

FARGO CITY COMMISSION AGENDA
Monday, June 3, 2019 - 5:00 p.m.

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at www.FargoND.gov/streaming. They are rebroadcast Mondays at 5:00 p.m., Thursdays at 7:00 p.m. and Saturdays at 8:00 a.m. They are also included in the video archive at www.FargoND.gov/citycommission.

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, May 20, 2019).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Receive and file an Ordinance Amending Section 25-1506 of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Restrictions on Sale, Service or Dispensing of Alcoholic Beverages.
- 2. Tax exemptions for improvements made to buildings:
 - a. Tyson Gonsorowski, 1530 4th Avenue North (5 year).
 - b. Jacob Lunski, 1517 12th Street South (5 year).
 - c. Andrew M. Schefter and Kaira L. Henze, 2301 Lilac Lane North (5 year).
- 3. Site Authorizations for Games of Chance:
 - a. Red River Human Services Foundation at The Northern (amended).
 - b. Fargo Metro Baseball Association at Empire Tavern.
 - c. Prairie Public Broadcasting, Inc. at Bison Turf, Dempsey's and Tailgators.
 - d. Horse Race North Dakota at Sickies Garage, Chub's Pub and Labby's Bar & Grill.
 - e. ShareHouse Inc. at Alibi's/Baymont Hotel, Bismarck Tavern, Rick's Bar and Grill, The Round Up Saloon and Woody's.
 - f. VFW Post 762 at VFW Club (amended).
- 4. Applications for Games of Chance:
 - a. United Way of Cass Clay for a raffle board on 6/17/19.
 - b. River Keepers for a raffle on 6/17/19.
 - c. AO1 Foundation, Inc. for a raffle on 6/26/19.
 - d. Tri-City Storm Soccer Club for a raffle on 7/16/19.
 - e. Dakota Medical Foundation – Lend A Hand Up for a raffle on 6/20/19.
- 5. Partial Release and Dike Agreement and Easement for RLN Business Park 1st Addition.
- 6. License Agreement with Nichole's Fine Pastry for the installation of a Parklet at 13 8th Street South subject to the terms of the agreement.
- 7. License Agreement with the Downtown Community Partnership for the installation of a Parklet at 3rd Avenue North and Broadway subject to the terms of the agreement.

2. Memorandum of Offer to Landowner for a Permanent Easement (Street and Utility) associated with Project No. PN-18-B1.
9. Memorandum of Offer to Landowner for a Permanent Easement (Storm Sewer) associated with Project No. UR-19-A1.
10. Farm Lease (Oak Grove) with Chad Johnson and Kyle Johnson for property located at 5636, 5638, 6054 and 6056 Veterans Boulevard South.
11. Purchase Agreement with Audrey Stewart-Farol, a Trustee of the Garryle B. Stewart Living Trust for property located at 1367 Elm Circle North (Project No. FM-19-E).
12. Resolution authorizing the amendment of an existing US Bank loan, reissuance of the bank note and an Amendment to Financing Agreement.
13. Contract Agreement with Valley Christian Counseling Center to provide a breastfeeding friendly environment for their employees.
14. Purchase of Service Agreement with the ND Department of Human Services Behavioral Health Division for Substance Abuse Prevention.
15. Addendum to Health Services Agreement between Cass County and the City of Fargo.
16. Supplemental Policy to Replace Existing 2014 Nuisance Tier Policy regarding stagnant water, excavations, noxious or other weeds and tall grass pertinent to City of Fargo Ordinances 11-0805 and 11-0806.
17. Agreement for Provision of Environmental Health Services for the City of West Fargo by Fargo Cass Public Health.
18. Service Agreement with Fargo Public Schools for Special Services.
19. Direct City Attorney to draft ordinances for adoption of the 2018 International Codes.
20. Resolution establishing 2020 Census Complete Count Committee.
21. Change orders for the Police Department Remodeling Project at the Border States Electric Building:
 - a. No. 1 for an increase of \$13,853.00 for the general contract.
 - b. No. 1 for an increase of \$13,419.00 for the mechanical contract.
 - c. No. 1 for an increase of \$14,510,23 for the electrical contract.
22. Purchase of one or more truck chassis from the ND State Procurement Contract No. TC 378.
23. Bid award for the 2019/2020 highway deicing salt contract.
24. Change Order No. 7 for Project No. FM-15-K1.
25. Contracts and bonds for Project Nos. SL-19-A1, WA1951 and SW19-01.
26. Bills.
27. Change Order No. 2 for a time extension to 6/18/19 for Improvement District No. UN-18-B1.

Page 23. Utility relocations and authorize payments to Cass County Electric in the amount of \$25,304.00 and to CenturyLink in the amount of \$10,993.18 for Improvement District No. PN-18-B1.

29. Bid awards for Improvements District Nos. BN-19-J1 and BN-19-F1.

30. Contracts and bonds for Improvement District Nos. TN-19-A1 and SL-19-E1.

REGULAR AGENDA:

31. Recommendation to approve Baird and Dougherty as the bond underwriter for upcoming Refunding Improvement Bonds, Series 2019B.

32. State Water Commission request for Cost Reimbursement for FM Diversion Flood Project totaling \$6,650,000.00.

33. 2019 Mobile Food Truck Pilot Program to operate from 10 a.m. to 2 p.m. Fridays from June 14, 2019 to September 13, 2019 for "Food Truck Fridays."

34. Public Hearings - 5:15 pm:

a. Zoning Change to repeal and re-establish a C-O, Conditional Overlay, Fitzsimonds Addition; approval recommended by the Planning Commission on 5/7/19:
1. 1st reading of Rezoning Ordinance.

b. Zoning Change to from SR-2, Single-Dwelling Residential to P/I, Public and Institutional, Huntington's Addition; approval recommended by the Planning Commission on 5/7/19:
1. 1st reading of Rezoning Ordinance.

c. Zoning Change to repeal and re-establish a C-O, Conditional Overlay, Timber Parkway Third Addition; denial recommended by the Planning Commission on 5/7/19:
1. 1st reading of Rezoning Ordinance.

d. Special Assessments for 2018 Reconstruction of City Ordered Sidewalks.

e. Special Assessment list for the following Improvement Districts, all having been approved by the Special Assessment Commission on 4/23/19; set the interest rate at 1% per annum over the net rate on bonds financing said projects:

1. Concrete Alley Paving and Incidental Improvement District No. AN-17-F.
2. Concrete Alley Paving and Duct Bank and Incidental Improvement District No. AN-17-G.
3. Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights and Incidental Improvement District No. BN-16-C.
4. Storm Sewer, Asphalt Paving, Concrete Curb and Gutter, Street Lights, Sidewalk and Incidental Improvement District No. BN-16-H.
5. Water Main Replacement, Force Main Construction, Street Reconstruction and Incidental Improvement District No. BR-16-E.
6. Water Main Replacement, Force Main Construction, Street Reconstruction and Incidental Improvement District No. BR-17-A.
7. Water Main Replacement, Force Main Construction, Street Reconstruction and Incidental Improvement District No. BR-17-C.
8. Street Reconstruction and Incidental Improvement District No. BR-17-F.

9. Water Main Replacement, Street Reconstruction and Incidental Improvement District No. BR-17-G.
 10. Water Main Replacement, Street Reconstruction, Street Lights and Incidental Improvement District No. BR-17-H.
 11. Water Main Replacement, Street Reconstruction and Incidental Improvement District No. BR-17-J.
 12. Water Main Replacement, Street Reconstruction and Incidental Improvement District No. BR-17-L.
 13. Water Main Replacement, Street Reconstruction and Incidental Improvement District No. BR-18-H.
 14. Water Main Replacement, Street Reconstruction, Street Lights and Incidental Improvement District No. BR-18-J.
 15. Asphalt Wear Course and Incidental Improvement District No. PN-18-A.
 16. Seal Coat and Incidental Improvement District No. Pr-18-E.
 17. Mill and Overlay and Incidental Improvement District No. PR-18-F.
 18. Sanitary Sewer Force Main and Incidental Improvement District No. UN-15-B.
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35. Request from the Transit Department to expand service into the Industrial Park.
 36. Bid award and bid alternatives for Project No. FM-14-13.
 37. Appointments to the Arts and Culture Commission.
 38. Appointments to the Community Development Committee.

People with disabilities who plan to attend the meeting and need special accommodations should contact the Commission Office at 701.241.1310. Please contact us at least 48 hours before the meeting to give our staff adequate time to make arrangements.

Minutes are available on the City of Fargo website at www.FargoND.gov/citycommission.



Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

May 29, 2019

Board of City Commissioners
City Hall
225 4th Street North
Fargo, ND 58102

Dear Commissioners:

Presented for your consideration is a revision to Fargo Municipal Code 25-1506 (L), deleting the prohibition against charitable gambling or gaming for FA- GOLF licensees. This request for ordinance amendment was made by Big Erv's Bar and Grill at Rose Creek and Brickhouse Tavern at Osgood. Both licensees have operations in other location under licenses that permit charitable gambling. The Liquor Control Board voted in favor of approving an amendment to the FA-GOLF license class to permit charitable gambling at its meeting on May 15, 2019. The letter requests and minutes of the LCB meeting are included.

SUGGESTED MOTION: I move to receive and file amendment to Fargo Municipal Code §25-1506 (L) permitting charitable gambling by FA-Golf license holders.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Nancy J. Morris
Assistant City Attorney

NJM/al
Enclosures



OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 25-1506 OF ARTICLE 25-15
OF CHAPTER 25 OF THE FARGO MUNICIPAL CODE RELATING
TO RESTRICTIONS ON SALE, SERVICE OR DISPENSING OF
ALCOHOLIC BEVERAGES

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WHEREAS, the electorate of the city of Fargo has adopted a home rule charter in accordance with Chapter 40-05.1 of the North Dakota Code; and,

WHEREAS, Section 40-05.1-06 of the North Dakota Century Code provides that the City shall have the right to implement home rule powers by ordinance; and,

WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said home rule charter and any ordinances made pursuant thereto shall supersede state laws in conflict therewith and shall be liberally construed for such purposes; and,

WHEREAS, the Board of City Commissioners deems it necessary and appropriate to implement such authority by the adoption of this ordinance;

NOW, THEREFORE,

Be It Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. Amendment.

Section 25-1506 of Article 25-15 of Chapter 25 of the Fargo Municipal Code is hereby amended to read as follows:

* * *

L. Class FA-GOLF. A Class "FA-GOLF" license shall authorize the licensee to sell "on-sale" only, subject to the following restrictions and conditions:

1. A Class "FA-GOLF" licensee may sell alcoholic beverages as the food and beverage concessionaire at a golf course which also holds a restaurant license or permit pursuant to the provisions of article 13-04 of the Fargo Municipal Code and which derives a percentage (hereinafter stated) of its gross receipts from the sale of prepared meals and not alcoholic beverages. A recipient of "FA-GOLF" license must derive at least 25% of its gross

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

receipts from the sale of prepared meals and food products and not alcoholic beverages during the months from April through October of each year. During the remaining months of the year, said recipient must derive 50% or more of its gross receipts from the sale of prepared meals and not alcoholic beverages. It is the intention of this restriction that the purpose of a "FA-GOLF" license is to allow the sale of alcoholic beverages as an adjunct to the operation of the golf course and restaurant and not that of operating a full-time liquor establishment. Further, such licensee must be located at and serve a golf course of at least nine (9) or more holes. Said golf course must be USGA approved.

- 2. The Class "FA-GOLF" license shall authorize licensee to sell "on-sale" only and no licensee hereunder may conduct any "off-sale" liquor sales.
- 3. A licensee hereunder, which must also operate a restaurant under the provisions of this title, shall provide adequate off-street parking within the discretion of and subject to the approval of the commission.
- 4. A recipient of a license hereunder shall not be authorized to receive or be issued a live entertainment license as provided in section 25-1510. ~~Further, there shall be no charitable gambling or gaming of any kind.~~

* * * *

Section 2. Effective Date

This ordinance shall be in full force and effect from and after its passage and approval.

Section 3. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed \$1,000; the court to have power to suspend said sentence and to revoke the suspension thereof.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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(SEAL)

Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

LIQUOR CONTROL COMMITTEE MEETING
May 15, 2019 1:30 P.M.

Present: Commissioner Piepkorn, City Auditor Sprague, Aaron Johnson, Environmental Health,
Absent: Commissioner Gehrig, Police Chief Todd, Grant Larson, Environmental Health
Others Present: Assistant City Attorney Nancy Morris; Rick Carik, Rick's; Dustin Mitzel, Happy Harry's, Duane Litton, Duffy's; Dean Bachmeier, Buffalo Wild Wings, Pete Haug, Fargo Air Show; Dave Erickson, Bulldog Tap; Nikki Berglund, Luna; Jared Hardy, Fargo Brewing; Lisa Meyer, Wurst; ; Joe Burgum, Carol Schlossman, Josi Danz, Downtown Neighborhood Association, Other members of the media, concerned citizens and other members of the industry.

Meeting was called to order at 1:30 P.M.

1. Commissioner Piepkorn called the meeting to order and asked if there were any additions or corrections to the minutes of April 17, 2019. There were no additions or corrections to the minutes of April 17, 2019. Moved by Sprague, seconded by Johnson to approve the minutes of the April 17, 2019 meeting of the Liquor Control Board all voted in favor, motion passed unanimously.

2. A. The first application to consider today is the issuance of a Class "GH" alcoholic beverage license to Bernbaum, Inc. d/b/a Bernbaum's located at 402 Broadway.

Moved by Sprague, seconded by Johnson to approve the issuance of a Class "GH" alcoholic beverage license to Bernbaum, Inc. d/b/a Bernbaum's located at 402 Broadway. Motion approved unanimously.

- B. The second application to consider today is the issuance of a Class "F" alcoholic beverage license to Brew Bird, Inc. d/b/a Brew Bird located at 30 University Drive North. Issues noted in the background check are old and no longer a concern.

Moved by Sprague, seconded by Johnson to approve the issuance of a Class "F" alcoholic beverage license to Brew Bird, Inc. d/b/a Brew Bird located at 30 University Drive North. Motion approved unanimously.

- C. The fourth application to be considered today is for the transfer of a Class FA-Golf alcoholic beverage license from BCZ Osgood Holdings, LLC d/b/a 9 Iron Bar & Grill to Brickhouse Tavern, LLC d/b/a Brewtus Clubhouse to be located at 4400 Clubhouse Drive. The issues noted in the background check are older and no longer a concern.

Moved by Sprague, seconded by Johnson to approve the transfer of a Class FA-Golf alcoholic beverage license from BCZ Osgood Holdings, LLC d/b/a 9 Iron Bar & Grill

to Brickhouse Tavern, LLC d/b/a Brewtus Clubhouse to be located at 4400 Clubhouse Drive. Motion passed.

3. The liquor Control Board reviewed a request from Big Erv's @ Rose Creek and Brewtus Clubhouse to allow gaming with the FA-Golf license. Sprague commented that other FA license and the FA Entertainment license all allow gaming. Sprague also commented that there have been 5 operators at the Osgood golf course since it opened and perhaps adding gaming would allow the operator to be profitable. Moved by Sprague, seconded by Johnson to direct the City Attorney to prepare the necessary changes to the ordinance to allow gaming with the FA-Golf license classification. Motion passed.
4. The Liquor Control Board reviewed a request form the Fargo Air Show to allow patrons to carry open alcohol containers throughout the air show grounds. It was discussed and agreed that there shouldn't be much concern since the airshow is fenced and only happens 2 days every other year. Pete Haug representing the air show committee said they sought approval a number of years back but there don't appear to be any records of the request. Commissioner Piepkorn commented this should be similar to the DCP permit. Moved by Sprague, seconded by Johnson to direct the city attorney to work with the Air Show to amend the ordinance as required. Motion passed.
5. Sprague commented he received a copy of a letter from Jade Presents requesting to increase the number of amplified noise permits allowed each month. Currently applicants are allowed one amplified noise permit a month. Jared Hardy, Fargo Brewing, said they are looking to change the interpretation of the boundary for amplified sound. Where their business is located, it is removed from single-family residential property. Lee Swartz, Jade Presents, said outdoor events are critical to the business plan; they help bring energy to the neighborhood. He said train noise in the area is already significant. Commission Piepkorn asked if they had reached out to the Roosevelt neighborhood. Swartz commented they would do that in the near future. Piepkorn commented the original license was to be a brewery. Sprague said this is a Planning issue but he wanted the Liquor Board to be aware of the request.
6. Sprague said he received a request from The Boiler Room to expand their licensed premise into the are formerly occupied by Stumbeanos. He said the area is contiguous to the existing licensed premise. Moved by Sprague, seconded by Johnson to allow the requested expansion. Motion passed.
7. Piepkorn suggested that we continue the discussion about the penalty matrix until the next meeting so the Chief can be present.

There being no further business to come before the Liquor Control Board, the meeting was adjourned at 1:48 p.m. **The next regular meeting will be held Wednesday, June 19, 2019 at 1:30 p.m. in the City Commission Room.**



Big Erv's Bar & Grill
412 Main Street
Horace, ND 58047

Phone: 701.371.5180

Email: kelly@bigervs.com

Mr. Sprague,

I am writing you today regarding the current FA-Golf License language that does not allow Charitable gaming. I have visions of Big Erv's at Rose Creek teaming up with a local Non-Profit which could operate gaming in our location. In Horace we currently work with the Horace Lions Club and they operate games like 21 (Blackjack), Video Pull tabs, Bingo and Meat Raffles. Every Saturday afternoon we have Bingo which lasts around 2 -3 hours long, it is so busy that patrons are showing up at least an hour before Bingo starts. We see food and liquor sales continuing to flourish due to Bingo and Video Tabs.

Lastly, gaming has been a positive for Big Erv's and the Horace Lions Club to give back to the community. I am very proud to say in 2018 the Lions Club donated over \$80,000 to charity just from funds gained from Big Erv's gaming site.

I look forward to answering any questions you may have and thank you for your consideration!

A handwritten signature in black ink that reads "Kelly R. Visto". The signature is fluid and cursive, with the first letters of each name being capitalized and prominent.

Kelly R. Visto

Big Erv's Bar & Grill
Ph# 701-371-5180
kelly@bigervs.com

BRICKHOUSE TAVERN, LLC
4627 44TH AVE S. STE 101
FARGO, ND 58104
PH. (701) 367-4836

April 22, 2019

City of Fargo
Attn: Steven Sprague
225 N 4th St
PO Box 2471
Fargo, ND 58108

Re: Brickhouse Tavern, LLC and Brewtus' Clubhouse

Dear Mr. Sprague

I am writing to express our interest in adding charitable gaming to our newest restaurant and bar venture Brewtus' Clubhouse located at Osgood Golf Course in Fargo, ND.

Currently our company operates Brewtus' Brickhouse in both West Fargo, ND and Moorhead, MN. Both location have onsite charitable gaming which has been well received by the patrons. We would love to be able to offer that opportunity to our Fargo patrons at Brewtus' Clubhouse at Osgood Golf Course.

I would be happy to discuss this request with you in person or by phone at (701) 357-4836.

Your time and consideration is greatly appreciated.

Sincerely,



Rick Morris, President

CITY OF
Fargo
ASSESSMENT DEPARTMENT

2a

May 20, 2019

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1530 4 Ave. N as submitted by Tyson Gonsorowski. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2019, 2020, 2021, 2022, & 2023.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$760 with the City of Fargo's share being \$130.

Sincerely,



Ben Hushka
City Assessor

hah
attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**
North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

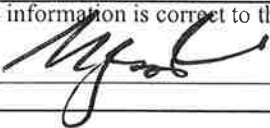
Property Identification

1. Name of Property Owner	Tyson Gonsorowski	Phone No.	218-371-1630
2. Address of Property	1530 4 Ave N		
City	FARGO	State	ND
Zip Code	58102		
3. Legal description of the property for which the exemption is being claimed.	Lot 8 Blk 10 Reeves		
4. Parcel Number	01-2340-00980-000	Residential <input checked="" type="checkbox"/>	Commercial <input type="checkbox"/>
		Central Business District	<input type="checkbox"/>
5. Mailing Address of Property Owner	same		
City		State	
Zip Code			


Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary).	RPLC FOOTINGS/FOUND/BSMT FL/INST EGRESS WDW		
7. Building Permit No.	180922	8. Year Built	1920
9. Date of Commencement of making the improvement	June 2018		
10. Estimated market value of property before improvement	\$	63,600	
11. Cost of making the improvement (all labor, material and overhead)	\$	47,400	BH
12. Estimated market value of property after improvement	\$	111,000	BH

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.		
Applicant's Signature 	Date	5-7-19

Assessor's Determination

14. The local assessor finds that the improvements in this application has <input checked="" type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s):	5 YEARS FOR QUALIFYING WORK	
Assessor's Signature 	Date	5/21/19

Action of Governing Body

15. Action taken on this application by local governing board of the county or city: Denied <input type="checkbox"/> Approved <input type="checkbox"/>		
Approval subject to the following conditions:		
Chairman of Governing Body	Date	

CITY OF
Fargo
ASSESSMENT DEPARTMENT

2b

May 20, 2019

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

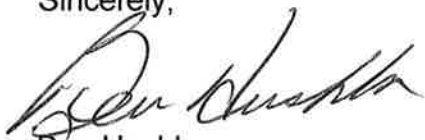
Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1517 12 St. S as submitted by Jacob Lunski. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2019, 2020, 2021, 2022, & 2023.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$115 with the City of Fargo's share being \$20.

Sincerely,



Ben Hushka
City Assessor

hah
attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**

North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1. Name of Property Owner Jacob Lunski Phone No. 701-330-7185
2. Address of Property 1517 12 St S
City FARGO State ND Zip Code 58103
3. Legal description of the property for which the exemption is being claimed. _____
Lt 2 Blk 2 Bylands Subd. Huntington Addn
4. Parcel Number 01-280-00260-000 Residential Commercial Central Business District
5. Mailing Address of Property Owner Same
City _____ State _____ Zip Code _____

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). REMODEL BASEMENT LEVEL
7. Building Permit No. 181396 8. Year Built 1953
9. Date of Commencement of making the improvement 11-1-18
10. Estimated market value of property before improvement \$ 186,000
11. Cost of making the improvement (all labor, material and overhead) \$ 30,000
12. Estimated market value of property after improvement \$ 194,800

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
Applicant's Signature Jacob Lunski Date 4-16-19

Assessor's Determination

14. The local assessor finds that the improvements in this application has has not met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK
Assessor's Signature [Signature] Date 5/21/19

Action of Governing Body

15. Action taken on this application by local governing board of the county or city: Denied Approved
Approval subject to the following conditions: _____
Chairman of Governing Body _____ Date _____

CITY OF
Fargo
ASSESSMENT DEPARTMENT

20

May 20, 2019

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

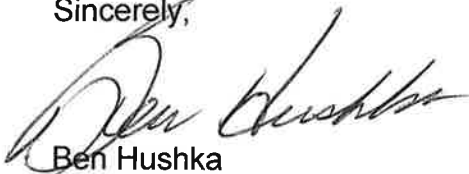
Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2301 Lilac Lane N as submitted by Andrew M. Schefter & Kaira L. Henze. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2020, 2021, 2022, 2023, & 2024.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$2845 with the City of Fargo's share being \$485.

Sincerely,



Ben Hushka
City Assessor

hah
attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**
North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1. Name of Property Owner Andrew Scheffer Phone No. 701-793-0105

2. Address of Property 2301 Lilac Lane N
City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed. Lot 6, Block 12, Woodcrest 2nd

4. Parcel Number 01-4050-00920-000 Residential Commercial Central Business District

5. Mailing Address of Property Owner 2301 Lilac Lane N
City Fargo State ND Zip Code 58102

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Adding 15'x21' addition with full basement below. New kitchen, new master bath, removing 1 bedroom on main level. Two new bedrooms in basement. New roof, soffits, & gutters.

7. Building Permit No. 1905-0050-REN 8. Year Built 1969

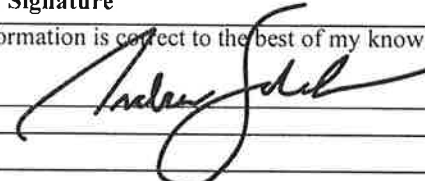
9. Date of Commencement of making the improvement 5/13/2019

10. Estimated market value of property before improvement \$ 273,000

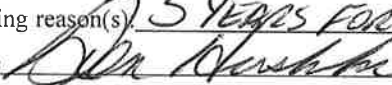
11. Cost of making the improvement (all labor, material and overhead) \$ 219,000

12. Estimated market value of property after improvement \$ 342,000

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
Applicant's Signature  Date 5/13/2019

Assessor's Determination

14. The local assessor finds that the improvements in this application has has not met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK
Assessor's Signature  Date 5/21/19

Action of Governing Body

15. Action taken on this application by local governing board of the county or city: Denied Approved
Approval subject to the following conditions: _____
Chairman of Governing Body _____ Date _____

39



Amended

GAMING SITE AUTHORIZATION
 OFFICE OF ATTORNEY GENERAL
 SFN 17998 (02/2018)

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

Full, Legal Name of Gaming Organization **Red River Human Services Foundation**

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

Name of Location The Northern			
Street 325 10th St. N.	City Fargo	ZIP Code 58102	County Cass
Beginning Date(s) Authorized 7/1/19	Ending Date(s) Authorized 6/30/20	Number of twenty-one tables if zero, enter "0": 3	
Specific location where games of chance will be conducted and played at the site (required) SW area of bombshelter - northern area of main bar/ Gaming area is the entire bar			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 6/3/2019
PRINT Name and official position of person signing on behalf of city/county above Steve Sprague/City Auditor	

INSTRUCTIONS:

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2. City/County-Return the **original** Site Authorization form to the Organization.
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RETURN ALL DOCUMENTS TO:

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

3b



GAMING SITE AUTHORIZATION
 OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)

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

Full, Legal Name of Gaming Organization **Fargo Metro Baseball Association**

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

Name of Location Empire Tavern			
Street 424 Broadway	City Fargo	ZIP Code 58102	County Cass
Beginning Date(s) Authorized 7/1/19	Ending Date(s) Authorized 6/30/20	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site (required) Northwest corner of bar area			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above Steve Sprague/City Auditor	6/3/2019

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GAMING SITE AUTHORIZATION
 OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)

3c

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

Full, Legal Name of Gaming Organization Prairie Public Broadcasting, Inc

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

Name of Location Bison Turf			
Street 1211 N University Dr	City Fargo	ZIP Code 58102	County Cass
Beginning Date(s) Authorized 7/1/19	Ending Date(s) Authorized 6/30/20	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) Entire facility, excluding the restrooms			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)	
Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)

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

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

APPROVALS	
Attorney General	Date
Signature of City/County Official	Date 6/3/2019
PRINT Name and official position of person signing on behalf of city/county above Steve Sprague/City Auditor	

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3c



GAMING SITE AUTHORIZATION
 OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)

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

Full, Legal Name of Gaming Organization **Prairie Public Broadcasting, Inc**

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

Name of Location Dempsey's			
Street 226 Broadway	City Fargo	ZIP Code 58102	County Cass
Beginning Date(s) Authorized 7/1/19	Ending Date(s) Authorized 6/30/20	Number of twenty-one tables if zero, enter "0": 2	
Specific location where games of chance will be conducted and played at the site (required) Entire facility, excluding the restrooms			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
	6/3/2019
PRINT Name and official position of person signing on behalf of city/county above Steve Sprague/City Auditor's	

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3c



GAMING SITE AUTHORIZATION
 OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)

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

Full, Legal Name of Gaming Organization **Prairie Public Broadcasting, Inc**

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

Name of Location Tailgator's			
Street 1322 Main Ave	City Fargo	ZIP Code 58102	County Cass
Beginning Date(s) Authorized 7/1/19		Ending Date(s) Authorized 6/30/20	Number of twenty-one tables if zero, enter "0": 1
Specific location where games of chance will be conducted and played at the site (required) Entire facility, excluding the restrooms			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above Steve Sprague/City Auditor	6/3/2019

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GAMING SITE AUTHORIZATION
 OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)

3d

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

Full, Legal Name of Gaming Organization **Horse Race North Dakota**

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

Name of Location Sickies Garage - Fargo			
Street 3431 Fiechtner Drive S	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized 7-1-19	Ending Date(s) Authorized 6-30-20	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site (required) Games will be conducted and played in the bar area, excluding restrooms			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above Steve Sprague/City Auditor	6/3/2019

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3d



GAMING SITE AUTHORIZATION
 OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)

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

Full, Legal Name of Gaming Organization **Horse Race North Dakota**

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

Name of Location Chub's Pub			
Street 421 N University Drive	City Fargo	ZIP Code 58102	County Cass
Beginning Date(s) Authorized 7-1-19		Ending Date(s) Authorized 6-30-20	
Specific location where games of chance will be conducted and played at the site (required)		Number of twenty-one tables if zero, enter "0": 0	
Games will be conducted and played in the bar area, excluding restrooms			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above Steve Sprague/City Auditor	6/3/2019

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GAMING SITE AUTHORIZATION
 OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)

3d

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

Full, Legal Name of Gaming Organization **Horse Race North Dakota**

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

Name of Location Labby's Bar & Grill			
Street 1100 19th Avenue North	City Fargo	ZIP Code 58102	County Cass
Beginning Date(s) Authorized 7-1-19	Ending Date(s) Authorized 6-30-20	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site (required) Games will be conducted and played in the bar area, excluding restrooms			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 6/3/2019
PRINT Name and official position of person signing on behalf of city/county above Steve Sprague/City Auditor	

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GAMING SITE AUTHORIZATION
 OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)

(3e)

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

Full, Legal Name of Gaming Organization ShareHouse Inc.

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

Name of Location <u>Alibis / Baymont Hotel</u>			
Street <u>1340 21st Ave. S.</u>	City <u>Fargo</u>	ZIP Code <u>58103</u>	County <u>Cass</u>
Beginning Date(s) Authorized <u>7-1-2019</u>	Ending Date(s) Authorized <u>6-30-2020</u>	Number of twenty-one tables if zero, enter "0": <u>5</u>	
Specific location where games of chance will be conducted and played at the site (required) <u>Conducted in south west bar area and played in entire bar area (excluding restrooms)</u>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above <u>Steve Sprague/City Auditor</u>	<u>6/3/2019</u>

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GAMING SITE AUTHORIZATION
 OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)

3e

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

Full, Legal Name of Gaming Organization ShareHouse Inc.

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

Name of Location <u>Bismarck Tavern</u>			
Street <u>522 Broadway</u>	City <u>Fargo</u>	ZIP Code <u>58107</u>	County <u>Cass</u>
Beginning Date(s) Authorized <u>7-1-2019</u>	Ending Date(s) Authorized <u>6-30-2020</u>	Number of twenty-one tables if zero, enter "0": <u>1</u>	
Specific location where games of chance will be conducted and played at the site (required) <u>Conducted in North East corner and west wall area and played in entire bar area (excluding restrooms)</u>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

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

APPROVALS

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PRINT Name and official position of person signing on behalf of city/county above <u>Steve Sprague/City Auditor</u>	<u>6/3/2019</u>

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GAMING SITE AUTHORIZATION
 OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)

3e

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

Full, Legal Name of Gaming Organization Sharehouse Inc.

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

Name of Location <u>Rick's Bar and Grill</u>			
Street <u>2721 Main Ave</u>	City <u>Fargo</u>	ZIP Code <u>58103</u>	County <u>Cass</u>
Beginning Date(s) Authorized <u>7-1-2019</u>	Ending Date(s) Authorized <u>6-30-2020</u>	Number of twenty-one tables if zero, enter "0": <u>1</u>	
Specific location where games of chance will be conducted and played at the site (required) <u>Central and South Bar area - conducted Played in entire bar area (excluding restrooms)</u>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above <u>Steve Sprague/City Auditor</u>	<u>6/3/2019</u>

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



GAMING SITE AUTHORIZATION
 OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)

3e

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

Full, Legal Name of Gaming Organization ShareHouse Inc.

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

Name of Location <u>The Round Up Saloon</u>			
Street <u>4501 Urban Plains Dr.</u>	City <u>Fargo</u>	ZIP Code <u>58104</u>	County <u>Cass</u>
Beginning Date(s) Authorized <u>7-1-2019</u>	Ending Date(s) Authorized <u>6-30-2020</u>	Number of twenty-one tables if zero, enter "0": <u>1</u>	
Specific location where games of chance will be conducted and played at the site (required) <u>Conducted along west and north walls and played in entire bar/patio area (excluding restrooms)</u>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above <u>Steve Sprague/City Auditor</u>	<u>6/3/2019</u>

INSTRUCTIONS:

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 Bismarck, ND 58505-0040
 Telephone: 701-328-2329 OR 800-326-9240



GAMING SITE AUTHORIZATION
 OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)

3e

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

Full, Legal Name of Gaming Organization ShareHouse Inc.

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

Name of Location <u>Woody's</u>			
Street <u>1550 32nd Ave S.</u>	City <u>Fargo</u>	ZIP Code <u>58103</u>	County <u>Cass</u>
Beginning Date(s) Authorized <u>7-1-2019</u>	Ending Date(s) Authorized <u>6-30-2020</u>	Number of twenty-one tables if zero, enter "0": <u>1</u>	
Specific location where games of chance will be conducted and played at the site (required) <u>Games conducted in North wall area and played in entire bar area (excluding restrooms)</u>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date <u>6/3/2019</u>
PRINT Name and official position of person signing on behalf of city/county above <u>Steve Sprague/City Auditor</u>	

INSTRUCTIONS:

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2. City/County-Return the **original** Site Authorization form to the Organization.
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RETURN ALL DOCUMENTS TO:

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

Amended (Location)



GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

38

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

Full, Legal Name of Gaming Organization
VFW Post 762

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

Name of Location VFW Club			
Street 202 Broadway	City Fargo	ZIP Code 58102	County Cass
Beginning Date(s) Authorized 7-1-2019	Ending Date(s) Authorized 6-30-2020	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site (required) main bar area excluding Bathrooms			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 05/20/2019
PRINT Name and official position of person signing on behalf of city/county above Steve Sprague/City Auditor	

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

49

CC
25.00
5/28/19



APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT
OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

Application for: Local Permit * Charity Local Permit (one event per year)

Name of Non-profit Organization United Way Of Cass-clay		Date(s) of Activity 6/14/2019 to 6/14/2019		For a raffle, provide drawing date(s): 6/17/19	
Person Responsible for the Gaming Operation and Disbursement of Net Income Erica Nygaard		Title Comm Manager		Business Phone Number (701) 237-5050	
Business Address 219 7th St. S		City Fargo		State ND	Zip Code 58107-1609
Mailing Address (if different) 219 7th St. S, Po Box 1609		City Fargo		State ND	Zip Code 58107-1609
Name of Site Where Game(s) will be Conducted Osgood Golf Course		Site Address 4400 Clubhouse Dr. S			
City Fargo		State ND	Zip Code	County	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit. <input type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input checked="" type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle Board	Fargo Experience	\$937.00	Raffle Board	Botox Pkg	\$900.00
Raffle Board	Jewelry Pkg	\$855.00	Raffle Board	Golf Outting Pk	\$947.00
Raffle Board	Spa Pkg	\$857.00			
Total:					(Limit \$12,000 per year) \$ 4,496.00

Intended uses of gaming proceeds: _____
 Proceeds from this event support United Way's work in BOLD Goal 2: Prepare Children to Succeed.

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

Has the organization received a charity local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," the organization does not qualify for a local permit or charity local permit.

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ 2267.00 . This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official <i>[Signature]</i>	Date 5/23/2019	Title Ceo & President	Business Phone Number (701) 237-5050
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4b

25.00
5/28/19



APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT
OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

Application for: Local Permit * Charity Local Permit (one event per year)

Name of Non-profit Organization	Date(s) of Activity		For a raffle, provide drawing date(s):	
River Keepers	to		6/17/2019	
Person Responsible for the Gaming Operation and Disbursement of Net Income	Title	Business Phone Number		
Christine Holland	Executive Dir	(701) 235-2895		
Business Address	City	State	Zip Code	
120 28th Ave. N., Ste. B.	Fargo	ND	58102-1334	
Mailing Address (if different)	City	State	Zip Code	
Name of Site Where Game(s) will be Conducted	Site Address			
Edgewood Golf Course	19 Golf Course Rd			
City	State	Zip Code	County	
Fargo	ND	58102-0000	Cass	
Check the Game(s) to be Conducted. *Poker, Twenty-one, and Paddlewheels may be conducted only by a Charity Local Permit.				
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *				

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
raffle	\$0/50	\$1,000.00			
Total:					\$ 1,000.00

(Limit \$12,000 per year)

Intended uses of gaming proceeds: River Keepers educational outreach

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

Has the organization received a charity local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," the organization does not qualify for a local permit or charity local permit.

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ 1,059.00 - This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
<i>Christine Holland</i>	5/28/2019	Executive Director	(701) 235-2895

4d

✓ 32680

25.00



APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT
 OFFICE OF ATTORNEY GENERAL
 SFN 9338 (08/2016)

Application for: Local Permit Charity Local Permit (one event per year)

Name of Non-profit Organization Tri-City Storm Soccer Club		Date(s) of Activity to 7/16/19		For a raffle, provide drawing date(s): 7/16/19	
Person Responsible for the Gaming Operation and Disbursement of Net Income John Ross		Title Exec Director		Business Phone Number 701-205-4543	
Business Address 2761 12th Ave S		City Fargo		State ND	Zip Code 58103
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted Tri-City Storm Soccer Club		Site Address 2761 12th Ave S			
City Fargo		State ND	Zip Code 58103	County Cass	
Check the Game(s) to be Conducted: *Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit. <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle	Cash	\$2,500
Raffle	Microsoft Surface Pro	\$699
Raffle	65" TV	\$650
Raffle	Keg Fridge	\$500
Raffle	TC Gift Card	\$500
Raffle	TC Gift Card	\$500
Raffle	Cash	\$500
Raffle	Kayak	\$400
Raffle	Google Home Max	\$399

Game Type	Description of Prize	Retail Value of Prize
Raffle	Dyson	\$350
Raffle	Cash	\$250
Raffle	Apple Air Pods	\$200
Raffle	Apple TV	\$129
Raffle	Beats Headphones	\$129
Raffle	Red Hawks Package	\$100
Raffle	Amazon GC	\$100
Raffle	Target GC	\$100
Raffle	BLW GC	\$100

\$ 8656⁰⁰ Total: (Limit \$12,000 per year) \$ see attached

Intended uses of gaming proceeds: Support programming and operational expenses

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

Has the organization received a charity local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," the organization does not qualify for a local permit or charity local permit.

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ _____. This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official 	Date 5/20/19	Title Executive Director	Business Phone Number 701-205-4543
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Game Type	Description of Prize	Retail Value of Prize
Raffle	Scheels GC	\$ 100.00
Raffle	Happy Harry's GC	\$ 100.00
Raffle	2 6' PUGG Goals	\$ 100.00
Raffle	Amazon GC	\$ 50.00
Raffle	Target GC	\$ 50.00
Raffle	BWW GC	\$ 50.00
Raffle	Scheels GC	\$ 50.00
Raffle	Happy Harry's GC	\$ 50.00
	Total from 1st Page:	\$ 8,106.00
	Total from this Page:	\$ 550.00
	Grand Total:	\$ 8,656.00



APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT
 OFFICE OF ATTORNEY GENERAL
 SFN 9338 (08/2016)

4e

25.00
 CC 5/30/19

Application for: Local Permit * Charity Local Permit (one event per year)

Name of Non-profit Organization Dakota Medical Foundation - Lend A Hand Up		Date(s) of Activity 6/20/2019 to 6/20/2019		For a raffle, provide drawing date(s): 6/20/2019	
Person Responsible for the Gaming Operation and Disbursement of Net Income Kristi Olson		Title City Of Fargo		Business Phone Number (701) 241-1545	
Business Address 225 4th St N		City Fargo		State ND	Zip Code 58102-xxxx
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted Oak Grove		Site Address 144 South Terrace N			
City Fargo		State ND	Zip Code 58102-xxxx	County Cass	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit. <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
50/50 Raffle	50% Prize	\$500.00			
Total:					(Limit \$12,000 per year) \$ 500.00

Intended uses of gaming proceeds: Proceeds to be donated to Lend A Hand Up to help families in medical crisis.

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

Has the organization received a charity local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," the organization does not qualify for a local permit or charity local permit.

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ 250.00. This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official <i>Kristi Olson</i>	Date 5/16/2019	Title Exec. Director	Business Phone Number (701) 271-0263
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5

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Vacation of Easement

Location: Drain #10 (4455 33 St N)

Date of Hearing: 5/28/2019

<u>Routing</u>	<u>Date</u>
City Commission	<u>6/3/2019</u>
PWPEC File	<u>X</u>
Project File	<u>Jody Bertrand</u>

The Committee reviewed a communication from Division Engineer, Jody Bertrand, regarding a request from Southeast Cass to release part of City levee easement on Drain #10, located on the property at 4455 33 St N along the west side of the drain.

Due to a drain failure along the east side of Drain #10 the expansion and flattening of the slopes to increase stability in the drain has caused the improvements to encroach in to the existing City Levee Easement on the west side. Southeast Cass is purchasing additional land and is obtaining easement rights over the existing easement areas to include the City Dike Easement. They have requested the City partially release the existing dike easement for the north portion.

On a motion by Steve Sprague, seconded by Ben Dow, the Committee voted to recommend approval of the partial release of easement.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the partial release of easement.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

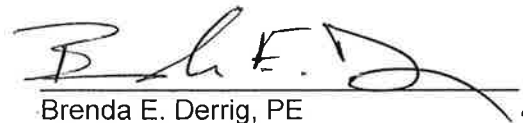
Developer meets City policy for payment of delinquent specials
 Agreement for payment of specials required of developer
 Letter of Credit required (per policy approved 5-28-13)

Yes	No
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Kent Costin, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


 Brenda E. Derrig, PE
 City Engineer

Memorandum

To: Members of PWPEC
From: Jody Bertrand, Division Engineer
Date: May 28, 2019
Re: Partial Release of Flood Protection Easement for Southeast Cass Drain #10 Repair

Background:

In October of 2018, Southeast Cass contacted the City for information on an existing easement on Drain #10, located on the property at 4455 33rd Street North along the west side of the drain. The City had previously obtained a 35' wide dike easement along Drain #10 to help with flood protection measures in the area.

Southeast Cass has a drain failure along the east side of Drain #10 north of the Border States drain failure from several years ago. The expansion and flattening of the slopes to increase stability in the drain causes the improvements to encroach into the existing City Levee Easement on the west side. Southeast Cass is purchasing additional land and is obtaining easement rights over the existing easement areas to include the City Dike Easement. They have requested the City partially release the existing dike easement obtained in June of 1999 for the north portion as described in the attached document. Southeast Cass will grant a new dike easement within the area they will be securing for City Flood Dike Protection requirements.

Attached is the Partial Release of Dike Agreement and Easement document along with an area map for the specific location.

Recommended Motion:

To approve the Partial Release of Dike Agreement and Easement for RLN Business Park 1st Addition.

JRB/klb
Attachment

C: Brenda Derrig

PARTIAL RELEASE OF DIKE AGREEMENT AND EASEMENT

THIS RELEASE is made this _____ day of _____, 2019, by and between the City of Fargo, North Dakota, a North Dakota municipal corporation (“Grantor”); and Robert L. Nelson, a single person, whose post office address is 4083 37th Street North, Fargo, North Dakota 58102; and County 20 Storage & Transfer, Inc., whose post office address is 4083 37th Street North, Fargo, North Dakota (collectively, “Grantee”).

RECITALS

A. Grantor and Grantee previously executed a DIKE AGREEMENT AND EASEMENT dated October 1, 1998, recorded in the office of the Cass County Recorder on June 7, 1999, at 8:00 a.m., as Document No. 933112 (the “Easement”).

B. Under the Easement, Grantee granted to Grantor the right to construct a dike to provide flood elevation protection for the benefit of Grantor, including an obligation by Grantee to maintain an elevation of 895.5 USGS elevation, over the following real property in Cass County, North Dakota:

All that part of Lots 1, 2, 3, 4, and 5, in Block 1, of RLN Business Park First Addition to the City of Fargo, Cass County, North Dakota, being a strip of land 35 feet wide lying West of and adjacent to the following described line: Commencing at the Southeast corner of Lot 1, in Block 1, of said RLN Business Park First Addition; thence S 89°49’30” W along the South line of said Lot 1 for a distance of 40.01 feet to the point of beginning; thence N 01°33’44” W parallel to the East line of said Block 1 for a distance of 1,691.42 feet; thence Northeasterly along a curve to the right (R – 420.00’, $\Delta = 48^{\circ}55’16”$) for an arc distance of 358.61 feet to a point on the East line of Lot 4 of said Block 1, and there terminating (including a portion of RLN Business Park Second Addition). Said tract contain 1.67 acres, more or less.

The property described above is the “Property.”

C. Grantor recently determined the Easement as to that portion of the Property described more fully below is no longer necessary for Grantor's purposes, and Grantor has agreed to release the Easement as to that portion of the Property described more fully below.

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

AGREEMENT

1. **Release of Easement.** Grantor releases, cancels, and terminates the DIKE AGREEMENT AND EASEMENT from Grantee dated October 1, 1998, recorded in the office of the Cass County Recorder on June 7, 1999, at 8:00 a.m., as Document No. 933112, including any rights and obligations under the Easement to construct a dike to provide flood elevation protection, to require Grantee to maintain an elevation of 895.5 USGS elevation on the Property, or any other rights acquired under the Easement or regarding the Property with respect to the following described tract or parcel in Cass County, North Dakota, described as follows:

A 35.00 foot wide strip in Lots 7 and 8, Block 1, RLN BUSINESS PARK SECOND ADDITION, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, the easterly line of said 35.00 foot wide strip is described as follows:

Commencing at the southeast corner of Lot 1, Block 1, RLN BUSINESS PARK FIRST ADDITION, according to the recorded plat thereof, on file and of record in the office of said Recorder; thence South 89 degrees 49 minutes 30 seconds West on a record bearing along the south line of said Lot 1 for a distance of 40.01 feet; thence North 01 degree 33 minutes 44 seconds West, parallel with the east line of Block 1, said RLN BUSINESS PARK FIRST ADDITION and parallel with the easterly line of Block 1, said RLN BUSINESS PARK SECOND ADDITION, for a distance of 1691.42 feet; thence 74.59 feet northerly, parallel with the easterly line of Block 1, said RLN BUSINESS PARK SECOND ADDITION, on a tangential curve concave to the east, having a radius of 420.00 feet and a central angle of 10 degrees 10 minutes 33 seconds to a point on the south line of said Lot 8, the point of beginning of said easterly line; thence continuing 284.02 feet northerly, parallel with the easterly line of said Block 1, on a tangential curve concave to the east, having a radius of 420.00 feet and a central angle of 38 degrees 44 minutes 43 seconds to the east line of said Lot 7 and said easterly line there terminates. The westerly sideline of said 35.00 foot wide strip is to be lengthened or shortened to terminate on the south line of said Lot 8 and on the east line of said Lot 7.

Containing 10,986 square feet, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

AND

A 35.00 foot wide strip in Lots 9 and 10, Block 1, RLN BUSINESS PARK SECOND ADDITION, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, the easterly line of said 35.00 foot wide strip is described as follows:

Commencing at the southeast corner of Lot 1, Block 1, RLN BUSINESS PARK FIRST ADDITION, according to the recorded plat thereof, on file and of record in the office of said Recorder; thence South 89 degrees 49 minutes 30 seconds West on a record bearing along the south line of said Lot 1 for a distance of 40.01 feet; thence North 01 degree 33 minutes 44 seconds West, parallel with the east line of Block 1, said RLN BUSINESS PARK FIRST ADDITION, for a distance of 1230.66 feet to a point on the south line of said Lot 10, the point of beginning of said easterly line; thence continuing North 01 degree 33 minutes 44 seconds West, parallel with the east line of Block 1, said RLN BUSINESS PARK SECOND ADDITION, for a distance of 460.76 feet; thence 74.59 feet northerly on a tangential curve concave to the east having a radius of 420.00 feet and a central angle of 10 degrees 10 minutes 33 seconds to the north line of said Lot 9 and said easterly line there terminates. The westerly sideline of said 35.00 foot wide strip is to be lengthened or shortened to terminate on the south line of said Lot 10 and on the north line of said Lot 9.

Containing 18,737 square feet, more or less, and is subject to all easements, restrictions, reservations and rights of way of record, if any.

The property described above is the "Released Property."

2. **Remainder of Easement.** The above described DIKE AGREEMENT AND EASEMENT dated October 1, 1998, shall remain in full force an effect with respect to that portion of the Property not located within the Released Property.

3. **Entire Agreement.** This Release constitutes the entire agreement between the parties regarding the Easement, and this Release supersedes all other previous oral or written agreements between the parties.

(Signatures found on the following pages.)

City Copy



933112

Page: 1 of 3

06/07/1999 08:00A

4940

CITY OF FARGO AUDITOR'S OFFICE AGREES 13.00

DIKE AGREEMENT AND EASEMENT

THIS AGREEMENT, made and entered into this 1st day of October, 1998, by and between Robert L. Nelson and Patty Nelson, husband and wife, hereinafter referred to as "Owner", and The City of Fargo, Cass County, North Dakota, a municipal corporation, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, the above-named Owner is the record owner of a tract of land located in RLN Business Park First Addition to the City of Fargo, Cass County, North Dakota, more particularly described as follows:

All that part of Lots 1, 2, 3, 4 and 5, in Block 1, of RLN Business Park First Addition to the City of Fargo, Cass County, North Dakota, being a strip of land 35 feet wide lying West of and adjacent to the following described line: Commencing at the Southeast corner of Lot 1, in Block 1, of said RLN Business Park First Addition; thence S 89°49'30" W along the South line of said Lot 1 for a distance of 40.01 feet to the point of beginning; thence N 01°33'44" W parallel to the East line of said Block 1 for a distance of 1,691.42 feet; thence Northeasterly along a curve to the right (R = 420.00', Δ = 48°55'16") for an arc distance of 358.61 feet to a point on the East line of Lot 4 of said Block 1, and there terminating. Said tract contains 1.67 acres, more or less.

WHEREAS, Owner, by execution of this agreement, is presently granting to City a permanent easement for a dike to provide flood elevation protection for the properties to be built in said addition; and,

WHEREAS, the parties agree that flood protection elevation shall be maintained across the lots in the addition and specifically those lots described hereinbefore at all times to an elevation of 895.5 USGS elevation; and,

WHEREAS, the parties wish to commit their agreement to writing;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, **IT IS HEREBY AGREED** as follows:



1. Owner hereby grants to City a permanent easement in the above-described property for a dike for flood control purposes as hereinafter set forth.

2. Owner agrees to maintain a minimum flood protective elevation of 895.5 USGS across the property described hereinbefore. The flood protection elevation shall be maintained at a minimum ten (10) foot wide strip of land across the entire lots and connecting to the flood protection elevation structures on adjacent lots.

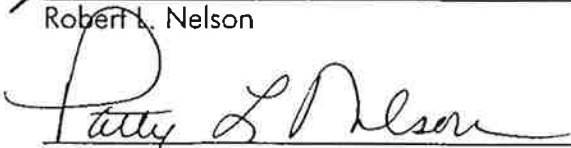
3. This agreement will be binding on the parties, their heirs, administrators, successors and assigns as the case may be.

WITNESSETH, the parties hereto have set their hands and seals the day and year first above written.

OWNER:

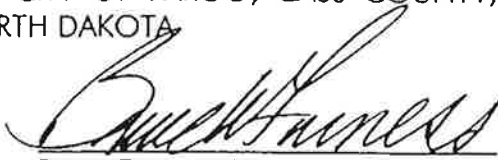


Robert L. Nelson

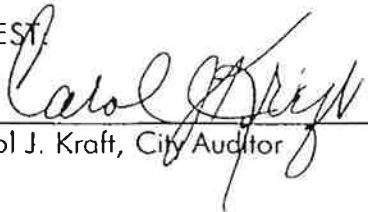


Patty Nelson

THE CITY OF FARGO, CASS COUNTY,
NORTH DAKOTA

By: 

Bruce Furness, Mayor

ATTEST:


Carol J. Kraft, City Auditor

6

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: License Agreement

Location: 3 Ave N & Broadway

Date of Hearing: 5/28/2019

<u>Routing</u>	<u>Date</u>
City Commission	<u>6/3/2019</u>
PWPEC File	<u>X</u>
Project File	<u>Steve Sprague</u>

The Committee reviewed correspondence from City Auditor, Steve Sprague, regarding a Parklet License Agreement with the Downtown Community Partnership (DCP) for improvements to the planter bed area at the westerly corner of Broadway and 3rd Ave N.

The DCP would like to repurpose the area at the corner of Broadway and 3rd Ave N and develop a parklet for public use. Staff is recommending approval of the License Agreement.

On a motion by Tim Mahoney, seconded by Bruce Grubb, the Committee voted to recommend approval of the License Agreement for the parklet at 3rd Ave N and Broadway.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the License Agreement with the DCP for the parklet at 3rd Ave N and Broadway.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: None


Developer meets City policy for payment of delinquent specials
 Agreement for payment of specials required of developer
 Letter of Credit required (per policy approved 5-28-13)

Yes	No
<u> </u>	<u> </u>
	N/A
<u> </u>	<u> </u>
	N/A
<u> </u>	<u> </u>
	N/A

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Kent Costin, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:



 Brenda E. Derrig, P.E.
 City Engineer



Memorandum

To: Members of PWPEC
From: Steven Sprague, City Auditor
CC: Melissa Rademacher, DCP
Date: May 21, 2019
Re: DCP Parklet License Agreement

The Downtown Community Partnership (DCP) wishes to improve the planter bed area at the westerly corner of Broadway and 3rd Avenue North. The planter bed in this area has not had a working irrigation system for quite some time, without a functioning irrigation system it has proven very difficult to maintain a vibrant planter bed. Numerous discussions have been held to find a way to repurpose the area. Many cities have established gathering areas known as parklets in similar situations. The DCP wishes to establish a parklet in this area.

The DCP presented this concept at the Downtown Task Force meeting, subsequent discussions led to the preparation of the license agreement attached. City concerns were addressed in the license agreement and the DCP board has approved the license agreement.

The request is to approve the license agreement between the City of Fargo and The Downtown Community Partnership and forward the agreement to the City Commission for approval.

Recommended Motion:

Approve the license agreement for the parklet at 3rd Ave North & Broadway and forward to the City Commission for approval.

Attachment

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made as of this 20 day of May, 2019 (the "Effective Date"), by and between the City of Fargo, a North Dakota municipal corporation (City) and Downtown Community Partnership, a North Dakota Corporation, d.b.a. Downtown Community Partnership, (DCP) 207 4th Street N, Fargo, ND 58102.

WHEREAS, City has right of way interests in the westerly corner of Broadway and 3rd Avenue North; and

WHEREAS, City has general control of all public ways within its boundaries, including but not limited to the extended sidewalk; and

WHEREAS, City has the authority to regulate the design, use and activities on certain portions of the city right of way between sidewalk and the curb; and

WHEREAS, DCP wishes to improve the sidewalk area between Broadway and 3rd Avenue North to be used for a public gathering area ("Parklet"); and

WHEREAS, DCP has requested permission to install a planter bed, picnic tables and benches located on the west corner of Broadway and 3rd Avenue North ("Space"), as shown on Exhibit A attached hereto; and

WHEREAS, City wishes to grant to DCP a license to temporarily use the Space for a Parklet, as further described in this Agreement, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises made herein, City and DCP agree as follows:

1. Grant of license.

City hereby grants DCP an exclusive, non-transferable license to enter upon and use the Space to create a Parklet and provide a public gathering area. DCP shall make no other use of the Space without first obtaining the written permission of City. This license gives DCP the right to redesign the planter bed and transform it into a gathering space or Parklet. These rights are inferior to the City's right of entry. DCP shall present evidence of notification of adjacent property owners of its intended use of the Space, and that no objection to such use has been made.

