

Meeting Items

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
- D. Approve Order of Agenda
- E. Approval of Minutes -- April 20, 2026
- F. Building Permits

Consent Agenda - Approve the Following:

- a. Bills
- b. Improvement District No. 3009 – 1st Ave E Reconstruction (Sheyenne St to 4th St E)
 - Adopt Resolution Approving Contract and Contractors Bond and Authorize Notice to Proceed
- c. Sanitary Sewer Improvements – Mapleton / West Fargo Force Main Connection
 - Create Project No. 1359 and Direct Engineer to prepare an Engineer's Report
- d. Games of Chance for The American Legion Department of North Dakota at The American Legion Department of North Dakota
- e. Games of Chance for Red River Valley Lacrosse Association at West Fargo Soccer Complex
- f. Gaming Site Authorization for Prairie Public Broadcasting at Marge's Supper Club & Casino
- g. Gaming Site Authorization for North Dakota Association for the Disabled Inc at Bordertown Bar & Grill

Regular Agenda

1. 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. Members of the public who wish to speak during this public comment period must sign-up in advance, and provide their name, residential address, and reference the item on the current agenda or on the agenda of the most recent previous meeting. 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. 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
4. Proposed 2027 Utility Rates (Informational) -- Matt Andvik, Senior Director of Public Works
5. Project No. 2293 – 9th St NE – Grade Separation & Improvement District No. 2265 – 9th St & 7th Ave NE Reconstruction -- Jerry Wallace, City Engineer
 - Approve Proposals for Construction Material Testing Services with Braun Intertec for the 9th St Corridor Projects

6. Project No. 6064 – Transit Shelters -- Jerry Wallace, City Engineer
 - Accept Quotes and Authorize staff to Purchase Quoted Material
7. Improvement District No. 2290 – 2025 Public Works Mill & Overlay-- Dustin Scott, City Administrator
 - Financial Recap Information – No Action
8. Project No. 2300 – 2026 Public Works Mill & Overlay – Jerry Wallace, City Engineer
 - Accept Bid and Award Contract
9. Draft City Commission Governance Policy -- Dustin Scott, City Administrator
10. City Administrator's Report -- Dustin Scott, City Administrator
11. Correspondence
12. Non-Agenda Items
13. Adjourn

Meeting Items

A. Call to Order

The West Fargo City Commission was called to order on Monday, April 20, 2026.

B. Pledge of Allegiance

The Pledge of Allegiance was recited.

C. Roll Call

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

D. Approve Order of Agenda

Commissioner Anderson moved and Commissioner Olson 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 -- April 6, 2026

Commissioner Olson moved and Commissioner Zundel seconded to approve the minutes of April 6, 2026. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve the minutes of April 6, 2026, was declared carried.

F. Approval of Minutes -- April 10, 2026

Commissioner Zundel moved and Commissioner Anderson seconded to approve the minutes of April 10, 2026. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve the minutes of April 10, 2026, was declared carried.

G. Building Permits

Commissioner Anderson moved and Commissioner Olson seconded to approve the building permits. Commissioner Jorgensen recused himself; Commissioners 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. **Right-of-Way Permitting**
 - **Authorize Engineering to lift the season Shutdown for all Right-of-Way work within the City of West Fargo**
- c. **Improvement District No. 3008 – Meadow Ridge Development Reconstruction – Phase 1**
 - **Adopt Resolution Approving Contract and Contractor’s Bond and Authorize Notice to Proceed**
- d. **Project No. 9072 – DWR Water Development Plan Applications**
 - **Approve Resolution for submittal of DWR Cost-Share Applications for the 2027-2029 Water Plan**
- e. **Improvement District No. 2288 – 52nd Ave & 9th St W Intersection Improvements**
 - **Direct Engineer to prepare an Engineer’s Report**
- f. **Financial Report as of March 31, 2026**
- g. **Approve the Vector Control Contract -- Matt Andvik, Senior Director of Public Works**
- h. **IT Mutual Aid Agreement with City of Fargo -- Haider Howitzer, Director of Information Technology**
- i. **Site Authorization for West Fargo Events for Bar Down from July 1, 2026 to June 30, 2027**
- j. **Site Authorization for West Fargo Events for West Fargo Dive Bar from July 1, 2026 to June 30, 2027**

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

Regular Agenda

1. Public Comment

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

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

There were two members of 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. Public Safety Annual Reports

- **Fire Department -- Dan Fuller, Fire Chief**
- **Police Department -- Pete Nielsen, Police Chief**

These were informational only, no action was taken.

4. Public Works Annual Report -- Matt Andvik, Director of Public Works

This was informational only, no action was taken.

5. Project No. 1351 – Sanitary Lift Station (SA-27) Rehabilitation -- Jerry Wallace, City Engineer

- **Approve both Change Order No. 2's for ICS, Inc. and JDP Electric**

Commissioner Zundel moved and Commissioner Olson seconded to approve Project No. 1351 – Sanitary Lift Station (SA-27) Rehabilitation; Approve both Change Order No. 2's for ICS, Inc. and JDP Electric. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve Project No. 1351 – Sanitary Lift Station (SA-27) Rehabilitation; Approve both Change Order No. 2's for ICS, Inc. and JDP Electric, was declared carried.

6. New Water Supply, Sewerage, Street Systems and Incidentals – Grant 2nd Addition -- Jerry Wallace, City Engineer

- **Accept Petition for Improvements, Create Improvement District No. 1358 and Direct Engineer to prepare an Engineer's Report**

Commissioner Zundel moved and Commissioner Olson seconded to approve the New Water Supply, Sewerage, Street Systems and Incidentals – Grant 2nd Addition; Accept Petition for Improvements, Create Improvement District No. 1358 and Direct Engineer to prepare an Engineer's Report. Commissioners Jorgensen, Zundel, Dardis and Olson voted aye. Commissioner Anderson voted nay, the motion to approve the New Water Supply, Sewerage, Street Systems and Incidentals – Grant 2nd Addition; Accept Petition for Improvements, Create Improvement District No. 1358 and Direct Engineer to prepare an Engineer's Report, was declared carried.

7. Intersection Improvements and Incidentals (9th St W at Mulberry Ln & 50th Ave W) -- Jerry Wallace, City Engineer

- **Accept Petition for Improvements, Create Improvement District No. 2301, and Direct Engineer to prepare an Engineer's Report**

Commissioner Olson moved and Commissioner Zundel seconded to approve Intersection Improvements and Incidentals (9th St W at Mulberry Ln & 50th Ave W); Accept Petition for Improvements, Create Improvement District No. 2301, and Direct Engineer to prepare an Engineer's Report. Commissioners Jorgensen, Zundel, Dardis and Olson voted aye. Commissioner Anderson voted nay, the motion to approve Intersection Improvements and Incidentals (9th St W at Mulberry Ln & 50th Ave W); Accept Petition for Improvements, Create Improvement District No. 2301, and Direct Engineer to prepare an Engineer's Report, was declared carried.

8. Project No. 2293 – 9th Street NE – Grade Separation -- Jerry Wallace, City Engineer

• Accept Bid and Award Contract

Commissioner Zundel moved and Commissioner Olson seconded to approve Project No. 2293 – 9th Street NE – Grade Separation; Accept Bid and Award Contract. 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; Accept Bid and Award Contract, was declared carried.

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

• Approve modifying the Sewer Agreement with Mapleton to include the upsizing of the force main east of 38th Street NW

Commissioner Olson moved and Commissioner Anderson seconded to approve Project No. 9021 – Wastewater Serviceability and Risk Reduction Study; Approve modifying the Sewer Agreement with Mapleton to include the upsizing of the force main east of 38th Street NW. 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 modifying the Sewer Agreement with Mapleton to include the upsizing of the force main east of 38th Street NW, was declared carried.

10. MOU - Municipal Judge Coverage with Dan Phillips as the Alternate Municipal Judge

Commissioner Zundel moved and Commissioner Anderson seconded to approve the MOU - Municipal Judge Coverage with Dan Phillips as the Alternate Municipal Judge. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve the MOU - Municipal Judge Coverage with Dan Phillips as the Alternate Municipal Judge, was declared carried.

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

12. Correspondence

13. Non-Agenda Items

14. Adjourn

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

**WEST FARGO CITY COMMISSION MEETING
BUILDING DEPARTMENT MONTHLY COMPARISON REPORT
05/04/2026**

	APRIL 2025			APRIL 2026		
	# PERMITS	# UNITS	VALUATION	# PERMITS	# UNITS	VALUATION
<u>BUILDING NEW</u>						
COMMERCIAL	1		\$ 3,000,000.00	2		\$ 19,621,139.00
RESIDENTIAL DWELLING	16	16	\$ 12,213,423.00	7	7	\$ 2,844,484.00
RESIDENTIAL TWINHOME						
RESIDENTIAL TOWNHOME						
RESIDENTIAL MULTIPLE						
PUBLIC						
CHURCH						
ACCESSORY	26		\$ 411,408.00	23		\$ 552,423.00
FOUNDATION ONLY				3		\$ 3,188,059.00
<u>BUILDING REMODEL</u>						
COMMERCIAL	10		\$ 4,923,000.00	18		\$ 2,952,000.00
RESIDENTIAL	53		\$ 1,812,591.00	37		\$ 1,642,916.00
PUBLIC	2		\$ 2,803,000.00	2		\$ 14,315,000.00
CHURCH	1		\$ 38,000.00			
ACCESSORY	1		\$ 20,000.00			
<u>BUILDING OTHER</u>						
DEMOLITION	1		\$ 5,000.00			
MOVE						
PERMIT CANCELLATION						
TOTALS	111	16	\$ 25,226,422.00	92	7	\$ 45,116,021.00

**WEST FARGO CITY COMMISSION MEETING
BUILDING DEPARTMENT ACTIVITY REPORT
05/04/2026**

	04/17/2026 Thru 04/30/2026			YEAR TO DATE		
	# PERMITS	# UNITS	VALUATION	# PERMITS	# UNITS	VALUATION
<u>BUILDING NEW</u>						
COMMERCIAL				2		\$ 19,621,139.00
RESIDENTIAL DWELLING	3	3	\$ 1,433,366.00	7	7	\$ 2,844,484.00
RESIDENTIAL TWINHOME						
RESIDENTIAL TOWNHOME						
RESIDENTIAL MULTIPLE						
PUBLIC						
CHURCH						
ACCESSORY	7		\$ 253,000.00	23		\$ 552,423.00
FOUNDATION ONLY	2		\$ 2,273,059.00	3		\$ 3,188,059.00
<u>BUILDING REMODEL</u>						
COMMERCIAL	3		\$ 533,000.00	18		\$ 2,952,000.00
RESIDENTIAL	8		\$ 395,166.00	37		\$ 1,642,916.00
PUBLIC	1		\$ 14,300,000.00	2		\$ 14,315,000.00
CHURCH						
ACCESSORY						
<u>BUILDING OTHER</u>						
DEMOLITION						
MOVE						
PERMIT CANCELLATION						
TOTALS	24	3	\$ 19,187,591.00	92	7	\$ 45,116,021.00

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

NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
260217	Smook Enterprise LLC	843 10 1/2 AVE W	JAY B & SANDRA K WARNER	\$ 28,000.00	Accessory - Deck
260226	Deck Builders, Inc.	3652 4 ST E	SAMUEL R & SIENNAH A CALLAHAN	\$ 26,000.00	Accessory - Deck
260227	KADEN & MCKENNA PASTIAN	838 8 AVE E	KADEN & MCKENNA PASTIAN	\$ 5,000.00	Accessory - Deck
260232	Jordahl Custom Homes, Inc.	1258 MARLYS DR W	RED LEAF CUSTOM HOMES, LLC	\$ 310,000.00	Residential Dwelling
260235	Tallonted Plumbing and Remodeling	3785 BELL BLVD E	JEREMIAH WEST & JULIE ZIMNY	\$ 12,000.00	Remodel - Residential - Basement Remodel
260180	Titan Homes, Inc.	5142 11 ST W	TITAN HOMES INC	\$ 780,000.00	Residential Dwelling
260228	Dabbert Custom Homes, LLC	1045 61 AVE W	DABBERT CUSTOM HOMES, LLC	\$ 9,000.00	Accessory - Deck
260214	JUSTIN S & VANESSA N ANDERSON	2421 HARBOR LN W	JUSTIN S & VANESSA N ANDERSON	\$ 27,090.00	Remodel - Residential - Lower Level Finish
260231	Three Forks Exteriors LLC	1224 2 ST E	STERLING PARKWEST LLC	\$ 108,000.00	Remodel - Commercial - Remove Brick & Old Siding, Install Tyvek & New Siding
260172	Gehrtz Construction Services, Inc.	117 6 AVE W	WEST FARGO SCHOOL DISTRICT	\$ 14,300,000.00	Remodel - Public - 25000 Sq Ft Addition, Remodel, & Demo of South Wing
260225	Gehrtz Construction Services, Inc.	1450 13 AVE E	Muffin Top Holdings LLC	\$ 75,000.00	Remodel - Commercial - Additional Work to South Elevation
260239	Pine to Peaks, LLC	209 15 AVE W	DENNIS & DEBRA DOLAN	\$ 21,000.00	Accessory - Deck
260243	Smook Enterprise LLC	2313 RIVERS BEND DR E	SCOTT AHLF, ETAL	\$ 14,000.00	Accessory - Pergola
260245	Ryan Brothers Inc.	1449 12 ST CT	KYLE & ALYSSA WEINAND	\$ 26,126.00	Remodel - Residential - Lower Level Finish & Replace 2 Windows
260223	Krasley Services, Inc	567 32 AVE E	M4H, LLC	\$ 350,000.00	Remodel - Commercial - Insurance Office Fitup
260224	Eid-Co. Homes, Inc.	415 WESTVIEW LN E	JASON R EID SUCCESSOR TRUSTE	\$ 343,366.00	Residential Dwelling
260237	Dawson Contracting LLC	318 25 AVE E	ALFREDO R ROA-HENRIQUEZ, ETA	\$ 85,950.00	Remodel - Residential - Lower Level Finish
260259	Olson Pool Company	1104 WILDFLOWER PL W	DANIEL & ROBIN GATZKE	\$ 150,000.00	Accessory - Swimming Pool
260263	McFadden Electric LLC	429 20 AVE E	ELLIOT M & KIRSTEN P LAWRENCE	\$ 85,000.00	Residential - Remodel - Bathroom Remodel
260103	Valor Contracting LLC	2765 3 AVE NW	MESSINGER COMPANY LLC	\$ 2,145,670.00	Foundation Only - Commercial

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

NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
260132	Valor Contracting LLC	2765 3 AVE NW	MESSINGER COMPANY LLC	\$ 127,389.00	Foundation Only - Commercial
260265	American Concrete and Excavating	520 8 AVE W	GENE V & BONITA I GRIFFIN, TOD	\$ 4,000.00	Remodel - Residential - Install Egress
260266	Precision Concrete Cutters, Inc.	2046 RUTTAN CT	ABIOLA FASHANU	\$ 5,000.00	Remodel - Residential - Install Egress
260250	Kochmann Brothers Homes Inc.	3938 2ND ST E	BRIAN & STEPHANIE GRONDAHL	\$ 150,000.00	Remodel - Residential - Lower Level Finish

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131833	C	289 ACME TOOLS	615.75						
1	04/17/26	PROJ 9061	615.75			4188 480000	670		101000
		16123620							
131981	C	289 ACME TOOLS	71.80						
1	04/06/26	FD Tools for Shop	71.80			2060 415200	432		101000
		27306832							
		Total for Vendor:	687.55						
131909		3884 ADAM SUFFICOOOL	75.00						
1	04/29/26	leadership trning - meal reimb	75.00			1000 421000	340		101000
		Total for Vendor:	75.00						
131816	E	3490 AMAZON CAPITAL SERVICES	779.00						
1	04/24/26	Business Prime Annual Fees	779.00			1000 415000	428		101000
		11H6-RLTM-64RW							
131826	E	3490 AMAZON CAPITAL SERVICES	1,781.81						
1	04/20/26	WIRE PULLER TOOL	125.00			1000 430000	432		101000
		14R44F9N97FK							
2	04/15/26	D GOSSELIN PANTS	194.97			6025 450000	422		101000
		14DP4NPCHRHV							
3	04/16/26	S POWERS PANTS	59.99			6010 450200	422		101000
		1XXX4VGWLN9K							
4	04/20/26	NITRILE GLOVES	237.84			6025 450000	433		101000
		1R4WMWK31X16							
5	04/20/26	OFFICE SUPPLIES	41.52			1000 430000	410		101000
		1R4WMWK31X16							
6	04/22/26	SHIRT RESTOCK - ST	99.42			1000 430000	422		101000
		1WLQH4JL9N9J							
7	04/22/26	SHIRT RESTOCK - RW	99.42			1000 430001	422		101000
		1WLQH4JL9N9J							
8	04/22/26	SHIRT RESTOCK - WA	99.42			6020 450000	422		101000
		1WLQH4JL9N9J							
9	04/22/26	SHIRT RESTOCK - SA	99.42			6010 450200	422		101000
		1WLQH4JL9N9J							

* ... 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	04/22/26	SHIRT RESTOCK - SW	99.42			6025 450000	422		101000
		1WLQH4JL9N9J							
11	04/20/26	SUNSCREEN/BUG SPRAY - ST	87.50			1000 430000	639		101000
		1CXHWCGDNPYJ							
12	04/20/26	SUNSCREEN/BUG SPAY - WA	87.50			6020 450000	639		101000
		1CXHWCGDNPYJ							
13	04/20/26	SUNCREEN/BUG SPRAY - SW	87.50			6025 450000	639		101000
		1CXHWCGDNPYJ							
14	04/24/26	CLEANUP WEEK GLOVES	362.89			6010 450200	639		101000
		1X3WKV1X3V4C							
131851	E	3490 AMAZON CAPITAL SERVICES	745.90						
1	04/24/26	Car mounts / supplies - IT	78.03			1000 414104	497		101000
		17GT-R7NT-6QJN							
2	04/24/26	Door kick / mouse - IT	91.99			1000 414104	497		101000
		1X3W-KV1X-HJLX							
3	04/27/26	Joystick for Axis cameras - IT	519.99			1000 414104	497		101000
		1LJ1-FX6R-F17Y							
4	04/27/26	Office supplies - Non-Dept	55.89			1000 415000	410		101000
		17W6-T7RG-FYLJ							
131852	E	3490 AMAZON CAPITAL SERVICES	120.12						
1	04/20/26	PRYBAR SET	120.12			1000 455000	432		101000
		1DD9G7FGN7L4							
131900	E	3490 AMAZON CAPITAL SERVICES	238.95						
1	04/20/26	MAT CLAMPS	58.98			1000 455000	420		101000
		1DKWJC9HLNWC							
2	04/17/26	A JOHNSON PANTS	179.97			1000 455000	422		101000
		13RTGQTC37MV							
131916	E	3490 AMAZON CAPITAL SERVICES	501.77						
1	04/27/26	training room - TV outlet	96.88			1000 421000	641		101000
		1LJ1-FX6R-DPWX							
2	04/23/26	ozone & desk table	404.89			1000 421000	641		101000
		1RQ7-9Q3J-L3NK							

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131924	E	3490 AMAZON CAPITAL SERVICES	95.52						
1	04/20/26	FD Brass Metal Polish	49.48			2060 415200	500		101000
		1937-WLLL-3JFF							
2	04/20/26	FD Office Files	46.04			2060 415200	410		101000
		1937-WLLL-3JFF							
131956	E	3490 AMAZON CAPITAL SERVICES	69.98						
1	04/30/26	monitor stand - melting	69.98			1000 421000	497		101000
		1WWC-YJY9-XLVG							
		Total for Vendor:	4,333.05						
131992	-93554E	5229 AMB INVESTMENTS, LLC	47,700.00						
		New City Hall / Satellite Library							
1	05/01/26	May 2026 Lease - City Hall	44,922.57			1001 415000	389		101000
2	05/01/26	May 2026 Lease - Satellite Lib	2,777.43			7000 411600	389		101000
		Total for Vendor:	47,700.00						
131925		4703 AMERICAN RED CROSS TRAINING	10.50						
1	03/31/26	FD e-card-John Neeb	10.50			2060 415200	340		101000
		23180575							
		Total for Vendor:	10.50						
131976		999999 ANTHONY CROSS	90.00						
1	04/27/26	CPR/AED course reg refund	90.00			2060 320006			101000
		Total for Vendor:	90.00						
131893		22 ASPLIN EXCAVATING	1,024.00						
1	04/17/26	CLASS 5	1,024.00			6020 450000	394		101000
		26-0315							
		Total for Vendor:	1,024.00						
131758	-93562E	4672 ASURE PAYROLL TAX MANAGEMENT	22,485.45						
		04/17/2026 Payroll - Parks							
1	04/17/26	Social Security - Parks	11,906.38			8000 453000	110		101000
2	04/17/26	Medicare - Parks	2,784.64			8000 453000	110		101000
3	04/17/26	Federal Income Tax - Parks	7,014.43			8000 453000	110		101000

* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
4	04/17/26	ND State Tax - Parks	320.00			8000 453000	110		101000
5	04/17/26	MN State Tax - Parks	460.00			8000 453000	110		101000
131986	-93559E	4672 ASURE PAYROLL TAX MANAGEMENT	265,026.18						
	05/01/2026	Payroll							
1	05/01/26	Social Security	125,803.42			1000 212501			101000
2	05/01/26	Medicare	29,421.70			1000 212502			101000
3	05/01/26	Federal Income Tax	100,501.06			1000 212503			101000
4	05/01/26	ND State Tax	4,692.00			1000 212504			101000
5	05/01/26	MN State Tax	4,608.00			1000 212505			101000
131996	-93552E	4672 ASURE PAYROLL TAX MANAGEMENT	23,911.38						
	05/01/2026	Payroll - Parks							
1	05/01/26	Social Security - Parks	12,675.88			8000 453000	110		101000
2	05/01/26	Medicare - Parks	2,964.40			8000 453000	110		101000
3	05/01/26	Federal Income Tax - Parks	7,438.10			8000 453000	110		101000
4	05/01/26	ND State Tax - Parks	330.00			8000 453000	110		101000
5	05/01/26	MN State Tax - Parks	503.00			8000 453000	110		101000
		Total for Vendor:	311,423.01						
131825	C	2931 AUTO VALUE PARTS STORES	407.85						
1	04/21/26	FILTERS	42.14			1000 421000	427		101000
99395224									
2	04/21/26	FILTERS	13.57			6020 450000	427		101000
99395226									
3	04/21/26	FILTERS	13.57			6020 450000	427		101000
99395227									
4	04/21/26	FILTERS/OIL	42.56			2210 428000	427		101000
99395234									
5	04/21/26	FILTERS/OIL	89.45			6010 450200	427		101000
99395229									
6	04/21/26	FILTERS	3.35			1000 430001	427		101000
99395230									
7	04/21/26	APPICATOR/FILTERS	22.82			1000 430000	427		101000
99395228									
8	04/21/26	FUEL CARTRIDGE	57.38			2210 428000	427		101000
99395232									

* ... 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
9 99395236	04/21/26	STYLUS	65.90			1000 455000	427		101000
10 99395499	04/22/26	FILTERS	7.53			1000 421000	427		101000
11 99394930	04/20/26	#3401 OIL/APPLICATOR	26.69			1000 430000	427		101000
12 99395048	04/20/26	FILTERS	22.89			1000 421000	427		101000
131949 1 99396672	C 04/28/26	2931 AUTO VALUE PARTS STORES FILTERS	30.12 30.12			1000 421000	427		101000
131960 1 99394554	C 04/16/26	2931 AUTO VALUE PARTS STORES #7604 SPOOL CABLE	139.00 139.00			4387 480000	610		101000
Total for Vendor:			576.97						
131809 1 75372	C 04/06/26	3149 BEE SEEN GEAR shirt for kemmer	979.92 71.99			1000 421000	422		101000
2 75423	04/07/26	uniforms, gloves for angeles	431.97			1000 421000	422		101000
3 75373	04/06/26	uniforms for ostlund	475.96			1000 421000	422		101000
131907 1 75678	C 04/20/26	3149 BEE SEEN GEAR K9 shirts for ackerman	119.97 49.98			1000 421000	422		101000
2 75602	04/16/26	gloves for haskell	69.99			1000 421000	422		101000
131957 1 75104	C 04/03/26	3149 BEE SEEN GEAR uniforms for evink	1,545.82 306.96			1000 421000	422		101000
2 75105	03/20/26	uniforms for nobles	500.94			1000 421000	422		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
3 75251	03/26/26 patch removal - danielson		8.00			1000 421000	422		101000
4 75644	04/16/26 uniforms for kane		289.97			1000 421000	422		101000
5 75676	05/20/26 shirt for borg		66.99			1000 421000	422		101000
6 75680	04/20/26 uniforms for nystel		372.96			1000 421000	422		101000
		Total for Vendor:	2,645.71						
131891	C 1127 BIERSCHBACH EQUIPMENT & SUPPLY		2,485.00						
1 199199	04/22/26 PACKER - WA		828.33			6020 450000	641		101000
2 199199	04/22/26 PACKER - ST		828.33			1000 450000	641		101000
3 199199	04/22/26 PACKER - SW		828.34			6025 450000	641		101000
		Total for Vendor:	2,485.00						
131972	-93561E 3552 BLUE CROSS BLUE SHIELD OF ND		425,291.80						
	May 2026 Premium - Med/Dental/Vision								
1 260420374185	04/20/26 May 2026 Premium		425,291.80			1000 212539			101000
		Total for Vendor:	425,291.80						
131508	118384S 5732 BNSF RAILWAY COMPANY		44,845.00						
1 File #BF-20585260	04/07/26 Project 2293 - Easements		44,845.00			4187 480000	670		101000
		Total for Vendor:	44,845.00						
131794	C 1389 BNSF RAILWAY COMPANY		3,135.69						
1 90300448	90300448 04/16/26 Project 2293		3,135.69			4187 480000	670		101000
		Total for Vendor:	3,135.69						

05/01/26
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CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 04/20/26 to 05/01/26

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131799	C	3489 BOLTON & MENK, INC	1,540.00						
1	0392829	04/20/26 Project 2284	925.00			4133 480000	418		101000
	0392829								
2	0392830	04/20/26 Traffic Signal Timing	615.00			1000 430000	487		101000
	0392830								
		Total for Vendor:	1,540.00						
131626	-93695C	3512 BOUND TREE MEDICAL, LLC	3,765.91						
1	03/30/26	FD Medical Supplies	306.13			2060 415200	500		101000
	86152425								
2	04/01/26	FD Capnography Kit	1,463.88			2060 415200	500		101000
	86156160								
3	04/09/26	FD Medical Supplies	1,995.90			2060 415200	500		101000
	86166181								
		Total for Vendor:	4,662.26						
131926	C	3512 BOUND TREE MEDICAL, LLC	896.35						
1	04/20/26	FD Account credit	-160.06			2060 415200	500		101000
	70375829								
2	04/10/26	FD Medical Supplies	421.95			2060 415200	500		101000
	86167461								
3	04/20/26	FD Medical Supplies	634.46			2060 415200	500		101000
	86177362								
		Total for Vendor:	4,662.26						
131832		3892 BURGGRAP'S ACE FARGO WEST #17458	42.98						
1	04/23/26	DIAB RECP	42.98			1000 430001	432		101000
	4918								
		Total for Vendor:	42.98						
131859	C	39 BUTLER MACHINERY	189.78						
1	04/18/26	#7709 ELEMENT FILTER	189.78			4387 480000	427		101000
	00PS0679964								
		Total for Vendor:	189.78						

* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131820		46 CASS RURAL WATER USERS	31.89						
1	04/25/26 6482 - WF Airport Water		31.89			7050 500000	420		101000
	6482 Apr 2026								
		Total for Vendor:	31.89						
131854		2429 CERTIFIED LABORATORIES	367.95						
1	03/09/26 PENTRA FOAM - WA		122.65			6020 450000	433		101000
	9535977								
2	03/09/26 PENTRA FOAM - ST		122.65			1000 430000	433		101000
	9535977								
3	03/09/26 PENTRA FOAM - SA		122.65			6010 450200	433		101000
	9535977								
		Total for Vendor:	367.95						
131871	C	133 COLE PAPERS INC	1,521.94						
1	04/09/26 PAPER PRODUCTS - PW		306.08			6020 450000	500		101000
	10706458								
2	04/09/26 PAPER PRODUCTS - PD		462.64			1000 455000	500		101000
	10706460								
3	04/09/26 PAPER PRODUCTS - SA		126.40			6010 450200	500		101000
	10706461								
4	04/09/26 PAPER PRODUCTS - CH		626.82			1000 455000	500		101000
	10706459								
131901	C	133 COLE PAPERS INC	29.72						
1	04/15/26 PAPER PRODUCTS - PW		29.72			6020 450000	500		101000
	10708428								
		Total for Vendor:	1,551.66						
131797	C	5293 COLUMN SOFTWARE PBC	25.84						
1	04/17/26 Public Notice - Econ Dev		25.84			1000 414102	602		101000
	CBBC1442-0154								

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131878	C	5293 COLUMN SOFTWARE PBC	17.48						
1	01/19/26	PUBLIC NOTICE	17.48			6025 450000	360		101000
		CBBC1442-0139							
		Total for Vendor:	43.32						
131886	E	229 CONSOLIDATED COMMUNICATIONS	95.00						
1	04/15/26	SCADA BACKUP @ PD	95.00			6025 450000	527		101000
		701-150-0691/0							
		Total for Vendor:	95.00						
131805	C	5412 CONTINENTAL UTILITY SOLUTIONS	1,195.00						
1	S10964 04/20/26	CUSI Conference Reg - Chanda	1,195.00			1000 414100	340		101000
		S10964							
		Total for Vendor:	1,195.00						
131866		3245 CORE & MAIN	203.52						
1	04/15/26	CPLG MIPT TOP	203.52			6020 450000	438		101000
		32841							
		Total for Vendor:	203.52						
131944	C	1633 CROWN TROPHY	47.08						
1	04/29/26	ARBOR DAY SIGN	47.08			2210 428000	375		101000
		73467							
		Total for Vendor:	47.08						
131867		3500 CUMMINS SALES AND SERVICE	133.48						
1	12/24/25	#415 PISTON RING KIT	133.48			6010 450200	427		101000
		E8-251223676							
		Total for Vendor:	133.48						
131814	C	5624 DAKBUILT	652.00						
		courtroom security upgrade							
1	04/22/26	courtroom project	652.00			1000 421000	420		101000
		INV-26-300074							
		Total for Vendor:	652.00						

