



Meeting Items

- A. Call to Order
- B. Pledge of Allegiance
- C. Approve Order of Agenda
- D. Approval of Minutes – August 15, 2022 (Pages 3-5)
- E. Building Permits (Pages 6-10)

Consent Agenda - Approve the Following:

- a. Bills (Pages 11-21)
- b. 2022 West Fest Request for Public Consumption (Page 22)
- c. Appoint new Floodplain Administrator (Page 23)
 - Appoint Assistant City Engineer Jerry Wallace as the City's new Floodplain Administrator
- d. Project No. 2262 – Concrete Pavement Repair (City Wide) (Pages 24-26)
 - Authorize Notice to Proceed; and Adopt Resolution Approving Contract and Contractor's Bond
- e. Project No. 2263 – New Traffic Control System at 9th St and 10th Ave E (Pages 27-29)
 - Authorize Notice to Proceed; and Adopt Resolution Approving Contract and Contractor's Bond
- f. Purchase of Rubicon Waste Management Software (Pages 30-56)
- g. Pledging of Securities June 2022 (Pages 57-78)
- h. Games of Chance for District 11 Republicans on October 10, 2022 at West Fargo VFW Post 7564 at 444 Sheyenne St (Page 79)
- i. Games of Chance for Interested Parents of Packatahnas during the month of November 2022 at 1636 Winslow Court (Page 80)
- j. Games of Chance for Red River Regional Marksmanship Center on September 10, 2022 and December 15, 2022 at Red River Regional Marksmanship Center at 640 16th St NE (Pages 81-82)
- k. West Fargo Parks Department Land Management Plans (Pages 83-113)
- l. Recommendation to appoint Commissioner Brad Olson as Committee Chair to the Exploratory Building Committee

Regular Agenda

- 1. Approval of proposed public art located on The Lights Parking Garage -- Malachi Petersen, Planner (Pages 114-120)
- 2. Revision to Parking Enforcement Ordinance 1214 (Pages 121-129)

3. Improvement District No. 1339 – Stockyards 1st Addition
 - Accept Bid and Award Contract -- Dan Hanson, City Engineer (Pages 130-147)
4. Project No. 1342 – SA 40 Sanitary Lift Station Rehabilitation
 - Approve Task Order No. 61-1; Approve Plans and Specs; and Authorize Bid Advertisement -- Dan Hanson, City Engineer (Pages 148-175)
5. Project No. 2266 – 9th St E Concrete Pavement Repair
 - Accept Bid and Award Contract -- Dan Hanson, City Engineer (Pages 176-181)
6. City Administrator's Report -- Tina Fisk, City Administrator
7. Correspondence
8. Non-Agenda Items
9. Adjourn



**West Fargo City Commission Meeting
Monday, August 15, 2022
Commission Chambers 5:30 PM**

The West Fargo City Commission met on Monday, August 15, 2022, at 5:30 pm. Those present were Commissioners Bernie Dardis, Brad Olson, Mark Simmons, Mandy George and Roben Anderson. President of the Board Bernie Dardis called the meeting to order at 5:30 PM.

The Pledge of Allegiance was recited.

Commissioner Simmons moved and Commissioner Olson seconded to approve the order of the agenda as distributed. Commissioner George was absent. No opposition. Motion carried.

Commissioner Olson moved and Commissioner Anderson seconded to approve the minutes of August 1, 2022 as distributed. Commissioner George was absent. No opposition. Motion carried.

Commissioner Anderson moved and Commissioner Olson seconded to approve the Building Permit Reports as distributed. Commissioner George was absent. No opposition. Motion carried.

Commissioner Olson moved and Commissioner Anderson seconded to approve the following items from the Consent Agenda:

- a. Bills (Pages 8-16)
- b. Site Plan Review in CO-1: Interstate Corridor Overlay District at 2 354 23rd Ave E (Pages 17-26)
- c. Project No. 1340 (Sanitary Sewer System Rehabilitation, Replacement, and Incidentals)
 - Adopt Resolution Approving Contract and Contractor's Bond, and authorize Notice to Proceed (Pages 27-29)
- d. 2022-2023 West Fargo Public Schools MOU (Pages 30-36)
- e. Gaming Site Authorization for the American Legion Post #91 of New Salem. Raffle and Poker to be conducted August 19-21, 2022 at Double Tree by Hilton at 825 E Beaton Dr (Pages 37-38)
- f. Games of Chance for West Fargo Packers Wrestling Boosters. Raffle to be conducted on December 13, 2022 at West Fargo High School at 801 9th St E (Pages 39-40)
- g. Games of Chance for Wild Game Committee. Raffle to be conducted on November 1, 2022 at Holy Cross Catholic Church at 2711 7th St E (Page 41)
- h. Games of Chance for Holy Cross Catholic Church. Raffle to be conducted on October 23, 2022 at Holy Cross Catholic Church at 2711 7th St E (Pages 42-43)
- i. ~~Games of Chance Raffle Permit for District 11 Republicans (Documentation Pending)~~ (Page 44) Item was removed from the agenda.

Commissioner George was absent. No opposition. Motion carried.

John Shockley, City Attorney appeared before the Commission to discuss the dissolution of the AG and public outreach committees. No action was taken.



**West Fargo City Commission Meeting
Monday, August 15, 2022
Commission Chambers 5:30 PM**

Donna Hentges of 707 Northridge Way appeared before the Commission to request an amendment to an ordinance in regards to feeding wildlife within City limits. Commissioner George arrived during this agenda item discussion. Following discussion, Commission President Dardis appointed a committee of Police Chief Denis Otterness, City Attorney John Shockley, City Administrator Tina Fisk, and Commissioner Brad Olson. Commissioner Simmons moved and Commissioner Anderson seconded to approve the appointments of the committee and look into how to proceed further into the request. No opposition. Motion carried.

Dustin Scott, Assistant City Administrator appeared before the Commission for an update on access and safety concerns at SheyWest Garden Center. No action was taken.

Denis Otterness, Chief of Police appeared before the Commission to present an Officer wellness/cardiac screening program. No action was taken.

Aaron Nelson, Planning and Zoning Director appeared before the Commission for a resolution approving parking reduction on Lot 2, Block 1 North Pond at the Preserve 15th Addition at 354 23 Ave E. Following discussion, Commissioner Olson moved and Commissioner Anderson seconded to approve the resolution approving parking reduction on Lot 2, Block 1 North Pond at the Preserve 15th Addition at 354 23 AVE E. No opposition. Motion carried.

Malachi Petersen, City Planner appeared before the Commission for an update regarding public art in the City of West Fargo. No action was taken.

Aaron Nelson, Planning and Zoning Director appeared before the Commission for the second reading & final plat approval – proposed Stockyards 1st Addition Rezoning from A: Agricultural to M: Heavy Industrial at 851 Arena Rd. Following discussion, Commissioner Simmons moved and Commissioner Olson seconded to approve the second reading & final plat approval – proposed Stockyards 1st Addition Rezoning from A: Agricultural to M: Heavy Industrial at 851 Arena Rd. Commissioner George opposed. Motion carried.

Matt Andvik, Public Works Director appeared before the Commissioner for Project No. 9027- asphalt overlays & paving equipment. Following discussion, Commissioner Olson moved and Commissioner George seconded to approve the asphalt overlay and paving equipment as presented. No opposition. Motion carried.

Dan Hanson, City Engineer appeared before the Commission for approval of Improvement District No. 1339 (Stockyards 1st Addition); approve amended Engineer's Report and resolution approving amended Engineer's Report. Following discussion, Commissioner Olson moved and Commissioner Anderson seconded to approve Improvement District No. 1339 (Stockyards 1st Addition); approve amended Engineer's Report and resolution approving amended Engineer's Report. Commissioner George opposed. Motion carried.

Dan Hanson, City Engineer appeared before the Commission for approval of Project No. 2262 (Concrete Pavement Repair); accept Bid and Award Contract. Following discussion, Commissioner Olson moved and Commissioner George seconded to approve Project No. 2262 (Concrete Pavement Repair); accept Bid and Award Contract. No opposition. Motion carried.



West Fargo City Commission Meeting
Monday, August 15, 2022
Commission Chambers 5:30 PM

Dan Hanson, City Engineer appeared before the Commission for approval of Project No. 2263 (Traffic Signal Installation at 9th St and 10th Ave E); accept bid and award contract. Following discussion, Commissioner Simmons moved and Commissioner Anderson seconded to approve Project No. 2263 (Traffic Signal Installation at 9th St and 10th Ave E); accept bid and award contract. No opposition. Motion carried.

John Shockley, City Attorney appeared before the Commission for approval of the revised ballot sales tax wording. Following discussion, Commissioner Simmons moved and Commissioner Olson seconded to approve placing the revised ballot sales tax wording as discussed with the changes on the ballot. No opposition. Motion carried.

Bernie Dardis, Commission President brought forth a recommendation for appointment of committee members in regards to the Joint Powers Agreement with the West Fargo School District, Commission President Dardis, Commissioner Simmons and Tina Fisk, City Administrator.

In regards to the City Administrator's Report, Tina Fisk, City Administrator appeared before the Commission for an update on the pricing of trees on the south side of the City Hall parking lot. Following discussion Commissioner Simmons moved and Commissioner George seconded to approve the pricing as presented for replacement of the trees. No opposition. Motion carried. Tina Fisk also reminded the Commission of their Chezy video appointments with Communications.

In regards to correspondence, they were passed out to each Commissioner.

In regards to non-agenda items, Commissioner Olson asked about moving the September 5th (Labor Day) meeting to September 6th. Commissioner Olson brought forth the process for abandoned/vacant buildings. Betty Adams, Library Director mentioned a meet and greet at the West Fargo Library.

Commissioner Simmons moved and Commissioner Olson seconded to adjourn the meeting. No opposition. Meeting adjourned at 7:02 PM.

Bernie Dardis, Commission President

Tina Fisk, City Administrator

**WEST FARGO CITY COMMISSION MEETING
BUILDING DEPARTMENT ACTIVITY REPORT
09/06/2022**

	AS OF 8/31/2022			YEAR TO DATE		
	# PERMITS	# UNITS	VALUATION	# PERMITS	# UNITS	VALUATION
<u>BUILDING NEW</u>						
COMMERCIAL	3		\$ 18,811,000.00	10		\$ 22,659,790.00
RESIDENTIAL DWELLING	20	20	\$ 8,372,173.00	124	124	\$ 52,440,530.00
RESIDENTIAL TWINHOME						
RESIDENTIAL TOWNHOME						
RESIDENTIAL MULTIPLE				1	52	\$ 14,000,000.00
PUBLIC				3		\$ 17,867,265.00
CHURCH						
ACCESSORY	18		\$ 370,500.00	162		\$ 4,339,108.00
FOUNDATION ONLY	1		\$ 30,000.00	1		\$ 30,000.00
<u>BUILDING REMODEL</u>						
COMMERCIAL	7		\$ 1,174,125.00	46		\$ 15,561,932.00
RESIDENTIAL	9		\$ 642,784.00	92		\$ 3,457,899.00
PUBLIC				3		\$ 3,490,330.00
CHURCH						
ACCESSORY	2		\$ 65,975.00	2		\$ 65,975.00
<u>BUILDING OTHER</u>						
DEMOLITION				4		\$ 196,500.00
MOVE				1		\$ 20,000.00
PERMIT CANCELLATION				1		\$ (530,000.00)
TOTALS	60	20	\$ 29,466,557.00	448	176	\$ 133,599,329.00

WEST FARGO CITY COMMISSION MEETING

1 of 3

Building Department Report - Summary

NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
220868	Vision Construction	835 23 Avenue East	Staysharpe Real Estate	\$ 20,000.00	Remodel - Commercial - Fitup for Workout Facility
220899	Alan Cartwright	5462 Lori Lane West	Alan & Shannon Cartwright	\$ 3,500.00	Accessory - Deck
220905	Premium Decks	1223 27th Avenue West	Alex Finken, ETAL	\$ 10,000.00	Accessory- Deck
220910	Deckmasters II, Inc.	954 Albert Drive West	Brock Haugen	\$ 19,800.00	Accessory - Deck
220897	Braaten Properties	2321 Harbor Lane West	Aleyna & Travis Leibried	\$ 20,000.00	Accessory - Deck
220902	Jordahl Custom Homes	6063 8th Street West	Westport Investments LLC	\$ 215,000.00	Residential Dwelling
220903	Jordahl Custom Homes	6038 Martin Lane West	Westport Investments LLC	\$ 175,000.00	Residential Dwelling
220916	Fargo Roofing & Siding	724 14th Avenue West	Keith & Marlene Ferguson	\$ 23,000.00	Remodel - Residential - siding repair
220904	Jordahl Custom Homes	6187 Martin Lane West	Westport Investments LLC	\$ 220,000.00	Residential Dwelling
220911	Thomsen Homes	6114 Martin Lane West	Thomsen Homes, LLC	\$ 205,273.00	Residential Dwelling
220917	Allied Build & Remodel	2842 Mcleod Drive East	Nathan Trosen, ETAL	\$ 55,000.00	Remodel - Residential - Lower Level Finish
220709	Brandi & Blaine Herauf	2118 10th Street West	Brandi & Blaine Herauf	\$ 15,000.00	Accessory - Deck
220912	Dabbert Custom Homes	2240 14th Street West	Dabbert Custom Homes	\$ 419,900.00	Residential Dwelling
220918	Great States Construction	635 32 Avenue East	32 Holdings	\$ 200,000.00	Remodel - Commercial - Optical Store
220922	Paul Scott Construcion	1750 Main Avenue East	NetREIT West Fargo	\$ 21,000.00	Remodel - Commercial - Mezzanine
220900	Dakota Construction of Fargo, Inc.	2610 Rivers Bend Drive Easat	Merco Investments, LLLP	\$ 100,000.00	Accessory - Pool
220919	Jordahl Custom Homes	6035 8th Street West	Jordahl Custom Homes	\$ 220,000.00	Residential Dwelling
220938	Verity Homes	525 34th Way East	Verity Homes of Fargo	\$ 100,000.00	Remodel - Residential - Lower Level Finish
220925	Dabbert Custom Homes	1066 Ashley Drive West	Dabbert Custom Homes	\$ 6,000.00	Accessory - Deck
220790	West Fargo High School Shop Class	801 9th Street East	West Fargo School District	\$ 115,000.00	Residential Dwelling
220936	West Fargo High School Shop Class	801 9th Street East	West Fargo School District	\$ 115,000.00	Residential Dwelling

WEST FARGO CITY COMMISSION MEETING

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Building Department Report - Summary

NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
220928	Blue Sky Builders	605 19 Street East	Sandra & Dennis Cass	\$ 12,000.00	Accessory - Patio Roof
220943	HSSPT2- Sun & Pool Corporation	3350 1st Street East	Michael & Renee Wolsky	\$ 67,000.00	Accessory - Pool
220942	Heritage Homes	3652 4th Street East	Heritage Homes	\$ 312,000.00	Residential Dwelling
220937	Patrick Kirby	816 16th Avenue Ct W	Patrick & Shannon Kirby	\$ 3,500.00	Accessory - Deck
220945	Richard Holwerger & Charline King	1966 Burlington Drive	Charline King	\$ 3,000.00	Remodel - Accessory - Deck
220915	Industrial Builders	304 Center Street	Bayer Northern Production Co	\$ 62,975.00	Remodel - Accessory - Shed
220924	Red Leaf Custom Homes	5868 Ellis Drive West	Westport Investments LLC	\$ 330,000.00	Residential Dwelling
220791	Jason Gustofson	420 Morrison Street	Kathleen & Todd Pfingsten	\$ 35,000.00	Accessory - Detached Garage
220940	Premium Decks	1262 5th Street NW	Eric & Adrienne Erdmann	\$ 20,000.00	Accessory - Deck
220810	Northland Sheds	2512 10th Street West	Brenda & Neil Krueger	\$ 10,000.00	Accessory - Shed
220856	Liberty Fence	5494 11th Street West	Robert & Lorelee Buelow	\$ 14,700.00	Accessory - Deck
220909	Dietrich Homes Inc.	2626 Rivers Bend Drive East	Kane Hanson RLT	\$ 2,700,000.00	Residential Dwelling
220929	HSSPT2- Sun & Pool Corporation	1511 Baywood Drive	Samuel Winter	\$ 68,000.00	Remodel - Residential - Sunroom
220956	Lucas Jereska	2054 12th Street West	Lucas Jereska	\$ 6,000.00	Accessory - Deck
220961	Jordahl Custom Homes	5832 Ellis Drive West	Westport Investments LLC	\$ 295,000.00	Residential Dwelling
220960	Jordahl Custom Homes	5820 Ellis Drive West	Westport Investments LLC	\$ 300,000.00	Residential Dwelling
220972	Lindemann Concrete Construction	757 11th Avenue West	Scott Brand	\$ 30,000.00	Foundation - Garage
220974	JMB Contracting	1365 Prairie Parkway	Dakota UPREIT Limited Partnership	\$ 40,000.00	Remodel - Commercial - Tenant Fitup
220986	Breland Enterprises	961 6th Avenue West	David Busby	\$ 12,491.00	Remodel - Residential - Foundation repair & LL Egress Windows
220973	Otto Homes	1986 Burlington Drive	David Braaten	\$ 400,000.00	Residential Dwelling
220988	Diamond Edge Construction	717 7th Street West	Danielle Markel	\$ 8,000.00	Accessory - Deck

Building Department Report - Summary

NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
220976	Beth West	3724 12th Street West	Beth West	\$ 10,000.00	Accessory - Shed
220989	Enclave Development	354 23 Avenue East	Vision Holdings Fargo LLC	\$ 15,511,000.00	Commercial - Eye Care Clinic
220992	Kava Construction	1002 Main Avenue West	Busch Ag Resources	\$ 3,000,000.00	Commercial - Grain Dryers & Storage
220993	Smithco Inc	210 Sheyenne Street	Choice Financial Group	\$ 33,125.00	Remodel - Commercial - Part of 1st Floor & Basement
220804	Meridian Commercial Construction	567 32 Avenue East	M4H, LLC	\$ 260,000.00	Remodel - Commercial - Tenant Fitup
220753	Gehrtz Construction	360 32 Avenue West	Sheyenne 32 West LLC	\$ 600,000.00	Remodel - Commercial - Two Skywalks
220978	Todd Nelson Construction	1101 Martin Drie	Brooke & Jacob Rued	\$ 350,000.00	Remodel - Residential - 14 X 28 two level addition
220990	Krueger Construction	337 25th Avenue East	Krueger Construction	\$ 670,000.00	Residential Dwelling
220997	Innovative Air	813 10th Avenue East	Charles & Rosemarie Woodbury	\$ 8,437.00	Remodel - Residential - Install 7 wall anchors
220923	Red Leaf Custom Homes	5873 Ellis Drive West	Westport Investments LLC	\$ 330,000.00	Residential Dwelling
220967	Heritage Homes	903 50th Avenue West	Westport Investments LLC	\$ 370,000.00	Residential Dwelling
220987	David Nerby	954 35th Avenue West	David Nerby	\$ 10,000.00	Accessory - Shed
220996	Jordahl Custom Homes	5826 Ellis Drive West	Westport Investments LLC	\$ 215,000.00	Residential Dwelling
221005	Jordahl Custom Homes	2852 12th Street West	Jordahl Custom Homes	\$ 250,000.00	Residential Dwelling
221011	Hanlon Construction	201 5th Street East	Michael Schmidt	\$ 14,700.00	Remodel - Residential - siding repair
211006	Titan Homes	1332 Goldenwood Drive	Paul Gienger	\$ 515,000.00	Residential Dwelling
221012	Groundworks MN LLC	513 4th Avenue East	Brian Usgaard	\$ 11,156.00	Remodel - Residential - Lower Level
221015	Krasley Services	455 Christianson Drive	All Mag LLC	\$ 300,000.00	Commercial - Warehouse/shop with office area

**WEST FARGO CITY COMMISSION MEETING
BUILDING DEPARTMENT MONTHLY COMPARISON REPORT
09/20/21**

	AUGUST 2021			AUGUST 2022		
	# PERMITS	# UNITS	VALUATION	# PERMITS	# UNITS	VALUATION
<u>BUILDING NEW</u>						
COMMERCIAL	42		\$ 47,285,619.00	10		\$ 22,659,790.00
RESIDENTIAL DWELLING	215	215	\$ 68,420,729.00	124	124	\$ 52,440,530.00
RESIDENTIAL TWINHOME	4	4	\$ 837,500.00			
RESIDENTIAL TOWNHOME	5	38	\$ 7,883,537.00			
RESIDENTIAL MULTIPLE	1	54	\$ 6,500,000.00	1	52	\$ 14,000,000.00
PUBLIC	1		\$ 3,150,550.00	3		\$ 17,867,265.00
CHURCH						
ACCESSORY	146		\$ 1,363,048.00	162		\$ 4,339,108.00
FOUNDATION ONLY	10		\$ 5,234,575.00	1		\$ 30,000.00
<u>BUILDING REMODEL</u>						
COMMERCIAL	45		\$ 7,279,803.00	46		\$ 15,561,932.00
RESIDENTIAL	132		\$ 3,968,436.00	92		\$ 3,457,899.00
PUBLIC	3		\$ 3,041,400.00	3		\$ 3,490,330.00
CHURCH	1		\$ 458,900.00			
ACCESSORY	2		\$ 22,000.00	2		\$ 65,975.00
<u>BUILDING OTHER</u>						
DEMOLITION	2		\$ 20,000.00	4		\$ 196,500.00
MOVE	1		\$ 20,000.00	1		\$ 20,000.00
PERMIT CANCELLATION	1		\$ 81,640.00	1		\$ (530,000.00)
TOTALS	609	311	\$ 155,567,737.00	448	176	\$ 133,599,329.00

09/01/22
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CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 8/22

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Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
103835	S	2954 A-OX WELDING SUPPLY CO INC	70.69	08/15/22			
103836	S	1187 A1 RADIATOR SALES & REPAIR	937.80	08/15/22		CL 105202	70.69
103837	S	3279 ACCELERATED GREEN WORKS INC	264.00	08/15/22		CL 105217	937.80
103838	S	289 ACME TOOLS	1446.79	08/15/22		CL 105226	264.00
						CL 105149	399.00
						CL 105186	162.98
						CL 105195	118.24
						CL 105203	69.64
						CL 105310	334.94
						CL 105340	361.99
103839	S	779 AGASSIZ SEED COMPANY	380.00	08/15/22		CL 105167	380.00
103840	S	4506 AMANDA GEORGE	16.44	08/15/22		CL 105393	16.44
103841	S	3490 AMAZON CAPITAL SERVICES	3110.55	08/15/22		CL 105247	49.31
						CL 105248	337.15
						CL 105263	122.94
						CL 105264	173.99
						CL 105301	220.41
						CL 105354	2057.00
						CL 105402	149.75
103842	S	865 AMERICAN ENTERPRISES, INC.	3516.96	08/15/22		CL 105168	3516.96
103843	S	317 AMERICAN WELDING & GAS, INC.	586.74	08/15/22		CL 105197	228.99
						CL 105343	357.75
103844	S	999999 ANDREW MACGREGOR	190.00	08/15/22		CL 105350	190.00
103845	S	4028 ANYTIME MOBILE TRUCK SERVICE	1145.64	08/15/22		CL 105342	1145.64
103846	S	2931 AUTO VALUE PARTS STORES	334.36	08/15/22		CL 105189	112.67
						CL 105191	201.71
						CL 105215	19.98
103847	S	1695 BAKER & TAYLOR	1866.85	08/15/22		CL 105273	1866.85
103848	S	1069 BAKER GARDEN & GIFT	279.99	08/15/22		CL 105158	279.99
103849	S	3464 BALLARD SPAHR LLP	8000.00	08/15/22		CL 105399	8000.00
103850	S	33 BANK OF N D	768061.93	08/15/22		CL 105389	768061.93
103851	S	4268 BEN HERBST	78.00	08/15/22		CL 105311	78.00

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CITY OF WEST FARGO, ND
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Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
103852	S	3489 BOLTON & MENK, INC	13935.00	08/15/22		CL 105232	185.00
						CL 105234	13750.00
103853	S	999999 BRAD JORDET	300.00	08/15/22		CL 105349	300.00
103854	S	73 BRAUN INTERTEC	34840.00	08/15/22		CL 105312	4230.50
						CL 105355	28668.50
						CL 105367	1941.00
103855	S	652 BRENCO CORPORATION	293.87	08/15/22		CL 105156	293.87
103856	S	351 BUSINESS ESSENTIALS	1869.49	08/15/22		CL 105256	330.35
						CL 105269	274.61
						CL 105313	447.42
						CL 105375	817.11
103857	S	39 BUTLER MACHINERY	169.54	08/15/22		CL 105193	169.54
103858	S	1403 CAPITAL ONE TRADE CREDIT	55.88	08/15/22		CL 105154	55.88
103859	S	2207 CARPET WORLD	4487.00	08/15/22		CL 105351	4487.00
103860	S	4505 CASEY SANDERS	22.42	08/15/22		CL 105394	22.42
103861	S	51 CASS COUNTY ELECTRIC COOP	43434.41	08/15/22		CL 105244	276.27
						CL 105314	1287.16
						CL 105384	22446.00
						CL 105385	15971.00
						CL 105386	1558.95
						CL 105387	1086.79
						CL 105388	808.24
103862	S	1512 CDW GOVERNMENT, INC	981.00	08/15/22		CL 105161	981.00
103863	S	4108 CED	1298.39	08/15/22		CL 105169	556.01
						CL 105184	742.38
103864	S	1623 CENGAGE GALE	880.84	08/15/22		CL 105268	880.84
103865	S	4361 CENTER FOR PUBLIC SAFETY EXCELLENCE INC	2500.00	08/15/22		CL 105315	2500.00
103866	S	1777 CENTURY LINK	160.83	08/15/22		CL 105293	160.83
103867	S	999999 CHAD SCHULZ	156.77	08/15/22		CL 105353	156.77
103868	S	111 CITY OF FARGO	93318.07	08/15/22		CL 105163	48245.25
						CL 105279	12672.00
						CL 105339	728.75
						CL 105368	31672.07

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Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
103869	S	2880 CITY OF FARGO	747951.30	08/15/22		CL 105381 CL 105382 CL 105383	496944.50 250986.00 20.80
103870	S	1338 CLARK'S EXCAVATING & SEPTIC PUMPING	275.00	08/15/22		CL 105140	275.00
103871	S	4448 CLIFF NAYLOR	28.90	08/15/22		CL 105250	28.90
103872	S	1904 CODE 4 SERVICES, INC	2878.36	08/15/22		CL 104903 CL 104920	808.00 2070.36
103873	S	133 COLE PAPER	109.86	08/15/22		CL 105344	109.86
103874	S	229 CONSOLIDATED COMMUNICATIONS	2919.10	08/15/22		CL 105316 CL 105362	152.09 2767.01
103875	S	3245 CORE & MAIN	3293.40	08/15/22		CL 105148 CL 105172	981.08 2312.32
103876	S	159 CULINEX	156.54	08/15/22		CL 105282	156.54
103877	S	4498 CURRENT ELECTRIC LLC	1067.85	08/15/22		CL 105206	1067.85
103878	S	3680 DAKOTA STORAGE PRODUCTS	1008.00	08/15/22		CL 105318	1008.00
103879	S	87 DAKOTA TIRE	17.76	08/15/22		CL 105317	17.76
103880	S	90 DAKOTA UNDERGROUND	1150.13	08/15/22		CL 105366	1150.13
103881	S	2948 DELTA 54 AVIATION LLC	3300.00	08/15/22		CL 105245	3300.00
103882	S	77 DEMCO INC	67.03	08/15/22		CL 105251	67.03
103883	S	2070 DORA ROLL	73.50	08/15/22		CL 105306	73.50
103884	S	4075 DOYLE'S YELLOW CHECKER CAB INC	18.56	08/15/22		CL 105294	18.56
103885	S	2225 DTN, LLC	421.70	08/15/22		CL 105220	421.70
103886	S	2100 EAGLE RUN CROSSING LLC	518.07	08/15/22		CL 105221	518.07
103887	S	1502 EIDE BAILLY	92.52	08/15/22		CL 105139	92.52
103888	S	1991 ELITE K-9, INC	38.90	08/15/22		CL 105287	38.90
103889	S	4504 ELLINGSON DRAINAGE INC	147567.66	08/15/22		CL 105338	147567.66

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Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
103890	S	1841 EMERGENCY AUTOMOTIVE TECHNOLOGIES, INC	55.08	08/15/22			
103891	S	999999 ERIK STEWART	25.59	08/15/22		CL 105198	55.08
103892	S	4496 FARGO ERGONOMICS	1975.00	08/15/22		CL 105359	25.59
103893	S	660 FARGO FREIGHTLINER	988.91	08/15/22		CL 105136	1975.00
103894	S	1648 FARSTAD OIL, INC	525.52	08/15/22		CL 105194	988.91
						CL 105204	302.77
						CL 105319	222.75
103895	S	151 FEDERAL EXPRESS	23.82	08/15/22		CL 105291	23.82
103896	S	55 FLEETPRIDE	7083.60	08/15/22		CL 105166	7083.60
103897	S	104 FORUM COMMUNICATIONS	5285.41	08/15/22		CL 105179	43.74
						CL 105181	4750.00
						CL 105228	92.34
						CL 105270	399.33
103898	S	155 GALLS, LLC	1180.01	08/15/22		CL 105298	178.81
						CL 105320	1001.20
103899	S	3678 GARRETT RIX	78.00	08/15/22		CL 105321	78.00
103900	S	93 GATEWAY CHEVROLET	516.05	08/15/22		CL 105196	516.05
103901	S	2902 GRANT RICHARDSON	56.97	08/15/22		CL 105295	56.97
103902	S	3535 GREAT PLAINS FIRE	1606.97	08/15/22		CL 105322	1606.97
103903	S	1060 GREATER NORTH DAKOTA CHAMBER OF COMMERCE	525.00	08/15/22		CL 105141	525.00
103904	S	4161 H D ELECTRONICS INC	119.20	08/15/22		CL 105231	119.20
103905	S	2713 HAMPTON INN & SUITES	691.20	08/15/22		CL 105299	691.20
103906	S	4501 HILTON HOTELS ANATOLE	1113.42	08/15/22		CL 105227	1113.42
103907	S	3593 HOLIDAY COMPANIES	265.00	08/15/22		CL 105278	265.00
103908	S	3285 HOUSTON ENGINEERING INC.	6000.00	08/15/22		CL 105261	6000.00
103909	S	1226 HP INC.	326.00	08/15/22		CL 105363	326.00
103910	S	3807 IAFC MEMBERSHIP	1621.50	08/15/22		CL 105325	1621.50

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103911	S	3087 IBM CORPORATION	75.68	08/15/22			
103912	S	3801 JAMES ELLEFSON	73.50	08/15/22		CL 105160	75.68
103913	S	4503 JARED JOHNSON	73.50	08/15/22		CL 105305	73.50
103914	S	2798 JOHNSON CONTROLS	712.40	08/15/22		CL 105302	73.50
103915	S	2709 JOHNSON LAWN SERVICE	330.00	08/15/22		CL 105153	712.40
103916	S	4499 JORDAN MOLL	704.55	08/15/22		CL 105290	330.00
103917	S	999999 KATHY MELANDER	300.00	08/15/22		CL 105224	704.55
103918	S	4481 KB FLOORING, INC	1368.00	08/15/22		CL 105348	300.00
103919	S	2085 LANGUAGE LINE SERVICES	11.70	08/15/22		CL 105352	1368.00
103920	S	2570 LG EVERIST INC	1695.90	08/15/22		CL 105283	11.70
103921	S	1741 LIBERTY BUSINESS SYSTEMS, INC	1119.84	08/15/22		CL 105176	1695.90
103922	S	3418 LOFFLER	49.16	08/15/22		CL 105147	1119.84
103923	S	270 LOWE'S	222.68	08/15/22		CL 105151	49.16
103924	S	3304 MAC'S - FARGO	323.58	08/15/22		CL 105152	222.68
103925	S	3536 MACQUEEN EMERGENCY	237.69	08/15/22		CL 105144	310.60
103926	S	3488 MARK HOUSH	87.50	08/15/22		CL 105200	12.98
103927	S	2191 MARK SIMMONS	27.87	08/15/22		CL 105326	237.69
103928	S	3384 MATHESON TRI-GAS INC	45.00	08/15/22		CL 105380	87.50
103929	S	3119 MATT RETKA	50.00	08/15/22		CL 105391	27.87
103930	S	299 MENARDS	1315.73	08/15/22		CL 105170	45.00
						CL 105246	50.00
						CL 105145	215.12
						CL 105185	75.09
						CL 105188	409.99
						CL 105219	51.18
						CL 105266	149.94
						CL 105327	385.76
						CL 105365	28.65

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103931	S	4420 MEYER GROUP ARCHITECTURE	9730.00	08/15/22		CL 105162	9730.00
103932	S	4507 MICHAEL G CARLSON	70.00	08/15/22		CL 105401	70.00
103933	S	102 MIDSTATES WIRELESS	229.25	08/15/22		CL 105205	229.25
103934	S	1854 MIDWEST TAPE	5592.48	08/15/22		CL 105275	5592.48
103935	S	908 MILES ORTH	250.00	08/15/22		CL 105297	250.00
103936	S	297 MOODY'S INVESTORS SERVICE, INC	19000.00	08/15/22		CL 105398	19000.00
103937	C S	2882 NARDINI FIRE EQUIPMENT	0.00	08/15/22		CL 105307 CL 105285	
103938	* S	695 NASRO	520.00	08/15/22		CL 105286	520.00
103939	S	3428 ND DEPARTMENT OF ENVIORNMENTAL QUALITY	100.00	08/15/22		CL 105138	100.00
103940	S	4497 NDSU PLANT DIAGNOSTIC LAB	40.00	08/15/22		CL 105159	40.00
103941	S	756 NELCO FIRST AID	354.64	08/15/22		CL 105155	354.64
103942	S	364 NELSON INTERNATIONAL	94.85	08/15/22		CL 105214	94.85
103943	S	271 NETCENTER TECHNOLOGIES	1502.50	08/15/22		CL 105300 CL 105364	1260.00 242.50
103944	S	2261 NETWORK CENTER INCORPORATED	5460.00	08/15/22		CL 105403	5460.00
103945	S	3170 NICK GOMEZ	73.50	08/15/22		CL 105304	73.50
103946	S	2626 NICK LEE	304.25	08/15/22		CL 105376	304.25
103947	S	348 NORTHERN IMPROVEMENT CO	13138.02	08/15/22		CL 105165 CL 105173	4664.34 8473.68
103948	S	1715 NORTHWEST TIRE INC	770.82	08/15/22		CL 105187 CL 105199	187.89 582.93
103949	S	1774 O'REILLY AUTOMOTIVE STORES, INC	51.03	08/15/22		CL 105218	51.03
103950	S	350 OFFICE OF THE STATE AUDITOR	385.00	08/15/22		CL 105395	385.00
103951	S	3505 OFFICE SIGN COMPANY	225.48	08/15/22		CL 105209	225.48
103952	S	353 OHNSTAD TWICHELL	45524.96	08/15/22		CL 105377 CL 105378 CL 105396	24967.46 5557.50 15000.00

