for Vendor:	7,569.39						
131368		1355 CASS COUNTY GOVERNMENT	3,120.00						
1	03/31/26	feb 2026 intox	120.00			1000 421000	398		101000
	INV012742								
2	03/31/26	feb 2026 jail housing	3,000.00			1000 421000	398		101000
	INV012741								
		Total for Vendor:	3,120.00						
131229		46 CASS RURAL WATER USERS	32.54						
1	03/25/26	6482 - WF Airport Water	32.54			7050 500000	420		101000
	6482 Mar 2026								
		Total for Vendor:	32.54						
131189		5727 CATANIA MEDALLIC SPECIALTY, INC	1,860.00						
	PO - 200311								
1	03/04/26	challenge coins	1,860.00			1000 421000	375		101000
	166261								
		Total for Vendor:	1,860.00						

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131364		2875 CENTRAL LANDSCAPE SUPPLY INC	360.00						
1	03/27/26	TREE PROTECTORS	360.00			2210 428000	358		101000
336445									
		Total for Vendor:	360.00						
131410	C	4521 CHOICE MARKETING INC	426.95						
1	03/26/26	K9 trading cards	426.95			1000 421000	375		101000
20260428									
		Total for Vendor:	426.95						
131220		111 CITY OF FARGO	9,000.00						
		01/01/2026 to 12/31/2026							
1	03/18/26	drone cost share	9,000.00			1000 421000	906		101000
498653									
131265		111 CITY OF FARGO	9,000.00						
1	03/18/26	FD Drone Cost Share	9,000.00			2060 415200	906		101000
498652									
131457		111 CITY OF FARGO	50,454.81						
1	03/18/26	LANDFILL FEES	24,867.81			6010 450200	355		101000
498651									
2	03/12/26	LANDFILL FEES	25,587.00			6010 450200	355		101000
498388									
		Total for Vendor:	68,454.81						
131213		2076 CITY OF GRAND FORKS	460.00						
1	03/18/26	Training - Paul Fracassi	230.00			1000 414101	340		101000
2	03/18/26	Training - Shane Marcuson	230.00			1000 414101	340		101000
		Total for Vendor:	460.00						
131228	C	3167 CITY OF WEST FARGO	80.16						
1	03/19/26	Airport Dumpster	80.16			7050 500000	420		101000
02066 Mar 26									
		Total for Vendor:	80.16						

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131358	C	2482 CODY BEILKE	234.00						
1	03/26/26	BRINC meal reimb	234.00			1000 421000	340		101000
		Total for Vendor:	234.00						
131217	C	3530 CONNECTWISE	136.22						
1	03/19/26	ScreenConnect - Mar subscript INV01576760	136.22			1000 414104	497		101000
131352	C	3530 CONNECTWISE	351.90						
1	03/27/26	ScreenConnect - Apr subscript INV01579326	351.90			1000 414104	497		101000
		Total for Vendor:	488.12						
131424	E	229 CONSOLIDATED COMMUNICATIONS	95.00						
1	03/15/26	SCADA BACKUP AT PD 701-150-0691/0	95.00			6025 450000	527		101000
131486	E	229 CONSOLIDATED COMMUNICATIONS	175.00						
1	04/01/26	april 2026 icac	175.00			1000 421000	497		101000
		Total for Vendor:	270.00						
131356		4108 CONSOLIDATED ELECTRICAL	149.79						
1	03/09/26	CEILING FAN ROD 2348-1111232	134.99			1000 455000	420		101000
2	03/11/26	TERMINAL ASSY 2348-1111380	14.80			1000 430002	391		101000
131432		4108 CONSOLIDATED ELECTRICAL	396.44						
1	03/09/26	PULL BOX/CABLE TIES 2348-1111211	396.44			1000 414104	497		101000
		Total for Vendor:	546.23						
131349		3245 CORE & MAIN	3,889.92						
1	03/20/26	CURB STOP STOCK	4,122.96			6020 450000	438		101000
12913									
2	03/27/26	ADAPTER RETURN	-225.96			6020 450000	438		101000
882									

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Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
3 1043	11/20/25	ACCT CREDIT	-7.08			6020 450000	438		101000
131422 1 12349 2 29015	03/13/26 03/23/26	3245 CORE & MAIN CLAMPS/ADAPTERS/INSERTS VALVES/KIT	796.56 454.28 342.28			6020 450000 6025 450000	438 439		101000 101000
		Total for Vendor:	4,686.48						
131464 1 2-89337	04/02/26	C 65 CURT'S LOCK & KEY FD St 76 Keys	46.65 46.65			2060 415200	494		101000
		Total for Vendor:	46.65						
131463 1 98-83856	03/23/26	4921 CUSTOM FLAG COMPANY FD ND Flags 2026	728.00 728.00			2060 415200	641		101000
		Total for Vendor:	728.00						
131465 1 26685	12/31/25	C 5319 DAKOTA CHILDREN'S ADVOCACY FD Wellness visits	3,156.56 3,156.56			2060 415200	996		101000
		Total for Vendor:	3,156.56						
131268 1 7439570 2 7444707	03/09/26 03/24/26	C 1675 DAKOTA FLUID POWER, INC FD T-75 Hyd. Hose Broke FD T-75 Outrigger Cylinder rep	896.16 606.16 290.00			2060 415200 2060 415200	427 420		101000 101000
131336 1 7443480 2 7443480 3 7443480	03/19/26 03/19/26 03/19/26	C 1675 DAKOTA FLUID POWER, INC SW - HYD HOSE/REEL SA - HYD HOSE/REEL WA - HYD HOSE/REEL	5,932.64 1,483.16 1,483.16 1,483.16			6025 450000 6010 450200 6020 450000	427 427 427		101000 101000 101000

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Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
4 7443480	03/19/26	ST - HYD HOSE/REEL	1,483.16			1000 430000	427		101000
131369 1 7443476	C 03/19/26	1675 DAKOTA FLUID POWER, INC COUPLERS	279.40 95.39			6020 450000	427		101000
2 7443470	03/19/26	COUPLERS STOCK	184.01			6020 450000	427		101000
		Total for Vendor:	7,108.20						
131361 1 S1055505471	C 03/11/26	624 DAKOTA SUPPLY GROUP MILBA RL OU	122.57 122.57			1000 430002	391		101000
		Total for Vendor:	122.57						
131269 1 963693	C 03/24/26	87 DAKOTA TIRE FD Batt 70 Tires	1,782.90 1,179.93			2060 415200	420		101000
2 93630	03/24/26	FD Batt 70 Brakes	602.97			2060 415200	420		101000
		Total for Vendor:	1,782.90						
131175 1 2026 Training	118242S 03/14/26	4768 DARIN UNDERHILL CPSE Conference in Orlando FL Per Diem 03/09-03/14	476.99 450.00			2060 415200	340		101000
2 2026 CPSE Training	03/13/26	Uber	26.99			2060 415200	340		101000
		Total for Vendor:	476.99						
131444 1	5622 04/01/26	DAVID MISHESKI WATER TESTING - BISMARCK, ND TRAVEL REIMBURSEMENT	59.00 59.00			6025 450000	340		101000
		Total for Vendor:	59.00						

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131474		3365 DUSTIN SCOTT	436.70						
		N DLC Spring Workshop - 03/17/26-03/19/26 - Dickinson							
1	03/31/26	Travel reimb 03/17-03/19	436.70			1000 414000	340		101000
		Total for Vendor:	436.70						
131270	C	5454 EMERGENCY TECHNICAL DECON	224.25						
1	03/24/26	Gear Repair	224.25			2060 415200	420		101000
1247									
		Total for Vendor:	224.25						
131243	-93963E	4664 EMPOWER (MASS MUTUAL)	28,305.32						
1	03/20/26	Mar 2026 Contributions	28,305.32			1000 212528			101000
		Total for Vendor:	28,305.32						
131271		5354 ENERGY TECH SYSTEMS	1,400.00						
1	03/19/26	St 75 N Bay Door Handle	1,400.00			2060 415200	494		101000
11081									
		Total for Vendor:	1,400.00						
131231	118295S	3547 EQUITABLE UNIT ANNUITY	2,000.00						
1	03/20/26	Deferred Comp Mar 2026	2,000.00			1000 212524			101000
		Total for Vendor:	2,000.00						
131405		2862 ESSENTIA HEALTH - FARGO	886.00						
1	03/27/26	annual physical	886.00			1000 421000	996		101000
890002547.03.2026									
131461		2862 ESSENTIA HEALTH - FARGO	1,932.00						
1	03/27/26	FD Feb-March Annual Physicals	1,932.00			2060 415200	996		101000
890002546.03.2026									
		Total for Vendor:	2,818.00						
131300	C	1851 F/S MANUFACTURING	626.01						
1	03/23/26	COUPLERS/ADAPTERS	626.01			1000 430000	485		101000
208695									
		Total for Vendor:	626.01						

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131394		3344 FACTORY MOTOR PARTS	210.20						
1	03/18/26	#1192 IGNITION/SPARK PLUG	210.20			1000 421000	427		101000
		37-1301893							
131401		3344 FACTORY MOTOR PARTS	183.15						
1	02/27/26	#7037 JOINT ASSY	66.70			6025 450000	427		101000
		37-1299139							
2	03/03/26	#7037 JOINT ASMFT	116.45			6025 450000	427		101000
		37-1299544							
		Total for Vendor:	393.35						
131224		712 FAMILY HEALTHCARE	20,000.00						
1	INV006770	03/24/26 2026 Budget Appropriation	20,000.00			1000 415000	658		101000
		INV006770							
		Total for Vendor:	20,000.00						
131452	C	660 FARGO FREIGHTLINER	813.34						
1	03/12/26	#4104 STEERING REPAIRS	192.63			6010 450200	427		101000
		R101039871:01							
2	03/18/26	#4104 STEERING REPAIRS	620.71			6010 450200	427		101000
		R101039871:02							
		Total for Vendor:	813.34						
131391		136 FARGO TRAILER CENTER	4.00						
1	03/24/26	GLADHAND SEAL	4.00			6020 450000	427		101000
		06P58336							
		Total for Vendor:	4.00						
131317	C	124 FASTENAL	79.05						
1	03/18/26	HARDWARE	15.61			6025 450000	433		101000
		NDFAR333977							
2	03/17/26	HARDWARE	63.44			6025 450000	825		101000
		NDFAR333835							
		Total for Vendor:	79.05						

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Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131225	151 FEDERAL EXPRESS		12.27						
1	03/25/26 ND lab pkg		12.27			1000 421000	661		101000
	9-227-33049								
		Total for Vendor:	12.27						
131319	329 FERGUSON WATERWORKS #2516		253.28						
1	03/12/26 FLEXSTORE LITE MED RND		253.28			6025 450000	437		101000
	0546683								
		Total for Vendor:	253.28						
131393	C 5588 FLEET CHARGE		39.68						
1	03/18/26 #4007 VBELT FAN		39.68			6010 450200	427		101000
	X202260460								
		Total for Vendor:	39.68						
131420	55 FLEETPRIDE		49.98						
1	03/26/26 #4003 LAMP		49.98			6010 450200	427		101000
	133318947								
		Total for Vendor:	49.98						
131472	2499 FM CONVENTION & VISITORS BUREAU		24,521.98						
	February 2026 Lodging								
1	Feb 2026 02/28/26 Lodging Tax 2%		24,521.98			2141 411500	533		101000
	Feb 2026 2								
131473	2499 FM CONVENTION & VISITORS BUREAU		12,261.00						
	February 2026 Lodging								
2	Feb 2026 02/28/26 Lodging Tax 1%		12,261.00			2141 411500	653		101000
	Feb 2026 1								
		Total for Vendor:	36,782.98						
131442	C 3063 FRONTLINE PLUS FIRE & RESCUE		4,800.00						
	1/1/26-12/31/26								
1	03/23/26 2026 ANNUAL SERVICE CONTRACT		4,800.00			1000 430002	803		101000
	14709								
		Total for Vendor:	4,800.00						

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131488	C	5498 FRSECURE LLC	2,410.00						
1	BD0012075	03/31/26 Internal Pen Test - final p	2,410.00			1000 414104	497		101000
		BD0012075							
		Total for Vendor:	2,410.00						
131182	C	155 GALLS, LLC	581.70						
1	03/12/26	investigation badges	581.70			1000 421000	422		101000
		034386949							
131272	C	155 GALLS, LLC	163.34						
1	03/04/26	FD D Nerud Pants	81.46			2060 415200	422		101000
		034290894							
2	03/05/26	FD D Nerud Boots	151.86			2060 415200	422		101000
		034310725							
3	03/15/26	FD D Nerud Pants Return	-77.97			2060 415200	422		101000
		034418423							
4	03/15/26	FD D Nerud return label	7.99			2060 415200	422		101000
		034418137							
		Total for Vendor:	745.04						
131493		999999 GOVERNMENT SOCIAL MEDIA LLC	599.00						
1	04/01/26	Gov social media a. stewart	599.00			1000 421000	340		101000
		2026-210021698							
		Total for Vendor:	599.00						
131421	C	556 GRAINGER, INC.	138.92						
1	03/18/26	PULL HANDLE/THREADLOCKER	160.30			6025 450000	826		101000
		9845979922							
2	03/26/26	STEEL RINGS/DUMPSTER REPAIR	55.56			6010 450200	914		101000
		9856048278							
3	03/12/26	HOLE SAW KIT	119.00			6025 450000	432		101000
		9839020485							
4	03/19/26	PULL HANDLE	13.19			6025 450000	826		101000
		9847512697							
5	02/23/26	ACCT CREDIT	-209.13			6010 450200	433		101000
		9817864888							
		Total for Vendor:	138.92						

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131500	C	3534 GRAND FORKS FIRE EQUIPMENT LLC	802.47						
1		Will retur 12/24/25 FD Gear Boots-wrong boots	585.00			2060 415200	641		101000
45359									
2		Boot retur 03/13/26 FD Gear Boots-Cr. Return	-585.00			2060 415200	641		101000
45961									
3		04/02/26 FD SCBA Green light	802.47			2060 415200	420		101000
46120									
		Total for Vendor:	802.47						
131487	C	5722 GUARDIAN ALLIANCE TECHNOLOGIES,	470.00						
1		03/31/26 march 2026 finance backgrounds	470.00			1000 421000	399		101000
33829									
		Total for Vendor:	470.00						
131348	C	135 HAWKINS INC	12,454.40						
1		03/20/26 AQUAHAWK	6,614.00			6025 450000	423		101000
7367659									
2		03/19/26 AQUAHAWK	5,840.40			6025 450000	423		101000
7366524									
		Total for Vendor:	12,454.40						
131363	C	1310 HERO SCHEDULE LLC	291.00						
1		04/01/26 april 2026 active users	291.00			1000 421000	497		101000
INV-41456									
131434	C	1310 HERO SCHEDULE LLC	165.00						
1		04/01/26 FD April 2026 Scheduler	165.00			2060 415200	497		101000
41455									
		Total for Vendor:	456.00						
131290	C	2820 HIGH POINT NETWORKS	140.00						
1		2808852 03/24/26 Add users from AD to Genetic	140.00			1000 414104	497		101000
2808852									
		Total for Vendor:	140.00						

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Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131193		1107 HITCH 'N GO OF FARGO	524.00						
1	03/18/26	#1194 remote install	524.00			1000 421000	610		101000
16489									
		Total for Vendor:	524.00						
131198	C	5539 HKGI	25,738.40						
1	025-006-13	03/13/26 Project 9057	25,738.40			4179 480000	418		101000
	025-006-13								
		Total for Vendor:	25,738.40						
131347	C	4562 HMI	14,006.54						
1	03/11/26	FAST PLASTIC KIT	14,006.54			1000 430000	394		101000
	0053024-IN								
		Total for Vendor:	14,006.54						
131186	C	3087 IBM CORPORATION	41.28						
1	4820378	03/12/26 MaaS360 Premier Suite	41.28			1000 414104	497		101000
	4820378								
131494	C	3087 IBM CORPORATION	588.74						
1	4834841	04/01/26 MaaS360 Premier Suite	588.74			1000 414104	497		101000
	4834841								
		Total for Vendor:	630.02						
131208	C	3227 IDENTITY AUTOMATION LP	6,021.00						
	PO - 200310								
	5/10/2026 to 5/9/2027								
1	03/19/26	annual subscription	6,021.00			1000 421000	497		101000
	INV-08982								
		Total for Vendor:	6,021.00						
131256	C	4592 INGRAM LIBRARY SERVICES	4,660.87						
1	03/12/26	BOOKS	25.66			7000 411600	662		101000
	95139511								
2	03/12/26	BOOKS	14.04			7000 411600	662		101000
	95139512								

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Claim/ Line #	Check Invoice	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
3 95139513	03/12/26	BOOKS	23.04			7000 411600	662		101000
4 95139514	03/12/26	BOOKS	1,120.89			7000 411600	662		101000
5 95139515	03/12/26	BOOKS	490.64			7000 411600	662		101000
6 95139516	03/12/26	BOOKS	854.46			7000 411600	662		101000
7 95139517	03/12/26	BOOKS	13.19			7000 411600	662		101000
8 95139518	03/12/26	BOOKS	17.51			7000 411600	662		101000
9 95139519	03/12/26	BOOKS	21.47			7000 411600	662		101000
10 95139520	03/12/26	BOOKS	22.77			7000 411600	662		101000
11 95154585	03/12/26	BOOKS	32.29			7000 411600	662		101000
12 95154586	03/12/26	BOOKS	18.86			7000 411600	662		101000
13 95154587	03/12/26	BOOKS	13.66			7000 411600	662		101000
14 95154588	03/12/26	BOOKS	28.92			7000 411600	662		101000
15 95154589	03/12/26	BOOKS	60.76			7000 411600	662		101000
16 95154584	03/12/26	BOOKS	45.84			7000 411600	662		101000
17 95201223	03/16/26	BOOKS	25.25			7000 411600	662		101000
18 95201224	03/16/26	BOOKS	20.95			7000 411600	662		101000
19 95201225	03/16/26	BOOKS	36.13			7000 411600	662		101000
20 95201226	03/16/26	BOOKS	12.51			7000 411600	662		101000
21 95201227	03/16/26	BOOKS	18.83			7000 411600	662		101000

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Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
22	03/16/26	BOOKS	15.08			7000 411600	662		101000
95201228									
23	03/16/26	BOOKS	10.58			7000 411600	662		101000
95201229									
24	03/16/26	BOOKS	15.66			7000 411600	662		101000
95201230									
25	03/16/26	BOOKS	17.69			7000 411600	662		101000
95201231									
26	03/16/26	BOOKS	27.03			7000 411600	662		101000
95201232									
27	03/17/26	BOOKS	15.16			7000 411600	662		101000
95237094									
28	03/17/26	BOOKS	16.24			7000 411600	662		101000
95237095									
29	03/17/26	BOOKS	21.41			7000 411600	662		101000
95237094									
30	03/17/26	BOOKS	21.17			7000 411600	662		101000
95237097									
31	03/17/26	BOOKS	24.58			7000 411600	662		101000
95237098									
32	03/17/26	BOOKS	22.09			7000 411600	662		101000
95237099									
33	03/17/26	BOOKS	23.63			7000 411600	662		101000
95237100									
34	03/18/26	BOOKS	10.32			7000 411600	662		101000
95269500									
35	03/18/26	BOOKS	13.50			7000 411600	662		101000
95269501									
36	03/18/26	BOOKS	20.12			7000 411600	662		101000
95269502									
37	03/18/26	BOOKS	21.55			7000 411600	662		101000
95269503									
38	03/18/26	BOOKS	25.22			7000 411600	662		101000
95269504									
39	03/18/26	BOOKS	80.34			7000 411600	662		101000
95269505									
40	03/18/26	BOOKS	70.11			7000 411600	662		101000
95269506									

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Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
41	03/18/26	BOOKS	30.57			7000 411600	662		101000
95269507									
42	03/18/26	BOOKS	14.48			7000 411600	662		101000
95269508									
43	03/18/26	BOOKS	67.54			7000 411600	662		101000
95269509									
44	03/18/26	BOOKS	26.45			7000 411600	662		101000
95269510									
45	03/18/26	BOOKS	24.24			7000 411600	662		101000
95269511									
46	03/18/26	BOOKS	14.50			7000 411600	662		101000
95269512									
47	03/18/26	BOOKS	11.66			7000 411600	662		101000
95269513									
48	03/18/26	BOOKS	47.57			7000 411600	662		101000
95269514									
49	03/19/26	BOOKS	212.53			7000 411600	662		101000
95297637									
50	03/19/26	BOOKS	164.13			7000 411600	662		101000
95297638									
51	03/19/26	BOOKS	18.89			7000 411600	662		101000
95297639									
52	03/19/26	BOOKS	34.93			7000 411600	662		101000
95297640									
53	03/19/26	BOOKS	33.34			7000 411600	662		101000
95297641									
54	03/20/26	BOOKS	111.72			7000 411600	662		101000
95328395									
55	03/20/26	BOOKS	64.57			7000 411600	662		101000
95328396									
56	03/20/26	BOOKS	13.87			7000 411600	662		101000
95328397									
57	03/20/69	BOOKS	13.89			7000 411600	662		101000
95328398									
58	03/20/26	BOOKS	26.56			7000 411600	662		101000
95328399									
59	03/20/26	BOOKS	11.08			7000 411600	662		101000
95328400									

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Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
60	03/20/26	BOOKS	29.01			7000 411600	662		101000
95328401									
61	03/20/26	BOOKS	12.10			7000 411600	662		101000
95328402									
62	03/20/26	BOOKS	38.03			7000 411600	662		101000
95328403									
63	03/20/26	BOOKS	21.12			7000 411600	662		101000
95328404									
64	03/20/26	BOOKS	18.12			7000 411600	662		101000
95328405									
65	03/20/26	BOOKS	21.82			7000 411600	662		101000
95328406									
66	03/20/26	BOOKS	6.83			7000 411600	662		101000
95328407									
67	03/20/26	BOOKS	39.24			7000 411600	662		101000
95328408									
68	03/20/26	BOOKS	16.18			7000 411600	662		101000
95328409									
69	03/20/26	BOOKS	13.17			7000 411600	662		101000
95328410									
70	03/20/26	BOOKS	46.29			7000 411600	662		101000
95328411									
71	03/20/26	BOOKS	67.29			7000 411600	662		101000
95328394									
131458	C	4592 INGRAM LIBRARY SERVICES	516.03						
1	03/24/26	BOOKS	19.73			7000 411600	662		101000
95402863									
2	03/24/26	BOOKS	31.14			7000 411600	662		101000
95402864									
3	03/24/26	BOOKS	14.87			7000 411600	662		101000
95402865									
4	03/24/26	BOOKS	14.21			7000 411600	662		101000
95422122									
5	03/24/26	BOOKS	236.66			7000 411600	662		101000
95422123									
6	03/23/26	BOOKS	20.26			7000 411600	662		101000
95366001									

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Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
7	03/23/26	BOOKS	20.95			7000 411600	662		101000
95366002									
8	03/23/26	BOOKS	14.10			7000 411600	662		101000
95366003									
9	03/23/26	BOOKS	16.67			7000 411600	662		101000
95366004									
10	03/23/26	BOOKS	29.34			7000 411600	662		101000
95366005									
11	03/23/26	BOOKS	20.34			7000 411600	662		101000
95366006									
12	03/23/26	BOOKS	38.02			7000 411600	662		101000
95366007									
13	03/23/26	BOOKS	33.41			7000 411600	662		101000
95366008									
14	03/23/26	BOOKS	22.77			7000 411600	662		101000
95366009									
15	03/26/26	BOOK CREDIT	-16.44			7000 411600	662		101000
95485148									
		Total for Vendor:	5,176.90						
131446		2500 INLAND TRUCK PARTS & SERVICE	1,340.58						
1	03/31/26	#4003 WIPERS/HYDRAULICS	1,340.58			6010 450200	427		101000
IN-1970540									
		Total for Vendor:	1,340.58						
131273		211 INTERSTATE ALL BATTERY CENTER	250.00						
1	03/17/26	FD St 75 Electrical Work	99.10			2060 415200	494		101000
1902801045518									
2	03/04/26	FD ST 75 Electrical Work	150.90			2060 415200	494		101000
1902801045455									
		Total for Vendor:	250.00						
131426		233 J & L SPORTS	109.00						
1	03/19/26	EMBROIDERY	109.00			1000 430000	422		101000
35486									
		Total for Vendor:	109.00						

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131448		5730 JACKSON NOVACEK	59.00						
		WATER TESTING - BISMARCK, ND							
1	04/01/26	TRAVEL REIMBURSEMENT	59.00			6020 450000	340		101000
		Total for Vendor:	59.00						
131341	C	3936 JEMCO, LLC	3,227.62						
1	02/19/26	PUMP REPAIR	3,227.62			6025 450000	826		101000
		PSI003500							
		Total for Vendor:	3,227.62						
131274	C	3526 JOHN NEEB	25.26						
1	03/20/26	FD Mika Ear Wipes	25.26			2060 415200	915		101000
		2026 Ear Wipes							
		Total for Vendor:	25.26						
131438	C	274 JOHNSON, MOTTINGER & GREENWOOD,	5,500.00						
		April 2026							
1	04/01/26	Court Appointed Attorney	5,500.00			1000 412000	310		101000
		Total for Vendor:	5,500.00						
131395		3648 JULIE'S RADIO RANCH	300.00						
1	03/20/26	#8200 REPLACE DISPLAY	300.00			1000 415000	427		101000
		127578							
		Total for Vendor:	300.00						
131181	C	3173 KIESLER POLICE SUPPLY, INC.	2,336.96						
1	03/13/26	red dot training sights	2,336.96			1000 421000	987		101000
		IN277579							
131209	C	3173 KIESLER POLICE SUPPLY, INC.	1,109.00						
1	03/20/26	training force on force ammo	1,109.00			1000 421000	987		101000
		IN278239							

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131360	C	3173 KIESLER POLICE SUPPLY, INC.	606.50						
1	03/31/26	invest. holsters	254.84			1000 421000	987		101000
		IN279001							
2	03/19/26	training pistols	351.66			1000 421000	987		101000
		IN278053							
		Total for Vendor:	4,052.46						
131200	-93974E	4482 KOTAPAY	2,519.87						
	03/20/2026	Payroll							
1	03/20/26	Child Support 03/20/26	2,519.87			1000 212549			101000
131477	-93954E	4482 KOTAPAY	2,519.87						
	04/03/2026	Payroll							
1	04/03/26	Child Support 04/03/26	2,519.87			1000 212549			101000
		Total for Vendor:	5,039.74						
131449	C	5197 LAKEVIEW BOOKS	300.84						
1	03/24/26	BOOKS	300.84			7000 411600	662		101000
		ARP2502454							
		Total for Vendor:	300.84						
131447		5729 LANDEN MOUSSEAU	59.00						
		WATER TESTING - BISMARCK, ND							
1	04/01/26	TRAVEL REIMBURSEMENT	59.00			6025 450000	340		101000
		Total for Vendor:	59.00						
131275	C	259 LANEY'S, INC.	3,160.00						
1	03/13/26	FD St 75 Repipe Meter Outlet	3,160.00			2060 415200	494		101000
		625608468							
		Total for Vendor:	3,160.00						
131211	C	260 LARS BODY SHOP	5,762.82						
1	03/23/26	#1215	9,105.90			1000 421000	322		101000
		6782							
2	03/23/26	credit memo - adjustment	-3,343.08			1000 421000	322		101000
		CM6782							
		Total for Vendor:	5,762.82						

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131338	C	705 LAWSON PRODUCTS	1,202.00						
1	03/24/26	HARDWARE STOCK	1,202.00			1000 455000	433		101000
9313326598									
		Total for Vendor:	1,202.00						
131185	C	4767 LENOVO (UNITED STATES) INC.	441.00						
1	03/17/26	ICAC monitors	441.00			1000 421000	497		101000
N300352299									
131187	C	4767 LENOVO (UNITED STATES) INC.	5,931.30						
1	N300324285	03/13/26 Laptop warranty - HR	280.63			1000 414103	497		101000
N300324285									
2	N300370538	03/21/26 2 Docks - Planning	277.98			1000 418000	497		101000
N300370538									
3	N300370538	03/21/26 2 Monitors - PD	247.68			1000 335900			101000
N300370538									
4	N300371583	03/22/26 1 Laptop+support - Plannin	2,303.05			1000 418000	497		101000
N300371583									
5	N300373883	03/23/26 1 Laptop+support - Plannin	1,349.06			1000 418000	497		101000
N300373883									
6	N300373883	03/23/26 1 Laptop+support - PD	1,349.06			1000 335900			101000
N300373883									
7	N300401821	03/27/26 1 Monitor - PD (RTCC)	123.84			1000 335900			101000
N300401821									
		Total for Vendor:	6,372.30						
131176	-94023C	3853 LEVI NESVOLD	585.72						
CPSE	Conference in Orlando FL								
1	03/14/26	Per Diem 03/09-03/14	450.00			2060 415200	340		101000
2026	Training								
2	03/09/26	Uber from Airport	90.93			2060 415200	340		101000
2026	CPSE Uber								
3	03/14/26	Uber to Airport	44.79			2060 415200	340		101000
2026	CPSE Uber								
		Total for Vendor:	585.72						

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131289	C	1741 LIBERTY BUSINESS SYSTEMS, INC	947.78						
1	41586151	03/26/26 Mar 2026 CH 1st Floor	156.05			1000 415000	428		101000
	41586151								
2	41586152	03/26/26 Mar 2026 CH 1st Floor	42.79			1000 415000	428		101000
	41586152								
3	41586152	03/26/26 Mar 2026 City Hall	165.90			1000 415000	428		101000
	41586152								
4	41586152	03/26/26 Mar 2026 Public Works	254.31			6020 450000	428		101000
	41586152								
5	41586152	03/26/26 Mar 2026 Police	328.73			1000 421000	428		101000
	41586152								
		Total for Vendor:	947.78						
131250	C	3109 LIBRARY IDEAS, LLC	1,156.66						
1	03/12/26	BOOKS	1,205.02			7000 411600	662		101000
	125848								
2	01/29/26	BOOK CREDIT	-48.36			7000 411600	662		101000
	123461								
		Total for Vendor:	1,156.66						
131281	C	4872 LOWE'S (FD)	67.43						
1	03/17/26	FD Hex Bit Socket Set	67.43			2060 415200	432		101000
	991027								
		Total for Vendor:	67.43						
131280		711 LUTHER FAMILY FORD	89.77						
1	03/23/26	FD Batt 70 Repair	179.54			2060 415200	420		101000
	430541								
2	03/24/26	FD Batt 70 Credit	-89.77			2060 415200	420		101000
	CM430541								
131292		711 LUTHER FAMILY FORD	81.07						
1	03/16/26	#1205 SENSOR	81.07			1000 421000	427		101000
	430095								

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131329		711 LUTHER FAMILY FORD	410.64						
1	03/25/26	#1205 TUBE ASSY	238.82			1000 421000	427		101000
430789									
2	03/25/26	#1205 SENSOR	171.82			1000 421000	427		101000
430757									
131366		711 LUTHER FAMILY FORD	171.82						
1	03/30/26	#1204 SENSOR	171.82			1000 421000	427		101000
430949									
		Total for Vendor:	753.30						
131297	C	3304 MAC'S HARDWARE	175.99						
1	03/13/26	SHOP TOWELS	38.97			6025 450000	433		101000
13429									
2	03/16/26	HITCH PIN	10.98			1000 430000	432		101000
13462									
3	03/18/26	HITCH PINS	31.56			6025 450000	610		101000
13543									
4	03/26/26	HARDWARE	88.50			1000 430000	487		101000
13786									
5	03/13/26	HARDWARE	5.98			1000 421000	427		101000
13443									
131373	C	3304 MAC'S HARDWARE	41.33						
1	03/30/26	HARWARE/CABLE	41.33			1000 430000	427		101000
13888									
		Total for Vendor:	217.32						
131276	C	3536 MACQUEEN	8,264.56						
		03-13-26/03-12-26							
1	03/25/26	FD T-75 Outrigger	6,799.92			2060 415200	427		101000
P00718									
2	03/16/26	FD Air Comp. Svc.	1,009.50			2060 415200	428		101000
P64115									
3	03/25/26	FD Eq Replacement Tiger Blade	455.14			2060 415200	420		101000
P64544									

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131459	C	3536 MACQUEEN	6,103.43						
		Foam Eductor. Purchased from Emergency Responders Grant	ONEOK						
1	02/18/26	FD Foam Eductor for Trucks	4,891.00			2060 415200	641		101000
P62792									
2	03/27/26	FD Hood Replacements	1,212.43			2060 415200	641		101000
P64735									
		Total for Vendor:	14,367.99						
131307	C	68 MANNING MECHANICAL	164,163.99						
1	03/24/26	PROJ 9061	164,163.99			4188 480000	670		101000
		Total for Vendor:	164,163.99						
131482	C	5416 MARCO TECHNOLOGIES LLC NW 7128	93.82						
1	04/01/26	april 2026 pd plotter	93.82			1000 421000	428		101000
INV15076861									
		Total for Vendor:	93.82						
131173	-94024C	5349 MARCO TECHNOLOGIES, LLC	123.61						
1	03/13/26	FD Usage chg 08/25-02/26	123.61			2060 415200	428		101000
41489273									
		Total for Vendor:	123.61						
131383		3384 MATHESON TRI-GAS INC	55.64						
1	03/21/26	CYLINDER RENTAL	55.64			6020 450000	433		101000
003025068									
		Total for Vendor:	55.64						
131232	118296S	3630 MATRIX TRUST COMPANY	5,362.00						
1	03/20/26	Deferred Comp Pre-Tax Mar 26	3,790.00			1000 212547			101000
2	03/20/26	Deferred Comp Post-Tax Mar 26	1,572.00			1000 212548			101000
		Total for Vendor:	5,362.00						
123652	-94166C	5523 MATT DAHLSON	154.00						
		TRAINING IN WILLISTON ND							
1	02/11/25	PER DIEM	154.00			2060 415200	340		101000
training 2025									
		Total for Vendor:	154.00						

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Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131223		308 MATTHEW BENDER & CO., INC	79.93						
1	48885142	03/17/26 ND Court Rules	79.93			1000 412000	410		101000
	48885142								
		Total for Vendor:	79.93						
131196		5455 MEAT JESUS LLC DBA BREADSMITH	75.00						
1	02/18/26	coffee with a cop bakery	37.50			1000 421000	375	12	101000
20533									
2	03/18/26	coffee with a cop bakery	37.50			1000 421000	375	12	101000
20552									
		Total for Vendor:	75.00						
131503		C 299 MENARDS (FIRE)	316.57						
1	03/23/26	FD Misc Hardware	31.94			2060 415200	500		101000
77248									
2	03/23/26	FD Cr Return-wrong hardware	-19.96			2060 415200	500		101000
77256									
3	03/23/26	FD Misc Hardware	11.96			2060 415200	500		101000
77258									
4	03/27/26	FD Hose connection in park gar	89.06			2060 415200	494		101000
77556									
5	03/27/26	FD Training Lumber	51.66			2060 415200	340		101000
77556									
6	03/27/26	FD Shop supplies	111.55			2060 415200	500		101000
77556									
7	03/31/26	FD Srv Trk fob battery	3.39			2060 415200	500		101000
77806									
8	03/31/26	FD Train Grnds. paint	36.97			2060 415200	500		101000
77806									
		Total for Vendor:	316.57						
131194		C 5206 MENARDS (POLICE)	76.81						
	PO - 200309								
1	03/19/26	30360698 Electrical Flock	76.81			1000 421000	641		101000
77030									
		Total for Vendor:	76.81						

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131322	C	4622 MENARDS (PUBLIC WORKS)	41.97						
1	03/30/26	DOLLY	41.97			1000 455000	500		101000
77719									
131325	C	4622 MENARDS (PUBLIC WORKS)	1,272.47						
1	03/18/26	DRILL BITS/ALUM FLAT	34.98			1000 455000	420		101000
76974									
2	03/26/26	AIR MOVER	199.99			1000 455000	420		101000
77464									
3	03/25/26	AIR MOVER	199.99			1000 455000	420		101000
77426									
4	03/26/26	NUT DRIVER SET	9.99			6025 450000	432		101000
77483									
5	03/26/26	UTILITY CART	69.99			6025 450000	420		101000
77482									
6	03/25/26	PAINT/WEDGE/TAPE	41.94			6025 450000	432		101000
77428									
7	03/23/26	CLEANING BRUSHES/YARDSTICK	19.23			6025 450000	825		101000
77286									
8	03/25/26	PRY BAR SET/GRASS SEED	70.47			6025 450000	437		101000
77424									
9	03/23/26	RTG SHTG	24.99			6025 450000	433		101000
77249									
10	03/23/26	MUD PAN/PAINT	148.46			6025 450000	825		101000
77280									
11	03/24/26	PAINT RETURN	-52.98			6025 450000	825		101000
77362									
12	03/25/26	CLEANING SUPPLIES/TOOLBOX	118.60			6010 450200	433		101000
77416									
13	03/23/26	CONTRACT FLAP TI	19.98			6010 450200	433		101000
77273									
14	03/24/26	LUMBER	50.64			1000 430000	444		101000
77360									
15	03/11/26	TOTES	20.97			6020 450000	420		101000
76526									
16	03/09/26	BATTERIES	44.97			1000 455000	420		101000
76384									

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17 76585	03/12/26 CR BLU		15.96			6025 450000	433		101000
18 76516	03/11/26 BUSHINGS		10.17			6020 450000	433		101000
19 76915	03/17/26 PAINT/EPOXY		40.15			6020 450000	433		101000
20 76669	03/13/26 CARTRIDGE		21.75			6010 450200	420		101000
21 76630	03/12/26 SQUEEGEE/UTILITY KNIFE		33.97			1000 455000	500		101000
22 76984	03/18/26 EPOXY/CAULK GUN		71.06			6025 450000	639		101000
23 76603	03/12/26 HARDWARE		5.03			1000 414104	497		101000
24 76217	03/06/26 WALL PLATE/III KIT		52.17			1000 414104	497		101000
		Total for Vendor:	1,314.44						
131470		5378 MESSERLI KRAMER PA Court Case #09-2025-CV-01651	3,114.74						
1	03/30/26 Wage Garnishment - S Tiffany File #24-172556		3,114.74			1000 212545			101000
		Total for Vendor:	3,114.74						
131242		E 2766 MIDCONTINENT COMMUNICATIONS	307.12						
1	15308 03/23/26 191305202 - 3050 Sheyenne 19130520215308		307.12			2310 452120	497		101000
131468		E 2766 MIDCONTINENT COMMUNICATIONS	195.95						
1	03/27/26 FD MARCH 2026 SVCS 37257170115314		195.95			2060 415200	527		101000
		Total for Vendor:	503.07						
131210		C 102 MIDSTATES WIRELESS	62.50						
1	03/23/26 #1218 printer replacement 207001237-1		62.50			1000 421000	427		101000

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131372	C	102 MIDSTATES WIRELESS	2,504.23						
1	03/18/26	equip for #1230 ATV	237.00			1000 421000	610		101000
207001225-1									
2	03/24/26	#1218 replacement printer	509.10			1000 421000	427		101000
207001237-3									
3	03/30/26	radio mic repair	438.56			1000 421000	427		101000
205021778-1									
4	03/18/26	radio mic repair	1,319.57			1000 421000	610		101000
207001200-1									
		Total for Vendor:	2,566.73						
131316	C	927 MIDWEST MACHINE TOOL SUPPLY	130.00						
1	03/18/26	FREIGHT	130.00			6025 450000	827		101000
5320747									
		Total for Vendor:	130.00						
131254	C	1854 MIDWEST TAPE	125.10						
1	03/17/26	DVD	27.72			7000 411600	664		101000
508590054									
2	03/17/26	DVD	20.22			7000 411600	664		101000
508590055									
3	03/17/26	DVD	77.16			7000 411600	664		101000
508590056									
131454	C	1854 MIDWEST TAPE	112.45						
1	03/24/26	DVDS	83.94			7000 411600	664		101000
508623615									
2	03/24/26	DVDS	28.51			7000 411600	664		101000
508623616									
		Total for Vendor:	237.55						
131178	-94021C	305 MOORE ENGINEERING INC	54.00						
		Inv #SIN007423 was short-paid on CL 130452, need to pay the difference							
		ALS							
1	SIN007423	01/31/26 Imp Dist 3006	54.00			4003 480000	418		101000
SIN007423									

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131496	C	305 MOORE ENGINEERING INC	1,570.00						
1	SIN008514	04/01/26 Lot Staking	1,570.00			1000 418000	520		101000
		SIN008514							
		Total for Vendor:	1,624.00						
131396		1014 MOTION INDUSTRIES, INC	539.02						
2	03/27/26	#3208 BORE SEAL	539.02			1000 430000	427		101000
		ND31-00558347							
		Total for Vendor:	539.02						
131244	-93964E	4663 MUTUAL OF OMAHA	4,215.77						
1	03/20/26	Mar 2026 Contributions	4,215.77			1000 212515			101000
		Total for Vendor:	4,215.77						
131491		4654 MVP MEDIA NETWORK	649.00						
1	04/01/26	summit pass for a. stewart	649.00			1000 421000	340		101000
		29730317							
		Total for Vendor:	649.00						
131318	C	298 MVTL LABORATORIES	238.25						
1	03/12/26	WATER TESTING	238.25			6025 450000	335		101000
		1348514							
		Total for Vendor:	238.25						
131371		695 NASRO	225.00						
1	03/31/26	reg for T. Crouse	225.00			1000 421000	340		101000
		260331 West							
		Total for Vendor:	225.00						
131245	-93965E	3546 NATIONWIDE INVESTMENT ADVISORS	11,506.00						
1	03/20/26	Mar 26 Post-Tax Contributions	3,182.00			1000 212551			101000
2	03/20/26	Mar 26 Pre-Tax Contributions	8,324.00			1000 212550			101000
		Total for Vendor:	11,506.00						

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131237	-93961C	3541 ND FRATERNAL ORDER OF POLICE	2,739.00						
1	03/20/26	FOP Legal for Mar 2026	2,739.00			1000 212527			101000
		Total for Vendor:	2,739.00						
131199	-93975E	363 ND PERS	12,003.16						
	03/20/26	Payroll							
1	03/20/26	457b Def Comp - Contributions	12,003.16			1000 212532			101000
131203	-93971E	363 ND PERS	400.00						
	Mar 2026								
1	03/20/26	Freadrich service credit purch	400.00			1000 212532			101000
131204	-93970E	363 ND PERS	347,688.55						
1	03/31/26	Mar Payroll - Contributions	347,688.58			1000 212532			101000
2	03/31/26	Rounding	-0.03			1000 414100	230		101000
		Total for Vendor:	360,091.71						
131190		1771 ND SECRETARY OF STATE	36.00						
1	03/19/26	notary renewal - hanson	36.00			1000 421000	667		101000
		Total for Vendor:	36.00						
131183		334 ND STATE RADIO COMM.	143.00						
1	03/10/26	LETS terminal	143.00			1000 421000	415		101000
	001535								
		Total for Vendor:	143.00						
131207		2201 NDIRF	840.09						
1	03/18/26	Reimb overage pmt - Kubota	840.09			1000 430000	322		101000
	Claim #26062034								
		Total for Vendor:	840.09						
131252	C	756 NELCO FIRST AID	65.68						
1	03/16/26	MEDICAL SUPPLIES	65.68			7000 411600	672		101000
	260270								

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131312	C	756 NELCO FIRST AID	428.30						
1	03/10/26	TS - FIRST AID SUPPLIES	61.66			6010 450200	639		101000
260237									
2	03/16/26	PW - FIRST AID SUPPLIES	39.24			6020 450000	639		101000
260267									
3	03/16/26	PW SHOP - FIRST AID SUPPLIES	96.48			6020 450000	639		101000
260259									
4	03/16/26	SA - FIRST AID SUPPLIES	159.36			6010 450200	639		101000
26026									
5	03/16/26	CH - FIRST AID SUPPLIES	71.56			1000 455000	639		101000
260257									
		Total for Vendor:	493.98						
131365	C	2261 NETWORK CENTER INCORPORATED	215.00						
1	INV247963	03/30/26 Fix WiFi issue	215.00			1000 414104	497		101000
		INV247963							
131495	C	2261 NETWORK CENTER INCORPORATED	2,075.00						
1	INV248326	03/31/26 IT Cloud Connect Agreement	2,075.00			1000 414104	497		101000
		INV248326							
131499	C	2261 NETWORK CENTER INCORPORATED	25,756.75						
		The Lights							
1	INV242925	01/01/26 Meraki WiFi Enterprise Lice	25,756.75			2960 411900	416		101000
		INV242925							
		Total for Vendor:	28,046.75						
131234	118297S	3543 NEW YORK LIFE INSURANCE &	6,484.00						
1	03/20/26	Deferred Comp EE Mar 2026	6,484.00			1000 212531			101000
		Total for Vendor:	6,484.00						
131429		3185 NEXT LEVEL TINTING	1,500.00						
1	02/19/26	SWEEPER TINTING	1,500.00			1000 430000	485		101000
1583									
		Total for Vendor:	1,500.00						

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131445		3111 NORTHERN SALT INCORPORATED	29,043.36						
1	02/25/26	BULK DE-ICING SALT	29,043.36			1000 430000	377		101000
34984									
		Total for Vendor:	29,043.36						
131287	C	1403 NORTHERN TOOL & EQUIPMENT	42.99						
1	03/23/26	H-DOLLIE	42.99			6025 450000	432		101000
1EF46715									
131384	C	1403 NORTHERN TOOL & EQUIPMENT	123.97						
1	03/20/26	#5501 TUBE/RACHET	123.97			1000 430001	870		101000
0BE30405									
2	03/19/26	RATCHET	14.99			1000 430001	432		101000
B1FEA106									
3	03/19/26	RATCHET REUTRN	-14.99			1000 430001	432		101000
C69F8480									
		Total for Vendor:	166.96						
131382	C	1028 NORTHERN TRUCK EQUIPMENT CORP.	54,160.00						
1	03/16/26	#2101B V BOX SPREADER	54,160.00			6020 450000	870		101000
FG23460									
		Total for Vendor:	54,160.00						
131330	C	1715 NORTHWEST TIRE INC	268.54						
1	03/24/26	#7000 TIRE ROTATE	37.24			6025 450000	427		101000
24055386									
2	03/26/26	#3004 TIRES	231.30			1000 430000	427		101000
26062853									
		Total for Vendor:	268.54						
131370	C	5440 NORTHWEST TIRE INC. (PD)	900.47						
1	03/31/26	#1199 tires	900.47			1000 421000	422		101000
26062940									

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131489	C	5440 NORTHWEST TIRE INC. (PD)	41.66						
1	04/01/26	#1195 tire repair	41.66			1000 421000	427		101000
26062962									
		Total for Vendor:	942.13						
131387		4761 NTOA - NATIONAL TACTICAL	724.00						
	PO - 200316								
1	03/31/26	public order reg - Carlson	724.00			1000 421000	340		101000
12710									
131412		4761 NTOA - NATIONAL TACTICAL	499.00						
1	03/26/26	reg for J. Anderson	499.00			1000 421000	340		101000
12692									
131483		4761 NTOA - NATIONAL TACTICAL	724.00						
	PO-200317								
1	04/02/26	public order training, orn	724.00			1000 421000	340		101000
12725									
		Total for Vendor:	1,947.00						
131492	C	5603 NUWAVE COMMUNICATIONS INC	2,089.52						
1	154840 04/01/26	MS Teams phone plan - Apr 26	2,089.52			1000 415000	497		101000
154840									
		Total for Vendor:	2,089.52						
131233	118298S	3542 NYLI FUNDS	966.00						
1	03/20/26	NYLI (Mainstay) Mar 2026	966.00			1000 212529			101000
		Total for Vendor:	966.00						
131284		1774 O'REILLY AUTOMOTIVE STORES, INC	108.31						
1	03/26/26	FD misc oil filter for service	108.31			2060 415200	427		101000
1932-158755									
		Total for Vendor:	108.31						

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131331		4744 O'REILLY AUTOMOTIVE STORES, INC	332.01						
1	03/23/26	#225 ANTIFREEZE	35.98			6020 450000	427		101000
1932157667									
2	03/26/26	#164 ALTERNATOR	296.03			1000 421000	427		101000
1932158680									
131398		4744 O'REILLY AUTOMOTIVE STORES, INC	431.33						
1	03/27/26	#8100 BATTERY	233.99			1000 415000	427		101000
1932159317									
2	03/31/26	#4014 FUSE HOLDER	6.99			6010 450200	427		101000
1932160565									
3	03/27/26	#8100 ROTORS/PADS	164.99			1000 415000	427		101000
1932159250									
4	03/25/26	#3103 FILTER	25.36			1000 430000	427		101000
1932158383									
Total for Vendor:			763.34						
131504	C	353 OHNSTAD TWICHELL	61,760.85						
March invoices									
1	03/21/26	Imp Dist 2265	5,399.00			4793 480000	312		101000
214151									
2	03/21/26	Imp Dist 3006	86.00			4003 480000	312		101000
214152									
3	03/21/26	Ambulance Service Ordinance	172.00			1000 415000	312		101000
214153									
4	03/21/26	Imp Dist 2294	903.00			4223 480000	312		101000
214154									
5	03/21/26	Open Records Requests	2,236.00			1000 415000	312		101000
214167									
6	03/21/26	General	4,425.50			1000 415000	312		101000
214169									
7	03/21/26	Project 2293	616.00			4187 480000	312		101000
214155									
8	03/21/26	Sidewalk Dist 6062	344.00			4183 480000	312		101000
214156									
9	03/21/26	Project 6063	86.00			4213 480000	312		101000
214158									

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Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
10 214161	03/21/26 FMD-Mapleton Subdivision		86.00			1000 418000	312		101000
11 214157	03/21/26 AT&T Tower Lease Agmt		2,439.00			1000 415000	312		101000
12 214162	03/21/26 Imp Dist 2296		473.00			4191 480000	312		101000
13 214159	03/21/26 Imp Dist 3008		2,339.00			4224 480000	312		101000
14 214160	03/21/26 Imp Dist 3009		583.00			4225 480000	312		101000
15 214165	03/21/26 Imp Dist 1356		86.00			4197 480000	312		101000
16 214163	03/21/26 Imp Dist 2297		473.00			4192 480000	312		101000
17 214164	03/21/26 Code Amendments		891.44			1000 418000	312		101000
20 214170	03/21/26 Personnel Issues		2,021.00			1000 414103	312		101000
21 214172	03/21/26 ARD Properties 1st Addition		4,110.00			1000 418000	312		101000
22 214166	03/21/26 Conditional Use Permits		236.00			1000 418000	312		101000
23 214168	03/21/26 Liquor License Applications		86.00			1000 415000	312		101000
24 214173	03/21/26 Project 2300		258.00			4253 480000	312		101000
25 214171	03/21/26 ROW Policy & Ordinance Revise		809.88			1000 415000	312		101000
26 214174	03/21/26 Imp Dist 3010		344.00			4435 480000	312		101000
27 214198	02/28/26 Municipal Prosecutions		31,656.03			1000 412000	312		101000
28 214175	03/21/26 Project 6064		172.00			4256 480000	312		101000
29 214176	03/21/26 Project 2299		172.00			4255 480000	312		101000
30 214995	03/21/26 Project 2304		172.00			4254 480000	312		101000

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31 214996	03/21/26 Project 9021		86.00			2970 480000	312		101000
		Total for Vendor:	61,760.85						
131413		276 OSTROMS ACE HARDWARE	146.19						
	PO - 200308, PO - 200312								
1 230394	03/17/26 squad keys		139.60			1000 421000	420		101000
2 230402	03/20/26 squeegee		6.59			1000 421000	641		101000
		Total for Vendor:	146.19						
131427		5119 OSTROMS ACE HARDWARE (PW)	244.82						
1 230380	03/12/26 BATTERIES		16.99			1000 455000	420		101000
2 230400	03/19/26 HARDWARE		68.22			1000 430002	487		101000
3 230405	03/23/26 HARDWARE		13.16			6020 450000	433		101000
4 230398	03/19/26 PRIMER/COUPLING		13.78			6020 450000	433		101000
5 230369	03/10/26 GAS CAN		26.99			2210 428000	432		101000
6 230350	03/05/26 MISC TOOLS		90.89			1000 430000	432		101000
7 230363	03/09/26 BATTERIES		25.99			1000 455000	420		101000
8 230364	03/09/26 BATTERIES - RETURN		-25.99			1000 455000	420		101000
9 230379	03/12/26 HARDWARE		14.79			1000 455000	420		101000
		Total for Vendor:	244.82						
131345		3277 OUT FRONT POWER EQUIPMENT	1,211.65						
1 10385	03/26/26 #5110 SUSPENSION SEAT KIT		1,211.65			1000 455000	427		101000
		Total for Vendor:	1,211.65						

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131451	C	2126 OVERDRIVE, INC	2,056.03						
1	03/20/26	EBOOKS	656.68			7000 411600	650		101000
		02139CO26090345							
2	03/20/26	AUDIOBOOKS	1,399.35			7000 411600	650		101000
		02139CO26090345							
		Total for Vendor:	2,056.03						
131277	C	1648 PARKLAND USA CORPORATION DBA	1,150.99						
1	03/09/26	T-75 hydro blew Hose/DTE	1,150.99			2060 415200	424		101000
		119074-26							
131388	C	1648 PARKLAND USA CORPORATION DBA	480.38						
1	03/24/26	RIDGELINE DEF	297.52			1000 430000	424		101000
		IN-140086-26							
2	03/17/26	RIDGELINE DEF	182.86			6010 450200	424		101000
		IN-130520-26							
		Total for Vendor:	1,631.37						
131241	C	4830 PDQ.COM	7,497.00						
		02/09/26-02/09/27							
1	PDQ-74965	02/09/26 SmartDeploy Pro	7,497.00			1000 414104	497		101000
		PDQ-74965							
		Total for Vendor:	7,497.00						
131230	118299S	3548 PERSHING	500.00						
1	03/20/26	Alerus - Mar 2026	500.00			1000 212525			101000
		Total for Vendor:	500.00						
131278	C	563 PETRO SERVE USA	99.83						
1	03/20/26	FD TR Grnds Generator	32.03			2060 415200	424		101000
		31264							
2	03/25/26	FD Zodiac Boat	40.60			2060 415200	424		101000
		31292							
3	03/26/26	FD Brush 75	27.20			2060 415200	424		101000
		31298							

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131304	C	563 PETRO SERVE USA	33.32						
1	03/25/26	PROPANE	33.32			1000 430000	424		101000
7976									
131311	C	563 PETRO SERVE USA	4.82						
1	03/20/26	FUEL	4.82			2210 428000	424		101000
6571									
131392	C	563 PETRO SERVE USA	416.50						
1	03/23/26	CENEX OIL	416.50			1000 430000	424		101000
100075									
131403	C	563 PETRO SERVE USA	2,610.12						
1	03/30/26	DRAIN 21 POLYTAC #2	2,505.60			6020 450000	448		101000
19218									
2	04/01/26	OIL	104.52			1000 421000	427		101000
19235									
131417	C	563 PETRO SERVE USA	264.60						
1	03/24/26	OIL	264.60			1000 430000	424		101000
10085									
		Total for Vendor:	3,429.19						
131362	C	5431 PLOWOPS INC	2,040.00						
1	04/01/26	PLOWOPS SUBSCRIPTION (APRIL)	2,040.00			1000 430000	497		101000
04980									
		Total for Vendor:	2,040.00						
131435		3620 PNC EQUIPMENT FINANCE	189,294.08						
		Payment 7 of 8 for lease on E-75 & R-75							
1	03/30/26	Lease payment 7 of 8	189,294.08			2060 415200	657		101000
2491302									
		Total for Vendor:	189,294.08						

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131408		4064 POMP'S TIRE SERVICE (ROYAL TIRE)	619.40						
1	03/25/26	#4201 TIRES	573.40			6010 450200	427		101000
		2450015697							
2	03/24/26	#4101 FLAT REPAIR	46.00			6010 450200	427		101000
		2450015668							
		Total for Vendor:	619.40						
131423	C	916 PRAIRIE SUPPLY INC	219.75						
1	02/11/26	#3104 SHOVELS	219.75			1000 430000	610		101000
		0688289-IN							
		Total for Vendor:	219.75						
131359		4333 PRI MANAGEMENT GROUP	159.00						
1	03/27/26	webinar	159.00			1000 421000	340		101000
		371.24							
		Total for Vendor:	159.00						
131239	C	3261 PROJECT LIFESAVER INTERNATIONAL	18.40						
1	03/25/26	shipping	18.40			1000 421000	661		101000
		S260026976							
		Total for Vendor:	18.40						
131374		2982 RDO EQUIPMENT CO	96.26						
1	03/27/26	#3407 FILTER ELEMENTS	96.26			1000 430000	427		101000
		P5701254							
		Total for Vendor:	96.26						
131303		3893 RDO TRUCK CENTERS	231.23						
1	02/04/26	#7043 MIRROR	595.82			4387 480000	427		101000
		845415F							
2	03/20/26	#7043 SWITCH	304.59			4387 480000	427		101000
		847700F							
3	02/20/26	ACCT CREDIT	-36.68			4387 480000	427		101000
		CM844920F							
4	03/11/26	#7043 CORE RETURN	-632.50			4387 480000	427		101000
		422108							
		Total for Vendor:	231.23						

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131236	-93962C	1464 RED RIVER VALLEY FOP LODGE #1	869.00						
1	03/20/26	FOP Dues Mar 2026	869.00			1000 212526			101000
		Total for Vendor:	869.00						
131079	C	1016 RED WING BUSINESS ADVANTAGE	225.24						
1	02/18/26	T FREADRICH - BOOTS	225.24			6010 450200	422		101000
		737ST1-3738877							
		Total for Vendor:	225.24						
131443		5260 REED OLSON	59.00						
		WATER TESTING - BISMARCK, ND							
1	04/01/26	TRAVEL REIMBURSEMENT	59.00			6020 450000	340		101000
		Total for Vendor:	59.00						
131263		999999 RESCUERD.LLC	6,000.00						
		Speaker on Nurtition							
1	03/25/26	FD Training-Speaker	6,000.00			2060 415200	340		101000
		001254							
		Total for Vendor:	6,000.00						
131323	E	3353 SAM'S CLUB MC/SYNCB	53.76						
1	03/26/26	KITCHEN SUPPLIES	53.76			6020 450000	500		101000
		Total for Vendor:	53.76						
131192	C	437 SANDY'S DONUTS & COFFEE SHOP	24.99						
1	03/19/26	senior safety academy bakery	24.99			1000 421000	375	12	101000
		1008278							
131414	C	437 SANDY'S DONUTS & COFFEE SHOP	24.99						
1	03/26/26	senior academy bakery	24.99			1000 421000	375		101000
		1008870							
		Total for Vendor:	49.98						

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Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131301	C	454 SANITATION PRODUCTS	913.37						
1	03/26/26	#3208 HYD FILTER KIT	347.22			1000 430000	427		101000
96368									
2	03/24/26	#3208 SEAL	70.16			1000 430000	427		101000
96342									
3	03/18/26	#3208 FILTER	148.77			1000 430000	427		101000
96259									
4	03/23/26	#3208 HYD FILTER KIT	347.22			1000 430000	427		101000
96312									
131378	C	454 SANITATION PRODUCTS	53.26						
1	03/11/26	#7000 QUICK CLAMP	123.42			6025 450000	427		101000
96173									
2	03/26/26	SEAL RETURN	-70.16			6025 450000	427		101000
CN-01570									
		Total for Vendor:	966.63						
131195		450 SCHEELS	189.99						
PO - 200307									
1	03/14/26	shoes for swiggum	189.99			1000 421000	422		101000
42275									
		Total for Vendor:	189.99						
131381		5713 SCOTT'S ELECTRIC	99,496.91						
1	PROJ 9061		99,496.91			4188 480000	670		101000
		Total for Vendor:	99,496.91						
131191		4816 SHEEPDOG GUARDIAN CONSULTING	180.00						
April 2026 - April 2027									
1	03/19/26	membership for K9 officers	180.00			1000 421000	667		101000
2382									
		Total for Vendor:	180.00						

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131440	-93956E	5570 SHEYENNE 32 EAST LLC	699.67						
	3150	Sheyenne St - Unit A							
	1	Apr 2026 04/01/26 CAM/Operating Exp - Apr	484.00			2960 411900	416		101000
	3150	Sheyenne St - Unit A							
	2	Apr 2026 04/01/26 Parking Fee - Apr	79.17			2960 411900	416		101000
	3150	Sheyenne St - Unit A							
	3	Apr 2026 04/01/26 Plaza Fee - Apr	136.50			2960 411900	416		101000
	3150	Sheyenne St - Unit A							
		Total for Vendor:	699.67						
131425	C	2885 SHORTPRINTER	37.45						
	1	03/12/26 M KNODEL BUSINESS CARDS	37.45			6020 450000	410		101000
		171384							
131490	C	2885 SHORTPRINTER	106.95						
	1	03/23/26 bc for nobles	47.45			1000 421000	410		101000
		171721							
	2	03/30/26 notary stamp for schweyen	59.50			1000 421000	667		101000
		171819							
		Total for Vendor:	144.40						
131411	C	5199 SIGN BADGERS	412.00						
	1	03/27/26 chief plaques	412.00			1000 421000	375		101000
		36481							
		Total for Vendor:	412.00						
131305	C	91 SIGN SOLUTIONS USA	90.15						
	1	03/11/26 SIGNS	48.67			1000 430000	487		101000
		422108							
	2	03/20/26 SIGNS	41.48			1000 430000	487		101000
		422216							
131342	C	91 SIGN SOLUTIONS USA	9,593.55						
	1	03/26/26 SIGNS	9,593.55			4199 480000	670		101000
		422284							

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131346	C	91 SIGN SOLUTIONS USA	3,366.83						
1	03/20/26	SIGNS	3,366.83			4199 480000	670		101000
422215									
		Total for Vendor:	13,050.53						
131253	C	3953 SMART APPLE MEDIA	474.04						
1	03/20/26	JR NF BOOKS	474.04			7000 411600	662		101000
ARG2002118									
		Total for Vendor:	474.04						
131215	C	3528 SNACKS PLUS VENDING	624.00						
1	03/18/26	Coffee for City Hall	624.00			1000 415000	420		101000
59401111464									
131314	C	3528 SNACKS PLUS VENDING	250.00						
1	03/11/26	COFFEE	250.00			6020 450000	500		101000
5940:1105320									
		Total for Vendor:	874.00						
131294		4048 SNS AUTO SUPPLY	197.00						
1	03/24/26	DEGREASER/PRESOAK	197.00			6010 450200	433		101000
52042									
		Total for Vendor:	197.00						
131188	C	4917 SOFTCHOICE CORPORATION	72.40						
1	91784969	01/29/26 MS Teams licenses	72.40			1000 414104	497		101000
91784969									
		Total for Vendor:	72.40						
131471		5600 SOUTHDATA INC	12,098.76						
1	994805904	03/27/26 UB Statements/Postage - Mar	12,098.76			6020 450000	360		101000
994805904									
		Total for Vendor:	12,098.76						

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131310	C	176 SUMMIT FIRE PROTECTION	1,313.00						
1	03/19/26	FIRE EXTINGUISHERS	1,313.00			1000 430000	322		101000
3948215									
131418	C	176 SUMMIT FIRE PROTECTION	469.00						
4/1/26-3/31/27									
1	04/02/26	PW BUILDING D ALARM MONITORING	469.00			1000 455000	428		101000
3982317									
		Total for Vendor:	1,782.00						
131321	C	733 SWANSTON EQUIPMENT CORP	33.22						
1	03/17/26	#4504 SCREW/PIVOT	33.22			6010 450200	427		101000
P21951									
131332	C	733 SWANSTON EQUIPMENT CORP	465.90						
1	03/26/26	#7041 FILTER/COUPLER	465.90			6025 450000	427		101000
P22187									
131334	C	733 SWANSTON EQUIPMENT CORP	899.13						
1	03/27/26	FILTER	37.27			1000 430000	427		101000
P22222									
2	03/27/26	#7301 FILTER/ELEMENT	265.91			6025 450000	427		101000
P22230									
3	03/24/26	#7301 FILTERS/ELEMENT	595.95			6025 450000	427		101000
P22131									
131344	C	733 SWANSTON EQUIPMENT CORP	22,500.00						
1	03/18/26	CRACKFILL	22,500.00			1000 430000	394		101000
P21998									
131350	C	733 SWANSTON EQUIPMENT CORP	320.12						
1	03/25/26	#7301 OIL	171.50			6025 450000	424		101000
P22160									
2	03/27/26	FILTERS	148.62			1000 430000	427		101000
P22221									

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131353 1 E11547	C 03/27/26	733 SWANSTON EQUIPMENT CORP #5449 2025 RAYMO MOWER	40,785.00 40,785.00			1000 430001	870		101000
131455 1 P22396	C 04/01/26	733 SWANSTON EQUIPMENT CORP #350F SHOE	119.04 119.04			1000 430001	427		101000
		Total for Vendor:	65,122.41						
131291 1 INV0050908	C 03/23/26	2491 TEAM LABORATORY CHEMICAL, LLC HAND TOWELS	297.00 297.00			6025 450000	433		101000
131343 1 INV0050843	C 03/19/26	2491 TEAM LABORATORY CHEMICAL, LLC FINE ROAD PATCH	5,400.00 5,400.00			1000 430000	722		101000
		Total for Vendor:	5,697.00						
131279 1 244942		3411 THE UPS STORE #6740 FD Streamlight repairs	18.46 18.46			2060 415200	661		101000
		Total for Vendor:	18.46						
131302 1 PS1126459-1	C 03/26/26	3352 TITAN MACHINERY - FARGO #4403 FILTER ELEMENT	154.52 154.52			6010 450200	427		101000
131375 1 PS1128839-1	C 03/31/26	3352 TITAN MACHINERY - FARGO #5800 ORING COVER/SEAL MAIN LI	106.26 106.26			1000 430002	427		101000
		Total for Vendor:	260.78						
131428 1 164082	C 03/26/26	1285 TRAFFIC CONTROL CORPORATION BLACK BUTTON HOUSING	530.00 530.00			1000 430002	487		101000
		Total for Vendor:	530.00						

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131485		2604 TRANSUNION RISK AND ALTERNATIVE	172.45						
1	04/01/26	April 2026 paper check	172.45			1000 421000	365		101000
		52111-202603-1							
		Total for Vendor:	172.45						
131221	C	5718 TRAUMA MATTERS, PLLC	1,500.00						
1	03/24/26	feb 2026 wellness visits	1,500.00			1000 421000	387		101000
		62							
131285	C	5718 TRAUMA MATTERS, PLLC	1,006.01						
1	03/24/26	FD Feb Wellness Visits	1,006.01			2060 415200	996		101000
		63							
		Total for Vendor:	2,506.01						
131399		1495 TRAVIS JOHNSON	165.00						
1	03/31/26	meal reimb training	165.00			1000 421000	340		101000
		Total for Vendor:	165.00						
131326	C	665 TWIN CITY GARAGE DOOR	417.70						
1	03/19/26	GARAGE DOOR REPAIR	417.70			6010 450200	420		101000
		449756383							
131354	C	665 TWIN CITY GARAGE DOOR	2,352.00						
1	03/06/26	PW - GARAGE DOOR REPAIR	2,352.00			6020 450000	420		101000
		449082923							
		Total for Vendor:	2,769.70						
131357		1320 TYLER WILLIAMS	174.00						
1	03/26/26	BRINC meal reimb	174.00			1000 421000	340		101000
		Total for Vendor:	174.00						
131313		2136 ULINE INC	439.13						
1	03/05/26	NITRILE GLOVES - CLEANERS	439.13			1000 455000	500		101000
		205021599							
		Total for Vendor:	439.13						

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131376	C	4067 UNITED TACTICAL SYSTEMS LLC	1,300.00						
1	03/31/26	2 reg's - armorer instructors	1,300.00			1000 421000	340		101000
		0105989-IN							
		Total for Vendor:	1,300.00						
131238	-93960C	1562 UNITED WAY OF CASS-CLAY	47.00						
1	03/20/26	Mar 2026 Contributions	47.00			1000 212536			101000
		Total for Vendor:	47.00						
131247	-93966E	4665 UNUM	13,262.94						
1	03/20/26	Mar 26 Employee Contributions	7,370.69			1000 212514			101000
2	03/20/26	Mar 26 Employer Contributions	5,892.25			1000 212514			101000
		Total for Vendor:	13,262.94						
131385	C	5649 VALOR CONTRACTING LLC	341,924.95						
1	PROJ 9061		341,924.95			4188 480000	670		101000
		Total for Vendor:	341,924.95						
131184	C	3668 VERIZON WIRELESS	13,398.13						
1	02/08/26	Feb 2026 - city admin	158.10			1000 414000	356		101000
		6137935166							
2	02/08/26	Feb 2026 - finance	39.51			1000 414100	356		101000
		6137935166							
3	02/08/26	Feb 2026-ch assessing hot spot	40.01			1000 414101	356		101000
		6137935166							
4	02/08/26	Feb 2026 - econ development	79.05			1000 414102	356		101000
		6137935166							
5	02/08/26	Feb 2026 - HR	197.61			1000 414103	356		101000
		6137935166							
6	02/08/26	Feb 2026 - IT	237.12			1000 414104	356		101000
		6137935166							
7	02/08/26	Feb 2026 - engineering	635.25			1000 414200	356		101000
		6137935166							
8	02/08/26	Feb 2026 - commission	197.55			1000 415000	356		101000
		6137935166							
9	02/08/26	Feb 2026 - wellness room	40.01			1000 415000	497		101000
		6137935166							