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131883	C	4059 DAKOTA FENCE	4,442.50						
1	04/24/26	TS FENCE REPAIR	4,442.50			6010 450200	420		101000
175373									
		Total for Vendor:	4,442.50						
131857	C	1675 DAKOTA FLUID POWER, INC	17.11						
1	04/21/26	#3074 QK DISCONNECT	17.11			1000 430000	427		101000
7455259									
		Total for Vendor:	17.11						
131827	C	624 DAKOTA SUPPLY GROUP	54.54						
1	04/15/26	HEAT SHRINK	54.54			1000 430002	391		101000
S105598556.001									
		Total for Vendor:	54.54						
131921	C	2377 DAVID SAPP	1,050.48						
1	04/23/26	Training in Appleton WI	1,050.48			2060 415200	340		101000
2026 Training									
		Total for Vendor:	1,050.48						
131856	C	5525 ELITE TRUCK	3,470.51						
1	03/06/26	#5007 SERVICE BODY DRAWERS	1,200.17			1000 455000	641		101000
99028									
2	03/06/26	#7105 SERVICE BODY DRAWERS/UNI	2,270.34			6025 450000	610		101000
99028									
		Total for Vendor:	3,470.51						
131789	-93568E	4664 EMPOWER (MASS MUTUAL)	5,240.32						
1	04/17/26	Apr 2026 Contributions	5,240.32			1000 212528			101000
		Total for Vendor:	5,240.32						
131778	118397S	3547 EQUITABLE UNIT ANNUITY	2,000.00						
1	04/17/26	Deferred Comp Apr 2026	2,000.00			1000 212524			101000
		Total for Vendor:	2,000.00						

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131865	C	1851 F/S MANUFACTURING	38.29						
1	04/15/26	COUPLERS/CLAMPS	66.08			6020 450000	432		101000
209344									
2	DBL PMT CORRECT		-27.79			1000 430000	433		101000
		Total for Vendor:	38.29						
131939	C	660 FARGO FREIGHTLINER	2,227.02						
1	03/09/26	#4103 ELECTRICAL SYST REPAIR	2,227.02			6010 450200	427		101000
		R101039677:03							
131948	C	660 FARGO FREIGHTLINER	72.24						
1	04/28/26	#388 U JOINT KIT	72.24			1000 430000	427		101000
		X101211442:01							
		Total for Vendor:	2,299.26						
131927		897 FARGO GLASS AND PAINT CO.	40.00						
1	04/16/26	FD St 76 Steam Shower door	40.00			2060 415200	494		101000
		GS0001514227							
		Total for Vendor:	40.00						
131835	C	124 FASTENAL	37.47						
1	04/17/26	1/2" MEDSPLIT LW SS	6.45			6025 450000	825		101000
		NDFAR335781							
2	04/17/26	SEALTOP BAGS	18.12			6025 450000	825		101000
		NDFAR335779							
3	04/24/26	1/2" MEDSPLIT LW SS	12.90			6025 450000	825		101000
		NDFAR336257							
		Total for Vendor:	37.47						
131910		151 FEDERAL EXPRESS	12.27						
1	04/29/26	ND lab pkg	12.27			1000 421000	661		101000
		9-275-82819							
		Total for Vendor:	12.27						

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131847		329 FERGUSON WATERWORKS #2516	1,210.42						
1	04/09/26	2 ARV	1,210.42			6025 450000	439		101000
		0545944							
131875		329 FERGUSON WATERWORKS #2516	360.96						
1	04/20/26	ANTENNA/BASE	360.96			6020 450000	432		101000
		059498							
		Total for Vendor:	1,571.38						
131978	C	5599 FIFTH ASSET INC DBA DEBTBOOK	6,500.00						
		2nd payment of 3-year subscription (billed annually)							
		05/22/2025-05/21/2028							
1	04/22/26	Lease & SBITA Mgmt Subs	6,500.00			1000 414100	497		101000
		DB2007834							
		Total for Vendor:	6,500.00						
131843	C	5588 FLEET CHARGE	148.56						
1	04/21/26	#4007 SHOCK ABSORBER	148.56			6010 450200	427		101000
		X202262383							
		Total for Vendor:	148.56						
131994		2499 FM CONVENTION & VISITORS BUREAU	25,163.12						
		March 2026 Lodging							
1	Mar 2026	03/31/26 Lodging Tax 2%	25,163.12			2141 411500	533		101000
		Mar 2026 2							
131995		2499 FM CONVENTION & VISITORS BUREAU	12,581.56						
		March 2026 Lodging							
2	Mar 2026	03/31/26 Lodging Tax 1%	12,581.56			2141 411500	653		101000
		Mar 2026 1							
		Total for Vendor:	37,744.68						
131919		4810 FOX VALLEY TECHNICAL COLLEGE	1,300.00						
1	04/15/26	LEAP conf - michelle	325.00			1000 421000	340		101000
		SPINV034393							
2	04/15/26	LEAP conf - frith	325.00			1000 421000	340		101000
		SPINV034394							

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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
3	04/15/26	LEAP conf - larsen	325.00			1000 421000	340		101000
	SPINV034395								
4	04/15/26	LEAP conf - heitkamp	325.00			1000 421000	340		101000
	SPINV034392								
Total for Vendor:			1,300.00						
131917		2776 FRAME-KRAFT	56.03						
1	04/23/26	april 2026 - intox phone line	56.03			1000 421000	497		101000
	22121930115365								
Total for Vendor:			56.03						
131870	C	2864 GOODIN COMPANY	75.32						
1	04/10/26	AIR FILTERS	161.57			1000 455000	420		101000
	8418783-00								
2	04/22/26	RETURN	-86.25			1000 455000	420		101000
	8420737-00								
Total for Vendor:			75.32						
131890	C	135 HAWKINS INC	10,079.40						
1	04/20/26	AQUAHAWK	4,662.90			6025 450000	423		101000
	7397061								
2	04/21/26	AQUAHAWK	5,416.50			6025 450000	423		101000
	7398453								
Total for Vendor:			10,079.40						
131954	C	1310 HERO SCHEDULE LLC	291.00						
1	05/01/26	may 2026 active users	291.00			1000 421000	497		101000
	INV-41495								
131975	C	1310 HERO SCHEDULE LLC	165.00						
1	05/01/26	FD May Scheduler	165.00			2060 415200	497		101000
	41494								
Total for Vendor:			456.00						

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131787	C	2820 HIGH POINT NETWORKS	210.00						
1	2810309	04/15/26 Check wiring for cameras at P	210.00			1000 414104	497		101000
		2810309							
		Total for Vendor:	210.00						
131795	C	3285 HOUSTON ENGINEERING INC.	163,643.03						
1	81482	04/17/26 Project 2293	132,501.75			4187 480000	418		101000
		81482							
2	81388	04/13/26 Project 2293	31,141.28			4187 480000	418		101000
		81388							
131802	C	3285 HOUSTON ENGINEERING INC.	58,639.00						
1	81387	04/13/26 Imp Dist 2265	58,639.00			4793 480000	418		101000
		81387							
		Total for Vendor:	222,282.03						
131970	C	4592 INGRAM LIBRARY SERVICES	2,750.50						
1		04/15/26 BOOKS	109.00			7000 411600	662		101000
		95903969							
2		04/15/26 BOOKS	35.33			7000 411600	662		101000
		95903970							
3		04/15/26 BOOKS	31.14			7000 411600	662		101000
		95903971							
4		04/15/26 BOOKS	12.98			7000 411600	662		101000
		95903972							
5		04/15/26 BOOKS	39.05			7000 411600	662		101000
		95903973							
6		04/15/26 BOOKS	18.79			7000 411600	662		101000
		95903974							
7		04/15/26 BOOKS	35.32			7000 411600	662		101000
		95903975							
8		04/15/26 BOOKS	14.85			7000 411600	662		101000
		95903976							
9		04/15/26 BOOKS	14.23			7000 411600	662		101000
		95903977							
10		04/15/26 BOOKS	73.98			7000 411600	662		101000
		95903978							

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Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
11	04/15/26	BOOKS	55.44			7000 411600	662		101000
95903979									
12	04/15/26	BOOKS	60.32			7000 411600	662		101000
95903980									
13	04/15/26	BOOKS	11.60			7000 411600	662		101000
95903981									
14	04/15/26	BOOKS	13.69			7000 411600	662		101000
95919397									
15	04/15/26	BOOKS	54.69			7000 411600	662		101000
95919398									
16	04/15/26	BOOKS	20.49			7000 411600	662		101000
95903968									
17	04/17/26	BOOKS	36.24			7000 411600	662		101000
95959104									
18	04/17/26	BOOKS	28.43			7000 411600	662		101000
95959105									
19	04/17/26	BOOKS	13.90			7000 411600	662		101000
95959106									
20	04/17/26	BOOKS	73.93			7000 411600	662		101000
95959107									
21	04/17/26	BOOKS	21.23			7000 411600	662		101000
95959108									
22	04/17/26	BOOKS	34.64			7000 411600	662		101000
95959109									
23	04/20/26	BOOKS	55.91			7000 411600	662		101000
95993620									
24	04/20/26	BOOKS	26.40			7000 411600	662		101000
95993621									
25	04/20/26	BOOKS	14.98			7000 411600	662		101000
95993622									
26	04/20/26	BOOKS	39.34			7000 411600	662		101000
95993623									
27	04/20/26	BOOKS	13.60			7000 411600	662		101000
95993624									
28	04/20/26	BOOKS	31.66			7000 411600	662		101000
95993625									
29	04/20/26	BOOKS	28.10			7000 411600	662		101000
95993626									

* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
30	04/20/26	BOOKS	87.56			7000 411600	662		101000
95993627									
31	04/20/26	BOOKS	25.87			7000 411600	662		101000
95993628									
32	04/20/26	BOOKS	18.41			7000 411600	662		101000
95993629									
33	04/20/26	BOOKS	23.54			7000 411600	662		101000
95993630									
34	04/21/26	BOOKS	30.05			7000 411600	662		101000
96031008									
35	04/21/26	BOOKS	24.98			7000 411600	662		101000
96031009									
36	04/22/26	BOOKS	20.71			7000 411600	662		101000
96061785									
37	04/22/26	BOOKS	62.40			7000 411600	662		101000
96061786									
38	04/22/26	BOOKS	13.96			7000 411600	662		101000
96061787									
39	04/22/26	BOOKS	81.22			7000 411600	662		101000
96061788									
40	04/22/26	BOOKS	14.05			7000 411600	662		101000
96061789									
41	04/22/26	BOOKS	21.30			7000 411600	662		101000
96061790									
42	04/22/26	BOOKS	19.80			7000 411600	662		101000
96061791									
43	04/22/26	BOOKS	25.68			7000 411600	662		101000
96061792									
44	04/23/26	BOOKS	21.68			7000 411600	662		101000
96094640									
45	04/23/26	BOOKS	14.30			7000 411600	662		101000
96094641									
46	04/23/26	BOOKS	29.84			7000 411600	662		101000
96094642									
47	04/23/26	BOOKS	14.78			7000 411600	662		101000
96094643									
48	04/23/26	BOOKS	14.19			7000 411600	662		101000
96094644									

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Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
49	04/23/26	BOOKS	23.60			7000 411600	662		101000
96094645									
50	04/23/26	BOOKS	16.86			7000 411600	662		101000
96094646									
51	04/23/26	BOOKS	18.45			7000 411600	662		101000
96094647									
52	04/24/26	BOOKS	17.21			7000 411600	662		101000
96121297									
53	04/24/26	BOOKS	14.15			7000 411600	662		101000
96121298									
54	04/24/26	BOOKS	15.34			7000 411600	662		101000
96121299									
55	04/24/26	BOOKS	20.23			7000 411600	662		101000
96121300									
56	04/24/26	BOOKS	40.39			7000 411600	662		101000
96121301									
57	04/24/26	BOOKS	22.07			7000 411600	662		101000
96121302									
58	04/24/26	BOOKS	36.26			7000 411600	662		101000
96121303									
59	04/24/26	BOOKS	14.68			7000 411600	662		101000
96121304									
60	04/24/26	BOOKS	14.74			7000 411600	662		101000
96121305									
61	04/24/26	BOOKS	25.03			7000 411600	662		101000
96121306									
62	04/24/26	BOOKS	12.72			7000 411600	662		101000
96121307									
63	04/24/26	BOOKS	25.62			7000 411600	662		101000
96121308									
64	04/24/26	BOOKS	14.77			7000 411600	662		101000
96121309									
65	04/24/26	BOOKS	34.76			7000 411600	662		101000
96133160									
66	04/24/26	BOOKS	12.21			7000 411600	662		101000
96133161									
67	04/24/26	BOOKS	8.90			7000 411600	662		101000
96133162									

* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
68	04/24/26	BOOKS	12.98			7000 411600	662		101000
96133163									
69	04/27/26	BOOKS	46.43			7000 411600	662		101000
96149978									
70	04/27/26	BOOKS	11.36			7000 411600	662		101000
96149979									
71	04/27/26	BOOKS	13.67			7000 411600	662		101000
96149980									
72	04/27/26	BOOKS	39.89			7000 411600	662		101000
96149981									
73	04/27/26	BOOKS	62.88			7000 411600	662		101000
96149982									
74	04/27/26	BOOKS	16.93			7000 411600	662		101000
96149983									
75	04/27/26	BOOKS	14.73			7000 411600	662		101000
96149984									
76	04/27/26	BOOKS	32.03			7000 411600	662		101000
96149985									
77	04/27/26	BOOKS	20.58			7000 411600	662		101000
96149986									
78	04/29/26	BOOKS	14.03			7000 411600	662		101000
96223007									
79	04/29/26	BOOKS	15.72			7000 411600	662		101000
96223008									
80	04/29/26	BOOKS	16.85			7000 411600	662		101000
96223009									
81	04/29/26	BOOKS	36.30			7000 411600	662		101000
96223010									
82	04/29/26	BOOKS	18.99			7000 411600	662		101000
96223011									
83	04/29/26	BOOKS	49.57			7000 411600	662		101000
96223012									
84	04/29/26	BOOKS	71.75			7000 411600	662		101000
96223013									
85	04/29/26	BOOKS	26.55			7000 411600	662		101000
96223014									
86	04/29/26	BOOKS	14.23			7000 411600	662		101000
96223015									

* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
87	04/29/26	BOOKS	32.54			7000 411600	662		101000
96223016									
88	04/29/26	BOOKS	71.51			7000 411600	662		101000
96223017									
89	04/29/26	BOOKS	36.39			7000 411600	662		101000
96223018									
90	04/29/26	BOOKS	19.09			7000 411600	662		101000
96223019									
91	04/29/26	BOOKS	15.92			7000 411600	662		101000
96223020									
92	04/29/26	BOOKS	33.24			7000 411600	662		101000
96223021									
93	04/29/26	BOOKS	34.77			7000 411600	662		101000
96235521									
94		BOOKS	0.00			7000 411600	662		101000
		Total for Vendor:	2,750.50						
131849		2500 INLAND TRUCK PARTS & SERVICE	631.10						
1	04/24/26	#4100 SLACK ADJUSTER	238.78			6010 450200	427		101000
IN-1983563									
2	04/23/26	#4200 ORB PORT	392.32			6010 450200	427		101000
IN-1983089									
		Total for Vendor:	631.10						
131885		C 3936 JEMCO, LLC	107.85						
1	04/15/26	FILTER/REGULATOR	107.85			6025 450000	826		101000
PSO004540									
		Total for Vendor:	107.85						
131786	-93570E	1056 JOB SERVICE NORTH DAKOTA	10,595.00						
1	04/01/26	Unemployment - S Gasevic	10,595.00			1000 414103	250		101000
0347477	04.01.26								
		Total for Vendor:	10,595.00						

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131807		5736 JOHN MICKELSON	72.99						
1	04/13/26	purchase of clip on holster	72.99			1000 421000	422		101000
		Total for Vendor:	72.99						
131991	C	274 JOHNSON, MOTTINGER & GREENWOOD,	5,500.00						
May 2026									
1	05/01/26	Court Appointed Attorney	5,500.00			1000 412000	310		101000
		Total for Vendor:	5,500.00						
131881		2752 KOST MATERIALS, LLC	12,040.00						
1	04/16/26	4000 EXTERIOR	9,820.00			6010 450200	420		101000
152712									
2	04/21/26	PROJ 9061	2,220.00			4188 480000	670		101000
152833									
		Total for Vendor:	12,040.00						
131987	-93558E	4482 KOTAPAY	3,216.80						
05/01/2026		Payroll							
1	05/01/26	Child Support 05/01/26	3,216.80			1000 212549			101000
		Total for Vendor:	3,216.80						
131841	C	277 LARSON WELDING & MACHINE CO	348.00						
1	04/23/26	RENTAL GRADER REPAIRS	348.00			1000 430000	427		101000
85056									
		Total for Vendor:	348.00						
131863	C	705 LAWSON PRODUCTS	312.90						
1	04/16/26	HARDWARE STOCK	312.90			1000 455000	433		101000
9313392710									
		Total for Vendor:	312.90						
131817	C	4767 LENOVO (UNITED STATES) INC.	5,417.46						
1	N300508840	04/23/26 1 Monitor - PD	132.00			1000 421000	497		101000
N300508840									
2	N300508840	04/23/26 1 Monitor - Forestry	132.00			2210 428000	497		101000
N300508840									

* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
3	N300507643	04/24/26 Tower workstation - PD	3,112.91			1000 421000	497		101000
	N300507643								
4	N300528138	04/29/26 1 Laptop - Engineering	2,040.55			1000 414200	497		101000
	N300528138								
		Total for Vendor:	5,417.46						
131977	C	1741 LIBERTY BUSINESS SYSTEMS, INC	1,010.95						
1	41845937	04/25/26 Apr 2026 CH 1st Floor	156.05			1000 415000	428		101000
	41845937								
2	41845939	04/25/26 Apr 2026 CH 1st Floor	63.32			1000 415000	428		101000
	41845939								
3	41845939	04/25/26 Apr 2026 City Hall	181.84			1000 415000	428		101000
	41845939								
4	41845939	04/25/26 Apr 2026 Public Works	271.79			6020 450000	428		101000
	41845939								
5	41845939	04/25/26 Apr 2026 Police	337.95			1000 421000	428		101000
	41845939								
		Total for Vendor:	1,010.95						
131829		711 LUTHER FAMILY FORD	64.80						
1	04/07/26	#1195 JOINT	64.80			1000 421000	427		101000
	431478								
131928		711 LUTHER FAMILY FORD	824.89						
1	04/22/26	FD Batt 70 Airbag/eng errors	824.89			2060 415200	427		101000
	FOCS683792								
		Total for Vendor:	889.69						
131808		675 LYNN PEAVEY CO.	358.83						
1	04/22/26	box sealing tape - evidence	358.83			1000 421000	365		101000
	426359								
		Total for Vendor:	358.83						
131837	C	3304 MAC'S HARDWARE	144.86						
1	04/23/26	MISC SHOP SUPPLIES	97.94			1000 455000	433		101000
	14663								
2	04/16/26	HARDWARE	46.92			6025 450000	433		101000
	14468								
		Total for Vendor:	144.86						

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131929	C	3536 MACQUEEN	2,732.80						
1	04/14/26	PAT Course Ladder 50%FFD	662.00			2060 415200	641		101000
P14127									
2	04/14/26	FD E-71 Misc Repairs	462.02			2060 415200	427		101000
P14128									
3	04/27/26	FD 2026 Budget,Dist. Nozzle	1,141.24			2060 415200	641		101000
P66063									
4	04/28/26	FD E-71 Light Repair	467.54			2060 415200	427		101000
P00747									
		Total for Vendor:	2,732.80						
131800		999999 MANDY GEORGE	300.00						
		Tree Planting Permit - 1344 Goldenwood Dr							
1	04/22/26	Tree - 1344 Goldenwood Dr	300.00			5000 422000	490		101000
		Total for Vendor:	300.00						
131873	C	68 MANNING MECHANICAL	179,354.11						
1	PROJ 9061		179,354.11			4188 480000	670		101000
		Total for Vendor:	179,354.11						
131781	118416S	3630 MATRIX TRUST COMPANY	5,362.00						
1	04/17/26	Deferred Comp Pre-Tax Apr 26	3,790.00			1000 212547			101000
2	04/17/26	Deferred Comp Post-Tax Apr 26	1,572.00			1000 212548			101000
		Total for Vendor:	5,362.00						
131965		2999 MATTHEW STAEBLER	43.50						
1	04/28/26	TRAINING REIMBURSEMENT	43.50			1000 430000	340		101000
		Total for Vendor:	43.50						
131920	E	5739 MCLAUGHLIN AUCTIONEERS	1,551.00						
1	04/28/26	Library furniture	1,551.00			7000 411600	641		101000
		Total for Vendor:	1,551.00						

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131973	C	299 MENARDS (FIRE)	214.03						
1	04/17/26	FD Paint supplies/for stations	193.09			2060 415200	494		101000
78905									
2	04/17/26	FD Putty Knife	0.98			2060 415200	494		101000
78907									
3	04/30/26	FD 2 yard rakes	19.96			2060 415200	494		101000
79753									
		Total for Vendor:	214.03						
131811	C	5206 MENARDS (POLICE)	200.91						
PO - 200325									
1	04/22/26	training room tv install	200.91			1000 421000	641		101000
79180									
		Total for Vendor:	200.91						
131803	C	4622 MENARDS (PUBLIC WORKS)	28.15						
1	78755 04/15/26	Supplies - Eng	28.15			1000 414200	410		101000
78755									
131846	C	4622 MENARDS (PUBLIC WORKS)	1,571.17						
1	04/17/26	CLEANING SUPPLIES	65.44			1000 455000	433		101000
78899									
2	04/13/26	WASHER/SEALANT/CLAMP	22.40			1000 455000	420		101000
78608									
3	04/20/26	MAILBOX POST	62.98			6025 450000	433		101000
79035									
4	04/16/26	MISC SHOP SUPPLIES	55.06			6020 450000	433		101000
78810									
5	04/16/26	TUBING/ADAPTERS	40.26			6025 450000	439		101000
78822									
6	04/21/26	LUMBER	10.79			1000 430000	444		101000
79106									
7	04/20/26	MAILBOX REPAIR	13.96			1000 430000	444		101000
79041									
8	04/21/26	MULCH	200.00			1000 430001	358		101000
79108									

* ... 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
9 78749	04/15/26 NIPPLES		4.09			6025 450000	433		101000
10 79117	04/21/26 PUMP		279.95			6010 450200	420		101000
11 79284	04/23/26 WATER		276.36			6010 450200	500		101000
12 78744	04/15/26 FLOOR FANS		237.97			6010 450200	420		101000
13 79246	04/23/26 RISER CLAMPS		21.15			1000 430000	433		101000
14 79270	04/23/26 LAG SCREWS		9.16			1000 430000	433		101000
15 79177	04/22/26 TANK SPRAYER		16.97			1000 430000	432		101000
16 79361	04/24/26 TAPE/BLADES/CONCRETE		55.56			1000 430000	432		101000
17 79274	04/23/26 MAGNETIC TOOL		13.99			6020 450000	432		101000
18 79172	04/22/26 MAGNETIC SWEEPER		18.99			6020 450000	432		101000
19 79338	04/24/26 COUPLING/RACHET		126.93			6020 450000	432		101000
20 79336	04/24/26 TOOLBOX		39.16			6025 450000	433		101000
131898 1 78827	C 4622 MENARDS (PUBLIC WORKS) 04/16/26 HARDWARE		10.97 10.97			1000 455000	420		101000
Total for Vendor:			1,610.29						
131819 1 19130520215365	E 2766 MIDCONTINENT COMMUNICATIONS 15365 04/23/26 191305202 - 3050 Sheyenne		306.87 306.87			2310 452120	497		101000

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131974	E	2766 MIDCONTINENT COMMUNICATIONS	195.89						
1	04/27/26	FD May Services	195.89			2060 415200	527		101000
		37257170115371							
		Total for Vendor:	502.76						
131911	C	102 MIDSTATES WIRELESS	62.50						
1	04/28/26	#1218 plate light repair	62.50			1000 421000	427		101000
		207001303-1							
		Total for Vendor:	62.50						
131969	C	1854 MIDWEST TAPE	513.83						
1	04/15/26	DVD	68.91			7000 411600	664		101000
		508725400							
2	04/15/26	DVD	33.28			7000 411600	664		101000
		508725402							
3	04/21/26	DVD	77.91			7000 411600	664		101000
		508754530							
4	04/21/26	DVD	23.97			7000 411600	664		101000
		508754531							
5	04/21/26	DVD	55.44			7000 411600	664		101000
		508754532							
6	04/28/26	DVD	46.03			7000 411600	664		101000
		508786803							
7	04/28/26	DVD	208.29			7000 411600	664		101000
		508786805							
		Total for Vendor:	513.83						
131874	C	2121 MOEN PORTABLES & SEPTIC	36.25						
1	04/21/26	PORTABLE RENTAL	36.25			6010 450200	418		101000
		61014							
		Total for Vendor:	36.25						
131930	C	5517 MOHAWK LIFTS LLC	1,117.80						
1	04/27/26	FD (2) work light kits lifts	1,117.80			2060 415200	641		101000
		73157							
		Total for Vendor:	1,117.80						

* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131788	-93569E	4663 MUTUAL OF OMAHA	4,251.28						
1	04/17/26	Apr 2026 Contributions	4,251.28			1000 212515			101000
		Total for Vendor:	4,251.28						
131884	C	298 MVTL LABORATORIES	934.75						
1	04/24/26	WATER TESTING	934.75			6025 450000	335		101000
1354616									
		Total for Vendor:	934.75						
131790	-93567E	3546 NATIONWIDE INVESTMENT ADVISORS	11,506.00						
1	04/17/26	Apr 26 Post-Tax Contributions	3,182.00			1000 212551			101000
2	04/17/26	Apr 26 Pre-Tax Contributions	8,324.00			1000 212550			101000
		Total for Vendor:	11,506.00						
131888		3428 ND DEPARTMENT OF ENVIRONMENTAL	140.00						
1	04/20/26	BOILER INSPECTION CERTIFICATE	140.00			1000 455000	420		101000
N41439									
		Total for Vendor:	140.00						
131821		335 ND DEPT OF TRANSPORTATION	3,517.38						
1	0002628920	04/20/26 Project 2279	1,109.32			4802 480000	670		101000
0002628920									
2	0002628922	04/20/26 Project 2284	1,269.89			4133 480000	670		101000
0002628922									
3	0002628917	04/20/26 Project 2279	1,138.17			4802 480000	670		101000
0002628917									
		Total for Vendor:	3,517.38						
131782	-93618C	3541 ND FRATERNAL ORDER OF POLICE	2,706.00						
1	04/17/26	FOP Legal for Apr 2026	2,706.00			1000 212527			101000
		Total for Vendor:	2,706.00						
131793	-93564E	363 ND PERS	400.00						
Apr 2026									
1	04/17/26	Freadrich service credit purch	400.00			1000 212532			101000

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CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 04/20/26 to 05/01/26

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* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131801	-93563E	363 ND PERS	345,705.98						
1	04/30/26	Apr Payroll - Contributions	345,705.97			1000 212532			101000
2	04/30/26	Rounding	0.01			1000 414100	230		101000
131990	-93555E	363 ND PERS	11,903.16						
05/01/26	Payroll								
1	05/01/26	457b Def Comp - Contributions	11,903.16			1000 212532			101000
		Total for Vendor:	358,009.14						
131806	-93560E	1906 ND PUBLIC FINANCE AUTHORITY	23,562.50						
2009	Improvement Bond Payment								
1	04/22/26	Interest	8,362.50			3369 490000	720		101000
2	04/22/26	Agent Fee	200.00			3369 490000	740		101000
3	04/22/26	Principal	15,000.00			3369 490000	710		101000
		Total for Vendor:	23,562.50						
131902	C	756 NELCO FIRST AID	224.68						
1	04/23/26	FIRST AID SUPPLIES - SA	107.00			6010 450200	639		101000
260366									
2	04/23/26	FIRST AID SUPPLIES - PW	117.68			6020 450000	639		101000
260367									
		Total for Vendor:	224.68						
131941	C	1600 NELSON AUTO CENTER	47,127.00						
1	03/10/26	#5707 2026 RAM 2500	47,127.00			1000 430002	610		101000
F1T025									
		Total for Vendor:	47,127.00						
131798	C	2261 NETWORK CENTER INCORPORATED	1,100.00						
1	INV249418	04/20/26 IT Cloud Connect Agreement	1,100.00			1000 414104	497		101000
INV249418									
131980	C	2261 NETWORK CENTER INCORPORATED	1,969.45						
3	INV249574	04/28/26 Adobe Pro subs - Planning	127.46			1000 418000	497		101000
INV249574									
4	INV249574	04/28/26 Adobe Pro subs - Finance	124.17			1000 414100	497		101000
INV249574									

* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
5	INV249523	04/28/26 M365 Copilot annual subs (2	777.82			1000 414104	497		101000
	INV249523								
6	INV245003	01/30/26 Meraki switch stack removal	940.00			1000 414104	497		101000
	INV245003								
		Total for Vendor:	3,069.45						
131784	118427S	3543 NEW YORK LIFE INSURANCE &	6,584.00						
1	04/17/26	Deferred Comp EE Apr 2026	6,584.00			1000 212531			101000
		Total for Vendor:	6,584.00						
131864		3384 NIPPON SANSO MATHESON INC	61.60						
1	04/21/26	CYLINDER RENTAL	61.60			6020 450000	433		101000
	0033182296								
		Total for Vendor:	61.60						
131872		2035 NORTH CENTRAL RENTAL & LEASING,	188,990.00						
1	04/16/26	GRADER RENTALS	188,934.00			1000 430000	657		101000
	28RR00139017								
2	04/16/26	LOADER RENTAL	56.00			1000 430000	657		101000
	28RR00139015								
		Total for Vendor:	188,990.00						
131985	C	141 NORTHSTAR SAFETY, INC	124.00						
1	26-1079	04/29/26 Clothing - Eng	124.00			1000 414200	422		101000
	26-1079								
		Total for Vendor:	124.00						
131842	C	1715 NORTHWEST TIRE INC	559.20						
1	04/20/26	#3401 TIRES	559.20			1000 430000	427		101000
	26063280								
		Total for Vendor:	559.20						
131813	C	5440 NORTHWEST TIRE INC. (PD)	742.43						
1	04/22/26	#1226 tires	742.43			1000 421000	427		101000
	26063329								

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CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 04/20/26 to 05/01/26

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131912	C	5440 NORTHWEST TIRE INC. (PD)	43.51						
1	04/27/26	#1221 tire repair	43.51			1000 421000	427		101000
		26063421							
		Total for Vendor:	785.94						
131783	118430S	3542 NYLI FUNDS	966.00						
1	04/17/26	NYLI (Mainstay) Apr 2026	966.00			1000 212529			101000
		Total for Vendor:	966.00						
131838	C	753 O'DAY EQUIPMENT	123.69						
1	03/11/26	#4014 NOZZLE	123.69			6010 450200	610		101000
		INV178294							
		Total for Vendor:	123.69						
131830		4744 O'REILLY AUTOMOTIVE STORES, INC	328.44						
1	04/04/26	#1195 CV SHIFT	166.23			1000 421000	427		101000
		1932161719							
2	04/23/26	#164 02 SENSOR	35.20			1000 421000	427		101000
		1932168558							
3	04/21/26	#1195 WIRE MF CONN	7.99			1000 421000	427		101000
		1932167399							
4	04/22/26	#1185 WATER PUMP	119.02			1000 421000	427		101000
		1932167994							
131959		4744 O'REILLY AUTOMOTIVE STORES, INC	15.54						
2	04/21/26	HOSE CLAMP	15.54			1000 455000	433		101000
		1932167598							
		Total for Vendor:	343.98						
131913		276 OSTROMS ACE HARDWARE	379.94						
		PO - 200322							
1	07/08/26	K9/comfort dog food	379.94			1000 421000	915		101000
		230480							

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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
131983		276 OSTROMS ACE HARDWARE	40.74						
1	04/02/26	FD paint to repair boat traile	40.74			2060 415200	420		101000
230463									
		Total for Vendor:	420.68						
131945		5119 OSTROMS ACE HARDWARE (PW)	306.02						
1	04/06/26	KEY CUT	24.90			6010 450200	433		101000
230470									
2	03/26/26	CHAIN/LINKS	61.43			6010 450200	420		101000
230429									
3	04/06/26	HARDWARE RETURN	-5.16			1000 455000	420		101000
230471									
4	04/06/26	HARDWARE	5.16			1000 455000	420		101000
230468									
5	04/01/26	PASS LEVER	41.99			6010 450200	433		101000
230452									
6	04/14/26	UTIITY KNIFE	15.99			6020 450000	432		101000
230503									
7	04/10/26	HARDWARE/DRILL BITS	75.00			6020 450000	432		101000
230490									
8	04/14/26	EXT POLE/BRUSH	47.57			2210 428000	432		101000
230505									
9	04/13/26	HOSE CLAMPS	2.99			1000 455000	420		101000
230493									
10	04/06/26	HARDWARE	5.16			1000 455000	420		101000
230469									
11	04/23/26	TRASH CAN	22.99			1000 455000	420		101000
230564									
12	04/16/26	BUG REPELLANT	8.00			1000 455000	420		101000
230517									
		Total for Vendor:	306.02						
131966	C	2126 OVERDRIVE, INC	2,654.28						
1	04/21/26	EBOOK	1,103.30			7000 411600	650		101000
02139CO26131776									
2	04/21/26	AUDIOBOOK	1,653.78			7000 411600	650		101000
02139CO26131776									

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3	04/21/26 CREDIT		-102.80			7000 411600	650		101000
	02139CO26131776								
		Total for Vendor:	2,654.28						
131931	C 1648 PARKLAND USA CORPORATION DBA		238.74						
1	04/10/26 FD St 75 Def Fuel		238.74			2060 415200	424		101000
	162994-26								
131942	C 1648 PARKLAND USA CORPORATION DBA		24,382.30						
1	04/28/26 ETHANOL - 40TH		24,382.30			1000 140000			101000
	IN-187415-26								
		Total for Vendor:	24,621.04						
131962	3508 PAUL MONTPLAISIR		102.97						
1	04/27/26 PANTS REIMBURSEMENT		102.97			1000 430000	422		101000
		Total for Vendor:	102.97						
131777	118434S 3548 PERSHING		500.00						
1	04/17/26 Alerus - Apr 2026		500.00			1000 212525			101000
		Total for Vendor:	500.00						
131840	C 563 PETRO SERVE USA		226.35						
1	04/16/26 #4404 OIL		226.35			6010 450200	424		101000
	19283								
131879	C 563 PETRO SERVE USA		4.09						
1	04/22/26 PREMIUM		4.09			2210 428000	424		101000
	8339								
131982	C 563 PETRO SERVE USA		24.63						
1	04/15/26 FD shop gas cans		24.63			2060 415200	424		101000
	31471								
		Total for Vendor:	255.07						

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131932	C	2922 PIERRE FREEMAN	199.00						
1	04/27/26	Reimbursement IAME Dues	199.00			2060 415200	667		101000
		2026 Dues							
		Total for Vendor:	199.00						
131940	C	5431 PLOWOPS INC	2,040.00						
1	05/01/26	PLOWOPS SUBSCRIPTION (MAY)	2,040.00			1000 430000	497		101000
		05030							
		Total for Vendor:	2,040.00						
131828		4064 POMP'S TIRE SERVICE (ROYAL TIRE)	47.00						
1	04/21/26	#4302 FLAT REPAIR	47.00			6010 450200	427		101000
		2450016153							
131858		4064 POMP'S TIRE SERVICE (ROYAL TIRE)	324.95						
1	04/22/26	#4301 TIRES	324.95			6010 450200	427		101000
		2450016172							
131947		4064 POMP'S TIRE SERVICE (ROYAL TIRE)	524.90						
1	04/16/26	#4202 TIRES	524.90			6010 450200	427		101000
		2450016055							
		Total for Vendor:	896.85						
131834	C	916 PRAIRIE SUPPLY INC	124.80						
1	04/20/26	WOOD STAKE BUNDLE	79.80			1000 430000	432		101000
		0692188-IN							
2	04/23/26	WHITE WATER WAX	45.00			1000 430000	722		101000
		0692609-IN							
		Total for Vendor:	124.80						
131971		999999 RACHEL CLOW	432.99						
		Refund credit balance on account							
		156 33 Ave E							
		Acct #29237							
1	04/27/26	UB Refund	432.99			6020 214100			101000
		Total for Vendor:	432.99						

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131844		2982 RDO EQUIPMENT CO	349.70						
1	04/23/26	HATCHI OIL	349.70			4387 480000	424		101000
		P6010554							
		Total for Vendor:	349.70						
131780	-93619C	1464 RED RIVER VALLEY FOP LODGE #1	1,716.00						
1	04/17/26	FOP Dues Apr 2026	1,716.00			1000 212526			101000
		Total for Vendor:	1,716.00						
131894		5738 RED ROCK AUTO	49,528.68						
1	03/09/26	#5308 2026 CHEVY SILVERADO	49,528.68			1000 430001	610		101000
		FRT021							
131895		5738 RED ROCK AUTO	49,353.00						
1	04/01/26	#5706 2026 CHEVY SILVERADO	49,353.00			1000 430002	610		101000
		FRT022							
131896		5738 RED ROCK AUTO	49,577.68						
1	04/01/26	#3105 2026 CHEVY SILVERADO	49,577.68			1000 430000	610		101000
		FRT023							
		Total for Vendor:	148,459.36						
131831	C	1016 RED WING BUSINESS ADVANTAGE	233.74						
1	04/23/26	S POWERS BOOTS	233.74			6010 450200	422		101000
		4521802							
131877	C	1016 RED WING BUSINESS ADVANTAGE	212.49						
1	04/17/26	T TWEITEN BOOTS	212.49			6025 450000	422		101000
		4449161							
		Total for Vendor:	446.23						
131903	C	1182 REFRIGERATION HEATING INC	88.32						
1	04/23/26	AEROFLEX PIPE INSULATION	88.32			1000 455000	420		101000
		1590872							
		Total for Vendor:	88.32						

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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
131908		4412 ROBERT MUELLER	75.00						
1	04/29/26	leadership trning - meal reimb	75.00			1000 421000	340		101000
		Total for Vendor:	75.00						
131922		2913 RUSCO WINDOW CO INC	186.00						
1	04/21/26	St 76 Adjust Doors & fix lock	186.00			2060 415200	494		101000
22186									
		Total for Vendor:	186.00						
131897		E 3353 SAM'S CLUB MC/SYNCB	65.92						
1	04/17/26	PAPER PRODUCTS	65.92			6010 450200	500		101000
		Total for Vendor:	65.92						
131923		E 1881 SAM'S CLUB/SYNCHRONY BANK (FD)	331.20						
1	04/15/26	FD St 75 Station Supplies	207.96			2060 415200	500		101000
6591944216025									
2	04/15/26	FD St 76 Station Supplies	123.24			2060 415200	500		101000
3428251923704									
		Total for Vendor:	331.20						
131839		C 454 SANITATION PRODUCTS	121.34						
1	04/16/26	#3061 SENSOR	121.34			1000 430000	427		101000
96653									
		Total for Vendor:	121.34						
131968		4156 SARAH DAVIS	994.74						
1	04/15/26	PLA TRAVEL REIMBURSEMENT	994.74			7000 411600	340		101000
		Total for Vendor:	994.74						
131906		450 SCHEELS	239.98						
		PO - 200324							
		PO - 200326							
1	04/26/26	boots - new office adigun	200.00			1000 421000	422		101000
42433									
2	04/29/26	bike maintenance	39.98			1000 421000	641		101000
42440									

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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
131914		450 SCHEELS	300.00						
	PO - 200321								
1	04/23/26	bike patrol - newman	300.00			1000 421000	422		101000
42430									
		Total for Vendor:	539.98						
131964		2271 SCOTT RUDOLPH	43.50						
1	04/28/26	TRAINING REIMBURSEMENT	43.50			1000 430000	340		101000
		Total for Vendor:	43.50						
131882		5713 SCOTT'S ELECTRIC	55,782.73						
1	PROJ 9061		55,782.73			4188 480000	670		101000
		Total for Vendor:	55,782.73						
131993 -93553E		5570 SHEYENNE 32 EAST LLC	699.67						
3150		Sheyenne St - Unit A							
1	May 2026 05/01/26	CAM/Operating Exp - May	484.00			2960 411900	416		101000
3150		Sheyenne St - Unit A							
2	May 2026 05/01/26	Parking Fee - May	79.17			2960 411900	416		101000
3150		Sheyenne St - Unit A							
3	May 2026 05/01/26	Plaza Fee - May	136.50			2960 411900	416		101000
3150		Sheyenne St - Unit A							
		Total for Vendor:	699.67						
131815	C	2885 SHORTPRINTER	368.90						
1	04/13/26	notary stamp - williams	59.50			1000 421000	667		101000
172334									
2	04/13/26	bc for civilians	309.40			1000 421000	410		101000
172409									
131915	C	2885 SHORTPRINTER	247.38						
1	04/20/26	citation envelopes	247.38			1000 421000	360		101000
172753									

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131933	C	2885 SHORTPRINTER	146.34						
1	04/14/26	FD Chief Cards	146.34			2060 415200	360		101000
172474									
131955	C	2885 SHORTPRINTER	59.50						
1	04/24/26	notary stamp - hanson	59.50			1000 421000	667		101000
172747									
		Total for Vendor:	822.12						
131796	C	5199 SIGN BADGERS	289.00						
1	36645 04/10/26	Die cut stickers - Comm	289.00			1000 416200	602		101000
36645									
		Total for Vendor:	289.00						
131812	C	3642 SIGN PRO	180.00						
1	04/20/26	#1195 graphic removal	180.00			1000 421000	610		101000
94051									
		Total for Vendor:	180.00						
131892	C	91 SIGN SOLUTIONS USA	4,172.09						
1	04/17/26	TRAFFIC CONES	1,466.28			1000 430000	487		101000
422611									
2	04/23/26	SIGNS	2,705.81			1000 430000	487		101000
422709									
		Total for Vendor:	4,172.09						
131861		360 SIX ROBBLEES INC	78.54						
1	04/20/26	GREASE SEAL	78.54			1000 430000	427		101000
26P9351									
		Total for Vendor:	78.54						
131860	C	3652 SNAP-ON TOOLS INDUSTRIAL	294.66						
1	04/15/26	PROJ 9061	294.66			4188 480000	670		101000
ARV/67745434									

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131950	C	3652 SNAP-ON TOOLS INDUSTRIAL	28.13						
1	04/15/26	TOOLS	28.13			1000 455000	432		101000
		ARV/67743485							
		Total for Vendor:	322.79						
131823		5227 SOLBERG STEWART MILLER	1,760.00						
1	9846-000M1 04/27/26	Professional Services - Ap	275.00			1000 412000	309		101000
		9846-000M1 - 04/26							
2	9846-000M1 04/27/26	Professional Services - Ma	1,485.00			1000 412000	309		101000
		9846-000M1 - 03/26							
		Total for Vendor:	1,760.00						
131934	C	3516 STEIN'S INC	608.75						
1	04/14/26	FD paper products/both station	608.75			2060 415200	500		101000
		973030							
		Total for Vendor:	608.75						
131880		816 STRUCTURAL MATERIALS, INC	1,179.00						
1	04/13/26	REBAR 1/2X20'	1,179.00			6010 450200	420		101000
		00778346							
		Total for Vendor:	1,179.00						
131845	C	733 SWANSTON EQUIPMENT CORP	332.46						
1	04/23/26	FILTERS	57.52			1000 430001	427		101000
		P23007							
2	04/20/26	#7014 PIN	274.94			4387 480000	427		101000
		P22921							
131951	C	733 SWANSTON EQUIPMENT CORP	588.40						
1	04/24/26	FILTERS	588.40			1000 430000	427		101000
		P23074							
		Total for Vendor:	920.86						

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131822		3532 TECH SALES CO	151,535.00						
1	329679	04/22/26 Project 1351	150,885.00			4221 480000	670		101000
	329679								
2	329691	04/24/26 Project 1351	650.00			4221 480000	670		101000
	329691								
		Total for Vendor:	151,535.00						
131938		1156 TESSMAN	1,710.00						
1	04/27/26	CEDAR BALES	1,710.00			1000 430001	358		101000
	S432841-IN								
		Total for Vendor:	1,710.00						
131862		1900 THE UPS STORE #5998	8.48						
1	04/24/26	SHIPPING	8.48			1000 430000	427		101000
		Total for Vendor:	8.48						
131935	C	3411 THE UPS STORE #6740	47.05						
1	04/17/26	FD send part/ Pierce	47.05			2060 415200	661		101000
	WFFD								
		Total for Vendor:	47.05						
131961	C	3483 TITAN MACHINERY - CASSELTON	66.50						
1	04/27/26	#369 WIPER BLADES	66.50			1000 430000	427		101000
	PS1172446-1								
		Total for Vendor:	66.50						
131850	C	3352 TITAN MACHINERY - FARGO	1,009.15						
1	04/24/26	#369 FILTERS	95.65			1000 430000	427		101000
	PS1169963-1								
2	04/16/26	#4404 OIL/CARTRIDGE	913.50			6010 450200	427		101000
	PS1154720-1								
		Total for Vendor:	1,009.15						

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131876		1234 TOOL WAREHOUSE INC	68.32						
1	04/17/26	DRIVE W/EXTENSION	68.32			6020 450000	432		101000
		0286091-IN							
		Total for Vendor:	68.32						
131984	C	665 TWIN CITY GARAGE DOOR	320.00						
1	04/29/26	FD St 76 Overhead Door Inspect	320.00			2060 415200	428		101000
		451232489							
		Total for Vendor:	320.00						
131887		2136 ULINE INC	227.15						
1	04/08/26	CLEANERS - GLOVES	227.15			1000 455000	500		101000
		206458840							
		Total for Vendor:	227.15						
131810	C	4067 UNITED TACTICAL SYSTEMS LLC	6,269.97						
1	04/21/26	less lethal	6,269.97			1000 421000	987		101000
		0106609-IN							
131905	C	4067 UNITED TACTICAL SYSTEMS LLC	858.03						
1	04/29/26	pepperball launcher	858.03			1000 421000	987		101000
		0106912-IN							
		Total for Vendor:	7,128.00						
131785	-93617C	1562 UNITED WAY OF CASS-CLAY	47.00						
1	04/17/26	Apr 2026 Contributions	47.00			1000 212536			101000
		Total for Vendor:	47.00						
131791	-93566E	4665 UNUM	13,155.73						
1	04/17/26	Apr 26 Employee Contributions	7,235.46			1000 212514			101000
2	04/17/26	Apr 26 Employer Contributions	5,920.27			1000 212514			101000
		Total for Vendor:	13,155.73						

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131943 1	C PROJ 9061	5649 VALOR CONTRACTING LLC	816,155.45 816,155.45			4188 480000	670		101000
		Total for Vendor:	816,155.45						
131868 1 6540		5737 VANTAGE 04/13/26 #7604 FLAP STRIPS	280.00 280.00			4387 480000	610		101000
		Total for Vendor:	280.00						
131792 1	-93565E 04/17/26	4662 VOYA Apr 2026 Contributions	564.00 564.00			1000 212511			101000
		Total for Vendor:	564.00						
131848 1 01P706046 2 01P708250 3 01P709130 4 01P708489	C 04/16/26	544 WALLWORK TRUCK CENTER #7048 ROUND STT RED	983.67 14.78			4387 480000	427		101000
		04/22/26 #4100 SHOES/KIT	708.07			6010 450200	427		101000
		04/24/26 #4100 ADJUSTER RETURN	-168.98			6010 450200	427		101000
		04/23/26 #7046 SHOCK ABSORBERS	429.80			4387 480000	427		101000
131853 1 01P707152	C 04/23/26	544 WALLWORK TRUCK CENTER LAMP MARKER	12.87 12.87			1000 430000	427		101000
		Total for Vendor:	996.54						
131824 1	C 04/30/26	2945 WEST FARGO AREA COMMUNITY Jan-April 2026 Reimbursement	1,532.80 1,532.80			1000 415000	374		101000
		Total for Vendor:	1,532.80						
131804 1	C 04/23/26	566 WEST FARGO PARK DISTRICT April 2026 State Aid	86,982.32 86,982.32			2050 451000	992		101000
		Total for Vendor:	86,982.32						

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131855	C	2184 WEST SIDE STEEL	464.35						
1	04/21/26	GATE REPAIR @ LIGHTS	44.46			6010 450200	420		101000
14954									
3	04/20/26	REC/SQ TUBES	419.89			1000 430000	433		101000
14941									
		Total for Vendor:	464.35						
131958		4129 WESTERN NATIONAL MUTUAL INS CO	50.00						
1	04/28/26	notary renewal - werner	50.00			1000 421000	667		101000
82525									
		Total for Vendor:	50.00						
131988	-93557E	3549 WEX FSA	6,726.42						
1	05/01/26	Med FSA - 05/01/26 payroll	1,104.55			1000 212530			101000
2	05/01/26	Dep FSA - 05/01/26 payroll	5,309.37			1000 212523			101000
3	05/01/26	Dep FSA - 05/01/26 payroll	312.50			8000 453000	110		101000
		Parks							
		Total for Vendor:	6,726.42						
131776	-93751E	4676 WEX HSA	45,091.77						
		04.17.26 Payroll							
1	04/17/26	HSA Contributions - ER & EE	40,848.85			1000 212530			101000
2	04/17/26	HSA Contributions - ER & EE	4,242.92			8000 453000	110		101000
		Parks							
131989	-93556E	4676 WEX HSA	45,446.99						
		05.01.26 Payroll							
1	05/01/26	HSA Contributions - ER & EE	40,776.99			1000 212530			101000
2	05/01/26	HSA Contributions - ER & EE	4,670.00			8000 453000	110		101000
		Parks							
		Total for Vendor:	90,538.76						
131779	118451S	3827 WF Firefighters Association	1,300.00						
1	04/17/26	Fire Union Dues Apr 2026	1,300.00			1000 212552			101000
		Total for Vendor:	1,300.00						

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
131967	C	549 WF PUB SCHOOLS DIST #6	10,643.55						
1	04/17/26	MAY RENT	10,643.55			7000 411600	389		101000
260345									
		Total for Vendor:	10,643.55						
131869	C	5528 WORLD INSURANCE ASSOCIATES LLC	1,420.00						
1	04/28/26	#3105 VEH INSURANCE	707.00			1000 430000	610		101000
482412									
2	04/28/26	#5308 VEH INSURANCE	707.00			1000 430001	610		101000
482412									
3	04/27/26	CT ROOM INS	6.00			1000 415000	321		101000
482214									
131963	C	5528 WORLD INSURANCE ASSOCIATES LLC	975.00						
1	04/28/26	#5706 INSURANCE	975.00			1000 430002	610		101000
482650									
		Total for Vendor:	2,395.00						
131818	E	338 XCEL ENERGY	87.70						
1	974916785	04/23/26 New City Hall (WEX Bldg)	87.70			1001 415000	527		101000
974916785									
131904	E	338 XCEL ENERGY	1,118.70						
1	04/24/26	60L	68.51			6020 450000	527		101000
975071797									
2	04/24/26	309 2ND AVE W	22.07			1000 430002	527		101000
975084891									
3	04/24/26	1100 12TH AVE NW	168.55			6020 450000	527		101000
975100206									
4	04/24/26	SM33	91.46			6020 450000	527		101000
975061541									
5	04/24/26	1100 12TH AVE NW	235.63			6020 450000	527		101000
975095013									
6	04/24/26	312 5TH AVE W	246.93			1000 430002	527		101000
975078161									
7	04/24/26	901 10TH AVE E	50.44			1000 430002	527		101000
975101667									

* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
8 974907242	04/23/26 344	SHEYENNE - SHEYENNE PLAZA	20.24			2310 452120	527		101000
9 974935388	04/23/26 300	SHEYENNE - PIONEER PLAZA	50.24			2310 452120	527		101000
10 974351411	04/20/26 SM75		52.39			6020 450000	527		101000
11 974290159	04/20/26	TRANSFER STATION	112.24			6010 450200	527		101000
131918 1 975086788	E 04/21/26 march 2026	338 XCEL ENERGY 603/605 Shey St	23.80 23.80			1000 421000	527		101000
Total for Vendor:			1,230.20						
131889 1 13409	C 04/21/26	1484 YHR PARTNERS PROJ 9061	10,818.29 10,818.29			4188 480000	418		101000
Total for Vendor:			10,818.29						
131899 1 9012662006	C 04/15/26	582 ZEP SALES AND SERVICE CLEANING PRODUCTS - PW	180.03 180.03			6020 450000	500		101000
131937 1 9012636973	C 04/09/26	582 ZEP SALES AND SERVICE CLEANING SUPPLIES	1,349.40 1,349.40			6020 450000	500		101000
Total for Vendor:			1,529.43						
# of Claims			218	Total:	3505,106.68	# of Vendors	57		
Total Electronic Claims			2827,969.92						
Total Non-Electronic Claims			677136.76						

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

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

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

Presented By: Jerry Wallace, City Engineer

New Information: At the April 6, 2026, Commission Meeting, the City Commission reviewed bids and awarded contract to Sellin Brothers, Inc. 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:

- Associated Resolution
- Notice to Proceed

Previously Presented Information & Commission Actions:

April 6, 2026 –

- **Staff Recommendation:** Approval of the Resolution of Governing Body
- **Commission Action:** Commissioner Jorgensen moved and Commissioner Anderson seconded to approve. Commissioner Olson was absent and not voting. No opposition, motion carried
- **Staff Recommendation:** Accept Bid and Award Contract, Contingent upon NDDEQ Environmental Review Approval
- **Commission Action:** Commissioner Jorgensen moved and Commissioner Anderson seconded to approve. Commissioner Olson was absent and not voting. No opposition, motion carried

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 –

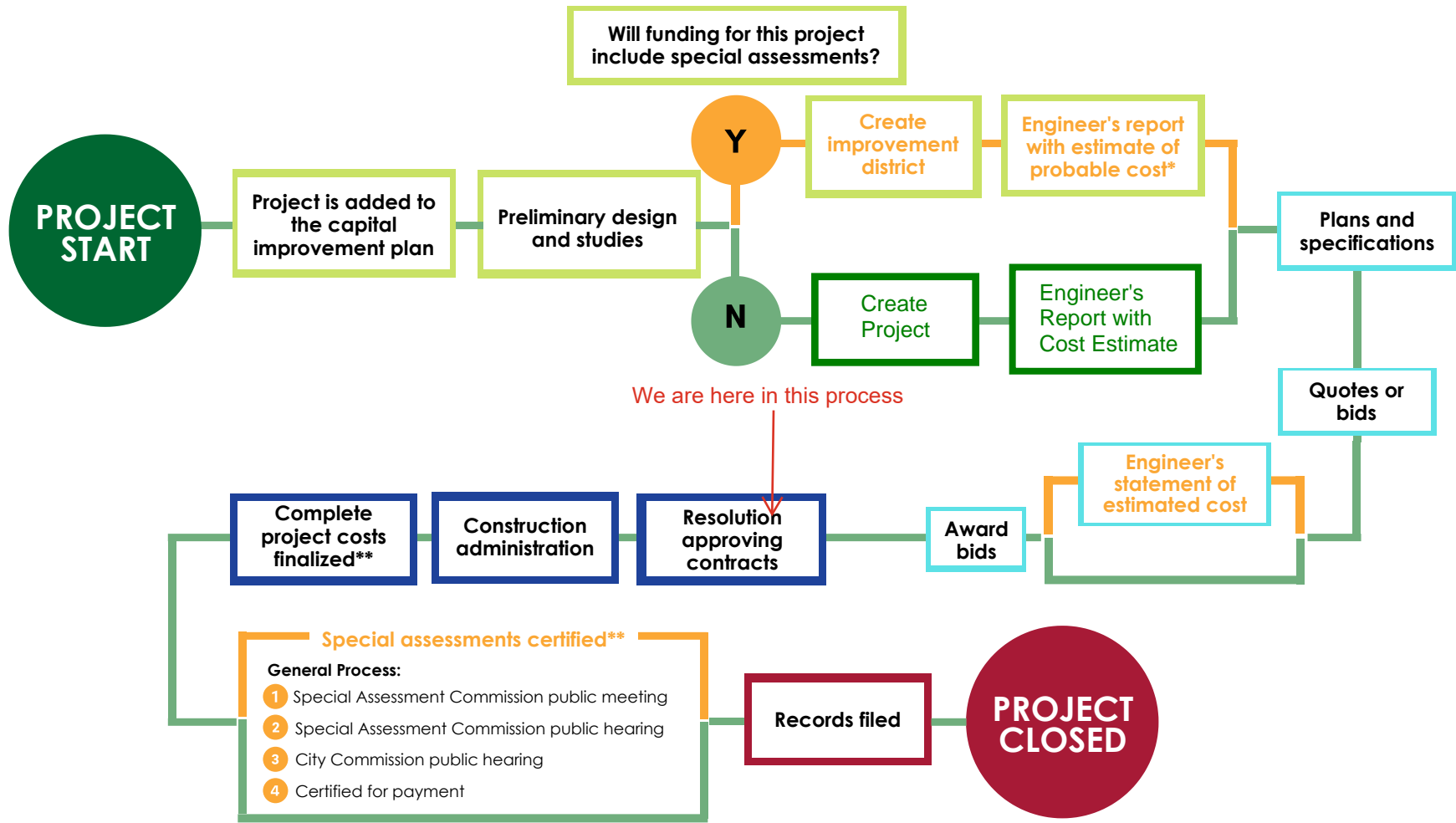
- **Staff Recommendation:** Create Improvement District No. 3009, Direct Engineer to prepare Engineer's Report and Approve Task Order No. 97
- **Commission Action:** Commissioner Jorgensen moved, and Commissioner Anderson seconded to approve. No opposition, motion carried.

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.

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING CONTRACT AND CONTRACTOR'S BOND IN
IMPROVEMENT DISTRICT NO. 3009
NEW WATER SUPPLY, SEWERAGE, STREET SYSTEMS; AND INCIDENTALS

BE IT RESOLVED by the City Commission of the City of West Fargo, North Dakota, that it is hereby found, determined and declared that the general contract heretofore entered into by and between the City of West Fargo and Sellin Brothers, Inc. is in full conformity with the law, including Section 40-22-36 of the North Dakota Century Code; that the contractor's bond of Sellin Brothers, Inc. 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: May 4, 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.: 3009
Engineer: Moore Engineering, Inc. Engineer's Project No.: 30291
Contractor: Sellin Brothers, Inc. Contractor's Project No.: _____
Project: 1st Avenue East (Sheyenne St.- 4th St.)
Contract Name: Improvement District No. 3009
Effective Date of Contract: May 4, 2026

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on May 4, 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. [Note any access limitations, security procedures, or other restrictions]

Owner: City of West Fargo
By *(signature)*: _____
Name *(printed)*: Bernie L. Dardis
Title: President of the Board of City Commissioners
Date Issued: May 4, 2026

Copy: Engineer

Item Title: Sanitary Sewer Improvements – Mapleton / West Fargo Force Main Connection

Requested Action/Staff Recommendation: Create Project No. 1359 and Direct Engineer to prepare and Engineer's Report

Presented By: Jerry Wallace, City Engineer

New Information: On April 20, 2026, the City Commission voted to approve upsizing a City of Mapleton force main connection to the City of West Fargo Municipal Sewer System, to provide a connection point for future service areas to tie into. This action was presented as part of a recommendation that came from Project No. 9021 – Wastewater Serviceability and Risk Reduction Study. This action would create the new project and authorize the engineer to prepare an engineer's report.

