

Meeting Items

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
- D. Approve Order of Agenda
- E. Approval of Minutes -- June 1, 2026
- F. Building Permits

Consent Agenda - Approve the Following:

- a. Bills
- b. Project No. 1352 – Sanitary Sewer System Rehabilitation – Spot Repairs
 - Approve Plans and Specifications and Direct Advertisement for Bids
- c. Improvement District No. 1358 – New Water Supply, Sewerage, Street Systems, and Incidentals (Grant 2nd Addition)
 - Approve Plans and Specifications and Direct Advertisement for Bids
- d. Improvement District No. 2301– Intersection Improvements and Incidentals – 9th St W at Mulberry Ln & 50th Ave W
 - Rename District to Improvement District No. 1360 – New Water Supply, Sewerage, Street Systems, and Incidentals (Hope Lutheran Addition), Approve Plans and Specifications and Direct Advertisement for Bids
- e. Improvement District No. 2288 – 52nd Ave & 9th St W Intersection Improvements
 - Adopt Resolution to Dissolve Improvement District
- f. Improvement District No's 1345, 1353 and 2290
 - Adopt Amended Resolutions to Direct Assessments to be Levied
- g. Gaming Site Authorizations for West Fargo Hockey Association
 - Blarney Stone
 - Boston's Pizza
 - Hooligans
 - Mackenzie River
 - M & J Saloon
 - Pub West
 - Saloon 95
- h. Gaming Site Authorization for West Fargo Baseball Inc at Unhynged
- i. Games of Chance for Toppers Custom Car Club at West Fargo Cruise Nights
- j. Games of Chance for Veterans Warrior Foundation

Regular Agenda

1. Members of the public will be allowed 2 minutes and 30 seconds to address the City Commission. Commissioners will not take any official action during this comment period. Members of the public who wish to speak during this public comment period must sign-up in advance, and provide their name, residential address, and reference the item on the current agenda or on the agenda of the most recent previous meeting. Please sign up no later than 12 p.m. the day of the City Commission Meeting you wish to attend. [City Commission Meeting Public Comment | West Fargo, ND](#) (westfargond.gov)
2. Public Hearings (each item will adjourn out of regular meeting into a public hearing)
3. A26-4 Grant 2nd Addition, request for Final Plat approval -- Aaron Nelson, Director of Planning and Zoning
4. A26-6 Zoning Ordinance Amendment to Title IV regarding inert landfills (2nd reading) -- Aaron Nelson, Director of Planning and Zoning
5. A26-9 Growth Area Plan, review and discussion of draft plan document -- Aaron Nelson, Director of Planning and Zoning
6. Oracle NetSuite Government ERP Contract Authorization -- Willy Galindo, Finance Director
7. Project No. 1359 – Sanitary Sewer Improvements (Mapleton/West Fargo Force Main Connection) -- Dan Hanson, Sr. Director of Community & Development
 - Approve MOU with the City of Mapleton
8. Project No. 2293 – 9th St NE Grade Separation – Jerry Wallace, City Engineer
 - Approve Change Order No. 1
9. 2027 Preliminary Budget Overview -- Dustin Scott, City Administrator
10. City Administrator's Report -- Dustin Scott, City Administrator
11. Correspondence
12. Non-Agenda Items
13. Adjourn



Meeting Items

A. Call to Order

The West Fargo City Commission meeting called to order in the City of West Fargo Commission Chambers on Monday, June 1, 2026.

B. Pledge of Allegiance

The Pledge of Allegiance was recited.

C. Roll Call

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

D. Approve Order of Agenda

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

E. Approval of Minutes -- May 18, 2026

Commissioner Zundel moved and Commissioner Olson seconded to approve the minutes of May 18, 2026. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve the minutes of May 18, 2026, was declared carried.

F. Building Permits

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

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

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

Regular Agenda

- 1. 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)**

There were three members of the public that spoke during this time.

- 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**

The Public Hearing was opened and closed for the First Reading and Public Hearing for A26-6 Zoning Ordinance Amendment to Title IV regarding inert landfills.

Commissioner Zundel moved and Commissioner Anderson seconded to approve the First Reading for A26-6 Zoning Ordinance Amendment to Title IV regarding inert landfills. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to approve the building permits, was declared carried.

- 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>

Commissioner Anderson moved and Commissioner Jorgensen seconded to deny Improvement District No. 2288 – 52nd Ave & 9th St W Intersection Improvements; Project Update and Direct Staff Regarding Project Scope and Funding.

Commissioners Jorgensen, Zundel, Dardis, and Anderson voted aye. Commissioner Olson voted nay, the motion to deny Improvement District No. 2288 – 52nd Ave & 9th St W Intersection Improvements; Project Update and Direct Staff Regarding Project Scope and Funding, was declared carried by a 4:1 vote.

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

Commissioner Olson moved and Commissioner Dardis seconded to approve America 250 Celebration Partnership Proposal with the Red River Valley Fair; Consider proposal and select option 2, an investment of \$27,500. Commissioner Zundel recused herself; Commissioners Dardis, Olson and Anderson voted aye. Commissioner Jorgensen voted nay, the motion to approve America 250 Celebration Partnership Proposal with the Red River Valley Fair; Consider proposal and select option 2, an investment of \$27,500, was declared carried by a 3:1 vote.

5. Zencity Software Contract -- Rachel Richter Lordemann, Director of Communications

• Approve three-year contract with Zencity Technologies US Inc.

Commissioner Olson moved and Commissioner Dardis seconded to approve the Zencity Software Contract; Approve three-year contract with Zencity Technologies US Inc. Commissioners Jorgensen, Dardis, Olson and Anderson voted aye. Commissioner Zundel voted nay, the motion to approve the Zencity Software Contract; Approve three-year contract with Zencity Technologies US Inc, was declared carried.

6. Library Annual Report -- Jenna Kahly, Library Director

The item was informational only.

7. Approve proposed 2027 Utility Rates Resolution -- Matt Andvik, Senior Director of Public Works

Commissioner Olson moved and Commissioner Zundel seconded to approve the proposed 2027 Utility Rates Resolution. Commissioners Jorgensen, Zundel, Dardis and Olson voted aye. Commissioner Anderson voted nay, the motion to approve the proposed 2027 Utility Rates Resolution, was declared carried.

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

Commissioner Jorgensen moved and Commissioner Anderson seconded to Rescind Motion Accepting Bids and Awarding Contract and Reject All Bids that were received Project No. 2300 – 2026 Public Works Mill & Overlay. Commissioners Jorgensen, Zundel, Dardis, Olson and Anderson voted aye. No Commissioners present voted nay, the motion to Rescind Motion Accepting Bids and Awarding Contract and Reject All Bids that were received Project No. 2300 – 2026 Public Works Mill & Overlay, was declared carried.

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

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

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.

Commissioner Olson moved and Commissioner Anderson seconded to table the Oracle NetSuite Government ERP Contract Authorization; Authorize Finance Director to execute contract with Oracle NetSuite, based on the presented term sheet and contingent upon satisfactory legal review item. Commissioners Jorgensen, Dardis, Olson and Anderson voted aye. Commissioner Zundel voted nay, the motion to table the Oracle NetSuite Government ERP Contract Authorization; Authorize Finance Director to execute contract with Oracle NetSuite, based on the presented term sheet and contingent upon satisfactory legal review item, was declared carried by a 4:1 vote.

11. Second Reading of Ordinance 1278 - Tobacco -- Katie Schmidt, City Attorney

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

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

- a. 2027 Preliminary Budget Update
- b. Election locations and Early Voting
- c. July 1st is the appreciation event for the departing Commissioners
- d. Engineering Department, thank you

13. Correspondence

There was no correspondence.



West Fargo City Commission Meeting
West Fargo City Hall Commission Chambers
2515 6th St E, West Fargo 58078
Monday, June 1, 2026 5:30 PM

14. Non-Agenda Items

Commissioner Jorgensen, mentioned the Airport being a part of the Growth Area Master Plan.

15. Adjourn

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

**WEST FARGO CITY COMMISSION MEETING
BUILDING DEPARTMENT ACTIVITY REPORT
6/15/2026**

	06/01/2026 Thru 06/11/2026			YEAR TO DATE		
	# PERMITS	# UNITS	VALUATION	# PERMITS	# UNITS	VALUATION
<u>BUILDING NEW</u>						
COMMERCIAL	1		\$ 1,200,000.00	4		\$ 22,692,139.00
RESIDENTIAL DWELLING	2	2	\$ 953,834.00	14	14	\$ 7,356,081.00
RESIDENTIAL TWINHOME						
RESIDENTIAL TOWNHOME						
RESIDENTIAL MULTIPLE						
PUBLIC						
CHURCH						
ACCESSORY	7		\$ 211,237.00	51		\$ 2,926,408.00
FOUNDATION ONLY	1		\$ 756,512.00	6		\$ 3,957,671.00
<u>BUILDING REMODEL</u>						
COMMERCIAL	4		\$ 1,176,904.00	25		\$ 4,400,820.00
RESIDENTIAL	15		\$ 1,419,626.00	67		\$ 3,648,989.00
PUBLIC				5		\$ 15,826,000.00
CHURCH						
ACCESSORY						
<u>BUILDING OTHER</u>						
DEMOLITION	1		\$ 20,000.00	2		\$ 38,000.00
MOVE	1		\$ 1,000.00	1		\$ 1,000.00
PERMIT CANCELLATION						
TOTALS	32	2	\$ 5,739,113.00	175	14	\$ 60,847,108.00

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

1

NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
260253	Ryezon Construction LLC	4801 2 ST E	GREG C KRUTSINGER	\$ 97,260.00	Accessory - Structure
260414	Precision Lawn & Landscape, Inc.	2635 8 ST W	TERRY & JOANN SMEBY	\$ 31,077.00	Accessory - Deck
260417	JAMES HEISLER	729 48 AVE W	JAMES HEISLER	\$ 50,000.00	Remodel - Residential - Lower Level Finish
260420	Groundworks Minnesota, LLC	1207 BARNES DR W	JON M IVERSON, ETAL	\$ 1,731.00	Remodel - Residential - Foundation Repair
260437	Groundworks Minnesota, LLC	2107 4 AVE E	ADAM & LINDA NEPPL	\$ 11,863.00	Remodel - Residential - Foundation Repair
260276	Radiant Creative Homes, LLC	2421 RIVERS BEND DR E	JACKSON L & LINDSEY K STROM	\$ 749,999.00	Remodel - Residential - Addition with Elevator
260421	MASON GLEVGAARD & MADISON LANGLEY	6063 8 ST W	MASON GLEVGAARD & MADISON L	\$ 7,000.00	Accessory - Deck
260333	Morton Buildings, Inc.	1812 MAIN AVE W	FARMERS UNION OIL COMPANY OF	\$ 800,000.00	Remodel - Commercial - New Insulated Warehouse
260455	KAYLA & NICK COX	643 SOUTH SEDONA DR	KAYLA & NICK COX	\$ 1,000.00	Move - Relocate Garage to Forman ND
260288	JN Contracting	360 32 AVE W UNIT 100	SHEYENNE 32 WEST, LLC	\$ 253,904.00	Remodel - Commercial - Interior Fitup
260429	Breland Enterprises, Inc.	844 11 AVE W	ROBERT WETZSTEIN	\$ 5,074.00	Remodel - Residential - Replace Egress Well
260290	Vanterra Foundation Solutions, LLC	359 CEDAR LN	NICOLE & ANTHONY JOHNSON	\$ 5,550.00	Remodel - Residential - Remove Window & Install Egress
260458	Groundworks Minnesota, LLC	902 SOMMERSET DR	MICHELLE PETERSON	\$ 9,328.00	Remodel - Residential - Foundation Repair
260444	Window World of Fargo	2193 4 AVE E	MYRON G & MARILYN K MUHLE, LE	\$ 36,943.00	Remodel - Residential - Replace Siding
260453	JOHN M & JODI R STENDE	1455 7 ST W	JOHN M & JODI R STENDE	\$ 20,000.00	Remodel - Residential - Replace Siding
260336	MATTHEW DIMMER	994 PARKWAY DR	MATTHEW DIMMER	\$ 7,900.00	Accessory - Deck
260337	PTB, Inc.	1609 MAPLE PL	RAYMOND & MARGARET BURNSTA	\$ 61,000.00	Remodel - Residential - Replace Siding
260338	PTB, Inc.	1812 7 ST W	CHRISTOPHER HUNT, ETAL	\$ 49,000.00	Remodel - Residential - Replace Siding
260398	Premium Decks, Inc.	3320 OAK RIDGE POND WAY E	J4 LEGACY HOLDINGS, LLC	\$ 30,000.00	Accessory - Deck
260430	Deyle Construction	3026 3 ST E	EVAN & DANIELLE CONDRY	\$ 20,000.00	Accessory - Deck

WEST FARGO CITY COMMISSION MEETING
Building Department Report - Summary

2

NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
260163	Eric Berg Construction, Inc.	551 LIZZIE PL E	EMERSON & KATIE A EHLIS	\$ 85,000.00	Remodel - Residential - Remodel Basement Room
260464	Breland Enterprises, Inc.	113 1 AVE E	ELIZABETH M JENSEN	\$ 22,138.00	Remodel - Residential - Foundation Repair
260254	Century Builders, LLC	424 CHRISTIANSON DR W	MAGNUM PROPERTIES	\$ 1,200,000.00	Commercial - Build Quick Lube & Auto Service Facility
260457	The Service Department LLC	4415 SUNSET BLVD	JORDAN & HOPE WOLF	\$ 40,000.00	Remodel - Residential - Lower Level Finish
260426	Krueger Construction, Inc.	1101 ASPEN TER	KRUEGER CONSTRUCTION, INC	\$ 684,534.00	Residential Dwelling
260469	HENCO PROPERTY LEASING LLC	1613 MAIN AVE E	HENCO PROPERTY LEASING LLC	\$ 1,000.00	Remodel - Commercial - Change Use
260206	Thomsen Homes, LLC	1223 RACHEL DR W	THOMSEN HOMES, LLC	\$ 269,300.00	Residential Dwelling
260213	Olaf Anderson Construction, Inc.	1021 7 ST NE	NORDICK GROUP INC	\$ 756,512.00	Foundation Only - Commercial Warehouse
260423	OMNI Improvements LLC	108 MAIN AVE W	OMNI PROPERTY HOLDINGS LLC	\$ 20,000.00	Demolition - Demolish Vacant Commercial Building
260434	Skarphol Craftsman LLC	959 29 AVE W	HAY FAMILY REVOCABLE LIVING T	\$ 18,000.00	Accessory - Deck
260460	Grafstrom Construction LLC	700 26 AVE E	AMB INVESTMENTS	\$ 122,000.00	Remodel - Commercial - Add IT Room & Non-structural Walls
260456	Dietrich Homes, Inc.	2594 RIVERS BEND DR E	ERIC D & AMBER L MERHIY	\$ 272,000.00	Remodel - Residential - Replace Front Siding with Brick

06/12/26
14:55:07

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 06/01/26 to 06/12/26

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Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
132627		808 A & L LANDSCAPING	960.00						
1	06/03/26	IRRIGATION REPAIR - PD	960.00			1000 455000	420		101000
3326									
		Total for Vendor:	960.00						
132500	C	2954 A-OX WELDING SUPPLY CO INC	28.70						
1	05/28/26	PROPANE	28.70			1000 430000	722		101000
0001545174									
132748	C	2954 A-OX WELDING SUPPLY CO INC	31.26						
1	05/15/26	NOZZLE ACCULOCKMDX	31.26			1000 455000	433		101000
0001541566									
		Total for Vendor:	59.96						
132510	C	4550 ABC LOCK & KEY INC	185.00						
1	05/28/26	REKEY	185.00			6010 450200	420		101000
E2640									
		Total for Vendor:	185.00						
132492	C	289 ACME TOOLS	198.36						
1	05/29/26	CHISEL	31.52			6025 450000	432		101000
16381427									
2	05/29/26	#5706 TOOLS	134.01			1000 430002	610		101000
13682341									
3	05/28/26	TRIMMER LINE	32.83			1000 430001	358		101000
16374168									
132656	C	289 ACME TOOLS	247.88						
1	06/04/26	BATTERY STARTER KIT	199.00			1000 430000	432		101000
16419737									
2	06/04/26	RECIP BLADE	48.88			6020 450000	432		101000
16417921									

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CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 06/01/26 to 06/12/26

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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
132676	C	289 ACME TOOLS	99.42								
1	06/04/26	#5707 TOOLS	99.42			1000		430002	610		101000
16418740											
Total for Vendor:			545.66								
132478	-93112E	5748 ADDISON SMITH	1,022.33								
		Direct deposit returned by bank due to invalid account number									
1	05/29/26	Parks Payroll 05.29.26	1,022.33			8000		453000	110		101000
Total for Vendor:			1,022.33								
132622	C	3179 ADVANCED ENGINEERING &	4,962.25								
1	05/12/26	PROJ 1351	4,182.25			4221		480000	670		101000
110849											
2	05/12/26	2026 AWIA SUPPORT	780.00			6020		450000	418		101000
110848											
132663	C	3179 ADVANCED ENGINEERING &	21,842.32								
1	06/09/26	2026 AWIA SUPPORT - MAY	5,134.50			6020		450000	418		101000
111533											
2	06/09/26	I&C SCADA SUPPORT - MAY	1,103.13			6025		450000	430		101000
111672											
3	06/09/26	PROJ 1351	15,604.69			4221		480000	670		101000
111673											
Total for Vendor:			26,804.57								
132599	C	779 AGASSIZ SEED COMPANY	432.00								
1	SINV111581	05/15/26 Project 6064	432.00			4256		480000	670		101000
SINV111581											
Total for Vendor:			432.00								
132519		2544 AIRGAS USA, LLC	366.25								
1	05/14/26	CM/AI116RAL	366.25			1000		455000	420		101000
9172020723											
Total for Vendor:			366.25								

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14:55:07

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 06/01/26 to 06/12/26

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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
132637	C	2947 ALLSTATE PETERBILT OF FARGO	25.52								
1	05/28/26	#4101 KNOB	25.52			6010		450200	427		101000
4004525208											
Total for Vendor:			25.52								
132710		5576 ALYSSA OMMEN	120.00								
1	06/30/26	P&Z Meetings Jan-June 2026	120.00			1000		418000	111		101000
Total for Vendor:			120.00								
132489	E	3490 AMAZON CAPITAL SERVICES	453.74								
1	06/01/26	T TWEITEN - PANTS	194.97			6025		450000	422		101000
1QGQ9TJ4MRQ9											
2	06/02/26	S TIFFANY SHIRTS	73.47			1000		455000	422		101000
1J77RRMG9H9X											
3	05/26/26	FIRST AID KITS - ST	38.44			1000		430000	639		101000
1TWFDJVNQ4											
4	05/26/26	FIRST AID KITS - SW	38.44			6025		450000	639		101000
1TWFDJVNQ4											
5	05/26/26	FIRST AID KITS - WA	38.44			6020		450000	639		101000
1TWFDJVNQ4											
6	05/29/26	HEARING PROTECTION	55.20			1000		430001	639		101000
1DRMPDGT4LC											
7	05/27/26	OFFICE SUPPLIES	14.78			1000		450000	410		101000
1DXVP3JTYQK7											
132511	E	3490 AMAZON CAPITAL SERVICES	778.73								
1	05/29/26	J WILLIAMS PANTS	109.98			6010		450200	422		101000
19FQNR6TJFG											
2	05/29/26	L DUDDEN PANTS	129.98			6010		450200	422		101000
19FQNR6TJFG											
3	05/29/26	MOUNTS	153.52			6010		450200	497		101000
19FQNR6TJFG											
4	06/01/26	ELECTROLYE PACKETS	47.29			6010		450200	433		101000
16LN3MJGLC7J											
5	06/01/26	M RAMSEY PANTS	109.98			6010		450200	422		101000
1R3KHJRYMQQK											

06/12/26
14:55:07

CITY OF WEST FARGO, ND
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For Claims from 06/01/26 to 06/12/26

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* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
6	05/20/26	C MOSS MONITOR	227.98			6020		450000	497		101000
132531	E	3490 AMAZON CAPITAL SERVICES	79.99								
1	05/22/26	Foot rest - Finance	79.99			1000		414100	641		101000
		1NRP-NDJQ-1DT3									
132537	E	3490 AMAZON CAPITAL SERVICES	968.66								
1	06/02/26	Podcast recorder - Court	296.99			1000		412000	497		101000
		1769-W41R-J73M									
2	06/02/26	Microphones - Court	379.05			1000		412000	497		101000
		14WF-7LXC-JKFQ									
3	06/02/26	Laptop screen protectors - PD	67.95			1000		421000	497		101000
		13PV-L3TF-3GTL									
4	06/04/26	Copy paper/pens - Court	183.99			1000		412000	410		101000
		1NQV-YK6V-LXKJ									
5	06/10/26	Office supplies - Planning	40.68			1000		418000	410		101000
		1YJW-3JYD-14FQ									
132556	E	3490 AMAZON CAPITAL SERVICES	74.95								
1	06/02/26	boots cruff	74.95			1000		421000	422		101000
		1LQH-JWPS-6XMM									
132621	E	3490 AMAZON CAPITAL SERVICES	206.66								
1	06/09/26	J REMMEN PANTS	115.94			6010		450200	422		101000
		1KQ9N9VMWMMW									
2	06/08/26	TABLET MOUNT	90.72			6010		450200	497		101000
		1RRFGRMY44CY									
132689	E	3490 AMAZON CAPITAL SERVICES	16.59								
1	06/04/26	#7708 DIPSTICK	16.59			4387		480000	427		101000
		116R7GFHDHM1									
132723	E	3490 AMAZON CAPITAL SERVICES	16.15								
1	06/09/26	ADULT SERVICES - COFFEE CUPS	16.15			7000		411600	649		101000
		1PFT-X9LL-1TJH									

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132731	E	3490 AMAZON CAPITAL SERVICES	95.51						
		Fire Department							
1	D	UNDERHIL 06/02/26 FD Fire Inspector II Exam	95.51			2060 415200	340		101000
		14CN-FD4L-DR6L							
		Total for Vendor:	2,690.98						
132522	-93111E	5229 AMB INVESTMENTS, LLC	47,700.00						
		New City Hall / Satellite Library							
1		06/01/26 June 2026 Lease - City Hall	44,922.57			1001 415000	389		101000
2		06/01/26 June 2026 Lease - Satellite Li	2,777.43			7000 411600	389		101000
		Total for Vendor:	47,700.00						
132496	C	317 AMERICAN WELDING & GAS, INC.	183.57						
1		05/28/26 DUMPSTER REPAIR	183.57			6010 450200	914		101000
		0011695159							
132681	C	317 AMERICAN WELDING & GAS, INC.	248.90						
1		05/31/26 60 MONTH CYLINDER LEASE NITROG	248.90			1000 455000	433		101000
		0011698913							
		Total for Vendor:	432.47						
132692		999999 AMY BAUMGARTEN	300.00						
		Tree Planting Permit - 1263 Marlys Dr W							
1		06/10/26 Tree - 1263 Marlys Dr W	300.00			5000 422000	490		101000
		Total for Vendor:	300.00						
132560		4352 AMY KRAEMER	346.99						
		ND Clerks Conference - Bismarck - 05/12/26-05/14/26							
		**2025 form was used instead of 2026 - signatures on first page, calculations on							
		second**							
1		05/18/26 Travel reimb 5/12-5/14	346.99			1000 412000	340		101000
		Total for Vendor:	346.99						

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132612		3160 APPLE BOOKS	1,449.35								
1	06/04/26	BOOKS	1,449.35			7000		411600	662		101000
121510											
		Total for Vendor:	1,449.35								
132671		22 ASPLIN EXCAVATING	1,473.19								
1	05/21/26	ROUND ROCK	1,473.19			6020		450000	394		101000
26-0806											
		Total for Vendor:	1,473.19								
132587		C 5449 ASSUREHIRE	1,141.00								
		Background Checks / Drug Screens / Credit Checks for New Hires									
1	142693 06/01/26	Background/Drug Screens	213.00			1000		414103	399		101000
142693											
2	142693 06/01/26	Drug Screen/Credit Checks - PD	21.00			1000		421000	387		101000
142693											
3	142693 06/01/26	Background/Drug Screens - Park	907.00			8000		453000	110		101000
142693											
		Total for Vendor:	1,141.00								
132655		C 2931 AUTO VALUE PARTS STORES	1,234.81								
1	05/29/26	LOW/HIGH SIDE FIEL	119.90			1000		455000	432		101000
99403365											
2	06/04/26	FILTERS	27.51			6025		450000	825		101000
99404690											
3	06/02/26	FILTERS	22.66			1000		430001	427		101000
99403940											
4	05/27/26	#3105 SPOOL CABLE	139.00			1000		430000	427		101000
99402659											
5	06/02/26	FILTERS	54.69			1000		421000	427		101000
99403954											
6	06/02/26	FILTERS	49.77			1000		430001	427		101000
99403960											
7	06/02/26	FILTERS	12.33			6025		450000	427		101000
99403961											
8	06/02/26	FILTERS	3.35			1000		455000	427		101000
99403956											

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9	06/02/26	FILTERS	56.11			6020 450000	427		101000
99403955									
10	06/02/26	FILTERS	3.35			2210 428000	427		101000
99403958									
11	05/28/29	#407 WASHER	3.49			6010 450200	427		101000
99403097									
12	05/29/26	#407 WASHER	15.95			6010 450200	427		101000
99403461									
13	06/01/26	FILTERS	111.08			6025 450000	427		101000
99403747									
14	06/02/26	FILTERS	330.59			6010 450200	427		101000
99403920									
15	06/09/26	FILTERS	3.35			2210 428000	427		101000
99405451									
16	06/09/26	FILTERS	5.02			1000 430000	427		101000
99405448									
17	06/09/26	FILTERS	124.25			6010 450200	427		101000
99405450									
18	06/09/26	FILTERS	27.53			1000 421000	427		101000
99405446									
19	06/09/26	FILTERS	85.75			6025 450000	427		101000
99405454									
20	06/09/26	FILTERS	39.13			1000 430001	427		101000
99405453									
132687	C	2931 AUTO VALUE PARTS STORES	79.71						
1	06/09/26	FILTERS	79.71			6020 450000	427		101000
99405707									
132745	C	2931 AUTO VALUE PARTS STORES	19.75						
1	06/01/26	TOWER/SHROUD	19.75			1000 430001	427		101000
99403736									
Total for Vendor:			1,334.27						

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132577	C	3149 BEE SEEN GEAR	196.98								
1	06/03/26	cap for swiggum	29.00			1000		421000	422		101000
76431											
2	05/18/26	uniforms for Runcorn	167.98			1000		421000	422		101000
76221											
132579	C	3149 BEE SEEN GEAR	204.98								
1		uniforms for carlson	204.98			1000		421000	422		101000
74962											
132582	C	3149 BEE SEEN GEAR	2,654.83								
1	05/14/26	5 year rotation jacket-stanton	431.00			1000		421000	422		101000
76183											
2	05/14/26	5 year rotation jacket-ellefso	431.00			1000		421000	422		101000
76181											
3	05/14/26	5 year rotation jacket-swiggum	407.00			1000		421000	422		101000
76178											
4	05/14/26	5 year rotation jacket-m oldha	407.00			1000		421000	422		101000
76179											
5	05/11/26	shirts for richardson	78.99			1000		421000	422		101000
76090											
6	05/18/26	molle case for carlson	43.00			1000		421000	422		101000
76216											
7	05/20/26	taco mount for hicks	63.00			1000		421000	422		101000
76257											
8	05/20/26	equip for saari	192.95			1000		421000	422		101000
76295											
9	05/27/26	notebook for wirtzfeld	25.90			1000		421000	422		101000
76397											
10	06/19/26	shirt for danielson	108.00			1000		421000	422		101000
76258											
11	05/27/26	shirt for braun	66.99			1000		421000	422		101000
76398											
12	04/30/26	badges - investigations	400.00			1000		421000	422		101000
75896											
Total for Vendor:			3,056.79								

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132631	C	36 BERT'S TRUCK EQUIPMENT	12,510.00						
1	06/09/26	#5308 SNOWPLOW	12,510.00			1000 430002	610		101000
108564									
		Total for Vendor:	12,510.00						
132501	C	1127 BIERSEBACH EQUIPMENT & SUPPLY	365.00						
1	05/28/26	ELECTRONIC SMART LEVEL	365.00			1000 430000	432		101000
205757									
132686	C	1127 BIERSEBACH EQUIPMENT & SUPPLY	344.50						
1	06/02/26	FILTERS - ST	141.90			1000 430000	427		101000
206701									
2	06/02/26	FILTERS - WA	141.90			6020 450000	427		101000
206701									
3	06/09/26	#3500 POLY BELT	60.70			1000 430000	427		101000
207889									
		Total for Vendor:	709.50						
132596	C	3489 BOLTON & MENK, INC	3,100.00						
1	0396750	05/29/26 Imp Dist 2294	491.50			4223 480000	418		101000
0396750									
2	0396755	05/29/26 Project 9073	2,608.50			4339 480000	418		101000
0396755									
		Total for Vendor:	3,100.00						
132518	C	26 BORDER STATES INDUSTRIES INC	9.30						
1	05/28/26	#5707 TOOLS	9.30			1000 430002	610		101000
932520482									
132628	C	26 BORDER STATES INDUSTRIES INC	68.23						
1	06/02/26	#5707 TOOLS	68.23			1000 430002	610		101000
932546199									
		Total for Vendor:	77.53						

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132733	C	3512 BOUND TREE MEDICAL, LLC	2,198.25								
1	05/28/26	FD Medical Supplies	180.57			2060		415200	500		101000
86223431											
2	06/01/26	FD Medical Supplies	325.90			2060		415200	500		101000
86227049											
3	06/02/26	FD Medical Supplies	21.79			2060		415200	500		101000
86228833											
4	05/22/26	FD Medical Supplies	1,669.99			2060		415200	500		101000
86217363											
Total for Vendor:			2,198.25								
132507		73 BRAUN INTERTEC	5,721.50								
1	06/01/26	PROJ 9061	4,211.50			4188		480000	418		101000
IN1015847											
2	06/01/26	PROJ 9061	1,510.00			4188		480000	418		101000
IN1015843											
132598		73 BRAUN INTERTEC	31,138.50								
1	IN1016445	06/04/26 Project 6064	1,291.50			4256		480000	418		101000
IN1016445											
2	IN1016450	06/04/26 Imp Dist 2265	9,705.00			4793		480000	418		101000
IN1016450											
3	IN1016446	06/04/26 Imp Dist 2296	2,521.50			4191		480000	418		101000
IN1016446											
4	IN1016449	06/04/26 Imp Dist 3006	2,274.50			4003		480000	418		101000
IN1016449											
5	IN1016439	06/04/26 Imp Dist 3008	3,322.00			4224		480000	418		101000
IN1016439											
6	IN1016443	06/04/26 Imp Dist 2297	8,451.00			4192		480000	418		101000
IN1016443											
7	IN1016442	06/04/26 Project 2293	1,005.00			4187		480000	418		101000
IN1016442											
8	IN1017177	06/10/26 Project 2284	2,568.00			4133		480000	418		101000
IN1017177											
Total for Vendor:			36,860.00								

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132736	C	652 BRENCO CORPORATION	1,465.00						
1	06/04/26	FD St 76 Floor Scrub/Battery	1,465.00			2060 415200	420		101000
0187257-IN									
		Total for Vendor:	1,465.00						
132693		999999 BRETT PETERSON	300.00						
		Tree Planting Permit - 6167 Martin Ln W							
1	06/10/26	Tree - 6167 Martin Ln W	300.00			5000 422000	490		101000
		Total for Vendor:	300.00						
132509		3892 BURGGRAF'S ACE FARGO WEST #17458	27.98						
1	05/27/26	HAMMER BITS	27.98			1000 455000	420		101000
4973									
132657		3892 BURGGRAF'S ACE FARGO WEST #17458	59.98						
1	06/09/26	CAULKGUN	9.99			1000 430000	432		101000
5001									
2	06/09/26	HOSE	49.99			6020 450000	432		101000
5002									
		Total for Vendor:	87.96						
132724	C	351 BUSINESS ESSENTIALS	422.78						
1	06/05/26	PAPER TOWELS	54.42			7000 411600	410		101000
WO-1394950-1									
2	06/08/26	PAPER	368.36			7000 411600	410		101000
WO-1395194-1									
		Total for Vendor:	422.78						
132499	C	39 BUTLER MACHINERY	9,501.74						
1	05/30/26	RENTAL GRADER REPAIRS	9,501.74			1000 430000	322		101000
00W00297220									
132672	C	39 BUTLER MACHINERY	59.27						
1	06/05/26	#7200 CAP/TANK	59.27			6025 450000	427		101000
00PS0682909									

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132720	C	39 BUTLER MACHINERY	1,103.84								
1	05/28/26	#7200 BLADES	1,103.84			6025		450000	427		101000
		00PS0682448									
		Total for Vendor:	10,664.85								
132737	C	4508 CARE RESOURCE CONNECTION	3,000.00								
1	06/01/26	FD 06/01/26 thru 06/30/26 Svc.	3,000.00			2060		415200	428		101000
		7970									
		Total for Vendor:	3,000.00								
132590	E	51 CASS COUNTY ELECTRIC COOP	351.46								
1	06/04/26	Airport 04/30/26-05/31/26	351.46			7050		500000	420		101000
		428342 06/26									
132609	E	51 CASS COUNTY ELECTRIC COOP	44,157.14								
1	06/09/26	THE LIGHTS CITY METER	597.07			2310		452120	527		101000
		1168004									
2	06/09/26	THE LIGHTS PARKING RAMP	1,207.60			2310		452120	527		101000
		1168003									
3	06/09/26	THE LIGHTS STAGE & COURTYARD	1,732.47			2310		452120	527		101000
		1163206									
4	06/09/26	INERT LANDFILL	102.09			6010		450200	527		101000
		1156426									
5	06/09/26	LIFT STATIONS/WATER TOWERS	23,655.91			6025		450000	527		101000
		1156426									
6	06/09/26	TRANSFER STATION	378.11			6010		450200	527		101000
		1156424									
7	06/09/26	STREET LIGHT FEED POINTS	16,483.89			1000		430002	527		101000
		1156424									
132645	E	51 CASS COUNTY ELECTRIC COOP	5,260.26								
1	06/09/26	New City Hall (WEX Building)	5,260.26			1001		415000	527		101000
		1190696 06/26									

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132739	E	51 CASS COUNTY ELECTRIC COOP	1,714.47								
1	06/04/26	FD St 75 May Utilities	1,714.47			2060		415200	527		101000
1090222-05-26											
		Total for Vendor:	51,483.33								
132741		3679 CASS COUNTY FIRE & RESCUE	25.00								
		West Fargo Fire Department									
1	06/10/26	FD 2026 Dues	25.00			2060		415200	667		101000
2026 dues											
		Total for Vendor:	25.00								
132595		1355 CASS COUNTY GOVERNMENT	3,111.80								
1	INV012891	06/02/26 RRRDC Building Project	3,111.80			4057		415000	750		101000
INV012891											
		Total for Vendor:	3,111.80								
132707	C	2909 CC STEEL LLC	37,350.00								
1	Pay App 2	06/08/26 Project 1351	37,350.00			4221		480000	670		101000
Pay App 2											
		Total for Vendor:	37,350.00								
132567	C	1512 CDW GOVERNMENT, INC	1,245.92								
1	06/04/26	june 2026 call cabinet	1,245.92			1000		421000	497		101000
AJ6KV9W											
		Total for Vendor:	1,245.92								
132585	E	1777 CENTURY LINK	430.56								
1	05/01/26	may 2026 - police sirens	215.28			1000		421000	356		101000
2	06/01/26	june 2026 - police sirens	215.28			1000		421000	356		101000
132593	E	1777 CENTURY LINK	80.86								
1	May 26	05/07/26 WF Airport	80.86			7050		500000	356		101000
333942770	05.26										

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132594	E	1777 CENTURY LINK	80.86						
1	June 26	06/07/26 WF Airport	80.86			7050 500000	356		101000
333942770	06.26								
Total for Vendor:			592.28						
132725	C	1808 CHERRY LAKE PUBLISHING	22.45						
1	06/10/26	BOOKS	22.45			7000 411600	662		101000
295141									
Total for Vendor:			22.45						
132714	C	5577 CHRIS WEHRI	120.00						
1	06/30/26	P&Z Meetings Jan-June 2026	120.00			1000 418000	111		101000
Total for Vendor:			120.00						
132512		111 CITY OF FARGO	560.00						
1	05/27/26	WATER TESTING	560.00			6020 450000	335		101000
502022									
132515		111 CITY OF FARGO	60,014.34						
1	05/27/26	LANDFILL FEES	30,880.98			6010 450200	355		101000
502021									
2	05/20/26	LANDFILL FEES	29,133.36			6010 450200	355		101000
501705									
Total for Vendor:			60,574.34						
132607		2880 CITY OF FARGO	849,710.96						
1	06/08/26	1 32ND AVE S (WATER)	184,216.50			6020 450000	345		101000
600014321									
2	06/08/26	1 MAIN AVE (WATER)	172,424.20			6020 450000	345		101000
600021281									
3	06/08/26	1 GSR (WATER)	153,182.40			6020 450000	345		101000
992003406									
4	06/08/26	5635 14TH AVE N (WATER)	29.60			6020 450000	345		101000
600021501									
5	06/08/26	2220 57TH ST N (SEWER)	339,858.26			6025 450000	347		101000
600024641									
Total for Vendor:			849,710.96						

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132649		111 CITY OF FARGO	33,380.31								
1	06/03/26	LANDFILL FEES	33,380.31			6010		450200	355		101000
502591											
		Total for Vendor:	33,380.31								
132554	E	229 CONSOLIDATED COMMUNICATIONS	175.00								
1	06/01/26	june 26 ICAC	175.00			1000		421000	497		101000
132571	E	229 CONSOLIDATED COMMUNICATIONS	2,078.97								
1	May 2026	05/01/26 701-433-5400/0 Phones	510.99			1000		414104	497		101000
May 2026											
2	May 2026	05/01/26 701-150-1128/0 Phones	1,567.98			1000		414104	497		101000
May 2026											
132572	E	229 CONSOLIDATED COMMUNICATIONS	1,292.55								
1	June 2026	06/01/26 701-433-5400/0 Phones	510.99			1000		414104	497		101000
June 2026											
2	June 2026	06/01/26 701-150-1128/0 Phones	781.56			1000		414104	497		101000
June 2026											
		Total for Vendor:	3,546.52								
132513		3245 CORE & MAIN	1,510.15								
1	06/01/26	CAP/GASKET/WEDGE RESTRAINT	591.16			6020		450000	438		101000
23269											
2	06/03/26	CURB BOX LIDS/CPLG/TOP/ADAPT	918.99			6020		450000	438		101000
23793											
132682		3245 CORE & MAIN	225.23								
1	06/02/26	BLIND FLG DI	225.23			6020		450000	438		101000
42946											
		Total for Vendor:	1,735.38								
132477	118593S	4414 CORWIN SUBARU	36,000.00								
1	05/29/26	#1236 2023 Ford Explorer - PD	36,000.00			2531		421000	610		101000
Deal #7737											
		Total for Vendor:	36,000.00								

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132647		4457 CWD CASH-WA DISTRIBUTING	380.12								
1	06/11/26	COPs ice cream	380.12			2529		421000	375	12	101000
4611652											
Total for Vendor:			380.12								
132721	C	1675 DAKOTA FLUID POWER, INC	474.95								
1	06/04/26	VEDHD SAE	474.95			6020		450000	427		101000
7471960											
Total for Vendor:			474.95								
132520	C	624 DAKOTA SUPPLY GROUP	5,254.93								
1	05/26/26	#5707 TOOLS	711.85			1000		430002	610		101000
S105668258.001											
2	05/21/26	#5707 TOOLS	351.14			1000		430002	610		101000
S105668231.001											
3	05/21/26	#5707 TOOLS	607.89			1000		430002	610		101000
S105668084.001											
4	05/21/26	#5707 TOOLS	948.81			1000		430002	610		101000
S105667635.001											
5	05/26/26	#5707 TOOLS	899.24			1000		430002	610		101000
S105667551.001											
6	06/01/26	#5707 TOOLS	865.61			1000		430002	610		101000
S105661710.001											
7	05/26/26	LIGHT MODULE	69.64			6025		450000	825		101000
S105695567.001											
8	05/28/26	#5706 TOOLS	800.75			1000		430002	610		101000
S105716798.001											
132661	C	624 DAKOTA SUPPLY GROUP	2,880.00								
1	06/01/26	LIGHTING HEADS	2,880.00			1000		430002	391		101000
S105723981.002											
132674	C	624 DAKOTA SUPPLY GROUP	1,298.21								
1	06/04/26	#5707 TOOLS	292.70			1000		430002	610		101000
S105736945.001											
2	06/03/26	#5707 TOOLS	11.97			1000		430002	610		101000
S105661710.002											

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3	06/08/26	#5707 TOOLS	993.54			1000 430002	610		101000
		S105709243.001							
		Total for Vendor:	9,433.14						
132702		90 DAKOTA UNDERGROUND	352,660.61						
1	Pay App 1	06/02/26 Project 3008	352,660.61			4224 480000	670		101000
		Pay App 1							
		Total for Vendor:	352,660.61						
132746		3567 DAN FULLER	161.00						
1	06/06/26	D Fuller Per Diem FORCE Confer	161.00			2060 415200	340		101000
		2026 Training							
		Total for Vendor:	161.00						
132708		2813 DAVID GUST	120.00						
1	06/30/26	P&Z Meetings Jan-June 2026	120.00			1000 418000	111		101000
		Total for Vendor:	120.00						
132752		C 5566 DEERE & COMPANY	40,950.34						
1	05/26/26	3X 2026 Z930M ZERO TURN MOWERS	40,950.34			1000 430001	870		101000
		117925549							
		Total for Vendor:	40,950.34						
132641		C 2948 DELTA 54 AVIATION LLC	4,229.00						
1	June 2026	06/09/26 Airport Management Fees	3,914.00			7050 500000	428		101000
		June 2026							
2	June 2026	06/09/26 Weed control chemical	315.00			7050 500000	420		101000
		June 2026							
		Total for Vendor:	4,229.00						
132726		77 DEMCO INC	85.22						
1	05/29/26	DAILY RECORD CHECKING CARDS	16.57			7000 411600	410		101000
		7814491							
2	05/29/26	COLOR-CODED PAPER TAPE	68.65			7000 411600	410		101000
		7814491							
		Total for Vendor:	85.22						

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132744 1 47200		5643 DMI CAR & TRUCK WASH SYSTEMS 05/28/26 FD Car/Truck Wash Brush	745.29 745.29			2060 415200	420		101000
		Total for Vendor:	745.29						
132487 1 210-00311353	C	2225 DTN, LLC 06/01/26 WEATHER SENTRY	528.08 528.08			1000 450000	497		101000
		Total for Vendor:	528.08						
132644 1 EI02081371	C	1502 EIDE BAILLY LLP Professional services related to 2025 audit 06/09/26 2025 Audit	52,500.00 52,500.00			1000 415000	418		101000
		Total for Vendor:	52,500.00						
132696 1		999999 ELAINE DOERFLER Tree Planting Permit - 2624 8th St W 06/10/26 Tree - 2624 8th St W	190.00 190.00			5000 422000	490		101000
		Total for Vendor:	190.00						
132613 1 INV-US-82019	C	2089 ENVISIONWARE, INC 9/26-8/27 06/01/26 ANNUAL MAINTENANCE/SUBSCRIP	827.02 827.02			7000 411600	497		101000
		Total for Vendor:	827.02						
132578 1		3731 ERIC SORENSON 06/08/26 clothing reimb	93.69 93.69			1000 421000	422		101000
		Total for Vendor:	93.69						
132684 1 211040 2 211731 3 211371	C	1851 F/S MANUFACTURING 05/27/26 #3064 SPRAY BOOM 06/10/26 #370 BALL VALVE 06/03/26 #3049 NOZZLE/VALVE	1,276.21 635.00 77.42 284.08			1000 430001 1000 430000 1000 430000	641 427 427		101000 101000 101000

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4 211567	06/08/26	#396 TRANSFER PUMP	275.90			1000		430000	427		101000
5 211593	06/08/26	#396 BUSHINGS	3.81			1000		430000	427		101000
Total for Vendor:			1,276.21								
132633 1 37-1313634	06/08/26	3344 FACTORY MOTOR PARTS #1190 COIL	54.68 54.68			1000		421000	427		101000
Total for Vendor:			54.68								
132669 1 X101214619:01	06/04/26	C 660 FARGO FREIGHTLINER #4200 BUSHINGS	2,088.07 167.16			6010		450200	427		101000
2 X101214619:02	06/04/26	#4200 SPRING/BRACKET	414.85			6010		450200	427		101000
3 X101214222:01	06/01/26	#407 TANK/STRAP	1,503.37			6010		450200	427		101000
4 X101213861:01	05/27/26	#4200 CONNECTORS	2.69			6010		450200	427		101000
Total for Vendor:			2,088.07								
132735 1 33707	05/21/26	979 FARGO LINE-X #3105 HD RACK/TONNEAU COVER	305.00 305.00			1000		430000	610		101000
132743 1 33611	05/04/26	979 FARGO LINE-X #5706 LINERS/COVERS	395.00 395.00			1000		430002	610		101000
Total for Vendor:			700.00								
132722 1 26-05	05/22/26	4367 FARGO PUBLIC LIBRARY 1B1C DONATION	1,000.00 1,000.00			7000		411600	649		101000
Total for Vendor:			1,000.00								

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132553		151 FEDERAL EXPRESS	29.53						
1	06/03/26	2 pkg ND lab	29.53			1000 421000	661		101000
9-323-23899									
132583		151 FEDERAL EXPRESS	12.27						
1	06/10/26	ND lab pkg	12.27			1000 421000	661		101000
9-333-80583									
Total for Vendor:			41.80						
132494		5202 FLATLAND MASONRY, INC.	2,300.00						
1	05/29/26	BRICK PLANTER REPAIR	1,345.00			1000 430001	322		101000
913939									
2	05/29/26	BRICK PLANTER REPAIR	955.00			2960 411900	416		101000
913939									
Total for Vendor:			2,300.00						
132679	C	5588 FLEET CHARGE	615.35						
1	05/27/26	#3005 TUBE HOSE ASSY	270.54			1000 430000	427		101000
X202264209:02									
2	05/27/26	#3005 TUBE HOSE ASSY	275.88			1000 430000	427		101000
X202264209:03									
3	05/27/26	#3005 TUBE HOSE ASSY	68.93			1000 430000	427		101000
X202264209:01									
Total for Vendor:			615.35						
132528		2499 FM CONVENTION & VISITORS BUREAU	25,013.05						
April 2026 Lodging									
1	Apr 2026	04/30/26 Lodging Tax 2%	25,013.05			2141 411500	533		101000
Apr 2026 2									
132529		2499 FM CONVENTION & VISITORS BUREAU	12,506.53						
April 2026 Lodging									
2	Apr 2026	04/30/26 Lodging Tax 1%	12,506.53			2141 411500	653		101000
Apr 2026 1									
Total for Vendor:			37,519.58						

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132502		2637 FORCE AMERICA INC	20.00						
1	05/29/26	DATA PLAN	20.00			1000 430000	497		101000
IN200-2013410									
Total for Vendor:			20.00						
132550	C	4321 GO PROMO LLC	7,200.00						
1	06/04/26	COPs swag	6,300.00			1000 421000	375		101000
60283									
2	06/04/26	N2U	900.00			2500 421000	945		101000
60283									
Total for Vendor:			7,200.00						
132750	C	3534 GRAND FORKS FIRE EQUIPMENT LLC	9,460.37						
2026		Budget Item-15 pair Gear Boots							
1	06/04/26	FD 15 pair gear boots	9,460.37			2060 415200	641		101000
46654									
Total for Vendor:			9,460.37						
132705		2737 GREEN EARTH LANDSCAPING	52,000.00						
1	06/09/26	Project 9075 - Tree Planting	52,000.00			4428 480000	670		101000
Total for Vendor:			52,000.00						
132555	C	5722 GUARDIAN ALLIANCE TECHNOLOGIES,	220.00						
1	05/31/26	may 26 - screening reports	220.00			1000 421000	399		101000
34882									
Total for Vendor:			220.00						
132660	C	135 HAWKINS INC	2,119.50						
1	05/27/26	AQUAHAWK	2,119.50			6025 450000	423		101000
7438351									
Total for Vendor:			2,119.50						
132514	C	180 HAZER'S AUTO WRECKING	1,332.00						
1	05/28/26	APPLIANCE DISPOSAL	1,332.00			6010 450200	357		101000
4364									
Total for Vendor:			1,332.00						

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132566	C	1310 HERO SCHEDULE LLC	285.00						
1	06/01/26	june 2026 - active users	285.00			1000 421000	497		101000
		INV-41522							
132753	C	1310 HERO SCHEDULE LLC	159.00						
1	06/01/26	FD June Scheduler	159.00			2060 415200	497		101000
		41521							
		Total for Vendor:	444.00						
132584		4435 IALEIA	50.00						
	08/08/2026 to 08/08/2027								
1	06/10/26	membership for gomez	50.00			1000 421000	667		101000
		43530							
		Total for Vendor:	50.00						
132699	C	2942 ICS, INC.	198,405.00						
1	Pay App 5	05/29/26 Project 1351	198,405.00			4221 480000	670		101000
		Pay App 5							
		Total for Vendor:	198,405.00						
132533	C	687 INFORMATION TECHNOLOGY DEPT	2,165.00						
1	05/31/26	May 2026 WAN/Fiber/VPN	2,165.00			1000 414104	497		101000
		DP052026.849.3							
		Total for Vendor:	2,165.00						
132648	C	4592 INGRAM LIBRARY SERVICES	4,529.15						
1	05/19/26	B00KS	20.31			7000 411600	662		101000
		96690216							
2	05/19/26	B00KS	15.67			7000 411600	662		101000
		96690217							
3	05/19/26	B00KS	13.11			7000 411600	662		101000
		96690218							
4	05/19/26	B00KS	13.01			7000 411600	662		101000
		96690219							
5	05/19/26	B00KS	93.88			7000 411600	662		101000
		96690220							

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6	05/19/26	BOOKS	19.29			7000		411600	662		101000
96690221											
7	05/19/26	BOOKS	23.26			7000		411600	662		101000
96690222											
8	05/19/26	BOOKS	25.24			7000		411600	662		101000
96690223											
9	05/19/26	BOOKS	28.83			7000		411600	662		101000
96690224											
10	05/19/26	BOOKS	8.16			7000		411600	662		101000
96690225											
11	05/19/26	BOOKS	22.21			7000		411600	662		101000
96690226											
12	05/19/26	BOOKS	51.88			7000		411600	662		101000
96690227											
13	05/19/26	BOOKS	88.82			7000		411600	662		101000
96690228											
14	05/19/26	BOOKS	10.94			7000		411600	662		101000
96690229											
15	05/19/26	BOOKS	26.45			7000		411600	662		101000
96690230											
16	05/19/26	BOOKS	15.13			7000		411600	662		101000
96690231											
17	05/19/26	BOOKS	130.23			7000		411600	662		101000
96690232											
18	05/19/26	BOOKS	19.56			7000		411600	662		101000
96690233											
19	05/19/26	BOOKS	55.95			7000		411600	662		101000
96690234											
20	05/19/26	BOOKS	27.82			7000		411600	662		101000
96690235											
21	05/19/26	BOOKS	102.67			7000		411600	662		101000
96690234											
22	05/19/26	BOOKS	23.79			7000		411600	662		101000
96690237											
23	05/19/26	BOOKS	46.45			7000		411600	662		101000
96690238											
24	05/21/26	BOOKS	39.37			7000		411600	662		101000
96750421											

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25	05/21/26	BOOKS	39.33			7000		411600	662		101000
96750422											
26	05/21/26	BOOKS	18.20			7000		411600	662		101000
96750423											
27	05/21/26	BOOKS	21.03			7000		411600	662		101000
96750424											
28	05/21/26	BOOKS	42.79			7000		411600	662		101000
96750425											
29	05/21/26	BOOKS	28.78			7000		411600	662		101000
96750426											
30	05/22/26	BOOKS	36.02			7000		411600	662		101000
96779232											
31	05/22/26	BOOKS	27.59			7000		411600	662		101000
96779233											
32	05/22/26	BOOKS	62.51			7000		411600	662		101000
96779234											
33	05/22/26	BOOKS	22.12			7000		411600	662		101000
96779235											
34	05/22/26	BOOKS	28.34			7000		411600	662		101000
96779236											
35	05/22/26	BOOKS	28.73			7000		411600	662		101000
96779237											
36	05/22/26	BOOKS	50.07			7000		411600	662		101000
96779238											
37	05/22/26	BOOKS	12.21			7000		411600	662		101000
96779239											
38	05/22/26	BOOKS	83.62			7000		411600	662		101000
96779240											
39	05/26/26	BOOKS	13.91			7000		411600	662		101000
96815047											
40	05/26/26	BOOKS	14.50			7000		411600	662		101000
96815048											
41	05/26/26	BOOKS	11.80			7000		411600	662		101000
96815049											
42	05/26/26	BOOKS	62.78			7000		411600	662		101000
96815050											
43	05/26/26	BOOKS	125.12			7000		411600	662		101000
96815051											

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44	05/26/26	BOOKS	48.07			7000		411600	662		101000
96815052											
45	05/26/26	BOOKS	189.77			7000		411600	662		101000
96815053											
46	05/26/26	BOOKS	12.37			7000		411600	662		101000
96815054											
47	05/26/26	BOOKS	18.72			7000		411600	662		101000
96815055											
48	05/27/26	BOOKS	81.83			7000		411600	662		101000
96870586											
49	05/27/26	BOOKS	118.55			7000		411600	662		101000
96870587											
50	05/27/26	BOOKS	62.94			7000		411600	662		101000
96870588											
51	05/28/26	BOOKS	14.10			7000		411600	662		101000
96886965											
52	05/28/26	BOOKS	60.92			7000		411600	662		101000
96886966											
53	05/28/26	BOOKS	12.68			7000		411600	662		101000
96886967											
54	05/28/26	BOOKS	21.78			7000		411600	662		101000
96886968											
55	05/28/26	BOOKS	177.26			7000		411600	662		101000
96886969											
56	05/28/26	BOOKS	251.13			7000		411600	662		101000
96886970											
57	05/28/26	BOOKS	75.54			7000		411600	662		101000
96886971											
58	05/29/26	BOOKS	17.42			7000		411600	662		101000
96919218											
59	05/29/26	BOOKS	30.59			7000		411600	662		101000
96919219											
60	05/29/26	BOOKS	30.73			7000		411600	662		101000
96919220											
61	05/29/26	BOOKS	17.18			7000		411600	662		101000
96919221											
62	06/03/26	BOOKS	15.07			7000		411600	662		101000
97029642											

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63	06/03/26	BOOKS	13.72			7000		411600	662		101000
97029643											
64	06/03/26	BOOKS	15.37			7000		411600	662		101000
97029644											
65	06/03/26	BOOKS	89.45			7000		411600	662		101000
97029645											
66	06/03/26	BOOKS	17.09			7000		411600	662		101000
97029646											
67	06/04/26	BOOKS	16.52			7000		411600	662		101000
97059927											
68	06/04/26	BOOKS	20.16			7000		411600	662		101000
97059928											
69	06/04/26	BOOKS	18.34			7000		411600	662		101000
97059929											
70	06/04/26	BOOKS	19.82			7000		411600	662		101000
97059930											
71	06/04/26	BOOKS	64.28			7000		411600	662		101000
97059931											
72	06/04/26	BOOKS	33.11			7000		411600	662		101000
97059932											
73	06/04/26	BOOKS	174.19			7000		411600	662		101000
97059933											
74	06/04/26	BOOKS	31.78			7000		411600	662		101000
97059934											
75	05/28/26	BOOKS	371.31			7000		411600	662		101000
96882740											
76	06/02/26	BOOKS	26.00			7000		411600	662		101000
97003237											
77	06/02/26	BOOKS	38.97			7000		411600	662		101000
97003238											
78	06/02/26	BOOKS	30.31			7000		411600	662		101000
97014358											
79	06/02/26	BOOKS	68.44			7000		411600	662		101000
97014359											
80	06/09/26	BOOKS	24.45			7000		411600	662		101000
97161879											
81	06/09/26	BOOKS	18.10			7000		411600	662		101000
97161880											

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82	06/09/26	BOOKS	17.77			7000		411600	662		101000
97161881											
83	06/09/26	BOOKS	14.38			7000		411600	662		101000
97161882											
84	06/09/26	BOOKS	14.26			7000		411600	662		101000
97161883											
85	06/09/26	BOOKS	43.28			7000		411600	662		101000
97161884											
86	06/09/26	BOOKS	27.57			7000		411600	662		101000
97161885											
87	06/09/26	BOOKS	16.42			7000		411600	662		101000
97161886											
88	06/09/26	BOOKS	54.25			7000		411600	662		101000
97161887											
89	06/09/26	BOOKS	38.05			7000		411600	662		101000
97161888											
90	06/09/26	BOOKS	7.72			7000		411600	662		101000
97161889											
91	06/10/26	BOOKS	17.20			7000		411600	662		101000
97190882											
92	06/10/26	BOOKS	16.77			7000		411600	662		101000
97190883											
93	06/10/26	BOOKS	16.94			7000		411600	662		101000
97190884											
94	06/10/26	BOOKS	14.45			7000		411600	662		101000
97190885											
95	06/10/26	BOOKS	13.64			7000		411600	662		101000
97190886											
96	06/10/26	BOOKS	15.60			7000		411600	662		101000
97190887											
97	06/10/26	BOOKS	18.80			7000		411600	662		101000
97190888											
98	06/10/26	BOOKS	44.70			7000		411600	662		101000
97190889											
99	06/10/26	BOOKS	25.87			7000		411600	662		101000
97190890											
100	06/10/26	BOOKS	13.68			7000		411600	662		101000
97190891											

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101	06/10/26	BOOKS	98.26			7000 411600	662		101000
97198537									
		Total for Vendor:	4,529.15						
132719		211 INTERSTATE ALL BATTERY CENTER	979.80						
1	06/09/26	BATTERY	1,219.80			6025 450000	825		101000
1902801046211									
2	06/09/26	CORE CREDIT	-240.00			6025 450000	825		101000
1902801046215									
		Total for Vendor:	979.80						
132706		233 J & L SPORTS	35.00						
1	35756 06/09/26	Clothing Embroidery - Eng	35.00			1000 414200	422		101000
35756									
		Total for Vendor:	35.00						
132698		1164 JDP ELECTRIC, INC	146,367.00						
1	Pay App 4 06/02/26	Project 1351	146,367.00			4221 480000	670		101000
Pay App 4									
		Total for Vendor:	146,367.00						
132538		3466 JERRY WALLACE	400.40						
		APWX Conference - Houston							
		08/29/26-09/02/26							
1	06/04/26	Travel reimb - 8/29-9/02	400.40			1000 414200	340		101000
		Total for Vendor:	400.40						
132769		C 2798 JOHNSON CONTROLS BUILDING	1,780.00						
		06-01-26 thru 06-30-26 ? (should be a year?)							
1	06/11/26	FD AHU-1&2 Sequence Modificati	1,780.00			2060 415200	428		101000
00049385304									
		Total for Vendor:	1,780.00						
132521		C 274 JOHNSON, MOTTINGER & GREENWOOD,	5,500.00						
		June 2026							
1	06/01/26	Court Appointed Attorney	5,500.00			1000 412000	310		101000
		Total for Vendor:	5,500.00						

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132709		5749 JOSEPH HAJ	120.00						
1	06/30/26	P&Z Meetings Jan-June 2026	120.00			1000 418000	111		101000
		Total for Vendor:	120.00						
132711		4967 KATHI SCHWAN	120.00						
1	06/30/26	P&Z Meetings Jan-June 2026	120.00			1000 418000	111		101000
		Total for Vendor:	120.00						
132602		2752 KOST MATERIALS, LLC	2,669.00						
1	154322 05/20/26	Project 6064	940.00			4256 480000	670		101000
154322									
2	154426 05/21/26	Project 6064	762.00			4256 480000	670		101000
154426									
3	154610 05/26/26	Project 6064	575.00			4256 480000	670		101000
154610									
4	154800 05/28/26	Project 6064	392.00			4256 480000	670		101000
154800									
		Total for Vendor:	2,669.00						
132754		4598 KUSSMAUL ELECTRONICS	338.68						
I sent		a shipping correction for our address. TMW							
1	06/03/26	FD E-76 Air Pump Repair	338.68			2060 415200	427		101000
297250									
		Total for Vendor:	338.68						
132683		2325 KUSTOM KONCEPTS	68.53						
1	06/03/26	DUMPSTER REPAIR	68.53			6010 450200	914		101000
9601									
		Total for Vendor:	68.53						
132581		2085 LANGUAGE LINE SERVICES	11.70						
1	05/31/26	may 2026 interpreter	11.70			1000 421000	418		101000
9020539061									

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132588		2085 LANGUAGE LINE SERVICES	47.80								
1	11931268	05/31/26 May Interpretation Service	47.80			1000		412000	418		101000
	11931268										
		Total for Vendor:	59.50								
132636	C	705 LAWSON PRODUCTS	4.54								
1	06/01/26	HEAT SHRINK	4.54			1000		455000	433		101000
	9313514900										
		Total for Vendor:	4.54								
132516	C	4767 LENOVO (UNITED STATES) INC.	3,159.78								
1	05/19/26	DOCK/MONITOR	367.98			6010		450200	497		101000
	N300611924										
2	05/28/26	C MOSS COMPUTER	2,791.80			6020		450000	497		101000
	N300647822										
		Total for Vendor:	3,159.78								
132634		711 LUTHER FAMILY FORD	324.91								
1	06/02/26	#1172 MODULE KIT	324.91			1000		421000	427		101000
	280449										
		Total for Vendor:	324.91								
132493	C	3304 MAC'S HARDWARE	510.12								
1	05/28/26	#5706 TOOLS	42.94			1000		430002	610		101000
	15871										
2	05/28/26	#5706 TOOLS	467.18			1000		430002	610		101000
	15870										
132653	C	3304 MAC'S HARDWARE	34.72								
1	06/03/26	#5706 TOOLS	34.72			1000		430002	610		101000
	16064										
132675	C	3304 MAC'S HARDWARE	53.94								
1	06/05/23	#5706 TOOLS	53.94			1000		430002	610		101000
	16158										
		Total for Vendor:	598.78								

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132755	C	3536 MACQUEEN	3,239.97								
1	06/08/26	FD E-75 DEF System Header	826.05			2060		415200	427		101000
2357											
2	06/10/26	FD E-71 Right Door Mirror Assy	1,209.10			2060		415200	427		101000
2603											
3	06/11/26	FD E-71 Left Door Mirror Assy.	1,204.82			2060		415200	427		101000
2831											
Total for Vendor:			3,239.97								
132565	C	4637 MAMMOTH HOLDINGS LLC	630.00								
1	05/31/26	may 2026 - car wash	630.00			1000		421000	420		101000
PS-INV106553											
Total for Vendor:			630.00								
132562	C	5416 MARCO TECHNOLOGIES LLC NW 7128	93.50								
1	06/01/26	june 2026 - pd plotter	93.50			1000		421000	428		101000
INV15310788											
132685	C	5416 MARCO TECHNOLOGIES LLC NW 7128	44.99								
1	15346102	06/10/26 Cloud fax service - June 202	44.99			1000		415000	497		101000
INV15346102											
Total for Vendor:			138.49								
132576	C	5349 MARCO TECHNOLOGIES, LLC	345.43								
1	06/06/26	june 2026 training room	68.64			1000		421000	428		101000
42191813											
2	06/06/26	june 2026 pd mailroom	276.79			1000		421000	428		101000
42191812											
132615	C	5349 MARCO TECHNOLOGIES, LLC	754.15								
1	05/28/26	LEASE FOR PRINTERS	754.15			7000		411600	428		101000
42111261											

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132659	C	5349 MARCO TECHNOLOGIES, LLC	2,420.73								
1	42191811	06/06/26 Finance	145.45			1000		414100	428		101000
42191811											
2	42191811	06/06/26 Non-Departmental	1,014.15			1000		415000	428		101000
42191811											
3	42191811	06/06/26 Planning / Inspections	129.10			1000		418000	428		101000
42191811											
4	42191811	06/06/26 HR	0.00			1000		414103	428		101000
42191811											
5	42191811	06/06/26 Court	271.28			1000		412000	428		101000
42191811											
6	42191811	06/06/26 Police	72.68			1000		421000	428		101000
42191811											
7	42191811	06/06/26 PW Water	203.02			6020		450000	428		101000
42191811											
8	42191811	06/06/26 PW Sanitation	178.87			6010		450200	428		101000
42191811											
9	42191811	06/06/26 Fire	74.67			2060		415200	428		101000
42191811											
10	42191811	06/06/26 IT	129.10			1000		414104	428		101000
42191811											
11	42191811	06/06/26 Fleet & Facilities	35.82			1000		455000	428		101000
42191811											
12	42191811	06/06/26 Admin	166.59			1000		414000	428		101000
42191811											
132768	C	5349 MARCO TECHNOLOGIES, LLC	123.61								
1	06/12/26	FD June monthly charge	123.61			2060		415200	428		101000
42246549											
Total for Vendor:			3,643.92								
132713		5478 MATT KOPP	150.00								
1	06/30/26	P&Z Meetings Jan-June 2026	150.00			1000		418000	111		101000
Total for Vendor:			150.00								

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132642		3119 MATT RETKA	50.00								
1	06/09/26	June WF Airport Secretary	50.00			7050		500000	120		101000
		Total for Vendor:	50.00								
132534		308 MATTHEW BENDER & CO., INC	77.81								
08/26-07/27											
1	49237047	05/11/26 ND Advance Code Service	77.81			1000		412000	410		101000
49237047											
		Total for Vendor:	77.81								
132756		C 299 MENARDS (FIRE)	294.26								
1	06/01/26	FD Training Grnds bolts	139.01			2060		415200	340		101000
81710											
2	06/02/26	FD Eq Svcs. spray bottle	29.52			2060		415200	500		101000
81809											
3	06/04/26	FD St 76 Paint Tr Rooms	105.75			2060		415200	494		101000
81951											
4	06/12/26	FD Hydrant Edging	19.98			2060		415200	494		101000
82498											
		Total for Vendor:	294.26								
132568		C 5206 MENARDS (POLICE)	138.90								
PO 200334 & PO 200333											
1	06/03/26	PIT tools	99.98			1000		421000	427		101000
81867											
2	05/29/26	PIT tools	38.92			1000		421000	427		101000
81573											
		Total for Vendor:	138.90								
132486		C 4622 MENARDS (PUBLIC WORKS)	724.23								
1	05/22/26	#5706 TOOLS	175.51			1000		430002	610		101000
81104											
2	06/02/26	TOP SOIL	44.55			1000		430001	358		101000
81787											
3	06/02/26	BRASS PLUGS	17.82			6020		450000	438		101000
81775											

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4 81421	05/27/26 CH SPRINKLER REPAIR		103.53			1000 455000	420		101000
5 80905	05/19/26 ADAPTOR/PIPES		36.96			6020 450000	438		101000
6 81593	05/29/26 #2025 TOOLS		241.92			6020 450000	610		101000
7 81746	06/01/26 BRASS PLUGS		15.57			6020 450000	433		101000
8 81343	05/26/26 GARDEN STAPLES		48.99			1000 430001	358		101000
9 81401	05/27/26 TIMER		27.99			2210 428000	358		101000
10 81496	05/28/26 DUMPSTER REPAIR		11.39			6010 450200	914		101000
132658	C 4622 MENARDS (PUBLIC WORKS)		1,322.84						
1 82003	06/05/26 COUPLER		3.99			6010 450200	433		101000
2 81960	06/04/26 SAWHORSES		59.96			6010 450200	420		101000
3 81477	05/28/26 QUICKHAND /W&G		58.96			1000 455000	420		101000
4 81516	05/28/26 RAGS/HOOK/BATTERIES		239.09			1000 455000	432		101000
5 81968	06/04/26 FANS		359.98			1000 430000	722		101000
6 82171	06/08/26 HARDWARE/STRUTS		248.49			6025 450000	825		101000
7 81940	06/04/26 SHOVEL/RATCHET		57.97			6020 450000	432		101000
8 82166	06/08/26 CONCRETE MIX		294.40			6020 450000	394		101000
Total for Vendor:			2,047.07						

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132488 1 26004	C 06/01/26	5741 MH LOGISTICS CORP CONNECTION CLAMPING HARDWARE	987.73 987.73			6025 450000	439		101000
132639 1 260019	C 06/04/26	5741 MH LOGISTICS CORP RUBBER TOOTHED PAD	127.56 127.56			6025 450000	439		101000
Total for Vendor:			1,115.29						
132561 1 22121930115425	E 05/23/26	2766 MIDCONTINENT COMMUNICATIONS may 2026 intox line	54.23 54.23			1000 421000	497		101000
Total for Vendor:			54.23						
132610 1 207001319-1	C 06/10/26	102 MIDSTATES WIRELESS #1235 installs & equipment	7,662.85 7,662.85			1000 421000	610		101000
Total for Vendor:			7,662.85						
132646 1 508919800 2 508947357 3 508947359 4 508983766 5 508983767 6 508983768 7 508983769 8 508983770	C 05/27/26 06/02/26 06/02/26 06/09/26 06/09/26 06/09/26 06/09/26 06/09/26 06/09/26 06/09/26	1854 MIDWEST TAPE DVD DVD DVD DVD DVD DVD DVD DVD DVD DVD	628.84 75.71 33.01 30.72 27.72 65.32 20.22 225.48 31.51			7000 411600	664		101000
						7000 411600	664		101000
						7000 411600	664		101000
						7000 411600	664		101000
						7000 411600	664		101000
						7000 411600	664		101000
						7000 411600	664		101000
						7000 411600	664		101000
						7000 411600	664		101000
						7000 411600	664		101000
						7000 411600	664		101000

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9	06/09/26	DVD	20.22			7000		411600	664		101000
508983771											
10	06/09/26	DVD	31.51			7000		411600	664		101000
508983772											
11	06/09/26	DVD	67.42			7000		411600	664		101000
508983773											
Total for Vendor:			628.84								
132712		3998 MIKE THORSTAD	120.00								
1	06/30/26	P&Z Meetings Jan-June 2026	120.00			1000		418000	111		101000
Total for Vendor:			120.00								
132506	C	305 MOORE ENGINEERING INC	504.50								
1	05/26/26	2025 WATER QUALITY REPORT	504.50			6020		450000	418		101000
SIN009469											
132539	C	305 MOORE ENGINEERING INC	4,829.33								
1	SIN009582	05/28/26 Lot Staking	4,829.33			1000		418000	520		101000
SIN009582											
132540	C	305 MOORE ENGINEERING INC	260,166.10								
1	SIN009470	05/26/26 CWF Eng Task Order No. 2	124.50			1000		414200	418		101000
SIN009470											
2	SIN009471	05/26/26 Imp Dist 1339	459.50			4088		480000	418		101000
SIN009471											
3	SIN009482	05/26/26 Imp Dist 1348	3,363.63			4444		480000	418		101000
SIN009482											
4	SIN009475	05/26/26 Project 9061	510.00			4188		480000	418		101000
SIN009475											
5	SIN009475	05/26/26 Project 9072	342.50			4257		480000	418		101000
SIN009475											
6	SIN009475	05/26/26 City Record Requests	48.00			1000		414200	418		101000
SIN009475											
7	SIN009596	05/28/26 Project 1351	12,960.47			4221		480000	418		101000
SIN009596											
8	SIN009636	05/29/26 Project 1352	9,525.00			4222		480000	418		101000
SIN009636											

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9	SIN009595	05/28/26 Imp Dist 1356	3,112.50			4197		480000	418		101000
SIN009595											
10	SIN009621	05/29/26 Imp Dist 1358	18,914.00			4259		480000	418		101000
SIN009621											
11	SIN009641	05/29/26 Imp Dist 2288	15,098.50			4437		480000	418		101000
SIN009641											
12	SIN009635	05/29/26 Imp Dist 2296	19,654.47			4191		480000	418		101000
SIN009635											
13	SIN009634	05/29/26 Imp Dist 2297	38,290.78			4192		480000	418		101000
SIN009634											
14	SIN009484	05/27/26 Imp Dist 3006	25,709.76			4003		480000	418		101000
SIN009484											
15	SIN009644	05/29/26 Imp Dist 3008	35,609.31			4224		480000	418		101000
SIN009644											
16	SIN009638	05/29/26 Imp Dist 3009	13,454.60			4225		480000	418		101000
SIN009638											
17	SIN009584	05/28/26 Imp Dist 3010	23,246.33			4435		480000	418		101000
SIN009584											
18	SIN009643	05/29/26 Project 9021	10,869.00			2970		480000	418		101000
SIN009643											
19	SIN009637	05/29/26 Project 9063	28,873.25			4227		480000	418		101000
SIN009637											
Total for Vendor:			265,499.93								
132691	999999	MOOREA STAIGER	300.00								
		Tree Planting Permit - 6171 Martin Ln W									
1	06/10/26	Tree - 6171 Martin Ln W	300.00			5000		422000	490		101000
Total for Vendor:			300.00								
132715	5682	MORGAN FORNESS	150.00								
1	06/30/26	P&Z Meetings Jan-June 2026	150.00			1000		418000	111		101000
Total for Vendor:			150.00								
132717	1014	MOTION INDUSTRIES, INC	2,167.02								
1	06/09/26	BEARINGS STOCK	2,167.02			6010		450200	427		101000
ND31-00562895											
Total for Vendor:			2,167.02								

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132498	C	688 MOTOROLA SOLUTIONS, INC	856.30						
1	05/20/26	RADIO CHARGERS	428.15			1000 430001	641		101000
1187174420									
2	05/20/26	RADIO CHARGERS	428.15			1000 430000	641		101000
1187174420									
Total for Vendor:			856.30						
132552		628 MTW TOWING	195.00						
1	06/01/26	tow to pd	105.00			1000 421000	660		101000
26-27576									
2	06/03/26	tow to pd	90.00			1000 421000	660		101000
26-27592									
Total for Vendor:			195.00						
132697		1379 MUNICIPAL JUDGES ASSOCIATION	75.00						
1	06/01/26	2026 Dues	75.00			1000 412000	667		101000
Total for Vendor:			75.00						
132666	C	298 MVTL LABORATORIES	214.25						
1	06/04/26	WATER TESTING	214.25			6025 450000	335		101000
1360787									
Total for Vendor:			214.25						
132694		999999 NATHAN POTTER	300.00						
Tree Planting Permit - 5506 Lori Lane W									
1	06/10/26	Tree - 5506 Lori Lane W	300.00			5000 422000	490		101000
Total for Vendor:			300.00						
132695		999999 NATHANIEL NEECE	300.00						
Tree Planting Permit - 5460 11th St W									
1	06/10/26	Tree - 5460 11th St W	300.00			5000 422000	490		101000
Total for Vendor:			300.00						

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132526		895 ND INSURANCE RESERVE FUND	16,946.85						
1	06/01/26	Reimb overpayment	16,946.85			6025 322150			101000
		Claim #25061851							
		Total for Vendor:	16,946.85						
132734		333 ND MOTOR VEHICLE DEPT.	11.50						
1	06/12/26	#1236 title, reg, plates	11.50			1000 421000	610		101000
		Total for Vendor:	11.50						
132589	C	571 ND WORKFORCE SAFETY & INSURANCE	20.80						
1	7LLSGZUDQG	05/16/26 FD	20.80			2060 415200	240		101000
		7LLSGZUDQG							
		Total for Vendor:	20.80						
132732		5750 NELSON FORD OF GRAND FORKS	57,750.00						
		2026 finance amendment							
1	06/06/26	#1237 F250 tk REG	57,750.00			1000 421000	610		101000
		Total for Vendor:	57,750.00						
132527	C	2261 NETWORK CENTER INCORPORATED	117.50						
1	INV251384	05/31/26 Fix 365 profile issue	117.50			1000 414104	497		101000
		INV251384							
		Total for Vendor:	117.50						
132504		3384 NIPPON SANSO MATHESON INC	59.61						
1	05/21/26	CYLINDER RENTAL	59.61			6020 450000	433		101000
		0033336054							
		Total for Vendor:	59.61						
132747	C	5240 NORTHERN ENGINE & SUPPLY	60.48						
1	05/29/26	#407 HOSE/FITTING	60.48			6010 450200	427		101000
		276822							
		Total for Vendor:	60.48						

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132700		348 NORTHERN IMPROVEMENT CO	215,780.90						
1	Pay App 1	06/01/26 Project 2296	215,780.90			4191 480000	670		101000
	Pay App 1								
132701		348 NORTHERN IMPROVEMENT CO	318,023.10						
1	Pay App 1	06/01/26 Project 2297	318,023.10			4192 480000	670		101000
	Pay App 1								
		Total for Vendor:	533,804.00						
132677	C	1715 NORTHWEST TIRE INC	29.03						
1	06/08/26	TUBE	29.03			1000 430001	427		101000
	24056794								
132740	C	1715 NORTHWEST TIRE INC	798.28						
1	05/28/26	#388 TIRES	798.28			1000 430000	427		101000
	24056585								
132751	C	1715 NORTHWEST TIRE INC	122.00						
1	05/28/26	#5601 TIRE SENSOR	122.00			6025 450000	427		101000
	26064010								
		Total for Vendor:	949.31						
132548	C	5440 NORTHWEST TIRE INC. (PD)	1,591.72						
1	06/01/26	PIT vehicle - tires	549.21			1000 421000	427		101000
	26064057								
2	05/28/26	#166 tires	1,042.51			1000 421000	427		101000
	26064022								
		Total for Vendor:	1,591.72						
132524	C	5603 NUWAVE COMMUNICATIONS INC	2,090.24						
1	157769 05/01/26	MS Teams phone plan - May 26	2,090.24			1000 414104	497		101000
	157769								

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132525	C	5603 NUWAVE COMMUNICATIONS INC	2,104.31								
1	160715	06/01/26 MS Teams phone plan - June 26	2,104.31			1000		414104	497		101000
160715											
		Total for Vendor:	4,194.55								
132757		1774 O'REILLY AUTOMOTIVE STORES, INC	54.98								
1	05/07/26	FD Tool Rental	54.98			2060		415200	432		101000
1932-173622											
		Total for Vendor:	54.98								
132623		4744 O'REILLY AUTOMOTIVE STORES, INC	3,872.64								
2	06/04/26	BATTERY	207.07			6025		450000	825		101000
1932184239											
3	06/04/26	CORE RETURN	-22.00			6010		450200	427		101000
1932184284											
4	06/02/26	CORE RETURNS	-106.00			1000		455000	427		101000
1932183267											
5	05/28/26	#407 AC WASH KIT	2.24			6010		450200	427		101000
6682205457											
6	05/27/26	TOGGLE SWITCH	28.62			1000		430002	610		101000
1932181124											
7	06/04/26	#601 FLASHER	18.03			2210		428000	427		101000
1932184041											
8	06/03/26	#1193 CV SHIFT	166.23			1000		421000	427		101000
1932183772											
9	06/03/26	#1193 CAM BOLT KIT	34.26			1000		421000	427		101000
1932183820											
10	06/09/26	BRAKE CLEAN	48.78			1000		455000	433		101000
1932186000											
11	06/10/26	#8501 BATTERY	116.99			1000		415000	427		101000
1932186375											
12	06/10/26	#1213 PURGE VALVE	64.19			1000		421000	427		101000
1932186595											
13	06/04/26	16 OZ PROTCT	19.98			6010		450200	433		101000
1932184044											
14	06/04/26	STOCK BATTERIES - LIFT STATION	1,964.86			6025		450000	825		101000
1932184335											

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15	06/04/26	STOCK BATTERIES - STORMSW	1,964.86			6025 450000	826		101000
1932184335									
16	06/10/26	#1213 PURGE VALVE	64.19			1000 421000	427		101000
1932186595									
17	06/04/26	#2021 WIPER BLADES	66.48			6020 450000	427		101000
6022252450									
18	06/09/26	CORE RETURNS - LIFT STATION	-176.00			6025 450000	825		101000
1932185993									
19	06/09/26	CORE RETURNS - STORMSW	-176.00			6025 450000	826		101000
1932185993									
20	06/09/26	CORE RETURNS - LIFT STATION	-207.07			6025 450000	825		101000
1932185990									
21	06/09/26	CORE RETURNS - STORMSW	-207.07			6025 450000	826		101000
1932185990									
Total for Vendor:			3,872.64						
132603	C	353 OHNSTAD TWICHELL	54,415.30						
May invoices									
1	05/29/26	Sheyenne Riverside 1st Add	86.00			1000 418000	312		101000
217398									
2	05/29/26	Offices at the Preserve	86.00			1000 418000	312		101000
217399									
3	05/29/26	Pilot Incentive - Ellery Milan	86.00			1000 418000	312		101000
217400									
4	05/29/26	Firearms Ordinance Amendment	1,208.00			1000 415000	312		101000
217401									
5	05/29/26	Open Records Requests	387.00			1000 415000	312		101000
217418									
6	05/29/26	General	4,982.00			1000 415000	312		101000
217415									
7	05/29/26	Nuisances - Authorized Persons	232.00			1000 415000	312		101000
217402									
8	05/29/26	Nuisance Abatement	2,666.00			1000 415000	312		101000
217403									
9	05/29/26	Sandhills 9th Addition	2,803.00			1000 418000	312		101000
217404									
10	05/29/26	Tobacco Ordinance Amendment	662.00			1000 415000	312		101000
217405									