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10	02/08/26 Feb 2026 - communication		79.08			1000 416200	356		101000
6137935166									
11	02/08/26 Feb 2026 - planning		237.15			1000 418000	356		101000
6137935166									
12	02/08/26 Feb 2026 - pd cell (.1)		4,209.07			1000 421000	356		101000
6137935166									
13	02/08/26 Feb 2026 - pd bait (.10)		39.54			1000 421000	356		101000
6137935166									
14	02/08/26 Feb 2026 - pd passport (.11)		865.10			1000 421000	356		101000
6137935166									
15	02/08/26 Feb 2026- pd 4sight (.12)		79.02			1000 421000	356		101000
6137935166									
16	02/08/26 Feb 2026 - pd mdc (.2)		120.03			1000 421000	356		101000
6137935166									
17	02/08/26 Feb 2026-pd cradle point (.3)		770.71			1000 421000	356		101000
6137935166									
18	02/08/26 Feb 2026 - pd pole cams (.7)		40.01			1000 421000	356		101000
6137935166									
19	02/08/26 Feb 2026-pd invest trailer(.8)		80.02			1000 421000	356		101000
6137935166									
20	02/08/26 Feb 26-new CP router(21)pd(.13)		120.08			1000 421000	356		101000
6137935166									
21	02/08/26 Feb 2026-pw street/electrical		358.62			1000 430000	356		101000
6137935166									
22	02/08/26 Feb 2026 - pw row		39.54			1000 430001	356		101000
6137935166									
23	02/08/26 Feb 2026 - pw		674.82			1000 450000	356		101000
6137935166									
24	02/08/26 Feb 2026 - pw B & G		277.69			1000 455000	356		101000
6137935166									
25	02/08/26 Feb 2026 - fire		1,295.32			2060 415200	356		101000
6137935166									
26	02/08/26 Feb 2026 - fire drone		40.01			2060 415200	356		101000
6137935166									
27	02/08/26 Feb 2026 - pw forestry		158.07			2210 428000	356		101000
6137935166									
28	02/08/26 Feb 2026 - pw sanitation		765.13			6010 450200	356		101000
6137935166									

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Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
29	02/08/26	Feb 2026 - pw water	697.57			6020 450000	356		101000
6137935166									
30	02/08/26	Feb 2026 - pw sewer	598.71			6025 450000	356		101000
6137935166									
31	02/08/26	Feb 2026 - library	188.59			7000 411600	356		101000
6137935166									
32	02/02/26	Feb 2026 - river sensors	40.04			6020 450000	345		101000
6137417701									
Total for Vendor:			13,398.13						
131479	E	3569 VISA FIRE DEPT 1	69.05						
1	CC-1978	03/17/26 Station Training for Officers	69.05			2060 202200			101000
SPARTAN STORES LLC									
Total for Vendor:			69.05			CC Accounting: 2060-	-415200-340		
131480	E	3568 VISA FIRE DEPT 2	2,126.53						
1	CC-1979	03/27/26 St 76 Vacuum Repair/bags	98.84			2060 202200			101000
St 76 Vac. Repair									
BLOWS SEW N VAC									
2	CC-1979	03/25/26 Service & maintenace/boat	106.63			2060 202200			101000
2026 Boat Maint									
TRACKER FARGO									
3	CC-1979	03/18/26 Wilton Shop Device	140.80			2060 202200			101000
Rolling Tool Cart									
HOME DEPOT									
4	CC-1979	03/18/26 Birch Butcher Block	204.00			2060 202200			101000
Rolling tool Cart									
HOME DEPOT									
5	CC-1979	03/19/26 E-76 Belt Problem	27.98			2060 202200			101000
Belt Conditioner									
FLEETPRIDE									
6	CC-1979	03/11/26 Air compressor install	139.98			2060 202200			101000
mini hose									
NORTHERN TOOL & EQUIPMENT									
7	CC-1979	03/18/26 St 76 Coffee	37.21			2060 202200			101000
WALMART BUSINESS									
8	CC-1979	03/18/26 Rolling Cart Casters	89.99			2060 202200			101000
casters									
NORTHERN TOOL & EQUIPMENT									

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9	CC-1979	03/12/26 2 cases printer paper	89.98			2060 202200			101000
		OFFICE DEPOT OFFICEMAX		CC Accounting:	2060-	-415200-410			
10	CC-1979	03/09/26 AED Battery	507.00			2060 202200			101000
		AED MARKET		CC Accounting:	2060-	-415200-500			
11	CC-1979	03/05/26 2024 Code Books	368.50			2060 202200			101000
		2024 Code bks		CC Accounting:	2060-	-415200-340			
		INTERNATIONAL CODE COUNCIL, INC							
12	CC-1979	03/06/26 Leadership Training	227.70			2060 202200			101000
		CRACKED PEPPER		CC Accounting:	2060-	-415200-340			
13	CC-1979	03/02/26 St 75 Air Comp. Install	53.95			2060 202200			101000
		WEST SIDE STEEL		CC Accounting:	2060-	-415200-641			
14	CC-1979	04/01/26 Shop toos-knee pads	33.97			2060 202200			101000
		knee pads		CC Accounting:	2060-	-415200-432			
		HARBOR FREIGHT TOOLS							
Total for Vendor:			2,126.53						
131481	E	4351 VISA FIRE DEPT 3	5,019.45						
1	CC-1980	03/19/26 CRR Stickers	371.25			2060 202200			101000
		ALERT-ALL CORP		CC Accounting:	2060-	-415200-378			
2	CC-1980	03/14/26 D Underhill Lodging CPSE	1,906.90			2060 202200			101000
		CPSE 2026		CC Accounting:	2060-	-415200-340			
		CARIBE ROYALE-FLORIDA							
3	CC-1980	03/14/26 L Nesvolc Lodging CPSE	1,906.90			2060 202200			101000
		CPSE 2026		CC Accounting:	2060-	-415200-340			
		CARIBE ROYALE-FLORIDA							
4	CC-1980	03/13/26 D Sapp Appleton/Pierce TRain	834.40			2060 202200			101000
		2026 Training		CC Accounting:	2060-	-415200-340			
		DELTA AIR							
Total for Vendor:			5,019.45						
131197	-93976E	4300 VISA POLICE #5	324.50						
1	CC-1956	02/02/26 K9 reg - M. Oldham	50.00			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting:	1000-	-421000-915			
2	CC-1956	02/02/26 K9 reg - Koropatnicki	50.00			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting:	1000-	-421000-915			
3	CC-1956	02/02/26 K9 reg - Koropatnicki	50.00			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting:	1000-	-421000-915			

* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
4	CC-1956	02/02/26 K9 certifications	90.00			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting:	1000-	-421000-915			
5	CC-1956	02/06/26 MN crime lab - fuel	22.00			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting:	1000-	-421000-424			
6	CC-1956	02/06/26 MN crime lab - fuel	35.50			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting:	1000-	-421000-424			
7	CC-1956	02/25/26 facebook - boost hire	18.00			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting:	1000-	-421000-399			
8	CC-1956	02/25/26 facebook - boost hire	9.00			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting:	1000-	-421000-399			
		Total for Vendor:	324.50						
131306		1346 VISTO'S TRAILER SALES	15.20						
1	03/18/26	GREASE CAP	15.20			6025 450000	427		101000
		165594							
		Total for Vendor:	15.20						
131248	-93967E	4662 VOYA	564.00						
1	03/20/26	Mar 2026 Contributions	564.00			1000 212511			101000
		Total for Vendor:	564.00						
131462		4693 WADESON PROPERTIES LLC	912.40						
1	03/30/26	TIF Adjustment Refund	129.58			3389 318000			101000
		02-1778-00020-050 & 060							
2	03/30/26	TIF Adjustment Refund	782.82			3392 318000			101000
		02-1778-00020-050 & 060							
		Total for Vendor:	912.40						
131335	C	544 WALLWORK TRUCK CENTER	9,249.89						
1	03/20/26	#7001 CLAMP/GASKET	85.62			6025 450000	427		101000
		01P697250							
2	03/18/26	#4101 SENSOR	152.41			6010 450200	427		101000
		01P696587							
3	03/30/26	#2006 GASKET/MODULE	9,811.03			6020 450000	427		101000
		01P696567							
4	03/24/26	#225 LAMP	7.19			6020 450000	427		101000
		01P698429							

* ... 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
5	03/16/26	BRACKET - RETURN	-806.36			4387 480000	427		101000
	01P695679								
131456	C	544 WALLWORK TRUCK CENTER	227.75			4387 480000	427		101000
1	02/25/26	#7045 BRACKET	227.75			4387 480000	427		101000
	01P688768								
131466	C	544 WALLWORK TRUCK CENTER	38.51			2060 415200	500		101000
1	04/02/26	FD Eq. Svcs. Hardware	38.51			2060 415200	500		101000
	01P701554								
		Total for Vendor:	9,516.15						
131282	C	576 WALMART BUSINESS	35.76			2060 415200	500		101000
1	03/16/26	FD Seatbelt Installation/Scale	35.76			2060 415200	500		101000
	e3d7b321								
		Total for Vendor:	35.76						
131390		648 WEST FARGO AUTO BODY/GLASS	100.00			6025 450000	427		101000
1	03/26/26	#8400 BODY LABOR	100.00			6025 450000	427		101000
	10773								
131419		648 WEST FARGO AUTO BODY/GLASS	198.02			6010 450200	427		101000
1	03/23/26	#4102 COIL/SOLENOID	198.02			6010 450200	427		101000
	16449								
		Total for Vendor:	298.02						
131498	C	4773 WEST FARGO EVENTS	43,780.42			2310 452120	810		101000
1	1687 04/01/26	Essentia Health Plaza Fee	20,830.28			2310 452120	810		101000
	1687								
2	1687 04/01/26	POW/MIA Plaza Fee	6,943.42			2310 452120	810		101000
	1687								
3	1687 04/01/26	Parking Ramp Management Fee	11,840.05			2320 452110	810		101000
	1687								
4	1687 04/01/26	City Events Management Fee	4,166.67			2960 411900	810		101000
	1687								
		Total for Vendor:	43,780.42						

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131249	C	566 WEST FARGO PARK DISTRICT	682,798.39						
		1st Qtr 2026 Park Special Assessments							
1	1st Qtr 26	2017-1 Brooks Harbor Elementar	23,117.78			8605 451000	630		101000
		1st Qtr 26							
2	1st Qtr 26	2014-2 Goldenwood Area Park	35,077.21			8610 451000	630		101000
		1st Qtr 26							
3	1st Qtr 26	8615 Shadowwood Park Spec 2010	0.00			8615 451000	630		101000
		1st Qtr 26							
4	1st Qtr 26	2011 Park Spec - Maple Ridge	11,118.81			8620 451000	630		101000
		1st Qtr 26							
5	1st Qtr 26	8625 Park Imp Dist 2011-1	69,636.04			8625 451000	630		101000
		1st Qtr 26							
6	1st Qtr 26	06-2017-2 Park Imp - The Wilds	106,028.53			8630 451000	630		101000
		1st Qtr 26							
7	1st Qtr 26	2014 Park Spec - River's Bend	83,111.06			8635 451000	630		101000
		1st Qtr 26							
8	1st Qtr 26	Rendezvous Park	214,048.52			8640 451000	630		101000
		1st Qtr 26							
9	1st Qtr 26	Maplewood Park	140,660.44			8645 451000	630		101000
		1st Qtr 26							
131251	C	566 WEST FARGO PARK DISTRICT	81,581.61						
1	03/26/26	March 2026 State Aid	81,581.61			2050 451000	992		101000
		Total for Vendor:	764,380.00						
131283	C	2184 WEST SIDE STEEL	339.10						
1	03/18/26	FD Cart for Crews	339.10			2060 415200	641		101000
		14653							
131296	C	2184 WEST SIDE STEEL	281.62						
1	03/18/26	DUMPSTER REPAIR	281.62			6010 450200	914		101000
		14647							

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131386	C	2184 WEST SIDE STEEL	536.03						
1	03/26/26	DUMPSTER REPAIR	536.03			6010 450200	914		101000
14718									
		Total for Vendor:	1,156.75						
131180		4129 WESTERN NATIONAL MUTUAL INS CO	150.00						
1	03/16/26	notary bond fee - williams	50.00			1000 421000	667		101000
82219									
2	03/17/26	notary bond fee - hanson	50.00			1000 421000	667		101000
82225									
3	03/17/26	notary bond fee - schweyen	50.00			1000 421000	667		101000
82235									
		Total for Vendor:	150.00						
131179	-94020E	3549 WEX FSA	6,181.20						
1	03/20/26	Med FSA - 03/20/26 payroll	793.71			1000 212530			101000
2	03/20/26	Dep FSA - 03/20/26 payroll	5,074.99			1000 212523			101000
3	03/20/26	Dep FSA - 03/20/26 payroll	312.50			8000 453000	110		101000
		Parks							
131340	-93959E	3549 WEX FSA	5,868.70						
1	04/03/26	Med FSA - 04/03/26 payroll	793.71			1000 212530			101000
2	04/03/26	Dep FSA - 04/03/26 payroll	4,762.49			1000 212523			101000
3	04/03/26	Dep FSA - 04/03/26 payroll	312.50			8000 453000	110		101000
		Parks							
131441	-93955E	3549 WEX FSA	351.05						
		Additional							
1	04/03/26	Med FSA - 04/03/26 payroll	116.67			1000 212530			101000
2	04/03/26	Dep FSA - 04/03/26 payroll	234.38			1000 212523			101000
		Total for Vendor:	12,400.95						
131205	-93969E	4676 WEX HSA	45,572.32						
		03.20.26 Payroll							
1	03/20/26	HSA Contributions - ER & EE	41,206.07			1000 212530			101000
2	03/20/26	HSA Contributions - ER & EE	4,366.25			8000 453000	110		101000
		Parks							

04/03/26
16:04:23

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 03/16/26 to 04/03/26

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* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131505	-93951E	4676 WEX HSA	44,980.24						
04.03.26		Payroll							
1	04/03/26	HSA Contributions - ER & EE	40,737.32			1000 212530			101000
2	04/03/26	HSA Contributions - ER & EE	4,242.92			8000 453000	110		101000
		Parks							
		Total for Vendor:	90,552.56						
131235	118300S	3827 WF Firefighters Association	1,320.00						
1	03/20/26	Fire Union Dues Mar 2026	1,320.00			1000 212552			101000
		Total for Vendor:	1,320.00						
131266	C	549 WF PUB SCHOOLS DIST #6	100.00						
1	9592 03/23/26	Public Meeting for Dist 2288	100.00			4437 480000	670		101000
		9592							
131453	C	549 WF PUB SCHOOLS DIST #6	10,643.55						
1	03/26/26	APRIL RENT	10,643.55			7000 411600	389		101000
		260309							
		Total for Vendor:	10,743.55						
131255	C	5435 WILLY GALINDO	460.43						
		ND League of Cities Spring Workshop - 03/17/26-03/19/26 - Dickinson							
1	03/23/26	Travel reimb 03/17-03/19	460.43			1000 414100	340		101000
		Total for Vendor:	460.43						
131315	C	5528 WORLD INSURANCE ASSOCIATES LLC	752.00						
1	03/13/26	SW - INSURANCE	88.00			6025 450000	870		101000
466117									
2	03/13/26	RW - INSURANCE	88.00			1000 430001	870		101000
466117									
3	03/13/26	IT - INSURANCE	576.00			1000 414104	610		101000
466117									

04/03/26
16:04:23

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 03/16/26 to 04/03/26

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* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131380	C	5528 WORLD INSURANCE ASSOCIATES LLC	322.00						
1	03/25/26	PW BUILDING D	322.00			6020 450000	321		101000
470619									
		Total for Vendor:	1,074.00						
131288	E	338 XCEL ENERGY	135.12						
1	970737494	03/25/26 New City Hall (WEX Bldg)	135.12			1001 415000	527		101000
970737494									
131339	E	338 XCEL ENERGY	4,325.07						
1	03/25/26	SHEYENNE PLAZA	20.24			2310 452120	527		101000
970715187									
2	03/25/26	PIONEER PLACE	49.58			2310 452120	527		101000
970726952									
3	03/27/26	1680 13TH AVE E	119.77			1000 430002	527		101000
971075331									
4	03/27/26	1410 13TH AVE E	46.20			1000 430002	527		101000
971088179									
5	03/27/26	1690 13TH AVE S	55.38			1000 430002	527		101000
971076512									
6	03/26/26	901 10TH AVE E	52.15			1000 430002	527		101000
970938297									
7	03/26/26	309 2ND AVE W	22.03			1000 430002	527		101000
970915713									
8	03/26/26	315 5TH AVE W	275.46			1000 430002	527		101000
970911077									
9	03/20/26	TRANSFER STATION	151.43			6010 450200	527		101000
970080462									
10	03/27/26	STREET LIGHT FEED PONTS	1,381.96			1000 430000	527		101000
971081944									
11	03/27/26	PW VEH STORAGE + SA17	1,331.06			6020 450000	527		101000
971081944									
12	03/26/26	SM33	94.11			6020 450000	527		101000
970882878									
13	03/26/26	60L	65.18			6020 450000	527		101000
970910800									

* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
14	03/26/26	1100 12TH AVE NW	355.54			6020 450000	527		101000
		970920563							
15	03/26/26	1100 12TH AVE NW	253.09			6020 450000	527		101000
		970934100							
16	03/20/26	SM75	51.89			6020 450000	527		101000
		970171014							
131400	E	338 XCEL ENERGY	29.50						
1	02/24/26	feb 2026 603/605 shey st	29.50			1000 421000	527		101000
		970953249							
		Total for Vendor:	4,489.69						
131430	C	1484 YHR PARTNERS	10,818.29						
1	03/26/26	PROJ 9061	10,818.29			4188 480000	418		101000
		13386							
		Total for Vendor:	10,818.29						
131206		2597 YOUTHWORKS	37,132.00						
		Jan 1, 2026 to Dec 31, 2026							
1	03/20/26	certified shelter	37,132.00			1000 421000	505		101000
		1022							
		Total for Vendor:	37,132.00						
131327	C	582 ZEP SALES AND SERVICE	526.52						
1	03/19/26	CLEANING SUPPLIES	526.52			6020 450000	500		101000
		9012547979							
		Total for Vendor:	526.52						
		# of Claims	327	Total:	3986,486.34	# of Vendors	84		
		Total Electronic Claims	3417,213.61						
		Total Non-Electronic Claims	569272.73						

** 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: Acceptance of Resignation – Municipal Judge Trent Barkus

Presented By: Nick R. Lee, Senior Director of Administrative Services

Requested Action/Staff Recommendation: Accept the resignation of Municipal Judge Trent Barkus, effective end of day April 30, 2026.

New Information:

Resignation of Municipal Judge Trent Barkus.

Background & Project Summary:

The City has received the resignation of Municipal Judge Trent Barkus, effective at the end of the day on April 30, 2026. The City's alternate municipal judge will provide coverage to ensure continuity of court operations.

Attached Supporting Documents:

- Resignation email from Municipal Judge Trent Barkus.

Financial Impact:

None

Policy Alignment:

Follows the City's standard process for acceptance of resignations for appointed positions.

Previously Presented Information & Commission Actions:

None



West Fargo Municipal Court
800 4th Avenue East – Suite 2
West Fargo, North Dakota 58078

March 31, 2026

Dustin Scott
West Fargo City Administrator
2515 6th St E
West Fargo, ND 58078

RE: Municipal Judgeship

Mr. Scott,

I am writing to officially inform the city of my resignation from my position as Municipal Judge effective the end of the day on April 30, 2026. I appreciate the trust that the people of West Fargo have placed in me over the last four years and have enjoyed working with hundreds of professionals at the city. Please pass along my gratitude for their service to the community.

Thank you for your understanding and support. Please let me know how I can assist in the transition.

Best Regards,

A handwritten signature in blue ink that reads "Trent Barkus".

Hon. Trent Barkus
West Fargo Municipal Judge

Item Title: Improvement District No. 1356 – Brookwood Meter Pit Replacement

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 March 2, 2026, the Commission Meeting, the City Commission reviewed bids and awarded a contract to Dirt Dynamics, LLC. 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.

Supporting Documents:

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

Previously Presented Information & Commission Actions:

March 2, 2026 –

- **Staff Recommendation:** Accept bid and Award Contract to Dirt Dynamics, LLC for their bid amount of \$186,611.00
- **Commission Action:** Commissioner Anderson moved and Commissioner Zundel seconded to approve. No opposition, motion carried.

January 19, 2026 –

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

December 1, 2025 –

- **Staff Recommendation:** Approve Engineer's Report and Direct Engineer to prepare Plans and Specifications
- **Commission Action:** Commissioner Olson moved and Commissioner Anderson seconded to approve. Commissioner Jorgensen was absent and not voting. No opposition, motion carried.

November 3, 2025 –

- **Staff Recommendation:** Create Improvement District No. 1356 and Direct Engineer to prepare an Engineer's Report
- **Commission Action:** Commissioner Olson moved and Commissioner Anderson seconded to approve. No opposition, motion carried.

West Fargo City Commission

Bernie Dardis, Commission President

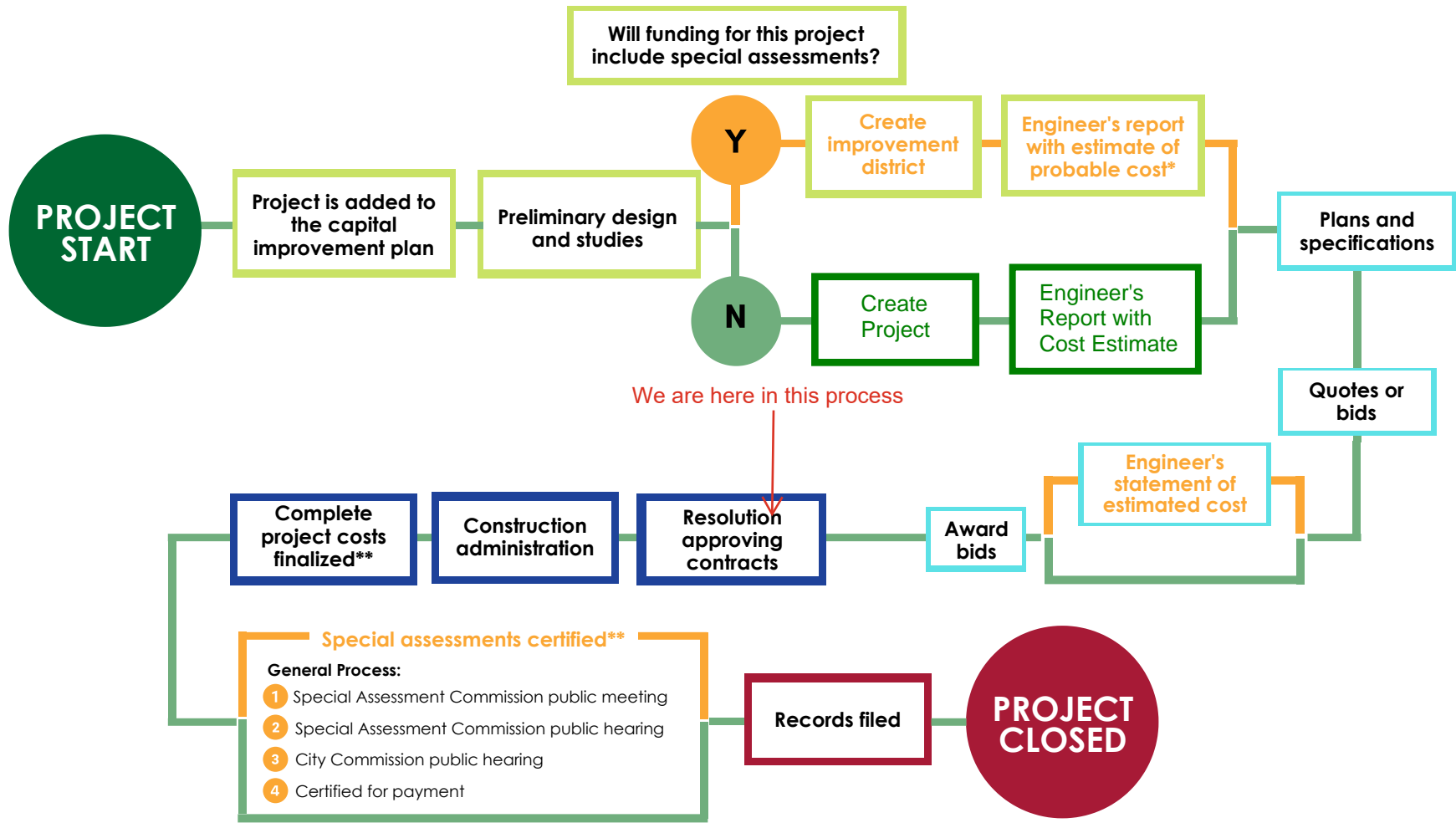
Brad Olson, Commission Vice President

Roben Anderson, Rory Jorgensen, Amy Zundel, Commissioners

Dustin Scott, City Administrator

Process for Contracts and Improvements

Improvement Process Overview



*The City of West Fargo creates an engineer's report and estimate of probable cost for most projects, but is legally required to do so for projects using special assessment funding.

**The special assessment certification process allocates the cost of the project after the complete cost of the project is final. The Special Assessment Commission does not discuss project costs.

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING CONTRACT AND CONTRACTOR'S BOND IN
IMPROVEMENT DISTRICT NO. 1356 -
BROOKWOOD METER PIT REPLACEMENT

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 Dirt Dynamics, LLC is in full conformity with the law, including Section 40-22-36 of the North Dakota Century Code; that the contractor's bond of Dirt Dynamics, LLC heretofore received and filed with the City Auditor is in full conformity with the law including Section 48-01.2-10, of the North Dakota Century Code; and that the contract and contractor's bond are hereby approved.

Dated: April 6, 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 Project No.: 1356
Engineer: Moore Engineering, Inc. Engineer's Project No.: 30873
Contractor: Dirt Dynamics, LLC Contractor's Project No.: _____
Project: Replacement of Water Supply and Incidentals
Contract Name: Improvement District No. 1356
Effective Date of Contract: April 6, 2026

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **April 6, 2026** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The date by which Substantial Completion must be achieved as stated in the Agreement, and the date by which readiness for final payment must be achieved per Agreement.

Before starting any Work at the Site, Contractor must comply with the following:

1. Submit a City of West Fargo Stormwater Management Permit.
2. Provide a copy of the "Asbestos Notification of Demolition and Renovation" [SFN17987.pdf](#) application submittal and the NDDEQ approval response letter to the Owner and Engineer. The Notice must be submitted 10 working days before beginning the activity.

Owner: City of West Fargo
By (signature): _____
Name (printed): Bernie L. Dardis
Title: President of the Board of City Commissioners
Date Issued: April 6, 2026

Copy: Engineer

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

Requested Action/Staff Recommendation: Approval of the Resolution of Governing Body

Presented By: Dan Hanson, Senior Director of Community and Development

New Information:

To save financing costs on the project, it is proposed to apply for and obtain a loan from the ND Dept. of Environmental Quality (NDDEQ) under the Clean Water Act and/or the Safe Drinking Water Act. These loans are available at a substantial savings in interest rate as opposed to traditional bonding of the project. Enclosed in this packet is a resolution allowing the City to move forward with applying for and securing this loan.

Background & Project Summary:

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

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

Financial Analysis:

This project was recently bid and is being considered for award at the April 6, 2026 Commission Meeting. If the project moves forward, obtaining a low interest loan through the NDDEQ will save costs on interest to both the benefitting properties being assessed as well as the City.

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:

- Resolution of Governing Body of Applicant (for the purpose of securing loan through the NDDEQ)
-

Previously Presented Information & Commission Actions:

March 2, 2026 –

- **Staff Recommendation:** Approve Plans and Specifications and Direct Advertisement for Bids

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

November 17, 2025 –

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

October 6, 2025 –

- **Staff Recommendation:** Authorize Resolution of Necessity and Approve Task Order No. 97-1
- **Commission Action:** Commissioner Olson moved and Commissioner Anderson seconded to approve. No opposition, motion carried.

September 22, 2025 –

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

June 2, 2025 –

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

West Fargo City Commission

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

RESOLUTION OF GOVERNING BODY OF APPLICANT

RESOLUTION NO. _____

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

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

1. That Daniel Hanson be and is hereby authorized to execute and file an application on behalf of the City of West Fargo with the North Dakota Department of Environmental Quality for a loan to aid in the construction of: Improvement District No. 3009 – 1st Avenue East Reconstruction (Sheyenne Street to 4th Street East).

2. That Daniel Hanson (Senior Director of Community & Economic Development), Jerry Wallace (City Engineer), and Kayla Volness (Project Administrator), be and are hereby authorized and directed to furnish such information as the North Dakota Department of Environmental Quality may reasonably request in connection with the application, which is herein authorized to be filed, to sign all necessary documents, and, on behalf of loan recipient, to accept loan offer and receive payment of loan funds in an estimated amount of \$4,535,000.

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

CERTIFICATE OF RECORDING OFFICER

The undersigned duly qualified and acting City Administrator of the City of West Fargo does hereby certify that the attached resolution is a true and correct copy of the resolution, authorizing the filing of application with the North Dakota Department of Environmental Quality, as regularly adopted at a legally convened meeting of the

City Commission duly held on the 6th day of April 2026; and further that such resolution has been fully recorded in the journal of proceedings and records in my office.

In WITNESS WHEREOF, I have hereunto set my hand this 6th day of April 2026.

Signature of Recording Officer
Title of Recording Officer

Item Title: Improvement District No. 6062 – 2026 Sidewalk Improvements

Requested Action/Staff Recommendation: Adopt Resolution Approving Contract and Contractors Bond and Authorize Notice to Proceed.

Presented By: Dan Hanson, Senior Director of Community & Development

New Information: At the March 2, 2026, City Commission meeting, the City Commission reviewed bids and awarded a contract to Ti-Zack Concrete, LLC. 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.

Supporting Documents:

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

Previously Presented Information & Commission Actions:

March 2, 2026 –

- **Staff Recommendation:** Accept Bid and Award Contract
- **Commission Action:** Commissioner Olson moved and Commissioner Zundel seconded to approve. No opposition, motion carried.

January 19, 2026 –

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

December 15, 2025 –

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

April 21, 2025 –

- **Staff Recommendation:** Create Improvement District No. 6062, Direct and Approve Engineer's Report and Authorize Notice of Order to Construct.
- **Commission Action:** Commissioner Olson moved and Commissioner Zundel seconded to approve. No opposition, motion carried.

West Fargo City Commission

Bernie Dardis, Commission President

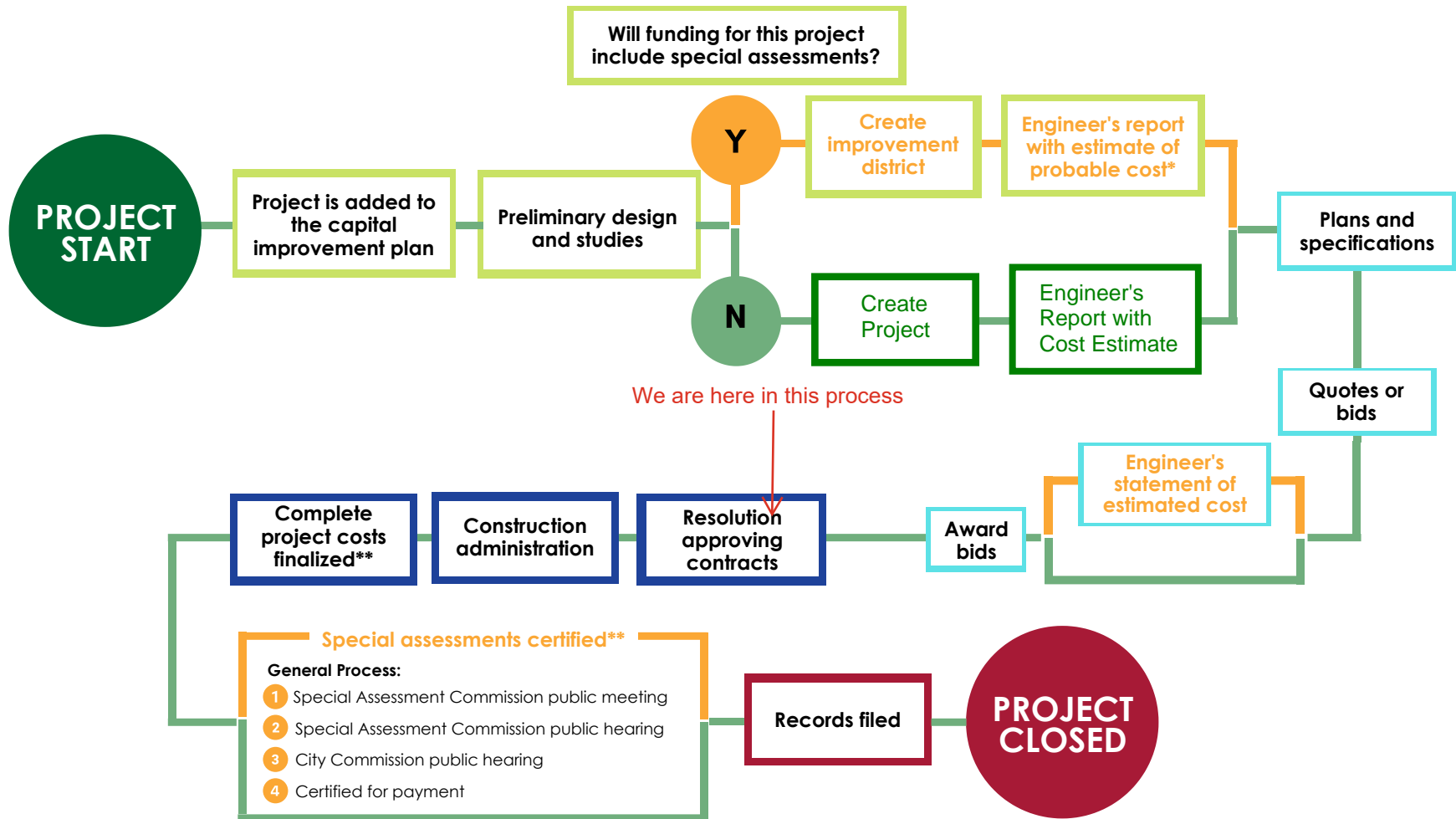
Brad Olson, Commission Vice President

Roben Anderson, Rory Jorgensen, Amy Zundel, Commissioners

Dustin Scott, City Administrator

Process for Contracts and Improvements

Improvement Process Overview



*The City of West Fargo creates an engineer's report and estimate of probable cost for most projects, but is legally required to do so for projects using special assessment funding.

**The special assessment certification process allocates the cost of the project after the complete cost of the project is final. The Special Assessment Commission does not discuss project costs.

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING CONTRACT AND CONTRACTOR'S BOND IN
IMPROVEMENT DISTRICT NO. 6062 -
2026 SIDEWALK IMPROVEMENTS

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 Ti-Zack Concrete, LLC is in full conformity with the law, including Section 40-22-36 of the North Dakota Century Code; that the contractor's bond of Ti-Zack Concrete, LLC heretofore received and filed with the City Auditor is in full conformity with the law including Section 48-01.2-10, of the North Dakota Century Code; and that the contract and contractor's bond are hereby approved.

Dated: April 6, 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.:	6062
Contractor:	Ti- Zack Concrete, LLC	Contractor's Project No.:	
Engineer:	City of West Fargo	Engineer's Project No.:	6062
Project:	2026 Sidewalk Improvements	Contract Name:	Improvement District No. 6062 – 2026 Sidewalk Improvements
		Effective Date of Contract:	April 6, 2026

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on April 6, 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 July 3, 2026, and the date of readiness for final payment is July 31, 2026.

Before starting any Work at the Site, Contractor must comply with the following:

- *Submit any required Storm Water Permits or Plans*
- *Adhere to current Road Restrictions*

Owner:	City of West Fargo

	Authorized Signature
By:	Bernie L. Dardis

Title:	President of the Board of City Commissioners

Date Issued:	April 6, 2026

Copy: Engineer

Item Title: Project No. 6064 – Transit Shelters

Requested Action/Staff Recommendation: Approve Plans and Specifications and Authorize Request for Quotes

Presented By: Dan Hanson, Senior Director of Community & Development

New Information: On March 16, 2026, the Commission approved the Engineer's Report and directed the Engineer to prepare Plans and Specifications. If approved, the project will proceed to the bidding phase for construction in 2026.

Background & Project Summary: MATBUS has ten (10) available shelters to give to the City of West Fargo. Ridership counts led to five (5) initial locations determined for shelter placement

Financial Analysis: This project will be completed utilizing the Engineering Department, Planning Department, and Public Works staff. The 2024 CIP had project costs of \$40,000, to be paid with 100% Capital Improvement Sales Tax funds.

Policy Analysis: MATBUS provides contract transit service to the City of West Fargo. Portions of two fixed bus routes operate within West Fargo's corporate limits, with Route 20 serving the northern part of the city and Route 24 servicing the southern part.

Supporting Documents:

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

Previously Presented Information & Commission Actions:

March 16, 2026 –

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

March 2, 2026 –

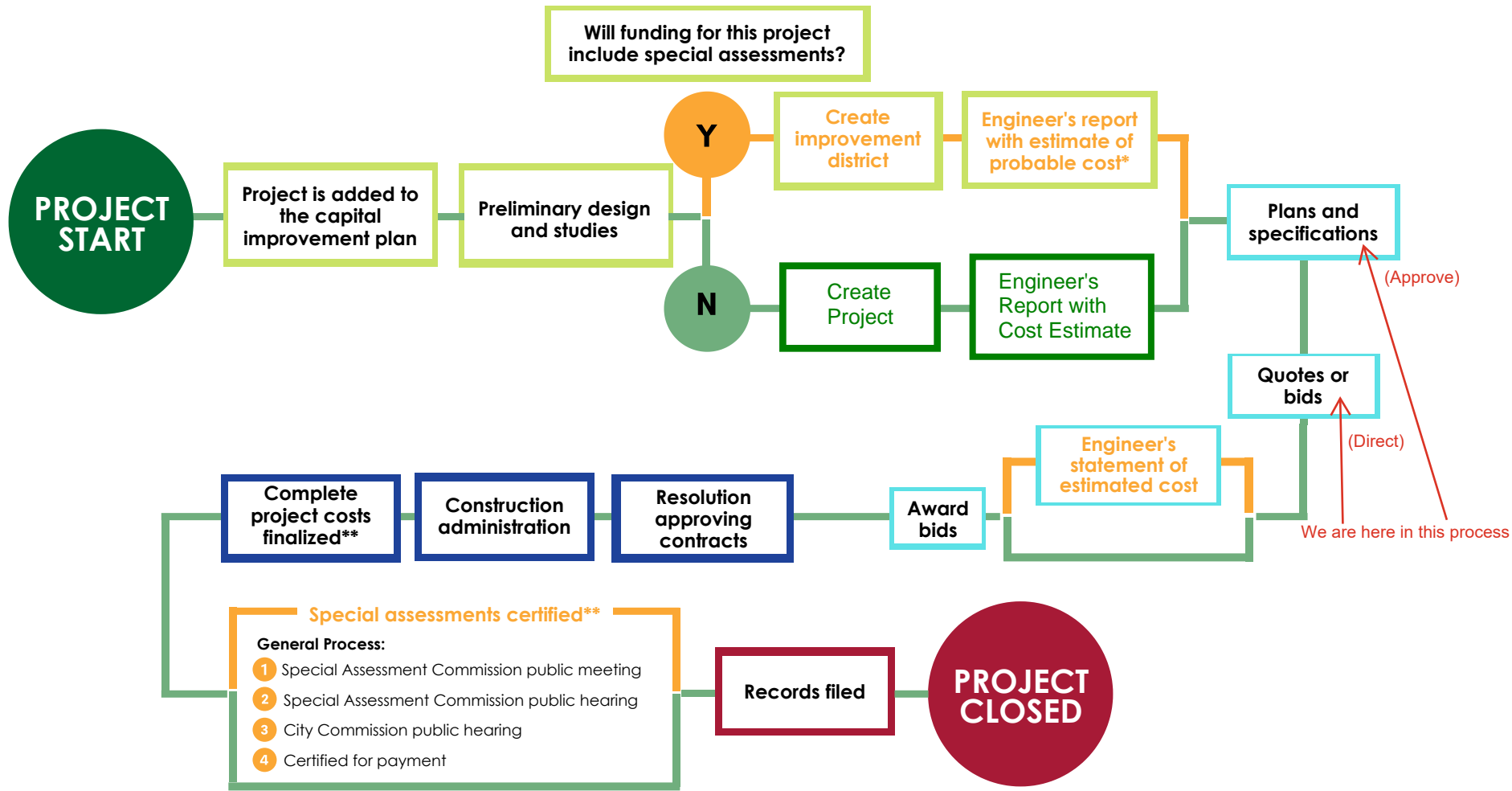
- **Staff Recommendation:** Create Project No. 6064 and Direct Engineer to prepare an Engineer's Report
- **Commission Action:** Commissioner Olson moved and Commissioner Zundel seconded to approve. No opposition, motion carried.

West Fargo City Commission

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

Process for Contracts and Improvements

Improvement Process Overview



*The City of West Fargo creates an engineer's report and estimate of probable cost for most projects, but is legally required to do so for projects using special assessment funding.

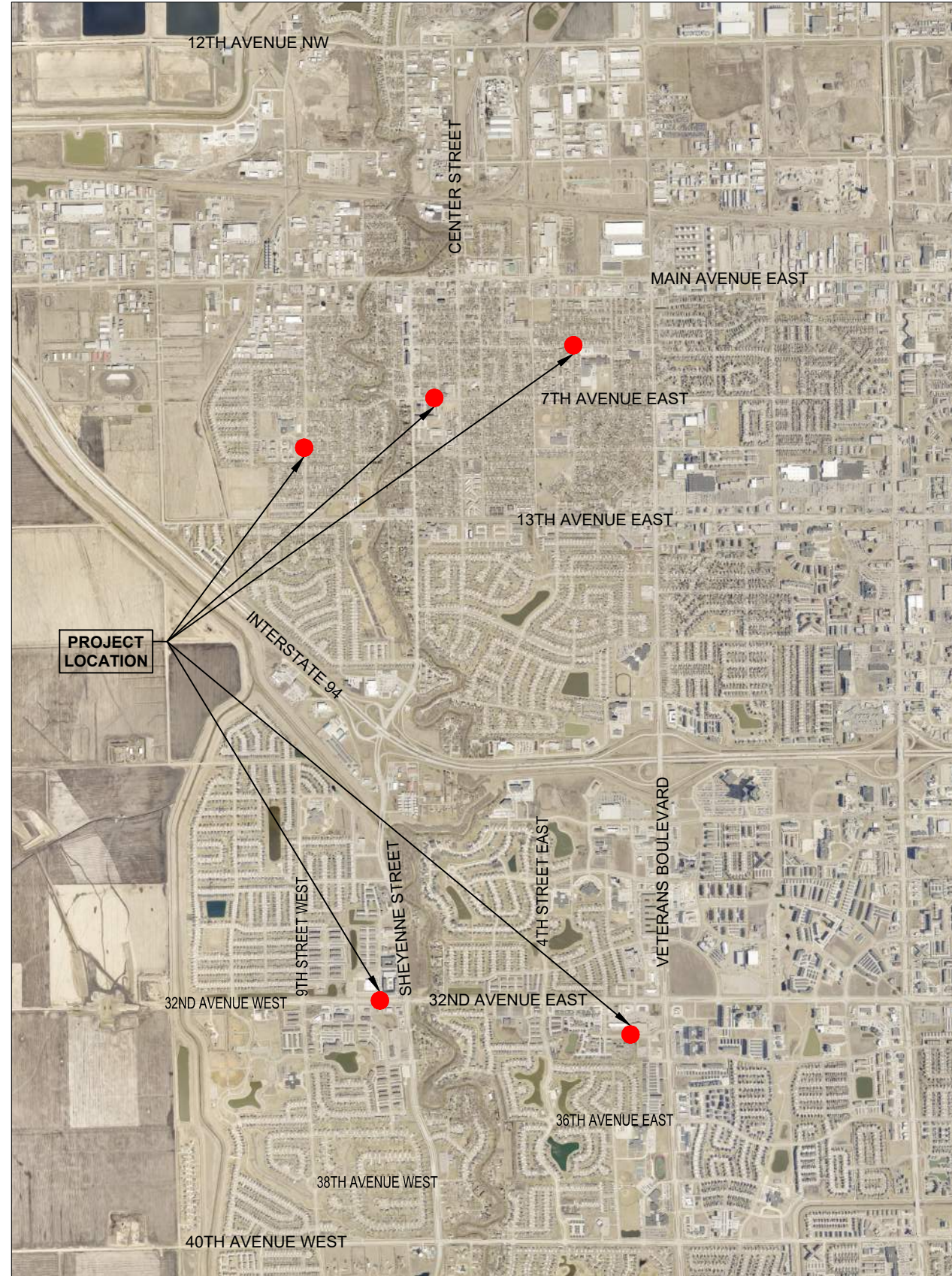
**The special assessment certification process allocates the cost of the project after the complete cost of the project is final. The Special Assessment Commission does not discuss project costs.

PROJECT NO. 6064

TRANSIT SHELTERS

WEST FARGO, NORTH DAKOTA

This document
is preliminary
and not for
construction or
implementation
purposes.



LOCATION MAP
NTS



SCALE:	N/A
PROJECT NUMBER:	6064
SHEET NUMBER:	G-001



Request for Quotes

Project 6064 – Transit Shelters

The West Fargo Public Works Department, within the City of West Fargo, is requesting individual pricing for Project 6064 – Transit Shelters. Sealed quotes will be received by the City of West Fargo Public Works Department at 810 12th Ave NW, West Fargo, ND 58078, for the purpose of evaluating costs. Upon completion of the evaluation by the selection committee an order may be placed. **Quotes will be received by 10:00 A.M. Central Daylight Saving Time (CDT) April 28th, 2026.**

CITY OF WEST FARGO RIGHTS

The City reserves the right to cancel this Request in writing or postpone the date and time for submitting quotes at any time prior to the quotes due date. The City by this Request does not promise to accept the lowest cost or any other quote and specifically reserves the right to reject any or all quotes, to waive any formal quote requirements, to investigate the qualifications and experience of any submitter, to reject any provisions in any quote, to modify Request contents, to obtain new quotes, to negotiate the requested services and contract terms with any submitter, or to proceed to do the work otherwise.

The City hereby notifies all submitters that it will affirmatively ensure that regarding any contract entered into, pursuant to this request, minority business enterprises will be afforded full opportunity, and are encouraged to submit quotes in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. The City reserves the right to accept or reject any and all quotes that are in the best interest of the City. All questions and inquiries will be addressed to:

Scott Tiffany
Fleet and Facility Purchasing Specialist
City of West Fargo
810 12th Ave NW
West Fargo, ND 58078
Email: scott.tiffany@westfargond.gov
Phone: (701) 515.5400
Cell: (701) 561.9154

1.0 INTENT

It is the intent of this specification to provide Pricing for Project 6064 - Materials to be used by the City of West Fargo Public Works Department.

The West Fargo Public Works Department has evaluated different types of Materials and has determined that this published specification is best suited for the WFPW needs in terms of quality and features. This specification shall not be interpreted as restrictive but rather as a measure of quality and performance against which all other materials will be compared. All materials furnished will meet or exceed City of West Fargo Standard Specifications for Construction (Rev. 2025 or newer) or the NDDOT Standard Specifications for Road and Bridge Construction (Rev. 2025 or newer).

It is the intent of this specification that all products identified for purchase may not be awarded to a single submitter. All items and products identified within this Request will be awarded individually based on lowest price. Product quality, availability, and delivery will be secondary factors in successful awards. WFPW also reserves the right to reject any or all quotes or any part thereof, and to waive any minor technicalities. If the material is not available at the time of ordering, WFPW will purchase said materials from the next lowest submitter that has availability.

2.0 EQUIVALENT PRODUCT

Quotes will be accepted for consideration from any manufacturer or supplier that is equal to or superior to the materials specified. Decisions of equivalency will be at the sole interpretation of the WFPW. A specification sheet of each product is to be submitted with the quotes.

3.0 INTERPRETATIONS

In order to be fair to all submitters, no oral interpretations will be given to any submitter, as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing. Based on such inquiry, the WFPW may choose to issue an Addendum in accordance with local state laws.

4.0 GENERAL

The specification herein states the minimum requirements of the WFPW. All quotes must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The WFPW will consider as irregular or non-responsive any and all quotes that are not prepared and submitted in accordance with the quote document and specification, or any proposal lacking sufficient technical literature to enable the WFPW to make a reasonable determination of compliance to the specification. It shall be the submitter's responsibility to carefully examine each item of the specification.

Materials	Price Per Unit	Options
# 4 Rebar Epoxy Coated (20 Foot Sticks) Price per Bundle		
Dowels/Rebar/ Smooth #4X12"		
Epoxy Adhesive		
Rebar Chairs (3 inch - box)		
Rebar Chairs (2 inch - box)		
Rebar Ties (Tierwire TW1061T Box)		
White Curing Compound (5 Gallon)		
Concrete Anchors (3/4"X5 1/2" with 4" Unthreaded Length)		
Inlet Dandy Sacks (Storm Water Protection)		
Straw Wattles (9inch X 20 Feet)		
Straw Wattle Construction Pin (12 inches)		
Grass Seed (50 LB Bag)		
Hydro mulch (50 LB Package)		

Date _____

Company _____

By: _____
(Name)

(Title)

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING PLANS AND SPECIFICATIONS FOR IMPROVEMENTS IN
PROJECT NO. 6064 - TRANSIT SHELTERS OF THE CITY OF WEST FARGO

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, North Dakota, that the plans and specifications and estimates of cost for improvements in Project No. 6064 – Transit Shelters 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: April 6, 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 CITY AUDITOR TO
REQUEST QUOTES

WHEREAS, this Board has heretofore created Project No. 6064 – Transit Shelters of the City of West Fargo; and

WHEREAS, plans and specifications and estimates of costs for said Project No. 6064 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 request quotes for the work to be completed for 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 directed, and is hereby authorized and directed, to request quotes for the construction of the work heretofore directed to be made in Project No. 6064 – Transit Shelters.

Dated: April 6, 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.



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

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

Full, Legal Name of Gaming Organization
West Fargo Rural Fire Department

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

Name of Location
Double Tree by Hilton

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

Beginning Date(s) Authorized 5/15/26	Ending Date(s) Authorized 5/17/26	Number of Twenty-One tables, if zero, enter "0" 0
--	---	--

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

If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known
5/15/26-5/17-26

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input checked="" type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheel with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input type="checkbox"/> ELECTRONIC Pull Tab Device		

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above	

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

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

Full, Legal Name of Gaming Organization
Plains Art Museum

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

Name of Location
Unhynged

Street 3330 Sheyenne St Unit 116	City West Fargo	ZIP Code 58078	County Cass
--	---------------------------	--------------------------	-----------------------

Beginning Date(s) Authorized 07/01/2026	Ending Date(s) Authorized 06/30/2027	Number of Twenty-One tables, if zero, enter "0" 2
---	--	---

Specific location where games of chance will be conducted and played at the site (required)
Entire location-excluding restrooms and offices

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Bingo | <input type="checkbox"/> Club Special | <input type="checkbox"/> Sports Pools |
| <input type="checkbox"/> ELECTRONIC Quick Shot Bingo | <input type="checkbox"/> Tip Board | <input checked="" type="checkbox"/> Twenty-One |
| <input checked="" type="checkbox"/> Raffles | <input type="checkbox"/> Seal Board | <input checked="" type="checkbox"/> Poker |
| <input type="checkbox"/> ELECTRONIC 50/50 Raffle | <input type="checkbox"/> Punchboard | <input checked="" type="checkbox"/> Calcuttas |
| <input checked="" type="checkbox"/> Pull Tab Jar | <input type="checkbox"/> Prize Board | <input type="checkbox"/> Paddlewheel with Tickets |
| <input checked="" type="checkbox"/> Pull Tab Dispensing Device | <input type="checkbox"/> Prize Board Dispensing Device | <input checked="" type="checkbox"/> Paddlewheel Table |
| <input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device | | |

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above	

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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 Clay Target Team Inc.		Dates of Activity (Does not include dates for the sales of tickets) 06/25/2026	
Organization or Group Contact Person Trevor Monilaws	E-mail wfclaytargetteam@gmail.com	Telephone Number 701-238-4341	
Business Address 1549 Dorchester Ct.	City West Fargo	State ND	ZIP Code 58078
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name The Noble Hare	County Cass
Site Physical Address 344 Sheyenne St.	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.)
June 25, 2026 @ 7 pm CST

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

Game Type	Description of Prize	Exact Retail Value of Prize
	See attached sheet for raffles and values	
	Total (limit \$50,000 per year)	\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
To pay for the following: Raffle expenses, range fees, uniforms, ammo, awards, awards banquet, tournament expenses.

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: **15,796.83** (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 Trevor Monilaws	Telephone Number 701-238-4341	E-mail Address wfclaytargetteam@gmail.com
Signature of Organization Group's Permit Organizer <i>Trevor Monilaws</i>	Title Vice President	Date 3/14/2026

2026 Spring Clay Target Team Raffles

The West Fargo Clay Target Team will hold 3 raffles on 6-25-2026.

They are as follows:

- Gun and Whiskey Raffle – Separate ticket - Need not be Present to win.
- Custom engraved gun raffle – Separate ticket – Must be present to win.
- 50/50 raffle – 50% of proceeds to the Clay Target Team - Must be present to win.

Single gun item – Henry 30/30 side gate Golden Boy – 250th USA anniversary engraved. Value = \$2115

2026 Spring Guns and Whiskey List

Name	Retail Value
Canadian Club - Cronicles 43 year	\$299.00
Doc Holliday 10 year limited Edition Decanter gift set	\$199.99
Calumet Farms 16 year	\$164.99
High West Midwinter Nights Dram Act 13	\$159.99
Remus - Babe Ruth Reserve	\$159.99
Jack Daniels Sinatra Select	\$150.00
Chestnut Farms Single Barrel Bourbon	\$149.99
Blantons Gold	\$139.00
Old Forester 1924	\$120.00
Yellowstone 10 year Anniversary Edition	\$99.99
Rare Character Straight Rye #6	\$99.99
Rare Character Single Barrel Store pick	\$99.99
Found North Single Barrel Rye Whiskey - Store pick	\$99.99
Paul Sutton 2025 Minnesota Vikings Limited Edition	\$85.99
Penolope American Whiskey Cigar Sessions Chapter 1	\$84.99
Bookers 25-3	\$79.99
Basil Hayden 10 Year	\$79.99
Sagamore Reserve 10 year Straight Rye	\$79.99
Bernheim Wheat Whiskey	\$79.99
Caribou Crossing	\$79.00
Stagg Barrel Proof	\$78.99
Old Fitzgerald 7 year	\$72.99
EH Taylor Single Barrel	\$70.00
I W harper 15 year Bourbon	\$69.99
Weller Antique 107	\$62.99
Maker's Mark Limited SE4xPR5	\$60.00
Weller Full Proof - Store Pick	\$60.00
RD One Small Batch Amburana Finish	\$59.99
Elmer T Lee	\$50.00
EH Taylor Small Batch	\$50.00
Eagle Rare 10 year State pick	\$45.99
Weller Special Reserve	\$35.99
Total Retail Value	\$3,229.78

Outdoorsman Gun Raffle List

Shotguns

Benelli Nova 3 12ga	\$	420.00
ATI 12ga O/U	\$	550.00
Beretta A300 12ga	\$	850.00
Benelli Nova Camo 12ga	\$	460.00
Browning Maxux II Hunter 12ga	\$	1,200.00

Rifles

Bergara B14 .243	\$	775.00
Browning X Bolt .30-06	\$	850.00
Weatherby MK5 .300 Win Mag	\$	1,000.00
Franchi Momentum Varmint .22-250	\$	975.00
Savage 110 Apex package .270	\$	600.00

Pistols

Sig 365 Silver & Blue .380	\$	570.00
Sig 365 9mm	\$	560.00
Taurus Judge .45/.410 SS	\$	545.00
Glock 43X 9mm	\$	500.00
Smith & Wesson M&P 10mm	\$	630.00
	\$	10,485.00

Item Title: Neighborhood Revitalization Program

Presented By: Lisa Sankey, Planner

Requested Action/Staff Recommendation: Direct Staff to Partner with Capital Credit Union

Background & Project Summary:

The City of West Fargo has received a request for an additional Neighborhood Revitalization Program partnership from Capital Credit Union. The Neighborhood Revitalization Program, is a low-interest loan program for home improvement projects in select areas. Capital Credit Union proposes setting aside \$750,000 for their program in 2026 and will provide program information at the April 6th City Commission meeting.

To be eligible for the program, the home must be located within West Fargo corporate limits, north of Interstate 94, and have an assessed value of less than \$300,000. The program offers low-interest loans with repayment options of 10 or 15 years with an APR as low as 4.49% for loans of \$10,000 to \$100,000 for qualified home improvement projects. Additional program details are attached and can be found on the City's program website at: <https://www.westfargond.gov/894/Neighborhood-Revitalization-Program>

Attached Supporting Documents:

- 2026 Neighborhood Revitalization Program Capital Credit Union Application

Financial Impact:

Aside from staff time spent reviewing applications and communicating with applicants, there are no financial costs to the City of West Fargo. The program seeks to help maintain a strong housing stock and associated tax base within the City.

Policy Alignment:

This program focuses on reinvesting in West Fargo's older neighborhoods, a key goal of the West Fargo 2.0 Comprehensive Plan.

Process/Timeline:

The 2026 Neighborhood Revitalization Program began in March and will run through October 31, 2026.

West Fargo City Commission

Bernie Dardis, Commission President

Brad Olson, Commission Vice President

Roben Anderson, Rory Jorgensen, Amy Zundel, Commissioners

Dustin Scott, City Administrator

Neighborhood Revitalization Program (NRP) Application

Thank you for your interest in applying for the West Fargo Neighborhood Revitalization Program. We look forward to working with you on a project that will improve your home and help to enhance the neighborhood in which you live.

ELIGIBLE IMPROVEMENT COSTS

Funds may be used to address code and structural corrections, energy improvements, and general property improvements. Loans are available to finance improvements not yet under construction. If there are code corrections identified during inspection, they must be addressed as part of the project.

APPLICANTS:

A loan applicant must be the owner-occupant of the home and meet Capital Credit Union's credit standards for repayment of the improvement loan.

PROPERTY ELIGIBILITY REQUIREMENTS:

- Located within the City of West Fargo Municipal Boundaries and north of Interstate 94
- Owner-occupied one or two family detached or attached residence.
- Zoned for residential use.
- Outside of 100-year floodplain
- No unpaid tax liabilities (not including special assessments) or open ordinance violations
- Assessed Value must be \$300,000 or less.

PROJECT MUST INCLUDE AT LEAST ONE:

- Foundation work (drain tile, bracing, drainage correction, etc.)
- Replacement or renovation of siding, exterior painting, roofing, windows, or other major exterior upgrades
- Construction or addition of garage stall, bedroom
- Convert rental unit to owner-occupied unit
- Major interior remodeling (i.e. kitchen remodel, bathroom remodel)
- Replacement of major mechanical systems (furnace, electrical system, plumbing)
- Repairs or replacement to water & sewer service to dwelling

INELIGIBLE PROPERTY TYPES:

- Condo
- Mobile Home
- 3-Plex Property*
- Townhome
- Rental

* unless being converted from rental to single-family, owner-occupied housing

LOAN TERMS/PAYMENT:

- Repayment options of 10 or 15 years with an APR as low as 4.49% APR **
(APR will range from 4.49% APR to 5.531% APR, on amount borrowed at 4.99% interest rate)
- Minimum loan \$10,000/Maximum loan \$100,000
- Maximum loan-to-value 90%
- Property owner responsible for closing costs & customary fees (including possible appraisal fees if required)

** A \$50,000 home equity loan at 4.49% interest rate for 120 monthly payments of \$517.83 will have a 4.49% annual percentage rate (APR).

QUESTIONS on Property, Contractor, or Renovation Items?

Call or E-mail City of West Fargo Phone: 701.515.5370
Email: planning@westfargond.gov
www.westfargond.gov

QUESTIONS on Loan Processing/Appraisals?

Call or E-mail Chris Nelson (NMLS #744424) at Capital Credit Union
Phone: 701.355.7781 Email: chris.nelson@capcu.org

PLEASE SUBMIT YOUR COMPLETED APPLICATION TO:

City of West Fargo-Planning & Zoning Department
Attn: Neighborhood Revitalization Program
2515 6th Street East
West Fargo, ND 58078

Project to be completed within 12 months of loan closing.
First payment due within 45 days of loan closing.



APPLICATION REQUIREMENTS:

At the time of application, applicants will be required to obtain any relevant building permits and pay any associated fees for the work through the applicable city department. Contact the Planning & Zoning Department for more information on permits, fees, and inspections process, 701.515.5370. Bids and estimates for work to be completed at the time of application.

Do you need this application to be translated into another language?

Yes No If Yes, which language? _____

Do you have a disability that requires special accommodations

Yes No If Yes, what type of accommodation _____

REPAYMENT OPTION
(check one box below):

10-Year 15-Year

APPLICATION DEADLINE
The deadline to apply for the 2026
NRP Program is **October 31, 2026.**

SECTION A: General Information

Name - Applicant 1		Daytime Phone with Area Code	
Name - Applicant 2		Daytime Phone with Area Code	
Address			
E-mail – Applicant 1			
E-mail – Applicant 2			
Estimated Amount Requested			

SECTION B: Property Information

What type of work are you interested in completing? Check (✓) and describe below.	
Types of Work	Describe Work
<input type="checkbox"/> Electrical	
<input type="checkbox"/> Plumbing	
<input type="checkbox"/> Heating/Cooling	
<input type="checkbox"/> Foundation/Basement	
<input type="checkbox"/> Roof	
<input type="checkbox"/> Windows/Doors	
<input type="checkbox"/> Siding	
<input type="checkbox"/> Garage	
<input type="checkbox"/> Addition	
<input type="checkbox"/> Kitchen Remodel	
<input type="checkbox"/> Bath Remodel	
<input type="checkbox"/> Interior Finishes	
<input type="checkbox"/> Accessibility	
<input type="checkbox"/> Landscaping/Deck	
<input type="checkbox"/> Convert from Rental	
<input type="checkbox"/> Other	



SECTION C: Additional Property Information

How many bedrooms, above grade, are in your house?	How many bedrooms, below grade with egress, are in your house?	
How many bathrooms: Full _____ 3/4 bath _____ 1/2 bath _____	Total square footage?	Estimated current market value: \$ _____
What type of heating system is in your home? (circle one) Gas _____ Electric _____ Other _____	Cooling system? (circle one) Central Air _____ Wall Air _____ Other _____	
Basement finished, partially finished, or not.	Homeowner's Insurance Company: _____ Agent's Name: _____ Agent's Phone: _____	
Please describe any existing, notable interior features or upgrades to your home (e.g., fireplace, sauna, hot tub, sunroom, bar, patio, deck, fence, home theatre, full kitchen/bathroom remodels, stone c o u n t e r t o p s , finished basement):		

Amount Applicant would like to borrow: \$ _____

Completed applications will be forwarded to Capital Credit Union for loan review and the loan decision will be provided by Capital Credit Union. Credit Decision and Approval is completed by Capital Credit Union, City of West Fargo is not involved in the final decision for the loan.

All information furnished is for confidential use of the City of West Fargo or Capital Credit Union. Under North Dakota Law, it is a crime to use false or misleading information in this application in order to qualify for a loan.

Signatures: I certify that everything I have stated in this application and on any attachments is correct. You may keep this application whether or not it is approved. I authorize you to check my credit and employment history and to answer questions others may ask about my credit with you. I understand that I must update the credit information at your request if my financial situation changes.

Signature

Date

Signature

Date



AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Aaron Nelson/Steve Iverson

2. PHONE NUMBER: 515-5370 DATE: March 31, 2026

3. AGENDA TITLE:

A26-2 ARD Properties 1st Addition, request for subdivision and Conditional Use Permit to allow crushing and stockpiling of aggregate materials

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

Approve final plat of ARD Properties First Addition. At their February 10, 2026 meeting, the West Fargo Planning and Zoning Commission voted to recommend approval of the proposed subdivision plat and conditional use permit, with conditions, on the basis it is consistent with City plans and ordinances.

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

1001 12th Ave NE (NW ¼ Section 4, T139N, R49W), City of West Fargo, North Dakota.

6. ACTION BEING REQUESTED FROM CITY COMMISSION:

Approve the Final Plat of ARD Properties First Addition and Conditional Use Permit, including associated subdivision improvement agreement, public dedication agreement, and conditional use permit agreement.

CITY OF WEST FARGO PLANNING & COMMUNITY DEVELOPMENT

STAFF REPORT

A26-2		SUBDIVISION/CONDITIONAL USE PERMIT	
ARD Properties First Addition			
NW ¼ Section 4, T139N, R49W, City of West Fargo, North Dakota			
Applicant: Trent Duda, ARD Properties LLC & Brian Pattengale, Houston Engineering Owner: ARD Properties LLC		Staff Contact: Steve Iverson	
Planning & Zoning Commission Public Hearing:		2-10-2026 – Approved	
City Commission Approval:		4-06-2026	

PURPOSE:

Plat of four Lots and two Blocks to support industrial uses and a Conditional Use Permit to allow crushing and stockpiling of aggregate material on the proposed Lot 3, Block 2. The proposed plat is located at 1001 12th Avenue NE.

STATEMENTS OF FACT:

Land Use Classification:	G-3: Employment Growth Sector - Existing
Existing Land Use:	Vacant
Current Zoning District(s):	M – Heavy Industrial
Zoning Overlay District(s):	CO-R: Redevelopment Corridor Overlay District
Proposed Zoning District(s):	M – Heavy Industrial
Proposed Lot size(s) or range:	Lot 1 Block 1 8.69 acres; Lot 1 Block 2 11.65 acres; Lot 2 Block 2 6.29 acres; Lot 3 Block 2 18.44 acres
Total area size:	49.46 Acres including rights of way
Adjacent Zoning Districts:	The proposed plat is surrounded by M – Heavy Industrial Zoning
Adjacent/Proposed street(s):	Adjacent 9 th Street NE (arterial); 12 th Ave NE (arterial) Proposed 11 th Avenue NE (local); 10 th Street NE (local)
Adjacent Bike/Pedestrian Facilities:	Existing multi-use path along the north side of 12 th Avenue NE; a proposed multi-use path located along west side of 9 th Street NE as part of 9 th Street NE reconstruction in 2026.
Available Parks/Trail Facilities:	Trails as mentioned above adjacent 12 th Avenue Northeast and future trail along 9 th Street NE. There is no existing parkland in this heavily industrial area.
Land Dedication Requirements:	Payment in lieu of dedication is requested by West Fargo Park District. 60-65’ of Right of Way along 9 th Street NE and 60’ along 9 th Street NE at the connection to Lot 3, Block 2. Additional Right of Way dedication for provision of a cul de sac at 12 th Street NE. 80’ dedications of Right of Way for 11 th Avenue NE and 10 th Street NE.

STAFF REPORT

DISCUSSION AND OBSERVATIONS:

- The applicant has applied for subdivision to establish four new lots and associated rights-of-way, and Conditional Use Permit to accommodate stockpiling and crushing of aggregate materials on the proposed Lot 3, Block 2. Stockpiling of sand, gravel or fill dirt or any other materials is a conditional use in M -Heavy Industrial zoning per §4-429.3.8 of City Code.
- As part of the subdivision approval, the applicant will be required to enter into a subdivision improvement agreement that will specify details related to the public improvements necessary to service the development, as well as related items such as wetland mitigation, utility services, and stormwater retention requirements as examples.

Dedications

- The Preliminary Plat includes four Lots on two Blocks.
- The plat contains a 60-65' wide dedication along the west side of the development which provides necessary right of way for 9th Street NE. It also includes a 60'x52.29' dedication to connect 9th Street NE to the westerly panhandle of Lot 3, Block 2.
- Further, the plat dedicates 11th Avenue NE and 10th Street NE as 80' local streets.
- A cul de sac bulb is platted at the end of 12th Street NE to accommodate fire/emergency services turn around.
- Additionally, the plat contains an approximately 114 s.f. triangle of land and an existing 155'x160' roadway easement at the northwest corner of the proposed Lot 1 Block 1 to be included as 12th Avenue/9th Street NE dedication. This is to provide adequate right of way supporting the southeast portion of the existing roundabout at the intersection of 9th Street and 12th Avenue NE.
- No additional right-of-way is necessary to accommodate the proposed plat other than items listed above.
- As part of the subdivision process, public dedication of 5% of the property being platted is a requirement. A letter from the Park District was received noting their preference for cash-in-lieu for land. Public dedication requirements will be detailed within a public dedication agreement to accompany the final plat.

Easements & Public Infrastructure

- The northwest portion of Lot 1, Block One currently has an existing methane gas pipeline bisecting the northwest corner of the lot. The pipeline is planned to be relocated closer to the 12th Avenue/9th Street NE rights of way in 2026.
- As of the writing of this staff report, a blanket easement for an existing Magellan pipeline encumbers the plat. The applicant is currently working with Magellan company in order to vacate the blanket easement and replace it with a geographically defined easement along the length of the pipeline, which bisects the proposed Lot 1, Block 1 from north to south.
- A 50' Cenex Pipeline easement runs through the southeast corner of the proposed Lot 3, Block 2.
- Access control is shown on the plat along 12th Avenue NE with one opening for the proposed 10th Street NE. This access will need to match an existing access on the north side of 12th Avenue NE in accordance with Section 4-0405.3.J of City Code. Access control is also shown along 9th Street NE with an access opening at 11th Avenue NE.
- Access control is also necessary 150' from 9th Street NE at 11th Avenue NE and from 12th Avenue NE at 10th Street NE.
- The plat provides 10' public utility easements adjacent all Rights of Way
- Sanitary sewer, water, and storm sewer utilities can be accessed from 9th Street NE.