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Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
103953	S	352 OK TIRE STORE - COM CTR	135.16	08/15/22		CL 105190	122.50
						CL 105201	12.66
103954	S	631 ONE CALL CONCEPT INC	949.75	08/15/22		CL 105225	949.75
103955	S	3739 PARADIGM FIBER SPLICING	1911.26	08/15/22		CL 105303	1911.26
103956	S	673 PARSONS ELECTRIC	29370.00	08/15/22		CL 105164	29370.00
103957	S	563 PETRO SERVE USA	80653.04	08/15/22		CL 105207	109.47
						CL 105223	18822.43
						CL 105329	1543.86
						CL 105356	60177.28
103958	S	4034 PETRO SERVE USA #63	705.85	08/15/22		CL 105222	705.85
103959	S	1310 PETTYS CONSULTING, LLC	429.00	08/15/22		CL 105284	255.00
						CL 105324	174.00
103960	S	1755 PRO SWEEP INC	1100.00	08/15/22		CL 105341	1100.00
103961	S	3204 RECORD KEEPERS	24.50	08/15/22		CL 105180	24.50
103962	S	3748 RED RIVER ANIMAL EMERGENCY HOSPITAL	1490.21	08/15/22		CL 105289	1490.21
103963	S	999999 REUBEN VILAND	300.00	08/15/22		CL 105347	300.00
103964	S	3522 RJ'S TESORO	2183.58	08/15/22		CL 105331	2183.58
103965	S	4495 ROB DIRK	78.00	08/15/22		CL 105308	78.00
103966	S	999999 ROERS PROPERTY MGMT	121.18	08/15/22		CL 105235	121.18
103967	S	3353 SAM'S CLUB MC/SYNCB	269.64	08/15/22		CL 105178	41.60
						CL 105346	228.04
103968	S	437 SANDY'S DONUTS & COFFEE SHOP	83.80	08/15/22		CL 105280	41.90
						CL 105332	41.90
103969	S	639 SECRETARY OF STATE	36.00	08/15/22		CL 105281	36.00
103970	S	3864 SHANE HENRICKS	140.40	08/15/22		CL 105183	140.40
103971	S	1201 SHANE MARCUSON	97.77	08/15/22		CL 105360	97.77
103972	S	1634 SHANE ORN	186.90	08/15/22		CL 105296	186.90

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Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
103973	S	3994 SHEYENNE GARDENS	3067.40	08/15/22		CL 105177	3067.40
103974	S	1702 SHEYENNE RIVER KENNELS	148.98	08/15/22		CL 105277	148.98
103975	S	2885 SHORTPRINTER	96.93	08/15/22		CL 105208	52.48
						CL 105288	44.45
103976	S	91 SIGN SOLUTIONS USA	1369.95	08/15/22		CL 105150	44.75
						CL 105174	1325.20
103977	S	3150 SKYHAWK TELEMATICS	120.00	08/15/22		CL 105143	120.00
103978	S	440 SRF CONSULTING GROUP, INC	558.53	08/15/22		CL 105230	558.53
103979	S	389 STARION BOND SERVICE	500.00	08/15/22		CL 105397	500.00
103980	S	38 STRATA CORPORATION	5233.89	08/15/22		CL 105171	1236.39
						CL 105175	3997.50
103981	S	4502 T&J VENTURES LLC	632.50	08/15/22		CL 105292	632.50
103982	S	3053 THE PENWORTHY COMPANY LLC	3359.52	08/15/22		CL 105252	3359.52
103983	S	2253 TITAN MACHINERY-SHAKOPEE	1472.74	08/15/22		CL 105337	1472.74
103984	S	2951 TYLER TECHNOLOGIES, INC	406.43	08/15/22		CL 105213	406.43
103985	S	2136 ULINE INC	532.03	08/15/22		CL 105142	85.48
						CL 105345	446.55
103986	S	784 UNITED POWER EQUIPMENT	229.50	08/15/22		CL 105309	229.50
103987	S	2478 VALLI	6832.22	08/15/22		CL 105369	1213.73
						CL 105370	5618.49
103988	S	3212 VISA ADMINISTRATION	3526.11	08/15/22		CL 105274	3526.11
103989	S	3706 VISA COMMUNICATIONS	1973.45	08/15/22		CL 105374	1973.45
103990	S	3693 VISA ENGINEERING	943.27	08/15/22		CL 105267	943.27
103991	S	3569 VISA FIRE DEPT 1	417.51	08/15/22		CL 105361	417.51
103992	S	3568 VISA FIRE DEPT 2	5635.25	08/15/22		CL 105335	5635.25
103993	S	4351 VISA FIRE DEPT 3	4619.51	08/15/22		CL 105336	4619.51

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Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
103994	S	4335 VISA HUMAN RESOURCES	1489.76	08/15/22		CL 105357	1489.76
103995	S	2439 VISA IT	750.04	08/15/22		CL 105253	750.04
103996	S	3161 VISA LIBRARY #1	1032.31	08/15/22		CL 105371	1032.31
103997	S	3162 VISA LIBRARY #2	16.61	08/15/22		CL 105373	16.61
103998	S	2438 VISA PLANNING	1475.74	08/15/22		CL 105262	1475.74
103999	S	544 WALLWORK TRUCK CENTER	145.69	08/15/22		CL 105192	145.69
104000	S	576 WALMART COMMUNITY CARD	49.80	08/15/22		CL 105265	49.80
104001	S	3306 WEST FARGO EVENTS, INC	33336.58	08/15/22		CL 105211	33336.58
104002	S	2184 WEST SIDE STEEL	280.17	08/15/22		CL 105157	280.17
104003	S	3549 WEX	2760.47	08/15/22		CL 105390	2760.47
104004	S	807 WEX HEALTH, INC	634.10	08/15/22		CL 105210	634.10
104005	S	569 WF ANIMAL HOSPITAL	3169.50	08/15/22		CL 105276	3169.50
104006	S	549 WF PUB SCHOOLS DIST #6	20065.00	08/15/22		CL 105249	20065.00
104007	S	338 XCEL ENERGY	31828.90	08/15/22		CL 105182	1455.55
						CL 105237	14271.61
						CL 105238	86.95
						CL 105239	210.23
						CL 105240	51.28
						CL 105241	52.11
						CL 105242	94.19
						CL 105257	17.70
						CL 105258	73.30
						CL 105259	100.09
						CL 105260	14086.80
						CL 105328	1151.53
						CL 105333	58.37
						CL 105334	39.73
						CL 105400	79.46
104008	S	374 US POSTAL SERVICE	3393.59	08/16/22		CL 105404	3393.59
104009	S	353 OHNSTAD TWICHELL	6549.14	08/17/22		CL 105405	6549.14
104010	S	4509 911 SCULPTURE LLC	30445.00	08/17/22		CL 105408	30445.00

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Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
104011	S	4508 CARE RESOURCE CONNECTION	5000.00	08/17/22		CL 105406	5000.00
104012	S	1777 CENTURY LINK	138.64	08/17/22		CL 105411	138.64
104013	S	4510 FIREHOUSE FABRICATORS INC	2750.00	08/17/22		CL 105409	2750.00
104014	S	3668 VERIZON WIRELESS	10811.06	08/17/22		CL 105410	10811.06
104015	S	2435 VISA POLICE #1	1433.52	08/17/22		CL 105413	1433.52
104016	S	3233 VISA POLICE #2	116.71	08/17/22		CL 105415	116.71
104017	S	3234 VISA POLICE #3	161.79	08/17/22		CL 105416	161.79
104018	S	3244 VISA POLICE #4	1604.32	08/17/22		CL 105417	1604.32
104019	S	4300 VISA POLICE #5	162.64	08/17/22		CL 105418	162.64
104020	S	3285 HOUSTON ENGINEERING INC.	775.00	08/17/22		CL 105420	775.00
104021	S	38 STRATA CORPORATION	1045.00	08/17/22		CL 105212	1045.00
104022	S	2423 VISA PUBLIC WORKS #1	6364.26	08/18/22		CL 105425	6364.26
104023	S	4256 VISA PUBLIC WORKS #2	6161.66	08/18/22		CL 105424	6161.66
104024	S	999999 BRADLEY ANDERSON	500.00	08/18/22		CL 105429	500.00
104025	S	999999 DAVID EYLER	500.00	08/18/22		CL 105431	500.00
104026	S	999999 RUSS HENEGAR	500.00	08/18/22		CL 105430	500.00
104027	S	999999 SCOTT LELM	500.00	08/18/22		CL 105433	500.00
104028	S	999999 SHANE BRANDVOLD	500.00	08/18/22		CL 105432	500.00
104029	S	4265 CHRISTY GOULET	125.00	08/18/22		CL 105434	125.00
104033	S	4003 WM CORPORATE SERVICES INC	95000.18	08/23/22		CL 105478	95000.18
104034	S	999999 FRIENDS OF THE LIBRARY	120.00	08/23/22		CL 105488	120.00
104035	S	566 WEST FARGO PARK DISTRICT	73924.88	08/23/22		CL 105487	73924.88
104036	S	1512 CDW GOVERNMENT, INC	622.08	08/23/22		CL 105490	622.08
104037	S	4432 LIBERTY BUSINESS SYSTEMS INC	707.20	08/23/22		CL 105492	707.20

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104038	S	3491 LOFFLER COMPANIES INC	127.03	08/23/22			
104043	S	3540 COLONIAL INSURANCE BCN #E8967887	2398.08	08/29/22		CL 105491	127.03
104044	S	3547 EQUITABLE UNIT ANNUITY COLLECTIONS	200.00	08/29/22		CL 105622	2398.08
104045	S	3542 MAINSTAY FUNDS	860.00	08/29/22		CL 105621	200.00
104046	S	3630 MATRIX TRUST COMPANY	4281.00	08/29/22		CL 105611	860.00
104047	S	3546 NATIONWIDE INVESTMENT ADVISORS LLC	8993.22	08/29/22		CL 105613	4281.00
104048	S	3541 ND FRATERNAL ORDER OF POLICE	1475.00	08/29/22		CL 105610	8993.22
104049	S	3543 NEW YORK LIFE INSURANCE & ANNUITY CORP	8272.04	08/29/22		CL 105615	1475.00
104050	S	3548 PERSHING	700.00	08/29/22		CL 105609	8272.04
104051	S	1464 RED RIVER VALLEY FOP LODGE #1	649.00	08/29/22		CL 105623	700.00
104052	S	3544 VICKI PETERS TEAMSTERS LOCAL NO 120	25.00	08/29/22		CL 105616	649.00
104053	S	3827 WF IAFF	520.00	08/29/22		CL 105608	25.00
						CL 105617	520.00
Total for Claim Checks			2581636.17				
Count for Claim Checks			212				

* denotes missing check number(s)

of Checks: 212 Total: 2581636.17



 701.532.1793

 info@westfargoevents.com

 520 32nd Ave. W Suite 220
West Fargo, ND 58078

2022 WEST FEST REQUEST FOR PUBLIC CONSUMPTION

Monday August 22, 2022

I, Britta Timm, Marketing and Events Manager for West Fargo Events, would like to inform the City of West Fargo that the West Fest celebration will involve the consumption of alcohol in the public area of The Downtown Yards on Sheyenne.

Alcohol will be consumed by participants attending the events within The Downtown Yards on Sheyenne district on the following date: 10a.m.-10 p.m. Saturday, September 17, 2022.

Sincerely,

Britta Timm, Marketing & Events Manager
West Fargo Events
520 32nd Ave. W. Suite 220
West Fargo, ND 58078
Phone: (701) 532-1793



“Consent” or “Regular” Agenda
Item?
[Consent]

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission

Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Sanitation

Commissioner

Roben Anderson

Primary Portfolio:

Planning, Zoning and
Engineering

Secondary Portfolio:

Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and
Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

City Administrator

Tina Fisk

Assistant City Administrator

Dustin T. Scott

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: September 6, 2022

Subject: Appoint a new Floodplain Administrator for the COWF

Action: Appoint Assistant City Engineer Jerry Wallace as the City's new Floodplain Administrator.

New Information and Recommendation:

Currently Dustin T. Scott is listed as the City of West Fargo's Floodplain Administrator. FEMA is in the process of working with a firm (AECOM) on their Flood Insurance Rate maps. In doing so, FEMA has requested the city's confirmation of the Floodplain Administrator. It makes sense that this position resides within the Engineering Department.

Currently we have been advertising for an engineering position to take over stormwater management. This person ideally would assume this role, however in the meantime, Assistant City Engineer Jerry Wallace has agreed to take on this responsibility as he has been the person who has been handling most floodplain issues in house.

Staff Recommendation: Appoint Assistant City Engineer Jerry Wallace as the City's new Floodplain Administrator.

Background and Project Summary: N/A

Policy Analysis: N/A

Financial Analysis: N/A

Previously Presented Information and Commission Actions:

None



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

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and
Sewer

Commission

Vice President

Brad Olson

Primary Portfolio:

Street, Water and
Sewer

Secondary Portfolio:

Sanitation

Commissioner

Eric Gjerdevig

Primary Portfolio:

Planning, Zoning and
Engineering

Secondary Portfolio:

Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and
Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

City Administrator

Tina Fisk

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: September 6, 2022

Subject: Project No. 2262 – Concrete Pavement Repair (City Wide)

Action: Authorize Notice to Proceed; AND Adopt Resolution Approving Contract and Contractor's Bond.

New Information and Recommendation:

During their regular meeting held on August 15, 2022 the City Commission reviewed bids and awarded the contract to Ti-Zack Concrete, Inc. The contract documents were prepared and delivered to the City Attorney's office for review. After review, the attached Resolution was prepared for the city commission's review and approval.

The following documents are attached for review/consideration:

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

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

Policy Analysis:

Concrete repair projects of a similar scope were completed in 2020 and 2021. As part of a proactive pavement management philosophy, we anticipate similar projects to continue annually. The Engineering Department will continue to collaborate pavement management projects with Public Works and strive to improve the quality and sustainability of our public streets. Public Works will use the equipment to complete work ahead of contracted services to lower future construction costs.

Financial Analysis:

The Engineer's Report shows a total estimated cost of \$764,000 with \$654,000 for construction and \$110,000 for equipment and materials. The 2022 CIP had an estimated total cost of \$1,100,000 for both construction and the equipment/material purchase. Proposed funding is anticipated to be Capital Improvement Sales Tax.

Previously Presented Information and Commission Actions:

August 15, 2022-

- **Staff Recommendation:** Award contract to Ti-Zack Concrete, Inc.
- **Commission Action:** Commissioner Olson moved and Commissioner Anderson seconded to approve. No opposition, motion carried.

July 18, 2022 –

- **Staff Recommendation:** Approve Plans and Specs and authorize bid advertisement
- **Commission Action:** Commissioner Olson moved and Commissioner Anderson seconded to approve. No opposition, motion carried.

June 20, 2022-

- **Staff Recommendation:** Create Project No. 2262 and Direct Engineer to prepare report; Approve Engineer's Report and Direct Engineer to prepare Plans and Specifications. Authorize staff to purchase foam trailer equipment and materials.
- **Commission Action:** Commissioner Olson moved and Commissioner George seconded to approve. Commissioner Simmons opposed, motion carried on a 4 to 1 vote.

NOTICE TO PROCEED

Owner:	City of West Fargo	Owner's Contract No.:	2262
Contractor:	Ti-Zack Concrete, INC	Contractor's Project No.:	
Engineer:	City of West Fargo	Engineer's Project No.:	2262
Project:	Concrete Pavement Repair	Contract Name:	Project No. 2262 – Concrete Pavement Repair
		Effective Date of Contract:	August 15, 2022

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on August 15, 2022.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Substantial Completion is November 11, 2022 and the date of readiness for final payment is December 2, 2022.

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

- Submit any required Storm Water Permits or Plans.

Owner: City of West Fargo

Authorized Signature

By: Bernie L. Dardis

Title: President of the Board of City Commissioners

Date Issued: _____

Copy: Engineer

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING CONTRACT AND CONTRACTOR'S BOND IN
PROJECT NO. 2262 – CONCRETE PAVEMENT REPAIR

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

Dated: September 6, 2022

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

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



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

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and
Sewer

Commission

Vice President

Brad Olson

Primary Portfolio:

Street, Water and
Sewer

Secondary Portfolio:

Sanitation

Commissioner

Eric Gjerdevig

Primary Portfolio:

Planning, Zoning and
Engineering

Secondary Portfolio:

Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and
Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

City Administrator

Tina Fisk

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: September 6, 2022

Subject: Project No. 2263 (New Traffic Control System at 9th st and 10th ave E)

Action: Authorize Notice to Proceed; AND Adopt Resolution Approve Contract and Contractor's Bond.

New Information and Recommendation:

During their regular meeting held on August 15, 2022 the City Commission reviewed bids and awarded the contract to Strata Corporation. The contract documents were prepared and delivered to the City Attorney's office for review. After review, the attached Resolution was prepared for the city commission's review and approval

The following documents are attached for review/consideration:

- Notice to Proceed
- Resolution Approve Contract and Contractor's Bon

Staff Recommendation: Authorize Notice to Proceed; AND Adopt Resolution Approve Contract and Contractor's Bond.

Background and Project Summary:

With the construction of the fire station just east of 9th Street E and 10th Ave E, emergency vehicles will be passing through this intersections several times a day. A recent traffic study shows that 10th Ave has peak hour breakdowns in traffic flow that could increase response times. Removing the existing stop control, adding a traffic signal and preemption system will alleviate the congestion at these times.

Policy Analysis:

This project will improve the overall safety of the intersection and allow for emergency preemption from the adjacent fire station. It will be designed by a consultant and bid by West Fargo following local, state and federal regulations. Once complete, West Fargo will operate and maintain the signal. Based on current traffic parameters, the traffic signal doesn't meet federal warrants. This affects grant eligibility along this corridor for future projects, but will be reevaluated if/when such funding is pursued.

Financial Analysis:

The Engineer's Estimate for construction costs was \$375,000. The Statement of Costs anticipates a total cost of \$535,700 which includes 10% contingencies. The 2022 CIP budgeted \$500,000 total costs for this project and funding is anticipated to be covered by Capital Improvement Sales Tax funds.

Previously Presented Information and Commission Actions:

August 15, 2022-

- **Staff recommendation:** Award contract to Strata Corporation.
- **Commission Action:** Commissioner Simmons moved and Commissioner Anderson seconded to approve. No opposition, motion carried.

July 18, 2022 –

- **Staff recommendation:** Approve Plans and Specs and authorize bid advertisement.
- **Commission Action:** Commissioner Olson moved and Commissioner Anderson seconded to approve. No opposition, motion carried.

April 18, 2022 –

- **Staff Recommendation:** Create Project 2263; Approve Engineer's Report; AND Direct Engineer to prepare Plans and Specifications
- **Commission Action:** Commissioner Olson moved and Commissioner Gjerdevig seconded to approve. Commissioner George was absent and not voting. No opposition, motion carried.

NOTICE TO PROCEED

Owner:	City of West Fargo	Owner's Contract No.:	2263
Contractor:	Strata Corporation	Contractor's Project No.:	
Engineer:	City of West Fargo	Engineer's Project No.:	2263
Project:	Traffic Signal at 9th St E and 10th Ave E		
	Contract Name:	Project No. 2263 – Traffic Signal Installation	
	Effective Date of Contract:	August 15, 2022	

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on August 15, 2022.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Substantial Completion is May 19, 2023, and the date of readiness for final payment is July 1, 2023.

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

- Submit any required Storm Water Permits or Plans.

Owner: City of West Fargo

Authorized Signature

By: Bernie L. Dardis

Title: President of the Board of City Commissioners

Date Issued: _____

Copy: Engineer

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING CONTRACT AND CONTRACTOR'S BOND IN
PROJECT NO. 2263 – NEW TRAFFIC CONTROL SYSTEM; AND INCIDENTALS

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

Dated: September 6, 2022

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

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



To: Tina Fisk, City Administrator
Dustin Scott, Assistant City Administrator

From: Matthew Andvik, Public Works Director
Logan Jacobson, Sanitation Manager

Date: September 6th, 2022

Subject: Purchase of Rubicon Waste Management Software

Action: Approve purchase of Rubicon Software

Commission President

Bernie Dardis

Primary Portfolio:
Administration/Finance

Secondary Portfolio:
Street, Water and Sewer

Commission Vice President

Brad Olson

Primary Portfolio:
Street, Water and Sewer

Secondary Portfolio:
Administration/Finance

Commissioner

Roben Anderson

Primary Portfolio:
Planning, Zoning and Engineering

Secondary Portfolio:
Sanitation

Commissioner

Mark Simmons

Primary Portfolio:
Police and Fire

Secondary Portfolio:
Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:
Sanitation

Secondary Portfolio:
Police and Fire

Administration

Tina Fisk, Administrator

Dustin Scott, Assistant Administrator

Summary and Recommendation:

Due to the rapid growth of the City of West Fargo, the Sanitation Department has been looking for ways to become more efficient and continue to offer excellent service to the community. Rubicon is a route optimization, dispatch, scheduling, customer database, fleet service, and asset management software built for municipal waste service. Waste companies are evolving to increasing demands for digital services and increasing environmental and state requirements.

The benefits Rubicon software:

- Technology approved by IT Department
- Improve Route Efficiency – Collection services are the single largest cost to the Sanitation Department. Increasing pickups per day, reducing fuel usage, lowering greenhouse gas emissions, and saving money.
- Increase customer service – Services are verified, operators are able to note issues at the curb – enabling the City to reduce missed pickups and unnecessary return trips, address resident requests in real time, and identify areas for improved citizen education. (i.e. contamination, bin set out times)
- Enhance Vehicle Maintenance capabilities – Telematics, GPS, and critical fault codes in real time. Preventing just one on – route breakdown annually has the potential to save thousands of dollars.
- Digitize Operations – reducing paper consumption with electronic route sheets, pre / post trip equipment inspections, scale tickets, and route details. Removing paper and easily be able to maintain, review, and analyze important customer, route, and vehicle information.

Policy Analysis:

The Sanitation Department is committed to offering excellent service to the community. Our residents should see greater service

satisfaction due to transparency and consistency. Our operators will see a more manageable streamlined workload, while increasing productivity. Our fleet will benefit from reduced truck costs, with fewer miles driven and balanced routing. West Fargo will continue to be a leader in progressive sanitation technology.

Financial Analysis:

To purchase the Rubicon software, it is an initial 3-year contract. The first year includes \$10,000 in training and implementation, plus the annual fee for the total cost in 2022 of \$51,472. The Annual recurring total is \$41,472.00 for years 2 & 3. After the 3rd installment any additional extensions or renewals will be charged at \$41,472.00. The total cost of the 36-month agreement is \$134,416.00. The purchase of this software was included in Sanitation Technology budget for 2022.

Process/Timeline:

If approved and order is placed we would have a projected delivery of needed equipment hardware in 2 weeks and be implementing the program in all vehicles as soon as these devices are set up.

MASTER SOFTWARE SERVICES AGREEMENT

THIS MASTER SOFTWARE SERVICES AGREEMENT (this “Agreement”) is made and entered into as of [REDACTED], by and between RUBICON GLOBAL, LLC, a Delaware limited liability company (“Rubicon”), and THE CITY OF WEST FARGO, ND with a principal place of business at 800 Fourth Ave. E, Ste. 1, West Fargo, ND 58078 (“Client”).

In consideration of the mutual covenants and agreements made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions.

Capitalized terms used and not otherwise defined in this Agreement shall have the following meanings:

1.1 “Affiliate” means any entity that is controlled by Client, where “control” means the ownership of, or the power to vote, more than fifty percent (50%) of the voting stock, shares, or interests in an entity.

1.2 “Agreement” means this Agreement, and any Orders, exhibits, Statements of Work and amendments to the foregoing.

1.3 “Client” means the entity entering into this Agreement and any Affiliate designated in this Agreement or an Order which is authorized to receive the Subscribed Services. Client shall be fully responsible for the performance of all of its Affiliates’ obligations under this Agreement.

1.4 “Client Content” means all data, imagery, information and other content (a) transmitted by or on behalf of Client through the System; (b) provided by Client or on Client’s behalf for use in connection with the Subscribed Services; or (c) otherwise processed or stored by Rubicon or its contractors on Client’s behalf pursuant to this Agreement.

1.5 “Documentation” means the then-current, commercially available user manuals, training materials and technical manuals relating to the Subscribed Services provided to Client by Rubicon pursuant to this Agreement.

1.6 “Effective Date” means the earlier of (a) the date this Agreement and the first Order are accepted and signed by Rubicon; or (b) the date Client begins using or receiving the Subscribed Services.

1.7 “Intellectual Property Rights” means, on a world-wide basis, any and all (a) rights associated with works of authorship, including without limitation, copyrights, copyrightable rights, moral rights and mask work rights; (b) trademark, service mark and trade name rights and any similar rights recognized under applicable law; (c) rights in confidential information and trade secret; (d) patents and patentable rights; (e) all rights with respect to inventions, discoveries, improvements, know-how, formulas, algorithms, processes, technical information and other technology; (f) all other intellectual and industrial property rights of every kind or nature, whether arising by operation of law, contract, license or otherwise; and (g) all international, national, foreign, state and local registrations, applications for registration and any renewals and extensions thereof (including, without limitation, any continuations, continuations-in-part, divisions, reissues, substitutions and reexaminations), all goodwill associated therewith, and all benefits, privileges, causes of action and remedies relating to any of the foregoing (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and extensions; to sue for all past, present and future infringements or other violations relating thereto; and to settle and retain all proceeds from any such actions).

1.8 “Marks” means the trademarks, service marks or trade names of Client.

1.9 “Order(s)” means the order(s), and any amendments thereto, executed by the parties and which references this Agreement. Each Order shall specify the Subscribed Services being subscribed for, the licensing parameters, the term of the Order, the applicable fees, billing period, and other charges, as well as payment terms. Each Order with the terms of this Agreement, and any exhibits and amendments to such Order, is a separate and independent contractual obligation of Rubicon from any other Order. In the event of any conflict between the terms of this Agreement and the terms of any such Order, the terms of such Order shall prevail.

1.10 “Professional Services” means implementation, consulting and training services, including without limitation, technical services to facilitate setup and deployment of the Subscribed Services specified in a Statement of Work.

1.11 “Rubicon Software” means Rubicon’s proprietary software programs used by Rubicon to provide the Subscribed Services (including, without limitation, all source code, object code, designs, copyrightable works, ideas, inventions, technology and other Intellectual Property Rights therein), as modified, enhanced or replaced by Rubicon from time to time. For the avoidance of doubt, Rubicon Software does not include Client Content.

1.12 “Statement of Work” means a document executed by both parties that describes the Professional Services to be performed by Rubicon pursuant to the Professional Services Terms (as defined in Section 2.6), including without limitation, the project assumptions, specifications, scope, work plan, responsibilities, duration and fees for such Professional Services, which Statements of Work shall reference this Agreement and be sequentially numbered. Each Statement of Work with the Professional Services Terms, and any exhibits, change orders and amendments to such Statement of Work, is a separate and independent contractual obligation of Rubicon from any other Statement of Work.

1.13 “Subscribed Services” means Rubicon’s proprietary, web-based services set forth in an Order which are provided to Client on a subscription basis and enable use of the Rubicon Software through the System.

1.14 “System” means the Rubicon Software and the server grade computers and related networks maintained by or on behalf of Rubicon and its third-party providers to host the Rubicon Software and provide the Subscribed Services to Client, all as hereafter modified, enhanced or replaced by Rubicon.

1.15 “Third Party Offerings” means services delivered or performed by third parties independently of Rubicon related to the Subscribed Services, or other online, web-based CRM, ERP, or other business application subscription services, and any associated offline products provided by third parties, that interoperate with the Subscribed Services.

1.16 “Work Product” means any software, data, documentation, graphics, text, code, inventions, pictures, audio, video, animations, enhancements, improvements, methods, processes, works of authorship, work-flow methods or other deliverables or any portions of the foregoing that Rubicon creates, whether alone or jointly, while performing Professional Services or any other services hereunder. Work Product excludes: (a) the Subscribed Services; (b) the System; (c) any generic routines or code that have general application to the Rubicon Software or System; and (d) all modifications, alterations, derivative works and enhancements to the foregoing, and all copies thereof.

2. Services.

2.1 Subscribed Services. Subject to the terms and conditions set forth herein, including without limitation, Client’s payment of all applicable fees, Rubicon hereby agrees to provide the Subscribed Services, and in connection therewith, Rubicon hereby grants to Client during the term of the applicable Order a non-exclusive, non-transferable, non-sublicensable, limited right and license to (a) access and use of the Subscribed Services subject to the terms specified in the SOW and as specified in the applicable Order, solely for Client’s internal use; (b) to transmit and receive Client Content to and from the System; and (c) use the Documentation in connection with such rights. The rights granted to Client pursuant to any Order shall terminate upon the termination or expiration of this Agreement or the applicable Order for any reason. All rights not expressly granted to Client are reserved by Rubicon and its licensors.

2.2 Limitations. Client shall not: (a) access or use any portion of the Subscribed Services or System except as expressly authorized pursuant to an Order; (b) cause or permit decompilation, reverse assembly or reverse engineering of all or any portion of the Subscribed Services or System; (c) copy any ideas, features, functions or graphics of the Subscribed Services or System or modify or make derivative works based upon the Subscribed Services or System; (d) delete, fail to reproduce or modify any patent, copyright, trademark or other proprietary rights notices which appear on or in the Subscribed Services, System or Documentation; or (e) directly or indirectly, sublicense, relicense, distribute, disclose, use, rent or lease the Subscribed Services or System, or any portion thereof, for third party use, third party training, facilities management or time-sharing, or use as an application service provider or service bureau. Without limiting the foregoing, Client may not use the Subscribed Services or System to: (i) send or store material containing viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (ii) interfere with or disrupt the integrity or performance of the Subscribed Services, System or the data contained therein; or (iii) attempt to gain unauthorized access to the Subscribed Services or System.

2.3 Support. Client will be responsible for providing first line maintenance and support to its authorized end users in connection with the Subscribed Services. Qualified employees of Client who have been trained on use of the Subscribed Services (the “Designated Employees”) to contact Rubicon with technical questions or issues with respect to the Subscribed Services and to report System outages or failures. Rubicon shall respond to the technical support questions from the Designated Employees and commence the process of responding to System or Subscribed Services outages or failures in

accordance with Rubicon's standard procedures. The Designated Employees shall assist Rubicon in resolving issues with the Subscribed Services and System as Client resources allow. Rubicon acknowledges that limited availability of Designated Employees does not, under any circumstance, waive Rubicon's obligations described in Addendum A. Rubicon is under no obligation to provide functional updates, enhancements or upgrades to the System or Subscribed Services by any time certain.

2.4 System Availability. Rubicon will use commercially reasonable efforts to enable and maintain access to the Subscribed Services. Updates to the System will be scheduled for evenings and/or weekends to minimize disruption. Client acknowledges and agrees that certain portions of the Subscribed Services, including without limitation, data storage, hosting, and System hardware management, may be provided by third party service providers. Rubicon will provide ongoing management of the System, located at the third-party provider's location, in accordance with Rubicon's agreement with the third-party provider(s), in order to maintain the best practical availability of the Subscribed Services. Rubicon may change its third-party data hosting provider to another hosting provider, in Rubicon's sole discretion, from time to time. Additional system availabilities can be found in Addendum A.

2.5 Browsers. Client acknowledges and agrees that the Subscribed Services will only be compatible with and support use with the most recently superseded version for one year from the date of the general release of the then-current version, of the following browsers: Edge, Firefox, Safari and Google Chrome.

2.6 Professional Services. If requested and as available, Rubicon will provide Client with Professional Services pursuant to mutually agreeable Statements of Work in accordance with the Professional Services Terms attached hereto as Exhibit A ("Professional Services Terms").

2.7 Provisioning of the Subscribed Services. Rubicon may update the functionality and user interface of the Subscribed Services from time to time in its sole discretion as part of its ongoing improvement of the Subscribed Services. Client agrees that its subscription to the Subscribed Services is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Rubicon regarding future functionality or features.

3. Client Obligations.

3.1 Resources. Except as expressly set forth herein, Client and its end users shall be solely responsible for providing all resources, equipment and software at its or their respective facilities which are necessary for them to access the System and/or receive the Subscribed Services. Client and its end users must provide all equipment and licenses necessary to access and use the Internet, and pay all fees associated with such access and use. To the extent Rubicon's provision of the Subscribed Services requires data, documents, information or materials of any nature to be furnished, in whole or in part, by Client or its employees, agents, contractors, representatives or authorized users, Client will cause such employees, agents, contractors, representatives and authorized users to furnish such data, documents and information in a manner which permits Rubicon to perform the Subscribed Services as contemplated herein.

3.2 Third Party Coordination; Required Consents. To the extent the Subscribed Services require access to a third party service provider who is under contract with Client, or access or use of such provider's information or interconnection with such provider's services, facilities, technology or systems in order to receive or transmit Client Content, Client shall be responsible for obtaining any required third party licenses or consents necessary for Rubicon to access and use such information, services, facilities, technology or systems.

3.3 Third-Party Web Sites, Products and Services. The Subscribed Services may rely on or require that Client access Third Party Offerings. If Client elects to use the Subscribed Services with Third Party Offerings, Client agrees that: (a) its use of Third Party Offerings must at all times comply with the terms of service governing such offerings; and (b) Rubicon has the right to export and import Client Content to and from such Third-Party Offerings for purposes of delivering the Subscribed Services purchased by Client. Client's or its user's use of third-party websites must at all times comply with the terms of service governing such websites. Client understands and agrees that the availability of the Subscribed Services, or certain features and functions thereof, is dependent on the corresponding availability of Third-Party Offerings or specific features and functions of Third-Party Offerings. Rubicon will not be liable to Client or any third party in the event that changes in Third Party Offerings cause the unavailability of the Subscribed Services or any feature or function thereof. Rubicon may also refer Client to third party service providers that offer Third Party Offerings. Rubicon does not make any representations or warranties regarding any such Third Party Offerings, whether or not such Third Party Offerings or services are designated by Rubicon as "certified," "approved," "recommended" or otherwise, or the services are provided by a third party that is a

member of a Rubicon partner program. To the extent that Rubicon requires that Client grant Rubicon authorizations, passwords or other user credentials to a Third-Party Offering ("Rubicon Access Codes") to retrieve Client Content or to enable interoperability with the Subscribed Services, Client shall promptly provide such Rubicon Access Codes.

3.4 Integrated Third-Party Software. Rubicon may integrate third-party computer software into the Subscribed Services. In such an event, Rubicon will obtain, at no additional charge to Client, all rights necessary for Client to use such third-party computer software with the Subscribed Services. All free software is distributed to Client WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. A copy of the free software is included with the Subscribed Services. Rubicon disclaims on behalf of all individuals or entities that distributed such free software to Rubicon (the "Contributors") all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose; and Rubicon excludes on behalf of all such Contributors (i) all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits; and (ii) any provisions which differ from this Agreement which are offered by any particular Contributor alone and not by any other party.

3.5 Compliance with Laws. Client will comply with all applicable laws, rules and regulations relating to Client's or its authorized user's receipt or use of the Subscribed Services. Without limiting the foregoing, Client will be solely responsible for determining the extent to which the design or provision of the Subscribed Services is subject to any privacy laws or regulations ("Privacy Laws") or the oversight of any regulatory agency charged with the enforcement thereof ("Regulatory Oversight"). To the extent that the design and operation of the Subscribed Services is subject to any Privacy Laws or Regulatory Oversight, Client will specify any procedures to be taken by Rubicon during the customization and provision of the Subscribed Services to cause the Subscribed Services to be in compliance with such Privacy Laws and Regulatory Oversight. Client shall not export the Subscribed Services, System or Documentation in violation of U.S. Department of Commerce export administration regulations.

3.6 Activity. Rubicon will provide Client access to the Subscribed Services by issuance of a confidential site address and passwords to Client. Client is responsible for maintaining the confidentiality of such address and passwords and any activity that transpires through the use of such address and passwords. Client shall: (a) notify Rubicon immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (b) report to Rubicon immediately and use reasonable efforts to stop immediately any unauthorized copying or distribution of Client Content that is known or suspected by Client; and (c) not impersonate another Rubicon client or user or provide false identity information to gain access to or use of the Subscribed Services.

4. Prices; Ordering; Payment.

4.1 Invoicing and Payment. Except as otherwise specified in an Order or Statement of Work: (a) Client shall pay to Rubicon all fees, charges and expenses due and owing pursuant to an Order or Statement of Work in U.S. dollars to the address designated on the invoice within thirty (30) days following Rubicon's invoice date; and (b) all payment obligations are non-cancellable, non-refundable and non-contingent. Client may not set-off any amounts owing to Client against any payments owing to Rubicon hereunder. Payments which are not received when due shall bear interest at the lesser of the maximum amount chargeable by law or one and a half percent (1½%) per month commencing with the date payment was due. In addition, in the event Client fails to timely pay any fees or charges when due, Rubicon may, in its discretion, suspend or terminate any Subscribed Services or other services hereunder in accordance with Section 5.4. Client will continue to be charged for all Subscribed Services and other services during any period of suspension.