2. Right of entry.

City shall retain the right to enter upon, inspect, maintain, or repair the Space at all times during the term of this License Agreement. If the City determines in its sole discretion that it needs to enter the Space for any reason, DCP, at its expense, shall dismantle any and all improvements it has added to the Space as is necessary for the City to complete its work.

In the event of an emergency, City may dismantle the Parklet or remove any of the improvements comprising the Parklet from the Space if City determines in its sole discretion that such action is necessary to address the emergency situation, without notice to DCP. City shall not be liable for any damage to the Parklet should such an emergency situation occur. DCP agrees to pay City cost of dismantling the improvements, should such action be undertaken by City.

3. City Ordinances.

DCP acknowledges that all city ordinances shall apply to the Parklet. This includes but is not limited to the alcohol ordinances, public performance ordinances, smoking ordinances and the noise ordinances. DCP shall be allowed to place chairs, planters and other seating arrangements and tables in conformance with MUTCD and Americans with Disability Act (ADA) standards.

4. Design of Parklet.

The Parklet shall be designed to fit within the existing planter bed. The Parklet shall have multiple raised planters along Broadway along with planter pots to provide a barrier between vehicles and pedestrians. The planters shall be placed in consultation with the City Public Works Department, at least 2 feet from the back of the existing curb. The Parklet shall also contain other seating with tables or benches, providing ADA access to such improvements.

5. Maintenance of Parklet.

DCP shall keep the Space, all elements of the Parklet clean and in good repair at DCP's sole expense. DCP shall remove all garbage, leaves, etc. from around and under the Parklet on a regular basis but not less than once per week. Should vandalism, graffiti or other damage occur to the improvements, DCP agrees to immediately remove or repair the improvements. No signs or advertisement may be placed on the property.

At the termination of this Agreement, DCP shall restore the Space to the condition it was in immediately prior to this Agreement. In the event the Space is damaged, DCP at its sole expense shall repair or restore the Space, as deemed necessary or prudent by the City.

6. Term and termination.

The license granted herein begins on the Effective Date of this Agreement and terminates on December 31, 2020, unless extended beyond the original date in writing, or terminated earlier in accordance with this paragraph. DCP shall return the Space to its original condition on the termination date. This includes removing the items from the Parklet and any other items installed in conjunction with the Parklet.

Notwithstanding the foregoing, the City shall have the right, in its sole discretion, to revoke or suspend the license granted under this Agreement at such times as the City deems necessary or appropriate. Should the City revoke or suspend this license, DCP shall have 48 hours to remove the Parklet and all accompanying items.

7. Indemnification.

DCP shall indemnify and hold the City, its officers, agents, employees, servants, and contractors harmless against any claim of liability or loss from personal injury or property damage resulting from negligence or willful misconduct by DCP, its officers, agents, employees, servants or contractors.

8. Insurance.

(a) DCP shall obtain and maintain during the term of this Agreement a policy of commercial general liability insurance with bodily injury limits of \$1,000,000.00 for injury or death to one person, \$2,000,000.00 per occurrence, and property damage insurance with a limit of \$1,000,000.00, with the City named as an additional insured consistent with the additional insured status.

(1) DCP may satisfy the limits required in this section with the combination of primary and excess/umbrella liability insurance policies naming the City as additional insured.

(2) DCP shall provide the City with a certificate of insurance and appropriate endorsements showing the City named as an additional insured on said commercial general liability policy, automobile policies, excess/umbrella policies and any related coverages.

9. Governing Law.

This Agreement shall be governed by the laws of the State of North Dakota, and the parties agree that the venue for the resolution of any disputes will be in the courts of the State of North Dakota.

10. Severability.

If any term or provision of this Agreement is determined by a court to be invalid or unenforceable, such finding will not affect the remaining terms and provisions of this Agreement, which shall remain in full force and effect.

11. Modification.

This Agreement may not be waived, modified or amended, unless in writing signed by both parties hereto.

12. Assignment

DCP shall not make any assignment or transfer of any of its rights, obligations or duties to a third party without the express written permission of City.


CITY OF FARGO, NORTH DAKOTA

By: _____
Dr. Timothy J. Mahoney, M.D., Mayor

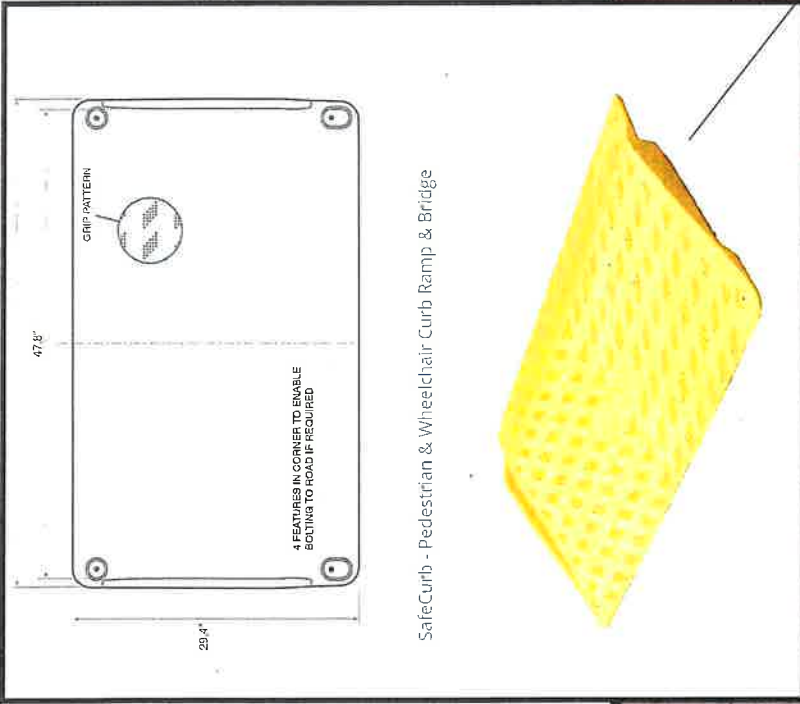
ATTEST:

Steve Sprague, City Auditor

Downtown Community Partnership

By: 
Melissa Rademacher

Its: President / CEO
Downtown Comm. Partnership

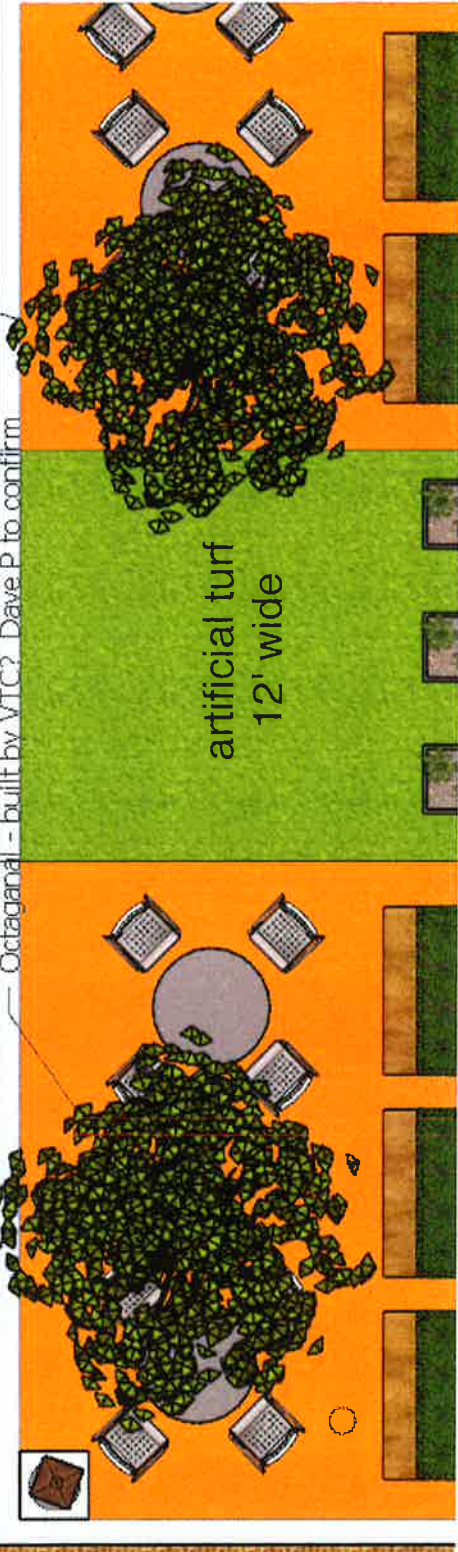


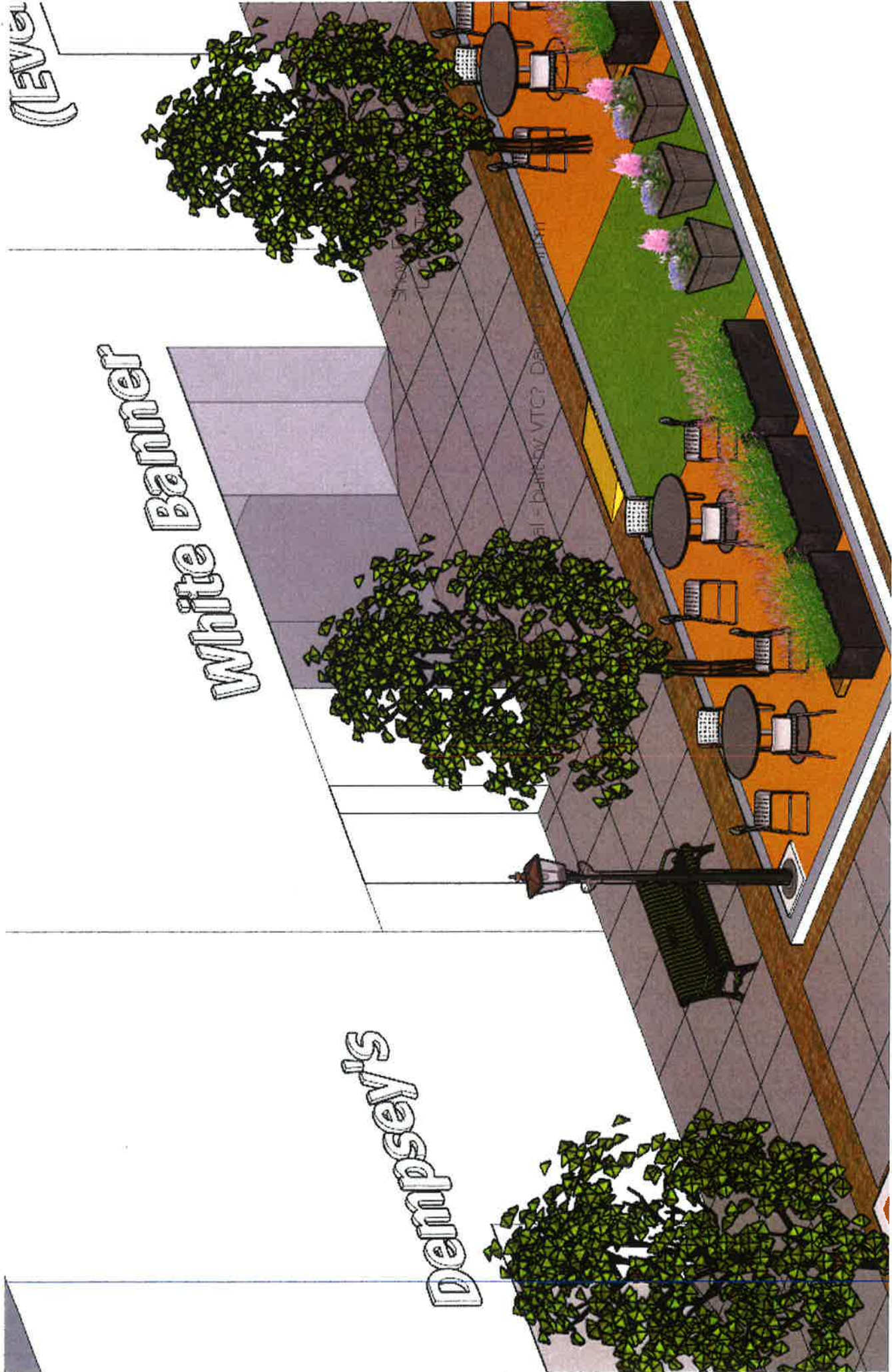
SafeCurb - Pedestrian & Wheelchair Curb Ramp & Bridge

- Show Existing
- Locate Trash



Octagonal - built by VTC? Dave P. to confirm





(Level)

White Banner

Dempsey's

Downtown Fargo Parklet Pilot Program

May 2019



About Parklets

A parklet is a temporary space in the public right-of-way dedicated for public use. It is an expansion of the existing sidewalk designed for the public to relax and enjoy the urban environment. Parklets are an innovative and cost effective way to add public gathering space to an underutilized area.

Parklets provide amenities like seating, plantings, public art and entertainment.

Purpose

The parklet pilot program is to enable and empower the Downtown community to enhance the pedestrian friendliness of their street, encourage people's engagement with the urban environment with the overall goal of making the City more livable, walkable, and beautiful. This program is a step towards the enhancement of the public realm and is also recommended in the Downtown Master Plan.

Parklet Benefits

Transform underutilized street space into vibrant public space while supporting local business communities by activating community corridors.

Foster community interaction and social engagement

Empower more groups and entities to provide pedestrian enhancements that contribute to livability

Attract pedestrians

Roles & Responsibilities

Downtown Community Partnership (DCP)

-Agreement with the City

-Insurance

Business Improvement District (BID)

-Build & Maintain

-Funding

Tables and chairs, Pots, Planters & Decking with ramp

-Responsible for off season storage

Fargo Parks

-Water plants

Proposed Site, Design and ADA Accessibility (planogram attached)

Designing a parklet is an iterative and collaborative process between the community, the City (Engineering & Planning), DCP, Fargo Parks and the BID. Multiple versions of the proposed parklet were discussed, designed and carefully crafted. Materials used are local and sustainable, slip resistant. Seating features encourage gathering, rest and enjoyment of the public space.

Plants will be integrated into the enclosure creating a beautiful buffer.

This parklet is temporary and will be deployed in the spring and removed in the late fall.

Implementation, Timeline & Letter

The relationship with the fronting business is key for a successful parklet season

Attachments



Planter with a bottom and bench in cedar wood measuring 60" (L) x 30" (H) x 20" (W): **6 planters**



Trendspot 20 in. Blue Ceramic Bayshore Square Pot
Model: CP20026-030

ADA Hex Recycled Plastic Picnic Table - 46", Cedar



Virtually maintenance free! Recommended for warehouse patios, campgrounds, schools and parks.

- Accommodates 1 wheelchair and 4 adults.
- 100% recycled UV-protected plastic won't rot, splinter or crack. Withstands harsh weather.
- Natural-looking wood material never needs sanding, sealing, painting or staining.
- Durable 2" thick planks predrilled for easy assembly.
- [Mounting Hardware](#) sold separately.



From: Melissa Rademacher, President/CEO Downtown Community Partnership

To: Dempsey's Public House and Everett's Barbershop

Subject: Activation and Improvement of Public Space

Date: 21 May 2019

1. The Downtown Community Partnership (DCP) in coordination and cooperation with the City of Fargo and the Fargo Business Improvement District (BID) are working towards the activation of the west side planter bed space on the 300 block of Broadway.
2. This process will involve adding benches, tables, and plantings to this area. In addition, turf and mulch be used to ensure this area meets ADA accessibility requirements.
3. The intent of this project is to activate this unused space and will serve as a pilot program for the improvement of other similar areas throughout Downtown Fargo.
4. A similar project in this same space was initiated last year and was well received from both pedestrians and business patrons.
5. In keeping with their mission, the BID will ensure this area remains debris and graffiti free as well as enforce the trespass ordinance so everyone can enjoy this space in a responsible and safe manner.
6. In the area provided below, please acknowledge you have received this memorandum and as always, please contact The DCP or BID if you have any questions or concerns. Thank you for your continued support.

A handwritten signature in black ink, appearing to read "Melissa Rademacher".

Melissa Rademacher
President & CEO
Downtown Community Partnership

I acknowledge receipt of this memorandum in regards to the improvement and activation of the public space as mentioned above.

Dempsey's Public House

A handwritten signature in black ink, followed by a horizontal line and the text "Signature and Date".

Everett's Barbershop

A handwritten signature in black ink, followed by a horizontal line and the text "Signature and Date".

7

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: License Agreement

Location: 13 8 St S

Date of Hearing: 5/28/2019

<u>Routing</u>	<u>Date</u>
City Commission	<u>6/3/2019</u>
PWPEC File	<u>X</u>
Project File	<u>Kristy Schmidt</u>

The Committee reviewed correspondence from Civil Engineer, Kristy Schmidt, regarding a Parklet License Agreement with Nichole's Fine Pastry for their previously approved Dining Encroachment.

Since the Dining Encroachment is not continuous with the building it does not technically meet the Dining Encroachment Ordinance. Staff recommended that this be treated as a parklet and a License Agreement be entered into between the City of Fargo and Nichole's Fine Pastry.

Staff is recommending approval of the License Agreement.

On a motion by Nicole Crutchfield, seconded by Bruce Grubb, the Committee voted to recommend approval of the License Agreement for the parklet at 13 8 St S.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the License Agreement with Nichole's Fine Pastry for the parklet at 13 8 St S.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: None

Developer meets City policy for payment of delinquent specials
 Agreement for payment of specials required of developer
 Letter of Credit required (per policy approved 5-28-13)

<u>Yes</u>	<u>No</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>

COMMITTEE

- Tim Mahoney, Mayor
- Nicole Crutchfield, Director of Planning
- Steve Dirksen, Fire Chief
- Bruce Grubb, City Administrator
- Ben Dow, Director of Operations
- Steve Sprague, City Auditor
- Brenda Derrig, City Engineer
- Kent Costin, Finance Director

Present	Yes	No	Unanimous
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Kristy Schmidt, Project Engineer *KLS*
Date: May 28, 2019
Re: Nichole's Fine Pastry - 13 8th Street South

Background:

Nichole Hensen, of Nichole's Fine Pastry, has submitted an application to continue the use a portion of the boulevard for a dining encroachment. Nichole has been using this area as a dining area in a previously approved Dining Encroachment. Since it is not continuous with the building, it does not meet the Dining Encroachment Ordinance. Staff recommended to the Owner that this area be treated like a parklet that would require a License Agreement between the City of Fargo and Nicholes's Fine Pastry. All materials will be removed during inclement weather, similar to a dining encroachment. There will be no impact to pedestrian walkway or vehicle parking with her proposal of chairs, tables, fencing, and planters.

Staff is recommending to approve the License Agreement between the City of Fargo and Nichole's Fine Pastry and forward the agreement to the City Commission for approval.

Recommended Motion:

Approve the license agreement for the parklet 13 8th Street S.

KLS/klb
Attachment

C: Nichole Hensen, Nichole's Fine Pastry

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made as of this 28 day of May, 2019 (the "Effective Date"), by and between the City of Fargo, a North Dakota municipal corporation (City) and Nichole's Fine Pastry, LLC, a North Dakota Limited Liability Partnership ("Nichole's Fine Pastry"), 13 8th Street South, Fargo, ND 58107.

WHEREAS, City has right of way interests in 8th St South, a public street; and

WHEREAS, City has general control of all public ways within its boundaries, including but not limited to 8th Street South; and

WHEREAS, City has the authority to regulate the design, use and activities on certain portions of 8th Street South between the sidewalk and the curb; and

WHEREAS, City seeks to implement a pilot project wherein the area located adjacent to 8th Street and the traveled sidewalk (with appropriate improvements) will be used for a public (Parklet); and

WHEREAS, Nichole's Fine Pastry has requested permission to install a Parklet in the boulevard space between the parking lane and the pedestrian travel path located on 8th Street South immediately adjacent to Nichole's Fine Pastry(Space), as shown on Exhibit A attached hereto; and

WHEREAS, the City wishes to grant to Nichole's Fine Pastry a license to temporarily use the Space for a Parklet, as further described in this Agreement, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises made herein, the City and Nichole's Fine Pastry agree as follows:

1. Grant of license.

The City hereby grants Nichole's Fine Pastry an exclusive, non-transferable license to enter upon and use the Space to create a Parklet and provide a dining space. Nichole's Fine Pastry shall make no other use of the Space without first obtaining the written permission of City. This License gives Nichole's Fine Pastry the right to add dining tables and planters, and transform the Space into Parklet. These rights are inferior to the City's right of entry.

2. Right of entry.

The City shall retain the right to enter upon, inspect, maintain, or repair the Space at all times during the term of this License Agreement. If the City determines in its sole discretion that it needs to enter the Space for any reason, Nichole's Fine Pastry, at its expense, shall dismantle any and all improvements it has added to the Space as is necessary for the City to complete its work. In the event of an emergency as determined by City in its sole discretion, City may dismantle the Parklet or remove any of the improvements comprising the Parklet from the Space. The City shall not be liable for any damage to the Parklet should such an emergency situation occur.

3. City Ordinances.

Nichole's Fine Pastry acknowledges that all city ordinances shall apply to the Parklet. This includes, but is not limited to, alcohol ordinances, public performance ordinances, smoking ordinances and noise ordinances. No alcohol shall be permitted to be removed from the licenses premises, and shall not be permitted in the Parklet Space. Nichole's Fine Pastry shall be allowed to place chairs, planters and other seating arrangements and tables as it deems necessary within the boulevard in such a manner as to not impede the pedestrian pathway or parking.

4. Design of Parklet.

The Parklet shall be designed to fit between the pedestrian pathway and the parked vehicles. It is the intention of Nichole's Fine Pastry to make the space function as a dining area. The Parklet shall have multiple raised planters along 8th Street South, along with planter pots, to provide a barrier between vehicles and pedestrians. The planters shall be placed in consultation with the City Public Works Department. The Parklet shall also contain other seating with tables or benches.

5. Maintenance of Parklet.

Nichole's Fine Pastry shall keep the Space, including all elements of the Parklet, clean and in good repair at Nichole's Fine Pastry's sole expense. Nichole's Fine Pastry shall remove all garbage, leaves, etc. from, around and under the Parklet at least once per week, and more as necessary. At the termination of this License, Nichole's Fine Pastry shall restore the Space to the condition it was in immediately prior to this License. In the event the Space is damaged, Nichole's Fine Pastry, at its sole expense, shall repair or restore the Space, as deemed necessary or prudent by the City.

6. Term and termination.

The license granted herein begins on the Effective Date of this License, and terminates on December 31, 2020, unless extended in writing by mutual agreement, or terminated in accordance with this paragraph. Nichole's Fine Pastry shall return the Space to its original condition on the termination date. This includes removing the items from the Parklet and any other items installed in conjunction with the Parklet. Notwithstanding the foregoing, the City shall have the right, in its sole discretion, to revoke or suspend the License granted at such times as the City deems necessary or appropriate. Should the City revoke or suspend this license, Nichole's Fine Pastry shall have 48 hours to remove the Parklet and all accompanying items.

7. Indemnification.

Nichole's Fine Pastry shall indemnify and hold the City, its officers, agents, employees, servants, and contractors harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and/or occupancy of the Parklet or the Space, or negligent or willful misconduct by Nichole's Fine Pastry, its officers, agents, employees, servants or contractors.

8. Insurance.

(a) Nichole's Fine Pastry shall obtain and maintain during the term of this Agreement a policy of commercial general liability insurance with bodily injury limits of \$1,000,000.00 for injury or death to one person, \$2,000,000.00 per occurrence, and property damage insurance with a limit of \$1,000,000.00, with the City named as an additional insured consistent with the additional insured status.

(1) Nichole's Fine Pastry may satisfy the limits required in this section with the combination of primary and excess/umbrella liability insurance policies naming the City as additional insured.

(2) Nichole's Fine Pastry shall provide the City with a certificate of insurance and appropriate endorsements showing the City named as an additional insured on said commercial general liability policy, excess/umbrella policies and any related coverages.

9. Governing Law.

This Agreement shall be governed by the laws of the State of North Dakota, and the parties agree that the venue for the resolution of any disputes will be in the courts of the State of North Dakota.

10. Severability.

If any term or provision of this Agreement is determined by a court to be invalid or unenforceable, such finding will not affect the remaining terms and provisions of this Agreement, which shall remain in full force and effect.

11. Modification.

This Agreement may not be waived, modified or amended, unless in writing signed by both parties hereto.

12. Assignment

Nichole's Fine Pastry shall not make any assignment or transfer of any of its rights, obligations or duties to a third party without the express written permission of the City.

WITNESS our hands and seals the day and year first above written.

CITY OF FARGO, NORTH DAKOTA

By: _____
Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steve Sprague, City Auditor

Nichole's Fine Pastry, LLC

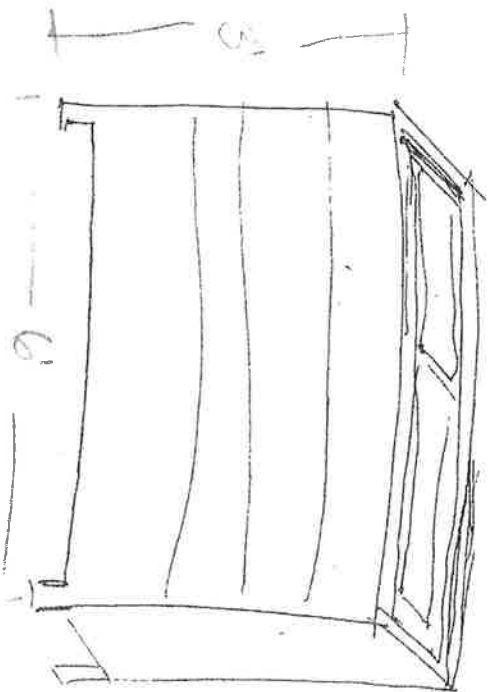
By: Nichole Hensen
Nichole Hensen

Its: _____

alley

13 8th St. S

8th Street South



approx. 12' wide



View from the south



Tables and chairs used




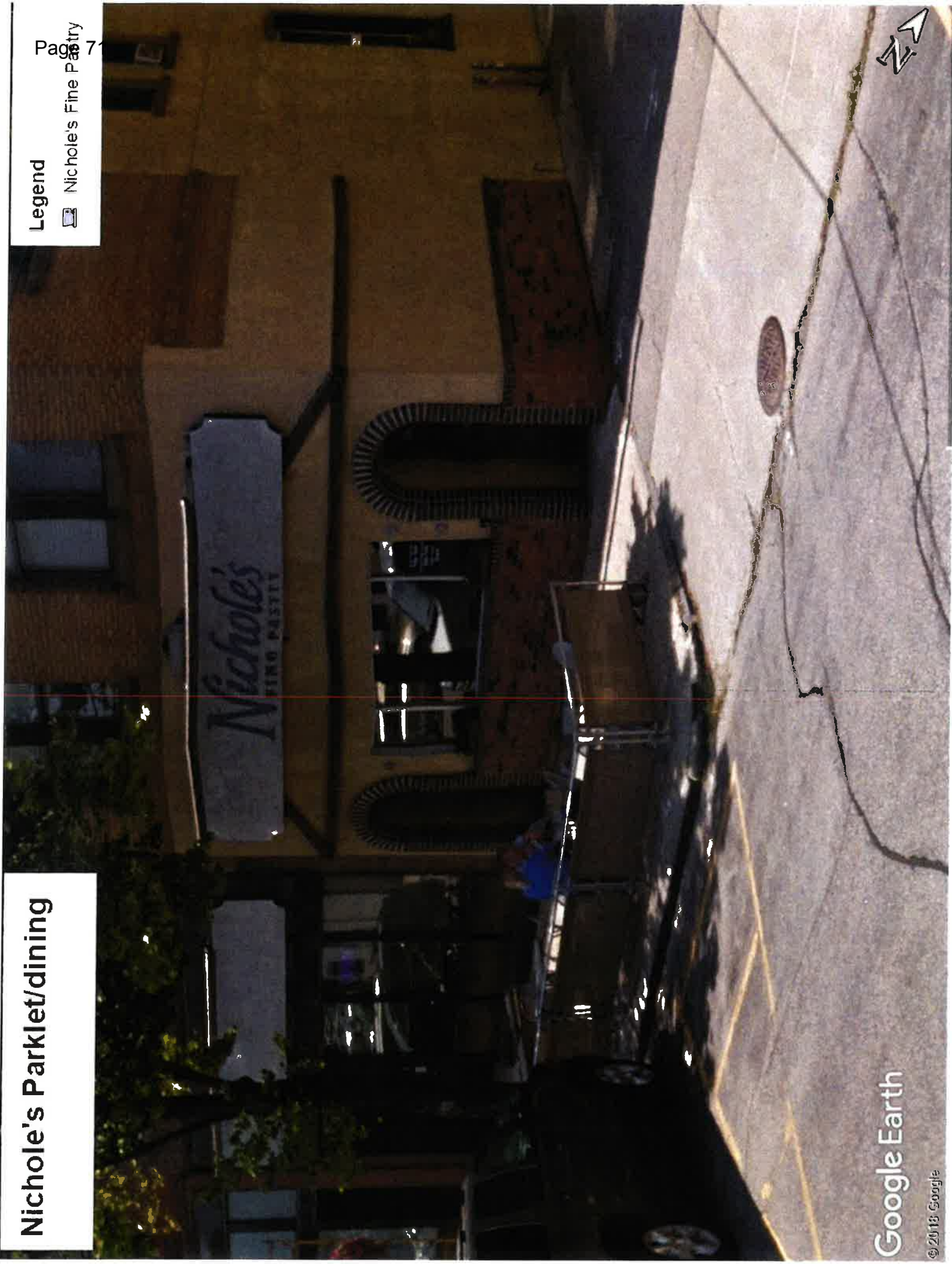
new planer



Nichole's Parklet/dining

Legend

-  Nichole's Fine Pastry



(8)

May 28, 2019

Board of City Commissioners
City of Fargo
225 4th Street North
Fargo, ND 58102

**Re: Memorandum of Offer to Landowner
Permanent Easement (Street and Utility) - Project #PN-18-B1**

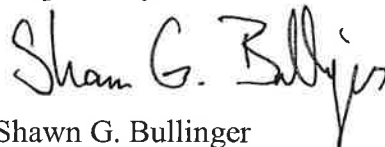
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a permanent easement in association with Project #PN-18-B1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a permanent easement from **Matrix Properties Corporation** in association with Project #PN-18-B1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed originals.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Nancy J. Morris

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project PN-18-B1	County Cass	Parcel(s) 01-3500-05185-004
Landowner Matrix Properties Corporation		
Mailing Address 3050 Sienna Dr S, Suite 101, Fargo, ND 58104		

The following-described real property and/or related temporary easement areas are being acquired for project purposes:

See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 5,742.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	
Easement and Access Control	\$	<u>5,742.00</u>
Improvements on Right of Way*	\$	
Damages to Remainder	\$	
Total Offer	\$	<u>5,742.00</u>

*Description of Damages to Remainder are as follows:

[Empty box for description of damages to remainder]

MATRIX Properties Corporation

By: *[Handwritten Signature]*

Owner Signature
Signature hereby constitutes acceptance of offer as presented above.

Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo

Fargo City Commission has considered the offer and approves the same:

Timothy J. Mahoney

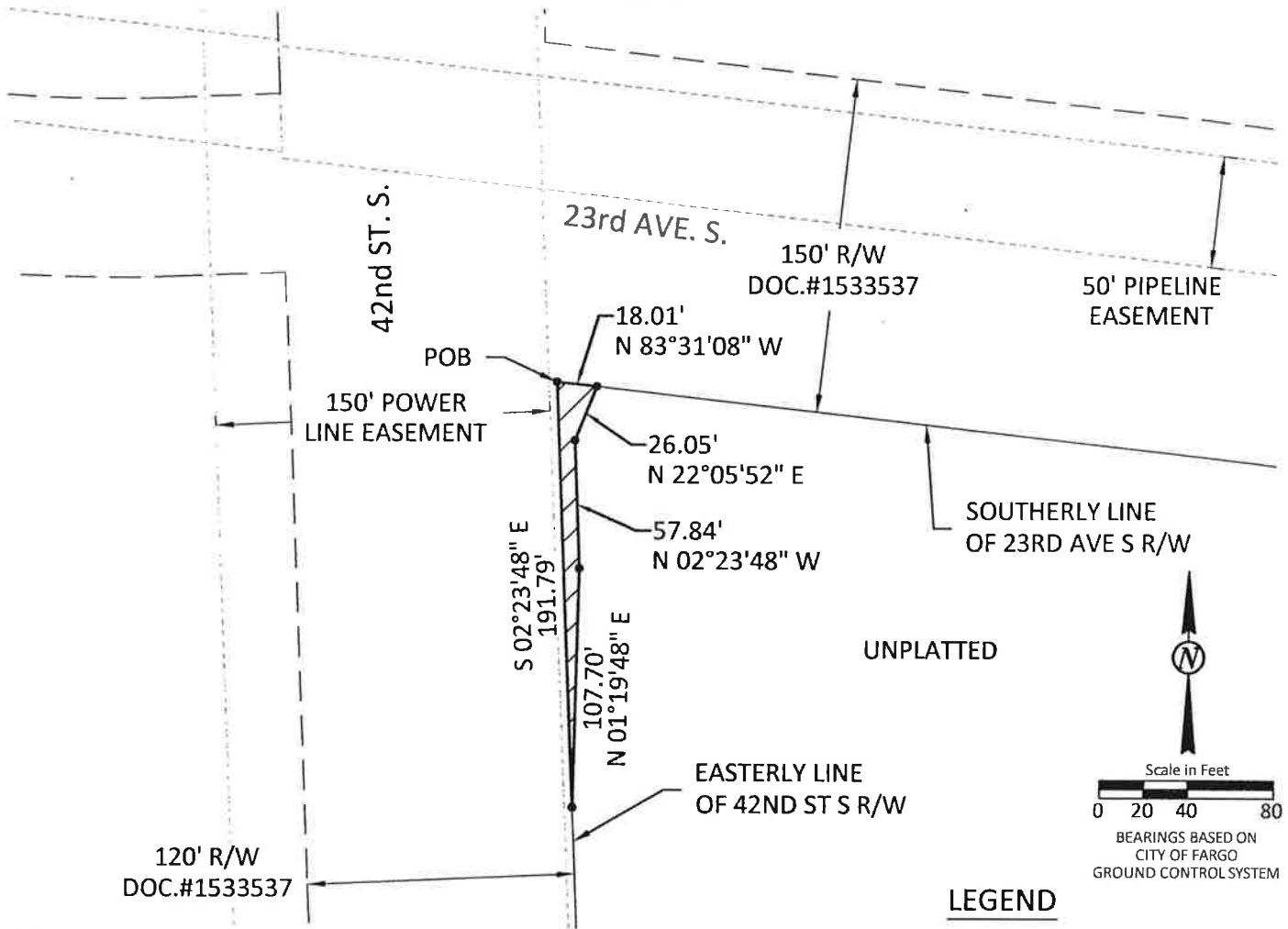
MAYOR

SIGNATURE

DATE



EXHIBIT A



Description:




A tract of land over, under and across the unplatted part of the Northeast Quarter of Section 22, Township 139 North, Range 49 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota described as follows:

Beginning at the southeast corner of the 23rd AVE. S. and 42nd ST. S. intersection, as dedicated in INTERSTATE BUSINESS PARK ADDITION to the City of Fargo on record as document 1533537 at the Cass County Recorder's Office, thence South 02°23'48" East, along the easterly right of way line of said 42nd ST. S., a distance of 191.79 feet; thence North 01°19'48" East a distance of 107.70 feet; thence North 02°23'48" West a distance of 57.84 feet; thence North 22°05'52" East a distance of 26.05 feet to the southerly right of way line of said 23rd AVE. S.; thence North 83°31'08" West, along the southerly right of way line of said 23rd AVE. S., a distance of 18.01 feet to the point of beginning.

Said tract contains 1100 square feet, more or less.



LEGEND

-  PERMANENT EASEMENT
-  EXISTING BOUNDARY
-  EASEMENT PI



PERMANENT EASEMENT

A TRACT OF LAND IN SECTION 22, T. 139 N., R. 49 W., FIFTH P.M.,
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

ENGINEERING DEPT.	DRAWN BY: JWZ	APPROVED BY: BWW	DATE: APRIL 17, 2019	SHEET 1 OF 1
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May 20, 2019

9

Board of City Commissioners
City of Fargo
225 4th Street North
Fargo, ND 58102

**Re: Memorandum of Offer to Landowner
Permanent Easement (Storm Sewer) - Project #UR-19-A1**

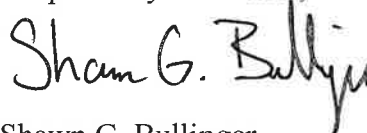
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a permanent easement in association with Project #UR-19-A1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a permanent easement from **Breten and Vesna Fredrickson** in association with Project #UR-19-A1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed originals.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Roger E. Kluck
Nancy J. Morris

PERMANENT EASEMENT
(Storm Sewer)

KNOW ALL MEN BY THESE PRESENTS that **BRETEN AND VESNA FREDRICKSON**, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of constructing, operating, maintaining and repairing a storm sewer, together with the customary appurtenances, said tract being more particularly described as follows:

A 35.00 foot wide strip of land over, under and across a Tract in the Northeast Quarter of Section 1, Township 139 North, Range 49 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota described as follows:

The northeasterly 35.00 feet of a Tract described in Quit Claim Deed Document 1373586 on record at the Cass County Recorder's Office as:

Lot One, except the Southerly 200.00 feet thereof, in Block Three, of Bower's Addition to the City of Fargo, Cass County, North Dakota; AND That part of Auditor's Lot Six of the Northeast Quarter of Section One, Township One Hundred Thirty-nine North of Range Forty-nine West of the Fifth Principal Meridian, in the City of Fargo, Cass County, North Dakota, described as follows: Beginning at the Northwest corner of said Auditor's Lot Six, said point also being on the Southerly right-of-way line of the Burlington Northern Railroad; thence South 62°08'08" East (assumed bearing), along the Southerly right-of-way line of said Burlington Northern Railroad and the Northerly line of said Auditor's Lot Six, for a distance of 169.12 feet; thence South 00°10'48" West, parallel with the Easterly right-of-way line of 17th Street North, for a distance of 219.28 feet to a

point, said point being located 200.00 feet Northerly of the Southerly line of said Auditor's Lot Six; thence South 90°00;00" West, parallel with and 200.00 feet Northerly of the Southerly line of said Auditor's Lot Six, for a distance of 261.25 feet to a point of intersection with the Westerly line of said Auditor's Lot Six; thence North 20°39'00" East, along the Westerly line of said Auditor's Lot Six, for a distance of 318.80 feet, to the true point of beginning.

The side lines of said strip shall be lengthened or shortened so as to terminate on the westerly and easterly lines of said Tract.

Said strip contains 6163 square feet, more or less.

Said parcel is pictorially represented on Exhibit "A" attached hereto and incorporated herein by reference.

Grantor, its successors and assigns, hereby covenant to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when necessary or convenient to do so, go over and upon said above-described tract of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with said storm sewer and customary appurtenances, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises, and Grantor expressly warrants and states that no buildings or other obstacles of any kind shall be placed or located upon the tract so as to interfere in any manner with the construction, operation, maintenance or repair of said storm sewer including customary appurtenances, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of constructing of said storm sewer and customary appurtenances was begun.

(Signatures on following page.)

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 2 day of May, 2019.

GRANTOR:

Breten Fredrickson

Breten Fredrickson

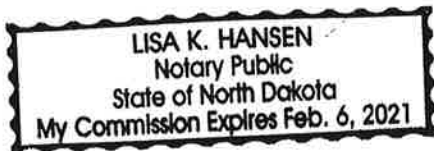
Vesna Fredrickson

Vesna Fredrickson

STATE OF North Dakota)
COUNTY OF Cass) ss.

On this 2 day of May, 2019, before me, a notary public in and for said county and state, personally appeared Breten Fredrickson and Vesna Fredrickson to me known to be the persons described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same.

(SEAL)



Lisa K. Hansen
Notary Public
Cass County, North Dakota

GRANTEE:

City of Fargo, a North Dakota municipal corporation

Timothy J. Mahoney, M.D., Mayor

ATTEST

Steve Sprague, City Auditor

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

On this ____ day of _____, 2019, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, ND
My Commission expires:

The legal description was prepared by:
City of Fargo, Engineering Department
225 Forth Street North
Fargo, ND 58102
701-241-1545

This document was prepared by:
Nancy J. Morris
Assistant City Attorney
Erik R. Johnson & Associates, Ltd.
505 Broadway N., Ste. 206
Fargo, ND 58102
701-280-1901
nmorris@lawfargo.com

Page 8 MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project UR-19-A1	County Cass	Parcel(s) 01-0240-00353-000
Landowner Breten and Vesna Fredrickson		
Mailing Address 725 17th Street North Fargo, ND 58102		

The following-described real property and/or related temporary easement areas are being acquired for project purposes:

See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 7,895.60 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	<u> </u>	
Easement and Access Control	\$	<u>7,395.60</u>	
Improvements on Right of Way*	\$	<u> </u>	
Damages to Remainder	\$	<u>500.00</u>	
Total Offer	\$	<u>7,895.60</u>	

*Description of Damages to Remainder are as follows:

Relocation of blackdirt pile prior to construction activities.

Bret W. Fredrickson
 Owner Signature
 Signature hereby constitutes acceptance of offer as presented above.

Shawn G. Bullinger
 Shawn G. Bullinger
 Land Acquisition Specialist, City of Fargo

Vesna Fredrickson
 Owner Signature
 Signature hereby constitutes acceptance of offer as presented above.

Fargo City Commission has considered the offer and approves the same:



Timothy J. Mahoney
 MAYOR

 SIGNATURE

 DATE

EXHIBIT A

Description:

A 35.00 foot wide strip of land over, under and across a Tract in the Northeast Quarter of Section 1, Township 139 North, Range 49 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota described as follows:

The northeasterly 35.00 feet of a Tract described in Quit Claim Deed Document 1373586 on record at the Cass County Recorder's Office as:

Lot One, except the Southerly 200.00 feet thereof, in Block Three, of Bower's Addition to the City of Fargo, Cass County, North Dakota;

AND

That part of Auditor's Lot Six of the Northeast Quarter of Section One, Township One Hundred Thirty-nine North of Range Forty-nine West of the Fifth Principal Meridian, in the City of Fargo, Cass County, North Dakota, described as follows: Beginning at the Northwest corner of said Auditor's Lot Six, said point also being on the Southerly right-of-way line of the Burlington Northern Railroad; thence South 62°08'08" East (assumed bearing), along the Southerly right-of-way line of said Burlington Northern Railroad and the Northerly line of said Auditor's Lot Six, for a distance of 169.12 feet; thence South 00°10'48" West, parallel with the Easterly right-of-way line of 17th Street North, for a distance of 219.28 feet to a point, said point being located 200.00 feet Northerly of the Southerly line of said Auditor's Lot Six; thence South 90°00;00" West, parallel with and 200.00 feet Northerly of the Southerly line of said Auditor's Lot Six, for a distance of 261.25 feet to a point of intersection with the Westerly line of said Auditor's Lot Six; thence North 20°39'00" East, along the Westerly line of said Auditor's Lot Six, for a distance of 318.80 feet, to the true point of beginning.

The side lines of said strip shall be lengthened or shortened so as to terminate on the westerly and easterly lines of said Tract.

Said strip contains 6163 square feet, more or less.



ENGINEERING DEPT.

PERMANENT EASEMENT

A STRIP OF LAND IN SECTION 1, T 139 N, R 49 W, FIFTH P.M.,
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

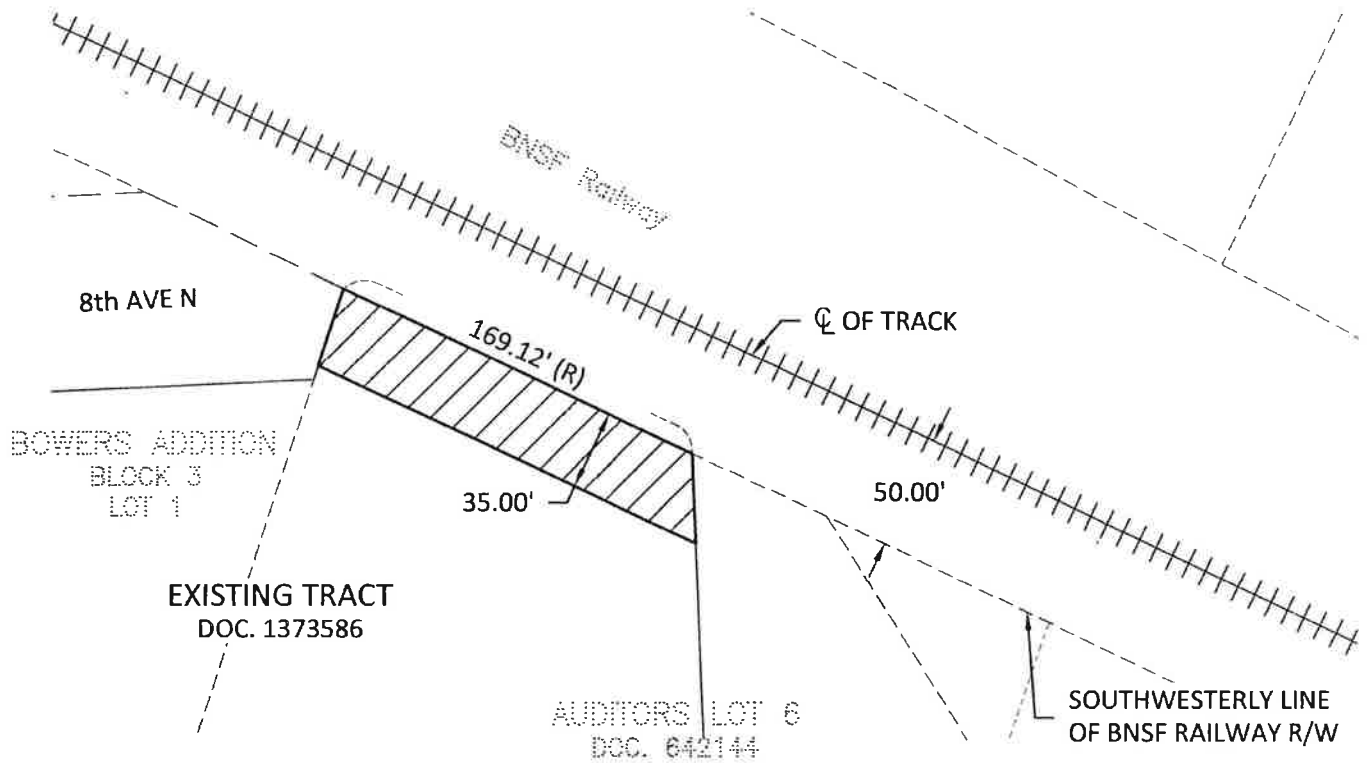
DRAWN BY: JWZ

APPROVED BY: BWW

DATE: APRIL 02, 2019

SHEET 1 OF 2

EXHIBIT A



0 20 40 80
 BEARINGS BASED ON
 CITY OF FARGO
 GROUND CONTROL SYSTEM

LEGEND



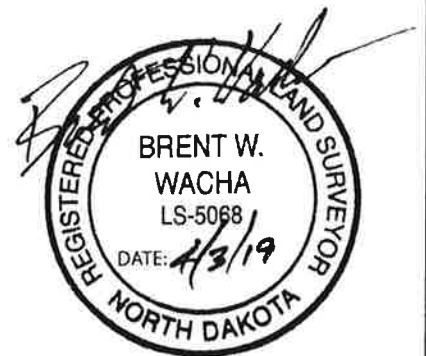
PERMANENT EASEMENT



EXISTING BOUNDARY (TRACT DOC. 1373586)

(R)

RECORDED DISTANCE



ENGINEERING DEPT.

PERMANENT EASEMENT

A STRIP OF LAND IN SECTION 1, T 139 N, R 49 W, FIFTH P.M.,
 CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

DRAWN BY: JWZ

APPROVED BY: BWW

DATE: APRIL 02, 2019

SHEET 2 OF 2

May 20, 2019

10

Board of City Commissioners
City of Fargo
225 4th Street North
Fargo, ND 58102

Re: Farm Lease Agreement – 5636, 5638, 6054 & 6056 Veterans Blvd S

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Farm Lease Agreement with Chad Johnson and Kyle Johnson. An agreement has been reached and at this time, we are requesting approval of the Farm Lease Agreement. The Farm Lease Agreement has been reviewed and the City Engineer's office recommends approval.

RECOMMENDED MOTION: I/we hereby move to approve and accept the Farm Lease Agreement with the **Chad Johnson and Kyle Johnson** and that the Mayor be instructed to execute the same on behalf of the City of Fargo.

Please return the signed original.

Respectfully submitted,

Shawn G. Bullinger

Shawn G. Bullinger
Land Acquisition Specialist

C: Kevin Gorder
Nancy J. Morris

FARM LEASE
(Oak Grove)

THIS LEASE, made and entered on the date set forth hereinafter, by and between **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, 225 4th Street North, Fargo, ND 58102, herein referred to as "Lessor", and Chad Johnson and Kyle Johnson, 383 Hwy 9 North, Glyndon, MN 56547, herein referred to as "Lessee" whether one or more.

I.

Lessor demises and lets to Lessee to occupy and to use for agricultural purposes and for no other purposes, the following described real estate comprising approximately two hundred forty (240) acres:

All that part of the Northwest Quarter (NW¼) of Section Four (4), Township One Hundred Thirty-eight (138) North, Range Forty-nine (49) West of the Fifth Principal Meridian, Cass County, North Dakota, lying South and East of Cass County Drain No. 27,

LESS: That part of the Northwest Quarter of Section 4, Township 138 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, described as follows:

Beginning at the northeast corner of said Northwest Quarter; thence South 01 degree 56 minutes 40 seconds East along the east line of said Northwest Quarter a distance of 439.68 feet; thence South 88 degrees 03 minutes 08 seconds West to a point on a line lying parallel with and 205.00 feet southeasterly, as measured at right angles, of the southeasterly line of AUSTIN'S SUBDIVISION, according to the recorded plat thereof; thence South 55 degrees 59 minutes 16 seconds West along said parallel line a distance of 2619.13 feet to a point on a line lying 200.00 feet east of and parallel with the west line of said Northwest Quarter; thence North 02 degrees 01 minute 05 seconds West along said parallel line a distance of 241.72 feet to a point on the southeasterly line of said AUSTIN'S SUBDIVISION; thence North 55 degrees 59 minutes 16 seconds East along the southeasterly line of said AUSTIN'S SUBDIVISION a distance of 2751.94 feet; thence northeasterly 151.99 feet along a tangential curve concave to the northwest having a radius of 150.00 feet along the southeasterly line of said AUSTIN'S SUBDIVISION to a point on the north line of said Northwest Quarter; thence North 87 degrees 55 minutes 49 seconds East along the north line of said Northwest Quarter a distance of 11.42 feet to the northeast corner thereof, the point of beginning.
and,

That part of the Northwest Quarter of Section 4, Township 138 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota described as follows:

Beginning at the most southerly corner of AUSTIN'S SUBDIVISION, according to the recorded plat thereof; thence North 55 degrees 59 minutes 16 seconds East along the southeasterly line of said AUSTIN'S SUBDIVISION a distance of 235.82 feet; thence South 02 degrees 01 minute 05 seconds East parallel with the west line of said Northwest Quarter a distance of 241.72 feet to a point on a line lying parallel with and 205.00 feet southeasterly, as measured at right angles, of the southeasterly line of said AUSTIN'S SUBDIVISION; thence South 55 degrees 59 minutes 16 seconds West along said parallel line a distance of 182.32 feet; thence southwesterly 55.68 feet along a tangential curve concave to the southeast having a radius of 470.00 feet to a point on the west line of said Northwest Quarter; thence North 02 degrees 01 minute 05 seconds West along the west line of said Northwest Quarter a distance of 245.60 feet to the most southerly corner of said AUSTIN'S SUBDIVISION, the point of beginning.

Tract Two: The Southwest Quarter (SW¼) of Section Four (4), Township One Hundred Thirty-eight (138) North, Range Forty-nine (49) West of the Fifth Principal Meridian, Cass County, North Dakota,

together with all hereditaments and appurtenances belonging thereto (the "Property").

II.

The term of the lease shall be for the farming season of 2019. That the term of this lease shall commence on the date set forth hereinafter and shall expire one (1) year.

III.

Lessee agrees to pay Lessor, payable all in cash on the date of the lease hereof, the sum of Twenty Eight Thousand Eight Hundred Dollars, based on a rental rate of One Hundred Twenty Dollars per Acre (\$120/ac.).

IV.

Except as otherwise provided in special conditions set forth hereinafter, Lessee agrees to make a reasonable effort to return the above-described property at the termination of this lease in a plowed condition.

V.

Lessee agrees to furnish the property and services, and to pay any and all items of expense related to farming including, but not limited to, all the machinery, equipment and labor necessary to farm the premises properly; all fertilizer and chemical; all seed; and any necessary insurance, workforce safety insurance coverage, or crop insurance. The

Lessee is not the agent of Lessor. There is to be no employer-employee relationship between the Lessor and Lessee or the Lessee's employees.

VI.

In addition to the agreements covered by the foregoing sections of this lease, Lessee further agrees as follows:

- a. To faithfully cultivate the farm in a timely, thorough, good and appropriate manner.
- b. To keep any and all fences, tree rows, and other improvements on the property in as good repair and condition as they are at the commencement of this lease, or in as good repair and condition as may be put by Lessor during the term of this lease, ordinary wear, loss by fire or unavoidable destruction excepted.
- c. To keep open ditches, grass waterways, and drainage ditches. All ditches and drainage ditches shall be maintained by Lessee in their present condition. Lessee at its own cost shall keep said ditches or drainage ditches open whether or not blockage of the same may be caused by erosion of soil due to Lessee's negligence. Lessee may also accomplish, at its own cost, any additional drainage work deemed necessary.
- d. To prevent all unnecessary waste, or loss, or damage to the property of Lessor.
- e. Not to assign this lease or sublet any part of the premises without the prior written consent of Lessor.
- f. Not to allow noxious weeds to go to seed on the premises, but destroy them and to keep trimmed and mowed the weeds and grasses on the roads adjoining the leased premises. Lessee agrees to conduct a good and sufficient weed control program on the acreage at the Lessee's own expense.

VII.

That the Lessee shall not do, or fail to do, any act or thing which shall adversely affect the acreage allotments pertaining to the above-described premises as set up by the United States Department of Agriculture or other government program, it shall be entitled to receive all of the payment resulting from each participation.

VIII.

That the Lessee shall receive the whole of the crops to be raised in and upon the above-described premises during the term hereof.

IX.

Lessor reserves the right of itself, its agents, employees or prospective buyers, to enter upon the leased premises at any reasonable time for the purpose of viewing the same or making repairs or improvements thereon, provided that such entry and activity shall not interfere with Lessee's occupancy. In the event Lessee abandons the subject property or otherwise breaches this agreement, then, and in that event, Lessor shall have the right to reenter the demised premises without terminating this lease and relet the demised premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may be advisable. All rentals received by the Lessor from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such reletting, including but not limited to brokerage fees and attorneys fees; third, to the payment of unpaid rent hereunder; and the remainder, if any, shall be held by Lessor and applied in payment of future rents as the same may become due and payable hereunder. If such rentals received from such reletting during the remaining term of the lease be less than that to be paid during the term of the lease by Lessee hereunder, Lessee, upon demand shall immediately pay any such deficiency to Lessor. No such re-entry or taking possession of the demised premises by Lessor shall be construed and an election on its part to terminate this lease unless a written notice of such intention is given to Lessee or unless the termination thereof shall be decreed by a court of competent jurisdiction.

X.

The parties agree that time shall be of the essence hereof, and that the provisions of this agreement shall extend to and be binding upon the successors, heirs, administrators, executors and assigns of the parties hereto.

XI.

The Lessee agrees to indemnify and hold harmless the Lessor from any claims or liability arising from Lessee's use and possession of the property.

XII.