STAFF REPORT

Zoning & Proposed Uses

- The subdivision is currently located within the M (Heavy Industrial) zoning district. No changes are proposed to the existing M zoning district.
- The applicant has stated he intends to sell Lot 1 Block 1 and Lot 1, Block 2 for future industrial development.
- The applicant intends to construct an office and shop for their industrial contracting operations to be constructed on Lot 2, Block 2 in the future.
- The applicant has applied for a Conditional Use Permit in order to use Lot 3, Block 2 for aggregate storage and stockpiling and occasional concrete crushing operations.
- While the City has received written letters in opposition to the proposed use of the property for aggregate stockpiling and concrete crushing, staff notes that this property is located within the City's most intensive industrial zoning district: M (Heavy Industrial).
- Staff finds the proposed conditional use to be consistent with the stated purpose of the M (Heavy Industrial) zoning district, however staff also finds it necessary to place certain conditions on the proposed use in order to help mitigate potential impacts to adjacent properties.
- For background reference, the City of Fargo allows mining by right in their most intensive zone, GI, and the City of Bismarck allows sand and gravel processing by right in their most intensive district, MB.

CRITERIA FOR GRANTING CONDITIONAL USE PERMIT:

- Regarding the Conditional Use Permit, the applicant intends to stockpile and crush aggregate materials on the proposed Lot 3 Block 2. Crushing/stockpiling of sand, gravel or fill dirt and any other materials is allowed via Conditional Use Permit in the M (Heavy Industrial) zoning district per §4-429.3.8 of City Code. The stated intent of the M district is to establish and preserve areas for necessary industrial and related uses which due to their size and/or nature of operation, may have a significant impact on the environmental and social well-being of the City and therefore require isolation from many other kinds of land uses.
- With reference to the criteria for granting conditional uses, the following is noted:
 1. Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.
 - Public improvements will be required along the new local streets 11th Avenue NE, 10th Street NE, and the existing 12th Street NE to service the proposed lots in the subdivision.
 2. Off-street parking and loading areas where required, with particular attention to the items in (1) above and the economic, noise, glare or odor effects of the special exception on adjoining properties and properties generally in the district.
 3. Refuse and service areas, with particular reference to the items in (1) and (2) above.
 - No concerns noted.
 4. Utilities, with reference to locations, availability, and compatibility.
 - A utility plan is included in the packet. Further review will be necessary by the Engineering Department to ensure functionality and required standards are met.
 5. Screening and buffering with reference to type, dimensions, and character.

STAFF REPORT

- No concerns noted. Lot 3, Block 2 is located over 1,000 feet from any major roadways and is completely surrounded by other industrial uses within the M (Heavy Industrial) zoning district.
- 6. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district.
 - No concerns noted.
- 7. Required yards and open space.
 - No concerns noted.
- 8. Soil conditions, as they relate to on-site sewage disposal, water supply, basement excavating, road construction and related land use.
 - No concerns noted.
- 9. General compatibility with adjacent properties and other property in the district.
 - Note similar operations are occurring to the east and southeast of Lot 3, Block 2 in the City of Fargo (adjacent to Kautzman’s First and 247.92’ from Galvanizers Addition that abuts Lot 3, Block 2). The City of Fargo landfill processes wood stumps by grinding them, in addition to the normal operation of Fargo’s landfill with large equipment handling solid waste which both create dust. Northern Improvement Company also operates a crushing and stockpiling yard to the Southeast of the site along 7th Avenue North in Fargo.
 - This site is over 3,000 feet (about three-quarters of a mile) from the nearest residential zoning district.
 - The City has received written opposition to the proposed CUP from adjacent property owners, as noted in the “Notices” section below. These letters are attached. Staff is recommending several conditions of approval to help address noted concerns.

NOTICES:

Sent to: Property owners within 350’ and applicable agencies and departments

Comments Received:

- Five attached letters/emails of protest have been received at the time of this report.
 - The protests were primarily related to dust, noise, and additional truck traffic.
- One phone call was received with concerns over dust, noise, and access to his property during 9th Street NE reconstruction.
- An adjacent property owner spoke to a staff member prior to the Planning Commission meeting with concerns regarding dust from the proposed crushing facility affecting his property and equipment.
- One letter of support was received.

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

- Overall, the proposed development is consistent with City plans and ordinances. The stated intent of the M district is to establish and preserve areas for necessary industrial and related uses which due to their size and/or nature of operation, may have a significant impact on the environmental and social well-being of the City and therefore require isolation from many other kinds of land uses.

STAFF REPORT

- The proposed Conditional Use Permit to allow concrete crushing, stockpiling of sand, gravel or fill dirt and any other materials is consistent with existing zoning of existing and abutting property and the industrial nature of the area.
- The proposed subdivision complies with applicable subdivision standards and accommodates opportunity for public utility connectivity for adjacent undeveloped areas via dedication of easements and rights of way.
- The proposed subdivision is consistent with West Fargo 2.0 and its designation of this area being G-3, and existing employment growth sector area.

UPDATE- February 10, 2026:

- At the February 10, 2026 Planning & Zoning Commission meeting, two individuals spoke in opposition to the Conditional Use Permit application, expressing concerns with potential dust, truck traffic, and impacts to adjacent properties.
- The Planning and Zoning Commission voted 7-0 in favor of the application.

PLANNING AND ZONING COMMISSION ACTION

At their February 10, 2026 meeting, the West Fargo Planning and Zoning Commission voted to approve the Subdivision and Conditional Use Permit subject to the following conditions:

CUP Conditions:

1. The applicant obtains a Construction Stormwater Permit and Civil Site Permit from the City Engineering Department prior to commencing any crushing or stockpiling on Lot 3, Block 2.
2. The applicant obtains an Air Quality Permit from the North Dakota Department of Environmental Quality.
3. Stockpiling and crushing operations must be in compliance with all local, State & Federal air quality requirements.
4. No crushing when sustained windspeeds exceed 15 mph as measured at the nearest National Weather Service reporting station.
5. Crushing operations are limited to no more than a total of 28 individual days each calendar year.
6. The use of a water spray dust suppression system must be used during crushing operations. The dust suppression system must be properly sized to meet industry standards.
7. Site and operations to be consistent with information in Planning and Zoning and City Commission packets.
8. Crushing operations must be set back at least 200 feet from all property lines of Lot 3, Block 2.
9. Hours of operation are limited to 7am – 10pm.

Subdivision Conditions:

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

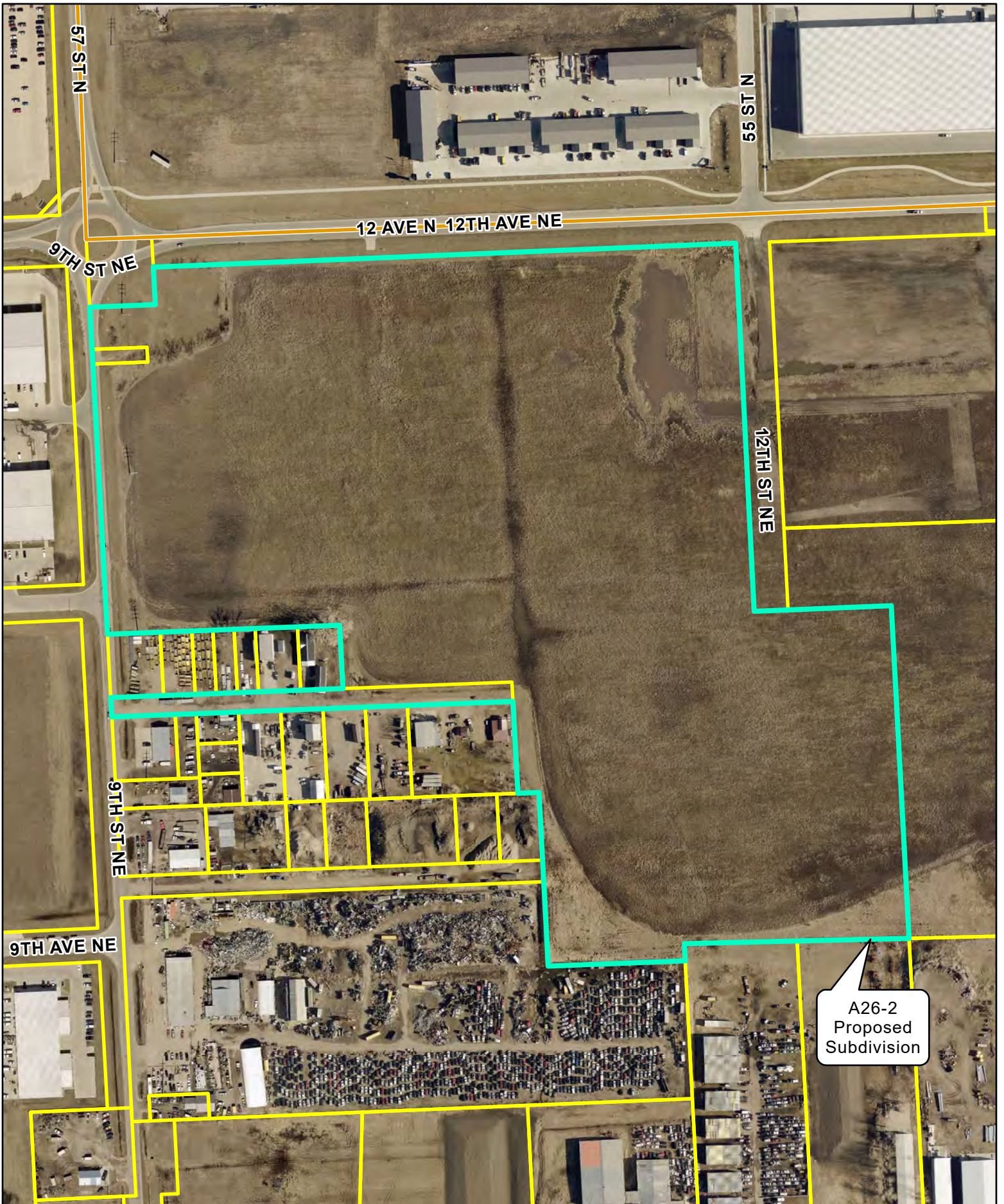
STAFF REPORT

RECOMMENDATIONS:

It is recommended that the City approves the proposed subdivision and Conditional Use Permit on the basis that they are consistent with City plans and ordinances.

Attachments

1. Aerial map
2. Zoning map
3. Final Plat
4. Area Plan
5. Proximity map
6. Preliminary Utility and Drainage Plan
7. CUP Site Plan
8. Cash payment in lieu of dedication letter from West Fargo Park District.
9. Conditional Use Permit
10. Public Dedication Agreement
11. Subdivision Development Agreement
12. Public Comments



Features

- Agenda Zone
- City Limits





A26-2
Proposed
Subdivision

West Fargo Zoning

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

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

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

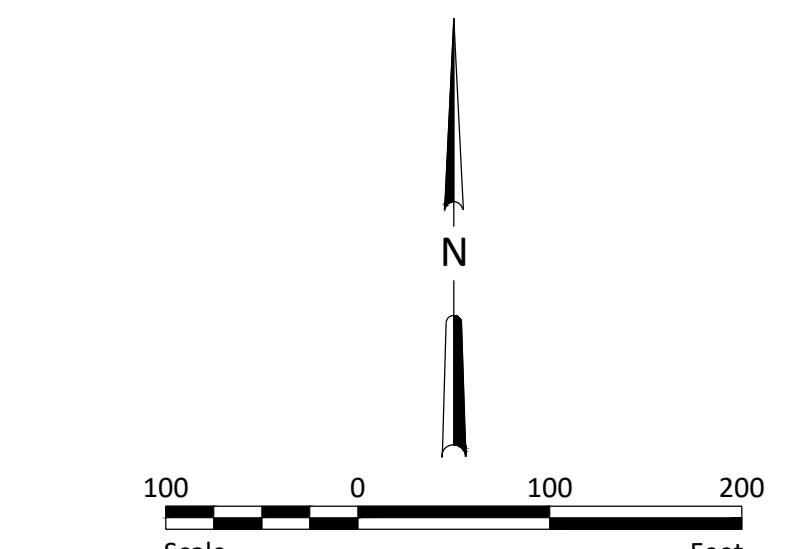
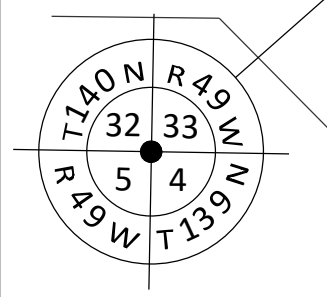
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ARD PROPERTIES FIRST ADDITION

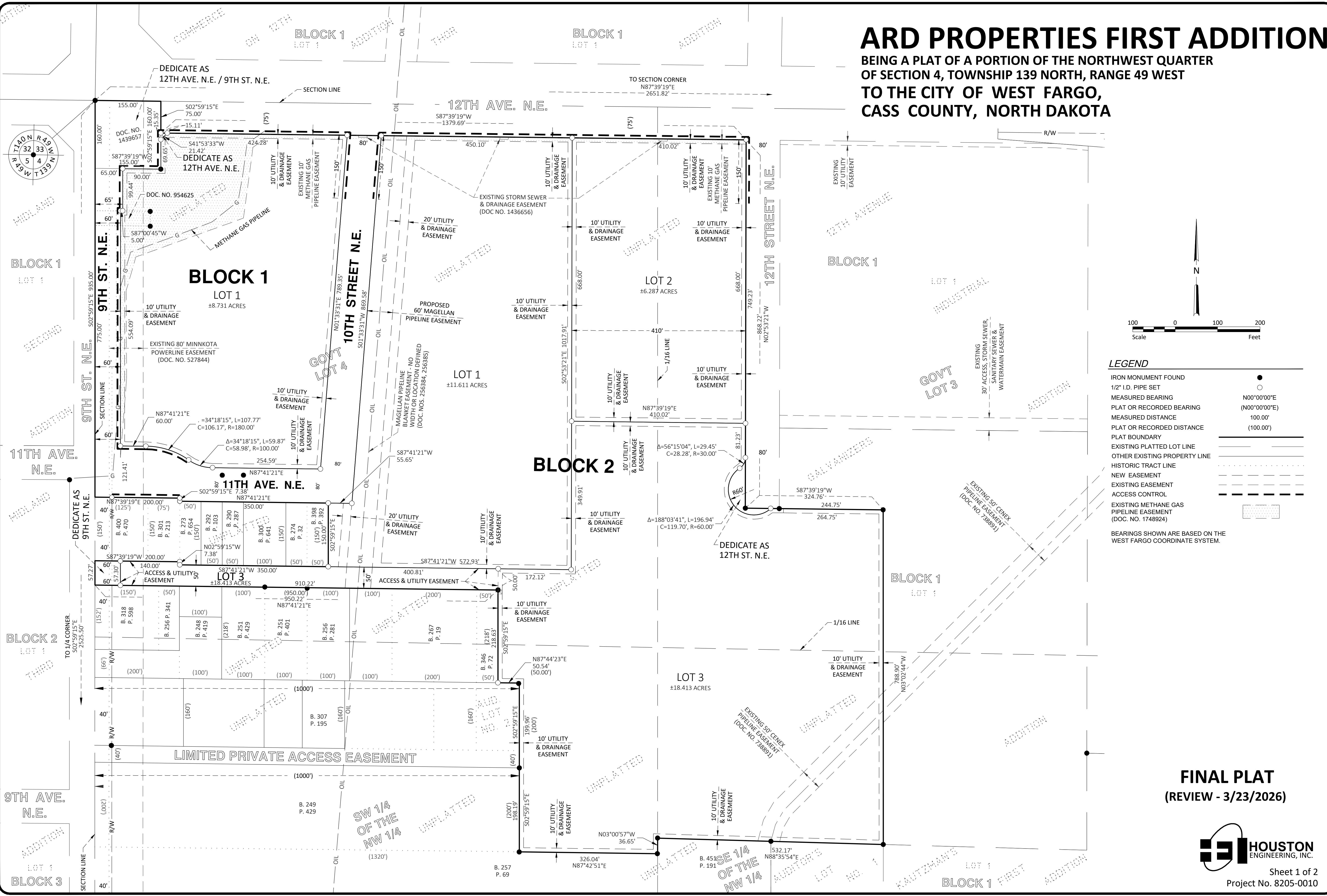
BEING A PLAT OF A PORTION OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 139 NORTH, RANGE 49 WEST TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA



LEGEND

IRON MONUMENT FOUND	●
1/2" I.D. PIPE SET	○
MEASURED BEARING	N00°00'00"E
PLAT OR RECORDED BEARING	(N00°00'00"E)
MEASURED DISTANCE	100.00'
PLAT OR RECORDED DISTANCE	(100.00')
PLAT BOUNDARY	—————
EXISTING PLATTED LOT LINE	-----
HISTORIC TRACT LINE
NEW EASEMENT	- - - - -
EXISTING EASEMENT	- · - · -
ACCESS CONTROL	— · — · —
EXISTING METHANE GAS PIPELINE EASEMENT (DOC. NO. 1748924)	▨

BEARINGS SHOWN ARE BASED ON THE WEST FARGO COORDINATE SYSTEM.



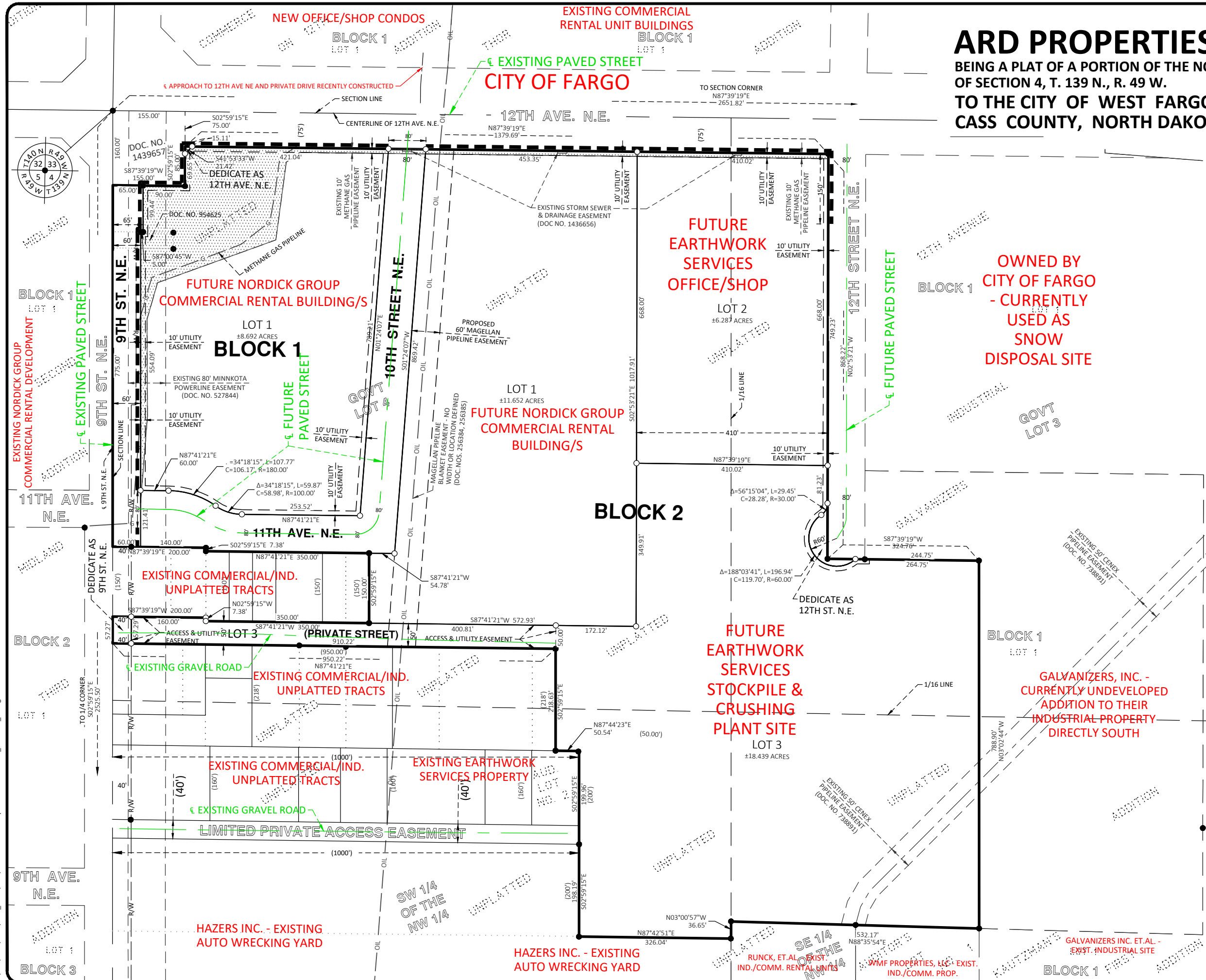
FINAL PLAT
(REVIEW - 3/23/2026)



ARD PROPERTIES FIRST ADDITION

BEING A PLAT OF A PORTION OF THE NORTHWEST QUARTER OF SECTION 4, T. 139 N., R. 49 W.

TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA



LEGEND

IRON MONUMENT FOUND	●
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MEASURED DISTANCE	100.00'
PLAT DISTANCE	(100.00')
PLAT BOUNDARY	—————
EXISTING PLATTED LOT LINE	-----
OTHER EXISTING PROPERTY LINE	-----
NEW EASEMENT	-----
EXISTING EASEMENT	-----
ACCESS CONTROL	-----
EXISTING METHANE GAS PIPELINE EASEMENT (DOC. NO. 1748924)	-----
BEARINGS SHOWN ARE BASED ON THE WEST FARGO COORDINATE SYSTEM.	

AREA PLAN

1-26-2026

APPLICANT:
ARD PROPERTIES, LLC.

NAME OF SUBDIVISION:
ARD PROPERTIES FIRST ADDITION

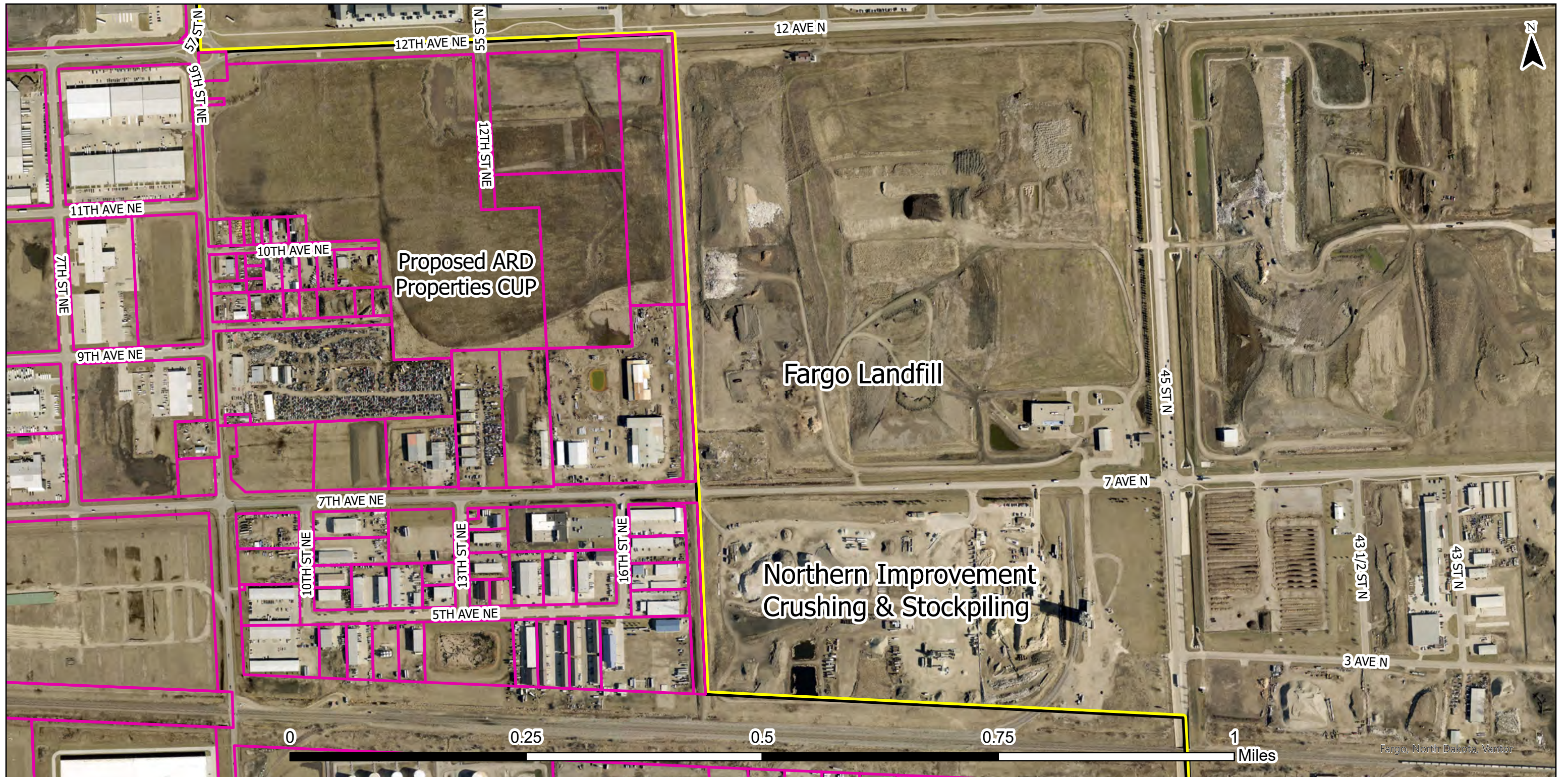
CURRENT ZONING OF PROPERTY AND ADJOINING PROPERTIES:
HEAVY INDUSTRIAL

PROPOSED ZONING OF PROPERTY:
HEAVY INDUSTRIAL

TOTAL AREA OF PROPOSED SUBDIVISION:
48.894 ACRES



H:\JRM\8205\8205_0010\CAD\8205-0010 ARD Properties First Addition_AreaPlan_2.dwg



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

Date: 2/4/2026

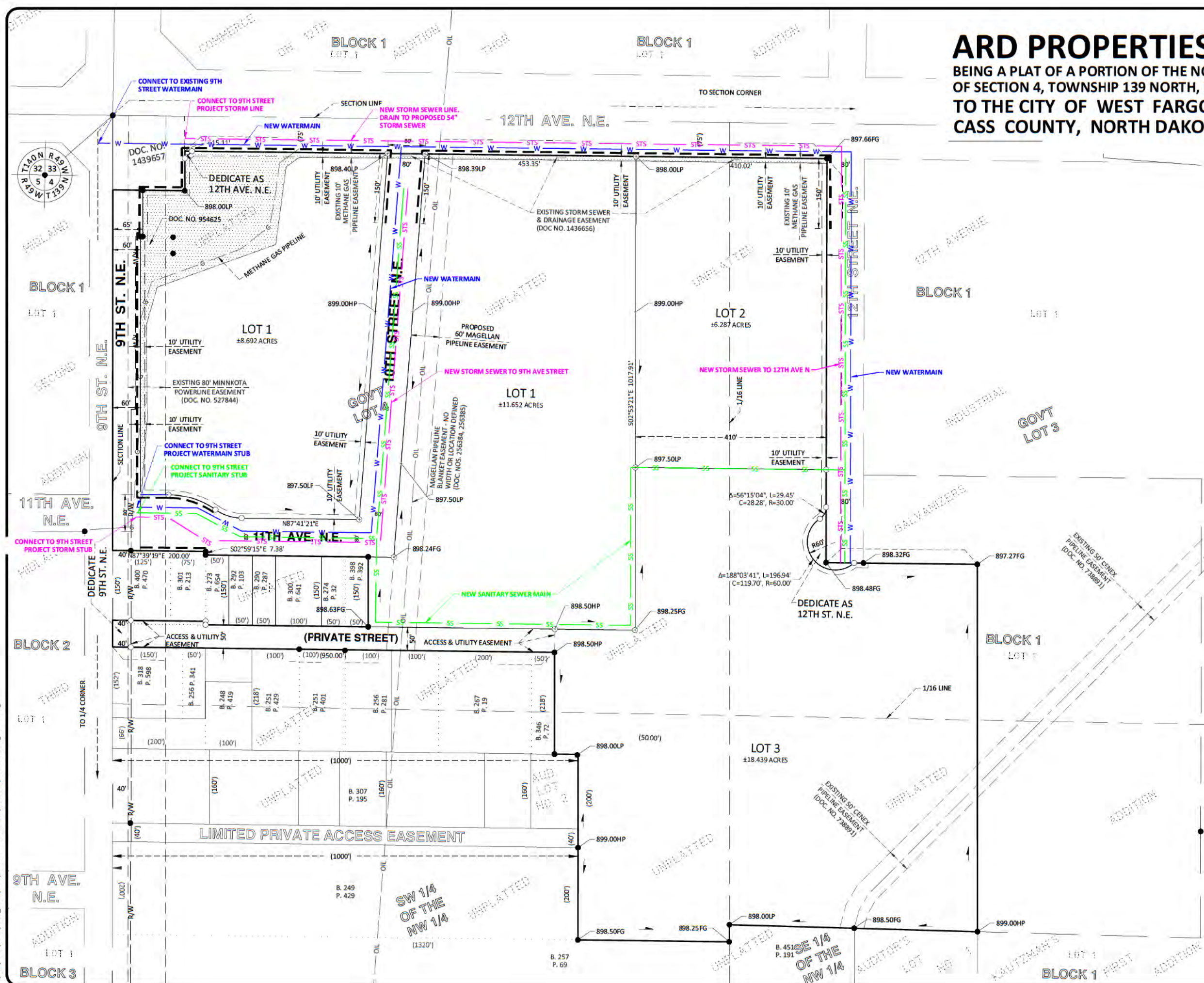
ARD Properties First Addition & CUP Lot 3, Block 2

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



ARD PROPERTIES FIRST ADDITION

BEING A PLAT OF A PORTION OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 139 NORTH, RANGE 49 WEST TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA



LEGEND

- IRON MONUMENT FOUND
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- PLAT DISTANCE (100.00')
- PLAT BOUNDARY
- EXISTING PLATTED LOT LINE
- OTHER EXISTING PROPERTY LINE
- NEW EASEMENT
- EXISTING EASEMENT
- ACCESS CONTROL
- EXISTING METHANE GAS PIPELINE EASEMENT (DOC. NO. 1748924)

BEARINGS SHOWN ARE BASED ON THE WEST FARGO COORDINATE SYSTEM.

ALL INDIVIDUAL LOTS WILL BE REQUIRED TO HAVE ONSITE STORMWATER MANAGEMENT FOR RATE CONTROL. ALLOWABLE RELEASE RATES TO BE BASED ON 9TH STREET STORMWATER STUDY

SANITARY SEWER FOR AREA TO BE CONNECTED AT 11TH AVE NE STUB. SANITARY LIFT STATION TO BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS

PRELIMINARY UTILITY AND DRAINAGE PLAN

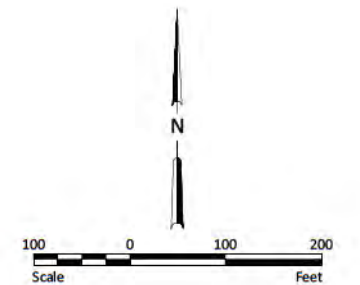
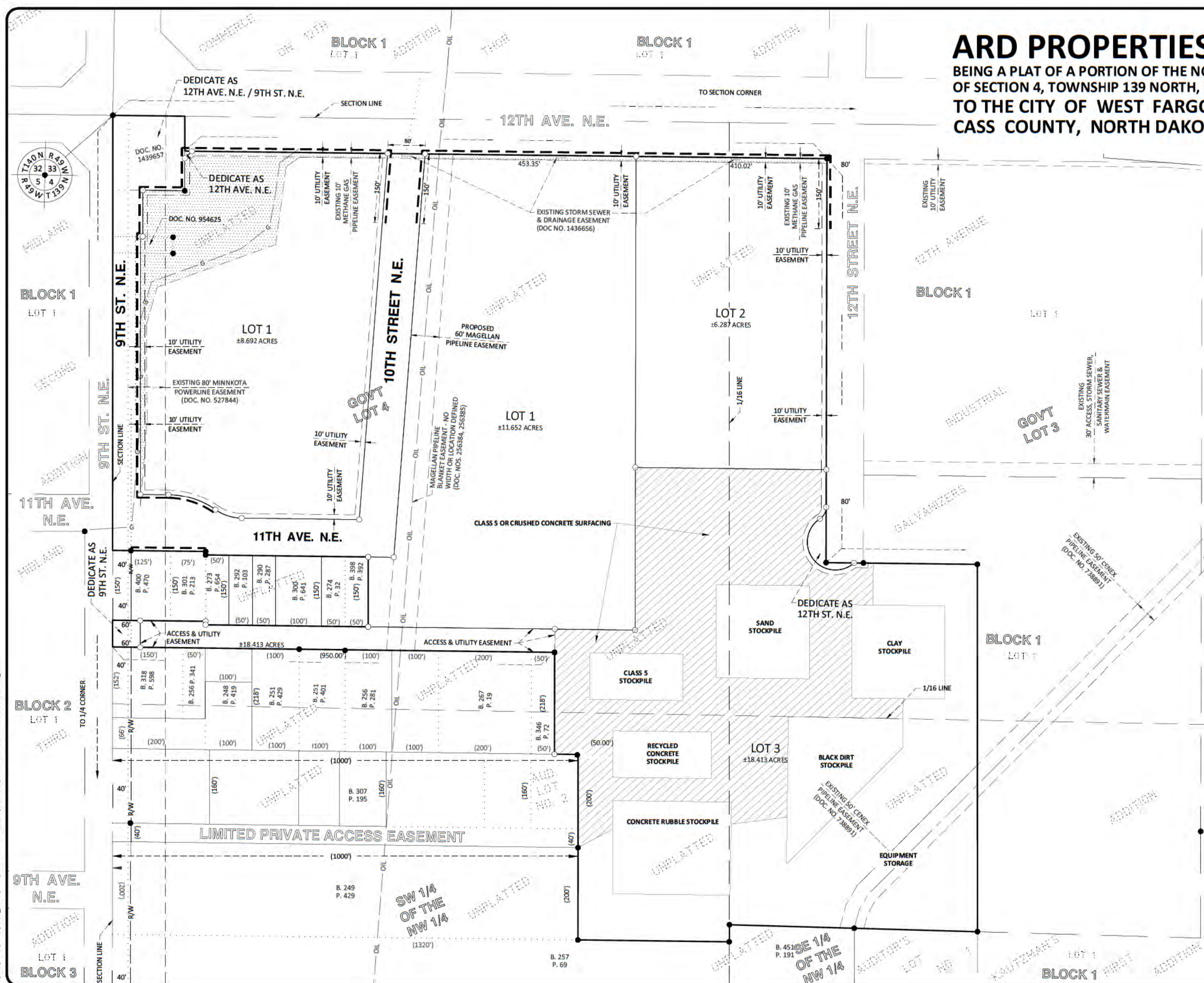
HOUSTON ENGINEERING, INC.

Sheet 1 of 2
Project No. 8205-0010

H:\JBM\8205\8205_0010\CAD\8205-0010 Preliminary ARD Properties Drainage Plan.dwg

ARD PROPERTIES FIRST ADDITION

BEING A PLAT OF A PORTION OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 139 NORTH, RANGE 49 WEST TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA



LEGEND

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MEASURED BEARING	N00°00'00"E
PLAT OR RECORDED BEARING	(N00°00'00"E)
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OTHER EXISTING PROPERTY LINE	—————
HISTORIC TRACT LINE
NEW EASEMENT	-----
EXISTING EASEMENT	-----
ACCESS CONTROL	-----
EXISTING METHANE GAS PIPELINE EASEMENT (DOC. NO. 1748924)	-----
BEARINGS SHOWN ARE BASED ON THE WEST FARGO COORDINATE SYSTEM.	

PRELIMINARY SITE PLAN

HOUSTON ENGINEERING, INC.
 Sheet 1 of 2
 Project No. 8205-0010

H:\JBM\8205\8205-0010\CAD\8205-0010 Preliminary ARD Properties First Addition SITE PLAN.dwg



January 26, 2026

Curt Skarphol
Senior Land Surveyor, Principal
Houston Engineering, Inc.

RE: ARD Properties First Addition - Public Dedication

Dear Curt Skarphol,

The West Fargo Park District has received your plan for development of the ARD Properties First Addition.

The West Fargo Park District requests that the public dedication be satisfied using cash-in-lieu of land, allocated for use by the West Fargo Park District.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Josh Mathern", written in a cursive style.

Josh Mathern
Operations Director
West Fargo Park District

CC: Aaron Nelson, aaron.nelson@westfargond.gov
Trent Duda, trent.duda@esi-nd.com
Brian Pattengale, bpattengale@houstoneng.com

Conditional Use Permit

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

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

WHEREAS, the **Applicant** is the legal owner of property located at 1001 12th Avenue NE, West Fargo, North Dakota 58078 (hereinafter referred to as the “**Property**”), legally described as:

Lot 3, Block 2 of ARD Properties First Addition of a part of the Northwest Quarter of Section Four, in Township One Hundred Thirty-nine North of Range Forty-nine West of the Fifth Principal Meridian, situate in the City of West Fargo, the County of Cass and the State of North Dakota.

NOW, THEREFORE, the West Fargo City Commission hereby issues a Conditional Use Permit to:

Allow for crushing and stockpiling of sand, gravel, or fill dirt and any other materials on Lot 3, Block 2 ARD First Addition as provided for as a conditional use in M - Heavy Industrial Zoning in 4-429.3.8 of City Ordinances

on the above-described Property with the following conditions:

1. The **Applicant** obtains a Construction Stormwater Permit from the City Engineering Department prior to commencing any crushing or stockpiling on the Property.
2. The **Applicant** obtains an Air Quality Permit from the North Dakota Department of Environmental Quality prior to commencing any crushing on the Property.
3. Stockpiling and crushing operations must be in compliance with all local, State and Federal air quality requirements.
4. No crushing when sustained windspeeds exceed 15 mph as measured at the nearest National Weather Service reporting station.
5. Crushing operations are limited to no more than a total of 28 individual days each calendar year.

6. The use of a water spray dust suppression system must be used during crushing operations. The dust suppression system must be properly sized to meet industry standards.
7. Site and operations to be consistent with information in Planning and Zoning and City Commission packets.
8. Crushing operations must be set back at least 200 feet from all property lines of the Property.
9. Hours of operation are limited to 7am-10pm.
10. Any and all claims that arise or may arise against **Applicant**, its agents, servants, or employees while engaged in the use of the Property, shall in no way be the obligation of the City of West Fargo. Furthermore, **Applicant**, its agents servants, employees, or assigns shall indemnify, hold harmless, and defend the City, its officers, representatives, and employees against any and all liability, loss, costs, damages, expenses, claims, actions, or judgments, including attorneys' fees which the City, its officers, representatives or employees may hereafter sustain, incur, or be required to pay, in any way connected with the use of the Property or City actions related to the granting of this Conditional Use Permit.
11. Any improvements made to the Property in connection with this Conditional Use Permit shall be at the sole expense of the **Applicant** and shall not be the obligation of the City.
12. If **Applicant** fails to observe the terms and conditions of this Conditional Use Permit, the City may revoke this Conditional Use Permit. In such an event, the City will give **Applicant** at least a ten (10) calendar day notice of a revocation hearing for the Conditional Use Permit stating the time, place, and purpose of such hearing. Upon such hearing, the City may revoke this Conditional Use Permit. If this Conditional Use Permit is revoked, **Applicant** shall remove the conditionally permitted use from the Property by the date stated by the City Commission at the hearing. **Applicant** shall pay any and all reasonable attorney's fees and court costs associated with the City's enforcement of the terms of this Conditional Use Permit.
13. This Conditional Use permit will not be in effect until such time as:
 - a) it is executed and recorded with Cass County; and
 - b) the City of West Fargo is provided with recording information.
14. The obligations herein shall run with the Property and shall bind the **Applicant** and their successors and assigns.


15. Each provision, section, sentence, clause, phrase, and word of this Conditional Use Permit is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Conditional Use Permit.
16. The **Applicant** acknowledges receipt of this Conditional Use Permit and agrees to its terms and conditions.

(Signatures Appear on Following Three Pages)

Dated this 2 day of March, 2026.

APPLICANT:

ARD Properties, LLC

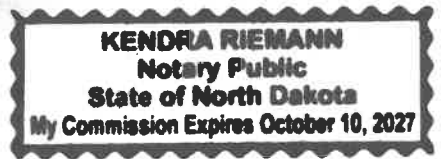

Name: Trent Duda
Title: President

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 2nd day of March, 2026, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Trent Duda, known to me to be the President of ARD Properties, LLC that is described in and who executed the above and foregoing document and acknowledged to me that he/she executed the same on behalf of ARD Properties, LLC.

(SEAL)


Notary Public



Dated this 11th day of MARCH, 2026.

MORTGAGEE:

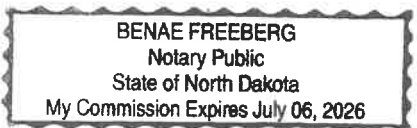
RBNF Real Estate LLC

Doyle Geeslin
Name: DOUGLAS GEESLIN
Title: PRESIDENT

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 11th day of MARCH, 2026, before me, the undersigned, a Notary Public in and for said county and state, personally appeared DOUGLAS GEESLIN known to me to be the PRESIDENT of RBNF Real Estate LLC that is described in and who executed the above and foregoing document and acknowledged to me that he/she executed the same on behalf of RBNF Real Estate LLC.

(SEAL)



Bena E Freeberg
Notary Public

CITY OF WEST FARGO

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

Dustin T. Scott, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Bernie L. Dardis and Dustin T. Scott, known to me to be the President of the Board of City Commissioners and City Auditor, respectively, of the City of West Fargo, that is is described in and who executed the above and foregoing document and acknowledged to me that they executed the same on behalf of the City of West Fargo.

(SEAL)

Notary Public

AGREEMENT

THIS AGREEMENT, made and entered into this 2 day of March, 2026, by and between ARD Properties, LLC, a North Dakota limited liability company (the "Developer"), and the City of West Fargo, a North Dakota municipal corporation (the "City").

WHEREAS, the Developer desires to plat and develop a piece of property in the City to be known as ARD Properties First Addition (the "Property"); and

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

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

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

1. The Developer hereby agrees that it will pay a total sum of \$269,326.04 in lieu of public dedication, which entire sum shall be paid prior to and as a condition precedent to the City recording the subdivision plat of ARD Properties First Addition.

2. The City agrees that it will review the plat of ARD Properties First Addition and, following regular procedures, will approve a plat of ARD Properties First Addition with payment in lieu of public land dedication in the amount set forth in paragraph 1 of this Agreement. Nothing in this Agreement shall be construed as exempting the plat of ARD Properties First Addition from complying with the City's subdivision ordinances as amended from time to time.

3. The City agrees that it will use the cash payment in lieu of public dedication

for the purpose of providing public uses and facilities which will benefit the general neighborhood of ARD Properties First Addition under the provisions of the subdivision regulations found under Title IV of the ordinances of the City.

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

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

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

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

8. This Agreement shall be controlled by the laws of the State of North Dakota, and any action brought as a result of any claim, demand, or cause of action arising under the terms of this Agreement shall be brought in State District Court in Cass County, North Dakota.

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

(Signatures Appear on Following 2 Pages)

CITY OF WEST FARGO

BY: _____
Its: President of the Board
of City Commissioners

BY: _____
Its: City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Bernie Dardis and Dustin T. Scott, known to me to be the President of the Board of City Commissioners and City Auditor, respectively, of the City of West Fargo, a North Dakota municipal corporation, that is described in and who executed the above and foregoing document and acknowledged to me that they executed the same on behalf of the City of West Fargo.

[SEAL]

Notary Public

DEVELOPER:

ARD PROPERTIES, LLC

BY: Trent Dude
Its: President

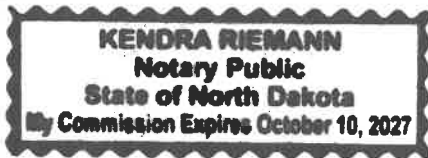
STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 2nd day of March, 2026, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Trent Dude, known to me to be the President of ARD Properties, LLC, a North Dakota limited liability company, that is described in and who executed the above and foregoing document and acknowledged to me that they executed the same on behalf of said limited liability company.

[SEAL]

Kendra Riemann

Notary Public





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

THIS SUBDIVISION IMPROVEMENT AGREEMENT (IMPROVEMENT DISTRICT AGREEMENT) (the “Agreement”) is entered into this ___ day of _____, 2026, by and among the City of West Fargo, North Dakota (the “City”), and ARD Properties, LLC (the “Developer”). The City and Developer are, collectively, the “Parties.”

WHEREAS, the Developer is the current legal and equitable owner of the parcel of land to be platted as Lot 1, Block 1, and Lots 1, 2, and 3, Block 2, of the proposed plat of ARD Properties First Addition to the City of West Fargo, Cass County, North Dakota (the “Property”); and

WHEREAS, the City is considering for approval the plat of the ARD Properties First Addition; and

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

WHEREAS, the Developer desires for the City to construct streets and water, sanitary sewer, and storm sewer infrastructure (the “Public Improvements”), which will be specially assessed against the Property.

NOW, THEREFORE, pursuant to the terms and conditions of this Agreement, the Parties agree as follows:

I. PARTIES

1. The City, a North Dakota Home Rule Charter City, is vested with the authority to control access to its streets and municipal infrastructure. The City has authority to approve or disapprove of all subdivision plats within its territorial jurisdiction. The City has the express authority to withhold building permit approval for any structure on the Property for a failure by the Developer to comply with the terms and conditions of this Agreement.

2. The Developer is a legally recognized North Dakota limited liability company, with the authority to own and develop land. The Developer is the legal and equitable owner of the Property and is expressly authorized to execute this Agreement as such. Additionally, the individual signing this Agreement is expressly authorized to execute this Agreement on behalf of the Developer.

II. JURISDICTION

1. The Developer agrees to submit to the authority of the City. The Developer agrees and acknowledges that it and its successors and assigns, as applicable, must receive approval from the City for any proposed other or further platting and zoning and for building permits and any other permits required by the City with respect to the Property, including the conditional use permit sought by the Developer for the Property. The Developer shall maintain all permits and operate in accordance therewith.

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

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

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

5. The Developer has submitted a final plat of the ARD Properties First Addition, which will be considered by the City Commission on _____, 2026. The Developer agrees to comply with all provisions of City zoning and subdivision ordinances.

III. IMPROVEMENTS

1. Public Improvements and Security

A. The Developer will petition the City to create an improvement district (the “Improvement District”) for the Public Improvements. The City will create the Improvement District and will contract for the Public Improvements to be constructed the Property. The City will assess the cost of the Public Improvements against the benefited properties in the Improvement District. The Property will constitute at least a majority, if not all, of the benefited property in the Improvement District. The Public Improvements must be constructed prior to the City granting a certificate of occupancy to the Developer for the Property.

B. The Developer expressly waives the right to protest the creation of the Improvement District and waives any objection to any irregularity with the process of

ordering the Public Improvements and the special assessment process for the Public Improvements. This waiver includes a waiver to any objection to the amount of the special assessments levied against the Property, including any and all claims that such special assessments are excessive, arbitrary, capricious, or unreasonable. Further, the Developer waives all rights to appeal such action of the City to a court. This waiver is express, and the Developer acknowledges that it is waiving any and all rights to protest and to appeal the special assessment of the Property. Additionally, if the Developer transfers ownership of any parcels of the Property, the Developer is responsible for notifying subsequent owners of the special assessments associated with the Public Improvements.

C. To provide the City security for the construction of the Public Improvements, the Developer must execute a promissory note in a commercially reasonable form mutually agreed upon by the Parties in a total amount equal to fifty percent (50%) of the engineer's estimated costs of the Public Improvements to be assessed against the Property relating to the improvements associated with the Improvement District. The City may only draw upon the promissory note upon the conditions set forth in this Agreement. There shall be no interest due on the promissory note, except if payment is not made when demanded as provided in the promissory note and for post-judgment interest, if any. The Developer is not required to provide the above-described promissory note until after filing its petition for the Public Improvements with the City; the City will not enter a contract for the Public Improvements until this Agreement has been fully executed and the above-described promissory note has been executed and delivered to the City.

D. The Developer agrees that, pursuant to this Agreement, the special assessments levied for construction of the Public Improvements on lots of the Property that have not been Developed must be kept from being In Default. For purposes of this Agreement, In Default means that all special assessments on any lot of the Property may not become three (3) years' delinquent. A special assessment becomes one (1) year delinquent if it is not paid by March 2 of the next year after the special assessment is levied in the fall. The entire three (3) years of unpaid special assessments are deemed In Default when any lot becomes three (3) years' delinquent.

E. It is agreed between the Parties that if special assessments on lots of the Property that have not been Developed are not paid as set out in the preceding paragraph, the City Auditor of the City of West Fargo shall give written notice to the Developer of the lots of the Property for which special assessments are In Default as of March 1 of the appropriate year. The City Auditor shall notify the Developer that if the entire amount of special assessments In Default are not paid by March 16 of that year, or within thirty (30) calendar days of the mailing of the notice by certified mail, whichever is later, that the City Auditor will direct the City Attorney to commence litigation to collect on the promissory note of the Developer for the full amount In Default. The Developer has the option of not paying special assessments on lots that the Developer does not own but instead making a payment directly to the City Auditor for the amount In Default on those lots, with payment being placed in the appropriate Bond Fund, as defined herein.

F. Alternatively, even if the special assessments are not In Default, if the City Auditor determines that the bond sinking fund of the bond issue out of which the Public

Improvements for the Improvement District were financed (the “Bond Fund”) has insufficient funds to make the next principal and interest payment coming due on those bonds, the Developer agrees, within thirty (30) calendar days of the written request of the City Auditor, to make payments on delinquent special assessments covered by this Agreement in an amount equal to the deficiency determined by the City Auditor so the City is in a position to provide the full payment of principal and interest on the next bond payment date; provided, however, the maximum amount the Developer has to pay will be capped by the total amount of delinquent special assessments on lots of the Property. The Developer has the option of not paying special assessments on lots that the Developer does not own, but instead making a payment directly to the City Auditor for the amount delinquent on those lots, which will be placed in the Bond Fund. If the Developer does not make the required payment within the thirty (30)day period, the City Auditor will direct the City Attorney to commence litigation to collect on the promissory note of the Developer for the full amount of such deficiency, up to the maximum amount of delinquent special assessments on lots of the Property.

G. If the City has to commence litigation to collect on the promissory note and is successful, the prevailing party shall be entitled to recover its reasonable attorney’s fees and costs. Upon receipt of funds from the promissory note after litigation is commenced (whether by judgment or settlement), the City shall first reimburse itself for all costs of the litigation, including attorney’s fees, then place the remaining funds into the Bond Fund. The City will not apply those sums to pay special assessments on any property covered by this Agreement, but those sums will be used to pay principal and interest payments on

outstanding bonds which were used to finance the Public Improvements in the Improvement District. The City will reduce the promissory note given by the Developer by an amount equal to the amount recovered in a court action or paid directly by the Developer to the City and placed into the Bond Fund without paying special assessments.

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

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

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

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

K. The Developer agrees that the promissory note issued pursuant to this Agreement is to be used to secure payment of special assessments covered by this

Agreement which are delinquent or In Default as provided on all lots of the Property. The Developer's obligation to pay special assessments on lots is only extinguished when that lot is Developed, or when all special assessments for that lot, certified or uncertified, for the Improvement District are paid. For purposes of this Agreement, the term Developed means a structure for which a building permit has been granted by the City has been constructed on the lot. The sale, tax sale, transfer, or other disposition of any lot covered by this Agreement shall have no effect on the obligation of the promissory note.

L. The City Auditor shall reduce the principal amount of the promissory note issued hereunder upon fifty percent (50%) of the lots being Developed. At that time, assuming there is not a deficiency in the Bond Fund, the principal amount of the promissory note will be reduced by fifty percent (50%). After seventy-five percent (75%) of the lots are Developed, and assuming there is no deficiency in the Bond Fund, the City Auditor shall release the promissory note.

M. All Public Improvements shall be constructed on property platted as public right-of-way so as to allow the City to service said infrastructure; provided, however, in the event any portion or portions of the Public Improvements are constructed on private property, within the discretion of the City, the Developer shall deliver to the City a recordable easement giving the City perpetual access to that portion constructed on the Property.

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

2. Water Supply and Wastewater Management

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

B. Sanitary sewer services to the Property will also be supplied by the City.

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

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

3. Stormwater Management

A. The Property does not benefit from existing regional stormwater retention in the area, however there is pipe conveyance for up to 65% impervious surfaces. This will require the on-site retention to only release existing current runoff from the area which could be accomplished on a per parcel design or by providing a more regional storm water pond. If the stormwater pond is intended to be turned over to the City for ownership or maintenance, transfer shall be completed via a platted property dedicated to the public or via an easement allowing adequate area for access and maintenance.

B. The Developer may request for regional stormwater retention improvements to be included within the Public Improvements. If not requested, the Developer agrees to comply with the City's stormwater retention ordinances and regulations. This includes preparing a stormwater management plan, analyzing pre-development versus post-development runoff conditions and providing on-site storage and/or treatment sufficient to mitigate any increase in runoff resulting from development.

C. The Developer is additionally responsible for developing a drainage plan which must be designed in accordance with City standards and approved by the City Engineer. It is anticipated that, as individual sites within the Property develop, the drainage system will evolve to incorporate a combination of surface stormwater basins and underground storm sewer infrastructure.

4. Wetland Mitigation. The Developer submitted a wetland delineation report that indicates wetlands may be present on the property. Prior to the City moving forward with an Improvement District for Public Improvements, Developer shall have all wetlands delineated, a jurisdictional determination completed and all potential mitigation of wetlands completed.

5. Landscaping. The Developer agrees to landscape the Property in accordance with all applicable City ordinances. Additionally, the Developer agrees and acknowledges that it is responsible for maintaining the boulevard areas from the property line to the street in accordance with Chapter 3-03 of the Municipal Ordinances.

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

IV. GENERAL MATTERS

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

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

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

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

4. In addition to releasing and holding the City and its officers and employees harmless from any and all claims, liability, losses, costs, damages, expenses, actions, or judgments arising out of or related to the construction and installation of Public Improvements, the Developer agrees to indemnify and defend the City and its officers, representatives, and employees from any and all claims, liability, losses, costs, damages, expenses, actions, or judgments brought against the City relating to or arising out of the Developer's or its employees' or agents' construction and installation of improvements to the Property. Said indemnification shall include, *inter alia*, attorney's fees; damages whether punitive, economic, or compensatory; and costs and disbursements. Said indemnification shall not include punitive damages. N.D.C.C. § 9-08-02.1.

This paragraph, however, shall not apply to suits against the City arising out of its negligence or intentional acts, or those of its employees, officers, or representatives. The Developer specifically agrees and acknowledges that this indemnification provision shall survive until six (6) years after the issuance of the final certificate of occupancy for the Property.

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

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

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

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

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

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

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

12. This Agreement shall be recorded solely against the Property, after recording of the plat of the ARD Properties First Addition.

13. This Agreement shall be controlled by the laws of the State of North Dakota, and any action brought as a result of any claim, demand, or cause of action arising under the terms of this Agreement shall be brought in State District Court in Cass County, North Dakota.

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

(Remainder of page intentionally left blank.)

CITY OF WEST FARGO

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

ATTEST:

Dustin T. Scott, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this ____ day of _____, 20 ____, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Bernie L. Dardis and Dustin T. Scott, the President of the Board of City Commissioners and City Auditor of the City of West Fargo, North Dakota, respectively, known to me to be the persons who are described in and who executed the above and foregoing document and acknowledged to me that they executed the same.

[SEAL]

Notary Public

ARD PROPERTIES, LLC

By: _____
Its: _____

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

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

[SEAL]

Notary Public

January 30, 2026

City of West Fargo Planning & Zoning
Attn: Steve Iverson, Senior Planner
West Fargo City Hall
2515 6th Street E
West Fargo, ND 58078

RE: Conditional Use Permit
1001 12th Ave NE (proposed Block 1 Lot 3 of ARD Properties First
Addition)

Dear Mr. Iverson:

This letter is in reference to the Conditional Use Permit requested for property located at 1001 12th Ave NE (proposed Blk 1, Lot 3 of ARD Properties First Addition).

I am one of the owners of Galvanizers Inc. and K & K Construction & Repair, Inc. On behalf of my companies and several others in and around the surrounding area, I'm the appointed representative & primary contact for this matter. It is our position, and we hereby respectfully request, this permit be denied. As a group, we collectively provide you with the following concerns for our businesses, as follows:

1. Safety & Well-being of Employees. 29 CFR 1926.1153—OSHA's Respirable Crystalline Silica standard. OSHA strictly regulates cement dust inhalation due to the high levels of respirable crystalline silica. Breathing in these cement particles creates unsafe work conditions, and we have grave concerns of the health risks associated with inhaling cement dust such as chronic respiratory issues, bronchitis, wheezing, etc. These types of conditions are problematic, damaging to employees and customers alike, and create lost workdays which can affect productivity.

The surrounding businesses may need to implement costly safeguards by adding extra equipment & controls which may include exhaust ventilation and additional respiratory protection. It's also well documented that workers exposed to silica at or above the action level for 30 or more days per year may need chest X-rays and lung tests.

2. Noise Exposure. We understand that loud noises are prevalent in and around this industrial area. However, exposure to high levels of noise can cause permanent hearing loss. Neither surgery nor a hearing aid can correct this type of loss. Short term exposure to loud noise can cause a temporary change in hearing (ears may feel plugged) or ear tinnitus. While these may seem like normal things, repeated exposure can lead to permanent ringing and/or hearing loss. The loading and constant crushing of concrete may exacerbate individuals' hearing impairment.

Loud noise can also create physical and psychological stress, reduce productivity, interfere with communication and concentration, and contribute to workplace accidents and injuries by making it difficult to hear warning signals. The effects of noise induced hearing loss can have similar profound effects.

3. Airborne Dust/Nuisance. 29 CFR 1910.1000—OSHA's Particulates Not Otherwise Regulated and often referred to as "nuisance dust." Dust Safety standards mandate controlling workers' exposure to airborne dust. Crystalline Silica is problematic as previously discussed. This facility would create nuisance dust and will create havoc with neighboring high-performance machinery, electrical components, and additional costs associated with cleaning and maintaining effective operations.
4. Valuation. A concrete crushing facility will almost certainly decrease land value and affect rental prices for all surrounding businesses and

City of West Fargo Planning & Zoning
Attn: Aaron Nelson, Planning Director
January 30, 2026
Page 3

individuals that currently own property in this area. It will have a direct impact on future developments that may occur otherwise. This is not a welcome addition to anyone in the area.

In 2023, a crushing facility situated near 45th Street North and 40th Avenue North was proposed; however, it was seemingly rejected for these same concerns/reasons.

On behalf of Galvanizers Inc., and K & K Construction & Repair, Inc., I think it's important to note that in the Fall of 2025, Galvanizers Inc. finalized the purchase of land to the north of our current site and prior to the ARD Properties purchase of the land. A crushing site will deter my primary sector business from expanding as we had planned.

A facility like this will certainly lower any future business opportunities from developing and/or moving into that property, should we no longer seek to expand for the reasons listed above. This, in turn, may cause financial hardships to my company and its current operation.

The components of concrete dust are considered a hazard under OSHA Safety Standards, and it would certainly cause a great deal of hardship to our galvanizing process. The constant & repetitive particles of dust & debris will cause shorter lifespan to our equipment, tanks, and certainly the finalized/finished galvanizing product.

Our facility also operates a multitude of other sensitive equipment including plasma tables, drill tables, and drill lines that may not operate with the required precision due to the extra vibration/shaking that a crushing plant will produce. That type of movement can throw off the machine's holes and cut lines, leading to reduced quality and accuracy of finished product.

For the foregoing reasons we respectfully implore the Planning and Zoning Commission to deny the request for a Conditional Use Permit.

City of West Fargo Planning & Zoning
Attn: Aaron Nelson, Planning Director
January 30, 2026
Page 4

Respectfully Submitted,

 _____ GALVANIZERS, INC.	 _____ K & K Construction & Repair, Inc.
 _____ Elite Properties	 _____ Elite Curbing
 _____ Premier Construction	 _____ Collie Equipment & Mfg., Inc.
 _____ Craig Runck	 _____ Lannie Runck

<p><i>Kim Voltz</i> _____ Kim Boltz Voltz</p>	<p><i>[Signature]</i> _____ CNW Holdings</p>
<p><i>Duane Hager</i> _____ Duane Hager</p>	<p><i>[Signature]</i> _____ WMF Properties / Weisgram Metal Fab</p>
<p>_____</p>	<p>_____</p>
<p>_____</p>	<p>_____</p>

Falcon, LLC
5645 12th Ave N
Fargo, ND 58102

February 2, 2026

City of West Fargo Planning and Zoning Commission:

RE: Conditional Use Permit for 1001 12th Ave NE

We are writing this letter in opposition to the proposed stockpile aggregate and crushed concrete center near our property located at 5645 12th Ave N in Fargo. This will have a negative impact on our property in the following ways:

1. Aggregates and crushed concrete will create environmental issues with dust and particles in the air that will be unhealthy for our tenants and cause potential damage to our building.
2. During operating hours, there will be noise that will impact our tenants.
3. There will be an increase in volume of heavy-duty trucks on an already busy road without a stop light intersection to control the flow of traffic. As well as an increase in the amount of road debris that will occur due to the trucks.
4. An aggregate plant on the south side of the road will make the professional business on the north side of the road less appealing to customers.

Please take our comments into consideration when making your decision. Thank you.

Sincerely,



Samantha Johnston

Falcon, LLC

From: [REDACTED]
To: [Steve Iverson](#)
Subject: RE: Conditional Use Permit for 1001 12thAve N
Date: Monday, February 2, 2026 3:56:04 PM

United Amusement Inc
1212 55th Street North
Fargo ND 58104

City of West Fargo Planning Commission

Im writing this letter in opposition and against the proposed crushed aggregate and concrete plant. The plant would be located directly across from our offices and would have a negative impact on our businesses. The amount of mud and debris and noise those trucks would leave would have a terrible impact on our businesses and detour new businesses from renting our shops.

Thanks John Krumm

[REDACTED]

From: [REDACTED]
To: [Steve Iverson](#)
Subject: RE: Notice of Public Hearing for 1001 12th Ave NE.
Date: Monday, February 2, 2026 6:14:24 PM
Attachments: [image001.png](#)

Attn. Steve Iverson

I am writing to express my strong opposition to the Conditional Use Permit notification for 1001 12th Ave NE. As the proprietor of a shop condo at 5649 12th Ave. N Unit #14, Fargo ND 58102, where I am establishing a Scandinavian-inspired window and door showroom featuring H-Window high-performance products, I have serious concerns about this proposed business operating near mine.

My objections are comprehensive and significant. The concrete crushing operation produces substantial airborne particles that can spread extensively based on prevailing winds. Additionally, the crushing machinery generates excessive noise pollution measuring 85-95 decibels at the source. Most significantly, the potential traffic congestion from additional heavy, slow-moving vehicles is concerning, as traffic flow along 12th Ave is already challenging during morning hours, making business access difficult. The addition of heavily loaded trucks will likely cause substantial traffic delays due to their slower acceleration capabilities.

I firmly believe that approving this type of operation within the industrial park would constitute a significant planning oversight. Such operations would be more suitably situated outside city limits where they would have minimal impact on neighboring businesses and property values.

Respectfully Submitted



Randy S. Rust

Midwest Sales Manager, Partner

mobile [REDACTED]
hwindow.com

New Showroom Opening Soon:

**5649 12th Ave N Unit #14
Fargo, ND 58102**



Uptown Real Estate
5645 12th Ave N #1
Fargo, ND 58102

February 2, 2026

City of West Fargo Planning and Zoning Commission:

RE: Conditional Use Permit for 1001 12th Ave NE

We are writing this letter to oppose the proposed stockpile aggregate and crushed concrete center near our business office at 5645 12th Ave N Unit 1 in Fargo. This will have a negative impact on our business in the following ways:

1. Traffic on the roadway will increase with the trucks hauling in and out of the concrete center. We have a steady flow of customers throughout the day and that will impact how easily they can access our business.
2. We chose to relocate our Real Estate and Property Management company to this area due to the newly developed and attractive looking properties that have recently been constructed. The addition of a concrete plant will make this area less attractive to our current and potential customers.
3. There will be noise and environmental factors, such as dust and road debris, that will make the area unpleasant.

Please take our comments into consideration when making your decision. Thank you.

Sincerely,

Samantha Johnston
Broker
Uptown Real Estate

Jo Kvamme
Realtor
Uptown Real Estate

Jay Krabbenhoft
Realtor
Uptown Real Estate

The Nordick Group LLC

825 12th Avenue NE, West Fargo, ND, 58078

February 4, 2026

City of West Fargo Planning and Zoning

2515 6th Street East

West Fargo, ND 58078

The purpose of this letter is to support the application for a Conditional Use Permit for Lot 3, Block1 of ARD Properties First Addition.

I believe that The Nordick Group is the largest property owner within half a mile of the proposed site. Stockpiling aggregate and crushing concrete is a logical and compatible use for property that is essentially landlocked between a salvage yard and the Fargo landfill. Several other sites within a mile of this site already stockpile aggregate and crush concrete.

The Nordick Group has contracted with Trent Duda, the owner of Earthwork Services, from time to time over the last ten years for site work within our development. Without exception, our experience with Mr. Duda and Earthwork Services has been positive. Mr. Duda is responsible and accountable. His integrity has been flawless.

Please approve ARD Properties' application for a Conditional Use Permit.

Respectfully submitted,

The Nordick Group LLC



Douglas Geeslin, President

Item Title: CIP Project – Tree Planting – 9th St. W. from 32nd Ave. to 52nd Ave.

Presented By: Senior Director of Public Works Matthew Andvik and Director of Public Works Services Logan Jacobson

Requested Action/Staff Recommendation: Approve Tree Planting Contract

Background & Project Summary:

This area was identified in the 2024 CIP as a planting project to add boulevard trees to this corridor. The project limits would be 9th St. W. from 32nd Ave. to 52nd Ave. The planting project includes the planting, care and warranty for 129 trees, along east and west boulevards.

Attached Supporting Documents:

- Tree Planting RFP (includes Planting Plan)
- Bid Results
- Tree Planting Contract

Financial Impact:

Project cost was bid out in Request for Proposals. The selected bid is \$52,000.00 from Green Earth Landscaping LLC. This project will be funded by Capital Improvement Sales Tax.

Policy Alignment:

This project increases canopy coverage in the City of West Fargo and completes planned corridor boulevard plantings.

Process/Timeline:

Trees will be planted in the early summer, maintained by the contractor for two years. Once planting begins, the project will be 3-6 weeks in duration. The project also includes a tree warranty, any trees that die will be replaced after two years.



9th St. W. (32nd Ave. to 52nd Ave.) - Bid Results

<u>Company</u>	<u>Price</u>
Curb to Curb LLC	\$67,900.00
GreenEarth Landscaping LLC	\$52,000.00
JT Lawn Services & Landscaping	\$60,325.00
Klasen's Greenhouse LLC	\$234,349.02
MGI Landscapes & Outdoor Living	\$116,840.00
MNL	\$121,576.88
Opp Construction, LLC	\$66,780.00
S & S Landscaping Co. Inc.	\$70,660.00
SCS- Fargo LLC	\$110,575.00
Turf Tamers	\$84,075.00

Selected Company: GreenEarth Landscaping LLC

SERVICES AGREEMENT
TREE PLANTING SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2026 (the “Effective Date”), by and between the City of West Fargo, a North Dakota political subdivision, (the “City”) and GreenEarth Landscaping LLC, a North Dakota limited liability company (“Contractor”).

RECITALS

WHEREAS, the City desires to hire a contractor to provide professional tree planting services, specifically along 9th St. W.; and

WHEREAS, Contractor provides professional tree planting services and desires to provide these services to the City; and

WHEREAS, the City deems Contractor to be capable of providing professional tree planting services and desires to hire Contractor to provide these services along portions of 9th St. W. according to the terms and conditions outlined under this Agreement.

NOW THEREFORE, in consideration of the parties’ mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereby agree as follows:

AGREEMENT

I. Purpose

The purpose of this Agreement is for Contractor to provide tree planting services to the City along portions of 9th St. W. in return, the City will compensate Contractor for services rendered.

II. Scope of Services

Contractor will perform the tree planting services as set forth under this Agreement. Contractor has discretion to perform the services as weather conditions permit.

Tree Planting Services: Provide healthy stock, grown in a nursery and reasonably free of die-back, disease, insects, eggs, bores, and larvae. At the time of planting all plants shall have a root system, stem, and branch form that will not restrict normal growth, stability and health for the expected life of the plant. All planting must follow specifications and details.

Property Damage: Contractor will be solely and wholly financially liable for any damaged property as a result of Contractor’s, or its employees, agents, or representatives, services provided under this Agreement. Contractor agrees to repair or replace any damaged real or personal property to its previous condition before the damage occurred. Failure of Contractor to repair or replace damaged real or personal property will result in the City repairing or replacing the damaged real or personal property and assessing the expenses to Contractor.

III. Property

The Scope of Services described above covers the property as shown in the map attached as **Exhibit A**.

IV. Responsibility of the City

The City will oversee the execution of this Agreement and disbursing of funds.

V. Contractor's Compensation and Method of Payment

The City will reimburse Contractor for services rendered per tree as shown in the RFP attached as **Exhibit B**. All final invoices shall be submitted no later than December 1 of the contract year.

VI. Term

This Agreement commences on the Effective Date and expires on December 31st, 2026, unless terminated sooner as provided under this Agreement.

VII. Termination

This Agreement may be terminated at will by either party after giving ten (10) days' written notice to the other party.

VIII. Assignability

This Agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

IX. Indemnification

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described under this Agreement.

X. Insurance

Contractor will, at Contractor's sole cost and expense, provide and maintain during the term of this Agreement a blanket or general liability insurance policy against claims for personal injury, death, or property damage occurring in connection with the Scope of Services, said policy will have limits of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate.