4.2 Taxes and Duties. Excluding taxes based on Rubicon's net income, Client is liable and responsible for paying all federal, state and local sales, foreign withholding, value added, use, property, excise, service and other taxes, and all duties and customs fees relating to Client's receipt or use of the Subscribed Services, whether or not Rubicon invoices Client for such taxes, duties or customs fees, unless Client timely provides Rubicon with a valid tax exemption or direct pay certificate showing Client is exempt from such payments. If Rubicon is required to pay any such taxes, duties or customs fees, Client shall reimburse Rubicon for such amounts in accordance with Section 4.1, and Client further agrees to indemnify, defend and hold harmless Rubicon for any such taxes, duties and customs fees and any related costs, interest and penalties paid or payable by Rubicon with respect thereto.

4.3 Audits. During the Term, upon thirty (30) days prior written notice to Client, Rubicon may audit Client's facilities, records and use of the Subscribed Services to determine Client's compliance with the terms and conditions of this

Agreement. Such audits shall occur during regular business hours and shall be conducted in a manner designed to limit disruption to Client's business.

5. Term and Termination.

5.1 Term. The term of this Agreement ("Term") shall commence on the Effective Date and shall continue for a period of one (1) year unless earlier terminated in accordance with the provisions hereof. The Term shall allow for unlimited one-year extensions at additional cost.

5.2 Automatic Monthly Extension. On the last day of the Term, unless (a) an agreement for a renewal term has been executed; or (b) either party provides a written notice of non-renewal at least seven (7) days in advance of the last day of the then-current term, this Agreement will automatically extend and continue to be effective on a month-to-month basis until either (a) or (b) occurs ("Automatic Monthly Extension").

5.3 Termination. Either party may terminate this Agreement or the applicable Order or Statement of Work if the other party breaches this Agreement or such Order or Statement of Work, as applicable, and fails to correct the breach within thirty (30) days following receipt of written notice from the non-breaching party. In addition, Rubicon may terminate this Agreement immediately if Client files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or if a trustee is set up to administer a substantial portion of Client's assets or business.

5.4 Suspension of Services. In the event (a) Client fails to timely pay any fees when due; or (b) Rubicon believes, upon advice of counsel, that any element of the Subscribed Services, or Client's receipt or use thereof, violates any applicable law, rule or regulation, Rubicon may in its sole discretion suspend or terminate any Subscribed Services and other services immediately without notice.

5.5 Effect of Termination. Upon termination of this Agreement or an Order or Statement of Work for any reason, all payment obligations shall become immediately due and owing and Client shall immediately cease using the applicable Subscribed Services and return all Documentation to Rubicon. In addition, in the event this Agreement or any Order is terminated early, before completion of the applicable term, for any reason other than due to Rubicon's breach, Client shall pay to Rubicon (in addition to any other amounts due under this Agreement) as liquidated damages within thirty (30) days following any such termination, (a) any non-refundable costs incurred by Rubicon in connection with such termination including, but not limited to, hardware costs and licensing fees paid to third party licensors; and (b) fifty percent (50%) of the remaining annual recurring fees (including, without limitation, the subscription fees paid to use and access the Subscribed Services) that would have been charged for the then remaining term of the Agreement or Order(s), as applicable, all of which shall be immediately accelerated. Client acknowledges and agrees that (i) the payment of such fees does not constitute a penalty, but is due to the difficulty in estimating actual damages for early termination; (ii) such fees are a reasonable estimate of the amounts required to fairly compensate Rubicon in such events; and that (iii) such fees have taken into consideration Rubicon's cost savings due to the termination of this Agreement and the present value of accelerated payments. Upon termination of this Agreement, Client shall also return to Rubicon or destroy all copies of Rubicon's Trade Secrets and Confidential Information in every form. Upon request of Rubicon, Client agrees to certify in writing to Rubicon that it and each of its Affiliates have performed the foregoing obligations. Sections 1, 4, 5.5, 6.2, 6.3, and 7, 8, 10 and 11 shall survive any termination of this Agreement in accordance with their respective terms. In the event of any termination hereunder, Client shall not be entitled to any refund of any payments made by Client.

6. Representations and Warranties.

6.1 Services Warranty. Provided that Client notifies Rubicon of the non-conformance within the warranty period, and subject to the limitations set forth herein, Rubicon warrants that the Subscribed Services will be provided substantially in accordance with the applicable Documentation for a period of ninety (90) days from the date such Subscribed Services are first provided. No specific result from the provision of Subscribed Services is assured or guaranteed. In the event of any breach of the foregoing warranty, Rubicon shall, at its option and as Client's sole and exclusive remedy, (a) re-perform the Subscribed Services which were not performed as warranted at no additional charge; or (b) in the event Rubicon is unable to re-perform such Subscribed Services after exercising commercially reasonable efforts to do so, refund the fees paid to Rubicon for the Subscribed Services which were not performed as warranted. Notwithstanding the foregoing, Rubicon shall have no obligation to provide the warranty services described in this Section 6.1 if: (i) the performance failure is at least partially attributable to Client's deviation from applicable operating instructions or failure to perform Client's obligations set forth in this Agreement; or (ii) Client or any other person or entity (other than Rubicon) has modified the Subscribed Services.

6.2 Client Acknowledgment. Client acknowledges and agrees that it has made its own evaluation in deciding to subscribe for the Subscribed Services. The warranties provided in this Agreement extend solely to Client and to no other person or entity whatsoever. Without limiting the foregoing, Rubicon is not responsible for the results that may be obtained from use of the Subscribed Services.

6.3 DISCLAIMERS. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, RUBICON MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO THE SUBSCRIBED SERVICES, THE SYSTEM OR ANY OTHER SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, PROFESSIONAL SERVICES. RUBICON EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL WARRANTIES ARISING FROM CONDUCT, COURSE OF DEALING OR CUSTOM OF TRADE, AND ALL WARRANTIES OF TITLE AND NON-INFRINGEMENT. RUBICON DOES NOT WARRANT THAT THE SUBSCRIBED SERVICES, SYSTEM OR OTHER SERVICES ARE OR WILL BE ERROR-FREE OR THAT THE USE OR OPERATION OF THE SUBSCRIBED SERVICES, SYSTEM OR OTHER SERVICES WILL BE UNINTERRUPTED OR THAT ALL ERRORS OR ISSUES WITH THE SUBSCRIBED SERVICES, SYSTEM OR OTHER SERVICES CAN OR WILL BE CORRECTED.

7. Confidentiality.

7.1 Confidentiality. Each party (the “Receiving Party”) acknowledges that it will have access to Confidential Information and Trade Secrets of the other party (the “Disclosing Party”). For purposes of this Agreement, “Trade Secrets” means information, without regard to form, which: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; and “Confidential Information” means information, other than Trade Secrets, that is of value to Disclosing Party and is treated as confidential. Rubicon’s Trade Secrets and Confidential Information include, without limitation, the Subscribed Services, the System, the Documentation and object and source code for the Rubicon Software. The Receiving Party agrees to use the Trade Secrets and Confidential Information of the Disclosing Party solely for purposes of performing its obligations or exercising its rights under this Agreement. The Receiving Party agrees to discuss the Trade Secrets and Confidential information of the Disclosing Party only with, and to transmit the Trade Secrets and Confidential Information only to, those officers, employees and consultants of the Receiving Party who have a need to know the Trade Secrets or Confidential Information for the purposes set forth herein and who have agreed in writing to treat such information as confidential on terms no less restrictive than as set forth in this Agreement. The parties acknowledge and agree that the terms of any previously executed confidentiality or nondisclosure agreements shall remain in effect with respect to the information exchanged thereunder.

7.2 Security Precautions. The Receiving Party shall take commercially reasonable security precautions to prevent unauthorized use and disclosure of the Trade Secrets and Confidential Information of the Disclosing Party and shall use at least the same degree of care the Receiving Party employs with respect to its own Trade Secrets and Confidential Information, but in no event less than a reasonable standard of care. The Receiving Party shall not permit unauthorized access to the Trade Secrets or Confidential Information of the Disclosing Party.

7.3 Duration and Exceptions. With regard to Confidential Information, the obligations in this Section 7 shall continue for the Term and for a period of five (5) years thereafter. With regard to Trade Secrets, the obligations in this Section 7 shall continue for so long as such information constitutes a trade secret under applicable law, but in no event less than the Term and for a period of five (5) years thereafter. The Receiving Party’s obligations with respect to Trade Secrets and Confidential Information of the Disclosing Party shall not apply to the extent such Trade Secrets or Confidential Information: (a) are previously known to the Receiving Party without restriction on disclosure; (b) cease to be secret or confidential except by reason of a breach of this Agreement by the Receiving Party; (c) are independently developed by the Receiving Party without reference to the Trade Secrets or Confidential Information of the Disclosing Party; or (d) were received from a third party without obligations of confidence and without breach of this Agreement. In addition, the Receiving Party may disclose Trade Secrets and Confidential Information of the Disclosing Party to the extent such disclosure is required by applicable law or by any governmental authority, provided the Receiving Party notifies the Disclosing Party, if permitted by law, of the applicable legal requirements before such disclosure occurs so as to enable the Disclosing Party to obtain such protection as may be available to preserve the confidentiality of such information.

8. Intellectual Property Rights.

8.1 Rubicon's Intellectual Property. Rubicon (or its licensors) retains title to the Subscribed Services, System, and Documentation, and all modifications, alterations, derivative works, and enhancements thereto, and all copies thereof and Intellectual Property Rights therein. Except as specified herein, Client does not acquire any rights, express or implied, in the Subscribed Services, System or Documentation, and has no right to commercialize or transfer the Subscribed Services, System or Documentation, in whole or in part. No license, right or Intellectual Property Right in any Rubicon trademark, trade name or service mark is granted pursuant to this Agreement. Subject only to the following, title to all Work Product will at all times remain the sole and exclusive property of Rubicon or its licensors; provided that Rubicon shall not obtain any ownership rights in any Client Content provided by, or on behalf of, Client. Upon request, Client agrees to execute such documents as may be reasonably requested by Rubicon to secure Rubicon's rights in and to the foregoing. Rubicon hereby grants Client during the term of the applicable Order a non-exclusive, royalty free (subject only to the fees provided for in a Statement of Work), limited right and license to copy, use, modify and sub-license all Work Product.

8.2 Client Content. Client shall own all Client Content. Client shall have sole responsibility for the accuracy, completeness, quality, integrity, legality, reliability, timeliness, appropriateness, and intellectual property ownership and right to use all Client Content, and Rubicon shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store Client Content for any reason. Rubicon does not warrant the correctness, completeness, merchantability or fitness for a particular purpose of any Client Content, and Client shall hold Rubicon harmless from any and all third-party claims arising out of Client's use or dissemination of any such Client Content. In the event this Agreement is terminated (other than by reason of Client's breach), Rubicon will make available to Client a file of the Client Content in its possession, if any, within thirty (30) following Client's request; provided such request is made within thirty (30) days following termination of the Agreement. Rubicon reserves the right to (a) withhold, remove and/or discard Client Content in its possession, if any, in the event Client breaches this Agreement, including, without limitation, non-payment of fees and charges; and (b) purge and delete Client Content, if any, in its possession if Client fails to request such Client Data within thirty (30) days following termination of this Agreement.

8.3 License to Client Content. Client hereby grants to Rubicon the non-exclusive right and license to (a) receive, retrieve, process, use and transmit any Client Content necessary or reasonably desirable to perform the Subscribed Services or other services; (b) use, copy, manipulate and store any Client Content that will be archived, stored or otherwise transmitted in connection with the Subscribed Services or other services; and (c) to aggregate Client Content and data with content and data from other clients ("Data Aggregations") for purposes including, without limitation, product and service development and commercialization and quality improvement initiatives. Rubicon will redact Client Content in such a way as to not divulge Client's Confidential Information or Trade Secrets. All Data Aggregations will be the sole and exclusive property of Rubicon.

8.4 License to the Marks. Client hereby grants to Rubicon the worldwide, non-exclusive limited right and license during the Term to use the Marks in connection with performance of the Subscribed Services and its other obligations under this Agreement.

9. Defense and Indemnification.

9.1 Limited Covenant to Defend. Rubicon will defend any third party claim brought against Client in the United States to the extent that the claim, if true, would constitute an infringement or misappropriation by the Subscribed Services of any valid and subsisting patent or copyright (a) recognized under the laws of the United States; and (b) of which Rubicon had actual knowledge; provided, however, that: (i) Client immediately advises Rubicon of the claim upon learning of the assertion of the claim; and (ii) Rubicon is given the sole right to control the defense and/or settlement of the claim, in litigation or otherwise.

9.2 Injunctions Obtained by Third Parties. If a third-party infringement claim, of which Rubicon is notified in accordance with Section 9.1 (or of which Rubicon is otherwise aware or believe is likely) results, or in Rubicon's opinion is likely to result, in an injunction prohibiting Client from continued use of the Subscribed Services that is the subject matter of the claim, then Rubicon may, in its sole discretion and at its expense: (a) procure for Client the right to continue to use the Subscribed Services that are the subject matter of the claim; (b) replace or modify the Subscribed Services that are the subject matter of the claim to make them non-infringing, but, where reasonably possible, preserving the functionality of such Subscribed Services; or (c) if the foregoing remedies are not commercially practical, suspend or terminate access to the infringing Subscribed Services.

9.3 Exceptions to Duties to Defend and Indemnify. Notwithstanding any other provisions hereof, Rubicon shall have no obligation to indemnify or defend Client for any third party claim pursuant to this Section 9, nor be required to pay

losses, damages or expenses under this Section 9, if Client agrees to settle any such claim without the prior written consent of Rubicon, or if the claim arises out of, in whole or in part: (a) a modification of the Subscribed Services by anyone other than Rubicon; (b) use of the Subscribed Services other than in accordance with the Documentation or the terms of this Agreement; (c) use of a release of the Subscribed Services without having implemented updates, the use of which would have cured the alleged infringement; (d) any third party software or service; (e) use of the Subscribed Services in combination with Third Party Offering or any other third party hardware, software, database or materials where, absent such combination, the Subscribed Services would not be infringing; or (f) Client's negligence or willful misconduct.

9.4 **Sole Obligation.** This Section 9 states Rubicon's sole obligation, and Client's sole and exclusive remedy, with respect to infringement of proprietary and Intellectual Property Rights. Notwithstanding anything else in this Section 9, Rubicon's aggregate liability for indemnification pursuant to this Section 9 shall not exceed the original subscription fees paid by Client to Rubicon for the infringing Subscribed Services.

10. Limitation on Liability.

10.1 **EXCLUSION OF DAMAGES.** IN NO EVENT SHALL RUBICON OR ANY OF ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES BE LIABLE TO CLIENT OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, OR COMPUTER FAILURE, DELAY OR MALFUNCTION), EVEN IF RUBICON HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

10.2 **LIMITATION OF LIABILITY.** RUBICON TOTAL AGGREGATE LIABILITY TO CLIENT OR ANY OTHER PERSON OR ENTITY FOR ANY AND ALL CLAIMS AND DAMAGES ARISING FROM OR OUT OF THIS AGREEMENT (WHETHER ARISING UNDER CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) SHALL IN NO EVENT EXCEED THE FEES PAID BY CLIENT TO RUBICON DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DAY THE ACT OR OMISSION OCCURRED THAT GAVE RISE TO CLIENT'S FIRST CLAIM.

10.3 **EXCEPTIONS.** THE FOREGOING LIMITATIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

10.4 **PROTOTYPE COMPONENT RIDER.** CLIENT ACKNOWLEDGES AND AGREES THAT SOME PARTS OF THE SYSTEM IDENTIFIED BY RUBICON AND PROVIDED TO THE CLIENT HEREUNDER ARE PRELIMINARY, TEST VERSIONS (EACH BEING A "PROTOTYPE COMPONENT" AND COLLECTIVELY "PROTOTYPE COMPONENTS"). IF AND TO THE EXTENT ANY PROTOTYPE COMPONENTS ARE PROVIDED TO CLIENT, ALL REPRESENTATIONS AND WARRANTIES, AND LIABILITIES REGARDING SUCH PROTOTYPE COMPONENTS, AND OTHER SUPPLEMENTAL TERMS AND CONDITIONS REGARDING THE PROTOTYPE COMPONENTS, SHALL BE GOVERNED BY THE "PROTOTYPE COMPONENT RIDER" ATTACHED HERETO AND INCORPORATED BY REFERENCE AS ADDENDUM C. IN THE EVENT OF AN INCONSISTENCY BETWEEN THE PROTOTYPE COMPONENT RIDER AND THE TERMS OF THIS AGREEMENT, THE TERMS OF THE PROTOTYPE COMPONENT RIDER SHALL PREVAIL AND CONTROL.

11. Miscellaneous.

11.1 **Dispute Resolution; Governing Law.** The laws of the State of Delaware shall govern this Agreement, without reference to conflicts of law rules or principles. The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods to the interpretation or enforcement of this Agreement. Client hereby consents and submits to the exclusive jurisdiction and venue over any action, suit or other legal proceeding that may arise out of or in connection with this Agreement, by any state or federal court located within or about Lexington, Kentucky, USA. Client shall bring any action, suit or other legal proceeding to enforce, directly or indirectly, this Agreement or any right based upon it exclusively in such courts.

11.2 **Force Majeure.** Neither party will be liable for any loss, damage or delay resulting from any event beyond such party's reasonable control (a "Force Majeure Event"), and delivery and performance dates will be extended to the extent of any delays resulting from any such Force Majeure Event. Each party will promptly notify the other upon becoming aware that a Force Majeure Event has occurred or is likely to occur and will use commercially reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement. Notwithstanding any other

provision of this Section 11.2, a Force Majeure Event shall not relieve Client of its obligations to pay monies due and owing to Rubicon hereunder.

11.3 Assignment. Neither party shall assign, transfer, or otherwise delegate any of its rights, duties, or obligations under this Agreement in whole or in part to any individual, firm or corporation without the prior written consent of the other party, which consent shall not be unreasonably withheld, and any attempted assignment (whether by operation of law or otherwise) shall be void; except that Rubicon may delegate any of its rights, duties, or obligations under this Agreement to one or more of its affiliates. Notwithstanding the foregoing, either party may assign its rights, duties, and obligations hereunder, without approval of the other party, to a party that succeeds to all or substantially all of its assets or business (whether by sale, merger, operation of law or otherwise), so long as the assignee agrees in writing to be bound by the terms and conditions of this Agreement; provided, however, that any such assignment by Client shall be subject to any fee adjustments specified in an Order, or that may be necessary because of Client's use of the subscribed Services beyond the licensing parameters specified in the applicable Order; and further provided that no such assignment may be to a competitor of Rubicon. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns.

11.4 Independent Contractors. Nothing in this Agreement shall be construed to create an agency, joint venture, partnership or other form of business association between the parties. Neither party has the right or authority to make any contract, representation or binding promise of any nature on behalf of the other party, and neither party shall hold itself out as having such right or authority.

11.5 No Waiver. The failure on the part of either party to exercise any right or remedy hereunder will not operate as further waiver of such right or remedy in the future or any other right or remedy.

11.6 Severability. In the event that any provision of this Agreement is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of this Agreement, and the application of such provision in any other circumstances, will not be affected thereby.

11.7 Counterparts. This Agreement may be executed in duplicate and either copy or both copies are considered originals.

11.8 Notices. All official notices (including any notices regarding breach, termination, renewal, etc.) required or permitted hereunder shall be in writing and shall be delivered personally or sent by certified, registered mail or next day express mail or courier, postage prepaid. Any such notice shall be deemed given (a) when so delivered personally; (b) three (3) days after, when sent by certified or registered mail; or (c) the day after, when sent by next day express mail or courier, as follows: (i) if to Client, to it at: 800 Fourth Ave. E, Ste. 1, West Fargo, ND 58078; (ii) if to Rubicon, to it at: Rubicon Global, LLC, 100 West Main Street, Suite 610, Lexington, KY 40507. In addition, routine, non-contractual notices, consents and approvals (including support) given under this Agreement may be delivered in writing as provided above or through electronic mail or other electronic record addressed to the parties identified herein.

11.9 Marketing. Client agrees that Rubicon may reference Client's execution of this Agreement and its status as a user of the Subscribed Services in marketing materials and in sales presentations. Rubicon may use Client's Marks in connection with such usage.

11.10 Entire Agreement. This Agreement (including any Orders, Exhibits, Statements of Work and attachments, which are hereby incorporated herein by reference) constitute the final and entire agreement between the parties, and supersedes all prior written and oral agreements, understandings, or communications with respect to the subject matter of this Agreement.

11.11 Cooperative Purchasing. Rubicon and the Client agree that other government entities (including but not limited to municipalities, counties, states, public utilities, non-profit hospitals, educational institutes, special governmental agencies, and non-profit corporations) that allow cooperative purchasing may utilize the terms of this agreement to procure Rubicon's software and services.

The undersigned represent and warrant that they are authorized as representatives of the party on whose behalf they are signing to sign this Master Software Services Agreement and to bind their respective party hereto.

CITY OF WEST FARGO, ND

RUBICON GLOBAL, LLC

Authorized Signature

Printed Name and Title

Date: _____

Authorized Signature

Printed Name and Title

Date: _____

Authorized Signature

Printed Name and Title

Date: _____

Exhibit A

Professional Services Terms

These Professional Services Terms are hereby annexed to and made a part of the Master Software Services Agreement (the “Agreement”) between Rubicon and Client. In the event any provisions of these Professional Services Terms contradict or are inconsistent with the provisions of the Agreement, the provisions these Professional Services Terms shall prevail and govern.

1. Services. Upon request by Client, Rubicon will provide consultants to perform implementation, consulting and training services to the extent such Professional Services are identified in any mutually agreed upon Statement of Work more fully describing the project assumptions, specifications, scope, work plan, responsibilities, duration and fees for such Professional Services, which Statements of Work shall reference the Agreement and be sequentially numbered. Any modifications to a Statement of Work shall be made by written change order, in Rubicon’s standard form, executed by both parties to this Agreement (a “Change Order”). Each Change Order complying with this Section shall be deemed to be an amendment to the applicable Statement of Work to which it applies and shall become a part thereof.
2. Cooperation. All Professional Services will be coordinated with the designated Client Project Coordinator, as identified in each Statement of Work. Client shall cooperate and provide information as is reasonably necessary or desirable for the timely completion of the Professional Services. Client shall at all times make available its functional and/or information technology personnel as reasonably required or desirable for Rubicon to perform the Professional Services, and Client shall timely fulfill its obligations and responsibilities set forth in each Statement of Work. To the extent required or as specified in any Statement of Work or work plan, Client shall provide Rubicon with access to its facilities, software, systems, data, information and support materials to perform the Professional Services. Client acknowledges that Rubicon’s performance hereunder is contingent on Client’s timely and effective performance of Client’s responsibilities and Client’s timely decisions and approvals. If Client fails to provide required information and/or make decisions as agreed or in a reasonably expeditious and timely manner, and such failure results in a delay in delivery of any deliverables or Work Product or to the overall project, Client agrees to extend the time frame for delivery of the deliverable or project, as applicable, on a day for day basis and compensate Rubicon for any additional work required as a result of such delay.
3. Project Control. Rubicon shall have the sole right to supervise, manage, contract, direct, procure, perform, or cause to be performed, all Professional Services performed by it pursuant to a Statement of Work. Rubicon may subcontract all or a portion of the Professional Services to a qualified third party. In recognition that Rubicon personnel may perform similar services for third parties, this Agreement shall not prevent Rubicon from providing services or developing materials that may be perceived as competitive with those developed or provided hereunder, subject to the confidentiality provisions of the Agreement.
4. Compensation. All Professional Services will be provided by Rubicon on a time, materials and expense basis at Rubicon’s then current rates, unless otherwise agreed by the parties in a Statement of Work.
5. Termination. These Professional Services Terms shall be effective as of the Effective Date of the Agreement and shall remain in effect until (a) terminated by either party upon thirty (30) days prior written notice in the event no Statement of Work is outstanding; or (b) as provided in the Agreement, whichever is earlier. Client shall be liable for payment to Rubicon for all Professional Services provided or performed prior to the effective date of any such termination, including any expenses incurred pursuant to the provision of such Services.
6. Additional Services. Any services performed by Rubicon at the request of Client that are outside the scope of any Professional Services described in the applicable Statement of Work shall be governed by these terms and will be billed at Rubicon’s then current rates.

**ORDER NUMBER 1 TO THE
MASTER SOFTWARE SERVICES AGREEMENT**

This independent Order Number ____ (“Order”) to the Master Software Services Agreement is made as of ____ (“Order Effective Date”), by and between Rubicon Global, LLC (“Rubicon”) and the CITY OF ____ (“Client”). This Order is part of the Master Software Services Agreement between the parties dated ____ (“Agreement”). Capitalized terms used and not otherwise defined in this Order shall have the respective meanings set forth in the Agreement.

1. The Subscribed Services.

DESCRIPTION	COST
Year 1 Cost	\$51,472.00
Year 2 Cost	\$41,472.00
Year 3 Cost	\$41,472.00
Total Cost (36-month contract)	\$134,416.00

The complete pricing proposal has been included in this package as Addendum B.

2. Other Charges. As may be agreed to by the parties in writing from time to time.

3. Payment Terms. The parties agree that the fees for the above services shall be a total of ONE HUNDRED THIRTY-FOUR THOUSAND, FOUR HUNDRED SIXTEEN DOLLARS AND ZERO CENTS (US\$136,416.00) payable as follows (“Fee”):

- a. US\$51,472.00 due upon execution of this Agreement.
- b. US\$41,472.00 due upon the first anniversary of this Agreement.
- c. US\$41,472.00 due upon the second anniversary of this Agreement.

4. Renewal. Unless either party gives the other party written notice of non-renewal at least ninety (90) days prior to the expiration of the initial term, upon expiration of the initial terms of the Subscribed Services (as described in the table in Section 1 of this Order) and Client’s obligations to pay the applicable fees, the parties shall meet and determine if the Agreement shall be extended by another term. If the parties shall so agree, they will negotiate in good faith terms, conditions and fees associated with any renewal term. For purposes of clarification, the liquidated damages specified in Section 5.5 of the Agreement shall apply to the initial term of the Subscribed Services, or the then-current renewal term, as the case may be.

5. Fee for the Automatic Monthly Extension Period. Fee for the Automatic Monthly Extension described in the Section 5.2 of the Agreement will be \$3,456.00 per month, which Rubicon will invoice each month while the Automatic Monthly Extension is in effect. Client shall pay all fees, charges and expenses in accordance with the Section 4 of the Agreement.

6. Separate Agreement. Rubicon may provide Professional Services regarding the Subscribed Services provided hereunder pursuant to a Statement of Work to the Professional Services Terms executed between the parties. Client understands and agrees that such Professional Services and associated Statements of Work that may be signed are separate and independent contractual obligations from any Order or amendment thereto relating to the access and use of the Subscribed Services. Client shall not withhold payments that are due and payable pursuant to this Order or any other Order(s) or amendment(s) thereto because of the status of Professional Services performed under any Statement of Work.

The undersigned represent and warrant that they are authorized as representatives of the party on whose behalf they are signing to sign this Order and to bind their respective party hereto.

ACCEPTED BY:

CITY OF WEST FARGO, ND

Authorized Signature

Authorized Signature

Printed Name and Title

ACCEPTED BY:

RUBICON GLOBAL, LLC

Authorized Signature

Printed Name and Title

ADDENDUM A

SERVICE AVAILABILITY

RUBICONSmartCity software is hosted externally using Amazon Web Services (AWS).

Below please find our standard Service Level Availability Policy (SLA):

Rubicon's Service Availability commitment for a given calendar month is **99.5%**. Service Availability is calculated per month as follows: $(\text{Total time} - \text{Unplanned Outage} - \text{Planned Maintenance}) / (\text{Total} - \text{Planned Maintenance}) \times 100$

- Definitions:
 - *Total time* is the total minutes in the month
 - *Unplanned Outage* is total minutes unavailable due to an unplanned outage in the month
 - *Planned Maintenance* is total minutes of planned maintenance in the month. Currently, Planned Maintenance is four (4) hours for weekly maintenance, four (4) hours for monthly maintenance, four (4) hours for quarterly maintenance. Rubicon's current weekly maintenance begins at 10 pm (Eastern) on Fridays; monthly maintenance begins at 2:00 am (Eastern) on Saturday; and quarterly maintenance begins at 6:00am (Eastern) on Saturday. All times are subject to change upon reasonable notice. If actual maintenance exceeds the time allotted for Planned Maintenance, it is considered an Unplanned Outage. If actual maintenance is less than time allotted for Planned Maintenance, that time is not applied as a credit to offset any Unplanned Outage time for the month. The measurement point for Service Availability is the availability of the Rubicon Service. Customer may request an availability report once per month.
- Service Response
 - Rubicon Production Support and Service Level Availability Policy (SLA)
 - Rubicon's Service Response commitment is: (1) not less than 50% of (online) transactions in two (2) seconds or less and not more than 10% in five (5) seconds or more.
 - Service Response is the processing time of the Rubicon Production Service in the Amazon Web Service data center to complete transactions submitted from a web browser.
 - The time required to complete the request will be measured from the point in time when the request has been fully received by the encryption endpoint in the Amazon Web Service data center, until such time as the response begins to be returned for transmission to Customer. Customer may request a response time report not more than once per month via email.
- Disaster Recovery
 - Rubicon commits to a recovery time objective of twelve (12) hours - measured from the time that the Rubicon Service becomes unavailable until it is available again. Rubicon commits to a recovery point objective of one (1) hour - measured from the time that the first transaction is lost until the Rubicon Service became unavailable.
 - Rubicon will test the disaster recovery plan once every six months and will make available a written summary of the results of the most recent test available to Customer upon its request made via the Customer Center.
- Severity Level Determination Submittal
 - Customer shall reasonably self-diagnose each support issue and recommend to Rubicon an appropriate Severity Level designation. Rubicon shall validate Customer's Severity Level designation or notify Customer of a proposed change in the Severity Level designation to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the parties shall continue to handle the support issue in accordance with the Rubicon Severity Level designation. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.

- Support Issue Production Levels - Response and Escalation
 - Response Time is the period from the time the Production case was logged in the Customer Center until Rubicon responds to Customer and/or escalation within Rubicon, as appropriate. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments.
 - SEVERITY LEVEL 1
 - Definition: The Rubicon Service is unavailable for all users
 - Rubicon Response Commitment: Rubicon will respond within one (1) hour of receipt of case.
 - Resolution: Rubicon will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
 - Escalation: If the problem has not been resolved within one (1) hour, Rubicon will escalate the problem within the appropriate Rubicon organization. The escalated problem will have higher priority than ongoing support, development or operations initiatives.
 - Customer Response Commitment: Customer shall remain accessible by phone for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.
 - SEVERITY LEVEL 2
 - Definition: The Rubicon Service contains a bug that prevents Customer from executing one or more critical business processes with a significant impact and no workaround exists.
 - Rubicon Response Commitment: Rubicon will respond within one (1) hour of receipt of case.
 - Resolution: Rubicon will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
 - Escalation: If the problem has not been resolved within four (4) hours.; Customer may request that Rubicon escalate the problem within the appropriate Rubicon organization where the escalated problem will have higher priority than ongoing development or operations initiatives.
 - Customer Response Commitment: Customer shall remain accessible by phone for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.
 - SEVERITY LEVEL 3
 - Definition: The Rubicon Service contains a bug that prevents Customer from executing one or more important business processes. A workaround exists but is not optimal.
 - Rubicon Response Commitment: Rubicon will respond within four (4) hours of receipt of case.
 - Resolution: If resolution requires a Rubicon bug fix, Rubicon will add the bug fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
 - Escalation: If the problem has not been resolved within one (1) week, Customer may request that Rubicon escalate the problem to the appropriate Rubicon organization .
 - Customer Response Commitment: Customer will respond to Rubicon requests for additional information and implement recommended solutions in a timely manner.
 - SEVERITY LEVEL 4:

- Definition: The Rubicon Service contains an issue that may disrupt important business processes where a workaround is available or functionality is not imperative to Customer's business operations.
- Rubicon Response Commitment: Rubicon will respond within twenty-four (24) hour of receipt of case.
- Resolution: If resolution requires a Rubicon bug fix, Rubicon will add the bug fix to its development queue for a future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
- Escalation: None.
- Customer Response Commitment: Customer will respond to Rubicon requests for additional information and implement recommended solutions in a timely manner.
- CUSTOMER CARE or OPERATIONS REQUEST (Severity Level 5):
 - Definition: Non-system issues such as Named Support Contact change, requests for SLA reports or business documents, etc. If necessary to open a Support case requesting assistance, Severity 5 should be used.
 - Rubicon Response Commitment: Rubicon will respond within twenty-four (24) hours of receipt of case.
 - Resolution Commitment: Rubicon will respond to request. Customer will be notified of status changes.
 - Escalation: None.
 - Customer Commitment: Customer will respond to Rubicon requests for additional information in a timely manner.
- Rubicon Support Scope
 - Rubicon will support functionality that is developed by Rubicon and under its direct control. For any other functionality, and/or issues or errors in the Rubicon Service caused by issues, errors and/or changes in Customer's information systems and/or third party products or services, Rubicon may assist Customer and its third party providers in diagnosing and resolving issues or errors but Customer acknowledges that these matters are outside of Rubicon's support obligations. Service Level failures attributable to (i) Customer's acts or omissions; and (ii) force majeure events shall be excused.
- Rubicon Service Credit
 - In the event of a failure by Rubicon to meet the Service Availability and Service Response minimums as set forth in the SLA, as Customer's sole and exclusive remedy, at Customer's request, Rubicon shall provide service credits in accordance with the following:
 - First month in any rolling six (6) month period: 10% of the Subscription Fee paid for the applicable month for the affected Service
 - Second month in any rolling six (6) month period: 20% of the Subscription Fee paid for the applicable month for the affected Service
 - Third month in any rolling six (6) month period: 30% of the Subscription Fee paid for the applicable month for the affected Service
 - Fourth month in any rolling six (6) month period: 40% of the Subscription Fee paid for the applicable month for the affected Service
 - Fifth month in any rolling six (6) month period: 50% of the Subscription Fee paid for the applicable month for the affected Service or within thirty (30) days of such failure Customer shall have the option to terminate the entire Agreement and upon such termination Customer shall receive a refund of all prepaid subscription fees that are unearned as of the date such termination is effective.

- If more than one of the above (a through e) is triggered, Customer will be eligible for the greater amount for the applicable month only. Credits shall be deducted from subsequent invoices for subscription fees or other fees or, upon expiration or termination of the Agreement, paid to Customer directly.

ADDENDUM B

Statement of Work – RUBICONSmartCity™

Rubicon will outfit 16 of the City of West Fargo's solid waste and recycling vehicles with RUBICONSmartCity, which will provide insights into the City's solid waste collection operations. Rubicon will provide download licenses (Bring Your Own Device – BYOD), which allow the department to utilize existing City owned ICI devices (BYOD pricing reflected in this document).

Monitor and collect real time data on the City's solid waste, recycling, and bulk operations, capturing vehicle position, associated driver, route details & progress, and vehicle breadcrumbs on the Portal;

- Provide data insights on service verification, vehicle telematics, and driver performance;
- Log and photograph exceptions at the curb including, but not limited, cart not out, cart blocked, and bulk before /after photos;
- Report critical community issues – such as potholes, graffiti, branches, damaged public litter cans - via the In-Cab-Interface. Issues will be associated with a location and time stamp.
- Optimize bulk and other ad hoc, point to point routing, increasing the number of pick-ups per day;
- Provide overview of all routes, route progress, and route details through the Portal;
- Provide dynamic route information to City drivers via in-truck technology, including route progress, turn by turn directions, and voice over directions;
- Digitize existing operations including electronic pre / post-trip inspections, scale tickets, and route details;
- Improve accuracy and responsiveness to customer service requests in “real time”;
- Gather, review, and export data on route mileage, route start and stop time, percentage of completed stops, miles driven, stationary time, and more;
- Identify cost savings by optimizing routes, improving driver performance, and identifying efficiencies;

Rubicon's team will work hand in hand with the Public Works Department to install (if necessary), instruct, and successfully deploy our solution. Working in close coordination with the Public Works Department, Rubicon will outfit the City's solid waste and recycling vehicles with ICI devices and any required accessories. In addition, our Customer Success team will conduct a series of stakeholder specific trainings onsite or remotely to ensure all necessary and applicable City drivers, dispatchers, supervisors, and managers all know how to use our technology. Our Customer Success team will be available to do additional remote and onsite training as needed by the City.