Failure of Lessor to insist upon strict performance of any of the terms and/or conditions of this lease shall not be deemed as a waiver of any rights or remedies for any subsequent breach or default in these terms and/or conditions. This lease may be changed or modified only by written agreement signed by all parties. In no event may this lease be changed or modified orally.

XIII.

All payments not made when due shall draw interest at the rate of twelve percent (12%) per annum provided that said rate shall only apply to the extent not deemed

usurious, it being understood and agreed that the rate of interest shall be the maximum rate under North Dakota usury laws, not to exceed twelve percent (12%) per annum.

XIV.

The Lessee agrees that any chemicals, fuel, fertilizer, or other hazardous materials used on the property shall be used in full compliance with the instructions or application labels furnished with the materials and in compliance with all federal, state and other laws or regulations regulating the usage of these materials. The Lessee agrees that no such materials shall be stored or disposed of on the property without the prior written consent of the Lessor. The Lessee shall be responsible for any damages resulting from Lessee's usage of such materials on the subject property and agrees to indemnify and hold harmless Lessor in the event of any claim resulting from such damage.

XV.

In the event of Lessee's default in performing any of the duties agreed to in this lease, Lessor shall have the right to collect from Lessee, to the extent allowed by law, all the costs reasonably incurred in enforcing this lease, including, but not limited to, attorney's fees, seeding, plowing, cultivation costs, chemical application and ditch maintenance.

XVI.

Lessor and Lessee specifically understand and agree that this agreement shall be void and of no further effect if the land shall be sold by Lessor during the term hereof provided, however, that if such sale occurs at a time when spring planting has already occurred, the lease shall remain in effect for that portion of the property that has been seeded for the remainder of that particular crop year. If spring planting has not occurred at the time of sale by Lessor, but Lessee has applied any chemicals or fertilizer, Lessee shall recover only the actual documented cost of purchasing said chemical or fertilizer. No costs of application of such chemical or fertilizer shall be allowed.

Dated: _____ LESSOR:

CITY OF FARGO,
a North Dakota municipal corporation

By: _____
Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steve Sprague, City Auditor

Dated: _____ LESSEE:


Chad Johnson


Kyle Johnson

May 29, 2019

11

Board of City Commissioners
City of Fargo
225 4th Street North
Fargo, ND 58102

**Re: Audrey Stewart-Farol, as Trustee of the Garryle B. Stewart Living Trust
Purchase Agreement - Project #FM-19-E**

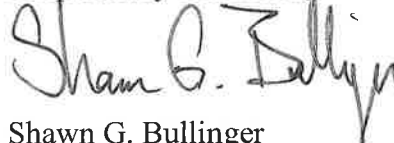
Dear Commissioners:

Enclosed and delivered to the City Commission office for review and approval please find an original Purchase Agreement signed by **Audrey Stewart-Farol, as Trustee of the Garryle B. Stewart Living Trust**. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of the property located at 1367 Elm Circle North from **Audrey Stewart-Farol, as Trustee of the Garryle B. Stewart Living Trust** in association with Project #FM-19-E and that the Mayor and City Auditor be instructed to execute the Purchase Agreement on behalf of the City of Fargo.

Please return a copy of the signed original.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Jody Bertrand
Nancy J. Morris

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into by and between **Audrey Stewart-Farol, as Trustee of the Garryle B Stewart Living Trust**, the identified owner of the property located at 1367 Elm Circle North in Fargo, North Dakota hereinafter "Seller", whether one or more, and the **CITY OF FARGO**, a North Dakota municipal corporation, hereinafter "City" or "Buyer",

WITNESSETH:

WHEREAS, Seller is the owner of real estate situated in the County of Cass and State of North Dakota described as follows:

Lot Eight (8), and that part of Lot Seven (7), lying Easterly of a line described as follows: Beginning at a point on the Southerly line of said Lot Seven (7), lying 80.00 feet Southeasterly of the Southwest corner of said Lot Seven (7), as measured along the Southerly line of said Lot Seven (7): thence North 25°00'00" East, parallel with the Westerly line of said Lot Seven (7), for a distance of 163.33 feet to a point on the Northerly line of said Lot Seven (7), lying 80.25 feet Southeasterly of the Northwest corner of said Lot Seven (7), as measured along the Northerly line of said Lot Seven (7), and there terminating, all of the foregoing in Block Two (2), Birnamwood Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota, according to the certified plat thereof on file and of record in the office of the Register of Deeds in and for said county and state.

Property Address: 1367 Elm Circle North in Fargo, ND

WHEREAS, the City of Fargo is currently engaged in acquiring properties to mitigate future flood damages; and,

WHEREAS, Seller accepted Buyer's offer to purchase in accordance with the terms herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements of the parties, it is hereby agreed as follows:

1. **Subject Matter.** The subject matter of this agreement is the real estate described, other buildings located thereon, and all items affixed to the property.
2. **Purchase Price.** The purchase price for the Property is Five Hundred and Eighty-Nine Thousand and Thirty-four dollars (\$589,034.00), which sum represents Five Hundred Seventy-Five Thousand dollars (\$575,000.00) for the real property, and Fourteen Thousand and Thirty-four dollars (\$14,034) for relocation and moving expenses.
3. **Payment of Purchase Price.** The mortgage, if any, as well as any liens or encumbrances, will be paid and Seller shall receive the balance of the purchase price, less any escrow amounts, in cash on the date of closing.
4. **Salvage.** Seller shall be allowed to remove from the property personal property, appliances, washer and dryer, and other property not permanently affixed to the structure. Seller shall remove and install all items in a professional manner, and if necessary engage a professional

licensed contractor. Seller agrees to remove all salvage and install all replacement items prior to giving City possession of the property.

5. Abstract. Seller shall furnish Buyer an abstract of title to the subject property and Buyer shall pay for the cost of continuation of said abstract to a recent date. Said abstract must show good and marketable title in Seller free and clear of all liens and encumbrances (other than those that will be handled at closing).

6. Taxes and Utilities. Taxes and installments of special assessments for the year of closing shall be prorated between the parties to the date of closing based upon current total true value as calculated by the County of Cass, ND, as of the date of closing. Prior year taxes and assessments must be paid by Seller in advance of closing.

7. Deeds. Seller shall sign a warranty deed prepared by Buyer. Buyer will take title as follows: City of Fargo, North Dakota, a municipal corporation.

8. Closing Date and Transfer of Possession. Closing shall take place at a time and date to be agreed by the parties, but not later than July 31, 2019. The City shall take possession of the real estate no later than the last day of the month of closing, unless other arrangements have been made. If City does not take possession on the date of closing, \$1,000 will be required of Seller at closing and retained until such time as the possession of the property is secured by the City in satisfactory condition. Seller agrees the \$1,000 deposit may be forfeited as liquidated damages if the property is not delivered in satisfactory condition.

If Seller vacates the property prior to closing, Seller shall immediately notify Buyer so that appropriate measures can be taken to secure the premises.


9. Warranty. Seller provides no express or implied warranties on the subject property. Buyer understands and agrees that the property is a used home and is being purchased "AS IS". Buyer shall make any inspection it deems necessary concerning the condition of said used home.

10. Inspection and Photographs. Seller agrees to allow City to enter the Premises for purposes of inspection, including but not limited to asbestos testing and mitigation.

DATED this 29th day of May, 2019.

(Signatures on following page.)

SELLER:


Audrey Stewart-Farol
Attorney in Fact with Power of Attorney for
Garylle B. Stewart a/k/a Garylle Bruce Stewart

DATED this ____ day of _____, 2019.

BUYER:
City of Fargo, a North Dakota
municipal corporation

Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steve Sprague, City Auditor

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Finance Office

P.O. Box 2083
200 3rd Street North
Fargo, North Dakota 58107-2083
Phone: 701-241-1333
Fax: 701-241-1526

TO: BOARD OF CITY COMMISSIONERS

FROM: KENT COSTIN, DIRECTOR OF FINANCE *Ksc*

RE: RESOLUTION AUTHORIZING THE EXTENSION OF THE FINANCING AGREEMENT WITH US BANK AND REISSUANCE OF THE BANK NOTE

DATE: MAY 30, 2019

The City Commission previously approved amending the existing loan agreement Series 2014A with US Bank. This loan was renegotiated and extended to a maturity date of April 8, 2029.

Our bond counsel, Dorsey and Whitney is providing a resolution approving the extension and an amended financing agreement that needs to be executed to document this loan modification.

Suggested Motion: Approve a resolution authorizing the amendment of an existing US Bank loan, reissuance of the bank note, an amended loan agreement with a maturity date of April 8, 2029 and authorizing the execution of the closing documents by the Mayor and City Auditor.

RESOLUTION APPROVING THE EXTENSION TO THE FINANCING AGREEMENT FOR THE \$6,000,000 CITY OF FARGO, NORTH DAKOTA NOTE (FARGO CASS PUBLIC HEALTH EXPANSION AND RELOCATION PROJECT AND RED RIVER REGIONAL DISPATCH CENTER PROJECT), SERIES 2014A AND AUTHORIZING THE REISSUANCE OF THE NOTE.

WHEREAS, the City of Fargo, North Dakota (the “**Issuer**”), has adopted a Home Rule Charter (the “**Charter**”) in accordance with Chapter 40-05.1 of the North Dakota Century Code; and

WHEREAS, pursuant to the Charter, the Issuer (the “**City Commission**”) has the powers to control its finances, contract debts, borrow money and issue bonds; and

WHEREAS, the City Commission of the Issuer has enacted Section 3-802 of Article 3-08 of the Fargo Municipal Code (the “**Ordinance**”), being an ordinance to implement the power to contract debts and issue bonds granted in the Charter through the issuance of non-appropriation bonds as determined by resolution of the City Commission; and

WHEREAS, the Issuer has the power to contract debts and borrow money pursuant to Section 40-05-01 Subd. 2 of Chapter 40-05 of the North Dakota Century Code (the “**Statute**”); and;

WHEREAS, the City Commission determined that the acquisition, improvement and equipping of facilities for the Fargo Cass Public Health expansion and relocation and facilities for the Red River Regional Dispatch Center (collectively, the “**Project**”) was for essential governmental functions, was for a public purpose and constituted a public facility or undertaking contemplated by the Ordinance for which a non-appropriation bond may be issued; and

WHEREAS, the Issuer financed the Project pursuant to a \$6,000,000 City of Fargo, North Dakota Note (Fargo Cass Public Health Expansion and Relocation Project and Red River Regional Dispatch Center Project) (the “**Note**”) issued pursuant to the Financing Agreement by and between U.S. Bank National Association (“**U.S. Bank**”) and the Issuer dated May 29, 2014 (the “**Original Financing Agreement**”) and the Ordinance; and

WHEREAS, the Issuer desires to extend the Maturity Date (as defined in the Financing Agreement) of the Note; and

WHEREAS, the Issuer has received a proposal from U.S. Bank for a loan extension and desires to enter into a financing agreement extension (the “**Extension**,” and together with the Original Financing Agreement, the “**Financing Agreement**”) with, and reissue its Note to, U.S. Bank to obtain funds to finance the Project.

NOW THEREFORE BE IT RESOLVED by the City Commission of the City of Fargo, North Dakota, as follows:

Section 1. Authority for the Resolution. This Resolution (this “**Resolution**”) is adopted pursuant to the provisions of the Charter and the Ordinance and is also authorized by the Statute.

Section 2. Findings. It is hereby determined and declared that in entering into the Extension and reissuing the Note, the Issuer is acting in furtherance of an essential governmental function.

Section 3. Definitions. Capitalized terms used and not otherwise defined in this Resolution shall have the meanings set forth in the Financing Agreement or the Note.

Section 4. Limited Non-Appropriation Obligation. The Financing Agreement and the Note shall provide that the Issuer's obligation to make payments of principal and interest shall be subject to annual termination by a resolution of non-appropriation by the Board of City Commissioners. The Financing Agreement provides that upon a resolution of non-appropriation, the Issuer shall return all unspent loan proceeds and convey the Fargo Cass Public Health Expansion and Relocation portion of the Project, being property financed from the proceeds of the loan, to U.S. Bank. The Financing Agreement and the Note state that the Issuer's obligation to pay debt service is not a general obligation of the Issuer to which the Issuer's full faith and credit and taxing power is pledged.

Section 5. Authorization of the Financing Agreement. The execution and delivery of the Extension and performance of the Financing Agreement are hereby authorized and approved. The Financing Agreement shall be in substantially the form presented to the Board of City Commissioners at the meeting at which this Resolution is adopted, subject to such changes, insertions or deletions as may be approved by the Mayor of the Issuer, or in the Mayor's absence, by the City Auditor. The Mayor and the City Auditor are hereby authorized to execute the Extension, such execution to be conclusive evidence of the approval of any changes, insertions or deletions to the Extension from the form presented to the Board of City Commissioners.

Section 6. Authorization of the Note. The reissuance, execution, delivery and performance of the Note are hereby authorized and approved. The Note shall be in substantially the form set forth in the Financing Agreement, subject to such changes, insertions or deletions as may be approved by the Mayor of the Issuer, or in the Mayor's absence, by the City Auditor. The Mayor and the City Auditor are hereby authorized to execute the Note, such execution to be conclusive evidence of the approval of any changes, insertions or deletions to the Note from the form presented to the Board of City Commissioners. The City Auditor, or a representative of the City Auditor, is hereby authorized to authenticate the Note.

Section 7. General Authorization. The Mayor, the City Auditor and any other appropriate officers of the Issuer (i) are hereby authorized to execute any other documents or agreements as may be necessary or otherwise appropriate in connection with the reissuance of the Note and the execution and delivery of the Extension and (ii) are hereby authorized to take such other actions or preform any obligations of the Issuer necessary or otherwise appropriate in connection with the reissuance of the Note and the execution and delivery of the Extension, including, but not limited to, executing and delivering a Tax Compliance Certificate and executing and filing a Form 8038-G Information Reporting Return with the Internal Revenue Service.

Section 8. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the aforesaid documents shall be deemed to be a stipulation, obligation or agreement of any officer, member, agent or employee of the Issuer in his or her individual capacity, and no

such officer, member, agent or employee shall be personally liable on the Note or be subject to personal liability or accountability by reason of the issuance thereof.

Section 9. Actions Approved and Confirmed. All acts and doings of the officers of the Issuer which are in conformity with the purposes and intents of this Resolution and in furtherance of the issuance of the Note and the execution, delivery and performance of the above-described documents shall be, and the same hereby are, in all respects approved and confirmed.

Section 10. Severability of Invalid Provisions. If any one or more of the provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such provisions shall be null and void and shall be deemed separable from the remaining provisions and shall in no way affect the validity of any of the other provisions hereof or of the Financing Agreement or Note authorized hereunder.

Section 11. Repealing Clause. All resolutions or parts thereof of the Issuer in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 12. Effective Date. This Resolution shall take effect immediately upon its adoption.

Adopted this ____ day of June, 2019.

Major

Attest:

City Auditor

AMENDMENT TO FINANCING AGREEMENT

by and among

CITY OF FARGO, NORTH DAKOTA

and

U.S. BANK NATIONAL ASSOCIATION

Relating To:

\$6,000,000

**City of Fargo, North Dakota Note
(Fargo Cass Public Health Expansion and Relocation Project and
Red River Regional Dispatch Center)
Series 2014A**

Dated as of May 1, 2019

AMENDMENT TO FINANCING AGREEMENT

THIS AMENDMENT TO FINANCING AGREEMENT, dated as of May 1, 2019 (this "Amendment"), made by and between the CITY OF FARGO, NORTH DAKOTA, a body politic duly organized and validly existing under the laws and the constitution of the State of North Dakota (the "Issuer") and U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Bank").

WITNESSETH:

WHEREAS, pursuant to a Financing Agreement dated May 29, 2014, between the Issuer and Bank (the "Original Financing Agreement"; as amended by this Amendment to Financing Agreement, the "Financing Agreement"), the Issuer issued its City of Fargo, North Dakota Note (Fargo Cass Public Health Expansion and Relocation Project and Red River Regional Dispatch Center Project), Series 2014A in the original principal amount of \$6,000,000, \$3,760,000 of which remains outstanding as of the date hereof (the "Note"); and

WHEREAS, capitalized terms used, but not defined, herein shall have the meanings ascribed to them under the Financing Agreement; and

WHEREAS, pursuant to Sections 8.01 and 11.02 of the Financing Agreement, the Issuer and the Bank, as registered owner, may make or consent to any amendment, change or modification of the Financing Agreement as the Issuer and the Bank may deem necessary or desirable; and

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree that the Financing Agreement shall be amended as provided herein.

Section 1. *Section 1.01.* Definitions of the terms "Base Rate," "Index Rate," "Interest Period," "LIBOR Rate," "LIBOR Rate Advance," "Prime Rate" and "Reprice Date" are hereby deleted. The following definitions are hereby amended to read as follows:

"Interest Payment Dates" means with respect to the Note, ~~(i) November 1, 2014, May 1, 2015 and the first day of each sixth month thereafter, and (ii) the date of the final payment of principal of the Note each April 8 and October 8, commencing October 8, 2019.~~

"Maturity Date" means ~~May 1, 2019~~ April 8, 2029, as such date may be accelerated in accordance with the provisions thereof.

"Resolution" means the resolutions and motions of the Issuer adopted with respect to the issuance of the Note on May 27, 2014 and the reissuance thereof on April 8, 2019 and June 3, 2019.

The following defined term shall be added to Section 1.01:

"Reissuance Date" means May 1, 2019.

Section 2. *Section 2.02.* Section 2.02(a) of the Financing Agreement is hereby amended in its entirety to read as follows:

(a) The Note shall bear interest at the rate of 2.85% per annum, be reissued on the Reissuance Date in the aggregate principal amount of \$3,760,000, and the principal of the Note shall be payable on April 8 in the years and amounts set forth below:

<u>Year</u>	<u>Principal Amount</u>
2020	\$352,514.24
2021	357,537.57
2022	362,632.48
2023	367,799.99
2024	373,041.14
2025	378,356.98
2026	383,748.56
2027	389,216.98
2028	394,763.32
2029	400,388.74

Section 3. *Section 3.03.* Section 3.03 of the Financing Agreement is hereby amended as follows:

The Note shall not be prepayable except a) pursuant to Section 4.06 hereof or b) with the consent of the Bank.

Section 4. *Section 3.10.* Section 3.10 is hereby amended to read as follows:

If there shall occur after the Reissuance Date any adoption or implementation of, or change to, any Regulation, or interpretation or administration thereof, which shall have the effect of imposing on Bank (or Bank's holding company) any increase or expansion of or any new: tax (excluding taxes on its overall income and franchise taxes), charge, fee, assessment or deduction of any kind whatsoever, or reserve, capital adequacy, special deposits or similar requirements against credit extended by, assets of, or deposits with or for the account of Bank or other-conditions affecting the extensions of credit under this Agreement or any Related Document; then Issuer shall pay to Bank such additional amount as Bank deems necessary to compensate Bank for any increased cost to Bank attributable to the extension(s) of credit under this Agreement or any Related Document and/or for any reduction in the rate of return on Bank's capital and/or Bank's revenue attributable to such extension(s) of credit. As used above, the term "Regulation" shall include any federal, state or international law, governmental or quasi-governmental rule, regulation, policy, guideline or directive (including but not limited to the Dodd Frank Wall Street Reform and Consumer Protection Act and enactments, issuances or similar pronouncements by the Bank for International Settlements, the Basel Committee on Banking Regulations and Supervision or any similar authority and any successor thereto) that applies to Bank. Bank's determination of the additional amount(s) due under this paragraph shall be binding in the absence of manifest error, and such amount(s) shall be payable within 15 days of demand and, if recurring, as otherwise billed by Bank.

Section 5. *Section 3.16.* Section 3.16 shall be deleted in its entirety.

Section 6. *Section 3.17.* Section 3.17 shall be amended and restated as follows:

In the event the Bank shall incur any loss, cost, or expense (including, without limitation, any loss, cost, or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired or contracted to be acquired by the Borrower to acquire or hold the Note or the relending or reinvesting of such deposits or other funds or amounts paid or prepaid to the Bank) as a result of any redemption or prepayment of the Note ~~on~~ other than pursuant to Section 4.06 hereof ~~a Reprice Date~~, whether before or after default, and whether or not such payment is required by any provision of this Agreement ~~or the Indenture~~, then upon the demand of the Bank, the Issuer shall pay to the Bank a redemption or prepayment premium, as applicable in such amount as will reimburse the Bank for such loss, cost, or expense. If the Bank requests such redemption or conversion premium, as applicable, it shall provide to the Issuer a certificate setting forth the computation of the loss, cost, or expense giving rise to the request for such redemption or conversion premium, as applicable in reasonable detail and such certificate shall be conclusive if reasonably determined.

Section 7. *Exhibit A.* The Form of the Note attached as Exhibit A to the Financing Agreement is hereby amended as set forth in Exhibit A attached hereto.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers thereunto duly authorized, all as of the date first hereinabove written.

CITY OF FARGO, NORTH DAKOTA

By _____
Name: Dr. Tim Mahoney
Title: Mayor

And _____
Name: Steven Sprague
Title: City Auditor

[Signature Page – Amendment to Financing Agreement by and between the City of Fargo, North Dakota and U.S. Bank National Association]

U.S. BANK NATIONAL ASSOCIATION

By _____
Name: _____
Title: _____

[Signature Page – Amendment to Financing Agreement by and between the
City of Fargo, North Dakota and U.S. Bank National Association]

EXHIBIT A**FORM OF NOTE**

No. R-2

\$3,760,000

**UNITED STATES OF AMERICA
STATE OF NORTH DAKOTA****\$3,760,000 CITY OF FARGO, NORTH DAKOTA NOTE
(FARGO CASS PUBLIC HEALTH EXPANSION AND RELOCATION PROJECT
AND RED RIVER REGIONAL DISPATCH CENTER PROJECT),
SERIES 2014A**

THIS NOTE IS SUBJECT TO TRANSFER RESTRICTIONS AS PROVIDED BY THE FURTHER PROVISIONS HEREOF.

<u>INTEREST RATE</u>	<u>DATE OF REISSUE:</u>	<u>DATE OF ORIGINAL ISSUE:</u>	<u>MATURITY DATE:</u>
2.85%	May 1, 2019	MAY 29, 2014	APRIL 8, 2029

REGISTERED OWNER: U.S. Bank National Association

PRINCIPAL AMOUNT: \$3,760,000

City of Fargo, North Dakota (the "Issuer"), for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, on the dates set forth in the attached Exhibit A, the Principal Amount and interest on said Principal Amount, from the Date of Original Issue, or the most recent interest payment date to which interest has been paid or duly provided.

Principal on this Note (this "Note" or "Notes") is payable at the principal office of U.S. Bank National Association, St. Paul, Minnesota (together with its successors or assigns, the "Note Registrar"), upon presentation and surrender hereof. All payments on this Note shall be made in lawful money of the United States of America. For so long as U.S. Bank National Association is the Registered Owner, interest shall be payable by wire transfer. Otherwise, interest shall be payable by check or draft mailed to the Registered Owner at the registered address shown on the registration books of the Issuer kept by the Note Register as of the close of business on the day next preceding any Interest Payment Date. If the Registered Owner so elects, any payment due to such Registered Owner shall be made by electronic transfer of federal reserve funds to any account in the United States of America designated by such Registered Owner if such Registered Owner, at its expense, (a) so directs by written notice delivered to the Note Registrar at least ten Business

Days before the date upon which such electronic transfer or other arrangement is to be made and (b) otherwise complies with the reasonable requirements of the Note Registrar.

All capitalized terms not otherwise defined in this Note shall have the meaning ascribed thereto in the Financing Agreement dated as of May 29, 2014, as amended by an Amendment to Financing Agreement dated as of May 1, 2019 (as so amended, the "Agreement"), by and between the Issuer (together with its successor and assigns permitted under the Agreement, the "Issuer") and U.S. Bank National Association.

Reference is hereby made to the Agreement and to the Ordinance of the Issuer Enacting Section 3-0802 of Article 3-08 of Chapter 3 of the Fargo Municipal Code Relating to the Issuance of Bonds or Other Obligation adopted by the Issuer and effective on April 28, 2014 (the "Note Ordinance") and to all amendments and supplements thereto for a description of the nature and extent of the security, the rights, duties and obligations of the Issuer, the terms on which this Note is issued and secured, the manner in which interest is computed on this Note, redemption rights, acceleration and the rights of the Registered Owner. Modifications or alterations of the Agreement or of any supplement thereto may be made only to the extent and in the circumstances permitted by the Agreement.

This Note is being reissued as a single instrument in the principal amount of Three Million Seven Hundred Sixty Thousand and No/100 Dollars (\$3,760,000.00) under and pursuant to the provisions of the Act, the Note Ordinance and the Agreement. This Note is issued for the purpose of financing the cost of the Project, as described in the Agreement.

This Note and the interest thereon are payable from any all funds available to the Issuer for such payment and as budgeted each year by the Board of City Commissioners, provided, however, the Board of City Commissioners may resolve not to make such payments by adoption of a resolution of non-appropriation. The obligation of the Issuer under this Agreement, including its obligation to pay make the payments due, in any Fiscal Year for which this Agreement is in effect, shall constitute a current expense of the Issuer for such Fiscal Year and shall not constitute an indebtedness of the Issuer within the meaning of the law of the State. Nothing herein shall constitute a pledge of the City of any taxes or other moneys, other than moneys lawfully appropriated from time to time by the Issuer, to the payment of any amounts coming due hereunder

This Note is registered as to principal and interest and may be exchanged, and its transfer may be effected, only upon the books of the Issuer kept for that purpose by the Note Registrar, by the Registered Owner hereof upon the surrender of this Note together with an assignment duly executed by the Registered Owner or by its attorney duly authorized in writing (together with payment by the Registered Owner to the Note Registrar of all charges or taxes, if any, required to be paid with respect to such transfer), and the Registered Owner may, to the extent permitted by law, sell participations in this Note; provided, however, that this Note shall always be registered in the name of one owner and may be transferred only in the manner and subject to the limitations provided in the Agreement, including, without limitation, the delivery of an "investor letter" to the extent required under the Agreement. The Issuer may deem and treat the person in whose name this Note shall be registered on the Note Register, as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that the issuance of this Note is duly authorized by law; that all acts, conditions and things required to exist and to be done precedent to and in the issuance of this Note to render the same lawful and valid have been properly done and performed and have happened in regular and due time, form and manner as required by law; and that all acts, conditions and things necessary to be done or performed by the Issuer or to have happened precedent to or in the execution and delivery of the Agreement have been done and performed and have happened in regular and due form as required by law.

IN WITNESS WHEREOF, the Issuer has caused this Note to be duly executed in its name by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Auditor and its seal affixed hereto or imprinted hereon, all as of the Date of Reissue above.

CITY OF FARGO, NORTH DAKOTA

By: _____
Name: Dr. Tim Mahoney
Title: Mayor

Attest:

By: _____
Name: Steven Sprague
Title: City Auditor

CERTIFICATE OF AUTHENTICATION

This is to certify that this Note is the Note referred to in the within mentioned Agreement.

Date of Authentication: _____ June, 2019

City Auditor, as Note Registrar

By _____
Steven Sprague, City Auditor

ASSIGNMENT FOR TRANSFER

FOR VALUE RECEIVED, the undersigned, hereby sells, assigns and transfers unto

(Tax Identification or Social Security No. _____)
the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ attorney to transfer the within note on the books kept for
registration thereof, with full power or substitution in the premises.

Date:

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a signature guarantor institution that is a participant in nationally recognized signature guarantor program

Signature

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner of the within Note as it appears on the face hereof in every particular, without alteration or enlargement or any change whatever, and the Social Security number or federal employer identification must be supplied.

EXHIBIT A
AMORTIZATION SCHEDULE

05/16/2019 2:47 PM

Compounding Period: Semiannual
Nominal Annual Rate: 2.850%

Cash Flow Data - Loans and Payments

	Event	Date	Amount	Number	Period	End Date
1	Loan	05/01/2019	3,760,000.00	1		
2	Payment	10/08/2019	Interest Only	1		
3	Payment	04/08/2020	406,094.24	1		
4	Payment	10/08/2020	Interest Only	1		
5	Payment	04/08/2021	406,094.24	1		
6	Payment	10/08/2021	Interest Only	1		
7	Payment	04/08/2022	406,094.24	1		
8	Payment	10/08/2022	Interest Only	1		
9	Payment	04/08/2023	406,094.24	1		
10	Payment	10/08/2023	Interest Only	1		
11	Payment	04/08/2024	406,094.24	1		
12	Payment	10/08/2024	Interest Only	1		
13	Payment	04/08/2025	406,094.24	1		
14	Payment	10/08/2025	Interest Only	1		
15	Payment	04/08/2026	406,094.24	1		
16	Payment	10/08/2026	Interest Only	1		
17	Payment	04/08/2027	406,094.24	1		
18	Payment	10/08/2027	Interest Only	1		
19	Payment	04/08/2028	406,094.24	1		
20	Payment	10/08/2028	Interest Only	1		
21	Payment	04/08/2029	406,094.24	1		

TValue Amortization Schedule - Normal, 30E3/360

	Date	Payment	Interest	Principal	Balance
Loan	05/01/2019				3,760,000.00
1	10/08/2019	46,733.67	46,733.67	0.00	3,760,000.00
2019 Totals		46,733.67	46,733.67	0.00	
2	04/08/2020	406,094.24	53,580.00	352,514.24	3,407,485.76
3	10/08/2020	48,556.67	48,556.67	0.00	3,407,485.76
2020 Totals		454,650.91	102,136.67	352,514.24	
4	04/08/2021	406,094.24	48,556.67	357,537.57	3,049,948.19
5	10/08/2021	43,461.76	43,461.76	0.00	3,049,948.19
2021 Totals		449,556.00	92,018.43	357,537.57	
6	04/08/2022	406,094.24	43,461.76	362,632.48	2,687,315.71
7	10/08/2022	38,294.25	38,294.25	0.00	2,687,315.71

	Date	Payment	Interest	Principal	Balance
2022 Totals		444,388.49	81,756.01	362,632.48	
8	04/08/2023	406,094.24	38,294.25	367,799.99	2,319,515.72
9	10/08/2023	33,053.10	33,053.10	0.00	2,319,515.72
2023 Totals		439,147.34	71,347.35	367,799.99	
10	04/08/2024	406,094.24	33,053.10	373,041.14	1,946,474.58
11	10/08/2024	27,737.26	27,737.26	0.00	1,946,474.58
2024 Totals		433,831.50	60,790.36	373,041.14	
12	04/08/2025	406,094.24	27,737.26	378,356.98	1,568,117.60
13	10/08/2025	22,345.68	22,345.68	0.00	1,568,117.60
2025 Totals		428,439.92	50,082.94	378,356.98	
14	04/08/2026	406,094.24	22,345.68	383,748.56	1,184,369.04
15	10/08/2026	16,877.26	16,877.26	0.00	1,184,369.04
2026 Totals		422,971.50	39,222.94	383,748.56	
16	04/08/2027	406,094.24	16,877.26	389,216.98	795,152.06
17	10/08/2027	11,330.92	11,330.92	0.00	795,152.06
2027 Totals		417,425.16	28,208.18	389,216.98	
18	04/08/2028	406,094.24	11,330.92	394,763.32	400,388.74
19	10/08/2028	5,705.54	5,705.54	0.00	400,388.74
2028 Totals		411,799.78	17,036.46	394,763.32	
20	04/08/2029	406,094.24	5,705.50	400,388.74	0.00
2029 Totals		406,094.24	5,705.50	400,388.74	
Grand Totals		4,355,038.51	595,038.51	3,760,000.00	

Last interest amount decreased by 0.04 due to rounding.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
2.850%	\$595,038.51	\$3,760,000.00	\$4,355,038.51



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FARGO CASS PUBLIC HEALTH
1240 25th Street South
Fargo, ND 58103-2367
Phone 701-241-1360
Fax 701-241-1366
FargoCassPublicHealth.com

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING *DF*
DIRECTOR OF PUBLIC HEALTH

DATE: MAY 24, 2019

RE: AGREEMENT FOR SERVICES WITH VALLEY CHRISTIAN
COUNSELING CENTER FOR \$500.00

The attached agreement for services is for breastfeeding friendly environment support for Valley Christian Counseling Center.

No budget adjustment is required for this contract.

Suggested Motion: Move to approve the Agreement for Services with Annie Wood.

DF/lls
Enclosure





Public Health
Persons. Programs. Partners.
Fargo Cass Public Health

CONTRACT AGREEMENT FOR SERVICES

THIS AGREEMENT, effective the 8th day of May, 2019, by and between Fargo Cass Public Health ("FCPH"); and Valley Christian Counseling Center.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

- A. Term of Agreement:** Project plans must be implemented by September 30, 2019 after funds are received.
- B. Statement of Work:** Support worksites in their efforts to provide a breastfeeding friendly environment for their employees. Provided the activities authorized under the statement of work and contract signed by the Recipient are eligible expenditures of Fargo Cass Public Health, the City agrees to provide an amount not to exceed \$500.00. Funds shall be disbursed upon a presentation of a signed agreement.
- C. Termination:** This agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- D. Accounts and Records:** The grant partner shall establish and maintain accurate and complete account and financial or other record in relation to the receipt and expenditure of all grant funds for the project so they adequately show that the grant funds were used exclusively for the purposes described in this agreement.

Special Considerations:

- A.** It is understood and agreed that the relationship created by this Agreement shall be that of grant partner and shall not be deemed an employee of Fargo Cass Public Health for any other purpose.
- B.** The laws of the State of North Dakota shall govern this contract agreement. I hereby certify that the above assurances and provisions of responsibility have been reviewed and our agency has agreed upon the conditions as set forth.
- C.** It is understood any forms or paperwork required by Fargo Cass Public Health and the City of Fargo to receive payment for services will be completed as needed.

In Witness thereof, this contract agreement has been executed between the Grant Partner and Fargo Cass Public Health on the date-executed below.

FARGO CASS PUBLIC HEALTH

GRANT PARTNER – Valley Christian Counseling Center

By *Desi Fleming*
Desi Fleming
Director of Public Health

By *Kari Faul*
Kari Faul
Front Desk Staff Member

Date 5/24/19

Date 5/14/19

By _____
Timothy J. Mahoney
Mayor, City of Fargo

Date _____

OFFICE USE:
Contract originator: Michelle Draxten
Division: HPP
Sub category: Breastfeeding



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FARGO CASS PUBLIC HEALTH
1240 25th Street South
Fargo, ND 58103-2367
Phone 701-241-1360
Fax 701-241-1366
FargoCassPublicHealth.com

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING *DF*
DIRECTOR OF PUBLIC HEALTH

DATE: MAY 24, 2019

RE: CONTRACT WITH THE NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES, BEHAVIORAL HEALTH DIVISION, FOR SUBSTANCE ABUSE PREVENTION CONTRACT NO. #810-11224 CFDA NO. N/A, \$35714.29

This is a request to approve the attached Purchase of Service Agreement with the North Dakota Department of Human Services, Behavioral Health Division for substance abuse prevention regarding Opioid Use Disorder (OUD).

Suggested Motion: Move to approve the contract with the North Dakota Department of Human Service for substance abuse prevention.

DF/lls
Enclosure

PURCHASE OF SERVICE AGREEMENT

The state of North Dakota, acting through its North Dakota Department of Human Services, Behavioral Health Division (State), has determined the services identified in the Scope of Service paragraph below should be purchased.

City of Fargo (Vendor), 1240 25th Street South, Fargo, ND 58103-2367, proposes to provide those services.

State and Vendor therefore enter into the following:

1. TERM OF THE AGREEMENT

This Agreement runs from May 1, 2019, through September 30, 2019. This Agreement will not automatically renew.

2. SCOPE OF SERVICE

Vendor shall implement at least two data-driven, evidence-based strategies identified on the submitted Invitation to Apply throughout the full duration of the project to impact the following goals:

- a. Prevent opioid overdose-related deaths by increasing implementation of evidence-based prevention strategies.
- b. Increase comprehensive evidence-based treatment and recovery services to support positive outcomes for individuals with an Opioid Use Disorder (OUD).
- c. Increase capacity of recovery support services to support individuals with an OUD.

By June 1, 2019, Vendor shall complete a service area assessment of needs and resources for individuals with an OUD, following the template provided by State, including but not limited to:

- d. Organizations providing overdose prevention (availability of naloxone, naloxone training, etc.)
- e. Medication assisted treatment
- f. Care coordination services
- g. Recovery supports (mutual help groups, peer support, etc.)
- h. Recovery housing
- i. Regional housing resources
- j. Family-based services

Vendor shall coordinate with all State-funded State Opioid Response (SOR) sub-recipients to support collective efforts meeting the goals and objectives of the SOR grant program.

Vendor shall coordinate with existing community-based organizations and programs to maximize benefit, avoid duplication, and leverage, redirect, and realign resources.

Vendor shall collaborate with State-contracted SOR evaluator to ensure all state and federal required data is collected, which may include designated measures under the Government Performance and Results Modernization Act of 2010 for approved treatment and recovery activities (pre, follow-up, and post-grant activities). Vendor shall comply with reporting deadlines as required by Substance Abuse and Mental Health Services Administration (SAMHSA).

Vendor shall submit monthly reports to State by the 10th of each month (unless otherwise directed based on SAMHSA requirements), which may include:

- k. Project performance; implementation status
- l. Achievements and barriers
- m. Any changes to local strategy implementation
- n. Process and outcome measures as required from the SOR Funding Opportunity Announcement, which may include:
 - 1) Number of individuals served
 - 2) Number of professionals trained
 - 3) Number of providers implementing Medication-assisted treatment
 - 4) Dissemination and utilization of naloxone

By September 30, 2019, Vendor shall complete a final project summary report to include the following information:

- o. Summary of progress made for each implemented strategy, including success stories.
- p. Identified barriers to implementation for each strategy and efforts made to address them.

Vendor shall participate in training and technical assistance provided by State.

Vendor shall engage in ongoing communication with State and project evaluator for monitoring of local strategy implementation and project analysis.

Vendor shall make any necessary project modifications as deemed necessary by State.

Vendor shall ensure all communication (i.e. media, partnership meetings, stakeholders, etc.) about efforts related to this project includes the following language:

This effort is associated with North Dakota's State Opioid Response Grant (SOR), funded by the federal Department of Health and Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA), administered through the North Dakota Department of Human Services.

3. COMPENSATION

State, upon receipt and approval of SFN 1763 Request for Reimbursement, monthly report, and required contract deliverables met to date, shall pay Vendor monthly payments of \$7,142.86 for the first four months and a final payment of \$7,142.85. Total payment under this Agreement may not exceed \$35,714.29. Vendor shall submit its request for reimbursement to State monthly. Vendor shall submit its final payment request to State no later than 15 days after the expiration or termination of this Agreement, or upon request by State.

4. TERMINATION

a. Termination by Mutual Agreement or Notice

This Agreement may be terminated at any time by mutual consent of both parties executed in writing, or upon 30-days' written notice by either party, with or without cause.

b. Early Termination in the Public Interest

State is entering into this Agreement for the purpose of carrying out the public policy of the state of North Dakota, as determined by its Governor, Legislative Assembly, and Courts. If this Agreement ceases to further the public policy of the state of North Dakota, State, in its sole discretion, by written notice to Vendor, may terminate this Agreement in whole or in part.

c. Termination for Lack of Funding or Authority

State may terminate the whole or any part of this Agreement, effective upon delivery of written notice to Vendor or on any later date stated in the notice, under any of the following conditions:

- 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
- 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
- 3) If any license, permit, or certificate required by law or rule, or by the terms of this Agreement, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Agreement under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

d. Termination for Cause

State may terminate this Agreement effective upon delivery of written notice to Vendor, or any later date stated in the notice:

- 1) If Vendor fails to provide services required by this Agreement within the time specified or any extension agreed to by State; or
- 2) If Vendor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.

The rights and remedies of State provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5. NONPERFORMANCE

Failure by Vendor to perform the terms of this Agreement constitutes a breach of contract and will result in the termination of the Agreement. If a breach by Vendor renders the Agreement impossible of performance by Vendor and is caused by circumstances beyond the control of Vendor, and through no fault of Vendor, the Agreement will be terminated and State may set off, against any liability or obligations owed to Vendor under this Agreement or otherwise, any amounts paid for individual items of work which are incomplete at the time of the breach.

6. FORCE MAJEURE

Vendor shall not be held responsible for delay or default caused by fire, flood, riot, acts of God, or war if the event is beyond Vendor's reasonable control, and Vendor gives notice to State immediately upon occurrence of the event that caused, or is reasonably expected to cause, the delay or default.

7. VENDOR'S UNDERSTANDING OF TERM OF FUNDING

Vendor understands that this Agreement is a one-time agreement, and acknowledges that it has received no assurances that this Agreement may be extended beyond its expiration date.

8. VENDOR ASSURANCES

This Agreement will be construed according to the laws of the state of North Dakota. In connection with furnishing supplies or performing work under this Agreement, persons who contract with or receive funds to provide services to State are obligated and agree to comply with all local, state, and federal laws, regulations, and executive orders related to the performance of this Agreement, including the following: Fair Labor Standards Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the North Dakota Human Rights Act, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, the Drug Abuse Prevention, Treatment, and Rehabilitation Act of 1970, Section 504 of the

Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Drug-Free Workplace Act of 1988, the Americans with Disabilities Act of 1990, Alcohol, Drug Abuse, and Mental Health Administration Reorganization Act of 1992, and the Pro-Children Act of 1994.

By signing this Agreement Vendor certifies that neither Vendor, Subcontractor, nor their principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with the state or federal government by any department or agency of the state or federal government.

Vendor must be an approved vendor with the Office of Management and Budget within the state of North Dakota as required by North Dakota Century Code § 5444.4-09.

9. AUTHORITY TO CONTRACT

Vendor may subcontract with qualified vendors of services, provided that any subcontract acknowledges the binding nature of this Agreement, and incorporates this Agreement, together with its attachments, as appropriate. Vendor is solely responsible for the performance of any subcontractor. Vendor may not contract for or on behalf of or incur obligations on behalf of State. Vendor may not assign or otherwise transfer or delegate any right or duty without State's express written consent.

10. INDEPENDENT ENTITY

Vendor is an independent entity under this Agreement. Vendor, its employees, agents, or representatives are not employees of State for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workforce Safety and Insurance Act. No part of this Agreement may be construed to represent the creation of an employer/employee relationship between State and Vendor. Vendor retains sole and absolute discretion in the manner and means of carrying out Vendor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

11. INDEMNITY

State and Vendor each agree to assume their own liability for any and all claims of any nature, including all costs, expenses, and attorneys' fees which may in any manner result from or arise out of this Agreement.

12. INSURANCE

Vendor shall secure and keep in force during the term of this Agreement, from insurance companies, government self-insurance pools, or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with a minimum liability limit of \$1,000,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 3) Workers compensation coverage meeting all statutory requirements.

The insurance coverages listed above must meet the following additional requirements:

- 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Vendor. The amount of any deductible or self-retention is subject to approval by the State.
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
- 3) The insurance required in this Agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without 30 days' prior written notice to the undersigned State representative.
- 4) Vendor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this Agreement. An updated, current certificate of insurance shall be provided in the event of any change to a policy.
- 5) Failure to provide insurance as required in this Agreement is a material breach of contract entitling State to terminate this Agreement immediately.

13. NOTICE

Any notice or other communication required under this Agreement must be given by registered or certified mail and is complete on the date mailed when addressed to the parties at the following addresses:

City of Fargo
1240 25th Street South
Fargo, ND 58103-2367

OR

ND Department of Human Services
Behavioral Health Division
1237 West Divide Ave, Suite 1C
Bismarck, ND 58501

Notice provided under this provision does not meet the notice requirements for monetary claims against State found at North Dakota Century Code § 32-12.2-04.

14. INTEGRATION, MODIFICATION, AND CONFLICT IN DOCUMENTS

This Agreement constitutes the entire Agreement between Vendor and State. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. No alteration, amendment, or modification of this Agreement is effective unless it is reduced to writing, signed by the parties, and attached to the Agreement.

All terms and conditions contained in any end user agreements (e.g., automated click-throughs, shrink wrap, or browse wrap) are specifically excluded and null and void, and shall not alter the terms of this Agreement.

If any inconsistency exists between this Agreement and other provisions of collateral contractual agreements, which are made a part of this Agreement by reference or otherwise, the provisions of this Agreement control.

15. SEVERABILITY

If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Agreement does not contain the illegal or unenforceable term.

16. APPLICABLE LAW AND VENUE

This Agreement is governed by and construed according to the laws of the state of North Dakota. Any action to enforce this Agreement must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

17. ASSIGNMENT

Neither party may assign this Agreement or the party's rights under this Agreement without the written approval of the other party. Approval to assign may not be unreasonably withheld. This Agreement is equally binding on the respective parties and their successors and assigns.

18. SPOILIATION – PRESERVATION OF EVIDENCE

Vendor shall promptly notify State of all potential claims that arise or result from this Agreement. Vendor shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to State the opportunity to review and inspect the evidence, including the scene of an accident.

19. WORKS FOR HIRE

Vendor acknowledges that all work(s) under this Agreement is "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to State all rights and interests Vendor may have in the work(s) it prepares under this Agreement, including any right to derivative use of the work(s). All software and related materials developed by Vendor in performance of this Agreement for State shall be the sole property of State, and Vendor hereby assigns and transfers all its right, title, and interest therein to State. Vendor shall execute all necessary documents to enable State to protect State's intellectual property rights under this section.

20. WORK PRODUCT, EQUIPMENT, AND MATERIALS

All work product, equipment, and materials created for State or purchased by State under this Agreement belong to State and must be delivered to State at State's request upon expiration or termination of this Agreement.

21. CONFIDENTIAL INFORMATION

Vendor shall not use or disclose any information it receives from State under this Agreement that State has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by State. State shall not disclose any information it receives from Vendor that Vendor has previously identified as confidential and that State determines, in its sole discretion, is protected from mandatory public disclosure under a specific exception to the North Dakota open records law found in North Dakota Century Code chapter 44-04. The duty of State and Vendor to maintain confidentiality of information under this section continues beyond the term of this Agreement, including any extensions or renewals.

22. COMPLIANCE WITH PUBLIC RECORDS LAWS

Vendor understands that, except for disclosures prohibited in this Agreement, State must disclose to the public upon request any records it receives from Vendor. Vendor further understands that any records obtained or generated by Vendor under this Agreement, except for records that are confidential under this Agreement, may be open to the public upon request under certain circumstances under the North Dakota open records law. Vendor agrees to contact State immediately upon receiving a request for information under the open records law and to comply with State's instructions on how to respond to the request.

23. ATTORNEY FEES

If a lawsuit is filed by State to obtain performance due under this Agreement, and State is the prevailing party, Vendor shall pay State's reasonable attorney fees and costs in connection with the lawsuit, except when prohibited by North Dakota Century Code § 28-26-04.

24. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

State does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties may enforce their rights and remedies in judicial proceedings. State does not waive any right to a jury trial.

25. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Vendor shall comply with all laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Vendor shall timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation, and workers' compensation premiums. Vendor also shall have and keep current at all times

during the term of this Agreement all licenses and permits required by law. 26.

ACCESS TO BOOKS AND RECORDS

Vendor shall provide State, the federal government, and their duly authorized representatives access to the books, documents, papers, and records of Vendor, which are pertinent to the services provided under this Agreement, for the purpose of making an audit or examination, or for making excerpts and transcripts. All records, regardless of physical form, and the accounting practices and procedures of Vendor relevant to this Agreement are subject to examination by the North Dakota State Auditor, the Auditor's designee, or federal auditors. Vendor shall maintain all of these records for at least three years following completion of this Agreement and be able to provide them at any reasonable time. State, State Auditor, or Auditor's designee shall provide reasonable notice.

CITY OF FARGO

By _____
Timothy J. Mahoney, Mayor, City of Fargo DATE

By Desi Fleming 5/23/19
Desi Fleming, Director of Public Health DATE

45-6002069

Vendor's Federal Taxpayer Identification Number

STATE OF NORTH DAKOTA

NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES

By _____
PAMELA SAGNESS, DIRECTOR
BEHAVIORAL HEALTH DIVISION DATE

By _____
KYLE J. NELSON
CONTRACT OFFICER
Approved for form and content DATE



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FARGO CASS PUBLIC HEALTH
1240 25th Street South
Fargo, ND 58103-2367
Phone 701-241-1360
Fax 701-241-1366
FargoCassPublicHealth.com

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

**FROM: GRANT LARSON, DIRECTOR OF ENVIRONMENTAL HEALTH
FARGO CASS PUBLIC HEALTH**

DATE: MAY 29, 2019

**RE: ADDENDUM TO THE HEALTH SERVICES AGREEMENT
BETWEEN CASS COUNTY AND THE CITY OF FARGO**

Staff at Fargo Cass Public Health request approval of the attached Addendum to the Health Services Agreement between Cass County and the City of Fargo.

If you have any questions, please contact me at 241-1388.

Suggested Motion: Move to approve the Addendum to the Health Services Agreement between Cass County and the City of Fargo.

GL
Enclosure

**ADDENDUM TO HEALTH SERVICES AGREEMENT BETWEEN CASS COUNTY
AND THE CITY OF FARGO**

This is an Addendum to an agreement, by which agreement was entered into on the 1st day of January, 2019 between the City of Fargo ("City") and Cass County ("Cass County").

WHEREAS, the City and Cass County entered into an Agreement for Provision of Health Services for Cass County by Fargo Cass Public Health ("Agreement") effective on January 1, 2019 which, by its terms, it was agreed that public health services will be provided by Fargo Cass Public Health throughout Cass County and within those cities within the County that do not have approved health departments;

WHEREAS, since said Agreement was entered, duties allocated to the parties with respect to child care centers, on-site sewage treatment systems, and recreational aquatic facilities have changed;

WHEREAS, the parties wish to amend this Agreement;

NOW, THEREFOR, it is hereby agreed between the parties:

1. Paragraph six (6) is amended such that as of the effective date, Cass County Social Services is responsible to provide the expertise, facilities, equipment, and staff necessary to review, inspect, analyze, permit, and enforce the various local, county, state, and federal statutes and regulations governing child care centers. Inspections of child care centers by Fargo Cass Public Health may continue as provided by Fargo City Ordinance for items such as food and beverages, physical activity, and electronic media viewing. The parties agree to the extent Fargo Cass Public Health observes any violation, they are hereby authorized to report to Cass County Social Services, but have no obligation to do so.
2. Subsection B of Paragraph six (6) is amended such that as of the effective date, the Environmental Health Division of Fargo Cass Public Health shall inspect and investigate complaints of all new and existing residential and commercial septic systems within Cass County, North Dakota, but outside the city limits of Fargo and West Fargo, North Dakota, as provided for in Cass County Ordinance #2015-1 relating to Cass County On-Site Septic Regulations, and will issue a permit for such use following a passed inspection.

3. Paragraph six (6) is amended such that as of the effective date, the Environmental Health Division of Fargo Cass Public Health shall inspect and investigate complaints of all recreational aquatic facilities within Cass County, North Dakota, but outside the city limits of Fargo and West Fargo, North Dakota, as provided for in Cass County Ordinance #2004-2 relating to Recreational Aquatic Facilities Regulations.

WHEREFORE, the parties have duly caused their representatives to execute this Addendum to the Agreement on their behalf this 26th day of May, 2019. In all other respects, the original agreement shall remain in full force and effect.

CASS COUNTY


Chairman, County Commission


County Auditor

FARGO CASS PUBLIC HEALTH


Health Officer, Heidi Lako Adamson, MD, FAEMS


Desi Fleming,
Director of Public Health

Timothy J. Mahoney, M.D., Mayor
City of Fargo

Attest:

Steven Sprague, City Auditor
City of Fargo



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Fargo Cass Public Health

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FARGO CASS PUBLIC HEALTH
1240 25th Street South
Fargo, ND 58103-2367
Phone 701-241-1360
Fax 701-241-1366
FargoCassPublicHealth.com

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

**FROM: GRANT LARSON, DIRECTOR OF ENVIRONMENTAL HEALTH
FARGO CASS PUBLIC HEALTH**

DATE: MAY 29, 2019

**RE: SUPPLEMENT TO REPLACE THE EXISTING 2014
NUISSANCE TIER POLICY**

Staff at Fargo Cass Public Health request the attached Supplemental Nuisance Policy replace the existing 2014 Nuisance Tier Policy.

If you have any questions, please contact me at 241-1388.

Suggested Motion: Move to approve the Supplemental Policy to replace the existing 2014 Tier Policy, as presented.

GL
Enclosure

Supplemental Policy **City of Fargo Ordinances 11-0805 & 11-0806**

This supplemental policy will be used by the City of Fargo Environmental Health Division to address discretionary situations associated with the control of stagnant water, excavations, dirt piles, noxious, or other weeds, and tall grass pertinent to City of Fargo ordinance 11-0805 & 11-0806.

Stagnant water

- Property owners shall pump or drain stagnant/standing water that is deemed excessive with the intent to facilitate the proper maintenance of the property.
- Stagnant/standing water that is pumped and disposed into the storm sewer shall follow the City of Fargo Engineering requirements.

Excavations

- If an excavation is deemed excessive and/or impedes the proper maintenance of a property, the property shall be leveled and/or backfilled to facilitate mowing and eliminate stagnant/standing water.

Dirt piles

- Stock piled soil shall incorporate a slope grade that allows for maintenance of the property, to include, mowing.
- If dirt piles are deemed excessive and impede the proper maintenance of a property, the dirt piles shall be either leveled or removed.

Noxious, or other weeds, and tall grass

- Excess building materials, junk, debris, etc. shall be removed to facilitate the proper maintenance of the property.
- Undeveloped property shall be mowed a minimum of three (3) times per growing season, designated May 1 through November 15, within the following timeframes: May 1 to July 1, July 2 to August 30, Sept 1 to November 15.
- Residential property containing excessively tall grass, as deemed by the Environmental Health Division, shall bag the grass cuttings in order to eliminate a possible rodent harborage and/or mosquito-breeding environment.
- Certain property conditions may be exempt from cutting or mowing if the Environmental Health Division warrants an exemption to include but not limited to:
 - 30% of a property may be allowed to be xeriscape, i.e. taller decorative grasses, shrubs, etc. without a formal land management plan.
 - The property cannot be safely mowed, it is highly erodible, it is located in an undisturbed natural area, it is reclaimed as a natural area, it is densely wooded, it is in a natural or a man-made wetland, and/or it is zoned agricultural.

Administrative Action

If the Environmental Health Division deems a property in violation of City Ordinance 11-0805 & 11-0806, and the property owner fails to take the appropriate measures to control the stagnant water, excavations, dirt piles, and/or tall weeds and grass, the City of Fargo will resolve the violation(s) at the cost to the property owner and/or initiate legal action to resolve the violation(s).



Public Health
Prevent. Promote. Protect.
Fargo Cass Public Health

FARGO CASS PUBLIC HEALTH
401 Third Avenue North
Fargo, ND 58102
Phone 701-241-1360
Fax 701-241-8559
www.cityoffargo.com/health



M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH BACHMEIER
DIRECTOR OF PUBLIC HEALTH

DATE: APRIL 10, 2014

RE: NUISANCE TIER POLICY FOR UNDEVELOPED PROPERTY

Attached please find a proposed **Nuisance Tier Policy-Undeveloped Property**. It is the intent that this policy will supplement current City of Fargo ordinance(s) to resolve nuisances including tall grasses, non-noxious weeds, dirt piles, and/or stagnant water located specifically on undeveloped property. This tiered approach will provide for more consistent response to the frequent nuisance complaints that are received on undeveloped property. This tiered style policy will begin once the City of Fargo Engineer signs off the significant completion date for a specific development or subdivision.

If you have any questions please contact me at 241-1380.

Suggested Motion: Move to approve the ordinance revisions for undeveloped property.

RB/la
Enclosure



FARGO CASS PUBLIC HEALTH ENVIRONMENTAL HEALTH SERVICES

Nuisance Tier Policy – Undeveloped Property

The following policy can supplement current City of Fargo ordinance(s) to resolve nuisances including tall grasses, non-noxious weeds, dirt piles, and/or stagnant water located specifically on undeveloped property.

