

## Meeting Items

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
- D. Approve Order of Agenda
- E. Approval of Minutes -- May 18, 2026
- F. Building Permits

## Consent Agenda - Approve the Following:

- a. Bills
- b. Improvement District No's 1345, 1353 and 2290 -- Jerry Wallace, City Engineer
  - Approve Declaration of Intent for each District and Adopt Resolutions to Direct Assessments to be Levied
- c. Monthly Financial Report as of April 30, 2026
- d. Games of Chance for Family Wellness LLC at The Lights on June 10, 2026
- e. Games of Chance for West Fargo Eats at Town Hall Bar
- f. Gaming Site Authorization for Arthur W Jones Post 7564\_07012026-06302027
- g. Games of Chance for STOMP at Sheyenne High School

## 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)
  - a. First Reading and Public Hearing for A26-6 Zoning Ordinance Amendment to Title IV regarding inert landfills -- Aaron Nelson, Director of Planning and Zoning
3. Improvement District No. 2288 – 52nd Ave & 9th St W Intersection Improvements – Jerry Wallace, City Engineer
  - Project Update and Direct Staff Regarding Project Scope and Funding  
<https://vimeo.com/1196150023/61fb0ce19f>
4. America 250 Celebration Partnership Proposal with the Red River Valley Fair -- Casey Sanders-Berglund, Director of Economic Development
  - Consider proposal and select from the two options proposed by RRVF
5. Zencity Software Contract -- Rachel Richter Lordemann, Director of Communications
  - Approve three-year contract with Zencity Technologies US Inc.

6. Library Annual Report -- Jenna Kahly, Library Director
7. Approve proposed 2027 Utility Rates Resolution -- Matt Andvik, Senior Director of Public Works
8. Project No. 2300 – 2026 Public Works Mill & Overlay – Jerry Wallace, City Engineer
  - Rescind Motion Accepting Bids and Awarding Contract and Reject All Bids that were received
9. Improvement District No. 2301 – Intersection Improvements and Incidentals (9th St W at Mulberry Ln & 50th Ave W) -- Jerry Wallace, City Engineer
  - Approve Engineer’s Report and Direct Engineer to prepare Plans and Specifications
10. Oracle NetSuite Government ERP Contract Authorization -- Willy Galindo, Finance Director
  - Authorize Finance Director to execute contract with Oracle NetSuite, based on the presented term sheet and contingent upon satisfactory legal review.
11. Second Reading of Ordinance 1278 - Tobacco -- Katie Schmidt, City Attorney
12. City Administrator’s Report -- Dustin Scott, City Administrator
13. Correspondence
14. Non-Agenda Items
15. Adjourn



**Meeting Items**

**A. Call to Order**

The West Fargo City Commission was called to order on Monday, May 18, 2026.

**B. Pledge of Allegiance**

The Pledge of Allegiance was recited.

**C. Roll Call**

Commissioner Jorgensen – present; Commissioner Amy Zundel – present; Commissioner Brad Olson – present; Commissioner Roben Anderson – present. Four of the five Commissioners were present, Commissioner Bernie Dardis was absent from the meeting.

**D. Approve Order of Agenda**

Commissioner Anderson moved and Commissioner Jorgensen seconded to approve order the agenda. Commissioners Jorgensen, Zundel, 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 -- May 4, 2026**

Commissioner Zundel moved and Commissioner Anderson seconded to approve the minutes of May 4, 2026. Commissioners Jorgensen, Zundel, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve the minutes of May 4, 2026, was declared carried.

**F. Building Permits**

Commissioner Jorgensen moved and Commissioner Anderson seconded to approve the building permits 1-10. Commissioner Zundel recused herself; Commissioners Jorgensen, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve the building permits, was declared carried.

Commissioner Zundel moved and Commissioner Anderson seconded to approve the building permits 11 and on. Commissioner Jorgensen recused himself; Commissioners Zundel, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve the building permits, was declared carried.

**Consent Agenda - Approve the Following:**

**a. Bills**

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

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

**c. Gaming Site Authorization for West Fargo Rural Fire Department at Silver Dollar**

**d. Gaming Site Authorization for Full Circle Academy Inc at The Sandbox**



- e. Gaming Site Authorizations for West Fargo Baseball Inc.**
  - i. Barcode**
  - ii. The Local 701**
  - iii. Wurst Bier Hall**
- f. Gaming Site Authorization for Horse Race North Dakota at Rookies Sports Bar & Grill**
- g. Site Authorization for Team Makers**
- i. Piggy BBQ of West Fargo**
- ii. Town Hall**

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

### **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](http://westfargond.gov))**

- 2. Public Hearings (each item will adjourn out of regular meeting into a public hearing)**
  - a. PILOT application for Ellery Milan Med Spa -- Casey Sanders Berglund, Director of Economic Development**

The Public Hearing was opened and closed for the PILOT application for Ellery Milan Med Spa.

Commissioner Zundel moved and Commissioner Jorgensen seconded to approve PILOT application for Ellery Milan Med Spa. Commissioners Jorgensen, Zundel, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve PILOT application for Ellery Milan Med Spa, was declared carried.

**3. Request from Beyond Shelter Inc. to amend the City's General Plan for Urban Renewal and Urban Development -- Aaron Nelson, Director of Planning and Zoning**

Commissioner Jorgensen moved and Commissioner Zundel seconded to approve the request from Beyond Shelter Inc. to amend the City's General Plan for Urban Renewal and Urban Development. Commissioners Jorgensen, Zundel, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve the request from Beyond Shelter Inc. to amend the City's General Plan for Urban Renewal and Urban Development, was declared carried.

**4. Project No. 2304 – Pedestrian Improvements (32nd Ave & 5th St W) -- Jerry Wallace, City Engineer**

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

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

**5. Improvement District No. 1358 – New Water Supply, Sewerage, Street Systems and Incidentals (Grant 2nd Addition) – Jerry Wallace, City Engineer**

**• Approve both an Engineer's Report and Task Order and Direct Engineer to prepare Plans and Specifications**

Commissioner Zundel moved and Commissioner Jorgensen seconded to approve Improvement District No. 1358 – New Water Supply, Sewerage, Street Systems and Incidentals (Grant 2nd Addition); Approve both an Engineer's Report and Task Order and Direct Engineer to prepare Plans and Specifications. Commissioners Jorgensen, Zundel and Olson voted aye. Commissioner Anderson voted nay, the motion to approve Improvement District No. 1358 – New Water Supply, Sewerage, Street Systems and Incidentals (Grant 2nd Addition); Approve both an Engineer's Report and Task Order and Direct Engineer to prepare Plans and Specifications, was declared carried by a 3:1 vote.

**6. First Reading of Ordinance 1278 - Tobacco -- Katie Schmidt, City Attorney**

Commissioner Anderson moved and Commissioner Jorgensen seconded to approve the First Reading of Ordinance 1278 - Tobacco. Commissioners Jorgensen, Zundel, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve the First Reading of Ordinance 1278 - Tobacco, was declared carried.



West Fargo City Commission Meeting  
West Fargo City Hall Commission Chambers  
2515 6th St E, West Fargo 58078  
Monday, May 18, 2026 5:30 PM

**7. Request to Adopt City Commission Governance Policy -- Dustin Scott, City Administrator**

Commissioner Anderson moved and Commissioner Zundel seconded to approve the Request to Adopt City Commission Governance Policy. Commissioners Jorgensen, Zundel, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve the First Reading of Ordinance 1278 - Tobacco, was declared carried.

**8. City Administrator's Report -- Dustin Scott, City Administrator**

- **Update on ERP Search**
- **Update on 2025 Audit**
- **Update on 2027 Budget**

**9. Correspondence**

**10. Non-Agenda Items**

- City offices are closed on Monday, May 25

**11. Adjourn**

Commissioner Jorgensen moved and Commissioner Anderson seconded to adjourn. Commissioners Jorgensen, Zundel, 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  
06/01/2026**

	MAY 2025			May 2026		
	# PERMITS	# UNITS	VALUATION	# PERMITS	# UNITS	VALUATION
<b><u>BUILDING NEW</u></b>						
COMMERCIAL	2		\$ 3,782,000.00	3		\$ 21,492,139.00
RESIDENTIAL DWELLING	28	28	\$ 16,060,775.00	12	12	\$ 6,402,247.00
RESIDENTIAL TWINHOME						
RESIDENTIAL TOWNHOME						
RESIDENTIAL MULTIPLE						
PUBLIC						
CHURCH						
ACCESSORY	53		\$ 871,865.00	44		\$ 2,715,171.00
FOUNDATION ONLY				5		\$ 3,201,159.00
<b><u>BUILDING REMODEL</u></b>						
COMMERCIAL	12		\$ 7,323,400.00	21		\$ 3,223,916.00
RESIDENTIAL	69		\$ 2,170,188.00	52		\$ 2,229,363.00
PUBLIC	3		\$ 2,988,000.00	5		\$ 15,826,000.00
CHURCH	1		\$ 38,000.00	0		\$ -
ACCESSORY	1		\$ 20,000.00	0		\$ -
<b><u>BUILDING OTHER</u></b>						
DEMOLITION	1		\$ 5,000.00	1		\$ 18,000.00
MOVE	1		\$ 2,000.00			
PERMIT CANCELLATION						
<b>TOTALS</b>	171	28	\$ 33,261,228.00	143	12	\$ 55,107,995.00

**WEST FARGO CITY COMMISSION MEETING  
BUILDING DEPARTMENT ACTIVITY REPORT  
06/01/2026**

	05/15/2026 Thru 05/29/2026			YEAR TO DATE		
	# PERMITS	# UNITS	VALUATION	# PERMITS	# UNITS	VALUATION
<b><u>BUILDING NEW</u></b>						
COMMERCIAL				3		\$ 21,492,139.00
RESIDENTIAL DWELLING	2	2	\$ 2,075,000.00	12	12	\$ 6,402,247.00
RESIDENTIAL TWINHOME						
RESIDENTIAL TOWNHOME						
RESIDENTIAL MULTIPLE						
PUBLIC						
CHURCH						
ACCESSORY	13		\$ 107,751.00	44		\$ 2,715,171.00
FOUNDATION ONLY	2		\$ 13,100.00	5		\$ 3,201,159.00
<b><u>BUILDING REMODEL</u></b>						
COMMERCIAL	2		\$ 35,196.00	21		\$ 3,223,916.00
RESIDENTIAL	6		\$ 166,672.00	52		\$ 2,229,363.00
PUBLIC	3		\$ 1,511,000.00	5		\$ 15,826,000.00
CHURCH				0		\$ -
ACCESSORY				0		\$ -
<b><u>BUILDING OTHER</u></b>						
DEMOLITION	1		\$ 18,000.00	1		\$ 18,000.00
MOVE						
PERMIT CANCELLATION						
<b>TOTALS</b>	29	2	\$ 3,926,719.00	143	12	\$ 55,107,995.00

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

NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
260334	Groundworks Minnesota, LLC	826 ELM PARK PL	BARRY D ZANDER	\$ 3,920.00	Remodel - Residential - Install Drain Tile
260302	Lyons Roofing and Construction, Inc.	1287 MARLYS DR W	BROOKSTONE COMPANIES, LLC	\$ 3,000.00	Accessory - Deck
260304	Otto Homes LLC	1974 BURLINGTON DR	DAVID BRAATEN	\$ 575,000.00	Residential Dwelling
260317	LARRY PFANNSMITH	1326 SHEYENNE ST	LARRY PFANNSMITH	\$ 3,100.00	Foundation Only - Residential
260325	Great States Construction, Inc.	833 24 AVE E	BOULEVARD SHOPPES LLC	\$ 10,910.00	Remodel - Commercial - New Soda Area
260339	Naseth Construction, Inc.	1413 15 AVE E	ROBERT W & REBECCA F WINGE T	\$ 18,752.00	Remodel - Residential -Remodel Bathroom
260349	TYLER & MACY BLEGEN	1250 5 ST NW	TYLER & MACY BLEGEN	\$ 12,000.00	Accessory - Deck
260326	Olson Pool Company	1104 WILDFLOWER PL W	DANIEL & ROBIN GATZKE	\$ 10,000.00	Foundation Only - Accessory Building
260346	DONALD VIGEN RLT	1059 SOMMERSET PL	DONALD VIGEN RLT	\$ 2,000.00	Remodel - Residential - Remove Window & Replace Drywall
260352	Northland Sheds, Inc.	2509 MCLEOD DR E	STEFANIE ELLISON	\$ 12,000.00	Accessory - Structure
260327	JNS Construction LLC	110 17 AVE E	DAVID & MELINDA STEINKOPF	\$ 13,400.00	Accessory - Deck
260300	Fargo Wood Fence	6013 MARTIN LN W	JACOB & GABRIELLE ROBINSON	\$ 5,001.00	Accessory - Deck
260303	JEREMY & KENDRA STENSLAND	1013 49 TER W	JEREMY & KENDRA STENSLAND	\$ 5,000.00	Accessory - Swimming Pool
260358	BENJAMIN & GABRIELLE HELFICH	1010 29 AVE W	BENJAMIN & GABRIELLE HELFICH	\$ 5,000.00	Remodel - Residential - Basement Bedroom Finish
260360	Deck Builders, Inc.	1622 17 AVE E	HERBERT M PARKER JR & VANGIE JOHNSON PARKER	\$ 15,150.00	Accessory - Deck
260364	Premium Decks, Inc.	515 17 AVE E	RICHARD W & JUDY A ANDERSON TOD	\$ 7,000.00	Accessory - Deck
260376	SAMANTHA A & MATTHEW M MIRANDA	5762 DEB DR W	SAMANTHA A & MATTHEW M MIRANDA	\$ 7,000.00	Accessory - Deck
260343	PHILLIP TRENNE	1200 JILL DR W	PHILLIP TRENNE	\$ 8,500.00	Accessory - Deck
260240	LUCAS & BRYNN JAMES	627 7 AVE W	LUCAS & BRYNN JAMES	\$ 12,000.00	Remodel - Residential - Replace siding
260356	JOSHUA RAY	105 4 AVE E	JOSHUA RAY	\$ 1,500.00	Accessory - Deck

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

NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
260330	Minko Construction, Inc.	825 17 AVE E	WEST FARGO SCHOOL DISTRICT	\$ 697,250.00	Remodel - Public - Interior Remodeling
260331	Minko Construction, Inc.	500 10 AVE E	WEST FARGO SCHOOL DISTRICT	\$ 406,800.00	Remodel - Public - Sprinkler System
260332	Minko Construction, Inc.	311 1 AVE E	WEST FARGO SCHOOL DISTRICT	\$ 406,950.00	Remodel - Public - Interior Remodeling
260340	Kochmann Brothers Homes, Inc.	2386 RIVERS BEND DR E	JUSTIN A & GRETCHEN LINDTEIGE	\$ 1,500,000.00	Residential Dwelling
260195	Apollo Exteriors & Restoration, LLC	1224 2 ST E	STERLING PARKWEST LLC	\$ 24,286.00	Remodel - Commercial - Deck Repair
260390	American Custom Decks & Remodeling	970 PARKWAY DR	KRISTEN M TORGERSON	\$ 13,200.00	Accessory - Deck
260413	Gast Construction Company, Inc.	1500 13 AVE E	SCM FFA FARGO 1500, LLC	\$ 18,000.00	Demolition - Demolish Wall
260357	RUTH & MICHAEL WIRTZ	626 29 AVE E	RUTH & MICHAEL WIRTZ	\$ 5,000.00	Accessory - Deck
260160	JT Trim and More LLC	2046 RUTTAN CT	ABIOLA FASHANU	\$ 125,000.00	Remodel - Residential - Remodel Basement

\* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
132465		808 A & L LANDSCAPING	680.00						
1	05/26/26	IRRIGATION REPAIR - PD	680.00			1000 455000	420		101000
3287									
		<b>Total for Vendor:</b>	<b>680.00</b>						
132416	C	4550 ABC LOCK & KEY INC	115.00						
1	05/18/26	REKEY LOCK	115.00			1000 455000	420		101000
E2638									
		<b>Total for Vendor:</b>	<b>115.00</b>						
132287	C	289 ACME TOOLS	5,016.41						
1	05/18/26	#5707 LIGHTBOX/LEVEL	252.99			1000 430002	610		101000
16314179									
2	05/19/26	#5706 TOOLS	977.88			1000 430002	610		101000
16322009									
3	05/12/26	#5007 TOOLS	3,212.22			1000 430002	610		101000
16281429									
4	05/14/26	TORQUE WRENCH	124.66			6020 450000	432		101000
16294652									
5	05/14/26	#2025 SHOVEL	52.99			6020 450000	610		101000
16294658									
6	05/12/26	GREASE GUN/COUPLER	358.26			6025 450000	432		101000
16275173									
7	05/19/26	CUT OFF WHEELS	37.41			6025 450000	432		101000
16325351									
132340	C	289 ACME TOOLS	2,175.46						
1	05/21/26	#5706 TOOLS	911.78			1000 430002	610		101000
16337017									
2	05/20/26	#5706 TOOLS	1,034.39			1000 430002	610		101000
16329027									
3	05/21/26	#7604 TOOLS	409.56			6025 450000	610		101000
16334817									
4	05/21/26	DRILL BITS	20.70			1000 430000	722		101000
16334732									
5	05/20/26	#5706 RETURN	-200.97			1000 430002	610		101000
16328289									
		<b>Total for Vendor:</b>	<b>7,191.87</b>						

\* ... 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
132363	2544 AIRGAS USA, LLC		1,748.24						
1	04/29/26 GAS		1,748.24			1000 455000	420		101000
	9171594233								
	<b>Total for Vendor:</b>		<b>1,748.24</b>						
132278	E 3490 AMAZON CAPITAL SERVICES		84.58						
1	05/18/26 LE guide book		84.58			1000 421000	340		101000
	1937-HQ9K-H99N								
132288	E 3490 AMAZON CAPITAL SERVICES		1,146.94						
1	05/18/26 J STECKLER-JOHNSON PANTS		57.97			6020 450000	422		101000
	1C79KPQRQXV9								
2	05/17/26 J STECKLER-JOHNSON PANTS		119.98			6020 450000	422		101000
	1C7K7L4DHPJ7								
3	05/04/26 #2025 TRUCK STEP		74.54			6020 450000	610		101000
	1NHVJXVHH3RF								
4	05/19/26 #5707 WIRE LOCATOR		786.17			1000 430002	610		101000
	1QGD4LPDD6RN								
5	05/12/26 #5707 LED FLOOD LIGHTS		108.28			1000 430002	610		101000
	1CWWC3K644GG								
132307	E 3490 AMAZON CAPITAL SERVICES		1,653.45						
1	03/30/26 Cables - IT		99.72			1000 414104	497		101000
	1R14-6TQH-G79X								
2	03/27/26 Webcam/speakers/keyboard stand		167.01			1000 414104	497		101000
	1XPC-PRNK-N4XD								
3	05/18/26 Headsets - IT		571.80			1000 414104	497		101000
	144P-VM9N-NRT4								
4	05/17/26 Headsets - IT		377.14			1000 414104	497		101000
	1JD6-P3JT-JLDP								
5	05/24/26 Screen cleaner spray		38.78			1000 414104	497		101000
	1PYW-WJNX-TM6M								
6	05/26/26 Doc scanner - Assessing		399.00			1000 414101	497		101000
	1NWK-XGXH-F1RF								

\* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
132330	E	3490 AMAZON CAPITAL SERVICES	2,404.91						
1	05/26/26	CHARGING CABLES	19.95			6010 450200	497		101000
		11LX6KQDNXDP							
2	05/26/26	CHARGING CABLES	62.91			6010 450200	497		101000
		1HPPY3R61YTD							
3	05/20/26	SL - BALL MOUNTS	632.48			1000 430002	610		101000
		14QF7YM9FGN4							
4	05/20/26	RW - BALL MOUNTS	316.24			1000 430001	610		101000
		14QF7YM9FGN4							
5	05/20/26	WA - BALL MOUNTS	316.23			6020 450000	610		101000
		14QF7YM9FGN4							
6	05/18/26	#2002 INVERTER	189.49			6020 450000	427		101000
		1T6FQTHTRJ3P							
7	05/21/26	MOWER BLADES	206.09			1000 430001	381		101000
		1KKFWT7WHNPK							
8	05/26/26	MOWER BLADES	96.59			1000 430001	381		101000
		1W3NF3WWYX34							
9	05/21/26	MOWER WHEEL ASSY	319.98			1000 430001	381		101000
		1J9JVCKT67N7							
10	05/14/26	OFFICE SUPPLIES	79.98			1000 450000	410		101000
		11YQPWK99C7V							
11	05/26/26	S HENRICKS PANTS	164.97			1000 430000	422		101000
		1XK6RNFLPL4J							
132359	E	3490 AMAZON CAPITAL SERVICES	211.77						
1	05/19/26	FD Medical Supplies	108.00			2060 415200	500		101000
		1T3G-PTZ7-6XLP							
2	05/20/26	FD ST 75 shower curtians	23.85			2060 415200	500		101000
		1N9N-F1RQ-9CD9							
3	05/23/26	FD ST 75 Kitchen towels	77.82			2060 415200	500		101000
		1RLG-JJK1-LC7N							
4	05/25/26	FD CR return-Invest. book	-83.39			2060 415200	340		101000
		1JVQ-RX16-6JPH							
5	05/22/26	FD EM Keyboard	85.49			2060 415200	497		101000
		1HPR-DLYF-X6H9							

\* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
132459	E	3490 AMAZON CAPITAL SERVICES	26.94						
1	05/12/26	HEPA FILTER	16.99			1000 455000	420		101000
		1NKMMT1L41RK							
2	05/18/26	SIGN	9.95			1000 455000	420		101000
		1YYHHTVHQ1VR							
		<b>Total for Vendor:</b>	<b>5,528.59</b>						
132293	C	317 AMERICAN WELDING & GAS, INC.	95.30						
1	05/14/26	ACCULOCK TIP/DIFFUSER	95.30			1000 430000	433		101000
		0011677795							
132438	C	317 AMERICAN WELDING & GAS, INC.	59.95						
1	05/08/26	ARGON/CO2	59.95			1000 455000	433		101000
		0011669871							
		<b>Total for Vendor:</b>	<b>155.25</b>						
132352		4145 ANDERSONS SHOE AND TARP REPAIR	850.00						
1	04/07/26	FD Gear Repair 2025 & 2026	850.00			2060 415200	427		101000
		604449							
		<b>Total for Vendor:</b>	<b>850.00</b>						
132367		2375 APEX ENGINEERING GROUP, INC.	2,000.00						
1	04/30/26	PRETREATMENT PROGRAM	2,000.00			6025 450000	418		101000
		23872							
		<b>Total for Vendor:</b>	<b>2,000.00</b>						
132356		22 ASPLIN EXCAVATING	3,668.32						
1	05/07/26	CLASS 5	515.90			1000 430000	394		101000
		26-0559							
2	05/15/26	PEA ROCK	282.19			2210 428000	358		101000
		26-0704							
3	05/09/26	SHREDDED DIRT	1,320.00			1000 430000	394		101000
		26-0593							
4	05/06/26	CLASS 5	1,550.23			1000 430000	394		101000
		26-0546							

\* ... 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
132358		22 ASPLIN EXCAVATING	1,542.24						
1	05/20/26	FD St 76 West Side Rock	1,542.24			2060 415200	494		101000
	2026	replace mulch							
		<b>Total for Vendor:</b>	<b>5,210.56</b>						
132346		C 2931 AUTO VALUE PARTS STORES	1,028.36						
1	05/20/26	#2025 BATTERY	349.50			6020 450000	610		101000
	99401419								
2	05/20/26	BATTERY	349.50			1000 430002	610		101000
	99401419								
3	05/20/26	#4700 ALTERNATOR	255.33			6010 450200	427		101000
	99401639								
4	05/19/26	FILTERS	7.53			1000 421000	427		101000
	99401113								
5	05/19/26	BRAKE CLEANER	39.48			1000 455000	427		101000
	99401125								
6	05/19/26	FILTERS	85.62			6010 450200	427		101000
	99401116								
7	05/19/26	FILTERS	48.56			2210 428000	427		101000
	99401121								
8	05/19/26	FILTERS	3.35			1000 455000	427		101000
	99401118								
9	05/19/26	FILTERS	10.48			6025 450000	427		101000
	99401122								
10	05/19/26	FILTERS	33.87			6020 450000	427		101000
	99401114								
11	05/19/26	FILTERS	3.35			1000 415000	427		101000
	99401123								
12	05/19/26	FILTERS	72.17			1000 421000	427		101000
	99401111								
13	05/20/26	STRAP	24.95			1000 455000	433		101000
	99401398								
14	05/27/26	#4700 ALTERNATOR RETURN	-255.33			6010 450200	427		101000
	99402840								

\* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
132348	C	2931 AUTO VALUE PARTS STORES	287.36						
1	05/27/26	FD Shop Supplies	23.41			2060 415200	500		101000
99402739									
2	05/27/26	FD Trk. Polish	263.95			2060 415200	500		101000
99402739									
		<b>Total for Vendor:</b>	<b>1,315.72</b>						
132375	C	4426 BACHMAN'S	13,600.00						
1	05/16/23	TREES	13,600.00			2210 428000	446		101000
INV980672									
		<b>Total for Vendor:</b>	<b>13,600.00</b>						
132366	C	3000 BAILEY NURSERIES, INC	3,640.00						
1	05/20/26	TREES	3,640.00			2210 428000	446		101000
INV0749194									
		<b>Total for Vendor:</b>	<b>3,640.00</b>						
132373		2599 BEAR'S TREE SERVICE	4,860.00						
1	05/22/26	STUMP GRINDING	4,860.00			2210 428000	418		101000
4140									
		<b>Total for Vendor:</b>	<b>4,860.00</b>						
132276	C	3149 BEE SEEN GEAR	10.00						
1	05/08/26	zak tool for koropatnicki	10.00			1000 421000	422		101000
76066									
132296	C	3149 BEE SEEN GEAR	327.97						
1	05/05/26	uniforms for schweyen	327.97			1000 421000	422		101000
76019									
132360	C	3149 BEE SEEN GEAR	1,916.92						
1	05/31/26	FD R Dirk cap/hoodie/shorts	293.98			2060 415200	422		101000
74787									
2	05/31/26	FD C Hodgson t-shirts	50.00			2060 415200	422		101000
74787									
3	05/31/26	FD L Nesvold t-shirts	100.00			2060 415200	422		101000
74787									

\* ... 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 74787	05/31/26 FD K Frost polos		136.00			2060 415200	422		101000
5 74787	05/31/26 FD D Fuller polos, T-shirts		170.00			2060 415200	422		101000
6 74787	05/31/26 FD D Nerud Jacket		80.99			2060 415200	422		101000
7 74787	05/31/26 FD R Dirk t-shirts		205.99			2060 415200	422		101000
8 74787	05/31/26 FD B Herbst t-shirt, shorts		142.00			2060 415200	422		101000
9 75454	06/14/26 FD K G-Stanger T-shirts		42.00			2060 415200	422		101000
10 75454	06/14/26 FD T Matelski Hoodie		89.99			2060 415200	422		101000
11 75454	06/14/26 FD M Glueckert T-shirt		115.99			2060 415200	422		101000
12 75454	06/14/26 FD J Mailey Cap, Tpshirts		92.00			2060 415200	422		101000
13 75454	06/14/26 FD J Dick t-shirts		63.00			2060 415200	422		101000
14 75454	06/14/26 FD W Koenig pants		90.00			2060 415200	422		101000
15 75454	06/14/26 FD M Dahlson Pants		180.00			2060 415200	422		101000
16 75454	06/14/26 FD C Hodgson T-shirts		63.00			2060 415200	422		101000
17 75454	06/14/26 FD D Anderson pants		1.98			2060 415200	422		101000
		<b>Total for Vendor:</b>	<b>2,254.89</b>						
132365	C 1127 BIERSCHBACH EQUIPMENT & SUPPLY		1,099.00						
1 202853	05/12/26 #5707 CUT OFF KIT		1,099.00			1000 430002	610		101000
		<b>Total for Vendor:</b>	<b>1,099.00</b>						

\* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
132313	C	1389 BNSF RAILWAY COMPANY	569.57						
1	90301847	05/15/26 Project 2293	499.36			4187 480000	418		101000
	90301847								
2	90301903	05/18/26 Project 2293	70.21			4187 480000	418		101000
	90301903								
		<b>Total for Vendor:</b>	<b>569.57</b>						
132321	C	3489 BOLTON & MENK, INC	10,243.00						
1	0395109	05/18/26 Project 2284	9,833.00			4133 480000	418		101000
	0395109								
2	0395110	05/18/26 Traffic Signal Timing	410.00			1000 430000	487		101000
	0395110								
		<b>Total for Vendor:</b>	<b>10,243.00</b>						
132448	C	26 BORDER STATES INDUSTRIES INC	957.09						
1	05/21/26	#5707 TOOLS	957.09			1000 430002	610		101000
	932489653								
		<b>Total for Vendor:</b>	<b>957.09</b>						
132387	C	3512 BOUND TREE MEDICAL, LLC	244.75						
1	05/08/26	FD Medical supplies	244.75			2060 415200	500		101000
	86200992								
		<b>Total for Vendor:</b>	<b>244.75</b>						
132439	C	652 BRENCO CORPORATION	15.23						
1	05/26/26	#7035 HOSE REPAIR	15.23			6025 450000	427		101000
	0186624-IN								
		<b>Total for Vendor:</b>	<b>15.23</b>						
132329		4096 BRENT YOUNG	158.00						
1	05/27/26	firearms training, meal reimb	158.00			1000 421000	340		101000
		<b>Total for Vendor:</b>	<b>158.00</b>						

\* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
132294		3892 BURGGRAF'S ACE FARGO WEST #17458	76.82						
1	05/01/26	HARDWARE/DRIILL BITS	72.87			6025 450000	432		101000
4930									
2	05/19/26	ACID BRUSH	3.95			6025 450000	432		101000
4962									
		<b>Total for Vendor:</b>	<b>76.82</b>						
132388	C	351 BUSINESS ESSENTIALS	385.00						
1	05/18/26	FD EMS Run Report forms	385.00			2060 415200	410		101000
		OE-QT-89699-1							
132462	C	351 BUSINESS ESSENTIALS	153.43						
1	05/11/26	TISSUES;PAPER PLATES;BOWLS	153.43			7000 411600	410		101000
		WO-1391932-2							
		<b>Total for Vendor:</b>	<b>538.43</b>						
132389	C	39 BUTLER MACHINERY	3,563.00						
1	05/15/26	FD St 75 Generator Annual Insp	1,620.00			2060 415200	428		101000
		00CT0009761							
2	05/15/26	FD St 76 Generator Annual Insp	1,943.00			2060 415200	428		101000
		00CT0009762							
		<b>Total for Vendor:</b>	<b>3,563.00</b>						
132453		4788 CAMELOT CLEANERS	86.00						
1	05/28/26	FD Dry Clean Inventory Class A	23.00			2060 415200	422		101000
		AR44							
2	05/28/26	FD Dry Clean Inventory Class `	31.50			2060 415200	422		101000
		AR176							
3	05/28/26	FD Dry Clean Inventory Class A	31.50			2060 415200	422		101000
		AR140							
		<b>Total for Vendor:</b>	<b>86.00</b>						
132292		1355 CASS COUNTY GOVERNMENT	7,143.75						
1	05/20/26	april jail housing	6,960.00			1000 421000	398		101000
		INVO12858							
2	05/20/26	april intox	120.00			1000 421000	398		101000
		INVO12859							

\* ... 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	05/20/26	april med	63.75			1000 421000	398		101000
	INVO12857								
		<b>Total for Vendor:</b>	<b>7,143.75</b>						
132326		46 CASS RURAL WATER USERS	34.43						
1	05/25/26	6482 - WF Airport Water	34.43			7050 500000	420		101000
	6482	May 2026							
		<b>Total for Vendor:</b>	<b>34.43</b>						
132476		4468 CHEZY VIDEO CO	40,000.00						
1	000563 05/05/26	Chezy Video Plan	40,000.00			1000 414102	602		101000
	000563								
		<b>Total for Vendor:</b>	<b>40,000.00</b>						
132461		3216 CINTAS	207.55						
1	05/29/26	RUG SERVICE	207.55			6020 450000	420		101000
	4270793364								
		<b>Total for Vendor:</b>	<b>207.55</b>						
132324		111 CITY OF FARGO	37,213.21						
1	501443 05/19/26	Paratransit Rides - Apr 2026	37,213.21			1000 415000	376		101000
	501443								
132333		111 CITY OF FARGO	36,901.50						
1	05/13/26	LANDFILL FEES	36,901.50			6010 450200	355		101000
	501415								
132409		111 CITY OF FARGO	560.00						
1	05/06/26	WATER TESTING	560.00			6020 450000	335		101000
	501082								
		<b>Total for Vendor:</b>	<b>74,674.71</b>						
132273		287 CITY OF MOORHEAD	800.00						
		W. Koropatnicki							
		T. Casperson							
1	05/20/26	K9 decoy training	800.00			1000 421000	340		101000
	7687								
		<b>Total for Vendor:</b>	<b>800.00</b>						

06/01/26  
09:58:25

CITY OF WEST FARGO, ND  
Claim Details by Posted Date  
For Claims from 05/18/26 to 06/01/26

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\* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
132341	C	3167 CITY OF WEST FARGO	80.16						
1	05/19/26	Airport Dumpster	80.16			7050 500000	420		101000
	02066	May 26							
		<b>Total for Vendor:</b>	<b>80.16</b>						
132397		1338 CLARK'S EXCAVATING & SEPTIC	325.00						
1	4658 05/21/26	Pump Holding Tank - Airport	325.00			7050 500000	420		101000
	4658								
		<b>Total for Vendor:</b>	<b>325.00</b>						
132473	C	3530 CONNECTWISE	351.90						
1	05/27/26	ScreenConnect - June subscript	351.90			1000 414104	497		101000
	INV01632667								
		<b>Total for Vendor:</b>	<b>351.90</b>						
132435	E	229 CONSOLIDATED COMMUNICATIONS	95.00						
1	05/15/26	SCADA BACKUP LINE	95.00			6025 450000	527		101000
	701-150-0691/0								
		<b>Total for Vendor:</b>	<b>95.00</b>						
132284		4108 CONSOLIDATED ELECTRICAL	247.57						
1	05/12/26	LED LAMP	216.00			2310 452120	420		101000
	2348-1114741								
2	05/12/26	2X60YD DUCT TAPE/GLUE QUART	31.57			1000 430002	391		101000
	2348-1116157								
		<b>Total for Vendor:</b>	<b>247.57</b>						
132413		3245 CORE & MAIN	236.06						
1	05/19/26	HYDRANT SETTER	236.06			6020 450000	432		101000
	21181								
		<b>Total for Vendor:</b>	<b>236.06</b>						
132477		4414 CORWIN SUBARU	36,000.00						
1	05/29/26	#1236 2023 Ford Explorer - PD	36,000.00			2531 421000	610		101000
	Deal #7737								
		<b>Total for Vendor:</b>	<b>36,000.00</b>						

\* ... 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
132410		60 CROSSCOUNTRY FREIGHT SOLUTIONS	160.78						
1	05/11/26	SHIPPING	160.78			6020 450000	335		101000
1520316									
		<b>Total for Vendor:</b>	<b>160.78</b>						
132377	C	662 CUSTOM GRAPHICS, INC	138.60						
1	05/07/26	DECALS	69.30			1000 430002	610		101000
604188									
2	05/07/26	DECALS	69.30			6020 450000	610		101000
604188									
		<b>Total for Vendor:</b>	<b>138.60</b>						
132460	C	4059 DAKOTA FENCE	8,270.50						
1	05/15/26	TS FENCE REPAIRS	8,270.50			6010 450200	420		101000
176521									
		<b>Total for Vendor:</b>	<b>8,270.50</b>						
132441	C	1675 DAKOTA FLUID POWER, INC	288.75						
1	05/20/26	ORING/SWIVEL STOCK	288.75			6010 450200	427		101000
7466455									
		<b>Total for Vendor:</b>	<b>288.75</b>						
132414	C	79 DAKOTA HOSE & FITTINGS	81.52						
1	05/14/26	ADAPTOR HOSE	40.26			6025 450000	433		101000
3234475									
2	05/21/26	FST X MNST	41.26			6025 450000	825		101000
3234814									
		<b>Total for Vendor:</b>	<b>81.52</b>						
132285	C	624 DAKOTA SUPPLY GROUP	108.25						
1	05/13/26	#5705 VINYL	43.54			1000 430002	870		101000
S1053055942.002									
2	05/12/26	#5706 FORGED WIRE	64.71			1000 430002	610		101000
S105673071.001									
		<b>Total for Vendor:</b>	<b>108.25</b>						

\* ... 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
132401	999999	DENILLE FLECK	300.00						
	Tree Planting Permit - 5456 11th St W								
1	05/28/26	Tree - 5456 11th St W	300.00			5000 422000	490		101000
		<b>Total for Vendor:</b>	<b>300.00</b>						
132393	4027	DIVE RESCUE INTERNATIONAL	321.32						
1	05/23/26	FD Drysuit Repair	321.32			2060 415200	427		101000
202610									
		<b>Total for Vendor:</b>	<b>321.32</b>						
132370	C	545 ELECTRIC PUMP LLC	80,698.10						
1	05/19/26	PROJ 1351	80,698.10			4221 480000	670		101000
038820									
		<b>Total for Vendor:</b>	<b>80,698.10</b>						
132390	C	5454 EMERGENCY TECHNICAL DECON	130.00						
1	05/28/26	FD J Dick Gear Repair	130.00			2060 415200	427		101000
00001383									
		<b>Total for Vendor:</b>	<b>130.00</b>						
132298	-93245E	4664 EMPOWER (MASS MUTUAL)	5,240.32						
1	05/15/26	May 2026 Contributions	5,240.32			1000 212528			101000
		<b>Total for Vendor:</b>	<b>5,240.32</b>						
132408	5741	ENVIRONMENTAL EQUIPMENT &	2,750.00						
1	05/12/26	#7300 REPLACEMENT PARTS	2,750.00			6025 450000	427		101000
25935									
		<b>Total for Vendor:</b>	<b>2,750.00</b>						
132266	118521S	3547 EQUITABLE UNIT ANNUITY	2,000.00						
1	05/15/26	Deferred Comp May 2026	2,000.00			1000 212524			101000
		<b>Total for Vendor:</b>	<b>2,000.00</b>						

\* ... 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
132318		2862 ESSENTIA HEALTH - FARGO	933.00						
		Random drug screens							
1	02/24/26	L Dudden - Sanitation	60.00			6010 450200	387		101000
890000526.02.2026									
2	02/24/26	D Misheski - Sewer	60.00			6025 450000	387		101000
890000526.02.2026									
3	02/24/26	T Tweiten - Sewer	91.00			6025 450000	387		101000
890000526.02.2026									
4	02/24/26	R Jensen - Forestry	60.00			2210 428000	387		101000
890000526.02.2026									
5	02/24/26	J Benedict - Forestry	60.00			2210 428000	387		101000
890000526.02.2026									
6	02/24/26	J Williams - Sanitation	91.00			6010 450200	387		101000
890000526.02.2026									
7	02/24/26	S Hagen - Sanitation	91.00			6010 450200	387		101000
890000526.02.2026									
8	02/24/26	K Moore - Sanitation	60.00			6010 450200	387		101000
890000526.02.2026									
9	02/24/26	L Dudden - Sanitation	60.00			6010 450200	387		101000
890000526.02.2026									
10	02/24/26	J Williams - Sanitation	60.00			6010 450200	387		101000
890000526.02.2026									
11	02/24/26	A Eveland - Water	60.00			6020 450000	387		101000
890000526.02.2026									
12	02/24/26	N Pratt - Water	60.00			6020 450000	387		101000
890000526.02.2026									
13	02/24/26	D Barglof - Street	60.00			1000 430000	387		101000
890000526.02.2026									
14	02/24/26	J Benedict - Forestry	60.00			2210 428000	387		101000
890000526.02.2026									
132319		2862 ESSENTIA HEALTH - FARGO	391.00						
		Random drug screens							
1	05/20/26	T Milner - Sanitation	91.00			6010 450200	387		101000
890000526.05.2026									
2	05/20/26	A Haskins - Sanitation	60.00			6010 450200	387		101000
890000526.05.2026									

\* ... 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	05/20/26	A Rooze - Sanitation	60.00			6010 450200	387		101000
	890000526.05.2026								
4	05/20/26	M Dimmer - Sanitation	60.00			6010 450200	387		101000
	890000526.05.2026								
5	05/20/26	B Hanson - Water	60.00			6020 450000	387		101000
	890000526.05.2026								
6	05/20/26	J Dockter - PW	60.00			1000 450000	387		101000
	890000526.05.2026								
132394		2862 ESSENTIA HEALTH - FARGO	2,787.00						
1	05/20/26	FD April/May Annual Physicals	2,787.00			2060 415200	996		101000
	890002546.05.2026								
		<b>Total for Vendor:</b>	<b>4,111.00</b>						
132386	C	1851 F/S MANUFACTURING	75.77						
1	05/14/26	#2403 ADAPTER/CLAMP	25.67			6020 450000	427		101000
	210561								
2	05/26/26	COUPLER/BUSHINGS	50.10			2210 428000	358		101000
	211005								
		<b>Total for Vendor:</b>	<b>75.77</b>						
132347		897 FARGO GLASS AND PAINT CO.	264.00						
1	04/27/26	DUMPSTER REPAIR	264.00			6010 450200	914		101000
	FR0001515219-0001								
		<b>Total for Vendor:</b>	<b>264.00</b>						
132420		136 FARGO TRAILER CENTER	202.40						
1	05/11/26	ST - CLEVIS HOOK	101.20			1000 430000	432		101000
	06P59567								
2	05/11/26	WA - CLEVIS HOOK	101.20			6020 450000	432		101000
	06P59567								
		<b>Total for Vendor:</b>	<b>202.40</b>						
132440	C	124 FASTENAL	9.91						
1	05/19/26	HARDWARE	9.91			1000 430000	427		101000
	NDFAR337774								
		<b>Total for Vendor:</b>	<b>9.91</b>						

\* ... 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
132274	151 FEDERAL EXPRESS		12.27						
1	05/20/26 ND lab pkg		12.27			1000 421000	661		101000
	9-304-40572								
132332	151 FEDERAL EXPRESS		16.77						
1	05/27/26 ND lab pkg		16.77			1000 421000	661		101000
	9-315-19499								
		<b>Total for Vendor:</b>	<b>29.04</b>						
132406	C 5588 FLEET CHARGE		256.64						
1	05/21/26 #4700 ALTERNATOR		256.64			6010 450200	427		101000
	X202263959:01								
		<b>Total for Vendor:</b>	<b>256.64</b>						
132464	C 5553 FLUTTERBEE EDUCATION GROUP		1,001.92						
1	05/18/26 BOOKS		1,001.92			7000 411600	662		101000
	INV132440								
		<b>Total for Vendor:</b>	<b>1,001.92</b>						
132422	C 93 GATEWAY CHEVROLET		163.91						
1	04/02/26 #7100 IGNITION INSPECT		163.91			6025 450000	427		101000
	2701745								
		<b>Total for Vendor:</b>	<b>163.91</b>						
132423	C 556 GRAINGER, INC.		412.22						
1	05/12/26 WA - DATA CABLE WIRE		137.40			6020 450000	610		101000
	9913139656								
2	05/12/26 ST - DATA CABLE WIRE		137.41			1000 430000	610		101000
	9913139656								
3	05/12/26 SL - DATA CABLE WIRE		137.41			1000 430002	610		101000
	9913139656								
		<b>Total for Vendor:</b>	<b>412.22</b>						

\* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
132315	C	1963 GREATER FARGO MOORHEAD EDC	1,000.00						
1	2026-0059	05/19/26 GFMEDC Annual Support 2026	1,000.00			1000 414102	667		101000
		2026-0059							
		<b>Total for Vendor:</b>	<b>1,000.00</b>						
132290		2713 HAMPTON INN & SUITES	440.00						
1	05/21/26	lodging Young training	440.00			1000 421000	340		101000
		96535665							
		<b>Total for Vendor:</b>	<b>440.00</b>						
132371	C	135 HAWKINS INC	5,275.20						
1	05/19/26	AQUAHAWK	5,275.20			6025 450000	423		101000
		7429069							
		<b>Total for Vendor:</b>	<b>5,275.20</b>						
132349	C	180 HAZER'S AUTO WRECKING	925.00						
1	05/08/26	APPLIANCE DISPOSAL	925.00			6010 450200	357		101000
		4352							
		<b>Total for Vendor:</b>	<b>925.00</b>						
132475		999999 HEATHER RYDELL	321.80						
		Refund overpayments							
		Acct #11980							
1	05/29/26	UB Refund	321.80			6020 214100			101000
		<b>Total for Vendor:</b>	<b>321.80</b>						
132317	C	2820 HIGH POINT NETWORKS	122.50						
1	2812028	05/13/26 Troubleshoot camera issues	122.50			1000 414104	497		101000
		2812028							
132396	C	2820 HIGH POINT NETWORKS	107,405.00						
1	2812669	05/27/26 Security Door Access project	107,405.00			4229 480000	670		101000
		2812669							
		<b>Total for Vendor:</b>	<b>107,527.50</b>						

\* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
132305	C	3087 IBM CORPORATION	96.32						
1	4858204	05/12/26 MaaS360 Premier Suite	96.32			1000 414104	497		101000
		4858204							
		<b>Total for Vendor:</b>	<b>96.32</b>						
132443		5746 IGNITE ATTACHMENT	1,059.07						
1	10/29/24	72" TINE RAKE	1,059.07			6010 450200	870		101000
		13000013448							
		<b>Total for Vendor:</b>	<b>1,059.07</b>						
132466	C	4592 INGRAM LIBRARY SERVICES	899.96						
1	05/12/26	BOOKS	25.93			7000 411600	662		101000
		96528340							
2	05/12/26	BOOKS	22.11			7000 411600	662		101000
		96528341							
3	05/12/26	BOOKS	21.68			7000 411600	662		101000
		96528342							
4	05/12/26	BOOKS	19.29			7000 411600	662		101000
		96528343							
5	05/12/26	BOOKS	22.77			7000 411600	662		101000
		96528344							
6	05/12/26	BOOKS	30.71			7000 411600	662		101000
		96528345							
7	05/12/26	BOOKS	21.72			7000 411600	662		101000
		96528346							
8	05/12/26	BOOKS	35.53			7000 411600	662		101000
		96528347							
9	05/12/26	BOOKS	65.19			7000 411600	662		101000
		96543707							
10	05/12/26	BOOKS	50.74			7000 411600	662		101000
		96543708							
11	05/12/26	BOOKS	23.31			7000 411600	662		101000
		96543709							
12	05/12/26	BOOKS	132.75			7000 411600	662		101000
		96543710							
13	05/12/26	BOOKS	11.71			7000 411600	662		101000
		96543711							

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
14	05/13/26	BOOKS	22.82			7000 411600	662		101000
96560146									
15	05/13/26	BOOKS	37.47			7000 411600	662		101000
96560147									
16	05/13/26	BOOKS	22.73			7000 411600	662		101000
96560148									
17	05/13/26	BOOKS	27.14			7000 411600	662		101000
96560149									
18	05/13/26	BOOKS	19.87			7000 411600	662		101000
96560150									
19	05/13/26	BOOKS	19.02			7000 411600	662		101000
96560151									
20	05/13/26	BOOKS	19.77			7000 411600	662		101000
96560152									
21	05/13/26	BOOKS	15.24			7000 411600	662		101000
96560153									
22	05/13/26	BOOKS	22.52			7000 411600	662		101000
96574872									
23	05/13/26	BOOKS	21.59			7000 411600	662		101000
96574873									
24	05/13/26	BOOKS	21.92			7000 411600	662		101000
96574874									
25	05/14/26	BOOKS	33.99			7000 411600	662		101000
96590396									
26	05/14/26	BOOKS	14.45			7000 411600	662		101000
96590397									
27	05/14/26	BOOKS	19.48			7000 411600	662		101000
96590398									
28	05/14/26	BOOKS	14.98			7000 411600	662		101000
96590399									
29	05/14/26	BOOKS	45.74			7000 411600	662		101000
96590400									
30	05/14/26	BOOKS	17.16			7000 411600	662		101000
96590401									
31	05/14/26	BOOKS	20.63			7000 411600	662		101000
96590402									
<b>Total for Vendor:</b>			<b>899.96</b>						

\* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
132427		1012 INTERSTATE POWER SYSTEMS, INC	1,754.44						
1	05/22/26	#4200 TRANSMISSION REPAIR	1,681.13			6010 450200	427		101000
		R002111254:01							
2	05/14/26	#407 GASKET	28.73			6010 450200	427		101000
		C002111068:01							
3	05/14/26	#407 GASKET CASE	44.58			6010 450200	427		101000
		C002111062:01							
		<b>Total for Vendor:</b>	<b>1,754.44</b>						
132434		233 J & L SPORTS	35.00						
1	05/19/26	EMBROIDERY	35.00			1000 455000	422		101000
		35693							
		<b>Total for Vendor:</b>	<b>35.00</b>						
132309		5350 JEFFREY BOYER	333.99						
1	05/26/26	clothing reimb	333.99			1000 421000	422		101000
		<b>Total for Vendor:</b>	<b>333.99</b>						
132428	C	2798 JOHNSON CONTROLS BUILDING	751.14						
1	05/26/26	SA - EXHAUST INTAKE MOVE	751.14			6025 450000	825		101000
		1-137748857300							
		<b>Total for Vendor:</b>	<b>751.14</b>						
132369		2752 KOST MATERIALS, LLC	175.00						
1	05/21/26	4000 EXTERIOR W/ASH	175.00			6020 450000	394		101000
		154429							
		<b>Total for Vendor:</b>	<b>175.00</b>						
132353	C	705 LAWSON PRODUCTS	74.90						
1	05/15/26	FLAP DISC 40GRIT	74.90			1000 455000	433		101000
		9313474476							
132379	C	705 LAWSON PRODUCTS	103.80						
1	05/16/26	TUBING/DRILL BITS	61.56			1000 455000	433		101000
		9313477091							
2	05/18/26	DRILL BITS	42.24			1000 455000	433		101000
		9313478384							
		<b>Total for Vendor:</b>	<b>178.70</b>						

\* ... 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
132395	C	4767 LENOVO (UNITED STATES) INC.	1,881.70						
1	05/22/26	EOC Computer	1,881.70			2060 415200	497		101000
		N300624578							
		<b>Total for Vendor:</b>	<b>1,881.70</b>						
132355		2570 LG EVERIST INC	3,910.22						
1	05/21/26	CRUSHED GRANITE	3,910.22			1000 430000	394		101000
		771796							
		<b>Total for Vendor:</b>	<b>3,910.22</b>						
132342	C	1741 LIBERTY BUSINESS SYSTEMS, INC	958.07						
1	42080788	05/26/26 May 2026 CH 1st Floor	156.05			1000 415000	428		101000
		42080788							
2	42080789	05/26/26 May 2026 CH 1st Floor	50.53			1000 415000	428		101000
		42080789							
3	42080789	05/26/26 May 2026 City Hall	166.73			1000 415000	428		101000
		42080789							
4	42080789	05/26/26 May 2026 Public Works	263.40			6020 450000	428		101000
		42080789							
5	42080789	05/26/26 May 2026 Police	321.36			1000 421000	428		101000
		42080789							
		<b>Total for Vendor:</b>	<b>958.07</b>						
132337		711 LUTHER FAMILY FORD	489.15						
1	05/27/26	#1192 BRACKET	74.67			1000 421000	427		101000
		434873							
2	05/27/26	#1192 BRACKET	74.43			1000 421000	427		101000
		434875							
3	05/22/26	#1204 SWITCH	57.83			1000 421000	427		101000
		434600							
4	05/22/26	#1203 SENSOR	171.82			1000 421000	427		101000
		454599							
5	05/13/26	#1192 OIL	110.40			1000 421000	427		101000
		434000							
		<b>Total for Vendor:</b>	<b>489.15</b>						

\* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
132291	C	3304 MAC'S HARDWARE	60.34						
1	05/11/26	HARDWARE	60.34			1000 430002	392		101000
15235									
132378	C	3304 MAC'S HARDWARE	113.22						
1	05/21/26	#1193 HARDWARE	3.16			1000 421000	427		101000
15662									
2	05/26/26	HARDWARE/TOOLS	87.00			1000 414104	410		101000
15808									
3	05/18/26	#350C HARDWARE	4.00			1000 430000	427		101000
15505									
4	05/19/26	#350C HARDWARE	19.06			1000 430000	427		101000
15550									
		<b>Total for Vendor:</b>	<b>173.56</b>						
132376	C	3536 MACQUEEN	1,484.90						
1	05/13/26	#3105 EMERGENCY LIGHTS	541.11			1000 430000	610		101000
TC04302653A									
2	05/13/26	#5308 EMERGENCY LIGHTS	541.11			1000 430001	610		101000
TC04302653A									
3	05/22/26	#5707 MOUNITING RACK	402.68			1000 430002	610		101000
TC04302653B									
132468	C	3536 MACQUEEN	5,064.29						
1	T-76/st li 05/13/26	FD T-76 Netting/waterway	210.00			2060 415200	427		101000
P00763									
2	05/16/26	FD 26 Budget/standpipe bag kit	3,217.22			2060 415200	641		101000
INV646									
3	05/21/26	FD T-76 Neeting/waterway	208.64			2060 415200	427		101000
P00768									
4	05/22/26	FD E-75 rock switch/ball joint	1,112.80			2060 415200	427		101000
P00769									
5	05/22/26	FD E-76 cab handler	315.63			2060 415200	427		101000
P00769									
		<b>Total for Vendor:</b>	<b>6,549.19</b>						

\* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
132431	C	68 MANNING MECHANICAL	533,230.25						
1	05/25/26	PROJ 9061	533,230.25			4188 480000	670		101000
		<b>Total for Vendor:</b>	<b>533,230.25</b>						
132272	118541S	3630 MATRIX TRUST COMPANY	5,362.00						
1	05/15/26	Deferred Comp Pre-Tax May 26	3,790.00			1000 212547			101000
2	05/15/26	Deferred Comp Post-Tax May 26	1,572.00			1000 212548			101000
		<b>Total for Vendor:</b>	<b>5,362.00</b>						
132398	C	5401 MATTERPORT, LLC	696.00						
1	05/24/26	FD 05/24/26 thru 05/23/2027	696.00			2060 415200	428		101000
		252455040548623							
		<b>Total for Vendor:</b>	<b>696.00</b>						
132402	C	5745 MAX GLUECKERT	200.00						
1	04/10/26	FD 40 Straw Bales/Training	200.00			2060 415200	340		101000
		2026 Training							
		<b>Total for Vendor:</b>	<b>200.00</b>						
132283		5455 MEAT JESUS LLC DBA BREADSMITH	40.00						
1	05/20/26	coffee with a cop bakery	40.00			1000 421000	375	12	101000
		21529							
		<b>Total for Vendor:</b>	<b>40.00</b>						
132454	C	299 MENARDS (FIRE)	419.73						
1	05/22/26	FD St 76 Landscape barrier	264.92			2060 415200	494		101000
		81121							
2	05/27/26	FD St 76 Cr return Staples	-19.99			2060 415200	494		101000
		81410							
3	05/22/26	FD St 76 Landscape barrier	74.98			2060 415200	494		101000
		81132							
4	05/27/26	FD St 75 CO detectors	79.96			2060 415200	494		101000
		81412							
5	05/27/26	FD St 76 Paint Supplies/TR	19.86			2060 415200	494		101000
		81412							
		<b>Total for Vendor:</b>	<b>419.73</b>						

\* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
132308	C	5206 MENARDS (POLICE)	54.99						
		PO - 200332							
1	05/22/26	CSO step ladder	54.99			1000 421000	641		101000
81113									
		<b>Total for Vendor:</b>	<b>54.99</b>						
132286	C	4622 MENARDS (PUBLIC WORKS)	526.80						
1	05/15/26	HARDWARE	3.48			1000 414104	497		101000
80719									
2	05/13/26	FIBERGLASS SHEET	26.99			2210 428000	358		101000
80550									
3	05/18/26	LUMBER/CONDUIT	129.28			2210 428000	358		101000
80817									
4	05/15/26	TANK SPRAYER	16.97			1000 430000	432		101000
80726									
5	05/18/26	HARDWARE/ADHESIVE	27.62			1000 430000	432		101000
80833									
6	05/08/26	HARDWARE/ANCHOR	42.91			6020 450000	432		101000
80219									
7	05/08/26	CUTTING WHEEL/RATCHET/PRYBAR	100.98			6020 450000	438		101000
80227									
8	05/18/26	CLAMP/ELBOW	3.67			6025 450000	437		101000
80843									
9	05/11/26	STRAP/HOOK/BINS	152.41			6020 450000	432		101000
80407									
10	05/12/26	CLIPS/BAR	22.49			6025 450000	432		101000
80462									
132339	C	4622 MENARDS (PUBLIC WORKS)	381.29						
1	05/14/26	PAINT MARKER	11.94			6010 450200	433		101000
80652									
2	05/13/26	20" REPLACEMENT CHAIN	23.99			6010 450200	433		101000
80553									
3	05/13/26	#2101 LUMBER	38.78			6020 450000	427		101000
80547									
4	05/20/26	BATTERIES	23.58			1000 430002	392		101000
80979									

\* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
5 80894	05/19/26	#5706 LUMBER/STRAP	45.96			1000 430002	610		101000
6 80985	05/20/26	UTILITY PAN/CLEANER	50.87			6025 450000	825		101000
7 80902	05/19/26	EPOXY/HARDWARE	23.00			6025 450000	825		101000
8 80906	05/19/26	REPAIR KIT	7.48			2210 428000	358		101000
9 80970	05/20/26	HARDWARE	17.13			2210 428000	358		101000
10 81045	05/21/26	POST DRIVER	24.99			2210 428000	358		101000
11 80887	05/19/26	LUMBER	113.57			1000 430000	722		101000
132458	C	4622 MENARDS (PUBLIC WORKS)	78.96						
1 80921	05/19/26	CABLE TIES	25.16			1000 455000	420		101000
2 80425	05/11/26	FILTERS	21.82			6010 450200	420		101000
3 80823	05/18/26	PAPER TOWELS	31.98			6010 450200	500		101000
		<b>Total for Vendor:</b>	<b>987.05</b>						
132304		999999 MICHAEL CARRIVEAU	110.71						
		Refund credit balance on account Acct #21498							
1	05/19/26	UB Refund	110.71			6020 214100			101000
		<b>Total for Vendor:</b>	<b>110.71</b>						
132345	E	2766 MIDCONTINENT COMMUNICATIONS	306.87						
1	15425 05/23/26	191305202 - 3050 Sheyenne 19130520215425	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
132392	E	2766 MIDCONTINENT COMMUNICATIONS	195.89						
1	05/27/26	FD June Services	195.89			2060 415200	527		101000
		37257170115432							
		<b>Total for Vendor:</b>	<b>502.76</b>						
132399	C	3797 MIDLAND DOOR SOLUTIONS, LLC	362.75						
1	13078 05/11/26	Repair on hangar #5W	362.75			7050 500000	427		101000
		13078							
		<b>Total for Vendor:</b>	<b>362.75</b>						
132412	C	102 MIDSTATES WIRELESS	1,177.86						
1	05/14/26	#3105 RADIO INSTALL	392.62			1000 430000	610		101000
		30800593-1							
2	05/14/26	#5308 RADIO INSTALL	392.62			1000 430001	610		101000
		30800593-1							
3	05/14/26	#2026 RADIO INSTALL	392.62			6020 450000	610		101000
		30800593-1							
		<b>Total for Vendor:</b>	<b>1,177.86</b>						
132455	C	1854 MIDWEST TAPE	593.08						
1	05/13/26	DVD	134.10			7000 411600	664		101000
		508857091							
2	05/13/26	DVD	63.77			7000 411600	664		101000
		508857092							
3	05/13/26	DVD	45.69			7000 411600	664		101000
		508857094							
4	05/13/26	DVD	20.22			7000 411600	664		101000
		508857095							
5	05/20/26	DVD	119.85			7000 411600	664		101000
		508890644							
6	05/20/26	DVD	185.48			7000 411600	664		101000
		508890646							
7	05/20/26	DVD	23.97			7000 411600	664		101000
		508890647							
		<b>Total for Vendor:</b>	<b>593.08</b>						

\* ... Over spent expenditure

Claim/ Line #	Check #	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
132442		5747 MIDWEST UNLIMITED	4,496.25						
1	04/17/26	CONCRETE ANCHORS	4,496.25			6025 450000	639		101000
		24207346-01P6437754							
		<b>Total for Vendor:</b>	<b>4,496.25</b>						
132433	C	2121 MOEN PORTABLES & SEPTIC	117.50						
1	05/18/26	PORTABLE	117.50			6010 450200	357		101000
		M12294							
		<b>Total for Vendor:</b>	<b>117.50</b>						
132425		1014 MOTION INDUSTRIES, INC	17.88						
1	05/19/26	#350C BALL BEARINGS	17.88			1000 430000	427		101000
		ND31-00561759							
		<b>Total for Vendor:</b>	<b>17.88</b>						
132426		2969 MTI DISTRIBUTING INC	24.08						
1	05/15/26	#5444 HARDWARE	24.08			1000 430001	427		101000
		1519066-01							
		<b>Total for Vendor:</b>	<b>24.08</b>						
132300	-93243E	4663 MUTUAL OF OMAHA	4,194.76						
1	05/15/26	May 2026 Contributions	4,194.76			1000 212515			101000
		<b>Total for Vendor:</b>	<b>4,194.76</b>						
132354	C	728 NAPA CENTRAL	45.99						
1	05/27/26	RESISTOR	48.59			1000 430000	427		101000
		525818							
2	05/27/26	RETURN	-48.59			1000 430000	427		101000
		761792							
3	05/13/26	#370 STARTER SWITCH	45.99			1000 430000	427		101000
		760370							
		<b>Total for Vendor:</b>	<b>45.99</b>						

\* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
132299	-93244E	3546 NATIONWIDE INVESTMENT ADVISORS	11,506.00						
1	05/15/26	May 26 Post-Tax Contributions	3,182.00			1000 212551			101000
2	05/15/26	May 26 Pre-Tax Contributions	8,324.00			1000 212550			101000
		<b>Total for Vendor:</b>	<b>11,506.00</b>						
132268	-93287C	3541 ND FRATERNAL ORDER OF POLICE	2,673.00						
1	05/15/26	FOP Legal for May 2026	2,673.00			1000 212527			101000
		<b>Total for Vendor:</b>	<b>2,673.00</b>						
132303	-93240E	363 ND PERS	11,890.66						
	05/15/26	Payroll							
1	05/15/26	457b Def Comp - Contributions	11,890.66			1000 212532			101000
		<b>Total for Vendor:</b>	<b>11,890.66</b>						
132457	C	756 NELCO FIRST AID	104.04						
1	05/18/26	SA - FIRST AID SUPPLIES	104.04			6010 450200	639		101000
	260420								
		<b>Total for Vendor:</b>	<b>104.04</b>						
132400	C	271 NETCENTER TECHNOLOGIES	230.00						
1	203028	05/27/26 Main FD mic setup	230.00			1000 414104	497		101000
	203028								
132467	C	271 NETCENTER TECHNOLOGIES	4,376.00						
1	202604	04/01/26 Annual Agreement 2026-2027	4,376.00			1000 414104	497		101000
	202604								
		<b>Total for Vendor:</b>	<b>4,606.00</b>						
132289	C	4765 NETWORK CABLING SERVICES, INC.	700.00						
1	05/20/26	flock camera moved	700.00			1000 421000	641		101000
	26050402								
		<b>Total for Vendor:</b>	<b>700.00</b>						

\* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
132306	C	2261 NETWORK CENTER INCORPORATED	1,100.00						
1	INV250950	05/18/26 IT Cloud Connect	1,100.00			1000 414104	497		101000
		INV250950							
		<b>Total for Vendor:</b>	<b>1,100.00</b>						
132271	118548S	3543 NEW YORK LIFE INSURANCE &	6,584.00						
1	05/15/26	Deferred Comp EE May 2026	6,584.00			1000 212531			101000
		<b>Total for Vendor:</b>	<b>6,584.00</b>						
132282		3384 NIPPON SANSO MATHESON INC	448.06						
1	05/16/26	#5707 DRILL BIT SET	448.06			1000 430002	610		101000
		0033291741							
		<b>Total for Vendor:</b>	<b>448.06</b>						
132314		348 NORTHERN IMPROVEMENT CO	25,250.00						
1	46292 05/18/26	Project 2299	25,250.00			4255 480000	670		101000
		46292							
		<b>Total for Vendor:</b>	<b>25,250.00</b>						
132419	C	1403 NORTHERN TOOL & EQUIPMENT	16.37						
1	04/24/26	PARTS TRAY/DETAILER	16.37			6025 450000	433		101000
		5460-546001-177588							
		<b>Total for Vendor:</b>	<b>16.37</b>						
132320	C	141 NORTHSTAR SAFETY, INC	991.20						
1	26-1150 05/20/26	Marking Paint - Locators	991.20			6020 450000	412		101000
		26-1150							
		<b>Total for Vendor:</b>	<b>991.20</b>						
132380	C	1715 NORTHWEST TIRE INC	127.40						
1	05/21/26	#7201 TIRE REPAIR	68.59			6025 450000	427		101000
		24056430							
2	05/18/26	#8014 TIRE REPAIR	19.71			1000 415000	427		101000
		26063835							
3	05/27/26	#5601 TIRE REPAIR	19.55			6025 450000	427		101000
		24056539							