XI. Requirements for Insurance

Insurance policies or riders required by this Agreement must: (i) be taken out by Contractor before Contractor provides any services described under the Scope of Services; (ii) be maintained with responsible insurance companies organized under the laws of the United States and qualified to do business in the State of North Dakota; (iii) contain a provision that the insurer will not cancel or revise coverage thereunder without giving written notice to Contractor as an insured party and to the City as an additional insured at least thirty (30) days before cancellation or revision becomes effective; (iv) name Contractor as an insured party and the City as an additional insured; (v) be in accordance with specifications approved by the insurance advisor for the City; and (vi) be evidenced by a Certificate of Insurance listing the City as an additional insured, which will be filed with the City.

XII. Contractor Records

Contractor shall maintain accurate and updated records of all reimbursable services provided to the City under the terms of this Agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or its authorized representatives, shall have access to any records of Contractor pertinent to this Agreement.

XIII. Monitoring and Evaluating

The City may monitor and evaluate Contractor's progress and performance to assure that the terms of this Agreement are being satisfactorily met. Contractor shall cooperate with the City relating to such monitoring and evaluation.

XIV. Relationship of Parties

Contractor is an independent contractor under this Agreement, not the agent or employee of the City. Contractor is solely responsible for its acts and the acts of its employees, agents, or representatives.

XV. Conflict of Interest

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this Agreement.

XVI. Severability

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

XVII. Governing Law

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

XVIII. Entire Agreement

The provisions as set forth herein, and any exhibits hereto, constitute the entire agreement between the parties.

XIX. Effective Date

This Agreement becomes effective upon the date of the last signature appearing below.

IN WITNESS WHEREOF, the parties executed this Agreement on the dates written below.

Date: _____

GreenEarth Landscaping LLC

By: _____

Its: _____

Date: _____

CITY OF WEST FARGO

Bernie L. Dardis, President of the Board

ATTEST:

Dustin Scott, City Administrator



CIP Tree Planting Project - Location 9th St. W.





REQUEST FOR PROPOSALS (RFP)

TREE PLANTING – 9th St. W. (32nd Ave. W. to 52nd Ave W.)

Published: Monday, March 9th, 2026

GENERAL INFORMATION

The City of West Fargo, North Dakota (City) is requesting proposals from qualified firms for tree planting services. The project will involve furnishing and planting of trees on 9th St W. RFP packages will be accepted until noon Friday, March 27th, 2026.

The City reserves the right to cancel this RFP in writing or postpone the date and time for submitting proposals at any time prior to the proposal due date. The City by this RFP does not promise to accept the lowest cost or any other proposal and specifically reserves the right to reject any or all proposals, to waive any formal proposal requirements, to investigate the qualifications and experience of any Proposer, to reject any provisions in any proposal, to modify RFP contents, to obtain new proposals, to negotiate the requested services and contract terms with any Proposer, or to proceed to do the work otherwise.

In order to be fair to all proposers, no oral interpretations will be given to any proposer, as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing. Based on such inquiry, the WFPW may choose to issue an Addendum in accordance with local state laws.

The City hereby notifies all proposers that it will affirmatively insure that in regard to any contract entered into, pursuant to this request, minority business enterprises will be afforded full opportunity and are encouraged to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. The City reserves the right to accept or reject any and all proposals that are in the best interest of the City.

Free digital RFP project documents will be available at <https://www.westfargond.gov/Bids.aspx> or by contacting Chad Zander, West Fargo Forester at (701) 515-5400 or Chad.Zander@westfargond.gov

Hard copies should be shipped to ensure timely delivery to the contact as defined below, electronic submissions are allowed.

Chad Zander, City of West Fargo Forester
810 12th Ave. NW
West Fargo, ND 58078

Office: (701) 515-5400
Fax: (701) 515-5419
Email: chad.zander@westfargond.gov

Proposals will be viewed at 9 a.m. Monday, March 30th, 2026, at West Fargo Public Works (810 12th Ave. NW West Fargo, ND 58078).

TREE PLANTING**1) Specification**

The specification shall not be interpreted as restrictive but rather as a measure of quality and performance against which all other materials will be compared. All materials furnished and methods of installation will meet or exceed City of West Fargo Tree Planting Specifications (attached).

2) Alternative Species

Contractor will be responsible for providing alternative species for any tree species they are unable to procure. This will be listed on the Base Bid form.

3) Minimum Size

All species of trees are required to be a minimum 1.25" caliper size.

4) Warranty

All trees installed shall be maintained for two (2) years and all dead trees replaced before final acceptance.

5) Mobilization

Mobilization item is for total mobilization to complete the project. Any recalls by the City to complete additional work will result in an additional mobilization payment. Any recalls by the City for correction work for defective product will not result in additional mobilization. A single mobilization may be for multiple days of project work.

6) Proposal requirements

Consultants wishing to be considered for this work must submit one (1) copy of their Base Bid form (attached).

7) Consultant Selection Process

- a) Evaluation will include, but not limited to the criteria below:
 - i) Price
 - ii) Ability to supply requested species of trees

- b) After a review of the proposals and the interview process, the City will then rank the candidates. The City will attempt to negotiate a satisfactory contract with that respondent. If the City is unable to reach agreement with the first respondent, the City will repeat the proposal/negotiation process with the second rated respondent, and then third rated respondents, if necessary.

Base Bid - Tree Planting Services

Description	Unit of Measure	Quantity	Unit Price including installation	Total Price
Prairie Stature Oak	EA	20	\$	\$
Princeton Elm	EA	20	\$	\$
Northern Acclaim Honeylocust	EA	20	\$	\$
Common Hackberry	EA	20	\$	\$
Prairie Horizon Alder	EA	20	\$	\$
Boulevard Linden	EA	20	\$	\$
Autumn Brilliance Serviceberry	EA	9	\$	\$
Mobilization	EA	1	\$	\$
BASE BID TOTAL				\$

Alternative Species:

Company _____

By: _____
(Name)

(Title)



TREE PLANTING

PART 1 – GENERAL

1.1 SUMMARY

- A. The scope of work includes all labor, materials, appliances, tools, equipment, facilities, transportation and services necessary for, and incidental to performing all operations in connection with furnishing, delivery, and installation of plants (also known as "trees") complete as shown on the drawings and as specified herein.
- B. The scope of work in this section includes, but is not limited to, the following:
 - 1. Locate, purchase, deliver and install all specified plants.
 - 2. Water all specified plants.
 - 3. Mulch, fertilize, stake, and prune all specified plants.
 - 4. Maintenance of all specified plants until the end of the warranty period.
 - 5. Plant warranty shall be 2 years
 - 6. Clean up and disposal of all excess and surplus material.
 - 7. Maintenance of all specified plants during the warranty period.

1.2 CONTRACT DOCUMENTS

- A. Shall consist of specifications and general conditions and the construction drawings. The intent of these documents is to include all labor, materials, and services necessary for the proper execution of the work. The documents are to be considered as one. Whatever is called for by any parts shall be as binding as if called for in all parts.

1.3 VERIFICATION

- A. All scaled dimensions on the drawings are approximate. Before proceeding with any work, the Contractor shall carefully check and verify all dimensions and quantities, and shall immediately inform the City of West Fargo of any discrepancies between the information on the drawings and the actual conditions, refraining from doing any work in said areas until given approval to do so by the City of West Fargo.

1.4 PERMITS AND REGULATIONS

- A. The Contractor shall obtain and pay for all permits related to this section of the work unless previously excluded under provision of the contract or general conditions. The Contractor shall comply with all laws and ordinances bearing on the operation or conduct of the work as drawn and specified. If the Contractor observes that a conflict exists between permit requirements and the work outlined in the contract documents, the Contractor shall promptly notify the City of West Fargo in writing including a description of any necessary changes and changes to the contract price resulting from changes in the work.
- B. Wherever references are made to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards and codes current on the effective date of

this contract shall apply, unless otherwise expressly set forth.

- C. In case of conflict among any referenced standards or codes or between any referenced standards and codes and the specifications, the more restrictive standard shall apply or the City of West Fargo shall determine which shall govern.

1.5 PROTECTION OF WORK, PROPERTY AND PERSON

- A. The Contractor shall adequately protect the work, adjacent property, and the public, and shall be responsible for any damages or injury due to his/her actions.

1.6 CHANGES IN THE WORK

- A. The City of West Fargo may order changes in the work, and the contract sum should be adjusted accordingly. All such orders and adjustments plus claims by the Contractor for extra compensation must be made and approved in writing before executing the work involved.
- B. All changes in the work, notifications and contractor's request for information (RFI) shall conform to the contract general condition requirements.

1.7 CORRECTION OF WORK

- A. The Contractor, at their own cost, shall re-execute any work that fails to conform to the requirements of the contract and shall remedy defects due to faulty materials or workmanship upon written notice from the City of West Fargo, at the soonest as possible time that can be coordinated with other work and seasonal weather demands.

1.8 DEFINITIONS

All terms in this specification shall be as defined in the "Glossary of Arboricultural Terms" or as modified below.

- A. Container plant: Plants that are grown in and/or are currently in a container.
- B. Defective plant: Any plant that fails to meet the plant quality requirement of this specification.
- C. End of Warranty Final Acceptance: The date when the City of West Fargo accepts that the plants and work in this section meet all the requirements of the warranty.
- D. Healthy: Plants that are growing in a condition that expresses leaf size, crown density, color; and with annual growth rates typical of the species and cultivar's horticultural description, adjusted for the planting site soil, drainage and weather conditions.
- E. Maintenance: Actions that preserve the health of plants after installation and as defined in this specification.
- F. Maintenance period: The time period, as defined in this specification, which the Contractor is to provide maintenance.
- G. Normal: the prevailing protocol of industry standard(s).
- H. City of West Fargo: The person appointed by the City to represent their interest in the review and approval of the work and to serve as the contracting authority with the Contractor. The City of West Fargo may appoint other persons to review and approve any aspects of the work.
- I. Reasonable and reasonably: When used in this specification relative to plant quality, it is intended to mean that the conditions cited will not affect the establishment or long term stability, health or growth of the plant. This specification recognizes that it is not possible to produce plants free of all defects, but that some accepted industry protocols and standards result in plants unacceptable to this project.

This specification recognizes that some decisions cannot be totally based on measured findings and that professional judgment is required. In cases of differing opinion, the City of West Fargo's forester shall determine when conditions are judged as reasonable.

- J. Root ball: The mass of roots including any soil or substrate that is shipped with the tree within the root

ball package.

- K. Root ball package. The material that surrounds the root ball during shipping. The root package may include the material in which the plant was grown, or new packaging placed around the root ball for shipping.
- L. Root collar (root crown, root flare, trunk flare, flare): The region at the base of the trunk where the majority of the structural roots join the plant stem, usually at or near ground level.
- M. Spade harvested and transplanted: Field grown trees that are mechanically harvested and immediately transplanted to the final growing site without being removed from the digging machine.
- N. Stem: The trunk of the tree.
- O. Substantial Completion Acceptance: The date at the end of the Planting installation where the City of West Fargo accepts that all work in these sections is complete and the Warranty period has begun. This date may be different than the date of substantial completion for the other sections of the project.
- P. Stem girdling root: Any root more than ¼ inch diameter currently touching the trunk, or with the potential to touch the trunk, above the root collar approximately tangent to the trunk circumference or circling the trunk. Roots shall be considered as Stem Girdling that have, or are likely to have in the future, root to trunk bark contact.
- Q. Structural root: One of the largest roots emerging from the root collar.
- R. Tree: a woody perennial plant, typically having a single stem or trunk growing to a considerable height and bearing lateral branches at some distance from the ground.
- S. Topsoil: Topsoil is the upper, outermost layer of soil, usually the top 5–10 inches. Topsoil is composed of mineral particles, organic matter, water and air. Topsoil shall be free of construction materials such as bedding rock, concrete, or any other materials found in common practice to be deleterious to proper growth of plantings.

1.9 SUBMITTALS

- A. See contract general conditions for policy and procedure related to submittals.
- B. Plant sources: Submit sources of all plants as required by Article – “Selection of Plants” to the City of West Fargo for approval.
- C. Close out submittals: Submit to the City of West Fargo for approval.
 - 1. Plant maintenance data and requirements.

1.10 OBSERVATION OF THE WORK

- A. The City of West Fargo may observe the work at any time. They may remove samples of materials for conformity to specifications. Rejected materials shall be immediately removed from the site and replaced at the Contractor's expense. The cost of testing materials not meeting specifications shall be paid by the Contractor.
- B. The City of West Fargo shall be informed of the progress of the work so the work may be observed at the following key times in the construction process. The City of West Fargo shall be afforded sufficient time to schedule visit to the site. Failure of the City of West Fargo to make field observations shall not relieve the Contractor from meeting all the requirements of this specification.
 - 1. SITE CONDITIONS PRIOR TO THE START OF PLANTING: review the soil and drainage conditions.
 - 2. COMPLETION OF THE PLANT LAYOUT STAKING: Review of the plant layout.
 - 3. PLANT QUALITY: Review of plant quality at the time of delivery and prior to installation. Review tree quality prior to unloading where possible, but in all cases prior to planting.

4. COMPLETION OF THE PLANTING: Review the completed planting.

1.11 PRE-CONSTRUCTION CONFERENCE

- A. Schedule a pre-construction meeting with the City of West Fargo at least seven (7) days before beginning work to review any questions the Contractor may have regarding the work, administrative procedures during construction and project work schedule.

1.12 QUALITY ASSURANCE

- A. Substantial Completion Acceptance - Acceptance of the work prior to the start of the warranty period:
1. Once the Contractor completes the installation of all items in this section, the City of West Fargo will observe all work for Substantial Completion Acceptance.
 2. Substantial Completion Acceptance by the City of West Fargo shall be for general conformance to specified size, character and quality and not relieve the Contractor of responsibility for full conformance to the contract documents, including correct species.
 3. Any plants that are deemed defective as defined under the provisions below shall not be accepted.
- B. The City of West Fargo will provide the Contractor with written acknowledgment of the date of Substantial Completion Acceptance and the beginning of the warranty period and plant maintenance period.
- C. Contractor's Quality Assurance Responsibilities: The Contractor is solely responsible for quality control of the work.
- D. Installer Qualifications: The installer shall be a firm having at least 3 years of successful experience of a scope similar to that required for the work, including the handling and planting of large specimen trees in urban areas. The same firm shall install plant material.
1. The bidders list for work under this section shall be approved by the City of West Fargo.
 2. Installer Field Supervision: When any planting work is in progress, installer shall maintain, on site, a full-time supervisor.
 3. Installer's field supervisor shall have a minimum of three years' experience as a field supervisor installing plants and trees of the quality and scale of the proposed project.
 4. The installer's crew shall have a minimum of 3 years experienced in the installation of plantings, planting plans and maintenance plans.
 5. Submit references of past projects, employee training certifications that support that the Contractor meets all of the above installer qualifications and applicable licensures.

1.13 PLANT WARRANTY

- A. Plant Warranty:
1. The Contractor agrees to replace defective work and defective plants. The City of West Fargo shall make the final determination if plants meet these specifications or that plants are defective.

Plants warranty shall begin on the date of Substantial Completion Acceptance and continue for the following periods, classed by plant type:
 - a. Trees – 2 Year(s).
 2. When the work is accepted in parts, the warranty periods shall extend from each of the partial Substantial Completion Acceptances to the terminal date of the last warranty period. Thus, all warranty periods for each class of plant warranty, shall terminate at one time.
 3. All plants shall be warrantied to meet all the requirements for plant quality at installation in this specification. Defective plants shall be defined as plants not meeting these requirements. The

City of West Fargo shall make the final determination that plants are defective.

4. Plants determined to be defective shall be removed immediately upon notification by the City of West Fargo and replaced without cost to the Owner, as soon as weather conditions permit and within the specified planting period.
5. Any work required by this specification or the City of West Fargo during the progress of the work, to correct plant defects including the removal of roots or branches, or planting plants that have been bare rooted during installation to observe for or correct root defects shall not be considered as grounds to void any conditions of the warranty. In the event that the Contractor decides that such remediation work may compromise the future health of the plant, the plant or plants in question shall be rejected and replaced with plants that do not contain defects that require remediation or correction.
6. The Contractor is exempt from replacing plants, after Substantial Completion Acceptance and during the warranty period, that are removed by others, lost or damaged due to occupancy of project, lost or damaged by a third party, vandalism, or any natural disaster.
7. Replacements shall closely match adjacent specimens of the same species. Replacements shall be subject to all requirements stated in this specification. Make all necessary repairs due to plant replacements. Such repairs shall be done at no extra cost to the City of West Fargo.

B. End of Warranty Final Acceptance - Acceptance of plants at the end of the warranty period.

1. At the end of the warranty period, the City of West Fargo shall observe all warranted work, upon written request of the Contractor.
2. End of Warranty Final Acceptance will be given only when all the requirements of the work under this specification and in specification sections Planting Soil and Irrigation have been met.

1.14 SELECTION AND OBSERVATION OF PLANTS

- A. The City of West Fargo may review all plants subject to approval of size, health, quality, character, etc. Review or approval of any plant during the process of selection, delivery, installation and establishment period shall not prevent that plant from later rejection in the event that the plant quality changes or previously existing defects become apparent that were not observed.
- B. Plant Selection: The City of West Fargo reserves the right to reject plants that do not meet specifications as set forth in this specification. If a particular defect or substandard element can be corrected, the agreed upon remedy may be applied by the Contractor provided that the correction allows the plant to meet the requirements set forth in this specification. Any work to correct plant defects shall be at the contractor's expense.
 1. The City of West Fargo may make invasive observation of the plant's root system in the area of the root collar and the top of the root ball in general in order to determine that the plant meets the quality requirements for depth of the root collar and presence of roots above the root collar. Such observations will not harm the plant.
- C. The Contractor shall bear all cost related to plant corrections.
- D. All plants that are rejected shall be immediately removed from the site and acceptable replacement plants provided at no cost to the Owner.

1.15 PLANT SUBSTITUTIONS FOR PLANTS NOT AVAILABLE

- A. Submit all requests for substitutions of plant species, or size to the City of West Fargo, for approval, prior to purchasing the proposed substitution. Requests shall also include sources of plants found that may be of a smaller or larger size, or a different shape or habit than specified, or plants of the same genus and species but different cultivar origin, or which may otherwise not meet the requirements of the specifications, but which may be available for substitution.

1.16 SITE CONDITIONS

- A. It is the responsibility of the Contractor to be aware of all surface and sub-surface conditions, and to notify the City of West Fargo, in writing, of any circumstances that would negatively impact the health of plantings. Do not proceed with work until unsatisfactory conditions have been corrected.
 - 1. Should subsurface drainage or soil conditions be encountered which would be detrimental to growth or survival of plant material, the Contractor shall notify the City of West Fargo in writing, stating the conditions and submit a proposal covering cost of corrections. If the Contractor fails to notify the City of West Fargo of such conditions, he/she shall remain responsible for plant material under the warranty clause of the specifications.
- B. It is the responsibility of the Contractor to be familiar with the local growing conditions, and if any specified plants will be in conflict with these conditions. Report any potential conflicts, in writing, to the City of West Fargo.

Actual planting shall be performed during those periods when weather and soil conditions are suitable in accordance with locally accepted horticultural practices.

- 1. Do not install plants into saturated or frozen soils. Do not install plants during inclement weather, such as rain or snow or during extremely hot, cold or windy conditions.

1.17 PLANTING AROUND UTILITIES

- A. Contractor shall carefully examine the civil, record, and survey drawings to become familiar with the existing underground conditions before digging.
- B. Determine location of underground utilities and perform work in a manner that will avoid possible damage. Hand excavate, as required.
- C. Notification of ND OneCall, 811, is required for all planting areas: The Contractor is responsible for knowing the location and avoiding utilities that are not covered by ND OneCall.

PART 2 – PRODUCTS

2.1 PLANTS: GENERAL

- A. Standards and measurement: Provide plants of quantity, size, genus, species, and variety or cultivars as shown and scheduled in contract documents.
 - 1. All plants including the root ball dimensions or container size to trunk caliper ratio shall conform to ANSI Z60.1 "American Standard for Nursery Stock" latest edition, unless modified by provisions in this specification. When there is a conflict between this specification and ANSI Z60.1, this specification section shall be considered correct.
 - 2. Plants larger than specified may be used if acceptable to the City of West Fargo. Use of such plants shall not increase the contract price. If larger plants are accepted the root ball size shall be in accordance with ANSI Z-60.1. Larger plants may not be acceptable if the resulting root ball cannot be fit into the required planting space.
 - 3. If a range of size is given, no plant shall be less than the minimum size and not less than 50 percent of the plants shall be as large as the maximum size specified. The measurements specified are the minimum and maximum size acceptable and are the measurements after pruning, where pruning is required.
- B. Proper Identification: All trees shall be true to name as ordered or shown on planting plans and shall be labeled individually or in groups by genus, species, variety and cultivar.
- C. Compliance: All trees shall comply with federal and state laws and regulations requiring observation

for plant disease, pests, and weeds. Observation certificates required by law shall accompany each shipment of plants.

D. Plant Quality:

1. **General:** Provide healthy stock, grown in a nursery and reasonably free of die-back, disease, insects, eggs, bores, and larvae. At the time of planting all plants shall have a root system, stem, and branch form that will not restrict normal growth, stability and health for the expected life of the plant

2. **Plant quality above the soil line:**

- a. Plants shall be healthy with the color, shape, size and distribution of trunk, stems, branches, buds and leaves normal to the plant type specified. Tree quality above the soil line shall comply with the following:
 - 1.) Crown: The form and density of the crown shall be typical for a young specimen of the species or cultivar pruned to a central and dominant leader.
 - a.) Crown specifications do not apply to plants that have been specifically trained in the nursery as topiary, espalier, multi-stem, clump, or unique selections such as contorted or weeping cultivars.
 - 2.) Leaves: The size, color, and appearance of leaves shall be typical for the time of year and stage of growth of the species or cultivar. Trees shall not show signs of prolonged moisture stress or over watering as indicated by wilted, shriveled, or dead leaves.
 - 3.) Branches: Shoot growth (length and diameter) throughout the crown should be appropriate for the age and size of the species or cultivar. Trees shall not have dead, diseased, broken, distorted, or otherwise injured branches.
 - a.) Main branches shall be distributed along the central leader not clustered together. They shall form a balanced crown appropriate for the cultivar/species.
 - b.) The attachment of the largest branches (scaffold branches) shall be free of included bark.
 - 4.) Trunk: The tree trunk shall be relatively straight, vertical, and free of wounds that penetrate to the wood (properly made pruning cuts, closed or not, are acceptable and are not considered wounds), sunburned areas, conks (fungal fruiting bodies), wood cracks, sap leakage, signs of boring insects, galls, cankers, girdling ties, or lesions (mechanical injury).
- b. Trees shall have one central leader. If the leader was headed, a new leader (with a live terminal bud) at least one-half the diameter of the pruning cut shall be present.
 - 1.) All trees are assumed to have one central leader trees unless a different form is specified in the plant list or drawings.
- c. All graft unions, where applicable, shall be completely closed without visible sign of graft rejection. All grafts shall be visible above the soil line.
- d. Trunk caliper and taper shall be sufficient so that the lower five feet of the trunk remains vertical without a stake. Auxiliary stake may be used to maintain a straight leader in the upper half of the tree.

3. **Plant quality at or below the soil line:**

- a. Plant roots shall be normal to the plant type specified. Root observations shall take place without impacting tree health. Root quality at or below the soil line shall comply with the project and the following:
 - 1.) The roots shall be reasonably free of scrapes, broken or split wood.
 - 2.) The root system shall be reasonably free of injury from biotic (e.g., insects and pathogens) and abiotic (e.g., herbicide toxicity and salt injury) agents. Wounds resulting from root pruning used to produce a high quality root system are not considered injuries.
 - 3.) The root collar shall be within the upper 2 inches of the substrate/soil. Two structural roots shall reach the side of the root ball near the top surface of the root ball. The grower

may request a modification to this requirement for species with roots that rapidly descend, provided that the grower removes all stem girdling roots above the structural roots across the top of the root ball.

- 4.) The root system shall be reasonably free of stem girdling roots over the root collar or kinked roots from nursery production practices.
- 5.) At time of observations and delivery, the root ball shall be moist throughout. Roots shall not show signs of excess soil moisture conditions as indicated by stunted, discolored, distorted, or dead roots.

2.2 ROOT BALL PACKAGE OPTIONS: The following root ball packages are permitted. Specific root ball packages shall be required where indicated on the plant list or in this specification. Any type of root ball packages that is not specifically defined in this specification shall not be permitted.

A. BALLED AND BURLAPPED PLANTS

1. All Balled and Burlapped Plants shall be field grown, and the root ball packaged in a burlap and twine and/or burlap and wire basket package.
2. Plants shall be harvested with the following modifications to standard nursery practices.
 - a. Prior to digging any tree that fails to meet the requirement for maximum soil and roots above the root collar, carefully removed the soil from the top of the root ball of each plant, using hand tools, water or an air spade, to locate the root collar and attain the soil depth over the structural roots requirements. Remove all stem girdling roots above the root collar. Care must be exercised not to damage the surface of the root collar and the top of the structural roots.
 - b. Twine and burlap used for wrapping the root ball package shall be natural, biodegradable material. If the burlap decomposes after digging the tree then the root ball shall be re-wrapped prior to shipping if roots have not yet grown to keep root ball intact during shipping.

B. CONTAINER (INCLUDING ABOVE-GROUND FABRIC CONTAINERS AND BOXES) PLANTS

1. Container plants may be permitted only when indicated on the drawing, in this specification, or approved by the City of West Fargo.
2. Provide plants shall be established and well rooted in removable containers.
3. Container class size shall conform to ANSI Z60.1 for container plants for each size and type of plant.

2.3 PLANTING SOIL

- A. Planting Soil as used in this specification means the soil at the planting site, or imported as modified. If there is no Planting Soil specification, the term Planting Soil shall mean the soil at the planting site within the planting hole.

2.4 MULCH

- A. Mulch shall be coarse, ground from tree and woody brush or bark sources. Mulch shall be fairly uniform in size, quality and appearance. Mulch shall be free of weeds and invasive plant parts or seeds. Mulch shall be free of other debris/materials.

2.5 TREE STAKING AND GUYING MATERIAL

- A. Trees shall be tied off to stakes with the minimum of #10 Non-corrosive wire. The wire shall be attached to the tree by soft fabric tree straps, minimum of 8" length and 1" width, with eye holes.
- B. Stakes shall be steel T-posts and of diameters and lengths appropriate to the size of plant as required to adequately support the plant. Each tree shall contain 3 T-posts, spaced 120° apart.

2.6 TREE BARK PROTECTOR

- A. Tree Bark Protectors shall be included with all trees.

2.7 WATERING BAGS

- A. Plastic tree watering bags holding a minimum of 20 gallons of water and with a slow drip hole(s) water release system, specifically designed to water establishing trees. Water should release over a several hour period, not within a few minutes
- B. Watering bags shall be:
 - 1. Tregator Irrigation Bags sized to the appropriate model for the requirements of the plant.
 - 2. Or approved equal.

PART 3 – EXECUTION

3.1 SITE EXAMINATION

- A. Examine the surface grades and soil conditions to confirm that the requirements of the Specification Section. Notify the City of West Fargo in writing of any unsatisfactory conditions.

3.2 DELIVERY, STORAGE AND HANDLING

- A. Protect materials from deterioration during delivery and storage. Adequately protect plants from drying out, exposure of roots to sun, wind or extremes of heat and cold temperatures. If planting is delayed more than 24 hours after delivery, set plants in a location protected from sun and wind. Provide adequate water to the root ball package during the shipping and storage period.
- B. Do not deliver more plants to the site than there is space with adequate storage conditions. Provide a suitable remote staging area for plants and other supplies.
 - 1. The City of West Fargo or Contractor shall approve the duration, method and location of storage of plants.

3.3 PLANTING SEASON

- A. Planting shall only be performed when weather and soil conditions are suitable for planting the materials specified in accordance with locally accepted practice. Install plants during the planting time as described below unless otherwise approved in writing by the City of West Fargo. In the event that the Contractor request planting outside the dates of the planting season, approval of the request does not change the requirements of the warranty.
 - 1. Spring Planting - May 1st -June 30th, unless approved
 - 2. Fall Planting - September 1st to October 31st, unless approved

3.4 ADVERSE WEATHER CONDITIONS

- A. No planting shall take place during extremely hot, dry, windy or freezing weather.

3.5 COORDINATION WITH PROJECT WORK

- A. The Contractor shall coordinate with all other work that may impact the completion of the work.

3.6 LAYOUT AND PLANTING SEQUENCE

- A. Relative positions of all plants and trees are subject to approval of the City of West Fargo.
- B. Notify the City of West Fargo, one (1) week prior to planting. City of West Fargo will layout all individual tree locations. Secure the City of West Fargo's approval before digging and start of planting work.
- C. It is understood that plants are not precise objects and that minor adjustments in the layout will be required as the planting plan is constructed. These adjustments may not be apparent until some or all

of the plants are installed. Make adjustments as required by the City of West Fargo including relocating previously installed plants.

3.7 SOIL PROTECTION DURING PLANT DELIVERY AND INSTALLATION

- A. Protect soil from compaction during the delivery of plants to the planting locations, digging of planting holes and installing plants.
 - 1. Where possible, restrict the driving lanes to one area instead of driving over and compacting a large area of soil.

3.8 SOIL MOISTURE

- A. The Contractor shall confirm the soil moisture levels are adequate for planting. If the moisture is too high, suspend planting operations until the soil moisture drains.

3.9 INSTALLATION OF PLANTS: GENERAL

- A. Observe each plant after delivery and prior to installation for damage of other characteristics that may cause rejection of the plant. Notify the City of West Fargo of any condition observed.
- B. The root system of each plant, regardless of root ball package type, shall be observed by the Contractor, at the time of planting. The Contractor shall undertake at the time of planting, all modifications to the root system required by the City of West Fargo.
 - 1. Modifications, at the time of planting, to meet the specifications for the depth of the root collar and removal of stem girdling roots and circling roots may make the plant unstable or stress the plant to the point that the City of West Fargo may choose to reject the plant rather than permitting the modification.
 - 2. The resulting root ball may need additional staking and water after planting. The City of West Fargo may reject the plant if the root modification process makes the tree unstable or if the tree is not healthy at the end of the warranty period. Such plants shall still be covered under the warranty
- C. Container and Boxed Root Ball Shaving: The outer surfaces of ALL plants in containers and boxes, including the top, sides and bottom of the root ball shall be shaved to remove all circling, descending, and matted roots. Shaving shall be performed using saws, knives, sharp shovels or other suitable equipment that is capable of making clean cuts on the roots. Shaving shall remove a minimum of one inch of root mat or up to 2 inches as required to remove all root segments that are not growing reasonably radial to the trunk.
- D. Excavation of the Planting Space: Using hand tools, excavate the planting hole to the depth of the root ball measured after any root ball modification to correct root problems, and wide enough for working room around the root ball or to the size indicated on the drawing or as noted below.
 - 1. The soil around the root ball shall be loosened as defined below or as indicated on the drawings.
 - a. The area of loosening shall be a minimum of 2 times the diameter of the root ball at the surface.
 - b. Loosening is defined as digging into the soil and turning the soil to reduce the compaction. The soil does not have to be removed from the hole, just dug, lifted and turned. Lifting and turning may be accomplished with hand shovels.
 - 2. The measuring point for root ball depth shall be the average height of the outer edge of the root ball after any required root ball modification.
- E. Set top outer edge of the root ball at the average elevation of the proposed finish. Set the plant plumb and upright in the center of the planting hole. The tree graft, if applicable, shall be visible above the grade. Do not place soil on top of the root ball.
- F. The City of West Fargo may request that plants orientation be rotated when planted based on the form of the plant.
- G. Backfill the space around the root ball with the same planting soil or existing soil that was excavated

for the planting space.

- H. Place additional Planting Soil around base and sides of ball in six-inch (6") lifts. Lightly tamp each lift using foot pressure or hand tools to settle backfill, support the tree and eliminate voids. DO NOT over compact the backfill or use mechanical or pneumatic tamping equipment.
 - 1. When the planting hole has been backfilled to three quarters of its depth, water shall be poured around the root ball and allowed to soak into the soil to settle the soil. Do not flood the planting space. If the soil is above field capacity, allow the soil to drain to below field capacity before finishing the planting. Air pockets shall be eliminated and backfill continued until the planting soil is brought to grade level.
- I. Thoroughly water the Planting Soil and root ball immediately after planting.
- J. Remove all nursery plant identification tags and ribbons as per City of West Fargo instructions.
- K. Remove corrugated cardboard trunk protection after planting.
- L. Follow additional requirements for the permitted root ball packages.

3.10 PERMITTED ROOT BALL PACKAGES AND SPECIAL PLANTING REQUIREMENTS

- A. The following are permitted root ball packages and special planting requirements that shall be followed during the planting process in addition to the above General planting requirements.
- B. BALLED AND BURLAPPED PLANTS
 - 1. After the root ball has been backfilled, remove all twine and burlap from the top of the root ball. Cut the burlap away; do not fold down onto the Planting Soil.
 - 2. If the plant is shipped with a wire basket that does not meet the requirements of a "Low Rise" basket, remove the top 6 - 8 inches of the basket wires just before the final backfilling of the tree.
 - 3. Earth root balls shall be kept intact except for any modifications required by the City of West Fargo to make root package.
- C. CONTAINER (INCLUDES BOXED AND ABOVE-GROUND FABRIC CONTAINERS) PLANTS
 - 1. This specification assumes that most container plants have significant stem girdling and circling roots, and that the root collar is too low in the root ball.
 - 2. Remove the container.
 - 3. Perform root ball shaving as defined in Installation of Plants: General above.
 - 4. Remove all roots and substrate above the root collar and the main structural roots according to root correction details so root system conforms to root observations detail.
 - 5. Remove all substrate at the bottom of the root ball that does not contain roots.

3.11 STAKING AND GUYING

- A. Do not stake or guy trees unless specifically required by the Contract Documents, or in the event that the Contractor feels that staking is the only alternative way to keep particular trees plumb.
 - 1. The City of West Fargo shall have the authority to require that trees are staked.
 - 2. Trees that required heavily modified root balls may become unstable. The City of West Fargo may choose to reject these trees rather than utilize staking to temporarily support the tree.
- B. Trees that are guyed shall have their guys and stakes removed after two full growing season or at other times as required by the City of West Fargo.
- C. Tree guying shall utilize the tree staking and guying materials specified. Refer to manufacturer's recommendations and the planting detail for installation.

1. Plants shall stand plumb after staking or guying.
 2. Stakes shall be driven to sufficient depth to hold the tree rigid.
- 3.12 TREE BARK PROTECTION
- A. For all trees in areas where indicated on the drawings, apply a Tree Bark Protector to each tree.
- 3.13 STRAIGHTENING PLANTS
- A. Maintain all plants in a plumb position throughout the warranty period. Straighten all trees that move out of plumb including those not staked.
 - B. Do not straighten plants by pulling the trunk with guys.
- 3.14 INSTALLATION OF FERTILIZER AND OTHER CHEMICAL ADDITIVES
- A. Do not apply any soluble fertilizer to plantings during the first year after transplanting unless soil test determines that fertilizer or other chemical additives is required. Apply chemical additives only upon the approval of the City of West Fargo.
- 3.15 PRUNING OF TREES AND SHRUBS
- A. Prune plants as directed by the City of West Fargo. Pruning trees shall be limited to addressing structural defects as shown in details; follow recommendations in "Structural Pruning: A Guide For The Green Industry" published by Urban Tree Foundation, Visalia CA.
 - B. All pruning shall be performed by a person experienced in structural tree pruning.
 - C. Except for plants specified as multi-stemmed or as otherwise instructed by the City of West Fargo, preserve or create a central leader.
 - D. Pruning of large trees shall be done using pole pruners or if needed, from a ladder or hydraulic lift to gain access to the top of the tree. Small trees can be structurally pruned by laying them over before planting. Pruning may also be performed at the nursery prior to shipping.
 - E. Remove and replace excessively pruned or malformed stock resulting from improper pruning that occurred in the nursery or after.
 - F. Pruning shall be done with clean, sharp tools.
 - G. No tree paint or sealants shall be used.
- 3.16 MULCHING OF PLANTS
- A. Apply 4 inches of mulch before settlement, covering the entire root ball area.
 - B. For trees planted in lawn areas the mulch shall extend to a 2 foot radius around the tree or to the extent indicated on the plans.
 - C. Lift all leaves, low hanging stems and other green portions of small plants out of the mulch if covered.
- 3.17 WATERING
- A. The Contractor shall be fully responsible to ensure that adequate water is provided to all plants from the point of installation until the date of Substantial Completion Acceptance.
 - B. Hand water root balls of all plants to assure that the root balls have moisture above wilt point and below field capacity.
 - C. The Contractor shall install 20 gallon watering bag for each tree to be maintained and used for tree watering during the warranty period.
 1. The watering bags shall remain the property of the Owner at the completion of the work.
- 3.18 CLEAN-UP
- A. During installation, keep the site free of trash, pavements reasonably clean and work area in an orderly condition at the end of each day. Remove trash and debris in containers from the site no less

than once a week.

1. Immediately clean up any spilled or tracked soil, fuel, oil, trash or debris deposited by the Contractor from all surfaces within the project or on public right of ways and neighboring property.
- B. Once installation is complete, wash all soil from pavements and other structures.
- C. Make all repairs to grades, ruts, and damage by the plant installer to the work or other work at the site.
- D. Remove and dispose of all excess planting soil, subsoil, mulch, plants, packaging, and other material brought to the site by the Contractor.

3.19 PROTECTION DURING CONSTRUCTION

- A. The Contractor shall protect planting and related work and other site work from damage due to planting operations, operations by other Contractors or trespassers. Maintain protection during installation until Substantial Completion Acceptance. Treat, repair or replace damaged work immediately.
- B. Damage done by the Contractor, or any of their sub-contractors to existing or installed plants, or any other parts of the work or existing features to remain, including roots, trunk or branches of large existing trees, soil, paving, utilities, lighting, irrigation, other finished work and surfaces including those on adjacent property, shall be cleaned, repaired or replaced by the Contractor at no expense to the Owner. The City of West Fargo shall determine when such cleaning, replacement or repair is satisfactory.

3.20 PLANT MAINTENANCE PRIOR TO SUBSTANTIAL COMPLETION ACCEPTANCE

- A. During the project work period and prior to Substantial Completion Acceptance, the Contractor shall maintain all plants.
- B. Maintenance during the period prior to Substantial Completion Acceptance shall consist of pruning, watering, cultivating, weeding, mulching, removal of dead material, repairing and replacing of tree stakes, tightening and repairing of guys, repairing and replacing of damaged tree wrap material, resetting plants to proper grades and upright position. Mulch areas shall be kept reasonably free of weeds, grass.

3.21 SUBSTANTIAL COMPLETION ACCEPTANCE

- A. Upon written notice from the Contractor, the Owners Representative shall review the work and make a determination if the work is substantially complete.
 1. Notification shall be at least 7 days prior to the date the contractor is requesting the review.
- B. The date of substantial completion of the planting shall be the date when the City of West Fargo accepts that all work in planting installation section is complete.
- C. The Plant Warranty period begins at date of written notification of substantial completion from the City of West Fargo. The date of substantial completion may be different than the date of substantial completion for the other sections of the project.

3.22 MAINTENANCE DURING THE WARRANTY PERIOD BY THE PLANT INSTALLER

- A. During the warranty period, provide all maintenance for all plantings to keep the plants in a healthy state and the planting areas clean and neat.
- B. General requirements:
 1. All work shall be undertaken by trained planting crews under the supervision of a foreman with a minimum of 3 years experience supervising commercial plant maintenance crews.
 2. All chemical and fertilizer applications shall be made by licensed applicators for the type of chemicals to be used. All work and chemical use shall comply with all applicable local, provincial

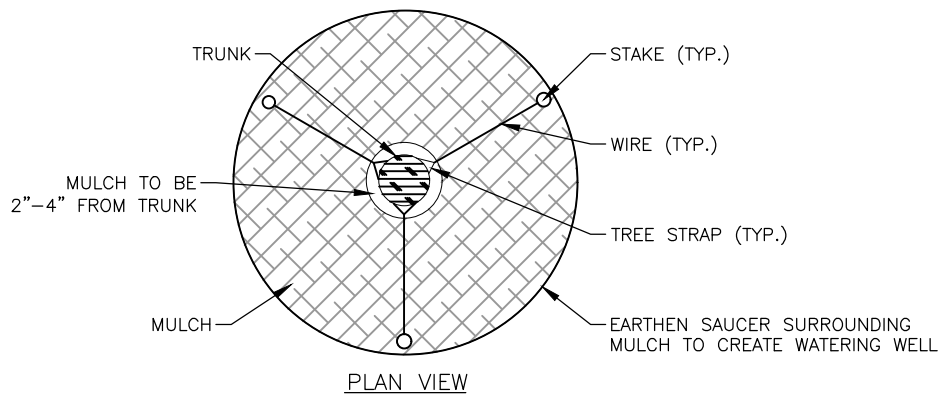
and federal requirements.

3. Assure that hoses and watering equipment and other maintenance equipment does not block paths or be placed in a manner that may create tripping hazards. Use standard safety warning barriers and other procedures to maintain the site in a safe manner for visitors at all times.
 4. All workers shall wear required safety equipment and apparel appropriate for the tasks being undertaken.
 5. The Contractor shall not store maintenance equipment at the site at times when they are not in use unless authorized in writing by the City of West Fargo.
 6. Maintenance vehicles shall not park on the site including walks and lawn areas at any time without the City of West Fargo's written permission.
 7. Maintain a detailed log of all maintenance activities including types of tasks, date of task, types and quantities of materials and products used, watering times and amounts, and number of each crew. Periodically review the logs with the City of West Fargo, and submit a copy of the logs at the end of each year of the maintenance agreement.
 8. Meet with the City of West Fargo a minimum of three times a year to review the progress and discuss any changes that are needed in the maintenance program. At the end of the warranty period attend a hand over meeting to formally transfer the responsibilities of maintenance to the City of West Fargo. Provide all information on past maintenance activities and provide a list of critical tasks that will be needed over the next 12 months. Provide all maintenance logs. Make the Contractor's supervisor available for a minimum of one year after the end of the warranty period to answer questions about past maintenance.
- C. Provide the following maintenance tasks:
1. Watering; Provide all water required to keep soil within and around the root balls at optimum moisture content for plant growth.
 - a. Maintain all watering systems and equipment and keep them operational.
 - b. Monitor soil moisture to provide sufficient water. Check soil moisture and root ball moisture on a regular basis and record moisture levels. Do not over water.
 2. Plant pruning: Remove cross over branching, shorten or remove developing co dominant leaders, dead wood and winter-damaged branches. Unless directed by the City of West Fargo, do not shear plants or make heading cuts.
 3. Restore plants: Reset any plants that have settled or are leaning as soon as the condition is noticed.
 4. Guying and staking: Maintain plant guys in a taught position. Remove tree guys and staking after the second full growing season unless directed by City of West Fargo.
 5. Weed control: Keep all mulch areas free of weeds. Hand-remove all weeds and any plants that do not appear on the planting plan. Chemical weed control is permitted only with the approval of the City of West Fargo. Schedule weeding as needed.
 6. Trash removal: Remove all trash and debris from all planting areas and maintain the areas in a neat and tidy appearance.
 7. Plant pest control: Maintain disease, insects and other pests at manageable levels. Manageable levels shall be defined as damage to plants that may be noticeable to a professional but not to the average person. Use least invasive methods to control plant disease and insect outbreaks.
 - a. The City of West Fargo must approve in advance the use of all chemical pesticide applications.
 8. Plant replacement: Replace all plants that are defective as defined in the warranty provisions, as soon as the plant decline is obvious and in suitable weather and season for planting as outlined in above sections. Plants that become defective during the maintenance period shall be covered and replaced under the warranty provisions.
 9. Mulch: Maintain complete coverage but do not over mulch. At no time shall the overall mulch thickness be greater than 4 inches. Do not apply mulch within several inches of the trunks or stems of any plants. Replacement mulch shall meet the requirements of the original approved material. Mulch shall be no more than one inch on top of the root ball surface.
 10. Damage from site use: Repair of damage by site visitors and events, beyond normal wear, are not part of this maintenance. The City of West Fargo may request that the Contractor repair plantings for an additional cost. All additional work shall be approved in advance by the City of

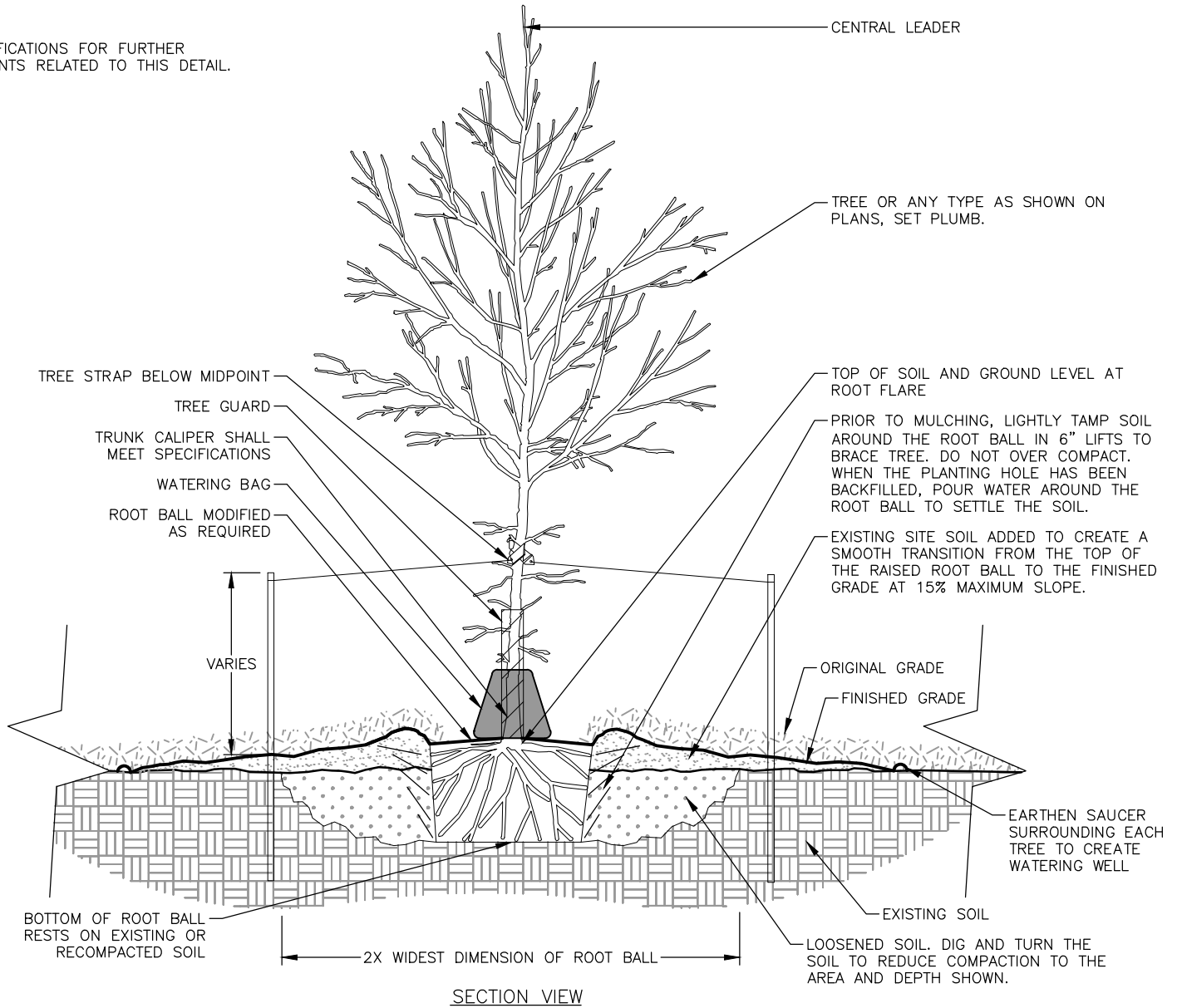
West Fargo.

3.23 END OF WARRANTY FINAL ACCEPTANCE / MAINTENANCE OBSERVATION

- A. At the end of the Warranty and Maintenance period the City of West Fargo shall observe the work and establish that all provisions of the contract are complete and the work is satisfactory.
 - 1. If the work is satisfactory, the maintenance period will end on the date of the final observation.
 - 2. If the work is deemed unsatisfactory, the maintenance period will continue at no additional expense to the Owner until the work has been completed, observed, and approved by the City of West Fargo.
- B. FAILURE TO PASS OBSERVATION: If the work fails to pass final observation, any subsequent observations must be rescheduled as per above. The cost to the Owner for additional observations will be charged to the Contractor at the prevailing hourly rate of the Owners Representative.



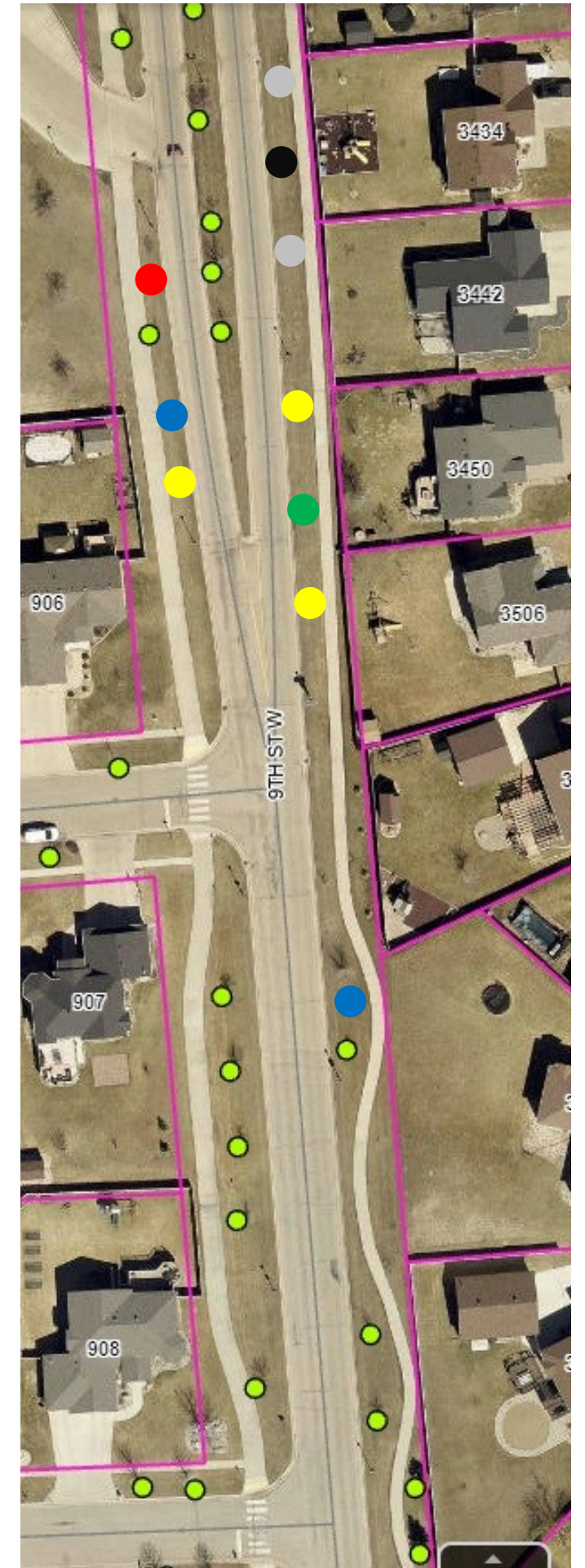
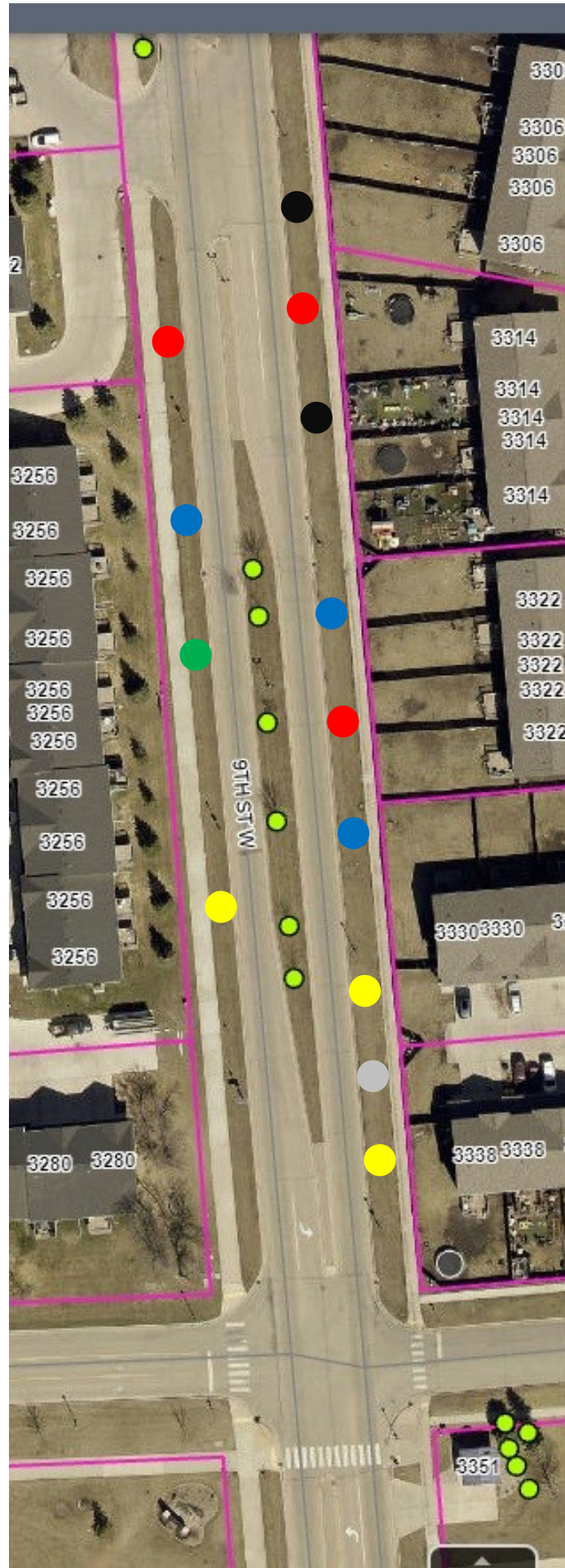
NOTES:
 1. SEE SPECIFICATIONS FOR FURTHER REQUIREMENTS RELATED TO THIS DETAIL.

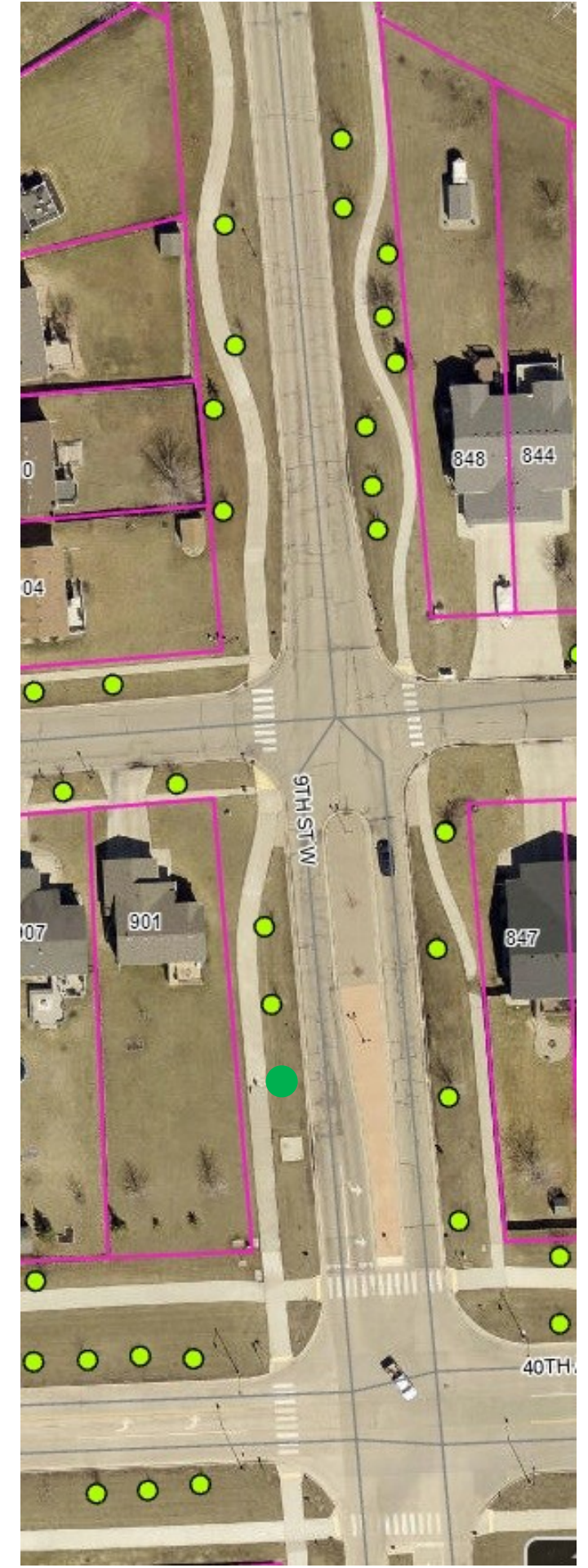
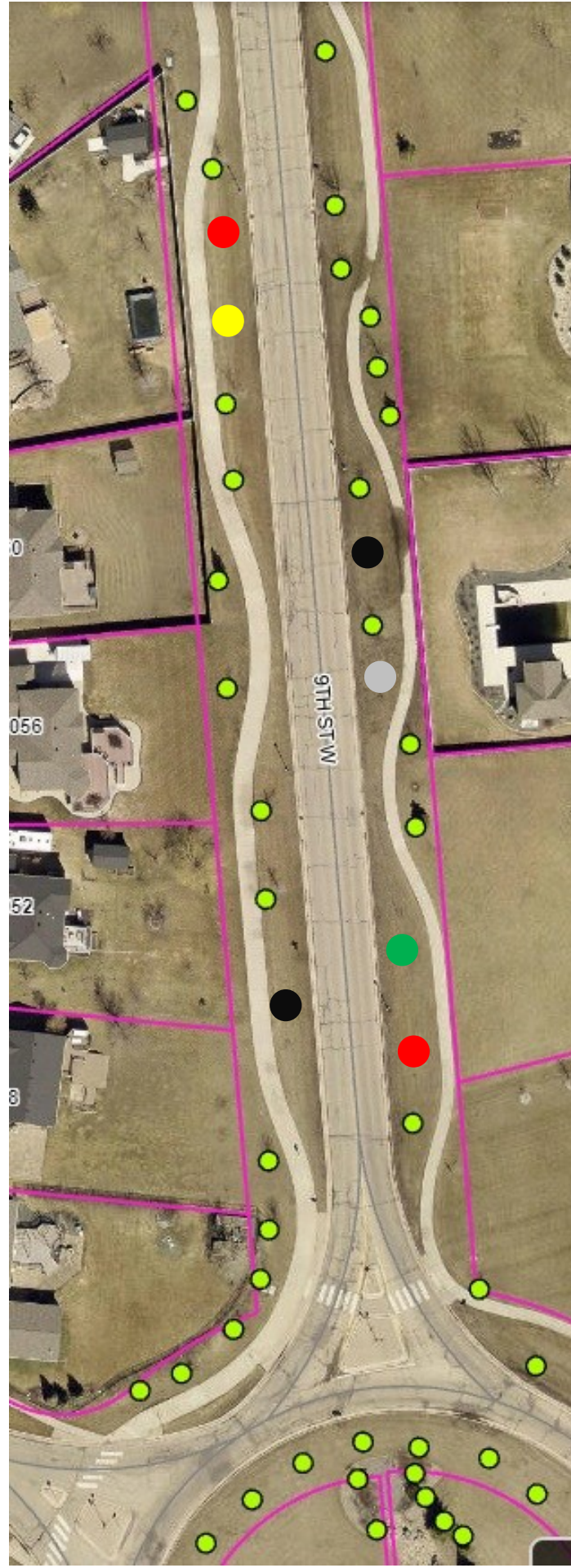
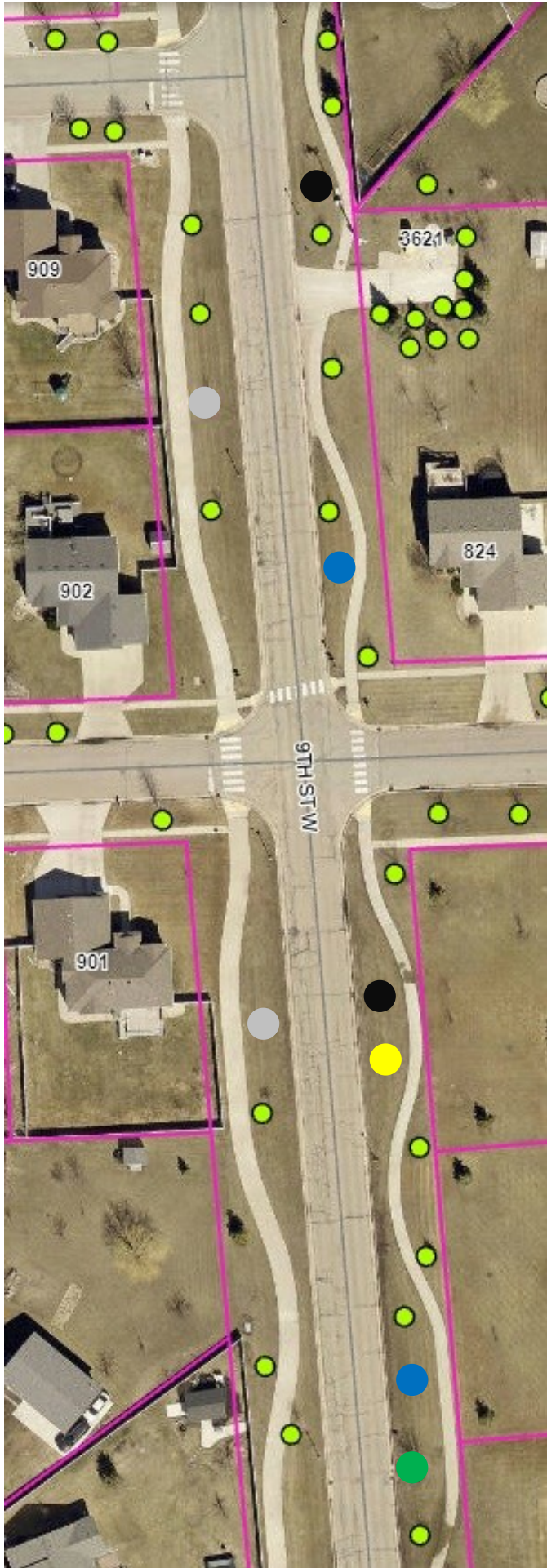


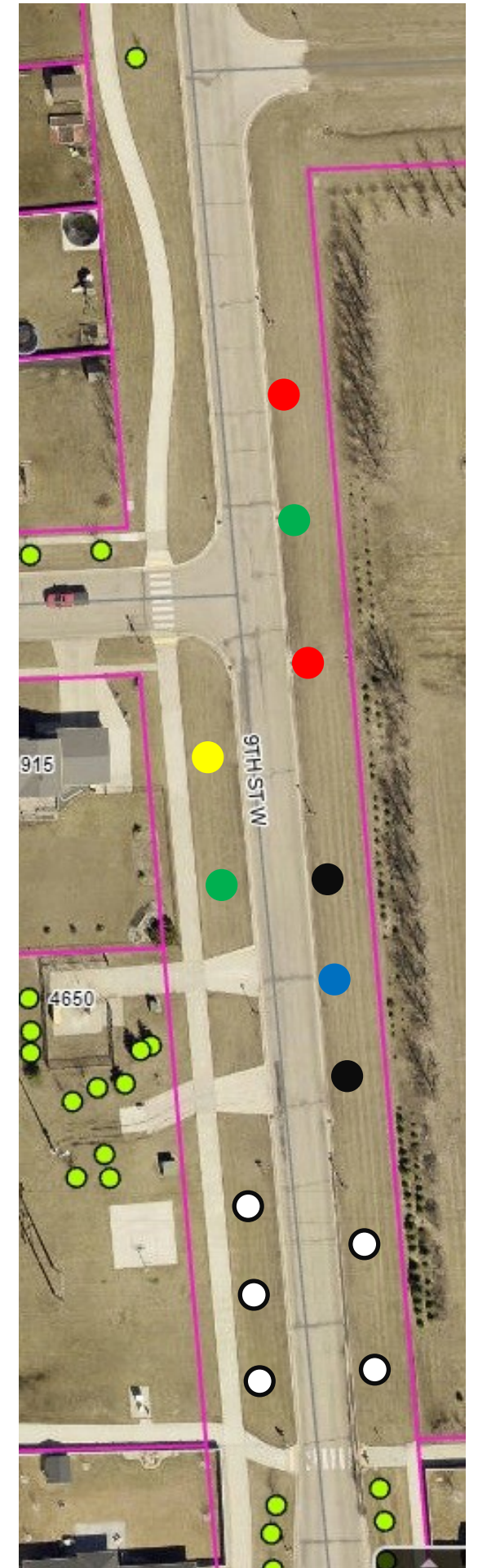
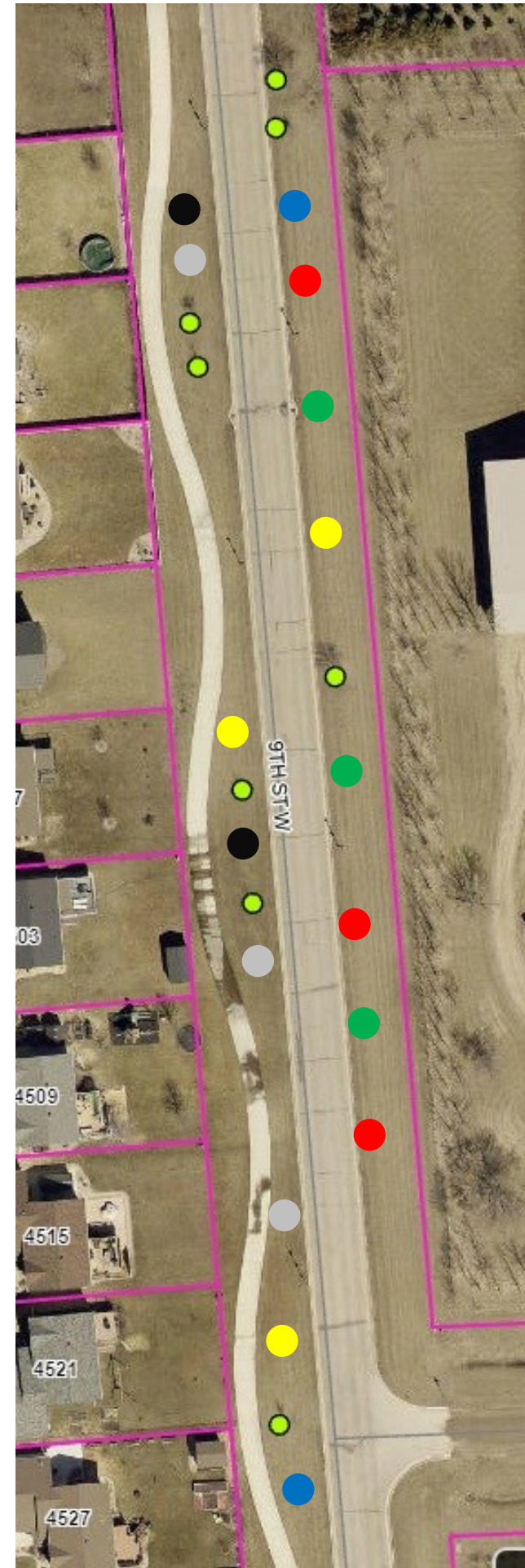
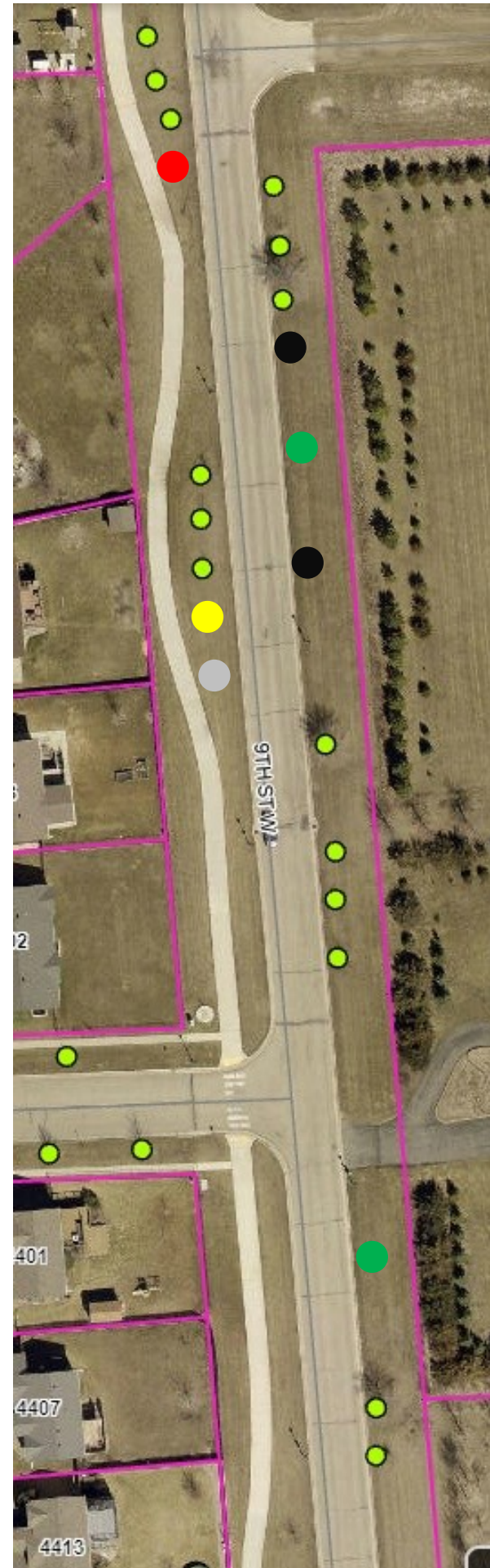
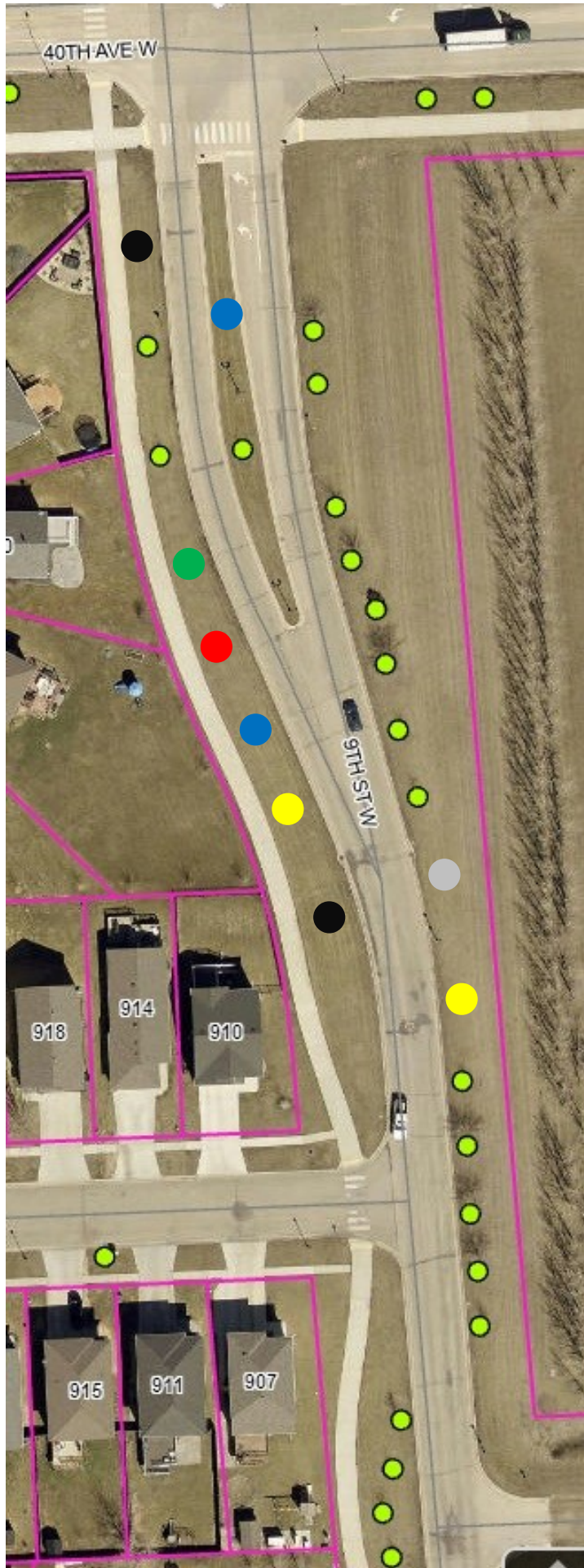
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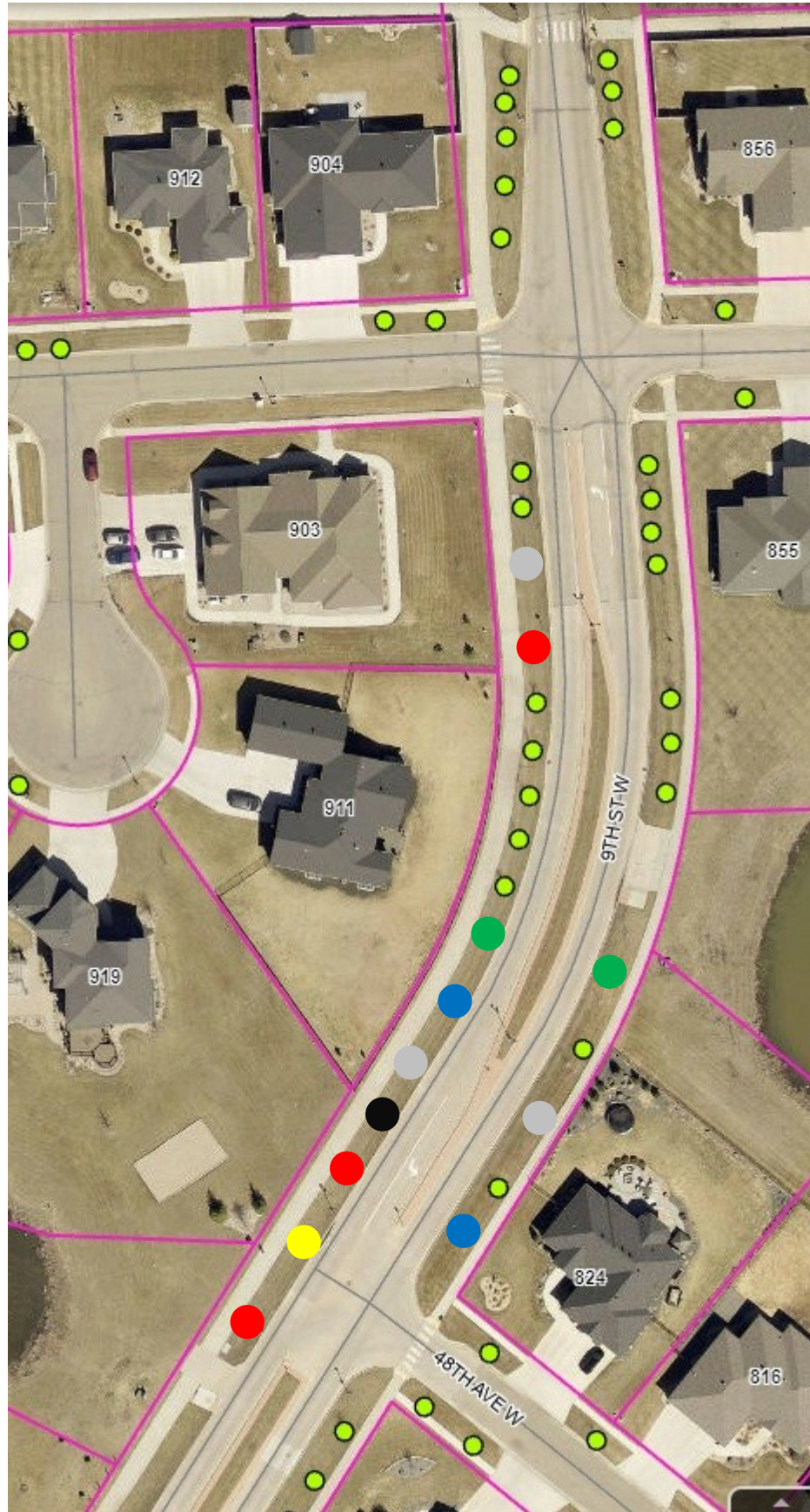
TREE PLANTING

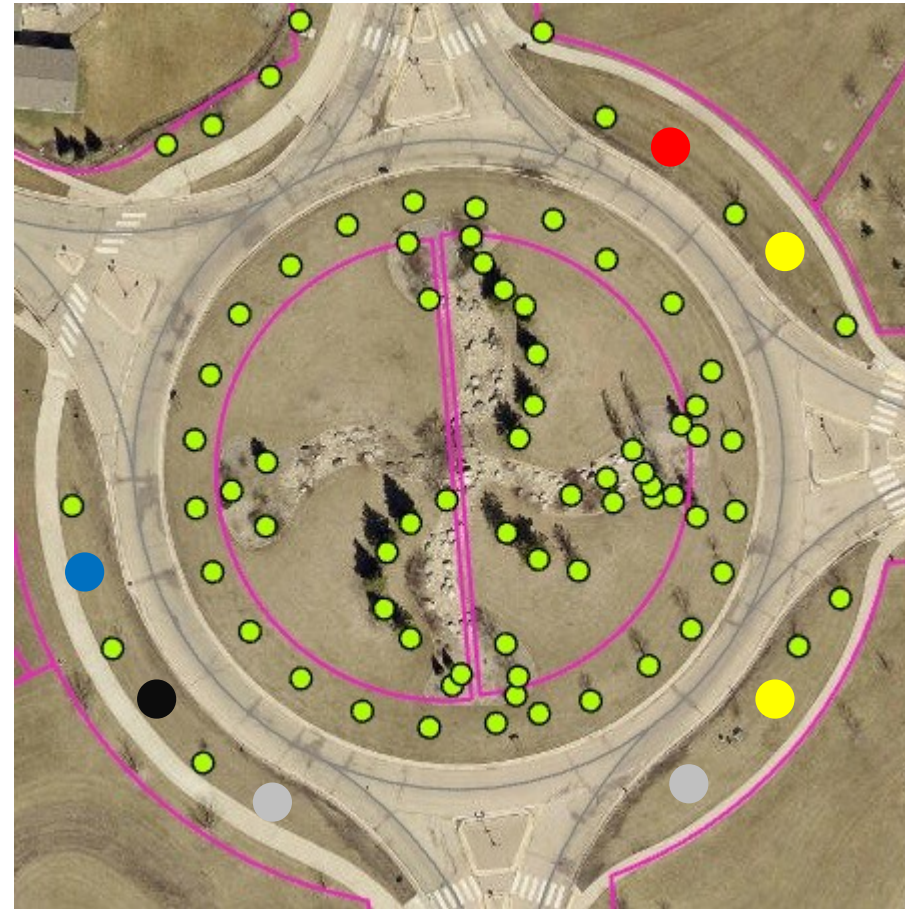
NTS











Legend

- Prairie Stature Oak
- Princeton Elm
- Northern Acclaim Honeylocust
- Common Hackberry
- Prairie Horizon Alder
- Autumn Brilliance Serviceberry
- Boulevard Linden

Item Title: Request to Award Contract – Security Camera and Door Access Improvements

Presented By: Haider Howitzer, Director of Information technology

Requested Action/Staff Recommendation: Award contract for Genetic Integrated Video Surveillance and Access Control System to High Point Networks

Background & Project Summary:

The City of West Fargo issued a Request for Qualifications (RFQ) for a citywide Genetec Integrated Video Surveillance and Access Control System to standardize and upgrade security systems across multiple city facilities. This project was identified in the approved 2024 CIP as a key infrastructure investment.