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11 217406	05/29/26	Grant 2nd Addition	2,951.00			1000		418000	312		101000
12 217407	05/29/26	Zoning Amend - Inert Landfills	877.00			1000		418000	312		101000
13 217408	05/29/26	Imp Dist 1358	86.00			4259		480000	312		101000
14 217409	05/29/26	Project 2304	86.00			4254		480000	312		101000
15 217410	05/29/26	Project 2299	86.00			4255		480000	312		101000
16 217411	05/29/26	Project 6064	86.00			4256		480000	312		101000
17 217412	05/29/26	Project 2300	1,763.00			4253		480000	312		101000
20 217413	05/29/26	ARD Properties 1st Addition	86.00			1000		418000	312		101000
21 217414	05/29/26	Project 1359	731.00			4347		480000	312		101000
22 217419	05/29/26	Conditional Use Permits	86.00			1000		418000	312		101000
23 217417	05/29/26	Liquor License Applications	516.00			1000		415000	312		101000
24 217420	05/29/26	Imp Dist 3009	860.00			4225		480000	312		101000
25 217421	05/29/26	Imp Dist 3008	324.72			4224		480000	312		101000
26 217422	05/29/26	Project 2293	903.00			4187		480000	312		101000
27 217423	05/29/26	Imp Dist 2290	86.00			4185		480000	312		101000
28 217377	04/30/26	Municipal Prosecutions	31,689.58			1000		412000	312		101000
Total for Vendor:			54,415.30								

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132619	C	352 OK TIRE STORE - COM CTR	109.97								
1	06/10/26	#369 FLAT REPAIR	279.23			1000		430000	427		101000
05-389872											
2	05/05/26	#7042 TIRES	627.53			4387		480000	427		101000
05-388058											
3		ACCT CREDIT	-796.79			1000		430000	427		101000
		Total for Vendor:	109.97								
132570		3718 OLSON FAMILY PROPERTIES LLC	16,440.32								
1	06/02/26	2026 DT Parking Lot Lease	16,440.32			2960		411900	416		101000
		Total for Vendor:	16,440.32								
132738		399 OLYMPIC SALES	2,129.82								
1	06/01/26	#4201 TAILGATE LOCK CYLINDER	393.68			6010		450200	427		101000
16664											
2	06/01/26	#4101 BEARING WELDEMENT	1,736.14			6010		450200	427		101000
16655											
		Total for Vendor:	2,129.82								
132772		276 OSTROMS ACE HARDWARE	35.97								
1	06/11/26	FD 2-stock pans	19.98			2060		415200	340		101000
42523											
2	05/30/26	FD Weed Wacker String	15.99			2060		415200	494		101000
230805											
		Total for Vendor:	35.97								
132508		5119 OSTROMS ACE HARDWARE (PW)	150.02								
1	04/29/26	CONNECTOR/PLUG	20.98			6010		450200	420		101000
230596											
2	04/30/26	OUTLEX DPLX	7.18			1000		455000	420		101000
230606											
3	05/01/26	SPRAY PAINT	23.96			6020		450000	433		101000
230617											
4	05/01/26	SCREWDRIVER	14.98			6020		450000	433		101000
230619											
5	05/19/26	JOINT GROOVE PLIERS	24.98			2210		428000	358		101000
230735											

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6 230729	05/18/26	MARKING PAINT	39.96			2210 428000	358		101000
7 230693	05/12/26	CARB CLEANER	17.98			6010 450200	433		101000
Total for Vendor:			150.02						
132665 1 F10000317264	05/11/26	4455 OTIS ELEVATOR COMPANY ELEVATOR REPAIR CONTRACT - CH	175.00 175.00			1000 455000	428		101000
Total for Vendor:			175.00						
132616 1 02139C026174948	C 05/26/26	2126 OVERDRIVE, INC EBOOK	1,490.85 505.97			7000 411600	650		101000
2 02139C026174948	05/26/26	AUDIOBOOK	984.88			7000 411600	650		101000
Total for Vendor:			1,490.85						
132483 1 IN-234642-26	C 05/26/26	1648 PARKLAND USA CORPORATION DBA 87 ETHANOL - PW	26,302.37 26,302.37			1000 140000			101000
132635 1 IN-232671-26	C 06/01/26	1648 PARKLAND USA CORPORATION DBA RIDGELINE DEF	160.39 160.39			6010 450200	424		101000
132678 1 IN-157703-26	C 04/07/26	1648 PARKLAND USA CORPORATION DBA RIDGELINE DEF	6.64 6.64			6010 450200	424		101000
Total for Vendor:			26,469.40						
132591 1 0967933 05/26	C 05/31/26	563 PETRO SERVE USA WF Airport Fuel	12,596.74 12,596.74			7050 500000	424		101000

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132680	C	563 PETRO SERVE USA	42.70								
1	06/04/26	#3401 PREMIUIM	42.70			1000		430000	424		101000
5920											
132749	C	563 PETRO SERVE USA	215.60								
1	06/10/26	CENEX GREASE	215.60			1000		430000	424		101000
100635											
Total for Vendor:			12,855.04								
132624	C	1483 PITNEY BOWES BANK INC - RESERVE	1,500.00								
1	06/11/26	reserve acct 53241956 (PD)	1,500.00			1000		421000	661		101000
Total for Vendor:			1,500.00								
132727	C	384 PITNEY BOWES GLOBAL FINANCIAL	231.00								
1	06/04/26	POSTAGE CUBE LEASE	231.00			7000		411600	428		101000
3322673417											
Total for Vendor:			231.00								
132490	C	5431 PLOWOPS INC	2,040.00								
1	06/01/26	PLOWOPS SUBSCRIPTION (JUNE)	2,040.00			1000		430000	497		101000
05088											
Total for Vendor:			2,040.00								
132688		4064 POMP'S TIRE SERVICE (ROYAL TIRE)	2,517.60								
1	06/09/26	#4006 TIRES	1,255.80			6010		450200	427		101000
2450017031											
2	06/05/26	#4102 TIRES	630.90			6010		450200	427		101000
2450016963											
3	06/09/26	#4201 TIRES	630.90			6010		450200	427		101000
2450017007											
132742		4064 POMP'S TIRE SERVICE (ROYAL TIRE)	618.90								
1	05/27/26	#4202 TIRES	618.90			6010		450200	427		101000
2450016796											
Total for Vendor:			3,136.50								

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132503	C	916 PRAIRIE SUPPLY INC	75.70								
1	05/31/26	TROWELS	75.70			6020		450000	432		101000
		0697833-IN									
132600	C	916 PRAIRIE SUPPLY INC	1,912.50								
1	0695917-IN	05/18/26 Project 6064	1,912.50			4256		480000	670		101000
		0695917-IN									
132638	C	916 PRAIRIE SUPPLY INC	90.00								
1	06/04/26	HD ANCHOR	90.00			1000		430000	432		101000
		0698723-IN									
		Total for Vendor:	2,078.20								
132759		5751 PREMIER SERVICE CENTER	2,352.00								
1	06/03/26	FD E-76 Rear Spring/alignment	2,352.00			2060		415200	420		101000
		1032895									
		Total for Vendor:	2,352.00								
132491		1472 RAILROAD MANAGEMENT CO III, LLC	458.76								
	9/1/26-8/31/27										
1	05/21/26	LICENSE FEES	458.76			6020		450000	420		101000
		550547									
		Total for Vendor:	458.76								
132664		2982 RDO EQUIPMENT CO	449.78								
1	05/28/26	#2024 COUPLERS	449.78			6020		450000	427		101000
		P6480954									
		Total for Vendor:	449.78								
132652		3893 RDO TRUCK CENTERS	74.46								
1	05/31/26	ACCOUNT TRUE UP	74.46			1000		430000	427		101000
		Total for Vendor:	74.46								

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132549	C	3204 RECORD KEEPERS	27.50						
1	05/31/26	service on 5/26/2026	27.50			1000 421000	420		101000
A296278									
132781	C	3204 RECORD KEEPERS	35.00						
1	A296276 05/31/26	City Hall / Court Shred Bins	35.00			1000 415000	420		101000
A296276									
Total for Vendor:			62.50						
132575		5503 RED RIVER REGIONAL MARKSMANSHIP	9,000.00						
1/1/2026-12/31/2026									
1	06/05/26	annual range use	9,000.00			1000 421000	340		101000
12134									
Total for Vendor:			9,000.00						
132643		425 RED RIVER VALLEY FAIR	27,500.00						
1	06/08/26	American 250 Celebration	27,500.00			2960 411900	517		101000
Total for Vendor:			27,500.00						
132640		999999 ROBERT LEE	255.35						
Refund credit balance on account									
Acct #13838									
1	06/11/26	UB Refund	255.35			6020 214100			101000
Total for Vendor:			255.35						
132547	E	3353 SAM'S CLUB MC/SYNCB	234.40						
1	05/05/26	kitchen supplies	234.40			1000 421000	375		101000
132630	E	3353 SAM'S CLUB MC/SYNCB	208.42						
1	06/03/26	PW SUPPLIES	208.42			6020 450000	500		101000
132763	E	3353 SAM'S CLUB MC/SYNCB	38.86						
1	06/07/26	Late Fee	29.99			1000 415000	420		101000
2	06/07/26	Interest	8.87			1000 415000	420		101000
Total for Vendor:			481.68						

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132730	E	1881 SAM'S CLUB/SYNCHRONY BANK (FD)	388.90								
1	06/02/26	Blue Card Training	174.01			2060		415200	340		101000
8556053	HAQ1MQBSPD										
2	06/02/26	Blue Card Overcharge	-1.00			2060		415200	340		101000
8556053	HA01MG4ZTN										
3	06/04/26	ST 75 Station Supplies	100.68			2060		415200	500		101000
8556053	HQ01MRVSDZ										
4	06/04/26	ST 76 Station Supplies	115.21			2060		415200	500		101000
8556053	HQ01MRVSE7										
Total for Vendor:			388.90								
132517	C	454 SANITATION PRODUCTS	1,900.79								
1	06/01/26	HIGBEE TUBE	1,900.79			6025		450000	641		101000
97185											
132670	C	454 SANITATION PRODUCTS	2,727.75								
1	06/01/26	#7000 HOSE END WELLMENT	766.34			6025		450000	427		101000
97205											
2	06/01/26	#7001 SWIVEL JOINT	777.01			6025		450000	427		101000
97208											
3	06/01/26	#7000 RUBBER HOSE	1,077.58			6025		450000	427		101000
97195											
4	06/02/26	#7000 CLAMP	106.82			6025		450000	427		101000
97222											
132690	C	454 SANITATION PRODUCTS	198.33								
1	06/04/26	#4009 HARNESS/ELEMENT	198.33			6010		450200	427		101000
97256											
Total for Vendor:			4,826.87								
132569		450 SCHEELS	199.95								
PO 200329											
1	06/05/26	garza - boots	199.95			1000		421000	422		101000
42479											
Total for Vendor:			199.95								

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132703	C	2602 SELLIN BROTHERS, INC	138,230.42								
1	Pay App 1	06/05/26 Project 3009	138,230.42			4225		480000	670		101000
	Pay App 1										
132704	C	2602 SELLIN BROTHERS, INC	52,952.50								
1	Pay App 10	06/04/26 Project 3006	52,952.50			4003		480000	670		101000
	Pay App 10										
Total for Vendor:			191,182.92								
132523	-93110E	5570 SHEYENNE 32 EAST LLC	699.67								
3150	Sheyenne St - Unit A										
1	June 2026	06/01/26 CAM/Operating Exp - June	484.00			2960		411900	416		101000
3150	Sheyenne St - Unit A										
2	June 2026	06/01/26 Parking Fee - June	79.17			2960		411900	416		101000
3150	Sheyenne St - Unit A										
3	June 2026	06/01/26 Plaza Fee - June	136.50			2960		411900	416		101000
3150	Sheyenne St - Unit A										
Total for Vendor:			699.67								
132495		3994 SHEYENNE GARDENS	2,726.73								
1	05/28/26	FLOWERS	219.10			1000		430001	358		101000
168											
2	06/02/26	HANGING BASKETS	2,015.00			1000		430001	358		101000
177											
3	06/02/26	FLOWERS	492.63			1000		430001	358		101000
178											
132662		3994 SHEYENNE GARDENS	1,085.00								
1	06/09/26	TREES	1,085.00			2210		428000	446		101000
185											
132771		3994 SHEYENNE GARDENS	865.07								
	FD Station 76 Flowers										
1	06/05/26	FD Station 76 Flowers	865.07			2060		415200	494		101000
000175											
Total for Vendor:			4,676.80								

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132551	C	2885 SHORTPRINTER	59.50								
1	05/29/26	notary stamp - carlson	59.50			1000		421000	667		101000
173986											
132767	C	2885 SHORTPRINTER	330.75								
1	06/08/26	FD Maps of WF	330.75			2060		415200	410		101000
174479											
132782	C	2885 SHORTPRINTER	1,363.24								
1	174453 06/08/26	Envelopes - CH	681.62			1000		415000	410		101000
174453											
2	174382 06/04/26	Envelopes - CH	681.62			1000		415000	410		101000
174382											
Total for Vendor:			1,753.49								
132558	C	3642 SIGN PRO	180.00								
1	05/27/26	removal vinyl #1193	180.00			1000		421000	610		101000
94557											
Total for Vendor:			180.00								
132485	C	91 SIGN SOLUTIONS USA	13,235.87								
1	05/28/26	SIGNS	332.03			1000		430000	487		101000
423339											
2	05/28/26	SIGNS	1,245.56			1000		430000	487		101000
423296											
3	05/28/26	2026 SIGN PROJ	10,458.88			4199		480000	670		101000
423342											
4	05/26/26	2026 SIGN PROJ	1,199.40			4199		480000	670		101000
423263											
Total for Vendor:			13,235.87								
132626	C	3528 SNACKS PLUS VENDING	150.00								
1	05/28/26	COFFEE - PW	150.00			6020		450000	500		101000
5940:1184326											
Total for Vendor:			150.00								

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132535		5227 SOLBERG STEWART MILLER	3,162.50								
1	9846-000M1	05/29/26 Professional Services - Ma	3,162.50			1000		412000	309		101000
	9846-000M1	- 05/26									
		Total for Vendor:	3,162.50								
132530		5600 SOUTHDATA INC	9,822.79								
1	994859254	05/31/26 UB Statements/Postage - May	9,822.79			6020		450000	360		101000
	994859254										
		Total for Vendor:	9,822.79								
132597	C	440 SRF CONSULTING GROUP, INC	517.52								
1	19229.00-7	05/31/26 Project 6063	517.52			4213		480000	418		101000
	19229.00-7										
		Total for Vendor:	517.52								
132617	C	5743 STEPHANIE VENJOHN	13.08								
1	05/20/26	MILEAGE	13.08			7000		411600	340		101000
		Total for Vendor:	13.08								
132484		816 STRUCTURAL MATERIALS, INC	275.56								
1	05/15/26	COLDFUZE	260.00			1000		430000	722		101000
	00782542										
2	05/28/26	REBAR CUTTER	15.56			1000		430000	432		101000
	00784257										
132601		816 STRUCTURAL MATERIALS, INC	1,584.30								
1	00782875	05/19/26 Project 6064	1,303.60			4256		480000	670		101000
	00782875										
2	RETURN	05/20/26 CR for return	-92.25			4256		480000	670		101000
	RETURN34121										
3	00783399	05/21/26 Project 6064	128.95			4256		480000	670		101000
	00783399										
4	00784256	05/28/26 Project 6064	244.00			4256		480000	670		101000
	00784256										
		Total for Vendor:	1,859.86								

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132482	C	176 SUMMIT FIRE PROTECTION	469.00						
6/1/26-5/31/27									
1	06/02/26	PW BUILDING C ANNUAL ALARM MON	469.00			1000 455000	428		101000
4142726									
132758	C	176 SUMMIT FIRE PROTECTION	325.45						
1	03/18/26	FD Cr for Multiple PM'S	-492.00			2060 415200	428		101000
3943176									
2	04/29/26	FD St 76 Annual Inspection	417.45			2060 415200	428		101000
4053145									
3	06/02/26	FD St 75 Annual monitoring	400.00			2060 415200	428		101000
4149103									
Total for Vendor:			794.45						
132559	C	3360 SUNSET LAW ENFORCEMENT	13,272.00						
1	05/27/26	training ammo	13,272.00			1000 421000	987		101000
0013407-IN									
Total for Vendor:			13,272.00						
132625	C	733 SWANSTON EQUIPMENT CORP	754.87						
1	06/01/26	#5449 BLADE KIT	671.43			1000 430001	381		101000
P24358									
2	06/10/26	#370 NOZZLE ASSY	83.44			1000 430000	427		101000
P24704									
132651	C	733 SWANSTON EQUIPMENT CORP	5,700.00						
1	06/04/26	CIMLINE RENTAL	5,700.00			1000 430000	657		101000
R21270									
Total for Vendor:			6,454.87						
132760	C	2722 TINA WAGNER	346.00						
1	06/04/26	FD Bluecard Training Lunch	346.00			2060 415200	340		101000
2026 Training									
Total for Vendor:			346.00						

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132667	C	3483 TITAN MACHINERY - CASSELTON	38.13						
1	06/05/26	#366 SEAL	38.13			1000 430000	427		101000
		PS1231059-1							
		Total for Vendor:	38.13						
132673	C	3352 TITAN MACHINERY - FARGO	437.38						
1	06/08/26	#252 PULLY ASSY	437.38			6020 450000	427		101000
		PS1231959-1							
132716	C	3352 TITAN MACHINERY - FARGO	177.70						
1	06/11/26	#7036 GLASS/SEAL	177.70			4387 480000	427		101000
		PS1234559-1							
		Total for Vendor:	615.08						
132629	C	1285 TRAFFIC CONTROL CORPORATION	530.00						
1	06/03/26	CAMPBELL WIAPPS APB	530.00			1000 430002	487		101000
		165512							
		Total for Vendor:	530.00						
132564		2604 TRANSUNION RISK AND ALTERNATIVE	153.75						
1	06/01/26	may 2026 - paper check	153.75			1000 421000	365		101000
		52111-202605-1							
		Total for Vendor:	153.75						
132580	C	5718 TRAUMA MATTERS, PLLC	600.00						
1	06/05/26	may 2026 wellness visits	600.00			1000 421000	387		101000
		98							
132761	C	5718 TRAUMA MATTERS, PLLC	2,313.82						
1	06/05/26	FD May Wellness Visits	2,313.82			2060 415200	996		101000
		97							
		Total for Vendor:	2,913.82						

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132536	C	2951 TYLER TECHNOLOGIES, INC	233.39						
1	020-172650	06/03/26 OTC & Portal	233.39			1000 412000	740		101000
	020-172650								
		Total for Vendor:	233.39						
132632	C	784 UNITED POWER EQUIPMENT	110.00						
1	05/27/26	#407 HOSE	110.00			6010 450200	427		101000
	020D7601								
		Total for Vendor:	110.00						
132618		2211 VANGUARD ID SYSTEMS	2,562.47						
1	05/21/26	ADULT LIBRARY CARDS	2,442.47			7000 411600	410		101000
	I534638								
2	05/21/26	KID LIBRARY CARDS	120.00			7000 411600	410		101000
	I534639								
		Total for Vendor:	2,562.47						
132773	E	3212 VISA ADMINISTRATION	195.00						
1	CC-2044	05/05/26 Costco Annual Membership	195.00			1000 202200			101000
	COSTCO MEMBERSHIP					-415000-667			
		Total for Vendor:	195.00						
132774	E	2437 VISA ASSESSING	220.00						
1	CC-2040	05/06/26 Hotel for training seminar	121.56			1000 202200			101000
	Paul					-414101-340			
	HAMPTON INN & SUITES								
2	CC-2040	05/06/26 Hotel for training seminar	121.56			1000 202200			101000
	Shane					-414101-340			
	HAMPTON INN & SUITES								
3	CC-2040	05/06/26 Refund for sales tax	-11.56			1000 202200			101000
	HAMPTON INN & SUITES					-414101-340			
4	CC-2040	05/06/26 Refund for sales tax	-11.56			1000 202200			101000
	HAMPTON INN & SUITES					-414101-340			
		Total for Vendor:	220.00						

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132775	E	3706 VISA COMMUNICATIONS	1,921.76						
1	CC-2043	05/07/26 West Fargo seal embosser	51.78			1000 202200			101000
		Simply Stamps		CC Accounting: 1000-		-416200-410			
		MISC CLAIM VENDOR							
2	CC-2043	05/12/26 SSL certificate renewals	351.00			1000 202200			101000
		CIVICPLUS LLC		CC Accounting: 1000-		-416200-497			
3	CC-2043	05/13/26 Flights for conference - Moll	516.81			1000 202200			101000
		UNITED AIRLINES		CC Accounting: 1000-		-416200-340			
4	CC-2043	05/13/26 Flights for conference - Moll	21.49			1000 202200			101000
		UNITED AIRLINES		CC Accounting: 1000-		-416200-340			
5	CC-2043	05/13/26 Flights for conference - Moll	21.49			1000 202200			101000
		UNITED AIRLINES		CC Accounting: 1000-		-416200-340			
6	CC-2043	05/14/26 Conference reg - Molly	745.00			1000 202200			101000
		3CMA		CC Accounting: 1000-		-416200-340			
		MISC CLAIM VENDOR							
7	CC-2043	05/29/26 Event registration - Rachel	214.19			1000 202200			101000
		TEDxFargo		CC Accounting: 1000-		-416200-340			
		MISC CLAIM VENDOR							
		Total for Vendor:	1,921.76						
132776	E	4057 VISA ECONOMIC DEVELOPMENT 2	692.14						
2	CC-2039	05/04/26 EDND SparkED Training	300.00			1000 202200			101000
		ECONOMIC DEVELOPMENT ASSOCIATION OF ND		CC Accounting: 1000-		-414102-340			
3	CC-2039	05/05/26 Public Notice - Ellery Milan	25.84			1000 202200			101000
		COLUMN SOFTWARE PBC		CC Accounting: 1000-		-414102-602			
4	CC-2039	05/05/26 Hotel for conference - Casey	372.13			1000 202200			101000
		COUNTRY INN & SUITES BY RADISSON BISMARC		CC Accounting: 1000-		-414102-340			
5	CC-2039	05/07/26 Gas for conference - Casey	20.01			1000 202200			101000
		SHELL		CC Accounting: 1000-		-414102-340			
6	CC-2039	05/08/26 CR for double paid invoice	-25.84			1000 202200			101000
		COLUMN SOFTWARE PBC		CC Accounting: 1000-		-414102-602			
		Total for Vendor:	692.14						

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132777	E	3693 VISA ENGINEERING	349.22						
1	CC-2038	05/26/26 New emp clothing/boots - Ron FLEET FARM	349.22			1000 202200			101000
				CC Accounting: 1000-		-414200-422			
		Total for Vendor:	349.22						
132728	E	3569 VISA FIRE DEPT 1	1,131.02						
1	CC-2035	05/08/26 D Fuller registration MVFCA C MISSOURI VALLEY DIVISION	482.02			2060 202200			101000
				CC Accounting: 2060-		-415200-340			
2	CC-2035	05/19/26 D Fuller registration IAFC	649.00			2060 202200			101000
				CC Accounting: 2060-		-415200-340			
		Total for Vendor:	1,131.02						
132729	E	3568 VISA FIRE DEPT 2	2,980.80						
1	CC-2036	05/04/26 2026 (5) User FDIC Dues NFPA (NATIONAL FIRE PROTECTION ASSOC)	575.99			2060 202200			101000
				CC Accounting: 2060-		-415200-667			
2	CC-2036	05/07/26 Brake Drum Kit/Willy Jeep the Jeepster Man	685.00			2060 202200			101000
				CC Accounting: 2060-		-415200-427			
		MISC CLAIM VENDOR							
3	CC-2036	05/11/26 EM replacement TV/other broke COSTCO WHOLESALE #1119	1,299.96			2060 202200			101000
				CC Accounting: 2060-		-415200-641			
4	CC-2036	05/11/26 St 76-Station Supplies WARMART	60.57			2060 202200			101000
				CC Accounting: 2060-		-415200-500			
5	CC-2036	05/12/26 R Fuller Funeral/Retired FF CFS FLOWERS AND GIFTS	114.90			2060 202200			101000
				CC Accounting: 2060-		-415200-378			
6	CC-2036	05/14/26 ST 76 Training Rm Paint SHERWIN WILLIAMS	35.59			2060 202200			101000
				CC Accounting: 2060-		-415200-494			
7	CC-2036	05/14/26 St 76-Case of Printer Paper OFFICE DEPOT 6107 FARGO ND	48.99			2060 202200			101000
				CC Accounting: 2060-		-415200-410			
8	CC-2036	05/14/26 Refund Taxes/Sherwin Williams SHERWIN WILLIAMS	-2.64			2060 202200			101000
				CC Accounting: 2060-		-415200-494			
9	CC-2036	05/20/26 New License Plates K-9 ND MOTOR VEHICLE DEPT.	1.50			2060 202200			101000
				CC Accounting: 2060-		-415200-667			
10	CC-2036	05/20/26 New License Plates K-9 ND MOTOR VEHICLE DEPT.	15.00			2060 202200			101000
				CC Accounting: 2060-		-415200-667			
11	CC-2036	05/27/26 Shop Supplies, staples, nails HARBOR FREIGHT TOOLS	45.96			2060 202200			101000
				CC Accounting: 2060-		-415200-500			

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12	CC-2036	05/27/26 Heavy Duty Jack Stands	99.98			2060 202200			101000
		HARBOR FREIGHT TOOLS				-415200-432			
		Total for Vendor:	2,980.80						
132246	-93108E	4351 VISA FIRE DEPT 3	9,830.21						
1	CC-2004	05/11/26 Tune-up (4) EMT Bikes	592.18			2060 202200			101000
		SCHEELS				-415200-420			
2	CC-2004	05/11/26 EM return defective TV	-1,133.99			2060 202200			101000
		COSTCO WHOLESALE #1119				-415200-641			
3	CC-2004	05/12/26 Reimburse Taxes	-5.19			2060 202200			101000
		SCHEELS				-415200-420			
4	CC-2004	04/03/26 2026 Budget Fast Frame	7,054.92			2060 202200			101000
		WITMER PUBLIC SAFETY GROUP INC				-415200-641			
5	CC-2004	04/07/26 EOC TV and 2 mounts	809.97			2060 202200			101000
		COSTCO WHOLESALE #1119				-415200-641			
6	CC-2004	04/14/26 Pick up PAT Ladder/MN Fuel	27.36			2060 202200			101000
		HOLIDAY COMPANIES				-415200-424			
7	CC-2004	04/14/26 Pick up PAT Ladder/MN Fuel	61.73			2060 202200			101000
		HOLIDAY COMPANIES				-415200-424			
8	CC-2004	04/09/26 EOC order 2 TV's Online	2,267.98			2060 202200			101000
		COSTCO WHOLESALE #1119				-415200-641			
9	CC-2004	04/30/26 T Olson Registration 3:18 Pro	155.25			2060 202200			101000
		3:18 Project				-415200-340			
		MISC CLAIM VENDOR							
132770	E	4351 VISA FIRE DEPT 3	465.98						
1	CC-2037	05/22/26 D Sapp Uniforms	549.98			2060 202200			101000
		CARHARTT				-415200-422			
2	CC-2037	05/22/26 FD Tax Refund	-84.00			2060 202200			101000
		COSTCO WHOLESALE #1119				-415200-641			
		Total for Vendor:	10,296.19						
132778	E	4335 VISA HUMAN RESOURCES	4,562.01						
1	CC-2041	05/05/26 Training seminar - Maggie	300.00			1000 202200			101000
		Vogel Law Firm				-414103-340			
		MISC CLAIM VENDOR							
2	CC-2041	05/07/26 Treats for benefit event	19.93			1000 202200			101000
		SAM'S CLUB				-414103-378			

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3	CC-2041	05/14/26 Treats for benefit event	23.96			1000 202200			101000
		SAM'S CLUB		CC Accounting: 1000-		-414103-378			
4	CC-2041	05/20/26 Hotel deposit for SHRM conf	191.25			1000 202200			101000
		Holiday Inn Orlando - Makayla		CC Accounting: 1000-		-414103-340			
		MISC CLAIM VENDOR							
5	CC-2041	05/20/26 Annual SHRM conference reg	2,695.00			1000 202200			101000
		Makayla		CC Accounting: 1000-		-414103-340			
		SHRM							
6	CC-2041	05/20/26 Flights for SHRM conference	904.41			1000 202200			101000
		Makayla		CC Accounting: 1000-		-414103-340			
		DELTA AIR							
7	CC-2041	05/21/26 Treats for benefit event	27.46			1000 202200			101000
		SAM'S CLUB		CC Accounting: 1000-		-414103-378			
8	CC-2041	05/22/26 Keri ID cards	275.00			1000 202200			101000
		Card Quest		CC Accounting: 1000-		-414103-497			
		MISC CLAIM VENDOR							
9	CC-2041	05/30/26 ChatGPT subscription - Nathan	25.00			1000 202200			101000
		OPENAI LLC		CC Accounting: 1000-		-414103-497			
10	CC-2041	05/30/26 ChatGPT subscription - Nick	25.00			1000 202200			101000
		OPENAI LLC		CC Accounting: 1000-		-414000-497			
11	CC-2041	05/30/26 ChatGPT subscriptions - PW	50.00			1000 202200			101000
		Scott Tiffany / Brian Matzke		CC Accounting: 1000-		-450000-497			
		OPENAI LLC							
12	CC-2041	05/30/26 ChatGPT subscription - Haider	25.00			1000 202200			101000
		OPENAI LLC		CC Accounting: 1000-		-414104-497			
Total for Vendor:			4,562.01						
132779	E	5092 VISA IT 2	4,558.83						
1	CC-2045	05/04/26 Email signature subscription	3,673.66			1000 202200			101000
		CodeTwo		CC Accounting: 1000-		-414104-497			
		MISC CLAIM VENDOR							
2	CC-2045	05/04/26 International transaction fee	36.74			1000 202200			101000
		CodeTwo		CC Accounting: 1000-		-414104-497			
		MISC CLAIM VENDOR							
3	CC-2045	05/11/26 Remote support tool subscript	212.48			1000 202200			101000
		CONNECTWISE		CC Accounting: 1000-		-414104-497			
4	CC-2045	05/11/26 Remote support tool subscript	362.45			1000 202200			101000
		CONNECTWISE		CC Accounting: 1000-		-414104-497			

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5	CC-2045	05/15/26 Screws	3.76			1000 202200			101000
		MENARDS (PUBLIC WORKS)		CC Accounting: 1000-	1000-	-414104-497			
6	CC-2045	05/15/26 Return screws	-3.76			1000 202200			101000
		MENARDS (PUBLIC WORKS)		CC Accounting: 1000-	1000-	-414104-497			
7	CC-2045	05/22/26 Extron screen for Court room	106.50			1000 202200			101000
		EBAY		CC Accounting: 1000-	1000-	-414104-497			
8	CC-2045	05/28/26 Extron screen for Court room	167.00			1000 202200			101000
		EBAY		CC Accounting: 1000-	1000-	-414104-497			
Total for Vendor:			4,558.83						
132606	E	3161 VISA LIBRARY #1	2,204.53						
1	CC-2032	05/07/26 ADULT SERVICES SUPPLIES	136.77			7000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 7000-	7000-	-411600-649			
2	CC-2032	05/19/26 PAPER CUPS - AS	19.99			7000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 7000-	7000-	-411600-649			
3	CC-2032	05/19/26 HAND & DISH SOAP	16.66			7000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 7000-	7000-	-411600-410			
4	CC-2032	05/19/26 CIRCULATION SUPPLIES	88.04			7000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 7000-	7000-	-411600-410			
5	CC-2032	05/19/26 ADULT SERVICES SUPPLIES	17.53			7000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 7000-	7000-	-411600-649			
6	CC-2032	05/19/26 YOUTH SERVICES SUPPLIES	810.66			7000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 7000-	7000-	-411600-649			
7	CC-2032	05/19/26 YOUTH SERVICES SUPPLIES	31.98			7000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 7000-	7000-	-411600-649			
8	CC-2032	05/19/26 YS - SBP EARLY LIT PRIZES	9.99			7000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 7000-	7000-	-411600-649			
9	CC-2032	05/19/26 YS - SBP EARLY LIT PRIZES	167.54			7000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 7000-	7000-	-411600-649			
10	CC-2032	05/04/26 DVD	9.93			7000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 7000-	7000-	-411600-664			
11	CC-2032	05/19/26 YS - SBP EARLY LIT PRIZES	17.46			7000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 7000-	7000-	-411600-649			
12	CC-2032	05/19/26 YS - SBP EARLY LIT PRIZES	20.89			7000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 7000-	7000-	-411600-649			
13	CC-2032	05/26/26 REFUND	-20.89			7000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 7000-	7000-	-411600-649			

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14	CC-2032	05/27/26 KICK-OFF PARTY SUPPLIES	139.12			7000 202200			101000
		WALMART		CC Accounting: 7000-		-411600-649			
15	CC-2032	05/27/26 PUREWATER TECHNOLOGY	100.00			7000 202200			101000
		LEASE FOR WATER MACHINES		CC Accounting: 7000-		-411600-410			
		MISC CLAIM VENDOR							
16	CC-2032	05/19/26 YS SUPPLY-STAPLERS	14.46			7000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 7000-		-411600-649			
17	CC-2032	05/28/26 DVD	17.66			7000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 7000-		-411600-664			
18	CC-2032	05/29/26 ADULT SERVICES - DICE TRAY	17.99			7000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 7000-		-411600-649			
19	CC-2032	06/01/26 SUMMER MAGAZINES	552.76			7000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 7000-		-411600-689			
20	CC-2032	06/01/26 LANYARDS -SB PRIZE	35.99			7000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 7000-		-411600-689			
		Total for Vendor:	2,204.53						
132608	E	3162 VISA LIBRARY #2	657.70						
1	CC-2033	05/19/26 STAFF T-SHIRTS	370.62			7000 202200			101000
		RUSH ORDER TEES		CC Accounting: 7000-		-411600-689			
2	CC-2033	05/19/26 STAFF T-SHIRTS	72.08			7000 202200			101000
		RUSH ORDER TEES		CC Accounting: 7000-		-411600-689			
3	CC-2033	05/22/26 STEPH VENJOHN MEMBERSHIP	215.00			7000 202200			101000
		6/2026-6/2027		CC Accounting: 7000-		-411600-667			
		AMERICAN LIBRARY ASSOCIATION							
		Total for Vendor:	657.70						
132611	E	4576 VISA LIBRARY #3	252.92						
1	CC-2034	05/27/26 BARCODES INC	88.36			7000 202200			101000
		LABELS - ZEBRA Z-PERFOM		CC Accounting: 7000-		-411600-410			
		MISC CLAIM VENDOR							
2	CC-2034	05/09/26 STEPH VENJOHN MEMBERSHIP	60.00			7000 202200			101000
		6/2026-6/2027		CC Accounting: 7000-		-411600-667			
		NORTH DAKOTA STATE LIBRARY							
3	CC-2034	05/31/26 DIGITAL ADVERTISING	104.56			7000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 7000-		-411600-689			
		Total for Vendor:	252.92						

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132780	E	2438 VISA PLANNING	1,001.32						
1	CC-2042	05/14/26 ZOA Inert Landfills	39.52			1000 202200			101000
	COLUMN SOFTWARE PBC			CC Accounting:	1000-	-418000-343			
2	CC-2042	05/21/26 Offices at the Preserve Add	47.12			1000 202200			101000
	COLUMN SOFTWARE PBC			CC Accounting:	1000-	-418000-343			
3	CC-2042	05/21/26 Sheyenne Riverside 1st Add	50.16			1000 202200			101000
	COLUMN SOFTWARE PBC			CC Accounting:	1000-	-418000-343			
4	CC-2042	05/21/26 Growth Area Plan	39.52			1000 202200			101000
	COLUMN SOFTWARE PBC			CC Accounting:	1000-	-418000-343			
5	CC-2042	05/21/26 3 Bluebeam licenses	825.00			1000 202200			101000
	Inspections (Mark, Chad, Ali)			CC Accounting:	1000-	-418000-497			
	SOFTCHOICE CORPORATION								
		Total for Vendor:	1,001.32						
132541	E	2435 VISA POLICE #1	3,552.19						
1	CC-2031	05/07/26 online course - gomez	445.00			1000 202200			101000
	IACA			CC Accounting:	1000-	-421000-340			
2	CC-2031	05/08/26 rifle maintenance	91.91			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting:	1000-	-421000-987			
3	CC-2031	05/13/26 lodging, anderson conf	253.35			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting:	1000-	-421000-340			
4	CC-2031	05/13/26 lodging, carr conf	253.35			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting:	1000-	-421000-340			
5	CC-2031	05/19/26 expedia fee	3.22			1000 202200			101000
	EXPEDIA.COM HEADQUARTERS			CC Accounting:	1000-	-421000-340			
6	CC-2031	05/19/26 flight protection for 2	203.74			1000 202200			101000
	EXPEDIA.COM HEADQUARTERS			CC Accounting:	1000-	-421000-340			
7	CC-2031	05/19/26 flight - randy conf	1,118.57			1000 202200			101000
	UNITED AIRLINES			CC Accounting:	1000-	-421000-340			
8	CC-2031	05/19/26 flight - hanson	1,118.57			1000 202200			101000
	UNITED AIRLINES			CC Accounting:	1000-	-421000-340			
9	CC-2031	05/19/26 seat - randy conf	32.24			1000 202200			101000
	UNITED AIRLINES			CC Accounting:	1000-	-421000-340			
10	CC-2031	05/19/26 seat - hanson conf	32.24			1000 202200			101000
	UNITED AIRLINES			CC Accounting:	1000-	-421000-340			
		Total for Vendor:	3,552.19						

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132542	E	3233 VISA POLICE #2	2,835.59						
1	CC-2030	05/05/26 kitchen & cleaning supplies	1,068.24			1000 202200			101000
		COSTCO WHOLESALE #1119		CC Accounting: 1000-		-421000-420			
2	CC-2030	05/05/26 batteries	63.96			1000 202200			101000
		COSTCO WHOLESALE #1119		CC Accounting: 1000-		-421000-641			
3	CC-2030	05/05/26 k9 dental chews	80.97			1000 202200			101000
		COSTCO WHOLESALE #1119		CC Accounting: 1000-		-421000-915			
4	CC-2030	05/21/26 lodging NASRO conf - Randy	595.60			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-		-421000-340			
5	CC-2030	05/21/26 lodging NASRO conf - Hanson	595.60			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-		-421000-340			
6	CC-2030	05/22/26 k9 med. ins	431.22			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-		-421000-915			
		Total for Vendor:	2,835.59						
132543	E	3234 VISA POLICE #3	46.42						
1	CC-2029	05/18/26 peer support fruit	46.42			1000 202200			101000
		COSTCO WHOLESALE #1119		CC Accounting: 1000-		-421000-375			
		Total for Vendor:	46.42						
132544	E	3244 VISA POLICE #4	220.47						
1	CC-2028	05/09/26 lodging, bomb school	131.39			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-		-421000-340			
2	CC-2028	05/17/26 firearms trn - young	45.49			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-		-421000-340			
3	CC-2028	05/20/26 firearms trn - young	43.59			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-		-421000-340			
		Total for Vendor:	220.47						
132545	E	4300 VISA POLICE #5	221.09						
1	CC-2027	05/28/26 PIT fuel, training	68.56			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-		-421000-340			
2	CC-2027	05/28/26 PIT fuel, training	63.56			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-		-421000-340			
3	CC-2027	06/01/26 PIT fuel, training	45.47			1000 202200			101000
		MISC CLAIM VENDOR		CC Accounting: 1000-		-421000-340			

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4	CC-2027 06/01/26	PIT fuel, training	43.50			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-340			
		Total for Vendor:	221.09						
132546	E 4301 VISA POLICE #6		97.21						
1	CC-2026 05/05/26	CPA bakery	26.04			1000 202200			101000
	FAMILY FARE			CC Accounting: 1000-		-421000-375			
2	CC-2026 05/13/26	fuel, Carrington	35.17			1000 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 1000-		-421000-340			
3	CC-2026 05/16/26	notary renewal	36.00			1000 202200			101000
	ND SECRETARY OF STATE			CC Accounting: 1000-		-421000-667			
		Total for Vendor:	97.21						
132479	E 2423 VISA PUBLIC WORKS #1		5,012.55						
1	CC-2023 05/04/26	N PRATT PANTS	179.97			6020 202200			101000
	BRUNT WORKWEAR			CC Accounting: 6020-		-450000-422			
2	CC-2023 05/05/26	CLEAN UP WEEK	166.00			6010 202200			101000
	SAM'S CLUB			CC Accounting: 6010-		-450200-912			
3	CC-2023 05/05/26	M HUMMEL PANTS	143.98			1000 202200			101000
	BRUNT WORKWEAR			CC Accounting: 1000-		-430000-422			
4	CC-2023 05/06/26	J NELSON PANTS	164.99			1000 202200			101000
	BRUNT WORKWEAR			CC Accounting: 1000-		-430000-422			
5	CC-2023 05/08/26	PW - CLEAN UP WEEK	362.34			6010 202200			101000
	PIZZA HUT			CC Accounting: 6010-		-450200-912			
	MISC CLAIM VENDOR								
6	CC-2023 05/08/26	VEH TITLE	25.00			1000 202200			101000
	DMV FARGO BRANCH			CC Accounting: 1000-		-430000-610			
7	CC-2023 05/09/26	TAX CREDIT	-17.99			1000 202200			101000
	CARHARTT			CC Accounting: 1000-		-455000-422			
8	CC-2023 05/12/26	SNOW PLOW LITE KIT	159.99			6020 202200			101000
	FLEET FARM			CC Accounting: 6020-		-450000-427			
9	CC-2023 05/12/26	SA - CLEAN UP WEEK	166.32			6010 202200			101000
	PIZZA HUT			CC Accounting: 6010-		-450200-912			
	MISC CLAIM VENDOR								
10	CC-2023 05/14/26	S OTTO PANTS	161.97			1000 202200			101000
	CARHARTT			CC Accounting: 1000-		-430000-422			
11	CC-2023 05/16/26	TAX CREDIT	-12.00			1000 202200			101000
	CARHARTT			CC Accounting: 1000-		-430000-422			

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12	CC-2023 05/14/26	B HANSON PANTS	95.99			6020 202200			101000
	BRUNT WORKWEAR			CC Accounting: 6020-		-450000-422			
13	CC-2023 05/15/26	#4001 BLASTING	169.40			6010 202200			101000
	DUSTLESS BLASTING			CC Accounting: 6010-		-450200-427			
14	CC-2023 05/15/26	ARBOR DAY BAKERY	49.98			2210 202200			101000
	SANDY'S DONUTS & COFFEE SHOP			CC Accounting: 2210-		-428000-375			
15	CC-2023 05/20/26	MAUGET	311.35			2210 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 2210-		-428000-358			
16	CC-2023 05/20/26	J MARTINEZ PANTS	194.37			1000 202200			101000
	CARHARTT			CC Accounting: 1000-		-455000-422			
17	CC-2023 05/20/26	D HERSCH PANTS	179.97			6025 202200			101000
	BRUNT WORKWEAR			CC Accounting: 6025-		-450000-422			
18	CC-2023 05/21/26	PW WEEK	39.52			1000 202200			101000
	WALMART			CC Accounting: 1000-		-450000-340			
19	CC-2023 05/21/26	PW WEEK	61.61			1000 202200			101000
	WALMART			CC Accounting: 1000-		-450000-340			
20	CC-2023 05/15/26	#4001 SERVICE KIT + CC FEES	892.32			6010 202200			101000
	ELGI PORTABLES			CC Accounting: 6010-		-450200-427			
21	CC-2023 05/29/26	AM LEONARD TREE STAPLE	248.20			2210 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 2210-		-428000-358			
22	CC-2023 05/28/26	AM LEONARD SOIL INJECT	1,004.37			2210 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 2210-		-428000-358			
23	CC-2023 05/29/26	#5706 TOOLS	264.90			1000 202200			101000
	NORTHERN TOOL & EQUIPMENT			CC Accounting: 1000-		-430002-610			
Total for Vendor:			5,012.55						
132480	E	4256 VISA PUBLIC WORKS #2	350.49						
1	CC-2024 05/05/26	#5707 TITLE	25.00			1000 202200			101000
	DMV FARGO BRANCH			CC Accounting: 1000-		-430002-610			
2	CC-2024 05/05/26	#5308 TITLE	23.50			1000 202200			101000
	DMV FARGO BRANCH			CC Accounting: 1000-		-430001-610			
3	CC-2024 05/14/26	SP HYDROVAC PIPE	301.99			6020 202200			101000
	MISC CLAIM VENDOR			CC Accounting: 6020-		-450000-641			
Total for Vendor:			350.49						

06/12/26
14:55:07

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 06/01/26 to 06/12/26

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Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
132481	E	4625 VISA PUBLIC WORKS #3	116.00						
1	CC-2025	05/18/26 AI TRAINING	116.00			1000 202200			101000
		MINNESOTA STATE COMMUNITY & TECH COLLEGE				-450000-340			
		Total for Vendor:	116.00						
132762	C	1346 VISTO'S TRAILER SALES	33.89						
1	06/08/26	FD Parts for Confined Trailer	33.89			2060 415200	420		101000
170926									
		Total for Vendor:	33.89						
132668	C	544 WALLWORK TRUCK CENTER	698.66						
1	05/27/26	#407 BRAKE SHOE KITS	181.26			6010 450200	427		101000
01P718456									
2	06/02/26	CARTRIGE	147.50			6010 450200	427		101000
01P718765									
3	05/28/26	#4101 BRAKE KIT	369.90			6010 450200	427		101000
01P718905									
		Total for Vendor:	698.66						
132532	C	4773 WEST FARGO EVENTS	43,780.42						
1	1751 06/01/26	Essentia Health Plaza Fee	20,830.28			2310 452120	810		101000
1751									
2	1751 06/01/26	POW/MIA Plaza Fee	6,943.42			2310 452120	810		101000
1751									
3	1751 06/01/26	Parking Ramp Management Fee	11,840.05			2320 452110	810		101000
1751									
4	1751 06/01/26	City Events Management Fee	4,166.67			2960 411900	810		101000
1751									
		Total for Vendor:	43,780.42						
132497	C	2184 WEST SIDE STEEL	400.36						
1	05/27/26	DUMPSTER REPAIR	400.36			6010 450200	914		101000
15288									

06/12/26
14:55:07

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 06/01/26 to 06/12/26

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Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
132620 1 15383	C 06/09/26	2184 WEST SIDE STEEL DUMPSTER REPAIR	308.74 308.74			6010 450200	914		101000
132654 1 15363	C 06/04/26	2184 WEST SIDE STEEL DUMPSTER REPAIR	1,256.84 1,256.84			6010 450200	914		101000
Total for Vendor:			1,965.94						
132586 1 2 3 Parks	-93109E 06/12/26 06/12/26 06/12/26	3549 WEX FSA Med FSA - 06/12/26 payroll Dep FSA - 06/12/26 payroll Dep FSA - 06/12/26 payroll	6,533.09 911.22 5,309.37 312.50			1000 212530 1000 212523 8000 453000			101000 101000 101000
Total for Vendor:			6,533.09						
132592 1 0002378147-IN 2 0002378147 0002378147-IN	C 05/31/26	807 WEX HEALTH, INC COBRA/FSA/HSA - May 2026 COBRA/FSA/HSA - May 2026	439.04 408.62 30.42			1000 414103 8000 453000	428		101000 101000
Total for Vendor:			439.04						
132765 1 43984-2		5394 WEYER COMPANIES FD Training Grnds/Final Paymen	5,955.00 5,955.00			2060 415200	494		101000
Total for Vendor:			5,955.00						
132573 1 315047		569 WF ANIMAL HOSPITAL may 2026 pound	3,235.00 3,235.00			1000 421000	396		101000
132574 1 314424 2 314424		569 WF ANIMAL HOSPITAL k9 medical - Q, Jazz & Labby credit - discount	1,082.07 1,202.30 -120.23			1000 421000 1000 421000	915		101000 101000
Total for Vendor:			4,317.07						

06/12/26
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CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 06/01/26 to 06/12/26

Page: 68 of 69
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
132614	C	549 WF PUB SCHOOLS DIST #6	10,643.55								
1	05/27/26	JUNE RENT	10,643.55			7000		411600	389		101000
260393											
Total for Vendor:			10,643.55								
132650		2740 WM CORPORATE SERVICES, INC	112,317.15								
1	06/01/26	COWF MASTER BILLING	102,204.74			6010		450200	916		101000
6826993											
2	06/01/26	40TH AVE DROPSITE	8,667.87			6010		450200	916		101000
6826991											
3	06/01/26	SANITATION BUIDLING DROPSITE	1,444.54			6010		450200	916		101000
6826992											
132764		2740 WM CORPORATE SERVICES, INC	53.35								
1	06/03/26	FD May Service	53.35			2060		415200	527		101000
6828169-0510-8											
Total for Vendor:			112,370.50								
132718	C	5528 WORLD INSURANCE ASSOCIATES LLC	344.00								
1	06/11/26	#1236 vehicle ins	344.00			2531		421000	610		101000
498841											
Total for Vendor:			344.00								
132605	E	338 XCEL ENERGY	35,858.19								
1	06/01/26	800 4TH AVE E - PD	9,848.82			1000		421000	527		101000
980160709											
2	05/27/26	1410 13TH AVE E	51.10			1000		430002	527		101000
979596098											
3	05/27/26	1680 13TH AVE E	101.35			1000		430002	527		101000
979595813											
4	05/27/26	STREET LIGHT FEED POINTS	1,247.88			1000		430002	527		101000
979551256											
5	05/27/26	PW VEHICLE STORAGE	506.03			6020		450000	527		101000
979551256											
6	05/27/26	1690 13TH AVE	53.87			1000		430002	527		101000
979577366											

06/12/26
14:55:07

CITY OF WEST FARGO, ND
Claim Details by Posted Date
For Claims from 06/01/26 to 06/12/26

Page: 69 of 69
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
7 980297898	06/02/26	LIFT STATIONS/WATER TOWERS	14,702.54			6020		450000	527		101000
8 980297898	06/02/26	SHEYENNE PLAZA	197.20			2310		452120	527		101000
9 980533713	06/03/26	SM70/67	47.73			6020		450000	527		101000
10 980543169	06/03/26	3050 SHEYENNE - THE LIGHTS	86.37			2310		452120	527		101000
11 980557145	06/03/26	3150 SHEYENNE - THE LIGHTS	55.56			2310		452120	527		101000
12 980558768	06/03/26	735 7TH AVE NW	90.53			1000		430002	527		101000
13 980494688	06/03/26	800 4TH AVE E - PD	8,168.14			1000		421000	527		101000
14 980472403	06/03/26	800 4TH AVE E - PD	701.07			1000		421000	527		101000
132766	E	338 XCEL ENERGY	3,916.08								
1 980498411	06/03/26	FD May Utility Services	3,916.08			2060		415200	527		101000
Total for Vendor:			39,774.27								
132505	C	1484 YHR PARTNERS	10,818.28								
1 13432	05/27/26	PROJ 9061	10,818.28			4188		480000	418		101000
Total for Vendor:			10,818.28								
# of Claims			304	Total:	3805,403.91	# of Vendors		85			
Total Electronic Claims					1355,374.49						
Total Non-Electronic Claims					2450029.42						

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

Requested Action/Staff Recommendation: Approve Plans and Specifications and Direct Advertisement for Bids

Presented By: Jerry Wallace, City Engineer

New Information: On April 6, 2026, the City Commission directed staff to prepare plans and specifications for Project No. 1352. Since that time, the plans and specifications have been completed. Upon approval, the project will be advertised for bids in accordance with state bidding requirements.

Background & Project Summary: In the recent Core Area Study, this project was identified as the 5th highest priority project. The project consists of sanitary sewer spot repairs to the existing clay-tile sanitary sewer mainline located within the core area's city streets.

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

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

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

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

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

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

Supporting Documents:

- Plan Cover Sheet, which represents the Plans and Specifications (Note: a full plan set is available at the Engineering Department)
- Advertisement for Bids
- Associated Resolutions

Previously Presented Information & Commission Actions:

April 6, 2026–

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

July 7, 2025–

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

West Fargo City Commission

Bernie Dardis, Commission President

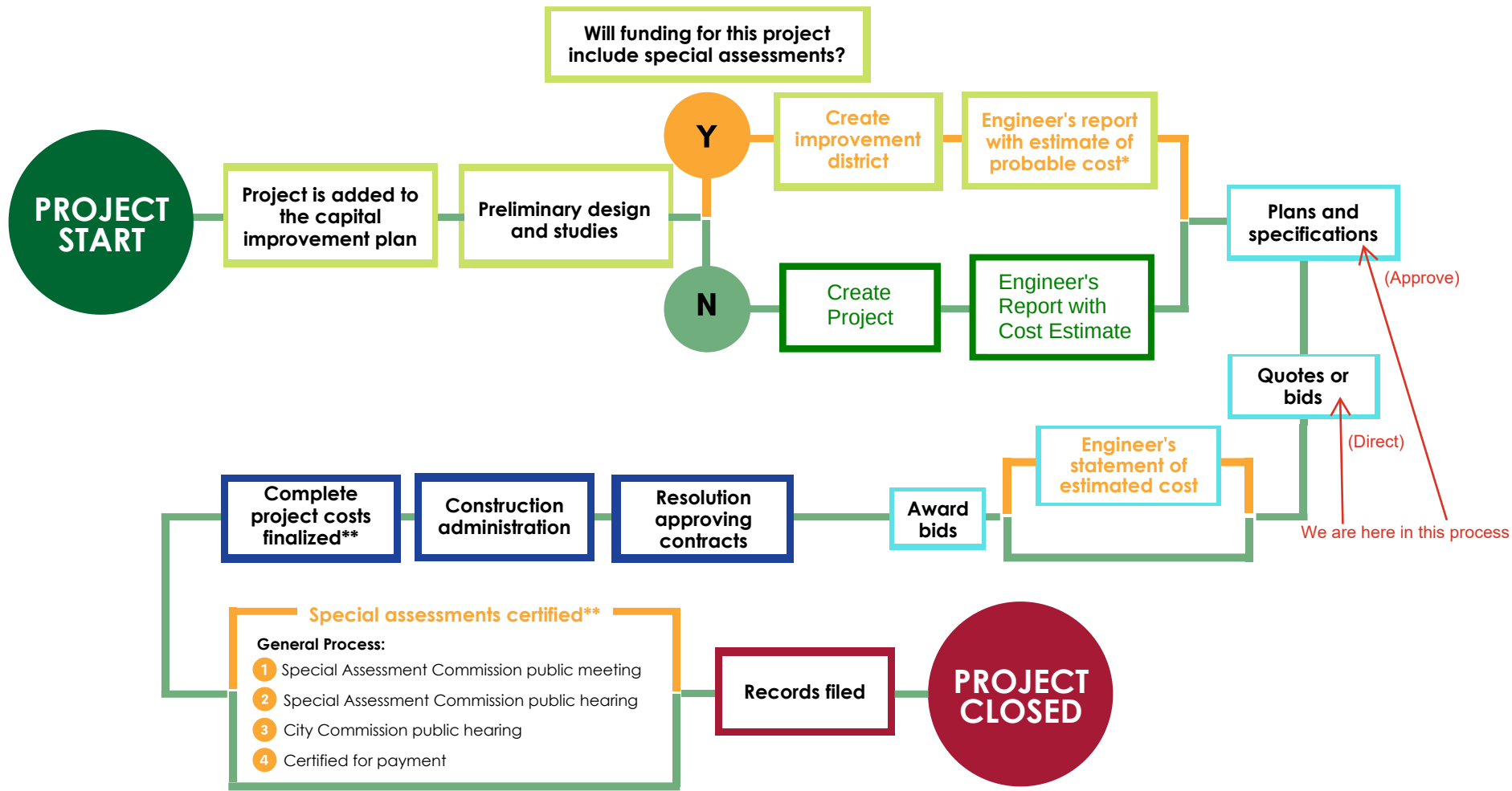
Brad Olson, Commission Vice President

Roben Anderson, Rory Jorgensen, Amy Zundel, Commissioners

Dustin Scott, City Administrator

Process for Contracts and Improvements

Improvement Process Overview



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

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

CITY OF WEST FARGO, NORTH DAKOTA
PROJECT NO. 1352; SANITARY SEWER SYSTEM REHABILITATION AND INCIDENTALS
SANITARY SEWER SPOT REPAIRS AND RELINING

ADVERTISEMENT FOR BIDS

City of West Fargo is requesting Bids for the construction of the project listed above.

Bids for the construction of the Project will be received and accepted via electronic bid (vBid) through Quest CDN until **July 16, 2026** at 10:00 a.m. local time. Bids will be viewed and read via video/phone conference at 10:30 a.m. Mailed or hand delivered bids will not be opened or considered. Link for the video/phone conference is provided at www.mooreengineeringinc.com by clicking the Bid Information tab, or at www.Quest CDN.com.

The Project consists of sanitary sewer main replacements, sanitary service wye replacements, sanitary service cleaning, sanitary sewer manhole replacements, sanitary sewer manhole rehabilitations, and incidentals.

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

Digital project bidding documents will be available at www.mooreengineeringinc.com by clicking the Bid Information tab, or at www.Quest CDN.com. You may download the complete set of digital documents for a nonrefundable fee of \$50.00 by locating eBidDoc™ Number **10223997** on the website. Contact Quest CDN Customer Support at 952-233-1632 or info@Quest CDN.com for assistance in membership registration, downloading digital project information, and vBid online bid submittal questions.

Each bid must be accompanied by a bidder's bond in a sum equal to 5% of the full amount of the bid executed by the bidder as principal and by a surety, conditioned that if the principal's bid is accepted and a contract is awarded to the principal, the principal, within ten (10) days after the notice of the award, shall execute a contract in accordance with the terms of the bid and the bid bond as required by law, and any regulations and conditions of the City of West Fargo. ALL BID BONDS MUST BE ON THE BID BOND FORM INCLUDED IN THE BIDDING DOCUMENTS. The surety must be licensed to do business in North Dakota and must be licensed as a certified surety in the U.S. Department of the Treasury's Circular 570. A countersignature of a bid bond is not required. If the City of West Fargo elects to award a contract to the lowest responsible bidder, and the lowest responsible bidder does not execute a contract within ten (10) days, the bidder's bond will be forfeited to the City of West Fargo, and the City of West Fargo may award the project to the next lowest responsible bidder.

Each bidder must possess a valid North Dakota contractor's license for the full amount of their bid, as required by N.D.C.C. § 43-07-07. Each bidder **MUST** enclose a copy of their Contractor's License or Certificate of Renewal, issued by the North Dakota Secretary of State, and each license must be valid and dated at least ten (10) days prior to the date set for bid opening, as required under N.D.C.C. § 43-07-12.

The City of West Fargo will not read or consider any bid that does not fully comply with the requirements above, or the requirements of N.D.C.C. § 48-01.2-05. The City of West Fargo reserves the right to reject any and all bids and rebid the project until a satisfactory bid is received.

All bids will be made on the basis of cash payment for such Work. After bid opening, the City of West Fargo will release the bid bonds to all bidders except the three (3) lowest responsible bidders. When the City of West Fargo awards a contract to the lowest responsible bidder, the City of West Fargo will release the remaining bid bonds to the other two (2) bidders. The City of West Fargo reserves the right to hold the three (3) low bids for a period of sixty (60) days after the date of the bid opening.

No bid may be read or considered if the bid does not fully comply with the requirements of this section and that any deficient bid submitted must be resealed and returned to the bidder immediately.

City of West Fargo reserves the right to reject any and all bids and rebid the project until a satisfactory bid is received.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions of Bidders that are included in the bidding documents.

Owner: City of West Fargo

By: Dustin T. Scott

Title: City Administrator

Date: June 15, 2026

Publish Dates: June 24, 2026; July 1, 2026; and July 8, 2026

PROJECT NO. 1352

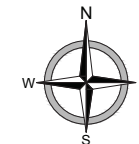
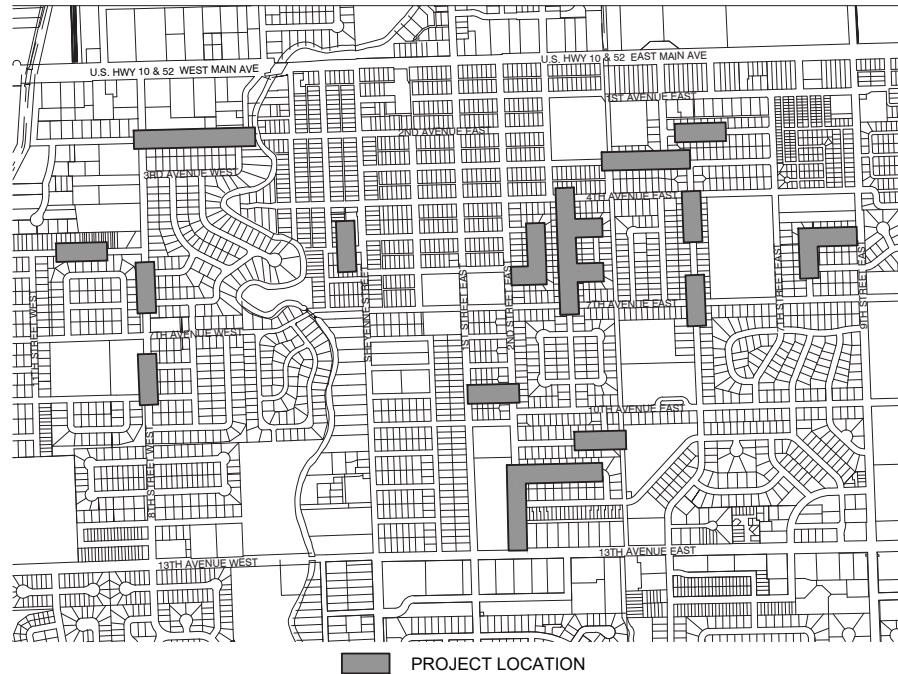


SANITARY SEWER SYSTEM REHABILITATION AND INCIDENTALS



SANITARY SEWER SPOT REPAIRS AND RELINING WEST FARGO, NORTH DAKOTA

VICINITY MAP



PROJECT No. 30569

PRELIMINARY

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING PLANS AND SPECIFICATIONS FOR PROJECT NO. 1352 –
SANITARY SEWER SYSTEM REHABILITATION – SPOT REPAIRS OF THE CITY OF WEST
FARGO

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, North Dakota, that the plans and specifications and estimates of cost for improvements in Project No. 1352 – Sanitary Sewer System Rehabilitation – Spot Repairs of the City of West Fargo heretofore prepared by Jerry Wallace, Engineer for the City, be and the same hereby are approved, ratified and confirmed as the plans and specifications and estimates of cost in accordance with which said improvements shall be constructed and the City Auditor shall file the same in his office open to public inspection.

Dated: June 15, 2026

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

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

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

RESOLUTION DIRECTING AUDITOR TO
ADVERTISE FOR BIDS

WHEREAS, this Board has heretofore created Project No. 1352 – Sanitary Sewer System Rehabilitation – Spot Repairs of the City of West Fargo; and

WHEREAS, plans and specifications and estimates of costs for said Project No. 1352 have heretofore been directed to be prepared by the Engineer for the City of West Fargo; and

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

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

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, Cass County, North Dakota, that the City Auditor be, and he is hereby authorized and directed to cause notice of Advertisement for Bids for the construction of the work heretofore directed to be made in Project No. 1352 – Sanitary Sewer System Rehabilitation – Spot Repairs to be published once each week for *three* consecutive weeks in *The Forum*, and that the City Engineer will meet via video/phone conference, at a time and date to be determined by the City Auditor, for the purpose of revealing and reading aloud bids submitted electronically prior to the time of such meeting in accordance with such published advertisement for bids for the purpose of taking such other and further action with reference thereto as shall then be deemed necessary and expedient. A link for video/phone conference is provided at www.questcdn.com. Such advertisements shall be published in the form as provided in Section 48-01.2 of the North Dakota Century Code as amended.

Dated: June 16, 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. 1358 – New Water Supply, Sewerage, Street Systems, and Incidentals
(Grant 2nd Addition)

Requested Action/Staff Recommendation: Approve Plans and Specifications and Direct Advertisement for
Bids

Presented By: Jerry Wallace, City Engineer

New Information: On May 18th, the Commission directed the preparation of plans and specifications for Improvement District No. 1358, and that process is now complete. If approved tonight, the project will be advertised for public bidding in accordance with state bidding requirements.

Background & Project Summary: The ownership group previously acquired, platted, and rezoned the property in anticipation of turnkey construction of multi-family dwellings. Since that time, market conditions within the City have delayed development of this type.

Current analysis indicates a limited supply of build-ready lots within the City of West Fargo. In response, the owner is pursuing a replat of the property to create a larger inventory of buildable lots, thereby necessitating the requested public infrastructure improvements.

Financial Analysis: In accordance with City policy, the full cost of the proposed improvements will be assessed to the benefiting properties within the district. The expected total cost, including contingencies, is \$1,800,000.

Policy Analysis: The project is consistent with the City's historical policy on greenfield development. The project, and associated special assessments, will be entirely contained within the proposed Grant 2nd Addition. No regional assessments are associated with this work.

Supporting Documents:

- Plan Cover Sheet, which represents the Plans and Specifications (Note: a full plan set is available at the Engineering Department)
- Advertisement for Bids
- Associated Resolutions

Previously Presented Information & Commission Actions:

May 18, 2026 –

- **Staff Recommendation:** Approve both an Engineer's Report and Task order; and Direct Engineer to prepare Plans and Specifications
- **Commission Action:** Commissioner Zundel moved, and Commissioner Jorgensen seconded to approve. Commissioner Anderson voted nay. Commission President Dardis was absent and not voting. Motion carried on a 3:1 vote.

April 20, 2026 –

- **Staff Recommendation:** Accept Petition for Improvements, Create Improvement District No. 1358, and Direct Engineer to prepare an Engineer's Report
- **Commission Action:** Commissioner Zundel moved, and Commissioner Olson seconded to approve. Commissioner Anderson voted nay. Motion carried on a 4:1 vote.

West Fargo City Commission

Bernie Dardis, Commission President

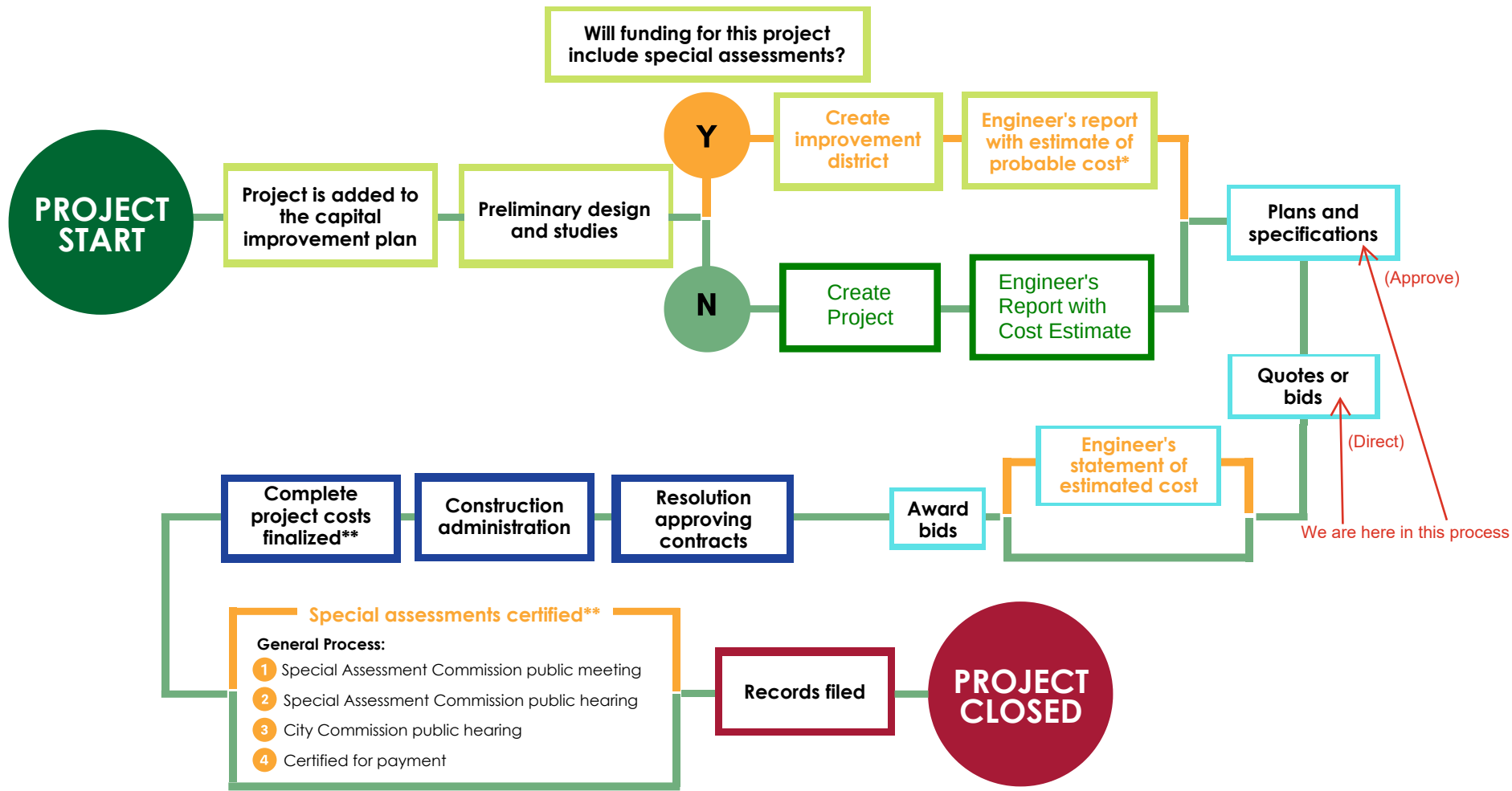
Brad Olson, Commission Vice President

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.

CITY OF WEST FARGO, NORTH DAKOTA
IMPROVEMENT DISTRICT NO. 1358; NEW WATER SUPPLY, SEWERAGE, STREET SYSTEMS, AND
INCIDENTALS
GRANT 2ND ADDITION
ADVERTISEMENT FOR BIDS

City of West Fargo is requesting Bids for the construction of the project listed above.

Bids for the construction of the Project will be received and accepted via electronic bid (vBid) through Quest CDN until **July, 9, 2026** at 10:00 a.m. local time. Bids will be viewed and read via video/phone conference at 10:30 a.m. Mailed or hand delivered bids will not be opened or considered. Link for the video/phone conference is provided at www.mooreengineeringinc.com by clicking the Bid Information tab, or at www.Quest CDN.com.

The Project consists of constructing sanitary sewer mains and services, water mains and services, storm sewer, asphalt streets with curb and gutter, street lights and other miscellaneous installations.

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

Digital project bidding documents will be available at www.mooreengineeringinc.com by clicking the Bid Information tab, or at www.Quest CDN.com. You may download the complete set of digital documents for a nonrefundable fee of \$50.00 by locating eBidDoc™ Number **10223995** on the website. Contact Quest CDN Customer Support at 952-233-1632 or info@Quest CDN.com for assistance in membership registration, downloading digital project information, and vBid online bid submittal questions.

Each bid must be accompanied by a bidder's bond in a sum equal to 5% of the full amount of the bid executed by the bidder as principal and by a surety, conditioned that if the principal's bid is accepted and a contract is awarded to the principal, the principal, within ten (10) days after the notice of the award, shall execute a contract in accordance with the terms of the bid and the bid bond as required by law, and any regulations and conditions of the City of West Fargo. ALL BID BONDS MUST BE ON THE BID BOND FORM INCLUDED IN THE BIDDING DOCUMENTS. The surety must be licensed to do business in North Dakota and must be licensed as a certified surety in the U.S. Department of the Treasury's Circular 570. A countersignature of a bid bond is not required. If the City of West Fargo elects to award a contract to the lowest responsible bidder, and the lowest responsible bidder does not execute a contract within ten (10) days, the bidder's bond will be forfeited to the City of West Fargo, and the City of West Fargo may award the project to the next lowest responsible bidder.

Each bidder must possess a valid North Dakota contractor's license for the full amount of their bid, as required by N.D.C.C. § 43-07-07. Each bidder **MUST** enclose a copy of their Contractor's License or Certificate of Renewal, issued by the North Dakota Secretary of State, and each license must be valid and dated at least ten (10) days prior to the date set for bid opening, as required under N.D.C.C. § 43-07-12.

The City of West Fargo will not read or consider any bid that does not fully comply with the requirements above, or the requirements of N.D.C.C. § 48-01.2-05. The City of West Fargo reserves the right to reject any and all bids and rebid the project until a satisfactory bid is received.

All bids will be made on the basis of cash payment for such Work. After bid opening, the City of West Fargo will release the bid bonds to all bidders except the three (3) lowest responsible bidders. When the City of West Fargo awards a contract to the lowest responsible bidder, the City of West Fargo will release the remaining bid bonds to the other two (2) bidders. The City of West Fargo reserves the right to hold the three (3) low bids for a period of sixty (60) days after the date of the bid opening.

No bid may be read or considered if the bid does not fully comply with the requirements of this section and that any deficient bid submitted must be resealed and returned to the bidder immediately.

City of West Fargo reserves the right to reject any and all bids and rebid the project until a satisfactory bid is received.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions of Bidders that are included in the bidding documents.

Owner: City of West Fargo

By: Dustin T. Scott

Title: City Administrator

Date: June 15, 2026

Publish Dates: June 24, 2026 and July 1, 2026

IMPROVEMENT DISTRICT NO. 1358

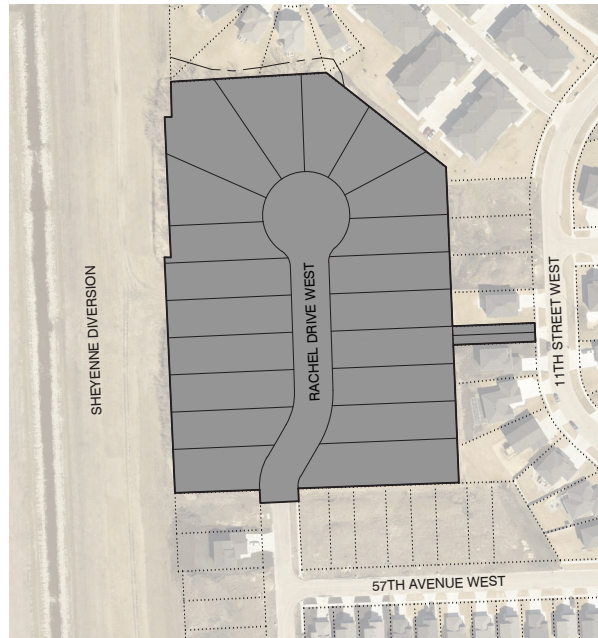


NEW WATER SUPPLY, SEWERAGE, STREET SYSTEMS AND INCIDENTALS

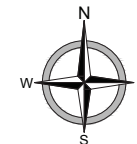


GRANT 2ND ADDITION WEST FARGO, NORTH DAKOTA

VICINITY MAP



PROJECT LOCATION



PROJECT No. 31434

PRELIMINARY

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING PLANS AND SPECIFICATIONS FOR IMPROVEMENTS IN
IMPROVEMENT DISTRICT NO. 1358- NEW WATER SUPPLY, SEWERAGE, STREET
SYSTEMS; AND INCIDENTALS OF THE CITY OF WEST FARGO

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, North Dakota, that the plans and specifications and estimates of cost for improvements in Improvement District No. 1358 – New Water Supply, Sewerage, Street Systems, and Incidentals of the City of West Fargo heretofore prepared by Jerry Wallace, Engineer for the City, be and the same hereby are approved, ratified and confirmed as the plans and specifications and estimates of cost in accordance with which said improvements shall be constructed and the City Auditor shall file the same in his office open to public inspection.

Dated: June 15, 2026

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

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

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

RESOLUTION DIRECTING AUDITOR TO
ADVERTISE FOR BIDS

WHEREAS, this Board has heretofore created Improvement District No. 1358 – New Water Supply, Sewerage, Street Systems, and Incidentals of the City of West Fargo; and

WHEREAS, plans and specifications and estimates of costs for said Improvement District No. 1358 have heretofore been directed to be prepared by the Engineer for the City of West Fargo; and

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

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

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, Cass County, North Dakota, that the City Auditor be, and he is hereby authorized and directed to cause notice of Advertisement for Bids for the construction of the work heretofore directed to be made in Improvement District No. 1358 – New Water Supply, Sewerage, Street Systems, and Incidentals to be published once each week for **two** consecutive weeks in *The Forum*, and that the City Engineer will meet via video/phone conference, at a time and date to be determined by the City Auditor, for the purpose of revealing and reading aloud bids submitted electronically prior to the time of such meeting in accordance with such published advertisement for bids for the purpose of taking such other and further action with reference thereto as shall then be deemed necessary and expedient. A link for video/phone conference is provided at www.questcdn.com. Such advertisements shall be published in the form as provided in Section 48-01.2 of the North Dakota Century Code as amended.

Dated: June 15, 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 – 9th St W at Mulberry Ln & 50th Ave W

Requested Action/Staff Recommendation: Rename District to Improvement District No. 1360 – New Water Supply, Sewerage, Street Systems, and Incidentals – Hope Lutheran Addition, Approve Plans and Specifications and Direct Advertisement for Bids

Presented By: Jerry Wallace, City Engineer

New Information: On June 1, 2026, the Commission approved the Engineer's Report and directed the Engineer to prepare Plans and Specifications. If approved, the project will proceed to the bidding phase for construction in 2026. The improvement district is being renamed and renumbered to more accurately reflect the underground utility components of the project's nature, scope, and location.

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:

- Plan Cover Sheet, which represents the Plans and Specifications (Note: a full plan set is available at the Engineering Department)
- Advertisement for Bids
- Associated Resolutions

Previously Presented Information & Commission Actions:

June 1, 2026 –

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

April 20, 2026 –

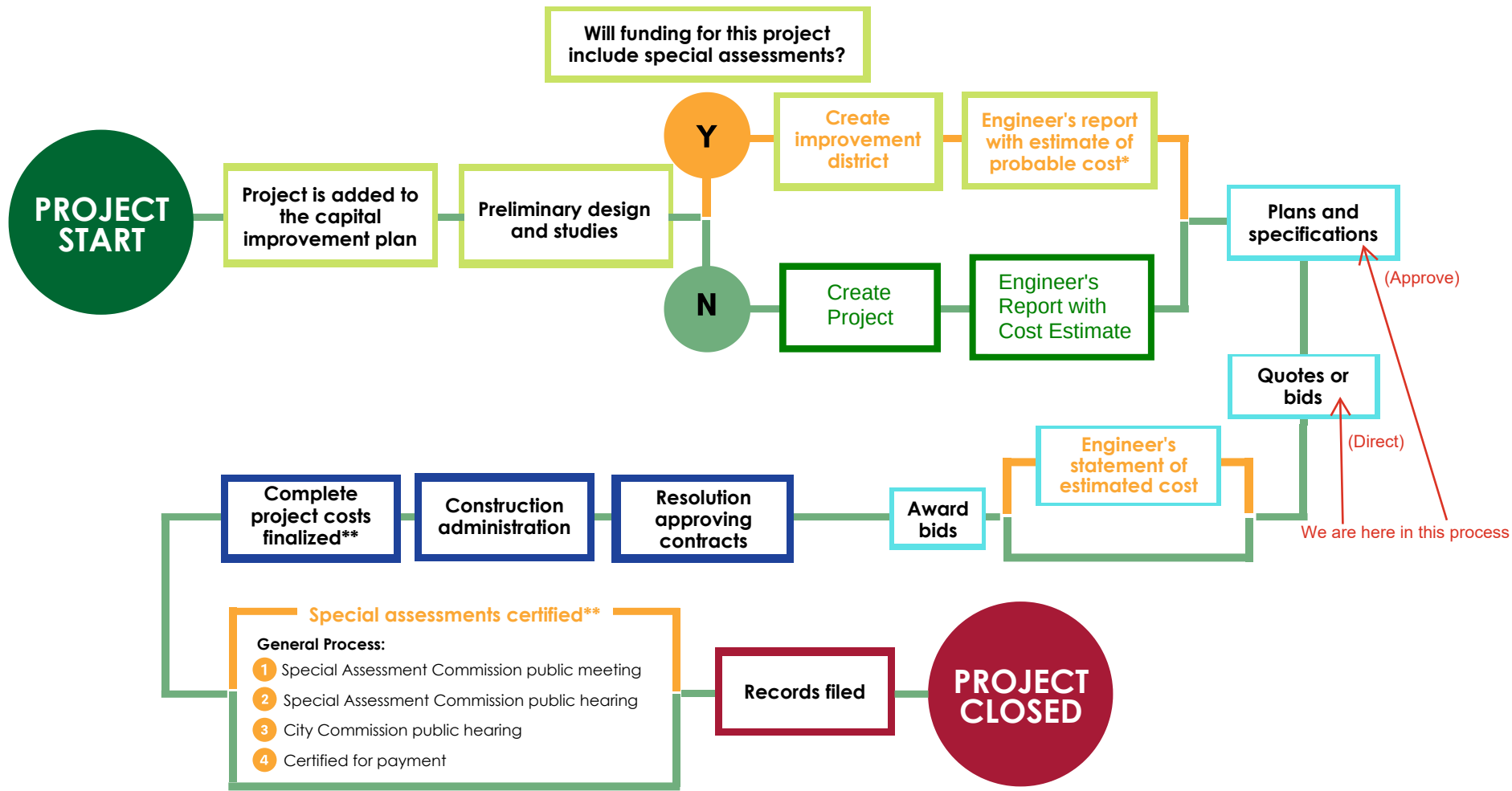
- **Staff Recommendation:** Accept Petition for Improvements, Create Improvement District No. 2301, and Direct Engineer to prepare an Engineer's Report
- **Commission Action:** Commissioner Olson moved and Commissioner Zundel seconded to approve. Commissioner Anderson voted nay, motion carried on a 4:1 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.