Background & Project Summary: In May of 2019, the City of West Fargo entered into a Sewer Agreement with the City of Mapleton for the purposes of Mapleton to pump their sewage flows to West Fargo. This agreement is in the process of being modified to reflect current uses, flows and rates.

The City of Mapleton is slated to bid a project out within the next few months where they will be constructing a sanitary sewer force main from Mapleton to connect to the City of West Fargo's sewage collection system in the location of SA-40. With their proposed force main going west to east following the railroad, it will be within approximately ½ mile of the Raymond Interchange.

As part of the Wastewater Serviceability Study that is ongoing, servicing future growth area land with sanitary sewer is a challenge as our existing system is at capacity. This means servicing our growth area to the west and southwest will likely need to be pumped around the west side of the city and eventually to the point of connection in the vicinity of SA-40.

Staff is proposing that in addition to the above-mentioned modifications to the existing Sanitary Agreement that it also be modified to reflect the force main to be upsized from 38th St NW to the connection point near SA-40 from their proposed 14" forcemain to a 24" force main. This would allow a 20" force main to be connected at this point which could be used to service the area to the north of 12th Avenue, around the Raymond Interchange as well as West 94 Growth Area to the south.

By making this proposed improvement, the cost of upsizing the force main would be greatly less than West Fargo installing its own force main for servicing this area. The force main with this modification, would be able to service a minimum of 2,500 acres of land and would put the city in a position to be able to develop in the areas mentioned above much sooner and less costly than completing our own forcemain project at some point in the future.

Financial Analysis: Preliminary estimates are that the increased construction costs of increasing the size of the force main to accommodate both Mapleton and West Fargo sanitary sewer flows would be approximately \$1,500,000. Their project would be bid with the upsizing as an alternate so that after the project has been bid it would be able to be brought before the Commission for final approval. With soft costs included it's estimated that the overall cost of these improvements will be less than \$2,000,000.

The funds used to pay for these improvements could be Capital Improvement Sales Tax, Economic Development Sales Tax or a bond/loan. This is yet to be determined.

As was done with the construction of SA-27 to service unincorporated areas south of Interstate I-94, it is proposed that a hook-up fee be established which would be paid to the city upon platting of future growth areas.

If approved to move forward, a new project number will be created for these improvements with an Engineer's Report. In that report there will be a more detailed cost analysis with additional information on the service area of the force main along with a recommendation of how to pay for these improvements and an estimated proposed hook-up fee to reimburse the city for these improvements as well as.

Policy Analysis: Creation of the project is consistent with the City's policy of pursuing responsible, cost-effective growth in priority areas identified in the City's Growth Area Master Plan. The proposed forcemain supports orderly, contiguous development rather than leapfrog infrastructure expansion, reducing both initial installation and long-term maintenance costs.

Supporting Documents:

- Associated Resolutions

Previously Presented Information & Commission Actions:

None

West Fargo City Commission

Bernie Dardis, Commission President

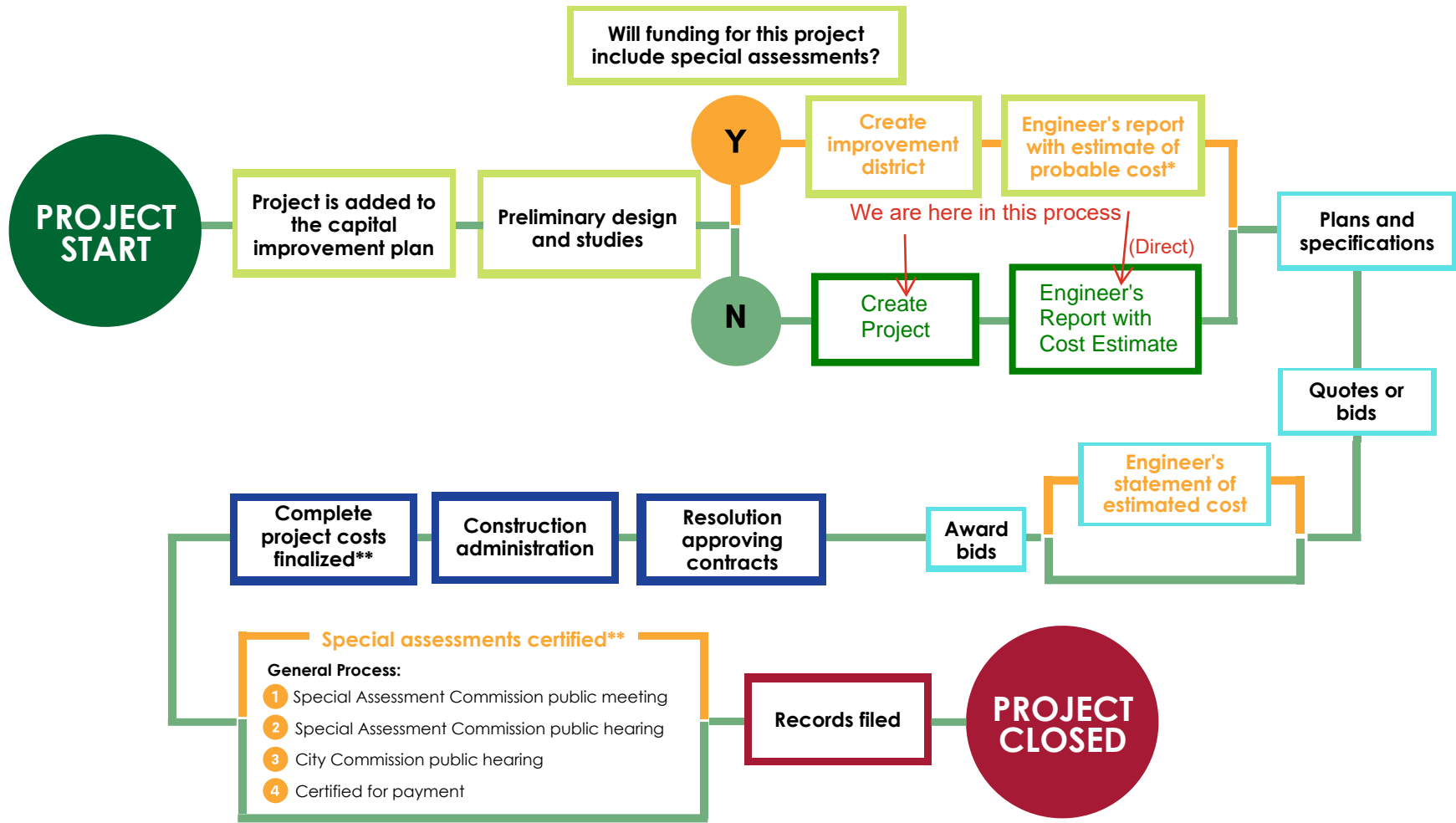
Brad Olson, Commission Vice President

Roben Anderson, Rory Jorgensen, Amy Zundel, Commissioners

Dustin Scott, City Administrator

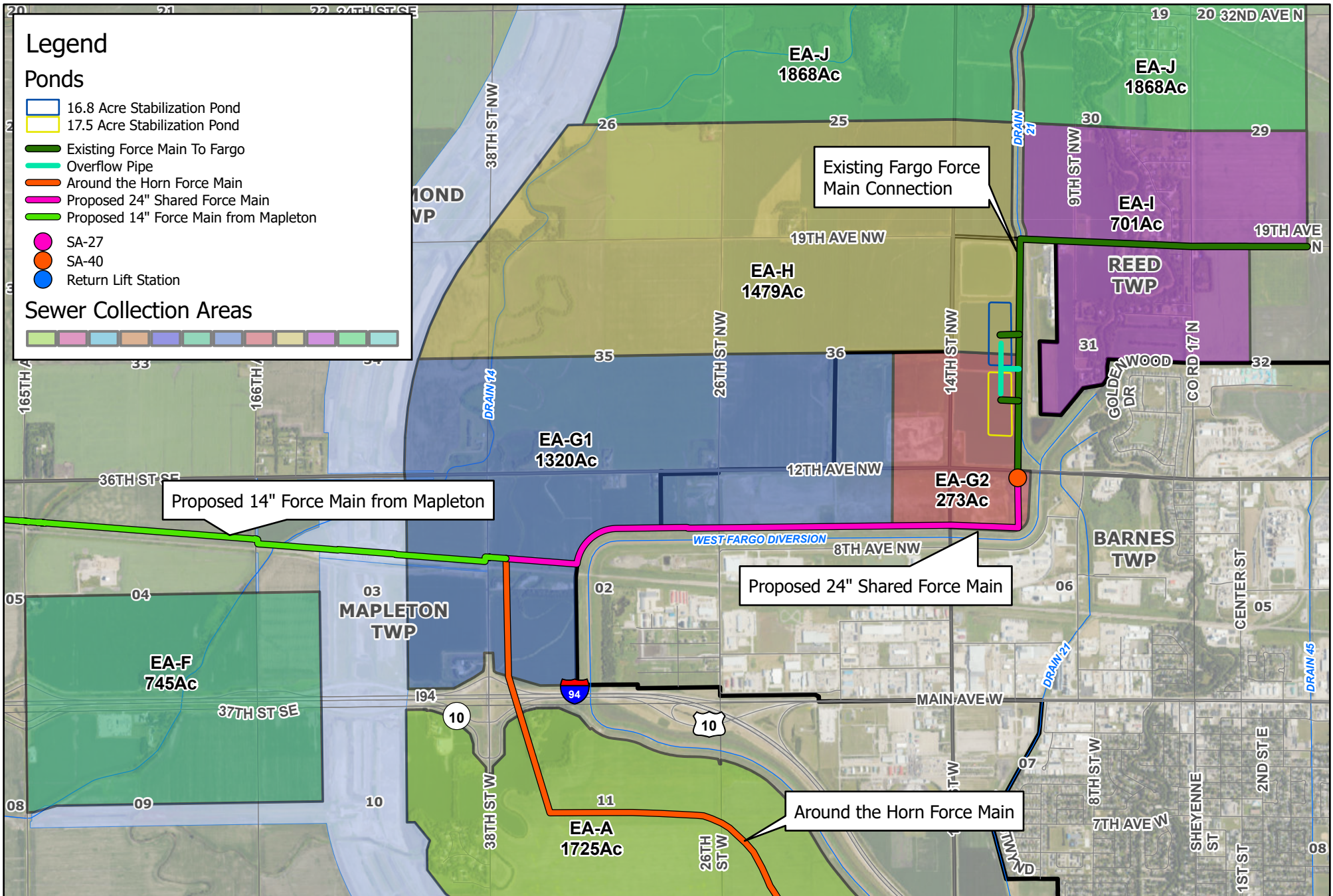
Process for Contracts and Improvements

Improvement Process Overview

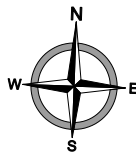


*The City of West Fargo creates an engineer's report and estimate of probable cost for most projects, but is legally required to do so for projects using special assessment funding.

**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.



**SHARED FORCE MAIN WITH MAPLETON
WEST FARGO PROJECT NO. 9021
WEST FARGO, NORTH DAKOTA**



Created By: HS Date Created: 03/16/26 Date Saved: 03/16/26 Date Plotted: N/A Date Exported: 03/16/26
 Plotted By: Parcel Date: XX/XX/20 Aerial Image: 2025 ND NAIP SIDS Elevation Data: Lidar
 Horizontal Datum: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet Vertical Datum: NAVD1988
 Q:\Projects\30000\30200\30278\WfgoRedundantMasterLiftStation\GIS\APRX\30278_GrowthAreasAlternateMaps_20260122\Growth Area Alternate Maps.aprx

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION CREATING PROJECT NO. 1359 – SANITARY SEWER IMPROVEMENTS –
MAPLETON/WESTFARGO FORCE MAIN CONNECTION 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. 1359 – Sanitary Sewer Improvements – Mapleton/West Fargo Force Main Connection of the City of West Fargo; and

WHEREAS, it is deemed necessary to establish such a Sanitary Sewer Improvements Project within the City of West Fargo;

NOW THEREFORE, be it resolved as follows:

That there is hereby created Project No. 1359 – Sanitary Sewer Improvements – Mapleton/West Fargo Force Main Connection of the City of West Fargo, North Dakota.

Dated: May 4, 2026

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

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

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION DIRECTING ENGINEER TO PREPARE REPORT

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, deeming it necessary to make certain improvements consisting of piping, structures, valves, electrical controls, and other essential infrastructure necessary to provide a sanitary sewer force main to the area and properties in connection with the above specified improvements, be constructed and made in Project No. 1359 – Sanitary Sewer Improvements – Mapleton/West Fargo Force Main Connection of the City of West Fargo, the City hereby directs Jerry Wallace, the Engineer for the City of West Fargo and being a competent engineer, to prepare a report as to the general nature, purpose and feasibility of the proposed project and an estimate of the probable cost of the work.

Dated: May 4, 2026

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

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



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 GAMING DIVISION
 SFN 9338 (8-2025)

Applying for (check one)

Local Permit Restricted Event Permit*

Games to be conducted Raffle by a Political or Legislative District Party

Bingo Raffle Raffle Board Calendar Raffle Sports Pool Poker* Twenty-One* Paddlewheels*

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.
LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group The American Legion Department of North Dakota		Dates of Activity (Does not include dates for the sales of tickets) 11/10/2026	
Organization or Group Contact Person Don Herry	E-mail adjutant@ndlegin.org	Telephone Number 701-293-3120	
Business Address 405 West Main Ave Suite 4A	City West Fargo	State ND	ZIP Code 58078
Mailing Address (if different) PO Box 5057	City West Fargo	State ND	ZIP Code 58078

SITE INFO

Site Name The American Legion Department of North Dakota	County Cass
Site Physical Address 405 West Main Ave Suite 4A	City West Fargo
	State ND
	ZIP Code 58078

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)
Raffle Drawing on 11/10/2026

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	1st Place - \$2000	2000
Raffle	2nd Place - \$1000	1000
Raffle	3rd and 4th Place - \$200 each 5th-10th Place - \$100 each	1000
Total (limit \$50,000 per year)		\$ 4000

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Support the four pillars of the American Legion, assisting veterans and other programs

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)
 Yes No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)
 Yes No

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)
 No Yes - Total Retail Value: (This amount is part of the total prize limit for \$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 Don Herry	Telephone Number 701-293-3120	E-mail Address info@ndlegion.org
Signature of Organization Group's Permit Organizer 	Title Adjutant	Date 4-9-2026



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (9-2023)

Applying for (check one)

Local Permit Restricted Event Permit*

Games to be conducted

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 <i>Red River Valley Lacrosse Assoc.</i>		Dates of Activity (Does not include dates for the sales of tickets) <i>May 4th, 2026</i>	
Organization or Group Contact Person <i>Ryan Kava</i>		E-mail <i>rrvulax@gmail.com</i>	Telephone Number
Business Address <i>4265 45th St S. STE 111-14</i>		City <i>Fargo</i>	State <i>ND</i>
Mailing Address (if different)		City	ZIP Code <i>58104</i>

SITE INFO

Site Name <i>West Fargo Soccer Complex</i>		County <i>Cass</i>	
Site Physical Address <i>1010 13th Ave W.</i>		City <i>West Fargo</i>	State <i>ND</i>
			ZIP Code <i>58078</i>

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.)
May 4th - 2 raffle boards, to be drawn the 4th.

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

Game Type	Description of Prize	Exact Retail Value of Prize
<i>raffle board</i>	<i>donated goods & gift cards of various value. Total prize valuation of \$1000</i>	
	<i>- radar (\$35), paddle board (\$200), cooler pkg (\$200)</i>	
	<i>- gift cards (\$200), food items (\$200)</i>	
	<i>- sport gear (\$200)</i>	
	Total (limit \$40,000 per year)	\$ <i>1000.00</i>

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
support of event of non-profit youth sports org.

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)

Yes No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)

Yes No

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)

No Yes - Total Retail Value: _____ (This amount is part of the total prize limit for \$40,000 per fiscal year)

Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)

Yes No

Printed Name of Organization Group's Permit Organizer <i>Sarah Radel</i>	Telephone Number <i>701-361-7878</i>	E-mail Address <i>Sarah.radel@gmail.com</i>
Signature of Organization Group's Permit Organizer <i>[Signature]</i>	Title <i>member</i>	Date <i>9/24/2024</i>



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
Prairie Public Broadcasting, Inc.

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 Marge's Supper Club & Casino			
Street 675 13th Ave E	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" 1	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) entire facility, excluding restrooms			
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 type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input checked="" 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



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
North Dakota Association for The Disabled, Inc.

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
Bordertown Bar & Grill

Street 807 Main Ave E	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" 1
---	--	---

Specific location where games of chance will be conducted and played at the site (required)
Gaming will be conducted in the entire bar (excluding restrooms).

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 checked="" 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 type="checkbox"/> Poker |
| <input type="checkbox"/> ELECTRONIC 50/50 Raffle | <input type="checkbox"/> Punchboard | <input type="checkbox"/> Calcuttas |
| <input checked="" type="checkbox"/> Pull Tab Jar | <input checked="" 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 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)
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If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General	Date
Signature of City/County Official	Date

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: 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.

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:		5-04-2026	

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:

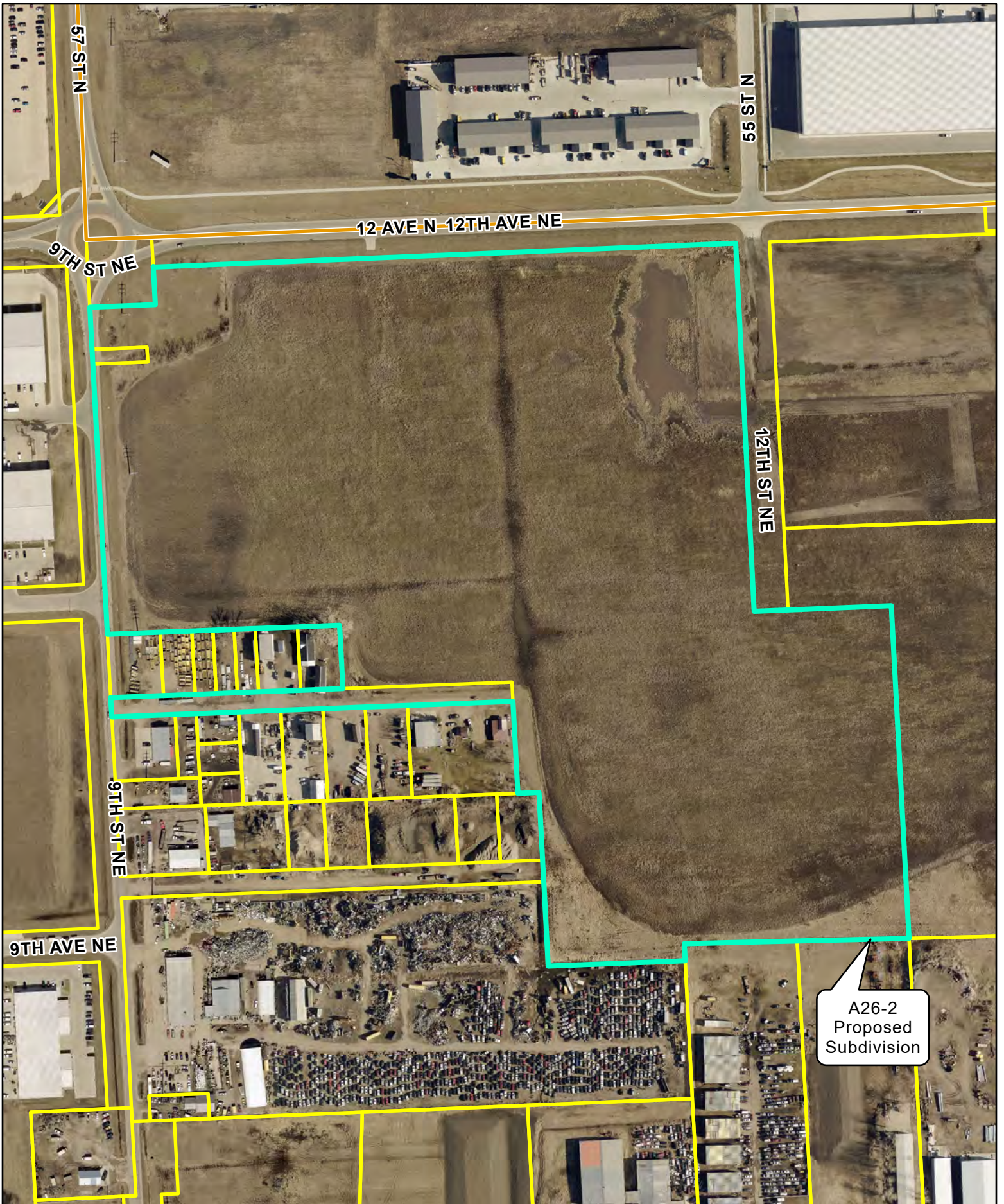
1. The applicant continues to work with staff as to the details of the public improvements in relation to the plat and that a signed Public Dedication Agreement and a signed Subdivision Development Agreement are submitted prior to final plat approval, outlining such details.

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





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

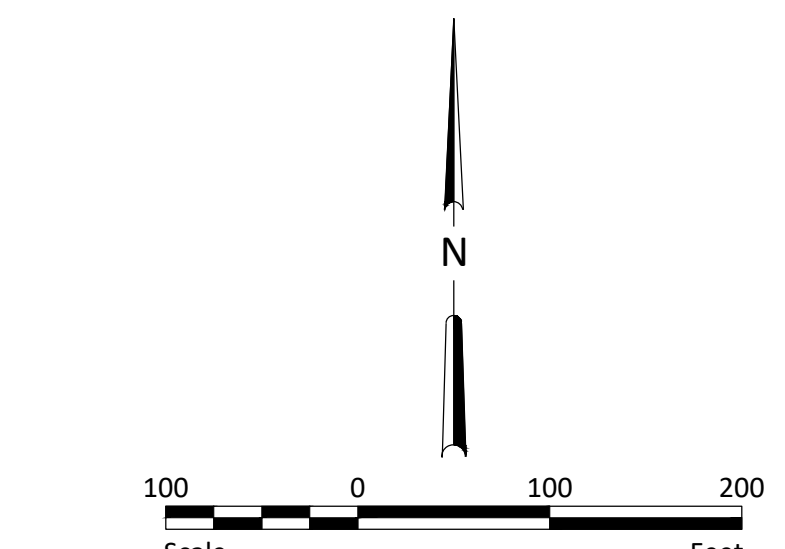
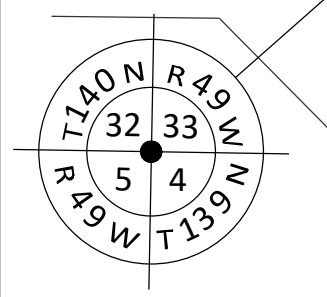
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175
350

US Feet

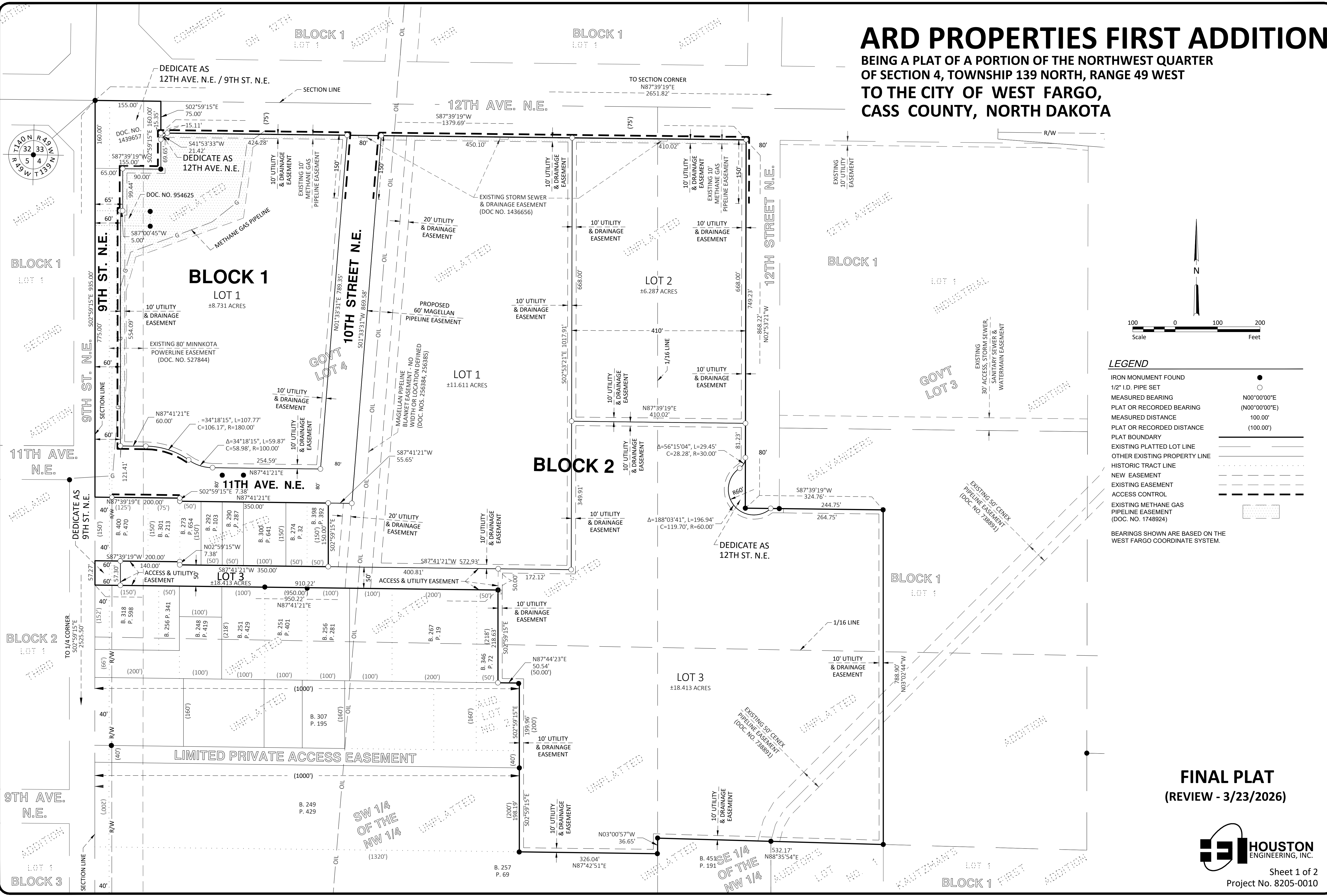
ARD PROPERTIES FIRST ADDITION

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.	