The project includes the replacement and installation of video surveillance cameras and access control systems, along with implementation of a unified Genetec Security Center platform.

Three proposals were received, with one being rejected. Of the remaining two proposals, it is staff's recommendation to award the project to High Point Networks in the amount of \$483,076.

Proposals were evaluated based on overall value to the city, including the ability to meet project requirements, system design and coverage, proposed equipment, and verification that total cost was within the budgetary expectations.

High Point Networks' proposal met all requirements outlined in the RFP and demonstrated a strong understanding of the City's needs. As this was a value and qualifications-based solicitation, we feel High Point Network's proposal reflects due diligence in system design, equipment selection, project planning, and provides the best overall value relative to project scope and cost.

Attached Supporting Documents:

- Proposals available upon request

West Fargo City Commission

Bernie Dardis, Commission President

Brad Olson, Commission Vice President

Roben Anderson, Rory Jorgensen, Amy Zundel, Commissioners

Dustin Scott, City Administrator

Financial Impact:

The 2024 Capital Improvement Plan listed this work with an estimated total cost of \$516,500 so the proposed cost of this work is within expectations. This expense is proposed to be paid via Capital Improvement Sales Tax.

Policy Alignment:

Complies with City procurement policy and competitive RFP process requirements.

Process/Timeline:

The project start is anticipated in June, with completion expected in Q4 2026.

Previously Presented Information & Commission Actions:**December 15, 2025**

- **Staff Recommendation:** Approve the request to publish an RFQ for security camera and door access improvements as included in the approved 2026 CIP.
- **Commission Action:** Commission approved request.

Item Title: Project No. 1352 – Sanitary Sewer System Rehabilitation – Spot Repairs

Requested Action/Staff Recommendation: Approve both an Engineer's Report and Task Order and Direct Engineer to prepare Plans and Specifications

Presented By: Dan Hanson, Senior Direct of Community & Development

New Information:

On July 7, 2025, the City Commission Directed the Engineer to prepare an Engineer's Report for the referenced project. This document has been completed and is attached for reference.

Background & Project Summary:

In the recent Core Area Study, this project was identified as the 5th highest priority project. The project consists of sanitary sewer spot repair of existing clay tile sanitary sewer mainline located within core area's city streets.

Televising of the sanitary mains has been completed by Public Works revealing that the existing clay tile piping needs rehabilitation to continue to function. Televising videos have revealed many deficiencies such as cracked piping, settlement, offset joints, areas of failure where pipes have broken among other issues.

This project will correct many of the worst situations encountered and is the second project the city is undertaking to rehabilitate the sanitary sewer in the core area. It is critical to do this work as a failure in the sanitary sewer system can result in sewer backups in resident's homes.

Financial Analysis: The 2024 CIP identified this project as a \$1,690,000 project to be paid for utilizing Capital Improvement Sales Tax. After viewing the televising, it was discovered that the pipe network is in very poor condition in the locations identified causing the proposed project to be expanded as these areas are not recommended to be left in their current condition.

Current estimates as shown in the attached Engineer's Report estimate the total cost of the project to be \$2,266,000.

There are no special assessments proposed in conjunction with this project.

Policy Analysis: The city has made it a priority to address core area projects that rehabilitate or replace existing infrastructure that is beyond its design life and in failing conditions.

Supporting Documents:

- Engineer's Report
- Project Location Map
- Task Order No. 100.2
- Associated Resolutions

Previously Presented Information & Commission Actions:

July 7, 2025-

- **Staff Recommendation:** Create Project No. 1352 and Direct Engineer to prepare an Engineer's Report
- **Commission Action:** Commissioner Olson moved and Commissioner Zundel seconded to approve. No opposition, motion carried.

West Fargo City Commission

Bernie Dardis, Commission President

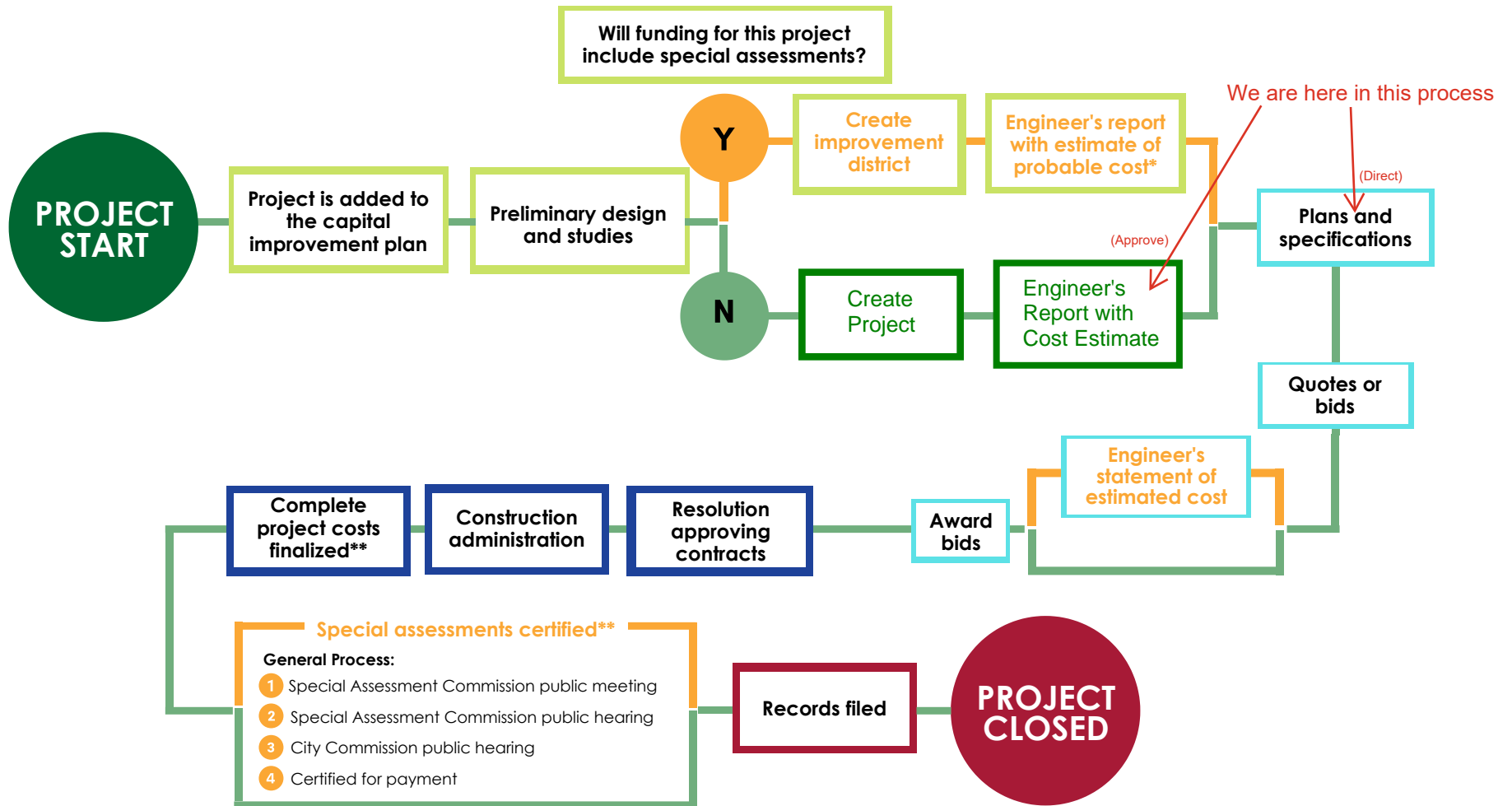
Brad Olson, Commission Vice President

Roben Anderson, Rory Jorgensen, Amy Zundel, Commissioners

Dustin Scott, City Administrator

Process for Contracts and Improvements

Improvement Process Overview



*The City of West Fargo creates an engineer's report and estimate of probable cost for most projects, but is legally required to do so for projects using special assessment funding.

**The special assessment certification process allocates the cost of the project after the complete cost of the project is final. The Special Assessment Commission does not discuss project costs.

Engineer's Report

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

Project No. 1352

Sanitary Sewer System Rehabilitation – Spot Repairs

General Nature (Scope)

The sanitary sewer in many areas of the Core Area which is roughly defined as the area of West Fargo north of I-94 and south of Main Avenue is primarily constructed utilizing Vitriified Clay Pipe (VCP) or thin-walled Polyvinyl Chloride (PVC) pipe that is at or beyond its design life cycle and in need of rehabilitation or replacement. The existing piping has cracked joints and shows signs of inflow/infiltration (I/I) as well as structural integrity issues and needs rehabilitation or replacement.

Purpose

The core area's sanitary sewer mainline piping has been televised, and the televising has revealed many issues that need correction. Common issues identified consist of cracked or broken piping, deformed piping, offset joints, settlement among others. If the sanitary sewer fails in any area there is chance that sewer backups can occur in homes causing damage.

By correcting these situations, we will ensure continued operation of the sanitary sewer system. Additionally, by fixing identified issues such as cracking or broken VCP mains, it will reduce I/I which is ultimately collected and pumped to the City of Fargo to with our wastewater which is a cost to the City as Fargo treats the I/I along with the city's wastewater.

Feasibility

This project was included in the 2024 CIP and is proposed to be paid for with Capital Improvement Sales Tax funds. No special assessments are proposed with this project.

Additionally, by reducing I/I into the system, there will be cost savings to West Fargo by not having to pay Fargo to treat the additional wastewater created by I/I.

Estimate of Probable Cost

Construction		\$1,765,000
Bid Proposal Items	\$1,355,904.55	
Contingency (~30%)	\$409,095.45	
Consultant (Design/Construction)		\$395,000
Legal & Administration (~5%)		\$88,350
City of WF Engineering		\$17,650
<hr/>		
Total Estimated Cost		\$2,266,000

Source of Funds

Special Assessments		\$0
City Funds		\$2,266,000
Capital Impr. Sales Tax	\$2,266,000	
Water/Sewer Revenue	\$0	
Water/Sewer Bond	\$0	
<hr/>		
Total		\$2,266,000

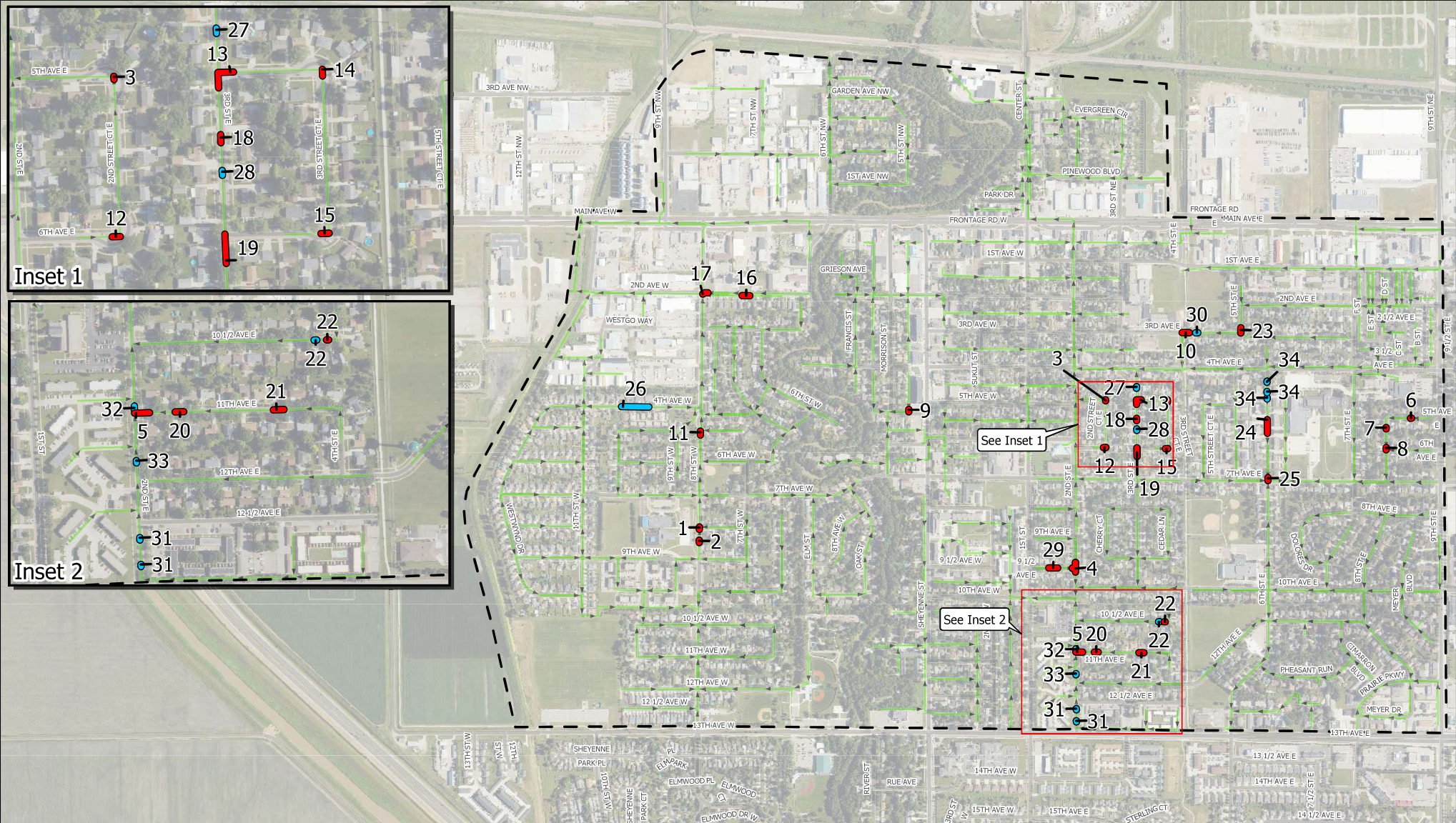
Attachments (Available upon request)

- A. Consultant’s report including Itemized Estimate of Probable Cost

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

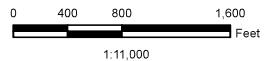
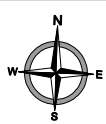
Dan Hanson
 Daniel R. Hanson, P.E.
 ND Registration No. 4962





**PROJECT NO. 1352 SANITARY SEWER SYSTEM
REHABILITATION AND INCIDENTALS
LOCATION INDEX EXHIBIT
WEST FARGO, NORTH DAKOTA**

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Legend

- Service
- Spot Repair
- 1 Core Area
- Gravity Main



EXHIBIT A to MSA

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

This is Task Order No. 100-2
consisting of 19 pages.

Task Order 100-2

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

1. Background Data

- a. Effective Date of Task Order: March 17, 2026
- b. Owner: City of West Fargo
- c. Engineer: Moore Engineering, Inc.
- d. Specific Project Title: Project No. 1352
- e. Specific Project Description: Sanitary Sewer System Rehabilitation and Incidentals
- f. Specific Project Location: Sanitary Sewer Spot Repairs and Relining
- g. Summary of Services: City Staff previously identified a priority project within its Core Area Capital Improvement Plan (CIP) to perform sanitary sewer spot repairs on high-risk issues that may cause future sewer backups within the mainline infrastructure. The CIP document includes a preliminary project footprint of known issue locations based upon previous sanitary sewer televising evaluation and maintenance efforts. The project scope has now been further evaluated within the Engineer's Report and based upon the anticipated approval of the Engineer's Report on April 6, 2026, City Staff has requested the design and construction related services Task Order necessary to complete the proposed Proj. 1352 project. The proposed improvements will include the reconstruction of sanitary sewer mains, correction of necessary spot repairs, manhole rehabilitations, and associated pavement replacement work due to sanitary sewer improvements. Furthermore, public outreach and record drawing administration tasks are required to complete this project.

2. Services of Engineer

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

- A. *Preliminary Design Phase – Prior to Preliminary Design, the City will complete any studies, reports, and/or any other work necessary to evaluate project alternatives and estimated costs. Services under this phase*

will begin once a preferred alternative is determined and the corresponding "Engineer's Report" has been approved by the Board of City Commissioners.

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

- j. Obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2018 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
 - k. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.
 - l. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.
2. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.
- B. *Final Design Phase*
1. Engineer shall:
 - a. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any deliverables executed by other Owner consultants, such as technical data, reports, drawings, and specifications, etc. shall be provided to Engineer.
 - b. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 - c. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 - d. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 - e. After consultation with Owner, identify extent of final rights of way, both temporary and permanent, needed for construction of the project.
 - f. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

- e. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 - f. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work.
 - g. Attend the bid opening as needed, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts. Bid tabulations will be provided in pdf and spreadsheet format.
 - h. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 - i. Coordinate execution of Contract by assembling contract documents for review by Owner, Owner's Attorney, and Contractor and assist in routing contracts between entities to obtain necessary signatures.
2. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

D. *Construction Phase*

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

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

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

safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

p. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

q. *Inspections and Tests*:

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

r. *Change Proposals and Claims*:

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

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

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

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

E. *Commissioning Phase*

- 1. Engineer shall:
 - a. Assist Owner in connection with the adjusting of Specific Project equipment and systems.
 - b. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
 - c. Prepare operation and maintenance manuals.
 - d. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.

- e. Prepare and furnish to Owner Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor. Record Drawings will be supplied in PDF format.

F. *Additional Design Related Services*

1. Public Outreach

- a. Correspondence with property owners regarding project phasing and schedule throughout the design, bidding, and construction stages of the project. The correspondence will include phone calls, emails, and written letters.
- b. Prepare property owner correspondence summary log and prepare summary for City documentation.

G. *Additional Construction Services*

1. Resident Project Representative

- a. The current Resident Project Representative effort is assumed to be (2) full-time RPR's at an assumed 20-week construction schedule. This effort will need to be revised if the project schedule is changed due to Contractor installation timelines, project delays, contractual time extensions, defective work, and/or other related construction work.
- b. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth below. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth below.
 - 1) Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
 - 2) Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in in this Task Order, are applicable.
 - 3) The duties and responsibilities of the RPR are as follows:

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

- to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- ii. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and
 - iii. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
- j) Inspections, Tests, and System Start-ups
- i. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - ii. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - iii. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - iv. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
 - v. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
- k) Records
- i. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
 - ii. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
 - iii. Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.
 - iv. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - v. Maintain records for use in preparing Specific Project documentation.
 - vi. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

- l) Reports
 - i. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - ii. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - iii. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
 - iv. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
 - m) *Payment Requests*: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
 - n) *Certificates, Operation and Maintenance Manuals*: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
 - o) Completion:
 - i. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.
 - ii. Participate in Engineer's visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - iii. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit A.1).
- 4) Resident Project Representative shall not:
- a) Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - b) Exceed limitations of Engineer's authority as set forth in this Agreement.
 - c) Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 - d) Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

- e) Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- f) Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- g) Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- h) Authorize Owner to occupy the Specific Project in whole or in part

2. Construction Staking

- a. The below list of infrastructure categories define the standard frequency of which the Engineer will provide construction staking for one time during the project.
- b. Water Mains/ Force Mains
 - 1) Centerline with offsets at 50' intervals
 - 2) Cut stakes to top of pipe with hubs, if plan calls for specified grades
 - 3) Curb Stop Locations
- c. Storm-Sanitary Sewers
 - 1) Centerline stakes with offsets and cuts to inverts at 50' intervals
 - 2) Manholes with offsets
 - 3) Inlets with offsets
 - 4) Wye locations
 - 5) Service ends with grades
- d. Streets
 - 1) Initial dirt grade stakes with lath every 100' and at high and low
 - 2) Subgrade blue tops for centerline and curb and gutter areas if so specified in construction contract
 - 3) Centerline gravel blue tops if so specified in construction contact
 - 4) Curb & gutter flow line stakes with offsets every 25'
 - 5) Concrete Paving grade stakes with offset at 25' intervals plus high and low points
- e. Lift Stations (without buildings)
 - 1) Location & elevation of rim and invert centerline of wet well, dry well, and/or check valve manhole.
- f. Buildings
 - 1) Location & elevation of corners of first floor with offsets.
 - 2) Location & elevation of corners of footing with offsets.
- g. Sidewalks/Multi-Use Paths
 - 1) Elevation & location of "Outside" finished edge (one edge) of Sidewalk or Multi-Use Path @ 25' stationing.
- h. Channels/Embankments
 - 1) Centerline cut/fill, daylights, and temporary construction easement limits (every 200').
 - 2) Culvert alignment, lengths, and invert elevations with offsets.
 - 3) Structure locations and invert elevations with offsets.

- i. Ponds/Lakes
 - 1) Location and elevation of bottom of lake/pond every 200’.
 - 2) Location and elevation of changes in slopes (i.e. hinges) every 200’.
 - 3) Location and elevation of contour defining bottom of planting area used to protect slopes every 200’.
 - 4) Topsoil stripping location every 200’.
 - 5) Three elevation control points.

3. Construction Re-staking

- a. All construction staking services beyond the defined list above.

4. Record Drawing Administration

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

3. City's Responsibilities

City shall have those responsibilities as follows:

- A. City shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to unreasonably delay or interfere with the services of MEI

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

4. Task Order Schedule

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

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

5. Payments to Engineer

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

Project Type	Preliminary Design, Final Design, Bidding or Negotiation Phases (% of Final Construction Contract Value plus value of any alternates designed but not constructed)	Construction, and Commissioning Phases (% of Final Construction Contract Value)
All other projects	5.0%	3.5%
Estimated Value of Final Construction Contract		\$1,765,000
Estimated Compensation based on 8.5% of Construction		\$150,025
TOTAL TASK ORDER (TO 100-2)		\$320,025

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

TASK CATEGORY & TASK	TASK ORDER NO.	PREVIOUS FEE (\$)	INCREASED FEE (\$)	AMENDED MAXIMUM FEE (\$)
Study & Report Services				
Feasibility Study	100 100-1	\$57,000		\$57,000
Additional Design Related Services				
Public Outreach	100 100-2	\$3,000	\$5,000	\$8,000
Additional Construction Phase Services				
Resident Project Representative	100-2	\$0	\$150,000	\$150,000
Construction Staking	100-2	\$0	\$5,000	\$5,000
Additional Record Drawing Administration	100-2	\$0	\$10,000	\$10,000
ADDITIONAL {AMENDED} SERVICES SUBTOTAL (TO 100-2)			\$170,000	
ADDITIONAL {AMENDED} SERVICES SUBTOTAL (100 100-1 100-2)		\$60,000	\$170,000	\$230,000

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

Services to be Provided	Estimated Compensation
Additional Services Subtotal	\$230,000
Estimated Compensation based on 8.5% of Construction	\$150,025
TOTAL ESTIMATED COMPENSATION UNDER ALL TASK ORDERS (100 100-1 100-2)	\$380,025

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

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

- a. None

7. Other Modifications to Agreement and Exhibits:

- a. None

8. Attachments:

- a. None

9. Other Documents Incorporated by Reference:

- a. None

10. Terms and Conditions


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

The Effective Date of this Task Order No. 100-2 is March 17, 2026.

CITY: City of West Fargo

ENGINEER: Moore Engineering, Inc.

By: _____

By:  _____

Print Name: Dan Hanson, PE

Print Name: Lee T. Beauvais, PE

Title: Senior Director of Community and Development Services

Title: Vice President of Production

Engineer License or Firm's Certificate No. (if required): 011C
State of: North Dakota

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Jerrold Wallace, PE

Name: Matt Prochniak, PE

Title: City Engineer

Title: Project Manager

Address: 2515 6th Street E.
West Fargo, ND 58078

Address: 925 10th Avenue East,
West Fargo, ND 58078

E-Mail Address: Jerry.Wallace@westfargond.gov

E-Mail Address: matt.prochniak@mooreengineeringinc.com

Phone: (701) 515-5050

Phone: (701) 282-4692

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING ENGINEER'S REPORT

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, North Dakota, that the report of the Engineer for the City of West Fargo as to the general nature, purpose and feasibility along with an estimate of the probable cost of the work has been filed with this Board and that the same is hereby approved for Project No. 1352– Sanitary Sewer System Rehabilitation – Spot Repairs and Relining of the City of West Fargo.

Dated: April 6, 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 rehabilitating sanitary sewer mainlines located within city streets that are in failing condition in connection with the above specified improvements, be constructed and made in Project No. 1352 – Sanitary Sewer System Rehabilitation – Spot Repairs and Relining 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: April 6, 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: Downtown RRFB Pedestrian Improvements

Requested Action/Staff Recommendation: Create Project No. 2305 and Authorize Purchase and Installation of RRFB's Downtown

Presented By: Dan Hanson, Senior Director of Community and Development Services

New Information:

The Engineering Department was notified that while there is street lighting in downtown West Fargo, improvements could be made to increase lighting at crosswalks to enhance visibility of pedestrians during low light situations.

Background & Project Summary:

This project would direct Public Works staff to order and install Rapid Reflecting Flashing Beacons (RRFB's) at crosswalks in the downtown area to improve pedestrian safety throughout the downtown corridor.

Attached is a location map showing 4 existing crosswalks where the RRFB's are proposed to be installed.

Financial Analysis:

Quotes were requested from two suppliers that the city has used in the past and TAPCO was the lowest bidder in the amount of \$5,098.80 per set of RRFB's. Public Works would also have to purchase approximately \$300 per crosswalk of mounting equipment, bringing the total cost per crosswalk to approximately \$5,400.

Total cost of this improvement is estimated to be \$21,600 and it is proposed to be paid using Capital Improvement Sales Tax funds.

No special assessments are proposed with this project.

Policy Analysis:

The City of West Fargo prides itself in being a walkable community and is continually looking for ways to improve pedestrian safety.

Supporting Documents:

- Improvement Process Overview Flow Chart
- Project Location Map

- Quotes Received
- Associated Resolution

Previously Presented Information & Commission Actions:

None

West Fargo City Commission

Bernie Dardis, Commission President

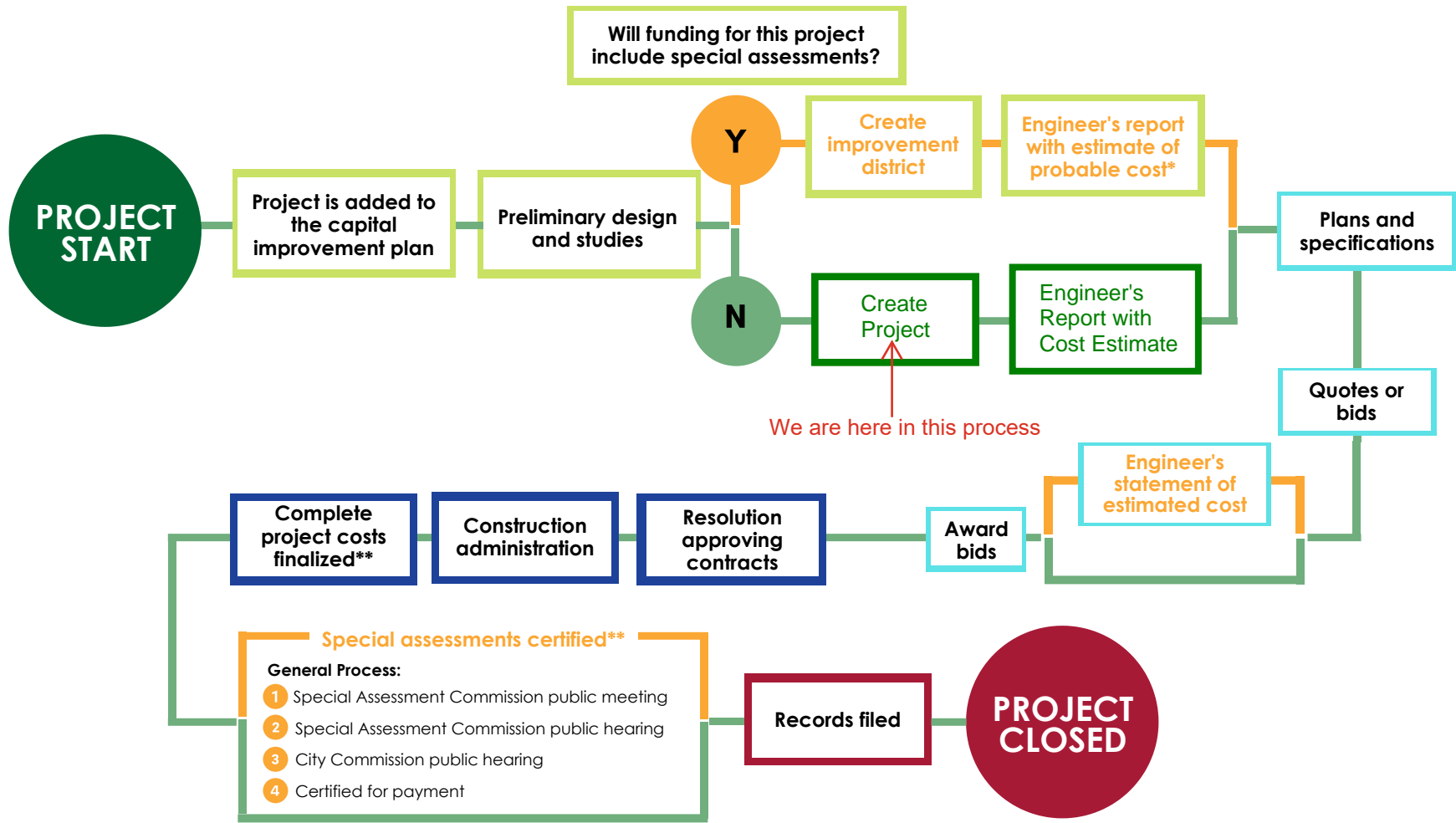
Brad Olson, Commission Vice President

Roben Anderson, Rory Jorgensen, Amy Zundel, Commissioners

Dustin Scott, City Administrator

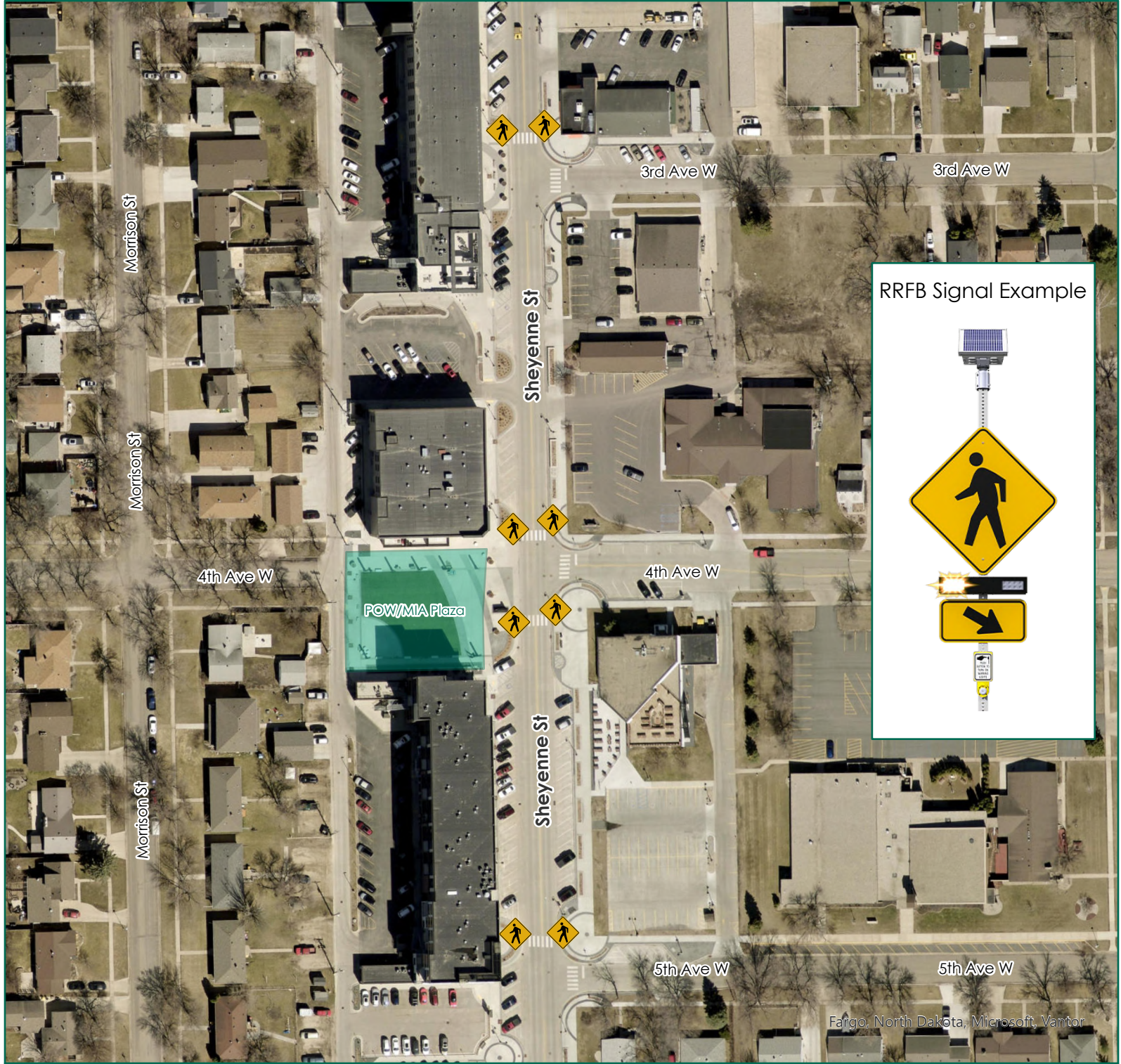
Process for Contracts and Improvements

Improvement Process Overview



*The City of West Fargo creates an engineer's report and estimate of probable cost for most projects, but is legally required to do so for projects using special assessment funding.

**The special assessment certification process allocates the cost of the project after the complete cost of the project is final. The Special Assessment Commission does not discuss project costs.



RRFB Signal Example

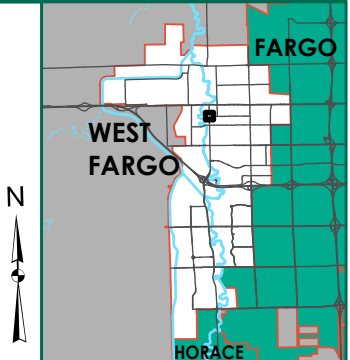
PROJECT NO. 2305

Proposed Downtown RRFB Pedestrian Improvements

Prepared by:



Issued: 3/30/2026





Traffic and Parking Control Co., LLC
 5100 West Brown Deer Rd
 Brown Deer, WI 53223
 United States of America
 Phone No.:800-236-0112
 E-Mail: Tapcosales@tapconet.com

SALES QUOTE

SALES QUOTE DATE
 3/24/2026
SALES QUOTE NUMBER
 Q26005112
CUSTOMER NO.
 C32195
 Page: 1

BILL TO
 City of West Fargo
 Scott Tiffany
 810 12th Ave Nw
 West Fargo, ND 58078-1069
 United States of America

SHIP TO
 City of West Fargo
 Cory Ramsey
 810 12th Ave Nw
 West Fargo, ND 58078-1069
 United States of America

Ext. Document No.	SHIP VIA	TERMS	SALESPERSON	VALID UNTIL
	BEST RATE Prepaid & Add	Net 30 DAYS	Sydney Catania	4/23/2026

Item/Description	U/M	Quantity	Unit Price	Total Price
605005 Crosswalk System, Solar, TOP, RRFB, DS, 19/18, APS PB, Software Subscription	Each	1	5,098.80	5,098.80
138089 RRFB, Dimmable, Assembly with Universal Mounting Kit	Each	4		
144162 Push Button, iNX, No Braille, Yellow Single Arrow, 9"x12" R10-25 Faceplate	Each	2		
146153-50 Cable, Bulk, 6C 18AWG, Outdoor/Burial Rated, ICEA E2 Color, 50 Foot Length	Each	1		
151592 BATTERY, AGM, 12V, 9Ah, UB1290	Each	4		
505013 Cabinet,Smart Controller,RRFB,19W Top of Pole	Each	2		
SH-1-ENTERPRISE TRIAL Smart Hub Software Subscription, 1 Year Included, Renews Anually	Each	1		
Customer Supplied Poles and Signs Furnish Only, No Install Plus Shipping				

All prices are listed in US Dollar (USD)
 For terms and conditions, please visit <https://www.tapconet.com/terms-conditions>

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION CREATING PROJECT NO. 2305 – DOWNTOWN RRFB PEDESTRIAN
IMPROVEMENTS OF THE CITY OF WEST FARGO, NORTH DAKOTA

WHEREAS, Jerry Wallace, a Registered Professional Engineer, is the Engineer for the City of West Fargo, and the Board of City Commissioners has consulted with him relating to the establishment, size and form and other matters with regard to Project No. 2305 – Downtown RRFB Pedestrian Improvements of the City of West Fargo; and

WHEREAS, it is deemed necessary to establish a pedestrian improvement project within the City of West Fargo;

NOW THEREFORE, be it resolved as follows:

That there is hereby created Project No. 2305 – Downtown RRFB Pedestrian Improvements of the City of West Fargo, North Dakota.

Dated: April 6, 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.

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

Requested Action/Staff Recommendation: Accept Bid and Award Contract, contingent upon NDDEQ Environmental Review Approval

Presented By: Dan Hanson, Senior Director of Community & Development

New Information:

On March 2, 2026, the Commission approved the plans and specifications for this project and authorized it to be advertised for bids. On March 26, 2026, bids were received and there were two bids in the amount of \$3,506,778 and \$3,878,325. Sellin Brothers, Inc. was the lowest in the amount of \$2,506,778.

The Opinion of Probable Cost from the original Engineer's Report approved September 22, 2025, was \$2,514,610 and the final engineer's estimate after design had been completed and prior to bidding was \$3,005,850.

The current low bid is 39.45% higher than the original construction cost estimate in the Engineer's Report and 16.67% higher than the pre-bid engineer's estimate. This is likely a result of bidding the project later in the bidding season, creating a less competitive bidding environment as we only received 2 bids on the project. In comparison, we bid out the Meadow Ridge project on February 26th and we received 4 bidders on that project.

Included in the packet is a financial timeline of the project showing the estimated costs from the original Engineer's Report in September before the project went to design, then an estimated cost based off of the pre-bid Engineer's Estimate and finally the actual costs reflecting the bid prices.

The total cost of the project based on the current bid is projected to be \$5,175,000. With this projected total cost of the project, special assessments on average for a single-family residence are estimated to be approximately \$3,750 higher than originally projected which would equate to an additional \$192 per year which includes a 15% construction contingency.

There are two options to move forward. These are as follows:

1. Award the project to Sellin Brothers with the current bid and move forward with the project to be constructed this summer.
2. Reject all bids and rebid the project in December to hopefully capture a more competitive bidding environment.

If it is chosen to reject all bids and rebid the project, there is no guarantee that we will receive cheaper bids with that effort. Additionally, there are costs associated with rebidding the project as well. Things that can have an effect on a rebid are inflation or other possible external influences such as tariffs for example.

The recommendation is to move forward with awarding the bids as it is a necessary project given the condition of the existing roadways and infrastructure.

Background & Project Summary:

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

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

Financial Analysis:

70% of the project is proposed to be paid for utilizing Capital Improvements Sales Tax funds. The remaining 30% of project costs are proposed to be specially assessed to the benefitting properties.

A grant from the ND Dept. of Water Resources (DWR), as well as several low-interest loans, are being pursued. If successful, these funds would be applied to reduce the cost of the project. The State Water Commission has a meeting scheduled for April 8, 2026, where they will determine if the project receives matching funds amounting to up to 60% of the cost of the watermain improvement portion of the project. Early indications from their office are that the project will either not receive these funds or if it does, it would be closer to 30% of the cost of the watermain improvements.

In this packet are the current estimated special assessments for the project without the DWR grant funds and with DWR grant funds applied to the amount applied for reference.

Supporting Documents:

- Improvement Process Overview Flow Chart
- Project Financial Timeline
- Affidavit of Publication
- Bid Tabulation
- Notice of Award
- Engineer's Statement of Cost
- Associated Resolution

Previously Presented Information & Commission Actions:

March 2, 2026 –

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

November 17, 2025 –

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

October 6, 2025 –

- **Staff Recommendation:** Authorize Resolution of Necessity and Approve Task Order No. 97-1

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

September 22, 2025 –

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

June 2, 2025 –

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

West Fargo City Commission

Bernie Dardis, Commission President

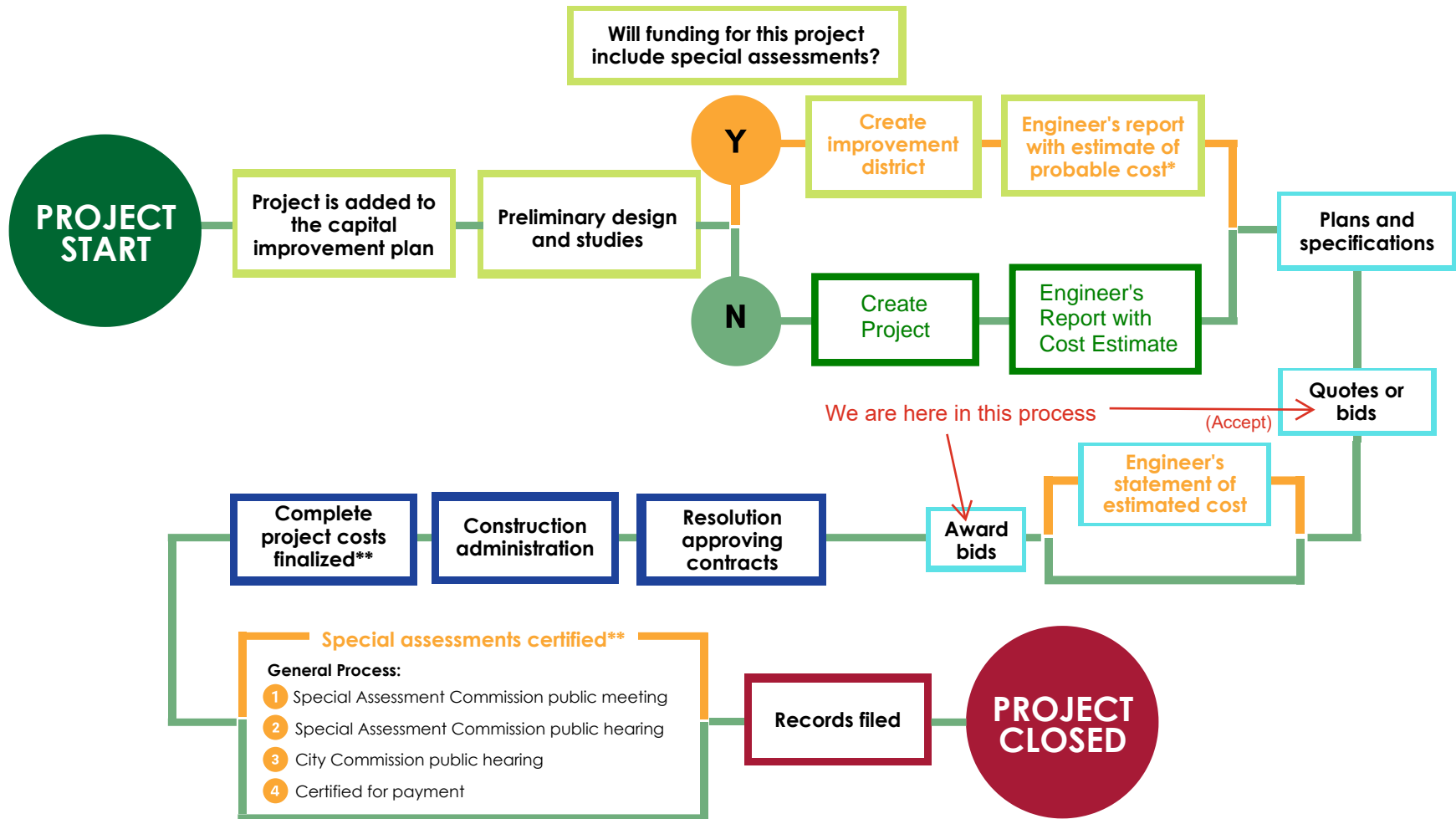
Brad Olson, Commission Vice President

Roben Anderson, Rory Jorgensen, Amy Zundel, Commissioners

Dustin Scott, City Administrator

Process for Contracts and Improvements

Improvement Process Overview



*The City of West Fargo creates an engineer's report and estimate of probable cost for most projects, but is legally required to do so for projects using special assessment funding.

**The special assessment certification process allocates the cost of the project after the complete cost of the project is final. The Special Assessment Commission does not discuss project costs.

Improvement District No. 3009 - Project Financial Timeline

Estimate of Cost

	Engineer's Report September 22, 2025	Bidding Engineer's Estimate March 26, 2026	Bid Results April 6, 2026
Construction	\$2,895,000.00	\$3,430,390.00	\$4,032,794.70
Bid Proposal Items	\$2,514,610.00	\$3,050,000.00	\$3,506,778.00
Contingency (~15%)	\$380,390.00	\$380,390.00	\$526,016.70
Consultant (Design/Construction)	\$671,075.00	\$700,000.00	\$738,076.13
Legal & Administration (~5%)	\$144,750.00	\$171,305.00	\$202,489.44
Bonding/Interest (~4%)	\$120,225.00	\$137,000.00	\$161,311.78
City of WF Engineering Fee (1%)	\$28,950.00	\$34,305.00	\$40,327.95
Total Estimated Cost	\$3,860,000.00	\$4,473,000.00	\$5,175,000.00
Source of Funds			
Special Assessments	\$776,280.00		\$1,307,017.56
DWR Watermain Grant Funds	\$992,400.00		\$46,066.00
City Funds - Capital Improvement Sales Tax	\$2,091,320.00		\$3,821,916.44
Total Estimated Cost	\$3,860,000.00	\$4,473,000.00	\$5,175,000.00

March 26, 2026

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

Re: Improvement Dist. No. 3009
1st Ave East (Sheyenne St – 4th St)
West Fargo, ND
Moore Project No. 30291

Dear Mr. Wallace,

Bids were opened online during a virtual meeting for the above referenced project on March 26, 2026 at 10:30 a.m. The received bids were compiled and the bid tabulation is enclosed for your review. Sellin Brothers, Inc. is the low bidder with a bid amount of \$3,506,778. Our Engineer's Opinion of Probable Cost with the Engineer's Report was \$2,514,610 without contingencies. Our final engineer's estimate prior to bidding was \$3,005,850 without contingencies.

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

Lastly, enclosed is information pertaining to the Special Assessments based on the City's Special Assessment Policy and the Engineer's Statement of Cost. This information includes the benefit methodology and associated map, a Preliminary Funding Summary and preliminary Special Assessment Allocations by Parcel.

Please review the enclosed information and provide comment, if any, at your earliest convenience. To meet the project's proposed schedule, the Contract is anticipated to be awarded by the West Fargo City Commission on April 6, 2026 contingent upon NDDEQ environmental review approval. If the Contract is awarded by the Commission, please sign, date, and return the enclosed Notice of Award so we can begin working on the Contracts.

Sincerely,



Matt Prochniak, PE
Project Manager

Enclosures:
Affidavit of Publication
Bid Tabulations

Notice of Award

Engineer's Statement of Cost

Special Assessment documents based on the Engineer's Statement of Cost:

Benefit Methodology

Benefit Methodology Map

Preliminary Funding Summary

Assessment Allocations by Parcels



AFFIDAVIT OF PUBLICATION

State of Florida, County of Orange, ss:

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

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

2. The newspaper listed on the exhibit published the advertisement of: **ND Bids/Proposals Notice**; (2) time: *Wednesday, March 11, 2026, Wednesday, March 18, 2026*, as required by law or ordinance.

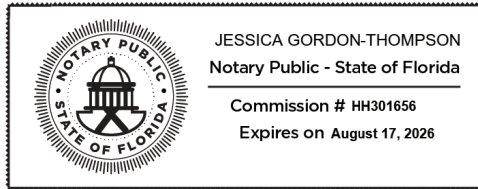
3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

Anjana Bhadoriya

(Signed) _____

VERIFICATION

State of Florida
County of Orange



Subscribed in my presence and sworn to before me on this: **03/19/2026**

J. Rao

Notary Public
Notarized remotely online using communication technology via Proof.

CITY OF WEST FARGO, NORTH DAKOTA
IMPROVEMENT DISTRICT NO. 3009; REPLACEMENT OF WATER SUPPLY, SEWERAGE SYSTEMS, STREET RECONSTRUCTION, AND INCIDENTALS
1ST AVENUE EAST (SHEYENNE ST - 4TH ST)
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 March 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.QuestCDN.com.
The Project consists of following Work: replacement of water distribution, installation of sanitary sewer collection system, sanitary sewer lift station abandonment; replacement of storm sewer system; 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.QuestCDN.com. You may download the complete set of digital documents for a nonrefundable fee of \$50.00 by locating eBid DocTM Number 10073210 on the website. Contact Quest CDN Customer Support at 952-233-1632 or info@QuestCDN.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: March 2, 2026

(Mar. 11 & 18, 2026)



BID TABULATION

Improvement District No. 3009
 1st Avenue East (Sheyenne St. - 4th St.)
 West Fargo ND
 Project No. 30291
 Bid Date: March 26, 2026

Sellin Brothers, Inc.
 1204 Hobart Street
 Hawley, MN 56549

Dakota Underground Company
 4001 15th Ave NW
 Fargo, ND 58102

BID ITEM NO. & DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
Sanitary Sewer						
1. Plan Temporary Bypass Sewer System	L SUM	1	\$75,000.00	\$75,000.00	\$80,000.00	\$80,000.00
2. Plan Abandon Lift Station	L SUM	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
3. Plan Connect to Existing Lift Station	L SUM	1	\$50,000.00	\$50,000.00	\$80,000.00	\$80,000.00
4. 330130.11 Televiser - Mainline	LF	1,153	\$3.00	\$3,459.00	\$4.00	\$4,612.00
5. 330507.13 Directional Drill Sanitary Sewer - 10" - PVC	LF	153	\$315.00	\$48,195.00	\$80.00	\$12,240.00
6. 330561 Sanitary Sewer Manhole - 48"	EA	3	\$17,500.00	\$52,500.00	\$17,400.00	\$52,200.00
7. 333111 Sanitary Sewer - 10" - PVC SDR35	LF	1,000	\$145.00	\$145,000.00	\$278.00	\$278,000.00
Water Main						
8. Plan Temporary Water	L SUM	1	\$1.00	\$1.00	\$100,000.00	\$100,000.00
9. 24200 Removal of Gate Valve	EA	15	\$500.00	\$7,500.00	\$1,000.00	\$15,000.00
10. 24200 Removal of Hydrant	EA	4	\$750.00	\$3,000.00	\$1,000.00	\$4,000.00
11. 24200 Removal of Water Main - CIP	LF	575	\$6.00	\$3,450.00	\$26.00	\$14,950.00
12. 28213.33 Removal of ACP	LF	2,038	\$75.00	\$152,850.00	\$53.00	\$108,014.00
13. 330507.13 Directional Drill Water Main - 6" - PVC	LF	315	\$105.00	\$33,075.00	\$156.00	\$49,140.00
14. 331413 Water Main - 4" - PVC	LF	3	\$1,000.00	\$3,000.00	\$401.00	\$1,203.00
15. 331413 Water Main - 6" - PVC	LF	197	\$145.00	\$28,565.00	\$116.00	\$22,852.00
16. 331413 Water Main - 8" - PVC	LF	2,338	\$105.00	\$245,490.00	\$120.00	\$280,560.00
17. 330130.25 Water Main - 8" - Close Tolerance Pipe Slurrificati	LF	175	\$525.00	\$91,875.00	\$374.00	\$65,450.00
18. 331417 Water Service Connection - 1"	EA	48	\$3,000.00	\$144,000.00	\$4,100.00	\$196,800.00
19. 331417 Water Service Line - 1"	LF	1,266	\$50.00	\$63,300.00	\$44.00	\$55,704.00
20. 331417 Water Service Connection - 2"	EA	1	\$4,265.00	\$4,265.00	\$6,100.00	\$6,100.00
21. 331417 Water Service Line - 2"	LF	18	\$80.00	\$1,440.00	\$112.00	\$2,016.00
22. 331419 Gate Valve & Box - 4"	EA	1	\$3,300.00	\$3,300.00	\$4,800.00	\$4,800.00
23. 331419 Gate Valve & Box - 6"	EA	11	\$3,850.00	\$42,350.00	\$5,200.00	\$57,200.00
24. 331419 Gate Valve & Box - 8"	EA	11	\$5,000.00	\$55,000.00	\$7,900.00	\$86,900.00
25. 331419 Hydrant - 6"	EA	7	\$9,750.00	\$68,250.00	\$9,300.00	\$65,100.00
Storm Sewer						
26. 24200 Removal of Inlet	EA	16	\$625.00	\$10,000.00	\$1,300.00	\$20,800.00
27. 24200 Removal of Storm Manhole	EA	4	\$750.00	\$3,000.00	\$2,600.00	\$10,400.00
28. 24200 Removal of Storm Sewer	LF	945	\$25.00	\$23,625.00	\$52.00	\$49,140.00
29. 330561 Storm Sewer Inlet - 2'x3'	EA	9	\$9,200.00	\$82,800.00	\$5,700.00	\$51,300.00
30. 330561 Storm Sewer Catch Basin - 30"	EA	1	\$8,000.00	\$8,000.00	\$5,200.00	\$5,200.00
31. 330561 Storm Sewer Catch Basin - 48"	EA	4	\$7,000.00	\$28,000.00	\$7,700.00	\$30,800.00
32. 330561 Storm Sewer Catch Basin - 60"	EA	2	\$15,750.00	\$31,500.00	\$10,800.00	\$21,600.00
33. 330561 Storm Sewer Manhole - 48"	EA	4	\$12,500.00	\$50,000.00	\$8,100.00	\$32,400.00
34. 330561 Storm Sewer Manhole - 60"	EA	3	\$17,000.00	\$51,000.00	\$12,400.00	\$37,200.00
35. 334213.13 Storm Sewer - 15" - RCP	LF	503	\$87.00	\$43,761.00	\$130.00	\$65,390.00
36. 334213.13 Storm Sewer - 18" - RCP	LF	423	\$88.00	\$37,224.00	\$140.00	\$59,220.00
37. 334213.13 Storm Sewer - 24" - RCP	LF	30	\$175.00	\$5,250.00	\$160.00	\$4,800.00
38. 334213.13 Storm Sewer - 4" - Perforated PVC	LF	4,710	\$20.00	\$94,200.00	\$16.00	\$75,360.00
Street						
39. 24200 Removal of Concrete	SY	793	\$35.00	\$27,755.00	\$25.00	\$19,825.00
40. 24200 Removal of Asphalt	SY	9,436	\$5.00	\$47,180.00	\$20.00	\$188,720.00
41. 24200 Removal of Curb & Gutter	LF	1,486	\$12.00	\$17,832.00	\$20.00	\$29,720.00
42. 312300 Subgrade Preparation	SY	9,436	\$4.00	\$37,744.00	\$4.00	\$37,744.00
43. Plan Geogrid	SY	9,436	\$7.50	\$70,770.00	\$6.00	\$56,616.00
44. 321123 Aggregate Base Course	CY	2,600	\$75.00	\$195,000.00	\$84.00	\$218,400.00
45. 321216 Superpave FAA 43	TON	3,460	\$87.00	\$301,020.00	\$94.00	\$325,240.00





BID TABULATION

Improvement District No. 3009
 1st Avenue East (Sheyenne St. - 4th St.)
 West Fargo ND
 Project No. 30291
 Bid Date: March 26, 2026

Sellin Brothers, Inc.
 1204 Hobart Street
 Hawley, MN 56549

Dakota Underground Company
 4001 15th Ave NW
 Fargo, ND 58102

BID ITEM NO. & DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
46. 321313 Non-Reinforced Concrete Paving - 8"	SY	104	\$126.00	\$13,104.00	\$244.00	\$25,376.00
47. 321313 Curb & Gutter	LF	1,342	\$57.00	\$76,494.00	\$54.00	\$72,468.00
48. 321313 Valley Gutter - 7"	SY	28	\$143.00	\$4,004.00	\$171.00	\$4,788.00
49. 321623 Driveway Concrete - 6"	SY	220	\$117.00	\$25,740.00	\$139.00	\$30,580.00
50. 321623 Pigmented Imprinted Concrete - 5"	SY	22	\$160.00	\$3,520.00	\$282.00	\$6,204.00
51. 321623 Sidewalk Concrete - 4"	SY	531	\$91.00	\$48,321.00	\$106.00	\$56,286.00
52. 321623 Sidewalk Concrete - 6"	SY	128	\$117.00	\$14,976.00	\$139.00	\$17,792.00
53. 321623 Detectable Warning Panel	SF	210	\$66.00	\$13,860.00	\$66.00	\$13,860.00
54. 321723 Epoxy Pavement Marking - 24" Line	LF	75	\$42.00	\$3,150.00	\$44.00	\$3,300.00
Electrical Items						
55. 16000 Concrete Base	EA	3	\$2,225.00	\$6,675.00	\$2,310.00	\$6,930.00
56. 16000 Innerduct / Conduit	LF	475	\$21.00	\$9,975.00	\$22.00	\$10,450.00
57. 16000 2 #6 Cu Conductors w/#6 GND	LF	475	\$11.00	\$5,225.00	\$11.00	\$5,225.00
58. 16000 Street Light Standard - Type A	EA	2	\$8,500.00	\$17,000.00	\$8,800.00	\$17,600.00
59. 16000 Tracer Conductor	LF	475	\$2.15	\$1,021.25	\$2.20	\$1,045.00
60. 16000 Junction Box	EA	2	\$3,200.00	\$6,400.00	\$3,300.00	\$6,600.00
61. 16000 Relocate Street Light Unit	EA	1	\$7,500.00	\$7,500.00	\$7,700.00	\$7,700.00
62. 16000 Remove Street Light Unit	EA	1	\$10,000.00	\$10,000.00	\$8,800.00	\$8,800.00
63. 16000 Decommission Lift Station - Electrical	L SUM	1	\$35,000.00	\$35,000.00	\$13,200.00	\$13,200.00
General Items						
64. 12000 Mobilization	L SUM	1	\$468,001.75	\$468,001.75	\$320,000.00	\$320,000.00
65. 15000 Traffic Control	L SUM	1	\$35,000.00	\$35,000.00	\$20,000.00	\$20,000.00
66. 24200 Removal of Trees	EA	19	\$1,200.00	\$22,800.00	\$660.00	\$12,540.00
67. 312316 Topsoil	CY	188	\$60.00	\$11,280.00	\$165.00	\$31,020.00
68. 312316 Topsoil Imported	CY	47	\$75.00	\$3,525.00	\$43.00	\$2,021.00
69. 312316 Excavation Waste	CY	2,145	\$35.00	\$75,075.00	\$50.00	\$107,250.00
70. 312500 Storm Water Management	L SUM	1	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00
71. 329219 Hydraulic Mulch	SY	2,300	\$0.65	\$1,495.00	\$0.66	\$1,518.00
72. 329219 Seeding	SY	2,300	\$3.15	\$7,245.00	\$3.30	\$7,590.00
73. 329219 Water	MGAL	105	\$42.00	\$4,410.00	\$44.00	\$4,620.00
74. 329300 Tree - Large Deciduous	EA	17	\$615.00	\$10,455.00	\$638.00	\$10,846.00
TOTAL				\$3,506,778.00		\$3,878,325.00

NOTICE OF AWARD

Date of Issuance:

Owner:	City of West Fargo	Owner's Project No.:	3009
Engineer:	Moore Engineering, Inc.	Engineer's Project No.:	30291
Project:	1 st Avenue East (Sheyenne St.-4 th St.)		
Contract Name:	Improvement District No. 3009		
Bidder:	Sellin Brothers, Inc.		
Bidder's Address:	1204 Hobart Street Hawley, MN 56549		

You are notified that Owner has accepted your Bid dated March 6, 2026 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Replacement of water distribution, installation of sanitary sewer collection system, sanitary sewer lift station abandonment; replacement of storm sewer system; street reconstruction; street lighting; concrete flatwork; and incidental items.