IMPROVEMENT DISTRICT NO. 1360
NEW WATER SUPPLY, SEWERAGE, STREET SYSTEMS, AND INCIDENTALS - HOPE LUTHERAN ADDITION
WEST FARGO, NORTH DAKOTA

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



LOCATION MAP
NTS

 CITY OF WEST FARGO 2515 6th Street East West Fargo, ND 58078	SCALE:	N/A
	PROJECT NUMBER:	1360
	SHEET NUMBER:	G-001

CITY OF WEST FARGO, NORTH DAKOTA
IMPROVEMENT DISTRICT NO. 1360
NEW WATER SUPPLY, SEWERAGE, STREET SYSTEMS, AND INCIDENTALS
HOPE LUTHERAN ADDITION

City of West Fargo is requesting Bids for the construction of the project listed above.

Bids for the construction of the Project will be received and accepted via electronic bid (vBid) through QuestCDN until July 9, 2026, at 3:00 p.m. local time. Bids will be viewed and read via video/phone conference at 3:30 p.m. the same day. Mailed or hand delivered bids will not be opened or considered. Link for the video/phone conference is provided at www.westfargond.gov/268/Engineer by clicking the Project Bid Information tab, or at www.questcdn.com.

The Project consists of sanitary sewer mains, water mains, storm sewer, concrete pavement, curb and gutter, street lighting, sidewalks, and other miscellaneous installations.

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

Digital project bidding documents will be available at <https://www.westfargond.gov/268/Engineer> by clicking the Project Bid Information tab, or at www.questcdn.com. You may download the complete set of digital documents for a nonrefundable fee of \$42.00 by locating eBidDoc™ Number 10227199 on the website. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in membership registration, downloading and working with this digital project information, and online bid submittal.

Each bid must be accompanied by a bidder's bond in a sum equal to 5% of the full amount of the bid executed by the bidder as principal and by a surety, conditioned that if the principal's bid is accepted and a contract is awarded to the principal, the principal, within ten (10) days after the notice of the award, shall execute a contract in accordance with the terms of the bid and the bid bond, and any conditions of the City of West Fargo, as required by law. A countersignature of a bid bond is not required. If the City of West Fargo elects to award a contract to the lowest responsible bidder, and the lowest responsible bidder does not execute a contract within ten (10) days, the bidder's bond will be forfeited to the City of West Fargo, and the City of West Fargo may award the project to the next lowest responsible bidder.

Each bidder must possess a valid North Dakota contractor's license for the full amount of their bid, as required by N.D.C.C. § 43-07-7. Each bidder MUST enclose a copy of their Contractor's License or Certificate of Renewal, issued by the North Dakota Secretary of State, and each license must be valid and dated at least 10 days prior to the date set for bid opening, as required under N.D.C.C. § 43-07-12.

The City of West Fargo will not read or consider any bid that does not fully comply with the requirements above, or the requirements of N.D.C.C. § 48-01.2-05

Owner: City of West Fargo
By: Dustin T. Scott
Title: City Administrator
Date: June 15, 2026

Publish Dates: June 24, 2026 and July 1, 2026

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

RESOLUTION RENAMING EXISTING IMPROVEMENT DISTRICT NO. 2301

WHEREAS, on April 20, 2026, the Board of City Commissioners of the City of West Fargo entertained a motion and subsequently voted to create Improvement District No. 2301, titled Intersection Improvements and Incidentals – 9th St W at Mulberry Ln & 50th Ave W, for the purpose of improvements consisting of installing a southbound to eastbound left turn lane to service the traffic flow at the intersection of 9th St W and Mulberry Ln, a northbound to eastbound right turn lane to service the traffic flow at the intersection of 9th St W and 50th Ave W, a water main stub to the property at Mulberry Ln, and sanitary sewer, water main and storm sewer stub to the property at 50th Ave W ; and

WHEREAS, pursuant to North Dakota Century Code § 40-22-08 an improvement district shall be designated by a name appropriate to the type of improvement for the making of which it is created and by a number distinguishing it from other improvement districts; and

WHEREAS, the governing body finds it necessary and in the public interest to rename and renumber the improvement district to more accurately reflect the nature, scope, and location of the improvements;

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, North Dakota, that:

1. Improvement District No. 2301, previously titled Intersection Improvements and Incidentals – 9th St W at Mulberry Ln & 50th Ave W, is hereby renamed and shall henceforth be known as: Improvement District No. 1360 – New Water Supply, Sewerage, Street Systems, and Incidentals – Hope Lutheran Addition
2. All prior actions, proceedings, plans, and assessments related to the improvement district remain in full force and effect and are not altered by this renaming.
3. Effective Date: This Resolution shall take effect immediately upon its passage

Date: June 15, 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 APPROVING PLANS AND SPECIFICATIONS FOR IMPROVEMENTS IN
IMPROVEMENT DISTRICT NO. 1360 - NEW WATER SUPPLY, SEWERAGE, STREET
SYSTEMS, AND INCIDENTALS – HOPE LUTHERAN ADDITION
OF THE CITY OF WEST FARGO

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, North Dakota, that the plans and specifications and estimates of cost for improvements in Improvement District No. 1360 - New Water Supply, Sewerage, Street Systems, and Incidentals – Hope Lutheran Addition of the City of West Fargo heretofore prepared by Jerry Wallace, Engineer for the City, be and the same hereby are approved, ratified and confirmed as the plans and specifications and estimates of cost in accordance with which said improvements shall be constructed and the City Auditor shall file the same in his office open to public inspection.

Dated: June 15, 2026

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. On roll call vote the following commissioners voted aye: _____.
The following commissioners voted nay: _____. The following commissioners were absent and

not voting: _____. The majority having voted aye, the motion carried, and the resolution was duly adopted.

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

RESOLUTION DIRECTING AUDITOR TO
ADVERTISE FOR BIDS

WHEREAS, this Board has heretofore created Improvement District No. 1360 - New Water Supply, Sewerage, Street Systems, and Incidentals – Hope Lutheran Addition of the City of West Fargo; and

WHEREAS, plans and specifications and estimates of costs for said Improvement District No. 1360 have heretofore been directed to be prepared by the Engineer for the City of West Fargo; and

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

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

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, Cass County, North Dakota, that the City Auditor be, and she is hereby authorized and directed to cause notice of Advertisement for Bids for the construction of the work heretofore directed to be made in Improvement District No. 1360 - New Water Supply, Sewerage, Street Systems, and Incidentals – Hope Lutheran Addition to be published once each week for **two** consecutive weeks in *The Forum*, and that the City Engineer will meet via video/phone conference, at a time and date to be determined by the City Auditor, for the purpose of revealing and reading aloud bids submitted electronically prior to the time of such meeting in accordance with such published advertisement for bids for the purpose of taking such other and further action with reference thereto as shall then be deemed necessary and expedient. A link for video/phone conference is provided at www.questcdn.com. Such advertisements shall be published in the form as provided in Section 48-01.2 of the North Dakota Century Code as amended.

Dated: June 15, 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. 2288 – 52nd Ave & 9th St W Intersection Improvements

Requested Action/Staff Recommendation: Adopt Resolution to Dissolve Improvement District

Presented By: Jerry Wallace, City Engineer

New Information: During the June 1, 2026, Commission Meeting, the Commission voted to stop all work associated with Improvement District No. 2288 and to return the awarded funding back to the NDDOT. In accordance with that direction, a Resolution Dissolving Improvement District No. 2288 has been prepared and is attached for Commission approval.

Supporting Documents:

- Associated Resolution

Previously Presented Information & Commission Actions:

June 1, 2026 –

- **Staff Recommendation:** Project Update and Direct Staff Regarding Project Scope and Funding
- **Commission Action:** Commissioner Anderson moved to Stop all work and return funding back to NDDOT, and Commissioner Jorgensen seconded to approve. Commissioner Olson Opposed, motion carried on a 4:1 vote.

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

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION TO DISSOLVE IMPROVEMENT DISTRICT NO. 2288
(52nd Ave & 9th St W Intersection Improvements)

BE IT RESOLVED by the board of City Commissioners of the City of West Fargo, that no further work shall be performed in Improvement District No. 2288 and said Improvement District is hereby dissolved.

Date: June 15, 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 were absent and not voting: _____. The majority, having voted aye, the motion carried and the resolution was duly adopted.

Item Title: Improvement District No's 1345, 1353 and 2290

Requested Action/Staff Recommendation: Adopt Amended Resolutions to Direct Assessments to be Levied

Presented By: Jerry Wallace, City Engineer

New Information: Capitalized interest costs are being removed from the Resolutions, as staff has confirmed that the assessments to be levied can be completed in 2026.

Financial Analysis: The projects have been completed, and refunding improvement bonds are currently being procured to fund project reimbursement. Assessments are required to repay the bonds and to 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 Amended Resolutions Directing Assessments to be Levied

Previously Presented Information & Commission Actions:

June 1, 2026 –

- **Staff Recommendation:** Approve Declaration of Intent for each District and Adopt Resolutions Directing Assessments to be Levied
- **Commission Action:** Commissioner Anderson moved and Commissioner Jorgensen 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:

AMENDED
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
Testing	45,469.00
Legal	7,243.00
Advertising/Misc.	142.88
Administration	130,676.00
Engineering Administration	43,559.00
Bond Counsel	6,969.70
Municipal Advisory	16,727.27
Rating Agency Fee	16,727.27
Underwriting Fee	59,800.00
Fiscal Agent	348.48
Special Assessment Commission	240.00
Miscellaneous Fees	1,164.34
Contingencies	<u>46,836.17</u>
TOTAL:	\$ 6,136,784.35

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 15, 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.

Commissioner _____ introduced the following resolution and moved its adoption:

AMENDED
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
Testing	26,236.10
Legal	5,517.00
Advertising/Misc.	188.48
Administration	44,498.00
Engineering Administration	14,833.00
Bond Counsel	2,395.10
Municipal Advisory	5,748.25
Rating Agency Fee	5,748.25
Underwriting Fee	20,550.00
Fiscal Agent	119.76
Special Assessment Commission	240.00
Miscellaneous Fees	400.13
Contingencies	<u>2,195.68</u>
 TOTAL:	 \$ 2,109,294.45

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 15, 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.

Commissioner _____ introduced the following resolution and moved its adoption:

AMENDED
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
Testing	8,291.00
Legal	11,980.00
Advertising/Misc.	1,185.64
Administration	28,291.00
Engineering Administration	9,430.00
Bond Counsel	635.20
Municipal Advisory	1,524.48
Rating Agency Fee	1,524.48
Underwriting Fee	5,450.00
Fiscal Agent	31.76
Special Assessment Commission	240.00
Miscellaneous Fees	106.12
Contingencies	<u>5,282.05</u>
 TOTAL:	 \$1,114,122.08
 LESS: City Funds	 <u>557,061.04</u>
 TOTAL TO BE ASSESSED:	 \$ 557,061.04

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 15, 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.



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

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

Full, Legal Name of Gaming Organization

West Fargo Hockey Association

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

Blarney Stone Pub of West Fargo

Street

1910 9th St E

City

West Fargo

ZIP Code

58078

County

Cass

Beginning Date(s) Authorized

07-01-2026

Ending Date(s) Authorized

06-30-2027

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

0

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

Mid section of the bar area

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

- | | | |
|---|--|--|
| ☐ Bingo | ☐ Club Special | ☐ Sports Pools |
| ☐ ELECTRONIC Quick Shot Bingo | ☐ Tip Board | ☒ Twenty-One |
| ☒ Raffles | ☐ Seal Board | ☒ Poker |
| ☐ ELECTRONIC 50/50 Raffle | ☐ Punchboard | ☐ Calcuttas |
| ☒ Pull Tab Jar | ☐ Prize Board | ☒ Paddlewheel with Tickets |
| ☒ Pull Tab Dispensing Device | ☐ Prize Board Dispensing Device | ☐ Paddlewheel Table |
| ☒ ELECTRONIC Pull Tab Device | | |

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

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

Full, Legal Name of Gaming Organization

West Fargo Hockey Association

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

Bostons Pizza

Street

1640 13th Ave E

City

West Fargo

ZIP Code

58078

County

Cass

Beginning Date(s) Authorized

07-01-2026

Ending Date(s) Authorized

06-30-2027

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

0

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

South side of the bar area

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

- | | | |
|---|--|--|
| ☒ Bingo | ☐ Club Special | ☒ Sports Pools |
| ☐ ELECTRONIC Quick Shot Bingo | ☐ Tip Board | ☒ Twenty-One |
| ☒ Raffles | ☐ Seal Board | ☒ Poker |
| ☐ ELECTRONIC 50/50 Raffle | ☐ Punchboard | ☐ Calcuttas |
| ☒ Pull Tab Jar | ☐ Prize Board | ☒ Paddlewheel with Tickets |
| ☒ Pull Tab Dispensing Device | ☐ Prize Board Dispensing Device | ☒ Paddlewheel Table |
| ☒ ELECTRONIC Pull Tab Device | | |

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

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

Full, Legal Name of Gaming Organization

West Fargo Hockey Association

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

Hooligans

Street

509 32nd Ave W

City

West Fargo

ZIP Code

58078

County

Cass

Beginning Date(s) Authorized

07-01-2026

Ending Date(s) Authorized

06-30-2027

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

1

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

Mid section of the bar area

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

- | | | |
|---|--|--|
| ☒ Bingo | ☐ Club Special | ☒ Sports Pools |
| ☐ ELECTRONIC Quick Shot Bingo | ☐ Tip Board | ☒ Twenty-One |
| ☒ Raffles | ☐ Seal Board | ☒ Poker |
| ☐ ELECTRONIC 50/50 Raffle | ☐ Punchboard | ☐ Calcuttas |
| ☒ Pull Tab Jar | ☐ Prize Board | ☒ Paddlewheel with Tickets |
| ☒ Pull Tab Dispensing Device | ☐ Prize Board Dispensing Device | ☒ Paddlewheel Table |
| ☒ ELECTRONIC Pull Tab Device | | |

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

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

Full, Legal Name of Gaming Organization

West Fargo Hockey Association

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

Mackenzie River Pizza

Street

819 24th Ave E

City

West Fargo

ZIP Code

58078

County

Cass

Beginning Date(s) Authorized

07-01-2026

Ending Date(s) Authorized

06-30-2027

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

0

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

Southwest corner of the bar area

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

- | | | |
|---|--|--|
| ☐ Bingo | ☐ Club Special | ☐ Sports Pools |
| ☐ ELECTRONIC Quick Shot Bingo | ☐ Tip Board | ☐ Twenty-One |
| ☒ Raffles | ☐ Seal Board | ☐ Poker |
| ☐ ELECTRONIC 50/50 Raffle | ☐ Punchboard | ☐ Calcuttas |
| ☐ Pull Tab Jar | ☐ Prize Board | ☒ Paddlewheel with Tickets |
| ☒ Pull Tab Dispensing Device | ☐ Prize Board Dispensing Device | ☐ Paddlewheel Table |
| ☒ ELECTRONIC Pull Tab Device | | |

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

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

Full, Legal Name of Gaming Organization

West Fargo Hockey Association

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

M&J Saloon

Street

817 Main Ave W

City

West Fargo

ZIP Code

58078

County

Cass

Beginning Date(s) Authorized

07-01-2026

Ending Date(s) Authorized

06-30-2027

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

1

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

Northwest corner of the bar

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

- | | | |
|---|--|--|
| ☒ Bingo | ☐ Club Special | ☒ Sports Pools |
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| ☒ Raffles | ☐ Seal Board | ☒ Poker |
| ☐ ELECTRONIC 50/50 Raffle | ☐ Punchboard | ☐ Calcuttas |
| ☒ Pull Tab Jar | ☒ Prize Board | ☒ Paddlewheel with Tickets |
| ☒ Pull Tab Dispensing Device | ☐ Prize Board Dispensing Device | ☒ Paddlewheel Table |
| ☒ ELECTRONIC Pull Tab Device | | |

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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Attorney General

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

G - _____ (_____) _____

Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

West Fargo Hockey Association

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

Pubwest

Street 3140 Bluestem Dr	City West Fargo	ZIP Code 58078	County Cass
Beginning Date(s) Authorized 07-01-2026	Ending Date(s) Authorized 06-30-2027	Number of Twenty-One tables, if zero, enter "0" 2	

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

North end of the bar

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

☒ Bingo	☐ Club Special	☒ Sports Pools
☐ ELECTRONIC Quick Shot Bingo	☐ Tip Board	☒ Twenty-One
☒ Raffles	☐ Seal Board	☒ Poker
☐ ELECTRONIC 50/50 Raffle	☐ Punchboard	☐ Calcuttas
☒ Pull Tab Jar	☐ Prize Board	☒ Paddlewheel with Tickets
☒ Pull Tab Dispensing Device	☐ Prize Board Dispensing Device	☒ Paddlewheel Table
☒ ELECTRONIC Pull Tab Device		

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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APPROVALS

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

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

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

Full, Legal Name of Gaming Organization

West Fargo Hockey Association

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

Saloon 95

Street

701 Main Ave E

City

West Fargo

ZIP Code

58078

County

Cass

Beginning Date(s) Authorized

07-01-2026

Ending Date(s) Authorized

06-30-2027

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

1

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

South end of the bar and the middle west side

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

- | | | |
|---|--|--|
| ☒ Bingo | ☐ Club Special | ☒ Sports Pools |
| ☐ ELECTRONIC Quick Shot Bingo | ☐ Tip Board | ☒ Twenty-One |
| ☒ Raffles | ☐ Seal Board | ☒ Poker |
| ☐ ELECTRONIC 50/50 Raffle | ☐ Punchboard | ☐ Calcuttas |
| ☒ Pull Tab Jar | ☐ Prize Board | ☒ Paddlewheel with Tickets |
| ☒ Pull Tab Dispensing Device | ☐ Prize Board Dispensing Device | ☒ Paddlewheel Table |
| ☒ ELECTRONIC Pull Tab Device | | |

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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APPROVALS

Attorney General

Date

Signature of City/County Official

Date

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

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Bismarck, ND 58505-0040
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GAMING SITE AUTHORIZATION
ND OFFICE OF ATTORNEY GENERAL
SFN 17996 (4-2023)

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

Full, Legal Name of Gaming Organization

West Fargo Baseball, 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

Unhyged

Street 3330 Sheyenne St. Suite 116	City West Fargo	ZIP Code 58078	County Cass
Beginning Date(s) Authorized 07/01/2026	Ending Date(s) Authorized 06/30/2027	Number of Twenty-One tables, if zero, enter "0" 2	

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

Bar Area

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

☒ Bingo	☐ Club Special	☐ Sports Pools
☐ ELECTRONIC Quick Shot Bingo	☐ Tip Board	☒ Twenty-One
☒ Raffles	☐ Seal Board	☐ Poker
☐ ELECTRONIC 50/50 Raffle	☐ Punchboard	☐ Calcuttas
☒ Pull Tab Jar	☒ Prize Board	☐ Paddiewheel with Tickets
☒ Pull Tab Dispensing Device	☐ Prize Board Dispensing Device	☒ Paddlewheel Table
☒ ELECTRONIC Pull Tab Device		

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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APPROVALS

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

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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 TOPPERS CUSTOM CAR CLUB		Dates of Activity (Does not include dates for the sales of tickets) 5/15 THRU 9/19/26	
Organization or Group Contact Person RICH BARNES	E-mail RICHBARNES47@GMAIL	Telephone Number 701-219-3304	
Business Address P.O. BOX 3171	City FARGO	State ND	ZIP Code 58108
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name WEST FARGO CRUISE NITE		County CASS	
Site Physical Address SHEYENNE ST.	City WEST FARGO	State ND	ZIP Code 58078
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) 3RD THURSDAY 6/18 7/16 8/20 9/17			

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

Game Type	Description of Prize	Exact Retail Value of Prize
	GIFT CARD SCHEELS (1)	\$2500
	HARBOR FREIGHT GIFT CARD(1)	\$1000
	LOWES, MENARDS, HOME DEPOT GIFT CARDS (3) \$500 EA	1500
Total (limit \$50,000 per year)		\$ 5000

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds DONATIONS TO NEEDED ORGANIZATIONS/INDIVIDUALS	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) ☐ Yes ☒ No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) ☐ Yes ☒ No	
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) ☐ No ☒ Yes - Total Retail Value: (This amount is part of the total prize limit for \$50,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) ☐ Yes ☒ No	

Printed Name of Organization Group's Permit Organizer RICH BARNES	Telephone Number 701-219-3304	E-mail Address RICHBARNES47@GMAIL.COM
Signature of Organization Group's Permit Organizer Rich Barnes	Title PRESIDENT	Date 6/4/26



LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

Printed Name of Organization Group's Permit Organizer <i>Hunter Seifert</i>	Telephone Number <i>701-941-0968</i>	E-mail Address <i>hunter.seifert@vwfnd.org</i>
Signature of Organization Group's Permit Organizer <i>[Signature]</i>	Title <i>President</i>	Date <i>6-2-26</i>

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Lisa Sankey

2. PHONE NUMBER: 515-5376 DATE: June 5, 2026

3. AGENDA TITLE:

A26-4 Grant 2nd Addition Final Plat Approval

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

Approve final plat of Montgomery Homestead 3rd Addition. At their May 12, 2026 meeting, the West Fargo Planning and Zoning Commission voted to recommend approval of the proposed replat on the basis it is consistent with City plans and ordinances, as well as associated subdivision improvement agreement and Cass Rural Water Users Water Service Cooperation Agreement.

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

1131 Rachel Dr (Lot 1, Block 1 of Grant Addition & Lot 57, Block 1 of The Wilds 11th Addition).

6. ACTION BEING REQUESTED FROM CITY COMMISSION:

Approve Final Plat including associated subdivision improvement agreement and water service cooperation agreement.

STAFF REPORT

A26-4 REPLAT	
Grant 2 nd Addition	
1131 Rachel Dr (Lot 1, Block 1 of Grant Addition & Lot 57, Block 1 of The Wilds 11th Addition)	
Owner: Rob Jordahl, J & O Real Estate, LLC Applicant: Jon Youness, EagleRidge Development	Staff Contact: Lisa Sankey
Planning & Zoning Commission Public Hearing:	05-12-2026 - Approved
City Commission Final Plat Approval:	06-15-2026

PURPOSE:

Replat a lot for single family dwellings.

STATEMENTS OF FACT:

Land Use Classification:	G-2: Sub-Urban – Growth Sector
Existing Land Use:	Vacant
Current Zoning District(s):	R-2: Limited Multiple Dwelling; P: Public Facilities
Zoning Overlay District(s):	N/A
Proposed Zoning District(s):	N/A
Proposed Lot size(s) or range:	1,985 to 19,984 square feet
Total area size:	6.67 Acres
Adjacent Zoning Districts:	North – R-1SM: Mixed One & Two Family Dwellings; R-2: Limited Multiple Dwellings South– R-1SM: Mixed One & Two Family Dwellings West – A: Agricultural (Horace/Sheyenne Diversion) East - R-1: One and Two Family Dwellings
Adjacent street(s):	Rachel Dr W (Local); existing access easement/driveway to 11 th St W (to be vacated)
Adjacent Bike/Pedestrian Facilities:	Sidewalks along Rachel Drive West
Available Parks/Trail Facilities:	Park within the Wilds development accessible by multi-use path and sidewalks
Land Dedication Requirements:	n/a

DISCUSSION AND OBSERVATIONS:

- In 2022, this property was platted and zoned for a future medium density/multiple family residential development.
- The applicant has submitted a request for a subdivision replat to develop single family dwellings.
- The preliminary plat shows 22 single family lots with right-of-way for Rachel Drive West.
- A P: Public Facilities zoned lot to the east in The Wilds 11th Addition is also included in the replat. This is a City owned lot, which was platted and paved to provide legal access to the original farmstead that predated the Grant 1st Addition. Because this access lot is no longer necessary due to the layout of the proposed subdivision, staff requested that this lot be replatted into two lots as part of this subdivision. This will help facilitate potential future sale of this City-owned land.

STAFF REPORT

- A cash-in-lieu of land dedication was paid as part of the original Grant Addition, so land dedication is not required.
- The existing Grant 1st Addition subdivision agreement which provided details regarding the public access easements connecting Rachel Drive as well as the City owned lot, information on stormwater, sewer and water services, etc., will need to be voided and replaced by new agreement

NOTICES:

Sent to: Hearing notice published in official newspaper and information sent to applicable agencies and departments

Comments Received:

- No comments received to-date.

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

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

PLANNING & ZONING COMMISSION ACTION:

At their May 12, 2026 meeting, the West Fargo Planning and Zoning Commission voted to recommend approval of the proposed replat on the basis it is consistent with City Plans and Ordinances subject to the following:

1. A signed subdivision improvement agreement is received prior to final plat approval..

RECOMMENDATIONS:

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

Attachments:

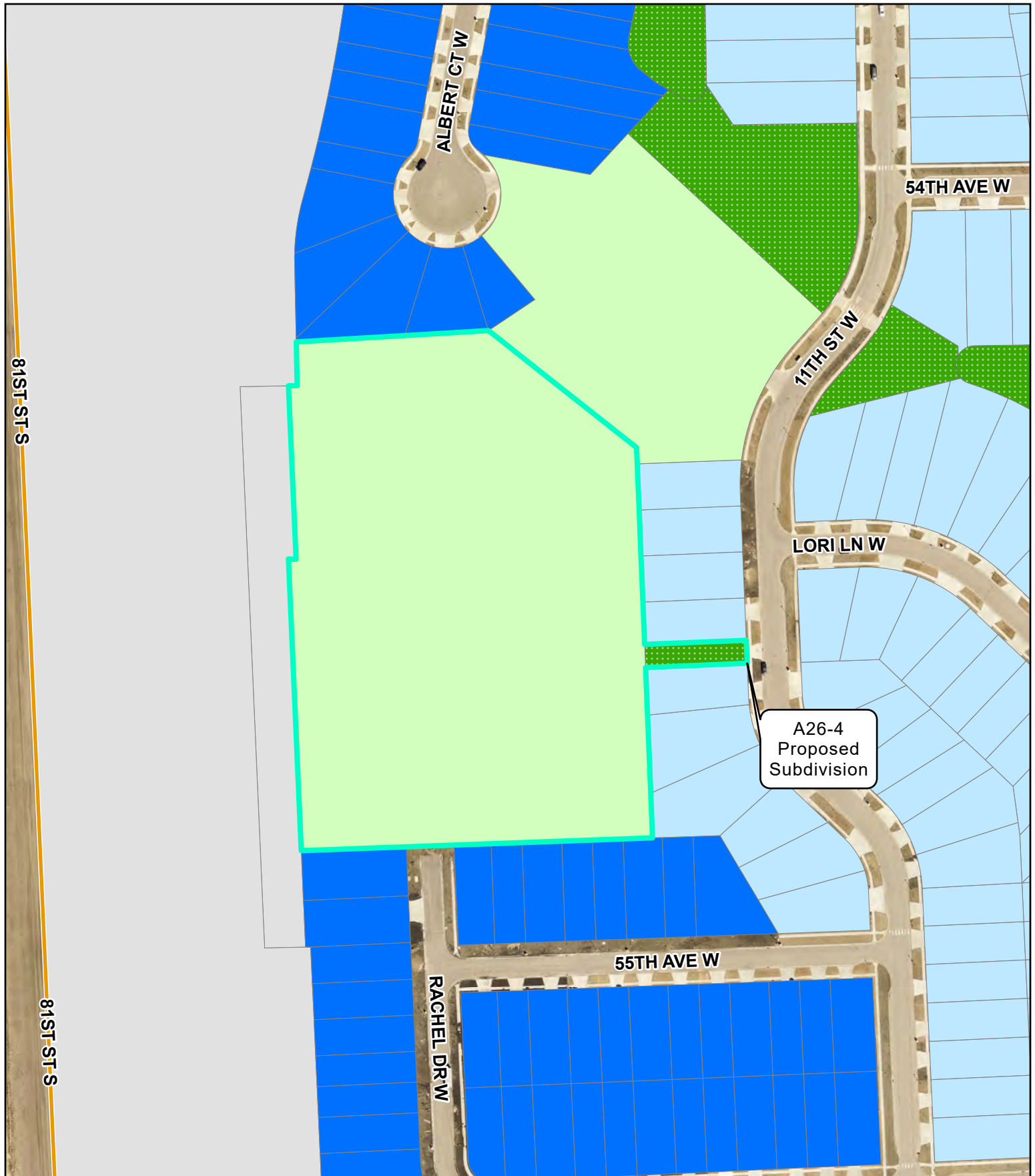
- Aerial map
- Zoning map
- Preliminary Plat with Aerial Photography
- Final Plat
- Subdivision Agreement
- Cass Rural Water Users Water Service Cooperation Agreement



Features

- Agenda Zone
- City Limits
- Lots





West Fargo Zoning

A: Agricultural	LI: Light Industrial	R-1SM: Mixed One and Two Family Dwelling
C: Light Commercial	M: Heavy Industrial	R-2: Limited Multiple Dwelling
C-OP: Commercial Office Park	P: Public	R-3: Multiple Dwelling
DMU: Downtown Mixed Use	PUD: Planned Unit Development	R-4: Mobile Home
EMU: Entertainment Mixed Use	R-L1A: Large Lot Single Family Dwelling	R-5: Manufactured Home Subdivision
HC: Heavy Commercial	R-1A: Single Family Dwelling	R-1E: Rural Estate
	R-1: One and Two Family Dwelling	R-R: Rural Residential

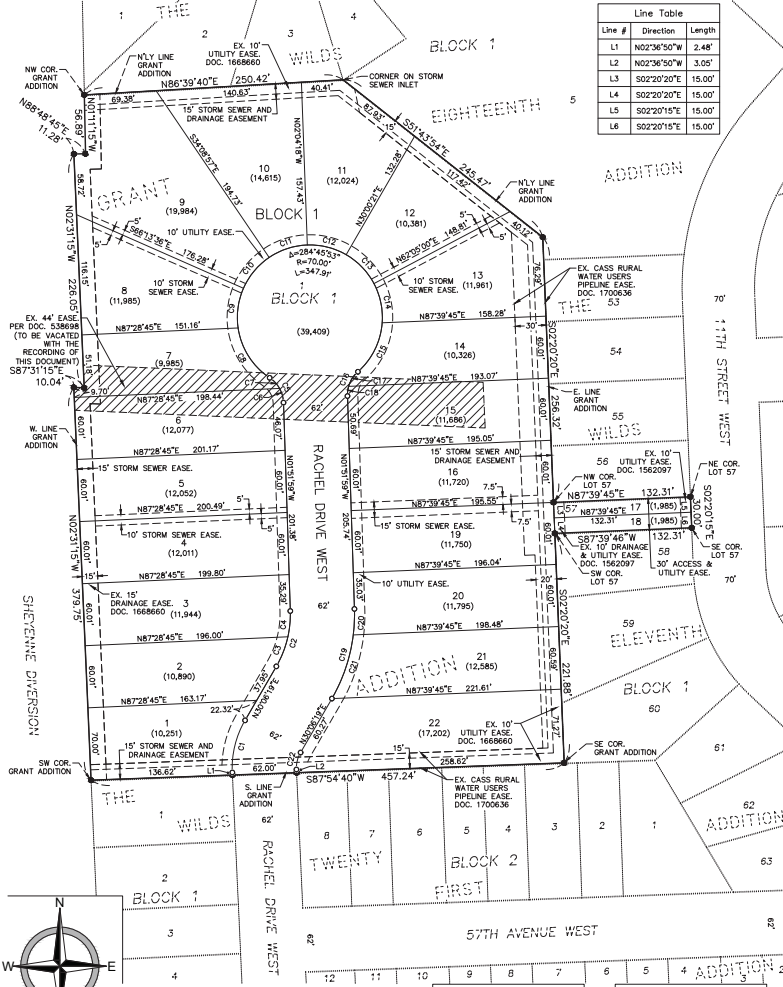


Grant 2nd Addition



GRANT SECOND ADDITION

TO THE CITY OF WEST FARGO, A REPLAT OF LOT 1, BLOCK 1, GRANT ADDITION TO THE CITY OF WEST FARGO, AND A REPLAT OF LOT 57, BLOCK 1, THE WILDS ELEVENTH ADDITION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA



- LEGEND**
- IRON MONUMENT FOUND
 - SET 5/8"x18" REBAR WITH YELLOW PLASTIC CAP #6571
 - ARE LENGTH
 - RADIUS LENGTH
 - CENTRAL ANGLE
 - LOT AREA IN SQUARE FEET
 - EASEMENT LINE
 - EXISTING EASEMENT TO BE VACATED WITH THE RECORDING OF THIS DOCUMENT
 - EXISTING LOT LINE
 - PLAT BOUNDARY LINE
 - LOT LINE

Curve #	Delta	Radius	Length
C1	32°43'00"	92.00'	52.54'
C2	31°58'18"	100.00'	35.80'
C3	17°38'13"	100.00'	30.78'
C4	14°20'05"	100.00'	25.02'
C5	54°25'43"	30.00'	28.50'
C6	27°37'29"	30.00'	14.47'
C7	28°46'14"	30.00'	14.03'
C8	47°59'27"	70.00'	58.64'
C9	32°04'39"	70.00'	39.19'
C10	32°04'39"	70.00'	39.19'
C11	32°04'39"	70.00'	39.19'

Curve #	Delta	Radius	Length
C12	32°04'39"	70.00'	39.19'
C13	32°04'39"	70.00'	39.19'
C14	32°04'39"	70.00'	39.19'
C15	44°18'24"	70.00'	54.13'
C16	52°01'10"	30.00'	26.36'
C17	32°13'35"	30.00'	16.87'
C18	18°07'35"	30.00'	9.49'
C19	31°58'18"	100.00'	35.80'
C20	8°52'40"	162.00'	25.10'
C21	23°05'38"	162.00'	68.30'
C22	32°04'39"	30.00'	17.13'

CERTIFICATE

STEVEN W. HOLM, BEING DULY SWORN, DEPOSES AND SAYS THAT HE IS THE REGISTERED LAND SURVEYOR WHO PREPARED AND MADE THE ATTACHED PLAT OF "GRANT SECOND ADDITION" TO THE CITY OF WEST FARGO, A REPLAT OF LOT 1, BLOCK 1, GRANT ADDITION TO THE CITY OF WEST FARGO, AND A REPLAT OF LOT 57, BLOCK 1, THE WILDS ELEVENTH ADDITION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE BOUNDARY SURVEY; THAT ALL DISTANCES ARE CORRECTLY SHOWN ON SAID PLAT; THAT MONUMENTS HAVE BEEN PLACED IN THE GROUND AS INDICATED FOR THE GUIDANCE OF FUTURE SURVEYS AND THAT SAID ADDITION IS DESCRIBED AS FOLLOWS, TO WIT:

LOT 1, BLOCK 1, GRANT ADDITION, TO THE CITY OF WEST FARGO, ACCORDING TO THE RECORDED PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, CASS COUNTY, NORTH DAKOTA.

AND

LOT 57, BLOCK 1, THE WILDS ELEVENTH ADDITION TO THE CITY OF WEST FARGO, ACCORDING TO THE RECORDED PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF SAID RECORDER.

SAID TRACT CONTAINS A COMBINED 6.67 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD, IF ANY.

STEVEN W. HOLM
REGISTERED LAND SURVEYOR
REG. NO. LS-6571

STATE OF NORTH DAKOTA
COUNTY OF CASS

ON THIS _____ DAY OF _____, 2026, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED STEVEN W. HOLM, REGISTERED LAND SURVEYOR, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

DEDICATION

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND DESCRIBED IN THE PLAT OF "GRANT SECOND ADDITION" TO THE CITY OF WEST FARGO, A REPLAT OF LOT 1, BLOCK 1, GRANT ADDITION TO THE CITY OF WEST FARGO, AND A REPLAT OF LOT 57, BLOCK 1, THE WILDS ELEVENTH ADDITION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA; THAT WE HAVE CAUSED IT TO BE PLATTED INTO LOTS AND BLOCKS AS SHOWN BY SAID PLAT AND CERTIFICATE OF STEVEN W. HOLM, REGISTERED LAND SURVEYOR, AND THAT THE DESCRIPTION AS SHOWN IN THE CERTIFICATE OF THE REGISTERED LAND SURVEYOR IS CORRECT. WE HEREBY DEDICATE RACHEL DRIVE WEST, ALL STORM SEWER AND DRAINAGE EASEMENTS, STORM SEWER EASEMENTS, UTILITY EASEMENTS, AND ACCESS AND UTILITY EASEMENTS SHOWN ON SAID PLAT TO THE USE OF THE PUBLIC.

OWNER: LOTS 1-16 & 19-22: J & O REAL ESTATE, LLC

OWNER: LOTS 17-18: CITY OF WEST FARGO

ROB JORDAHL, PRESIDENT

STATE OF NORTH DAKOTA
COUNTY OF CASS

ON THIS _____ DAY OF _____, 2026, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED ROB JORDAHL, PRESIDENT OF J & O REAL ESTATE, LLC, KNOWN TO ME TO BE THE PERSON THAT IS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE NAME OF J & O REAL ESTATE, LLC.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

MORTGAGEE: LOTS 1-16 & 19-22: WESTERN STATE BANK

BRAD JACOBSON, PRESIDENT

STATE OF NORTH DAKOTA
COUNTY OF CASS

ON THIS _____ DAY OF _____, 2026, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BRAD JACOBSON, PRESIDENT OF WESTERN STATE BANK, KNOWN TO ME TO BE THE PERSON THAT IS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE NAME OF WESTERN STATE BANK.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

CITY ENGINEER'S APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 2026.



JERROLD F. WALLACE, CITY ENGINEER

STATE OF NORTH DAKOTA
COUNTY OF CASS

ON THIS _____ DAY OF _____, 2026, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JERROLD F. WALLACE, CITY ENGINEER, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS THE CITY ENGINEER.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

WEST FARGO CITY ATTORNEY APPROVAL

I HEREBY CERTIFY THAT PROPER EVIDENCE OF TITLE HAS BEEN EXAMINED BY ME AND I APPROVE THE PLAT AS TO FORM AND EXECUTION THIS _____ DAY OF _____, 2026.

KATIE J. SCHMIDT, CITY ATTORNEY

STATE OF NORTH DAKOTA
COUNTY OF CASS

ON THIS _____ DAY OF _____, 2026, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED KATIE J. SCHMIDT, CITY ATTORNEY, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME AS THE CITY ATTORNEY.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA



BERNIE L. DARDIS, PRESIDENT OF THE WEST FARGO CITY COMMISSION

DUSTIN T. SCOTT, CITY AUDITOR

STATE OF NORTH DAKOTA
COUNTY OF CASS

ON THIS _____ DAY OF _____, 2026, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BERNIE L. DARDIS, PRESIDENT OF THE WEST FARGO CITY COMMISSION, AND DUSTIN T. SCOTT, CITY AUDITOR, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THE NAME OF THE CITY OF WEST FARGO.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

WEST FARGO PLANNING COMMISSION APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 2026.

MIKE THORSTAD, CHAIRMAN

STATE OF NORTH DAKOTA
COUNTY OF CASS

ON THIS _____ DAY OF _____, 2026, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED MIKE THORSTAD, CHAIRMAN OF THE WEST FARGO PLANNING COMMISSION, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE NAME OF THE WEST FARGO PLANNING COMMISSION.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

WEST FARGO CITY COMMISSION APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 2026.

BERNIE L. DARDIS, PRESIDENT OF THE WEST FARGO CITY COMMISSION

DUSTIN T. SCOTT, CITY AUDITOR

STATE OF NORTH DAKOTA
COUNTY OF CASS

ON THIS _____ DAY OF _____, 2026, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BERNIE L. DARDIS, PRESIDENT OF THE WEST FARGO CITY COMMISSION, AND DUSTIN T. SCOTT, CITY AUDITOR, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THE NAME OF THE CITY OF WEST FARGO.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA



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

THIS SUBDIVISION IMPROVEMENT AGREEMENT (IMPROVEMENT DISTRICT AGREEMENT) (the "Agreement") is entered into this 4th day of June, 2026, by and among the City of West Fargo, North Dakota (the "City"), and J & O Real Estate, LLC (the "Developer"). The City and Developer are, collectively, the "Parties."

WHEREAS, the Developer is the current legal and equitable owner of the parcels of land to be platted as Lots 1-16 and 19-22, Block 1, of the proposed plat of Grant Second Addition to the City of West Fargo, Cass County, North Dakota (the "Property"); and

WHEREAS, the City is the current legal and equitable owner of Lots 17 and 18, Block 1, of the proposed plat of the Grant Second Addition to the City of West Fargo, Cass County, North Dakota (the "City Parcels"); and

WHEREAS, the City is considering for approval the plat of the Grant Second Addition;
and

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

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

WHEREAS, the platting of Grant Second Addition is a replat of Grant Addition to the City of West Fargo, Cass County, North Dakota, for which the City entered into a Subdivision Agreement with the prior developer, dated April 12, 2022, and recorded with the Cass County Recorder as Document No. 1668671 (the “Prior Subdivision Agreement”); and

WHEREAS, the City and the Developer desire for this Agreement to supersede the Prior Subdivision Agreement for the Property and for the City Parcels.

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

I. PARTIES

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

2. J & O Real Estate, LLC, is a legally recognized North Dakota limited liability company with the authority to own and develop land. The Developer is the legal and equitable owner of the Property and is expressly authorized to execute this Agreement as such. Additionally,

the individual signing this Agreement is expressly authorized to execute this Agreement on behalf of the Developer.

II. JURISDICTION

1. The Developer agrees to submit to the authority of the City. The Developer agrees and acknowledges that it and its successors and assigns, as applicable, must receive approval from the City for any proposed other or further planning and zoning and for building permits and any other permits required by the City with respect to the Property.

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

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

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

5. This Agreement replaces, supersedes, and terminates the Prior Subdivision Agreement for the Property and will serve as the Subdivision Improvement Agreement (Improvement District Agreement) between the Parties for the Property. Nothing in this Agreement, however, will invalidate or nullify any actions taken pursuant to such Prior Subdivision Agreement prior to the effective date of this Agreement.

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

III. JURISDICTION

1. Public Improvements and Security

A. The Developer has petitioned the City to create Improvement District No. 1358 (the "Improvement District") for the Public Improvements. The City has created the Improvement District and will contract for the Public Improvements to be constructed on the Property. The City will assess the cost of the Public Improvements against the benefited properties in the Improvement District. The Property will constitute at least a majority, if not all, of the benefited property in the Improvement District. The Public Improvements must be constructed prior to the City granting a certificate of occupancy to the Developer for the Property.

B. Pursuant to the terms of the Prior Subdivision Agreement, the City constructed a paved driveway on the City Parcels to allow for public access to the Property and installed a water line, a storm sewer line, and a sanitary sewer line on the City Parcels to service the Property as part of Improvement District No. 1337. As part of the Public Improvements, the City will remove the paved driveway on the City Parcels because it will no longer be necessary to provide access to the Property, and the City will connect to the public infrastructure installed on the City Parcels to service the Property. The City will maintain the public infrastructure installed within the City Parcels. The Developer agrees

to pay, in full, any and all special assessments levied against the Property for Improvement District No. 1337.

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

D. To provide the City security for the construction of the Public Improvements, the Developer must execute a promissory note in a form satisfactory to the City Attorney in a total amount equal to fifty percent (50%) of the engineer's estimated costs of the Public Improvements to be assessed against the Property relating to the improvements associated with the Improvement District. The City may only draw upon the promissory note upon the conditions set forth in this Agreement. There shall be no interest due on the promissory note, except if payment is not made when demanded as provided in the promissory note and for post-judgment interest, if any. The City will not

enter a contract for the Public Improvements until this Agreement has been fully executed and the above-described promissory note has been executed and delivered to the City.

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

F. It is agreed between the Parties that if special assessments on lots of the Property that have not been Developed are not paid as set out in the preceding paragraph, the City Auditor of the City of West Fargo shall give written notice to the Developer of the lots of the Property for which special assessments are In Default as of March 1 of the appropriate year. The City Auditor shall notify the Developer that if the entire amount of special assessments In Default are not paid by March 16 of that year, or within fourteen (14) calendar days of the mailing of the notice, whichever is later, that the City Auditor will direct the City Attorney to commence litigation to collect on the promissory note of the Developer for the full amount In Default. The Developer has the option of not paying special assessments on lots that the Developer does not own, but instead, making a payment directly to the City Auditor for the amount In Default on those lots, with payment being placed in the appropriate Bond Fund, as defined herein.

G. Alternatively, even if the special assessments are not In Default, if the City Auditor determines that the bond sinking fund of the bond issue out of which the Public Improvements for the Improvement District were financed (the "Bond Fund") has insufficient funds to make the next principal and interest payment coming due on those bonds, the Developer agrees, within fourteen (14) calendar days of the written request of the City Auditor, to make payments on delinquent special assessments covered by this Agreement in an amount equal to the deficiency determined by the City Auditor so the City is in a position to provide the full payment of principal and interest on the next bond payment date; provided, however, the maximum amount the Developer has to pay will be capped by the total amount of delinquent special assessments on lots of the Property. The Developer has the option of not paying special assessments on lots that the Developer does not own, but instead, making a payment directly to the City Auditor for the amount delinquent on those lots, which will be placed in the Bond Fund. If the Developer does not make the required payment within the fourteen (14) day period, the City Auditor will direct the City Attorney to commence litigation to collect on the promissory note of the Developer for the full amount of such deficiency, up to the maximum amount of delinquent special assessments on lots of the Property.

H. If the City has to commence litigation to collect on the promissory note and is successful, the Developer agrees to pay the City its costs of the litigation, including any and all attorney's fees. Upon receipt of funds from the promissory note after litigation is commenced (whether by judgment or settlement), the City shall first reimburse itself for all costs of the litigation, including attorney's fees, then place the remaining funds into the

Bond Fund. The City will not apply those sums to pay special assessments on any property covered by this Agreement, but those sums will be used to pay principal and interest payments on outstanding bonds which were used to finance the Public Improvements in the Improvement District. The City will reduce the promissory note given by the Developer by an amount equal to the amount recovered in a court action or paid directly by the Developer to the City and placed into the Bond Fund without paying special assessments.

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

special assessments that were part of the litigation, the City will place that money into an escrow account. Finally, assume a lot covered by this Agreement goes delinquent and the Developer has made payments to the City either directly or as a result of litigation, and the lots then are not sold at a tax sale but become owned by the City, who subsequently sells the lot; the City will place those sale proceeds into an escrow account.

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

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

will be followed, with the release date to the Developer being seventy-five percent (75%) of the lots are Developed.

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

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

N. All Public Improvements shall be constructed on property platted as public right-of-way so as to allow the City, or service provider as set forth herein, to service said infrastructure; provided, however, in the event any portion or portions of the Public Improvements are constructed on private property, within the discretion of the City, the

Developer shall deliver to the City a recordable easement giving the City, or the applicable service provider, perpetual access to that portion constructed on the Property.

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

2. Water Supply and Wastewater Management

A. Water services to the Property will be supplied by the Cass Rural Water Users District ("CRW"), and the Developer agrees and acknowledges that it must work with CRW for water service.

B. Sewer services for the Property will be supplied by the City, and the Developer agrees and acknowledges that it must remit hook-up fees for the Property associated with the use of the West Fargo main sewer lift station south of I-94. The hook-up fee was identified in the Prior Subdivision Agreement as \$20,530.25 and was included in Improvement District No. 1337. The Developer agrees to pay, in full, any and all special assessments levied against the Property for Improvement District No. 1337.

C. Water and sewer services within the Property are to be maintained by the Developer, its successors and assigns. The private infrastructure will be able to connect to public water and sewer utility services located within adjacent public right-of-way.

D. The Developer shall be responsible for the any cost relating to the o installation of the dry utilities, including but not limited to construction costs, permit fees, taxes, and any other fees associated with construction of the dry utilities. Dry utilities shall mean power, natural gas and telecommunication lines and services.

3. Stormwater Management. The Developer agrees to comply with the City's storm water retention regulations and is responsible for developing a drainage plan which must be designed in accordance with City standards and approved by the City Engineer. It is intended that the Property's stormwater runoff will be collected into gravity mains that will convey runoff to the regional retention pond.

4. Wetland Mitigation. The Developer submitted a wetland delineation report, noting no wetlands on the Property. Accordingly, no mitigation of wetlands is required on the Property.

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

6. Public Site Dedication. As part of the Prior Subdivision Agreement, the Developer elected to remit a fee in lieu of land dedication payment in accordance with a separate public dedication agreement with the City. The Developer remitted such payment, and no additional payment or dedication is required by this Agreement.

7. Mailboxes. The Developer will work with the U.S. Postal Service to provide mail service to the Property and will provide cluster box pads and cluster boxes as directed by the U.S. Postal Service. The Developer agrees and acknowledges that the City is not responsible for the installation, maintenance, repair, rehabilitation, or replacement of mailboxes, which are the responsibility of the Developer, its successors and assigns.

IV. GENERAL MATTERS

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

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

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

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

4. In addition to releasing and holding the City and its officers and employees harmless from any and all claims, liability, loss, costs, damages, expenses, actions, or judgments arising out of or related to the construction and installation of Public Improvements, the Developer agrees to indemnify and defend the City and its officers and employees from any and all claims, liability, loss, costs, damages, expenses, actions, or judgments brought against the City relating to or arising out of the Developer's or its employees' or agents' construction and installation of improvements to the Property. Said indemnification shall include, *inter alia*, attorney's fees, damages, whether punitive, economic, or compensatory, and costs and disbursements. This

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

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

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

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

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

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

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

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

12. This Agreement shall be recorded solely against the Property, after recording of the plat of the Grant Second Addition.

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

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

***Subdivision Improvement Agreement
(Improvement District Agreement)
Grant Second Addition***

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(Remainder of page intentionally left blank.)

CITY OF WEST FARGO

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

ATTEST:

Dustin T. Scott, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

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

[SEAL]

Notary Public

J & O REAL ESTATE, LLC

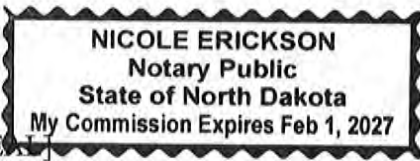
By:

Its:


President

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 4 day of June, 2026, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Richard Robert Jordahl, known to me to be the person who is described in and who executed the above and foregoing document and acknowledged to me that they executed the same on behalf of J & O Real Estate, LLC, a North Dakota limited liability company.

[SEAL] 
NICOLE ERICKSON
Notary Public
State of North Dakota
My Commission Expires Feb 1, 2027


Notary Public

**DEVELOPER AGREEMENT
GRANT SECOND ADDITION**

THIS AGREEMENT is entered into this 27 day of May, 2026, by J & O Real Estate, LLC, a North Dakota limited liability company, with a post office address of 73 Broadway, Fargo, North Dakota 58102-4933 (the "Developer"); and Cass Rural Water Users District, a North Dakota political subdivision, with a post office address of 131 Maple Street, P.O. Box 98, Kindred, North Dakota 58051-0098 (the "District").

RECITALS

A. The Developer is the record owner of the following real property in Cass County, North Dakota:

See attached **Exhibit A**.

The property described above is the "Developer Property."

B. The Developer plans to develop the Developer Property as a residential development known as "Grant Second Addition," a development that will require water service.

C. The District is a water district under Title 61 of the North Dakota Century Code. The District is federally indebted under 7 U.S.C. § 1926(b) and is indebted to the State of North Dakota under N.D. Cent. Code § 6-09.4-22, both of which preclude any municipalities or other entities from attempting to sell water or to provide water service to any persons or properties within the District's service area. Under federal and state law, the Developer Property is within the District's service area and, therefore, the District has the exclusive right to provide water to the Developer Property and any portions of the Developer Property.

D. The Developer has requested that the District construct, install, and finance water infrastructure for the Developer Property, and that the District subsequently provide water service to the Developer Property. The District has agreed to create GRANT SECOND ADDITION WATER IMPROVEMENT DISTRICT NO. 2026-04, an assessment district for purposes of financing, funding, and constructing the water infrastructure necessary for providing water service to the Developer Property (the "ASSESSMENT DISTRICT").

E. Subject to the terms of this Agreement, the District, in cooperation with the City of West Fargo (the "City"), will construct the water infrastructure improvements necessary to provide water to the Developer Property; the District will own, operate, and maintain the water infrastructure on each parcel within the Developer Property as far as, and including, the curb stop on each parcel; the District will assess the Developer Property for the costs of designing and constructing the infrastructure improvements; and the District will provide water service to each parcel within the Developer Property.

F. The District and the Developer wish to memorialize the terms of their agreement regarding the parties' obligations, including the District's assessment of special assessments against the Developer Property and issuance of bonds for purposes of financing the project.

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

AGREEMENT

1. **Design and Construction of Water Infrastructure.** The District and the City entered into a WATER SERVICE COOPERATION AGREEMENT in 2026 regarding those parties' cooperation for purposes of designing and constructing the water infrastructure necessary to provide water to the Developer Property (the "City Agreement"); under the City Agreement, the parties agreed to their respective obligations regarding the design, installation, and construction of the water infrastructure improvements necessary for purposes of providing and transporting water to the Developer Property. The water infrastructure contemplated by the City and the District includes the extension of any of the District's main distribution lines and related infrastructure necessary to deliver water to the boundaries of the Developer Property (the "Exterior Infrastructure"). In addition to the Exterior Infrastructure, the water infrastructure also includes all interior improvements necessary to distribute water from the District's water supply system to each individual lot or parcel within the Developer Property; interior water service lines within the Developer Property as far as curb stops for each individual lot or parcel (but not including construction of individual service lines to connect individual properties to the system at their respective curb stops); meters, meter pits, and other metering equipment within the Developer Property (but not including installation of meters and metering equipment on individual lots within the Developer Property); all monitoring equipment for purposes of monitoring and measuring water provided from the District's water supply system to the Developer Property; and all other works as necessary to provide water service to the Developer Property (collectively, the "Interior Infrastructure"). The Exterior Infrastructure and the Interior Infrastructure are, collectively, the "Water Infrastructure." Under the City Agreement, the City will design, install, and construct the Water Infrastructure in accordance with the District's design standards and the City's current ordinances (the "Project"), all in conjunction with the City's design and construction of other public infrastructure on the Developer Property, including streets and storm sewer. The District will reimburse the City for the costs of the Project through the creation of the ASSESSMENT DISTRICT. The District will own, operate, and maintain the Water Infrastructure once installed and constructed by the City. Under the City Agreement,

the City will not award any contracts regarding the Project until the Developer executes this Agreement and satisfies the security requirements under this Agreement.

2. **Creation of the Assessment District.** By virtue of this Agreement, the District is establishing and creating the ASSESSMENT DISTRICT for purposes of financing and funding the Project and recovering the costs of the Project from the owners of each lot or parcel on the Developer Property. The District will levy special assessments against the Developer Property, including each lot or parcel on the Developer Property, to recover all costs of the Project, in accordance with Chapter 61-35 of the North Dakota Century Code. Project costs the District may assess against the Developer Property, and each lot or parcel on the Developer Property, include all costs of designing, developing, administering, managing, constructing, quality control testing, inspecting, and financing the Project, and including all engineering fees, attorneys' fees, bond counsel fees, right of way acquisition costs, and other costs and fees associated with the Project and with creation of the ASSESSMENT DISTRICT. The District will sell bonds to finance the Project; the Developer, and the owners of each individual lot or parcel on the Developer Property once sold, will pay all special assessments levied by the District on the Developer Property, through Cass County. Any special assessments levied against the Developer Property or any individual lot or parcel in accordance with this Agreement will create a lien on the assessed property in accordance with North Dakota law, superior to any other lien with the exception of general tax liens.

3. **Procedural Waivers.** In the interest of expeditious design and construction of the Project, at the request of the Developer, the District has agreed to forego the statutory procedures and prescribed time parameters typically necessary for purposes of creating an assessment district regarding the Project. With regard to the District's creation of the ASSESSMENT DISTRICT, and with regard to the Project, the Developer expressly waives the assessment district procedures contained in Chapter 61-35 of the North Dakota Century Code, including the necessity for the District to pass or adopt any resolutions; the creation of any preliminary assessment lists; the creation or adoption of any engineer's report; the necessity for any public hearings regarding the creation of a special assessment district, the Project, assessments on the Developer Property or any individual lot or parcel on the Developer Property, or any other matter; the necessity for any vote or submission of ballots; the necessity for any publication in any newspaper or any mailed notice of any public hearings; the right to appeal any assessment amounts levied; and any other legal requirements, procedural or otherwise, contained in Chapter 61-35 of the North Dakota Century Code or elsewhere regarding the creation of the ASSESSMENT DISTRICT or regarding the Project. The Developer agrees that, by virtue of this Agreement, the District is establishing and creating the ASSESSMENT DISTRICT, and the Developer expressly consents to the creation of the ASSESSMENT DISTRICT.

4. **Security.** As security for the bonds issued by the District to finance the Water Infrastructure, the Developer will file security with the City that will include security for the City and the City's infrastructure improvements, and will also include security for the District regarding the Water Infrastructure and any other improvements the District will own. The terms of the City's IMPROVEMENT DISTRICT AGREEMENT regarding security for infrastructure improvements will apply to the security required for the District and the Water Infrastructure and any other improvements the District will own; however, in the event of

any conflict between the terms of this Agreement and the terms of the City's IMPROVEMENT DISTRICT AGREEMENT, the terms of this Agreement will control. In accordance with the City's security requirements under the City's IMPROVEMENT DISTRICT AGREEMENT, the Developer will file security in the form of a letter of credit or another form of acceptable security regarding all infrastructure improvements for the Developer Property as required by the City, including the Water Infrastructure and any other improvements the District will own (all forms of acceptable security under the City's IMPROVEMENT DISTRICT AGREEMENT are, collectively, the "Letter of Credit"). The Developer's Letter of Credit will provide sufficient security for the City's infrastructure improvements and will include a sum equivalent to 50% of the engineer's estimate of the total costs related to the Water Infrastructure (the "Water LOC Portion"). The City will not award any contracts regarding the Water Infrastructure until the Developer files a Letter of Credit with the City that includes the Water LOC Portion. The Developer must maintain a current and sufficient Letter of Credit regarding the Water LOC Portion until the City authorizes the bank or lender that issues the Letter of Credit to release the Letter of Credit regarding the Water LOC Portion in accordance with the terms of the City's IMPROVEMENT DISTRICT AGREEMENT. The Developer will pay all costs, including reasonable attorneys' fees, incurred by the City and the District in enforcing the Developer's obligations and duties to maintain a current and sufficient Letter of Credit regarding the Water LOC Portion.

5. **Special Assessments.** The Developer must make timely payments on all special assessments levied against individual lots or parcels on the Developer Property not developed by the Developer and must ensure that special assessments on all lots or parcels that are not developed are "current." For purposes of this Agreement, "current" means all special assessments for a given year must be paid by February 15 of the subsequent year. For example, the Developer must pay the special assessments certified to the Cass County Auditor in 2026 for collection in 2027 by February 15, 2027. For purposes of this Agreement, "developed" means the Developer has constructed a structure on an individual lot or parcel for which the City has issued a building permit; however, the structure must be of the nature reflecting the intended use of the property as of the date of this Agreement, including a single-family home, twin home, apartment building, commercial structure, or other similar structure.

6. **Delinquent Special Assessments.** The following procedures and terms will apply regarding any failure by the Developer to timely and fully pay special assessments or any other default regarding the ASSESSMENT DISTRICT:

- a. the District will give the City notice of the Developer's default;
- b. the City will either provide the District with cash equivalent to the deficiency (in the event the Developer has deposited cash with the City as security), or will submit written demand to the bank or financial institution that issued the Letter of Credit for payment out of the Letter of Credit, equivalent to the default;
- c. the bank or financial institution will release to the City an amount sufficient to satisfy the deficiency, or the City and the District will enforce the institution's obligation to release those funds;

- d. the City will provide the District with the deficiency amount;
- e. the District will place any funds received from the City into the sinking fund of the ASSESSMENT DISTRICT for the Project;
- f. the District will not apply the funds to pay special assessments on any property within the ASSESSMENT DISTRICT, but will instead make any debt service payments necessary on the bonds issued to finance the Water Infrastructure; however, if the Developer subsequently pays the principal amount of delinquent special assessments to Cass County, the District, upon receipt of those funds from Cass County, will transfer the funds to the City (less any costs incurred by the District), and (if the security provided to the City was anything other than cash) the City will transfer the funds to the bank or financial institution (less any costs incurred by the City), and the original Water LOC Portion amount of the Letter of Credit will once again be in effect;
- g. the Developer will not interfere with any of the City's or the District's demands regarding the Letter of Credit or the Water LOC Portion;
- h. in the event the Letter of Credit or the amount released to the District is not sufficient to make any requisite debt service payments regarding the ASSESSMENT DISTRICT, for whatever reason, or if the District does not or cannot otherwise recover the amount of deficiency from the bank or financial institution that issued the Letter of Credit or from the Developer, the District will have a cause of action against the Developer for the deficiency; and
- i. the Developer will pay all costs, including reasonable attorneys' fees, incurred by the City and the District regarding any failure by the Developer to timely and fully pay special assessments or any other default regarding the ASSESSMENT DISTRICT, including any costs incurred collecting or attempting to collect any deficiency.

7. **Reductions and Extinguishment of Letter of Credit.** The purpose of the Water LOC Portion of the Letter of Credit is to secure payment of special assessments due to the District regarding the Water Infrastructure, and to ensure timely debt service payments regarding the bonds issued to finance the Project. The Developer's duties to maintain a current and sufficient Letter of Credit regarding the Water LOC Portion will only be extinguished in accordance with the terms of the City's IMPROVEMENT DISTRICT AGREEMENT, or when all special assessments for a given lot or parcel, certified or uncertified, regarding the ASSESSMENT DISTRICT are paid. The sale, tax sale, transfer, or any other disposition of any lot or parcel covered by this Agreement will not limit or impact the Developer's duties to maintain a sufficient and current Letter of Credit regarding the Water LOC Portion. The City will authorize the bank or financial institution that issues the Letter of Credit to reduce the principal amount of the Letter of Credit regarding the Water LOC Portion or to release the Letter of Credit in accordance with the terms of the City's IMPROVEMENT DISTRICT AGREEMENT.

8. **Exclusive Jurisdiction.** The Developer Property is within the District's exclusive service area and, therefore, the District has the exclusive right to provide water to the Developer Property in accordance with 7 U.S.C. § 1926(b) and N.D. Cent. Code § 6-09.4-22, and to own the Water Infrastructure. All portions of the Developer Property, and all owners of all parcels within the Developer Property, are subject to the District's membership and water service guidelines, BY-LAWS, RULES AND REGULATIONS, policies, rates, fees, and requirements in effect as of the date of this Agreement, and as may be amended. Neither the Developer, nor any other owners of any portion of the Developer Property, will seek or obtain water service from any other providers regarding any portion of the Developer Property. The parties will record this Agreement with the Cass County Recorder's Office to provide constructive notice to future owners of all lots, parcels, or portions of the Developer Property of the District's exclusive jurisdiction, and of the owners' rights and obligations under this Agreement.

9. **Membership and Water Billing.** All owners and subsequent purchasers of any and all parcels within the Developer Property will be user members of the District, and they will be subject to, and must comply with, all of the District's membership and water service guidelines, BY-LAWS, RULES AND REGULATIONS, policies, rates, fees, and requirements, as may be amended, including their responsibilities as members to construct and maintain water service lines on their individual lots or parcels to connect to the Water Infrastructure from their respective curb stops, at their own expense. The District will provide metering equipment for each member and parcel, and each member will install the metering equipment in accordance with the District's membership and water service guidelines, BY-LAWS, RULES AND REGULATIONS, policies, rates, fees, and requirements, as may be amended. The District will bill every member and parcel within the Developer Property directly and will collect and retain all billing from members in accordance with its standard practices and policies. Any proposed use of water for purposes other than residential water service by the Developer or any subsequent owners of any portions of the Developer Property will require approval by the District.

10. **Water Service.** The District will endeavor to provide water to the Developer Property; however, the Developer understands and agrees the District does not and cannot guarantee water service to the Developer Property; the quantity or quality of water; that the District has or will have sufficient water supply to supply water to the Developer Property; or that the District's water supply system has sufficient capacity to provide water to the Developer Property. Further, in the event of a water shortage or any other unforeseen circumstance that results in limited water supply, the District may restrict or refuse water service to the Developer Property in accordance with the District's BY-LAWS and RULES AND REGULATIONS. The parties agree the District has no obligation to provide water supply to accommodate fire protection. The District will charge and bill the Developer for water in accordance with the District's water service guidelines, BY-LAWS, RULES AND REGULATIONS, policies, rates, fees, and requirements, as may be amended. If the Developer fails to timely remit payment to the District for water service, the District may exercise its authority set forth in the District's BY-LAWS and RULES AND REGULATIONS to suspend water services to the Developer Property until the Developer makes full payment and pays any monetary penalties and interest imposed by the District. In the event of suspension of water service to the Developer Property, the Developer's obligations to make timely special assessment payments as required

under this Agreement will remain in full force and effect. The Developer recognizes and agrees the District may need to temporarily shut down components or reduce flow for maintenance purposes. The District will endeavor to provide the Developer with reasonable advanced notice of any temporary stoppage or reduction, though notice may not be possible in the event of an emergency or unanticipated breakdown or maintenance issue. In the event of any disruption in service due to water shortage, or due to necessary repairs, maintenance, or improvements, the District will not be liable for any lost profits, lost revenues, consequential damages, or any other damages or inconvenience, direct or indirect, arising from any discontinuance or reduction in service, and any interruption or shortage will not limit the Developer's obligations to make timely special assessment payments.

11. **Access to the Developer Property.** By virtue of this Agreement, and without the necessity for any additional permission, easement, or access document, the Developer grants the District, the City, and those parties' officers, employees, agents, representatives, and contractors, reasonable access and right of way upon, over, in, under, across, and through the Developer Property, including all unplatted and platted lots or parcels, for purposes of ingress and egress, construction, reconstruction, inspection, operation, maintenance, and improvements of the Water Infrastructure. The District's access rights to the Developer Property will survive any termination of this Agreement. In addition, the Developer will grant the District any easements that are reasonably necessary for the construction, reconstruction, inspection, operation, maintenance, and improvements of the Water Infrastructure. The District will make reasonable efforts to ensure the Water Infrastructure does not interfere with the intended use of each lot or parcel.

12. **Continuing Duty.** The Developer agrees that if the District and the City do not construct the Project because of any action or omission of the Developer, or upon request of the Developer to abandon the Project or any portion of the Project, the Developer will be liable for any costs already incurred by the District or the City regarding the Project or regarding the ASSESSMENT DISTRICT, including, but not limited to, engineering, legal, and administrative fees.

13. **Indemnity.** With the exception of damages caused by the District's intentional misconduct, the Developer will release, hold harmless, defend, and indemnify the District and the District's officers, employees, agents, representatives, consultants, and contractors, from any and all liability, losses, damages, claims, demands, actions, judgments, and executions in any way arising out of or regarding the Project, water service to the Developer Property, this Agreement, or the manner of the creation of the ASSESSMENT DISTRICT. The Developer's duties to release, hold harmless, defend, and indemnify the District and the District's officers, employees, agents, representatives, consultants, and contractors, as described above include, but are not limited to, any and all claims, damages, actions, causes of action, claims for relief for damages (compensatory, exemplary, or otherwise), costs, loss of services, expenses, or compensation for or on account of any damage, loss, or injury directly to the Developer, or the Developer's officers, agents, representatives, employees, consultants, contractors, licensees, or invitees, and to claims, demands, actions, causes of action, or claims for relief for contribution or indemnity for injury alleged to the person or property of any other person or party, whether natural or not. Further, the Developer will reimburse the District and the District's officers, employees, agents, representatives, consultants, and contractors for any costs or expenses,

including attorneys' fees, expended or incurred in response to or in defense of any claim, demand, action, cause of action, or claim for relief made or asserted by any person or party, natural or not, for any alleged act or omission of the District or the District's officers, employees, agents, representatives, consultants, or contractors, or in any way arising out of or regarding the Project, water service to the Developer Property, this Agreement, or the ASSESSMENT DISTRICT. The Developer's obligations to release, hold harmless, defend, and indemnify include any costs, expenses, and attorneys' fees incurred in establishing the indemnification provided in this Agreement.

14. **Title to the Developer Property.** The Developer warrants that, as of the date of this Agreement, J & O Real Estate, LLC, is the fee simple owner of the Developer Property; the Developer has the right to enter into this Agreement and to make the promises, covenants, and representations contained in this Agreement; the Developer has the right to promise and perform the obligations contained in this Agreement; no portion of the Developer Property is subject to any ownership interest, including any right of reverter, to any third party; and this Agreement does not violate any mortgage or other interest held by any third party regarding the Developer Property, or any portion of the Developer Property. The Developer will warrant and defend title to the Developer Property, and will release, hold harmless, defend, and indemnify the District and the District's officers, employees, agents, representatives, consultants, and contractors from and against any and all liability, losses, damages, claims, demands, actions, judgments, and executions regarding the Developer's ownership of the Developer Property, and the Developer's promises, covenants, and representations contained in this Agreement.

15. **Future Conveyances and Ownership.** Conveyance of the Developer Property, or any portion of the Developer Property, by the Developer to another developer, builder, or other party will require a formal consent and assignment of this Agreement by the District. However, without the necessity for any consent or "assignment" under this Agreement, the Developer may convey individual lots and parcels within the Developer Property to individual purchasers, and all future owners of lots within the Developer Property will be subject to, and must comply with, this Agreement. All future owners of the Developer Property and any lot, parcel, or portion of the Developer Property are otherwise subject to this Agreement and the Developer's duties, obligations, responsibilities, and liabilities under this Agreement, including the District's membership and water service guidelines, BY-LAWS, RULES AND REGULATIONS, policies, rates, fees, and requirements, as may be amended. Any reference to the Developer in this Agreement includes any successors and assigns of any portion of the Developer Property; upon conveyance of any portion of the Developer Property to any third party, or otherwise upon ownership of any portion of the Developer Property by any third party, the successor in interest's rights, privileges, and obligations regarding the conveyed portion of the Developer Property will be subject to and controlled by this Agreement, and any reference to the Developer in this Agreement will include all future owners of any and all portions of the Developer Property and all of the Developer's successors and assigns. However, any subsequent individual purchasers of individual lots and parcels within the Developer Property will only be liable for the duties, obligations, responsibilities, and liabilities of the Developer under this Agreement specifically related to or regarding the individual lots and parcels purchased or owned by those subsequent purchasers and owners. In other words, any subsequent purchaser or owner of any lot or portion of the Developer Property will only be liable and responsible for the Developer's duties,

obligations, responsibilities, and liabilities regarding the portion of the Developer Property specific to that parties' lot or parcel, and not regarding the entirety of the Developer Property. With the exception of any acts or omissions of the Developer prior to conveyance to a third party, or prior to ownership by any successor or assign, regarding any portion of the Developer Property, the Developer will only be liable for the duties, obligations, responsibilities, and liabilities set forth in this Agreement during the Developer's respective period of ownership regarding any particular portion of the Developer Property. In other words, the Developer and any successors and assigns will not be liable for any acts, omissions, or other violations of this Agreement by their respective successors and assigns.

16. **Cooperation.** The parties agree to cooperate fully, to execute any and all additional documents, and to take any and all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement and to accomplish the purposes of this Agreement.

17. **Remedies.** In addition to any other remedies available to the District under this Agreement, if the Developer fails to perform any of the Developer's obligations under this Agreement within a reasonable time following request or demand from the District, the District may perform the Developer's obligations and the Developer will reimburse the District for costs incurred within 60 days of the date the District provides notice of amounts due. If the Developer fails to timely reimburse the District for any amounts due under this Agreement, interest will accrue in the amount of 1.5% per month on all outstanding principal until paid in full. The District may recover any costs incurred or any amounts due from the Developer by assessing the Developer Property or any other property owned by the Developer in North Dakota, including any attorneys' fees incurred in attempting to collect the amounts due, or by other legal means of collection. The District's remedies provided in this Agreement are cumulative and not exclusive and are in addition to any and all other remedies available to the District under North Dakota law in case of any breach or threatened breach by the Developer of any provision or provisions of this Agreement. The Developer will reimburse the District for all of the District's costs and expenses, including reasonable attorneys' fees, incurred in enforcing, collecting, or attempting to collect under this Agreement, or incurred in litigating the terms or validity of this Agreement.

18. **Assignment.** The parties will record this Agreement with the Cass County Recorder's Office. The Developer will not transfer or assign this Agreement, nor any of the parties' rights or obligations under this Agreement, to any other developer, builder, or other party without the express written consent of the District. However, without the necessity for any consent or "assignment" under this Agreement, the Developer may convey individual lots and parcels within the Developer Property to individual purchasers, and all future owners of lots within the Developer Property will be subject to, and must comply with, this Agreement. All future owners of any lot, parcel, or portion of the Developer Property are otherwise subject to this Agreement and the Developer's duties, obligations, responsibilities, and liabilities under this Agreement, including the District's membership and water service guidelines, BY-LAWS, RULES AND REGULATIONS, policies, rates, fees, and requirements, as may be amended.

19. **Governing Law.** This Agreement will be construed and enforced in accordance with North Dakota law and, where applicable, United States federal law (e.g., 7 U.S.C. § 1926(b)); the parties and this Agreement are subject to North Dakota and applicable United States federal law; any litigation arising out of this Agreement will be venued in North Dakota State District Court in Cass County, North Dakota, with the exception of any litigation regarding, or that may impact in any way, the District's exclusive rights regarding the Developer Property under 7 U.S.C. § 1926(b), which will be venued in U.S. Federal District Court for the District of North Dakota. The parties have entered into this Agreement voluntarily; the parties waive any objection to personal jurisdiction or venue; and none of the parties can or will assert the law of any other state, country, or jurisdiction to avoid liability or to challenge jurisdiction or venue.

20. **No Forbearance.** The failure or delay of the District to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, nor the right of the District to enforce each and every term of this Agreement.

21. **Survival of Agreement.** If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable; however, the parties will reconvene negotiations and will reform or replace any invalid, illegal, or unenforceable provision or portion of this Agreement with an alternative provision that is enforceable and bears as close resemblance as possible to any provision determined invalid, illegal, or unenforceable.

22. **Time is of the Essence.** Time is of the essence of all of the Developer's obligations under this Agreement.

23. **Modifications.** Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement and must be recorded with the Cass County Recorder.

24. **Binding Effect.** The covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties' successors, assigns, heirs, executors, administrators, and legal representatives, including subsequent owners of the Developer Property, or any lot, parcel, or portion of the Developer Property.

25. **Representation.** The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other parties.

(Signatures appear on the following pages.)

*Cass Rural Water Users District
J & O Real Estate, LLC
Developer Agreement
Grant Second Addition*

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CASS RURAL WATER
USERS DISTRICT

Todd Ellison, President

ATTEST:

Barry Bowman, Secretary

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this _____ day of _____, 2026, before me, a Notary Public in and for said County and State, personally appeared Todd Ellison and Barry Bowman, known to me to be the President and Secretary, respectively, of Cass Rural Water Users District and who executed the foregoing instrument and acknowledged to me that they executed the same on behalf of Cass Rural Water Users District.

Notary Public, Cass County, ND

(SEAL)

*Cass Rural Water Users District
J & O Real Estate, LLC
Developer Agreement
Grant Second Addition*

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DEVELOPER

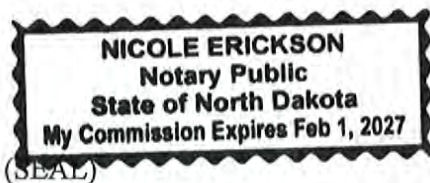
J & O REAL ESTATE, LLC

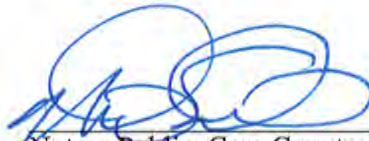
BY:


Rob Jordahl, President

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this 27 day of May, 2026, before me, a Notary Public in and for said County and State, personally appeared Rob Jordahl, known to me to be the President of J & O Real Estate, LLC, a North Dakota limited liability company, who executed the foregoing instrument, and acknowledged to me that he executed the same on behalf of J & O Real Estate, LLC.




Notary Public, Cass County, ND

The legal description of Grant Second Addition contained in this document was obtained from a previously recorded document.

EXHIBIT A

Legal Description of the Developer Property

Lots 1-16 and Lots 19-22, Block 1, Grant Second Addition to the City of West Fargo, Cass County, North Dakota, in accordance with the plat for Grant Second Addition recorded in the Cass County Recorder's Office on _____, 2026, at _____ .m., as Cass County Document No. _____.

WATER SERVICE COOPERATION AGREEMENT GRANT SECOND ADDITION

THIS AGREEMENT is made by and between Cass Rural Water Users District, a North Dakota political subdivision (the “District”); and the City of West Fargo, North Dakota, a North Dakota municipal corporation (the “City”).

RECITALS

A. The District is a water district and a North Dakota political subdivision under Section 61-35 of the North Dakota Century Code; the District is federally indebted under 7 U.S.C. § 1926(b), and is indebted to the North Dakota Public Finance Authority under N.D. Cent. Code § 6-09.4-22.

B. Sections 1926(b) and 6-09.4-22 both preclude any municipalities, private developers, or other entities from attempting to sell water or provide water service to any property within the District’s exclusive area if the District has outstanding qualifying indebtedness and has the ability to make service available to the property.

C. J & O Real Estate, LLC (the “Developer”), is the record owner of the following real property in Cass County, North Dakota:

See attached **Exhibit A**.

The property described above is the “Developer Property.” The Developer plans to develop the Developer Property as a residential development known as “Grant Second Addition,” a development that will require water service; attached as **Exhibit B** is the proposed plat of Grant Second Addition.

D. The Developer Property is within the City’s municipal or extraterritorial boundaries and is also within the District’s exclusive service area territory. The District has the exclusive right to provide water and water service to the Developer Property.

E. The City and the District wish to cooperate for the mutual benefit of both parties, and ultimately for the benefit of the Developer, regarding joint administration and construction of the infrastructure improvements necessary to provide water service, street, storm sewer, sanitary sewer, and other infrastructure improvements for the Developer Property.

F. Section 54-40.3-01 of the North Dakota Century Code authorizes the City and the District to enter into joint powers agreements to provide for the joint administration of power regarding projects, and the parties wish to enter into this Agreement for purposes of the joint administration of the design and construction of the water infrastructure improvements necessary to provide water service for the Developer Property.

**Water Service Cooperation Agreement
Cass Rural Water Users District
City of West Fargo
Grant Second Addition**

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

AGREEMENT

1. **Cooperation.** The parties will cooperate regarding the design, construction, contract administration, and financing of water infrastructure improvements necessary to provide a water supply for the Developer Property as provided in this Agreement (the “Project”). The parties agree the District is not releasing any service territory under this Agreement, the District is not releasing its rights to own the water infrastructure necessary to provide water to the Developer Property, and that this Agreement does not and will not curtail or limit the District’s service territory.

2. **Project Plan.** For the Project, the parties will approve a “Project Plan” to identify project-specific issues, including Project schematics. The Project Plan will include identification of the water source for the Developer Property; the parties may elect to provide water service for the Developer Property from the District’s water supply system, or for the District to purchase water from the City for purposes of providing water service for the Developer Property, in accordance with the terms of a separate WATER PURCHASE AGREEMENT between the District and the City. In addition, the Project Plan will include a schematic of the Project, as defined below, necessary for the Project. To ensure expeditious planning for the benefit of the City, the District, and the Project, the City and the District will each assign and authorize one or more staff members or representatives to approve the Project Plans on behalf of each respective entity, and the parties will notify each other in writing of their authorized representatives.

3. **Plat and Subdivision Process.** To ensure adequate opportunity for the City and the District to timely plan and coordinate the requisite infrastructure improvements for the Project, the City will not approve a plat or provide subdivision approval for the Property until the Developer executes a Developer Agreement with the District.

4. **Water Infrastructure Obligations.** The City will perform, provide, and contract for all requisite engineering, development, design, bidding, administration, construction, quality control testing, project closeout, and interim financing for the Project. In addition, the parties will have the following obligations regarding the design, installation, construction, ownership, operation, and maintenance of the Project:

- a. **Water Infrastructure Improvements.** The interior water infrastructure improvements for the Project will include any necessary extensions and improvements to any of the District’s existing main lines; interior water service lines within the Developer Property as far as curb stops for each individual property (but not including construction of individual service lines to connect individual properties to the Project at their respective curb stops); meters, meter pits, and other metering equipment within the Developer Property as requested by the District (but not including installation of meters and metering equipment on individual lots); the aforementioned infrastructure improvements are, collectively,

the “Water Infrastructure.” The City will design and construct the Water Infrastructure in accordance with the City’s public utility construction specifications and the City’s ordinances in effect at the time of design and construction. The City will not advertise for bids regarding the Water Infrastructure until the District approves the City’s plans and specifications. Following completion of the Water Infrastructure in accordance with the plans and specifications approved by the District, ownership of the Water Infrastructure will automatically vest in the District, without the need for any bill of sale or any other written document, and the District will own, operate, and maintain the Water Infrastructure at the District’s expense. The District will create a special assessment district and assess the Developer Property to finance and fund the costs of the design and construction of the Water Infrastructure. The District will reimburse the City for all costs and expenses of designing and constructing the Water Infrastructure in accordance with the procedures described in this Agreement. The District’s ownership, construction, reconstruction, operation, management, repair, improvement, or maintenance of the Water Infrastructure upon, over, under, or through any property owned or controlled by the City will not require an easement or any other form of written permission from the City, with the exception of the City’s Excavation Permit requirements.