This tiered style policy will begin once the City of Fargo Engineer signs off the significant completion date for a specific development or subdivision.

Tier 1 – Initial Development Stage

Tier 1 = 1st Day after the significant completion date to the end of 3rd year

- Any stock piled soil shall incorporate a slope grade that allows for the proper maintenance to include mowing the top of the stock pile
- Remove any excess building materials, debris, etc. to facilitate the proper maintenance of the lot
- Mow grass and/or non-noxious weeds which are longer than 8 inches in length and cover more than 30% of the vacant lot as conditions permit, but not less than three times per calendar year
- Complete the necessary actions within 15 days after a formal notice has been issued unless an extension is granted by the Fargo Cass Public Health

Tier 2 – Median Development Stage

Tier 2 = 4th calendar year after the significant completion date

- Provide the same maintenance of the lot(s) as Tier #1 along with the following additional items:
 - Pump or drain any standing water to facilitate the proper maintenance of the lot
 - Complete the necessary actions within 15 days, as specified, unless an extension is granted by the Fargo Cass Public Health

Tier 3 – Mature Development Stage

Tier 3 = 5th calendar year after the significant completion date & beyond

- Provide the same maintenance of the lot(s) as Tier #1 & #2 along with the following additional items:
 - The lot shall be brought to a grade that eliminates any standing water or retention areas in order to facilitate the proper maintenance of the lot
 - The lots shall be seeded with grass seed to reduce the number of non-noxious weeds
 - Complete the necessary actions within 7 days, as specified, unless an extension is granted by the Fargo Cass Public Health

Administrative Action-

If you fail to take appropriate action for your Tier Development Stage within the specified time frame the City shall have the authority to cut or mow the non-noxious weeds and grasses, fill any excavation, or remove dirt piles and assess the costs to the property owner and/or initiate legal action to resolve the violation(s).

Director of Public Health

Date

Mayor, City of Fargo

Date



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FARGO CASS PUBLIC HEALTH
1240 25th Street South
Fargo, ND 58103-2367
Phone 701-241-1360
Fax 701-241-1366
FargoCassPublicHealth.com

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: GRANT LARSON ~~DS~~
DIRECTOR OF FARGO CASS PUBLIC HEALTH

DATE: MAY 29, 2019

RE: ENVIRONMENTAL HEALTH SERVICES AGREEMENT
BETWEEN FARGO CASS PUBLIC HEALTH AND CITY OF
WEST FARGO

Staff at Fargo Cass Public Health request approval of the attached Environmental Health Services Agreement between Fargo Cass Public Health and the City of West Fargo.

If you have any questions, please contact me at 241-1388.

Suggested Motion: Move to approve the Environmental Health Services Agreement between Fargo Cass Public Health and the City of West Fargo.

GL
Enclosure



**AGREEMENT FOR PROVISION OF ENVIRONMENTAL HEALTH SERVICES
FOR THE CITY OF WEST FARGO BY
FARGO CASS PUBLIC HEALTH**

THIS AGREEMENT, is made and entered into this 18th day of March, 2019 (the "Effective Date"), by and between the City of Fargo, a North Dakota political subdivision, whose address is 200 3rd Street North, Fargo, North Dakota 58102 (the "City of Fargo"), and the City of West Fargo, a North Dakota political subdivision, whose address is 800 4th Avenue East, West Fargo, North Dakota 58078 (the "City of West Fargo") (collectively, the "parties").

RECITALS

WHEREAS, the City of Fargo and the City of West Fargo hereby enter into this Agreement under which environmental health services will be provided by Fargo Cass Public Health, a department of the City of Fargo (the "Health Department"), to the City of West Fargo pursuant to the terms of this Agreement; and

WHEREAS, under North Dakota Century Code § 23-35-04, a city public health unit has all necessary powers and duties of a public health unit provided under N.D.C.C. Chapter 23-35, which includes the power to provide health services to other cities; and

WHEREAS, the City of Fargo and the City of West Fargo desire to work in a cooperative manner to provide environmental health services to the City of West Fargo by the Health Department; and

WHEREAS, the parties desire to memorialize the terms, provisions, and conditions contained in this Agreement in writing.

NOW THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Purpose.** This Agreement is made pursuant to N.D.C.C. § 54-40-01, which authorizes the joint and cooperative exercise of power common to the contracting parties. The intent of this Agreement is to increase efficiencies with respect to licensing, investigating, inspecting, and enforcing environmental health related ordinances, regulations, and rules adopted and implemented by the West Fargo Board of City Commissioners and enforced by the Health Department. This Agreement does not create a separate political subdivision.

2. **Relationship of the Parties.** The Health Department agrees to cooperate with the City of West Fargo for the purposes and to the extent set forth in this Agreement, and its relationship to the City of West Fargo will, during the term of this Agreement, be that of an independent contractor. The Health Department will be free to use such portion of its entire time, energy, and skill, during the course of this Agreement, to meet its contractual obligation to the City of West Fargo. Neither the Health Department, nor its personnel, will be considered to be employed by the City of West Fargo or entitled to participate in any plans, arrangements, or distributions by the City of West Fargo pertaining to or in connection with any benefits accorded to the City of West Fargo's regular employees. The City of West Fargo will not be financially responsible to the Health Department or the City of Fargo and will not be responsible for the payment of any cost of living allowances, merit increases, medical insurance, public employees' retirement, life insurance or disability coverage, sick leave, holiday pay or vacation pay, or any benefit of any kind not specifically set forth in this Agreement.
3. **Term.** This Agreement commences on the 1st day of July, 2019, and terminates on the 30th day of July, 2024, unless extended or terminated, in writing, by the City of Fargo and the City of West Fargo.
4. **Termination.** This Agreement may be terminated, at any time, upon sixty (60) days' written notice thereof to the other party.
5. **Services and Retention of Fees Paid.**
 - a. The Health Department will provide adequate personnel to perform services set out in this Agreement. In the event the City of West Fargo deems the personnel inadequate or abundant, the parties agree to cooperate to determine the adequate number of personnel to provide said services.
 - b. The primary duty of personnel shall be to provide inspection and enforcement of the environmental health ordinances, regulations, and rules of the City of West Fargo, the State of North Dakota, and applicable federal regulations relating to food service establishments, grocery stores, bakeries, bars, swimming pools, child care facilities, pet shops, hotels and motels, sanitizing and testing of freezing/dispensing machines, tattoo and body art establishments, tanning facilities, and any other environmental health related ordinances, regulations, and rules.
 - c. In addition to inspections of such facilities, responsibilities covered by this Agreement include following up on complaints, enforcement of violations, working with City of West Fargo personnel on licensing issues, and pre-inspections of certain establishments. The inspection, testing, and monitoring of such premises in the City of West Fargo covered by this Agreement will be done in basically the same manner as is done by the Health Department in the City of Fargo. Health Department personnel providing services under this Agreement shall provide consultation, direction, and expertise involving environmental issues, and direct the appropriate governmental agency to initiate action under their existing statutes, rules, or regulations.

d. The parties recognize that the Health Department issues invoices to persons, businesses, and other entities within the City of West Fargo for annual licenses according to a schedule of license fees set by resolution of the Board of City Commissioners of the City of Fargo, which schedule may be modified from time to time; provided, however, that City of West Fargo annual license fees shall not be greater than City of Fargo license fees. Said invoices are paid to Fargo Cass Public Health. Such payments, when received, are deposited into a general account of the City of Fargo (currently, Acct. No. 101-0000-320-70-00). The parties recognize and agree to such invoicing and depositing of such funds and agree that the City of Fargo may fully retain such revenues.

6. **Emergency Services.** In the event of an emergency, the City of West Fargo and the Health Department shall coordinate with Cass Fargo Emergency Management, Cass County Emergency Management, and other local agencies to make available resources in support of local government to minimize the impact of emergencies and disasters on people, property, and the environment.
7. **Workers' Compensation.** Each party shall be responsible for injuries or death of its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Each party waives the right to sue the other party for any workers' compensation benefits paid to its own employee or volunteer or their dependants, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.
8. **Enforcement.** With respect to enforcement of the foregoing environmental health services within the jurisdiction of the City of West Fargo through civil or criminal litigation, or any combination thereof, the City of West Fargo will be responsible for the pursuit of such civil litigation, criminal litigation, or both, as may be appropriate and the Health Department will refer such matters to the attorney(s) for the City of West Fargo for such action.
9. **Notice.** Any notice or election required or permitted to be given or served by any party to this Agreement upon any other will be deemed given or served in accordance with the provisions of this Agreement if said notice or election is (a) delivered personally, or (b) mailed by United States certified mail, return receipt requested, postage prepaid, and in any case, properly addressed as follows:

If to Fargo: Fargo Cass Public Health
Attn: Director of Public Health
1240 25th Street South
Fargo, ND 58103

AND to: City of Fargo
Attn: City Auditor
200 North 3rd Street
Fargo, ND 58102

If to West Fargo: City of West Fargo
 Attn: City Administrator
 800 4th Avenue East
 West Fargo, ND 58078

Each such mailed notice or communication will be deemed to have been given on the date the same is deposited in the United States mail. Each such delivered notice or communication will be deemed to have been given upon the delivery. Any party may change its address for service of notice in the manner specified in this Agreement.

10. **Indemnification.** The City of West Fargo hereby agrees to indemnify and hold the Health Department and the City of Fargo, its officers, agents, employees, and representatives harmless from any and all claims, demands, and causes of action which may be asserted against the Health Department or the City of Fargo as a result of rendering of any of the services which are described in this Agreement.
11. **Merger Clause.** This Agreement constitutes the entire agreement by and between the parties, and any other prior representations or agreements are deemed merged herein, and those not specified herein do not represent any agreements or promises or covenants or representations on the part of either party hereto.
12. **Written Amendment Required.** No amendment, modification, or waiver of any condition, provision, or term shall be valid or of any effect unless made in writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein shall limit the remedies and rights of the parties thereto under and pursuant to this Agreement.
13. **Severability Clause.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
14. **Rules of Construction.** The parties acknowledge that they have had the opportunity to review this Agreement, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this Agreement.
15. **Agreement Binding on Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors, and assigns.

16. **Applicable Law.** This Agreement shall be controlled by the laws of the State of North Dakota, and any action brought as a result of any claim, demand, or cause of action arising under the terms of this Agreement shall be brought in an appropriate venue in the State of North Dakota.
17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of them shall be considered an original document, but all of which shall be considered one and the same agreement and shall become binding when one or more counterparts have been signed by each of the parties.

IN WITNESS WHEREOF, the parties have set their hands as of the Effective Date first written above.

CITY OF FARGO

Tim Mahoney, Mayor

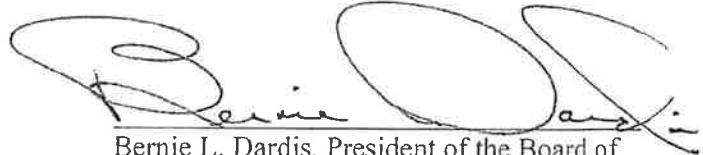
FARGO CASS PUBLIC HEALTH



Desi Fleming, Director of Public Health

[Signatures continue on the following page.]

CITY OF WEST FARGO



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

ATTEST:


Tina Fisk, City Administrator



Public Health
Prevent. Promote. Protect.
Fargo Cass Public Health

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FARGO CASS PUBLIC HEALTH
1240 25th Street South
Fargo, ND 58103-2367
Phone 701-241-1360
Fax 701-241-1366
FargoCassPublicHealth.com

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING ~~DF~~
DIRECTOR OF PUBLIC HEALTH

DATE: MAY 28, 2019

RE: FARGO PUBLIC SCHOOLS CONTRACT FOR \$524.70

The attached contract of \$524.70 with Fargo Public Schools is for nursing services for Special Education services summer school 2019.

No budget adjustment is required for this contract.

If you have any questions please contact me at 241-1380.

Suggested Motion: Move to approve the Service Agreement with Fargo Public Schools for Special Services.

DF/lls
Enclosure

FARGO PUBLIC SCHOOLS
Department of Support Services
SERVICE AGREEMENT

AGENCY/INDIVIDUAL OFFERING SERVICE: FARGO CASS PUBLIC HEALTH DEPARTMENT
1240 25th STREET SOUTH, FARGO, ND 58103

General Nature Of Service To Be Provided: Extended Nursing Care Services For Special Education Students With Severe Health Related Disabilities

AGREEMENT DURATION PERIOD: JUNE 11, 2019 THROUGH JULY 25, 2019 (TUES-THURS)

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO, THAT:

- A. The agency identified above shall provide the following services:
1. Consultation, evaluation and patient services for special education students with unique health services identified as related special education nursing services in student Individual Education Plans.
2. Upon request, assistance with the design of health protocols for specific special education students.
B. The District shall reimburse the Agency identified above as follows for expenses associated with this agreement:
1. Time Period/Rate - The services requested shall be limited to 18 days. Service providers may vary depending upon individual student needs or changing needs. Total service provided shall be allocated as follows:
RN Ben Franklin .75 hours x 9 days in June @ \$42.00 \$ 283.50
RN Ben Franklin .50 hours x 9 days in July @ \$42.00 \$ 189.00
Mileage Estimate 90 miles (5 miles x 18 days) @ \$0.58 \$ 52.20
2. Service Cost - The maximum cost the services provided shall not exceed \$ 524.70
3. Payment Schedule - Payments shall be made to the Provider upon receipt of monthly billing statements which contain the names of eligible students served, dates, amount and type of service provided.
4. Medicaid Claims -The District shall process all Medicaid claims for eligible students served through this agreement.
C. The Provider agrees that all terms and conditions specified in an existing contract with the District shall be applicable to this service agreement.

APPROVED AND EXECUTED THIS ___ DAY OF JUNE, 2019.

Fargo Public Schools

BY: [Signature]
Business Manager

BY: [Signature]
Director of Special Education and Student Support Services

Fargo / Cass Public Health

BY:
Mayor, City of Fargo , Timothy J. Mahoney

BY: [Signature]
Director of Public Health Desi Fleming




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Fargo Inspections

City of Fargo
225 4th Street North
701-241-1561
fax 701-241-1526

Memorandum

DATE: May 27, 2019
TO: Mayor Mahoney and Board of City Commissioners
FROM: Bruce Taralson, Inspections Director and Secretary, Board of Appeals. 
SUBJECT: 2018 International Codes Adoption and recommended motion

Mayor and Commissioners, please accept this as the report from your Board of Appeals regarding the adoption of the 2018 International Codes for use within Fargo's jurisdiction.

Each three years your Board's task is to review the newest available codes, hold public hearings on the same and report its recommendation to you. This is that report. Your Board has conducted public hearings on these codes since early September 2018. At these hearings Inspections and Fire staff publicly reviewed all the changes to these codes making recommendations during these hearings. Your Board took into account these staff recommendations as well as public input gathered from the hearings to formulate its recommendation to you. These were incorporated into the respective sets of amendments to the separate codes.

Your Board recommends adoption of the 2018 editions of the International Building Code, the International Fire Code, the International Residential Code, the International Mechanical Code, the International Fuel Gas Code, the International Energy Conservation Code, the International Property Maintenance Code, and the International Existing Building Code together with the amendments to each which you will find accompanying this report.

Thank you for this opportunity to serve in this capacity for our community.

Suggested Motion: **Receive and file this report and direct the City Attorney to prepare the necessary ordinances for adoption of these codes together with the recommended amendments thereto.**

Handwritten signature in blue ink, consisting of the letters "BT" in a stylized, cursive font.

2018 International Building Code AMENDMENTS

Section 101.1 is hereby amended to read as follows:

Section 101.1 – Title. These regulations shall be known as the Building Code of ~~(NAME OF JURISDICTION)~~ the city of Fargo hereinafter referred to as “this code.”

Section 101.4.3 is hereby amended to read as follows:

Section 101.4.3 Plumbing. The provisions of the ~~International Plumbing Code~~ North Dakota State Plumbing Code shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system. The provisions of the ~~International Private Sewage Disposal Code~~ North Dakota State Plumbing Code shall apply to private sewage disposal systems.

Section 104.2.1 is hereby deleted in its entirety.

Section 104.8.1 is hereby amended to read as follows:

Section 104.8.1 Any suit instituted against an officer or employee because of an act or omission performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be afforded all the protection provided by the city's insurance pool and immunities and defenses provided by other applicable state and federal laws and shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The building official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code. This code shall not be construed to relieve from or lessen the responsibility of any person owning, operating, or controlling any building or structure for any damages to persons or property caused by defects, nor shall the code enforcement agency or the city be held as assuming any such liability by reason of the inspection authorized by this code or any permits or certificates issued under this code.

Section 104.10.1 is hereby deleted in its entirety.

Section 105.2 is hereby amended as shown

Work exempt from permit...

Building:

2. Fences not over ~~7~~ 8.5 feet high.

6. Sidewalks and driveways ~~not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below and are not part of an accessible route.~~

11. Swings and other playground equipment ~~accessory to detached one- and two-family dwellings.~~

12. Window awnings in ~~Group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.~~

14. Reroofing.

Section 107.2.6.1 is hereby deleted.

Section 107.3.1 is hereby amended to read as follows:

Section 107.3.1. Approval of construction documents. When the building official ... One set of construction documents so reviewed shall be retained by the Building Official. ~~The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the building official or a duly authorized representative.~~

Section 109.2 is hereby amended to read as follows:

Section 109.2 -- Schedule of permit fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit and plan review shall be paid as required, in accordance with the schedule as established by the ~~applicable governing authority~~ Board of City Commissioners. The plan review fees specified in

this subsection are separate from, and in addition to, permit fees. When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in Section 107.3.4.1, an additional plan review fee shall be charged in an amount not to exceed 10% of the building permit fee established in Section 108.2.

Section 110.3.3 is hereby deleted in its entirety.

Section 110.3.11.1 is hereby deleted in its entirety.

Section 305.2 is hereby amended to read as follows:

305.2. Group E, day care facilities. This group includes buildings and structures or portions thereof occupied by more than ~~five~~ twelve children older than 2 ½ years of age who receive educational, supervision or personal care services for fewer than 24 hours per day.

Section 305.2.2 is hereby amended to read as follows:

305.2.2 Five Twelve or fewer children. A facility having ~~five~~ twelve or fewer children receiving such day care shall be classified as part of the primary occupancy.

Section 305.2.3 is hereby amended to read as follows:

305.2.3 Five Twelve or fewer children in a dwelling unit. A facility such as the above within a dwelling unit and having ~~five~~ twelve or fewer children receiving such day care shall be classified as a Group R-3 occupancy or shall comply with the International Residential Code.

Section 308.5 is hereby amended to read in part as follows:

“...occupied by more than ~~five~~ twelve persons of any age

Section 308.5.1 is hereby amended to read in part as follows:

“.....provides care for more than ~~five~~ twelve but not more than 100 children...”

Section 308.5.3 is hereby amended to read as follows”

308.5.3 Five Twelve or fewer persons receiving care. A facility having ~~five~~ twelve or fewer persons receiving custodial care shall be classified as part of the primary occupancy.

Section 308.5.4 is hereby amended to read as follows:

Section 308.5.4 Five Twelve or fewer persons receiving care in a dwelling unit. A facility such as the above within a dwelling unit having ~~five~~ twelve or fewer persons receiving custodial care shall be classified as a Group R-3 occupancy or shall comply with the International Residential Code.

Section 406.3.2.1 final sentence of paragraph 1 is hereby deleted to read as follows:

~~Doors shall be self-closing and self-latching~~

Section 802.4 is hereby deleted in its entirety.

Section 903.3.1.1 is hereby amended to read as follows:

Section 903.3.1.1. Sprinkler heads in unoccupied mall tenant spaces may be installed at ceiling height if allowed by the code official. Permission will be granted on an individual basis. Combustible storage shall not be allowed in these unoccupied tenant spaces if sprinkler heads are installed at the ceiling height. Signage shall be provided outlining the storage restriction.

Section 905.1 is hereby amended to add an exception to read as follows.

Exception: The installation of fire hose on standpipes may be omitted when approved by the fire code official. Approved standpipe hose valves and connection shall be provided where required.

Section 907.2.3 is hereby amended to read as follows:

Section 907.2.3 Group E. A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E occupancies. When *automatic sprinkler systems* or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. Where approved by the fire code official, a building's emergency communication system interfaced with the fire alarm system in accordance with NFPA 72 is acceptable.

Section 907.2.10.1 is hereby amended to add paragraph number 4 to read as follows:

4. In dwelling units where the ceiling height of a room open to the hallway serving the sleeping rooms exceeds that of the hallway by 24 inches (610 mm) or more, smoke detectors shall be installed in the hallway and in the adjacent room.

Section 907.2.10.2 is hereby amended to add paragraph number 4 to read as follows:

4. In dwelling units where the ceiling height of a room open to the hallway serving the sleeping rooms exceeds that of the hallway by 24 inches (610 mm) or more, smoke detectors shall be installed in the hallway and the in the adjacent room.

Section 1010.1.9.4 is hereby amended to add paragraph number 7 to read as follows:

7. Egress doors from occupied roofs, or doors that are used to gain access to the interior of the building shall be allowed to lock from the outside if all of the following are provided.

7.1 Compliance with all aspects of Section 1010.1.9.4 item #2

7.2 Compliance with 1009.8

7.3 The door locks shall unlock on actuation of the automatic sprinkler system and automatic fire detection system and the door locking system shall be installed to have the capability of being unlocked by a switch located at the Fire Command center.

Section 1011.1 Exception is amended to read as follows:

Exceptions: 1. Within rooms or spaces used for assembly purposes, stepped aisles shall comply with Section 1029.

2. Stairways used only to attend equipment or private stairways serving an occupant load of 10 or fewer persons and which are not accessible to the public need not comply with sections 1011.2 through 1011.13.

Section 1011.2 Exception 4 Is added to read as follows:

4. Stairways used only to attend equipment or private stairways serving an occupant load of 10 or fewer persons and which are not accessible to the public.

Section 1011.5.2 paragraph 3 is hereby amended and paragraph 6 is added to read as follows:

3. In Group R-3 occupancies; within dwelling units in occupancies in Group R-2 occupancies; and in Group U occupancies, that are accessory to a Group R-3 occupancy or accessory to individual dwelling units in Group R-2 occupancies; the maximum riser height shall be ~~7.75 inches (197 mm)~~ 8.00 inches and the minimum tread depth shall be ~~10 inches (254 mm)~~ 9 inches;

6. Stairways used only to attend equipment or private stairways serving an occupant load of 10 or fewer persons and which are not accessible to the public are permitted to have a maximum 8inch riser height and minimum 9inch tread depth.

Section 1011.11 exceptions 5 and 6 are added to read as follows:

5. Stairways used only to attend equipment or private stairways serving an occupant load of 10 or fewer persons and which are not accessible to the public.

6. Vehicle service pit stairways are exempt from the rules for stairway railings and guards if they would prevent a vehicle from moving into a position over the pit.

Section 1015.2 is hereby amended as follows:

Section 1015.2. Guards shall be located along open-sided walking surfaces, including mezzanines, equipment platforms, stairs, ramps and landings, that are located more than 30 inches (762mm) ~~measured vertically to the floor or grade below at any point within 36 inches (914mm)~~ horizontally to the edge of the open side above the floor or grade below or if within 36 inches (914mm) horizontally to the edge of the open side of the vertical measurement to the floor or grade below is greater than 48 inches. Guards shall be adequate in strength and attachment in accordance with section 1607.8.

Section 1104.4, Exception 1 is hereby amended as follows:

1. An accessible route is not required to stories, basements, and mezzanines and occupied roofs that have an aggregate area of not more than 3,000 square feet (278.7 m²), are located above and or below accessible levels and are below the third story...

Section 1202.1 is hereby amended as follows:

Delete the second paragraph as follows:

~~Where the air infiltration rate in a dwelling units is less than 5 air changes per hour where tested with a blower door at a pressure 0.2 inch w.c. (50 Pa) in accordance with Section R402.4.1.2 of the International Energy Conservation Code- Residential Provisions, the dwelling unit shall be ventilated by mechanical means in accordance with Section 403 of the International Mechanical Code.~~

Section 1202.4.4 is hereby deleted in its entirety.

Section 1206 Sound Transmission is hereby deleted in its entirety.

Sections 1402.6 and 1402.7 are hereby deleted in their entirety.

Sections 1403.6 and 1403.7 are hereby deleted in their entirety.

Section 1601.1 is hereby amended to add the following as a new second paragraph.

It shall not be the responsibility of the building official to determine engineering requirements of this code. Exclusive of the conventional light-frame wood construction provisions referenced in Section 2308, the method to resist loads as referenced in this chapter is the responsibility of a structural engineer or other qualified design professional.

Section 1610.1 exception is hereby amended to read as follows:

Exception: Foundation walls extending not more than ~~8~~ 9 feet (~~2438~~ mm) below grade and laterally supported at the top by flexible diaphragms shall be permitted to be designed for active pressure.

Section 1612 is hereby deleted in its entirety.

Section 1804.4 is hereby deleted and the following section enacted:

Section 1804.4 Site Grading. Surface drainage shall be diverted to a storm sewer conveyance or other approved point of collection. Lots shall be graded to drain surface water away from foundation walls.

The procedure used to establish the final ground level adjacent to the foundation shall account for additional settlement of the backfill.

Section 1804.5 is hereby deleted in its entirety.

Section 1805.1.2.1 is hereby deleted in its entirety.

Section 1809.5 is hereby amended to add a new exception 4 as follows:

4. Free-standing buildings used as Group U occupancies for the storage of private or pleasure-type motor vehicles constructed in accordance with Sections 406.3.1.

Section 2901.1 is hereby amended to read as follows:

The provisions of this chapter and the ~~International Plumbing Code~~ North Dakota State Plumbing Code shall govern the design, construction, erection and installation of plumbing components, appliances, equipment and systems used in buildings and structures covered by this code. Toilet and bathing rooms shall be constructed in accordance with Section 1209. Private sewage disposal systems shall conform to the ~~International Private Sewage Disposal Code~~ North Dakota State Plumbing Code. The International Fire Code, the International Property Maintenance Code and the ~~International Plumbing Code~~ North Dakota State Plumbing Code shall govern the use and maintenance of plumbing components, appliances, equipment and systems. The International Existing Building Code and the ~~International Plumbing Code~~ North Dakota State Plumbing Code shall govern the alteration, repair, relocation, replacement and addition of plumbing components, appliances, equipment and systems.

Section 3313 is hereby deleted in its entirety.

2018 International Fire Code Amendments

Section 101.1 is amended to read as follows:

101.1 Title. These regulations shall be known as the *Fire Code* of ~~[NAME OF JURISDICTION]~~ the city of Fargo, hereinafter referred to as “this code.”

Section 102.1 Subsection 3 is hereby deleted in its entirety.

Section 102.6 is hereby amended to read as follow:

102.6 Historic buildings. The provisions of this code relating to the construction, *alteration*, repair, enlargement, restoration, relocation or moving of buildings or structures shall not be mandatory for existing buildings or structures identified and classified by the state or local jurisdiction as historic buildings where such buildings or structures do not constitute a distinct hazard to life or property. Fire protection in designated historic buildings shall be provided with an *approved* fire protection plan. ~~as required in Section 1103.1.1.~~

Section 103.4 is hereby amended to read as follows:

103.4 Liability. The fire code official, member of the board of appeals, officer or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered civilly or criminally liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act or omission performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be afforded all the protection provided by the city's insurance pool and immunities and defenses provided by other applicable state and federal laws and shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The building official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

This code shall not be construed to relieve from or lessen the responsibility of any person owning, operating, or controlling any building or structure for any damages to persons or property caused by defects nor shall the code enforcement agency or the city be held as assuming any such liability by reason of the inspection authorized by this code or any permits or certificates issued under this code.

Section 105.4.6 is hereby amended to read as follows:

105.4.6 Retention of construction documents. One set of construction documents shall be retained by the fire code official for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws. ~~One set of approved construction documents shall be returned to the applicant, and said set shall be kept on the site of the building or work at all times during which the work authorized thereby is in progress.~~

Table 105.6.8 is amended to read as follows:

Table 105.6.8 Permit Amounts for Compressed Gases.

Carbon dioxide used in carbon dioxide enrichment systems ~~875 (100 lbs)~~ 4375 (500 lbs.)
Carbon dioxide used in insulated liquid carbon dioxide beverage dispensing applications ~~875 (100 lbs)~~ 4375 (500 lbs.)

Section 105.6.16 Subsection 2 is hereby amended in part to read as follows:

2. To store, handle or use Class 1 A liquids in excess of ~~5~~ 30 gallons, Class 1B liquids in excess of 60 gallons, Class 1C liquids in excess of 90 gallons (19 L) in a building or ~~in excess of 10 gallons (37.9 L)~~ outside of a building, except that a permit is not required for the following:

Section 105.6.16 Subsection 3 is hereby amended to read as follows:

To store, handle or use Class II or Class IIIA liquids in excess of ~~25~~ 120 gallons (~~95 L~~) in a building or in excess of ~~60~~ 120 gallons (~~227 L~~) outside a building, except for fuel oil used in connection with oil-burning equipment.

Section 105.6.23 Subsections 1, 5, and 6 of are hereby deleted in their entirety.

Section 105.6.29 is hereby deleted in its entirety.

Section 105.6.30 is hereby deleted in its entirety.

Section 105.6.31 Motor fuel-dispensing facilities is hereby deleted in its entirety.

Section 105.6.34 is amended to read as follows:

105.6.34 Open flames and candles. An operational permit is required to use open flames or candles in connection with assembly areas, dining areas of restaurants or drinking establishments. For purposes of this provision, churches shall not be deemed to be assembly areas and shall not be required to obtain a permit to utilize candles in religious ceremonies.

Section 105.6.36 Outdoor assembly event is hereby deleted in its entirety.

Section 105.6.38 Plant extraction systems is hereby deleted in its entirety.

Section 105.6.43 is amended to read as follows:

105.6.43 Repair garages and motor fuel dispensing facilities. An operational permit is required for operation of repair garages.

Section 105.6.47 is amended to read as follows:

Section 105.6.47 Temporary membrane structures and tents. An operational permit is required to operate an air-supported temporary membrane structure, a temporary special event structure, or a tent having an area in excess of 400 square feet (37m²) for the purposes of assembly.

Section 105.7.1 is hereby deleted in its entirety.

Section 105.7.2 is hereby deleted in its entirety.

Section 105.7.3 is hereby deleted in its entirety.

Section 105.7.4 is hereby deleted in its entirety.

Section 105.7.7 is hereby deleted in its entirety.

Section 105.7.8 is hereby deleted in its entirety.

Section 105.7.11 is hereby deleted in its entirety.

Section 105.7.12 is hereby deleted in its entirety.

Section 105.7.14 is hereby deleted in its entirety.

Section 105.7.16 is hereby amended to read as follows:

105.7.16 LP-gas. A construction permit is required for installation of or modification to an LP-gas system with a single container in excess of 2000 gallons water capacity or the aggregate capacity of containers is more than 4000 gallons in water capacity.

Section 105.7.17 is hereby deleted in its entirety.

Section 105.7.18 is hereby deleted in its entirety.

Section 105.7.19 is hereby deleted in its entirety.

Section 105.7.20 is hereby deleted in its entirety.

Section 105.7.21 is hereby deleted in its entirety.

Section 105.7.22 is hereby deleted in its entirety.

Section 105.7.24 is hereby deleted in its entirety.

Section 105.7.25 is hereby deleted in its entirety.

Section 110.4 is amended in part to read as follows:

110.4 Violation penalties.

...shall be guilty of an ~~{SPECIFY OFFENSE} infraction, punishable by a fine of not more than [AMOUNT] dollars or by imprisonment not exceeding [number of days], or both such fine and imprisonment.~~ Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed \$1,000.00; the court to have power to suspend said sentence and to revoke the suspension thereof.

Section 112.4 is amended to read as follows:

112.4 Failure to comply. Any *person* who shall continue any work after having been served with a stop work order, except such work as that *person* is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not ~~less than [AMOUNT] or more than [AMOUNT]~~ five hundred dollars.

Section 308.1.4 is amended to read as follows:

308.1.4 Open-flame cooking devices. Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or decks or within 10 feet (3048 mm) of combustible construction.

Exceptions:

One- and two-family *dwelling*s.

Where buildings, balconies and decks are protected by an *automatic sprinkler system*.

LP-gas cooking devices having LP-gas container with a water capacity not greater than ~~2 ½ pounds [nominal 1 pound (0.454 kg)]~~ 47.8 pounds [nominal 20 pounds (9 kg)] LP-gas capacity].

Section 308.3 is amended by adding the following subsection 1.4 to exception 1:

308.3 Group A Occupancies. Open-flame devices shall not be used in a Group A occupancy.

Exceptions:

1. Open-flame devices are allowed to be used in the following situations, provided *approved* precautions are taken to prevent ignition of a combustible material or injury to occupants:

1.4 Open-flame devices for food warming.

Section 319.4 is hereby amended to read as follows:

319.4 Fire protection. Fire Protection shall be provided in accordance with Sections ~~319.4.1 and~~ 319.4.2.

Section 319.4.1 is hereby deleted in its entirety.

Section 503.4 is amended to read as follows:

503.4 Obstruction of fire apparatus access roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 and 503.2.2 shall be maintained at all times.

Enforcement of such prohibited parking may be accomplished in the same manner as regulations contained in Article 8-10 and in Section 9-0705 of the Fargo Municipal Code.

Section 510.1 is amended to read as follows:

510.1 Emergency responder radio coverage in new buildings. When required by the fire code official, new buildings shall have *approved* radio coverage for emergency responders within the building based on the existing coverage levels of the public safety communication systems of the jurisdiction at the exterior of the building. This section shall not require improvement of the existing public safety communication systems.

Section 806.1.1 is amended by adding the following exception:

3. For purposes of this provision, churches shall not be deemed public buildings and may utilize natural or resin bearing cut trees in the altar area of the church. No electric lighting is allowed on the tree.

Section 903.3.1 is amended to read as follows:

903.3.1 Standards. Sprinkler systems shall be designed with a 5 psi safety margin and installed in accordance with Sections 903.3.1.1, 903.3.1.2 or 903.3.1.3 and other chapters of this code, as applicable.

Section 905.1.1 is amended by adding the following:

Section 905.1.1 Standpipe Hose. The installation of fire hose on standpipes may be omitted when approved by the fire code official. Approved standpipe hose valves and connections shall be provided where required.

Section 907.8.3 is hereby deleted in its entirety.

Section 1009.8.1 is hereby amended to read as follows:

1009.8.1 System requirements. Two-way communication systems shall provide communication between each required location and the fire command center or a central control point location *approved* by the fire department. Where the central control point is not constantly attended, a two-way communication system shall have a timed automatic telephone dial-out capability to a monitoring location ~~or 9-1-1~~. The two-way communication system shall include both audible and visible signals.

1010.1.9.4 Locks and Latches is amended to add subsection 7 as follows:

7. Egress doors from occupied roofs, or doors that are used to gain access to the interior of the building shall be locked from the outside if all of the following are provided.

7.1 Compliance with 1010.1.9.4 item #2

7.2 Compliance with 1009.8

7.3 The door locks shall unlock on activation of the automatic sprinkler system and automatic fire detection system and the door locking system shall be installed to have the capability of being unlocked by a switch located at the fire command center.

7.4 A readily visible durable sign is posted on both sides of the door or adjacent to the door stating: THIS DOOR TO REMAIN UNLOCKED WHEN THIS SPACE IS OCCUPIED. The sign shall be in letters 1 inch (25 mm) high on a contrasting background.

Section 1011.5.2, Exceptions 3 and 6 are hereby amended in part to read as follows:

* * *

3. In Group R-3 occupancies; within dwelling units in Group R-2 occupancies; and in Group U occupancies that are accessory to a Group R-3 occupancy or accessory to individual dwelling units in Group R-2 occupancies; the maximum riser height shall be ~~7³/₄ inches (197 mm)~~ 8 inches; the minimum tread depth shall be ~~10 inches (254 mm)~~ 9 inches;

* * *

6. Stairways used only to attend equipment or private stairways serving an occupant load of 10 or fewer persons and which are not accessible to the public are permitted to have a maximum 8 inch riser height and minimum 9 tread depth.

Chapter 11 is hereby deleted with the exception of Sections 1103.8 and 1103.9.

Chapter 23 is amended by adding the following Subsection 6 to Section 2303.1:

6. On new installations, dispensing devices used to fill portable containers with home heating fuels shall not be located on the same island where Class I liquids are dispensed.

Section 2306.1 is amended to read as follows:

2306.1 General. Storage of flammable and combustible liquids shall be in accordance with Chapter 57 and Sections 2306.2 through 2306.6.3. See also Fargo Municipal Code, Section 9-0604.

Section 3106.2 General is amended to read as follows:

3106.2 General. Outdoor assembly events with planned attendance exceeding 1,000 people shall be in accordance with this section and Section 403.12. Temporary structures erected for outdoor assembly events shall comply with this chapter.

Section 5704.2.9.6.1 is amended to read as follows:

5704.2.9.6.1 Locations where above-ground tanks are prohibited. Storage of Class I and II liquids in above-ground tanks outside of buildings is prohibited within the limits established by law as the limits of districts in which such storage is prohibited. Above-ground tanks outside of

buildings shall be installed only in areas zoned industrial or limited industrial and shall be located at least 300 feet from all non-industrial zoned districts.

Section 5704.2.13.1.4 is amended by adding the following Subsection 7 to:

7. Site assessment is required to determine if there are any spills, leaks, or discharge from the tank system. Records of site assessment shall be kept on the site of tank location.

Section 5705.3.7.5.1, exception is amended to read as follows:

Exception: 1. Where natural ventilation can be shown to be effective for the materials used, dispensed or mixed.

2. When approved by the chief, continuous ventilation may be provided for one complete air change per hour, if supplemented with mechanical ventilation designed to provide for a complete air change six times per hour. The non-continuous ventilation equipment and any lighting fixtures shall be operated by the same switch located outside of the door.

Section 5806.2 is amended to read as follows:

5806.2 Limitations Storage of flammable *cryogenic fluids* in stationary containers outside of buildings is prohibited within the limits established by law as the limits of districts in which such storage is prohibited. Stationary containers shall be installed only in areas zoned industrial or limited industrial and shall be located at least 300 feet from all non-industrial zoning districts.

Section 6103.2.1.6 is amended to read as follows:

6103.2.1.6 Use with self-contained torch assemblies. Portable LP-gas containers are allowed to be used to supply *approved* self-contained torch assemblies or similar appliances. Such containers shall not exceed a water capacity of ~~2½ pounds (1 kg)~~ 12 pounds.

Section 6104.2 is amended to read as follows:

6104.2 Maximum capacity within established limits. Within the limits established by law restricting the storage of liquefied petroleum gas for the protection of heavily populated or congested areas, the aggregate capacity of any one installation shall not exceed 2,000 gallons (7570 L). Unprotected tanks with a water capacity exceeding 2,000 gallons shall be installed only in areas zoned industrial or limited industrial and shall be located at least 300 feet from all non-industrial zoning districts.

Appendix B "**Fire-Flow Requirements for Buildings**" is adopted and enacted in its entirety.

Appendix C "**Fire Hydrant Locations and Distribution**" is adopted and enacted in its entirety.

Appendix D "**Fire Apparatus Access Roads**" is adopted and enacted in its entirety.

D103.1 is hereby deleted in its entirety.

2018 International Residential Code AMENDMENTS

Section R101.1 is hereby amended to read as follows:

R101.1 Title. These provisions shall be known as the Residential Code for One- and Two-family Dwellings of ~~[NAME OF JURISDICTION]~~ the city of Fargo, and shall be cited as such and will be referred to herein as "this code."

Section R104.8 is hereby amended to read as follows:

R104.8. Liability. The building official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered civilly or criminally liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties.

This code shall not be construed to relieve from or lessen the responsibility of any person owning, operating, or controlling any building or structure for any damages to persons or property caused by defects, nor shall the code enforcement agency or the city be held as assuming any such liability by reason of the inspection authorized by this code or any permits or certificates issued under this code.

Section R104.8.1 is hereby amended to read as follows:

R104.8.1 Legal defense. Any suit or criminal complaint instituted against an officer or employee because of an act or omission performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be afforded all the immunities and defenses provided by other applicable local, state or federal laws ~~and shall be defended by legal representatives of the jurisdiction until the final termination of the proceedings.~~ The building official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

Section R104.10.1 is hereby deleted in its entirety.

Section R105.2 is hereby amended to read as follows:

R105.2 Work exempt from permit. ~~—Permits shall not be required for the following.~~—Exemption from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. One-story detached accessory structures, ~~used as tool and storage sheds, playhouses and similar uses,~~ provided the floor area does not exceed ~~200~~ 120 square feet (~~185.8~~ m^2).
2. Fences not over ~~7~~ 8.5 feet (~~2134~~ mm) high.
* * *
7. Prefabricated Sswimming pools that are less than ~~24~~ inches (~~610~~ mm) deep.
* * *
9. Window awnings supported by an exterior wall ~~that~~which do not project more than ~~54~~ inches (~~1372~~ mm) from the exterior wall and do not require additional support.
10. Decks not exceeding ~~200~~ 120 square feet (~~185.8~~ m^2) in area, that are not more than ~~30~~ (762 mm) 7 inches above grade at any point, are not attached to a dwelling and do not serve the exit door required by Section R311.4.

Section R105.3.1.1 is hereby deleted in its entirety.

Section R106.1.4 is hereby deleted in its entirety.

Section R106.4 is hereby deleted in its entirety.

Section R108.3 is amended to read as follows:

R108.3 Building permit valuations. Building *permit* valuation shall include total value of the work for which a *permit* is being issued, such as electrical, gas, mechanical, plumbing equipment and other permanent systems, including materials and labor. If, in the opinion of the *building official*, the valuation is underestimated on the application, the *permit* shall be denied, unless the applicant can show detailed estimates to meet the approval of the *building official*. Final building *permit* valuation shall be set by the *building official*.

Section R201.3 is hereby amended to read as follows:

R201.3 Terms defined in other codes. Where terms are not defined in this code such terms shall have meanings ascribed to them as in other code publications of the International Code Council. Wherever the term 'International Plumbing Code' and/or 'International Private Sewage Disposal Code' is used in the International Residential Code, it shall mean the North Dakota State Plumbing Code. Wherever the term 'ICC Electrical Code' is used in the International Residential Code, it shall mean the National Electrical Code together with the North Dakota State Wiring Standards. Wherever reference is made to flood plain requirements, it shall mean the Fargo Flood Plain Management Ordinance together with the Fargo Flood Proofing Code (Fargo Municipal Code Article 21-06).

Table R301.2(1) is hereby amended to include the following entries within the table:

Table 301.2(1)													
Climactic and Geographic Design Criteria													
Ground Snow Load	Wind Design				Seismic Design Category	Subject to Damage From			Winter Design Temp	Ice Barrier Underlayment Required	Flood Hazards	Air Freezing Index	Mean Annual Temp
	Speed (mph)	Topographic Effects	Special Wind Region	Windborne Debris Zone		Weathering	Frost Line Depth	Termite					
50	115	No	No	No	Zone A	Severe	4.5'	None	-18°	Yes	1978	4000	41.5°
Manual J Design Criteria													
Elevation	Latitude	Winter Heating	Summer Cooling	Altitude Correction Factor	Indoor Design Temperature	Design Temperature Cooling	Heating Temperature Difference						
869	46	-17°	88°	None	70°	75°	87°						
Cooling Temperature Difference	Wind Velocity Heating	Wind Velocity Cooling	Coincident Wet Bulb	Daily Range	Winter Humidity	Summer Humidity							
13°	15 mph	7.5 mph	70	M	30%	50%							

Section R301.2.4 is hereby deleted in its entirety.

Table R302.1(1) Exterior Walls. The fourth column is hereby amended as follows:

~~0 < 5 3~~ feet

≥ 5 3 feet

< 2 feet

≥ 2 feet to < 5 3 feet

≥ 5 3 feet

< 3 feet

3 feet

5 feet

< 3 feet

3 feet

Section R302.5.1 is hereby amended to read as follows:

R302.5.1 Opening Protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 1³/₈ inches (35 mm) in thickness, solid or honeycomb-core steel doors not less than 1³/₈ inches (35 mm) thick, or 20-minute fire-rated doors, ~~equipped with a self-closing device or automatic-closing device.~~

Section R303.4 is hereby deleted in its entirety.

Section R307.1 is hereby amended to read as follows:

R307.1 Space required. Fixtures shall be spaced in accordance with ~~Figure R307.1, and in accordance with the requirements of Section P2705.1~~ the North Dakota State Plumbing Code and per Figure R307.1, with the exception of the clearance in front of water closets and bidets which shall be at least 24 inches.

Section R309.3 is hereby deleted in its entirety.

Section R310.2.2 is hereby amended to read as follows:

R310.2.2 Window sill height. Where a window is provided as the emergency escape and rescue opening, it shall have a sill height of not more than 44 inches (1118 mm) above the floor; where the sill height is below grade, it shall be provided with a window well in accordance with Section R310.2.3. Sill height shall be measured from the finished floor to the bottom of the clear opening.

Exception: Below grade emergency escape and rescue windows may have a maximum sill height of 48 inches.

Section R310.2.3.1 is hereby amended to read as follows:

R310.2.3.1 Ladder and steps. Window wells with a vertical depth greater than 44 inches (1118 mm) shall be equipped with a permanently affixed ladder or steps usable with the window in the fully open position, or shall be equipped with a permanently-attached platform at least 30 inches by 16 inches. The maximum distance between the top of the window well and a platform shall be 42 inches and shall not impede the operation of the window. Ladders or steps required by this section shall not be required to comply with Sections R311.7 ~~and R311.8~~. Ladders or rungs shall have an inside width of ~~not less than~~ at least 12 inches (305 mm), shall project ~~not less than~~ at least 3 inches (76 mm) from the wall and shall be spaced not more than 18 inches (457 mm) on center vertically for the full height of the window well.

Exception: Terraced window wells with a maximum of 24 inches per vertical rise and minimum of 12 inches per horizontal projection on each level shall also be allowed.

Section R310.3.2.1 is hereby amended to read as follows:

R310.3.2.1 Ladder and steps. Window wells with a vertical depth greater than 44 inches (1118 mm) shall be equipped with a permanently affixed ladder or steps usable with the window in the fully open position, or shall be equipped with a permanently-attached platform at least 30 inches by 16 inches. The maximum distance between the top of the window well and a platform shall be 42 inches and shall not impede the operation of the window. Ladders or steps required by this section shall not be required to comply with Sections R311.7 ~~and R311.8~~. Ladders or rungs shall have an inside width of ~~not less than~~ at least 12 inches (305 mm), shall project ~~not less than~~ at least 3 inches (76 mm) from the wall and shall be spaced not more than 18 inches (457 mm) on center vertically for the full height of the window well.

Exception: Terraced window wells with a maximum of 24 inches per vertical rise and minimum of 12 inches per horizontal projection on each level shall also be allowed.

Section R311.3 Exceptions are hereby amended to read as follows:

R311.3 Floors and landings at exterior doors. ***

Exceptions:

1. Exterior balconies less than 60 square feet (5.6 m²) and only accessible from a door are permitted to have a landing less than 36 inches (914 mm) measured in the direction of travel.
2. A landing is not required on the outside of exterior doors other than the required egress door, where a stairway with a total rise of less than 30 inches (762 mm) is located on the exterior side of the door, provided the door does not swing over the stairway.

Section R311.3.1 is hereby amended to read as follows:

R311.3.1 Floor elevations at the required egress doors. Landings or finished floors at the required egress door shall not be more than 1½ inches (38 mm) lower than the top of the threshold.

Exception: The landing or floor on the exterior side shall not be more than ~~7¾ 8~~ inches (196 mm) below the top of the threshold provided the door does not swing over the landing or floor.

Where exterior landings or floors serving the required egress door are not at grade, they shall be provided with access to grade by means of a ramp in accordance with Section R311.8 or a stairway in accordance with Section R311.7.

Section R311.3.2 is hereby amended to read as follows:

R311.3.2 Floor elevations for other exterior doors. Doors other than the required egress door shall be provided with landings or floors not more than ~~7¾ 8~~ inches (196 mm) below the top of the threshold.

Exception: A top landing is not required where a stairway ~~of not more than two risers~~ with a total rise of less than 30 inches (762 mm) is located on the exterior side of the door, provided that the door does not swing over the stairway.

Section R311.7.5.1 is hereby amended to read as follows:

R311.7.5.1 - Riser height. The riser height shall be not more than ~~7¾ 8~~ inches (196 mm). ***

Section R311.7.5.2 is hereby amended to read as follows:

R311.7.5.2 Treads. The tread depth shall be not less than ~~40~~ 9 inches (~~254~~ mm). The tread depth shall be measured horizontally between the vertical planes of the foremost projection of adjacent treads and at a right angle to the tread's leading edge. The greatest tread depth within any flight of stairs shall not exceed the smallest by more than 3/8 inch (9.5 mm).

Exception: Where a landing is not provided or required by section R311.3, R311.3.2 or R311.7.6, the top tread of a stair serving exterior doors other than the required exit door, and in-swinging doors opening into an attached garage, shall be permitted to exceed the smallest tread by more than 3/8 inch (9.5mm). Such a tread shall be at least 18 inches (457mm) measured in the direction of travel.

Section R311.7.5.2.1 is hereby amended to read as follows:

R311.7.5.2.1 Winder treads. Winder treads shall have a ~~minimum~~ tread depth of not less than ~~40~~ 9 inches (~~254~~ mm) measured between the vertical planes of the foremost projection of adjacent treads at the intersections with the walkline. ***

Section R311.7.6 exceptions are hereby amended to read as follows:

R311.7.6 Landings for stairways. There shall be a floor or landing at the top and bottom of each stairway. ***

Exceptions:

1. A floor or landing is not required at the top of an interior flight of stairs, including stairs in an enclosed garage, provided a door does not swing over the stairs.
2. A landing is not required at the top of an exterior flight of stairs with a total rise of less than 30 inches, provided the door does not swing over the stairway.

Section R312.1.1 is hereby amended to read as follows:

R312.1.1 Where Required. Guards shall be provided for those portions ~~of located along~~ open-sided walking surfaces, ~~including~~ stairs, ramps and landings, that are located more than 30 inches (762mm) measured vertically to the floor or grade below, ~~at any point within 36 inches (914mm) horizontally to the edge of the open side.~~ Insect screening shall not be considered as a guard.

Section R313.1 is amended to read as follows:

R313.1 Townhouse automatic fire sprinkler systems. An automatic residential sprinkler system shall be installed in townhouses where the townhouses are located on a private street or private fire department access road that is required to be greater than 150 feet in length as required by Section 503 of the International Fire Code.

Section R313.1.1 is amended to read as follows:

R313.1.1 Design and installation. Automatic residential fire sprinkler systems for *townhouses* shall be designed and installed in accordance with Section P2904 or NFPA 13D, NFPA 13R or NFPA 13.

Section R313.2 is hereby deleted in its entirety.

Section R314.3 is hereby amended to read as follows:

R314.3 Location. Smoke alarms shall be installed in the following locations:

5. In dwelling units where the ceiling height of a room open to the hallway serving the bedrooms exceeds that of the hallway by 24 inches (610 mm) or more, smoke detectors shall be installed in the hallway and in the adjacent room.

Section R322 is hereby deleted in its entirety.

Section R326 is hereby deleted in its entirety.

Section R401.1 is hereby amended to read as follows:

R401.1 Application. The provisions of this chapter shall control the design and construction of the foundation and foundation spaces for all buildings. In addition to the provisions of this chapter, the design and

construction of foundations in flood hazard areas as established by ~~Table R301.2(4)~~ shall meet the provisions of ~~Section R322~~ the Fargo Flood Proofing Code (Article 21-06) and any other applicable requirements of the city of Fargo. Wood foundations shall be designed and installed in accordance with AWCF&PA PWF.

Section R401.3 is hereby amended to read as follows:

R401.3 Drainage. Surface drainage shall be diverted to a storm sewer conveyance or other approved point of collection ~~that does not create a hazard~~. Lots shall be graded to drain surface water away from foundation walls. ~~The grade shall fall~~ not fewer than ~~a minimum of 6 inches (152mm) within the first 10 feet (3048mm).~~

Exception: ~~Where lot lines, walls, slopes or other physical barriers prohibit 6 inches (152mm) of fall within 10 feet (3048mm), drains or swales shall be constructed to ensure drainage away from the structure. Impervious surfaces within 10 feet (3048mm) of the building foundation shall be sloped~~ not less than a minimum of 2 percent ~~away from the building.~~

Section R403.1.4.1, Exceptions 1, 2 and 3, are hereby amended to read as follows:

R403.1.4.1 Frost protection

Exceptions:

1. Protection of freestanding accessory structures ~~with an area of 600 square feet (56 m²) or less~~, of light-frame construction, ~~with an eave height of 10 feet (3048 mm) or less~~ shall not be required.
2. Protection of freestanding, accessory structures with an area of 400 square feet (37 m²) or less, of other than light-frame construction, ~~with an eave height of 10 feet (3048 mm) or less~~ shall not be required.
3. Decks ~~not supported by a dwelling~~ need not be provided with footings that extend below the frost line.

Section R404.1.3.2 is hereby amended to read as follows:

R404.1.3.2 Reinforcement for foundation walls. Concrete foundation walls shall be laterally supported at the top and bottom. Horizontal reinforcement shall be provided in accordance with Table R404.1.2(1). Vertical reinforcement shall be provided in accordance with Table R404.1.2(2), R404.1.2(3), R404.1.2(4), R404.1.2(5), R404.1.2(6), R404.1.2(7), ~~or R404.1.2(8)~~, or Table R404.1.2(10) and Figure R404.1.2(1) or Table R404.1.2(11) and R404.1.2(2). Vertical reinforcement for flat basement walls retaining 4 feet (1219 mm) or more of unbalanced backfill is permitted to be determined in accordance with Table R404.1.2(9). For basement walls supporting above-grade concrete walls, vertical reinforcement shall be the greater of that required by Tables R404.1.2(2) through R404.1.2(8) or by Section R608.4.6 for the above-grade wall. In Buildings assigned to Seismic Design Category D₀, D₁, or D₂, concrete foundation walls shall also comply with Section R404.1.4.2.

Table R404.1.2(10) is hereby adopted as follows:

Table R404.1.2(10)

Foundation Wall Reinforcing

Active Pressure = 45pcf

Minimum Reinforcement for Concrete Foundation Walls		
Wall Height (h) feet	Wall Thickness (t) inches	Vertical Reinforcing
8	8	#4 @ 24" o.c. #5 @ 40" o.c.
	10	#4 @ 30" o.c. #5 @ 50" o.c.
9	8	#4 @ 18" o.c. #5 @ 28" o.c.

	10	#4 @ 24" o.c. #5 @ 36" o.c.
10	10	#4 @ 16" o.c. #5 @ 26" o.c.

Notes:

1. Chart is based on an active soil pressure of 45 pounds per cubic foot (pcf).
2. Reinforcing steel shall be ASTM A615 Fy – 60,000 pounds per square inch (psi).
3. The vertical reinforcing bars are to be located on the inside face.
4. Minimum concrete strength $F_c^1 = 3,000$ pounds per square inch (psi).
5. Backfill shall not be placed until first floor framing and sheathing is installed and fastened or adequately braced and the concrete floor slab is in place or the wall is adequately braced.

Table R404.1.2(11) is hereby adopted as follows:

Table R404.1.2(11) Foundation Wall Reinforcing

Active Pressure = 65 pcf

Minimum Reinforcement for Concrete Foundation Walls		
Wall Height (h) Feet	Wall Thickness (t) inches	Vertical Reinforcing
8	8	#4 @ 18" o.c. #5 @ 26" o.c. #6 @ 40" o.c.
	10	#4 @ 24" o.c. #5 @ 36" o.c. #6 @ 52" o.c.