The Contract Price of the awarded Contract is \$3,506,778. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

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

1. Deliver to Owner Three (3) counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

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

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

Owner:	City of West Fargo
By (signature):	_____
Name (printed):	Bernie L. Dardis
Title:	President of the Board of City Commissioners

Copy: Engineer



ENGINEERING DEPARTMENT

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

April 6, 2026

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

Re: Improvement District No. 3009; Replacement of Water Supply, Sewerage Systems, Street Reconstruction, and Incidentals – 1st Avenue East (Sheyenne St. – 4th St.)

WHEREAS, bids were opened and filed for Replacement of Water Supply, Sewerage Systems, Street Reconstruction, and Incidentals Improvement District No. 3009 for the City of West Fargo, North Dakota; and

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

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

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

That the following (and/or attached hereto) is a detailed statement of the estimated cost for work described as Improvement District No. 3009; Replacement of Water Supply, Sewerage Systems, Street Reconstruction, and Incidentals – 1st Avenue East (Sheyenne St. – 4th St.) of the City of West Fargo, North Dakota.

IN WITNESS THEREOF, I have hereunto set my hand and seal this ____ day of _____, 2026.

Jerrold F. Wallace
ND REG. NO. 27431

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





Improvement District No. 3009
1st Avenue East (Sheyenne St. - 4th St.)
West Fargo ND
Project No. 30291
ENGINEER'S STATEMENT OF ESTIMATED COST

BID ITEM NO. & DESCRIPTION		UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
Sanitary Sewer					
1.	Plan Temporary Bypass Sewer System	L SUM	1	\$75,000.00	\$75,000.00
2.	Plan Abandon Lift Station	L SUM	1	\$50,000.00	\$50,000.00
3.	Plan Connect to Existing Lift Station	L SUM	1	\$50,000.00	\$50,000.00
4.	330130.11 Televiser - Mainline	LF	1,153	\$3.00	\$3,459.00
5.	330507.13 Directional Drill Sanitary Sewer - 10" - PVC	LF	153	\$315.00	\$48,195.00
6.	330561.00 Sanitary Sewer Manhole - 48"	EA	3	\$17,500.00	\$52,500.00
7.	333111.00 Sanitary Sewer - 10" - PVC SDR35	LF	1,000	\$145.00	\$145,000.00
Water Main					
8.	Plan Temporary Water	L SUM	1	\$1.00	\$1.00
9.	24200.00 Removal of Gate Valve	EA	15	\$500.00	\$7,500.00
10.	24200.00 Removal of Hydrant	EA	4	\$750.00	\$3,000.00
11.	24200.00 Removal of Water Main - CIP	LF	575	\$6.00	\$3,450.00
12.	28213.33 Removal of ACP	LF	2,038	\$75.00	\$152,850.00
13.	330507.13 Directional Drill Water Main - 6" - PVC	LF	315	\$105.00	\$33,075.00
14.	331413.00 Water Main - 4" - PVC	LF	3	\$1,000.00	\$3,000.00
15.	331413.00 Water Main - 6" - PVC	LF	197	\$145.00	\$28,565.00
16.	331413.00 Water Main - 8" - PVC	LF	2,338	\$105.00	\$245,490.00
17.	330130.25 Water Main - 8" - Close Tolerance Pipe Slurrific	LF	175	\$525.00	\$91,875.00
18.	331417.00 Water Service Connection - 1"	EA	48	\$3,000.00	\$144,000.00
19.	331417.00 Water Service Line - 1"	LF	1,266	\$50.00	\$63,300.00
20.	331417.00 Water Service Connection - 2"	EA	1	\$4,265.00	\$4,265.00
21.	331417.00 Water Service Line - 2"	LF	18	\$80.00	\$1,440.00
22.	331419.00 Gate Valve & Box - 4"	EA	1	\$3,300.00	\$3,300.00
23.	331419.00 Gate Valve & Box - 6"	EA	11	\$3,850.00	\$42,350.00
24.	331419.00 Gate Valve & Box - 8"	EA	11	\$5,000.00	\$55,000.00
25.	331419.00 Hydrant - 6"	EA	7	\$9,750.00	\$68,250.00
Storm Sewer					
26.	24200.00 Removal of Inlet	EA	16	\$625.00	\$10,000.00
27.	24200.00 Removal of Storm Manhole	EA	4	\$750.00	\$3,000.00
28.	24200.00 Removal of Storm Sewer	LF	945	\$25.00	\$23,625.00
29.	330561.00 Storm Sewer Inlet - 2'x3'	EA	9	\$9,200.00	\$82,800.00
30.	330561.00 Storm Sewer Catch Basin - 30"	EA	1	\$8,000.00	\$8,000.00
31.	330561.00 Storm Sewer Catch Basin - 48"	EA	4	\$7,000.00	\$28,000.00
32.	330561.00 Storm Sewer Catch Basin - 60"	EA	2	\$15,750.00	\$31,500.00
33.	330561.00 Storm Sewer Manhole - 48"	EA	4	\$12,500.00	\$50,000.00
34.	330561.00 Storm Sewer Manhole - 60"	EA	3	\$17,000.00	\$51,000.00
35.	334213.13 Storm Sewer - 15" - RCP	LF	503	\$87.00	\$43,761.00
36.	334213.13 Storm Sewer - 18" - RCP	LF	423	\$88.00	\$37,224.00
37.	334213.13 Storm Sewer - 24" - RCP	LF	30	\$175.00	\$5,250.00
38.	334213.13 Storm Sewer - 4" - Perforated PVC	LF	4,710	\$20.00	\$94,200.00



Improvement District No. 3009
1st Avenue East (Sheyenne St. - 4th St.)
West Fargo ND
Project No. 30291
ENGINEER'S STATEMENT OF ESTIMATED COST

BID ITEM NO. & DESCRIPTION		UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	
Street						
39.	24200.00	Removal of Concrete	SY	793	\$35.00	\$27,755.00
40.	24200.00	Removal of Asphalt	SY	9,436	\$5.00	\$47,180.00
41.	24200.00	Removal of Curb & Gutter	LF	1,486	\$12.00	\$17,832.00
42.	312300.00	Subgrade Preparation	SY	9,436	\$4.00	\$37,744.00
43.	Plan	Geogrid	SY	9,436	\$7.50	\$70,770.00
44.	321123.00	Aggregate Base Course	CY	2,600	\$75.00	\$195,000.00
45.	321216.00	Superpave FAA 43	TON	3,460	\$87.00	\$301,020.00
46.	321313.00	Non-Reinforced Concrete Paving -8"	SY	104	\$126.00	\$13,104.00
47.	321313.00	Curb & Gutter	LF	1,342	\$57.00	\$76,494.00
48.	321313.00	Valley Gutter - 7"	SY	28	\$143.00	\$4,004.00
49.	321623.00	Driveway Concrete - 6"	SY	220	\$117.00	\$25,740.00
50.	321623.00	Pigmented Imprinted Concrete - 5"	SY	22	\$160.00	\$3,520.00
51.	321623.00	Sidewalk Concrete - 4"	SY	531	\$91.00	\$48,321.00
52.	321623.00	Sidewalk Concrete - 6"	SY	128	\$117.00	\$14,976.00
53.	321623.00	Detectable Warning Panel	SF	210	\$66.00	\$13,860.00
54.	321723.00	Epoxy Pavement Marking - 24" Line	LF	75	\$42.00	\$3,150.00
Electrical Items						
55.	16000.00	Concrete Base	EA	3	\$2,225.00	\$6,675.00
56.	16000.00	Innerduct / Conduit	LF	475	\$21.00	\$9,975.00
57.	16000.00	2 #6 Cu Conductors w/#6 GND	LF	475	\$11.00	\$5,225.00
58.	16000.00	Street Light Standard - Type A	EA	2	\$8,500.00	\$17,000.00
59.	16000.00	Tracer Conductor	LF	475	\$2.15	\$1,021.25
60.	16000.00	Junction Box	EA	2	\$3,200.00	\$6,400.00
61.	16000.00	Relocate Street Light Unit	EA	1	\$7,500.00	\$7,500.00
62.	16000.00	Remove Street Light Unit	EA	1	\$10,000.00	\$10,000.00
63.	16000.00	Decommission Lift Station - Electrical	L SUM	1	\$35,000.00	\$35,000.00
General Items						
64.	12000.00	Mobilization	L SUM	1	\$468,001.75	\$468,001.75
65.	15000.00	Traffic Control	L SUM	1	\$35,000.00	\$35,000.00
66.	24200.00	Removal of Trees	EA	19	\$1,200.00	\$22,800.00
67.	312316.00	Topsoil	CY	188	\$60.00	\$11,280.00
68.	312316.00	Topsoil Imported	CY	47	\$75.00	\$3,525.00
69.	312316.00	Excavation Waste	CY	2,145	\$35.00	\$75,075.00
70.	312500.00	Storm Water Management	L SUM	1	\$25,000.00	\$25,000.00
71.	329219.00	Hydraulic Mulch	SY	2,300	\$0.65	\$1,495.00
72.	329219.00	Seeding	SY	2,300	\$3.15	\$7,245.00
73.	329219.00	Water	MGAL	105	\$42.00	\$4,410.00
74.	329300.00	Tree - Large Decidous	EA	17	\$615.00	\$10,455.00
Construction Subtotal						\$3,506,778.00
Contingencies (15%)						\$526,016.70
Total Construction						\$4,032,794.70



Improvement District No. 3009
1st Avenue East (Sheyenne St. - 4th St.)
West Fargo ND
Project No. 30291
ENGINEER'S STATEMENT OF ESTIMATED COST

BID ITEM NO. & DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
			Study & Report	\$35,000.00
			Design & Construction Administration (8.5%)	\$298,076.13
			Additional Consulting Services	\$330,000.00
			Geotechnical Report & Testing	\$75,000.00
			Legal & Administration (~5%)	\$202,489.44
			Bond Discount (~4%)	\$161,311.79
			City of West Fargo Engineering Fee (1%)	\$40,327.95
			TOTAL COST	\$5,175,000.00

DISTRICT NO. 3009
BENEFIT METHODOLOGY

IMPROVEMENT STATUS: ENGINEER'S STATEMENT OF COST

DATE: 03/26/2026

Improvement District No. 3009

Replacement of Water Supply, Sewerage Systems. Streets Reconstruction, and Incidentals

1ST Avenue East (Sheyenne St to 4th St.)

West Fargo, North Dakota

Construction Improvement Summary

- Replacement of water main and appurtenances, installation of sanitary sewer, selective curb & gutter replacement, and street replacement

Summary of Location for Improvements

- Local Benefitting Area
 - 1st Avenue East
- Regional Benefitting Area
 - None
- Non-Benefitting Areas

Assessment Methodology

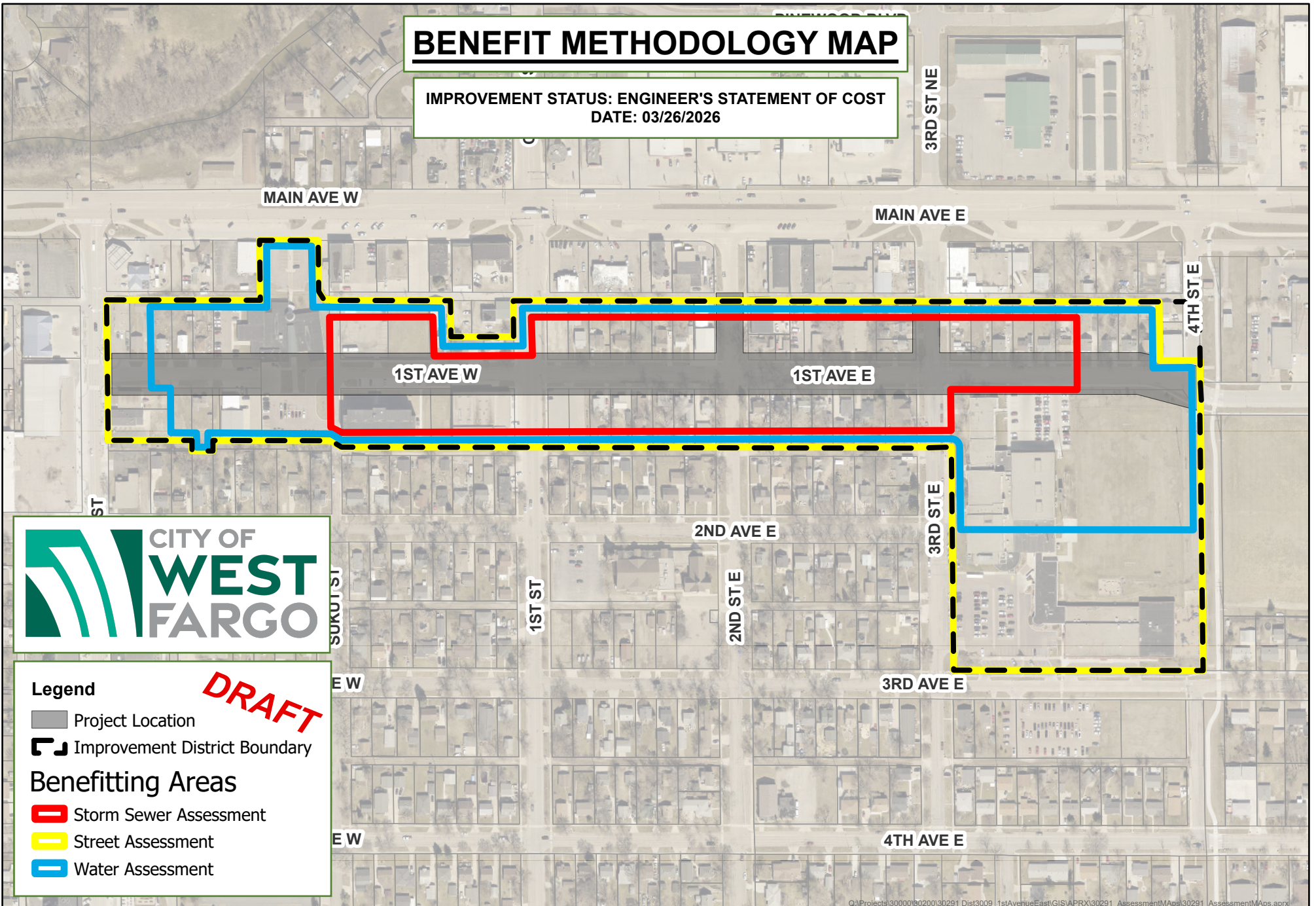
- Local Benefit
 - Sanitary Sewer – No Assessment
 - Water Main – Equivalent Unit (EU)
 - 0.23 Acres equals 1 EU minimum of 1 EU for each parcel
 - Storm Sewer – Square Foot
 - Street – Front Foot
 - Street Lighting – Front Foot
- Regional Benefit
 - None

Exceptions

- PIN 02220000120000 (Address 338 1 Ave E) street portion previously assessed on Dist 3001. Excluded from 3009 street assessment.
- PIN 02210000610000 (Address 15 2 St E) does not have existing sewer and water services. Property owner declining offer to install water service. Water main installed on 2nd St with ability to connect to in the future. Assessing water portion at 0.5 EU.

BENEFIT METHODOLOGY MAP

IMPROVEMENT STATUS: ENGINEER'S STATEMENT OF COST
DATE: 03/26/2026



Legend

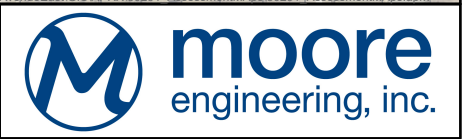
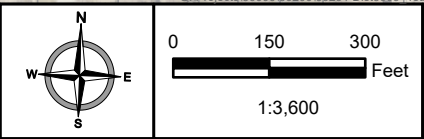
- Project Location
- Improvement District Boundary

Benefitting Areas

- Storm Sewer Assessment
- Street Assessment
- Water Assessment

DRAFT

BENEFIT METHODOLOGY MAP
IMPROVEMENT DISTRICT NO. 3009
1ST AVE EAST RECONSTRUCTION (SHEYENNE ST. - 4TH ST E)
WEST FARGO, NORTH DAKOTA



IMPROVEMENT DISTRICT NO. 3009

DISTRICT COST SUMMARY

Moore Project No.: 30291

Date: 03/26/26

Construction Costs

Local Sewer	\$424,154.00
Local Water	\$950,711.00
Storm	\$468,360.00
Local Street	\$1,663,553.00

Construction Subtotal	\$3,506,778.00
Contingencies (15%)	\$526,016.70

Total Construction Costs **\$4,032,794.70**

Non-Construction Costs

Study & Report	\$35,000.00
Design & Construction Administration (8.5%)	\$298,076.13
Additional Consulting Services	\$405,000.00
Legal & Administration (~5%)	\$202,489.44
Bond Discount (~4%)	\$161,311.79
City of West Fargo Engineering Fee (1%)	\$40,327.95

Total Non-Construction Costs **\$1,142,205.30**

Total District Cost **\$5,175,000.00**

District No. 3009 - Funding Breakdown - No Additional DWR Cost-Share

Item	Funding Percentage: 60% of Eligible Items 70% 30%				
	Construction Costs	Construction Costs with Soft Costs	Design & Construction of Water System & Portion of Street	City Funded Portion *(100% of Sanitary Sewer)	Funded through Special Assessments
Sanitary Sewer Improvements	\$523,278.27	\$772,208.87	\$0.00	\$772,208.87	\$0.00
Water Main Improvements	\$1,172,891.01	\$1,730,851.21	\$28,845.49	\$1,191,404.00	\$510,601.73
Storm Sewer Improvements	\$577,815.16	\$852,689.70	\$0.00	\$596,882.78	\$255,806.92
Street and Sidewalk Improvements	\$1,232,793.56	\$1,819,250.22	\$17,220.51	\$1,261,420.79	\$540,608.92
Total Construction	\$3,506,778.00				
Construction Contingencies	\$526,016.70				
Total Soft Costs	\$1,142,205.30				
DWR Cost-Share to Date (Pre-Construction Costs)	-\$46,066.00				
Total Project Cost	\$5,128,934.00	\$5,175,000.00	\$46,066.00	\$3,821,916.44	\$1,307,017.56
Total Project Cost without DWR Cost-Share	\$5,175,000.00				

Division	Block	Lot	GIS PIN	Area Factor	Front Footage	Assessable Area (Acres)	Storm Factored Assessable Area (Acres)	Street Factored Front Footage (LF)	Equivalent Units	Sewer	Water	Storm	Street	Benefit	Total Assessment	Estimated Yearly Payment: 25 years, 5% interest				
Sukuts Estates	8	0	02210001240000	1.00	50	0.17	0.00	50.00	1	\$0.00	\$5,769.51	\$0.00	\$6,438.89	\$39,624.50	\$12,208.40	\$866.22				
Sukuts 2nd	10	16	02220000160000	1.00	51	0.16	0.16	51.00	1	\$0.00	\$5,769.51	\$4,943.40	\$6,567.66	\$307,947.01	\$17,280.57	\$1,226.10				
Sukuts 2nd	10	20	02220000190000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$5,769.51	\$4,846.54	\$6,438.89	\$302,488.26	\$17,054.94	\$1,210.09				
Sukuts Estates	5	2	02210000660000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$5,769.51	\$4,846.46	\$6,438.89	\$302,484.20	\$17,054.86	\$1,210.08				
Sukuts Estates	5	6	02210000700000	1.00	75	0.24	0.24	75.00	1	\$0.00	\$5,769.51	\$7,269.69	\$9,658.33	\$439,050.74	\$22,697.53	\$1,610.45				
Sukuts Estates	2	1	02210000280000	1.00	114	0.37	0.37	114.00	2	\$0.00	\$11,539.02	\$11,061.13	\$14,680.66	\$682,053.29	\$37,280.82	\$2,645.17				
Sukuts Estates	1	12	02210000110000	1.00	50	0.16	0.00	50.00	1	\$0.00	\$5,769.51	\$0.00	\$6,438.89	\$39,624.50	\$12,208.40	\$866.22				
Sukuts Estates	2	12	02210000260000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$5,769.51	\$4,846.46	\$6,438.89	\$302,483.93	\$17,054.86	\$1,210.08				
Sukuts Estates	5	1	02210000650000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$5,769.51	\$4,846.49	\$6,438.89	\$302,485.86	\$17,054.89	\$1,210.09				
Sukuts 4th Addition	1	1	02231000010000	1.00	324	2.09	0.00	324.00	9	\$0.00	\$51,925.60	\$0.00	\$41,723.99	\$330,728.76	\$93,649.58	\$6,644.67				
Sukuts 2nd	10	21	02220000200000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$5,769.51	\$4,846.52	\$6,438.89	\$302,487.39	\$17,054.92	\$1,210.09				
Sukuts Estates	3	13	02210000410000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$5,769.51	\$4,846.46	\$6,438.89	\$302,484.18	\$17,054.86	\$1,210.08				
Sukuts Estates	2	9	02210000240000	1.00	54	0.19	0.19	54.00	1	\$0.00	\$5,769.51	\$5,608.06	\$6,954.00	\$344,613.08	\$18,331.57	\$1,300.67				
Sukuts Estates	6	3	02210000820000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$5,769.51	\$4,846.44	\$6,438.89	\$302,482.99	\$17,054.84	\$1,210.08				
Sukuts Estates	9	0	022100001250000	1.00	50	0.14	0.00	50.00	1	\$0.00	\$5,769.51	\$0.00	\$6,438.89	\$39,624.50	\$12,208.40	\$866.22				
Sukuts 2nd	10	15	02220000150000	1.00	50	0.16	0.00	50.00	1	\$0.00	\$5,769.51	\$0.00	\$6,438.89	\$39,624.50	\$12,208.40	\$866.22				
Sukuts Estates	6	1	02210000800000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$5,769.51	\$4,846.46	\$6,438.89	\$302,483.84	\$17,054.85	\$1,210.08				
Sukuts Estates	7	6	022100001015000	1.00	150	0.48	0.48	150.00	2	\$0.00	\$11,539.02	\$14,539.40	\$19,316.66	\$878,103.02	\$45,395.08	\$3,220.89				
Sukuts Estates	7	5	02210000990000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$5,769.51	\$4,846.49	\$6,438.89	\$302,485.40	\$17,054.88	\$1,210.09				
Sukuts Estates	9	0	022100001260000	1.00	100	0.29	0.00	100.00	1	\$0.00	\$5,769.51	\$0.00	\$12,877.77	\$49,899.00	\$18,647.28	\$1,323.07				
Sukuts Estates	1	10	02210000900000	1.00	50	0.16	0.00	50.00	1	\$0.00	\$5,769.51	\$0.00	\$6,438.89	\$39,624.50	\$12,208.40	\$866.22				
Sukuts 2nd	10	19	02220000180000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$5,769.51	\$4,846.55	\$6,438.89	\$302,489.02	\$17,054.95	\$1,210.09				
Sukuts Estates	4	9	02210000540000	1.00	47	0.10	0.10	47.00	1	\$0.00	\$5,769.51	\$3,037.14	\$6,052.55	\$203,734.48	\$14,859.20	\$1,054.30				
Sukuts Estates	6	4	02210000830000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$5,769.51	\$4,846.47	\$6,438.89	\$302,484.71	\$17,054.87	\$1,210.08				
Sukuts Estates	6	5	02210000840000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$5,769.51	\$4,846.48	\$6,438.89	\$302,485.06	\$17,054.88	\$1,210.09				
Sukuts Estates	5	3	02210000670000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$5,769.51	\$4,846.46	\$6,438.89	\$302,484.20	\$17,054.86	\$1,210.08				
Sukuts 2nd	10	17	02220000170000	1.00	52	0.17	0.17	52.00	1	\$0.00	\$5,769.51	\$5,040.48	\$6,696.44	\$313,417.86	\$17,056.43	\$1,242.12				
Sukuts 2nd	10	13	02220000120000	1.00	0	0.16	0.00	0.00	1	\$0.00	\$5,769.51	\$0.00	\$0.00	\$29,350.00	\$5,769.51	\$409.36				
Sukuts 2nd	10	14	02220000130000	1.00	48	0.15	0.00	48.00	1	\$0.00	\$5,769.51	\$0.00	\$6,181.33	\$39,213.52	\$11,950.84	\$847.94				
Sukuts 2nd	10	14	02220000140000	1.00	49	0.16	0.00	49.00	1	\$0.00	\$5,769.51	\$0.00	\$6,310.11	\$39,419.01	\$12,079.62	\$857.08				
Lodoen Center Addition	1	1	02111000010000	1.00	554	4.54	0.00	554.00	20	\$0.00	\$115,390.22	\$0.00	\$71,342.86	\$700,841.46	\$186,733.08	\$13,249.17				
Sukuts 2nd	10	22	02220000210000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$5,769.51	\$4,846.53	\$6,438.89	\$302,487.65	\$17,054.92	\$1,210.09				
Harper Heights 1st Addition to West Fargo	1	1	02014500010000	1.00	214	0.69	0.69	214.00	3	\$0.00	\$17,308.53	\$20,755.48	\$27,558.43	\$1,257,748.42	\$65,622.44	\$4,656.07				
Sukuts Estates	4	15	02210000610000	1.00	79	0.18	0.18	79.00	0.5	\$0.00	\$2,884.76	\$5,469.58	\$10,173.44	\$327,564.40	\$18,527.77	\$1,314.59				
Sukuts Estates	4	10	02210000575000	1.00	173	0.55	0.55	173.00	2	\$0.00	\$11,539.02	\$16,736.51	\$22,278.55	\$1,001,994.95	\$50,554.08	\$3,586.94				
Sukuts Estates	6	6	02210000850000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$5,769.51	\$4,846.45	\$6,438.89	\$302,483.33	\$17,054.85	\$1,210.08				
Sukuts Estates	6	7	02210000860000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$5,769.51	\$4,846.49	\$6,438.89	\$302,485.58	\$17,054.89	\$1,210.09				
Sukuts Estates	6	8	02210000870000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$5,769.51	\$4,846.46	\$6,438.89	\$302,483.86	\$17,054.85	\$1,210.08				
Sukuts Estates	3	10	02210000380000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$5,769.51	\$4,846.45	\$6,438.89	\$302,483.70	\$17,054.85	\$1,210.08				
Sukuts Estates	3	11	02210000390000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$5,769.51	\$4,846.48	\$6,438.89	\$302,484.98	\$17,054.88	\$1,210.09				
Sukuts Estates	3	14	02210000420000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$5,769.51	\$4,846.47	\$6,438.89	\$302,484.71	\$17,054.87	\$1,210.08				
Sukuts Estates	4	14	02210000600000	1.00	33	0.11	0.11	33.00	1	\$0.00	\$5,769.51	\$3,230.93	\$4,249.67	\$211,368.39	\$13,250.10	\$940.13				
Sukuts Estates	4	15	02210000630000	1.00	65	0.09	0.09	65.00	1	\$0.00	\$5,769.51	\$2,745.18	\$8,370.55	\$191,598.50	\$16,885.25	\$1,198.05				
Sukuts Estates	5	7	02210000710000	1.00	75	0.24	0.24	75.00	1	\$0.00	\$5,769.51	\$7,269.69	\$9,658.33	\$439,051.18	\$22,697.53	\$1,610.45				
Sukuts 5th Addition	1	2	02231100020000	1.00	50	0.09	0.09	50.00	1	\$0.00	\$5,769.51	\$2,652.42	\$6,438.89	\$183,484.86	\$14,860.82	\$1,054.41				
Sukuts Estates	4	15	02210000620000	1.00	35	0.05	0.05	35.00	1	\$0.00	\$5,769.51	\$1,478.18	\$4,507.22	\$116,714.72	\$11,754.91	\$834.04				
Sukuts Estates	6	2	02210000810000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$5,769.51	\$4,846.48	\$6,438.89	\$302,485.06	\$17,054.88	\$1,210.09				
Sukuts Estates	1	11	02210000100000	1.00	50	0.16	0.00	50.00	1	\$0.00	\$5,769.51	\$0.00	\$6,438.89	\$39,624.50	\$12,208.40	\$866.22				
Sukuts Estates	2	13	02210000270000	1.00	100	0.32	0.32	100.00	1	\$0.00	\$5,769.51	\$9,692.94	\$12,877.77	\$575,619.27	\$28,340.23	\$2,010.81				
Sukuts 5th Addition	1	1	02231100010000	1.00	63	0.07	0.07	63.00	1	\$0.00	\$5,769.51	\$2,194.06	\$8,113.00	\$161,295.90	\$16,076.57	\$1,140.67				
Sukuts Estates	5	4	02210000680000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$5,769.51	\$4,846.46	\$6,438.89	\$302,484.13	\$17,054.86	\$1,210.08				
Sukuts Estates	3	16	02210000440000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$5,769.51	\$4,846.48	\$6,438.89	\$302,485.05	\$17,054.88	\$1,210.09				
Sukuts Estates	4	9	02210000515000	1.00	50	0.11	0.11	50.00	1	\$0.00	\$5,769.51	\$3,254.07	\$6,438.89	\$216,116.90	\$15,462.47	\$1,097.10				
Sukuts Estates	4	9	02210000530000	1.00	43	0.09	0.09	43.00	1	\$0.00	\$5,769.51	\$2,820.16	\$5,537.44	\$191,144.27	\$14,127.11	\$1,002.35				
Sukuts Estates	3	15	02210000430000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$5,769.51	\$4,846.46	\$6,438.89	\$302,483.84	\$17,054.85	\$1,210.08				
Sukuts Estates	5	5	02210000690000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$5,769.51	\$4,846.48	\$6,438.89	\$302,485.06	\$17,054.88	\$1,210.09				
Sukuts Estates	3	12	02210000400000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$5,769.51	\$4,846.46	\$6,438.89	\$302,484.18	\$17,054.86	\$1,210.08				
										4,198.00	16.83	8.48	4198.00	88.5	\$0.00	\$510,601.73	\$255,806.92	\$540,608.92		

\$1,307,017.55

Based on Assessment Total	
Sewer	\$0.00
Local Water	\$510,601.73
Storm	\$255,806.92
Street	\$540,608.92
Total Assessment	\$1,307,017.56

	Assessed	Benefit*
Local Sewer Cost per SF	\$0.00	\$0.00
Local Water Cost per EDU	\$5,769.51	\$29,350.00
Storm Cost per SF	\$0.69	\$37.55
Local Street Cost per SF	\$128.78	\$205.49

*Per the City of West Fargo Special Assessment Benefit Determination Document

Color Legend

Unassessable Parcel
Adjusted Number of EU's
Adjusted Area for Pond Storage/River Setback
Adjusted Number/EU's for Condo Lots
Adjusted Front Footage

District No. 3009 - Funding Breakdown - DWR Cost-Share

Item	Funding Percentage: 60% of Eligible Items 70% 30%				
	Construction Costs	Construction Costs with Soft Costs	Design & Construction of Water System & Portion of Street	City Funded Portion *(100% of Sanitary Sewer)	Funded through Special Assessments
Sanitary Sewer Improvements	\$523,278.27	\$772,208.87	\$0.00	\$772,208.87	\$0.00
Water Main Improvements	\$1,172,891.01	\$1,730,851.21	\$570,426.60	\$812,297.22	\$348,127.39
Storm Sewer Improvements	\$577,815.16	\$852,689.70	\$0.00	\$596,882.78	\$255,806.92
Street and Sidewalk Improvements	\$1,232,793.56	\$1,819,250.22	\$340,539.93	\$1,035,097.20	\$443,613.09
Total Construction	\$3,506,778.00				
Construction Contingencies	\$526,016.70				
Total Soft Costs	\$1,142,205.30				
Estimated DWR Grant Funds - 60% of Construction and Soft Costs	-\$910,966.53				
Total Project Cost	\$4,264,033.47	\$5,175,000.00	\$910,966.53	\$3,216,486.07	\$1,047,547.40
Total Project Cost without DWR Cost-Share	\$5,175,000.00				

Division	Block	Lot	GIS PIN	Area Factor	Front Footage	Assessable Area (Acres)	Storm Factored Assessable Area (Acres)	Street Factored Front Footage (LF)	Equivalent Units	Sewer	Water	Storm	Street	Benefit	Total Assessment	Estimated Yearly Payment: 25 years, 5% interest				
Sukuts Estates	8	0	02210001240000	1.00	50	0.17	0.00	50.00	1	\$0.00	\$3,933.64	\$0.00	\$5,283.62	\$39,624.50	\$9,217.27	\$653.99				
Sukuts 2nd	10	16	02220000160000	1.00	51	0.16	0.16	51.00	1	\$0.00	\$3,933.64	\$4,943.40	\$5,389.30	\$307,947.01	\$14,266.33	\$1,012.23				
Sukuts 2nd	10	20	02220000190000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$3,933.64	\$4,846.54	\$5,283.62	\$302,488.26	\$14,063.81	\$997.86				
Sukuts Estates	5	2	02210000660000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$3,933.64	\$4,846.46	\$5,283.62	\$302,484.20	\$14,063.73	\$997.86				
Sukuts Estates	5	6	02210000700000	1.00	75	0.24	0.24	75.00	1	\$0.00	\$3,933.64	\$7,269.69	\$7,925.44	\$439,050.74	\$19,128.76	\$1,357.23				
Sukuts Estates	2	1	02210000280000	1.00	114	0.37	0.37	114.00	2	\$0.00	\$7,867.29	\$11,061.13	\$12,046.66	\$682,053.29	\$30,975.08	\$2,197.76				
Sukuts Estates	1	12	02210000110000	1.00	50	0.16	0.00	50.00	1	\$0.00	\$3,933.64	\$0.00	\$5,283.62	\$39,624.50	\$9,217.27	\$653.99				
Sukuts Estates	2	12	02210000260000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$3,933.64	\$4,846.46	\$5,283.62	\$302,483.93	\$14,063.73	\$997.86				
Sukuts Estates	5	1	02210000650000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$3,933.64	\$4,846.49	\$5,283.62	\$302,485.86	\$14,063.76	\$997.86				
Sukuts 4th Addition	1	1	02231000010000	1.00	324	2.09	0.00	324.00	9	\$0.00	\$35,402.79	\$0.00	\$34,237.89	\$330,728.76	\$69,640.67	\$4,941.18				
Sukuts 2nd	10	21	02220000200000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$3,933.64	\$4,846.52	\$5,283.62	\$302,487.39	\$14,063.79	\$997.86				
Sukuts Estates	3	13	02210000410000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$3,933.64	\$4,846.46	\$5,283.62	\$302,484.18	\$14,063.73	\$997.86				
Sukuts Estates	2	9	02210000240000	1.00	54	0.19	0.19	54.00	1	\$0.00	\$3,933.64	\$5,608.06	\$5,706.31	\$344,613.08	\$15,248.02	\$1,081.88				
Sukuts Estates	6	3	02210000820000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$3,933.64	\$4,846.44	\$5,283.62	\$302,482.99	\$14,063.71	\$997.85				
Sukuts Estates	9	0	022100001250000	1.00	50	0.14	0.00	50.00	1	\$0.00	\$3,933.64	\$0.00	\$5,283.62	\$39,624.50	\$9,217.27	\$653.99				
Sukuts 2nd	10	15	02220000150000	1.00	50	0.16	0.00	50.00	1	\$0.00	\$3,933.64	\$0.00	\$5,283.62	\$39,624.50	\$9,217.27	\$653.99				
Sukuts Estates	6	1	02210000800000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$3,933.64	\$4,846.46	\$5,283.62	\$302,483.84	\$14,063.72	\$997.86				
Sukuts Estates	7	6	022100001015000	1.00	150	0.48	0.48	150.00	2	\$0.00	\$7,867.29	\$14,539.40	\$15,850.87	\$878,103.02	\$38,257.56	\$2,714.47				
Sukuts Estates	7	5	02210000990000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$3,933.64	\$4,846.49	\$5,283.62	\$302,485.40	\$14,063.75	\$997.86				
Sukuts Estates	9	0	022100001260000	1.00	100	0.29	0.00	100.00	1	\$0.00	\$3,933.64	\$0.00	\$10,567.25	\$49,899.00	\$14,500.89	\$1,028.87				
Sukuts Estates	1	10	02210000090000	1.00	50	0.16	0.00	50.00	1	\$0.00	\$3,933.64	\$0.00	\$5,283.62	\$39,624.50	\$9,217.27	\$653.99				
Sukuts 2nd	10	19	02220000180000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$3,933.64	\$4,846.55	\$5,283.62	\$302,489.02	\$14,063.82	\$997.86				
Sukuts Estates	4	9	02210000540000	1.00	47	0.10	0.10	47.00	1	\$0.00	\$3,933.64	\$3,037.14	\$4,966.61	\$203,734.48	\$11,937.39	\$846.99				
Sukuts Estates	6	4	02210000830000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$3,933.64	\$4,846.47	\$5,283.62	\$302,484.71	\$14,063.74	\$997.86				
Sukuts Estates	6	5	02210000840000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$3,933.64	\$4,846.48	\$5,283.62	\$302,485.06	\$14,063.75	\$997.86				
Sukuts Estates	5	3	02210000670000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$3,933.64	\$4,846.46	\$5,283.62	\$302,484.20	\$14,063.73	\$997.86				
Sukuts 2nd	10	17	02220000170000	1.00	52	0.17	0.17	52.00	1	\$0.00	\$3,933.64	\$5,040.48	\$5,494.97	\$313,417.86	\$14,469.09	\$1,026.62				
Sukuts 2nd	10	13	02220000120000	1.00	0	0.16	0.00	0.00	1	\$0.00	\$3,933.64	\$0.00	\$0.00	\$29,350.00	\$3,933.64	\$279.10				
Sukuts 2nd	10	14	02220000130000	1.00	48	0.15	0.00	48.00	1	\$0.00	\$3,933.64	\$0.00	\$5,072.28	\$39,213.52	\$9,005.92	\$638.99				
Sukuts 2nd	10	14	02220000140000	1.00	49	0.16	0.00	49.00	1	\$0.00	\$3,933.64	\$0.00	\$5,177.95	\$39,419.01	\$9,111.59	\$646.49				
Lodoen Center Addition	1	1	02111000010000	1.00	554	4.54	0.00	554.00	20	\$0.00	\$78,672.86	\$0.00	\$58,542.56	\$700,841.46	\$137,215.41	\$9,735.77				
Sukuts 2nd	10	22	02220000210000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$3,933.64	\$4,846.53	\$5,283.62	\$302,487.65	\$14,063.79	\$997.86				
Harper Heights 1st Addition to West Fargo	1	1	02014500010000	1.00	214	0.69	0.69	214.00	3	\$0.00	\$11,800.93	\$20,755.48	\$22,613.91	\$1,257,748.42	\$55,170.32	\$3,914.47				
Sukuts Estates	4	15	02210000610000	1.00	79	0.18	0.18	79.00	0.5	\$0.00	\$1,966.82	\$5,469.58	\$8,348.13	\$327,564.40	\$15,784.52	\$1,119.95				
Sukuts Estates	4	10	02210000575000	1.00	173	0.55	0.55	173.00	2	\$0.00	\$7,867.29	\$16,736.51	\$18,281.34	\$1,001,994.95	\$42,885.14	\$3,042.81				
Sukuts Estates	6	6	02210000850000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$3,933.64	\$4,846.45	\$5,283.62	\$302,483.33	\$14,063.71	\$997.85				
Sukuts Estates	6	7	02210000860000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$3,933.64	\$4,846.49	\$5,283.62	\$302,485.58	\$14,063.76	\$997.86				
Sukuts Estates	6	8	02210000870000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$3,933.64	\$4,846.46	\$5,283.62	\$302,483.86	\$14,063.72	\$997.86				
Sukuts Estates	3	10	02210000380000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$3,933.64	\$4,846.45	\$5,283.62	\$302,483.70	\$14,063.72	\$997.86				
Sukuts Estates	3	11	02210000390000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$3,933.64	\$4,846.48	\$5,283.62	\$302,484.98	\$14,063.75	\$997.86				
Sukuts Estates	3	14	02210000420000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$3,933.64	\$4,846.47	\$5,283.62	\$302,484.71	\$14,063.74	\$997.86				
Sukuts Estates	4	14	02210000600000	1.00	33	0.11	0.11	33.00	1	\$0.00	\$3,933.64	\$3,230.93	\$3,487.19	\$211,368.39	\$10,651.76	\$755.77				
Sukuts Estates	4	15	02210000630000	1.00	65	0.09	0.09	65.00	1	\$0.00	\$3,933.64	\$2,745.18	\$6,868.71	\$191,598.50	\$13,547.54	\$961.23				
Sukuts Estates	5	7	02210000710000	1.00	75	0.24	0.24	75.00	1	\$0.00	\$3,933.64	\$7,269.69	\$7,925.44	\$439,051.18	\$19,128.77	\$1,357.23				
Sukuts 5th Addition	1	2	02231100020000	1.00	50	0.09	0.09	50.00	1	\$0.00	\$3,933.64	\$2,652.42	\$5,283.62	\$183,484.86	\$11,869.69	\$842.18				
Sukuts Estates	4	15	02210000620000	1.00	35	0.05	0.05	35.00	1	\$0.00	\$3,933.64	\$1,478.18	\$3,698.54	\$116,714.72	\$9,110.36	\$646.40				
Sukuts Estates	6	2	02210000810000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$3,933.64	\$4,846.48	\$5,283.62	\$302,485.06	\$14,063.75	\$997.86				
Sukuts Estates	1	11	02210000100000	1.00	50	0.16	0.00	50.00	1	\$0.00	\$3,933.64	\$0.00	\$5,283.62	\$39,624.50	\$9,217.27	\$653.99				
Sukuts Estates	2	13	02210000270000	1.00	100	0.32	0.32	100.00	1	\$0.00	\$3,933.64	\$9,692.94	\$10,567.25	\$575,619.27	\$24,193.83	\$1,716.61				
Sukuts 5th Addition	1	1	02231100010000	1.00	63	0.07	0.07	63.00	1	\$0.00	\$3,933.64	\$2,194.06	\$6,657.37	\$161,295.90	\$12,785.07	\$907.13				
Sukuts Estates	5	4	02210000680000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$3,933.64	\$4,846.46	\$5,283.62	\$302,484.13	\$14,063.73	\$997.86				
Sukuts Estates	3	16	02210000440000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$3,933.64	\$4,846.48	\$5,283.62	\$302,485.05	\$14,063.75	\$997.86				
Sukuts Estates	4	9	02210000515000	1.00	50	0.11	0.11	50.00	1	\$0.00	\$3,933.64	\$3,254.07	\$5,283.62	\$216,116.90	\$12,471.34	\$884.87				
Sukuts Estates	4	9	02210000530000	1.00	43	0.09	0.09	43.00	1	\$0.00	\$3,933.64	\$2,820.16	\$4,543.92	\$191,144.27	\$11,297.72	\$801.60				
Sukuts Estates	3	15	02210000430000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$3,933.64	\$4,846.46	\$5,283.62	\$302,483.84	\$14,063.72	\$997.86				
Sukuts Estates	5	5	02210000690000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$3,933.64	\$4,846.48	\$5,283.62	\$302,485.06	\$14,063.75	\$997.86				
Sukuts Estates	3	12	02210000400000	1.00	50	0.16	0.16	50.00	1	\$0.00	\$3,933.64	\$4,846.46	\$5,283.62	\$302,484.18	\$14,063.73	\$997.86				
										4,198.00	16.83	8.48	4198.00	88.5	\$0.00	\$348,127.39	\$255,806.92	\$443,613.09		

\$1,047,547.40

Based on Assessment Total	
Sewer	\$0.00
Local Water	\$348,127.39
Storm	\$255,806.92
Street	\$443,613.09
Total Assessment	\$1,047,547.40

	Assessed	Benefit*
Local Sewer Cost per SF	\$0.00	\$0.00
Local Water Cost per EDU	\$3,933.64	\$29,350.00
Storm Cost per SF	\$0.69	\$37.55
Local Street Cost per SF	\$105.67	\$205.49

*Per the City of West Fargo Special Assessment Benefit Determination Document

Color Legend

- Unassessable Parcel
- Adjusted Number of EU's
- Adjusted Area for Pond Storage/River Setback
- Adjusted Number/EU's for Condo Lots
- Adjusted Front Footage

Commissioner _____ introduced the following resolution and moved its adoption:

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

WHEREAS, bids have heretofore been received for the making of certain improvements in Improvement District No. 3009 - New Wayer Supply, Sewerage, Street Systems; and Incidentals of the City of West Fargo, North Dakota; and

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

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

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

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

That the fact is and that the minutes show that the bid of Sellin Brothers, Inc. in the amount of \$3,506,778.00, is the lowest bid received and that said company is the lowest responsible bidder; that said bid was accompanied by a bidder's bond in the amount of 5% of the bid price and copy of the contractor's license or certificate of renewal thereof and in conformity with the provisions of Chapter 40-29 of the North Dakota Century Code

That the Engineer for the City of West Fargo, has made and filed with the Board of City Commissioners of the City of West Fargo a careful and detailed statement of the estimated cost of said work in said Improvement District No. 3009;

That the contract for the construction of said improvement for which advertisement for bids is made, be and the same is hereby awarded to the said Sellin Brothers, Inc. in the amount of \$3,506,778.00, and that the President of the Board of City Commissioners and the City Auditor are hereby authorized and directed to enter into a contract with the said contractor for the making of the improvements for which advertisement for bids was heretofore made and for which they were the low bidder.

Dated: April 6, 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: Improvement District No. 3010 – Beaton Drive Reconstruction (Sheyenne St to Sheyenne River)

Requested Action/Staff Recommendation: Approve Task Order No. 105

Presented By: Dan Hanson, Senior Director of Community and Development

New Information:

At the March 2, 2026, Commission Meeting the City Commission approved the creation of Improvement District No. 3010 and Directed the Engineer to prepare an Engineer's Report.

This project has received funding from several different sources and with those agencies there are tasks that need to be accomplished such as right-of-way, environmental, public outreach, private utility and permitting analysis.

The attached Task Order No. 105 gets Moore Engineering under contract to complete those tasks and keep the project moving towards the ultimate timeline of bidding for this project in the fall of this year for 2027 or 2028 construction.

Background & Project Summary:

This multifaceted, now petitioned-for project will oversee installation of water and sewer to these currently unserved parcels, installation of a multi-use path in a significant gap area of the City's path network, the reconstruction of the last aged asphalt section of roadway, and the reconstruction of an aging and undersized sanitary lift station that has been identified as needing to be replaced by Public Works and associated force main work. The proposed improvements address aging infrastructure, expand utility service, improve multimodal connectivity, and enhance system reliability.

Financial Analysis:

This project will use a combination of funding sources such as \$3.871 million in NDDOT Flex funding as well as \$1.44 million in Surface Transportation Block Grant (STBG) funding to reconstruct the existing roadway and install a new concrete multi-use trail. In addition to these grant funds, benefitting properties are proposed to be assessed with the remainder to be paid via Capital Improvement Sales Tax.

Supporting Documents:

- Task order 105 with Moore Engineering, Inc.
-

Previously Presented Information & Commission Actions:

3/2/2026 –

- **Staff Recommendation:** Create Improvement District No. 3010; Direct the Engineer to Prepare and Engineer's Report

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

1/19/2026 –

- **Staff Recommendation:** Authorize staff to apply for additional grant funding (STBG).
- **Commission Action:** Action was approved unanimously via consent agenda.

11/04/2024 –

- **Staff Recommendation:** Authorize staff to apply for grant funding (FLEX).
- **Commission Action:** Action was approved unanimously via consent agenda.

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 to MSA

Task Order for Additional Services

This is Task Order No. 105
consisting of 9 pages.

Task Order 105

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

1. Background Data

- a. Effective Date of Task Order: March 23, 2026
- b. Owner: City of West Fargo
- c. Engineer: Moore Engineering, Inc.
- d. Specific Project Title: Improvement Dist. No. 3010
- e. Specific Project Description: Replacement of Sewerage Systems, New Water Supply and Sewerage Systems, Street Reconstruction and Incidentals
- f. Specific Project Location: Beaton Drive Reconstruction
- g. Summary of Services: Beaton Drive from approximately the intersection of Sheyenne Street to approximately the Sheyenne River is not currently a City standard roadway section, and the current life of the pavement has reached the end of its useful life diminishing ride quality, safety, and efficiency within the city's transportation network.

In addition to the structural, functional, and connectivity issues presented by the roadway itself, this 0.5-mile segment of Beaton Drive also constitutes a significant gap in the City's existing pedestrian trail network and overall connectivity due to two dead-end multi-use paths.

In 2024, the proposed project received federal Transportation Alternatives and Carbon Reduction Program (TA & CRP) funds to support the construction of a 10' multi-use path that will close the existing active transportation gap. The federal funding will also support the extension of the existing Sheyenne River box culvert crossing to accommodate the multi-use trail. This funding has recently been proposed to be converted into Surface Transportation Block Grant (STBG) funds. Furthermore, the City was successful in acquiring North Dakota Department of Transportation Flex Funding in late 2025/early 2026.

Due to the overall project need and the majority of the project funding in place, the City recently created Improvement District 3010 and authorized an Engineer's Report. City Staff have requested the preparation of a feasibility study, right-of-way, environmental, public outreach, private utility, and permitting analysis to help define and evaluate the proposed infrastructure project.

2. Services of Engineer

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

A. Study and Report Services

1. Feasibility Study tasks to include:

- a. Preparation for and attendance of project kick-off and scoping meeting with Owner to establish City's expectations for project and Moore's services.
- b. Review of existing facilities and conditions to determine issues and needs. This may involve obtaining, coordinating, and reviewing third party investigation in the form of sewer televising, geotechnical evaluation, or structural information, as an example. Additionally, this will involve review of as-built drawings and other available records, previously completed studies or reports, and discussions with Public Works or Engineering Staff.
- c. Identify and define proposed improvements to address issues identified by City and in review of existing facilities and conditions. Presentation of proposed improvements to City staff (one meeting) and updates to proposed improvements based on staff feedback (one iteration).
- d. Stormwater Analysis & Evaluation for both existing and proposed conditions relating to storm water infrastructure, potential drainage issues or required improvements, retention calculations, and private property drainage analysis. This evaluation does not include the development of an existing conditions or proposed conditions storm water model.
- e. Identification of potential land acquisition needs for proposed improvements. This may involve review of City plats and NDRIN.
- f. Identification of potential permitting and/or necessary environmental considerations for proposed improvements.
- g. Identification of potential utility conflicts and considerations for proposed improvements. This may involve preliminary discussions with utility companies and acquisition of utility maps.
- h. Identify and define no more than two (2) project alternatives based on proposed improvements, land acquisition needs, permitting needs, utility conflicts and consideration, and City feedback.
- i. Prepare for and attend one (1) meeting with City Staff to determine feasibility and selection of preferred alternative(s). Prepare recommendation based on City Staff feedback and feasibility study analysis of project area.
- j. Prepare preliminary GIS and/or CADD project maps for proposed improvements and alternatives.

- k. Prepare preliminary estimates of cost for proposed improvements and alternatives.
 - l. Special Assessment Allocation Iterations (defined below) and Funding Administration review related to STBG and NDDOT Flex Fund funding mechanisms and preliminary estimates of cost.
 - m. Compilation of all report content into comprehensive deliverable document.
 - n. Finalize study and present report to Owner (one meeting).
 - o. Project Management.
2. Environmental Document Administration:
- a. Field Review Meeting with NDDOT & City Staff – Kickoff meeting with NDDOT & City Staff discussing purpose and need, scope of work, and area of impact at proposed project location.
 - b. Solicitation of View Letters – Coordinate SOV letters to agencies for ability to review environmental impact of project (8 types of letters with a mass mailing spreadsheet).
 - c. Wetland Delineation Desktop & Field Delineation Work – Desktop review and field investigation/delineation of potential wetland boundaries within project boundary.
 - d. Aquatic Resources Delineation Report – Prepare report displaying wetland boundaries and anticipated impacts along with proposed mitigation measures.
 - e. Cultural Resources Evaluation – Complete investigation of cultural resource impacts (historical buildings, archaeological findings, etc.) and coordination of report document.
 - f. Environmental Justice Analysis – Prepare summary of disadvantaged community impacts (targeting minorities, access restrictions, discrimination, etc.)
 - g. Endangered Species Act Evaluation – Complete checklist of endangered species act to review potential impacted species.
 - h. Documented Categorical Exclusion – Prepare summation of all components with NDDOT template report and checklists.
 - i. Project Management.
- B. *Additional Design Related Services*
- 1. Private Utility Administration
 - a. Coordination with private utility entities to obtain current utility maps, conduct map reviews, and communicate potential, significant private utility impacts/conflicts.
 - b. Discuss with private utility entities the best solution for the project, including easement document research, franchise agreement coordination, notices, etc. and begin potential relocation efforts if necessary.
 - 2. Public Outreach
 - a. Coordinate with the City regarding the scheduling, location, and scope of Public Input Meeting.

- b. Site visit to meeting location facility to better understand meeting format and functionality.
 - c. Define Public Input meeting agenda with general agenda assumed to be following:
 - 1) Project introduction and review of City's Capital Improvement Plan related to planned infrastructure improvement projects for the proposed project area.
 - 2) Discuss proposed corridor improvements.
 - 3) Discuss project funding mechanisms.
 - 4) Discuss proposed project costs.
 - 5) Discuss construction impacts including potential project phasing and schedule.
 - b. Prepare presentation and meeting content.
 - c. Assist City with advertising mailer, public advertisement content, and website content.
 - d. Compile content into PowerPoint presentation and posterboards (Assume five (5) posterboards)
 - d. Set up, attend, present and clean-up meeting (2 hour meeting, 1 hour setup, 1 hour clean up)
 - e. Post recorded presentation to City website and collect comments from public input meeting.
 - f. Prepare Public Involvement Report as summary of public outreach efforts and compilation of responses.
 - g. Coordination meeting with West Fargo Park District regarding parcel ownership and multi-use path connectivity within proposed project area.
 - h. Prepare property owner correspondence log.
3. Right-of-Way Administration
- a. Prepare concept exhibits for proposed right-of-way and easement acquisition for City and Property Owner(s) or public entities.
 - b. Generate contact information spreadsheet and dashboard for each property owner within the Improvement District and prepare and mail an introduction letter that describes the proposed Improvements and right-of-way needs.
 - c. Correspondence and meetings with City and Property Owner(s) or public entities for proposed right-of-way and easements necessary to construct the Project.
 - d. Participate in initial negotiation of terms of easement or land acquisition with Property Owner(s) or public entities.
 - e. Identification of potential land acquisition needs for proposed improvements involving research of City and County files.
 - f. Prepare any necessary legal descriptions, plats, or other land surveying documents to provide to the Owner's attorney for document preparation.
 - g. Participate in coordination of land acquisition process between Owner and Property Owner(s) including document correspondence or other related coordination meetings.

- h. Circulate agreements between City, Attorney and Property Owner(s) or public entities.
- i. Install monuments as required upon completion of the acquisition(s).

4. Permitting Administration

- e. Prepare for and attend permitting scoping meeting with Owner to establish City's expectations for project permitting needs and Moore's services necessary to secure all local, state, and federal permits or agreements. Moore will prepare and distribute meeting minutes for review and comments.
- f. Prepare permitting concept exhibits, project narratives, maps, graphics, and other necessary supporting documentation for all appropriate permitting applications.
- g. Document and respond to all correspondence and/or attend meetings with permitting agencies during pre-application, application review, and permit closeout processes.
- h. Document and respond to all correspondence and/or attend meetings with City during pre-application, application review, and permit closeout processes. thon permitting status
- i. Preparation of record drawings or other necessary documentation as required by permitting agency for permit closeout.
- j. Anticipated permitting requirements include but are not limited to: USACE 404 nationwide permit, Floodplain Development permit, NDDOT Right-of-Way permit/Encroachment Agreement, NDDWR Sovereign Lands permit, and Section 401 Water Quality Certification in addition to NDDOT CATEX environmental clearance documentation.

C. *Additional Funding Services*

1. Special Assessment Administration

- a. Coordinate with City Engineer to establish updated benefitting area (boundary) and provide legal description along with an illustrative map for the Owner to use in creating the Special Assessment District per ND Century Code requirements.
- b. Based on proposed infrastructure at specified project stages, prepare (or update) benefitting area maps, assessment benefit methodology and preliminary special assessment allocations based on City Policy at the following project stages:
 - 1) City Engineer's Report
 - a) Feasibility Study
 - ~~b) City Preliminary Engineer's Report results (if applicable)~~
 - c) City Final Engineer's Report results
- c. Assist City in Resolution of Necessity process and schedule including but not limited to reviewing parcel data, preparation of mail correspondence, and coordination with print shop/process printing materials

2. Funding Administration - NDDOT

- a. Coordinate with North Dakota Department of Transportation regarding project funding, project costs, and general correspondence throughout Engineer's Report (Feasibility Study) portion of project.
- b. Submit any applicable NDDOT Flex Fund reimbursement requests and/or assist City Staff in submitting reimbursement requests.

3. City's Responsibilities

City shall have those responsibilities as follows:

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

4. Task Order Schedule

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

- A. The anticipated start date for these services is upon execution of the Task Order or as specified below.
- B. The anticipated completion for these services is as follows:
 - a. The anticipated completion for these services is within 16 weeks of an executed Task Order.

5. Payments to Engineer

- A. City shall pay Engineer for services rendered under this Task Order as follows:
 - a. Compensation for services defined in the Scope of Work as Additional Services shall be on a Time and Material basis in accordance with the Standard Hourly Rates provided to the Owner on an annual basis.
 - b. Compensation for services referenced in Exhibit A are summarized in the following table(s).

TASK CATEGORY & TASK	TASK ORDER NO.	TASK ORDER FEE (\$)	MAXIMUM FEE (\$)
Study & Report Services			
Feasibility Study	105	\$45,000	\$45,000
Environmental Document Administration	105	\$30,000	\$30,000
Additional Funding Services			
Funding Administration - NDDOT	105	\$3,000	\$3,000
Special Assessment Administration	105	\$10,000	\$10,000
Additional Design Related Services			
Public Outreach	105	\$18,000	\$18,000
Right-of-Way Administration	105	\$5,000	\$5,000
Private Utility Administration	105	\$5,000	\$5,000
Permitting Administration	105	\$25,000	\$25,000
ADDITIONAL SERVICES SUBTOTAL (TO 105)		\$141,000	\$141,000

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

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

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

a. None

7. Other Modifications to Agreement and Exhibits:

a. None

8. Attachments:

a. None

9. Other Documents Incorporated by Reference:

a. None

10. Terms and Conditions

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

The Effective Date of this Task Order No. 105 is March 23, 2026

CITY: City of West Fargo

ENGINEER: Moore Engineering, Inc.

By: _____

By:  _____

Print Name: Dan Hanson, PE

Print Name: Lee T. Beauvais, PE

Title: Senior Director of Community and Development Services

Title: Vice President of Production

Engineer License or Firm's Certificate No. (if required): 011C
State of: North Dakota

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Jerrold Wallace, PE

Name: Matt Prochniak, PE

Title: City Engineer

Title: Project Manager

Address: 2515 6th Street E.
West Fargo, ND 58078

Address: 925 10th Avenue East,
West Fargo, ND 58078

E-Mail Address: Jerry.Wallace@westfargond.gov

E-Mail Address: matt.prochniak@mooreengineeringinc.com

Phone: (701) 515-5050

Phone: (701) 282-4692

Item Title: Project No. 2293 – 9th Street NE – Grade Separation

Requested Action/Staff Recommendation: Approve Overpass Agreement and C&M Agreement

Presented By: Dan Hanson, Senior Director of Community & Development

New Information:

This project is currently Advertised for bidding in April. The city needs to enter into an agreement with BNSF for the construction of the overpass as work will obviously be taking place within their right of way.

Along with the Overpass Agreement, there is an Easement Agreement for Separated Grade Crossing (C&M Agreement) that we need to enter into with BNSF that is also included in the packet which allows the City an easement to construct and maintain all improvements.

These documents have been reviewed and accepted by the City Attorney.

Financial Analysis:

There are Easement Fees totaling \$44,845 to BNSF for these agreements. The costs are broken into the following:

- \$2,500 Admin
- \$8,595 for Temporary Easement
- \$33,750 for Permanent Easement

Supporting Documents:

- Overpass Agreement
 - Easement Agreement for Separated Grade Crossing (C&M Agreement)
-

Previously Presented Information & Commission Actions:

March 16, 2026

- **Staff Recommendation:** Approve Plans and Specifications, Direct Advertisement for Bids; and Approve Task Order No. 9-3
- **Commission Action:** Commissioner Olson moved and Commissioner Anderson seconded to approve. No opposition, motion carried.

February 2, 2026

- **Staff Recommendation:** Direct and Approve Engineer's Report and Direct Engineer to prepare Plans and Specifications
- **Commission Action:** Commissioner Zundel moved and Commissioner Olson 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.

January 19, 2025

- **Staff Recommendation:** Approve Access Easement Agreement
- **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

OVERPASS AGREEMENT

BNSF File No.: BF-20585260
Mile Post 12.08
Line Segment 26
U.S. DOT Number 983728L
KO Subdivision

This Agreement ("**Agreement**"), is executed to be effective as of [_____, ____]
 ("**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation
 ("**BNSF**") and the **City of West Fargo**, a political subdivision of the State of State or Country
 Where Work Performed ("**Agency**").

RECITALS:

WHEREAS, BNSF owns and operates a line of railroad in and through the City of West Fargo,
 State of North Dakota; and

WHEREAS, Agency desires to construct a new crossing at separated grades to be known as
 the 9th Street NE Overpass, D.O.T. No. **983728L**.

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

ARTICLE I) SCOPE OF WORK

1) The term "**Project**" as used herein includes any and all work related to the construction of
 the proposed 9th Street NE Overpass (hereinafter referred to as the "**Structure**"), more
 particularly described on the Exhibit A, which is attached hereto and incorporated herein,
 including, but not limited to, any and all changes to telephone, telegraph, signal and
 electrical lines and appurtenances, temporary and permanent track work, fencing, grading,
 alterations to or new construction of drainage facilities, preliminary and construction
 engineering and contract preparation. Temporary controls during construction must comply
 with Section 8A-08, "Temporary Traffic Control Zones" of the Manual of Uniform Traffic
 Control Devices ("MUTCD"), U.S. Department of Transportation.

Agency must also install and maintain fencing which will direct pedestrians around the
 construction site.

ARTICLE II) BNSF OBLIGATIONS

In consideration of the covenants of Agency set forth herein and the faithful performance thereof, BNSF agrees as follows:

- 1) Upon Agency's payment to BNSF of an administrative fee in the sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500), together with the Temporary Construction License Fee in the sum of Eight Thousand Five Hundred and Ninety-Five and No/100 Dollars (\$8,595), BNSF hereby grants to Agency, its successors and assigns, upon and subject to the terms and conditions set forth in this Agreement, a temporary non-exclusive license (hereinafter called, "Temporary Construction License") to construct the Structure across or upon the portion of BNSF's right-of-way described further on Exhibit A-1, excepting and reserving BNSF's rights, and the rights of any others who have obtained, or may obtain, permission or authority from BNSF, to do the following:
 - A. Operate, maintain, renew and/or relocate any and all existing railroad track or tracks, wires, pipelines and other facilities of like character upon, over or under the surface of said right-of-way;
 - B. Construct, operate, maintain, renew and/or relocate upon said right-of-way, without limitation, such facilities as the BNSF may from time to time deem appropriate, provided such facilities do not materially interfere with the Agency's use of the Structure;
 - C. Otherwise use or operate the right-of-way as BNSF may from time to time deem appropriate, provided such use or operations does not materially interfere with the Agency's use of the Structure; and
 - D. Require the Agency or its contractor to execute a Temporary Construction Crossing Agreement, for any temporary crossing requested to aid in the construction of this Project.

The term of the Temporary Construction License begins on the Effective Date and ends on the earlier of (i) substantial completion of the Structure, or (ii) twenty-four (24) months following the Effective Date. The Temporary Construction License and related rights given by BNSF to Agency in this provision are without warranty of title of any kind, express or implied, and no covenant of warranty of title will be implied from the use of any word or words herein contained. The Temporary Construction License is for construction of the Structure only and shall not be used by Agency for any other purpose. Agency acknowledges and agrees that Agency shall not have the right, under the Temporary Construction License, to use BNSF property or right-of-way for any other purpose than construction. In the event Agency is evicted by anyone owning, or claiming title to or any interest in said right-of-way, BNSF will not be liable to Agency for any damages, losses or any expenses of any nature whatsoever. The granting of similar rights to others, subsequent to the date of this Agreement, will not impair or interfere with the rights granted to Agency herein.

Upon Agency's payment to BNSF of the additional sum of Thirty-Three Thousand Seven Hundred Fifty and No/100 Dollars (\$33,750), such payment to be made within thirty (30) calendar days of issuing the Notice to Proceed pursuant to Article III, Section 17 of this

Agreement, and provided further that Agency is in compliance with the term and conditions of this Agreement, BNSF will grant to Agency, its successors and assigns, an easement (hereinafter called, the "Easement") to enter upon and use that portion of BNSF's right-of-way as is necessary to use and maintain the Structure, substantially in the form of Exhibit B attached to this Agreement. If Agency fails to pay BNSF within the thirty-day time period set forth in the preceding sentence, BNSF may stop construction of the Project until full payment is received by BNSF.

2) BNSF will furnish all labor, materials, tools, and equipment for railroad work required for the construction of the Project, such railroad work and the estimated cost thereof being as shown on Exhibit D attached hereto and made a part hereof. In the event construction on the Project has not commenced within six (6) months following the Effective Date, BNSF may, in its sole and absolute discretion, revise the cost estimates set forth in said Exhibit D. In such event, the revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on Exhibit D not specifically mentioned therein may be included as a part of this Agreement upon written approval of Agency, which approval will not be unreasonably withheld. Construction of the Project must include the following railroad work by BNSF ("BNSF Railroad Work"):

- A. Procurement of materials, equipment and supplies necessary for the railroad work;
- B. Preliminary engineering, design, and contract preparation;
- C. Furnishing of flagging services during construction of the Project as required and set forth in further detail on Exhibit C;
- D. Furnishing engineering and inspection as required in connection with the construction of the Project;
- E. Providing a contract project coordinator, at Agency's expense, to serve as a project manager for the Project;
- F. If required, removal of the existing 9th Street NE at-grade crossing, including removal of the automatic warning devices, and obliteration of the crossing between the rails and two feet outside thereof; and

3) BNSF will do all railroad work set forth in Article II, Section 2 above on an actual cost basis, when BNSF, in its sole discretion, determines it is required by its labor agreements to perform such work with its own employees working under applicable collective bargaining agreements.

4) Agency agrees to reimburse BNSF for work of an emergency nature caused by Agency or Agency's contractor in connection with the Project which BNSF deems is reasonably necessary for the immediate restoration of railroad operations, or for the protection of

persons or BNSF property. Such work may be performed by BNSF without prior approval of Agency and Agency agrees to fully reimburse BNSF for all such emergency work.

- 5) BNSF may charge Agency for insurance expenses, including self-insurance expenses, when such expenses cover the cost of Employer's Liability (including, without limitation, liability under the Federal Employer's Liability Act) in connection with the construction of the Project. Such charges will be considered part of the actual cost of the Project, regardless of the nature or amount of ultimate liability for injury, loss or death to BNSF's employees, if any.
- 6) During the construction of the Project, BNSF will send Agency progressive invoices detailing the costs of the railroad work performed by BNSF under this Agreement. Agency must reimburse BNSF for completed force-account work within thirty (30) calendar days of the date of the invoice for such work. Upon completion of the Project, BNSF will send Agency a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit D. Pursuant to this section and Article IV, Section 7 herein, Agency must pay the final invoice within ninety (90) calendar days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to Agency under this section.

ARTICLE III) AGENCY OBLIGATIONS

In consideration of the covenants of BNSF set forth herein and the faithful performance thereof, Agency agrees as follows:

- 1) Agency must furnish to BNSF plans and specifications for the Project. Four sets of said plans (reduced size 11" x 17"), together with two copies of calculations, and two copies of specifications in **English Units**, must be submitted to BNSF for approval prior to commencement of any construction. BNSF will give Agency final written approval of the plans and specifications substantially in the form of Exhibit E, attached to this Agreement and made a part hereof. Upon BNSF's final written approval of the plans and specifications, said plans and specifications will become part of this Agreement and are hereby incorporated herein. Any approval of the plans and specifications by BNSF shall in no way obligate BNSF in any manner with respect to the finished product design and/or construction. Any approval by BNSF shall mean only that the plans and specifications meet the subjective standards of BNSF, and such approval by BNSF shall not be deemed to mean that the plans and specifications or construction is structurally sound and appropriate or that such plans and specifications meet applicable regulations, laws, statutes or local ordinances and/or building codes.