- b. **City Main Improvements.** The City will design, install, construct, own, operate, and maintain any requisite extensions or improvements to any of the City’s main lines necessary to provide water service for the Project, at the City’s expense.
- c. **City Supply Connection Improvements.** If the Project will include connection to the City’s water supply system, and the District’s purchase of water from the City for purposes of providing water service for the Project, the Project Plan schematic will depict the connection to the City’s water supply system, including any distribution infrastructure necessary to connect the Water Infrastructure for the Project to the City’s main or water supply system, including any gate valves; lines to connect to the Water Infrastructure; and any other related appurtenances and equipment as necessary to provide water from the City’s water supply system to the Project (the “City Distribution System”). The City will design, install, construct, own, operate, and maintain the City Distribution System, at the City’s expense.
- d. **City Supply Metering Equipment.** If the Project will include connection to the City’s water supply system, and the District’s purchase of water from the City for purposes of providing water service for the Project, the Project Plan schematic will depict any and all meters, meter pits, and other metering equipment for purposes of monitoring and measuring water provided from the City to the Project (the “City Supply Metering Equipment”). The parties will mutually determine the location of metering points where the City will measure the quantities of water delivered to the Project, and the Project Plan schematic for the Project will depict the City Supply Metering Equipment. The City will design, install, construct, own, operate, inspect, test, and maintain the City Supply Metering Equipment,

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at the City's expense, including testing at least every 24 months. The City will repair or replace any meter that does not measure water usage to the American Water Works Association Standard of 2% error.

- e. **District Monitoring Equipment.** If the Project will include connection to the City's water supply system, and the District's purchase of water from the City for purposes of providing water service for the Project, the Project Plan schematic will depict any and all above-ground monitoring equipment for the District's use for purposes of monitoring and measuring water provided from the City to the Project (the "District Monitoring Equipment"). At the District's discretion, the City will design and construct the District Monitoring Equipment at all of the locations of the City Supply Metering Equipment; the Project Plan schematic for the Project will depict the District Monitoring Equipment. Following completion of the District Monitoring Equipment in accordance with the plans and specifications approved by the District, ownership of the District Monitoring Equipment will automatically vest in the District, without the need for any bill of sale or any other written document, and the District will own, operate, and maintain the District Monitoring Equipment at the District's expense. The District will create a special assessment district and assess the Developer Property to finance and fund the District Monitoring Equipment. The District will reimburse the City for all costs and expenses of designing and constructing the District Monitoring Equipment in accordance with the procedures described in this Agreement. The District's ownership, construction, reconstruction, operation, management, repair, improvement, or maintenance of any District Monitoring Equipment on any property owned or controlled by the City will not require an easement or any other form of written permission from the City, with the exception of the City's Excavation Permit requirements.
- f. **Hydrant Flushing.** The Project Plan will specifically identify any hydrants the District will own. With regard to any hydrants owned by the District, the City will conduct flow tests and flushing, at the City's expense, with the exception of the water utilized flushing the District's hydrants; the District will reimburse the City for water utilized flushing the District's hydrants. The parties agree the District has no obligation to provide water supply to accommodate fire protection for the Developer Property.

5. **Construction Process.** Prior to advertising for bids for the water infrastructure improvements, the City will provide copies of plans and specifications to the District for review and approval, and to afford the District the opportunity to include design modifications as necessary to ensure compatibility with the District's system and standards; the City will not advertise for bids until the District approves the City's plans and specifications. The City will separate the costs regarding the Water Infrastructure and the District Monitoring Equipment for the Project from the costs for all other improvements the City will construct. The City will comply with all applicable public contracting statutes under North Dakota law regarding the Water Infrastructure, including Chapters 48-01.2 and 61-35 of the North Dakota Century Code. Following bid opening regarding the Water Infrastructure for the Project, the City will provide

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an updated ENGINEER'S STATEMENT OF COSTS regarding the Water Infrastructure to the District. The City will not award any contracts regarding the Water Infrastructure for the Project until the Developer executes a Developer Agreement with the District, and until the Developer submits the requisite security to the City, including security for the District's costs, as described in more detail in this Agreement.

6. **Construction Warranties.** The City's contracts with any of the City's consultants, contractors, subcontractors, sub-subcontractors, suppliers, or any other parties regarding the Water Infrastructure and regarding the District Monitoring Equipment will include warranties for and on behalf of the District regarding any improper or defective procurement, design, construction, or installation. The City will otherwise assign any and all warranties, representations, or indemnities granted to the City, including all remedies for breach, in any contracts with engineers, contractors, subcontractors, sub-subcontractors, suppliers, or any other parties to the District, and will otherwise cooperate with the District as reasonably necessary to allow the District to seek redress for any improper or defective procurement, design, construction, or installation of any of the Water Infrastructure or the District Monitoring Equipment. In addition, the City's contracts with any of the City's consultants, contractors, subcontractors, sub-subcontractors, suppliers, or any other parties regarding the Water Infrastructure and regarding the District Monitoring Equipment will require those parties to defend, indemnify, and hold harmless the District and the District's officers, employees, consultants, agents, and representatives.

7. **Security and Developer Agreement.** The City will not award any contracts for the construction and installation of the Water Infrastructure or the District Monitoring Equipment until the following have occurred:

- a. The District and the Developer have executed a Developer Agreement, under which the District will establish and create a special assessment district for the purpose of financing and funding the Water Infrastructure and the District Monitoring Equipment regarding the Developer Property. Under the Developer Agreement, the District will levy special assessments against the Developer Property, and each lot or parcel on the Developer Property, to recover all costs of the Water Infrastructure and the District Monitoring Equipment for the Project (the "Special Assessment District"). Further, among other representations and covenants, under the Developer Agreement the Developer must warrant ownership of the Developer Property; the Developer must agree to provide both the District and the City access to the Developer Property for purposes of constructing the Water Infrastructure; and the Developer must agree the District may record the Developer Agreement against the Developer Property to provide sufficient and constructive notice of the rights and obligations of subsequent owners under the Developer Agreement.

and

b. The Developer has provided the City with security as follows:

- i. The Developer will file security with the City that will include security for the City and the City's infrastructure improvements, including streets, sanitary sewer, and stormwater improvements (infrastructure other than the Water Infrastructure and the District Monitoring Equipment), and includes security for the District. In accordance with the City's security requirements as identified in the City's standard IMPROVEMENT DISTRICT AGREEMENT, attached as **Exhibit C**, the Developer will file security in the form of a letter of credit or another form of security acceptable to the City regarding all infrastructure improvements for the Developer Property as required by the City, including the Water Infrastructure and the District Monitoring Equipment (all forms of acceptable security under the City's IMPROVEMENT DISTRICT AGREEMENT are, collectively, the "Security"). The Developer's Security will provide sufficient security for all of the City's infrastructure improvements, and will include a sum equivalent to 50% of the ENGINEER'S STATEMENT OF COSTS related to the Water Infrastructure, the District Monitoring Equipment, and any other water infrastructure improvements the District will own (the "Water Security Portion"). The Developer must file and provide the Security with the City prior to the awarding of any contracts regarding the Water Infrastructure or the District Monitoring Equipment. The City will treat the Water Security Portion the same as security due the City under the Security, with the exception that the District's security and the Water Security Portion will be first in priority regarding the security under the Security.
- ii. Under the Developer Agreement, the Developer must agree to at least the following terms regarding the Security:
 - a) The Developer and the District must agree that if special assessments on lots within the Special Assessment District are not paid as set out in the Developer Agreement, the following process will apply:
 - 1) the District will give the City notice of the Developer's default;
 - 2) the City will issue written demand for payment on the promissory note;
 - 3) when the City receives an amount sufficient to satisfy the deficiency, the City will provide the District with the deficiency amount;

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- 4) the District will place any funds received from the City into the sinking fund of the Special Assessment District for the Project; and
- 5) the District will not apply the funds to pay special assessments on any property within the Special Assessment District, but will instead make any debt service payments necessary on the bonds issued to finance the Water Infrastructure and the District Monitoring Equipment; however, if the Developer subsequently pays the principal amount of delinquent special assessments to Cass County, the District, upon receipt of those funds from Cass County, will transfer the funds to the City (less any costs incurred by the District), and the City will return the funds (less any costs incurred by the City).
- b) The Developer's duty to maintain sufficient Security regarding the Water Security Portion will only be extinguished in accordance with the terms of the City's IMPROVEMENT DISTRICT AGREEMENT, or when all special assessments for that lot or parcel, certified or uncertified, regarding the Special Assessment District are paid. The sale, tax sale, transfer, or other disposition of any lot or parcel within the Special Assessment District will not impact the Developer's duty to maintain sufficient Security regarding the Water Security Portion.
- c) The City will authorize reduction of the principal amount of the Security regarding the Water Security Portion in accordance with the terms of the City's IMPROVEMENT DISTRICT AGREEMENT.
- d) The Developer will pay all costs, including reasonable attorneys' fees, incurred by the City and the District in enforcing the Developer's obligations and duties regarding the Security.

8. **Reimbursement of the City.** Upon completion of the construction and close-out of the Project, the City will present a statement to the District for the final costs of the engineering, development, design, bidding, administration, construction, quality control testing, project closeout, and interim financing regarding the Water Infrastructure and the District Monitoring Equipment. To determine the amount due from the District, the City will calculate its actual costs for the design, quality control testing, interim financing, and construction regarding the Water Infrastructure and the District Monitoring Equipment, and the City will add 13% to reimburse the City for its costs regarding engineering, development, design, administration, special assessment commission expenses, and project close-out. Within 90 days of its receipt of the City's statement, the District will reimburse the City for costs incurred by the City, and the City's 13% administrative fee, regarding the Water Infrastructure and the District Monitoring Equipment.

9. **Assessment Analysis.** For purposes of levying special assessments regarding the Special Assessment District, the District must determine the benefits of the Water Infrastructure and the District Monitoring Equipment to the Developer Property, and to each lot or parcel within the Developer Property. The City will assist the District in its review of benefits and assessments regarding the Special Assessment District, in accordance with the District's benefit analysis requirements under Chapter 61-35 of the North Dakota Century Code. Specifically, the City will utilize its Special Assessment Commission to consider and recommend the proposed benefits to the Developer Property, and to each lot and parcel within the Developer Property, for purposes of recommending an assessment list to the District regarding the Special Assessment District. In light of the City's Special Assessment Commission's technological capabilities regarding assessment calculations, and the parties' similar methodology for determining benefits for water infrastructure improvements, the parties agree the City's Special Assessment Commission and its recommendations will be valuable for the District as it evaluates benefits and approves a final assessment list to create the Special Assessment District. Following the initial certification of assessments to Cass County by the District, the District will be solely responsible for determining and certifying assessments for subsequent years. The District will create the Special Assessment District to assess the Developer Property to reimburse the City for its costs incurred in engineering, development, design, bidding, administration, construction, quality control testing, project closeout, and interim financing regarding the Water Infrastructure and the District Monitoring Equipment. The final assessment amount regarding the Special Assessment District will be the amount the District remits to the City, any administrative fee incurred by the District, attorneys' fees of the District related to creation of the Special Assessment District, bond counsel fees, and all other bond issuance costs.

10. **Tax Foreclosures.** If any of the Developer Property lots or parcels within the Special Assessment District revert back to Cass County, or if Cass County forecloses on any lots or parcels for non-payment of taxes, and there are outstanding special assessments regarding the Special Assessment District on any lot or parcel within the Developer Property, the District will not attempt to purchase any lots or parcels from Cass County unless the City elects not to purchase the foreclosed lots or parcels. The City may purchase any portion of the Developer Property obtained by Cass County due to non-payment of taxes; if the City elects not to purchase any portion of the Developer Property obtained by Cass County, the District may then elect to purchase the lots or parcels. However, the City agrees that in any subsequent resale of any lot or parcel of the Developer Property by the City, the City will include in the purchase price the amount of any unpaid special assessments owed to the District regarding the Special Assessment District, plus interest at the legal rate, and will remit that amount to the District within 30 days of the date the City sells the Developer Property lot or parcel. If, in good faith, the City cannot sell the property for an amount sufficient to cover all of the outstanding special assessments of both the District and the City, the City and the District will split the purchase price of the property in proportion to the total amount of assessments owed to the City and the District.

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11. **Water Service.** The District has exclusive jurisdiction to provide water service to the Developer Property in accordance with Sections 1926(b) and 6-09.4-22. Following the City's completion of the Project, all owners of all parcels within the Developer Property will be subject to the District's membership and water service guidelines, BY-LAWS, RULES AND REGULATIONS, policies, rates, fees, and requirements, as may be amended, and the District will provide water service to the Developer Property, and all owners of all parcels within the Developer Property.

12. **Membership and Water Billing.** In the event the Project includes connection to the City's water supply system, and the District's purchase of water from the City, for purposes of providing water service to the Developer Property, the City will bill the District, in accordance with the terms of a separate WATER PURCHASE AGREEMENT between the District and the City. All owners and subsequent purchasers of any and all parcels within the Developer Property will be user members of the District, and they must comply with all of the District's membership and water service guidelines, BY-LAWS, RULES AND REGULATIONS, policies, rates, fees, and requirements, as may be amended, including their responsibilities as members to construct and maintain water service lines on their individual lots or parcels, as necessary to connect their individual lots or parcels to the Water Infrastructure from their respective curb stops, at their own cost. The District will provide metering equipment for each member and parcel, and each member will install the metering equipment, in accordance with the District's membership and water service guidelines, BY-LAWS, RULES AND REGULATIONS, policies, rates, fees, and requirements, as may be amended. The District will bill every member and parcel within the Developer Property directly at its rates applicable to each parcel, and including any costs or fees incurred by the District or charged by the City regarding the District's purchase of water from the City; the District will collect and retain all billing from members in accordance with the District's standard practices and policies. The District's billing will include its rates applicable to the Developer Property in accordance with the District's membership and water service guidelines, BY-LAWS, RULES AND REGULATIONS, policies, rates, fees, and requirements, as may be amended. Upon request from the City, the District will provide billing information regarding any of the properties within the Developer Property.

13. **Water Quality and Testing.** The District and the City will cooperate, at each party's own expense, with the North Dakota Department of Environmental Quality ("DEQ") regarding water quality and testing requirements applicable to the Project in accordance with North Dakota law, including Chapter 61-28.1 of the North Dakota Century Code, and in accordance with DEQ's applicable rules and regulations.

14. **City Right of Way.** At no cost to the District, the City will grant the District all necessary temporary and permanent easements or other documents of permission regarding the District's ownership, construction, reconstruction, operation, management, repair, improvement, or maintenance of any Water Infrastructure over any property owned or controlled by the City. Any easement or permission document from the City to the District will require the District to comply with the City's Excavation Permit requirements.

15. **Water Restrictions.** The District will cooperate with the City regarding any water use restrictions enacted by the City, including communication of the City's water use restrictions to the District's members within the Developer Property under this Agreement.

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16. **Future Expansions.** The parties must mutually agree to any expansions or extensions of the Project or improvements to the Water Infrastructure to accommodate other developments, properties, or users of either party.

17. **Non-Waiver.** The parties agree neither this Agreement nor the parties' rights and obligations will act as any waiver of the District's exclusive rights to provide water service within its service area or to design, install, construct, own, operate, and maintain all water infrastructure within its service area; this Agreement does not vest the City with any right to provide water service to any property within the District's service area, except as provided in this Agreement; and the District maintains all jurisdiction and territorial integrity over the Developer Property.

18. **No Forbearance.** The failure or delay of any party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right to enforce each and every term of this Agreement.

19. **Governing Law.** This Agreement will be construed and enforced in accordance with North Dakota law and, where applicable, United States federal law (e.g., 7 U.S.C. § 1926(b)); the parties and this Agreement are subject to North Dakota and applicable United States federal law; any litigation arising out of this Agreement will be venued in North Dakota State District Court in Cass County, North Dakota, with the exception of any litigation regarding, or that may impact in any way, the District's exclusive rights regarding the Developer Property under 7 U.S.C. § 1926(b), which will be venued in U.S. Federal District Court for the District of North Dakota; the parties waive any objection to personal jurisdiction or venue; and neither party can or will assert the law of any other state or jurisdiction to avoid liability or to challenge jurisdiction or venue.

20. **Assignment.** Neither party may transfer or assign this Agreement nor any rights or obligations under this Agreement without the express written consent of the other party.

21. **Successors.** The covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties' successors and assigns.

22. **Survival of Agreement.** If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable; however, the parties will reconvene negotiations and will reform or replace any invalid, illegal, or unenforceable provision or portion of this Agreement with an alternative provision that is enforceable and bears as close resemblance as possible to any provision determined invalid, illegal, or unenforceable.

23. **Amendments.** Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

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24. **Interpretation.** This Agreement will be construed as if prepared by both parties
25. **Headings.** Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.
26. **Effective Date.** This Agreement will become effective on the date of execution by the last party to sign.

(Signatures appear on the following pages.)

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CASS RURAL WATER
USERS DISTRICT

Todd Ellison, President

ATTEST:

Barry Bowman, Secretary

Date: _____, 2026

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CITY OF WEST FARGO

Bernie Dardis, President of the Board of
City Commissioners

ATTEST:

Dustin T. Scott, City Administrator

Date: _____, 2026

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EXHIBIT A

Legal Description of the Developer Property

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EXHIBIT B

Proposed Plat of Grant Second Addition

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EXHIBIT C

The City's IMPROVEMENT DISTRICT AGREEMENT

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Lisa Sankey, Planner
2. PHONE NUMBER: 701-515-5370 DATE: June 9, 2026
3. AGENDA TITLE: A26-6 Zoning Ordinance Amendment to Title IV regarding inert
landfills (Second reading)
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.
5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable): N/A
6. ACTION BEING REQUESTED FROM CITY COMMISSION:
Approve second reading of the zoning ordinance amendment (Ordinance No.
1279)

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 st Reading:	06/01/2026
City Commission 2 nd Reading:	06/15/2026

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 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.

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

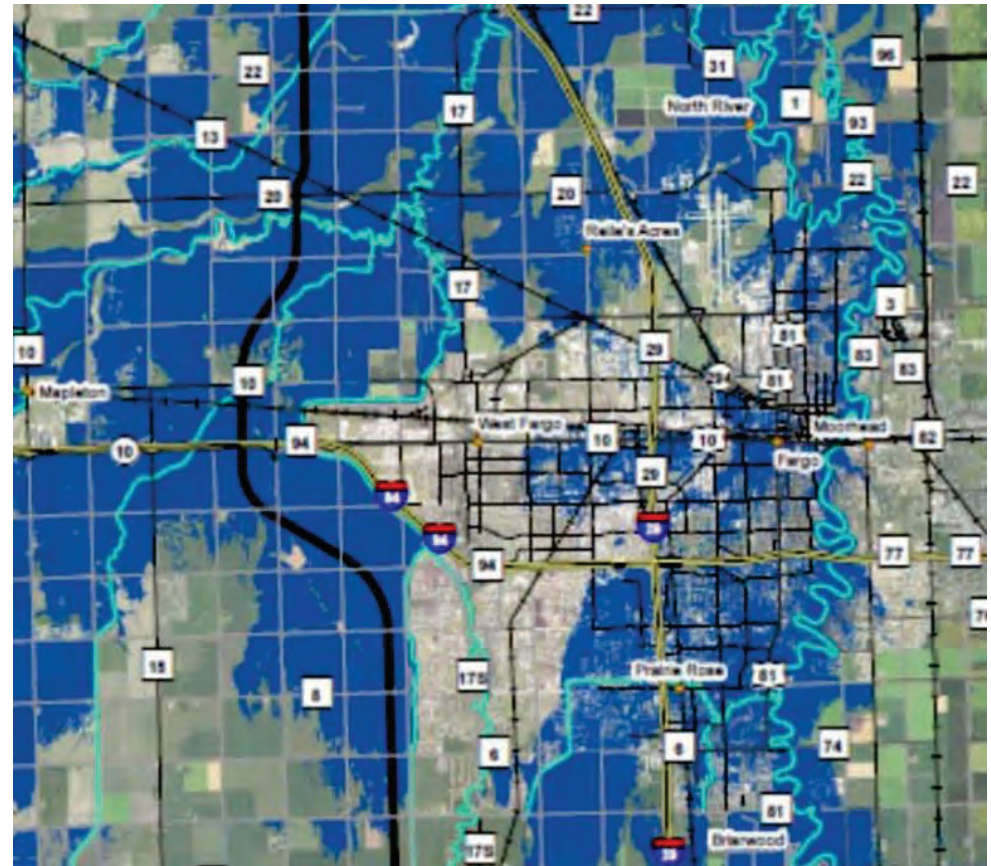
1. FAA Form 7460-1 FAA can approve exceptions
2. FAA recommendations are guidance

4. Local Zoning & State Approval



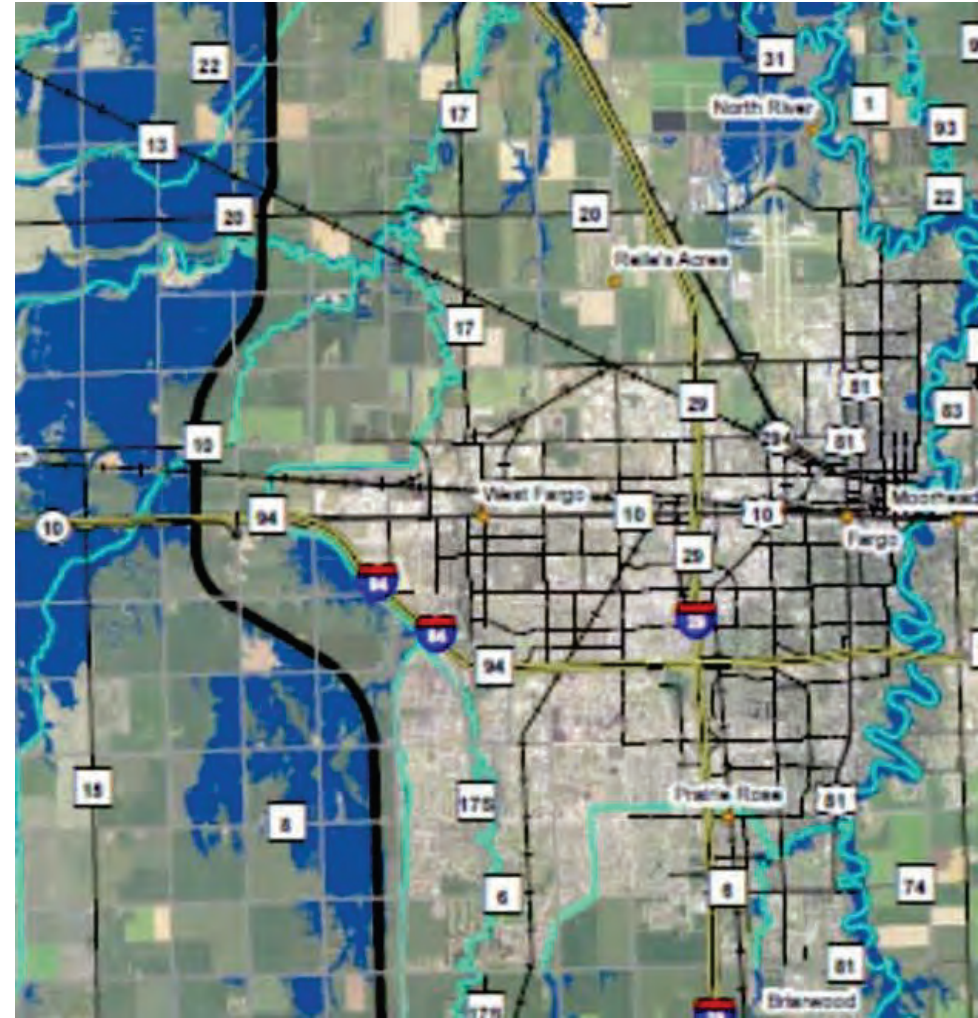
100 Year Flood Plain

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



100 Year Flood Plain

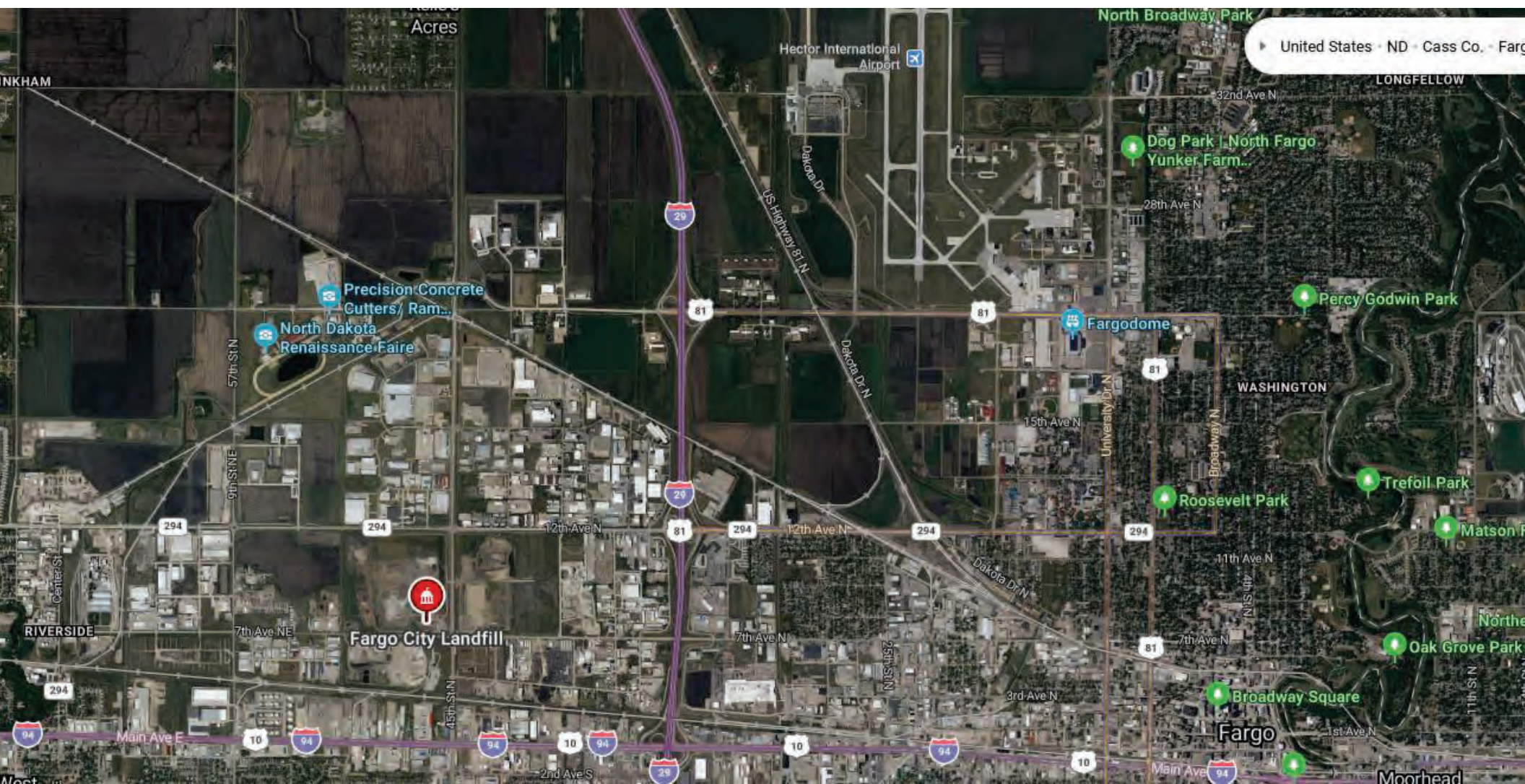
- After Red River Diversion
 - Future Status
- Landfills allowed
 - Inside Diversion
 - In most ET area



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.

Why do we need a new inert landfill and when?

Why do we need a new inert landfill and when?

Current Inert Landfill

- 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 is 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.

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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:

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

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: A26-9 Growth Area Plan, review and discussion of draft plan document

Presented By: Aaron Nelson, Planning Director

Requested Action/Staff Recommendation: Discussion only. No action requested

Background & Project Summary:

The project kicked off in February 2025 with the goal of producing a Growth Area Plan to strategically guide the City's future development in an orderly and coordinated manner that is both fiscally sustainable and consistent with the community's vision for the future of West Fargo. The project is intended to proactively prepare for anticipated population growth and development upon completion of the FM Diversion project and the associated removal of vast swaths of the City's future growth area from the floodplain.

The draft Growth Area Plan is included in this packet for review and comment. At the June 15 meeting, staff will provide a brief project update and welcome any discussion, questions, or comments from Commissioners.

After the June 15 meeting, staff will be working with the project team to finalize the plan document. A public hearing on the final plan document is scheduled for the July 14, 2026 Planning & Zoning Commission meeting. Prior to final approval, an additional public hearing will be scheduled for the City Commission, likely at the July 20, 2026 meeting.

Attached Supporting Documents:

- Draft Growth Area Plan
-

Previously Presented Information & Commission Actions:

September 3, 2024 – City Commission project discussion.

October 7, 2024 – Project initiation and City Commission authorization to issue project RFP.

January 20, 2025 – Contract approval by City Commission.

April 21, 2025 – Project Discussion (at Commission Stakeholder Meeting #1)

October 20, 2025 – Project Discussion (at Commission Stakeholder Meeting #2)

May 4, 2026 – Project Discussion (at Commission Stakeholder Meeting #3)

West Fargo City Commission

Bernie Dardis, Commission President

Brad Olson, Commission Vice President

Roben Anderson, Rory Jorgensen, Amy Zundel, Commissioners

Dustin Scott, City Administrator



GROWTH AREA PLAN

CITY OF WEST FARGO, NORTH DAKOTA
Final Report June 4th, 2026



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ACKNOWLEDGEMENTS

The City of West Fargo and the project team is grateful for the guidance of the Mayor, City Commissioners, Planning and Zoning Committee members, and numerous staff members who provided invaluable feedback that shaped this plan.

CONSULTANT TEAM



HKGi



Apex
Engineering Group

PARTNER AGENCIES

- West Fargo Public Schools
- West Fargo Parks District
- Cass Rural Water District
- Cass County

BACKGROUND INFORMATION

PROJECT PURPOSE

Since the completion of the West Fargo 2.0 Redefining Tomorrow (Comprehensive Plan) was adopted in 2018, much has happened that challenges the course of how communities traditionally would develop and grow. The events of the past six years do not necessarily change the vision articulated in the West Fargo 2.0 plan, but they do add to the challenges of interpreting the vision with balancing growth. The West Fargo Growth Area Master Plan will ensure that growth can happen in a manner that aligns with the public interest and vision, as well as coordinated with partner entities and is fiscally sustainable.

This plan is an addendum to the West Fargo 2.0 Plan and is considered part of the City's Comprehensive Plan.

This plan addresses:

- Land use
- The urban form
- Annexation
- Municipal service extension
- Transportation
- Public uses
- Parkland/greenspace
- Economic development
- Fiscal impacts and fiscal sustainability
- Capital improvements
- Infrastructure improvements



PROJECT STUDY AREA

The growth area for West Fargo has been segmented into two focus areas, for the purpose of this plan. The Primary Focus Area covers land within the City that currently houses the decommissioned sewage lagoons (As of 2017, the City of West Fargo began sending wastewater to the City of Fargo's regional water reclamation facility), the land between the City limits and the diversion, as well as a half-mile buffer around I-94 the within the City's growth area. The Primary Focus Area is 10,654 acres. The Secondary focus is roughly 18,785 acres and fills in the remaining land within the City's growth area.

1

PRIMARY FOCUS AREA: 10,654 ACRES

- Periphery of the City's corporate limits (inside & outside)
- Exclusive extraterritorial jurisdiction, within the FM Diversion alignment
- City lagoon property
- I-94 Corridor, west of the City

2

SECONDARY FOCUS AREA: 18,785 ACRES

- Extraterritorial jurisdiction (exclusive and joint jurisdictional) outside of Primary Focus areas
- Mixed-use nodes and other infill opportunity areas within the City's corporate limits

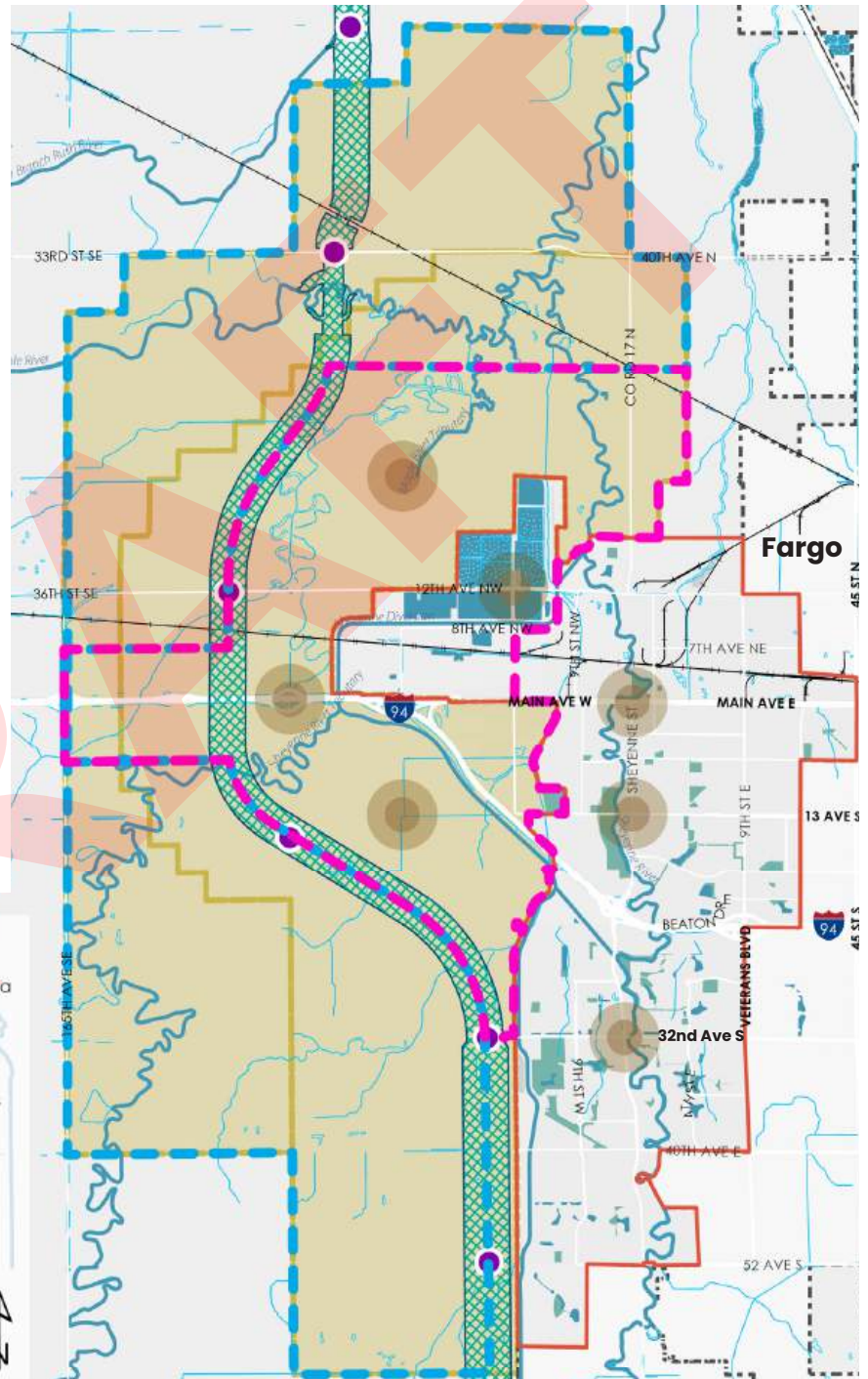
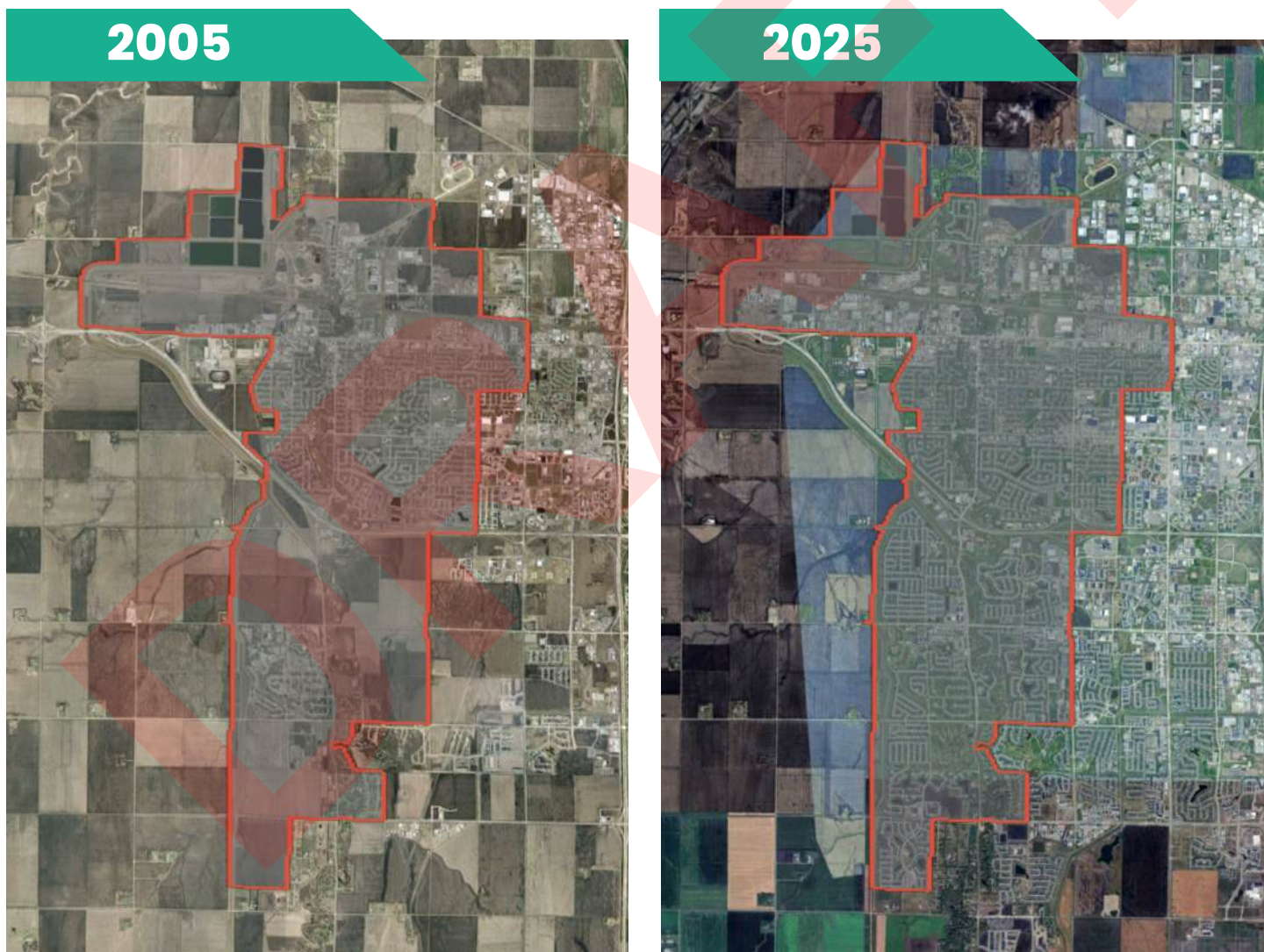


Figure 1.1 Primary and Secondary Focus Area map

CITY GROWTH HISTORY & PROJECTIONS

West Fargo has been one of the fastest growing communities in the Fargo-Moorhead metro area. The City has grown from a population of roughly 15,000 in 2000 to over 40,000 residents today. Growth has slowed in recent years, as the City approaches full build-out within the current City limits. However, with the completion of the FM Diversion – a major permanent flood protection project – a significant amount of developable land will be available for development (see page 18). Once official floodplain mapping is changed by FEMA, approximately 6,500 acres will be available for development without any additional flood protection measures needed.



Aerial photos showing growth in the City of West Fargo from 2005 – 2025



POPULATION PROJECTIONS

The City's population projections have consistently fallen below the actual census counts over the last few decades. The growth rate for the Metropolitan Statistical Area (MSA) as a whole is expected to be 1.44 percent per year by 2050. A Demographic Forecast Study from 2017 for all areas within the MSA was compared to the 2020 Census counts. West Fargo and Horace were the only communities that exceeded their population projections (West Fargo's population projections were exceeded by 3.3%). Overall, the population forecast for the MSA was 3.7 percent higher than the actual 2020 Census population count of 249,843.

POPULATION PROJECTIONS

Year of Projection	2000	2005	2010	2015	2020	2025	2030	2035	2040	2045	2050
1986	15,500										
1991	14,609	15,723	16,671	18,195	19,302	20,293					
1996	15,165	16,317	17,296	18,869	20,001	21,021					
2001		16,580	17,518	18,807	19,712	22,290	23,404				
2006			24,430	27,840	29,680	30,440	30,040	28,870			
2012				30,010	35,020	38,290	41,020	43,450	45,190		
2017					37,370	40,140	42,000	43,240	43,660	43,270	
2024						41,617	42,512	47,688	52,122	57,627	62,789
Actual Census or Census Estimate	14,940	20,584	25,830	33,398	38,626						

Table 1.1 Population projections



HOUSEHOLD SIZE

Bucking the trend of gradually decreasing household size in the nation, state, and county, West Fargo's average number of persons per household has remained relatively high and stable.

In 2020, North Dakota averaged 2.31 persons per household, and Cass County averaged 2.24, low compared to West Fargo's average of 2.52. Additionally, West Fargo's average persons per household has fluctuated only slightly in the last decade, while North Dakota and Cass County have both experienced gradual declines in household size.

Household size is especially important to consider when planning for housing stock in West Fargo as it grows. The higher average household size, counter to the national trend, indicates a need for responsive housing options.

Year	Average Persons Per Household
2010	2.49
2020	2.52
2025	2.47
2030	2.46

Table 1.2 Household size



INCOME

The median household income of West Fargo is \$96,877. This is 28% higher than that of Fargo (\$75,523) and 33% higher than the metro region (\$72,889).

According to projections by ESRI, overall median household income is expected to continue to increase by 2030, up to \$117,407. The proportion of people with incomes above \$100,000 is expected to increase by 6% over the next five years.

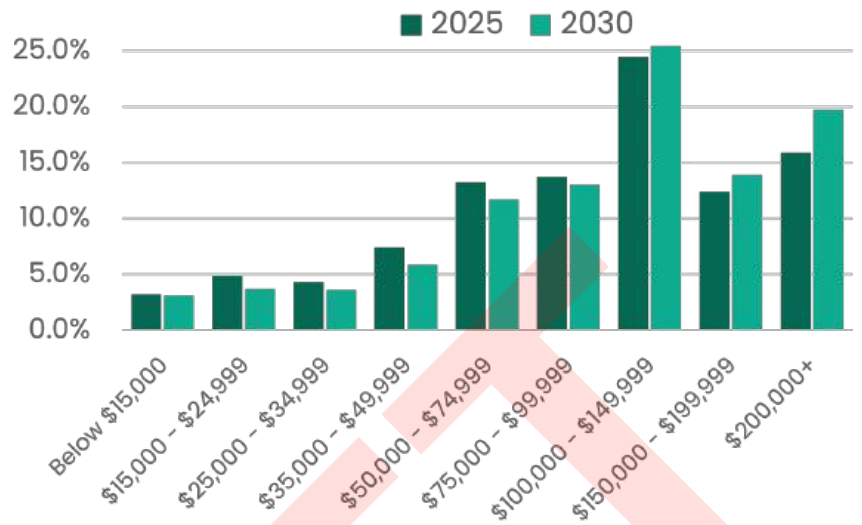


Figure 1.2 Income statistics



AGE

In line with national trends, as the Baby Boomer generation ages, the median age continues to increase. In 2020, the average age in West Fargo was 33.8 years, in 2025 it was 35.3, and by 2030 it is expected to reach 36.8. This is also connected to an increase of those at or above retirement age (65+). West Fargo is also expected to see a decline in the proportion of young children (9 and younger), and an increase in some working-age adult age groups (see figure 1.3).

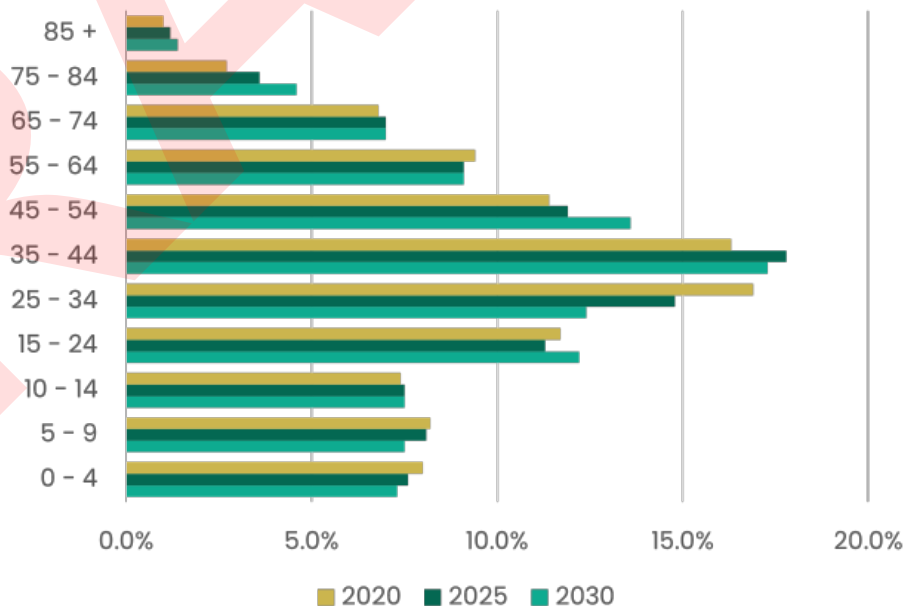


Figure 1.3 Age demographics

SUPPORTING PLANNING DOCUMENTS & STUDIES

The following pages provide a summary of plans and documents that provide valuable insight into the context of this planning process. Planning for such a large and complex area requires careful integration with other ongoing planning efforts to ensure that the plans are cohesive and complementary. Plans researched and reviewed for the development of this document are summarized below, but interconnections between these plans and the Growth Area Master Plan are embedded throughout this document.

2050 BASELINE DEMOGRAPHIC FORECAST (2022)

The [Fargo-Moorhead Metropolitan Council of Governments](#) (Metro COG) develops demographic forecasts for the Fargo-Moorhead metropolitan area every five years as part of the long-range transportation planning process. The Fargo-Moorhead Metropolitan Statistical Area (MSA) includes Cass County, North Dakota and Clay County, Minnesota. Additional forecasts were created for the Metro COG. Metro COG's Metropolitan Planning Area (MPA) covers 21 cities, 15 townships in Cass County, and 16 townships in Clay County.

POPULATION FORECASTS

The "Most Likely" population scenario from the forecast provides an overall population increase for the MSA from the 2020 U.S. Census Bureau number of 249,648 to 357,322 in 2050. This represents a 43.1 percent increase in the total population of the MSA between 2020 and 2050.

HOUSEHOLD FORECASTS

The "Most Likely" scenario provides an overall household increase for the MSA from the 2020 baseline number of 101,722 to 145,476 in 2050. This is a 43.0 percent change between 2020 and 2050. The "Best Case Scenario" provides an overall household increase for the MSA from the 2020 baseline number of 101,722 to 160,903 in 2050. This is a 58.2 percent change between 2020 and 2050. For the purposes of this forecast, "household" is a group of people living in a dwelling unit while "housing unit" is another term for a dwelling unit.



EMPLOYMENT FORECASTS

The "Most Likely" scenario provides an overall jobs increase for the MSA from the 2020 baseline estimate of 183,356 to 235,326 in 2050. This is a 28.3 percent change between 2020 and 2050. The "Best Case" scenario provides an overall jobs increase for the MSA from the 2020 baseline estimate of 183,356 to 252,531 in 2050. This is a 37.7 percent change between 2020 and 2050. The graph breaks this data down into ten industries and their respective growth between 2020 and 2050.

WEST FARGO 2.0 COMPREHENSIVE PLAN (2018)

West Fargo 2.0 seeks to implement a vision that preserves the character of the City of West Fargo, still perceived by some as a rural community, while addressing growth in a way that provides, protects and improves upon the high quality of life for all residents. This plan focuses on sustainable development — measured by environmental stewardship, economic prosperity, and an equitable distribution of community resources — that reflects the community's unique character and local values.

- West Fargo for the past two decades has been the fastest-growing city in Cass County.
- West Fargo has permanent flood protection in the form of a diversion channel that directs the waters of the Sheyenne River away from the community.
- In Fargo, there are 0.81 jobs per capita. In West Fargo that number drops significantly to 0.37 jobs per capita
- The Fargo–Moorhead Area Diversion Project (FM Area Diversion Project) stands to open up an abundance of developable land for economic development in the northwestern quadrant of the city. This area is highly desirable for economic development, as it is positioned along a major rail corridor, I-94, and an easy drive from Hector International Airport. The Fargo–Moorhead metro region has pent up demand for flex space that accommodates a variety of uses including warehousing, distribution, research, office, and light manufacturing.

The plan also contains a list of recommendations for the northwest sector of the city within the Growth Area.



FRAMEWORK FOR GROWTH PAGES 118–143

- Support for the concept of a deferred development and growth approach; focusing on redevelopment of the existing nodes. The nodes identified include the downtown, 32nd Ave and Sheyenne St, intersection, as well as the possible development of the lagoons should they be relocated or close. The Deferred Development and Growth Map also takes into consideration the planned FM Area Diversion Project which would provide a large amount of “new” dry land to the west of the existing Sheyenne Diversion.
- Redevelopment should happen in certain areas to add more intensity of the use of the land and future growth should be proactively planned in a more efficient fashion.

FARGO GROWTH PLAN (2024)

Fargo Growth Plan 2024 is a master plan to help navigate the Fargo community through a critical time in its development history.

The plan addresses growth from a broad perspective, looking at both the extra-territorial jurisdiction and infill development opportunities. Fargo added over 20,000 residents in the last decade and experienced rapid growth on its edges as well as an uptick in downtown reinvestment.

PRESSURES ANTICIPATED BY THE CITY:

- To accelerate southward growth
- Constrain and conserve (fiscally, economically, and environmentally) the development of land becoming available due to diversion
- Inward growth- expansion will also make internal redevelopment more feasible and higher quality (especially areas on the edges of downtown), and also an opportunity cost to not redeveloping and investing in the form of blight and deferred maintenance
- Growth generally- the city needs to change, but can't guarantee anticipated population growth rates, especially with changing demographics and falling birthrates

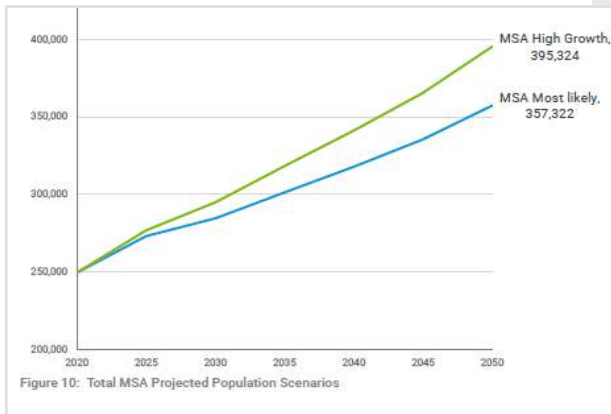


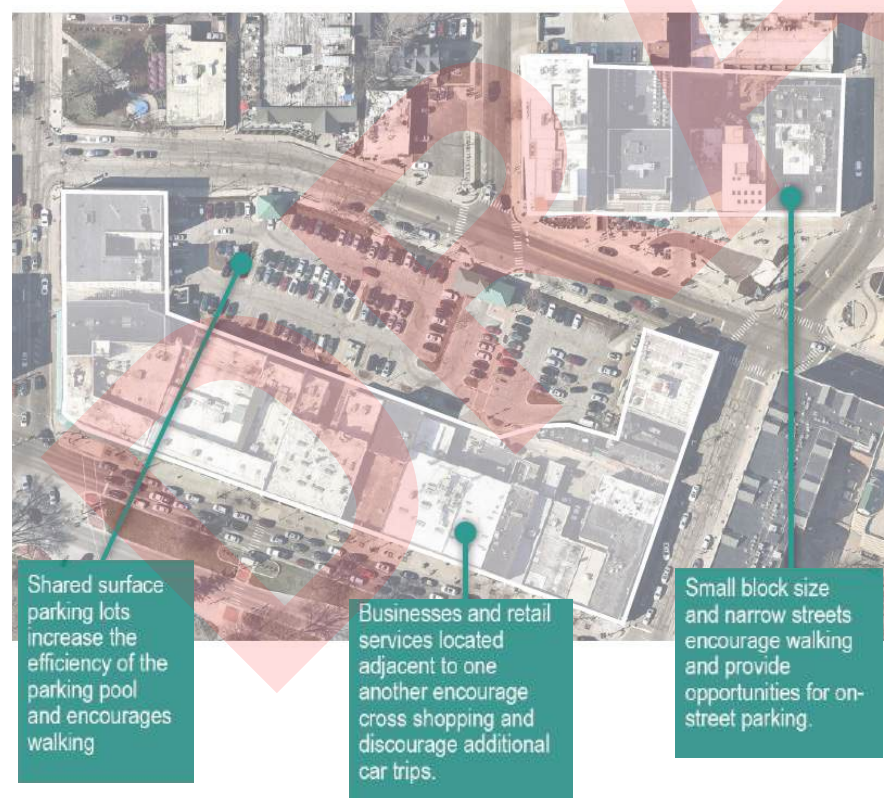
Figure 1.4 Total MSA Projected Population Scenarios for Fargo

KEY PLAN EXAMPLES:

1. Growth History -previous patterns of growth
2. Intentions for future growth -preferred growth scenario and guiding principles
3. Practical growth management- policy framework, what the city can say "yes" to
 - Context sensitive expectations (consideration of transect, place types, growth grid, growth centers)
 - By right development (streamlined system of by right approvals, clear expectations, predictability)
 - Optimal growth (projects that best fit stated growth intentions from framework are eligible for assistance or incentives)
4. Implementation- tools, policies, process to implement framework

FARGO/ WEST FARGO PARKING & ACCESS STUDY (2018)

The purpose of this study is to analyze how parking plays a role in site development, how street networks can be best laid out to create efficiency in the transportation network, and how modifications to both access and parking regulations can achieve the goals of Metro COG, Fargo, and West Fargo. The population of West Fargo has increased by 106 percent since 2000 to a 2017 estimate of 34,858.



ISSUES IDENTIFIED WITH CURRENT DEVELOPMENT PATTERNS:

- Separated land uses (with separate parking fields)
- Large number of curb cuts
- Site design barriers between land uses
- Roadway barriers between land uses
- Separated garages

The plan establishes a framework of distinct street types that specifically correlate to the surrounding land uses, supporting the development of livable neighborhoods and the appropriate amount of parking.

The plan proposes strategies to right-size the regional parking footprint. The study determined that Fargo and West Fargo have significant areas of underutilized parking.

FARGO-MOORHEAD REGIONAL HOUSING NEEDS ANALYSIS AND STRATEGIES (2023)

This document is a comprehensive study aimed at identifying and addressing the housing needs and challenges in the region. This report analyzes how housing and demographic trends impact the housing market and documents the housing needs and demands for the areas of Fargo, Moorhead, West Fargo, Horace, and Dilworth. The study findings verify that housing issues facing the region go beyond jurisdictional boundaries. To address these challenges, the region must take an approach that is collaborative and coordinated among all stakeholders.

THE STUDY ESTABLISHES FIVE HOUSING GOALS:

-  Promote regional coordination for housing strategies
-  Educate city and county staff elected officials, and residents on key housing challenges facing the region
-  Help current residents stay, grow, and age in the region
-  Accommodate new population and job growth by supporting more housing choice through different tenures and building types
-  Create more opportunities for entry-level homeownership

THEMES THAT IMPACT THE HOUSING MARKET

- **Strong Employment Growth:** Over the past 10 years, the region has added nearly 23,000 new jobs, and expect more with the diversion development
- **Housing Supply Lagging Behind a Changing Demand:** ratio of 1.5 jobs to units, compared with 1.3 nationwide
- **Opportunity for Increased Homeownership Access:** in 2022 the minimum income required to purchase the average home was \$81,000. At this income, less than 20% of renters could purchase a home
- **Lack of Sufficient Affordable Rental Housing:** The largest share of rental housing need is among families earning less than \$35,000.

OTHER COMMENTS:

- As West Fargo becomes more land-constricted, the City must be strategic in creating denser housing.
- West Fargo is home to 15% of the region's population, only 9% of the regions 5+ unit housing stock is in West Fargo.
- Horace, West Fargo, and SW Fargo have experienced substantial development over the past 5 years, driven by new flood protections, lower cost land, and new job hubs.
- Over the next 10 years, Cass and Clay Counties will need at least 16,400 additional units

LONG TERM STRATEGIES:

	Land Use Policies	Funding Strategies	Laying the Groundwork for Future Growth
Cities	• Allow for and Reduce Barriers to Soft Density (2-9 Unit structures) • Support and Reduce Barriers for Multifamily within Regional Employment Nodes • Prioritize Transit-Oriented Development • Allow and incentivize the construction of Accessory Dwelling Units (ADUs)	• Provide Multifamily Rental Gap Financing • Create a Naturally Occurring Affordable Housing (NOAH) Preservation Strategy • Maintain and Increase Investments to Services for Low-Income and Homeless Residents • Market Publicly Owned Land Nationally • Expand Capacity / Aid Growth of the Cass Clay CLT	• Establish a Regional Housing Committee • Educate Staff and Coordinate Planning Efforts among Municipalities • Invest in transportation, childcare and education to meet the needs of future and current residents
Regional	• Regional Coordination on a Comprehensive Growth Strategy	• Establish a Regional Housing Trust Fund • Pursue Additional State and Federal Funding	• Establish Clear Guidance on Future Infrastructure Investments • Grow National Developer Interest in the F-M Region

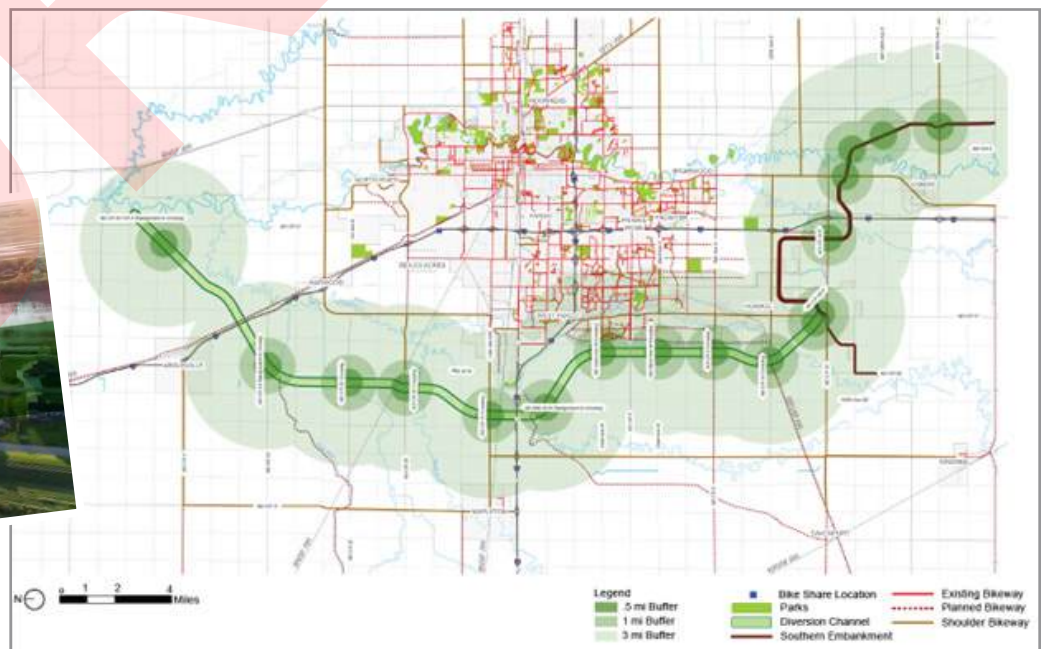


FARGO-MOORHEAD GREENWAY: RECREATION MASTER PLAN (2020)

This plan provides recommendations for the Fargo-Moorhead (FM) Greenway trails and select other recreation features to be implemented on the Fargo-Moorhead Area Diversion, taking advantage of land not needed for the direct conveyance of floodwater flows, such as the Excavated Material Berms (EMBs) and floodwater storage embankments. The FM Greenway will be established on the base conditions determined by the FM Diversion Authority and US Army Corps of Engineers (USACE) such as undulating EMBs, vegetation, and maintenance roads that will double as recreation trails. This plan identifies the establishment of a governance structure for the design and implementation of recreation facilities and for ongoing operations and programs as a key component to the successful implementation of the FM Greenway.

The FM Greenway would be a 30-mile, signature greenway that will serve as a catalyst for year-round recreation and economic development. The greenway will parallel the FM Area Diversion spanning the western edge of the Fargo-Moorhead metropolitan area. The significant public infrastructure corridor has the capacity to concurrently function as a greenway that provides recreation opportunities to Fargo-Moorhead residents on a daily basis. Today, there is a gap in signature recreational opportunities in eastern North Dakota. Fargo-Moorhead area residents typically need to travel over 50 miles to regional parks. It is intended to provide a new space for programming and events, active recreation, passive recreational enjoyment, and extend the region's trail network.

The project included two rounds of public engagement. The first round of engagement occurred early in the process and focused on introducing the project and soliciting input on what recreational activities people would like to see along the greenway. Biking Trails and Walking trails were the top responses to the question of activities survey respondents wanted from the space. There was also interest in cross-country skiing and winter equipment rentals. The second round of engagement occurred after the release of the draft master plan. It focused on heightening awareness of the draft master plan and then gauging support for the greenway itself and for the proposed recreation activities along the greenway. Ninety-two percent of survey respondents indicated that they either strongly supported or supported the creation of the Greenway, with 77 percent indicating "strong support." There was also strong support for a cross-country ski trail, snowshoe trail, and single-track mountain bike trail.

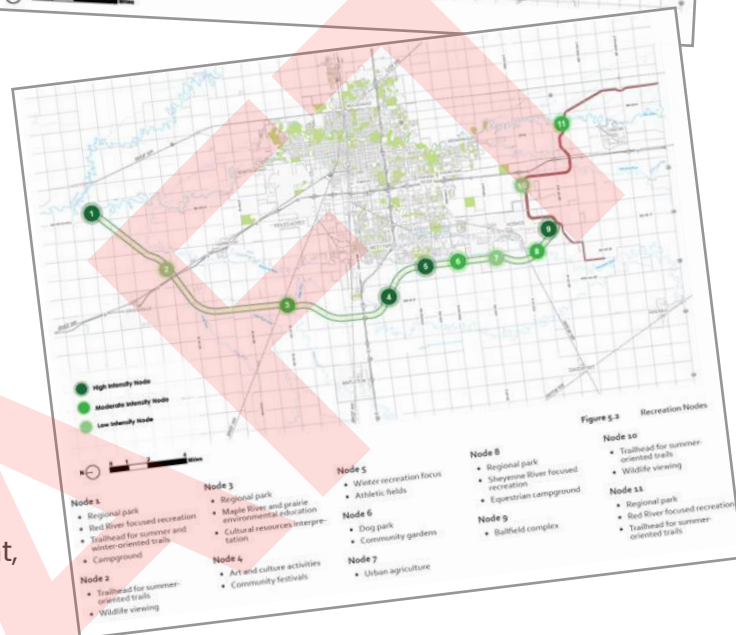
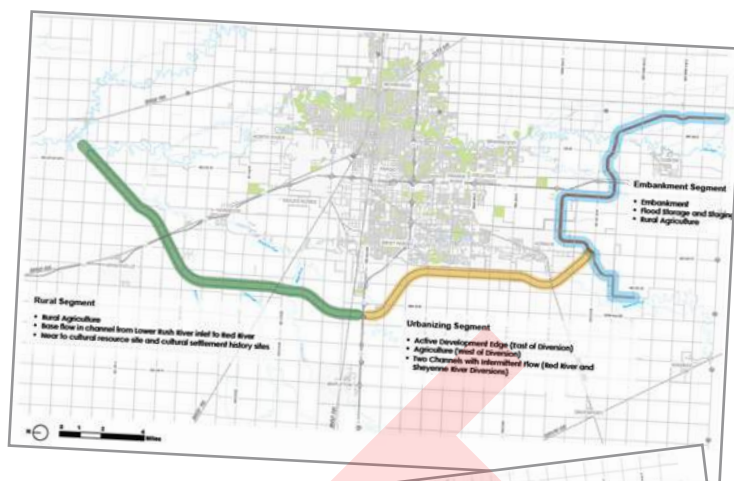


Reaction nodes and proposed greenway alignment



RECREATION FEATURES AND ACTIVITIES THAT 70 PERCENT OR GREATER OF RESPONDENTS INDICATED THEY EITHER SUPPORTED OR STRONGLY SUPPORTED INCLUDE:

- Environmental education
- Cultural resource interpretation
- Camping
- Community festivals
- Community gardens
- Urban agriculture
- Dog park



Metro COG, in collaboration with metro area jurisdictions, has developed a plan for a regional bicycle network. A portion of this network is comprised of multi-use trails that also serve pedestrians. The greenway is intended to coordinate with this network to create loops of varying distances and improve connectivity.

FM Greenway will be divided into three general segments: the Rural Segment, Urbanizing Segment, and the Embankment Segment and specific locations along the greenway were identified as potential nodes of recreation activity.

NORTHWEST METRO TRANSPORTATION PLAN (2020)

The Northwest Metropolitan Transportation Plan is an aggregated generalization of locally developed land use and comprehensive and related infrastructure planning documents. The study area for this plan is bounded to the north by 40th Avenue North/County Road 20, to the south by 19th Avenue North and Main Avenue/Interstate 94, to the east by Interstate 29, and to the west by the Fargo-Moorhead Area Diversion Alignment. The study area also extends east of Interstate 29 along 40th Avenue to University Drive (see map). This plan provides a regionally developed reference point to ensure that land use, density, roadway capacity, and cross-section needs are understood as local units of government consider future growth and development in the study area.

The primarily agricultural northwest metro area has the potential to increase the metropolitan area's population by 25%, given the density priorities established. This planning document provides the basis to support a transportation system that is built on community values and initiatives, tested through a rigorous scenario assessment and alternatives analysis. Full build out of this area is likely more than 50 years into the future.



Figure 1.5 Northwest Metro Transportation Plan – Assumed Land use

WEST 94 AREA TRANSPORTATION PLAN

This plan is focused on preparing West Fargo and the regional transportation system for the development of potential land Southwest of I-94 and the Sheyenne Diversion. This land, which is currently undeveloped, is expected to become highly desirable for development following the completion of the FM Area Diversion Project.

CHALLENGES TO DEVELOPMENT:

- Lack of Access with I-94 and Two Diversion Channels serving as barriers.
- Challenging Connectivity to City Water and Sewer Utilities – No capacity south of I-94.

PRIORITIES FOR PLAN:

- Increase Commercial Land Uses in West Fargo
- Protect Existing Neighborhood Streets from Traffic Impacts
- “Interstate access and transportation connectivity within the study area.

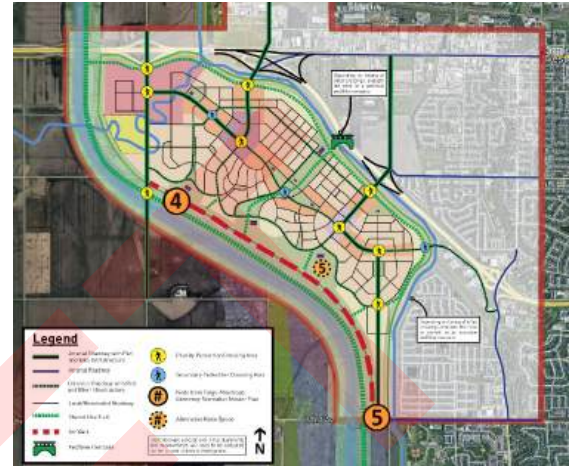


Figure 1.6 West 94 Area multimodal network concept

WEST METRO PERIMETER HIGHWAY STUDY (IN PROGRESS)

As the Fargo-Moorhead metropolitan area continues to grow, traffic volumes continue to increase on the interstate system (I-29 and I-94), as well as other urban corridors. A perimeter highway could alleviate traffic volumes through the Fargo-Moorhead metro area, cut down on trip lengths and travel times, and provide alternate routing options. As part of Metro COG's Interstate Operations Analysis, a preliminary look at projected traffic volumes on a west metro perimeter highway found that this corridor would be one of the most heavily traveled highways in Cass County.

In addition, land acquired for the FM Diversion project could potentially be used to implement portions of a west metro perimeter highway. With unused land being placed on the market in the near future, it is imperative for this study to analyze whether a west metro perimeter highway is warranted and feasible in the near and/or long-term horizon.

The objective of this study is to analyze the need and feasibility of a west metro perimeter highway, develop layouts, alternatives, planning level cost estimates, determine needed right-of-way, and develop an implementation strategy.

The Project's purpose is to link major transportation facilities (I-29, I-94, and arterial roadways) along a limited-access alternative route west of current and future growth areas in the Fargo-Moorhead metro area, which would contribute to a resilient transportation system by providing a reliever route to the interstate system and address future traffic transportation issues that would arise by 2050 or upon full development build-out.

The project at this point does not have capital funding allocated and likely will be located outside the primary study area. A proposed connection to I-29 could link up through Harwood, linking up with CR 22.



Figure 1.7 Potential Perimeter Roadway Alignments

WEST FARGO CIP(2024-2028)

The Capital Improvement Plan (CIP) for 2024-2028 is guided by the West Fargo City Commission Guiding Principles on Financial Policy for City Infrastructure and Buildings (adopted in 2021).

1. Reduce the use of Special Assessments as a funding source of City Infrastructure. (The City plans to do this by seeking grants or outside funding through eligible programs)
2. Seek the lowest-cost Long-Term capital through the issuance of loans, bonds, and other debt instruments when available.
3. Utilize the Capital Improvement Sales tax proceeds responsibly to fund projects as set forth in the Commission-approved Capital Improvement Plan.

FUNDING USES:

The majority of funding is slated for infrastructure projects (engineering department), followed by public works. Building project for the CIP includes the 2024 New City Hall Fit Up and future upgrades to the Public Works facilities.

Uses	Total	Percentage
CIP - Infrastructure	\$203,364,944	83.94%
CIP - Public Works	\$17,235,000	7.11%
CIP - Buildings	\$9,350,000	3.86%
CIP - IT	\$1,531,500	0.63%
CIP - Planning/ED	\$1,170,000	0.48%
Go Bond Payment	\$960,000	0.40%
CIP - Library	\$150,000	0.06%
Misc.	8,500,000	3.51%
Total	\$242,261,444	100%

Figure 1.8 CIP Project Funding Summary

FUNDING SOURCES:

Funding for these projects is expected to come primarily from federal sources, followed by sales tax, with 18% expected from Special Assessments. This is a decrease in Special Assessment use from the 2022 CIP (27%). Federal and State funding is based on availability and applications. Prairies Dog Funding is dependent on the amount of Oil and Gas Extraction Tax collected.

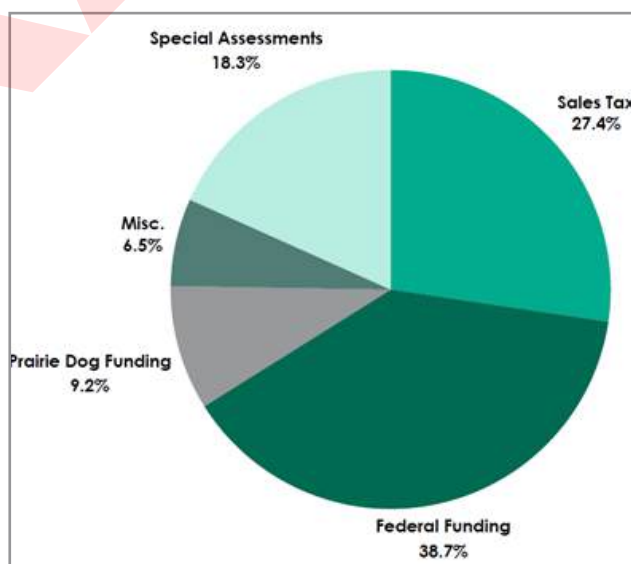


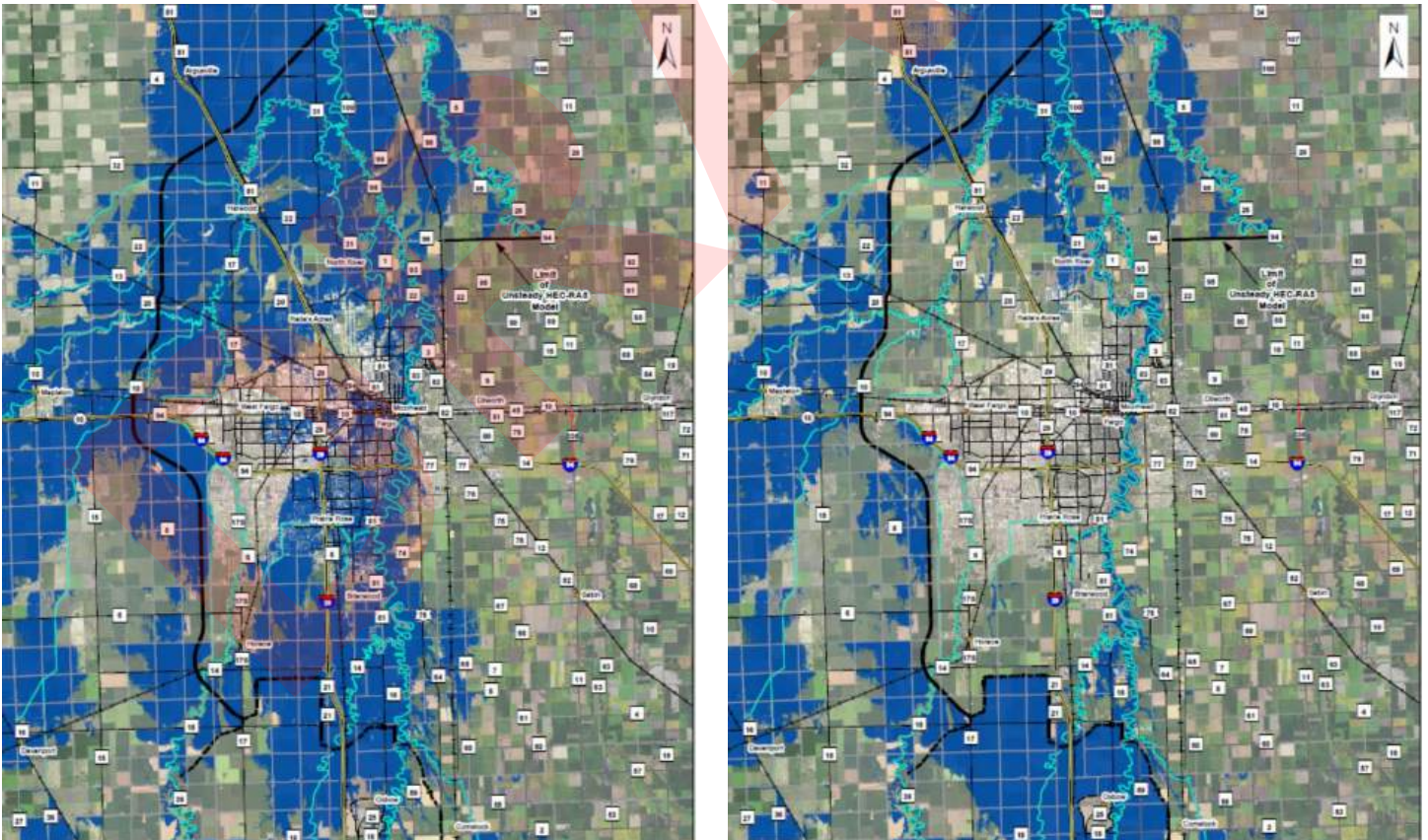
Figure 1.9 Allocation of CIP Funding by Percent

FM DIVERSION

The Fargo–Moorhead Area Diversion is a major permanent flood protection project that will remove most of the City’s future growth area from the existing floodplain.

The existing Sheyenne Diversion, constructed in 1992, has shielded Horace and West Fargo from a significant amount of flooding, therefore supporting development in the region. By 2027, the FEMA Diversion will be completed, supplementing the Sheyenne Diversion, and increasing flood protection for a larger portion of the Fargo–Moorhead area. Developers anticipate that the additional flood protection will significantly reduce costs for new and existing homeowners in the region and could spur an increase in development.

Once constructed, the diversion will prevent flooding for nearly 260,000 people. The diversion will bring approximately 8,000 acres of land out of the floodplain and make it available for development. FEMA will remap floodplains in 2030 once the diversion is complete– this will impact insurance rates and allow for more viable development in the areas that had previously been floodplain.



Figures 1.10 and 1.11 FEMA floodplain map before FM Diversion (left) and after construction of FM Diversion (right).

ISSUES & OPPORTUNITIES

LAND USE & DEVELOPMENT PATTERNS

EXISTING CONDITIONS

The City of West Fargo has expanded rapidly in recent decades. During this time the City has learned some challenging lessons about growth. Early on in the growth process, the City was willing to concede certain points in order to attract new construction and build momentum in West Fargo. As time went on, and West Fargo became a desired destination, the City was able to better protect the long term interests of residents when new developments were constructed.

Development has certainly brought more resources and opportunities to West Fargo, but it has also brought changes in character, traffic, loss of farmland, and increases in the infrastructure needed to service that growth. This infrastructure will remain in place for the long term, and remain an ongoing financial obligation for the City of West Fargo when this infrastructure needs to be replaced.

HIGHWAY 10/INDUSTRIAL

The Highway 10 corridor and areas to the north make up the City of West Fargo's industrial and commercial base. The industrial areas range in age and intensity from older contractor yards to newer distribution centers. Along Highway 10, office/flex, industrial, and commercial uses all intermingle. These land uses continue into Fargo to the east.

OLDER WEST FARGO

The neighborhoods between Highway 10 and Interstate 94 are some of the original development in the City. These neighborhoods range in age from the 1950s to the 1990s. They are reaching the point where infrastructure like roads and pipes are reaching the end of their lifespan and need replacement in the short term. The City has developed a plan for re-investment in the public services in this area.

This area has also seen new private investment along the Sheyenne Street Corridor. New mixed use buildings and creative re-use has brought new energy to West Fargo's downtown.

NEWER NEIGHBORHOODS

The Sheyenne Diversion, built in the 1990s opened new land for development. This in turn facilitated West Fargo's rapid growth in the 2000s and 2010s pushing further south. New development has been primarily single family neighborhoods, but has also included multi-family homes, commercial, and mixed use projects.

At this point, the City has filled most of the available, developable land in the City. There is land for less than 200 single family homes within the city limits. The development focus of the City for the next five years will likely be less on new growth, and more on infill and redevelopment.



Highway 10 Industrial



Original Neighborhood Development



Sheyenne Diversion Neighborhoods

GROWTH AREA EXISTING CONDITIONS

The construction of the FM Diversion project will bring thousands of acres out of the floodplain and available for development. While flooding has been the primary constraint, there are still remaining challenges that stand in the way of development. These include lack of infrastructure, distance from transportation corridors, airport restrictions, and proximity to industrial land uses and sewer lagoons.



AGRICULTURE

Most of the growth area is currently used for crop agriculture. Farmsteads exist along with cultivated land. Farmers will be able to continue farming, but it is anticipated that increased market demand for other land uses and higher holding costs associated with infrastructure may incent many farmers to sell land for development over time.



RURAL RESIDENTIAL

Some neighborhoods have been developed outside of the flood protected zones. In these areas, developers have the option to grade home sites at a higher elevation and then pursue a Letter of Map Revision (LOMR) issued by FEMA to reduce flood hazard risk and the associated insurance costs. These neighborhoods are typically on well and septic systems, but may be brought onto City infrastructure if development extends to them. Many in these neighborhoods have chosen to live in these areas for a more rural setting and lifestyle.



LAGOONS

The City owns approximately 600 acres of land north and west of the Sheyenne River Diversion that served as the City's sewer lagoons until the City connected to Fargo's water treatment system. Three of the lagoons are still serving the City as overflow on high volume days. These days occur when stormwater is picked up by sump pumps and put into the wastewater system, putting tremendous strain on infrastructure that could be avoided if sump pumps were directed outside instead of into sinks and drains connected to the sewer.

The lagoons have long been associated with odors related to the treatment of sewer water. This perception persists even though the odors have largely gone away as the ponds have been decommissioned and the overflow ponds only treat highly diluted water. This perception still influences how people think about this area of town and may impact marketability of development in this area. Because the City does own this property, there is the opportunity to shape what kind of development occurs here.



DEVELOPMENT PRESSURE

As the City has filled in, the development community is looking for new opportunities to build. Discussions with developers have shown a preference for the land south of Interstate 94. This is due to negative perceptions about the north and proximity to other neighborhoods on the other side of the Sheyenne Diversion.