Rubicon will provide the City of West Fargo with ongoing support delivered by our Customer Success Manager, whose mission is to deliver on our commitments to meet or exceed the City's expectations. Rubicon will provide the City with numerous ways to contact the Customer Success Manager (i.e. phone, email, online help desk). This advocate is responsible for contract adherence, relationship health and continuous improvement, and will serve as an escalation point. The Customer

Success Manager will also conduct consistent update calls with the City and provide support and training as needed throughout the lifetime of the contract.

Rubicon Deliverables:

- Provide all necessary hardware, software, installation, and training.
- Install all equipment or, in the case of City-led installation, advise the City on best method to install the equipment.
- Provide training to City staff on the equipment and portal and any maintenance required throughout the lifetime of the contract, where necessary.
- Monitor and service the hardware as needed to ensure it continues to function effectively for the lifetime of the contract.
- Provide analysis on this data as needed to deliver insights to the Public Works Department.

City of West Fargo Roles & Responsibilities:

We require our cities to be full partners in the implementation of this technology; without that, new technology adoption will never happen successfully. Below we have outlined the commitments required from the City to ensure a smooth launch and implementation process.

- **Provide truck data, route data, process information and knowledge transfer, and customer data (if applicable) per the project schedule and in the approved templates:** without this data and understanding of existing processes, we will be unable to launch the technology successfully.
- **Make vehicles, drivers, and other staff and resources available:** we install much of the technology at nights and/or on weekends, and it helps us very much to have access to the vehicles on the schedule we agree upon with the City. It is also helpful to have all relevant project staff available at key moments for training.
- **Appoint a Project Manager:** It is helpful to have a single point of contact in the City from Day 1. This person can help to expedite requests and keep the project on track. An example role is outlined below.

Example City Role: Rubicon Project Manager

Skillset: Knowledge of the operational processes of the solid waste

department, especially as relates to vehicles, drivers, and back office operations; knowledge of customers and their needs; understanding of the data flows within the department and outside the department; project management skills.

Hours required: 5 - 10 per week, possibly more in the initial launch phase.

The City is responsible for making available to Rubicon detailed data regarding:

1. Trucks
2. Drivers
3. City Staff Users
4. Customer address and service information

The launch timelines are dependent upon data being provided by the city in the Rubicon-specified format with quality. In the event that the city is unable to provide the required data or formats Rubicon will be able to assist and as required will submit the corresponding change control detailing mutually agreed upon scope of services including the impact to the project schedule and costs if applicable.

Work Plan & Schedule

Rubicon will work with the Public Works department to set benchmarks and timelines for each phase of the contract deployment. The below are the four major milestones that will be key for a rapid and on-time deployment.

Start date: Date of Contract Signature

Overview of Milestones and Major Tasks:

I. Kick Off – Within 30 Days of Contract Execution: Rubicon will work with the City to outline all key deliverables and timelines with City staff. Initial focus will be the steps needed to get the technology set up and running in City vehicles without disrupting existing operations. A key City deliverable during the stage will be providing a number of data points (truck data, route data, etc...) to Rubicon to enable technology implementation and launch. Equipped with the data supplied by City staff, we will setup the City's Portal including route information, customer addresses, and truck information. The Portal will serve as the main interface for managers and supervisors. Once the Portal is created, we will provide login information to City staff. To adhere to the project timeline, the timely provision of address, route, and truck information from the City will be critical. Our team will work closely with City officials and provide an easy-to-use data upload template to smooth this process.

II. Installation (If Necessary) – Within 60 Days of Contract Execution: Seamless installation and setup is a top priority for our team. Rubicon will install any Rubicon provided devices, hardware, and/or accessories in the agreed upon number of the City's solid waste vehicles. Rubicon will arrange and execute installation of the technology, which will be performed by a certified third-party sub-contractor. We will work in conjunction with the City's team to arrange for

installation of all devices in participating vehicles without disruption to day-to-day operations. Installation can be completed with minimal impact on drivers or fleet maintenance staff.

III. Initial Staff Training – Within 90 Days of Contract Execution: Our Customer Success team will conduct a series of training sessions to participating drivers on using the In-Cab-Interface. These training sessions have been designed to appeal to drivers who have used a smartphone before as well as drivers who may be unfamiliar with the technology. The sessions are delivered in a driver-friendly environment, on a schedule that does not impact drivers' ability to finish their daily

routes. We will conduct separate in person or remote training with the City's fleet managers, supervisors, customer service representatives, and anyone else the City wants to train.

IV. Post-Launch Data Collection & Reporting – Ongoing: Rubicon will test and calibrate all devices post installation and training to ensure everything is working correctly. In addition, Rubicon will conduct ongoing calls with the City to assess where business processes can be modified to best leverage the technology and highlight key trends in the data.

V. Professional Services: API Integration - Milestones for professional services will be agreed between the City and Rubicon prior to commencement. The City will dictate when work should commence on any professional services work (API Integration). For integrations Rubicon recommends a 6-month timeline per integration.

Pricing Details

The parties agree that the fees for the above services shall be a total of **\$136,416.00** payable as follows ("Fee"):

- a. \$53,472.00 due upon execution of the agreement.**
- b. \$41,472.00 due upon the first anniversary of the agreement.**
- c. \$41,472.00 due upon the second anniversary of the agreement.**

30-days prior to the due dates Rubicon will provide an invoice to the City, and support the city in creating a purchase order.

Rubicon uses a Software-as-a-Service (SaaS) model for pricing. SaaS service models provide several advantages for the customer:

- Solution upgrades become available for customers automatically. Costs and effort associated with upgrades and new releases are lower than the traditional model that usually forces the user to buy an upgrade package and install it or pay for specialized services to get the environment upgraded.
- Reduce the costs for hardware and software licenses compared with the traditional model because service usually resides in shared or multi-user environments.
- Reduce the time spent on installation and configuration reducing issues that complicate software deployment.
- Reduce maintenance costs since Rubicon owns the environment and costs are split among all customers that use the solution.
- No hidden costs for additional services or features.

The proposed RUBICONSmartCity cost is for 16 sanitation vehicles in West Fargo's fleet. A breakdown of all costs have been included below:

16 Sanitation Vehicles		
	<i>UNITS</i>	<i>COST</i>
Total Upfront		\$10,000.00
Launcher Training/Implementation	40 Hours	\$10,000.00
Total Annual Recurring		\$41,472.00
Portal & Mobile App Software License (Software)	16 Device Licenses	\$36,480.00
Y Hardware (Telematics)	16 Devices	\$4,992.00
Y1		\$51,472.00
Y2		\$41,472.00
Y3		\$41,472.00
TOTAL CONTRACT VALUE		\$134,416.00

What's Included Portal & Mobile App Software License:

Annual Recurring Cost - \$36,480.00

- Unlimited city staff access to the RUBICONSmartCity Portal (Software)
- Mobile App Licenses for city owned tablets
- External hosting in a secure cloud environment
- All personnel training, hardware and software maintenance and warranty
- Access to all currently available features and software updates and upgrades
 - This includes in field supervisor, street sweeper, and snow removal Mobile App and Portal developments as they become publicly available

What's Included in Rubicon Y (Telematics):

Annual Recurring Cost - \$4,992.00

- Pod devices (Geotab Telematics devices) for solid waste vehicles.

- All mobile data services and costs
- All hardware maintenance and warranty

What's Included in Launch/Training/Implementation (One Time Cost):

One Time Cost - \$10,000.00

- Rubicon's Customer Success Team will conduct a series of training sessions for participating operators to ensure that they are able to utilize the ICI to its full extent
- Rubicon will conduct separate Portal training with the city's fleet managers, supervisors, customer service representatives, etc.
- After installation and training, Rubicon and the city will "Go Live" and start the user testing and acceptance plan for sixty consecutive calendar days
- After sixty days, and once the city is satisfied with the technical implementation and the veracity of the data, RUBICONSmartCity will be officially implemented

Any extensions or renewals beyond the 3rd payment will be charged at the recurring annual cost of **\$41,472.00**.

Line Item Add-Ons for Additional RUBICONSmartCity Technology

Should the City wish to add additional technology, devices, or services during the course of the contract, the City may purchase these off of the list below, which is also available on HGACBuy / Sourcewell. Rubicon can provide additional discounts off these list prices at its discretion

RUBICONSmartCity Add-On Line Item Pricing		
Professional Services: One Time Cost		
	UNITS	COST
Rubicon Y Installation	Per Vehicle	\$125.00
API Integration	Per Hour	\$250.00
Launcher Training/Implementation	Per Hour	\$250.00
Fleet Optimization	Per Vehicle	\$2,500.00
Software + Hardware: Annual Recurring Cost		
	UNITS	COST
Portal & Mobile App Software License (Software)	Per Device License	\$2,280.00
Y Hardware (Telematics)	Per Device	\$312.00
Z Hardware (Camera + Data)	Per Device	\$3,240.00

Contract documents for RUBICONSmartCity are available on the HGACBuy / Sourcewell website:

<https://www.hgacbuy.org/products-and-services/view-product?productid=29798>

<https://www.sourcewell-mn.gov/cooperative-purchasing/020221-rub>



**Pledging of Securities Collateral
June 30, 2022**

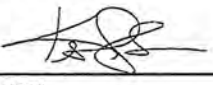
Bank Accounts	Account #	Bank Balance	FDIC Covered	Amount to be Covered		Bank Actual Pledged	Pledged %	Source
					by Pledging			
1st International Bank								
Money Market Checking	605	\$215,000.00	\$0.00	\$0.00	\$0.00	0%	FDIC	
Escrow Account	3232	22,423.80	22,423.80	0.00	0.00	0%	FDIC	
ICS Savings	605	87,850,503.88	87,850,503.88	0.00		0%	FDIC	
ICS Savings	323	14,706,031.42	14,706,031.42	0.00	0.00	100%	FDIC	
Water and Sewer Bonds	3323	0.00		0.00		0%	FDIC	
Alerus Financial								
Money Market Checking	005	289,809.30	250,000.00	0.00	0.00	0%		
ICS Checking		9,520,770.84	9,520,770.84	0.00	0.00	0%	FDIC	
ICS MMKT	005		0.00	0.00	0.00	0%	FDIC	
Bell State Bank	0239	5,519,190.90	250,000.00	5,269,190.90	6,000,000.00	114%	BND Irrevocable LOC's 7555 & 7570	
Choice Financial	4131	10,493,796.47	250,000.00	10,243,796.47	11,268,176.12	110%	BND Pledge Pool LOC 7574	
Totals		\$128,617,526.61	\$112,849,729.94	\$15,512,987.37	\$17,268,176.12			

Prepared by: Tracy Johnson, Senior Accountant

**NOTIFICATION TO PARTICIPANTS
OF
ALERUS FINANCIAL, GRAND FORKS, ND
PLEDGE POOL**

In accordance with NDCC'21-04-09, Alerus Financial - Grand Forks provided a security pledge schedule to Bank of North Dakota, as custodian, on 6/30/2022. This schedule reported uninsured public deposits of \$96,082,832.99 requiring a 110% pledge requirement for a total of \$105,691,116.29. Bank of North Dakota verifies the current par value of securities pledged to Alerus Financial - Grand Forks/Pledge Pool ID PGRF, as of 6/30/2022 is \$164,893,270.56.

Dated 7/5/2022
The Bank of North Dakota, as Custodian

By 
Its Treasurer

GRAND FORKS-ALERUS FINANCIAL
MANDI STREETER
2300 S COLUMBIA RD
PO BOX 6001
GRAND FORKS, ND 58206-6001

Internal USE ONLY
Client Code: PGRF
Client Name: PLEDGE POOL-ALERUS FIN G FORKS
Retention Date: 06/30/2022

Pledged Custody Holdings for Currency USD

As of 06/30/2022
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Security Receipt	Trade Date	Cost Basis	Current Face Pldg Original Face Pldg	Description Rate, Maturity
041042C91	05/23/2017			ARKANSAS ST GO
174021560				2.80, 07/01/2027
Pledged (PGRF)	As of 04/18/2018		2,060,000.00	PLEDGE POOL-ALERUS FIN G FORKS
07780RDB4	12/10/2019			BELGRADE BROOTEN ELROSA MN GO
174029081				4.00, 02/01/2023
Pledged (PGRF)	As of 05/01/2021		315,000.00	PLEDGE POOL-ALERUS FIN G FORKS
07780RDC2	12/10/2019			BELGRADE BROOTEN ELROSA MN GO
174029082				4.00, 02/01/2024
Pledged (PGRF)	As of 12/10/2021		325,000.00	PLEDGE POOL-ALERUS FIN G FORKS
07780RDD0	12/10/2019			BELGRADE BROOTEN ELROSA MN GO
174029083				4.00, 02/01/2025
Pledged (PGRF)	As of 10/01/2021		340,000.00	PLEDGE POOL-ALERUS FIN G FORKS
07780RDJ7	12/10/2019			BELGRADE BROOTEN ELROSA MN GO
174029085				2.00, 02/01/2030
Pledged (PGRF)	As of 12/13/2021		395,000.00	PLEDGE POOL-ALERUS FIN G FORKS
07780RDK4	12/10/2019			BELGRADE BROOTEN ELROSA MN GO
174029088				2.00, 02/01/2031
Pledged (PGRF)	As of 11/08/2021		405,000.00	PLEDGE POOL-ALERUS FIN G FORKS
091608RB7	06/02/2020			BISMARCK ND PUB SCH DIST GO
174031418				1.375, 05/01/2026
Pledged (PGRF)	As of 08/19/2020		1,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
091608RC5	06/02/2020			BISMARCK ND PUB SCH DIST GO
174031419				1.50, 05/01/2027
Pledged (PGRF)	As of 11/18/2020		1,875,000.00	PLEDGE POOL-ALERUS FIN G FORKS
091608RD3	06/02/2020			BISMARCK ND PUB SCH DIST GO
174031420				1.70, 05/01/2028
Pledged (PGRF)	As of 12/21/2020		1,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
091608RE1	06/02/2020			BISMARCK ND PUB SCH DIST GO
174031421				1.80, 05/01/2029
Pledged (PGRF)	As of 11/18/2020		2,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
091608RF8	06/02/2020			BISMARCK ND PUB SCH DIST GO
174031422				1.90, 05/01/2030
Pledged (PGRF)	As of 11/18/2020		1,955,000.00	PLEDGE POOL-ALERUS FIN G FORKS

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Pledged Custody Holdings for Currency USD

As of 06/30/2022

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Security Receipt	Trade Date	Cost Basis	Current Face Pldg Original Face Pldg	Description Rate, Maturity
137781AP5	02/18/2016			CANNON TWP MI GO
174017621				3.00, 11/01/2030
Pledged (PGRF)	As of 03/24/2016		395,000.00	PLEDGE POOL-ALERUS FIN G FORKS
137781AQ3	02/18/2016			CANNON TWP MI GO
174017622				3.00, 11/01/2031
Pledged (PGRF)	As of 03/24/2016		445,000.00	PLEDGE POOL-ALERUS FIN G FORKS
137781AS9	02/18/2016			CANNON TWP MI GO
174017625				3.00, 11/01/2035
Pledged (PGRF)	As of 03/24/2016		1,625,000.00	PLEDGE POOL-ALERUS FIN G FORKS
179093KU2	09/11/2020			CLACKAMAS CNTY OR SCH DIST GO
174032674				1.25, 06/15/2028
Pledged (PGRF)	As of 11/18/2020		3,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
179093KV0	09/11/2020			CLACKAMAS CNTY OR SCH DIST GO
174032673				1.33, 06/15/2029
Pledged (PGRF)	As of 11/18/2020		3,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
179093KW8	09/11/2020			CLACKAMAS CNTY OR SCH DIST GO
174032672				1.43, 06/15/2030
Pledged (PGRF)	As of 11/18/2020		2,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
179093KX6	09/11/2020			CLACKAMAS CNTY OR SCH DIST GO
174032671				1.58, 06/15/2031
Pledged (PGRF)	As of 11/18/2020		1,720,000.00	PLEDGE POOL-ALERUS FIN G FORKS
254278JE5	12/10/2019			DILWORTH-GLYNDON-FELTON MN GO
174029133				4.00, 02/01/2025
Pledged (PGRF)	As of 11/08/2021		575,000.00	PLEDGE POOL-ALERUS FIN G FORKS
254278JF2	12/11/2019			DILWORTH-GLYNDON-FELTON MN GO
174029128				4.00, 02/01/2026
Pledged (PGRF)	As of 12/10/2021		425,000.00	PLEDGE POOL-ALERUS FIN G FORKS
254278JJ4	12/11/2019			DILWORTH-GLYNDON-FELTON MN GO
174029134				2.00, 02/01/2029
Pledged (PGRF)	As of 11/08/2021		660,000.00	PLEDGE POOL-ALERUS FIN G FORKS
254278JK1	12/11/2019			DILWORTH-GLYNDON-FELTON MN GO
174029132				2.00, 02/01/2030
Pledged (PGRF)	As of 05/01/2021		600,000.00	PLEDGE POOL-ALERUS FIN G FORKS
254278JL9	12/11/2019			DILWORTH-GLYNDON-FELTON MN GO
174029123				2.00, 02/01/2031
Pledged (PGRF)	As of 03/17/2020		270,000.00	PLEDGE POOL-ALERUS FIN G FORKS

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Pledged Custody Holdings for Currency USD

As of 06/30/2022

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Security Receipt	Trade Date	Cost Basis	Current Face Pldg Original Face Pldg	Description Rate, Maturity
254278JM7 174029124	12/11/2019			DILWORTH-GLYNDON-FELTON MN GO 2.00, 02/01/2032
Pledged (PGRF)	As of 05/11/2020		280,000.00	PLEDGE POOL-ALERUS FIN G FORKS
278407NZ0 174028323	10/16/2019			EAU CLAIRE CNTY WI PROM NTS GO 2.00, 09/01/2029
Pledged (PGRF)	As of 05/11/2020		805,000.00	PLEDGE POOL-ALERUS FIN G FORKS
3137ARW93 174038573	12/22/2021			FHLMC REMIC SERIES 4073 EA 1.50, 02/15/2027
Pledged (PGRF)	As of 06/07/2022		94,067.67 1,400,000.00	PLEDGE POOL-ALERUS FIN G FORKS
33851RAA9 174037081	09/24/2021			FLAGSTAR MTG TR 21-10INV A1 3.00, 10/25/2051
Pledged (PGRF)	As of 11/08/2021		9,260,374.60 10,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
33851RAB7 174037082	09/24/2021			FLAGSTAR MTG TR 21-10INV A3 2.50, 10/25/2051
Pledged (PGRF)	As of 11/08/2021		9,260,374.60 10,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
33851RAD3 174037083	09/24/2021			FLAGSTAR MTG TR 21-10INV A6 2.50, 10/25/2051
Pledged (PGRF)	As of 11/08/2021		9,013,832.80 10,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
343400DW4 174032198	07/22/2020			FLOUR BLUFF TX IND SCH DIST GO 5.00, 08/15/2026
Pledged (PGRF)	As of 11/08/2021		350,000.00	PLEDGE POOL-ALERUS FIN G FORKS
343400DX2 174032200	07/22/2020			FLOUR BLUFF TX IND SCH DIST GO 5.00, 08/15/2027
Pledged (PGRF)	As of 11/08/2021		375,000.00	PLEDGE POOL-ALERUS FIN G FORKS
343400DY0 174032204	07/22/2020			FLOUR BLUFF TX IND SCH DIST GO 5.00, 08/15/2028
Pledged (PGRF)	As of 12/21/2020		650,000.00	PLEDGE POOL-ALERUS FIN G FORKS
343400DZ7 174032201	07/22/2020			FLOUR BLUFF TX IND SCH DIST GO 5.00, 08/15/2029
Pledged (PGRF)	As of 12/10/2021		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
343400EA1 174032202	07/22/2020			FLOUR BLUFF TX IND SCH DIST GO 5.00, 08/15/2030
Pledged (PGRF)	As of 03/02/2021		565,000.00	PLEDGE POOL-ALERUS FIN G FORKS

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Pledged Custody Holdings for Currency USD

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Security Receipt	Trade Date	Cost Basis	Current Face Plgd Original Face Plgd	Description Rate, Maturity
35880CE34 174031804	06/17/2020			FRISCO TX IND SCH DIST GO 1.801, 02/15/2031
Pledged (PGRF)	As of 12/21/2020		1,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
35880CE42 174031802	06/17/2020			FRISCO TX IND SCH DIST GO 1.901, 02/15/2032
Pledged (PGRF)	As of 12/10/2021		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
35880CE59 174031803	06/17/2020			FRISCO TX IND SCH DIST GO 2.001, 02/15/2033
Pledged (PGRF)	As of 03/02/2021		540,000.00	PLEDGE POOL-ALERUS FIN G FORKS
395226L43 174017777	03/02/2016			GREENFIELD WIS GO 3.00, 03/01/2032
Pledged (PGRF)	As of 03/24/2016		455,000.00	PLEDGE POOL-ALERUS FIN G FORKS
395226L50 174017778	03/02/2016			GREENFIELD WIS GO 3.00, 03/01/2033
Pledged (PGRF)	As of 03/24/2016		475,000.00	PLEDGE POOL-ALERUS FIN G FORKS
395226L68 174017779	03/02/2016			GREENFIELD WIS GO 3.00, 03/01/2034
Pledged (PGRF)	As of 03/24/2016		490,000.00	PLEDGE POOL-ALERUS FIN G FORKS
395226L76 174017780	03/02/2016			GREENFIELD WIS GO 3.00, 03/01/2035
Pledged (PGRF)	As of 03/24/2016		495,000.00	PLEDGE POOL-ALERUS FIN G FORKS
395226L84 174017781	03/02/2016			GREENFIELD WIS GO 3.00, 03/01/2036
Pledged (PGRF)	As of 03/24/2016		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
427506JQ4 174031934	07/01/2020			HERMANTOWN MN IND SCH DIST GO 1.506, 02/01/2028
Pledged (PGRF)	As of 12/21/2020		585,000.00	PLEDGE POOL-ALERUS FIN G FORKS
427506JS0 174031936	07/01/2020			HERMANTOWN MN IND SCH DIST GO 1.706, 02/01/2030
Pledged (PGRF)	As of 08/19/2020		700,000.00	PLEDGE POOL-ALERUS FIN G FORKS
432272FV9 174031559	05/29/2020			HILLSBOROUGH CA SCH DIST GO 1.373, 09/01/2026
Pledged (PGRF)	As of 11/08/2021		360,000.00	PLEDGE POOL-ALERUS FIN G FORKS
432272FW7 174031560	05/29/2020			HILLSBOROUGH CA SCH DIST GO 1.523, 09/01/2027
Pledged (PGRF)	As of 04/30/2021		300,000.00	PLEDGE POOL-ALERUS FIN G FORKS

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4398662Z6 174019804	10/21/2016			HOPKINS MN REF TAX INCR GO 3.00, 02/01/2023
Pledged (PGRF)	As of 11/10/2016		290,000.00	PLEDGE POOL-ALERUS FIN G FORKS
4398663C6 174019805	10/21/2016			HOPKINS MN REF TAX INCR GO 2.00, 02/01/2026
Pledged (PGRF)	As of 06/16/2017		330,000.00	PLEDGE POOL-ALERUS FIN G FORKS
4398663D4 174019806	10/21/2016			HOPKINS MN REF TAX INCR GO 2.00, 02/01/2027
Pledged (PGRF)	As of 06/16/2017		345,000.00	PLEDGE POOL-ALERUS FIN G FORKS
4398663E2 174019807	10/21/2016			HOPKINS MN REF TAX INCR GO 2.00, 02/01/2028
Pledged (PGRF)	As of 06/16/2017		355,000.00	PLEDGE POOL-ALERUS FIN G FORKS
448348LN0 174029125	12/10/2019			HUTCHINSON MN IND SCH DIST GO 4.00, 02/01/2025
Pledged (PGRF)	As of 01/28/2021		300,000.00	PLEDGE POOL-ALERUS FIN G FORKS
46654KAF4 189001528	08/27/2021			JPM CMO 2021-11 A4 2.50, 01/25/2052
Pledged (PGRF)	As of 11/30/2021		8,618,087.20 10,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
480700C35 174019641	09/20/2016			JORDAN MN REF GO 2.00, 02/01/2023
Pledged (PGRF)	As of 11/10/2016		290,000.00	PLEDGE POOL-ALERUS FIN G FORKS
480700C43 174019642	09/20/2016			JORDAN MN REF GO 2.00, 02/01/2024
Pledged (PGRF)	As of 11/10/2016		295,000.00	PLEDGE POOL-ALERUS FIN G FORKS
480700C50 174019634	09/20/2016			JORDAN MN REF GO 2.00, 02/01/2025
Pledged (PGRF)	As of 11/10/2016		120,000.00	PLEDGE POOL-ALERUS FIN G FORKS
480700C76 174019637	09/20/2016			JORDAN MN REF GO 2.00, 02/01/2027
Pledged (PGRF)	As of 11/10/2016		240,000.00	PLEDGE POOL-ALERUS FIN G FORKS
480700C92 174019638	09/20/2016			JORDAN MN REF GO 2.00, 02/01/2029
Pledged (PGRF)	As of 11/10/2016		245,000.00	PLEDGE POOL-ALERUS FIN G FORKS
480700ZT3 174017448	02/22/2016			JORDAN MN IMP & UTIL GO 3.00, 02/01/2027
Pledged (PGRF)	As of 03/02/2016		205,000.00	PLEDGE POOL-ALERUS FIN G FORKS

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483857CP1 174021678	06/21/2017			KANE CNTY ILL GO 2.125, 01/01/2023
Pledged (pgrf) 536060PS9 174019906	As of 02/01/2018 10/25/2016		2,500,000.00	PLEDGE POOL-ALERUS FIN G FORKS LINO LAKES MN WTR UTIL GO 2.00, 02/01/2023
Pledged (PGRF) 536060PT7 174019905	As of 06/16/2017 10/25/2016		145,000.00	PLEDGE POOL-ALERUS FIN G FORKS LINO LAKES MN WTR UTIL GO 2.00, 02/01/2024
Pledged (PGRF) 536060PU4 174019904	As of 06/16/2017 10/25/2016		145,000.00	PLEDGE POOL-ALERUS FIN G FORKS LINO LAKES MN WTR UTIL GO 2.00, 02/01/2025
Pledged (PGRF) 536060PV2 174019908	As of 06/16/2017 10/25/2016		145,000.00	PLEDGE POOL-ALERUS FIN G FORKS LINO LAKES MN WTR UTIL GO 2.00, 02/01/2026
Pledged (PGRF) 536060PW0 174019907	As of 06/16/2017 10/25/2016		150,000.00	PLEDGE POOL-ALERUS FIN G FORKS LINO LAKES MN WTR UTIL GO 2.00, 02/01/2027
Pledged (PGRF) 547160WC1 174028575	As of 06/16/2017 10/23/2019		150,000.00	PLEDGE POOL-ALERUS FIN G FORKS LOVEJOY TX IND SCH DIST GO 2.25, 02/15/2035
Pledged (PGRF) 562578MP6 174017969	As of 05/11/2020 03/22/2016		1,935,000.00	PLEDGE POOL-ALERUS FIN G FORKS MANDAN ND PUB SCH DIST GO 2.00, 08/01/2023
Pledged (PGRF) 562578MS0 174017973	As of 04/07/2016 03/22/2016		90,000.00	PLEDGE POOL-ALERUS FIN G FORKS MANDAN ND PUB SCH DIST GO 2.00, 08/01/2026
Pledged (PGRF) 562578MV3 174017977	As of 04/07/2016 03/22/2016		260,000.00	PLEDGE POOL-ALERUS FIN G FORKS MANDAN ND PUB SCH DIST GO 2.25, 08/01/2029
Pledged (PGRF) 567385GU7 174018396	As of 04/07/2016 04/28/2016		240,000.00	PLEDGE POOL-ALERUS FIN G FORKS MARICOPA CNTY AZ SCH DIST GO 2.00, 07/01/2025
Pledged (PGRF) 567385GW3 174018398	As of 10/04/2016 04/28/2016		125,000.00	PLEDGE POOL-ALERUS FIN G FORKS MARICOPA CNTY AZ SCH DIST GO 3.50, 07/01/2027
Pledged (PGRF)	As of 10/04/2016		200,000.00	PLEDGE POOL-ALERUS FIN G FORKS

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567385GX1 174018399	04/28/2016			MARICOPA CNTY AZ SCH DIST GO 3.00, 07/01/2028
Pledged (PGRF)	As of 10/04/2016		290,000.00	PLEDGE POOL-ALERUS FIN G FORKS
56781RJT5 174025823	02/28/2019			MARIN CA CMNTY COLLEGE DIST GO 3.94, 08/01/2034
Pledged (PGRF)	As of 12/10/2021		1,685,000.00	PLEDGE POOL-ALERUS FIN G FORKS
592240QT5 174030564	04/02/2020			MET PARK DIST OF TACOMA WA GO 3.00, 12/01/2024
Pledged (PGRF)	As of 05/01/2021		940,000.00	PLEDGE POOL-ALERUS FIN G FORKS
600038LZ4 174031098	04/20/2020			MILL VALLEY CA SCH DIST GO 1.557, 08/01/2025
Pledged (PGRF)	As of 03/02/2021		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
600038MB6 174031099	04/20/2020			MILL VALLEY CA SCH DIST GO 2.08, 08/01/2030
Pledged (PGRF)	As of 03/02/2021		510,000.00	PLEDGE POOL-ALERUS FIN G FORKS
653234U93 174031375	05/22/2020			NEWTOWN CONN GO 1.65, 08/15/2026
Pledged (PGRF)	As of 11/18/2020		2,365,000.00	PLEDGE POOL-ALERUS FIN G FORKS
653234V27 174031376	05/22/2020			NEWTOWN CONN 1.75, 08/15/2027
Pledged (PGRF)	As of 12/10/2021		370,000.00	PLEDGE POOL-ALERUS FIN G FORKS
653234V35 174031377	05/22/2020			NEWTOWN CONN 1.90, 08/15/2028
Pledged (PGRF)	As of 12/21/2020		750,000.00	PLEDGE POOL-ALERUS FIN G FORKS
653234V43 174031378	05/22/2020			NEWTOWN CONN GO 2.00, 08/15/2029
Pledged (PGRF)	As of 03/02/2021		550,000.00	PLEDGE POOL-ALERUS FIN G FORKS
653234V50 174031379	05/22/2020			NEWTOWN CONN 2.05, 08/15/2030
Pledged (PGRF)	As of 03/02/2021		530,000.00	PLEDGE POOL-ALERUS FIN G FORKS
666179AR7 174019347	08/17/2016			NORTHFIELD MN IMP & UTIL GO 2.00, 02/01/2023
Pledged (PGRF)	As of 10/04/2016		190,000.00	PLEDGE POOL-ALERUS FIN G FORKS
666179AS5 174019346	08/17/2016			NORTHFIELD MN IMP & UTIL GO 2.00, 02/01/2024
Pledged (PGRF)	As of 10/04/2016		190,000.00	PLEDGE POOL-ALERUS FIN G FORKS

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666179AT3 174019350	08/17/2016			NORTHFIELD MN IMP & UTIL GO 2.00, 02/01/2025
Pledged (PGRF)	As of 10/04/2016		200,000.00	PLEDGE POOL-ALERUS FIN G FORKS
666179AU0 174019348	08/17/2016			NORTHFIELD MN IMP & UTIL GO 1.55, 02/01/2026
Pledged (PGRF)	As of 10/04/2016		200,000.00	PLEDGE POOL-ALERUS FIN G FORKS
666179AV8 174019349	08/17/2016			NORTHFIELD MN IMP & UTIL GO 1.65, 02/01/2027
Pledged (PGRF)	As of 10/04/2016		205,000.00	PLEDGE POOL-ALERUS FIN G FORKS
67114RAE2 174037143	09/24/2021			ONSLOW BAY FINANC 21-INV1 A5 2.50, 09/25/2051
Pledged (PGRF)	As of 11/30/2021		9,006,135.90 10,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
68608USG2 174021500	05/30/2017			OREGON ST TAXABLE GO 3.227, 08/01/2027
Pledged (pgrf)	As of 07/11/2017		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
689900P28 174028645	11/05/2019			OUTAGAMIE CNTY WI PROM NOTE GO 2.00, 09/01/2028
Pledged (PGRF)	As of 12/21/2020		705,000.00	PLEDGE POOL-ALERUS FIN G FORKS
689900P36 174028644	11/05/2019			OUTAGAMIE CNTY WI PROM NOTE GO 2.00, 09/01/2029
Pledged (PGRF)	As of 12/10/2021		520,000.00	PLEDGE POOL-ALERUS FIN G FORKS
698873F84 174033586	11/18/2020			PAPILLION-LA VISTA NE SCH GO .365, 12/01/2022
Pledged (PGRF)	As of 03/02/2021		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
698873G26 174033585	11/18/2020			PAPILLION-LA VISTA NE SCH GO .674, 12/01/2024
Pledged (PGRF)	As of 11/08/2021		460,000.00	PLEDGE POOL-ALERUS FIN G FORKS
698873G34 174033584	11/18/2020			PAPILLION-LA VISTA NE SCH GO .724, 12/01/2025
Pledged (PGRF)	As of 11/08/2021		450,000.00	PLEDGE POOL-ALERUS FIN G FORKS
702334EC3 174032228	07/24/2020			PASADENA TX INDP SCH GO 5.00, 02/15/2025
Pledged (PGRF)	As of 03/02/2021		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
702334EJ8 174032224	07/24/2020			PASADENA TX INDPT SCH GO 1.569, 02/15/2031
Pledged (PGRF)	As of 03/02/2021		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS

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702334EK5	07/24/2020			PASADENA TX IND SCH GO
174032226				1.669, 02/15/2032
Pledged (PGRF)	As of 12/21/2020		600,000.00	PLEDGE POOL-ALERUS FIN G FORKS
713567HG3	07/09/2020			PEQUOT LAKES MN ISD GO
174032139				.726, 02/01/2024
Pledged (PGRF)	As of 12/21/2020		925,000.00	PLEDGE POOL-ALERUS FIN G FORKS
713567HJ7	07/09/2020			PEQUOT LAKES MN ISD GO
174032137				1.072, 02/01/2026
Pledged (PGRF)	As of 11/08/2021		450,000.00	PLEDGE POOL-ALERUS FIN G FORKS
713567HK4	07/09/2020			PEQUOT LAKES MN ISD GO
174032134				1.202, 02/01/2027
Pledged (PGRF)	As of 05/01/2021		300,000.00	PLEDGE POOL-ALERUS FIN G FORKS
713567HM0	07/09/2020			PEQUOT LAKES MN ISD GO
174032136				1.513, 02/01/2029
Pledged (PGRF)	As of 12/10/2021		430,000.00	PLEDGE POOL-ALERUS FIN G FORKS
713567HN8	07/09/2020			PEQUOT LAKES MN ISD GO
174032135				1.613, 02/01/2030
Pledged (PGRF)	As of 08/18/2021		305,000.00	PLEDGE POOL-ALERUS FIN G FORKS
722647LZ5	12/16/2020			PINE ISLAND MN IND SCH DIST GO
185008003				4.00, 02/01/2025
Pledged (PGRF)	As of 03/02/2021		650,000.00	PLEDGE POOL-ALERUS FIN G FORKS
722647MA9	12/16/2020			PINE ISLAND MN IND SCH DIST GO
185008004				4.00, 02/01/2026
Pledged (PGRF)	As of 03/02/2021		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
728350LV9	11/09/2016			PLEASANT HILL IA STREET IMP GO
175006914				2.00, 06/01/2023
Pledged (PGRF)	As of 06/16/2017		1,190,000.00	PLEDGE POOL-ALERUS FIN G FORKS
763326CQ6	10/26/2016			RICHFIELD MN REF SER B GO
174019882				2.00, 02/01/2028
Pledged (PGRF)	As of 06/16/2017		530,000.00	PLEDGE POOL-ALERUS FIN G FORKS
787277LR1	01/20/2016			ST ANTHONY MN IND SCH DIST GO
174017395				3.00, 02/01/2023
Pledged (PGRF)	As of 03/02/2016		580,000.00	PLEDGE POOL-ALERUS FIN G FORKS
797272RG8	09/25/2019			SAN DIEGO CA CMNTY CLG DIST GO
174028181				3.316, 08/01/2041
Pledged (PGRF)	As of 11/18/2020		2,500,000.00	PLEDGE POOL-ALERUS FIN G FORKS