- 2) Agency must make any required application and obtain all required permits and approvals for the construction of the Project.
- 3) Agency must provide for and maintain minimum vertical and horizontal clearances, as required in Exhibit C and as approved by BNSF as part of the plans and specifications for the Project.
- 4) Agency must acquire all rights of way necessary for the construction of the Project.
- 5) The AGENCY shall accept responsibility to review the need for fencing on the east side of the structure in the future. If it is determined by both PARTIES hereto, that because of the ejection of objects from the structure onto the BNSF's property, that a fencing system will be an effective deterrent, then the AGENCY at its sole cost, shall install and maintain a protective fencing system on the highway overpass structure. Both PARTIES agree that protective fencing will not be required at the time of the Project.
- 6) Agency must make any and all arrangements, in compliance with BNSF's Utility Accommodation Manual (<http://www.bnsf.com/communities/faqs/pdf/utility.pdf>), for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project.
- 7) 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 BNSF 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. Construction of the Structure;
 - B. All necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;
 - C. Provide suitable drainage, both temporary and permanent;
 - D. Provide appropriate pedestrian control during construction;
 - E. Design and construction of a permanent gravel roadway under the Structure along the SE and SW Quadrant to the tracks to be used for access to BNSF property and also in the NE Quadrant shown on in the plans in Exhibit A;
 - F. City has provided documentation that grants BNSF the right to use all access roads and this can be shown in Exhibit H;

- G. Installation and maintenance of an 8-ft. high fence and/or concrete combination (throw fence) on the outside barrier on the west end of the Structure;
 - 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;
- 8) Agency must apply and maintain said D.O.T. Crossing number **983728L** in a conspicuous location on the Structure.
 - 9) Agency's Work must be performed by Agency or Agency's contractor in a manner that will not endanger or interfere with the safe and timely operations of BNSF and its facilities.
 - 10) For any future inspection or maintenance, either routine or otherwise, performed by subcontractors on behalf of the Agency, Agency shall require the subcontractors to comply with the provisions of the attached Exhibit C and execute the agreement attached hereto as Exhibit C-1. Prior to performing any future maintenance with its own personnel, Agency shall: comply with all of BNSF's applicable safety rules and regulations; require any Agency employee performing maintenance to complete the safety training program at the BNSF's Internet Website "www.BNSFContractor.com"; notify BNSF when, pursuant to the requirements of Exhibit C, a flagger is required to be present; procure, and have approved by BNSF's Risk Management Department, Railroad Protective Liability insurance.
 - 11) Agency must require its contractor(s) to notify BNSF's Roadmaster at least thirty (30) calendar days prior to requesting a BNSF flagman in accordance with the requirements of Exhibit C attached hereto. Additionally, Agency must require its contractor(s) to notify BNSF's Manager of Public Projects thirty (30) calendar days prior to commencing work on BNSF property or near BNSF tracks.
 - 12) Agency or its contractor(s) must submit four (4) copies of any plans (including two sets of calculations in **English Units**) for proposed shoring, falsework or cribbing to be used over, under, or adjacent to BNSF's tracks to BNSF's Manager of Public Projects for approval. The shoring, falsework or cribbing used by Agency's contractor shall comply with the BNSF Requirements for construction of Grade Separation Projects set forth on Exhibit F and all applicable requirements promulgated by state and federal agencies, departments, commissions and other legislative bodies. If necessary, Agency must submit for approval two (2) copies of a professionally engineered demolition plan, as set forth in Exhibit G, with applicable calculations to BNSF's Manager of Public Projects.
 - 13) Agency must include the following provisions in any contract with its contractor(s) performing work on said Project ("Contractor"):
 - A. The Contractor is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "Lines") owned by various telecommunications companies may be buried on BNSF's property or right-of-way. The locations of these Lines have been included on the plans based on information from the telecommunications

companies. The Contractor will be responsible for contacting BNSF and the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The Contractor must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The Contractor must also use all reasonable methods when working in the BNSF right-of-way or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.

- B. The Contractor will be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. The Contractor must cooperate fully with any telecommunications company(ies) in performing such rearrangements.
- C. Failure to mark or identify these Lines will be sufficient cause for BNSF to stop construction at no cost to the Agency or BNSF until these items are completed.
- D. In addition to the liability terms contained elsewhere in this Agreement, the Contractor hereby indemnifies, defends and holds harmless BNSF for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Contractor, its subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage to or destruction of any Lines by Contractor, and/or its subcontractors, agents and/or employees, on BNSF's property or within BNSF's right-of-way, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF's property or within BNSF's right-of-way, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies). **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF BNSF.**

14) Agency must require compliance 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 (i) the provisions set forth in Article III and IV; and (ii) the provisions set forth in Exhibit C, Exhibit C-1, and Exhibit F attached hereto and by reference made a part hereof.

15) Except as otherwise provided below in this Section 14, all construction work performed hereunder by Agency for the Project will be pursuant to a contract or contracts to be let by Agency, and all such contracts must include the following:

- A. All work performed under such contract or contracts within the limits of BNSF's right-of-way must be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;
- B. Changes or modifications during construction that affect safety or BNSF operations must be subject to BNSF's approval;
- C. No work will be commenced within BNSF's right-of-way until each of the prime contractors employed in connection with said work must have (i) executed and delivered to BNSF an agreement in the form of Exhibit C-1, and (ii) delivered to and secured BNSF's approval of the required insurance; and
- D. To facilitate scheduling for the Project, Agency shall have its contractor give BNSF's representative, Dan Peltier, four (4) weeks' advance notice of the proposed times and dates for work windows. BNSF and Agency's contractor will establish mutually agreeable work windows for the Project. BNSF has the right at any time to revise or change the work windows due to train operations or service obligations. BNSF will not be responsible for any additional costs and expenses resulting from a change in work windows. Additional costs and expenses resulting from a change in work windows shall be accounted for in the contractor's expenses for the Project.
- E. The plans and specifications for the Project must be in compliance with the BNSF Requirements for construction of Grade Separation Projects set forth on Exhibit F, attached to this Agreement and incorporated herein.

16) Agency must advise the appropriate BNSF Manager of Public Projects, in writing, of the completion date of the Project within thirty (30) calendar days after such completion date. Additionally, Agency must notify BNSF's Manager of Public Projects, in writing, of the date on which Agency and/or its Contractor will meet with BNSF for the purpose of making final inspection of the Project.

17) **TO THE FULLEST EXTENT PERMITTED BY LAW, AGENCY HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY THE AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF**

AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (IV) AGENCY'S BREACH OF THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT GRANTED TO AGENCY PURSUANT TO ARTICLE II OF THIS AGREEMENT, (V) ANY RIGHTS OR INTERESTS GRANTED TO AGENCY PURSUANT TO THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT DISCUSSED IN ARTICLE II OF THIS AGREEMENT, (VI) AGENCY'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RIGHT-OF-WAY, INCLUDING, WITHOUT LIMITATION, SUBSEQUENT MAINTENANCE OF THE STRUCTURE BY AGENCY, OR (VII) AN ACT OR OMISSION OF AGENCY OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. THE LIABILITY ASSUMED BY AGENCY WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF BNSF.

IT IS MUTUALLY NEGOTIATED BETWEEN THE PARTIES THAT THE INDEMNIFICATION OBLIGATION SHALL INCLUDE ALL CLAIMS BROUGHT BY CONTRACTOR'S EMPLOYEES AGAINST BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, AND CONTRACTOR EXPRESSLY WAIVES ANY IMMUNITY OTHERWISE PROVIDED UNDER APPLICABLE STATE WORKERS COMPENSATION OR SIMILAR LAWS AND ASSUMES POTENTIAL LIABILITY FOR ALL ACTIONS BROUGHT BY ITS EMPLOYEES.

- 18) Agency must give BNSF's Manager of Public Projects written notice to proceed ("**Notice to Proceed**") with the BNSF Railroad Work after receipt of necessary funds for the Project. BNSF will not begin the BNSF Railroad Work (including, without limitation, procurement of supplies, equipment or materials) until written notice to proceed is received from Agency.

ARTICLE IV) JOINT OBLIGATIONS

IN CONSIDERATION of the premises, the parties hereto mutually agree to the following:

- 1) All work contemplated in this Agreement must be performed in a good and workmanlike manner and each portion must be promptly commenced by the party obligated hereunder to perform the same and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction which affect BNSF will be subject to BNSF's written approval prior to the commencement of any such changes or modifications from the BNSF Manager of Engineering.
- 2) The work hereunder must be done in accordance with the BNSF Requirements for construction of Grade Separation Projects set forth on Exhibit F and the detailed plans and specifications approved by BNSF.
- 3) Agency must require its contractor(s) to reasonably adhere to the Project's construction schedule for all Project work. The parties hereto mutually agree that BNSF's failure to complete the railroad work in accordance with the construction schedule due to inclement

weather or unforeseen railroad emergencies will not constitute a breach of this Agreement by BNSF and will not subject BNSF to any liability. Regardless of the requirements of the construction schedule, BNSF reserves the right to reallocate the labor forces assigned to complete the railroad work in the event of an emergency to provide for the immediate restoration of railroad operations of either (BNSF or its related railroads) or to protect persons or property on or near any BNSF owned property. BNSF will not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The parties mutually agree that any reallocation of labor forces by BNSF pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this Agreement by BNSF.

- 4) BNSF will have the right to stop construction work on the Project if any of the following events take place: (i) Agency (or any of its contractors) performs the Project work in a manner contrary to the plans and specifications approved by BNSF; (ii) Agency (or any of its contractors), in BNSF's opinion, prosecutes the Project work in a manner that is hazardous to BNSF 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) Agency fails to pay BNSF for the Temporary Construction License or the Easement pursuant to Article II, Section 1 of this Agreement. The work stoppage will continue until all necessary actions are taken by Agency or its Contractor to rectify the situation to the satisfaction of BNSF's Division Engineer or until proof of additional insurance has been delivered to and accepted by BNSF. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, BNSF 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 BNSF. BNSF's right to stop the work is in addition to any other rights BNSF may have including, but not limited to, actions or suits for damages or lost profits. In the event that BNSF desires to stop construction work on the Project, BNSF agrees to immediately notify the following individual in writing:

Jerrold Wallace
City Engineer
City of West Fargo
Jerry.Wallace@westfargond.gov

- 5) Agency must supervise and inspect the operations of all Agency contractors to ensure compliance with the plans and specifications approved by BNSF, the terms of this Agreement and all safety requirements of BNSF. If BNSF determines that proper supervision and inspection are not being performed by Agency personnel at any time during construction of the Project, BNSF has the right to stop construction (within or adjacent to its operating right-of-way). Construction of the Project will not proceed until Agency corrects the situation to BNSF's reasonable satisfaction. If BNSF feels the situation is not being corrected in an expeditious manner, BNSF will immediately notify for appropriate corrective action.

BNSF will contribute \$599,317.50 (**hereinafter referred to as "BNSF's Share"**) towards the total actual costs of the Project. BNSF's Share will be based on the costs for preliminary engineering, right-of-way and construction within the following limits;

- A.** Where a grade crossing is eliminated by grade separation, the structure and approaches required to transition to a theoretical highway profile which would have been constructed if there were no railroad present, for the number of lanes on the existing highway and in accordance with the current design standards of the appropriate state highway agency; and
- B.** Where another facility, such as a highway or waterway, requiring a bridge structure is located within the limits of a grade separation project, the estimated cost of a theoretical structure and approaches as described in 23 CFR 646.210(c)(1) to eliminate the railroad-highway grade crossing without considering the presence of the waterway or other highway.

Additionally, local, state and federal funds will be used in the construction of the Project. The total actual cost of construction for the Project is presently estimated to be \$27M more particularly described (together with BNSF's Share) on Exhibit G attached hereto and incorporated herein.

- 6)** Pursuant to this section and Article II, Section 6 herein, Agency must reimburse BNSF in full for the actual costs of all work performed by BNSF under this Agreement (including taxes, such as applicable sales and use taxes, business and occupation taxes, and similar taxes), less BNSF's Share as set forth in Article IV, Section 6 herein. BNSF's Share must be paid upon completion of the Project.
- 7)** All expenses detailed in statements sent to Agency pursuant to Article II, Section 7 herein will comply with the terms and provisions of the Title 23 U.S. Code, Title 23 Code of Federal Regulations, and the Federal-Aid Policy Guide, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. The parties mutually agree that BNSF's preliminary engineering, design, and contract preparation costs described in Article II, Section 2 herein are part of the costs of the Project even though such work may have preceded the date of this Agreement.
- 8)** The parties mutually agree that neither construction activities for the Project, nor future maintenance of the Structure once completed, will be permitted during the fourth quarter of each calendar year. Emergency work will be permitted only upon prior notification to BNSF's Network Operations Center (telephone number: 800 832-5452). The parties hereto mutually understand and agree that trains cannot be subjected to delay during this time period.
- 9)** Subject to the restrictions imposed by Article IV, Section 8 above, the construction of the Project will not commence until Agency gives BNSF's Manager of Public Projects thirty (30)

calendar days prior written notice of such commencement. The commencement notice will reference D.O.T. Crossing No. **983728L** and must state the time that construction activities will begin.

10) In addition to the terms and conditions set forth elsewhere in this Agreement, including, but not limited to, the terms and conditions stated in Exhibit F, BNSF and Agency agree to the following terms upon completion of construction of the Project:

- A.** Agency will own and maintain, at its sole cost and expense, the Structure, the highway approaches, and appurtenances thereto, lighting, drainage and any access roadways to BNSF installed pursuant to this Agreement. BNSF may, at its option, perform maintenance on the Structure in order to avoid conflicts with train operations. BNSF will notify Agency prior to performing any such maintenance on the Structure. In the event such maintenance involves emergency repairs, BNSF will notify Agency at its earliest opportunity. Agency must fully reimburse BNSF for the costs of maintenance performed by BNSF.
- B.** Agency must, at Agency's sole cost and expense, keep the Structure painted and free from graffiti.
- C.** Agency must provide BNSF with any and all necessary permits and maintain roadway traffic controls, at no cost to BNSF, whenever requested by BNSF to allow BNSF to inspect the Structure or to make emergency repairs thereto.
- D.** It is expressly understood by Agency and BNSF that any right to install utilities will be governed by a separate permit or license agreement between the parties hereto.
- E.** Agency must keep the Structure and surrounding areas clean and free from birds, pigeons, scavengers, vermin, creatures and other animals.
- F.** If Agency (including its contractors and agents) or BNSF, on behalf of Agency, performs (i) alterations or modifications to the Structure, or (ii) any maintenance or other work on the Structure with heavy tools, equipment or machinery at ground surface level horizontally within 25'-0" of the centerline of the nearest track, or (iii) any maintenance or other work outside the limits of the deck of the Structure vertically above the top of the rail, then Agency or its contractors and/or agents must procure and maintain the following insurance coverage, which may be changed from time to time:

Railroad Protective Liability insurance naming only BNSF as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The policy shall be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.

- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to BNSF prior to performing any work or services under this Agreement
- 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.

As used in this paragraph, "BNSF" means "Burlington Northern Santa Fe, LLC", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each.

In lieu of providing a Railroad Protective Liability Policy, Agency may participate in BNSF's Blanket Railroad Protective Liability Insurance Policy if available to Agency or its contractors. The limits of coverage are the same as above.

- 11) Agency hereby grants to BNSF, at no cost or expense to BNSF, a permanent right of access from Agency property to BNSF tracks for maintenance purposes. BNSF will provide reasonable notice to Agency if it will access Agency property for maintenance purposes.
- 12) Agency must provide one set of as built plans (prepared in **English Units**) to BNSF, as well as one set of computer diskettes containing as built CAD drawings of the Structure and identifying the software used for the CAD drawings. The "as built plans" must comply with the BNSF Requirements for construction of Grade Separation Projects set forth on Exhibit F and depict all information in BNSF engineering stationing and mile post pluses. The "as built plans" must also include plan and profile, structural bridge drawings and specifications, and drainage plans. All improvements and facilities must be shown.
- 13) Subject to the restrictions imposed by Article IV, Section 8 above and in accordance with the requirements of Article III, Section 9 above, Agency must notify and obtain prior authorization from BNSF's Manager of Public Projects before entering BNSF's right-of-way for **INSPECTION OR MAINTENANCE** purposes, and the BNSF Manager of Public Projects will determine if flagging is required. If the construction work hereunder is contracted, Agency must require its prime contractor(s) to comply with the obligations set forth in Exhibit C and Exhibit C-1, as the same may be revised from time to time. Agency will be responsible for its contractor(s) compliance with such obligations.
- 14) In the event that BNSF shall deem it necessary or desirable in the future, in the performance of its duty as a common carrier, to raise or lower the grade or change the alignment of its tracks or to lay additional track or tracks or to build other facilities in connection with the operation of its railroad, BNSF shall, at its expense, have full right to make such changes or additions, provided such changes or additions do not change or alter the Structure herein proposed to be constructed and provided further, however, that should it become necessary or desirable in the future to change, alter, widen or reconstruct the Structure to accommodate railroad projects, the cost of such work, including any cost incidental to

alteration of railroad or highway facilities made necessary by the alteration of the Structure shall be the sole responsibility of Agency.

- 15)** Agency may, at Agency's sole expense, alter or reconstruct the highway components of the Structure if necessary or desirable, due to traffic conditions or pedestrian or other recreational traffic, provided, however, that any such alteration or reconstruction must receive BNSF's prior written approval as evidenced by either a supplement to this Agreement, or execution of a new agreement that provides for the termination of this Agreement. Furthermore, any alteration or reconstruction of the highway components of the Structure will be covered by a Commission Order.
- 16)** Any books, papers, records and accounts of the parties hereto relating to the work hereunder or the costs or expenses for labor and material connected with the construction will at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto, as well as the State of North Dakota and the Federal Highway Administration, for a period of three (3) years from the date of final BNSF invoice under this Agreement.
- 17)** The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.
- 18)** In the event construction of the Project does not commence within eighteen (18) months of the Effective Date, this Agreement will become null and void.
- 19)** Neither termination nor expiration of this Agreement will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.
- 20)** To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.
- 21)** This Agreement (including exhibits and other documents, manuals, etc. incorporated herein) is the full and complete agreement between BNSF and Agency with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.
- 22)** Any notice provided for herein or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

BNSF: BNSF's Manager Public Projects

80 44th Ave NE

Minneapolis, MN 55421

Agency:

City of West Fargo, ND

2515 6th St E

West Fargo, ND 58078

SIGNATURE PAGE FOLLOWS

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 above written.

BNSF RAILWAY COMPANY

By: _____

Printed Name: _____

Title: _____

WITNESS:

AGENCY

CITY OF WEST FARGO

By: _____

Printed Name: Dustin T. Scott

Title: City Administrator

WITNESS:

Dan Hanson

Exhibit A

DESIGN DATA			
Traffic	Average Daily		
Current 2025	Pass: 6,830	Trucks: 670	Total: 7,500
Forecast 2043	Pass: 8,470	Trucks: 830	Total: 9,300
Clear Zone Distance: 18 FT		Design Speed: 35 MPH	
Minimum Sight Dist. for Stopping: 250 FT		Bridge: HL-93	
Limited Access Control			
Pavement Design Life: 30 YEARS			
Design Accumulated One-way Rigid ESALS: N/A			

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	2293	1	1

CITY OF WEST FARGO

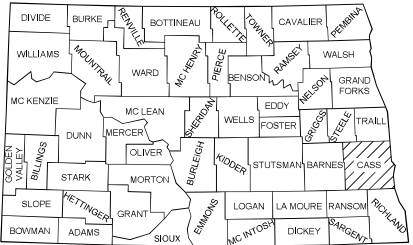
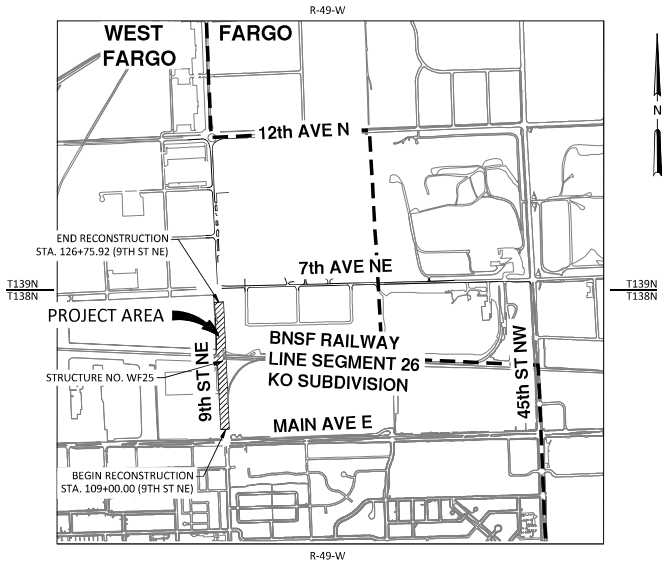
PROJECT NO 2293

CASS COUNTY
 9th St NE Grade Separation - Structure No. WF25
 USDOT GRANT NO 693JJ32640234q

GOVERNING SPECIFICATIONS	Date Published and Adopted by the North Dakota Department of Transportation
Standard Specifications	7/1/2025
Supplemental Specifications	NONE

PROJECT NUMBER/DESCRIPTION	NET MILES	GROSS MILES
PROJECT NO 2293	0.336	0.336

GRADING, SALVAGED BASE, PCC PAVEMENT, BRIDGE, HMA, STORM DRAIN, LIGHTING, SIGNALS, PAVEMENT MARKING, SIGNING, SHARED USE PATH, REINF CONCRETE SIDEWALK, AND WATER MAIN



STATE COUNTY MAP

DESIGNERS
JOSIAH ERICKSON
DEREK KAYSER
BRADY WALL
ADAM KAYE
CARTER UELAND
KALVIN STRECKER

APPROVED DATE 3/9/2026
WEST FARGO CITY ENGINEER

I hereby certify that the attached plans were prepared by me or under my direct supervision and that I am a duly registered professional engineer under the laws of the state of ND.
APPROVED DATE 3/9/2026
HOUSTON ENGINEERING INC



H:\BIRNBAUGH\2025\2293\2293_0004 9th St CAD\01_BASE GRANT\Plan\001 - Cover Sheet.dwg, layout (1), 3/9/2026 1:20 PM (j.mull)

Exhibit A-1

**EASEMENT AGREEMENT
FOR SEPARATED GRADE CROSSING
(C&M Agreement)**

THIS EASEMENT AGREEMENT FOR SEPARATED GRADE CROSSING ("Easement Agreement") is made and entered into as of the _____ day of _____ 2026 ("**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), and **CITY OF WEST FARGO**, a political subdivision of the State of North Dakota ("**Grantee**").

A. Grantor owns or controls certain real property situated at or near the vicinity of West Fargo, County of Cass, State of North Dakota, at Railroad Line Segment 0026 Mile Post 12.08, as described or depicted on **Exhibit "A"** attached hereto and made a part hereof (the "**Premises**").

B. Grantor and Grantee have entered into that certain Construction and Maintenance Agreement dated as of _____ concerning improvements on or near the Premises (the "**C&M Agreement**").

C. Grantee has requested that Grantor grant to Grantee an easement over the Premises for the Easement Purpose (as defined below).

D. Grantor has agreed to grant Grantee such easement, subject to the terms and conditions set forth in this Easement and in the C&M Agreement incorporated herein as if fully set forth in this instrument which terms shall be in full force and effect for purposes of this Easement even if the C&M Agreement is, for whatever reason, no longer in effect.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 Granting of Easement.

1.1 Easement Purpose. The "**Easement Purpose**" shall be for the purposes set forth in the C&M Agreement. Any improvements to be constructed in connection with the Easement Purpose are referred to herein as "**Improvements**" and shall be constructed, located, configured and maintained by Grantee in strict accordance with the terms of this Easement Agreement and the C&M Agreement.

1.2 Grant. Grantor does hereby grant unto Grantee a non-exclusive easement ("**Easement**") over the Premises for the Easement Purpose and for no other purpose. The Easement is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) and zoning laws (collectively, "**Laws**"). Grantor may not make any alterations or improvements or perform any maintenance or repair activities within the Premises except in accordance with the terms and conditions of the C&M Agreement.

1.3 Reservations by Grantor. Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

- (a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "**Lines**") upon, over, under or across the Premises;
- (b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and

- (c) to use the Premises in any manner as the Grantor in its sole discretion deems appropriate, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose.

Section 2 **Term of Easement**. The term of the Permanent Easement, unless sooner terminated under provisions of this Easement Agreement, shall be perpetual. The term of the Temporary Easement, unless sooner terminated under provisions of this Easement Agreement, shall expire on the date that is twenty four months after the Effective Date.

Section 3 **No Warranty of Any Conditions of the Premises**. Grantee acknowledges that Grantor has made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Grantor's ownership interest in the Premises. Grantee has not relied on any statement or declaration of Grantor, oral or in writing, as an inducement to entering into this Easement Agreement, other than as set forth herein. GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS EASEMENT AGREEMENT IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, INCLUDING ENVIRONMENTAL CONDITION, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES. Grantee has inspected or will inspect the Premises, and enters upon Grantor's rail corridor and property with knowledge of its physical condition and the danger inherent in Grantor's rail operations on or near the Premises. Grantee acknowledges that this Easement Agreement does not contain any implied warranties that Grantee or Grantee's Contractors (as hereinafter defined) can successfully construct or operate the Improvements.

Section 4 **Nature of Grantor's Interest in the Premises**. GRANTOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Grantor of the affected rail corridor, Grantor shall not be liable to refund Grantee any compensation paid hereunder.

Section 5 **Improvements**. Grantee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the Improvements, including such actions as may be necessary to obtain any required permits, approvals or authorizations from applicable governmental authorities. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of the Improvements shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing. In the event any construction, repair, maintenance, work or other use of the Premises by Grantee will affect any Lines, fences, buildings, improvements or other facilities (collectively, "**Other Improvements**"), Grantee will be responsible at Grantee's sole risk to locate and make any adjustments necessary to such Other Improvements. Grantee must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their service and obtain the owner's written approval prior to so affecting the Other Improvements. Grantee must mark all Other Improvements on the Plans and Specifications and mark such Other Improvements in the field in order to verify their locations. Grantee must also use all reasonable methods when working on or near Grantor property to determine if any

Other Improvements (fiber optic, cable, communication or otherwise) may exist. The Grantee agrees to keep the above-described premises free and clear from combustible materials and to cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on said premises, said work of cutting and removal to be done at such times and with such frequency as to comply with Grantee and local laws and regulations and abate any and all hazard of fire.

Section 6 Taxes and Recording Fees. Grantee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Grantor or the Premises that are attributable to the Improvements. Grantee agrees to purchase, affix and cancel any and all documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the Memorandum of Easement. In the event of Grantee's failure to do so, if Grantor shall become obligated to do so, Grantee shall be liable for all costs, expenses and judgments to or against Grantor, including all of Grantor's legal fees and expenses.

Section 7 Environmental.

7.1 Compliance with Environmental Laws. Grantee shall strictly comply with all Environmental Laws (as defined below). Grantee shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Premises. Grantee shall not handle, transport, release or suffer the release of Hazardous Materials (as defined below) on or about the Premises.

7.2 Notice of Release. Grantee shall give Grantor immediate notice to Grantor's Resource Operations Center at (800) 832-5452 of any release of Hazardous Materials on, from, or affecting the Premises. Grantee shall use its best efforts to 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 Grantee's use of the Premises must be immediately reported to Grantor at EnvironmentalLeases@bnsf.com. Grantee also shall give Grantor prompt notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure a release or violation.

7.3 Remediation of Release. In the event that Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws which occurred or may occur during the term of this Easement Agreement, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises.

7.4 Soils and Materials Management.

(a) If during the construction or subsequent maintenance of the Improvements or any other soil-disturbing activities, soils or other materials considered to be environmentally impacted are encountered, Grantee will stop work immediately and notify Grantor. After consultation with Grantor, Grantee shall, at Grantee's expense, characterize any such impacted soils. Upon receiving sampling results, Grantee shall, at Grantee's expense in consultation with Grantor, 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.

(b) All soils and materials to be removed from the Grantor's property or right of way must be properly characterized, managed, transported, and disposed at an appropriately-licensed facility, at Grantee's expense, in accordance with all Environmental Laws. Grantee shall be the "Generator" of any and all such materials and waste, as such term is defined in Environmental Laws.

(c) All fill materials to be imported to Grantor's property shall be certified clean fill or from a BNSF-approved source.

7.5 Preventative Measures. Grantee shall promptly report to Grantor in writing any conditions or activities upon the Premises known to Grantee 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 Grantee's reporting to Grantor shall not relieve Grantee of any obligation whatsoever imposed on it by this Easement Agreement. Grantee shall promptly respond to Grantor's request for information regarding said conditions or activities.

7.6 Evidence of Compliance. Upon request by Grantor, Grantee agrees to furnish Grantor with proof satisfactory to Grantor that Grantee is in compliance with this **Section 7**. Should Grantee not comply fully with obligations of this **Section 7**, notwithstanding anything contained in any other provision hereof, Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice of termination upon Grantee. Upon termination, Grantee shall remove the Improvements and restore the Premises as provided in **Section 9**.

7.7 Notwithstanding anything in this Section 7, the parties agree that Grantor has no duty or obligation to monitor Grantee's use of the Premises to determine Grantee's compliance with Environmental Laws, it being solely Grantee's responsibility to ensure that Grantee's use of the Premises is compliant. Neither the exercise nor the failure by Grantor to exercise any rights granted in this Section will alter the liability allocation provided by this Easement Agreement.

7.8 "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.

7.9 "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.

Section 8 Default and Termination.

8.1 Grantor's Performance Rights. If at any time Grantee, or Grantee's Contractors, fails to properly perform its obligations under this Easement Agreement, Grantor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Grantee's sole cost, may arrange for the performance of such work as Grantor deems necessary for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the rail corridor or property with the authority or permission of Grantor. Grantee shall promptly reimburse Grantor for all costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantor's failure to perform any obligations of Grantee or Grantee's Contractors shall not alter the liability allocation set forth in this Easement Agreement.

8.2 Abandonment. Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice in writing upon Grantee if Grantee should abandon or cease to use the Premises for the Easement Purpose. Any waiver by Grantor of any default or defaults shall not constitute a waiver of the right to terminate

this Easement Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect Grantor's ability to enforce any section of this Easement Agreement.

8.3 Effect of Termination or Expiration. Neither termination nor expiration will release Grantee from any liability or obligation under this Easement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date the Premises are restored as required by **Section 9**.

8.4 Non-exclusive Remedies. The remedies set forth in this **Section 8** shall be in addition to, and not in limitation of, any other remedies that Grantor may have under the C&M Agreement, at law or in equity.

Section 9 Surrender of Premises.

9.1 Removal of Improvements and Restoration. Upon termination of this Easement Agreement, whether by abandonment of the Easement or by the exercise of Grantor's termination rights hereunder, Grantee shall, at its sole cost and expense, immediately perform the following:

- (a) remove all or such portion of Grantee's Improvements and all appurtenances thereto from the Premises, as Grantor directs at Grantor's sole discretion;
- (b) repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises, including, but not limited to, environmental damage;
- (c) remedy any unsafe conditions on the Premises created or aggravated by Grantee; and
- (d) leave the Premises in the condition which existed as of the Effective Date.

9.2 Limited License for Entry. If this Easement Agreement is terminated, Grantor may direct Grantee to undertake one or more of the actions set forth above, at Grantee's sole cost, in which case Grantee shall have a limited license to enter upon the Premises to the extent necessary to undertake the actions directed by Grantor. The terms of this limited license include all of Grantee's obligations under this Easement Agreement. Termination will not release Grantee from any liability or obligation under this Easement Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Grantee's Improvements are removed and the Premises are restored to the condition that existed as of the Effective Date. If Grantee fails to surrender the Premises to Grantor upon any termination of the Easement, all liabilities and obligations of Grantee hereunder shall continue in effect until the Premises are surrendered.

Section 10 Liens. Grantee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Grantee on the Premises or attributable to Taxes that are the responsibility of Grantee pursuant to **Section 6**. Grantor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by Law to prevent the attachment of any such liens to any portion of the Premises; provided, however, that failure of Grantor to take any such action shall not relieve Grantee of any obligation or liability under this **Section 10** or any other section of this Easement Agreement.

Section 11 Tax Exchange. Grantor may assign its rights (but not its obligations) under this Easement Agreement to Goldfinch Exchange Company LLC, an exchange intermediary, in order for Grantor to effect an exchange under Section 1031 of the Internal Revenue Code. In such event, Grantor shall provide Grantee with a Notice of Assignment, attached as Exhibit C, and Grantee shall execute an acknowledgement of receipt of such notice.

Section 12 Notices. Any notice required or permitted to be given hereunder by one party to the other shall be delivered in the manner set forth in the C&M Agreement. Notices to Grantor under this Easement shall be delivered to the following address: BNSF Railway Company, Real Estate Department, 2500 Lou Menk Drive, Ft.

Worth, TX 76131, Attn: Permits, or such other address as Grantor may from time to time direct by notice to Grantee.

Section 13 Recordation. It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as **Exhibit "B"** (the "**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements.

The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located. If a Memorandum of Easement is not executed by the parties and recorded as described above within 60 days of the Effective Date, Grantor shall have the right to terminate this Easement Agreement upon notice to Grantee.

Section 14 Miscellaneous.

14.1 All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive Laws of the State of North Dakota without regard to conflicts of law provisions.

14.2 In the event that Grantee consists of two or more parties, all the covenants and agreements of Grantee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

14.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Easement Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

14.4 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

14.5 This Easement Agreement and the C&M Agreement, which is incorporated herein, is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantor harmless in any prior written agreement between the parties.

14.6 Time is of the essence for the performance of this Easement Agreement.

Section 15. Administrative Fee. Grantee acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Grantee and Grantor, that the Grantee shall pay upon return of this Easement Agreement signed by Grantee to Grantor's Broker a processing fee in the amount of \$2,500.00 over and above the agreed upon acquisition price. Said fee shall be made payable to BNSF Railway Company by a separate check.

Witness the execution of this Easement Agreement as of the date first set forth above.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: Cary Hutchings
Title: General Director Real Estate

GRANTEE:

CITY OF WEST FARGO,
a North Dakota Political Subdivision

By: _____
Name: Dustin T. Scott
Title: City Administrator

EXHIBIT "A"

Premises



071009F
1600170
1.92

9th St N

BNSF

EXHIBIT "B"

MEMORANDUM OF EASEMENT

THIS MEMORANDUM OF EASEMENT is hereby executed this _____ day of _____, 2026, by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131, and **CITY OF WEST FARGO**, a political subdivision of the State of North Dakota ("**Grantee**"), whose address for purposes of this instrument is 2515 6th St. E. West Fargo, ND 58078, which terms "Grantor" and "Grantee" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

WITNESSETH:

WHEREAS, Grantor owns or controls certain real property situated in Cass County, North Dakota as described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Premises**");

WHEREAS, Grantor and Grantee entered into an Easement Agreement, dated _____, 2026 (the "**Easement Agreement**") which set forth, among other things, the terms of an easement granted by Grantor to Grantee over and across the Premises (the "**Easement**"); and

WHEREAS, Grantor and Grantee desire to memorialize the terms and conditions of the Easement Agreement of record.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor does grant unto Grantee and Grantee does hereby accept from Grantor the Easement over and across the Premises.

The term of the Easement, unless sooner terminated under provisions of the Easement Agreement, shall be perpetual.

All the terms, conditions, provisions and covenants of the Easement Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the Easement Agreement and this Memorandum of Easement shall be deemed to constitute a single instrument or document. This Memorandum of Easement is not intended to amend, modify, supplement, or supersede any of the provisions of the Easement Agreement and, to the extent there may be any conflict or inconsistency between the Easement Agreement or this Memorandum of Easement, the Easement Agreement shall control.

END OF PAGE – SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum of Easement to as of the date and year first above written.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: Cary Hutchings
Title: General Director Real Estate

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____, 2026, by _____ (name) as _____ (title) of **BNSF RAILWAY COMPANY**, a Delaware corporation.

Notary Public

My appointment expires: _____

(Seal)

GRANTEE:

CITY OF WEST FARGO,
A North Dakota Political Subdivision

By: _____
Name: Dustin T. Scott
Title: City Administrator

STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____,
2026, by _____ (name) as
_____ (title) of _____, a
_____.

Notary Public

My appointment expires: _____

(Seal)



Contract Number: BF-20585260

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 City of West Fargo, North Dakota Project No. 2293, 9th St. Overpass Construction
- 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-20585260

Jerrold Wallace

City Engineer

Jerry.Wallace@westfargond.gov

- 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 City of West Fargo at (701) 515-5103 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



Contract Number: BF-20585260

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 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



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- 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
- 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



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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 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



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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.



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- 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.
- iii) The cost of flagger services provided by the Railway will be borne by **the contractor** 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 **the City**.

- iv) The average train traffic on this route is 20 freight trains per 24-hour period at a timetable speed 60 MPH and 0 passenger trains.

6) Contractor General Safety Requirements



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- 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 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.



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- 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 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



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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 (701-795-1266 _____)**. 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 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.



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- 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.
- 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



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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 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,



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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.



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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).



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EXHIBIT "C-1"

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

Railway File: N/A

Agency Project: City of West Fargo, North Dakota Project No. 2293, 9th St. Overpass Construction

_____ (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated _____, 20___, with **City of West Fargo** for the performance of certain work in connection with the following project: 9th St. Overpass Construction _____. 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 **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



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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.**



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- 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 \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000 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



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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



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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 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 \$5,000,000 per occurrence and \$10,000,000 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.



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- (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. 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



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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.
- 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.



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- 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.



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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



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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



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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 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



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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

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



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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 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 Mooreland, four (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



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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

Contractor: _____

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: _____



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EXHIBIT D

BNSF Contribution	\$ 599,317.50
BNSF Signal	\$ 88,760
Inspector Coordinator	\$ 80,000
Total	\$ 768,077.50



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EXHIBIT E

Date: TBD

Daniel Hanson
Senior Director of Community & Development
City of West Fargo
2516 6th St. E.
West Fargo, ND 58078

Re: Final Approval of Plans and Specifications dated _____, 20__, drafted by
_____ **Houston Engineering, inc (hereinafter called, the “Plans
and Specifications”)**

Dear Daniel:

This letter serves as BNSF RAILWAY COMPANY's ("BNSF") final written approval of the Plans and Specifications covering the construction of the 9TH STREET NE Overpass. This final written approval is given to the CITY OF WEST FARGO ("Agency") pursuant to Article III, Section 1 of that certain Overpass Agreement between BNSF and Agency, dated _____, 20__. If the Plans and Specifications are revised by Agency subsequent to the date set forth above, this letter shall no longer serve as final written approval of the Plans and Specifications and Agency must resubmit said Plans and Specifications to BNSF for final written approval.

Regards,

Alexis Jones



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EXHIBIT F

Grade Separations

(FOR USE IN ANY C&M AGREEMENT FOR CONSTRUCTION OF AN OVERPASS OR AN UNDERPASS INITIATED BY A PUBLIC AGENCY)

BNSF PROCESS REQUIREMENTS FOR DESIGN & CONSTRUCTION OF GRADE SEPARATION PROJECTS BY A PUBLIC AGENCY ON BNSF RIGHT OF WAY, WHICH IMPACT BNSF PROPERTY OR OPERATIONS

1.01 General:

- 1.01.01 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

- 1.01.02 Definitions:
 - **Operationally Critical, (OC):** defined as Work that requires a submittal and acceptance by BNSF, which impacts, or could impact BNSF operations, on BNSF right-of-way or adjacent to it.
 - **Acceptance:** BNSF's response to plan submittals indicating a notice to proceed with work in the field; **Disclaimer for Acceptance:** ***BNSF has reviewed these submittals and no exceptions are taken with regard to BNSF's ability to use or accommodate the project as intended. BNSF has not reviewed the design details or calculations for structural integrity or engineering accuracy. BNSF accepts no responsibility for errors or omissions in the design or execution of the project.**
 - **Inspector/Coordinator, (I/C):** A third party consultant which BNSF hires to assist in the coordination of the project on BNSF's behalf. When referenced, "I/C" refers to the I/C team consisting of I/C-I, I/C-II, and the Resident Engineer (RE). The I/C team's role is to ensure the project is constructed per accepted* plans and specifications for that portion of the project on BNSF right of way, as it affects BNSF. The I/C will monitor construction activities to ensure that improvements used by BNSF meet all requirements of BNSF, and accommodate railroad operations.
- 1.01.03 The following submittals and actions are required by BNSF prior to Operationally Critical, (OC) Work being performed on BNSF property or above tracks being operated by BNSF Railway:



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2.01 Submittals and Actions Required During the Project Design Phase:

- 2.01.01 The Agency shall be the main contact for BNSF throughout the project. Agency shall be included on all correspondence relating to BNSF.
- 2.01.02 Required Design Submittals: (Allow for 4 weeks for BNSF to review design submittals)

Agency shall refer to the requirements of the UP/BNSF Guidelines on Grade Separation Projects when designing a grade separation which will impact BNSF Railway. Agency will be required to submit plans for BNSF review and comment. Plans shall not be labeled "final" until all comments have been addressed and BNSF has accepted* the plans.

Examples of required design submittals may be, but are not limited to:

Concept, vertical profile of Top of Rail, 30% plans and final plans

The following submittals will require a Professional Engineer, (PE) stamp:

Overpass design

Underpass design

Hydraulic study

Any non-standard design of a structure which will carry train loading

Work covered by a submittal shall not be performed in field without receiving Acceptance from BNSF.

Work windows will not exceed 6 hours, so project should be designed accordingly.



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The following Disclaimer applies to BNSF acceptance of Agency design plans:

**BNSF has reviewed these submittals and no exceptions are taken with regard to BNSF's ability to use or accommodate the project as intended. BNSF has not reviewed the design details or calculations for structural integrity or engineering accuracy. BNSF accepts no responsibility for errors or omissions in the design or execution of the project.*

3.01 Submittals and Actions Required During the Construction Phase:

- 3.01.01 The Agency shall be the main contact for BNSF throughout the project. Agency shall be included on all correspondence relating to BNSF. **BNSF will NOT accept submittals directly from the Agency's Contractor.**
- 3.01.02 BNSF will hire a consultant team to perform the duties of an Inspector/Coordinator, (I/C) on behalf of BNSF for the duration of the field construction of the project. The cost of the I/C will be reimbursable to BNSF by the Agency or their Contractor.

BNSF requires the I/C team be involved in the project throughout the construction phase to represent BNSF.

The I/C has authority to remove a contractor's employee from BNSF property if that employee fails to comply with the BNSF safety policy, does not have proper PPE or otherwise ignores instructions regarding work on BNSF right-of-way. The I/C has authority to shut down work on BNSF right-of-way if the contractor works in a manner that is in violation of BNSF's safety policy or FRA regulations.

Anytime instructions to the contractor by BNSF or the I/C are not complied with, the project may be shut down. All equipment and personnel will be removed from BNSF property until issues causing the shutdown are resolved to BNSF's satisfaction.

- 3.01.03 Agency must hold a pre-construction meeting with contractor and BNSF prior to work beginning on BNSF property.



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The Pre-Construction meeting shall not be held until 30 days after I/C has been selected – this allows time for the I/C to become familiar with the project.

Recommend scheduling two weeks prior to construction commencing to allow for adjustment to work plans, if needed.

- 3.01.04 Required Construction Submittals: : (Allow for 4 weeks for BNSF to review submittals)

All submittals should flow from the Contractor to the Agency, to the I/C Consultant, to the BNSF Project Engineer, (PE), and to BNSF Structures with responses back through the same communication chain. **BNSF will not accept submittals directly from the Contractor.**

Any changes to the work governed by a submittal requires that the submittal be re-accepted* by BNSF before the work commences.

Examples of construction submittals required include but are not limited to:

Contractors Safety Action Plan, Fire Prevention Plan, Proposed Project Schedule, Demolition, Shoring, Falsework and Lifting of Materials.

The following submittals will require a Professional Engineer, (PE) stamp:

Critical Pick Plan (75% of capacity of crane, or multi-crane pick)

Lifted Material Plan (Placement or Removal) – When lift is within temporary construction clearances and when list is within 25' of the centerline of the nearest track

Demolition Plan

Temporary Shoring Plan

Bracing Design Plan (non-standard only per DOT)



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For overpasses, Agency shall submit as-built plans of the structure, including final clearance dimensions to the I/C. Vertical clearance must be measured from the Top of Rail, horizontal clearance must be measured from the nearest track centerline.

OPERATIONALLY CRITICAL WORK AND SUBMITTALS: (4 to 6 weeks review timeline) All OC work requires a submittal and acceptance* by BNSF.

- Operationally Critical (OC) submittals are those that have the potential to affect the safe operation of trains and will need to be reviewed carefully. Work must be monitored to ensure it conforms to the submitted/accepted* plan.
- In-person safety review meetings will be required with BNSF representative, I/C, Contractor and Agency representative for all OC work and must be documented. The purpose of the meeting is to ensure all parties understand BNSF requirements and are following the applicable submittals. When a track work window is required the meeting shall occur at least 48 hours in advance of work starting.
- **Submittals must meet the requirements of the UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects. Submittals must also follow the requirements outlined in BNSF Review Comment Sheets, Use of Cranes & Lifting of Materials Submittal Schedule, BNSF Guidelines for Preparation of Bridge Demolition & Removal Plan and the BNSF-UPRR Guidelines for Temporary Shoring. Some submittals are required to be sealed by a licensed professional engineer.**
 - a. See Table 3-1 for Overhead Structures in UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects
 - b. See Table 3-2 for Underpass Structures UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects
 - c. Examples of OC submittals included in the above are:
 - i. Shoring (Follow BNSF-UPRR Guidelines for Temporary Shoring)
 - ii. Falsework
 - iii. Demolition (Need plans for substructure and superstructure. Follow BNSF Guidelines for Preparation of Bridge Demolition & Removal Plan)
 - iv. Erection (overhead and underpass structures)
 - v. Construction Phasing Plans
 - d. Additional OC submittals required, but not included in the Guidelines are:
 - i. All work plans that remove tracks from service (track outage windows require a detailed Gantt chart when greater than 2 hours)



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- ii. Contingency plans
- iii. Additional OC submittals may be required on a project by project basis.

For underpasses and other railroad bridges, as required in Sections 4.11 and 4.12 of the UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects, a RE will be on site full-time during construction, at the cost of the project. At the discretion of the RE, as accepted by BNSF, an I/C-I or I/C-II may be assigned for field duties where the work is not critical to ensuring the bridge is built to accepted project plans and specification.

- BNSF requires temporary and new track and railroad bridges be inspected by an FRA qualified BNSF employee prior to being placed into service. Two week advanced notice to BNSF structures department is required. For underpasses, all pile driving records are to be provided within 3-days of driving to the BNSF PE.
- Agency shall submit an as-built survey of shoo-fly final alignments. Alignments must conform to BNSF Shoo-fly procedures.
- 3.01.05 Prior to any work commencing on BNSF right of way:

Contractors C/C-1 or Right of Entry must be fully executed and their insurance must be approved before they can perform work on BNSF property.

Proof of Contractors insurance approval must be produced to the BNSF PE and the I/C.

- 3.01.06 Contractor must adhere to all other BNSF policies and procedures not specifically mentioned in this agreement.



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EXHIBIT G

9th Street NE Grade Separation Project
Estimated Total Project Cost

Construction	\$ 27,000,000
Signal	\$ 88,760
BNSF Contribution	\$ 599,317.50
Inspector Coordinator	\$ 80,000
Total	\$ 27,768,077.50



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EXHIBIT H

PAGE: 1 of 8 EASE
Ohnstad Twichell, P.C.
Recorded Electronically

1750293
1/7/2026 9:27 AM
\$65.00



RECORDER'S OFFICE, CASS COUNTY, ND 1/7/2026 9:27 AM
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.
DEBORAH A. MOELLER, COUNTY RECORDER

by Sheva Garcia, Dep _____ **1750293**
Recorded Electronically

ACCESS EASEMENT AGREEMENT

THIS INDENTURE is made this 14 day of May, 2025 (the "Effective Date"), by and between 9th & Main, LLC, a North Dakota limited liability company, whose post office address is 3321 Fourth Avenue South, Fargo, North Dakota 58103-2235 (the "Grantor"), and the City of West Fargo, North Dakota, a municipal corporation and political subdivision of the State of North Dakota, whose post office address is 2515 Sixth Street East, West Fargo, North Dakota 58078 (the "City").

RECITALS

WHEREAS, the City has created Project No. 2293 – 9th Street Northeast – Grade Separation of the City of West Fargo (the "Project"); and the City must acquire certain real property interests for the purpose of obtaining access, ingress and egress rights over and across the Access Easement Property in order to access the real property located north of and adjacent to the Grantor's property.

WHEREAS, the Grantor has agreed to give, grant, convey, and relinquish unto the City an Access Easement, as more specifically described below, for the purpose of obtaining non-exclusive access, ingress, and egress rights upon, over, and across the Easement Property, subject to the terms and conditions contained in this Access Easement.

WITNESSETH, that for and in consideration of the sum of One Dollar (\$1.00), the mutual covenants contained in this Access Easement, and other good and valuable considerations, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

1. **The Access Easement Property.** The Grantor hereby gives, grants, conveys, and relinquishes unto the City, and the City's officers, employees, agents, representatives, contractors, and invitees, a permanent and perpetual easement and right of way for the purpose of non-exclusive access, ingress, and egress rights in, on, over, upon, across, and through the following described tract or parcel of land located in the County of Cass and the State of North Dakota, and described as follows:

The East 40.00 feet of Lot 1, Block 1, Forum Communications First Addition to the City of West Fargo, Cass County, North Dakota, less the North 40.00 thereof.

Said tract contains 19,167 square feet, more or less.

AND

The East 40.00 feet of the North 30.00 feet of Lot 2, Block 1, Forum Communications First Addition to the City of West Fargo, Cass County, North Dakota.

Said tract contains 1,200 square feet, more or less

(the “Access Easement Property”).

2. **Access Easement Rights.** Under this Access Easement, the Grantor gives, grants, conveys, and relinquishes unto the City, and the City’s officers, employees, agents, representatives, contractors, and invitees, this permanent and perpetual easement in, on, over, under, across, and through the Access Easement Property for the following purposes: access, ingress, and egress rights in, on, over, upon, across, and through the Access Easement Property, including the right but not the obligation to remove trees, underbrush, obstructions, and any other vegetation, structures, or obstacles from the Access Easement Property; and the right to perform any other work necessary and incident to the cleaning, inspection, reconstruction, modification, operation, maintenance, repair, or improvement of the Project, together with all necessary and reasonable rights of ingress and egress to and from the Access Easement Property. The City is not responsible for pre-existing environmental contamination or liabilities.

3. **Permanent Easement Runs With the Access Easement Property.** This Access Easement, and all covenants, terms, conditions, provisions, and undertakings created under this Access Easement, are perpetual and will run with the Access Easement Property, and will be binding upon the Grantor’s heirs, successors, and assigns.

4. **Structures and Personal Property.** As of the Effective Date, there are no buildings, structures, personal property, or other items on the Access Easement Property; Grantor and Grantor’s successors-in-interest are prohibited from constructing and/or installing buildings, structures, personal property, or other items on the Access Easement without Grantee’s express written permission.

5. **Grantor Covenants.** The Grantor warrants that the Grantor is the fee simple owner of the Access Easement Property; that the Grantor has the right to execute this Access Easement and to make the promises, covenants, and representations contained in this Access Easement; that this Access Easement does not violate any mortgage or other interest held by any third party regarding the Access Easement Property, or any portion of the Access Easement Property; that there are no outstanding unpaid bills incurred for labor, materials, or services

regarding the Access Easement Property, or any portion of the Access Easement Property; and that there are no recorded or unrecorded liens, security interests, or any outstanding, pending, or threatened suits, judgments, executions, bankruptcies, or other proceedings pending or of record that would in any manner impact title to the Access Easement Property, or any portion of the Access Easement Property. The Grantor will release, hold harmless, defend, and indemnify the City and the City's officers, employees, agents, representatives, contractors, and invitees from and against any and all claims, damages, injuries, or costs arising out of or in any way related to any title defects regarding the Access Easement Property.

6. **Agreement Contingency.** The parties agree and acknowledge that the purchase of the Access Easement Property contemplated herein is contingent upon the City receiving funds from a RAISE Grant for the Project and that payment for the Access Easement Property and closing will only occur following receipt by the City of the RAISE Grant funds. Upon receipt of the RAISE Grant funds, the City will notify the Grantor, and the parties will work to close within a reasonable amount of time thereafter. In the event the City does not receive such RAISE Grant funds, the City will notify the Grantor in writing and this Access Easement will be terminated.

7. **Taxes.** The Grantor is solely responsible for all taxes and special assessments or assessments for special improvements due, levied, or assessed regarding the Access Easement Property for all past, present, and future years. The City will not be responsible for payment of any real estate taxes or special assessments regarding the Access Easement Property.

8. **Grantor's Use of the Access Easement Property.** The Grantor has the right and privilege to use the Access Easement Property at any time, in any manner, and for any purpose that is not inconsistent with the City's rights and privileges under this Access Easement. The Grantor will not use, or permit use of, the Access Easement Property in any manner that disrupts or interferes with the City's use of the Access Easement Property, the City's rights and privileges under this Access Easement, or with the Project. The Grantor will promptly cease any activities and remove any structures or obstructions that interfere with the City's use of the Access Easement Property, the City's rights and privileges under this Access Easement, or with the Project, when directed by the City, at the Grantor's sole cost. The Grantor will repair or replace any of the City's facilities, right of way, or any other property owned by the City damaged by the Grantor or as a result of the Grantor's use of the Access Easement Property, at the Grantor's sole cost.

9. **Encumbrances.** The Grantor will not encumber the Access Easement Property, or in any way disrupt or interfere with, the City's use of the Access Easement Property, the City's rights and privileges under this Access Easement, or with the Project. The Grantor may mortgage the Access Easement Property, at the Grantor's sole discretion and without first obtaining the City's consent. If the Grantor rents or leases the Access Easement Property, any lessee's rights and uses are subject to this Access Easement, including the use restrictions described above; the Grantor will be fully responsible to the City for the Grantor's obligations under this Access Easement, including for any violations by any lessee.

10. **Waiver of Warranties.** The Grantor specifically agrees neither the City, nor the City's officers, employees, agents, representatives, contractors, or invitees have made any representations or warranties in any way regarding the Project or the Grantor's ability to use the Access Easement Property following construction of the Project.

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

12. **Governing Law.** This Agreement will be construed and enforced in accordance with North Dakota law. Grantor agrees any litigation arising out of this Access Easement will be venued in State District Court in Cass County, North Dakota, and Grantor waives any objection to venue or personal jurisdiction.

13. **Severability.** If any court of competent jurisdiction finds any provision or part of this Access Easement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Access Easement, and all remaining terms and provisions of this Access Easement will remain binding and enforceable.

14. **Entire Agreement.** This Access Easement, together with any amendments, constitutes the entire agreement between the parties regarding the matters described in this Access Easement, and this Access Easement supersedes all other previous oral or written agreements between the parties.

15. **Modifications.** Any modifications or amendments of this Access Easement must be in writing and signed by the Grantor and the City.

16. **Representation.** The Grantor, having been represented by counsel or having waived the right to counsel, has carefully read and understands the contents of this Access Easement, and agree that Grantor has not been influenced by any representations or statements made by any other parties.

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

[Signatures appear on the following page.]

PAGE: 6 of 8 EASE
Ohnstad Twichell, P.C.
Recorded Electronically

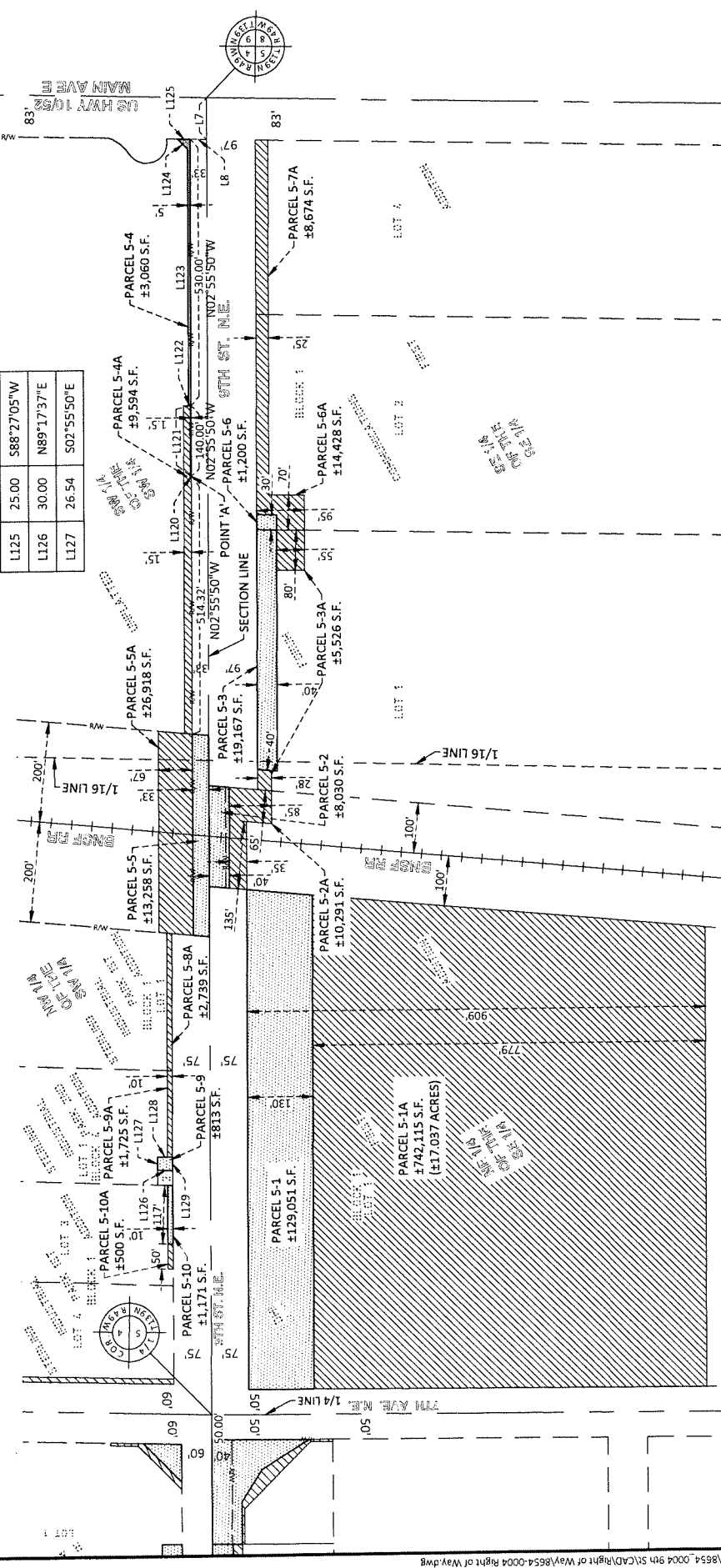
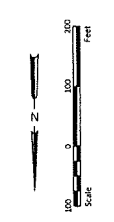
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Parcel Line Table		Parcel Line Table			
Line #	Length	Direction	Line #	Length	Direction
L7	83.02	N02°55'50"W	L128	29.98	S87°04'10"W
L8	33.01	N88°27'05"E	L129	27.70	N02°55'50"W
L120	1.50	N87°04'10"E			
L122	3.50	N87°04'10"E			
L123	510.12	S02°55'50"E			
L124	28.62	S47°14'22"E			
L125	25.00	S88°27'05"W			
L126	30.00	N89°17'37"E			
L127	26.54	S02°55'50"E			

BEARINGS SHOWN ARE BASED ON THE CITY OF FARGO GROUND COORDINATE SYSTEM, DECEMBER 1992.
 MEASURED DISTANCES SHOWN ARE GROUND DISTANCES IN TERMS OF U.S. SURVEY FEET.

IRON MONUMENT FOUND
 1/2" I.D. PIPE SET
 MEASURED BEARING
 PLAT BEARING
 MEASURED DISTANCE
 PLAT DISTANCE

TEMPORARY CONSTRUCTION EASEMENT
 PERMANENT R/W



NO	Revision	1	REVISED ALI-BID PARCELS	CAS	12.25	5-1-2025	By	Curtis A. Skurup	Date	5-1-2025
1	REVISED PARCELS 1 AND 5-1A	5-1-25		CAS	12-8-23		Checked by	CAS	AS SHOWN	
				Drawn by	DSB	12-8-23	Date			
CITY OF WEST FARGO 9TH STREET NE AND 7TH AVENUE NE RECONSTRUCTION PROJECT NO. 8654-0004 SHEET 5										



I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of North Dakota.
 Curtis A. Skurup
 License No. LS-4723
 Registration No. 4723

Description Parcel 5-1 (Permanent Easement):
 The East 130.00 feet of Lot 1, Block 1, DMI First Addition to the City of West Fargo, Cass County, North Dakota.
 Said tract contains 129,051 square feet, more or less.

Description Parcel 5-1A (Temporary Easement):
 The West 779.00 feet of the East 909.00 feet of Lot 1, Block 1, DMI First Addition to the City of West Fargo, Cass County, North Dakota.
 Said tract contains 742,115 square feet, more or less.

Description Parcel 5-2 (Permanent Easement):
 The East 40.00 feet of the existing 200.00 foot wide Burlington Northern Santa Fe Railway Right-of-Way, lying in the Northeast Quarter of the Southeast Quarter of Section 5, Township 139 North, Range 49 West of the Fifth Principal Meridian, City of West Fargo, Cass County, North Dakota.
 Said tract contains 8,030 square feet, more or less.

Description Parcel 5-3 (Permanent Access Easement):
 The East 40.00 feet of Lot 1, Block 1, Forum Communications First Addition to the City of West Fargo, Cass County, North Dakota, less the North 40.00 thereof.
 Said tract contains 19,167 square feet, more or less.

Description Parcel 5-3A (Temporary Easement):
 The West 55.00 feet of the East 95.00 feet of the South 80.00 feet of Lot 1, Block 1, Forum Communications First Addition to the City of West Fargo, Cass County, North Dakota.
 Together with
 The East 28.00 feet of the North 40.00 feet of Lot 1, Block 1, Forum Communications First Addition to the City of West Fargo, Cass County, North Dakota
 Said tract contains 5,526 square feet, more or less.

Description Parcel 5-4 (Permanent Easement):
 That part of the Southwest Quarter of the Southwest Quarter of Section 4, Township 139 North, Range 49 West of the Fifth Principal Meridian, City of West Fargo, Cass County, North Dakota, described as follows:
 Commencing at the southwest corner of said Southwest Quarter, thence North 02°55'50" West, along the westerly line of said Southwest Quarter for a distance of 83.02 feet; thence North 88°27'05" East for a distance of 33.01 feet to a point of intersection with the easterly line of the existing 9th Street NE right-of-way, and the true point of beginning; thence North 02°55'50" West, along said 9th Street right-of-way, for a distance of 670.00 feet; thence North 87°04'10" East for a distance of 1.50 feet; thence South 02°55'50" East, parallel with said 9th Street right-of-way, for a distance of 140.00 feet; thence North 87°04'10" East for a distance of 3.50 feet; thence South 02°55'50" East, parallel with said 9th Street right-of-way, for a distance of 510.12 feet; thence South 47°14'22" East for a distance of 28.62 feet to a point of intersection with the northerly line of the existing U.S. Hwy. No. 10 right-of-way; thence South 88°27'05" West, along the northerly line of said U.S. Hwy. No. 10 right-of-way, for a distance of 25.00 feet to the true point of beginning.
 Said tract contains 3,060 square feet, more or less.



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3	4-1-25	CA	4-1-25	CAS	5-1-2025	CAS	5-1-2025	CAS
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HOUSTON ENGINEERING, INC.
 9TH STREET NE AND 7TH AVENUE NE RECONSTRUCTION
 CITY OF WEST FARGO
 CASS COUNTY, NORTH DAKOTA

CERTIFICATE OF SURVEY
 PROJECT NO. 8654-0004
 SHEET 6A



I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of North Dakota.
 Curtis A. Skarby
 Registration No. 1723

Description Parcel 5-4A (Temporary Easement):
 That part of the Southwest Quarter of the Southwest Quarter of Section 4, Township 139 North, Range 49 West of the Fifth Principal Meridian, City of West Fargo, Cass County, North Dakota, described as follows:
 The easterly 13.50 feet of a 15.00 foot wide strip of land, lying easterly of and being coincident with the following described line:
 Commencing at the southwest corner of said Southwest Quarter; thence North 02°55'50" West, along the westerly line of said Southwest Quarter for a distance of 83.02 feet; thence North 88°27'05" East for a distance of 33.01 feet to a point of intersection with the easterly line of the existing 9th Street NE right-of-way; thence North 02°55'50" West, along said 9th Street right-of-way, for a distance of 530.00 feet to the true point of beginning of the line to be described; thence continue North 02°55'50" West, along said 9th Street right-of-way, for a distance of 140.00 feet to a point hereinafter referred to as Point 'A', said line there terminating.

Together with
 A strip of land 15.00 feet wide, lying easterly of and being coincident with the following described line:
 Commencing at said Point 'A'; thence North 02°55'50" West, along said 9th Street right-of-way, for a distance of 514.32 feet to a point of intersection with the southerly line of the existing 400.00 foot wide Burlington Northern Santa Fe Railway Right-of-Way, said line there terminating.

Said strip shall be lengthened or shortened as necessary to intersect the southerly line of the existing 400.00 foot wide Burlington Northern Santa Fe Railway Right-of-Way at the north end.

Said tract contains 9,594 square feet, more or less.

Description Parcel 5-5 (Permanent Easement):
 The West 33.00 feet of the existing 400.00 foot wide Burlington Northern Santa Fe Railway Right-of-Way, lying in the Northwest Quarter of the Southwest Quarter of Section 4, Township 139 North, Range 49 West of the Fifth Principal Meridian, City of West Fargo, Cass County, North Dakota.

Said tract contains 13,258 square feet, more or less.

Description Parcel 5-5A (Permanent Access Easement):
 The East 67.00 feet of the West 100.00 feet of the existing 400.00 foot wide Burlington Northern Santa Fe Railway Right-of-Way, lying in the Northwest Quarter of the Southwest Quarter of Section 4, Township 139 North, Range 49 West of the Fifth Principal Meridian, City of West Fargo, Cass County, North Dakota.

Said tract contains 26,918 square feet, more or less.

Description Parcel 5-6 (Permanent Access Easement):
 The East 40.00 feet of the North 30.00 feet of Lot 2, Block 1, Forum Communications First Addition to the City of West Fargo, Cass County, North Dakota.

Said tract contains 1,200 square feet, more or less.

Description Parcel 5-6A (Temporary Easement):
 The East 95.00 feet of the North 70.00 feet of Lot 2, Block 1, Forum Communications First Addition to the City of West Fargo, Cass County, North Dakota, less the East 40.00 feet of the North 30.00 feet thereof.

Together with
 The East 25 feet of Lot 2, Block 1, Forum Communications First Addition to the City of West Fargo, Cass County, North Dakota, less the North 70.00 feet thereof.

Said tract contains 14,428 square feet, more or less.

Description Parcel 5-7A (Temporary Easement):
 The East 25 feet of Lot 4, Block 1, Forum Communications First Addition to the City of West Fargo, Cass County, North Dakota.

Said tract contains 8,674 square feet, more or less.

Description Parcel 5-8A (Temporary Easement):
 The West 10.00 feet of Lot 1, Block 1, Sterling Industrial Park First Addition to the City of West Fargo, Cass County, North Dakota.

Said tract contains 2,739 square feet, more or less.

Description Parcel 5-9 (Permanent Access Easement):
 That part of Lot 1, Block 4, Sterling Industrial Park First Addition to the City of West Fargo, Cass County, North Dakota, described as follows:
 Beginning at the southwest corner of Lot 2, said Block 4; thence North 89°17'37" East, along the southerly line of said Lot 2, for a distance of 30.00 feet to the southeast corner of said Lot 2; thence South 02°55'50" East for a distance of 26.54 feet; thence South 87°04'10" West for a distance of 29.98 feet to a point of intersection with the westerly line of said Lot 1; thence North 02°55'50" West, along the westerly line of said Lot 1, for a distance of 27.70 feet to the point of beginning.

Said tract contains 813 square feet, more or less.

Description Parcel 5-9A (Temporary Easement):
 The West 10.00 feet of Lot 1, Block 4, Sterling Industrial Park First Addition to the City of West Fargo, Cass County, North Dakota.

Excepting therefrom
 That part of Lot 1, Block 4, Sterling Industrial Park First Addition to the City of West Fargo, Cass County, North Dakota, described as follows:
 Beginning at the southwest corner of Lot 2, said Block 4; thence North 89°17'37" East, along the southerly line of said Lot 2, for a distance of 30.00 feet to the southeast corner of said Lot 2; thence South 02°55'50" East for a distance of 26.54 feet; thence South 87°04'10" West for a distance of 29.98 feet to a point of intersection with the westerly line of said Lot 1; thence North 02°55'50" West, along the westerly line of said Lot 1, for a distance of 27.70 feet to the point of beginning.

Said tract contains 1,725 square feet, more or less.

Description Parcel 5-10 (Permanent Access Easement):
 The West 10.00 feet of the South 117.00 feet of Lot 3, Block 1, Sterling Industrial Park First Addition to the City of West Fargo, Cass County, North Dakota.

Said tract contains 1,171 square feet, more or less.

Description Parcel 5-10A (Temporary Easement):
 The West 10.00 feet of the North 50.00 feet of the South 167.00 feet of Lot 3, Block 1, Sterling Industrial Park First Addition to the City of West Fargo, Cass County, North Dakota.

Said tract contains 500 square feet, more or less.



SHEET CERTIFICATE OF SURVEY PROJECT NO. 8654-0004 6B	
CITY OF WEST FARGO RECONSTRUCTION 9TH STREET NE AND 7TH AVENUE NE	
Drawn by DSB	Date 12-8-23
Checked by CAS	Scale CAS
HOUSTON ENGINEERING, INC. 5-1-2025 Registration No. 4723	
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer or Registered Land Surveyor in the State of North Dakota.	Date 5-1-2025
NO REVISIONS ON THIS PAGE 1. ADDED THIS PAGE	No. 1 Date

Item Title: Gateway Fiber Project

Requested Action/Staff Recommendation: Approve Right of Way and Construction Agreements with Gateway Infrastructure, LLC.

Presented By: Dan Hanson, Senior Director of Community & Development

New Information:

Gateway Infrastructure, LLC (Gateway) is a company that offers broadband options such as high-speed internet utilizing fiber optic infrastructure.

Gateway has contacted the West Fargo Engineering Department regarding installing their utility throughout West Fargo. Working with the City Attorney, the attached Right of Way Agreement and Construction Agreements have been drafted for consideration and approval by the City Commission.

A representative from Gateway is in attendance to give a brief presentation on their company for reference.

Construction of the installation of their utility is proposed to start in 2026.

Financial Analysis:

The Right of Way Agreement states that Gateway will pay the City of West Fargo 4% of the gross revenues as defined in the document.

Policy Analysis:

Gateway, being a broadband provider, has the right to install their infrastructure to service the residents of the city. The Right of Way and Construction agreements set forth specifics of how it will be constructed and the parameters of owning, operating and maintaining their infrastructure.

Supporting Documents:

- Gateway Infrastructure Presentation
 - CoWF Right of Way Agreement with Gateway Infrastructure, LLC
 - CoWF Construction Agreement with Gateway Infrastructure, LLC
-

Previously Presented Information & Commission Actions:

None

West Fargo City Commission

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



Better Broadband Options with Gateway Fiber

Our Mission

Helping communities thrive through a fairer, friendlier, faster internet experience.