Recently new development has been shifting to other communities such as Horace and the south side of Fargo. This has more to do with availability of developable land than other issues with West Fargo.

DEVELOPMENT DESIRES & SPECULATION

It is understood that development pressure is starting to extend into the growth area. While the likely scenario is that construction of new neighborhoods will not start until the FEMA maps are updated, developers have begun exploring options to purchase in this area. The City is also receiving calls of interest about annexation, provision of services, and entitlements in the growth area. In conversations with the development community, there is a much stronger desire to develop neighborhoods south of I-94, than north, however there are significant transportation and sewer service issues. Developers see the north as a further extension of the commercial and industrial patterns seen along the 10th Ave corridor, with some residential along the CR 17 corridor.

SCHOOLS

The School District has recently gone through shifts to their enrollment maps that have filled more of the schools in the south part of the City. They expect that with additional families, it will be a real challenge to serve growth in the area south of I-94. New homes in that area would likely need to attend schools north of I-94 in the short and mid term. With anticipated growth, the School District expects to need the following facilities in the growth area:

School	Needed	Typical Enrollment	Typical Acerage	Desired Location
Elementary	4-6	400-600	10 Ac.	Central to a neighborhood. Do not want large road crossings. Need to manage drop off/pick up traffic.
(K-5)	1	900-1,200	90 Ac. (shared)	Need access to a main road but recognize that extended frontage on collectors/arterials is not the highest/ best use of that land. North of 94.
Middle School	1	1,400-1,600		

Table 2.1

Schools also have the potential to shift development preferences. New schools north of I-94 may shift the perception of that area and attract families and homes, driving more residential development north.

COMPETITION WITH HORACE AND FARGO

Population growth is projected to be robust for all three Cities. It is likely that in the short term 0-10 years, more of the growth will be slanted towards Horace and Fargo as West Fargo land comes out of the floodplain and infrastructure needed to support growth is added.

Population					Households			
City	2025	2050 Likely	2050 High	Change	2025	2050 Likely	2050 High	Change
West Fargo	41,617	62,789	69,199	21,172 – 27,582	15,148	23,083	25,439	7,730 – 10,086
Horace	6,263	13,615	15,203	7,352 – 8,940	1,996	4,338	4,781	2,316 – 2,759
Fargo	135,147	164,507	183,689	29,360 – 48,542	59,993	74,149	81,726	13,357 – 20,934
Total	183,027	240,911	268,091	57,884 – 85,064	78,167	101,570	111,946	23,403 – 33,779

Table 2.2

With this much anticipated development, it is entirely appropriate for the City of West Fargo to hold new development to a high standard. At this point in the City’s growth, it will be most important that new development does not unduly create financially unsustainable situations for the City’s and its residents. There may be pressure on specific projects to provide concessions to encourage growth. The City needs to evaluate what the long term effects of that will be. It is possible that staff and leadership may hear sentiments such as “they don’t require that in Horace.” In those instances, the City needs to be willing to wait, and potentially accept less development to ensure the City is getting the right development. That may mean that projects not meeting the City’s standards will shift to Horace or Fargo, but that is in the best interest of West Fargo in the long run.

1-94 HIGHWAY ACCESS

Access to I-94 is existing or planned at 3 locations. These locations will impact how development occurs in the future:



1 RAYMOND INTERCHANGE Strengths:

- Interchange exists and provides access north and south
- First metro exit east of FM Diversion for those coming from the west
- Visibility south and north from interchange

Challenges:

- Current connections are largely unimproved roads
- Significant distance from developed areas and destinations in the Fargo-Moorhead area



2 15TH STREET/13TH AVENUE Strengths:

- Visibility to the north (fairgrounds property)
- Could help relieve pressure on the Sheyenne Street interchange and other collector road traffic in the Brooks Harbor neighborhood

Challenges:

- Not yet built
- Limited visibility to the south



3 26TH STREET/38TH STREET Strengths:

- Getting across the rail and Sheyenne Diversion would open more development land to the north
- Exists, serving the area north or I-94

Challenges:

- Challenged visibility to the south with the Sheyenne Diversion.
- Convoluted on/off is not intuitive
- Potentially duplicative with Raymond Interchange in the short/medium term

TIMING

There are some key timeline thresholds that will impact what can occur in the growth areas:

2026	City submits preference for interchange and begins pursuing funding (Approximately 10 year wait)
2027	Diversion comes online
2029-2030	FEMA Maps are updated, bringing land out of the floodplain and removing insurance costs from new development
2035-2036	Anticipated construction of first interchange
2035-2036	City submits preference for second interchange and begins pursuing funding (Approximately 10 year wait)
2045-2046	Anticipated construction of second interchange

LAGOONS

The city-owned Lagoons properties have tremendous development potential. With 600 acres under control of the city they can decide what will happen there in the future. Currently most of the lagoons have been decommissioned and the ones that remain are needed only on an overflow basis when inflow and infiltration create high volumes that are also highly diluted. Perceptions about the lagoons still remain with residents and among developers. Even though they are decommissioned and cleaned up, people may be hesitant to develop there because of past experiences or concerns about the soils or contamination.

The other challenge with the lagoons is a lack of access and visibility. The lagoons are not visible from any major transportation corridors. To get from the lagoons to the intersection of I-94 and I-29 is a 10-15 minute drive, including railroad crossings and unimproved roads. Companies looking for headquarters would prefer to minimize their staff's commute times, reduce trucking time and costs, and would like visibility to high volume roads. An interchange at 26th Street and overpasses at the rail lines and Sheyenne Diversion would greatly improve freeway access, but this will not be occurring in the short term.

PARKS & RECREATION

EXISTING CONDITIONS

MISSION

The mission of the West Fargo Park District is: The West Fargo parks district promises the development of new parks on-going maintenance of existing parks and facilities, and recreational programming for the community.

“Enriches the community through programs, facilities, and parks. We want the citizens of West Fargo to be physically, mentally, and socially healthy.

By providing diverse opportunities, we foster a sense of belonging and vitalize the community. We prioritize meeting the diverse needs and interests of our community with affordable, high-quality services.”

The Park District’s goals will also guide the way when it comes to providing parks and recreation opportunities as the City grows.



Charleswood Park



Exchange Club Field

NEIGHBORHOOD PARK MODEL

The West Fargo Park District has traditionally prioritized serving the community through the provision of neighborhood parks. This includes ensuring that new neighborhoods have parkland set aside and developed with park features. These typically include standard features such as:

- Playgrounds
- Courts
- Open, Informal Playfields
- Picnic Shelters
- Walking Trails/Sidewalks

The intent is for every resident in a neighborhood to have a park with the basic standards that they can walk to within a reasonable distance and walk-time. This is approximately half a mile or a ten minute walk. New neighborhoods in the growth area will need to have parks within them to continue meeting this standard.



COMMUNITY FACILITIES

In addition to the neighborhood parks that serve as the building blocks of the West Fargo park system, the Park District operates community scale facilities that serve residents from across the City. These sites include larger and specialized facilities that are not practical to provide in every neighborhood.



RUSTAD RECREATION CENTER

Rustad Recreation Center includes indoor play, track, turf, and gymnasium spaces, as well as rentable event rooms. The gym can be used for basketball, volleyball, and pickleball.



VETERANS MEMORIAL ARENA

Veterans Memorial Arena offers 2 indoor rinks, along with support facilities, dryland/fitness, and an eighth mile track.

VETERANS MEMORIAL POOL

With water play, slide, zero depth entry, and lap lanes, Veterans Memorial Pool is an outdoor facility that operates during the warm weather seasons, starting in late May.



SHADOW WOOD SPLASH PAD

Located at Shadow Wood Park, the splash pad provides water play and indoor restrooms, along with play and picnic facilities.

ELMWOOD/ELMWOOD SOUTH

The Essential Health Baseball Complex is a baseball and softball facility with 9 diamonds.



WF SOCCER COMPLEX

This park, developed in coordination with the soccer club, is a six field soccer complex that can be split into many smaller fields for younger athletes.

TRAILS

As the City has grown out, there has been an emphasis on providing trail connections throughout the neighborhoods, and to key destinations and parks. Generally, connectivity is very good through the newer neighborhoods. While the older parts of town on the north are not as connected. The major barriers to connectivity in town are the freeways, rail lines, and diversions. As the City expands beyond the Sheyenne River Diversion, it will be important to create connections across the diversion landscape to connect new neighborhoods.

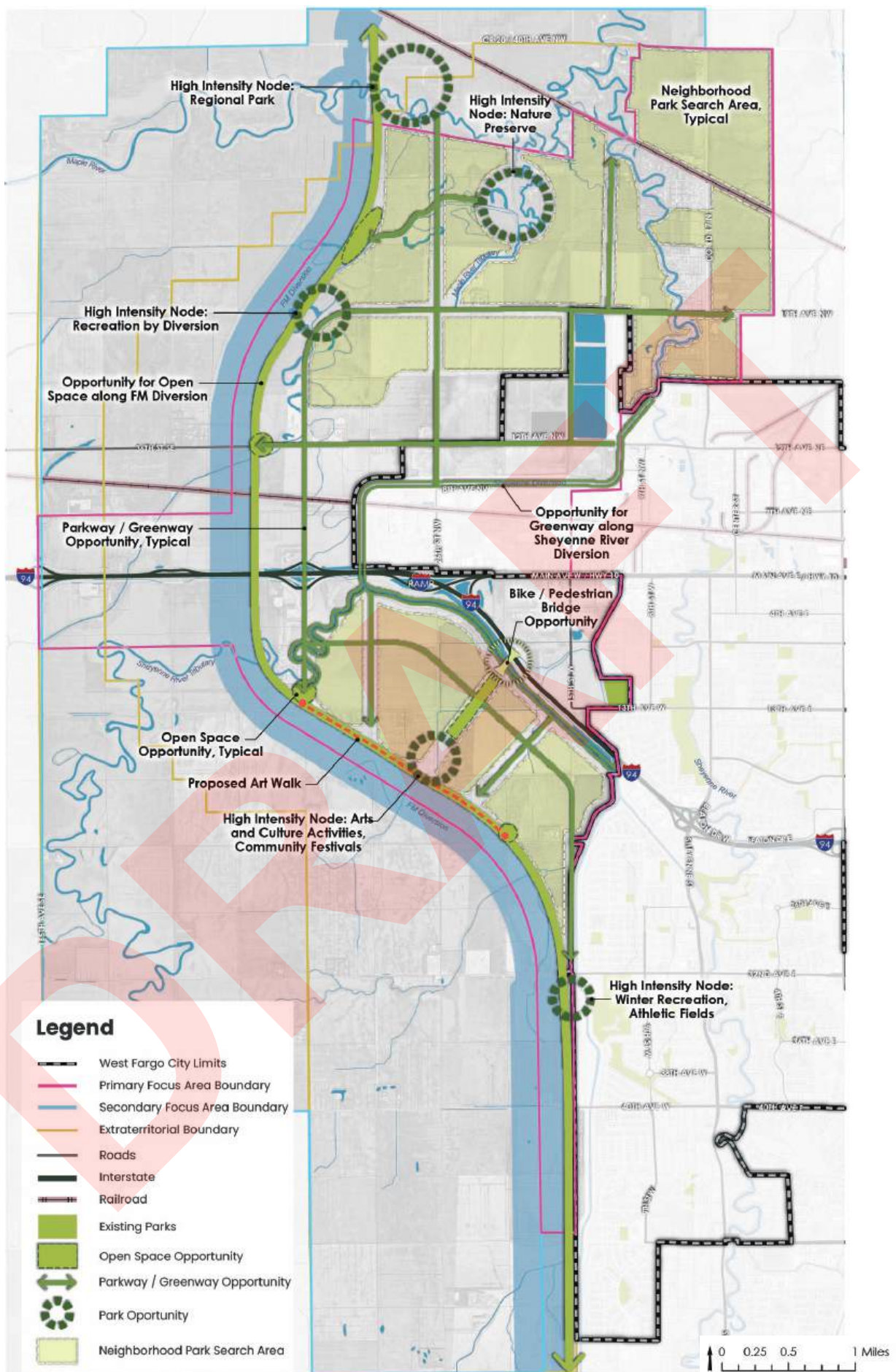


Figure 2.2 Parks, Trails, and Open Space Issues and Opportunities Diagram

ISSUES & OPPORTUNITIES

FUNDING SOURCES

One of the issues facing the West Fargo Park District is the mechanisms that are available for funding. The primary source of funding for new parks is park dedication and special assessments. Land is typically acquired through dedication, and the development of the park is funded via the assessments. Without a set standard for neighborhood parks, the fit and finish of the parks is often determined by the level of assessment preferred by the developer of each neighborhood. While this can help keep assessments matched to what each neighborhood can afford, it also means that the development of facilities can be inequitable, and lower quality facilities require more maintenance and have a shorter lifespan.

CROSS-JURISDICTIONAL RECREATION

The West Fargo School District also provides many overlapping recreation services as the West Fargo Park District. There may be opportunities to better coordinate with the school district to provide services collaboratively. One challenge for this may be the difference between the Park District's boundaries which serve West Fargo, and the School District, which covers a larger area.

MAINTENANCE

As West Fargo grows, the number of parks will as well. With that growth also comes new demands on the maintenance and operations budgets for the Park District. Park dedication and special assessments can provide capital funds, but are not targeted at the day-to-day operations and maintenance of park facilities. Responsible development of the park system must include not only new facilities, but allocations of funds and staff time to take care of the parks that are being added.

This is occurring at the same time that the district is starting to undergo replacements for many of the parks that were developed as the City saw explosive growth over the last 25 years. Many of the park features, particularly playgrounds, last about 20–25 years and will need to be replaced soon. This will require new assessments or increased general fund spending.

NATURAL RESOURCES RECREATION

There are not any larger natural resource based recreation offerings in West Fargo, or even the Fargo-Moorhead Metro Area. Armour Park is the primary "nature" park in the system, utilizing the Sheyenne River and forested areas to give residents a quieter nature area. There are not any North Dakota state parks in or around the Fargo region to meet this need, nor does Cass County.

In order to obtain larger tracts of land typical of natural resources based recreation, the Park District would either need to receive a large donation, or purchase land beyond the existing district boundaries before development pressure makes that land too expensive. With the current funding models, it is unlikely that the West Fargo Park District will be able to purchase land and then maintain it in the short and medium term while population grows out to those areas.

The diversions do present unique opportunities for natural resource based recreation that would otherwise not be feasible, but recreational improvements currently lack capitol funding.

SEASONAL RECREATION

West Fargo's climate can vary dramatically, and winters can be particularly challenging. To date, the West Fargo Park District has emphasized providing winter recreation opportunities that can be done indoors. The playground at Rustad and the Veterans Memorial Arena are two good examples of this. The Park District does provide four warming houses paired with ice rinks but there may be an opportunity to explore other winter recreation such as cross country skiing, snowshoeing, and fat tire biking. The linear nature of these activities would benefit from layering of uses with the diversions which offer long, uninterrupted public land ownership.

TRANSPORTATION NETWORK

EXISTING CONDITIONS

The existing roadway network within West Fargo city limits includes developed facilities with 4 to 6 lane arterial roadways approximately every 1 mile, collector roadways every ½ mile, and local streets connecting neighborhoods. Due to the city's rapid growth over the last 25 years, many of the streets south of Interstate 94 have been newly constructed in this timeframe, while many of the streets north of Interstate 94 are significantly older and need repair. In the growth area, the roadway network is primarily county roads and reduced to rural, two-lane gravel roadways.

Interstate 94 is the primary east-west corridor with interchange access points at the following locations:

- 38th Street NW (Raymond Interchange)
- Main Avenue (Business 94/US 10)
- Sheyenne Street
- Veterans Blvd/9th Street

The Main Avenue interchange only provides connectivity to the east on Main Avenue and does

not connect to a north-south corridor. Main Avenue and Interstate 94 are under the jurisdiction of NDDOT.

The county highways are generally rural, paved, two-lane roadways. Primary roadways under the jurisdiction of Cass County in the growth area include:

- County Highway 20 (40th Avenue North)
- County Highway 10 (12th Avenue North)
- County Highway 17

CR 20 and 19th Ave connect the northern portion of the growth area to Interstate 29 to the east, while Highway 10 & 12th Avenue provide continuous east-west corridors. In addition to the county highways, there are rural, two-lane, gravel roadways approximately every mile along the section lines. These roadways are under the jurisdiction of local townships. The section line roadways generally have a statutory right-of-way of 66 feet which is important to preserve and expand for larger arterial corridors as jurisdiction transfers to the County or City.

ISSUES & OPPORTUNITIES

Although Interstate 94 provides a great opportunity to fuel growth in West Fargo, it also acts as a barrier. There is more than 3 ½ miles between the north-south corridor connections at the Raymond Interchange and the Sheyenne Street Interchange. This isolates the area southwest of Interstate 94 from the rest of the community. The development of this area will require additional connections to the arterial roadway network to avoid further overloading the existing system, particularly the Brooks Harbor Neighborhood. Planning efforts such as the previously mentioned West 94 Area Transportation Plan have explored this issue and potential development scenarios.

The existing Sheyenne Diversion and the BNSF railroad also present significant challenges to the development of the growth area transportation network. The limited number of existing crossings will increase traffic congestion as growth continues. Additional crossings will need to be considered, especially north of Main Avenue and southwest of Interstate 94. Christianson Drive runs parallel to Interstate 94 on the south side and to the west of Sheyenne Street, and could provide access to this area. Further south, the Sheyenne Diversion is currently crossed at each east-west 1-mile section line. To the north of Interstate 94, 12th Avenue N provides the only existing east-west crossing. 15th Street NW or 26th Street NW could be possible future north-south crossing corridors if diversion and railroad crossings are provided.

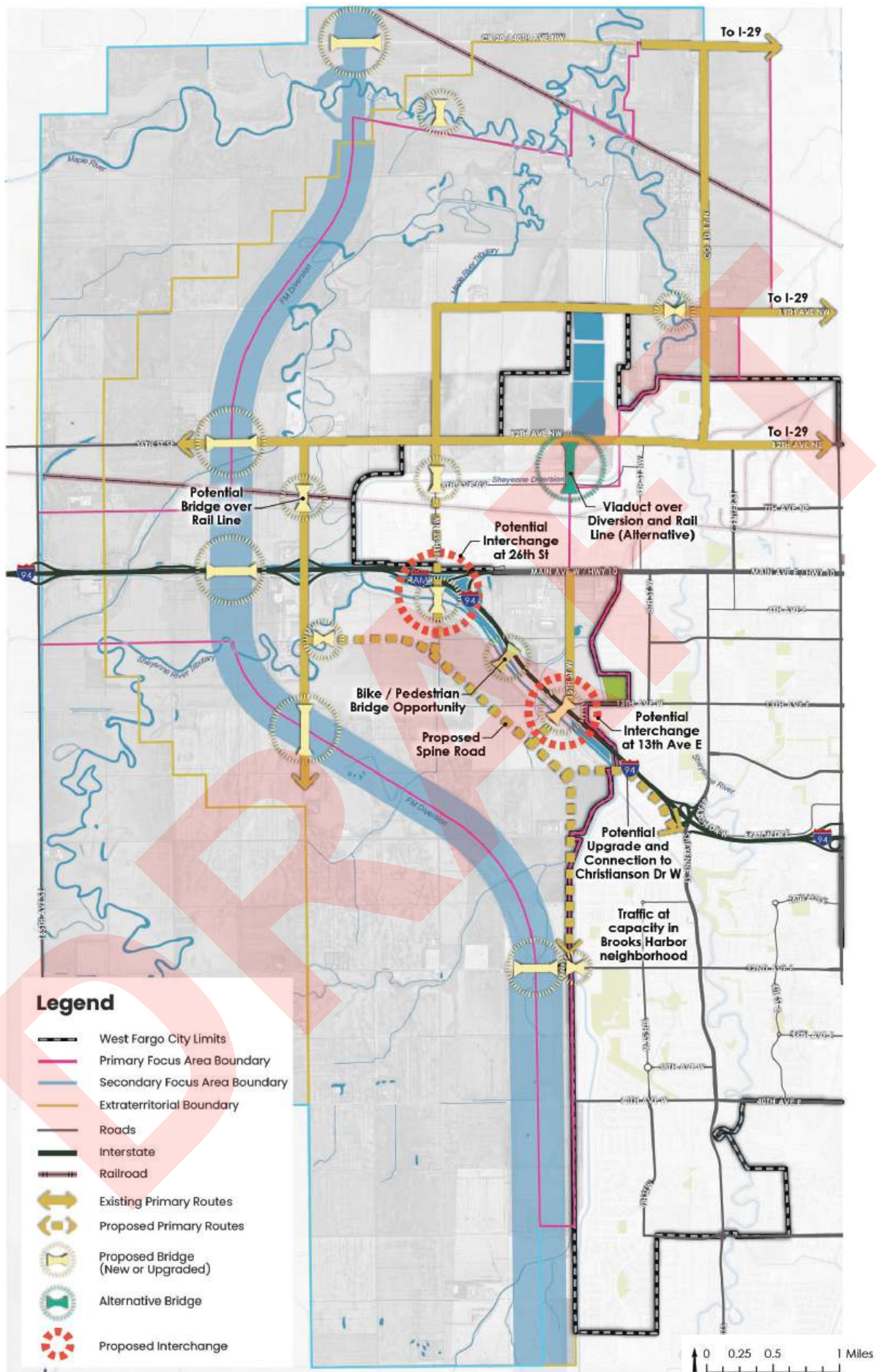


Figure 2.3 Transportation Issues and Opportunities Diagram

SANITARY SEWER & WATER SUPPLY INFRASTRUCTURE

EXISTING CONDITIONS

SANITARY SEWER

The existing West Fargo sanitary sewer collection system consists of a series of gravity sewers, lift stations, and force mains. A total of 193 miles of pipe provide collection and conveyance ranging in size from 4" to 42" and conveyed through 24 lift stations throughout the city. The City has adopted preferences regarding their lift stations to neighborhood lift stations as opposed to larger regional lift stations.

The collection system serves customers within the West Fargo City limits and the Red River Valley Fairgrounds, which is located outside the City limits. Sanitary flow ultimately reaches the Northside Regional Lift Station, where it is pumped to the City of Fargo for treatment. Before 2019, the city treated its own wastewater using a series of stabilization ponds totaling 460 acres. The City began decommissioning the 460-acre stabilization pond system in 2021.

The City utilizes a sump pump variance program, which allows residents to discharge their sump pump into the sanitary sewer system between October 15 and April 15, after which all sump discharge is to be discharged outside. Enforcement of switching sump pumps or unknown connections to the collection system, particularly in older areas of the city, leads to significant peak flows. These peak flows often occur during spring runoff and during wet periods, which limit the sewer system capacity for new customers.

WATER SUPPLY

The existing West Fargo water distribution system consists of 265 miles of water main ranging in size from 4" to 24" and 5 water towers. Water is purchased from the City of Fargo and pumped from Fargo to West Fargo through 2 booster pump stations, located at Main Avenue/Highway 10 and 32nd Avenue East. The City provides water to all customers within the West Fargo corporate limits and the Red River Valley Fairgrounds and is responsible for all maintenance of the water distribution system. The growth area is within the Cass Rural Water Users District and would be responsible for providing infrastructure to serve any new customers outside of the City limits.

ISSUES & OPPORTUNITIES

The decommissioning of the stabilization ponds creates an opportunity for development, potentially opening up 460 acres of land. Removal of the stabilization ponds may help make land, which is already accessible through 12th Avenue NW, more attractive by removing hindrance due to public perception of being in close proximity to wastewater treatment and odor issues, which occurred when the ponds were in service. However, the wastewater collection system may need to retain some of the stabilization pond cells in order to maintain equalization during high flows caused by sump pumps and other causes of infiltration and inflow, which would limit these benefits.

Much of the existing collection system is at or near design capacity, which presents significant challenges to either infrastructure improvement or new capital investment to expand the sanitary sewer service to growth areas outside of the corporate limits. New facilities would likely need to extend around the corporate limits due to the limited capacity within the existing collection system. This can lead to issues with where development can occur, as sequential growth starting elsewhere than the north and northwest growth area will require additional capital investment to extend infrastructure without customers to support the investment. Another opportunity comes with the City of Mapleton's force main connection to the West Fargo/Fargo system. The West Fargo City Commission recently approved the oversizing of the West Fargo portion to accommodate future development.

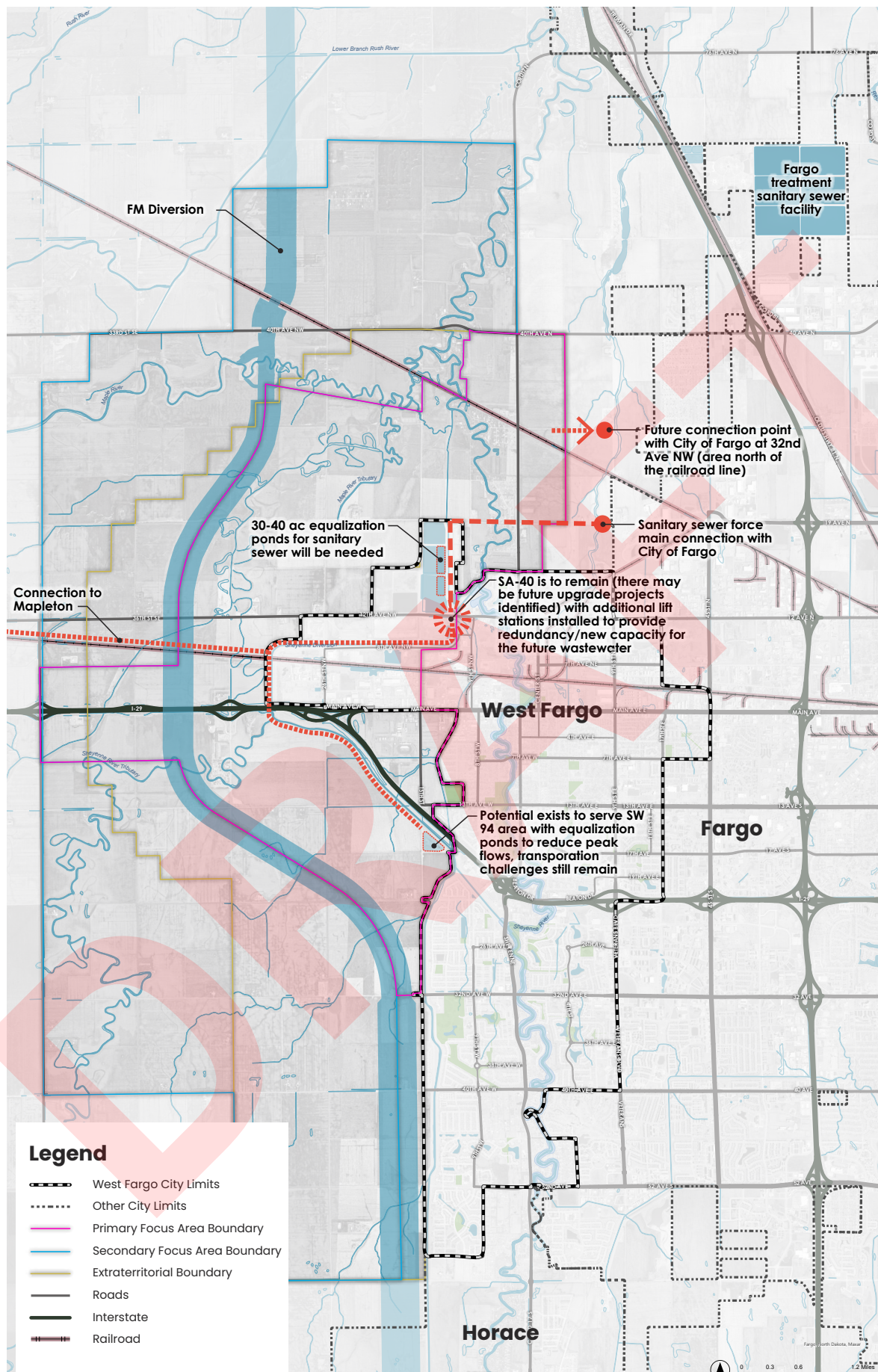


Figure 2.4 Sewer Infrastructure Issues and Opportunities Diagram

EXISTING CONDITIONS & FINANCIAL CONSIDERATIONS

EXISTING CONDITIONS

CITY BUDGET

The City of West Fargo maintains a capital and operating budget that has supported the needs of residents through the recent decades' rapid growth. As the City contemplates its strategy for the Growth Area, and for its coming phase of developing the remaining land area in a deliberate way, a review of the budget's current structure is useful.

GENERAL FUND

- Property tax revenue is the City's largest revenue source, with a levy in place to collect \$19.8 million in 2026.
- Special assessments are a core element of the City's approach to capitalize infrastructure; generally, the City has issued bonded debt to undertake projects with these funds, which comprise \$22.13 million in 2023.
- Franchise fees, including electrical, cable TV and natural gas franchise fees, total \$2.7 million in 2026.
- Receipts from the Highway Tax continue to grow, and are estimated to generate \$2.2 million in 2026.
- State Aid will supplement the City general fund with approximately \$3.1 million in 2026.

PUBLIC WORKS ENTERPRISE FUNDS

- Sewer: The City manages approximately 193 miles of sanitary sewer lines, 34 sanitary lift stations and associated infrastructure, in 2026 comprising projected expenditures of \$7.84 million and revenues of \$8.9 million.
- Water: Currently, 202 miles of water pipe are in place to distribute water to residential and commercial users in the City, expected to cost \$10.36 million in 2026, and the City expects to collect \$11.15 million in revenues.
- Municipal Airport: Operations trend is YYYYYY, the 2026 projected expense is \$219,000.

SPECIAL REVENUE FUNDS

- Capital Improvement Sales Tax revenues are projected to generate \$13.0 million in 2026, and will be used primarily to fund construction projects under the 2024-2028 CIP.
- The Economic Development Sales Tax revenues will total \$4.4 million, supporting incentive programs and grants, and to support other City functions.

CAPITAL IMPROVEMENT PLAN (2024-2028)

- Special Assessment Use has decreased from 27.44% in 2022 CIP to 18.28% in 2024 CIP.
- Capital Improvement Sales Tax is used for all projects, less \$150,000 in Economic Development Sales Tax used.
- The 2022 CIP allocated appx. \$27.5 million of water and sewer funds for capital projects, assuming an increase in utility rates. There has not been an increase, so those funds are not available for capital projects and are not included in the 2024 CIP.
- Federal and State Funding is potential based on availability and application. Prairie Dog funding is dependent on the amount of collected Oil & Gas Extraction Tax.

Notably, economic activity in West Fargo generates North Dakota's fifth-highest sales tax volume by jurisdiction. As opposed to being consolidated into a single pool, the City's 2.5% sales tax is allocated into three distinct categories: public safety, capital improvement, and economic development. Between 2024 and 2025, the City dedicated the largest increase in sales tax revenue to economic development, allocating 6.5% more in revenue to uses including professional services, land and real property purchases, incentive programs/grants, and other economic development purposes.

Following patterns commonly seen in other metropolitan areas, the industries that generate the most tax revenue in West Fargo include Retail Trade, Wholesale Trade, and Accommodation and Food Services. From 2023 to 2024, total taxable sales and purchases dropped by 1.9%, driven in part by notable declines in Construction and Manufacturing—both ranking among the top five industries with the steepest reductions.

TAXABLE SALES AND PURCHASES BY INDUSTRY 2024-2023 ANNUAL COMPARISON				
City Code	NAICS	2024 TSP	2023 TSP	% Change
West Fargo	Educational Services	253,168.00	487,575.00	-48.1%
West Fargo	Transportation and Warehousing	947,341.00	802,309.00	18.1%
West Fargo	Admin and Support/ Waste Management and Remed	1,124,132.00	855,455.00	31.4%
West Fargo	Arts, Entertainment and Recreation	1,828,591.00	2,032,136.00	-10.0%
West Fargo	Health Care and Social Assistance	1,884,958.00	900,157.00	109.4%
West Fargo	All Other/Not Reportable	2,488,450.00	3,349,670.00	-25.7%
West Fargo	Professional, Scientific and Technical Services	3,721,646.00	3,620,981.00	2.8%
West Fargo	Finance and Insurance/ Real Estate and Rental and Leasing	5,462,748.00	5,239,272.00	4.3%
West Fargo	Other Services (except public admin)	21,959,875.00	21,505,195.00	2.1%
West Fargo	Construction	34,991,726.00	38,083,635.00	-8.1%
West Fargo	Manufacturing	58,188,087.00	62,288,347.00	-6.6%
West Fargo	Accommodation and Food Services	89,029,153.00	84,950,274.00	4.8%
West Fargo	Wholesale Trade	138,840,963.00	138,734,886.00	0.1%
West Fargo	Retail Trade	198,548,662.00	207,258,434.00	-4.2%
Totals		\$559,269,500.00	\$570,108,771.00	-1.9%

Table 2.3 Taxable Sales and Purchases by Industry

FINANCIAL TOOLS

In 2016, the City of West Fargo adopted a special assessment policy utilizing the financing method established in the North Dakota Century Code. The Special Assessment Policy functions as a funding source for public improvements (e.g., street paving, sidewalks, sewer infrastructure) by allocating the cost of a project to the property owners that will benefit from it. Special assessments are allocated according to zoning district and improvement type, then further adjusted using factors such as lot size and units.

Municipal improvements are often financed by a combination of federal funds, state funds, city funds, and special assessments. The Sheyenne Street corridor reconstruction project is one recent example of a significant project funded in part by special assessments. The project was funded in part by the North Dakota Department of Transportation, while the local share was funded through special assessments.

In recent years, the City has worked to explore methods of reducing reliance on special assessments without shifting undue burden to the property tax. Multifamily and commercial building activity has cooled since the late 2010s, and growing capital needs for the City's existing infrastructure exceed projections for special assessment income. In addition, development outside of current City boundaries, such as in substantial parts of the Growth Area, will result in additional demand for City utilities and infrastructure, while remaining outside of the reach of the City's assessments, property tax levy, or collection of City fee dedications.

COST OF COMMUNITY SERVICES

West Fargo's growth in recent decades has largely taken the form of single family and multifamily residential development, and supporting retail, with less rigorous expansion of other commercial and industrial property. In research and literature undertaken nationally, the relative cost of providing public services varies based on land use type. The need for parks, public safety, utilities and other community services is naturally higher for residential uses than for land uses such as office, manufacturing or industrial. On the other hand, utility demands on a per project basis for industrial or manufacturing may outweigh what's needed for residential. While in-depth cost of community services analysis is outside the scope of the Growth Area Plan process, these costs are incorporated into the planning process using estimates for various land uses based on relevant studies. These estimates are useful for decision making about guiding various subdistricts of the Growth Area for different land use designations, and on what general schedule. This feedback strengthens the City's ability to plan for deliberate expansion.

ISSUES & OPPORTUNITIES

CITY BUDGET

The Growth Area comprises a significant opportunity to diversify and expand the mix of land use (and resulting tax base) for the City. Communities, in particular those in a phase of intensive buildout, are often challenged to pivot from heavier to lesser reliance on special assessments as a capital funding source for new service, maintenance and replacement. From a City budget perspective, this transition is the key issue and opportunity to pursue through implementation of the Growth Area plan.

OTHER FUNDING SOURCES

The City of West Fargo is utilizing the fundamental public finance tools available under North Dakota law to conduct its operations in an efficient way. The substantial reorganization of federal agencies and priorities has (at least temporarily) posed a disruption to City plans for federal grant applications to help fund infrastructure needs such as I-94 interchanges identified as key priorities by the City Commission. Persisting with efforts to secure these funds from federal and state partners will remain a critical tactic for unlocking the potential of the Growth Area.

DEVELOPMENT VISION & FUTURE LAND USE

DEVELOPMENT VISION

The West Fargo Growth Area Master Plan establishes a vision for land use and development for the next 25 years. This vision is founded in fiscal sustainability and incremental growth. The growth area plan identifies areas for employment and industrial uses along the 12th Ave N. corridor and the city-owned lagoon properties and guides land for commercial development along I-94 with a focus for regional commercial and major employment users at the Raymond interchange at 38th St, the area around a planned interchange at 13th Ave. N, and west of the FM Diversion to the interchange at 165th Ave SE.

The remaining areas of the growth are envisioned as a mix of residential uses with mixed densities that allow for a range of housing product types and price points. Early-stage development is planned along the CR 17 corridor due to available sanitary sewer connections and is anticipated to extend to the west toward the FM Diversion south of the Maple River, then eventually cross Interstate 94 and reach the area southwest of the interstate. Within the residential areas, and generally at the intersection of planned arterial roadways are neighborhood nodes that provide supporting commercial goods and services as well as higher density development to promote a more walkable environment.

FUTURE LAND USE

Currently, the City of West Fargo's Comprehensive plan does not guide specific land uses for future development, but instead it guides policy direction at a high level. The Growth Area Plan provides a set of land use categories and corresponding maps to guide planned land uses. The focus of land use guidance is within the Primary Focus Area, but also areas inside of the West Fargo Extraterritorial Boundary that will likely see development in the next 25 years.

The Future Land Use Map (Figure 3.1) has established land use guidance for all the Primary Focus Area, as well as additional land East of the Sheyenne River and the areas west of the Sheyenne River, but south of the Maple River, as these are the likely areas to see sanitary sewer service over the next 25 years.

Land use categories identified in the Growth Area Plan included the general land use types identified to the right. The land use categories are not exclusive, and are intended to contain a mix of uses and densities. Additionally, the proposed planned land use map shows general locations for a future network of parks and open space connections and three types of mixed use nodes.

The land use plan is intended to guide development

patterns and uses. Deviations from this plan are anticipated and will need to be vetted through planning and engineering staff and ultimately the City Commission.

GENERAL LAND USE TYPES

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Commercial
- Employment
- Industrial
- Parks

NODE TYPES

- Mixed Use Neighborhood
- Mixed Use Community
- Regional Commercial and Employment

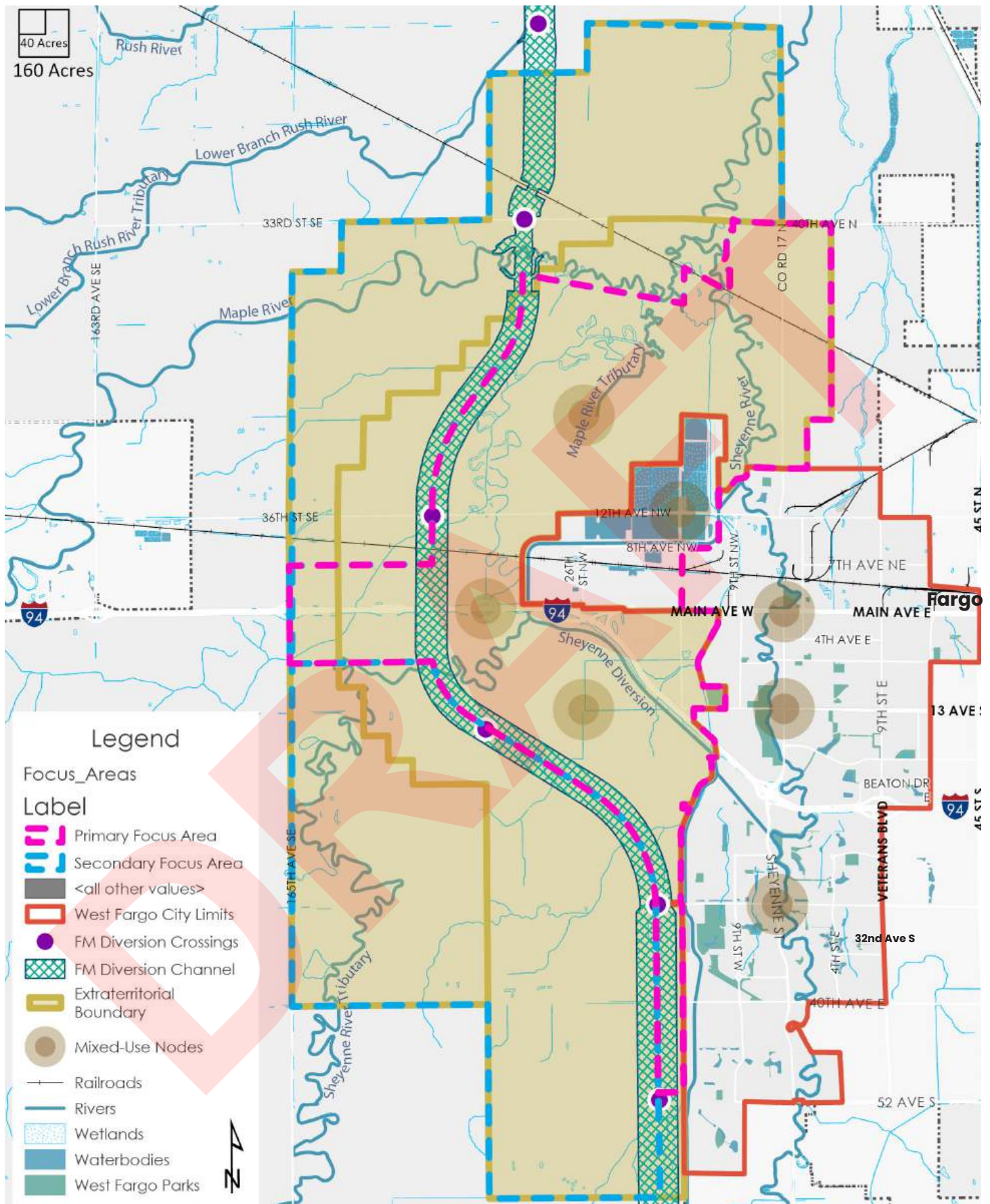


Figure 3.1 Expanded Primary Focus Area Diagram

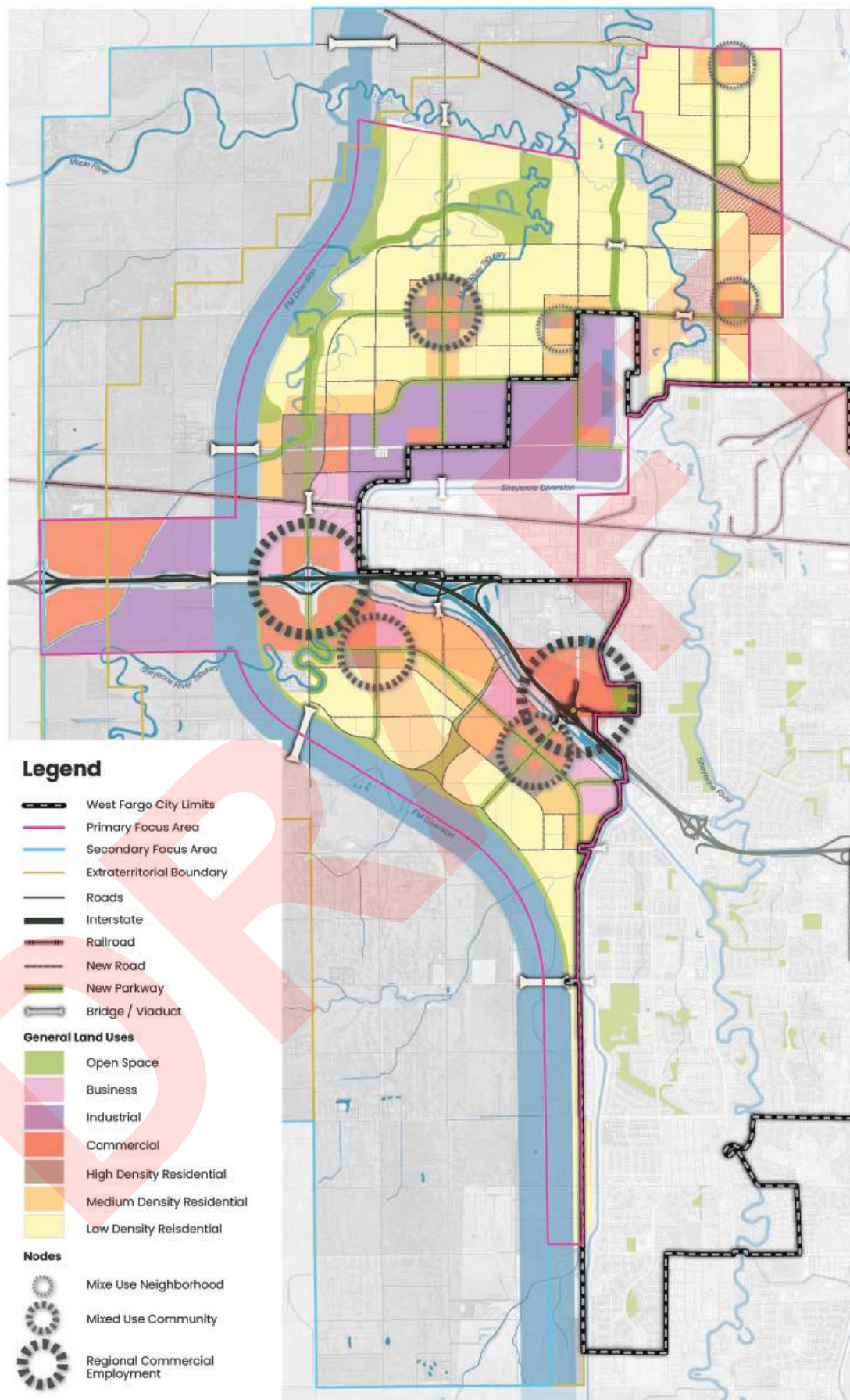


Figure 3.2 Future Land Use Map

LAND USE DEVELOPMENT TYPES:



Low Density Residential Examples

LOW DENSITY RESIDENTIAL (LDR)

General intent aligns primarily with Character Districts CD2-CD3 and Growth Sectors G-1 Sub-Urban Restricted Growth Sector. LDR consists of predominantly single-family residential neighborhoods. Alternative housing forms may be interspersed throughout the district in locations conducive to more moderate density housing including along key transit/transportation corridors, adjacent or near active park and recreation corridors or nodes, or in locations proximate to schools/civic uses. The lowest range of density should be reserved for areas of new growth approaches existing rural estate development, lands desired for greater open space/habitat preservation or areas of greater flood risk.

USES / BUILDING FORM

Primarily larger lot SF detached. Some alternative housing allowed (twin homes, duplexes, ADUs)

TRIP CHARACTERISTICS

Connected to denser areas by greenways, sidewalks, and trails. Most should be walkable/bikeable to schools, open spaces/parks.



Medium Density Residential Examples

MEDIUM DENSITY RESIDENTIAL (MDR)

General intent aligns primarily with Character Districts CD3-CD4 and Growth Sectors G-1 Sub-Urban Restricted Growth Sector. MDR consists of neighborhoods with a mix of single-family detached and alternative housing patterns, including duplexes, twin homes, row homes, and townhouses. Neighborhood commercial, such as a café, bakery, or corner store, may be interspersed throughout the district in locations conducive to walkable, commercial uses, including along key transit/transportation corridors, adjacent or near active park and recreation corridors or nodes, or in locations proximate to schools/civic uses. Revisions to standards on facades, setbacks, park dedication and trails should be used to promote smoother integration of medium-density housing types into neighborhoods.

USES / BUILDING FORM

Primarily smaller lot SF detached and attached. Twin homes, townhouses, rowhouses, condominiums permitted.

TRIP CHARACTERISTICS

Walkable design. Multiple destinations located nearby such as neighborhood commercial destinations, open spaces/parks, schools.



High Density Residential Examples

HIGH DENSITY RESIDENTIAL (HDR)

General intent aligns primarily with Character District CD4. HDR consists of a variety of housing types, including apartments, rowhouses, townhouses, condominiums, and live-work buildings. Some housing structures may contain “micro housing” units to maintain housing affordability. High-quality high density housing structures will be concentrated around mixed-use and employment nodes. Walkability, bikeability, and transit access will be prioritized to ensure connectivity, especially to destinations such as mixed use nodes, employment centers, schools/civic uses, and parks/open space.

USES / BUILDING FORM

Multifamily dwellings. Rowhouses, condominiums, apartments. ADUs permitted. “Micro housing” allowed

TRIP CHARACTERISTICS

Walkable design. Multiple destinations located nearby, such as neighborhood commercial destinations, employment centers, open spaces/parks, schools.



Commercial Examples

COMMERCIAL (C)

General intent aligns primarily with Growth Sectors G-4B Future Mixed-Use Growth Center and G-5 Future Employment Growth Sector. COM consists of clusters of shops, single-story retail strips, medium retail plazas, and potentially small malls. Commercial includes both neighborhood commercial, intended to serve the surrounding 3 miles, and community commercial, intending to serve the surrounding 6 miles. Uses such as grocery stores, hardware stores, gift shops, café/restaurants, and personal services may be present. Sites will be mostly accessible by car or transit, but will have the potential for walkable and bikeable connectivity. Developments will be located along transit/transportation corridors to account for user traffic flow and distribution needs.

USES / BUILDING FORM

Strip malls, clustered corner stores, small-medium development projects. Big box/regional commercial in appropriate locations.

TRIP CHARACTERISTICS

Accessible by multimodal transportation methods, especially in case of neighborhood commercial. Greenways, sidewalks, bike trails, transit lines.



Business Example

BUSINESS (B)

General intent aligns primarily with Growth Sectors G-4B Future Mixed-Use Growth Center and G-5 Future Employment Growth Sector. EMP consists of employment uses, whether they fall in a classic office park development pattern, in developments of smaller concentrations, or as the first floor of mixed-use buildings. Employment centers will be located around key transit/transportation corridors and will be walkable from nearby residential hubs. EMP is not intended for uses requiring heavy distribution traffic; rather, those uses will better fit within areas guided for industrial land usage.

USES / BUILDING FORM

Classic "business park", size according to employer needs. Coworking spaces allowed.

TRIP CHARACTERISTICS

Accessible by multimodal transportation methods, especially in case of neighborhood commercial. Greenways, sidewalks, bike trails, transit lines.



Industrial Examples

INDUSTRIAL (IND)

General intent aligns primarily with Growth Sector G-5 Future Employment Growth Sector. IND consists of industrial facilities including showrooms, flex spaces, and manufacturing facilities, all of varying square footages according to need. Office space and retail development will be present as needed to sustain industrial uses, creating an 'industrial village'. Traffic and site design will be largely auto-oriented, sited near regional transportation corridors to accommodate truck and distribution traffic. Within areas guided for industrial land usage, connectivity between industrial uses and retail/office uses will be prioritized.

USES / BUILDING FORM

Showrooms, flex space, manufacturing spaces. Varying SF according to industrial needs. Some office space and retail development to create self-sustaining urban villages as outlined in comprehensive plan. More specificity in Lagoons.

TRIP CHARACTERISTICS

Largely accessed via automobile traffic due to distance from residential hubs. Perhaps denser industrial centers are accessible by transit lines.

Mixed-Use Neighborhood Node

This node is a small-scale, walkable center that serves nearby residents. It blends housing—such as apartments and townhomes—with small shops, restaurants, and everyday services. Buildings are placed close to the street with active ground floors and features like wide sidewalks, trees, and gathering spaces to support pedestrian activity. Homes or offices are often located above ground-floor businesses to keep the area active throughout the day.

The focus is on meeting daily needs within a short walk, with uses like small grocery stores, childcare, and local services. Public spaces such as plazas and pocket parks help create a neighborhood identity. Streets, sidewalks, and bike routes are well connected, and parking is designed to be shared and less visible. Overall, this node functions as a compact, neighborhood-focused place to live, shop, and gather.

Mixed-Use Community Node

This node is larger and more active than the neighborhood node, serving the wider community. It includes a broader mix of uses, such as larger retail stores, entertainment, offices, and a wider range of housing options. It is designed to be both a community destination and an employment center.

Development includes anchor stores, restaurants, offices, hotels, and medical or commercial centers, along with apartments, condos, and townhomes. Higher-density development is concentrated near the center, often with mixed-use buildings that combine ground-floor commercial and upper-level residential or office space.

The design supports walking and biking, especially within the core, but also accommodates more traffic and parking. Shared and structured parking is encouraged, with placement that reduces visual impact. Public spaces, streetscape design, and signage help create a strong identity. This node functions as a lively, multi-use hub with more intensity and activity than a neighborhood node.

Regional Commercial & Employment Node

This node is the largest and most intense, focused on regional access and economic activity. It is typically located near highways and major roads and is designed to attract businesses, large-scale commercial uses, and employment centers.

Uses include large retail centers, corporate offices, business parks, hotels, healthcare facilities, entertainment venues, and light industrial or logistics operations. Auto-oriented services such as fuel stations and travel-related businesses are also common. Buildings are larger and more spread out, with site design focused on managing traffic and access.

While walking and biking are supported where possible, this node primarily serves vehicles and regional travel. Parking is typically provided on-site in larger lots, though shared and structured options may be used in more intense areas. High-quality design, landscaping, and signage are important due to the visibility of these locations. This node functions as a major economic center and gateway, supporting regional commerce, job growth, and large-scale development.

These nodes function as gateways, among the first and most visible parts of the community that residents, visitors, workers, and investors encounter when arriving from a highway or major corridor. That visibility is both an asset and a responsibility, making high-quality architecture, coordinated landscaping, cohesive signage, and well-maintained frontages essential to the long-term performance of the node rather than optional amenities. Without clear design and land use controls, gateway locations can attract uses that are individually permissible but collectively damaging, excessive drive-thrus, self-storage, or outdoor storage that degrades the visual environment and discourages higher-value investment. Strong standards protect the public investment in infrastructure, preserve the community's ability to attract and retain quality employers and businesses, and ensure that the node continues to function as a genuine economic and civic asset over time.

NEAR-TERM FOCUS AREAS

Based on the availability of sanitary sewer infrastructure and the fiscal analysis work as a part of this plan, two primary areas have been identified as near-term development areas, one on the east side of the Sheyenne River along the CR 17 corridor (mixed residential and neighborhood supporting commercial uses) and the second at the city-owned lagoon properties along the 12th Ave corridor (employment and industrial uses with supporting commercial). The area southwest of I-94 is also highlighted to discuss the near-term challenges with development in this area.

PRECEDENT IMAGES:



Mixed Density Residential



Neighborhood Commercial



High Density Residential



Low Density Residential

CR 17 CORRIDOR

The area east of the Sheyenne River along the CR 17 Corridor up to CR 22/40th Ave N. is identified as one of the first areas for development primarily due to the availability to directly connect sanitary sewer to the city of Fargo’s system without any significant investment in existing infrastructure. This area represents approximately 1,100 acres of development and could occupy the first 5-10 years of development in the growth area (See Figure 3.3)

Generally, strong transportation access exists with CR 17 serving as the north/south route, and CR 20 and 19th Ave N providing east/west access and direct connections to Interstate 29. Infill areas west of CR 17 are planned as lower density residential and should respect the existing rural development neighborhoods along the river. Mixed use nodes with neighborhood commercial and mixed density are planned at CR 17 and 19th Ave N, and CR 17 and CR 20 on the east side of CR 17. Roadway improvements will be needed for 19th Ave N and 32nd Ave N and should be coordinated with the City of Fargo, as well as future roadway upgrades to the county roads and their ultimate transfer of ownership and maintenance to the City of West Fargo.

The City of Fargo’s long-range growth plan has identified the area along 19th Avenue as Urban Neighborhood, a mix of residential densities in a more urban form, and areas of agricultural uses (for now) extending north to CR 20. Coordination with the City of Fargo on roadway improvements, trail corridors and stormwater treatment and drainage needs will be important considerations for the future.

The plan identifies opportunities for neighborhood parks (north and south of the rail line) and regional stormwater basins.

The plan also identifies opportunities for neighborhood parks on both the north and south sides of the rail line as well as regional stormwater basin opportunities.

Planned Land Use	Approximate Acreages
Commercial	51
High Density Residential	51
Medium Density Residential	191
Low Density Residential	793
Total	1,085

Table 3.1 CR 17 Corridor Land Use Acerage

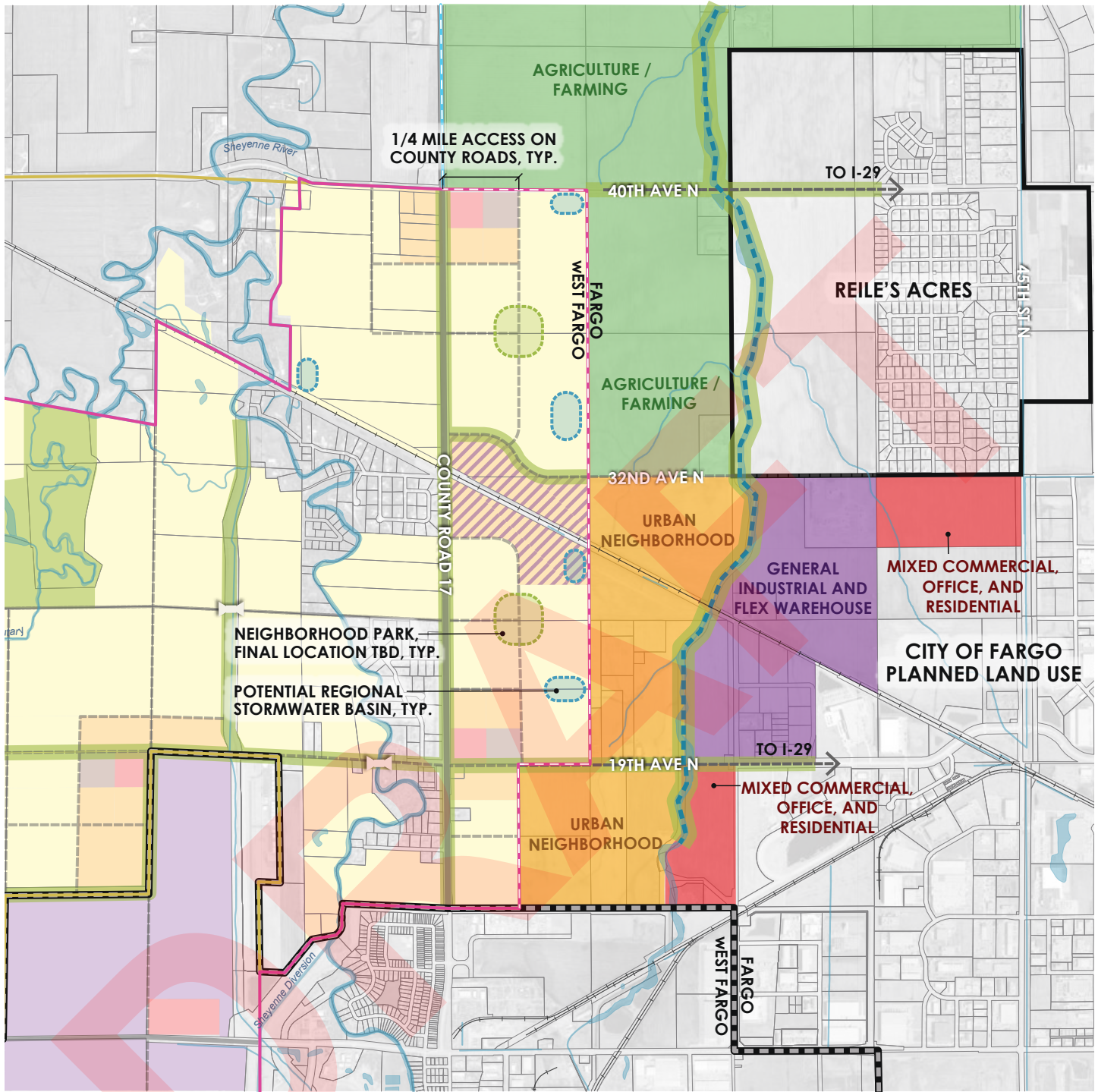
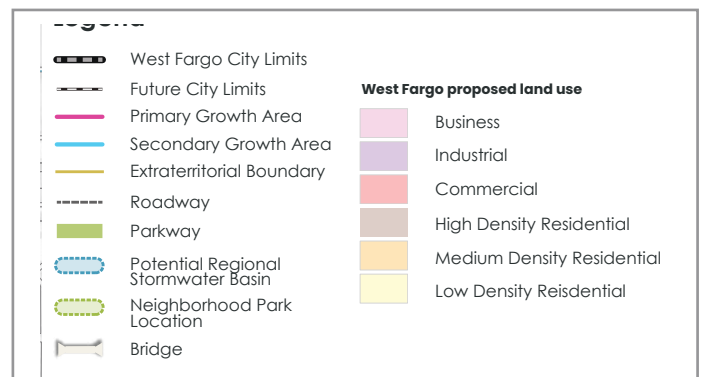
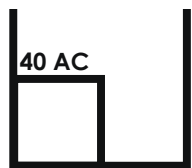


Figure 3.3 CR 17 Corridor Development Area

0 0.25 0.5 1 Miles



PRECEDENT IMAGES:



Mixed Business/Industrial Campus



Logistics/Distribution/Warehouse



Business Campus

12TH AVENUE BUSINESS DISTRICT / CITY-OWNED LAGOON PROPERTIES

The city-owned lagoon properties are tremendous economic development opportunity for the City of West Fargo. At roughly 600 acres, the properties span both sides of 12th Ave/CR 10, a planned major corridor in the future. The plan envisions a mixed business/ industrial campus along the 12th Ave corridor with uses ranging from corporate campus, data centers, distribution and logistics and light manufacturing. Commercial uses at key intersections are also envisioned to support the employment base of the area. The concept for development provides guidance to building placement, parking, loading and service zones to help create a strong visual presence along a key community corridor along 12th Ave N.

- Figure 3.4 illustrates a general development framework for the lagoons property.

Transportation Improvements

Today the area lacks a steady connection to the industrial district south of the Sheyenne Diversion. The plan recommends upgrades to CR 10 and 38th Street to create this stronger connection to I-94 at the Raymond interchange to help attract businesses with improved access to the area. Additionally, improvements to 26th Street with a viaduct connection over the Sheyenne Diversion will further aid in connectivity to the area. Finally, 19th Ave N and an upgraded bridge over the Sheyenne River will manage traffic, as 19th Ave N. is a planned arterial.

- Figure 3.5 Identifies the major transportation and utility infrastructure upgrades at the lagoon property.

Sanitary Sewer Improvements

In order to provide sanitary service to the properties and areas north, approximately 35-40 acres of the lagoons will need to remain online as equalization ponds to manage peak flows during heavy rain events. These are planned to be sited on the eastern boundary against the airport to screen from view and maintain marketability and efficiency of development.

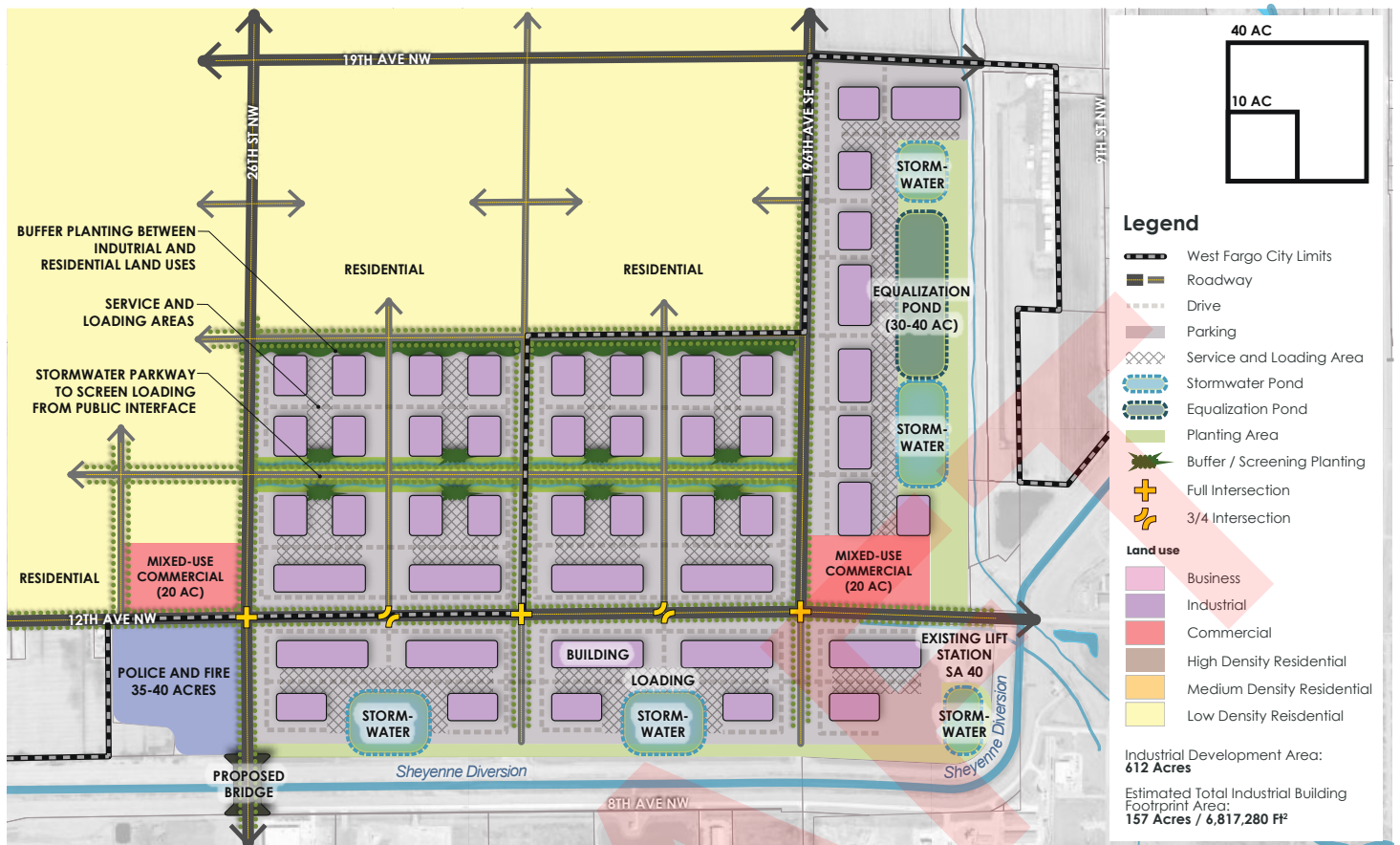


Figure 3.4 12th Avenue Business District / Lagoon Properties Development Framework

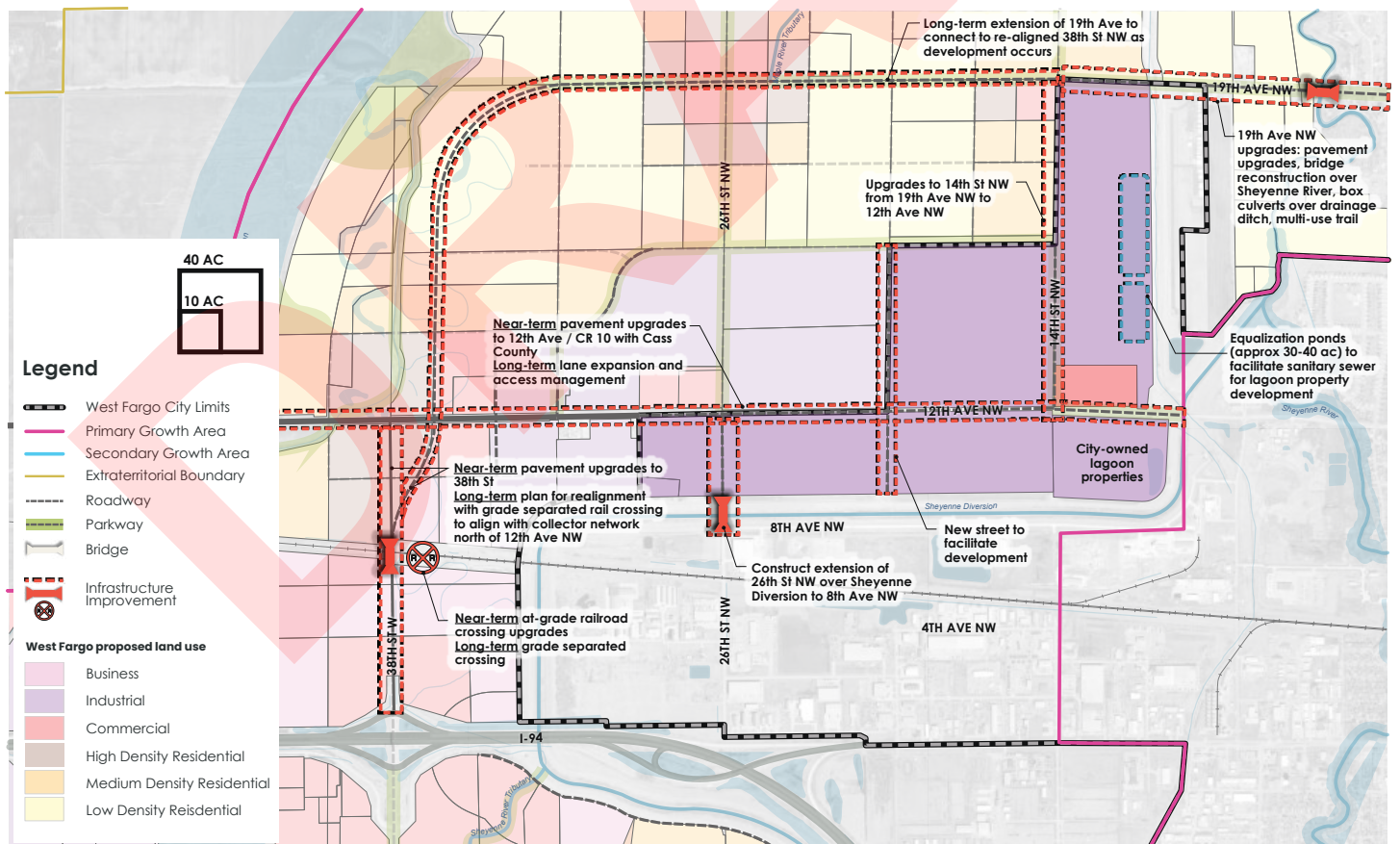


Figure 3.5 Lagoon Transportation and Infrastructure Improvements



Positioning the Lagoons Property for Development

Beyond roadway and infrastructure improvements, the City should take an assertive role in marketing the Lagoons properties as a premier development opportunity within the Fargo–Moorhead metropolitan region. Given the area’s strong economic growth, workforce base, and regional connectivity, the site is well-positioned to attract both regional and national developers. Consideration should be given to issuing a Request for Qualifications (RFQ) or an Expression of Interest (EOI) to the national development community to market the property collectively to a master developer.

To accelerate momentum and align with the strengths of the Fargo region, the City should pursue the following strategies:

1

STRENGTHEN TRANSPORTATION & REGIONAL CONNECTIVITY

Enhance 38th Street North and 12th Avenue North to establish a prominent gateway and seamless access to the site. Improvements should emphasize connectivity to major regional corridors such as Interstate 29 and Interstate 94, reinforcing the site’s logistical advantages within eastern North Dakota and the upper Midwest.

2

ACHIEVE “SHOVEL-READY” STATUS

Complete geotechnical investigations and assemble comprehensive site documentation, including:

- Topography and soils analysis
- Utility capacity (water, sewer, electric, natural gas, and high-speed fiber)
- Environmental assessments

Streamline zoning, permitting, and approval processes to minimize risk and shorten development timelines. A certified shovel-ready site positions Fargo competitively in regional and national site selection processes.

3

ESTABLISH A STRONG BRAND & MARKETING PLATFORM

Develop a cohesive identity for the Lagoons properties that aligns with West Fargo’s reputation for innovation, business friendliness, and quality of life. Marketing materials should include:

- A dedicated development website
- Professional renderings and conceptual site plans
- Interactive mapping and drone footage
- Downloadable technical specifications for brokers and site selectors

An elevated digital presence ensures accessibility to decision-makers evaluating North Dakota opportunities.

4

IDENTIFY THE MARKET POTENTIAL

Conduct targeted market analysis to identify industries that align with West Fargo's economic strengths, such as:

- Advanced manufacturing
- Ag-tech and value-added agriculture
- Logistics and distribution
- Technology and data-driven businesses

Leverage proximity to major transportation routes, regional workforce availability, and access to research institutions to define a compelling value proposition.

5

EXPAND BROKER & SITE SELECTOR OUTREACH

Actively engage commercial real estate brokers, site selection consultants, and development firms operating in the Midwest and nationally. Support outreach with:

- Targeted digital campaigns
- Industry-focused marketing
- Participation in regional and national trade events

Proactive engagement ensures the Lagoons properties are consistently presented in competitive site searches.

6

PROMOTE COMPETITIVE INCENTIVES

Clearly document and promote available local and state development incentives, including:

- Tax Increment Financing (TIF)
- Property tax abatements
- Infrastructure cost-sharing
- Expedited permitting

Transparent incentive packages enhance project feasibility and demonstrate West Fargo's pro-business environment.

7

ALIGN REGIONAL STAKEHOLDERS

Coordinate with local economic development organizations, utility providers, workforce agencies, and business leaders to present a unified regional approach. Collaboration reinforces investor confidence and underscores West Fargo's supportive development climate.

8

EMPHASIZE QUALITY OF LIFE & WORKFORCE ASSETS

Highlight the Fargo-Moorhead region's strong workforce pipeline, affordable housing options, healthcare access, retail amenities, and educational institutions. Demonstrating the area's livability and talent retention advantages strengthens the overall appeal to employers seeking long-term growth opportunities.



PRECEDENT IMAGES:



Alternate Future Land Use Options



Fire Station/Public Safety Building Could be Integrated With the Landfill Site

INERT LANDFILL DISCUSSION

The City's current landfill is nearing capacity and has roughly 5-7 years of capacity left at the current location, and the city needs to find another location soon to begin the permitting process that can take up to 5 years. The Public Works Department is actively working to find a replacement site within the lagoon property. Cell number 8 in the southeast corner of the lagoon property could provide approximately 30 years of storage. At this location, the city would not need to find additional land, and there would be enough land left over on the site to provide a transfer station and a potential future use such as a Fire/Public Safety facility. With the location of the Public Works facility across the street on the north side of 12th Ave N, there is synergy with the operations and overall campus.

However, in lieu of the landfill option, the potential exists to develop the site with industrial uses to further the tax base of the community. These tax benefits would continue to provide these benefits to the community for the long-term, while any revenue generation from the landfill has roughly a 30-year life span. Balancing the immediate needs for the inert landfill relocation with the potential long-term tax benefits needs to be considered. The following is a high-level summary of a cost benefit analysis of the inert landfill vs. industrial development.



Figure 3.6 Inert Landfill Site Plan Diagram

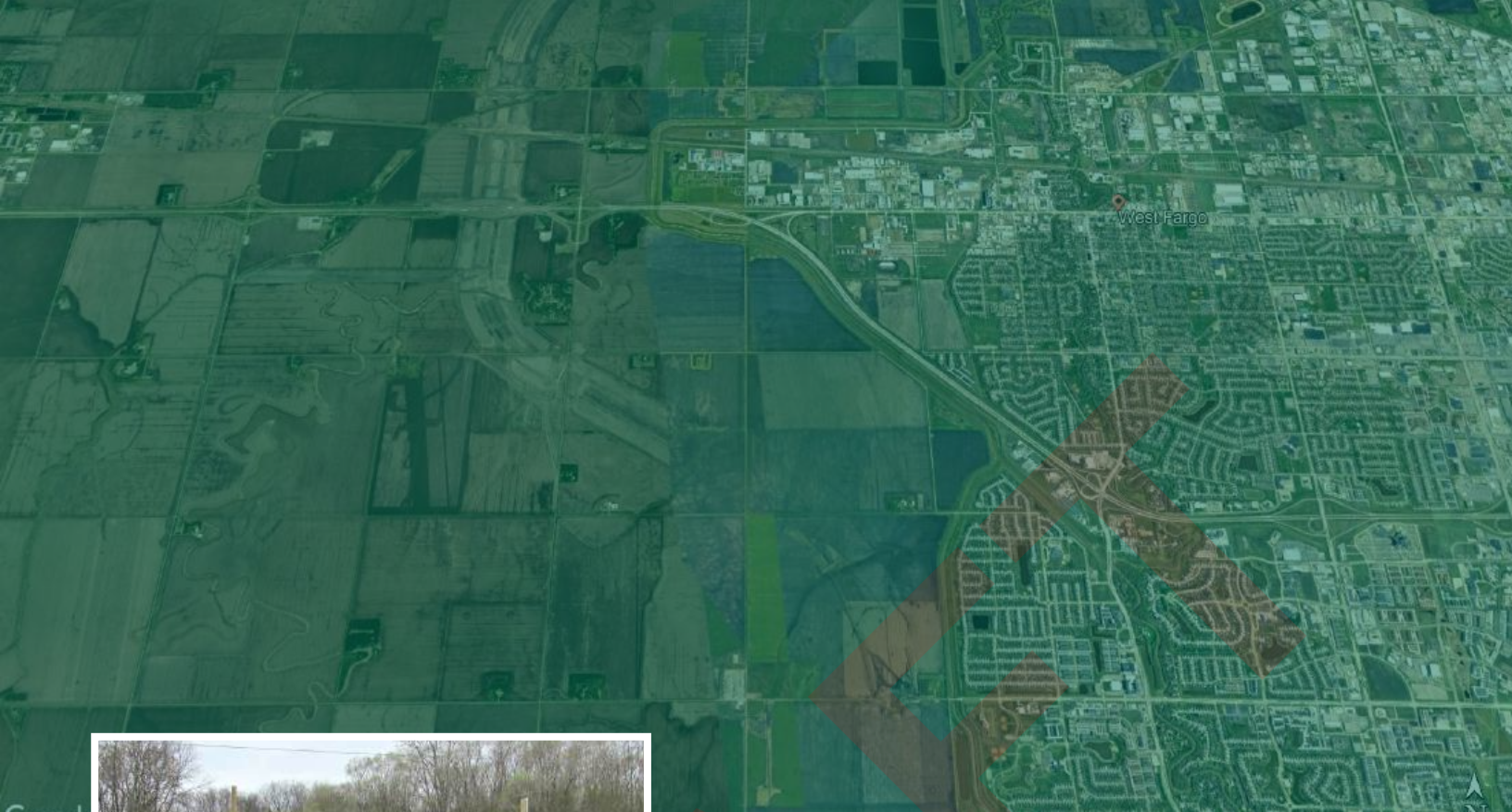
DEVELOPMENT PROGRAM OUTLINE

		25-Year Totals
Industrial		
Square Feet Constructed		348,480
Floor Area Ratio (FAR)		.2
Land Area Developed - Acres		40
Estimated Market Value Added, by Year		\$25,215,945
Property Tax to City Payable by Subject Property		\$100,233
Sales Tax to City Payable by Growth Area Properties		-
Estimated Utility Revenues		\$6,321,020
Estimated Hookup Fee Revenue		\$445,291
Estimated Assessment Revenue		\$100,233
Estimated Permit, Utility and Tax Revenue to City		\$6,996,778

This model estimates 30 acres of development in years 1-10, and the remaining 10 acres in 11-20

Table 3.2 Anticipated revenue to the City if property is developed industrial

The table above illustrates the anticipated revenue to the City over the next 25 years if the 40 acre site is developed as industrial. This value is largely driven by utility revenues. Conversely the \$7 million could be an "opportunity cost" or the value foregone by the City if the site is used as an inert landfill and cannot be utilized for development.



Sheyenne Diversion Crossing Needed



Equalization Ponds/Basin Needed

SW 94 AREA

While the Southwest 94 area may feel like the next logical location for development, this area is heavily challenged for development due to sanitary sewer and transportation issues. In order to offset peak flows in the sanitary sewer force main system, a large equalization pond would need to be created to manage grey water during heavy rain events to offset existing sump pump usage. Additionally, the intersection at 26th Ave W. and 170th Ave SE/Sheyenne St. is already at capacity at peak times and additional traffic cannot be directed through this intersection. This means alternative transportation routes would be needed which would include a new box culvert crossing of the Sheyenne Diversion at Christianson Drive and improvements to the full length of existing Christenson Dr. and 15th St. N to provide multiple ways of egress for traffic flow and fire safety. However, only so much capacity is available for development based on average daily trips. At approximately 10,000 ADT the intersection at Christenson Dr. and Sheyenne St. fails.

Beyond the transportation and sanitary sewer issues the Cass County Electric Cooperative has indicated it will take significant upgrades to their existing distribution system to service this area. Additionally, West Fargo Public Schools as indicated additional growth in this area will put pressure on existing schools and will create redistricting for high school and middle school students and create additional busing demands to send students north to West Fargo High School.