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812627EA1 174021602	05/24/2017			SEATTLE WA REF & IMP TAXABL GO 2.80, 11/01/2026
Pledged (PGRF)	As of 04/11/2018		680,000.00	PLEDGE POOL-ALERUS FIN G FORKS
81748WAF3 189001479	08/25/2021			SEQUOIA MTGE TRUST 2021-4 CMO Variable, 06/25/2051
Pledged (PGRF)	As of 02/01/2022		4,510,877.55 5,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
81748YAD4 174036997	09/21/2021			SEQUOIA MORTGAGE TRUST 21-6 A4 2.50, 10/25/2051
Pledged (PGRF)	As of 11/08/2021		9,175,083.60 10,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
833715HF5 174031436	05/18/2020			SOCORRO TX IND SCH DIST GO 5.00, 08/15/2026
Pledged (PGRF)	As of 03/02/2021		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
833715HH1 174031438	05/18/2020			SOCORRO TX IND SCH DIST GO 5.00, 08/15/2028
Pledged (PGRF)	As of 12/21/2020		750,000.00	PLEDGE POOL-ALERUS FIN G FORKS
833715HJ7 174031440	05/18/2020			SOCORRO TX IND SCH DIST GO 5.00, 08/15/2029
Pledged (PGRF)	As of 11/18/2020		1,250,000.00	PLEDGE POOL-ALERUS FIN G FORKS
879743PA4 174032419	08/14/2020			TEMPE AZ UNIO HIGH SCH DIST GO 1.494, 07/01/2029
Pledged (PGRF)	As of 03/02/2021		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
879743PB2 174032420	08/14/2020			TEMPE AZ UNIO HIGH SCH DIST GO 1.594, 07/01/2030
Pledged (PGRF)	As of 03/02/2021		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
879743PC0 174032421	08/14/2020			TEMPE AZ UNIO HIGH SCH DIST GO 1.714, 07/01/2031
Pledged (PGRF)	As of 03/02/2021		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
879743PD8 174032423	08/14/2020			TEMPE AZ UNIO HIGH SCH DIST GO 1.814, 07/01/2032
Pledged (PGRF)	As of 12/21/2020		755,000.00	PLEDGE POOL-ALERUS FIN G FORKS
883883PG9 174031391	05/06/2020			THIEF RIVER FALLS MN ISD GO 3.00, 02/01/2027
Pledged (PGRF)	As of 12/21/2020		750,000.00	PLEDGE POOL-ALERUS FIN G FORKS
883883PH7 174031393	05/06/2020			THIEF RIVER FALLS MN ISD GO 2.08, 02/01/2028
Pledged (PGRF)	As of 03/02/2021		850,000.00	PLEDGE POOL-ALERUS FIN G FORKS

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883883PJ3 174031392	05/06/2020			THIEF RIVER FALLS MN ISD GO 2.13, 02/01/2029
Pledged (PGRF)	As of 03/02/2021		850,000.00	PLEDGE POOL-ALERUS FIN G FORKS
883883PK0 174031390	05/06/2020			THIEF RIVER FALLS MN ISD GO 2.23, 02/01/2030
Pledged (PGRF)	As of 03/02/2021		550,000.00	PLEDGE POOL-ALERUS FIN G FORKS
901561HZ6 174032503	09/02/2020			TWIN FALLS CNTY ID SCH DIST GO 4.00, 09/15/2028
Pledged (PGRF)	As of 12/21/2020		775,000.00	PLEDGE POOL-ALERUS FIN G FORKS
901561JA9 174032506	09/02/2020			TWIN FALLS CNTY ID SCH DIST GO 4.00, 09/15/2029
Pledged (PGRF)	As of 11/18/2020		1,250,000.00	PLEDGE POOL-ALERUS FIN G FORKS
901561JB7 174032504	09/01/2020			TWIN FALLS CNTY ID SCH DIST GO 1.531, 09/15/2030
Pledged (PGRF)	As of 12/21/2020		1,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
901561JC5 174032505	09/01/2020			TWIN FALLS CNTY ID SCH DIST GO 1.631, 09/15/2031
Pledged (PGRF)	As of 11/18/2020		1,080,000.00	PLEDGE POOL-ALERUS FIN G FORKS
91824NAD4 174037159	08/26/2021			UNITED WHOLESALE MTG 2021-1 A4 Variable, 06/25/2051
Pledged (PGRF)	As of 12/20/2021		8,199,311.80 10,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
930047MU6 174016951	01/06/2016			WACONIA MN IND SCH DIST GO 4.00, 02/01/2024
Pledged (PGRF)	As of 03/02/2016		1,185,000.00	PLEDGE POOL-ALERUS FIN G FORKS
930047NC5 174019462	09/13/2016			WACONIA MN IND SCH DIST GO 2.00, 02/01/2023
Pledged (PGRF)	As of 11/10/2016		685,000.00	PLEDGE POOL-ALERUS FIN G FORKS
930047ND3 174019461	09/13/2016			WACONIA MN IND SCH DIST GO 2.00, 02/01/2024
Pledged (PGRF)	As of 11/10/2016		680,000.00	PLEDGE POOL-ALERUS FIN G FORKS
930047NE1 174019464	09/13/2016			WACONIA MN IND SCH DIST GO 2.00, 02/01/2025
Pledged (PGRF)	As of 11/10/2016		845,000.00	PLEDGE POOL-ALERUS FIN G FORKS
930047NF8 174019459	09/13/2016			WACONIA MN IND SCH DIST GO 2.00, 02/01/2026
Pledged (PGRF)	As of 11/10/2016		520,000.00	PLEDGE POOL-ALERUS FIN G FORKS

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930047NG6	09/13/2016			WACONIA MN IND SCH DIST GO
174019457				2.00, 02/01/2027
Pledged (PGRF)	As of 11/10/2016		310,000.00	PLEDGE POOL-ALERUS FIN G FORKS
930047NH4	09/13/2016			WACONIA MN IND SCH DIST GO
174019456				2.00, 02/01/2028
Pledged (PGRF)	As of 11/10/2016		300,000.00	PLEDGE POOL-ALERUS FIN G FORKS
933570BB8	02/22/2016			WALWORTH WI JT SCH DIST GO
174017457				3.00, 03/01/2026
Pledged (PGRF)	As of 03/02/2016		500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
938429V95	06/18/2020			WASHINGTON CNTY OR SCH DIST GO
174031679				1.593, 06/15/2028
Pledged (PGRF)	As of 11/18/2020		1,500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
938429W45	06/18/2020			WASHINGTON CNTY OR SCH DIST GO
174031680				1.843, 06/15/2031
Pledged (PGRF)	As of 11/18/2020		3,000,000.00	PLEDGE POOL-ALERUS FIN G FORKS
938429W60	06/18/2020			WASHINGTON CNTY OR SCH DIST GO
174031678				2.043, 06/15/2033
Pledged (PGRF)	As of 11/18/2020		1,500,000.00	PLEDGE POOL-ALERUS FIN G FORKS
949798AB8	09/15/2021			WELLS FARGO MRT BCK 2021-2 A2
174036835				2.00, 06/25/2051
Pledged (PGRF)	As of 11/08/2021		6,210,124.84	PLEDGE POOL-ALERUS FIN G FORKS
			6,760,000.00	
Pledged USD Par			164,893,270.56	
Pledged USD Orig Face			174,705,000.00	



You are a valued customer of Bank of North Dakota.
We sincerely appreciate your business!



July 8, 2022

City of West Fargo
800 4th Street E., Ste 1
West Fargo, ND 58078

Greetings:

Enclosed is the quarterly certification of security collateral held in the Pledge Pool at the Bank of North Dakota. This can be used as the source document for your Board of Directors approval.

As a participant in the Pledge Pool, our records indicate you have \$353,173 of demand deposit or money market balances, along with \$0 of certificates of deposit secured as of 6/30/2022. Please contact us if these amounts do not agree with your records.

If you have any questions regarding the certification, please feel free to contact me at the number or e-mail address listed below.

Sincerely,

A handwritten signature in black ink, appearing to read "Mandi Streeter". The signature is fluid and cursive, with the first name "Mandi" being more prominent than the last name "Streeter".

Mandi Streeter, CPA
Staff Accountant

Alerus
401 DeMers Avenue, Grand Forks, ND 58201
701.795.3276 | Office
701.330.2644 | Cell
alerus.com

BANKING :: MORTGAGE :: RETIREMENT :: WEALTH MANAGEMENT



MEMORANDUM

To: Pledge Pool Participants

From: Raela E Kalis
Senior Accounting Specialist
Choice Bank

Subject: Quarterly Pledge Information

Date: July 12, 2022

Enclosed is a copy of the Notification to Participants of the Choice Financial Pledge Pool. This Statement confirms the adequacy of Choice Financial pledges for public funds on deposit in the bank as of June 30, 2022. Please retain this information for use during financial audits of your organization.

Questions regarding pledge coverage should be directed to me at 701-549-3761. I will be happy to help you in any way I can.

Thank you.

Raela E. Kalis
Senior Accounting Specialist

NOTIFICATION TO PARTICIPANTS
OF
CHOICE FINANCIAL, GRAFTON, ND
PLEDGE POOL

In accordance with NDCC'21-04-09, Choice Financial-Grafton provided a security pledge schedule to Bank of North Dakota, as custodian, on 6/30/2022. This schedule reported uninsured public deposits of \$92,232,271.00 requiring a 110% pledge requirement for a total of \$107,612,487.40. Bank of North Dakota verifies the current par value of securities pledged to Choice Financial-Grafton/Pledge Pool ID PGRA, as of 6/30/2022 is \$124,000,000.00.

Dated 7/12/2022
The Bank of North Dakota, as Custodian

By 
Its Treasurer

GRAFTON-CHOICE FINANCIAL GROUP
RAELA KALIS
PO BOX 468
WALHALLA, ND 58282-0468

Internal USE ONLY

Client Code: PGRA

Client Name: PLEDGE POOL- CHOICE FN GRAFTON

Retention Date: 06/30/2022

As of 06/30/2022

Page 1

Pledged Custody Holdings for Currency USD

Security Receipt	Trade Date	Cost Basis	Current Face Pldg Original Face Pldg	Description Rate, Maturity
---------------------	------------	------------	---	-------------------------------

You are a valued customer of Bank of North Dakota.
We sincerely appreciate your business!



LOC 7574 EXP 07/19/2022 \$124,000,000

No pledged holdings in custody as of statement date

Irrevocable Standby Letter of Credit Number 7555	Issue Date 4/20/2022	Expiration Date 10/20/2022
Name and Address of Entity and Contact City of West Fargo Attn: Jim Larson 800 4th Ave East West Fargo, ND 58078		

Bank of North Dakota Customer Bell Bank
--

We hereby establish our irrevocable standby credit in your favor on the behalf of our Customer ("Customer") , for the account indicated above, for a sum or sums not exceeding in all \$ 3,000,000.00 DOLLARS UNITED STATES CURRENCY (the "Stated Amount") and authorize you to draw on the Bank of North Dakota (the "Bank"), for account of "Customer"), available by your presentation made at our office located at 1200 Memorial Highway, Bismarck, North Dakota 58504-5509 of:

- (1) A written certificate, appropriately completed, signed by you in the form of Exhibit "A" attached hereto; and
- (2) All certificates of deposit, savings account passbooks or other documents evidencing deposits of public funds by you with our Customer, including the amounts and account numbers.

We hereby agree that all drawings under and in compliance with the terms of this Letter of Credit will be duly honored by us upon compliance with the terms as specified above, if presented at our office on or before the expiration date hereof. A drawing under this Letter of Credit may also be made in the form of a writing, in the form provided for above and transmitted by any telecommunication facility sent by you and received by us at our office indicated above, provided that you undertake in such writing to send us the appropriate certificate and information referred to above within three business days of sending such writing. If requested by you, payment under this Letter of Credit may be made by deposit of immediately available funds into a designated account that you maintain with us. If a drawing made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we will give you prompt notice stating the reasons therefore and that we are holding any documents presented to us at your disposal or are returning the same to you, at our discretion. Upon being notified that the drawing was not in accordance with the Letter of Credit, you may attempt to correct any such drawing if, and to the extent that, you are entitled (without regard to the provision of this sentence) and able to do so. As used herein "business day" shall mean any day other than a Saturday, Sunday or a day on which financial institutions in the State of North Dakota are authorized or required by law to close.

Drawings in respect to payments hereunder honored by us shall not, in the aggregate, exceed the stated amount. It is a condition that the amount of the credit available with respect to this Letter of Credit relating to any deposit of public funds with the Customer will be automatically reduced by the amount of any withdrawals made by you from the deposit.

Only you may make a drawing under this Letter of Credit. Upon the payment to you, to your designee or to your account of the amount specified in a certificate drawn hereunder, we shall be fully discharged on our obligation under this Letter of Credit with respect to such certificates and we shall not thereafter be obligated to make any further payments under this Letter of Credit in respect of such certificates to you or any other person.

This Letter of Credit shall automatically terminate and be delivered to the Bank for cancellation upon the earlier of (i) the making by you of a drawing which reduces the available balance of the public funds deposited with the Customer to \$0, or (ii) the expiration date of this Letter of Credit.

EXHIBIT A
CERTIFICATE AND SIGHT DRAFT

To: Bank of North Dakota
1200 Memorial Highway
Bismarck, ND 58504-5509

At sight pay to the order of

Name of Payee	Amount
---------------	--------

This draft is drawn under

Irrevocable Standby Letter of Credit Number ("Letter of Credit") 7555	Dated
--	-------

Issued by Bank of North Dakota

The undersigned, a duly authorized officer of the above-named Payee, hereby certifies to The Bank of North Dakota (the "Bank"), with reference to the above Irrevocable Standby Letter of Credit (any capitalized term used herein and not defined shall have its respective meaning as set forth in the Letter of Credit) issued by the Bank in the favor of the Payee, that:

- (1) The Payee is making a drawing with respect to the payment of amounts due it from:

Name of Customer

- (2) The Payee has contacted the Customer and requested return of the public funds deposited with the Customer and that five business days have passed from the date of Payees request and the Customer has refused to return the public funds as requested.
- (3) The following listing identifies the amount of the public funds and the accounts in which those public funds are deposited:
- (4) The Payee has included with this Certificate all documents required by the Customer to claim title to the public funds deposited with Customer including all certificates of deposit, savings account passbooks or other documents required by the Customer.

- (5)
- | | |
|---|--|
| Amount of Request to Draw on this Certificate | Not to Exceed this Amount (includes amounts of all previous drafts) |
|---|--|

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate and sight draft as of the ____ day
of _____, 20____.

Name	Title
------	-------

Irrevocable Standby Letter of Credit Number 7570	Issue Date 6/10/2022	Expiration Date 12/9/2022
Name and Address of Entity and Contact City of West Fargo Attn: Jim Larson 800 4th Ave East West Fargo, ND 58078		

Bank of North Dakota Customer Bell Bank
--

We hereby establish our irrevocable standby credit in your favor on the behalf of our Customer ("Customer") , for the account indicated above, for a sum or sums not exceeding in all \$ 3,000,000.00 DOLLARS UNITED STATES CURRENCY (the "Stated Amount") and authorize you to draw on the Bank of North Dakota (the "Bank"), for account of "Customer"), available by your presentation made at our office located at 1200 Memorial Highway, Bismarck, North Dakota 58504-5509 of:

- (1) A written certificate, appropriately completed, signed by you in the form of Exhibit "A" attached hereto; and
- (2) All certificates of deposit, savings account passbooks or other documents evidencing deposits of public funds by you with our Customer, including the amounts and account numbers.

We hereby agree that all drawings under and in compliance with the terms of this Letter of Credit will be duly honored by us upon compliance with the terms as specified above, if presented at our office on or before the expiration date hereof. A drawing under this Letter of Credit may also be made in the form of a writing, in the form provided for above and transmitted by any telecommunication facility sent by you and received by us at our office indicated above, provided that you undertake in such writing to send us the appropriate certificate and information referred to above within three business days of sending such writing. If requested by you, payment under this Letter of Credit may be made by deposit of immediately available funds into a designated account that you maintain with us. If a drawing made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we will give you prompt notice stating the reasons therefore and that we are holding any documents presented to us at your disposal or are returning the same to you, at our discretion. Upon being notified that the drawing was not in accordance with the Letter of Credit, you may attempt to correct any such drawing if, and to the extent that, you are entitled (without regard to the provision of this sentence) and able to do so. As used herein "business day" shall mean any day other than a Saturday, Sunday or a day on which financial institutions in the State of North Dakota are authorized or required by law to close.

Drawings in respect to payments hereunder honored by us shall not, in the aggregate, exceed the stated amount. It is a condition that the amount of the credit available with respect to this Letter of Credit relating to any deposit of public funds with the Customer will be automatically reduced by the amount of any withdrawals made by you from the deposit.

Only you may make a drawing under this Letter of Credit. Upon the payment to you, to your designee or to your account of the amount specified in a certificate drawn hereunder, we shall be fully discharged on our obligation under this Letter of Credit with respect to such certificates and we shall not thereafter be obligated to make any further payments under this Letter of Credit in respect of such certificates to you or any other person.

This Letter of Credit shall automatically terminate and be delivered to the Bank for cancellation upon the earlier of (i) the making by you of a drawing which reduces the available balance of the public funds deposited with the Customer to \$0, or (ii) the expiration date of this Letter of Credit.

EXHIBIT A
CERTIFICATE AND SIGHT DRAFT

To: Bank of North Dakota
1200 Memorial Highway
Bismarck, ND 58504-5509

At sight pay to the order of

Name of Payee	Amount
---------------	--------

This draft is drawn under

Irrevocable Standby Letter of Credit Number ("Letter of Credit") 7570	Dated
--	-------

Issued by Bank of North Dakota

The undersigned, a duly authorized officer of the above-named Payee, hereby certifies to The Bank of North Dakota (the "Bank"), with reference to the above Irrevocable Standby Letter of Credit (any capitalized term used herein and not defined shall have its respective meaning as set forth in the Letter of Credit) issued by the Bank in the favor of the Payee, that:

- (1) The Payee is making a drawing with respect to the payment of amounts due it from:

Name of Customer

- (2) The Payee has contacted the Customer and requested return of the public funds deposited with the Customer and that five business days have passed from the date of Payees request and the Customer has refused to return the public funds as requested.
- (3) The following listing identifies the amount of the public funds and the accounts in which those public funds are deposited:
- (4) The Payee has included with this Certificate all documents required by the Customer to claim title to the public funds deposited with Customer including all certificates of deposit, savings account passbooks or other documents required by the Customer.

- (5)
- | | |
|---|--|
| Amount of Request to Draw on this Certificate | Not to Exceed this Amount (includes amounts of all previous drafts) |
|---|--|

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate and sight draft as of the ____ day
of _____, 20____.

Name	Title
------	-------



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

LICENSING SECTION

SFN 9338 (09-2021)

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*

Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit allowed per year.

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

Name of Organization or Group of People permit is issued to District 11 Republicans	Dates of Activity Oct 10, 2022	If raffle, provide drawing date Oct 10, 2022	
Organization or Group Contact Person Susy Oliver	Title or Position Chair	Telephone Number 701-866-2550	
Business Address P.O. Box 9791, Fargo, ND 58106	City Fargo	State ND	ZIP Code 58106
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) West Fargo VFW Post 7564			
Site Address 444 Shoyenne St.	City West Fargo	ZIP Code 58078	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Gun Raffle	Rifle, Shotgun, Handgun, accessories	Approx \$2500
Add Row	Delete Row	
Total (limit \$40,000 per year)		\$2500

Intended Uses of Gaming Proceeds Campaign expenses for legislative candidates
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 Originally approved through Cass County, but venue didn't work out - no raffle was conducted
Has the organization or group received a local permit from any 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: 11 See explanation above (This amount is part of the total prize limit of \$40,000 per 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 used for political purposes.) ☒ Yes ☐ No

Organization or Group Contact Person

Name Susy Oliver	Title Chair	Telephone Number 701-866-2550	E-mail Address info@ndgop11.org
Signature of Organization or Group's Top Official 		Title Chair	Date 9-5-22



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
 SFN 9338 (09-2021)

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*	

Poker, Twenty-One, and Paddlewheels may be conducted **Only** with a Restricted Event Permit. Only one permit allowed per year.

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

Name of Organization or Group of People permit is issued to IPOP (INTERESTED PARENTS OF PAKATAHNAS)	Dates of Activity OCT. 1, 2022	If raffle, provide drawing date 11/1/22 - 11/30/22	
Organization or Group Contact Person Rockey Suder	Title or Position Raffle Chair	Telephone Number 701-371-2992	
Business Address PO Box 235	City West Fargo	State ND	ZIP Code 58078
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) Rockey Suder			
Site Address 1636 WINSLOW CT	City WEST FARGO	ZIP Code 58078	County CASS

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Calendar Raffle	Cash	\$50.00
Add Row	Delete Row	
Total (limit \$40,000 per year)		\$1,400.00

Intended Uses of Gaming Proceeds West Fargo High School Dance Team (Pakatahnas)
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 any 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 of \$40,000 per 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 used for political purposes.) ☐ Yes ☒ No

Organization or Group Contact Person			
Name Rockey Suder	Title Raffle Chair	Telephone Number 701-371-2992	E-mail Address rockeys@dacotahpaper.com
Signature of Organization or Group's Top Official 		Title Treasurer	Date 8/19/22



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

LICENSING SECTION

SFN 9338 (09-2021)

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*

Poker, Twenty-One, and Paddlewheels may be conducted **Only** with a Restricted Event Permit. Only one permit allowed per year.

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

Name of Organization or Group of People permit is issued to <i>Red River Regional Marksmanship Center</i>		Dates of Activity <i>Sept. 10th and Dec. 15, 2022</i>		If raffle, provide drawing date <i>December 15, 2022</i>	
Organization or Group Contact Person <i>Terri Suchy</i>		Title or Position <i>Operation Manager</i>		Telephone Number <i>701-356-0677</i>	
Business Address <i>640 16th St. NE</i>		City <i>West Fargo</i>		State <i>ND</i>	ZIP Code <i>58078</i>
Mailing Address (if different)		City		State	ZIP Code
Site Name (where gaming will be conducted) <i>Red River Regional Marksmanship Center</i>					
Site Address <i>640 16th St. NE</i>		City <i>West Fargo</i>		ZIP Code <i>58078</i>	County <i>Cass</i>

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
<i>raffle</i>	<i>see attached list</i>	<i>11,474.00</i>
Add Row	Delete Row	
Total (limit \$40,000 per year)		

Intended Uses of Gaming Proceeds

fundraiser for our general funds for training classes

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 any 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: *11,910.00* (This amount is part of the total prize limit of \$40,000 per 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 used for political purposes.)

☐ Yes ☒ No

Organization or Group Contact Person

Cash \$1000 GH

Name <i>Terri Suchy</i>	Title <i>Operation Manager</i>	Telephone Number <i>701-356-0677</i>	E-mail Address <i>tsuchy@rrmc.com</i>
Signature of Organization or Group's Top Official <i>[Signature]</i>		Title <i>Board President</i>	Date <i>8-11-22</i>

Raffle Ticket Prize List

	PRIZE	MSRP
1	CZ 75 Tac Sport Orange 9mm	1849.99
2	Browning X Bolt 7mm	1279.99
3	FI Firearms King 5.56/223 16"	799.99
4	Shadow Systems MR920 9mm	749.99
5	Howa CFR M1500 6.5 creed	649.99
6	Ruger PC Carbine 9mm 16"	629.99
7	Ruger Mark IV Lite 22LR	579.99
8	Canik TP9 SFX	499.99
9	Sig P365 9mm 3.1"	499.99
10	Glock G43X 9mm 3.5"	499.99
11	Ruger 10/22 Takedown 22LR	449.99
12	S&W M&P Shield EZ Pro 380	549.99
13	Sig Sauer P322 22LR	429.99
14	Berreta APX A1Carry 9mm 3"	399.99
15	1000 rds Freedom Munitions 9mm	323.78
16	Taurus G3C 9mm 3.26"	299.99
17	Winchester Wildcat 22LR 18"	279.99
18	Meats by John & Wayne	250
19	Butcher Block Meats	250
20	Amor Pork	200
		11473.62



To: West Fargo City Commission
From: Chad Zander, City Forester
Date: August 30, 2022
Subject: West Fargo Parks Department Land Management Plans
Action: Approval of Land Management Plans

Commission President

Bernie Dardis

Primary Portfolio:
Administration/Finance

Secondary Portfolio:
Street, Water and Sewer

Commission Vice President

Brad Olson

Primary Portfolio:
Street, Water and Sewer

Secondary Portfolio:
Administration/Finance

Commissioner

Roben Anderson

Primary Portfolio:
Planning, Zoning and Engineering

Secondary Portfolio:
Sanitation

Commissioner

Mark Simmons

Primary Portfolio:
Police and Fire

Secondary Portfolio:
Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:
Sanitation

Secondary Portfolio:
Police and Fire

Administration

Tina Fisk, Administrator

Dustin Scott, Assistant
City Administrator

Summary and Recommendation:

West Fargo City Forester, Chad Zander, met with Josh Mathern, Park Operations Manager, in early August to discuss native plantings/prairie areas planned within several West Fargo Park areas. The main items discussed were the noxious weeds and nuisance ordinances and how they affect the project.

It was discussed, that within the noxious weeds ordinance (15-0305), there is a section (15-0305-A-5) that allows for over the 30% of the lot being taller than 8 inches, if a land management plan is submitted and approved. Several of the prairie areas planned fall into this category. On August 5th, 2022 the West Fargo Forestry Department received three (3) applications from the Park District for those areas (attached).

The applications/plans submitted contain all the information requested and meet all the requirements of the ordinance. They include the specific plants and the maintenance schedules that will take place along with a timeline. The Forestry Department recommends approval of these three (3) management plans.

Policy Analysis:

The City of West Fargo has approved several of these type of projects in the past. One pollinator garden located at the Monsanto location and a native prairie grass area at Doosan/Bobcat. Ordinance 13-0305-A-5 has a process in place for these exemptions.

Financial Analysis:

The project costs will be covered by the West Fargo Parks Department and "Any costs incurred by the City shall be charged to the owner, occupant, or person in control of the property as authorized under this section."

Process/Timeline:

See attached plans for timelines.

Land Management Plan Permit Application

To: Chad Zander, City of West Fargo Forester

Applicant Information

Applicant: West Fargo Park District
Contact: Josh Mathern
Mailing Address: 601 26th Ave E, West Fargo ND 58078
Phone: 701-551-7117
Email: josh@wfparks.org

Property Information

Location Name: Charleswood Pond
Land Owner: West Fargo Park District
Property Address: N/A (along 6th St E, between 15th and 17th Ave E)
Tax Parcel Number: 02-0053-00480-000
Legal Description: CHARLESWOOD 11TH ADDN LT 3 BLK 4
Lot Size: 194,294 Sq. Ft.
Zoning: P-Public

Land Use Information

Permit Type: Land Management Permit
Land Use: Native Landscape Project
Approximate proposed coverage over 8": 68,000 sq. ft. (35% of lot)
Site Plan: See Exhibit A
Intent and Purpose for the Area: Exhibit B.1
Description of plant types and plant succession involved: Exhibit B.2
Specific Management Plan: Exhibit B.3
Specific Maintenance Techniques to be Employed: Exhibit B.4
Restoration/Management Timeline: Exhibit B.5

Applicant Signature:  Date: 8-5-2022



Exhibit A:

Site Plan

Charleswood
Pond





Exhibit B:

Intent

Plant Types

Management Plan

Management Techniques

Restoration Timeline



P.O. Box 1027 Hawley, MN 56549

Office: 218-498-0260 Fax: 218-498-2862

Cell: 612-708-4057 email: Blaine.Keller@MNLcorp.com

West Fargo Park District Native Landscape Project

B.1 Intent & Purpose of landscape.

Ecological Soundness: Native Landscapes make optimum use of existing water and soil properties, even further enhancing those resources in some cases. In addition to making healthy, diverse ecosystems, native plants can be used to improve water quality and prevent erosion. The root systems of native plants can be quite extensive and work well for filtering water through soil and holding soil in place. These plantings provide much needed urban habitat for songbirds and butterflies and other insects that prey on mosquitoes. With native landscapes there is a lessened need for watering, fertilization and the use of pollution causing small engine use for maintenance.

Beauty: Native landscapes provide ever-changing environments of color, light, texture, sound, and motion. They provide the opportunity to become more aware of the changing seasons and connect with the cycles of nature.

Cost Savings: Native plant communities generally cost less than traditional turf-based landscapes to install and less again to maintain. Although it may be a few years before a natural landscape is fully established, once mature it will last for generations with relatively few inputs.



P.O. Box 1027 Hawley, MN 56549
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B.2 Proposed plant species used in landscape.

Upland Prairie Mix 2 to 4 ft. in height

	Scientific Name	Common Name	% of Mix	Seeds/ Sq Ft	PLS lbs/ac	Bloom Season
Grasses:	Bouteloua curtipendula	Side-oats Grama	28.25	12.39	3.39	
	Bouteloua gracilis	Blue Grama	2.50	4.41	0.30	
	Bromus kalmii	Prairie Brome	4.00	1.41	0.48	
	Elymus trachycaulus	Slender Wheat Grass	7.50	2.28	0.90	
	Schizachyrium scoparium	Little Bluestem	23.00	15.21	2.76	
	Sporobolus compositus	Rough Dropseed	2.50	3.31	0.30	
	Sporobolus heterolepis	Prairie Dropseed	1.50	1.06	0.18	
Sedges/Rushes:	Carex bicknellii	Bicknell's Sedge	0.25	0.19	0.03	
	Cyperus schweinitzii	Schweinitz's Flatsedge	0.50	0.94	0.06	
Forbs:	Achillea millefolium	Yarrow	0.10	0.77	0.01	Summer
	Agastache foeniculum	Fragrant Giant Hyssop	0.15	0.60	0.02	Summer
	Allium stellatum	Prairie Onion	0.40	0.19	0.05	Summer
	Amorpha canescens	Leadplant	2.50	1.76	0.30	Summer
	Asclepias syriaca	Common Milkweed	1.50	0.26	0.18	Summer
	Asclepias tuberosa	Butterfly Milkweed	1.00	0.19	0.12	Summer
	Chamaecrista fasciculata	Partridge Pea	6.25	0.74	0.75	Fall
	Dalea candida	White Prairie Clover	4.25	3.56	0.51	Summer
	Dalea purpurea	Purple Prairie Clover	6.50	4.30	0.78	Summer
	Drymocallis arguta	Prairie Cinquefoil	0.25	2.53	0.03	Summer
	Echinacea angustifolia	Narrow-leaved Coneflower	0.25	0.08	0.03	Summer
	Helianthus pauciflorus	Stiff Sunflower	0.50	0.09	0.06	Fall
	Lespedeza capitata	Round-headed Bushclover	0.75	0.26	0.09	Summer
	Liatris aspera	Rough Blazing Star	0.25	0.18	0.03	Summer
	Lupinus perennis	Wild Lupine	0.25	0.01	0.03	Spring
	Monarda punctata	Spotted Bee Balm	0.15	0.60	0.02	Summer
	Penstemon grandiflorus	Large-flower Penstemon	0.50	0.31	0.06	Spring
	Ratibida columnifera	Long-headed Coneflower	0.75	1.39	0.09	Summer
	Rosa arkansana	Prairie Rose	0.50	0.02	0.06	Summer
	Rudbeckia hirta	Black-eyed Susan	1.25	5.07	0.15	Summer
	Solidago nemoralis	Gray Goldenrod	0.15	1.98	0.02	Fall
	Solidago rigida	Stiff Goldenrod	0.30	0.54	0.04	Fall
	Symphotrichum laeve	Smooth Blue Aster	0.25	0.61	0.03	Fall
	Symphotrichum oolentangiense	Sky-blue Aster	0.50	1.76	0.06	Fall
	Tradescantia bracteata	Long-bracted Spiderwort	0.15	0.07	0.02	Spring
	Verbena stricta	Hoary Vervain	0.40	0.49	0.05	Summer
	Zizia aptera	Heart-leaf Golden Alexanders	0.20	0.11	0.02	Spring
			100.00	69.66	12.00	
Seeds/sq ft:			70.00			
Grass Species:			7			
Sedges/Rush Sp:			2			
Forb Species:			27			



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Wet Meadow Mix 2 to 4 ft. in height

	Scientific Name	Common Name	% of Mix	Seeds/ Sq Ft	PLS lbs/ac	Bloom Season
Grasses:	Calamagrostis canadensis	Blue-joint Grass	0.25	1.80	0.02	
	Elymus virginicus	Virginia Wild Rye	8.00	0.86	0.56	
	Glyceria grandis	Reed Manna Grass	3.00	5.40	0.21	
	Glyceria striata	Fowl Manna Grass	0.75	1.74	0.05	
	Leersia oryzoides	Rice Cutgrass	5.00	4.37	0.35	
	Poa palustris	Fowl Bluegrass	4.00	13.37	0.28	
	Spartina pectinata	Prairie Cordgrass	4.00	0.68	0.28	
Sedges/Rushes:	Carex comosa	Bottlebrush Sedge	9.75	7.52	0.68	
	Carex hystericina	Porcupine Sedge	3.00	2.31	0.21	
	Carex retrorsa	Knotsheath Sedge	5.00	1.41	0.35	
	Carex scoparia	Pointed Broom Sedge	5.00	10.80	0.35	
	Carex stipata	Awl-fruited Sedge	5.00	4.37	0.35	
	Carex vulpinoidea	Fox Sedge	6.00	12.50	0.42	
	Scirpus atrovirens	Green Bulrush	1.00	11.83	0.07	
	Scirpus cyperinus	Woolgrass	0.25	10.93	0.02	
Forbs:	Acorus americanus	Sweet Flag	6.50	1.10	0.46	Summer
	Alisma subcordatum	American Water Plantain	2.50	3.86	0.18	Summer
	Amorpha fruticosa	False Indigo	1.50	0.19	0.11	Summer
	Anemone canadensis	Canada Anemone	0.50	0.10	0.04	Spring
	Asclepias incarnata	Swamp Milkweed	7.00	0.86	0.49	Summer
	Chamerion angustifolium	Fireweed	0.15	1.93	0.01	Summer
	Eutrochium maculatum	Joe-pye Weed	0.75	1.83	0.05	Summer
	Eupatorium perfoliatum	Boneset	0.20	0.82	0.01	Fall
	Helenium autumnale	Sneezeweed	0.45	1.50	0.03	Fall
	Iris versicolor	Northern Blueflag Iris	2.00	0.07	0.14	Spring
	Liatris pycnostachya	Prairie Blazing Star	2.00	0.57	0.14	Summer
	Lobelia cardinalis	Cardinal Flower	0.20	2.06	0.01	Summer
	Lobelia siphilitica	Great Blue Lobelia	0.25	3.21	0.02	Summer
	Lythrum alatum	Winged Loosestrife	0.20	4.86	0.01	Summer
	Mimulus ringens	Monkey Flower	0.25	14.78	0.02	Summer
	Physostegia virginiana	Obedient Plant	0.25	0.07	0.02	Summer
	Pycnanthemum virginianum	Mountain Mint	0.20	1.13	0.01	Summer
	Solidago riddellii	Riddell's Goldenrod	1.00	2.39	0.07	Fall
	Sparganium eurycarpum	Giant Burreed	8.00	0.10	0.56	Summer
	Symphyotrichum novae-angliae	New England Aster	1.00	1.70	0.07	Fall
	Thalictrum dasycarpum	Purple Meadow Rue	0.75	0.39	0.05	Summer
	Verbena hastata	Blue Vervain	2.00	4.78	0.14	Summer
	Vernonia fasciculata	Ironweed	2.25	1.39	0.16	Summer
	Veronicastrum virginicum	Culver's Root	0.10	2.06	0.01	Summer
			100.00	141.64	7.00	

Seeds/sq ft: 142.00
 Grass Species: 7
 Sedges/Rushes: 8
 Forb Species: 24



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B.3 Native Landscape Maintenance:

A Native landscape takes time to develop, requiring patience and careful management the first few years. However, if your landscape was planted correctly and you follow these maintenance instructions, your planting will mature into a unique, self-sustaining beautiful landscape.