Expected Outcomes

Advance economic development

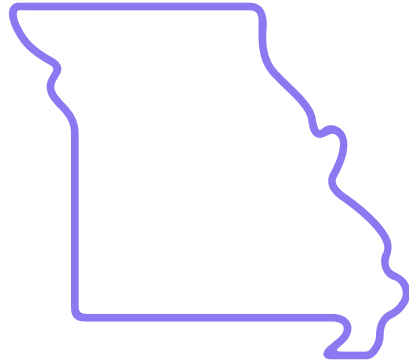
Improve broadband infrastructure

Bridge the digital divide

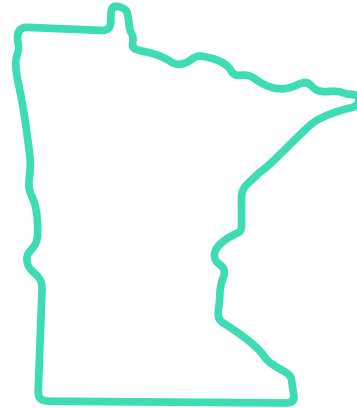
Our Markets



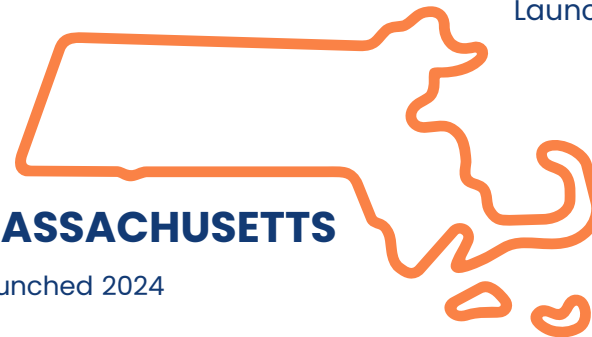
KANSAS
Launched 2004



MISSOURI
Launched 2019



MINNESOTA
Launched 2023



MASSACHUSETTS
Launched 2024



NORTH DAKOTA
Launched 2025

Our Offering



FASTER

Fiber is far faster than any other existing internet technology.



SCALABLE

Fiber can accommodate increased demands for decades to come.



MORE RELIABLE

99.998% uptime makes fiber internet more reliable than any other internet technology currently on the market.



MEETS MODERN NEEDS

Smart homes, streaming, cloud servers, remote working, social media, and online gaming run better on fiber.

Market Segments



RESIDENTIAL



COMMERCIAL



EDUCATION



WHOLESALE

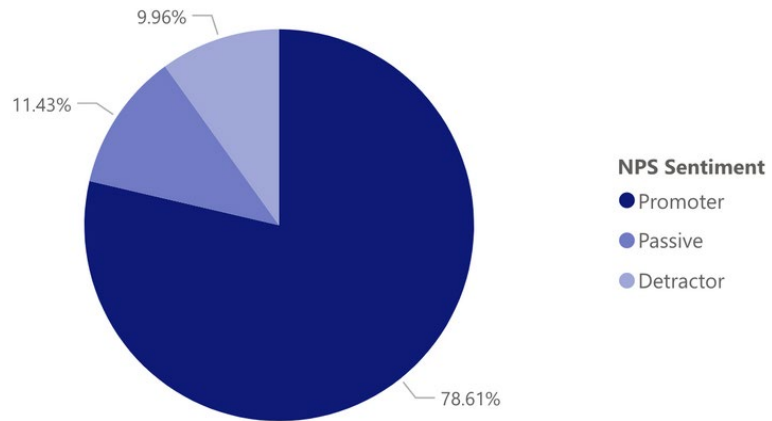
Fairer Through a Simple Pricing Model



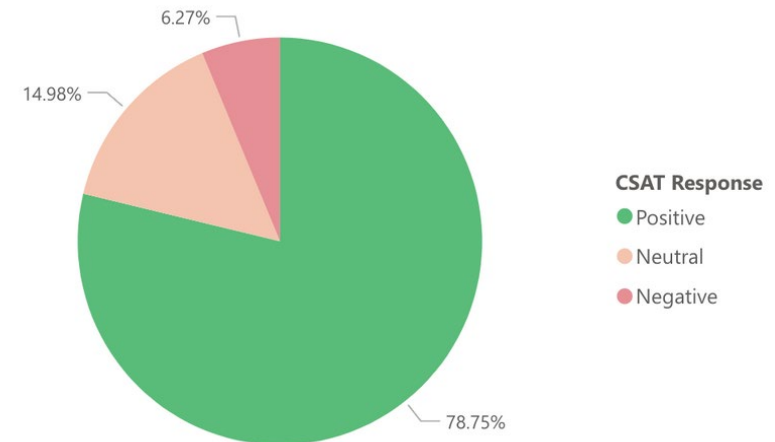
- **NO:**
 - Hidden fees
 - Contracts
 - Installation costs (residential customers only)
 - Data caps
 - Promo rates
 - Price hikes
- Transparent flat-rate pricing
- The monthly cost is an “all-in” price and includes one Wi-Fi router
- Better value on a price and speed comparison
- Symmetrical download and upload speeds

Friendlier Through a Focus on the Customer

68+ NPS score (compared to an average score of 2 for competitors like AT&T and Spectrum)



78% positive customer satisfaction survey responses



4.7 out of 5 Average Score on Google



How happy are you with your Gateway Fiber experience?

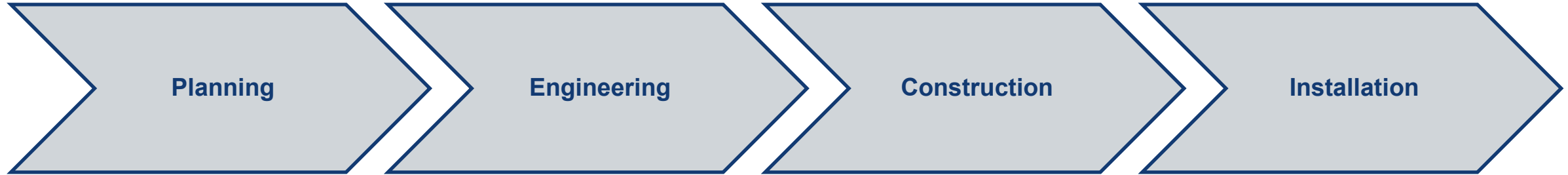


Faster than the Competition

Discounts & Bundles	
No Discounts available.	
Speeds Provided with Plan	
Typical Download Speed	300 Mbps
Typical Upload Speed	300 Mbps
Typical Latency	5 ms
Data Included with Monthly Price	
Charges for Additional Data Usage	Unlimited MB \$0/Unlimited MB
Network Management	Read our Policy
Privacy Policy	Read our Policy
Customer Support	
Contact Us: (888) 201-4339	
info@gatewayfiber.com	
https://www.gatewayfiber.com/contact-us	

Discounts & Bundles	
Click here for available billing discounts and pricing options when you bundle internet service with other products like Mobile, Entertainment, and Xfinity Home.	
Data Included with Monthly Price	1.2 TB
Charges for Additional Data Usage	\$10/50 GB*
<i>*Maximum of \$100 per month; not charged in first month of overages.</i>	
Unlimited data for customer-owned modems	\$30
Speeds Provided with Plan	
Typical download speed	351.04 Mbps
Typical upload speed	23.37 Mbps
Typical latency	19.316 Milliseconds
Network management	Review our policy .
Privacy	Review our policy .
Customer Support	Contact us
Learn more about the terms used on this label by visiting the Federal Communications Commission's Consumer Resource Center at fcc.gov/consumer	

Fiber Deployment Process



- Set objectives and goals for project
- Review ROW and permitting documents
- Gather input for construction and network expectations

- High-level design of entire network
- Detailed engineering for each neighborhood
- Host townhall meetings with HOAs and residents to educate on fiber construction
- Leverage shared community touchpoints for communications: utility bills, email databases, etc.

- Crews alert neighborhoods of construction via door hangers
- Mainline construction begins, laying conduit and installing pedestals
- Fiber installed will provide scalability up to 10 Gigabits per second
- Landscaping restored to original condition

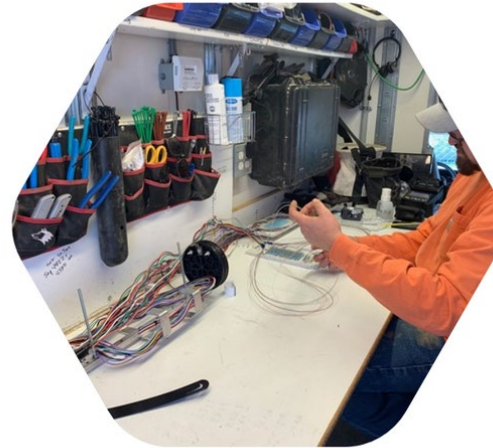
- Begin scheduling home installations
- Drop engineering/locates
- Drop bury
- Installation

The Construction Process



Laying Fiber

The mainline fiber goes into the ground via orange conduit to protect the fiber for many years.



Splicing

Mainline fiber is connected to drop points, ready to service individual homes and businesses.

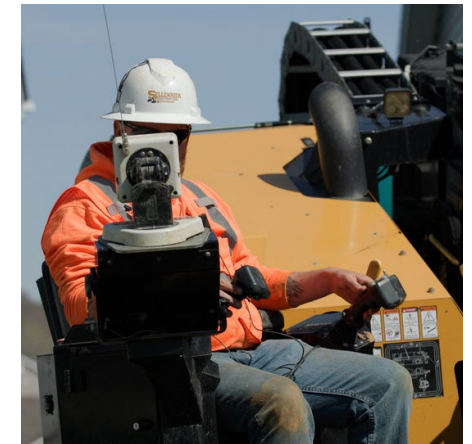
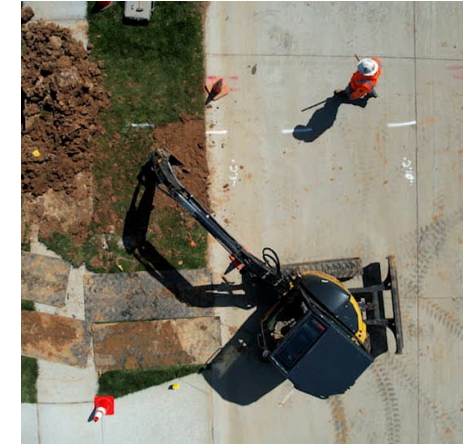


Land Restoration

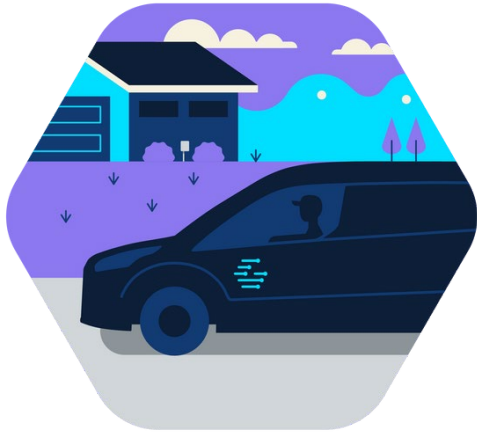
Crews restore the landscape to its original condition, like we were never there.

Industry-Leading Damage Prevention Process

- Gateway Fiber pioneered a comprehensive damage prevention process to ensure safer builds
- An independent third party is contracted to assess and record utility markings
- Technicians monitor excavation crews for compliance with best practices
- Damages are reduced and prevented as a result of creating and deploying this process
- Gateway Fiber's model has been adopted and embraced by multiple cities



Home Installation



Step 1

Initial Consultation –
Designing the path for
where the cable will be
buried in your yard.



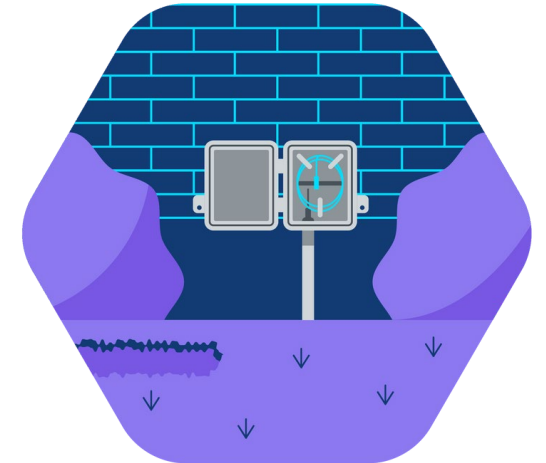
Step 2

Flagging & Locating –
Preparing to lay the
fiber optic cable



Step 3

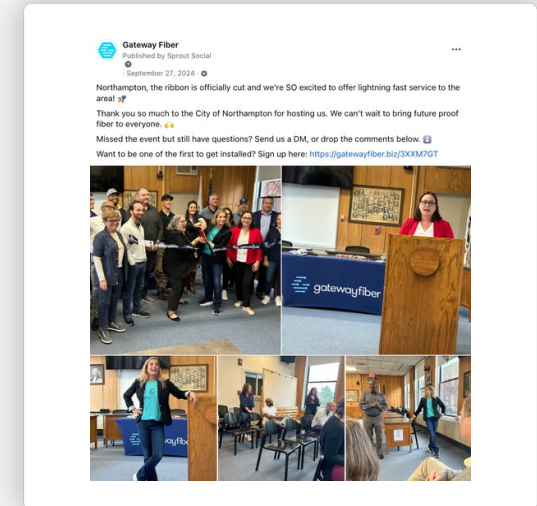
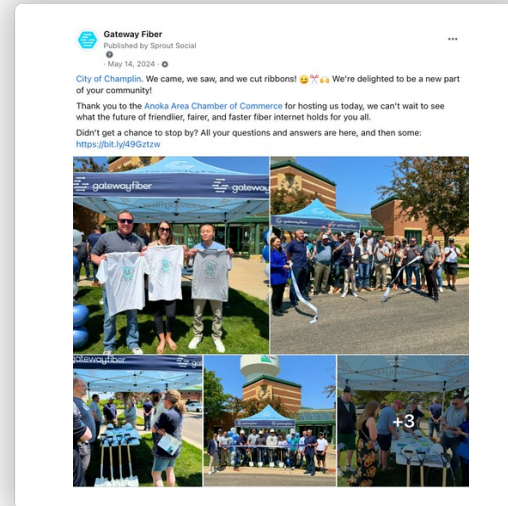
The Drop -
Bringing fiber from the
curb to the home



Step 4


Final Connection –
Lighting up the
service


Collaboration Opportunities



We're bringing more zip to your zip code.

Coming soon: powerful, local, 100% fiber internet.

 gatewayfiber



What Sets Us Apart



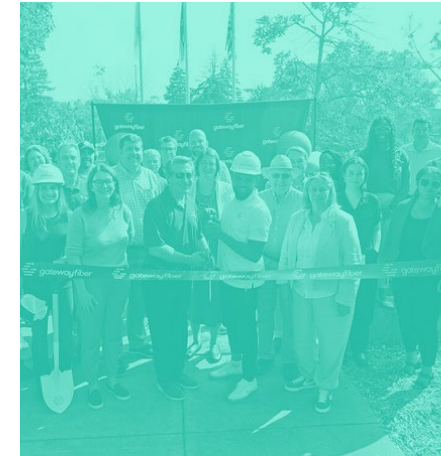
Customer Service

Gateway Fiber has the highest customer service score among internet providers in the area, raising the bar in an industry with historically low numbers. We also have a responsive and dedicated leadership team.



Community

Gateway Fiber is committed to participation in local sponsorships and donations, and we don't just work in our communities - we live in them, too. We provide value beyond just future-proof technology.



Safety and Speeds

Gateway Fiber utilizes best-in-class construction and safety standards. We also offer 99.998% network reliability, and we're well positioned to go up against incumbent ISPs.



We Think Local
We Keep It Simple
We Take A Long View



Derek S. Leffert
Head of Government Affairs
P – 573.280.8500
E – derek.Leffert@gatewayfiber.com

NON-EXCLUSIVE PUBLIC ROW LICENSE AGREEMENT

This Non-Exclusive Public ROW License Agreement (“Agreement”) is entered into on the Effective Date, as defined herein, by and between the City of West Fargo, a political subdivision and home rule city of the State of North Dakota (“City”), whose mailing address is 2515 6th Street E, West Fargo, North Dakota, 58078; and Gateway Infrastructure, LLC, a Delaware limited liability company (“Licensee”), whose mailing address is 2342 Technology Drive, O’Fallon, Missouri 63368.

RECITALS

- A. City has jurisdiction over the use of the public rights-of-way in City (“City Public ROW”).
- B. Licensee is authorized to undertake business in the State of North Dakota.
- C. Licensee desires, and City desires to permit Licensee, to install, maintain, operate, and control a fiber optic infrastructure network in City Public ROW (“Network”) for the purpose of offering communications services (“Services”), including broadband Internet access service as defined in 47 C.F.R. § 8.1(b) (“Broadband Internet Services”) and Voice over Internet Protocol services, but excluding multichannel video programming services that would be subject to a video services franchise, to residents and businesses in the City (“Customers”).
- D. The Network consists of equipment and facilities that may include aerial or underground fiber optic cables, lines, wires, or strands; underground conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; vaults; and other similar facilities (“Network Facilities”).

AGREEMENT

In consideration of the mutual promises made below, City and Licensee agree as follows:

1. Permission to Use and Occupy.

- 1.1. Permission to Use and Occupy City Public ROW. Pursuant to the terms of this Agreement and the exhibits thereto (which are incorporated into and made part of this Agreement), City grants Licensee permission to use and occupy the City Public ROW, as will be specifically determined through the permitting process and as expanded from time to time by the City (the “License”), for the limited purpose of constructing, installing, repairing, maintaining, operating, and if necessary removing the Network and the related Network Facilities (the “Work”). This Agreement and the License do not authorize Licensee to use any property other than the City Public ROW as agreed herein. Licensee’s use of any City-owned property aside from the City Public ROW, including poles and conduits, will be governed under a separate agreement regarding that use. In accordance with the City’s standard policy for communications providers in the

City, additional terms and conditions with respect to Licensee's use and occupancy of the City Public ROW to perform the Work are set forth on **Exhibit A** hereto.

- 1.2. Subject to Federal, State and Local Law. This Agreement and the License are subject to City's valid authority under federal, state, and local laws as they exist now or may be amended from time-to-time, and subject to the conditions set forth in this Agreement. In the event of a material conflict between the terms of local law and the applicable provisions of this Agreement, the applicable provisions of this Agreement will prevail.
- 1.3. Subject to City's Right to Use City Public ROW. This Agreement and the non-exclusive License are subject and subordinate to City's prior and continuing right to use the City Public ROW, including constructing, installing, operating, maintaining, repairing, or removing streets, roads, causeways, bridges, sewers, water pipes, storm drains, gas pipes, utility poles, overhead and underground electric lines and related facilities, and any and all other public utility and municipal uses.
- 1.4. Subject to Pre-Existing Property Interests. City's grant of the License is subject to all valid pre-existing easements, restrictions, conditions, covenants, encumbrances, superior claims of title or other property interests that may affect the City Public ROW, in addition to those uses permitted by the Revised Ordinances of the City of West Fargo. Licensee will obtain at its own cost and expense any required permission or rights as may be necessary to accommodate such pre-existing property interests, so long as such pre-existing interests do not contravene state or federal law.
- 1.5. No Grant of Property Interest. The License does not grant or convey any property interest.
- 1.6. Non-Exclusive. The License is not exclusive. City expressly reserves the right to grant licenses, permits, franchises, privileges or other rights to any other individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity of any nature whatsoever ("Person"), as well as the right in its own name as a City, to use City Public ROW for similar or different purposes allowed Licensee under this Agreement.

2. Licensee's Obligations.

- 2.1. Individual Permits Required. Subject to the requirements as described in **Exhibit A** hereto, Licensee will obtain City's approval of required individual encroachment, construction, excavation, and other necessary permits before placing its Network Facilities in the City Public ROW or other property of City as authorized. Licensee will pay for all lawful processing, field marking, engineering, and inspection fees associated with the issuance of individual

permits by City. If there is a conflict between this Agreement and **Exhibit A**, the terms of the Agreement will be binding on the parties.

- 2.2. Licensee's Sole Cost and Expense. Licensee will perform the Work at its sole cost and expense, or with any local, state, or federal grants, and other funding that may become available to Licensee.
- 2.3. Compliance with Laws. Licensee will comply with all applicable laws and regulations when performing the Work. Licensee will place its Network Facilities in conformance with the required permits, plans, and drawings approved by City.
- 2.4. Reasonable Care. Licensee will exercise reasonable care when performing the Work and will use commonly accepted practices and equipment to minimize the risks of personal injury, property damage, soil erosion, and pollution of surface or groundwater.
- 2.5. No Nuisance. Licensee will maintain its Network Facilities in good and safe condition.
- 2.6. Repair. Licensee will promptly repair any damage to the City Public ROW, City property, or private property if such damage is directly caused by Licensee's Work and no other Person is responsible for the damage (e.g., where a Person other than Licensee fails to accurately or timely locate its underground facilities as required by applicable law). Licensee will repair the damaged property to a condition equal to or better than that which existed prior to the damage. Licensee's obligation under this Section 2.6 will be limited by, and consistent with, any applicable seasonal or other restrictions on construction or restoration work.
- 2.7. As-Built Drawings and Maps. Licensee will maintain accurate as-built drawings and maps of its Network Facilities located in the City Public ROW and will provide them to City upon reasonable request and on a mutually agreed timetable (e.g., piecemeal following the closure of each permit, or all at once after all the Work is complete), subject to applicable confidentiality protections.
- 2.8. Network Design. Nothing in this Agreement requires Licensee to build to all areas of City, and Licensee retains the discretion to determine the scope, location, and timing of the design and construction of the Network Facilities.

3. City's Obligations

- 3.1. Public Easement Rights. Notwithstanding City's obligation as outlined in Section 3 of this Agreement, Licensee's use of City Public ROW or City property shall be conducted in a manner consistent with lawful and applicable public easement rights.

- 3.2. Emergency Removal or Relocation by City. In the event of a public emergency that creates an imminent threat to the health, safety, or property of City or its residents, City and/or other public utilities may remove or relocate the applicable portions of the Network Facilities without prior notice to Licensee. City and any affected public utility will, however, make best efforts to provide prior notice to Licensee before making an emergency removal or relocation. In any event, City and any other public utility benefiting from this provision will promptly provide Licensee a written description of any emergency removals or relocations of Licensee's Network Facilities. Licensee will reimburse City and any affected public utility for its actual, reasonable, and documented costs or expenses incurred for any such emergency work, the direct cause of which was Licensee's construction, installation, operation, maintenance, repair, or removal of its Network Facilities. Licensee's obligation to reimburse City and any affected public utility under this section will be separate from Licensee's obligation to reimburse City for any other reasonable expense City may incur.
- 3.3. Relocation to Accommodate Governmental Purposes. If Licensee's then-existing Network Facilities would interfere with planned use of the City Public ROW or City property of the City of West Fargo, the State of North Dakota, or any other political subdivision (as defined by the IRS) for any governmental purpose as reasonably determined by the City, Licensee shall, upon written notice from any of the foregoing entities, relocate its Network Facilities at Licensee's own expense to such other location or locations in the City Public ROW as may be mutually agreed by the parties, taking into account the needs of the governmental purpose. Licensee will relocate its Network Facilities within a commercially reasonable period of time agreed to by the parties, taking into account the urgency of the need for relocation, the difficulty of the relocation, and other relevant facts and circumstances, except that City or any such public entity may not require Licensee to relocate or remove its Network Facilities with less than ninety (90) calendar days' written notice. Licensee must further comply with all requirements set forth in Section 2-0515 of the Revised Ordinances of the City of West Fargo.
- 3.4. Relocation to Accommodate Non-Governmental Purposes. If Licensee's then-existing Network Facilities would interfere with a third-party's use of the City Public ROW, Licensee will not be required to relocate its Network Facilities unless the City reasonably determines in writing to Licensee, that a failure to relocate Network Facilities will result in a significant and material detriment or financial loss to the citizens of the City of West Fargo. In that event, Licensee will not be required to relocate its Network Facilities unless and until Licensee receives adequate funds from such third party for such relocation of its Network Facilities. If there is a dispute between Licensee and the affected third party, City will attempt to mediate the dispute between the parties so as to avoid or mitigate unreasonable delays.
- 3.5. Post-Removal Restoration of City Public ROW. When removal or relocation is

required under this Agreement, Licensee will, after the removal or relocation of the Network Facilities, at its own cost, repair and return the City Public ROW in which the facilities were located to the same or similar conditions existing prior to the Licensee's construction, and shall comply with Chapter 2-02 of the Revised Ordinances of the City of West Fargo.

4. Contractors and Subcontractors.

- 4.1. Use of Contractors and Subcontractors. Licensee may retain contractors and subcontractors to perform the Work on Licensee's behalf.
- 4.2. Contractors to be Licensed. Licensee's contractors and subcontractors used for the Work will be properly licensed under applicable law.
- 4.3. Authorized Individuals. Licensee's contractors and subcontractors may submit individual permit applications to City on Licensee's behalf, so long as the permit applications are signed by individuals that Licensee has authorized to act on its behalf via a letter of authorization provided to City in the form attached as **Exhibit B** ("Authorized Individuals"). City will accept permit applications under this Agreement submitted and signed by Authorized Individuals and will treat those applications as if they had been submitted by Licensee under this Agreement.
- 4.4. Permitting System. Any contractor or subcontractor retained by Licensee to perform Work on Licensee's behalf must be a registered, approved user of the City's permitting system.

5. Defense and Indemnity.

- 5.1. Obligations. Licensee will defend, indemnify, and hold harmless the City, and its officers, employees, agents, consultants, subcontractors, and representatives ("Indemnified Parties"), from and against any and all claims, losses, liabilities, damages, expenses, demands, suits, fines, judgments, costs, expenses, and fees (including all fees and charges of attorneys, engineers, architects, and other professionals and all court, arbitration, mediation, or other resolution costs) arising out of or relating to claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by any negligent act or omission of Licensee, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, and including all costs, expenses, and fees incurred by the City in establishing and litigating the existence, scope, or any other matters relating to Licensee's obligations to defend, indemnify, and hold harmless. Licensee's obligations to defend will be free of any conflicts of interest, even if retention of separate legal counsel is necessary. Licensee's duties to defend, indemnify, and hold harmless include anything in excess of any minimum insurance requirements described in this Agreement, and anything in excess of any of Licensee's insurance policy limits.

Licensee's obligations to defend, indemnify, and hold harmless will continue for a period of not less than six (6) years following completion of the Work or any termination or expiration of this Agreement.

The Indemnified Party shall provide notice to Licensee after obtaining knowledge of any claim that it may have pursuant to Section 12. In the event the Indemnified Party pursues a claim pursuant to this Section, the Indemnified Party will also provide relevant information and assistance to Licensee.

- 5.2. **Exclusions.** Section 5 (Defense and Indemnity) will not apply to the extent the underlying allegation (a) arises from or is related to the negligence or willful misconduct of an Indemnified Party, or (b) is made by City's employee and covered under applicable workers' compensation laws.
6. **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION WILL BE SUBJECT TO AND MAY BE LIMITED BY APPLICABLE LAW.
7. **Performance Bond.** In accordance with the terms of Section D(i) of **Exhibit A**, Licensee will provide City with a performance bond in the amount of Fifty Thousand Dollars (\$50,000). In lieu of a performance bond, however, Licensee may provide City with a letter of credit in accordance with the terms and conditions of the Construction Agreement, of even date herewith, by and between City and Licensee for Licensee's fiber optic infrastructure project.
8. **Insurance.** Licensee will carry and maintain liability insurance in the amounts and in accordance with the terms set forth in Section D(ii) of Exhibit A.
9. **Term.** Consistent with the terms of Section F(iv) of **Exhibit A**, this Agreement is effective on the date the last party to sign executes this Agreement ("Effective Date"). The Agreement will expire automatically on the tenth (10th) anniversary of the Effective Date ("Original Term"), unless earlier terminated in accordance with the provisions herein. Thereafter, the Agreement will automatically renew for successive five (5) year terms (each a "Renewal Term") unless a party provides at least ninety (90) calendar days' prior written notice to the other party of its intent not to renew.
10. **Termination.**
- 10.1. **Termination by City.** City may terminate this Agreement if Licensee is in material breach of the Agreement, provided that City must first provide Licensee written notice of the breach and one hundred eighty (180) calendar days to cure, unless the cure cannot reasonably be accomplished in that time period, in which case Licensee must commence its efforts to cure within that time period and the cure period will continue as long as such diligent efforts continue. No termination under this paragraph will be effective until the relevant cure period

has expired.

- 10.2. Termination by Licensee. Licensee may terminate this Agreement for convenience upon one hundred eighty (180) calendar days' written notice to City.
11. Assignment. Except as set forth below, neither party may assign or transfer its rights or obligations under this Agreement, in whole or part, to a third party, without the prior written consent of the other party. Notwithstanding the preceding sentence, Licensee may without City's consent (a) assign its rights and obligations under this Agreement to an affiliate, or (b) assign its rights and obligations under this Agreement to an entity acquiring all or substantially all of Licensee's assets. Any agreed upon assignee will take the place of the assigning party, and the assigning party will be released from all of its rights and obligations upon such assignment.
12. Notice. All notices related to this Agreement will be in writing and sent, if to Licensee, to Gateway Fiber, Attn: Legal Department, 2342 Technology Drive, O'Fallon, MO 63368, and if to City, to the City of West Fargo, Attn: City Administrator, 2515 6th St. E, West Fargo, ND 58078, with a copy to the City Attorney at Ohnstad Twichell, P.C., P.O. Box 458, West Fargo, ND 58078-0458. Notices are effective (a) when delivered in person, (b) upon confirmation of a receipt when transmitted by electronic mail, (c) on the next business day if transmitted by registered or certified mail, postage prepaid (with confirmation of delivery), (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) calendar days after the date of mailing, whichever is earlier.
13. General Provisions. This Agreement is governed by the laws of the state of North Dakota. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. This Agreement, including any exhibits thereto, sets out all terms agreed between the parties and supersedes all previous or contemporaneous agreements between the parties relating to its subject matter. This Agreement, including any exhibits, constitutes the entire agreement between the parties related to this subject matter, and any change to its terms, including, but not limited to, amendments or modifications, must be in writing and signed by the parties. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one (1) instrument. Each party to this Agreement agrees that Licensee may use electronic signatures.
14. Approval. Execution of this Agreement by the City will only occur following approval, by resolution, of its City Commission.
15. Non-Discrimination. Licensee will comply (and similarly require compliance by contractors from time to time used or hired to plan, construct or maintain Network Facilities pursuant to this Agreement) with applicable federal, state, and local laws with respect to prohibitions against discrimination on the basis of race, color, sex, age, disability, political or religious opinions, affiliations or national origin.

16. **Reservation of Rights.** The parties expressly reserve any rights either of them may have under state or federal law concerning the subject matter of this Agreement and further agree that by execution and performance of this Agreement, neither party shall be deemed to have waived any such rights.
17. **Severability.** If any part of this Agreement is deemed invalid, illegal, or unenforceable, the remainder of this Agreement will remain in effect.

(Remainder of page intentionally left blank.)

Signed by authorized representatives of the parties on the dates written below.

Gateway Infrastructure, LLC

(Authorized Signature)

(Name)

(Title)

Address:

Date: _____

[Signatures continued on the following page.]

City of West Fargo

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

By: _____
Dustin T. Scott, City
Administrator

Date: _____

EXHIBIT A

STATEMENT OF POLICY AND STANDARD SPECIFICATIONS FOR COMMUNICATIONS CABLE ON CITY PROPERTY

This Statement of Policy and Standard Specifications for Communications Cable on City Property (the “Policy” or “Exhibit A”) is hereby appended to, incorporated by reference into, and made a part of that certain Non-Exclusive City Public ROW License Agreement by and between the City and Licensee (the “Agreement”). This Exhibit A shall not be amended or modified except by written instrument executed by the City and Licensee in accordance with the terms of Section 13 of the Agreement. Capitalized terms used herein but not otherwise defined shall be ascribed such meanings as are set forth in the Agreement.

SECTION A – AUTHORITY REQUIRED

No person shall use any space on or beneath the surface of any street, alley, sidewalk, or other public ground within the City of West Fargo for the installation, operation and maintenance of any underground fiber optic cable, coaxial cable, or any other communication cable, line or appurtenance, unless such person has received authority therefore granted by agreement approved by Resolution/Ordinance/Permit of the City Commission or as otherwise provided by the City Ordinances; the City acknowledges that the Agreement satisfies the foregoing requirement in accordance with this Policy and applicable local law. This Policy shall not apply to any cable installed or operated by the holder of any State or City franchise under its terms for telephone or cable communications purposes wherein such telephone, communications, or cable television service is provided to the inhabitants of the City as described in such franchise.

SECTION B – APPLICATION FOR PERMIT

(i) Prior to moving forward with Work authorized by Section B of this Policy and for any project of Licensee, the Licensee shall be responsible to secure required approval for any Work or segment of Work to be performed. Licensee’s contractors shall be responsible for securing appropriate excavation and other permits for work performed, which work shall also be subject to this Policy. Application for such approval shall be made to the City Engineering Department, and such application shall be in writing, stating specifically the space desired, its length, breadth and depth, the streets, alleys, sidewalks or other public space intended to be used, the use intended to be made thereof, a description of the users if the facility is not to be available to the general public, a description of all users if any conduit is to be shared by a number of users, and the carrying capacity and diameter of the cable or other facilities being installed. In addition, the City Engineering Department may request such additional information as they deem reasonable or appropriate for their determination or that of the City Commission with reference to such application. All such applications, for which there is no agreement in effect conforming to this Policy and these specifications, shall be referred to the City Commission for an agreement to be approved by resolution prior to the granting of any permit. Other permits (for which such an agreement is in effect) may be granted by the Permits and Inspections Division with the approval of the City Engineering Department.

(ii) Following initial application and discussions with the City Engineering

Department concerning the placement of such cable and its appurtenances, the Licensee shall supply accurate drawings sealed by a North Dakota licensed professional engineer produced to a scale of one (1) inch equaling fifty (50) feet. The plans shall be a detailed plan of the proposed route, with right-of-way lines and pavement lines shown. Such plans must show typical sections for pavement cuts and crossings, with specific details for conflicts with other utility structures and conduits.

(iii) Thirty (30) calendar days after completion of the work, as-built construction drawings, prepared by a qualified outside engineer designated by Licensee, must also be submitted to the City Engineering Department in a PDF file. Updated route maps and required drawings must be provided to the City Engineering Department whenever a change is made to the approved cable placement.

SECTION C – CONSTRUCTION SPECIFICATIONS

(i) The Work shall be constructed in accordance with plans and specifications approved by the City Engineering Department, of which approval shall be granted in a competitively neutral and non-discriminatory manner. The City Engineering Department will work with Licensee to allow construction of any project in segments as long as in the reasonable opinion of the City Engineering Department, the extent of the work in any segment or on multiple segments, will not materially interfere with the public's use of the public right-of-way. All excavations in public streets and right-of-way shall comply with Chapter 2-02 of the Revised Ordinances of the City of West Fargo and all of Licensee's contractors shall comply with all permitting requirements, except that the provisions concerning bonds contained within this Policy shall control.

(a) In those instances that Licensee is desiring to install cable at shallow depths, Licensee's installation shall be controlled by this subsection. It is contemplated that cable pursuant to this Policy shall, if possible, be placed on the property side of the public sidewalk and if there is no sidewalk, it shall be placed on the property side of the curb of the street. In those instances where this is not reasonably feasible in Licensee's discretion, then the Licensee can request specific permission from the City – either in an application for approval to the City Engineering Department or as part of a field deviation request – to place the cable between the public sidewalk and the curb of the street. Cable installed pursuant to this subsection shall be buried at a minimum depth of six (6) inches. In no instances shall cable be buried to a depth of less than six (6) inches. Pull boxes and other items shallower than the depth above specified shall be clearly shown on the completed plans covering the installation work.

(b) In those instances that Licensee cannot install cable needed for its operation pursuant to Section C(i)(a) and must install the cable needed for their operation beneath public streets or sidewalks, the limitations in this subsection shall apply. Where the cable is located beneath the pavement in all major traffic streets and arterial streets, the minimum depth from the top of the cable to the surface of the ground shall be thirty (30) inches. Cable buried beneath residential streets shall have a minimum depth of twenty-four (24) inches. In no instances shall cable or any other items that are buried in a public street be buried at a depth of less than twenty-four (24) inches. Cable buried

beneath sidewalks or drive approaches shall have a minimum depth of fourteen (14) inches from the top of the cable to the surface of the ground. The City and Licensee will cooperatively work together to address potential field exceptions if this minimum depth requirement poses an issue for Licensee. Pull boxes and other items shallower than the depth specified above shall be clearly shown on the completed plans covering the installation work.

(ii) All land surfaces and all pavement shall be restored to the same or similar conditions existing prior to the Licensee's construction, and shall comply with Chapter 2-02 of the Revised Ordinances of the City of West Fargo. In addition, all established lawns and other earth surfaces which have been disturbed by the installation shall be tamped and seeded, if necessary, unless otherwise specified in the permit.

(iii) All cable buried beneath public streets must be encased in a protective sheath strong enough to avoid damage from the first accidental contact with hand tools. All pavement cuts must be completed in accord with current City Ordinances and specifications.

(iv) Prior to the installation of any cable or other equipment in the public right-of-way that is outside of the public street, Licensee shall be responsible to inform any adjacent property owner of the work that is to be performed by providing at least five (5) calendar days' notice. The City and Licensee will work cooperatively to develop additional communication plans to inform the affected members of the public prior to the construction of a segment by Licensee. Further, Licensee shall make reasonable efforts not to impact the ability of citizens to access any garage that a citizen may have on their residential property.

(v) In the event that Licensee has to maintain, repair, relocate, or replace any cable after its initial installation for any reason, Licensee shall restore all land surfaces and pavement to the same or similar conditions existing prior to the Licensee's work.

SECTION D – BOND, INSURANCE, AND PUBLIC LIABILITY

(i) Except as set forth in the Agreement, every applicant for such permit shall file with the City a continuing bond or letter of credit, in the amount of Fifty Thousand Dollars (\$50,000), in a form acceptable to the City Attorney, to cover all construction efforts during the term of this Agreement or until Licensee is no longer operating its Communications facilities within the City, whichever is sooner. All bonds and sureties shall be approved by the City before such permit becomes effective. All bonds shall be conditioned that the person to whom such permit shall be issued, and their heirs, successors and assigns, shall save and keep the City free and harmless from any and all loss or damages or claims for damages arising from or out of the use of the space therein mentioned (except those arising from the City's negligence or intentional misconduct), and for the maintenance of the street, alley, sidewalk, or other public ground in such condition that the street, alley, sidewalk, or other public ground shall at all times after the completion of the work be safe for public use; for the full and complete protection of the City against any and all litigation arising directly as a result of the granting of such permit or anything done under such permit (except to the extent previously specified and/or to the extent such liability arises from the City's negligence or intentional misconduct), and for the removal of any cable or other facility buried by the Licensee to the extent that the same is required by the City,

at the sole expense of the Licensee or its appropriate heirs, successors or assigns; for the faithful performance and observance of all of the terms and conditions of this division and the conditions and applicable provisions of Chapter 2-02 of the Revised Ordinances of the City of West Fargo; and such bond shall also be conditioned for the prompt and full payment of the compensation required by this division, or by any other Ordinance, during the period said permit shall be outstanding. Following the issuance of such permit, and as long as the use continues in such public space, the owners of the permitted facility from time to time shall also be responsible to the City for the performance of all of the conditions of the bond above described.

In the event that the City reasonably concludes that the surety on such bond given for such permit issued hereunder has become legally insufficient and shall so declare in writing sent by regular U.S. Mail to the applicant, a new bond for such permit shall thereupon be filed with a new surety to be approved by the City in an amount not to exceed the amount set forth in Section D(i) above.

(ii) In addition to the bond or letter of credit, as applicable, the applicant shall at all times have in full force and effect a policy of liability insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000) per person and Two Million Dollars (\$2,000,000) per occurrence. The foregoing coverage requirements may be satisfied with a combination of general liability and umbrella policies so long as each umbrella policy is “follow form.” Such coverage shall name the City of West Fargo as an additional insured, for all acts and omissions of Licensee, its agents and contractors arising out of or in any way connected with the permit and their use and occupation of the public right-of-way, and such policies shall each contain a waiver of subrogation that waives any right to recovery any of the insurance companies might have against the City. All such policies and certificates in insurance shall be issued by companies authorized to do business in the State of North Dakota and shall be approved by the City Attorney prior to the commencement of such use and provide that any such policy shall not be cancelled until thirty (30) calendar days’ written notice of such cancellation shall have been filed with the City Administrator. Any termination or lapse of such insurance will automatically revoke any permit issued pursuant to this division.

SECTION E – INTERFERENCE WITH OTHER PUBLIC FACILITIES, RELOCATION, IDENTIFICATION OF COMMUNICATIONS CABLE

(i) No person, whether permitted under this Policy or otherwise shall ever use the space under any street, alley, sidewalk or public ground in such manner as to materially interfere (as reasonably determined by the City of West Fargo Engineering Department) with any traffic control or energy cable, sewer, gas, or water conduit, or any other public facilities or utilities lawfully in such street, alley, sidewalk, or other public space unless by consent of the City specially granted in the permit. Whenever any Licensee under this Policy is given permission to relocate any existing public facility, such relocation shall be entirely at the cost and expense of the Licensee. All such relocation work shall be subject to the control of the City of West Fargo or other public entity controlling such public facility, and all such work shall be done promptly in accordance with the directions of the City Engineering Department so as to minimize the interruption of the public’s use of such facilities.

(ii) All work undertaken by the Licensee which requires inspection by the City shall be performed subject to the requirement that the City be fully reimbursed for its reasonable and

documented inspection costs, whether the same are part of the initial installation or the relocation of either Licensee's facilities or those belonging to the City or any other public utility service.

(iii) In addition thereto, all permits governed by these specifications are granted subject to the requirement that whenever any work is initiated by the City of West Fargo, the State of North Dakota, Cass County, or any other political subdivision (as defined by the IRS), the facilities of the applicant must be relocated within a reasonable time, not to exceed ninety (90) calendar days from written demand for the same, in order to reasonably accommodate such public use. If the Licensee fails to undertake or cause the relocation of its facility within a reasonable time not to exceed ninety (90) calendar days from written demand for the same, then the City of West Fargo retains the right to relocate or allow relocation of the cable and other appurtenant facilities and to assess and collect the reasonable and documented cost from the Licensee or any other owner of the facility if the same fail to relocate the cable in a timely manner; provided, however, that City shall not undertake the foregoing remediation steps, including relocation and assessment of costs, prior to ninety (90) calendar days from written demand for the same Notice as set forth above.

(iv) The Licensee shall, at its own cost, maintain an agent available on a twenty-four (24) hour per day, seven (7) day per week basis, to provide to the City, any public entity, or any other persons, permitted to do work in the street right-of-way, detailed and accurate information concerning the locations, whether in plan, section or profile, or any combination of the same, of the Licensee's cable, appurtenances or other facilities. This requirement can be satisfied by the Licensee's utilization of a local utility locating service maintained by others, or this provision may be satisfied by any other local, competent agency.

(v) The Licensee, its heirs, successors, and assigns, shall at all times remain responsible for injuries caused by its cable, its appurtenances and other facilities injured by any party and due to any inaccuracies in the information given with respect to such facility's location. The City of West Fargo, and its contractors, shall be responsible for injuries to the Licensee's facilities only to the extent that such injuries result from their negligence or misconduct.

SECTION F – REVOCATION OF PERMIT; REMOVAL OF FACILITIES

(i) A permit issued under this Policy may be revoked by resolution of the City Commission upon a finding by the City Commission of such facts shown below and a failure of Licensee to cure such breach within ninety (90) calendar days (or such later date as may be mutually agreed upon in writing by the parties) of sending written notice to Licensee by the City, for the following reasons:

(a) Failure of the Licensee to pay the compensation required within thirty (30) calendar days after the payment due date; or

(b) Failure or neglect of the Licensee to comply with the material provisions of these specifications or any provision of the Revised Ordinances of the City of West Fargo applicable to the permit and the use and occupancy of right-of-way.

(ii) Upon revocation of the permit, the permit holder shall forthwith, at the option of

the City, either remove or abandon in place the cable and appurtenances for which the permit was granted. All directly buried cable, however, may be abandoned in place at the option of the permit holder. All removals and restoration of the public facilities shall be at the cost of the Licensee, and the Licensee shall hold the City of West Fargo free from any and all encroachments or claims of any type. Such facilities which are not removed by the permission of the City of West Fargo shall become the property of the City of West Fargo upon the City's certification that the Licensee has complied with all requirements of abandonment or cancellation with respect to the specific segment of cable involved. Whenever the Licensee has failed or refused to undertake such removal, abandonment and restoration within six (6) months after such revocation of any such permit, then the City may cause such work to be done and the reasonable and actual cost of such work shall be paid by the Licensee and become a lien against the property of the Licensee until paid.

(iii) Upon a determination by the City Commission that the space for which the permit is granted is needed for other public use and that no relocation within the specific right-of-way is an available, reasonable alternative, then the rights under said permit shall be transferred, to the extent possible by the cooperation of the City and the permit holder, to another specific nearby right-of-way. Such relocation work shall be accomplished by the permit holder at its costs within the time frame specified in Section E (iii) hereof.

(iv) This Policy shall continue in force and effect for a period coterminous with the Agreement.

SECTION G – COSTS TO BE PAID FOR PUBLIC USE PROVIDERS

(i) Licensee shall pay the City the following costs: all inspection, relocation and facility location costs, all barricading, traffic detour or warning signing or flagging not actually performed by the Licensee, and for all other actual and reasonable direct expenses actually incurred by the City in regulating the Licensee's use of public right-of-way granted in this Policy, as follows.

(a) Licensee will pay to the City a reasonable fee (the "License Fee") to compensate the City for Licensee's use and occupancy of the right-of-way pursuant to this Policy. Licensee and City acknowledge and agree that the License Fee provides fair and reasonable compensation for Licensee's use and occupancy of the right-of-way and other City property as authorized. The License Fee will begin accruing as of the date on which Licensee begins collecting a License Fee in accordance with the requirements of Section G(ii) above and will be calculated as set forth in Subsections G(ii)(b)-(f) immediately below.

(b) Licensee will pay City four percent (4%) (the "Revenue Percentage") of Gross Revenues (as defined below) for a calendar quarter, remitted within forty five (45) calendar days of the end of each calendar quarter, commencing on the first date on which Licensee receives any Gross Revenues (as defined below). The payment will be accompanied by a report showing the basis for the computation and such other relevant facts as may be required by the City to determine the accuracy of the payment.

(c) As used herein, “Gross Revenues” means all consideration of any kind or nature, including without limitation, cash, credits, property, and in-kind contributions (services or goods) received by Licensee from business and residential customers who subscribe to and receive Services from Licensee (collectively, “Customers”) that are provided through Licensee’s Communications facilities located at least in part in the right-of-way.

(d) Gross Revenues do not include:

1. any revenue not actually received, even if billed, such as bad debt;
2. refunds, rebates, or discounts made to Customers, or City;
3. revenue received from the sale of Services for resale in which the purchaser is required to collect and remit similar fees from the purchaser’s customer;
4. revenue derived from the provision of Services to Customers where none of the Communications facilities used to provide such Services are located in the right-of-way;
5. any forgone revenue from Licensee’s provision of Services to Customers at no charge if required by state law;
6. any revenue derived from services other than Services, including without limitation, any revenue derived from rental of modems or other equipment used to provide or facilitate the provision of the Services, advertising and voice over internet protocol services;
7. any tax of general applicability imposed upon Licensee or its Customers by City or by any state, federal, or any other governmental entity, and required to be collected by Licensee and remitted to the taxing entity (including but not limited to sales and use tax, gross receipts tax, excise tax, utility users tax, public service tax, communications taxes, and fees not imposed by this Agreement);
8. any forgone revenue from Licensee’s provision, in Licensee’s discretion, of free or reduced cost Services to any Person, including without limitation employees of Licensee; provided, however, that any forgone revenue which Licensee chooses not to receive in exchange for trades, barter, services, or other items of value will be included in Gross Revenues; and
9. sales of capital assets or sales of surplus equipment.

(e) Pass Through. Licensee may identify and collect, as a separate item on the regular bill of any Customer whose Services are provided by Communications facilities located at least in part in the right-of-way, that Customer’s pro rata share of the License Fee.

(f) Change in Law. Notwithstanding anything to the contrary herein, in the event of a change in applicable law that currently prohibits collection by any City or franchising authority of any fee, including franchise fees, from any provider of video

programming or communications services, including broadband Internet services, the City reserves the authority to charge such fees. In the case of a reduction in the percentage of revenue on which such fees may be based, the Revenue Percentage will be commensurately reduced.

(Remainder of page intentionally left blank.)

EXHIBIT B

FORM OF LETTER OF AUTHORIZATION

[LICENSEE LETTERHEAD]

[Date]

Via Email (Email Address)

[City of West Fargo]

[Addressee]

[Address]

Re: [Amended] Letter of Authorization

Dear [Name],

In accordance with Section 4.3 of the Non-Exclusive Public ROW License Agreement dated _____, between the **City of West Fargo** and **XXXXX, XXXXX** hereby designates the following Authorized Individuals (as that term is defined in the Agreement), who may submit and sign permit applications and other submissions to the City on behalf of **XXXXX**. [*if applicable: This letter amends and supersedes the Letter of Authorization dated _____.*]

[Insert name and title for each Authorized Individual, including any Authorized Individual previously named and whose authority continues. Strike through the names of any individuals who are no longer authorized, if any.]

1. Name, Title
2. Name, Title
3. Name, Title (previously authorized, authorization continues)
4. ~~Name, Title~~ (authorization withdrawn)

This authorization may be withdrawn or amended and superseded by a written amendment to this Letter of Authorization, which will be effective twenty-four (24) hours after receipt by the City.

Kind regards,

[Name]

XXXXXX

CONSTRUCTION AGREEMENT

By and Between

**CITY OF WEST FARGO, NORTH DAKOTA,
as City**

and

**GATEWAY INFRASTRUCTURE, LLC,
as Utility**

Dated as of _____, 2026

Relating to:

**A Construction Agreement setting forth certain conditions between the City
and the Utility relating to the Fiber Optic Infrastructure project.**

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

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CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____, 2026, by and between the City of West Fargo, a political subdivision of the State of North Dakota, whose principal address is 2515 6th Street E, West Fargo, North Dakota 58078 (the “City”), and Gateway Infrastructure, LLC, a Delaware limited liability company, whose post office address is 2342 Technology Drive, O’Fallon, Missouri 63368 (the “Utility”) (the City and the Utility are collectively referred to in this Agreement as the “Parties”).

RECITALS

WHEREAS, Licensee desires, and City desires to permit Licensee, to install, maintain, operate, and control a fiber optic infrastructure network in the City’s rights-of-way (the “Network”) for the purpose of offering communications services (the “Services”), including broadband Internet access service and Voice over Internet Protocol services, but excluding multichannel video programming services that would be subject to a video services franchise, to residents and businesses in City (the “Project” or “Gateway Fiber Project”); copies of maps of the Project are attached to this Agreement as **Exhibit A** and **Exhibit B**; and

WHEREAS, the Project will support development in the Fargo-West Fargo metropolitan area by providing more communications provider opportunities for customers of West Fargo and increasing the availability of high speed communication via fiber optic infrastructure; and

WHEREAS, the City intends to issue the Utility the necessary and required permits to construct the Project within the City’s rights-of-way pursuant to the terms and conditions of a Non-Exclusive Public ROW License Agreement, dated of even date herewith, between the Parties; and

WHEREAS, in addition to the permits, the City and the Utility wish to set out certain conditions relating to the Project, and responsibilities of the Parties thereto.

NOW THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I. DEFINITIONS AND INTERPRETATION

Section 1.01 DEFINITIONS. All capitalized terms used and not otherwise defined in the Agreement shall have the meanings given to them in this Agreement and as defined in this Section unless a different meaning clearly applies from the context.

“Applicable Law” means, collectively, the Constitution of the United States and of the State of North Dakota, all common law and principles of equity, and all Federal, State, and local laws including, without limitation, all environmental laws, statutes, treaties, codes, acts, rules, regulations, guidelines, ordinances, resolutions, orders, judgments, decrees, injunctions, and administrative or judicial precedents or authorities, including the interpretation or administration by any governmental authority charged with enforcement, interpretation, or administration, all governmental approvals, and all administrative orders, awards, directed duties, requests, licenses, certificates, authorizations, and permits of, and agreements with, any governmental authority, and, with respect to any person, the articles of incorporation, bylaws, or other organizational or

governing documents, in each case whether or not having the force of law, that are applicable now or are applicable at any time to the City, the Utility, or the Project.

“**Best Efforts**” means an entity will act in Good Faith, act in accordance with generally accepted commercial practices, and use reasonable due diligence to undertake all action contemplated by this Agreement, in accordance with Applicable Law.

“**City**” means the City of West Fargo, North Dakota, a North Dakota political subdivision, having an address of 2515 6th Street East, West Fargo, North Dakota 58078.

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

“**Project**” means the Gateway Fiber Project.

“**Utility**” means Gateway Infrastructure, LLC, a Delaware limited liability company, having a mailing address of 2342 Technology Drive, O’Fallon, Missouri 63368.

Section 1.02 INTERPRETATION. The headings of articles and sections are provided for convenience of reference only and will not affect the construction, meaning, or interpretation of this Agreement. Any and all exhibits to this Agreement are hereby incorporated by reference. The definition of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise (i) any definition of or reference to any agreement, instrument, or other document herein shall be construed as referring to such agreement, instrument, or other document as from time to time amended, supplemented, or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications as set forth herein), (ii) any reference to any person shall be construed to include such person’s permitted assigns, (iii) the words “herein,” “hereof,” and “hereunder,” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, and (iv) all references herein to articles, sections, exhibits, and schedules shall be construed to refer to articles and sections of, and exhibits and schedules to, this Agreement.

ARTICLE II. PURPOSE AND INTENT

Section 2.01 PURPOSE AND INTENT. The purpose of this Agreement is to establish certain conditions relating to the construction of the Project. The Parties intend that this Agreement shall supplement the conditions set forth in permits issued by the City relating to the Project. Except as otherwise limited by this Agreement or by permits issued by the City, Utility retains the discretion as to when and whether or not Utility constructs the Network.

ARTICLE III. PLACEMENT OF INFRASTRUCTURE

Section 3.01 PLACEMENT OF UTILITY’S UNDERGROUND INFRASTRUCTURE.

- (a) Underground infrastructure must be placed in existing utility easements, where available. If existing utility easements are full, City staff will help direct placement into the right-of-way.
- (b) Infrastructure must be no less than three feet (3') radial clearance, away from any City infrastructure, with the exception of (i) perpendicular crossings, and (ii) any variance for less clearance due to safety concerns or field conditions approved by the City.
- (c) No infrastructure shall be placed in the roadway unless bored under the roadway for a crossing.
- (d) The minimum depth of Utility's infrastructure shall be thirty inches (30"), except where City provides written approval of shallower depths depending on field conditions.

**ARTICLE IV.
PRE-CONSTRUCTION PHASE**

Section 4.01 PRE-CONSTRUCTION PHASE. During the pre-construction phase, the Parties agree and acknowledge that the Utility shall be responsible for the following:

- (a) Schedule and attend all pre-construction conference meetings.
- (b) Provide the City with all relevant materials submittals throughout the duration of the Project.
- (c) Receive, review and determine the acceptability of any and all schedules throughout the duration of the Project.
- (d) To the extent reasonably identifiable, provide a full assessment and inventory of private sump lines, sprinkler systems, landscaping and any other private utilities or improvements located within the City's right-of-way and ensure these improvements are returned to a similar condition upon prior to completion of construction.

**ARTICLE V.
EARLY CONSTRUCTION PHASE**

Section 5.01 EARLY CONSTRUCTION PHASE. During the early construction phase, the Parties agree and acknowledge that the Utility shall be responsible for the following:

- (a) Provide traffic control plans and as-installed field layouts.
- (b) Prepare and regularly update construction records.
- (c) Provide as-needed photographs or videos detailing proper construction means and methods to the City.
- (d) Provide weekly progress reports to the City.
- (e) Conduct construction meetings as required by the City with City staff and local

utility companies that may be impacted. Meetings can be as frequent as weekly depending upon the construction activity to be undertaken.

- (f) Coordinate public media announcements with City staff on road closures, phasing and changes in traffic control.
- (g) Notify City staff and the West Fargo Engineering Department at least two (2) business days prior to hydrant and water main work.
- (h) Notify the affected properties within a reasonable time of any disruptions in service.

ARTICLE VI. MID-CONSTRUCTION PHASE

Section 6.01 MID-CONSTRUCTION PHASE. During the mid-construction phase, the Parties agree and acknowledge that the Utility shall be responsible for the following:

- (a) Prior to any work being performed in an area, an on-site meeting between the Utility and City shall be held on site after locates have been completed to establish the location of the Utility's exact location of installation.
- (b) Notify City staff and the West Fargo Engineering Department of any and all exposed utilities.
- (c) Excavations shall be backfilled, plated, or otherwise secured at the end of each workday. No excavation shall remain open and unattended for more than twenty-four (24) hours without written authorization from the City Engineering Department. Excavations in paved streets must be plated or temporarily restored before the end of each workday.
- (d) Oversee restorative reconstruction work and ensure compliance with City standards and specifications.
- (e) Conducting pre-pour concrete, rebar, and pre-paving inspections for compliance to City Standards.
- (f) Conducting materials testing and informing the City of any failed materials testing. Materials testing includes the following:
 - i. Proctors and compaction testing on fills in roadway excavations.
 - ii. Concrete testing on day of pouring and cylinder breaks.
 - iii. Establishing removal limits for roadway patching. This includes quality assurance testing on the date paving occurs. The Utility shall notify the City at least one (1) business day in advance of any asphalt paving.

ARTICLE VII. CLOSING CONSTRUCTION PHASE

Section 7.01 CLOSING CONSTRUCTION PHASE. During the closing construction phase, the Parties agree and acknowledge that the Utility shall be responsible for the following:

- (a) Upon construction complete, Parties shall work together to prepare and provide a punch list of items to be completed by the Utility, contractor, and any subcontractors for final permit sign off.
- (b) Conduct a site visit with the City to determine completion of work.
- (c) Complete permanent restoration work within thirty (30) calendar days of completion of the work in an area, and verify all restoration has been completed. Utility shall provide a restoration foreman's contact information to the City for distribution to members of the public expressing concerns over the restoration process.
- (d) Within sixty (60) calendar days after completion of the work within each permitted area, as-built construction drawings must also be submitted to the Engineering Department in a shape file, which shall not be disclosed to third parties without the Utility's prior written approval; provided, however, Utility recognizes that the City is subject to N.D.C.C. ch. 44-04 regarding open records and will disclose records as required by applicable law. Updated route maps and required drawings must be provided to the City's Engineering Department whenever a change is made to the approved cable placement.
- (e) Only up to three (3) areas may be permitted to be worked on at any given time. Upon completion of the restoration of an area, a new permit may be issued for the construction of an additional area at the City's discretion. Notwithstanding the foregoing, the Parties agree and acknowledge that Utility may submit and obtain approval for upcoming permits in advance, with active construction limited to only three (3) areas at a time.

ARTICLE VIII. UTILITY WORK HOURS AND STAFF

Section 8.01 WORK HOURS. The Parties agree and acknowledge that all work shall be performed between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday. The Utility shall be prohibited from performing work on Saturdays and Sundays unless on an as-needed emergency basis and the Utility has provided at least seventy-two (72) hours' notice and received approval from the City. An exception to this restriction is that restoration work will be allowed to be conducted on Saturdays between 8:00 a.m. and 7:00 p.m.,

Section 8.02 STAFF. The Parties agree and acknowledge that the Utility may be conducting work in up to three (3) permitted areas simultaneously in separate work areas of the Project.

ARTICLE IX. SIGNAGE PRIOR TO CONSTRUCTION

Section 9.01 SIGNAGE. The Parties agree and acknowledge at least two (2) weeks prior to the start of construction, the Utility shall be responsible for implementing portable signs near construction zones to inform members of the public that construction will soon commence.

**ARTICLE X.
PERMITS**

Section 10.01 PERMITS. The Utility shall be responsible for obtaining all necessary and required clearances, licenses, permits and certificates. Prior to the commencement of construction, the Utility shall provide to the City evidence that the Utility has obtained all required permits from the State of North Dakota, including North Dakota Construction Stormwater Permits and approvals from the North Dakota Department of Environmental Quality.

Section 10.02 APPROVAL. Permits will be approved for one (1) Fiber Distribution Hut (FDH) area at a time, with no more than three (3) FDH areas under construction at any one time. After initial approval of each permit, they will be subject to reasonable change depending upon current location of other utilities. A field meeting to establish the running lines will need to be walked out with inspectors before any work commences. A detailed map of each FDH will need to be provided to the assigned City inspector and will not be disclosed to third parties without the Utility's prior written consent; provided, however, Utility recognizes that the City is subject to N.D.C.C. ch. 44-04 regarding open records and will disclose records as required by applicable law.

Section 10.03 FEE SCHEDULE PER PERMIT.

- (a) Administration fee: \$1,000 or \$30 per calendar day, whichever is less.

- (b) Sidewalk Disruption: \$50 per day until restored. Street Disruption: \$50 per day for the first 14 days, \$100 per day for every day after 14 days.

- (c) Untimely restoration not completed within thirty (30) calendar days following written notice from the City will result in fines equal to the City's actual and reasonable costs up to \$1,000 per week fee at the discretion of the City Engineering Department.

**ARTICLE XI.
CITY COSTS REIMBURSEMENT**

Section 11.01 CITY COSTS RELATED TO THE PROJECT. In the event where restoration has not been adequately completed by the Utility within thirty (30) calendar days following receipt of written notice from the City and the City needs to complete said work, the City will charge for all actual and reasonable costs incurred. If the City chooses to complete the work with its own personnel, City costs for equipment used by City staff for the Project will be charged at standard rates for City equipment and City staff time on the Project will be charged at One Hundred Twenty Dollars (\$120) per hour. If the City chooses to hire a contractor to complete the work, the City will charge the amount invoiced for the work to be completed plus a 10% administrative fee. The City will provide an invoice(s) to the Utility; any invoices submitted to Utility pursuant to this section must be paid by the Utility no later than (30) calendar days after invoicing Utility for these costs.

**ARTICLE XII.
THIRD-PARTY CONSULTANT WORK**

Section 12.01 THIRD-PARTY CONSULTANT. If the City finds a need to engage a consultant

for the purpose of overseeing construction and restorative work quality assurance and permit review related to the Project, the Parties agree and acknowledge that work completed by the consultant or their subconsultants shall be done so in accordance with a separate task order that the City will have with the consultant. Any actual and reasonable costs to the City for this work will be paid by the Utility as established in the Agreement no later than forty-five (45) calendar days after invoicing Utility for this cost.

**ARTICLE XIII.
PERFORMANCE GUARANTEE**

Section 13.01 LETTER OF CREDIT IN LIEU OF PERFORMANCE BOND. The Parties agree and acknowledge that the Utility shall be responsible for the payment of costs associated with any and all damage, including to trees, as a result of the Project. To assure and guarantee the Utility covers costs associated with any and all damage as a result of the Project, the Utility shall file with the City either (i) an irrevocable letter of credit (“Letter of Credit”), from a nationally recognized bank incorporated in the United States in the principal amount of \$200,000, in a form that has been approved by the City Attorney and a copy of which is attached as **Exhibit C** or (ii) a performance bond as set forth in the Non-Exclusive Public ROW License Agreement, dated of even date herewith, between the Parties. The Letter of Credit shall have a minimum duration of two (2) calendar years. The Letter of Credit shall be available to be drawn upon by the City upon presentation, at any time following its issuance and during its initial term, or during any extension of time, with signed certification from the City reciting that the Utility has failed to cover costs associated with any and all damage, including to trees, as a result of the Project and the costs to correct the damage to the City.

**ARTICLE XIV.
ACCESS TO COMMERCIAL PROPERTIES**

Section 14.01 ACCESS. The Parties agree and acknowledge that the Utility shall be responsible for maintaining access to businesses and commercial properties along the Project corridor at all times during construction to the extent impacted by the Utility’s work on the Project. The Utility shall be responsible for coordinating access with the businesses and commercial properties and will upon request provide the City with documentation of such coordination.

**ARTICLE XV.
INDEMNIFICATION**

Section 15.01 INDEMNIFICATION. The Utility will indemnify, protect, defend, and hold harmless the City, and its officers and employers, from and against any and all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including without limitation, reasonable attorney’s fees and costs of investigation and litigation, whatsoever which may be incurred by the City to the extent caused by the duties, responsibilities, or obligations assigned to the Utility by this Agreement or by the negligence of or breach of any provisions of this Agreement by the Utility or a person employed or contracted by the Utility.

**ARTICLE XVI.
DISPUTE RESOLUTION**

Section 16.01 INTENT AND PROCEDURE. The Parties will cooperate and use their Best Efforts to ensure that the various provisions of this Agreement are fulfilled. The Parties agree to

act in Good Faith to undertake resolution of disputes in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the Parties, the Parties will use the following procedure.

Section 16.02 MEDIATION. If there is a failure between the Parties to resolve a dispute on their own, the Parties will first attempt to mediate the dispute. The Parties will agree upon a single mediator or, if an agreement cannot be reached within ten (10) calendar days, each Party will propose two (2) potential individuals to serve as mediator, for a total of four (4) individuals. The Parties will then select a mediator by alternatively striking the names of the proposed individuals, with the City striking first, followed by the Utility. The Parties will each pay fifty percent (50%) of any costs for mediation services.

Section 16.03 LITIGATION. If the dispute is not resolved within forty-five (45) calendar days after the selection of the mediator pursuant to the prior Section, the Parties may litigate the matter; provided the foregoing limitation shall not apply to any action for emergency or injunctive relief by either of the Parties.

Section 16.04 VENUE. All litigation between the Parties arising out of or pertaining to this Agreement or its breach will be filed, heard, and decided in the District Court of Cass County, North Dakota, which will have exclusive jurisdiction and venue.

ARTICLE XVII. MISCELLANEOUS

Section 17.01 ASSIGNMENT. Neither Party may assign this Agreement without the prior written consent of the other Party, which consent will not be unreasonably conditioned or withheld. Notwithstanding the foregoing, the Utility may without the City's consent assign its rights and obligations this Agreement to any affiliate or an entity acquiring all or substantially all of the Utility's assets. For purposes of this section, an "affiliate" is any entity that directly controls the Utility, any entity that is controlled by the Utility, or any entity under common control with the Utility. The Parties' rights and obligations under this Agreement will be passed to the assignees to which those rights and obligations have been permissibly assigned.

Section 17.02 MODIFICATION. This Agreement may be amended or modified only by the written mutual consent of both Parties unless otherwise provided herein.

Section 17.03 ENTIRE AGREEMENT. This Agreement constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written statements between the Parties with respect to the subject premises.

Section 17.04 AMENDMENTS. No amendment, modification, or waiver of any condition, provision or term will be valid or of any effect unless made in writing signed by the Party or Parties to be bounded or a duly authorized representative and specifying with particularity the extent and nature of such amendment, modification or waiver.

Section 17.05 NO FORBEARANCE. The failure or delay of any Party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect

the validity of this Agreement, or the right to enforce each and every term of this Agreement.

Section 17.06 REMEDIES. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the Parties thereto under and pursuant to this Agreement.

Section 17.07 SEVERABILITY. If any court of competent jurisdiction finds any provision of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable; however, the Parties that this Agreement will be reformed to replace any invalid, illegal, or unenforceable provision or portion of this Agreement with an alternative provision that is enforceable and bears as close resemblance as possible to any provision determined to be invalid, illegal, or unenforceable.

Section 17.08 REPRESENTATION. The Parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other Parties.

Section 17.09 BINDING EFFECT. All covenants, agreements, warranties and provisions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors and assigns, and will continue in force and effect and be binding after the completion of the Project and after completion of any and all construction on the City's right-of-way. When used herein, the singular will include the plural, the plural will include the singular, and the use of one gender will include all other genders, as and when the context so requires.

Section 17.10 NO PARTNERSHIP. None of the terms or provisions of this Agreement will be deemed to create a partnership or joint venture between the Utility and the City.

Section 17.11 GOVERNING LAW. This Agreement has been made and entered into under the laws of the State of North Dakota and said laws will control its interpretation.

Section 17.12 NOTICE. All notices under this Agreement shall be in writing and: (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) sent by a recognized overnight mail or courier service, with delivery receipt requested; and (iv) sent by email communication followed by a hard copy, to the following addresses.

To the City: City of West Fargo, North Dakota
 Attn: Engineering Department
 2515 6th St. E
 West Fargo, ND 58078

To the Utility: Gateway Infrastructure, LLC
 Attn: Legal Department
 2342 Technology Drive
 O'Fallon, MO 63368

Section 17.13 RULES OF CONSTRUCTION. The Parties acknowledge that they have had the opportunity to review this Agreement and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be

construed against the drafter of this document will be operative against any Party to this Agreement.

Section 17.14 HEADINGS. Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.

Section 17.15 COUNTERPARTS. This Agreement may be signed in counterparts, meaning that the Agreement is valid if signed by both Parties even if the signatures of the Parties appear on separate copies of the same Agreement rather than on a single document.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the Parties have hereunto set their hand the day and year first above written.

CITY:

City of West Fargo, North Dakota

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

Dustin T. Scott, City Administrator

[Signatures continued on the following page.]

UTILITY:

Gateway Infrastructure, LLC

By: _____

Name: Craig Ceranna

Title: Chief Financial Officer

EXHIBIT A – MAP OF PROJECT

EXHIBIT B – MAP OF PROJECT

EXHIBIT C – LETTER OF CREDIT