\* ... 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	05/14/26 #7702 TIRE REPAIR		19.55			6025 450000	427		101000
	24056330								
		<b>Total for Vendor:</b>	<b>127.40</b>						
132310	C 5440 NORTHWEST TIRE INC. (PD)		710.43						
1	05/21/26 #1212 tires		710.43		1000	421000	427		101000
	26063916								
		<b>Total for Vendor:</b>	<b>710.43</b>						
132384	4223 NORTHWEST TRUCK & TRAILER		836.61						
1	05/20/26 #7047 LEG SET		708.29		4387	480000	427		101000
	05P52231								
2	05/18/26 #7042 GLADHANDS		128.32		6025	450000	427		101000
	05P52180								
		<b>Total for Vendor:</b>	<b>836.61</b>						
132269	118550S 3542 NYLI FUNDS		966.00						
1	05/15/26 NYLI (Mainstay) May 2026		966.00		1000	212529			101000
		<b>Total for Vendor:</b>	<b>966.00</b>						
132383	4744 O'REILLY AUTOMOTIVE STORES, INC		762.42						
1	05/19/26 #1194 VBELT		27.22		1000	421000	427		101000
	1932177982								
2	05/22/26 #1175 ROTORS		134.99		1000	421000	427		101000
	1932179392								
3	05/20/26 PRORATED BAT		0.00		1000	455000	427		101000
	1932178473								
4	05/15/26 #5308 FUSE HOLDER		19.98		1000	430001	610		101000
	1932176676								
5	05/26/26 #4700 BATTERY		322.36		6010	450200	427		101000
	1932180549								
6	05/26/26 BATTERY/FUSE		257.87		1000	455000	427		101000
	1932180549								
		<b>Total for Vendor:</b>	<b>762.42</b>						

\* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
132411		399 OLYMPIC SALES	4,190.00						
1	05/18/26	DUMPSTERS	4,190.00			6010 450200	665		101000
16619									
		<b>Total for Vendor:</b>	<b>4,190.00</b>						
132327		276 OSTROMS ACE HARDWARE	203.86						
1	04/29/26	k9 food	149.98			1000 421000	915		101000
230601									
2	04/29/26	windsheild wiper fluid	53.88			1000 421000	641		101000
230601									
132474		276 OSTROMS ACE HARDWARE	22.57						
1	05/28/26	FD Paint Brushes/Tr. Rm painti	12.58			2060 415200	494		101000
230791									
2	05/18/26	FD CRR Stock Pan.	9.99			2060 415200	375		101000
230732									
		<b>Total for Vendor:</b>	<b>226.43</b>						
132403		4455 OTIS ELEVATOR COMPANY	175.00						
1	05/11/26	FD Fuel surcharge	175.00			2060 415200	428		101000
F10000317265									
		<b>Total for Vendor:</b>	<b>175.00</b>						
132421	C	1648 PARKLAND USA CORPORATION DBA	32,520.83						
1	05/18/26	PW - DIESEL	32,520.83			1000 140000			101000
IN-220172-26									
132424	C	1648 PARKLAND USA CORPORATION DBA	467.49						
1	05/15/26	RIDGELILNE DEF	467.49			6010 450200	424		101000
IN-212482-26									
		<b>Total for Vendor:</b>	<b>32,988.32</b>						
132265	118555S	3548 PERSHING	400.00						
1	05/15/26	Alerus - May 2026	400.00			1000 212525			101000
		<b>Total for Vendor:</b>	<b>400.00</b>						

\* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
132344	C	563 PETRO SERVE USA	4,314.17						
1	05/21/26	CENEX OIL	229.20			6025 450000	424		101000
18875									
2	05/04/26	BULK OIL	2,974.07			6020 450000	424		101000
009654									
3	05/08/26	BULK OIL	1,110.90			6025 450000	424		101000
019346									
132470	C	563 PETRO SERVE USA	20.72						
1	05/18/26	FD CRR Kerosene	20.72			2060 415200	375		101000
6562									
		<b>Total for Vendor:</b>	<b>4,334.89</b>						
132325	C	1483 PITNEY BOWES BANK INC - RESERVE	1,500.00						
		City Hall postage machine - meter refill							
1	05/26/26	Reserve Acct 20613972	1,500.00			1000 415000	661		101000
		<b>Total for Vendor:</b>	<b>1,500.00</b>						
132351		4064 POMP'S TIRE SERVICE (ROYAL TIRE)	3,341.84						
1	05/11/26	#4202 TIRES	630.90			6010 450200	427		101000
2450016503									
2	05/22/26	#4103 FLAT REPAIR	47.00			6010 450200	427		101000
2450016747									
3	05/22/26	#4200 TIRES	1,244.80			6010 450200	427		101000
2450016746									
4	05/15/26	#4201 TIRES	1,419.14			6010 450200	427		101000
2450016607									
		<b>Total for Vendor:</b>	<b>3,341.84</b>						
132361	C	1755 PRO SWEEP INC	1,700.00						
1	05/27/26	SHEYENNE TUNNEL SWEEP	1,700.00			1000 430000	485		101000
28092									
		<b>Total for Vendor:</b>	<b>1,700.00</b>						

\* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
132277	C	3261 PROJECT LIFESAVER INTERNATIONAL	18.65						
1	05/19/26	pkg shipped	18.65			1000 421000	661		101000
		S260027300							
		<b>Total for Vendor:</b>	<b>18.65</b>						
132382		2982 RDO EQUIPMENT CO	804.18						
1	05/26/26	#2024 FILTER HEAD	106.33			6020 450000	427		101000
		P6437754							
2	05/21/26	#2024 FILTERS/OIL	697.85			6020 450000	427		101000
		P6403854							
		<b>Total for Vendor:</b>	<b>804.18</b>						
132404		424 RED RIVER REFRIGERATION	337.75						
1	05/21/26	St 76 Ice Machine cleaning	337.75			2060 415200	428		101000
		79182							
		<b>Total for Vendor:</b>	<b>337.75</b>						
132418	C	1016 RED WING BUSINESS ADVANTAGE	220.99						
1	04/29/26	D BEHRNS BOOTS	220.99			6025 450000	422		101000
		4591015							
		<b>Total for Vendor:</b>	<b>220.99</b>						
132456	E	3353 SAM'S CLUB MC/SYNCB	143.66						
1	05/19/26	PAPER PRODUCTS	143.66			6010 450200	500		101000
		<b>Total for Vendor:</b>	<b>143.66</b>						
132472	E	1881 SAM'S CLUB/SYNCHRONY BANK (FD)	56.94						
1	05/27/26	FD St 75 Station Supplies	56.94			2060 415200	500		101000
		152389628481							
		<b>Total for Vendor:</b>	<b>56.94</b>						
132297	C	437 SANDY'S DONUTS & COFFEE SHOP	249.90						
1	05/18/26	BCI training bakery	49.98			1000 421000	375		101000
		8898							
2	05/19/26	BCI training bakery	49.98			1000 421000	375		101000
		1013676							

\* ... 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 1013779	05/20/26	BCI training bakery	49.98			1000 421000	375		101000
4 1013877	05/21/26	BCI training bakery	49.98			1000 421000	375		101000
5 1013983	05/22/26	BCI training bakery	49.98			1000 421000	375		101000
		<b>Total for Vendor:</b>	<b>249.90</b>						
132374 1 97093	C 05/20/26	454 SANITATION PRODUCTS #3208 SHOES/BROOM	1,923.40 1,923.40			1000 430000	427		101000
132430 1 97121	C 05/21/26	454 SANITATION PRODUCTS QUICK CLAMP	77.28 77.28			6025 450000	439		101000
		<b>Total for Vendor:</b>	<b>2,000.68</b>						
132281 PO - 200331 1 42455		450 SCHEELS bird shot ammo training	53.94 53.94			1000 421000	987		101000
		<b>Total for Vendor:</b>	<b>53.94</b>						
132368 1	C 05/28/26	5713 SCOTT'S ELECTRIC PROJ 9061	82,164.69 82,164.69			4188 480000	670		101000
		<b>Total for Vendor:</b>	<b>82,164.69</b>						
132452 1 Fire Department		459 SHERWIN WILLIAMS FD St 76 Training Rooms	175.77 175.77			2060 415200	494		101000
		<b>Total for Vendor:</b>	<b>175.77</b>						
132350 1 000163		3994 SHEYENNE GARDENS TREES	602.00 602.00			2210 428000	446		101000
		<b>Total for Vendor:</b>	<b>602.00</b>						

\* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
132405	C	2885 SHORTPRINTER	33.75						
1	05/11/26	FD CRR Crash Car Seats postcar	33.75			2060 415200	375		101000
173631									
		<b>Total for Vendor:</b>	<b>33.75</b>						
132357	C	91 SIGN SOLUTIONS USA	1,076.25						
1	05/21/26	SIGNS	1,076.25			4199 480000	670		101000
423236									
132415	C	91 SIGN SOLUTIONS USA	378.07						
1	04/21/26	SIGNS	160.78			1000 430000	487		101000
422672									
2	05/21/26	SIGNS	217.29			1000 430000	487		101000
423220									
		<b>Total for Vendor:</b>	<b>1,454.32</b>						
132429	C	360 SIX ROBBLEES INC	291.96						
1	05/26/26	GREASE CAPS/PLUGS/TIRE CARRIER	76.00			1000 430000	427		101000
26P9911									
2	05/20/26	BEARING CONE/CUP/SEAL	215.96			1000 430000	427		101000
26P9861									
		<b>Total for Vendor:</b>	<b>291.96</b>						
132463	C	3528 SNACKS PLUS VENDING	300.00						
1	05/20/26	COFFEE - PW	200.00			6020 450000	500		101000
5940:1176849									
2	05/20/26	COFFEE - SA	100.00			6010 450200	500		101000
5940:1176903									
		<b>Total for Vendor:</b>	<b>300.00</b>						
132316		5227 SOLBERG STEWART MILLER	3,162.50						
1	9846-000M1 05/20/26	Professional Services - Ma	3,162.50			1000 412000	309		101000
9846-000M1 - 05/26									
		<b>Total for Vendor:</b>	<b>3,162.50</b>						

\* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
132450	C	3516 STEIN'S INC	5.00						
1	05/27/26	FD S/H 5 towel dispensers	5.00			2060 415200	500		101000
974404									
		<b>Total for Vendor:</b>	<b>5.00</b>						
132364	C	176 SUMMIT FIRE PROTECTION	535.00						
1	05/28/26	CH - FIRE EXT INSPECTION	535.00			1000 455000	420		101000
4128735									
132417	C	176 SUMMIT FIRE PROTECTION	431.45						
1	05/15/26	PD - ALARM INSPECTION	431.45			1000 455000	420		101000
4101489									
		<b>Total for Vendor:</b>	<b>966.45</b>						
132381	C	733 SWANSTON EQUIPMENT CORP	1,048.32						
1	05/22/26	#5432 MIRROR	215.33			1000 430001	427		101000
P24104									
2	05/19/26	#350C CASTER	111.11			1000 430000	427		101000
P23985									
3	05/19/26	#350C TIRE ASSY	260.50			1000 430000	427		101000
P23976									
4	05/13/26	#7303 FILTER ELEMENT	461.38			6025 450000	427		101000
P23769									
		<b>Total for Vendor:</b>	<b>1,048.32</b>						
132362	C	2491 TEAM LABORATORY CHEMICAL, LLC	4,490.00						
1	05/19/26	ULTIMATE BLOCK	4,490.00			6025 450000	423		101000
INV0051733									
		<b>Total for Vendor:</b>	<b>4,490.00</b>						
132372	C	3532 TECH SALES CO	1,412.00						
1	05/14/26	PROJ 1351	1,412.00			4221 480000	670		101000
329750									

\* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
132407	C	3532 TECH SALES CO	700.00						
1	05/06/26	PROJ 1351	700.00			4221 480000	670		101000
329733									
		<b>Total for Vendor:</b>	<b>2,112.00</b>						
132385		1900 THE UPS STORE #5998	312.68						
1	05/20/26	SHIPPING	312.68			6025 450000	335		101000
		<b>Total for Vendor:</b>	<b>312.68</b>						
132391	C	3411 THE UPS STORE #6740	34.97						
1	05/22/26	FD E-76 Air pump repair	34.97			2060 415200	661		101000
410A042020									
132447	C	3411 THE UPS STORE #6740	35.92						
1	04/07/26	SHIPPING	35.92			1000 430002	392		101000
		<b>Total for Vendor:</b>	<b>70.89</b>						
132437	C	3352 TITAN MACHINERY - FARGO	3,788.59						
1	05/21/26	#7039 DRIVER MOTOR REPAIR	3,788.59			4387 480000	427		101000
SO0354680-1									
		<b>Total for Vendor:</b>	<b>3,788.59</b>						
132444	C	5674 TRACERCO US LLC	480.00						
1	05/27/26	FD Calibration-IS Monitor	480.00			2060 415200	420		101000
PJIV-000003371									
		<b>Total for Vendor:</b>	<b>480.00</b>						
132312	C	5718 TRAUMA MATTERS, PLLC	1,000.00						
1	05/22/26	april 2026 PD wellness	1,000.00			1000 421000	387		101000
86									
132446	C	5718 TRAUMA MATTERS, PLLC	2,515.01						
1	05/22/26	FD April 26 Wellness Visits	2,515.01			2060 415200	996		101000
85									
		<b>Total for Vendor:</b>	<b>3,515.01</b>						

\* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
132445		3524 TRAVIS OLSON	136.33						
1	05/21/26	FD Human Traff. Conf.	136.33			2060 415200	340		101000
		2026 Training							
		<b>Total for Vendor:</b>	<b>136.33</b>						
132279		5386 TRUCKVAULT INC	8,840.00						
1	03/26/26	storage vault	8,840.00			1000 421000	641		101000
		284427							
		<b>Total for Vendor:</b>	<b>8,840.00</b>						
132275		2136 ULINE INC	235.71						
1	05/14/26	shelving for command truck	235.71			1000 421000	641		101000
		208063396							
132436		2136 ULINE INC	664.97						
1	04/30/26	PROJ 9061	470.90			4188 480000	670		101000
		207441116							
		2 05/14/26 NITRILE GLOVES	194.07			6025 450000	433		101000
		208055650							
		<b>Total for Vendor:</b>	<b>900.68</b>						
132331	C	4067 UNITED TACTICAL SYSTEMS LLC	1,559.41						
1	05/26/26	less lethal	1,559.41			1000 421000	987		101000
		0107845-IN							
		<b>Total for Vendor:</b>	<b>1,559.41</b>						
132270	-93286C	1562 UNITED WAY OF CASS-CLAY	47.00						
1	05/15/26	May 2026 Contributions	47.00			1000 212536			101000
		<b>Total for Vendor:</b>	<b>47.00</b>						
132302	-93241E	4665 UNUM	13,180.29						
1	05/15/26	May 26 Employee Contributions	7,252.87			1000 212514			101000
2	05/15/26	May 26 Employer Contributions	5,927.42			1000 212514			101000
		<b>Total for Vendor:</b>	<b>13,180.29</b>						

\* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
132432	C	5649 VALOR CONTRACTING LLC	317,798.75						
1	05/26/26	PROJ 9061	317,798.75			4188 480000	670		101000
		<b>Total for Vendor:</b>	<b>317,798.75</b>						
132295	C	3668 VERIZON WIRELESS	11,757.64						
1	04/08/26	april 2026 - city admin	158.06			1000 414000	356		101000
6142983119									
2	04/08/26	april 2026 - finance	39.50			1000 414100	356		101000
6142983119									
3	04/08/26	april 2026-ch assessing hot sp	40.01			1000 414101	356		101000
6142983119									
4	04/08/26	april 2026 - econ development	79.03			1000 414102	356		101000
6142983119									
5	04/08/26	april 2026 - HR	197.56			1000 414103	356		101000
6142983119									
6	04/08/26	april 2026 - IT	237.06			1000 414104	356		101000
6142983119									
7	04/08/26	april 2026 - engineering	801.68			1000 414200	356		101000
6142983119									
8	04/08/26	april 2026 - commission	197.50			1000 415000	356		101000
6142983119									
9	04/08/26	april 2026 - wellness room	-13.33			1000 415000	497		101000
6142983119									
10	04/08/26	april 2026 - communication	79.06			1000 416200	356		101000
6142983119									
11	04/08/26	april 2026 - planning	237.09			1000 418000	356		101000
6142983119									
12	04/08/26	april 2026 - pd cell (.1)	3,846.08			1000 421000	356		101000
6142983119									
13	04/08/26	april 2026 - pd bait (.10)	39.53			1000 421000	356		101000
6142983119									
14	04/08/26	april 2026 - pd passport (.11)	316.00			1000 421000	356		101000
6142983119									
15	04/08/26	april 2026 - pd 4sight (.12)	79.00			1000 421000	356		101000
6142983119									
16	04/08/26	april 2026 - pd mdc (.2)	120.03			1000 421000	356		101000
6142983119									

\* ... 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
17	04/08/26 april 2026-pd cradle point(.3)		789.10			1000 421000	356		101000
6142983119									
18	04/08/26 april 2026 - pd pole cams (.7)		40.01			1000 421000	356		101000
6142983119									
19	04/08/26 april 26-pd invest trailer(.8)		80.02			1000 421000	356		101000
6142983119									
20	04/08/26 4/26-new CP router(21) pd(.13)		150.10			1000 421000	356		101000
6142983119									
21	04/08/26 april 26-pw street/electrical		238.65			1000 430000	356		101000
6142983119									
22	04/08/26 april 2026 - pw row		39.53			1000 430001	356		101000
6142983119									
23	04/08/26 april 2026 - pw		637.25			1000 450000	356		101000
6142983119									
24	04/08/26 april 2026 - pw B & G		237.66			1000 455000	356		101000
6142983119									
25	04/08/26 april 2026 - fire		1,142.17			2060 415200	356		101000
6142983119									
26	04/08/26 april 2026 - fire drone		20.02			2060 415200	356		101000
6142983119									
27	04/08/26 april 2026 - pw forestry		158.03			2210 428000	356		101000
6142983119									
28	04/08/26 april 2026 - pw sanitation		645.07			6010 450200	356		101000
6142983119									
29	04/08/26 april 2026 - pw water		538.83			6020 450000	356		101000
6142983119									
30	04/08/26 april 2026 - pw sewer		398.78			6025 450000	356		101000
6142983119									
31	04/08/26 april 2026 - library		188.56			7000 411600	356		101000
6142983119									
		<b>Total for Vendor:</b>	<b>11,757.64</b>						
132343	C	544 WALLWORK TRUCK CENTER	1,087.52						
1	05/27/26 PURGE VALVE KIT		25.63			6010 450200	427		101000
01P716805									
2	05/27/26 #407 RETURN		-80.00			6010 450200	427		101000
01P718868									

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
3	05/21/26	STOCK PARTS - ST	112.87			1000 430000	427		101000
01P717298									
4	05/21/26	STOCK PARTS - WA	112.87			6020 450000	427		101000
01P717298									
5	05/21/26	STOCK PARTS - SA	112.87			6010 450200	427		101000
01P717298									
6	05/26/26	#3005 LED LIGHT MODULE	277.74			1000 430000	427		101000
01P718232									
7	05/26/26	#4009 FILTER/WATER SEP	174.87			6010 450200	427		101000
01P718231									
8	05/20/26	#7400 ALTERNATOR PULLEY	174.55			6010 450200	427		101000
01P717054									
9	05/26/26	#4009 FILTER/WATER SEP	58.29			6010 450200	427		101000
01P718218									
10	05/20/26	LED LAMP/PURGE VALVE KIT	117.83			6010 450200	427		101000
01P716780									
132449	C	544 WALLWORK TRUCK CENTER	1,591.92						
1	05/18/26	FD E -76 Air Leak	13.26			2060 415200	427		101000
01P716107									
2	05/18/26	FD Air Filter inventory	1,543.02			2060 415200	427		101000
01P712667									
3	05/27/26	FD T-76 auto leaver air ride	35.64			2060 415200	427		101000
01P718611									
		<b>Total for Vendor:</b>	<b>2,679.44</b>						
132471		999999 WASTE MANAGEMENT - WEST FARGO	250.00						
		Overpayment for Inv #22624							
1	05/29/26	Invoice overpayment	250.00			1000 214100			101000
		Inv #22624							
		<b>Total for Vendor:</b>	<b>250.00</b>						
132323	C	566 WEST FARGO PARK DISTRICT	94,588.15						
1	05/22/26	May 2026 State Aid	94,588.15			2050 451000	992		101000
		<b>Total for Vendor:</b>	<b>94,588.15</b>						

\* ... 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
132280		2625 WEST FARGO POLICE PUBLIC SAFETY	55.39						
1	05/18/26	MLEEA conf fuel	55.39			1000 421000	375		101000
080									
		<b>Total for Vendor:</b>	<b>55.39</b>						
132335	C	2184 WEST SIDE STEEL	840.19						
1	05/15/26	DUMPSTER REPAIR	222.33			6010 450200	914		101000
15193									
2	05/20/26	DUMPSTER REPAIR	337.95			6010 450200	914		101000
15238									
3	05/12/26	#262 SHEET METAL	279.91			6020 450000	427		101000
15166									
132451	C	2184 WEST SIDE STEEL	77.88						
1	05/27/26	FD Training Grounds	77.88			2060 415200	340		101000
15295									
		<b>Total for Vendor:</b>	<b>918.07</b>						
132311	C	807 WEX HEALTH, INC	434.04						
1	0002358857	04/30/26 COBRA/FSA/HSA - Apr 2026	401.16			1000 414103	428		101000
	0002358857-IN								
2	0002358857	04/30/26 COBRA/FSA/HSA - Apr 2026	32.88			8000 453000	110		101000
	0002358857-IN								
		<b>Total for Vendor:</b>	<b>434.04</b>						
132301	-93242E	4676 WEX HSA	45,021.98						
	05.15.26	Payroll							
1	05/15/26	HSA Contributions - ER & EE	40,351.98			1000 212530			101000
2	05/15/26	HSA Contributions - ER & EE	4,670.00			8000 453000	110		101000
		Parks							
		<b>Total for Vendor:</b>	<b>45,021.98</b>						
132469		5394 WEYER COMPANIES	1,488.00						
		Paint Building at Training Grounds. this is the down payment							
1	05/29/26	FD Training Grnds. Painting	1,488.00			2060 415200	494		101000
		E-43984							
		<b>Total for Vendor:</b>	<b>1,488.00</b>						

\* ... 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
132267	118572S	3827 WF Firefighters Association	1,320.00						
1	05/15/26	Fire Union Dues May 2026	1,320.00			1000 212552			101000
		<b>Total for Vendor:</b>	<b>1,320.00</b>						
132322	E	338 XCEL ENERGY	68.87						
1	979203419	05/22/26 New City Hall (WEX Bldg)	68.87			1001 415000	527		101000
		979203419							
132328	E	338 XCEL ENERGY	26.16						
1	05/26/26	april 2026 603/605 shey st	26.16			1000 421000	527		101000
		979364572							
132334	E	338 XCEL ENERGY	1,014.29						
1	05/19/26	SM75	50.22			6020 450000	527		101000
		978604346							
2	05/19/26	TRANSFER STATION	63.59			6010 450200	527		101000
		978529695							
3	05/20/26	4015 4TH ST W	102.39			1000 430002	527		101000
		978692333							
4	05/22/26	300 SHEYENNE - PIONEER PLACE	49.79			2310 452120	527		101000
		979142725							
5	05/22/26	344 SHEYENNE - SHEYENNE PLAZA	22.05			2310 452120	527		101000
		979169151							
6	05/26/26	1100 12TH AVE NW	121.56			6020 450000	527		101000
		979412200							
7	05/26/26	312 5TH AVE W	241.25			1000 430002	527		101000
		979357424							
8	05/26/26	1100 12TH AVE NW	140.57			6020 450000	527		101000
		979408822							
9	05/26/26	60L	71.63			6020 450000	527		101000
		979359438							
10	05/26/26	901 10TH AVE E	54.94			1000 430002	527		101000
		979402645							
11	05/26/26	SM33	72.01			6020 450000	527		101000
		979342502							
12	05/26/26	309 2ND AVE NW	24.29			1000 430002	527		101000
		979373418							
		<b>Total for Vendor:</b>	<b>1,109.32</b>						

# of Claims	211	Total: 1750,354.52	# of Vendors	68
Total Electronic Claims		1484,688.12		
Total Non-Electronic Claims		265666.40		

\*\* 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's 1345, 1353 and 2290

**Requested Action/Staff Recommendation:** Approve Declaration of Intent for each District and Adopt Resolutions Directing Assessments to be Levied

**Presented By:** Jerry Wallace, City Engineer

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**New Information:**

The City of West Fargo has created the following assessment Districts:

1. Improvement District No. 1345 – Sandhills 6<sup>th</sup> Addition
2. Improvement District No. 1353 – Dakota Medical Foundation Development
3. Improvement District No. 2290 – 2025 Public Works Mill & Overlay

The construction work within these District has been completed. Completion includes the creation of the assessment district, develop and approve plans/specifications, bid and award bids, complete construction and issuing of bonds to finance the projects. As a result, the Projects are complete, and the projects costs are ready to be submitted to the Special Assessment Commission to determine the amount of special assessments for each parcel within each District.

The next procedural step in the process is for the City Commission to approve resolutions to direct the assessments to be levied. This approval will move the assessment process to the Special Assessment Commission to complete their responsibilities in the assessment process. The approval of the resolution directing assessments to be levied is the first step in the process and does not mean that the special assessments have been finalized.

The project costs less external funding was identified through the bonding process. The resolution for each project provides a schedule of the costs included for the project, project funds used to reduce the assessed amounts with the final amount to be assessed. The amount to be assessed has been bonded.

**Financial Analysis:**

The projects have been completed with bonds issued to fund the projects. Assessments are required to be levied for the repayment of the bonds issued and comply with the bond agreements, covenants and resolutions.

**Policy Analysis:**

Pursuant to chapter 40-23 of the North Dakota Century Code the City of West Fargo, North Dakota (the "City"), has the legal authority to levy special assessment and to direct the Special Assessment to meet and begin the process of levying and apportioning special assessments within each of the Districts, in conformance with North Dakota law

**Supporting Documents:**

- Associated Declarations of Intent

- Associated Resolutions Directing Assessments to be Levied

**West Fargo City Commission**

Bernie Dardis, Commission President

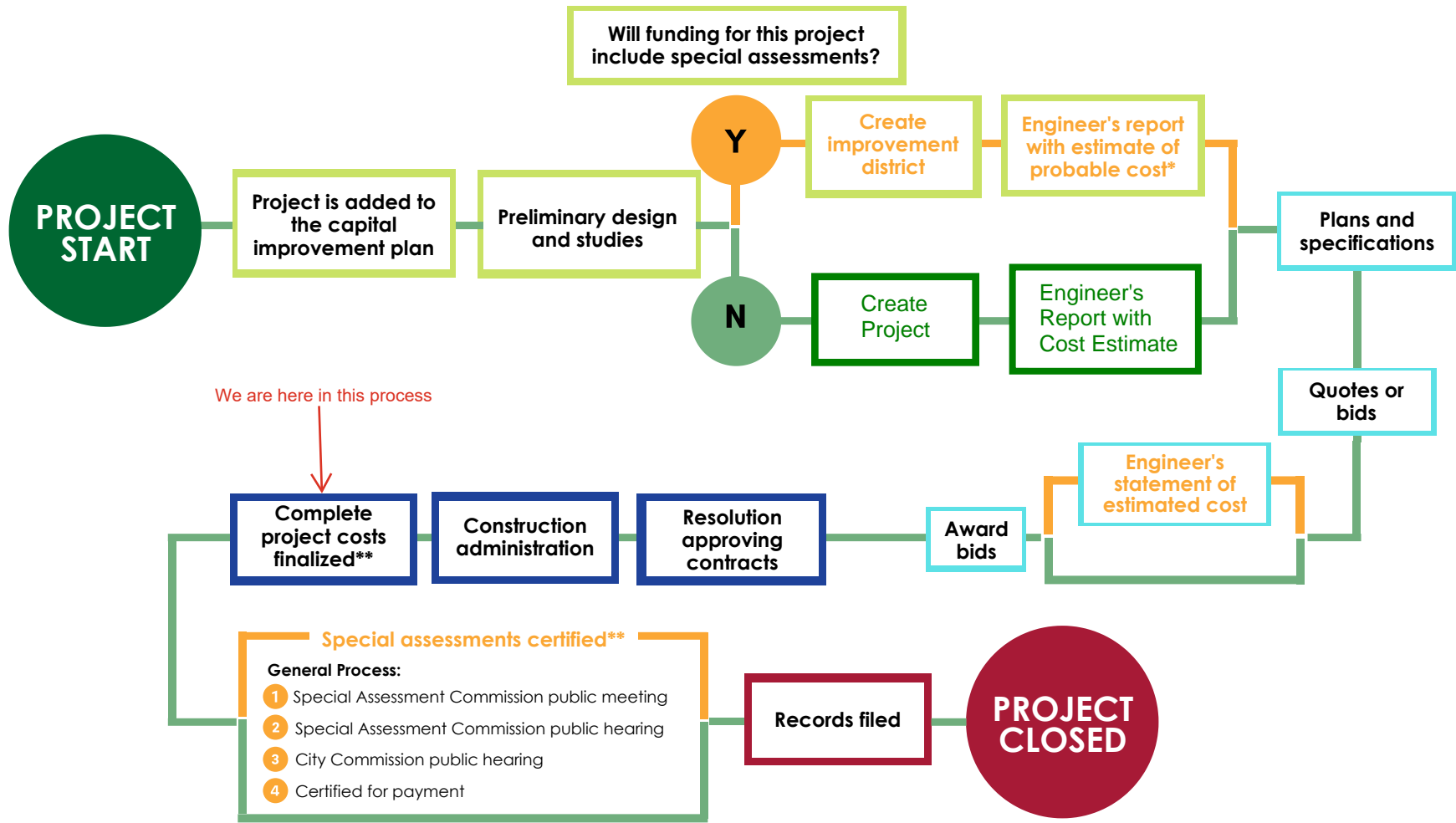
Brad Olson, Commission Vice President

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.

DECLARATION OF OFFICIAL INTENT

The undersigned, being the duly appointed and acting City Auditor of the City of West Fargo, North Dakota (the "City"), pursuant to and for purposes of compliance with Treasury Regulations, Section 1.150-2 (the "Regulations"), under the Internal Revenue Code of 1986, as amended, hereby states and certifies as follows:

1. The undersigned has been and is on the date hereof duly authorized by the governing body of the City to make and execute this Declaration of Official Intent (the "Declaration") for and on behalf of the governing body.

2. The City is undertaking a project described as follows:

IMPROVEMENT DISTRICT NO. 1345 – NEW WATER SUPPLY, SEWERAGE, STREET SYSTEMS, AND INCIDENTALS

3. The City intends, and reasonably expects, to reimburse itself for the payment of the cost of the project out of the proceeds of a tax-exempt bond issue, debt, or similar borrowing (the "Bonds") to be issued at a later date. Such reimbursement will be made no later than eighteen (18) months after the latter of (a) the date of the expenditure, or (b) the date the project is placed in service or abandoned, but in no event more than three (3) years after the date of expenditure. In the meantime, the City reasonably expects to pay and temporarily finance the costs from the following source or sources of funds: Pooled Funds of the City.

4. The maximum principal amount of Bonds expected to be issued for the payment of the costs of the project is: \$6,820,000.

5. No costs of the project have heretofore been paid by the City, except for preliminary or start-up expenditures permitted under Section 1-150-2(f)(2) or an expenditure which occurred within sixty (60) days of the date of this Declaration. The City will only reimburse itself for capital expenditures and costs of issuance of the Bonds. In addition, the reimbursement allocation will be evidenced by a proper entry on the City's books and records.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the 6<sup>th</sup> day of May, 2024.

CITY OF WEST FARGO

BY: \_\_\_\_\_  
City Auditor

Commissioner \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION DIRECTING ASSESSMENTS TO BE LEVIED

Be it resolved by the Board of City Commissioners of the City of West Fargo that the City Commission has estimated the cost in Improvement District No. 1345 - New Water Supply, Sewerage, Street Systems, and Incidentals, and does hereby direct assessments to be levied for the payment of such cost as follows:

Total Construction	\$ 4,355,851.79
Utility Construction	15,635.00
Engineering	1,158,747.69
Land/Easement Purchases	213,716.49
Construction Interest	16,930.27
Capitalized Interest	358,149.77
Testing	45,469.00
Legal	7,243.00
Advertising/Misc.	142.88
Administration	130,676.00
Engineering Administration	43,559.00
Bond Counsel	9,976.77
Municipal Advisory	15,962.82
Rating Agency Fee	15,962.82
Underwriting Fee	60,592.22
Fiscal Agent	332.56
Special Assessment Commission	240.00
Miscellaneous Fees	1,586.54
Contingencies	<u>43,558.52</u>
TOTAL:	\$ 6,494,333.14

and that the City Auditor be and he is hereby directed to notify the Chairman of the Special Assessment Commission and shall certify to the Chairman of the Special Assessment Commission the items of the total cost set forth herein.

Dated: June 1, 2026

APPROVED:

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President of Board of City Commissioners

ATTEST:

\_\_\_\_\_  
City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner \_\_\_\_\_, and upon vote being taken thereon, the following voted in favor thereof: \_\_\_\_\_ . The following commissioners were absent and not voting: \_\_\_\_\_ . The following commissioners voted nay: \_\_\_\_\_ . The majority having voted aye, the motion carried and the resolution was duly adopted.

DECLARATION OF OFFICIAL INTENT

The undersigned, being the duly appointed and acting City Auditor of the City of West Fargo, North Dakota (the "City"), pursuant to and for purposes of compliance with Treasury Regulations, Section 1.150-2 (the "Regulations"), under the Internal Revenue Code of 1986, as amended, hereby states and certifies as follows:

1. The undersigned has been and is on the date hereof duly authorized by the governing body of the City to make and execute this Declaration of Official Intent (the "Declaration") for and on behalf of the governing body.

2. The City is undertaking a project described as follows:

IMPROVEMENT DISTRICT NO. 1353 - NEW WATER SUPPLY, SEWERAGE, STREET SYSTEMS, AND INCIDENTALS

3. The City intends, and reasonably expects, to reimburse itself for the payment of the cost of the project out of the proceeds of a tax-exempt bond issue, debt, or similar borrowing (the "Bonds") to be issued at a later date. Such reimbursement will be made no later than eighteen (18) months after the latter of (a) the date of the expenditure, or (b) the date the project is placed in service or abandoned, but in no event more than three (3) years after the date of expenditure. In the meantime, the City reasonably expects to pay and temporarily finance the costs from the following source or sources of funds: Pooled Funds of the City.

4. The maximum principal amount of Bonds expected to be issued for the payment of the costs of the project is: \$2,340,000.

5. No costs of the project have heretofore been paid by the City, except for preliminary or start-up expenditures permitted under Section 1-150-2(f)(2) or an expenditure which occurred within sixty (60) days of the date of this Declaration. The City will only reimburse itself for capital expenditures and costs of issuance of the Bonds. In addition, the reimbursement allocation will be evidenced by a proper entry on the City's books and records.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the 16<sup>th</sup> day of June, 2025.

CITY OF WEST FARGO

BY: \_\_\_\_\_  
City Auditor

Commissioner \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION DIRECTING ASSESSMENTS TO BE LEVIED

Be it resolved by the Board of City Commissioners of the City of West Fargo that the City Commission has estimated the cost in Improvement District No. 1353 - New Water Supply, Sewerage, Street Systems, and Incidentals, and does hereby direct assessments to be levied for the payment of such cost as follows:

Total Construction	\$ 1,483,267.43
Utility Construction	15,195.00
Engineering	266,954.78
Land/Easement Purchases	138,546.94
Sewer Hookup Fee	71,190.00
Construction Interest	5,470.55
Capitalized Interest	112,955.08
Testing	26,236.10
Legal	5,517.00
Advertising/Misc.	188.48
Administration	44,168.00
Engineering Administration	14,723.00
Bond Counsel	3,146.52
Municipal Advisory	5,034.44
Rating Agency Fee	5,034.44
Underwriting Fee	19,109.88
Fiscal Agent	104.88
Special Assessment Commission	240.00
Miscellaneous Fees	500.37
Contingencies	<u>14,722.67</u>
TOTAL:	\$ 2,232,305.56

and that the City Auditor be and he is hereby directed to notify the Chairman of the Special Assessment Commission and shall certify to the Chairman of the Special Assessment Commission the items of the total cost set forth herein.

Dated: June 1, 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 \_\_\_\_\_, and upon vote being taken thereon, the following voted in favor thereof: \_\_\_\_\_ . The following commissioners were absent and not voting: \_\_\_\_\_ . The following commissioners voted nay: \_\_\_\_\_ . The majority having voted aye, the motion carried and the resolution was duly adopted.

DECLARATION OF OFFICIAL INTENT

The undersigned, being the duly appointed and acting City Auditor of the City of West Fargo, North Dakota (the "City"), pursuant to and for purposes of compliance with Treasury Regulations, Section 1.150-2 (the "Regulations"), under the Internal Revenue Code of 1986, as amended, hereby states and certifies as follows:

1. The undersigned has been and is on the date hereof duly authorized by the governing body of the City to make and execute this Declaration of Official Intent (the "Declaration") for and on behalf of the governing body.

2. The City is undertaking a project described as follows:

IMPROVEMENT DISTRICT NO. 2290 – 2025 PUBLIC WORKS MILL AND OVERLAY

3. The City intends, and reasonably expects, to reimburse itself for the payment of the cost of the project out of the proceeds of a tax-exempt bond issue, debt, or similar borrowing (the "Bonds") to be issued at a later date. Such reimbursement will be made no later than eighteen (18) months after the latter of (a) the date of the expenditure, or (b) the date the project is placed in service or abandoned, but in no event more than three (3) years after the date of expenditure. In the meantime, the City reasonably expects to pay and temporarily finance the costs from the following source or sources of funds: Pooled Funds of the City.

4. The maximum principal amount of Bonds expected to be issued for the payment of the costs of the project is: \$1,254,000.

5. No costs of the project have heretofore been paid by the City, except for preliminary or start-up expenditures permitted under Section 1-150-2(f)(2) or an expenditure which occurred within sixty (60) days of the date of this Declaration. The City will only reimburse itself for capital expenditures and costs of issuance of the Bonds. In addition, the reimbursement allocation will be evidenced by a proper entry on the City's books and records.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

CITY OF WEST FARGO

BY: \_\_\_\_\_  
City Auditor

Commissioner \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION DIRECTING ASSESSMENTS TO BE LEVIED

Be it resolved by the Board of City Commissioners of the City of West Fargo that the City Commission has estimated the cost in Improvement District No. 2290 – 2025 Public Works Mill and Overlay, and does hereby direct assessments to be levied for the payment of such cost as follows:

Total Construction	\$ 943,038.73
Engineering	94,303.87
Construction Interest	2,807.75
Capitalized Interest	67,370.99
Testing	8,291.00
Legal	11,980.00
Advertising/Misc.	1,185.64
Administration	28,291.00
Engineering Administration	9,430.00
Bond Counsel	1,876.71
Municipal Advisory	3,002.74
Rating Agency Fee	3,002.74
Underwriting Fee	11,397.91
Fiscal Agent	62.56
Special Assessment Commission	240.00
Miscellaneous Fees	298.45
Contingencies	<u>9,430.39</u>
 TOTAL:	 \$1,196,010.48
 LESS: City Funds	 <u>598,005.24</u>
 TOTAL TO BE ASSESSED:	 \$ 598,005.24

and that the City Auditor be and he is hereby directed to notify the Chairman of the Special Assessment Commission and shall certify to the Chairman of the Special Assessment Commission the items of the total cost set forth herein.

Dated: June 1, 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 \_\_\_\_\_, and upon vote being taken thereon, the following voted in favor thereof: \_\_\_\_\_ . The following commissioners were absent and not voting: \_\_\_\_\_ . The following commissioners voted nay: \_\_\_\_\_ . The majority having voted aye, the motion carried and the resolution was duly adopted.



**Monthly Financial Statement**  
 Year To Date As of April 30, 2026  
 Prepared on 5/13/2026

Prepared by: Sara Kadrmaz  
 Reviewed by: Willy Galindo  
 Commission Meeting: 5/18/2026

Budgeted Funds:		Notes	Revenue/Transfers			Expenditure/Transfers			Net Actuals	Cash
Fund	Description		Actual	Annual Budget	% Received	Actual	Annual Budget	% Spent	Revenue vs. Expense	Balance
1000	General Fund		\$ 18,891,014	\$ 41,436,574	46%	\$ 13,192,656	\$ 42,090,761	31%	\$ 5,698,357	\$ 19,540,197
2030	Share of Specials		176,222	224,944	78%	233,939	224,944	104%	(57,717)	61,640
7000	Library		1,985,113	2,642,068	75%	671,117	2,632,068	25%	1,313,996	2,969,598
7050	Airport		444,564	754,908	59%	493,694	744,236	66%	(49,130)	848,290
<b>Total Government</b>			<b>\$ 21,496,912</b>	<b>\$ 45,058,494</b>	<b>48%</b>	<b>\$ 14,591,407</b>	<b>\$ 45,692,009</b>	<b>32%</b>	<b>\$ 6,905,506</b>	<b>\$ 23,419,725</b>
2960	Economic Development Sales Tax		927,175	4,481,368	21%	91,672	4,437,343	2%	835,504	17,124,628
2970	Capital Improvements Sales Tax		2,820,634	13,214,414	21%	288,385	23,760,350	1%	2,532,249	35,314,677
2971	Prairie Dog Funds		-	1,586,000	0%	-	1,586,000	0%	-	676,916
2973	Flexible Transportation Fund		48,257	-	0%	-	-	0%	48,257	756,644
2975	Public Safety Sales Tax		927,175	4,347,600	21%	-	5,335,742	0%	927,175	2,877,021
2110	Gaming		7,378	15,000	49%	-	150,000	0%	7,378	162,847
2XXX	Event Funds		-	-	0%	-	-	0%	-	16,668
2200	Vector Control		75,326	220,000	34%	-	100,000	0%	75,326	721,416
2210	Forestry		254,284	802,410	32%	149,728	665,702	22%	104,556	92,830
2230	City Utility		15,183	-	0%	-	-	0%	15,183	345,442
25XX	Police Special Funds		5,550	10,150	55%	-	9,850	0%	5,550	304,232
2950	Assets Forfeitures		338	30,000	1%	1,889	30,000	6%	(1,551)	116,205
2980	South Facility Hookup		-	-	0%	-	-	0%	-	3,523,826
<b>Total Special Funds</b>			<b>\$ 5,081,302</b>	<b>\$ 24,706,942</b>	<b>21%</b>	<b>\$ 531,673</b>	<b>\$ 36,074,987</b>	<b>1%</b>	<b>\$ 4,549,629</b>	<b>\$ 62,033,351</b>
3000	<b>Total Debt Service</b>		<b>\$ 22,246,819</b>	<b>\$ 23,544,373</b>	<b>94%</b>	<b>\$ 19,128,304</b>	<b>\$ 24,592,139</b>	<b>78%</b>	<b>\$ 3,118,515</b>	<b>\$ 55,356,891</b>
6010	Sanitation		\$ 2,569,497	\$ 8,049,571	32%	\$ 2,736,005	\$ 8,079,213	34%	\$ (166,508)	\$ 1,926,008
6020	Water		2,673,741	11,155,465	24%	2,644,593	10,414,489	25%	29,148	9,542,964
6025	Sewer		2,549,390	8,903,389	29%	2,365,350	7,840,986	30%	184,040	(198,250)
<b>Total Enterprise</b>			<b>7,792,628</b>	<b>28,108,425</b>	<b>28%</b>	<b>7,745,948</b>	<b>26,334,688</b>	<b>29%</b>	<b>46,680</b>	<b>\$ 11,270,722</b>
5000	Tree Fund		\$ 2,516	\$ 35,000	7%	\$ 300	\$ 35,000	1%	\$ 2,216	557,099
2050	Park Funds/State Aid		381,289	1,180,000	32%	381,289	1,180,000	32%	-	86,982
8600	Park District Special Assessment		\$ 697,185	\$ 710,338	98%	682,798	710,338	96%	14,387	14,387
2141	FM CVB		114,821	450,000	26%	109,134	450,000	24%	5,687	-
<b>Total Agency</b>			<b>\$ 1,195,812</b>	<b>\$ 2,375,338</b>	<b>50%</b>	<b>\$ 1,173,522</b>	<b>\$ 2,375,338</b>	<b>49%</b>	<b>\$ 22,290</b>	<b>\$ 658,468</b>
<b>Total All Budgeted Funds</b>			<b>\$ 57,813,472</b>	<b>\$ 123,793,572</b>	<b>47%</b>	<b>\$ 43,170,854</b>	<b>\$ 135,069,161</b>	<b>32%</b>	<b>\$ 14,642,618</b>	<b>\$ 152,739,158</b>
Non-Budgeted Funds:			Revenue/Transfers			Expenditure/Transfers			Net Actuals	Cash
Fund	Description		Actual	Annual Budget	Variance	Actual	Annual Budget	Variance	Revenue vs. Expense	Balance
4000	Construction		\$ 4,598,849	\$ -	0%	\$ 6,029,911	\$ 862,815	699%	\$ (1,431,061)	\$ (23,977,451)
2170	Clerk of Court Bond Fund		-	-	0%	-	-	0%	-	75,091
2600	Future Building		-	-	0%	-	-	0%	-	-
2XXX	Misc. Special Funds		128,420	536,200	24%	274,209	536,200	51%	(145,789)	728,727
7XXX	Agency Funds		-	-	0%	-	-	0%	-	218,391
8000	West Fargo Parks Payroll		-	-	0%	(112,927)	-	0%	112,927	(33)
<b>Total Non-Budgeted Funds</b>			<b>\$ 4,727,270</b>	<b>\$ 536,200</b>	<b>882%</b>	<b>\$ 6,191,192</b>	<b>\$ 1,399,015</b>	<b>443%</b>	<b>\$ (1,576,850)</b>	<b>\$ (22,955,275)</b>
<b>Total All Funds Combined</b>			<b>\$ 62,540,742</b>	<b>\$ 124,329,772</b>	<b>50%</b>	<b>\$ 49,362,046</b>	<b>\$ 136,468,176</b>	<b>36%</b>	<b>\$ 13,065,769</b>	<b>\$ 129,783,883</b>

**Notes:**

<b>1</b>	Majority of property tax revenues received in early part of the year.
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# 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 <b>Family Wellness LLC</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>June 10th, 2026</b>	
Organization or Group Contact Person <b>Justin Hanson</b>	E-mail <b>justin.hanson@sanfordhealth.org</b>	Telephone Number <b>701-541-2539</b>	
Business Address <b>2960 Seter Parkway</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58104</b>
Mailing Address (if different)	City	State	ZIP Code

### SITE INFO

Site Name <b>The Lights</b>	County <b>Cass</b>
Site Physical Address <b>3150 Sheyenne St</b>	City <b>West Fargo</b>
	State <b>ND</b>
	ZIP Code <b>58078</b>

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.)  
**One time raffle - June 10, 2026**

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

Game Type	Description of Prize	Exact Retail Value of Prize
	<b>Please see attached document with all prize/basket information</b>	
Total (limit \$50,000 per year)		<b>\$ 2860</b>

### ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds  
**Non Profit Program Funding**

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: **\$230** (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 <b>Justin Hanson</b>	Telephone Number <b>701-541-2539</b>	E-mail Address <b>justin.hanson@sanfordhealth.org</b>
Signature of Organization Group's Permit Organizer 	Title <b>Director of Administration</b>	Date <b>5/13/2026</b>

**Family Wellness  
Food and Fitness FUN-Raiser {June 10th, 2026}  
Raffle Prize/Basket Information**

<b>Game Type</b>	<b>Description of Prize</b>	<b>Exact Retail Value of Prize</b>
Raffle	<b>Basket</b> - Sky Zone / Gathered FM/ Aim Theraov	\$280
Raffle	<b>Basket</b> - Yui Yoqa/Niche	\$200
Raffle	<b>Basket</b> - Elite Massage/ Healing	\$200
Raffle	<b>Basket</b> - Cass County Electric/ Brewhalla-Drekker	\$180
Raffle	<b>Basket</b> - Natural Grocers / Sandbox	\$230
Raffle	<b>Basket</b> - Grafstrom Construction	\$250
Raffle	<b>Basket</b> - Family Wellness	\$250
Raffle	<b>Basket</b> - Redhawks	\$250
Raffle	<b>Basket</b> - Beyond Boundaries	\$250
Raffle	<b>Basket</b> - Hearts of Hospitality	\$100
Raffle	<b>Basket</b> - Gunderson's	\$100
Raffle	<b>Basket</b> - Scheels	\$250
Raffle	<b>Basket</b> - Aquatic Swimming Lessons	\$120
Raffle	<b>Basket</b> - Cooking Items from Northern Canola	\$200

\$2,860



**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 <b>West Fargo Eats</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>Wednesday's July 3, 2026 - June 30, 2027</b>	
Organization or Group Contact Person <b>Chelsie Bormann</b>	E-mail <b>chelsie@lcc-wf.com</b>	Telephone Number <b>701-532-0394</b>	
Business Address <b>1402 16th St e</b>	City <b>West Fargo</b>	State <b>ND</b>	ZIP Code <b>58078</b>
Mailing Address (if different)	City	State	ZIP Code

**SITE INFO**

Site Name <b>Town Hall Bar</b>	County <b>Cass</b>
Site Physical Address <b>103 Main Ave W</b>	City <b>West Fargo</b>
	State <b>ND</b>
	ZIP Code <b>58078</b>

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.)  
**Meat raffle every Wednesday July 2026-June 2027**

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

Game Type	Description of Prize	Exact Retail Value of Prize
<b>Raffle</b>	<b>Meat (chicken, beef, pork)</b>	<b>\$200/week</b>
Total (limit \$50,000 per year)		\$

**ADDITIONAL REQUIRED INFORMATION**

Intended Uses of Gaming Proceeds  
**West Fargo Eats. is a local food pantry. The proceeds will help with the operations and supply for the pantry.**

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: **\$5,000** (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 <b>Chelsie Bormann</b>	Telephone Number <b>701-532-0394</b>	E-mail Address <b>chelsie@lcc-wf.com</b>
Signature of Organization Group's Permit Organizer 	Title <b>Director</b>	Date <b>05/22/2026</b>



**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  
*Arthur W Jones Post 7564 VFW of the US. 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  
*Arthur W. Jones Post 7564 VFW*

Street <i>444 Sheyenne St. Unit 101</i>	City <i>West Fargo</i>	ZIP Code <i>58078</i>	County <i>CASS</i>
Beginning Date(s) Authorized <i>7/1/26</i>	Ending Date(s) Authorized <i>6/30/27</i>	Number of Twenty-One tables, if zero, enter "0" <i>2</i>	

Specific location where games of chance will be conducted and played at the site (required)  
*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 checked="" 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 checked="" type="checkbox"/> Paddlewheel with Tickets |
| <input type="checkbox"/> Pull Tab Dispensing Device            | <input type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table                   |
| <input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device |  |  |

Days of week of gaming operations (if restricted) \_\_\_\_\_ Hours of gaming (if restricted) \_\_\_\_\_

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

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date

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

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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



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

Applying for (check one)

Local Permit       Restricted Event Permit\*

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

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

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

**ORGANIZATION INFO**

Name of Organization or Group <b>STOMP</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>06/22/26 ; 12/05/26</b>	
Organization or Group Contact Person <b>Katie Lauckner</b>	E-mail <b>STOMP_shs@outlook.com</b>	Telephone Number <b>701-527-2897</b>	
Business Address <b>PO Box 71</b>	City <b>Horace</b>	State <b>ND</b>	ZIP Code <b>58047</b>
Mailing Address (if different)	City	State	ZIP Code

**SITE INFO**

Site Name <b>Sheyenne High School</b>	County <b>Cass</b>
Site Physical Address <b>800 40th Ave E</b>	City <b>West Fargo</b>
	State <b>ND</b>
	ZIP Code <b>58078</b>

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.)

**Monday, 6/22/26 - Raffle Ticket Drawing**  
**Saturday, 12/05/26 - 50/50 Drawing**

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

Game Type	Description of Prize	Exact Retail Value of Prize
<b>Raffle Drawing</b>	<b>Gift Cards from local businesses</b>	<b>1500</b>
<b>50/50 Raffle</b>	<b>Ticket Drawing will receive 50% of funds received</b>	<b>500</b>
Total (limit \$50,000 per year)		\$

**ADDITIONAL REQUIRED INFORMATION**

Intended Uses of Gaming Proceeds  
**Uniforms, Equipment, Travel for Nationals**

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: **3300** (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 <b>Katie Lauckner</b>	Telephone Number <b>701-527-2897</b>	E-mail Address <b>kmlauckner@gmail.com</b>
Signature of Organization Group's Permit Organizer <i>Katie Lauckner</i>	Title <b>President</b>	Date <b>05/20/26</b>

**Information required to be preprinted on a standard raffle ticket:**

1. Name of organization;
2. Ticket number;
3. Price of the ticket, including any discounted price;
4. Prize, description of an optional prize selectable by a winning player, or option to convert a merchandise prize to a cash prize that is limited to the lesser of the value of the merchandise prize or fifteen thousand dollars. However, if there is insufficient space on a ticket to list each minor prize that has a retail price not exceeding twenty-five dollars, an organization may state the total number of minor prizes and their total retail price;
5. For an organization that has a permit, print the authorizing city or county and permit number;
6. A statement that a person is or is not required to be present at a drawing to win;
7. Date and time for each drawing and, if the winning player is to be announced later, date and time of that announcement. For a calendar raffle, if the drawings are on the same day of the week or month, print the day and time of the drawing;
8. Location and physical street address of the drawing;
9. If a merchandise prize requires a title transfer involving the Department of Transportation, a statement that a winning player is or is not liable for sales or use tax;
10. If a purchase of a ticket or winning prize is restricted to a person of a minimum age, a statement that a person must be at least "-" years of age to buy a ticket or win a prize;
11. A statement that a purchase of the ticket is not a charitable donation;
12. If a secondary prize is an unguaranteed cash or merchandise prize, a statement that the prize is not guaranteed to be won and odds of winning the prize based on numbers of chances; and
13. If a prize is live beef or dairy cattle, horse, bison, sheep, or pig, a statement that the winning player may convert the prize to a cash prize that is limited to the lesser of the market value of the animal or fifteen thousand dollars.

**PRIZE RESTRICTIONS:**

A single cash prize cannot exceed \$15,000

The retail value of a merchandise prize cannot exceed \$15,000.

The **total** of all cash prizes and retail value of all merchandise prizes for all games cannot exceed \$50,000 per year.

If the value of the planned cash and merchandise prizes exceed \$50,000, the organization or group must reduce the prizes to this limit or a nonprofit corporation may apply for a state gaming license with the Office of Attorney General.

**LOCAL PERMIT AND RESTRICTED EVENT PERMIT DIFFERENCES:**

	<u>Local Permit</u>	<u>Restricted Event Permit</u>
Number of events per year	Limited by prizes	One
Must file an information report	Yes, if political party	Yes
May pay employees compensation	Yes	No
Must use chips as wagers	No	Yes
Use of net income	Unrestricted	Restricted
Games allowed	Bingo Raffles Sports Pools	Bingo Raffles Sports Pools Poker Twenty-One Paddlewheels

Compared to a "Local Permit," an organization or group with a "Restricted Event Permit" may conduct three more game types, but is restricted to one event per year, must file a "Report on a Restricted Event Permit" with the city or county and Office of Attorney General, and disburse net income to eligible uses. These uses are described by North Dakota Century Code 53-06.1-11.1(2) and North Dakota Administrative Code 99-01.3-14-02. Refer to the backside of the "Report on a Restricted Event Permit" form for a general list of eligible uses.

For a Restricted Event Permit, one method to ensure that the total of all cash prizes and retail value of all merchandise prizes do not exceed \$50,000 is to charge each player a standard amount at the start of the event for a certain number or value of chips. If a player loses all of the player's chips, the player may re-buy chips. The player would play games and, at the end of the event, the organization would auction merchandise prizes to the players. The player who bid the highest number or value of chips for a prize would win that prize. For those players who have chips but did not successfully bid on a prize, the organization may redeem the chips for a predetermined cash value per chip. For this method, the value of the players' chips redeemed for cash is no a prize.

AGENDA ITEM DESCRIPTION  
CITY COMMISSION  
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Lisa Sankey, Planner
2. PHONE NUMBER: 701-515-5370      DATE: May 22, 2026
3. AGENDA TITLE: A26-6 Zoning Ordinance Amendment to Title IV regarding inert landfills (1<sup>st</sup> reading)  

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4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:  
Modifications to the City's P: Public Facilities District and zoning definitions regarding landfills The Planning & Zoning Commission recommended approval of the proposed ordinance amendment at their May 12, 2026 meeting.  

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5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable): N/A
6. ACTION BEING REQUESTED FROM CITY COMMISSION:  
Hold public hearing and approve first reading of the zoning ordinance amendment (Ordinance No. 1279)  

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STAFF REPORT

A26-6 ZONING ORDINANCE AMENDMENTS	
Zoning Ordinance Amendment to Title IV of the City Ordinances (Zoning Regulations)	
Applicant: City of West Fargo	Staff Contact: Lisa Sankey
Planning and Zoning Commission Introduction	04/15/2026 (Discussion Only)
Planning and Zoning Commission Public Hearing:	05/12/2026 - Approved
City Commission Public Hearing & 1 <sup>st</sup> Reading:	06/01/2026
City Commission 2 <sup>nd</sup> Reading:	

**PURPOSE:**

The purpose of the proposed amendment is to allow inert landfills as a conditionally permitted use in the P: Public Facilities District.

**DISCUSSION AND OBSERVATIONS:**

- The City of West Fargo’s Director of Public Works Services provided a presentation at the April Planning & Zoning meeting regarding the City’s future needs for a new inert landfill, the current ordinance limitations and explained why an amendment may be helpful. The current inert landfill will be at capacity by 2032 and permitting an inert landfill may take three to five years. The presentation materials are attached to this staff report for informational purposes.
- The City’s current zoning code prohibits all landfills within the corporate limits and restricts them to extraterritorial areas zoned M (Heavy Industrial).
- In addition, the code does not currently distinguish between an inert landfill (which accepts only non-putrescible materials such as concrete, cured asphalt, rock, bricks, uncontaminated soil, and yard trimmings) and a municipal solid waste landfill (which accepts household garbage, general trash, and other putrescible wastes).
- The proposed amendment would create a definition of an inert landfill and continue to prohibit municipal solid waste landfills within the City while allowing City-owned inert landfills within City limits as a conditional use in the P (Public Facilities) zoning district
- Specific text amendments are attached to this staff report.
- At the May 12, 2026 Planning and Zoning Commission meeting, Commissioners stated concern with potential impacts of placing an inert landfill in the decommissioned lagoon area, which has been identified as a potential commercial/industrial corridor within the Growth Area Master Plan.

**NOTICES:**

Sent to: Notice in the newspaper and to City Departments.

Comments Received:

- None to date.

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

- The proposed amendments do not make major substantive changes to the existing ordinances and are consistent with the Comprehensive Plan.

STAFF REPORT

**PLANNING & ZONING COMMISSION ACTION:**

At their May 12, 2026 meeting, the West Fargo Planning and Zoning Commission voted to recommend approval of the proposed Zoning Ordinance Amendment.