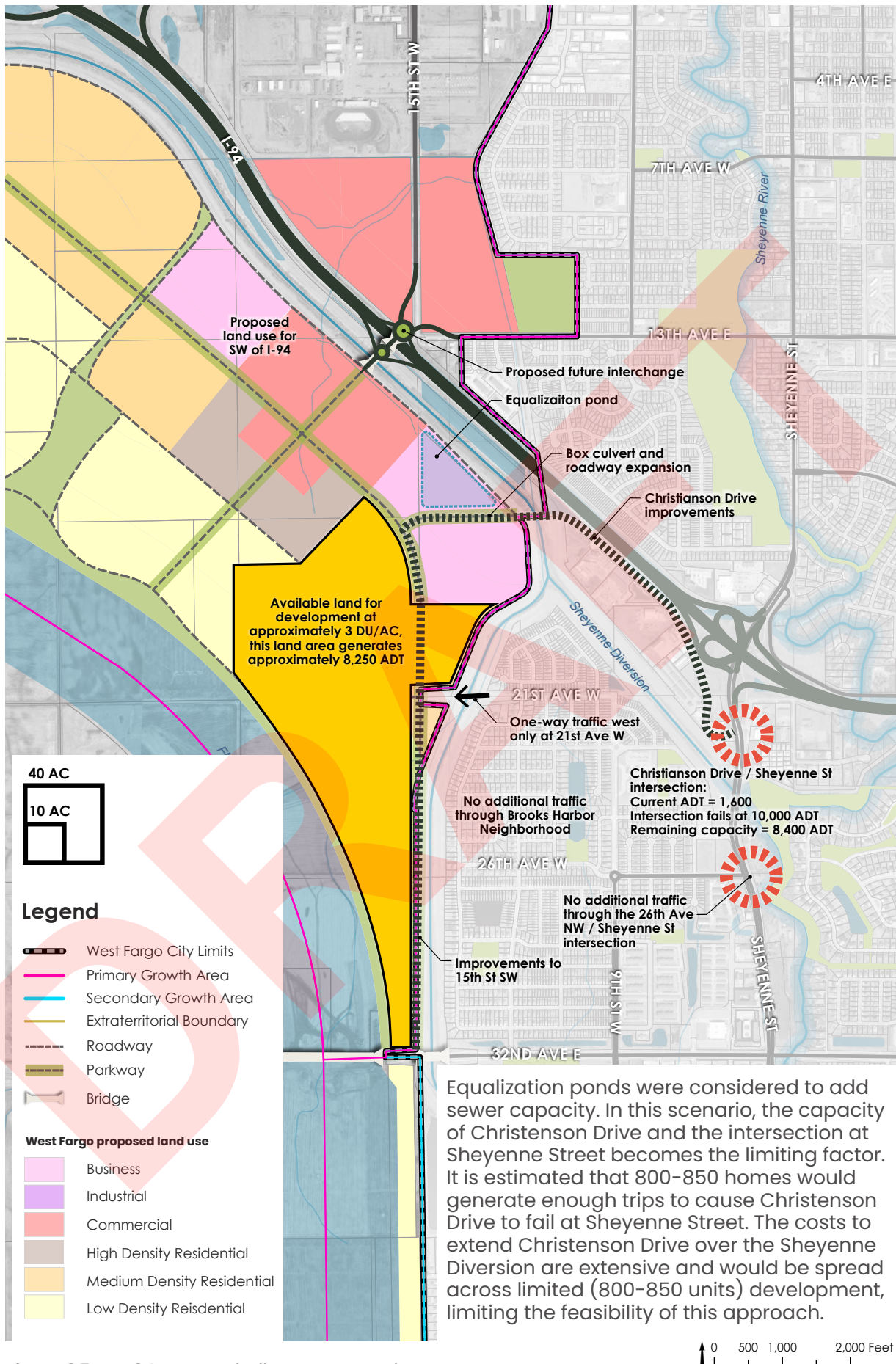


Figure 3.7 SW 94 Area – Challenges to Development



All residential areas in the growth area should support a percentage of mixed density with pockets of higher density at higher traffic volume roadways and creating open space linkages via stormwater conveyance networks.

PARKS & RECREATION

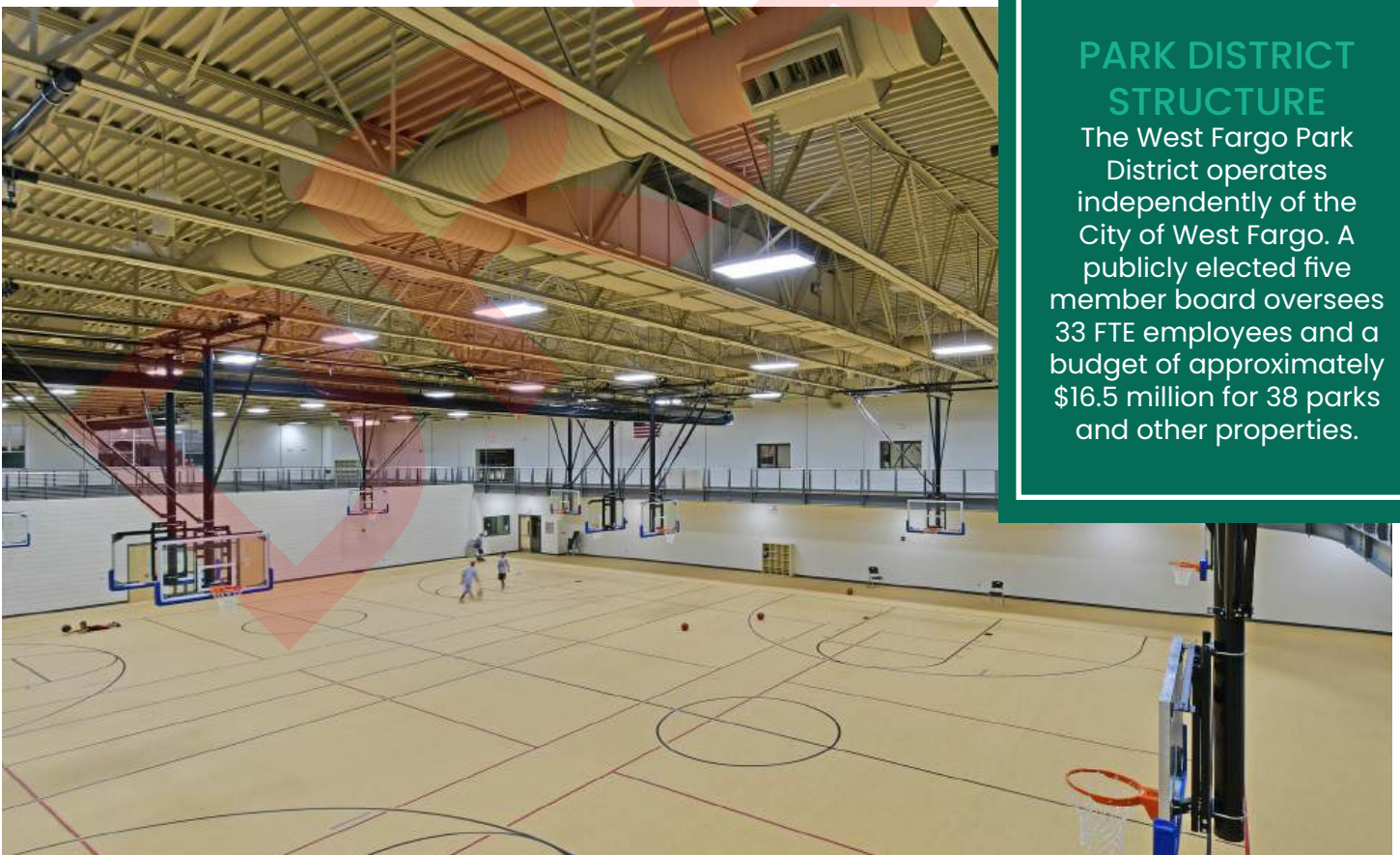
INTRODUCTION

West Fargo is a growing community with more and more people calling the city home, from young families to retirees. The park system plays a very important role in the city, providing unmatched recreation and play opportunities that enhance the quality of life for residents and make the community attractive to those choosing where to live in the region.

New neighborhoods in the growth area will need new parks. 20,000 new residents will put additional demand on community facilities like the Rustad Center and Veterans Arena. Athletics will continue to grow necessitating new fields. And the growth area and diversions will also offer unique opportunities to provide linear recreation that is not usually achievable for most communities. At the same time this is happening, the current system will continue to mature, requiring additional maintenance and replacements of features.

PARK DISTRICT STRUCTURE

The West Fargo Park District operates independently of the City of West Fargo. A publicly elected five member board oversees 33 FTE employees and a budget of approximately \$16.5 million for 38 parks and other properties.



STRATEGY FOR PARKS & OPEN SPACE NETWORK

The West Fargo Growth Area represents an enormous opportunity to strengthen the recreation network in West Fargo and provide amenities that elevate the quality of life for local residents. It is also important to note that the City will be adding drastically to the population, which will in turn put more demand on the existing facilities. As population growth occurs, the Park District needs to continue evaluating the need for new parks and recreation facilities. As the City expands into the growth area, it will be important to consider the entire system, both within the new parts of town as well as the entire district.

This plan envisions a series of parks along a secondary roadway network of “Parkway” streets. Parkways are internal to a neighborhood and are expected to receive a higher level of landscaping, streetscape, and amenities. They should also incorporate bicycle and pedestrian amenities.

Neighborhood parks should be in neighborhoods, not on larger arterial roadways. They are likely 2–8 acres in size and should have basic amenities such as playgrounds, gathering/picnic areas, and open playfield space.

Denser urban settings may call for pocket parks, while larger community scale parks should be located to take advantage of natural resources, and preferably be located along larger transportation corridors to allow for easy access from across the City.

In addition to parkways and along arterials, trails should be co-located with stormwater or natural drainage alignments. This will create a network of off-street, experiential corridors that enhance the trail network connectivity and enjoyability.

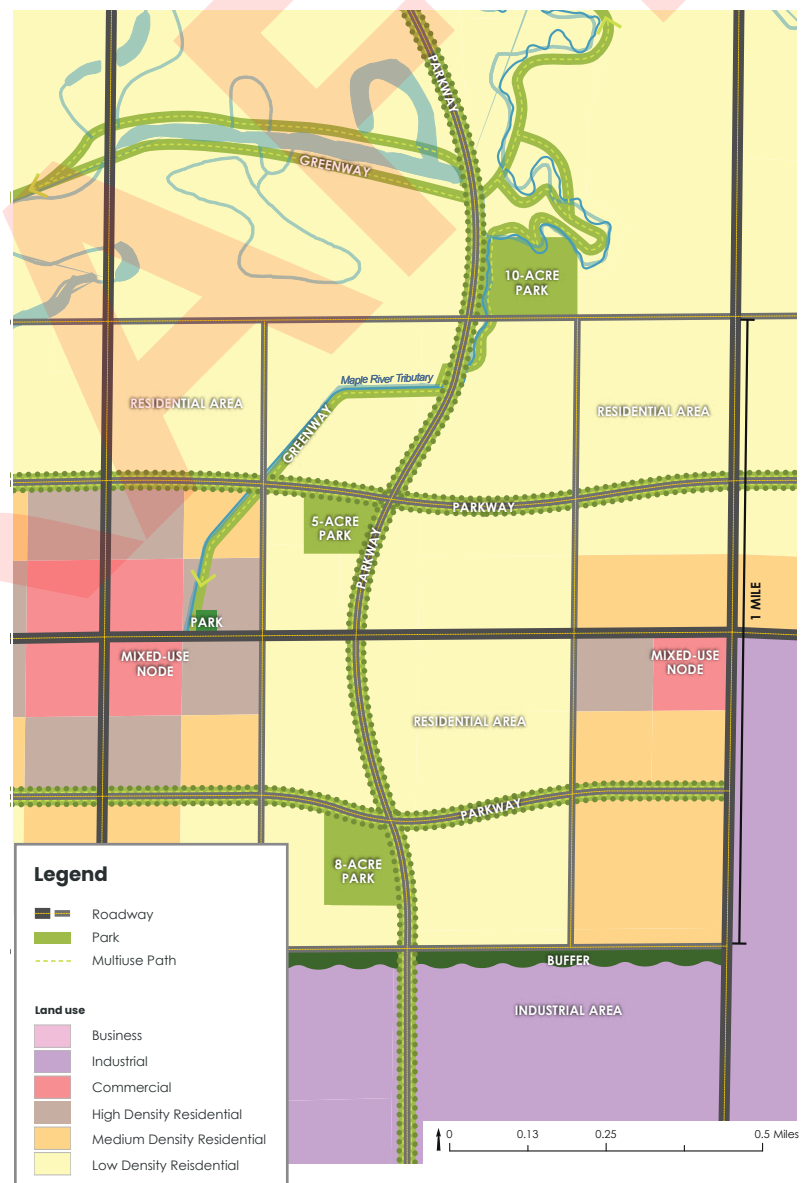
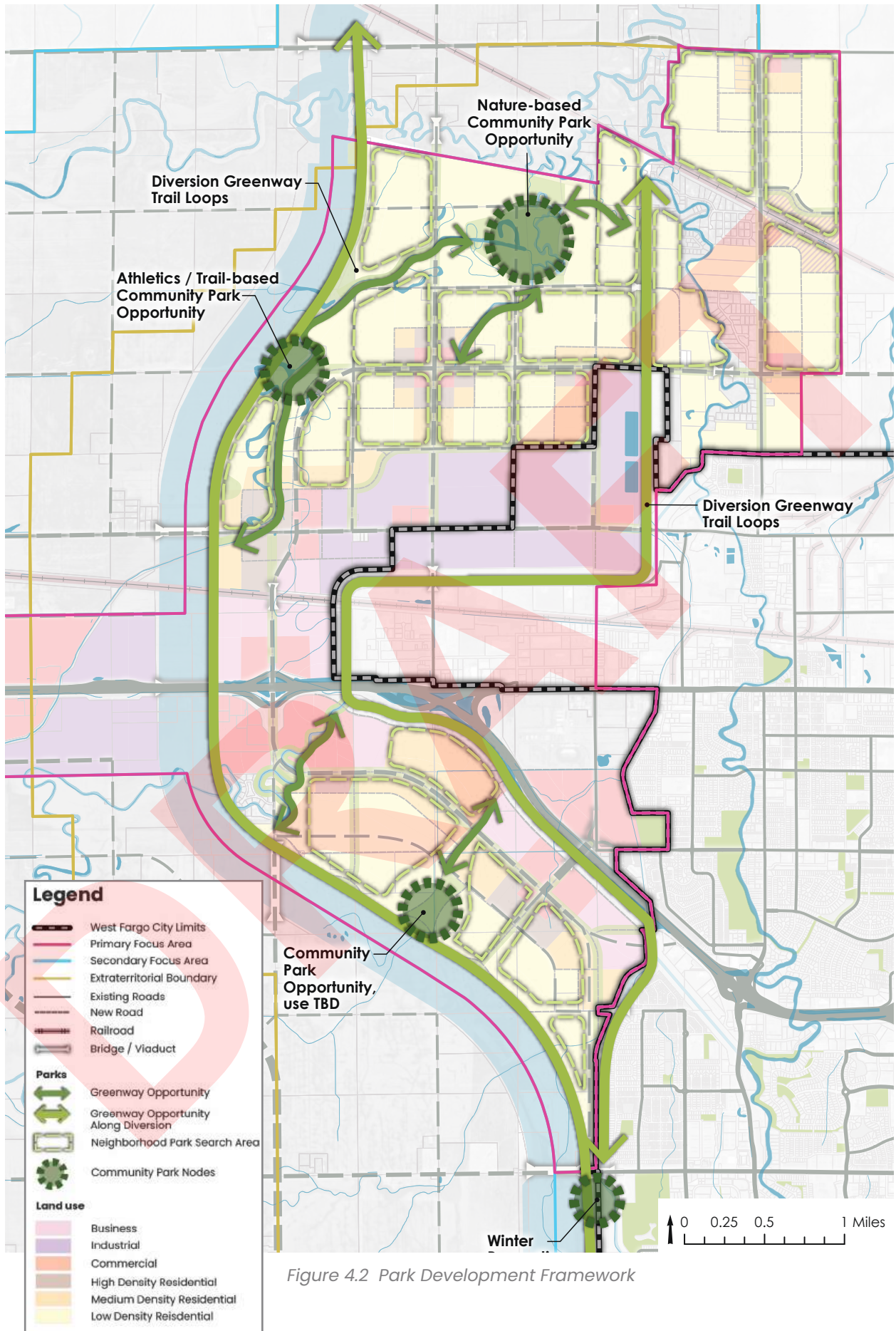


Figure 4.1 Park Neighborhood Integration Diagram





PARK TYPES



POCKET PARKS

Pocket parks are typically much smaller than a neighborhood park, and meet a specific need. They are typically incorporated into denser development, and may have a targeted audience (tots, elderly, etc.). While smaller they may require a higher level of investment.

FEATURES

Each pocket park is unique, but examples of these types of parks include:

- Plazas
- Tot-lots
- Town Squares
- Art Parks

SIZE

Pocket parks may be between 1/2 an acre to 2 acres.

LOCATION

Pocket parks are typically located in denser environments. They should have good visibility from right-of-way and development.

PRECEDENT IMAGES:



PRECEDENT IMAGES:



NEIGHBORHOOD PARKS

Neighborhood parks are the building block of any park system. They provide the baseline recreation opportunities that should be available to all residents within walking distance. This means their distribution should be about every ½ mile.

FEATURES

All neighborhood parks should include at a minimum:

- Playground with features for all ages
- Small shelter/Picnic area
- Open playfield

Based on the parks, they may also include elements like

- Basketball or other sports courts
- Small parking Area
- Natural area
- Trails
- Single athletic field

SIZE

Neighborhood Parks should typically be in the 2-8 acre range. This may vary due to site constraints or conditions, adjacent land uses, and park program.

LOCATION

Neighborhood Parks should be walkable to residents of the neighborhoods they serve. This means incorporating them into neighborhoods, although they may also be located along greenways and parkways. If so, the design should provide adequate buffer between roadways and play areas. Parks should be connected with sidewalks and trails.

Preferred Neighborhood Park - Example

Size: 4 acres + 1/2 acre wetland

Street Frontage: On two roads (1)

Unbuildable Land: Does not impede the functioning of the park, trail provides views of wetland (2)

Trails: Create loops (3), connect to the cul-de-sac as well (4)

Playgrounds: large size, multiple age areas (5)

Courts: Basketball (6) & Pickleball (7)

Open Play Space: large enough to accommodate informal games (8)

Rest & Gathering: shelter (9) & picnic tables (10)

Safety: Good visibility, policeable

Parking: Lot (11)



Minimum Neighborhood Park - Example

Size: 2 acres + 1/2 acre wetland

Street Frontage: Longest length of frontage is on street (1)

Unbuildable Land: Does not impede the functioning of the park (2)

Trails: connect to the cul-de-sac and the street frontage (3)

Playgrounds: multiple age areas (4)

Courts: Basketball (5)

Open Play Space: large enough to accommodate informal games (6)

Rest & Gathering: picnic tables (7)

Safety: Good visibility, policeable

Parking: On-Street without having to cross street (8)



Unacceptable Neighborhood Park - Example

Size: 1 acres + 1/2 acre wetland

Street Frontage: None, "flag lot" orientation (1)

Unbuildable Land: creates challenges for the functioning of the park (2)

Trails: dead end (3)

Playgrounds: only one age area (4)

Courts: none

Open Play Space: not large enough to accommodate informal games (5)

Rest & Gathering: picnic tables are in low visibility area (6)

Safety: Poor visibility, difficult to police

Parking: None/minimal (7)



Figure 4.3 Neighborhood Park Examples – This figure illustrates the principles of what would be included in a preferred neighborhood park, an acceptable neighborhood park, and an example showing issues that would cause the West Fargo Park District to reject dedication of parkland. These should be considered examples. Included features and layouts will adjust to meet each park's unique context.

PRECEDENT IMAGES:



COMMUNITY PARKS

Community parks are the marquee parks that draw people from across West Fargo, and often beyond the City's boundaries. They often include features that are not feasible to provide in every neighborhood park, but are valuable to a park system. These can be specialized features like athletic fields, or higher end amenities like a splash pad or large picnic shelters. Natural features such as rivers, wetlands, and forests can also be incorporated into community parks.

FEATURES

Community Park features vary. Common examples include athletic facilities, larger picnic grounds, ice rinks, banks of courts, splash pads, destination playgrounds, and natural areas. They often require more support facilities than a neighborhood park as well, such as parking lots, restroom buildings, and drinking water. Because Community Parks often act as the de-facto neighborhood park for adjacent residents, these parks should also include typical neighborhood park features like a playground unless that need is met in a different, nearby facility.

SIZE

The size of Community Parks varies more than neighborhood parks as it depends on the features included in the facility. Typically these parks are more than 10 acres.

LOCATION

Community Parks should be located proximate to transportation corridors, both vehicular and bike/pedestrian. An exception to this may exist when the park is providing access to areas with notable natural resources.

FACILITIES

The West Fargo Park District has developed multiple facilities over the years to serve residents. These include Veterans Memorial Arena, Veterans Memorial Pool, and most recently the Rustad Recreation Center which has already been expanded and continues to operate near capacity. With the anticipated growth in the community, it is likely that the Park District will need to add new facilities in the next 25 years to meet the community's demand, particularly in the growth area. Because of the uniqueness of each facility, it is difficult to assign a particular size or specific features to any one of them. Their service area will likely be city-wide or even beyond. This does make it important to consider support facilities such as parking and concessions.

LOCATION

Most people will be driving to park facilities, meaning that they should be located along major transportation corridors, preferably with good visibility if it is also serving out-of-town guests and visitors. It often makes sense to co-locate these types of facilities with other businesses that can meet the other needs (food, gas, etc.) of facility users.

PRECEDENT IMAGES:



REGIONAL PARKS AND FACILITIES

The West Fargo Park District is not set up to manage large scale regional recreation destinations and features. It does not have the mission, staff, expertise, or funding mechanisms to provide that type of recreation. During the planning process, however, there was interest in larger scale recreation offerings like a state park or a regional trail greenway along the diversions. FMCOG does not typically focus on parks, and is not a likely owner/operator of a regional park/trail. It is worth noting that there are no state parks within an hour of the Fargo/Moorhead metro area. The diversion and lands coming out of the floodplain may be an opportunity for a state facility, and the Park District would support such an endeavor.



TRAILS



Figure 4.4 Trail and Neighborhood Integration Example

NETWORK

EXISTING TRAIL NETWORK

The trail network in West Fargo today has been well built out, especially in newer neighborhoods where trails, parks, and stormwater have all been layered into off-road corridors that make for an enjoyable, connected trail experience.

The primary challenge for the existing trails, and for future growth are crossings of main barriers, namely Interstate 94 and the river diversion projects. Improved crossings would help stitch different neighborhoods together via trail, and improve connectivity from homes to other important community destinations and employment centers.

With population growth anticipated to occur on the north side of the City, special efforts should be made to incorporate trails into the roadway network when built to cross Interstate 94, the railroad, and the Sheyenne Diversion. There are very few bicycle/pedestrian trails north of Main Street which will present a challenge for connecting the new neighborhoods in the north growth area.

RECREATIONAL VS. TRANSPORTATION USERS

Trail use generally falls into one of two categories - Recreational and Transportation.



Recreational Users:

Joggers, walkers, and people “out for a bike ride.” For these users, the experiential elements of the trail matter more. A winding trail through a natural area will be a better experience than a trail along an arterial roadway.

- Focus on experience
- Connections between natural areas and parks
- Longer stretches with fewer intersections

FACILITIES FOR THESE USERS ARE TYPICALLY PARK DISTRICT OWNED



Transportation Users:

Typically walking or riding a bike to replace a vehicular trip. Efficiency is the primary emphasis for transportation users.

- Direct connections between key destinations
- Enhanced safety at crossings and when sharing roads with vehicles
- Amenities at destinations (bike racks, storage, etc.)

FACILITIES FOR THESE USERS ARE TYPICALLY CITY, COUNTY, OR STATE OWNED

Ideally, the trail network should serve both sets of users, balancing recreation and experiences with connectivity and efficiency.

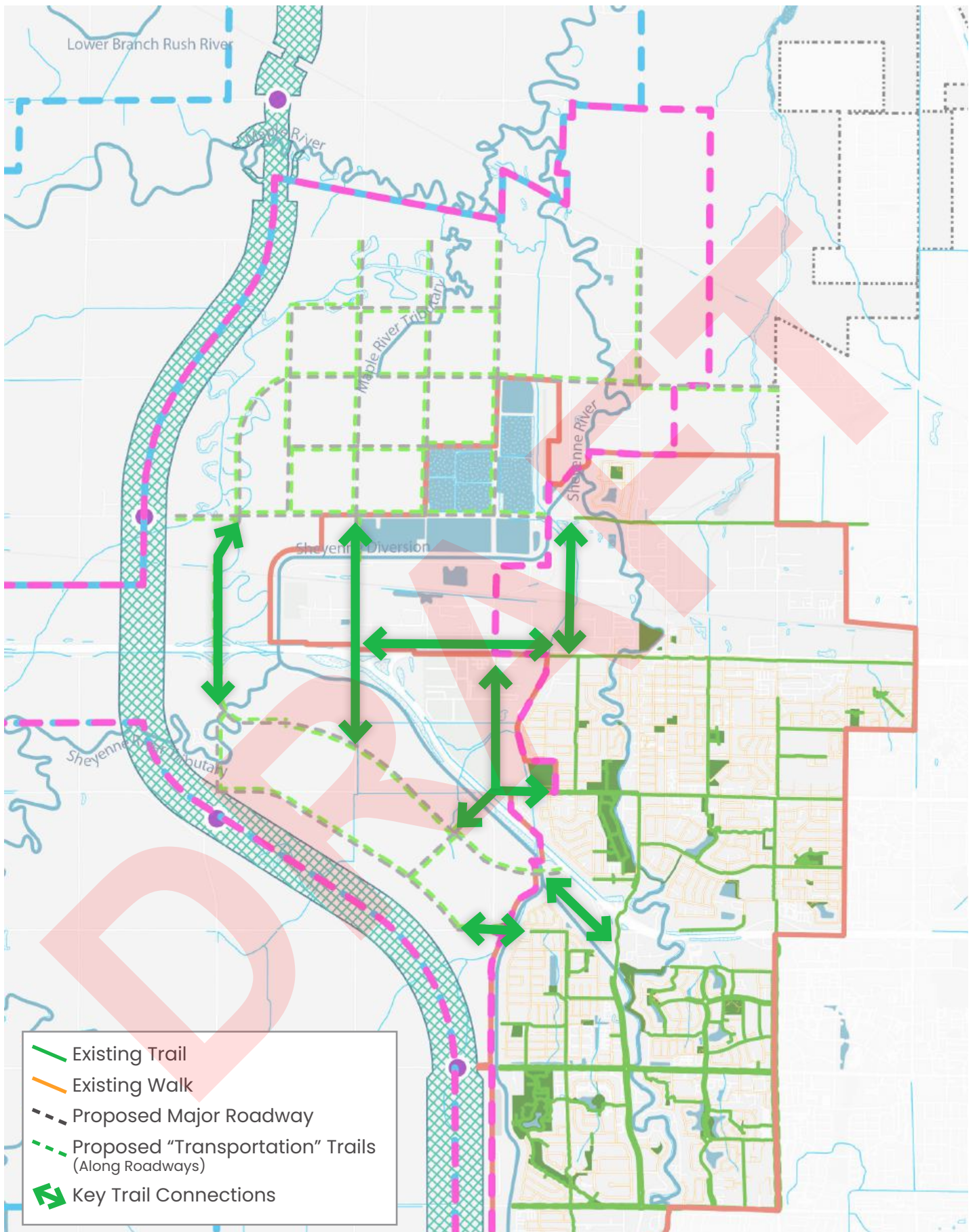


Figure 4.5 Trail Network Diagram



RIGHT-OF-WAY/ON-ROAD CONNECTIONS

Trails along existing or proposed roads are an efficient way to enhance or connect the trail network, particularly for those who use trails for transportation (vs. recreation). While the experience may not be as enjoyable, they are easier to construct and maintain. Care must be taken to ensure bicycle and pedestrian safety when they share a corridor with vehicular traffic. Additional roadway treatments may also be necessary at intersections.

Collector, Arterial, and Parkway roads should all incorporate paved trails. When preserving right-of-way during the development process, ensure there is adequate dimension to accommodate all vehicular and trail needs.

LOCAL OFF-ROAD CONNECTIONS

Trails that are not along roadways often make for a more enjoyable walking, running, and bicycling experience. They are also a safer option, especially for younger trail users who may not be as familiar with traffic laws and operations.

West Fargo already has an established pattern of layering in multiple, jointly beneficial uses to property. Many of the new neighborhoods have integrated trails and stormwater retention/treatment/conveyance. This pattern should be encouraged and continued with new development in the growth area. When property is being secured for trail use, it is important that the dimensions of the property have enough room for not just the trail, but also snow storage and maintenance.

There are also going to be opportunities for natural areas along smaller river, stream, and ditch sections that exist in the growth area today. These should be considered for future trail corridors.

DIVERSION LOOPS

FMCOG PLAN

As part of the diversion project, there was planning work done on a greenway trail along the diversion area. Funding shortfalls have to date made the plan difficult to implement, and it has not been built. The design of the diversion does allow for future construction of trail and amenities.

The existing Sheyenne Diversion will also provide an opportunity for trail connections. The Red River Diversion will reduce the water volumes in the Sheyenne Diversion, which may allow for other linear recreation to occur. Both of these opportunities are expected to be long term, as they are not yet funded, and no funding has been identified. Even in the long term, this initiative should be carried forward as a unique opportunity to create uninterrupted, four season recreational trails.

FUNDING, OWNERSHIP AND MAINTENANCE

It is not intended that the West Fargo Park District or the City would be responsible for funding or owning the diversion trails. These trails would be a regional/statewide draw, and as such, funding should be allocated from regional and statewide resources. The City and Park District both endorse the idea of these trails and would support their construction, but they are beyond the means of either entity to build and maintain.

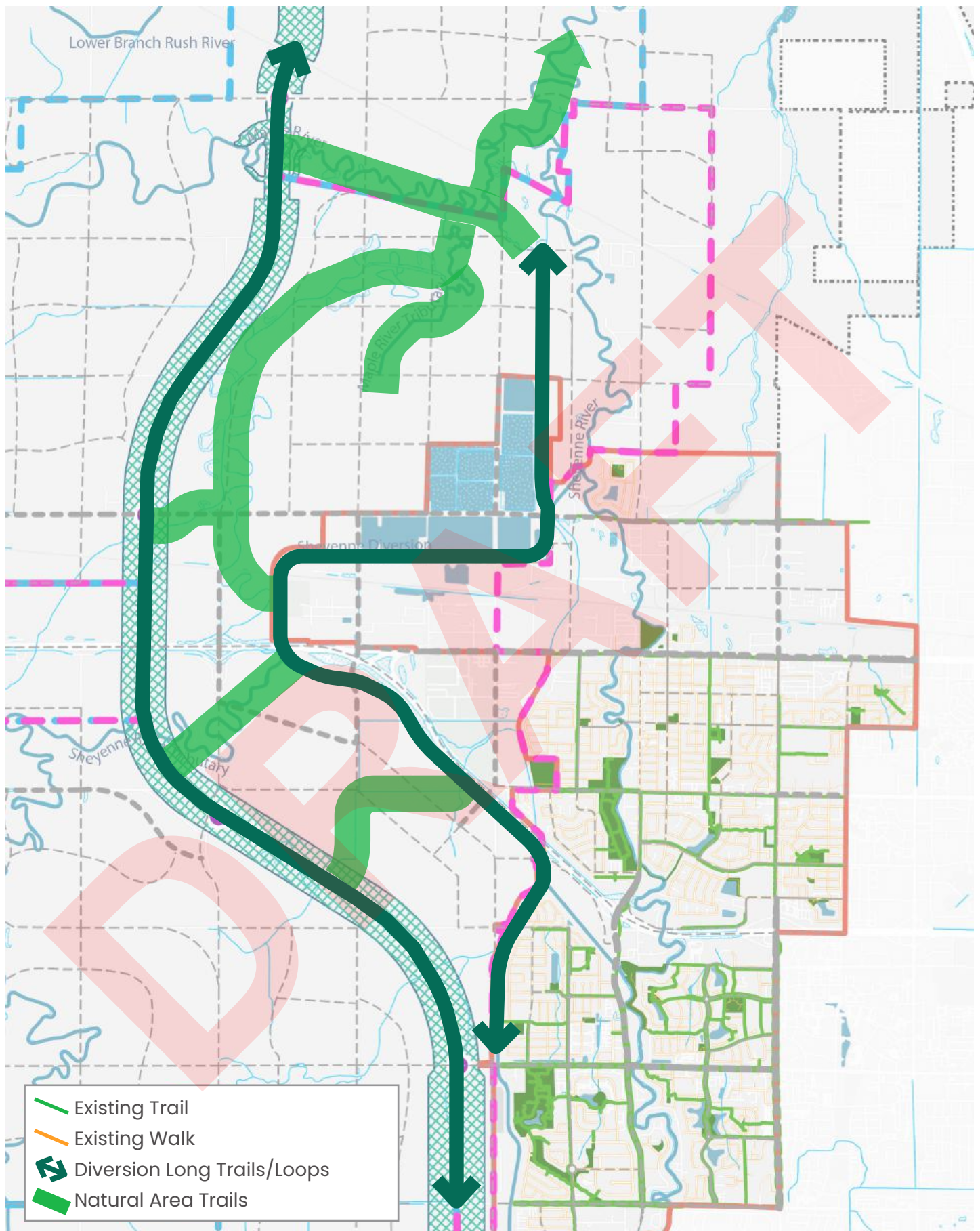


Figure 4.6 Trail Network Diagram

FUTURE OWNERSHIP CONSIDERATIONS

One of the issues with much of the trail network today is a patchwork of ownership. One trail segment may sit on City, Park District, residential, homeowners association, stormwater/drainage, and easement land. This makes it incredibly difficult to maintain the trails as responsibility is not always clear and not very efficient. It also creates confusion and lack of accountability when trails need to be replaced.

FUTURE MAINTENANCE CONSIDERATIONS

In addition to the ownership issues addressed above, it is important to consider how a trail will be maintained when accepting land. Some considerations for trail design to better support maintenance and function of the trail include:

8'-10' trail width, plus 4' minimum on either side of the trail. A preferred dimension would be 20' and no less than 16'. This is to allow for snow storage, reduce private encroachments, and give trail users buffer room if they go off the side of the trail.

A clear plowing plan that ensures there is adequate room for snow storage, and a clear pathway for a plow or brush truck to follow. This means no tight turns or dead ends. It also means providing "push through" routing where snow can be pushed into locations for storage without crossing into private property.



Figure 4.7 Avoid dead ends



Figure 4.8 Design logical plow routes



Figure 4.9 Ensure the property has room for snow storage on the sides and not just space for the trail surface itself

SYSTEM GROWTH

As the population grows, so too will the demands on the park system and the Park District. The following table provides an inventory of the existing parks and their features, and then extrapolates future need based on what it would take for the Park District to continue providing parks and features at the same rate based on population in the future.

	2025	Population Per	2050	Difference
Population	41,617		62,789	21,172
Total Parks	36	1,156	54	18
Neighborhood/Pocket Parks	24	1,734	36	12
Community Parks	12	3,468	18	6
Community Center (Not included in park count)	1			50% Increase in demand
Veterans Arena/ Indoor Rinks	1 Arena with 2 Rinks			50% Increase in demand
Playgrounds	31	1,342	47	16
Diamond Fields	18	2,312	27	9
Soccer Fields	12	3,468	18	6
Outdoor Ice Rinks	6	6,936	9	3
Pool	1			50% Increase in demand
Splash Pad	1			50% Increase in demand
Staffing FTE (Budget)	33	1,261	50	17
Total Budget (2025 Dollars)	\$15,308,480	\$368 per person	\$23,096,431	\$7,787,951

Table 4.1 Parks and population growth

The above table illustrates the need for additional parks that will be generated by population growth in West Fargo. Especially notable are an expected:

- 19 new parks
- 50% Increase in demand at community facilities like the Rustad Recreation Center, Veterans Pool, and Veterans Arena
- 16 new playgrounds (plus replacement of 31 current playgrounds over the next 25 years)
- 17 more FTE staff

When considering future fields, it is important to recognize that the West Fargo Park District's athletic facilities serve a wider population than just West Fargo Park District boundaries. Many teams and clubs are based on the school district's boundaries, meaning that some field demand is coming from outside the community. The below analysis looks at non-school fields across the school district in various cities. It determines the fields per capita for both diamond (baseball and softball) and rectangle (soccer, football, lacrosse). Projecting forward, the tables also illustrate the number of fields needed to maintain the current per capita rates.

	2025 Pop.	Percent	Diamond Fields	Percent	Change if based on pop	Rectangles	Percent	Change if Equal
Fargo*	35,152	41%	8	27%	4	2	14%	4
West Fargo	41,946	50%	18	60%	-3	12	86%	-5
Horace	5,089	6%	3	10%	-1	0	0%	1
Harwood	796	1%	1	3%	-1	0	0%	0
Reile's Acres	722	1%	0	0%	0	0	0%	0
Other	1,000	1%	0	0%	0	0	0%	0
Total	84,705		30			14		

*Includes the areas of Fargo within the West Fargo School District Boundaries

	Projected 2050 in WF District	Percent	Current Diamond Fields	To maintain current ratio 1/2823	Change Needed	Current Rectangle Fields	To maintain current ratio 1/6050	Change Needed
Fargo*	57,577	42%	8	20	12	2	10	8
West Fargo	62,789	46%	18	22	4	12	10	-2
Horace	13,615	10%	3	5	2	0	2	2
Harwood	1,195	1%	1	0.4	-1	0	0	0
Reile's Acres	1,220	1%	0	0.4	0	0	0	0
Other	500	0%	0	0	0	0	0	0
Total	136,896		30	48	18	14	23	9

*Includes the areas of Fargo within the West Fargo School District Boundaries

Table 4.2 Athletic fields comparison data



STRATEGY FOR FUNDING

DEDICATION

Park dedication is the mechanism by which a community can collect land and funds from a developer or someone else subdividing their land. Because the subdivision will increase the demand put upon the park system, Cities are allowed to collect land or fee to offset that impact. Funds must be spent on new or expanded park features (not maintenance or replacement) and there must be a connection (“nexus”) between the new development and where the funds are spent. This can include nearby neighborhood parks or parks meant to serve the entire community, but not neighborhood parks on the other side of West Fargo. In instances where a public park already exists, serving a new neighborhood, the emphasis should be on cash in lieu of land dedication. The City and Park District should avoid taking land that is not needed or that doubles up existing services. These properties require maintenance and eventual replacement and that can become an unneeded financial burden on the Park District and City.

Park dedication is the primary method for acquiring the land used for parks. Funds can also go towards design and construction of features in the park. When the City and Park District agree to accept land to fulfill park dedication requirements, it is important to make sure the land is useable for active recreation purposes. These requirements are further described in the Neighborhood Park section in this chapter.

GENERAL FUND

As the current park system ages, there will be more spending on replacement of existing features. This process has started in the older neighborhoods north of Interstate 94, and will be a growing expenditure as many of the newer neighborhoods south of the freeway age. Replacements will put an additional burden on the General Fund at the same time the City is growing to the west.

PROPERTY TAXES

Property taxes are the single largest source of funds for the Park District. The District has been cognizant of keeping tax rates low in past years and plans to continue this into the future. Funding from property taxes will continue to grow as there are more homes built and contributing. Property taxes can support the replacement of existing parks across the City.

SPECIAL ASSESSMENTS

Special Assessments are used by the Park District to pay for improvements that serve certain parts of the community. A neighborhood may be assessed for the buildout or replacements in their local park. The people paying the assessment should be the ones benefiting from the project. In new subdivisions, this has lead to situations where the level of a special assessment sets the expectations for quality and type of features in a park. It is important that the Park District maintains a baseline level for all parks, so that they are not left with sub-standard facilities requiring extra maintenance or frequent replacements in the future.

OTHER SOURCES

In addition to dedication, property taxes, and assessments, the Park District is able to utilize other sources to supplement their operations and other work.

COST RECOVERY

The Park District currently recoups some of the expenditures through cost recovery. These are fees collected through facility rentals, entry fees, and registrations for programming. By collecting these fees, the Park District's dollars go further and they can offer facilities and programs that they would not otherwise be able to provide.

INTERGOVERNMENTAL REVENUE

The West Fargo Park District receives funding from other governmental entities. This includes grant funds from the state, transfers from the City/County/School District, and other sources.

DONATIONS

The Park District is supported by the West Fargo Parks & Recreation Foundation. The foundation is a non-profit partner to the Park District that can facilitate and encourage donations and other gifts for the betterment of parks in West Fargo.

USES OF FUNDS

Currently, most of the Park District's funds are allocated to capital improvements and debt service, which is paying bonds that went to capital improvements like the Rustad Center and new park features.

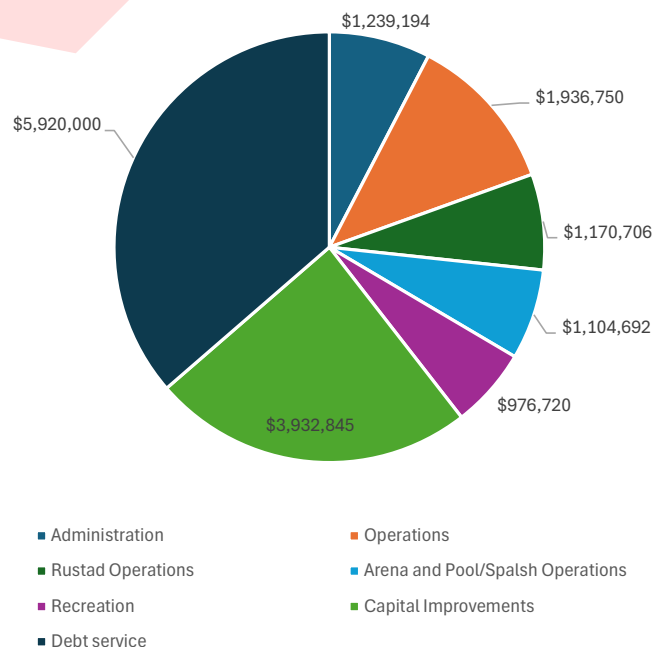


Figure 4.10 Use of Funds

STRATEGY FOR MAINTENANCE

While new parks may come from park dedication through the development process, maintaining them over the long term is a vital part of ensuring the park system remains a key community asset.

The Park District has already recognized the ongoing costs of maintaining the park system that exists today. Adding more parks will continue to increase staffing and equipment needs for the Park District. In order to ensure a financially sustainable park system for the future, the Park District will incorporate the strategies discussed below.

HIGH QUALITY MATERIALS AND DESIGNS

As noted above, when a new park is developed, it is often done through park dedication and special assessments on the new neighborhood. There may be an incentive for developers to focus on the “day one” appeal of the park. It is important that the City and the Park District require parks that are designed for maintainability and use reputable, commercial grade equipment for playgrounds, shelters, athletics, and site furnishings. These need to provide long lifespans under high-volume public use and meet stringent safety requirements. The Park District should continue to monitor existing equipment and if certain brands or types require more maintenance or more frequent replacement, they should not be accepted or included in future designs. Similarly, land that is accepted for park dedication should be easy to maintain. This means:

- Well defined access for maintenance vehicles and public safety vehicles
- Not accepting areas that are not well suited to long term development (i.e. likely to flood, poor soils, etc.)
- Not accepting areas that are difficult to police or ensure a safe park experience (no clear access, poor visibility, etc.)

ASSET MANAGEMENT

The Park District will integrate asset management into the park system for CIP planning and maintenance. There are programs like Cartegraph that can be utilized, or the District can develop their own tool to keep track of capital assets in the system. Understanding the value of the current parks and features, and the costs associated with maintaining and replacing them is exceptionally helpful as the District goes through Capital Investment Planning and sets operations budgets. It also helps address maintenance issues before they fail which can extend the lifespan of some features.

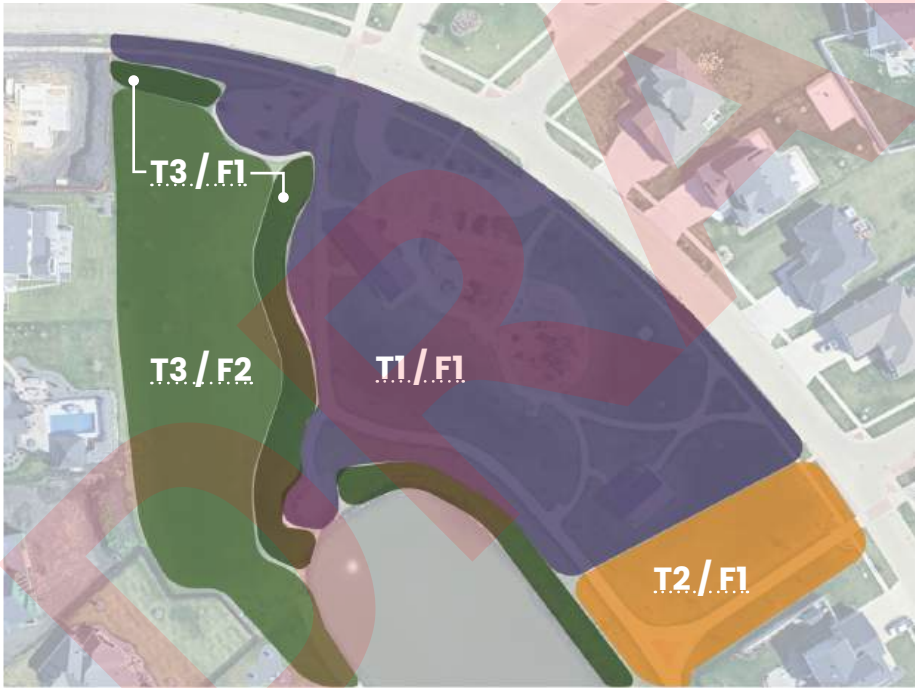


BALANCING LAND WITH FINANCIAL OBLIGATIONS AND BUILDOUT

Before accepting land or building out a park facility, the Park District should evaluate its financial capacity to take on more land, maintenance, and long term replacement obligations. In areas where walkable parks already exist in adjacent neighborhoods, the Park District should prioritize cash in lieu of land, rather than building more parks with overlapping service areas. Funds collected can either be spent in the same area, or on community scale facilities that will serve the entire park district including the new developments.

CONSIDER AND PLAN FOR DIFFERENT MAINTENANCE REGIMES IN DIFFERENT PARKS

Most of West Fargo’s parkland is maintained at a similar standard. There may be opportunities to prioritize maintenance in certain areas, while shifting to an “as-needed” approach in other areas. The Park District will also explore naturalization of some areas and edges that could help reduce the maintenance demands of mowing all of the parkland. While prairie restorations and shoreland naturalization projects are not “maintenance free” as sometimes claimed, once established, they do require less maintenance and inputs than a typical park lawn, and can have improved ecological benefits including improved water quality and habitat. One approach is to assign all parts of the park system a type and frequency for maintaining the parks.



- PARK AREA TYPE
- TYPE 1** - High profile areas with intensive public use that are highly visible.
 - TYPE 2** - Areas with medium to moderate public use.
 - TYPE 3** - Areas with low public use intended to remain naturalistic in character.

- PARK SERVICE FREQUENCY
- FREQUENCY 1** - Maintenance and monitoring tasks happen on a regular basis (weekly, monthly).
 - FREQUENCY 2** - Maintenance and monitoring tasks happen on a yearly basis or in response to a request (on-demand).

	TYPE 1	TYPE 2	TYPE 3
FREQUENCY 1			
FREQUENCY 2			

Figure 4.11 Park Types Diagram

STRATEGY FOR PARTNERSHIPS

The Park District understands that more can be done through partnership than by trying to provide all recreation for all residents.

PARTNERSHIPS WITH THE STATE/ FMCOG

The West Fargo Park District is not structured or funded to provide large scale, regional recreation for people from across the Fargo Moorhead Area. Big ideas like the Fargo-Moorhead Greenway on the Red River diversion would be transformative for recreation in the area, connecting multiple cities, providing a highly sought after trail network, and layering uses into existing publicly owned land. Similarly, there are not any North Dakota state parks near the Fargo Moorhead area. There may be opportunities to develop facilities at the edges of the growth area. The Park District is not able to bring these ideas to reality, but would enthusiastically support a regional or state led approach to developing large recreation offerings.

PARTNERSHIPS WITH THE SCHOOL DISTRICT

The Park District and School District often provide similar facilities (such as indoor ice, courts, and athletic fields). There is an opportunity for collaboration between these two entities so that there is not duplication of services. Challenges to creating partnerships include differing interests and priorities about use, different funding mechanisms for development of facilities, and different boundaries for the School and Park District. This can lead to discrepancies where park users are coming from outside the Park District boundaries. Any joint powers agreement must build on shared goals between the two entities, while clearly outlining funding, maintenance, replacement, use priorities, and user groups across boundaries.

PARTNERSHIPS WITH THE CITY

Currently the City and Park District work together when developments are proposed in the community to provide direction on park dedication and special assessments. The District and City should continue to collaborate to ensure parkland that is dedicated and built out will serve the residents of West Fargo.

PARTNERSHIPS WITH THE DIVERSION AUTHORITY

The Metro Flood Diversion Authority (MFDA) can be a partner in the land and development of trails along the corridor.

The MFDA also acquired extra acreage in the process of securing land for the diversion. MFDA member entities have right of first refusal to acquire the land from the MFDA. The Park District and City may consider land that becomes available for future public use and parkland.

PARTNERSHIPS WITH WATER RESOURCE DISTRICTS

Often there is an opportunity to layer trail corridors into drainageways when new neighborhoods are developed. The Park District should continue to coordinate on topics such as maintenance, land ownership, and planning for trail corridors. The Southeast WRD, Rush River WRD, and Maple River WRD all have jurisdiction in parts of the growth area and the Park District should be reaching out to all three to layer parks and trail corridors into the land needed to facilitate stormwater management.

PARTNERSHIPS FOR TRAIL CONNECTIONS

Trail corridors are difficult to develop as a single entity. Trail systems will be more complete and offer better connections if they are developed as a partnership with public entities. This may include right-of-way owned by the City, Cass County, or the State. Trails could occur on property along drainageways owned by various Water Resource Districts. Parks and Schools are both destinations for trail users, and helpful connections. The Red River and Sheyenne River diversions create incredible opportunities for trail corridors with minimal crossings or obstructions. Coordinating all these entities is no small task, but the potential benefit is enormous. Creating a cohesive network will require buy in from each group and taking action at appropriate times. The Park District should advocate on behalf of the trail network and ensure the conversation is being addressed in instances such as subdivision/site plan review, dedication, and funding conversations.



TRANSPORTATION

TRANSPORTATION NETWORK

OVERALL GROWTH AREA TRANSPORTATION NETWORK

The transportation system for the West Fargo Growth Area Plan was developed by referencing the recommendations from the previously completed Fargo 2050 Metropolitan Transportation Plan (MTP), the Northwest Transportation Plan, the West 94 Transportation Plan, and the Fargo/West Fargo Access Plan. These recommended transportation routes are blended with desired land use patterns to help inform critical large-scale infrastructure investments (i.e., future interchanges, grade-separated crossings of the rail line, and bridges over the FM and Sheyenne Diversions).

These past planning documents, blended with this plan's land use and infrastructure planning provided the framework for determining the corridor type that would best serve the planned development in the Growth Area. The West Fargo Growth Area Future Streets Map (Figure 5.1) highlights the network of arterial and collector roadways and serves as the future streets map for the West Fargo Growth Area pursuant to the North Dakota Century Code (NDCC) Chapter 40-48.



Northwest
Transportation
Plan

West 94
Transportation
Plan



Fargo 2050 Metropolitan
Transportation Plan (MPT)

PRECEDENT IMAGERY:



4-6 Lane Roadways



Mixed Use Arterials



2-3 Lane Collector Roadways



Improved At-Grade Railway Crossings



Grade Separated Trail Crossings

North of I-94, commercial and mixed-use arterials would be extended along 12th Ave NW and 19th Ave NW. These are ultimately four or six lane roadways with 150 to 175 feet of right of way. Mixed-use arterials were implemented in both the Southwest and North of I-94 growth areas. These would develop to three to five lane roadways. Like commercial arterials, they require 150 to 200 feet of right of way. Collector roadways increase connectivity between the residential, commercial, industrial, and business areas. These are two or three lane roadways, with the three-lane having a shared left turning lane. There are opportunities for on-street parking and bike lanes with this roadway classification. Collectors typically require 80 to 100 feet of right of way.

Roadway improvements in the growth area North of I-94 will mainly be turning gravel section line roads into paved arterials and collectors. One area of focus will be continuing 38th St NW from the Raymond interchange to 19th Ave NW. Since the FM diversion curves to the northeast adjacent to 38th St NW, the roadway will need to curve as well. Protecting this road right-of-way will be crucial during land development in this area.

Additionally, improving the railroad crossing north of the Raymond interchange will be vital to connecting the growth area node of 19th Ave NW and 26th St NW. Another challenging area during the development of this area will be crossing the Sheyenne diversion south of 12th Ave NW along 26th St NW. There will also be a railroad crossing that will need to be considered as traffic counts continue to rise along the corridor.

Unlike the growth area to the north, the area southwest of I-94 will mostly be new corridors, not following the existing gravel roads. The spine road and collector that parallels the FM diversion will both need the right-of-way protected during the development in this area. Additionally, planning for the interchange connecting 13th Ave W to the spine road should be considered before land development is approved.

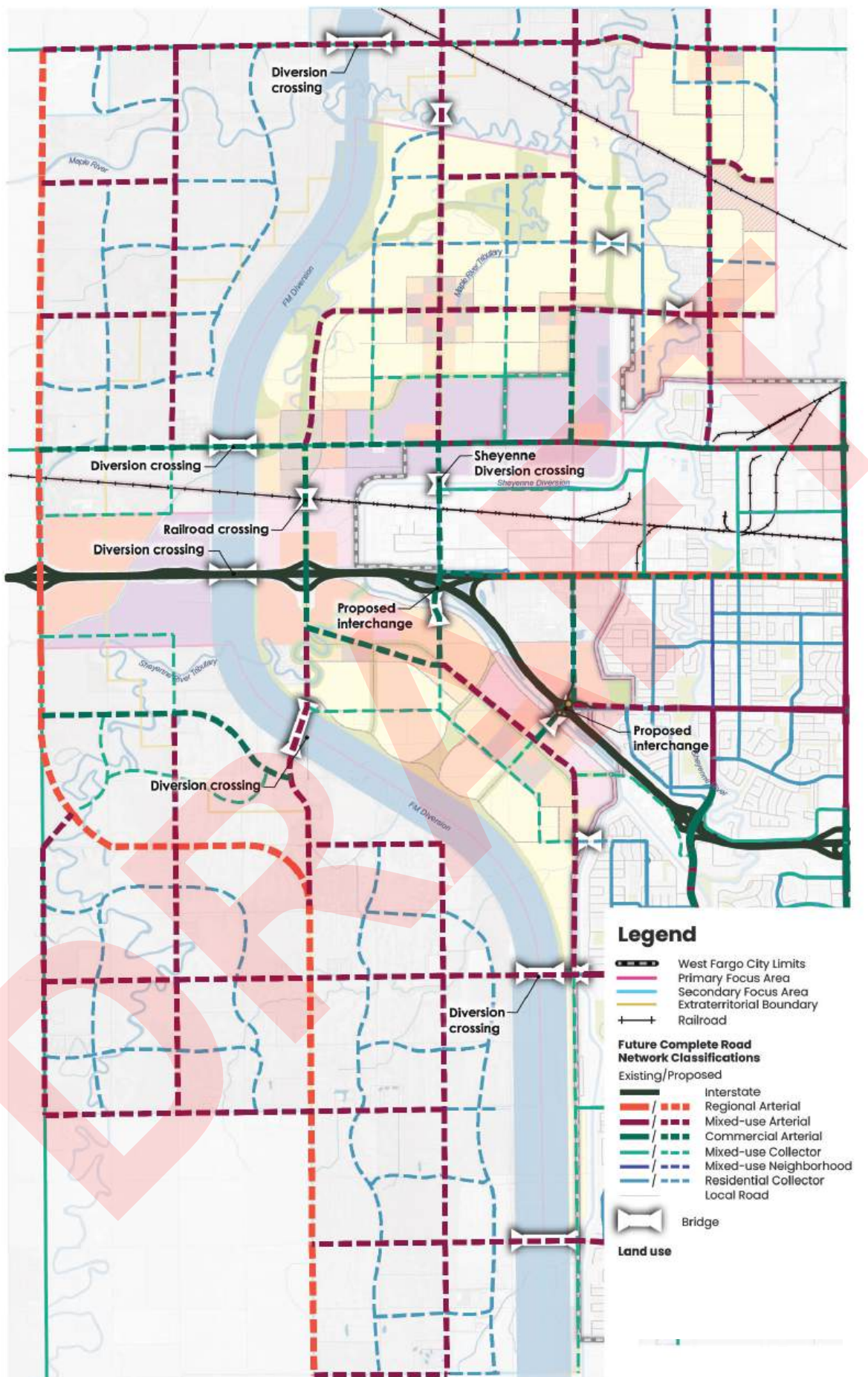


Figure 5.1 West Fargo Growth Area Future Streets Map



PRIMARY GROWTH AREA TRANSPORTATION NETWORK

For the primary growth area (where growth is anticipated over the next 25 years), commercial arterials are envisioned on 12th Ave NW along with a small section of 19th Ave NW. These are four or six lane roadways with a raised median dividing them. This raised median will be transitioned into left turning lanes at key intersections along the corridor. They require 150 to 175 feet of right of way, depending on existing right-of-way (ROW) along the roadway.

Mixed-use arterials were implemented in both the Southwest and North of I-94 growth areas. These are three and five lane sections with a shared left turning lane. Like commercial arterials, they require 150 to 175 feet of ROW depending on the existing conditions. Collectors were used throughout the growth area, increasing connectivity between the residential, commercial, industrial, and business areas. These are two or three lane roadways, with the three-lane having a shared use left turning lane. There are opportunities for on street parking and bike lanes with this roadway classification. Collectors typically require 100' of right of way. (See Figure 5.2)

ROADWAY CLASSIFICATION	LANES	RIGHT OF WAY	TRAFFIC SIGNALS	UNSIGNED FULL ACCESS	3/4 OR RIGHT-IN-RIGHT-OUT	DRIVEWAYS
Regional Arterial	4	200+	1/2 Mile	None	1-4 Mile	None
Commercial Arterial	4-6	150-200	1/4 Mile	None	400	None
Mixed-Use Arterial	3-5	150-200	600-800	300-400	200	None
Mixed-Use Collector	2-3	100-150	None	300-400	None	200
Residential Collector	2	100-150	None	300-400	None	50-100

Table 5.1 Table with Roadway Type, right-of-way allocations, typical section, access guidelines

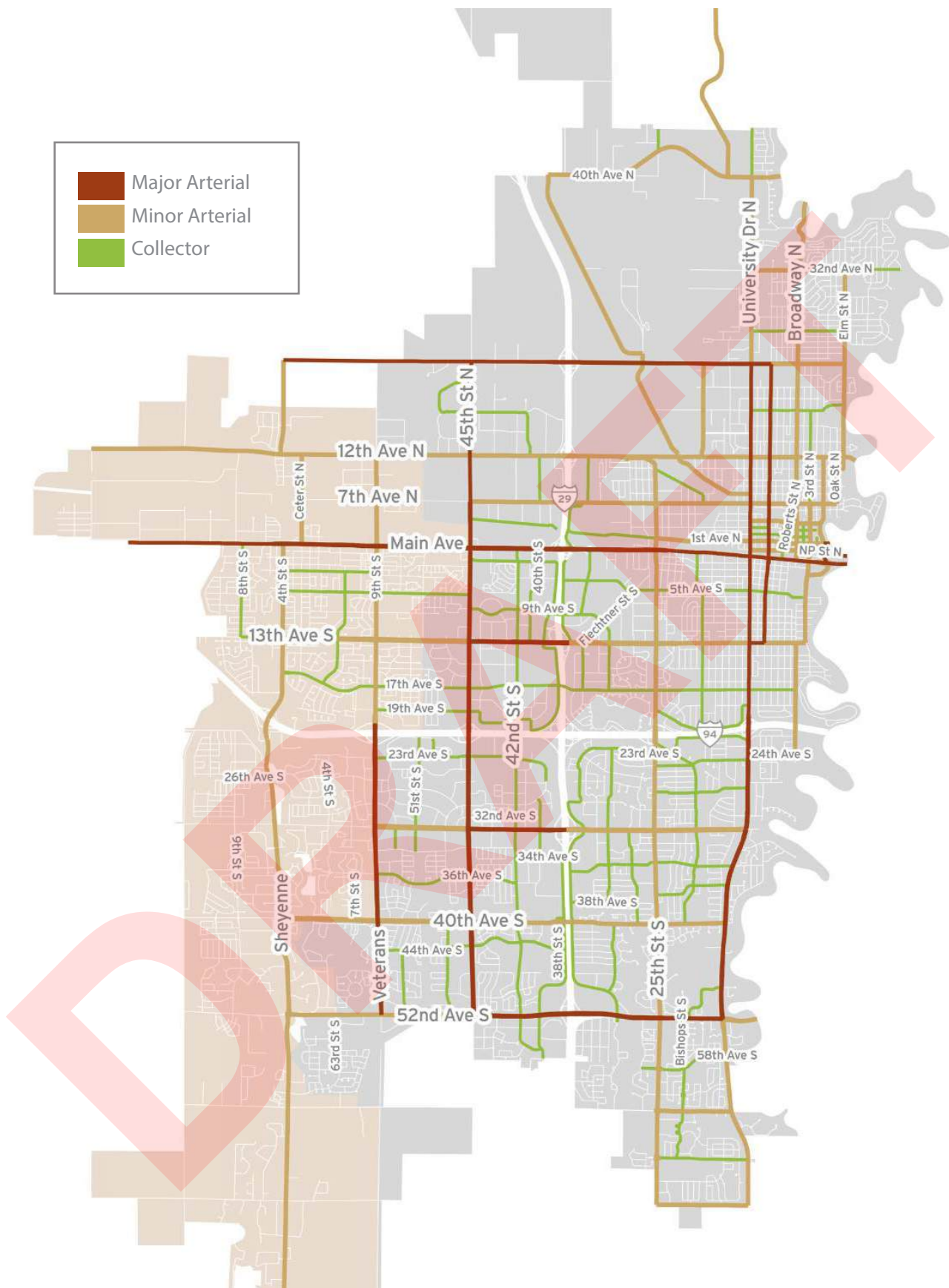


Figure 5.2 Roadway Classification (source: West Fargo Parking and Access Study)

ACCESS MANAGEMENT POLICY FOR ARTERIAL AND COLLECTOR ROADWAYS

The City should establish a clear access management policy to preserve the long-term capacity, safety, and efficiency of major transportation corridors. As the community grows, unmanaged access points and closely spaced intersections can reduce roadway performance, increase congestion, and create safety conflicts. Establishing consistent spacing standards and subdivision requirements will help guide development while protecting the function of arterial and collector roadways in West Fargo (see table 8.1).



CORRIDOR FUNCTION AND ACCESS SPACING

Arterial and collector roadways serve different roles in the transportation system and should be managed accordingly. Arterial roadways are intended to carry higher traffic volumes and provide mobility across the community. Direct access should be limited, with intersections typically spaced approximately $\frac{1}{2}$ mile apart where possible. In areas of higher development intensity, intersection spacing may be reduced to approximately $\frac{1}{4}$ mile, while private driveway access should be minimized and consolidated.

Collector roadways distribute traffic between local streets and arterials. Intersection spacing on collector roads should generally occur at approximately $\frac{1}{4}$ mile intervals, with limited driveway access and coordinated connections between developments. Local streets should connect to collectors rather than directly to arterials whenever feasible.



SUBDIVISION CONNECTIVITY REQUIREMENTS

To operationalize access management policies, the City should update its subdivision ordinance to require subdivision street networks that align with planned collector corridors and support future arterial intersection spacing. New developments should be designed to connect with adjacent properties and planned roadway extensions so that future intersections occur at appropriate intervals rather than being determined by individual development proposals.

Subdivision regulations should also encourage shared access, internal circulation between adjacent developments, and frontage or parallel streets along major corridors. These measures reduce the number of direct access points onto arterial roadways and improve corridor safety and efficiency.

CORRIDOR EVOLUTION AND LANE EXPANSION

Major roadways in developing areas often transition over time as traffic volumes increase. Arterial corridors may initially be constructed as three-lane roadways (two through lanes with a center turn lane) and later expand to four-lane or six-lane divided facilities as demand grows. Access management policies should anticipate these future expansions by reserving adequate right-of-way, limiting direct access points, and ensuring intersection spacing supports higher-capacity roadway designs.



LANDSCAPE BUFFERS AND LAND USE TRANSITIONS

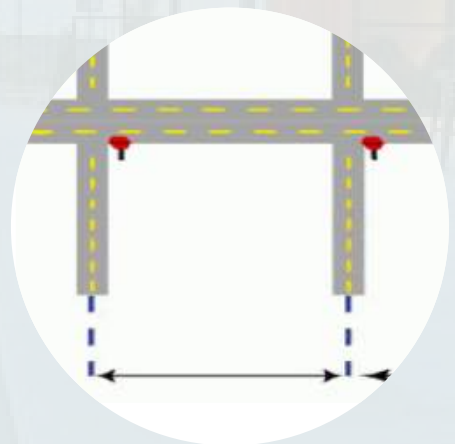
Major corridors frequently serve as boundaries between different land uses. Subdivision and zoning regulations should incorporate landscape buffering requirements along arterial and collector roadways, particularly where residential areas are located adjacent to commercial or industrial uses. These buffers can include landscaped setbacks, berms, fencing, or vegetation to reduce noise, improve visual quality, and create a more compatible transition between land uses.



ORDINANCE IMPLEMENTATION

To implement these policies, the City should consider updating its subdivision ordinance to:

- Establish minimum intersection spacing standards for arterial and collector roadways.
- Require subdivision street layouts that preserve future collector connections and arterial intersection spacing.
- Encourage shared driveways and cross-access between adjacent developments along major corridors.
- Require frontage roads or parallel access streets where appropriate along arterials.
- Reserve adequate right-of-way to accommodate future roadway expansion.
- Include landscape buffering standards along major corridors where incompatible land uses occur.



These updates would provide clearer guidance to developers while ensuring that roadway corridors function safely and efficiently as the community continues to grow.



LOCAL ROADS

Local streets should be designed to create a connected street network that supports efficient movement within neighborhoods and provides logical connections to collector streets. Subdivisions should promote connectivity between adjacent developments, neighborhoods, parks, schools, and other local destinations to improve accessibility and distribute traffic more evenly throughout the street system.

Future subdivision regulations should encourage interconnected street patterns and limit the use of cul-de-sacs where practical. While cul-de-sacs may be appropriate in areas with environmental constraints, irregular site conditions, or other design limitations, they should generally be avoided when they reduce connectivity or create barriers to future street extensions. Where cul-de-sacs are used, opportunities for pedestrian or trail connections should be considered to maintain neighborhood connectivity.

TRAIL NETWORK INTEGRATION

The City should establish clear guidance for how off-street trails are planned and constructed as development occurs. Off-street trails should be located to support the community's planned trail network, with priority given to connections between parks, schools, neighborhoods, commercial areas, and major community destinations. Trails should also be considered along drainage corridors, greenways, and major roadway corridors where they can provide safe and continuous non-motorized travel routes. Ownership and maintenance of trail segments should be consistent, rather than the current situation where a single segment may be on City, Park District, Private, Stormwater, and/or Eased land. For the purposes of maintenance, ensure that dedicated trail corridors are wide enough to accommodate the trail, as well as a minimum of four feet on each side to store snow and allow for reaction zones before entering private property. It is also important that the trail corridors be designed to be plowed or brushed in a logical manner. This means having a place to push snow to and staying away from sharp turns and dead ends. Further study on the design and integration of stormwater, transportation, and park/trail facilities should be conducted by the City of West Fargo and the West Fargo Parks District.

During subdivision and site development review, the City may require developers to construct segments of off-street trails or provide easements when a planned trail corridor crosses or borders the property. Right-of-way or easement dedication for trails may be required when necessary to complete a planned trail connection, provide access between neighborhoods and public destinations, or preserve a corridor identified in the City's trail or park plans. This approach helps ensure that the trail network is built incrementally as development occurs while maintaining connectivity across the community.

RIGHT-OF-WAY DEDICATION

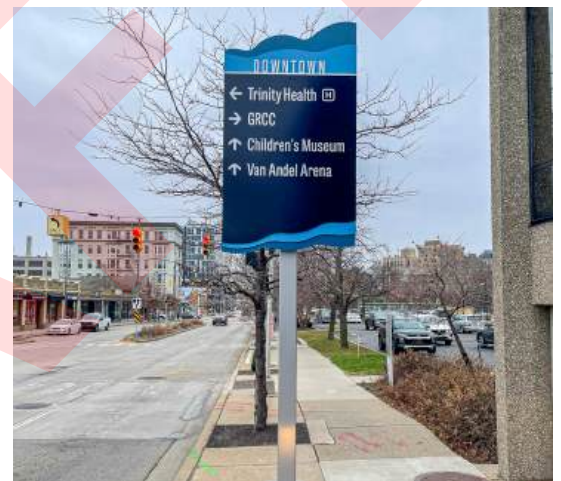
Right-of-way (ROW) dedication is the process of setting aside land for public streets during the subdivision and platting process. Under North Dakota Century Code Chapter 40-48, cities may require developers to dedicate land for streets when property is subdivided to ensure adequate space for current and future transportation needs.

Major roadways, such as arterials, are usually identified in advance and their locations are more clearly defined, often aligned with section lines. However, some future arterial streets will not follow traditional section line street alignments, such as the “Spine Road” in the SW 94 area. These locations are generally shown on the streets master plan, but the City of West Fargo will need to establish exact locations for these roads at some point in the future. Collector streets may be identified more generally and can be adjusted during the development process to better fit the design of individual projects and site conditions.

Collector streets should be located to provide efficient connections between local streets and arterial roadways while supporting a well-connected street network. Their alignment should consider surrounding land uses, site conditions, and future development patterns to ensure safe traffic flow and appropriate access. Collector roads should also be designed to accommodate multimodal travel, provide adequate sight distance and intersection spacing, and ensure sufficient right-of-way for roadway, utilities, drainage, and pedestrian facilities.



Pedestrian Facilities



Wayfinding for vehicles and Pedestrians



Multi-modal Design Example for Collector Streets

STREET MAINTENANCE

The responsibility of preserving and maintaining the transportation network will be primarily assigned to the City's Public Works Department. As new streets are built, existing roadways are improved, and county roadways are transferred to city jurisdiction, the resources needed for this effort will continue to increase.

The City Engineer is charged with developing a Routine Street Maintenance Plan according to city ordinance, and should coordinate this effort with Public Works. This plan should outline the scope, schedule, and budget for routine and periodic work.

Routine and periodic work is often referred to as preventive maintenance. It is a proactive strategy for extending the life of the roadway by applying cost-effective treatments before significant damage occurs. Routine maintenance includes work types that should be anticipated, budgeted, and scheduled on a recurring (weekly, monthly, or annual) basis. Periodic repairs are more intense and less frequent repairs, which should be planned several years in advance. Periodic repairs may be required every 5-15 years, depending on the repair type. Emergency repairs required by unscheduled events, such as water main breaks, should also be anticipated and budgeted within the plan.

MAINTENANCE:

- Pavement marking and signing replacements
- Street sweeping and drain clearing
- Street light and traffic signal repairs
- Streetscape maintenance & weed control

NEW/RECONSTRUCT:

- Asphalt resurfacing, mill & overlay
- Concrete pavement repairs
- Bridge repairs
- Sidewalk/path improvements
- Major sign replacements and traffic signal upgrades
- New construction/roadway expansion

EMERGENCY REPAIRS:

- Water main breaks
- Pavement blow-ups or sinkholes
- Accident repairs
- Street light and traffic signal malfunction

The maintenance plan should consider short-range and long-range planning efforts. The short-range plan should identify routine maintenance activities, periodic repairs needed within the next 5 years, and the anticipated budget for emergency repairs.

Long-range planning should be included to identify periodic repairs that will be required within the next 5-20 years. Annual updates will be needed to reflect changes in projects, budget, or schedule, and new routes should be added to the plan. Additionally, an annual collection and review of data should be conducted to analyze changes in pavement condition, budget vs. spending, etc. This will promote a data-driven process to update and implement the plan.

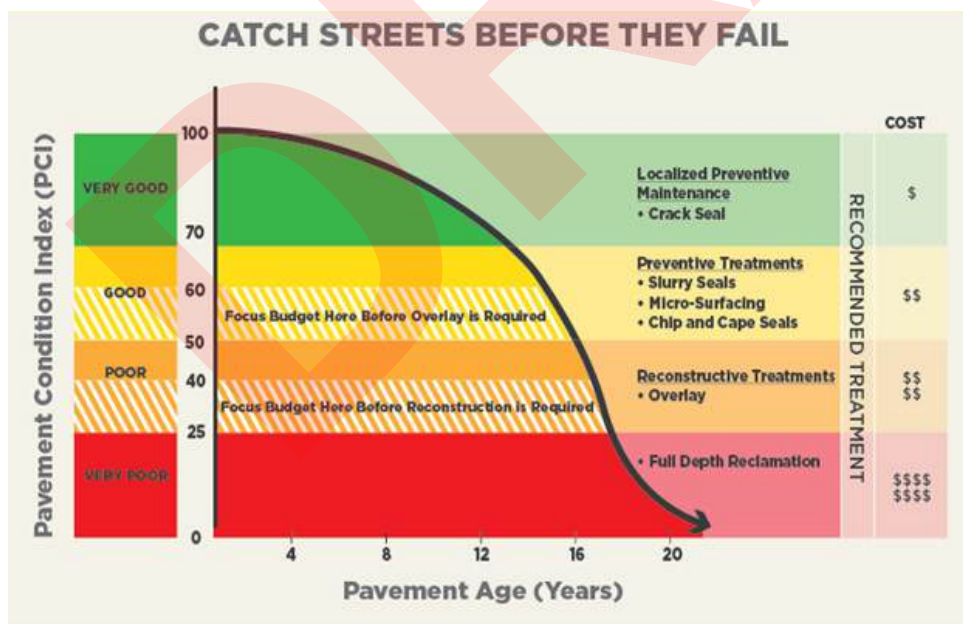


Figure 5.3 Pavement Preservation Illustration (credit:elkgrove.gov)

UTILITIES & INFRASTRUCTURE

SANITARY SEWER

Sanitary sewer services will be provided by the extension of the force main and lift station network with an ultimate connection to the city of Fargo. Development east of the Sheyenne River can connect directly to the City of Fargo, the lagoon properties and areas in the northwest will need to connect through SA-40 with equalization ponds to divide capacity in the short-term. Ultimately, the city will implement a network of lift stations at roughly ½ mile intervals. Sanitary sewer will extend west along 12th Ave, head south along the Sheyenne Diversion, and ultimately service the SW 94 area (see figure 6.1).

Sanitary sewer service will be provided to all growth areas via the construction of new lift stations, gravity sewers, and force mains that will connect to the existing City sanitary system with an ultimate connection to the City of Fargo. The City is currently transitioning from utilizing stabilization ponds to pumping all wastewater to the City of Fargo for treatment. The existing master lift station, SA-40, and several other portions of sanitary infrastructure are already at capacity, thus, infrastructure projects will need to be completed to expand capacity at existing facilities and in order connect the new developments to the wastewater collection system. Development east of the Sheyenne River

can connect directly to the City of Fargo and the property encompassing the existing lagoons and northwest growth areas will connect through SA-40 utilizing equalization ponds to divide capacity in the short-term. Approximately 30 to 40 acres of the existing stabilization ponds will remain as equalization basins to accommodate peak flows from new and existing developments before being pumped to Fargo.

Ultimately, the City will implement a network of lift stations at roughly ½ mile intervals to service future growth areas. Sanitary sewer will extend west along 12th Avenue, head south along the West Fargo Diversion, and ultimately service the Southwest 94 area. The City of Mapleton is constructing a 14-inch force main to convey existing and future wastewater flows to the City, with the project being completed in 2027. A portion of the force main overlaps with the growth areas and could provide service to areas that have the potential to develop soon. To convey both Mapleton and West Fargo wastewater flows, the force main size will need to be increased to a 24-inch diameter pipe. The upsizing of this shared force main would be the first step of many infrastructure upgrades allowing for growth area development in West Fargo.

WATER SERVICE

Water service will be provided by Cass Rural Water Users District and coordination will be needed with them to provide water service to the development areas as they occur. There are no concerns from Cass Rural Water about supplying water to the growth area, but more refined planning will be needed to water infrastructure planning to ensure adequate storage and flows for intended uses.

Currently, the City of West Fargo has numerous agreements in place with Cass Rural Water for existing development within both jurisdictions.

Additionally, the most recent Water Purchase Agreement notes that “The Parties agree and acknowledge that they will enter into future Water Service Cooperation Agreements for new developments located within the City’s municipal or extraterritorial boundaries but also within the District’s service area boundaries.”

As it relates to the “City Water Service Area Plan” described in North Dakota Century Code § 61-35-26.2, the City’s existing Water Purchase Agreement may check many of the necessary boxes for future planning and cooperation between the City and Cass Rural Water.

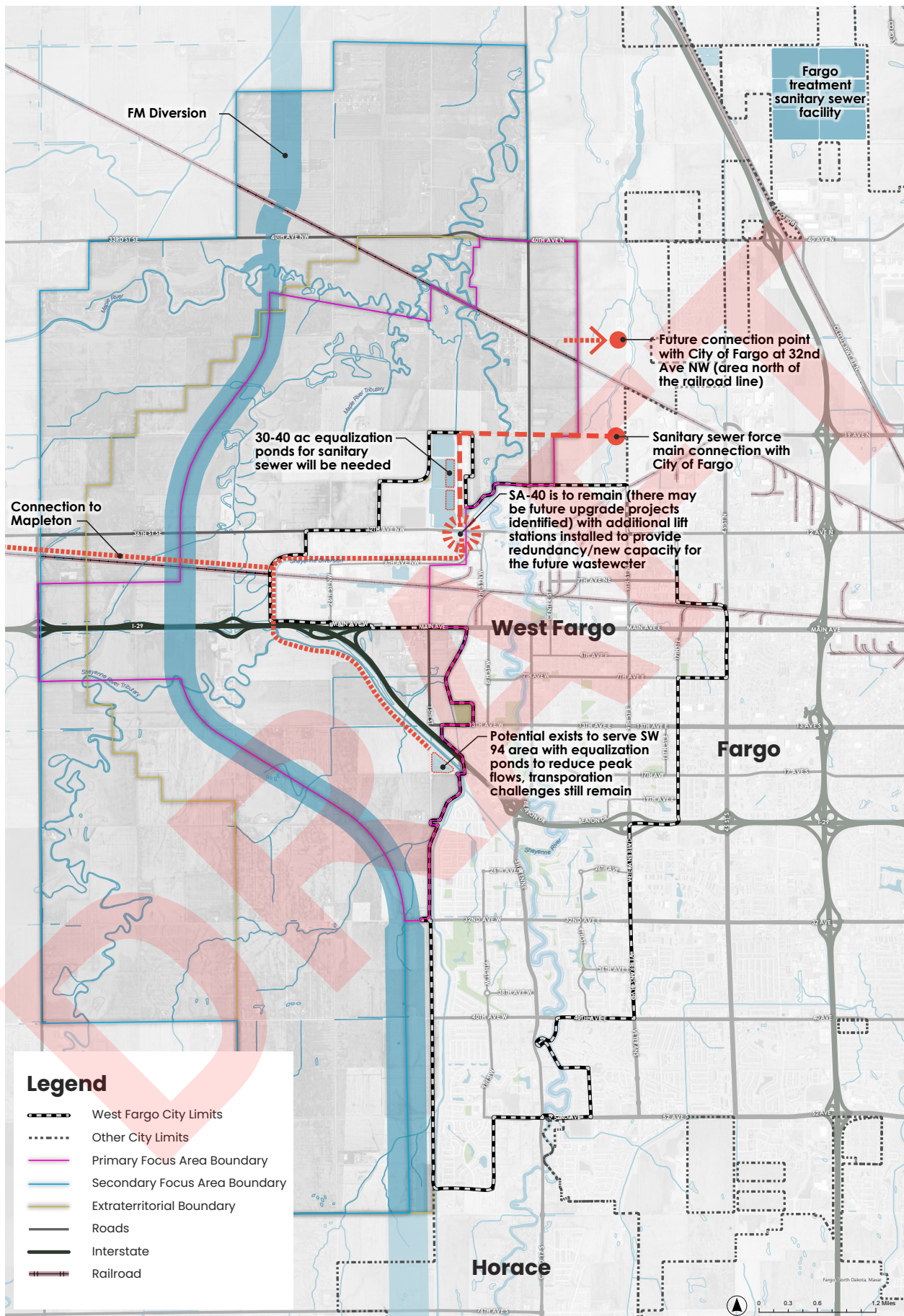


Figure 6.1 Sanitary Sewer and Water Issues and Opportunities



COMMUNITY SERVICES

As West Fargo plans for approximately 8,000+ acres of new residential, commercial, and industrial development over the next 25+ years, expansion of municipal services must be coordinated with land use, infrastructure, and fiscal planning. Public safety, public works, sanitation, and administrative capacity will need to be scaled strategically to ensure that service quality keeps pace with geographic growth and the increased population.

This growth will not simply add demand, it will also extend response time distances, expand infrastructure networks, increase regulatory complexity, and require new operational facilities. Proactive planning is essential to maintain service standards, critical response times, and fiscal sustainability.



FIRE AND EMERGENCY SERVICES

Geographic expansion north will increase response travel times from existing stations, especially due to the limited number of crossings of the rail line and Sheyenne Diversion. To maintain best-practice response time benchmarks, the City should evaluate the long-term need for an additional fire station strategically located to serve the industrial development along 12th Ave NW and the residential growth areas initially planned along the CR 17 corridor. Currently, the fire department is planning for a station on the Highway 10 corridor that will provide faster response time coverage to areas west of the Sheyenne River between Highway 10 and I-94, and with planned infrastructure projects such as the upgrade to 9th St. SE and the 26th St NW connection over the Sheyenne Diversion to 12th Ave NW, early phases of development should be adequately served for fire response. However, future growth in the northwest portion of the growth area may require additional facilities, such as the potential fire safety facility identified at the city-owned lagoon property.