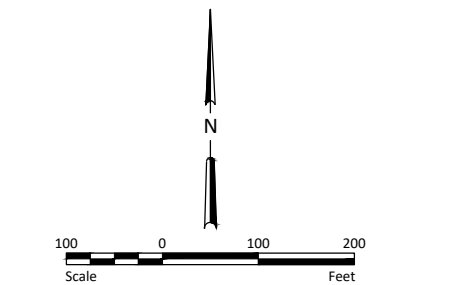
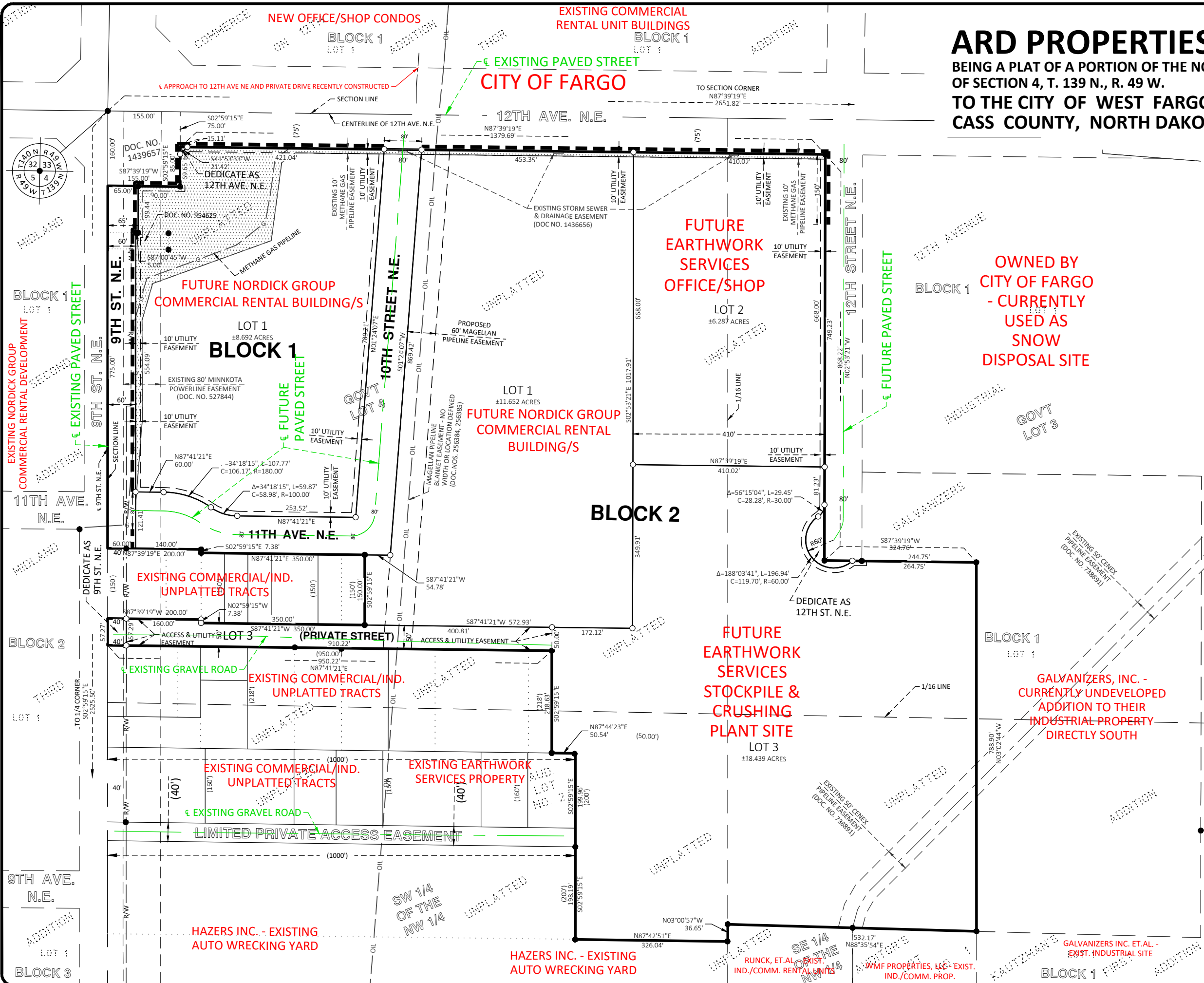
FINAL PLAT
(REVIEW - 3/23/2026)



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

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PLAT BOUNDARY	—————
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OTHER EXISTING PROPERTY LINE	-----
NEW EASEMENT	-----
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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

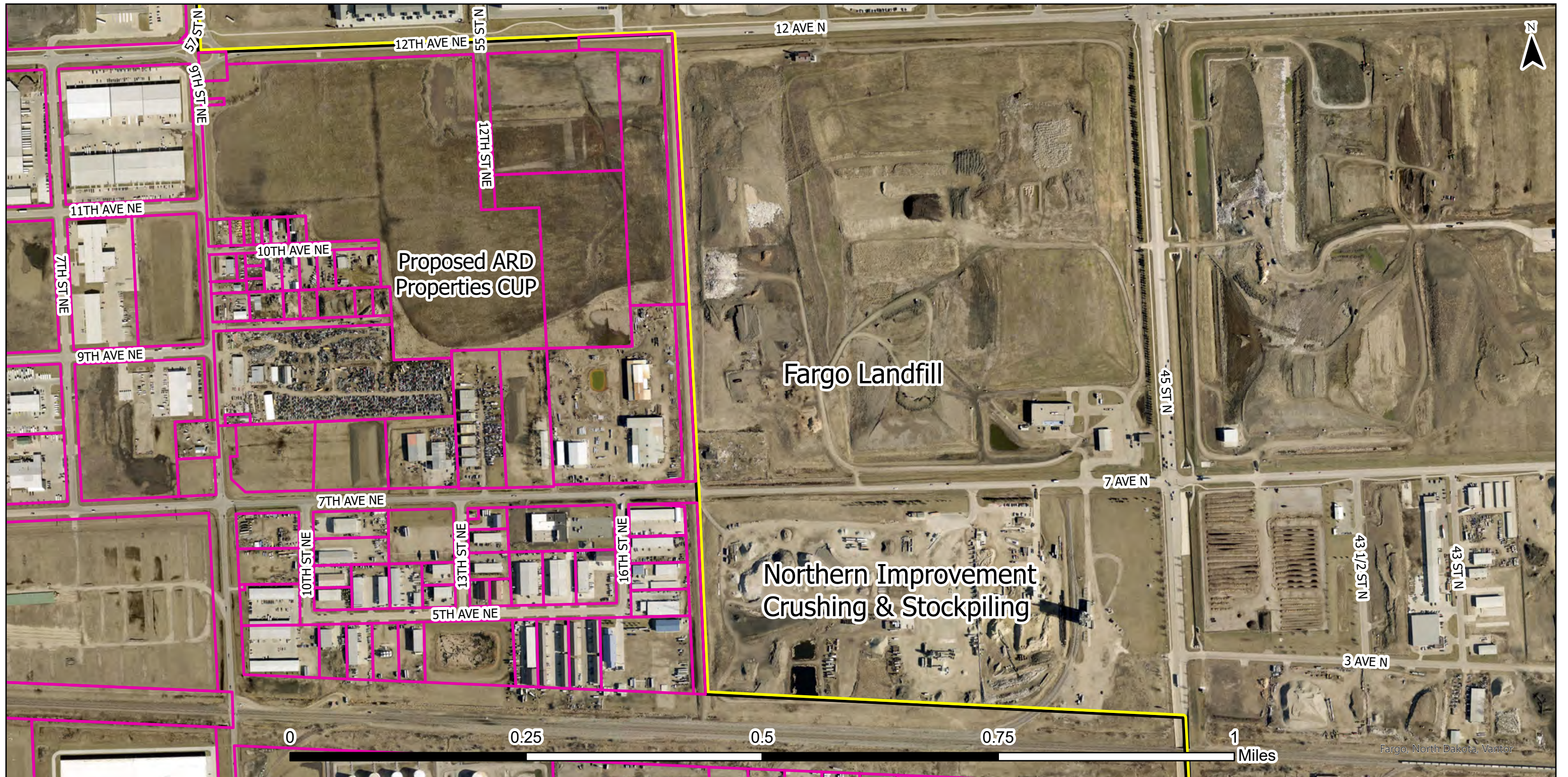
CURRENT ZONING OF PROPERTY AND ADJOINING PROPERTIES:
HEAVY INDUSTRIAL

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





Search Google Earth



1225 LF

400 LF

1600 LF

2300 LF

Land Fill

Proposed crushing

750 LF

1230 LF

Junk Yard

clay pile

1400 LF

720 LF

mulching machine

Red River Range

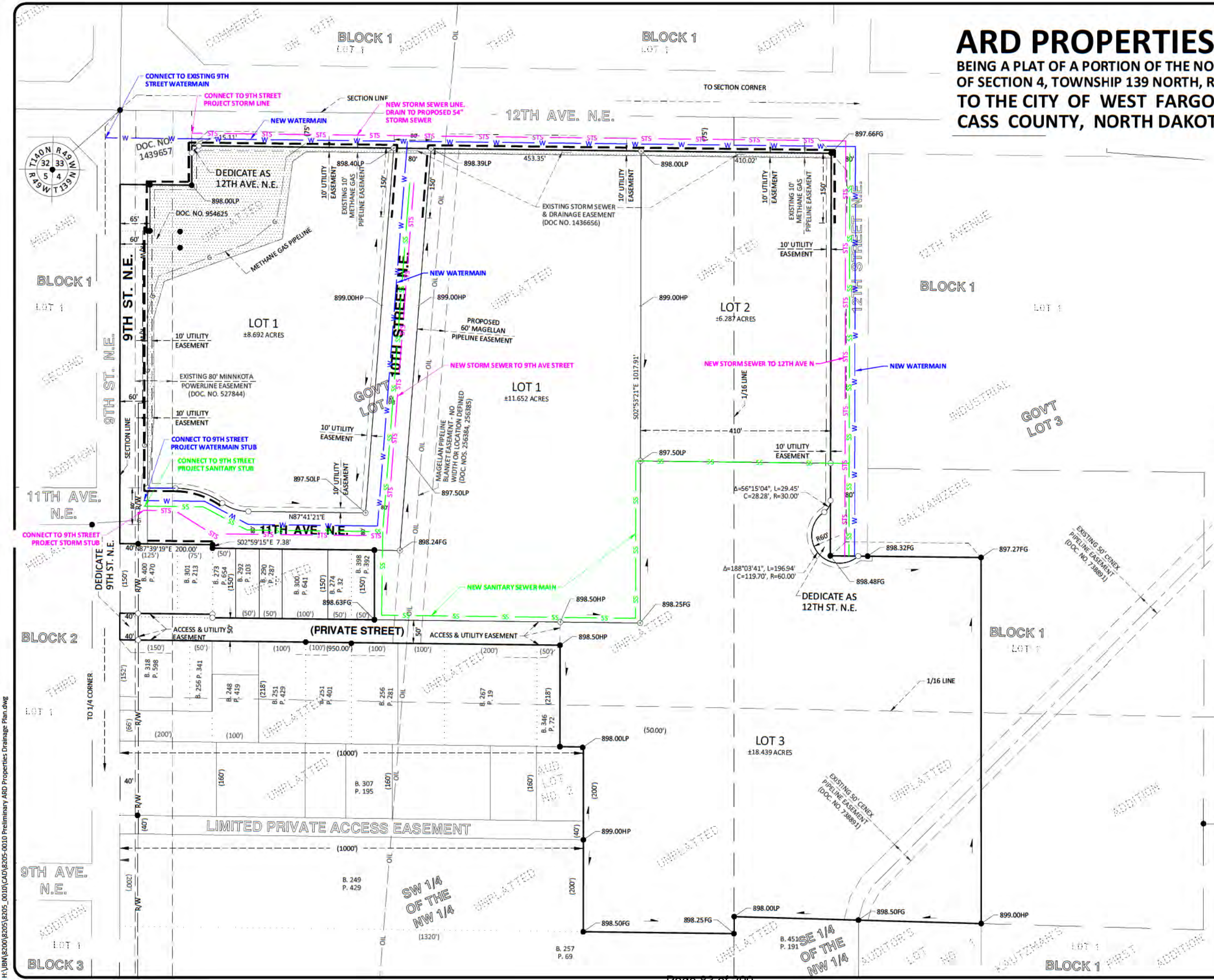
Existing crushing

750 LF

1800 LF

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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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

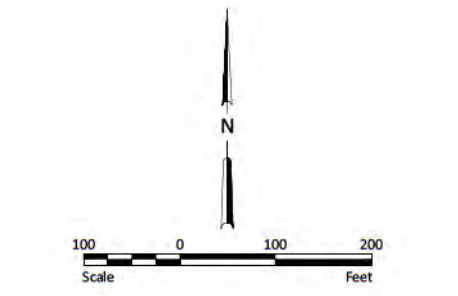
SANITARY SEWER FOR AREA TO BE CONNECTED AT 11TH AVE NE STUB. SANITARY LIFT STATION TO BE CONSTRUCTED AS PART OF INFRASTRUCTURE IMPROVEMENTS

PRELIMINARY UTILITY AND DRAINAGE PLAN

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

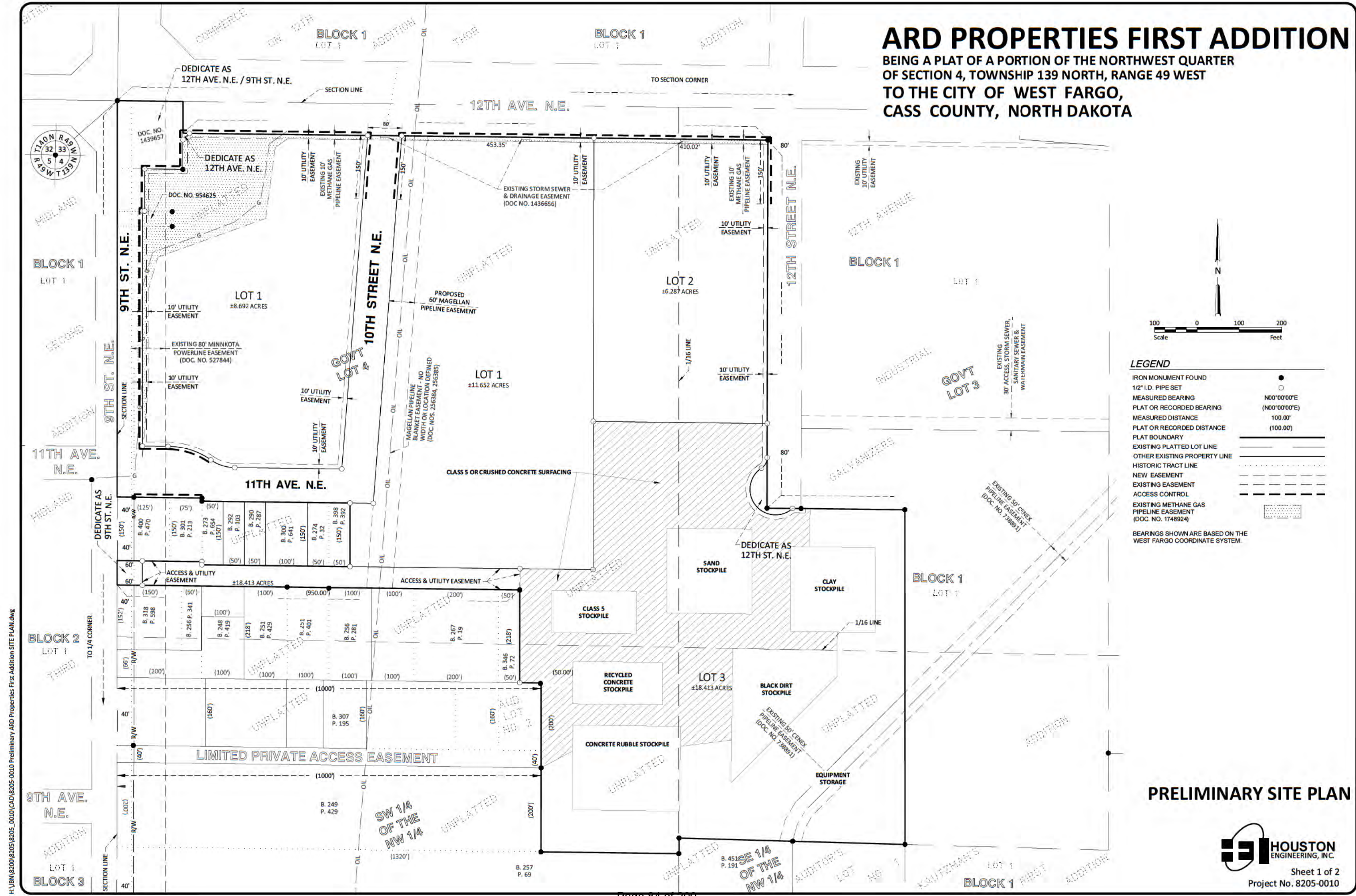
ARD PROPERTIES FIRST ADDITION

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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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.	



H:\JBM\8205\8205\8205_0010\CAD\8205-0010 Preliminary ARD Properties First Addition SITE PLAN.dwg

PRELIMINARY SITE PLAN

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



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". The signature is fluid and cursive, with a long horizontal stroke at the end.

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

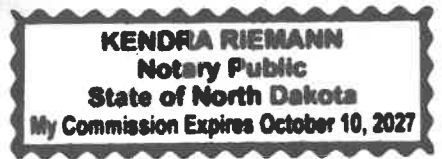

Name: Trent Duda
Title: President

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:

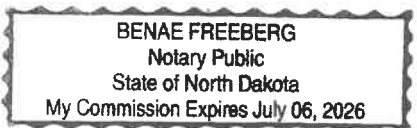
RBNF Real Estate LLC

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:

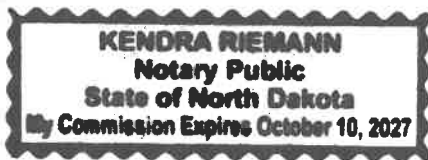
ARD PROPERTIES, LLC

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.)

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: Proposed 2027 Utility Rates - Informational

Presented By: Matthew Andvik, Senior Director of Public Works

Requested Action/Staff Recommendation: This is an informational item only.

New Information:

This is the first look at the proposed 2027 Utility Rates. We are bringing the proposed rate increase forward prior to being voted on for transparency, and to allow time for the commission and residents to review the changes.

Background & Project Summary:

In late 2024, a five-year rate increase plan was presented to the commission covering years 2025 to 2030. Prior to this plan, utility funds experienced only minimal rate increases from 2017 to 2024. The purpose of the new rate plan is to implement annual increases over the five-year period in order to bring all utility revenue funds to healthy reserve levels, and to ensure the ability to adequately fund operations and maintenance.

Although the plan was designed as a five-year strategy, it was structured so that each year's proposed increase would be brought before the commission for approval. This approach provides staff with flexibility to adjust the plan as new information on actual revenues and budgets becomes available. The benefits of this method have been evident as rates for 2026 and the proposed rates for 2027 have been modified from the original plan. The commission approved the plan and utility rate increases for 2025, and 2026 has already been authorized.

Attached Supporting Documents:

- Proposed Utility Rate Slides

Process/Timeline:

The proposed 2027 Utility Rates will be presented for approval at the June 1, 2026, Commission Meeting.

West Fargo City Commission

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

PROPOSED 2027 UTILITY RATES

Matt Andvik, Senior Director of Public Works

Utility Rate Plan Summary

- In 2024, the City Commission evaluated a five-year utility rate plan aimed at maintaining long-term financial stability and service reliability.
- The Commission approved the proposed rate increases for 2025 and 2026.
- The year 2027 represents the midpoint of the five-year utility rate schedule.

Changes from the 2026 Rate Presentation

Water – No change from increase shown in 2026, base goes from \$7.84 to \$8.08. No change to the increase in flow rate, \$8.00 to \$8.24.

Sewer – The base rate remains the same at \$19.00 per month. The flow rate increase as shown in 2026, goes from \$6.27 to \$6.58 per 1,000 gallons

Sanitation – No change from increases shown in 2026, Base can charge goes from \$25.91 to \$28.50

Forestry – The rate was lowered to \$4.00 from the \$4.25 in the 2026 presentation.

Vector – No increase, the rate stays at \$1.00 per month

WHY INCREASE RATES?

Water

- Facilitate infrastructure renewal by allocating targeted funds for replacement projects.
- Maintain financial reserves with consideration for upcoming projects and equipment requirements.
- Prepare for potential water rate increases from Fargo, noting the current two-year contract cycle with new contracts due in 2027 and 2029. Red River Valley Water Supply Project local costs will increase water rates in coming years.
- Fargo's proposed rates for 2027 are currently unknown.

Sewer

- Bolster reserve funds to maintain financial stability for capital investments
- Expand flow capacity to Fargo to enable lagoon decommissioning and meet the strategic objective of directing 100% of wastewater to Fargo.
- Allocate resources for sewer infrastructure replacement to ensure ongoing reliability and efficiency.
- Fargo's proposed rates for 2027 are currently unknown.

WHY INCREASE RATES?

Sanitation

- Bolster reserve funds to maintain financial stability for capital investments.
- Update collection operations and improve operational efficiency.
- Prepare for city growth in line with the FM Area diversion project completion by:
- Expanding capacity at the Transfer station and Inert landfill.
- Developing a comprehensive waste disposal plan forecasting needs for the next 10-15 years.

Forestry

- Strengthen reserve funds to ensure financial stability for long-term capital investments.
- Gradually increase funding to maintain sufficient staffing and equipment for the upkeep of the city's 21,000 boulevard trees.
- Full staffing and equipment readiness are planned for 2030.
- Implement proactive measures to reduce the impact of Emerald Ash Borer (EAB) and protect the city's tree canopy.
- Plan for expanded pruning and maintenance south of I-94 to address the needs of a maturing urban forest.

PROPOSED RATES

Proposed Rates

West Fargo Water Rates						
	2024	2025	2026	2027	2028	2029
Monthly fee 3/4*	\$7.25	\$7.61	\$7.84	\$8.08	\$8.32	\$8.57
Res Tier 1	\$7.40	\$7.77	\$8.00	\$8.24	\$8.49	\$8.75
Res Tier 2	\$9.15	\$9.61	\$9.90	\$10.19	\$10.50	\$10.81
Commercial	\$7.40	\$7.77	\$8.00	\$8.24	\$8.49	\$8.75
Multi- Family/Other	\$7.40	\$7.77	\$8.00	\$8.24	\$8.49	\$8.75

* Monthly Fees vary due to meter size

West Fargo Sewer Rates						
	2024	2025	2026	2027	2028	2029
Base Rate	\$9.00	\$12.83	\$19.00	\$19.00	\$19.95	\$20.95
Flow rate*	\$4.00	\$5.70	\$6.27	\$6.58	\$6.91	\$7.26

* Residential capped at 8,000 gallons/month, May 15 to September 15

West Fargo Sanitation Rates						
	2024	2025	2026	2027	2028	2029
Base Can Rate	\$20.48	\$23.55	\$25.91	\$28.50	\$29.92	\$31.42
Residential rate 96 gal	\$23.48	\$27.00	\$29.70	\$32.67	\$34.31	\$36.02
Second 64 gal can/mo.	\$6.00	\$6.90	\$7.59	\$8.35	\$8.77	\$9.20
Second 96 gal can/mo	\$9.00	\$10.35	\$11.39	\$12.52	\$13.15	\$13.81
Multifamily flat rate	\$16.38	\$18.84	\$20.72	\$22.79	\$23.93	\$25.13
Mixed Use per unit	\$7.02	\$8.07	\$8.88	\$9.77	\$10.26	\$10.77
Commercial rate increase	3.5%	3.0%	3.0%	3.5%	3%	3%
Roll off Rate increase	3%	3%	3%	3%	0%	0%

West Fargo Forestry and Vector Rates						
	2024	2025	2026	2027	2028	2029
Forestry	\$2.00	\$3.00	\$3.50	\$4.00	\$4.50	\$5.25
Vector	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00

EXAMPLE RESIDENTIAL UTILITY BILL

Montly Utility Bill Comparison		
	2026	2027
Water*	\$39.85	\$41.05
Sewer*	\$44.08	\$45.33
Sanitation^	\$25.90	\$28.50
Forestry	\$3.50	\$4.00
Vector	\$1.00	\$1.00
Total	\$114.33	\$119.88
*based on 4,000 gallons a month usage		
^ based on Base Can Rate		

Montly Utility Bill Comparison		
	2026	2027
Water*	\$55.86	\$57.54
Sewer*	\$56.62	\$58.50
Sanitation^	\$25.91	\$28.50
Forestry	\$3.50	\$4.00
Vector	\$1.00	\$1.00
Total	\$142.89	\$149.53
*based on 6,000 gallons per month usage		
^ based on Base Can Rate		

2026 Presented Rates,

Approved at the July 21, 2025 Commission Meeting

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

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

WEST FARGO FORESTRY AND VECTOR RATES						
	2024	2025	2026	2027	2028	2029
FORESTRY	\$2.00	\$3.00	\$3.50	\$4.25	\$4.75	\$5.00
VECTOR	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00



QUESTIONS?

A CITY ON THE GROW



Item Title: Project No. 2293 – 9th St NE Grade Separation & Improvement District No. 2265 – 9th St & 7th Ave NE Reconstruction

Requested Action/Staff Recommendation: Approve Proposals for Construction Material Testing Services with Braun Intertec for the 9th St Corridor Projects

Presented By: Jerry Wallace, City Engineer

New Information: With the City proceeding with projects 2265 and 2293 through the 9th St. corridor, Braun Intertec, the geotechnical engineer of record for each, has submitted proposals for consideration and approval to conduct construction materials testing for the projects.

Background & Project Summary: As noted above, the 9th St. corridor has two projects that have been awarded – the reconstruction of 9th St and 7th Ave, and a grade separated crossing at the BNSF railroad right of way.

Financial Analysis: The consultant's hourly and estimated unit rates are included in the proposals provided.

Policy Analysis: As the geotechnical engineer of record, Braun Intertec has a unique understanding of site conditions and anticipated construction challenges. Retaining the same consultant for construction materials testing is consistent with the City's policy of utilizing firms with established project familiarity to improve efficiencies and reduce risk during construction.

Supporting Documents:

- Proposal for Construction Materials Testing Services – Project No. 2293
- Proposal for Construction Materials Testing Services – Improvement District No. 2265

Previously Presented Information & Commission Actions:

Project No. 2293:

April 20, 2026 -

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

April 6, 2026 -

- **Staff Recommendation:** Approve Overpass Agreement and C&M Agreement with BNSF
- **Commission Action:** Commissioner Jorgensen moved and Commissioner Anderson seconded to approve. Commissioner Olson was absent and not voting. No opposition, motion carried.

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

Improvement District No. 2265:

February 2, 2026-

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

January 19, 2026-

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

January 5, 2026 –

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

October 20, 2025 –

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

October 6, 2025 –

- **Staff Recommendation:** Approve Task Order No. 3-10 with Houston Engineering
- **Commission Action:** Commissioner Olson moved, and Commissioner Jorgensen seconded to approve. No opposition, motion carried.

September 8, 2025 –

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

August 18, 2025-

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

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

December 16, 2024 –

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

August 5, 2024 –

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

June 5, 2023 –

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

May 1, 2023 –

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

August 1, 2022-

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

April 18, 2022-

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

Feb 22, 2022-

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

Dec 7, 2020- City Commission authorized grant application

West Fargo City Commission

Bernie Dardis, Commission President

Brad Olson, Commission Vice President

Roben Anderson, Rory Jorgensen, Amy Zundel, Commissioners

Dustin Scott, City Administrator

April 13, 2026

Proposal 10010272

Jerrold Wallace, PE
City of West Fargo
2515 6th Street East
West Fargo, ND 58078

Re: Proposal for Construction Materials Testing Services
9th St. NE Grade Separation
Structure No. WF25
Project No. 2293
West Fargo, North Dakota

Dear Mr. Wallace:

Braun Intertec Corporation (Braun Intertec) submits this proposal to provide construction materials testing services for the 9th St. NE Grade Separation Project in West Fargo, North Dakota.

We have completed the geotechnical evaluation, so we have a unique understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction. Our work on the project to date gives us familiarity with the project team and design development which allows us to understand some of the considerations used when developing the projects design.

Our Understanding of Project

We understand this project will include the construction of bridge (Structure No. WF25) to create a grade separation to carry 9th Street Northeast traffic over the BNSF Railway. The new seven span bridge will consist of two abutments and six piers supported by driven H-piles, and a concrete deck with concrete barriers. The approaches on each side of the bridge will consist of embankments raised approximately 18 feet above existing grades constructed with the placement of geofoam over a layer of granular foundation fill. The project will also include the construction of four cast-in-place concrete retaining walls supported by driven H-piles along with the reconstruction and widening of 9th Street Northeast and a new shared used path on both sides of the bridge. The roadway construction will consist of pavement subgrade preparation, aggregate base placement, new concrete curb and gutter, sidewalk, and driveways along with new concrete pavement. Improvements to the water main and storm sewer utilities will also be a part of this project.



Available Project Information

This proposal was prepared using the following documents and information.

- Project plans prepared by Houston Engineering, Inc., dated March 9, 2026.
- NDDOT 2025 Standard Specifications for Road and Bridge Construction.
- NDDOT 2025 Field Sampling and Testing Manual.
- City of West Fargo specifications dated February 20, 2025.
- Geotechnical evaluation report prepared by Braun Intertec, report No. B2406784, dated October 23, 2025.

Braun Intertec Project Personnel

For this project, we will furnish certified technicians who will conduct the requested testing. We will also provide any equipment needed to perform tasks necessary to provide engineer's acceptance of project materials related to soils, aggregates, asphalt, and concrete.

Scope of Services

Qualified Braun Intertec technicians will provide the required observation and testing services under the direction of a registered professional engineer, either on a full-time or periodic basis depending on the construction schedule and when requested by Houston's resident project engineer.

Soil Related Services

- Perform sand cone and nuclear gauge density tests on pavement sub-grade preparation, embankment, and utility backfill materials.
- Perform proofroll observations of the pavement subgrade preparation and aggregate base.
- Perform gradation tests on aggregate base, foundation fill, and surfacing materials.
- Perform physical properties tests on aggregate materials which include the following tests: lightweight pieces in aggregate and percent of fractured particles in coarse aggregate.
- Perform laboratory standard Proctor tests on backfill and fill materials.
- Perform laboratory modified Proctor tests on pipe bedding materials.



Concrete Related Services

- Sample and test the plastic concrete for slump, air content, unit weight, and temperature prior to placement. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.
- Prepare 4-inch by 8-inch cylinders for compressive strength testing.
- Laboratory compressive strength testing of cylinders.
- Perform concrete pavement texture testing.
- Perform gradation tests on concrete aggregate materials.
- Perform aggregate quality tests on concrete aggregate materials which include the following tests: shale, iron oxide particles, lignite and other coal, soft particles, thin or elongated pieces and lightweight pieces in aggregate.

Bituminous Related Services

- Sample and test the bituminous mixture for maximum specific gravity and bulk specific gravity.
- Sample and test the bituminous aggregate for sieve analysis and fine aggregate angularity.

Project Communication, Engineering, and Reporting Services

- Project management, including scheduling of our field personnel.
- Review test reports and communicating with you and the parties you may designate, such as the project contractor(s), and other project team members, as needed.
- Engineering review as needed during construction.
- Transmit results to the project team using a web-based portal.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of hours required to perform these services are as shown in the attached fee estimate. Notable assumptions in developing our estimate include:

- One hundred seventy sets of concrete tests will be required to complete the project.
- Fifty sets of concrete aggregates will be required to complete the project. For this estimate, we have assumed the mix design will be a 3-part blend.
- The concrete for this project will come out of one ready-mix plant.



- Bituminous paving will be completed in 2 days for this project.
- We understand the project engineer of record will review and approve the contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- No special site-specific training or gear is required to complete our scope of services.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the services described herein for an estimated fee of **\$235,849.00**. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be reduced or higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.



General Remarks

We based the proposed fee on the scope of services described and the assumption that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule. If anything in this proposal is not consistent with your requirements, please let us know immediately.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement. To accept this proposal and authorize us to proceed, please sign and return it to us in its entirety.

We appreciate the opportunity to present this proposal to you. We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components. Braun Intertec will not release any written reports until we have received a signed agreement. Ordering services from Braun Intertec constitutes acceptance of the terms of this proposal.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Cody Mathiason at 701-306-8551 or cmathiason@braunintertec.com.