Year one

Most prairie plants are perennials. Although perennial seeds will germinate the first year, the young seedlings root growth will be two to three times their aboveground growth, and they may not flower until the second or third year. While this lack of visual growth can be frustrating, keep in mind that it is the strong root system of prairie perennials, which enables them to be nearly maintenance free at maturity.

During this early stage of growth, weeds will take advantage of the lack of aboveground vegetation and appear on your site. To minimize the effects of tall weeds shading your prairie seedlings and to prevent these weeds from setting seed, you should plan to cut your planting two, three or even four times during its first growing season. This is generally done on 30-day intervals using a flail mower at a height of about 5 inches. Hand weeding is also useful during the first growing season, especially to remove individual noxious weeds.

At no time should fertilizers be used on your prairie landscape. Your prairie plants are well adapted to their environment and do not need fertilization. This expensive, time consuming and often environmentally unfriendly procedure is not only unnecessary on a natural landscape but, because it can encourage weeds and other undesirable vegetation, is detrimental.

Year two

During the second season, residual seeds from the first season will germinate and some of the faster-growing native plants will flower and produce seed. There might still, however, be a need for weed control and one or two mowing's might be necessary sometime between mid-June and mid-August. The height and density of the weed cover should help you determine if and when to mow. In areas where weeds are especially dominant, the advantages of cutting the weeds and preventing them from setting seed offset any disadvantages of cutting your prairie plants. Spot spraying might still be necessary this year.

Year Three

By the third year (and in the years to follow) your patience will really begin to pay off. Both grasses and flowers will be mature, providing beautiful, low-maintenance returns. One cutting per year can be used as a clean-up procedure. The best time to cut off old prairie vegetation is in late November or in early May. In areas where your prairie plants were especially tall and dense, mulch or rake away the dead plant material.

Fire is another method of removing old prairie thatch. In natural prairie ecosystems, fire not only gets rid of accumulated thatch, it helps reduce woody plant invasion and stimulates the growth of many native grasses and wildflowers. A controlled burn is a useful maintenance tool but requires expertise.



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B.4 Management & Maintenance techniques to be utilized:

Integrated Pest Management (IPM) Control Methods

Unwanted Plant Groups:

Control Methods:

Annuals

Hand weeding (care must be taken not to disturb soil)
Chopping (if cut below soil surface, should not reflower)
Spot mowing (best if used prior to or at flowering stage)
Complete site mowing (best method if 70% or more of the site needs treatment)

Biennials

Hand weeding
Chopping
Spot mowing
Complete site mowing
Spot spraying (only if mechanical means are not possible)

Perennials

Hand weeding
Spot spraying (use selective herbicides, spray only targeted species)
Overspraying (entire site or large colonies; timing crucial)
Spot or complete site mowing (will reduce current season seed dispersal only, use as last resort)

Unwanted woody plants

Mechanical pulling (if complete root system is intact)
Basal pruning (requires herbicide application)
Girdling (continuous cut around trunk through cambium layer)
Foliar spraying (herbicide application directly to the crown of the unwanted plant)

* The timing of and the control method used will vary with how fast the plants mature in a given season and what life stage they are in. Prairie Restorations, Inc. conducts land management in the most efficient and cost-effective manner possible.



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B.5 2023-2028 Restoration/Management Plan:

The main objectives of management include the following:

1. Manage exotic and invasive plant species among the native plant communities to reduce competition of weeds and to allow the native plants to flourish.
2. Utilize Integrated Pest Management (IPM) practices on all actively managed sites to encourage diversity in the native plant communities.
3. Utilize controlled burning to encourage native or indigenous herbaceous growth, while reducing competition from volunteer woody plants.

Potential Schedule of Restored Prairie Management Activities

<u>Month</u>	<u>Management Procedure</u>
Fall 2022	Site preparation done by West Fargo Parks
Early Spring 2023	Finish site preparation done by West Fargo Parks
Late Spring 2023	Seeding of identified areas
June-July 2023	monitor, complete mowing
August 2023	monitor, complete mowing
October 2023	monitor, complete mowing
May 2024	monitor
June-July 2024	monitor, mow annual & biennial weeds, spot spray perennial weeds
August 2024	monitor, mow annual & biennial weeds, spot spray perennial weeds
October 2024	monitor, mow annual & biennial weeds, spot spray perennial weeds
Growing Seasons 3-5	Conduct a prescribed burn, monitor, mow annual & biennial weeds, spot spray perennial weeds

Note: This recommendation is to be used as a guideline only. The species targeted and their growth characteristics will dictate actual timing of events. All efforts will be made to conduct work in the most ecologically sound and cost-efficient manner.

Land Management Plan Permit Application

To: Chad Zander, City of West Fargo Forester

Applicant Information

Applicant: West Fargo Park District
Contact: Josh Mathern
Mailing Address: 601 26th Ave E, West Fargo ND 58078
Phone: 701-551-7117
Email: josh@wfparks.org

Property Information

Location Name: Heritage Square
Land Owner: West Fargo Park District
Property Address: N/A (approximately 501 13th Ave E)
Tax Parcel Number: 02-1485-00080-000
Legal Description: LOT 2 BLK 3 OAKHAVEN
Lot Size: 105,122 Sq. Ft.
Zoning: P-Public

Land Use Information

Permit Type: Land Management Permit
Land Use: Native Landscape Project
Approximate proposed coverage over 8": 62,300 sq. ft. (60% of lot)
Site Plan: See Exhibit A
Intent and Purpose for the Area: Exhibit B.1
Description of plant types and plant succession involved: Exhibit B.2
Specific Management Plan: Exhibit B.3
Specific Maintenance Techniques to be Employed: Exhibit B.4
Restoration/Management Timeline: Exhibit B.5

Applicant Signature: _____



Date: 8-5-2022



Exhibit A:

Site Plan





Exhibit B:

Intent

Plant Types

Management Plan

Management Techniques

Restoration Timeline



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West Fargo Park District Native Landscape Project

B.1 Intent & Purpose of landscape.

Ecological Soundness: Native Landscapes make optimum use of existing water and soil properties, even further enhancing those resources in some cases. In addition to making healthy, diverse ecosystems, native plants can be used to improve water quality and prevent erosion. The root systems of native plants can be quite extensive and work well for filtering water through soil and holding soil in place. These plantings provide much needed urban habitat for songbirds and butterflies and other insects that prey on mosquitoes. With native landscapes there is a lessened need for watering, fertilization and the use of pollution causing small engine use for maintenance.

Beauty: Native landscapes provide ever-changing environments of color, light, texture, sound, and motion. They provide the opportunity to become more aware of the changing seasons and connect with the cycles of nature.

Cost Savings: Native plant communities generally cost less than traditional turf-based landscapes to install and less again to maintain. Although it may be a few years before a natural landscape is fully established, once mature it will last for generations with relatively few inputs.



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B.2 Proposed plant species used in landscape.

Upland Prairie Mix 2 to 4 ft. in height

	Scientific Name	Common Name	% of Mix	Seeds/ Sq Ft	PLS lbs/ac	Bloom Season
Grasses:	Bouteloua curtipendula	Side-oats Grama	28.25	12.39	3.39	
	Bouteloua gracilis	Blue Grama	2.50	4.41	0.30	
	Bromus kalmii	Prairie Brome	4.00	1.41	0.48	
	Elymus trachycaulus	Slender Wheat Grass	7.50	2.28	0.90	
	Schizachyrium scoparium	Little Bluestem	23.00	15.21	2.76	
	Sporobolus compositus	Rough Dropseed	2.50	3.31	0.30	
	Sporobolus heterolepis	Prairie Dropseed	1.50	1.06	0.18	
Sedges/Rushes:	Carex bicknellii	Bicknell's Sedge	0.25	0.19	0.03	
	Cyperus schweinitzii	Schweinitz's Flatsedge	0.50	0.94	0.06	
Forbs:	Achillea millefolium	Yarrow	0.10	0.77	0.01	Summer
	Agastache foeniculum	Fragrant Giant Hyssop	0.15	0.60	0.02	Summer
	Allium stellatum	Prairie Onion	0.40	0.19	0.05	Summer
	Amorpha canescens	Leadplant	2.50	1.76	0.30	Summer
	Asclepias syriaca	Common Milkweed	1.50	0.26	0.18	Summer
	Asclepias tuberosa	Butterfly Milkweed	1.00	0.19	0.12	Summer
	Chamaecrista fasciculata	Partridge Pea	6.25	0.74	0.75	Fall
	Dalea candida	White Prairie Clover	4.25	3.56	0.51	Summer
	Dalea purpurea	Purple Prairie Clover	6.50	4.30	0.78	Summer
	Drymocallis arguta	Prairie Cinquefoil	0.25	2.53	0.03	Summer
	Echinacea angustifolia	Narrow-leaved Coneflower	0.25	0.08	0.03	Summer
	Helianthus pauciflorus	Stiff Sunflower	0.50	0.09	0.06	Fall
	Lespedeza capitata	Round-headed Bushclover	0.75	0.26	0.09	Summer
	Liatris aspera	Rough Blazing Star	0.25	0.18	0.03	Summer
	Lupinus perennis	Wild Lupine	0.25	0.01	0.03	Spring
	Monarda punctata	Spotted Bee Balm	0.15	0.60	0.02	Summer
	Penstemon grandiflorus	Large-flower Penstemon	0.50	0.31	0.06	Spring
	Ratibida columnifera	Long-headed Coneflower	0.75	1.39	0.09	Summer
	Rosa arkansana	Prairie Rose	0.50	0.02	0.06	Summer
	Rudbeckia hirta	Black-eyed Susan	1.25	5.07	0.15	Summer
	Solidago nemoralis	Gray Goldenrod	0.15	1.98	0.02	Fall
	Solidago rigida	Stiff Goldenrod	0.30	0.54	0.04	Fall
	Symphotrichum laeve	Smooth Blue Aster	0.25	0.61	0.03	Fall
	Symphotrichum oolentangiense	Sky-blue Aster	0.50	1.76	0.06	Fall
	Tradescantia bracteata	Long-bracted Spiderwort	0.15	0.07	0.02	Spring
	Verbena stricta	Hoary Vervain	0.40	0.49	0.05	Summer
	Zizia aptera	Heart-leaf Golden Alexanders	0.20	0.11	0.02	Spring
			100.00	69.66	12.00	
Seeds/sq ft:			70.00			
Grass Species:			7			
Sedges/Rush Sp:			2			
Forb Species:			27			



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Wet Meadow Mix 2 to 4 ft. in height

	Scientific Name	Common Name	% of Mix	Seeds/ Sq Ft	PLS lbs/ac	Bloom Season
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	Elymus virginicus	Virginia Wild Rye	8.00	0.86	0.56	
	Glyceria grandis	Reed Manna Grass	3.00	5.40	0.21	
	Glyceria striata	Fowl Manna Grass	0.75	1.74	0.05	
	Leersia oryzoides	Rice Cutgrass	5.00	4.37	0.35	
	Poa palustris	Fowl Bluegrass	4.00	13.37	0.28	
	Spartina pectinata	Prairie Cordgrass	4.00	0.68	0.28	
Sedges/Rushes:	Carex comosa	Bottlebrush Sedge	9.75	7.52	0.68	
	Carex hystericina	Porcupine Sedge	3.00	2.31	0.21	
	Carex retrorsa	Knotsheath Sedge	5.00	1.41	0.35	
	Carex scoparia	Pointed Broom Sedge	5.00	10.80	0.35	
	Carex stipata	Awl-fruited Sedge	5.00	4.37	0.35	
	Carex vulpinoidea	Fox Sedge	6.00	12.50	0.42	
	Scirpus atrovirens	Green Bulrush	1.00	11.83	0.07	
	Scirpus cyperinus	Woolgrass	0.25	10.93	0.02	
Forbs:	Acorus americanus	Sweet Flag	6.50	1.10	0.46	Summer
	Alisma subcordatum	American Water Plantain	2.50	3.86	0.18	Summer
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	Thalictrum dasycarpum	Purple Meadow Rue	0.75	0.39	0.05	Summer
	Verbena hastata	Blue Vervain	2.00	4.78	0.14	Summer
	Vernonia fasciculata	Ironweed	2.25	1.39	0.16	Summer
	Veronicastrum virginicum	Culver's Root	0.10	2.06	0.01	Summer
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 Forb Species: 24



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Year one

Most prairie plants are perennials. Although perennial seeds will germinate the first year, the young seedlings root growth will be two to three times their aboveground growth, and they may not flower until the second or third year. While this lack of visual growth can be frustrating, keep in mind that it is the strong root system of prairie perennials, which enables them to be nearly maintenance free at maturity.

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Year two

During the second season, residual seeds from the first season will germinate and some of the faster-growing native plants will flower and produce seed. There might still, however, be a need for weed control and one or two mowing's might be necessary sometime between mid-Jun and mid-august. The height and density of the weed cover should help you determine if and when to mow. In areas where weeds are especially dominate, the advantages of cutting the weeds and preventing them from setting seed offset any disadvantages of cutting your prairie plants. Spot spraying might still be necessary this year.

Year Three

By the third year (and in the years to follow) your patience will really begin to pay off. Both grasses and flowers will be mature, providing beautiful, low-maintenance returns. On cutting per year can be used as a clean-up procedure. The best time to cut off old prairie vegetation is in late November or in early May. In areas where your prairie plants were especially tall and dense, mulch or rake away the dead plant material.

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B.4 Management & Maintenance techniques to be utilized:

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Unwanted Plant Groups:

Control Methods:

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Hand weeding (care must be taken not to disturb soil)
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Spot mowing
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Perennials

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Spot spraying (use selective herbicides, spray only targeted species)
Overspraying (entire site or large colonies; timing crucial)
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Unwanted woody plants

Mechanical pulling (if complete root system is intact)
Basal pruning (requires herbicide application)
Girdling (continuous cut around trunk through cambium layer)
Foliar spraying (herbicide application directly to the crown of the unwanted plant)

* The timing of and the control method used will vary with how fast the plants mature in a given season and what life stage they are in. Prairie Restorations, Inc. conducts land management in the most efficient and cost-effective manner possible.



P.O. Box 1027 Hawley, MN 56549

Office: 218-498-0260 Fax: 218-498-2862

Cell: 612-708-4057 email: Blaine.Keller@MNLcorp.com

B.5 2023-2028 Restoration/Management Plan:

The main objectives of management include the following:

1. Manage exotic and invasive plant species among the native plant communities to reduce competition of weeds and to allow the native plants to flourish.
2. Utilize Integrated Pest Management (IPM) practices on all actively managed sites to encourage diversity in the native plant communities.
3. Utilize controlled burning to encourage native or indigenous herbaceous growth, while reducing competition from volunteer woody plants.

Potential Schedule of Restored Prairie Management Activities

<u>Month</u>	<u>Management Procedure</u>
Fall 2022	Site preparation done by West Fargo Parks
Early Spring 2023	Finish site preparation done by West Fargo Parks
Late Spring 2023	Seeding of identified areas
June-July 2023	monitor, complete mowing
August 2023	monitor, complete mowing
October 2023	monitor, complete mowing
May 2024	monitor
June-July 2024	monitor, mow annual & biennial weeds, spot spray perennial weeds
August 2024	monitor, mow annual & biennial weeds, spot spray perennial weeds
October 2024	monitor, mow annual & biennial weeds, spot spray perennial weeds
Growing Seasons 3-5	Conduct a prescribed burn, monitor, mow annual & biennial weeds, spot spray perennial weeds

Note: This recommendation is to be used as a guideline only. The species targeted and their growth characteristics will dictate actual timing of events. All efforts will be made to conduct work in the most ecologically sound and cost-efficient manner.

Land Management Plan Permit Application

To: Chad Zander, City of West Fargo Forester

Applicant Information

Applicant: West Fargo Park District
Contact: Josh Mathern
Mailing Address: 601 26th Ave E, West Fargo ND 58078
Phone: 701-551-7117
Email: josh@wfparks.org

Property Information

Location Name: Rendezvous Dog Leg
Land Owner: West Fargo Park District
Property Address: 3743 12 ST W
Tax Parcel Number: 02-0192-00740-000
Legal Description: EAGLE RUN 13TH LT 29 BLK 3
Lot Size: 876,253 Sq. Ft.
Zoning: P-Public

Land Use Information

Permit Type: Land Management Permit
Land Use: Native Landscape Project
Approximate proposed coverage over 8": 460,000 sq. ft. (53% of lot)
Site Plan: See Exhibit A
Intent and Purpose for the Area: Exhibit B.1
Description of plant types and plant succession involved: Exhibit B.2
Specific Management Plan: Exhibit B.3
Specific Maintenance Techniques to be Employed: Exhibit B.4
Restoration/Management Timeline: Exhibit B.5

Applicant Signature:  Date: 8-5-2022



Exhibit A:

Site Plan

Rendezvous
Dog Leg





Exhibit B:

Intent

Plant Types

Management Plan

Management Techniques

Restoration Timeline



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Cell: 612-708-4057 email: Blaine.Keller@MNLcorp.com

West Fargo Park District Native Landscape Project

B.1 Intent & Purpose of landscape.

Ecological Soundness: Native Landscapes make optimum use of existing water and soil properties, even further enhancing those resources in some cases. In addition to making healthy, diverse ecosystems, native plants can be used to improve water quality and prevent erosion. The root systems of native plants can be quite extensive and work well for filtering water through soil and holding soil in place. These plantings provide much needed urban habitat for songbirds and butterflies and other insects that prey on mosquitoes. With native landscapes there is a lessened need for watering, fertilization and the use of pollution causing small engine use for maintenance.

Beauty: Native landscapes provide ever-changing environments of color, light, texture, sound, and motion. They provide the opportunity to become more aware of the changing seasons and connect with the cycles of nature.

Cost Savings: Native plant communities generally cost less than traditional turf-based landscapes to install and less again to maintain. Although it may be a few years before a natural landscape is fully established, once mature it will last for generations with relatively few inputs.



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B.2 Proposed plant species used in landscape.

Upland Prairie Mix 2 to 4 ft. in height

	Scientific Name	Common Name	% of Mix	Seeds/ Sq Ft	PLS lbs/ac	Bloom Season
Grasses:	Bouteloua curtipendula	Side-oats Grama	28.25	12.39	3.39	
	Bouteloua gracilis	Blue Grama	2.50	4.41	0.30	
	Bromus kalmii	Prairie Brome	4.00	1.41	0.48	
	Elymus trachycaulus	Slender Wheat Grass	7.50	2.28	0.90	
	Schizachyrium scoparium	Little Bluestem	23.00	15.21	2.76	
	Sporobolus compositus	Rough Dropseed	2.50	3.31	0.30	
	Sporobolus heterolepis	Prairie Dropseed	1.50	1.06	0.18	
Sedges/Rushes:	Carex bicknellii	Bicknell's Sedge	0.25	0.19	0.03	
	Cyperus schweinitzii	Schweinitz's Flatsedge	0.50	0.94	0.06	
Forbs:	Achillea millefolium	Yarrow	0.10	0.77	0.01	Summer
	Agastache foeniculum	Fragrant Giant Hyssop	0.15	0.60	0.02	Summer
	Allium stellatum	Prairie Onion	0.40	0.19	0.05	Summer
	Amorpha canescens	Leadplant	2.50	1.76	0.30	Summer
	Asclepias syriaca	Common Milkweed	1.50	0.26	0.18	Summer
	Asclepias tuberosa	Butterfly Milkweed	1.00	0.19	0.12	Summer
	Chamaecrista fasciculata	Partridge Pea	6.25	0.74	0.75	Fall
	Dalea candida	White Prairie Clover	4.25	3.56	0.51	Summer
	Dalea purpurea	Purple Prairie Clover	6.50	4.30	0.78	Summer
	Drymocallis arguta	Prairie Cinquefoil	0.25	2.53	0.03	Summer
	Echinacea angustifolia	Narrow-leaved Coneflower	0.25	0.08	0.03	Summer
	Helianthus pauciflorus	Stiff Sunflower	0.50	0.09	0.06	Fall
	Lespedeza capitata	Round-headed Bushclover	0.75	0.26	0.09	Summer
	Liatris aspera	Rough Blazing Star	0.25	0.18	0.03	Summer
	Lupinus perennis	Wild Lupine	0.25	0.01	0.03	Spring
	Monarda punctata	Spotted Bee Balm	0.15	0.60	0.02	Summer
	Penstemon grandiflorus	Large-flower Penstemon	0.50	0.31	0.06	Spring
	Ratibida columnifera	Long-headed Coneflower	0.75	1.39	0.09	Summer
	Rosa arkansana	Prairie Rose	0.50	0.02	0.06	Summer
	Rudbeckia hirta	Black-eyed Susan	1.25	5.07	0.15	Summer
	Solidago nemoralis	Gray Goldenrod	0.15	1.98	0.02	Fall
	Solidago rigida	Stiff Goldenrod	0.30	0.54	0.04	Fall
	Symphotrichum laeve	Smooth Blue Aster	0.25	0.61	0.03	Fall
	Symphotrichum oolentangiense	Sky-blue Aster	0.50	1.76	0.06	Fall
	Tradescantia bracteata	Long-bracted Spiderwort	0.15	0.07	0.02	Spring
	Verbena stricta	Hoary Vervain	0.40	0.49	0.05	Summer
	Zizia aptera	Heart-leaf Golden Alexanders	0.20	0.11	0.02	Spring
			100.00	69.66	12.00	
Seeds/sq ft:			70.00			
Grass Species:			7			
Sedges/Rush Sp:			2			
Forb Species:			27			



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Wet Meadow Mix 2 to 4 ft. in height

	Scientific Name	Common Name	% of Mix	Seeds/ Sq Ft	PLS lbs/ac	Bloom Season
Grasses:	Calamagrostis canadensis	Blue-joint Grass	0.25	1.80	0.02	
	Elymus virginicus	Virginia Wild Rye	8.00	0.86	0.56	
	Glyceria grandis	Reed Manna Grass	3.00	5.40	0.21	
	Glyceria striata	Fowl Manna Grass	0.75	1.74	0.05	
	Leersia oryzoides	Rice Cutgrass	5.00	4.37	0.35	
	Poa palustris	Fowl Bluegrass	4.00	13.37	0.28	
	Spartina pectinata	Prairie Cordgrass	4.00	0.68	0.28	
Sedges/Rushes:	Carex comosa	Bottlebrush Sedge	9.75	7.52	0.68	
	Carex hystericina	Porcupine Sedge	3.00	2.31	0.21	
	Carex retrorsa	Knotsheath Sedge	5.00	1.41	0.35	
	Carex scoparia	Pointed Broom Sedge	5.00	10.80	0.35	
	Carex stipata	Awl-fruited Sedge	5.00	4.37	0.35	
	Carex vulpinoidea	Fox Sedge	6.00	12.50	0.42	
	Scirpus atrovirens	Green Bulrush	1.00	11.83	0.07	
	Scirpus cyperinus	Woolgrass	0.25	10.93	0.02	
Forbs:	Acorus americanus	Sweet Flag	6.50	1.10	0.46	Summer
	Alisma subcordatum	American Water Plantain	2.50	3.86	0.18	Summer
	Amorpha fruticosa	False Indigo	1.50	0.19	0.11	Summer
	Anemone canadensis	Canada Anemone	0.50	0.10	0.04	Spring
	Asclepias incarnata	Swamp Milkweed	7.00	0.86	0.49	Summer
	Chamerion angustifolium	Fireweed	0.15	1.93	0.01	Summer
	Eutrochium maculatum	Joe-pye Weed	0.75	1.83	0.05	Summer
	Eupatorium perfoliatum	Boneset	0.20	0.82	0.01	Fall
	Helenium autumnale	Sneezeweed	0.45	1.50	0.03	Fall
	Iris versicolor	Northern Blueflag Iris	2.00	0.07	0.14	Spring
	Liatris pycnostachya	Prairie Blazing Star	2.00	0.57	0.14	Summer
	Lobelia cardinalis	Cardinal Flower	0.20	2.06	0.01	Summer
	Lobelia siphilitica	Great Blue Lobelia	0.25	3.21	0.02	Summer
	Lythrum alatum	Winged Loosestrife	0.20	4.86	0.01	Summer
	Mimulus ringens	Monkey Flower	0.25	14.78	0.02	Summer
	Physostegia virginiana	Obedient Plant	0.25	0.07	0.02	Summer
	Pycnanthemum virginianum	Mountain Mint	0.20	1.13	0.01	Summer
	Solidago riddellii	Riddell's Goldenrod	1.00	2.39	0.07	Fall
	Sparganium eurycarpum	Giant Burreed	8.00	0.10	0.56	Summer
	Symphyotrichum novae-angliae	New England Aster	1.00	1.70	0.07	Fall
	Thalictrum dasycarpum	Purple Meadow Rue	0.75	0.39	0.05	Summer
	Verbena hastata	Blue Vervain	2.00	4.78	0.14	Summer
	Vernonia fasciculata	Ironweed	2.25	1.39	0.16	Summer
	Veronicastrum virginicum	Culver's Root	0.10	2.06	0.01	Summer
			100.00	141.64	7.00	

Seeds/sq ft: 142.00
 Grass Species: 7
 Sedges/Rushes: 8
 Forb Species: 24



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B.3 Native Landscape Maintenance:

A Native landscape takes time to develop, requiring patience and careful management the first few years. However, if your landscape was planted correctly and you follow these maintenance instructions, your planting will mature into a unique, self-sustaining beautiful landscape.

Year one

Most prairie plants are perennials. Although perennial seeds will germinate the first year, the young seedlings root growth will be two to three times their aboveground growth, and they may not flower until the second or third year. While this lack of visual growth can be frustrating, keep in mind that it is the strong root system of prairie perennials, which enables them to be nearly maintenance free at maturity.

During this early stage of growth, weeds will take advantage of the lack of aboveground vegetation and appear on your site. To minimize the effects of tall weeds shading your prairie seedlings and to prevent these weeds from setting seed, you should plan to cut your planting two, three or even four times during its first growing season. This is generally done on 30-day intervals using a flail mower at a height of about 5 inches. Hand weeding is also useful during the first growing season, especially to remove individual noxious weeds.

At no time should fertilizers be used on your prairie landscape. Your prairie plants are well adapted to their environment and do not need fertilization. This expensive, time consuming and often environmentally unfriendly procedure is not only unnecessary on a natural landscape but, because it can encourage weeds and other undesirable vegetation, is detrimental.

Year two

During the second season, residual seeds from the first season will germinate and some of the faster-growing native plants will flower and produce seed. There might still, however, be a need for weed control and one or two mowing's might be necessary sometime between mid-Jun and mid-august. The height and density of the weed cover should help you determine if and when to mow. In areas where weeds are especially dominate, the advantages of cutting the weeds and preventing them from setting seed offset any disadvantages of cutting your prairie plants. Spot spraying might still be necessary this year.

Year Three

By the third year (and in the years to follow) your patience will really begin to pay off. Both grasses and flowers will be mature, providing beautiful, low-maintenance returns. On cutting per year can be used as a clean-up procedure. The best time to cut off old prairie vegetation is in late November or in early May. In areas where your prairie plants were especially tall and dense, mulch or rake away the dead plant material.

Fire is another method of removing old prairie thatch. In natural prairie ecosystems, fire not only gets rid of accumulated thatch, it helps reduce woody plant invasion and stimulates the growth of many native grasses and wildflowers. A controlled burn is a useful maintenance tool but requires expertise.



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B.4 Management & Maintenance techniques to be utilized:

Integrated Pest Management (IPM) Control Methods

Unwanted Plant Groups:

Control Methods:

Annuals

Hand weeding (care must be taken not to disturb soil)
Chopping (if cut below soil surface, should not reflower)
Spot mowing (best if used prior to or at flowering stage)
Complete site mowing (best method if 70% or more of the site needs treatment)

Biennials

Hand weeding
Chopping
Spot mowing
Complete site mowing
Spot spraying (only if mechanical means are not possible)

Perennials

Hand weeding
Spot spraying (use selective herbicides, spray only targeted species)
Overspraying (entire site or large colonies; timing crucial)
Spot or complete site mowing (will reduce current season seed dispersal only, use as last resort)

Unwanted woody plants

Mechanical pulling (if complete root system is intact)
Basal pruning (requires herbicide application)
Girdling (continuous cut around trunk through cambium layer)
Foliar spraying (herbicide application directly to the crown of the unwanted plant)

* The timing of and the control method used will vary with how fast the plants mature in a given season and what life stage they are in. Prairie Restorations, Inc. conducts land management in the most efficient and cost-effective manner possible.



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B.5 2023-2028 Restoration/Management Plan:

The main objectives of management include the following:

1. Manage exotic and invasive plant species among the native plant communities to reduce competition of weeds and to allow the native plants to flourish.
2. Utilize Integrated Pest Management (IPM) practices on all actively managed sites to encourage diversity in the native plant communities.
3. Utilize controlled burning to encourage native or indigenous herbaceous growth, while reducing competition from volunteer woody plants.

Potential Schedule of Restored Prairie Management Activities

<u>Month</u>	<u>Management Procedure</u>
Fall 2022	Site preparation done by West Fargo Parks
Early Spring 2023	Finish site preparation done by West Fargo Parks
Late Spring 2023	Seeding of identified areas
June-July 2023	monitor, complete mowing
August 2023	monitor, complete mowing
October 2023	monitor, complete mowing
May 2024	monitor
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August 2024	monitor, mow annual & biennial weeds, spot spray perennial weeds
October 2024	monitor, mow annual & biennial weeds, spot spray perennial weeds
Growing Seasons 3-5	Conduct a prescribed burn, monitor, mow annual & biennial weeds, spot spray perennial weeds

Note: This recommendation is to be used as a guideline only. The species targeted and their growth characteristics will dictate actual timing of events. All efforts will be made to conduct work in the most ecologically sound and cost-efficient manner.



To: West Fargo City Commission

From: Malachi Petersen, Planner

Date: August 31, 2022

Subject: Lights Parking Ramp Art

Action: Approve or deny proposed public art project

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Sanitation

Commissioner

Roben Anderson

Primary Portfolio:

Planning, Zoning and Engineering

Secondary Portfolio:

Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

City Administrator

Tina Fisk

Summary:

West Fargo Events has requested to decorate the south side of the city-owned parking ramp located at The Lights with an evolving piece of artwork that would document the major bands and performers that play at the venue. This artwork would be placed behind the Midco Stage at Essentia Health Plaza at The Lights by the storage area and be visible to event attendees. The concept is based on the popular First Ave wall of stars in Minneapolis.

Policy Analysis:

The community space at the plaza and parking ramp are owned by the City of West Fargo with programming and maintenance of the plaza contracted to West Fargo Events, a 501(c)(3) nonprofit organization. The proposed project could be considered to be in line with the City's "Vibrant" guiding principle as outlined in West Fargo 2.0, the City's comprehensive plan. This guiding principle states "we envision West Fargo to be vibrant with dynamic economic, educational, and cultural opportunities that support our citizens by growing our local economy, encouraging local businesses, and improving the arts."

Financial Analysis:

West Fargo Events plans to fund the design and installation of each light bulb / piece of art. There would be no cost to the City of West Fargo.

Public Art Advisory Committee Recommendation:

At their August 17, 2022 meeting the West Fargo Public Art Advisory Committee recommended approval of the request to place art on The Lights city-owned public parking ramp in the area specified in the request.

Malachi D. Petersen

From: mike@westfargoevents.com
Sent: Friday, July 8, 2022 4:08 PM
To: Malachi D. Petersen
Subject: Lights Parking Ramp Art idea
Attachments: lightbulbs example.jpg; first ave mn.jpg; IMG_9350.jpg

Malachi,
Thanks for the meeting the other day.

Attached is a picture of First Ave in Minneapolis that we think could serve as an inspiration for an idea we have at The Lights. We would like to decorate the south side of the parking ramp with an evolving piece of artwork that would document the major bands and performers that play at the City of WF's venue. Picture of the parking ramp south wall attached as well. We would only be interested at this point in decorating the bottom level from the door on the east behind the stage area to start with moving west over time.

Our idea was to take the First Ave concept of the stars and do it with Lightbulbs filling in the names and year that the artist played at the Lights. We would have access to a resident artist to make the bulb outlines for us and we would stamp in the names as they play our venue. Please see sketch of the idea attached for the bulbs.

To date the list of artists we would add would be:

Jimmie Allen, Sawyer Brown, Old Crow Medicine Show, Dwight Yoakam, BlackHawk, Joan Jett, Sara Evans, Kip Moore, Justin Moore

Upcoming 2022 includes: Big & Rich, Nitty Gritty Dirt Band, & Diamond Rio

What we are looking for at this time from the Art Committee and City of WF is approval to take on the project and develop it over time. We would not be asking for any funding.