Industrial expansion may also increase demand for specialized response capabilities, including hazardous materials preparedness and large-structure fire suppression capacity. Over time, this may necessitate additional apparatus, training investments, and staffing adjustments. Phased capital planning and facility studies should identify when service demand thresholds trigger the need for land acquisition, facility construction, and personnel expansion.



POLICE AND PUBLIC SAFETY

As residential growth expands along the CR 17 corridor and industrial activity increases in northwest along the 12th Ave NW, the West Fargo Police Department will face broader patrol areas, higher traffic volumes, and increased service calls. Maintaining response times and community policing standards will likely require incremental staffing increases aligned with the population growth.

Industrial development may also introduce additional traffic enforcement, commercial security coordination, and regulatory oversight needs. Technology investments such as communication systems and data infrastructure along with upgrades to the vehicle fleet should be programmed alongside personnel growth. Long-term facility capacity at the existing public safety building should also be evaluated to determine whether expansion or satellite facilities may be needed before 2040.

PUBLIC WORKS

Perhaps one of the most significant operational impacts of 8,000+ acres of growth will fall on Public Works as the growth of the city will extend water and sanitary sewer networks, stormwater infrastructure, streets, street lighting, and stretch the overall area for snow removal. With the harsh winters in West Fargo, snow and ice removal will require even more time and attention. Fleet size, storage facilities, salt/sand capacity, and staffing levels must increase proportionally with street mileage.

While the current public works facility is centrally located to the growth area, the city should continue to evaluate the long-term needs for an expanded or additional Public Works facility to reduce travel time and improve operational efficiency.



SANITATION AND SOLID WASTE SERVICES

Residential growth will directly increase solid waste collection volumes, while industrial expansion may introduce new waste streams. Route efficiency should be reevaluated periodically as the service area expands to maintain operational cost control. Fleet replacement planning should anticipate additional collection vehicles and potential expansion of maintenance space. If the City continues to provide sanitation services directly, staffing and equipment needs must be integrated into long-range financial modeling.



ADMINISTRATIVE AND SUPPORT SERVICES

Population and business growth will increase demand across all administrative functions including planning and zoning review, building inspections, engineering services, finance and utility billing, human resources, information technology, and legal services.

Development review workload will rise significantly during peak build-out years. Maintaining predictable permitting timelines will require staffing adjustments or streamlining processes. Investment in digital permitting systems, GIS integration, and workflow automation can help offset staffing pressure while improving customer service.

Over the next 25-year growth horizon, the City should periodically assess whether current administrative facilities can accommodate staff growth or whether phased expansion will be required.



PHASING AND FISCAL SUSTAINABILITY

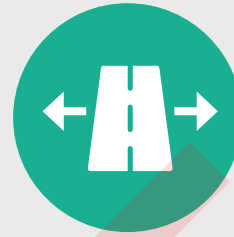
Service expansion should be aligned with measurable growth triggers such as:



Population
Thresholds



Building Permit
Volumes



Lane-mile
Expansion



Utility Customer
Counts



Emergency
Response Time
Metrics

A phased approach tied to the Capital Improvement Program will allow the City to anticipate when new facilities, fleet investments, or staffing increases are necessary. Where appropriate, development impact fees, special assessments, and cost-sharing mechanisms should be evaluated to ensure growth contributes proportionally to service expansion costs. Long-term financial modeling should incorporate both capital construction and recurring operational expenditures.

ON-GOING STRATEGIC CONSIDERATIONS

Over the next 25 years, West Fargo's service model must transition from serving a compact community primarily south of Main Avenue, to supporting a larger geographic footprint with more complex land uses. Industrial recruitment, residential expansion, and infrastructure investment must be coordinated with service capacity planning to avoid response degradation or operational strain.

By proactively identifying facility needs, staffing trajectories, fleet expansion, and administrative capacity requirements, the West Fargo can preserve service levels, maintain fiscal stability, and ensure that growth strengthens municipal operations.

Municipal service planning is not separate from land use planning; it is an essential component of responsible expansion. Thoughtful phasing and early capital forecasting will position West Fargo to maintain high service standards while accommodating continued growth through 2050 and beyond.

STORMWATER TREATMENT

Stormwater management within the growth area should prioritize a regional approach. Larger, strategically located detention basins can serve multiple developments, providing centralized stormwater treatment and storage. This approach increases development flexibility by reducing the need for each project to construct its own basin while also simplifying long-term operations and maintenance by limiting the number of smaller facilities the City must manage.

To support this strategy, the City should undertake a more detailed hydraulic and hydrologic analysis of sub-areas within the growth area. This analysis should evaluate proposed land uses, drainage patterns, and topographic conditions to determine the most efficient stormwater treatment approach. Given the area's minimal topographic relief, clay soils with limited infiltration capacity, and seasonal snowmelt conditions, stormwater infrastructure must preserve natural overland flow paths while incorporating larger regional storage areas.

As part of this planning effort, coordination with the West Fargo Parks District will be important to identify opportunities to integrate stormwater infrastructure with recreational amenities. Regional detention basins can support an expanded open space network by incorporating trail systems and park connections while also providing visual and environmental amenities for adjacent neighborhoods.

At a conceptual level, Figure 6.2 identifies several potential locations for regional stormwater basins based on available LIDAR topography and existing drainage channels. In many cases, these facilities could create enhanced open space features that increase the value of adjacent residential development while contributing to a connected system of parks and trails.

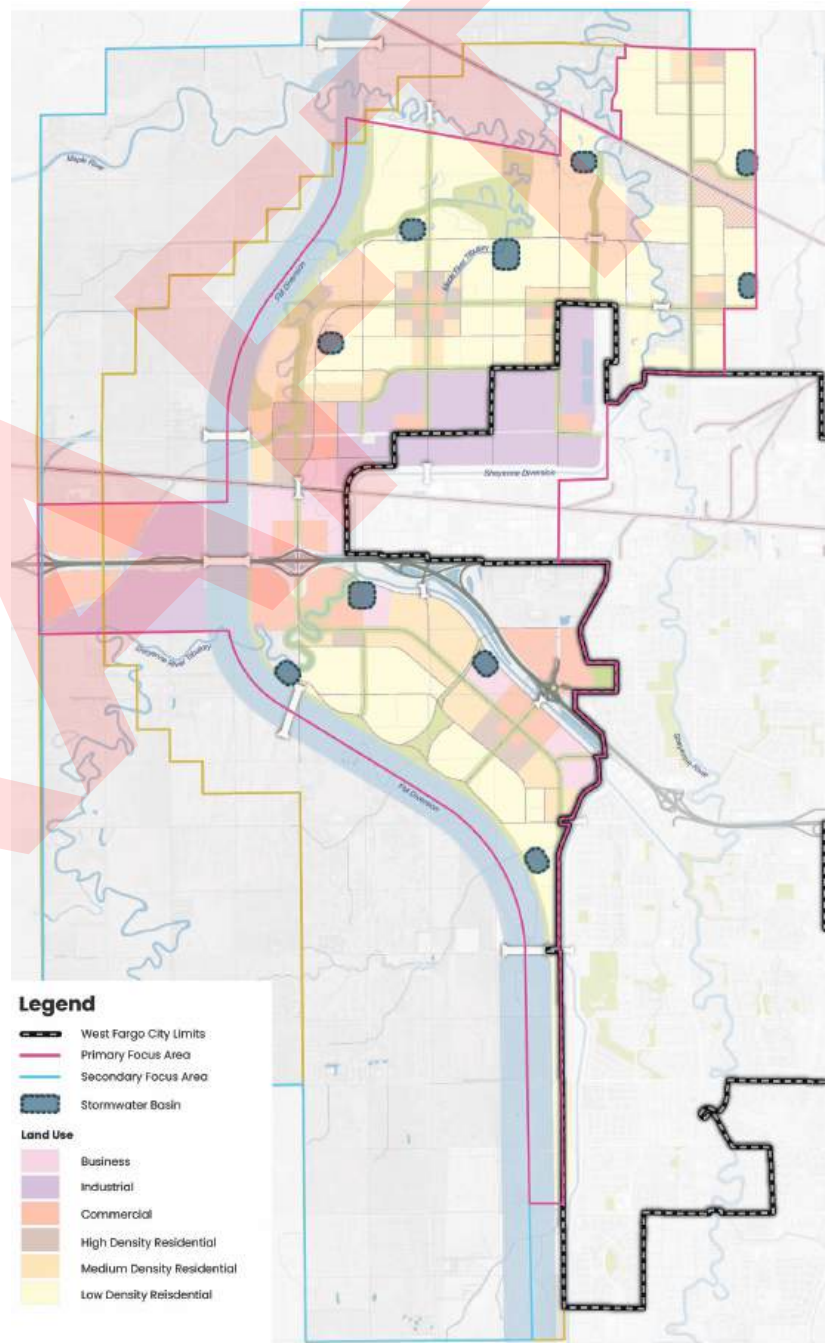


Figure 6.2 Potential Regional Stormwater Basins

PRECEDENT IMAGES:



The conceptual basin locations generally occur near the Maple River Tributary in the northwest portion of the study area and the Sheyenne Diversion in the southwest. Because these channels are significantly lower than the surrounding terrain, they offer efficient outlets for treated stormwater flows. This topographic relationship allows stormwater to be conveyed with minimal reliance on lift stations or force mains, reducing both construction and long-term maintenance costs associated with mechanical infrastructure.



Additional sub-regional basin opportunities are also identified near the County Road 17 near-term development area. These locations reflect existing drainage patterns, roadway and rail barriers, and municipal boundary considerations that influence feasible stormwater conveyance routes.



Planning stormwater infrastructure ahead of development will allow the City to establish a coordinated system rather than responding to individual subdivision proposals. Prior to annexation or rezoning, the City should conduct basin-level hydrologic modeling to identify regional detention footprints, define overland conveyance routes, and determine where easements or land acquisition may be necessary.



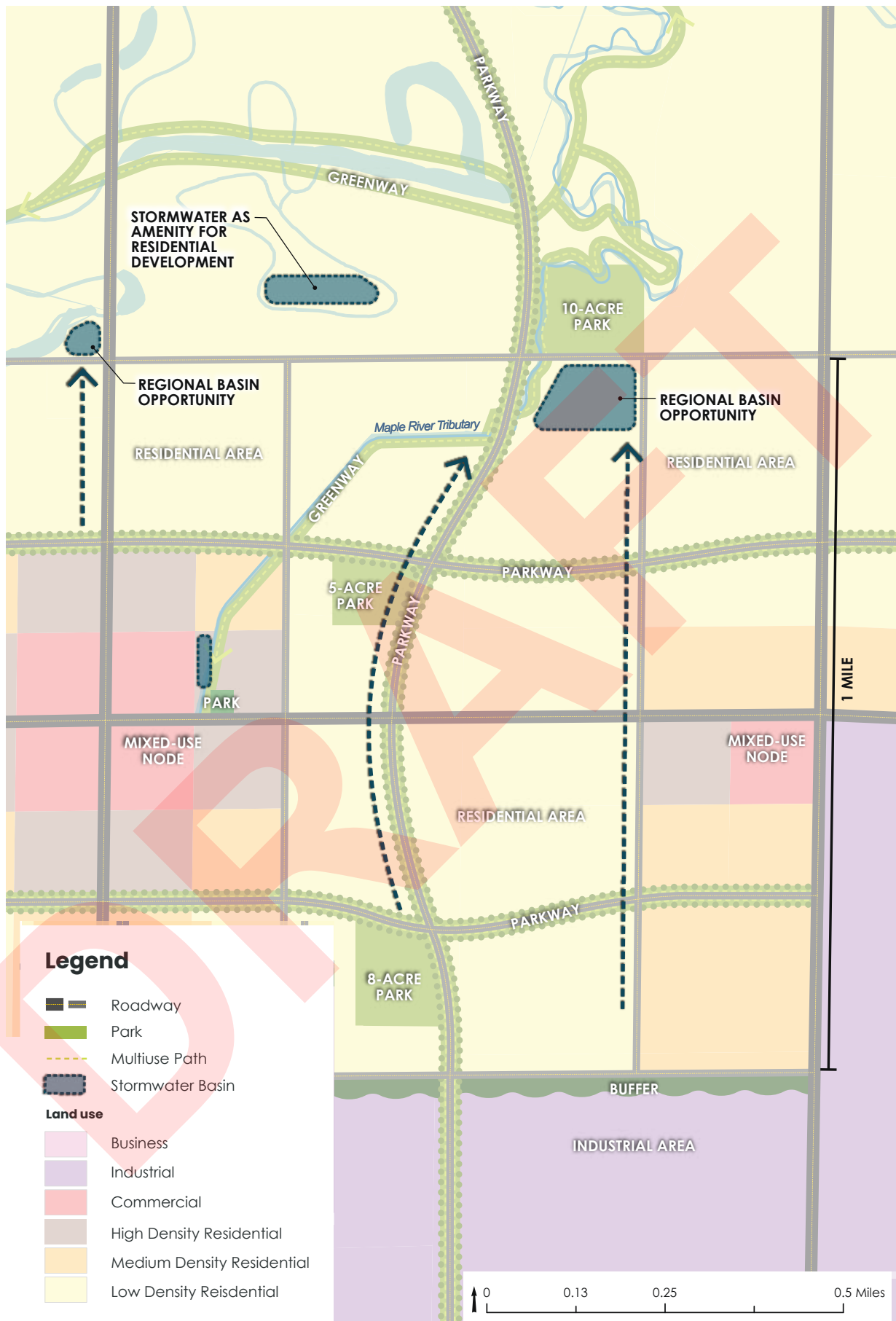


Figure 6.3 Integrated Open Space Network with Stormwater Treatment

POTENTIAL FUNDING STRATEGIES

Regional detention basins, trunk conveyance corridors, lift stations, and outlet structures represent significant capital investments that benefit entire drainage basins rather than individual properties. One option the City could explore is a basin-based capital recovery fee assessed at the time of platting or building permit issuance.

The fee structure could be calculated based on factors such as:

- Developable acreage within each drainage basin
- Assumed impervious surface coverage at full build-out
- Modeled detention and conveyance capacity requirements
- Land acquisition and construction costs
- Engineering, administrative, and contingency costs

Additional strategies could include land dedication requirements for regional facilities or development credits for projects that construct portions of the planned stormwater infrastructure. Integration with the City's stormwater utility fee and Capital Improvement Program should also be considered to support long-term maintenance and future system upgrades.

A second potential approach is the use of an Equivalent Residential Unit (ERU) model. Under this framework, a standardized runoff value is assigned to a typical residential lot. Fees for non-residential development are then scaled based on impervious surface area, ensuring that properties generating greater runoff contribute proportionally to the infrastructure required to manage it.



FINANCIAL ANALYSIS SUMMARY OF GROWTH SCENARIOS

APPROACH

The purpose of this evaluation is to provide the City of West Fargo with a holistic, data-driven framework for decision making as it considers future growth scenarios. By integrating a range of fiscal, operating, and development factors, the approach aims to illuminate the full spectrum of impacts associated with different patterns of urban expansion. This comprehensive perspective ensures that City leaders have the necessary insights to balance community needs, financial sustainability, and infrastructure investment over the long term.

At the heart of the methodology are several key variables and drivers that shape both the costs and benefits of growth. The first major driver is land use and development forecasting. The model translates the scale and timing of new residential, commercial, and industrial development in Scenario A and Scenario B, into quantified forecasts for impacts on City revenues and expenditures. This forecasting is valuable for understanding how different development patterns will affect the City's fiscal health and service requirements over time.

Revenue generation is modeled through three primary channels. Development permit revenue, assessment revenue, and utility revenue are all tracked to capture the direct financial contributions of new growth. Property tax receipts are calculated based on projected increases in assessed value, reflecting the long-term fiscal benefits of expanding the tax base. Additionally, sales tax revenue is incorporated to account for retail as a subset of commercial activity within new development.

On the cost side, the evaluation carefully accounts for capital and operating expense associated with providing community services to a growing population and larger developed area. Both the City's enterprise fund and general fund costs are allocated using a per capita methodology developed in collaboration with City staff. This ensures that the model accurately reflects incremental costs of serving new residents and businesses, from utilities and sanitation to streets and public works administration. Infrastructure costs are a particular focus, with the model estimating the City's share of amortized, phased capital investments based on development patterns and engineering estimates provided by Apex Engineering. This allows for a realistic assessment of the financial obligations the City will incur as it expands infrastructure to support growth.

For each growth scenario, the model aggregates utility revenues, property and sales tax receipts, and other sources of income. We then project operating costs required to maintain and operate new infrastructure, as well as the capital costs associated with phased buildout. Maintenance costs are also included, capturing the ongoing repair and replacement expenses necessary to sustain infrastructure over time. By integrating these elements, the model provides a year-by-year estimate of the net benefit to the City, informing sequencing and scale of development required to cover both capital and operating costs.

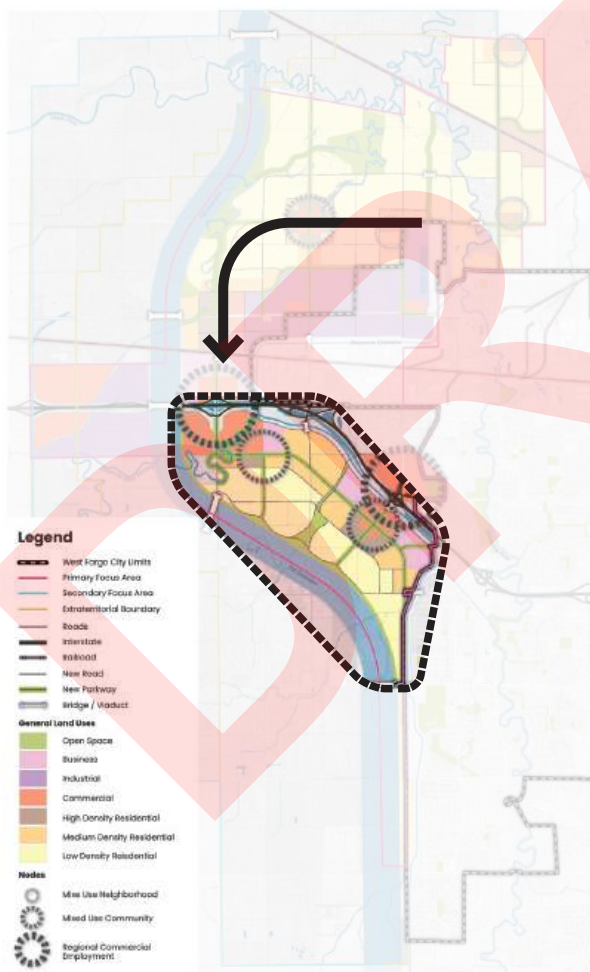
Ultimately, this approach enables the City to evaluate the fiscal viability of different growth scenarios with precision and clarity. By modeling revenues and costs in tandem, and by grounding estimates in real-world engineering and financial data, the methodology supports informed decision making. City leaders can use these insights to plan for sustainable growth, prioritize investments, and ensure that new development contributes to the community's long-term well-being. The result is a transparent, adaptable framework that aligns fiscal planning with the City's strategic goals and operational realities.

SENSITIVITY

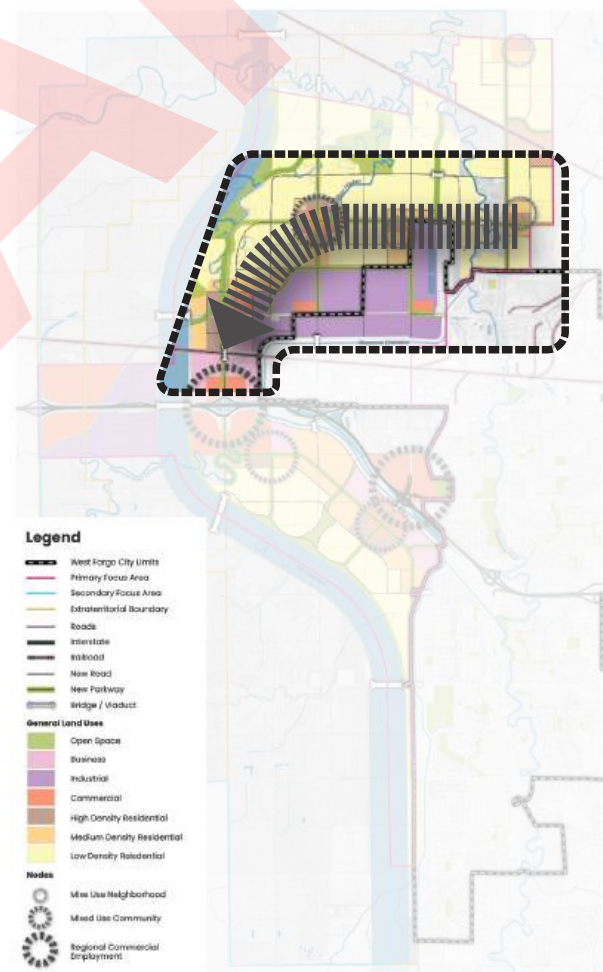
The model is designed to allow for changes in assumptions for 30+ assumptions for each of two land use development scenarios (Scenario A and Scenario B). In addition, the model allows users to change assumptions of how each of these 30+ variables may change, year to year over a period of 25 years. We have included a section below, exploring sensitivity of the fiscal analysis to certain changes in the phasing and quantity of the property development in the City's growth area.

N

RISK



Scenario A - Extend Services to SW-94 for initial phase of development.



Scenario B - Incremental growth starting on the north.

The next phase of growth for the City of West Fargo is closely attached to infrastructure improvements of various kinds. Transportation, water, sewer and sanitary services will be required in the growth area to unlock development potential. In this study process, the City has approached its strategy for development with a close eye on associated infrastructure requirements. In addition, a focus of the project has been to facilitate growth as efficiently as possible through careful sequencing of new infrastructure.

Scenario A and Scenario B each require substantial infrastructure investment on the City's part. In current dollars, if installed today the City estimates that infrastructure required for buildout of Scenario A to total \$250 million, and for Scenario B to be \$150 million. However, the transportation, water, sewer and sanitary elements will be constructed in a sequence to provide for absorption of developable land into the marketplace, and allow the City and community partners to plan and facilitate supportive assets like schools and parks.

Scenario A also front loads the public investment in the anticipation that private development will back-fill and cover the bonding costs. This leaves the City in a much riskier position if rates of development slow or stop. In scenario A, it also means the City is operating with a deficit in this area each year for approximately a decade. In early years, the City will be paying out approximately \$4-\$7 million dollars annually, even after tax/permit/utility revenues, largely driven by debt service to cover the bonding costs of the infrastructure. Based on financial modeling, the City will not be breaking even on a yearly basis until year 10. On a cumulative basis, the City is not "in the black" until year 16.

Because Scenario B minimizes the up-front costs of infrastructure, revenues to the City lead the way ahead of operating and debt service costs. Modeling shows modest positive returns to the City for the first 5 years, growing to over \$4 million in year ten. On a cumulative basis, the net to the City is anticipated around \$18 million after the first decade.

Scenario A

BENEFIT/COST ASSESSMENT		1	2	3	4	5	6	7	8	9	10
	25-Year Totals										
Estimated Permit, Utility and Tax Revenue to City - All Uses	961,713,496	1,221,713	2,027,961	2,851,062	3,691,481	4,549,699	8,363,802	11,333,775	14,375,525	17,491,133	20,682,741
Estimated Utility Operating Costs to City Based on Population Growth	400,600,868	349,821	699,642	1,049,463	1,399,284	1,749,105	3,204,212	4,659,318	6,114,425	7,569,531	9,024,638
Capital Costs (Principal and Interest) Payable	193,774,423	5,736,537	5,736,537	5,736,537	5,736,537	5,736,537	6,971,577	6,971,577	6,971,577	6,971,577	6,971,577
Maintenance Liability	134,625,911	2,163,000	2,163,000	2,163,000	2,163,000	2,163,000	3,757,060	3,757,060	3,757,060	3,757,060	3,757,060
Net	232,712,295	(7,027,645)	(6,571,218)	(6,097,938)	(5,607,340)	(5,098,943)	(5,569,046)	(4,054,180)	(2,467,536)	(807,035)	929,467
	Cumulative	(7,027,645)	(13,598,863)	(19,696,801)	(25,304,140)	(30,403,083)	(35,972,130)	(40,026,310)	(42,493,846)	(43,300,881)	(42,371,414)

Scenario B

	25-Year Totals										
Estimated Permit, Utility and Tax Revenue to City - All Uses	889,892,998	861,553	1,456,965	2,078,137	2,711,536	3,372,367	5,772,658	7,736,651	9,734,637	11,834,508	13,971,067
Estimated Utility Operating Costs to City Based on Population Growth	397,146,075	363,467	726,933	1,099,083	1,471,233	1,852,067	3,052,871	4,288,409	5,523,947	6,794,219	8,064,491
Capital Costs (Principal and Interest) Payable	148,439,458	-	-	-	-	-	332,511	332,511	332,511	332,511	332,511
Maintenance Liability	83,625,570	-	-	-	-	-	1,253,755	1,253,755	1,253,755	1,253,755	1,253,755
Net	260,681,895	498,087	730,032	979,054	1,240,303	1,520,301	1,133,521	1,861,976	2,624,425	3,454,024	4,320,311
	Cumulative	498,087	1,228,118	2,207,172	3,447,476	4,967,776	6,101,298	7,963,274	10,587,699	14,041,722	18,362,034

Figure 7.1 Benefit/Cost Assessment with 10 year cash-flow issues identified. If development occurs at a slower pace than anticipated, the differences become even more pronounced and challenging for Scenario A.

Even with slower rates of development in Scenario B than Scenario A, the cumulative difference between the two scenarios show Scenario B as \$60 million better than Scenario A after the first decade. This is before considering that development rates may be slower than anticipated. Stress testing shows that if development is reduced, the financial impacts on the City are even more pronounced in Scenario A, while Scenario B keeps the City at a neutral or positive net position, annually and cumulatively through the first decade.



Of the model's estimates, based on past provision of federal highway programs, the federal government could fund 90% (an estimated \$81 million in current dollars) of the 13th Avenue interchange project included in each scenario. This specific improvement is contemplated to occur earlier in Scenario A, in approximately 15 years, representing a key to unlocking development potential south of I-94 and east of the Cheyenne diversion. If in the future, federal highway funding programs do not maintain the 90/10 split provided to states and local units of government in the past, Scenario A presents a substantial risk to the City's fiscal health and future development.

Scenario B also contemplates construction of the 13th Avenue interchange, but in approximately 25 years, and following infrastructure and planned growth to take place north of I-94. As a result, less of Scenario B as a whole is contingent on the development of the interchange, and on federal funding to deliver it.

IMPORTANT CONTEXT

The fiscal model has been developed alongside two contextual elements for City decision making. The first is that City staff estimates the value of current reconstruction needs in the already-developed portion of the City, to be \$500 million. The fiscal model indicates that based on the array of key assumptions for the growth area, that the net benefit over 25 years could extend to the range of \$240 million to \$315 million. The City is prioritizing a development plan that generates revenue for the purpose of meeting these accumulating capital needs for the already-developed area, but under the growth assumptions used by the consultant team, the net benefit over 25 years will not fully provide for the current reconstruction need.

Second, the consultant team has outlined how flood mitigation investments are moving the flood plain boundary across Cass County with the outcome of substantial increase in the quantity of developable land. While in recent decades, West Fargo comprised a significant proportion (and thereby competitive advantage) of land located outside of floodplain areas, the Fargo-Moorhead Area Diversion will dilute this advantage to some degree for the City. After the anticipated adoption of new floodplain boundaries in 2029 or 2030, the market for land and real estate in the region will be more competitive for players in West Fargo than it has been in the past due to increased viable land supply.

METHODOLOGY

DEVELOPMENT MODELING

Both Scenario A and Scenario B are built on a robust, multi-layered methodology designed to simulate the physical and fiscal outcomes of urban growth over a 25 year period. The foundation of the model is a land development outline prepared by the consultant team, which specifies annual increments for single-family housing, multifamily housing, commercial, and industrial land uses. For each category, the model incorporates user-input variables such as the number of

units constructed, average square footage per unit, average lot size, and median property values, all based on local market data. These variables are not only tracked annually but also aggregated to provide 25-year totals, enabling a long-term perspective on growth.

The methodology extends beyond simple unit counts by calculating derived metrics that reflect the spatial and economic footprint of development. For example, the model computes the total square footage constructed each year, the land area developed (in both square feet and acres), and the cumulative market value added by new construction. These calculations are performed for each land use type, allowing for granular analysis of how different development patterns affect the city's physical landscape and tax base.

FISCAL ANALYSIS

A central feature of the methodology is an integrated approach to fiscal analysis. Both scenarios estimate city revenues from multiple sources, including property taxes, utility fees, hook up fees, permit fees, and sales taxes. The property tax calculations are based on a standardized city mill rate, applied to the assessed value of new development. Utility revenues are projected using per-unit or per-square-foot rates, which are adjusted annually to account for inflation and changes in service demand. Hook up fees have been incorporated on a per acre basis, using current rates as a starting point and increasing annually. Permit and sales tax revenues are similarly modeled using historical data and projected growth rates.

On the expenditure side, the methodology details infrastructure capital costs associated with major projects such as lift stations, interchanges, and railroad crossings. Each project's cost is amortized over a 20-year period, reflecting typical municipal financing practices. The model also accounts for ongoing maintenance liabilities and utility operating costs, which are linked to population growth and the expansion of service areas. These costs are projected annually and cumulatively, providing a comprehensive view of the city's financial obligations over time.

To ensure fiscal realism, the model incorporates present value calculations for both revenues

and costs, using a discount rate that reflects the cost of borrowing based on the city's current bond rating. This allows for accurate comparison of long-term fiscal impacts, recognizing the time value of money.

POPULATION AND SERVICE DEMAND PROJECTIONS

Population growth is a key driver in both scenarios, and the methodology models this by linking housing production to estimated household sizes for single-family and multifamily units. Cumulative population growth is calculated annually, and these figures are used to project utility costs and general fund expenditures using a per capita method. Enterprise fund accounts (including sanitation, sewer, water, vector control, and forestry) are modeled with per capita costs that scale with population, while general fund accounts (streets, street lights, right of way, public works administration, fleet and facility) are similarly projected.

This approach ensures that the model captures the dynamic relationship between development, population growth, and service demand. As new housing units are constructed and occupied, the city's costs for utilities, maintenance, and public services increase, and these are balanced against the revenues generated by new development.

BENEFIT/COST ASSESSMENT AND SCENARIO COMPARISON

The methodology culminates in a benefit/cost assessment, which compares total estimated city revenues to infrastructure and operating costs for each scenario. Net fiscal impact is calculated for a 25 year horizon, providing clear metrics for decision-makers. Both scenarios use identical formulas and assumptions for these calculations, ensuring parity for comparison.

The model has allowed the consultant team to adjust inputs, test alternative scenarios, and gauge sensitivity of outcomes to changes in development patterns or financial parameters. The shared methodology supports evidence-based planning, enabling city leaders to evaluate the trade-offs between different growth strategies and make informed choices about future investments.



SUMMARY

The methodology used in both Scenario A and Scenario B is a comprehensive, data-driven framework that integrates development modeling, fiscal analysis, population projections, and benefit/cost assessment. By applying consistent assumptions and formulas across both scenarios, the model provides a reliable basis for comparing alternative growth strategies and understanding their long-term impacts on city finances and infrastructure.

OUTCOMES OVERVIEW: 25 YEAR TERM

ELEMENT	SCENARIO A	SCENARIO B
DEVELOPMENT PROGRAM		
SINGLE FAMILY UNITS	11,140	11,300
MULTI-FAMILY UNITS	4,225	5,485
COMMERCIAL SQUARE FEET	7,300,000	6,830,000
INDUSTRIAL SQUARE FEET	7,100,000	8,180,000
ESTIMATED PERMIT, UTILITY, AND TAX REVENUES FROM THE CITY	\$961,710,000	\$889,900,000
ESTIMATED UTILITY OPERATING COSTS TO THE CITY	\$400,600,000	\$397,000,000
AMORTIZED CAPITAL COSTS PAYABLE, YEARS 1-25	\$193,774,000	\$148,439,000
MAINTENANCE LIABILITY	\$134,626,000	\$83,625,000
NET	\$232,710,000	\$260,836,000
PRESENT VALUE OF NET BENEFIT	\$69,527,000	\$105,287,000

Table 7.1 25 Year Term Outcomes Table - Over 25 years, Scenario B performs better than Scenario A, and with less risk and fewer cash flow challenges in the first decade as discussed in previous pages.

POLICY CONSIDERATIONS AND STRATEGIC RECOMMENDATIONS

To support infrastructure delivery while maintaining development competitiveness, the City should evaluate and clarify its overall approach to exactions and related funding tools. A clear, defensible framework provides predictability for developers while ensuring growth contributes proportionately to public infrastructure needs.

The growth area plan offers the following considerations for the city:

LAND DEDICATION

The City of West Fargo and the west Fargo Parks District should continue to require the developer to dedicate or deed land for stormwater ponds and park land, just as they provide land for the necessary street right-of-way.

FEE-IN-LIEU OF LAND DEDICATION

The City should consider formalizing policy guidance governing the use of fee-in-lieu contributions. Currently, the scope and geographic application of these funds are not well defined. While maintaining flexibility can be beneficial, establishing baseline policy direction would:

- Provide greater predictability and transparency for developers
- Clarify eligible expenditures (e.g., parks, open space, trails, regional infrastructure)
- Define geographic applicability (on-site, adjacent, or broader service-area improvements)
- Ensure alignment with adopted comprehensive plans and capital improvement programs

Maintaining some administrative discretion may remain appropriate; however, clearer standards reduce ambiguity and strengthen legal defensibility.

IMPACT FEES, HOOK-UP FEES & ALTERNATIVE FUNDING TOOLS

The City should evaluate the feasibility of implementing or refining development-related fees to equitably allocate growth-related infrastructure costs.

- **Impact Fees:** Assess whether roadway, utility, park, or public safety impact fees are appropriate to offset capital improvements attributable to new development. Any such program should be supported by a legally defensible nexus study demonstrating proportionality and structured to remain regionally competitive.
- **Utility Hook-Up / Capacity Fees:** Review water, sewer, and stormwater connection fees to ensure they accurately reflect system expansion costs while remaining predictable and transparent for developers.
- **Special Assessments or Improvement Districts:** Consider geographically targeted districts to finance localized infrastructure improvements that directly benefit specific properties.

COST-SHARING OR PUBLIC-PRIVATE PARTNERSHIPS:

For catalytic, large-scale, or strategically significant projects, negotiate development agreements that balance public infrastructure participation with private investment.

Establishing a clear, transparent, and consistently applied framework for exactions and infrastructure funding will ensure that public facilities keep pace with growth, while preserving the City's attractiveness as a competitive, development-ready community with a commitment to financial sustainability.





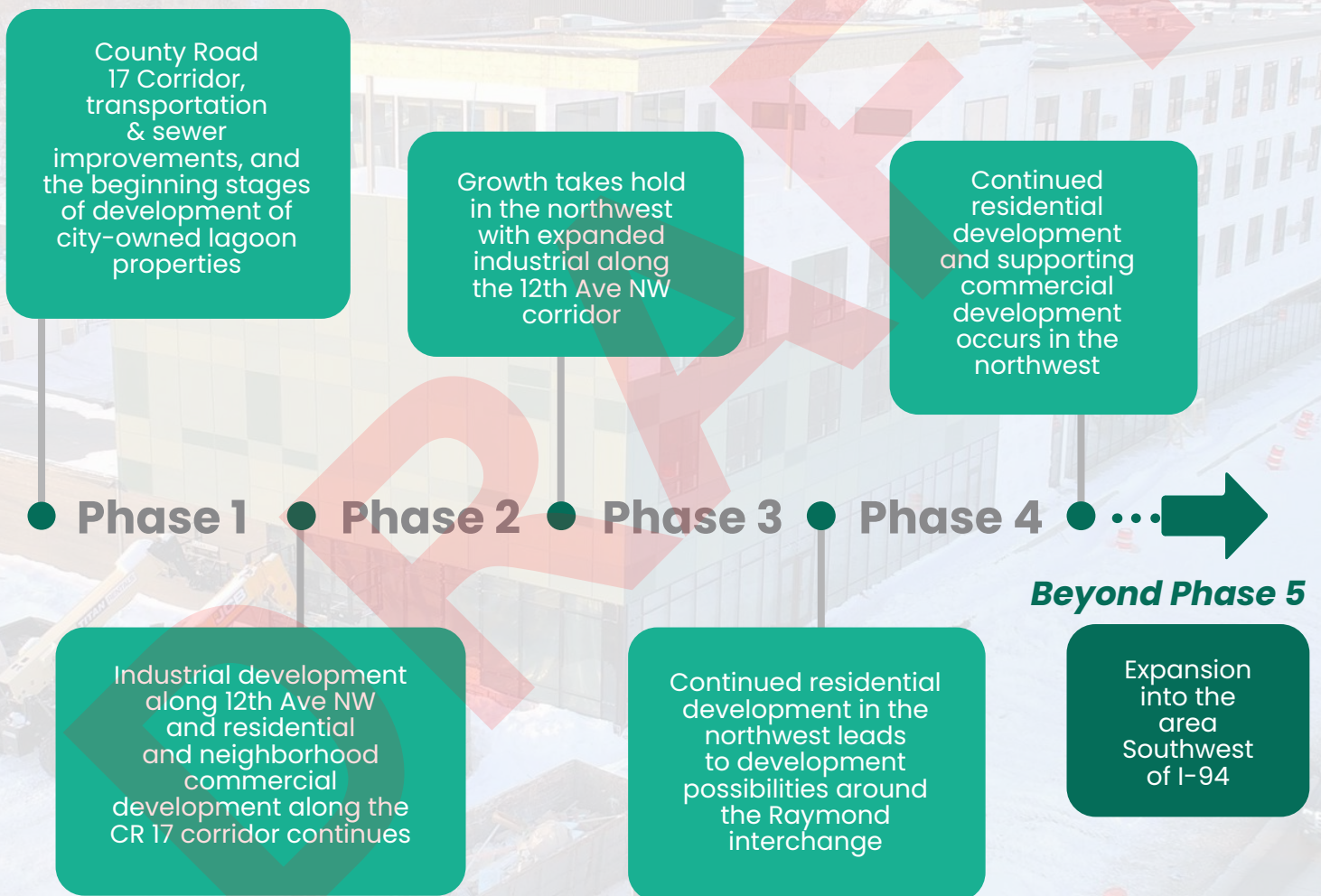
PHASING

PREFERRED PHASING FOR GROWTH

To guide future expansion, this plan has identified general growth sectors where annexation will be prioritized over time. Areas where infrastructure investments are planned or already underway are considered near-term growth areas, where annexation requests are more likely to be supported. Other areas are identified as longer-term growth areas, where annexation may occur only after certain conditions are met, such as the extension of municipal infrastructure, completion of key roadway improvements, or the timing of surrounding development.



The following pages illustrate a likely potential sequence of development phases for the growth area. These phases of development are broken down into 5-year increments to help illustrate how the growth area could evolve over time. These scenarios have been developed based on historical market absorption in the Fargo-Moorhead metro area, reflect anticipated market demand, and recognize a balance of incremental investment in key infrastructure upgrades to the transportation network and sanitary sewer system. In general, these phased growth areas provide a framework for evaluating annexation requests and helps the City communicate when development outside designated growth areas may be premature.



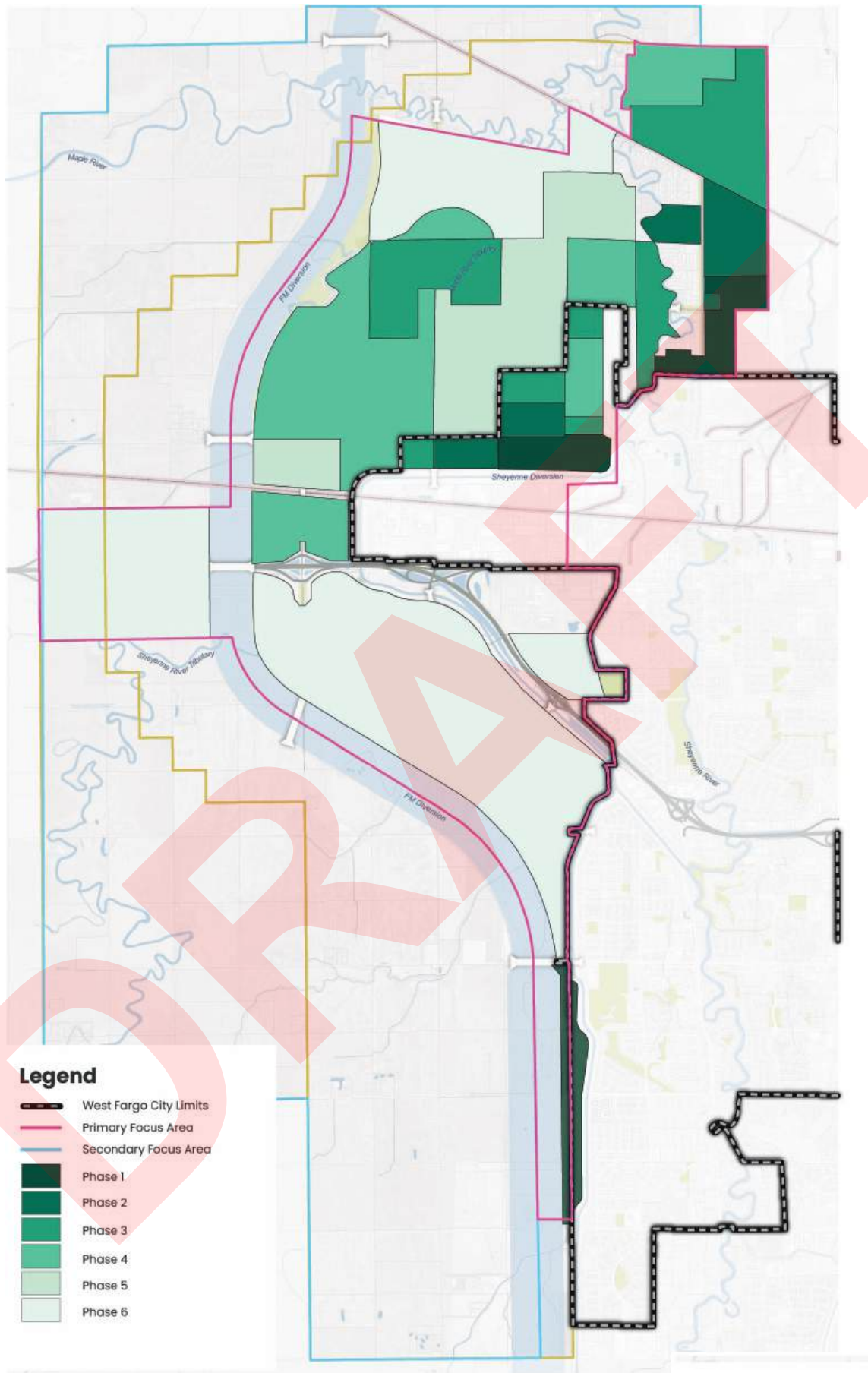


Figure 8.1 Future Annexation Map and Phasing

★ PHASE 1

- Phase 2
- Phase 3
- Phase 4
- Phase 5
- Phase 5+

The first of two key infrastructure improvements by 2030 is an initial phase of a mixed-use arterial connecting the Raymond interchange to 12th Ave NW. This connection will turn an existing two-lane gravel road into a paved section providing enhanced access to the city-owned lagoon properties for industrial and commercial development opportunities. Secondly, the commercial arterial along 19th Ave N is extended west from the 57th St intersection in Fargo to the County Road 17 N intersection. Similarly, this will upgrade a gravel road to a paved roadway section. This will improve access to residential land use areas from the east along with kickstarting capacity improvements to the sanitary sewer system. The lagoon properties will require equalization ponds to initiate development along 12th Avenue, while development east of the Sheyenne River can connect directly to the City of Fargo. Ultimately, this initial phase will allow for industrial development at the city-owned lagoon properties and residential development along the CR 17 corridor.

PRECEDENT IMAGES:



Industrial development at city-owned lagoon properties



Equalization ponds at the Lagoon Properties



Residential development along the CR 17 corridor



Roadway upgrades to 19th Ave, 38th Street,

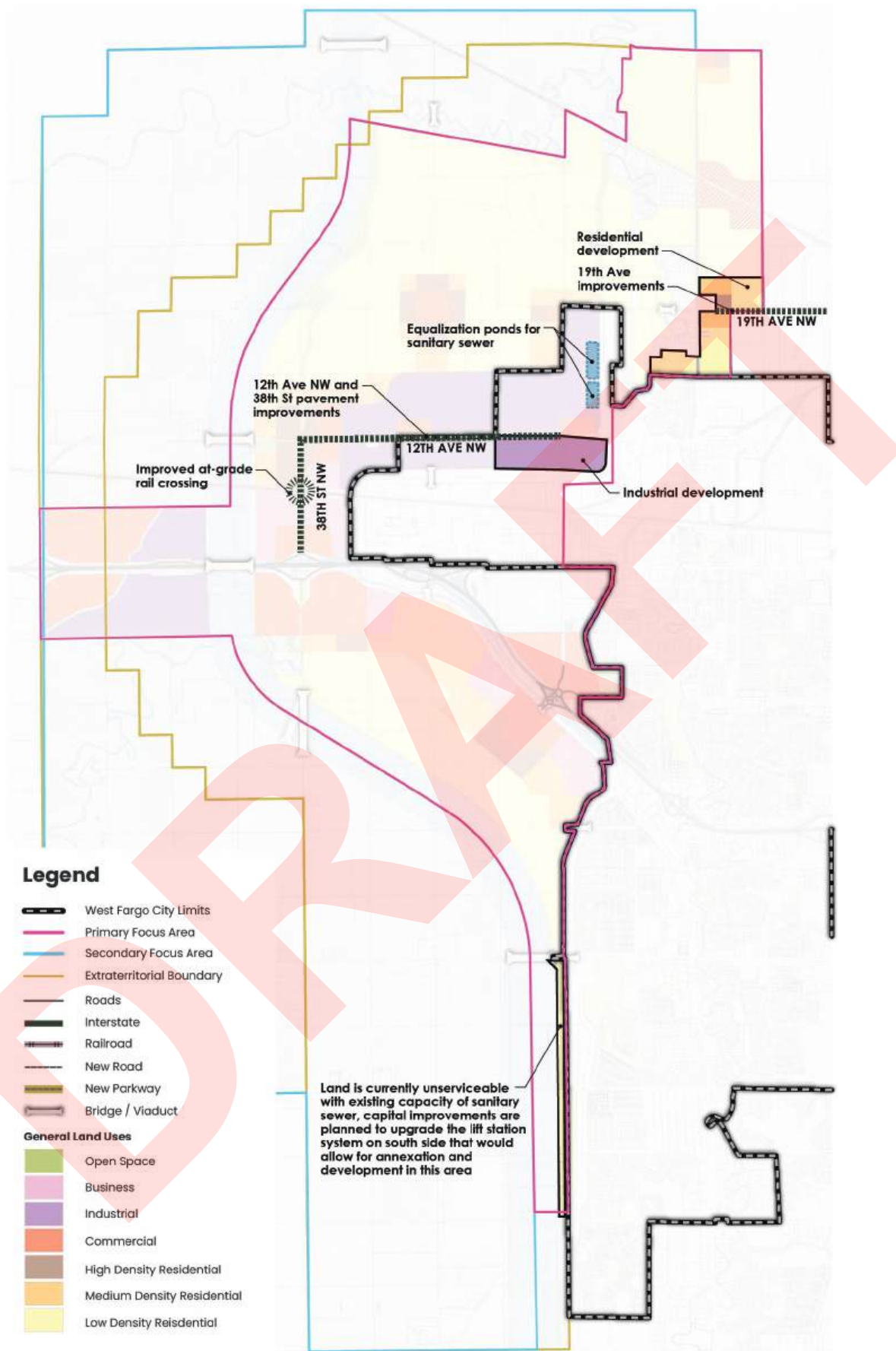


Figure 8.2 Phase 1 Phasing Diagram

● Phase 1

★ PHASE 2

● Phase 3

● Phase 4

● Phase 5

● Phase 5+

Coming into 2035, industrial and residential development continues along 12th Ave NW and County Road 17 N. A Mixed-use arterial replaces the existing two-lane section along County Road 17 N from 19th Ave NW to 32nd Ave NW. 12th Ave NW sees improvements from the Sheyenne Diversion to 26th St NW to a commercial arterial. Both additions are deemed to be low priority due to favorable existing conditions, but should be monitored based on the pace of suburban development.

The final improvement of Phase 2 is an arterial road connecting 12th Ave NW to 8th Ave NW along 26th St NW. This would require a bridge or box culvert to span the roadway across the Sheyenne Diversion, improving interstate access to the area. Extension of sanitary services occur along 12th Ave NW for expanded industrial and business park development, and north along CR 17 towards CR 20 for residential and neighborhood commercial development.

PRECEDENT IMAGES:



Expanded business park & industrial uses



Continued residential development (medium density)



26th Street connection over Sheyenne Diversion



Neighborhood commercial

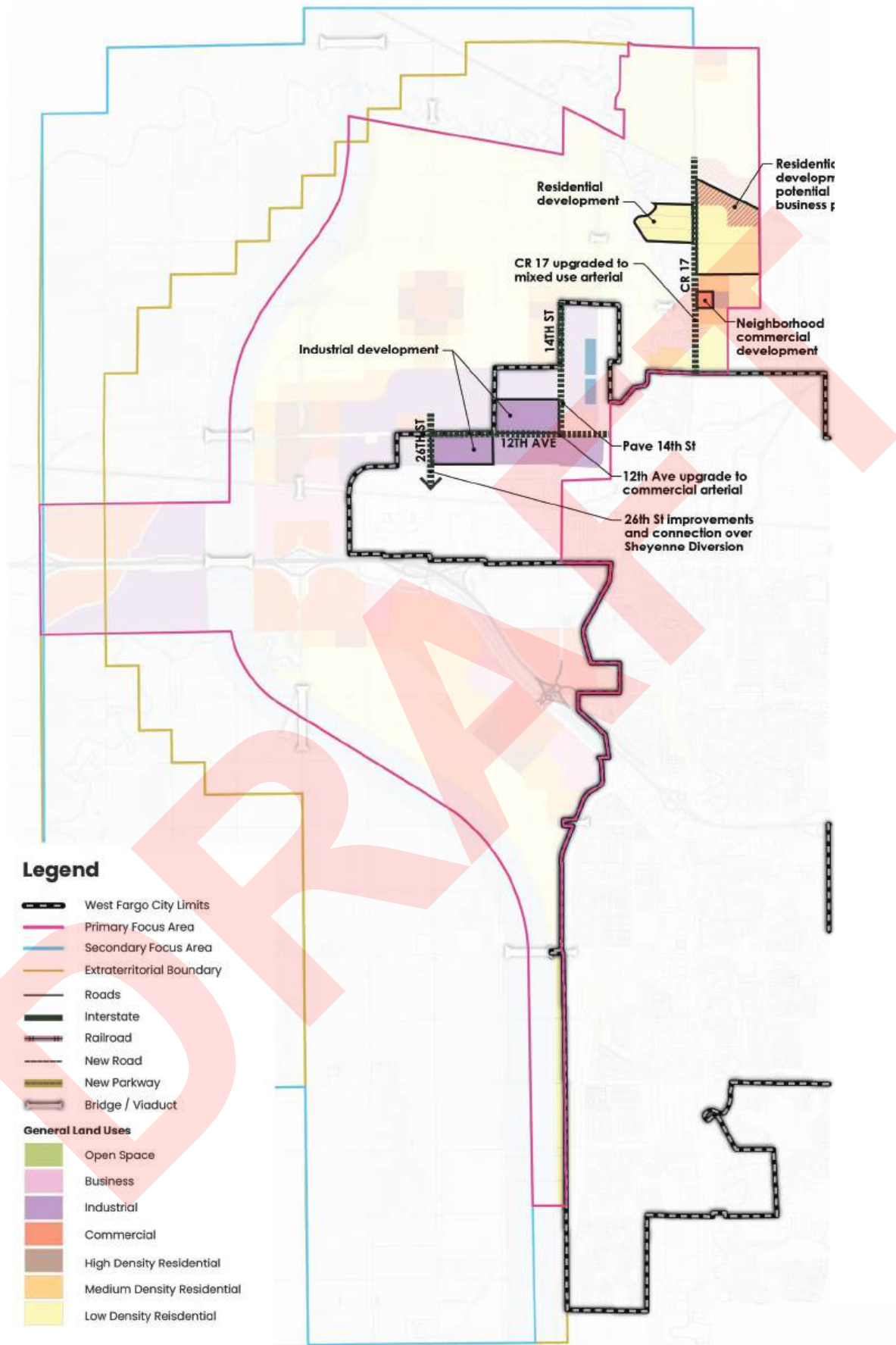


Figure 8.3 Phase 2 Phasing Diagram

● Phase 1

● Phase 2

★ PHASE 3

● Phase 4

● Phase 5

● Phase 5+

By the year 2040 the major focus for improvement and development centers around the intersection of 26th St NW and 19th Ave NW. Along 19th Ave NW from County Road 17 N to a half mile West of 26th St NW, the existing gravel road is transitioned to a mixed-use arterial with two lanes to start, then transitioning to four lanes over time. This is seen as a high priority due to existing conditions, extending utilities, and adjacent residential development. Additional improvements occur along 26th St NW from 12th Ave NW to 32nd Ave NW. Similarly, this turns existing gravel sections into paved arterials, connecting the residential areas down to 12th Ave N and ultimately I-94. Sanitary sewer is expanded to this area as the introduction of residential development occurs here. Areas for regional stormwater treatment and parks and greenways should be implemented as well.

PRECEDENT IMAGES:



Roadway improvements



Mixed residential development



Medium density residential



Park improvements

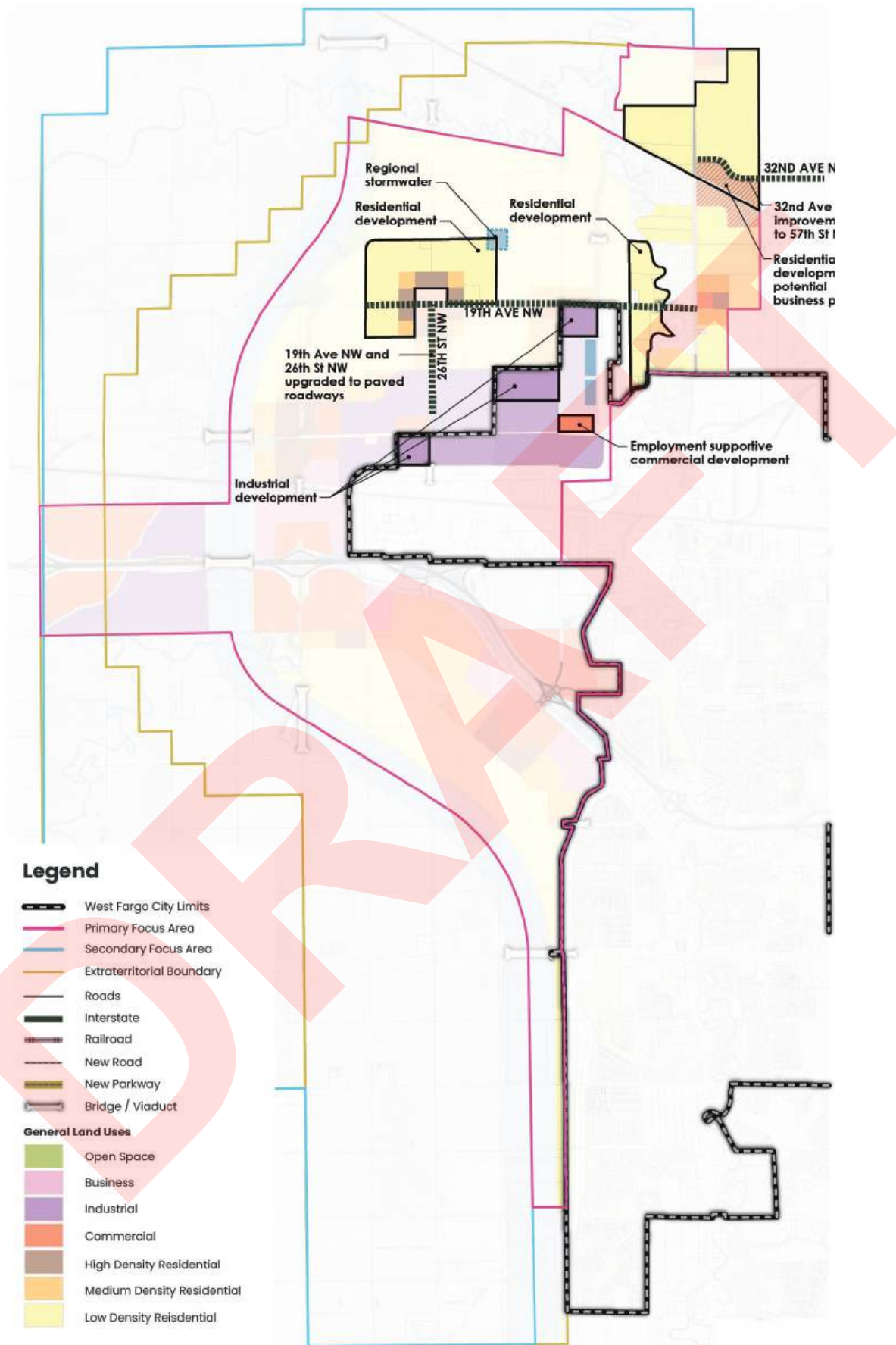


Figure 8.4 Phase 3 Phasing Diagram

● Phase 1

● Phase 2

● Phase 3

★ PHASE 4

● Phase 5

● Phase 5+

As West Fargo approaches 2045, connecting the new growth to the Raymond interchange is the main focus. 38th St NW sees major improvements from the Raymond interchange up to 19th Ave NW. This upgrades two lane roads to four lane and combined with a railroad overpass, connects the main residential development area in the northwest to I-94. This also spurs commercial and business development at the interchange.

A major challenge with these improvements will be the railroad crossing between I-94 and 12th Ave NW. 12th Ave NW sees improvements as well from 26th St NW to the FM diversion. This will provide a connection to 38th St NW as well as 12th Ave NW bridge over the FM diversion. Opportunities for regional commercial may ripen at this point as more residential rooftops are developed in the northwest area. Some potential exists for supporting neighborhood commercial as well.

PRECEDENT IMAGES:



Rail overpass



Regional commercial development



Corporate business sites



Continued residential development

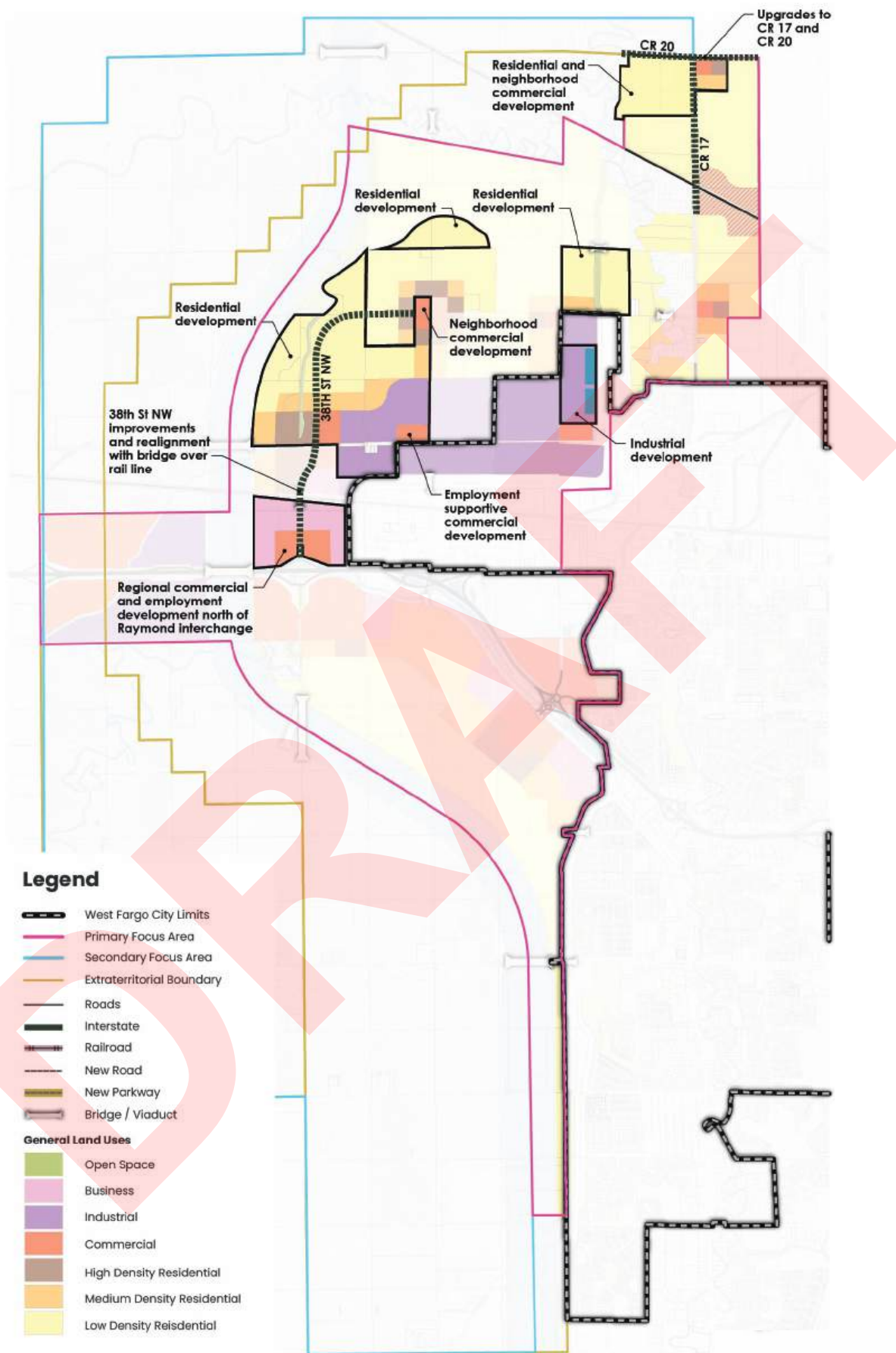


Figure 8.5 Phase 4 Phasing Diagram

● Phase 1

● Phase 2

● Phase 3

● Phase 4

★ PHASE 5

● Phase 5+

By 2050, residential and industrial development continues to expand North of I-94. Collector streets are added at various locations to increase connectivity between residential areas from 12th Ave NW and 19th Ave NW. These are all newly created roads besides one collector on 14th St NW North of 19th Ave NW. Sanitary sewer continues to expand to support the residential development and areas of higher density and commercials begin to backfill at key nodes.

PRECEDENT IMAGES:



Neighborhood commercial



Single family development



High Density Residential



Medium density residential

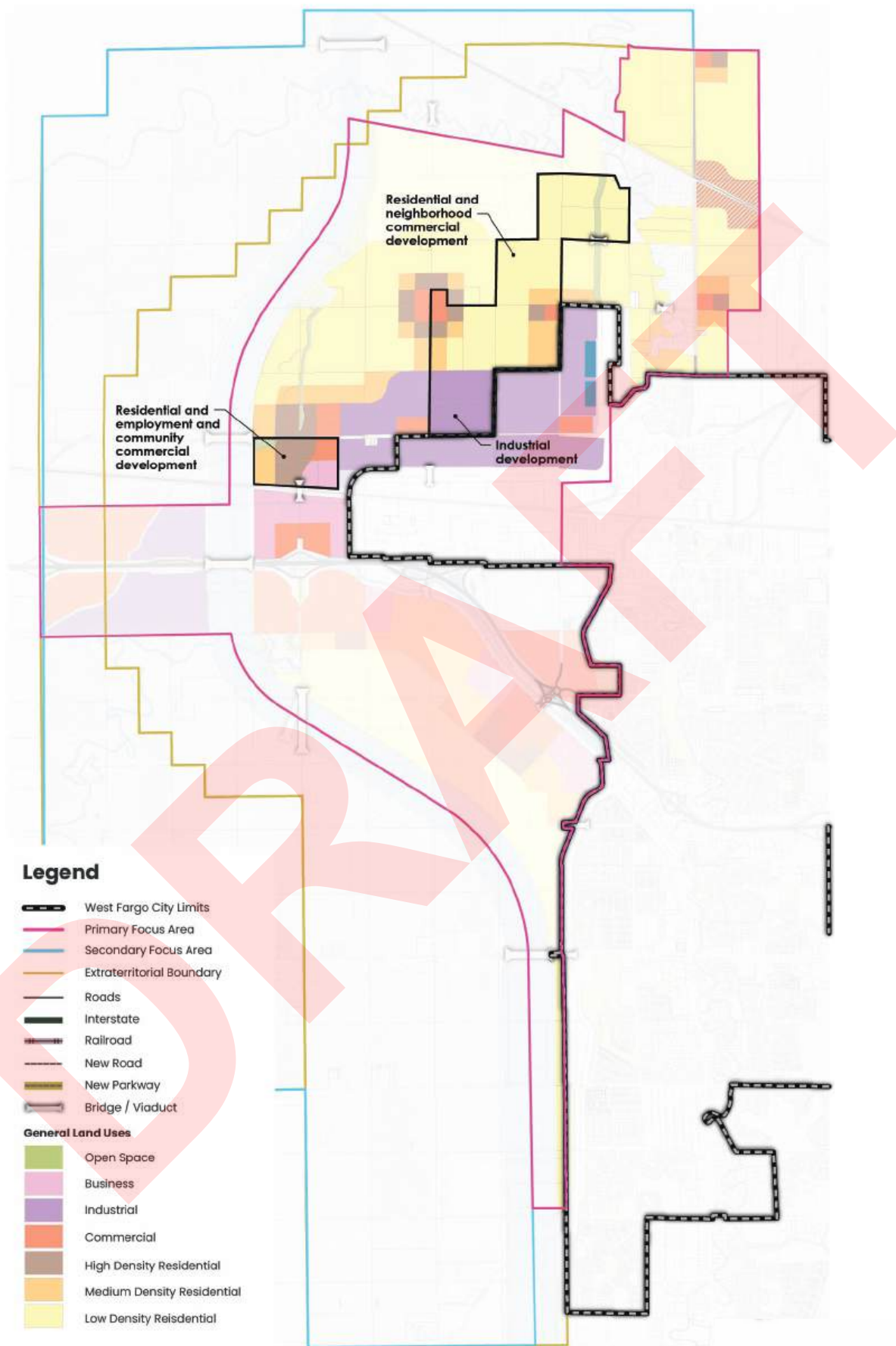


Figure 8.6 Phase 5 Phasing Diagram

● Phase 1

● Phase 2

● Phase 3

● Phase 4

● Phase 5

★ PHASE 5+

Phase 5 and beyond sees expansion into the area Southwest of I-94. The spine road is built, collector roads area added to feed residential expansion, and the overpass is constructed to connect 13th Ave W to this newly expanded area. Additional collectors are added North of I-94 to increase connectivity from 12th Ave NW to 32nd Ave NW. Also, a commercial arterial is added along 14th St NW from 12th Ave NW to 19th Ave NW. This turns an existing gravel road into a paved section, helping to feed into the industrial and residential growth in the area.

PRECEDENT IMAGES:



New interchange at 13th Ave W



Spine Road



Regional Commercial



Residential development

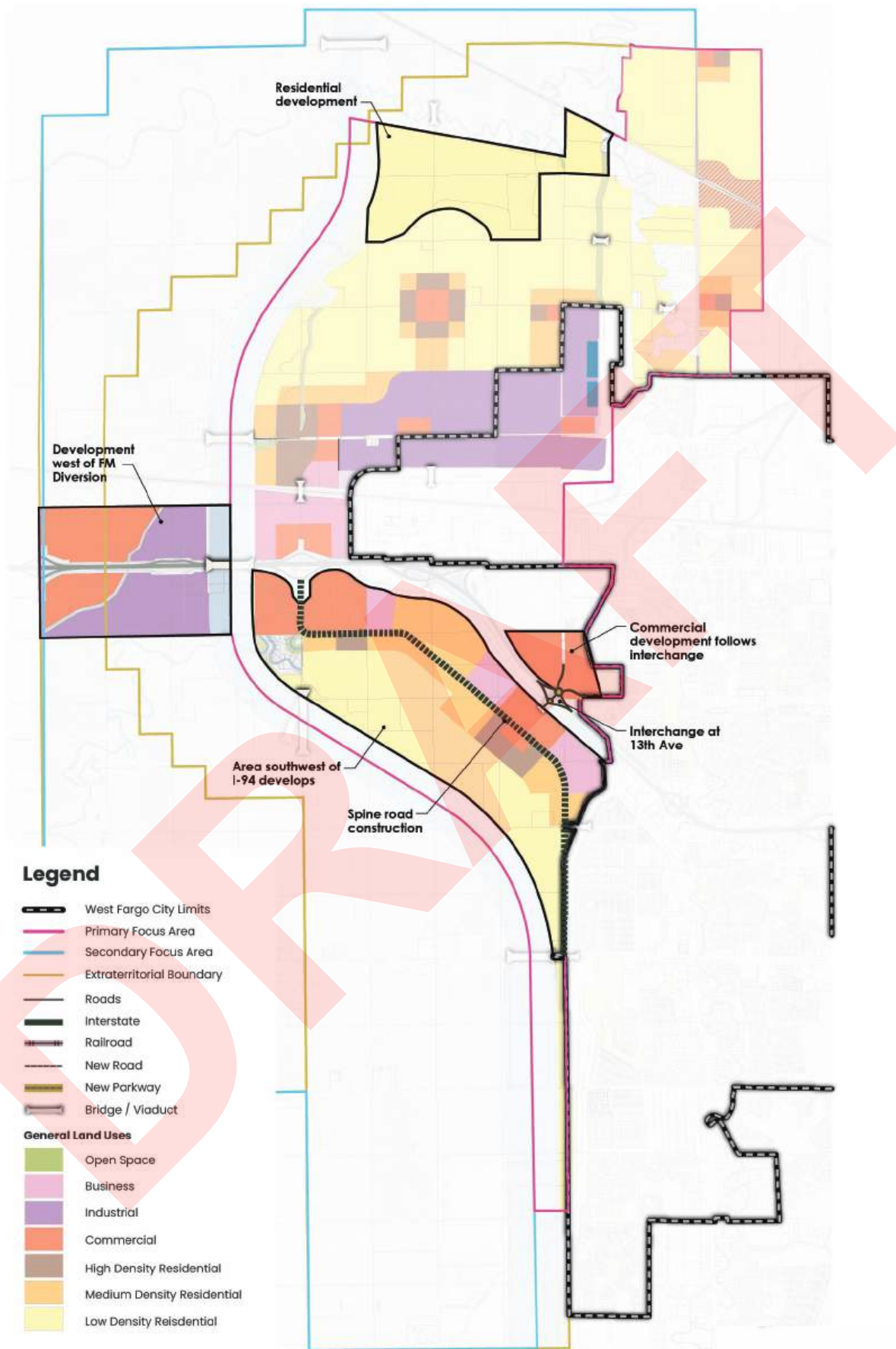


Figure 8.7 Phase 5+ Phasing Diagram



ANNEXATION

ANNEXATION STRATEGY FOR GROWTH AREA

As development occurs in the West Fargo Growth Area, annexation should occur in a deliberate and coordinated manner that aligns with the City's infrastructure planning, fiscal capacity, and long-term development goals. Establishing clear expectations for annexation will provide greater certainty for landowners and developers while helping the City expand in a logical and serviceable pattern.

Annexation should generally follow the preferred phasing sequence identified in the Phasing section. As development occurs in the growth area, continued investigations into next phases of development should be examined on a 1-2 year basis.

ANNEXATION PROCESS

Annexation within the growth area may occur through two primary methods:

- 1 ANNEXATION BY RESOLUTION OF THE CITY COMMISSION.**
In this process, the City prepares a preliminary annexation plat and adopts a resolution describing the property proposed for annexation. The City Commission then conducts a public hearing. If written protests represent less than one-quarter of the property owners within the affected area, the property may be annexed into the City following the hearing process.
- 2 ANNEXATION BY PROPERTY OWNER PETITION.**
Property owners may also initiate annexation by submitting a petition to the City. Landowners work with City staff to prepare an annexation plat and supporting materials. Notice of annexation is provided to the affected township, and a draft annexation ordinance is prepared. The City Commission then holds a public hearing on the petition. If revisions are necessary, they may be addressed prior to the second reading and final approval of the annexation ordinance.

CRITERIA FOR ANNEXATION

Annexation requests should be evaluated using several considerations to ensure orderly and sustainable growth including:

CONSISTENCY WITH LONG-TERM PLANNING AND PHASING

Annexation should generally occur within areas identified phasing areas in this growth area plan and the general sequencing maps on pages 105-117.

INFRASTRUCTURE AVAILABILITY

The City should consider and evaluate whether municipal services including sanitary sewer, water, regional stormwater management, and transportation infrastructure can be reasonably extended to serve the area.

LAND USE COMPATIBILITY

Proposed annexations should be compatible with the proposed land uses identified in the Growth Area Plan, adjacent or surrounding development patterns, and the City's Comprehensive Plan.

LOGICAL MUNICIPAL BOUNDARIES

Annexations should create logical and efficient municipal boundaries and avoid irregular jurisdictional lines or isolated pockets of unincorporated land.

RELATIONSHIP TO THE CAPITAL IMPROVEMENT PLAN (CIP)

Annexation decisions should be coordinated with the City's capital planning process to ensure that infrastructure investments are made strategically. In priority growth areas, the City may pursue infrastructure projects that support planned development and extend municipal services in an efficient manner. In other areas, infrastructure extensions may occur primarily in response to development proposals or through development agreements with landowners. Coordinating annexation with capital planning helps ensure that infrastructure investments are aligned with growth patterns and that municipal resources are used effectively.

RURAL RESIDENCES AND UNINCORPORATED AREAS

Some existing rural residences within the growth area may prefer to remain outside the City for as long as possible. In some cases, small, unincorporated areas may remain if they do not interfere with infrastructure extensions, roadway connectivity, or future development patterns. However, the City may consider initiating annexation when unincorporated areas create service inefficiencies, limit infrastructure planning, or become surrounded by urban development.

The rural residential neighborhoods along the Sheyenne River and near 38th St. W voiced their desire to remain as rural estates and preserve the current rural character of their large-lot neighborhoods. While the City recognizes the property owner's desires, the City should take steps to plan for public infrastructure connections in the distant future.

EXTRATERRITORIAL ZONING

The City's extraterritorial zoning authority provides an opportunity to guide development in areas that are likely to be annexed in the future. This authority is to help ensure that development patterns, infrastructure planning, and land uses remain consistent with the City's long-term vision.

Coordination with Reed, Raymond and Mapleton Township should include approval discussions about expanding or altering the boundary to improve long-term planning outcomes. For example, Reed Township has expressed interest in having the City of West Fargo take over extraterritorial jurisdiction authority for township land in the growth area.

FISCAL CONSIDERATIONS

The City should evaluate whether future development within the annexed area will support the long-term costs of extending municipal services. Fiscal sustainability should be evaluated by considering the anticipated tax base generated by development, the cost of extending and maintaining municipal infrastructure and services, and the degree to which development contributes to infrastructure through special assessments, development agreements, or other funding mechanisms. The city should further explore requiring the applicant/developer or self performing a fiscal impact analysis for the proposed annexation area as part of the development review process.



IMPLEMENTATION

INTRODUCTION

This implementation chapter is intended to carry out the vision for the Growth Area Plan. Future actions and implementation of this plan should be measured, to a degree, against the ability to help achieve the vision. It is important to recognize the plan as a living and breathing document. The plan provides the flexibility to adapt to unforeseen changes. Changes may include new development products in the marketplace, shifts in the regional, national, or global economy, technological advances and political decisions that force us to rethink our vision from time to time. On a smaller scale, individual property owner decisions (or needs) also force change. Even smaller incremental changes must be carefully evaluated. Change will occur but should be done through a thoughtful and engaging process.



THE PARTNERS

Implementing the Growth Area Plan is a collective effort between the West Fargo City Commission, the various boards and commissions that advise the Commission and City Staff, along with the input of several “Implementation Partners,” all working towards the common vision expressed in the growth plan. The decisions that put the plan into action come from a variety of sources – both public and private – and from a variety of perspectives – policy, regulatory, fiscal, and strategic. This section identifies the general implementation partners and summarizes their role in the plan’s implementation all with the goal of improved collaboration.



THE CITY OF WEST FARGO

The City’s primary role in implementation of the plan will be through regulation of private development, programming capital expenditures for public improvement, establishing development-related policies and programs, and facilitating the study and planning of future opportunities or changes. In essence, the City is the “keeper of the vision,” through regulatory, program and policy actions that must reinforce a commitment to the plan. Through this commitment the City directs all the other implementation partners toward a common direction and builds support and expectations for outcomes called for in the plan. Inter-departmental collaboration across Administration, Economic Development, Engineering, Public Services (Fire/Police/Sanitation) Planning & Zoning and Public Works will be critical to ensuring sustainable development and city operations as the city grows.

AGENCY PARTNERS

Several agency partners will play a key role in shaping development in the growth area. As the growth area evolves, continued dialogue and communication with Cass County; Reed, Raymond, and Mapleton Townships; and adjacent cities of Fargo, Harwood, Horace, and Mapleton are important to understand growth objectives. Additionally, the West Fargo School District and the West Fargo Parks District are key partners with the city as growth occurs to ensure measured, and coordinate growth occurs. Annual coordination meetings with township representatives and planning staff with adjacent municipalities are recommended.



CASS COUNTY

Cass County is an important partner with the City of West Fargo for the development of the Growth Area. Knowing growth is likely to begin on the north side east of the Sheyenne River, improvements to County Road 17 from the current city limits to County Road 20 will be an important capital improvement project to plan for over the next five years. Additionally, with the City’s desire to develop the city-owned lagoon properties, County road 10 to the FM Diversion and 38th Street will be another needed improvement project.



CASS RURAL WATER DISTRICT

Clarity on growth locations will allow for supporting water service infrastructure provided by Cass Rural Water District. Working with Cass Rural Water to develop a 10-year plan for water service for these areas will be an important implementation step. Developing a City Water Service Area Plan should be conducted in the next few years for the lagoon properties and the development area east of the Sheyenne River.

TOWNSHIP COORDINATION AND EXTRATERRITORIAL ZONING

The City of West Fargo as extraterritorial city (ET) zoning authority with Reed, Raymond, and Mapleton Townships. As development projects are proposed and land outside of the city is annexed, coordination with these townships is important to update the ET boundaries with the townships. This process occurs every year with formal action by township boards and the West Fargo City Commission. Under areas of Joint ET authority it is important to identify and set criteria for acceptable and non-acceptable development, to limit issues with rural residential development in the future, particularly in areas that are outside of the floodplain or east of the FM Diversion.

COORDINATION WITH SCHOOL AND PARK DISTRICTS

WEST FARGO PUBLIC SCHOOLS

Coordination with West Fargo Public Schools through annual meetings to review anticipated growth and development projects will allow for improved distribution of school facilities for the overall community. The school district has indicated a need for another high school in the next 5-10 years to alleviate pressure on the existing district facilities. Coordinated efforts will allow the district to understand how growth will happen, transportation improvements that will be occurring and for the city to help guide the location of facilities to desired location, preserving key commercial and employment corridors in the future.

WEST FARGO PARKS DISTRICT

Coordinated planning with the West Fargo Parks District will help all the agency partners to better anticipate and guide developers' preferred locations for parks, developed integrated stormwater treatment and trail facilities, and right size the parks for future neighborhoods. Additionally, annual meetings to discuss long-range planning can help identify features to preserve, connections to make between developments, and potentially target larger parcels for future community facilities such as a north side community center or athletic complexes that take larger acreage.



DEVELOPMENT COMMUNITY

The development industry plays a key role in implementing physical aspects of the plan. The Growth Area Plan envisions a more sustainable growth pattern that may be more dense than conventional development. This will take a willingness and creativity in the marketplace to commit to investing in strategies that differ from today. However, this change must be viewed across areas (broader than any **one** project) and over time (incrementally, with smaller **changes** supporting bigger future changes). When these **decisions** are made under the collective and long-term **vision** of the plan, change can be more evident and more **successful**. It is not enough to internalize the goals of this plan within each individual development project. Rather, projects must be strung together by their relationship to the common public realm, where each new project **contributes** to the greater **whole** of the community's **vision**. To that end, the Growth Area Plan guides locations for **mixed use nodes** of increased density as well as allowing for **increased density** within the low-density residential land use areas.

LANDOWNERS

The **desires** and decisions of individual landowners in the growth area play a critical role in how and when development occurs in the Growth Area. Some properties are ready to develop right away, and as areas of land come out of the flood plan with the FM Diversion project, more landowners will be interested in development. Communicating the anticipated growth sequence to property owners will be important to relay overarching **community** goals of sustainable development and growth at a rate that does not outpace key infrastructure improvements that can create additional tax burden on West Fargo residents.

CITIZENS

This Growth Area Plan incorporates the vision of West Fargo's citizens, blending the overarching goals from the City's Comprehensive Plan with the practical application of sustainable growth desired in the plan. The continued involvement of the citizenry in the implementation process assures the continuing validity of the plan. Active involvement, either by volunteering for advisory committees and boards or through individual participation in the public review process, ensures that these issues continue to be at the forefront of decisions by all the implementation partners. Creating a 5-year staging area plan that can be updated annually should be considered to communicate anticipated development to the development community, landowners, and the residents of West Fargo at-large.



STRATEGIES AND ACTION STEPS

To be most effective, the plan must serve both near-term and long-term needs. This section of the Implementation Chapter is organized around a series of general strategies and more specific action steps.