**RECOMMENDATION:**

It is recommended that the City approve the proposed amendments on the basis that they are consistent with City plans and ordinances

Attachments:

- Presentation Slides from Director of Public Works Services
- Ordinance No. 1279 regarding inert landfills.
- Cover memo from April 15, 2026 Planning & Zoning Commission discussion

# Landfill Ordinance Amendment

Logan Jacobson, Director of Public Works Services

# What is an Inert Landfill?

- What goes into an Inert Landfill?
  - Demolition Material
  - Tires
  - Street Debris
  - Concrete/Asphalt
  - Bulky Furniture
  - Branches/Wood
  - Bricks
- How does West Fargo use an Inert Landfill?
  - Branch collection stockpile
  - Clean up week disposal
  - Street Sweepings
  - Dirt and Clay from Main Breaks
  - Residential tire collection
  - Transfer Station
  - Regional Demolition/City Demo projects
  - PW disposes of 2000 tons/year

# Where can an Inert Landfill be located?

## Key Restrictions:

1. Airport Proximity
2. Floodplains
3. Wetlands
4. Groundwater Protection
5. Surface Water
6. Soil & Geology
7. Seismic & Geotechnical
8. Proximity to Populations
9. Endangered Species
10. Access & Infrastructure

## Case Study:

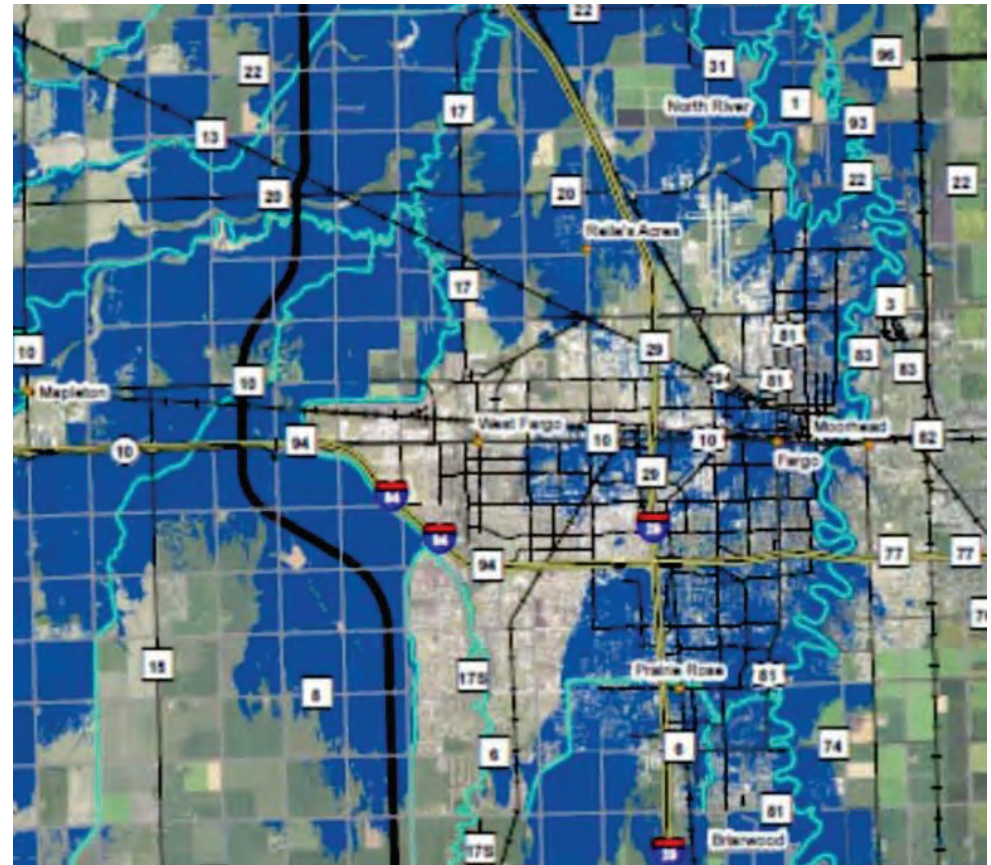
### Fargo Landfill-

1. Type of Waste
  1. Does not accept large amounts of putrescible waste that attracts birds
2. Wildlife Hazard Assessment
  1. Daily cover, Bird control programs, stormwater management
3. FAA Coordination
  1. FAA Form 7460-1 FAA can approve exceptions
  2. FAA recommendations are guidance
4. Local Zoning & State Approval



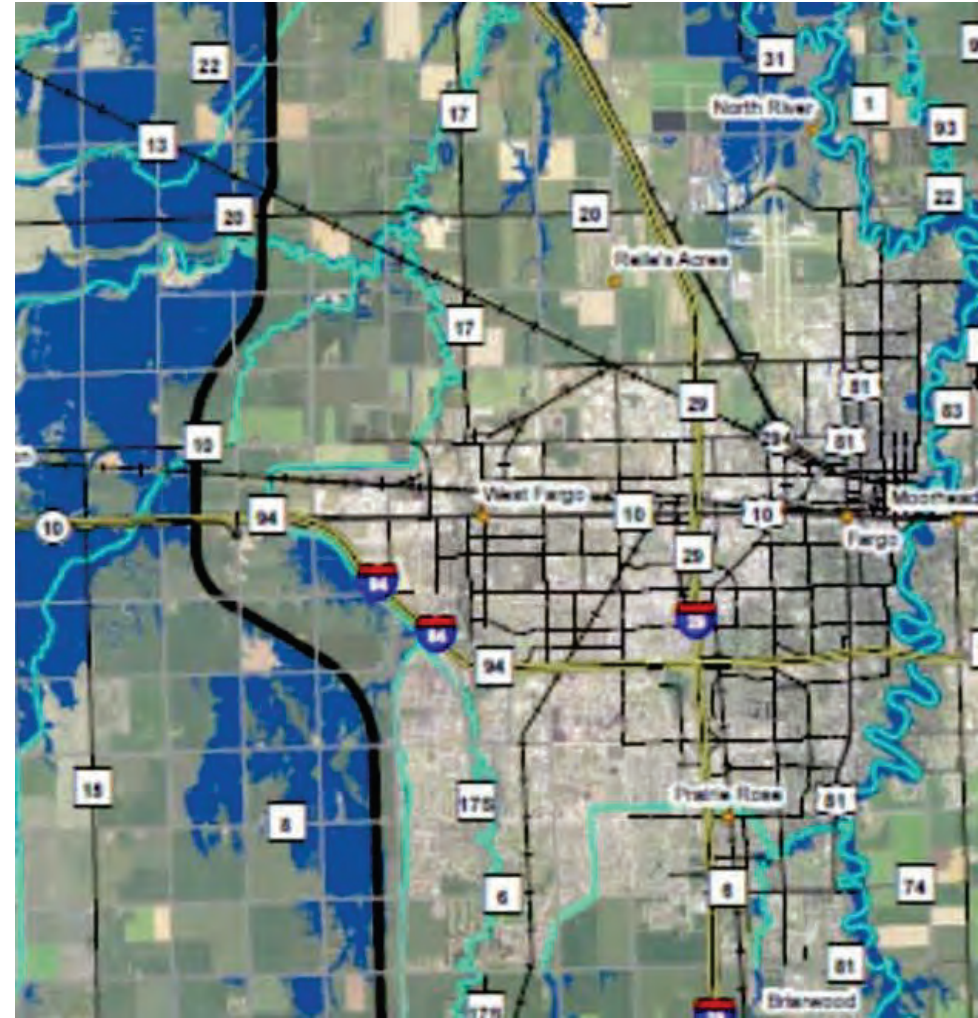
# 100 Year Flood Plain

- Before Red River Diversion
  - Current Status
- Surrounds West Fargo
- Includes all ET
- Landfills NOT allowed

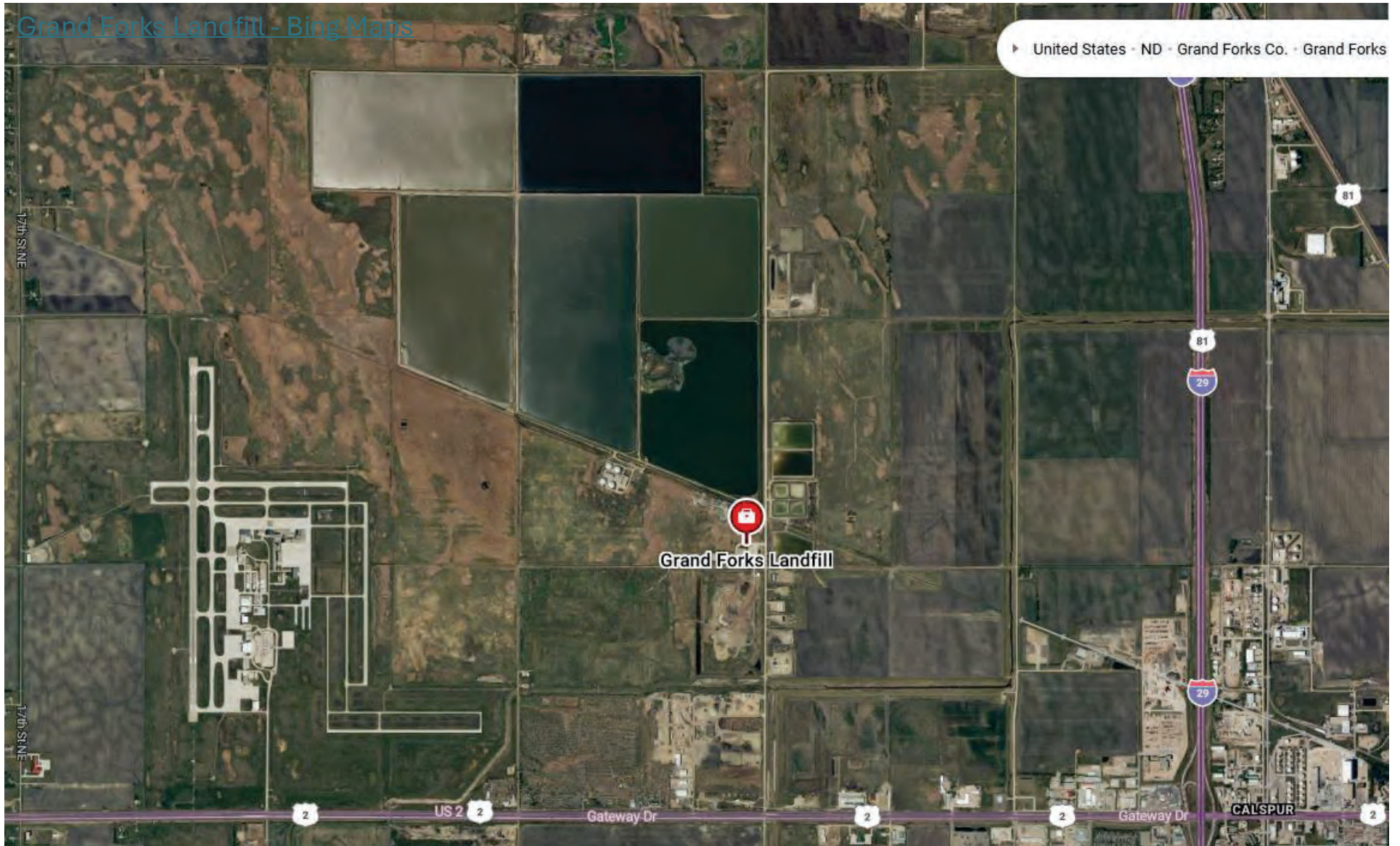


# 100 Year Flood Plain

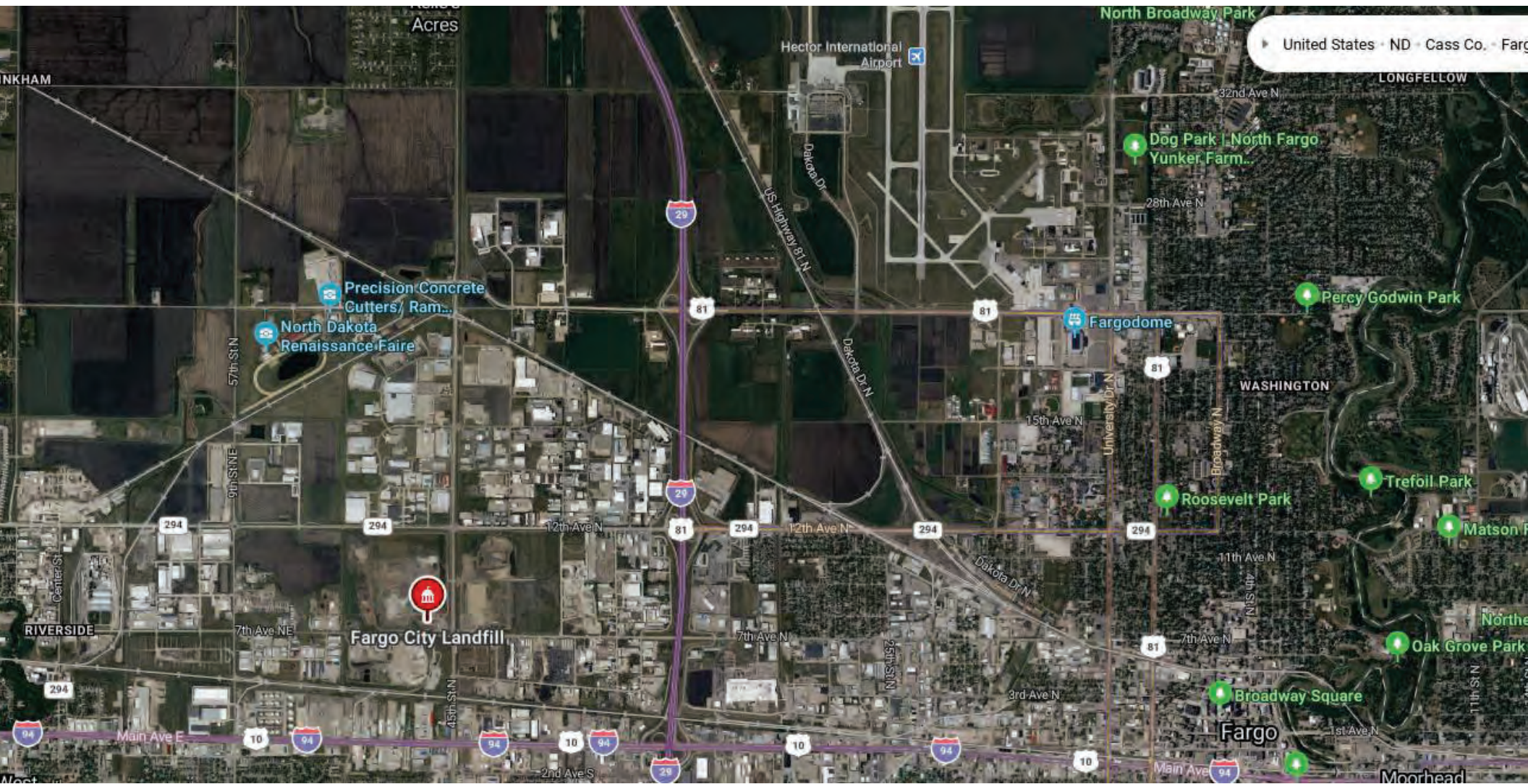
- After Red River Diversion
  - Future Status
- Landfills allowed
  - Inside Diversion
  - In most ET area



Grand Forks Landfill - Bing Maps



# Fargo landfill - Bing Maps



## How does this align?

- The proposed amendment seeks to modernize city ordinances to create a framework that balances flexibility with responsibility.
- Updating the ordinance will allow the City to pursue strategic opportunities—such as establishing a new inert landfill and transfer station in a decommissioned lagoon cell
- Hosting this amendment under a CUP preserves rigorous review processes and community health protections.
- Larger cities in ND do not prevent landfills within city limits, Fargo, Bismarck, Grand Forks while restrictive, are not banned.

# WHY Amend Ordinance Now?

- Timeline
  - Current Inert Landfill at capacity in 2032
  - Permitting an Inert Landfill takes 3-5 years
  - Regionally no other disposal locations available
- Growth Area Master Plan
  - Currently undergoing planning
  - Updating ordinances will enable proper zoning, permitting, and development of a new disposal site, ensuring compliance, efficiency, and continuity of public works services.

# Background

Why do we need a new inert landfill and when?



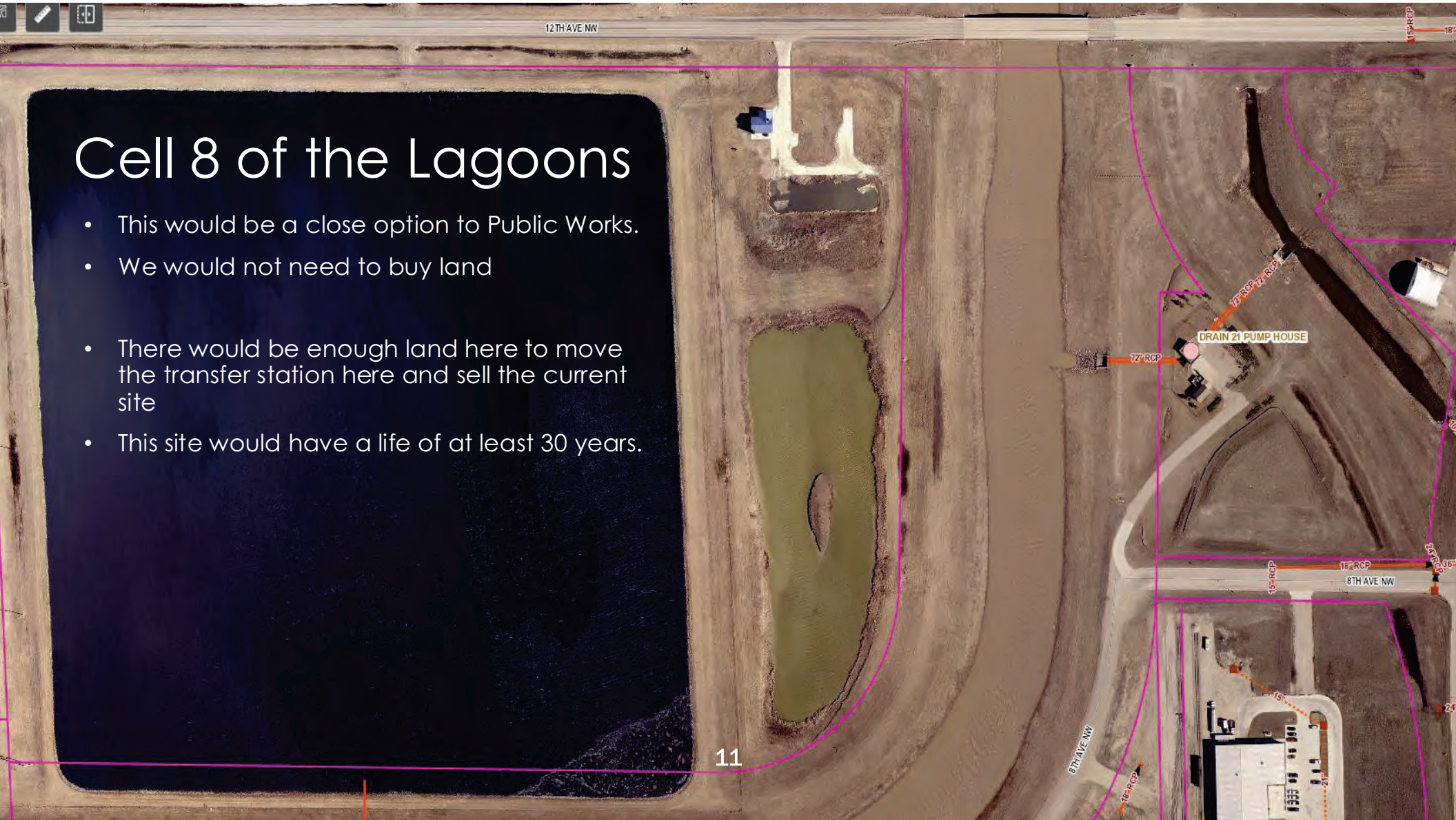
Current Inert Landfill

Cell 8

- Our Current Inert Landfill is located at 806 26 AVE W
- We currently have 5-7 years or space left at this location.
- We need to start looking at a new location since the permitting process with the state can take up to 5 years.
- We currently would not have enough space at our inert in the event of a natural disaster such as a tornado.
- Sending all our inert waste to Fargo in not an option.
- Possible revenue source.

# Cell 8 of the Lagoons

- This would be a close option to Public Works.
- We would not need to buy land
- There would be enough land here to move the transfer station here and sell the current site
- This site would have a life of at least 30 years.



# Summary

- Amending the ordinance allows the City to pursue strategic opportunities.
- Placing amendment under a CUP promotes operational resilience, long-term resiliency, and public works continuity without compromising transparency or public trust.

ORDINANCE NO. 1279

AN ORDINANCE TO AMEND AND REENACT CHAPTER 4-200 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO RELATING TO AMENDMENT OF THE DEFINITION OF “LANDFILL” AND THE CREATION OF THE DEFINITION OF “LANDFILL, INERT” AND TO AMEND SECTION 4-333 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO RELATING TO LANDFILLS/INERT LANDFILLS IN THE “P” DISTRICT OR PUBLIC FACILITIES DISTRICT.

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

SECTION 1. Chapter 4-200 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted by amending definitions of “Landfill” and “Landfill, Inert.” All other definitions remain unchanged.

LANDFILL: A site where solid waste, including garbage, junk, ~~building materials, demolition materials,~~ trash, rubbish, ~~or hazardous waste, and other discarded material,~~ is placed in the ground for disposal or for fill purposes. A landfill shall not include an inert landfill (as separately defined herein) and shall not include dumping of materials covered by a permit under Chapter 15-0311 of the Revised Ordinances of 1990 of the City of West Fargo.

LANDFILL, INERT: A site for disposal of non-putrescible solid waste that will not generally contaminate water or form a contaminated leachate. Such inert waste typically includes, but is not limited to, earth and earth-like products; construction and demolition material such as metal, wood, bricks, masonry, and cement concrete; asphalt concrete; cured asphalt; rock; yard trimmings; stumps; tree limbs; branches; leaves; and the like.

SECTION 2. Section 4-433 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

4-433. “P” DISTRICT OR PUBLIC FACILITIES DISTRICT.

4-433.1. STATEMENT OF INTENT. The P District is established to promote the development, maintenance, use and identification of land and structures owned by the City, West Fargo Park District or West Fargo School District.

4-433.2. PERMITTED USES.

1. City owned facilities, including city hall, libraries and other municipal buildings and open space (excluding landfills and inert landfills).
2. Park District owned facilities, including parks, open space, golf courses, and other publicly owned athletic or recreational facilities.

3. School District owned facilities, including schools, and athletic fields or stadiums.
4. Essential services.
5. Accessory uses and activities customarily incidental to and found with the permitted uses set forth above.

4-433.3. CONDITIONALLY PERMITTED USES.

1. Off Site Signs. In granting such a conditional use the City may impose height and other size requirements, as well as other requirements deemed necessary by the City to have such signs fit into the area in which they are proposed to be established.
2. City owned inert landfills.

4-433.4. YARD REQUIREMENTS. None, except if the property abuts another zoning district, buildings and other structures must be set back at a minimum the same distance as is required in the abutting district.

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

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

ATTEST:

\_\_\_\_\_  
 City Auditor

Date of First Reading:

Date of Second Reading:

Date of Publication:

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## MEMORANDUM

**TO:** Planning & Zoning Commission  
**FROM:** Aaron Nelson, Planning Director *AN*  
**MEETING DATE:** April 15, 2026  
**SUBJECT:** Discussion on Proposed Zoning Ordinance Amendment Regarding Inert Landfills

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The West Fargo Public Works Department is proposing a zoning ordinance amendment for the purpose of allowing inert landfills as a conditional use within the P (Public Facilities) zoning district. At the April 15 meeting, Director of Public Works Services, Logan Jacobson, will provide an overview of the City's inert landfill needs in relation to the proposed text amendment.

As in recent years, the proposed amendments are being presented for introduction and discussion in advance of any request for action. This is a discussion item only and no action is requested.

### Background

The City's current zoning code prohibits all landfills within the corporate limits and restricts them to extraterritorial areas zoned M (Heavy Industrial). In addition, the code does not currently distinguish between an inert landfill (which accepts only nonputrescible materials such as concrete, cured asphalt, rock, bricks, uncontaminated soil, and yard trimmings) and a municipal solid waste landfill (which accepts household garbage, general trash, and other putrescible wastes). The proposed amendment would create this important distinction—it would continue to prohibit municipal solid waste landfills within the City while allowing City-owned inert landfills within City limits as a conditional use in the P (Public Facilities) zoning district.

### Attachments:

- Presentation slides
- Draft proposed amendments

**Item Title:** Improvement District No. 2288 – 52<sup>nd</sup> Ave & 9<sup>th</sup> St W Intersection Improvements

**Requested Action/Staff Recommendation:** Project Update and Direct Staff Regarding Project Scope and Funding

**Presented By:** Jerry Wallace, City Engineer

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**Project Timeline and Background Information:**

February of 2021: A traffic study was completed that evaluated the 52nd Avenue corridor which identified the intersection of 52nd Avenue West and 9th Street West needing improvements within five years to maintain acceptable levels of service during peak traffic periods. The study ultimately recommended constructing a single-lane roundabout within the next 5 years.

At approximately the same time, the West Fargo Public Schools reached out to the city requesting safety improvements for students crossing 52nd Avenue from the residential development located south of the intersection.

May of 2022: A pedestrian crossing study was conducted and documented more than 200 pedestrian crossings at this location, further reinforcing the need for safety improvements.

November 20, 2023, Commission Meeting: City staff had advanced a proposed roundabout project under Improvement District No. 2276. At that City Commission meeting, the Commission elected not to proceed with the project as presented due to opposition from affected property owners primarily over special assessment concerns and the City Commission directed staff to pursue additional funding opportunities. As an interim measure, the Commission also directed staff to install an unwarranted 4-way stop that Public Works installed at the intersection.

December 18, 2023, Commission Meeting: At the direction of the Commission, staff applied for and ultimately was successful in securing approximately \$2,000,000 in North Dakota Department of Transportation Highway Safety Improvement Program (HSIP) grant funding to assist with construction costs.

February 3, 2025, Commission Meeting: After securing the HSIP grant, the Commission approved a Task Order with a consultant to begin the planning process.

April 30, 2026 – Public Meeting: As a requirement of the grant funding received, a public meeting was held at Legacy Elementary to receive feedback from the public regarding the project. This was not an official City Commission meeting.

As presented at this public meeting, the proposed roundabout would provide several significant safety benefits for children and pedestrians near the school crossing area along 52nd Avenue West. Unlike a traditional intersection, where pedestrians must simultaneously evaluate traffic from multiple directions and turning movements, the roundabout design simplifies pedestrian crossings by allowing children to cross in one direction of traffic at a time, with the assistance of refuge areas within the splitter islands. This staged crossing design shortens pedestrian crossing distances and assists school-age children by reducing the complexity of crossing decisions.

The roundabout would also substantially reduce pedestrian-vehicle conflict points and greatly reduce the types of high-severity angle crashes commonly associated with traditional intersections. By design, the geometry of the roundabout physically reinforces lower and more predictable vehicle speeds throughout the intersection, improving driver reaction time and reducing the severity of potential crashes involving pedestrians. Lower-speed operating conditions are particularly important in areas with high concentrations of children, where safe and predictable interactions between drivers and pedestrians are critical safety considerations.

Included in this packet are comments received from the public both at the April 30<sup>th</sup> public meeting as well as correspondence sent to commissioners. An overall summary of these comments received are that people are not in favor of the project being specially assessed, the current unwarranted 4-way stop is safe, and roundabouts are not safer than the 4-way stop.

**Existing Conditions:**

The existing 4-way stop intersection was filmed in May of 2026. The video was analyzed and over the course of 3 days and 36 hours of observation, it was documented that approximately 70% of vehicles traveling through the intersection failed to stop and were in essence using the intersection as a roundabout.

**Project Funding:**

The total estimated cost of the project at the time the funding application was submitted was \$3,302,000. The Highway Safety Improvement Program (HSIP) grant will fund 90% of eligible construction costs, up to a maximum of \$2,034,000.

The current total project cost of this project is estimated to be \$3,547,750 factoring in 15% contingencies, soft costs and inflation. After application of HSIP grant funds, the remaining local share of the project costs is estimated to be \$1,513,750. This can be paid utilizing Capital Improvement Sales Tax or possibly special assessments.

With the project anticipated to be bid in the fall of 2027 or early 2028, the Engineer's Report that the City Commission directed staff to complete on the April 20, 2026 commission meeting will be presented closer to the bidding date to be as accurate as possible under future financial circumstances.

**Project Scope Moving Forward:**

Staff is looking for direction from the Commission regarding moving forward with this project. The following are options to consider:

1. Move forward with the design of the project as it currently has been presented as a single lane roundabout.
  - a. Are there any other features the Commission would like staff to consider?
2. If we are directed to move forward, is the intent to utilize special assessments as a funding mechanism?
  - a. Using special assessments vs not using them creates different procedural paths moving forward.
3. Do nothing option. This option would be directing staff to stop all work on the project.
  - a. If the Commission decides not to move forward with the project, it is beneficial to make this decision soon. One reason being not to incur any further costs on the project and the other being if we are not moving forward, we should return the \$2,034,000 grant back to the HSIP

program quickly as they will need to reallocate it to a different project which will in turn need time to go through the environmental and preliminary engineering process.

**Supporting Documents:**

- Public comments received including those from the public meeting as well as messages to Commissioners

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**Previously Presented Information & Commission Actions:**

**April 20, 2026 –**

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

**February 3, 2025 –**

- **Staff Recommendation:** Create Improvement District No. 2288 and Approve Task Order No. 92
- **Commission Action:** Commissioner Olson moved, and Commissioner Zundel seconded to approve. No opposition, motion carried.

**December 18, 2023 –**

- **Staff Recommendation:** Approve Highway Safety Improvement Program (HSIP) Application
- **Commission Action:** Commissioner Olson moved, and Commissioner Anderson seconded to approve. No opposition, motion carried.

**Improvement Dist. No. 2276 Previously Presented Information:**

**November 20, 2023:**

- **Staff Recommendation:** Conduct the Resolution of Necessity Public Hearing; Approve Resolution of Insufficient Protests and Task Order for "Basic Services"; and Direct Engineer to prepare Plans and Specifications
- **Commission Action:**
  - Commissioner Simmons made a motion to place a 4-way stop immediately at this intersection and Commissioner Anderson seconded to approve. No opposition, motion carried.
  - Commissioner Simmons made a motion to dissolve Improvement District No. 2276 and Commissioner George seconded to approve. No opposition, motion carried.

**October 16, 2023:**

- **Staff Recommendation:** Authorize Engineer to prepare a Task Order for "Basic Services"
- **Commission Action:** Commissioner Olson moved, and Commissioner Anderson seconded to approve. Commissioner Simmons was absent and not voting. No opposition, motion carried.

**October 2, 2023:**

- **Staff Recommendation:** Authorize Resolution of Necessity
- **Commission Action:** Commissioner Olson moved, and Commissioner Simmons seconded to approve. Commissioners George and Anderson opposed; motion carried on a 3:2 vote.

**September 18, 2023:**

- **Staff Recommendation:** Create Improvement District No. 2276 and Approve Engineer's Report.
- **Commission Action:** Commissioner Simmons moved, and Commissioner Olson seconded. Commissioner George and Anderson opposed. Motion carried on a 3:2 vote

**West Fargo City Commission**

Bernie Dardis, Commission President

Brad Olson, Commission Vice President

Roben Anderson, Rory Jorgensen, Amy Zundel, Commissioners

Dustin Scott, City Administrator

Name	Address	Comments:
May Wu	5277 10th St W	We should not have a roundabout there due to the children's safety crossing the streets. As a parent, I want to make a stop there and wait for the kids to pass the street safely, instead of keep driving through. Especially in the morning, the sun is so bright and drivers can barely see easily. It is just not safe to have a roundabout there at all.
Ranjit Godavarthy	745 Albert D W	Roundabouts are a proven safety treatment which has shown total and severe injury crash reduction by 80% or more. As 9th St W and 52nd Ave W is getting busy day by day, this is going to be concerning and it is about time you might witness a crash at the 4-way stop. A roundabout is needed to keep kids safe.
James Steven Derringer	910 Ashley Dr W	Most of the presentation was focused on traffic flow and vehicle v. vehicle crashes, not children's safety when crossing. This is putting the responsibility on the children not the driver. This should be desolved. The 4-way stop has made an amazing development and worked greatly.
Whitney Streifel	5248 8th Ct W	This area is not a typical intersection. It is heavily used by youn pedestrians, many of whom cross independently before and after school. Children, especially younger ones, have more difficulty judging speed, distance, and driver intent. A Roundabout introduces continuous traffic flow and multiple crossing points, which can make it more challenging fo children to safely manage compared to a traditional controlled intersection. Additionally, during peak school hours, traffic volume significantly increases, creating a complex and potentially overwhelming environment for both drivers and pedestrians. Without clear stopping points, drivers may be less likely to yield consistently, increasing the risk to children crossing the roadway. The safety of our children should be top priority in any traffic planning decision. This proposed design does not adequately account for the unique risks associated witha high-volume school crossing area. We strongly urge decision makers to reconsider this proposal and explore safer alternatives, such as signalized crossings, crossing guards or other traffic control measures that provide clear, predicable stopping patterns and enhanced pedestriang protection.
Stacy Wang	950 Albert Dr W	Safety is and will always be the most important aspect to any project. You will not convince a parent that a full stop is not safer than a roundabout where traffic does not stop. I have witnessed drivers daily that race into and out of roundabouts to beat other vehicles. Roundabouts have been touted as improving traffic flow howver I sit longer in the roundabout at 52nd Ave/Sheyenne roundabout than I do at the 4-way stop.
Jason Lange	1206 Jill Dr W	I have concerns regarding child safety when crossing the intersection with respect to a traffic circle vs. the current 4-way stop. With zero accidents at the current 4-way stop and concerns over the potential for confusion over crossing and continuous traffic flow creating a hazard to pedestrians, particularly children age 12 and under. Understanding the complexity of the issue with respect to future funding and warrants for the 4-way stop, but taking into consideration pedestrian safety, I do not support this project at this time. There are a lot of questions that do not have data as well as conflicting and contentious information being put out with regard to future traffic projection in the area as it pertains to 52nd and the potential for westward expansion. The overwhelming sentiment at the meeting was that a traffic circle presented an unknown, but perceived safety risk to the children attending Legacy Elementary school of transiting to Dakota Park. While there was discussion about traffic flow, primarily from the city engineer's office, addressing concerns about vehicle traffic flow when high volumes of pedestrian traffic is present in the crosswalks was minimally addressed with prompting. Additionally, the circle as presented was revealed to contain safety features are on-concured by the DOT, according to discussion late in the meeting after a large number of personnel left; particular items are: single crossing on the west side which has much lower traffic, flashing warnings for pedestrians crossing, and slip lanes to ease traffic flow. This presents a greater safety concern as if we support the safest version of the traffic circle, there is no guarantee we will receive any of those additional safety features. I would prefer to have a much better idea of what the final project scope would be before even considering supporting it. It is my sincere recommendation to postpone any movement on this project until more details can be provided on the final scope.
Sam Miranda	5762 Deb Dr W	This roundabout is a terrible idea. I sat here on 4/30 and listen to engineers argue against our concerns for safety. They talked about "data" - and how data supports this roundabout - what about stakeholder data? We don't want this! Zero accidents since the 4-way stop - I don't want to hear about how if it's a 4-way stop they won't get funding. My kids' lives are not less important than your funding. Listen to the people.
Steven Potter	5750 Deb Dr W	I do not approve of this roundabout project for multiple reasons. The most important by far is children's safety. I have read a few pedestrian safety studies involving roundabouts , and could find none that discussed childrens safety. The University of Tenn. Eng. Dept. and University of NC Eng. Dep. both have studies I came across that directly said there was not enough pedestrian safety data. Right now the intersection has 0 accidents. According to the WFPD, every roundabout they looked at had accidents in them. No roundabout! It's crazy we have to have this fight again in only 2 years!
Chris Johnson	5770 Deb Dr W	I do not want this project for the roundabout. The information provided by the city was all about the relationship between warrented and unwarranted vs money. The city will or will not receive grant money - no matter what the community said about safety, it was not heard.?? part of the community, does not believe the roundabout is safer than the 4-way stops we have. In addition, we would like to see more signage, IE paint on the road identifying crosswalks. I do not want the roundabout!!
Karen Johnson	5770 Deb Dr W	I (we) do not want this roundabout! I am a teacher in WF District and a parent for legacy. Children are not paying attention at cars moving at them. At a 4-way stop cars stop. At a roundabout they are moving. The mayor talked aout people rolling through 4-way. In a roundabout they don't stop ever. You keep worrying about car to car. What about car to child. The wilds do not want this. Wait and get more studies that are current.

Kendra Evans

5702 Deb Dr W

I, Kendra Evans, of 5702 Deb Dr W West Fargo, ND 58078 hereby submit this formal statement in opposition to the proposed roundabout until the following sections have been fully addressed, verified, and publicly posted on the City's official website for review.

1. REQUESTS (WRITTEN RESPONSE REQUIRED)

- Posting of the official Agenda for the April 30 meeting on the City website.
- Written identification of project scope, funding structure, and responsible beneficiaries, and exactly how the proposed homeowner's portion of "\$990,600 and Interest" will be distributed to each of the ~1,027 addresses (assumed in this project).
- Full transparency on prioritization (school, pedestrian, current traffic, future traffic for church & westward expansion) and corresponding cost allocation to each.
- Clarification of why Improvement District 2288 is not consistently listed across official City resources.

2. EXISTING CONDITIONS

- A prior roundabout was not implemented following homeowner opposition.
- The intersection currently operates as a four-way stop with flashing red LED control installed by the City and is in place and functioning.
- No single City source publicly provides:
  - Required threshold for replacement of the existing control.
  - Direct comparison of current vs. proposed performance.

3. INFORMATION GAP

- The project is identified as Improvement District 2288.
- Nor listed on the City "Current Projects" page as of 04/26/2026. Yet is referenced separately under project page 1355.
- Result: Public information is fragmented across multiple sources, requiring residents to locate and reconcile information independently.

Reference:

- <https://westfargond.gov/1443/Current-Projects>
- <https://westfargond.gov/1355/9th-Street-W-and-52nd-Ave-W-Roundabout-P>

4. TRANSPARENCY REQUEST

- Maintain and publish a running total of homeowner responses (support and opposition) on the City website, without disclosure of names, addresses, or personally identifiable information.
- This submission is made for formal record and requires written response. No meetings or phone calls.

Marlin R Lien

5446 Lori Ln W

Good Evening,

**Everyone seeks the same outcome:**

1. Children first
2. Pedestrian second
3. Traffic flow last

Safety should come first. Not construction. Even though construction is not scheduled until 2028, decisions are being made now - which is why we are asking for postponement until the next Mayor and Commission are seated. With that, approximately 1,130 properties near this intersection, roughly 2,260 voters, are aligned with a simple priority:

- >We are seeking three city commissioners to vote to postpone this roundabout until the next Mayor and Commission are seated.
- >Commissioner Anderson stated, "My stance on this project hasn't changed though, I'm not in favor of the roundabout... I do consider resident/stakeholder feedback when items come up."
- >Given this, what is required to secure two additional votes to postpone this proposal?

**This is not a typical intersection:**

- >As documented, "this area is heavily used by young pedestrians, many of whom cross independently before and after school"
- >Children do not judge speed, distance, or driver intent like adults

**Current observed conditions:**

- >The City has installed a four-way stop - it is functioning and reduces the speed to zero for safety.
- >We currently have severely faded crosswalks and a vehicle stop-line that is nearly impossible to see, especially for drivers unfamiliar with this unique intersection.
- >We are also missing a required eastbound 15 MPH school zone sign.

At the same time, homeowners are being informed that **\$990,900 plus interest** will be distributed across homeowner properties near this intersection. These properties represent about 11% of the city's parcels - yet carry 100% of the homeowner-assessed portion.

**Public project schedule and funding:**

- >Engineer's report - Estimated June 2026
- >Environmental Document - Fall 2026
- >Design - Fall 2026 to Spring 2027
- >Construction - 2028
- >Total Project Cost - \$3.5 million
- >HSIP Funding (2028) - \$2 million
- >Remaining funding - Local (to be determined by the City Commission)

**The ask:**

A recorded, publicly posted City Commission meeting - focused strictly on safety - to evaluate all options, including:

1. School crossing guards.
2. School busing options
3. Rapid flashing beacon crosswalk systems already used in this neighborhood.
4. Raised crosswalks
5. Relocating radar-speed-signs closer to the intersection
6. Pavement markings, such as "SCHOOL" or "SCHOOL ZONE"
7. Correcting the faded crosswalk and vehicle stop-line visibility, and
8. All other safety options.

**In closing:**

1. Children first
2. Pedestrian second
3. Traffic flow last

**Given all of this:**

What is needed to secure two additional votes to postpone this proposal?

Thank you.

Alanna Zeller

5272 8th Ct W

To the Special Assessment Commission:

I am writing to formally submit my opposition to the special assessment associated with Improvement District No. 2288 for installing a roundabout at the intersection of 53rd Ave & 9th St W.

As a property owner within the district, I have concerns regarding both the necessity of the proposed improvement and its potential impact on safety, particularly for children traveling to and from the nearby school.

First, I question whether the construction of a roundabout at this location is necessary given the current traffic control measures. The existing four-way stop appears to be functioning effectively in managing traffic flow and supporting safe pedestrian crossing. Based on my observations, there has not been a demonstrated need that justifies the cost of this proposed change.

Second, I have significant concerns regarding pedestrian safety. While roundabouts can improve traffic flow, they may introduce confusion for both drivers and pedestrians who are unfamiliar with how to navigate them. I am not convinced that replacing a clearly understood four-way stop with a roundabout will enhance safety; in fact, it may increase risk during the transition period and beyond.

Finally, I believe the financial burden associated with this assessment is not justified given the concerns outlined above. The cost does not appear proportional to the benefit, particularly if the existing intersection is already operating safely and effectively.

For these reasons, I respectfully request that the Commission reconsider the necessity of this improvement and the associated assessment. I also ask that this objection be entered into the official record for Improvement District No. 2288.

Alexa Derosier

5493 Lori Ln W

I have concerns about the proposed roundabout at 52nd & 9th. This area is not a typical intersection. It is primarily used by elementary aged pedestrians, many of whom cross independently before and after school. A roundabout introduces continuous traffic flow and multiple crossing points, which can make it more challenging for young children to safely navigate compared to a traditional controlled intersection. We all know how drivers speed through roundabouts without stopping and without proper attention to pedestrians. I think this intersection needs to be a forced stop (whether the current 4 way stop or a traffic light) to allow for safety of the elementary students crossing here. Thank you.

Amanda Firkins

1107 55th Ave W

Good Evening,

**Everyone seeks the same outcome:**

1. Children first
2. Pedestrian second
3. Traffic flow last

Safety should come first. Not construction. Even though construction is not scheduled until 2028, decisions are being made now - which is why we are asking for postponement until the next Mayor and Commission are seated. With that, approximately 1,130 properties near this intersection, roughly 2,260 voters, are aligned with a simple priority:

>We are seeking three city commissioners to vote to postpone this roundabout until the next Mayor and Commission are seated.

>Commissioner Anderson stated, "My stance on this project hasn't changed though, I'm not in favor of the roundabout... I do consider resident/stakeholder feedback when items come up."

>Given this, what is required to secure two additional votes to postpone this proposal?

**This is not a typical intersection:**

>As documented, "this area is heavily used by young pedestrians, many of whom cross independently before and after school"

>Children do not judge speed, distance, or driver intent like adults

**Current observed conditions:**

>The City has installed a four-way stop - it is functioning and reduces the speed to zero for safety.

>We currently have severely faded crosswalks and a vehicle stop-line that is nearly impossible to see, especially for drivers unfamiliar with this unique intersection.

>We are also missing a required eastbound 15 MPH school zone sign.

At the same time, homeowners are being informed that **\$990,900 plus interest** will be distributed across homeowner properties near this intersection. These properties represent about 11% of the city's parcels - yet carry 100% of the homeowner-assessed portion.

**Public project schedule and funding:**

>Engineer's report - Estimated June 2026

>Environmental Document - Fall 2026

>Design - Fall 2026 to Spring 2027

>Construction - 2028

>Total Project Cost - \$3.5 million

>HSIP Funding (2028) - \$2 million

>Remaining funding - Local (to be determined by the City Commission)

**The ask:**

A recorded, publicly posted City Commission meeting - focused strictly on safety - to evaluate all options, including:

1. School crossing guards.
2. School busing options
3. Rapid flashing beacon crosswalk systems already used in this neighborhood.
4. Raised crosswalks
5. Relocating radar-speed-signs closer to the intersection
6. Pavement markings, such as "SCHOOL" or "SCHOOL ZONE"
7. Correcting the faded crosswalk and vehicle stop-line visibility, and
8. All other safety options.

**In closing:**

1. Children first
2. Pedestrian second
3. Traffic flow last

**Given all of this:**

What is needed to secure two additional votes to ~~postpone~~ this proposal?

Thank you.

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<p>Brittany Knutson</p> <p>1042 Ashley Dr W</p>		<p>I, Brittany (Brendmoen) Knutson, of 1042 Ashley Dr W, hereby submit this formal statement in opposition to the proposed roundabout until the following sections have been fully addressed, verified, and publicly posted on the City's official website for review.</p> <p><b>1. REQUESTS (WRITTEN RESPONSE REQUIRED)</b></p> <ul style="list-style-type: none"> <li>• Posting of the official Agenda for the April 30 meeting on the City website.</li> <li>• Written identification of project scope, funding structure, and responsible beneficiaries, and exactly how the proposed homeowner's portion of "\$990,600 and Interest" will be distributed to each of the ~1,027 addresses (assumed in this project).</li> <li>• Full transparency on prioritization (school, pedestrian, current traffic, future traffic for church &amp; westward expansion) and corresponding cost allocation to each.</li> <li>• Clarification of why Improvement District 2288 is not consistently listed across official City resources.</li> </ul> <p><b>2. EXISTING CONDITIONS</b></p> <ul style="list-style-type: none"> <li>• A prior roundabout was not implemented following homeowner opposition.</li> <li>• The intersection currently operates as a four-way stop with flashing red LED control installed by the City and is in place and functioning.</li> <li>• No single City source publicly provides:             <ul style="list-style-type: none"> <li>o Required threshold for replacement of the existing control.</li> <li>o Direct comparison of current vs. proposed performance.</li> </ul> </li> </ul> <p><b>3. INFORMATION GAP</b></p> <ul style="list-style-type: none"> <li>• The project is identified as Improvement District 2288.</li> <li>• Not listed on the City "Current Projects" page as of 04/26/2026.</li> <li>• Yet is referenced separately under project page 1355.</li> </ul> <p>Result: Public information is fragmented across multiple sources, requiring residents to locate and reconcile information independently.</p> <p>Reference:</p> <ul style="list-style-type: none"> <li>• <a href="https://westfargond.gov/1443/Current-Projects">https://westfargond.gov/1443/Current-Projects</a></li> <li>• <a href="https://westfargond.gov/1355/9th-Street-W-and-52nd-Ave-W-Roundabout-P">https://westfargond.gov/1355/9th-Street-W-and-52nd-Ave-W-Roundabout-P</a></li> </ul> <p><b>4. TRANSPARENCY REQUEST</b></p> <ul style="list-style-type: none"> <li>• Maintain and publish a running total of homeowner responses (support and opposition) on the City website, without disclosure of names, addresses, or personally identifiable information.</li> </ul> <p>This submission is made for formal record and requires written response. No meetings or phone calls.</p>
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<p>Cheryl Severson</p> <p>456 10th St W</p>		<p>I am contacting you to express my objections to the proposed roundabout at 9th Street West and 52nd Avenue West, adjacent to Legacy Elementary. Improvement District No. 2288.</p> <p>I want to begin by acknowledging that roundabouts are widely recognized by the Federal Highway Administration as an effective tool for reducing severe vehicle crashes. However, best practice in transportation planning is to evaluate context-specific risk, particularly where vulnerable users—like children—are involved.</p> <p><b>1. Existing Conditions Show High Pedestrian Exposure</b></p> <p>According to the City's own traffic study:</p> <ul style="list-style-type: none"> <li>• Nearly 100 pedestrians cross this intersection during the peak afternoon hour</li> <li>• The intersection directly serves an elementary school, concentrating young, inexperienced pedestrians</li> </ul> <p>This is not a typical arterial intersection—it is a high-density child crossing environment, which requires the highest level of control and predictability.</p> <p><b>2. Vehicle Speeds Are Already in a Risk Range</b></p> <p>Data from the same study shows:</p> <ul style="list-style-type: none"> <li>• Average vehicle speeds of 33 to 45 mph through the intersection</li> </ul> <p>This is significant because:</p> <ul style="list-style-type: none"> <li>• Pedestrian fatality risk increases sharply above ~30 mph</li> <li>• Even with a roundabout, approach speeds and exit acceleration remain concerns—</li> </ul> <p><b>3. Documented Crash Activity Along the Corridor</b></p> <p>While intersection-specific crash totals are not publicly summarized in one dataset, recent incident reports along 52nd Ave S show a consistent pattern of injury crashes, including:</p> <ul style="list-style-type: none"> <li>• Multiple injury crashes reported in 2025 alone along the 52nd Ave corridor</li> </ul> <p>This indicates:</p> <ul style="list-style-type: none"> <li>• The corridor already experiences conflict and crash activity under current conditions</li> <li>• Introducing a design that relies on yield behavior instead of full stops may not address the underlying risk factors</li> </ul>
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#### 4. Peak Congestion + School Traffic = Compounded Risk

This intersection experiences:

- School drop-off and pick-up surges
- Turning movements, buses, and distracted drivers
- High pedestrian volumes concentrated in short time windows

Roundabouts are designed for continuous flow, but school zones require:

- Intermittent full control of traffic
- Clear, enforceable right-of-way for pedestrians

#### 5. Safety Trade-Off: Vehicle Severity vs. Pedestrian Conflict

It is accurate that roundabouts:

- Reduce severe vehicle-to-vehicle crashes

However, the trade-off is:

- Increased reliance on driver yielding compliance
- More complex pedestrian decision-making

For adults, this may be manageable. For children, it introduces measurable risk.

#### 6. Operational Constraints Limit Safer Alternatives—but That Matters

The City has noted that:

- The intersection does not meet warrants for a traffic signal
- Installing one could risk significant state funding

That constraint is real—but it does not eliminate the need to:

- Match the design to actual user risk, not just funding eligibility

Currently:

##### 1. There is a Lack of transparent intersection crash totals

“The NDDOT does collect detailed crash data, but intersection-level summaries for this location are not publicly published. Obtaining a complete crash history requires purchasing individual reports or requesting internal datasets.”

##### 2. What the City has disclosed (and hasn't)

- The City cites speed (33–45 mph) and ~100 pedestrians/hour
- But does not publish a 3–5 year crash total for the intersection Despite presenting speed and pedestrian volume data, the project materials do not include a published multi-year crash history for the intersection.

##### 3. Why that matters (policy-level argument)

Transportation best practice (FHWA, AASHTO) typically requires:

- Crash frequency
- Crash severity
- Crash type (angle, turning, pedestrian-involved) to justify design decisions.

Without a clearly presented multi-year crash analysis—especially pedestrian-related crashes—it is difficult to evaluate whether the proposed design addresses the actual safety risks at this location.

In Conclusion

The data shows this intersection has:

- High pedestrian volume (~100 per hour at peak)
- Vehicle speeds in a dangerous range (33–45 mph)
- Documented crash activity along the corridor

Those factors, combined with the presence of elementary-age children, create a high-risk environment where predictability and full traffic control are critical.

Roundabouts may reduce certain types of crashes, but they also:

- Depend on yielding behavior
- Introduce continuous traffic flow
- Increase complexity for the most vulnerable users

For this specific location, the evidence supports prioritizing designs that create clear stopping conditions and protected pedestrian crossings, even within existing regulatory constraints.

Finally, for adjacent neighborhoods, the primary financial impact of the proposed roundabout is not a change in our tax rates, but the imposition of special assessments—which, as you know are uncapped, project-specific charges added directly to property tax bills. Based on similar projects in the region, these costs can reach tens of thousands of dollars per household over time.

- “This shifts cost burden onto a small group of homeowners”
- “Special assessments are not capped like general taxes”
- “Residents near the intersection bear disproportionate financial impact”

While the city has not published a final assessment schedule for this specific roundabout, similar infrastructure projects in the Fargo–West Fargo area commonly result in:

- \$10,000 – \$40,000+ per residential property (spread over years)
- Monthly impact often:

- o ~\$50–\$200/month depending on financing terms

West Fargo carries tens of millions of dollars in municipal debt, much of it tied to special assessment bonds used to finance infrastructure. While not all of this debt is repaid through general taxation, it still represents a significant financial obligation that is often shifted directly onto adjacent property owners.

Marlin R Lien

Dear Office of the Mayor (Hon. Bernie Dardis); Office of the President, Board of City Commissioners (Hon. Bernie Dardis); Office of the Principal, Legacy Elementary School (Hon. Meghan Nelson); and Office of the Superintendent, West Fargo Public School District (Hon. Beth Slette):

I respectfully bring to your Office(s) an urgent matter involving elementary children’s safety at 52nd Ave & 9th St W, where the ‘duty’ to protect elementary school children requires careful consideration and responsible oversight to ensure these concerns are fully evaluated and addressed.

Based on presented information, referenced project documentation, and on-the-ground review, this proposed roundabout is being advanced as part of a broader regional corridor framework and is likely to proceed independent of adjacent homeowner approval.

This intersection is being positioned to accommodate increased traffic speeds, future commercial semi-truck volumes, and function as an east-west arterial connection serving multiple cities, with projected West 1-94 Bypass traffic estimated at approximately 4,000 to 7,000 vehicles, a portion of which is expected to route through this corridor.

This is part of a phase rollout for Fargo/Moorhead involving the METROCOG, North Dakota DOT, Minnesota Department of Transportation, Cass County, Clay County, Cities of Moorhead, Fargo, and West Fargo, and NDSU Upper Great Plains Transportation Institute, all of which began on September 15, 2021 at the Project Kickoff. Activity westward toward our development is advancing, with newly constructed bridges completed and an unfinished yet navigable West 1-94 Bypass that can be driven today via a combination of two-lane pavement and graded gravel, with limited exceptions. These observations, together with documented projections, indicate that the overall corridor project is steadily advancing and that our area is being developed to connect into it, as further evidenced by the seven (7) completed bridge segments. At the Public Input Meeting (HEU-8-992(055), PCN 24475) held on April 30, 2026 meeting, Mayor Bernie Dardis stated, “Developers-who requested anonymity-have already requested the extension of water and sewer services westward.”

This is a preliminary snapshot and not a complete set of available documentation. Corrections or clarifications are welcome; this analysis was assembled from multiple websites, as I was unable to locate a single authoritative public repository of documentation.

In light of the information presented during the April 30, 2026 Public Input Meeting, and after the request to pause the roundabout for a focused school safety review was made three (3) times without a definitive response from the City, I am left with two (2) options.

1. In others in opposition;

OR

2. Recognizing the above may not result in a pause, carefully consider Mr. Dardis’ s statement at the meeting-“If there is already approved Federal funding, it will most likely be approved.” I will focus my full efforts on requiring that all related meetings and proceedings be publicly recorded and made available on the City website within 48 hours to ensure a complete, transparent, and verifiable public record in support of elementary children’s safety.

CONDITIONAL APPROVAL

Following the 4/30/2026 Public Meeting, I now speak only for myself. You now have my full support and vote, conditional upon the following two (2) items:

1. A working meeting is scheduled within the next 30 calendar days, focusing solely on increasing elementary children's safety at this intersection. A collaborative session (City, School District, Legal, and Parents) to identify and implement viable safety solutions.

2. That \$0.00 of the approximately \$1,000,000 projected homeowner cost (including any additional implemented safety measures) be special assessed to any homeowner within or near District 2288.

PRIORITY 1. Elementary children's safety first.

2. Pedestrians second.

3. Traffic flow third. FORMAL REQUEST

I FORMALLY REQUEST ON THE RECORD that the Office of the Mayor, jointly with the Office of the President of the Board of City Commissioners, lead a non-biased, open, collaborative, and working meeting solely on elementary children and pedestrian safety.

SESSION REQUIREMENTS

- Safety-only scope;

- Live-streamed, recorded, and posted on the City website within 48 hours;

- Full presence of West Fargo City Commission members and City Engineering;

- Presence of West Fargo School District leadership and parents;

- Presence of the Office of West Fargo City Attorney, the Hon. Katie Schmidt, to address any legal questions that may arise during the session. Suggested Agenda Items:

Each item will be evaluated for feasibility, timeline, and effectiveness.

1. Overhead walkway;

2. Underground tunnel;

3. Crossing guards;

4. Rapid flashing beacon crosswalk systems;

5. Pavement markings such as "SCHOOL" or "SCHOOL ZONE";

6. Raised crosswalks or speed tables;

7. Relocation of radar speed signs closer to the intersection;

8. All other safety options, including relocating the current eastbound 52nd Ave "15 mph when children are present" sign closer to the intersection; as of today, no vehicle turning onto 52nd Ave from 10th St N will see this specific sign. The Public Input Meeting presentation identified pedestrian safety, specifically school children crossing, as a primary concern. Elementary children do not judge speed, distance, or driver intent in the same manner as adults as stated by the parents at the meeting. The City's official project page identifies safety and traffic operations as primary drivers for the proposed roundabout, reinforcing that elementary children's safety must remain the gating condition prior to advancement. See link below.

<https://www.westfanwnd.1ww/1355/9th-Street-W-and-52nd-Ave-W-Roundabout-P> This aligns directly with the priority established in this request: Elementary children's safety first. Pedestrians second. Traffic flow third.

- Kickoff Meeting (SRC #1 -Project Kickoff): 09-15-2021

- Public Input Meeting: 04-30-2026

- Elapsed time from Kickoff to Parent's input: 1,688 days (4.62 years)

- The project was reinitiated in February 2026, with construction anticipated in 2028, indicating an active and advancing project timeline.

- The project phasing diagrams presented show staged closures and traffic redirection immediately adjacent to Legacy Elementary School during both construction and final operation, while the City's project materials indicate that the City Commission will determine whether the project proceeds into design, reinforcing that a dedicated safety-focused working session should occur prior to any advancement decision. Given the projected traffic scale and function of this intersection as a corridor connection point adjacent to an elementary school, the preceding actions are required prior to any approval or advancement, with elementary children's safety as the gating condition.

SPECIAL ASSESSMENT POSITION

Based on:

1. Regional traffic demands tied to the METROCOG Southwest Corridor Project;

2. Federal, State, and Metro planning coordination, and

3. The function of this corridor beyond neighborhood-level use,

I FORMALLY STATE ON THE RECORD:

- That \$0.00 of the approximately \$1,000,000 projected cost should be special assessed to any homeowner within or near District 2288.
- This project serves a broader regional transportation function extending beyond the local residential parcels. Assigning cost burden to adjacent homeowners is not aligned with the scale, purpose, or projected use of this infrastructure. POSITION CHANGE Thank you for the April 30, 2026 Public Input Meeting at Legacy Elementary. I now understand the broader framework driving the proposed roundabout necessity and its implementation - with or without adjacent homeowner approval.

It was not the three (3) direct attempts to request a delay for additional discussion regarding elementary children's safety that went unanswered by the City at the meeting, but rather the defining moment was recognizing not one (1), but two (2) commercial semi-trucks in the proposed roundabout rendering. That detail clearly demonstrated the intended scale and function, which led me to question the longer-term plan.

That led me to explore further. During this review, I observed a newly constructed bridge south of Exit 342 on I-94 (now 7 of 7), labeled as D-1, directing traffic southward toward our development-the same type of bridge as newly installed east-west routes on 32nd Ave and 52nd Ave-as well as a professionally surveyed and graded gravel roadway corridor consistent with an active roadway development process. SITE COMPARISON (Elementary Children's Safety Relevance) • The roundabouts referenced by the City at the meeting as examples of safety are not comparable to the proposed roundabout;

- The Brooks Harbor Elementary roundabout is located within a low-volume residential setting, with a smaller footprint and a standard 25mph street environment, is not a current or future major City arterial roadway, and does not experience regular commercial semi-truck traffic. Likewise, the Freedom Elementary roundabout reflects a similar residential design, with 25mph north-south traffic flow and 35mph east-west traffic flow, including traffic-calming features such as a raised crosswalk speed table;
- The 52nd Ave/ 9th St W proposed roundabout will function as a higher-volume arterial connection designed to accommodate increased throughway traffic, including commercial vehicles, and reflects a higher-speed operating environment;

- These differences in roadway function, traffic composition, and operating speed-together with the City's repeated reference at the April 30 meeting to pedestrian crash severity at 40mph-indicate that the proposed roundabout serves a materially different traffic environment than the residential examples presented, directly impacting elementary children's safety After examining multiple websites, I discovered the following: •Walley News Live -May 5, 2023 - "Projected traffic volumes for the proposed perimeter highway indicate it would be one of the most heavily traveled corridors in Cass County. You can read the whole study proposal under the news tab of our website."

1. <https://www.vallevnewslive.com/2023/05/05/new-hi2.hwav-bv-pass-could-be-coming-fargo-moorhead/#>

2. <https://www.dot.nd.gov/divisions/ets/RFPs/docs/1704/West%20Metro%20Perimeter%20Highway%20Study%20RFP%20Final.pdf> METROCOG- 'Final 2026-2029 Transportation Improvement Program (TIP)-dated

September 2025 -552-pages (with full appendices)

[https://www.fmmetroco.com/application/files/3717/5927/0602/Final 2026-](https://www.fmmetroco.com/application/files/3717/5927/0602/Final%202026-2029%20TIP%20250925%20Full.pdf)

2029 TIP 20250925 Full.pdf •METROCOG - 'Final 2026-2029 Transportation Improvement Program (TIP) - dated September 2025 - 218-pages

[https://www.fmmetroco.com/application/files/3517/5927/0471/Final 2026-](https://www.fmmetroco.com/application/files/3517/5927/0471/Final%2026-2029%20TIP%20250925.pdf)

2029 TIP 20250925.pdf

- METROCOG - 'Interstate Operations Study & Plan for Future Improvements - final report' - dated July 2023 - 65 pages

[https://www.fmmetrocog.com/application/files/8616/8928/0001/IOS Final Report.pdf](https://www.fmmetrocog.com/application/files/8616/8928/0001/IOS%20Final%20Report.pdf)

- METROCOG - 'West Metro Perimeter Highway Study \_Request for Proposal (RFP), Project No. 2023-208' - dated April 2023 - 27 pages

[https://www.dot.nd.gov/divisions/ets/RFPs/docs/1704/West%20Metro%20Perimeter%20Highway%20Study%20RFP Final.pdf](https://www.dot.nd.gov/divisions/ets/RFPs/docs/1704/West%20Metro%20Perimeter%20Highway%20Study%20RFP%20Final.pdf)

- METROCOG (Fargo-Moorhead Metropolitan Council of Governments) - The Metro COG TIP includes projects funded by the US Department of Transportation (USDOT) and its associated administrations. The Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) provide funding for roadways and trails, and public transit projects respectively. [https://www.fmmetrocog.org/TIP Fargo-Moorhead Metropolitan Council of Governments - Metro 2050](https://www.fmmetrocog.org/TIP%20Fargo-Moorhead%20Metropolitan%20Council%20of%20Governments%202050.pdf) - dated April 2025 - 167 pages

[https://www.fmmetrocog.org/application/files/2117/4552/6504/Metro2050 no Appendix r 20 2504.pdf](https://www.fmmetrocog.org/application/files/2117/4552/6504/Metro2050%20Appendix%202504.pdf) n closing, I FORMALLY STATE ON THE RECORD AND REQUEST: 1. A working public session is scheduled within the next 30 calendar days, focusing solely on increasing elementary children's safety at this intersection. A collaborative session (City, School District, Legal, and Parents) to identify and implement viable safety solutions. 2. That \$0.00 of the approximately \$1,000,000 projected homeowner cost (including any additional implemented safety measures) be special assessed to any homeowner within or near District 2288.