Thanks,

Mike Amundson
Executive Director
West Fargo Events
701-715-5749

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

- taco - w - tunes
with all artists

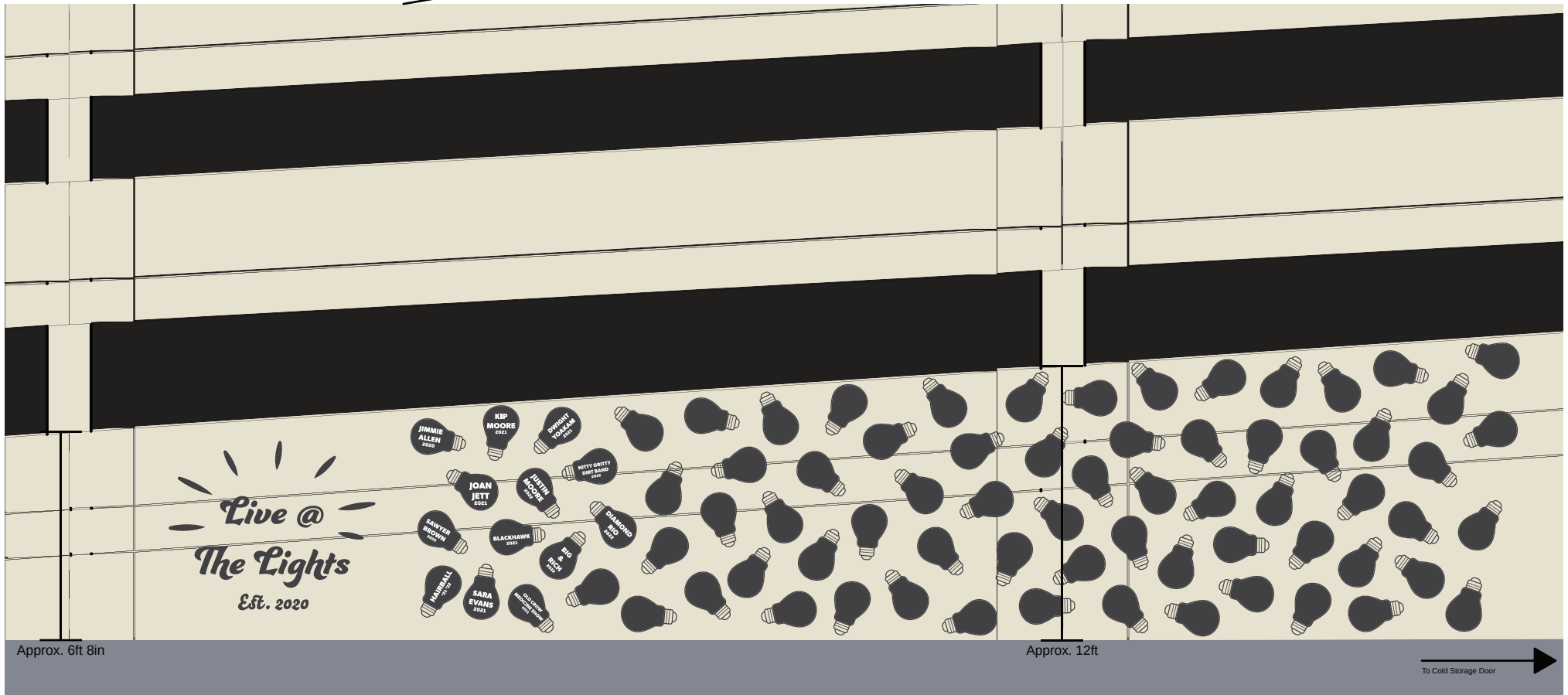
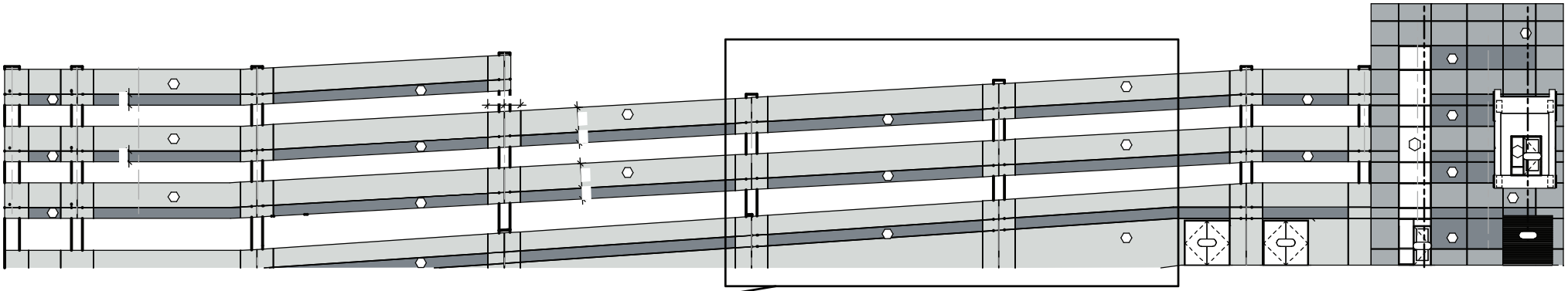
got rid of ~~EP~~ EP
~~THIS~~ location

(E) spray logo ~~but~~ bigger

- lights music artist wall
white

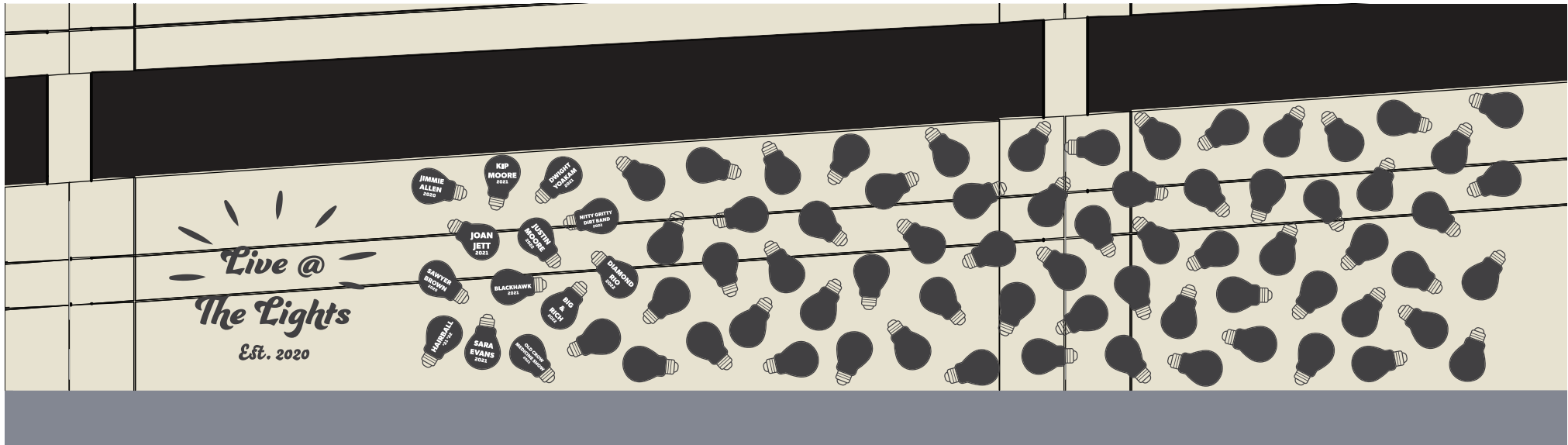




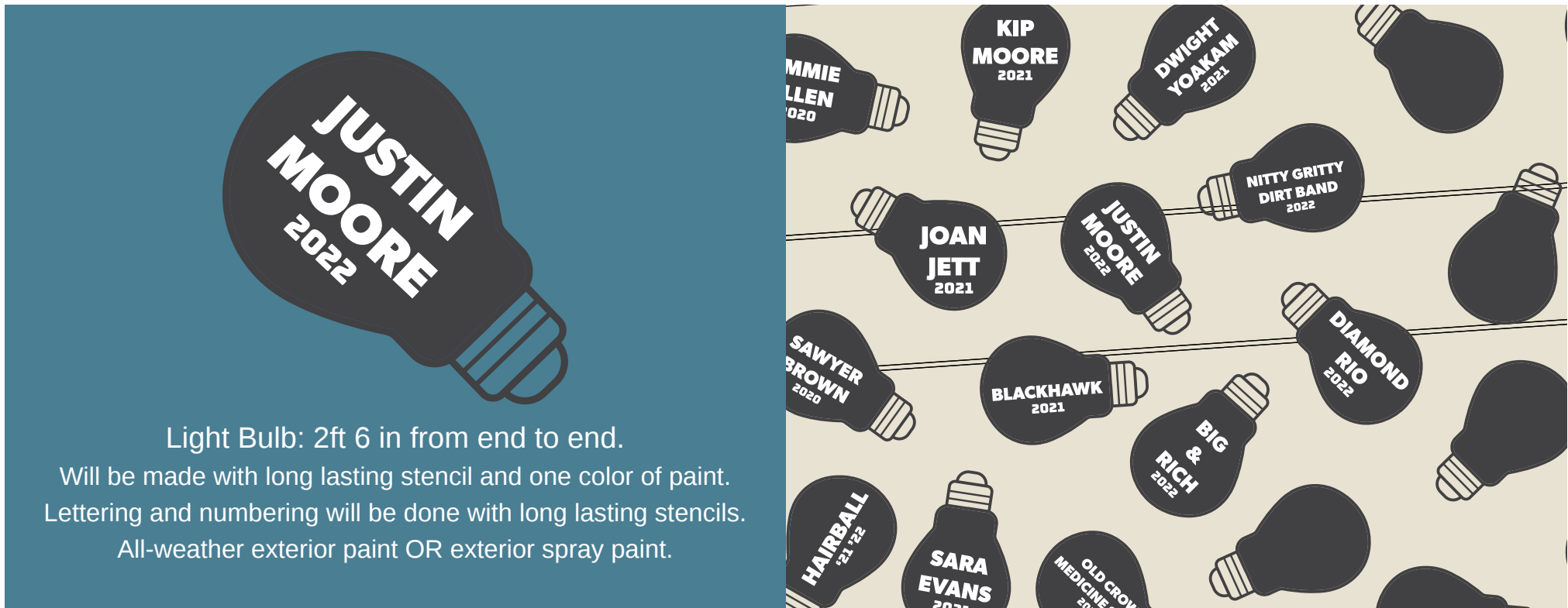


Approx. 45ft

Mock 1



Light bulb Color: Black Fill and Outline, White Lettering
 Live @ The Lights Logo : Black Fill







To: West Fargo City Commission

From: Denis Otterness, Chief of Police

Date: September 6, 2022

Subject: Parking Enforcement and Related Ordinances

Action: Adoption of Proposed Ordinance Changes and Approval of Police Department Parking Enforcement Proposal

Commission President

Bernie Dardis

Primary Portfolio:
Administration/Finance

Secondary Portfolio:
Street, Water and Sewer

Commission Vice President

Brad Olson

Primary Portfolio:
Street, Water and Sewer

Secondary Portfolio:
Sanitation

Commissioner

Eric Gjerdevig

Primary Portfolio:
Planning, Zoning and Engineering

Secondary Portfolio:
Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:
Police and Fire

Secondary Portfolio:
Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:
Sanitation

Secondary Portfolio:
Police and Fire

Administration

Tina Fisk, Administrator

Tim Solberg, Assistant Administrator

Summary and Recommendation:

The Police Department has been researching ways to improve the overall efficiency, policies and practices of our parking enforcement program since implementing changes to our Community Services Officer (CSO) program. With the CSO program changes, along with the City's maintenance zones, there has been more consistent and increased enforcement of parking regulations city-wide.

Currently, CSO's are still handwriting citations in the field which requires support staff to re-enter the citation into our Records Management System, causing errors and wasting of staff time with unnecessary duplication of work. In addition, there is currently nothing in place to address those that chose not to pay parking citations, other than a warning letter and rare, potential impound.

I am proposing, after research through our Command Staff and the Finance Department, that we employ an outside vendor (Passport) that will assist us in collections for non-payment and modernize our process with electronic citation entry and printing. This will eliminate the redundancies and allow us to capture a significant amount of revenue for non-payment of fines, in addition to providing on-scene evidence of the specific violation.

In the past we used to issue arrest warrants for non-payment of parking fines but that was discontinued years ago. I don't recommend resurrecting those practices for parking violations.

Financial Analysis:

Year-to-date the police department has issued 1419 parking citations. These citations are not only hand-written by our CSO's but re-entered into our Records Management System by support staff. The redundant entering of the 1419 parking citations by support staff has resulted in unintended errors, approximately 118 work hours to date (5 minutes per citation), totaling \$2360.00 (\$20/hr/avg). This total does not include support staff time spent creating and sending

letters regarding unpaid tickets; manually locating vehicles with multiple tickets and sending letters making them eligible for impound; searching for paper citations and taking payments over the phone and by mail; issuing handwritten paper receipts; entering of payment information into the Records Management System and filing paid tickets.

Passport has initially proposed a five-year contract for their services. Passport has agreed to waive our subscription fee for the remainder of 2022 and all of 2023, making the first payment due within the first two months of 2024.

Passport's annual subscription cost is \$23,300 that includes the backend software, customizable reports, mobile and on-line convenient payment and appeal options, automated non-compliance letters and the ability to enter citations into the system issued prior to contracting with Passport.

Process/Timeline:

If the Commission agrees to move forward with the proposed ordinance changes, I will work with Passport to secure a final contract for their services, which will be presented to the Commission for approval after review by City Attorney John Shockley.

Process	Action
First Reading	
Second Reading	
Approval	

ORDINANCE NO. 1214

AN ORDINANCE TO REPEAL SECTION 13-1626 AND SECTION 13-2109, TO AMEND AND REENACT SECTION 13-2106, AND TO CREATE AND ENACT SECTION 13-3112 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO RELATING TO PARKING CITATIONS.

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

SECTION 1. Section 13-1626 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby repealed in its entirety and reserved for future use:

13-1626. **RESERVED FOR FUTURE USE.** ~~DELINQUENT TICKETS — IMPOUNDMENT OF VEHICLE. Any vehicle found unoccupied on any public way, public property or property to which the general public has a right of access, and against the registered owner of which vehicle there are three (3) or more unsettled traffic violation notices, warrants for such violations, or parking tickets, is subject to the following procedure:~~

- ~~1. Notice of Pending Impoundment. The West Fargo Chief of Police, or his designated agent, shall mail written notice to the last known address of the registered owner of the vehicle (as determined by the address on file with the Registrar of Motor Vehicles of the State of North Dakota, or other similarly situated person for vehicles licensed in a state other than North Dakota) of the fact that there are three (3) or more unsettled traffic violation notices, warrants for such violations, or parking tickets outstanding, and of the pending impoundment of the vehicle. Additionally, this written notice must include a description of the right of the registered owner to request a hearing on the propriety of the impoundment, as set forth in subsection 3 below. Notice is hereby deemed effective and complete by being placed in the mail.~~
- ~~2. Impoundment. After five (5) days from mailing the notice of pending impoundment, and unless the owner of the vehicle has complied with subsection 3(A) herein, the vehicle may be towed and impounded. Unless the Clerk of Court, or if the Clerk is unavailable the City Auditor, determines the impoundment to be unwarranted, as provided in subsection 3(B) herein, all impoundment and storage fees and costs shall be paid prior to the release of the vehicle. Within twenty-four (24) hours after the vehicle is impounded, the Chief of Police, or a person designated by the Chief of Police, shall mail written notice to the last known address of the registered owner of the vehicle (as determined by the address on file with the Registrar~~

~~of Motor Vehicles of the State of North Dakota, or other similarly situated person for vehicles licensed in a state other than North Dakota) of the fact that the vehicle has been impounded, the reasons why the vehicle has been impounded, the method for releasing the vehicle, and where and when the person may obtain a hearing to contest the propriety of the impoundment of the vehicle. Notice is hereby deemed effective and complete by being placed in the mail.~~

~~3. Hearing to Determine Propriety of Impoundment.~~

~~a. Prior to Impoundment. Any person receiving a notice pursuant to subsection 1 of this section may request a hearing on the propriety of the pending impoundment of his vehicle within five (5) days from the date of the mailing of the notice. The scope of such a hearing shall be limited to whether or not the owner of the vehicle has the minimum number of unsettled traffic violation notices, warrants for such violations, or parking tickets as set forth herein. The hearing shall not be determinative of, nor adjudicate, any citations issued to the vehicle or its owner. The hearing shall be conducted by the Clerk of the Municipal Court of West Fargo, North Dakota, or if the Clerk is unavailable, by the City Auditor for the City of West Fargo, North Dakota.~~

~~b. Subsequent to Impoundment. Any person whose vehicle has been impounded may request a hearing on the propriety of the impoundment of the vehicle. The hearing shall not be determinative of, nor adjudicate, any citations issued to the vehicle or its owner. The hearing must be requested within fifteen (15) days after the vehicle is impounded. The hearing shall be conducted by the Clerk of Municipal Court of West Fargo, North Dakota, or if the Clerk is unavailable, by the City Auditor for the City of West Fargo, North Dakota.~~

~~4. Release of Impounded Vehicle. A vehicle impounded pursuant to this section shall be released to the registered owner, or any other authorized person, only upon the occurrence of one of the following circumstances:~~

~~a. The Clerk of Municipal Court of West Fargo, North Dakota, or, if the Clerk is unavailable, the City Auditor of the City of West Fargo, North Dakota, determines, in a hearing pursuant to subsection 3 above, that the impoundment is not warranted; or~~

- ~~b. The registered owner of the vehicle, or other authorized person, pays all outstanding fines, fees, penalties, costs and surcharges for all outstanding or otherwise unsettled traffic violations and parking tickets, and either pays or posts bond pending a hearing as described in subsection 3 above, all fees and costs relating to the impoundment of the vehicle, as set forth in the schedule contained below; or~~
- ~~c. The registered owner of the vehicle, or other authorized person, posts bond or deposits collateral to ensure appearance in Municipal Court to answer for each violation, and either pays or posts bond pending a hearing as described in subsection 3 above, all fees and costs relating to the impoundment of the vehicle as set forth in the schedule contained below.~~
- ~~5. Schedule of Fees. The following fees shall be applicable for purposes of this section:~~
- ~~a. Impoundment Fees. The fee for the impoundment of a vehicle shall be an additional Twenty-five and no/100 Dollars (\$25.00).~~
- ~~b. The owner, or any other authorized person of a vehicle shall be responsible for all costs of towing and/or storage of a vehicle.~~

SECTION 2. Section 13-2106 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

13-2106. TAGGING MOTOR VEHICLES PARKING CITATIONS. Any officer or representative of the police department who finds any motor vehicle located within the City in a place or in a condition which is at the time in violation of this title, may affix a tag parking citation to any prominent portion of such motor vehicle. The parking citation shall give giving notice in writing requiring the owner or person in possession thereof of the motor vehicle to pay a parking fine appear before the municipal judge at a time as provided in Section 13-2101 of this chapter. This shall constitute legal and sufficient notice requiring the owner or person in possession of said motor vehicle to appear before the municipal judge at the time or within the time specified on said tag. In the event the owner or person in possession of said motor vehicle shall fail to respond to said notice to appear before the municipal judge, at the time or within the time specified on such tag, and he may be arrested at any subsequent time and prosecuted for violation of this section.

1. Contesting the Citation: All persons receiving a parking citation have a right to appeal within ten (10) days of receiving the parking citation by completing the Online Appeal Form within ten (10) days of receiving the parking citation. The administrative review involves no court appearance. The review shall be conducted by the Chief of Police or his/her designee within ten (10) days of the request.
2. Review of Parking Citation: After said review of the parking citation, if the parking citation is not voided, the owner or person in possession of the motor vehicle will have five (5) days from the date of notification to request a hearing in West Fargo Municipal Court or pay the citation without penalties. Failure to pay the fine amount or request a hearing will result in an increase of the fine amount.
 - a. In the event the owner or person in possession of the motor vehicle requests a hearing in West Fargo Municipal Court, s/he may do so by posting bond with the Clerk of Municipal Court in the amount equal to the dollar amount of the parking citation.
 - b. A copy of the parking citation review form, completed at the time a written request is made to the Police Department, must be submitted to West Fargo Municipal Court at the time a hearing is requested.
 - c. The Clerk of West Fargo Municipal Court shall provide notice of the time and place of the hearing.
 - d. If after the hearing, the West Fargo Municipal Court makes a determination of "not guilty", any sums paid to West Fargo Municipal Court will be returned to the person who posted the bond.
 - e. Sentencing upon a determination of guilt will be in accordance with the fine schedule.
3. The parking citation which is issued pursuant to this section will include a notice that the motor vehicle being cited is subject to a Wheel Immobilization Device (WID), impound, and additional penalties if the owner or person in possession of the motor vehicle neither requests a review, nor pays the fine within the time allotted or after the review, if the parking citation is determined to be valid.

4. The procedure set forth in this section is not exclusive, but is in addition to any other remedies or procedures provided by law.

SECTION 3. Section 13-2109 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby repealed in its entirety and reserved for future use:

13-2109. **RESERVED FOR FUTURE USE.** ~~FAILURE TO COMPLY WITH TRAFFIC CITATION ATTACHED TO PARKED VEHICLE. If a violator on the restrictions of stopping, standing or parking under the traffic laws or ordinances does not appear in response to a traffic citation affixed to such motor vehicle within a period of five days, the police department shall send to the owner of the motor vehicle to which the traffic citation was fixed, a letter informing him of the violation and warning him in the event such letter is disregarded for a period of five days, a warrant of arrest will be issued.~~

SECTION 4. Section 13-2112 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby created and enacted to read as follows:

13-2112. DELINQUENT PARKING CITATIONS. Parking citations must be paid within 10 days. Citations not paid within ten (10) days are subject to the following procedure:

1. Late Payment Penalty: There is a \$5 additional fine for citations paid after ten (10) days of the citation issue date. If paid later than 30 days after the citation issue date, an additional \$45 late payment penalty will be applied.
2. Vehicle subject to a WID or impound:
 - a. Multiple Delinquent Parking Citations: Vehicles with two (2) delinquent citations past 30 days of the issue date are subject to a tire boot (WID) or impound and the additional fees and fines.
 - b. The Community Resource Officer(s), or other designee(s), will determine which vehicle(s) have multiple delinquent citations past 30 days and attempt to locate the vehicle(s) to apply a WID or impound the vehicle(s).

3. Release of Vehicle WID or Impounded Vehicle: A vehicle booted pursuant to this section shall be released to the registered owner upon the occurrence of the following:
 - a. All parking citations associated with the vehicle, any additional fines and fees, and any late payment penalty must be paid in full prior to release.
 - b. A boot release fee of \$100 is required to be paid prior to release of a WID.
 - c. An impoundment fee of \$25 is required to be paid to the City of West Fargo prior to release of an impounded vehicle. This fee is separate from any towing or storage fee that may be charged.
 - d. Any towing and/or impound fees must be paid prior to release of an impounded vehicle.
 - e. A vehicle can only be released to the registered owner. If the vehicle is not registered, current registration or proof of pending registration is required before the vehicle will be released.
4. Schedule of Fees: the following fees shall be applicable for the purposes of this section:
 - a. Boot Fees: the fee for the WID removal from a vehicle is \$100.
 - b. Impoundment Fee: the fee for the impoundment of a vehicle is \$25 to the City of West Fargo. This fee is separate from any towing or storage fee that may be charged.
 - c. Late payment fine of \$5 if paid past 10 days of citation date.
 - d. Late payment penalty: additional \$45 after 30 days of citation date.
 - e. Towing and/or storage fees as applicable.

SECTION 5. 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:



"Consent" or "Regular" Agenda Item?

[Regular]

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission

Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Sanitation

Commissioner

Roben Anderson

Primary Portfolio:

Planning, Zoning and Engineering

Secondary Portfolio:

Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

City Administrator

Tina Fisk

Assistant City Administrator

Dustin T. Scott

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: September 6, 2022

Subject: District No. 1339 – Stockyards 1st Addition

Action: Accept Bid and Award Contract

New Information and Recommendation:

As discussed at the August 1, 2022 Commission Meeting, bids were opened for the construction of this project and one bid was received from KPH in the amount of \$431,349.00 that was over 40% higher than the original Engineer's Estimate. Per the City Attorney's recommendation, a revised Engineer's Report was presented and approved which adjusted the estimate of the project to reflect the bid received.

Additionally, per the recommendation of the City Attorney, we have required that the Developer whose land comprises 100% of the Improvement District write the city stating that they are aware of the increased cost and recommend that the city move forward with the improvements.

The following documents are attached for review/consideration:

- Bid Results and Analysis Packet
- Letters from Developer (Required by City Attorney)
- Resolution Accepting Bid

Staff Recommendation: Accept bid and Award Contract to KPH

Previously Presented Information and Commission Actions:

July 15, 2022 –

- **Staff Recommendation:** Approve Amended Engineer's Report and Resolution approving Amended Engineer's Report.
- **Commission Action:** Commissioner moved Olson and Commissioner Anderson seconded to approve. Commissioner George opposed, motion carried on a 4 to 1 vote.

July 18, 2022 –

- **Staff Recommendation:** Approve Plans and Specs and authorize advertisement for bids
- **Commission Action:** Commissioner Olson moved and Commissioner Anderson seconded to approve. No opposition, motion carried.

March 21, 2022-

- **Staff Recommendation:** Approve the Amended Engineer's Report, approve Task Order 49-2, and authorize the Engineer to prepare Plans and Specifications.
- **Commission Action:** Commissioner Olson moved and Commissioner Simmons seconded to approve. Commissioners George and Dardis opposed, Majority having voted aye motion carried.

September 7, 2021-

- **Staff Recommendation:** Approve Task Order No. 49-1 in the amount of \$267,630 for Improvement District No. 1339
- **Commission Action:** Commissioner Gjerdevig moved and Commissioner Simmons seconded to approve. No opposition, motion carried.

August 16, 2021 -

- **Staff Recommendation:** Create Improvement District No. 1339; Direct Engineer to prepare report; Approve Engineer's Report (\$2,900,000); Approve Task Order No. 49 (\$60,500); AND Direct Engineer to prepare Plans and Specifications.
- **Commission Action:** Commissioner Simmons moved and Commissioner Olson seconded to approve. Commissioner George was absent and not voting. No opposition, motion carried.

	June 21, 2021- · <u>Staff Recommendation:</u> Create Improvement District No. 1339; Direct Engineer to prepare report; Approve Engineer's Report; Approve Task Order No. 49, AND Direct Engineer to prepare Plans and Specifications. · <u>Commission Action:</u> Commissioner Olson moved, No second. Motion failed due to lack of a second. Commissioner Gjerdevig was absent and not voting. May 17, 2021- · <u>Staff Recommendation:</u> Accept "Petition for Improvements" and authorize preliminary engineering · <u>Commission Action:</u> Commissioner Simmons moved and Commissioner Olson seconded to approve. No opposition, motion carried.
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925 10th Avenue East
Suite 1
West Fargo, ND 58078
P: 701.282.4692
F: 701.282.4530



August 17, 2022

Mr. Daniel R. Hanson, PE
City Engineer
City of West Fargo
800 4th Avenue East
West Fargo ND 58078

Re: Improvement District No. 1339
New Water Supply, Sewerage, and Incidentals
Stockyards 1st Addition
West Fargo, ND

Dear Mr. Hanson:

Bids were opened online during a virtual meeting for the above referenced project on August 11, 2022 at 1:30 p.m. One bid was received, and the bid tabulation is enclosed for your review. KPH, Inc. is the sole bidder with a bid amount of \$431,349.00. The Amended Engineer's Opinion of Probable Cost with the Engineer's Report was \$475,000.00 which included approximately 10% contingencies.

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

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

Please review the enclosed information and provide comment, if any, at your earliest convenience. To meet the project's proposed schedule, the Contract is anticipated to be awarded by the West Fargo City Commission on September 6, 2022. If the Contract is awarded by the Commission, please sign, date, and return the enclosed Notice of Award so we can begin working on the Contracts.

Sincerely,

Matthew Welle, PE
Senior Project Manager

Enclosures:

- Affidavit of Publication
- Bid Tabulations
- Notice of Award
- Engineer's Statement of Cost
- Special Assessment documents based on the Engineer's Statement of Cost:
 - Benefit Methodology
 - Benefit Methodology Map
 - Preliminary Funding Summary
 - Assessment Allocations by Parcels

AFFIDAVIT OF PUBLICATION

STATE OF NORTH DAKOTA

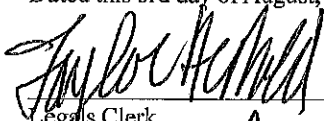
ss.

COUNTY OF CASS

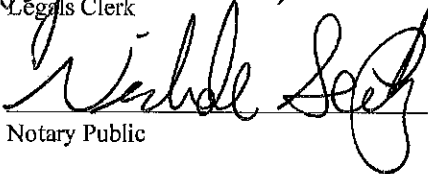
Taylor Herhold, The Forum of Fargo-Moorhead, being duly sworn, states as follows:

1. I am the designated agent of The Forum of Fargo-Moorhead, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspaper listed on the attached exhibit.
2. The newspaper listed on the exhibit published the advertisement of: *Legal Notice*; (2) time: *Wednesday July 27, 2022, Wednesday August 3, 2022*, as required by law or ordinance.
3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

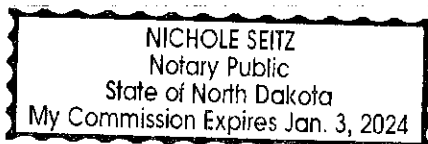
Dated this 3rd day of August, 2022



Legals Clerk



Notary Public



**CITY OF WEST FARGO,
NORTH DAKOTA
IMPROVEMENT DISTRICT NO.
1339**

**STOCKYARDS 1ST 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 QuestCDN until August 11th, 2022 at 1:00 p.m. local time. Bids will be viewed and read via video/phone conference at 1:30 p.m. Mailed or hand delivered bids will not be opened or considered. Link for the video/phone conference is provided at www.mooreengineeringinc.com by clicking the Bid Information tab, or at www.questcdn.com.

The Project consists of constructing sanitary sewer mains, water mains, 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.questcdn.com. You may download the complete set of digital documents for a nonrefundable fee of \$40.00 by locating eBidDoc™ Number 8254445 on the website. Contact QuestCDN Customer Support at 952-233-1632 or info@questcdn.com for assistance in membership registration, downloading digital project information, and vBid online bid submittal questions.

Each bid must be accompanied by a bidder's bond in a sum equal to 5% of the full amount of the bid executed by the bidder as principal and by a surety, conditioned that if the principal's bid is accepted and a contract is awarded to the principal, the principal, within ten (10) days after the notice of the award, shall execute a contract in accordance with the terms of the bid and the bid bond, 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: Tina Fisk
Title: City Administrator
Date: July 18, 2022
(July 27; Aug. 3, 2022) 84591

**BID TABULATION****Improvement District No. 1339****Stockyards 1st Addition****West Fargo ND****Project No. 21797****Bid Date: August 11, 2022**

KPH, Inc.

9530 39th St S

Fargo, ND 58104

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
General Items						
1.	12000	Mobilization	LSUM	1	\$30,000.00	\$30,000.00
2.	15000	Traffic Control	LSUM	1	\$2,000.00	\$2,000.00
3.	24200	Abandon Pipe	LF	58	\$135.00	\$7,830.00
4.	24200	Removal of Concrete	SY	282	\$20.00	\$5,640.00
5.	24200	Removal of Gravel	SY	456	\$10.00	\$4,560.00
6.	24200	Removal of Gate Valve	EA	1	\$1,000.00	\$1,000.00
7.	24200	Removal of Hydrant	EA	1	\$1,000.00	\$1,000.00
8.	24200	Removal of Sanitary Sewer	LF	142	\$75.00	\$10,650.00
9.	24200	Removal of Sanitary Sewer Cleanout	EA	1	\$4,000.00	\$4,000.00
10.	24200	Removal of Water Main	LF	87	\$43.00	\$3,741.00
11.	312500	Fiber Roll	LF	520	\$4.00	\$2,080.00
12.	312500	Inlet Protection	EA	2	\$165.00	\$330.00
13.	312500	Silt Fence	LF	410	\$4.00	\$1,640.00
14.	312500	Stabilized Construction Entrance	EA	2	\$1,500.00	\$3,000.00
15.	312500	Storm Water Management	LSUM	1	\$65,000.00	\$65,000.00
16.	312316	Topsoil	CY	670	\$20.00	\$13,400.00
17.	330507.13	Directional Drill - 10" - C900	LF	120	\$225.00	\$27,000.00
18.	330507.13	Directional Drill - 8" - SDR 26	LF	40	\$880.00	\$35,200.00
19.	330561	Sanitary Sewer - Connect to Existing Manhole	EA	1	\$11,000.00	\$11,000.00
20.	330561	Sanitary Sewer Manhole	EA	3	\$40,000.00	\$120,000.00
21.	333111	Sanitary Sewer - 8" - SDR 26	LF	254	\$135.00	\$34,290.00
22.	331413	Tapping Sleeve & Valve - 10" x 10"	EA	1	\$12,000.00	\$12,000.00
23.	331413	Tapping Sleeve & Valve - 12" x 10"	EA	1	\$12,500.00	\$12,500.00
24.	331413	Water Main - 10" - C900	LF	65	\$130.00	\$8,450.00
25.	321123	Aggregate Surface Course - CL13	Ton	186	\$40.50	\$7,533.00
26.	321123	Type S1 Geotextile	SY	301	\$5.00	\$1,505.00
27.	32919	Turf Establishment	LSUM	1	\$6,000.00	\$6,000.00

**TOTAL****\$431,349.00**

NOTICE OF AWARD

Date of Issuance: September 6, 2022

Owner: City of West Fargo

Owner's Contract No.: 1339

Engineer: Moore Engineering, Inc.

Engineer's Project No.: 21797

Project: Stockyards 1st Addition

Contract Name: Improvement District No. 1339

Bidder: KPH, Inc.

Bidder's Address: 9530 39th St S; Fargo, ND 58104

TO BIDDER:

You are notified that Owner has accepted your Bid dated August 11, 2022 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: New Water Supply, Sewerage, and Incidentals.

The Contract Price of the awarded Contract is: \$431,349.00

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

☒ 3 sets of the Drawings will be delivered separately from the other Contract Documents.

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

1. Deliver to Owner 2 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner: City of West Fargo

Authorized Signature

By: Bernie L. Dardis

Title: President of the Board of City Commissioners

Copy: Engineer



ENGINEERING DEPARTMENT

800 4 Ave E, Suite 1
West Fargo, ND 58078
701.515.5100
www.westfargond.gov

September 6, 2022

Board of City Commissioners
City of West Fargo
800 4th Avenue East
West Fargo, ND

Re: Improvement District No. 1339
Stockyards 1st Addition

WHEREAS, bids were opened and filed for Improvement District No. 1339 for the City of West Fargo, North Dakota; and

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

NOW THEREFORE, I, Daniel R. Hanson, do hereby certify as follows:

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

That the following (and/or attached hereto) is a detailed statement of the estimated cost for work described as Improvement District No. 1339 of the City of West Fargo, North Dakota.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 24 day of August, 2022.

DANIEL R. HANSON
ND REG. NO. 4962



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





Improvement District No. 1339
New Water Supply, Sewerage, and Incidentals
Stockyards 1st Addition
West Fargo ND
Project No. 21797

ENGINEER'S STATEMENT OF ESTIMATED COST

BID ITEM NO. & DESCRIPTION			UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
General Items						
1.	12000	Mobilization	LSUM	1	\$30,000.00	\$30,000.00
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26.	321123	Type S1 Geotextile	SY	301	\$5.00	\$1,505.00
27.	32919	Turf Establishment	LSUM	1	\$6,000.00	\$6,000.00
					Construction Subtotal	\$431,349.00
					Contingencies (~10%)	\$43,651.00
					Total Construction	\$475,000.00
					Study & Report	\$30,000.00
					Engineering	\$52,250.00
					Additional Consultanting Services	\$57,250.00
					Permitting	\$65,000.00
					Wetland Mitigation Credits	\$477,750.00
					Legal & Administration	\$23,750.00
					Bond Discount	\$47,000.00
					TOTAL COST	\$1,228,000.00

District No. 1339
Benefit Methodology
(Bid Results)

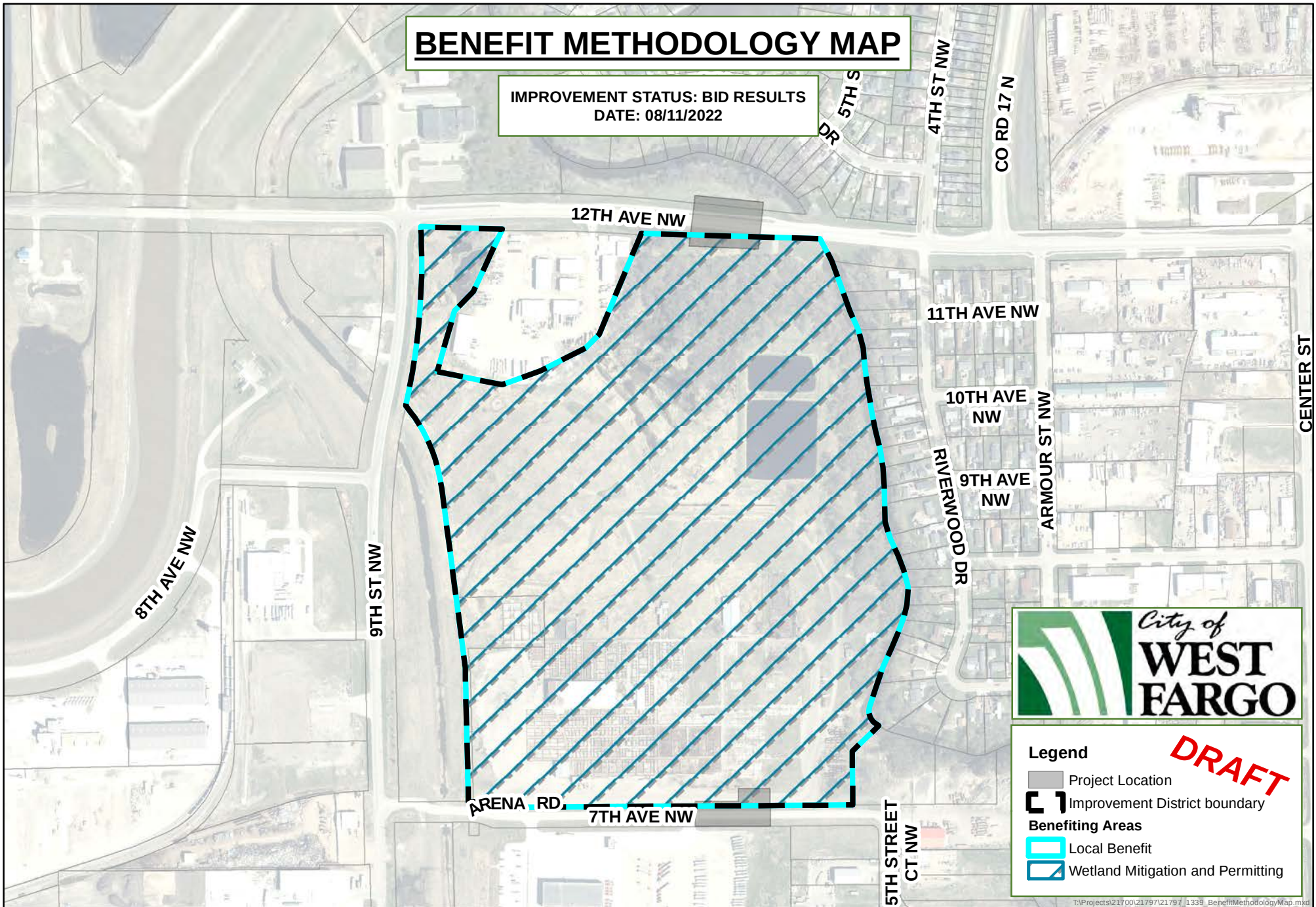
Improvement District No. 1339 – New Water Supply, Sewerage, Street Systems; And Incidentals

Local Benefit: Stockyards 1st Addition Plat Boundary.