Sincerely,

Braun Intertec Corporation

Cody Mathiason
Senior Manager

Adam Nistler
Senior Project Manager, Director

Ezra Ballinger, PE
Principal Engineer

Attachments:
Fee Estimate
General Conditions (11/04/2024)

The proposal is accepted, and Braun Intertec is authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date



Fee Estimate
10010272_001
9th St NE Grade Separation, Project No. 2293

Client:
 City of West Fargo
 Jerry Wallace
 2515 6TH St E
 West Fargo, ND 58078-4255
 (701) 630-1698

Work Site Address:
 9th St. NE & 7th Ave. NE
 West Fargo, North Dakota 58078

	Qty/Hours	Rate	Amount
Task 1: Construction Materials Testing			
Subtask 1.1: Soil			\$51,300.00
Field Technician II	400.00	117.00	\$46,800.00
Field Technician III	30.00	150.00	\$4,500.00
Subtask 1.2: Concrete			\$80,550.00
Field Technician II	650.00	117.00	\$76,050.00
Field Technician III	30.00	150.00	\$4,500.00
Subtask 1.3: Bituminous			\$585.00
Field Technician II	5.00	117.00	\$585.00
Subtask 1.4: Laboratory Testing			\$64,184.00
Soil Proctor MD Relationship (Standard) ASTM D698 each	6.00	227.00	\$1,362.00
Soil Proctor MD Relationship (Modified) ASTM D1557 each	3.00	236.00	\$708.00
Sieve Analysis with No. 200 wash (ASTM C136 and C117)	15.00	167.00	\$2,505.00
Lightweight Particles (ASTM C123, 2.0 spicific Gravity)	8.00	105.00	\$840.00
Aggregate Percent Crushed ASTM D5821 each	4.00	105.00	\$420.00
Concrete Compressive Strength Cylinders ASTM C39 each	850.00	37.00	\$31,450.00
Aggregates Sieve Analysis ASTM C136 each	150.00	167.00	\$25,050.00
Concrete Aggregate Quality NDDOT 3	8.00	167.00	\$1,336.00
Asphalt Gyratory Gravity ASTM D6925 each	1.00	236.00	\$236.00
Asphalt Rice Specific Gravity ASTM D2041 each	1.00	105.00	\$105.00
Fine Aggregate Angularity, per sample	2.00	86.00	\$172.00
Subtask 1.5: Project Management and Engineering			\$39,230.00
Project Manager	170.00	201.00	\$34,170.00
Senior Engineer	10.00	231.00	\$2,310.00
Principal Engineer	10.00	275.00	\$2,750.00
Task 1 Total:			\$235,849.00
Project Total			\$235,849.00

BRAUN INTERTEC GENERAL CONDITIONS**SECTION 1: AGREEMENT**

1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization (“Agreement”). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity (“Consultant”) and the client (“Client”) as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

2.1 Services. Consultant will provide services (“Services”) in connection with the project (“Project”) which are specifically described in this Agreement. Client understands and agrees that Consultant’s Services are limited to those which are expressly set forth in this Agreement.

2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute “Additional Services.” Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant’s then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant’s profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

3.2 Written Reports and Findings. Unless otherwise agreed in writing, Consultant’s findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

3.3 Observation or Sampling Locations. Locations of field observations or sampling described in Consultant’s report or shown on Consultant’s sketches reference Project plans or information provided by others or estimates made by Consultant’s personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

3.4 Project Site Information. Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant’s Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

3.5 Subsurface Objects. To the extent required to carry out Consultant’s Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

3.6 Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client’s possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client’s representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client’s representatives, contractors, or other third parties retained by Client.

3.8 Safety. Consultant will provide a health and safety program for its employees as well

as reasonable personal protective equipment (“PPE”) typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant’s employees are expressly authorized by Client to refuse to work under conditions that may, in an employee’s sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant’s own Services and those of its subconsultants).

3.9 Project Site Access and Damage. Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

3.10 Monitoring Wells. To the extent applicable to the Services, monitoring wells are Client’s property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

3.11 Contaminant Disclosures Required by Law. Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client’s duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client’s failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

SECTION 4: SCHEDULE

4.1 Schedule. Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant’s performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant’s then current rates and fees.

4.2 Scheduling On-Site Observations or Services. To the extent Consultant’s Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant’s field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client’s scheduling demands in accordance with Consultant’s then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

5.1 Cost Estimates. Consultant’s price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant’s estimated fees are based upon Consultant’s experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warranted.

5.2 Payment. Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant’s costs for all services performed will be based upon Consultant’s then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client’s obligation to pay for Services under this Agreement is not contingent on Client’s ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client’s successful completion of any project, receipt of payment from a third party, or any other event.

5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant’s Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party’s written acceptance of all terms of this Agreement will alter Client’s rights and responsibilities under this Agreement. Client expressly agrees that

the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

6.1 Ownership. All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

6.2 Use of Project Data. The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

6.4 Data Provided by Client. Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:

- a. Workers' Compensation: Statutory
- b. Employer's Liability: \$1,000,000 bodily injury, each accident | \$1,000,000 bodily injury by disease, each employee | \$1,000,000 bodily injury/disease, aggregate
- c. General Liability: \$1,000,000 per occurrence | \$2,000,000 aggregate
- d. Automobile Liability: \$1,000,000 combined single limit (bodily injury and property damage)
- e. Excess Umbrella Liability: \$5,000,000 per occurrence | \$5,000,000 aggregate
- f. Professional Liability: \$2,000,000 per claim | \$2,000,000 aggregate

7.2 Waiver of Subrogation. Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

7.3 Certificate of Insurance. Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

8.1 Indemnification. Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

8.2 Intellectual Property. Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED

CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR \$50,000, WHICHEVER IS GREATER.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Services Prior to Agreement. Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

9.3 Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

9.5 Services in Connection with Legal Proceedings. Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

9.6 Assignment. This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

9.11 Individual Liability. No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

9.12 Severability. Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

9.13 Waiver. The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.

April 13, 2026

Proposal 10010212

Jerrold Wallace, PE
City of West Fargo
2515 6th Street East
West Fargo, ND 58078

Re: Proposal for Construction Materials Testing Services
9th St. NE & 7th Ave. NE
TMA-SU-FXP-8-992(045) PCN: 23537
District No. 2265
West Fargo, North Dakota

Dear Mr. Wallace:

Braun Intertec Corporation (Braun Intertec) submits this proposal to provide construction materials testing services for the 9th St. NE & 7th Ave. NE Project in West Fargo, North Dakota.

We have completed the geotechnical evaluation, so we have a unique understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction. Our work on the project to date gives us familiarity with the project team and design development which allows us to understand some of the considerations used when developing the projects design.

Our Understanding of Project

We understand this project will include the reconstruction and widening of 9th Street Northeast from Main Avenue to 12th Avenue North, and 7th Avenue Northeast from 9th Street Northeast going east to the city boundary. The construction will consist of pavement subgrade preparation, aggregate base placement, new concrete curb and gutter, sidewalk, and driveways along with new concrete and bituminous pavement. Improvements to the water main, sanitary, and storm sewer utilities will also be a part of this project.

This is a City of West Fargo project with federal funding. Projects that are constructed with federal funding are required to perform Quality Control and Quality Assurance (QC/QA) testing in accordance with the North Dakota Department of Transportation's (NDDOT's) 2024 Standard Specifications for Road and Bridge Construction and NDDOT's Field Sampling and Testing Manual. This project is using NDDOT's 2024 Field Sampling and Testing Manual. Personnel with NDDOT certifications must complete the testing. Braun Intertec will perform the QA testing on the project as listed in our scope of services and as shown in our attached cost estimate table. The contractor will be responsible for performing all the required QC testing and submitting the documentation upon completion of the project. An audit of the project could be conducted upon completion. The audit may include reviewing tests and paperwork provided by your QC/QA representative.



Available Project Information

This proposal was prepared using the following documents and information.

- Project plans prepared by Houston Engineering, Inc., dated October 22, 2025.
- NDDOT 2024 Standard Specifications for Road and Bridge Construction.
- NDDOT 2024 Field Sampling and Testing Manual.
- City of West Fargo specifications dated February 20, 2025.
- Geotechnical evaluation report prepared by Braun Intertec, report No. B2212151, dated November 25, 2025.

Braun Intertec Project Personnel

For this project, we will furnish certified technicians who will conduct the requested testing. We will also provide any equipment needed to perform tasks necessary to provide engineer's acceptance of project materials related to soils, aggregates, asphalt, and concrete.

Scope of Services

Qualified Braun Intertec technicians will provide the required observation and testing services under the direction of a registered professional engineer, either on a full-time or periodic basis depending on the construction schedule and when requested by Houston's resident project engineer.

Soil Related Services

- Perform sand cone and nuclear gauge density tests on pavement sub-grade preparation and utility backfill materials.
- Perform proofroll observations of the pavement subgrade preparation and aggregate base.
- Perform gradation tests on aggregate base and surfacing materials.
- Perform physical properties tests on aggregate materials which include the following tests: lightweight pieces in aggregate and percent of fractured particles in coarse aggregate.
- Perform laboratory standard Proctor tests on backfill and fill materials.
- Perform laboratory modified Proctor tests on the pipe bedding materials.



Concrete Related Services

- Sample and test the plastic concrete for slump, air content, unit weight, and temperature prior to placement. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.
- Prepare 4-inch by 8-inch cylinders for compressive strength testing.
- Laboratory compressive strength testing of cylinders.
- Perform concrete pavement texture testing.
- Perform gradation tests on concrete aggregate materials.
- Perform aggregate quality tests on concrete aggregate materials which include the following tests: shale, iron oxide particles, lignite and other coal, soft particles, thin or elongated pieces and lightweight pieces in aggregate.

Bituminous Related Services

- Sample and test the bituminous mixture for maximum specific gravity and bulk specific gravity.
- Sample and test the bituminous aggregate for sieve analysis, fine aggregate angularity, percentage of fractured particles in coarse aggregate, flat or elongated pieces in coarse aggregate, sand equivalent of fine aggregate, and lightweight pieces in aggregate.
- Collect cores cut by the contractor and test for thickness and density of pavement cores.
- Collect samples of asphalt cement and submit the samples to the NDDOT.
- Complete NDDOT QA testing forms, diaries, and workbooks.

Project Communication and Reporting Services

- Project management, including scheduling of our field personnel.
- Review test reports and communicating with you and the parties you may designate, such as the project contractor(s), and other project team members, as needed.
- Transmit results to the project team using a web-based portal.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of hours required to perform these services are as shown in the attached fee estimate. Notable assumptions in developing our estimate include:

- One hundred forty-five sets of concrete tests will be required to complete the project.



- Sixty sets of concrete aggregates will be required to complete the project. For this estimate, we have assumed the mix design will be a 3-part blend.
- The concrete for this project will come out of one ready-mix plant.
- Bituminous paving will be completed in 2 days for this project.
- We understand the project engineer of record will review and approve the contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- No special site-specific training or gear is required to complete our scope of services.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the services described herein for an estimated fee of **\$236,330.00**. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be reduced or higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.



General Remarks

We based the proposed fee on the scope of services described and the assumption that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule. If anything in this proposal is not consistent with your requirements, please let us know immediately.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement. To accept this proposal and authorize us to proceed, please sign and return it to us in its entirety.

We appreciate the opportunity to present this proposal to you. We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components. Braun Intertec will not release any written reports until we have received a signed agreement. Ordering services from Braun Intertec constitutes acceptance of the terms of this proposal.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Cody Mathiason at 701-306-8551 or cmathiason@braunintertec.com.

Sincerely,

Braun Intertec Corporation

Cody Mathiason
Senior Manager

Adam Nistler
Senior Project Manager, Director

Ezra Ballinger, PE
Principal Engineer

- Attachments:
- Fee Estimate
- General Conditions (11/04/2024)

The proposal is accepted, and Braun Intertec is authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date



Fee Estimate
10010212_001

TMA-SU-FXP-8-992(045) PCN: 23537, Dist. No. 2265

Client:
City of West Fargo
Jerry Wallace
2515 6TH St E
West Fargo, ND 58078-4255
(701) 630-1698

Work Site Address:
9th St. NE & 7th Ave. NE
West Fargo, North Dakota 58078

	Qty/Hours	Rate	Amount
Task 1: Construction Materials Testing			
Subtask 1.1: Soil			\$67,500.00
Field Technician II	500.00	117.00	\$58,500.00
Field Technician III	60.00	150.00	\$9,000.00
Subtask 1.2: Concrete			\$64,575.00
Field Technician II	475.00	117.00	\$55,575.00
Field Technician III	60.00	150.00	\$9,000.00
Subtask 1.3: Bituminous			\$585.00
Field Technician II	5.00	117.00	\$585.00
Subtask 1.4: Laboratory Testing			\$69,500.00
Soil Proctor MD Relationship (Standard) ASTM D698 each	12.00	227.00	\$2,724.00
Soil Proctor MD Relationship (Modified) ASTM D1557 each	3.00	236.00	\$708.00
Sieve Analysis with No. 200 wash (ASTM C136 and C117)	45.00	167.00	\$7,515.00
Lightweight Particles (ASTM C123, 2.0 spicific Gravity)	6.00	105.00	\$630.00
Aggregate Percent Crushed ASTM D5821 each	4.00	105.00	\$420.00
Concrete Compressive Strength Cylinders ASTM C39 each	680.00	37.00	\$25,160.00
Aggregates Sieve Analysis ASTM C136 each	180.00	167.00	\$30,060.00
Coarse Aggregate Quality NDDOT 3	6.00	167.00	\$1,002.00
Asphalt Gyratory Gravity ASTM D6925 each	2.00	236.00	\$472.00
Asphalt Rice Specific Gravity ASTM D2041 each	2.00	105.00	\$210.00
Fine Aggregate Angularity, per sample	2.00	86.00	\$172.00
Sand Equivalent (ASTM D2419)	1.00	167.00	\$167.00
Asphalt Thickness and Density of Core ASTM D3549 each	4.00	65.00	\$260.00
Subtask 1.5: Project Management			\$34,170.00
Project Manager	170.00	201.00	\$34,170.00
Task 1 Total:			\$236,330.00
Project Total			\$236,330.00

BRAUN INTERTEC GENERAL CONDITIONS**SECTION 1: AGREEMENT**

1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization (“Agreement”). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity (“Consultant”) and the client (“Client”) as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

2.1 Services. Consultant will provide services (“Services”) in connection with the project (“Project”) which are specifically described in this Agreement. Client understands and agrees that Consultant’s Services are limited to those which are expressly set forth in this Agreement.

2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute “Additional Services.” Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant’s then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant’s profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

3.2 Written Reports and Findings. Unless otherwise agreed in writing, Consultant’s findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

3.3 Observation or Sampling Locations. Locations of field observations or sampling described in Consultant’s report or shown on Consultant’s sketches reference Project plans or information provided by others or estimates made by Consultant’s personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

3.4 Project Site Information. Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant’s Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

3.5 Subsurface Objects. To the extent required to carry out Consultant’s Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

3.6 Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client’s possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client’s representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client’s representatives, contractors, or other third parties retained by Client.

3.8 Safety. Consultant will provide a health and safety program for its employees as well

as reasonable personal protective equipment (“PPE”) typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant’s employees are expressly authorized by Client to refuse to work under conditions that may, in an employee’s sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant’s own Services and those of its subconsultants).

3.9 Project Site Access and Damage. Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

3.10 Monitoring Wells. To the extent applicable to the Services, monitoring wells are Client’s property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

3.11 Contaminant Disclosures Required by Law. Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client’s duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client’s failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

SECTION 4: SCHEDULE

4.1 Schedule. Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant’s performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant’s then current rates and fees.

4.2 Scheduling On-Site Observations or Services. To the extent Consultant’s Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant’s field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client’s scheduling demands in accordance with Consultant’s then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

5.1 Cost Estimates. Consultant’s price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant’s estimated fees are based upon Consultant’s experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warranted.

5.2 Payment. Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant’s costs for all services performed will be based upon Consultant’s then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client’s obligation to pay for Services under this Agreement is not contingent on Client’s ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client’s successful completion of any project, receipt of payment from a third party, or any other event.

5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant’s Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party’s written acceptance of all terms of this Agreement will alter Client’s rights and responsibilities under this Agreement. Client expressly agrees that

the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

6.1 Ownership. All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

6.2 Use of Project Data. The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

6.4 Data Provided by Client. Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:

- a. Workers' Compensation: Statutory
- b. Employer's Liability: \$1,000,000 bodily injury, each accident | \$1,000,000 bodily injury by disease, each employee | \$1,000,000 bodily injury/disease, aggregate
- c. General Liability: \$1,000,000 per occurrence | \$2,000,000 aggregate
- d. Automobile Liability: \$1,000,000 combined single limit (bodily injury and property damage)
- e. Excess Umbrella Liability: \$5,000,000 per occurrence | \$5,000,000 aggregate
- f. Professional Liability: \$2,000,000 per claim | \$2,000,000 aggregate

7.2 Waiver of Subrogation. Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

7.3 Certificate of Insurance. Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

8.1 Indemnification. Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

8.2 Intellectual Property. Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED

CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR \$50,000, WHICHEVER IS GREATER.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Services Prior to Agreement. Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

9.3 Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

9.5 Services in Connection with Legal Proceedings. Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

9.6 Assignment. This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

9.11 Individual Liability. No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

9.12 Severability. Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

9.13 Waiver. The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.

Item Title: Project No. 6064 – Transit Shelters

Requested Action/Staff Recommendation: Accept Quotes and Authorize Staff to Purchase Quoted Material

Presented By: Jerry Wallace, City Engineer

New Information: On April 6, 2026, the Commission authorized this project to move forward with the process of requesting quotes. Quotes were received until 10:00 AM on April 23, 2026, and three (3) quotes were received. Each quote contained individual items that were the lowest price, so material will be purchased from all three (3) submittals. In addition, material will be purchased from the annual Public Works Aggregate Materials, Concrete, Asphalt, and Emulsified Asphalt quotes received on January 30, 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:

- Summary of Quotes
- 2026 Aggregate Materials, Concrete, Asphalt, and Emulsified Asphalt quotes
- Project 6064 – Transit Shelters quotes
- Engineer's Statement of Estimated Cost
- Associated Resolution

Previously Presented Information & Commission Actions:

April 6, 2026 –

- **Staff Recommendation:** Approve Plans and Specifications and Authorize Request for Quotes
- **Commission Action:** Commissioner Jorgensen moved and Commissioner Anderson seconded to approve. Commissioner Olson was absent and not voting. No opposition, motion carried.

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

**PROJECT NO. 6064
TRANSIT SHELTERS
WEST FARGO, ND**

Summary of Quotes

<i>SUPPLIER SOURCE</i>	<i>MATERIAL NAME</i>	<i>QUOTE</i>	<i>UNIT PRICE</i>	<i>QUANTITY</i>	<i>EXT. PRICE</i>	<i>SALES TAX</i>	<i>TOTAL</i>	
Structural Materials								
Project No. 6064 - Transit Shelters	Dowels/Rebar/ Smooth #4X12"	\$0.75 Each	\$0.75	63	\$47.25	\$3.54	\$50.79	
Project No. 6064 - Transit Shelters	Epoxy Adhesive	\$25.79	\$25.79	5	\$128.95	\$9.67	\$138.62	
Project No. 6064 - Transit Shelters	Rebar Chairs (2 inch - box)	\$80 Box/500cnt	\$80.00	1	\$80.00	\$6.00	\$86.00	
Project No. 6064 - Transit Shelters	Rebar Ties (Tierwire TW1061T Box)	\$239.70 Coils/30cnt	\$239.70	1	\$239.70	\$17.98	\$257.68	
Project No. 6064 - Transit Shelters	Concrete Anchors (3/4"X5 1/2" with 4" Unthreaded Length)	\$3.64 Box/20cnt	\$3.64	4	\$14.56	\$1.09	\$15.65	
Project No. 6064 - Transit Shelters	Straw Wattles (9inch X 20 Feet)	\$22.75 Each	\$22.75	14	\$318.50	\$23.89	\$342.39	
Project No. 6064 - Transit Shelters	Straw Wattle Construction Pin (12 inches)	\$21 Bundle/36	\$21.00	3	\$63.00	\$4.73	<u>\$67.73</u>	
		Subtotal Quotes - Structural Materials						\$958.86
Prairie Supply								
Project No. 6064 - Transit Shelters	# 4 Rebar Epoxy Coated (20 Foot Sticks) Price per Bundle	\$1657 Bundle/150	\$1,657.00	1	\$1,657.00	\$124.28	\$1,781.28	
Project No. 6064 - Transit Shelters	Rebar Chairs (3 inch - box)	\$95 Box/500cnt	\$95.00	1	\$95.00	\$7.13	\$102.13	
Project No. 6064 - Transit Shelters	White Curing Compound (5 Gallon)	\$45	\$45.00	2	\$90.00	\$6.75	<u>\$96.75</u>	
		Subtotal Quotes - Prairie Supply						\$1,980.15
Agassiz Seed								
Project No. 6064 - Transit Shelters	Inlet Dandy Sacks (Storm Water Protection)	\$50 Each	\$50.00	5	\$250.00	\$18.75	\$268.75	
Project No. 6064 - Transit Shelters	Grass Seed	\$100 Bag/50#	\$100.00	1	\$100.00	\$7.50	\$107.50	
Project No. 6064 - Transit Shelters	Hyrdraulic Mulch	\$23.50 Bale	\$23.50	1	\$23.50	\$1.76	<u>\$25.26</u>	
		Subtotal Quotes - Agassiz Seed						\$401.51
Kost								
2026 Aggregate Materials, Concrete, Asphalt, and Emulsified Asphalt	4000 PSI CONCRETE	\$175/CY	\$175.00	17	\$2,975.00	\$223.13	<u>\$3,198.13</u>	
		Subtotal Quotes - Kost						\$3,198.13
Asplin								
2026 Aggregate Materials, Concrete, Asphalt, and Emulsified Asphalt	CLASS 5 GRAVEL	\$25.60/CY	\$25.60	7	\$179.20	\$13.44	<u>\$192.64</u>	
		Subtotal Quotes - Asplin						\$192.64
		Total Quotes						\$6,731.28

MATERIALS	KOST		ASPLIN		OYE		L.G. EVERIST		BORDER STATES		Excavating Inc		FM ASHALT		NORTHERN IMPROVEMENT	
	PICKED UP	DELIVERED	PICKED UP	DELIVERED	PICKED UP	DELIVERED	PICKED UP	DELIVERED	Picked Up	Delivered	Picked Up	Delivered	Picked up	Delivered	Picked Up	Delivered
CLASS 5 GRAVEL	NO BID		\$25.60/CY	\$28.20/CY	NO BID		NO BID		NO BID		NO BID		NO BID		NO BID	
CRUSHED/RECYCLED CONCRETE	\$23/ton	\$27/ton	\$25.60/CY	\$28.20/CY	NO BID		NO BID		\$21/ton	NO BID	\$19/ton	\$24/ton	NO BID		NO BID	
FA2 CRUSHED GRANITE	NO BID		NO BID		\$89/ton	\$102/ton	\$31.20/ton	\$66.75/ton	NO BID		NO BID		NO BID		NO BID	
FA2.5 CRUSHED GRANITE	NO BID		NO BID		\$89/ton	\$102/ton	\$28.60/ton	\$64.15/ton	NO BID		NO BID		NO BID		NO BID	
NDDOT FAA 43 "HOT MIX ASPHALT"	NO BID		NO BID		\$72/ton	NA	NO BID		\$64.50/ton	\$145 and Hour	NO BID		\$64.50/Ton	NO BID	\$68.75	NO BID
3/8" MINUS HOT MIX ASPHALT	NO BID		NO BID		\$75/ton	NA	NO BID		NO BID		NO BID		NO BID		NO BID	
3/8" MINUS COLD MIX ASPHALT	NO BID		NO BID		\$190/ton	NA	NO BID		NO BID		NO BID		NO BID		\$196/Ton	NO BID
CRS-2 EMULSIFIED ASPHALT	NO BID		NO BID		NO BID		NO BID		NO BID		NO BID		NO BID		NO BID	
CSS-1H EMULSIFITED ASPHALT	NO BID		NO BID		\$5/gal	NA	NO BID		\$5/gal	NO BID	NO BID		NO BID		NO BID	
4000 PSI CONCRETE	NA	\$175/CY	NO BID		NO BID		NO BID		NO BID		NO BID		NO BID		NO BID	
5000 PSI CONCRETE	NA	\$181/CY	NO BID		NO BID		NO BID		NO BID		NO BID		NO BID		NO BID	
CONTROLLED DENSITY FILL CONCRETE (CDF)	NA	\$130/CY	NO BID		NO BID		NO BID		NO BID		NO BID		NO BID		NO BID	

	Structural Materials	Prairie Supply	Aggasiz Seed
# 4 Rebar Epoxy Coated (20 Foot Sticks) Price per Bundle	\$1735 Bundle/150	\$1657 Bundle/150	
Dowels/Rebar/ Smooth #4X12"	\$0.75 Each	\$1.85 Each	
Epoxy Adhesive	\$25.79	\$26	
Rebar Chairs (3 inch - box)	\$100 Box/500cnt	\$95 Box/500cnt	
Rebar Chairs (2 inch - box)	\$80 Box/500cnt	\$85 Box/500cnt	
Rebar Ties (Tierwire TW1061T Box)	\$239.70 Coils/30cnt	\$312 Coils/30cnt	
White Curing Compound (5 Gallon)	\$54.68	\$45	
Concrete Anchors (3/4"X5 1/2" with 4" Unthreaded Length)	\$3.64 Box/20cnt	\$3.85 Box/20cnt	
Inlet Dandy Sacks (Storm Water Protection)	\$71.25/ 24x24	\$51.50/ 24x24	\$50 Each
Straw Wattles (9inch X 20 Feet)	\$22.75 Each	\$44.75 Each	\$28.75 Each
Straw Wattle Construction Pin (12 inches)	\$21 Bundle/36	\$40.40 Bundle 50 wood stakes	\$19 Bundle 25 Stakes
Grass Seed			\$100 Bag/50#
Hydraulic Mulch			\$23.50 Bale

We Called for Pins not wood stakes

May 4, 2026

Board of City Commissioners
City of West Fargo
2515 6th St E
West Fargo, ND 58078

Re: Project No. 6064 – Transit Shelters

WHEREAS, quotes were opened and filed for Project No. 6064 – Transit Shelters 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;

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

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

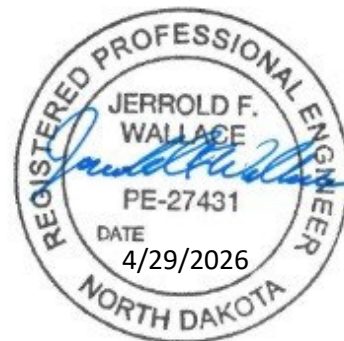
That the following (and/or attached hereto) is a detailed statement of the estimated cost for work described as Project No. 6064 – Transit Shelters of the City of West Fargo, North Dakota.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 29th day of April, 2026.

JERROLD F. WALLACE
ND REG. NO. 27431



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



**PROJECT NO. 6064
TRANSIT SHELTERS
WEST FARGO, ND**

Engineer's Statement of Estimated Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1. Excavation - Unclassified	CY	20	\$ 20.00	\$ 400.00
2. Sidewalk - Saw Full Depth	LF	28	\$ 7.00	\$ 196.00
3. Sidewalk - Remove	SY	38	\$ 13.00	\$ 494.00
4. Curb & Gutter - Connect To Existing	EA	5	\$ 15.00	\$ 75.00
5. Sidewalk - Connect To Existing	EA	6	\$ 35.00	\$ 210.00
6. Sidewalk - 4" Concrete	SY	87	\$ 50.00	\$ 4,350.00
7. Sidewalk - 6" Concrete (Shelter Pad)	SY	39	\$ 70.00	\$ 2,730.00
8. Multi-Use Path - Connect To Existing	EA	3	\$ 40.00	\$ 120.00
9. Transit Shelter - Remove	EA	5	\$ 500.00	\$ 2,500.00
10. Transit Shelter - Supply	EA	5	\$ 500.00	\$ 2,500.00
11. Transit Shelter - Reset	EA	5	\$ 1,000.00	\$ 5,000.00
12. Traffic Control - Type A	EA	4	\$ 500.00	\$ 2,000.00
13. Traffic Control - Type B	EA	1	\$ 1,000.00	\$ 1,000.00
14. Inlet Protection Device - Install & Maintain	EA	5	\$ 75.00	\$ 375.00
15. Inlet Protection Device - Remove	EA	5	\$ 25.00	\$ 125.00
16. Sedimentation Control Wattle	LF	280	\$ 1.00	\$ 280.00
17. Topsoil - 4"	CY	23	\$ 60.00	\$ 1,380.00
18. Seeding	SY	77	\$ 3.00	\$ 231.00
19. Mulch - Hydraulic	SY	77	\$ 3.00	\$ 231.00
20. Storm Water Management	LSum	1	\$ 500.00	\$ 500.00
21. Subtotal Quotes - Structural Materials (concrete access. and storm. mgmt.)	LSum	1	\$ 958.86	\$ 958.86
22. Subtotal Quotes - Prairie Supply (concrete accessories)	LSum	1	\$ 1,980.15	\$ 1,980.15
23. Subtotal Quotes - Agassiz Seed (storm. mgmt. and turf establishment)	LSum	1	\$ 401.51	\$ 401.51
24. Subtotal Quotes - Kost (concrete)	LSum	1	\$ 3,198.13	\$ 3,198.13
25. Subtotal Quotes - Asplin (aggregate base)	LSum	1	\$ 192.64	\$ 192.64
Construction Subtotal				\$ 31,428.29
Contingencies				\$ 2,571.71
Total Construction				\$ 34,000.00
Design and Construction Engineering (~11%)				\$3,800.00
Materials Testing - Consultant (~1.5%)				\$500.00
Legal & Administration (~5%)				\$1,700.00
Bonding (0%)				\$ -
TOTAL COST				\$ 40,000.00
Funding				
Capital Improvement Sales Tax				\$ 40,000.00
Total				\$ 40,000.00

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION ACCEPTING QUOTES
AND AUTHORIZING THE PURCHASE OF QUOTED MATERIALS

WHEREAS, quotes were received relating to materials needed for the construction of Project No. 6064 – Transit Shelters of the City of West Fargo, North Dakota; and

WHEREAS, quotes were received from **Structural Materials Inc.**; for concrete accessories and stormwater management.