Faith and Jim Carr	5522 8th St W	<p>Today, my husband and I are once again submitting formal opposition to the roundabout proposed at the intersection of 52nd Ave W and 9th Street in West Fargo. The arguments we present to you have not changed. We oppose this project because we do not believe it is necessary for our neighborhood, nor is it a financially responsible use of the money you are attempting to collect from homeowners affected by increasing assessments as well as municipal funds. A fourway stop sign has been in place since November of 2023 and effectively controls traffic and safety at the intersection. No additional action or changes are needed. I have attached the email sent to the appropriate individuals stating the grounds for our objections when the Proposed assessments for this project were first opened for public discussion in October of 2023. Nothing has changed. The assessments we pay on top of our property taxes are already excessive. Thank you for listening.</p> <p>Please cancel the proposal. Proposed assessments, in addition to prior assessments passed since the acquisition of our home in September 2020, have been increasing faster than the estimated percentage value of our property and properties adjacent to us in the Wilds Section 9. The regular property tax rate and the yearly assessment payments due result in a perceived property tax rate exceeding 6% of our assessed valuation. We are retired persons living on fixed incomes. When purchasing our home in 2020, we were made aware of the assessments owed on our home, but the assessments passed and proposed in just three years have increased the amount unpaid to date by 13%, which exceeds the present annual cost of living increase (5.9) by 9.8%. While we agree that traffic control systems need to be implemented for the safety of pedestrians, young children in particular, we oppose the idea of a roundabout and do not feel such would better ensure safer foot and bicycle traffic that occurs daily at that intersection. We attended a prior meeting of the city commission, during which the 9th Street corridor was discussed. At that time, all present at the meeting were informed that 9th Street had been redesignated from being classified as a major artery to another classification as it provides limited access to the Wilds, which is growing exponentially. The road was initially to provide a through-way to Horace. That said, the in-and-out traffic at 9th and 52 during primary commute hours to and from work and school is quite heavy. The number of K-6 grade school children who use that intersection daily is great. Whole classrooms walk across that intersection during warmer months for activities held off of school grounds at Dakota Park. We live behind the park and witness this activity every fall and spring. As a retired classroom teacher, crossing a class of 25-30 students safely through a roundabout would be nearly impossible. We've witnessed near misses of children crossing the intersection on bicycles in front of moving traffic. Stop and Go lights are needed at the 52nd and 9th Street intersection or at least a 4-way stop. A roundabout, which in theory might create a steadier flow of traffic, will, in fact, pose a greater danger to children who are not at the age of wisdom to discern the speed and stopping distance required of multi-ton moving vehicles. Children are easily distracted and often don't pay attention. We respectfully submit our argument against this proposal. We feel a roundabout on the edge of a residential street across from an elementary school is unsafe and is poor planning.</p>
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Jean Boll	5268 8th Ct W	<p>I, (Jean Boll), of (5268 8th CT W, West Fargo), hereby submit this formal statement in opposition to the proposed roundabout until the following sections have been fully addressed, verified, and publicly posted on the City's official website for review.</p> <p><b>1. REQUESTS (WRITTEN RESPONSE REQUIRED)</b></p> <ul style="list-style-type: none"> <li>• Posting of the official Agenda for the April 30 meeting on the City website.</li> <li>• Written identification of project scope, funding structure, and responsible beneficiaries, and exactly how the proposed homeowner's portion of "\$990,600 and Interest" will be distributed to each of the ~1,027 addresses (assumed in this project).</li> <li>• Full transparency on prioritization (school, pedestrian, current traffic, future traffic for church &amp; westward expansion) and corresponding cost allocation to each.</li> <li>• Clarification of why Improvement District 2288 is not consistently listed across official City resources.</li> </ul> <p><b>2. EXISTING CONDITIONS</b></p> <ul style="list-style-type: none"> <li>• A prior roundabout was not implemented following homeowner opposition.</li> <li>• The intersection currently operates as a four-way stop with flashing red LED control installed by the City and is in place and functioning.</li> <li>• No single City source publicly provides:             <ul style="list-style-type: none"> <li>o Required threshold for replacement of the existing control.</li> <li>o Direct comparison of current vs. proposed performance.</li> </ul> </li> </ul> <p><b>3. INFORMATION GAP</b></p> <ul style="list-style-type: none"> <li>• The project is identified as Improvement District 2288.</li> <li>• Nor listed on the City "Current Projects" page as of 04/26/2026.</li> <li>• Yet is referenced separately under project page 1355.</li> </ul> <p>Result: Public information is fragmented across multiple sources, requiring residents to locate and reconcile information independently.</p> <p>Reference:</p> <ul style="list-style-type: none"> <li>• <a href="https://westfargond.gov/1443/Current-Projects">https://westfargond.gov/1443/Current-Projects</a></li> <li>• <a href="https://westfargond.gov/1355/9th-Street-W-and-52nd-Ave-W-Roundabout-P">https://westfargond.gov/1355/9th-Street-W-and-52nd-Ave-W-Roundabout-P</a></li> </ul> <p><b>4. TRANSPARENCY REQUEST</b></p> <ul style="list-style-type: none"> <li>• Maintain and publish a running total of homeowner responses (support and opposition) on the City website, without disclosure of names, addresses, or personally identifiable information.</li> </ul> <p>This submission is made for formal record and requires written response. No meetings or phone calls.</p>
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Kaleb Knutson	1042 Ashley Dr W	<p>I, Kaleb Knutson, of 1042 Ashley Dr W, hereby submit this formal statement in opposition to the proposed roundabout until the following sections have been fully addressed, verified, and publicly posted on the City's official website for review.</p> <p>1. REQUESTS (WRITTEN RESPONSE REQUIRED)</p> <ul style="list-style-type: none"> <li>• Posting of the official Agenda for the April 30 meeting on the City website.</li> <li>• Written identification of project scope, funding structure, and responsible beneficiaries, and exactly how the proposed homeowner's portion of "\$990,600 and Interest" will be distributed to each of the ~1,027 addresses (assumed in this project).</li> <li>• Full transparency on prioritization (school, pedestrian, current traffic, future traffic for church &amp; westward expansion) and corresponding cost allocation to each.</li> <li>• Clarification of why Improvement District 2288 is not consistently listed across official City resources.</li> </ul> <p>2. EXISTING CONDITIONS</p> <ul style="list-style-type: none"> <li>• A prior roundabout was not implemented following homeowner opposition.</li> <li>• The intersection currently operates as a four-way stop with flashing red LED control installed by the City and is in place and functioning.</li> <li>• No single City source publicly provides:             <ul style="list-style-type: none"> <li>o Required threshold for replacement of the existing control.</li> <li>o Direct comparison of current vs. proposed performance.</li> </ul> </li> </ul> <p>3. INFORMATION GAP</p> <ul style="list-style-type: none"> <li>• The project is identified as Improvement District 2288.</li> <li>• Not listed on the City "Current Projects" page as of 04/26/2026.</li> <li>• Yet is referenced separately under project page 1355.</li> </ul> <p>Result: Public information is fragmented across multiple sources, requiring residents to locate and reconcile information independently.</p> <p>Reference:</p> <ul style="list-style-type: none"> <li>• <a href="https://westfargond.gov/1443/Current-Projects">https://westfargond.gov/1443/Current-Projects</a></li> <li>• <a href="https://westfargond.gov/1355/9th-Street-W-and-52nd-Ave-W-Roundabout-P">https://westfargond.gov/1355/9th-Street-W-and-52nd-Ave-W-Roundabout-P</a></li> </ul> <p>4. TRANSPARENCY REQUEST</p> <ul style="list-style-type: none"> <li>• Maintain and publish a running total of homeowner responses (support and opposition) on the City website, without disclosure of names, addresses, or personally identifiable information.</li> </ul> <p>This submission is made for formal record and requires written response. No meetings or phone calls.</p>
Kent Redekopp	5118 11th St W	<p>I am a resident of West Fargo and am strongly opposed to proposal for any new roundabout on 52nd Ave. Also stop adding more SPECIALS that further financially the people of West Fargo and their families. Phone me anytime.</p> <p>I am completely against any and all new or additional roundabouts on 52nd St. I am specifically referring to proposal 2288. STOP INCREASE OUR SPECIALS!!!!</p>
Lisa Necastro	5855 Deb Dr W	<p>We, Brian and Lisa Necastro, of 5855 Deb Dr W, hereby submit this formal statement in opposition to the proposed roundabout until the following sections have been fully addressed, verified, and publicly posted on the City's official website for review.</p> <p>1. REQUESTS (WRITTEN RESPONSE REQUIRED)</p> <ul style="list-style-type: none"> <li>• Posting of the official Agenda for the April 30 meeting on the City website.</li> <li>• Written identification of project scope, funding structure, and responsible beneficiaries, and exactly how the proposed homeowner's portion of "\$990,600 and Interest" will be distributed to each of the ~1,027 addresses (assumed in this project).</li> <li>• Full transparency on prioritization (school, pedestrian, current traffic, future traffic for church &amp; westward expansion) and corresponding cost allocation to each.</li> <li>• Clarification of why Improvement District 2288 is not consistently listed across official City resources.</li> </ul> <p>2. EXISTING CONDITIONS</p> <ul style="list-style-type: none"> <li>• A prior roundabout was not implemented following homeowner opposition.</li> <li>• The intersection currently operates as a four-way stop with flashing red LED control installed by the City and is in place and functioning.</li> <li>• No single City source publicly provides:             <ul style="list-style-type: none"> <li>o Required threshold for replacement of the existing control.</li> <li>o Direct comparison of current vs. proposed performance.</li> </ul> </li> </ul> <p>3. INFORMATION GAP</p> <ul style="list-style-type: none"> <li>• The project is identified as Improvement District 2288.</li> <li>• Not listed on the City "Current Projects" page as of 04/26/2026.</li> <li>• Yet is referenced separately under project page 1355.</li> </ul> <p>Result: Public information is fragmented across multiple sources, requiring residents to locate and reconcile information independently.</p> <p>Reference:</p> <ul style="list-style-type: none"> <li>• <a href="https://westfargond.gov/1443/Current-Projects">https://westfargond.gov/1443/Current-Projects</a></li> <li>• <a href="https://westfargond.gov/1355/9th-Street-W-and-52nd-Ave-W-Roundabout-P">https://westfargond.gov/1355/9th-Street-W-and-52nd-Ave-W-Roundabout-P</a></li> </ul> <p>4. TRANSPARENCY REQUEST</p> <ul style="list-style-type: none"> <li>• Maintain and publish a running total of homeowner responses (support and opposition) on the City website, without disclosure of names, addresses, or personally identifiable information.</li> </ul> <p>This submission is made for formal record and requires written response. No meetings or phone calls.</p>

<p>Lucas Grothman 5771 Deb Dr W</p>		<p>Good Evening Commissioner, I hope this message finds you well. I am contacting you in regards to the 9th and 52nd roundabout that has been purposed. I just wanted to say I am very much against it happening. Our neighborhood is also against it. I have spoke with so many in the neighborhood and no one has really been for it. I have loved West Fargo and in specific our neighborhood. We moved here in 2019 and it has been so great. It is a great area and neighborhood. It has a small town feel with big city amenities. We also were so lucky when we moved in because of where the housing market was at the time. We now are somewhat being forced to make some interesting decisions because of where things have gone. That is also why I am writing because this project is not only unnecessary, it also is putting a lot more on the residents of this area. I am sure that probably doesn't matter to you all but I could be wrong. But this is a great area already as is and their are great people in this neighborhood. This is a decision that sends ripples. Please listen to your people. We all wanna stay in the neighborhood we love and the city we love. This project is all about the safety concerns but I run in the area 5 days a week and in fact cross that intersection 5 days a week, I can honestly say I have never had any incidents ever. So the safety thing is really not a reason to change anything because the roundabout has been more of a problem for me when I am out on my runs. I just ask you listen to the people who have helped elected you and make a good sound choice. God Bless and take care</p>
<p>Lucas Grothman 5771 Deb Dr W</p>		<p>Good Evening Mayor, My name is Lucas Grothmann and I would like to reach out to raise concern over the purposed 9th and 52nd roundabout. I firmly oppose this project. We moved in to the area in 2019 and have loved our neighborhood. It gives a real small town feel with the big city amenities. We love our neighbors and have seen some move but for the most part the neighborhood has stayed in tact. Our mortgage has been raised year over year and I can understand that currently. But to add a project that is unnecessary right and honestly is not going to do what you want out of it is strange. The people of this neighborhood do not want it and absolutely do not want to fund it. I ask you please listen to the people of your city, I know we ultimately do not matter when it comes to these decisions but I will definitely say that when decisions like this are made without listening to people it has a ripple affect. Our family loves it here and I do not want to be slowly forced out because of decisions such as these. I hope this message finds you well and I do believe in you making the right decision. God bless</p>
<p>Moriah and Tanner Andersc 938 Albert Dr W</p>		<p>I, Moriah Anderson of 938 Albert Dr. W west fargo,nd, 58078 hereby submit this formal statement in opposition to the proposed roundabout until the following sections have been fully addressed, verified, and publicly posted on the City's official website for review.</p> <p>1. REQUESTS (WRITTEN RESPONSE REQUIRED)</p> <ul style="list-style-type: none"> <li>• Posting of the official Agenda for the April 30 meeting on the City website.</li> <li>• Written identification of project scope, funding structure, and responsible beneficiaries, and exactly how the proposed homeowner's portion of "\$990,600 and Interest" will be distributed to each of the ~1,027 addresses (assumed in this project).</li> <li>• Full transparency on prioritization (school, pedestrian, current traffic, future traffic for church &amp; westward expansion) and corresponding cost allocation to each.</li> <li>• Clarification of why Improvement District 2288 is not consistently listed across official City resources.</li> </ul> <p>2. EXISTING CONDITIONS</p> <ul style="list-style-type: none"> <li>• A prior roundabout was not implemented following homeowner opposition.</li> <li>• The intersection currently operates as a four-way stop with flashing red LED control installed by the City and is in place and functioning.</li> <li>• No single City source publicly provides:             <ul style="list-style-type: none"> <li>o Required threshold for replacement of the existing control.</li> <li>o Direct comparison of current vs. proposed performance.</li> </ul> </li> </ul> <p>3. INFORMATION GAP</p> <ul style="list-style-type: none"> <li>• The project is identified as Improvement District 2288.</li> <li>• Nor listed on the City "Current Projects" page as of 04/26/2026.</li> <li>• Yet is referenced separately under project page 1355.</li> </ul> <p>Result: Public information is fragmented across multiple sources, requiring residents to locate and reconcile information independently.</p> <p>Reference:</p> <ul style="list-style-type: none"> <li>• <a href="https://westfargond.gov/1443/Current-Projects">https://westfargond.gov/1443/Current-Projects</a></li> <li>• <a href="https://westfargond.gov/1355/9th-Street-W-and-52nd-Ave-W-Roundabout-P">https://westfargond.gov/1355/9th-Street-W-and-52nd-Ave-W-Roundabout-P</a></li> </ul> <p>4. TRANSPARENCY REQUEST</p> <ul style="list-style-type: none"> <li>• Maintain and publish a running total of homeowner responses (support and opposition) on the City website, without disclosure of names, addresses, or personally identifiable information.</li> </ul> <p>This submission is made for formal record and requires written response. No meetings or phone calls.</p>

Nicholas Schulz	5514 Lori Ln	<p>I, Nicholas Schulz, of 5514 Lori lane west Fargo nd 58078, hereby submit this formal statement in opposition to the proposed roundabout until the following sections have been fully addressed, verified, and publicly posted on the City's official website for review.</p> <p>1. REQUESTS (WRITTEN RESPONSE REQUIRED)</p> <ul style="list-style-type: none"> <li>• Posting of the official Agenda for the April 30 meeting on the City website.</li> <li>• Written identification of project scope, funding structure, and responsible beneficiaries, and exactly how the proposed homeowner's portion of "\$990,600 and Interest" will be distributed to each of the ~1,027 addresses (assumed in this project).</li> <li>• Full transparency on prioritization (school, pedestrian, current traffic, future traffic for church &amp; westward expansion) and corresponding cost allocation to each.</li> <li>• Clarification of why Improvement District 2288 is not consistently listed across official City resources.</li> </ul> <p>2. EXISTING CONDITIONS</p> <ul style="list-style-type: none"> <li>• A prior roundabout was not implemented following homeowner opposition.</li> <li>• The intersection currently operates as a four-way stop with flashing red LED control installed by the City and is in place and functioning.</li> <li>• No single City source publicly provides:             <ul style="list-style-type: none"> <li>o Required threshold for replacement of the existing control.</li> <li>o Direct comparison of current vs. proposed performance.</li> </ul> </li> </ul> <p>3. INFORMATION GAP</p> <ul style="list-style-type: none"> <li>• The project is identified as Improvement District 2288.</li> <li>• Nor listed on the City "Current Projects" page as of 04/26/2026.</li> <li>• Yet is referenced separately under project page 1355.</li> </ul> <p>Result: Public information is fragmented across multiple sources, requiring residents to locate and reconcile information independently.</p> <p>Reference:</p> <ul style="list-style-type: none"> <li>• <a href="https://westfargond.gov/1443/Current-Projects">https://westfargond.gov/1443/Current-Projects</a></li> <li>• <a href="https://westfargond.gov/1355/9th-Street-W-and-52nd-Ave-W-Roundabout-P">https://westfargond.gov/1355/9th-Street-W-and-52nd-Ave-W-Roundabout-P</a></li> </ul> <p>4. TRANSPARENCY REQUEST</p> <ul style="list-style-type: none"> <li>• Maintain and publish a running total of homeowner responses (support and opposition) on the City website, without disclosure of names, addresses, or personally identifiable information.</li> </ul> <p>This submission is made for formal record and requires written response. No meetings or phone calls.</p>
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Mr./Mrs/ P. J. Conroy	933 Albert Dr W	<p>My name is Pat Conroy. My wife and I live at 933 Albert Dr. W., near the Legacy School intersection at 52nd Ave. and West 9th St. While we understand why traffic circles may be safer in some situations, we are generally opposed to installing a traffic circle.</p> <p>Our comments:</p> <ol style="list-style-type: none"> <li>1. It seems to us that neighborhood children and their parents STILL will need to cross 9th St W, 52nd Avenue, or often both while walking to/from the elementary school if the circle is built. How is this any safer for them?</li> <li>2. To the contrary, it may be more dangerous for kids going to school. Vehicles will no longer come to a full stop to look for children; instead they will only slow down a bit. That has to be less safe for walkers.</li> <li>3. In news reports and letters from the city, we haven't seen any statistics about car accidents, vehicle/pedestrian accidents, etc., at the intersection. Has the situation gotten worse since the traffic circle project was paused? Have serious accidents risen? Have there been more vehicle/pedestrian accidents?</li> <li>4. Nearly every weekday morning of the year, I drive through the intersection at 8:00 a.m. I cannot remember ever - EVER - seeing a police officer there. We think that patrolling the intersection would do a lot to ensure safety.</li> <li>5. We have heard that certain government regulations may mandate a change to the intersection, or that the city might LOSE funds unless something different is done. Is this true? That strikes us as bad lawmaking which should be changed by legislators, not by spending more on an unneeded traffic circle.</li> <li>6. Lastly, although it is getting off the point a little, the West Fargo special assessment costs just have to be slowed. They are unsustainable for us! We'd rather pay for more policing to obtain safer streets than for the traffic circle proposed.</li> </ol>
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Tony Kuzma	6122 Martin Ln W	<p>Good afternoon, This message is in regards to the proposed roundabout at 52nd and 9th. If the reason for concern is truly for our children's safety; putting a roundabout in this location will not create a safer environment for the children from what I found in just a few minutes of research it will only do the exact opposite. Picture yourself as a 1st grader crossing this intersection with your friends or worse by yourself and you have cars racing by moving in both directions now and your somehow supposed to navigate that? The only thing that a roundabout will do is increase the speed of traffic in the intersection as well as the amount of moving car's in this intersection, the fact this is back on the table for discussion is very concerning! I'll share a little information I found in my quick research you can share with the city engineers and/or whomever else should be seeing this to show roundabout do not help with pedestrian safety, please read the statement below carefully (from Journal of Safety Research Volume 94, September 2025, Pages 70-80) showing that roundabouts are not going to provide more safety for our children: "Roundabouts have been a successful traffic safety alternative to other intersection types, decreasing potential driver conflict points and severe crashes. To keep traffic flowing, drivers yield rather than stop when entering the roundabout, which has raised questions about the safety of pedestrians and bicyclists. Even if crosswalks are present, the absence of stop signs or traffic lights poses unique challenges for nonmotorized road users." Now let's go back to the K-5 graders, do YOU believe allowing cars to drive through roundabouts like a bunch of animals will make it safer for those K-5 graders than forcing every driver to stop and make sure no one is walking out in front of them? An intersection where drivers are forced to stop, look and then go when safe will always be safer than a roundabout I know that, you all know that. Please put a stop to this nonsense and do not install a roundabout at this location. There are other options to provide safe passage for this intersection a pedestrian bridge would work, I've seen this done numerous times and you can avoid the traffic lights and roundabouts. If people are really mad about waiting for 5 minutes to enter onto 52nd off of 9th (which is probably the longest I've ever waited there) than they are the ones who are/will be the problem when they can race through a roundabout like they all do at the 52nd and Sheyenne roundabout. Also I don't want to be assessed for something that will NOT do what it is intended purpose is: protect children. If the concern is really children's safety than bussing should be offered to kids south of 52nd and/or crossing guards should be used like they did when we were young and walking to school. Thank you for your concern on this matter and please do the right thing and stop this.</p>
Trista Johnson	926 50th Ave W	<p>I, Trista Johnson of 926 50th Ave. West West Fargo, ND hereby submit this formal statement in opposition to the proposed roundabout until the following sections have been fully addressed, verified, and publicly posted on the City's official website for review.</p> <p>Not only should these road improvement expenses be put on the builders for these neighborhoods. They are getting away with not investing in these neighborhoods to only make a profit.</p> <p>A round about is not safe next to an elementary school. Have you ever let your 10 year old cross a round about after school by themselves. Would this give you peace of mind, no because drivers speed up in roundabouts &amp; children are hard to see.</p> <p>This is not wise financially for these neighborhoods nor is it wise for safety.</p>
Ty Wadeson	1010 Westport Parkway	<p>Hi Amy hope the new job is going great. Still miss your chiropractic care. Now down to business. I am completely against the round about at 52 Ave and 9 St. I have lived here since 2008. A 4 way stop is the best thing that happened at that intersection. A round about is more dangerous for the kids to cross drivers have to look back for when to enter plus watch for kids. Cars don't slow down for them. Just park and watch the diving debacle at Co 17 and 52 Ave rush hour backs way up and it is a circus. A 4 way stop sign is the best option besides a traffic signal. Certain times of the year especially in the fall and spring is when the kids will be riding bikes and walking to school the sun is at a terrible angle and makes the round about even more dangerous. Think Sunrise and Sunset. We have to think about the age of kids crossing that intersection. K-5 grade age.</p> <p>Please use common sense. I would be at the meeting but will be out of town.</p>
Diane McFarlane		<p>Regarding your call for input, please share my comments contained herein with the Commission, Mayor Dardis or those in the City of West Fargo Administration who will be making a final decision regarding the proposal to construct a roundabout at the current 4-way stop intersection located at 9th St W and 52nd Ave in West Fargo. I am a resident in the Wilds Community which is across the street from Legacy Elementary School where that intersection is located. On April 30th, I attended a public meeting which was held at Legacy Elementary School where we heard a presentation by Moore Engineering, Inc. regarding the proposed plans to construct a roundabout at that intersection. In addition, residents of the community were given the opportunity to ask questions and provide comments regarding that proposal. Thanks to Mayor Dardis for taking the time to attend that meeting and it was evident from the engineers' briefing that they have done a quite a bit of hard work to develop the roundabout proposal. However, the key issue that a majority of residents in attendance expressed and felt strongly about was the concern for safety of the pedestrians and school children who would be crossing the road where the proposed circle would be constructed in place of the current 4-way stop. At the meeting on April 30th, one of the residents was even near tears in expressing his concern about the future dangers of placing a circle there. Although not confirmed at the meeting with actual statistics, some people pointed out that there supposedly have been zero incidents at the 9th St West intersection since the current 4-way stop configuration was installed whereas it was mentioned that there may have been over 40 incidents at the circle located at Sheyenne St and 52nd Ave. While yielding to oncoming cars at the Sheyenne St circle, I have observed on numerous occasions several cars streaming in succession through the roundabout without yielding which seems to me could pose a real danger to pedestrians and children who would be crossing if a similar circle were to be placed at the 9th St intersection which is right near Legacy Elementary School. Also, the wait time at the current 4-way stop intersection during busy periods does not appear to be much of an inconvenience to drivers. With that in mind, several residents at the meeting were questioning the need for a change to a roundabout at the 9th St W intersection in place of the current 4-way stop. Therefore, it appeared that a majority of the people who were at the meeting seemed to have a preference to keep the current 4-way stop in place in order to maintain safety for pedestrians which appeared to be the issue of utmost concern vs funding acquisition requirements for new road construction projects like the roundabout, Although not emphasized at the meeting, there is also the issue of a 3-month inconvenience to community residents in order to construct a roundabout. This would be quite disruptive to the residents and others entering the Wilds Community since that intersection is the primary entrance into our neighborhood. It would cause people to have to find alternate routes through the Wilds Community to exit or enter the neighborhood during construction phases which in turn may cause other streets in the neighborhood to have to absorb a fair amount of extra traffic and congestion. It must also be noted that there are a number of construction trucks which come into the neighborhood for ongoing home construction which may cause additional wear and tear to side streets if they have to be rerouted throughout the neighborhood.</p> <p>In conclusion, we residents are very concerned for the safety of our neighborhood pedestrians and children as well as the disruption to the traffic flow into and out our neighborhood during construction if a proposed roundabout were approved and allowed to be constructed at the 9th St West and 52nd Ave intersection. Although I can not speak on behalf of others in our community, I am wondering if those who would be making a final decision on the proposed roundabout construction could please take the residents' serious concerns for safety and disruption issues into account and perhaps reconsider if maybe a 4-way stop might be the better configuration to manage the traffic at our 9th St West and 52nd Ave intersection. I thank you for your time and respectfully request that those making the final decision on the proposed roundabout project please take resident's concerns and inputs into account and perhaps consider making a decision to keep that intersection as a 4-way stop. Thank you very much.</p>

Jackson Hurst	4216 Cornell Crossing, Kennesaw, Georgia 30144	I approve and support NDDOT's West Fargo Project. The aspect that I love about NDDOT's West Fargo Project is that the 9th Street W and 52nd Avenue W Intersection will be converted to a roundabout which will improve safety and reduce the number of intersection conflict points in Cass County, ND.
Jean Boll		<p>I am very against putting in a roundabout at the 52 nd and 9 th intersection. I feel it will be too dangerous for kids crossing the road. Drivers will not be looking for people and will be watching other vehicles coming from their left.</p> <p>The graphic showing the proposed working of the crosswalk is terrifying. The left car would stop in the roundabout for the people crossing, and the semi would hit them. Children also rarely stop when biking and walking to school and will just run across the road.</p> <p>Drivers try to get through them as quick as possible in the gap between cars. I have been cut off and had more close calls at roundabouts than at other intersections.</p> <p>You will also cut off one of the exits from our neighborhood for this project. It will funnel the traffic through the northern Wilds neighborhood and back up the 40 th and Sheyenne intersection.</p> <p>If you want to make the intersection safer install raised crosswalks, which would also stop street racing at night. Re-painting and crosswalks would help drivers also.</p> <p>Connecting 9 th out to 64 th would give us another exit from the neighborhood and would relieve some of the traffic on 52nd. This would be a huge benefit to the neighborhood. Also adding raised crosswalks by Dakota park to slow traffic.</p> <p>Adding a stop light would be a better option than a roundabout, or a light crosswalk like the one by Sheyenne high school. The city doesn't follow DOT recommendations as pointed out by the mayor at a previous city meeting, and has built differently in the past.</p> <p>The roundabout is a very dangerous and expensive plan, the 4 way stop works well now. 52 nd is going to be widened soon anyway, and any work done at this intersection should wait until that time. The traffic is only backed up at our intersection for about 40min twice a day, the cost isn't worth it.</p> <p>Jean Boll</p>
Karen Rasmussen		<p>I attended the public input meeting April 30 regarding the proposed intersection improvements at 9th St W &amp; 52nd Ave W. Although most of the attendees appeared to be concerned about the safety issues for children crossing through the roundabout, my concern is the special assessments that would be made due to the full cost of the roundabout construction not covered by the grants. Although funding was found for \$2M, the additional cost would need to be made up by local home owners. I live one block from the intersection, use it consistently at all times of the day and have never had to wait for traffic at the stop signs. The project would only benefit through traffic and would add nothing to my property's market value. If it is determined that the project should go forward, it should be funded strictly through existing funds and not assessed on area property owners. We live in a time of high costs across the board and need to figure out ways to reduce budgets, not add to the burden for homeowners.</p>
Luke Swenson		<p>My address is 1078 wildflower ln w and I travel 52nd ave several times a day. Only a handful of times have more than 10 cars been backed up heading west at the stop sign. Within 30 seconds I am through the 4 way stop. I do not see a need to change the 4 way stop to a round about. I think it would be very difficult for young children to navigate crossing a round about and less safe. Also specials are already high enough and don't need more for a needless project.</p>
Ryan Gellner		<p>I am writing to oppose a roundabout at 52nd Ave. and 9th St.</p> <p>This may come as a surprise, as you know I am a strong traffic safety advocate. The city updated this intersection with a 4-way stop and flashing beacon two years ago, and I am happy to report that there have been ZERO crashes at the intersection since those improvements were installed.</p> <p>Zero pedestrians struck. Zero fender benders. Zero property damage crashes, and most importantly, zero fatalities.</p> <p>Prior to the addition of the 4-way stop and flashing beacon, there were multiple reported crashes at this intersection in 2019, 2020, 2021, and 2022.</p> <p>Roundabouts work, there is no doubt about that. They are proven to reduce the severity of injury crashes. But at this intersection, there are currently no injury crashes to solve, in fact, there are no crashes to solve at all. The data shows the current traffic control measures are working.</p> <p>If this is no longer a safety issue, then what problem are we trying to solve?</p> <p>Asking the surrounding neighborhood to absorb nearly a \$1 million assessment for this project is not the answer. Please remember that these neighborhoods have already borne the burden of repeated construction and detours over the last several years.</p> <p>Past improvements to Sheyenne Street and 52nd Ave. have rerouted these neighborhoods for months at a time. The roundabout project at Sheyenne and 52nd previously cut off access to the area. A bridge project on 52nd later eliminated east access. A separate county bridge project on Sheyenne boxed the neighborhood in again, this time with no southern access.</p> <p>One of the biggest concerns with repeatedly boxing in these neighborhoods is traffic diversion. Drivers will naturally seek alternate routes around construction. In this case, much of that traffic is likely to cut through the quiet senior-focused Ranch development neighborhood. Many of those drivers are teenagers simply looking for the quickest route to Sheyenne or Horace High School.</p> <p>Whether intended or not, construction will push additional morning and afternoon traffic through the Ranch neighborhood, and that is a real concern for residents.</p> <p>Speaking of teen drivers, I have already corrected my own son more than once after hearing new drivers refer to roundabouts as a "slingshot" on the way to school. Can you imagine the number of 15-18 year old drivers who may approach a roundabout looking to "slingshot", only to encounter a pedestrian crossing immediately beyond it?</p> <p>I can tell you this, no one, not even a brand-new driver, is "slingshotting" through a stop sign on their way to school in the morning.</p> <p>I'll close with this: roundabouts are effective because they help turn dangerous intersections into safer ones. But there is no better traffic safety data than zero crashes. This intersection is currently functioning safely, and I respectfully ask that it remain a zero-crash intersection.</p> <p>Thank you for your leadership.</p>
Gabi Hollingsworth		<p>I am following up after our community meeting regarding the proposed roundabout at 9th Street W and 52nd Ave W. I want our opposition documented in writing and on record.</p> <p>We do not want this roundabout. The safety of children crossing that intersection every single school day is not a negotiating point, and we will not be treated as though it is.</p> <p>As the engineer of record on this project, you have a responsibility to reckon with what the research actually says. The US Access Board, a federal agency, has stated that the findings on pedestrian safety at roundabouts are inconclusive. The Safe Routes to School program explicitly warns that children face special challenges crossing at roundabouts because they lack the cognitive ability to reliably judge vehicle speeds and gaps. Unlike a signalized intersection, a roundabout provides no walk signal and no designated crossing time. Children are left to navigate live, moving traffic on their own judgment. That is a known risk. Placing that known risk directly outside an elementary school, where hundreds of young children cross every morning and afternoon, is something this community will not accept.</p> <p>This letter will be part of the public record. We expect it to be treated accordingly.</p>

Kaleb and Brittany Knutson 1042 Ashley Dr W	<ul style="list-style-type: none"> <li>•Not enough research done on NON-roundabout options</li> <li>•Child safety is not the focus. You cannot get slower speeds than STOP</li> <li>•Proposal doesn't take into consideration expansion to the west (will happen in future)</li> <li>•Project feels like a rushed grab to get funding that is not necessary</li> <li>•Project was already vetoed by neighborhood and then reintroduced against the neighborhood's wishes by a no longer incumbent commissioner</li> <li>•Less crashes @ current stop than local roundabouts</li> <li>•Commissioners/mayor voting on this are not going to be in office to deal with the ramifications of this project. It should be decided on/after 7/1/26 with new mayor and commissioners</li> <li>•11% of WF population should be funding/partially funding a city project we did not ask for</li> </ul>
Lane Mohl 554 8th St W	<p>OPPOSE THIS UNECESSARY PROJECT</p> <p>1. Premise for this project is made on false information that improvement is needed. All data collected was collected while 40th Ave was closed due to construction. This made it look like the intersection was occasionally busy. IT IS NOT. LASTLY, when data was collected this was only a TWO WAY STOP, NOT A 4 WAY STOP, as it is now. SO SPEED of traffic was grossly extrapolated in order to further the premise that traffic was NOT controlled. TODAY, traffic speed is well controlled and traffic is managed very well during the very few times there is more than one vehicle at the intersection. The way stop manages traffic during the few times a week it is needed.</p> <p>2. The present 4 way stop allows for SAFE passage across the street for pedestrians. There is no safer way to manage pedestrian traffic. A roundabout will be a nightmare for any person trying to cross, especially children. EXAMPLE: crossing by Freedom Elementary – parents and students dread this crossing – most parents will NOT allow students to walk or ride bike because of the damage of this intersection.</p> <p>3. City and its partners should NOT be pushing an UNWANTED high tax project on the people in a neighborhood that is already reeling from extraordinarily high special TAXES. These are starter homes in this area, when \$60,000-\$100,000 extra is added in specials, these homes are unsellable!</p> <p>NOT NEEDED.          NOT WANTED.          ENDANGERS SCHOOLCHILDREN.          MAKES HOMES UNSALABLE.</p>



Public Input Meeting | April 30, 2026

HEU-8-992(055), PCN 24475  
Intersection Improvements - 9th St W & 52nd Ave W  
West Fargo, ND

NAME: May Wu  
ADDRESS: 527 10th St W, West Fargo ND 58078  
PHONE: 701-516-0922



Submit your questions online!

Please provide comments:

We should not have a roundabout there due to the children's safety crossing the streets. As a parent, I want to make a stop there and wait for the kids to pass the street safely, instead of keep driving through. Especially in the morning, the sun is so bright and drivers can barely see easily. It is just not safe to have a roundabout there at all.

Please leave comments with meeting organizers or mail by May 15, 2026

Moore Engineering, Inc. - Attn: Dylan Dunn  
925 10th Ave E, West Fargo, ND 58078  
or email Dylan.Dunn@mooreengineeringinc.com with the subject line "Public Input Meeting - PCN 24475"





### Public Input Meeting | April 30, 2026

## HEU-8-992(055), PCN 24475 Intersection Improvements - 9th St W & 52nd Ave W West Fargo, ND

NAME: Ranjit Godavarthy  
ADDRESS: 745 Albert Dr W, West Fargo, ND - 58078  
PHONE: 701-793-7929



Submit your questions online!

Please provide comments:

Roundabouts are a proven safety treatment which has shown fatal and severe injury crash reduction by 80% or more.  
As 9th St W & 52nd Ave W is getting ~~more~~ busy day by day, this is going to be concerning and it is about time you might witness a crash at the 4-way stop. A roundabout is needed to keep kids safe.

Please leave comments with meeting organizers or mail by May 15, 2026

Moore Engineering, Inc. - Attn: Dylan Dunn  
925 10th Ave E, West Fargo, ND 58078  
or email [Dylan.Dunn@mooreengineeringinc.com](mailto:Dylan.Dunn@mooreengineeringinc.com) with the subject line "Public Input Meeting - PCN 24475"





Public Input Meeting | April 30, 2026

HEU-8-992(055), PCN 24475  
Intersection Improvements - 9th St W & 52nd Ave W  
West Fargo, ND

NAME: James Steven Derringer  
ADDRESS: 910 Ashley Dr. W, West Fargo, ND 58078  
PHONE: 859-583-5417



Submit your questions online!

Please provide comments:

Most of the presentation was focused of traffic flow and vehicle  
v. vehicle crashes, not childrens safety when crossing. This is  
putting the responsibility on the children not the driver. This  
shold be desolved. The 4 way stop has made an amazing  
development and worked greatly

Please leave comments with meeting organizers or mail by May 15, 2026

Moore Engineering, Inc. - Attn: Dylan Dunn  
925 10th Ave E, West Fargo, ND 58078  
or email [Dylan.Dunn@mooreengineeringinc.com](mailto:Dylan.Dunn@mooreengineeringinc.com) with the subject line "Public Input Meeting - PCN 24475"





Public Input Meeting | April 30, 2026

HEU-8-992(055), PCN 24475  
Intersection Improvements - 9th St W & 52nd Ave W  
West Fargo, ND

NAME: Whitney Streifel  
ADDRESS: 5248 8th Ct W WF ND 58078  
PHONE: 701-388-7428



Submit your questions online!

Please provide comments:

This area is not a typical intersection. It is heavily used by young pedestrians, many of whom cross independently before & after school. Children, especially younger ones, have more difficulty judging speed, distance, and driver intent. A roundabout introduces continuous traffic flow and multiple crossing points, which can make it more challenging for children to safely navigate compared to a traditional controlled intersection. Additionally, during peak school hours, traffic volume significantly increases, creating a complex and potentially overwhelming environment for both drivers and pedestrians. Without clear stopping points, drivers may be less likely to yield consistently, increasing the risk to children crossing the roadway. → OVER →

Please leave comments with meeting organizers or mail by May 15, 2026

Moore Engineering, Inc. - Attn: Dylan Dunn  
925 10th Ave E, West Fargo, ND 58078  
or email Dylan.Dunn@mooreengineeringinc.com with the subject line "Public Input Meeting - PCN 24475"



The Safety of our children should be top priority in any traffic planning decision. This proposed

This proposed design does not adequately account for the unique risks associated with a high-volume school crossing area.

We strongly urge decision-makers to reconsider this proposal and explore safer alternatives, such as signalized crossings, crossing guards or other traffic control measure that provide clear, predictable stopping patterns and enhanced pedestrian protection.

Whitney Strayfel



Public Input Meeting | April 30, 2026

HEU-8-992(055), PCN 24475  
Intersection Improvements - 9th St W & 52nd Ave W  
West Fargo, ND

NAME: Stacy Wang  
ADDRESS: 950 Albert Dr. W West Fargo, ND 58078  
PHONE: 701-330-3328



Submit your questions online!

Please provide comments:

Safety is and will always be the most important aspect to any project. You will not convince a parent that a full stop is not safer than a roundabout where traffic does not stop. I have witnessed drivers daily that race into and out of roundabouts to beat other vehicles. Roundabouts have been touted as improving traffic flow however I sit longer in the roundabout at 52nd Ave/Sheyenne roundabout than I do at the 4 way stop.

Please leave comments with meeting organizers or mail by May 15, 2026

Moore Engineering, Inc. - Attn: Dylan Dunn  
925 10th Ave E, West Fargo, ND 58078  
or email [Dylan.Dunn@mooreengineeringinc.com](mailto:Dylan.Dunn@mooreengineeringinc.com) with the subject line "Public Input Meeting - PCN 24475"





Public Input Meeting | April 30, 2026

HEU-8-992(055), PCN 24475  
Intersection Improvements - 9th St W & 52nd Ave W  
West Fargo, ND

NAME: Jason Lange  
ADDRESS: 1206 Jill Dr. W  
PHONE: 701-388-0987



Submit your questions online!

Please provide comments:

I have concerns regarding child safety when crossing the intersection w/respect to a traffic circle vs. the current 4-way stop. With zero accidents at the current 4-way stop and concerns over the potential for confusion over crossing and continuous traffic flow creating a hazard to pedestrians, particularly children age 12 and under. Understanding the complexity of the issue w/respect to future funding and warrants for the 4-way stop, but taking into consideration pedestrian safety, I do not support this project at this time. There are a lot of questions that do not have data as well as conflicting and contentious information being put out w/regard to future traffic projections in the area as it pertains to 52nd and the potential for westward expansion.  
Please leave comments with meeting organizers or mail by May 15, 2026  
cont. on back.

Moore Engineering, Inc. - Attn: Dylan Dunn  
925 10th Ave E, West Fargo, ND 58078

or email Dylan.Dunn@mooreengineeringinc.com with the subject line "Public Input Meeting - PCN 24475"



The overwhelming sentiment at the meeting was that a traffic circle presented an unknown, but perceived safety risk to the children attending Legacy elementary school of transiting to Dakota Park. While there was discussion about traffic flow, primarily from the city engineer's office, addressing concerns about <sup>vehicle</sup> traffic flow when high volumes of pedestrian traffic is present in the crosswalks was minimally addressed with prompting. Additionally, the circle as presented was revealed to contain safety features are non-concurred by the DOT, according to discussion late in the meeting after a large number of personnel left; particular items are: single crossing on the west side which has much lower traffic, flashing warnings for pedestrians crossing, and slip lanes to ease traffic flow. This presents a greater safety concern as if we support the safest version of the traffic circle, there is no guarantee we will receive any of those additional safety features. I would prefer to have a much better idea of what the final project scope would be before even considering supporting it. It is my sincere recommendation to postpone any movement on this project until more details can be provided on the final scope.



Public Input Meeting | April 30, 2026

HEU-8-992(055), PCN 24475  
Intersection Improvements - 9th St W & 52nd Ave W  
West Fargo, ND

NAME: Sam miranda  
ADDRESS: 5762 Bob Dr W West Fargo ND 58078  
PHONE: 7013028285



Submit your questions online!

Please provide comments:

This roundabout is a terrible idea. I sat here on 4/30 and listened to engineers argue against our concerns for safety. They talked about "data" - and how data supports this roundabout - what about stakeholder data? We don't want this! Zero accidents since the 4 way stop - I don't want to hear about how it's a 4 way stop they won't get funding. My kids' lives are not less important than your funding.  
Listen to The people.

Please leave comments with meeting organizers or mail by May 15, 2026

Moore Engineering, Inc. - Attn: Dylan Dunn  
925 10th Ave E, West Fargo, ND 58078  
or email [Dylan.Dunn@mooreengineeringinc.com](mailto:Dylan.Dunn@mooreengineeringinc.com) with the subject line "Public Input Meeting - PCN 24475"





Public Input Meeting | April 30, 2026

HEU-8-992(055), PCN 24475  
**Intersection Improvements - 9th St W & 52nd Ave W  
West Fargo, ND**

NAME: Steven Potter  
ADDRESS: 5750 Deb Drive West  
PHONE: 701-866-4268



Submit your questions online!

Please provide comments:

*I don't approve of this roundabout project for multiple reasons. The most important by far is children's safety. I have read a few pedestrian safety studies involving roundabouts, and could find none that discussed children's safety. The University of Tenn. Eng. Dept. & University of N.C. Eng. Dep. both have studies I came across that directly said there was not enough pedestrian safety data. Right now the intersection has 0 accidents. According to the WFPD, every roundabout they looked at had accidents in them. No roundabout! It's crazy we have to have this fight again in only 2 years!*

Please leave comments with meeting organizers or mail by May 15, 2026

Moore Engineering, Inc. - Attn: Dylan Dunn  
925 10th Ave E, West Fargo, ND 58078  
or email [Dylan.Dunn@mooreengineeringinc.com](mailto:Dylan.Dunn@mooreengineeringinc.com) with the subject line "Public Input Meeting - PCN 24475"





Public Input Meeting | April 30, 2026

HEU-8-992(055), PCN 24475  
Intersection Improvements - 9th St W & 52nd Ave W  
West Fargo, ND

NAME: Chris Johnson  
ADDRESS: 5770 DeB DR W  
PHONE: 701-570-2652



Submit your questions online!

Please provide comments:

I do not want this project for the Roundabout. The information provided by the city was all about the relationship between warranted & unwarranted 15 money. The city will or will not receive grant money - no matter what the community said about safety, it was not heard. I, part of the community, does not believe the Roundabout is safer than the 4 way stops. We have. In addition, we would like to see more signage, IE / paint on the road to identify crosswalks. I don't want the Roundabout!

Please leave comments with meeting organizers or mail by May 15, 2026

Moore Engineering, Inc. - Attn: Dylan Dunn  
925 10th Ave E, West Fargo, ND 58078

or email Dylan.Dunn@mooreengineeringinc.com with the subject line "Public Input Meeting - PCN 24475"





Public Input Meeting | April 30, 2026

HEU-8-992(055), PCN 24475  
Intersection Improvements - 9th St W & 52nd Ave W  
West Fargo, ND

NAME: Loren Danson  
ADDRESS: 5770 Deb Dr w. West Fargo  
PHONE: 701-570-4529



Submit your questions online!

Please provide comments:

I (we) do not want this roundabout!  
I am a teacher in WF District & a parent ~~is~~ for legacy. Children are not paying attention at cars moving @ them. At a 4way stop cars stop. At a roundabout they are moving.  
The mayor talked about people rolling through 4 way. In a roundabout they don't stop ever.  
You keep worrying about car to car. What about car to child.  
The wilds do not want this. Wait & get more studies that are current.

Please leave comments with meeting organizers or mail by May 15, 2026

Moore Engineering, Inc. - Attn: Dylan Dunn  
925 10th Ave E, West Fargo, ND 58078

or email Dylan.Dunn@mooreengineeringinc.com with the subject line "Public Input Meeting - PCN 24475"



Wait!

Subject: Statement of Opposition - 9th Street W & 52nd Ave W Intersection Improvements

STATEMENT OF OPPOSITION — PROPOSED ROUNDABOUT  
9th Street W & 52nd Ave W | Improvement District 2288

I, Kendra Evans, of 5702 Deb Dr W West Fargo, ND 58078 hereby submit this formal statement in opposition to the proposed roundabout until the following sections have been fully addressed, verified, and publicly posted on the City’s official website for review.

1. REQUESTS (WRITTEN RESPONSE REQUIRED)

- Posting of the official Agenda for the April 30 meeting on the City website.
- Written identification of project scope, funding structure, and responsible beneficiaries, and exactly how the proposed homeowner’s portion of “\$990,600 and Interest” will be distributed to each of the ~1,027 addresses (assumed in this project).
- Full transparency on prioritization (school, pedestrian, current traffic, future traffic for church & westward expansion) and corresponding cost allocation to each.
- Clarification of why Improvement District 2288 is not consistently listed across official City resources.

2. EXISTING CONDITIONS

- A prior roundabout was not implemented following homeowner opposition.
- The intersection currently operates as a four-way stop with flashing red LED control installed by the City and is in place and functioning.
- No single City source publicly provides:
  - o Required threshold for replacement of the existing control.
  - o Direct comparison of current vs. proposed performance.

3. INFORMATION GAP

- The project is identified as Improvement District 2288.
- Not listed on the City “Current Projects” page as of 04/26/2026.
- Yet is referenced separately under project page 1355.

Result: Public information is fragmented across multiple sources, requiring residents to locate and reconcile information independently.

Reference:

- <https://westfargond.gov/1443/Current-Projects>
- <https://westfargond.gov/1355/9th-Street-W-and-52nd-Ave-W-Roundabout-P>

4. TRANSPARENCY REQUEST

- Maintain and publish a running total of homeowner responses (support and opposition) on the City website, without disclosure of names, addresses, or personally identifiable information.

This submission is made for formal record and requires written response. No meetings or phone calls.

Respectfully submitted,  
Property Owner / City of West Fargo Voter  
Kendra Evans  
5702 Deb Dr W  
West Fargo, ND 58078



Good evening,

**Everyone seeks the same outcome:**

1. Children first.
2. Pedestrians second.
3. Traffic flow last.

Safety should come first. Not construction.

Even though construction is not scheduled until 2028, decisions are being made now — which is why we are asking for postponement until the next Mayor and Commission are seated.

With that, approximately 1,130 properties near this intersection, roughly 2,260 voters, are aligned with a simple priority:

- We are seeking three city commissioners to vote to postpone this roundabout until the next Mayor and Commission are seated.
- Commissioner Anderson stated, *“My stance on this project hasn’t changed though, I’m not in favor of the roundabout... I do consider resident/stakeholder feedback when items come up.”*
- Given this, what is required to secure two additional votes to postpone this proposal?

**This is not a typical intersection:**

- As documented, *“this area is heavily used by young pedestrians, many of whom cross independently before and after school.”*
- Children do not judge speed, distance, or driver intent like adults.

**Current observed conditions:**

- The City has installed a four-way stop — it is *functioning and reduces the speed to zero for safety.*
- We currently have severely faded crosswalks and a vehicle stop-line that is nearly impossible to see, especially for drivers unfamiliar with this unique intersection.
- We are also missing a required eastbound 15 MPH school zone sign.

At the same time, homeowners are being informed that **\$990,600 plus interest** will be distributed across homeowner properties near this intersection. These properties

represent about 11% of the city's parcels — yet carry 100% of the homeowner-assessed portion.

**Public project schedule and funding:**

- Engineer's Report — Estimated June 2026.
- Environmental Document — Fall 2026.
- Design — Fall 2026 to Spring 2027.
- Construction — 2028.
  
- Total Project Cost — \$3.5 Million.
- HSIP Funding (2028) — \$2.0 Million.
- Remaining funding — Local (to be determined by the City Commission).

**The ask:**

A recorded, publicly posted City Commission meeting — focused strictly on safety — to evaluate all options, including:

1. School crossing guards.
2. School busing options.
3. Rapid flashing beacon crosswalk systems already used in this neighborhood.
4. Raised crosswalks.
5. Relocating radar-speed-signs closer to the intersection.
6. Pavement markings, such as "SCHOOL" or "SCHOOL ZONE".
7. Correcting the faded crosswalk and vehicle stop-line visibility, and
8. All other safety options.

**In closing:**

1. Children first.
2. Pedestrians second.
3. Traffic flow last.

**Given all of this:**

What is needed to secure two additional votes to postpone this proposal?

Thank you.

---

**From:** Alanna Zeller <[akayzeller@hotmail.com](mailto:akayzeller@hotmail.com)>

**Sent:** Monday, April 27, 2026 4:46 PM

**To:** Tina M. Fisk <[Tina.Fisk@westfargond.gov](mailto:Tina.Fisk@westfargond.gov)>; City Auditor <[City.Auditor@westfargond.gov](mailto:City.Auditor@westfargond.gov)>

**Subject:** Special Assessment Notice of Opposition - Improvement District No. 2288

**Notice of Opposition to Special Assessment**

**Improvement District No. 2288**

**City of West Fargo**

To the Special Assessment Commission:

I am writing to formally submit my opposition to the special assessment associated with Improvement District No. 2288 for installing a roundabout at the intersection of 53rd Ave & 9th St W.

As a property owner within the district, I have concerns regarding both the necessity of the proposed improvement and its potential impact on safety, particularly for children traveling to and from the nearby school.

First, I question whether the construction of a roundabout at this location is necessary given the current traffic control measures. The existing four-way stop appears to be functioning effectively in managing traffic flow and supporting safe pedestrian crossing. Based on my observations, there has not been a demonstrated need that justifies the cost of this proposed change.

Second, I have significant concerns regarding pedestrian safety. While roundabouts can improve traffic flow, they may introduce confusion for both drivers and pedestrians who are unfamiliar with how to navigate them. I am not convinced that replacing a clearly understood four-way stop with a roundabout will enhance safety; in fact, it may increase risk during the transition period and beyond.

Finally, I believe the financial burden associated with this assessment is not justified given the concerns outlined above. The cost does not appear proportional to the benefit, particularly if the existing intersection is already operating safely and effectively.

For these reasons, I respectfully request that the Commission reconsider the necessity of this improvement and the associated assessment. I also ask that this objection be entered into the official record for Improvement District No. 2288.

Sincerely,

Alanna Zeller

5272 8<sup>th</sup> Ct W

West Fargo, ND 58078-5020

[akayzeller@hotmail.com](mailto:akayzeller@hotmail.com)

Alexa Derosier  
5493 Lori Ln W  
West Fargo ND 58078

[alexaderosier4@gmail.com](mailto:alexaderosier4@gmail.com) 6053805213

**MESSAGE:**

I have concerns about the proposed roundabout at 52nd & 9th. This area is not a typical intersection. It is primarily used by elementary aged pedestrians, many of whom cross independently before and after school. A roundabout introduces continuous traffic flow and multiple crossing points, which can make it more challenging for young children to safely navigate compared to a traditional controlled intersection. We all know how drivers speed through roundabouts without stopping and without proper attention to pedestrians. I think this intersection needs to be a forced stop (whether the current 4 way stop or a traffic light) to allow for safety of the elementary students crossing here. Thank you.

**From:** Amanda Priebe <[afirkins1958@gmail.com](mailto:afirkins1958@gmail.com)>  
**Sent:** Thursday, April 30, 2026 7:23 PM  
**To:** City Auditor <[City.Auditor@westfargond.gov](mailto:City.Auditor@westfargond.gov)>  
**Subject:** Roundabout Objection

Good evening,

Everyone seeks the same outcome:

1. Children first.
2. Pedestrians second.
3. Traffic flow last.

Safety should come first. Not construction.

Even though construction is not scheduled until 2028, decisions are being made now — which is why we are asking for postponement until the next Mayor and Commission are seated.

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- Commissioner Anderson stated, “My stance on this project hasn’t changed though, I’m not in favor of the roundabout... I do consider resident/stakeholder feedback when items come up.”
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- We are also missing a required 15 MPH school zone sign eastbound.

At the same time, homeowners are being informed that \$990,600 plus interest will be distributed across homeowner properties near this intersection. These properties represent about 11% of the city's parcels — yet carry 100% of the homeowner-assessed portion.

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6. Pavement markings, such as “SCHOOL” or “SCHOOL ZONE”.
7. Correcting the faded crosswalk and vehicle stop-line visibility, and
8. All other safety options.

In closing:

1. Children first.
2. Pedestrians second.
3. Traffic flow last.

Given all of this:

What is needed to secure two additional votes to postpone this proposal?

Thank you.

Amanda Firkins

1107 55th Ave W, West Fargo, ND 58078

# Contact a City Commissioner - Bernie Dardis

04/27/2026 8:48 PM (CDT)

## Contact a City Commissioner - Bernie Dardis

The following contact form is for general inquires, questions, or for those seeking information. If you would like to make an official request for records, please visit <https://westfargond.justfoia.com/publicportal/home/newrequest>

First Name	Brittany
Last Name	Knutson
Address	1042 Ashley Dr W
City	West Fargo
State	ND
Zip Code	58078
Email Address	Brittanybrendmoen143@yahoo.com

**Message**

STATEMENT OF OPPOSITION — PROPOSED ROUNDABOUT  
9th Street W & 52nd Ave W | Improvement District 2288

I, Brittany (Brendmoen) Knutson, of 1042 Ashley Dr W, hereby submit this formal statement in opposition to the proposed roundabout until the following sections have been fully addressed, verified, and publicly posted on the City’s official website for review.

**1. REQUESTS (WRITTEN RESPONSE REQUIRED)**

- Posting of the official Agenda for the April 30 meeting on the City website.
- Written identification of project scope, funding structure, and responsible beneficiaries, and exactly how the proposed homeowner’s portion of “\$990,600 and Interest” will be distributed to each of the ~1,027 addresses (assumed in this project).
- Full transparency on prioritization (school, pedestrian, current traffic, future traffic for church & westward expansion) and corresponding cost allocation to each.
- Clarification of why Improvement District 2288 is not consistently listed across official City resources.

**2. EXISTING CONDITIONS**

- A prior roundabout was not implemented following homeowner opposition.
- The intersection currently operates as a four-way stop with flashing red LED control installed by the City and is in place and functioning.
- No single City source publicly provides:
  - o Required threshold for replacement of the existing control.
  - o Direct comparison of current vs. proposed performance.

**3. INFORMATION GAP**

- The project is identified as Improvement District 2288.
- Nor listed on the City “Current Projects” page as of 04/26/2026.
- Yet is referenced separately under project page 1355.

Result: Public information is fragmented across multiple sources, requiring residents to locate and reconcile information independently.

Reference:

- <https://westfargond.gov/1443/Current-Projects>
- <https://westfargond.gov/1355/9th-Street-W-and-52nd-Ave-W-Roundabout-P>

#### 4. TRANSPARENCY REQUEST

- Maintain and publish a running total of homeowner responses (support and opposition) on the City website, without disclosure of names, addresses, or personally identifiable information.

This submission is made for formal record and requires written response. No meetings or phone calls.

Respectfully submitted,  
Property Owner / City of West Fargo Voter  
Brittany (Brendmoen) Knutson, 1042 Ashley Dr W

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# Contact - Engineering

05/05/2026 6:36 PM (CDT)

## Contact - Engineering Department

The following contact form is for general inquires, questions, or for those seeking information.

If you would like to make an official request for records, please visit

<https://westfargond.justfoia.com/publicportal/home/newrequest>

First Name	Cheryl
Last Name	SEVERSON
Address	4536 TENTH STREET WEST
City	WEST FARGO
State	North Dakota
Zip Code	58078
Phone Number	7016300043
Email Address	cseverson83@gmail.com

### Message

I am contacting you to express my objections to the proposed roundabout at 9th Street West and 52nd Avenue West, adjacent to Legacy Elementary. Improvement District No. 2288.

I want to begin by acknowledging that roundabouts are widely recognized by the Federal Highway Administration as an effective tool for reducing severe vehicle crashes. However, best practice in transportation planning is to evaluate context-specific risk, particularly where vulnerable users—like children—are involved.

#### 1. Existing Conditions Show High Pedestrian Exposure

According to the City's own traffic study:

- Nearly 100 pedestrians cross this intersection during the peak afternoon hour
- The intersection directly serves an elementary school, concentrating young, inexperienced pedestrians

This is not a typical arterial intersection—it is a high-density child crossing environment, which requires the highest level of control and predictability.

#### 2. Vehicle Speeds Are Already in a Risk Range

Data from the same study shows:

- Average vehicle speeds of 33 to 45 mph through the intersection

This is significant because:

- Pedestrian fatality risk increases sharply above ~30 mph
- Even with a roundabout, approach speeds and exit acceleration remain concerns—

#### 3. Documented Crash Activity Along the Corridor

While intersection-specific crash totals are not publicly summarized in one dataset, recent incident reports along 52nd Ave S show a consistent pattern of injury crashes, including:

- Multiple injury crashes reported in 2025 alone along the 52nd Ave corridor

This indicates:

- The corridor already experiences conflict and crash activity under current conditions

- Introducing a design that relies on yield behavior instead of full stops may not address the underlying risk factors

#### 4. Peak Congestion + School Traffic = Compounded Risk

This intersection experiences:

- School drop-off and pick-up surges
- Turning movements, buses, and distracted drivers
- High pedestrian volumes concentrated in short time windows

Roundabouts are designed for continuous flow, but school zones require:

- Intermittent full control of traffic
- Clear, enforceable right-of-way for pedestrians

#### 5. Safety Trade-Off: Vehicle Severity vs. Pedestrian Conflict

It is accurate that roundabouts:

- Reduce severe vehicle-to-vehicle crashes

However, the trade-off is:

- Increased reliance on driver yielding compliance
- More complex pedestrian decision-making

For adults, this may be manageable. For children, it introduces measurable risk.

#### 6. Operational Constraints Limit Safer Alternatives—but That Matters

The City has noted that:

- The intersection does not meet warrants for a traffic signal
- Installing one could risk significant state funding

That constraint is real—but it does not eliminate the need to:

- Match the design to actual user risk, not just funding eligibility

Currently:

##### 1. There is a Lack of transparent intersection crash totals

“The NDDOT does collect detailed crash data, but intersection-level summaries for this location are not publicly published. Obtaining a complete crash history requires purchasing individual reports or requesting internal datasets.”

##### 2. What the City has disclosed (and hasn't)

- The City cites speed (33–45 mph) and ~100 pedestrians/hour
- But does not publish a 3–5 year crash total for the intersection

Despite presenting speed and pedestrian volume data, the project materials do not include a published multi-year crash history for the intersection.

##### 3. Why that matters (policy-level argument)

Transportation best practice (FHWA, AASHTO) typically requires:

- Crash frequency
- Crash severity
- Crash type (angle, turning, pedestrian-involved)

to justify design decisions.

Without a clearly presented multi-year crash analysis—especially pedestrian-related crashes—it is difficult to evaluate whether the proposed design addresses the actual safety risks at this location.

In Conclusion

The data shows this intersection has:

- High pedestrian volume (~100 per hour at peak)
- Vehicle speeds in a dangerous range (33–45 mph)
- Documented crash activity along the corridor

Those factors, combined with the presence of elementary-age children, create a high-risk environment where predictability and full traffic control are critical.

Roundabouts may reduce certain types of crashes, but they also:

- Depend on yielding behavior
- Introduce continuous traffic flow
- Increase complexity for the most vulnerable users

For this specific location, the evidence supports prioritizing designs that create clear stopping conditions and protected pedestrian crossings, even within existing regulatory constraints.

Finally, for adjacent neighborhoods, the primary financial impact of the proposed roundabout is not a change in our tax rates, but the imposition of special assessments—which, as you know are uncapped, project-specific charges added directly to property tax bills. Based on similar projects in the region, these costs can

reach tens of thousands of dollars per household over time.

- “This shifts cost burden onto a small group of homeowners”
- “Special assessments are not capped like general taxes”
- “Residents near the intersection bear disproportionate financial impact”

While the city has not published a final assessment schedule for this specific roundabout, similar infrastructure projects in the Fargo–West Fargo area commonly result in:

- \$10,000 – \$40,000+ per residential property (spread over years)
- Monthly impact often:
  - o ~\$50–\$200/month depending on financing terms

West Fargo carries tens of millions of dollars in municipal debt, much of it tied to special assessment bonds used to finance infrastructure. While not all of this debt is repaid through general taxation, it still represents a significant financial obligation that is often shifted directly onto adjacent property owners.

---

**From:** [Cheryl Severson](#)  
**To:** [Dylan Dunn](#)  
**Subject:** Improvement District No. 2288.  
**Date:** Tuesday, May 5, 2026 6:49:10 PM

You don't often get email from cseverson83@gmail.com. [Learn why this is important](#)

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Regards,

Cheryl Severson

Marlin R Lien  
5446 Lori Ln W.  
West Fargo, ND. 58078

CERTIFIED MAIL



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**Retail**



58078

U.S. POSTAGE  
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MAY 08, 2026

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**RDC 99**

**Office of Mayor, and Office of  
President – Board of City  
Commissioners – Bernie Dardis**  
2515 6th Street E  
West Fargo, North Dakota 58078

**URGENT**

**SAFETY NOTICE**

**LEGACY ELEMENTARY STUDEN**

DocuSign Envelope ID: D6F3766B-1DF5-83CC-81A1-E41290C18856

**To:** Office of Mayor, and Office of President of Board of City Commissioners (Bernie Dardis)  
**CC:** Office(s) of City Commissioner Rory Jorgensen, Commissioner Amy Zundel, Commissioner Brad Olson, Commissioner Roben Anderson; Sr. Director of Community and Development Services – Dan Hanson, PE; and City Engineer – Jerry Wallace, PE.; Office of City of West Fargo Attorney – Katie Schmidt; Office of Legacy Elementary Principle – Meghan Nelson; and Office of West Fargo Public School District Superintendent – Beth Slette.

**From:** Marlin R Lien

**Date:** 05/06/2026

**Control Doc.** RA222260820US-05.44

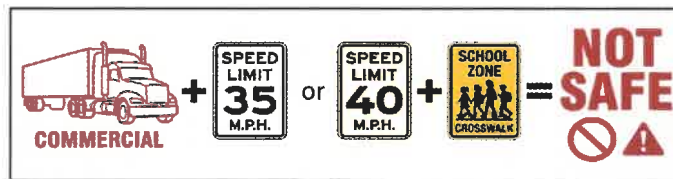
**Certified No.** 9589071052702179101134, 9589071052702179101141, 9589071052702179101196

**Tracking No.** 9590940289034064750415, 9590940289034064750422, 9590940289034064750439

**Subject:** Legacy Elementary Children’s Safety — 52<sup>nd</sup> Ave and 9th St W intersection



**URGENT SAFETY NOTICE:** Legacy Elementary School Children Face Immediate Risk—**ACTION IS REQUIRED NOW.**



**Priority / Urgent**

Legacy Elementary Children’s Safety — 52nd Ave and 9th St W Intersection



**Priority / Urgent**

Legacy Elementary Children's Safety — 52nd Ave and 9th St W Intersection

# PUBLIC INPUT MEETING

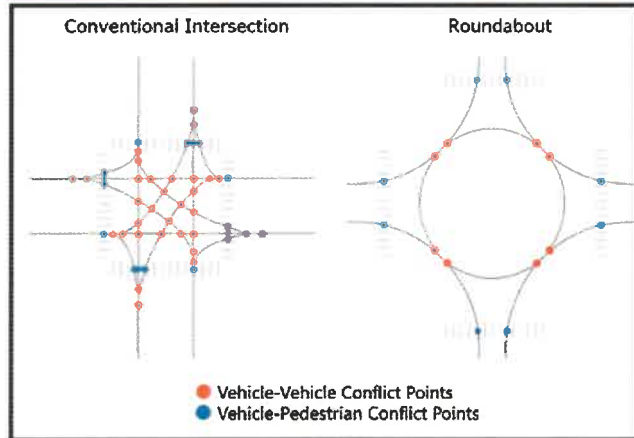
Intersection Improvements - 9th St W & 52nd Ave W - West Fargo, ND

## BENEFITS OF A ROUNDABOUT

- Fewer Conflict Points
- Reduces speed
- Less delays
- Fewer Crashes
- Lower Maintenance
- Physical barriers forces drivers to stay alert
- Shorter / Separated Pedestrian Crossings

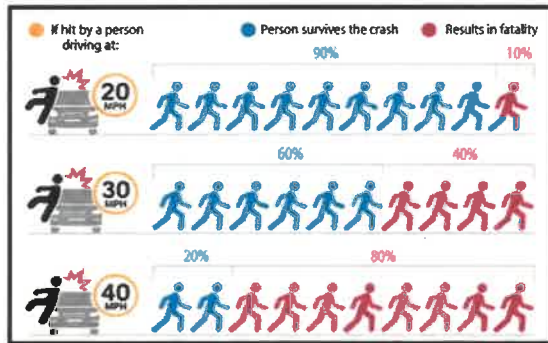
## DISADVANTAGES

- Higher initial cost
- Less familiar intersection
- Larger land requirement



**SCAN ME:**

Learn more about this project



**Priority / Urgent**

Legacy Elementary Children's Safety — 52nd Ave and 9th St W Intersection

# PUBLIC INPUT MEETING

*Intersection Improvements - 9th St W & 52nd Ave W - West Fargo, ND*

## PROJECT NEED

Traffic studies indicate the intersection is expected to exceed capacity in the future, leading to significant delays during the morning and evening peak periods. While it does not currently meet warrants for a four-way stop or a traffic signal, there is an ongoing safety concern: elementary school children regularly cross 52nd Avenue at this location and must rely on drivers to yield.

## PROJECT PROPOSED IMPROVEMENTS

A roundabout is proposed to improve traffic operations while maintaining and enhancing pedestrian safety. Lanes on the east side will add capacity to the intersection and provide more efficient traffic flow. The pedestrian crossing of 52nd Avenue will be consolidated to the west side where traffic volumes are lower by removing the east-side crossing.



### PROJECT SCHEDULE

**Engineer's Report** - Estimated June 2026  
**Environmental Document** - Fall 2026  
**Design** - Fall 2026 to Spring 2027  
**Construction** - 2028

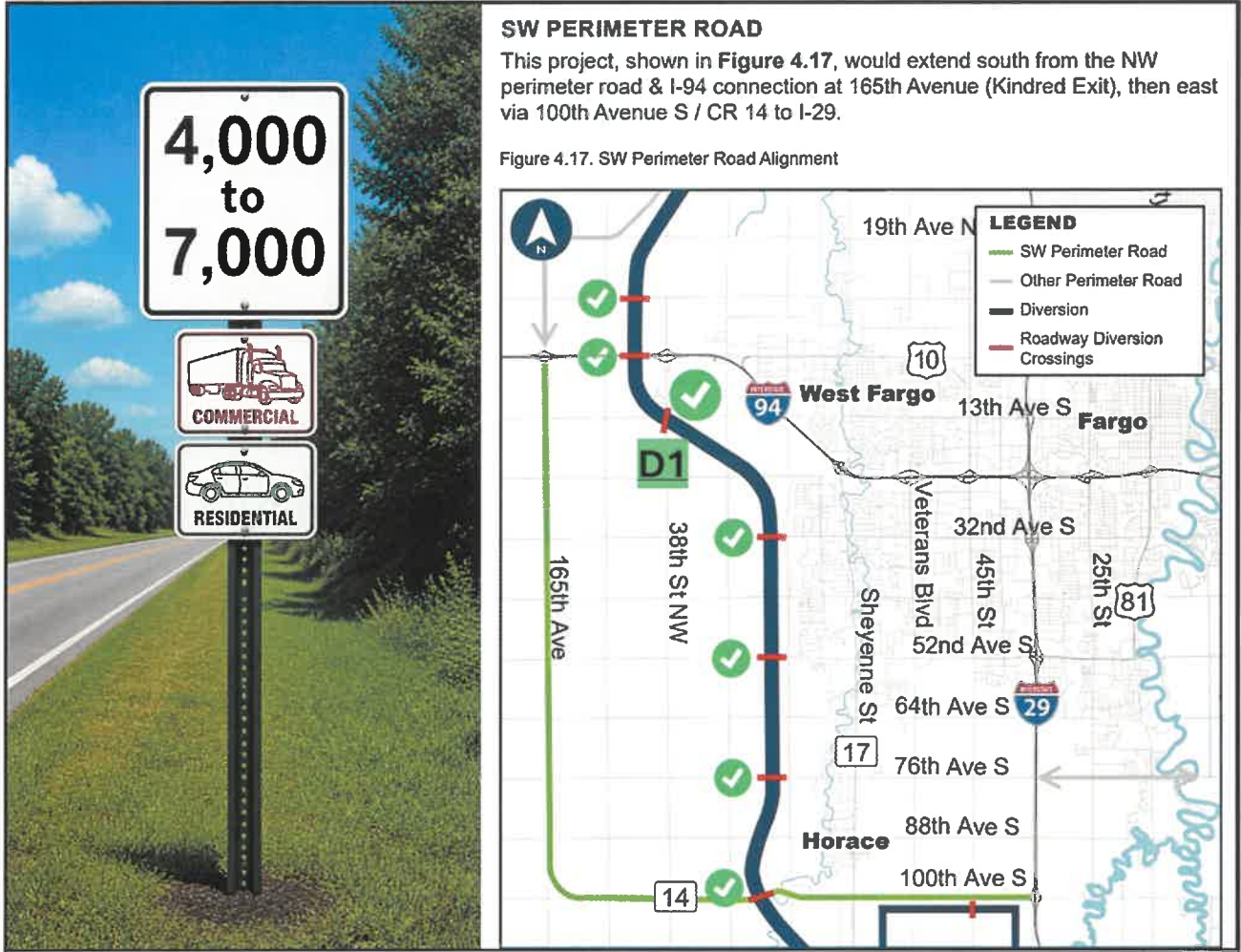
### PROJECT COST & FUNDING

**Total Project Cost** - \$3.5 Million  
**2028 HSIP Funding** - \$2.0 Million  
 The remainder to be paid with local funds - City Commission to determine funding source



**Priority / Urgent**

Legacy Elementary Children's Safety — 52nd Ave and 9th St W Intersection



Although freeway-level speed limits (70 mph) increased the draw of traffic to the perimeter roads in the TDM, the overall cost of grade-separating arterial connections outweigh regional travel benefits of a freeway-type perimeter road facility. Because of this, the perimeter roads were modeled at 55 - 65 mph in rural areas. Due to existing constraints, speeds near Interstate connection points and through urban areas were reduced to current speed limits. Speeds, roadway capacity, and forecasted volumes are detailed in **Table 4.2**.

Table 4.2. Perimeter Road Forecast Summary

Quadrant	Facility	Speeds (mph)	2045 AADT (in 1000s)
NW	2-Lane	55 - 65	4 - 6
NE	2-Lane <sup>A</sup>	35 - 55	5 - 8
SE	2-Lane <sup>A</sup>	35 - 55	8 - 17
SW	2-Lane	55 - 65	4 - 7 <sup>B</sup>

<sup>A</sup>NE and SE ring routes will have portions of 4-Lane roadways (i.e. existing MN 336 alignment)

<sup>B</sup>Daily forecasts just west of I-29: 10,000 - 12,000

**Priority / Urgent**

Legacy Elementary Children’s Safety — 52nd Ave and 9th St W Intersection

Dear **Office of the Mayor** (Hon. Bernie Dardis); **Office of the President**, Board of City Commissioners (Hon. Bernie Dardis); **Office of the Principal**, Legacy Elementary School (Hon. Meghan Nelson); and **Office of the Superintendent**, West Fargo Public School District (Hon. Beth Slette):

I respectfully bring to your Office(s) an **urgent matter** involving **elementary children’s safety** at 52nd Ave & 9th St W, where the ‘duty’ to protect elementary school children requires careful consideration and responsible oversight to ensure these concerns are fully evaluated and addressed.

Based on presented information, referenced project documentation, and on-the-ground review, this proposed roundabout is being advanced as part of a **broader regional corridor framework** and is likely to proceed independent of adjacent homeowner approval.

This **intersection** is being positioned to accommodate **increased traffic speeds**, future **commercial semi-truck** volumes, and function as an **east–west arterial** connection serving multiple cities, with projected **West I-94 Bypass traffic** estimated at approximately 4,000 to 7,000 vehicles, a portion of which is expected to route through this corridor.