9	8	#4 @ 12" o.c. #5 @ 18" o.c. #6 @ 26" o.c.
	10	#4 @ 16" o.c. #5 @ 24" o.c. #6 @ 36" o.c.
10	10	#4 @ 12" o.c. #5 @ 18" o.c. #6 @ 24" o.c.

Table R404.1.2(11) Foundation Wall Reinforcing (continued):

Notes:

1. Chart is based on an active soil pressure of 65 pounds per cubic foot (pcf).
2. Reinforcing steel shall be ASTM A615 Fy – 60,000 pounds per square inch (psi).
3. The vertical reinforcing bars are to be located on the inside face.
4. Minimum concrete strength $F_c^1 = 3,000$ pounds per square inch (psi).
5. Backfill shall not be placed until first floor framing and sheathing is installed and fastened or adequately braced and the concrete floor slab is in place or the wall is adequately braced.

Figures R404.1.2(1) and R404.1.2(2) are adopted as shown:
FIGURE R404.1.2(1)

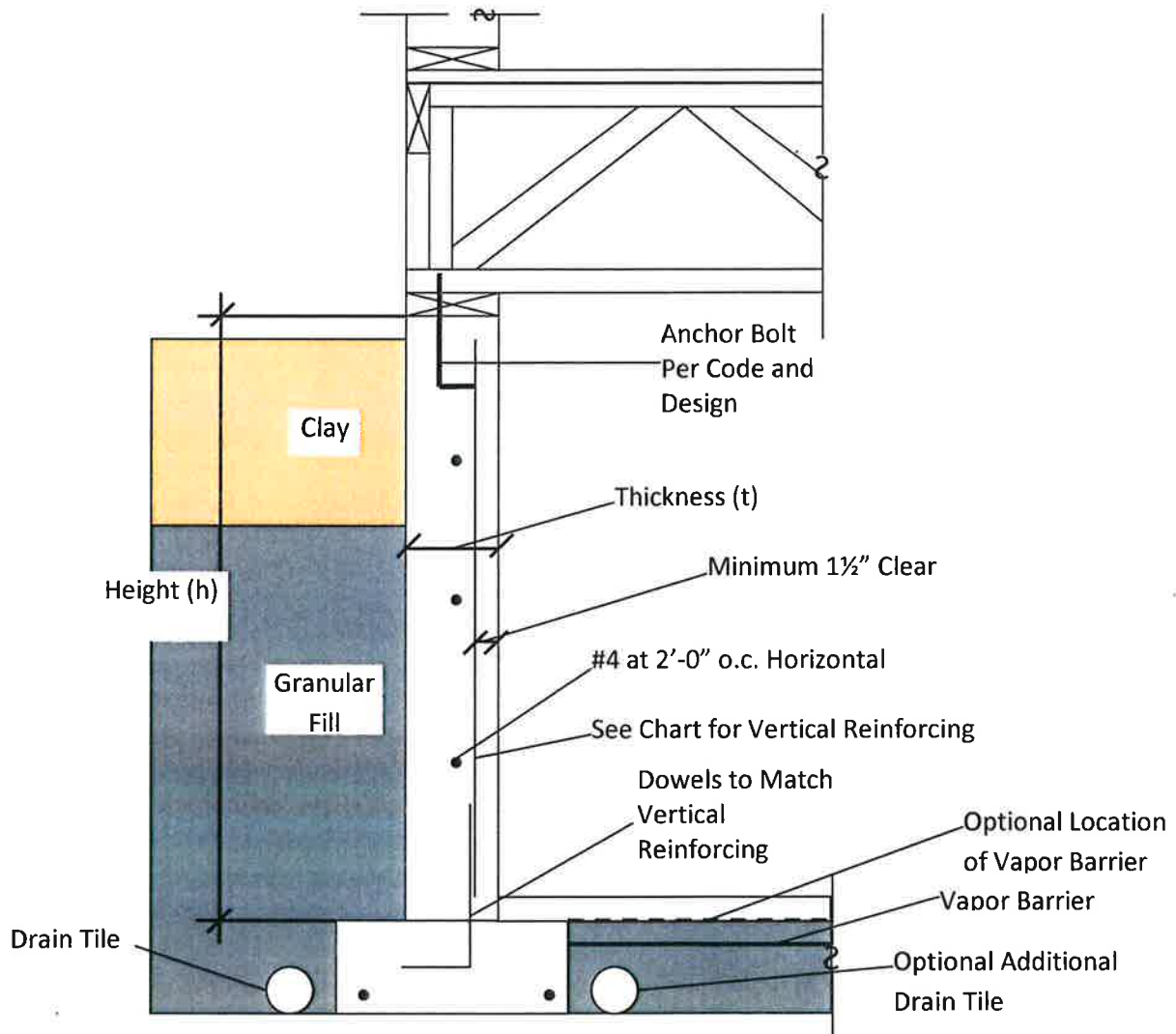
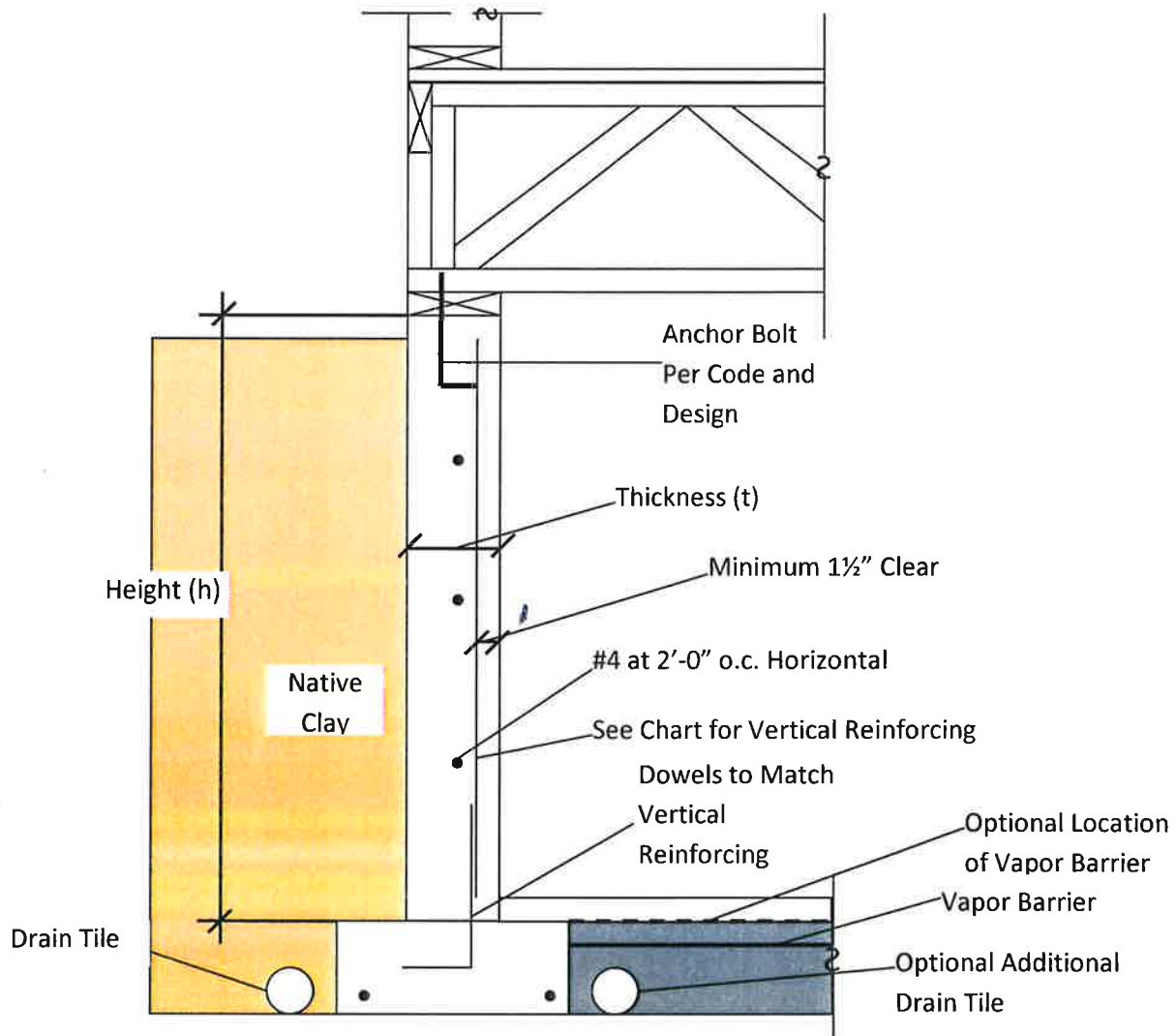


FIGURE R404.1.2(2)



Section 507.38.1 is hereby deleted in its entirety.

Table R507.3.1 is hereby deleted in its entirety.

Section R507.5 is hereby amended to read as follows:

Maximum allowable spans for wood deck beams, as shown in Figure R507.5, shall be in accordance with Table R507.5

. Beam plies shall be fastened with two rows of 10d (3-inch x 0.128-inch) nails minimum at 16 inches (406 mm) on center along each edge. Beams shall be permitted to cantilever at each end up to one-fourth of the allowable actual beam span. ...

Section R602.7.2 is hereby amended to read as follows:

R602.7.2 Rim board headers. Rim board header size, material and span shall be in accordance with Table R602.7(1). Rim board headers shall be constructed in accordance with Figure R602.7.2 and shall be supported at each end by full-height studs. ~~The number of full-height studs at each end shall be not less than the number of studs displaced by half of the header span based on the maximum stud spacing in accordance with Table R6302.3(5).~~ Rim board headers supporting concentrated loads shall be designed in accordance with accepted engineering practice.”

Section R602.7.5 is hereby amended to read as follows:

R602.7.5 Support for headers. Headers shall be supported on each end with one or more jack studs or with approved framing anchors in accordance with Table R602.7(1) or ~~R6302.7(2)~~. The full-height stud adjacent to each end of the header shall be end nailed to each end of the header with four-16d nails (3.5 inches x .0135 inches). ~~The minimum number of full-height studs at each end of a header shall be in accordance with Table R602.7.5.~~

Table 602.7.5 is hereby deleted in its entirety.

Table N1102.1.2 (R402.1.2) is hereby amended to read as follows:

Insulation and Fenestration Requirements By Component				
Climate Zone	###	Wood Frame Wall R-Value	###	Basement ^c Wall R-Value
6	###	<u>21 or 13+5h,i</u> 20 + 5 or 13 + 10h,i	###	15/19 <u>10/13</u>
7 and 8	###	<u>21 or 13 + 5h,i</u>	###	15/19

		20 + 5 or 13 + 10h,i		<u>10/13</u>
--	--	-------------------------	--	--------------

(Balance of Table remains the same.)

Table N1102.1.4 (R402.1.4) is hereby amended to read as follows:

Equivalent U-Factors				
Climate Zone	###	Frame Wall U-Factor	###	Basement Wall U-Factor
6	###	0.048 <u>0.057</u>	###	0.050 <u>0.059</u>
7 and 8	###	0.048 <u>0.057</u>	###	0.050 <u>0.059</u>

(Balance of Table remains the same.)

Section N1102.4 (R402.4) is hereby amended to read as follows:

Section N1102.4 (R402.4) Air leakage (Mandatory). The building thermal envelope shall be constructed to limit air leakage in accordance with the requirements of Section R402.4.1 through R402.4.4. Exception: Dwelling units of R-2 Occupancies and multiple single family dwellings shall be permitted to comply with IECC Section C402.5.U.

Section N1102.4.1.3 (R402.4.1.3) is hereby adopted to read as follows:

Section N1102.4.1.3 Visual Inspection Option. Building envelope tightness and insulation shall be considered acceptable when installed in accordance with Table N1102.4.1.1 (R402.4.1.1) - "Air Barrier and Insulation" and has been field verified.

Section N1103.3.5 (R403.3.5) is hereby amended to read as follows:

Section 1103.3.5 Building Cavities (Mandatory). Building framing cavities shall not be used as supply ducts, and plenums.

Section N1103.6 (R403.6) is hereby amended to read as follows:

Section 1103.6 Mechanical Ventilation (Mandatory). (balance unchanged)

Table N1105.5.2(1) [R405.5.2(1)] is hereby amended to read as follows:

Building Component	Standard Reference Design	Proposed Design
Air exchange rate	Air leakage rate of 5 air changes per hour in Climate Zones 1 and 2, and 3 air changes per hour in Climate Zones 3 through 8 at a pressure of 0.2 inches w.g (50 Pa).	***

Balance of table is unchanged.

Section M1301.1.1 is hereby deleted in its entirety.

Section M1401.5 is hereby deleted in its entirety.

Section M1502.4.2 is hereby amended to read as follows:

M1502.4.2 Duct Installation. Exhaust ducts shall be supported at intervals not to exceed 42.4 feet (3658 mm) and shall be secured in place. The insert end of the duct shall extend into the adjoining duct or fitting in the direction of airflow. Exhaust duct joints shall be sealed in accordance with ~~Section M1601.4.1 and shall~~ may be mechanically fastened. Ducts shall not be joined with screws, or similar fasteners that protrude more than 1/8 inch (3.2 mm) into the inside of the duct. Where dryer exhaust ducts are enclosed in wall or ceiling cavities, such cavities shall allow the installation of the duct without deformation.

Section M1503.64 is hereby amended to read as follows:

Section M1503.64 Makeup air required. Where one or more gas, liquid or solid fuel-burning appliance that is neither direct-vent nor uses a mechanical draft venting system is located within a dwelling unit's air barrier, each eExhaust-hood systems capable of exhausting in excess of 400 cubic feet per minute (0.19m³/S) shall be mechanically or passively ~~naturally~~ provided with makeup air at a rate approximately equal to the exhaust air rate in excess of 400 cmf. Such makeup air systems shall be equipped with not fewer than one damper complying with Section M1503.6.2 ~~less than one damper.~~ ~~Each damper shall be a gravity damper or an electrically operated damper that automatically opens when the exhaust system operates. Dampers shall be accessible for inspection,~~

~~service, repair and replacement without removing permanent construction or any other ducts not connected to the damper being inspected, serviced, repaired or replaced.~~

Section M1503.6, Exception is hereby deleted in its entirety.

Section M1506.3 is hereby amended to read as follows:

M1506.3 Exhaust openings. Air exhaust openings shall terminate not less than 3 feet (914 mm) from property lines; 3 feet (914 mm) from operable and non-operable openings into the building and 10 feet (3048 mm) from mechanical air intakes except where the opening is located 3 feet (914 mm) above the air intake. Openings shall comply with Sections R303.5.2 and R303.6.

Section M1601.4.1, Exception 3 is hereby amended to read as follows:

M1601.4.1, Exception 3 For ducts having a static pressure classification of less than 2 inches of water column (500 Pa), additional closure systems shall not be required for continuously welded joints and seams and locking-type joints and seams. ~~This exception shall not apply to snap-lock and button-lock type joints and seams that are located outside of conditioned spaces of other than the snap-lock and button-lock types.~~

Section M1601.4.10 is hereby deleted in its entirety.

Section M1701.2 is hereby deleted in its entirety.

Section M2001.4 is hereby deleted in its entirety.

Section M2005.1 is hereby amended to read in part:

M2005.1 General. Water heaters shall be installed in accordance with ~~Chapter 28~~ the North Dakota State Plumbing Code, the manufacturer's instructions and the requirements of this code. ***

Section M2101.3 is hereby amended to read as follows:

M2101.3 Protection of potable water. The potable water system shall be protected from backflow in accordance with the provisions listed in ~~Section P2902~~ the North Dakota State Plumbing Code.

Section M2101.10 is hereby amended to read as follows:

M2101.10 Tests. New Hydronic piping shall be isolated and tested hydrostatically at a pressure of ~~one and one-half times the maximum system design pressure,~~ but not less than 100-pounds per square inch (psi) (689 kPa). The duration of each test shall be not less than 15 minutes, ~~and not more than 20 minutes.~~

Section M2103.3 paragraph 2 is hereby amended to read as follows:

2. Copper tubing shall be joined by brazing complying with **Section P3003.6.1** the North Dakota State Plumbing Code.

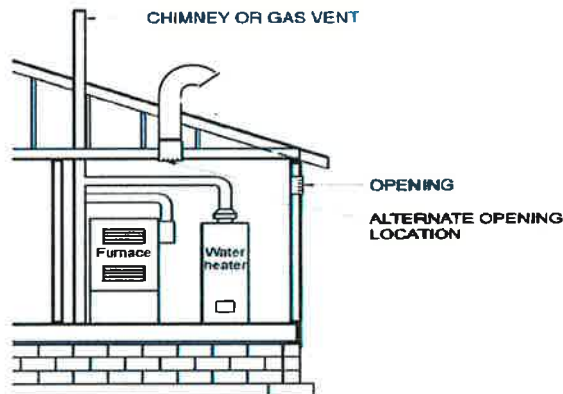
Section M2201.6 is hereby deleted in its entirety.

Section G2404.7 is hereby deleted in its entirety.

Figure G2407.6.1(1) is hereby deleted in its entirety.

Figure G2407.6.1(2) is hereby deleted in its entirety.

Figure G2407.6.2 is hereby amended as follows:



Section G2407.11 (304.11) is hereby amended to read as follows:

Section G2407.11 (304.11) Combustion air ducts. Combustion air ducts shall comply with all the following:

5. Ducts shall not be screened where ~~terminating~~ terminate in an attic space.

Section G2413.65 is hereby amended to read as follows:

G2413.65 (402.65) Allowable pressure drop. The design pressure loss in any piping system under maximum probable flow conditions, from the point of delivery to the inlet connection of the appliance, shall be such that the supply pressure at the appliance is greater than or equal to the minimum

pressure required by the appliance but such pressure loss shall not be greater than .5 inch water column for gas pipe systems operating at less than 2 psi.

Section G2417.4.1 is hereby amended to read as follows:

G2417.4.1 (406.4.3) Test pressure. The test pressure to be used shall not be less than one and one half times the proposed maximum working pressure, but not less than ~~3~~ 25 psig (20 kPa gauge), irrespective of design pressure. Where the test pressure exceeds 125 psig (~~862 kPa gauge~~), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe.

G2425.12 (501.12) is hereby amended to read as follows:

Section G2425.12 (501.12) Residential and low-heat appliances flue lining systems. Flue lining systems for use with residential-type and low-heat appliances shall be limited to the following:

1. Clay flue lining complying with the requirements of ASTM C-315 or equivalent when each appliance connected into the masonry chimney has a minimum input rating greater than 400,000 Btu/h. Clay flue lining shall be installed in accordance with Chapter 10.
2. Listed chimney liner systems complying with UL 1777.
3. Other approved materials that will resist, without cracking, softening, or corrosion, flue gases and condensate at temperatures up to 1800°F (982°C).
 - a. Aluminum (1100 or 3003 alloy or equivalent) not less than 0.032 inches thick up to 8 inches in diameter.
 - b. Stainless steel (304 or 430 alloy or equivalent) not less than 26 gauge (0.018 inches thick) to 8 inches in diameter or not less than 24 gauge (0.024 inches thick) 8 inches in diameter and larger.

When a metal liner is used other than a listed chimney liner a condensation drip tee shall be installed and supported in an approved manner.

Section G2427.5.2 (503.5.3) is hereby amended to read as follows:

G2427.5.2 (503.5.3) Masonry chimneys. Masonry *chimneys* shall be built and installed in accordance with NFPA211 and shall be lined ~~with an approved clay flue lining, a listed chimney lining system listed and labeled in accordance with UL 1777 or other approved material that will resist~~

~~corrosion, erosion, softening or cracking from vent gases at temperatures up to 1,800°F (982°C) as per G2425.12.~~

Section G2439.7.2 (614.8.2) is hereby amended to read as follows:

G2439.7.2 (614.8.2) Duct Installation. Exhaust ducts shall be supported at 4-foot (1219 mm) intervals and secured in place. The insert end of the duct shall extend into the adjoining duct or fitting in the direction of airflow. Ducts shall not be joined with screws, or similar fasteners that protrude more than 1/8 inch (3.2 mm) into the inside of the duct. Where dryer exhaust ducts are enclosed in wall or ceiling cavities, such cavities shall allow the installation of the duct without deformation.

Section G2442.45 (618.4) is hereby amended to read as follows:

G2442.45 (618.45) Screen. Required outdoor air inlets shall be covered with a screen having ¼ inch (6.4 mm) openings. Required outdoor air inlets serving a nonresidential portion of a building shall be covered with screen having openings larger than ¼ inch (6.4 mm) and not larger than ½ inch. (25 mm).

~~Section G2445 is hereby deleted in its entirety.~~

Chapters 25 through 43 are hereby deleted in their entirety.

2018 International Mechanical Code AMENDMENTS

Section 101.1 is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the *Mechanical Code* of the City of Fargo hereinafter referred to as “this code.”

Sections 103.1 is hereby amended to read as follows:

103.1 General. The department of mechanical inspections is hereby created and the executive official in charge thereof shall be known as the code official.

Section 103.4 is hereby amended to read as follows:

103.4 Liability. The code official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered civilly or criminally liable personally, and is hereby relieved from personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties.

Any suit or criminal complaint instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The code official or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

This code shall not be construed to relieve from or lessen the responsibility of any person owning, operating, or controlling any building or structure for any damages to persons or property caused by defects, nor shall the code enforcement agency or the city be held as assuming any such liability by reason of the inspection authorized by this code or any permits or certificates issued under this code.

Section 106.4.8 is hereby deleted in its entirety.

Section 106.5.2 is amended to read as follows:

106.5.2 Fee schedule. The fees for mechanical work shall be as indicated in the following schedule as established by the Fargo Board of City Commissioners.

Section 106.5.3 is hereby amended as follows:

106.5.3 Fee refunds. The code official shall authorize the refunding of fees as follows.

1. The full amount of any fee paid hereunder which was erroneously paid or collected.
2. Not more than [80] percent of the permit fee paid where ~~no~~ work has not been done under a permit issued in accordance with this code.
3. Not more than [80] percent of the plan review fee paid where ~~an~~ application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

The code official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

Section 201.3 is hereby amended to read as follows:

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the *International Building Code*, *International Fire Code*, *International Fuel Gas Code*, or the *International North Dakota State Plumbing Code*, such terms shall have meanings ascribed to them as in those codes.

Section 305.4 is hereby amended to read as follows:

305.4 Interval of support. Piping shall be supported at distances not exceeding the spacing specified in Table 305.4, or in accordance with ANSI/MSS SP-5869. In addition to the requirements of Table 305.4, piping and tubing shall be supported within 2 feet (610 mm) of every bend or angle.

Section 307.2.2 is hereby amended to read as follows:

307.2.2 Drain pipe materials and sizes. Components of the condensate disposal system shall be cast iron, galvanized steel, copper, copper alloy, cross-linked polyethylene, ~~polybutylene~~, polyethylene, ABS, CPVC, ~~or~~ PVC, or polypropylene pipe or tubing. All components shall be selected for the pressure and temperature rating of the installation. Joints and connections shall be made in accordance with the applicable provisions of ~~Chapter 7 of the International~~ the North Dakota State Plumbing Code relative to the material type. Condensate

waste and drain line size shall be not less than 3/4-inch (19 mm) internal diameter and shall not decrease in size from the drain pan connection to the place of condensate disposal. Where the drain pipes from more than one unit are manifolded together for condensate drainage, the pipe or tubing shall be sized in accordance with Table 307.2.2.

Section 401.2 is hereby amended to read as follows:

401.2 Ventilation required. Every occupied space shall be ventilated by natural means in accordance with Section 402 or by mechanical means ventilation in accordance with Section 403. ~~Where the air infiltration rate in a dwelling units is less than 5 air changes per hour when tested with a blower door at a pressure 0.2-inch water column (50 Pa) in accordance with Section 402.4.1.2 of the International Energy Conservation Code, the dwelling unit shall be ventilated by mechanical means in accordance with Section 403.~~ Ambulatory care facilities and Group I-2 occupancies shall be ventilated by mechanical means in accordance with Section 407.

Section 403.1 is hereby amended to read as follows:

403.1 Ventilation system. Mechanical ventilation shall be provided by a method of supply air and return or *exhaust air* ~~except that mechanical ventilation air requirements for Group R-2, R-3 and R-4 occupancies three stories and less in height above grade plane shall be provided by an exhaust system, supply system or combination thereof.~~ The amount of supply air shall be approximately equal to the amount of return and *exhaust air*. The system shall not be prohibited from producing negative or positive pressure. The system to convey *ventilation air* shall be designed and installed in accordance with Chapter 6.

Section 504.8.2 is hereby amended to read as follows:

504.8.2 Duct installation. Exhaust ducts shall be supported at 4-foot (1219 mm) intervals and secured in place. The insert end of the duct shall extend into the adjoining duct or fitting in the direction of airflow. Ducts shall not be joined with screws, or similar fasteners that protrude more than 1/8 inch (3.2mm) into the inside of the duct. Where dryer exhaust ducts are enclosed in wall or ceiling cavities, such cavities shall allow the installation of the duct without deformation.

Section 505.42 is hereby amended to read as follows:

505.42 Makeup air required. Exhaust hood systems capable off exhausting in excess of 400 cfm (0.19m³/s) shall be provided with makeup air at a rate in excess of 400 cfm. ~~approximately equal to the exhaust air rate.~~ Such makeup air

systems shall be equipped with a means of closure and shall be automatically controlled to start and operate simultaneously with the exhaust system.

Section 508.2 is hereby amended to read as follows:

508.2 Compensating hoods. Manufacturers of compensating hoods shall provide a label indicating the minimum exhaust flow, the and/or maximum makeup airflow or both that provides capture and containment of the exhaust effluent that provides capture and containment of the exhaust effluent. Short circuit compensating hoods are prohibited.

Section 508.2.1 is hereby added to read as follows:

508.2.1 Compensating Hood Make-up Air. Compensating hoods shall extract at least 40% of the required exhaust air flow from the kitchen area.

Section 701.2 is hereby added to read as follows:

701.2 Attic space. Attic space shall not be used for combustion air.

Section 908.5 is hereby amended to read as follows:

908.5 Water supply. Cooling towers, evaporative coolers and fluid coolers shall be provided with an approved water supply, sized for peak demand. The quality of water shall be provided in accordance with the equipment manufacturer's recommendations. The piping system and protection of the potable water supply system shall be installed as required by the *International North Dakota State Plumbing Code*.

Section 1006.6, Item 13 is hereby amended to read as follows:

1006.6, Item 13

13. Be constructed of those materials listed in Section 605.4 of the International North Dakota State Plumbing Code or materials tested, rated and approved for such use in accordance with ASME A112.4.1.

Section 1007.2 is hereby deleted in its entirety.

Section 1008.2 is hereby amended to read as follows:

1008.2 Discharge. Blowoff valves shall discharge to a safe place of disposal. Where discharging to the drainage system, the installation shall conform to the *International North Dakota State Plumbing Code*.

Section 1104.2 is hereby amended to add the following:

1104.2 Machinery Rooms. ***

Exceptions:

3. If an existing refrigerating system is replaced or if an existing refrigeration plant is increased by not more than 50% of its original capacity, but not more than 100 tons per system using a non-flammable class A1 or B1 refrigerant and the refrigeration machinery room was not provided in the original installation prior to 1994, a refrigeration machinery room shall not be required. If the existing refrigeration is not located in general machinery room separated from occupied spaces, a refrigeration machinery room shall be provided. The space containing the refrigeration machinery shall meet the requirement of Section 1104.3.4, protection room refrigerant decomposition., and Section 1105.3. requiring refrigerant detection. If the requirements of 1104.3.4 and 1105.3 cannot be met, a refrigeration machinery room shall be provided.

Section 1208.1 is hereby amended to read as follows:

Section 1208.1 General. ~~H~~New hydronic piping shall be isolated and tested hydrostatically at ~~one and one-half times the maximum system design pressure,~~ but not less than 100 psi (689 kPa). The duration of the test shall be not less than 15 minutes.

2018 International Fuel Gas Code Amendments

Section 101.1 is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the *Fuel Gas Code* of [NAME OF JURISDICTION] the city of Fargo hereinafter referred to as "this code."

Section 103.4 is amended to read as follows:

103.4 Liability. The code official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties.

Any suit instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The code official or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

This code shall not be construed to relieve from or lessen the responsibility of any person owning, operating, or controlling any building or structure for any damages to persons or property caused by defects, nor shall the code enforcement agency or the city be held as assuming any such liability by reason of the inspection authorized by this code or any permits or certificates issued under this code.

Section 106.6.2 is hereby amended as follows:

106.6.2 Fee schedule. The fees for mechanical work shall be as indicated in the following schedule as established by the Fargo Board of City Commissioners.

Section 106.6.3 is hereby amended as follows:

106.6.3 Fee refunds. The code official shall authorize the refunding of fees as follows.

1. The full amount of any fee paid hereunder which was erroneously paid or collected.
2. Not more than [80] percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

3. Not more than [80] percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

The code official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

Section 303.3 is hereby amended to read as follows:

303.3 Prohibited locations. Appliances shall not be located in sleeping rooms, bathrooms, toilet rooms, storage closets or surgical rooms, or in a space that opens only into such rooms or spaces, except where the installation complies with one of the following:

1. The *appliance* is a direct-vent *appliance* installed in accordance with the conditions of the listing and the manufacturer's instructions.
2. Vented room heaters, wall furnaces, vented decorative appliances, vented gas fireplaces, vented gas fireplace heaters and decorative appliances for installation in vented solid fuel-burning fireplaces are installed in rooms that meet the required volume criteria of Section 304.5
3. ~~A single wall-mounted unvented room heater is installed in a bathroom and such unvented room heater is equipped as specified in Section 621.6 and has an input rating not greater than 6,000 Btu/h (1.76 kW). The bathroom shall meet the required volume criteria of Section 304.5.~~
4. ~~A single wall-mounted unvented room heater is installed in a bedroom and such unvented room heater is equipped as specified in Section 621.6 and has an input rating not greater than 10,000 Btu/h (2.93 kW). The bedroom shall meet the required volume criteria of Section 304.5.~~
5. ~~The *appliance* is installed in a room or space that opens only into a bedroom or bathroom, and such room or space is used for no other purpose and is provided with a solid weather-stripped door equipped with an *approved* self-closing device. All *combustion air* shall be taken directly from the outdoors in accordance with Section 304.6.~~

Section 304.6.1 is hereby amended to read as follows:

304.6.1 Two-permanent-openings method.

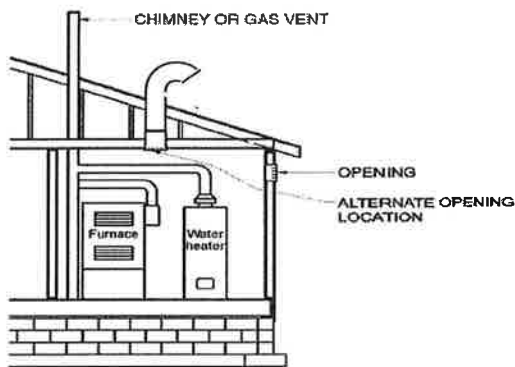
Where directly communicating with the outdoors, or where communicating with the outdoors through vertical ducts, each opening shall have a

minimum free area of 1square inch per 4,000 Btu/h (550 mm²/kW) of total input rating of all appliances in the enclosure [see Figures 304.6.1(1) and 304.6.1(2)].

Figure 304.6.1 (1) is hereby deleted in its entirety.

Figure 304.6.1 (2) is hereby deleted in its entirety.

Figure 304.6.2 is hereby amended as shown below:



Section 304.6.2 is hereby amended to read as follows:

304.6.2 One-permanent-opening method. One permanent opening, commencing within 12 inches (305 mm) of the top of the enclosure, shall be provided. The *appliance* shall have clearances of at least 1 inch (25 mm) from the sides and back and 6 inches (152 mm) from the front of the *appliance*. The opening shall directly communicate with the outdoors or through a vertical or horizontal duct to the outdoors, ~~or spaces that freely communicate with the outdoors (see Figure 304.6.2)~~ and shall have a minimum free area of 1 square inch per 3,000 Btu/h (734mm²/kW) of the total input rating of all appliances located in the enclosure and not less than the sum of the areas of all vent connectors in the space.

Section 304.11 is hereby amended to read as follows

304.11 Combustion air ducts. Combustion air ducts shall comply with all of the following:

5. Ducts shall not be screened where terminating terminate in an attic space.

Section 403.3 is hereby amended to read as follows:

403.3 Other materials. Material not covered by the standards specifications listed herein shall be investigated and tested to determine that it is safe and suitable for the proposed service, and, in addition, shall be recommended for that service by the manufacturer and shall be *approved* by the code official. Listed LPG hose may be used with natural gas when used for temporary heating at a maximum length of 50 feet.

Section 403.10.1.1 is hereby added to read as follows:

403.10.1.1 Gas supply systems with pressures 5 psig or greater and gas pipe joints 2 ½ inches or larger, regardless of pressure, shall be welded.

Section 403.10.4 is hereby amended to read as follows:

403.10.4 Metallic fittings. Metallic fittings shall comply with the following;

1. Threaded fittings in sizes ~~larger than 4 inches (102 mm)~~ 2 ½ inches or larger shall not be used except where approved.

Section 406.4 is hereby amended to read as follows:

406.4 Test pressure measurement. Test pressure shall be measured with a manometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made. ~~Mechanical gauges used to measure test pressures shall have a range such that the highest end of the scale is not greater than five times the test pressure.~~ Dial gauges used to measure test pressures shall be performed with gauges of 2 psi incrimination or less and have a range not exceeding 100 psi unless otherwise approved.

Section 406.4.1 is hereby amended to read as follows:

406.4.1 Test pressure. The test pressure to be used shall be no less than 1 1/2 times the proposed maximum working pressure, but not less than ~~3 psig (20 kPa gauge),~~ 25 psig irrespective of design pressure. Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe.

Section 408.2 is hereby amended to read as follows:

408.2 Drips. Where wet gas exists, a drip shall be provided at any point in the line of pipe where condensate could collect. ~~A drip shall also be provided at the outlet of the meter and shall be installed so as to constitute a trap wherein an accumulation of condensate will shut off the flow of gas before the condensate will run back into the meter.~~

Section 411.2 is hereby amended to read as follows:

411.2 Manufactured home connections. Manufactured homes shall be connected to the distribution *pipng* system by ~~one of the following materials:~~

- ~~1. Metallic pipe in accordance with Section 403.4.~~
- ~~2. Metallic tubing in accordance with Section 403.5.~~
3. Listed and labeled connectors in compliance with ANSI Z21.75/CSA 6.27 and installed in accordance with the manufacturer's installation instructions.

Section 415.1 is hereby amended to add the following:

415.1 Interval of support. *Piping* shall be supported at intervals not exceeding the spacing specified in Table 415.1. Spacing of supports for CSST shall be in accordance with the CSST manufacturer's instructions. In addition to the requirements of Table 415.1, piping and tubing shall be supported within 2 feet of every bend or angle.

Section 501.12 is hereby amended to read as follows:

501.12 Residential and low-heat appliances flue lining systems. Flue lining systems for use with residential-type and low-heat appliances shall be limited to the following:

1. Clay flue lining complying with the requirements of ASTM C 315 or equivalent when each appliance connected into the masonry chimney has a minimum input rating greater than 400,000 Btu/h. Clay flue lining shall be installed in accordance with the *International Building Code*.
2. *Listed* chimney lining systems complying with UL1777.
3. Other *approved* materials that will resist, without cracking, softening or corrosion, flue gases and condensate at temperatures up to 1,800°F (982°C).
 - a. Aluminum (1100 or 3003 alloy or equivalent) not less than 0.032 inches thick to 8 inches diameter.

- b. Stainless steel (304 or 430 alloy or equivalent) not less than 26 gauge (0.018 inches thick) to 8 inches diameter or not less than 24 gauge (0.024 inches thick) 8 inches diameter and larger.

When a metal liner is used other than a listed chimney liner a condensation drip tee shall be installed and supported in an approved manner.

Section 503.5.3 is hereby amended to read as follows:

503.5.3 Masonry chimneys. Masonry chimneys shall be built and installed in accordance with NFPA 211 and shall be lined ~~with approved clay flue lining, a listed chimney lining system or other approved material that will resist corrosion, erosion, softening or cracking from vent gases at temperatures up to 1,800°F (982°C).~~ as per sec. 501.12. ***

Section 503.5.6.1 is hereby amended to read as follows:

503.5.6.1 Chimney lining. Chimneys shall be lined in accordance with NFPA 211 and Section 501.12.

Exception: Where an existing chimney complies with Sections 503.5.6 through 503.5.6.3 and its sizing is in accordance with Section 503.5.5, its continued use shall be allowed ~~where the appliance vented by such chimney is replaced by an appliance of similar type, input rating and efficiency.~~ when, in more than one appliance venting system the secondary appliance, such as a water heater, is replaced and the primary heating appliance remains.

Section 614.8.2 is hereby amended to read as follows:

Section 614.8.2 Duct installation. Exhaust ducts shall be supported at 4-foot (1219 mm) intervals and secured in place. The insert end of the duct shall extend into the adjoining duct or fitting in the direction of airflow. ~~Ducts shall not be joined with screws or similar fasteners that protrude more than 1/8 inch (3.2 mm) into the inside of the duct.~~

Section 621 is hereby deleted in its entirety.

2018 International Energy Conservation Code AMENDMENTS

Section C101.1 is hereby amended to read as follows:

C101.1 Title. These provisions shall be known as the Residential Code for One- and Two-family Dwellings of ~~[NAME OF JURISDICTION]~~ the city of Fargo, and shall be cited as such and will be referred to herein as “this code.”

Section R101.1 is hereby amended to read as follows:

R101.1 Title. These provisions shall be known as the Residential Code for One- and Two-family Dwellings of ~~[NAME OF JURISDICTION]~~ the city of Fargo, and shall be cited as such and will be referred to herein as “this code.”

Table R402.1.2 is hereby amended to read as follows:

Insulation and Fenestration Requirements By Component				
Climate Zone	###	Wood Frame Wall R-Value	###	Basement ^c Wall R-Value
6	###	<u>21 or 13+5h,i</u> 20 + 5 or 13 + 10h,i	###	15/19 <u>10/13</u>
7 and 8	###	<u>21 or 13 + 5h,i</u> 20 + 5 or 13 + 10h,i	###	15/19 <u>10/13</u>

(Balance of Table remains the same.)

Table R402.1.4 is hereby amended to read as follows:

Equivalent U-Factors				
Climate Zone	###	Frame Wall U-Factor	###	Basement Wall U-Factor
6	###	0.048 <u>0.057</u>	###	0.050 <u>0.059</u>
7 and 8	###	0.048 <u>0.057</u>	###	0.050 <u>0.059</u>

(Balance of Table remains the same.)

pSection R402.4 is hereby amended to read as follows:

R402.4 Air leakage (Mandatory). The building thermal envelope shall be constructed to limit air leakage in accordance with the requirements of Section R402.4.1 through R402.4.4. Exception: Dwelling units of R-2 Occupancies and multiple single family dwellings shall be permitted to comply with IECC Section C402.5.

Section R402.4.1.2 is hereby amended to read as follows:

R402.4.1.2 Testing. The building or dwelling unit shall be tested and verified as having an air leakage rate not exceeding five air changes per hour in Climate Zones 1 through 8, and 2, and three air changes per hour in Climate Zones 3 through 8. ...

Section R402.4.1.3 is hereby adopted to read as follows:

R402.4.1.3 Visual Inspection Option. Building envelope tightness and insulation shall be considered acceptable when installed in accordance with Table R402.4.1.1 - "Air Barrier and Insulation" and has been field verified.

Section R403.3.5 is hereby amended to read as follows:

R403.3.5 Building Cavities (Mandatory). Building framing cavities shall not be used as supply ducts and plenums.

Section R403.6 is hereby amended to read as follows:

R403.6 Mechanical Vventilation (Mandatory). (balance unchanged)

Table R405.5.2(1) is hereby amended to read as follows:

Specifications for the Standard Reference and Proposed Design		
Building Component	Standard Reference Design	Proposed Design
Air exchange rate	Air leakage rate of 5 air changes per hour in Climate Zones 1 and 2, and 3 air changes per hour in Climate Zones 3 through 8 at a pressure of 0.2 inches w.g (50 Pa). Balance is unchanged.	For residences that are not tested, the same air leakage rate as the standard reference design. For tested residences, the measured air exchange rate ^a . The mechanical ventilation rated shall be in addition to the air leakage rate and shall be as proposed.

2018 International Property Maintenance Code AMENDMENTS

Section 101.1 is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the Property Maintenance Code of ~~[NAME OF JURISDICTION]~~ the City of Fargo, hereinafter referred to as "this code".

Section 102.3 is hereby amended to read as follows:

102.3 Application of other codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of ~~the International Building Code, International Existing Building Code, International Energy Conservation Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Mechanical Code, International Residential Code, International Plumbing Code, and NFPA 70.~~ all applicable ordinances adopted by the City of Fargo. Nothing in this code shall be construed to cancel, modify or set aside any provision of the International Zoning Code.

Section 103.5 is hereby amended to read as follows:

103.5 Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as indicated in the following schedule:

A. Initial Inspection. - No charge

B. First Re-inspection. - No charge

C. Second Re-inspection. - As to the second re-inspection a fee of \$100

D. Third Re-inspection. - As to the third re-inspection, a fee of \$100

E. Fourth and continuing Re-inspections. - As to the fourth and any subsequent re-inspection, a fee of \$100

Section 111.2 first sentence is hereby amended to read as follows:

111.2 Membership of board. The board of appeals shall consist of ~~not less than~~ a minimum of three ~~five~~ members who are qualified by experience and training to pass on matters pertaining to property maintenance and who are not employees of the jurisdiction.

Section 111.2.1 first sentence is hereby amended to read as follows:

111.2.1 Alternate members. The ~~chief appointing authority~~ Board of City Commissioners shall appoint ~~not less than two~~ one or more alternate members

who shall be called by the board chairman to hear appeals during the absence or disqualification of a member.

Section 111.6 is hereby amended to read as follows:

111.6 Board decision. The board shall modify or reverse the decision of the code official only by a concurring vote of ~~a majority of the total number of~~ four appointed board members.

Section 112.4 is hereby amended to read as follows:

112.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be ~~liable to a fine of not less than [AMOUNT] dollars or more than [AMOUNT] dollars~~ subject to penalties prescribed by law.

Section 201.3 is hereby amended to read as follows:

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the International Building Code, International Existing Building Code, International Fire Code, International Mechanical Code, ~~International Plumbing Code,~~ International Residential Code, ~~International Zoning Code,~~ or NFPA 70, such terms shall have the meanings ascribed to them as stated in those codes.

Throughout this code, wherever reference is made to the International Plumbing Code, it shall be taken to mean the North Dakota State Plumbing Code. ND Admin Code §62-03.1-01-0 . Throughout this code, wherever reference is made to the NFPA 70, it shall be taken to mean the National Electrical Code together with the North Dakota State Wiring Standards, §43-09.

Section 302.4 is hereby amended to read as follows:

302.4 Weeds. All *premises* and *exterior property* shall be maintained free from weeds or plant growth ~~in excess of (jurisdiction to insert height in inches)~~ as prescribed by the Fargo Municipal Code, including article 11-08. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the *owner* or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution

in. accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the *owner* or agent responsible for the property.

Section 304.14 is hereby amended to read as follows:

304.14 Insect screens. During the period from [DATE] April 1 to [DATE] October 31 of each year every door, window and other outside opening required for *ventilation* of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with *approved* tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other *approved* means, such as air curtains or insect repellent fans, are employed.

Section 602.3 is hereby amended to read as follows:

602.3 Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units, or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from ~~(date)~~ September 15th to ~~(date)~~ June 1st to maintain a temperature of not less than 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms.

Section 602.4 is hereby amended to read as follows:

602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat during the period from [DATE] September 15th to [DATE] June 1st to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied.

Section 603.2 The exception is hereby deleted.

Section 703.7 is hereby deleted in its entirety.

2018 International Existing Building Code AMENDMENTS

Section 101.1 is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the Existing Building Code of (NAME OF JURISDICTION) the City of Fargo hereinafter referred to as "this code."

~~**Section 101.2, Exception** is hereby adopted to read as follows:~~

~~**101.2 Scope.** The provision of the International Existing Building Code shall apply to the repair, alteration, change of occupancy, addition to and relocation of existing buildings.~~

~~Exceptions: 1. Existing buildings may use Chapter 34 of the IBC 2015 as an alternative to using the IEBC 2015.~~

Section 104.2.1 is hereby deleted in its entirety.

Section 104.2.2.1 is hereby amended to read as follows:

104.2.2.1 Building evaluation. The code official is authorized to require an existing building to be investigated and evaluated at the owner's expense by a registered design professional based on the circumstances agreed upon at the preliminary meeting. The design professional shall notify the code official if any potential nonconformance with the provisions of this code is identified.

Section 104.8 is hereby amended to read as follows:

104.8 Liability. The code official, member of the Board of Appeals, or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The code official or any subordinate shall not be liable for cost in any action, suit, or proceeding that is instituted in pursuance of the provisions of this code.

This code shall not be construed to relieve from or lessen the responsibility of any person owning, operating, or controlling any building or structure for any damages to persons or property caused by defects, nor shall the code enforcement agency

or the city be held as assuming any such liability by reason of the inspection authorized by this code or any permits or certificates issued under this code.

Section 104.10.1 is deleted in its entirety.

Section 105.2 is hereby amended to read as follows:

Section 105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

* * *

7. Reroofing.

8. Window Replacement

Section 109.3.3 is hereby deleted in its entirety.

Section 201.3 is hereby amended to read as follows:

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the other International Codes, such terms shall have the meanings ascribed to them in those codes.

Wherever the term "International Plumbing Code" and/or the "International Private Sewage Disposal Code" is used it shall mean the North Dakota State Plumbing Code. Wherever the term "ICC Electrical Code" is used it shall mean the National Electric Code together with the North Dakota State Wiring Standards. Wherever the term "Flood Hazard Area" is used, it shall mean the Fargo Flood Plain Management ordinance together with the Flood Proofing Code of the city of Fargo, North Dakota.

Section 401.3 is hereby deleted in its entirety.

Section 405.2.5 is hereby deleted in its entirety.

Section 502.3 is hereby deleted in its entirety.

Section 503.2 is hereby deleted in its entirety.

Section 507.3 is hereby deleted in its entirety.

Section 701.3 is hereby deleted in its entirety.

Section 1103.3 is hereby deleted in their entirety.

Section 1201.4 is hereby deleted in its entirety.

Section 1301.3.3 is hereby deleted in its entirety.

Section 1401.2 is hereby amended to read as follows:

1401.2 Conformance. Buildings to be moved within this jurisdiction shall comply with provisions of this chapter. Buildings to be moved into this jurisdiction shall comply with the provisions of the International Codes for new buildings and shall be certified as to that compliance by an agency approved by the code official. The building shall be safe for human occupancy as determined by the International Fire Code and the International Property Maintenance Code. Any repair, alteration or change of occupancy undertaken within the moved structure shall comply with the requirements of this code applicable to the work being performed. Any field-fabricated elements shall comply with the requirements of the International Building Code or the International Residential Code as applicable.

Section 1402.6 is hereby deleted in its entirety.

20

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR
DONALD KRESS, CURRENT PLANNING COORDINATOR

DATE: MAY 30, 2018

**SUBJECT: RESOLUTION ESTABLISHING FARGO'S 2020 CENSUS COMPLETE
COUNT COMMITTEE**

Census Day is April 1, 2020. Fargo's goal is to have a 100% response to the 2020 Census. In preparation for the 2020 United States Census it is suggested that the City of Fargo create a Complete County Committee (CCC) as indicated in the attached resolution. This committee's responsibility is to plan and implement locally-based outreach campaigns that reach out to all potential Census respondents, encourage them to answer the Census, provide information on ways to respond (online response is new this year, for example), and handle any concerns they may have in responding.

Across the country, this practice is typical of most states and municipalities in order to achieve complete participation in the Census. The City will have some support in regards to materials and technical assistance from federal and state officials as well.

The Planning department suggests that the committee will be composed of representatives from a broad range of community organizations. Staff will work with the Mayor's office to create a list of committee members for his appointment. Meetings of this committee are expected to start in mid-summer.

Attached you will find a resolution proclaiming Fargo's Complete Count Committee.

Suggested Motion:

To approve the resolution establishing the Fargo's 2020 Census Complete Count Committee and authorize the Mayor to make the appointment of committee members and subcommittees as needed.

RESOLUTION ESTABLISHING FARGO COMPLETE COUNT COMMITTEE FOR 2020
CENSUS

WHEREAS, the Constitution of the United States of America requires an enumeration, or “census,” of the population every 10 years; and

WHEREAS, the next decennial census of the population will be taken on April 1, 2020; and

WHEREAS, the decennial census data compiled in the 2020 Census will be used to determine the apportionment of seats in the State Legislature and the allocation of billions of dollars of federal, state and county funds for social and other programs for the next decade until the next decennial census is taken; and

WHEREAS, it is vitally important that every person in the City of Fargo, North Dakota, is counted in the 2020 Census; and

WHEREAS, the City of Fargo, North Dakota, will establish a Complete Count Committee that will develop and implement an awareness campaign that motivates residents to respond to the 2020 Census and encourages participation by population groups that are often undercounted; and

WHEREAS, the Mayor will have full authority to appoint government and community leaders to serve as members of the Complete Count Committee and to partner with the U.S. Census Bureau to provide training to the members of the Complete Count Committee;

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

1. The Fargo Complete Count Committee is hereby established to develop and implement an awareness campaign that motivates residents to respond to the 2020 Census and encourages participation by population groups that are often undercounted; and
2. The Mayor of the City of Fargo, North Dakota, is hereby authorized to appoint government and community leaders to serve as members of the Fargo Complete Count Committee, to partner with the U.S. Census Bureau to provide training to the members of the Fargo Complete Count Committee, and to take all steps necessary to accomplish these purposes.
3. This Resolution shall go into effect upon approval and passage by the Board of City Commissioners.

(219)

Change Order Summary**Project:**

Fargo Police Department Headquarters
Fargo, North Dakota

Change Order No. 001

Contract For: General Construction

Contractor:

Meinecke-Johnson Company
5 North 14th Street
Fargo, ND 58102

Change Order Date: May 16 2019

Project Number: 1826

Contract changes included in this Change Order:

GPD 01	Testing Agency Employed by Owner	(\$2,600.00)
GPD 02	Door and Hardware Revisions	\$3,222.00
GPD 03	Wall and Soffit Revisions	\$8,926.00
GPD 04	Mesh Door on Backside of Evidence Lockers	\$4,305.00

Total \$13,853.00

The Original Contract Sum is: \$ 1,074,300.00

The Net Change by Previously Authorized Change Orders: \$ -

The Contract Sum Prior to this Change Order was: \$ 1,074,300.00

The New Contract Sum will be **INCREASED** by this Change Order in the amount of: \$ **13,853.00**

The New Contract Sum including this Change Order will be: \$ 1,088,153.00

The Contract Time will be **INCREASED** by: **6** Calendar Days



Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
 Fargo Police Department Headquarters
 Fargo, North Dakota

CONTRACT INFORMATION:
 Contract For: General Construction
 Date: January 14, 2019

CHANGE ORDER INFORMATION:
 Change Order Number: 001
 Date: May 16, 2019

OWNER: *(Name and address)*
 City of Fargo
 Fargo Police Department
 225 4th Street North
 Fargo, ND 58102

ARCHITECT: *(Name and address)*
 Shultz & Associates, Ltd
 612 1/2 Main Avenue
 Fargo, ND 58103

CONTRACTOR: *(Name and address)*
 Meinecke-Johnson Company
 5 North 14th Street
 Fargo, ND 58102

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)


1. GPD 01: Testing Agency Employed by Owner
2. GPD 02: Door and Hardware Revisions
3. GPD 03: Wall and Soffit Revisions
4. GPD 04: Mesh Door on Backside of Evidence Lockers

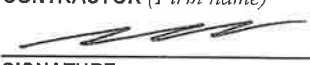
The original Contract Sum was	\$ <u>1,074,300.00</u>
The net change by previously authorized Change Orders	\$ <u>0.00</u>
The Contract Sum prior to this Change Order was	\$ <u>1,074,300.00</u>
The Contract Sum will be increased by this Change Order in the amount of	\$ <u>13,853.00</u>
The new Contract Sum including this Change Order will be	\$ <u>1,088,153.00</u>

The Contract Time will be increased by Six (6) days.
 The new date of Substantial Completion will be August 6, 2019.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Shultz & Associates, Ltd
ARCHITECT *(Firm name)*

SIGNATURE
Jared Jensen, Vice President
PRINTED NAME AND TITLE
May 17, 2019
DATE

Meinecke-Johnson Company
CONTRACTOR *(Firm name)*

SIGNATURE
Roger D. Olson, Sr. Vice President
PRINTED NAME AND TITLE
May 22, 2019
DATE

City of Fargo, Fargo Police Department
OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

Project Directive

Project No: 1826
Project: Fargo Police Department HQ

Directive No: GPD 001
Date of Issuance: March 15, 2019
Initiated By: Architect

To Contractor:

Meinecke-Johnson Company
 5 North 14th Street
 Fargo, ND 58102

Other Contractor(s):

-
-
-

Copy:

- Architect
- Construction Mgr.
- Consultant
- Owner
-

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within **seven** days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Directive Action:

- A. Proceed with work described below and provide cost breakdown as follows (Change Directive):

Basis	Amount	Estimate / Fixed / Maximum
<input type="checkbox"/> Cost Plus Mark-Up	\$	
<input type="checkbox"/> Lump Sum	\$	
<input type="checkbox"/> Unit Price	\$	per
- B. Provide itemized cost breakdown only (Proposal Request).
- C. Supplemental Instruction – No cost change.

Directive Description:

1. Provide cost change to revise Section 00 1400 1.06 to Testing Agency employed by Owner. \$

ADD / DEDUCT \$ 2,600.00
ADD / DEDUCT N/A Days

Attachments:

Signatures:

Architect

Shultz + Associates Architects
 612 1/2 Main Avenue
 Fargo, ND 58103

Contractor

Meinecke-Johnson Company
 5 North 14th Street
 Fargo, ND 58102

Owner (Action A only)

City of Fargo
 Fargo Police Department
 225 4th Street North
 Fargo, ND 58102


 By: _____ Date: 3/15/19


 By: _____ Date: 3/23/19

By: _____ Date: _____

MEINECKE - JOHNSON COMPANY

BOX 2643
FARGO, ND 58108

701-293-1040

FAX 701-293-8072

www.meineckejohnsoncompany.com

RANDALL E. JOHNSON, CHAIRMAN
ERIC M. JOHNSON, PRESIDENT
ROGER D. OLSON, SENIOR VICE PRESIDENT
WESLEY D. LEIER, VICE PRESIDENT
BRADY J. HASBARGEN, SECRETARY
KATIE M. HASBARGEN, TREASURER

OFFICE LOCATED AT
5 NORTH FOURTEENTH ST.
FARGO, NORTH DAKOTA 58102

March 27, 2019

Shultz & Associates Architects
612-1/2 Main Avenue
Fargo, ND 58103

Attn: Mr. Jared Jensen

Re: Fargo Police Department Headquarters

Dear Jared:

Please see the attached proposal and breakdown for the costs associated with Project Directive #001 for a credit of <\$2,600.00>.

Please issue a change order at your earliest convenience.

Sincerely,

MEINECKE-JOHNSON COMPANY



Brady Hasbargen
Project Manager

BH:cj

Enclosure

GENERAL CONTRACTOR

CONSTRUCTION MANAGEMENT



CONCRETE CONTRACTOR



NTI[™]
NORTHERN
TECHNOLOGIES, LLC

3522 4th Avenue South
Fargo, ND 58103
P: 701.232.1822 F: 701.232.1864
www.NTIgeo.com

Unearthing confidence™

December 18, 2018

Attn: Estimator

RE: Construction Materials Testing Services
Fargo Police Department Headquarters
Fargo, North Dakota

To assist you, Northern Technologies, LLC (NTI) presents this proposal outlining our understanding of the project, a general "scope of services" associated with performance of quality assurance testing services, and our estimate of most probable fee associated with our project activities. All such issues are presented to assist you in construction of the above referenced project.