- Local Square Footage Basis:
 - Sanitary Sewer
 - Water Main
 - Wetland Mitigation and Permitting
 - Existing and Pending Special Assessments

BENEFIT METHODOLOGY MAP

IMPROVEMENT STATUS: BID RESULTS
DATE: 08/11/2022

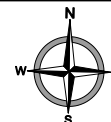


Legend

- Project Location
- Improvement District boundary
- Benefiting Areas**
 - Local Benefit
 - Wetland Mitigation and Permitting

DRAFT

BENEFIT METHODOLOGY MAP
IMPROVEMENT DISTRICT 1339
STOCKYARDS 1ST ADDTION
WEST FARGO, NORTH DAKOTA



0 250 500
Feet
1 in = 500 feet



**IMPROVEMENT DISTRICT NO. 1339
NEW WATER SUPPLY, SEWERAGE, STREET SYSTEMS; AND INCIDENTALS
STOCKYARDS 1ST ADDITION
WEST FARGO, ND**

PRELIMINARY FUNDING SUMMARY

PROJECT COST SUMMARY

Assessed	\$1,228,000.00
Other (e.g. Sales Tax, Cass Rural Water, etc.)	\$0.00
Total Project Cost	\$1,228,000.00

ASSESSED COST SUMMARY

Local Sanitary Sewer	\$634,769.43
Local Water Main	\$187,014.57
Local Storm Sewer	\$0.00
Local Street	\$54,768.33
General Items	\$351,447.67
Existing & Pending Assessments	\$824,945.70
Total Assessment	\$1,228,000.00

SPECIAL ASSESSMENT UNIT COSTS

Local Sanitary Sewer Cost per SF	\$0.18
Local Water Main Cost per SF	\$0.05
Local Storm Sewer Cost per SF	\$0.00
Local Street Cost per SF	\$0.02
Local General Cost per SF	\$0.10

Preliminary Special Assessment Allocations based on Engineer's Statement of Cost 8/25/2022

Improvement District No. 1339										8/25/2022
New Water Supply, Sewerage, Street Systems; and Incidentals										
Stockyards 1st Addition										Moore Proj: 21797
Division	Block	Lot	GIS PIN	Area Factor	Assessable Area (Acres)	Factored Assessable Area (Acres)	Equivalent Units	Existing Assessments		Total Preliminary Assessment
Stockyards 1st Addition	1	1	-	1.00	59.90	59.90	260	\$608,549.85		\$1,514,426.69
Stockyards 1st Addition	1	2	-	1.00	16.30	16.30	71	\$165,598.71		\$412,106.09
Stockyards 1st Addition	1	3	-	1.00	5.00	5.00	22	\$50,797.15		\$126,412.92
					81.20	81.20	353	\$824,945.70		\$2,052,945.70

Funding Summary	
Assessed	\$1,228,000.00
Other (e.g. Sales Tax, Cass Rural Water, etc.)	\$0.00
Total Project Cost	\$1,228,000.00
Based on Assessment Total	
Local Sanitary Sewer	\$634,769.43
Local Water Main	\$187,014.57
Local Storm Sewer	\$0.00
Local Street	\$54,768.33
General Items	\$351,447.67
Existing & Pending Assessments	\$824,945.70
Total Assessment	\$1,228,000.00

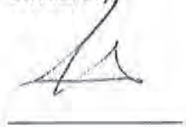
Local Sanitary Sewer Cost per SF	\$0.18
Local Water Main Cost per SF	\$0.05
Local Storm Sewer Cost per SF	\$0.00
Local Street Cost per SF	\$0.02
Local General Cost per SF	\$0.10

To whom it may concern,

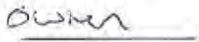
We are the equitable owners/representatives of the proposed Lot 1 Block 1 of Stockyards 1st Addition. We have been in communication with the 3 Card Partners, LLC group and KPH, Inc. and are in concurrence with the recommendation to award the Dist. 1339 – New Water Supply, Sewerage, and Incidentals – Stockyards 1st Addition project as bid on August 11, 2022.

We understand that the bid price of \$431,349.00 was higher than the original Engineer's Opinion of Cost and accept that the additional cost will be assessed appropriately through the established improvement district. We consent to the higher bid and agree to waive any rights related to the action of the City awarding the higher than anticipated bid.

Sincerely,



Representative of GS5, LLC



Title

August 23rd, 2022

To whom it may concern,

We are the equitable owners/representatives of the proposed Lot 2 Block 1 of Stockyards 1st Addition. We have been in communication with the GS5, LLC group and 3 Card Partners, LLC and are in concurrence with the recommendation to award the Dist. 1339 – New Water Supply, Sewerage, and Incidentals – Stockyards 1st Addition project as bid on August 11, 2022.

We understand that the bid price of \$431,349.00 was higher than the original Engineer's Opinion of Cost and accept that the additional cost will be assessed appropriately through the established improvement district. We consent to the higher bid and agree to waive any rights related to the action of the City awarding the higher than anticipated bid.

Sincerely,



Eric Merhiy
President
Representative of KPH, Inc.



Austin Stockert
3 Card Partners, LLC
651 5th Street CT NW
West Fargo, ND 58078

(701) 566-3954
3cardpartnersllc@gmail.com

8/24/2022

City of West Fargo
Dan Hanson – City Engineer
800 Fourth Ave. E., Suite 1, West Fargo, ND 58078

RE: Dist. 1339 – New Water Supply, Sewer, and Incidentals
Stockyards 1st Addition

To whom it may concern,

We are the equitable owners/representatives of the proposed Lot 3 Block 1 of the Stockyards 1st Addition. We have been in communication with the GS5, LLC group and KPH, Inc. 3 Card Partners, LLC is in concurrence with the recommendation to award the Dist. 1339 – New Water Supply, Sewer, and Incidentals – Stockyards 1st Addition project as bid on August 11, 2022.

We understand that the bid price of \$431,349.00 was higher than the original Engineer's Opinion of Cost. We accept that the additional cost will be assessed appropriately through the established improvement district. 3 Card Partners, LLC consents to the higher bid and agrees to waive any rights related to the action of the City awarding the higher than anticipated bid.

Sincerely,



Austin Stockert
Managing Partner
3 Card Partners, LLC

Commissioner _____ introduced the following resolution and moved its adoption:

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

WHEREAS, bids have heretofore been received for the making of certain improvements in Improvement District No. 1339 - New Wayer Supply, Sewerage, Street Systems; and Incidentals of the City of West Fargo, North Dakota; and

WHEREAS, said bids were opened and made public and are on file in the office of the City Auditor of the City of West Fargo; and

WHEREAS, the Engineer for the City of West Fargo has made and filed a careful and detailed statement of the estimated cost of said work; and

WHEREAS, it is necessary to accept the bid for the work to be completed;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

That the fact is and that the minutes show that the bid of KPH, in the amount of \$431,349.00, is the lowest bid received and that said company is the lowest responsible bidder; that said bid was accompanied by a bidder's bond in the sum of \$500.00, a certified or cashier's check in the amount of \$50.00 and copy of the contractor's license or certificate of renewal thereof and in conformity with the provisions of Chapter 40-29 of the North Dakota Century Code.

That the Engineer for the City of West Fargo, has made and filed with the Board of City Commissioners of the City of West Fargo a careful and detailed statement of the estimated cost of said work in said improvement district;

That the contract for the construction of said improvement for which advertisement for bids is made, be and the same is hereby awarded to the said KPH in the amount of \$431,349.00, and that the President of the Board of City Commissioners and the City Auditor are hereby authorized and directed to enter into a contract with the said contractor for the making of the improvements for which advertisement for bids was heretofore made and for which they were the low bidder.

Dated: September 6, 2022

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.

"



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

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission

Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Sanitation

Commissioner

Roben Anderson

Primary Portfolio:

Planning, Zoning and
Engineering

Secondary Portfolio:

Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and
Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

City Administrator

Tina Fisk

Assistant City Administrator

Dustin T. Scott

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: September 6, 2022

Subject: Project No. 1342 – SA 40 Sanitary Lift Station Rehabilitation

Action: Approve Task Order No. 61-1, Approve Plans and Specs; and Authorize Bid Advertisement.

New Information and Recommendation:

At the August 1, 2022 Commission meeting, the Commission approved the creation of Project No. 1342 and directed the Engineer to prepare Plans and Specifications. City staff has been working with our consultant Moore Engineering to complete plans and specifications for constructing this project. Moore Engineering has provided the attached Task Order 61-1 for this work as well.

The following documents are attached for review/consideration:

- Task Order 61-1
- Cover Sheet from construction Plans and Specifications.
- Draft Advertisement for Bid – *will be published for three weeks*
- Resolution Approving Plans and Specs
- Resolution Directing Ad for Bid

Staff Recommendation: *Approve Task Order No. 61-1, Approve Plans and Specs; and Authorize Bid Advertisement.*

Policy Analysis:

This project will update the most critical sanitary lift station that the City operates. Task Order 61-1 is a standard Task Order for Basic Services and Record Drawings.

Financial Analysis:

As presented at the August 1, 2022 Commission meeting, the total project costs are estimated to be \$1,200,000 which include the work described in Task Order 61-1 which is a standard Task Order.

Previously Presented Information and Commission Actions:

August 1, 2022-

- **Staff Recommendation:** Create Project No. 1342; Approve Engineer's Report; and Direct Engineer to prepare Plans and Specs.
- **Commission Action:** Commissioner Simmons moved and Commissioner Olson seconded to approve. No opposition, motion carried.

EXHIBIT A to MSA

Task Order for Design & Construction Services

This is Task Order No. 61-1
consisting of 20 pages.

Task Order 61-1

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated May 1, 2018 and approved by the West Fargo City Commission on September 4, 2018 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: July 23, 2022
- b. Owner: City of West Fargo
- c. Engineer: Moore Engineering, Inc.
- d. Specific Project Title: Project No. 1342
- e. Specific Project Description: SA-40 Sanitary Lift Station Rehabilitation
- F. Project Background: The City's master regional sanitary sewer lift station is in need of electrical, building and wet well rehabilitation.

2. Services of Engineer

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

- A. *Preliminary Design Phase – Prior to Preliminary Design, the city will complete any studies, reports, and/or any other work necessary to evaluate project alternatives and estimated costs. Services under this phase will begin once a preferred alternative is determined and the corresponding "Engineer's Report" has been approved by the Board of City Commissioners.*

1. Engineer shall:

- a. Coordinate a meeting with the Owner to review the project and task order to ensure mutual understanding of the objectives, requirements, schedule, etc. prior to starting work.
- b. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any deliverables executed by other Owner consultants, such as technical data, reports, drawings and specifications, etc. shall be provided to Engineer.
- c. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other

consultants employed by the Owner, such as a geotechnical consultant. Any deliverables executed by other Owner consultants, such as technical data, reports, drawings and specifications, etc. shall be provided to Engineer.

- d. Provide necessary field surveys, topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data." If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
- e. Visit the Site as needed to prepare the Preliminary Design Phase documents.
- f. Advise Owner if additional reports, data, information, or services are necessary and assist Owner in obtaining such reports, data, information, or services.
- g. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
- h. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
- i. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents.
- j. Obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2018 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
- k. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.
- l. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

2. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables

B. *Final Design Phase*

1. Engineer shall:

- a. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any deliverables executed by other Owner consultants, such as technical data, reports, drawings and specifications, etc. shall be provided to Engineer.
- b. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
- c. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any deliverables executed by other Owner consultants, such as technical data, reports, drawings and specifications, etc. shall be provided to Engineer.
- d. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
- e. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
- f. After consultation with Owner, identify extent of final rights of way, both temporary and permanent, needed for construction of the project.
- g. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
- h. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
- i. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
- j. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts

of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

- k. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.
2. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
3. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one.

C. *Bidding or Negotiating Phase*

1. Engineer shall:
 - a. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any addenda from other Owner consultants shall be provided to Engineer.
 - c. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 - d. Consult with Owner as to the qualifications of prospective contractors.
 - e. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 - f. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work.

- g. Attend the bid opening as needed, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts. Bid tabulations will be provided in pdf and spreadsheet format.
 - h. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 - i. Coordinate execution of Contract by assembling contract documents for review by Owner, Owner's Attorney, and Contractor and assist in routing contracts between entities to obtain necessary signatures.
2. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

D. *Construction Phase*

1. Engineer shall:
- a. *General Administration of Construction Contract*: Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 - b. *Resident Project Representative (RPR)*: Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth below. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth below.
 - 1) Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
 - 2) Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any

Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in in this Task Order, are applicable.

3) The duties and responsibilities of the RPR are as follows:

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

that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

- h) *Proposed Modifications*: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
- i) *Review of Work; Defective Work*
 - Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and
 - Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
- j) *Inspections, Tests, and System Start-ups*
 - Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
 - Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
- k) *Records*
 - Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
 - Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.
 - Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - Maintain records for use in preparing Specific Project documentation.
 - Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
- l) Reports
- Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
 - Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
- m) *Payment Requests*: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- n) *Certificates, Operation and Maintenance Manuals*: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
- o) Completion:
- Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.
 - Participate in Engineer's visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit A.1).
- 4) Resident Project Representative shall not:

- a) Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including “or-equal” items).
 - b) Exceed limitations of Engineer’s authority as set forth in this Agreement.
 - c) Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 - d) Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
 - e) Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - f) Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - g) Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 - h) Authorize Owner to occupy the Specific Project in whole or in part
- c. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
- d. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
- e. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
- f. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- g. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer’s judgment are necessary to enable Contractor to proceed.
- h. *Visits to Site and Observation of Construction:* In connection with observations of Contractor’s Work while it is in progress:
 - 1) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor’s executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the

Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner for observations requiring their expertise.

- 2) The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
- i. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
 - j. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
 - k. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner. Any clarifications, interpretation, or decision shall be provided by the Owner's applicable consultant.
 - l. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

- m. *Change Orders and Work Change Directives*: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- n. *Differing Site Conditions*: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner. Any reviews, obtaining of information, and preparation of findings, conclusions, and recommendations shall be provided by the Owner's applicable consultant.
- o. *Non-reviewable matters*: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
- p. *Shop Drawings, Samples, and Other Submittals*: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
- q. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- r. *Inspections and Tests*:
 - 1) Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - 2) As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - 3) Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- s. *Change Proposals and Claims*:
 - 1) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's

supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

- 2) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any pertinent information shall be provided to Engineer.
- t. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- 1) Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract.
 - 2) Provide justification on pay items that end up over/under the contract quantity.
 - 3) Provide final payment spreadsheet as requested by Owner.
- u. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph 2.D.1.p. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
- v. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
- w. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit A.1 ("Notice of Acceptability of Work") to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.

- x. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- y. *Construction Staking:* Engineer will provide the following upon request of the Contractor
 - 1) Water Mains/ Force Mains
 - a) Centerline with offsets at 50' intervals
 - b) Cut stakes to top of pipe with hubs, if plan calls for specified grades
 - c) Curb Stop Locations
 - 2) Storm-Sanitary Sewers
 - a) Centerline stakes with offsets and cuts to inverts at 50' intervals
 - b) Manholes with offsets
 - c) Inlets with offsets
 - d) Wye locations
 - e) Service ends with grades
 - 3) Streets
 - a) Initial dirt grade stakes with lath every 100' and at high and low
 - b) Subgrade blue tops for centerline and curb and gutter areas if so specified in construction contract
 - c) Centerline gravel blue tops if so specified in construction contract
 - d) Curb & gutter flow line stakes with offsets every 25'
 - e) Concrete Paving grade stakes with offset at 25' intervals plus high and low points
 - 4) Lift Stations (without buildings)
 - a) Location & elevation of rim and invert centerline of wet well, dry well, and/or check valve manhole
 - 5) Buildings
 - a) Location & elevation of corners of first floor with offsets
 - 6) Sidewalks/Multi-Use Paths
 - a) Elevation & location of "Outside" finished edge (one edge) of Sidewalk or Multi-Use Path @ 25' stationing
 - 7) Channels/Embankments
 - a) Centerline cut/fill, daylights, and temporary construction easement limits (every 200')
 - b) Culvert alignment, lengths, and invert elevations with offsets
 - c) Structure locations and invert elevations with offsets
 - 8) Ponds/Lakes
 - a) Location and elevation of bottom of lake/pond every 200'
 - b) Location and elevation of changes in slopes (i.e. hinges) every 200'
 - c) Location and elevation of contour defining bottom of planting area used to protect slopes every 200'
 - d) Topsoil stripping location every 200'
 - e) Five elevation control points.
- 2. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more

than one prime contract as indicated in Paragraph 2.B.3, then Construction Phase services may be rendered at different times in respect to the separate contracts.

E. *Post-Construction Phase*

1. Engineer shall:
 - a. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 - b. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
2. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified, will terminate twelve months after the commencement of the Construction Contract's correction period.

F. *Commissioning Phase*

1. Engineer shall:
 - a. Assist Owner in connection with the adjusting of Specific Project equipment and systems.
 - b. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
 - c. Prepare operation and maintenance manuals.
 - d. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.
 - e. Prepare and furnish to Owner Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor. Record Drawings shall include:
 - 1) Significant changes made during construction along with survey ("gps") points on significant surface infrastructure features including manholes, catch basins, curb stops, valves, hydrants, and street lights.
 - 2) Record Drawings will be supplied in DWG and PDF format and survey ("gps") points will be supplied in CSV format.

3. Additional Services

Additional Services authorized or necessary under this Task Order are:

A. *Additional Construction Services*

1. Record Drawing Administration
 - a. Prepare and furnish to Owner GIS shapefiles showing appropriate record information based on Project annotated record documents received from Contractor. GIS shapefiles shall include

survey ("gps") points on significant surface infrastructure features including manholes, catch basins, curb stops, valves, hydrants, and street lights. The infrastructure will be moved to these locations in GIS. GIS shapefiles will be supplied to City for use within their webmap.

4. City's Responsibilities

City shall have those responsibilities as follows:

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

5. Task Order Schedule

In addition to any schedule provisions provided elsewhere, the parties shall meet the following schedule:

- A. The services covered by this Task Order will terminate twelve months after the commencement of the Construction Contract's correction period

6. Payments to Engineer

- A. City shall pay Engineer for services rendered under this Task Order as follows:
 - a. Compensation for services outlined in Section 3 shall be on a Time and Material basis in accordance with the Standard Hourly Rates shown in Exhibit B of the Agreement.

TASK CATEGORY & TASK	TASK ORDER NO.	PREVIOUS FEE (\$)	INCREASED FEE (\$)	AMENDED MAXIMUM FEE (\$)
Study & Report Services				
Technical Memorandum	61	\$17,000	\$0	\$17,000
Additional Construction Services				
Record Drawing Administration	61-1	\$0	\$1,700	\$1,700
ADDITIONAL SERVICES SUBTOTAL (TO 61-1)			\$1,700	
ADDITIONAL SERVICES SUBTOTAL (All TO's)		\$17,000	\$1,700	\$18,700

- b. Compensation for services outlined in the Preliminary Design, Final Design, Bidding or Negotiation, Construction, Post-Construction, and Commissioning Phases shall be made according the following table:

Project Type	Preliminary Design, Final Design, Bidding or Negotiation Phases (% of Final Construction Contract Value plus value of any alternates designed but not constructed)	Construction, Post-Construction, and Commissioning Phases (% of Final Construction Contract Value)
Projects designed and constructed in accordance with NDDOT requirements	6%	6%
All other projects	5.5%	5.5%
Estimated Value of Final Construction Contract		\$1,020,000
Estimated Compensation based on 11% of Construction		\$112,200
TOTAL TASK ORDER (TO 61-1)		\$113,900

- c. Compensation for services referenced in 6.A.a (Additional Services) and 6.A.b (Basic Services) are summarized in the following table.

Services to be Provided	Estimated Compensation
Additional Services Subtotal	\$18,700
Estimated Compensation based on 11% of Construction	\$112,200
TOTAL ESTIMATED COMPENSATION UNDER ALL TASK ORDERS (LIST ALL TO'S)	\$130,900

- B. The terms of payment are set forth in Article 4 of the Agreement.

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

- a. LKA

8. Other Modifications to Agreement and Exhibits:

- a. None

9. Attachments:

- a. None

10. Other Documents Incorporated by Reference:

- a. None

11. Terms and Conditions

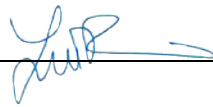
Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by City.

The Effective Date of this Task Order No. 61-1 is July 23, 2022.

CITY: City of West Fargo

ENGINEER: Moore Engineering, Inc.

By: _____

By:  _____

Print Name: Dustin T. Scott

Print Name: Lee Beauvais, PE

Title: Assistant City Administrator

Title: Chief Operations Officer

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Dustin T. Scott

Name: Matt Welle, PE

Title: Assistant City Administrator

Title: Senior Project Manager

Address: 800 4th Ave E. Suite #1
West Fargo, ND 58078

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

E-Mail Dustin.Scott@westfargond.gov
Address: _____

E-Mail Matt.Welle@mooreengineeringinc.com
Address: _____

Phone: 701-515-5050

Phone: (701) 282-4692

Exhibit A.1



NOTICE OF ACCEPTABILITY OF WORK

SPECIFIC PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To:

OWNER

And To:

CONTRACTOR

From:

ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the following terms and conditions of this Notice.

Exhibit A.1 cont'd

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Specific Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____



										
Project Name: W.F. Proj. No. 1342 – SA40 Sanitary Lift Station Rehabilitation										
Project Number: 22671		Billing Rates								
Client: City of West Fargo										
DATE: 8/18/2022		WF MSA Other TO - 2022								
PHASE	TASK NO.	PHASE DESCRIPTION			TASK TOTAL	LABOR TOTAL	SR PROJECT MANAGER	PROJECT MANAGER ASSISTANT	SENIOR PE	GIS TECH II
							\$200	\$135	\$195	\$125
645	Record Drawing				\$1,700					
	645.001	Import record drawings to GIS from CAD files								
	645.002	Include project information with imported data to GIS			\$125	\$125				1
	645.003	Review GIS files								
	645.004	Create shapefile file			\$125	\$125				1
	645.005	Link record drawings to GIS								
	645.006	Incorporate/update Owner shapefiles files								
	645.007	Project Administation			\$860	\$860	1	2	2	
	645.008	QA/QC Files			\$590	\$590	1		2	
PHASE 645 Record Drawing SUBTOTAL					\$1,700	\$1,700	2	2	4	2
							\$400	\$270	\$780	\$250
PROJECT TOTALS					\$1,700	\$1,700	2	2	4	2

Note: All items that contain no hours are EXCLUDED from the Proposal.
\\mooreengineeringinc.com\root\Projects\Projects\22000\22600\22671 WFGOND ProjNo1342SA40SanitaryLiftRehab\002-Bid and Proposal\02-Engineering Agreement (Rp)\Proposals\Task Order 61-1\22



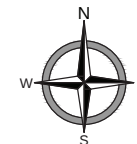
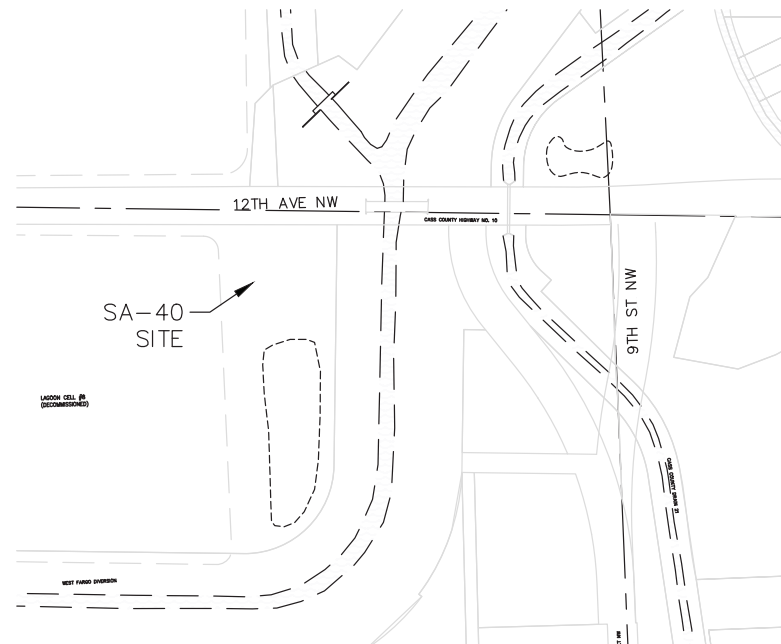
PROJECT NO. 1342

SANITARY LIFT STATION SYSTEM REHABILITATION



(SA-40 SANITARY LIFT STATION REHABILITATION)

VICINITY MAP



PROJECT No. 22671



CITY OF WEST FARGO, NORTH DAKOTA
PROJECT NO. 1342
SANITARY LIFT STATION SYSTEM REHABILITATION
ADVERTISEMENT FOR BIDS

The 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 October 6, 2022 at 10:00 a.m. local time. Bids will be viewed and read via video/phone conference at 10:30 a.m. Mailed or hand delivered bids will not be opened or considered. Link for the video/phone conference is provided at www.mooreengineeringinc.com by clicking the Bid Information tab, or at www.questcdn.com.

The Project consists of building improvements to the SA40 main wastewater lift station consisting of masonry wall infills, mechanical air ducts and louvers, and electrical motor control center and associated wiring replacement.

Separate bids will be received for Contract No. 1 – General and Mechanical Work with optional alternate bid Electrical Work, and Contract No. 2 – Electrical Work. Bids shall be on a lump sum basis with additive alternate bid item as indicated in the Bid Form.

Digital project bidding documents will be available at www.mooreengineeringinc.com by clicking the Bid Information tab, or at www.questcdn.com. You may download the complete set of digital documents for a nonrefundable fee of \$40.00 by locating eBidDoc™ Number 8286487 on the website. Contact QuestCDN Customer Support at 952-233-1632 or info@questcdn.com for assistance in membership registration, downloading digital project information, and vBid online bid submittal questions.

Each bid must be accompanied by a bidder's bond in a sum equal to 5% of the full amount of the bid executed by the bidder as principal and by a surety, conditioned that if the principal's bid is accepted and a contract is awarded to the principal, the principal, within ten (10) days after the notice of the award, shall execute a contract in accordance with the terms of the bid and the bid bond, 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: Tina Fisk
Title: City Administrator
Date: September 6, 2022

The City Auditor presented to the Board of City Commissioners the plans and specifications and estimates of cost for improvements in Project No. 1342 – Sanitary Sewer System Rehabilitations, Replacements, and Incidentals of the City of West Fargo, North Dakota, as prepared by Daniel Hanson, the Engineer for the City.

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING PLANS AND SPECIFICATIONS FOR PROJECT NO.
1342 – SANITARY SEWER SYSTEM REHABILITATIONS, REPLACEMENTS;
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 Project No. 1342 – Sanitary Sewer System Rehabilitations, Replacements, and Incidentals of the City of West Fargo heretofore prepared by Daniel Hanson, 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 her office open to public inspection.

Dated: September 6, 2022

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. 1342 – Sanitary Sewer System Rehabilitations, Replacements; and Incidentals of the City of West Fargo; and

WHEREAS, plans and specifications and estimates of costs for said Project No. 1342 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 Project No. 1342 – Sanitary Sewer System Rehabilitations, Replacements; and Incidentals to be published once each week for three consecutive weeks in *The Forum*, and that the City Auditor and Engineer will meet at the City Hall in the City of West Fargo, at a time and date to be determined by the City Auditor, for the purpose of opening sealed bids received 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. Such advertisements shall be published in form as provided in Section 48-01.2 of the North Dakota Century Code as amended.

Dated: September 6, 2022

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.



"Consent" or "Regular" Agenda Item?

[Regular]

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission

Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Sanitation

Commissioner

Roben Anderson

Primary Portfolio:

Planning, Zoning and Engineering

Secondary Portfolio:

Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

City Administrator

Tina Fisk

Assistant City Administrator

Dustin T. Scott

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: September 6, 2022

Subject: Project 2266 – 9th Street E Concrete Pavement Repair

Action: Accept Bid and Award Contract

New Information and Recommendation:

This project was created at the July 18, 2022 meeting and aims to improve pavement conditions and preserve the integrity of an arterial roadway.

The NDDOT conducted a virtual bid opening on August 19, 2022. There were a total of 2 Bidders, with Dakota Underground having the lowest bid of \$563,074.40. The bid is 10% over Engineer's Estimate. Staff recommends awarding the contract to Dakota Underground.

The following documents are attached for review/consideration:

- NDDOT Notice of Bids
- NDDOT Apparent Low Bid Document
- Resolution Accepting Bid

An Abstract of Bids is available upon request.

Staff Recommendation: Accept Bid and Award Contract to Dakota Underground.

Policy Analysis:

As part of a proactive pavement management philosophy, we anticipate similar projects to continue annually using local funds. This project will leverage one time funding to preserve a major arterial, lowering the cost to the city. The Engineering Department will continue to collaborate pavement management projects with Public Works and strive to improve the quality and sustainability of our public streets.

Financial Analysis:

The Engineer's Report shows a total estimated cost of \$615,000 with an estimated cost of \$228,000 to the city. The remainder of the funds will be paid from one-time federal funds administered by the NDDOT. The CIP had a budget of \$575,000 with \$188,000 coming from city funds.

Previously Presented Information and Commission Actions:

July 18, 2022-

- **Staff Recommendation:** Create Project 2266 and Direct Engineer to prepare report; Approve Engineer's Report and Direct Engineer to prepare Plans and Specifications.
- **Commission Action:** Commissioner Simmons moved and Commissioner Anderson seconded to approve. No opposition, motion carried.

August 1, 2022-

- **Staff Recommendation:** Approve Plans and Specification and Authorize Ad for Bid
- **Commission Action:** Commissioner Olson moved and Commissioner Anderson seconded to approve. No opposition, motion carried

August 19, 2022

Dustin Scott
City Engineer
800 4th Ave East, Suite #1
West Fargo, ND 58078

PROJECT: CVD-8-992(046), PCN 23540 – WEST FARGO; 9TH ST E, JCT 13TH AVE E N TO MAIN AVE
(US BUSINESS 10) – CASS CO.

Bids for the construction on the above noted project were taken at our bid opening of August 19 2022.
A copy of the Contract Detail Estimate and Abstract of Bids are enclosed.

The low bid for CONCRETE PAVEMENT REPAIR, CURB & GUTTER, ADA, MANHOLE & INLET ADJUSTMENTS was submitted by Dakota Underground Company of Fargo, ND in the amount of \$563,074.40. According to the agreement with the City of West Fargo, the City's share for CVD-8-992(046) is estimated to be \$232,671.84. Federal Funds obligated for this project shall not exceed 100 percent of the total eligible project cost up to a maximum of \$386,710.00. The balance of the project cost is the obligation of the City.

The Department will review the low bidder's proposal to assure that the Disadvantaged Business Enterprise Program requirements have been met. Upon review of the contractor's Disadvantaged Business Enterprise Program, the Department will advise you via email whether this project may be awarded. The City must award the contract before the Department will concur in the award, therefore, the City must notify the Department in writing as soon as possible after the award is made. Contracts cannot be executed prior to the date of the Department's concurrence.

Questions should be addressed to the Construction Services Division at 701-328-2566.



PHILLIP MURDOFF, P.E. - CONSTRUCTION SERVICES ENGINEER

80/pm/jmt
Enclosure

Via e-mail only

North Dakota Department of Transportation

Apparent Bids for Letting of August 19, 2022

Letting ID: 22081901

Cut-off Time: 9:30:00 AM CDT

Proposal: 22660--2022081922660

Counties: DUNN

SIDEWALK/ADA & PEDESTRIAN BRIDGE

Bidder Name	Bid Amount	Comment	DBE	Alt or Opt	Bid Limitation	Total Discount
ENGINEERS ESTIMATE	\$1,015,921.70		0.00%			
INDUSTRIAL BUILDERS INC	\$1,496,995.44		0.68%			

(2 apparent bids)

Proposal: 23526--2022081923526

Counties: PEMBINA

JACK & BORE PIPE CONDUIT; GRADING; SIGNING; SEEDING AND WORK ZONE

Bidder Name	Bid Amount	Comment	DBE	Alt or Opt	Bid Limitation	Total Discount
ENGINEERS ESTIMATE	\$499,739.60		0.00%			
GLADEN CONSTRUCTION INC	\$600,454.50		0.00%			
GOWAN CONSTRUCTION INC	\$601,863.75		0.00%			
NAASTAD BROTHERS INC	\$624,600.00		0.00%			
MIKE COLEMAN CONSTRUCTION INC	\$656,457.14		0.00%			
S J LOUIS CONSTRUCTION INC	\$707,843.45		0.00%			
MINGER CONSTRUCTION COMPANIES INC	\$727,429.05		0.00%			
IOWA TRENCHLESS LLC	\$740,830.50		0.00%			

(8 apparent bids)

Proposal: 23540--2022081923540

Counties: CASS

CONCRETE PAVEMENT REPAIR; CURB & GUTTER; ADA; MANHOLE & INLET ADJUSTMENTS

Bidder Name	Bid Amount	Comment	DBE	Alt or Opt	Bid Limitation	Total Discount
ENGINEERS ESTIMATE	\$508,307.00		0.00%			
DAKOTA UNDERGROUND	\$563,074.40		0.00%			

Bidder Name	Bid Amount	Comment	DBE	Alt or Opt	Bid Limitation	Total Discount
COMPANY						
OPP CONSTRUCTION LLC	\$787,328.90		0.00%			

(3 apparent bids)

Proposal: 23576--2022081923576

Counties: BURLEIGH CASS GRAND FORKS STARK

STATEWIDE PORTABLE BARRIERS

Bidder Name	Bid Amount	Comment	DBE	Alt or Opt	Bid Limitation	Total Discount
ENGINEERS ESTIMATE	\$2,506,600.00		0.00%			
KELLER PAVING & LANDSCAPING INC	\$2,677,000.00		0.00%			
PCI ROADS LLC	\$2,865,800.00		0.00%			
INDUSTRIAL BUILDERS INC	\$2,869,815.00		0.00%			

(4 apparent bids)

Proposal: 23643--2022081923643

Counties: DICKEY LAMOURE MCINTOSH STUTSMAN

PIPE REPAIRS

Bidder Name	Bid Amount	Comment	DBE	Alt or Opt	Bid Limitation	Total Discount
NAASTAD BROTHERS INC	\$427,790.00		0.00%			
ENGINEERS ESTIMATE	\$481,440.00		0.00%			
GLADEN CONSTRUCTION INC	\$626,481.00		0.00%			

(3 apparent bids)

Commissioner _____ introduced the following resolution and moved its adoption:

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

WHEREAS, bids have heretofore been received for the making of certain improvements in Project No. 2266 - Concrete Pavement Repair of the City of West Fargo, North Dakota; and

WHEREAS, said bids were opened and made public and are on file in the office of the City Auditor of the City of West Fargo; and

WHEREAS, the Engineer for the City of West Fargo has made and filed a careful and detailed statement of the estimated cost of said work; and

WHEREAS, it is necessary to accept the bid for the work to be completed;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

That the fact is and that the minutes show that the bid of Dakota Underground, in the amount of \$563,074.40, is the lowest bid received and that said company is the lowest responsible bidder; that said bid was accompanied by a bidder's bond in the sum of \$500.00, a certified or cashier's check in the amount of \$50.00 and copy of the contractor's license or certificate of renewal thereof and in conformity with the provisions of Chapter 40-29 of the North Dakota Century Code.

That the Engineer for the City of West Fargo, has made and filed with the Board of City Commissioners of the City of West Fargo a careful and detailed statement of the estimated cost of said work in said improvement district;

That the contract for the construction of said improvement for which advertisement for bids is made, be and the same is hereby awarded to the said Dakota Underground, in the amount of \$563,074.40, and that the President of the Board of City Commissioners and the City Auditor are hereby authorized and directed to enter into a contract with the said contractor for the making of the improvements for which advertisement for bids was heretofore made and for which they were the low bidder.

Dated: September 6, 2022

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.

"