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 quotes from Structural Materials Inc.

WHEREAS, quotes were received from **Prairie Supply Inc.**; for concrete accessories.

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 quotes from Prairie Supply Inc.

WHEREAS, quotes were received from **Agassiz Seed & Supply**; for stormwater management and turf establishment.

WHEREAS, it is necessary to accept the quotes from Agassiz Seed & Supply.

WHEREAS, quotes were received from **Kost Materials**; for concrete.

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 quotes from Kost Materials.

WHEREAS, quotes were received from **Asplin Excavating Inc.**; for aggregate base.

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 quotes from Asplin Excavating Inc.

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

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

That the City received a quotes from Structural Materials Inc. in the amount of \$958.86, Prairie Supply Inc. in the amount of \$1,980.15, Agassiz Seed & Supply in the amount of \$401.51, Kost Materials in the amount of \$3,198.13, and Asplin Excavating Inc. in the amount of \$192.64.

That Jerry Wallace, 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 construction work for Project No. 6064 – Transit Shelters;

That the quotes for said Project No. 6064 be and the same is hereby awarded to the Structural Materials Inc., Prairie Supply Inc., Aggasiz Seed & Supply, Kost Materials, and Asplin Excavating Inc. and that the President of the Board of City Commissioners and the City Auditor are hereby authorizing purchase of quoted materials for the construction of Project No. 6064 – Transit Shelters.

Dated: May 4, 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: Cost Analysis for District 2290 – Public Works Mill & Overlay

Presented By: Dustin Scott, City Administrator

Requested Action: None

Summary:

During the March 16 City Commission meeting, staff were directed to give a presentation on the cost analysis for the prior Public Works Mill & Overlay project, to take place when the bid results for Project 2300 are brought forward for consideration.

Following last year's completion of Improvement District 2290, a memorandum was prepared summarizing project costs, including a breakdown of Public Works labor and equipment (Attachment A). That information was provided with the consent agenda for the December 15th City Commission meeting.

Based on questions and feedback from commissioners and residents, Matt Andvik considered alternative methods for determining Public Works labor and equipment costs. Using these methods, he has revised Attachment A of the District 2290 memo.

The original memo and the revised breakdown of PW labor and equipment costs are included in this packet.

Attachments:

- Revised Attachment A – Public Works Labor & Equipment
- Original Memorandum (Dec 15, 2025 commission meeting)

Mill and Overlay Project 2290 – Public Works Paving

City of West Fargo – Public Works Department

Prepared by: Matthew Andvik, Senior Director of Public Works

Revised with alternative method for determining labor and equipment costs. This will be presented during the May 4, 2026 City Commission meeting (original was on Dec 15, 2025 commission meeting)

Project Overview

Improvement District No. 2290 was initiated in response to multiple resident requests due to the deteriorating condition of the pavement in the area. Public Works crews had been performing frequent patching to maintain drivability, highlighting the urgent need for a comprehensive mill and overlay project.

City crews completed the paving over **14 working days**, with several delays due to weather, vendor issues, and asphalt plant breakdowns. Despite these setbacks, the project was completed efficiently and with significant cost savings by utilizing in-house labor and equipment.

Labor and Equipment Cost Methodology (* denotes updated info)

- ***Labor Costs** are now the actual costs of salary plus benefits.
 - Original method used percentages to approximate benefits
- ***Equipment Costs** included:
 - Purchase price
 - ***Current Years of Service, Useful life**
 - ***Current hours/miles, Useful life hours/miles**
 - Resale/trade-in value
 - ***Depreciation not factored** - the equipment is already purchased and available so depreciation does not change the City's immediate cost to perform the project
 - ***Vendor costs** (Tires, fit up, work done off-site)
 - Repairs (parts and labor)
 - Fuel
- For equipment calculated per mile, **10 miles/day** was used.
- **Electronic message boards** were calculated by daily rates:
 - 2 units for 50 days
 - 1 unit for 43 days
 - 1 unit for 36 days

Project Delays and Adjustments

- **1 full day** lost to rain
 - **3 partial days** impacted by rain
 - **2 days** affected by asphalt plant breakdowns
 - **1 day** delayed due to tack oil supply issues
 - **1 week** delay due to unavailability of specified asphalt mix (Aug 28 – Sep 4)
-

Price Per Ton Analysis

- Total Asphalt Used: 6,547.89 tons
- Revised Paving Material, Labor & Equipment Cost: \$603,275.44
- Average Price per Ton: \$92.14

Average Asphalt Cost per Ton (Paving):

$\$603,275.44 \div 6,547.89 \approx \$92.14/\text{ton}$

Revised Cost Summary by Activity

	Labor	Equipment	City Cost
Milling	\$ 15,900.93	\$ 8,004.01	\$ 23,904.94
Patching	\$ 23,588.15	\$ 7,904.22	\$ 31,429.37
Paving	\$ 93,882	\$ 63,954.53	\$ 157,836.53
Traffic Control	\$ 7,222.91	\$ 376.59	\$ 7,602.50
Project Totals	\$ 140,593.99	\$ 80,239.35	\$ 220,833.24

Original Cost Summary by Activity (Dec 15 City Commission meeting)

	Labor	Equipment	City Cost
Milling	\$ 14,913.20	\$ 5,403.82	\$ 20,317.02
Patching	\$ 22,142.19	\$ 5,066.49	\$ 27,208.68
Paving	\$ 90,411.75	\$ 27,557.26	\$ 117,969.01
Traffic Control	\$ 6,988.24	\$ 458.15	\$ 7,446.39
Project Totals	\$ 134,455.38	\$ 38,485.72	\$ 172,941.10

Out-of-Scope Work – Task ID 132890

Task 132890 involved emergency patching not included in the original scope. This work was completed in-house to avoid:

- Contractor mobilization costs
- Overhead/profit markups
- Scheduling delays

Summary of Task 132890: These are adjusted with the updated labor and equipment cost

- **Labor & Equip:** \$26,585.03
- **Materials:** \$15,476.84
- **Total Cost:** \$42,061.88
- **Asphalt Used:** 210 tons
- **Tack Oil:** 25 gallons

Note: AI was used in preparing this report.



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

To: West Fargo City Commission
From: Dustin Scott, City Administrator
Date: December 15, 2025

Subject: Improvement District No. 2290 – 2025 Public Works Mill & Overlay
Action: Cost Analysis Update – Informational Only / No Action Required

Commission President

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

Commission Vice President

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

Commissioner

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

Commissioner

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

Commissioner

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

City Administrator

Dustin T. Scott

New Information and Recommendation:

In October of this year, the Engineering and Public Works Departments worked together to produce the attached memorandum that details final costs tabulated for the construction of Improvement District No. 2290 – 2025 Public Works Mill & Overlay.

The memorandum does a good job of covering the methodology used to calculate the costs of the project. Please refer to that document for details.

The following documents are attached for review/consideration:

- Cost Analysis of Improvement District #2290 Memorandum

Staff Recommendation: Cost Analyst Update - Informational only / No action required

Previously Presented Information and Commission Actions:

June 2, 2025 –

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

May 19, 2025 –

- **Staff Recommendation:** Accept Bid and Award contract to Border States Paving, Inc. for their bid amount of \$708,050.39
- **Commission Action:** Commissioner Anderson moved, and Commissioner Zundel seconded to approve. No opposition, motion carried.

May 15, 2025 – Virtual Bid Opening was held at 10:30 AM

April 21, 2025 –

- **Staff Recommendation:** Reject all bids and Authorize Re-Advertisement for bids to rebid the project
- **Commission Action:** Commissioner Jorgensen moved, and Commissioner Zundel seconded to approve. No opposition, motion carried.

April 10, 2025 – Virtual Bid Opening was held at 10:30 AM

March 17, 2025 –

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

February 3, 2025

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

December 16, 2024

- **Staff Recommendation:** Approve Amended Resolution Creating Improvement District No. 2290, Approve Engineer's Report, Authorize Resolution of Necessity; and Direct Engineer to prepare Plans and Specifications
- **Commission Action:** Commissioner Jorgensen moved, and Commissioner Zundel seconded to approve. No opposition, motion carried.

December 2, 2024

- **Staff Recommendation:** Create Improvement District No. 2290, and Direct Engineer to prepare an Engineer's Report.
- **Commission Action:** Commissioner Zundel moved, and Commissioner Olson seconded to approve. No opposition, motion carried

To: West Fargo City Commission

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

Date: October 23, 2025

Subject: Cost Analysis of Improvement District #2290 – 2025 Public Works Mill & Overlay – Westwynd, Tintes Holding Co., South Park, and Lenzmeier’s Subdivisions

The purpose of this Memorandum is to report the final costs tabulated for the construction of Improvement District No. 2290 – 2025 Public Works Mill & Overlay. This memo does not compare the costs of this project to those of a consultant-designed and publicly bid project; its sole purpose is to present the final costs and preliminary assessments to the neighborhoods within Improvement District 2290.

For reference, in 2023, staff presented a proposed mill & overlay project that would have been constructed in several neighborhoods. The estimated assessment of that project, at that time proposed to be assessed at 80%, was estimated to be \$4,000 per single family residential house. On January 8, 2024, a hearing of protest was held by the Commission and ultimately the Commission voted not to proceed with that project. Arguments from residents on the amount of the special assessments appeared to have a significant impact on that decision. The message to the staff from that meeting was to find a way to complete these type of projects with smaller special assessments to the benefiting properties.

Thus, City staff proceeded with Improvement District 2290 which was constructed this year. The project involved city staff designing it to have contractors complete concrete curb work, milling of the roadways, and supplying asphalt and tack oil - all which were publicly bid. The City’s Public Works staff installed the wearing course. The proposed special assessments for this project include 50% of all publicly bid project work, and encompass soft costs such as engineering, materials testing, legal & administration, and bonding costs. Not intended to be assessed are any of the City’s labor and equipment costs used to construct the project.

2515 6th Street E
West Fargo, ND 58078
701-515-5100
engineering@westfargond.gov
westfargond.gov

During the planning of the 2023 project and the current Improvement District 2290, concrete pedestrian ramps compliant with modern standards were proposed for installation and funding through the Capital Improvements Sales Tax (CIST), utilizing the line item noted in the 2024 Capital Improvements Plan (CIP) that identifies annual pedestrian ramp replacements. The city bid the curb ramp replacements within the Improvement District 2290 area separately under Project No. 2291, and these are not included in the proposed assessments. The reason for this was again to lower the assessments to the benefiting properties.

Included with this memo are four attachments. They are described as follows:

1. Attachment A, is the analysis completed by Public Works Department detailing their labor and equipment costs.
2. Attachment B, which combines the Public Works Department's costs with the Improvement District 2290 bid costs provided by Border States Paving, the low bidder, along with soft costs.
3. Attachment C is an excerpt from the original Engineer's Report, approved by the Commission at the December 16th, 2024, meeting, that detailed the anticipated costs of the project to provide a comparison between what was proposed and approved vs. the final costs of the project.
4. Attachment D is a map showing preliminary assessment costs based on the final expenses tallied within this memo.

Although the pedestrian curb ramps were not assessed within Improvement District 2290, Attachment B does reference the cost of this work for transparency purposes.

In the upcoming months, City staff are preparing to bring back to the City Commission mill & overlay projects currently scheduled to be constructed in 2026, with two of them to be designed by a consultant and publicly bid to the contracting community for construction of the improvements. Additionally, according to the 2024 CIP, a mill & overlay project is planned for the core area, to be constructed and financed similarly to the current Improvement District 2290 project utilizing Public Works Department staff and equipment for the installation of the asphalt.

Regarding pedestrian ramps, City staff recommend that all pedestrian ramps within any future mill & overlay project's Improvement District be publicly bid, constructed by a contractor, and the costs included in the proposed assessments for the project.

Mill and Overlay Project 2290 – Public Works Paving

City of West Fargo – Public Works Department

Prepared by: Matthew Andvik, Senior Director of Public Works

Project Overview

Improvement District No. 2290 was initiated in response to multiple resident requests due to the deteriorating condition of the pavement in the area. Public Works crews had been performing frequent patching to maintain drivability, highlighting the urgent need for a comprehensive mill and overlay project.

City crews completed the paving over **14 working days**, with several delays due to weather, vendor issues, and asphalt plant breakdowns. Despite these setbacks, the project was completed efficiently and with significant cost savings by utilizing in-house labor and equipment.

Labor and Equipment Cost Methodology

- **Labor Costs** were calculated using total hourly rates, including base pay and benefits. A **37% benefit rate** was applied to regular pay and **22% to overtime**, based on the highest individual benefit rate among employees.
 - **Equipment Costs** included:
 - Purchase price
 - Resale/trade-in value
 - Depreciation
 - Repairs (parts and labor)
 - Fuel
 - For equipment calculated per mile, **10 miles/day** was used.
 - **Electronic message boards** were calculated by daily rates:
 - 2 units for 50 days
 - 1 unit for 43 days
 - 1 unit for 36 days
-

Project Delays and Adjustments

- **1 full day** lost to rain
 - **3 partial days** impacted by rain
 - **2 days** affected by asphalt plant breakdowns
 - **1 day** delayed due to tack oil supply issues
 - **1 week** delay due to unavailability of specified asphalt mix (Aug 28 – Sep 4)
-

Price Per Ton Analysis

- Total Asphalt Used: 6,547.89 tons
- Total Paving Material Cost: \$551,055.18
- Average Price per Ton: \$84.16

Average Asphalt Cost per Ton (Paving):

$\$551,055.18 \div 6,547.89 \approx \$84.16/\text{ton}$

Cost Summary by Activity

	Labor	Equipment	City Cost
Milling	\$ 14,913.20	\$ 5,403.82	\$ 20,317.02
Patching	\$ 22,142.19	\$ 5,066.49	\$ 27,208.68
Paving	\$ 90,411.75	\$ 27,557.26	\$ 117,969.01
Traffic Control	\$ 6,988.24	\$ 458.15	\$ 7,446.39
Project Totals	\$ 134,455.38	\$ 38,485.72	\$ 172,941.10

Out-of-Scope Work – Task ID 132890

Task 132890 involved emergency patching not included in the original scope. This work was completed in-house to avoid:

- Contractor mobilization costs
- Overhead/profit markups
- Scheduling delays

Summary of Task 132890:

- **Labor + Equipment:** \$19,083.56
 - **Materials:** \$15,476.84
 - **Total Cost: \$34,560.41**
 - **Asphalt Used:** 210 tons
 - **Tack Oil:** 25 gallons
-

*AI was used to assist in formatting this report.

Attachment B - Engineering Analysis of As-Installed Costs

Activity	Public Works			Materials	2290 Contract		PW Mat. & 2290 Cont.	
	Labor	Equipment	Labor & Equip.		Construction	Soft Costs	Mats. + CAP's + SC's	
Milling (Trucking)	\$14,913.20	\$5,403.82	\$20,317.02				\$0.00	
Patching	\$22,142.19	\$5,066.49	\$27,208.68	\$3,755.50			\$3,755.50	
Paving	\$90,411.75	\$27,557.26	\$117,969.01	\$16,775.15			\$16,775.15	
Traffic Control	\$6,988.24	\$458.15	\$7,446.39				\$0.00	
Contractor's Application for Payment - 1-3					\$915,789.46		\$915,789.46	
Contractor's Application for Payment - Final					\$172.15		\$172.15	
Engineering (Design/Construction) (10%)						\$91,596.16	\$91,596.16	
Consultant (Materials Testing)						\$3,000.00	\$3,000.00	
Legal & Administration (5%)						\$45,798.08	\$45,798.08	
Bonding/Interest (4%)						\$36,638.46	\$36,638.46	
Project Totals	\$134,455.38	\$38,485.72	\$172,941.10	\$20,530.65	\$915,961.61	\$177,032.71	\$1,113,524.97	
Labor & Equip. + PW Materials & 2290 Contract								\$1,286,466.07
50% of PW Materials & 2290 Contract								\$556,762.48
50% of PW Materials & 2290 Contract								\$556,762.48

Potential Estimated Special Assessments

Standard

Single Family Home	\$1,550
Twin Home	\$925
Condo / Town Home	\$475

If Curb Ramps Were Included*

Single Family Home	\$2,025
Twin Home	\$1,225
Condo / Town Home	\$625

* Curb Ramps were constructed in the Project 2291 - 2025 Concrete Pavement Repairs project.

Source of Funds (From Engineer's Report dated 12-12-2024)

Special Assessments (50% Expenditures)	\$572,500.00
City Funds - Capital Impr. Sales Tax (50% Expenditures)	\$572,500.00
<u>City Funds - General Fund (100% Labor & Equip.)</u>	\$155,000.00
Total	\$1,300,000.00

Communicated Estimated Special Assessments in Mailed 1-9-2025 Notice of Potential Assessed Improvements Impacting Your Property

Single Family Home	\$1,600
Twin Home	\$1,000
Condo / Town Home	\$500

Estimate of Probable Cost

Construction		\$1,090,000
Bid Proposal Items	\$991,000	
Contingency (~10%)	\$ 99,000	
Engineering (Design/Construction) (10%)		\$109,000
Consultant (Materials Testing)		\$3,000
Legal & Administration (5%)		\$55,000
Bonding/Interest (4%)		\$43,000
<hr/>		
Total Estimated Cost		\$1,300,000

Source of Funds

Special Assessments (50% Expenditures)	\$572,500
City Funds - Capital Impr. Sales Tax (50% Expenditures)	\$572,500
City Funds - General Fund (100% City Labor & Equip.)	\$155,000
<hr/>	
Total	\$1,300,000

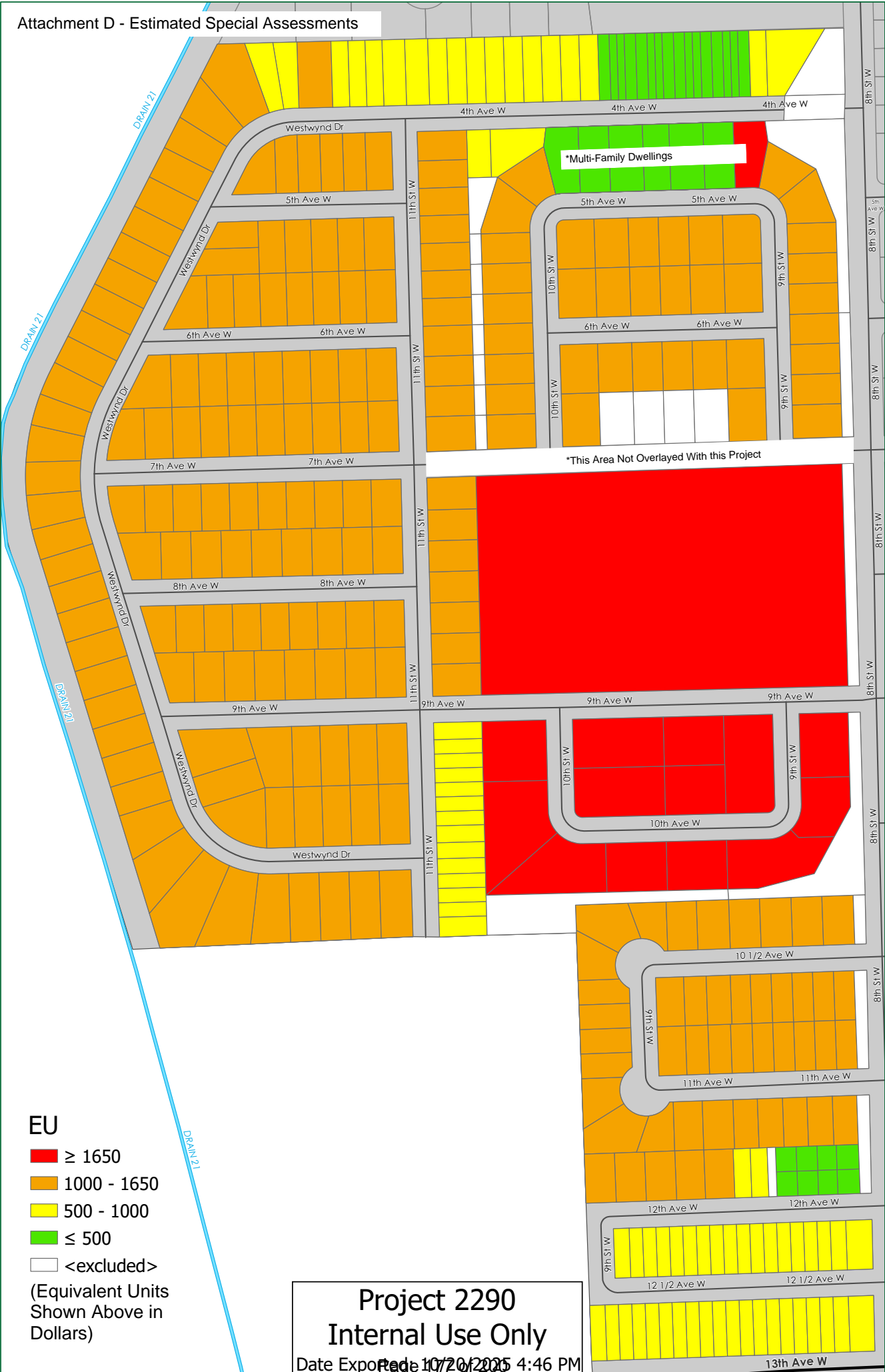
Supporting Documents (available upon request)

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

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

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





EU

- ≥ 1650
- 1000 - 1650
- 500 - 1000
- ≤ 500
- <excluded>

(Equivalent Units Shown Above in Dollars)

Project 2290
Internal Use Only
 Date Exported: 10/20/2025 4:46 PM

Item Title: Project No. 2300 – 2026 Public Works Mill & Overlay

Requested Action/Staff Recommendation: Accept Bid and Award Contract

Presented By: Jerry Wallace, City Engineer

New Information: At the March 16, 2026, Commission Meeting, the Commission Authorized this project to move forward with the bidding process. A virtual bid opening was conducted on April 28, 2026, at 10:30 AM where one (1) bid was received. Border States Paving, Inc. was the lowest bidder for their bid amount of \$562,492.25. The bid came in at 2.5% over the final design Engineer's Estimate of \$549,000.00.

Background & Project Summary: Public Works and Engineering staff have identified roadways that are in critical need of rehabilitation. These roads will be overlaid using Public Works equipment and staff. Per Century Code requirements, the milling of roadways, curb and gutter removals and replacements, curb ramp removals and replacements, the asphalt that Public Works will pick up and install, and the striping and pavement markings will be publicly bid.

Financial Analysis: This project will be completed utilizing the Engineering Department and Public Works staff. The work is on collector-class roadways, and no special assessments are proposed as a funding mechanism. The 2024 CIP had project costs of \$1,000,000 for the mill and overlay portion and \$250,000 for the curb ramps portion, with both portions to be paid with 100% Capital Improvement Sales Tax funds. The total estimated cost is \$931,000.

Policy Analysis: Mill & Overlay projects are standard maintenance practices that significantly extend service life. These projects save both the city and property owners money by significantly delaying the need for future full roadway reconstruction.

Supporting Documents:

- Affidavit of Publication
- Bid Tabulation
- Notice of Award
- Engineer's Statement of Estimated Cost
- Associated Resolution

Previously Presented Information & Commission Actions:

March 16, 2026 –

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

March 2, 2026 –

- **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.

February 17, 2026 –

- **Staff Recommendation:** Create Project No. 2300 and Direct Engineer to prepare Engineer's Report
- **Commission Action:** Commissioner Jorgensen moved and Commissioner Olson seconded to approve. No opposition, motion carried.

West Fargo City Commission

Bernie Dardis, Commission President

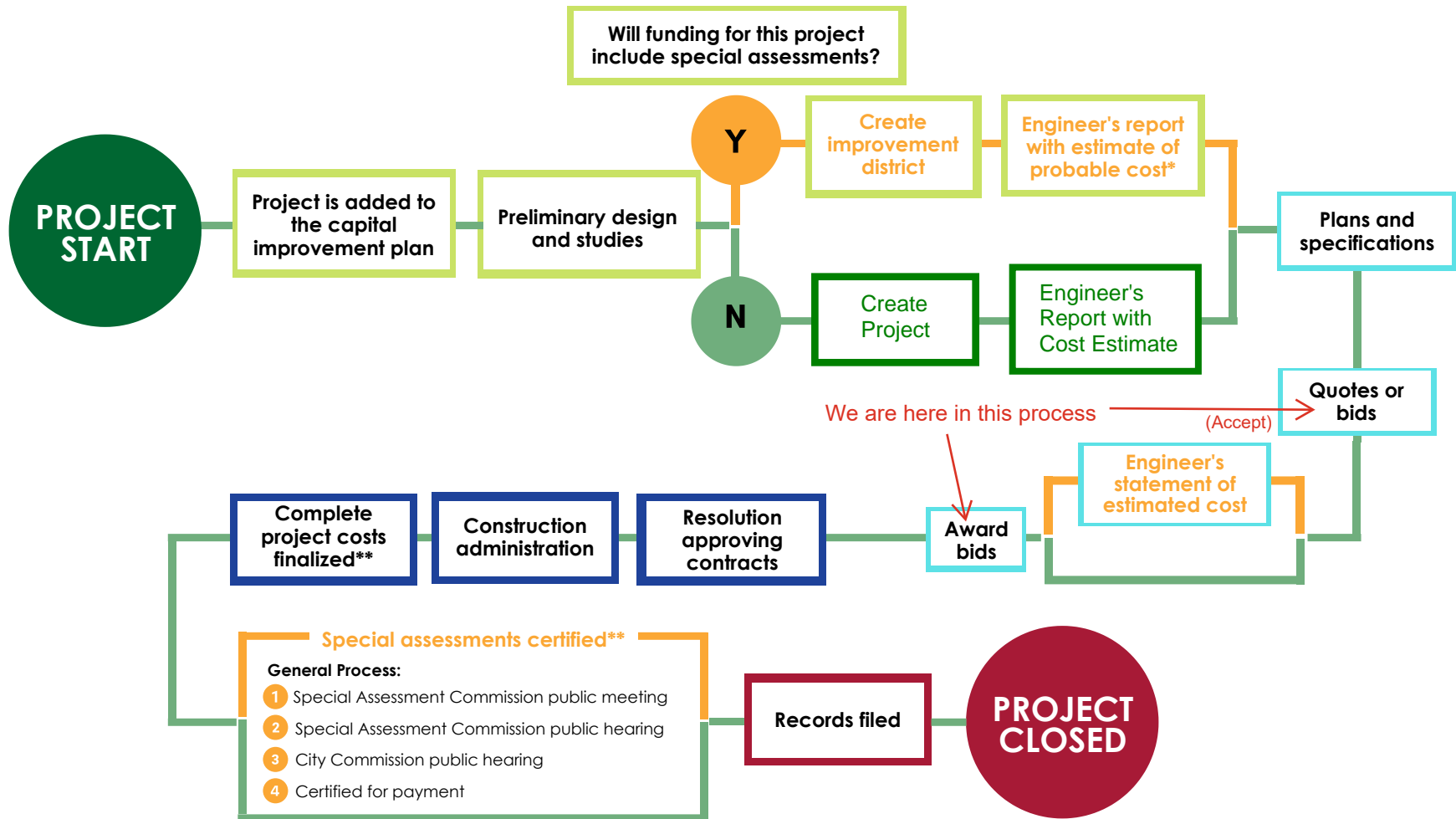
Brad Olson, Commission Vice President

Roben Anderson, Rory Jorgensen, Amy Zundel, Commissioners

Dustin Scott, City Administrator

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.



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**; (3) time: *Wednesday, March 25, 2026, Wednesday, April 1, 2026, Wednesday, April 8, 2026*, as required by law or ordinance.

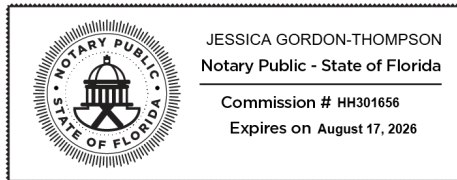
3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

Anjana Bhadoriya

(Signed) _____

VERIFICATION

State of Florida
County of Orange



Subscribed in my presence and sworn to before me on this: **04/08/2026**

J. Ra

Notary Public
Notarized remotely online using communication technology via Proof.

CITY OF WEST FARGO, NORTH DAKOTA
PROJECT NO. 2300 – 2026 PUBLIC WORKS MILL & OVERLAY 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 QuestCDN until April 16, 2026, at 10:00 a.m. local time. Bids will be viewed and read via video/phone conference at 10:30 a.m. the same day. Mailed or hand delivered bids will not be opened or considered. Link for the video/phone conference is provided at www.westfargond.gov/268/Engineer by clicking the Project Bid Information tab, or at www.questcdn.com.

The Project consists of milling existing asphalt pavement, spot replacing existing curb and gutter, an asphalt overlay, and replacement of existing concrete pedestrian ramps.

Bids will be received for a single prime Contract. Bids shall be on a unit price basis as indicated in the Bid Form.

Digital project bidding documents will be available at <https://www.westfargond.gov/268/Engineer> by clicking the Project Bid Information tab, or at www.questcdn.com. You may download the complete set of digital documents for a nonrefundable fee of \$42.00 by locating eBidDoc™ Number 10099497 on the website. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in membership registration, downloading and working with this digital project information, and online bid submittal.

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, and any conditions of the City of West Fargo, as required by law. 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. § 43-07-7. 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 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

Owner: City of West Fargo
By: Dustin T. Scott
Title: City Administrator
Date: March 16, 2026

Publish Dates: March 25, 2026, April
1, 2026, and April 8, 2026
(Mar. 25; Apr. 1 & 8, 2026)

2026 Public Works Mill & Overlay (#10099497)
 Owner: West Fargo, City of
 Solicitor: West Fargo, City of
 04/28/2026 10:00 AM CDT
 Bid Tabulation - Contractor



Border States Paving, Inc.

Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Unit Price	Extension
	1	n/a	Storm Sewer Catch Basin - Adjust Existing	EA	8	\$1,230.00	\$9,840.00
	2	n/a	Inlet Protection Device - Install & Maintain	EA	8	\$275.00	\$2,200.00
	3	n/a	Inlet Protection Device - Remove	EA	8	\$110.00	\$880.00
	4	n/a	Curb & Gutter - Sawcut Existing	LF	192	\$6.60	\$1,267.20
	5	n/a	Curb & Gutter - Remove	LF	795	\$9.65	\$7,671.75
	6	n/a	Curb & Gutter - Connect To Existing	EA	64	\$13.50	\$864.00
	7	n/a	Curb & Gutter - Highback	LF	579	\$64.20	\$37,171.80
	8	n/a	Curb & Gutter - Knockdown	LF	216	\$64.20	\$13,867.20
	9	n/a	Asphalt Milling - 2" Uniform - Install	SY	23990	\$0.75	\$17,992.50
	10	n/a	Asphalt Milling - 2" Tapered - Install	SY	5063	\$0.75	\$3,797.25
	11	n/a	Tack Coat - Material	GAL	3396	\$3.00	\$10,188.00
	12	n/a	Asphalt Overlay - 2" - Material	TON	3820	\$76.50	\$292,230.00
	13	n/a	Sidewalk - Sawcut Existing	LF	113	\$7.15	\$807.95
	14	n/a	Sidewalk - Remove	SY	83	\$12.40	\$1,029.20
	15	n/a	Sidewalk - Connect To Existing	EA	21	\$39.10	\$821.10
	16	n/a	Sidewalk - 4" Concrete	SY	100	\$105.00	\$10,500.00
	17	n/a	Multi-Use Path - Sawcut Existing	LF	110	\$8.25	\$907.50
	18	n/a	Multi-Use Path - Remove	SY	105	\$12.10	\$1,270.50
	19	n/a	Multi-Use Path - Connect To Existing	EA	12	\$59.90	\$718.80
	20	n/a	Multi-Use Path - 5" Concrete	SY	149	\$109.00	\$16,241.00
	21	n/a	Curb Ramp - Remove	SY	193	\$19.80	\$3,821.40
	22	n/a	Curb Ramp - 6" Concrete	SY	132	\$136.00	\$17,952.00
	23	n/a	Detectable Warning Panels	SF	336	\$66.10	\$22,209.60
	24	n/a	Topsoil - 4"	CY	114	\$79.30	\$9,040.20
	25	n/a	Seeding	SY	318	\$11.00	\$3,498.00
	26	n/a	Mulch - Hydromulch	SY	318	\$11.00	\$3,498.00
	27	n/a	Signing	SF	17	\$33.00	\$561.00
	28	n/a	Sign Post	LF	27	\$38.60	\$1,042.20
	29	n/a	Sign Anchor	EA	3	\$16.50	\$49.50
	30	n/a	Striping - 24" White	LF	872	\$11.00	\$9,592.00
	31	n/a	Striping - 8" White	LF	1564	\$2.75	\$4,301.00
	32	n/a	Striping - 4" Yellow	LF	508	\$2.20	\$1,117.60
	33	n/a	Striping - Message	SF	336	\$16.50	\$5,544.00
	34	n/a	Traffic Control - Type A	LSUM	1	\$50,000.00	\$50,000.00
Base Bid Total:							\$562,492.25

NOTICE OF AWARD

Date of Issuance: May 4, 2026

Owner: City of West Fargo

Owner's Contract No.: 2300

Engineer: City of West Fargo

Engineer's Project No.: 2300

Project: 2026 Public Works Mill & Overlay

Contract Name: Project No. 2300 – 2026 Public Works Mill & Overlay

Bidder: Border States Paving, Inc.

Bidder's Address: 4101 32nd St N, Fargo, ND 58102

TO BIDDER:

You are notified that Owner has accepted your Bid dated April 28, 2026, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Project No. 2300 – 2026 Public Works Mill & Overlay.

The Contract Price of the awarded Contract is: \$562,492.25

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

3 sets of the 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 2 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and 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 ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner: City of West Fargo

Authorized Signature

By: Bernie L. Dardis

Title: President of the Board of City Commissioners

Copy: Engineer

May 4, 2026

Board of City Commissioners
City of West Fargo
2515 6th St E
West Fargo, ND 58078

Re: Project No. 2300 – 2026 Public Works Mill & Overlay

WHEREAS, bids were opened and filed for Project No. 2300 – 2026 Public Works Mill & Overlay 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;

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

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

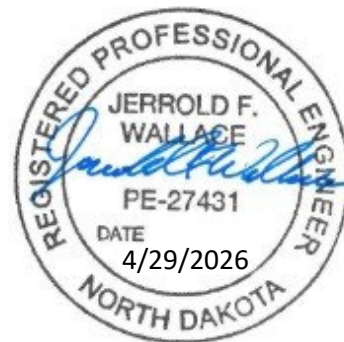
That the following (and/or attached hereto) is a detailed statement of the estimated cost for work described as Project No. 2300 – 2026 Public Works Mill & Overlay of the City of West Fargo, North Dakota.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 29th day of April, 2026.

JERROLD F. WALLACE
ND REG. NO. 27431



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



**Project No. 2300
2026 Public Works Mill & Overlay
West Fargo, ND**

ENGINEER'S STATEMENT OF ESTIMATED COST

BID ITEM NO. & DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
<u>By Contractor</u>				
1. n/a Storm Sewer Catch Basin - Adjust Existing	EA	8	\$1,230.00	\$9,840.00
2. n/a Inlet Protection Device - Install & Maintain	EA	8	\$275.00	\$2,200.00
3. n/a Inlet Protection Device - Remove	EA	8	\$110.00	\$880.00
4. n/a Curb & Gutter - Sawcut Existing	LF	192	\$6.60	\$1,267.20
5. n/a Curb & Gutter - Remove	LF	795	\$9.65	\$7,671.75
6. n/a Curb & Gutter - Connect To Existing	EA	64	\$13.50	\$864.00
7. n/a Curb & Gutter - Highback	LF	579	\$64.20	\$37,171.80
8. n/a Curb & Gutter - Knockdown	LF	216	\$64.20	\$13,867.20
9. n/a Asphalt Milling - 2" Uniform - Install	SY	23,990	\$0.75	\$17,992.50
10. n/a Asphalt Milling - 2" Tapered - Install	SY	5,063	\$0.75	\$3,797.25
11. n/a Tack Coat - Material	GAL	3,396	\$3.00	\$10,188.00
12. n/a Asphalt Overlay - 2" - Material	TON	3,820	\$76.50	\$292,230.00
13. n/a Sidewalk - Sawcut Existing	LF	113	\$7.15	\$807.95
14. n/a Sidewalk - Remove	SY	83	\$12.40	\$1,029.20
15. n/a Sidewalk - Connect To Existing	EA	21	\$39.10	\$821.10
16. n/a Sidewalk - 4" Concrete	SY	100	\$105.00	\$10,500.00
17. n/a Multi-Use Path - Sawcut Existing	LF	110	\$8.25	\$907.50
18. n/a Multi-Use Path - Remove	SY	105	\$12.10	\$1,270.50
19. n/a Multi-Use Path - Connect To Existing	EA	12	\$59.90	\$718.80
20. n/a Multi-Use Path - 5" Concrete	SY	149	\$109.00	\$16,241.00
21. n/a Curb Ramp - Remove	SY	193	\$19.80	\$3,821.40
22. n/a Curb Ramp - 6" Concrete	SY	132	\$136.00	\$17,952.00
23. n/a Detectable Warning Panels	SF	336	\$66.10	\$22,209.60
24. n/a Topsoil - 4"	CY	114	\$79.30	\$9,040.20
25. n/a Seeding	SY	318	\$11.00	\$3,498.00
26. n/a Mulch - Hydromulch	SY	318	\$11.00	\$3,498.00
27. n/a Signing	SF	17	\$33.00	\$561.00
28. n/a Sign Post	LF	27	\$38.60	\$1,042.20
29. n/a Sign Anchor	EA	3	\$16.50	\$49.50
30. n/a Striping - 24" White	LF	872	\$11.00	\$9,592.00
31. n/a Striping - 8" White	LF	1,564	\$2.75	\$4,301.00
32. n/a Striping - 4" Yellow	LF	508	\$2.20	\$1,117.60
33. n/a Striping - Message	SF	336	\$16.50	\$5,544.00
34. n/a Traffic Control - Type A	LSUM	1	\$50,000.00	<u>\$50,000.00</u>
			Construction Subtotal - By Contractor	\$562,492.25
			Contingencies - By Contractor	\$56,207.75
			Contingencies - Patching Material By Contractor	\$28,300.00
			Total Construction - By Contractor	\$647,000.00

ITEM NO. & DESCRIPTION	UNIT	ESTIMATED QUANTITY	ESTIMATED UNIT PRICE	ESTIMATED EXTENDED PRICE
<u>By Public Works</u>				
A. n/a Asphalt Milling - 2" Uniform - Disposal	SY	23,990	\$0.25	\$5,997.50
B. n/a Asphalt Milling - 2" Tapered - Disposal	SY	5,063	\$0.25	\$1,265.75
C. n/a Sanitary Sewer Manhole - Adjust Existing	EA	9	\$250.00	\$2,250.00
D. n/a Valve Box - Adjust Existing	EA	6	\$75.00	\$450.00
E. n/a Storm Sewer Manhole - Adjust Existing	EA	18	\$250.00	\$4,500.00
F. n/a Tack Coat - Supply	GAL	3,396	\$0.25	\$849.00
G. n/a Tack Coat - Install	GAL	3,396	\$0.75	\$2,547.00
H. n/a Asphalt Overlay - 2" - Supply	TON	3,820	\$5.00	\$19,100.00
I. n/a Asphalt Overlay - 2" - Install	TON	3,820	\$17.00	\$64,940.00
J. n/a Traffic Control - Type B	LSUM	1	\$5,000.00	\$5,000.00
K. n/a Storm Water Management	LSUM	1	\$500.00	<u>\$500.00</u>
Construction Subtotal - By Public Works				\$107,399.25
Contingencies - By Public Works				\$10,900.75
Contingencies - Patching Supply & Install By Public Works				\$8,700.00
Total Construction - By Public Works				\$127,000.00
TOTAL CONSTRUCTION - By Contractor and By Public Works				\$774,000.00
Engineering - Design & Construction				\$85,000.00
Materials Testing - Consultant				\$11,000.00
Legal & Administration				\$39,000.00
Bonding				\$0.00
TOTAL COST				\$909,000.00

Commissioner _____ introduced the following resolution and moved its adoption:

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

WHEREAS, bids have heretofore been received for the making of certain improvements in Project No. 2300 – Public Works Mill & Overlay 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 Border States Paving, Inc. in the amount of \$562,492.25, is the lowest bid received and that said company is the lowest responsible bidder; that said bid was accompanied by a bidder's bond in the amount of 5% of the bid price and copy of the contractor's license or certificate of renewal thereof and in conformity with the provisions of Chapter 40-29 of the North Dakota Century Code

That the Engineer for the City of West Fargo, has made and filed with the Board of City Commissioners of the City of West Fargo a careful and detailed statement of the estimated cost of said work in said Project No. 2300;

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 Border States Paving, Inc. in the amount of \$562,492.25, 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: May 4, 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: Introduction of a draft City Commission Governance Policy

Presented By: Dustin Scott, City Administrator

Requested Action: Discussion and feedback

Summary:

The attached draft governance policy aims to provide a clear and consistent framework for how the City Commission and Administration work together in serving the community in an effective, transparent, and legally sound manner.

The draft has been reviewed by the City Attorney, as well as Senior Directors and select Department Heads. It was developed with consideration of policies used by comparable local government agencies, applicable state law, the City's Home Rule Charter, and best practices from organizations such as ICMA, NLC, and GFOA.

The intent is to provide clarity regarding governing authority, communication, and operational relationships, while maintaining the flexibility necessary for effective day-to-day governance. The policy includes guidance on:

- Governing authority and the role of the Commission as a body
- The Commission–Administrator relationship
- Communication and information sharing
- Individual Commissioner requests and coordination with staff
- Portfolio assignments and committee/liason roles
- Participation on external boards and regional organizations
- Governance culture and professional conduct
- Operational expectations and administrative authority

Attachments:

- Draft City Commission Governance Policy

West Fargo City Commission

Bernie Dardis, Commission President

Brad Olson, Commission Vice President

Roben Anderson, Rory Jorgensen, Amy Zundel, Commissioners

Dustin Scott, City Administrator

Chapter 109

City Commission Governance - DRAFT

109.01 PURPOSE AND SCOPE

The City of West Fargo operates under a commission form of government as provided by state law and the City's Home Rule Charter. The purpose of this policy is to establish a comprehensive governance framework for the West Fargo Board of City Commissioners (Commission). This policy defines governing authority, role clarity, accountability mechanisms, and standards of conduct necessary for lawful and effective municipal governance.

This policy primarily applies to the Commission as the governing body of the City. Advisory boards, committees, task forces, and other groups established by the Commission are subject to applicable provisions of this policy related to authority, conduct, and interaction with City staff, but they do not possess independent governing authority and may not direct City staff or bind the City unless expressly provided by law or formal Commission action.

City Commissioners are elected officials and are not employees of the City. This policy establishes governance expectations intended to promote consistency and effective working relationships and does not create disciplinary authority over elected officials. Nothing in this policy alters statutory authority, Home Rule Charter authority, voter rights, or applicable state law. In the event of a conflict between this policy and controlling law, controlling law governs.

Nothing in this policy creates a private right of action.

109.02 GOVERNING AUTHORITY

Under the commission form of government, the Commission serves as the legislative and policy-making body of the City. Authority rests with the Commission acting as a body, not with individual Commissioners.

The President of the Board of City Commissioners (Mayor) serves as the presiding officer of the Commission and facilitates the orderly conduct of meetings. The Mayor may represent the City for ceremonial and intergovernmental purposes and perform duties assigned by the Commission as well as those required by law or the City's Home Rule Charter.

The Mayor does not possess independent executive or administrative authority and may not act on behalf of the Commission except as authorized by formal Commission action, the City's Home Rule Charter, or required by law. In the absence or unavailability of the Mayor, the individual lawfully designated to preside over Commission meetings shall perform the duties of the Mayor for purposes of this policy.

The Commission exercises its authority only through formal action taken at a duly noticed meeting and approved by majority vote of the Commissioners present at the meeting unless otherwise

required by law. Reference to a Commissioner or Commissioners in this policy includes reference to the Mayor.

Individual Commissioners:

- (a) Do not possess authority to bind the City.
- (b) Do not possess authority to act on behalf of the Commission unless authorized by formal Commission action.
- (c) Do not possess independent supervisory authority over City staff.
- (d) Do not issue directives to City staff or commit City resources unless authorized by formal Commission action.

109.03 ORGANIZATIONAL ACTIONS FOLLOWING MUNICIPAL ELECTIONS

Following municipal elections and the swearing-in of newly elected Commissioners, the Commission may take organizational actions necessary for the effective conduct of City business.

Such actions include:

- (a) Appointment of a Vice President (Deputy Mayor) as required by state law.
- (b) Appointment of appointive officers as required by ordinance.
- (c) Approval of Commissioner portfolio assignments.
- (d) Appointment of City representatives to boards, committees, and regional organizations, with consideration given to alignment with the Commission's liaison and portfolio assignments.

Appointments and assignments are typically presented by the Mayor for consideration and approved by the Commission.

109.03.1 COMMISSIONER ORIENTATION

Following each municipal election, the City may provide orientation for newly elected Commissioners.

Orientation may include governance structure, legal requirements, financial overview, and introduction to City leadership.

Additional training opportunities may be offered as directed by the Commission.

109.04 ROLE OF THE COMMISSION

The Commission is responsible for legislative action, strategic direction, and oversight of municipal administration. The Commission does not engage in day-to-day operational management.

In carrying out its responsibilities, the Commission shall:

- (a) Adopt ordinances and resolutions as provided by law.
- (b) Establish long-term priorities and policy direction.
- (c) Approve the annual City budget.
- (d) Provide oversight of City administration.
- (e) Exercise independent judgment during deliberations.
- (f) Act in the best interests of the City as a whole.

109.05 COMMISSION–ADMINISTRATOR RELATIONSHIP

Effective governance requires a clear distinction between policy direction and administrative management. The Commission sets policy and direction; the City Administrator manages operations and implements that direction.

Individual Commissioners shall not direct, supervise, or assign work to City staff outside of formal action taken at a duly noticed meeting. The Commission shall direct City operations only through formal action taken at a duly noticed meeting, with implementation carried out through the City Administrator.

City staff are accountable to the City Administrator and shall carry out duties consistent with adopted policy and formal Commission direction. Commissioners may request information necessary to perform their elected duties. Requests for operational action or policy implementation shall be coordinated through the City Administrator to ensure consistency, transparency, and efficient use of staff resources.

If a request requires a material expenditure of staff time or resources, the City Administrator may bring the matter before the full Commission for direction.

The Commission shall not modify or override established administrative procedures adopted pursuant to the City Policy Manual or other approved operational policies, except through formal amendment or repeal by Commission action.

109.05.1 INDIVIDUAL COMMISSIONER REQUESTS

Individual Commissioners may request information or clarification necessary to perform their duties. Requests may be made through the City Administrator or directly to appropriate staff consistent with this policy.

When a request extends beyond routine information and involves staff research, analysis, operational action, or material commitment of staff time or resources, the request should be coordinated through the City Administrator to ensure consistency, appropriate prioritization, and efficient use of staff resources.

The City Administrator may evaluate such requests for scope and resource impact and, when appropriate, bring the matter before the Commission for consideration and direction. If the request involves extensive records retrieval, compilation, or staff resources beyond routine information sharing, the Commission may determine the appropriate course of action, which may include proceeding through established open records request processes in accordance with state law and City policy.

This section is intended to provide flexibility and relies on professional judgment by Commissioners, the City Administrator, and staff. Individual Commissioner requests do not constitute direction of the Commission unless approved by formal action.

109.05.2 INFORMATION SHARING

Effective governance requires that Commissioners have equal access to relevant information.

Information provided to one Commissioner regarding City business shall be made available to all Commissioners when appropriate to ensure transparency and informed decision-making.

The City Administrator shall take reasonable steps to ensure that material information related to City operations, policy matters, and Commission action is shared consistently with the full Commission.

The distribution of information shall not be used to facilitate Commissioner deliberations or influence decision-making outside of a properly noticed public meeting.

109.05.3 COMMUNICATION WITH CITY STAFF

Commissioners may communicate directly with City staff for purposes of obtaining information, understanding City operations, or responding to constituent inquiries.

Such communication shall not interfere with established reporting relationships or include direction to initiate, modify, or prioritize operational work outside the coordination of the City Administrator.

Operational direction and assignment of work remain the responsibility of the City Administrator. City staff may refer Commissioners to the City Administrator for requests regarding matters within the scope of the City Administrator's responsibilities, including those involving operational direction, significant staff time, policy implementation, and resource commitments.

109.06 COMMITTEES AND LIAISON ASSIGNMENTS

The Commission may utilize informal committees or liaison assignments to improve communication and policy development. Committees serve in an advisory capacity only.

Committees and liaison roles:

- (a) May study issues and develop recommendations.
- (b) May not direct the City Administrator or staff.
- (c) May not take action binding the Commission.
- (d) Require formal Commission action for recommendations to become effective.

Committee and liaison assignments may be established or modified by majority vote of the Commissioners present at a meeting.

109.06.1 PORTFOLIO ASSIGNMENTS

The Commission utilizes portfolio assignments to support communication, coordination, and familiarity with major areas of City operations.

Portfolio assignments are intended to provide Commissioners with a general understanding of assigned service areas and to facilitate effective communication with the City Administrator and staff.

Portfolio assignments are also intended to foster collaborative communication, shared understanding, and informed decision-making between Commissioners, the City Administrator, and City staff.

Each Commissioner may be assigned one or more primary portfolios and may also be assigned secondary portfolios to ensure continuity and coverage.

Portfolio assignments shall be proposed by the Mayor and approved by the Commission, with consideration given to Commissioner interest, experience, and workload distribution.

Portfolio assignments should be considered in coordination with external board and organizational appointments, as well as committee and liaison assignments, to promote alignment, balanced workload distribution, and effective representation of the Commission across City functions and external organizations.

In making portfolio assignments, consideration shall be given to avoiding actual, potential, or perceived conflicts of interest. Commissioners should not be assigned portfolios where a personal, financial, or professional relationship could reasonably impair objectivity or create the appearance of undue influence, including but not limited to situations involving immediate family employment within a department, prior employment within or related to a department, and/or a position of significant leadership capacity within the assigned service area..

Portfolio assignments should be reviewed and may be reconsidered following municipal elections or changes in Commission membership. Assignments may be modified at any time as proposed by the Mayor and approved by the Commission.

Commissioners assigned to a portfolio may:

- (a) Receive information and updates related to the assigned service area.
- (b) Communicate with the City Administrator and staff consistent with this policy.
- (c) Identify and elevate issues or topics for Commission consideration.
- (d) Develop familiarity with operations, programs, and services within the assigned area.
- (e) Participate in discussions and provide feedback during the budget development process.
- (f) Provide periodic reporting to the Commission and public on activities within assigned areas.

Portfolio assignments do not grant supervisory authority over City staff or operations.

Commissioners shall not direct staff, approve work, or act independently on behalf of the City based on a portfolio assignment.

All operational direction shall remain the responsibility of the City Administrator, and all policy direction shall require formal Commission action.

109.06.2 EXTERNAL BOARDS AND ORGANIZATIONS

The Commission may appoint Commissioners to serve as representatives on external boards, committees, and regional organizations to support intergovernmental coordination, regional planning, and collaboration.

Such appointments shall be approved by the Commission and may be considered in coordination with portfolio, committee, and liaison assignments to promote alignment of subject matter knowledge and effective representation.

Commissioners serving in these roles act as representatives of the City and shall communicate and advocate in a manner consistent with the Commission's established direction, priorities, and formal actions.

When the Commission has not established direction on a matter, Commissioners may participate in discussions, exercise independent judgment, and vote in a manner they believe to be in the best interests of the City and community. In doing so, Commissioners shall not represent that they are speaking on behalf of the Commission as a whole or committing the City to a position that has not been formally approved by the Commission.

Commissioners shall provide updates to the Commission, as appropriate, regarding significant activities, discussions, and issues arising from their participation with external organizations, particularly when such matters may warrant future Commission consideration.

Service on external boards and organizations shall be conducted in a manner consistent with applicable laws, including open meeting and conflict-of-interest requirements.

109.07 GOVERNANCE CULTURE AND PROFESSIONAL CONDUCT

Public confidence in municipal government depends on professionalism, decorum, and ethical conduct. Commissioners are expected to conduct themselves in a manner consistent with the City's core goals of Teamwork, Respect, Integrity, Compassion, and Service.

In performing their duties, Commissioners shall:

- (a) Prepare for meetings and participate in deliberations in good faith.
- (b) Maintain decorum during meetings and official functions.
- (c) Engage respectfully with colleagues, staff, and members of the public.
- (d) Refrain from personal attacks, harassment, or conduct that disrupts orderly governance.
- (e) Avoid conduct that could reasonably undermine public confidence in City government.
- (f) Respect and uphold a decision made by the Commission even if the Commissioner disagreed with the ultimate decision during deliberations.

Meetings shall be conducted in accordance with applicable law and adopted procedural rules.

109.07.1 AGENDA MANAGEMENT

Effective meetings require clear organization of agenda items to promote efficiency, transparency, and informed decision-making.

Agenda items may be organized into a consent agenda or a regular agenda at the direction of the City Administrator in coordination with the Mayor, consistent with applicable law and adopted procedures.

A consent agenda may include routine, non-controversial items that do not require individual discussion and are appropriate for approval by a single motion.

Items may be more appropriate for placement on the regular agenda when:

- (a) The item involves significant policy direction or community impact.
- (b) The item requires discussion, deliberation, or presentation.

- (c) A Commissioner requests separate consideration.
- (d) The item involves complex, unusual, or time-sensitive matters.

Any Commissioner may request separate consideration of an item on the consent agenda, in accordance with standard meeting procedures.

Nothing in this section establishes mandatory criteria or limits Commission discretion regarding agenda structure.

109.07.2 AGENDA ITEM INITIATION

Commissioners may request that items be considered for placement on a future agenda.

Requests for agenda items shall be coordinated through the City Administrator and the Mayor consistent with adopted procedures.

The purpose of this process is to ensure that items are appropriately prepared, information is available, and Commission time is used effectively.

Nothing in this section limits the Commission’s authority to add or consider items in accordance with applicable law.

109.08 OPERATIONAL EXPECTATIONS

Operational expectations define the authority delegated to the City Administrator and establish the parameters within which administrative decisions are made. These expectations also provide a framework for evaluating performance.

109.08.1 Emergency Succession

Continuity of operations is essential to municipal governance. The City Administrator shall ensure operational readiness in the event of temporary absence, incapacity, or vacancy.

In the event of a temporary absence or unavailability of the City Administrator prior to formal Commission action, the Mayor may designate a senior director to perform the duties of the City Administrator on an interim basis. The designated individual shall exercise only the authority necessary to maintain continuity of operations. Any such designation is temporary and does not constitute a permanent appointment.

In the event of vacancy or extended absence of the City Administrator, the Commission may appoint one of the City’s senior directors to serve as Interim City Administrator by formal action.

The City Administrator shall ensure that cross-training, documentation, and administrative processes are sufficient to maintain essential services during leadership transitions.

109.08.2 Treatment of Community Members

The City Administrator shall not cause or knowingly allow conditions, procedures, or actions that are unlawful, unethical, unsafe, or discriminatory.

The Administrator shall ensure:

- (a) Protection of confidential and legally protected information.
- (b) Prompt and fair handling of complaints.
- (c) Compliance with applicable federal and state laws.
- (d) Nondiscriminatory administrative practices.

109.08.3 Personnel Administration

The City Administrator, either directly or through delegation, is responsible for the recruitment, employment, evaluation, and discipline of City employees in accordance with applicable laws and City policy.

The Administrator shall:

- (a) Hire or cause employees to be hired based on merit and qualifications.
- (b) Ensure fair and consistent personnel practices.
- (c) Maintain lawful workplace standards.
- (d) Provide performance management and evaluation processes consistent with City policy.

Employee discipline, grievance, and evaluation procedures shall be governed by the adopted personnel policies contained within the City Policy Manual.

109.08.4 Financial Planning and Administration

Fiscal integrity is fundamental to public trust. The City Administrator shall develop and administer the annual budget consistent with Commission direction and applicable law.

The Administrator shall:

- (a) Maintain internal financial controls.
- (b) Ensure compliance with adopted spending policies.
- (c) Coordinate required audits.
- (d) Maintain financial records consistent with generally accepted accounting standards.

Nothing in this policy modifies or supersedes adopted purchasing, budgeting, or procurement policies.

109.08.5 Asset Protection

City assets shall be protected from misuse, unnecessary risk, or inadequate maintenance.

The City Administrator shall ensure:

- (a) Appropriate insurance coverage.
- (b) Protection of facilities, equipment, records, and data.
- (c) Purchasing practices consistent with adopted policy and law.

109.08.6 Communication with the Commission

Effective governance requires timely and accurate information.

The City Administrator shall:

- (a) Provide relevant information regarding significant operational and financial matters.
- (b) Ensure equal access to information for all Commissioners.
- (c) Inform the Commission of anticipated material noncompliance with adopted policy.

109.09 GOVERNANCE REVIEW

The Commission may periodically review its governance policies and operational expectations to ensure continued clarity, effectiveness, and alignment with the City’s needs.

Such review may occur through regular meetings, work sessions, or other lawful means as determined by the Commission.

Nothing in this section establishes a mandatory review schedule or procedural requirement.

109.10 CITY ADMINISTRATOR ANNUAL REVIEW

The Commission shall conduct a documented annual review of the City Administrator. The purpose of the review is to evaluate performance, clarify expectations, and ensure accountability.

The review shall consider:

- (a) Compliance with Operational Expectations.
- (b) Progress toward Commission-approved goals.
- (c) Overall organizational performance.

The method and format of the review shall be determined by the Commission consistent with the City Administrator’s employment agreement and applicable law.

109.11 CONFLICT OF INTEREST AND ETHICAL COMPLIANCE

Commissioners shall comply with applicable North Dakota Century Code provisions and any adopted City conflict-of-interest or ethics policies.

Commissioners shall:

- (a) Disclose any direct or substantial personal or financial interest in matters before the Commission.
- (b) Abstain from participation and voting when required by law.
- (c) Maintain confidentiality of executive session discussions and other legally protected information.
- (d) Avoid conduct that creates the appearance of impropriety.

109.12 ADDRESSING COMMISSIONER CONDUCT

Commissioners are accountable to the public and to one another for maintaining standards of conduct.

Concerns regarding conduct under this policy may be addressed through:

- (a) Informal discussion among Commissioners.
- (b) Public clarification of expectations.
- (c) Adoption of a resolution of censure by majority vote of the other Commissioners.
- (d) Modification or removal of Commission-appointed committee or liaison assignments or assignments to external boards, committees, and regional organizations.
- (e) Any other action permitted by applicable law.

Nothing in this policy authorizes removal from elected office except as provided by state law.

109.13 RELATIONSHIP TO THE CITY POLICY MANUAL

This policy establishes the framework for Commission authority and oversight. Administrative operations, personnel systems, purchasing authority, budgeting procedures, and internal controls are governed by the City of West Fargo Policy Manual and other duly adopted policies.

Nothing in this policy is intended to modify, supersede, or duplicate provisions contained within the City Policy Manual unless expressly amended by formal Commission action.

In the event of ambiguity, this policy shall be interpreted in a manner that preserves the integrity of adopted administrative policies and applicable law.

109.14 CONSTRUCTION AND LEGAL EFFECT

This policy governs internal Commission procedures and governance expectations.

Nothing in this policy:

- (a) Alters statutory or Home Rule Charter authority.
- (b) Supersedes controlling law.
- (c) Creates a private right of action.

This policy shall be interpreted in a manner consistent with applicable state law and the City's Home Rule Charter.