STRATEGIES are continuous or ongoing and have no defined start or end point. Strategies emphasize utilization of the plan as an everyday planning tool.

ACTION STEPS are specific projects that have a defined start and end point and result in a tangible product or capital investment.

Collectively, the strategies and action steps make up a comprehensive “to do” list for the City of West Fargo as it relates to the Growth Area Plan.

GROWTH AREA PLAN STRATEGIES

1 STRATEGY 1 – REVIEW COMMUNITY DEVELOPMENT TOOLS AND PROGRAMS AND UPDATE OFFICIAL CONTROLS

REVIEW COMMUNITY DEVELOPMENT TOOLS AND PROGRAMS

Many of the tools available to the City of West Fargo for community planning and development are enabled by state laws such as zoning and subdivision ordinances, park dedication ordinances, infrastructure ordinances, and the ability to create or establish tax increment financing districts or use other financing mechanisms or environmental reviews. Other tools pertain to housing and economic development strategies such as:

- Promoting existing business growth and retention
- Promoting new business development and attraction
- Collaborating with educational institutions to develop a stronger workforce
- Implementing neighborhood focus on community development projects
- Focusing on promoting and attracting senior housing developers and developments

These are only a few of the important implementation tools available to cities. A key strategy for West Fargo is to regularly review state laws to stay abreast of changes that might favorably or adversely affect the City's ability to implement its plan. This can be done by subscribing to newsletters or e-mail blasts or being active participants in local chapters of national planning and development organizations or regional/statewide associations North Dakota Chapter of the American Planning Association (APA), North Dakota League of Cities, North Dakota Parks and Recreation Department, North Dakota Chapter of the American Public Works Association (APWA), etc.

- **Roles:** City Staff, Elected and Appointed Officials
- **Frequency:** Ongoing with periodic updates of trends and opportunities

The West Fargo City Code, which contains its Zoning and Subdivision Regulations, is the official regulatory tool to implement the Growth Area Plan. The Growth Area Plan provides the “nexus” between the City's Comprehensive Plan and the specific laws in the City's ordinances and allows implementation of ideas that help the City reach the goals that are outlined throughout the plan.

ZONING

Zoning within West Fargo is adopted according to North Dakota Code of Laws Chapter 40-47, and the City's subdivision and zoning regulations were last comprehensively reviewed/updated in the mid 1980s. Zoning should be in alignment with the Growth Area Plan and the Comprehensive Plan. This process to amend the zoning code and zoning map will require a public process. Minor changes to the zoning code and zoning map districts will be required following adoption of the comprehensive plan. These areas are addressed below:

Park Dedication

The subdivision ordinance contains provisions for park dedication. The Parks and Recreation section of the Growth Area Plan provides a long-term plan for future park and trail improvements that identify the needs for park dedication. Park dedication should be reviewed on an annual basis to reflect long-term capital improvement needs as guided by this plan.

Access Management

Functionality of major road corridors can be enhanced by the ability to regulate access onto roadways. The Fargo/ West Fargo Parking and Access Study has developed prototypes to help guide this implementation. Development of an access management ordinance strengthens the City's ability to implement and enforce access management strategies and key corridors of CR 17 and CR 10 / 12th Ave are key starting projects.

Zoning Map Amendments

The City's current Comprehensive Plan does not guide land uses, but the Growth Area Plan does. As areas within the Growth Area are annexed into the city, they will need to be rezoned accordingly through the rezoning process, which requires a public hearing.

Other Official Controls

The Growth Area Plan will need to be evaluated to ensure the official controls are aligned with one another. If changes to the official controls are needed, the City will proceed with the appropriate process required by state law. Other areas of focus include:

- Exploring and evaluating new zoning approaches to development along major transportation corridors and at key nodes (see land use framework diagram figure 3.2) from land use chapter (i.e., mixed-use zoning districts, design guideline overlay districts, access management standards, or others)
- Establishing a basis in the subdivision ordinance for preserving key greenway linkages between park and recreation facilities, institutional and commercial pedestrian destinations, and value natural resources such as The Sheyenne River, Maple River, and woodland stands, as well as the FM Diversion and Sheyenne Diversion and other drainage ditches.
- Provisions that incentivize mixed density residential projects, particularly within the low-density residential land use category
- Provisions that support biking and walking infrastructure better connecting private developments to the public trail and sidewalk facilities and key nodes and destinations.
- Provisions that support or encourage energy efficient building and site planning technologies.
- Provisions that encourage integration of storm water improvements with public and private site amenities.

- **Roles:** Staff, Planning Commission, Advisory Boards and Commissions
- **Frequency:** near term emphasis – on-going reviews on an annual or every two-year basis

STRATEGY 2 – DEVELOP A MONITORING SYSTEM AND METRICS TO MEASURE PROGRESS AND MAKE ADJUSTMENTS

CONDUCT REGULAR PLAN REVIEWS

West Fargo will continue to grow and change over the next 20–30 years. As this growth continues to occur, data will emerge through evaluation of development projects and planning analysis that will help with understanding the impacts on the community. The Growth Area Plan should be reviewed on a regular basis to assess progress on attaining the community's goals and objectives and to continue a dialogue about the community's future. The review should focus on both the successes and failures of the Growth Area Plan. The review should be informed by new and recent development projects, observations of change and technical analysis, emerging trends, and innovative technologies. GIS mapping should be maintained with a report of land absorption, land availability, and lot inventories to ensure adequate land is guided in support of housing diversity, commercial development, and employment. Annual adjustments to population, household and employment projections should be carefully evaluated and coordinated with the West Fargo School District, West Fargo Parks District, and the Fargo Moorhead Metro COG.

- **Roles:** Staff and Planning & Zoning Commission
- **Frequency:** Annual or once every two years

ESTABLISH GROWTH INDICATORS

Community indicators are an effective measurement tool to assess how the Growth Area is progressing towards the overall community goals and objectives identified throughout the plan. Agreeing upon a series of community indicators will require a public process. This is an ongoing (long-term) strategy that will provide the City of West Fargo with a wealth of information to help guide future decision making and track progress over a period of years. The list of community indicators can be quite lengthy and exhaustive. This is why the process is as important as the product. What gets measured and how it gets measured must be a product of a community leader and staff dialogue. The following list is a starting point of some indicators relevant to West Fargo. This list is developed based on past community input and recent planning trends:



Land Use Efficiency (as measured by):

- density of new residential development
- ratio of commercial building square feet to gross land area of new construction
- total acres of new development absorbed on an annual basis
- total acres of projects zoned as a Planned Unit Development vs traditional zoning categories
- total acres of commercial and industrial development



Park and Recreation

- participation in active recreation programs (for adult, senior and youth activities by season)
- dollar value of investments in existing parks
- hours spent on park maintenance
- number of new parks developed



Housing

- number of new affordable housing units developed
- number and value of permits pulled for new housing construction (by type-detached SF, attached MF, stacked MF)
- number of real estate transactions of owner-occupied housing
- vacancy rates new rental properties
- dollars invested in assisting with housing maintenance
- ratio of median family income in the city to median home sales price



Community Utilities & Infrastructure

- miles of new sanitary sewer pipes and number of lift stations
- volume of inflow and infiltration
- miles of new trunk water mains
- volume of unaccounted for public water usage
- per capita usage of water by land use
- measure of per capita utility debt outstanding



Transportation & Mobility

- lane miles of congested roadways (LOS E or F)
- number of traffic crashes by type
- number of lane miles of new roadways built (and dollar value)
- number of lane miles of streets reconstructed (and dollar value)
- number of lane miles per capita
- traffic volumes on major streets
- key infrastructure elements for connectivity including bridges, rail crossing upgrades, or viaducts and total construction value
- volume of transit ridership from the City and destinations
- number of cars per household
- miles of paths constructed by type (sidewalk or multi-purpose trails)
- miles of bike lanes constructed
- household trip patterns (bike, walk, drive, transit)
- percent of households within walking distance of key destinations
- pavement condition (IRI or PCI) of arterial and collector roadways



Economic Development:

- number of new businesses developed in the community
- number of new jobs created (private vs. public)
- number of existing businesses visited by City Staff or economic development agency
- vacancy rates of commercial and industrial space
- value of building permits for commercial and industrial uses
- unemployment rates
- valuation trends of commercial and industrial businesses
- size of local/regional labor force
- the ratio of jobs in West Fargo to the number of housing units

The City of West Fargo should establish a series of indicators to evaluate the progress and success of this plan. Establishing the indicators could be looked at as an Action step; however, the ongoing nature of reporting out and monitoring progress becomes the strategy.

- **Roles:** Staff, City Commission, Planning and Zoning Commission and Partner Agencies
- **Frequency:** Annually or once every two years

MONITOR PUBLIC FACILITY NEEDS

The growth and development of the City of West Fargo add pressure on government services through increased demands for building permits, community development resources, streets, utilities, stormwater, police and fire protection, park and recreation programming and general administrative responsibilities. Such demands require the City to develop public facilities that house such services. These include administration (City Hall), and police, fire, and public works. Currently, the bulk of the community's public facilities are sited south of Main Avenue and I-94 in various facilities spread throughout the city. Additional needs for fire and police protection will be needed on the north side of the city as the growth area fills in.

- **Role:** Staff, City Commission
- **Frequency:** Annual or as new growth demands new public facilities

3

STRATEGY 3 – PRESERVE TRANSPORTATION CORRIDORS

The transportation plan has identified a series of roadway improvements that are needed to meet local and regional needs over the next 20 years. Implementing these improvements could be one of the most challenging efforts as each one will have an associated infrastructure cost but at this time do not have a funding source associated with them. However, it is important to continue to plan for these improvements as infrastructure and land costs continue to rise. These rising costs also enhance the importance of right-of-way preservation.

The City's strategy for preserving right-of-way (ROW) for long-term transportation projects is to work collaboratively with property owners to ensure that development projects take into consideration both short- and long-term transportation needs. This may require the City taking a more proactive planning role, engaging regional agencies (Cass County and NDDOT) and affected landowners in more detailed master planning and system planning efforts. The "Spine Road" concept for the SW 94 areas and the long-term "Ring Road" concept are good examples of this kind of collaborative planning effort, particularly with landowners.

The Street Plan appendix of this document, when adopted by the Planning Commission, will serve to reserve the street locations for future ROW acquisitions in accordance with North Dakota Century Code. The Street Plan should be reviewed and updated by the Commission on a regular, and project-by-project basis. The City will continue to work with Cass County, NDDOT and the Fargo-Moorhead Metro COG to determine the appropriate planning and funding mechanisms for constructing roadway improvements.

- **Roles:** Staff
- **Frequency:** ongoing on a project-by-project basis

4

STRATEGY 4 – PLAN FOR PARKS, TRAILS, AND OPEN SPACE

As West Fargo continues to grow, continued park system planning efforts will be needed with a focus on building out a system of neighborhood parks, ensuring strong connectivity between neighborhoods through a robust trail network, and identifying opportunities for signature parks and recreation activities. Additional facilities (community center, athletic complexes) north of I-94 will be needed, or the expansion of existing facilities will also need to be considered going forward.

- **Role:** City Staff, West Fargo Park District
- **Frequency:** Annual or as new growth demands new neighborhood park master planning

STRATEGY 5 – EXPLORE CREATIONS OF REGIONAL STORMWATER BASINS

Successful implementation of a regional stormwater strategy will require coordination across regulatory frameworks, administrative processes, and long-term capital planning. The following strategies outline how stormwater infrastructure can be integrated into the City's development review and land use planning framework.

EXPLORE THE CREATION OF A STORMWATER OVERLAY DISTRICT

The City should explore the creation of a Stormwater Overlay District to ensure consistent application of regional drainage policies across the growth area. This overlay would function as a regulatory layer applied over underlying zoning classifications and would govern stormwater requirements where drainage considerations conflict with base zoning standards.

The overlay district could include mapped basin boundaries, designated regional detention sites, and protected primary drainage corridors. It would require basin-level hydrologic analysis prior to subdivision approval and establish performance standards consistent with the City's adopted regional modeling assumptions. Establishing this regulatory framework helps ensure that stormwater infrastructure constraints meaningfully inform development patterns.

INTEGRATE REGIONAL BASIN PLANNING WITH FUTURE LAND USE

Regional stormwater infrastructure should be closely aligned with the growth area's future land use and phasing strategy. Mapping basin footprints, trunk conveyance corridors, emergency overland flow routes, and areas likely to require lift stations can help guide development patterns and infrastructure investment.

By incorporating drainage infrastructure directly into long-range planning documents, the City can ensure that stormwater systems help shape urban form rather than reacting to subdivision layouts after approvals are granted. This proactive approach reduces costly redesigns and preserves key storage and conveyance areas before rising land values complicate acquisition.

Stormwater facilities should also be considered as part of the broader open space and park network. Regional basins can provide opportunities for trail connections, passive recreation, and visual amenities when designed as part of a coordinated open space system.

UPDATE AND ALIGN SUBDIVISION REGULATION

Subdivision regulations should be updated to reflect the regional stormwater strategy. Major plats should demonstrate consistency with adopted regional basin plans and provide basin-wide hydrologic modeling where necessary. Developers must identify ultimate drainage patterns and demonstrate that grading plans preserve regional flow paths and overflow routes.

Temporary stormwater management measures used during phased development must be consistent with the ultimate basin configuration and cannot compromise long-term system performance. Preliminary plat approval should only be granted once adequate regional stormwater capacity has been constructed, secured, or programmed within the City's Capital Improvement Program.

ANNEXATION AGREEMENTS

In areas where annexation occurs ahead of development, annexation agreements can help implement the regional stormwater strategy. These agreements can establish basin participation requirements, secure land for detention facilities and conveyance corridors, define interim stormwater standards, and ensure compliance with future basin model updates. This approach helps prevent fragmented drainage systems and speculative platting that could undermine the efficiency of the regional system.

INTEGRATION INTO DEVELOPMENT REVIEW

Stormwater considerations should be incorporated early in the development review process. Drainage planning should be addressed during concept plan review, zoning amendments, planned unit developments, and major site plan applications. Addressing stormwater infrastructure at the earliest stages allows system constraints to inform site design, density assumptions, and land use transitions. Early coordination reduces redesign costs and helps the City guide development outcomes more effectively.

ON-GOING INTERAGENCY COORDINATION

Regional drainage systems frequently extend beyond municipal boundaries and often discharge into facilities managed by county or state agencies. Continued coordination with Cass County drainage authorities, North Dakota water resource agencies, and neighboring jurisdictions within the Fargo–Moorhead metropolitan area will be important. This coordination is particularly critical in the Red River Valley, where flat terrain allows hydraulic impacts to extend across jurisdictional boundaries. Collaborative planning helps avoid redundant infrastructure investments and protects downstream systems.

ADAPTIVE MANAGEMENT AND PLAN UPDATES

Stormwater planning must remain adaptable as new rainfall data, development patterns, and infrastructure performance information become available. The City should periodically update basin models, reassess design assumptions, and review financial projections to ensure infrastructure investments remain aligned with future growth conditions. If development intensity or climate data significantly changes, basin sizing and cost recovery mechanisms may need to be adjusted to maintain system capacity through the 2050 planning horizon.

ADMINISTRATIVE CAPACITY

Effective implementation will also require sufficient administrative and technical capacity. The City must maintain adequate engineering resources to review basin modeling, grading plans, and stormwater system designs. A GIS-based inventory of stormwater assets will support tracking of regional facilities, easements, and maintenance responsibilities. Clear development review checklists and consistent inspection procedures will help ensure that adopted standards are applied uniformly.

Failure to plan for stormwater infrastructure at a regional scale could increase the risk of localized flooding, delay development, and potentially require costly emergency capital projects in the future. In flat landscapes such as West Fargo's, drainage problems are difficult and expensive to correct after development occurs. By planning stormwater systems at full build-out scale today, the City can reduce long-term risk, provide greater certainty for development, and protect public safety as the community continues to grow.

- **Role:** Staff, West Fargo Parks District, Adjacent Jurisdictions
- **Frequency:** Annual or as new growth demands new development

STRATEGY 6 – ONGOING COORDINATION WITH ADJACENT COMMUNITIES AND JURISDICTIONS

Successful implementation of the Growth Area Plan depends on proactive and sustained coordination with neighboring communities, overlapping jurisdictions, and key public service providers. The City of West Fargo should establish a formal coordination framework that brings together stakeholders, including the West Fargo Parks District, West Fargo Public Schools, adjacent municipalities, county agencies, and utility providers, to align land use decisions, infrastructure investments, and service delivery as growth occurs. This framework should include regular intergovernmental meetings, shared data and mapping resources, and clear communication protocols to ensure that planning decisions on one side of a jurisdictional boundary do not create unintended burdens or conflicts on the other. Early and ongoing engagement with these partners will be essential to identifying shared priorities, avoiding duplication of effort, and leveraging opportunities for cost-sharing on infrastructure and amenities that serve residents across boundaries.

As the City of West Fargo advances near-term implementation steps, staff should prioritize outreach to adjacent communities to share growth projections, discuss potential annexation areas, and identify locations where coordinated planning will yield the greatest mutual benefit. Formal coordination agreements or memoranda of understanding (MOUs) with key jurisdictions and districts, particularly West Fargo Public Schools and the West Fargo Parks District, should be pursued to document shared expectations around timing, capacity, and cost responsibilities tied to new development. This coordinated approach will not only strengthen relationships with neighboring partners but will also provide developers, residents, and investors with greater certainty about how and where growth will be accommodated over time.

- **Role:** City Staff, Adjacent City Staff, Broader Agency Staff
- **Frequency:** Annual

ACTION STEPS

The Growth Area Plan identifies a number of strategies and action items throughout the chapters of the plan that together have the potential to positively shape growth and change in West Fargo. Since resources are limited, it is unrealistic to assume that the City can undertake all of them simultaneously. Therefore, it will be necessary to focus on those that have the greatest potential to accomplish stated goals or those that respond to issues or problems that have been identified within the Growth Area Plan.

The Action Steps listed below should serve as the “to do list” for the City staff will lead this effort, and as over the next 24–48 months to prepare for future development. As the City Commission and its advisory boards develop annual goals in goal setting workshops, they should consult this list to monitor progress. As Action Steps are completed, the plan should be updated to refresh the Action Steps and, using the community indicators, establish new Action Steps. The Growth Area Plan should be formally adopted as an amendment to the City’s Comprehensive Plan in accordance with North Dakota Century Code Chapter 40–48. Adoption of the plan will establish the policy foundation needed to guide zoning decisions, infrastructure investments, and future development within the West Fargo Growth Area.

12–24 MONTH ACTION STEPS

The following narrative describes the priority action steps the City of West Fargo should undertake over the next 12 to 24 months. These efforts are focused on making the most effective use of limited time and resources and are organized around six core areas: code modernization, lagoon strategy, transportation, utilities, funding, and annexation. Taken together, these actions will establish a strong foundation for managed, fiscally responsible growth.

CONDUCT A COMPREHENSIVE CODE UPDATE

The first and most immediate priority is a thorough review and update of the City’s development codes. Outdated or misaligned code provisions can create friction in the development process, delay

project approvals, and undermine the City's ability to attract new investment. A modernized code framework should reflect the City's current growth ambitions and align with the land use patterns envisioned in this plan.

IMPLEMENT A STRATEGY FOR THE LAGOONS

The City's lagoon properties represent a significant development opportunity that requires deliberate, near-term decision-making. A comprehensive lagoon strategy should advance on two parallel tracks.

ADVANCING ECONOMIC DEVELOPMENT READINESS

The lagoon properties carry substantial potential as economic development assets. To unlock that potential, the city should work to strengthen transportation access and regional connectivity to and from the lagoon areas, ensuring that site accessibility is not a barrier to development interest. Simultaneously, the city should pursue "shovel-ready" certification or equivalent status for key sites. Completing the environmental, infrastructure, and platting work that gives prospective employers and developers the confidence to commit.

Attracting new development also requires a strong brand and marketing presence. The City should establish a clear and compelling identity for the lagoon development areas, supported by a targeted marketing platform that reaches the right audiences. This includes identifying the full market potential of the properties by understanding which industry sectors, business types, and investment scales are most likely to locate here. Then, actively expanding outreach to commercial real estate brokers and site selection consultants who serve those markets.

Competitive incentives will play an important role in site selection decisions. The city should clearly document and promote the incentive tools available to prospective businesses, while also aligning regional stakeholders, including county partners, economic development organizations, and state agencies around a shared vision for the area. Alongside economic assets, the city should actively communicate the quality of life and workforce advantages West Fargo and the region offer, as these factors weigh heavily in location decisions.

RESOLVING THE INERT LANDFILL QUESTION

Running concurrently with economic development planning, the City must finalize its decision regarding the potential use of a portion of the lagoon properties as an inert landfill site. This determination will shape how much of the lagoon land is available for development, on what timeline, and under what conditions. A clear decision, in either direction, is necessary before long-range planning for these parcels can be completed.

ADVANCE TRANSPORTATION PLANNING AND INFRASTRUCTURE COORDINATION

Transportation infrastructure is a prerequisite for development in West Fargo's growth areas, and the city must take proactive steps to ensure that utilities and roadways keep pace with growth. The Capital Improvement Program (CIP) should be reviewed and coordinated with an eye toward key corridors such as County Road 17, 19th Avenue, 12th Avenue, and 38th Street. Decisions on where infrastructure extensions and roadway improvements make the most sense in relation to this plan's focused development areas and the broader growth area framework will be key considerations with initial development.

Separately, planning for the 13th Avenue Interchange should advance during this period. This interchange represents a critical connection point for the City's long-term growth, and early engagement with state and regional transportation partners will be essential to keeping this project on a realistic timeline.

COORDINATE UTILITY PLANNING AND CAPACITY

Sound utility planning is foundational to responsible growth, and sanitary sewer and water service require particular attention in the near term.

WATER SERVICE

The city should actively coordinate with Cass Rural Water to plan for future water service within their service area as West Fargo grows. Key issues include the potential need for a new water tower and the achievement of adequate water pressure for fire protection, particularly in industrial areas where demand is higher and for insurance purposes. Several agreements are already in place between the City and Cass Rural Water, but continued expansion will likely require updates to those agreements and will have direct implications for Cass Rural Water's own system planning.

SANITARY SEWER

The city should implement the recommendations from the Moore Engineering Study to guide its approach to sanitary sewer service. This includes initiating the decommissioning of Cell No. 7 and the eventual reshaping of Cells No. 1 and 2 into a temporary 30–40-acre stabilization pond, which may remain in operation for 15 to 20 years depending on the pace of growth. The City should also plan for the future installation of an equalization (EQ) lift station sized to provide both capacity and redundancy for lift station SA-40.

Mapleton Connection

Additionally, the city should continue to pursue the upsizing of the existing 14-inch force main to a 24-inch force main as part of the Mapleton sanitary sewer force main connection to the City of West Fargo. This oversizing would enable sanitary sewer service to extend to the western portion of the Lagoon properties, the Raymond Interchange area and the areas south of I-94 (with the build out of an additional network of lift stations).

EVALUATE AND UPDATE DEVELOPMENT FUNDING STRATEGIES

The current approach to funding new development infrastructure warrants careful review. The city should explore whether hook-up fees, development impact fees, or other cost-recovery tools could more equitably distribute the cost of growth between existing taxpayers and new development. Any such changes should be explored thoughtfully, with attention to the competitive implications with adjacent jurisdictions.

The City's special assessment policy should also be reviewed and, where appropriate, adjusted. The city should continue to monitor how its assessment practices compare with those of neighboring jurisdictions to ensure West Fargo remains competitive while also financially sustainable.

Additionally, the city should consider requiring developers who seek annexation to provide a fiscal impact analysis as part of the development review process. This would give the city a clearer picture of the long-term cost and revenue implications of each annexation request before commitments are made.

STRENGTHEN THE ANNEXATION FRAMEWORK

As development pressure continues to push outward, the city needs a clear, consistent, and defensible annexation process. All existing annexation agreements should be reviewed and updated where necessary.

When the City receives an annexation request, it must have the tools in place to assess the fiscal implications of adding that land to the corporate limits. The City should adopt a policy that places the burden of proof on the developer or landowner seeking annexation, requiring them to demonstrate, through a fiscal impact analysis, that the proposed annexation will not create a long-term cost burden for the City. A phased approach to annexation, in which land is brought into the city incrementally as infrastructure is extended and development commitments are secured, should also be formalized as a standard practice.

Finally, the City should establish a clear policy position on rural residential development within and adjacent to growth areas. This includes defining whether rural residential uses will be permitted, under what conditions, and how such uses will be managed over time as urban development approaches. Clarity on this issue will reduce uncertainty for landowners, developers, and neighboring jurisdictions, and will help preserve the City's ability to develop land efficiently when the time comes.

These Action Steps represent the near-term priorities identified through the West Fargo Growth Area planning process. Progress on these items over the next 12 to 24 months will position the city to manage growth effectively, attract investment, and deliver services in a financially responsible manner.

Item Title: Oracle NetSuite Government ERP Contract Authorization

Presented By: Willy Galindo, Finance Director

Requested Action/Staff Recommendation: Authorize staff and legal counsel to review the Oracle NetSuite contract package, negotiate and finalize agreement terms as appropriate, and prepare a resolution for Commission consideration.

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 terms have been negotiated.

At the June 1, 2026 meeting, documents described as "term sheets" were presented for Commission consideration. Following that meeting, discussions with Oracle clarified that the Professional Services Agreement presented to the Commission was actually Oracle's finalized proposed implementation agreement. Oracle also indicated that it had intended to provide the finalized Subscription Services Agreement as part of the contract package and subsequently submitted that document. Because the City now has Oracle's complete proposed contract package, the staff recommendation has been modified. Staff is now requesting authorization to submit the agreements for legal review, negotiate any necessary revisions, and prepare a final contract package and resolution for future Commission consideration.

Attached Supporting Documents:

- Term Summary
- Subscription Agreement
- Professional Services Agreement
- Cloud Services Agreement

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

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:

June 1, 2026

- **Staff Recommendation:** Authorize Finance Director to execute contract with Oracle NetSuite, based on the presented term sheet and contingent upon satisfactory legal review.
- **Commission Action:** Tabled

Previously Presented Information & Commission Actions:

November 17, 2025

- **Staff Recommendation:** Authorize the Director of Finance to publish the RPF.
- **Commission Action:** Approved

TO: West Fargo City Commission
FROM: Willy Galindo, Finance Director
DATE: June 15, 2026
SUBJECT: Oracle NetSuite Implementation - Financial Terms

ORACLE NETSUITE ERP IMPLEMENTATION

FINANCIAL TERMS



PURPOSE

Acquire and implement Oracle NetSuite for Government as the City's enterprise resource planning (ERP) and budgeting platform.



KEY TERMS

- 5-year software subscription
- Subscription paid annually
- One-time implementation and conversion cost
- Optional additional 5-year renewal at a locked annual rate



COST SUMMARY

COMPONENT	COST
Subscription Services (Years 1–5)	\$360,216
Implementation & Conversion Services	\$429,875
TOTAL INITIAL CONTRACT VALUE	\$790,091
Optional Renewal (Years 6–10)	\$417,988
POTENTIAL 10-YEAR COST	\$1,208,079

**Optional renewal at a locked-in annual rate of \$83,597.67 for years 6–10.*



PAYMENT STRUCTURE

Subscription Services

- Paid annually.

Implementation & Conversion Services

- One-time project cost paid as milestones and deliverables are completed and accepted.

ANNUAL SUBSCRIPTION COST



YEARS 1–5

\$72,043 per year



YEARS 6–10 (OPTIONAL)

\$83,597.67 per year



COMMISSION ACTION REQUESTED

Authorize staff and legal counsel to review the Oracle NetSuite contract package, negotiate and finalize agreement terms as appropriate, and prepare a resolution for Commission consideration.

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA 94065

Name	West Fargo City of	Contact	Willy Galindo
Address	800 4th Ave E West Fargo ND 58078	Phone Number	+1 (701) 515-5010
		Email Address	willy.galindo@westfargond.gov

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
Subtotal					360,216.00

Fee Description	Net Fee
Cloud Services Fees	360,216.00
Net Fees	360,216.00
Total Fees	360,216.00

A. TERMS OF YOUR ORDER

1. Applicable Agreement

a. This order incorporates by reference the terms of the CSA: Public Sector Agreement for Oracle Cloud Services US-CSA-COR-1223747990.a1, and all amendments and addenda and supplemental terms thereto, including the CJIS STCs specified in section A.2 below, (the "Agreement"). The defined terms in the Agreement shall have the same meaning in this order unless otherwise specified herein.

b. **Linking Language.** You acknowledge and agree that the terms and conditions of this ordering document are contingent upon the execution of the Agreement between the parties on or prior to the last signature date of this ordering document. If the parties do not execute the Agreement on or prior to the last signature date of this ordering document, then this ordering document shall be deemed to have no legal effect, even if executed.

2. Applicable Supplemental Terms

Criminal Justice Information Services Supplemental Terms and Conditions ("CJIS STCs") which are attached to the Service Specifications applicable to Cloud Services.

You acknowledge and agree that you have read and understand the CJS STCs which are attached to the Services Specifications for the products and service are being purchased hereunder and which may be accessed at: <http://www.oracle.com/contracts>.

3. Service Specifications

The Service Specifications applicable to the Services ordered may be accessed at <http://www.oracle.com/contracts>.

4. Payment Terms

Net 30 days from invoice date

5. Pricing, Invoicing, and Payment Options

a. In addition to the prices listed in the table(s) above section A, Oracle will invoice you for any applicable freight charges or applicable taxes, and you will be responsible for such charges and taxes notwithstanding any express or implied provision in the "Incoterms" referenced in the Order and Delivery Policies. The Order and Delivery Policies may be accessed at <http://oracle.com/contracts>.

b. You understand that you may receive multiple invoices for the products and/or services you ordered.

c. Invoices will be submitted to you pursuant to Oracle's Invoicing Standards Policy, which may be accessed at <http://oracle.com/contracts>.

6. Currency

US Dollars

7. Offer Valid through

12-AUG-2026

8. Territory

a. You have ordered CommSys Subscription, Hardware Device, and/or Services specified in the table(s) above section A for use in the United States.

b. The Hardware Device (including but not limited to Public Safety Suite Hardware Components) included on this ordering document shall be installed only in the United States.

9. Non-Appropriation

In the event funds are not appropriated for a new fiscal year period, You may terminate this order immediately without penalty or expense; provided, however, that: (a) for each of the 12-month terms of the order, You must provide a purchase order, and (b) Your issuance of each 12-month purchase order shall signify to Oracle that all funds for the given 12-month term have been fully appropriated and encumbered. Notwithstanding the foregoing, You agree to pay for all services performed by Oracle prior to Oracle's receipt of Your notice of non-appropriation.

B. TERMS FOR CLOUD SERVICES

The following terms and conditions apply to the Cloud Services specified in the tables above section A.

1. Services Period

The Services Period for the Services commences on the date stated in this order. If no date is specified, then:

- the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services.

2. Payment Frequency

- Cloud Services Payment Frequency: Quarterly in Arrears

3. No Auto-Renewal

Notwithstanding any statement to the contrary in the Service Specifications, the parties expressly agree that the Services acquired under this order will not Auto-Renew.

4. Optional Renewal Period

You shall have the option to renew the same services listed in the table above section A at the same usage limits for one (1) additional 60-month

renewal period ("Option Renewal Period") for the following annual amounts:

- Option Period 1 \$417,988.37

Professional Services are not included in the Option Renewal Period.

The cloud services listed in the tables above section A may not be renewed at the Option Renewal Period pricing specified above if (i) Oracle is no longer making such cloud services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the cloud services specified in this ordering document.

West Fargo City of		Oracle America, Inc.	
Signature	_____	Signature	_____
Name	_____	Name	_____
Title	_____	Title	_____
Signature Date	_____	Signature Date	_____

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	West Fargo City of	Customer Name	West Fargo City of
Customer Address	800 4th Ave E West Fargo ND 58078	Customer Address	800 4th Ave E West Fargo ND 58078
Contact Name	Willy Galindo	Contact Name	Willy Galindo
Contact Phone	+1 (701) 515-5010	Contact Phone	+1 (701) 515-5010
Contact Email	willy.galindo@westfargond.gov	Contact Email	willy.galindo@westfargond.gov



PROFESSIONAL SERVICES
ORDERING DOCUMENT

Ordering Document Number: US-21571785

Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065	Your Name: City of West Fargo, ND Your Address: 800 4 th Ave E West Fargo, ND 58078
--	--

Oracle Representative:	Matt Sorrell	Your Billing Contact:	Willy Galindo
Address:	2300 Oracle Way Austin, TX 78741	Address:	800 4 th Ave E West Fargo, ND 58078
Phone Number:	262-385-8474	Phone Number:	701-515-5010
Email Address:	matt.sorrell@oracle.com	Email Address:	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
Total Fees and Estimated Expenses				\$429,875.00

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.

City of West Fargo, ND	Oracle America, Inc.
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
Total Fixed Fee		\$390,795.00

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.



PUBLIC SECTOR AGREEMENT FOR ORACLE CLOUD SERVICES

This Public Sector Agreement for Oracle Cloud Services (this "Agreement") is between Oracle America, Inc. ("Oracle," "we," "us," or "our") and the entity that has executed this Agreement as identified in the signature block below ("You" or "Your"). This Agreement sets forth the terms and conditions that govern orders placed under this Agreement.

1. USE OF THE SERVICES

1.1. We will make the Oracle services listed in Your order (the "Services") available to You pursuant to this Agreement and Your order. Except as otherwise stated in this Agreement or Your order, You have the non-exclusive, worldwide, limited right to use the Services during the period defined in Your order, unless earlier terminated in accordance with this Agreement or Your order (the "Services Period"), solely for Your internal business operations. You may allow Your Users (as defined below) to use the Services for this purpose, and You are responsible for their compliance with this Agreement and Your order.

1.2. The Service Specifications describe and govern the Services. During the Services Period, we may update the Services and Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content (as defined below). Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

1.3. You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe intellectual or other property rights; sell, manufacture, market and/or distribute any product or service in violation of applicable laws; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Services, except as permitted in the Service Specifications; (c) perform or disclose any performance or vulnerability testing of the Services without Oracle's prior written approval, except as permitted in the Service Specifications, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Services; or (d) use the Services to perform cyber currency or crypto currency mining ((a) through (d) collectively, the "Acceptable Use Policy"). In addition to other rights that we have in this Agreement and Your order, we have the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

2. FEES AND PAYMENT

2.1. All fees payable are due within 30 days from the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. You will pay any sales, value-added or other similar taxes imposed by applicable law that we must pay based on the Services You ordered, except for taxes based on our income. Fees for Services listed in an order are exclusive of taxes and expenses, unless expressly stated otherwise in Your order.

2.2. If You exceed the quantity of Services ordered, then You promptly must purchase and pay fees for the excess quantity.

2.3. You understand that You may receive multiple invoices for the Services. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, available at <https://www.oracle.com/contracts/cloud-services>.

3. OWNERSHIP RIGHTS AND RESTRICTIONS

3.1. You or Your licensors retain all ownership and intellectual property rights in and to Your Content (as defined below). We or our licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of us under this Agreement.

3.2. You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

3.3. You have the authority to and do grant us the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with this Agreement and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.

3.4. Except as permitted by this Agreement or Your order, You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download, or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party.

4. NONDISCLOSURE

4.1. By virtue of this Agreement, the parties may disclose to each other information that is confidential ("Confidential Information"). Confidential Information shall be limited to the terms and pricing under this Agreement and Your order, Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.

4.2. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

4.3 Subject to applicable law, each party agrees not to disclose the other party's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, we will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law.

4.4 The parties acknowledge and agree that You and this Agreement are subject to applicable freedom of information or open records laws. Should You receive a request under such law for Oracle's Confidential Information, You agree to give Oracle adequate prior notice of the request and before releasing Oracle's Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive relief or other relief against such disclosure.

5. PROTECTION OF YOUR CONTENT

5.1. In order to protect Your Content provided to Oracle as part of the provision of the Services, Oracle will comply with the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at <https://www.oracle.com/contracts/cloud-services>.

5.2. To the extent Your Content includes Personal Information (as that term is defined in the applicable data privacy policies and the Data Processing Agreement (as defined below)), Oracle will furthermore comply with the following:

- a. the relevant Oracle privacy policies applicable to the Services, available at <http://www.oracle.com/us/legal/privacy/overview/index.html>; and
- b. the applicable version of the Data Processing Agreement for Oracle Services (the "Data Processing Agreement"), unless stated otherwise in Your order. The version of the Data Processing Agreement applicable to Your order (i) is available at <https://www.oracle.com/contracts/cloud-services> and is incorporated herein by reference, and (ii) will remain in force during the Services Period of Your order. In

the event of any conflict between the terms of the Data Processing Agreement and the terms of the Service Specifications (including any applicable Oracle privacy policies), the terms of the Data Processing Agreement shall take precedence.

5.3. Without prejudice to Sections 5.1 and 5.2 above, You are responsible for (a) any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Personal Information) as part of the Services, (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, and (c) any use by You or Your Users of the Services in a manner that is inconsistent with the terms of this Agreement and/or Your order. To the extent You disclose or transmit Your Content to a third party, we are no longer responsible for the security or confidentiality of such content outside of Oracle's control.

5.4. Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any data that imposes specific data security, data protection, or regulatory obligations on Oracle in addition to or different from those specified in the Data Processing Agreement, Service Specifications or this Agreement. If Your Content includes any of the foregoing data (e.g., certain regulated health or payment card information), Oracle will process such data only pursuant to the terms of Your order, the Data Processing Agreement, Service Specifications and this Agreement. You are responsible for complying with Your specific regulatory, legal or data security obligations which may apply to such data. If available for the Services, You may purchase additional services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address specific data security, data protection or regulatory requirements applicable to such data.

6. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

6.1. Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. We warrant that during the Services Period we will perform the Services using commercially reasonable care and skill and in all material respects as described in the Service Specifications (the "Services Warranty"). If the Services provided to You were not performed as warranted, You must promptly provide us with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying us of the deficiency in the Services).

6.2. WE DO NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT WE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF WE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND WE WILL REFUND TO YOU THE FEES PAID FOR THE DEFICIENT SERVICES FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.

6.3. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY

7.1. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION.

7.2. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE ORACLE

PRODUCTS OR SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

8. INDEMNIFICATION

If a third party makes a claim against either You or Oracle ("Recipient," which may refer to You or us, depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or us ("Provider," which may refer to You or us depending on which party provided the Material) infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will, to the extent not prohibited by law, defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defense and any settlement negotiations to the extent permitted by law; and
- c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

8.1. If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects our ability to meet obligations under the relevant order, then we may, upon 30 days' prior written notice, terminate the order and refund any unused, prepaid fees for the Services under the terminated order. If such Material is third party technology and the terms of the third party license do not allow us to terminate the license, then we may, upon 30 days' prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

8.2. The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, or (b) uses a version of the Material which has been superseded (and the Recipient has been notified in writing of the new version), if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any material not furnished by the Provider. We will not indemnify You to the extent that an infringement claim is based on Third Party Content or any material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party web page accessed via a hyperlink, marketing data from third party data providers, etc.).

8.3. This Section 8 provides the parties' exclusive remedy for any claims or damages under Section 8.1.

9. TERM AND TERMINATION

9.1. Unless this Agreement is terminated earlier, You may place orders governed by this Agreement for a period of five years from the date You accept this Agreement. Even if terminated, this Agreement will continue to govern any order for the duration of the Services Period of such order.

9.2. Services shall be provided for the Services Period defined in Your order. Notwithstanding anything to the contrary in the Service Specifications, the Services You order will not be automatically renewed.

9.3. We may suspend Your and/or Your Users' access to, or use of, the Services if we believe that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; (c) there is a violation of the Acceptable Use Policy; or (d) You provided false account or payment information or Your digital payment method is refused. When reasonably practicable and lawfully permitted, we will provide You with advance notice of any such suspension. For Services with the applicable operational capability, Oracle will

use reasonable efforts to limit any suspension only to the portion of the Services related to the issue causing suspension. We will use reasonable efforts to re-establish the Services promptly after we determine that the issue causing the suspension has been resolved. During any suspension period, we will make Your Content (as it existed on the suspension date) available to You. Any suspension under this Section shall not excuse You from Your payment obligations.

9.4. If either of us breaches a material term of this Agreement or any order and fails to correct the breach within 30 days of written specification of the breach (provided in accordance with Section 16.1 below), then the breaching party is in default and the non-breaching party may terminate (a) in the case of breach of any order, the order under which the breach occurred; or (b) in the case of breach of this Agreement, this Agreement and any orders that have been placed under this Agreement. If we terminate any orders as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the terminated order(s) plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement and/or Your order, You may not use those Services ordered.

9.5 You may terminate this Agreement at any time without cause by giving Oracle 30 days prior written notice of such termination. Termination of the Agreement will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if this Agreement were still in full force and effect. However, those orders may not be renewed or extended subsequent to termination of this Agreement.

9.6 At the end of the Services Period, we will make Your Content (as it existed at the end of the Services Period) available for retrieval by You during a retrieval period specified in the Service Specifications. Following the retrieval period, and except as may be required by law, we will delete any of Your Content that remains in the Services. Our data deletion practices are described in more detail in the Service Specifications.

9.7 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

10. THIRD PARTY CONTENT, SERVICES AND WEBSITES

10.1. The Services may enable You to link to, transfer Your Content or Third Party Content to, or otherwise access, third parties' websites, platforms, content, products, services, and information ("Third Party Services"). Oracle does not control and is not responsible for Third Party Content or Third Party Services. You are solely responsible for complying with the terms of access and use of Third Party Services, and if Oracle accesses or uses any Third Party Services on Your behalf to facilitate performance of the Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorized by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third Party Content from the Services to a Third Party Service or other location, that transfer constitutes a distribution by You and not by Oracle.

10.2. Any Third Party Content we make accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. We disclaim all liabilities arising from or related to Third Party Content.

10.3. You acknowledge that: (a) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (b) features of the Services that interoperate with Third Party Services, such as Facebook™, YouTube™ and Twitter™, etc., depend on the continuing availability of such third parties' respective application programming interfaces (APIs). We may need to update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. Any change to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

11. SERVICE MONITORING, ANALYSES AND ORACLE-PROVIDED SOFTWARE

11.1. We continuously monitor the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing

in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

11.2. We may (a) compile statistical and other information related to the performance, operation and use of the Services, and (b) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (above clauses (a) and (b) are collectively referred to as "Service Analyses"). We retain all intellectual property rights in Service Analyses.

11.3. We may provide You with the ability to obtain certain Oracle-provided Software (as defined below) for use with the Services. Unless we specify that separate terms will apply to Oracle-provided Software, any Oracle-provided Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use, and allow Your Users to use, such Oracle-provided Software, subject to the terms of this Agreement and Your order, solely to facilitate Your authorized use of the Services. Your right to use any Oracle-provided Software will terminate upon the earlier of our notice (by web posting or otherwise) or the end of the Services associated with the Oracle-provided Software. Your right to use any part of the Oracle-provided Software that is licensed under the separate terms is not restricted in any way by this Agreement.

12. HARDWARE DEVICES

The terms in this Section 12 (Hardware Devices) only apply to an order which includes a Hardware Device.

12.1. Your order may include a Hardware Device (as defined below), which You may use with the applicable Services as described in the Service Specifications. The terms of this Agreement and Your order (including those terms that refer to Services) govern Hardware Devices, the Operating System and Integrated Software (both as defined below), unless expressly stated otherwise in this Section 12, or if the terms by their nature would be inapplicable to Hardware Devices.

12.2. We provide a limited warranty for Hardware Devices as described in the Oracle Hardware Warranty available at <http://www.oracle.com/contracts/hardware>. Any changes to the Oracle Hardware Warranty will not apply to Hardware Devices ordered prior to such change.

12.3. We provide technical support services for Hardware Devices as described in the Service Specifications and/or Oracle's Hardware and Systems Support Policies in effect at the time the technical support services are provided (available at <http://www.oracle.com/contracts/hardware>), as applicable.

12.4. With respect to our indemnification for Hardware Devices under Section 8, notwithstanding the provisions of Section 8.2, if we believe or it is determined that the Hardware Device (or portion thereof) may have violated a third party's intellectual property rights, we may choose to either replace or modify the Hardware Device (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, we may remove the applicable Hardware Device (or portion thereof) and refund the net book value for the Hardware Device.

12.5. "Hardware Device" is defined as hardware that meets both of the following requirements: (a) the hardware is managed by or used as part of the Services, and (b) the hardware is designated as a Hardware Device by Oracle. Title to Hardware Devices will transfer to You upon delivery to You unless otherwise specified in Your order.

12.6. "Operating System" refers to the software that manages the Hardware Device. You have the right to use the Operating System delivered with the Hardware Device (and any updates acquired through our technical support services) only as incorporated in, and as part of, the Hardware Device and subject to the terms of the license agreement(s) delivered with or on the Hardware Device. Current versions of the license agreements are located in the documentation for the Hardware Device.

12.7. "Integrated Software" refers to any software or programmable code that is embedded or integrated in a Hardware Device and enables the functionality of the Hardware Device. Integrated Software does not include and You do not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, development tools, or system management software or other code that is separately licensed by us or a third party. You have the limited, non-exclusive right to use Integrated Software

delivered with a Hardware Device (and any updates acquired through our technical support services) only as incorporated in, and as part of, the Hardware Device and subject to any terms delivered with or on the Hardware Device and/or in the applicable documentation.

12.8. We or our licensors retain all ownership and intellectual property rights in and to the Operating System and Integrated Software. The Hardware Device may contain or require the use of third party technology that is provided with or pre-installed on the Hardware Device. Third party technology is licensed under terms which we may provide to You (i) with or on the Hardware Device, (ii) in the applicable product documentation, (iii) in the readme files, or (iv) in the notice files. Your right to use this third party technology under separate license terms are not restricted in any way by this Agreement. We do not warrant or provide any technical support services for this third party technology.

12.9. The Operating System or Integrated Software may include separate works, identified in a readme file, notice file or the applicable documentation, which are licensed under open source or similar license terms; Your rights to use the Operating System and Integrated Software under such terms are not restricted in any way by this Agreement. The appropriate terms associated with these separate works can be found in the readme files, notice files or in the documentation accompanying the Operating System and Integrated Software. For software (i) that is part of the Operating System or Integrated Software and (ii) that You receive from us in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from <https://oss.oracle.com/sources/> or <http://www.oracle.com/goto/opensourcecode>. If the source code for the software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

13. EXPORT

13.1. Export control and economic sanctions laws and regulations ("export laws") of the United States and any other relevant local export laws apply to the Oracle Products and Services ordered under this Agreement. Such export laws govern use of the Oracle Products and Services (including technical data) and any Oracle products or services deliverables provided under this Agreement, and You and we each agree to comply with all such export laws (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from the Oracle products or services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

13.2. You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

14. FORCE MAJEURE

Neither You nor we shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including, without limitation, an embargo, economic sanction or the denial or cancellation of any export, import or other license); or other event outside the reasonable control of the obligated party. Both You and we will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of You or we may cancel unperformed Services and affected orders upon written agreement. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

15. UCITA

The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.

16. NOTICE

16.1. Any notice required under this Agreement shall be provided to the other party in writing. If You have a legal dispute with us or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway Redwood Shores, CA 94065, Attention: General Counsel, Legal Department.

16.2. We may give notices applicable to our Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You (a) by electronic mail to Your e-mail address on record in our account information or (b) by written communication sent by first class mail or pre-paid post to Your address on record in our account information.

16.3. You may register to receive notice of updates to the Oracle Cloud Hosting and Delivery Policies and the Data Processing Agreement (and certain other Service Specifications made available by Oracle) at <http://www.oracle.com/contracts/cloud-services>.

17. ASSIGNMENT

You may not assign this Agreement or give or transfer the Services or any interest in the Services to another individual or entity.

18. OTHER

18.1. We are an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.

18.2. Our business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. Even if recommended by us, we are not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts or omissions of any business partner or third party, unless the business partner or third party is providing Services as our subcontractor or is otherwise engaged by Oracle in connection with performance of its obligations under this Agreement, and, if so, then only to the same extent as we would be responsible for our resources under this Agreement.

18.3. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

18.4. Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

18.5. Prior to entering into an order governed by this Agreement, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

19. ENTIRE AGREEMENT

19.1. You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Oracle Products and Services ordered by You and supersedes all prior or contemporaneous agreements, proposals, negotiations, demonstrations or representations, written or oral, regarding such Oracle Products and Services.

19.2. It is expressly agreed that the terms of this Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document, and no terms included in

any such purchase order, portal, or other non-Oracle document shall apply to Your order. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. This Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of You and of Oracle; however, Oracle may update the Service Specifications, including by posting updated documents on Oracle's websites. No third party beneficiary relationships are created by this Agreement.

20. AGREEMENT DEFINITIONS

20.1. **"Oracle-provided Software"** means any software agent, application or tool that Oracle makes available to You specifically for purposes of facilitating Your access to, operation of, and/or use with, the Services.

20.2. **"Program Documentation"** refers to the user manuals, help windows, readme files for the Services and any Oracle-provided Software. You may access the documentation online at <http://oracle.com/contracts> or such other address specified by Oracle.

20.3. **"Service Specifications"** means the following documents, as applicable to the Services under Your order: (a) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Oracle Corporate Security Practices; (b) Oracle's privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-Cloud Oracle service offerings acquired under Your order, such as professional services: the Oracle Cloud Hosting and Delivery Policies and Program Documentation. The following do not apply to any Oracle-provided Software: the Oracle Cloud Hosting and Delivery Policies.

20.4. **"Third Party Content"** means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data. Third Party Content includes third-party sourced materials accessed or obtained by Your use of the Services or any Oracle-provided tools.

20.5. **"Users"** means, for Services, those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with this Agreement and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Services to interact with You, such third parties will be considered "Users" subject to the terms of this Agreement and Your order.

20.6. **"Your Content"** means all software, data (including Personal Information), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by You or any of Your Users that is stored in, or run on or through, the Services. Services under this Agreement, Oracle-provided Software, other Oracle Products and Services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content." Your Content includes any Third Party Content that is brought by You into the Services by Your use of the Services or any Oracle-provided tools.

21. CLOUD SERVICES AGREEMENT EFFECTIVE DATE

The Effective Date of this Cloud Services Agreement is _____. (DATE TO BE COMPLETED BY ORACLE)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. THE SIGNATURE BLOCK FOR THIS AGREEMENT FOLLOWS IMMEDIATELY ON THE NEXT PAGE.

Company Name: City of West Fargo, ND

Oracle America, Inc.

Authorized Signature: _____

Authorized Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signature Date: _____

Signature Date: _____

Agreement No.: US-CSA-COR-1223747990.a1

Item Title: Project No. 1359 – Sanitary Sewer Improvements (Mapleton/West Fargo Force Main Connection)

Requested Action/Staff Recommendation: Approve MOU with City of Mapleton

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

New Information:

At the April 20, 2026, meeting, the City Commission approved modifying the Sewer Agreement ("Agreement") with Mapleton to include the upsizing of the force main east of 38th Street NW. The Agreement has been modified to include this work and is being presented for approval.

Background & Project Summary:

In May of 2019, the City of West Fargo entered into a Sewer Agreement with the City of Mapleton for the purposes of Mapleton to pump their sewage flows to West Fargo. This agreement has been modified to reflect current uses, flows and rates as calculated by the Public Works Department.

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

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

Financial Analysis:

An Engineer's Report detailing the work and estimated cost to the city of having the force main oversized is anticipated to be presented to the City Commission at an upcoming Commission Meeting.

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

The funds used to pay for these improvements could be Capital Improvement Sales Tax, Economic Development Sales Tax or a bond/loan. This is yet to be determined. The upcoming Engineer's Report will include a more detailed cost analysis with additional information on the service area of the force main

along with a recommendation of how to pay for these improvements and an estimated proposed hook-up fee to reimburse the city for these improvements as well as.

Supporting Documents:

- Revised Sewer Agreement with Mapleton

Previously Presented Information & Commission Actions:

May 4, 2026 –

- **Staff Recommendation:** Create Project No. 1359 and Direct Engineer to prepare an Engineer's Report
- **Commission Action:** Commissioner Olson moved and Commissioner Anderson seconded to approve. No opposition, motion carried.

(Additional actions taken with respect to this project presented under Project No. 9021)

Project No. 9021 - Previously Presented Information:

April 20, 2026 –

- **Staff Recommendation:** Approve modifying the Sewer Agreement with Mapleton to include the upsizing of the force main east of 38th Street NW.
- **Commission Action:** Commissioner Olson moved and Commissioner Anderson seconded to approve. No opposition, motion carried.

West Fargo City Commission

Bernie Dardis, Commission President

Brad Olson, Commission Vice President

Roben Anderson, Rory Jorgensen, Amy Zundel, Commissioners

Dustin Scott, City Administrator

REVISED SEWER AGREEMENT

by and between

CITY OF WEST FARGO, NORTH DAKOTA

and

CITY OF MAPLETON, NORTH DAKOTA

Dated _____, 2026

REVISED SEWER AGREEMENT

THIS REVISED SEWER AGREEMENT (the “Revised Agreement”) is made and entered into this _____ day of _____, 2026 (the “Effective Date”), by and between the City of West Fargo, North Dakota, a municipal corporation and home rule city (“West Fargo”), and the City of Mapleton, North Dakota, a municipal corporation and home rule city (“Mapleton”).

WHEREAS, West Fargo is a municipal corporation and home rule city under the laws of the State of North Dakota; and

WHEREAS, Mapleton is a municipal corporation and home rule city under the laws of the State of North Dakota; and

WHEREAS, Chapter 40-34 of the North Dakota Century Code (N.D.C.C.) authorizes municipalities, either individually or jointly by agreement, to own, acquire, construct, equip, extend, and improve, operate, and maintain, either within or without the corporate limits of the municipality, intercepting sewers, including pumping stations and a plant or plants for the treatment, purification, and disposal in a sanitary manner of liquid waste and sewage; and

WHEREAS, Mapleton desires to utilize West Fargo’s sewer services and has determined that the most desired manner of handling liquid waste and sewage produced in Mapleton is to connect with and use the wastewater collection and treatment facilities of West Fargo, which in turn uses the treatment facilities of the City of Fargo, North Dakota (the “City of Fargo”); and

WHEREAS, Mapleton desires to decommission and remove its system of wastewater treatment during the term of this Revised Agreement; and

WHEREAS, Chapter 40-34 of the N.D.C.C. requires that agreements between cities regarding the disposal of liquid waste and sewage be reduced to writing; and

WHEREAS, the parties previously entered into a Sewer Agreement, dated May 14, 2019 (the “Agreement”), for Mapleton to utilize West Fargo’s wastewater collection and treatment facilities; and

WHEREAS, with the development of Mapleton’s infrastructure, West Fargo and Mapleton now desire to enter into this Revised Agreement and replace the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the parties hereto as follows:

1. Intent and Purpose. This Revised Agreement amends, replaces, supersedes, and terminates the Agreement and will serve as the agreement, as required by N.D.C.C. ch. 40-34, between Mapleton and West Fargo for Mapleton to utilize West Fargo’s wastewater collection and treatment facilities as set forth herein. Nothing in this Revised Agreement, however, will invalidate or nullify any actions, obligations, or

responsibilities having arisen under the Agreement prior to the effective date of this Revised Agreement.

2. Construction of Sewage Lines. Mapleton, at its sole cost and expense, will be responsible for the procurement and installation of a 14" sewer force main (the "Sewer Line") from Mapleton's lift station to a point of connection at or near West Fargo's sanitary lift station SA 40 (the "Point of Connection") located southwest of the West Fargo City Public Works building. Mapleton is responsible for designing and constructing the Sewer Line in accordance with the sizing requirements set forth in Section 10 and is responsible for acquiring all property interests needed for the Sewer Line, including those necessary from West Fargo. Mapleton is additionally responsible for obtaining and maintaining any governmental approvals, permits, and licenses necessary for the Sewer Line.

Additionally, Mapleton will include an alternate bid when soliciting bids for the Sewer Line to include an oversizing of Mapleton's proposed 14 inch diameter sewer force main pipe to a 24 inch diameter sewer force main pipe (the "Oversizing") to be constructed from a mutually agreed upon location near 38th Street Northwest (the "Point of Oversizing") to the Point of Connection to accommodate future growth areas of West Fargo.

3. Cost Participation. Mapleton will be responsible for installation, and all costs related thereto, of the 14" Sewer Line to the Point of Connection. Mapleton will additionally be responsible for the initial costs of procurement and installation of metering equipment at the point of connection.

If Mapleton awards the Oversizing of the Sewer Line following consultation with, and consent from, West Fargo, West Fargo will be responsible for the incremental cost between the base bid and the Oversizing bid alternate. The incremental cost will be determined by subtracting the lowest base bid received from the total of the awarded base bid plus Oversizing alternate.

West Fargo will additionally be responsible for all costs and expenses associated with the Oversizing. Upon incurring costs or expenses related to the Oversizing, Mapleton will invoice West Fargo for such costs and expenses. West Fargo will remit payment to Mapleton within 30 calendar days of the receipt of an invoice, less any disputed amounts. West Fargo will notify Mapleton of any disputed amounts and request supporting documentation. Within 30 days following receipt of supporting documentation, West Fargo will remit payment for any disputed amounts that have been substantiated. The parties will work in good faith to resolve any disputed Oversizing costs and expenses, and West Fargo will not unreasonably dispute payment of Oversizing costs and expenses.

Mapleton will consult with, and receive consent from, West Fargo regarding any change orders relating to the Oversizing, to the extent allowable under the construction contract and requirements of Mapleton's project financing.

4. Type of Sewage. West Fargo and Mapleton agree that Mapleton will utilize the Sewer Infrastructure, as defined herein, only for usual and ordinary sewage generated by the normal, user-type on a particular type of property that is connected to the Mapleton sewer system, including the usual and ordinary sewage generated by residential, commercial, and industrial users of Mapleton, and does not include or cover any user which may introduce toxic or industrial waste into the sewage collection system. Additionally, sewage sent to West Fargo by Mapleton must be generated by properties located within the city limits of Mapleton or by those who may connect directly to the Sewer Line as set forth herein.
5. Industrial Users.
 - (A) Mapleton agrees and covenants that it will require all industrial properties and users connected to Mapleton's sewer system to pre-treat all industrial sewage prior to discharge into the sewer system to prevent the discharge of slugs or excess biological oxygen demand (BOD). An industrial property or user to Mapleton's sewer system must be required to pre-treat its sewage to strength equal to or less than that of normal domestic-strength sewage. Mapleton will be responsible for enforcement of the requirements of this section.
 - (B) Prior to Mapleton sending sewage to the Point of Connection, Mapleton must apply for and obtain an Industrial User Permit from West Fargo, which will outline testing requirements and limits. Mapleton will provide the testing requirements and limits to all industrial users connected, or desiring to connect to, Mapleton's sewer system.
6. Maintenance and Repair.
 - (A) Mapleton will be responsible for the operation, maintenance, repair, rehabilitation, and replacement of the Sewer Line. If the Oversizing is awarded, the Sewer line includes all infrastructure upstream of the Point of Oversizing which conveys wastewater from Mapleton to the City of West Fargo, including the meter pit structure at the Point of Oversizing.
 - (B) West Fargo will be responsible for operation, maintenance, repair, rehabilitation, and replacement of all Sewer Infrastructure. If the Oversizing is awarded, the Sewer Infrastructure includes all infrastructure downstream of the Point of Oversizing. owned, operated, and maintained by West Fargo commencing at the Point of Connection and that exist downstream of the Point of Connection to convey wastewater to the City of Fargo (the "Sewer Infrastructure"). The Sewer Infrastructure includes the meter pit and the metering equipment at the Point of Connection and at the Point of Oversizing for measuring flows, which will be owned by West Fargo.
 - (C) The parties recognize that period interruptions in wastewater collection service will occur and may be necessary as a result of maintenance, repair,

rehabilitation, or replacement of the Sewer Infrastructure. West Fargo will provide reasonable advanced notice to Mapleton in the event that the maintenance, repair, rehabilitation, or replacement of Sewer Infrastructure will impact the wastewater collection service. West Fargo will use its best efforts to minimize the interruption to services and will keep Mapleton informed on the length of the interruption. In the event of an emergency that will interrupt service, West Fargo will notify Mapleton as soon as reasonably practicable. In no event will any liability accrue against West Fargo or any of its officers, employees, or representatives for any damages or inconvenience, direct or indirect, arising from any discontinuance or reduction in services as a result of breakdowns, maintenance, repairs, rehabilitation, or replacements.

- (D) If the sewer infrastructure owned, operated, and maintained by one party causes damage to the sewer infrastructure owned, operated, and maintained by the other party, then the party whose sewer infrastructure is damaged shall notify the damaging party, in writing, of the damage, and the parties will work in good faith for the damaging party to repair the damage to the other party's infrastructure. If the parties dispute the cause of the damage, then the dispute shall proceed through the dispute resolution procedures set forth herein.

- 7. Rate Schedule. West Fargo and Mapleton agree that beginning on the Effective Date of this Revised Agreement, and continuing for a period of twenty (20) years, the rate that West Fargo will charge Mapleton under this Revised Agreement will be the rate the City of Fargo charges West Fargo under the current Sewer Agreement by and between the City of Fargo and West Fargo for wastewater treatment services (the "Fargo Agreement"), plus \$0.87 per 1,000 gallons. The parties agree the fixed rate the City of Fargo is charging West Fargo pursuant to the Fargo Agreement for the calendar year 2026 is \$3.71 per 1,000 gallons. West Fargo will notify Mapleton when it receives notification of a rate increase from the City of Fargo. The rate charged to Mapleton by West Fargo may be reviewed upon request of either party, no more frequently than every two (2) years. The rates charged will cover Mapleton's entire allocated share of the operation and routine maintenance and repair costs of the Sewer Infrastructure.

- 8. Payments Due to West Fargo.

- (A) West Fargo will submit monthly invoices to Mapleton for furnished sewer services. In the event that a dispute with respect to billing cannot be resolved, the parties agree to first submit the billing dispute to non-binding mediation. Mapleton will timely remit all non-disputed amounts to West Fargo.
- (B) Payment will be due to West Fargo within thirty (30) calendar days after the invoice date, after which time West Fargo may add interest to the charges at a rate of one percent (1%) per month. If West Fargo establishes a rate of interest to charge its own residents for delinquent sewer bills that exceeds one percent (1%) per month, the rate set for West Fargo residents will supersede the interest rate assessed under this Revised Agreement. West Fargo will provide Mapleton

with written notice of said interest rate increase.

- (C) In the event of a meter failure or some other reason that prevents either party from obtaining meter readings, the parties agree to meet and confer, in good faith, to determine an appropriate alternative approach or method to establish usage and, in turn, billing for sewer services. If the previous year's data is available, the average of the previous year's period in question should be used to approximate the billing to accommodate the fluctuations of seasonal flows. If no other alternative approach is determined, then previous daily averages, accommodating seasonal variations, will be used for billing purposes. For purposes of this Revised Agreement, the term "good faith" means the observance of reasonable commercial standards of fair dealing in a given trade or business.
9. Mapleton Billing. Mapleton will have the responsibility of invoicing and collecting sewer service charges from its residents, users, and properties served. Mapleton retains the sole and exclusive authority over the means, methods, and rates billed to its residents but must timely remit invoiced amounts to West Fargo regardless of whether Mapleton's residents, users, or properties served timely remit invoices to Mapleton.
10. Number of Users and Future Expansion. The Sewer Line and Sewer Infrastructure will be designed to accommodate the current and future wastewater flows from Mapleton. The Sewer Line from the Point of Oversizing will additionally be designed to accommodate the additional sewage from West Fargo's future growth area; provided, however, Mapleton will have first priority use of the Sewer Line up to the anticipated flow capacities set forth herein. Mapleton reserves the right to charge its users a connection fee for connecting to its collection system. As of the Effective Date, Mapleton has _____ () connections to its wastewater collection system. Mapleton agrees to provide West Fargo a summary of connections for any additional properties in the given calendar year at the end of each calendar year. It is anticipated that other users may connect to the system of Mapleton along the Sewer Line, outside of the Mapleton city limits, and that Mapleton will have exclusive access to the capacity of the Sewer Line to be constructed and installed by Mapleton, and exclusive rights to charge a connection fee for the Sewer Line. Mapleton agrees, covenants, and warrants that the capacity of the system will be based upon the Ten-States Standard. The Sewer Line will be designed for an ultimate average daily flow (40-year projection) of 2.26 MGD at a flow rate of 1,600 GPM; the future average daily flow (5-year projection) of 0.130 MGD; and a peak daily flow of 0.875 MGD at a flow rate of 1,250 GPM. The current average daily flow is 0.100 MGD, with a current peak daily flow of 0.700 MGD at a peak flow rate of 1,250 GPM. The Sewer Infrastructure will continue, throughout the term of this Revised Agreement, to accommodate the current flows from Mapleton and a 5-year projection to accommodate additional connections to Mapleton's system for the future flows. The Ten-States Standard is the current Recommended Standards for Wastewater Facilities published by the Great Lakes-Upper Mississippi River Board of Provincial Public Health and Environmental Managers. There is no minimum flow rate that Mapleton must maintain.

11. Termination in the Event that the Courts Invalidate this Revised Agreement. If, prior to the commencement of construction of the Sewer Line, this or a similar type sewer service agreement is held by courts having jurisdiction over this Revised Agreement, whether federal or state, to be illegal, neither West Fargo nor the members of the West Fargo Board of City Commissioners will be held liable in any way to Mapleton or its governing body, wastewater users, or assigns, and West Fargo will have the unquestionable right to terminate this Revised Agreement and discontinue said sewer service to Mapleton without any liability whatsoever.
12. Termination of this Revised Agreement by West Fargo. In addition to those reasons otherwise set forth herein, West Fargo will be entitled to terminate this Revised Agreement for the following reasons:
 - (A) Non-Payment or Refusal to Shut off
 - (1) Non-payment of sewer charges established by this Revised Agreement when such payment has not been made within sixty (60) calendar days of its due date.
 - (2) Mapleton fails or refuses to enact amendments to its sewerage ordinance as may be adopted from time to time by West Fargo, or Mapleton fails or refuses to enact additional sewage ordinances or amendments thereto similar to those adopted by West Fargo that may be required or requested by the United States Environmental Protection Agency, the North Dakota Department of Health, or such other governmental entity with supervisory or regulatory control over West Fargo regarding its sewerage system.
 - (B) Unauthorized Sources of Wastewater. West Fargo will be entitled to terminate this Revised Agreement or refuse to perform maintenance and repair work on the Sewer Infrastructure if Mapleton fails to enforce its ordinances pertaining to:
 - (1) the discharge of roof down spouts, foundation drains, area drains, or other sources of surface runoff for ground water into the sewer system, except as may be permitted under a seasonal waiver as set forth by a Mapleton ordinance, excepting such situations described herein existing on properties as of the Effective Date of this Revised Agreement; or
 - (2) terminating the service of an individual user if that user violates the provisions of the ordinances of Mapleton that are equivalent to Sections 9-0320 and 9-0321 of the ordinances of West Fargo, or any amendments thereto, dealing with prohibited waste in the sewer system, or that a user improperly discharges into the system toxic or industrial waste or intentionally damages any part of the project.

- (C) Notice To Correct. Except when a state of emergency has been declared by the Mayor of West Fargo or the Mayor of Fargo, West Fargo will not terminate service or refuse to perform maintenance or repair service on the Sewer Infrastructure without first providing written notice and a sixty (60) calendar day opportunity to cure to Mapleton. In the event of an alleged violation, West Fargo must deliver written notice to Mapleton. Mapleton will have sixty (60) calendar days after notice is delivered to cure the alleged violation and notify West Fargo thereof or to terminate service to the offending user. If the violation is not cured within said sixty (60) calendar day period, or if service is not terminated, then West Fargo may terminate this Revised Agreement or refuse to perform maintenance or repair service on the Sewer Infrastructure.
13. Termination of this Revised Agreement by Mutual Consent. The parties may mutually agree, in writing, to terminate this Revised Agreement. Additionally, the parties recognize that this Revised Agreement is contingent upon the City of Fargo continuing to provide wastewater treatment services to West Fargo. In the event that the City of Fargo no longer provides such services to West Fargo, the parties will, in good faith, negotiate whether this Revised Agreement can continue, and, if not, then the parties will mutually agree to terminate this Revised Agreement.
14. Emergency Circumstances.
- (A) In the event the Sewer Infrastructure is at or above capacity due to flooding, spring melt, major rainfall, or other emergency circumstances, Mapleton will temporarily divert flows to its equalization pond at the request of a Designated Representative, provided that the Designated Representative will provide Mapleton as much notice of such event as is possible under the circumstances.
- (B) Mapleton will provide storage capacity in its equalization pond to store a minimum of one (1) week's volume of wastewater with no discharge to West Fargo. If the emergency circumstance extends beyond one (1) week, then Mapleton will have a plan in place to retain or dispose of sewage until the emergency situation has subsided.
- (C) If Mapleton is requested to divert flows under this section, the Designated Representatives of Mapleton and West Fargo will communicate at least once each day to determine the earliest time that wastewater flows may resume. If acceptable to both parties, wastewater flows may resume at a reduced pumping rate until Mapleton's allocated capacity in the Sewer Infrastructure is available.
- (D) The parties will review storage requirements in Mapleton's equalization pond with each amendment of this Revised Agreement.
- (E) The following individuals are identified as Designated Representatives who may interrupt services as set forth herein:
- (1) Mapleton: Public Works Director

(2) West Fargo: Senior Director of Public Works

(3) Fargo: Water Reclamation Utility Director

15. Conditions Precedent. The obligations of Mapleton under this Revised Agreement are contingent upon Mapleton obtaining all easements and approvals necessary for the improvements for the Sewer Line to the Point of Connection.
16. Required Enforcement. Mapleton will take appropriate steps to enforce its sewage ordinance, as amended from time to time, including a program of inspections to determine and enforce compliance therewith by its users of the sewage system.
17. Indemnification and Release.
- (A) As permitted by applicable law, both parties will defend and hold harmless each other and each other's officers, employees, and representatives from and against any and all claims by or on behalf of any person or persons for damages caused by sewage backup occurring to a user and for injury or property damage arising from the use or condition of the sewage system, or from the use or condition of the force main or collection system under normal conditions. Said indemnity and hold harmless obligation will also apply to claims made for damages resulting from excessive rainfall or snow-melt conditions or other acts of God.
- (B) Nothing herein will be deemed a waiver by West Fargo or Mapleton of the limitations on liability set forth in N.D.C.C. § 32-12.1-03, and each party's obligation to indemnify, hold harmless, and defend the other party will be limited by the limitations on liability set forth in N.D.C.C. § 32-12.1-03, less any amounts which that party is required to pay on its own account, or on account of that party's officers, employees, or representatives.
- (C) Under no circumstances will a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in N.D.C.C. § 32-12.1-03 applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for each party.
18. Term of Agreement. The term of this Agreement is twenty (20) years commencing on the Effective Date. This Agreement may be extended by mutual agreement of the parties. The parties agree to revisit and renegotiate the extension of this Agreement, in good faith, prior to the expiration of said twenty (20) year period.
19. Commencement of Work. Mapleton will notify West Fargo prior to commencing any construction work related to the Sewer Line, the Point of Oversizing, and the Point of Connection. Mapleton must receive written approval from the City of West Fargo prior to putting the Sewer Line into service for West Fargo to start accepting sewage.

20. Notices. West Fargo and Mapleton agree that whenever written or oral notice is required pursuant to this Revised Agreement, each party will provide notice to the parties' representatives. West Fargo and Mapleton agree that the following individuals are designated as the parties' representatives:

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

Public Works Director
810 12th Avenue Northwest
West Fargo, ND 58078

Mapleton: City Auditor
 Public Works Director
 PO Box 9
 651 2nd Street
 Mapleton, ND 58059

21. Modification. This Revised Agreement contains the entire understanding of the parties. It may not be changed orally but only upon an agreement in writing approved by both West Fargo and Mapleton. It may be modified as to terms and conditions from time to time upon the mutual consent of the parties; such modifications, however, must be reduced to writing, signed by both parties, and the document appended to and made a part of this Revised Agreement.
22. Prohibition Against Assignment. Except as otherwise expressly provided in this Revised Agreement, Mapleton agrees, on behalf of itself, its officers, employees, representatives, and any other person or persons claiming any benefit under that party by virtue of this Revised Agreement, that this Revised Agreement, and the rights, interests, and benefits hereunder, may not be assigned, transferred, pledged, or hypothecated in any way by law by Mapleton, or any other person claiming under it by virtue of this Revised Agreement, and will not be subject to execution, attachment, or similar process. Any attempt at assignment, transfer, pledge, or hypothecation, or other disposition of this Revised Agreement, or such rights, interests, and benefits contrary to the foregoing provisions or the levy of any attachment or similar process will be null and void and without effect.
23. Controlling Law. This Revised Agreement will be controlled by the laws of the State of North Dakota, and any action brought as a result of any claim, demand, or cause of action arising under the terms of this Agreement will be brought in State District Court in Cass County, North Dakota. ***This Revised Agreement is not a general obligation of Mapleton.*** This Revised Agreement is being executed under Mapleton's authority pursuant to Section 40-34-01 of the North Dakota Century Code and does not constitute an indebtedness of the municipality or a pledge of the full faith and credit or unlimited taxing resources of Mapleton. With the exception of obligations accruing prior to the

termination or expiration of this Revised Agreement, Mapleton's obligations to make payments to West Fargo will terminate and be of no force or effect upon the termination or expiration of the term of this Revised Agreement.

24. Execution of Documents. The parties agree to execute such documents as may be necessary to effectuate the terms of this Revised Agreement, and that the individuals executing this Revised Agreement are duly authorized to execute this Revised Agreement by the governing bodies of West Fargo and Mapleton.
25. Dispute Resolution. In the event West Fargo and Mapleton have a dispute regarding the interpretation, enforcement, obligations, duties, the legal sufficiency, or enforceability of this Revised Agreement, the dispute will first be submitted to non-binding mediation, at which the parties will make a good faith attempt to resolve the dispute(s). The parties agree that if non-binding mediation fails to resolve the dispute, either party may then bring suit.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties have hereunto set their signatures the day and year below stated.

CITY OF WEST FARGO, NORTH
DAKOTA, a municipal corporation and
home rule city

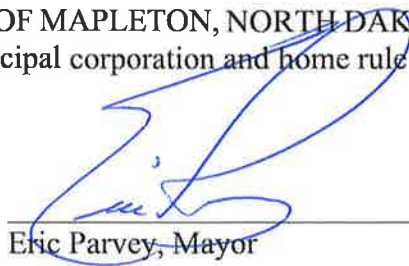
By: _____
Bernie Dardis, President of the Board
of City Commissioners

ATTEST:

Dustin T. Scott, City Auditor

CITY OF MAPLETON, NORTH DAKOTA,
a municipal corporation and home rule city

By:


Eric Parvey, Mayor

ATTEST:


Michelle Kalvoda, City Auditor

Item Title: Project No. 2293 – 9th St NE Grade Separation

Requested Action/Staff Recommendation: Approve Change Order No. 1

Presented By: Jerry Wallace, City Engineer

New Information: On May 20, 2026, Industrial Builders, Inc. informed the project team that, following coordination with Magellan Pipeline, the landowner would not permit driven posts, augured holes, or any fence installation method that would penetrate the ground within the easement area, consistent with the company's internal policies. In addition, Magellan required that the temporary barrier be capable of preventing both pedestrian and vehicular access to the site.

As a result of these requirements, a more substantial temporary barrier system is necessary than what was anticipated during design and bidding. Industrial Builders, Inc. has provided a quotation for furnishing and installing a temporary fence and barrier system meeting the landowner's requirements. The attached quotation for \$151,800.00 reflects the additional costs associated with complying with these previously unknown site restrictions and access-control requirements.

Background & Project Summary: This project consists of the construction of a grade-separated bridge over the BNSF railroad corridor to provide safe and efficient traffic movement along the 9th Street NE arterial corridor. Construction is currently underway following award of the contract by the City Commission on April 20, 2026.

During project development and design, a temporary construction easement was obtained from Magellan Pipeline to facilitate construction of the roadway grade raise and bridge improvements. Based on typical construction practices and discussions during project development, it was assumed that a standard temporary construction fence would be acceptable to restrict public access to the work area. Such fencing typically consists of temporary panels, snow fence, or similar installations utilizing driven posts or stakes.

Supporting Documents:

- Change Order No. 1

Previously Presented Information & Commission Actions:

May 4, 2026 -

- **Staff Recommendation:** Approve Proposals for Construction Material Testing Services with Braun Intertec for the 9th St Corridor Projects
- **Commission Action:** Commissioner Olson moved and Commissioner Anderson seconded to approve. No opposition, motion carried.

April 20, 2026 -

- **Staff Recommendation:** Accept Bid and Award Contract to Industrial Builders, Inc. for their bid amount of \$23,969,611.83.
- **Commission Action:** Commissioner Zundel moved and Commissioner Olson seconded to approve. No opposition, motion carried.

April 6, 2026 -

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

March 16, 2026

- **Staff Recommendation:** Approve Plans and Specifications, Direct Advertisement for Bids; and Approve Task Order No. 9-3
- **Commission Action:** Commissioner Olson moved and Commissioner Anderson seconded to approve. No opposition, motion carried.

February 2, 2026

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

February 3, 2025

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

January 19, 2025

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

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

Project No. 2265 - Previously Presented Information:

August 5, 2024 –

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

June 5, 2023 –

- **Staff Recommendation:** Approve DCE Submittal with DCE decision Page decisions made by the Commission.
- **Commission Action:** three separate motions were made for the following:
 - Commissioner Olson moved and Commissioner George seconded to concur with the project concepts as proposed.

- Commissioner George moved and Commissioner Olson seconded to proceed with alternative B – Three Lane Urban Corridor.
- Commissioner Olson moved and Commissioner George seconded to with optional work item 1 – frontage road north of 7th Ave NE. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motions were declared

May 1, 2023 –

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

August 1, 2022-

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

April 18, 2022-

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

Feb 22, 2022-

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

Dec 7, 2020-

- City Commission authorized grant application

West Fargo City Commission

Bernie Dardis, Commission President

Brad Olson, Commission Vice President

Roben Anderson, Rory Jorgensen, Amy Zundel, Commissioners

Dustin Scott, City Administrator

CHANGE ORDER NO.: 1

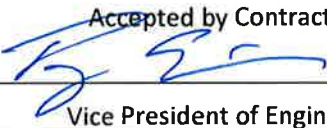
Owner:	City of West Fargo	Owner's Project No.:	2293
Engineer:	Houston Engineering, Inc.	Engineer's Project No.:	8654-0020
Contractor:	Industrial Builders, Inc.	Contractor's Project No.:	26150
Project:	9 th St. Overpass Construction		
Contract Name:	Project 2293 – 9 th St. Overpass Construction		
Date Issued:	May 28, 2026	Effective Date of Change Order:	

The Contract is modified as follows upon execution of this Change Order:

Description: Provide, install, and remove approximately 660 LF of temporary security fence mounted continuous precast jersey barriers along the Magellan temporary ROW. Temporary fence must be a minimum of 7' high and able to withstand wind and weather. No excavation will be allowed for fence installation on Megellan property. Site leveling will be required using imported material. All Magellan site rules apply for construction of temporary fence on Magellan property. Temporary fence must be in place before removing existing fence.

Attachments: IBI CO Proposal

Change in Contract Price		Change in Contract Times [State Contract Times as a specific date]	
Original Contract Price:		Original Contract Times:	
\$ 23,969,611.83		Substantial Completion:	September 18, 2027
		Ready for final payment:	November 5, 2027
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. []:		[Increase] [Decrease] from previously approved Change Orders No.1 to No. []:	
\$ 0.00		Substantial Completion:	September 18, 2027
		Ready for final payment:	November 5, 2027
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 23,969,611.83		Substantial Completion:	September 18, 2027
		Ready for final payment:	November 5, 2027
[Increase] [Decrease] this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 151,800.00		Substantial Completion:	September 18, 2027
		Ready for final payment:	November 5, 2027
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 24,121,411.83		Substantial Completion:	September 18, 2027
		Ready for final payment:	November 5, 2027

	Recommended by Engineer (if required)	Accepted by Contractor
By:	_____	 _____
Title:	_____	Vice President of Engineering
Date:	_____	May 28, 2026
	Authorized by Owner	Approved by Funding Agency (if applicable)
By:	_____	_____
Title:	_____	_____
Date:	_____	_____

Industrial Builders, Inc.

Paul W. Diederich, President
Donn O. Diederich, Executive Vice President
Erik B. Diederich, Chief Operating Officer

Houston Engineering, Inc.
1401 21st Ave N
Fargo, North Dakota 58102

Attn: Adam Walker, Senior Civil Engineer

Subject: Project 2293 – City of West Fargo – 9th Street Overpass
Magellan Temporary Fence

Dear Mr. Walker,

Following is our proposal for the temporary fence required for the temporary right of way along the west edge of Magellan's property. Magellan will not allow excavation or pounded posts. Using 7' high portable chainlink panels with sandbag ballasted stands will not withstand the wind and will become a constant maintenance and security concern. This proposal is based on using 5' high chain link fence mounted on continuous precast concrete barriers.

• Sitework, supply, install, and remove barriers	\$118,800.00
• Supply, install, remove chainlink fence	<u>\$ 33,000.00</u>
Total	\$151,800.00

If the price is acceptable, please issue a change order at your earliest convenience.

Let me know if additional information is required.

Regards,
INDUSTRIAL BUILDERS, INC.



Troy Erickson
Vice President of Engineering

Cc: IBI Job File 26150



General Contractors

PO Box 406 Fargo, ND 58107

May 20, 2026