This is part of a phase rollout for Fargo/Moorhead involving the METROCOG, North Dakota DOT, Minnesota Department of Transportation, Cass County, Clay County, Cities of Moorhead, Fargo, and West Fargo, and NDSU Upper Great Plains Transportation Institute, all of which began on **September 15, 2021** at the Project Kickoff.



**Priority / Urgent**

Legacy Elementary Children’s Safety — 52nd Ave and 9th St W Intersection

Activity westward toward our development is advancing, with newly constructed bridges completed and an unfinished yet navigable West I-94 Bypass that can be driven today via a combination of two-lane pavement and graded gravel, with limited exceptions. These observations, together with documented projections, indicate that the overall corridor project is steadily advancing and that **our area is being developed to connect into it**, as further evidenced by the seven (7) completed bridge segments. At the Public Input Meeting (HEU-8-992(055), PCN 24475) held on April 30, 2026 meeting, Mayor Bernie Dardis stated, **“Developers—who requested anonymity—have already requested the extension of water and sewer services westward.”**

This is a preliminary snapshot and **not a complete** set of available documentation. Corrections or clarifications are welcome; this analysis was assembled from multiple websites, as I was unable to locate a single authoritative public repository of documentation.

In light of the information presented during the April 30, 2026 Public Input Meeting, and after the **request to pause** the roundabout for a **focused school safety review** was made **three (3) times** without a definitive response from the City, I am left with two (2) options.

1. Join others in opposition;
- OR
2. Recognizing the above may not result in a pause, carefully consider Mr. Dardis’s statement at the meeting—**“If there is already approved Federal funding, it will most likely be approved.”** I will focus my full efforts on requiring that all related meetings and proceedings be publicly recorded and made available on the City website within 48 hours to ensure a complete, transparent, and verifiable public record in support of elementary children’s safety.

**CONDITIONAL APPROVAL**

Following the 4/30/2026 Public Meeting, I now speak only for myself. You now have my full support and vote, **conditional upon the following two (2) items:**

1. A **working meeting** is scheduled within the next 30 calendar days, focusing solely on **increasing elementary children’s safety at this intersection**. A collaborative session (City, School District, Legal, and Parents) to identify and implement viable safety solutions.
2. That **\$0.00 of the approximately \$1,000,000 projected homeowner cost** (including any additional implemented safety measures) be special assessed to any homeowner within or near District 2288.

**Priority / Urgent**

Legacy Elementary Children’s Safety — 52nd Ave and 9th St W Intersection

## **PRIORITY**

1. **Elementary children’s safety first.**
2. Pedestrians second.
3. Traffic flow third.

## **FORMAL REQUEST**

**I FORMALLY REQUEST ON THE RECORD** that the Office of the Mayor, jointly with the Office of the President of the Board of City Commissioners, lead a non-biased, open, collaborative, and **working meeting** solely on elementary children and pedestrian safety.

## **SESSION REQUIREMENTS**

- Safety-only scope;
- Live-streamed, recorded, and posted on the City website within 48 hours;
- Full presence of West Fargo City Commission members and City Engineering;
- Presence of West Fargo School District leadership and parents;
- Presence of the Office of West Fargo City Attorney, the Hon. Katie Schmidt, to address any legal questions that may arise during the session.

## **Suggested Agenda Items:**

Each item will be evaluated for feasibility, timeline, and effectiveness.

1. Overhead walkway;
2. Underground tunnel;
3. Crossing guards;
4. Rapid flashing beacon crosswalk systems;
5. Pavement markings such as “SCHOOL” or “SCHOOL ZONE”;
6. Raised crosswalks or speed tables;
7. Relocation of radar speed signs closer to the intersection;
8. All other safety options, including relocating the current eastbound 52nd Ave “15 mph when children are present” sign closer to the intersection; as of today, no vehicle turning onto 52nd Ave from 10th St N will see this specific sign.

The Public Input Meeting presentation identified pedestrian safety, specifically school children crossing, as a primary concern. Elementary children do not judge speed, distance, or driver intent in the same manner as adults as stated by the parents at the meeting. The City’s official project page identifies safety and traffic operations as primary drivers for the proposed roundabout, reinforcing that elementary children’s safety must remain the gating condition prior to advancement. See link below.

<https://www.westfargond.gov/1355/9th-Street-W-and-52nd-Ave-W-Roundabout-P>

**Priority / Urgent**

Legacy Elementary Children’s Safety — 52nd Ave and 9th St W Intersection

Page 8 of 17

This aligns directly with the priority established in this request:

**Elementary children’s safety first.** Pedestrians second. Traffic flow third.

- Kickoff Meeting (SRC #1 – Project Kickoff): **09-15-2021**
- Public Input Meeting: **04-30-2026**
- Elapsed time from kickoff to Parent’s input: **1,688 days (4.62 years)**
- The project was reinitiated in February 2026, with construction anticipated in 2028, indicating an active and advancing project timeline.
- The project phasing diagrams presented show staged closures and traffic redirection immediately adjacent to Legacy Elementary School during both construction and final operation, while the City’s project materials indicate that the City Commission will determine whether the project proceeds into design, reinforcing that a dedicated safety-focused working session should occur prior to any advancement decision.

Given the projected traffic scale and function of this intersection as a corridor connection point adjacent to an elementary school, the preceding actions are required prior to any approval or advancement, with elementary children’s safety as the gating condition.

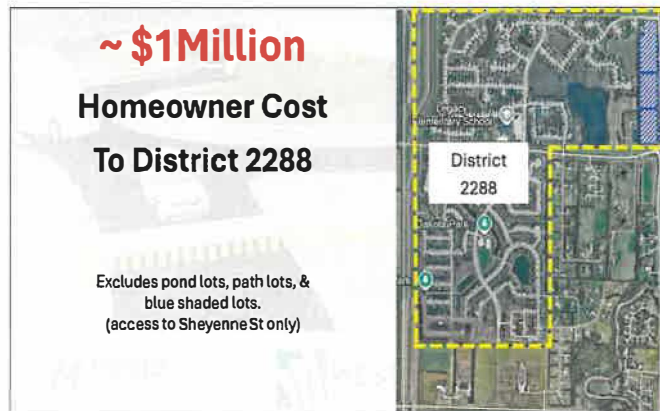
**SPECIAL ASSESSMENT POSITION**

Based on:

1. Regional traffic demands tied to the METROCOG Southwest Corridor Project;
2. Federal, State, and Metro planning coordination, and
3. The function of this corridor beyond neighborhood-level use,

I FORMALLY STATE ON THE RECORD:

- **\$0.00 of the approximately \$1,000,000 projected cost** should be special assessed to any homeowner within or near District 2288.
- This project serves a broader regional transportation function extending beyond the local residential parcels. Assigning cost burden to adjacent homeowners is not aligned with the scale, purpose, or projected use of this infrastructure.



**Priority / Urgent**

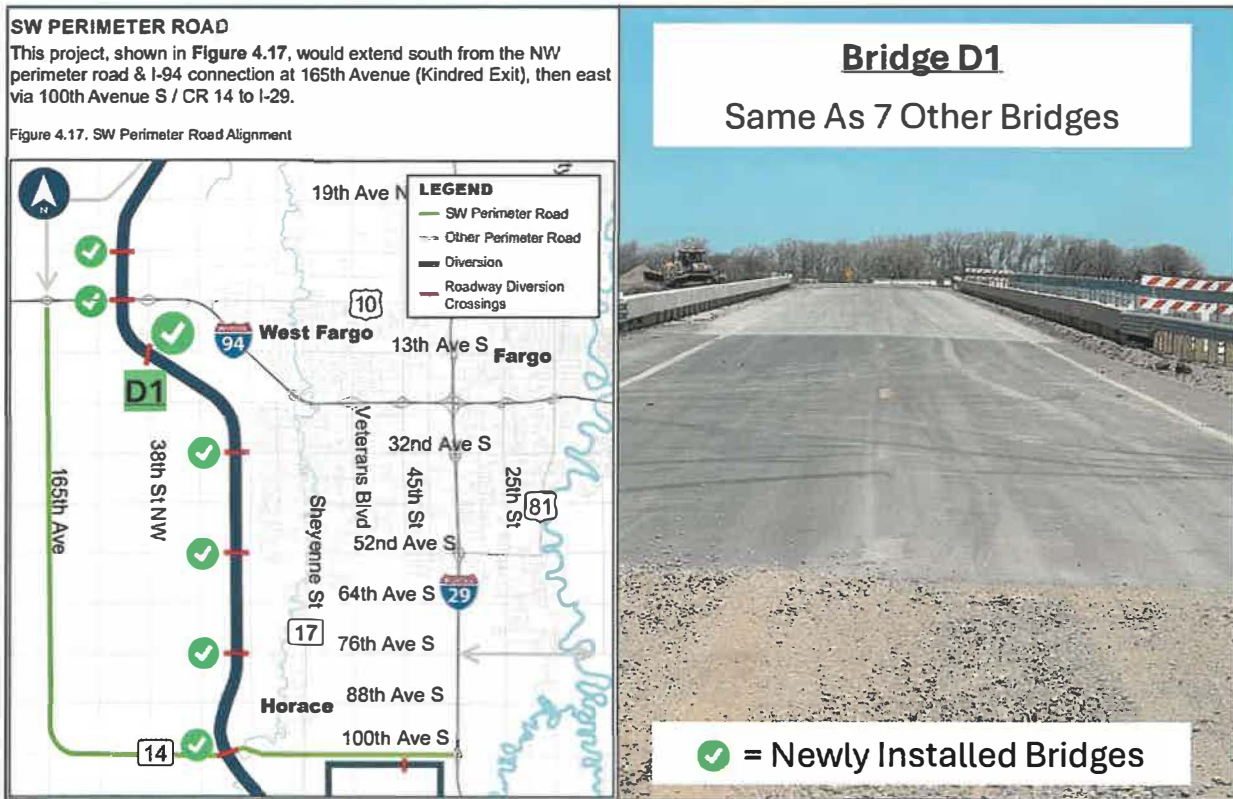
Legacy Elementary Children’s Safety — 52nd Ave and 9th St W Intersection

**POSITION CHANGE**

Thank you for the April 30, 2026 Public Input Meeting at Legacy Elementary. I now understand the broader framework driving the proposed roundabout necessity and its implementation — with or without adjacent homeowner approval.

It was not the three (3) direct attempts to request a delay for additional discussion regarding elementary children’s safety that went unanswered by the City at the meeting, but rather the defining moment was recognizing not one (1), but two (2) **commercial semi-trucks** in the proposed roundabout rendering. That detail clearly demonstrated the intended scale and function, which led me to question the longer-term plan.

That led me to explore further. During this review, I observed a newly constructed **bridge** south of Exit 342 on I-94 (now 7 of 7), labeled as **D-1**, directing traffic southward toward our development—the same type of bridge as newly installed east–west routes on 32nd Ave and 52nd Ave—as well as a professionally surveyed and graded gravel roadway corridor consistent with an active roadway development process.



**Priority / Urgent**

Legacy Elementary Children’s Safety — 52nd Ave and 9th St W Intersection

**SITE COMPARISON (Elementary Children’s Safety Relevance)**

- The roundabouts referenced by the City at the meeting as examples of safety are not comparable to the proposed roundabout;
- The **Brooks Harbor Elementary** roundabout is located within a low-volume residential setting, with a smaller footprint and a standard 25mph street environment, is not a current or future major City arterial roadway, and does not experience regular commercial semi-truck traffic.



**Priority / Urgent**

Legacy Elementary Children’s Safety — 52nd Ave and 9th St W Intersection

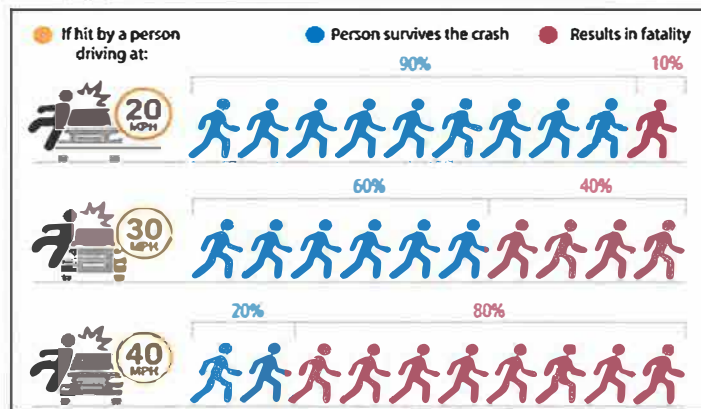
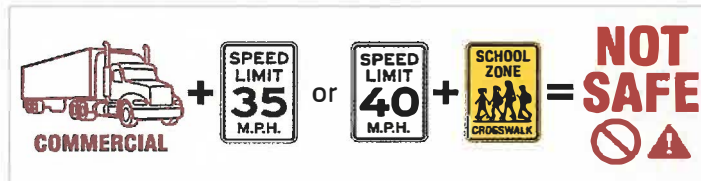
- Likewise, the **Freedom Elementary** roundabout reflects a similar residential design, with 25mph north-south traffic flow and 35mph east-west traffic flow, including traffic-calming features such as a raised crosswalk speed table;



**Priority / Urgent**

Legacy Elementary Children’s Safety — 52nd Ave and 9th St W Intersection

- The **52nd Ave / 9th St W proposed roundabout** will function as a higher-volume arterial connection designed to accommodate increased throughway traffic, including commercial vehicles, and reflects a higher-speed operating environment;
- These differences in roadway function, traffic composition, and operating speed—together with the **City’s repeated reference** at the April 30 meeting to **pedestrian crash severity at 40mph**—indicate that the proposed roundabout serves a materially different traffic environment than the residential examples presented, directly impacting elementary children’s safety.



**Priority / Urgent**

Legacy Elementary Children’s Safety — 52nd Ave and 9th St W Intersection

After examining multiple websites, I discovered the following:

- **Valley News Live** – May 5, 2023 – “Projected traffic volumes for the proposed perimeter highway indicate it would be one of the **most heavily traveled corridors in Cass County**. You can read the whole study proposal under the news tab of our website.”
  1. <https://www.valleynewslive.com/2023/05/05/new-highway-bypass-could-be-coming-fargo-moorhead/#>
  2. [https://www.dot.nd.gov/divisions/ets/RFPs/docs/1704/West%20Metro%20Perimeter%20Highway%20Study%20RFP\\_Final.pdf](https://www.dot.nd.gov/divisions/ets/RFPs/docs/1704/West%20Metro%20Perimeter%20Highway%20Study%20RFP_Final.pdf)



- **METROCOG** – ‘Final 2026-2029 Transportation Improvement Program (TIP) – dated September 2025 – 552-pages (with full appendices)  
[https://www.fmmetroco.org/application/files/3717/5927/0602/Final\\_2026-2029\\_TIP\\_20250925\\_Full.pdf](https://www.fmmetroco.org/application/files/3717/5927/0602/Final_2026-2029_TIP_20250925_Full.pdf)

**Priority / Urgent**

Legacy Elementary Children’s Safety — 52nd Ave and 9th St W Intersection

- **METROCOG** – ‘Final 2026-2029 Transportation Improvement Program (TIP) – dated September 2025 – 218-pages  
[https://www.fmmetrocog.org/application/files/3517/5927/0471/Final\\_2026-2029\\_TIP\\_20250925.pdf](https://www.fmmetrocog.org/application/files/3517/5927/0471/Final_2026-2029_TIP_20250925.pdf)
- **METROCOG** – ‘Interstate Operations Study & Plan for Future Improvements – final report’ – dated July 2023 – 65 pages  
[https://www.fmmetrocog.org/application/files/8616/8928/0001/IOS\\_Final\\_Report.pdf](https://www.fmmetrocog.org/application/files/8616/8928/0001/IOS_Final_Report.pdf)
- **METROCOG** – ‘West Metro Perimeter Highway Study\_Request for Proposal (RFP), Project No. 2023-208’ – dated April 2023 – 27 pages  
[https://www.dot.nd.gov/divisions/ets/RFPs/docs/1704/West%20Metro%20Perimeter%20Highway%20Study%20RFP\\_Final.pdf](https://www.dot.nd.gov/divisions/ets/RFPs/docs/1704/West%20Metro%20Perimeter%20Highway%20Study%20RFP_Final.pdf)
- **METROCOG** (Fargo-Moorhead Metropolitan Council of Governments) – The Metro COG TIP includes projects funded by the US Department of Transportation (USDOT) and its associated administrations. The Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) provide funding for roadways and trails, and public transit projects respectively. <https://www.fmmetrocog.org/TIP>



**Priority / Urgent**

Legacy Elementary Children’s Safety — 52nd Ave and 9th St W Intersection

- Fargo-Moorhead Metropolitan Council of Governments - Metro 2050 – dated April 2025 – 167 pages**  
[https://fmmetrocog.org/application/files/2117/4552/6504/Metro2050\\_no\\_Appendix\\_r\\_202504.pdf](https://fmmetrocog.org/application/files/2117/4552/6504/Metro2050_no_Appendix_r_202504.pdf)

**Street Typologies** (Fargo-West Fargo Parking & Access Requirement Study)

<p><b>Regional Arterial.</b> Act as a secondary alternative and direct connection to the Interstate system, serving large traffic volumes with highly controlled/limited interruptions.</p>	<p><b>Regional Arterial.</b> Act as a secondary alternative and direct connection to the Interstate system, serving large traffic volumes with highly controlled/limited interruptions.</p>
<p><b>Commercial Arterial.</b> Act as gateways, connecting people from Fargo, West Fargo, and the wider region to the area's major destinations.</p>	<p><b>Commercial Arterial.</b> Act as gateways, connecting people from Fargo, West Fargo, and the wider region to the area's major destinations.</p>
<p><b>Mixed Use Arterial.</b> Act as cross-town links and business corridors where people live, shop, dine, and work while supplying parking to support economic activity.</p>	<p><b>Mixed Use Arterial.</b> Act as cross-town links and business corridors where people live, shop, dine, and work while supplying parking to support economic activity.</p>
<p><b>Mixed Use Collector.</b> Connect residents from their neighborhoods to commercial nodes and corridors and are critical in enabling economic activity.</p>	
<p><b>Residential Collector.</b> Connect neighborhoods and link residents with important facilities like libraries, schools and parks.</p>	
<p><b>Mixed Use Neighborhood.</b> Provide pedestrian safety and comfort over the majority of cars.</p>	
<p><b>Residential Neighborhood.</b> Connect residents to each other and serve as shared space for neighbors to socialize and play.</p>	

Source: Fargo/West Fargo Parking & Access Study 120

**In closing, I FORMALLY STATE ON THE RECORD AND REQUEST:**

1. A **working public session** is scheduled within the next 30 calendar days, focusing solely on **increasing elementary children’s safety at this intersection**. A collaborative session (City, School District, Legal, and Parents) to identify and implement viable safety solutions.
2. That **\$0.00 of the approximately \$1,000,000 projected homeowner cost** (including any additional implemented safety measures) be special assessed to any homeowner within or near District 2288.

Respectfully submitted,  
Office of.

**Enclosure:** Public Input Meeting Feedback Card

**Priority / Urgent**

Legacy Elementary Children’s Safety — 52nd Ave and 9th St W Intersection



**Public Input Meeting | April 30, 2026**

HEU-8-992(055), PCN 24475  
**Intersection Improvements - 9th St W & 52nd Ave W  
West Fargo, ND**

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_



*Submit your  
questions online!*

**Please provide comments:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please leave comments with meeting organizers or mail by May 15, 2026**

Moore Engineering, Inc. - Attn: Dylan Dunn  
925 10th Ave E, West Fargo, ND 58078  
or email [Dylan.Dunn@mooreengineeringinc.com](mailto:Dylan.Dunn@mooreengineeringinc.com) with the subject line "Public Input Meeting - PCN 24475"



**Priority / Urgent**

Legacy Elementary Children's Safety — 52nd Ave and 9th St W Intersection

# Contact a City Commissioner - Bernie Dardis

04/29/2026 3:35 PM (CDT)

## Contact a City Commissioner - Bernie Dardis

The following contact form is for general inquires, questions, or for those seeking information.

If you would like to make an official request for records, please visit

<https://westfargond.justfoia.com/publicportal/home/newrequest>

First Name	Faith
Last Name	Carr
Address	5522 8th Street West
City	West Fargo
State	ND
Zip Code	58078
Phone Number	2175213647
Email Address	facarr13@gmail.com

**Message**

Today, my husband and I are once again submitting formal opposition to the roundabout proposed at the intersection of 52nd Ave W and 9th Street in West Fargo. The arguments we present to you have not changed. We oppose this project because we do not believe it is necessary for our neighborhood, nor is it a financially responsible use of the money you are attempting to collect from homeowners affected by increasing assessments as well as municipal funds. A four-way stop sign has been in place since November of 2023 and effectively controls traffic and safety at the intersection. No additional action or changes are needed. I have attached the email sent to the appropriate individuals stating the grounds for our objections when the Proposed assessments for this project were first opened for public discussion in October of 2023. Nothing has changed. The assessments we pay on top of our property taxes are already excessive. Thank you for listening. Please cancel the proposal.

Sincerely, Faith and James Carr, 5522 8th St. W. West Fargo, 58078

Faith Carr <facarr13@gmail.com> Oct 16, 2023, 2:05 PM to city.auditor, James, me  
 To: Dustin Scott, City Administrator, West Fargo Special Assessment  
 Commission and City of West Fargo, City Auditor 800 Fourth Ave. E. West Fargo, ND  
 58078 From: Faith and James Carr, Residents of West Fargo 5522  
 8th St. W West Fargo, ND 58078 Facarr13@gmail.com/217-  
 532-3647

Original Email Date: October 16, 2023 Re: Presenting Objections to Proposed  
 Assessments regarding District No. 02-2276 Roundabout at 52nd Ave W and  
 9th St. Primary Objections: Proposed assessments, in addition to prior assessments

passed since the acquisition of our home in September 2020, have been increasing faster than the estimated percentage value of our property and properties adjacent to us in the Wilds Section 9. The regular property tax rate and the yearly assessment payments due result in a perceived property tax rate exceeding 6% of our assessed valuation. We are retired persons living on fixed incomes. When purchasing our home in 2020, we were made aware of the assessments owed on our home, but the assessments passed and proposed in just three years have increased the amount unpaid to date by 13%, which exceeds the present annual cost of living increase (5.9) by 9.8%. While we agree that traffic control systems need to be implemented for the safety of pedestrians, young children in particular, we oppose the idea of a roundabout and do not feel such would better ensure safer foot and bicycle traffic that occurs daily at that intersection. We attended a prior meeting of the city commission, during which the 9th Street corridor was discussed. At that time, all present at the meeting were informed that 9th Street had been redesignated from being classified as a major artery to another classification as it provides limited access to the Wilds, which is growing exponentially. The road was initially to provide a through-way to Horace. That said, the in-and-out traffic at 9th and 52 during primary commute hours to and from work and school is quite heavy. The number of K-6 grade school children who use that intersection daily is great. Whole classrooms walk across that intersection during warmer months for activities held off of school grounds at Dakota Park. We live behind the park and witness this activity every fall and spring. As a retired classroom teacher, crossing a class of 25-30 students safely through a roundabout would be nearly impossible. We've witnessed near misses of children crossing the intersection on bicycles in front of moving traffic. Stop and Go lights are needed at the 52nd and 9th Street intersection or at least a 4-way stop. A roundabout, which in theory might create a steadier flow of traffic, will, in fact, pose a greater danger to children who are not at the age of wisdom to discern the speed and stopping distance required of multi-ton moving vehicles. Children are easily distracted and often don't pay attention. We respectfully submit our argument against this proposal. We feel a roundabout on the edge of a residential street across from an elementary school is unsafe and is poor planning.

Respectfully, Faith Carr and Jim Carr

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# Contact a City Commissioner - Bernie Dardis

04/28/2026 11:37 AM (CDT)

## Contact a City Commissioner - Bernie Dardis

The following contact form is for general inquires, questions, or for those seeking information.

If you would like to make an official request for records, please visit

<https://westfargond.justfoia.com/publicportal/home/newrequest>

First Name	Jean
Last Name	Boll
Address	5268 8th CT W
City	West Fargo
State	ND
Zip Code	58078
Phone Number	3202505687
Email Address	black_dragon_72@hotmail.com

**Message**

STATEMENT OF OPPOSITION — PROPOSED ROUNDABOUT  
 9th Street W & 52nd Ave W | Improvement District 2288  
 I, (Jean Boll), of (5268 8th CT W, West Fargo), hereby submit this formal statement in opposition to the proposed roundabout until the following sections have been fully addressed, verified, and publicly posted on the City’s official website for review.

1. REQUESTS (WRITTEN RESPONSE REQUIRED)

- Posting of the official Agenda for the April 30 meeting on the City website.
- Written identification of project scope, funding structure, and responsible beneficiaries, and exactly how the proposed homeowner’s portion of “\$990,600 and Interest” will be distributed to each of the ~1,027 addresses (assumed in this project).
- Full transparency on prioritization (school, pedestrian, current traffic, future traffic for church & westward expansion) and corresponding cost allocation to each.
- Clarification of why Improvement District 2288 is not consistently listed across official City resources.

2. EXISTING CONDITIONS

- A prior roundabout was not implemented following homeowner opposition.
- The intersection currently operates as a four-way stop with flashing red LED control installed by the City and is in place and functioning.
- No single City source publicly provides:
  - o Required threshold for replacement of the existing control.
  - o Direct comparison of current vs. proposed performance.

3. INFORMATION GAP

- The project is identified as Improvement District 2288.
- Nor listed on the City “Current Projects” page as of 04/26/2026.
- Yet is referenced separately under project page 1355.

Result: Public information is fragmented across multiple sources, requiring residents to locate and reconcile information independently.  
 Reference:

- <https://westfargond.gov/1443/Current-Projects>
- <https://westfargond.gov/.../9th-Street-W-and-52nd-Ave-W...>

#### 4. TRANSPARENCY REQUEST

- Maintain and publish a running total of homeowner responses (support and opposition) on the City website, without disclosure of names, addresses, or personally identifiable information.

This submission is made for formal record and requires written response. No meetings or phone calls.

Respectfully submitted,  
Property Owner / City of West Fargo Voter  
(Jean Boll, 5268 8th CT W, West Fargo)

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# Contact a City Commissioner - Bernie Dardis

04/27/2026 8:44 PM (CDT)

## Contact a City Commissioner - Bernie Dardis

The following contact form is for general inquires, questions, or for those seeking information.

If you would like to make an official request for records, please visit

<https://westfargond.justfoia.com/publicportal/home/newrequest>

First Name	Kaleb
Last Name	Knutson
Address	1042 Ashley Dr W
City	West Fargo
State	ND
Zip Code	58078
Email Address	kaleb_knutson@yahoo.com

**Message**

STATEMENT OF OPPOSITION — PROPOSED ROUNDABOUT  
9th Street W & 52nd Ave W | Improvement District 2288

I, Kaleb Knutson, of 1042 Ashley Dr W, hereby submit this formal statement in opposition to the proposed roundabout until the following sections have been fully addressed, verified, and publicly posted on the City’s official website for review.

**1. REQUESTS (WRITTEN RESPONSE REQUIRED)**

- Posting of the official Agenda for the April 30 meeting on the City website.
- Written identification of project scope, funding structure, and responsible beneficiaries, and exactly how the proposed homeowner’s portion of “\$990,600 and Interest” will be distributed to each of the ~1,027 addresses (assumed in this project).
- Full transparency on prioritization (school, pedestrian, current traffic, future traffic for church & westward expansion) and corresponding cost allocation to each.
- Clarification of why Improvement District 2288 is not consistently listed across official City resources.

**2. EXISTING CONDITIONS**

- A prior roundabout was not implemented following homeowner opposition.
- The intersection currently operates as a four-way stop with flashing red LED control installed by the City and is in place and functioning.
- No single City source publicly provides:
  - o Required threshold for replacement of the existing control.
  - o Direct comparison of current vs. proposed performance.

**3. INFORMATION GAP**

- The project is identified as Improvement District 2288.
- Nor listed on the City “Current Projects” page as of 04/26/2026.
- Yet is referenced separately under project page 1355.

Result. Public information is fragmented across multiple sources, requiring residents to locate and reconcile information independently.

Reference:

- <https://westfargond.gov/1443/Current-Projects>
- <https://westfargond.gov/1355/9th-Street-W-and-52nd-Ave-W-Roundabout-P>

#### 4. TRANSPARENCY REQUEST

- Maintain and publish a running total of homeowner responses (support and opposition) on the City website, without disclosure of names, addresses, or personally identifiable information.

This submission is made for formal record and requires written response. No meetings or phone calls.

Respectfully submitted,  
Property Owner / City of West Fargo Voter  
Kaleb Knutson, 1042 Ashley Dr W

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## Contact a City Commissioner - Bernie Dardis

04/29/2026 8:38 PM (CDT)

### Contact a City Commissioner - Bernie Dardis

The following contact form is for general inquires, questions, or for those seeking information.

If you would like to make an official request for records, please visit

<https://westfargond.justfoia.com/publicportal/home/newrequest>

<b>First Name</b>	Kent
<b>Last Name</b>	Redekopp
<b>Address</b>	5118 11th St W
<b>City</b>	West Fargo
<b>State</b>	ND
<b>Zip Code</b>	58078
<b>Phone Number</b>	7014040262
<b>Email Address</b>	Kentredkopp@hotmail.com
<b>Message</b>	I am a resident of West Fargo and am strongly opposed to proposal for any new roundabout on 52nd Ave. Also stop adding more SPECIALS that further financially the people of West Fargo and their families. Phone me anytime.

## Contact a City Commissioner - Bernie Dardis

04/29/2026 8:07 PM (CDT)

### Contact a City Commissioner - Bernie Dardis

The following contact form is for general inquires, questions, or for those seeking information.

If you would like to make an official request for records, please visit

<https://westfargond.justfoia.com/publicportal/home/newrequest>

<b>First Name</b>	Kent
<b>Last Name</b>	Redekopp
<b>Address</b>	5118 11th St W
<b>City</b>	West Fargo
<b>State</b>	Nd
<b>Zip Code</b>	58078
<b>Phone Number</b>	7014040262
<b>Email Address</b>	Kentredkopp@hotmail.com
<b>Message</b>	I am completely against any and all new or additional roundabouts on 52nd St. I am specifically referring to proposal 2288. STOP INCREASE OUR SPECIALS!!!!

## Contact a City Commissioner - Amy Zundel

Submission Time: 04/26/2026 8:05 PM (CDT)

Lisa Necastro

5855 Deb Dr W

West Fargo ND 58078

[Lmnecastro@gmail.com](mailto:Lmnecastro@gmail.com) 3305187810

### **MESSAGE:**

**STATEMENT OF OPPOSITION — PROPOSED ROUNDABOUT 9th Street W & 52nd Ave W | Improvement District 2288** We, Brian and Lisa Necastro, of 5855 Deb Dr W, hereby submit this formal statement in opposition to the proposed roundabout until the following sections have been fully addressed, verified, and publicly posted on the City’s official website for review. 1. **REQUESTS (WRITTEN RESPONSE REQUIRED)** • Posting of the official Agenda for the April 30 meeting on the City website. • Written identification of project scope, funding structure, and responsible beneficiaries, and exactly how the proposed homeowner’s portion of “\$990,600 and Interest” will be distributed to each of the ~1,027 addresses (assumed in this project). • Full transparency on prioritization (school, pedestrian, current traffic, future traffic for church & westward expansion) and corresponding cost allocation to each. • Clarification of why Improvement District 2288 is not consistently listed across official City resources. 2. **EXISTING CONDITIONS** • A prior roundabout was not implemented following homeowner opposition. • The intersection currently operates as a four-way stop with flashing red LED control installed by the City and is in place and functioning. • No single City source publicly provides: o Required threshold for replacement of the

existing control. o Direct comparison of current vs. proposed performance.

**3. INFORMATION GAP** • The project is identified as Improvement District 2288. • Not listed on the City “Current Projects” page as of 04/26/2026. • Yet is referenced separately under project page 1355. Result: Public information is fragmented across multiple sources, requiring residents to locate and reconcile information independently. Reference: •

<https://westfargond.gov/1443/Current-Projects> • <https://westfargond.gov/1355/9th-Street-W-and-52nd-Ave-W-Roundabout-P>

**4. TRANSPARENCY REQUEST** •

Maintain and publish a running total of homeowner responses (support and opposition) on the City website, without disclosure of names, addresses, or personally identifiable information. This submission is made for formal record and requires written response. No meetings or phone calls.

Respectfully submitted, Property Owner / City of West Fargo Voter Brian and Lisa Necastro 5855 Deb Dr W West Fargo, ND 58078

## Contact a City Commissioner - Amy Zundel

Submission Time: 04/27/2026 8:38 PM (CDT)

Lucas Grothmann  
5771 Deb Dr West  
West Fargo ND 58078

[lucasmgrothmann@gmail.com](mailto:lucasmgrothmann@gmail.com) 218-371-6008

### **MESSAGE:**

**Good Evening Commissioner, I hope this message finds you well. I am contacting you in regards to the 9th and 52nd roundabout that has been purposed. I just wanted to say I am very much against it happening. Our neighborhood is also against it. I have spoke with so many in the neighborhood and no one has really been for it. I have loved West Fargo and in specific our neighborhood. We moved here in 2019 and it has been so great. It is a great area and neighborhood. It has a small town feel with big city amenities. We also were so lucky when we moved in because of where the housing market was at the time. We now are somewhat being forced to make some interesting decisions because of where things have gone. That is also why I am writing because this project is not only unnecessary, it also is putting a lot more on the residents of this area. I am sure that probably doesn't matter to you all but I could be wrong. But this is a great area already as is and their are great people in this neighborhood. This is a decision that sends ripples. Please listen to your people. We all wanna stay in the neighborhood we love and the city we love. This project is all about the safety concerns but I run in the area 5 days a week and in fact cross that intersection 5 days a week, I can honestly say I have never had any incidents**

**ever. So the safety thing is really not a reason to change anything because the roundabout has been more of a problem for me when I am out on my runs. I just ask you listen to the people who have helped elected you and make a good sound choice. God Bless and take care**

# Contact a City Commissioner - Bernie Dardis

04/27/2026 7:50 PM (CDT)

## Contact a City Commissioner - Bernie Dardis

The following contact form is for general inquires, questions, or for those seeking information.

If you would like to make an official request for records, please visit

<https://westfargond.justfoia.com/publicportal/home/newrequest>

First Name	Lucas
Last Name	Grothmann
Address	5771 Deb Drive West
City	West Fargo
State	ND
Zip Code	58078
Phone Number	218-371-6008
Email Address	lucasgrothmann@gmail.com

**Message**  
Good Evening Mayor, My name is Lucas Grothmann and I would like to reach out to raise concern over the purposed 9th and 52nd roundabout. I firmly oppose this project. We moved in to the area in 2019 and have loved our neighborhood. It gives a real small town feel with the big city amenities. We love our neighbors and have seen some move but for the most part the neighborhood has stayed in tact. Our mortgage has been raised year over year and I can understand that currently. But to add a project that is unnecessary right and honestly is not going to do what you want out of it is strange. The people of this neighborhood do not want it and absolutely do not want to fund it. I ask you please listen to the people of your city, I know we ultimately do not matter when it comes to these decisions but I will definitely say that when decisions like this are made without listening to people it has a ripple affect. Our family loves it here and I do not want to be slowly forced out because of decisions such as these. I hope this message finds you well and I do believe in you making the right decision. God bless

**From:** Moriah Anderson <[moriah.anderson25@gmail.com](mailto:moriah.anderson25@gmail.com)>  
**Sent:** Sunday, April 26, 2026 7:01 PM  
**To:** Amy Zundel <[amy.zundel@westfargond.gov](mailto:amy.zundel@westfargond.gov)>  
**Subject:** Opposition of round about 9th st and 52nd Ave

## STATEMENT OF OPPOSITION — PROPOSED ROUNDABOUT 9th Street W & 52nd Ave W | Improvement District 2288

I, Moriah Anderson of 938 Albert Dr. W west fargo,nd, 58078 hereby submit this formal statement in opposition to the proposed roundabout until the following sections have been fully addressed, verified, and publicly posted on the City's official website for review.

### 1. REQUESTS (WRITTEN RESPONSE REQUIRED)

- Posting of the official Agenda for the April 30 meeting on the City website.
- Written identification of project scope, funding structure, and responsible beneficiaries, and exactly how the proposed homeowner's portion of "\$990,600 and Interest" will be distributed to each of the ~1,027 addresses (assumed in this project).
- Full transparency on prioritization (school, pedestrian, current traffic, future traffic for church & westward expansion) and corresponding cost allocation to each.
- Clarification of why Improvement District 2288 is not consistently listed across official City resources.

### 2. EXISTING CONDITIONS

- A prior roundabout was not implemented following homeowner opposition.
- The intersection currently operates as a four-way stop with flashing red LED control installed by the City and is in place and functioning.
- No single City source publicly provides:
  - o Required threshold for replacement of the existing control.
  - o Direct comparison of current vs. proposed performance.

### 3. INFORMATION GAP

- The project is identified as Improvement District 2288.
- Not listed on the City "Current Projects" page as of 04/26/2026.
- Yet is referenced separately under project page 1355.

Result: Public information is fragmented across multiple sources, requiring residents to locate and reconcile information independently.

Reference:

- <https://westfargond.gov/1443/Current-Projects>
- <https://westfargond.gov/1355/9th-Street-W-and-52nd-Ave-W-Roundabout-P>

### 4. TRANSPARENCY REQUEST

- Maintain and publish a running total of homeowner responses (support and opposition) on the City website, without disclosure of names, addresses, or personally identifiable information.

This submission is made for formal record and requires written response. No meetings or phone calls.

Respectfully submitted,  
Moriah And Tanner Anderson / City of West Fargo Voter  
938 Albert dr. West  
West Fargo, nd, 58078

**From:** Nicholas Schulz <[n.schulzmn@gmail.com](mailto:n.schulzmn@gmail.com)>

**Sent:** Sunday, April 26, 2026 7:36 PM

**To:** City Auditor <[City.Auditor@westfargond.gov](mailto:City.Auditor@westfargond.gov)>; Roben Anderson <[Roben.Anderson@westfargond.gov](mailto:Roben.Anderson@westfargond.gov)>

**Subject:** Submission of opposition for special assessments and round about for the wilds

Subject: Statement of Opposition - 9th Street W & 52nd Ave W Intersection Improvements

STATEMENT OF OPPOSITION — PROPOSED ROUNDABOUT  
9th Street W & 52nd Ave W | Improvement District 2288

I, Nicholas Schulz, of 5514 Lori lane west Fargo nd 58078, hereby submit this formal statement in opposition to the proposed roundabout until the following sections have been fully addressed, verified, and publicly posted on the City’s official website for review.

1. REQUESTS (WRITTEN RESPONSE REQUIRED)

- Posting of the official Agenda for the April 30 meeting on the City website.
- Written identification of project scope, funding structure, and responsible beneficiaries, and exactly how the proposed homeowner’s portion of “\$990,600 and Interest” will be distributed to each of the ~1,027 addresses (assumed in this project).
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3. INFORMATION GAP

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Result: Public information is fragmented across multiple sources, requiring residents to locate and reconcile information independently.

Reference:

- <https://westfargond.gov/1443/Current-Projects>
- <https://westfargond.gov/1355/9th-Street-W-and-52nd-Ave-W-Roundabout-P>

#### 4. TRANSPARENCY REQUEST

- Maintain and publish a running total of homeowner responses (support and opposition) on the City website, without disclosure of names, addresses, or personally identifiable information.

This submission is made for formal record and requires written response. No meetings or phone calls.

Respectfully submitted,  
Property Owner / City of West Fargo Voter  
Nicholas Schulz 5514 Lori lane west Fargo

#### SUBMISSIONS TO CITY'S OFFICIAL WEBSITE

1. Mayor – Bernie Dardis
2. President of Board of City Commissioners – Bernie Dardis
3. Commissioner – Brad Olson
4. Commissioner – Roben Anderson
5. Commissioner – Amy Zundel
6. Commissioner – Rory Jorgensen

Mayor – Bernie Dardis  
President of Board of City Commissioners – Bernie Dardis  
<https://westfargond-city-of-west-fargo-general-city.app.transform.civicplus.com/forms/39303>

Commissioner – Brad Olson  
<https://westfargond-city-of-west-fargo-general-city.app.transform.civicplus.com/forms/39644>  
Commissioner – Roben Anderson  
<https://westfargond-city-of-west-fargo-general-city.app.transform.civicplus.com/forms/39645>

Commissioner – Amy Zundel  
<https://westfargond-city-of-west-fargo-general-city.app.transform.civicplus.com/forms/39646>

Commissioner – Rory Jorgensen  
<https://westfargond-contact-form-center-general-city.app.transform.civicplus.com/forms/39647>

City Commission Meeting Public Comment Sign Up  
<https://westfargond-city-of-west-fargo-general-city.app.transform.civicplus.com/forms/40252>

Nicholas Schulz

Dear Commissioners/City Officials,

My name is Pat Conroy. My wife and I live at 933 Albert Dr. W., near the Legacy School intersection at 52nd Ave. and West 9th St. While we understand why traffic circles may be safer in some situations, we are generally opposed to installing a traffic circle.

Our comments:

1. It seems to us that neighborhood children and their parents STILL will need to cross 9<sup>th</sup> St W, 52<sup>nd</sup> Avenue, or often both while walking to/from the elementary school if the circle is built. How is this any safer for them?
2. To the contrary, it may be more dangerous for kids going to school. Vehicles will no longer come to a full stop to look for children; instead they will only slow down a bit. That has to be less safe for walkers.
3. In news reports and letters from the city, we haven't seen any statistics about car accidents, vehicle/pedestrian accidents, etc., at the intersection. Has the situation gotten worse since the traffic circle project was paused? Have serious accidents risen? Have there been more vehicle/pedestrian accidents?
4. Nearly every weekday morning of the year, I drive through the intersection at 8:00 a.m. I cannot remember ever - EVER - seeing a police officer there. We think that patrolling the intersection would do a lot to ensure safety.
5. We have heard that certain government regulations may mandate a change to the intersection, or that the city might LOSE funds unless something different is done. Is this true? That strikes us as bad lawmaking which should be changed by legislators, not by spending more on an unneeded traffic circle.
6. Lastly, although it is getting off the point a little, the West Fargo special assessment costs just have to be slowed. They are unsustainable for us! We'd rather pay for more policing to obtain safer streets than for the traffic circle proposed.

Best regards,  
Mr./Mrs. P. J. Conroy

## Contact a City Commissioner - Amy Zundel

Submission Time: 04/16/2026 2:17 PM (CDT)

Tony Kuzma  
6122 Martin Ln W  
West Fargo ND 58078

[Anthony.Kuzma@mastec.com](mailto:Anthony.Kuzma@mastec.com) 7015660061

### **MESSAGE:**

**Good afternoon, This message is in regards to the proposed roundabout at 52nd and 9th. If the reason for concern is truly for our children's safety; putting a roundabout in this location will not create a safer environment for the children from what I found in just a few minutes of research it will only do the exact opposite. Picture yourself as a 1st grader crossing this intersection with your friends or worse by yourself and you have cars racing by moving in both directions now and your somehow supposed to navigate that? The only thing that a roundabout will do is increase the speed of traffic in the intersection as well as the amount of moving car's in this intersection, the fact this is back on the table for discussion is very concerning! I'll share a little information I found in my quick research you can share with the city engineers and/or whomever else should be seeing this to show roundabout do not help with pedestrian safety, please read the statement below carefully (from Journal of Safety Research Volume 94, September 2025, Pages 70-80) showing that roundabouts are not going to provide more safety for our children: "Roundabouts have been a successful traffic safety alternative to other intersection types, decreasing potential driver conflict points and severe crashes. To keep traffic flowing, drivers yield rather than stop when**

entering the roundabout, which has raised questions about the safety of pedestrians and bicyclists. Even if crosswalks are present, the absence of stop signs or traffic lights poses unique challenges for nonmotorized road users.” Now let’s go back to the K-5 graders, do YOU believe allowing cars to drive through roundabouts like a bunch of animals will make it safer for those K-5 graders than forcing every driver to stop and make sure no one is walking out in front of them? An intersection where drivers are forced to stop, look and then go when safe will always be safer than a roundabout I know that, you all know that. Please put a stop to this nonsense and do not install a roundabout at this location. There are other options to provide safe passage for this intersection a pedestrian bridge would work, I’ve seen this done numerous times and you can avoid the traffic lights and roundabouts. If people are really mad about waiting for 5 minutes to enter onto 52nd off of 9th (which is probably the longest I’ve ever waited there) than they are the ones who are/will be the problem when they can race through a roundabout like they all do at the 52nd and Sheyenne roundabout. Also I don’t want to be assessed for something that will NOT do what it is intended purpose is: protect children. If the concern is really children’s safety than bussing should be offered to kids south of 52nd and/or crossing guards should be used like they did when we were young and walking to school. Thank you for your concern on this matter and please do the right thing and stop this.

# Contact a City Commissioner - Bernie Dardis

04/29/2026 8:31 PM (CDT)

## Contact a City Commissioner - Bernie Dardis

The following contact form is for general inquires, questions, or for those seeking information.

If you would like to make an official request for records, please visit

<https://westfargond.justfoia.com/publicportal/home/newrequest>

First Name	Trista
Last Name	Johnson
Address	926 50th Ave. West
City	West Fargo
State	ND
Zip Code	58079
Phone Number	3202244940
Email Address	sunshine_eyes21@yahoo.com

**Message** Subject: Statement of Opposition - 9th Street W & 52nd Ave W Intersection Improvements

STATEMENT OF OPPOSITION — PROPOSED ROUNDABOUT  
9th Street W & 52nd Ave W | Improvement District 2288

I, Trista Johnson of 926 50th Ave. West West Fargo, ND hereby submit this formal statement in opposition to the proposed roundabout until the following sections have been fully addressed, verified, and publicly posted on the City’s official website for review.

Not only should these road improvement expenses be put on the builders for these neighborhoods. They are getting away with not investing in these neighborhoods to only make a profit.

A round about is not safe next to an elementary school. Have you ever let your 10 year old cross a round about after school by themselves. Would this give you peace of mind, no because drivers speed up in roundabouts & children are hard to see. This is not wise financially for these neighborhoods nor is it wise for safety.

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## Contact a City Commissioner - Amy Zundel

Submission Time: 04/16/2026 7:39 PM (CDT)

Ty Wadeson  
1010 Westport Parkway  
West Fargo ND 58078

[82lenol@gmail.com](mailto:82lenol@gmail.com)

### **MESSAGE:**

**Hi Amy hope the new job is going great. Still miss your chiropractic care. Now down to business. I am completely against the round a bout at 52 Ave and 9 St. I have lived here since 2008. A 4 way stop is the best thing that happened at that intersection. A round about is more dangerous for the kids to cross drivers have to look back for when to enter plus watch for kids. Cars don't slow down for them. Just park and watch the diving debacle at Co 17 and 52 Ave rush hour backs way up and it is a circus. A 4 way stop sign is the best option besides a traffic signal. Certain times of the year especially in the fall and spring is when the kids will be riding bikes and walking to school the sun is at a terrible angle and makes the round about even more dangerous. Think Sunrise and Sunset. We have to think about the age of kids crossing that intersection. K-5 grade age. Please use common sense. I would be at the meeting but will be out of town.**

**From:** [Diane McFarlane](#)  
**To:** [Dylan Dunn](#)  
**Cc:** [Diane McFarlane](#)  
**Subject:** Public Input Meeting - PCN 24475  
**Date:** Tuesday, May 5, 2026 8:10:10 PM

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You don't often get email from [dianeandmac@gmail.com](mailto:dianeandmac@gmail.com). [Learn why this is important](#)

Attn: Dylan Dunn

Regarding your call for input, please share my comments contained herein with the Commission, Mayor Dardis or those in the City of West Fargo Administration who will be making a final decision regarding the proposal to construct a roundabout at the current 4-way stop intersection located at 9th St W and 52nd Ave in West Fargo. I am a resident in the Wilds Community which is across the street from Legacy Elementary School where that intersection is located. On April 30th, I attended a public meeting which was held at Legacy Elementary School where we heard a presentation by Moore Engineering, Inc. regarding the proposed plans to construct a roundabout at that intersection. In addition, residents of the community were given the opportunity to ask questions and provide comments regarding that proposal. Thanks to Mayor Dardis for taking the time to attend that meeting and it was evident from the engineers' briefing that they have done a quite a bit of hard work to develop the roundabout proposal. However, the key issue that a majority of residents in attendance expressed and felt strongly about was the concern for safety of the pedestrians and school children who would be crossing the road where the proposed circle would be constructed in place of the current 4-way stop. At the meeting on April 30th, one of the residents was even near tears in expressing his concern about the future dangers of placing a circle there. Although not confirmed at the meeting with actual statistics, some people pointed out that there supposedly have been zero incidents at the 9th St West intersection since the current 4-way stop configuration was installed whereas it was mentioned that there may have been over 40 incidents at the circle located at Sheyenne St and 52nd Ave. While yielding to oncoming cars at the Sheyenne St circle, I have observed on numerous occasions several cars streaming in succession through the roundabout without yielding which seems to me could pose a real danger to pedestrians and children who would be crossing if a similar circle were to be placed at the 9th St intersection which is right near Legacy Elementary School. Also, the wait time at the current 4-way stop intersection during busy periods does not appear to be much of an inconvenience to drivers. With that in mind, several residents at the meeting were questioning the need for a change to a roundabout at the 9th St W intersection in place of the current 4-way stop. Therefore, it appeared that a majority of the people who were at the meeting seemed to have a preference to keep the current 4-way stop in place in order to maintain safety for pedestrians which appeared to be the issue of utmost concern vs funding acquisition requirements for new road construction projects like the roundabout, Although not emphasized at the meeting, there is also the issue of a 3-month inconvenience to community residents in order to construct a roundabout. This would be quite disruptive to the residents and others entering the Wilds Community since that intersection is the primary entrance into our neighborhood. It would cause people to have to find alternate routes through the Wilds Community to exit or enter the neighborhood during construction phases which in turn may cause other streets in the neighborhood to have to absorb a fair amount of extra traffic and congestion. It must also be noted that there are a number of construction trucks which come into the neighborhood for ongoing home construction which may cause additional wear and tear to side streets if they have to be rerouted throughout the neighborhood.

In conclusion, we residents are very concerned for the safety of our neighborhood pedestrians and children as well as the disruption to the traffic flow into and out our neighborhood during construction if a proposed roundabout were approved and allowed to be constructed at the 9th St West and 52nd Ave intersection. Although I can not speak on behalf of others in our community, I am wondering if those who would be making a final decision on the proposed roundabout construction could please take the residents' serious concerns for safety and disruption issues into account and perhaps reconsider if maybe a 4-way stop might be the better configuration to manage the traffic at our 9th St West and 52nd Ave intersection. I thank you for your time and respectfully request that those making the final decision on the proposed roundabout project please take resident's concerns and inputs into account and perhaps consider making a decision to keep that intersection as a 4-way stop. Thank you very much.

Regards, Diane McFarlane  
Wilds Community Resident

**From:** [Jackson Hurst](#)  
**To:** [Dylan Dunn](#); [Dylan Dunn](#); [Rachel.RichterLordemann@westfargond.gov](mailto:Rachel.RichterLordemann@westfargond.gov)  
**Subject:** Public Input Meeting - PCN 24475 In-Person Public Meeting (4/30/26) Public Comment  
**Date:** Tuesday, May 5, 2026 9:17:35 AM

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You don't often get email from [ghostlightmater@yahoo.com](mailto:ghostlightmater@yahoo.com). [Learn why this is important](#)

Name - Jackson Hurst

Address - 4216 Cornell Crossing, Kennesaw, Georgia 30144

Comment - I approve and support NDDOT's West Fargo Project. The aspect that I love about NDDOT's West Fargo Project is that the 9th Street W and 52nd Avenue W Intersection will be converted to a roundabout which will improve safety and reduce the number of intersection conflict points in Cass County, ND.

sent from [ghostlightmater@yahoo.com](mailto:ghostlightmater@yahoo.com)

**From:** [Jean Boll](#)  
**To:** [Dylan Dunn](#)  
**Cc:** [roben.anderson@westfargond.gov](mailto:roben.anderson@westfargond.gov)  
**Subject:** Public Input Meeting - PCN 24475  
**Date:** Thursday, May 7, 2026 10:44:11 AM

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I am very against putting in a roundabout at the 52<sup>nd</sup> and 9<sup>th</sup> intersection. I feel it will be too dangerous for kids crossing the road. Drivers will not be looking for people and will be watching other vehicles coming from their left.

The graphic showing the proposed working of the crosswalk is terrifying. The left car would stop in the roundabout for the people crossing, and the semi would hit them. Children also rarely stop when biking and walking to school and will just run across the road.

Drivers try to get through them as quick as possible in the gap between cars. I have been cut off and had more close calls at roundabouts than at other intersections.

You will also cut off one of the exits from our neighborhood for this project. It will funnel the traffic through the northern Wilds neighborhood and back up the 40<sup>th</sup> and Sheyenne intersection.

If you want to make the intersection safer install raised crosswalks, which would also stop street racing at night. Re-painting and crosswalks would help drivers also.

Connecting 9<sup>th</sup> out to 64<sup>th</sup> would give us another exit from the neighborhood and would relieve some of the traffic on 52<sup>nd</sup>. This would be a huge benefit to the neighborhood. Also adding raised crosswalks by Dakota park to slow traffic.

Adding a stop light would be a better option than a roundabout, or a light crosswalk like the one by Sheyenne high school. The city doesn't follow DOT recommendations as pointed out by the mayor at a previous city meeting, and has built differently in the past.

The roundabout is a very dangerous and expensive plan, the 4 way stop works well now.

52<sup>nd</sup> is going to be widened soon anyway, and any work done at this intersection should wait until that time. The traffic is only backed up at our intersection for about 40min twice a day, the cost isn't worth it.

Jean Boll

**From:** [KAREN Rasmussen](#)  
**To:** [Dylan Dunn](#)  
**Cc:** [KAREN Rasmussen](#)  
**Subject:** Public Input Meeting - PCN 24475  
**Date:** Tuesday, May 5, 2026 10:25:51 AM

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[You don't often get email from [rasmussen\\_karen@msn.com](mailto:rasmussen_karen@msn.com). Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

Dylan,

I attended the public input meeting April 30 regarding the proposed intersection improvements at 9th St W & 52nd Ave W. Although most of the attendees appeared to be concerned about the safety issues for children crossing through the roundabout, my concern is the special assessments that would be made due to the full cost of the roundabout construction not covered by the grants. Although funding was found for \$2M, the additional cost would need to be made up by local home owners. I live one block from the intersection, use it consistently at all times of the day and have never had to wait for traffic at the stop signs. The project would only benefit through traffic and would add nothing to my property's market value. If it is determined that the project should go forward, it should be funded strictly through existing funds and not assessed on area property owners. We live in a time of high costs across the board and need to figure out ways to reduce budgets, not add to the burden for homeowners.

Regards,  
Karen Rasmussen

**From:** [LUKE SWENSON](#)  
**To:** [Dylan Dunn](#)  
**Subject:** Public Input Meeting - PCN 24475  
**Date:** Saturday, May 9, 2026 1:24:03 PM

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My address is 1078 wildflower ln w and I travel 52nd ave several times a day. Only a handful of times have more than 10 cars been backed up heading west at the stop sign. Within 30 seconds I am through the 4 way stop. I do not see a need to change the 4 way stop to a round about. I think it would be very difficult for young children to navigate crossing a round about and less safe. Also specials are already high enough and don't need more for a needless project.

Luke Swenson

[Yahoo Mail: Search, Organize, Conquer](#)

**From:** [Ryan Gellner](#)  
**To:** [Dylan Dunn](#)  
**Subject:** Public Input Meeting - PCN 24475  
**Date:** Thursday, May 14, 2026 1:12:58 PM

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You don't often get email from rygellner@hotmail.com. [Learn why this is important](#)

Mr. Dunn,

I am writing to oppose a roundabout at 52nd Ave. and 9th St.

This may come as a surprise, as you know I am a strong traffic safety advocate. The city updated this intersection with a 4-way stop and flashing beacon two years ago, and I am happy to report that there have been ZERO crashes at the intersection since those improvements were installed.

Zero pedestrians struck. Zero fender benders. Zero property damage crashes, and most importantly, zero fatalities.

Prior to the addition of the 4-way stop and flashing beacon, there were multiple reported crashes at this intersection in 2019, 2020, 2021, and 2022.

Roundabouts work, there is no doubt about that. They are proven to reduce the severity of injury crashes. But at this intersection, there are currently no injury crashes to solve, in fact, there are no crashes to solve at all. The data shows the current traffic control measures are working.

If this is no longer a safety issue, then what problem are we trying to solve?

Asking the surrounding neighborhood to absorb nearly a \$1 million assessment for this project is not the answer. Please remember that these neighborhoods have already borne the burden of repeated construction and detours over the last several years.

Past improvements to Sheyenne Street and 52nd Ave. have rerouted these neighborhoods for months at a time. The roundabout project at Sheyenne and 52nd previously cut off access to the area. A bridge project on 52nd later eliminated east access. A separate county bridge project on Sheyenne boxed the neighborhood in again, this time with no southern access.

One of the biggest concerns with repeatedly boxing in these neighborhoods is traffic diversion. Drivers will naturally seek alternate routes around construction. In this case, much of that traffic is likely to cut through the quiet senior-focused Ranch development neighborhood. Many of those drivers are teenagers simply looking for the quickest route to Sheyenne or Horace High School.

Whether intended or not, construction will push additional morning and afternoon traffic

through the Ranch neighborhood, and that is a real concern for residents.

Speaking of teen drivers, I have already corrected my own son more than once after hearing new drivers refer to roundabouts as a “slingshot” on the way to school. Can you imagine the number of 15-18 year old drivers who may approach a roundabout looking to “slingshot”, only to encounter a pedestrian crossing immediately beyond it?

I can tell you this, no one, not even a brand-new driver, is “slingshotting” through a stop sign on their way to school in the morning.

I’ll close with this: roundabouts are effective because they help turn dangerous intersections into safer ones. But there is no better traffic safety data than zero crashes. This intersection is currently functioning safely, and I respectfully ask that it remain a zero-crash intersection.

Thank you for your leadership.

RYAN

**From:** [Gabi Hollingsworth](#)  
**To:** [Dylan Dunn](#)  
**Subject:** Public Input Meeting - PCN 24475  
**Date:** Thursday, May 14, 2026 6:27:24 PM

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You don't often get email from mamaghx3@gmail.com. [Learn why this is important](#)

Dylan,

I am following up after our community meeting regarding the proposed roundabout at 9th Street W and 52nd Ave W. I want our opposition documented in writing and on record.

We do not want this roundabout. The safety of children crossing that intersection every single school day is not a negotiating point, and we will not be treated as though it is.

As the engineer of record on this project, you have a responsibility to reckon with what the research actually says. The US Access Board, a federal agency, has stated that the findings on pedestrian safety at roundabouts are inconclusive. The Safe Routes to School program explicitly warns that children face special challenges crossing at roundabouts because they lack the cognitive ability to reliably judge vehicle speeds and gaps. Unlike a signalized intersection, a roundabout provides no walk signal and no designated crossing time. Children are left to navigate live, moving traffic on their own judgment. That is a **known** risk. Placing that known risk directly outside an elementary school, where hundreds of young children cross every morning and afternoon, is something this community will not accept.

This letter will be part of the public record. We expect it to be treated accordingly.

Gabi Hollingsworth



Public Input Meeting | April 30, 2026

HEU-8-992(055), PCN 24475  
**Intersection Improvements - 9th St W & 52nd Ave W  
West Fargo, ND**

NAME: Kaleb & Brittany Knutson  
ADDRESS: 1042 Ashley Dr W  
PHONE: 218-770-4514



Submit your questions online!

Please provide comments:

- \* not enough research done on NON-roundabout options
- \* child safety is not the focus. you cannot get slower speeds than STOP
- \* proposal doesn't take into consideration expansion to the west (will happen in future)
- \* project feels like a rushed grab to get funding that is not necessary
- \* project was already veto'd by neighborhood & then reintroduced against the neighborhoods wishes by a no longer incumbent commissioner
- \* less crashes @ current stop than at local roundabouts
- \* commissioners/mayor voting on this are not going to be in office to deal w/ the ramifications of this project. it should be decided on/after 7/1/26 w/ now mayor & commissioners. \* 11% of WF population should not be funding /

partially funding a city project we did not ask for.

Please leave comments with meeting organizers or mail by May 15, 2026

Moore Engineering, Inc. - Attn: Dylan Dunn  
925 10th Ave E, West Fargo, ND 58078  
or email [Dylan.Dunn@mooreengineeringinc.com](mailto:Dylan.Dunn@mooreengineeringinc.com) with the subject line "Public Input Meeting - PCN 24475"





Public Input Meeting | April 30, 2026

HEU-8-992(055), PCN 24475  
**Intersection Improvements - 9th St W & 52nd Ave W  
West Fargo, ND**

NAME: Jane Mohl  
ADDRESS: 5554 8th ST W, WF, ND 58078  
PHONE: 701-721-3324



Please provide comments: *OPPOSE THIS UNNECESSARY PROJECT* Submit your questions online!

1) *Premise for this project is made on false information that improvement is needed. All data collected was collected while 40th Ave was closed due to construction. This made it look like the intersection was occasionally busy. IT IS NOT. This data was then extrapolated to make it appear that someday it actually would be a busy intersection. IT IS NOT. LASTLY, when data was collected this was only a TWO WAY STOP, NOT A 4 WAY STOP, as it is now. SO SPEED OF TRAFFIC WAS GROSSLY EXAGGERATED in order to further the premise that traffic was NOT controlled. TODAY, traffic speed is well controlled → BARK*

Please leave comments with meeting organizers or mail by May 15, 2026

Moore Engineering, Inc. - Attn: Dylan Dunn  
925 10th Ave E, West Fargo, ND 58078  
or email [Dylan.Dunn@mooreengineeringinc.com](mailto:Dylan.Dunn@mooreengineeringinc.com) with the subject line "Public Input Meeting - PCN 24475"



and traffic is managed very well during the very few times there is more than one vehicle at the intersection. The 4 way Stop manages traffic during the few times a week it is needed.

2) <sup>The Present</sup> 4 way stop allows for SAFE passage across the street for pedestrians. There is NO safer way to manage pedestrian traffic.

A Round-about will be a nightmare for any person trying to cross, especially children.

EXAMPLE: crossing by Freedom Elementary - parents + students dread this crossing - most parents will NOT allow students to walk or ride bike because of the danger of this intersection

3) City and its partners should NOT be pushing on UNWANTED high tax project on the people in a neighborhood that is already reeling from extraordinarily high special TAXES. These are starter homes in this area, when \$60,000-\$100,000 extra is added in specials, these homes are un-sellable!

NOT NEEDED.

NOT WANTED.

ENDANGERS SCHOOLCHILDREN.

MAKES HOMES ~~UNSALEABLE~~ UNSALABLE

R.S. Jr

## Jerrold Wallace

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**From:** Bernie Dardis  
**Sent:** Thursday, May 14, 2026 3:10 PM  
**To:** Jerrold Wallace; Dan Hanson; Aaron M. Nelson; Dustin T. Scott  
**Subject:** Fw: Roundabout at 52nd and 9th - Public Input Meeting - PCN 24475

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



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

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**From:** Ryan Gellner <rygellner@hotmail.com>  
**Sent:** Thursday, May 14, 2026 1:03 PM  
**To:** Bernie Dardis <Bernie.Dardis@westfargond.gov>  
**Subject:** Roundabout at 52nd and 9th - Public Input Meeting - PCN 24475

Mayor Dardis,

I am writing to oppose a roundabout at 52nd Ave. and 9th St.

This may come as a surprise, as you know I am a strong traffic safety advocate. The city updated this intersection with a 4-way stop and flashing beacon two years ago, and I am happy to report that there have been ZERO crashes at the intersection since those improvements were installed.

Zero pedestrians struck. Zero fender benders. Zero property damage crashes, and most importantly, zero fatalities.

Prior to the addition of the 4-way stop and flashing beacon, there were multiple reported crashes at this intersection in 2019, 2020, 2021, and 2022.

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If this is no longer a safety issue, then what problem are we trying to solve?

Asking the surrounding neighborhood to absorb nearly a \$1 million assessment for this project is not the answer. Please remember that these neighborhoods have already borne the burden of repeated construction and detours over the last several years.

Past improvements to Sheyenne Street and 52nd Ave. have rerouted these neighborhoods for months at a time. The roundabout project at Sheyenne and 52nd previously cut off access to the area. A bridge project on 52nd later eliminated east access. A separate county bridge project on Sheyenne boxed the neighborhood in again, this time with no southern access.

One of the biggest concerns with repeatedly boxing in these neighborhoods is traffic diversion. Drivers will naturally seek alternate routes around construction. In this case, much of that traffic is likely to cut through the quiet senior-focused Ranch development neighborhood. Many of those drivers are teenagers simply looking for the quickest route to Sheyenne or Horace High School.

Whether intended or not, construction will push additional morning and afternoon traffic through the Ranch neighborhood, and that is a real concern for residents.

Speaking of teen drivers, I have already corrected my own son more than once after hearing new drivers refer to roundabouts as a “slingshot” on the way to school. Can you imagine the number of 15-18 year old drivers who may approach a roundabout looking to “slingshot”, only to encounter a pedestrian crossing immediately beyond it?

I can tell you this, no one, not even a brand-new driver, is “slingshotting” through a stop sign on their way to school in the morning.

I’ll close with this: roundabouts are effective because they help turn dangerous intersections into safer ones. But there is no better traffic safety data than zero crashes. This intersection is currently functioning safely, and I respectfully ask that it remain a zero-crash intersection.

Thank you for your leadership.