Scope of Work

We understand activities on this project will require general construction material testing as well as special inspection services as define within the most recent IBC. We present below a generalized "scope of services" associated with our involvement on this project.

- Perform engineering observations of excavations for project foundations and execute quality assurance services for evaluation of native soils and engineering fill used in support of project structural elements.
- Perform quality control services associated with construction of project foundations and erection of any structural steel. Such services may include observation to document completed work conforms to appropriate criteria.
- Additional services for non-structural items may include testing of at-grade concrete.

Fees

We estimate our services should require intermittent, part-time representation for a significant portion of the project based on our services at other similar projects. As such, we estimate our fees on this project will be approximately **\$2,600**. Actual cost of services will be based on level of effort necessary for respective testing items and special inspection criteria, and whether any unforeseen or varying conditions may require our services, if so encountered during site correction. The appended Table 1 presents our estimate of services for respective service categories. **Of note, this estimate does not include special inspection services related to wood construction or light-gauge metal construction.**

Actual fees for our services are independent of the estimated level of effort, *and will be invoiced to you monthly per the respective unit rates of Table 1*. The unit rates of Table 1 are for specific services provided during 2019. A four percent increase in base rates will be added to project unit rates for services in subsequent years, if so necessary.

Precision • Expertise • Geotechnical • Materials

Project No: 1826
Project: Fargo Police Department HQ

Directive No: GPD 002
Date of Issuance: March 15, 2019
Initiated By: Architect

To Contractor:
 Meinecke-Johnson Company
 5 North 14th Street
 Fargo, ND 58102

Other Contractor(s):

Copy:
 Architect
 Construction Mgr.
 Consultant
 Owner

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within **seven** days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Directive Action:

- A. Proceed with work described below and provide cost breakdown as follows (Change Directive):

Basis	Amount	Estimate / Fixed / Maximum
<input type="checkbox"/> Cost Plus Mark-Up	\$	
<input type="checkbox"/> Lump Sum	\$	
<input type="checkbox"/> Unit Price	\$	per
- B. Provide itemized cost breakdown only (Proposal Request).
- C. Supplemental Instruction – No cost change.



Directive Description:

1. Provide cost change to revise door and hardware as indicated in submittal review dated 3/7/19. \$ <445.00>
2. Reference A102R. Provide cost change to add Door 264C: \$ 3,667.00
 (2) 3'-0"X8'-0" | HM-1 | -- | 60MIN | HM-1 | -- | 5BB1HW | ND170/B661P/FB | -- | 4040XP/COR52 | -- | 797B

ADD / DEDUCT \$ 3,222.00
ADD / DEDUCT 1 Day

Attachments: A102R

Signatures:

Architect	Contractor	Owner (Action A only)
Shultz + Associates Architects 612 1/2 Main Avenue Fargo, ND 58103	Meinecke-Johnson Company 5 North 14 th Street Fargo, ND 58102	City of Fargo Fargo Police Department 225 4 th Street North Fargo, ND 58102
 By: _____ Date: 3/15/19	 By: _____ Date: 4-18-19	By: _____ Date: _____

MEINECKE - JOHNSON COMPANY

BOX 2643
FARGO, ND 58108

701-293-1040

FAX 701-293-8072

www.meineckejohnsoncompany.com

RANDALL E. JOHNSON, CHAIRMAN
ERIC M. JOHNSON, PRESIDENT
ROGER D. OLSON, SENIOR VICE PRESIDENT
WESLEY D. LEIER, VICE PRESIDENT
BRADY J. HASBARGEN, SECRETARY
KATIE M. HASBARGEN, TREASURER

OFFICE LOCATED AT
5 NORTH FOURTEENTH ST.
FARGO, NORTH DAKOTA 58102

April 18, 2019

Shultz & Associates Architects
612-1/2 Main Avenue
Fargo, ND 58103

Attn: Mr. Jared Jensen

Re: Fargo Police Department Headquarters

Dear Jared:

Please see the attached proposal and breakdown for the costs associated with Project Directive #002 in the amount of \$3,222.00.

Please issue a change order at your earliest convenience.

Sincerely,

MEINECKE-JOHNSON COMPANY


Brady Hasbargen
Project Manager

BH:cj

Enclosure

GENERAL CONTRACTOR

CONSTRUCTION MANAGEMENT



CONCRETE CONTRACTOR



Twin City Hardware

3031 Thunder Road
Fargo, ND 58104
Phone 701-232-5790
Fax 701-232-5794

Change Order Request #01

TO: Meinecke-Johnson Company
5 North 14th St
Fargo, ND 58108
ATTN: Robert Ramberg
Phone: 701-541-4633
Email: 0

DATE: March 25, 2019

TCH CONTRACT NO.: CN102689
PROJECT NAME: Fargo Police Department Headquarters
PROJECT LOCATION: 105 25th St N
Fargo, ND 58102

The current lead time for product on this change order is: XXX working days upon written acceptance, which is required, to maintain quoted price, otherwise price and/or delivery date will be affected. The acceptance of this change order may or may not cause delays in your project timeline, depending on the type of change involved**

Changes reflect Project Directive 2 for 264C

Add \$2,284.00

- 1 60pp hollow metal frame
- 2 60pp hollow metal doors
- ND25
- B661 and cylinder
- closers, coordinator and flushbolts
- gasketing
- wall stops

Amount This Change Order... \$2,284.00 Includes Tax of 7.5%

Notes and Exclusions:

Kindly issue us a change in the above amount if we are to proceed to proceed with these changes

Alternates:

If you have any questions, please call me direct at 701-371-1285 or email at tdvorak@tchco.com

This Change Order must be signed by a representative of said company & returned to TCH via fax or email before additional material will be shipped or labor performed. This protects both parties and, in most cases, is required by the contract or your home office.

Accepted by _____
(COMPANY NAME)

Respectfully submitted,

TWIN CITY HARDWARE

Signed _____
Printed Name _____
Title _____
Date _____

By _____
Thomas Dvorak
Project Manager

The person signing above acknowledges they are a certified representative of the above listed company with full authority to execute this change order. By signing this change order the above listed company agrees to payment of said Change Order per TCH's credit terms. The person also acknowledges that changes to scope may delay delivery dates as lead times vary based on product availability. All order information, as well as this Change Order Form, must be given to Twin City Hardware with enough time to adhere to lead time requirements, order entry time, shipping time, and workload. Failure to do so absolves Twin City Hardware of any additional costs incurred due to shipment delays. By accepting this correspondence of change, the person also accepts all terms noted on this form, or on any form related to this change, including form of said company accepting the change.

**All prices are confidential and are the property of TCH. Freight F.O.B. destination. Any changes to project documents may affect the price. All changes will be required to have an executed change order signed by all parties prior to any material being released to jobsite. Back charges for work performed without prior written authorization from TCH will not be accepted. This quotation is subject to change if not accepted in writing within 30 days. TCH is a material supplier, no retainage will be accepted. **Payment Terms are net 30 days from date of invoice. Your FINANCE CHARGE is computed by a single periodic rate of 1.5% which is an ANNUAL PERCENTAGE RATE of 18% applied to your "previous balance without deducting current payments and/or credits appearing on the face of the statement." Buyer expressly agrees to pay all of Seller's costs, expenses, and attorneys' fees incurred for enforcement of collection of any amount due Seller under this agreement. Venue is Washington County, MN.



3031 Thunder Road
Fargo, ND 58104
Phone 701-232-5790
Fax 701-232-5794

Change Order Request #02

TO: Meinecke-Johnson Company
5 North 14th St
Fargo, ND 58108

DATE: March 25, 2019

ATTN: Robert Ramberg
Phone: 701-541-4633
Email: 0

TCH CONTRACT NO.: CN102689
PROJECT NAME: Fargo Police Department Headquarters
PROJECT LOCATION: 105 25th St N
Fargo, ND 58102

The current lead time for product on this change order is: XXX working days upon written acceptance, which is required, to maintain quoted price, otherwise price and/or delivery date will be affected. The acceptance of this change order may or may not cause delays in your project timeline, depending on the type of change involved

Changes reflect approvals and RFI Project Directive 2 Deduct (\$445.00)

- 107: Remove wall stop for regular arm closer and overhead stop
- 108B: Change wall type to E
- 127 and 139: Add standard strike, remove notes for existing electric strike
- 137A: Add 90PP fire rating and electric strike
- 138 and 150: Remove fire rating
- 145A: Change lock to classroom function, add magnetic holder
- 145B: Remove lite in door, change lock to passage set
- 148: Remove lite from door
- 151: Remove electric strike
- 245B: Change frame to knock down frame
- 273: Remove opening from project
- 280: Remove overhead stop for closer with stop arm
- 283A: Increase opening height, change swing, add heavy weight hinges and remove bottom flushbolt
- 108A, 111: add new flush wood door
- 139, 151: remove wood door
- 106, 108A, 145A: switch closer arm to regular
- 185, 283B: remove bottom bolt
- 137B, 189: change anchors to EWA
- 162B: Increase jamb depth to 10 1/2"

Amount This Change Order... (\$445.00) Includes Tax of 7.5%

Notes and Exclusions:

Kindly issue us a change order in the above amount as we have incorporated these changes into our schedule

Alternates:

If you have any questions, please call me direct at 701-371-1285 or email at ldvorak@tchco.com

This Change Order must be signed by a representative of said company & returned to TCH via fax or email before additional material will be shipped or labor performed. This protects both parties and, in most cases, is required by the contract or your home office.

Accepted by _____
(COMPANY NAME)

Respectfully submitted,

TWIN CITY HARDWARE

Signed _____
Printed Name _____
Title _____
Date _____

By _____
Thomas Dvorak
Project Manager

Project No: 1826
Project: Fargo Police Department HQ

Directive No: GPD 003
Date of Issuance: March 15, 2019
Initiated By: Architect

To Contractor:
 Meinecke-Johnson Company
 5 North 14th Street
 Fargo, ND 58102

Other Contractor(s):

Copy:
 Architect
 Construction Mgr.
 Consultant
 Owner

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within **seven** days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Directive Action:

- A. Proceed with work described below and provide cost breakdown as follows (Change Directive):

Basis	Amount	Estimate / Fixed / Maximum
<input type="checkbox"/> Cost Plus Mark-Up	\$	
<input type="checkbox"/> Lump Sum	\$	
<input type="checkbox"/> Unit Price	\$	per
- B. Provide itemized cost breakdown only (Proposal Request).
- C. Supplemental Instruction – No cost change.

Directive Description:

1. Reference A102R. Provide cost change to remove existing guard rail and infill north wall of Evidence Storage 264 with 1-hour rated wall per UL U419. \$ 4,605.00
2. Provide cost change to add header soffit similar to Detail I11/A801 in Office 277 to accommodate height difference between existing ceiling areas at removed furniture wall. \$ 961.00
3. Provide cost change to revise north wall of Evidence Storage 138 to be Wall Type I. \$ 2,180.00.
4. Provide cost to revise door 192A to 10'x12' in lieu of 8'x9' as scheduled. \$ 525.00
5. Provide cost to add soffit in hall 279 where ceilings are lowered due to existing HVAC \$ 655.00

ADD / DEDUCT \$ 8,926.00
ADD / DEDUCT 85 Days

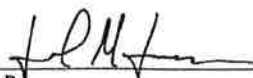
Attachments: A102R

Signatures:

Architect
 Shultz + Associates Architects
 612 1/2 Main Avenue
 Fargo, ND 58103

Contractor
 Meinecke-Johnson Company
 5 North 14th Street
 Fargo, ND 58102

Owner (Action A only)
 City of Fargo
 Fargo Police Department
 225 4th Street North
 Fargo, ND 58102

By:  Date: 3/15/19

By:  Date: 4-18-19

By: _____ Date: _____

MEINECKE - JOHNSON COMPANY

BOX 2643
FARGO, ND 58108

701-293-1040

FAX 701-293-8072

www.meineckejohnsoncompany.com

RANDALL E. JOHNSON, CHAIRMAN
ERIC M. JOHNSON, PRESIDENT
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WESLEY D. LEIER, VICE PRESIDENT
BRADY J. HASBARGEN, SECRETARY
KATIE M. HASBARGEN, TREASURER

OFFICE LOCATED AT
5 NORTH FOURTEENTH ST.
FARGO, NORTH DAKOTA 58102

April 18, 2019

Shultz & Associates Architects
612-1/2 Main Avenue
Fargo, ND 58103

Attn: Mr. Jared Jensen

Re: Fargo Police Department Headquarters


Dear Jared:

Please see the attached proposal and breakdown for the costs associated with Project Directive #003 for the amount of \$8,926.00.

Please issue a change order at your earliest convenience.

Sincerely,

MEINECKE-JOHNSON COMPANY



Brady Hasbargen
Project Manager

BH:cj

Enclosure

GENERAL CONTRACTOR

CONSTRUCTION MANAGEMENT



CONCRETE CONTRACTOR

Brady Hasbargen

From: Miller & Sons Drywall <msdrywall@midconetwork.com>
Sent: Wednesday, April 3, 2019 4:33 PM
To: Brady Hasbargen
Subject: PD

Soffit at hall 270 \$280 — 3.5
North wall of evidence storage \$2540 — 3.1
Soffit room 277 \$690 — 3.2
Screwing our gyp thru heavy mesh wall type I \$50 — 3.3

Total 3280

Thanks



Miller & Sons
DRYWALL INC.

Travis Miller

2007 E Main Ave.
West Fargo, ND 58078
Phone: 701-282-4365
Fax: 701-282-8427

Brady Hasbargen

From: Tyler Price <tyler@paintfargo.com>
Sent: Wednesday, March 27, 2019 4:00 PM
To: Brady Hasbargen
Subject: RE: FPD HQ

Brady,

I'm at \$975 for painting the wall (both sides) and the HM Door and Frame.

Thanks,

Tyler

Sent from Mail for Windows 10

From: Brady Hasbargen
Sent: Tuesday, March 26, 2019 12:11 PM
To: tyler@paintfargo.com
Subject: FPD HQ

Tyler,

Please the attached GPD. Also include painting 1 6-0 x 7-0 HM Frame and 2 3-0x7-0 HM doors in the fire wall. Note the height you will be working on the garage side on the wall and the outside of the door frame.

Thanks,

Brady Hasbargen
Meinecke-Johnson Company
P - (701) 293-1040
F - (701) 293-8072

Brady Hasbargen

From: Miller & Sons Drywall <msdrywall@midconetwork.com>
Sent: Wednesday, April 3, 2019 4:33 PM
To: Brady Hasbargen
Subject: PD

Soffit at hall 270 \$280 — 3.5
North wall of evidence storage \$2540 — 3.1
Soffit room 277 \$690 — 3.2
Screwing our gyp thru heavy mesh wall type I \$50 — 3.3

Total 3280

Thanks



Miller & Sons
DRYWALL INC.

Travis Miller

2007 E Main Ave.
West Fargo, ND 58078
Phone: 701-282-4365
Fax: 701-282-8427



Red River Fabricating, Inc.

109 8th Ave. NW, West Fargo, ND 58078 P:701-282-7590 F:701-282-7591

To: Brady Hasbargen @ Meinecke Johnson

From: Jill Gilleland

04-03-19

Project: Fargo Dept. HQ, Fargo, ND

Change Order #1

RRF Job#R19-009

MJ Job# 1901-42250

Material as described below (Material Only):

- 1.) Per Joel Shafer & Brady Hasbargen Phone Conversation 04/03/19:
Add (Qty: 8) Primed Gray 4'x8' Flattened 3/4x9# Expanded Metal Panels

Change Order # 1 Total: \$865+ TAX

Qualifications:

1. Prices good for 10 days, terms net 30 days & NO retainage.
2. All qualifications of project's original quotation apply.
3. Please contact Joel Shafer (joel@rrfab.com) with any questions.

Please note that I must receive a hard-copy confirmation of acceptance of this change order before we can proceed with it.

Please send to: jill@rrfab.com or fax: (701) 282-7591

Brady Hasbargen

From: Miller & Sons Drywall <msdrywall@midconetwork.com>
Sent: Wednesday, April 3, 2019 4:33 PM
To: Brady Hasbargen
Subject: PD

Soffit at hall 270 \$280 — 3.5
North wall of evidence storage \$2540 — 3.1
Soffit room 277 \$690 — 3.2
Screwing our gyp thru heavy mesh wall type I \$50 — 3.3

Total 3280

Thanks



Miller & Sons
DRYWALL INC.

Travis Miller

2007 E Main Ave.
West Fargo, ND 58078
Phone: 701-282-4365
Fax: 701-282-8427

Proposal



Twin City Garage Door

324 Main Ave East · West Fargo, North Dakota 58078
 Bus: (701) 281-4759 · Fax: (701) 281-4592 · TF: 1-800-726-4029

PROPOSAL SUBMITTED TO Meinecke-Johnson Company		PHONE Brady: 361-0635	DATE 3/18/2019
STREET		JOB NAME Fargo Police Dept. Headquarters	
CITY, STATE, ZIP		JOB LOCATION 105 25th Street North, Fargo, ND 58102	
ARCHITECT	DATE OF PLANS	Email	JOB PHONE

We hereby submit specifications and estimates for:

Change Order #1

Door # 192A: Door Size of 10 x 12 rather than the 8 x 9 in the Door Schedule Add.....\$500.00

We propose hereby to furnish materials and labor - complete in accordance with above specifications, for the sum of:

PAYMENT TO BE MADE AS FOLLOWS:

Authorized Signature Kevin Gustman (Kevin Gustman)

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above process, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date of Acceptance: _____ Signature: _____

Brady Hasbargen

From: Miller & Sons Drywall <msdrywall@midconetwork.com>
Sent: Wednesday, April 3, 2019 4:33 PM
To: Brady Hasbargen
Subject: PD

Soffit at hall 270 \$280 — 3.5
North wall of evidence storage \$2540 — 3.1
Soffit room 277 \$690 — 3.2
Screwing our gyp thru heavy mesh wall type I \$50 — 3.3

Total 3280

Thanks



Miller & Sons
DRYWALL INC.

Travis Miller

2007 E Main Ave.
West Fargo, ND 58078
Phone: 701-282-4365
Fax: 701-282-8427

Project Directive

Project No: 1826
Project: Fargo Police Department HQ

Directive No: GPD 004
Date of Issuance: March 27, 2019
Initiated By: Architect

To Contractor:

Meinecke-Johnson Company
 5 North 14th Street
 Fargo, ND 58102

Other Contractor(s):

Copy:

Architect
 Construction Mgr.
 Consultant
 Owner

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within **seven** days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Directive Action:

- A. Proceed with work described below and provide cost breakdown as follows (Change Directive):
- | | | |
|--|--------|----------------------------|
| Basis | Amount | Estimate / Fixed / Maximum |
| <input type="checkbox"/> Cost Plus Mark-Up | \$ | |
| <input type="checkbox"/> Lump Sum | \$ | |
| <input type="checkbox"/> Unit Price | \$ | per |
- B. Provide itemized cost breakdown only (Proposal Request).
- C. Supplemental Instruction – No cost change.

Directive Description:

1. Provide cost to revise evidence lockers to have mesh door on back side. \$ 4305.00

ADD / ~~DEDUCT~~ \$ 4305.00
 ADD / ~~DEDUCT~~ Days

Attachments:

Signatures:

Architect
 Shultz + Associates Architects
 612 ½ Main Avenue
 Fargo, ND 58103

Contractor
 Meinecke-Johnson Company
 5 North 14th Street
 Fargo, ND 58102

Owner (Action A only)
 City of Fargo
 Fargo Police Department
 225 4th Street North
 Fargo, ND 58102

 3/27/19
 By: _____ Date

By: _____ Date

By: _____ Date



Haldeman Homme Inc.
430 Industrial Blvd.
Minneapolis, MN 55413

CHANGE ORDER PROPOSAL HH62394

To: Meienecke Johnson Date: 3/29/2019
Project: BSE Fargo Police Department
Location: Fargo ND
Architect: Shultz & Associates
Addendums 1- 3

We propose to furnish and install the following as manufactured using standard design, materials, construction sizes and colors.

Material, freight, installation and tax \$4,100.00

Price Includes:

- (5) Fasco Pass-through evidence lockers to have perforated rear doors in lieu of solid doors.

Qualifications:

- 1. Pricing good for 1 production run and 1 delivery with completion not later than 12/31/2019.
2. Due to the unsettled nature of "Steel Tariffs" and "Freight Regulations", any such surcharges are not included in this proposal. Any steel or freight surcharges incurred will be passed along to the customer.

Excludes:

- 1. Any Liquidated, Consequential and/or Actual Damages clauses.
2. Charges for vertical transportation, Mechanical utilities and connections, Electrical utilities and connections, Bonds, Removal of existing equipment, Traps, Ducts, Fume hood fan/blowers, Fume hood testing/balancing, Rubber/vinyl base, In-wall backing/blocking.
3. Note: Clean-up to be limited to removing all debris, dirt and rubbish accumulated as a result of our installation to a dumpster provided by others, leaving the premises broom clean and orderly.

SEE PAGE 2 for Terms & Conditions

This proposal is based upon usage of the AGC/ASA/ASC "Standard Form Construction Subcontract", 1996 Edition or a subcontract form otherwise acceptable to Haldeman-Homme, Inc.

TERMS: Net 30 Days

ACCEPTED: Company Name Date RESPECTFULLY, HALDEMAN-HOMME, INC. By Tim McGowan
Tim McGowan
701-446-7846

Note: This quotation is offered for acceptance within 30 days and is subject to revision beyond that time.



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Phone: (612)331-4880
Fax: (866)427-5007
Toll Free: (800)795-0696
Email: info@haldemanhomme.com
Website: www.haldemanhomme.com

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ONE SOURCE • MANY SOLUTIONS • YOUR SUCCESS

Haldeman Homme Inc.
430 Industrial Blvd.
Minneapolis, MN 55413

PROPOSAL HH62394

Haldeman-Homme, Inc. Terms and Conditions

Academic Specialties, Inc. | Academic Specialties TX | Anderson Ladd Inc. | Hicks-Ashby | Iowa Direct Equipment & Appraisal

General

These terms and conditions are a component part of the attached proposal and constitute the entire agreement between Haldeman-Homme, Inc. (hereinafter HH) and any of its subsidiaries. By signing the proposal, Customer acknowledges that they understand and accept the proposal and the following terms and conditions.

Site Conditions

A smooth, level and clean sub-floor shall be provided or as required by HH. Maintain environment at proper temperature (55-80 degrees F.) and humidity (35-50%) before, during and 30 days following installation.

Acceptance

This proposal may be accepted within 30 days subject to credit approval. HH reserves the right to revoke this offer prior to acceptance by customer. Customer agrees that, by signing, grant authority to credit bureaus to release credit history information for the purpose of establishing credit with HH and its subsidiaries.

Installation

This proposal assumes unloading and elevator use shall be conducted during normal business hours. This proposal is based on completing the work during normal business hours. Overtime, evening and weekend work is available at additional charge.

Engineering

All engineering, proposal drawings, specifications shall represent HH's investment in engineering skill and development and remain the property of HH. Such are submitted with the understanding that the information will not be disclosed or used in any way detrimental to HH's interests.

Changes

Any requests for changes to the scope of work shall be made in writing with signed acceptance by authorized personnel from HH and Customer.

Liability

HH shall not be liable for damages in any form or any other claim arising out of strikes, floods, fire, accidents, or any other causes beyond our control. HH shall not be liable for liquidated, consequential or any other damages or penalties of any kind for delays in completion of work.

Payment

Payment in full will be due and payable thirty (30) days from invoice date. Customer agrees to pay progress-billing invoices during the course of the project reflecting partial shipment of material and/or partial completion of labor work performed.

Customer agrees that, if the billed amount is not paid within terms, a service charge will be charged on the overdue balance at a percentage rate of 1.5% (18% ANNUAL PERCENTAGE RATE) for all accounts. If the customer fails to pay the entire unpaid balance on the account when due HH may without further notice or demand, exercise all rights and remedies available by law for the collection of the balance due on the account.

Disputes

Customer and HH hereby agree that disputes between the parties which cannot be settled amicably, shall be settled through the State District Court of Minnesota.

Cancellation

An officer of HH must approve cancellation requests in writing. In order to compensate HH for its investment in engineering, time, processing and administrative work, approved cancellations shall be subject to cancellation charge of 25% of the contract amount plus the cost of materials produced or in production, labor or other services performed, freight, taxes and any other out of pocket expenses incurred by HH.

Warranty

THE MANUFACTURER EXPRESS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY HH/AL.

Insurance

HH maintains insurance and will provide certificates of insurance if requested on coverage and limits as provided by its insurance policy. No other insurance coverage is provided including waiver of subrogation or additional named insureds.

Codes

Customer, architect and/or contractor shall be responsible for all local, state and federal agency code compliance, permits, fees, design, engineering and testing. HH does not provide professional liability or pollution insurance for any of these services. Costs for any and all such services are not included in this proposal.

Signature: _____ Name: _____ Date: _____
(Please Print)

Solutions for Industry, Education, and Healthcare Since 1924

Phone: (612)331-4880
Fax: (866)427-5007
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21b

Change Order Summary

Project:	Change Order No.	001
Fargo Police Department Headquarters Fargo, North Dakota	Contract For:	Mechanical Construction
Contractor:	Change Order Date:	May 16, 2019
Peterson Mechanical, Inc. 3001 1st Avenue North Fargo, ND 58102	Project Number:	1826

Contract changes included in this Change Order:

MPD 01	Install shower and Floor Drain; Extend Underground Plumbing; Rotate Existing Sprinkler Service Valve	\$3,627.00
MPD 02	Demolition; Sewage Ejector; Ventilation; Plumbing Vents; Air Transfers	\$8,785.00
MPD 03	Extension to Existing Roof Hood and Controls	\$1,007.00
Total		\$13,419.00

The Original Contract Sum is:	\$	203,400.00
The Net Change by Previously Authorized Change Orders:	\$	-
The Contract Sum Prior to this Change Order was:	\$	203,400.00
The New Contract Sum will be INCREASED by this Change Order in the amount of:	\$	13,419.00
The New Contract Sum including this Change Order will be:	\$	216,819.00
The Contract Time will be UNCHANGED by:		0 Calendar Days

AIA Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
 Fargo Police Department Headquarters
 Fargo, North Dakota

CONTRACT INFORMATION:
 Contract For: Mechanical Construction
 Date: January 14, 2019

CHANGE ORDER INFORMATION:
 Change Order Number: 001
 Date: May 16, 2019

OWNER: *(Name and address)*
 City of Fargo
 Fargo Police Department
 225 4th Street North
 Fargo, ND 58102

ARCHITECT: *(Name and address)*
 Shultz & Associates, Ltd
 612 1/2 Main Avenue
 Fargo, ND 58103

CONTRACTOR: *(Name and address)*
 Peterson Mechanical, Inc.
 3001 1st Avenue North
 Fargo, ND 58102

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)


1. MPD 01: Install shower and Floor Drain; Extend Underground Plumbing; Rotate Existing Sprinkler Service Valve
2. MPD 02: Demolition; Sewage Ejector; Ventilation; Plumbing Vents; Air Transfers
3. MPD 03: Extension to Existing Roof Hood and Controls


The original Contract Sum was	\$ 203,400.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 203,400.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 13,419.00
The new Contract Sum including this Change Order will be	\$ 216,819.00


The Contract Time will be unchanged by Zero (0) days.
 The new date of Substantial Completion will be unchanged.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Shultz & Associates, Ltd
 ARCHITECT *(Firm name)*

 SIGNATURE
 Jared Jensen, Vice President
 PRINTED NAME AND TITLE
 May 17, 2019
 DATE

Peterson Mechanical, Inc.
 CONTRACTOR *(Firm name)*

 SIGNATURE
 MICHAEL D. PETERSEN - VP
 PRINTED NAME AND TITLE
 5/20/19
 DATE

City of Fargo, Fargo Police Department
 OWNER *(Firm name)*

 SIGNATURE
 PRINTED NAME AND TITLE
 DATE

Project Directive

Project No: 1826
Project: Fargo Police Department HQ

Directive No: MPD 001
Date of Issuance: April 1, 2019
Initiated By: Architect

To Contractor:
 Peterson Mechanical, Inc.
 3001 1st Avenue North
 Fargo, ND 58102

Other Contractor(s):

Copy:
 Architect
 Construction Mgr.
 Consultant
 Owner

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within **seven** days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Directive Action:

- A. Proceed with work described below and provide cost breakdown as follows (Change Directive):

Basis	Amount	Estimate / Fixed / Maximum
<input type="checkbox"/> Cost Plus Mark-Up	\$	
<input type="checkbox"/> Lump Sum	\$	
<input type="checkbox"/> Unit Price	\$	per
- B. Provide itemized cost breakdown only (Proposal Request).
- C. Supplemental Instruction – No cost change.

Directive Description:

1. Reference MPR-01. Provide cost change to install shower and floor drain as shown. \$ 2,941.00
2. Provide cost change to extend underground plumbing at Coffee 120 approximately to the west to tie into existing sanitary. \$ 500.00
3. Provide cost change to rotate existing sprinkler service valve approximately 135-180 degrees. \$ 686.00

ADD / DEDUCT \$ \$3,627.00
 ADD / DEDUCT 0 Days


Attachments: MPR-01, R1/M200, R1/M201

Signatures:

Architect
 Shultz + Associates Architects
 612 ½ Main Avenue
 Fargo, ND 58103

Contractor
 Peterson Mechanical, Inc.
 3001 1st Avenue North
 Fargo, ND 58102

Owner (Action A only)
 City of Fargo
 Fargo Police Department
 225 4th Street North
 Fargo, ND 58102


 By: _____ Date: 4/1/19


 By: _____ Date: 4/1/19

By: _____ Date: _____

PETERSON MECHANICAL, INC.

P.O. Box 302 • 3001 1st Avenue North • Phone 293-7206 • FAX 293-8683
Fargo, North Dakota 58107

April 8, 2019

Shultz and Associates Architects
612 1/2 Main Avenue
Fargo, ND 58103

Attn: Jared

Re: Fargo Police department headquarters MPR-1 REVISED

The following are the additional cost to install shower and floor drain, extend underground plumbing at coffee 120 and rotate existing sprinkler service.

Piping labor 14 hours @ \$78.00	\$1,092.00
Material	1,894.00
Tax	142.00
10% overhead and profit	313.00
Nova Fire Protection	653.00
5% Subcontractor Mark-up	<u>33.00</u>
Total	\$4,127.00

\$3,627.00

If you have any questions please let me know.


Michael D. Peterson

NOTES

Item				Material			Field Labor		
Category	Size	Item Desc	Qty/U...	Mat Unit	Mat Adj	Mat Ext	Fld Unit	Fld Adj	Fld Ext
		Shower Base	1.00 ea	1661.00	1.00	1,661.00	4.0000	1.0000	4.0000
		2" FD	1.00 ea	61.00	1.00	61.00	1.0000	1.0000	1.0000
		Core Drill	1.00 ea	100.00	1.00	100.00	2.0000	1.0000	2.0000
PVC SCH 40-DWV	2"	PIPE-SCH 40 PVC DWV	30.00 '	1.02	1.00	30.60	0.0600	1.0000	1.8000
PVC SCH 40--DWV	2"	P-TRAP---HxH	1.00 ea	5.90	1.00	5.90	0.4400	1.0000	0.4400
PVC SCH 40-DWV	2"	1/8 BEND - HxH	3.00 ea	1.91	1.00	5.73	0.4400	1.0000	1.3200
PVC SCH 40-DWV	2"	1/4 BEND - HxH	2.00 ea	2.06	1.00	4.12	0.4400	1.0000	0.8800
PVC SCH 40-DWV	2"	WYE -- HxHxH	1.00 ea	4.09	1.00	4.09	0.6600	1.0000	0.6600
PVC SCH 40-DWV	2"	SAN TEE -- HxHxH	2.00 ea	3.35	1.00	6.70	0.6600	1.0000	1.3200
PVC SCH 40-DWV	Unsize	CEMENT AND PRIMER --P...	0.29 ea	25.40	1.00	7.26	Skip	1.0000	0.0000
PVC SCH 40-DWV	2"	TEST TEE-W/PLUG	1.00 ea	7.10	1.00	7.10	0.7260	1.0000	0.7260
Grand Totals						1,893.50			14.1460

NORTHERN PLUMBING SUPPLY

S2135999

** QUOTATION **

NORTHERN PLUMBING SUPPLY FARGO
 1817 GREAT NORTHERN DRIVE
 FARGO, ND 58102-3225

Page# 1

Bid To:

Ship To:

Acct #99
 PETERSON MECHANICAL, INC.
 3001 1ST AVENUE NORTH
 FARGO, ND 58102-3003

PETERSON MECHANICAL, INC.
 3001 1ST AVENUE NORTH
 FARGO, ND 58102-3003

Phone # : 701-293-7206

--Bid-Date---Expr-Date--Writer--Terms-----Ship Via-----
 04/01/19 BRUCE 2% 10TH NET 30TH PK PICK-UP
 --Purchase Order #-----Release #-----Salesman-----Ordered By---Puller---
 POLICE BRUCE TORKELSO

***** Shipping Instructions *****
 * MUST HAVE PO # - JOB NAME NOT ENOUGH. *
 * MUST ALSO ALWAYS GET A READABLE *
 * SIGNATURE - DELIVERIES TOO - NO *
 * EXCEPTIONS!!! PRINTED NAME IS BEST!! *

Bid-Qty--		Unit Price	Net
1	WR6030-B LH SEAT RH PLBG ADA SHOWER W/ GRAB BARS, WHITE, ROLL IN	1646.000	1646.00
1	8346 MOEN CHROME POSI-TEMP SHOWER VALVE & TRIM W/HAND HELD SHOWER, 30" SLIDE BAR, VB, SUPPLY ELL	316.000	316.00
1	827-2B 140NC BRASS SHOWER DRAIN NO-CAULK GASKET FITS 2" SCH40 SS SNAP-IN STRAINER (FORMERLY 828-2B)	15.000	15.00

BID TOTAL 1977.00
 Sales tax 148.28
 Bid Amount 2125.28

9,166.1

Extras not listed or spelled out are not included in pricing.
 We reserve the right to correct clerical errors.
 Prices good for 30 days only. All prices subject to market changes.

Project Directive

Project No: 1826
Project: Fargo Police Department HQ

Directive No: MPD 002
Date of Issuance: April 11, 2019
Initiated By: Architect

To Contractor:
 Peterson Mechanical, Inc.
 3001 1st Avenue North
 Fargo, ND 58102

Other Contractor(s):

Copy:
 Architect
 Construction Mgr.
 Consultant
 Owner

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within **seven** days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Directive Action:

- A. Proceed with work described below and provide cost breakdown as follows (Change Directive):
- | Basis | Amount | Estimate / Fixed / Maximum |
|--|--------|----------------------------|
| <input type="checkbox"/> Cost Plus Mark-Up | \$ | |
| <input type="checkbox"/> Lump Sum | \$ | |
| <input type="checkbox"/> Unit Price | \$ | per |
- B. Provide itemized cost breakdown only (Proposal Request).
- C. Supplemental Instruction – No cost change.

Directive Description:

- Reference MPR-03. Indicate cost change to provide demolition as illustrated. \$ 718.00
- Reference MPR-04. Indicate cost change to add sewage ejector as illustrated. \$ 2,706.00
- Reference MPR-05. Indicate cost change to revise ventilation at SW corner as illustrated. \$ 126.00
- Reference MPR-06. Indicate cost change to revise plumbing vents as illustrated. \$ 3,701.00
- Reference MPR-07. Indicate cost change to add air transfers as illustrated. \$ 1,534.00

ADD / DEDUCT \$ 8,785.00
ADD / DEDUCT 0 **Days**

Attachments: MPR-03, R1/M100, MPR-04, R2/M201, MPR-05, R2/M300, MPR-06, R3/201, R4/201, R5/201, R6/201, MPR-07, R3/M300

Signatures:

Architect	Contractor	Owner (Action A only)
Shultz + Associates Architects 612 ½ Main Avenue Fargo, ND 58103	Peterson Mechanical, Inc. 3001 1 st Avenue North Fargo, ND 58102	City of Fargo Fargo Police Department 225 4 th Street North Fargo, ND 58102
 By: _____	 By: _____	_____ By: _____
4/11/19 Date	4/18/19 Date	_____ Date

PETERSON MECHANICAL, INC.

P.O. Box 302 • 3001 1st Avenue North • Phone 293-7206 • FAX 293-8683
Fargo, North Dakota 58107

April 18, 2019

Shultz and Associates Architects
612 1/2 Main Avenue
Fargo, ND 58103


Attn: Jared

Re: Fargo Police department headquarters

The following are the additional cost for demolition per MPR-03

Piping labor 8 hours @ \$78.00	\$624.00
10% overhead and profit	<u>94.00</u>
Total	\$718.00

If you have any questions please let me know.


Michael D. Peterson

PETERSON MECHANICAL, INC.

P.O. Box 302 • 3001 1st Avenue North • Phone 293-7206 • FAX 293-8683
Fargo, North Dakota 58107

April 18, 2019

Shultz and Associates Architects
612 1/2 Main Avenue
Fargo, ND 58103

Attn: Jared

Re: Fargo Police department headquarters

The following are the additional cost to install sewage ejector per MPR-04

Piping labor 16 hours @ \$78.00	\$1,248.00
Material	1,028.00
Tax	77.00
10% overhead and profit	<u>353.00</u>
Total	\$2,706.00

If you have any questions please let me know.


Michael D. Peterson

NOTES

Item				Material			Field Labor		
Category	Size	Item Desc	Qty U...	Mat Unit	Mat Adj	Mat Ext	Fld Unit	Fld Adj	Fld Ext
		Core Drill	1.00 ea	50.00	1.00	50.00	1.0000	1.0000	1.0000
		Zoeller Drain Pump	1.00 ea	248.00	1.00	248.00	4.0000	1.0000	4.0000
		Stand	1.00 ea	100.00	1.00	100.00	2.0000	1.0000	2.0000
C.I. SOIL NO HUB	2"	PIPE--C.I. NO HUB	60.00'	8.02	1.00	481.20	0.0600	1.0000	3.6000
C.I. SOIL NO HUB	2"	1/8 BEND	2.00 ea	10.19	1.00	20.38	0.6000	1.0000	1.2000
C.I. SOIL NO HUB	2"	1/4 BEND	1.00 ea	11.84	1.00	11.84	0.6000	1.0000	0.6000
C.I. SOIL NO HUB	2"	SANITARY TEE	1.00 ea	16.29	1.00	16.29	0.9000	1.0000	0.9000
C.I. SOIL NO HUB	2"	COUPLING	15.00 ea	4.28	1.00	64.20	Skip	1.0000	0.0000
HANGER-R.CLAMP-ETC.	2"	CLEVIS HGR.	6.00 ea	1.49	1.00	8.94	0.5000	1.0000	3.0000
HANGER-R.CLAMP-ETC.	3/8"	BEAM CLAMP	6.00 ea	1.10	1.00	6.60	Skip	1.0000	0.0000
HANGER-R.CLAMP-ETC.	3/8"	ALL THREAD ROD	30.00 ea	0.46	1.00	13.80	Skip	1.0000	0.0000
HANGER-R.CLAMP-ETC.	3/8"	HEX NUTS	12.00 ea	0.55	1.00	6.60	Skip	1.0000	0.0000
HANGER-R.CLAMP-ETC.	3/8"	WASHER--FLAT--ROUND	12.00 ea	0.03	1.00	0.36	Skip	1.0000	0.0000
Grand Totals						1,028.21			16.3000

NORTHERN PLUMBING SUPPLY

1817 Great Northern Drive Fargo, ND 58102

Phone: 701-297-7801 Fax: 701-232-9346 Email: bt@northernplumbing.com

EMAIL

ATTENTION:

SUBJECT:

Police

FROM: BRUCE TORKELSON

COMMENTS:

Zoellner

\$ 248⁰⁰

PETERSON MECHANICAL, INC.

3001 1st Avenue North • Fargo, North Dakota 58102 Phone 293-7206 • FAX 293-8683

April 12, 2019

Shultz + Associates Architects
612 1/2 Main Avenue
Fargo, ND 58102

RE: Fargo Police Department MPD 002

The following is the cost breakdown for MPD 002 Item3 MPR-05.

Sheet Metal Labor 1 HR @ \$64.00/hr	\$64.00
Material	\$43.00
Sales Tax	\$3.00
15% Overhead & Profit	<u>\$16.00</u>
TOTAL MPR-05	\$126.00

If you have any questions regarding this Proposal Request please call our office.

Respectfully submitted



Steve Fradet
HVAC Estimator

NOTES

Item				Material	Field Labor	Shop Labor
Category	Size	Item Desc	Qty	Mat Ext	Fld Ext	Shp Ext
Section : Section 006: MPD-002 - MPR-05-REVISE VENTILATION						
Pressure : Pressure 000: (None)						
Accessory : Accessory 001: Fittings -						
SPIN COLLARS	8"	HI-EFFICIENCY TAKEOFF	1.00	25.20	0.3000	0.0000
PREFAB RND PIP..	8"	26 GA. 90 DEGREE ADJ.	1.00	5.65	0.1000	0.0000
FLEX DUCT	8"	INSULATED FLEX DUCT	8.00	10.56	0.3360	0.0000
FLEX DUCT	34"	FLEX TIES	4.00	2.00	0.0000	0.0000
GRILLES, REGIS...	8" x8"	GRILLES/REGISTER LAY...	1.00	0.00	0.3000	0.0000
Subtotals for Accessory : Accessory 001: Fittings -				43.41	1.0360	0.0000
Subtotals for Pressure : Pressure 000: (None)				43.41	1.0360	0.0000
Subtotals for Section : Section 006: MPD-002 - MPR-05-REVISE VENTILATION				43.41	1.0360	0.0000
Grand Totals				43.41	1.0360	0.0000

PETERSON MECHANICAL, INC.

P.O. Box 302 • 3001 1st Avenue North • Phone 293-7206 • FAX 293-8683
Fargo, North Dakota 58107

April 18, 2019

Shultz and Associates Architects
612 1/2 Main Avenue
Fargo, ND 58103

Attn: Jared

Re: Fargo Police department headquarters

The following are the additional cost to install sewage ejector per MPR-06

Piping labor 20 hours @ \$78.00	\$1,560.00
Material	1,542.00
Tax	116.00
15% overhead and profit	<u>483.00</u>
Total	\$3,701.00

If you have any questions please let me know.



Michael D. Peterson

NOTES

Category	Size	Item Desc	Qty	U...	Material			Field Labor		
					Mat Unit	Mat Adj	Mat Ext	Fld Unit	Fld Adj	Fld Ext
C.I. SOIL NO HUB	2"	PIPE--C.I. NO HUB	160.00	'	8.04	1.00	1,286.40	0.0600	1.0000	9.6000
C.I. SOIL NO HUB	2"	1/4 BEND	3.00	ea	11.84	1.00	35.52	0.6000	1.0000	1.8000
C.I. SOIL NO HUB	2"	SANITARY TEE	1.00	ea	16.29	1.00	16.29	0.9000	1.0000	0.9000
C.I. SOIL NO HUB	2"	COUPLING	25.00	ea	4.28	1.00	107.00	Skip	1.0000	0.0000
HANGER-R.CLAMP-ETC.	2"	CLEVIS HGR.	16.00	ea	1.49	1.00	23.84	0.5000	1.0000	8.0000
HANGER-R.CLAMP-ETC.	3/8"	BEAM CLAMP	16.00	ea	1.10	1.00	17.60	Skip	1.0000	0.0000
HANGER-R.CLAMP-ETC.	3/8"	ALL THREAD ROD	80.00	ea	0.46	1.00	36.80	Skip	1.0000	0.0000
HANGER-R.CLAMP-ETC.	3/8"	HEX NUTS	32.00	ea	0.55	1.00	17.60	Skip	1.0000	0.0000
HANGER-R.CLAMP-ETC.	3/8"	WASHER--FLAT--ROUND	32.00	ea	0.03	1.00	0.96	Skip	1.0000	0.0000
Grand Totals					1,542.01			20.3000		

PETERSON MECHANICAL, INC.

3001 1st Avenue North • Fargo, North Dakota 58102 Phone 293-7206 • FAX 293-8683

April 12, 2019

Shultz + Associates Architects
612 1/2 Main Avenue
Fargo, ND 58102

RE: Fargo Police Department MPD 002

The following is the cost breakdown for MPD 002 Item 5 MPR-07.

Sheet Metal Labor 17 HR @ \$64.00/hr	\$1,088.00
Material	\$229.00
Sales Tax	\$17.00
15% Overhead & Profit	<u>\$200.00</u>
TOTAL MPR-07	\$1,534.00

If you have any questions regarding this Proposal Request please call our office.

Respectfully submitted



Steve Fradet
HVAC Estimator

NOTES

Category		Item	Qty	UOM	Material	Field Labor	Shop Labor
Size	Item Desc				Mat Ext	Fld Ext	Shp Ext
Section : Section 005: MPD 002 - MPR-07 TRANSFER DUCTS							
Pressure : Pressure 003: Rect - 2" W.G. Galvanized							
Accessory : Accessory 001: Fittings - Straight Duct							
FAB MATERIAL	26 ga	GALVANIZED	17.92 lbs		10.75	0.6909	0.2393
FAB MATERIAL	24 ga	GALVANIZED	23.77 lbs		14.26	0.9125	0.3197
FAB MATERIAL	24 ga	GALVANIZED	15.98 lbs		9.59	0.5287	0.1958
FAB MATERIAL	24 ga	GALVANIZED	38.80 lbs		23.28	1.2689	0.4538
Subtotals for Accessory : Accessory 001: Fittings - Straight Duct					57.88	3.4010	1.2086
Accessory : Accessory 001: Fittings - SqTh SqHI 90 Elbow							
FAB MATERIAL	26 ga	GALVANIZED	15.41 lbs		9.24	0.8566	0.8135
FAB MATERIAL	24 ga	GALVANIZED	23.01 lbs		13.81	1.2796	1.2151
FAB MATERIAL	24 ga	GALVANIZED	17.01 lbs		10.20	0.7916	0.8180
FAB MATERIAL	24 ga	GALVANIZED	22.81 lbs		13.68	1.0601	1.0363
FAB MATERIAL	24 ga	GALVANIZED	25.33 lbs		15.20	1.1774	1.1510
Subtotals for Accessory : Accessory 001: Fittings - SqTh SqHI 90 Elbow					62.14	5.1654	5.0338
Accessory : Accessory 002: Joints - Straight Duct							
Rectangular Joints	26 Ga. Flat Drive	Rectangular Joint Comp...	4.00	'	1.28	0.0000	0.0000
Rectangular Joints	26 Ga. Flat Slip	Rectangular Joint Comp...	3.50	'	1.40	0.0000	0.0000
Subtotals for Accessory : Accessory 002: Joints - Straight Duct					2.68	0.0000	0.0000
Accessory : Accessory 002: Joints - SqTh SqHI 90 Elbow							
Rectangular Joints	26 Ga. Flat Drive	Rectangular Joint Comp...	8.00	'	2.56	0.0000	0.0000
Rectangular Joints	26 Ga. Flat Slip	Rectangular Joint Comp...	7.00	'	2.80	0.0000	0.0000
Subtotals for Accessory : Accessory 002: Joints - SqTh SqHI 90 Elbow					5.36	0.0000	0.0000
Accessory : Accessory 003: Hangers - Straight Duct							
COMPONENTS	10# x 3/4"	TEK Screws	20.00	ea	0.60	0.1120	0.1380
Subtotals for Accessory : Accessory 003: Hangers - Straight Duct					0.60	0.1120	0.1380
Accessory : Accessory 008: Liner - FAB MATERIAL - Insulation 1 1/2# Density							
FAB MATERIAL	1/2"	Insulation 1 1/2# Density	16.94	sq ft	9.83	0.0000	0.0683
FAB MATERIAL	1/2"	Insulation 1 1/2# Density	13.68	sq ft	7.94	0.0000	0.2736
FAB MATERIAL	1/2"	Insulation 1 1/2# Density	17.74	sq ft	10.29	0.0000	0.0715
FAB MATERIAL	1/2"	Insulation 1 1/2# Density	16.15	sq ft	9.37	0.0000	0.3231
FAB MATERIAL	1/2"	Insulation 1 1/2# Density	10.93	sq ft	6.34	0.0000	0.0441
FAB MATERIAL	1/2"	Insulation 1 1/2# Density	11.24	sq ft	6.52	0.0000	0.2249
FAB MATERIAL	1/2"	Insulation 1 1/2# Density	16.70	sq ft	9.68	0.0000	0.0673
FAB MATERIAL	1/2"	Insulation 1 1/2# Density	15.38	sq ft	8.92	0.0000	0.3076
FAB MATERIAL	1/2"	Insulation 1 1/2# Density	10.03	sq ft	5.82	0.0000	0.0404
FAB MATERIAL	1/2"	Insulation 1 1/2# Density	17.16	sq ft	9.95	0.0000	0.3432
COMPONENTS	1/2"	PINS & CLIPS	145.96	ea	7.30	0.0000	0.4087
COMPONENTS	WIT Adhesive	DUCT ADHESIVE/DRUM	0.01	Drum	8.92	0.0000	0.0000
Subtotals for Accessory : Accessory 008: Liner - FAB MATERIAL - Insulation 1 1/2# Density					100.87	0.0000	2.1728
Subtotals for Pressure : Pressure 003: Rect - 2" W.G. Galvanized					229.54	8.6783	8.5533
Subtotals for Section : Section 005: MPD 002 - MPR-07 TRANSFER DUCTS					229.54	8.6783	8.5533
Grand Totals					229.54	8.6783	8.5533

Project No: 1826
Project: Fargo Police Department HQ

Directive No: MPD 003
Date of Issuance: April 25, 2019
Initiated By: Architect

To Contractor:
 Peterson Mechanical, Inc.
 3001 1st Avenue North
 Fargo, ND 58102

Other Contractor(s):

Copy:
 Architect
 Construction Mgr.
 Consultant
 Owner

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within **seven** days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Directive Action:

- A. Proceed with work described below and provide cost breakdown as follows (Change Directive):

Basis	Amount	Estimate / Fixed / Maximum
<input type="checkbox"/> Cost Plus Mark-Up	\$	
<input type="checkbox"/> Lump Sum	\$	
<input type="checkbox"/> Unit Price	\$	per
- B. Provide itemized cost breakdown only (Proposal Request).
- C. Supplemental Instruction – No cost change.

Directive Description:

- 1. RFI #3 – Existing Roof Hood and Controls \$ 1,007.00

ADD / DEDUCT \$ 1,007.00

ADD / DEDUCT Days

Attachments:

Signatures:

Architect
 Shultz + Associates Architects
 612 ½ Main Avenue
 Fargo, ND 58103

Contractor
 Peterson Mechanical, Inc.
 3001 1st Avenue North
 Fargo, ND 58102

Owner (Action A only)
 City of Fargo
 Fargo Police Department
 225 4th Street North
 Fargo, ND 58102


 By: _____ Date: 4/11/19

By: _____ Date: _____

By: _____ Date: _____

PETERSON MECHANICAL, INC.

3001 1st Avenue North • Fargo, North Dakota 58102 Phone 293-7206 • FAX 293-8683

April 25, 2019

Shultz Associates
612 ½ Main Avenue
Fargo, ND 58102

RE: Fargo Police Department RFI #3 Pricing

The following is the cost breakdown for work associated with RFI #3 about the existing roof hood and controls. An 87"x53"x 27" welded 16 gauge insulated extension was made and put on and the existing one discarded. The existing hood had patch work repairs made and was re-installed. The control system was re-activated.

Sheet Metal Labor 9 hrs @ \$64.00/hr	\$576.00
Materials	\$279.00
Sales Tax	\$21.00
15% Overhead & Profit	<u>\$131.00</u>
TOTAL RFI #3	\$1,007.00

If you have any questions regarding this please call our office.

Respectfully submitted



Steve Fradet
HVAC Estimator

NOTES

Item					Material	Field Labor	Shop Labor
Category	Size	Item Desc	Qty	UOM	Mat Ext	Fld Ext	Shp Ext
Section : Section 007: GRD - RFI #3 HOOD WORK							
Pressure : Pressure 000: (None)							
Accessory : Accessory 001: Fittings -							
		SILICONE CAULKING	1.00	ea	5.00	0.5440	0.0000
		2 SQ FT .050 ALUMINUM	1.00	ea	8.00	1.0000	0.6380
Subtotals for Accessory : Accessory 001: Fittings -					13.00	1.5440	0.6380
Subtotals for Pressure : Pressure 000: (None)					13.00	1.5440	0.6380
Pressure : Pressure 003: Rect - 2" W.G. Galvanized							
Accessory : Accessory 001: Fittings - Straight Duct							
FAB MATERIAL	16 ga	GALVANIZED	152.63	lbs	91.58	3.4560	1.2372
Subtotals for Accessory : Accessory 001: Fittings - Straight Duct					91.58	3.4560	1.2372
Accessory : Accessory 009: Wrap - FAB MATERIAL - Rigid Insulation 3# Density							
FAB MATERIAL	2"	Rigid Insulation 3# Density	59.35	sq ft	171.53	0.0000	1.9587
COMPONENTS	2"	PINS & CLIPS	59.35	ea	2.97	0.0000	0.1662
Subtotals for Accessory : Accessory 009: Wrap - FAB MATERIAL - Rigid Insulation 3# De...					174.50	0.0000	2.1249
Subtotals for Pressure : Pressure 003: Rect - 2" W.G. Galvanized					266.08	3.4560	3.3620
Subtotals for Section : Section 007: GRD - RFI #3 HOOD WORK					279.08	5.0000	4.0000
Grand Totals					279.08	5.0000	4.0000

PETERSON MECHANICAL INC

3001 1ST AVE N
FARGO, ND 58102

Request for Information

RFI Number: 3
Date: 03/20/2019
Page 1 of 1

Regarding:

FARGO BSE POLICE DEPARTMENT REMODEL

To:

MBN ENGINEERING
503 7TH STREET NORTH
FARGO, ND
Attn: JEREMY MAGELKY

Job Site:

FARGO POLICE DEPARTMENT
105 25TH STREET SOUTH
FARGO, ND 58102

Requested By:

STEVE FRADET

Phone:

(701) 293-7206

E-mail:

sfradet@petersonmech.com

Question(s):

We are hereby submitting the following questions for your response. These issues have potential time and cost impacts.

LAST FRIDAY WHILE DOING DUCT DEMOLITION. CHIEF TODD ASKED OUR GUYS TO LOOK AT A WATER SITUATION IN THE MECHANICAL ROOM AT EXISTING AHU-5. UPON INVESTIGATION ON THE ROOF WE ENCOUNTERED AN EXISTING RELIEF AIR HOOD HAD BEEN TAKEN OFF.(STILL ON THE ROOF) SOMEONE HAD PUT A LIGHT GAUGE CURB EXTENSION ON WITH A LIGHT GAUGE CAP OVER IT. THE EXTENSION HAS STRESS CRACKS AND THE CAP HAS BENT DOWNWARD ALLOWING MOISTURE TO ENTER THE EXISTING DUCTWORK. CHIEF TODD HAD MENTIONED THIS TO THE PREVIOUS A/E TEAM WITH NO RESOLVE. HE INDICATED HE WANTED IT TO GET FIXED THIS TIME THERE ARE TWO OPTIONS. # 1 REMOVE THE EXTENSION AND REMAKE OUT OF A HEAVIER GAUGE MATERIAL AND INSTALL A HEAVIER GAUGE CAP WITH INSULATION AND DISPOSE OF THE HOOD ON THE ROOF IF ITS NOT REQUIRED. #2 SERVICE THE RELIEF DAMPERS/ACTUATORS TO SEE IF THEY ARE WORKING AND REMAKE/INSTALL THE EXTENSION AND REINSTALL THE EXISTING HOOD LOCATED ON THE ROOF.DURING THE ECONIMIZER CYCLE THIS MAY HELP RELIEVE BUILDING PRESSURE ON 1ST AND 2ND FLOORS.