RYAN

## Jerrold Wallace

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**From:** Bernie Dardis  
**Sent:** Wednesday, May 13, 2026 9:36 AM  
**To:** Dustin T. Scott; Dan Hanson; Aaron M. Nelson; Jerrold Wallace  
**Subject:** Fw: New Submission - Contact A Commissioner Form  
**Attachments:** Contact a City Commissioner - Bernie Dardis - 05122026 848 PM (CDT).pdf

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



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

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**From:** City of West Fargo Form Submission <noreply@civicplus.com>  
**Sent:** Tuesday, May 12, 2026 8:49 PM  
**To:** Bernie Dardis <Bernie.Dardis@westfargond.gov>  
**Subject:** New Submission - Contact A Commissioner Form



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## Contact a City Commissioner - Bernie Dardis

Submission Time: 05/12/2026 8:48 PM (CDT)

Kevin Sackenreuter  
5453 Lori Lane w  
West Fargo ND 58078

kevinsackenreuter@gmail.com 7013511007

**MESSAGE:**

**I would like my objection to the roundabout at the intersection of 52nd Ave and 9th St w in West Fargo noted.**

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

## Jerrold Wallace

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**From:** Bernie Dardis  
**Sent:** Wednesday, May 13, 2026 9:35 AM  
**To:** Dustin T. Scott; Dan Hanson; Aaron M. Nelson; Jerrold Wallace  
**Subject:** Fw: New Submission - Contact A Commissioner Form  
**Attachments:** Contact a City Commissioner - Bernie Dardis - 05122026 936 PM (CDT).pdf

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



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

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**From:** City of West Fargo Form Submission <noreply@civicplus.com>  
**Sent:** Tuesday, May 12, 2026 9:37 PM  
**To:** Bernie Dardis <Bernie.Dardis@westfargond.gov>  
**Subject:** New Submission - Contact A Commissioner Form



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## Contact a City Commissioner - Bernie Dardis

Submission Time: 05/12/2026 9:36 PM (CDT)

Amy Wells  
1193 Albert Ct W  
West Fargo ND 58078

amywells1321@gmail.com 2183290595

## **MESSAGE:**

**Reasons I Oppose the Proposed Roundabout at 9th Street West & 52nd Avenue South: 1. Pedestrian safety concerns—especially for children I drive daily through the Brooks Harbor neighborhood to drop off and pick up my kids from their dad’s house, which is adjacent to the existing roundabout near Brooks Harbor Elementary (22nd Ave S. and 9th St W). I consistently observe drivers entering and traveling through that roundabout at higher speeds, with limited awareness of pedestrians, particularly young children crossing the street. I see many parents walking their children to school and wonder if that is because they don't feel like it's safe? Based on the proposed design, cars will enter the roundabout to go to the right; their attention will be directed to the left to look for vehicles so they can safely enter the roundabout. This concerns me that pedestrians who use the crosswalk and enter from the right of the vehicle will not be visible as the driver is directing their attention to the left. Children are not situationally aware and lack judgement about distance and speed. One of the safety studies presented at the public meeting was that "heinous accidents" are much lower in a roundabout, resulting in sideswipes versus t-bones. This does not mean that a vehicle-pedestrian (especially a child) would be safer crossing a continuous flow roundabout. The safety studies are not comparable as a 4-way stop "should" incur no accidents as traffic is not moving. The suggestion that people "roll through" and don't adhere to traffic rules with the existing solution is not a reason to modify the current intersection. Those people who do not adhere to the current laws will continue to drive without regard for safety and laws in either setup. The difference is a child will have a false sense of safety that they can cross a roundabout. 2. The comparison roundabout is not equal During the meeting, we discussed the existing Brooks Harbor roundabout and one at Freedom Elementary. Both of those are located on a closed neighborhood street with a different traffic type and volume. The proposed roundabout**

at 52nd Avenue would sit on a larger arterial road that brings traffic in from out of town, including industrial and heavy vehicle traffic that already travel at higher speeds. The risk profile is substantially different.

3. A proven alternative already works When a roundabout was proposed in this area a few years ago, residents instead advocated for a four-way stop. That solution has significantly slowed traffic, improved pedestrian safety, and done so with minimal disruption during high-volume times. This demonstrates that safer, simpler solutions are effective here. This is financially prudent. As a subsequent point, there are days when traffic on 52nd Ave is backed up from the roundabout at Sheyenne to Ponderosa. This does not support the claim that a roundabout has more efficient traffic flow in high-traffic times.

4. Future road widening makes this financially inefficient The city has already identified that 52nd Avenue will likely be widened in the future. Building a roundabout now—and then reconstructing or modifying it again later—creates unnecessary cost and increases the long-term financial burden on residents and taxpayers.

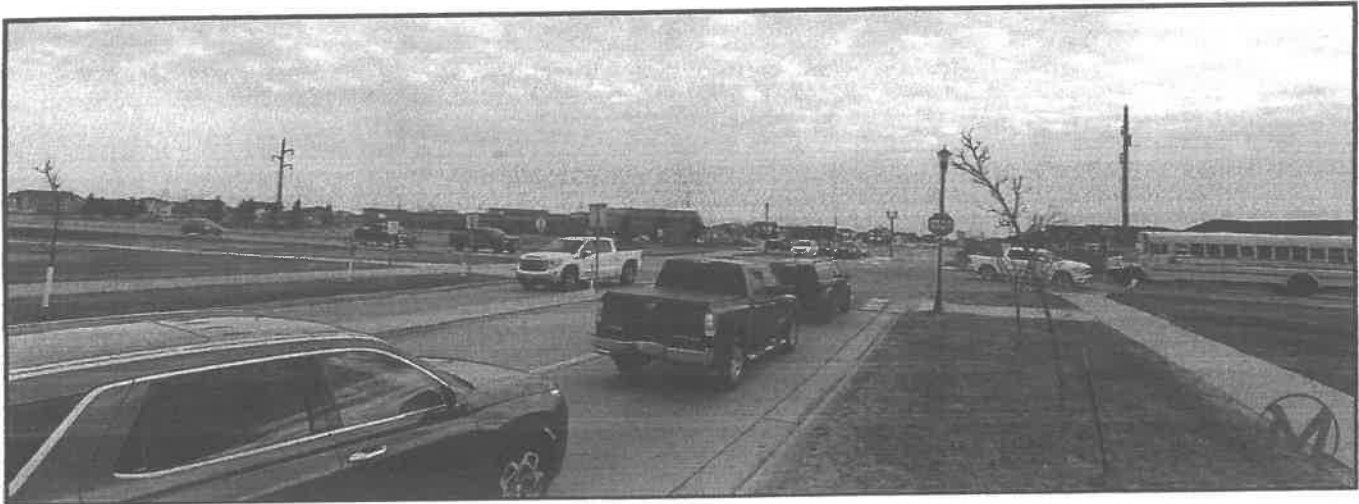
5. Ongoing development will accelerate road damage There is still significant development underway on the southern and western sides of the subdivision. Heavy construction equipment is regularly using these roads, increasing wear and tear. Installing a roundabout before this development is largely complete increases the likelihood of premature damage and future reconstruction. This is not to mention the construction and development west of the Sheyenne diversion.

6. This addresses a problem that does not currently exist Traffic flow at this intersection is functioning adequately, and pedestrian safety has already improved with existing measures. There is no demonstrated safety or congestion issue that warrants the cost, disruption, and risk of installing a roundabout at this time. Based on what I heard during the public meeting and in social media discussions, residents don't have an overwhelming concern about traffic congestion during high-traffic times. I would be in favor of adding a right-turn lane on northbound 9th street to reduce congestion at the intersection for vehicles exiting the subdivision.

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**I travel from 11th street and do not mind waiting an extra minute or two to ensure children are safe. I urge the city to pause this project, defer major infrastructure changes until 52nd Ave is built out further. We have a proven, lower-impact traffic control measure in place that better aligns with current conditions and resident safety. Thank you, Amy Wells 1193 Albert CT W West Fargo, ND 58078**

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



### Public Input Meeting | April 30, 2026

HEU-8-992(055), PCN 24475  
Intersection Improvements - 9th St W & 52nd Ave W  
West Fargo, ND

NAME: Kevin Davidson  
ADDRESS: 5542 8<sup>th</sup> St W - West Fargo, ND  
PHONE: 701-350-0702



Submit your questions online!

Please provide comments:

Note No on this improvement HEU-8-992(055)  
this roundabout does not provide the safety needed for  
the kids to cross at this location. Drivers are too distracted  
with vehicles coming around the perimeter and from the  
intersections with no stopping. There are too many Blind Spots  
behind the driver ahead and across the center pod that cannot  
be seen. The four way stop works great. Where is the additional  
money coming from? The residents of WF cannot attend more special  
and this has gotten out of hand. Project #2288  
(Note No on this 9<sup>th</sup> St W & 52nd Ave W Roundabout)

Please leave comments with meeting organizers or mail by May 15, 2026

Moore Engineering, Inc. - Attn: Dylan Dunn  
925 10th Ave E, West Fargo, ND 58078  
or email [Dylan.Dunn@mooreengineeringinc.com](mailto:Dylan.Dunn@mooreengineeringinc.com) with the subject line "Public Input Meeting - PCN 24475"





Public Input Meeting | April 30, 2026

HEU-8-992(055), PCN 24475  
**Intersection Improvements - 9th St W & 52nd Ave W**  
**West Fargo, ND**

NAME: Susans Davidson  
 ADDRESS: 5542 8th St W, West Fargo  
 PHONE: 701-350-0041



Submit your questions online!

Please provide comments: *I have many concerns regarding putting a round about at this intersection. Roundabouts are very confusing for many people. They will be focusing on how they operate & who goes next instead of what they should be focused on which is watching for the young children who are not paying attention as they cross the street. The height of the round about impedes your ability to see the entire intersection as a whole. The trees & plants that are generally in the center are obstacles or hindrances. As you move around the round about you increase speed. When you stop at the 4 way stop you come to a complete stop and look both ways before you move forward. With the round about you can't see what is on the reverse side of the circle.*

Please leave comments with meeting organizers or mail by May 15, 2026

Moore Engineering, Inc. - Attn: Dylan Dunn  
 925 10th Ave E, West Fargo, ND 58078

or email [Dylan.Dunn@mooreengineeringinc.com](mailto:Dylan.Dunn@mooreengineeringinc.com) with the subject line "Public Input Meeting - PCN 24475"



*Children's safety should be foremost in the minds of the mayor & commission which should be a vote NO for this round about*

**Item Title:** America 250 Celebration Partnership Proposal with the Red River Valley Fair

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**Presented By:** Casey Sanders- Berglund Director of Economic Development

**Requested Action/Staff Recommendation:** Consider proposal and select from the two options proposed by RRVF.

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**Background & Proposal Summary:**

On July 4<sup>th</sup>, 2026 the nation will celebrate 250<sup>th</sup> anniversary of signing the Declaration of Independence. America250, is a nonpartisan initiative working to engage every American in commemorating the 250<sup>th</sup> anniversary of our country. Volunteering, block parties, storytelling, and many celebrations aim to be held in honor. Across the state celebrations include Powwows, Rodeo days, musicals, and most notably the opening of the Theodore Roosevelt Presidential Library. Communities such as Bismarck, Minot, Mandan, Grand Forks and Fargo have announced community celebrations.

The Red River Valley Fair intends to hold a celebration and seeks partnership and support from the City of West Fargo. As noted in the proposal there is a full day of family friendly activities, music, and acknowledgements to our military and veterans concluding with a 300-drone light show and fireworks.

**Attached Supporting Documents:**

- Proposal of Partnership

**Financial Impact:**

Economic Development Sales Tax would fund this request.

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**West Fargo City Commission**

Bernie Dardis, Commission President

Brad Olson, Commission Vice President

Roben Anderson, Rory Jorgensen, Amy Zundel, Commissioners

Dustin Scott, City Administrator

# PROPOSAL

of Partnership



**Prepared For :**  
City of West Fargo

**Economic Development**  
Casey Sanders  
2515 6<sup>th</sup> St. E.  
West Fargo, ND 58078

April 28, 2026



*Red River Valley Fair  
Association*

**Travis Toliver**

Director of Business Development  
partnerships@redrivervalleyfair.com  
701.282.2200

# JULY 4<sup>TH</sup> CELEBRATION

FOR WEST FARGO AT THE RED RIVER VALLEY FAIR



## EVENT OVERVIEW: A COMMUNITYWIDE CELEBRATION

The Red River Valley Fair Association invites the City of West Fargo to partner in presenting a full-day July 4th Community Celebration, culminating in a spectacular Fireworks & Drone Light Show finale.

This is not just a single moment in the sky, it is a day-long, family-focused civic experience designed to bring the entire region together in celebration of Independence Day and the upcoming America 250 milestone.

With Cass County already helping fund the drone portion of the program, this initiative demonstrates strong regional collaboration and momentum which positions the City of West Fargo as a leading community in celebrating our nation's history and future.



*Red River Valley Fair  
Association*

**Travis Toliver**

Director of Business Development  
partnerships@redrivervalleyfair.com

701.282.2200

## EXPANDED EVENT PROGRAMMING (FULL-DAY)

City partnership support would contribute to a full slate of July 4th programming, including:

- Live music and entertainment throughout the day
- Family-friendly activities and attractions
- Food vendors and local business participation
- Patriotic programming and community recognition moments
- Military/veteran acknowledgments
- Community storytelling tied to West Fargo's growth and identity
- Finale: 300-drone light show + fireworks spectacular

This structure ensures the City's investment supports an entire day of impact, with the drone and fireworks show serving as the emotional and visual climax.

## AMERICA 250: POSITIONING WEST FARGO AS A LEADER

This event presents a powerful opportunity to align with the nationwide America 250 initiative, commemorating the 250th anniversary of the United States.

- National and state organizations including, North Dakota's America 250 Commission, are encouraging communities to lead local celebrations
- This partnership positions West Fargo as an early adopter and regional leader in honoring this historic milestone
- Messaging can highlight:
  - "West Fargo Celebrates America 250"
  - Local pride, growth, and future vision
  - A kickoff moment for continued recognition through 2026

**By leaning into America 250, the City demonstrates civic leadership, patriotism, and forward-thinking community investment.**



*Red River Valley Fair  
Association*

**Travis Toliver**

Director of Business Development  
partnerships@redrivervalleyfair.com

701.282.2200

## ECONOMIC IMPACT & COMMUNITY VALUE

The Red River Valley Fairgrounds is one of the most impactful economic and community assets in the region, generating significant annual tourism, workforce, and tax revenue benefits for West Fargo and Cass County.

According to a 2024 Economic & Fiscal Impact Study conducted by Johnson Consulting, the Red River Valley Fair alone generated:

- 150,000 annual visitors
- \$40.9 million in total economic impact
- \$18.5 million in direct spending
- 310 ongoing jobs sustained
- \$14 million in wages created
- \$1.5 million in state, county, and city tax revenues
- 900 hotel room nights generated

Importantly for the City of West Fargo, the Fair generated approximately:

- \$462,500 in City sales tax revenue
- Significant additional spending at local restaurants, retailers, hotels, and fuel stations

Beyond the annual Fair itself, the year-round activity hosted at the Red River Valley Fairgrounds produced even larger regional benefits in 2024:

- 750,000 annual visitors
- \$155.9 million in total economic impact
- 1,170 jobs sustained
- \$51.8 million in wages created
- \$5.6 million in total fiscal impact
- \$1.8 million in City sales tax revenues
- 10,700 hotel room nights generated

**These figures demonstrate that the Red River Valley Fairgrounds is not simply an entertainment venue but it is a major economic driver and tourism asset for the City of West Fargo and the greater Fargo-Moorhead region.**



*Red River Valley Fair  
Association*

**Travis Toliver**

Director of Business Development  
partnerships@redrivervalleyfair.com

701.282.2200

## **PARTNERSHIP OPPORTUNITIES:**

### **Option 1: Presenting Partner – Fireworks & Drone Show**

#### **Investment: \$15,000**

- Naming rights to the finale experience
- Logo featured in drone light show
- Recognition across marketing and media
- On-site acknowledgment during the event
- Alignment with America 250 messaging

### **Option 2: July 4th Day Partner (Exclusive)**

#### **Investment: \$27,500**

A transformational opportunity for the City to fully own and elevate the celebration.

Includes:

- Naming rights to the entire July 4th event
- Positioning as the official community host
- Prominent branding across all event elements
- Integration into all marketing, media, and announcements
- Recognition tied to America 250 leadership

Community Impact Enhancement:

- Opportunity to make general admission FREE for all West Fargo citizens on July 4th only
- Removes barriers for participation of any demographic
- Positions the City as delivering a true gift to the community
- Maximizes attendance, goodwill, and public impact

With the Red River Valley Fairgrounds already generating more than \$155 million annually in economic impact and attracting over 750,000 visitors year-round, this investment represents an opportunity for the City of West Fargo to directly activate one of its strongest tourism and economic assets while delivering a highly visible community benefit through free public admission on just July 4th.

**The City of West Fargo has an opportunity to help create a signature Independence Day tradition while positioning itself as a leader in the America 250 celebration across North Dakota.**



*Red River Valley Fair  
Association*

**Travis Toliver**

Director of Business Development  
partnerships@redrivervalleyfair.com

701.282.2200

**Item Title:** Zencity Software Contract

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**Presented By:** Rachel Richter Lordemann, Director of Communications

**Requested Action/Staff Recommendation:** Approve three-year contract with Zencity Technologies US Inc.

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**Background & Project Summary:**

Zencity is a technology platform with tools built specifically for government entities to engage with resident and community voices. Zencity works with over 300 government entities across the with populations ranging from 5,000 residents to 8.8 million residents. Regionally they work with the Cities of Fargo, Grand Forks, Woodbury, MN and Rochester, MN, among others.

The City of West Fargo will utilize two of the platform's tools: Zencity Engage and Zencity Community Survey. The primary purpose for adopting this platform will be to improve direct communication with residents and property owners and to maintain an ongoing feedback loop.

**Engage** creates project specific pages to share information, collect feedback, and communication with residents directly impacted by projects. Our goal will be to engage residents earlier in the project life cycle and provide an efficient way for residents to provide project feedback. We will be able to continue engagement throughout the entire project process and have consistent resident communication.

**Community Survey** is an independent representative survey of West Fargo residents. Survey results will be collected based on West Fargo demographics to ensure a true representation of community view points. All data will be collected and analyzed by Zencity. Results will give a baseline satisfaction score for City services, and input on other topics such as affordability, housing mix, quality of life, etc. The survey will be repeated annually to show improvement or negative shifts in resident satisfaction over time. Staff and commissioners can use this data to improvement decision making and set priorities.

**Attached Supporting Documents:**

- Zencity Contract
- Zencity Product Overview/Examples

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**West Fargo City Commission**

Bernie Dardis, Commission President

Brad Olson, Commission Vice President

Roben Anderson, Rory Jorgensen, Amy Zundel, Commissioners

Dustin Scott, City Administrator

**Financial Impact:**

Our financial commitment with Zencity will be \$23,000 annually for the next three years. However, we will begin the contract with a prorated rate of \$11,500 for 2026 to begin product implementation and deployment in July. This creates the following three-year breakdown:

- July – December 2026: \$11,500
- January – December 2027: \$23,000
- January – December 2028: \$23,000
- January – June 2029: \$11,500

The 2026 cost will come from the existing Marketing line item in the Communication Department Budget. Future years' costs will be included in the Communication Department Budget.

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## ZENCITY ORDER FORM

Order form #: 052226  
 Order form prepared for: City of: West Fargo, ND  
 Order form expiration date: 6-22-2026

This Order Form ("**Order Form**") is entered into between the Zencity entity detailed below ("**Zencity**"), and the entity identified below ("**Customer**", and jointly with Zencity the "**Parties**"), as of the Effective Date (as defined below) which shall remain in effect for the duration of the Initial Term as defined below and any renewal term (the "**Term**") unless agreed otherwise explicitly and in writing between the Parties. This Order Form includes and incorporates the Zencity Terms and Conditions attached hereto as Appendix A (the "**T&Cs**"). In the event of any conflict between this Order Form and the T&Cs, the terms of this Order Form shall prevail. All prices are quoted in USD.

ZENCITY	
<b>Entity (legal) name:</b>	Zencity Technologies US Inc.
<b>Full address:</b>	1313 N Market St, Suite 5100 Wilmington, DE 19801
<b>Contact:</b>	Jordan Dejno
<b>Email:</b>	jordan.dejno@zencity.io

CUSTOMER	
<b>Entity (legal) name:</b>	West Fargo, ND
<b>Full address:</b>	2515 6th St. E., West Fargo, ND 58078
<b>Contact:</b>	Rachel Richter Lordemann
<b>Email:</b>	rachel.lordemann@westfargond.gov

RECURRING FEES				
Name	SKU	Product Description	Annual List Price	Term
<b>Zencity Engage</b>	ZC-ENG	Community engagement interface to share essential project context and invite resident collaboration and input.	\$10,000	3 years
<b>Zencity Community Survey - Annual</b>	ZC-CSQ	Recurring, online survey measuring resident satisfaction, with ongoing scores always viewable from a live dashboard and representative results aggregated into a report each quarter. Includes up to 5 add-on questions (one open-ended).	\$13,000	3 years

**Total Annual Price - \$23,000**

**Total Price for Term - \$69,000**

**Any additional modules, quantity increases or other custom development and integration work requested by Customer during the Term shall require an Order Form executed by the Parties, and shall be subject to the prevailing Zencity rate card subject to amendment from time to time.**

ORDER FORM TERMS	
<b>Effective Date:</b>	6-2-2026
<b>Initial Term:</b>	3 years, commencing on the Effective Date.
<b>Fees:</b>	The Fees are exclusive of any applicable taxes (including sales tax) and withholdings, which will be added to the Fees and paid by Customer, if and to the extent applicable.
<b>Payment Terms:</b>	The Fees shall be payable on an annual basis within 30 days of the Effective Date and on each annual anniversary thereof.
<b>Customer Billing Contact:</b>	Rachel Richter Lordemann, rachel.lordemann@westfargond.gov
<b>Customer PO # (if applicable):</b>	

**CUSTOMER**

**ZENCITY**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix A

### Zencity Terms and Conditions

#### 1. SOFTWARE LICENSE & SUPPORT SERVICES

1.1. Subject to the terms and conditions of these Zencity Terms and Conditions and of the applicable Order Form (collectively, the "**Agreement**"), Zencity hereby grants to Customer a revocable non sublicensable non-exclusive, non-transferable limited license to use the products and services licensed by Zencity to Customer solely for Customer and its Affiliates' internal business purposes and in accordance with the subscriptions specified in the applicable Order (the "**Licensed Program**" or "Platform") Unless otherwise indicated, the term Licensed Program also includes all software, revisions, fixes, improvements and/or updates to the subscription and is identified in the applicable Order Form entered into by Zencity and Customer and the documentation and user manuals for the Licensed Program supplied by Zencity to Customer throughout the Term (the "**Documentation**").

For the purposes of this Section 1.1, the term "use" shall be only in accordance with the confidentiality provisions of this Agreement and shall include the rights to use the Licensed Program only for the use of the Customer's organization, company or institution. It is hereby acknowledged and agreed by Customer that subscription to the Licensed Program is nonrefundable due to non-utilization of part and/or all of the Licensed Program features.

For the purposes of this Section 1.1 the term "use" shall not include: (i) the right to make, use, or sell products incorporating the Licensed Program, or (ii) the right to sub-license the Licensed Program.

Except as specifically permitted herein, without the prior written consent of Zencity, Customer shall not, and shall not allow any Permitted User or any third party to, directly or indirectly: (i) copy, modify, create derivative works of or distribute any part of the Platform (including by incorporation into its products); (ii) sell, license (or sub-license), lease, assign, transfer, pledge, or share Customer's rights under this Agreement with any third party; (iii) disclose the results of any testing or benchmarking of the Platform to any third party; (iv) disassemble, decompile, reverse engineer or attempt to discover the Platform's source code or underlying algorithms; (v) use the Platform for any use in competition with Zencity's Services; (vi) use the Platform in a manner that violates or infringes any rights of any third party; (vii) remove or alter any trademarks or other proprietary notices related to the Platform; or (viii) circumvent, disable or otherwise interfere with security-related features of the Platform or features that enforce use limitations

1.2. **Service Level Agreement (SLA)**. The availability and performance standards applicable to the Services are described in Exhibit A, which is hereby incorporated by reference into these Terms and Conditions. By using the Services, Customer agrees to the terms and conditions of the SLA.

1.3. Routine customer support is available via email. Any claim will be answered within 24 hours of the report. On or before the Effective Date, Customer and Zencity shall each designate a liaison as a respective point of contact for technical issues. Each party may change such liaison upon written notice from time to time at reasonable intervals. Zencity will not be obligated to provide support to any person other than the Customer's designated liaison.

1.4. During the Term, Customer may have access to Updates upon request at no additional cost. "**Updates**" shall mean certain new features as determined by Zencity, or fixes of minor errors in the Licensed Program which are incorporated in a new release of the Licensed Program.

1.5. Certain upgrades can be delivered to Customer upon commercial terms and conditions to be agreed upon. "**Upgrades**" shall mean enhancements, new functionalities that are added into the Licensed Program.

#### 2. RESTRICTIONS AND RESPONSIBILITIES

2.1. Customer agrees not to, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Licensed Program, Documentation or data related to the Licensed Program, except to the extent such a restriction is limited by applicable law; modify, translate, or create derivative works based on the Licensed Program; or copy, reproduce, rent, lease, distribute, assign, sell, or otherwise dispose of the Licensed Program, in whole or in part, or otherwise commercially exploit, transfer, or encumber rights to the Licensed Program; or remove any proprietary notices.

- 2.2. Customer will use the Licensed Program only in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions, surveillance and monitoring restrictions, and any privacy and data protection requirements).
- 2.3. Customer shall be responsible for obtaining and maintaining any equipment and other services needed to connect to, access, or otherwise use the Licensed Program and Customer shall also be responsible for (a) ensuring that such equipment is compatible with the Licensed Program, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) for all uses of Customer user accounts with or without Customer's knowledge or consent. To the extent Customer provides any Personal Data (as defined below) of personnel for registration purposes, Customer represents and warrants that it has any right, license, consent, and power and it has provided any notice, all as required under applicable law, to provide Zencity with such Personal Data and will be fully and solely responsible for providing only Personal Data of personnel related to the Customer. Zencity will handle such Personal Data in accordance with its Privacy Policy available at: <https://zencity.io/privacy-policy/>.
3. **PROPRIETARY RIGHTS.** Zencity retains all right, title, and interest in the Licensed Program, Documentation and any future modifications/enhancements corrections, modifications, alterations, revisions, extensions and updates and derivative works thereof, and all intellectual property rights (including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark, and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature) therein. Customer is granted only a limited right of use to the Licensed Program and Documentation as set forth herein, which right of use is not coupled with an interest and is revocable in accordance with the terms of this Agreement.

This Agreement does not convey to Customer any interest in or to the Platform other than a limited right to use the Platform in accordance with Section 1 (Subscription). Nothing herein constitutes a waiver of Zencity's intellectual property rights under any law. Zencity reserves all rights not expressly granted herein to the Platform. All written or oral comments, ideas, suggestions made by Customer to Zencity regarding the Services (including user experience, functionality, and performance of the Services; collectively, "Feedback") may be freely utilized by Zencity without attribution or compensation of any kind to Customer. Feedback shall not include any Customer Confidential Information, and Zencity shall not disclose the source of any Feedback.

4. **CONFIDENTIALITY.** Each party (the "**Receiving Party**") agrees not to disclose (except as permitted herein) any Confidential Information of the other party and any other information that a reasonable person should have reason to believe is proprietary, confidential, or competitively sensitive (the "**Disclosing Party**") without the Disclosing Party's prior written consent. "**Confidential Information**" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable License Agreement). Zencity's Confidential Information includes, without limitation, the software underlying the Licensed Program and all Documentation. The Receiving Party agrees: (i) to use and disclose the Confidential Information only in connection with this Agreement; and (ii) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Receiving Party shall, before receipt or usage of such Confidential Information inform its personnel of Receiving Party's confidentiality obligations under this Agreement. Notwithstanding the foregoing, Confidential Information does not include information that: (i) has become publicly known through no breach by the Receiving Party; (ii) was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (iii) is independently developed by the Receiving Party without access to such Confidential Information. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

The receiving Party shall only permit access to the disclosing Party's Confidential Information to its and/or its Affiliates' respective employees, consultants, affiliates, service providers, agents, partners, and subcontractors having a need to know such information, and who are bound by at least equivalent obligations of confidentiality and non-disclosure as those under this Agreement (such recipients being "**Authorized Recipients**"). The receiving Party is responsible for the compliance of its Authorized Recipients with the confidentiality and non-disclosure obligations of this Agreement.

Notwithstanding the foregoing, each Party can disclose the terms and existence of this Agreement to third parties in connection with a due diligence review (i.e., a potential investment in a Party or a going-public transaction) subject to such third parties being bound by at least equivalent obligations of confidentiality and non-disclosure as those under this Agreement. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the disclosing Party.

## 5. DATA AND MATERIALS LICENSE.

- 5.1. Customer grants Zencity a non-exclusive, transferable, perpetual, worldwide, and royalty-free license to use any data or information provided by Customer for use in, by, or in connection with the Licensed Program, any information collected, and/or any analysis of any such information conducted by the Licensed Program.
- 5.2. Any content created by Customer and provided to Zencity for use in connection with the Licensed Program or other services provided by Zencity ("**Customer Materials**") shall be the sole property of the Customer. Customer hereby grants Zencity and its successors and assigns a perpetual, irrevocable, transferrable, worldwide, royalty-free, fully paid-up, and non-exclusive license under any of Customer's intellectual property, moral or privacy rights to use, copy, distribute, display, modify and create derivative works of any Customer Materials for the provision of the services in accordance with the terms of this Agreement. The parties acknowledge that Zencity does not require any Personal Data to be provided in order to provide the Licensed Program and Customer undertakes that it shall not provide Zencity with any Personal Data as part of the Customer Materials. To the extent the Customer Materials shall include any Personal Data it shall be incidental and Customer shall be fully liable for such Personal Data in accordance with the terms of this Agreement and applicable law.
- 5.3. Customer acknowledges and agrees that Zencity may collect and process information regarding the configuration, performance, security, access to and use of the Services by Customer including product usage and support metrics, logs and findings, threat intelligence or threat actor data and potentially malicious artifacts scanned or generated by the Services ("**Account Data**") for its internal business purposes including to develop, improve, support, secure and operate the Services, in each case without derogating from Zencity's confidentiality, data and security obligations hereunder and without identifying Customer or Customer Data to other customers or third parties which are not deemed Authorized Recipients under this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall restrict Zencity's use of Account Data that has been anonymized in accordance with applicable laws ("**Anonymized Data**").
- 5.4. **AI Features.** From time to time, Zencity may make available certain functionalities that allow Customer to utilize artificial intelligence, machine learning, or similar technologies through the Platform in connection with the Services' processing of Customer Data (the "**AI Features**"). Customer's use of such AI Features is optional . If Customer elects to use AI Features, Customer Data may be used to train or improve third-party foundation models without Customer's prior written consent. Customer or its Permitted Users may provide input, including Customer Data, for use with the AI Features ("**AI Input**") and receive output generated and returned by the AI Features based on the AI Input ("**AI Output**"). Other customers providing similar AI Input to the AI Features may receive the same or similar AI Output. Customer acknowledges and agrees that Customer is responsible for reviewing and validating AI Output for its needs and technical environment before electing to use AI Output. Customer agrees to comply with any applicable AI Feature restrictions described in the Documentation. NOTWITHSTANDING ANY CONTRARY PROVISION HEREIN, ZENCITY DOES NOT REPRESENT OR WARRANT THAT THE AI OUTPUT WILL BE ACCURATE, COMPLETE, ERROR-FREE, OR FIT FOR A PARTICULAR PURPOSE.

## 6. FEES.

- 6.1. The fees for the Licensed Program ("**Fees**") are set forth in the applicable Order Form. The Services are conditioned on Customer's payment of the applicable fees as set forth in each Order and Zencity reserves the right, following at least thirty (30) days' prior written notice to Customer, to suspend Customer's access to the Services for non or late payment of any amounts not subject to a good faith dispute.

- 6.2. Unless otherwise specified in an Order: (i) Customer will pay all amounts due under this Agreement in U.S. Dollars currency, (ii) Fees for the entire Subscription Term set out in the applicable Order are due at the commencement of such Subscription Term and payable as described in the Order; (iii) all Fees are due and payable within thirty (30) days of the date of Zencity's invoice; (iv) any amount not paid when due shall accrue interest on a daily basis until paid in full at the lesser of: (a) the rate of one and a half percent (1.5%) per month; or (b) the highest amount permitted by applicable law; and (v) all amounts payable under each Direct Order are exclusive of all sales, use, value-added, withholding, and other direct or indirect taxes, charges, levies and duties ("**Taxes**"). For the avoidance of doubt, discounts or credits relating to any term defined in any Order Form shall apply to said term only and shall not carry over to any Renewal Term.

## 7. **TERM & TERMINATION**

- 7.1. This Agreement shall commence on the Effective Date and continue for the period of three years, unless earlier terminated in accordance with this Section 7.
- 7.2. The Initial Term shall be automatically extended for successive renewal terms of 36 months each (each, a "**Renewal Term**" and collectively with the Initial Term, the "**Term**") unless either party provides written notice of non-renewal to the other party at least 60 days before the end of each applicable term.
- 7.3. Either party may terminate this Agreement for cause with immediately only if: (a) the other Party breaches any material term or condition of an Order and/or this Agreement, and (b) such breach remains uncured thirty (30) days after the breaching Party receives written notice thereof; **or** (c) the other party is judged bankrupt or insolvent, makes a general assignment for the benefit of its creditors, a trustee or receiver is appointed for such party; or any petition by or on behalf of such party is filed under any bankruptcy or similar laws.
- 7.4. Upon termination or expiration of this Agreement and/or an Order: (i) all rights granted to Customer in the Platform shall expire, and Customer shall discontinue any further use and access thereof; and (ii) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.
- 7.5. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

## 8. **WARRANTY AND DISCLAIMER**

- 8.1. Zencity represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Licensed Program shall perform in accordance with generally prevailing industry standards.
- 8.2. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; (ii) it owns all right, title, and interest in and to all data, including without limitation, any Personal Data that may be included therein, provided to Zencity (if any) for use in connection with this Agreement, or possesses the necessary authorization thereto; and (iii) Zencity's use of such data or materials including Customer Materials as contemplated hereunder will not violate the rights of any third party; (iv) it has all right, license and consent required to provide Zencity with the Customer Materials, including Personal Data contained therein, if and to the extent provided in accordance with Section 6.2 above; (v) the Customer Materials and Zencity's use thereof in accordance with the terms of this Agreement does not and will not infringe upon any third party's right; and (vi) it shall at all times use the Licensed Program in compliance with applicable Data Protection laws.
- 8.3. "**Data Protection Laws**" means all laws and regulations of the European Union, the EEA and their Member States, Switzerland, the United Kingdom, and the United States Privacy Laws, each if and to the extent applicable to the Processing of Customer Personal Data under this Agreement.

- 8.4. **“United States Privacy Laws”** means the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et seq., as amended by the California Privacy Rights Act of 2020 along with any associated regulations (“CCPA”); the Virginia Consumer Data Protection Act (“VCDPA”); the Colorado Privacy Act; and any similar U.S. laws governing data privacy and security once effective. **“Personal Data”** have the definition ascribed to it by the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (“GDPR”) or any parallel term in the jurisdiction in which the Licensed Program is being used.
- 8.5. Customer represents that the individual executing this Agreement on its behalf is duly authorized to do so, and that such execution creates a binding obligation on the from the Effective Date and forward, in accordance with the terms of this Agreement..
- 8.6. Zencity does not warrant that use of the licensed program will be uninterrupted or error-free; nor does it make any warranty as to the results that may be obtained from use of the licensed program. except as set forth in this section, the licensed program is provided "as is" and zencity disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement. zencity does not warrant that any or all failures, defects or errors will be corrected, or warrant that the functions contained in the licensed program will meet customer’s requirements.
- 8.7. To the extent the Licensed Program or any services provided by Zencity hereunder are provided through or in connection with any third-party services, Zencity shall not have any responsibility for any technical issues or limitations resulting from the use of such third-party service, including actions of Zencity on such third-party service taken on behalf of and at the instruction of Customer. Customer acknowledges and agrees that use of any third-party service shall be in accordance with such third party's terms and privacy policy. Zencity shall not be responsible for any warranties and representations made by any third party to customer, and such warranties and representations are the sole responsibility of such third party.
9. **LIMITATION OF LIABILITY.** To the maximum extent permitted by law, and notwithstanding any other provision of this agreement:
- (a) Except with respect to excluded claims (as defined below) and subject to section 9.5(c), in no event shall either party or its affiliates be liable to the other party or its affiliates for any indirect, incidental, special, punitive, or consequential damages, including without limitation loss of revenue, profits, reputation, or data, or the cost of procuring substitute services, even if such party has been advised of the possibility of such damages.
- (B) Except with respect to excluded claims and protected information claims, each party’s and its affiliates’ total aggregate liability to the other party and its affiliates arising out of or related to this agreement, regardless of the form of action (whether in contract, tort, or otherwise), shall not exceed the total fees actually paid by customer under the applicable order form during the twelve (12) month period preceding the event giving rise to the claim (the **“general liability cap”**).
- (C) For protected information claims (as defined below), each party’s and its affiliates’ total aggregate liability shall not exceed two (2) times the general liability cap (the **“expanded liability cap”**).
- THESE LIMITATIONS OF LIABILITY APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND EVEN IF A LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.**
- “Excluded Claims”** means: (i) either party’s indemnification obligations under Section 10 (Intellectual Property Infringement); (ii) liability arising from a party’s gross negligence or willful misconduct; and (iii) any liability which cannot be excluded or limited under applicable law.

**Protected Information Claims**” means any liability arising from a breach of Section 6 (Customer Data), Section 8 (Security), or Section 11 (Confidentiality).

## 10. INDEMNIFICATION.

- 10.1. Zencity agrees to defend, at its expense, any third-party action or suit brought against Customer alleging that the Platform, when used in accordance with this Agreement and the applicable Order Form or Partner Order, infringes any third party’s intellectual property rights (an “IP Infringement Claim”). Zencity will pay any damages finally awarded against Customer, or settlement amounts approved in writing by Zencity, arising out of such IP Infringement Claim, provided that: (i) Customer promptly notifies Zencity in writing of the claim; (ii) Zencity has sole control over the defense and settlement of the claim; and (iii) Customer provides Zencity with all reasonable assistance, at Zencity’s expense, and refrains from admitting liability or settling without Zencity’s prior written consent.
- 10.2. If the Platform becomes, or in Zencity’s opinion is likely to become, the subject of an IP Infringement Claim, Zencity may, at its sole discretion: (a) procure for Customer the right to continue using the Platform; (b) replace or modify the Platform to avoid infringement; or (c) if neither (a) nor (b) is commercially feasible, terminate the affected Order(s) and provide Customer with a pro-rata refund of any prepaid fees for the remaining unused portion of the Term.
- 10.3. Zencity shall have no liability for any IP Infringement Claim to the extent arising from: (i) modifications made by anyone other than Zencity; (ii) Customer’s failure to implement updates provided by Zencity to avoid infringement; or (iii) use of the Platform in combination with third-party software not provided by or approved in writing by Zencity.
- 10.4. Customer shall indemnify and hold harmless Zencity, its affiliates, and their respective officers, directors, employees, and agents (each, an “Indemnitee”) from and against any and all losses, liabilities, damages, costs, and expenses (including reasonable legal fees), interest, and penalties (collectively, “Losses”) arising out of or related to any third-party claim against an Indemnitee arising from: (a) Customer’s fraud, gross negligence, or willful misconduct; (b) any actual or alleged infringement or misappropriation of third-party intellectual property rights by Customer; or (c) any breach by Customer of its confidentiality, privacy, or security obligations under this Agreement.
- 10.5. Zencity shall promptly notify Customer of any claim for which it seeks indemnification, but failure to provide prompt notice shall not relieve Customer of its obligations, except to the extent materially prejudiced by such failure. Customer shall have the right to assume the defense of the claim, subject to Zencity’s right to participate in the defense with counsel of its own choosing, at its own expense. Zencity may assume control of the defense if: (i) Customer fails to diligently pursue the defense; (ii) a conflict of interest arises; or (iii) the claim seeks injunctive relief. Zencity shall provide reasonable assistance, at Customer’s expense, and shall not settle any claim without Customer’s prior written consent, which shall not be unreasonably withheld.
- 10.6. **Miscellaneous.** Capitalized terms not otherwise defined in these Terms and Conditions have the meaning set forth in the applicable License Agreement. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of God, act of governmental authority, or due to war, riot, labor difficulty, pandemic, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing. Zencity shall have the right to use and display Customer’s logos and trade names for marketing and promotional purposes in connection with Zencity’s website and marketing materials, subject to Customer’s trademark usage guidelines (as provided to Zencity). If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable by either party without the other party’s prior written consent, provided however that either party may assign this Agreement to a successor to all or substantially all of its business or assets. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications,

and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of New York without regard to its conflict of laws provisions and the competent courts of New York City shall have exclusive jurisdiction to hear any disputes arising hereunder.

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## ADDENDUM 1 - DATA PROCESSING ADDENDUM

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This Data Processing Addendum (“**DPA**”) is incorporated by reference into the agreement governing the use of Zencity’s services (“**Agreement**”) entered by and between you, the Customer (as defined in the Agreement) (collectively, “**you**”, “**your**”, “**Customer**”), and Zencity Technologies Ltd. or an Affiliate (“**Zencity**”, “**us**”, “**we**”, “**our**”) to reflect the parties’ agreement with regard to the Processing of Personal Data by Zencity solely on behalf of the Customer. Both parties shall be referred to as the “**Parties**” and each, a “**Party**”.

Capitalized terms not defined herein shall have the meanings assigned to such terms in the Agreement.

By using the Services, Customer accepts this DPA and you represent and warrant that you have full authority to bind the Customer to this DPA. If you cannot, or do not agree to, comply with and be bound by this DPA, or do not have authority to bind the Customer or any other entity, please do not provide Personal Data to us. In the event of any conflict between certain provisions of this DPA and the provisions of the Agreement, the provisions of this DPA shall prevail over the conflicting provisions of the Agreement solely with respect to the Processing of Personal Data.

### 1. DEFINITIONS

#### 1.1 Definitions:

- (a) “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control”, for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- (b) “**Authorized Affiliate**” means any of Customer's Affiliate(s) which is explicitly permitted to use the Services pursuant to the Agreement between Customer and Zencity but has not signed its own agreement with Zencity and is not a "Customer" as defined under the Agreement.
- (c) “**CCPA**” means the California Consumer Privacy Act of 2018, Cal. Civ. Code §§ 1798.100 et. seq.
- (d) The terms, “**Controller**”, “**Member State**”, “**Processor**”, “**Processing**” and “**Supervisory Authority**” shall have the same meaning as in the GDPR. The terms “**Business**”, “**Business Purpose**”, “**Consumer**” and “**Service Provider**” shall have the same meaning as in the CCPA.
- (e) For the purpose of clarity, within this DPA “**Controller**” shall also mean “**Business**”, and “**Processor**” shall also mean “**Service Provider**”, to the extent that the CCPA applies. In the same manner, Processor’s Sub-processor shall also refer to the concept of Service Provider.
- (f) “**Data Protection Laws**” means all privacy and data protection laws and regulations, including such laws and regulations of the European Union, the European Economic Area and their Member States, Switzerland, the United Kingdom, Canada, Israel and the United States of America, as applicable to the Processing of Personal Data under the

Agreement including (without limitation) the GDPR, the UK GDPR, and the CCPA, as applicable to the Processing of Personal Data hereunder.

- (g) **“Data Subject”** means the identified or identifiable person to whom the Personal Data relates.
- (h) **“GDPR”** means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- (i) **“Personal Data”** or **“Personal Information”** means any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, to or with an identified or identifiable natural person or Consumer, which is processed by Zencity solely on behalf of Customer, under this DPA and the Agreement between Customer and Zencity.
- (j) **“Services”** means the services provided to Customer by Zencity in accordance with the Agreement.
- (k) **“Security Documentation”** means the security documentation applicable to the Services, as updated from time to time and as made reasonably available by Zencity.
- (l) **“Sensitive Data”** means Personal Data which includes any of the following: (a) social security number, tax file number, passport number, driver's license number, or similar identifier (or any portion thereof); (b) credit or debit card number; (c) financial, credit, genetic, biometric or health information; (d) information revealing racial origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences; (e) account passwords in unhashed form; or (f) other Personal Data that falls within the definition of “special categories of data” under applicable Data Protection Laws.
- (m) **“Standard Contractual Clauses”** shall mean the Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021.
- (n) **“Sub-processor”** means any third party that Processes Personal Data under the instruction or supervision of Zencity.
- (o) **“UK GDPR”** means the Data Protection Act 2018, as well as the GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (SI 2019/419).

## 2. PROCESSING OF PERSONAL DATA

- 2.1 **Roles of the Parties.** The Parties acknowledge and agree that with regard to the Processing of Personal Data solely on behalf of Customer, (i) Customer is the Controller of Personal Data, (ii) Zencity is the Processor of such Personal Data, (iii) for the purposes of the CCPA (and to the extent applicable), Customer is the “Business” and Zencity is the “Service Provider”. The terms

“Controller” and “Processor” below hereby signify Customer and Zencity, respectively.

- 2.2 **Customer’s Processing of Personal Data.** Customer, in its use of the Services, and Customer’s instructions to the Processor, shall comply with Data Protection Laws. Customer shall establish and have any and all required legal bases in order to collect, Process and transfer to Processor the Personal Data, and to authorize the Processing by Processor, and for Processor’s Processing activities on Customer’s behalf, including the pursuit of ‘business purposes’ as defined under the CCPA.
- 2.3 **Processor’s Processing of Personal Data.** When Processing on Customer’s behalf under the Agreement, Processor shall Process Personal Data for the following purposes: (i) Processing in accordance with the Agreement and this DPA; (ii) Processing for Customer as part of its provision of the Services; (iii) Processing to comply with Customer’s reasonable and documented instructions, where such instructions are consistent with the terms of the Agreement, regarding the manner in which the Processing shall be performed; (iv) rendering Personal Data fully anonymous, non-identifiable and non-personal in accordance with applicable standards recognized by Data Protection Laws and guidance issued thereunder; (v) Processing as required under the laws applicable to Processor, and/or as required by a court of competent jurisdiction or other competent governmental or semi-governmental authority, provided that Processor shall inform Customer of the legal requirement before Processing, unless that law prohibits such information on important grounds of public interest.

Processor shall inform Customer without undue delay if, in Processor’s opinion, an instruction for the Processing of Personal Data given by Customer infringes applicable Data Protection Laws. To the extent that Processor cannot comply with an instruction from Customer, Processor (i) shall inform Customer, providing relevant details of the issue, (ii) Processor may, without liability to Customer, temporarily cease all Processing of the affected Personal Data (other than securely storing such data) and/or suspend Customer’s access to the Services, and (iii) if the Parties do not agree on a resolution to the issue in question and the costs thereof, Customer may, as its sole remedy, terminate the Agreement and this DPA with respect to the affected Processing, and Customer shall pay to Processor all the amounts owed to Processor or due before the date of termination. Customer will have no further claims against Processor (including, without limitation, requesting refunds for Services) pursuant to the termination of the Agreement and the DPA as described in this paragraph.

- 2.4 **Details of the Processing.** The subject-matter of Processing of Personal Data by Processor is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Schedule 1 (Details of Processing) to this DPA.
- 2.5 **Sensitive Data.** The Parties agree that the Services are not intended for the processing of Sensitive Data, and that if Customer wishes to use the Services to process Sensitive Data, it must first obtain the Processor’s explicit prior written consent.
- 2.6 **CCPA Standard of Care; No Sale of Personal Information.** Processor acknowledges and confirms that it does not receive or process any Personal Information as consideration for any services or other items that Processor provides to Customer under the Agreement. Processor shall not have, derive, or exercise any rights or benefits regarding Personal Information Processed on Customer’s behalf, and may use and disclose Personal Information solely for the purposes for which such

Personal Information was provided to it, as stipulated in the Agreement and this DPA. Processor certifies that it understands the rules, requirements and definitions of the CCPA and agrees to refrain from selling (as such term is defined in the CCPA) any Personal Information Processed hereunder without Customer's prior written consent, nor taking any action that would cause any transfer of Personal Information to or from Processor under the Agreement or this DPA to qualify as "selling" such Personal Information under the CCPA.

### **3. DATA SUBJECT REQUESTS**

Processor shall, to the extent legally permitted, notify Customer or refer Data Subject or Consumer, as the case may be, to Customer, if Processor receives a request from a Data Subject or Consumer to exercise their rights (to the extent available to them under applicable Data Protection Laws) of access, right to rectification, restriction of Processing, erasure, data portability, objection to the Processing, their right not to be subject to automated individual decision making, to opt-out of the sale of Personal Information, or the right not to be discriminated against ("**Data Subject Request**"). Taking into account the nature of the Processing, Processor shall assist Customer by implementing appropriate technical and organizational measures, insofar as this is possible and reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws. Processor may refer Data Subject Requests received, and the Data Subjects making them, directly to the Customer for its treatment of such requests.

### **4. CONFIDENTIALITY**

Processor shall ensure that its personnel and advisors engaged in the Processing of Personal Data have committed themselves to confidentiality.

### **5. SUB-PROCESSORS**

**5.1 Appointment of Sub-processors.** Customer acknowledges and agrees that (a) Processor's Affiliates may be engaged as Sub-processors; and (b) Processor and Processor's Affiliates may each engage third-party Sub-processors in connection with the provision of the Services.

**5.2 List of Current Sub-processors and Notification of New Sub-processors.**

**5.2.1** Processor shall make available to Customer the current list of Sub-Processors used by Processor to process Personal Data upon sending an email to [privacy@zencity.io](mailto:privacy@zencity.io) with the subject header "Sub Processors List". Such Sub-processor list includes the identities of those Sub-processors and the entity's country ("**Sub-Processor List**"). The Sub-Processor List as of the date of first use of the Services by Customer is hereby deemed authorized upon first use of the Services. Customer may reasonably object to Processor's use of an existing Sub-processor for reasons relating to the protection of Personal Data intended to be Processed by such Sub-processor, by providing a written objection to [privacy@zencity.io](mailto:privacy@zencity.io) within three (3) business days following the first use of the Services. In the event Customer reasonably objects to an existing Sub-processor, as permitted in the preceding sentence, Customer may, as a sole remedy, terminate the applicable Agreement and this DPA with respect only to those Services which cannot be provided by Processor without the use of the objected-to Sub-processor, by providing

written notice to Processor; provided that all amounts due under the Agreement before the termination date with respect to the Processing at issue shall be duly paid to Processor. Customer will have no further claims against Processor due to (i) past use of approved Sub-processors prior to the date of objection or (ii) the termination of the Agreement (including, without limitation, requesting refunds) and the DPA in the situation described in this paragraph.

5.2.2 Processor may appoint new Sub Processors and shall give notice of the planned appointment of any new Sub Processor through an email from [privacy@zencity.io](mailto:privacy@zencity.io). Processor shall provide notification of any new Sub-processor(s) before authorizing such new Sub-processor(s) to Process Personal Data in connection with the provision of the Services.

5.3 **Objection to New Sub-processors.** Customer may reasonably object to Processor's use of a new Sub-processor, for reasons relating to the protection of Personal Data intended to be Processed by such Sub-processor, by notifying Processor promptly in writing within seven (7) days after receipt of a Processor notification in accordance with the mechanism set out in Section 5.2.2. Such written objection shall include the reasons for objecting to Processor's use of such new Sub-processor. Failure to object to such new Sub-processor in writing within seven (7) days following Processor's notice shall be deemed as acceptance of the new Sub-Processor. In the event Customer reasonably objects to a new Sub-processor, as permitted in the preceding sentences, Processor will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening the Customer. If Processor is unable to make available such change within thirty (30) days, Customer may, as a sole remedy, terminate the applicable Agreement and this DPA with respect only to those Services which cannot be provided by Processor without the use of the objected-to new Sub-processor, by providing written notice to Processor. All amounts due under the Agreement before the termination date with respect to the Processing at issue shall be duly paid to Processor. Until a decision is made regarding the new Sub-processor, Processor may temporarily suspend the Processing of the affected Personal Data and/or suspend access to the Account. Customer will have no further claims against Processor due to the termination of the Agreement (including, without limitation, requesting refunds) and/or the DPA in the situation described in this paragraph.

5.4 **Agreements with Sub-processors.** Processor or a Processor's Affiliate has entered into a written agreement with each Sub-processor containing appropriate safeguards to the protection of Personal Data. Where Processor engages a new Sub-processor for carrying out specific Processing activities on behalf of the Customer, the same or materially similar data protection obligations as set out in this DPA shall be imposed on such new Sub-processor by way of a contract, in particular obligations to implement appropriate technical and organizational measures in such a manner that the Processing will meet the requirements of the GDPR. Where a Sub-processor fails to fulfil its data protection obligations concerning its Processing of Personal Data, Processor shall remain responsible for the performance of the Sub-processor's obligations.

## 6. SECURITY & AUDITS

6.1 **Controls for the Protection of Personal Data.** Processor shall maintain industry-standard

technical and organizational measures for protection of Personal Data Processed hereunder (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data, confidentiality and integrity of Personal Data, including those measures set forth in the Security Documentation), as may be amended from time to time. Upon the Customer's reasonable request, Processor will reasonably assist Customer, at Customer's cost and subject to the provisions of Section 11.1 below, in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the Processing and the information available to Processor.

- 6.2 **Audits and Inspections.** Upon Customer's 14 days prior written request at reasonable intervals (no more than once every 12 months), and subject to strict confidentiality undertakings by Customer, Processor shall make available to Customer that is not a competitor of Processor (or Customer's independent, reputable, third-party auditor that is not a competitor of Processor and not in conflict with Processor, subject to their confidentiality and non-compete undertakings) information necessary to demonstrate compliance with this DPA, and allow for and contribute to audits, including inspections, conducted by them (provided, however, that such information, audits, inspections and the results therefrom, including the documents reflecting the outcome of the audit and/or the inspections, shall only be used by Customer to assess compliance with this DPA, and shall not be used for any other purpose or disclosed to any third party without Processor's prior written approval. Upon Processor's first request, Customer shall return all records or documentation in Customer's possession or control provided by Processor in the context of the audit and/or the inspection). If and to the extent that the Standard Contractual Clauses apply, nothing in this Section 6.2 varies or modifies the Standard Contractual Clauses nor affects any Supervisory Authority's or Data Subject's rights under the Standard Contractual Clauses.
- 6.3 In the event of an audit or inspections as set forth above, Customer shall ensure that it (and each of its mandated auditors) will not cause (or, if it cannot avoid, minimize) any damage, injury or disruption to Processor's premises, equipment, personnel and business while conducting such audit or inspection.
- 6.4 The audit rights set forth in 6.2 above, shall only apply to the extent that the Agreement does not otherwise provide Customer with audit rights that meet the relevant requirements of Data Protection Laws (including, where applicable, article 28(3)(h) of the GDPR or the UK GDPR).

## 7. **DATA INCIDENT MANAGEMENT AND NOTIFICATION**

Processor maintains security incident management policies and procedures and, to the extent required under applicable Data Protection Laws, shall notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data Processed by Processor on behalf of the Customer (a "**Data Incident**"). Processor shall make reasonable efforts to identify and take those steps as Processor deems necessary and reasonable in order to remediate the cause of such Data Incident to the extent the remediation is within Processor's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or anyone who uses the Services on Customer's behalf. Customer will not make, disclose, release or publish any finding, admission of liability, communication, notice, press release or report concerning any Data Incident which

directly or indirectly identifies Processor (including in any legal proceeding or in any notification to regulatory or supervisory authorities or affected individuals) without Processor's prior written approval, unless, and solely to the extent that, Customer is compelled to do so pursuant to applicable Data Protection Laws. In the latter case, unless prohibited by law, Customer shall provide Processor with reasonable prior written notice to provide Processor with the opportunity to object to such disclosure and in any case Customer will limit the disclosure to the minimum scope required.

## **8. RETURN AND DELETION OF PERSONAL DATA**

Within 60 days following termination of the Agreement and subject thereto, Processor shall, at the choice of Customer (indicated through the Services or in written notification to Processor), delete or return to Customer all the Personal Data it Processes solely on behalf of the Customer in the manner described in the Agreement, and Processor shall delete existing copies of such Personal Data unless Data Protection Laws require otherwise. To the extent authorized or required by applicable law, Processor may also retain one copy of the Personal Data solely for evidence purposes and/or for the establishment, exercise or defense of legal claims and/or for compliance with legal obligations.

## **9. CROSS-BORDER DATA TRANSFERS**

**9.1 Transfers from the EEA, Switzerland and the United Kingdom to countries that offer adequate level or data protection.** Personal Data may be transferred from EU Member States, the three EEA member countries (Norway, Liechtenstein and Iceland) (collectively, "**EEA**"), Switzerland and the United Kingdom ("**UK**") to countries that offer an adequate level of data protection under or pursuant to the adequacy decisions published by the relevant data protection authorities of the EEA, the European Union, the Member States or the European Commission, Switzerland, and/or the UK as relevant ("**Adequacy Decisions**"), as applicable, without any further safeguard being necessary.

**9.2 Transfers from the EEA, Switzerland and the United Kingdom to other countries.** If the Processing of Personal Data by Processor includes a transfer (either directly or via onward transfer):

- (i) from the EEA or Switzerland to other countries which have not been subject to a relevant Adequacy Decision, and such transfers are not performed through an alternative recognized compliance mechanism as may be adopted by Processor for the lawful transfer of personal data (as defined in the GDPR) outside the EEA or Switzerland ("**EEA Transfer**"), the terms set forth in Part 1 of **Schedule 2** (EEA Cross Border Transfers) shall apply;
- (ii) from the UK to other countries which have not been subject to a relevant Adequacy Decision, and such transfers are not performed through an alternative recognized compliance mechanism as may be adopted by Processor for the lawful transfer of personal data (as defined in the UK GDPR) outside the EEA or UK ("**UK Transfer**"), the terms set forth in Part 2 of **Schedule 2** (UK Cross Border Transfers) shall apply;
- (iii) the terms set forth in Part 3 of **Schedule 2** (Additional Safeguards) shall apply to an EEA Transfer and a UK Transfer.

## 10. AUTHORIZED AFFILIATES

- 10.1 **Contractual Relationship.** The Parties acknowledge and agree that, by executing the DPA, the Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, in which case each Authorized Affiliate agrees to be bound by the Customer's obligations under this DPA, if and to the extent that Processor Processes Personal Data on the behalf of such Authorized Affiliates, thus qualifying them as the "**Controller**". All access to and use of the Services by Authorized Affiliates must comply with the terms and conditions of the Agreement and this DPA and any violation of the terms and conditions therein by an Authorized Affiliate shall be deemed a violation by Customer.
- 10.2 **Communication.** Customer shall remain responsible for coordinating all communication with Processor under the Agreement and this DPA and shall be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.

## 11. OTHER PROVISIONS

- 11.1 **Data Protection Impact Assessment and Prior Consultation.** Upon Customer's reasonable request, Processor shall provide Customer, at Customer's cost, with reasonable cooperation and assistance needed to fulfil Customer's obligation under the GDPR or the UK GDPR (as applicable) to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to Processor. Processor shall provide, at Customer's cost, reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating to this Section 11.1, to the extent required under the GDPR or the UK GDPR, as applicable.
- 11.2 **Modifications.** Each Party may by at least forty-five (45) calendar days' prior written notice to the other Party, request in writing any variations to this DPA if they are required as a result of any change in, or decision of a competent authority under, any Data Protection Laws, to allow Processing of Customer Personal Data to be made (or continue to be made) without breach of those Data Protection Laws. Pursuant to such notice: (a) Processor shall make commercially reasonable efforts to accommodate such modification requested by Customer or that Processor believes is necessary; and (b) Customer shall not unreasonably withhold or delay agreement to any consequential variations to this DPA proposed by Processor to protect the Processor against additional risks, or to indemnify and compensate Processor for any further steps and costs associated with the variations made herein at Customer's request. The Parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements identified in Customer's or Processor's notice as soon as is reasonably practicable. In the event that the Parties are unable to reach such an agreement within 30 days of such notice, then Customer or Processor may, by written notice to the other Party, with immediate effect, terminate the Agreement to the extent that it relates to the Services which are affected by the proposed variations (or lack thereof). Customer will have no further claims against Processor (including, without limitation, requesting refunds for the Services) pursuant to the termination of the Agreement and the DPA as described in this Section.

## SCHEDULE 1 - DETAILS OF THE PROCESSING

### Nature and Purpose of Processing

1. Providing the Services to Customer;
2. Performing the Agreement, this DPA and/or other contracts executed by the Parties;
3. Acting upon Customer's instructions, where such instructions are consistent with the terms of the Agreement;
4. Sharing Personal Data with third parties in accordance with Customer's instructions and/or pursuant to Customer's use of the Services (e.g., integrations between the Services and any services provided by third parties, as configured by or on behalf of Customer to facilitate the sharing of Personal Data between the Services and such third-party services);
5. Complying with applicable laws and regulations;
6. All tasks related with any of the above.

### Duration of Processing

Subject to any section of the DPA and/or the Agreement dealing with the duration of the Processing and the consequences of the expiration or termination thereof, Processor will Process Personal Data pursuant to the DPA and Agreement for the duration of the Agreement, unless otherwise agreed upon in writing.

### Type of Personal Data

Zencity may Process the following types of Personal Data on behalf of the Customer via the Services:

1. **Resident Data.** Zencity collects or receives the following personal data relating to Residents (defined below) who engage with municipal services on various platforms:
  - (i) City hotline information (e.g. 311 reports) - full name, address and contact information such as mobile phone number and email address, demographic information such as location, contact details and details regarding the content of the report (location, subject matter and additional information provided by the Resident).
  - (ii) Social media activity - name, social media handle (which is later hashed), content uploaded to social media platform (e.g. posts, comments, interactions and tweets from Facebook, Twitter, Instagram and NextDoor, both if made publicly available on the relevant platform or if contained in a group to which Zencity is granted access).
  - (iii) Community Surveys - name, email address, telephone number, address, and answers to survey questions.
2. **Content Data.** Zencity collects the following personal data relating to Referred Individuals (defined below):
  - (i) City hotlines information (e.g. 311 reports), social media activity and community surveys - Name and other identifying information which is provided by Residents and contained in any Resident Data referred to in (i) above.
  - (ii) Local media - Name and other identifying information contained in news publications and broadcast media (e.g. online news websites, public forums, etc).

## Categories of Data Subjects

The Services may process Personal Data relating to the following categories of Data Subjects:

- Individuals who engage with municipal services such as resident requests submitted to city hotlines (e.g. 311 services), social-media activity involving the municipality or local council (e.g. posts, comments, interactions and tweets from different social media platforms such as Facebook, Twitter, Instagram and NextDoor), and community surveys (“**Resident(s)**”);
- Individuals referred to within Resident Data (for example, if a Resident posts about their mayor on social media, the information relating to the mayor) or local media reports (“**Referred Individual(s)**”);

## SCHEDULE 2 - Cross Border Transfers

### **PART 1 – EEA Transfers**

1. The parties agree that the terms of the Standard Contractual Clauses are hereby incorporated by reference and shall apply to an EEA Transfer.
2. Module Two (Controller to Processor) of the Standard Contractual Clauses shall apply where the EEA Transfer is effectuated by Customer as the data controller of the Personal Data and Zencity is the data processor of the Personal Data.
3. Clause 7 of the Standard Contractual Clauses (Docking Clause) shall not apply.
4. Option 2: GENERAL WRITTEN AUTHORISATION in Clause 9 of the Standard Contractual Clauses shall apply, and the method for appointing and time period for prior notice of Sub-processor changes shall be as set forth in Section 5.2 of the DPA.
5. In Clause 11 of the Standard Contractual Clauses, the optional language will not apply.
6. In Clause 17 of the Standard Contractual Clauses, Option 1 shall apply, and the Parties agree that the Standard Contractual Clauses shall be governed by the laws of the Republic of Ireland.
7. In Clause 18(b) of the Standard Contractual Clauses, disputes will be resolved before the courts of the Republic of Ireland.
8. Annex I.A of the Standard Contractual Clauses shall be completed as follows:

Data Exporter: Customer.

Contact details: As detailed in the Agreement.

Data Exporter Role: The Data Exporter is a data controller.

Signature and Date: By entering into the Agreement and DPA, Data Exporter is deemed to have signed these Standard Contractual Clauses incorporated herein, including their Annexes, as of the Effective Date of the Agreement.

Data Importer: Zencity Technologies Ltd.

Contact details: As detailed in the Agreement.

Data Importer Role: The Data Importer is a data processor.

Signature and Date: By entering into the Agreement and DPA, Data Importer is deemed to have signed these Standard Contractual Clauses, incorporated herein, including their Annexes, as of the Effective Date of the Agreement.

9. Annex I.B of the Standard Contractual Clauses shall be completed as follows:

The categories of data subjects are described in Schedule 1 (Details of Processing) of this DPA.

The categories of personal data are described in Schedule 1 (Details of Processing) of this DPA.

The Parties do not intend for Sensitive Data to be transferred.

The frequency of the transfer is a continuous basis for the duration of the Agreement.

The nature of the processing is described in Schedule 1 (Details of Processing) of this DPA.

The purpose of the processing is described in Schedule 1 (Details of Processing) of this DPA.

The period for which the personal data will be retained is for the duration of the Agreement, unless agreed otherwise in the Agreement and/or the DPA.

In relation to transfers to Sub-processors, the subject matter, nature, and duration of the processing is set forth at the link detailed in Section 5.2.1 of the DPA.

10. Annex I.C of the Standard Contractual Clauses shall be completed as follows:

The competent supervisory authority in accordance with Clause 13 is the supervisory authority in the Member State stipulated in Section 7 above.

11. The Security Documentation referred to in the DPA serves as Annex II of the Standard Contractual Clauses.

12. To the extent there is any conflict between the Standard Contractual Clauses and any other terms in this DPA or the Agreement, the provisions of the Standard Contractual Clauses will prevail.

## **PART 2 – UK Transfers**

1. This Part 2 is effective from the same date as the Standard Contractual Clauses.

### **Background:**

2. This Part 2 is intended to provide appropriate safeguards for the purposes of transfers of Personal Data to a third country or an international organisation in reliance on Articles 46 of the UK GDPR and, with respect to data transfers from controllers to processors and/or processors to processors.

### **Interpretation:**

3. Where this Part 2 uses terms that are defined in the Standard Contractual Clauses, those terms shall have the same meaning as in the Standard Contractual Clauses. In addition, the following terms have the following meanings:

UK Data Protection Laws	All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.
UK GDPR	The United Kingdom General Data Protection Regulation, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.
UK	The United Kingdom of Great Britain and Northern Ireland

4. This Part 2 shall be read and interpreted in the light of the provisions of UK Data Protection Laws, and so that it fulfils the intention for it to provide the appropriate safeguards as required by Article 46 GDPR.
5. This Part 2 shall not be interpreted in a way that conflicts with rights and obligations provided for in UK Data Protection Laws.
6. Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, reenacted and/or replaced after this DPA has been entered into.
7. In the event of a conflict or inconsistency between this Part 2 and the provisions of the Standard Contractual Clauses or other related agreements between the Parties, existing at the time the DPA is agreed or entered into thereafter, the provisions which provide the most protection to data subjects shall prevail.
8. This Part 2 incorporates the Standard Contractual Clauses which are deemed to be amended to the extent necessary so they operate:
- a. for transfers made by the data exporter to the data importer, to the extent that UK Data Protection Laws apply to the data exporter’s processing when making that transfer; and
  - b. to provide appropriate safeguards for the transfers in accordance with Articles 46 of the UK GDPR Laws.
9. The amendments required by Section 8 above, include (without limitation):
- a. References to the “Clauses” means this Part 2 as it incorporates the Standard Contractual Clauses
  - b. Clause 6 Description of the transfer(s) is replaced with:

“The details of the transfers(s) and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred are those specified in Annex I.B where UK Data Protection Laws apply to the data exporter’s processing when making that transfer.”

- c. References to “Regulation (EU) 2016/679” or “that Regulation” are replaced by “UK Data Protection Laws” and references to specific Article(s) of “Regulation (EU) 2016/679” are replaced with the equivalent Article or Section of UK Data Protection Laws.
  - d. References to Regulation (EU) 2018/1725 are removed.
  - e. References to the “Union”, “EU” and “EU Member State” are all replaced with the “UK”
  - f. Clause 13(a) and Part C of Annex II are not used; the “competent supervisory authority” is the Information Commissioner;
  - g. Clause 17 is replaced to state “These Clauses are governed by the laws of England and Wales”.
  - h. Clause 18 is replaced to state:

“Any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts.”
  - i. The footnotes to the Clauses do not form part of this Part 2.
10. The Parties may agree to change Clause 17 and/or 18 to refer to the laws and/or courts of Scotland or Northern Ireland.
11. The Parties may amend this Part 2 provided it maintains the appropriate safeguards required by Art 46 UK GDPR for the relevant transfer by incorporating the Standard Contractual Clauses and making changes to them in accordance with Section 8 above.
12. The Parties may give force to this Part 2 (incorporating the Standard Contractual Clauses) in any way that makes them legally binding on the Parties and allows data subjects to enforce their rights as set out in the Contractual Clauses.

### **PART 3 – Additional Safeguards**

- 1. In the event of an EEA Transfer or a UK Transfer, the Parties agree to supplement these with the following safeguards and representations, where appropriate:
  - a. The Processor shall have in place and maintain in accordance with good industry practice measures to protect the Personal Data from interception (including in transit from the Controller to the Processor and between different systems and services). This includes having in place and maintaining network protection intended to deny attackers the ability to intercept data and encryption of personal data whilst in transit and at rest intended to deny attackers the ability to read data.

- b. The Processor will make commercially reasonable efforts to resist, subject to applicable laws, any request for bulk surveillance relating to the personal data protected under GDPR or the UK GDPR, including under section 702 of the United States Foreign Intelligence Surveillance Court (“**FISA**”);
  - c. If the Processor becomes aware that any government authority (including law enforcement) wishes to obtain access to or a copy of some or all of the Personal Data, whether on a voluntary or a mandatory basis, then unless legally prohibited or under a mandatory legal compulsion that requires otherwise:
    - I. The Processor shall inform the relevant government authority that the Processor is a processor of the Personal Data and that the Controller has not authorized the Processor to disclose the Personal Data to the government authority, and inform the relevant government authority that any and all requests or demands for access to personal data should therefore be notified to or served upon the Controller in writing;
    - II. The Processor will use commercially reasonable legal mechanisms to challenge any such demand for access to Personal Data which is under the Processor’s control. Notwithstanding the above, (a) the Controller acknowledges that such challenge may not always be reasonable or possible in light of the nature, scope, context and purposes of the intended government authority access, and (b) if, taking into account the nature, scope, context and purposes of the intended government authority access to Personal Data, the Processor has a reasonable and good-faith belief that urgent access is necessary to prevent an imminent risk of serious harm to any individual or entity, this subsection (e)(II) shall not apply. In such event, the Processor shall notify the Controller, as soon as possible, following the access by the government authority, and provide the Controller with relevant details of the same, unless and to the extent legally prohibited to do so.
2. Once in every 12-month period, the Processor will inform the Controller, at the Controller’s written request, of the types of binding legal demands for Personal Data it has received and solely to the extent such demands have been received, including national security orders and directives, which shall encompass any process issued under section 702 of FISA.

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## **ADDENDUM 2 - CONTROLLER-TO-CONTROLLER PRIVACY ADDENDUM**

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This Privacy Addendum (“**Addendum**”) is entered into as of the date of the Agreement (the “**Effective Date**”) by and between the Zencity Technologies Ltd entity specified in the Agreement (“**Zencity**”) and the counterparty specified in the Agreement (“**Counterparty**”), (each, a “**Party**” and collectively, the “**Parties**”). This Addendum supplements and is part of the main agreement between the Parties which incorporates this Addendum by reference (the “**Agreement**”) and sets forth the Parties’ obligations with respect to the sharing and Processing of Personal Data in connection with the Agreement. In consideration of the mutual obligations set out herein, the Parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Agreement. Except as supplemented below, the terms of the Agreement shall remain in full force and effect. Capitalized terms not defined herein shall have the meanings assigned to such terms in the Agreement.

**d. Definitions.**

- a. **“Controller”** or **“Business”** as relevant under applicable Data Protection Laws, means the entity which determines the purposes and means of the Processing of Personal Data or such equivalent term under Data Protection Laws.
- b. **“Data Protection Laws”** means all laws and regulations relating to data protection, security and privacy, including but not limited to the laws and regulations of the European Union, the EEA and their Member States, Switzerland, the United Kingdom, and the United States, each to the extent applicable to the Parties’ Processing of Personal Data under the Agreement.
- c. **“Disclosing Party”** the Party that discloses or shares Personal Data to the other Party under the Agreement.
- d. **“EEA”** means the European Economic Area.
- e. **“Extended EEA Country”** means a country within the EEA, Switzerland or the United Kingdom, and Extended EEA Countries means the foregoing countries collectively.
- f. **“Member State(s)”** means a country that belongs to the European Union and/or the EEA.
- g. **“Personal Data”** means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier or such equivalent term under Data Protection Laws. For the purposes of this Addendum, Personal Data refers to Personal Data that is shared or disclosed between the Parties under the Agreement.
- h. **“Standard Contractual Clauses”** or **“SCCs”** means the “standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council adopted by the European Commission decision of 4 June 2021” and published under document number C (2021) 3972 available at [https://eur-lex.europa.eu/eli/dec\\_impl/2021/914/oj?uri=CELEX:32021D0914&locale=en](https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX:32021D0914&locale=en) and as may be otherwise amended or updated from time to time.
- i. **“Receiving Party”** the Party that receives or shares Personal Data from the other Party under the Agreement.

- e. **Representations and Warranties.** The Parties acknowledge and agree that each Party acts as a separate Controller of the Personal Data shared between the Parties under the Agreement. The Disclosing Party hereby represents, warrants and covenants to that: (a) it has obtained any and all required consents, rights, legal bases and/or licenses to collect and share the Personal Data with the Receiving Party for the purposes permitted under the Agreement , including, where applicable, to communicate with the leads, to send marketing and sales communications; (b) the Personal Data has been legally collected by the Disclosing Party; and (c) it has complied and shall comply with any and all applicable laws (including, but not limited to Data Protection Laws) in the performance of its obligations hereunder and Processing of the Personal Data.

**f. Data Privacy.**

- a. **Restrictions on Use.** The Disclosing Party discloses Personal Data to the Receiving Party solely for the purposes permitted by the Agreement. The Receiving Party will not “Sell” or “Share” (as both terms are defined in applicable Data Protection Laws) Personal Data provided by Counterparty pursuant to the Agreement, or otherwise retain, use, disclose, or process Personal Data, for any purpose other than for the specific purposes set forth herein or otherwise outside the direct business relationship between the parties. The Receiving Party will comply with all applicable requirements of applicable Data Protection Law, including but not limited to by: (i) providing the same level of privacy protection to Personal Data as required the Disclosing Party under applicable Data Protection Law, and in no event less than a reasonable standard of care; (ii) providing any required disclosures, such as privacy policies, notices at collection, or opt out notices to consumers whose Personal Data the Receiving Party processes; and (iii) implementing appropriate technical and organizational measures to ensure a level of security for the Personal Data appropriate to the risk. The Disclosing Party shall have the right, upon reasonable notice to the Receiving Party, to take reasonable and appropriate steps to help ensure that the

Receiving Party uses the Personal Data transferred in a manner consistent with Data Protection Laws and to stop and remediate unauthorized use of Personal Data. The Receiving Party shall notify the Disclosing Party if it makes a determination that it can no longer meet its obligations under this Addendum and in such case each Party shall be entitled to terminate the Agreement.

- b. **Data Transfers.** To the extent that the Personal Data is subject to Data Protection Laws of an Extended EEA Country and as a result of the provision of such Personal Data by the Disclosing Party to the Receiving Party, there is a transfer of Personal Data from the Extended EEA Countries to countries outside the Extended EEA Countries which are not subject to an adequacy decision published by the relevant data protection authorities of the Extended EEA Countries (“**Third Countries**”), the Parties agree that such transfers shall be undertaken on the basis of Module 1 (Controller to Controller) of the Standard Contractual Clauses which will be deemed to have been signed by each Party on the Effective Date of the Agreement, are incorporated herein by reference and construed in accordance with **Schedule 1** below, unless another mechanism provided for in the Data Protection Laws of the applicable Extended EEA Country applies.

### **Schedule 1**

#### **3. Incorporation and interpretation of the Standard Contractual Clauses**

- 1.2 In relation to transfers of Personal Data which is subject to Data Protection Laws of the EEA Extended Countries to Third Countries, the Parties agree that: Module One (Transfer Controller to Controller) of the Standard Contractual Clauses shall apply.
- 1.3 Where the data exporter is an Affiliate of the Disclosing Party, the Standard Contractual Clauses shall constitute a separate agreement between such Affiliate acting as a data exporter and the Disclosing Party acting as data importer.
- 1.4 The Parties acknowledge that the information required to be provided in the Standard Contractual Clauses, including the appendices, is set out in the Appendix below.
- 1.5 If there is a conflict between the provisions of this Addendum, the Agreement and the Standard Contractual Clauses, the Standard Contractual Clauses will prevail, provided that, except to the extent prohibited by applicable law, the Standard Contractual Clauses shall be interpreted in accordance with and subject this Addendum and the Agreement.
- 1.6 If any provision or part-provision of this Addendum and/or the Agreement causes the Standard Contractual Clauses to become an invalid export mechanism in the relevant Extended EEA Country, it shall be deemed deleted but that shall not affect the validity and enforceability of the rest of this Addendum and/or the Agreement and the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 1.7 Notwithstanding anything to the contrary, where the applicable Extended EEA Country where the data exporter is established or from where the transferred personal data originated is the UK, template Addendum B.1.0 issued by the UK ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses, (the “UK Approved Addendum”) shall amend the Standard Contractual Clauses in respect of such transfers and Part 1 of the UK Approved Addendum shall be populated as set out below:
2. Table 1. The “start date” will be the date this DPA enters into force. The “Parties” are set forth in the Appendix below.
  3. Table 2. The “Addendum EU SCCs” are the modules and clauses of the Standard Contractual Clauses selected in relation to a particular transfer in accordance with paragraphs 1.1 of this Schedule.
  4. Table 3. The “Appendix Information” is as set out in Appendix to this Schedule.
  5. Table 4. Neither party may end the UK Approved Addendum in accordance with its Section 19.
- 1.8 Except where paragraph 1.6 above applies, but notwithstanding anything else to the contrary, where the applicable Extended EEA Country where the data exporter is established or from where the transferred personal data originated is not a Member State of the European Union, references in the Standard Contractual Clauses to:

- a. “Member States of the European Union” shall refer to the applicable Extended EEA Country in which the data exporter is established or from where the transferred Personal Data originated (as applicable);
- b. “the GDPR” shall refer to the Data Protection Laws of the Extended EEA Country in which the data exporter is established or from where the Personal Data originated; and
- c. “supervisory authority” shall refer to the data protection authority in the Extended EEA Country as determined in Annex I(C) below.

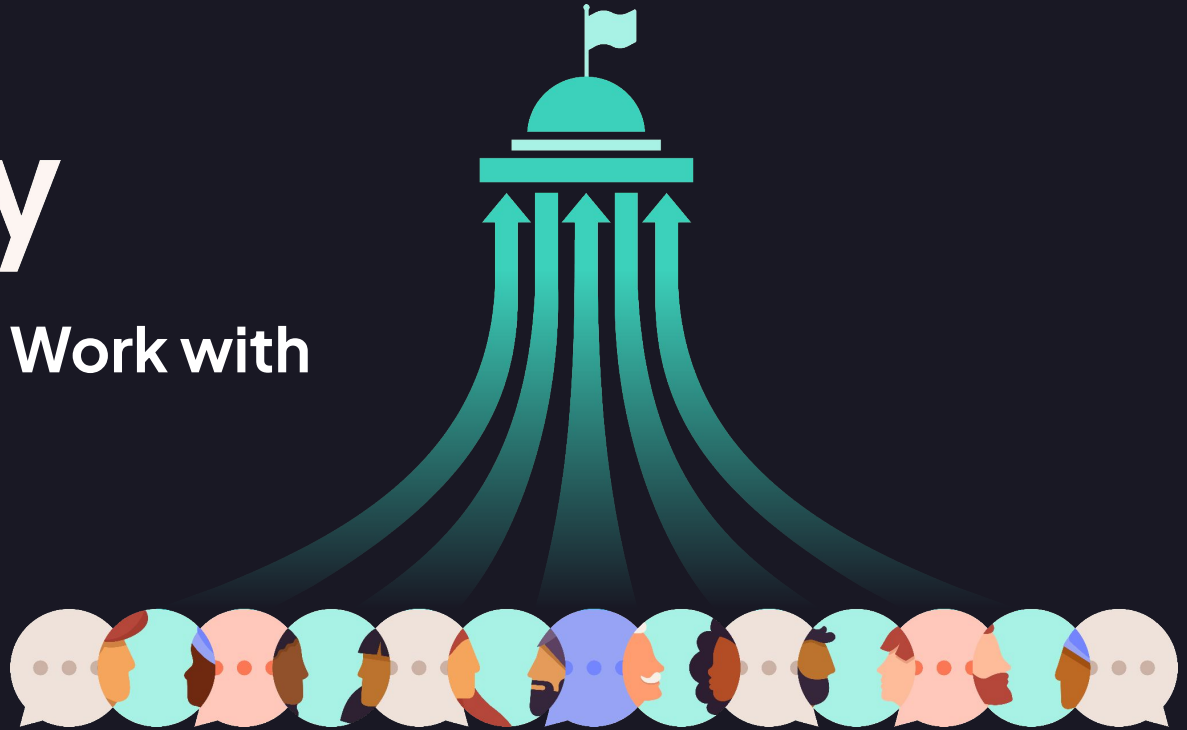
**Appendix**

<b>A. LIST OF THE PARTIES</b>	
<b>Data Exporter:</b>	Counterparty or Zencity Technologies Ltd or Counterparty or Zencity Technologies Ltd Affiliate, in each case to the extent applicable in respect of the specific transfer
<b>Data Importer:</b>	Counterparty or Zencity Technologies Ltd, in each case to the extent applicable in respect of the specific transfer
<b>B. DETAILS OF PROCESSING/TRANSFER</b>	
<b>CATEGORIES OF DATA SUBJECTS</b>	Leads, event attendees, prospective customers or partners, employees
<b>CATEGORIES OF PERSONAL DATA</b>	Business contact information such as name, email address, phone number, role, company
<b>SPECIAL CATEGORIES OF DATA (IF APPLICABLE)</b>	N/A
<b>FREQUENCY OF THE TRANSFER</b>	As regular as is required in connection with the Parties’ performance of the Agreement
<b>NATURE AND PURPOSE OF THE PROCESSING</b>	The Personal Data will be processed in connection with the Parties’ performance of the Agreement.
<b>RETENTION</b>	Personal Data will be retained in accordance with the data importer’s retention policies.
<b>C. COMPETENT SUPERVISORY AUTHORITY</b>	
Identify the competent supervisory authority/ies in accordance with Clause 13:	
<ol style="list-style-type: none"> <li>(a) Where an EU Representative has not been appointed by data exporter, the competent supervisory authority shall be the supervisory authority of the Netherlands.</li> <li>(b) Where the data exporter is established outside of the EU, but within an Extended EEA Country, the competent supervisory authority shall be the supervisory authority of the Extended EEA Country in which the data exporter is established.</li> <li>(c) Where the data exporter is established outside an Extended EEA Country and the Personal Data originates from an Extended EEA Country which is not in the EU, the supervisory authority shall be the supervisory authority of the Extended EEA Country from which the Personal Data originated.</li> </ol>	
<b>D. GOVERNING LAW AND CHOICE OF FORUM</b>	

<b>GOVERNING LAW</b>	<p>For the purposes of Clause 17 of the Standard Contractual Clauses the Parties select OPTION 1:</p> <p>where the data exporter is established in the EU or otherwise if the personal data originates from the EU, the Parties select the laws of the Netherlands</p> <p>(b) where the data exporter is established outside the EU but within an Extended EEA Country, the Parties select the laws of the Extended EEA Country where the data exporter is established</p> <p>(c) subject to (a) above, where the data exporter is established outside an Extended EEA Country, the parties select the laws of the Extended EEA Country where the personal data originates from</p>
<b>CHOICE OF FORUM</b>	<p>For the purposes of Clause 18 of the SCCs:</p> <ol style="list-style-type: none"> <li>2. where the data exporter is established in the EU or otherwise if the personal data originates from the EU, the Parties select the courts of the Netherlands</li> <li>3. where the data exporter is established outside the EU but within an Extended EEA Country, the Parties select the courts of the Extended EEA Country in which the data exporter is established</li> <li>4. subject to (a) above, where the data exporter is established outside an Extended EEA Country, the parties select the courts of the Extended EEA Country where the personal data originates from</li> </ol>
<b>TECHNICAL AND ORGANISATIONAL MEASURES</b>	<p>Each Party shall have adequate security measures in order to protect the Personal Data in compliance with Data Protection Laws.</p>
<b>E. OTHER</b>	
<p>Where the Standard Contractual Clauses identify optional provisions (or provisions with multiple options) the following will apply:</p> <p>(a) For Clause 7 (Docking Clause), the optional provision will apply.</p> <p>(b) For Clause 11(a) (Redress) – the optional provision will not apply.</p>	



# Power Government Work with Community Voices



# Zencity Engage

Project Pages & Online Surveys/Polling

# Flexible Feedback Platform



**From survey idea to helpful results in hours, not weeks**



## Pre-built Survey Templates

Ready-to-use templates for all departments and use cases.



## AI Optimization

Bias detection, question enhancement, and auto-translation built in.



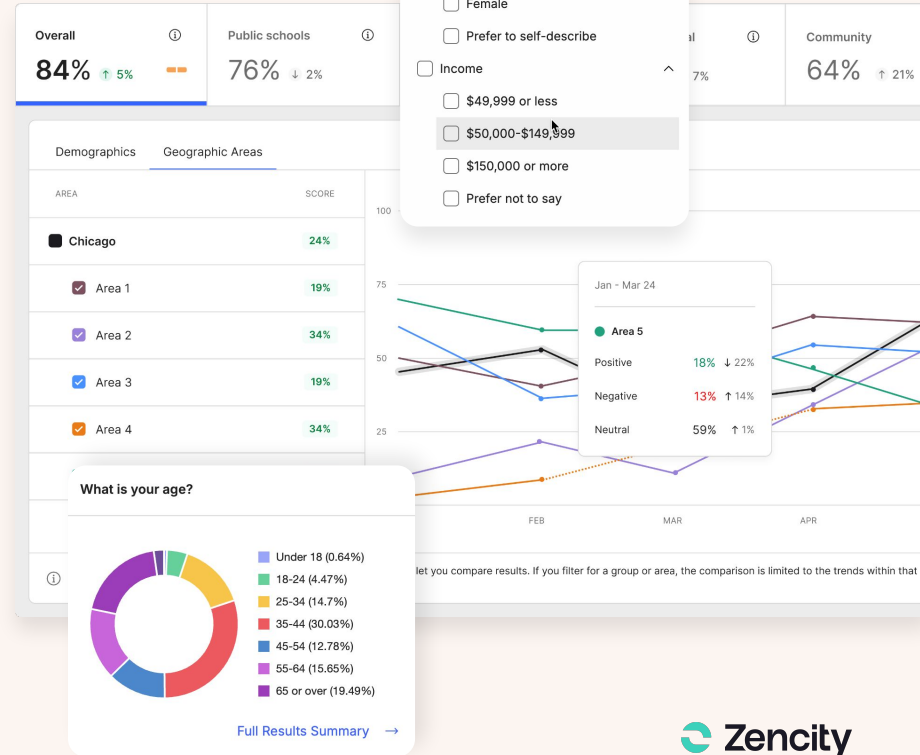
## Automated Analysis and Reporting

Instant insights with benchmarking and a priority matrix.



## Inclusive and Compliant by Design

Multi-language support, accessibility compliance, and AI moderation.



## Sample Pages

- Fargo, ND, 32nd Ave. S (BR-26-H1) project - <https://engage.zencity.io/fargo-nd/en-US/projects/32nd-ave-s-br-26-h1>
- Nantucket, MA - <https://nantucket-ma.civilspace.io/en>
- Portland, ME Budget Engagement - <https://engage.zencity.io/demo-city/en/engagements/6f60d9ce-ff8f-41f0-acd1-03121420eaa2>
- Montpelier, VT Homepage - <https://engage.zencity.io/montpelier-vt/en-US>

# Zencity Community Survey

A survey for the world we live in

# Streamlined Survey Distribution



## Reach more inclusive audiences, faster

✓ **Reach Residents Where They Are, in Real-Time**  
Always-on, multi-channel distribution engine including QR codes, website integrations, and online ads..

✓ **Digital Fingerprinting**  
Reduces duplication and prevents fraud.

✓ **Representative Data Collection**  
Engages diverse, census-reflective audiences via panels, social channels, and mobile ads.

✓ **Demographic and Geographic Targeting**  
Ensures reliable, representative samples.

✓ **Support for Live Events**  
Offline data capture with Kiosk Mode, live engagements, and paper forms.

The composite image illustrates the Zencity survey process and results. On the left, a circular diagram shows the cycle: Goal updated → Ad targeted → Ad served → Ad clicked → Survey finished → back to Goal updated. In the center is a map of Los Angeles divided into bureaus: VALLEY BUREAU, CENTRAL BUREAU, Los Angeles, CA - LAPD, and SOUTH BUREAU. Below the map is a Zencity sponsored Facebook post with the question "Do you feel safe in your city?". On the right is a dashboard titled "Results for Jul, 2024" showing a line chart of satisfaction scores over time (JAN 24 to JUL 24) and a table of bureau satisfaction scores.

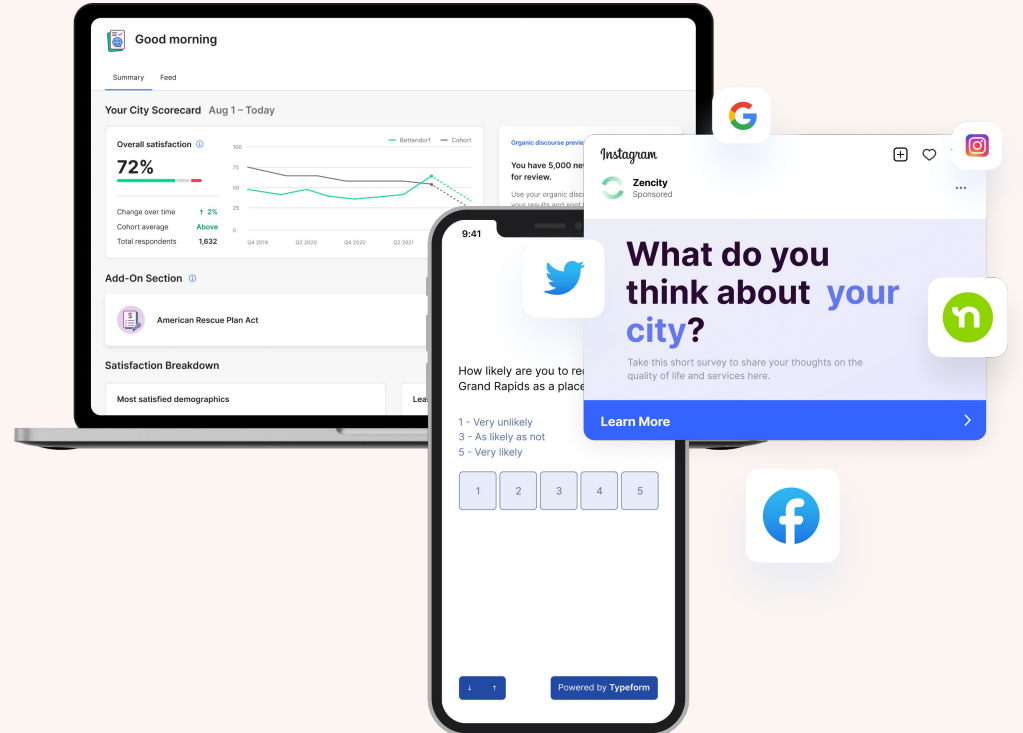
Area	Satisfaction Score	Change
Los Angeles, CA - LAPD	46%	↑ 1%-pt
CENTRAL BUREAU	45%	→ 0%-pt
SOUTH BUREAU	42%	↑ 1%-pt
VALLEY BUREAU	49%	↑ 4%-pt
WEST BUREAU	46%	↑ 2%-pt

**Question 1**  
How would you rate your overall sense of safety in your neighborhood?

# Zencity Community Surveys

## How it works:

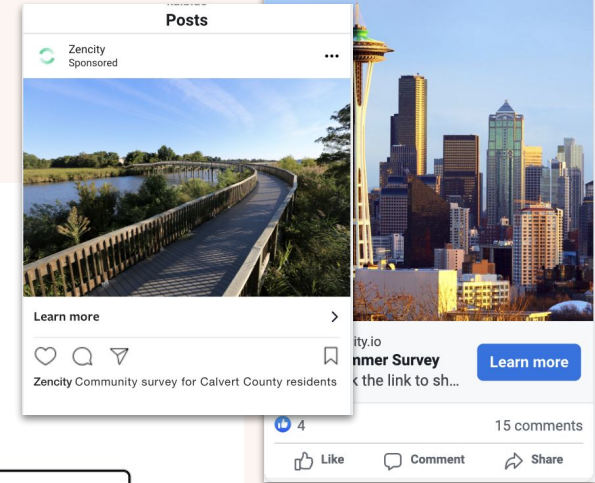
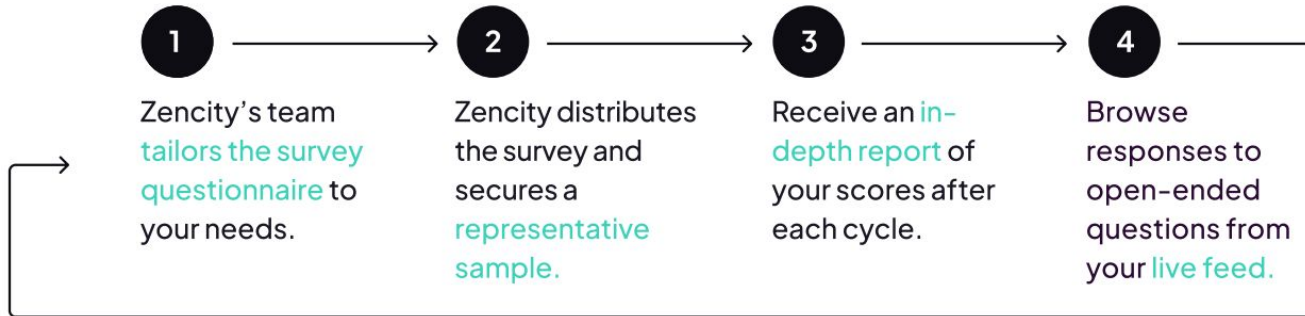
- Digitally distributed via targeted ads
- Up to 29 languages and user-friendly, concise questionnaires;
- Reach up to 90% of residents, and complete in 5 min or less;
- Dashboard with resident scores and live view of responses to open-ended questions;
- Semi-annual Survey Report
- Easily publish data on City website via API for maximum transparency & trust building



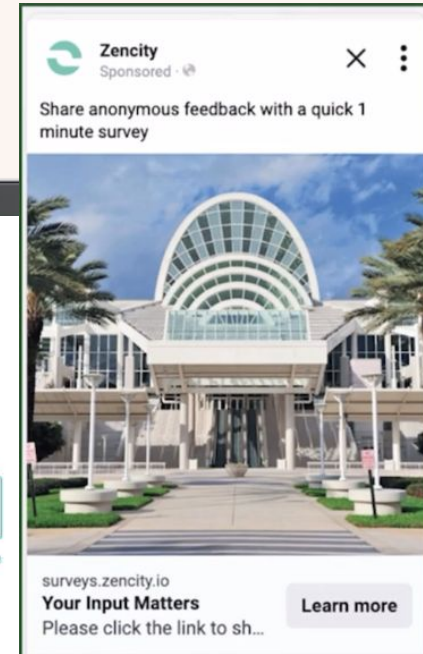
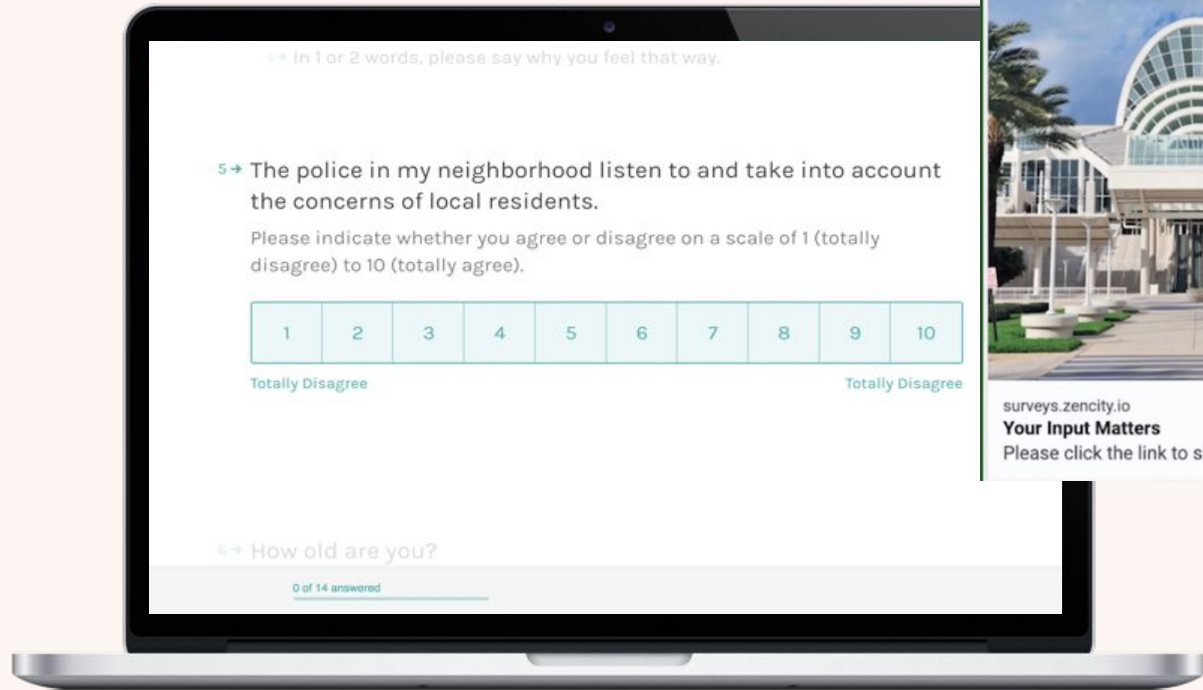
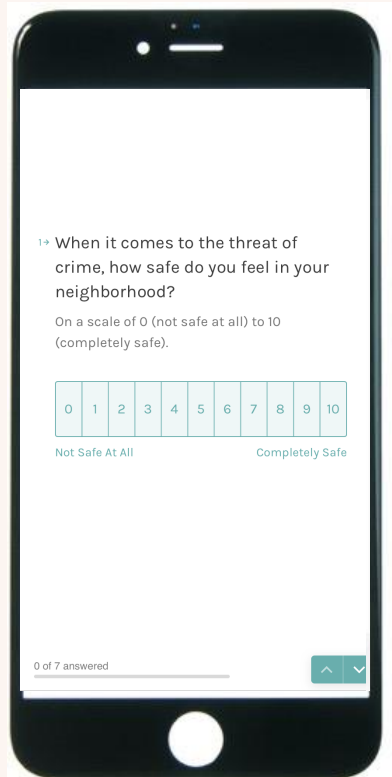
# Zencity Community Surveys

## How it works

We take you from distribution to analysis, so you can focus on the next steps



# Sample ad and survey walk-through

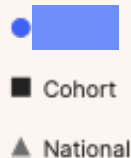


# Internal: Benchmark Reporting with Zencity Community Survey

QUESTION	NATIONAL	COHORT	YOUR SCORE	SATISFACTION COMPARISON
How is the overall quality of life in [redacted]?	62%	64%	32%	
How likely are you to recommend [redacted] as a place to live?	60%	51%	24%	
How likely are you to be living in [redacted] 5 years from now?	60%	64%	50%	

The overall resident satisfaction in [redacted] is 7% higher than its cohort.

77% Cohort 70% National




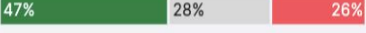
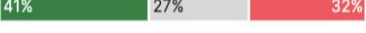

QUESTION	NATIONAL	COHORT	YOUR SCORE	SATISFACTION COMPARISON
Availability of affordable housing	33%	22%	24%	
Availability of jobs that pay a living wage	38%	39%	19%	
Access to quality health care services	57%	55%	39%	
Access to quality education	60%	58%	35%	
Ease of getting around by public transportation	43%	46%	38%	
Sense of overall safety	56%	56%	16%	
Sense of community among residents	49%	51%	27%	
Acceptance of residents of all backgrounds	57%	57%	50%	
Overall cleanliness and maintenance	53%	51%	16%	
Quality of parks and recreational amenities	59%	55%	24%	
Quality of waste and recycling services	59%	61%	35%	
Availability of a variety of art and cultural events	49%	45%	31%	

# Quarterly Reports

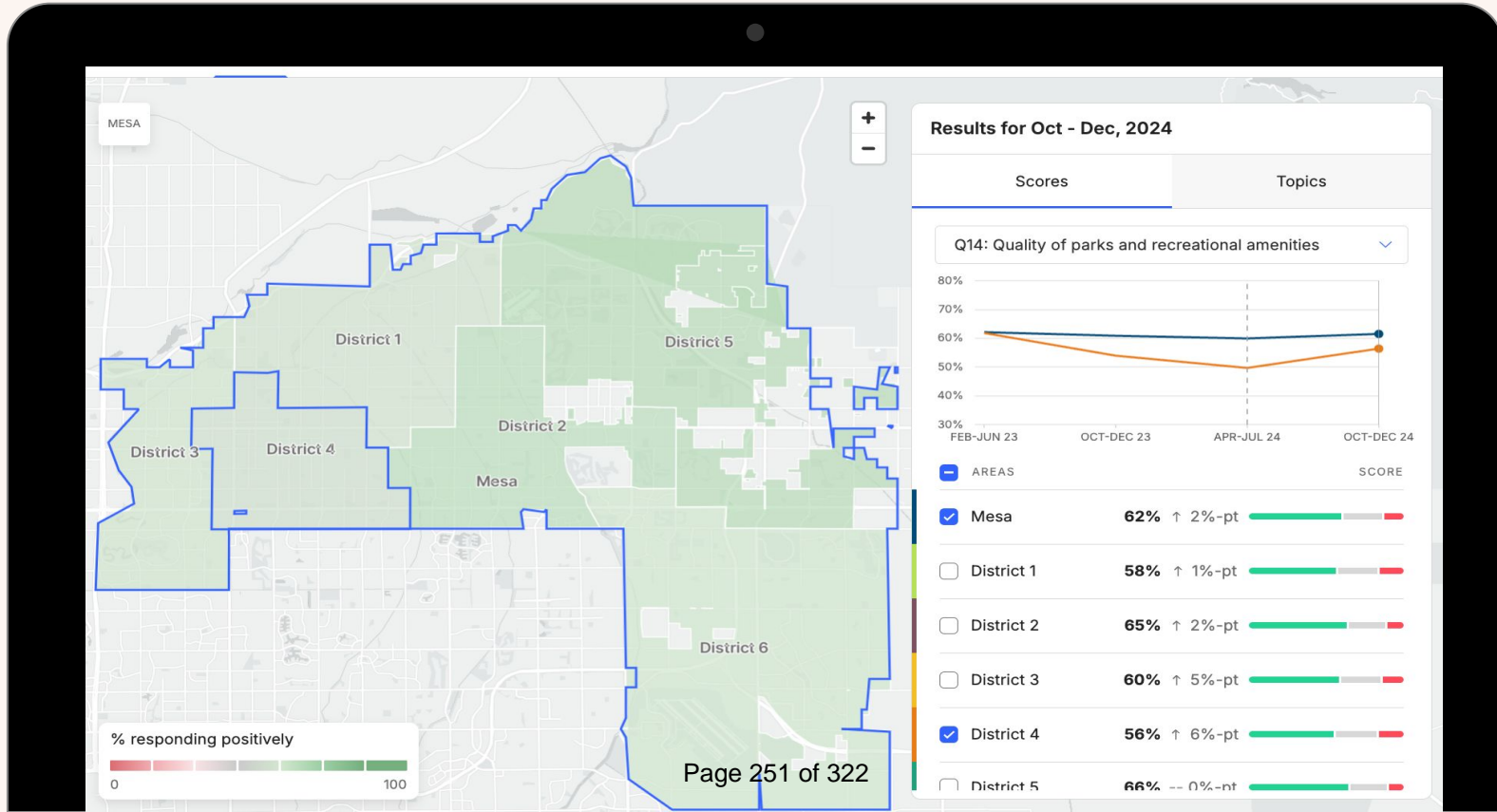
## Zencity Community Survey

April - June 2024

Powered by  


COMMUNITY CHARACTERISTIC	SATISFACTION SCORE	CHANGE	KEY
Sense of overall safety		↑ 2% ↓ 4%	<p>● POSITIVE ● NEUTRAL ● NEGATIVE ● NON-SUBSTANTIATIVE</p> <p>↓ ↑ CHANGE IN POSITIVE SCORE ↓ ↑ CHANGE IN NEGATIVE SCORE</p> <p>The 'Change' column shows the percentage point changes in positive and negative scores from the previous cycle. In addition, questions with the largest changes above 5% are highlighted.</p>
Sense of community among residents		↑ 1% ↑ 2%	
<b>Ability of residents to give input to the government</b>		↑ 8% ↓ 6%	
Ease of getting around by public transportation		↑ 2% ↑ 1%	
Availability of affordable housing		↓ 4% ↓ 1%	
Availability of jobs that pay a living wage		↓ 4% ↑ 4%	

# Identify District-Level Changes over Time



# Easily Identify Significant Shifts Over Time

## Zencity Community Survey

October - December 2024

Powered by  Zencity

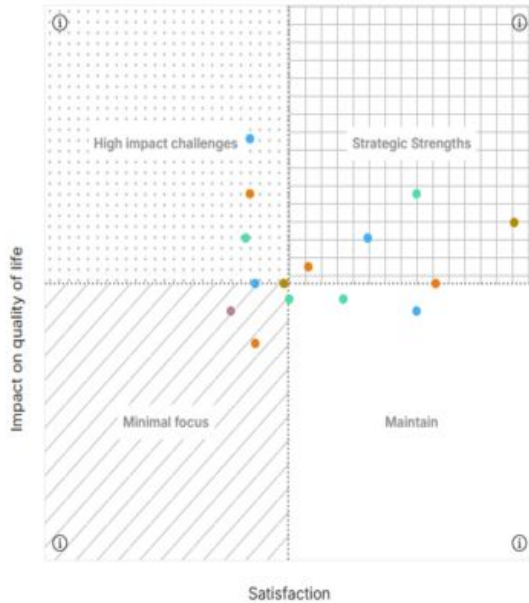
### Change Matrix Highlights

The Change Matrix showcases the questions with the largest changes from the previous cycle, highlighting the demographic groups and geographic areas contributing to these shifts.

Top Questions	Overall Score	Total Change	Ethnicity	Gender	Age	Geographic Area
How likely are you to recommend Long Beach as a place to live?	52%	-4%	Black or African American	Male	55+	Council District 1
			<b>↑ +14%</b>	<b>↓ -6%</b>	<b>↓ -8%</b>	<b>↓ -11%</b>
Availability of a variety of art and cultural events	63%	-4%	Asian	Male	18-34	Council District 8
			<b>↓ -17%</b>	-5%	<b>↓ -15%</b>	<b>↓ -12%</b>
How is the overall quality of life in Long Beach?	52%	-3%	Black or African American	Female	55+	Council District 7
			<b>↑ +12%</b>	-4%	<b>↓ -7%</b>	<b>↓ -8%</b>

# Prioritize According to Satisfaction & Importance

## Priority Matrix Beta



The quadrants are divided by the median satisfaction and impact on quality of life scores, indicated by the dotted lines

### Community Characteristic

Satisfaction Impact

Availability of affordable housing	0.26	0.62
Sense of overall safety	0.26	0.58
Overall cleanliness and maintenance	0.25	0.55
Access to quality health care services	0.5	0.55
Access to quality education	0.38	0.53
Sense of community among residents	0.59	0.58
Availability of a variety of art and cultural events	0.79	0.56
Overall quality of services provided by the New Orleans City government	0.27	0.52
Availability of jobs that pay a living wage	0.27	0.48
Ability of residents to give input to the New Orleans City government	0.34	0.51
Quality of waste and recycling services	0.33	0.52



# 2025 West Fargo Public Library Annual Report



WEST FARGO  
PUBLIC LIBRARY

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# INTRODUCTION

2025 was another year of remarkable growth and transformation for the West Fargo Public Library. I am thrilled to share some updates and milestones that have shaped our library this year.

First and foremost, we celebrated the grand opening of our second library location! This new space has allowed us to reach even more members of our community, offering expanded access to resources and study spaces. The response from patrons has been overwhelmingly positive, and we are so grateful for your enthusiasm and support as we make our library even more accessible.

We also undertook a long-awaited renovation this year: replacing carpeting in the main library. This fresh update has revitalized our space, creating a more welcoming and comfortable environment for all visitors. Thank you for your patience during the process and for embracing the changes with us.

2025 was also a record-setting year for circulation at the West Fargo Public Library. More books, movies, and materials were checked out than ever before. This continues to be a trend in our community and is a true testament to West Fargo's love of reading and learning. We also saw the continued popularity of our programming, especially our in-demand storytimes and book clubs.

I want to acknowledge the hard work, passion, and creativity of West Fargo Public Library staff, who are instrumental to the library's success. From the front desk staff and program leaders to those who work behind the scenes, every member of our team plays a vital role in the impact we have on our community.

Thank you for taking the time to review our 2025 Annual Report. We look forward to serving you in the year ahead and continuing to grow together.



Library Director Jenna Kahly

With gratitude,  
Jenna Kahly

Director, West Fargo Public Library

## MISSION

As a civic resource, the West Fargo Public Library's mission is to provide equitable access to resources and opportunities so that residents can achieve their goals, explore their passions and develop social connections.

## VISION

We envision a library whose services ensure that every person has resources and opportunities to learn, meet, share, read, play and create.

## STRATEGIC PLAN

### CORE VALUES

Compassion  
Community & Connection  
Growth & Learning

### AREAS OF FOCUS

Access to the Library  
Representative Services  
Lifelong Learning  
Growth of the Library  
Fostering Social Connections  
Community Partnerships

# BOARD OF DIRECTORS

**President** Liann Hanson

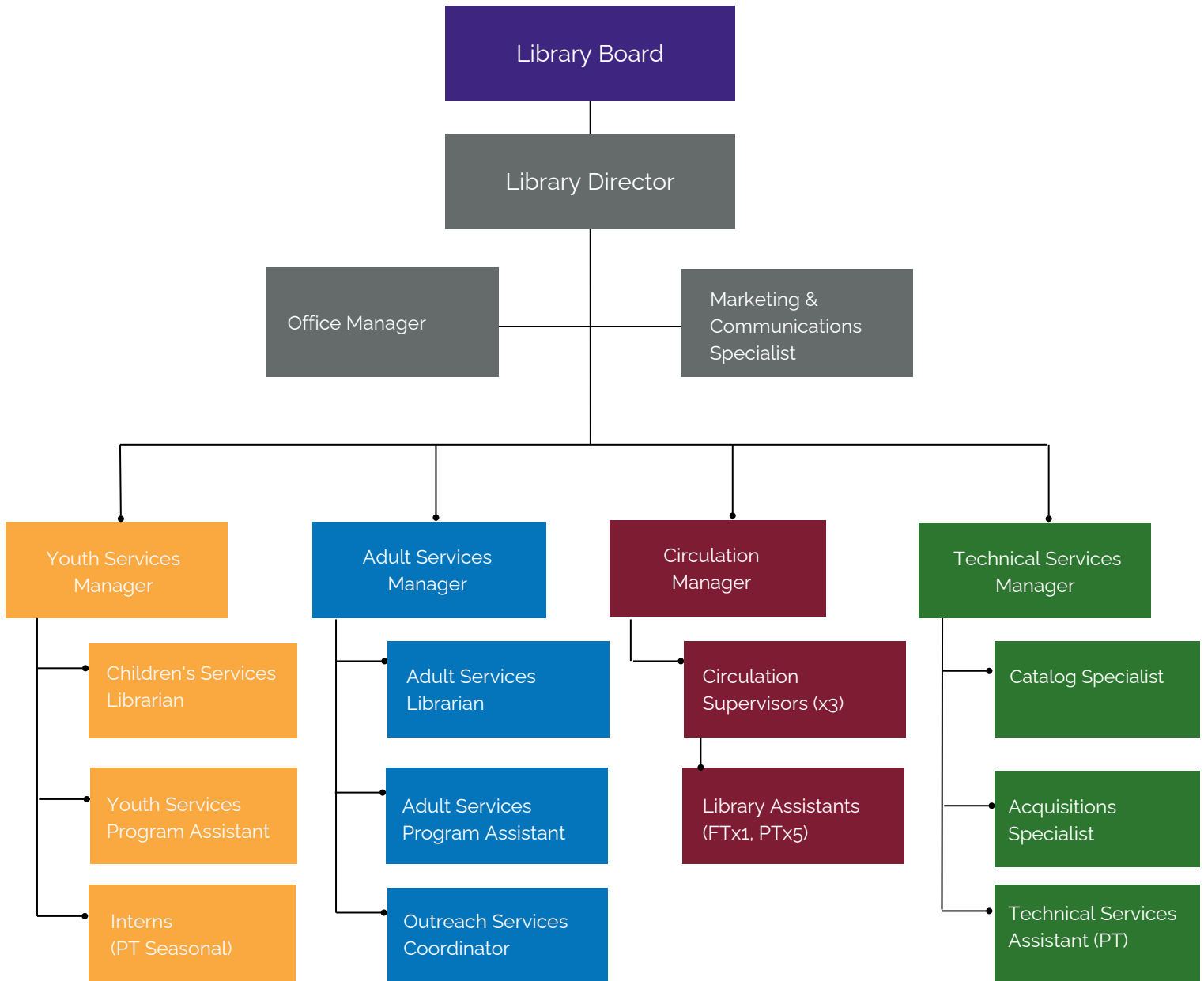
**Vice President** Commissioner Roben Anderson

**Treasurer** Tony Stukel

**Member** Tyler Erickson

**Member** Sara Westall

# ORGANIZATIONAL STRUCTURE



In 2025, the West Fargo Public Library staff consisted of 18 full-time and 8 part-time positions, organized into five teams: **Administration**, **Youth Services**, **Adult Services**, **Circulation**, and **Technical Services**.

## January

West Fargo Public Library hours change, closed all Sundays

Annual Staff Awards: Alisha Reis & Cassie Klos recognized

## February

Friends of the WFPL raise money for library programs through Giving Hearts Day

Empowered Parents Expo connects parents with community resources

## March

Teeter Tots Storytime sees record 72 attendees in one morning

**Satellite Library at West Fargo City Hall opens March 18**

## April

Color Reading Challenge gives readers a taste of Summer Reading theme

2024 Annual Report presented showing record physical and electronic checkouts

## May

Third Circulation Supervisor role added

Annual Summer Boost Kickoff Party and Model Train events bring 637 people to the library to celebrate

## June

Summer Boost weekly programming at the library and Library on Wheels route at local parks run all of June and July.

Service Area change takes effect, prioritizing library services for City of West Fargo residents, while increasing promotion of options for out-of-area users

## July

New Board Members Tyler Erickson and Sara Westall begin three-year terms

Summer Boost reading challenges end July 31 with 678 readers tracking 8,765 hours  
Circulation hits all-time high with over 25,000 checkouts in July

## August

New text service allows patrons to text keywords for account information

Library participates in dozens of community events like Redhawks Library Night, Night to Unite, Pride in the Park, Be My Neighbor Day, and pop-ups at elementary schools

## September

Library hosts Genre Reading Challenge for adults and partners with West Fargo Public Schools for Middle School reading challenges

## October

Nearly all staff attend North Dakota Library Association Conference in Grand Forks

**Aging carpeting replaced in the first floor of Main Library location using Capital Improvement Sales Tax dollars; last update was over 20 years prior**

## November

Library Board approves updated Satellite Library at City Hall hours, adding Monday evenings; Monday Matinees will be held in Commission Chambers in 2026

## December

Mitten Tree Drive, Library Superfan Program, and the Winter Reading Challenge begin

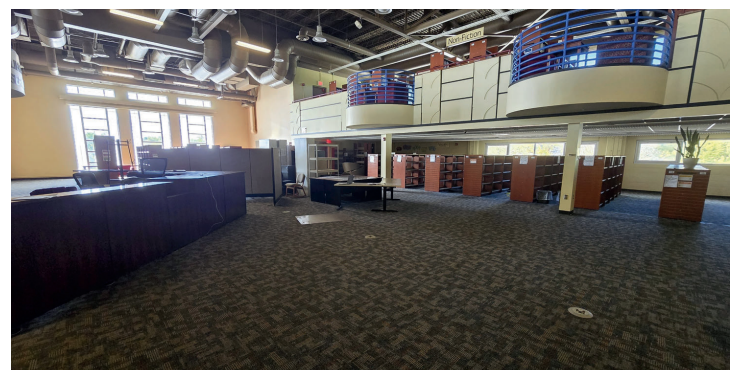
# SATELLITE LIBRARY OPENS

In March, the West Fargo Public Library opened a second location within the new West Fargo City Hall. Located adjacent to the Commission Chambers on the first floor of City Hall, the Satellite Library operates as an express version of the Main Library offering traditional library services and titles from all WFPL collections, a small children's corner, two study rooms, public computers and printing, and a place to pick up holds. In this first year, it was open 10 a.m. to 4:30 p.m. Tuesday through Friday and received many positive comments from residents of neighborhoods south of I-94.



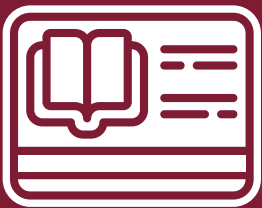
# CARPET UPGRADE

In October, outdated carpet on the first floor of the Main Library was replaced with new, high-quality, and long-lasting carpet squares. This project required coordination between contractors and the entire library staff to keep library services as accessible as possible during the project. Thousands of items and dozens of heavy shelving units were moved multiple times over the course of the project. Instead of fully closing or canceling programs, staff worked extended hours at the Satellite Library and popular programs shifted locations and formats during the project. Carpet had not been updated in the library since 2005.



# LIBRARY USE BY THE NUMBERS

In 2025, the West Fargo Public Library continued to grow alongside the vibrant community we serve. With more people visiting our Main Library than ever before and the addition of the Satellite Library at West Fargo City Hall, the numbers in this section reflect the community of readers we serve and the hard work our team does every day to support them. Whether residents were checking out items, using our study rooms, learning something new, or simply relaxing in our welcoming spaces, the library was a hub of activity in 2025. We look forward to continuing to be a hub of knowledge, creativity, and social connection for years to come.



**19,126**  
active library cards in 2025

**70,888**

visits to a West Fargo Public Library location in 2025



**3,884** new library cards issued in 2025

**16,734**

library event attendees in 2025

**5,617**

total sessions on public computers in 2025



**18,557** WiFi sessions in 2025

## Public Meeting & Study Spaces

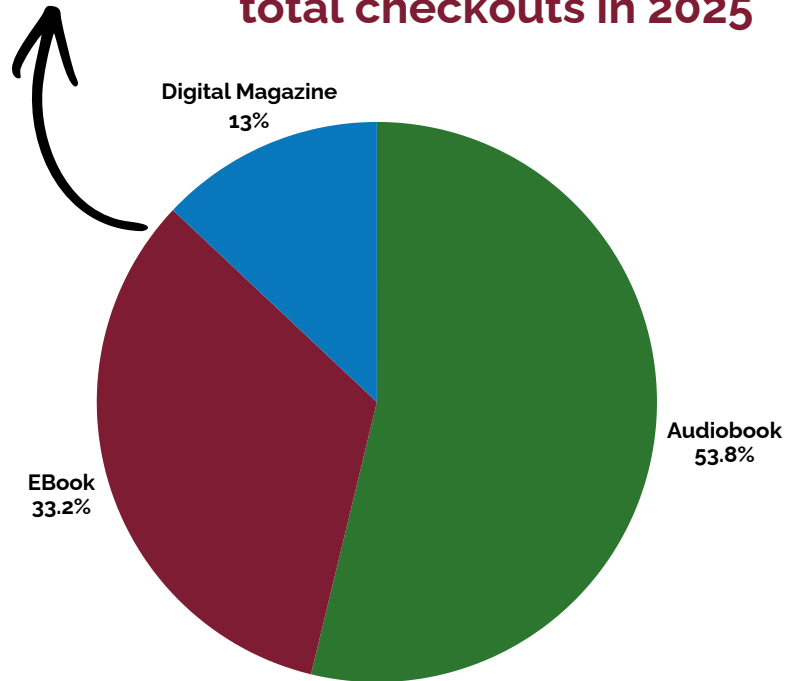
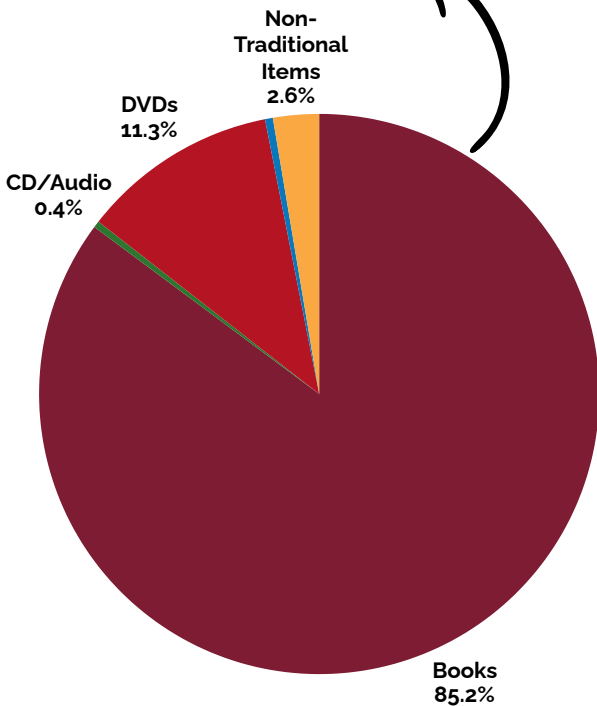
The West Fargo Public Library has a variety of spaces available for the public to reserve and use. At the Main Library, two meeting rooms and one small study space are available to checkout when they aren't in use by staff. At the Satellite Library, two small study rooms are available for walk-in use. People and organizations reserve these rooms for a variety of reasons, from study groups and clubs to interviews and auditions.

### Total Hours Reserved



$$158,628 + 84,249 = 242,877$$

Physical item checkouts      Libby checkouts      total checkouts in 2025



### Non-Traditional Items for Checkout

The West Fargo Public Library offers a variety of items for checkout in addition to traditional library books. Patrons can also check out Launchpads for all ages, WiFi hotspots, Ozobots, Memory Care Kits, Storytime Kits, and State Park passes.



### About our Service Desk Staff

In 2025, the Circulation team consisted of one full-time and five part-time Library Assistants, led by three full-time Circulation Supervisors, under the oversight of the Circulation Manager. This important team offers direct customer service to library patrons who call, email, or visit the library. Circulation team members check library materials in and out, help patrons find items, organize and shelve materials, maintain library records, issue library cards, manage interlibrary loans, assist with library technology, answer a wide range of questions, and much more.

ADULT FICTION  
TOP 10 ITEMS



ADULT NONFICTION  
TOP 10 ITEMS



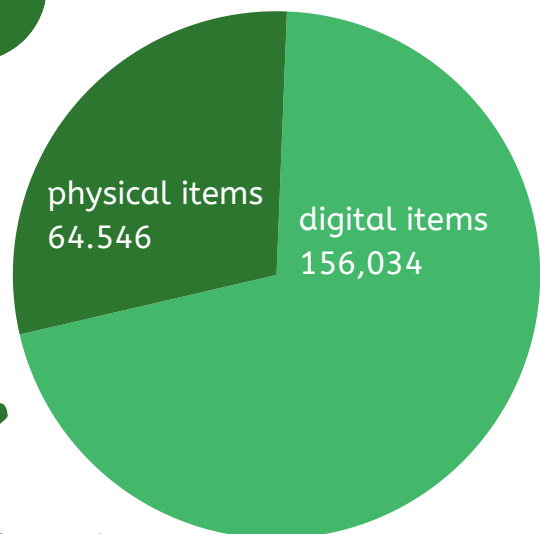
TEEN & YOUNG ADULT  
TOP 10 ITEMS



# OUR COLLECTION

# 220,580

total physical and electronic materials  
available in library collection



## About Collection Development and Technical Services

Over the years, the West Fargo Public Library's collection has continued to grow and evolve, reflecting our commitment to serving the community with representative resources. We offer thousands of physical materials in many different formats to meet community needs. In recent years, we have seen significant demand for digital items on Libby/OverDrive. In 2025, we offered over 64,000 digital titles, most with multiple copies available to help reduce waitlists and meet patron demand.

This extensive collection is maintained and developed by the Technical Services team, with help from Youth and Adult Services Managers and their Librarians, who help choose which items to purchase for their age groups and maintain the health of their collection through weeding projects. The Technical Services team works behind the scenes to acquire, organize, and manage the library's thousands of materials. They order and receive the new materials, label them for our shelves, and ensure the accuracy of all bibliographic data so items can be searched in the catalog. The Technical Services team also repairs damaged materials and is the first team called upon when items need to be moved, shifted, or reorganized during facility projects, which has happened several times in recent years.

In 2025, the Technical Services team consisted of a full-time Cataloging Specialist, a full-time Acquisitions Specialist, a part-time Technical Services Assistant, and the Collection Development & Technical Services Manager. Beyond their usual scope of work, this year the team worked hard to make browsing even easier for library users and to maintain access to materials during major facility projects. Special projects included:

- adding series labels to all Chapter Books
- cleaning up the records for all Picture Books
- managing the cataloging, labeling, and physical relocation of materials to the Satellite Library at West Fargo City Hall, providing essential support for launching the new branch
- coordinating the removal and reshelving of first-floor materials before and after the Main Library's carpet replacement, minimizing disruption and ensuring continued access to collections during construction

# YOUTH SERVICES

In 2025, the Youth Services team consisted of one full-time Program Assistant and one full-time Children's Services Librarian, both reporting to the Youth Services Manager. The Outreach Services Coordinator also supported the Youth Services team with outreach services to daycares, offsite events, and the Library on Wheels route stops for people of all ages. In the summer, two interns supported the Youth Services team, too. The Youth Services team is responsible for youth programs at the library, including storytimes, Saturday STEM, reading challenges, and many other events for children and their families. They also assist in the development and maintenance of the library's youth collections.



13,885

reported  
participation in youth  
services programs

Some Youth Services highlights for 2025 include:

- continued adapting and expanding storytimes due to popular demand, including adding additional sessions in the summer months
- introduced a new monthly storytime program for elementary-aged readers
- offered programs for kids on no-school days
- continued to offer teen programming, seeking input from attendees on how to better serve teens and giving them a positive space to explore creativity and make connections
- offered all-ages events, allowing families to participate in projects and activities together
- partnered with West Fargo middle school libraries to offer reading challenges during the school year
- adapted youth programs into take-home versions during library closures for facility projects



5,706

participants in early  
literacy programs  
(storytime) in 2025





## Library on Wheels

The Library on Wheels brings books and other activities out to local parks during its annual summer route. In 2025, library staff routinely visited three local parks and three local elementary schools during its 9-week route.

**1740**

books checked out  
at outreach events  
in summer 2025

**746**

attendees at Library  
on Wheels events  
in summer 2025

**10,746**

reading hours  
tracked by  
challenge  
participants

## Summer Boost

Every year, the library comes together to facilitate Summer Boost, an all-ages comprehensive summer program that includes the annual summer reading challenge, dozens of events for all ages, the Library on Wheels route, and more. In 2025, the theme was "Color Our World" celebrating colors, creativity and artistic expression.



**1680**

total books  
delivered to local  
daycares in 2025

## Daycare Outreach

The West Fargo Public Library routinely serves children at West Fargo daycares, ensuring that children have a constantly evolving choice of books to explore and enjoy.

# ADULT SERVICES

In 2025, the Adult Services team was made up of a full-time Adult Services Librarian, a full-time Program Assistant, and a full-time Outreach Services Coordinator. These roles are supervised by an Adult Services Manager. This team is primarily responsible for the planning and execution of adult programming at the library, including popular book clubs, technology tutoring, entertaining and educational classes for adults, routine deliveries to local senior living facilities, and more. They also assist with the development and maintenance of the library's adult collections.

This year, the Adult Services team worked hard to offer in-demand services to help library users explore their passions and achieve their various goals.

Some highlights include:

- continued offering five monthly book clubs, encouraging residents to explore new books and fostering social connections
- hosted opportunities for adults to explore different art mediums, such as watercolor, crochet, and hand sewing
- offered learning and wellness programs for senior residents, such as chair yoga, technology classes, and AARP presentations
- continued popular Monday Matinee free movie screenings, frequently reaching room capacity
- maintained programming despite turnover within the department

464

total attendance at  
monthly library  
book clubs in 2025

71

one-on-one  
technology  
tutoring sessions  
in 2025

2849

total reported  
Adult program  
participants in  
2025





## ADULT OUTREACH DELIVERY SERVICES

In order to promote lifelong learning, create social interaction, and provide access to library services for those who may be unable to visit the library building, the West Fargo Public Library has made monthly deliveries to senior living facilities for over a decade. In 2025, the West Fargo Public Library served an average of 14 patrons each month at the following five senior living facilities.

**Dakota Commons**

**Monterey & Brighton Place**

**Serenity Apartments**

**Sheyenne Crossings**

**New Perspective**

**498**

total items  
circulated through  
senior deliveries  
in 2025

**42**

average books delivered to  
seniors each month  
in 2025

**15**

average senior outreach  
patrons served each  
month in 2025

# COMMUNITY ENGAGEMENT

In 2025, the West Fargo Public Library participated in a wide range of community events and programs. Through these events, the library was able to connect with people of all ages, and share information about the services and resources available at their local library.

2230

people engaged with  
at community events  
in 2025

## Examples of Community Events Attended

Senior Expo

Be My Neighbor

FMWF Women Connect

West Fargo Street Fair

Osgood Elementary Family  
Literacy Night

Legacy Elementary Family Night

Night to Unite

Redhawks Library Night

Eastwood Elementary Back to  
School Bash

Pride in the Park

Blue Boo at the Zoo

# COMMUNITY PARTNERS

The West Fargo Public Library's success can be largely attributed to the support of many partners, local businesses, organizations, and regional libraries. These partners sponsor and collaborate on library programs, donate funds and goods, and volunteer their time and skills to support and promote the library's importance within the community. The contributions of the following entities played a significant role in the library's achievements and impact in 2025.