Remarks/Suggestions:

Answer(s):

(For your convenience, you can "Reply" to the email with your response.)

Per phone converstaion between Mike Petersen & Steve Fradet on 3.25.19 there are two different issues occurring: water is leaking from curb cap, and building pressure not being relieved properly. To resolved both issues, confirm if actuators/dampers are operating properly, replace if necessary. Relief hood will also need to be re-installed. Provide pricing to replace dampers.

Please respond by: 03/27/2019

STEVE FRADET
PETERSON MECHANICAL

JEREMY MAGELKY
MBN ENGINEERING

Project:

Fargo Police Department Headquarters
Fargo, North Dakota

Change Order No. 001

Contract For: Electrical Construction

Contractor:

Grotberg Electric, Inc.
1109 West Main Street
Valley City, ND 58072

Change Order Date: May 16, 2019

Project Number: 1826

Contract changes included in this Change Order:

EPD 01	Misc Electrical Work; Extend EMT Conduit	\$2,987.65
EPD 02	Misc Electrical Work	\$8,200.39
EPD 03	Fire Alarm Work	\$3,322.19

Total \$14,510.23

The Original Contract Sum is:	\$	443,000.00
The Net Change by Previously Authorized Change Orders:	\$	-
The Contract Sum Prior to this Change Order was:	\$	443,000.00
The New Contract Sum will be INCREASED by this Change Order in the amount of:	\$	14,510.23
The New Contract Sum including this Change Order will be:	\$	457,510.23
The Contract Time will be UNCHANGED by:	0 Calendar Days	

AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Fargo Police Department Headquarters Fargo, North Dakota	CONTRACT INFORMATION: Contract For: Electrical Construction Date: January 14, 2019	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: May 16, 2019
OWNER: <i>(Name and address)</i> City of Fargo Fargo Police Department 225 4 th Street North Fargo, ND 58102	ARCHITECT: <i>(Name and address)</i> Shultz & Associates, Ltd 612 1/2 Main Avenue Fargo, ND 58103	CONTRACTOR: <i>(Name and address)</i> Grotberg Electric, Inc. 1109 West Main Street PO Box 426 Valley City, ND 58072

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)


1. EPD 01: Misc. Electrical Work; Extend EMT Conduit
2. EPD 02: Misc Electrical Work
3. EPD 03: Fire Alarm Work

The original Contract Sum was	\$ 443,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 443,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 14,510.23
The new Contract Sum including this Change Order will be	\$ 457,510.23

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be unchanged

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Shultz & Associates, Ltd ARCHITECT <i>(Firm name)</i>	Grotberg Electric, Inc. CONTRACTOR <i>(Firm name)</i>	City of Fargo, Fargo Police Department OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
Jared Jensen, Vice President PRINTED NAME AND TITLE	Stephanie Ness, Secretary/Treasurer PRINTED NAME AND TITLE	 PRINTED NAME AND TITLE
May 17, 2019 DATE	May 20, 2019 DATE	 DATE

Project No: 1826
Project: Fargo Police Department HQ

Directive No: EPD 001
Date of Issuance: March 15, 2019
Initiated By: Architect

To Contractor:
 Grotberg Electric, Inc.
 1109 West Main Street
 Valley City, ND 58072

Other Contractor(s):

Copy:
 Architect
 Construction Mgr.
 Consultant
 Owner

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within **seven** days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Directive Action:

- A. Proceed with work described below and provide cost breakdown as follows (Change Directive):
- | Basis | Amount | Estimate / Fixed / Maximum |
|--|--------|----------------------------|
| <input type="checkbox"/> Cost Plus Mark-Up | \$ | |
| <input type="checkbox"/> Lump Sum | \$ | |
| <input type="checkbox"/> Unit Price | \$ | per |
- B. Provide itemized cost breakdown only (Proposal Request).
- C. Supplemental Instruction – No cost change.

Directive Description:

- | | | |
|---|----|---------|
| 1. Provide cost change to revise Electrical Work per attached PR E-01 from MBN Engineering. | \$ | 1862.74 |
| 2. Provide cost change to extend 2" EMT conduit for fiber from south wall of Mens Locker 167 to Comm 236. | \$ | 1124.91 |

ADD/ DEDUCT \$ 2987.65
~~ADD / DEDUCT~~ Days

Attachments: PR E-01, R1.0/E401, R1.1/E401, R2.0/E400, R2.1/E400

Signatures:

Architect

Shultz + Associates Architects
 612 1/2 Main Avenue
 Fargo, ND 58103

Contractor

Grotberg Electric, Inc.
 1109 West Main Street
 Valley City, ND 58072

Owner (Action A only)

City of Fargo
 Fargo Police Department
 225 4th Street North
 Fargo, ND 58102

 3/15/19
 By: _____ Date

By: _____ Date

By: _____ Date



March 15nd, 2019

Jared Jensen
Shultz + Associates Architects
Fargo, ND

Subject: Fargo Police Department Remodel – Systems Revisions
Fargo, ND

Jared,

Please see the following request for proposal to reflect the changes discussed regarding communications and building systems for the Fargo Police Department Remodel project. Please forward to the electrical contractor for proposal:

1. Provide an additional card reader at the door between room 136 & 137.
 - a. Provide 120V power from nearest door hardware circuit.
2. Provide a magnetic hold open device on the door between corridor 144 & Room 145.
3. Revise 2nd floor communications plan as shown on sheet R1.0E401
 - a. Provide a minimum 3" floor opening to feed data cabling into cubicle furniture at locations shown in 2nd floor open office. Ensure all edges are smooth prior to pulling any cables.
 - b. Revise cable counts in Open Office as shown on revised plan to match office furniture layout. Reduce the total number of new cables to cubicle furniture to (116) in lieu of (150) originally specified.
4. Add 140' of wire basket cable tray in first floor ceiling space as shown on enclosed sheet R2.0E400. Sizes as indicated on revised drawing.
 - a. Provide (2) 4" sleeves through east and west walls of Evidence 148. Sleeves shall be adequately sealed once cable installation is completed.
 - b. Cable tray shall be either 8" or 12" wide wire basket style equal to Legrand Cablofil with 2" depth.
5. Add 10' of 8" wire basket cable tray in the ceiling between existing Comm 236 and Server 235 for future COF use.
6. Provide surface mounted Cat6A jacks on cubicle furniture in lieu of utilizing outlets provided in cubicle walls where required to preserve bend radius of data cabling.
7. Remove Type B1 fixtures in Men's and Women's Toilet Rooms 106 and 107. In lieu of ceiling mounted fixture provide a 2' linear wall mount fixture above mirror equal to Cooper BCLED, 2800 lumen, 3500k LED with white opal lens.
8. Remove additional data cabling on second floor in new Storage 281, and within offices.

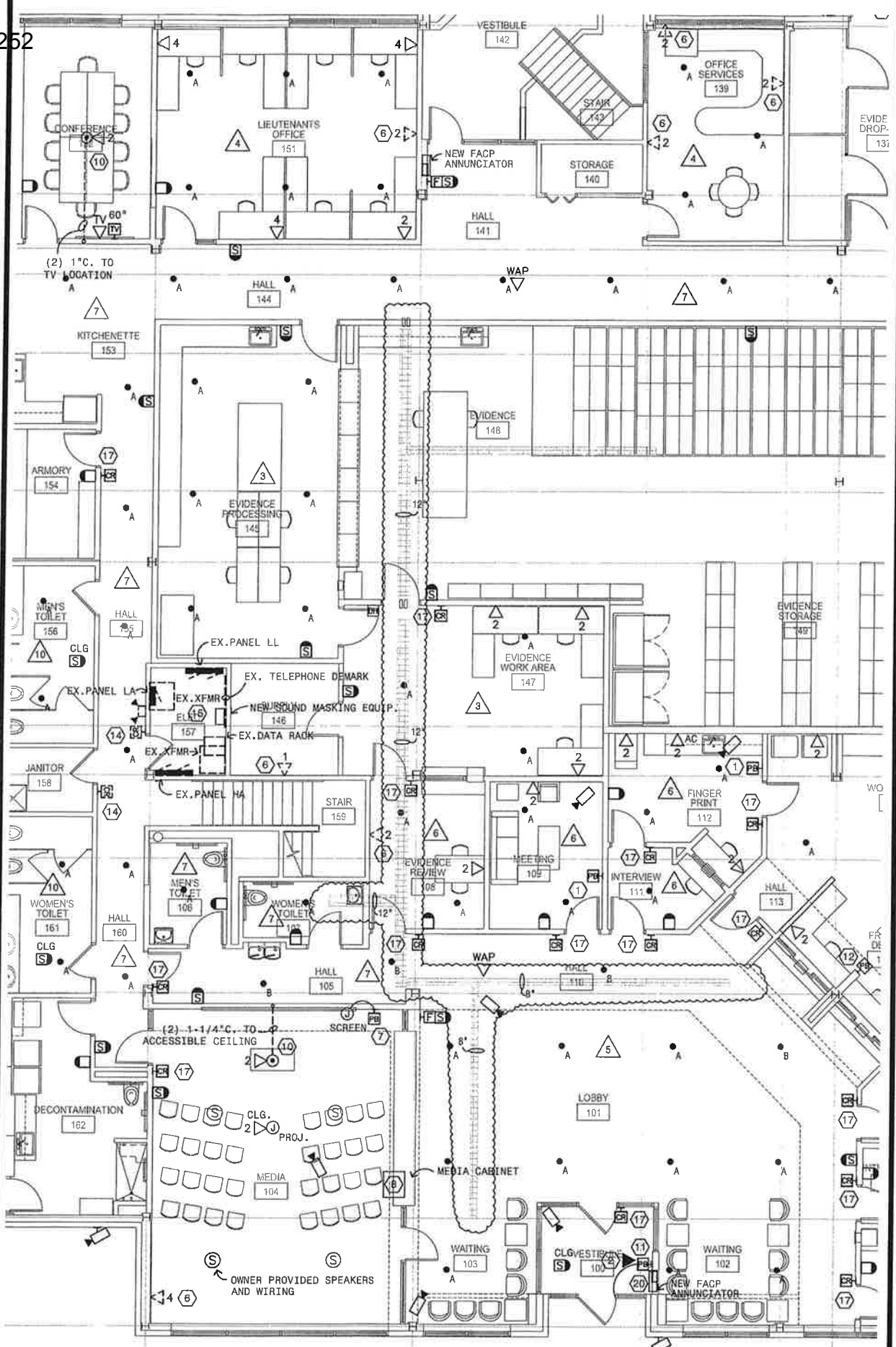
- a. New data cabling in offices shall remain as indicated on plans with (2) 2-port data jacks to each office (typical). Smaller offices may only have (1) drop, quantities as shown on plans.
 - b. Reuse existing wall jack locations in offices, provide blank inserts or blank cover plates for unused wall boxes.
 - c. Remove all cabling to existing wall jacks in new Storage 281, (appx. 40 cables) and provide blank covers in all locations. Recable (1) 4-port jack in this room, location to be determined by owner.
9. Remove data cabling from walker duct in new Storage 281 only, this cabling shall not be replaced. Provide a deduct for eliminating the (32) new Cat6A data cables in the walker duct in this room.
10. Remove all connections to existing IDF equipment in new Quarter Master's office. All equipment is to be removed to accommodate remodel work.
11. Revise cabling in Open Office 253 as follows:
- a. Existing data cabling for office furniture in Open Office 253 is provided via wall jacks in lieu of the floor boxes shown. No work required with floor boxes in this location. In lieu of this, remove existing data cabling from wall jacks (appx. 30 cables), provide blank plates for empty wall boxes, and provide a junction box in each column for data cabling to this furniture (3) total with 6 cables each.
 - b. Also provide (1) minimum 3" core drilled location to feed remaining furniture in this area. These cables may be routed to the communications rack below the stairs in Rm 165.
 - c. Add a dedicated power circuit to each column with whip to each set of furniture.
 - d. Refer to enclosed sheet R1.1E401 for additional details.
12. Remove all connections to existing IDF equipment in new Quarter Master's office. All equipment is to be removed to accommodate remodel work.
13. On first floor Open Office 129, eliminate new data cabling in all existing walker duct sections with the exception of the eastern most row closest to the existing data room (grid line K). All other furniture will be fed via the junction boxes on the columns added via addendum 2. Provide quantities as shown on enclosed sheet R2E400.

Please contact me with any questions.

Sincerely,

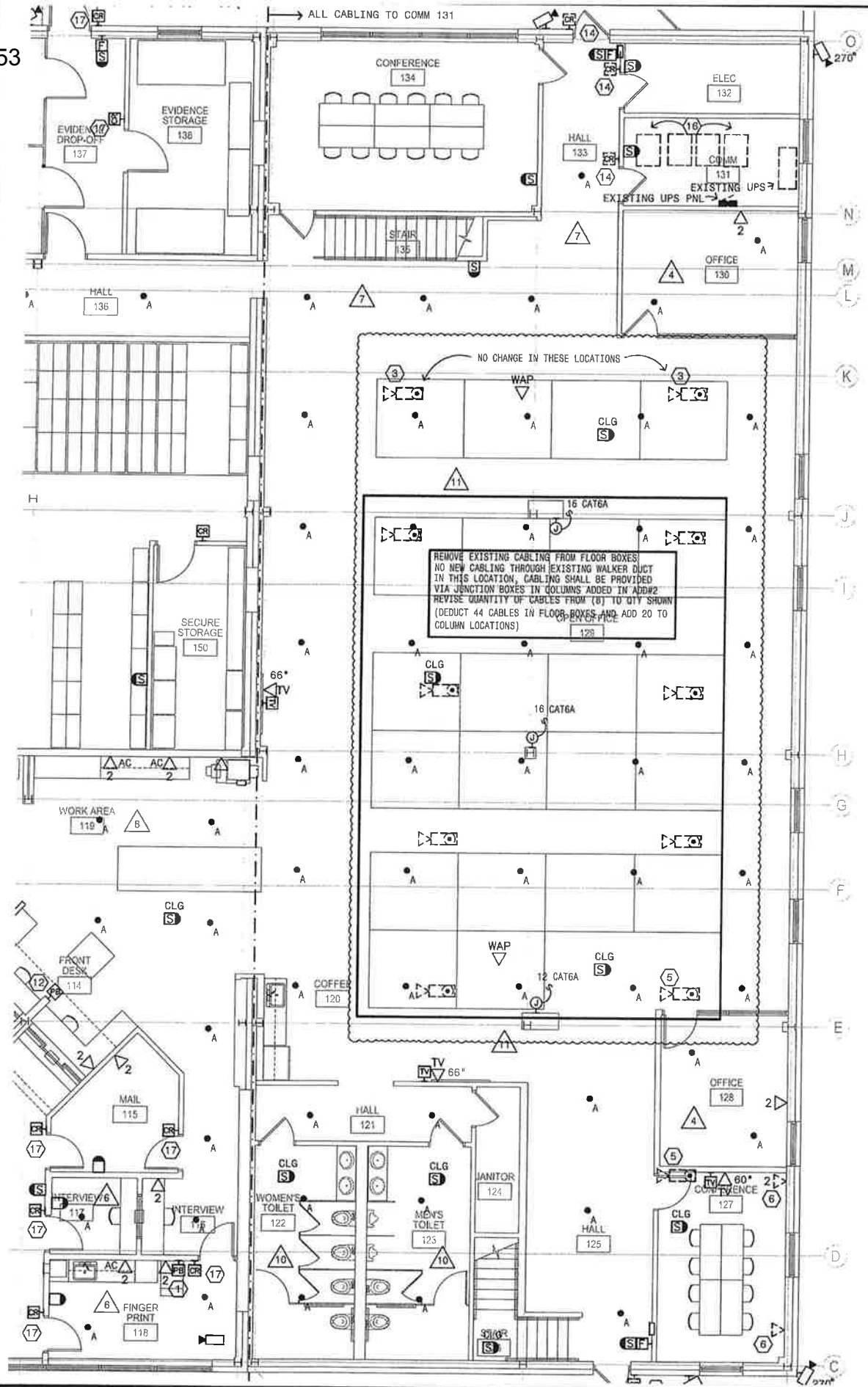


Lindi Braun



FARGO POLICE DEPARTMENT
HEADQUARTERS
FARGO, NORTH DAKOTA

MBN JOB #: 18-160
REVISION DATE: 3-15-18
R2.0
E400



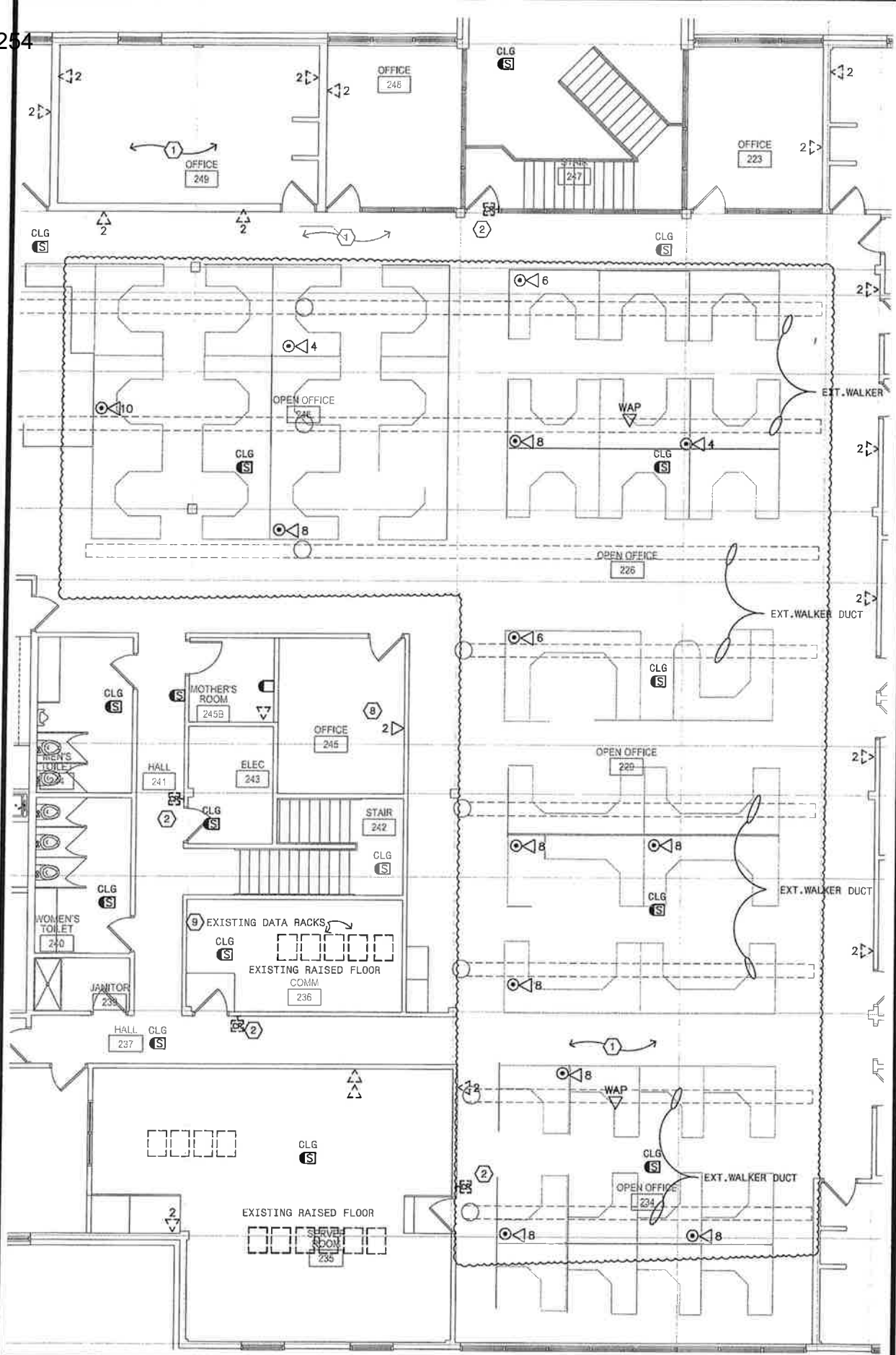
FARGO POLICE DEPARTMENT
HEADQUARTERS

FARGO, NORTH DAKOTA

MBN JOB #: 18-160
REVISION DATE: 3-15-18

R2.1
E400

MBN
MECHANICAL - ELECTRICAL - CIVIL
400 7TH ST. W.
SUITE 200
FARGO, ND 58103
PHONE: 701.785.4444
FAX: 701.785.4444





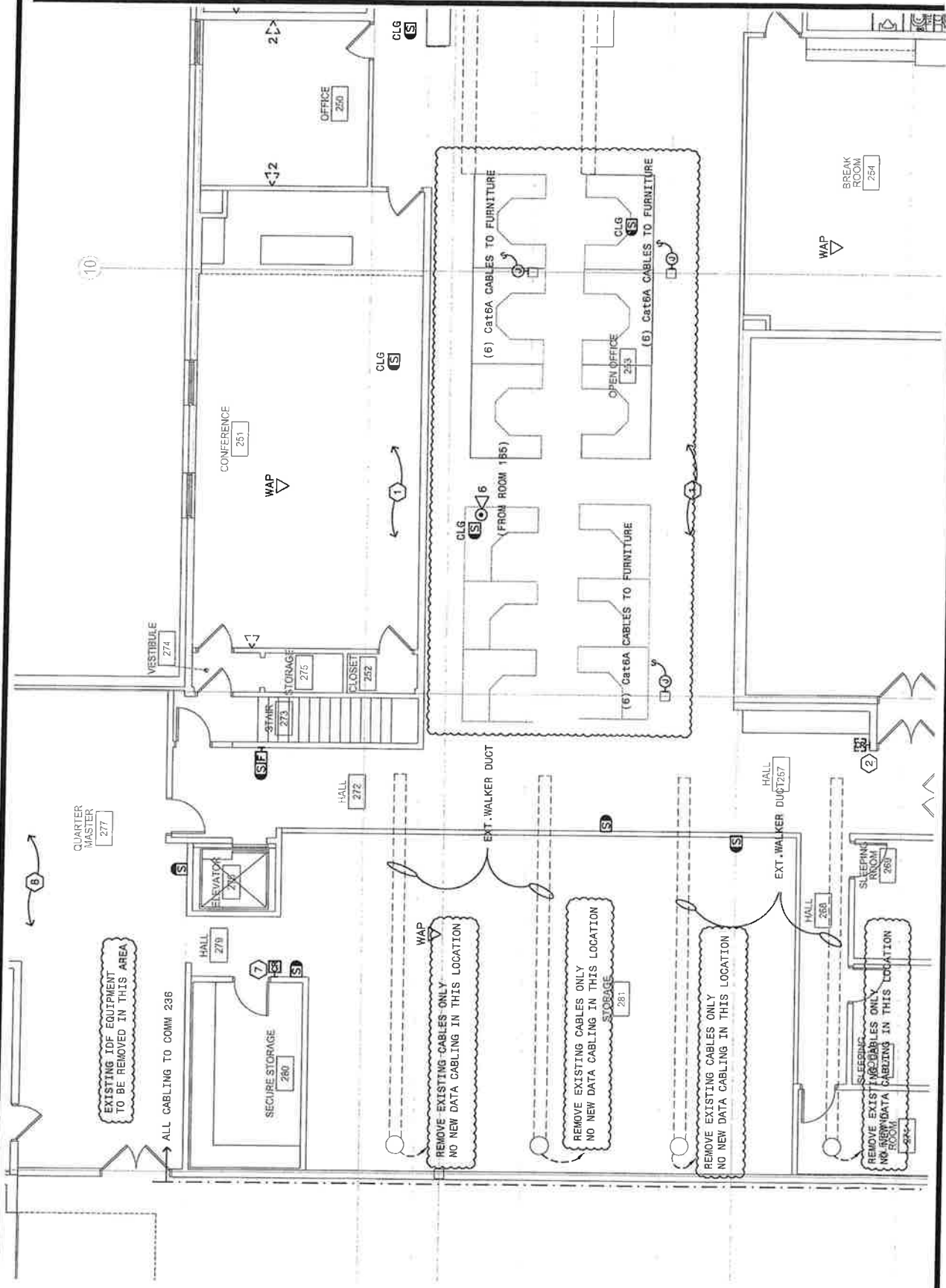
MECHANICAL • ELECTRICAL • CIVIL
ENGINEERING
800 7TH ST. N
SUITE 200
FARGO, ND 58102
PHONE: 701.478.8338
FAX: 701.478.8340

FARGO POLICE
DEPARTMENT
HEADQUARTERS

FARGO, NORTH DAKOTA

REV JOB #: 18-180 DATE: 3-15-19

R1.1
E401



CHANGE NOTICE

Grotberg Electric Inc.

 1049 5th Ave. NE
 West Fargo, ND 58078

CCN #

EPD-001

Date:

3/22/2019

Project Name:

Fargo Police Department Headquarter:

Project Number:

1826

Page Number:

1

Client Address:

City of Fargo

 105 25th St N
 Fargo, ND 58102

Itemized Breakdown

Description	Qty	Net Price U	Total Mat.	Labor U	Total Hrs.
1/2" CONDUIT - EMT	40	89.70 C	35.88	3.48 C	1.39
3/4" CONDUIT - EMT	60	140.48 C	84.29	4.00 C	2.40
2 1/2" CONDUIT - EMT	14	524.93 C	73.49	10.38 C	1.45
4" CONDUIT - EMT	4	899.60 C	35.98	17.13 C	0.69
1/2" CONN SS STL - EMT	6	125.79 C	7.55	10.00 C	0.60
3/4" CONN SS STL - EMT	7	217.80 C	15.25	12.50 C	0.88
1/2" COUPLING SS STL - EMT	2	161.67 C	3.23	4.00 C	0.08
3/4" COUPLING SS STL - EMT	7	255.96 C	17.92	5.00 C	0.35
3/4" INSULATING BUSHING - EMT	1	26.10 C	0.26	5.00 C	0.05
2 1/2" INSULATING BUSHING - EMT	28	327.10 C	91.59	17.50 C	4.90
4" INSULATING BUSHING - EMT	8	593.00 C	47.44	27.00 C	2.16
1/2" 2-H STRAP - EMT - STEEL	12	28.39 C	3.41	6.75 C	0.81
1/2 OR 3/4" SNAP CLOSE CLIP - BTM MNT ON 1/4" FLNG	1	133.18 C	1.33	10.25 C	0.10
3/4" CONDUIT SUPPORT FOR ROD OR FLNG	3	38.41 C	1.15	6.38 C	0.19
1/2 OR 3/4" SNAP CLOSE CLIP - SIDE MNT TO MTL STL	6	137.00 C	8.22	9.00 C	0.54
1/2 OR 3/4" CONDUIT+BOX SUPPORT - BTM MNT ON 1/2"	1	449.94 C	4.50	11.50 C	0.12
1/2" FLEX - ALUMINUM	54	113.97 C	61.54	3.75 C	2.02
1/2" CONN FLEX DC SQUEEZE STRAIGHT	6	125.78 C	7.55	12.50 C	0.75
#12 THHN BLACK	120	315.12 M	37.81	6.44 M	0.77
#14 THHN BROWN	32	205.38 M	6.57	5.38 M	0.17
#14 THHN GRAY	32	205.38 M	6.57	5.38 M	0.17
#12 THHN GREEN	60	315.12 M	18.91	6.44 M	0.39
#12/2C SOLID CABLE MC - STL ARMOR	-15	1,025.00 M	-15.38	21.75 M	-0.33
3/8" CONN SADDLEGRIP DC FOR FLEX / AC-90 / MC	-4	92.77 C	-3.71	7.50 C	-0.30
WIRE CONN YEL	10	13.93 C	1.39	6.25 C	0.63
WIRE CONN RED	-1	18.80 C	-0.19	7.50 C	-0.07
DEV BOX 3 1/2" DEEP 1/2" KO W/ EARS	3	1,554.43 C	46.63	27.50 C	0.82
4x 2 1/8" SQ BOX COMB KO	2	1,642.74 C	32.85	28.75 C	0.57
4x 2 1/8" SQ BOX COMB KO W/ FLUSH FLAT BRKT	4	2,154.69 C	86.19	28.75 C	1.15
4" SQ 1G PLSTR RING 3/4" RISE	5	720.68 C	36.03	3.13 C	0.16
4" SQ BLANK COVER	1	383.55 C	3.84	3.13 C	0.03
BOX SUPPORT HOLD-ITS	3	355.42 C	10.66	10.00 C	0.30
GROUND SCREW W/ INSUL #12 LEAD	3	353.56 C	10.61	3.75 C	0.11
#8 TO #10x 7/8 PLAS ANCHOR (3/16)	42	7.20 C	3.02	7.50 C	3.15
#8x 1/2 P/H SELF-TAP SCREW	4	7.16 C	0.29	3.00 C	0.12

ORIGINAL

CHANGE NOTICE

Grotberg Electric Inc.

1049 5th Ave. NE
West Fargo, ND 58078

Client Address:

City of Fargo
105 25th St N
Fargo, ND 58102

CCN #

Date:

Project Name:

Project Number:

Page Number:

EPD-001

3/22/2019

Fargo Police Department Headquarter:

1826

2

Description	Qty	Net Price U	Total Mat.	Labor U	Total Hrs.
#8x 1 P/H SELF-TAP SCREW	42	9.20 C	3.86	3.50 C	1.47
#10x 1 P/H SELF-TAP SCREW	3	10.28 C	0.31	3.75 C	0.11
#8x 1/2 WAFER HEAD SELF-TAP STUD SCREW - 12G	2	2.45 C	0.05	3.00 C	0.06
#8x 1/2 WAFER HEAD SHEET MTL SCREW	8	4.50 C	0.36	1.88 C	0.15
1G BLANK-BOX MNT PLATE - 302 S/S	16	111.00 C	17.76	3.75 C	0.60
2G BLANK-BOX MNT PLATE - 302 S/S	7	253.00 C	17.71	5.63 C	0.39
DOOR HOLDER - 24V - F/A CONNECTION	1	0.00 E	0.00	1.75 E	1.75
F/A VERIFICATION - PER ANCILLARY POINT	1	0.00 E	0.00	0.13 E	0.13
CARD READER - WALL MNT - HARDWIRE	1	0.00 E	0.00	1.25 E	1.25
ELECTRIC DOOR STRIKE	1	0.00 E	0.00	0.94 E	0.94
DOOR CONTACT SURFACE MNT - HARDWIRE	1	0.00 E	0.00	0.63 E	0.63
2' x 4' DROP-IN T-BAR	-2	0.00 E	-0.00	0.75 E	-1.50
VANITY LIGHT STRIP 24"	2	208.00 E	416.00	0.50 E	1.00
3" DIAM CORE 4" THICK FLOOR	14	0.00 E	0.00	1.00 E	14.00
3M MPP PUTTY PAD 7"x7"	22	4.85 E	106.70	0.10 E	2.20
ACCESS CONTROL COMP. CBL	140	1.10 E	154.00	0.01 E	1.40
Totals	820		1,499.44		51.91

Summary

General Materials		1,499.44
JCI		397.00
Material Tax	(@ 7.500 %)	142.23
Total Material		2,038.67
JOURNEYMAN	(51.91 Hrs @ \$65.00)	3,374.15
Subtotal		5,412.82
Overhead	(@ 15.000 %)	811.92
Subtotal		6,224.74
DATA TECH		-4,362.00
Subtotal		1,862.74
Final Amount		\$1,862.74

CLIENT ACCEPTANCE

CCN #: EPD-001

Final Amount: \$1,862.74

Name: _____

Date: _____

Signature: _____

Change Order #: _____

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL



Data Technologies Inc.

Fargo: 705 Main Avenue Suite D • West Fargo, North Dakota 58078
 (701) 282-7847 • FAX (701) 282-7623
Bismarck: 3355 Saratoga Avenue #4 • Bismarck, North Dakota 58503
 Phone/Fax : (701) 223-2228

COMMERCIAL INSTALLATION, SALES AND SECURITY AGREEMENT AND PROMISSORY NOTE

Purchaser
Grotberg Electric
Address
1049 5th Avenue NE
City/State/Zip
West Fargo, ND 58078

Project
 Fargo PD – EPD 001

Contact
Jason

Phone
701-373-0663

Consultant
Mark Vernon

Scope:

Base Cabling Change

Data Technologies received change order request labeled EPD 001, dated March 15th, 2019. The overall descriptions for the break down to the following:

- Provide a credit for not installing a total of 262 Category 6 Augmented cables throughout various locations within the facility.
- Provide and install a total of 180 Category 6 Augmented cables to replace the above removed cable quantities.
 - Note – we have included a floor box location of 6 cables west of office 248 that wasn't included in the change order request documentation. This location was added with the approval of the electrical engineer.
- Remove additional existing cabling from within the facility that wasn't accounted for on the original bid plans.
 - Demo out the closet in the quartermaster's office that was not documented on the original bid plans.

Cable Tray

- Install wire basket cable tray within the first floor of the structure to route the 1st floor cabling and 2nd floor boxes to the telecommunications room.
 - Note – the change order request has the cable tray routing through a hard ceiling area. We have redesigned how this will be installed and will run through rooms that have drop ceiling.

	Cabling	Cable Tray	Total
Materials	(\$8,697.00)	\$2,313.00	(\$6,384.00)
Labor	(\$1,228.00)	\$3,250.00	\$2,022.00
Total	(\$9,925.00)	\$5,563.00	(\$4,362.00)

Electrical contractor responsible for all underground pvc/conduit runs, conduit, boxes, plywood, grounding bus bar, cable tray, fire rated penetrations.

TERMS: 30 days; 1.5% per month; 18% annual on past due balances. This quote is good for 30 days from date. Purchaser agrees to pay all collection costs if account balance is not paid in a timely manner. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to a standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. NOTE: Will not work or be responsible for any cost involving asbestos.

ABT Data Technologies, Inc.

Grotberg Electric

By: Mark Vernon

By: _____

Date: March 22, 2019

Date: _____



2821 FIECHTNER DR S
FARGO, ND 58103
(701) 237 6712
FAX: (701) 280 2955

Johnson Controls Quotation

TO:
Grotberg Electric Company
1109 W Main St
PO Box 426
VALLEY CITY, ND 58072-3639

Project: Fargo Police Dept Revisions
Customer Reference:
Johnson Controls Reference: 385439798
Proposal #: P39112-000277
Date: 03/20/2019
Page 1 of 4

Attn: Wyatt
Phone: (701) 845-3010 EXT(____) Fax:

Johnson Controls is pleased to offer for your consideration this quotation for the above project.

QUANTITY	MODEL NUMBER	DESCRIPTION
	New System	
1	920PTNNEK00000	RDR, RP40, MULTICLASS, SE REV
1	DH24120FPC	DR HLDR,SEMI-FLUSH,CHRM
1	DHE2APC	2 INADJ EXT ROD,DR HLDR,CHRM

Total net selling price, FOB shipping point, \$397.00

Comments

Proposal is to add a card reader and door holder to the existing system for access control and fire alarm.
Does not include installation.

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.
Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America

CHANGE NOTICE

Grotberg Electric Inc.
 1049 5th Ave. NE
 West Fargo, ND 58078

CCN # 2 INCH EMT
Date: 3/12/2019
Project Name: Fargo Police Department Headquarter
Project Number: 1826
Page Number: 1

Client Address:

City of Fargo
 105 25th St N
 Fargo, ND 58102

Itemized Breakdown

Description	Qty	Net Price U	Total Mat.	Labor U	Total Hrs.
2" CONDUIT - EMT	50	545.19 C	272.60	8.50 C	4.25
2" ELBOW 90 DEG - EMT	2	1,221.00 C	24.42	56.25 C	1.13
2" COUPLING SS STL - EMT	10	1,517.43 C	151.74	11.88 C	1.19
2" INSULATING BUSHING - EMT	1	303.64 C	3.04	14.50 C	0.14
2" SPRING STL CONDUIT CLAMP W/ BOLT	6	107.76 C	6.47	12.63 C	0.76
Totals	69		458.26		7.47

Summary

General Materials		458.26
Material Tax (@ 7.500 %)		34.37
Total Material		492.63
JOURNEYMAN (7.47 Hrs @ \$65.00)		485.55
Subtotal		978.18
Overhead (@ 15.000 %)		146.73
Subtotal		1,124.91
Final Amount		\$1,124.91

CLIENT ACCEPTANCE

CCN #: 2 INCH EMT	_____
Final Amount: \$1,124.91	_____
Name:	_____
Date:	_____
Signature:	_____
Change Order #:	_____

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

Project No: 1826
Project: Fargo Police Department HQ

Directive No: EPD 002
Date of Issuance: April 18, 2019
Initiated By: Architect

To Contractor:
 Grotberg Electric, Inc.
 1109 West Main Street
 Valley City, ND 58072

Other Contractor(s):

Copy:
 Architect
 Construction Mgr.
 Consultant
 Owner

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within **seven** days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Directive Action:

- A. Proceed with work described below and provide cost breakdown as follows (Change Directive):
- | Basis | Amount | Estimate / Fixed / Maximum |
|--|--------|----------------------------|
| <input type="checkbox"/> Cost Plus Mark-Up | \$ | |
| <input type="checkbox"/> Lump Sum | \$ | |
| <input type="checkbox"/> Unit Price | \$ | per |
- B. Provide itemized cost breakdown only (Proposal Request).
- C. Supplemental Instruction – No cost change.

Directive Description:


1. Provide cost change to revise Electrical Work per attached PR E-02 from MBN Engineering. \$ 8,200.39

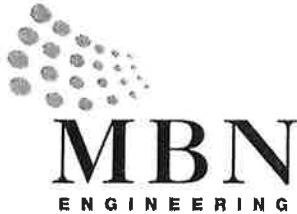
ADD/ DEDUCT \$ 8,200.39
ADD/ DEDUCT 0 Days

Attachments: PR E-02, R3.0/E400, R3.0/E401

Signatures:

Architect	Contractor	Owner (Action A only)
Shultz + Associates Architects 612 1/2 Main Avenue Fargo, ND 58103	Grotberg Electric, Inc. 1109 West Main Street Valley City, ND 58072	City of Fargo Fargo Police Department 225 4 th Street North Fargo, ND 58102

	4/18/19				
By:	Date	By:	Date	By:	Date



April 8th, 2019

Jared Jensen
Shultz + Associates Architects
Fargo, ND

Subject: Fargo Police Department Remodel
Communications & Office Furniture Coordination
Fargo, ND

Jared,

Please see the following request for proposal to reflect the changes required for conference room communications and office furniture coordination for the Fargo Police Department Remodel project. Please forward to the electrical contractor for proposal:

1. Provide additional data cabling for conference rooms as indicated on enclosed sheet R3.0E401 and R3.0E400:
 - a. Omit cabling to floorbox in Office 222 and instead provide (2) cables to the existing conference table in Conference 220.
 - b. Add a new Cat6a cable from the server room to the existing conference room table in Conference 251. Network switch and patch cabling for conference table jacks by Owner.
 - c. Existing wall jack shown in Conference 251 should be located in AV closet. Provide new Cat6a cabling between the server room and existing AV rack in Conference 251.
 - d. Provide (2) new Cat6a cables to existing conference table in Conference 134.
 - e. Provide (2) 2-port wall jacks in Conference 134.
2. Revise data locations in Chief's Office 200 as follows:
 - a. Add (2) Cat6a cables to existing floorbox at worktable on north side of the office.
 - b. Revise locations of wall jacks as indicated on enclosed R3.0E401.
3. Eliminate Data Cabling to the floorbox in Office 233.
4. Revise cabling to 2nd floor furniture walls as indicated on sheet R3.0E401 to match new furniture layout:
 - a. Utilize existing in floor duct for new cabling to cubicle furniture in Open Office 215 as originally shown. Provide (6) cables to each floorbox location in lieu of (8).
 - b. Remove new data cabling originally called for in the remaining floor boxes in this area (24 cables). These boxes will be unused with the new furniture arrangement.

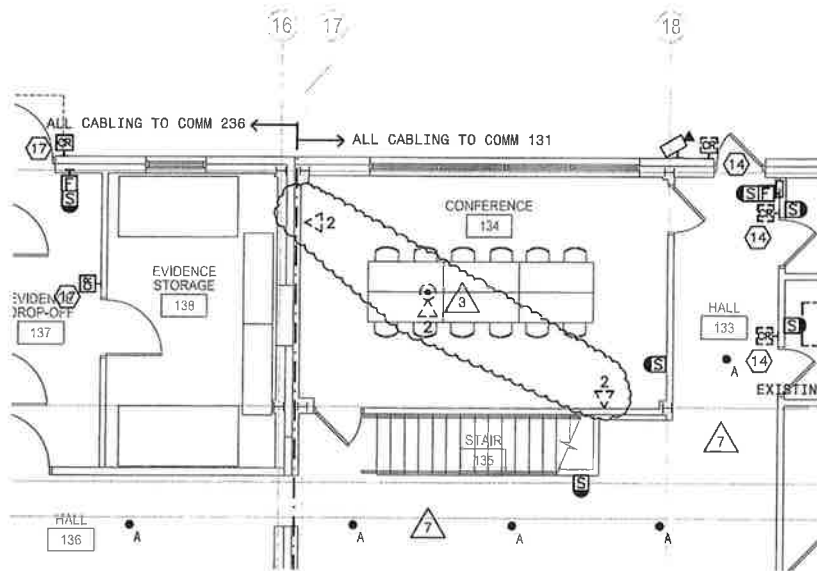
- c. Add (2) 4" square junction boxes in the wall adjacent to the floor to ceiling furniture walls for data cabling (10 cables total) to offices 209 and 212.
5. Revise power to 2nd floor furniture walls as follows:
 - a. Add junction box with (1) 120V circuit from nearest panel to wall adjacent to floor to ceiling furniture walls for power to offices 209 and 212. Provide whips from the wall in lieu of from floor boxes as originally specified.
 - b. Reconnect existing whips to all cubicle furniture and remove whips and service fittings from abandoned floor box locations.

Please contact me with any questions.

Sincerely,

A handwritten signature in cursive script that reads "Lindi Braun".

Lindi Braun



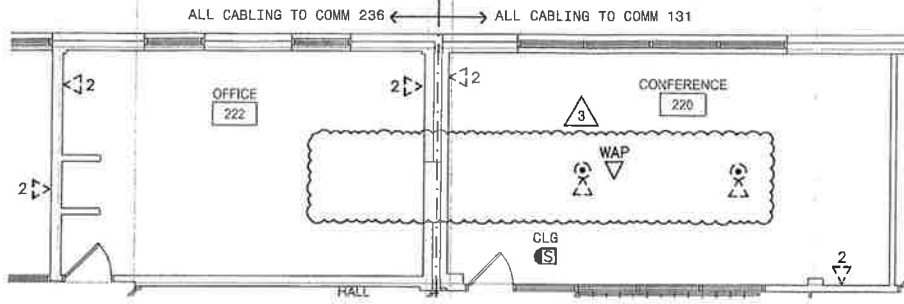
① CONFERENCE ROOM 134 DATA

③ REVISION 3 - UPDATED FURNITURE LAYOUT

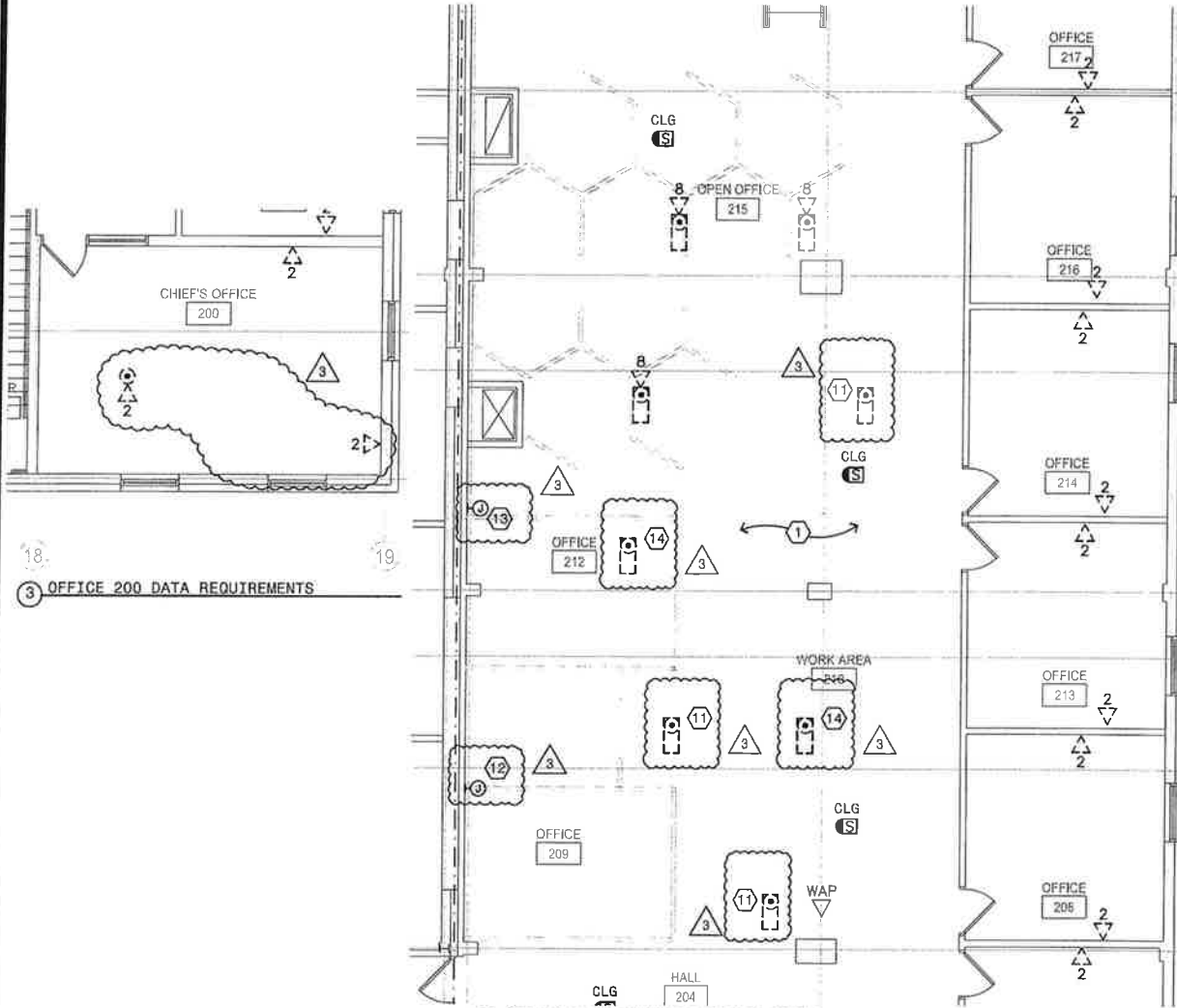


FARGO POLICE DEPARTMENT
HEADQUARTERS
ESI-E1 SECOND FLOOR SOUTH ADDITION FURNITURE LAYOUT
FARGO, NORTH DAKOTA

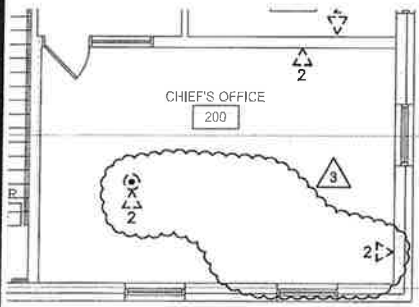
MBN JOB #: 18-190
REVISION DATE: 4-8-19
R3.0
E400



1 CONFERENCE ROOM DATA

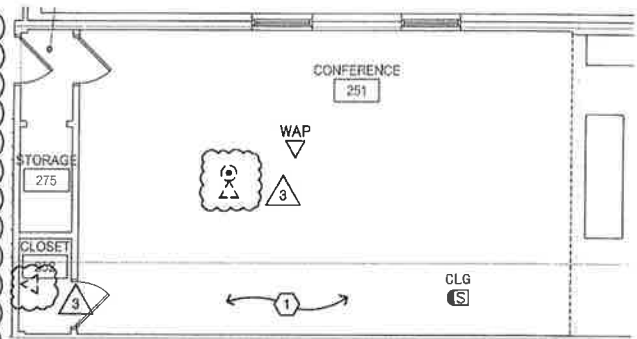


2 OPEN OFFICE COMMUNICATIONS LAYOUT



3 OFFICE 200 DATA REQUIREMENTS

- 11 REMOVE EXISTING DATA CABLING ONLY, NO NEW CAT6A CABLES IN THIS LOCATION. REMOVE EXISTING SERVICE FITTINGS AND COVER OPENINGS. CAPS FROM FLOORBOXES REMOVED ELSEWHERE ON THIS PROJECT MAY BE REUSED TO COVER UNUSED OPENINGS.
- 12 PROVIDE 4" SQUARE JUNCTION BOX WITH (2) 1" C. AND (4) CAT6A CABLES FOR DATA CABLING TO FURNITURE WALL. COORDINATE EXACT FURNITURE FEED LOCATION WITH FURNITURE LAYOUT.
- 13 PROVIDE 4" SQUARE JUNCTION BOX WITH (2) 1" C. AND (6) CAT6A CABLES FOR DATA CABLING TO FURNITURE WALL AND ADJACENT COPIER. COORDINATE EXACT FURNITURE FEED LOCATION WITH FURNITURE LAYOUT.
- 14 REMOVE EXISTING CABLING AND SERVICE FITTINGS AND COVER EXISTING FLOORBOX OPENINGS.
- 15 PROVIDE A NEW CAT6A DATA CABLE TO EXISTING CONFERENCE TABLE, NETWORK SWITCH LOCATED IN TABLE BASE AND PATCH CABLES BY OWNER.



4 CONFERENCE 251 COMMUNICATIONS

3 REVISION 3 - UPDATED FURNITURE LAYOUT

CHANGE NOTICE

Grotberg Electric Inc.

1049 5th Ave. NE
West Fargo, ND 58078

CCN #

Date:

Project Name:

Project Number:

Page Number:

PR-E2

4/25/2019

Fargo Police Department Headquarter:

1826

1

Client Address:

City of Fargo

105 25th St N
Fargo, ND 58102

Itemized Breakdown

Description	Qty	Net Price U	Total Mat.	Labor U	Total Hrs.
1/2" CONDUIT - EMT	20	89.70 C	17.94	3.48 C	0.70
3/4" CONDUIT - EMT	40	140.48 C	56.19	4.00 C	1.60
1/2" CONN SS STL - EMT	6	125.79 C	7.55	10.00 C	0.60
3/4" CONN SS STL - EMT	0	217.80 C	0.00	0.00 C	0.00
1/2" COUPLING SS STL - EMT	1	161.67 C	1.62	4.00 C	0.04
3/4" COUPLING SS STL - EMT	4	255.96 C	10.24	5.00 C	0.20
1/2" 1-H STRAP - EMT - STEEL	3	29.68 C	0.89	6.13 C	0.18
3/4" 1-H STRAP - EMT - STEEL	6	47.26 C	2.84	6.75 C	0.41
1/2 OR 3/4" SNAP CLOSE CLIP - SIDE MNT TO MTL STL	0	137.00 C	0.00	0.00 C	0.00
1/2 OR 3/4" SNAP CLOSE CLIP ON ANGLE BRKT	2	103.29 C	2.07	10.25 C	0.20
#12 THHN BLACK	-55	315.12 M	-17.33	6.44 M	-0.35
#10 THHN BLACK	545	486.90 M	265.36	7.06 M	3.85
#12 THHN GREEN	17	315.12 M	5.36	6.44 M	0.11
#12/2C SOLID CABLE MC - STL ARMOR	45	1,025.00 M	46.13	21.75 M	0.98
3/8" CONN SADDLEGRIP DC FOR FLEX / AC-90 / MC	10	92.77 C	9.28	7.50 C	0.75
WIRE CONN RED	32	18.80 C	6.02	7.50 C	2.40
4x 1 1/2" SQ BOX COMB KO	2	1,031.42 C	20.63	28.75 C	0.57
4x 2 1/8" SQ BOX COMB KO W/ FLUSH FLAT BRKT	0	2,154.69 C	0.00	0.00 C	0.00
4" SQ 1G PLSTR RING 3/4" RISE	0	720.68 C	0.00	0.00 C	0.00
4" SQ BLANK COVER	2	383.55 C	7.67	3.13 C	0.06
4 11/16x 2 1/8" SQ BOX COMB KO	1	1,981.27 C	19.81	31.25 C	0.31
4 11/16" SQ BLANK COVER	1	715.22 C	7.15	3.13 C	0.03
GROUND SCREW W/ INSUL #12 LEAD	1	353.56 C	3.54	3.75 C	0.04
U/F DUCT CARPET CVR - LRG	7	22.12 E	154.84	0.94 E	6.58
U/F DUCT PLATE - 1 GANG	23	33.59 E	772.57	0.24 E	5.52
#8 TO #10x 7/8 PLAS ANCHOR (3/16)	15	7.20 C	1.08	7.50 C	1.13
#10x 1 P/H SELF-TAP SCREW	15	10.28 C	1.54	3.75 C	0.56
#8x 1/2 WAFER HEAD SHEET MTL SCREW	1	4.50 C	0.04	1.88 C	0.02
1G DUPLEX REC PLATE - PLASTIC IVY	1	54.75 C	0.55	3.38 C	0.03
20A 125V DUP REC - IVY (SG)	1	2,090.00 C	20.90	25.00 C	0.25
20A 1P BREAKER BOLT-ON	1	167.17 E	167.17	0.19 E	0.19
30A 1P BREAKER BOLT-ON	2	172.12 E	344.24	0.19 E	0.38
2' x 2' DROP-IN T-BAR	5	0.00 E	0.00	0.69 E	3.45
DEMO FIXTURE 2' x 2' RCSD	5	0.00 E	0.00	0.31 E	1.55
DEMO FURNITURE FEED	7	0.00 E	0.00	0.29 E	2.03

ORIGINAL

CHANGE NOTICE

Grotberg Electric Inc.

1049 5th Ave. NE
West Fargo, ND 58078

Client Address:

City of Fargo
105 25th St N
Fargo, ND 58102

CCN #

Date:

Project Name:

Project Number:

Page Number:

PR-E2

4/25/2019

Fargo Police Department Headquater:

1826

2

Description	Qty	Net Price U	Total Mat.	Labor U	Total Hrs.
CONNECT FURNITURE FEEDS	14	0.00 E	0.00	1.25 E	17.50
Totals	780		1,935.86		51.87

Summary

General Materials					1,935.86
Material Tax	(@ 7.500 %)				145.19
Total Material					2,081.05
JOURNEYMAN	(51.87 Hrs @ \$65.00)				3,371.55
Subtotal					5,452.60
Overhead	(@ 15.000 %)				817.89
Subtotal					6,270.49
DATA	(\$1,838.00 + 0.000 % + 0.000 % + 5.000 %)				1,929.90
Subtotal					8,200.39
Final Amount					\$8,200.39

CLIENT ACCEPTANCE

CCN #: PR-E2

Final Amount:\$8,200.39

Name: _____

Date: _____

Signature: _____

Change Order #: _____

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL



Data Technologies Inc.

Fargo: 705 Main Avenue Suite D • West Fargo, North Dakota 58078
 (701) 282-7847 • FAX (701) 282-7623
 Bismarck: 3355 Saratoga Avenue #4 • Bismarck, North Dakota 58503
 Phone/Fax : (701) 223-2228

COMMERCIAL INSTALLATION, SALES AND SECURITY AGREEMENT AND PROMISSORY NOTE

Purchaser
Grotberg Electric
Address
1049 5th Avenue NE
City/State/Zip
West Fargo, ND 58078

Project
 Fargo PD – PR-E2

Contact
Jason

Phone
701-373-0663

Consultant
Mark Vernon

Scope:

Base Cabling Change

Data Technologies received change order request labeled PR-E2. The following changes are to be made to the project.

- Omit floorbox in Office 222 and instead provide two (2) cables, one to each floorbox to the existing conference table in Conference 220.
- Add a new Cat 6A cable from the server room to the existing conference room table in Boardroom 241.
- Eliminate wall jack sown in Boardroom 241. Instead provide two (2) new Cat 6A cables between the server room and existing AV rack in this room.
- Recable four (4) existing wall jacks with 2 port connections in Conference 134.
- Add two (2) Cat 6A cables to existing floorbox at worktable on north side of Office 200.
- Revise location sof wall jacks as indicated in Office 200.
- Eliminate data cabling to floorbox in office 233.
- Rework the floor box locations in the open office areas of 210, 215 as depicted on the provided plans.
 - Completely remove cabling from 5 of the floor boxes.
 - Rework three of the floor boxes cabling to two locations of 6 cables each, and one of 8 cables to feed into the furniture through wall locations, feed into cubical furniture.
- Add 6 cables to wall outlet in 212 and feed into cubical furniture.
- Add 4 cables to wall outlet in 209 and feed into cubical furniture.
- Recable six (6) existing workstations in Office 238. Note – there was one location accounted for on the original bid, so for the purposes of this change order we'll only be adding five (5) locations. Per Lindi @MBN 4/19/2019.

NOTE – Category 6 Augmented cable has a 16 Week lead time from the manufacturer

	Cabling
Materials	1,254.00
Labor	584.00
Total	\$1,838.00

Electrical contractor responsible for all underground pvc/conduit runs, conduit, boxes, plywood, grounding bus bar, cable tray, fire rated penetrations.

TERMS: 30 days; 1.5% per month; 18% annual on past due balances. This quote is good for 30 days from date. Purchaser agrees to pay all collection costs if account balance is not paid in a timely manner. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to a standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. NOTE: Will not work or be responsible for any cost involving asbestos.

ABT Data Technologies, Inc.

Grotberg Electric

By: Mark Vernon

By: _____

Date: April 19, 2019

Date: _____

Project No: 1826
Project: Fargo Police Department HQ

Directive No: EPD 003
Date of Issuance: April 18, 2019
Initiated By: Architect

To Contractor:

Grotberg Electric, Inc.
 1109 West Main Street
 Valley City, ND 58072

Other Contractor(s):

Copy:

Architect
 Construction Mgr.
 Consultant
 Owner

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within **seven** days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Directive Action:

- A. Proceed with work described below and provide cost breakdown as follows (Change Directive):
- | Basis | Amount | Estimate / Fixed / Maximum |
|--|--------|----------------------------|
| <input type="checkbox"/> Cost Plus Mark-Up | \$ | |
| <input type="checkbox"/> Lump Sum | \$ | |
| <input type="checkbox"/> Unit Price | \$ | per |
- B. Provide itemized cost breakdown only (Proposal Request).
- C. Supplemental Instruction – No cost change.

Directive Description:

1. Fire alarm work per Johnson Controls Walkthrough dated 4/4/2019. \$

ADD/ DEDUCT \$ 3,322.19
ADD/ DEDUCT 0 Days

Attachments:

Signatures:

Architect	Contractor	Owner (Action A only)
Shultz + Associates Architects 612 ½ Main Avenue Fargo, ND 58103	Grotberg Electric, Inc. 1109 West Main Street Valley City, ND 58072	City of Fargo Fargo Police Department 225 4 th Street North Fargo, ND 58102

			
By: _____	By: _____	By: _____	By: _____
Date: 4/18/19	Date: _____	Date: _____	Date: _____

CHANGE NOTICE

Grotberg Electric Inc.
1049 5th Ave. NE
West Fargo, ND 58078

CCN # FA REVIEW
Date: 4/25/2019
Project Name: Fargo Police Department Headquater:
Project Number: 1826
Page Number: 1

Client Address:

City of Fargo
105 25th St N
Fargo, ND 58102

Itemized Breakdown

Description	Qty	Net Price U	Total Mat.	Labor U	Total Hrs.
3/4" CONDUIT - EMT	36	140.48 C	50.57	4.00 C	1.44
3/4" CONN SS STL - EMT	4	217.80 C	8.71	12.50 C	0.50
3/4" COUPLING SS STL - EMT	2	255.96 C	5.12	5.00 C	0.10
3/4" CONDUIT SUPPORT FOR ROD OR FLNG	5	38.41 C	1.92	6.38 C	0.32
1/2 OR 3/4" SNAP CLOSE CLIP - SIDE MNT TO MTL STL	4	137.00 C	5.48	9.00 C	0.36
3/4" FLEX - STEEL	18	142.50 C	25.65	4.88 C	0.88
3/4" CONN FLEX DC SQUEEZE STRAIGHT	6	204.19 C	12.25	12.50 C	0.75
#18- 1P F/A CABLE 105 DEG	24	103.00 M	2.47	6.75 M	0.16
#14- 1P F/A CABLE 105 DEG	80	250.00 M	20.00	7.50 M	0.60
WIRE CONN YEL	8	13.93 C	1.11	6.25 C	0.50
DEV BOX 3 1/2" DEEP COMB KO W/ EARS	-2	2,101.60 C	-42.03	27.50 C	-0.55
4x 1 1/2" SQ BOX COMB KO	3	1,031.42 C	30.94	28.75 C	0.86
4x 2 1/8" SQ BOX COMB KO W/ FLUSH FLAT BRKT	4	2,154.69 C	86.19	28.75 C	1.15
4" SQ BOX EXT RING 1/2" KO	4	1,412.98 C	56.52	8.75 C	0.35
4" SQ 1G PLSTR RING 3/4" RISE	3	720.68 C	21.62	3.13 C	0.09
#10x 1 P/H SELF-TAP SCREW	6	10.28 C	0.62	3.75 C	0.23
24" SPAN T-BAR HNGR FOR 1 1/2" SQ BOX	3	680.65 C	20.42	18.75 C	0.56
F/A PULL STATION 1-STAGE - ADDRESSABLE	-2	0.00 E	-0.00	0.50 E	-1.00
F/A DETECTOR - IONIZATION SMOKE - ADDRESSABLE	3	0.00 E	0.00	0.63 E	1.89
F/A DETECTOR BASE LOW PROFILE - ADDRESSABLE	3	0.00 E	0.00	0.50 E	1.50
F/A STROBE - WALL MNT	4	0.00 E	0.00	0.63 E	2.52
F/A VERIFICATION - PER INITIATING DEVICE	1	0.00 E	0.00	0.00 E	0.00
F/A VERIFICATION - PER SIGNALLING DEVICE	4	0.00 E	0.00	0.00 E	0.00
Totals	221		307.57		13.21

Summary

General Materials		307.57
FIRE ALARM		1,581.00
Material Tax	(@ 7.500 %)	141.64
Total Material		2,030.21
JOURNEYMAN	(13.21 Hrs @ \$65.00)	858.65
Subtotal		2,888.86

ORIGINAL

CHANGE NOTICE

Grotberg Electric Inc.

1049 5th Ave. NE
West Fargo, ND 58078

Client Address:

City of Fargo
105 25th St N
Fargo, ND 58102

CCN #

Date:

Project Name:

Project Number:

Page Number:

FA REVIEW

4/25/2019

Fargo Police Department Headquarter

1826

2

Summary (Cont'd)

Overhead	(@ 15.000 %)	433.33
Subtotal		3,322.19
Final Amount		\$3,322.19

CLIENT ACCEPTANCE

CCN #:	FA REVIEW
Final Amount:	\$3,322.19
Name:	_____
Date:	_____
Signature:	_____
Change Order #:	_____
<small>I hereby accept this quotation and authorize the contractor to complete the above described work.</small>	

ORIGINAL



2821 FIECHTNER DR S
 FARGO, ND 58103
 (701) 237 6712
 FAX: (701) 280 2955

Johnson Controls Quotation

TO:

Project: FD Review Changes
 Customer Reference:
 Johnson Controls Reference: 385439809
 Date: 04/25/2019
 Page 1 of 4

Johnson Controls is pleased to offer for your consideration this quotation for the above project.

QUANTITY	MODEL NUMBER	DESCRIPTION
		FD Review Changes
		FD Review Changes
5	4098-9792	SENSOR BASE
3	4098-9714	PHOTO SENSOR
1	49VO-WRF	VO Wall Red FIRE
3	4902-9716	SPEAKER RED TRUEALERT
	Professional Services - FD Review Changes	
	DSGN LAB	DESIGN LABOR
	PM LAB	PROJECT/CONSTRUCTION MGMT
	Technical Services - FD Review Changes	
	COMM LAB	Commissioning Labor

Total net selling price, FOB shipping point, \$1,581.00

Comments

Corrections based on FD review and site visit looking at elevator detection

- Add strobe only to bathroom 187
- Add speaker only and smoke detector to rooms 269, 270, and 271
- Remove two Pull station by stairs 258 and 273
- Relocate smoke detector in vestibule 100 to 1st flr elevator lobby

Changes base on FD review and emails on 29 March 2019. Walk though conducted 27 March 2019 saw need to replace detectors required for elevator capture and shunt trip. Wire and installation by others. When accepted drawings to be updated and resubmitted to Fargo FD. We are able to credit Back \$201 when 2 pull station are returned.

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.
 Fire, Security, Communications, Sales & Service
 Offices & Representatives in Principal Cities throughout North America



TERMS AND CONDITIONS (Rev. 4/18)

1. **Payment.** Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer's failure to make payment when due is a material breach of this Agreement. If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

2. **Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation.

3. **Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. **Limitation of Liability; Limitations of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and

waives all right of recovery against Company arising by way of subrogation. Company makes no warranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

6. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. **General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement

date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

8. **Customer Responsibilities.** Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement,
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

9. **Excavation.** In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

10. **Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails



to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

11. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

12. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

13. OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

14. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

15. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

16. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location,

type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

17. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

18. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

19. Backcharges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

20. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

21. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes,

video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after ours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

23. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

24. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

25. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at



Customer's premises or unavailability of parts.

26. **Default.** An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/2% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid. 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

27. **Exclusions.** Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency

Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

28. **No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

29. **Force Majeure; Delays.** Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

30. **One-Year Limitation on Actions; Choice of Law.** It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

31. **Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

32. **Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. **Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. **Legal Fees.** Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. **License Information (Security System Customers):** AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.jci.com or contact your local Johnson Controls office.

IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES. This proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.

<p>Offered By: Johnson Controls Fire Protection LP License#:</p> <p>2821 FIECHTNER DR S FARGO, ND 58103</p> <p>Telephone: (701) 237 6712</p> <p>Representative: _____</p>	<p>Accepted By: (Customer)</p> <p>Company: _____</p> <p>Address: _____</p> <p>Signature: _____</p> <p>Title: _____</p> <p>P.O.#: _____ Date: _____</p>
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Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



PUBLIC WORKS/OPERATIONS

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Fleet Management, Forestry,
Streets & Sewers, Watermeters,
Watermains & Hydrants
402 23rd STREET NORTH
FARGO, NORTH DAKOTA 58102
PHONE: (701) 241-1453
FAX: (701) 241-8100

May 28, 2019

The Honorable Board of City Commissioners
City of Fargo
225 North Fourth Street
Fargo, ND 58102

RE: Purchase of New Truck Chassis

Commissioners:

Central Garage/Fleet Services is in the process of replacing various trucks within the Streets, Forestry and Solid Waste Divisions. A study was conducted and the results determined the best pricing will be to utilize the North Dakota State Procurement Office.

At this time, I am requesting commission authorization to finalize the purchase of one or more truck chassis from the North Dakota State Procurement Equipment Contract. Funding for this project is included in the 2019 Vehicle Replacement budget.

SUGGESTED MOTION:

Approve the authorization to purchase one or more truck chassis from the North Dakota State Procurement Equipment Contract #TC 378 for the base price of \$104,300.00.

Respectfully Submitted,

Tanner Smedshammer
Fleet Management Specialist





North Dakota State Procurement Office

Office of Management & Budget, Central Services Division

14th Floor Capitol Tower, 600 East Boulevard Ave Dept 012

Bismarck, ND 58505-0310

Telephone: (701) 328-2683 Fax: (701) 328-1615

Contract Information

Term Contract Name:	Model Trucks-Current Year
Term Contract Number:	378
Contract Administrator:	Jamie Bostyan
Phone Number:	701-328-4912

Contractor Information

Contractor Name:	Nelson International 1716 Revere Drive PO Box 550 Bismarck, ND 58501
Service Representative:	Barry Wegner
Toll Free Telephone Number:	800-666-7604
Telephone Number:	701-223-7676
Fax Number:	701-224-9192
Email Address:	barrywegner@nelsonleasing.com

Cooperative Purchasing. This contract is a cooperative purchasing contract which is made available to other government entities under N.D.C.C. 54-44.4-13. "Government entities" includes counties, cities, townships, institutions under the jurisdiction of the State Board of Higher Education, public primary and secondary educational entities, governmental boards and commissions, and nonprofit entities established on behalf of public entities (such as the ND Association of Counties and ND League of Cities). This contract is an open-ended cooperative purchasing contract. "Open-ended" means that other government entities may participate in this contract, but participation by other governmental entities is not mandated or guaranteed.

Successful bidders must furnish the following at the time of delivery of the vehicles:

- a. Certificate of origin.
- b. Warranty, warranty book, and identification plate (if used).
- c. Key numbers all vehicles.

Additional Vehicle Specifications:

- a. Accessories, equipment, and component parts shall be factory installed. Prior approval may be granted for those items not made or installed at the factory. Advertised standard equipment cannot be deleted without approval from the State.
- b. Options: Any additional options not listed in this contract and requested after award are to be billed at dealer Invoice plus 3% handling. All deleted Options will be deleted at dealer invoice. Contractor shall supply, upon request, an Option Invoice Pricing List.

PRICING Effective February 1, 2018					
Item #	Description	Vendor	Spec	Brand/Model	Price
1.	2019, Truck, Tandem Axle, 58,000 LB. G.V.W 80,000 LB. G.C.W.	Nelson International	19-SSP-22-2UBRW	International HV HD	\$104,300
2.	2019, Truck, Tandem Axle, 58,000 LB. G.V.W 80,000 LB. G.C.W.	Nelson International	19-SSP-22-2UBLW	International HV HD	\$104,300
3.	2019, Truck, Rear Wheel Drive, 39,000 LB. G.V.W. 60,000 LB. G.C.W. (Set Back Front Axle Not Acceptable)	Nelson International	19-SSP-21-1UB	International HV MD	\$74,450

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May 28, 2019

The Honorable Board of City Commissioners
City of Fargo
225 4th Street N.
Fargo, ND 58102

RE: Authorization to award the 2019/2020 Highway Deicing Salt contract to Northern Salt Incorporated

Commissioners:

Proposals were received and opened on Thursday, May 16, 2019, in response to a Request for Proposal (RFP) issued by Public Works for "Furnishing and Delivering Bulk Highway Deicing Salt". A total of three (3) sealed responses were received, all of which were reviewed and fully analyzed by a selection committee made up of four (4) members of the Public Works Department staff.

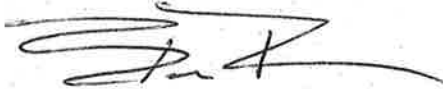
The three proposal received were evaluated on:

- Experience,
- Product Cost,
- Product Specifications.

Through the evaluation process, it was identified that all proposals met both the "Experience" and "Product Specifications" requirements of the RFP. Based on the attached RFP price tabulation the selection committee is making a recommendation to award the 2019/2020 Highway Deicing Salt contract to Northern Salt Incorporated at a price of \$102.00 per ton.

RECOMMENDED MOTION: I/we hereby move based on the request for proposal (RFP19077) to award the 2019/2020 Highway Deicing Salt contract to Northern Salt Incorporated at a price of \$102.00 per ton.

Respectfully submitted,



Ben Dow
Director of Operations
Fargo Public Works

Bulk Highway Deicing Salt RFP BID Tab
Fargo Public Works - May 16, 2019

Company	Option 1 Price (3000 ton)	Option 2 Price (2000 ton)	Total Option 1	Total Option 2	Total Cost (Op. 1&2)
Northern Salt Inc.	\$102.00	\$102.00	\$306,000.00	\$102,000.00	\$408,000.00
NSC Minerals	\$103.16	\$103.16	\$309,480.00	\$103,160.00	\$412,640.00
Compass Minerals America Inc.	\$108.37	\$108.37	\$325,110.00	\$108,370.00	\$433,480.00

REPORT OF ACTION

24

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-15-K1 Type: Change Order #7
Location: Rosewood Addition Date of Hearing: 5/28/2019

Routing Date
City Commission 6/3/2019
PWPEC File X
Project File Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, for Change Order #7 in the amount of \$27,297.62 for extra work.

Staff is recommending approval of Change Order #7 in the amount of \$27,297.62, bringing the total contract amount to \$3,780,298.11.

On a motion by Steve Sprague, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Change Order #7 to Industrial Builders, Inc.

RECOMMENDED MOTION

Approve Change Order #7 in the amount of \$27,297.62 to Industrial Builders, Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

Developer meets City policy for payment of delinquent specials Agreement for payment of specials required of developer 50% escrow deposit required Yes No N/A N/A N/A

COMMITTEE

Table with 4 columns: Present, Yes, No, Unanimous. Rows list committee members: Tim Mahoney, Mayor; Nicole Crutchfield, Director of Planning; Steve Dirksen, Fire Chief; Bruce Grubb, City Administrator; Ben Dow, Director of Operations; Steve Sprague, City Auditor; Brenda Derrig, City Engineer; Kent Costin, Finance Director.

ATTEST:

Brenda E. Derrig, P.E. City Engineer

C: Kristi Olson

Memorandum

To: PWPEC
From: Roger E Kluck, PE, CFM Civil Engineer II, Storm Water
Date: 5/23/2019
Re: Project FM-15-K1 Rosewood Area Flood Risk Management Project Change Order No. 7

Background:

Project FM-15-K1 bids were opened on May 30, 2018 and the project was awarded by the City Commission to Industrial Builders on June 4, 2018. Construction began on June 25, 2018. This is a two-year project due to requirements to meet Federal Wetland Standards. The project completion date is October 18, 2019.

The project continues construction of flood control on the north side of Rose Coulee across the Rosewood neighborhood. In reviewing existing utility plans and recent Corps of Engineer's directives, it was determined that two existing abandoned water mains lying under flood control levees needed to be plugged to meet the potential for FEMA certification of the levees. This requirement covers an XCEL gas line that was replaced as part of the project and will be filled this summer. During filling of the existing abandoned water line pipe, a branch abandoned fire hydrant lead was found and an obstruction in the old line that had to be removed to complete filling. The cost for this extra work is \$23,997.62. During construction of the project, damage occurred outside the easement line due to no fault of the Contractor that required restoration of the adjoining property yard and landscaping. The cost for the two sites as identified in the attached paperwork from the Engineer was \$3,300.00. The change order amount is \$27,297.62 and is being paid for with Sales Tax Funds-Flood Control-460.

The requested change order item has been reviewed and is reasonable.

Recommended Motion:

To approve the requested Change Order No. 7 for \$27,297.62.

REK/jmg

C: Brenda Derrig
Jody Bertrand



**CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT**

Project No FM-15-K1 **Change Order No** 7
Project Name Rosewood Area Flood Risk Management Project
Date Entered 5/23/2019 **For** Industrial Builders Inc

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

EXPLANATION OF CHANGE: Landscape restoration and fill abandoned fire hydrant lead

Rosewood project

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Miscellaneous	90	Plug Pipe 6" Dia	EA	0.00	0.00	0.00	1.00	1.00	23,997.62	23,997.62
	91	F&I Landscaping	LS	0.00	0.00	0.00	1.00	1.00	3,300.00	3,300.00
Miscellaneous Sub Total (\$)										27,297.62

Summary

Source Of Funding Sales Tax Funds - Flood Control - 460

Net Amount Change Order # 7 (\$) 27,297.62

Previous Change Orders (\$) 303,306.59

Original Contract Amount (\$) 3,449,693.90

Total Contract Amount (\$) 3,780,298.11

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
08/16/2019	10/18/2019	0.00	0.00	08/16/2019	10/18/2019

Description

APPROVED _____ **APPROVED DATE**



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

For Contractor *Industrial Builders, Inc*
Title *VP of Engineering*

Department Head *[Signature]*
Mayor *5/22/19*

Attest

27

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. UN-18-B1

Type: Time Extension (CO #2)

Location: 23 Ave S and 41 St S

Date of Hearing: 5/28/2019

<u>Routing</u>	<u>Date</u>
City Commission	<u>6/3/2019</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Leonard</u>

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, regarding a time extension due weather related delays.

Fox Underground has requested a 15-day time extension due to weather related delays that caused conditions to be unsuitable. Staff has reviewed the request and is recommending approval of the time extension as shown below:

Completion Dates	Original Contract	Previous Revisions	Revised this Memo
Substantial	5/15/2019	5/19/2019	6/3/2019
Final	6/14/2019	6/18/2019	6/18/2019

On a motion by Steve Sprague, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the Time Extension (CO #2) as described above.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Time Extension (Chang Order #2).

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

Developer meets City policy for payment of delinquent specials
 Agreement for payment of specials required of developer
 Letter of Credit required (per policy approved 5-28-13)

<u>Yes</u>	<u>No</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>

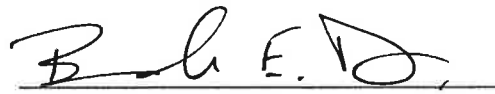
COMMITTEE

- Tim Mahoney, Mayor
- Nicole Crutchfield, Director of Planning
- Steve Dirksen, Fire Chief
- Bruce Grubb, City Administrator
- Ben Dow, Director of Operations
- Steve Sprague, City Auditor
- Brenda Derrig, City Engineer
- Kent Costin, Finance Director

Present	Yes	No	Unanimous
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


 Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Jason Leonard, Civil Engineer II
Date: May 22, 2019
Re: Improvement District No. UN-18-B1 – Change Order #2 & Time Extension

Background:

Improvement District No. UN-18-B1 is a new underground utilities and incidentals project located on 23rd Avenue South between 42nd Street South and 38th Street South, and on 41st Street South between 24th Avenue South and 22nd Avenue South. This project is to provide infrastructure to future development planned for the southwest quadrant of I-29 & I-94 interchange and to connect to existing infrastructure.

Fox Underground Inc. is the Contractor and is requesting that 15 calendar days be added to the Contract due to weather conditions out of their control. Engineering staff supports Fox Underground's request, which extends the Substantial Completion Date to 6/3/2019. No additional time will be added to the Final Completion Date.

Recommended Motion:

Approve Change Order #2 for the time extension to the Substantial Completion Date as shown below:

Completion Dates	Original Contract	Previous Revisions	Revised this Memo
Substantial	5/15/2019	5/19/2019	6/3/2019
Final	6/14/2019	6/18/2019	6/18/2019

JTL/klb

Attachment



May 17, 2019

Jason Leonard
City of Fargo
225 4th Street North
Fargo, ND 58102

RE: Request for Time Extension

We are requesting additional time for the substantial completion of Improvement District # UN-18-B1 Sanitary Sewer, Water Main, Storm Sewer & Incidentals.

We worked diligently trying to work around the extended winter. On March 22, we had dozers moving snow so that we could get sun on the ground. On April 22 we spent the week on-site rolling dirt, pumping water, and were proactively trying to prep the job. April 29, we attempted to dig and found that the frost would not let us proceed while also providing a good and proper product to the City.

We took the next two weeks staying close by and prepping the job, turning dirt, and doing our best to help along the recovery effort. We were able to start digging again, frost free, on Monday, May 13, and have been aggressively trying to complete the project.

We feel that the frost was outside the of the control of our efforts and are kindly asking for a time extension of approx. 15 days. Weather permitting, we anticipate 4 days for laying pipe, 2 days of cleanup and testing, and .5 day of punchlist items in order to reach completion.

Sincerely,

Guy Fox
President,
Fox Underground, Inc.
PO Box 739
West Fargo, ND 58078

Improvement District No UN-18-B1 Change Order No 2
 Project Name Sanitary Sewer, Water Main, Storm Sewer & Incidentals
 Date Entered 5/22/2019 For Fox Underground

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

EXPLANATION OF CHANGE: Change Order # 2

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Summary										
Source Of Funding										
Net Amount Change Order # 2 (\$)										
Previous Change Orders (\$)										
Original Contract Amount (\$)										
Total Contract Amount (\$)										

9,522.64
 662,801.75
 672,324.39

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
05/19/2019		19.00	0.00	06/03/2019	

Description
 Fox Underground Inc. is the Contractor and is requesting that 15 calendar days be added to the contract due to weather conditions out of their control. Engineering staff supports Fox Underground's request which extends the substantial completion date to 6/3/2018. No additional time will be added to the final completion date.

15 Days Are being added to the contract from this request. 4 Days are added from a previously approved request.



APPROVED **APPROVED DATE**



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

For Contractor

Fox Underground

Title

Vice President

5-24-19

Department Head

Mayor

5/28/19

Attest

Jennifer Graphenteen

From: Thomas Knakmuhs
Sent: Friday, May 24, 2019 9:50 AM
To: Jennifer Graphenteen
Cc: Jason Satterlund
Subject: RE: PWPEC agenda

Jen,

Please pull Item D on the Consent Agenda (UN-18-C1 – Time Extension CO #1). Otherwise, it looks good.

Tom Knakmuhs, PE
Assistant City Engineer
City of Fargo
tknakmuhs@fargond.gov

From: Jennifer Graphenteen <JGraphenteen@FargoND.gov>
Sent: Friday, May 24, 2019 8:40 AM
To: Thomas Knakmuhs <TKnakmuhs@FargoND.gov>
Subject: PWPEC agenda

I should have sent this to Brenda for her review yesterday but forgot that she was going to be gone today. Please let me know if things look ok.

Thanks,
Jen



Jen Graphenteen
Principal Office Associate
City of Fargo
Engineering Department
225 4th Street North
Fargo, ND 58102
Direct Phone: 701.241.8102
Office Phone: 701.241.1545
Fax: 701.241.8101
JGraphenteen@FargoND.gov



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

28

Improvement District No. PN-18-B1 Type: Utility Relocation
Location: 23 Ave S, 42 to 38 St & 41 St, 23 to 24 Ave S Date of Hearing: 5/28/2019

Routing Date
City Commission 6/3/2019
PWPEC File X
Project File Jeremy Engquist

The committee reviewed a communication from Project Manager, Jeremy Engquist, regarding utility relocations for Improvement District PN-18-B1.

The estimates for the utility relocations are as follows:

- Cass County Electric - \$25,304.00
- Covers cost to relocate a large electrical switch box located in southwest corner of 23rd Avenue and 42nd Street intersection.
CenturyLink - \$10,993.18
- Covers cost to relocate a hand hole box located in southwest corner of 23rd Avenue and 42nd Street intersection.

Staff is seeking approval to pay CCEC \$25,304 and CenturyLink \$10,993.18 based on preliminary estimates for the utility relocations.

On a motion by Ben Dow, seconded by Steve Sprague, the Committee voted to approve payments to CCEC & CenturyLink for utility relocations.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the payments of \$25,304 to CCEC and \$10,993.18 to CenturyLink for work associated with the utility relocations.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Infrastructure Funds (401)

Developer meets City policy for payment of delinquent specials
Agreement for payment of specials required of developer
Letter of Credit required (per policy approved 5-28-13)

Yes No
N/A
N/A
N/A

COMMITTEE

Tim Mahoney, Mayor
Nicole Crutchfield, Director of Planning
Steve Dirksen, Fire Chief
Bruce Grubb, City Administrator
Ben Dow, Director of Operations
Steve Sprague, City Auditor
Brenda Derrig, City Engineer
Kent Costin, Finance Director

Table with 4 columns: Present, Yes, No, Unanimous. Rows for each committee member with checkboxes.

ATTEST:

C: Kristi Olson

Brenda E. Derrig, PE
City Engineer

Memorandum

To: Members of PWPEC
From: Jeremy Engquist, Project Manager
Date: May 22, 2019
Re: Improvement District No. PN-18-B1 – Private Utility Relocation

Background:

Improvement District No. PN-18-B1 is for new construction of paving and incidentals on 23rd Avenue South from 42nd Street to 38th Street and on 41st Street South from 100' north of 23rd Avenue to 24th Avenue. As part of this project, we will be reconstructing and widening the intersection of 23rd Avenue and 42nd Street South to provide for the new proposed 4-lane pavement section being installed east of 42nd Street South. This intersection widening work will require the relocation of private utilities contained in the existing 10-foot utility easement located at southwest corner of intersection.

The following cost estimates are from Cass County Electric Cooperative and CenturyLink Communications:

- Cass County Electric - \$25,304.00
 - Covers cost to relocate a large electrical switch box located in southwest corner of 23rd Avenue and 42nd Street intersection.
- CenturyLink - \$10,993.18
 - Covers cost to relocate a hand hole box located in southwest corner of 23rd Avenue and 42nd Street intersection.

The total cost for utility relocations to date is \$36,297.18. Attached for your review are both proposals and I have attached a drawing showing the utilities to be relocated for your reference.

We are currently working with relocation of other private utilities including NuStar Energy, which has a high pressure petroleum pipeline running east and west in the north boulevard of 23rd Avenue South and is located in their own 50-foot easement. NuStar Energy has requested that we change the new proposed sidewalk alignment in a few locations in order to minimize conflicts with the pipeline, which we are currently updating. However, we will still need to relocate a portion of the pipeline crossing 41st Street due to conflicts. We hope to receive a cost estimate for the pipeline relocation from NuStar Energy for you to review in the near future. With communications we have had with other conflicting private utilities we anticipate that it should be minimal costs to relocate their utilities if needed.

Funding for this utility relocation will be from the General Infrastructure Funds (TIF – 401).

Recommended Motion:

Approve estimated payments of \$25,304.00 to Cass County Electric and \$10,993.18 to CenturyLink based on provided preliminary estimates for the relocation of above-mentioned utilities.

JJE/klb
Attachments (3)

C: Tom Knakmuhs, Assistant City Engineer



4100 32nd Avenue SW
 Fargo ND 58104

Aid To Construction Estimate

DATE: 5/22/2019

Prepared By:
 Will Kronberg
 Work # 701-356-4419
 Work Order#:
 Service Order # 72500
 Serv Map Loc: 070-273

TO:
 City of Fargo

Jenquist@fargond.gov

JOB DESCRIPTION

Estimate for relocation of Cass County Electric Cooperative distribution equipment. This includes charges related to relocating 3-phase primary electrical cable, switch, transformer, and services. **This estimate does not include landscaping in the project area.

ITEMIZED ESTIMATE: TIME AND MATERIALS		Qty	Cost	ATC Allowance	ATC Req'd
Material, Labor & Contractor Charges		1	\$25,304.00	\$0.00	\$ 25,304.00
Total Estimated Aid to Construction Cost					\$ 25,304.00
Maximum contingency allowance above estimate (%)					10%

Terms and Conditions: This is a good-faith estimate, valid for 30 days, and pending the successful acquisition of all necessary easements and permits to complete the work. It's possible the scope of the job as outlined above could change slightly due to unforeseen weather, soil, or other issues that might arise, which would result in additional charges, not to exceed the maximum contingency allowance percentage. Lead times for materials may be up to 12 weeks or more, and materials will not be ordered until the estimate is accepted. Payment is due as follows: 50% of member's share of the total cost will be paid prior to construction; final payment balance will be due within 30 days of receipt of invoice.

By signing below, I hereby accept and agree to the terms and conditions of this estimate. I agree to pay the estimated aid to construction as detailed above, and authorize Cass County Electric to proceed with the work proposed.

 ACCEPTED BY

 DATE



Contract No No

Job Authorization No: BN9NDA04

CTL Affiliate: Qwest Corporation

Special Construction Proposal

Date: <u>05/03/19</u>	
Billing Address:	Work Location:
Customer: <u>City of Fargo</u>	<u>23rd Ave S and 42nd St S</u>
Attention: <u>Jeremy Engquist</u>	County <u>CASS</u>
<u>225 4th St.N</u>	<u>FARGO, ND</u>
<u>Fargo, ND 58102</u>	

This Special Construction Proposal ("Proposal") is governed by the terms and conditions set forth herein as well as any applicable state or federal tariffs and/or rates and services schedules on file with the applicable regulatory authorities. Description and/or specifications of work, along with the bill amount, of work to be performed by an operating affiliate of CenturyLink, Inc. ("CenturyLink") under this Proposal ("Work") is as follows:

Customer is requesting that CenturyLink move a 12/48 cabinet and Hand Hole for sidewalk and new curb line. Hand Hole will be moved 7 feet to the south. 12/48 cabinet will be moved 5 feet to the west and 7 feet south.

Advance Payment (required before work begins): \$10,993.18

Total Charges: Ten Thousand Nine Hundred Ninety-Three Dollars and 18/100

This Proposal may be withdrawn by CenturyLink if not accepted by the Customer within 30 days. Upon execution by both parties, this Proposal and the terms and conditions of any applicable tariffs and/or rates and services schedules on file with the applicable regulatory authorities shall constitute a binding agreement upon the parties. In no event will the terms and conditions of another document, including but not limited to a purchase order, be construed to in any way govern the Work or otherwise bind the parties to this Proposal. The parties acknowledge and agree that the terms and conditions set forth in this Proposal and the applicable tariffs and/or applicable rates and services schedules shall be the only controlling terms and conditions binding the parties for the Work and that commencement of Work by CenturyLink is conditioned upon agreement in writing to these terms.

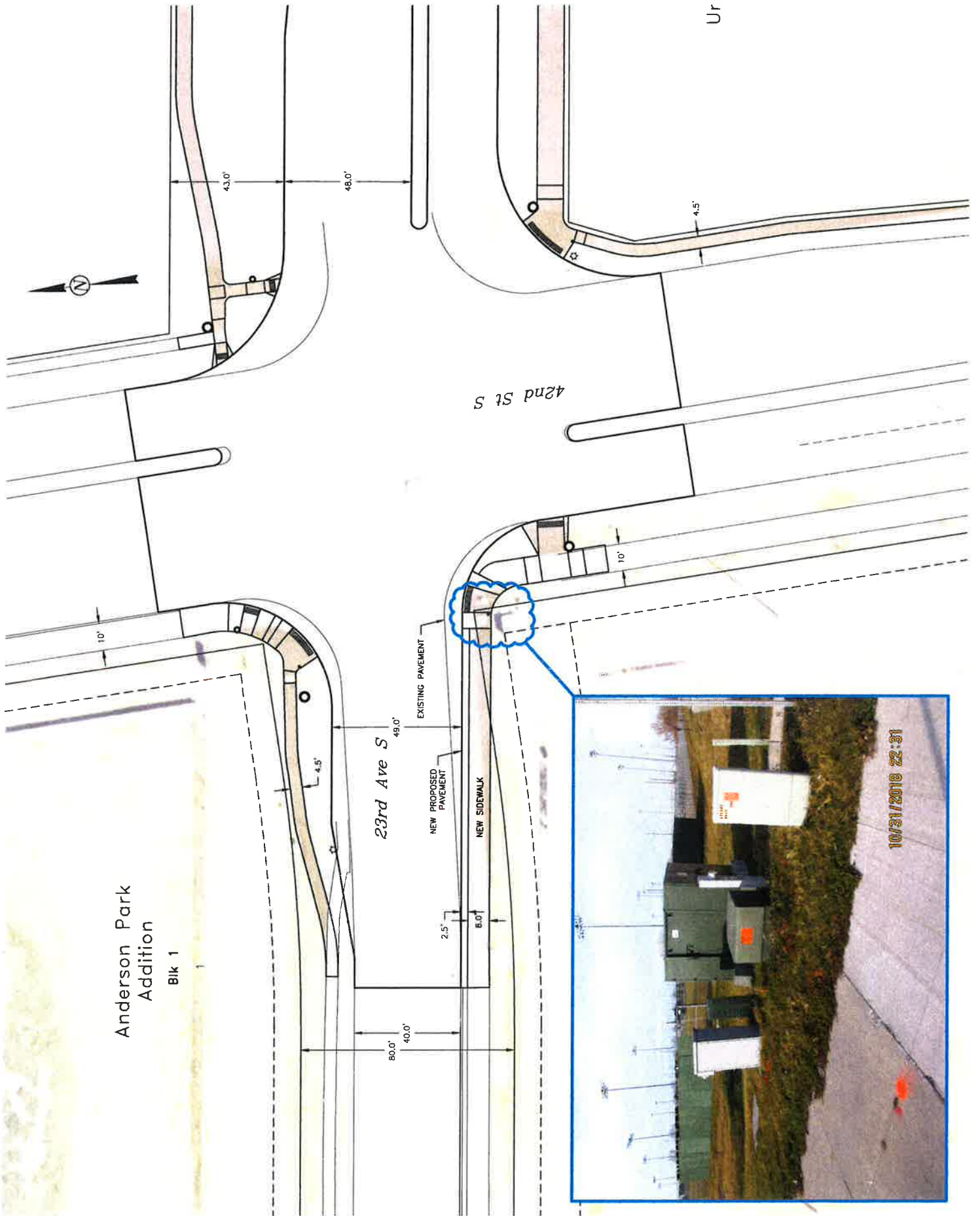
For the Work performed hereunder, Customer will be responsible for the above charges only, unless (i) the above-stated amount is expressed as an estimate; (ii) otherwise stated above; or (iii) a change order is signed by both parties. All charges shall be paid prior to commencement of the Work ("Advance Payment") unless an alternative payment method is set forth above. All past due undisputed accounts will be assessed a late fee at 14% APR. Where applicable, and notwithstanding the foregoing, Customer shall also be responsible for foreign, federal, state and local taxes assessed in connection with the Work, including, without limitation, all use, sales, value added, surcharges, excise, franchises, commercial, gross receipts, license, privilege or other similar charges, whether charged to or against CenturyLink or Customer, but excluding any taxes based on CenturyLink's net income.

*Note If applicable, the Work proposed here is separate from any work that may be performed pursuant to any other order or agreement, including but not limited to a Pre-Service Request for cell site provisioning.

For **Governmental Customers only**, CenturyLink will submit an invoice of charges upon completion of the Work, payable within forty five (45) days of receipt. Past due undisputed amounts will be assessed a late fee of 14% APR or such lesser amount if required under applicable state and/or federal law.

CenturyLink
 Authorized Signature: _____
 Name Printed/Typed: _____
 Title: _____
 Date: _____

Customer
 Authorized Signature: _____
 Name Printed/Typed: _____
 Title: _____
 Date: _____



29-1

May 29, 2019

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BN-19-J1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, May 29, 2019, for Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals, Improvement District No. BN-19-J1, located at 51st Avenue South

The bids were as follows:

Fox Underground, Inc.	\$636,944.49
FM Asphalt, LLC	\$637,359.61
All Finish Concrete, Inc.	\$669,910.04
Northern Improvement Company	\$677,271.35
Dirt Dynamics	\$699,964.98
Opp Construction	\$763,303.41
Dakota Underground Company	\$802,979.52
Engineer's Estimate	\$838,531.55

The special assessment escrow is not required.

This office recommends award of the contract to Fox Underground, Inc. in the amount of \$636,944.49 as the lowest and best bid. No protests have been received.

Sincerely,



Thomas Knakmuhs
Assistant City Engineer

TAK/jmg

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BN-19-J1****Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals**

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

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

That the following is detailed statement of the estimated cost of the job described as:

Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals Improvement District # BN-19-J1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Sanitary Sewer				
1 F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	220.00	42.00	9,240.00
2 F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	809.00	46.00	37,214.00
3 F&I Manhole 4' Dia Reinf Conc	EA	3.00	3,800.00	11,400.00
4 Plug Pipe 6" Dia	EA	4.00	160.00	640.00
5 Plug Pipe 8" Dia	EA	2.00	175.00	350.00
6 Connect Pipe to Exist Pipe	EA	1.00	400.00	400.00
			Sanitary Sewer Total	59,244.00
Water Main				
7 F&I Pipe C900 DR 18 - 4" Dia PVC	LF	25.00	20.00	500.00
8 F&I Pipe C900 DR 18 - 6" Dia PVC	LF	34.00	22.00	748.00
9 F&I Pipe C900 DR 18 - 8" Dia PVC	LF	690.00	26.00	17,940.00
10 F&I Hydrant	EA	3.00	4,600.00	13,800.00
11 F&I Gate Valve 6" Dia	EA	3.00	1,200.00	3,600.00
12 F&I Fittings Ductile Iron	LB	441.00	4.00	1,764.00
13 Plug Pipe 8" Dia	EA	1.00	250.00	250.00
14 F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	34.00	64.00	2,176.00
			Water Main Total	40,778.00
Storm Sewer				
15 F&I Pipe 24" Dia Reinf Conc	LF	766.43	53.00	40,620.79
16 F&I Pipe 15" Dia Reinf Conc	LF	36.50	38.00	1,387.00
17 F&I Pipe w/GB 15" Dia Reinf Conc	LF	170.00	46.00	7,820.00
18 F&I Pipe w/GB 18" Dia Reinf Conc	LF	76.00	56.00	4,256.00
19 F&I Inlet - Single Box (SBI) Reinf Conc	EA	8.00	1,850.00	14,800.00
20 F&I Manhole 4' Dia Reinf Conc	EA	3.00	2,200.00	6,600.00
21 Remove Manhole	EA	1.00	500.00	500.00
22 F&I Manhole 5' Dia Reinf Conc	EA	2.00	3,200.00	6,400.00
			Storm Sewer Total	82,383.79
Paving				
23 Remove Pavement All Thicknesses All Types	SY	1,486.00	7.75	11,516.50
24 Excavation	CY	141.00	11.00	1,551.00
25 Fill - Contractor Supply	CY	1,916.00	13.00	24,908.00
26 Subgrade Preparation	SY	3,580.00	2.25	8,055.00
27 F&I Woven Geotextile	SY	3,580.00	2.50	8,950.00
28 F&I Edge Drain 4" Dia PVC	LF	1,244.50	7.00	8,711.50
29 F&I Class 5 Agg - 8" Thick	SY	3,580.00	9.00	32,220.00
30 F&I Pavement 9" Thick Reinf Conc	SY	3,580.00	71.40	255,612.00
31 F&I Curb & Gutter Standard (Type II)	LF	1,244.50	19.00	23,645.50
32 F&I Sidewalk 4" Thick Reinf Conc	SY	286.00	51.00	14,586.00
33 F&I Driveway 7" Thick Reinf Conc	SY	278.32	60.00	16,699.20
34 F&I Det Warn Panels Cast Iron	SF	20.00	50.00	1,000.00

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BN-19-J1

Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals

35 F&I Casting - Floating Manhole	EA	3.00	1,300.00	3,900.00
36 GV Box to Grade - Blvd	EA	3.00	300.00	900.00
37 Inlet Protection - Existing Inlet	EA	6.00	150.00	900.00
38 Inlet Protection - New Inlet	EA	5.00	150.00	750.00
39 Stormwater Management	LS	1.00	1,400.00	1,400.00
40 Temp Construction Entrance	EA	1.00	1,200.00	1,200.00
41 F&I Crushed Conc - 8" Thick	SY	135.00	1.00	135.00
42 Traffic Control - Type 1	LS	1.00	450.00	450.00
43 Mulching Type 1 - Hydro	SY	2,621.00	0.40	1,048.40
44 Seeding Type B	SY	2,621.00	0.55	1,441.55
45 Topsoil - Strip & Spread	LS	1.00	6,500.00	6,500.00

Paving Total 426,079.65

Pavement Marking

46 F&I Grooved Contrast Film 11" Wide	LF	186.00	16.00	2,976.00
47 F&I Grooved Plastic Film Message	SF	32.00	37.00	1,184.00
48 Obliterate Pavement Markings	SF	80.00	7.50	600.00

Pavement Marking Total 4,760.00

Signing

49 F&I Sign Assembly & Anchor	EA	2.00	80.00	160.00
50 F&I Barricade Type III	EA	1.00	475.00	475.00
51 F&I Diamond Grade Cubed	SF	6.25	22.00	137.50
52 F&I Sign Assembly	EA	1.00	65.00	65.00
53 Remove Sign Assembly	EA	1.00	20.00	20.00
54 F&I High Intensity Prismatic	SF	12.50	20.00	250.00

Signing Total 1,107.50

Street Lighting

55 F&I Innerduct 1.5" Dia	LF	767.00	5.15	3,950.05
56 F&I Luminaire Type A	EA	5.00	500.00	2,500.00
57 F&I Light Standard Type A	EA	5.00	1,600.00	8,000.00
58 F&I Conductor #6 USE, Cu	LF	2,181.00	1.50	3,271.50
59 F&I Pull Box	EA	1.00	1,370.00	1,370.00
60 F&I Base 6' Deep Reinf Conc	EA	5.00	700.00	3,500.00

Street Lighting Total: 22,591.55

Total Construction in \$ 636,944.49

Engineering	11.00 %	70,063.89
Legal & Misc	3.00 %	19,108.33
Contingencies	10.00 %	63,694.45
Administration	6.00 %	38,216.67
Interest	4.00 %	25,477.78

Total Estimated Costs 853,505.62

Special Assessments 853,505.62

Unfunded Costs 0.00

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 05/29/2019



Tom Knakmuhs

Assistant City Engineer



29-2

May 29, 2019

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BN-19-F1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, May 29, 2019, for Sanitary Sewer, Water Main, Storm Sewer, Site Grading, Concrete Curb & Gutter, Asphalt Pavement & Incidentals, Improvement District No. BN-19-F1, located at Eagle Valley 3rd Addition.

The bids were as follows:

Northern Improvement Co.	\$1,457,241.15
Fox Underground	\$1,466,267.10
FM Asphalt LLC	\$1,492,190.10
Border States Paving, Inc.	\$1,547,096.26
Dakota Underground Co., Inc.	\$1,795,269.44

Engineer's Estimate	\$1,625,290.75
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The special assessment escrow is not required.

This office recommends award of the contract to Northern Improvement Co. in the amount of \$1,457,241.15 as the lowest and best bid. No protests have been received.

Sincerely,



Tom Knakmuhs
Assistant City Engineer

TAK/klb

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BN-19-F1****Sanitary Sewer, Water Main, Storm Sewer, Site Grading, Concrete
Curb & Gutter, Asphalt Pavement & In**

Eagle Valley 3rd Addition

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and
WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

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

That the following is detailed statement of the estimated cost of the job described as:

Sanitary Sewer, Water Main, Storm Sewer, Site Grading, Concrete Curb & Gutter, Asphalt Pavement & In Improvement District #
BN-19-F1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Sanitary Sewer				
1 F&I Manhole 4' Dia Reinf Conc	EA	7.00	5,100.00	35,700.00
2 F&I Manhole w/Ext Drop 4' Dia Reinf Conc	EA	1.00	14,750.00	14,750.00
3 F&I Pipe SDR 26 - 6" Dia PVC	LF	1,288.00	23.50	30,268.00
4 F&I Pipe SDR 26 - 8" Dia PVC	LF	830.00	26.75	22,202.50
5 F&I Pipe SDR 35 - 10" Dia PVC	LF	1,005.00	29.00	29,145.00
6 F&I Pipe SDR 35 - 12" Dia PVC	LF	4.00	86.40	345.60
7 Connect Pipe to Exist Pipe	EA	2.00	1,700.00	3,400.00
8 F&I Pipe w/GB SDR 35 - 10" Dia PVC	LF	40.00	150.00	6,000.00
			Sanitary Sewer Total	141,811.10
Cass Rural Water Main				
9 F&I Fittings C153 Ductile Iron	LB	1,191.00	4.00	4,764.00
10 F&I Hydrant	EA	4.00	4,320.00	17,280.00
11 F&I Pipe C900 DR 18 - 6" Dia PVC	LF	20.00	26.75	535.00
12 F&I Pipe C900 DR 18 - 8" Dia PVC	LF	1,085.00	26.75	29,023.75
13 F&I Pipe 1" Dia Water Service	LF	1,093.00	14.00	15,302.00
14 F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	55.00	52.00	2,860.00
15 F&I Tapping Sleeve & Valve 12"x8"	EA	2.00	3,000.00	6,000.00
16 F&I Tapping Sleeve & Valve 12"x10"	EA	1.00	1,600.00	1,600.00
17 F&I Gate Valve 6" Dia	EA	4.00	1,200.00	4,800.00
18 F&I Gate Valve 8" Dia	EA	5.00	1,800.00	9,000.00
19 Connect Water Service	EA	28.00	525.00	14,700.00
			Cass Rural Water Main Total	105,864.75
Storm Sewer				
20 F&I Manhole 4' Dia Reinf Conc	EA	10.00	2,000.00	20,000.00
21 F&I Manhole 5' Dia Reinf Conc	EA	4.00	3,850.00	15,400.00
22 F&I Manhole 6' Dia Reinf Conc	EA	2.00	5,100.00	10,200.00
23 F&I Manhole 7' Dia Reinf Conc	EA	1.00	6,700.00	6,700.00
24 F&I Manhole 8' Dia Reinf Conc	EA	1.00	3,600.00	3,600.00
25 F&I Inlet - Single Box (SBI) Reinf Conc	EA	12.00	2,000.00	24,000.00
26 F&I Inlet - Round (RDI) Reinf Conc	EA	6.00	1,100.00	6,600.00
27 Connect Pipe to Exist Pipe	EA	4.00	375.00	1,500.00
28 F&I Pipe 12" Dia	LF	214.00	25.00	5,350.00
29 F&I Pipe 12" Dia Reinf Conc	LF	13.00	31.50	409.50
30 F&I Pipe 15" Dia Reinf Conc	LF	877.00	35.50	31,133.50
31 F&I Pipe 18" Dia Reinf Conc	LF	368.00	40.00	14,720.00
32 F&I Pipe 21" Dia Reinf Conc	LF	321.00	43.00	13,803.00
33 F&I Pipe 24" Dia Reinf Conc	LF	2.00	53.50	107.00
34 F&I Pipe 27" Dia Reinf Conc	LF	589.00	68.00	40,052.00
35 F&I Pipe 33" Dia Reinf Conc	LF	233.00	95.00	22,135.00

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BN-19-F1****Sanitary Sewer, Water Main, Storm Sewer, Site Grading, Concrete
Curb & Gutter, Asphalt Pavement & In**

36 F&I Pipe 36" Dia Reinf Conc	LF	456.00	105.00	47,880.00
37 F&I Pipe w/GB 15" Dia Reinf Conc	LF	263.00	55.00	14,465.00
38 F&I Pipe w/GB 21" Dia Reinf Conc	LF	40.00	72.00	2,880.00
39 F&I Pipe w/GB 27" Dia Reinf Conc	LF	40.00	95.00	3,800.00
40 F&I Flared End Section 15" Dia Reinf Conc	EA	2.00	105.00	210.00
41 F&I Flared End Section 36" Dia Reinf Conc	EA	1.00	4,500.00	4,500.00
42 F&I Rip Rap Rock	CY	20.00	125.00	2,500.00
			Storm Sewer Total	291,945.00
Paving				
43 Remove Pavement All Thicknesses All Types	SY	265.00	9.00	2,385.00
44 Topsoil - Strip	LS	1.00	16,000.00	16,000.00
45 Topsoil - Spread	LS	1.00	23,000.00	23,000.00
46 Fill - Haul	CY	6,740.00	3.75	25,275.00
47 Excavation	CY	1,500.00	3.00	4,500.00
48 Subcut	CY	2,529.00	5.50	13,909.50
49 Subgrade Preparation	SY	7,588.00	1.60	12,140.80
50 F&I Woven Geotextile	SY	7,588.00	1.45	11,002.60
51 F&I Class 5 Agg - 8" Thick	SY	7,588.00	9.00	68,292.00
52 F&I Edge Drain 4" Dia PVC	LF	3,588.00	6.25	22,425.00
53 F&I Curb & Gutter Mountable (Type I)	LF	2,358.00	16.00	37,728.00
54 F&I Curb & Gutter Standard (Type II)	LF	1,230.00	18.00	22,140.00
55 Remove Curb & Gutter	LF	150.00	6.50	975.00
56 F&I Sidewalk 4" Thick Reinf Conc	SY	464.00	45.00	20,880.00
57 F&I Sidewalk 5" Thick Reinf Conc	SY	2,211.00	47.70	105,464.70
58 F&I Sidewalk 6" Thick Reinf Conc	SY	133.00	65.00	8,645.00
59 F&I Det Warn Panels Cast Iron	SF	204.00	40.00	8,160.00
60 F&I Aggregate for Asph Pavement FAA 43	TON	2,855.00	43.00	122,765.00
61 F&I Asphalt Cement PG 58-34	GAL	39,835.00	2.25	89,628.75
62 Casting to Grade - Blvd	EA	21.00	365.00	7,665.00
63 Casting to Grade - no Conc	EA	18.00	550.00	9,900.00
64 GV Box to Grade - Blvd	EA	10.00	275.00	2,750.00
65 Mulching Type 1 - Hydro	SY	23,720.00	0.35	8,302.00
66 Inlet Protection - Existing Inlet	EA	7.00	150.00	1,050.00
67 Inlet Protection - New Inlet	EA	18.00	175.00	3,150.00
68 Seeding Type C	SY	23,720.00	0.30	7,116.00
			Paving Total	655,249.35
LOMR-F				
69 Topsoil - Strip	LS	1.00	17,000.00	17,000.00
70 Topsoil - Spread	LS	1.00	22,000.00	22,000.00
71 Fill - Haul	CY	12,084.00	3.75	45,315.00
72 Mulching Type 2 - Straw	SY	24,305.00	0.07	1,701.35
73 Seeding Type C	SY	24,305.00	0.25	6,076.25
74 Fill - Contractor Supply	CY	7,620.00	11.00	83,820.00
			LOMR-F Total	175,912.60
Street Lighting				
75 F&I Base 5' Deep Reinf Conc	EA	10.00	700.00	7,000.00
76 F&I Base 6' Deep Reinf Conc	EA	4.00	715.00	2,860.00
77 F&I Conductor #6 USE Cu	LF	5,694.00	1.50	8,541.00
78 F&I Innerduct 1.5" Dia	LF	1,893.00	5.25	9,938.25
79 F&I Luminaire Type A	EA	10.00	720.00	7,200.00
80 F&I Luminaire Type B	EA	4.00	520.00	2,080.00
81 F&I Light Standard Type B	EA	1.00	3,000.00	3,000.00

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BN-19-F1

**Sanitary Sewer, Water Main, Storm Sewer, Site Grading, Concrete
Curb & Gutter, Asphalt Pavement & In**

82 F&I Light Standard Type A	EA	10.00	2,050.00	20,500.00
83 F&I Pull Box	EA	4.00	825.00	3,300.00
			Street Lighting Total	64,419.25
Pavement Markings				
84 Paint Epoxy Line 24" Wide	LF	90.00	35.00	3,150.00
			Pavement Markings Total	3,150.00
Signing				
85 F&I Barricade Type III	EA	1.00	475.00	475.00
86 F&I Diamond Grade Cubed	SF	71.00	19.00	1,349.00
87 F&I Sign Assembly	EA	7.00	63.00	441.00
88 F&I Sign Assembly & Anchor	EA	13.00	75.00	975.00
89 F&I High Intensity Prismatic	SF	32.30	17.00	549.10
			Signing Total	3,789.10
Miscellaneous				
90 Temp Pumping	LS	1.00	2,000.00	2,000.00
91 Temp Fence - Safety	LF	500.00	4.25	2,125.00
92 Silt Fence - Heavy Duty	LF	1,000.00	2.35	2,350.00
93 Stormwater Management	LS	1.00	5,000.00	5,000.00
94 Temp Construction Entrance	EA	2.00	1,300.00	2,600.00
95 Traffic Control - Type 1	LS	1.00	1,025.00	1,025.00
			Miscellaneous Total	15,100.00
			Total Construction in \$	1,457,241.15
			Engineering	11.00 % 160,296.53
			Legal & Misc	3.00 % 43,717.23
			Contingencies	10.00 % 145,724.12
			Administration	6.00 % 87,434.47
			Interest	4.00 % 58,289.65
			Total Estimated Costs	1,952,703.14
			Cass Rural WUD Funds	141,858.77
			Special Assessments	1,810,844.37
			Unfunded Costs	0.00

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 05/29/2019



Tom Knakmuhs

Assistant City Engineer