AARP • Alzheimer's Association • Apex Physical Therapy & Wellness • Bank of North Dakota • Carl B. Ylvisaker Library • Cash Wise • Cass County Housing Authority • Community Options, Inc. • City of West Fargo • Civic West • Dakota Commons • Eventide • Fargo Cass Public Health • Fargo Public Library • Fargo Parks • First International Bank & Trust • FM Children's Museum • FM Redhawks • FMWF Chamber • Friends of the West Fargo Public Library • Folkways • Gooseberry Park Players • Historical and Cultural Society of Clay County • Junkyard West Fargo • Lake Agassiz Regional Library • League of Women Voters of the Red River Valley • Livingston Lord Library • Marvin • Metamoon Yoga • MSUM Planetarium • ND Autism Center • North Dakota State Library • NDSU Extension Program • NDSU Libraries • Ohnstad Twichell • Prairie Public • Project Linus • Red River Zoo • Sanford Health • Sanford Safe Kids ND • SENDCAA Head Start • Stage West • Thrivent • West Fargo Area Community Program • West Fargo Events • West Fargo Exchange Club • West Fargo Fire Department • West Fargo Parks • West Fargo Police Department • West Fargo Public Schools • West Funeral Homes • YMCA Northern Sky

West Fargo Public Library

2025 Annual Report



# FRIENDS OF THE LIBRARY VOLUNTEERS

West Fargo Public Library volunteers play an important role at the library. As they share their time and talents, volunteers make a real contribution to the quality of services the library is able to offer the community.

Everyone who volunteers at the West Fargo Public Library becomes an automatic member of the Friends of the West Fargo Public Library non-profit group. This organization is dedicated to helping the library make programming and resources more accessible to the community through volunteering, fundraising, and advocating for the library.

In 2025, Friends donations helped with things like furnishings for the new Satellite Library at West Fargo City Hall, prizes for reading challenge, and more.



## 2025 Officers

### President

Mari Krajewski

### Vice President

Scott Heidrich

### Treasurer

Donelle Richmond

### Secretary

Sara Westall

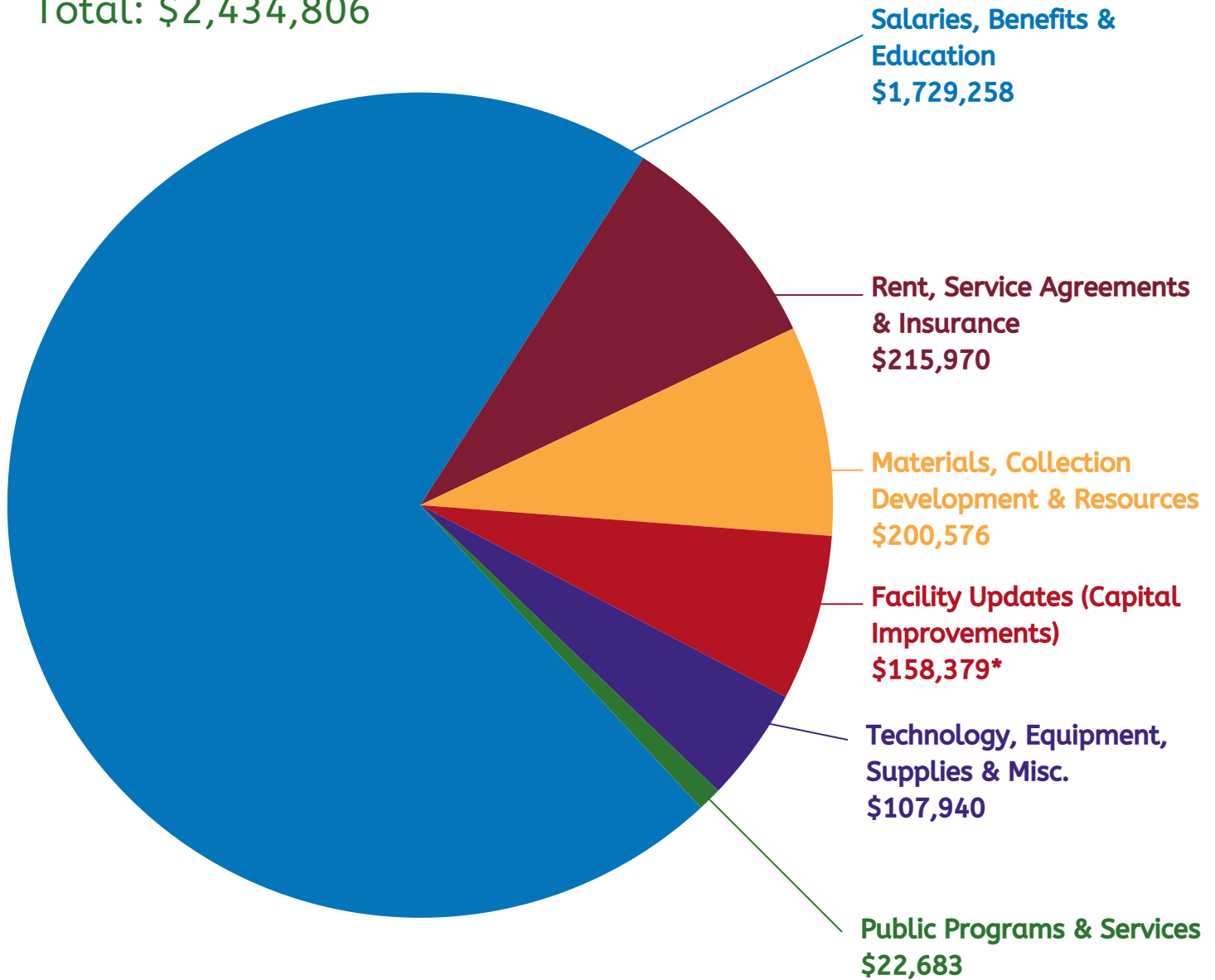
### Social Media

Brianna Zenner

# FINANCIAL OVERVIEW

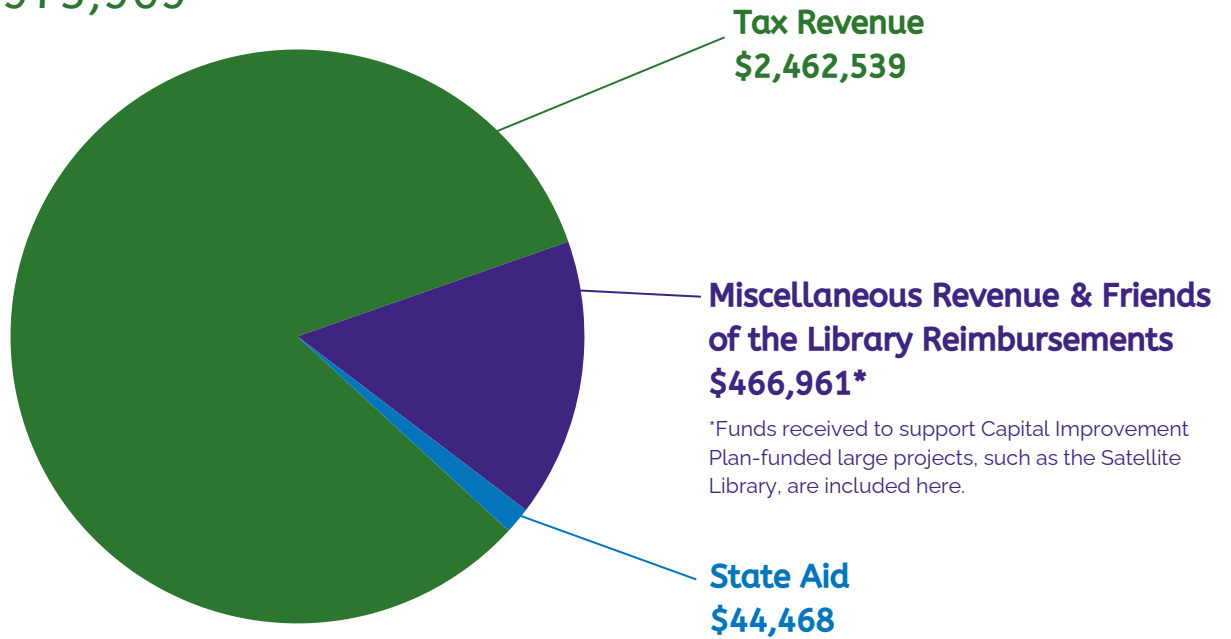
## 2025 Operating Expenses

Total: \$2,434,806



## 2025 Revenue

Total: \$2,973,969



# \$3,984,787

estimated amount West Fargo residents saved by borrowing library materials instead of purchasing copies of books or media\*\*

## \$96

per West Fargo resident

## \$208

per active library card

\*\*Value derived from average item costs and number of 2024 checkouts.





## THANK YOU!

Thank you for taking the time to read our 2025 Annual Report and for your continued support of the West Fargo Public Library.

## CONNECT WITH US

[www.westfargolibrary.org](http://www.westfargolibrary.org)



[@WestFargoLibrary](https://www.instagram.com/WestFargoLibrary)

**Item Title:** Approve Proposed 2027 Utility Rates Resolution

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**Presented By:** Matthew Andvik, Senior Director of Public Works

**Requested Action/Staff Recommendation:** Approval of the Proposed 2027 Utility Rates Resolution

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**New Information:**

There have been no changes to the rates discussed at the May 4th Meeting. However, Exhibit A of the Utility Rate Resolution has been updated from last year. Because space at our inert landfill is becoming more limited, we are proposing higher commercial rates for both in-town and out-of-town users. Residents will still be able to dispose of non-commercial inert waste at the landfill free of charge.

**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 2027 Utility Rate Slides
- 2027 Utility Rate Resolution

**Process/Timeline:**

Once approved the new rates will go into effect for the January 2027 billing cycle

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**West Fargo City Commission**

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

**Previously Presented Information & Commission Actions:**

**May 4, 2026**

- **Staff Recommendation:** Informational Only
- **Commission Action:** No Action

# 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
<b>Total</b>	<b>\$114.33</b>	<b>\$119.88</b>
*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
<b>Total</b>	<b>\$142.89</b>	<b>\$149.53</b>
*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



Commissioner \_\_\_\_\_ introduced the following resolution and moved its adoption:

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

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

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

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

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

NOW THEREFORE, be it resolved as follows:

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

That said rates shall be effective as of the January 2027 billing cycle.

Dated: June 1, 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.

## Exhibit A

West Fargo Water Rates 2027			
Flow Rate*			<b>Monthly Meter Charge</b>
Res Tier 1	\$ 8.24		5/8      \$ 8.08
Res Tier 2 > 20,000 gal	\$ 10.19		3/4      \$ 8.08
Commercial/Multifamily/Other	\$ 8.24		1        \$ 13.37
*Per 1,000 gallons			1 1/2    \$ 26.73
			2        \$ 42.89
			3        \$ 80.48
			4        \$ 133.67
			6        \$ 267.35

West Fargo Sewer Rates 2027	
Base Rate	\$19.00
Flow Rate*	\$6.58
* Per 1,000 gallons	
Residential sewer capped at 8,000 gallons/month, May - September Billing Cycles	

West Fargo Forestry and Vector Rates 2027	
Forestry	\$4.00
Vector	\$1.00

West Fargo Sanitation Rates 2027						
					Dumpster Size	Monthly Service Fee
			Commercial			
Residential Base	\$28.50	Inert Landfill	In Town	Out of Town	1 Yard	\$64.78
64 Gallon	\$28.50	Scale	\$52/ ton	\$80/ton	1.5 Yard	\$76.14
96 Gallon	\$32.67	Tandem(10-15yd)	\$210/load	\$315/load	2 Yard	\$82.96
Additional 64 gal can/mo	\$8.35	Side Dump (20yd)	\$420/load	\$630/load	3 Yard	\$101.15
Additional 96 gal can/mo	\$12.52	Semi (30-40yd)	\$500/load	\$750/load	4 Yard	\$114.78
Additional Recycling can/mo	\$3.65				5 Yard	\$134.10
Multifamily per unit	\$22.79				6 Yard	\$152.29
Mixed Use per unit**	\$9.77				8 Yard	\$189.79
Commercial Rate Increase*	3.5%					
Roll Off Pull Rate	\$180.00					
Compactor Pull Rate	\$250.00					
Specialty Items						
Non-Freon Appliance	\$25.00			Without Rim	With Rim	
Freon Appliance	\$60.00		Car Tire	\$10.00	\$20.00	
Exercise/Lawn Equipment	\$25.00		Truck Tire	\$15.00	\$25.00	
Mattress (any size)	\$15.00		Race Tire	\$15.00	\$25.00	
Other Charges						
Brush Collection	\$0.00					
Cart/Dumpster Exchange	\$30.00					
Extra Cart Collection	\$30.00					

\* See attached for full listing of Commercial Dumpster Rates

\*\*Plus Commercial Dumpster Rate

**\*2027 Commercial Dumpster Rates**

<b>Size</b>	<b>1X/week</b>	<b>2X/week</b>	<b>3X/week</b>	<b>4X/week</b>	<b>5X/week</b>	<b>6X/week</b>	<b>7X/week</b>
<b>1 Yard</b>	\$64.78	\$121.60	\$178.42	\$235.25	\$292.07	\$348.89	\$405.72
privately owned	\$56.82	\$113.65	\$170.47	\$227.29	\$284.12	\$340.94	\$397.76
<b>1.5 Yard</b>	\$76.14	\$144.33	\$212.52	\$280.71	\$348.89	\$417.08	\$485.27
privately owned	\$68.19	\$136.38	\$204.56	\$272.75	\$340.94	\$409.13	\$477.31
<b>2 Yard</b>	\$82.96	\$156.83	\$230.70	\$304.57	\$378.44	\$452.31	\$526.18
privately owned	\$73.87	\$147.74	\$221.61	\$295.48	\$369.35	\$443.22	\$517.09
<b>3 Yard</b>	\$101.15	\$192.06	\$282.98	\$373.90	\$464.81	\$555.73	\$646.65
privately owned	\$90.92	\$181.83	\$272.75	\$363.67	\$454.59	\$545.50	\$636.42
<b>4 Yard</b>	\$114.78	\$217.06	\$319.35	\$421.63	\$523.91	\$626.19	\$728.47
privately owned	\$102.28	\$204.56	\$306.84	\$409.13	\$511.41	\$613.69	\$715.97
<b>5 Yard</b>	\$134.10	\$253.43	\$372.76	\$492.09	\$611.42	\$730.75	\$850.07
privately owned	\$119.33	\$238.66	\$357.99	\$477.31	\$596.64	\$715.97	\$835.30
<b>6 Yard</b>	\$152.29	\$288.66	\$425.04	\$561.41	\$697.79	\$834.16	\$970.54
privately owned	\$136.38	\$272.75	\$409.13	\$545.50	\$681.88	\$818.25	\$954.63
<b>8 Yard</b>	\$189.79	\$360.26	\$530.73	\$701.20	\$871.67	\$1042.14	\$1212.61
privately owned	\$170.47	\$340.94	\$511.41	\$681.88	\$852.35	\$1022.82	\$1193.29

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

**Requested Action/Staff Recommendation:** Rescind Motion Accepting Bids and Awarding Contract and Reject all Bids that were received

**Presented By:** Jerry Wallace, City Engineer

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**New Information:** Due to ongoing litigation, the City Attorney has advised that the Commission complete the process of rescinding the motion accepting bids and awarding the contract for this project and move forward with a motion to reject all bids.

**Background & Project Summary:** Public Works and Engineering staff identified roadways that are in critical need of rehabilitation. These roads were to be overlaid using Public Works equipment and staff. The milling of roadways, curb and gutter removals and replacements, curb ramp removals and replacements, and the asphalt to be installed by Public Works were all part of the bid.

**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:**

- Associated Resolutions

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**Previously Presented Information & Commission Actions:**

**May 4, 2026 –**

- **Staff Recommendation:** Accept Bid and Award Contract to Border States Paving, Inc for their bid amount of \$562,492.25
- **Commission Action:** Commissioner Zundel moved and Commissioner Anderson seconded to approve. No opposition, motion carried.

**April 28, 2026 –** Virtual bid opening was conducted

**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

Commissioner \_\_\_\_\_ introduced the following Resolution and moved its adoption:

RESOLUTION TO RESCIND THE MOTION PASSED ON MAY 4, 2026, REGARDING  
PROJECT NO. 2300 – 2026 PUBLIC WORKS MILL & OVERLAY

WHEREAS, on May 4, 2026, the Board of City Commissioners of the City of West Fargo (the “City”) entertained a motion and subsequently voted to Accept Bid and Award Contract to Border States Paving, Inc. (the “Contractor”), for Project No. 2300 – 2026 Public Works Mill & Overlay (“Project No. 2300”); and

WHEREAS, on May 15, 2026, the District Court for the East Central Judicial District entered an Order enjoining the City from awarding any contracts for or related to Project No. 2300; and

WHEREAS, in light of the District Court’s Order, the City has determined that it must rescind its prior approval of the Contractor’s bid and officially nullify and void its actions authorized by the prior motion.

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, North Dakota, as follows:

1. **Rescission.** The motion approved on May 4, 2026, accepting the bid of the Contractor, and awarding the contract thereto, for Project No. 2300 is hereby rescinded, annulled, and declared completely null and void.
2. **Authorization.** No further actions, expenditures, or implementations shall be executed based upon the authority of the rescinded motion.
3. **Effective Date.** This Resolution shall take effect immediately upon its passage.

Dated: June 1, 2026

APPROVED:

\_\_\_\_\_  
President of Board of City Commissioners

ATTEST:

\_\_\_\_\_  
City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner \_\_\_\_\_. Upon roll call vote being taken thereon, the following commissioners voted in favor thereof: \_\_\_\_\_. The following commissioners were absent and not voting: \_\_\_\_\_. The following commissioners voted nay: \_\_\_\_\_. The majority having voted aye, the motion was carried and the resolution was duly adopted.

Commissioner \_\_\_\_\_ introduced the following resolution and moved its

adoption:

RESOLUTION REJECTING ALL BIDS

WHEREAS, bids have heretofore been received for the making of Project No. 2300 – 2026 Public Works Mill & Overlay in 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.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

All bids received for Project No.2300 – 2026 Public Works mill & Overlay are hereby rejected.

Dated: June 1, 2026

APPROVED:

\_\_\_\_\_  
President of Board of City Commissioners

ATTEST:

\_\_\_\_\_  
City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner \_\_\_\_\_. On roll call vote, the following commissioners voted aye:

\_\_\_\_\_. The following

commissioners voted nay: \_\_\_\_\_. The following commissioners were absent and not

voting: \_\_\_\_\_. The majority having voted aye, the motion carried and the resolution was duly adopted.

**Item Title:** Improvement District No. 2301 - Intersection Improvements and Incidentals – 9<sup>th</sup> St W at Mulberry Ln & 50<sup>th</sup> Ave W

**Requested Action/Staff Recommendation:** Approve Engineer's Report and Direct Engineer to prepare Plans and Specifications

**Presented By:** Jerry Wallace, City Engineer

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**New Information:** On April 20, the Commission accepted a petition, created the Improvement district for this project, and directed the preparation of an engineer's report. The engineer's report is attached. If approved tonight, staff would proceed with developing plans and specifications

**Background & Project Summary:** The city has been working with Hope Lutheran Church on the platting process of the Hope Lutheran Addition. The project will consist of the installation of new sewerage, water supply, storm sewer, and turn lane systems to service the Hope Lutheran Addition that has petitioned for the improvements.

**Financial Analysis:** This project will be paid for via special assessments to the benefiting property.

**Policy Analysis:** Infrastructure will be designed in conformance with city standards to service the Hope Lutheran Addition.

**Supporting Documents:**

- Engineer's Report
- Associated Resolutions

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**Previously Presented Information & Commission Actions:**

**April 20, 2026 –**

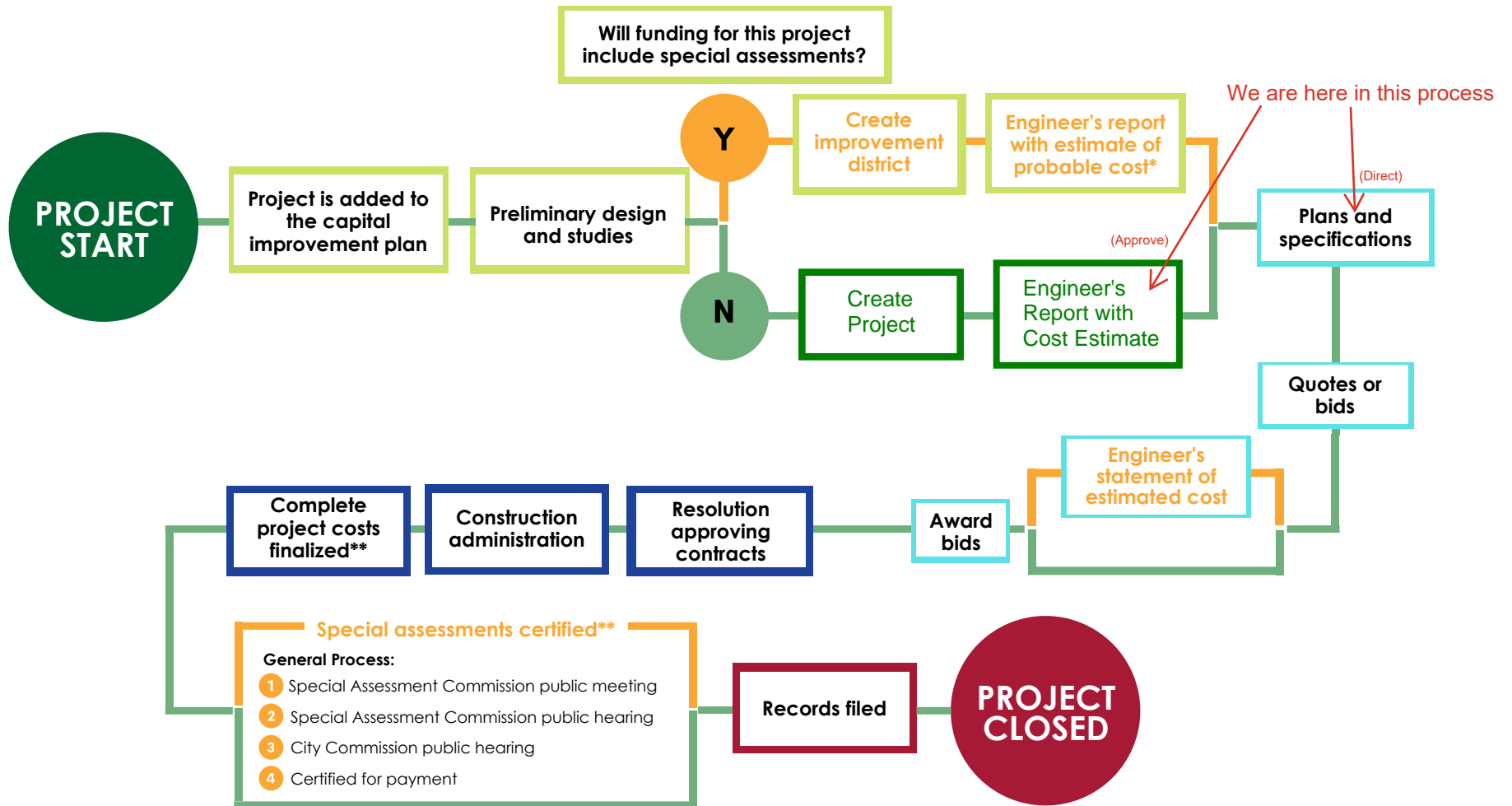
- **Staff Recommendation:** Accept Petition for Improvements, Create Improvement District No. 2301, and Direct Engineer to prepare an Engineer's Report
- **Commission Action:** Commissioner Olson moved and Commissioner Zundel seconded to approve. Commissioner Anderson voted nay, motion carried on a 4:1 vote.

**West Fargo City Commission**

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

# Process for Contracts and Improvements

## Improvement Process Overview



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

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

## **Engineer's Report**

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

### **Improvement District No. 2301**

Intersection Improvements and Incidentals – 9<sup>th</sup> St W at Mulberry Ln & 50<sup>th</sup> Ave W

#### **General Nature (Scope)**

The developer, Hope Lutheran Church, has petitioned the City for improvements associated with the proposed Hope Lutheran Addition. The Proposed project would install a southbound to eastbound left turn lane to service the traffic flow at the intersection of 9<sup>th</sup> St W and Mulberry Ln, a northbound to eastbound right turn lane to service the traffic flow at the intersection of 9<sup>th</sup> St W and 50<sup>th</sup> Ave W, a water main stub to the property at Mulberry Ln, and sanitary sewer, water main and storm sewer extensions at the property at 50<sup>th</sup> Ave W.

#### **Purpose**

The developer is preparing to begin construction on a church building, parking lot, access roadways and stormwater basin on the property. As part of the development, there are several improvements within the right-of-way and easements. The improvements within City-owned or controlled property are being constructed as a City Improvement District.

#### **Feasibility**

The existing infrastructure in the area was designed to accommodate connections and extensions of utilities and roadways to serve the property. The project is constructable, and funding is proposed to be provided through the special assessment process.

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

*The improvement district was created to include developer-owned property abutting the improvements. All defined benefits are to be local, with no regional improvements noted.*

**Estimate of Probable Cost**

Construction		\$428,000.00
Bid Proposal Items	\$388,400.00	
Contingency (~10%)	\$ 39,600.00	
Preliminary Engr. (Consultant)		\$14,150.00
Design & Construction Engr.		\$47,628.00
Materials Testing (Consultant)		\$6,500.00
Legal & Administration		\$21,500.00
Bond Discount		\$17,000.00
Sewer Hook-up Fee		\$33,222.00
<hr/>		
Total Estimated Cost		<u>\$568,000.00</u>

**Source of Funds**

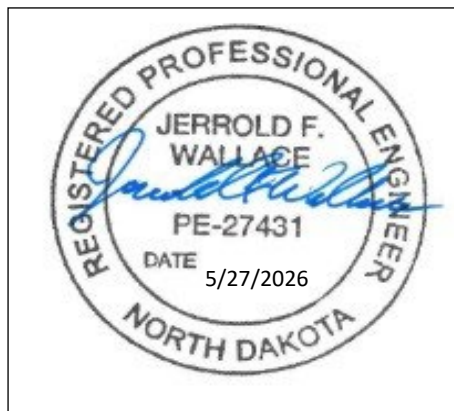
Special Assessments		\$568,000.00
City Funds		\$0.00
Capital Impr. Sales Tax	\$0.00	
Water/Sewer Revenue	\$0.00	
Water/Sewer Bond	\$0.00	
<hr/>		
Total		<u>\$568,000.00</u>

**Supporting Documents (available upon request)**

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

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

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



Commissioner \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING ENGINEER'S REPORT

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, North Dakota, that the report of the Engineer for the City of West Fargo as to the general nature, purpose and feasibility along with an estimate of the probable cost of the work has been filed with this Board and that the same is hereby approved for Improvement District No. 2301 – Intersection Improvements and Incidentals – 9<sup>th</sup> St W at Mulberry Ln & 50<sup>th</sup> Ave W

Dated: June 1, 2026

APPROVED:

\_\_\_\_\_  
President of Board of City Commissioners

ATTEST:

\_\_\_\_\_  
City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner \_\_\_\_\_. Upon roll call vote being taken thereon, the following commissioners voted in favor thereof: \_\_\_\_\_. The following commissioners were absent and not voting: \_\_\_\_\_. The following commissioners voted nay: \_\_\_\_\_. The majority having voted aye, the motion was carried and the resolution was duly adopted.

Commissioner \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION DIRECTING ENGINEER  
TO PREPARE PLANS AND SPECIFICATIONS

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, deeming it necessary to make certain improvements consisting of installing a southbound to eastbound left turn lane to service the traffic flow at the intersection of 9<sup>th</sup> St W and Mulberry Ln, a northbound to eastbound right turn lane to service the traffic flow at the intersection of 9<sup>th</sup> St W and 50<sup>th</sup> Ave W, a water main stub to the property at Mulberry Ln, and sanitary sewer, water main and storm sewer extensions at the property at 50<sup>th</sup> Ave W, be constructed and made in Improvement District No. 2301 – Intersection Improvements and Incidentals – 9<sup>th</sup> St W at Mulberry Ln & 50<sup>th</sup> Ave W of the City of West Fargo, the City hereby directs Jerry Wallace, the Engineer for the City of West Fargo and being a competent engineer, to prepare plans and specifications for such work.

Dated: June 1, 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:** Oracle NetSuite Government ERP Contract Authorization

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**Presented By:** Willy Galindo, Finance Director

**Requested Action/Staff Recommendation:** Authorize Finance Director to execute contract with Oracle NetSuite, based on the presented term sheet and contingent upon satisfactory legal review.

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**Background & Project Summary:**

The City has evaluated the need for a new Enterprise Resource Planning (ERP) system for more than five years, although competing priorities delayed previous ERP procurement efforts. On November 17, 2025, the City Commission authorized staff to issue a Request for Proposals (RFP) for a new ERP system. The evaluation process has now been completed, a preferred vendor has been selected, and a term sheet has been negotiated. The final step is to finalize a contract. \*As required by the RFP, vendors provided 10-year cost projections, so included with the final contract will be a five-year renewal option at an annual cost of \$83,597.67.

**Attached Supporting Documents:**

- Memo to the commission
- Term Sheet for Annual Subscription (5 years)
- Term Sheet for Implementation Costs

**Financial Impact:**

The estimated 10-year cost of the proposed ERP solution is approximately \$1,208,079, including implementation and ongoing software costs.

**Process/Timeline:**

Full Implementation by 1/1/2028

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**Previously Presented Information & Commission Actions:**

November 17, 2025

- **Staff Recommendation:** Authorize the Director of Finance to publish the RPF.
  - **Commission Action:** Approved
- 

**West Fargo City Commission**

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

**WILLY GALINDO**  
DIRECTOR OF FINANCE



**To:** West Fargo City Commission  
**From:** Willy Galindo, Finance Director

**Date:** 6/1/26

**Subject:** ERP System RFP Recommendation

Staff initiated the ERP System Request for Proposal (RFP) process with 13 vendors initially submitting proposals. Through the review, evaluation, and demonstration process, the field was narrowed to three finalists: OpenGov, Tyler, and Oracle.

The evaluation process included product demonstrations, reference checks, discussions with current government users, and a detailed review by both the RFP evaluation panel and Finance staff. Finance staff's review placed particular emphasis on day-to-day usability, workflow functionality, and long-term operational fit.

The finalists were all determined to offer strong modern cloud-based ERP platforms with a high degree of usability and functionality. Based on the overall evaluation process, Oracle graded out the strongest overall, was the preferred product among the Finance staff, and also had the lowest overall project cost among the finalists.

Staff recommends accepting the framework outlined in the provided term sheet and authorizing staff to work with our legal counsel to finalize a contract. The finalized contract and resolution will be placed on the consent agenda of a future Commission meeting.

Thank you.

A handwritten signature in black ink that reads "Willy Galindo".

2515 6th Street E.  
West Fargo, ND 58078  
701-515-5003  
willy.galindo@westfargond.gov  
westfargond.gov



# QUOTATION

Valid through **12-AUG-2026**

<b>Name</b>	West Fargo City of	<b>Contact</b>	Willy Galindo
<b>Address</b>	800 4th Ave E West Fargo ND 58078	<b>Phone Number</b>	+1 (701) 515-5010
		<b>Email Address</b>	willy.galindo@westfargond.gov

All fees on this Budgetary Quote are in **USD**

### New Subscription

Services Period: 60 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B111096 - Oracle NetSuite for Government Cloud Service, Standard Edition - Hosted Environment	NORTH AMERICA	1	60 mo	3,360.00	201,600.00
B108187 - Oracle NetSuite for Government Cloud Service, Bill Capture - Each	NORTH AMERICA	1	60 mo	239.60	14,376.00
B111100 - Oracle NetSuite for Government Cloud Service, Enterprise Performance Management Premium, Additional User - Hosted Named User	NORTH AMERICA	24	60 mo	60.00	86,400.00
B94584 - Oracle NetSuite for Government Cloud Service, Additional General User - Hosted Named User	NORTH AMERICA	39	60 mo	19.60	45,864.00
B94592 - Oracle NetSuite for Government Cloud Service, Sandbox Environment - Each	NORTH AMERICA	1	60 mo	199.60	11,976.00
<b>Subtotal</b>					<b>360,216.00</b>

Fee Description	Net Fee
Cloud Services Fees	360,216.00

Fee Description	Net Fee
<b>Net Fees</b>	360,216.00
<b>Total Fees</b>	360,216.00

**BILL TO / SHIP TO INFORMATION**

<b>Bill To</b>		<b>Ship To</b>	
<b>Customer Name</b>	West Fargo City of	<b>Customer Name</b>	West Fargo City of
<b>Customer Address</b>	800 4th Ave E West Fargo ND 58078	<b>Customer Address</b>	800 4th Ave E West Fargo ND 58078
<b>Contact Name</b>	Willy Galindo	<b>Contact Name</b>	Willy Galindo
<b>Contact Phone</b>	+1 (701) 515-5010	<b>Contact Phone</b>	+1 (701) 515-5010
<b>Contact Email</b>	willy.galindo@westfargond.gov	<b>Contact Email</b>	willy.galindo@westfargond.gov

This pricing example is provided for evaluation purposes. This quote is intended to further our discussions, it is not eligible for acceptance by you and is not a part of a binding contract between us for the products and/or services specified. User minimums and licensing rules may apply to the products specified. If you would like to purchase the products and/or services specified in this draft quotation, please ask Oracle to issue you a formal Quote (which may include an Oracle agreement if you do not already have an agreement with Oracle) for your acceptance and execution and return to Oracle. Your order will be effective only upon Oracle's acceptance of the formal Quote (and the Oracle agreement, if required).



PROFESSIONAL SERVICES ORDERING DOCUMENT

Ordering Document Number: US-21571785

Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065	<b>Your Name:</b> City of West Fargo, ND <b>Your Address:</b> 800 4 <sup>th</sup> Ave E West Fargo, ND 58078
--	--

<b>Oracle Representative:</b> Matt Sorrell	<b>Your Billing Contact:</b> Willy Galindo
<b>Address:</b> 2300 Oracle Way Austin, TX 78741	<b>Address:</b> 800 4 <sup>th</sup> Ave E West Fargo, ND 58078
<b>Phone Number:</b> 262-385-8474	<b>Phone Number:</b> 701-515-5010
<b>Email Address:</b> matt.sorrell@oracle.com	<b>Email Address:</b> willy.galindo@westfargond.gov

You have ordered the Services listed in the table below and detailed in the attached exhibit(s), which are incorporated herein by reference.

Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses
Fixed Price Services	Exhibit 1	\$390,795.00	\$39,080.00	\$429,875.00
<b>Total Fees and Estimated Expenses</b>				<b>\$429,875.00</b>

A. TERMS

- Applicable Master Agreement:** This order incorporates by reference the Master Agreement **US-CSA-COR-1223747990.a1** and all amendments and addenda thereto (collectively, the "Master Agreement").
- Professional Services Delivery Policies:** The Oracle Professional Services Delivery Policies ("Policies") available at <https://www.oracle.com/a/ocom/docs/corporate/professional-services-delivery-policies.pdf> apply to and are incorporated into this order.
- Payment Terms:** Net 30 days from invoice date.
- Currency:** US Dollars.
- Offer Valid through:** 30-JUN-2026.

The terms and pricing granted under this order are contingent on Your simultaneous execution of **US-CSA-COR-1223747990.a1**. **US-CSA-COR-1223747990.a1** may be accepted by Oracle even if this order is not signed. However, this order is not accepted unless **US-CSA-COR-1223747990.a1** is signed.

- Service Specifications:** The Service Specifications shall include any exhibit(s) attached to this order (including referenced or incorporated Oracle documents) and the Policies.
- Order of Precedence:** In the event of any inconsistencies, priority shall be established in the following descending order: (a) any exhibit(s) attached to this order; (b) this order; (c) the Policies; and (d) the Master Agreement.
- Rights Granted:**  
Upon payment, You have the non-exclusive, non-assignable, royalty-free, worldwide, limited right to use the services and anything developed and delivered by Oracle under this order ("services and deliverables") for Your internal business operations. You may allow Your agents and contractors to use the services and deliverables for Your internal business operations, and You are responsible for their compliance in such use. The services and

deliverables may be related to Your right to use cloud or hosted/managed services or Products owned or distributed by Oracle which You acquired under a separate order. The agreement referenced in that order shall govern Your use of such services or Products, and nothing in this order is intended to grant a right to use such services or Products in excess of the terms of that order, such as the services period or number and type of environments specified in a cloud or hosted/managed service order.

You retain all ownership and intellectual property rights to Your confidential and proprietary information that You provide to Oracle under this order.

**B. ADDITIONAL ORDER TERMS**

1. When services will be performed on-site at customer location in the US, as required by US Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.

<b>City of West Fargo, ND</b>	<b>Oracle America, Inc.</b>
Authorized Signature: _____	Authorized Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____
Ordering Document Effective Date: _____ <i>{to be completed by Oracle}</i>	

**Your Name:** City of West Fargo, ND  
**Ordering Document Number:** US-21571785  
**Exhibit Number:** One (1)

1. Description of Services and Deliverables.

A. Services. Oracle will provide the following technical and functional consulting services related to the cloud enablement of Oracle NetSuite for Government Cloud Service, version 25.9.x (“NetSuite for Government”) (the “Services”).

1. Phase 1 – Finance:

Oracle will assist you with enablement of the following functionality within the Finance module:

Finance Functional Areas	
Projects	Fixed Assets
Grants	Inventory
Journals	Bank Reconciliation
Budget (expense and revenue)	Bank Positive Pay
Accounts Payable	Bill Capture
Purchasing	Purchasing Cards (“P-Cards”)
Accounts Receivable	Enterprise Performance Management (“EPM”) Reporting

a. Focus Phase:

1. Conduct one (1) project kick-off workshop for up to one (1) hour for Your project team to mutually agree upon the project governance processes:
  - i. Review the welcome packet;
  - ii. Scope management process;
  - iii. Risk management process;
  - iv. Issue management process;
  - v. Communications management process;
  - vi. Configuration management process; and
  - vii. Quality management process.
2. Following completion of the project kick-off workshop, provide You with a Finance Kickoff Report (“Finance Kickoff Engagement Report”) which sets forth a high-level overview of the workshop.
3. Conduct up to four (4) workshops for up to two (2) hours each for Your project team to review and complete strategy sessions covering:
  - i. Data migration strategy session;
  - ii. Integration strategy session;
  - iii. Finance process strategy session; and
  - iv. Chart of accounts strategy session.
4. Create and provide an initial project work plan (“Project Work Plan”), which will include the following:
  - i. Project schedule with estimated start and end dates; and
  - ii. Known prerequisites.

b. Refine Phase:

1. Conduct up to eleven (11) workshops of up to two (2) hours each for Your project team to review functional business processes and data migration for the following:
  - i. Chart of Accounts (“CoA”) setup and fund management;
  - ii. Entity setup;
  - iii. Accounts receivable;
  - iv. Inventory;
  - v. P-Cards;

- vi. Fixed assets; and
- vii. Up to five (5) follow-up sessions for up to two (2) hours each.
- 2. Document the findings from each workshop in an engagement report.
- 3. Following completion of the workshops in Section 1.A.1.b.1., above, provide You with a Fund Accounting Engagement Report (“Fund Accounting Engagement Report”) which sets forth a high-level overview of the workshops.
- 4. Conduct up to one (1) workshop for up to three (3) person days for your team to review functional business processes for procurement and General Ledger (“GL”) / budgeting.
- 5. Conduct up to two (2) procurement and GL / budgeting follow-up workshops of up to two (2) hours each.
- 6. Document the findings from each workshop in an engagement report.
- 7. Following completion of the workshops in Section 1.A.1.b.4. and 1.A.1.b.5., above, provide You with a Procurement, GL, and Budgeting Engagement Report (“Procurement, GL, and Budgeting Engagement Report”) which sets forth a high-level overview of the workshops.
- 8. Conduct up to two (2) workshops of up to two (2) hours each for Your project team to review functional business processes for the following:
  - i. Bank reconciliation; and
  - ii. Integrations.
- 9. Conduct up to two (2) “EPM Reporting Workshops” for up to one and a half (1.5) hours each for Your project team to review the following:
  - i. Income statement;
  - ii. Balance sheet;
  - iii. Budget versus actual (“BvA”);
  - iv. Net position;
  - v. Working budget; and
  - vi. Project yearly BvA.
- 10. Document the findings from the workshops in Section 1.A.1.b.8. and Section 1.A.1.b.9. in an engagement report.
- 11. Configure NetSuite for Government hosted environment based upon the engagement reports.
- 12. Import up to three (3) annual trial balances as journal entries.
- 13. Assist with the loading of your finalized datasets for Finance as follows:

Finance Functional Area	Finalized datasets to be loaded
Journals	Up to three (3)
Budget	Up to three (3)
Accounts Payable	Up to three (3)
Purchasing	Open/active Purchase Orders, only
Accounts Receivable	Up to three (3)
Fixed Assets	Active fixed assets and their balances as of go-live
Inventory	Current inventory and balances as of go-live

- 14. Import up to one thousand (1,000) pre-defined, active general GL dimension members from NetSuite for Government into the EPM instance for each of the following:
  - i. COA;
  - ii. Funds;
  - iii. Departments;
  - iv. Projects; and
  - v. Grants.
- 15. Migrate the current/in-progress year of income statements and balance sheets, and the prior year budget data from NetSuite for Government into the EPM instance.
- 16. Set up a schedule to import trial balances on a recurring basis from NetSuite for Government into the EPM instance using standard saved searches.
- 17. Provide up to forty-five (45) total person days of guidance on configuring integrations to the following third-party applications:

Name of third party	Type of data	One-way Import/Export / Bidirectional	Frequency	Method (Application Programming Interface ("API") / Flat file)
NeoGov	Payroll	One way	Weekly/Bi-Weekly	Automated
CUSI (UB)	UB Data	Bi	Daily	Automated
Paradigm Scale	Landfill Fees	One way	Daily	Automated
Cloud Permit	Daily batch for payments	One way	Daily	Automated
Fed Gov IRS for 1099	IRS	One Way	Annually	Automated
Clover	Payments	One Way	Daily	Automated
PayPal	Credit Card	One-way	Daily	Automated
Fuel Master	Fuel usage data	One-Way	Daily	Automated
Debtbook	Gasb leases information	One-way	Monthly	Automated

18. Configure up to one (1) of each of the following form templates to include Your information i.e., logo, legal name, address, bill-to address, ship-to address, bank information etc.:

1. Invoice;
2. Purchase Order; and
3. Accounts Payable check.

c. Enable Phase:

1. Conduct up to thirty-two (32) functional training session(s) of up to two (2) hours each for Your project team on the NetSuite for Government Finance module.
2. Following completion of training, provide You with an email notification that functional training is complete ("Finance Functional Training Completion Email").
3. Create a testing plan with You, and provide You with the agreed-upon Finance User Acceptance Testing ("UAT") Plan ("Finance UAT Plan").
4. Provide up to six (6) person days over the course of six (6) weeks to assist with Finance user acceptance testing ("UAT").

d. Live-Operate Phase:

1. Provide You with a Finance Cutover Checklist ("Finance Cutover Checklist") for go-live.
2. Conduct one (1) "Final Data Migration Workshop" for up to two (2) hours to complete final Finance data cutover.
3. Provide up to eleven (11) person days of consulting post go-live support to be used within the first thirty (30) calendar days immediately following production go-live for Finance.
4. Facilitate the transition from Your implementation team to the NetSuite for Government support team for the Finance module.
5. Within five (5) business days immediately following the first thirty (30) calendar days after Finance production go-live, deliver to You the Finance Post Go Live Activity Report ("Finance Post Go Live Activity Report") which documents issues identified during post go-live and correction action/recommended resolution.

2. Phase 2 – Enterprise Performance Management (“EPM”):

Oracle will assist you with enablement of the following functionality within the EPM module:

EPM Functional Areas
Operating Budget

a. Focus Phase:

1. Conduct one (1) functional requirements gathering session for up to two (2) hours to review the following:
  - i. Current budgeting processes;
  - ii. Standard functionality of the application;
  - iii. Budget reporting needs;
  - iv. Confirm administrator access; and
  - v. Project timeline considerations.
2. Following completion of the EPM functional requirements gathering session, provide You with an EPM Functional Requirements Engagement Report (“EPM Functional Requirements Engagement Report”) which sets forth a high-level overview of the workshop.

b. Refine Phase:

1. Conduct up to three (3) “EPM Configuration Workshops” for up to one and a half (1.5) hours each for Your project team to review the following:
  - i. Web forms;
  - ii. Reports; and
  - iii. Dashboards and business rules.
2. Document the findings from each EPM Configuration Workshop in a EPM Configuration Engagement Report.
3. Configure EPM hosted environment based upon the EPM Engagement Reports.
4. Configure Your Operating Budget.

c. Enable Phase:

1. Conduct up to one (1) functional training session of up to two (2) hours each for Your project team on the EPM module.
2. Review UAT processes.
3. Assist with up to two (2) “Data Integration UAT Sessions” for up to one and a half (1.5) hours each to validate the integration of data from NetSuite for Government’s Finance module to EPM.
4. Provide up to four (4) hours of UAT issue resolution assistance, to be used within ten (10) consecutive business days following the Data Integration UAT Session.
5. Assist with up to two (2) “Process and Configuration UAT Sessions” for up to one and a half (1.5) hours each to validate the EPM budget process and configuration.
6. Provide up to four (4) hours of UAT issue resolution assistance, to be used within ten (10) consecutive business days following the Process and Configuration UAT Session.

d. Live-Operate Phase:

1. Provide up to eight (8) hours of consulting post go-live support to be used within the first thirty (30) calendar days immediately following production go-live for EPM.
2. Within five (5) business days immediately following the first thirty (30) calendar days after EPM production go-live, deliver to You the EPM Post Go Live Activity Report (“EPM Post Go Live Activity Report”) which documents issues identified during post go-live and correction action/recommended resolution.
3. Facilitate the transition from Your implementation team to the NetSuite for Government support team for the EPM module.

B. Deliverables.

No.	Deliverable Name	Deliverable Description
1	Finance Kickoff Engagement Report	The Finance Kickoff Engagement Report as described in Section 1.A.1.a.2. above.
2	Project Work Plan	The Project Work Plan as described in Section 1.A.1.a.4. above.
3	Fund Accounting Engagement Report	The Fund Accounting Engagement Report as described in Section 1.A.1.b.3. above.
4	Procurement, GL, and Budgeting Engagement Report	The Procurement, GL, and Budgeting Engagement Report as described in Section 1.A.1.b.7. above.
5	Finance Functional Training Completion Email	The Finance Functional Training Completion Email as described in Section 1.A.1.c.2. above.
6	Finance UAT Plan	The Finance UAT Plan as described in Section 1.A.1.c.3. above.
7	Finance Cutover Checklist	The Finance Cutover Checklist as described in Section 1.A.1.d.1. above.
8	Finance Post Go Live Activity Report	The Finance Post Go Live Activity Report as described in Section 1.A.1.d.5. above.
9	EPM Functional Requirements Engagement Report	The EPM Functional Requirements Engagement Report as described in Section 1.A.2.a.2. above.
10	EPM Post Go Live Activity Report	The EPM Post Go Live Activity Report as described in Section 1.A.2.d.2. above.

2. Acceptance of Deliverables. Upon completion of any deliverable set forth in Section 1.B above, Oracle shall provide a copy to You and demonstrate that the deliverable conforms to its description upon Your request. You shall have three (3) business days after Oracle’s submission of a deliverable (“acceptance period”) to provide written notice of acceptance or rejection. Failure to provide such notice within an acceptance period shall cause a deliverable to be deemed accepted.

If You reject a deliverable, You must specify the deficiencies in detail in the written notice. Oracle will use reasonable efforts at no cost to You to promptly cure any such deficiencies, and You shall have a new acceptance period to provide written notice of acceptance or rejection.

3. Fees, Expenses, and Taxes.

- A. You agree to pay Oracle the fee specified below for the Services and deliverables. This fee does not include expenses or taxes. Once a deliverable is accepted, or deemed accepted, in accordance with Section 2 (Acceptance of Deliverables) above, the corresponding fee for such deliverable specified below becomes due and payable and Oracle shall thereafter invoice, and You shall pay, such fee; this payment obligation shall become non-cancelable and the sum paid non-refundable on such acceptance date, except as may otherwise be provided in the Master Agreement.

Deliverable No.	Deliverable Name	Deliverable Fee
1	Finance Kickoff Engagement Report	\$31,263.00
2	Project Work Plan	\$70,343.00
3	Fund Accounting Engagement Report	\$46,895.00
4	Procurement, GL, and Budgeting Engagement Report	\$31,263.00
5	Finance Functional Training Completion Email	\$31,263.00
6	Finance UAT Plan	\$54,711.00
7	Finance Cutover Checklist	\$39,079.00
8	Finance Post Go Live Activity Report	\$35,171.00
9	EPM Functional Requirements Engagement Report	\$25,607.00
10	EPM Post Go Live Activity Report	\$25,200.00
<b>Total Fixed Fee</b>		<b>\$390,795.00</b>

Any expenses will be invoiced monthly.

4. Project Management.

You and Oracle each agree to designate a project manager who shall work together to facilitate an efficient delivery of the Services. Your project manager shall have the authority to approve Services on Your behalf. Oracle shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

5. Your Cooperation.

- A. Prior to the commencement of Services, designate and identify a project sponsor and a project manager that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the NetSuite hosted environment. Responsibilities include but are not limited to:
  - 1. Provide user feedback during configuration and validation.
  - 2. Be available as needed during the project to answer Oracle's questions, provide business decisions, and other items as required.
  - 3. Provide on-going support to internal users following the implementation.
- B. Enable administrator access to allow provisioning of Your NetSuite for Government hosted environment prior to the commencement of Services.
- C. Modify Your processes as necessary to align with the standard functionality of NetSuite for Government.
- D. Ensure that Your technical and functional resources have the necessary internal process knowledge and are empowered to make decisions.
- E. Ensure that Your team members are dedicated to completing their tasks related to these Services.
- F. Complete and return the questionnaire in the NetSuite for Government Welcome Packet to your Oracle project manager prior to the project kick-off workshop.
- G. Be responsible for choosing your desired form templates from the samples provided to you during the project kick-off workshop.
- H. Be responsible for providing positive pay sample file from Your banking institution.
- I. Be responsible for the configuration of NetSuite Pay and Smart Count.
- J. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle to You.
- K. You will accept Oracle NetSuite release upgrades.
- L. You will not film or record Oracle's delivery of Services, Oracle resources, or any Oracle materials.
- M. You are responsible for planning, executing, and managing all aspects of end-to-end and final reviews, including customizing the Oracle provided templates to prepare and execute test cases and plans and reviewing test results.
- N. Ensure that Your designated Learning Cloud Support passholder training attendee(s) are completing any implementation training courses assigned to them by the Oracle team in the timeline specified as mutually agreed by You and received from the Oracle at the start of the implementation.
- O. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
- P. Manage the post-production maintenance and support of Your NetSuite for Government hosted environment.
- Q. Workshop-related cooperation:
  - 1. For each workshop make Your existing procedure and business process documentation available to Oracle at least one (1) week prior to the workshop.
  - 2. Make Your key decision owners available to attend the workshops.
  - 3. Respond to Oracle requests/queries within two (2) business days.
- R. EPM-related cooperation:
  - 1. Make the position data from Your third-party payroll system available to Oracle within two (2) weeks of the functional requirements gathering session in Section 1.A.3.a.1.
  - 2. Be responsible for ensuring that common, consistent planning and budgeting processes exist across Your organization.
  - 3. Be responsible for performing a production refresh of the NetSuite for Government test environment at the EPM kick-off.
  - 4. Be responsible for client-led data load validation for actual trial balances in the EPM instance to NetSuite for Government saved search results at the G/L journal entry level.
- S. Integration-related cooperation:
  - 1. For each third-party listed in Section 1.A.1.b.17. and Section 1.A.2.b.8. you must provide integration specifications, third-party requirements, and have a live operating environment in place in order for the implementation team to deliver the services in these sections.

2. You will be live in production on all of Your third-party applications to be integrated with NetSuite for Government at least six (6) months prior to the planned Go-Live date of this implementation.
  3. Implement and maintain the production and consumption of the file-based interfaces with Your existing systems.
- T. Migration-related cooperation:
1. Be responsible for extracting the data from Your legacy system(s), providing it in the format specified by Oracle, and providing the Oracle team with all necessary context related to establishing the data migration process.
  2. Audit your data for data migration, including all finalized datasets through the current fiscal year.
  3. Financial data to be migrated must include the following:
    - a. Balances of fully qualified accounts (e.g., Fund-Dept-Obj, and other segments);
    - b. All general ledger impacting transactions (trial balance details), summed and compared by each fully qualified account to the provided balances; no transactions are omitted.
    - c. Transaction details such as purchase orders, bills, invoices, credits, voids, adjustments, payments, checks, wires, etc. must identify which general ledger impacting transaction it is associated with. The values of these details are compared to the general ledger impacting transaction totals to validate that no details are omitted.
  4. Validate the final list data and transactional data within two (2) weeks from data upload.
6. Project Assumptions.
- A. A person day is defined as one (1) person working for up to eight (8) hours, which need not be continuous.
  - B. Services will be performed on-site at Your West Fargo, ND facility and remotely, as mutually agreed upon.
  - C. Standard functionality is defined as the functionality described in applicable documentation, for the NetSuite for Government application, provided by Oracle.
  - D. Hosted environment is defined as the combination of systems and supporting resources to which Oracle grants You access as part of the Services ordered by You, that are (i) configured for the Oracle Programs operating on it and for specific uses as part of the Services, and (ii) used by Oracle to perform the Services. The hosted environment consists of the production environment, and any non-production environment(s), as referenced in the applicable ordering document and Services policies.
  - E. The implementation methodology for the Services is the Oracle True Cloud Method (“TCM”).
  - F. Should You request a suspension of Oracle’s performance of Services, You and Oracle shall cooperate in good faith to review such impact and, if necessary, invoke the change control process. Any adjustments to project resourcing, scheduling, or deliverables resulting from a project suspension, as well as any additional costs incurred for resource reassignment or re-configuration, will be documented by Oracle and submitted to You in the form of a change order which will require Your written approval before Services can resume.
  - G. Any project suspension or delay in the service or implementation project shall not abrogate Your obligations under existing Oracle Cloud subscription service(s) or related commitments, which remain in force regardless of project timelines or delays.
  - H. The NetSuite for Government standard chart of accounts segmentation structure will be used as a default segmentation with localization as required.
  - I. This estimate assumes configuration for up to one (1) legal entity, and up to one (1) legacy third-party software provider per module.
  - J. Workflows are limited to up to three (3) tiers of approval; models include:
    1. Journals;
    2. Budget adjustments;
    3. Accounts Payable;
    4. Purchase Orders; and
    5. Accounts Receivable.
  - K. EPM-related assumptions:
    1. Prior to the commencement of Phase 2– Enterprise Performance Management, the NetSuite for Government production instance must be established as follows:
      - a. Chart of Accounts is finalized;
      - b. Segments are finalized and populated with members;
      - c. Custom Segments are finalized and populated with members;
      - d. Transactional data is loaded; and
      - e. Any additional information, segmentation, etc. that You will need for planning and budgeting is finalized and loaded.
  - L. Integration-related assumptions:

1. If the effort to implement the third-party integrations identified by You exceeds the estimates in Section 1.A.1.b.17. and/or Section 1.A.2.b.8. such adjustments shall be subject to the change control process.
2. Except to the extent expressly stated in the Description of Services section of this document, the use of the terms "integrate" and "integration" throughout this document is not intended to mean that Oracle will ensure (i) the physical or functional integration of Oracle products with external legacy systems, third party products and/or other software applications; (ii) the functioning of Oracle products as a coordinated whole with such external legacy systems, third party products and/or other software applications; or (iii) any non-standard integration between Oracle products. Rather, the terms are used to refer to the overall concept of data exchange between the Oracle products and other systems, products or applications identified in this document, and may include interfacing and/or other methods of integration or interoperation as described in the Description of Services section of this document.

M. Migration-related assumptions:

1. Data migration is limited to the assistance described in Section 1.A.1.b.12., Section 1.A.1.b.13, Section 1.A.1.b.13., Section 1.A.1.b.14., Section 1.A.1.b.15., and Section 1.A.2.b.3.
2. Data provided by Your organization will be validated by the Oracle Local Government implementation team before being loaded into NetSuite for Government. However, any discrepancies or inconsistencies will be returned to You for correction or clarification, up to three (3) revisions. It is recommended that data validation occur prior to submission of the finalized dataset for loading.
3. The amount of time required to import legacy transactions and associated detail is determined by Your ability to provide reconciled data in the format requested. Delays may impact key implementation dates, including Go-Live.
4. As described in Section 1.A.1.b.13, a finalized dataset for finance is defined as up to one (1) years' worth of transactional data for a given fiscal year containing the required information that You wish to migrate, as validated by Your project team starting with the fiscal year of go-live. A dataset will be identified as finalized by Your project team and Oracle during the initial data migration phase of the project. Once a dataset is determined to be finalized, modifying the structure of any subsequent dataset that is provided will cause delays in the migration process and/or inconsistencies in the final result. This dataset should have all relevant details comprising the debits and credits against each accounting segment that impacts the general ledger. All transaction lines should be rounded to two (2) decimal places while maintaining balanced debits and credits and aligning with balances for each fiscal year. All transaction detail records (e.g. vendor bills, checks, accounts receivable invoices, cash receipts, etc.) must include an associating reference to the general ledger impacting transaction as well its relationship with other detail transactions such as bills-to-purchase orders or checks-to-bills. Subledger transactions details (i.e., subledger project transaction details) should be free of conflicts from their associated general ledger impact transaction.
5. Transactional data from your current/in-progress fiscal year at the time of go-live is considered one year of the total number of years to be migrated. If electing to migrate additional data beyond the fiscal year of go-live, you will also need to provide finalized datasets for each additional year to be migrated. Additionally, you will need to provide a summary of your financial balances for the year prior to the earliest year of data being migrated; this gives us a starting point for your financial data.
6. Fixed asset depreciation is migrated as the accumulated/cumulative depreciation balance on each asset record. Detailed depreciation history is out of scope.

N. Any Functional Area that is not fully implemented prior to the conclusion of the thirty (30) calendar day post go-live assistance period for the respective module shall be deemed out of scope and no further Services shall be performed in connection with such Functional Area. Any additional work on these items will be handled via the change control process and may result in additional fees.

O. Any integration(s), form(s), script(s), or related effort that is not finalized prior to the conclusion of the thirty (30) calendar day post go-live assistance period for the respective module shall be deemed out of scope and no further Services shall be performed in connection with these items. Any additional work on such items will be handled via the change control process and may result in additional fees.

P. Product issues will be reported using the Oracle Service Cloud ("OSvC") portal and will be addressed in accordance with Oracle Support policies.

Q. Issues with the NetSuite for Government environment will require a ticket to be created by You through the OSvC portal to allow the Oracle team to address it.

R. Out of Scope: The following are not included in the scope of, or fees for, Services under this exhibit:

1. Performance testing, tuning, or any management of performance.
2. Testing beyond the activities described in this exhibit.

3. Customizations to NetSuite for Government.
4. Oracle Cloud subscription services.
5. Languages other than U.S. English.
6. Integrations or data conversions beyond what is explicitly described in this exhibit.
7. Form configuration beyond what is explicitly described in this exhibit.
8. Creation of Operating Budget Book, Capital Improvement Program Budget, or Personnel Budget.
9. Account Reconciliation and/or Narrative Reporting.
10. Cloud middleware, database, operating and other hardware activities.
11. Complex business processing or orchestration related to integrations.
12. Transformations or data mapping of elements.
13. Any kind of data cleansing/reconciliation activities.
14. Migration of budget line-item detail notes.
15. Additional workforce structures for future use, expansion, or acquisitions.
16. Extensions, customizations, or custom reports.
17. Localizations other than those made to the chart of accounts structure.
18. Post-production Services exceeding the effort explicitly described in this exhibit.
19. Anything not expressly listed in the Description of Services.

ORDINANCE NO. 1278

AN ORDINANCE TO AMEND AND REENACT SECTIONS 10-0601, 12-0601, 12-0602, 12-0603, AND 12-0604 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO RELATING TO POSSESSION OF TOBACCO PRODUCTS BY PERSONS UNDER THE AGE OF TWENTY-ONE.

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

SECTION 1. Section 10-0601 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted by adding the definition of “Alternative Nicotine Product” and amending the definition of “Tobacco Products.” All other definitions remain unchanged except for being renumbered.

1. ALTERNATIVE NICOTINE PRODUCT. Any noncombustible product containing nicotine that is intended for human consumption, whether chewed, absorbed, dissolved, or ingested by any other means. The term does not include any cigarette, cigar, snuff, tobacco in any other form in which it may be utilized for smoking or chewing, any electronic smoking device, or any product regulated as a drug or device by the U.S. Food and Drug Administration under chapter V of the Federal Food, Drug, and Cosmetic Act [21 U.S.C. 501 et seq.].
  
56. TOBACCO PRODUCTS. Any product that is made from or derived from tobacco, which contains nicotine or a similar substance, and is intended for human consumption or is likely to be consumed, whether smoked, heated, chewed, absorbed, dissolved, inhaled or ingested by any other means, including, but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, snus, e-cigarette, electronic cigarette, ~~or an~~ electronic smoking device, ~~or an~~ alternative nicotine product. Tobacco product also includes e-cigarettes and other electronic smoking devices, pipes and rolling papers, but does not include any product specifically approved by the U.S. Food and Drug Administration for legal sale as a tobacco cessation product and is being marketed and sold solely for that approved purpose.

SECTION 2. Section 12-0601 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

12-0601. PROCURING TOBACCO PRODUCT FOR PERSON UNDER TWENTY-ONE YEARS OF AGE - PENALTY. For the purpose of this section, the definitions in Section 10-0601 shall apply. It is an infraction for any person to sell or furnish to a person under twenty-one (21) years of age, or procure for a person under twenty-one (21) years of age, cigarettes, cigarette papers, cigars, e-cigarettes, electronic cigarettes, electronic smoking devices, snuff, ~~or~~ tobacco products in any other form in which it may be utilized for smoking or chewing, or alternative

nicotine products. As used in this section, “sell” includes dispensing from a vending machine under the control of the actor. This section does not apply to a vending machine or other coin-operated machine that is permitted under section 10-0603.

SECTION 3. Section 12-0602 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

12-0602. PERSON UNDER TWENTY-ONE YEARS OF AGE POSSESSING TOBACCO PRODUCTS.

1. It is a noncriminal offense for an individual eighteen (18) years of age, but a person under twenty-one (21) years of age, and an infraction for an individual fourteen (14) years of age, but under eighteen (18) years of age, to purchase, possess, smoke, or use cigarettes, cigars, cigarette papers, e-cigarettes, electronic cigarettes, electronic smoking devices, snuff, alternative nicotine products, or tobacco products in any form in which it may be utilized for smoking or chewing.
2. Subsection 1 shall not apply to an individual under twenty-one (21) years of age who may purchase and possess tobacco products as part of a compliance survey program when acting with the permission of the individual’s parent or guardian and while acting under the supervision of any law enforcement authority. A state agency, city, county, board of health, tobacco product retailer, or association of tobacco product retailers may also conduct compliance surveys, after coordination with the appropriate law enforcement authority.
3. Subsection 1 shall not apply to an employee less than twenty-one (21) years of age employed by a licensed tobacco product dealer or distributor where said employee under the age of twenty-one (21) years handles tobacco products listed in this section as part of that employee’s employment.
4. Subsection 1 shall not apply if the possession or use of tobacco products relates to a cultural or religious practice; including, without limitation, the use or possession of tobacco products during any religious or cultural ceremony.

SECTION 4. Section 12-0603 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

12-0603. FEE. A fee of \$25 will be assessed for a person ~~fourteen (14)~~ eighteen (18) years of age or older, but under twenty-one (21) years of age, who has been charged with an offense under Section 12-0602, ~~for the first offense. For a second offense within a year, a fee of \$50 and attendance at a tobacco cessation program approved by the West Fargo Municipal Court will be required. For third and subsequent offenses within a year the Municipal Court may impose a fee of up to \$250 and attendance at a tobacco cessation program. The failure to post a required bond or pay an assessed fee by an individual found to have violated the ordinance is punishable as a contempt of court, except a minor may not be imprisoned for contempt.~~

SECTION 5. Section 12-0604 of the Revised Ordinances of 1990 of the City of West

Fargo, North Dakota, is hereby amended and reenacted to read as follows:

12-0604. PAYMENT PROCEDURE. A person fourteen (14) years of age or older, but under eighteen (18) years of age, has committed an infraction and must be sent to juvenile court. An individual eighteen (18) years of age or older, but under twenty-one (21) years of age, found to have violated Section 12-0602 must pay a fee in the amount set out in Section 12-0603.

1. Any individual who has been cited for a violation of Section 12-0602 may appear before the West Fargo Municipal Court and pay the fee by the time scheduled for a hearing, or if bond has been posted, may forfeit the bond by not appearing at the scheduled time. An individual appearing at the time scheduled in the citation may make a statement in explanation of that individual's action and the judge may waive, reduce, or suspend the fee or bond, or both. If the individual cited fails to follow the procedures of this section, that individual has admitted the violation and has waived the right to a hearing on the issue of commission of the violation. The bond required to secure appearance before the court is the same as the fee schedule set out in Section 12-0603. For a third or subsequent violation, the individual must appear before the Judge of the Municipal Court.
2. An individual may request a hearing on the issue of the commission of the violation cited. The hearing must be held at the time scheduled in the citation or at some future time, not to exceed 90 days later, set at that first appearance. At the time of a request for a hearing on the issue on commission of the violation, the individual cited shall deposit with the court an appearance bond equal to the fee for the violation cited.
3. The failure to post bond or to pay an assessed fee, ~~or attend a tobacco cessation class when required to do so~~ is punishable as a contempt of court, except ~~a minor~~ an individual may not be imprisoned for the contempt.

SECTION 6. Effective Date. This ordinance shall be in full force and effect from and after the date of its final passage and publication.

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

ATTEST:

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City Auditor

Date of First Reading:

Date of Second Reading:

Date of Publication: