

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at [www.FargoND.gov/streaming](http://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](http://www.FargoND.gov/citycommission).

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, July 15, 2019).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

- 1. Waive requirement to receive and file an Ordinance one week prior to 1st reading and 1st reading of the following Ordinances:
  - a. Relating to the International Building Code.
  - b. Relating to the International Residential Code.
  - c. Relating to the International Existing Building Code.
  - d. Relating to the International Energy Conservation Code.
  - e. Relating to the International Mechanical Code.
  - f. Relating to the International Fuel Gas Code.
  - g. Relating to the International Property Maintenance Code.
  - h. Relating to Fire Protection and Prevention.
- 2. 2nd reading and final adoption of the following Ordinances:
  - a. Relating to Plumbing Code.
  - b. Relating to Waterworks System.
  - c. Annexing a Certain Parcel of Land Lying in the Northeast Quarter of Section 11, Township 138 North, Range 49 West.
  - d. Rezoning Certain Parcels of Land Lying in Selkirk Place First Addition.
  - e. Rezoning Certain Parcels of Land Lying in Madelyn's Meadows Second Addition.
- 3. Receive and file Cost Share Agreement with Xcel Energy, Inc. and the Kilbourne Group, LLC for cost sharing expenses related to the burying of the overhead lines and necessary secondary connections.
- 4. Resolution Authorizing Sale of Property at 302 42nd Street South at a minimum bid of \$62,640.00.
- 5. Applications for property tax exemptions for improvements made to buildings:
  - a. Timothy S. and Kim E. Jacobson, 1115 12th Avenue South (5 year).
  - b. Diane R. Heagle, 912 9th Avenue South, Unit 1 (5 year).
  - c. Seth J. and Michaela J. Dye, 1116 12th Avenue South (5 year).
  - d. Travis W. Buzick, 1504 2nd Avenue South (5 year).
  - e. Mukund P. and Sungja L. Sibi, 1010 8th Street South (5 year).
  - f. Renee O'Brien, 820 2nd Street North (5 year).

- g. Sadiyah and Sameyah Khan, 1110 3rd Avenue North, Unit 540E (5 year).
  - h. Justin and Elizabeth Frye, 1250 5th Street North (5 year).
  - i. Justin Slack, 1441 12th Avenue South (5 year).
6. Certificate of Completion and Release of Forfeiture for the Woodrow Wilson Project.
7. Site Authorizations for Games of Chance:
  - a. Arc Upper Valley at Prairie Brothers Brewery.
  - b. Metro Sports Foundation at Scheels Arena.
8. Applications for Games of Chance:
  - a. Benefit for Finley's Fight Hosted by Friends of Finley for a raffle on 8/8/19; Public Spirited Resolution.
  - b. Sons of Norway for a raffle from 9/1/19 to 12/7/19.
  - c. Holy Spirit Catholic Church for bingo, raffle and calendar raffle from 9/9/19 to 10/13/19.
  - d. Veterans Honor Flight of ND/MN for a raffle on 8/17/19.
  - e. YMCA of Cass & Clay Counties for a raffle on 8/6/19.
  - f. Fargo Angels Hockey for a raffle and raffle board from 8/13/19 to 12/7/19.
9. Pledged securities as of 6/30/19.
10. Receive and file the post-sale bond results report as prepared by Baker Tilly (Refunding Improvement Bonds, 2019A).
11. Change Order No. 1 for an increase of \$53,700.00 for Project No. UR-19-A1.
12. Change Order No. 8 for an increase of \$1,050.00 for Project No. FM-15-K1.
13. Task Order No. 1 with Houston Engineering in a not to exceed amount of \$505,000.00 for Project No. FP-19-A0.
14. Payment to KPH in the amount of \$107,200.00 for emergency sanitary sewer repairs.
15. Purchase Agreement with Andrew I. and Nancy C. Froelich for property located at 1422 South River Road South (Project No. FM-15-J3).
16. City of Fargo Specifications Water Mains.
17. Memorandum of Understanding for Use of Facilities in the Event of a Disaster or Emergency with FirstLink.
18. Purchase of Service Agreement with ND Department of Health for Emergency Response Services (CFDA #93.069).
19. Agreement for Services with Center Point Tactical LLC.
20. Memorandum of Understanding and Non-Disclosure Agreement with eSmart Systems US, Inc.
21. Bid award for one articulating utility tractor/mower (PBCT652).
22. Bid award for fuel purchase for 3rd and 4th quarters of 2019 (RFV19007).

Page 23. Change Order No. 5 for a 60-day time extension for Project No. SW16-03 Phase II.

24. Amendment No. 6 for the Hazard Mitigation Grant Program Subgrant Agreement for FEMA-DR-1981-ND Between the ND Department of Emergency Services and the City of Fargo for a 6-month time extension (Project No. WW1402).
25. Task Order No. 24 with AE2S in the amount of \$372,400.00 for the reconditioning of two water towers.
26. Contract for the Newman Outdoor Field – Stadium Reroof Project.
27. Bills.
28. Change Orders for Improvement District No. BR-18-A1:
  - a. No. 1 for an increase of \$23,100.00
  - b. No. 2 for an increase of \$28,160.00
29. Change Order No. 5 for an increase of \$1,124.50 and Interim 3 time extension to 8/12/18 for Improvement District No. BN-17-A1.
30. Change Order No. 1 for a 14-working day time extension for Improvement District No. BN-19-E1.
31. Final Balancing Change Order No. 4 in the amount of -\$16,197.30 for Improvement District No. UN-18-B1.
32. Final Balancing Change Order No. 5 in the amount of \$1,865.00 for Improvement District No. BN-18-K1.
33. Contract and bond for Improvement District No. AN-19-G1.

#### **REGULAR AGENDA:**

34. Update on the Civic Plaza, Area 1.
35. Public Hearings - 5:15 pm:
  - a. Transfer of a Class “A” Alcoholic Beverage License from Firebox, LLC d/b/a Firebox to International African Restaurant and Nightclub, LLC d/b/a International African Restaurant and Nightclub at 4554 7th Avenue South; denial recommended by the Liquor Control Board; continued from the 7/1/19 and 7/15/19 Regular Meetings.
  - b. Application filed by Crave Hospitality Fargo, LLC d/b/a Crave for a Class “FA” Alcoholic Beverage License to be located at 3902 13th Avenue South #3643.
  - c. CONTINUED to 8/12/19 - Renaissance Zone Project for Great Plains 1001 Holdings, LLC for a new construction project located at 1001 and 1011 Northern Pacific Avenue North; 28 10th Street North; 1016 1st Avenue North and 11 11th Street North; continued from the 7/15/19 Regular Meeting.
  - d. CONTINUED to 8/12/19 - Renaissance Zone Project for DFI Kesler LLC and DFI BJ LLC for a new construction project located at 617 and 621 1st Avenue North, and 624 2nd Avenue North.

- e. CONTINUED to 8/26/19 - Application filed by DFI Kesler, LLC for a payment in lieu of tax exemption (PILOT) for a project located at 624 2nd Avenue North, 621 1st Avenue North and 617 1st Avenue North which the application will use in the operation of leasing residential apartments and commercial space; continued from the 7/15/19 Regular Meeting.
  - f. CONTINUED to 8/26/19 - Application filed by Great Plains 1001 Holdings, LLC for a payment in lieu of tax exemption (PILOT) for a project located at 1001 NP Avenue, 28 10th Street North, 1016 1st Avenue North and 11 11th Street North which the applicant will use in the operation of leasing of residential apartments and commercial space; continued from the 7/15/19 Regular Meeting.
  - g. CONTINUED to 8/26/19 - Application filed by Great Plains Antique Holdings, LLC for a payment in lieu of tax exemption (PILOT) for a project located at 1017 4th Avenue North which the application will use in the operation of leasing residential apartments; continued from the 7/15/19 Regular Meeting.
  - h. Renewal Plan for District No. 2019-01 for reconstruction of the alley and utility line relocation within the 100, 200 and 300 Blocks of Roberts Alley in Downtown Fargo.
36. Resolution Authorizing Wireless Telecommunication Facility Guidelines.
- a. Addendum to Master Attachment Agreement for Use of the Right of Way (Encroachment Agreement).
37. Engineering Update.

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](http://www.FargoND.gov/citycommission).

**Office of the City Attorney**

**City Attorney**  
Erik R. Johnson

**Assistant City Attorney**  
Nancy J. Morris

July 25, 2019

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

**RE: Repeal and Re-enact Standard Building and Fire Codes**

Dear Commissioners,

Enclosed for your approval are ordinances repealing and re-enacting various standardized codes. As you know, the City of Fargo adopts by reference various standardized codes, which are periodically updated. As a matter of routine, the city staff tailors the standardized code by recommending appropriate amendments to the standardized code language. City staff has already obtained the approval of the City Commission to adopt the 2018 version of the various standard codes, with amendments, and the City Commission has directed the City Attorney's Office to prepare appropriate ordinances. As a result, I am remitting to you for your approval, ordinances repealing and re-enacting the various standard codes along with appropriate amendments.

**Suggested Motion:** I move to waive the requirement of receipt and filing one week prior to first reading and that this be the first reading, by title, of the following ordinances:

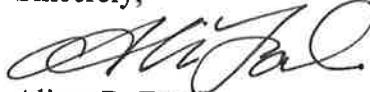
- An Ordinance Repealing and Re-enacting Article 21-01 of Chapter 21 of the Fargo Municipal Code relating to the International Building Code;
- An Ordinance Repealing and Re-enacting Article 21.1-01 of Chapter 21.1 of the Fargo Municipal Code relating to the International Residential Code;
- An Ordinance Repealing and Re-enacting Article 21.2-01 of Chapter 21.2 of the Fargo Municipal Code relating to the International Existing Building Code;
- An Ordinance Repealing and Re-enacting Article 21.3 of the Fargo Municipal Code relating to the International Energy Conservation Code;
- An Ordinance Repealing and Re-enacting Section 30-0106 of Article 30-01 of Chapter 30 of the Fargo Municipal Code relating to the International Mechanical Code;
- An Ordinance Repealing and Re-enacting Article 30.1-01 of Chapter 30.1 of the Fargo Municipal Code relating to the International Fuel Gas Code;



- An Ordinance Repealing and Re-enacting Article 31-01 of Chapter 31 of the Fargo Municipal Code relating to the International Property Maintenance Code;
- An Ordinance Repealing and Re-enacting Sections 9-0701 and 9-0704 of Article 9-07 of Chapter 9 of the Fargo Municipal Code relating to Fire Protection and Prevention.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Alissa R. Farol', written in a cursive style.

Alissa R. Farol  
Assistant City Attorney

cc: Bruce Taralson, Inspections Administrator

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE REPEALING AND RE-ENACTING ARTICLE 21-01  
OF CHAPTER 21 OF THE FARGO MUNICIPAL CODE  
RELATING TO THE INTERNATIONAL BUILDING CODE

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 Century 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 purpose; 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. Repeal.

Article 21-01 of Chapter 21 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 2. Re-enactment.

Article 21-01 of Chapter 21 of the Fargo Municipal Code is hereby re-enacted to read as follows:

ARTICLE 21-01  
INTERNATIONAL BUILDING CODE -- ADOPTION -- MODIFICATIONS

Section	
21-0101	International Building Code adopted.
21-0102	Modification of International Building Code.

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21-0101. International Building Code adopted.—The erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area, and maintenance of buildings or structures in the city of Fargo, North Dakota, shall meet with the provisions of the rules and regulations of the 2018 Edition of the International Building Code of the International Code Council as the same are now established in said code, a copy of which is on file in the office of the building inspector for the city of Fargo, with the exception of the sections hereinafter set forth affecting local conditions in the city of Fargo, which sections shall be substituted for and in lieu of like sections or paragraphs in said International Building code; and the board of city commissioners of said city of Fargo, by this section hereby approves and adopts such rules and regulations, as so modified, for use and application in the city of Fargo, North Dakota, and within the extra-territorial zoning jurisdiction of the city.

21-0102. Modification of International Building Code.—The International Building Code as adopted in § 21-0101 is hereby changed and amended as follows:

**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 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 protection provided by the city's insurance pool and immunities and defenses

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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 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:**

\* \* \*

2. Fences not over 7 feet (2134-mm) 8.5 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.~~

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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 in its entirety.

**Section 107.3.1** is hereby amended to read as follows:

**Section 107.3.1. Approval of construction documents.** When the *building official* issues a *permit*, the *construction documents* shall be approved, in writing, or by stamp, as "Reviewed for Code Compliance." 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 resolution of 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.

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1 **Section 110.3.11.1** is hereby deleted in its entirety.

2 **Section 305.2** is hereby amended to read as follows:

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

6 **Section 305.2.2** is hereby amended to read as follows:

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

9 **Section 305.2.3** is hereby amended to read as follows:

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

13 **Section 308.5** is hereby amended to read as follows:

14 **Section 308.5 Institutional Group I-4, day care facilities.** Institutional Group I-4  
15 occupancy shall include buildings and structures occupied by more than ~~five~~ twelve  
16 persons of any age who receive *custodial care* for fewer than 24 hours per day by persons  
17 other than parents or guardians, relatives by blood, marriage or adoption, and in a place  
other than the home of the person cared for. This group shall include, but not be limited  
to, the following:

18 Adult day care

19 Child day care

20 **Section 308.5.1** is hereby amended to read as follows:

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**Section 308.5.1 Classification as Group E.** A child care facility that provides care for more than ~~five~~ twelve but not more than 100 children 2 ½ years or less of age, where the rooms in which the children are cared for are located on a *level of exit discharge* serving such rooms and each of these child care rooms has an exit door directly to the exterior, shall be classified as Group E.

**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* and 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 NFPA 13 sprinkler systems.** Where the provisions of this code require that a building or portion thereof be equipped throughout with an *automatic sprinkler system* in accordance with this section, sprinklers shall be installed throughout in accordance with NFPA 13 except as provided in Sections 903.3.1.1.1 and 903.3.1.1.2. 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.

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**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 read as follows:

**Section 907.2.10.1 Group R-1.** Single- or multiple-station smoke alarms shall be installed in all of the following locations in Group R-1:

\* \* \*

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

**Section 907.2.10.2** is hereby amended to read as follows:

**Section 907.2.10.2 Groups R-2, R-3, R-4 and I-1.** Single- or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and I-1 regardless of occupant load at all of the following locations:

\* \* \*

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

**Section 1010.1.9.4** is hereby amended to read as follows:

**Section 1010.1.9.4 Locks and latches.** Locks and latches shall be permitted to prevent operation of doors where any of the following exist:

\* \* \*

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** Exceptions are hereby amended to read as follows:

**Section 1011.1 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** Exceptions are amended to read as follows:

**Section 1011.2 Exceptions:**

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\* \* \*

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** Exceptions are hereby amended to read as follows:

**Section 1011.5.2 Exceptions:**

\* \* \*

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 ~~7¾ inches (197 mm)~~ 8 inches; the minimum tread depth shall be ~~10 inches (254 mm)~~ 9 inches; the minimum *winder* tread depth at the walkline shall be 10 inches (254 mm); and the minimum *winder* tread depth shall be 6 inches (152 mm). A *nosing* projection not less than ¾ inch (19.1 mm) but not more than 1 ¼ inches (32 mm) shall be provided on *stairways* with solid risers where the tread depth is less than 11 inches (279 mm).

\* \* \*

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-inch tread depth.

**Section 1011.11** Exceptions are hereby amended to read as follows:

**Section 1011.11 Exceptions:**

\* \* \*

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 to read as follows:

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**Section 1015.2 Where required.** *Guards* shall be located along open-sided walking surfaces, including *mezzanines, equipment platforms, aisles, 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** Exceptions are hereby amended to read as follows:

**Section 1104.4 Exceptions:**

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 m<sup>2</sup>), are located above and or below *accessible levels* and are below the third story.

\* \* \*

**Section 1202.1** is hereby amended to read as follows:

**Section 1202.1 General.** Buildings shall be provided with natural ventilation in accordance with Section 1202.5, or mechanical ventilation in accordance with the *International Mechanical Code*.

~~Where the air infiltration rate in a dwelling unit is less than 5 air changes per hour where tested with a blower door at a pressure 0.2 inch w.e. (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. Ambulatory care facilities and Group I-2 occupancies shall be ventilated by mechanical means in accordance with Section 407 of the International Mechanical Code.~~

**Section 1202.4.4** is hereby deleted in its entirety.

**Section 1206** is hereby deleted in its entirety.

**Sections 1402.6 and 1402.7** are hereby deleted in their entirety.

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Sections 1403.6 and 1403.7 are hereby deleted in their entirety.

Section 1601.1 is hereby amended to read as follows:

**Section 1601.1 Scope.** The provisions of this chapter shall govern the structural design of buildings, structures and portions thereof regulated by this code.

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:

**Section 1610.1 Exception:** Foundation walls extending not more than 8 feet (2438 mm) 9 feet 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 Exceptions are hereby amended as follows:

**Section 1809.5 Exceptions:**

\* \* \*

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

**Section 2901.1** is hereby amended to read as follows:

**Section 2901.1 Scope.** 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.

**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.

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Section 4. Effective Date.

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

(SEAL)

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:  
Publication:

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AN ORDINANCE REPEALING AND RE-ENACTING ARTICLE 21.1-01 OF  
CHAPTER 21.1 OF THE FARGO MUNICIPAL CODE  
RELATING TO THE INTERNATIONAL RESIDENTIAL CODE

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 Century 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 purpose; 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. Repeal.

Article 21.1-01 of Chapter 21.1 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 2. Re-enactment.

Article 21.1-01 of Chapter 21.1 of the Fargo Municipal Code is hereby re-enacted to read as follows:

CHAPTER 21.1

INTERNATIONAL RESIDENTIAL CODE

Article

21.1-01 International Residential Code--Adoption—Amendments, §§ 21.1-0101 to 21.1-0102

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ARTICLE 21.1-01

Section

21.1-0101 Adoption of International Residential Code by Reference

21.1-0102 Amendment to International Residential Code

21.1-0101. Adoption of International Residential Code by Reference.--There is hereby adopted by reference by the Board of City Commissioners, for the purpose of prescribing regulations governing standards, relative to housing in the city of Fargo, that certain code known as the International Residential Code recommended and compiled by the International Code Council, being particularly the 2018 Edition thereof, a copy of which is on file in the office of the City Auditor, and the same is hereby adopted and incorporated as fully as if set out in length herein, and from the date on which this ordinance shall take effect, the provisions thereof shall be controlling within the limits of the city, and within the extra-territorial zoning jurisdiction of the city.

21.1-0102. Amendment to International Residential Code.--The International Residential Code as adopted in Section 21.1-0101 is hereby changed and amended as follows:

**Section R101.1** is hereby amended to read as follows:

**Section 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:

**Section 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

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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:

**Section 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:

**Section R105.2 Work exempt from permit.** 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*, provided that the floor area does not exceed ~~200~~ 120 square feet (~~185.8 m<sup>2</sup>~~).
2. Fences not over ~~7~~ 8 1/2 feet (~~2134 mm~~) high.

\* \* \*

7. ~~Prefabricated~~ Swimming pools, ~~that are less than 24 inches (610 mm) deep.~~

\* \* \*

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9. Window awnings 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.

10. Decks not exceeding 200-120 square feet ~~(185.8 m<sup>2</sup>)~~ 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 hereby amended to read as follows:

**Section R108.3 Building permit violations.** 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:

**Section R201.3 Terms defined in other codes.** Where terms are not defined in this code such terms shall have meanings ascribed in other code publications of the International Code Council. Wherever the term *International Plumbing Code* 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 and the North Dakota State Wiring Standards. Wherever reference is made to flood plain requirements, it shall mean Article 21-06 of the Fargo Municipal Code relating to Flood Plain Management and the Fargo Flood Proofing Code.

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**Table R301.2(1)** is hereby amended to include the following entries from left to right 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'
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~~ 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:

**Section R302.5.1 Opening Protection.** Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings

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between the garage and residence shall be equipped with solid wood doors not less than 1 $\frac{3}{8}$  inches (35 mm) in thickness, solid or honeycomb-core steel doors not less than 1 $\frac{3}{8}$  inches (35 mm) thick, or 20-minute fire-rated doors, ~~equipped with a self-closing device.~~

**Section R303.4** is hereby deleted in its entirety.

**Section R307.1** is hereby amended to read as follows:

**Section 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 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:

**Section 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 shall have a maximum sill height of 48 inches.

**Section R310.2.3.1** is hereby amended to read as follows:

**Section 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. Ladders or rungs shall have an inside width of ~~not less than at least~~ 12 inches (305 mm), shall project not less than 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

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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:

**Exceptions:**

1. Exterior balconies less than 60 square feet (5.6 m<sup>2</sup>) and only *accessed* 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:

**Section 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.

\* \* \*

**Section R311.3.2** is hereby amended to read as follows:

**Section 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

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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:

**Section R311.7.5.1 Risers.** The riser height shall be not more than ~~7<sup>3</sup>/<sub>4</sub>~~ 8 inches (196 mm). . . .

**Section R311.7.5.2** is hereby amended to read as follows:

**Section R311.7.5.2 Treads.** The tread depth shall be not less than ~~10~~ 9 inches (254 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:

**Section R311.7.5.2.1 Winder treads.** Winder treads shall have a tread depth of not less than ~~10~~ 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:

**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.

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1  
2 **Section R312.1.1** is hereby amended to read as follows:

3 **Section R312.1.1 Where Required.** *Guards* shall be provided for those portions  
4 of open-sided walking surfaces, ~~including~~ stairs, ramps and landings, that are  
5 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*.

6 **Section R313.1** is hereby amended to read as follows:

7 **Section R313.1. Townhouse automatic fire sprinkler systems.** An automatic  
8 residential sprinkler system shall be installed in *townhouses*, where the  
9 *townhouses* are located on a private street or private fire department access road  
10 that is required to be greater than 150 feet in length as required by Section 503 of  
the International Fire Code.

11 **Section R313.1.1** is hereby amended to read as follows:

12 **Section R313.1.1 Design and installation.** Automatic residential fire sprinkler  
13 system for *townhouses* shall be designed and installed in accordance with ~~Section~~  
~~P2904~~ or NFPA 13D, NFPA 13R or NFPA 13.

14 **Section R313.2** is hereby deleted in its entirety.

15 **Section R314.3** is hereby amended to read as follows:

16 **Section R314.3 Location.** Smoke alarms shall be installed in the following  
17 locations:

18 \* \* \*

19 5. In dwelling units where the ceiling height of a room open to the  
20 hallway serving the bedrooms exceeds that of the hallway by 24  
21 inches (610 mm) or more, smoke detectors shall be installed in the  
22 hallway and in the adjacent room.

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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:

**Section R401.1 Application.** The provisions of this chapter shall control the design and construction of the foundation and foundation spaces for 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(1)~~ shall meet the provisions of Section R322 the Fargo Flood Proofing Code, Article 21-06 of the Fargo Municipal Code, and any other applicable requirements of the city of Fargo. Wood foundations shall be designed and installed in accordance with AWC PWF.

\* \* \*

Section R401.3 is hereby amended to read as follows:

**Section 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 are hereby amended to read as follows:

**Exceptions:**

1. Protection of free-standing *accessory structures* ~~with an area of 600 square feet (56 m<sup>2</sup>) or less, of light-frame construction, with an eave height of 10 feet (3048 mm) or less~~ shall not be required.

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2. Protection of free-standing *accessory structures* with an area of 400 square feet (37 m<sup>2</sup>) 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:

**Section 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).~~ . . .

**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:

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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

<b>Minimum Reinforcement for Concrete Foundation Walls</b>		
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.

**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).

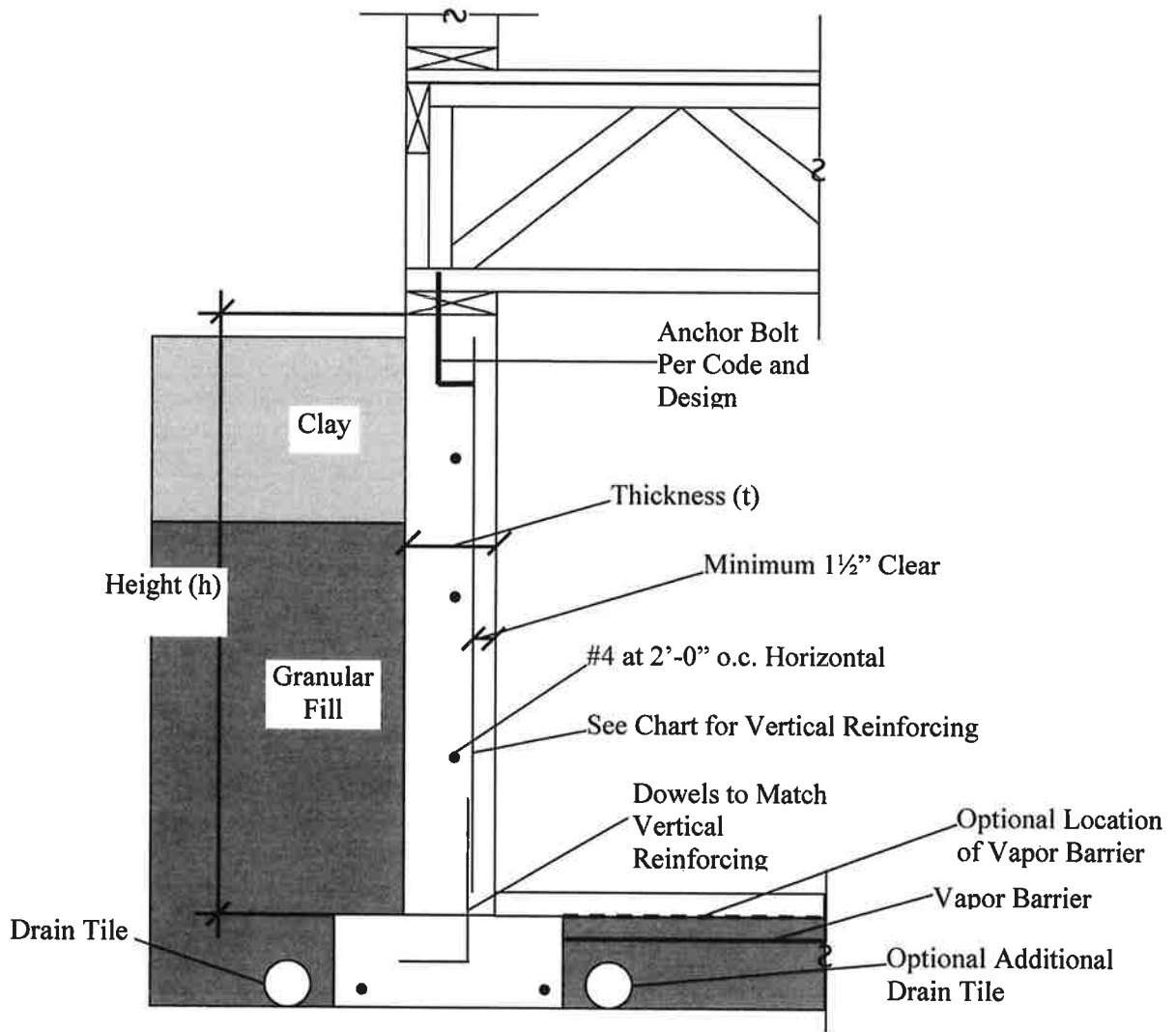
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5. Backfill shall not be placed until first floor framing and sheathing is installed and fastened or adequately braced and the concrete floor slab is in place or the wall is adequately braced.

Figures R404.1.2(1) and R404.1.2(2) are adopted as shown:

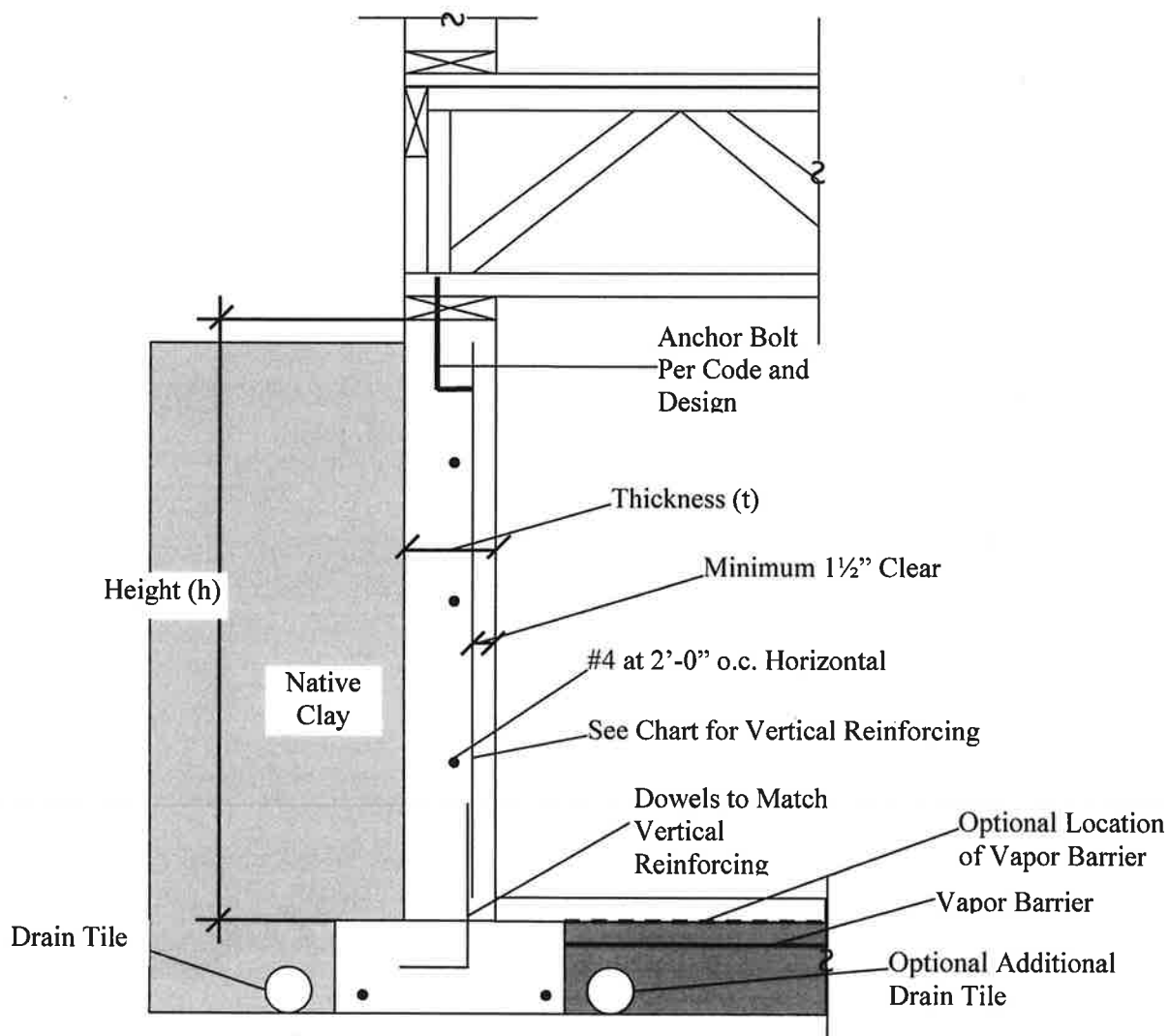
FIGURE R404.1.2(1)



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**FIGURE R404.1.2(2)**



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1  
2 **Section R507.3** is hereby deleted in its entirety.

3 **Table R507.3.1** is hereby deleted in its entirety.

4 **Section R507.5** is hereby amended to read as follows:

5 **Section R507.5 Deck Beams.** Maximum allowable spans for wood deck beams,  
6 as shown in Figure R507.5, shall be in accordance with Table R507.5. Beam plies  
7 shall be fastened with two rows of 10d (3-inch x 0.128-inch) nails minimum at 16  
8 inches (406 mm) on center along each edge. Beams shall be permitted to  
9 cantilever at each end up to one-fourth of the ~~allowable~~ actual beam span. Deck  
beams of other materials shall be permitted where designed in accordance with  
accepted engineering practices.

10 **Section R602.7.2** is hereby amended to read as follows:

11 **Section R602.7.2 Rim board headers.** Rim board header size, material and span  
12 shall be in accordance with Table R602.7(1). Rim board headers shall be  
13 constructed in accordance with Figure R602.7.2 and shall be supported at each  
14 end by full-height studs. ~~The number of full height studs 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 R302.3(5).~~ Rim board headers supporting  
15 concentrated loads shall be designed in accordance with accepted engineering  
practice.

16 **Section R602.7.5** is hereby amended to read as follows:

17 **Section R602.7.5 Support for headers.** Headers shall be supported on each end  
18 with one or more jack studs or with approved framing anchors in accordance with  
19 Table R602.7(1) or R602.7(2). The full-height stud adjacent to each end of the  
20 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.~~

21 **Table 602.7.5** is hereby deleted in its entirety.  
22  
23

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**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 <sup>c</sup> Wall R-Value
6	###	20 + 5 <sup>h</sup> or 13 + 10 <sup>h</sup> <u>21 or 13 + 5h,i</u>	###	<u>15/19</u> <u>10/13</u>
7 and 8	###	20 + 5 <sup>h</sup> or 13 + 10 <sup>h</sup> <u>21 or 13 + 5h,i</u>	###	<u>15/19</u> <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	###	<u>0.045 0.057</u>	###	<u>0.050 0.059</u>
7 and 8	###	<u>0.045 0.057</u>	###	<u>0.050 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 Sections N1102.4.1 through N1102.4.5.

**Exception:** Dwelling units of R-2 Occupancies and multiple single family dwellings shall be permitted to comply with IECC Section C402.5.U.

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**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 thermal 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	The air leakage rate at a pressure of 0.2 inch w.g. (50 Pa) shall be  <i>Climate Zones 1 and 2: 5 air changes per hour</i> <i>Climate Zones 3 through 8: 3 air changes per hour</i>	* * *
	* * *	

(Balance of table is unchanged.)

**Section M1301.1.1** is hereby deleted in its entirety.

**Section M1401.5** is hereby deleted in its entirety.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

1     **Section M1502.4.2** is hereby amended to read as follows:

2             **Section M1502.4.2 Duct Installation.** Exhaust ducts shall be supported at  
3             intervals not to exceed ~~124 feet (3658 mm)~~ and shall be secured in place. The  
4             insert end of the duct shall extend into the adjoining duct or fitting in the direction  
5             of airflow. Exhaust duct joints ~~shall be sealed in accordance with Section~~  
6             ~~M1601.4.1 and shall~~ may be mechanically fastened. Ducts shall not be joined  
7             with screws, ~~or similar fasteners that protrude more than 1/8 inch (3.2 mm) into~~  
8             ~~the inside of the duct.~~ Where dryer exhaust ducts are enclosed in wall or ceiling  
9             cavities, such cavities shall allow the installation of the duct without deformation.

10     **Section M1503.6** is hereby amended to read as follows:

11             **Section M1503.6 Makeup air required.** Where one or more gas, liquid or solid  
12             fuel-burning appliance that is neither direct-vent nor uses a mechanical draft  
13             venting system is located within a dwelling unit's air barrier, each exhaust system  
14             capable of exhausting in excess of 400 cubic feet per minute (0.19m<sup>3</sup>/S) shall be  
15             mechanically or passively provided with makeup air at a rate approximately equal  
16             to the exhaust air rate in excess of 400 cfm. Such makeup air systems shall be  
17             equipped with not fewer than one damper complying with Section M1503.6.2.

18     **Section M1503.6 Exception** is hereby deleted in its entirety.

19     **Section M1601.4.1** Exceptions are hereby amended to read as follows:

20             **Exceptions:**

21             \*    \*    \*

22             3. For ducts having a static pressure classification of less than 2 inches of water  
23             column (500 Pa), additional closure systems shall not be required for continuously  
24             welded joints and seams and seams and locking-type joints and seams. This  
25             ~~exception shall not apply to snap lock and button lock type joints and seams that~~  
26             ~~are located outside of conditioned spaces.~~

27     **Section M1601.4.10** is hereby deleted in its entirety.

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FARGO, NORTH DAKOTA

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**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 as follows:

**Section 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:

**Section 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:

**Section M2101.10 Tests.** New Hhydronic piping systems 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 (689 kPa). The duration of each test shall be not less than 15 minutes.

**Section M2103.3** is hereby amended to read as follows:

**Section M2103.3 Piping joints.**

\* \* \*

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) [304.6.1(1)]** is hereby deleted in its entirety.

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FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

1 **Figure G2407.6.1(2) [304.6.1(2)]** is hereby deleted in its entirety.  
2 **Section G2407.11 (304.11)** is hereby amended to read as follows:

3 **Section G2407.11 (304.11) Combustion air ducts.** *Combustion air* ducts shall  
4 comply with all the following:

5 \* \* \*

6 5. Ducts shall not ~~be screened where terminating~~ terminate in an attic  
7 space.

8 \* \* \*

9 **Section G2413.6 (402.6)** is hereby amended to read as follows:

10 **Section G2413.6 (402.6) Allowable pressure drop.** The design pressure loss in  
11 any *pipng system* under maximum probable flow conditions, from the *point of*  
12 *delivery* to the inlet connection of the *appliance*, shall be such that the supply  
13 pressure at the *appliance* is greater than or equal to the minimum pressure  
14 required by the *appliance*, but such pressure loss shall not be greater than 0.5 inch  
15 water column for gas pipe systems operating at less than 2 psi.

16 **Section G2417.4.1 (406.4.1)** is hereby amended to read as follows:

17 **Section G2417.4.1 (406.4.1) Test pressure.** The test pressure to be used shall  
18 not be less than 1 ½ times the proposed maximum working pressure, but not less  
19 than 3 25 psig (~~20 kPa gauge~~), irrespective of design pressure. Where the test  
20 pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a  
21 value that produces a hoop stress in the *pipng* greater than 50 percent of the  
22 specified minimum yield strength of the pipe.

23 **Section G2425.12 (501.12)** is hereby amended to read as follows:

**Section 2425.12 (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:

OFFICE OF THE CITY ATTORNEY  
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1. Clay *flue lining* complying with the requirements of ASTM C315 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.

\* \* \*

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:

**Section G2427.5.2 (503.5.3) Masonry chimneys.** Masonry *chimneys* shall be built and installed in accordance with NFPA 211 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 indicated in Section G2425.12.

**Section G2439.7.2 (614.8.2)** is hereby amended to read as follows:

**Section 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.

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FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

1     **Section G2442.4 (618.4)** is hereby amended to read as follows:

2             **Section G2442.4 (618.4) Screen.** Required outdoor air inlets shall be covered  
3             with a screen having ¼ -inch (6.4 mm) openings. Required outdoor air inlets  
4             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.

5     **Section G2445 (618.5)** is hereby deleted in its entirety.

6     **Chapters 25 through 43** are hereby deleted in their entirety.

7             Section 3. Penalty.

8             A person who willfully violates this ordinance is guilty of an infraction. Every  
9             person, firm or corporation violating an ordinance which is punishable as an infraction  
10            shall be punished by a fine not to exceed \$1,000.00; the court to have power to suspend  
11            said sentence and to revoke the suspension thereof.

12            Section 4. Effective Date.

13            This ordinance shall be in full force and effect from and after its passage,  
14            approval and publication.

15  
16     (SEAL)  
17     Attest:

18  
19     \_\_\_\_\_  
20     Steven Sprague, City Auditor

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

First Reading:  
Second Reading:  
Final Passage:  
Publication:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE REPEALING AND RE-ENACTING ARTICLE 21.2-01 OF  
CHAPTER 21.2 OF THE FARGO MUNICIPAL CODE  
RELATING TO THE INTERNATIONAL EXISTING BUILDING CODE

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 Century 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 purpose; 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. Repeal.

Article 21.2-01 of Chapter 21.2 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 2. Re-enactment.

Article 21.2-01 of Chapter 21.2 of the Fargo Municipal Code is hereby re-enacted to read as follows:

CHAPTER 21.2

INTERNATIONAL EXISTING BUILDING CODE

Article

21.2-01 International Existing Building Code--Adoption--Amendments, §§ 21.2.-0101 to 21.2-0102

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

ARTICLE 21.2-01

Section

21.2-0101 Adoption of International Existing Building Code by Reference

21.2-0102 Amendment to International Existing Building Code

21.2-0101. Adoption of International Existing Building Code by reference.--There is hereby adopted by reference by the board of city commissioners, for the purpose of prescribing regulations governing standards, relative to existing buildings in the city of Fargo, that certain code known as the International Existing Building Code recommended and compiled by the International Code Council, 2018 Edition, a copy of which is on file in the office of the city auditor, and the same is hereby adopted and incorporated as fully as if set out in length herein, and from the date on which this ordinance shall take effect, the provisions thereof shall be controlling within the limits of the city, and within the extra-territorial zoning jurisdiction of the city.

21.2-0102. Amendment to International Existing Building Code.--The International Existing Building Code as adopted in Section 21.2-0101 is hereby changed and amended as follows:

**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 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

OFFICE OF THE CITY ATTORNEY  
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1 registered design professional based on the circumstances agreed ~~upon~~ on at the  
2 preliminary meeting. The design professional shall notify the *code official* if any  
potential ~~nonconformance~~ noncompliance with the provisions of this code is  
identified.

3 **Section 104.8** is hereby amended to read as follows:

4 **104.8 Liability.** The *code official*, member of the Board of Appeals, or employee  
5 charged with the enforcement of this code, while acting for the jurisdiction in  
6 good faith and without malice in the discharge of the duties required by this code  
7 or other pertinent law or ordinance, shall not thereby be rendered civilly or  
8 criminally liable personally and is hereby relieved from personal liability for any  
9 damage accruing to persons or property as a result of any act or by reason of an  
10 act or omission in the discharge of official duties. Any suit instituted against an  
11 officer or employee because of an act performed by that officer or employee in  
12 the lawful discharge of duties and under the provisions of this code shall be  
13 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.

14 This code shall not be construed to relieve from or lessen the responsibility of any  
15 person owning, operating, or controlling any building or structure for any  
16 damages to persons or property caused by defects, nor shall the code enforcement  
17 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.

18 **Section 104.10.1** is hereby deleted in its entirety.

19 **Section 105.2** is hereby amended to read as follows:

20 **Section 105.2 Work exempt from permit.** Exemptions from permit  
21 requirements of this code shall not be deemed to grant authorization for any work  
22 to be done in any manner in violation of the provisions of this code or any other  
23

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

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" 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 and the North Dakota State Wiring Standards as provided by Chapter 43-09 of the North Dakota Century Code. Wherever the term "Special Flood Hazard Area" is used, it shall be defined pursuant to Article 21-06 of the Fargo Municipal Code relating to Flood Plain Management and the 1975 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.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

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 from outside this jurisdiction 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.

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 \$1,000.00; 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. \_\_\_\_\_

Section 4. Effective Date.

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

(SEAL)  
Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

First Reading:  
Second Reading:  
Final Passage:  
Publication:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE REPEALING AND RE-ENACTING CHAPTER 21.3 OF THE  
FARGO MUNICIPAL CODE RELATING TO THE  
INTERNATIONAL ENERGY CONSERVATION CODE

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 Century 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 purpose; 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. Repeal.

Chapter 21.3 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 2. Re-enactment.

Chapter 21.3 of the Fargo Municipal Code is hereby re-enacted to read as follows:

CHAPTER 21.3

INTERNATIONAL ENERGY CONSERVATION CODE

Article

21.3-01

International Energy Conservation Code--Adoption--Amendments, §§  
21.3.-0101 to 21.3-0102

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

ARTICLE 21.3-01

Section

21.3-0101 Adoption of International Energy Conservation Code

21.3-0102 Amendment to International Energy Conservation Code

21.3-0101. Adoption of International Energy Conservation Code by Reference.-- There is hereby adopted by reference by the Board of City Commissioners, for the purpose of prescribing regulations governing standards, relative to housing in the city of Fargo, that certain code known as the International Energy Conservation Code recommended and compiled by the International Code Council, being particularly the 2018 Edition thereof, a copy of which is on file in the office of the City Auditor, and the same is hereby adopted and incorporated as fully as if set out in length herein, and from the date on which this ordinance shall take effect, the provisions thereof shall be controlling within the limits of the city, and within the extra-territorial zoning jurisdiction of the city.

21.3-0102. Amendment to International Energy Conservation Code.--The International Energy Conservation Code as adopted in Section 21.3-0101 is hereby changed and amended as follows:

**Section C101.1** is hereby amended to read as follows:

**C101.1 Title.** These provisions shall be known as the *Energy Conservation Code* of ~~[NAME OF JURISDICTION]~~ the city of Fargo, and shall be cited as such. It is 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 *Energy Conservation Code* of ~~[NAME OF JURISDICTION]~~ the city of Fargo, and shall be cited as such. It is referred to herein as "this code."

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

**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 <sup>c</sup> Wall R-Value
6	###	20+5 <sup>h</sup> or 13 + 10 <sup>h</sup> 21 or 13+5h,i	###	15/19 10/13
7 and 8	###	20+5 <sup>h</sup> or 13 + 10 <sup>h</sup> 21 or 13 + 5h,i	###	15/19 10/13

[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	###	0.045 0.057	###	0.050 0.059
7 and 8	###	0.045 0.057	###	0.050 0.059

[Balance of Table remains the same.]

**Section 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 Sections R402.4.1 through R402.4.5. 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 and 2, and three air changes per hour in Climate Zones 3 through 8.*

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**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, entitled "Air Barrier and Insulation Installation," 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, ~~or plenums~~.

**Section R403.6** is hereby amended to read as follows:

**R403.6 Mechanical Ventilation (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	<p>The air leakage rate at a pressure of 0.2 inch w.g. (50 Pa) shall be</p> <p><i>Climate Zones 1 through 8: and 2: 5 air changes per hour</i></p> <p><i>Climate Zones 3 through 8: 3 air changes per hour.</i></p> <p>Balance is unchanged.</p>	<p><u>For residences that are not tested, the same air leakage rate as the standard reference design. For tested residences, the measured air exchange rate<sup>a</sup>.</u></p> <p>Balance is unchanged.</p>

[Balance of Table remains the same.]

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FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

Section 3. Penalty.

1           A person who willfully violates this ordinance is guilty of an infraction. Every  
2 person, firm or corporation violating an ordinance which is punishable as an infraction  
3 shall be punished by a fine not to exceed \$1,000.00; the court to have power to suspend  
4 said sentence and to revoke the suspension thereof.

Section 4. Effective Date.

5           This ordinance shall be in full force and effect from and after its passage,  
6 approval and publication.

7  
8  
9 (SEAL)

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

10 Attest:

First Reading:  
Second Reading:  
Final Passage:  
Publication:

11  
12 \_\_\_\_\_  
Steven Sprague, City Auditor

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTION 30-0106 OF ARTICLE 30-01  
OF CHAPTER 30 OF THE FARGO MUNICIPAL CODE  
RELATING TO THE INTERNATIONAL MECHANICAL CODE

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 Century 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 purpose; 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. Repeal.

Section 30-0106 of Article 30-01 of Chapter 30 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 2. Re-enactment.

Section 30-0106 of Article 30-01 of Chapter 30 of the Fargo Municipal Code is hereby re-enacted to read as follows:

30-0106. Standards adopted.--The following standards are hereby adopted for all heating, air conditioning and other gas, oil, or coal consuming appliances:

- A. All heating, air conditioning, or other gas, oil, or coal consuming appliances for either domestic or commercial use installed in the city of Fargo shall bear a seal of approval from the American Gas Association, American Standards Association, Underwriters Laboratories, or other nationally recognized testing laboratory.

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FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

- B. The International Mechanical Code, sponsored by the International Code Council, 2018 Edition, is hereby adopted as the mechanical code for the city of Fargo from the date on which this ordinance shall take effect, the provisions thereof shall be controlling within the limits of the city, and within the extra-territorial zoning jurisdiction of the city, with the following amendments:

**Section 101.1** is hereby amended to read as follows:

**101.1 Title.** These regulations shall be known as the *Mechanical Code* of ~~[NAME OF JURISDICTION]~~ 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 103.4.1** is hereby amended to read as follows:

**103.4.1 Legal Defense.** 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 hereby amended to read as follows:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

1 **106.5.2 Fee schedule.** The fees for mechanical work shall be as indicated in the  
2 following schedule as established by resolution of the board of city  
3 commissioners.

4 **Section 106.5.3** is hereby amended to read as follows:

5 **106.5.3 Fee refunds.** The code official shall authorize the refunding of  
6 fees as follows.

- 7 1. The full amount of any fee paid hereunder which was erroneously  
8 paid or collected.
- 9 2. Not more than ~~[SPECIFY PERCENTAGE]~~ eighty percent (80%)  
10 of the permit fee paid when no work has been done under a permit  
11 issued in accordance with this code.
- 12 3. Not more than ~~[SPECIFY PERCENTAGE]~~ eighty percent (80%)  
13 of the plan review fee paid when an application for a permit for  
14 which a plan review fee has been paid is withdrawn or canceled  
15 before any plan review effort has been expended.

16 **Section 201.3** is hereby amended to read as follows:

17 **201.3 Terms defined in other codes.** Where terms are not defined in this code  
18 and are defined in the *International Building Code*, *International Fire Code*,  
19 *International Fuel Gas Code*, or the ~~*International Plumbing Code*~~ *North Dakota*  
20 *State Plumbing Code*, such terms shall have meanings ascribed to them as in those  
21 codes.

22 **Section 305.4** is hereby amended to read as follows:

23 **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-58. 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

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polyethylene, polyethylene, ABS, CPVC, PVC, or polypropylene pipe or tubing. 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 Plumbing Code~~ 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 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~~

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~~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 505.4** is hereby amended to read as follows:

**505.4 Makeup air required.** Exhaust hood systems capable of exhausting in excess of 400 cfm (0.19 m<sup>3</sup>/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 maximum makeup airflow or both 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 Makeup Air.** Compensating hoods shall extract at least forty percent (40%) of the required exhaust air flow from the kitchen area.

**Section 701.3** is hereby added to read as follows:

**701.3 Attic space.** Attic space may 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 Plumbing Code~~ North Dakota State Plumbing Code.

**Section 1006.6, Item 13** is hereby amended to read as follows:

**1006.6, Item 13**

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13. Be constructed of those materials listed in ~~Section 605.4~~ of the ~~International Plumbing Code~~ 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 Plumbing Code~~ North Dakota State Plumbing Code.

**Section 1104.2** Exceptions are 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, and 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 room 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.** New Hhydronic 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.

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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 \$1,000.00; the court to have power to suspend said sentence and to revoke the suspension thereof.

Section 4. Effective Date.

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

(SEAL)

Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor

\_\_\_\_\_  
Timothy J. Mahoney, Mayor

First Reading:  
Second Reading:  
Final Passage:  
Publication:

OFFICE OF THE CITY ATTORNEY  
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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE REPEALING AND RE-ENACTING ARTICLE 30.1-01 OF  
CHAPTER 30.1 OF THE FARGO MUNICIPAL CODE  
RELATING TO THE INTERNATIONAL FUEL GAS CODE

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 Century 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 purpose; 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. Repeal.

Article 30.1-01 of Chapter 30.1 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 2. Re-enactment.

Article 30.1-01 of Chapter 30.1 of the Fargo Municipal Code is hereby re-enacted to read as follows:

CHAPTER 30.1

INTERNATIONAL FUEL GAS CODE

Article  
30.1-01

International Fuel Gas Code—Adoption—Amendments, §§ 30.1-0101 to  
30.1-0102

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ARTICLE 30.1-01

INTERNATIONAL FUEL GAS CODE – ADOPTION

Section

30.1-0101 Adoption of International Fuel Gas Code by Reference

30.1-0102 Amendment to International Fuel Gas Code

30.1-0101. Adoption of International Fuel Gas Code by Reference.—There is hereby adopted by reference by the Board of City Commissioners, for the purpose of prescribing regulations governing standards, relative to housing in the City of Fargo, that certain code known as the International Fuel Gas Code sponsored by the International Code Council, being particularly the 2018 Edition thereof, a copy of which is on file in the office of the City Auditor, and the same is hereby adopted and incorporated as fully as if set out in length herein, and from the date on which this ordinance shall take effect, the provisions thereof shall be controlling within the limits of the city, and within the extra-territorial zoning jurisdiction of the city.

30.1-0102. Amendment to International Fuel Gas Code.—The International Fuel Gas Code as adopted in Section 30.1-0101 is hereby changed and amended as follows:

**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 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 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.

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

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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 work shall be as indicated in the following schedule as established by resolution of the 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 ~~[SPECIFY PERCENTAGE]~~ eighty percent (80%) of the permit fee paid when no work has been done under a permit issued in accordance with this code.
3. Not more than ~~[SPECIFY PERCENTAGE]~~ eighty percent (80%) 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

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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.~~

~~5.3.~~ 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.

~~6.4.~~ A clothes dryer is installed in a residential bathroom or toilet room having a permanent opening with an area of not less than 100 square inches (0.06 m<sup>2</sup>) that communicates with a space outside of a sleeping room, bathroom, toilet room or storage closet.

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 1 square inch per 4,000 Btu/h (550 mm<sup>2</sup>/kW) of total input rating of all appliances in the enclosure [see Figures 304.6.1(1) and 304.6.1(2)].

\* \* \*

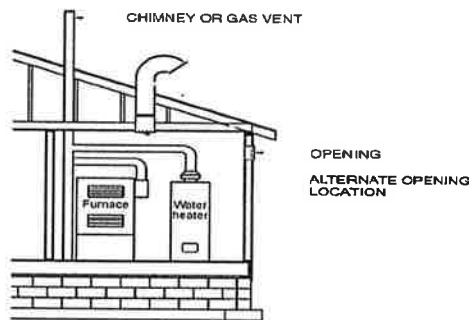
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Figure 304.6.1 (1) is hereby deleted in its entirety.

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 (734 mm<sup>2</sup>/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.

\* \* \*

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Section 403.3 is hereby amended to read as follows:

1       **403.3 Other materials.** Material not covered by the standards specifications  
2       listed herein shall be investigated and tested to determine that it is safe and  
3       suitable for the proposed service, and, in addition, shall be recommended for that  
4       service by the manufacturer and shall be *approved* by the code official. Listed  
5       LPG hose may be used with natural gas when used for temporary heating at a  
6       maximum length of 50 feet.

Section 403.10.1.1 is hereby added to read as follows:

6       **403.10.1.1** Gas supply systems with pressures 5 psig or greater and gas pipe joints  
7       2 ½ inches or larger, regardless of pressure, shall be welded.

Section 403.10.5 is hereby amended to read as follows:

9       **403.10.5 Metallic fittings.** Metallic fittings shall comply with the following:

- 10       1.       Threaded fittings in sizes ~~larger than 4 inches (102 mm)~~ 2 ½ inches  
11       or larger shall not be used except where approved.

12       \*     \*     \*

Section 406.4 is hereby amended to read as follows:

15       **406.4 Test pressure measurement.** Test pressure shall be measured with a  
16       manometer or with a pressure-measuring device designed and calibrated to read,  
17       record or indicate a pressure loss caused by leakage during the pressure test  
18       period. The source of pressure shall be isolated before the pressure tests are  
19       made. ~~Mechanical gauges used to measure test pressures shall have a range such~~  
20       ~~that the highest end of the scale is not greater than five times the test pressure.~~  
21       Dial gauges used to measure test pressures shall be performed with gauges of 2  
22       psi incrimination or less and have a range not exceeding 100 psi unless otherwise  
23       approved.

Section 406.4.1 is hereby amended to read as follows:

21       **406.4.1 Test pressure.** The test pressure to be used shall be no less than 1 ½  
22       times the proposed maximum working pressure, but not less than ~~3 psig (20 kPa~~  
23       ~~gauge).~~ 25 psig irrespective of design pressure. Where the test pressure exceeds

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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 *piping* 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 read as follows:

**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 C315 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 UL 1777.

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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 detailed in Section 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.~~ Where dryer exhaust ducts are enclosed in wall or

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ceiling cavities, such cavities shall allow the installation of the duct without deformation.

**Section 621** is hereby deleted in its entirety.

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 \$1,000.00; the court to have power to suspend said sentence and to revoke the suspension thereof.

Section 4. Effective Date.

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

(S E A L)

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:  
Publication:

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE REPEALING AND RE-ENACTING ARTICLE 31-01  
OF CHAPTER 31 OF THE FARGO MUNICIPAL CODE  
RELATING TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE

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 Century 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 purpose; 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. Repeal.

Article 31-01 of Chapter 31 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 2. Re-enactment.

Article 31-01 of Chapter 31 of the Fargo Municipal Code is hereby re-enacted to read as follows:

ARTICLE 31-01

ADOPTION OF INTERNATIONAL PROPERTY MAINTENANCE CODE

Section	
31-0101	Adoption of International Property Maintenance Code by Reference
31-0102	Amendment to International Property Maintenance Code

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31-0101. Adoption of International Property Maintenance Code by Reference.--There is hereby adopted by reference by the board of city commissioners, for the purpose of prescribing regulations governing standards, relative to housing in the city of Fargo, that certain code known as the International Property Maintenance Code recommended and compiled by the International Code Council, being particularly the 2018 Edition--thereof, a copy of which is on file in the office of the city auditor, and the same is hereby adopted and incorporated as if fully set forth herein, and from the provisions thereof shall be controlling within the limits of the city and within the extra-territorial zoning jurisdiction of the city.

31-0102. Amendment to International Property Maintenance Code.--The International Property Maintenance Code as adopted in §31-0101 is hereby changed and amended as follows:

**Section 101.1** is hereby amended to read as follows:

**101.1 Title.** These regulations shall be known as the *International 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 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

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E. Fourth and continuing Re-inspections. - As to the fourth and any subsequent re-inspection, a fee of \$100

Section 111.2 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. The *code official* shall be an ex-officio member but shall not vote on any matter before the board. The board shall be pointed by the ~~chief appointing authority~~ board of city commissioners, and shall serve staggered and overlapping terms.

Section 111.2.1 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. Alternate members shall possess the qualifications required for board membership.

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 line 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 Fuel Gas Code, International Mechanical Code, International Plumbing Code, International Residential Code, International*

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~~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 and N.D. Admin. Code § 62-03.1-01. Throughout this code, wherever reference is made to the NFPA 70, it shall be taken to mean the National Electrical Code and Chapter 43-09 of the North Dakota State Wiring Standards.

**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 provided by city ordinance, 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.

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1       **Section 602.3** is hereby amended to read as follows:

2               **602.3 Heat supply.** Every *owner* and *operator* of any building who rents, leases or  
3               lets one or more *dwelling units*, or *sleeping units* on terms, either expressed or  
4               implied, to furnish heat to the *occupants* thereof shall supply heat during the period  
5               from {DATE} September 15<sup>th</sup> to {DATE} June 1<sup>st</sup> to maintain a temperature of not  
6               less than 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms*.

7       **Section 602.4** is hereby amended to read as follows:

8               **602.4 Occupiable work spaces.** Indoor occupiable work spaces shall be supplied  
9               with heat during the period from {DATE} September 15<sup>th</sup> to {DATE} June 1<sup>st</sup> to  
10              maintain a minimum temperature of 65°F (18°C) during the period the spaces are  
11              occupied.

12       **Section 703.7** is hereby deleted in its entirety.

13               **Section 3. Penalty.**

14               A person who willfully violates this ordinance is guilty of an infraction. Every  
15               person, firm or corporation violating an ordinance which is punishable as an infraction shall  
16               be punished by a fine not to exceed \$1,000.00; the court to have power to suspend said  
17               sentence and to revoke the suspension thereof.

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1     Section 4. Effective Date.

2             This ordinance shall be in full force and effect from and after its passage, approval  
3     and publication.

4  
5  
6     (SEAL)

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

7     Attest:

8  
9  
10    \_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:  
Publication:

OFFICE OF THE CITY ATTORNEY  
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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE REPEALING AND RE-ENACTING SECTIONS 9-0701 AND 9-0704  
OF ARTICLE 9-07 OF CHAPTER 9 OF THE FARGO MUNICIPAL CODE  
RELATING TO FIRE PROTECTION AND PREVENTION

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 Century 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 purpose; 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. Repeal.

Sections 9-0701 and 9-0704 of Article 9-07 of Chapter 9 of the Fargo Municipal Code are hereby repealed in their entirety.

Section 2. Re-enactment.

Sections 9-0701 and 9-0704 of Article 9-07 of Chapter 9 of the Fargo Municipal Code are hereby re-enacted to read as follows:

9-0701. International Fire Code--Adoption.--There is hereby adopted by reference by the board of city commissioners, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain code known as the International Fire Code being particularly the 2018 Edition thereof and all subsequent revisions and additions thereto; save and except such portions as are hereinafter deleted, modified, or amended by ordinance or in accordance with the provisions of section 9-0704, a copy of said code is on file in

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1 the office of the chief of the Fargo Fire Department and the same is hereby adopted and  
2 incorporated as fully as if set out in length herein, and from the date on which this ordinance  
shall take effect, the provisions thereof shall be controlling within the limits of the city, and  
within the extra-territorial zoning jurisdiction of the city.

3 9-0704. Modification of International Fire Code.--The International Fire Code as adopted  
4 in Section 9-0701 is hereby changed and amended as follows:

5 **Section 101.1** is hereby amended to read as follows:

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

8 **Section 102.1 Subsection 3** is hereby deleted in its entirety.

9 **Section 102.6** is hereby amended to read as follows:

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

15 **Section 103.4** is hereby amended to read as follows:

16 **Section 103.4 Liability.** The *fire code official*, member of the board of appeals, officer  
17 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  
18 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  
19 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  
20 omission performed by that officer or employee in the lawful discharge of duties and  
21 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

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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:

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

**Section 105.6.16 Flammable and combustible liquids.**

An operational permit is required:

\* \* \*

2. To store, handle or use Class 1A 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

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excess of ~~10 gallons (37.9 L)~~ outside of a building, except that a permit is not required for the following:

\* \* \*

3. 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** 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** is hereby deleted in its entirety.

**Section 105.6.34** is hereby amended to read as follows:

**Section 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** is hereby deleted in its entirety.

**Section 105.6.38** is hereby deleted in its entirety.

**Section 105.6.43** is hereby amended to read as follows:

**Section 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 hereby amended to read as follows:

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**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 (37m<sup>2</sup>) 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:

**Section 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 2,000 gallons water capacity or the aggregate capacity of containers is more than 4,000 gallons in water capacity. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

**Section 105.7.17** is hereby deleted in its entirety.

**Section 105.7.18** is hereby deleted in its entirety.

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1     **Section 105.7.19** is hereby deleted in its entirety.

2     **Section 105.7.20** is hereby deleted in its entirety.

3     **Section 105.7.21** is hereby deleted in its entirety.

4     **Section 105.7.22** is hereby deleted in its entirety.

5     **Section 105.7.24** is hereby deleted in its entirety.

6     **Section 105.7.25** is hereby deleted in its entirety.

7     **Section 110.4** is hereby amended in part to read as follows:

8  
9         **Section 110.4 Violation penalties.** Persons who shall violate a provision of this code or  
10         shall fail to comply with any of the requirements thereof or who shall erect, install, alter,  
11         repair or do work in violation of the *approved construction documents* or directive of the  
12         *fire code official*, or of a permit or certificate used under provisions of this code, shall be  
13         guilty of an ~~[SPECIFY OFFENSE] infraction, punishable by a fine of not more than~~  
14         ~~[AMOUNT] dollars or by imprisonment not exceeding [number of days], or both such~~  
15         ~~fine and imprisonment.~~ Each day that a violation continues after due notice has been  
16         served shall be deemed a separate offense.

17     **Section 112.4** is hereby amended to read as follows:

18  
19         **Section 112.4 Failure to comply.** Any person who shall continue any work after having  
20         been served with a stop work order, except such work as that person is directed to  
21         perform to remove a violation or unsafe condition, shall be liable to a fine of not less than  
22         ~~[AMOUNT]~~ or more than ~~[AMOUNT]~~ five hundred (\$500.00) dollars.

23     **Section 308.1.4** is hereby amended to read as follows:

**Section 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.

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**Exceptions:**

1. One- and two-family *dwelling*s.
2. Where buildings, balconies and decks are protected by an *automatic sprinkler system*.
3. LP-gas cooking devices having LP-gas container with a water capacity not greater than ~~2 1/2 pounds [nominal 1 pound (0.454 kg)]~~ 47.8 pounds [nominal 20 pounds (9 kg)] LP-gas capacity].

**Section 308.3** is hereby amended by adding the following subsection 1.4 to exception 1:

**Section 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:

**Section 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 hereby amended to read as follows:

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**Section 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 Sections 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 set forth in Article 8-10 and Section 9-0705 of the Fargo Municipal Code.

**Section 510.1** is hereby amended to read as follows:

**Section 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, measured at the exterior of the building. This section shall not require improvement of the existing public safety communication systems.

**Section 806.1.1** is hereby amended by adding the following exception:

**Exceptions:**

\* \* \*

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 hereby amended to read as follows:

**Section 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, unless otherwise permitted by Sections 903.3.1.2 or 903.3.1.3 and other chapters of this code, as applicable.

**Section 905.1.1** is hereby enacted as follows:

**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.

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Section 907.8.3 is hereby deleted in its entirety.

Section 1009.8.1 is hereby amended to read as follows:

**Section 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 is hereby amended to add subsection 7 as follows:

**Section 1010.1.9.4 Locks and latches.** Locks and latches shall be permitted to prevent operation of doors where any of the following exist:

\* \* \*

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 are hereby amended in part to read as follows:

**Exceptions:**

\* \* \*

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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 ~~7 ¾ inches (197 mm)~~ 8 inches; the minimum tread depth shall be ~~10 inches (254 mm)~~ 9 inches; the minimum *winder* tread depth at the walkline shall be 10 inches (254 mm); and the minimum *winder* tread depth shall be 6 inches (152 mm). A *nosing* projection not less than ¾ inch (19.1 mm) but not more than 1 ¼ inches (32 mm) shall be provided on *stairways* with solid risers where the tread depth is less than 11 inches (279 mm).

\* \* \*

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.

**Section 2303.1** is hereby amended by adding the following subsection as follows:

**Section 2303.1 Location of dispensing devices.** Dispensing devices shall be located as follows:

\* \* \*

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 hereby amended to read as follows:

**Section 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** is hereby amended to read as follows:

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**Section 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 hereby amended to read as follows:

**Section 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 hereby amended by adding the following subsection as follows:

**Section 5704.2.13.1.4 Tanks abandoned in place.** Tanks abandoned in place shall be as follows:

\* \* \*

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 hereby amended to read as follows:

**Exceptions:**

1. Where natural ventilation can be shown to be effective for the materials used, dispensed or mixed.
2. When approved by the fire 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 hereby amended to read as follows:

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1       **Section 5806.2 Limitations.** Storage of flammable *cryogenic fluids* in stationary  
2       containers outside of buildings is prohibited within the limits established by law as the  
3       limits of districts in which such storage is prohibited. Stationary containers shall be  
4       installed only in areas zoned industrial or limited industrial and shall be located at least  
5       300 feet from all non-industrial zoning districts.

6       **Section 6103.2.1.6** is hereby amended to read as follows:

7       **Section 6103.2.1.6 Use with self-contained torch assemblies.** Portable LP-gas  
8       containers are allowed to be used to supply *approved* self-contained torch assemblies or  
9       similar appliances. Such containers shall not exceed a water capacity of ~~2 ½ pounds (1~~  
10      ~~kg)~~ 12 pounds.

11      **Section 6104.2** is hereby amended to read as follows:

12      **Section 6104.2 Maximum capacity within established limits.** Within the limits  
13      established by law restricting the storage of liquefied petroleum gas for the protection of  
14      heavily populated or congested areas, the aggregate capacity of any one installation shall  
15      not exceed 2,000 gallons (7570 L). Unprotected tanks with a water capacity exceeding  
16      2,000 gallons shall be installed only in Limited Industrial, "LI", or General Industrial,  
17      "GI", zoning districts and shall be located at least 300 feet from any zoning district other  
18      than said LI or GI zoning district.

19      **Appendix B "Fire-Flow Requirements for Buildings"** is hereby adopted and enacted in its  
20      entirety.

21      **Appendix C "Fire Hydrant Locations and Distribution"** is hereby adopted and enacted in its  
22      entirety.

23      **Appendix D "Fire Apparatus Access Roads"** is hereby adopted and enacted, except **D103.1** is  
hereby deleted in its entirety.

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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 \$1,000.00; the court to have power to suspend said sentence and to revoke the suspension thereof.

Section 4. Effective Date.

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

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:  
Publication:

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2a

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTION 22-0301 OF ARTICLE 22-03  
OF CHAPTER 22 OF THE FARGO MUNICIPAL CODE RELATING  
TO PLUMBING CODE

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 I. Amendment.

Section 22-0301 of Article 22-03 of Chapter 22 of the Fargo Municipal Code is hereby amended to read as follows:

Water services shall consist of standard ~~cast iron pipe or~~ copper pipe which shall conform to the latest revision ASTM Specification B88-33 for underground services known as type "K" or type "L" soft tubing, or ASTM Specification F876 for underground services known as Cross-linked Polyethylene PEXa tubing for services two inches in diameter or less. An approved tracer wire must be installed with PEXa tubing to the curb box, following city specifications, to facilitate locating the water line. No service shall be constructed from a main for any purpose of greater capacity than 50% than that of the main and in no case larger than eight inches in diameter. Services one and one-half inches in diameter or less shall be of copper pipe. Taps in mains may be up to one and one-half inches in diameter except on mains six inches in size or less when taps larger than one inch will not be permitted.

Services one and one-quarter inches and one and one-half inches shall be connected to the

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main by using an approved saddle. On services larger than two inches, a four-inch gate valve ~~shall~~ may be used as the shutoff, or two inch PEXa tubing is permitted.

Services larger than two inches shall be of standard ~~cast iron or copper pipe~~ C900 PVC SDR 18 connected to the main by a "~~Smith~~ tapping sleeve and valve" or equal or a tee. Gate valves smaller than four inches shall not be used and any service less than four inches in size shall have a four-inch gate valve with proper reducers to meet service size.

In renewing or constructing a larger service to any premises, a permit for such work will not be issued unless the abandoned service ~~be~~ is closed at the corporation.

All services shall have minimum depth of seven feet below finished grade and shall have a stop or curb cock fitted with a box, set between the sidewalk and curb and the top of such box to the grade of the sidewalk.

The city water department maintains and repairs all existing services between the corporation and the curb cock only. On services larger than four inches, the gate valve that is tapped of the water main will be considered the curb cock for that service.

The city shall have the right to enter any premises at reasonable times and as necessary to inspect, maintain, repair or terminate the plumbing system when located on private property.

Services shall be fitted with a standard ~~compression stop and waste cock~~ Ball valve adjacent to and on the street side of the meter. An additional valve shall be provided on the house side of the meter when larger than five-eighths inch in size.

For meters one and one-half inches in size, or over, a bypass shall be required with a suitable valve on each side of the meter and a valve in the bypass and also a valve on the service as it enters the building.

Upon completion of a plumbing installation and test, where no service meter exists, the plumber shall close the water service at the curb cock and it shall remain closed until application for a meter shall have been made by the general contractor or the owner and the meter installed by the water department.

A separate and independent water connection shall be provided from the main for each building or subdivision thereof when such subdivisions are under separate ownership.

For duplex dwellings or subdivisions of buildings under single ownership, a shutoff shall be

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

provided for each subdivision at a point between the public sidewalk and the curb, which may be done by branching from a single service at the curb. When existing services to buildings of the latter classification do not conform to these regulations, the owner of such building shall be held responsible for the payment of water charges.

Section 2. Effective Date

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

(SEAL)

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

26

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTION 16-0105 OF ARTICLE 16-01  
OF CHAPTER 16 OF THE FARGO MUNICIPAL CODE RELATING  
TO WATERWORKS SYSTEM

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 16-0105 of Article 16-01 of Chapter 16 of the Fargo Municipal Code is hereby amended to read as follows:

All new services or larger replacement services, including the necessary pavement and sidewalk cuts and replacement thereof, shall be constructed by licensed plumbers engaged by the owner and at the owner's expense. The city water department repairs and maintenance maintains of such existing services between the corporation and the curb cock only. up to the property line shall be performed by the water department. Any repairs or maintenance from the curb cock to the structure, inside the property line shall be the sole responsibility of the owner of the premises.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

Section 2. Effective Date

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

(SEAL)

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

29

ORDINANCE NO. \_\_\_\_\_

1 AN ORDINANCE ANNEXING A CERTAIN PARCEL OF LAND  
2 LYING IN THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 138 NORTH,  
3 RANGE 49 WEST, IN CASS COUNTY, NORTH DAKOTA

4 WHEREAS, A Petition for Annexation has been submitted by the owners of not less than  
5 three-fourths in assessed value of the property described in said Petition for Annexation to the City  
6 of Fargo, Cass County, North Dakota, in accordance with Section 40-51.2-03 N.D.C.C.; and,

7 WHEREAS, Public notice of the submission of such Petition has been given by publication  
8 in The Forum as required by Section 40-51.2-05 N.D.C.C.; and,

9 WHEREAS, Said Section 40-51.2-03 N.D.C.C. requires that such annexation be  
10 accomplished by ordinance,

11 NOW, THEREFORE,

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

13 Section 1. The following described property located in the Southeast Quarter of Section 11,  
14 Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County North Dakota,  
15 is hereby annexed to the City of Fargo, Cass County, North Dakota:

16 Auditor's Lots One (1) and Two (2) of the Northeast Quarter of Section 11, Township 138  
17 North, Range 49 West, 5<sup>th</sup> Principal Meridian, Cass County, North Dakota.

18 AND

19 That part of the Northwest Quarter of Section 11, Township 138 North, Range 49 West,  
20 5<sup>th</sup>/Principal Meridian, Cass County, North Dakota, that lies east of the east right of way  
21 line of Interstate Highway 29.

22 Said tract contains 171.972 acres, more or less.  
23

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

Section 2. Effective Date.

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

CITY OF FARGO

By \_\_\_\_\_  
Timothy J. Mahoney, its Mayor

ATTEST

\_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

2d

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND  
LYING IN SELKIRK PLACE FIRST ADDITION  
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in the proposed Selkirk Place First Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on May 7, 2019; and,

WHEREAS, the rezoning changes were approved by the City Commission on July 15, 2019,

NOW, THEREFORE,

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

Section 1. The following described property:

Lots One (1) through Eleven (11), Block 1; Lots One (1) through Eight (8), Block 2; Lots One (1) through Fourteen (14), Block Three (3); Lots One (1) and Two (2), Block Four (4); and Lots One (1) through Four (4), Block Five (5) of Selkirk Place First Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "GC", General Commercial and "AG", Agricultural, District to "SR-2", Single-Dwelling Residential, District;

Section 2. The following described property:

Lots Nine (9) through Eleven (11), Block Two (2) and Lot Five (5), Block Five (5) of Selkirk Place First Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "AG", Agricultural, District to "SR-4", Single-Dwelling Residential, District;

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

Section 3. The following described property:

Lots Twelve (12) through Seventeen (17), Block One (1) of Selkirk Place First Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "AG", Agricultural, District to "P/I", Public and Institutional, District;

Section 4. The following described property:

Lots One (1) and Three (3), Block Six (6) of Selkirk Place First Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "GC", General Commercial, District to "P/I", Public and Institutional, District;

Section 5. The following described property:

Lot Two (2), Block Six (6) of Selkirk Place First Addition to the City of Fargo, Cass County, North Dakota;

currently zoned as a "GC", General Commercial, District shall continue to be zoned as a "GC", General Commercial, District;

Section 6. The City Auditor is hereby directed to amend the zoning map now on file in his office so as to conform with and carry out the provisions of this ordinance.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

Section 7. This ordinance shall be in full force and effect from and after its passage and approval.

(SEAL)

\_\_\_\_\_  
Timothy J. Mahoney, Mayor

Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

(2e)

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND  
LYING IN MADELYN'S MEADOWS SECOND ADDITION  
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in the proposed Madelyn's Meadows Second Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on March 5, 2019; and,

WHEREAS, the rezoning changes were approved by the City Commission on July 15, 2019,

NOW, THEREFORE,

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

Section 1. The following described property:

Lots One (1) through Seventeen (17), Block One (1); Lots One (1) through Sixteen (16), Block Three (3); Lots One (1) through Sixteen (16), Block Four (4); and Lots One (1) through Eight (8), Block Five (5) of Madelyn's Meadows Second Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "AG", Agricultural, District to "SR-4", Single-Dwelling Residential, District;

Section 2. The following described property:

Lots One (1) through Twenty (20), Block Two (2) of Madelyn's Meadows Second Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "AG", Agricultural, District to "SR-5", Single-Dwelling Residential, District;

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

Section 3. The City Auditor is hereby directed to amend the zoning map now on file in his office so as to conform with and carry out the provisions of this ordinance.

Section 4. This ordinance shall be in full force and effect from and after its passage and approval.

(SEAL)

Attest:

\_\_\_\_\_  
Timothy J. Mahoney, Mayor

\_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:

**Office of the City Attorney**

**City Attorney**  
Erik R. Johnson

**Assistant City Attorney**  
Nancy J. Morris

July 25, 2019

Board of City Commissioners  
City Hall  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

Dear Commissioners:

Presented to you for your consideration today is a Renewal Plan for the purpose of completing the burying of the overhead lines on Roberts Alley prepared by Jim Gilmour. Accompanying the Renewal Plan is the anticipated Cost Share Agreement representative of numerous discussions pertaining to the cost associated with burying the electrical and telecommunication lines and connecting the secondary services to the impacted properties. The attached draft is presented in conjunction with Renewal Plan for informational purposes at this time, pending further discussions with Xcel and Kilbourne as to specific terms.

**SUGGESTED MOTION:** I move to receive and file the Cost Share Agreement for the burying of the overhead electrical and telecommunication lines.

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

Sincerely,



Nancy J. Morris  
Assistant City Attorney

NJM/al

## **COST SHARE AGREEMENT**

**THIS AGREEMENT**, made effective the \_\_\_\_ day of \_\_\_\_\_, 2019, between the Xcel Energy, Inc., a North Dakota Corporation (Xcel), Kilbourne Group, LLC, a North Dakota Limited Liability Company (Kilbourne), and the City of Fargo, a North Dakota Municipal Corporation (City) is for cost sharing for expenses related to the burying of the overhead lines and the necessary secondary connections (the "Pilot Project").

**WHEREAS**, Xcel, Kilbourne and the City desire to cost share in a portion of the electrical work necessary to bury the overhead electrical lines on Roberts Alley; and

**WHEREAS**, Kilbourne and City desire to cost share in the work necessary to bury the telecommunication lines; and

**WHEREAS**, the estimated cost of burying the overhead electrical line is approximately \$1,688,065; and

**WHEREAS**, the estimated cost of burying the telecommunication lines is approximately \$567,800; and

**WHEREAS**, the estimated cost of making the secondary connection from the overhead electrical lines is approximately \$1,188,065; and

**WHEREAS**, the Finance Committee recommended approval of this cost share agreement ("Agreement") for the Project in furtherance of the public interest of completing the Pilot Project intended to revitalize the downtown corridor and provide "walkability" in Roberts Alley; and

**WHEREAS**, the City Commission approved the creation of a renewal district and the expenditure of funds for this Pilot Project.

**NOW, THEREFORE**, for good and valuable consideration hereby acknowledged, the parties hereby agree as follows:

1. Xcel shall provide a written estimate of costs associated with burying the primary line, which cost shall be directly borne solely by Xcel.
2. Xcel shall certify that the work to be completed is to be accomplished at its usual and customary rate, employing usual and customary practices for the procurement of the Pilot Project estimate.
3. Kilbourne will be responsible for communication regarding the potential interruption of electric service to customers on both sides of Roberts Alley impacted by the Pilot Project.
4. City will design and contract for the completion of the secondary connections to the newly buried Xcel main line in Roberts Alley from 2<sup>nd</sup> to 4<sup>th</sup> Avenue. The City and Kilbourne will coordinate the secondary connection construction in Roberts Alley from 1<sup>st</sup> to 2<sup>nd</sup> Avenue.

5. Kilbourne shall be responsible for securing access for the City contractor from all of the affected property owners, and will provide such written access permissions prior to the bid for the Pilot Project being let.

6. Kilbourne shall reimburse City the full amount of the secondary line connections to all Kilbourne owned properties adjacent to the Pilot Project that the City contracts for.

7. Kilbourne shall reimburse City or pay directly for any and all costs associated with the telecommunication lines that benefit its properties.

8. This Agreement shall be several, and each party shall be responsible for its respective share of the cost of the Project. No party shall have responsibility beyond the amounts identified herein.

9. Fargo shall not be responsible for damages, if any, asserted by impacted property owners as a result of the Pilot Project.

10. All notices, requests, consents, or other communications required under this Agreement shall be in writing and shall be deemed to have been properly given if served personally or if sent by United States registered or certified mail or overnight delivery service to the Parties as follows (or at such other address as a Party may from time to time designate by notice given pursuant to this section):

To Kilbourne:

with copy to:

To Xcel:

with a copy to:

To the City:

City Auditor  
Fargo City Hall  
225 4th Street  
Fargo, ND 58102

and to:

City Administration Offices  
ATTN: Bruce Grubb, City Administrator  
Fargo City Hall  
225 4th Street  
Fargo, ND 58102

with copy to:

Office of the City Attorney—Fargo  
ATTN: Nancy J. Morris  
505 Broadway, Suite 206  
Fargo, ND 58102

11. If any court of competent jurisdiction declares any provision or part of this Agreement invalid or unenforceable, all remaining terms and provisions of this Agreement will remain binding and enforceable; however, the parties will reconvene negotiations and will reform or replace any invalid, illegal, or unenforceable provision or portion of this Agreement with an alternative provision that is enforceable and bears as close resemblance as possible to any provision determined invalid, illegal, or unenforceable.
12. The covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties' successors and assigns.
13. This Agreement will be construed in accordance with and governed by North Dakota law.
14. None of the parties may transfer or assign this Agreement or any rights or obligations under this Agreement without the express written consent of the other parties.
15. Any modifications or amendments of this Agreement must be in writing and signed by all parties to this Agreement.
16. This Agreement will be construed as if prepared by all three parties.
17. The parties agree to cooperate fully, to execute any and all additional documents, and to take any and all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement and to accomplish the purposes of this Agreement.
18. This Agreement will become effective on the date of execution by the last party to sign.

**XCEL ENERGY, INC., a North Dakota  
Corporation**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**KILBOURNE GROUP, LLC, a North Dakota  
Limited Liability Company**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF FARGO, a North Dakota Municipal Corporation**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Timothy J. Mahoney, M.D., Mayor

ATTEST:

\_\_\_\_\_  
Steve Sprague, City Auditor



4

**Office of the City Attorney**

**City Attorney**  
Erik R. Johnson

**Assistant City Attorney**  
Nancy J. Morris

July 25, 2019

Board of City Commissioners  
City Hall  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

Dear Commissioners:

The city of Fargo owns a parcel of land located 302 42<sup>nd</sup> Street South, Fargo, ND. The front, street facing ½ of the parcel is encumbered by a city of Fargo lift station. An aerial view of the lot is attached to this letter for your information. Fargo has received inquiry from several of the adjoining property owners who have expressed interest in purchasing that portion of the city lot not needed for public purposes, namely approximately 17,400 square feet, outlined in bold on the map. The request was reviewed by city engineering, public works and utilities, and it was determined there are no city services in the back portion of the lot and it is not needed for future city functions.

The discussion out of PWPEC was to approve moving forward with advertising the sale of the property, provided that the some arrangements be made to prevent the lot from being orphaned without a right of way touch. It was determined that requiring the acquiring entity to plat the lot and their adjoining existing lot would best serve this situation. The sale would be further conditioned on the requirement that the L1 zoning apply to all building and activities on the resulting lot.

Fargo Municipal Code § 3-0105 provides for the sale of City property by public sale when the value exceeds \$5,000. Recent valuations of land in the vicinity have suggested a value of \$3.60 sq/foot, resulting in a total value for this parcel of \$62,640. Accordingly, I am presenting for your consideration a Resolution authorizing the Auditor to accept sealed bids pursuant to public notice of sale of the property above described, conditioned on platting, the LI zoning apply to all buildings and activity on the property, and a minimum bid in the amount of \$62,640.

**SUGGESTED MOTION:** I move to adopt a Resolution authorizing the City Auditor to accept sealed bids regarding the sale of the property described as the East 120.00' of the North 145.00' of Lot 8, Block 4 West Park Second Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota, provided the property is platted with adjacent property, LI zoning is maintained, and the minimum bid is equal to or greater than \$62,640.

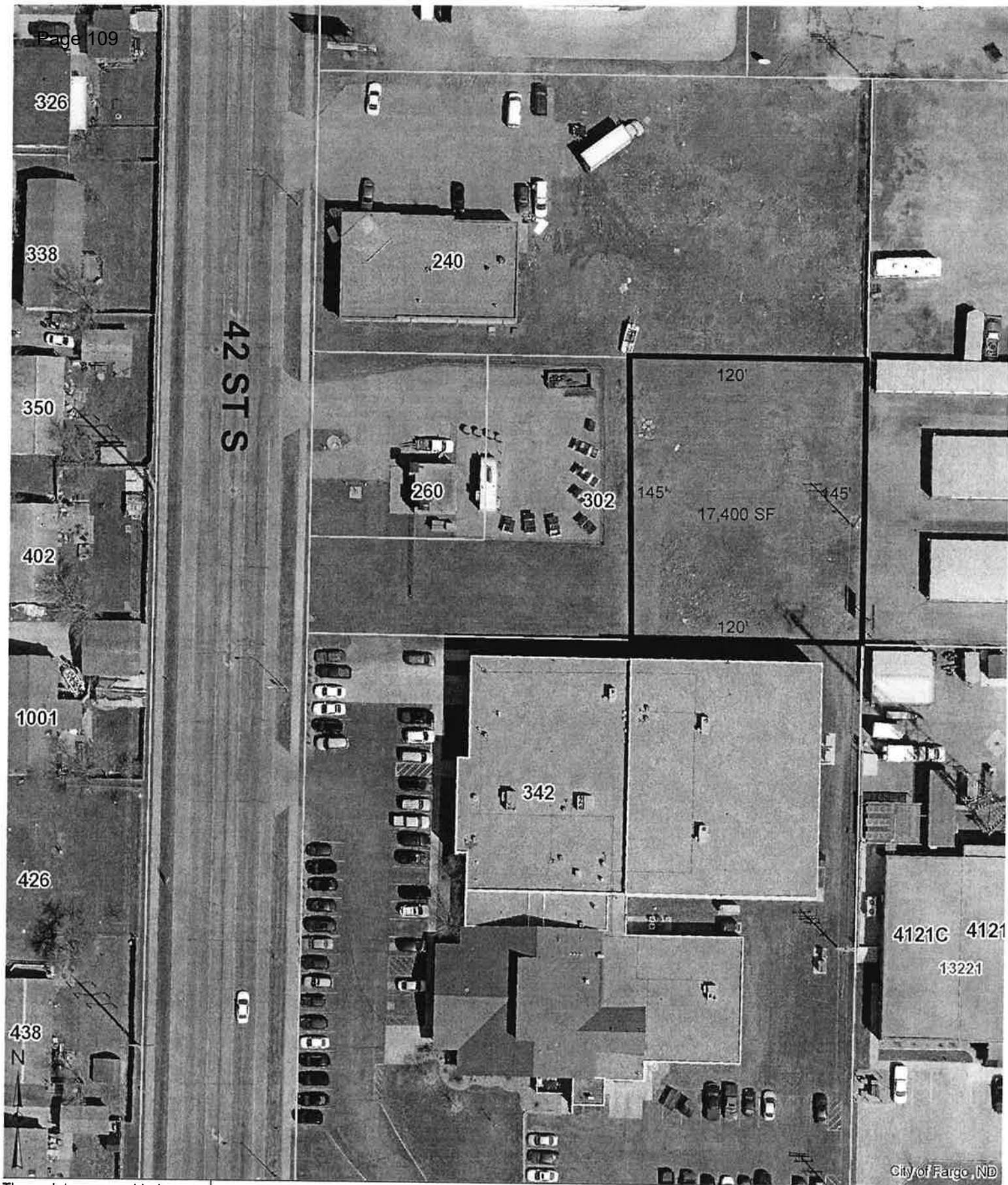
Please feel free to contact me if you have any questions or concerns.

Sincerely,



Nancy J. Morris

cc: Steve Sprague  
Brenda Derrig  
Shawn Bullinger  
Donald Kress



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

302 42nd Street S

1:1,128

6/6/2019 2:56:54 PM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

THE CITY OF  
**Fargo**  
FAR MORE

City of Fargo, ND

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

**RESOLUTION AUTHORIZING SALE OF PROPERTY**

**WHEREAS**, the City of Fargo is the owner of a parcel of land located at 302 42<sup>nd</sup> Street South , Fargo, ND 58102 [hereinafter the "Subject Property"]; and

**WHEREAS**, one or more adjacent property owners have expressed an interest in purchasing a portion of the Subject Property from the City; and

**WHEREAS**, Fargo Municipal Code §3-0105 provides that if the Board of City Commissioners estimates the value of real property to be \$5,000 or more, the property may only be sold by public sale; and

**WHEREAS**, the estimated value of the Subject Property exceeds \$5,000; and

**WHEREAS**, it is the wish and desire of the board of city commissioners that the Subject Property be sold, so that the property can be returned to the tax rolls and put to good use.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF CITY COMMISSIONERS,**

1. The City does not have a present or future use for the Subject Property; and
2. The value of the Subject Property exceeds \$5,000; and
3. The City Auditor is hereby authorized to dispose of the above described property by accepting sealed bids, in accordance with Fargo Municipal Code § 3-0105, provided the following conditions are accomplished:
  - a. Minimum Bid in an amount not less than \$62,640;
  - b. The property is re-platted as a contiguous lot with one or more of the adjacent properties;
  - c. Limited Industrial Zoning is applied to all of the re-platted property.

The motion for the adoption of the foregoing resolution was duly seconded by COMMISSIONER \_\_\_\_\_, and upon roll call vote, the following voted in favor thereof: COMMISSIONERS \_\_\_\_\_. The following were absent and not voting: \_\_\_\_\_, and the following voted against the same: \_\_\_\_\_, whereupon the resolution was declared duly passed and adopted.

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

ATTEST:

\_\_\_\_\_  
Steven Sprague, City Auditor



5a

July 2, 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 1115 12 Ave. S as submitted by Timothy S. & Kim E. Jacobson. 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 \$260 with the City of Fargo's share being \$45.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Hushka". The signature is written in a cursive style with a large, looping initial "B".

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	Timothy & Kim Jacobson		Phone No.	701-306-6032
2. Address of Property	1115 12 Ave S			
	City	FARGO	State	ND Zip Code 58103
3. Legal description of the property for which the exemption is being claimed.	Lt G Blk 2 McLarens Subd, Erskines			
4. Parcel Number	01-1860-00070-000	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).	Kitchen remodel
7. Building Permit No.	8. Year Built 1923
9. Date of Commencement of making the improvement	June 21, 2019 *final cupboards installed
10. Estimated market value of property before improvement	\$
11. Cost of making the improvement (all labor, material and overhead)	\$ 20,000.00
12. Estimated market value of property after improvement	\$

**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 6/22/2019

**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 7/9/19

**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



56

July 3, 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 912 9 Ave. S Unit 1 as submitted by Diane R. Heagle. 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 \$165 with the City of Fargo's share being \$30.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Hushka".

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)

*ATTN: TERESA*

**Property Identification**

1.	Name of Property Owner <u>Diane Heagle</u>	Phone No. <u>(701) 893-5112</u>
2.	Address of Property <u>912 9 Ave S Unit 1</u>	
	City <u>FARGO</u> State <u>ND</u> Zip Code <u>58103</u>	
3.	Legal description of the property for which the exemption is being claimed. <u>Lts 14 &amp; 15 Blk S</u> <u>Anthony Place Condo, Unit 1 Chas A. Roberts</u>	
4.	Parcel Number <u>01-2400-02580-010</u> Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>	
5.	Mailing Address of Property Owner <u>Same</u>	
	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). <u>Kitchen upgrade, recessed lighting</u>		
7.	Building Permit No. _____	8.	Year Built <u>1962</u>
9.	Date of Commencement of making the improvement <u>2018</u>		
10.	Estimated market value of property before improvement	\$	_____
11.	Cost of making the improvement (all labor, material and overhead) \$ <u>12,770.75</u>		
12.	Estimated market value of property after improvement	\$	_____

**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 <u>Diane R. Heagle</u>	Date <u>6-10-19</u>

**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): <u>5 YEARS FOR QUALIFYING WORK</u>		
	Assessor's Signature <u>[Signature]</u>	Date <u>7/9/19</u>	

**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 _____		



50

July 2, 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 1116 12 Ave S. as submitted by Seth J. & Michaela J. Dye. 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 \$200 with the City of Fargo's share being \$35.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Hushka".

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	Seth & Michaela Dye	Phone No.	701-793-1400
2. Address of Property	1116 12 Ave S		
City	FARGO	State	ND Zip Code 58103
3. Legal description of the property for which the exemption is being claimed.	Lt T Blk 2 McLarens Subd., Erskines		
4. Parcel Number	01-1860-00200-000	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).	New architectural shingles
7. Building Permit No.	8. Year Built 1924
9. Date of Commencement of making the improvement	06/01/19
10. Estimated market value of property before improvement	\$
11. Cost of making the improvement (all labor, material and overhead)	\$ 15,277. <sup>00</sup>
12. Estimated market value of property after improvement	\$

**Applicant's Certification and Signature**

I certify that the above information is correct to the best of my knowledge and I apply for this exemption.	
Applicant's Signature	Michaela Dye
Date	6.27.19

**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	Don Hunkler
Date	7/9/19

**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



5d

July 2, 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 1504 2 Ave. S as submitted by Travis W. Buzick. 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 \$630 with the City of Fargo's share being \$105.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Hushka". The signature is fluid and cursive, with a large initial "B" and "H".

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 <u>Travis Buzick</u>	Phone No. <u>218 329 9448</u>
2. Address of Property <u>1504 2<sup>nd</sup> Ave S.</u>	
City <u>FARGO</u>	State <u>ND</u> Zip Code <u>58102</u>
3. Legal description of the property for which the exemption is being claimed. <u>Lot W 1/2 of 1</u> <u>Blk 8 Fullers</u>	
4. Parcel Number <u>01-0980-01140000</u> Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>	
5. Mailing Address of Property Owner <u>7462 Oakport St N</u>	
City <u>Moorhead</u>	State <u>MN</u> Zip Code <u>56560</u>

## **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). <u>New kitchen / 3 baths / electrical / plumbing / shingles / garage door / plaster / paint / flooring etc</u>	
7. Building Permit No. <u>20190215 / BL 20182051</u>	8. Year Built <u>1918</u>
9. Date of Commencement of making the improvement <u>2019</u>	
10. Estimated market value of property before improvement	\$ <del>200,000</del> <u>120 - 160,000</u>
11. Cost of making the improvement (all labor, material and overhead)	\$ <u>70,000</u>
12. Estimated market value of property after improvement	\$ <u>230 - 250,000</u>

## **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 <u>TB</u>	Date <u>6-18-19</u>

## **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): <u>5 YEARS FOR QUALIFYING WORK</u>	
Assessor's Signature <u>Don Hewitt</u>	Date <u>7/9/19</u>

## **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 _____



5e

July 17, 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 1010 8 St. S as submitted by Mukund P. & Sungja L. Sibi. 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 \$80 with the City of Fargo's share being \$15.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Hushka". The signature is written in a cursive, flowing style.

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	SIBI, MUKUND P & SUNGJA L		Phone No.	(701) 936-3537
2. Address of Property	10108 ST S			
City	FARGO	State	ND	Zip Code 58103
3. Legal description of the property for which the exemption is being claimed.	BLOCK Z LOT 18 & 19 & N 6 FT OF 20 ERSKINES			
4. Parcel Number	01-0780-02120-000	Residential	<input checked="" type="checkbox"/>	Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>
5. Mailing Address of Property Owner	10108 ST S			
City	FARGO	State	ND	Zip Code 58103

**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).	Bathroom Remodeling
7. Building Permit No.	190162
8. Year Built	1916
9. Date of Commencement of making the improvement	MARCH 5 <sup>th</sup> , 2019
10. Estimated market value of property before improvement	\$421,700 <sup>00</sup>
11. Cost of making the improvement (all labor, material and overhead)	\$37,000 <sup>00</sup>
12. Estimated market value of property after improvement	\$427,900

**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 <u>Sungja Lee Sibi</u> Date <u>July 10<sup>th</sup>, 2019</u>

**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): <u>5 YEARS FOR QUALIFYING WORK</u>
Assessor's Signature <u>Allen Hunsicker</u> Date <u>7/18/19</u>

**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 _____



5f

July 17, 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 820 2 St. N as submitted by Renee O'Brien. 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 2018, 2019, 2020, 2021, & 2022.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$975 with the City of Fargo's share being \$165.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Hushka". The signature is fluid and cursive.

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 <u>Renee O'Brien</u>	Phone No. <u>701-781-4075</u> <del>701-781-4175</del>
2. Address of Property <u>820 2<sup>nd</sup> St N</u>	
City <u>FARGO</u>	State <u>ND</u> Zip Code <u>58102</u>
3. Legal description of the property for which the exemption is being claimed. <u><del>820 2<sup>nd</sup> St N</del></u> <u>Lot 12 Block 2 addition 3260 (truesdells)</u>	
4. Parcel Number <u>01-3260-00229-000</u> Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>	
5. Mailing Address of Property Owner <u>P.O. Box 12</u>	
City <u>Fargo ND</u>	State <u>ND</u> Zip Code <u>58102</u>

**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). <u>- Gutted <sup>inside</sup> house - rewired, Reinsulated, sheetrock. - new Kitchen - new bathrooms - new flooring - new windows</u>	
7. Building Permit No. <u>BL20152211</u>	8. Year Built <u>1902</u>
9. Date of Commencement of making the improvement <u>July 2017</u>	
10. Estimated market value of property before improvement	\$ <u><del>113,000</del> 94,000</u>
11. Cost of making the improvement (all labor, material and overhead)	\$ <u>75,000</u>
12. Estimated market value of property after improvement	\$ <u><del>170,000</del> 150,000</u>

**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 <u>Renee B</u>	Date <u>7-8-19</u>

**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): <u>5 YEARS FOR QUALIFYING WORK</u>	
Assessor's Signature <u>Don Nussba</u>	Date <u>7/18/19</u>

**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 _____



59

July 17, 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 1110 3 Ave. N Unit 540E as submitted by Sadiah & Sameyah Khan. 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 \$325 with the City of Fargo's share being \$55.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Hushka". The signature is fluid and cursive.

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 <u>SADIAH &amp; SAMEYAH KHAN</u>	Phone No. _____
2.	Address of Property <u>1110 3 AVE N UNIT 504 E</u>	
	City <u>FARGO</u>	State <u>ND</u> Zip Code <u>58102</u>
3.	Legal description of the property for which the exemption is being claimed. <u>TOWERS CONDO UNIT 504E</u>	
4.	Parcel Number <u>01-2382-03834-040</u> Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>	
5.	Mailing Address of Property Owner <u>1110 3 AVE N UNIT 504 E</u>	
	City <u>FARGO</u>	State <u>ND</u> Zip Code <u>58102</u>

**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). <u>UNIT REMODEL INCLUDING ALL FLOORING, BATHROOM ELECTRICAL, KITCHEN COUNTERTOPS</u>	
7.	Building Permit No. _____	8. Year Built <u>1978</u>
9.	Date of Commencement of making the improvement <u>7/1/18</u>	
10.	Estimated market value of property before improvement	\$ <u>107,000</u>
11.	Cost of making the improvement (all labor, material and overhead)	\$ <u>25,000</u>
12.	Estimated market value of property after improvement	\$ <u>138,100</u>

**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 <u>Sadiyah Khan</u>	Date <u>7/2/19</u>

**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): <u>5 YEARS FOR QUALIFYING WORK</u>	
Assessor's Signature <u>Don Qualls</u>	Date <u>7/18/19</u>

**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

5h

July 17, 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 1250 5 St. N as submitted by Justin & Elizabeth Frye. 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 \$285 with the City of Fargo's share being \$50.

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	Justin & Elizabeth Frye		Phone No.	701-540-9555
2. Address of Property	1250 5 St N			
City	FARGO	State	ND	Zip Code 58102
3. Legal description of the property for which the exemption is being claimed.	S 1/2 of E 1/2 of Lt 2, Blk 3, James Holes Addn			
4. Parcel Number	01-1370-00250-000	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).	Gut attic & rebuild 2 bedrooms & bath	
7. Building Permit No.	182067	8. Year Built 1946
9. Date of Commencement of making the improvement	December 2018	
10. Estimated market value of property before improvement	\$ 207,900	
11. Cost of making the improvement (all labor, material and overhead)	\$ 11,000	
12. Estimated market value of property after improvement	\$	

**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 1/15/19

**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 2/18/19

**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



5i

July 17, 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 1441 12 Ave. S as submitted by Justin Slack. 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 2018, 2019, 2020, 2021, & 2022.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$650 with the City of Fargo's share being \$110.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Hushka".

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	<u>Justin Slack</u>	Phone No.	<u>701-621-1990</u>
2. Address of Property	<u>1441 12th Ave S</u>		
City	<u>FARGO</u>	State	<u>ND</u> Zip Code <u>58103</u>
3. Legal description of the property for which the exemption is being claimed.	<u>Lot 23 Blk 10 Aldrich and Roberts</u>		
4. Parcel Number	<u>01-0020-01210-000</u>	Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>	
5. Mailing Address of Property Owner	<u>1441 12th Ave S</u>		
City	<u>Fargo</u>	State	<u>ND</u> Zip Code <u>58103</u>

**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).	<u>Kitchen, Ext. Paint, Doors, Patio, Total basement remodel, all electrical + plumbing, Attic insulation</u>		
7. Building Permit No.	<u>182115</u>	8. Year Built	<u>1926</u>
9. Date of Commencement of making the improvement	<u>2017 - June</u>		
10. Estimated market value of property before improvement	\$	<u>170,000</u>	
11. Cost of making the improvement (all labor, material and overhead)	\$	<u>50,000</u>	
12. Estimated market value of property after improvement	\$	<u>220,000</u>	

**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	<u>[Signature]</u> Date <u>7/15/19</u>

**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):	<u>5 YEARS FOR QUALIFYING WORK</u>
Assessor's Signature	<u>[Signature]</u> Date <u>7/18/19</u>

**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 _____



Office of the City Attorney

City Attorney  
Erik R. Johnson

Assistant City Attorney  
Nancy J. Morris

July 25, 2019

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

**RE: Approval of Certificate of Completion for Woodrow Wilson Development**

Dear Commissioners,

As you may know, the City sold a relatively small parcel to the developer of the Woodrow Wilson project (University Drive and 4<sup>th</sup> Ave N) in 2015. As a condition of the sale, the developer promised to improve the parcel by installing a hard-surface parking area to serve the project and, in order to retain control of that condition, the City reserved some step-in rights in the deed to the developer. Since then, of course, the Woodrow Wilson project is fully developed and operational and the parking area was improved as required by the City and, thus, the City is obligated to release its reserved step-in rights. This release is accomplished by the execution and recording of the enclosed Certification of Completion and Release of Forfeiture.

**SUGGESTED MOTION:** I move to approve the Certificate of Completion and Release of Forfeiture for the Woodrow Wilson project, as presented.

Sincerely,

Erik R. Johnson

ERJ/lmw

Enclosure



### **CERTIFICATE OF COMPLETION AND RELEASE OF FORFEITURE**

WHEREAS, the City of Fargo, a North Dakota municipal corporation (the "Grantor"), by a Deed or Deeds recorded in the Office of the Cass County Recorder, as Document Number 1464468, has conveyed to DFI Woodrow Wilson LLC, a North Dakota limited liability company (the "Grantee"), the property legally described on Exhibit A attached hereto and hereby made a part hereof; and

WHEREAS, said Deed incorporated and contained certain covenants and restrictions, the breach of which by the Grantee, its successors and assigns, would result in a forfeiture and right of re-entry by the Grantor, its successors and assigns, said covenants and restrictions being set forth in said Deed and in a Purchase Agreement executed by and between Grantor and Grantee and dated November 4, 2015 (the "Purchase Agreement"); and

WHEREAS, the Grantee has to the present date performed said covenants and conditions insofar as it is able in a manner deemed sufficient by the Grantor to permit the execution and recording of this certification:

NOW, THEREFORE, this is to certify that all physical improvements specified to be done and made by the Grantee have been completed, and the above covenants and conditions in said Deed and Purchase Agreement have been performed by the Grantee therein, and that the provisions for forfeiture of title and right to reentry for breach of condition subsequent by the Grantor contained therein are hereby released absolutely and forever insofar as they apply to the land described herein, and the Cass County Recorder, State of North Dakota, is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of the Purchase Agreement which would result in a forfeiture by the Grantee, its successors and assigns, and right of re-entry in the Grantor, its successors and assigns, as set forth in said Deed, and that said Deed shall otherwise remain in full force and effect.

CITY OF FARGO,  
a North Dakota municipal corporation

By: \_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

ATTEST:

\_\_\_\_\_  
Steven 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, a North Dakota municipal corporation, described in and that executed the within and foregoing instrument, and acknowledged that said municipal corporation executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public  
Cass County, ND

EXHIBIT A

to Certificate of Completion and Release of Forfeiture

Legal Description of Subject Property

The East Forty-two feet of the West One Hundred Thirty feet of Lots One (1) and Two (2), Block Forty-six (46), to Roberts 2<sup>nd</sup> Addition to the City of Fargo, situate in the county of Cass and the state of North Dakota



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

7a

G - \_\_\_\_\_ (\_\_\_\_\_)\_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization

Arc Upper Valley

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 Prairie Brothers Brewery			
Street 4474 23rd Ave S. I+J	City Fargo	ZIP Code 58104	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) Conducted Along North wall played: inside of 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 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

7/29/19

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

Steven 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



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

76

G - \_\_\_\_\_ (\_\_\_\_)\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization **Metro Sports 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 <b>Scheels Arena</b>			
Street <b>5225 31st Ave S</b>	City <b>Fargo</b>	ZIP Code <b>58104</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>7/1/19</b>	Ending Date(s) Authorized <b>6/30/19</b> <i>6/30/20</i>	Number of twenty-one tables if zero, enter "0": <b>0</b>	
Specific location where games of chance will be conducted and played at the site (required) <b>Raffles - conference room. Pull tabs - Enclosed High Point Bar &amp; Grill</b>			
If conducting <b>Raffle</b> or <b>Poker</b> activity provide date(s) or month(s) of event(s) if known <b>Fargo Force hockey games and any other unscheduled raffle drawings as determined by Metro Sports</b>			
<b>RESTRICTIONS (City/County Use Only)</b>			
Days of week of gaming operations (if restricted)		Hours of gaming (if restricted)	
<b>ACTIVITY TO BE CONDUCTED</b> 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"/> <b>ELECTRONIC</b> Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One	
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker	
<input type="checkbox"/> <b>ELECTRONIC</b> 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 type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device			
<b>APPROVALS</b>			
Attorney General		Date	
Signature of City/County Official		Date	
PRINT Name and official position of person signing on behalf of city/county above <b>Steven Sprague/City Auditor</b>		<b>7/29/19</b>	

**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



cc  
25.00  
7/24/19

(Signature)

**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 Benefit For Finley's Fight Hosted By Friends Of Finley		Date(s) of Activity 8/8/2019 to 8/8/2019		For a raffle, provide drawing date(s): 8/8/19	
Person Responsible for the Gaming Operation and Disbursement of Net Income Shauna Erickson		Title Finley's Aunt		Business Phone Number (701) 371-9312	
Business Address N/a		City		State	Zip Code
Mailing Address (if different) 3019 Peterson Parkway N		City Fargo		State ND	Zip Code 58102-0000
Name of Site Where Game(s) will be Conducted Avalon Event Center		Site Address 2525 9th Ave S			
City Fargo		State ND	Zip Code 58103-0000	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
Raffle	Lake day	\$350.00	raffle	travel voucher	\$500.00
Raffle	Sport Fan ticket	\$400.00	raffle	Yeti Cooler	\$250.00
Raffle	Spa Day	\$450.00			
Raffle	M Self care day	\$250.00			
Raffle	Family date day	\$650.00			
Raffle	Golf day	\$600.00			
Raffle	Date night	\$350.00			
Raffle	Gym membership	\$550.00			
Raffle	Pet care/board	\$450.00			
Total:					(Limit \$12,000 per year) \$ 4,800.00

Intended uses of gaming proceeds: To go to the medical bills & relocation of Finley & her parents following her being abused at her daycare. She was in ICU for 4 weeks and was life flighted twice for skull fracture.

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 7/22/2019	Title Friend Of Finley	Business Phone Number (701) 371-9312
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# APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL  
SFN 9338 (08/2016)

\$25.00  
7-12-19  
V1421

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

Name of Non-profit Organization <i>Sons of Norway</i>	Date(s) of Activity <i>9-1-19 to 12-7-19</i>	For a raffle, provide drawing date(s): <i>12-7-19</i>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <i>Jan Mala Kowsky</i>	Title <i>Gaming Director</i>	Business Phone Number <i>701-232-9222</i>	
Business Address <i>722 2nd Ave N</i>	City <i>Fargo</i>	State <i>ND</i>	Zip Code <i>58102</i>
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted <i>Sons of Norway</i>	Site Address <i>722 2nd Ave N</i>		
City <i>Fargo</i>	State <i>ND</i>	Zip Code <i>58102</i>	County <i>Cass</i>
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
<i>Raffle</i>	<i>Cash</i>	<i>\$1750.00</i>			
	<i>GHT certificates</i>				
			Total: \$ <i>1750.00</i> (Limit \$12,000 per year)		

Intended uses of gaming proceeds: *Building improvements*

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 <i>[Signature]</i>	Date <i>7-12-19</i>	Title <i>Krings Klub Mgr.</i>	Business Phone Number <i>701-232-9222</i>
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## OFFICE OF ATTORNEY GENERAL

SFN 9338 (08/2016)

Application for:

☒ Local Permit

\* ☐ Charity Local Permit (one event per year)

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED[illegible]

Intended uses of gaming proceeds: General Fund use

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 <i>Barbara S. Tenbrunsel</i>	Date <i>7-3-19</i>	Title <i>Bus mgr</i>	Business Phone Number <i>201-272-5800</i>
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8d

25.00  
cc  
7/18/19



**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 Veterans Honor Flight Of Nd/mn	Date(s) of Activity 8/17/2019 to 8/17/2019	For a raffle, provide drawing date(s): 8/17/19	
Person Responsible for the Gaming Operation and Disbursement of Net Income Jane Matejcek	Title President	Business Phone Number (701) 238-7749	
Business Address Po Box 294	City Hunter	State ND	Zip Code 58048-0000
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted Newman Outdoor Field	Site Address 1515 15th Ave N		
City Fargo	State ND	Zip Code 58102-0000	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	cash	\$1,000.00			
			Total: (Limit \$12,000 per year) \$ 1,000.00		

Intended uses of gaming proceeds: to take Veterans to Washington DC on the honor flight

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 <i>Jane Matejcek</i>	Date 7/16/2019	Title President	Business Phone Number (701) 238-7749
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## 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 Ymca Of Cass & Clay Counties		Date(s) of Activity 8/6/2019 to 8/6/2019		For a raffle, provide drawing date(s): 8/6/19	
Person Responsible for the Gaming Operation and Disbursement of Net Income Karen Engelter		Title Coordinator		Business Phone Number (701) 364-4120	
Business Address 400 1st Ave. S		City Fargo		State ND	Zip Code 58103-0000
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted Edgewood Golf Course		Site Address 19 Golf Course Rd.			
City Fargo		State ND	Zip Code 58102-0000	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	Porter Creek	\$60.00
Raffle	Hockey Stick	\$200.00
Raffle	Hockey Jersey	\$350.00
Raffle	Trip	\$1,110.12
Raffle	Happy Harry's	\$300.00
Raffle	Proof Artisan	\$70.00
Raffle	Junkyard Brewing	\$70.00
Raffle	YMCA	\$150.00
Raffle	Fargo Brewing Co	\$70.00

Game Type	Description of Prize	Retail Value of Prize
Raffle	DL Country Club	\$200.00
Raffle	Gift Card	\$200.00
Total:		(Limit \$12,000 per year) \$ 2,780.12

**Intended uses of gaming proceeds:** All funds raised will support the YMCA's Paul Howry Endowment Fund which  
benefits YMCA members with mental or physical disabilities

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 7/18/2019	Title President	Business Phone Number (701) 364-4114
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# 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)

✓ 9475  
25.00  
7/22/19

Name of Non-profit Organization Fargo Angels Hockey	Date(s) of Activity 8/13/2019 to 12/7/2019	For a raffle, provide drawing date(s): 12/7/2019	
Person Responsible for the Gaming Operation and Disbursement of Net Income John R. Smith Jr.	Title Treasurer	Business Phone Number (651) 249-9714	
Business Address P.o. Box 3258	City Fargo	State ND	Zip Code 58108
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted SOUTHWEST ICE ARENA	Site Address 4404 23rd 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 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	\$750 or Winchester 5x4 Waterfowl 12ga Shotgun	\$750	RAFFLE	\$250 or Savage 9300 7MM Rifle	\$250
RAFFLE	\$700 or Barrett A-300 Outlander 12ga Shotgun	\$700	RAFFLE BOARD	Xbox One	\$299.99
RAFFLE	\$500 or Glock 17 9mm Handgun	\$500	RAFFLE BOARD	Beats by Dre	\$349.99
RAFFLE	\$500 or Ruger American 30-06 Rifle	\$500	RAFFLE BOARD	Apple Watch	\$409.00
RAFFLE	\$500 or Mossberg 935 12ga Shotgun	\$500			
RAFFLE	\$400 or Henry Golden Boy 22 LR Rifle	\$400			
RAFFLE	\$400 or Savage Axis XP 30-06 Rifle	\$400			
RAFFLE	\$250 or Ruger 10-22 22 LR Rifle	\$250			
RAFFLE	\$250 or Bersa Thunder 380 Handgun	\$250			
			(Limit \$12,000 per year)		
			Total:	\$	5,558.98

Intended uses of gaming proceeds: TO HELP OFFSET THE COST OF RUNNING A NOT-FOR-PROFIT YOUTH HOCKEY CLUB WHICH INVOLVES RUNNING A TOURNAMENT IN FARGO THAT BENEFITS YOUTH FROM THE FARGO-MOORHEAD AREA.

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 <i>John R. Smith Jr.</i>	Date 7/22/2019	Title Treasurer	Business Phone Number (651) 249-9714
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9

**AUDITOR'S OFFICE**

Fargo City Hall  
225 4th Street North  
PO Box 2471  
Fargo, ND 58108  
Phone: 701.241.8108 | Fax: 701.241.8184  
[www.FargoND.gov](http://www.FargoND.gov)

**MEMORANDUM**

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**TO: Board of City Commissioners**  
**FROM: Steven Sprague, City Auditor**  
**SUBJECT: Approval of Pledged Securities**  
**DATE: July 17, 2019**

North Dakota Century Code section 21-04-11 requires the approval of securities pledged as collateral for City funds deposited in various financial institutions if the deposited funds exceed the FDIC insurance limit of \$250,000. NDCC calls for re-approval on a semi-annual basis.

At this time, I would request City Commission approval of securities pledged as collateral. Amounts are summarized by financial institution as follows:

First International Bank & Trust	\$ 7,974,057
Wells Fargo BNY Mellon	\$ 5,562,805
US Bank (Letter of Credit)	\$ 5,000,000
Total Pledged Collateral	<u>\$ 18,536,862</u>

Detailed pledge security reports are attached for your review.

If you have any questions, please call me at 241-1301

**Recommended Motion:**

**Approve the listing of pledged securities as of June 30, 2019.**

## Pledge Code: CTFG - 65 CITY OF FARGO (CTFG)

CUSIP	Ref	Description	SK Code	Intent	Maturity	PL Code	PL Face	PL Par	PL Book	PL Mkt
610100VV8	1503165027	MONONA WIS	BND	S	10/1/2023	CTFG	600,000.00	600,000.00	607,185.65	608,076.00
717021HY8	1107255010	PEWAUKEE WIS SCH DIST	BND	S	3/1/2025	CTFG	1,155,000.00	1,155,000.00	1,166,668.02	1,212,657.60
502606RW8	1012275142	LA CROSSE CNTY WIS	BND	S	4/1/2025	CTFG	900,000.00	900,000.00	905,666.80	940,032.00
952724AS1	1110055035	WEST FARGO N D PK DIST	BND	S	5/1/2026	CTFG	595,000.00	595,000.00	595,000.00	595,565.25
3138E7TW4	1309195025	FNMA POOL AK3264	BND	S	2/1/2027	CTFG	7,100,000.00	1,525,797.74	1,548,807.94	1,553,384.16
3128MEBL4	1501215001	FHLMC GOLD POOL G15243	BND	S	11/1/2027	CTFG	5,000,000.00	1,868,385.95	1,929,304.84	1,903,362.13
527860FY1	1612155004	LEWIS CNTY WASH SCH DIST NO 30	BND	S	12/1/2037	CTFG	1,000,000.00	1,000,000.00	1,090,377.07	1,160,980.00
Totals:							16,350,000.00	7,644,183.69	7,843,010.32	7,974,057.14



BNY MELLON

Broker/Dealer Services  
101 Barclay Street, 4th Floor East  
New York, NY 10286

Date: 06/28/19

000912 XBGSCD81  
ATTN: STEVEN SPRAGUE  
CITY OF FARGO  
200 3RD STREET  
FARGO, ND 58012

Account Id: WUB366

Tax Id Number: 456002069

This advice is supplied as part of the Tri-Party Collateral agreement among the Customer, Wells Fargo Bank, N.A. and The Bank of New York Mellon. Any questions should be directed to Vinnette Frater, Senior Associate, BDS/Tri-Party Services, (973)569-2411.

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As agent we confirm the following collateralized deposit information received from Wells Fargo Bank, N.A. as of close of business the last business day of the month.

Date: 06/28/19

The collateral segregated on your behalf on 06/28/19 is as follows:

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
3140EU6A2	FNMA FNMS 2.500% 04/01/31	8,928,523.00	5,562,804.67
TOTAL MKT VALUE			5,562,804.67



## BNY MELLON

BROKER DEALER SERVICES DIVISION  
PRICING, INDICATIVE DATA AND OTHER DISCLOSURES

—  
—  
—

The prices of financial assets and indicative data reported or reflected in reports furnished by the Broker Dealer Services Division (BDS) of The Bank of New York Mellon (BNYM) generally are provided by data providers and ratings agencies ("vendors") used by BDS in the ordinary course of business. Trust receipts will be valued based on the face amount of the underlying financial assets, as set forth therein. Prices and indicative data are not independently verified, and may contain errors or omissions.

With respect to certain newly issued financial assets, if vendors do not provide prices, such financial assets will be valued at par or the new issue price for up to three business days. Thereafter, such financial assets will be valued at zero.

With respect to certain financial assets other than new issues, vendors may not provide prices and may not update prices previously provided on a regular basis. If vendors do not provide prices or update previously reported prices within three business days, such financial assets will be valued at zero, unless other arrangements are agreed in writing.

Notwithstanding the foregoing, certain hard-to-price, thinly traded or illiquid financial assets are valued monthly with no adjustment during the interim period (details are available upon request by contacting BDS).

Although BNYM will not utilize prices obtained from brokers or dealers in providing services, BNYM may obtain from any broker or dealer prices and other information and data such as offering memoranda, observable and non-observable information and assumptions in order to assist BNYM's vendors in determining prices of particular financial assets.

With respect to certain financial assets that are not widely held or regularly traded, vendors may report prices based on valuation models which reflect underlying non-observable assumptions that may not be accurate or complete and such models and/or prices may not be regularly adjusted.

The prices reported by BDS may differ from the prices reported or used by other divisions of BNYM or its subsidiaries or affiliates, and such differences may or may not be material. Margin values reported in connection with triparty transactions may differ from margin values used by BNYM for its own account or for the account of its subsidiaries, affiliates or other clients.

Unless otherwise agreed in writing, financial assets held as collateral may include financial assets in default, provided that the prices of such financial assets are made available to BNYM by a vendor which BNYM uses generally for valuing such financial assets.



## BNY MELLON

Unless otherwise agreed in writing, financial assets held as collateral may include financial assets issued by your transaction counterparty or its subsidiaries or affiliates.

Average Traded Volume data is obtained from primary or secondary securities exchanges.

Market data, which is subject to availability, may or may not be current.

The information reported or reflected herein is proprietary to its suppliers and is for your internal use only. It may not be copied, reproduced, published, posted, transmitted, displayed, stored, modified, sublicensed, transferred, disclosed or distributed or used for any purpose without BNYM's express written permission or that of its vendors or other third parties, as applicable.

REPORTED PRICES, WHETHER PROVIDED BY VENDORS OR OTHERWISE OBTAINED AS DESCRIBED HEREIN, MAY NOT REFLECT THE ACTUAL AMOUNT THAT CAN BE REALIZED UPON THE SALE OF PARTICULAR FINANCIAL ASSETS.



221 East Fourth Street  
Suite 600  
Cincinnati, OH 45202

T (513) 852-7500  
F (513) 852-7655  
[www.fhlbcin.com](http://www.fhlbcin.com)

Issue Date: May 1, 2019

LOC No.: 528219

Beneficiary: City of Fargo  
200 North 3rd St.  
Fargo, ND 58102-0000

Ladies and Gentlemen:

For the account of U.S. Bank National Association, CINCINNATI, OH, we hereby authorize you to draw on us at sight up to an amount of \$5,000,000.00.

This letter of credit is irrevocable, unconditional and nontransferrable.


Drafts drawn under this letter of credit must be accompanied by the original letter of credit and be presented in substantially the form attached as Exhibit A, at the office identified below by an authorized officer of the beneficiary no later than 2:00 P.M., Cincinnati time, on Friday, November 01, 2019.

This letter of credit sets forth in full the terms of our obligations to you, and such undertaking shall not in any way be modified or amplified by any agreement in which this letter is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any agreement.

We engage with you that multiple drafts drawn under and in compliance with the terms of this letter of credit will be duly honored at the Credit Department of the Federal Home Loan Bank of Cincinnati, 221 East Fourth Street, Cincinnati, Ohio 45202.

This letter of credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication 600.

Sincerely,



Jeff Berryman  
Vice President



Lisa Wishart

Assistant Vice President

c: Patricia Finnemore  
U.S. Bank National Association

(10)

**TO: BOARD OF CITY COMMISSIONERS**  
**FROM: KENT COSTIN, DIRECTOR OF FINANCE** *KAC*  
**RE: REFUNDING IMPROVEMENT BOND SALE RESULTS**  
**DATE: 7/25/2019**

The City Commission authorized the sale of Refunding Improvement bonds on July 17<sup>th</sup>. The Finance team successfully marketed the bonds and were very pleased with the overall result.

The overall interest rate was 2.80% on twenty-five year bonds. This was a great interest rate. There were some bonds marketed directly to retail investors as we planned, however, the interest rates were not that attractive so institutional investors purchased a majority share of the bond issue.

Baker Tilly's post sale report is attached for your review.

**Suggested Motion:**

Receive and file the post-sale bond results report as prepared by Baker Tilly.



now joined with  
Springsted and Umbaugh

July 19, 2019

Mayor Mahoney and Commissioners  
Mr. Kent Costin, Finance Director  
Mr. Steve Sprague, City Auditor  
City of Fargo  
200 North Third Street  
Fargo, ND 58102

Baker Tilly Municipal Advisors, LLC  
380 Jackson St., Ste 300  
St. Paul, MN 55101  
United States of America

T: +1 (651) 223 3000  
F: +1 (651) 223 3046  
bakertilly.com

**RE:     Retail Sale for \$37,260,000 Refunding Improvement Bonds, 2019A**

Dear Mayor Mahoney, Mr. Costin and Mr. Sprague:

This letter provides a summary of the results for the Bonds that priced on July 17, 2019. This letter also summarizes the major results of that sale and the basis of our recommendation.

#### **Purposes and Repayment Sources of Issues**

The purpose of the Bonds is to finance various improvements projects including the development of new and reconstruction of existing infrastructure within 17 improvement districts of the City.

The City has pledged special assessments against benefited properties for repayment of the Bonds. Special assessments in the approximate principal amount of \$39,511,400 are expected to be filed in 2019 for first collection in 2020. Assessments, when filed, will be spread over terms of 10 and 25 years with equal payments of principal and interest, with interest on the unpaid balance of the assessments. Such assessments are collected and placed in the improvement district special funds and drawn upon each bond payment date.

The City is also required by law to levy a tax upon all taxable property within its corporate limits to restore any deficiency in the improvement district special funds for the payment of all warrants relating to each district and interest thereon.

#### **Method of Sale and Underwriting**

The City expressed a desire to engage in a retail priority sale, meaning local residents and businesses (primarily Cass County, ND and Clay County MN) placing orders to purchase the Bonds to take priority over other investors also placing orders for the same maturity. At the same time, the City's goal is to maintain an interest rate relatively close to that achieved with an otherwise standard competitive sale.

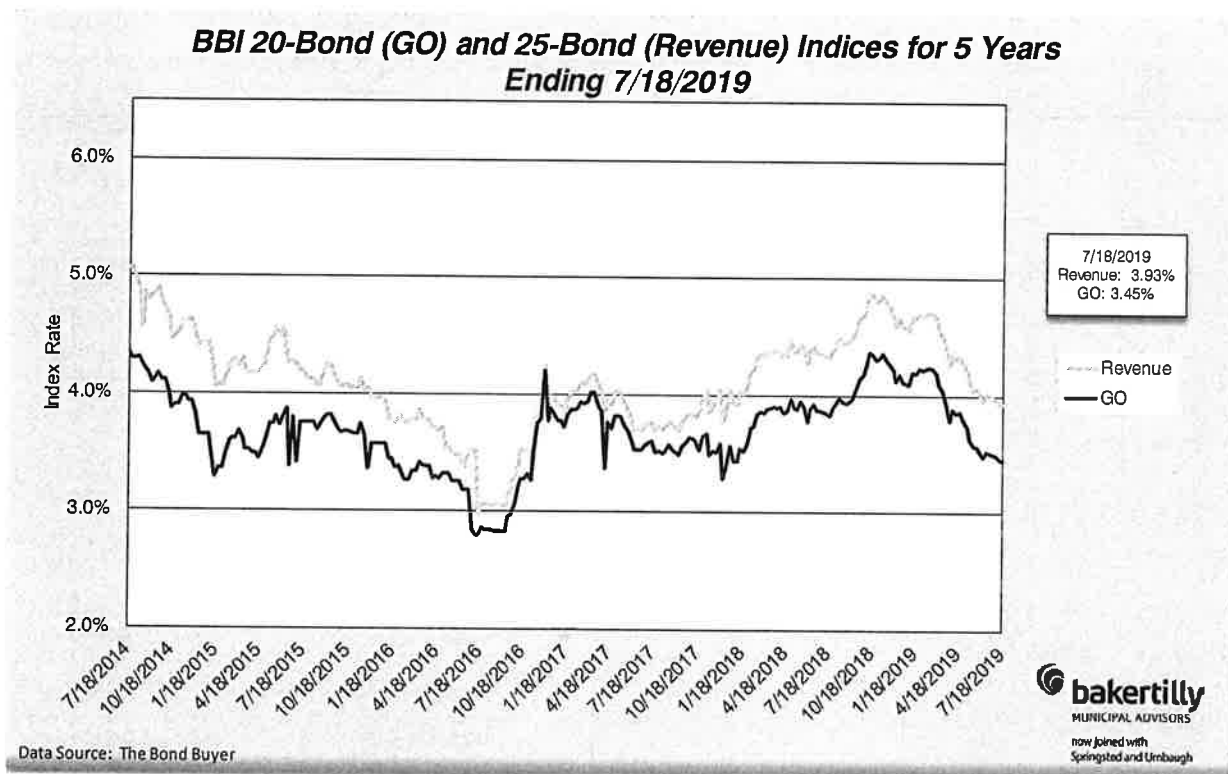
City of Fargo, North Dakota  
 July 19, 2019  
 Page 2

This is done through a system of prioritization using zip codes and offering the same coupons to all buyers but awarding the purchase in the established priority. In order to try to achieve sale results that would reach a significant number of retail buyers, we recommended that the Bonds be sold through a negotiated sale process. Refunding Improvement Bonds are typically sold using a competitive process, but the retail prioritization is better paired with a negotiated sale. The City directed Baker Tilly to engage in a process to select the underwriter through a competitive request for proposal process.

Robert W. Baird (Baird) and Dougherty & Company (Dougherty) were selected to serve as senior manager and co-manager, respectively. This recommendation is based on the relative quality of the proposal received and the Selection Committee's review of the proposals. Baird and Dougherty's joint proposal already paired two strong underwriting firms that have demonstrated access to the North Dakota markets.

### Tax-Exempt Market Rates

The tax-exempt market follows the treasury market which has continued to drop and is almost 100 basis points (100%) lower than a year ago. From April, when the City authorized proceeding with the sale, the interest rate index for tax-exempt bonds dropped by 33 basis points or approximately 1/3 of 1%.



City of Fargo, North Dakota  
 July 19, 2019  
 Page 3

### Sale Results

The approval to proceed with the actual sale was contingent upon meeting certain parameters established by the City. The sale results and their performance to these parameters follow:

	Actual	Parameter
Principal Amount	\$37,260,000	Not to exceed \$42,000,000
True Interest Cost (TIC)	2.80%	Not exceed 3.85%

### Retail Market Outcome

As noted, the City's goal was to test the market to see if there was interest in providing first opportunities for investors from Fargo and Cass County. The prioritization for sales was as follows:

Priority of Orders	
1st	Retail orders* for Cass County ND and Clay County, MN
2nd	North Dakota and Minnesota Retail Orders*
3rd	Commercial Banks in Cass County ND and Clay County, MN
4th	National Retail Orders*
5th	Institutional Investors

\*Retail buyers include all individual investors, professional money managers and trust department of banks. Excludes bank portfolios, insurance companies, bond funds, and municipalities.

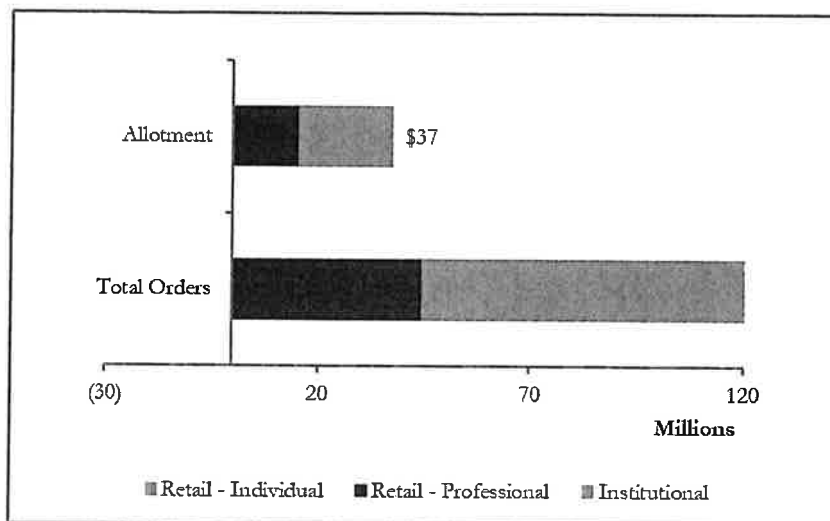
As part of our discussions, we recommended looking to change 5% couponing to 3% or 4% to more closely align to actual yield. The price paid for a bond may be higher than the par value if a higher coupon is assigned so that the yield (rate of return to the investors) is maintained at a lower, competitive level. This is important transparency since many investors may be new to tax-exempt municipal bonds.

Baird/Dougherty were able to accommodate that request and find buyers seeking 3% coupons.

The Order Summary provided by the underwriters is as follows:

Order Summary			
	Total Orders	Allotment	% of Total
Retail - Individual	505,000	505,000	1%
Retail - Professional	43,585,000	14,810,000	40%
Institutional	83,600,000	21,945,000	59%
Total	127,690,000	37,260,000	

City of Fargo, North Dakota  
 July 19, 2019  
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In conclusion, the individual retail component made up only 1% of the sales. They indicated that the feedback was that the City's bonds just have too low of a yield. These are historically low rates and higher yields would have likely increased the retail component at the cost to the City and its taxpayers. Their feedback is great news for the City and its citizens.

Professional retail purchased about 40% of the bonds and will either hold them in their portfolios or sell to individual clients considered part of the retail market.

There was a lot of effort from the City, the underwriters and municipal advisor to develop this retail market process and carry out the sales. Should there be a next time, much of the effort could be minimized and streamlined.

The awareness, openness and local involvement in offering and purchasing the City's bonds has provided transparency for retail investors looking for an opportunity to hold City bonds, as well as positive press for a new initiative using community outreach, may have long-lasting positive impacts.

### Recommendation

We analyzed several recent comparable bond sales and shared that data with the Underwriter who completed the same exercise. We also looked at municipal benchmarks and the Municipal spreads (difference between the actual rate on the Bonds and the municipal index); this is a very common reference point for market participants. As a general statement, the pricing on the Bonds compares very favorably with other issues in the recent market, with no single maturity having a broader variance than 89 basis points from the underlying municipal yield curve.

Estimated interest rates changed during the sale process. On June 12, the estimated True Interest Cost (TIC) based on the market at that time was 2.92%. On July 16, the TIC was estimated to be 2.81%. On July 17, the

City of Fargo, North Dakota  
July 19, 2019  
Page 5

final actual TIC achieved was 2.80%. We affirm our recommendation to sign the bond purchase agreement finalizing the 2.80% TIC.

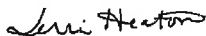
### **Credit Ratings**

The City of Fargo's general obligation credit rating was recently affirmed at Aa1 but the assigned negative outlook by Moody's Investors Service remains in place. Ratings in the AA category are deemed a "Very Good Investment Grade" level. The negative outlook means that the City's ratings may change in the next 18-24 months if its condition remains relatively unchanged over this period. The rating was initially assigned a year ago, meaning the action, if it happens, may occur in the next 6 to 12 months.

While the amount of debt the City holds is the driving force for the change, it should be noted that the report noted the positive growth, strong management, ample liquidity, strong market values, healthy economic indicators and many reasons the City continues to hold the Aa category rating. The financial position and the strong rating category reflect the favorable decisions of the governing bodies of the City and the professionalism of its staff in generating solid financial outcomes.

We welcome any questions and congratulate the City Commission, City staff, representatives of Baird and Dougherty as well as other members of your financing team on completion of this significant and successful sale process.

Respectfully,



Terri Heaton  
Principal

cc: Brenda Krueger, Manager  
Steven Scharff, Senior Consultant  
Christine Hogan, Senior Manager

(11)

## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. UR-19-A1

Type: Change Order #1

Location: Great Northern Drive

Date of Hearing: 7/22/2019

RoutingDate

City Commission

7/29/2019

PWPEC File

X

Project File

Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, for Change Order #1 in the amount of \$53,700.00 for the repair of 60" RCP outfall and additional crushed rock to stabilize pipe subgrade.

Staff is recommending approval of Change Order #1 in the amount of \$53,700.00, bringing the total contract amount to \$842,240.00.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of Change Order #1 to Fox Underground.

RECOMMENDED MOTION

Approve Change Order #1 in the amount of \$53,700.00 to Fox Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Storm Sewer Utility

Yes No

Developer meets City policy for payment of delinquent specials

N/A

Agreement for payment of specials required of developer

N/A

50% escrow deposit required

N/A

COMMITTEE

Present Yes No Unanimous

☒

Tim Mahoney, Mayor

☒☒☐

Nicole Crutchfield, Director of Planning

☒☒☐

Steve Dirksen, Fire Chief

☒☒☐

Bruce Grubb, City Administrator

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Ben Dow, Director of Operations

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Steve Sprague, City Auditor

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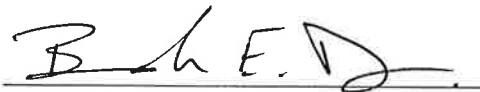
Brenda Derrig, City Engineer

☒☒☐

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  
**CC:** Jody Bertrand, Division Engineer; Tom Knakmuhs, Assistant City Engineer  
**Date:** July 18, 2019  
**Re:** Project #UR-19-A1 Storm Sewer, Storm Sewer Repairs, PC Concrete Paving and Incidentals Change Order #1

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Project UR-19-A1 was bid on May 1, 2019 with bid award on May 6, 2019. The project began the week of July 8, 2019. The project documents identified Final Completion for all cleanup and punch list items for October 1, 2019. Fox Underground was awarded the project and subsequently given a notice to proceed. After spring flooding, it was found that a settlement hole had developed on the 60-inch outfall from Lift Station 26. After inspection with Public Works it was determined the best solution was to do the work on a time and materials basis with a not to exceed cap of \$35,000. The repair cost will be paid for out of the Storm Sewer Utility-524.

During construction, ground water was encountered requiring the addition of crushed rock to stabilize pipe subgrade. Crushed rock will be used in lieu of Class 3 aggregate only where water is present. This is also paid out of Storm Sewer Utility-524 in the amount of \$18,700.

The price increase is reasonable and Engineering recommends approval.

Recommended Motion

Approve Change Order #1 for a not to exceed amount of \$53,700.00.



**CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT**

<b>Project No</b>	UR-19-A1	<b>Change Order No</b>	1
<b>Project Name</b>	Storm Sewer, Storm Sewer Repairs, PC Concrete Paving, and Incidentals		
<b>Date Entered</b>	7/10/2019	<b>For</b>	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:** Type A repair 60" RCP outfall and add crushed rock under Site 1 storm pipe

After spring flooding a settlement hole was found on the LS 60" outfall near the VA Hospital. It was decided to do repairs as part of this project because contractor was working about 2 blocks away. At site 1 the contractor ran into subsurface ground water and it was decided to stabilize the new pipe with crushed drain rock.

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 (\$)
Site 2	102	F&I Type A Repair Band 60" Plus Dia	EA	0.00	0.00	0.00	1.00	1.00	35,000.00	35,000.00
Site 1	103	Fill - Import Special	CY	0.00	0.00	0.00	340.00	340.00	55.00	18,700.00
								<b>Site 2 Sub Total (\$)</b>		35,000.00
								<b>Site 1 Sub Total (\$)</b>		18,700.00

**Summary**

<b>Source Of Funding</b>	Utility Funds - Stormwater - 524
<b>Net Amount Change Order # 1 (\$)</b>	53,700.00
<b>Previous Change Orders (\$)</b>	0.00
<b>Original Contract Amount (\$)</b>	788,540.00
<b>Total Contract Amount (\$)</b>	842,240.00

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

**CONTRACT TIME**

<b>Current Substantial Completion Date</b>	09/15/2019	<b>Additional Days Substantial Completion</b>	0.00	<b>Additional Days Final Completion</b>	0.00	<b>New Substantial Completion Date</b>	09/15/2019	<b>New Final Completion Date</b>	10/01/2019
<b>Description</b>									



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

APPROVED

*Scott S. Sub*

For Contractor

*Fox Lundberg and*

Title

*VP*

*7-18-19*

APPROVED DATE

*[Signature]*

Department Head

Mayor

Attest

*7/24/19*

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## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-15-K1

Type: Change Order #8

Location: Rosewood Addition

Date of Hearing: 7/22/2019

Routing

City Commission

Date

7/29/2019

PWPEC File

X

Project File

Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, for Change Order #8 in the amount of \$1,050.00 for end cap repair of decorative wall.

Staff is recommending approval of Change Order #8 in the amount of \$1,050.00, bringing the total contract amount to \$3,781,348.11.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of Change Order #8 to Industrial Builders, Inc.

RECOMMENDED MOTION

Approve Change Order #8 in the amount of \$1,050.00 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

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

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

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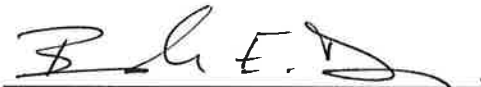
Brenda Derrig, City Engineer

☒☒☐

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  
**Cc:** Jody Bertrand, Brenda Derrig  
**Date:** 7/15/2019  
**Re:** Project #FM-15-K1 Rosewood Area Flood Risk Management Project Change Order 8

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**Background:**

Project FM-15-K1 bids were opened on May 30, 2018 and the project 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. On the east side of the Rosewood neighborhood there is a concrete/brick decorative barrier fence between the neighborhood and South University Drive. This decorative wall needed to be shortened to make room for the new flood control wall and related storm sewer features. Upon removal by the Contractor, it was found that the end could not be left unfinished. The plans notated the following:

**D. REMOVE BRICK WALL**

Removal shall be in accordance with Section 1050 of the Standard Specifications, and shall include removal of all brick wall and any underground footings. The edge of existing wall shall be saw cut to leave a clean edge. Payment shall include all costs for the work to remove the existing brick wall with no differentiation in payment based on width, thickness, nor material, and removal of any footings to the actual depths encountered.

The new work to correct the end wall is:

Mason's scope:

- 1) Demo out interior 8" block at the end of wall
- 2) Block to match as close as possible to existing
- 3) Lay new half high rockface block in the 8" gap from foundation to top of wall-  
block to lay flat to match the end of existing
- 4) Colored mortar to match as close as possible to existing
- 5) Haul out rubble/clean area

The cost for the end cap repair is \$1,050.00 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 8 for \$1,050.00.



**CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT**

<b>Project No</b>	FM-15-K1	<b>Change Order No</b>	8
<b>Project Name</b>	Rosewood Area Flood Risk Management Project		
<b>Date Entered</b>	7/15/2019	<b>For</b>	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 wall repair

On the east side of Rosewood there is a brick sound wall/property line wall thru the back yards next to University. This wall had to be shortened as part of the project. The designer expected it would be concrete with brick facing. It is not and the exposed south side wall needs to have brick installed for it to match the rest of the wall. This is a changed condition and is reasonable for the work.

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	92	Repair Fence	LF	0.00	0.00	0.00	0.00	1.00	1,050.00	1,050.00
<b>Miscellaneous Sub Total (\$)</b>										1,050.00

**Summary**

**Source Of Funding**

Sales Tax Funds - Flood Control - 480

**Net Amount Change Order # 8 (\$)**

1,050.00

**Previous Change Orders (\$)**

330,604.21

**Original Contract Amount (\$)**

3,449,693.90

**Total Contract Amount (\$)**

3,781,348.11

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**

Report Generated: 7/15/2019 09:58:47 AM

Page 1 of 2

Project No : FM-15-K1



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

For Contractor

Title *VP of Engineering*

Department Head

*[Signature]* 7/24/19

Mayor

Attest

(13)

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FP-19-A0

Type: Task Order #1

Location: 52<sup>nd</sup> - 76<sup>th</sup> Ave S & Veterans – I-29

Date of Hearing: 7/22/2019

RoutingDate

City Commission

7/29/2019

PWPEC File

X

Project File

Nathan Boerboom

The Committee reviewed the attached communication from Division Engineer, Nathan Boerboom, regarding the proposed Task Order #1 to Houston Engineering for planning and engineering services associated with the planned southwest regional storm water pond. With the knowledge Houston Engineering already has on the work completed leading up to the CWSRF loan application, Staff recommends that we contract with them through the MSA selection to complete the future planning and engineering services associated with this regional storm water pond. Their past experience will allow for this project to be completed in a timely and cost-effect method.

Staff is recommending approval of Task Order #1 with Houston Engineering in a not to exceed amount of \$505,000.00.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Task Order #1 with Houston Engineering.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Task Order #1 with Houston Engineering in a not to exceed amount of \$505,000.00 for planning and engineering services associated with the project.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: CWSRF

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

Present	Yes	No	Unanimous
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ATTEST:

C: Kristi Olson



Brenda E. Derrig, PE  
 City Engineer

## Memorandum

**To:** Members of PWPEC

**From:** Nathan Boerboom, Division Engineer

**Date:** July 17, 2019

**Subject:** Southwest Regional Storm Water Pond Engineering Services  
Project #FP-19-A0

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Earlier in 2019, an application for a loan through the Clean Water State Revolving Fund (CWSRF) was made, and recently approved, for the land purchase associated with the proposed southwest regional storm water pond. In addition to the land purchase, the loan also included the following costs:

- Construction of the storm sewer lift station
- Construction of the storm sewer outfall
- A portion of the pond excavation
- Consulting engineering services for the design and construction administration of the previously mentioned construction items

We originally expected the loan application to be taken under consideration at the North Dakota Industrial Commission's April meeting. Instead, it was not heard until the June meeting. Due to this timeframe of approval, the design of the lift station and outfall needs to begin immediately to allow for construction to occur during the 2020 construction season. These items are required to be constructed next summer since it is anticipated that there will be development occurring within the pond's service area in the next couple of years that will need infrastructure to be in place to handle the storm water runoff.

Due to the importance of getting this project design started, Engineering and Planning staff worked with Houston Engineering to develop a scope of work to take Houston's previously completed concept level of the regional storm water pond to a fully developed plan, including implementation of the first construction phase. Included with this scope are the following tasks:

- Planning Services (Proposed Budget - \$110,000)
  - Primary tasks are developing conceptual plans and future land uses for the area to be serviced by the regional storm water pond. This will be done by engaging the public, including various stakeholders, as well as researching future market trends and how the area can meet the benchmarks of the Main Street ND program.
- Engineering Services (Proposed Budget - \$395,000)
  - Hydrology and Hydraulic Analysis
  - Full Pond and Open Channel Design
  - Pond (phase 1) and Storm Water Pump Station Design, Construction Administration, Inspection and Project Close-out.
  - ND CWSRF and Project Permitting Assistance

With the knowledge Houston Engineering already has on the work completed leading up to the CWSRF loan application, Staff recommends that we contract with them thru the MSA to complete the future planning and engineering services associated with this regional storm water pond. Their past experience will allow for this project to be completed in a timely and cost-effective method.

Attached with the memorandum is the full scope and budget proposal from Houston Engineering.

**Recommend Motion:**

Authorize staff to execute the attached task order, valued at \$505,000, with Houston Engineering for the planning and engineering services associated with the planned southwest regional storm water pond.

Fargo Corporate Office

701.237.5065

701.237.5101

1401 21st Avenue North Fargo ND 58102



Houston Engineering Inc.

### ENGINEERING TASK ORDER SCOPE OF SERVICES

**Date:** July 12, 2019

**Project:** City of Fargo Project No. FP-19-A0  
SW Regional Stormwater Pond Masterplan  
HE Project No. 6059-0168

**Client:** City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND 58102  
Phone (701) 241-1545

**Location of Project:** City of Fargo, Cass County, North Dakota

**Description of Work:**

This proposal is being provided at your request to define the scope and fee for Planning, Engineering and Landscape Architecture services related to the SW Regional Stormwater Pond Masterplan project. The project consists of a land planning analysis in coordination with a regional stormwater management plan that includes an accompanying flood pumping station for a portion of the future growth area in SW Fargo. By studying the potential land uses in conjunction with regional stormwater needs, the City of Fargo can consider traffic impacts, a broader mix of uses, pedestrian oriented design, connected greenways and environmental impacts on a broader, more pro-active level. This project has the potential to become a model from which future Land Use and Growth Studies can originate. The project will consist of team members from the City Planning, Engineering, and the Fargo Park District along with Houston Engineering working collaboratively to determine how the vision of this growth can be accomplished. An overview of the proposed project has been included as Attachment 1.

The service area of the Land Use and Stormwater Management Plan is generally located between 52<sup>nd</sup> and 76<sup>th</sup> Avenues South and between Veterans Boulevard and Interstate 29. A more detailed service area boundary has been included in Attachment 2.

This scope of services has been divided into two phases for simplification purposes only, however, the tasks for planning and engineering will overlap and work in combination sharing resources and information needed to complete the outlined work and project goal. All tasks take into consideration the full services of Planning, Engineering, and Landscape Architecture throughout the project for a well-rounded approach and final product.

Bismarck

701.323.0200

701.323.0360

Minot

701.852.7931

701.854.3655

Maple Grove

763.493.4522

763.493.5572

Trail River Falls

218.681.2957

218.681.2987

July 12, 2019  
Page 2

Phase 1 outlines the scope associated with the planning services for the project. Phase 2 outlines the scope associated with the engineering services for the project. These phases have been subdivided into Tasks in order to provide additional detail on the proposed planning and engineering services.

## **PHASE 1 – PLANNING SERVICES**

Houston's Planning team will be tasked with finding collaboration with city departments, local organizations, property owners and common stakeholders in order to define a neighborhood that brings unique and innovative ideas to the forefront and begins to set the benchmark in how development adjacent to the city can follow Main Street ND initiatives. We will begin to define the zoning that accompanies these efforts with a strong understanding of producing a final product that is enduring in value, future oriented in infrastructure, is welcoming, engaging, durable and sustainable for many decades. The goals set within this development will hopefully spark an interest across our region and provide a template for others to follow.

### **Task 1 – Research and Public/Stakeholder Involvement**

This task will be conducted in combination with the City Staff to review available data such as the GO2030 Comprehensive Plan, the Fargo Planning Department Growth Area Evaluation, available infrastructure masterplans within the study area, any existing and planned development activities adjacent to and within the study area. A review of available housing market studies and engagement with area realtors and developers will be completed to determine current and potential future market trends that may drive desired land uses in the study area. Input from other stakeholders such as the Fargo Park District and those identified by the City will also be considered during this task.

Information gathered during this task (including the stormwater analysis as listed below) will be used to consider key components of the overall study which includes, but is not limited to, such things as integrated stormwater management practices, appropriate land uses and densities, transportation corridors, pedestrian level oriented design needs, greenways and site amenities just to name a few.

Research of existing national case studies to determine longevity of projects of similar nature. Items to focus on include transportation, infrastructure, recreation, habitation, civic engagement, current economics and projections and art in the environment.

Estimated Task 1 Fee \$38,000

### **Task 2 – Findings and Conceptual Plans**

During this task the team will take into consideration the updated vision document and use the information gathered in previous tasks to develop a draft conceptual plan(s) for the study area. The draft concept plan(s) will then be used by the team to



July 12, 2019  
Page 3

compare and test the proposed uses and densities in relation to the vision document prepared for the State Revolving Loan Fund. Comments will be evaluated and incorporated into the plan for a second review session leading to final comments and revisions.

This task will also include updates to the current zoning ordinance and future land use map. The zoning ordinance updates will be vetted through staff, stakeholder groups and colleagues to ensure general support before opening to the public. These updates will then be paired with the Future Land Use map for the area to ensure compatibility with surrounding land uses and transportation projections. It will also consider the concepts and ideas created through the Main Street ND program to ensure investments outside the core of the city are able to meet the benchmarks of the program.

Estimated Task 2 Fee \$50,000

#### **Task 3 – Final Report**

Once all revisions have been made and the City has accepted the plan, a final report will be prepared for approval by the Planning Commission and City Commission. HEI will be available to either present or assist City staff in presenting the findings to these bodies.

Estimated Task 3 Fee \$22,000

**ESTIMATED PHASE 1 FEE \$110,000**

### **PHASE 2 – ENGINEERING SERVICES**

#### **Task 1 – Hydrology and Hydraulic Analysis**

The task consists of updating the design hydrology and hydraulics for the proposed stormwater facility using the existing InfoSWMM model previously developed as part of the project feasibility study. The revised future landuses developed as part of Phase 1 of this project will be incorporated into the model as well as any geometric revisions to the proposed pond needed to accommodate development on the adjacent properties. This is anticipated to be an iterative process completed in conjunction with other tasks from this phase as well as the Phase 1 tasks. Depth-duration mapping for the 2, 10, 100-Year, 24-Hour rainfall events will be developed and provided as part of this task.

Estimated Task 1 Fee \$35,000

#### **Task 2 – Pond and Open Channel Design**

This task will consist of developing grading level plans for the regional ponds and

July 12, 2019

Page 4

associated open channels that can be utilized during the development of future construction plans. The intent of this task is to establish the final geometry for the stormwater ponds and open channels as well as sizing major roadway crossing pipes associated with the ponds and open channels. A topographic survey will be complete as part of this task to assist in design. We will also evaluate the Veterans Boulevard/Drain 27 crossing to determine the most desirable alignment for completing this future crossing should one be determined to be necessary in the future. The final pond geometry will be adjusted accordingly to accommodate this future crossing. We will subcontract with a geotechnical engineering consultant to evaluate the proposed pond slopes. Once the final pond and open channel geometries are established, we will assist the City in creating legal descriptions for the leftover land to be sold by the City as well as the additional land needed for the open channels and the proposed ponds south of 64<sup>th</sup> Ave S. We will also conduct a "clay needs" assessment and complete a pond excavation phasing plan to assist the City in determining the most efficient method for systematically constructing the proposed pond. Finally, with the assistance of the Fargo Park District and City staff, we will develop a conceptual recreational amenities plan to identify opportunities for trails, park facilities, playgrounds, and other possible recreational activities adjacent to and along the ponds and open channels. As previously stated, we anticipate this to be a collaborative effort with the Fargo Park District and the City of Fargo.

Estimated Task 2 Fee \$70,000

**Task 3 – Phase 1 Pond and Stormwater Pump Station Design, Bidding, Construction Administration and Observation, and Project Close-Out**

This task is intended to cover the design, bidding, construction administration, construction observation, and project close-out for the first phase of the pond and the stormwater pump station/outfall. As part of this task we will complete design plans and specifications for the project and assist the City of Fargo during the bidding process. We anticipate completing 3 design submittals to the City at the 30, 60, and 100% levels during the design process. Similar to past pump station projects, we anticipate the need for two separate structures, a gatewell outfall structure connecting the pond to Drain 27 and a storm pump station structure, in order to meet current City pump station design standards. The phase 1 pond construction will consist of excavating the pond to the final geometry determined under Task 2 and completing a LOMR-F on two adjacent City owned parcels. We will also subcontract with a geotechnical engineering consultant to assist with the design of these structures. As part of this task we will perform administration and field observation service during construction. We assume that the City will contract separately with a geotechnical engineering firm to perform construction material testing for the project. At the end of construction, we will complete a project close-out document which will include record drawings and electronic CAD files for the project. It is anticipated that this project will be bid in late 2019/early 2020 and be constructed in 2020.

Estimated Task 3 Fee \$280,000



July 12, 2019  
Page 5

**Task 4 – ND CWSRF and Project Permitting Assistance**

Since this project will contain ND Clean Water State Revolving Funds, additional submittals and permitting will be required. This task is intended to cover the staff time required to assist the City with the necessary permits and submittals associated with the CWSRF application and other state and local permits required for the project.

Estimated Task 4 Fee \$10,000

**ESTIMATED PHASE 2 FEE \$395,000**

**PROPOSED PROJECT FEE**

The total estimated fee for the above described scope of services is **\$505,000**. Additional work required beyond the scope listed above will require a task order amendment. Houston Engineering, Inc. (with assistance from Braun Intertec, Inc.) will perform the services as outlined above. Tasks will be performed in accordance with the hourly rates outlined in our 2019-2021 Professional Engineering, Land Surveying, and Land Management Master Services Agreement.

The work outlined in this proposal will be completed in a timely manner and will commence upon receipt of a Task Order from the City of Fargo in accordance with the 2019-2021 Professional Engineering, Land Surveying, and Land Management Master Services Agreement between Owner and Consultant of Engineering Consultation Services. We anticipate the completion of all services associated with this Task Order to be July 1, 2021. We appreciate the opportunity to work with the City again and look forward to assisting you with this project.

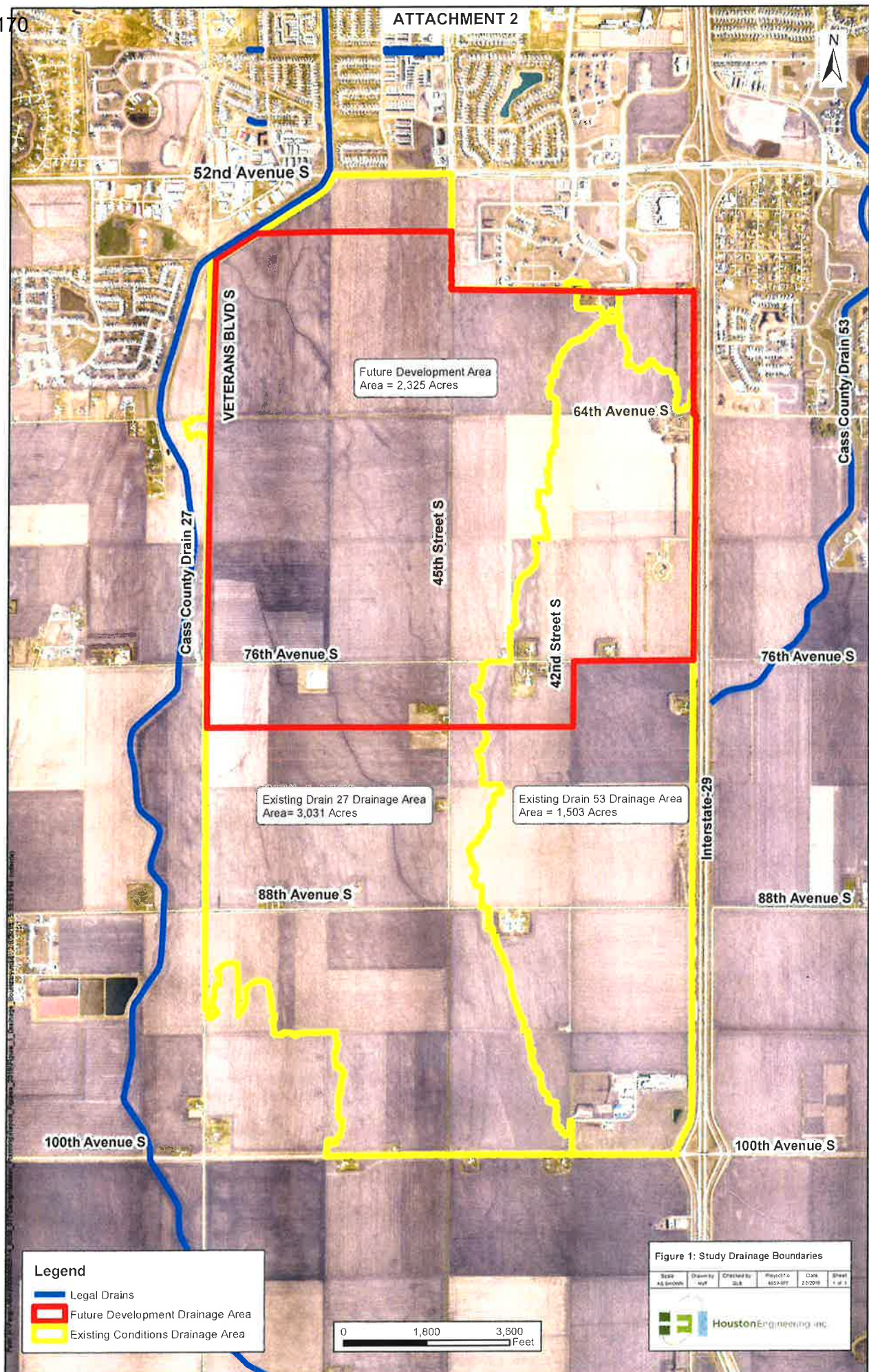
Sincerely,

HOUSTON ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read "Michael P. Love".

Michael P. Love, PE





In accordance with paragraph 1.1 of the Task Order Agreement between Owner and Engineer for Master Professional Services, dated February 14, 2019 ("Agreement"), Owner and Engineer agree as follows:

**1. Specific Project Data**

- A. Project Title: Improvement District No. FP-19-A0 Southwest Regional Stormwater Pond located at Veteran's Boulevard and Drain 27
- B. Description: This task order is for the planning and engineering services associated with the project development and design of the southwest regional stormwater pond.

**2. Services of Engineer**

Services to be completed by the Engineer are as specified in the proposal submitted by Houston dated July 12, 2019. Proposal is attachment A of this Task Order.

**3. Owner's Responsibilities**

Owner shall have those responsibilities set forth in Master Services Agreement dated February 14, 2019.

**4. Times for Rendering Services**

Phase	Completion Date
Phase 1: Planning Services	July 1, 2020
Phase 2: Engineering Services	July 1, 2021

**5. Payments to Engineer**

- A. Owner shall pay Engineer for services rendered as follows:

Phase	Compensation Method	Lump Sum, or Estimate of Compensation for Services
Phase 1:	Hourly Not to Exceed	\$110,000
Phase 2:	Hourly Not to Exceed	\$395,000
		Total Services = \$ 505,000

- B. The terms of payment are set forth in Article 3 of the Master Services Agreement.

**6. Attachments**

Attachment A – Proposal submitted by Houston dated July 12, 2019.

Attachment B – Commission ROA dated \_\_\_\_\_.<<Note: Commission ROA required if Task Order is greater than \$150,000>>

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement, which is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is \_\_\_\_\_.

Owner:

Engineer:

By: \_\_\_\_\_

By: Rick R. St. Germain

Name: Dr. Tim Mahoney

Name: Rick R. St. Germain

Title: Mayor

Title: Vice President

Designated Representative for Task Order:

Designated Representative for Task Order:

Name: \_\_\_\_\_

Name: Michael Love

Title: \_\_\_\_\_

Title: Principal/Project Manager

Approval Requirements

\$15,000 or less – City Engineer

\$15,001 - \$150,000 – PWPEC

Over \$150,000 – PWPEC & Commission

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(14)

Location: 18<sup>th</sup> Ave S, west of 44<sup>th</sup> St S  
 Type: Emergency Sanitary Sewer Repair  
 Date of Hearing: 7/22/2019

<u>Routing</u>	<u>Date</u>
City Commission	<u>7/29/2019</u>
PWPEC File	<u>X</u>
Project File	<u>Rick Larson</u>

The committee reviewed a communication from Project Manager, Rick Larson, regarding an emergency sanitary sewer repair.

Due to the depth of the needed repair, City crews are unable to conduct the repair. A request for quotes was sent to 3 local contractors and the results were as follows:

KPH - \$96,250.00  
 Key Contracting - \$147,690.00  
 Dakota Underground – No quote received

With KPH presenting the lowest quote and able to start the work on the day requested, they were told to mobilize a crew and make the repairs. Due to poor soil conditions, the trench size was much larger than anticipated pushing the asphalt quantities up considerable over the quoted amount. The Contractor was able to stay west of the existing concrete street section so there was no need to replace the anticipated 33 SY of 8" concrete, thus eliminating this portion of the quote. One other item eliminated from the quote was the pavement markings, this will be placed on the Citywide pavement marking project.

The total cost of repairs is \$107,200.00. This repair is recommended to be paid for by Sewer Utility Funds.

On a motion by Tim Mahoney, seconded by Kent Costin, the Committee voted to approve the payment to KPH in the amount of \$107,200.00 for the emergency sanitary sewer repairs.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the payment to KPH in the amount of \$107,200.00 for the emergency sanitary sewer repairs.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sewer Utility Funds

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

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
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ATTEST:

C: Kristi Olson

  
 Brenda E. Derrig, PE  
 City Engineer

**To:** Members of PWPEC  
**From:** Rick Larson, Project Manager  
**Date:** July 17, 2019  
**Re:** Emergency Sanitary Sewer Repair on 18 Ave. S. west of 44 St. S.

---

**Background:**

After being contacted by the City of Fargo Street Department about a sink hole appearing next to the sanitary manhole on 18 Avenue South, it was determined that immediate corrective action needed to take place and with the depth of the repair needed, it would be too deep for City crews to repair. On July 10, 2019, a request for quotes was sent to 3 local contractors that were required to submit a price quote by 4 PM the following day, July 11, 2019. All 3 of these contractors were contacted by phone prior to the request for quotes to make sure they were available to perform this work within the timeframe provided and all 3 gave verbal commitment to the tight time line.

The results of quotes were as follows:

KPH - \$96,250.00  
Key Contracting - \$147,690.00  
Dakota Underground – No quote received

With KPH presenting the lowest quote and able to start the work on the day requested, they were told to mobilize a crew to make the repairs.

Due to poor soil conditions, the trench size was much larger than anticipated pushing the asphalt quantities up considerably over the quoted amount. The Contractor was able to stay west of the existing concrete street section so there was no need to replace the anticipated 33 SY of 8" concrete, thus eliminating this portion of the quote. One other item eliminated from the quote was the pavement markings, this will be replaced on the Citywide pavement marking project.

The total cost of the repairs made for this emergency sewer repair by KPH is \$107,200.00. This repair is recommended to be paid for by Sewer Utility Funds.

**Recommended Motion:**

Approve payment to KPH in the amount of \$107,200.00.

RJL/jmg

C: Brenda Derrig  
Thomas Knakmuhs

# KPH

## Municipal • Heavy • Mechanical

9530 39TH STREET SOUTH • FARGO, NORTH DAKOTA 58104 • PHONE 701-499-7979 • FAX 701-499-5219

## PROPOSAL

Project: 44th Street and 18th Ave Emergency Sewer Repair

Bid Date & Time: 7-11-2019 4PM

Item	Description	Quantity	Units	Unit Price	Ext. Price
1	MOB	1.00	LS	\$25,000.00	\$ 25,000.00
Adjusted omit 2	Remove and Replace 8" Asphalt	<del>26.00</del>	SY	\$250.00	<del>\$ 6,500.00</del>
omit 3	<del>Remove and Replace 8" Concrete</del>	<del>33.00</del>	SY	<del>\$350.00</del>	<del>\$ 11,550.00</del>
4	Remove and Replace 10" SDR 26 GB	5.00	LF	\$7,500.00	\$ 37,500.00
5	Connect Pipe and Pour Concrete Collar	1.00	EA	\$3,500.00	\$ 3,500.00
6	Remove and Replace Casting	1.00	EA	\$2,500.00	\$ 2,500.00
7	Traffic Control	1.00	LS	\$4,500.00	\$ 4,500.00
8	Inlet Protection	4.00	EA	\$300.00	\$ 1,200.00
omit 9	<del>4" Epoxy</del>	<del>100.00</del>	LF	<del>\$40.00</del>	<del>\$ 4,000.00</del>

Total Price \$ ~~96,250.00~~

\$107,200.00

Thank you in advance for your time and consideration

*Eric Merhiy*

President

July 17, 2019

Board of City Commissioners  
City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**Re: Andrew I. Froelich & Nancy C. Froelich – Purchase Agreement  
Project #FM-15-J3**

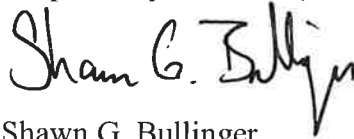
Dear Commissioners:

Enclosed and delivered to the City Commission office for review and approval please find an original Purchase Agreement signed by **Andrew I. Froelich & Nancy C. Froelich**. 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 1422 South River Road South from **Andrew I. Froelich & Nancy C. Froelich** in association with Project #FM-15-J3 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 **Andrew I. Froelich and Nancy C. Froelich**, identified owners of the property located at 1422 South River Road South 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:

The Twelve and one-half (12½) feet of Lot Eleven (11), in Block Seven (7), immediately adjoining Lot Twelve (12), Block Seven (7), and all of Lot Twelve (12), in Block Seven (7), and all of Lot Thirteen (13), in Block Seven (7), except the Thirty (30) feet of said Lot Thirteen (13), Block Seven (7), immediately adjoining Lot Fourteen (14), Block Seven (7), less that portion previously deeded to the Park District, in South Park Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota.

Property Address: 1422 South River Road South, 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 Three Hundred Eighty-one Thousand dollars (\$381,000), which sum includes 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 warranty deeds 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 September 30, 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 if the property is not delivered in satisfactory condition.

A separate Occupancy Agreement may be entered into between the parties should Seller desire to continue to reside in the dwelling longer than the end of the month of closing. If Seller elects to occupy the premises beyond the end of the month of closing, rent shall be paid to the City in the amount of \$1,000/month beginning on the 1<sup>st</sup> day of the month following closing. 2% of the purchase price shall be retained until such time Seller vacates the premises and remits the garage door openers and keys to the City. In any event, occupancy shall terminate on or before September 30, 2019, unless an extension is agreed to in writing signed by both parties at least 30 days in advance of this Occupancy Deadline.

If Seller vacates the property prior to closing, the end of the month of closing, or prior to the expiration of the time period contained in an Occupancy Agreement, Seller shall immediately notify Buyer so that appropriate measures can be taken to secure the premises.

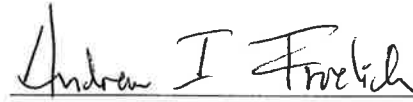
9. Warranty. Seller provides no express warranties on the subject property. Buyer understands and agrees that the property is a used home and is being purchased "AS IS". Buyer shall make any inspection it deems necessary concerning the condition of said used home.

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.

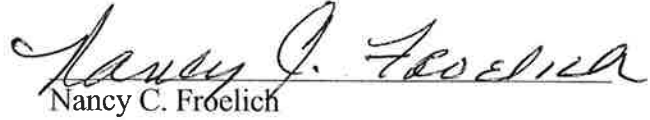
(Signatures on following page.)

DATED this 17 day of September, 2019.

SELLER:



Andrew I. Froelich



Nancy C. Froelich

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

## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

16

Type: Revision to Municipal Code Regarding Water Services and Construction Materials/Update Sections 1300 & 1400 of the Standard Specifications for Construction

Location: Citywide

Date of Hearing: 6/24/2019

<u>Routing</u>	<u>Date</u>
City Commission	<u>7/29/2019</u>
PWPEC File	<u>X</u>
Project File	<u>Ben Dow</u>
	<u>Tom Knakmuhs</u>

The committee reviewed a communication from Public Works Director of Operations, Ben Dow, regarding revisions to City Municipal Codes 16-0105 and 22-0301.

Currently, contradiction exists between the two articles in the area of responsibility. Revisions are necessary to match the wording and eliminate any possible confusion. In addition, material specifications updates are being requested to include Cross-linked Polyethylene PEXa as a standard product of underground water services.

Staff is recommending changes to the City Municipal Code. This will also require sections 1300 & 1400 of the City of Fargo Standard Specifications for Construction to be updated to reflect the changes.

On a motion by Nicole Crutchfield, seconded by Bruce Grubb, the Committee voted to recommend approval of the revisions to the Standard Specifications for Construction.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the revisions to the Standard Specifications for Construction.

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

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

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
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ATTEST:

  
 Brenda E. Derrig, PE  
 City Engineer



## PUBLIC WORKS OPERATIONS

Fleet Management, Forestry,  
Streets & Sewers,  
Watermains & Hydrants  
402 23rd STREET NORTH  
FARGO, NORTH DAKOTA 58102  
PHONE: (701) 241-1453  
FAX: (701) 241-8100

June 19, 2019

### MEMORANDUM

To: Members of PWPEC

From: Ben Dow, Director of Operations

Subject: Municipal Code Updates Regarding Water Services and Construction Materials

On April 8, 2019, Public Works staff requested the City Commission direct the City Attorney's office to amend the ordinance language for the following Articles of the City Municipal Code:

- 16-0105 – Water Services and Connections Construction and Maintenance.
- 22-0301 – Water Services – Quality – Rules Regarding.

Previously, contradiction existed between the two articles in area of responsibility. We have amended the wording to match, eliminating any possible confusion.

Also updated are the material specifications, to allow for Cross-linked Polyethylene PEXa tubing to be used as standard product as part of underground water services.

Prior to moving the attached amendments forward to the City Commission for consent, Public Works requests review and approval by PWPEC.

AN ORDINANCE AMENDING SECTION 16-0105 OF ARTICLE 16-01  
OF CHAPTER 16 OF THE FARGO MUNICIPAL CODE RELATING  
TO WATERWORKS SYSTEM

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 16-0105 of Article 16-01 of Chapter 16 of the Fargo Municipal Code is hereby amended to read as follows:

All new services or larger replacement services, including the necessary pavement and sidewalk cuts and replacement thereof, shall be constructed by licensed plumbers engaged by the owner and at the owner's expense. The city water department repairs and maintenance maintains of such existing services between the corporation and the curb cock only. up to the property line shall be performed by the water department. Any repairs or maintenance from the curb cock to the structure, inside the property line shall be the sole responsibility of the owner of the premises.

Section 2. Effective Date

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

(SEAL)

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:

AN ORDINANCE AMENDING SECTION 22-0301 OF ARTICLE 22-03  
OF CHAPTER 22 OF THE FARGO MUNICIPAL CODE RELATING  
TO PLUMBING CODE

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 22-0301 of Article 22-03 of Chapter 22 of the Fargo Municipal Code is hereby amended to read as follows:

Water services shall consist of standard ~~cast iron pipe or~~ copper pipe which shall conform to the latest revision ASTM Specification B88-33 for underground services known as type "K" or type "L" soft tubing, or ASTM Specification F876 for underground services known as Cross-linked Polyethylene PEXa tubing for services two inches in diameter or less. An approved tracer wire must be installed with PEXa tubing to the curb box, following city specifications, to facilitate locating the water line. No service shall be constructed from a main for any purpose of greater capacity than 50% than that of the main and in no case larger than eight inches in diameter. ~~Services one and one-half inches in diameter or less shall be of copper pipe. Taps in mains may be up to one and one-half inches two inches in except on mains six inches in size or less when taps larger than one inch will not be permitted.~~

Services two inches in diameter or less ~~one and one-quarter inches and one and one-half~~

inches shall be connected to the main by using an approved saddle. ~~On services larger than two inches, a four-inch gate valve shall be used as the shutoff.~~

Services larger than two inches shall be of standard ~~east-iron or copper pipe~~ C900 PVC SDR 18 connected to the main by a "Smith tapping sleeve and valve" or equal or a tee. Gate valves smaller than four inches shall not be used and any service less than four inches in size shall have a four-inch gate valve with proper reducers to meet service size.

In renewing or constructing a larger service to any premises, a permit for such work will not be issued unless the abandoned service ~~be~~ is closed at the corporation.

All services shall have minimum depth of seven feet below finished grade and shall have a stop or curb cock fitted with a box, set between the sidewalk and curb and the top of such box to the grade of the sidewalk.

The city water department maintains and repairs all existing services between the corporation and the curb cock only. On services larger than four inches, the gate valve that is tapped of the water main will be considered the curb cock for that service.

The city shall have the right to enter any premises at reasonable times and as necessary to inspect, maintain, repair or terminate the plumbing system when located on private property.

Services shall be fitted with a standard ~~compression stop and waste cock~~ Ball valve adjacent to and on the street side of the meter. An additional valve shall be provided on the house side of the meter when larger than five-eighths inch in size.

For meters one and one-half inches in size, or over, a bypass shall be required with a suitable valve on each side of the meter and a valve in the bypass and also a valve on the service as it enters the building.

Upon completion of a plumbing installation and test, where no service meter exists, the plumber shall close the water service at the curb cock and it shall remain closed until application for a meter shall have been made by the general contractor or the owner and the meter installed by the water department.

A separate and independent water connection shall be provided from the main for each building or subdivision thereof when such subdivisions are under separate ownership.

For duplex dwellings or subdivisions of buildings under single ownership, a shutoff shall be

provided for each subdivision at a point between the public sidewalk and the curb, which may be done by branching from a single service at the curb. When existing services to buildings of the latter classification do not conform to these regulations, the owner of such building shall be held responsible for the payment of water charges.

Section 2. Effective Date

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

(SEAL)

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:

**CITY OF FARGO SPECIFICATIONS  
WATER MAINS**

**PART 1  
DESCRIPTION OF WORK**

The work to be done under this section of the Specifications and the accompanying plans consists of the furnishing of all labor, material, accessories and equipment necessary to construct water mains in the City of Fargo. The work includes excavation, furnishing, laying and jointing pipe; making connections to existing water mains as necessary; installing new valves, valve boxes, or valve manholes; installing hydrants; protecting existing utilities and public and private property; backfilling trenches and other work as may be necessary to in order that the work may be completed in accordance with these Specifications and the plans accompanying them.

**PART 2**  
**MATERIALS**

All products (treatment chemicals and material) that may come into contact with water intended for use in a public water system shall meet American National Standards Institute (ANSI)/National Sanitation Foundation (NSF) International Standards 60 & 61, as appropriate. A product will be considered as meeting these standards if so certified by NSF, The Underwriters Laboratories, or other organizations accredited by ANSI to test and certify such products.

**2.1. POLYVINYLCHLORIDE (PVC) PRESSURE PIPE**

*2.1.1. MATERIAL*

The PVC material shall conform to the requirements of ASTM D-1784, Class 12454-B.

*2.1.2. PIPE MANUFACTURE*

The pipe shall be marked to indicate compliance with NSF 61, Factory Mutual (FM) and be either marked or tagged with the Underwriter Laboratory (UL) approval. All PVC pressure pipe shall be manufactured in accordance with the latest revision of AWWA Standard C900. The pipe shall be DR 18.

*2.1.3. PIPE JOINTS*

PVC pipe joints shall be rubber gasketed conforming to the requirements of ASTM D-3139-98 or the latest revision.

**2.2. DUCTILE IRON PIPE**

*2.2.1. MATERIAL*

Ductile iron pipe shall conform to AWWA C-151 Standards.

*2.2.2. PIPE MANUFACTURE*

Ductile iron pipe shall be American made and conform to a Class 53 standard thickness class unless otherwise specified.

### 2.2.3. *PIPE JOINTS*

Ductile iron pipe joints shall be slip joints with rubber gaskets and meet AWWA C-111 Standards.

### 2.2.4. *LINING*

The ductile iron pipe shall be lined with cement mortar in accordance with AWWA C104. Cement for mortar shall be Portland Cement conforming to current ASTM specifications. The thickness of the lining shall not be less than the following:

1/16" for 3 to 12 inch pipe

3/32" for 14 to 24 inch pipe

1/8" for pipe larger than 30 inches

### 2.2.5. *PIPE COATINGS*

Ductile iron pipe shall be coated with a 1 mil asphaltic coating.

### 2.2.6. *POLYETHYLENE WRAP*

All ductile pipe shall be wrapped with polyethylene plastic film having a minimum thickness of 8 mils or with a cross woven polyethylene plastic film having a minimum thickness of 4 mils. All water service taps on ductile iron main shall be wrapped for a minimum distance of 3 feet from the water main.

### 2.3. FITTINGS

All fittings shall be PVC or Ductile Iron, and shall be “push-on” or “slip-joint” unless specified otherwise in the plans or special instructions to bidders. Cast iron fittings will be used only when approved by the Engineer.

#### *2.3.1. PVC FITTINGS*

PVC fittings shall be injection molded conforming to the requirements of AWWA C-907 and carry a working pressure of at least 150 psi. Molded fittings shall be made of PVC compound with a minimum hydrostatic design basis of 4,000 psi.

#### *2.3.2. DUCTILE IRON FITTINGS*

Ductile Iron fittings shall conform to AWWA C153, and shall be cement mortar lined on the interior and bituminous coated on the exterior. Cement lining shall conform to AWWA C104, and joints shall conform to AWWA C111. All ductile iron fittings shall be wrapped with polyethylene plastic film as specified for the ductile iron pipe, which must be securely fastened to the pipe on each side of the fitting. Mechanical joint fittings, where allowed by the Engineer, shall be bid complete with gaskets, glands, and stainless steel bolts.

#### *2.3.3. COUPLINGS*

All pipe couplings up to and including 12” in diameter shall be epoxy coated ductile iron meeting or exceeding the requirements of ASTM A 536, grade 65-45-12. Couplings shall meet the requirements of AWWA Standard C219. The coupling shall carry a minimum working pressure of 300 psi, having end rings that are segmented and joined with a pinless hinge, gaskets formed from virgin Nitrile Butadiene Rubber (NBR) compounded for water and sewer service in accordance with ASTM D2000, and 304 stainless steel armor. Fasteners shall be 304 stainless steel.

Couplings up to and including 12” in diameter shall be Romac Macro HP, Hymax DI High Pressure, or approved equal. Couplings larger than 12” shall be mechanical-joint long body sleeves meeting the requirements of AWWA C153.

### 2.4. GATE VALVES

*2.4.1. GENERAL*

Cast iron resilient-seated gate valves and tapping valves shall conform to the latest requirements of AWWA C509. Ductile iron resilient-seated gate valves and tapping valves shall conform to the latest requirements of AWWA C515. The valve seats shall be able to withstand 200 psi and the body shall withstand 400 psi.

*2.4.2. CONSTRUCTION*

Size:	4" to 36"
Joints:	Joints shall be provided with AWWA standard bell ends, flanged ends or mechanical joint bell ends as required for the type of pipe being used.
Gaskets:	Rubber.
Operation:	Open left (counter clockwise) w/ 2 inch operating nut.
Bolting:	All body bolts shall be stainless steel.
Stem & seals:	The stem shall be made of bronze and shall have two "O" rings to provide sealing.
Coating:	All valves shall be coated inside and out in accordance with the latest revision of AWWA C-550.

Acceptable manufacturers are American Flow, Clow, Mueller, U.S. Pipe or Waterous.

16" and larger valves shall be installed horizontally with bevel gear actuators.

*2.5. VALVE BOXES**2.5.1. GENERAL*

Valve boxes are required on all valves. All valve boxes shall be heavy-duty cast or ductile iron in accordance with ASTM A 48 30B material specification with a minimum tensile strength of 30,000 psi, have screw type adjustment, 5 1/4" shaft, and be furnished with heavy-duty cast or ductile iron bases and covers. Covers shall be made in the USA and cast with "WATER" on them. Valve boxes shall be three-piece type, adjustable from 62 to 82 inches in height, except that they shall in all cases be supplied and installed with a sufficient quantity of additional intermediate section(s) to allow the top of the installed box to be set at finished grade at mid-height of adjustment.

### *2.5.2. VALVE BOX ADAPTOR*

Rubber valve box adaptors shall be installed for all valve boxes on all gate valves and butterfly valves. The adaptor shall be the Valve Box Adaptor II as manufactured by Adaptor, Inc. or as approved by the Engineer.

### *2.6. TAPPING SLEEVES AND VALVES*

Valves shall be in accordance with the latest revision of AWWA C-509. The sleeves shall be mechanical joint with stainless steel bolts or stainless steel tapping sleeves with a stainless steel flange.

### *2.7. HYDRANTS*

#### *2.7.1. GENERAL*

Hydrants shall be non-jacket types meeting the latest revision of AWWA C-502. All hydrants shall be equipped with a break-off traffic flange and shall be capable of being extended in 6" increments.

#### *2.7.2. CONSTRUCTION*

Main valve opening: 5" minimum.

Hydrant barrel: 7 3/8" minimum inside diameter.

Type of shut-off: Compression.

Inlet connection: 6" size- bell or mechanical joint type.

Nozzles: 2-2 1/2" hose nozzles; 1-4 1/2" pumper nozzle.

Nozzle threads: National Standard threads.

Bury depth: 8 feet 6 inches.

Operating & cap nuts: City of Fargo Standard (NST).

Direction to open: To the left (counter-clockwise).

Paint: City of Fargo Standard Red above ground line.

Bolts: All bolts below ground shall be stainless steel.

Hydrants shall be wrapped with polyethylene plastic film as per section 2.2.6.

#### *POLYETHYLENE WRAP.*

Acceptable manufacturers are Waterous WB67 Pacer and American Darling B62B-1.

## 2.8. HYDRANT MARKERS

### *2.8.1. GENERAL*

Hydrant markers shall be mounted on both sides of the post to face traffic (perpendicular to the curb) and shall be installed with each hydrant.

POST: Green U-channel- 2 lb. per foot & 9 feet long with 2 foot bury.

SIGN: 4" by 7" by 0.063" aluminum covered with Engineer Grade reflective sheeting, Red hydrant symbol on white background.

## 2.9. SERVICE CONNECTIONS

All service connections to PVC pipe shall be stainless steel, double bolt (minimum) service saddles. Service saddles shall have stainless steel washers between the nut and the plastic washer to equalize tightening stress. Rubber tapered gaskets shall be required to resist circumferential and longitudinal forces along with O-ring or flat gaskets for hydraulic seal. Saddle bolts shall be tightened to the manufacturers recommended tightness and verified with a torque wrench. Bolt tightness shall be rechecked with a torque wrench after the pipe tap is complete.

Approved saddle types:

Romac style 306

Ford style FS 300

Powerseal 3412AS

Cascade CSC2

## 2.10. YARD HYDRANTS

### *2.10.1. GENERAL*

Yard hydrants, where allowed by the Engineer, shall be brass ¾" frost proof type equipped with a brass vacuum breaker. The valve stem and plunger assembly shall be removable for inspection and repair without the need for digging up of the hydrant.

### *2.10.2. CONSTRUCTION*

Hydrant barrel: 1" brass.

Inlet connection: ¾" NPT in brass casting.

Nozzle: heavy duty ¼" brass hose thread.

Bury depth: 7 feet.

Paint: Standard Red above ground line.

Acceptable manufacturers are Merrill Any Flow Brass Frost Proof or equal.

## 2.11. TRACER WIRE AND TRACER WIRE ACCESSORIES

### *2.11.1. GENERAL*

All tracer wire and tracer wire accessories (connectors, splices, access points, and magnesium ground rods) shall be domestically manufactured in the USA. Tracer wire shall be installed along all water mains, water services, and sanitary sewer force mains unless otherwise noted in these plans. All system components, including tracer wire and tracer wire accessories must be compatible. Tracer wire and tracer wire accessories shall be considered incidental to other items.

### *2.11.2 TRACER WIRE*

All tracer wire shall meet the following criteria:

- All tracer wire shall have HDPE insulation and color coded per APWA standards for specific utility being marked
- Must carry a radio signal to aid in locating buried underground utilities
- Certified to meet ASTM B170 specification for oxygen-free electrolytic copper
- Certified to meet ASTM B869 specification for 21% conductivity, hard drawn, copper-clad steel wire
- Certified to meet ASTM D1238 specification for polyethylene plastics extrusion materials
- The wire shall be identified by surface marking indicating manufacturer's identification, conductor size, and other appropriate information.

Tracer wire to be used for direct bury shall meet the following criteria:

- 12 AWG copper clad carbon steel core with HDPE coating (30 mil thickness) and minimum 450 lb. break load

Tracer wire to be used for directional drilling and boring shall meet the following criteria:

- 12 AWG copper clad carbon steel core with HDPE coating (45 mil thickness) and minimum 1,150 lb. break load

Tracer wire to be used for pipe bursting and slip lining shall meet the following criteria:

- 7 x 7 stranded copper clad steel with HDPE coating (50 mil thickness) and minimum 4,700 lb. break load

#### 2.11.3 *TRACER WIRE CONNECTORS*

Tracer wire connectors shall be used to interconnect tracer wire at the intersection of mains and laterals. Non-locking, friction fit, twist on wire nuts, or taped connectors are prohibited.

Tracer wire connectors to be used for direct bury, directional drilling, and boring shall meet the following criteria:

- Pre-filled with dielectric silicon that never hardens.
- Waterproof and corrosion proof.
- Manufactured for the wire gauge being installed.
- Designed for direct bury and low voltage up to 50V.

Connectors used for direct bury, directional drilling, and boring shall be "DryConn Direct Bury Lug Aqua", "Copperhead Mainline to Service Connector", or approved equal.

Tracer wire connectors to be used for pipe bursting and slip lining shall meet the following criteria:

- 1/4"- 20 slotted stainless steel set screw with 30 volt maximum and shall be protected from corrosion with a wax pad or other approved anti-corrosive methods.

Connectors used for pipe bursting and slip lining shall be "SnakeBite Pipe Burst Connector" or approved equal.

#### 2.11.4 *TRACER WIRE SPLICES*

Tracer wire splices shall be used to join tracer wires at the end of a spool or when required to repair damaged tracer wire. End of spool tracer wire splices shall occur no more than once per 500 feet.

Tracer wire splices to be used for direct bury, directional drilling, and boring shall be “DryConn Direct Bury Lug Aqua”, “Copperhead Mainline to Service Connector”, “Copperhead SnakeBite Locking Connector”, or approved equal.

Tracer wire connectors to be used for pipe bursting and slip lining shall meet the following criteria:

- In-line splices for the 7x7 copper clad steel core tracer wire shall be made with a 30 volt maximum solid brass lug with a set screw locking mechanism. The brass lug shall be protected with a fast cure heat shrink that creates a weather resistant connection.

#### 2.11.5 ACCESS POINTS

Tracer wire access points shall be “Copperhead Cobra Access Point”, “Rhino TriView Test Station”, or approved equal.

Tracer wire access points installed at hydrant locations shall meet the following criteria:

- Made of polypropylene material
- Direct connection point for utility locator transmitter
- Minimum of 2 terminal exterior connection points with a jumper
- Tracer wire protection conduit connection opening at the bottom with 1” MTP thread
- Blue in color

Tracer wire access points installed at hydrant locations shall be “Copperhead Cobra Access Point” or approved equal.

The mounting bracket for connecting tracer wire access points to a hydrant shall be either a ¾” HDPE flange or a stainless steel flange. To protect tracer wire from weed whips, mowers, etc., tracer wire shall be run through a tracer wire protection conduit. The tracer wire protection conduit shall be a minimum 2-foot long piece of 1” HDPE heavy-wall innerduct with MTP thread on the connection end and an angle-cut buried end.

Tracer wire access points installed at locations other than hydrants or curb stops shall meet the following criteria:

- Temperature stable from -40 degrees Fahrenheit to +150 degrees Fahrenheit
- Color coded per APWA standards for specific utility being marked

- Shall be 54" in length
- Shall have tracer wire terminal post
- Must have a minimum of 2 external terminals 1/4" brass shall include a bolt, nut, washers and ring terminal
- TS-SHUNT/ Jumper between the two adjacent terminals shall be rust free
- Mounted to a "T" post or "U" Channel

Tracer wire access points installed at locations other than hydrants shall be "Rhino TriView Test Station" or approved equal.

#### *2.11.6 MAGNESIUM GROUND ROD*

Magnesium ground rods shall meet the following criteria:

- Shall be a 1.5 lb. drive-in magnesium ground rod
- HDPE cap mounted to top of rod
- Minimum of 12 foot factory installed 12 AWG copper clad carbon steel core tracer wire
- Magnesium ground rod tracer wire shall be 12 AWG copper clad carbon steel core with HDPE coating (30 mil thickness) and minimum 450 lb. break load
- Magnesium ground rod tracer wire coating shall be red in color

#### 2.12. INSULATION

Insulation shall be in accordance with Section 1200 of these Specifications.

### **PART 3**

### **CONSTRUCTION**

#### 3.1. GENERAL

Excavation, trenching, and backfill shall be done in accordance with Section 1000. Pipe and fittings shall be handled and laid in accordance with the latest revision of AWWA Standard C600. Pipe and fittings shall be laid in the location shown on the plans, the exact location being designated by the Engineer during construction. Before laying any pipe, it shall be cleaned of all foreign matter and kept clean thereafter. Open ends shall be protected at all times to prevent the entrance of dirt, trench water, animals or foreign material into the pipe. The bell and spigot shall be wiped clean and sufficient lubrication placed on the gasket and spigot before the pipe is pushed fully into the bell. Field cut spigot ends of push-on joints shall be beveled prior to being pushed into the bell. Every part of the pipe shall be bedded uniformly throughout its length. All handling, field cuts, polyethylene wrapping, and jointing shall be done as per the manufacturer's recommendation.

#### 3.2. ALIGNMENT

The Engineering Department will provide line and grade for all water main. All water mains shall have a minimum cover of 7.5'. Grade shall be maintained by the Contractor using methods approved by the Engineer. Water mains installed parallel to sanitary sewer shall be laid 10 feet apart, distance shall be measured edge to edge. Where a water main crosses a sanitary sewer line, a minimum vertical distance of 18 inches shall be maintained between the outside of the water main and the outside of the sewer. Deflections from a straight line or grade, where permitted by the Engineer, shall not exceed the pipe manufacturer's recommendation.

#### 3.3. THRUST BLOCKS

All fittings shall be braced by means of poured concrete or concrete thrust blocks. No wood thrust blocks will be allowed. Poured concrete shall be 3000 psi concrete poured against undisturbed earth. Care shall be taken not to cover up joints, bolts, flanges, and the fittings with concrete.

Thrust restraint at the joints may be used in lieu of concrete thrust blocking with the permission of the Engineer. Restraint devices for PVC pipe shall meet or exceed the requirements of ASTM F 1674-96 or the latest revision, Standard Test Method for Joint Restraint Products for Use with PVC Pipe.

### 3.4. SETTING HYDRANTS

All hydrants shall be vertically plumb and shall have their pumper nozzle facing and at right angles to the street. Each hydrant shall be set on a concrete block and blocked behind with concrete block(s) of sufficient size to prevent settling and horizontal movement. Hydrant bases shall be backfilled with at least 1/3 cubic yard of 1 1/4" crushed rock to facilitate drainage and covered with polyethylene plastic film. The 1 1/4" crushed rock shall extend to 6" above the weep hole. After backfilling the hydrant markers shall be installed 18 inches behind the hydrant.

### 3.5. CONNECTIONS TO EXISTING WATER MAINS

Connections between new and existing pipes shall use proper specials and fittings to suit the actual conditions encountered. Suitable facilities shall be provided for proper de-watering, drainage, and disposal of all water removed from the excavation or pipe without damage to adjacent property. Prior to the closure of existing water mains, the Contractor shall notify all affected water users.

### 3.6. WATER MAIN SHUTDOWNS

The Contractor shall coordinate water main shutdowns with the Engineer and the Mains and Hydrants Department. The Contractor is responsible for gate valve locations and property notification. The Mains and Hydrants Department will assist with cleaning and operating the valves if required.

Shutdowns in residential areas may not occur prior to 9:00 AM. Residential water users shall be notified of the outage by 7:00 PM the night before the planned shutdown.

The Contractor shall schedule outages to non-residential water users in such a manner as to minimize the impact of the outage to the user. Outage notifications to non-residential water users shall be per the direction of the Engineer, but in no case shall be given less than 2 working days prior to the shutdown.

Notifications shall be in writing and shall indicate the estimated duration of the shutdown. A sample shutoff notification form can be found on the City's website. If actual shutdown varies from the stated time by more than one hour, a second verbal notification is required.

The Contractor shall turn on all valves after the necessary water main connections have been made.

### 3.7. TEMPORARY WATER SERVICES

If the water to a property is to be out for more than 12 hours, the Contractor will be responsible for providing a temporary water service to the affected water users. All piping shall be rated for potable water use. Minimum pipe size shall be 1" diameter for up to 3 service connections, 2" diameter for 4 or more connections. The Contractor shall use larger pipes where necessary to provide adequate domestic service throughout the duration of the temporary connection. Valves shall be provided on temporary piping at intervals not to exceed 500 feet. The method of providing the temporary water service (which hydrant to use, direction to feed, etc.) shall be an option of the Contractor subject to the approval of the Engineer.

All temporary water mains and services shall be disinfected in accordance with section 1300.3.9. One water sample per block at the end of a service connection will be taken after the temporary water line is flushed. The sample shall show the absence of bacteria before connections are allowed. All mains and services shall be flushed prior to being put into service. No additional contract time will be allowed for failure to pass bacteria test.

### 3.8. SETTING VALVES

Valves will be installed where shown on the plans or as directed by the Engineer. Before installing the valve, care should be taken to ensure that all foreign material has been removed. The stuffing boxes shall be tightened and the valve opened and closed to see that all parts are in first class working order. Valves shall be set on block as shown in the details. The body of the valve shall be wrapped with polyethylene wrap, securely fastened to the pipe on both sides of the valve, as per ANSI/AWWA C105/A21.5. Valve and valve boxes must be plumb. The valve box adapter shall be installed on the valve and the valve box shall be placed directly over the operating nut, and the top of the box being brought flush with finish grade. The Valve box shall be wrapped with polyethylene plastic film as per section 2.2.6. *POLYETHYLENE WRAP*. The box shall be backfilled and thoroughly tamped around the box. After backfilling a wrench shall be dropped on the valve to ensure that it is operable. Prior to acceptance, the City Water Department will verify that each valve is easily operable.

### 3.9. DISINFECTION

All water mains shall be chlorinated as set forth by the latest revision of AWWA Standard C651. Sufficient chlorine tablets or powder shall be placed in each pipe to furnish a resultant solution of

50 to 100 parts per million of available chlorine. Generally required dosage to meet this standard is as follows:

<u>WATER MAIN SIZE</u>	<u>REQUIRED DOSAGE</u>
2"	1 LB. PER 10,000 FEET
4"	1 LB. PER 2,500 FEET
6"	1 LB. PER 1,100 FEET
8"	1 LB. PER 700 FEET
10"	1 LB. PER 350 FEET
12"	1 LB. PER 280 FEET
16"	1 LB. PER 160 FEET

The chlorinated water shall remain in the pipe line for at least 24 hours and shall have a residual chlorine content of at least 5 parts per million at that time. A bacteriological sample will be taken after the main is flushed and shall show the absence of bacteria before connections are allowed to the water main. Chlorine disinfection shall be included in the unit bid price for the pipe.

### 3.10. PRESSURE AND LEAKAGE TESTING

All water main and services shall be subjected to pressure and leakage testing. All services shall be pressure tested with the main. The Contractor shall furnish all pumping equipment, labor and gauges required for these tests and if any section of pipe does not meet these tests, the Contractor shall at his own expense locate and repair the defects and retest the line until it meets the requirements. The pipe shall be subjected to a hydrostatic test of 150 psi for a period of two hours. Each pressure test shall be limited to a maximum of 1,500 linear feet of water main. The pressure shall be held within 2 psi of this test pressure for the entire time and leakage shall not exceed the rate established by the following formula:

$$Q = (LD\sqrt{P})/148,000$$

In which:

Q= maximum permissible leakage rate in gallons per hour for the length of line being tested.

L= length of the line being tested in feet.

D= internal diameter of the pipe in inches.

P= average test pressure in psig.

In the event that the line contains more than one size of pipe, the allowable leakage for each size shall be calculated separately and then added to obtain the total allowable leakage allowed for the

lines being tested. Repairs shall be made by replacing the defective pipe or dismantling the faulty joint, cleaning, realigning the gland or gasket and reassembling the joint as per the original specification. Repair sleeves may only be used if approved by the Engineer and shall have all stainless steel parts. All cost of locating and repairing the leaks shall be borne by the Contractor.

### 3.11. BACTERIOLOGICAL TESTING

Bacteriological testing is required on all new and replaced water main before the water main is placed in service. The tests ensure that the water being introduced into the system has been properly disinfected and is free of contamination. Only the City inspector may do the testing procedure. Records are kept of the litmus test, the bacteriological tests, and the chain of custody during the sample submittal process.

All water samples for bacteriological testing shall be collected from a newly installed water service. If a project does not include newly installed water services, the Contractor shall supply all labor and materials necessary to collect the sample. The materials, location, and method for abandonment/removal of necessary materials shall be approved by the Engineer. Water samples may not be collected from a fire hydrant.

After final flushing and before the new water main is connected to the distribution system, two consecutive sets of acceptable samples, taken at least 24 hours apart, shall be collected from the new main. At least one set of samples shall be collected from every 1,200 feet of new water main. All samples shall be tested for bacteriological quality in accordance with *Standard Methods for the Examination of Water and Wastewater*, and show the absence of coliform organisms and the presence of a chlorine residual.

The basic procedure is as follows:

1. Insert litmus paper test strip in the discharge stream of the hydrant while it is being flushed. The color change will indicate that there is residual chlorine content.
2. Before the valves are opened, obtain a sterile sample of the disinfected main. This water sample will be taken after the completion of the pressure test. 100-ml samples will be taken with a chlorine neutralizer tablet in the container. The sample must be taken to the water plant immediately for testing. If this is not possible, the sample must be kept in a refrigerated container, however, the test must begin within 24 hours. Results will be available approximately 24 hours from the time the test is admitted.

3. A second sample is obtained from the same location at least 24 hours after the first sample. This sample indicates that the residual chlorine content is such that verification is obtained that the pipe, newly introduced water, and any debris are disinfected. As such, the sample must be obtained from water that has remained in the new pipe for at least 24 hours. Both samples must pass the test before the new water main may be opened and put in use in the distribution system.
4. When flushing the mains, care must be taken to ensure that flow is away from the existing mains. This may involve flushing ½ block in one direction until the water is clear, and then closing that valve and flushing from the other end of the block for a mid-block hydrant.

If the initial disinfecting fails to produce satisfactory results, the main shall be reflushed and re-sampled. If check samples also fail, the main shall be rechlorinated by the continuous feed or slug method until satisfactory results are obtained.

The Contractor should note that the testing tank may require sterilization in order to avoid contamination of the mains during the testing process. The pipe installation crews will need to ensure that the pipes are free of dirt, debris and other matter. It must be remembered that the final water quality test is not the primary means for certifying the sanitary condition of the main. The sanitary handling of materials, the construction practices, and the continual inspection of the work are the primary means for ensuring the sanitary condition of the water main.

The Contractor shall assist the inspector as necessary to obtain the samples. All costs for the disinfection and testing of water mains shall be incidental to the bid price for the water main.

### 3.12. TRACER WIRE SYSTEM

#### *3.12.1. GENERAL*

Tracer wire shall be installed below the spring line of pipes and fittings. Tracer wire shall be securely fastened to the water main pipe with tape or plastic ties at every pipe bell or at 20 foot intervals, whichever is less. In addition, tracer wire shall be secured within 1 foot of all underground utility appurtenances. The maximum mainline spacing for a tracer wire access point shall be no greater than 600 linear feet. End of spool tracer wire splices shall occur no more than once per 500 feet. All lateral tracer wires shall be a single wire, connected to the mainline tracer wire using an approved tracer wire connector. Looping or coiling of wire is not allowed.

Minimum requirements for the number of tracer wire lines are as follows:

- One wire shall be used for direct bury installations
- Two wires shall be used for directional drilling/ boring installations
- One 7x7 extreme strength copper clad steel core tracer wire shall be used for pipe bursting/ slip lining installations.

Any damage occurring during installation of the trace wire must be immediately repaired by removing the damaged wire and installing a new section of wire with approved connectors and/or splicing kits. Taping and/or spray coating is not allowed. Mainline trace wire shall not be connected to existing conductive pipes.

All costs associated with the installation and testing of the tracer wire shall be considered incidental to other items.

#### *3.12.2. TRACER WIRE CONNECTORS*

Tracer wire connectors shall be used to interconnect tracer wire at the intersection of mains and laterals. Tracer wire connectors shall be installed in accordance with the manufacturer's installation instructions. The mainline tracer wire shall not be cut.

#### *3.12.3. TRACER WIRE SPLICES*

Tracer wire splices shall be used to join tracer wire at the end of a spool or when required to repair damaged tracer wire. End of spool tracer wire splices shall occur no more than once per 500 feet.

#### *3.12.4. TRACER WIRE ACCESS POINT*

At each hydrant, the tracer wire and the magnesium ground rod tracer wire shall be routed up the side of the hydrant, through the tracer wire protection conduit, and connected to the access point. The Contractor shall leave 2 feet of tracer wire and magnesium ground tracer wire slack in the tracer wire protection conduit.

At locations other than hydrants or curb stops, tracer wire and the magnesium ground rod tracer wire shall be ran into a "Rhino TriView Test Station" or approved equal access point. The access point shall be mounted to a "U" channel post. The Contractor shall leave 2 feet of tracer wire and magnesium ground tracer wire slack in the "Rhino TriView Test Station" or approved equal access point.

Tracer wire shall not be mounted to the lid of gate valves or other devices that are located within the pavement section.

*3.12.5. TRACER WIRE MAGNESIUM GROUND RODS*

Tracer wire must be properly grounded at all hydrants. Grounding of trace wire shall be achieved by use of a drive-in magnesium ground rod specifically manufactured for this purpose and shall be driven into virgin ground below the pipe bedding. The lateral tracer wire and the magnesium ground rod tracer wire shall be ran up the hydrant through the tracer wire protection conduit and connected to the access point. The Contractor shall leave 2 feet of tracer wire and magnesium ground rod tracer wire slack in the tracer wire protection conduit.

*3.12.6. TRACER WIRE ELECTRICAL CONDUCTIVITY TEST*

All new tracer wire installations shall be located using typical low frequency (512Hz) line tracing equipment furnished by the Contractor and witnessed by the Contractor and Engineer prior to acceptance of ownership.

This verification shall be performed upon completion of rough grading and again prior to final acceptance of the project.

Continuity testing in lieu of actual line tracing shall not be accepted. All areas failing the location test shall be corrected at the Contractor's expense. The wire shall be tested in accordance with the requirements of ASTM B-1, B-3, B-8 and D-1248.

*3.12.7. ELECTRICAL CONDUCTIVITY TEST FOR DUCTILE IRON*

The Contractor shall perform a conductivity test one week after completion of pressure testing of the water main on all ductile iron pipe water main. This shall be performed in a timely manner to ensure acceptable conductivity prior to further construction.

On water main reconstruction projects, the Contractor shall perform the conductivity test prior to service line reconnections to ensure main line isolation from house services.

The Engineer and Owner may require a Contractor to test the first section of pipe installed to demonstrate the Contractor's ability to install the pipe in an acceptable manner. When the connection to the existing system is not made with a valve, the Contractor shall test the existing section to the first available valve(s) to determine the condition of the existing system, or the Contractor may make provisions to test his work separately, prior to connection to the existing system, in a manner acceptable to the Engineer.

The system (pipeline, valves, fittings and hydrants) shall be tested for electrical continuity and current capacity. The electrical test shall be made after the hydrostatic test and while the line is at normal operating pressure. Backfilling shall have been completed. The line may be tested in sections of convenient length as approved by Engineer.

Direct current of 350 amperes plus or minus 10%, shall be passed through the pipeline for 5 minutes. Current flow through the pipe shall be measured continuously on a suitable ammeter and shall remain steady without interruption or fluctuation throughout the 5-minute test period.

Insufficient current or intermittent current or arcing, indicated by large fluctuation of the ammeter needle, shall be evidence of defective contact in the pipeline. The cause shall be isolated and corrected. Thereafter, the section in which the defective test occurred shall be retested as a unit and shall meet the requirements.

Sources of D.C. for these tests may be motor generators, arc welding machines, or other approved sources. All such equipment shall be furnished by the Contractor.

Cables from the power source to the section of system under test should be a sufficient size to carry the test current without overheating or excessive voltage drop.

After the test, the hydrant shall be shut off and cap loosened to allow hydrant drainage. Tighten cap after drainage.

3.13. FINAL INSPECTION

The Contractor and the City of Fargo representative will operate all main valves and inspect all stop boxes for access. This procedure will be accomplished after all clean up, etc. has been completed. This inspection will be made prior to the final payment for work performed. Any defects shall be promptly repaired by the Contractor at his cost.

**PART 4**  
**GUARANTEE, MEASUREMENT & PAYMENT**

4.1. GUARANTEE

The guarantee shall be per the contract.

4.2. MEASUREMENT AND PAYMENT

*4.2.1. GENERAL*

The cost of excavation, trenching, and backfill shall be included as part of this specification.

*4.2.2. WATER MAIN PIPE*

Pipe will be measured by customary and conventional methods and paid for on a unit price basis for the actual length installed.

Measurement will be from the center of the fitting or valve to the center of the next fitting or valve. The unit price shall include the cost of the pipe, jointing material, tracer wire and tracer wire accessories, concrete thrust blocking or joint restraint and all other appurtenance costs except valves, hydrants, and fittings, completely installed in accordance with the Specifications.

*4.2.3. FITTINGS*

Unless otherwise noted on the plans, water main fittings will be measured by the pound without joint accessories or cement lining. The weight for fittings not listed in the tables below shall be in accordance with AWWA C153. The weight for fittings not listed in the tables below or in AWWA C153 shall be the actual weight of the fitting(s) furnished and installed based on acceptable documentation provided by the Contractor. The standard weight of water main fittings, for payment purposes, shall be as follows:

Bends, Caps, and Plugs							
Size	Fitting Weights, lbs. (AWWA C153)						
	Bends (degrees)				Caps	Plugs	Sleeves
	90	45	22.5	11.25			
4	25	22	18	16	9	10	20
6	39	32	31	30	15	16	29
8	57	46	46	42	22	26	45
10	89	70	64	58	32	36	61
12	108	86	80	67	42	46	76
14	210	160	136	93	66	75	128
16	264	202	172	148	92	95	159
20	400	305	310	245	125	135	236
24	565	405	412	315	166	175	306

Tees, Crosses, and Reducers									
Run Branch		Fitting Weights, lbs. (AWWA C153)			Run Branch		Fitting Weights, lbs. (AWWA C153)		
		Tee	Cross	Reducer			Tee	Cross	Reducer
Large	Small				Large	Small			
4	4	32	40		16	6	228	240	124
6	4	46	57	24	16	8	248	260	124
6	6	56	75		16	10	264	317	124
8	4	60	68	32	16	12	280	306	112
8	6	72	74	36	16	14	316		140
8	8	86	105		16	16	322	385	
10	4	78	112	46	20	6	315		
10	6	90	119	47	20	8	345	379	
10	8	105	124	50	20	10	370		220
10	10	120	145		20	12	395	413	205
12	4	94	119	58	20	14	440		200
12	6	110	126	58	20	16	465		200
12	8	125	149	57	20	20	535		
12	10	140	179	61	24	6	415		
12	12	160	213		24	8	445	481	
14	4	172			24	10	470		
14	6	182	200	100	24	12	500	529	305
14	8	206	228	100	24	14	550		306
14	10	228		100	24	16	580	576	320
14	12	234		100	24	20	660	1589	300
14	14	280	299		24	24	720		

*4.2.4. VALVES*

Valves will be paid for under the unit price bid per each complete in place. The unit price will include the valve, jointing material, valve box, valve box adaptor, concrete blocking, necessary extensions, and all other work necessary for a complete and workable valve installation.

*4.2.5. HYDRANTS AND YARD HYDRANTS*

Hydrants will be paid for under the unit price bid per each complete in place. The unit price will include the hydrant with hydrant marker, rock bedding, blocking, excess excavation and all other work necessary for a complete and workable hydrant installation.

*4.2.6. POLYETHYLENE WRAP*

Polyethylene wrap shall be included in the unit bid price for ductile iron pipe, fittings, hydrants, and valves. All material, labor, equipment and incidental costs necessary to install the plastic wrap shall be included.

*4.2.7. DISINFECTION AND TESTING WATER MAINS*

Disinfection and testing of water mains shall be incidental to the bid price for the water main. Payment will not be made for water main until such time as it has been successfully tested.

*4.2.8. TAPPING SLEEVES AND VALVES*

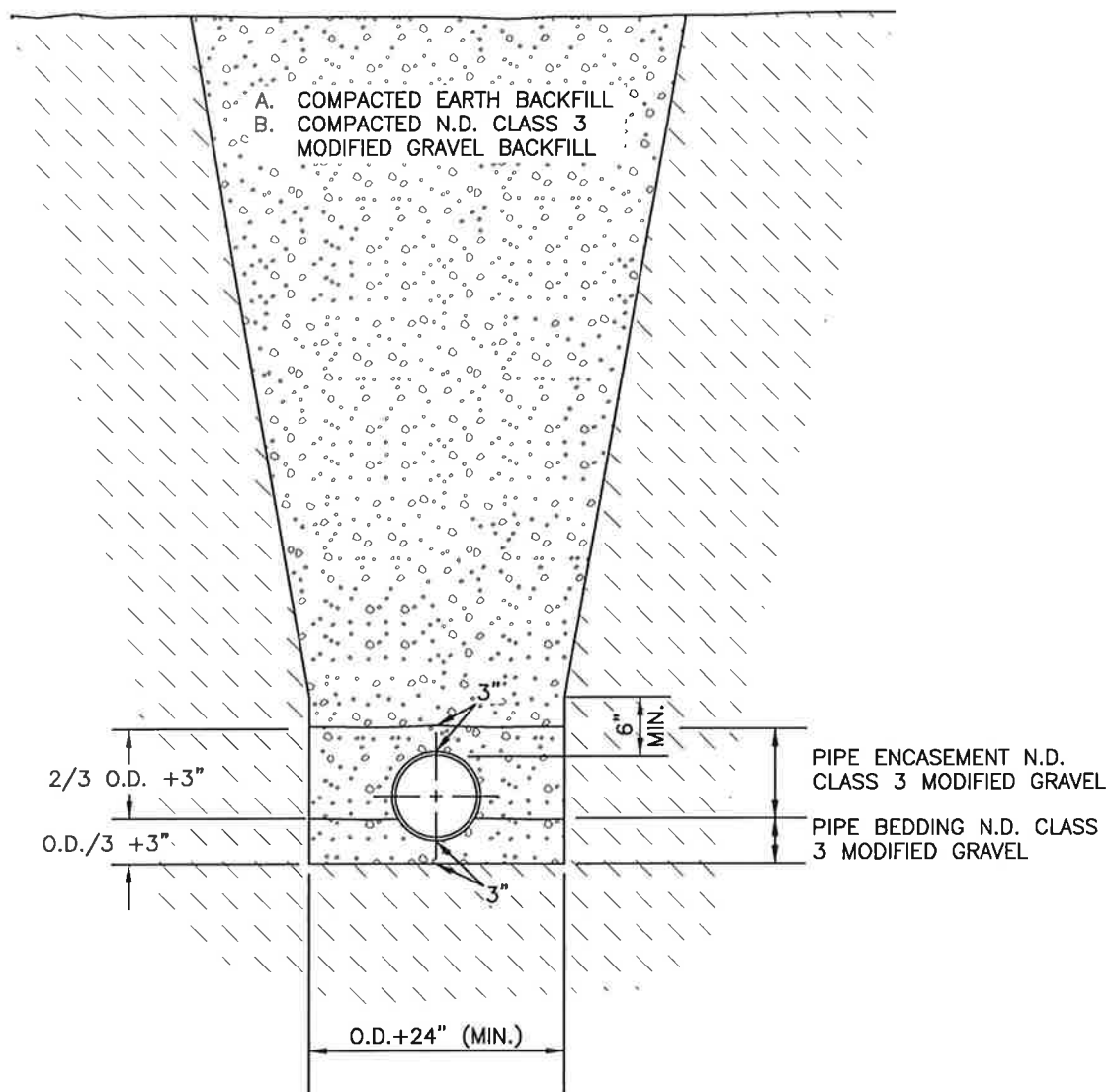
The unit bid price shall include the cost of furnishing and installing the tapping sleeve and valve. The City of Fargo Water Department will make the tap for 12" and smaller taps. On taps larger than 12", the Contractor shall make arrangements with other entities to make the tap. For connections made to the water main that are not made under city contract the Contractor will be billed for the connection by the City Water Department.

*4.2.9. TRACER WIRE*

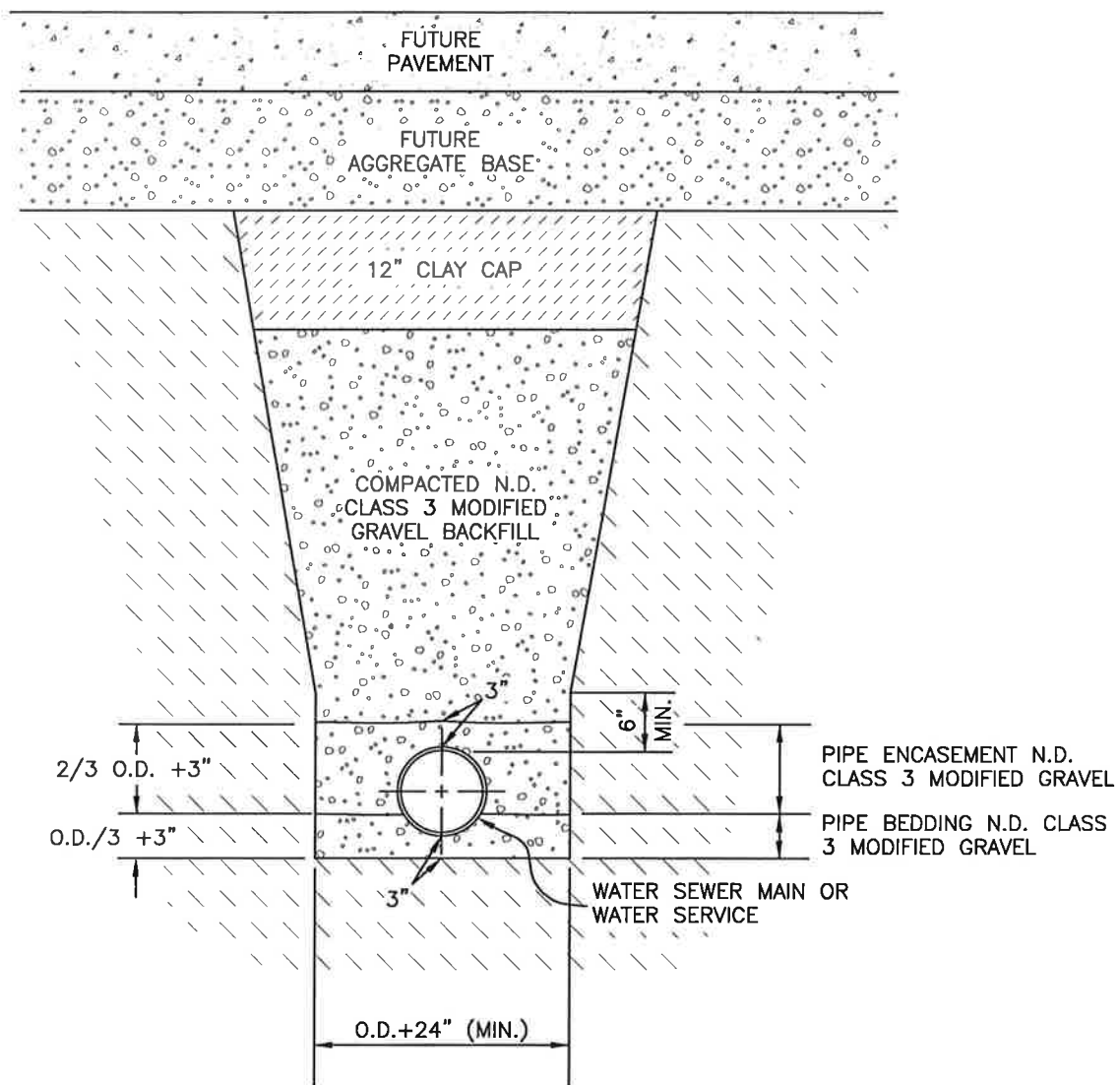
The tracer wire system and electrical conductivity testing shall be considered incidental to water main construction.

*4.2.10. OTHER COSTS*

All other costs for work necessary to properly complete the work specified herein shall not be bid items; the costs shall be charged to other items unless a bid item is specifically included on the bid sheet.



<b>THE CITY OF</b> <b>Fargo</b> <small>FAR MORE</small> <b>ENGINEERING</b> <b>DEPARTMENT</b>	SECTION: 1300	DRAWING: 5.1
	REVISION: 2019	
	<b>WATER MAIN</b>	
	<b>TRENCH BACKFILL</b>	
APPROVED:		DATE:



**NOTE:**  
THIS DETAIL APPLIES WHERE WATER MAIN IS INSTALLED UNDER FUTURE PAVING WITH EDGE DRAIN.

<b>THE CITY OF</b> <b>Fargo</b> <small>FAR MORE</small> <b>ENGINEERING</b> <b>DEPARTMENT</b>	SECTION: 1300	DRAWING: 5.2
	REVISION: 2019	
	<b>WATER MAIN TRENCH</b>	
	<b>UNDER NEW PAVEMENT</b>	
APPROVED:		DATE:

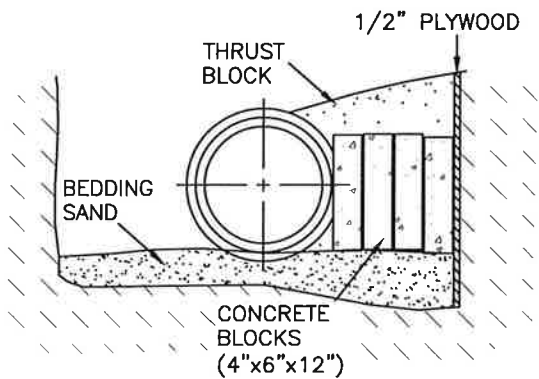
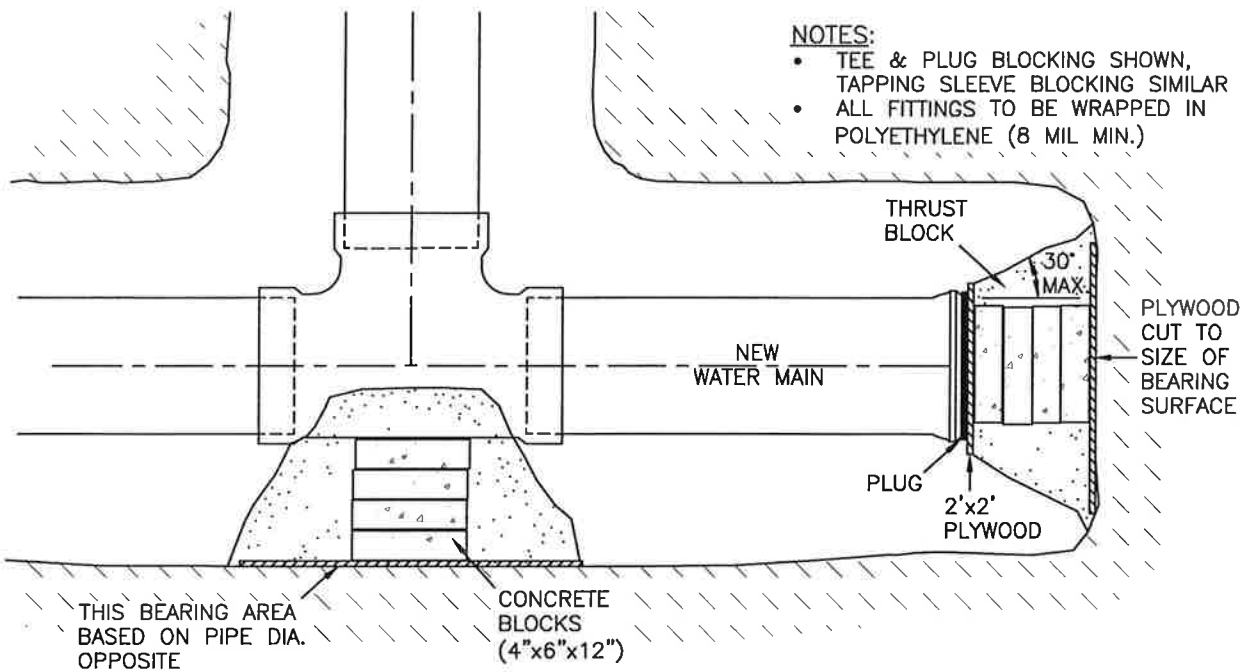
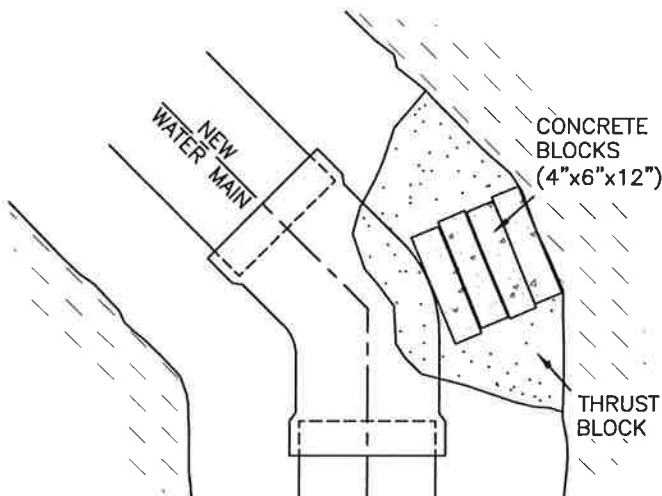


TABLE OF REQUIRED BEARING AREAS

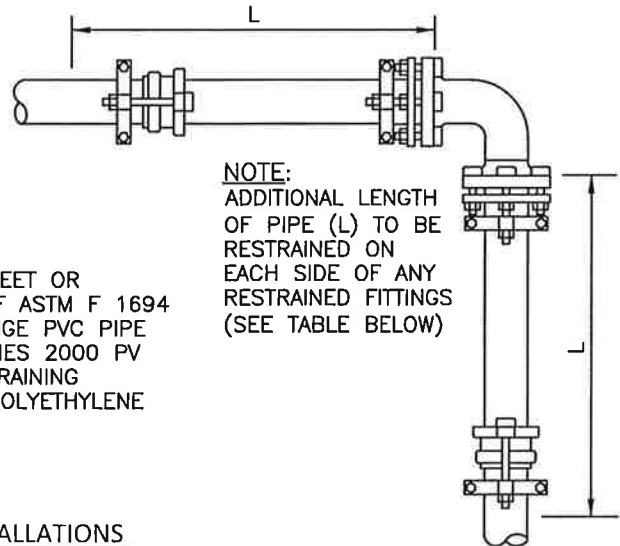
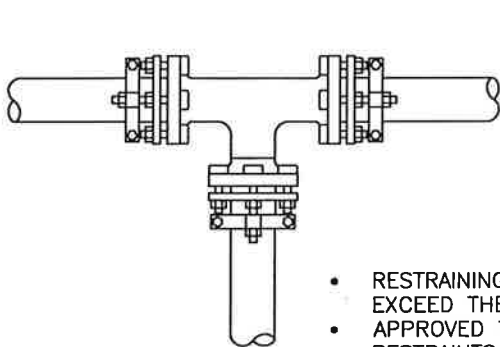
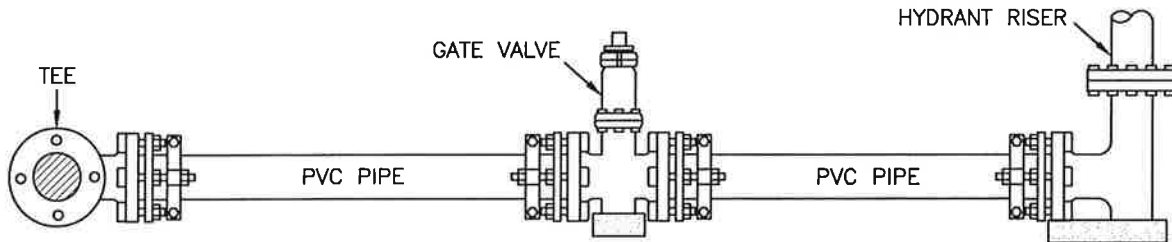
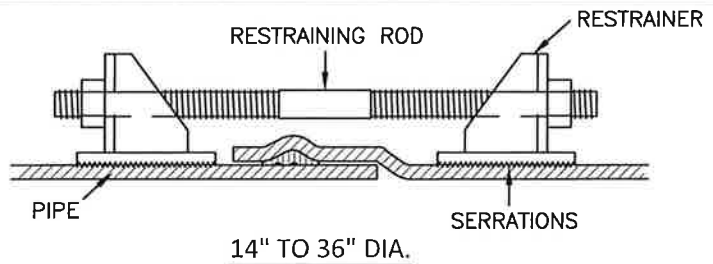
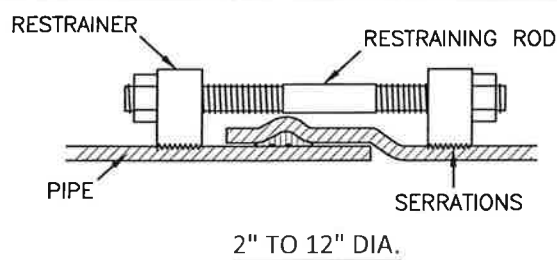
PIPE SIZE	BEND ANGLE				TEE
	90°	45°	22-1/2°	11-1/4°	
4"	2' SQ.	2' SQ.	2' SQ.	2' SQ.	2' SQ.
6"	3' SQ.	2' SQ.	2' SQ.	2' SQ.	3' SQ.
8"	5' SQ.	3' SQ.	2' SQ.	2' SQ.	4' SQ.
10"	8' SQ.	4' SQ.	3' SQ.	2' SQ.	6' SQ.
12"	11' SQ.	6' SQ.	3' SQ.	2' SQ.	8' SQ.
16"	20' SQ.	11' SQ.	6' SQ.	4' SQ.	15' SQ.
18"	25' SQ.	14' SQ.	7' SQ.	4' SQ.	18' SQ.



**NOTES:**

- CONCRETE BLOCKING TO BE POURED AGAINST UNDISTURBED EARTH. BELLS AND BOLTS TO BE KEPT FREE OF CONCRETE. CONCRETE IN PLACE TO BE INCLUDED IN PRICE BID FOR WATER MAIN.
- IF APPROVED BY THE ENGINEER, SOLID CONCRETE BLOCKS MAY BE USED FOR BLOCKING ON 8" DIA PIPE AND BELOW. 10" DIA. PIPE AND ABOVE WILL CONFORM TO CONCRETE POURED IN PLACE AREAS SHOWN ABOVE.

<b>THE CITY OF</b> <b>Fargo</b> <small>FAR MORE</small> ENGINEERING DEPARTMENT	SECTION: 1300	DRAWING: 5.3
	REVISION: 1999	
	<b>WATER MAIN</b> <b>THRUST BLOCKING</b>	
	APPROVED:	DATE:



- RESTRAINING DEVICES SHALL MEET OR EXCEED THE REQUIREMENTS OF ASTM F 1694
- APPROVED TYPES ARE UNIFLANGE PVC PIPE RESTRAINTS & EEBA IRON SERIES 2000 PV
- ALL METAL FITTINGS AND RESTRAINING DEVICES TO BE WRAPPED IN POLYETHYLENE PLASTIC (8 MIL MIN.)

NOTE:  
ADDITIONAL LENGTH  
OF PIPE (L) TO BE  
RESTRAINED ON  
EACH SIDE OF ANY  
RESTRAINED FITTINGS  
(SEE TABLE BELOW)

#### TYPICAL INSTALLATIONS

NOM. PIPE SIZE	90° BEND (L)	45° BEND (L)	22.5° BEND (L)	11.25° BEND (L)	SIZE ON SIZE TEE (L)*	VALVE/ DEAD- END (L)
6"	19'	8'	4'	2'	2'	35'
8"	25'	11'	5'	3'	13'	45'
10"	31'	13'	6'	3'	23'	55'
12"	36'	15'	8'	4'	33'	65'
16"	47'	20'	10'	5'	52'	84'

\* RECOMMENDED RESTRAINED LENGTHS FOR TEES ARE FOR THE BRANCH OUTLET AND ASSUME A MINIMUM 10 FT. SECTION OF PIPE ATTACHED TO EACH SIDE OF THE RUN. RESTRAINT DEVICES ARE ALSO REQUIRED ON BOTH RUN JOINTS OF THE TEE ITSELF.

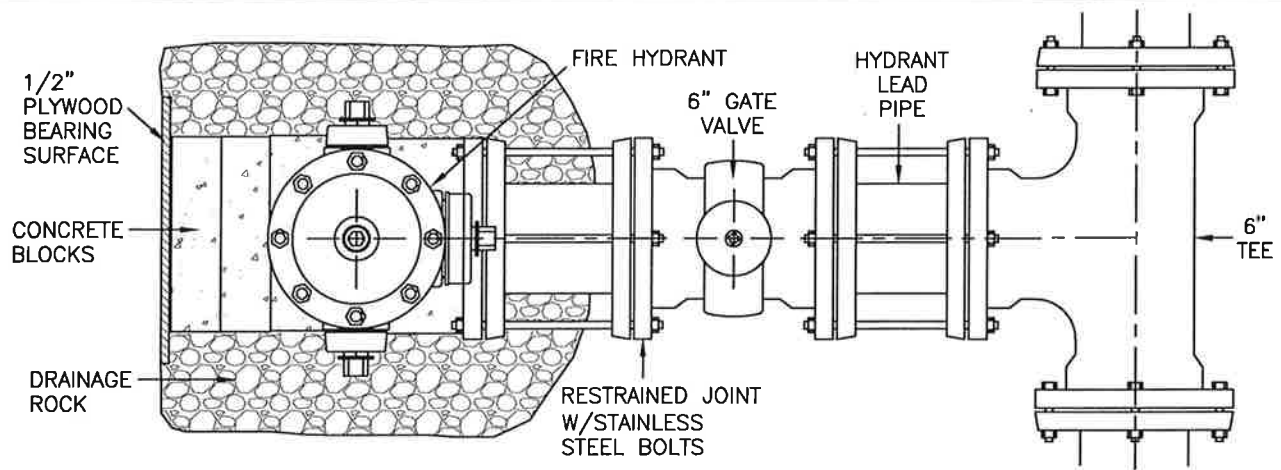
SIZE	45° VERT. OFFSET* (L)	22.5° VERT. OFFSET* (L)
6"	15'/8"	7'/4"
8"	19'/11"	9'/5"
10"	23'/13"	11'/6"
12"	27'/15"	13'/8"
16"	35'/20"	17'/10"

\* FIRST NUMBER IS THE RECOMMENDED RESTRAINED LENGTH ON EACH SIDE OF THE DOWN BEND, THE SECOND NUMBER IS THE LENGTH FOR EACH SIDE OF THE UP BEND.

#### RESTRAINED LENGTHS OF PVC PIPE

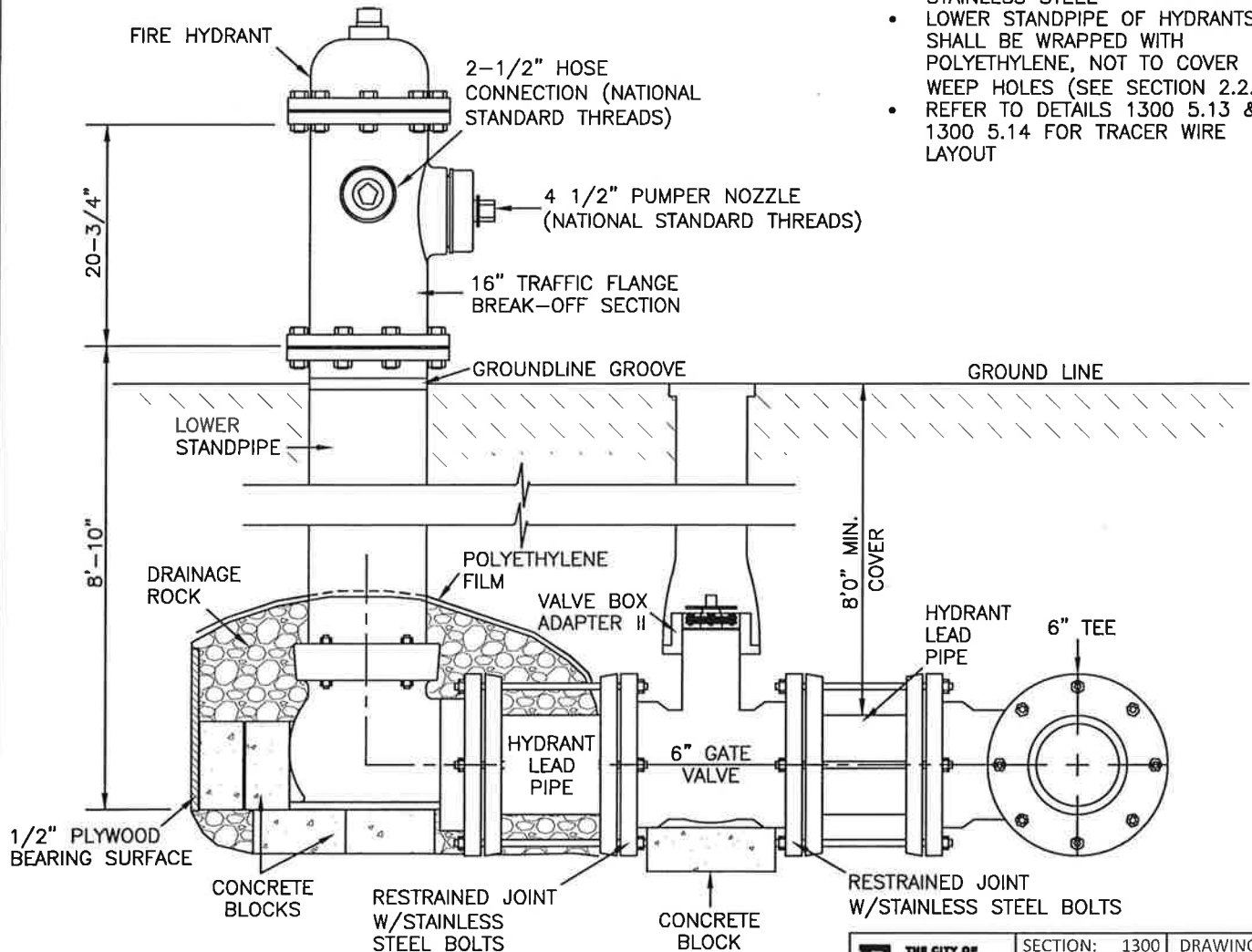
**THE CITY OF**  
**Fargo**  
FAR MORE  
ENGINEERING  
DEPARTMENT

SECTION: 1300	DRAWING: 5.4
REVISION: 1999	
<b>RESTRAINT DEVICE FOR PVC PIPE BELL JOINTS</b>	
APPROVED:	DATE:

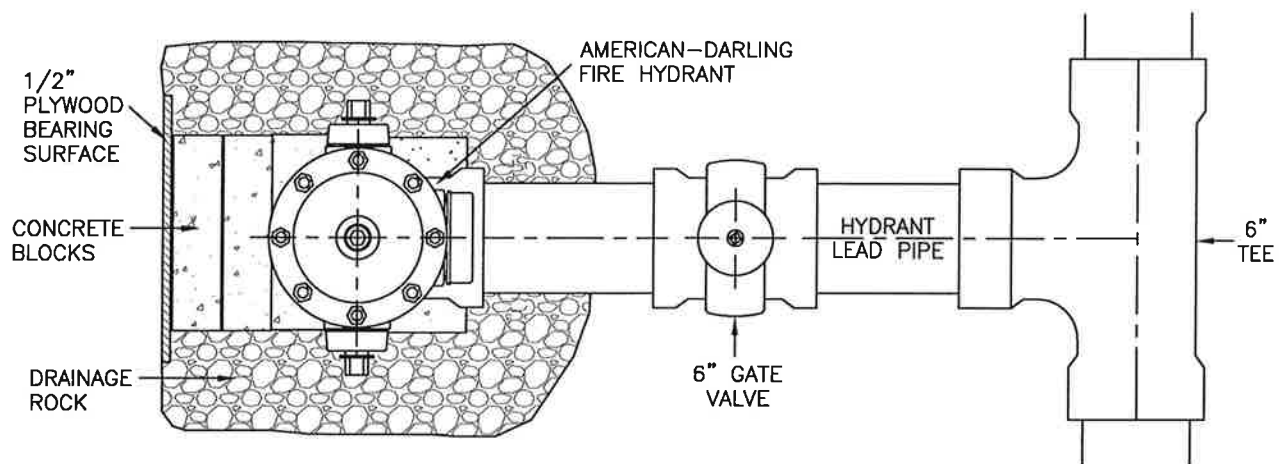


**NOTES:**

- OPERATING & CAP NUTS: CITY OF FARGO STANDARDS
- BOLTS BELOW GROUND SHALL BE STAINLESS STEEL
- LOWER STANDPIPE OF HYDRANTS SHALL BE WRAPPED WITH POLYETHYLENE, NOT TO COVER WEEP HOLES (SEE SECTION 2.2.6)
- REFER TO DETAILS 1300 5.13 & 1300 5.14 FOR TRACER WIRE LAYOUT

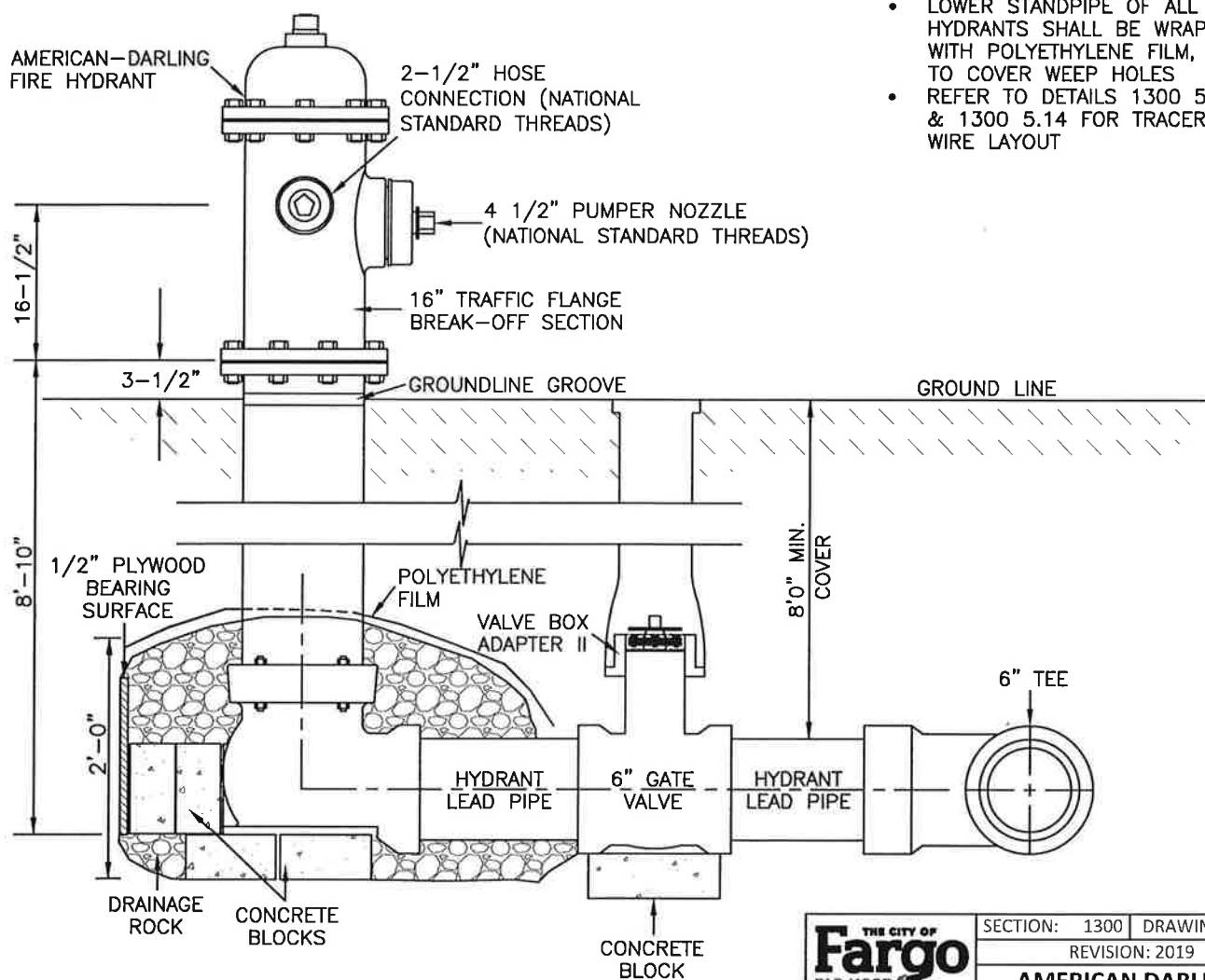


SECTION: 1300	DRAWING: 5.5
REVISION: 2019	
<b>RESTRAINED MECHANICAL JOINT</b>	
APPROVED:	DATE:

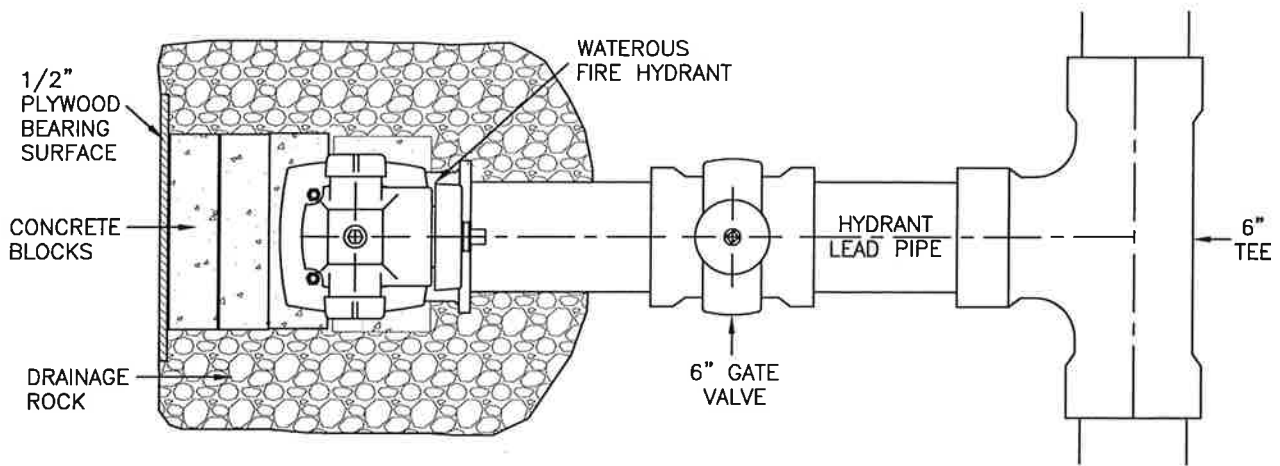


**NOTES:**

- OPERATING & CAP NUTS: CITY OF FARGO STANDARDS
- BOLTS BELOW GROUND SHALL BE STAINLESS STEEL
- LOWER STANDPIPE OF ALL HYDRANTS SHALL BE WRAPPED WITH POLYETHYLENE FILM, NOT TO COVER WEEP HOLES
- REFER TO DETAILS 1300 5.13 & 1300 5.14 FOR TRACER WIRE LAYOUT

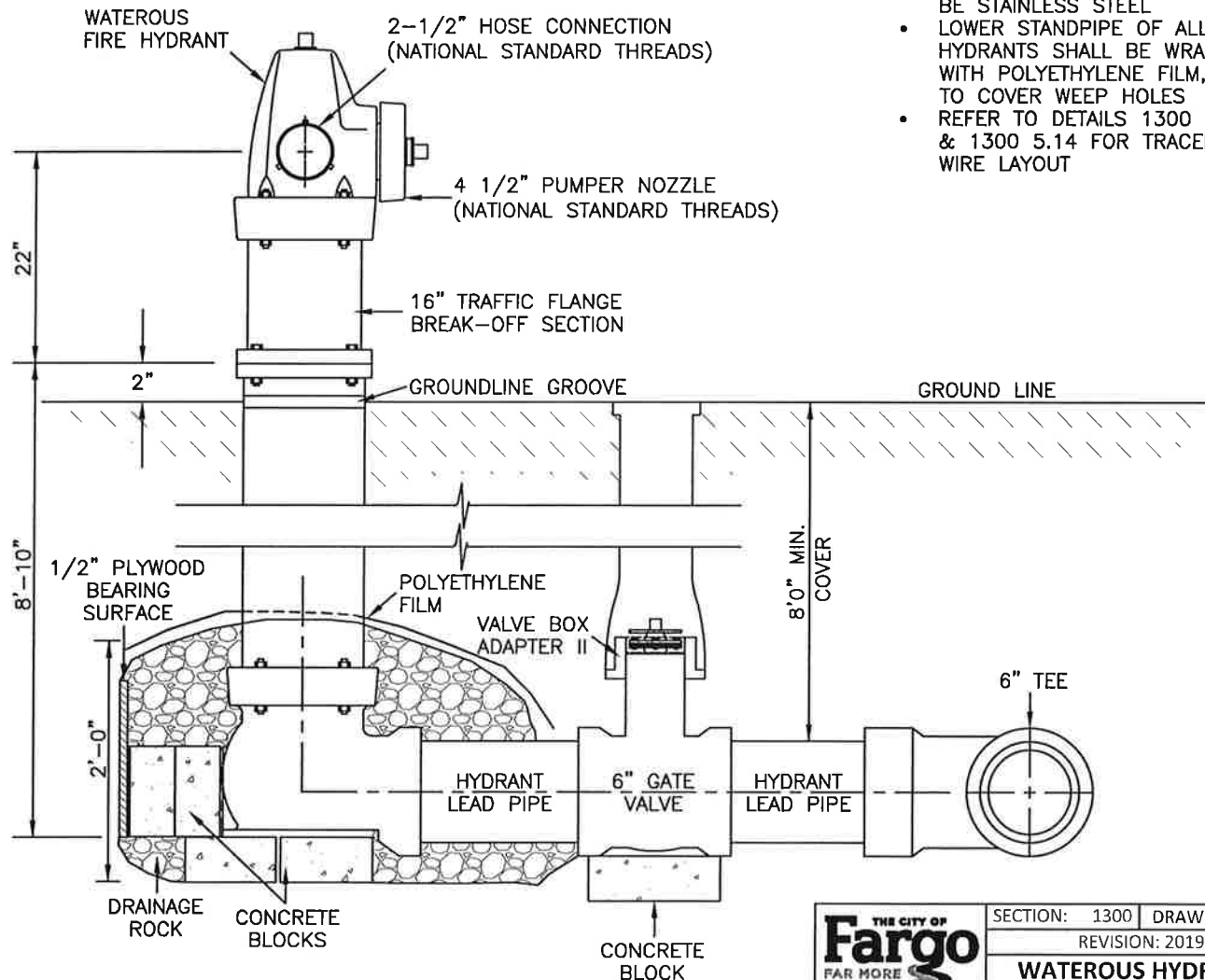


SECTION: 1300	DRAWING: 5.6
REVISION: 2019	
<b>AMERICAN DARLING HYDRANT CONNECTIONS</b>	
APPROVED:	DATE:



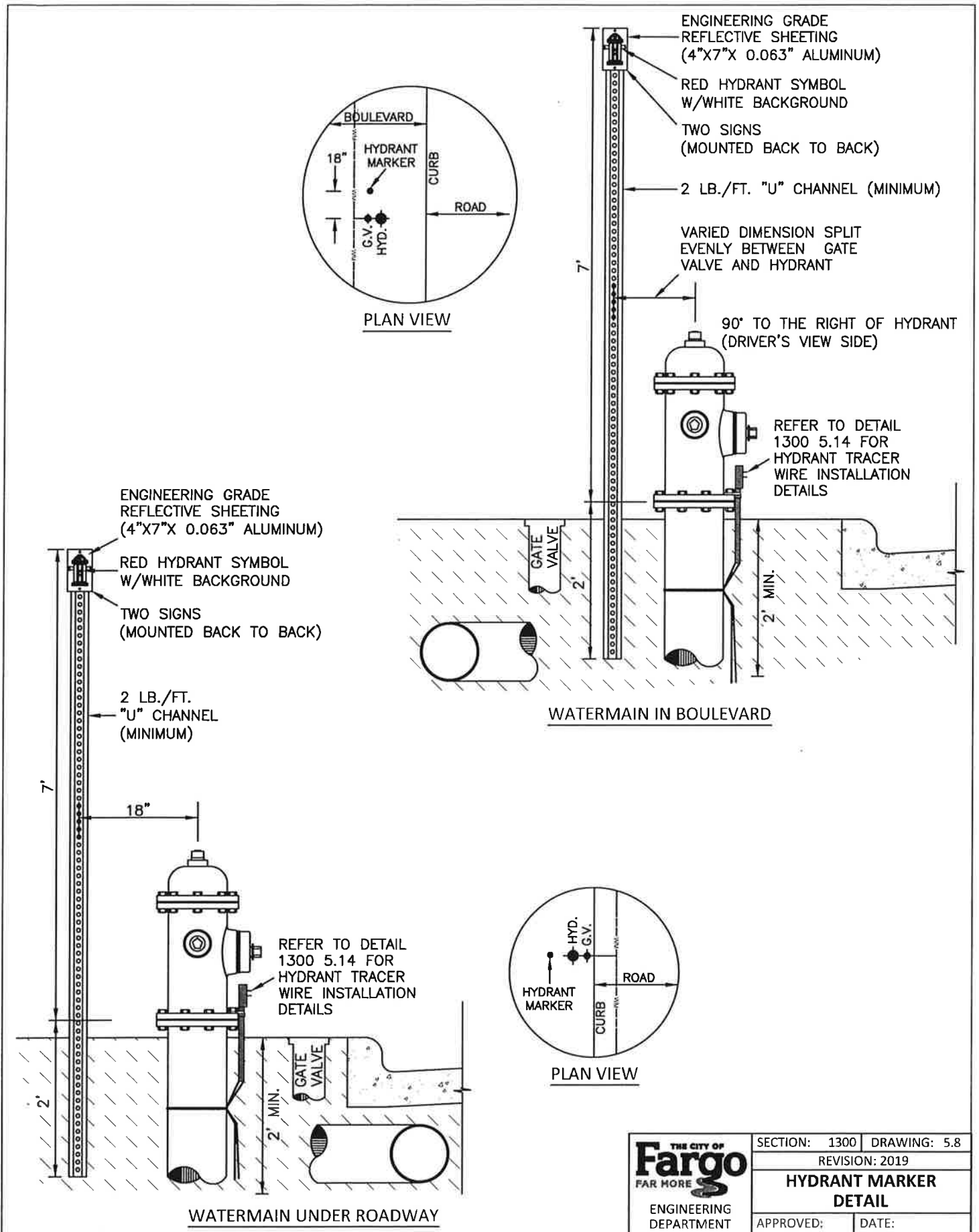
**NOTES:**

- OPERATING & CAP NUTS: CITY OF FARGO STANDARDS
- BOLTS BELOW GROUND SHALL BE STAINLESS STEEL
- LOWER STANDPIPE OF ALL HYDRANTS SHALL BE WRAPPED WITH POLYETHYLENE FILM, NOT TO COVER WEEP HOLES
- REFER TO DETAILS 1300 5.13 & 1300 5.14 FOR TRACER WIRE LAYOUT

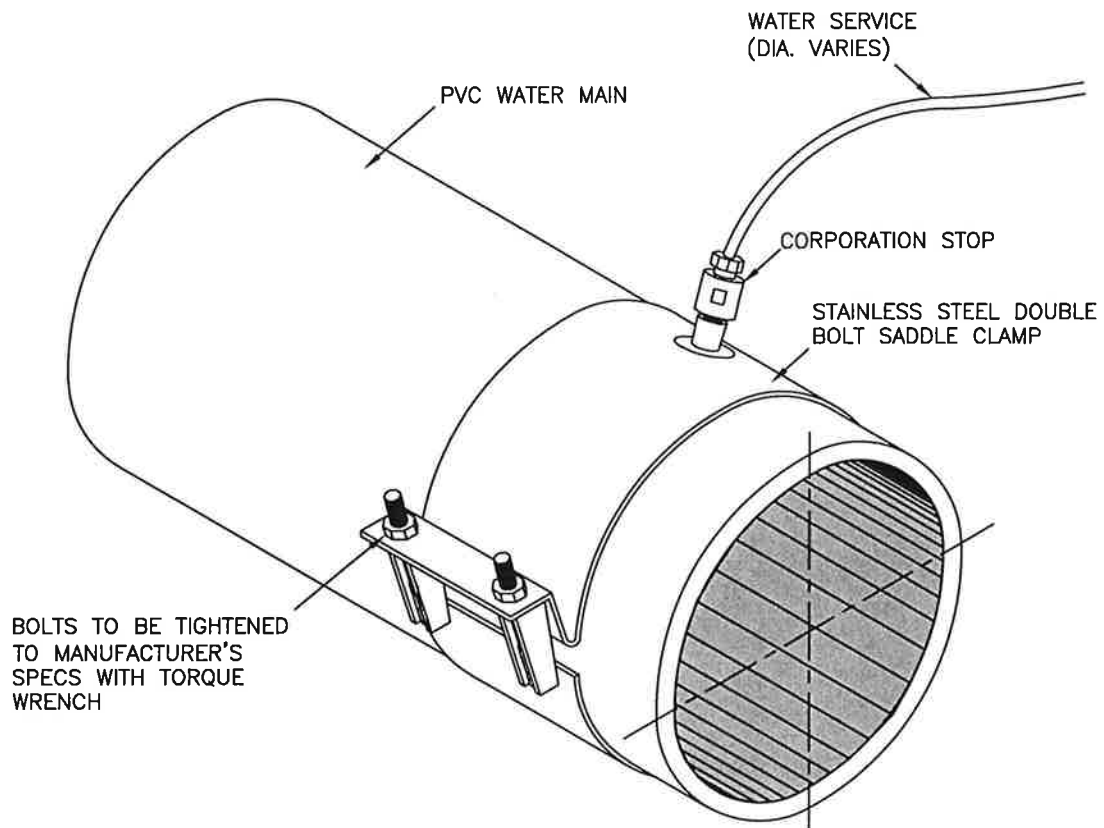


**THE CITY OF**  
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FAR MORE  
ENGINEERING  
DEPARTMENT

SECTION: 1300	DRAWING: 5.7
REVISION: 2019	
<b>WATEROUS HYDRANT CONNECTIONS</b>	
APPROVED:	DATE:

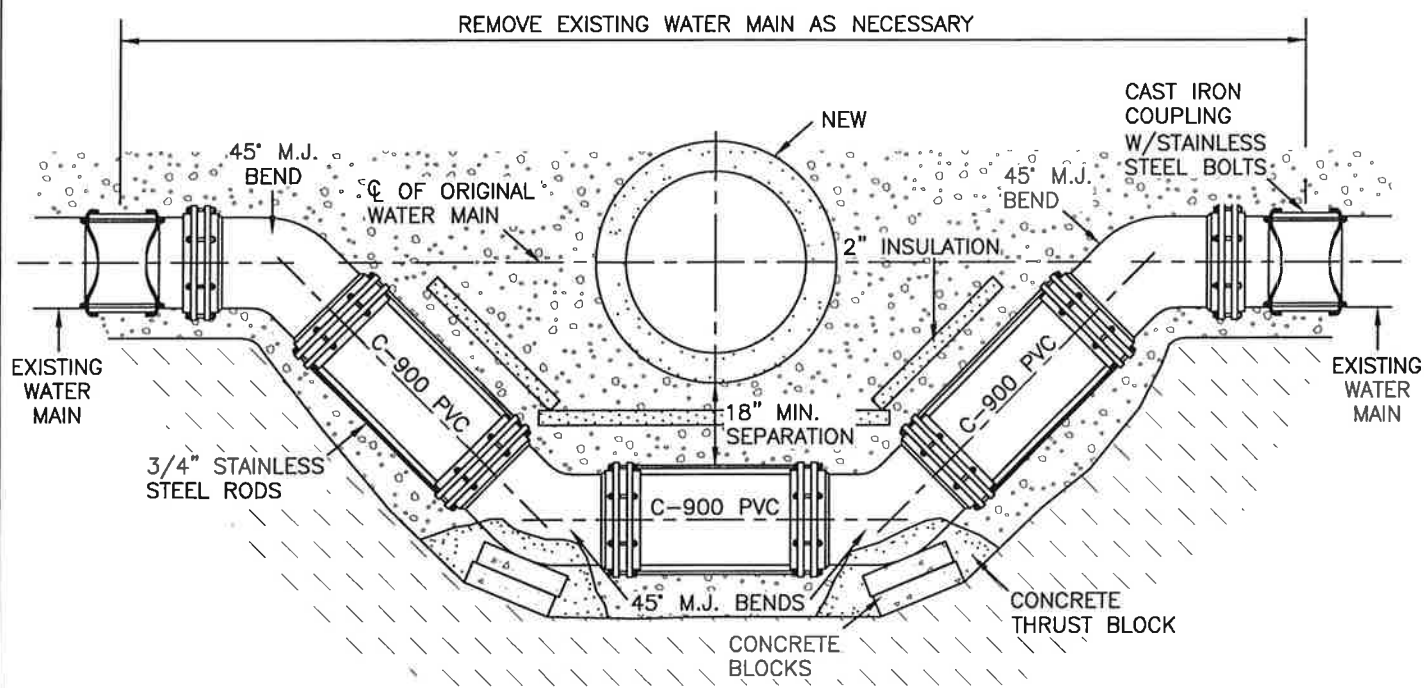


<b>THE CITY OF</b> <b>Fargo</b> <small>FAR MORE</small> ENGINEERING DEPARTMENT	SECTION: 1300	DRAWING: 5.8
	REVISION: 2019	
	<b>HYDRANT MARKER</b>	
	<b>DETAIL</b>	
APPROVED:		DATE:



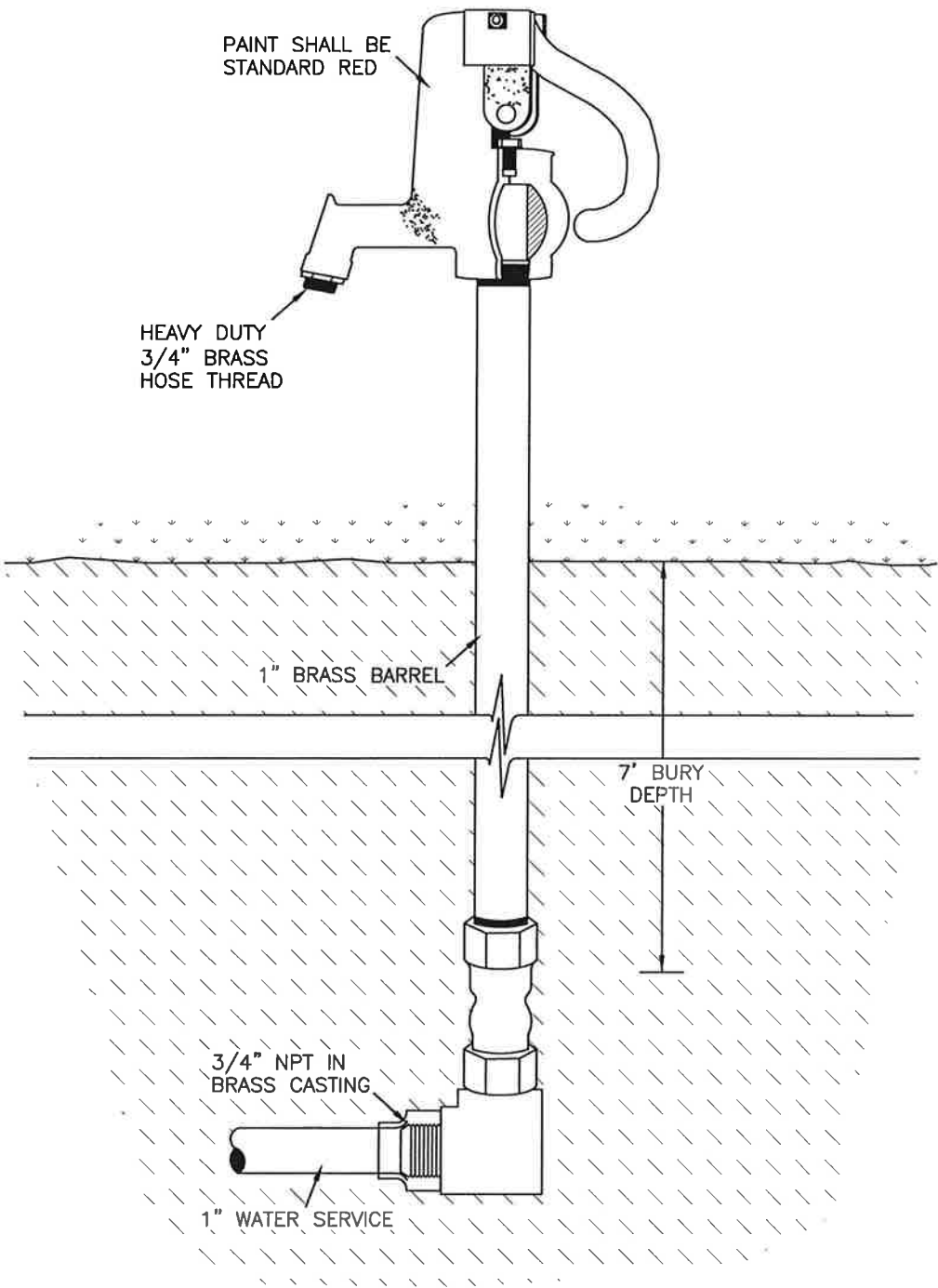
**NOTES:**

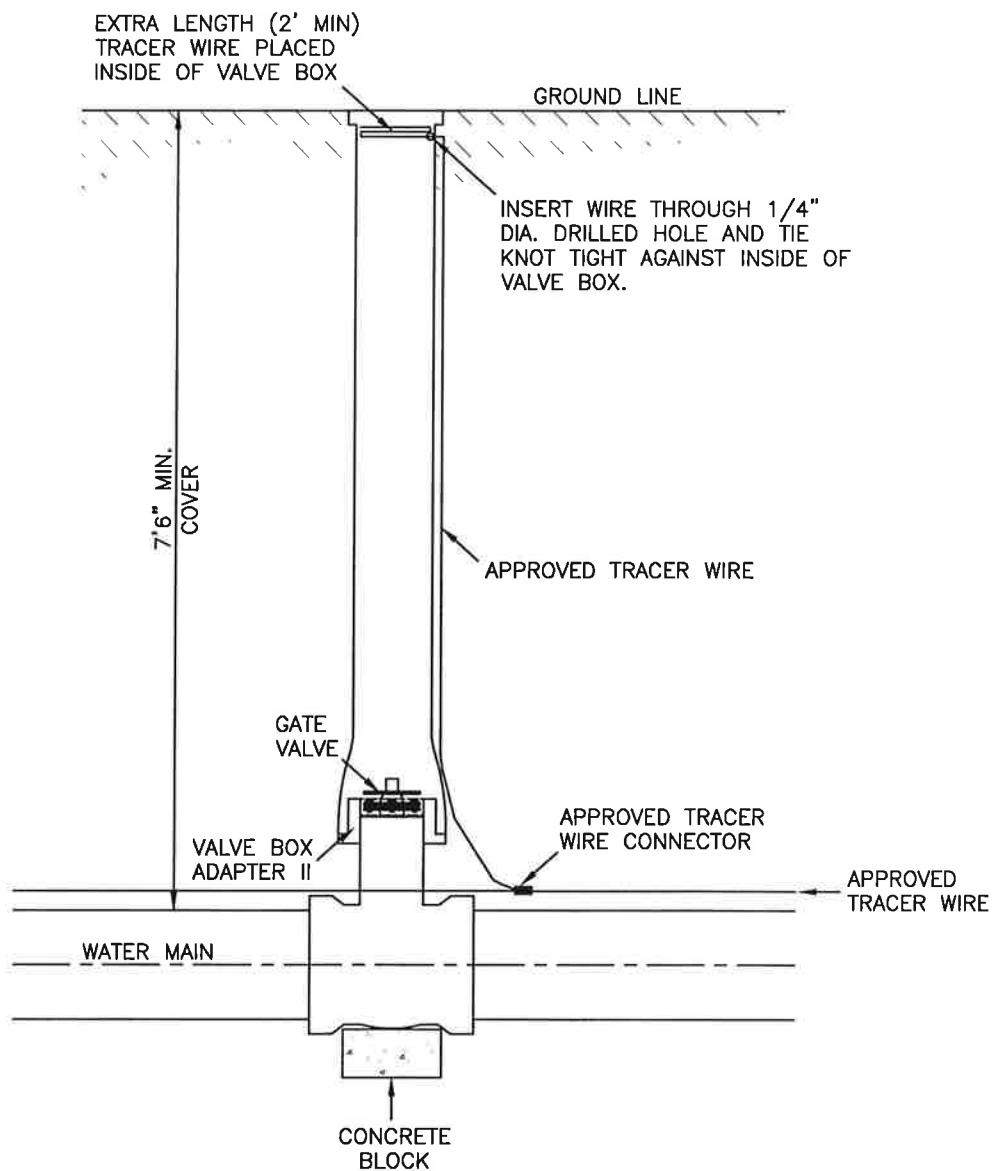
- THE CONTRACTOR WILL BE REQUIRED TO USE ALL STAINLESS STEEL SADDLE SERVICES. DIRECT TAPS WILL NOT BE PERMITTED.
- REFER TO DETAILS 1300 5.13 & 1300 5.14 FOR TRACER WIRE LAYOUT.



**NOTES:**

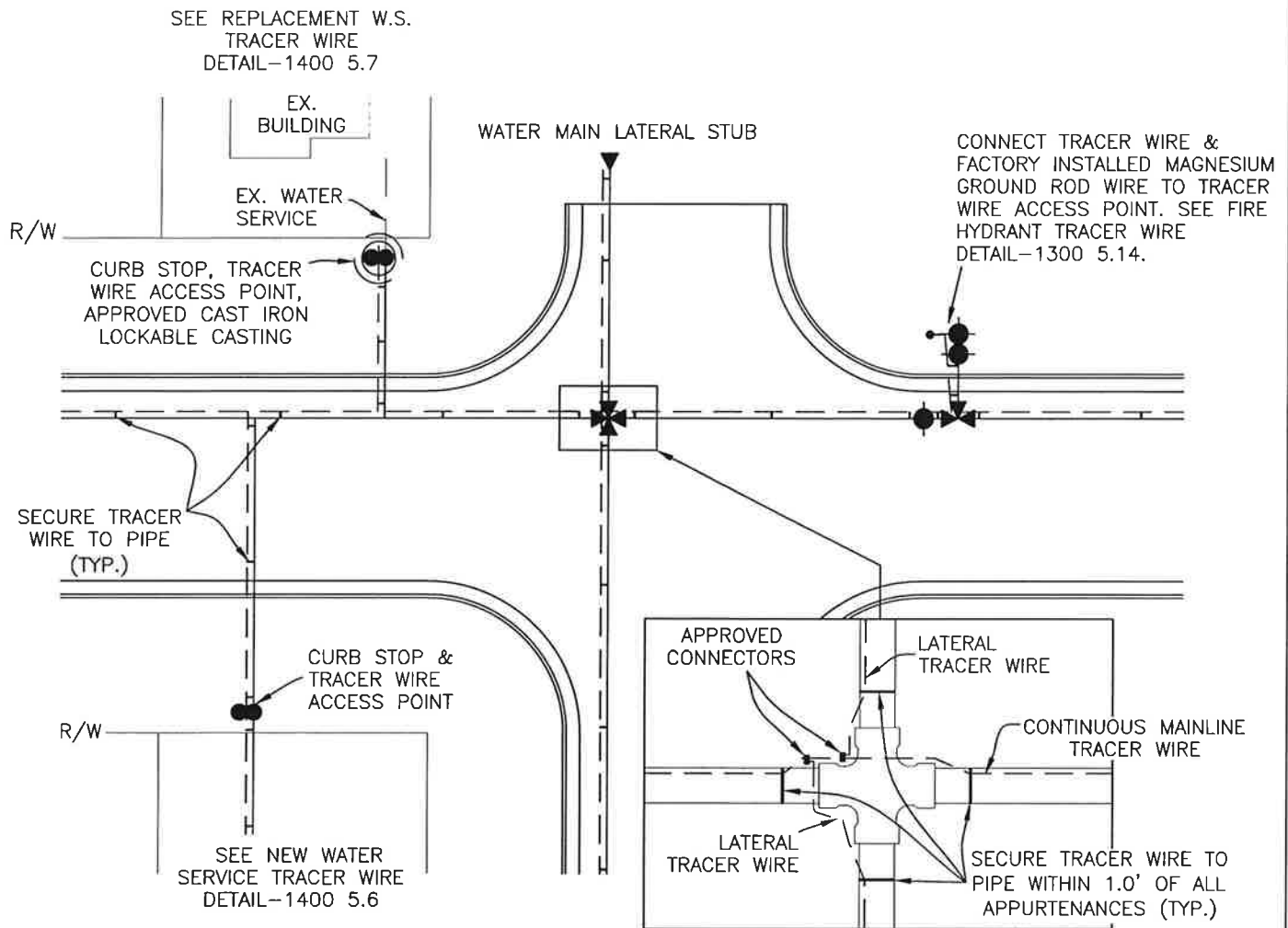
- ALL FITTINGS TO BE WRAPPED IN POLYETHYLENE PLASTIC (8 MIL MIN.)
- BELLS AND BOLTS TO BE KEPT FREE OF CONCRETE.
- ALL JOINTS TO HAVE RESTRAINING GLANDS WITH  $\frac{3}{4}$ " STAINLESS RODS.



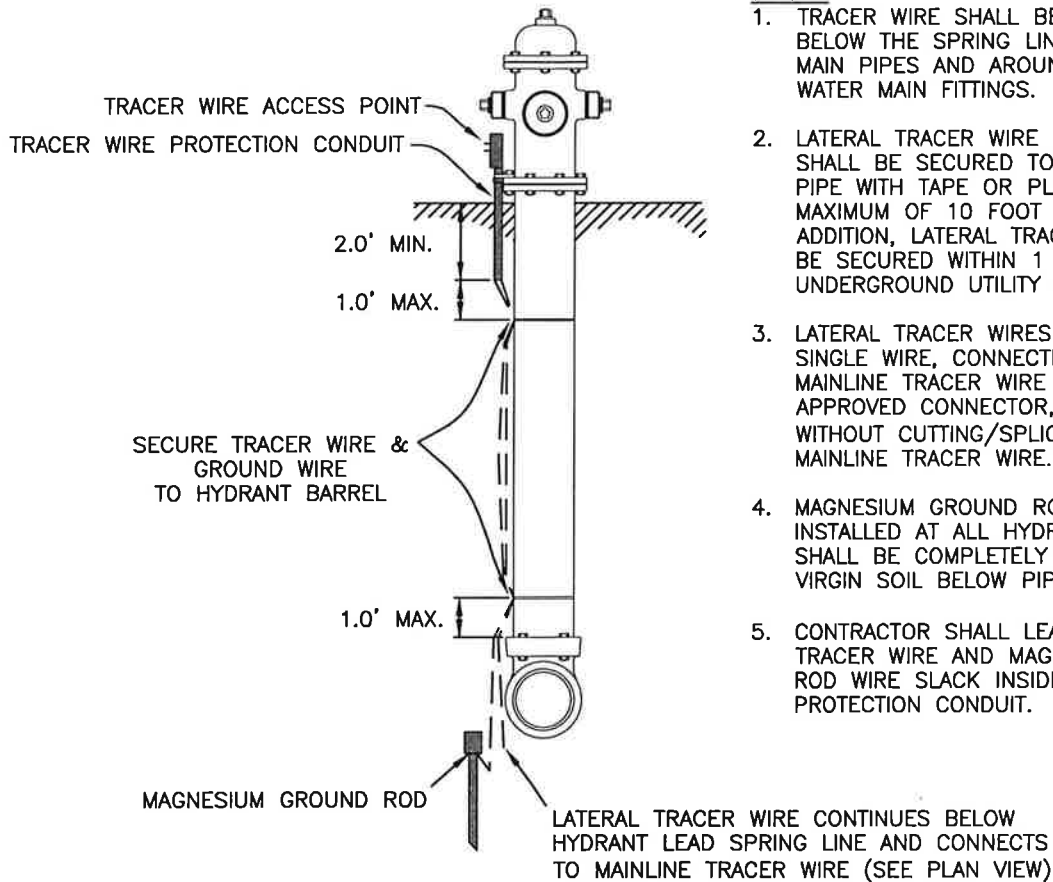


**NOTE:**

TRACER WIRE WILL NOT NORMALLY BE INSTALLED VERTICALLY UP VALVE BOXES AS SHOWN. THIS DETAIL APPLIES ONLY WHERE SPECIFICALLY CALLED FOR ON THE PLANS OR AS DIRECTED BY THE ENGINEER.

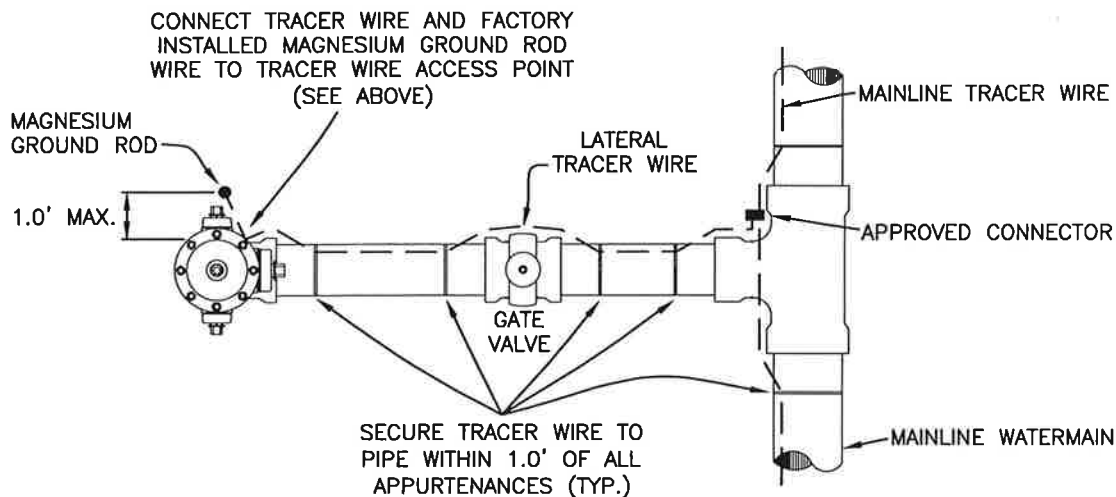
**NOTES:**

1. TRACER WIRE SHOWN AWAY FROM PIPE FOR CLARITY.
2. TRACER WIRE SHALL BE INSTALLED BELOW THE SPRING LINE OF WATER MAIN PIPES AND AROUND THE SIDE OF WATER MAIN FITTINGS.
3. MAINLINE TRACER WIRE SHALL BE SECURED TO THE MAINLINE PIPE WITH TAPE OR PLASTIC TIES AT EVERY PIPE BELL OR AT 20 FOOT INTERVALS, WHICHEVER IS LESS. IN ADDITION, MAINLINE TRACER WIRE SHALL BE SECURED WITHIN 1 FOOT OF ALL UNDERGROUND UTILITY APPURTENANCES.
4. LATERAL TRACER WIRE FOR WATER SERVICES SHALL BE SECURED TO THE WATER SERVICE PIPE WITH TAPE OR PLASTIC TIES AT A MAXIMUM OF 10 FOOT INTERVALS. IN ADDITION, LATERAL TRACER WIRE SHALL BE SECURED WITHIN 1 FOOT OF ALL UNDERGROUND UTILITY APPURTENANCES.
5. MAINLINE TRACER WIRE SHALL BE INSTALLED AS A SINGLE CONTINUOUS WIRE. SPLICES SHALL NOT OCCUR MORE FREQUENTLY THAN ONE PER 500 FEET.
6. LATERAL TRACER WIRES SHALL BE A SINGLE WIRE, CONNECTED TO THE MAINLINE TRACER WIRE USING AN APPROVED CONNECTOR, INSTALLED WITHOUT CUTTING/SPLICING THE MAINLINE TRACER WIRE.
7. MAGNESIUM GROUND RODS SHALL BE INSTALLED AT ALL HYDRANTS AND SHALL BE COMPLETELY DRIVEN INTO VIRGIN SOIL BELOW PIPE BEDDING.
8. ALL NEW CONSTRUCTION WATER SERVICES SHALL INCLUDE AN APPROVED TRACER WIRE ACCESS POINT.
9. WHEN CURB STOP BOX AND/OR TRACER WIRE ACCESS POINT ARE LOCATED IN A HARD SURFACED AREA THEY SHALL BE PLACED INSIDE AN APPROVED CAST IRON LOCKABLE CASTING.



HYDRANT - PROFILE VIEW  
NOT TO SCALE

- NOTES:**
1. TRACER WIRE SHALL BE INSTALLED BELOW THE SPRING LINE OF WATER MAIN PIPES AND AROUND THE SIDE OF WATER MAIN FITTINGS.
  2. LATERAL TRACER WIRE FOR HYDRANTS SHALL BE SECURED TO THE WATER PIPE WITH TAPE OR PLASTIC TIES AT A MAXIMUM OF 10 FOOT INTERVALS. IN ADDITION, LATERAL TRACER WIRE SHALL BE SECURED WITHIN 1 FOOT OF ALL UNDERGROUND UTILITY APPURTENANCES.
  3. LATERAL TRACER WIRES SHALL BE A SINGLE WIRE, CONNECTED TO THE MAINLINE TRACER WIRE USING AN APPROVED CONNECTOR, INSTALLED WITHOUT CUTTING/SPlicing THE MAINLINE TRACER WIRE.
  4. MAGNESIUM GROUND RODS SHALL BE INSTALLED AT ALL HYDRANTS AND SHALL BE COMPLETELY DRIVEN INTO VIRGIN SOIL BELOW PIPE BEDDING.
  5. CONTRACTOR SHALL LEAVE 24" OF TRACER WIRE AND MAGNESIUM GROUND ROD WIRE SLACK INSIDE TRACER WIRE PROTECTION CONDUIT.



HYDRANT - PLAN VIEW  
NOT TO SCALE



SECTION: 1300	DRAWING: 5.14
REVISION: 2019	
<b>FIRE HYDRANT TRACER WIRE DETAIL</b>	
APPROVED:	DATE:

**CITY OF FARGO SPECIFICATIONS  
SEWER AND WATER SERVICE CONNECTIONS**

**PART 1  
DESCRIPTION OF WORK**

The work to be done under this section of the Specifications and the accompanying plans consists of the furnishing of all labor, material, accessories and equipment necessary to construct sewer and water service connections. The work includes excavation, furnishing and laying sewer and water pipe according to these Specifications; protecting existing utilities and public and private property; testing all new water connections; backfilling trenches and other work as may be necessary to insure that the work be completed in accordance with these Specifications and the plans accompanying them.

**PART 2**  
**MATERIAL**

2.1. SEWER SERVICE CONNECTIONS

2.1.1. *PIPE*

The material shall conform to "Standard Specifications for Rigid Polyvinyl Chloride Compounds", ASTM D-1784, Class 12454-B or 12454-C or 12364-C. The pipe shall be produced using a continuous extrusion process employing a prime grade of white unplasticized polyvinyl chloride.

All PVC pipe and specials shall be 6 inch diameter complying with the requirements of ASTM D-3034 PVC pipe, SDR 26 or Schedule 40 PVC. 4" PVC, when approved by the Engineer, shall be Schedule 40 PVC.

2.1.2. *JOINTING*

The joint system shall be an integral bell gasketed joint that forms a watertight seal in accordance with ASTM Specification D3212 and F477. If Schedule 40 is used, the joints shall be solvent weld, watertight and installed as per the manufacture recommendation.

2.1.3. *WYES AND FITTINGS*

Wyes and fittings shall be as manufactured by GPK Products, Inc. or approved equal. Gasketed wyes and fittings shall be used unless otherwise approved by the Engineer.

- A. New construction: In-line wyes will be required on all new construction and shall be SDR 26.
- B. When new taps are necessary on existing mains, PVC saddle wyes with a rubber gasket shall be used. The saddle wyes shall be installed as per the manufacturer's recommendation and attached with two stainless steel straps. Inserta-tees shall be installed by coring the existing sewer main, patching any openings and installing the Inserta-Tee. Inserta-Tees will only be allowed when approved by the Engineer.

- C. When connecting to an existing clay main: Using care, the Contractor shall remove the entire wye branch down to the main and install a PVC saddle wye.

#### *2.1.4. CONNECTIONS TO EXISTING SERVICE LINES*

When connecting PVC to PVC, a gasketed, heavy wall PVC coupler shall be used. For all other connections between new and existing service lines, a flexible elastomeric PVC wrapped in a stainless steel shear ring shall be used. Approved products include Fernco Strong Back RC Series repair couplings, GPK couplings with stainless steel sheer rings, or approved equal.

#### *2.1.5. MARKERS*

For new construction projects, a marker shall be placed at the end of the sewer service. Markers shall be a 2" by 2" by 8-foot wood with the top 2 feet painted green. Marker shall extend from the cap at the end of the sewer service to 6' above the ground.

### 2.2. WATER SERVICE CONNECTIONS

All products (treatment chemicals and material) that may come into contact with water intended for use in a public water system shall meet American National Standards Institute (ANSI)/National Sanitation Foundation (NSF) International Standards 60 & 61, as appropriate. A product will be considered a meeting these standards if so certified by NSF, The Underwriters Laboratories, or other organizations accredited by ANSI to test and certify such products.

#### *2.2.1. PIPE*

All underground water service pipe 2 inches in diameter or smaller shall be type "K" copper or Cross-linked Polyethylene (PEX) pipe. Newly installed water service pipe shall be minimum of 1 inch in diameter. All water service pipe larger than 2 inches in diameter shall be manufactured in accordance with the latest revision of AWWA Standard C900 and be DR18.

PEX pipe shall meet the following criteria:

- Manufactured using high-pressure peroxide method of cross-linking.
- Manufactured to SDR9 copper tube sizes (CTS) according to ASTM F876, AWWA C904, and CSA B137.5.

- Certified to AWWA C904 Cross-linked Polyethylene (PEX) Pressure Pipe for Water Service
- Certified to CSA B137.5 Cross-linked Polyethylene (PEX) tubing for Pressure Applications
- Certified to NSF/ANSI Standards 14 and 61 (NSF-pw-g) for potable water applications
- Certified to PPI TR-3 Category 3306 for long-term hydrostatic strength, chlorine and UV resistance.
- Co-extruded UV Shield made from UV-resistant high-density polyethylene, color Blue.
- Minimum recommended UV exposure time of one (1) year when tested in accordance with ASTM F2657.
- Pressure-rated for continuous use at 200 psi @ 73.4 °F based on a 0.63 design factor.
- Minimum markings: PEXa 3306, CSA B137.5, ASTM F876, F2023 and F2080, NSF-pw.
- Approved by manufacturer for use with manual plastic pipe squeeze-off tools for temporary stoppage of flow.

#### 2.2.2. JOINTS

Compression fittings shall be used for all water services 2 inches in diameter or smaller (copper and PEX). Compression fittings shall be Mueller 110 Compression, Ford Quick Joint, A.Y. McDonald McQuik, or approved equal.

Underground fittings and insert-stiffeners used with PEX pipe must comply with the material and performance requirements of ANSI/AWWA C800 and must be recommended for use by the fitting manufacturer for CTS SDR9 PEX pipe per the ANSI/AWWA C904 standard. Insert-stiffeners shall be stainless steel.

#### 2.2.3. CORPORATION STOPS

Corporation stops shall be ball style such as Mueller B-250008N, Ford FB1000, McDonald 74701BQ, or approved equal.

#### 2.2.4. CURB STOPS

Curb stops shall be ball style such as Mueller, Ford, McDonald, or approved equal ball valve with a copper tube size inlet and outlet. The arrow shall be placed in the direction of water flow. They shall be of the Minneapolis pattern type.

*2.2.5. CURB BOXES*

Curb boxes shall be A. Y. McDonald 5622C or approved equal. They shall be of the extension type with a Minneapolis pattern base and have an 8-foot bury length. A 6-inch extension with a threaded coupler shall also be supplied and installed. Boxes shall be made in the USA and furnished with a cast iron (not brass) plug threading into a cast iron cover (no brass insert).

*2.2.6. MARKERS*

For new construction projects, a 2" by 2" by 3-foot long wood marker shall be placed at the tail of the water service line and a 2" by 2" by 8-foot long wood marker with the top 2 feet painted blue or a metal "T" post painted blue shall be placed near the curb stop box. The tracer wire access point shall be securely taped to the marker near the curb stop box.

*2.2.7. TRACER WIRE AND TRACER WIRE ACCESSORIES*

Tracer wire and tracer wire accessories shall meet the requirements of Section 1300 2.11 and Section 1300 3.12. Tracer wire access points for water services shall be "SnakePit Lite Duty Access Point" with a blue, single-terminal cast iron lid or approved equal.

*2.2.8. SERVICE CONNECTIONS*

All service connections to PVC pipe shall be stainless steel, double bolt (minimum) service saddles. Service saddles shall have stainless steel washers between the nut and the plastic washer to equalize tightening stress. Rubber tapered gaskets shall be required to resist circumferential and longitudinal forces along with O-ring or flat gaskets for hydraulic seal. Saddle bolts shall be tightened to the manufacturers recommended tightness and verified with a torque wrench. Bolt tightness shall be rechecked with a torque wrench after the pipe tap is complete.

Service saddles shall be Romac style 306, Ford style FS 300, Powerseal 3412AS, Cascade CSC2, or approved equal.

**PART 3**  
**CONSTRUCTION**

**3.1. EXCAVATION, TRENCHING, AND BACKFILLING**

Excavation, trenching and backfilling shall be done in accordance with Section #1000, with the following special considerations:

**A. BACKFILLING- EARTH**

Backfilling shall be commenced as soon as the connection has been measured and accepted by the Engineer. Special attention is called to the backfilling around the water pipe at the corporation. The earth shall be tamped as solidly as possible to prevent settlement that may cause a strain at this joint. Backfilling shall be done in layers of 6 inches or less and thoroughly compacted. No trench shall be left open for more than 48 hours.

**B. BACKFILLING- GRAVEL**

Backfilling shall be commenced as soon as the connection has been measured and accepted by the Engineer. Under this item, N. D. Class 3 (modified to 3-15% passing the number 200 sieve) gravel shall be used. The backfilled trench shall be compacted to 95% Standard Proctor Density

**3.2. LOCATION AND GRADE**

The Engineer will stake the locations of service connections to the main. Connections to the main sewer shall be made only to existing wyes. Wyes may be sprung in only with permission from the Engineer. No excavation for any connection shall be made until the location of the connection is determined and the line and grade established. The sewer grade shall not be less than 1/8 inch per foot and pipe shall be laid straight and to grade.

**3.3. SEWER SERVICES**

The bottom of the trench shall be excavated so that at least 1/3 of the circumference of the pipe shall have a firm bearing. Bell holes shall be dug to prevent damage to the pipe and prevent the pipe from resting on the bells. Vertical or nearly vertical risers from deep sewer mains shall be protected by tamping the earth around them in a manner that protects them from breaking. The ends of the pipe

shall be plugged during construction to prevent earth or other material from entering the pipe and closed with a plug or disc made from the same material as the pipe and properly secured to prevent its displacement. For new construction projects, the sanitary sewer service shall be installed and backfilled as the mainline sewer is installed and backfilled and all sewer services shall be low pressure air tested with the sewer main.

When encountered on the project, the Contractor shall determine whether a sewer service is active or inactive by televising, dye testing, or other methods approved by the Engineer.

#### 3.3.1. Bored Sewer Services

When sewer services are bored or cored, the size of the bore hole shall be limited to 2" larger than the pipe size being installed. Care shall be taken to ensure that minimum grade is maintained on the sewer service.

#### 3.4. WATER SERVICES

For connections made to the water main that are not made under city contract, all connections to water mains shall be made with a corporation stop furnished by the plumber and placed in the main by the City Water Department when it is desired to tap the water main.

For connections made to the water main under city contract, all materials and labor necessary to make the connection to the water main shall be furnished and installed by the Contractor at his expense.

All connections shall be laid in accordance with the ordinances of the City of Fargo and Water Department regulations governing the same. The water service line shall be laid in a wavy line in the trench and shall be of a length of at least 2 feet longer than the distance from the corporation to the curb stop. Tracer wire shall be securely fastened to the service laterals with tape or plastic ties at a minimum of 10 foot intervals. In addition, tracer wire shall be secured within 1 foot of all underground utility appurtenances. Water service pipes shall be installed as one continuous piece from the corporation stop to the curb stop and one continuous piece from the curb stop to the plug or one continuous piece from the curb stop to the connection to the existing service. At connections and fittings, use a plastic pipe cutter to ensure square (90 degree) and clean cuts for PEX pipe. Water services shall not be less than 7 1/2 feet below the finished street grade.

When connections are made to cast iron or ductile iron water main, the copper tubing shall be wrapped with polyethylene or dielectric tape for a minimum clear distance of 3 feet away from the main.

The water service pipe shall be looped at a 45-degree angle at the main into a gooseneck that shall be supported from displacement and settlement to prevent strain. The curb stops and curb boxes shall be furnished by the Contractor and shall be located and set as shown on the plans and details, as staked in the field and set to mid-height of adjustment. Any extensions required to achieve this shall be made with threaded couplers; no bolt-on extensions will be allowed.

As soon as the connection to the main is completed and prior to backfill, the corporation shall be opened and the connection examined for defects. All connections on the non-tested side of the curb stop or service valve shall pass visual inspection under city pressure by the Engineer in the field prior to backfilling. For new construction projects, if dry tap connections are made the water service shall be installed and backfilled as the water main is installed and backfilled.

All water services shall be pressure tested with the main. For new construction projects, the curb stops shall be open and the water services shall be pressure tested from the main to a Contractor supplied cap or plug at the end of the service.

The City Water Department will be checking all curb stop boxes for height adjustment and straightness at the end of the project. If defects are discovered, the Contractor shall make necessary repairs at his expense.

#### 3.4.1. Bored Water Services

When water services are bored or cored, the size of the borehole shall be limited to 2" larger than the pipe size being installed.

#### 3.5. RIGHT OF PROPERTY OWNER TO INSTALL SERVICE

Property owners have the legal right, within a specified period, to cause sewer and water connections to be made as required by these Specifications, and reductions in the quantities may therefore result.

#### 3.6. RECORDS TO BE KEPT

As soon as the sewer and water pipe have been properly laid in place and connections made, the length, depth, and location of the service pipe shall be ascertained and a record made by the Engineer. No work shall be paid for unless such measurements have been made.

3.7. FINAL INSPECTION

The Contractor and the City of Fargo representative will operate all main valves and inspect all stop boxes for access. This procedure will be accomplished after all clean up, etc. has been completed. This inspection will be made prior to the final payment for work performed. Any defects shall be promptly repaired by the Contractor at his cost.

**PART 4**  
**GUARANTEE, MEASUREMENT & PAYMENT**

4.1. GUARANTEE

The guarantee shall be per the contract.

4.2. MEASUREMENT AND PAYMENT

All costs for removal of replaced materials shall be included in the contract unit price of the material being installed as the replacement.

4.2.1. GENERAL

The cost of excavation, trenching, and backfill shall be included as part of this specification.

4.2.2. SEWER SERVICES

The Contractor will not be paid for any sewer service repairs which are caused by his carelessness and/or negligence.

4.2.2.A. Pipe will be paid at the contract unit price per linear foot installed, including riser length if applicable, and will be measured from the center of the sewer main to either the point of connection to the existing service line or the end of the new service line. The contract unit price for service pipe shall include all costs for required bends.

1. Bored Sewer Services: The contract unit price for boring shall include the cost of the bore and the pipe/tubing for the length of the bore. Where services shown to be open-cut on the plans are bored as a more feasible option, payment will be made on the open-cut bid item.

4.2.2.B. Sewer service connections will be paid as follows:

1. New construction: The connect sewer service bid item shall include all costs to furnish and install the in-line wye, plug, and marker.

2. Sewer main replacement without service line replacement: The connect sewer service bid item shall include all costs to furnish and install an in-line wye, a short piece of new service pipe between the existing service pipe and the new in-line wye, and an approved coupler to connect the existing service line to the short piece of new service pipe.
3. Sewer service replacement without sewer main replacement: The connect sewer service bid item shall include all costs to furnish and install a new PVC saddle wye and an approved coupler to connect the existing service line to the new service line.
4. Sewer service replacement with sewer main replacement: The connect sewer service bid item shall include all costs to furnish and install a new in-line wye and an approved coupler to connect the existing service line to the new service line.

#### 4.2.3. WATER SERVICES

4.2.3.A. Pipe/tubing will be paid at the contract unit price per linear foot, and will be measured in a straight line horizontally from the centerline of the water main to either the point of connection to the existing service line or the end of the new service line. No additional footage will be added to install the service in a wavy line.

1. Bored Water Services: The contract unit price for boring shall include the cost of the bore and the pipe/tubing for the length of the bore. Where services shown to be open-cut on the plans are bored as a more feasible option, payment will be made on the open-cut bid item.

4.2.3.B. Water service connections will be paid per each and shall include the following:

1. New construction: The connect water service bid item shall include all costs to furnish and install the stainless steel saddle and corporation stop. The curb stop and box bid item shall include all costs to furnish and install the curb stop, curb stop box, markers, and cap or plug.

2. Water main replacement: The connect water service bid item shall include all cost to furnish and install the stainless steel saddle, corporation stop, and any service fittings necessary to reconnect the existing water service. If the existing water service is shown to be replaced from the main through the curb stop, the curb stop and box will be paid for under the curb stop and box bid item.

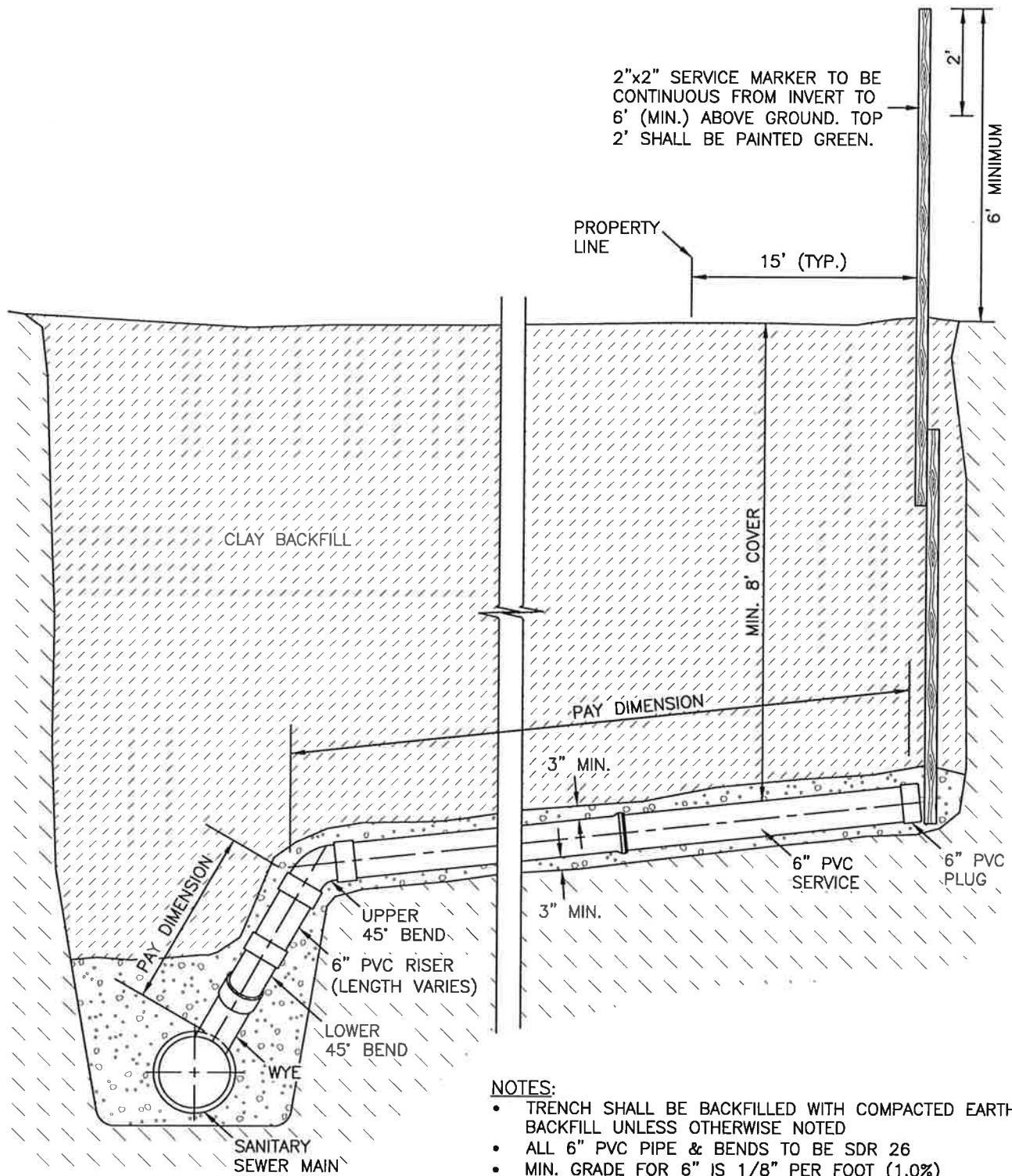
On city contracts, the Contractor shall perform all live taps for services 2" and smaller. For live service taps larger than 2" only the City Water Department will be allowed to perform the tap unless authorized by the City Water Department Supervisor.

For live service taps larger than 1" that are not made under city contract, only the City Water Department will be allowed to perform the tap and the Contractor will be billed for the tap by the City Water Department.

The tracer wire and tracer wire accessories, electrical conductivity testing, and pressure testing shall be considered incidental to water service construction.

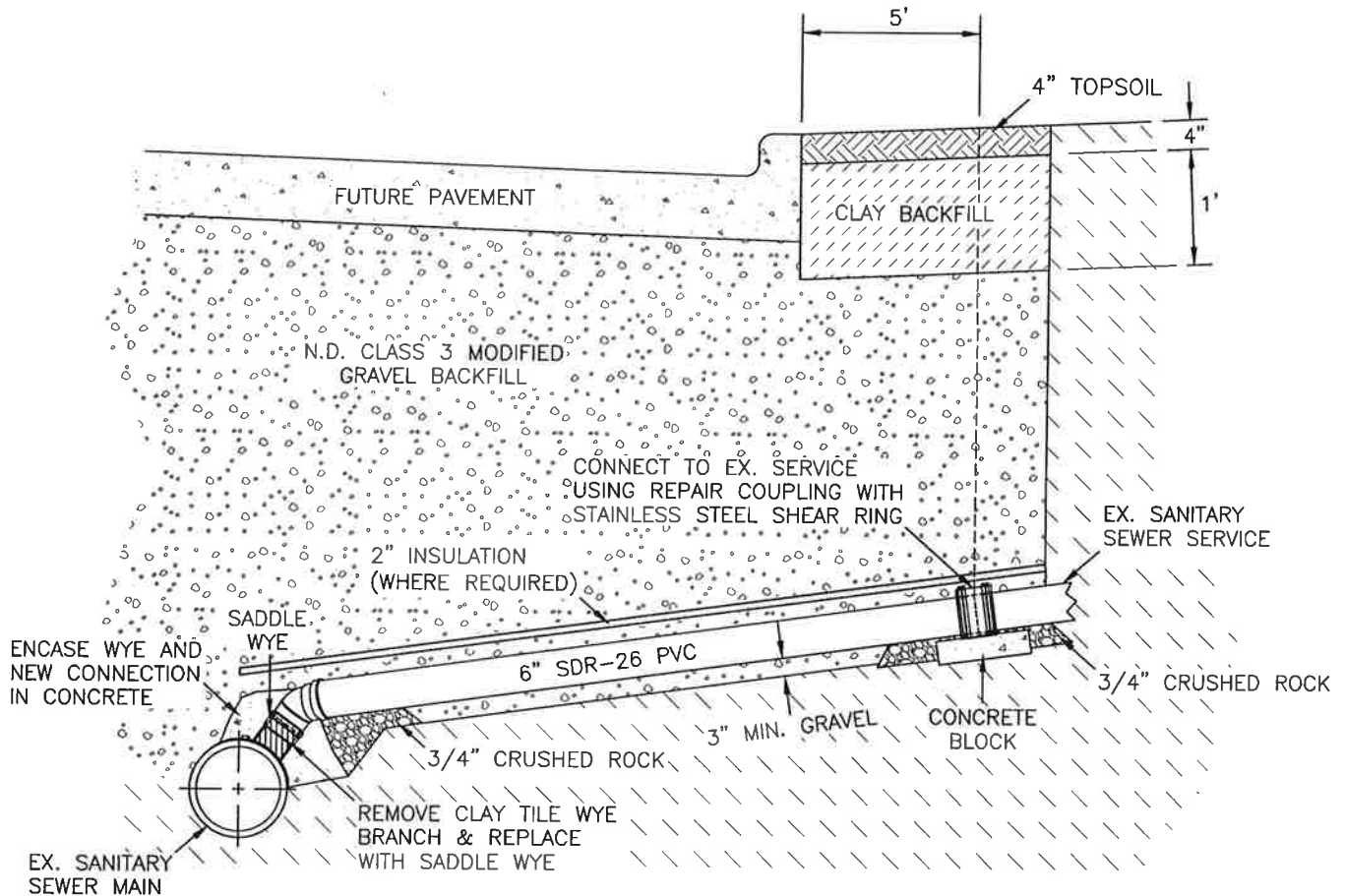
#### *4.2.4. OTHER COSTS*

All other costs for work necessary to properly complete the work specified herein shall not be bid items; the costs shall be charged to other items unless a bid item is specifically included on the bid sheet.



**NOTES:**

- TRENCH SHALL BE BACKFILLED WITH COMPACTED EARTH BACKFILL UNLESS OTHERWISE NOTED
- ALL 6" PVC PIPE & BENDS TO BE SDR 26
- MIN. GRADE FOR 6" IS 1/8" PER FOOT (1.0%)
- IF RISER IS 5 FEET IN LENGTH OR GREATER, THE WYE, WYE BEND, AND LOWER BEND SHALL BE SUPPORTED WITH 1-1/4" CRUSHED ROCK ENCASEMENT

**NOTES:**

- INSULATION REQUIRED WHERE SERVICE IS LESS THAN 7' DEEP.
- PIPES SHALL BE BUTTED TOGETHER WITH REPAIR COUPLING CENTERED ON BUTT-JOINT.
- INSTALL 12" CLAY CAP BELOW FUTURE AGG. BASE IF SERVICE IS INSTALLED UNDER FUTURE PAVING WITH EDGE DRAIN.



ENGINEERING  
DEPARTMENT

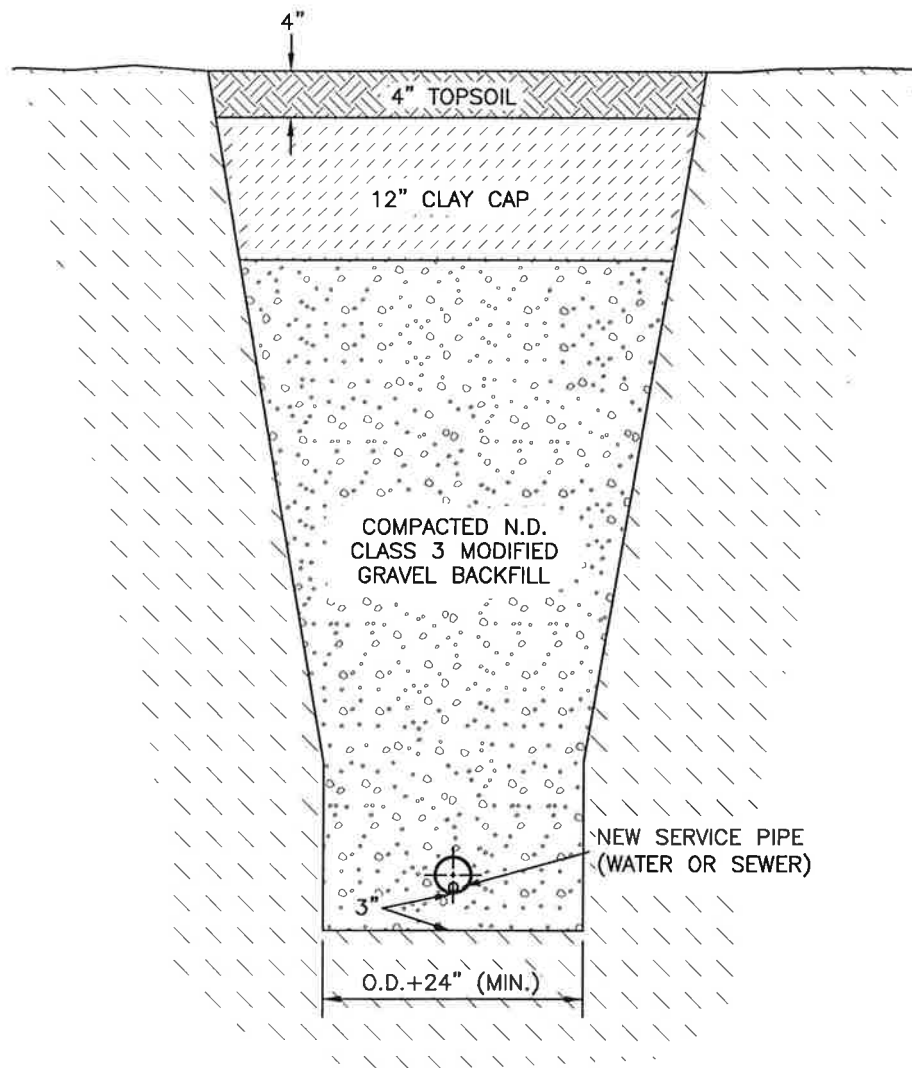
SECTION: 1400 DRAWING: 5.2

REVISION: 2019

**SANITARY SEWER  
SERVICE REPLACEMENT**

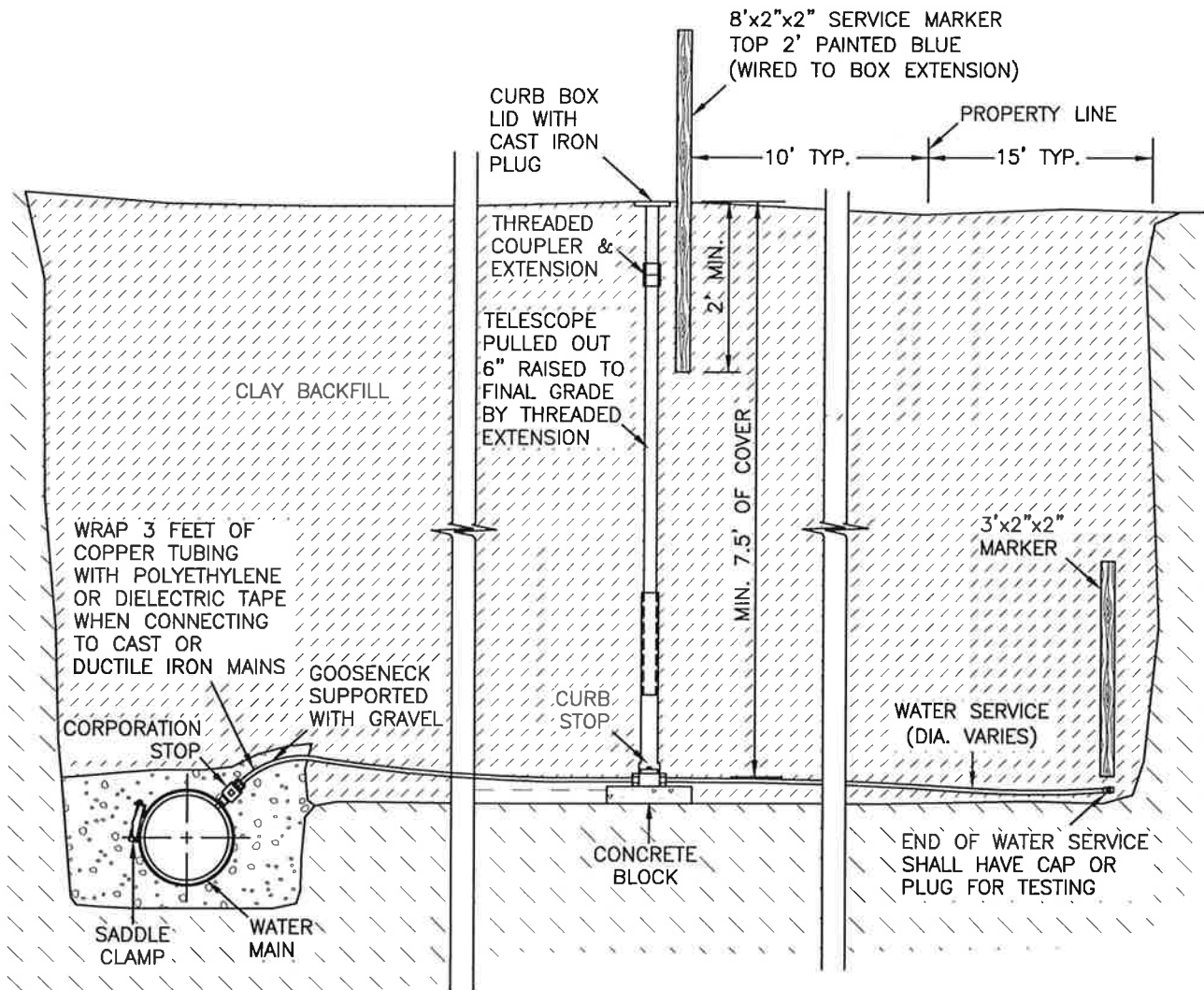
APPROVED:

DATE:



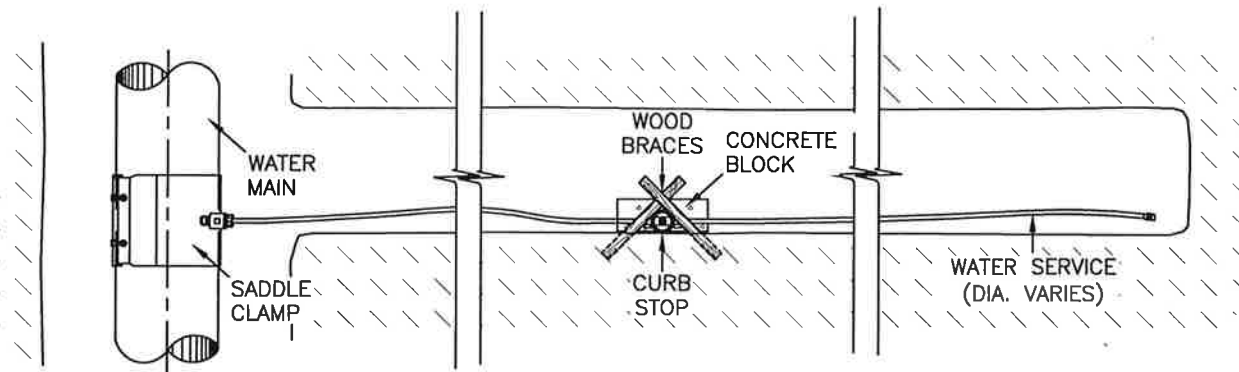
**NOTES:**

- THIS DETAIL APPLIES IN REHABILITATION AREAS WHERE WATER OR SEWER SERVICE IS REPLACED BETWEEN THE CURB AND PROPERTY LINE.
- FOR SANITARY SEWER SERVICE TRENCH UNDER CONCRETE ROADWAY SEE SECTION 1200 DETAILS.
- FOR WATER SERVICE TRENCH UNDER CONCRETE ROADWAY SEE SECTION 1300 DETAILS.

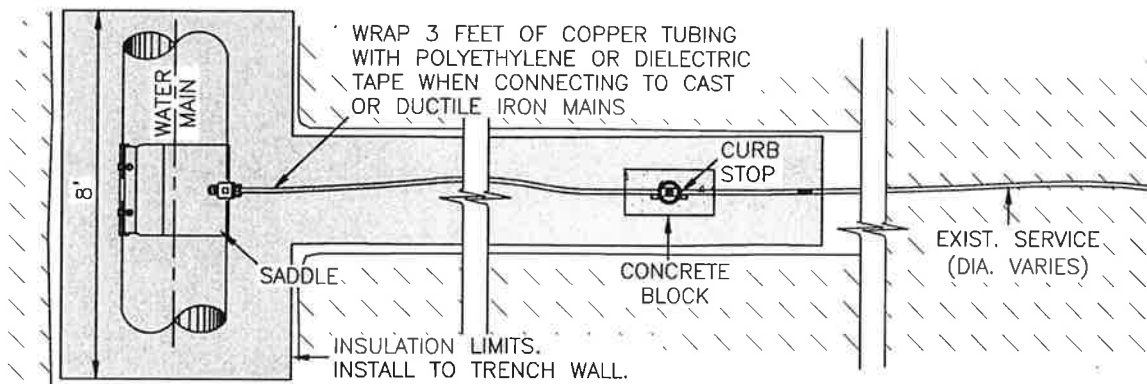
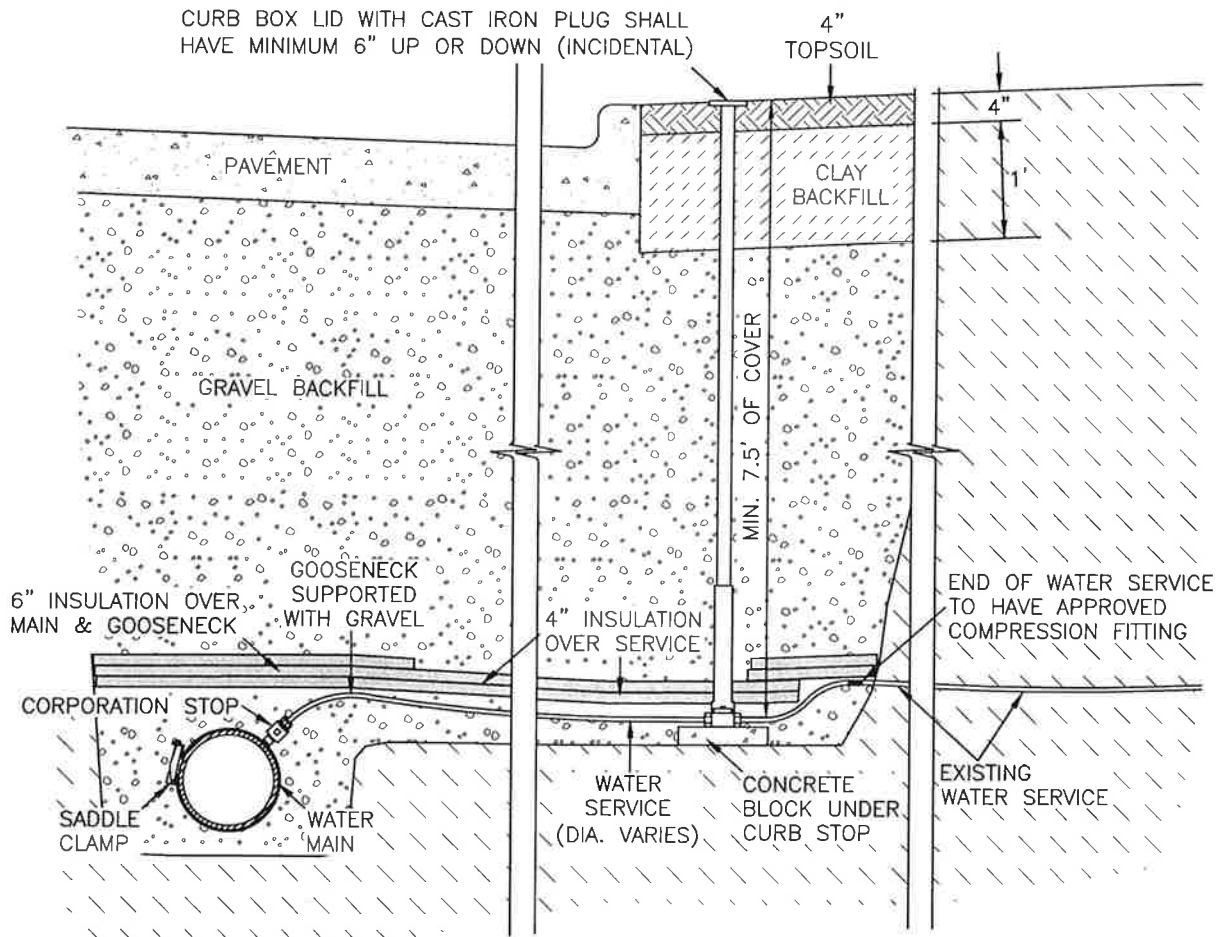


**NOTES:**

- CURB STOP SHALL BE PLACED ON CONCRETE BLOCK ON UNDISTURBED GROUND
- STOP BOX TO BE INSTALLED ALONG SIDE OF TRENCH AND SUPPORTED TO THE TRENCH WALL WITH TWO WOODEN BRACES TO PROVIDE SUPPORT DURING BACKFILL.
- REFER TO DETAIL 1400-5.6 FOR TRACER WIRE AND TRACER WIRE ACCESS POINT DETAILS.



<b>THE CITY OF</b> <b>Fargo</b> <small>FAR MORE</small> ENGINEERING DEPARTMENT	SECTION: 1400	DRAWING: 5.4
	REVISION: 2019	
	<b>WATER SERVICE FOR NEW INSTALLATIONS</b>	
	APPROVED:	DATE:



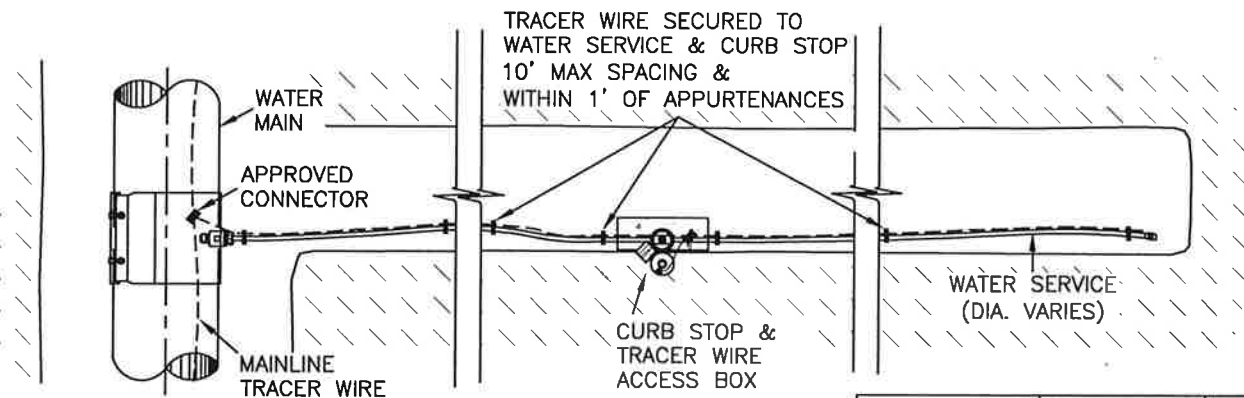
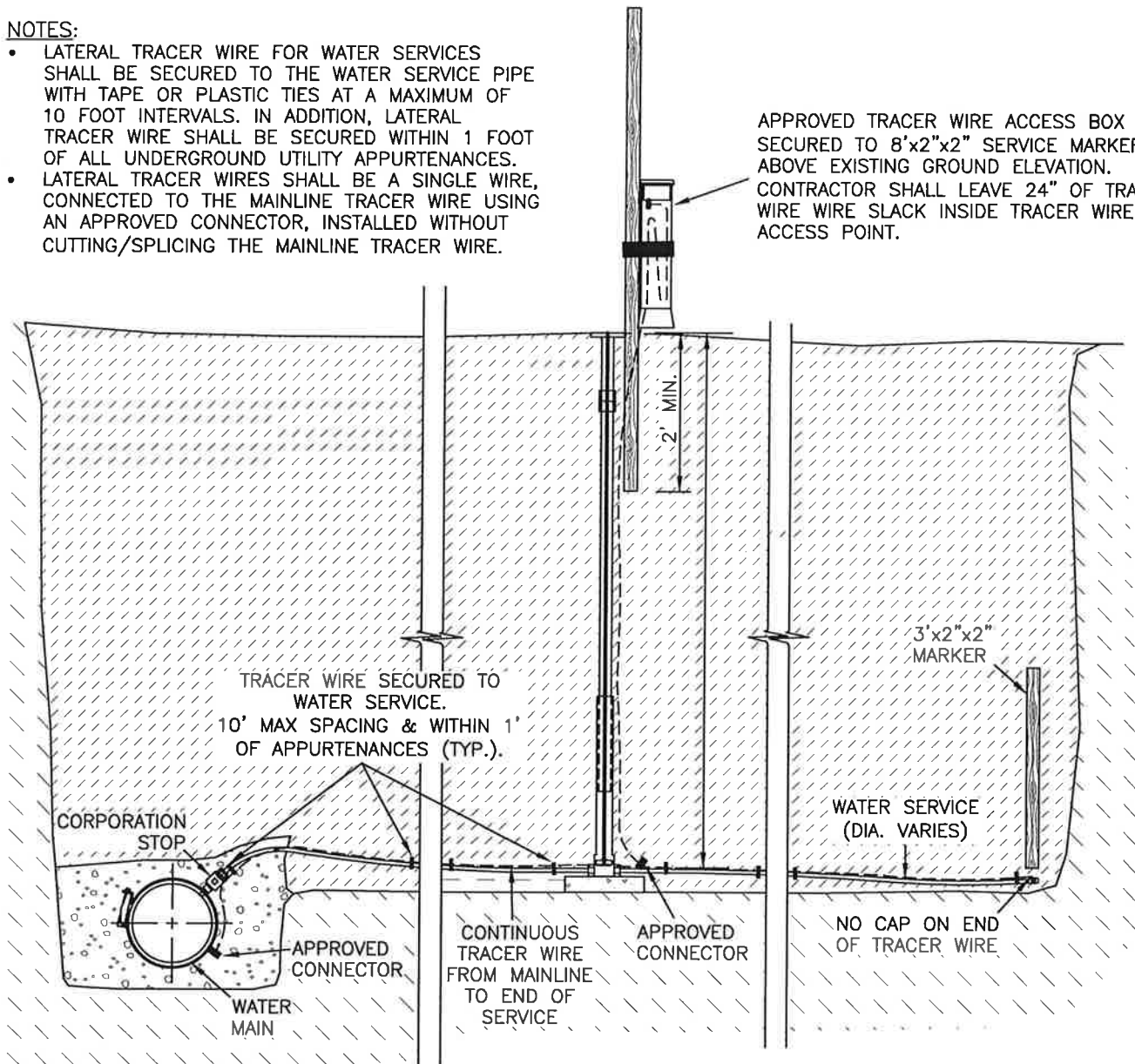
**NOTES:**

- CURB STOP TO BE PLACED ON A CONCRETE BLOCK.
- ALL INSULATION IS INCIDENTAL TO SERVICE PIPE.
- ALL INSULATION BOARDS SHALL BE 2" THICK, STACKED TO ACHIEVE TOTAL THICKNESS DESIRED.
- WHEN STACKING INSULATION BOARDS, STAGGER EACH LAYER SUCH THAT ALL BUTT JOINTS ARE OVERLAPPED BY THE LAYER ABOVE.
- REFER TO DETAIL 1400-5.7 FOR TRACER WIRE AND TRACER WIRE ACCESS POINT DETAILS.
- INSTALL 12" CLAY CAP BELOW FUTURE AGG. BASE IF SERVICE IS INSTALLED UNDER FUTURE PAVING WITH EDGE DRAIN.

**NOTES:**

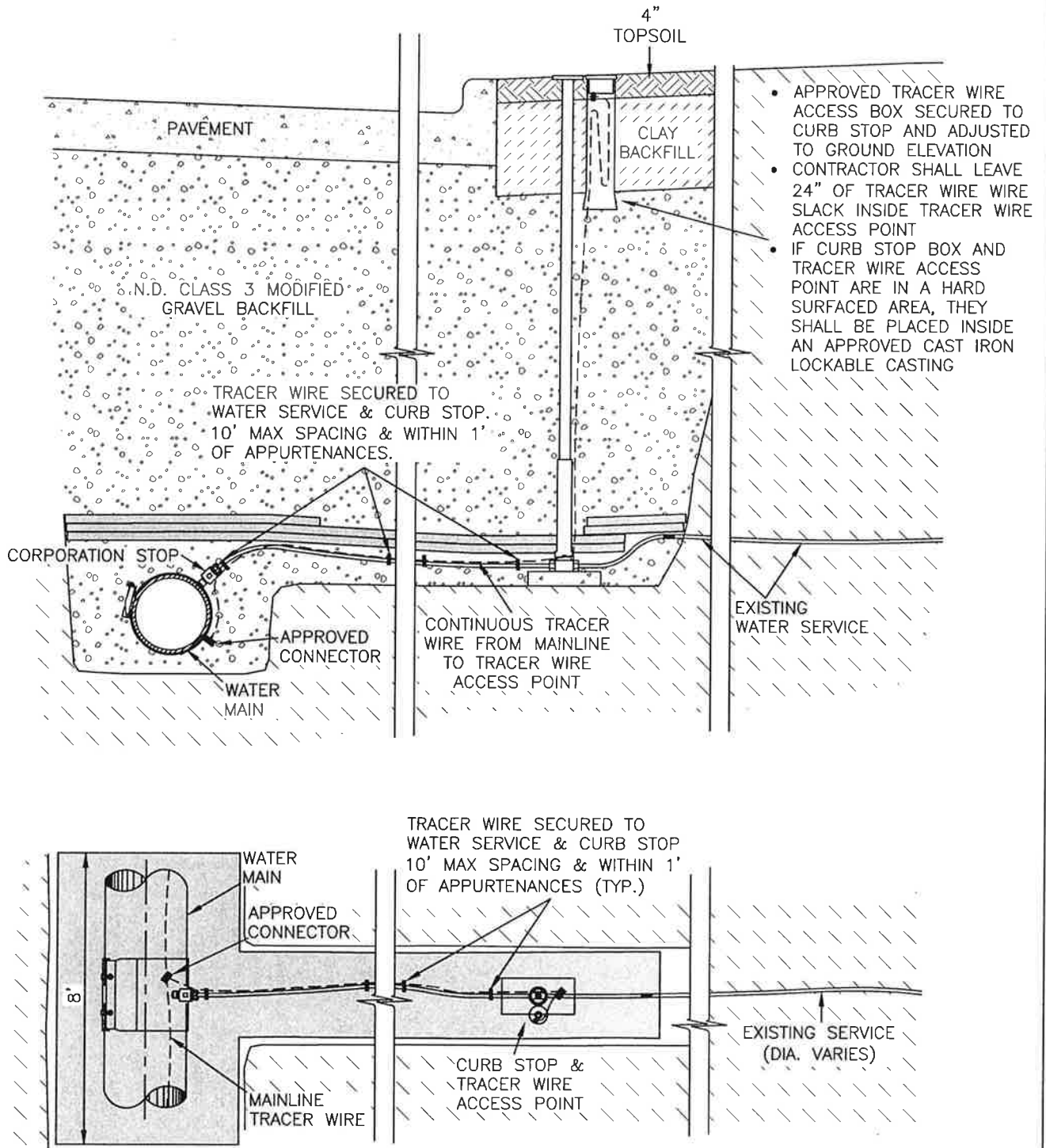
- LATERAL TRACER WIRE FOR WATER SERVICES SHALL BE SECURED TO THE WATER SERVICE PIPE WITH TAPE OR PLASTIC TIES AT A MAXIMUM OF 10 FOOT INTERVALS. IN ADDITION, LATERAL TRACER WIRE SHALL BE SECURED WITHIN 1 FOOT OF ALL UNDERGROUND UTILITY APPURTENANCES.
- LATERAL TRACER WIRES SHALL BE A SINGLE WIRE, CONNECTED TO THE MAINLINE TRACER WIRE USING AN APPROVED CONNECTOR, INSTALLED WITHOUT CUTTING/SPlicing THE MAINLINE TRACER WIRE.

APPROVED TRACER WIRE ACCESS BOX SECURED TO 8"x2"x2" SERVICE MARKER ABOVE EXISTING GROUND ELEVATION. CONTRACTOR SHALL LEAVE 24" OF TRACER WIRE WIRE SLACK INSIDE TRACER WIRE ACCESS POINT.



**THE CITY OF**  
**Fargo**  
FAR MORE  
ENGINEERING  
DEPARTMENT

SECTION: 1400	DRAWING: 5.6
REVISION: 2019	
<b>NEW WATER SERVICE TRACER WIRE DETAIL</b>	
APPROVED:	DATE:



**NOTES:**

- LATERAL TRACER WIRE FOR WATER SERVICES SHALL BE SECURED TO THE WATER SERVICE PIPE WITH TAPE OR PLASTIC TIES AT A MAXIMUM OF 10 FOOT INTERVALS. IN ADDITION, LATERAL TRACER WIRE SHALL BE SECURED WITHIN 1 FOOT OF ALL UNDERGROUND UTILITY APPURTENANCES.
- LATERAL TRACER WIRES SHALL BE A SINGLE WIRE, CONNECTED TO THE MAINLINE TRACER WIRE USING AN APPROVED CONNECTOR, INSTALLED WITHOUT CUTTING/SPlicing THE MAINLINE TRACER WIRE.

<b>THE CITY OF</b> <b>Fargo</b> <small>FAR MORE</small> ENGINEERING DEPARTMENT	SECTION: 1400	DRAWING: 5.7
	REVISION: 2019	
	<b>REPLACEMENT W.S.</b>	
	<b>TRACER WIRE DETAIL</b>	
APPROVED:		DATE:



(17)

July 29, 2019

Mayor and Commissioners

The City of Fargo has been presented with a request for assistance for the use of the Public Safety Building in an MOU (Memorandum of Understanding) from FirstLink of Fargo. FirstLink provides essential 211 services and the Suicide Hot Line for our area. In the event their facility or location were to become unusable they have asked to relocate to the Fargo Public Safety Building at 4630 15<sup>th</sup> Ave N. This would be a temporary use facility until they would be able to make long term arrangements.

The MOU has been presented to Mike Redlinger in administration, Nancy Morris in the City Attorney's office, Ron Gronneberg with the City Information Services department and all have approved this request. So I present for Commission approval the following MOU and motion.

Motion to approve - City of Fargo commission hereby agrees to sign the attached MOU with FirstLink of Fargo.

Presented by

Leon Schlafmann

Emergency Services Coordinator

City of Fargo



(18)

**FARGO CASS PUBLIC HEALTH**  
1240 25th Street South  
Fargo, ND 58103-2367  
Phone 701-241-1360  
Fax 701-241-1366  
[FargoCassPublicHealth.com](http://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: JULY 25, 2019**

**RE: PURCHASE OF SERVICE AGREEMENT WITH NORTH DAKOTA  
DEPARTMENT OF HEALTH FOR EMERGENCY RESPONSE  
SERVICES  
CONTRACT# ER19.008 CFDA# 93.069**

The Purchase of Service Agreement with the North Dakota Department of Health is to provide personnel resources in case of an emergency.

No budget adjustment is needed for this contract.

Please feel free to call me if you have any questions at 241-1380.

**Suggested Motion:** Move to approve the emergency response services with the North Dakota Department of Health.

DF/lls  
Enclosure

Memorandum of Understanding  
FOR USE OF FACILITIES  
In the Event of a Disaster or Emergency  
Between  
FirstLink  
And  
City of Fargo

**I. Purpose**

To establish an understanding and arrangement between FirstLink, a North Dakota nonprofit corporation ("FirstLink") and the City of Fargo, a North Dakota municipal corporation ("City" or "Fargo"), to utilize the Fargo Public Safety building, located at 4630 15<sup>th</sup> Ave N. ("Facility") as a temporary alternate location to maintain and continue operations in the case of an Emergency. This document shall formalize the understanding among the parties to allow FirstLink to efficiently relocate and transition staff into the Alternate Site with minimal interruption or delay in the case of an Emergency. It is the City of Fargo's intention to make the necessary space available if reasonably possible, without the payment of rent, provided the intended space is not needed for City operations, which City purpose shall take priority.

**II. Scope**

This Memorandum shall apply to all Emergencies that affect the operations of FirstLink in any manner that might cause the need for FirstLink's facility to be evacuated or cause its Property to be rendered unsafe or otherwise not feasible for use for call center operations.

"Emergency" shall mean an unplanned event (either man-made or naturally caused) that causes or threatens to cause:

- 1.) Death or significant bodily injury to one or more individuals;
- 2.) A disruption of FirstLink operations in its permanent location; or
- 3.) Physical or environmental damage.

**III. Roles and Responsibilities**

**A. Notification**

FirstLink, as soon as practical in the event of an Emergency, shall notify the City of Fargo Emergency Services Coordinator or designee of the need to utilize the Alternate Site as a temporary location to maintain and continue operations. Temporary shall be defined as 2 months or less, unless otherwise agreed to in writing by the parties hereto.

**B. Establish Transition Plan**

FirstLink shall establish a transition plan to transport staff, and necessary resources required to maintain operations to the Alternate Site in the case of an Emergency.

**C. Emergency Planning**

FirstLink will work with the City of Fargo to develop effective Emergency Response Plans that are specific to the Alternate Site. These plans shall include evacuation and lock-down plans. City will provide FirstLink key fob access, in the name of the Director of Operations for FirstLink. Access to the facility shall be limited to authorized personnel only, and be the responsibility of FirstLink. All access keys shall be returned immediately upon cessation of use of the Facility.

**IV. Operational Set-up**

**A. Activating the Alternate Site**

FirstLink will be solely responsible for the set up and additional expenses for the operation of the Alternate Site located at the Fargo Public Safety Building, 4630 15<sup>th</sup> Ave N., including but not limited to any costs borne by FirstLink directly, as well as a proportionate share of increased cost due to the permitted use of the Facility, including but not limited to janitorial, utilities, and maintenance costs attributable to FirstLink's use of the Facility.

**B. Technology Assistance**

FirstLink shall coordinate all technological needs with the City of Fargo's Information Services department; no connections made to any city services that may interfere with the City of Fargo communications network or day-to-day operations will be allowed. FirstLink operations shall be completely independent of the City.

**C. Activation Set-up Plan**

FirstLink will provide City of Fargo Emergency Management a basic diagram of set-up and IT logistical needs to include workspace size and area, IT networking or technological needs, in advance of an activation. The needs should include security concerns or considerations for activation.

**D. Relationship**

FirstLink and Fargo agree and understand that this Memorandum does not create the relationship of principal and agent, partnership or joint venture, employment, or of any association between FirstLink and City. FirstLink employees and volunteers shall remain such at all times.

**E. Liability**

Unless the liability for damage or loss is caused solely by the negligence of City, its agents or employees, FirstLink shall hold harmless City from any liability for damages to any person or property in or upon the alternative Premises, including the person and property of FirstLink and its employees and all persons in the building at its or their invitation. All property kept, maintained or stored on the Premises shall be so kept, maintained or stored at the sole risk of FirstLink.

**V. Administration of the Memorandum**

**A. Preemption**

Nothing in this Memorandum shall supersede or contravene any tribal, state, or federal statute or any City of Fargo or FirstLink administrative or regulatory procedures, contractual obligations, rules, regulations, or duties.

**B. Term**

This Memorandum shall be in effect as of the date of the last signature executed below and shall continue in full force and effect until otherwise modified. Any party may terminate this Memorandum with a written notice given at least 30 days in advance to the other party.

**C. Follow-up**

FirstLink and City of Fargo agree to review this Memorandum annually and modify this Memorandum as deemed necessary.

**D. Modifications**

Modifications to this Memorandum shall be made only in writing, executed by all parties to this Memorandum.

Dated this 15 day of July, 2019.

FirstLink, a North Dakota nonprofit corporation

By: Cindy Miller  
Name: Cindy Miller  
Title: Executive Director

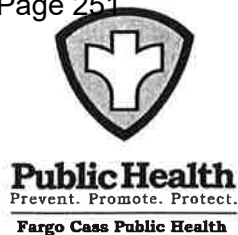
Dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

City of Fargo, a North Dakota municipal corporation

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

ATTEST:

\_\_\_\_\_  
Steve Sprague, City Auditor




19

**FARGO CASS PUBLIC HEALTH**  
1240 25th Street South  
Fargo, ND 58103-2367  
Phone 701-241-1360  
Fax 701-241-1366  
[FargoCassPublicHealth.com](http://FargoCassPublicHealth.com)

**M E M O R A N D U M**

**TO:** BOARD OF CITY COMMISSIONERS

**FROM:** DESI FLEMING   
DIRECTOR OF PUBLIC HEALTH

**DATE:** JULY 25, 2019

**RE:** AGREEMENT FOR \$9,000 WITH PROJECT COORDINATOR,  
JOSH EBERT DBA CENTER POINT TACTICAL LLC,

The attached agreement for services with Josh Ebert DBA Center Point Tactical LLC is for a maximum of \$9,000 is to assist Fargo Cass Public Health fulfill the requirements of their City Readiness Initiative grant.

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

**Suggested Motion:** Move to approve the agreement with Josh Ebert for the CRI services.

DF/lls  
Enclosure



# PURCHASE OF SERVICE AGREEMENT

NORTH DAKOTA DEPARTMENT OF HEALTH  
SFN 53772 (04-2019)

Contract Number <b>ER19.008</b>	CFDA Name <b>Public Health Emergency Preparedness</b>	CFDA Number <b>93.069</b>
FAIN Number <b>NU90TP921920</b>	Contract Type (Check One) <input checked="" type="checkbox"/> Acquisition <input type="checkbox"/> Research	Start Date <b>7/1/2019</b>
Federal Award Date	Federal Awarding Agency <b>Department of Health and Human Services</b>	End Date <b>6/30/2021</b>

This contract is not effective and expenditures related to this contract should not be incurred until all parties have signed this document.

Title of Project/Program <b>Emergency Response Services</b>	North Dakota Department of Health (NDDoH) Project Code <b>6611 HLH 3270 11</b>		
Contractor Name <b>Fargo Cass</b>	Project Director <b>Tim Wiedrich, Section Chief</b>		
Address <b>1240 - 25<sup>th</sup> Street South</b>	Address <b>1720 Burlington Drive</b>		
City/State/ZIP Code <b>Fargo, ND 58103-2367</b>	City/State/ZIP Code <b>Bismarck, ND 58504</b>		
Contact Name <b>Desi Fleming</b>	Contact Name <b>Juli Sickler, PHEP - Division Director</b>		
Telephone Number <b>701-241-1360</b>	Telephone Number <b>701-328-2270</b>		
Email Address <b>dfleming@fargond.gov</b>	Email Address <b>jsickler@nd.gov</b>		
Amount Awarded	NDDoH Cost Share <b>See Special Conditions</b>	Contractor Cost Share <b>\$0.00</b>	Total Costs <b>See Special Conditions</b>
Previous Funds Awarded	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Total Funds Awarded	<b>See Special Conditions</b>	<b>\$0.00</b>	<b>See Special Conditions</b>

## Scope of Service

Contractor agrees to provide personnel resources as requested by the North Dakota Department of Health (NDDoH) Department Operations Center (DOC) as mutually agreed upon by the Contractor. Responding personnel must be currently employed with the identified agency. Contractor's personnel resources for response must be approved by the DOC prior to deployment.

## Reporting Requirements

Time logs must be submitted to reflect the hours worked of each responder. Mileage logs must be submitted to verify mileage payment. Final invoice must be submitted within 30 days of the Emergency Declaration ending or no later than July 15, 2021.

## Special Conditions

This contract is subject to the terms and conditions incorporated either directly or by reference to the Centers for Disease Control and Prevention Funding Opportunity Announcement number CDC-RFA-TP19-1901. Contractor's response personnel will be reimbursed by the North Dakota Department of Health at rates consistent with the Contractor's personnel rates prior to the request for emergency response from the DOC.

This Purchase of Service Agreement is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum for Purchase of Service Agreements issued by the NDDoH as signed by Contractor for the period of July 1, 2019 to June 30, 2021 [Accounting Use Only: ☐ Requirements Received; ☐ Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Contractor's Acceptance		Evidence of NDDoH Acceptance	
Date <b>7/5/19</b>	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative <b>Desi Fleming, Director of Public Health</b>		Typed Name/Title of Authorized Representative <b>Tim Wiedrich, Section Chief Emergency Preparedness and Response</b>	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative <b>Timothy J. Mahoney, Mayor, City of Fargo</b>		Typed Name/Title of Authorized Representative <b>Brenda M. Weisz, Chief Financial Officer</b>	
If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.			



## AGREEMENT FOR SERVICES

**THIS AGREEMENT**, effective the 1<sup>st</sup> day of July 2019, by and between Fargo Cass Public Health ("FCPH"); and Center Point Tactical LLC.

**NOW, THEREFORE**, it is hereby agreed by and between the parties here to as follows:

**A. Term of Agreement:** The parties entered into a written agreement for the period of July 1, 2019, through June 30, 2020.

**B. Services to be provided by independent contractor:**

1. Develop a schedule and plans to conduct 3 drills required by Division of Strategic National Stockpiles (DSNS). Submit the dates of the drills scheduled to NDDoH no later than September 8, 2019. Results of scheduled drills will be forwarded to the NDDoH no later than June 1, 2020 prior to submission to the Center of Disease Control's Data Collection and Reporting System. After approval has been obtained by NDDoH, submit the appropriate documentation regarding the plans for drills and any other required reports to the Center of Disease Control's Data Collation and Integration for Public Health Event Response (DCIPHER) no later than June 30, 2020.
2. Conduct one full-scale or functional mass prophylaxis dispensing exercise as approved by the NDDoH that includes all pertinent jurisdictional leadership and emergency support function leads, planning and operational staff, and all applicable personnel. Submit the resulting exercise data, after action report(s), improvement plans and other required reports to NDDoH for approval. After approval by NDDoH, submit documents to the Center of Disease Control's Data Collation and Integration for Public Health Event Response (DCIPHER). The Functional/Full Scale exercise (FE / FSE) needs to be conducted only once over the next 5-year period (2017 – 2022).
3. Functional / Full Scale exercises and documents should be posted to the National Exercise Master Scenario Events List (NxMSEL).
4. Assemble State Strategic National Stockpile (SNS) and local City Readiness Initiative (CRI) planners to convene periodic CRI meetings to enable participants to engage in the exchange of CRI information, update SNS plans, educate and train volunteers and network to improve CRI program success.
5. Continue development and augmentation of Grantee's scalable plans with supporting infrastructure that is consistent with State plans so that the selected Metropolitan Statistical Areas (MSAs) are prepared to provide oral medications during an event to their entire population within 48 hours.
  - o Identify point of dispensing (POD) sites to accommodate the provision of antibiotics to the affected population.
  - o Recruit volunteer staff for POD operations and populate the Public Health Emergency Volunteer/Medical Reserve Corps (PHEVR/MRC). Submit volunteer data in an approved format to NDDoH Emergency Preparedness and Response Office.
  - o Orient and train volunteer staff (clinical and non-clinical) for POD operations. Training could include pre-event and/or just-in-time tools.
  - o Conduct POD site surveys to ensure suitability of facilities in supporting POD operations. Operational manuals should be developed specific to each POD site.
  - o Coordinate with state and local law enforcement to develop a comprehensive security plan.
  - o Coordinate with jurisdictions across the MSA to ensure consistent health communication messaging and dissemination of public information.
  - o Maintain plans that are consistent with State plans to provide prophylaxis through alternate methods to increase population throughput to decrease the burden on PODs. Examples include: Drive-thru POD, company prophylaxis, mobile mass prophylaxis teams, closed POD.
  - o Determine threshold criteria for shifting from a clinical dispensing model to a non-clinical model of dispensing.
6. All plans must be available in the NDDoH HAN Document Library. CRI plans must be reviewed and updated every six months during the grant cycle.

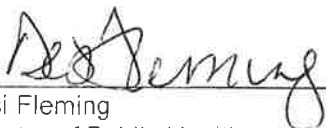
- C. **Reimbursement:** Center Point Tactical LLC shall be reimbursed \$2,250.00 quarterly for the above services rendered for a total or maximum of \$9,000 for total project detailed.
- D. **Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. **Confidentiality:** The independent contracting consultant agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

**Special Considerations:**

- A. It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and contractee that 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 service agreement. I hereby certify that the above assurances and provisions of service 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 purchase of service agreement has been executed between the Consultant and Fargo Cass Public Health on the date-executed below.

**FARGO CASS PUBLIC HEALTH**

  
\_\_\_\_\_  
Desi Fleming  
Director of Public Health

Date July 1, 2019

\_\_\_\_\_  
Timothy J. Mahoney  
Mayor, City of Fargo

Date \_\_\_\_\_

**CENTER POINT TACTICAL LLC**

  
\_\_\_\_\_  
Josh Ebert  
Project Coordinator for Center Point Tactical LLC

Date 07-24-2019

Contract originator: Doug Murphy  
Division: Emergency Preparedness  
Sub category: CRI



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**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: MARK WILLIAMS, ASSISTANT PLANNING DIRECTOR**

**DATE: July 25, 2019**

**SUBJECT: APPROVE ESMART MEMORANDUM OF UNDERSTANDING & NON-DISCLOSURE AGREEMENT**

The City of Fargo (City) and eSmart Systems US, Inc. (eSmart) have been working in collaboration for the past several months to design an electric vehicle charging station and related pilot project for the Roberts Commons parking facility. The City Commission received an update on the project at its July 30, 2018 meeting. The "Fargo Smart Energy Ramp" pilot project will permit electric vehicles to park at the Roberts Commons facility and connect to an electric charging station. This demonstration project will install technology equipment (hardware) and utilize software provided by eSmart to operate the charging station.

eSmart has agreed to serve as the prime contractor for the Fargo Smart Energy Ramp project. It is necessary at this time for the parties to enter into a Memorandum of Understanding (MOU) and Non-Disclosure Agreement (NDA) to provide a framework for project implementation. The City Attorney's Office has reviewed the attached MOU and NDA on behalf of the City.

**Suggested Motion:** Approve the eSmart Memorandum of Understanding and Non-Disclosure Agreement.

### **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (this "MOU") is entered into this \_\_\_th day of \_\_\_, 2019 ("Effective Date"), by and between eSmart Systems US ,Inc.("eSmart"), a Delaware corporation, and the City of Fargo ,North Dakota ("Fargo"), (collectively the "Parties").

#### **Whereas**

- The City of Fargo seeks to optimize the use of EV,PV ,Storage and Load Control with Artificial Intelligence to lower energy costs, reduce Carbon Footprint and provide Value Added Services in a public-private partnership ; and
- WHEREAS, eSmart is a leading developer in the use of Artificial Intelligence software for use in the energy business; and
- WHEREAS, The Parties intend to use Intelligent Control (AI) of Renewable Energy Systems including electrical vehicle charging; and
- WHEREAS, eSmart and Fargo now wish to establish a framework in order to advance development of the Project.

**NOW, THEREFOR**, based upon the recitals set forth herein and the mutual covenants of the Parties, the Parties agree as follows:

#### **1. NDIC Project Structure**

- a. The Parties understand that eSmart is the Prime contractor for the 18 month project with the State of North Dakota acting by and through the North Dakota Industrial Commission ("NDIC") called "Fargo's Smart Energy Ramp" as set forth in a contract with the NDIC, a copy of which is attached as Appendix 1 and incorporated as if fully set forth herein. Said 18-month project shall be referred to herein as the "Project".

#### **2. Equipment Ownership**

- a. eSmart will convey and transfer ownership by assignment, of the equipment to Fargo at the completion of the Project, to be evidenced by an assignment instrument in a form substantially in conformance with the form attached to this MOU.
- b. The equipment includes the final list of all "Hardware" identified in Attachment E.1 of Exhibit A of Appendix 1.
- c. Fargo is responsible for maintenance of the Hardware.

- d. Fargo shall not be responsible for replacement of any Hardware that is destroyed or that is damaged to such a degree as to require replacement in order to function by any intentional or negligent act of any person, firm or entity during the Term of the Project.

3. eSmart Software License

- a. The eSmart software provides intelligent control of the systems to minimize the utility bills (e.g., demand charges) and potentially to minimize and track carbon footprint.
- b. eSmart hereby grants a 10 year license of the software to Fargo at no fee to the City of Fargo, said license to commence upon Acceptance as described below.
- c. eSmart will be responsible for the maintenance of the software during the Project
- d. By the start of operations of the software in the Project, eSmart and Fargo will negotiate the licensing and intellectual property rights for Fargo's use of the license.
- e. Within two months of the end of the project, eSmart and Fargo will negotiate further maintenance fees, licensing rights, confidentiality and intellectual property rights for the period beyond the 18-month term of the Project.

4. Payment The City shall remit payment in the sum of Fifty Thousand and no/100 Dollars (\$50,000.00) in two installments, as follows:

- a. \$25,000 shall be remitted to eSmart upon full execution and delivery of this MOU by the Parties; and,
- b. Upon completion of installation of the Equipment, Hardware and Software and upon Acceptance of the same, as described below, the remaining balance, in the sum of \$25,000, shall be remitted to eSmart within a reasonable time, said time not to exceed thirty (30) days.

5. Acceptance Upon completion of installation of the Equipment, Hardware and Software, eSmart will inform the City of the same and will provide a demonstration to the City of the installed project. The City shall have a reasonable amount of time, not to exceed thirty (30) days, to undertake testing to the City's satisfaction and eSmart will cooperate with the City for such purposes. When it is established that the project is functional and in working order as contemplated by the Parties, the City shall be deemed to have accepted the Project by notifying eSmart in writing or orally of its Acceptance, said time deemed to be "Acceptance" for purposes of this MOU.

6. Confidentiality The Parties shall enter into concurrently with the execution of this MOU a Non-Disclosure Agreement ("NDA") setting forth the Parties' respective obligations regarding confidentiality and non-disclosure.

7. Governing Law This MOU shall be governed by and construed in accordance with the laws of the State of North Dakota, notwithstanding its conflicts of law or choice of law provisions. All matters, whether sounding in tort or in contract, relating to the validity, construction, performance, or enforcement of this MOU shall be controlled by and determined in accordance with the laws of the State of North Dakota and the Parties agree that all legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued exclusively in the State, Cass County, District Court and shall not be removed therefrom to any other federal or state court.

8. Amendments Any amendments to this MOU shall be made by mutual written consent of the Parties.

9. Intellectual Property rights All trade secret, proprietary, commercial, financial and research information of eSmart, as defined by North Dakota open record law, shall be exempt from disclosure, and shall remain the property of eSmart, consistent with this MOU and the NDA.

10. Form of Notices; Addresses All notices, requests, consents, or other communications required under this MOU shall be in writing and shall be deemed to have been properly given if served personally or if sent by United States registered or certified mail or overnight delivery service to the Parties as follows (or at such other address as a Party may from time to time designate by notice given pursuant to this section) in addition to an e-mail notification:

To eSmart:	eSmart Systems US, Inc.
	John Flory SVP
	405 114 Ave SE #100
	Bellevue, WA 98004
	John.Flory@esmartsystems.com

with a copy to: Steven M. Sherman  
405 114<sup>th</sup> Ave SE#100  
Bellevue, WA 98004  
[Steven.Sherman@esmartsystems.com](mailto:Steven.Sherman@esmartsystems.com)  
and  
Terry Sando  
[Terry.Sando@esmartsystems.com](mailto:Terry.Sando@esmartsystems.com)

To the City: City Auditor  
Fargo City Hall  
225 4th Street  
Fargo, ND 58102

and to: City Administration Offices  
ATTN: Michael Redlinger, Asst. City Admin.  
Fargo City Hall  
225 4th Street  
Fargo, ND 58102

with copy to: Office of the City Attorney—Fargo  
ATTN: Erik R. Johnson  
505 Broadway, Suite 206  
Fargo, ND 58102

Each notice shall be deemed given and received on the date delivered if served personally or, if sent by United States registered or certified mail or by overnight delivery service, then the day so sent to the address of the respective Party, as provided in this Article, postage pre-paid. Notices sent by a Party's counsel shall be deemed notices sent by such Party.

11. Counterpart Signatures This MOU may be executed and delivered in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to be one agreement or MOU.

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this MOU as of the Effective Date, above-described.

Signed by:

eSmart Systems US, Inc.

City of Fargo

  
\_\_\_\_\_

Name: John E. Flory

Title: Senior Vice President

Phone: 530-304-8441

Email: john.flory@esmartsystems.com

Address: 405 114<sup>th</sup> Ave SE, Suite 100

Bellevue, WA 98004

Date: 16 July 2019

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address:

Date: \_\_\_\_\_

## Assignment

This Assignment , dated as of \_\_\_\_\_ (the "Assignment") from eSmart Systems US Inc. ("Assignor") to the City of Fargo, North Dakota, ("Fargo") or ("Assignee").

### WITNESSETH

WHEREAS, Assignor and Fargo have entered into a MOU dated \_\_\_\_\_ to help Fargo optimize the use of EV, PV, Storage and load control with artificial intelligence;

WHEREAS, said MOU contemplates the transfer, conveyance and assignment of Assignor's ownership interest in the equipment used in the Project at the completion of the Project to Assignee, its heirs or assigns;

### NOW, THEREFORE,

1. Assignor hereby transfers, conveys and assigns its ownership in the equipment described below, utilized in the Project:

[Insert description of equipment]

2. The Assignee hereby accepts the assignment of the ownership interest of the equipment described above.

3. This Assignment shall be governed by and construed in accordance with the laws of the state of North Dakota.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the Effective Date.

(Assignor ) \_\_\_\_\_

(Assignee) \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title \_\_\_\_\_

## NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (the "NDA") has been made and effective \_\_\_\_, 2019 by and between:

- (i) eSmart Systems US, Inc, a Corporation duly registered and validly existing under the laws of the State of Delaware, ("eSmart") and
- (ii) City of Fargo, North Dakota, ("Fargo")

(hereinafter jointly referred to as the "**Parties**" or individually as a "**Party**".)

### WHEREAS

- (A) The Parties have entered into a Memorandum of Understanding for eSmart to perform certain functions for a project of the North Dakota Industrial Commission (NDIC) called "Fargo's Smart Energy Ramp" the ( "Project") with Fargo.
- (B) eSmart has agreed to be the Prime Contractor for the 18 month Project and provide assistance with the use of Intelligent Control (AI) of renewable energy systems, including the use of eSmart's proprietary software systems.
- (C) The Parties agree that information presented by eSmart to Fargo shall be subject to the terms and conditions set forth in this NDA.

**NOW THEREFORE**, the Parties have agreed as follows:

### 1. CONFIDENTIAL INFORMATION

For the purpose of this NDA, the term "**Confidential Information**" shall include all information disclosed by one Party (the "**Disclosing Party**") or its representatives, to the other Party (the "**Recipient**") in connection with the Project, including, without limitation, information memorandum, procedures, documentation, trade secrets, technical data, valuations, costs, rates and prices and any other information of a proprietary or confidential nature relating to the Disclosing Party or any of its subsidiaries, as well as any information created or derived from any such information, irrespective of disclosing medium and storage. For the avoidance of doubt, this NDA and any information relating to the Project, and the terms of or other facts relating to the Project shall also be regarded as Confidential Information. The Confidential Information may be labelled as "confidential", "proprietary" or similar without this being an explicit requirement for benefiting from the protection given herein.

### 2. RESTRICTIONS OF USE AND NON-DISCLOSURE

The Recipient shall use the Confidential Information solely for the Project, and shall not disclose any Confidential Information to third parties without the prior written consent of the Disclosing Party. The Recipient shall (i) duly handle and protect from disclosure the Confidential Information, (ii) only use the Confidential Information as is strictly necessary for the Project, and (iii) limit the internal circulation of the Confidential Information to

such employees of the Recipient as have a strict "need to know" in connection with the Project. The Recipient shall make reasonable efforts to procure that all of its representatives and personnel are subject to corresponding obligations of confidentiality similar to this NDA prior to receiving any Confidential Information.

The Recipient shall be entitled to directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any adviser (including but not limited to solicitors, financial advisers and accountants) who strictly need to receive and consider Confidential Information for the purposes of evaluating advising or otherwise assisting the Recipient with the Project.

The Recipient undertakes to promptly terminate the use of and to destroy (or permanently erase in relation to any Confidential Information held electronically) or return any and all Confidential Information, including copies and reproductions made thereof, to the Disclosing Party upon the request of the Disclosing Party or when the use of the Confidential Information is no longer needed for the Project. Notwithstanding the obligations in this paragraph, the Recipient and its advisers will be entitled to retain such copies of such Confidential Information as is required by law, bona fide internal compliance policies existing at the date of this NDA or the rules of any applicable regulatory authority to which the Recipient or their advisers are subject but no further copies and such information will continue to be held subject to the terms of this NDA.

### **3. EXCEPTIONS**

The restrictions regarding Confidential Information as stated in Section 2 shall not apply to the extent the Recipient may substantiate that the relevant parts of the Confidential Information: (i) is or becomes part of the public domain without breach of this NDA; (ii) is known and proved to be on record by the Recipient prior to disclosure in connection with the Permitted Purpose; (iii) is subsequently lawfully obtained by the Recipient from a third party without breaching any other contractual obligations; or (iv) is disclosed pursuant to the lawful order or requirement of a government body, commonly recognized stock exchange, court or administration agency, subject to the prior written notice to the Disclosing Party. Where the Recipient is unable to give notices to or consult with the Disclosing Party unless such notice or consultation is prohibited by law the Recipient will, to the extent permitted by law, inform the Disclosing Party of the circumstances, timing and content of and manner of making the disclosure promptly after such disclosure has been made. Upon any unauthorized disclosure of Confidential Information by the Recipient, it shall immediately take all actions reasonably available thereto to recover such Confidential Information and to prevent any further publication or dissemination.

### **4. OWNERSHIP AND RIGHTS**

All Confidential Information disclosed or transferred by the Disclosing Party to the Recipient shall remain the property of the Disclosing Party. Nothing in this NDA shall be construed, by implication or otherwise, as a grant by the Disclosing Party to the Recipient of (i) a license or any other right to make, use or sell any product using the Confidential Information; (ii) any patent, patent application, utility model, copyright, mask work right, or any other industrial or intellectual property right covering same; (iii) a right to use in advertising, publicity or otherwise, any trademark or trade name of the Disclosing Party;

or (iv) an authorization to act as an agent on behalf of the Disclosing Party for any purpose.

**5. LIABILITY**

The Disclosing Party makes no representations or warranties hereunder, whether express or implied as (i) to the accuracy, completeness, quality or fitness for any particular purpose of the Confidential Information, or (ii) that any such Confidential Information involves concepts or embodiments that are free of infringement of other rights. The Recipient shall indemnify the Disclosing Party from all costs and damages incurred by the Disclosing Party due to the Recipient's breach of this NDA. The Parties acknowledge that a remedy of damages for breach of the terms contained herein is inadequate and that an injunction restraining the Recipient from continuing any breach of this NDA, in whole or in part, shall be available through a competent court of jurisdiction.

No failure or delay by the Disclosing Party in exercising any right, power or privilege under this NDA shall be construed as a waiver thereof.

**6. MISCELLANEOUS**

This NDA constitutes the entire NDA between the Parties relating to the subject hereof and supersedes any other NDAs, written or oral, among the Parties concerning such subject matter.

The Parties may not at any time assign or transfer any of its legal, beneficial or other rights, benefits and/or obligations under this NDA without the prior written consent of the other Party hereto.

If any of the provisions of this NDA are found by any competent authority to be void or unenforceable, it shall be deemed to be deleted from this NDA, and the remaining provisions of this NDA shall remain in force and effect. Notwithstanding the foregoing, the Parties shall negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

Amendments or modifications of, or addition to, or waiver under this NDA shall not be effective or binding on either of the Parties hereto unless set forth in writing and executed, in the case of a waiver by the Party effectuating same, and in all other cases by each of the Parties hereto.

The Parties acknowledge that Confidential Information may be unique and valuable, and that disclosure or use in breach of this Agreement may result in irreparable injury to Discloser for which monetary damages alone may not be an adequate remedy. Discloser shall be entitled to seek injunctive or other equitable relief in addition to any other rights available by law or equity.

Such protections are necessary and in conformance with Section 11 of the NDIC "Fargo's Smart Energy Ramp" and are subject to open record law including those provisions for Trade Secret, Proprietary, Commercial and Financial information under the North Dakota Open Records law, NDCC Sections 44-04-17.1 and 18.4.

**7. GOVERNING LAW AND DISPUTE RESOLUTION**

This NDA shall be governed by and construed in accordance with the laws of the State of North Dakota.

In the event of any dispute, the Parties agree to consider entering into non-binding mediation.

**8. TERM**

This NDA shall commence on the date hereof and shall continue in full force and effect for a term of three (3) years.

**9. EXECUTION IN COUNTERPART**

This NDA may be executed in one (1) or more counterparts and each of them shall be considered an original document, but all of which shall be considered one (1) and the same agreement and shall become binding when one (1) or more counterparts have been signed by each of the parties.

eSmart Systems US, Inc

City of Fargo

Signature:



Name:

John E. Flory

Title:

Sr Vice President

Date:

16 July 2019

Address:

405 114th Ave.S.E., Suite 100

Bellevue, WA 98004

530-304-8441

Signature:

.....

Name:

Title:

Date:



(21)

## PUBLIC WORKS/OPERATIONS

Fleet Management, Forestry,  
Streets & Sewers, Watermeters,  
Watermains & Hydrants  
402 23<sup>rd</sup> STREET NORTH  
FARGO, NORTH DAKOTA 58102  
PHONE: (701) 241-1453  
FAX: (701) 241-8100

July 19<sup>th</sup>, 2019

The Honorable Board of City Commissioners  
City of Fargo  
225 North Fourth Street  
Fargo, ND 58102

RE: 2019 Articulating Utility Tractor/Mower (PBCT652)

Commissioners:

A cost evaluation process was started in June for the purchase of a new Articulating Utility Tractor Mower unit to be used by the Fargo Street Department for maintaining the underpasses and city drains. Multiple vendors were contacted and evaluated. It was determined that utilizing a purchasing consortium was the best solution for the purchase. The Minnesota State Purchasing contract T-652(5) / 130903 (Municipal Tractors) meets all of the City of Fargo purchasing guidelines.

The results were as follows:

<u>Firm</u>	<u>Price</u>
Bert's Truck Equipment	\$28,575.10

The review committee, consisting of Ben Dow, Corey Houim, and Tanner Smedshammer, determined that the proposal was compliant. A proposal is attached for your clarification and consideration. Funding for this purchase is included in the 2019 Capital Outlay funds for the Street Department. Our recommendation is to purchase from Bert's Truck Equipment using the Minnesota State Buying contract.

SUGGESTED MOTION:

Approve the recommendation to purchase one (1) Articulating Utility Tractor/Mower from Bert's Truck Equipment for the amount of \$28,575.10.

Respectfully Submitted,

Tanner Smedshammer  
Fleet Management Specialist



# Pricing Quote

Quote #: 35278-19192

Date Quoted: July 2, 2019  
Quote Expires: August 2, 2019**Prepared For:**

Tanner Smedshammer  
City of Fargo  
Fargo, ND 58102

**Prepared By:**

BERT'S TRUCK EQUIPMENT OF MOORHEAD, INC  
3804 HWY 75 N  
MOORHEAD, MN 56560  
218-233-8681

Thank you for the opportunity to quote the following Ventrac product(s) for your review. I have added the items that we feel would best serve your needs. Please feel free to contact me with any questions.

QTY	Model #	Description	Minnesota	Total
1	4500Z (39.51208)	Ventrac Tractor: KN, 4500Z Kubota WG972-GL	21,622.50	21,622.50
1	MS720 (39.55111)	Attachment: MOWERS - FINISH MS, MS720 Mower SD	3,808.35	3,808.35
1	70.8163	Accessory: Kit, Hydraulic Flip Up	404.55	404.55
1	70.4067	Accessory: DUAL WHEEL KIT Kit, Duals Field Trax	1,139.25	1,139.25
1	70.4140	Accessory: DIGITAL SLOPE GAUGE Kit, Slope Indicator	320.85	320.85
1	70.4114	Accessory: STROBE LIGHT Kit, Strobe Light 4500	204.60	204.60

Subtotal 27,500.10

**CHARGES**

Setup Charges +475.00

Freight +600.00

**TOTAL USD \$ 28,575.10**

**As Low As \$ 629.22**  
For Qualified Customers per month



**PUBLIC WORKS/OPERATIONS**

22

Fleet Management, Forestry,  
Streets & Sewers, Watermeters,  
Watermains & Hydrants  
402 23<sup>rd</sup> STREET NORTH  
FARGO, NORTH DAKOTA 58102  
PHONE: (701) 241-1453  
FAX: (701) 241-8100

July 17, 2019

The Honorable Board of City Commissioners  
City of Fargo  
225 Fourth Street N  
Fargo, ND 58102

RE: Fuel Purchase for 3<sup>rd</sup> and 4<sup>th</sup> Quarters of 2019 RFV19104

Commissioners:

The Fuel Procurement Committee, comprised of the Finance Director, the Director of Operations and the Fleet Services Manager, monitors the City of Fargo's current and projected fuel use and the fuel market to determine when conditions are favorable to lock in fuel prices for 80% of the city's projected fuel uses.

On July 10, 2019, the Fuel Procurement Committee received bids for 240,000 gallons of #2 Diesel and 110,000 Gallons of Unleaded Gasoline. The award was made to Hartland Fuels with a submitted low bid of \$701,454.00 without tax. (RFV19007).

Attached for your review is the Bid Tab from July 10, 2019 and the Fuel Contract.

RECOMMENDED MOTION: I/we hereby move to authorize and execute the Forward Fuel Contract (RFV19007) for the 1<sup>st</sup> and 2<sup>nd</sup> Quarters of 2020.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Allan Erickson".

Allan Erickson  
Fleet Services Manager

Definitions:

The terms City of Fargo, City, Buyer and Grantee are synonymous and mean the City of Fargo

The terms "Bidder, Contractor, Offerer, Proposer, Contractor, Firm, Company" are synonymous and mean the offerer or Contractor.

Efficiency Payments:

In the event Buyer does not take delivery of the contracted quantity for the delivery period, Contractor can sell the volume not lifted in the open market the last 2 days of the quarter contract or the first 5 days of the following quarter contract.

If the open market price is less than the fixed forward pricing above, the Buyer will pay Contractor the amount equal to the volume not lifted times the difference between the open market price and the fixed forward price.

If the open market price is more than the fixed forward pricing above, the Contractor will pay Buyer the amount equal to the volume not lifted times the difference between the open market price and the fixed forward price.

Delivery of Fuel

Delivery of fuel will be to all City of Fargo's three (3) fueling sites located at:

402 23rd Street North	Public Works (3 Underground tanks)
650 23rd Street North	Metro Transit Garage (2 underground tanks)
4501 7th Avenue North	Landfill (1 above ground tank)

Delivery of fuel to the fueling site at Public Works will require a vent hose to be connected between tanker and tank.

Additional Products and Fuel Additives

The Buyer uses various mixtures of fuel depending on the time of year. For winter use, diesel is a blend of #1 and #2 with a cold weather additive. Bio diesel may also be used during the summer months. Additional products purchased outside of the contracted amount will be current rack price at the time of purchase. Splash blending for products like bio-diesel will be acceptable.

Failure to Perform:

If, during any month of the delivery period, Contractor fails to deliver the contracted volume, and such failure is not excused as provided herein, and the Replacement Price (cost incurred by Buyer to secure the contracted for volume) is greater than the Contract

Price, then Contractor shall be liable for and shall pay Buyer the amount equal to the volume not delivered times the difference between the Replacement Price and the Contract Price.

Excused Performance:

Except with regard to a Party's obligation to make payments due under this Contract, in the event either Buyer or Contractor is rendered unable, wholly or in part, by unforeseeable causes to carry out its obligations, then upon notification by telephone with a subsequent written notice setting forth the specifics within a reasonable time, but not in excess of six (6) days after the commencement of the failure to perform due to unforeseeable causes, the obligations of the Party giving such notice, insofar as they are affected by such causes, from its inception, shall be excused during the entire period of any inability so caused but for no longer period.

Excused performance, as employed in this Contract will mean any event that prevents delivery or receipt of Product, including acts of God, strikes, lockouts, or industrial disputes or disturbances, civil disturbances, interruptions by government or court orders, necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction, acts of the public enemy, events affecting facilities or services of non-affiliated third parties, or any other cause of like kind not reasonably within the control of the non-performing Party and which by the exercise of due diligence such Party could not have prevented or is unable to overcome.

**Contractor Warrants:**

Contractor warrants that all royalties, taxes and other sums due on production and transportation of the Fuel to the Delivery Point(s) are paid, and that it will have the right to convey and will transfer good and merchantable title to all Fuel sold hereunder and delivered by it to Buyer, free and clear of any and all liens, encumbrances and claims. All Fuel delivered will meet the ASTM standard for that product.

Contractor shall pay all taxes lawfully levied on Contractor applicable to the Fuel delivered to Buyer. Buyer shall pay all taxes lawfully levied on Buyer after delivery to Buyer. If Buyer is exempt from any taxes, Buyer shall furnish Contractor with proper documentation.

If in the event of a product shortage at the local pipeline and a tanker must be sent to another pipeline outside of the metro area, the additional freight charge must be agreed upon between buyer and Contractor at the time of order.

**Notices:**

All billings, payments, statements, notices and communications made pursuant to this Contract shall be made as follows:

**Contractor:**

**Buyer:**

Hartland Fuel Products, LLC	City of Fargo
PO Box 809	225 4 <sup>th</sup> St N
Onalaska, WI, 54650	Fargo, ND 58102

**Transfer or Assignment:**

This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective Parties hereto; and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this contract, in whole or in part, will be made without the prior written consent of the non-assigning party, which consent will not be unreasonably withhold or delayed provided, Upon any transfer and assumption, the transferor shall not be relieved of or discharged from any obligations hereunder unless such assumption is made in the transfer/assumption agreement.

**Severability:**

If any term, provision, covenant, or condition of this Contract or the application thereof, to any party or circumstance, shall be held to be invalid or unenforceable (in whole or in part) for any reason, the remaining terms, provisions, covenants, and conditions hereof shall continue in full force and effect as if this Contract had been executed with the invalid or unenforceable portion eliminated.

**Applicable Law:**

The Contract shall be governed in accordance with the laws of the State of North Dakota.

**Consequential and Incidental Damages:**

In no event will either party be liable under this Contract, whether in contract, tort (including negligence and strict liability) or otherwise, for incidental, consequential, special or punitive damages.

#### Applicable Federal Clauses

Only to the extent any of the following sections are applicable to a contract of the nature herein contemplated, the following shall apply:

#### No Government Obligation to Third Parties:

The Buyer and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Buyer, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### Program Fraud & False or Fraudulent Statements & Related Acts:

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, Program Fraud Civil Remedies, 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or cause to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### Access to Records and Reports:

**Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the

contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

**Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event

of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

**Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

**Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

**Federal Changes:**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Buyer and FTA, and they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**Civil Rights and Equal Opportunity:**

The City of Fargo is an Equal Opportunity Employer. As such, the City of Fargo agrees to comply with all applicable Federal civil rights laws and implementing regulations.

Apart from inconsistent requirements imposed by Federal laws or regulations, the City of Fargo agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

**Nondiscrimination:** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**Race, Color, Religion, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C.

§ 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42

U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**Age:** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**Disabilities:** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42

U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Termination Provisions:

The City reserves the right to terminate this agreement for cause by written notices to the Contractor. Cause for termination will be documented failure(s) of the Contractor to provide services in the quantity and/or quality required by the agreement. Contractor will, within ten (10) days, correct the failure or present the City with a plan to correct the failure. In the event Contractor does not correct failure or complete its plan to correct failure, then the City may terminate this agreement by notifying Contractor of date of termination. Said termination shall not diminish the City of Fargo's rights under law or equity.

This Contract may be terminated for cause by either party upon seven (7) days' written notice in the event of substantial failure to perform through no fault of the terminating party.

In the event of any termination, City of Fargo shall pay the agreed rate only for services delivered up to the date of termination. City of Fargo has no obligation to Contractor, of any kind, after the date of termination.

Disadvantaged and Small Business Enterprise:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- a) Withholding monthly progress payments;
- b) Assessing sanctions;
- c) Liquidated damages; and/or
- d) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

In connection with the performance of this service, the Contractor will cooperate with the City of Fargo in the utilization of disadvantaged business enterprises including women-owned business enterprises for the duration of the contract and will use its best efforts to insure that disadvantaged business enterprises have the maximum practicable opportunity to compete for subcontract work. In order to insure that a fair proportion of the purchases of supplies and services is placed with disadvantaged business enterprises, the Contractor agrees to take affirmative action to identify disadvantaged business firms, solicit bids or quotations from them for supplies and services related to this proposal.

The Contractor agrees to meet any goals established by City of Fargo for purchases pertaining to this Contract to the best of the Contractor's ability and will provide the City of Fargo with the necessary certification and records for reporting purposes. When the majority of the contract is labor, which is not a contracting opportunity, DBE goals will not be set but Contractors are encouraged to use DBE businesses.

The Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The Contractor must promptly notify the City of Fargo whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE

subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Fargo.

**Fostering Small Business Participation.** The City of Fargo has established a small business element to its DBE program, pursuant to 49 CFR 26.39. This program aims to provide opportunities and foster small business enterprises (SBE)/participation in contracting with the City of Fargo. This program is race- and gender- neutral, however SBEs can also count towards DBE goals.

**Incorporation of FTA Terms:**

The preceding provision includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 (as amended), are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Fargo requests which would cause City of Fargo to be in violation of the FTA terms and conditions.

**Debarment, Suspension, Ineligibility and Voluntary Exclusion:**

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Breach of Contract and Dispute Resolution:**

**Disputes:** Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City, the City Administrator. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Fargo City Commission, 200 N 3rd Street, Fargo, ND 58102. A hearing will be scheduled with the Fargo City Commission at the next regularly scheduled meeting. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position at said hearing. The decision of the Fargo City Commission shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute: Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims of Damages: Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies: Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of North Dakota.

Rights and Remedies: The duties and obligations imposed by this Agreement/Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Lobbying Restrictions:

The Proposer certifies that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31.

U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

Clean Air and Federal Water Pollution Control Act:

The Contractor agrees:

It will not use any violating facilities;

It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"

It will report violations of use of prohibited facilities to FTA; and

It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 - 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Contract Work Hours & Safety Standards Act:

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

**Substance Abuse Requirements: Drug and Alcohol Testing:**

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of North Dakota or the City of Fargo, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 before the start of the contract period and to submit the Management Information System (MIS) reports before the start of the contract to the City of Fargo Fleet Manager. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

**Energy Conservation:**

Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq).

**Safe Operation of Motor Vehicles:**

**Seat Belt Use:** The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

**Distracted Driving:** The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

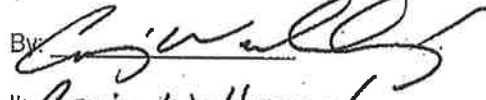
**Entire Agreement:**

THE TERMS CONTAINED IN THIS CONTRACT CONSTITUTE THE ENTIRE CONTRACT OF THE PARTIES, AND THERE ARE NO CONTRACTS, UNDERSTANDINGS, OBLIGATIONS, PROMISES, ASSURANCES OR CONDITIONS, PRECEDENT OR OTHERWISE, EXCEPT THOSE EXPRESSLY SET OUT HEREIN.

DESTINATION IS CITY OF FARGO FUELING STATIONS

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

CONTRACTOR

By:   
It: Craig Waldvogel  
VP - Marketing

BUYER

Dr. Tim Mahoney Mayor

(Both Parties are Signatories)

REPORT OF ACTIONUTILITY COMMITTEE

(23)

Project No. SW 16-03 Phase II

Type: Landfill Gas Expansion Project  
Time Extension Request

Location: Solid Waste Division – Landfill

Date of Hearing: 7/18/19

<u>Routing</u>	<u>Date</u>
City Commission	2/29/19
Project File	

Terry Ludlum, Solid Waste Utility Director, presented the attached Time Extension Requests for SW16-03 Phase II Landfill Gas Expansion Project.

On October 8, 2018, the Commission approved the award of Project SW16-03 Phase II in a *Multiple Prime Contractor* format. The landfill gas expansion project was awarded to *Gast Construction Company Inc., Robert Gibb & Sons, and Rickard Electric Inc.* A Notice to Proceed was provided on October 10, 2018, with a substantial completion date of June 30, 2019, and a final completion date of July 30, 2019.

On July 10, 2019, the awarded contractors provided the attached 60-day *Requests for Time Extension*. The extensions are due to the installation of additional City-requested redundancy equipment that was outside of the original scope of design. In addition, the extension will allow time for representatives of the three major equipment vendors to be onsite during start-up to provide professional oversight.

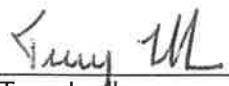
Given the above-described information, staff would recommend approval of the 60-day extension request from Gast Construction Company, Inc., Robert Gibb & Sons, and Rickard Electric for work related to Project SW 16-03 Phase II.

**MOTION:**

On a motion by Bruce Grubb, seconded by Ben Dow, the Utility Committee voted to approve the attached *Time Extension Requests* for SW16-03 Phase II, Landfill Gas Compressor Station Expansion Project.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Anthony Gehrig, City Commissioner				X
Brenda Derrig, City Engineer	X	X		(Tom Knakmuhs)
Kent Costin, Director of Finance	X	X		
Brian Ward, Water Plant Supt.				
Mark Miller, Wastewater Plant Supt.	X	X		
Bruce Grubb, Enterprise Director	X	X		
Scott Liudahl, City Forester	X	X		
Terry Ludlum, Solid Waste Utility Director	X	X		
James Hausauer, Wastewater Util. Director	X	X		
Troy Hall, Water Utility Director	X	X		
Ben Dow, Public Works Operations Director	X	X		

ATTEST:

  
 Terry Ludlum  
 Solid Waste Utility Director


C: Tim Mahoney, Mayor  
 Commissioner Grindberg  
 Commissioner Piepkorn  
 Commissioner Strand

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## MEMORANDUM

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**TO:** Utility Committee

**FROM:** Terry Ludlum, Solid Waste Utility Director 

**RE:** Project SW 16-03 Phase II Landfill Gas Compressor Station Project – Time Extension Request

**DATE:** July 12, 2019

On October 8, 2018, the Commission approved the award of Project SW16-03 Phase II in a *Multiple Prime Contractor* format. The landfill gas expansion project was awarded to *Gast Construction Company Inc.*, *Robert Gibb & Sons*, and *Rickard Electric Inc.* A Notice to Proceed was provided on October 10, 2018, with a substantial completion date of June 30, 2019, and a final completion date of July 30, 2019.

On July 10, 2019, the awarded contractors provided the three attached 60-day *Requests for Time Extension*. The extensions are due to the installation of additional City-requested redundancy equipment that was outside of the original scope of design. The equipment will allow each separate end user to vary gas flow without affecting the overall collection and treatment system. In addition, the extension will allow time for representatives of the three major equipment vendors to be onsite during start-up to provide professional oversight.

Given the above described information, staff would recommend approval of the 60-day extension request from Gast Construction Company, Inc., Robert Gibb & Sons, and Rickard Electric for work related to Project SW 16-03 Phase II.

Your consideration in this matter is greatly appreciated.

**SUGGESTED MOTION:**

Approve the attached 60-day *Request for Time Extension* by Gast Construction Company, Inc., Robert Gibb & Sons, and Rickard Electric for work related to Project SW 16-03 Phase II.

Attachment

cc: Steve Sprague, City Auditor  
Randy Hanson, Wenck Associates  
Paul Hanson, Landfill Supervisor



Change Order No. Gast No. 5

Date of Issuance: June 30, 2019

Effective Date: June 30, 2019

Owner: City of Fargo Division of Solid Waste

Owner's Contract No.: SW 16-03

Contractor: Gast Construction

Contractor's Project No.:

Engineer: Wenck Associates Inc.

Engineer's Project No.: 0208-0140

Project: Landfill Gas Compression System Expansion

Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Time extension for project related to delayed system startup.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>580,322.00</u>	Original Contract Times: Substantial Completion: <u>June 30, 2019</u> Ready for Final Payment: <u>July 30, 2019</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>4</u> : \$ <u>29,180.16</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>   </u> to No. <u>   </u> : Substantial Completion: <u>No Change</u> Ready for Final Payment: <u>No Change</u> days
Contract Price prior to this Change Order: \$ <u>609,502.16</u>	Contract Times prior to this Change Order: Substantial Completion: <u>June 30, 2019</u> Ready for Final Payment: <u>July 30, 2019</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>0</u>	Increase of this Change Order: Substantial Completion: <u>August 30, 2019</u> Ready for Final Payment: <u>September 30, 2019</u> days or dates
Contract Price incorporating this Change Order: \$ <u>609,502.16</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>August 30, 2019</u> Ready for Final Payment: <u>September 30, 2019</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By:		By:		By:	Gast Construction Co., Inc.
	Engineer (if required)		Owner (Authorized Signature)		Contractor (Authorized Signature)
Title:	Project Manager	Title:		Title:	Project Manager
Date:	July 10, 2019	Date:		Date:	07/10/2019

Time extension for project related to delayed system startup.

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By:		By:		By:	
	Engineer (if required)		Owner (Authorized Signature)		Contractor (Authorized Signature)
Title:	Project Manager	Title:		Title:	Estimator/Project Manager
Date:	July 10, 2019	Date:		Date:	7/10/2019

Date of Issuance: June 30, 2019

Effective Date: June 30, 2019

Owner: City of Fargo Division of Solid Waste

Owner's Contract No.: SW 16-03

Contractor: Rickard Electric

Contractor's Project No.:

Engineer: Wenck Associates Inc.

Engineer's Project No.: 0208-0140

Project: Landfill Gas Compression System Expansion

Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Time extension for project related to delayed system startup.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>534,830.00</u>	Original Contract Times: Substantial Completion: <u>June 30, 2019</u> Ready for Final Payment: <u>July 30, 2019</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>5</u> : \$ <u>4,380.07</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>   </u> to No. <u>   </u> : Substantial Completion: <u>No Change</u> Ready for Final Payment: <u>No Change</u> days
Contract Price prior to this Change Order: \$ <u>539,210.07</u>	Contract Times prior to this Change Order: Substantial Completion: <u>June 30, 2019</u> Ready for Final Payment: <u>July 30, 2019</u> days or dates
[Increase] [ <u>Decrease</u> ] of this Change Order: \$ <u>0</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>August 30, 2019</u> Ready for Final Payment: <u>September 30, 2019</u> days or dates
Contract Price incorporating this Change Order: \$ <u>539,210.07</u>	Contract Times with all Change Orders: Substantial Completion: <u>August 30, 2019</u> Ready for Final Payment: <u>September 30, 2019</u> days or dates

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By:                     By:                     By:                     

Engineer (if required)

Owner (Authorized Signature)

Contractor (Authorized Signature)

Title: Project ManagerTitle                     Title PresidentDate: July 10, 2019Date                     Date 07/10/19

REPORT OF ACTION

## UTILITY COMMITTEE



Project No. WW1402

Type: Hazard Mitigation Grant Program (HMGP)  
Amendment #6 (Time Extension)

Location: Broadway Interceptor SSO Reduction Project

Date of Hearing: 7-18-2019

<u>Routing</u>	<u>Date</u>
City Commission	7-29-2019
Project File	

Jim Hausauer, Wastewater Utility Director, presented attached FEMA HMGP Amendment #6 which calls for a six (6) month time extension for Project WW1402. In 2014, the City of Fargo (City) amended the HMGP application for the Wastewater Treatment Plant (WWTP) levee project (DR-1981-ND-9R) to include the Broadway Interceptor SSO Reduction Project. In July 2014, the amended application was authorized and approved. Since the award of the original scope of the project, there have been five amendments approved for the project as summarized below:

*Amendment #1*-Consisted of creating wet weather relief for the Broadway Interceptor through the installation of a relief sanitary sewer force main from a modified Lift Station #1 and Lift Station #2, flowing north to the WWTP. The purpose of this project is to prevent the Broadway Interceptor from backing up during wet weather conditions that may cause potential sanitary sewer backups or overflows into public and private property.

*Amendment #2*-This included replacement of the existing pumps at Lift Station #1. With the modifications and addition of the new wet weather pumps, the new electrical equipment was incompatible with the existing electrical system and pumps. New dry weather pumps were included to eliminate the compatibility issues and reduce operation and maintenance (O/M) costs.

*Amendment #3*-This amendment included routing changes to the force main. The original scope called for the force main to be installed in five (5) segments, but coordination with City Engineering, it was decided to proceed with incorporating the force main with other City projects to coordinate the route with other planned capital improvement projects. The original scope called for five (5) segments, but now the force main was to be installed in 14 segments to coincide with these other projects.

*Amendment #4*- includes multiple Scope of Work (SOW) changes that include the request to withdraw the WWTP Levee Project and a request to change various components of the Broadway SSO Reduction Project that includes additional funds for the change in scope:

*Amendment #5*-With the large scale of construction required, the project was divided into 14 segments to allow each segment to be properly managed. In order to achieve completion of all the components, the Wastewater Utility requested a one-year extension from March 24, 2018 to March 24, 2019.

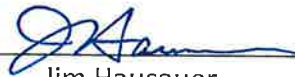
**Amendment #6:** Most of the 14 segments being formally closed out with the exception of Improvement District NR17B, Wastewater Utility staff requested a 6 month time extension to specifically complete the construction of Lift Stations 1 & 2. In order to achieve completion of the project an extension from March 24, 2019 to September 24, 2019 was requested. This time extension will allow for the completion of construction, closeout of project documents and adequate time to meet all FEMA HMGP Grant requirements.

**MOTION:**

On a motion by Terry Ludlum, seconded by Scott Luidahl, the Utility Committee voted to approve HMGP Amendment #6 with the North Dakota Department of Emergency Services for a six (6) month time extension from March 24, 2019 to September 24, 2019 for the Broadway Interceptor SSO Reduction Project.

COMMITTEE:	Present	Yes	No	Unanimous	X
				X	
				Proxy	
Anthony Gehrig, City Commissioner					
Kent Costin, Director of Finance	X				
Brian Ward, Water Plant Superintendent					
Mark Miller, Wastewater Plant Supt.	X				
Bruce Grubb, City Administrator	X				
Scott Liudahl, City Forester	X				
Terry Ludlum, Solid Waste Utility Director	X				
Jim Hausauer, Wastewater Utility Director	X				
Troy Hall, Water Utility Director	X				
Ben Dow, Public Works Operations Director	X				
Brenda Derrig, City Engineer	X				
				(Proxy – T.Knakmuhs)	

ATTEST:



Jim Hausauer

Wastewater Utility Director

C: Mayor Mahoney  
Commissioner Strand  
Commissioner Piepkorn  
Commissioner Grindberg

MEMORANDUM

July 18<sup>th</sup>, 2019

To: Utility Committee

From: Jim Hausauer, Wastewater Utility Director 

Re: FEMA Hazard Mitigation Grant Program (HMGP)  
Amendment #6-Time Extension  
Broadway Interceptor SSO Reduction Project

**Background**

If you recall, the City of Fargo (City) amended the Hazard Mitigation Grant Program (HMGP) application for the Wastewater Treatment Plant (WWTP) levee project (DR-1981-ND-9R) to include the Broadway Interceptor SSO Reduction Project. In February 2014, the amended application outlining the Broadway Interceptor SSO Reduction Project was submitted to the North Dakota Department of Emergency Services (NDDDES). In July 2014, the City was notified that the amended application was authorized. Since the award of the original scope of the project in December 2013, there have been five amendments approved for the project as summarized below:

**Prior Approved Amendments:**

*Amendment #1*-Consisted of creating wet weather relief for the Broadway Interceptor through the installation of a relief sanitary sewer force main from a modified Lift Station #1 and Lift Station #2, flowing north to the WWTP. The purpose of this project is to prevent the Broadway Interceptor from backing up during wet weather conditions that may cause potential sanitary sewer backups or overflows into public and private property.

*Amendment #2*-This included replacement of the existing pumps at Lift Station #1. With the modifications and addition of the new wet weather pumps, the new electrical equipment was incompatible with the existing electrical system and pumps. New dry weather pumps were included to eliminate the compatibility issues and reduce operation and maintenance (O/M) costs.

*Amendment #3*-This amendment included routing changes to the force main. The original scope called for the force main to be installed in five (5) segments, but coordination with City Engineering, it was decided to proceed with incorporating the force main with other City projects to coordinate the route with other planned capital improvement projects. This resulted in additional costs for both construction and engineering. The original scope called for the force main to be installed in five (5) segments, but now the force main is planned to be installed in 14 segments to coincide with these other projects.

*Amendment #4*- includes multiple Scope of Work (SOW) changes that include the request to withdraw the WWTP Levee Project and a request to change various components of the Broadway SSO Reduction Project that includes additional funds for the change in scope:

*Amendment #5*-With the large scale of construction required, the project was divided into 14 segments to allow each segment to be properly managed. In order to achieve completion of all the components, the Wastewater Utility requested a one-year extension from March 24, 2018 to March 24, 2019. A one-year time extension will allow for the completion of construction, closeout of project components and adequate time to meet all FEMA HMGP Grant requirements.

**Amendment #6**

With almost all of the 14 segments being formally closed out with the exception of Improvement District (ID) NR17B, Wastewater Utility staff requested a 6 month time extension to specifically complete the construction of Lift Stations 1 & 2. In order to achieve completion ID NR17B an extension from March 24, 2019 to September 24, 2019 was requested. This time extension will allow for the completion of construction, closeout of project documents and adequate time to meet all FEMA HMGP Grant requirements, and will compensate for unexpected time delays associated Excel Energy and poor weather conditions.

Your consideration in this matter is greatly appreciated.

**Recommended Motion**

Approve the attached FEMA HMGP Amendment #6 with the North Dakota Department of Emergency Services for the Broadway Interceptor SSO Reduction Project for a six (6) month time extension from March 24, 2019 to September 24, 2019.



**Wastewater Treatment Plant**  
3400 North Broadway  
Fargo, ND 58102  
Office: 701.241.1454 | Fax: 701.241.8159  
[www.FargoND.gov](http://www.FargoND.gov)

May 24, 2019

Mr. Todd Jeorsz  
State Hazard Mitigation Officer  
North Dakota Department of Emergency Services  
PO Box 5511  
Bismarck, ND 58504

RE: ND-DR-1981-Time Extension Request  
City of Fargo Broadway Interceptor Project

Dear Todd:

The intent of this letter is to request a 6 month time extension from March 24, 2019 to September 24, 2019 for the above referenced project. Significant progress has been made on the overall project; however, due to the size and complexity, a final time extension is requested.

The original scope was approved on December 17, 2013 for a grant award for flood mitigation at the Wastewater Treatment Plant. Following approval of the original contract, a Hazard Mitigation Grant Program (HMGP) Subgrant Agreement was submitted and approved on July 16, 2016. As design of the project progressed and evolved, changes in the overall scope were accounted for in Amendments 3 & 4 and the project was broken up into 14 segments to allow each segment to be properly managed and coordinated with other City of Fargo projects.

Although a majority of the project has been constructed and completed, there are still project components left to be completed, specifically with the construction of Lift Stations 1 & 2. In order to complete all of the project components, the City is requesting a 6 month time extension from March 24, 2019 to September 24, 2019. A 6 month extension will allow for completion of construction activities, closeout of all project components, completion of all required administrative tasks and processing reimbursement requests.

Your consideration in this matter is greatly appreciated.

Sincerely,



Jim Hausauer  
Wastewater Utility Director  
City of Fargo

Cc: Bruce Grubb, City Administrator  
Ben Julson, PE, AE2S  
Jamie Bullock, Grants Accountant  
Kent Costin, Finance Director

**Hazard Mitigation Grant Program Subgrant Agreement for FEMA-DR-1981-ND  
Between The North Dakota Department of Emergency Services  
And  
City of Fargo**

**Amendment No. 6**

**To Contract Dated: 16 July 2014**

**ATTACHMENT A is replaced in its entirety by the following:**

**ATTACHMENT A**

**Approved Project Data**

CFDA Title and Number: Disaster Grants – Hazard Mitigation Grant Program, 97.039  
 Disaster Declaration Number: FEMA-DR-1981-ND  
 Sub-grantee: City of Fargo  
 Project Number: 9-R – Amendment #5 – City of Fargo Broadway Interceptor Sewer System Project  
 Project Cost: 100% - \$23,255,747  
**Federal Funding:** 75% - \$17,441,810  
**State Funding:** 10% - \$2,325,575  
**Local Funding:** 15% - \$3,488,362  
 Work Schedule: 16 July 2014 – 24 September 2019

The City of Fargo will create wet weather flow relief for the Broadway Interceptor through installation of a relief sewer from Lift Station #1 (LS #1) and Lift Station #2 (LS #2) north directly to the City of Fargo Waste Water Treatment Plant (WWTP). The Broadway Interceptor is one of three main sanitary sewer interceptors in Fargo, ND and serves the oldest parts of the city including the downtown area and the high density residential developments both north and south of downtown. The purpose of this project is to prevent the Broadway Interceptor from backing up during wet weather conditions and causing sanitary sewer backups or overflows into public and private property. Due to the current format of the Broadway Interceptor, wet weather conditions are currently posing significant hazards to both public and private property, as well as the functionality of the City's sanitary sewer system. This scope of work includes the installation of a dedicated force main from LS #1 and LS #2 directly to the Effluent Force Main at the WWTP, allowing LS #1 and LS #2 to pump wet weather flows directly to the City's wastewater stabilization ponds. Modifications to LS #1 include wet well and piping modifications; architectural modifications; installation of odor control equipment, new pumps, and a backup generator. Modifications at LS #2 include wet well and piping modifications; architectural modifications; installation of odor control equipment, new pumps, and a backup generator; and a bypass from the West Side Interceptor to the 45th Street Interceptor. The Effluent Force Main will also be modified to allow wet weather flows to be sent directly to the Waste Stabilization Ponds.

**Work Schedule:**

30% Design	9 Weeks
60% Design	9 Weeks
90% Design	9 Weeks
Final Design	3 Weeks
Bidding and Award of Construction Contracts	6 Weeks
Construction	50 Months
<u>Project Closeout</u>	<u>3 Months</u>
Total:	62 Months

Cost Estimate:

Lift Station #1 Modifications	\$ 3,142,634.62
Lift Station #2 Modifications	\$ 2,679,372.60
Relief and Effluent Force Main Modifications	\$ 14,115,579.78
West Side Interceptor Bypass	\$ 353,240.00
Program Management	\$ 495,775.00
Engineering	\$ 1,742,045.00
Construction Staking	\$ 47,500.00
<u>Construction Observation</u>	<u>\$ 679,600.00</u>
Total:	\$ 23,255,747.00

Other Conditions:

Environmental requirements, as noted below and in the attached FEMA award letter dated 16 July 2014 must be met and documented. The attached environmental form must be completed and submitted before grant can be closed out.

1. All necessary measures must be taken to minimize fugitive dust emissions created during construction activities. Any complaints that may arise are to be dealt with in an efficient and effective manner.
2. Noise from construction activities may have adverse effects on persons who live near the construction area. Noise levels can be minimized by ensuring that construction equipment is equipped with a recommended muffler in good working order. Noise effects can also be minimized by ensuring that construction activities are not conducted during early morning or late evening hours.
3. All necessary measures must be taken to minimize the disturbance of any asbestos-containing material and to prevent any asbestos fiber release episodes. Any facility that is to be renovated or demolished must be inspected for asbestos. Notification of the Department's Division of Air Quality (701-328-5188) is required before any demolition. Removal of any friable asbestos containing material must be accomplished in accordance with section 33-15-13-02 of the North Dakota air pollution control rules.
4. This project may require a Section 404 permit from the Corps of Engineers. The sub-applicant shall consult with USACE regulatory office in Bismarck, ND to determine any project requirements. The Applicant is responsible for obtaining any needed permits and verifying and complying with all permit requirements, including wetland mitigation, any permit conditions, pre-construction notification requirements, and regional conditions as provided by the Army Corps of Engineers. The applicant is responsible for implementing, monitoring, and maintaining all Best Management Practices (BMPs) and Pre-Construction Notification (PCN) conditions of applicable NWP. This is to include any requirements per the North Dakota Dept. of Health 401 Water Quality Certification for Clean Water Act permits.
5. For any work in the SFHA, the sub-applicant must apply for a floodplain permit from the floodplain administrator of the respective community where the action is proposed. All required permits should be maintained as part of the permanent record.

6. Per the ND State Water Commission, a construction permit for the floodwall is needed from the State Engineer. Please contact the ND State Water Commission if you have any questions regarding the permit.
7. Per the ND Dept. of Parks and recreation, the sub-applicant is responsible for complying with the conditions illustrated in the Parks and Recreation letter dated 2/13/14 regarding Land and Water Conservation Fund (LWCF) project sites. Should any public or private utilities need to be added or relocated on the LWCF recreational lands, the ND Dept of Parks and Recreation must be consulted prior to any action taken.
8. Applicant shall comply with proper construction practices and environmental disturbance requirements as outlined in the NDDOH letter dated 12/5/11 and 2/5/14.
9. Care is to be taken during demolition activity near any water of the state to minimize adverse effects on a water body. This includes minimal disturbance of streambeds and banks to prevent excess siltation, and the replacement and revegetation of any disturbed area as soon as possible after work has been completed. Caution must also be taken to prevent spills of oil and grease that may reach the receiving water from equipment maintenance, and/or the handling of fuels on the site. Guidelines for minimizing degradation to waterways during construction are attached to the letter.
10. Projects disturbing one or more acres are required to have a permit to discharge storm water runoff until the site is stabilized by the reestablishment of vegetation or other permanent cover. Further information on the storm water permit may be obtained from the Department's website or by calling the Division of Water Quality (701-328-5210). Projects disturbing less than one acre are also required to have a permit to discharge storm water runoff if the site is part of a larger common plan of development or sale, and the larger common plan will ultimately disturb equal to or greater than one acre. A permit is not required for routine maintenance activities performed to maintain the original line and grade, hydraulic capacity, or original purpose of the facility. The city of Fargo may require additional construction site sediment and erosion control measures. The city also may require post-construction considerations for storm water quality by ordinance, or as part of its ND PES Small Municipal Separate Storm Water System (MS4) General Permit obligations. Check with the local officials to be sure any local storm water management considerations are addressed.

FOR THE SUBGRANTEE:

Name and Title

Signature Date

FOR THE GRANTEE:

DEPARTMENT OF EMERGENCY SERVICES



Justin Messner – Disaster Recovery Chief

Date

REPORT OF ACTION**UTILITY COMMITTEE**

(25)

Project No. N/A Type: AE2S Task Order #24 – Water Tower Reconditioning

Location: Two Water Tower Sites

Date of Hearing: 7/18/2019

<u>Routing</u>	<u>Date</u>
City Commission	<u>7/29/2019</u>
Project File	<u>                    </u>

Troy Hall, Water Utility Director, presented the attached memo regarding a proposed AE2S task order for reconditioning of Water Tower 4 and Water Tower 7. Construction would take place in 2020. Water tower reconditioning is in the Water Utility Capital Improvement Plan (CIP) and accounted for in the Water Utility financial model. This task order is in the amount of \$372,400 with tower reconditioning submitted as a line item for the 2020 Water Utility budget. Since the construction part likely needs to be bid in 2019 to get the best pricing, the engineering needs to begin now. Water tower reconditioning is also a line item in the 2019 budget. This project will be funded with Infrastructure Sales Tax (Fund 450).

**MOTION:**

On a motion by Jim Hausauer, seconded by Ben Dow, the Utility Committee voted to approve the proposed Task Order #24 with AE2S in the amount of \$372,400 for engineering services related to the reconditioning of two water towers.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Anthony Gehrig, City Commissioner	<u>                    </u>			
Kent Costin, Director of Finance	<u>X</u>			
Brian Ward, Water Plant Supt.	<u>                    </u>			
Mark Miller, Wastewater Plant Supt.	<u>X</u>			
Bruce Grubb, City Administrator	<u>X</u>			
Scott Liudahl, City Forester	<u>X</u>			
Terry Ludlum, Solid Waste Utility Director	<u>X</u>			
James Hausauer, Wastewater Util. Director	<u>X</u>			
Troy Hall, Water Utility Director	<u>X</u>			
Ben Dow, Public Works Operations Director	<u>X</u>			
Brenda Derrig, City Engineer	<u>X</u>			
				<u>(Tom Knakmuhs)</u>

ATTEST:

  
 Troy B. Hall  
 Water Utility Director

C: Tim Mahoney, Mayor  
 Commissioner Strand  
 Commissioner Piepkorn  
 Commissioner Grindberg

**MEMORANDUM**

July 12, 2019

**To:** Utility Committee

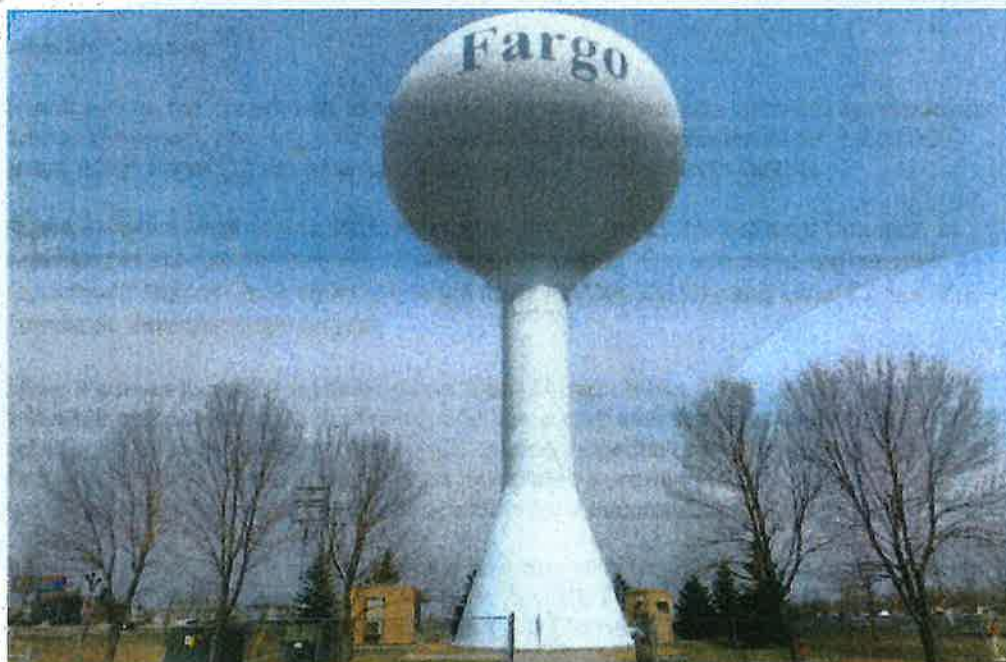
**From:** Troy B. Hall, Water Utility Director *TBH*

**Re:** AE2S Task Order #24 – Fargo Water Towers No. 4 & 7 Reconditioning

**Introduction**

Attached, please find a proposed task order with AE2S for engineering services related to the design, bidding, and construction of reconditioning projects at Water Towers No. 4 and No. 7. KLM Engineering, Inc. (KLM) is a tank engineering specialty firm and will be a technical sub-consultant for these reconditioning projects. The actual construction portion of these water tower reconditioning projects will be completed in 2020. This task order is in the amount of \$372,400 with tower reconditioning submitted as a line item for the 2020 Water Utility budget. KLM is currently revising construction estimates since the last inspection reports are a few years old.

<b>Water Tower</b>	<b>Storage Volume</b>	<b>Location</b>
Water Tower No. 4	500,000 gallon storage	12 <sup>th</sup> Avenue North & 38 <sup>th</sup> Street
Water Tower No. 7	1 million gallon storage	45 <sup>th</sup> Street & 9 <sup>th</sup> Avenue South



**Water Tower Number 7 (1 million gallon capacity)**

Water tower reconditioning is in the Water Utility Capital Improvement Plan (CIP) and accounted for in the Water Utility financial model. The reconditioning of some water towers was delayed until after the construction of the Membrane Water Treatment Plant (MWTP) was completed. This includes Water Towers No. 4 and No. 7. The reconditioning of these two water towers will be awarded to a single contractor. However, reconditioning of both towers will not be able to be completed simultaneously because they are relatively close to one another in the water distribution system. For a complete breakdown of estimated engineering costs associated with these projects, please see the proposed task order.

#### **Plan of Financing**

This project will be funded with Infrastructure Sales Tax (Fund 450) and is in the Water Utility Capital Improvement Plan (CIP). This overall reconditioning project has been submitted for consideration in the 2020 budget. Since the construction part likely needs to be bid in 2019 to get the best pricing, the engineering needs to begin now. Water tower reconditioning is a line item in the 2019 budget.

#### **SUGGESTED MOTION:**

Approve Task Order #24 with AE2S in the amount of \$372,400 to be paid with Infrastructure Sales Tax (Fund 450) for engineering services related to the reconditioning of two water towers.

Your consideration in this matter is greatly appreciated.

This is Water Consulting Task  
Order No. 24, consisting  
of 5 pages.

## **Water Consulting Task Order No. 24**

---

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Water Consulting Services – Task Order Edition, dated January 1, 2018 ("Agreement"), Owner and Engineer agree as follows:

### **1. Background Data**

- A. Effective Task Order Date: July 18, 2019
- B. Owner: City of Fargo (Water Utility)
- C. Engineer: Advanced Engineering and Environmental Services, Inc. (AE2S)
- D. Engineer Project No.: P00803-2019-013
- E. Specific Project (title): Fargo Water Tower Nos. 4 and 7 Reconditioning
- F. Specific Project (description):

Final Design Phase, Bidding Phase, Construction Phase, and Post-Construction Phase services for the Fargo Water Tower Nos. 4 and 7 Reconditioning. The project consists of the complete reconditioning of both Water Tower No. 4 and Water Tower No. 7 including the removal and replacement of existing interior and exterior paint coatings and miscellaneous structural repairs. Water Tower No. 4 is a 500,000 gallon single pedestal water tower located near 1214 38<sup>th</sup> Street North, Fargo, ND. Water Tower No. 7 is a 1,000,000 gallon single pedestal water tower located at 45<sup>th</sup> Street and 9<sup>th</sup> Avenue South, Fargo, ND.

### **2. Services of Engineer**

- A. The specific services to be provided or furnished by Engineer under this Task Order are detailed in Attachment 1 and include the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference
  - Final Design Phase (Exhibit A, Paragraph A1.03)
  - Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)
  - Construction Phase Services (Exhibit A, Paragraph A1.05)
    - including Resident Project Representative (RPR) services (A1.05.A.2)
  - Post-Construction Phase Services (Exhibit A, Paragraph A1.06)

**B. Resident Project Representative (RPR) Services:**

The scope of services for this Task Order includes RPR services and Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.

**C. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.**

**3. Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2, Exhibit B of the Agreement.

**4. Task Order Schedule**

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following approximate schedule:

- Task Order approval (Utility Committee) – July 18, 2019
- Task Order approval (City Commission) – July 29, 2019
- Final Design Phase – November 2019 through December 2019
- Bidding Phase – January 2020
- Start Construction – April 2020
- Substantial Completion of Construction Work for Water Tower No. 7 – July 1, 2020
- Substantial Completion of Construction Work for Water Tower No. 4 – October 1, 2020

## 5. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

<i>Phase</i>	<i>Task Number and Task Name</i>	<i>Payment Method</i>	<i>Estimated Hours</i>	<i>Amount</i>
<b>040</b>	<b>Final Design Phase Services (WT Nos. 4 and 7)</b>	<b>Method A</b>		
01	Project Management and Administration		48	\$7,700
02	Engineering Design and Drawings		206	\$31,200
03	Specifications		56	\$9,300
04	Specialty Consulting (KLM Engineering)			\$3,700
<b>050</b>	<b>Bidding Phase Services (WT Nos. 4 and 7)</b>	<b>Method A</b>		
01	Pre-Bidding Administration		62	\$10,000
02	Post-Bidding Administration		26	\$4,000
03	Specialty Consulting (KLM Engineering)			\$3,700
<b>060</b>	<b>Construction Phase Services (WT No. 7)</b>	<b>Method B</b>		
01	Construction Administration		108	\$17,200
02	Construction Field Services		84	\$14,600
03	Specialty Inspection Services (KLM Engineering)			\$122,500
<b>061</b>	<b>Construction Phase Services (WT No. 4)</b>	<b>Method B</b>		
01	Construction Administration		108	\$17,200
02	Construction Field Services		84	\$14,600
03	Specialty Inspection Services (KLM Engineering)			\$95,500
<b>070</b>	<b>Post-Construction Phase Services (WT No. 7)</b>	<b>Method B</b>		
01	Post-Construction Phase Services		42	\$7,000
02	Specialty Warranty Inspections (KLM Engineering)			\$3,600
<b>071</b>	<b>Post-Construction Phase Services (WT No. 4)</b>	<b>Method B</b>		
01	Post-Construction Phase Services		42	\$7,000
02	Specialty Warranty Inspections (KLM Engineering)			\$3,600
<b>Total</b>			<b>866</b>	<b>\$372,400</b>

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C, where Method A is a Lump Sum payment and Method B is payment for Standard Hourly Rates.

**6. Consultants retained as of the Effective Date of the Task Order:** KLM Engineering, Inc.

**7. Other Modifications to Agreement and Exhibits:** None.

**8. Attachments:**

Attachment 1 – Scope of Services for Task Order

**9. Other Documents Incorporated by Reference:**

None.

**10. Terms and Conditions**

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

The Effective Date of this Task Order is July 18, 2019.

OWNER: City of Fargo (Water Utility)

ENGINEER: Advanced Engineering and  
Environmental Services, Inc. (AE2S)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Troy B. Hall

Name: Brian R. Bergantine, PE

Title: Water Utility Director

Title: Operations Manager

DESIGNATED REPRESENTATIVE FOR  
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR  
TASK ORDER:

Name: Troy B. Hall

Name: Kevin Johnson, PE

Title: Water Utility Director

Title: Project Engineer

Address: 435 14<sup>th</sup> Ave S  
Fargo, ND 58103

Address: 4170 28<sup>th</sup> Ave S  
Fargo, ND 58104

E-Mail  
Address: [THall@FargoND.gov](mailto:THall@FargoND.gov)

E-Mail  
Address: [Kevin.Johnson@ae2s.com](mailto:Kevin.Johnson@ae2s.com)

Phone: (701) 476 - 6741

Phone: (701) 364 - 9111

***Attachment 1 to Water Consulting Task Order No. 24***

*Fargo Water Tower Nos. 4 and 7 Reconditioning*

***July 18, 2019***

## **Scope of Services**

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The Project involves the reconditioning of Water Tower No. 4 and Water Tower No. 7 including the removal and replacement of existing interior and exterior paint coatings and miscellaneous structural repairs. Water Tower No. 4 is a 500,000 gallon single pedestal water tower located near 1214 38<sup>th</sup> Street North, Fargo, ND. Water Tower No. 7 is a 1,000,000 gallon single pedestal water tower located at 45<sup>th</sup> Street and 9<sup>th</sup> Avenue South. This Scope of Services provides for the Final Design, Bidding, Construction, and Warranty phase services to support the development of drawings and specifications as necessary for bidding the improvements, construction of the improvements including construction administration and on-site observation services, and warranty services including project closeout and an end of warranty period float-down inspection. In order to complete the rehabilitation of both water towers in a single construction season, while only allowing one water tower to be taken out of service at a time, the Project will be bid as a single bid package to ensure one contractor is responsible for meeting the Project schedule. The following is a detailed breakdown of this Scope of Services to Water Consulting Task Order No. 24.

### **Phase 040 – Final Design Phase Services (Towers No. 4 and 7)**

***In accordance with Paragraphs A1.03 and A1.08 of Exhibit A of the Original Task Order Agreement, dated January 1, 2018, ENGINEER shall perform the following additional Final Design Phase services under Water Consulting Task Order No. 24:***

#### **Task 01 – Project Management and Administration**

Engineer shall perform general project administration activities including progress monitoring, scheduling, general correspondence, office administration, and invoicing. These activities include maintaining contact and liaison with the Owner and Project staff; providing Owner with monthly Project financial status updates; ensuring that the needs of the Owner are met in a timely manner, and monitoring Project budgets and schedules.

#### **Task 02 – Engineering Design and Drawings**

Engineer shall provide design services and develop a single bid set of drawings for the Fargo Water Tower Nos. 4 and 7 Reconditioning. Drawings shall be based on inspection reports previously completed by KLM Engineering, Inc. for the City of Fargo, including applicable amendments, revisions, and updates to those inspection reports. Under this task, Engineer shall:

- Prepare civil, process, structural, and electrical drawings for the proposed improvements which are anticipated to include reconditioning of both Water Tower No. 4 and Water Tower No. 7. The reconditioning work is anticipated to include the complete removal and replacement of existing interior and exterior paint coatings as well as miscellaneous structural repairs for both water towers.
- Incorporate specialty drawings and details as recommended by specialty Subconsultant (see Task 04).
- Prepare general front-end drawings including a cover, vicinity map, drawing index, abbreviations and legends, and general notes.
- Prepare a construction phasing plan for the improvements to limit the impact of construction activities on the operation of the Fargo Water System.
- Develop a final estimated Opinion of Total Construction Cost for the proposed scope of work prior to bidding.
- Perform internal quality control review of the final Drawings prior to bidding.

Engineer shall provide 100 percent bid set documents (including specifications provided under Task 03) to the Owner and the North Dakota Department of Environmental Quality (NDDEQ). Two hard copy sets will be submitted to the NDDEQ and one set (both electronic and hard copy) will be submitted to the Owner.

#### Task 03 – Specifications

Engineer shall develop specifications for the Fargo Water Tower Nos. 4 and 7 Reconditioning based on inspection reports previously completed by KLM Engineering, Inc. for the City of Fargo and applicable amendments, revisions, and updates to those inspection reports. Under this task, Engineer shall:

- Prepare Project Specifications for the proposed scope of work to include all required front-end and technical specifications in accordance with Division 50 specification formatting.
- Perform internal quality control review of the final Specifications prior to bidding.

#### Task 04 – Specialty Consulting (KLM Engineering)

Engineer shall secure the services of a specialty Subconsultant (KLM Engineering, Inc.) and coordinate design services for the Fargo Water Tower Nos. 4 and 7 Reconditioning based on inspection reports previously completed by KLM Engineering, Inc. for the City of Fargo, including applicable amendments, revisions, and updates to those inspection reports. Under this task, Subconsultant shall:

- Prepare technical specifications for structural modifications, surface repairs, and coating requirements
- Prepare detail drawings for structural repairs and/or modifications.
- Develop an updated Opinion of Total Probable Construction Costs prior to bidding based on the proposed improvements and anticipated bidding environment at the time of bidding (contractor availability, etc.).

### **Phase 050 – Bidding or Negotiating Phase Services (Towers No. 4 and 7)**

*In accordance with Paragraphs A1.04 and A1.08 of Exhibit A of the Original Task Order Agreement, dated January 1, 2018, ENGINEER shall perform the following additional Bidding or Negotiating Phase services under Water Consulting Task Order No. 24:*

#### **Task 01 – Pre-Bidding Administration**

Pre-bidding administration services will be provided to assist the Owner in soliciting bids for construction, responding to plan holder questions, preparing and certifying addenda for distribution, and attending the bid opening for the Fargo Water Tower Nos. 4 and 7 Reconditioning.

#### **Task 02 – Post-Bidding Administration**

Post-bidding administration services will include reviewing the bids for errors and discrepancies, preparing a recommendation letter to the Utility Committee and City Commission, preparing the Notice of Award(s) to the successful contractor(s), and preparing the contract documents for the Fargo Water Tower Nos. 4 and 7 Reconditioning.

#### **Task 03 – Specialty Consulting (KLM Engineering)**

Bidding phase services provided by Subconsultant shall include communications with the Engineer to obtain clarifications and/or interpretations of the project documents, answer bidder questions, review the bid results, reviewing the bids for errors and discrepancies, and qualifications/experience of Contractors. Engineer's Subconsultant will also attend a pre-bid meeting to be available to provide interpretation and clarification of the bidding documents as well as the inspection reports for both Water Tower No. 4 and Water Tower No. 7.

### **Phase 060 and 061 – Construction Phase Services**

*Construction Phase Services shall be provided separately for each tower under the following Phases:*

- *Phase 060 – Construction Phase Services (Tower No. 7)*
- *Phase 061 – Construction Phase Services (Tower No. 4)*

*In accordance with Paragraphs A1.05 and A1.08 of Exhibit A of the Original Task Order Agreement, dated January 1, 2018, ENGINEER shall perform the following additional Construction Phase services under Water Consulting Task Order No. 24:*

#### **Task 01 – Construction Administration**

Engineer shall perform additional general project administration activities including coordination and correspondence with the Contractor, Owner, and Subconsultant, facilitation of construction coordination meetings, review and approval of shop drawings, and review of applications for payment submitted by the Contractor.

Task 02 – Construction Field Services

Engineer shall provide periodic on-site observation services of a Resident Project Representative (RPR) to observe and document construction activities at both Water Tower No. 4 and Water Tower No. 7, and coordinate with a full-time RPR provided by Subconsultant (see Task 03). The construction duration is anticipated to last approximately 11 weeks for Water Tower No. 4 and approximately 13 weeks for Water Tower No. 7.

Task 03 – Specialty Inspection Services (KLM Engineering)

Engineer shall utilize the services of a specialty Subconsultant (KLM Engineering, Inc.) for construction administration as well as full-time construction observation services of an RPR. The construction duration is anticipated to last approximately 11 weeks for Water Tower No. 4 and approximately 13 weeks for Water Tower No. 7 assuming a 48-hour work week. Additional periodic site visits shall be performed by Engineer under Task 02 to ensure Contractor's adherence to the Construction Documents.

The Engineer and Subconsultant shall work together to manage the project. Subconsultant shall perform an initial review of submittals and communicate with the on-site inspector daily to help enforce the project specifications, as necessary. The Subconsultant shall be the main contact between the Contractor representative and the Engineer. Engineer shall perform all final reviews of the submittals and shall assist the Subconsultant as required under Task 01.

Specific construction management tasks to be completed by Subconsultant include:

- Attend preconstruction conference.
- Periodically perform on-site review of project's work status and report to Engineer.
- Attend progress meetings as necessary.
- Review progress meeting minutes.
- Review and approve of the contractor's submittals (drawings, welder certifications, welder qualifications, welding procedures, coating material submittals, TLCP sampling plan, etc.).
- Schedule inspections of Work.
- Review on-site inspector's daily documentation.

Specific construction observation tasks to be completed by Subconsultant include:

- Attend preconstruction meeting with Owner, Engineer, and Contractor to clearly define the role of the Engineer and Inspector, to discuss the intent of the specifications, and to ensure all parties agree to the scope of work and expectations regarding the quality of work.
- Monitor and approve of the structural repairs and modifications for conformance to the specifications.
- Inspect the abrasive blasting media and equipment for conformance to the specifications and to prevent contamination of surfaces during surface preparation with moisture and oil or other contaminants.
- Monitor the contractor's mixing and application of the coatings for conformance to the specifications and the coating manufacturer's recommendations.
- Approve surface preparation samples.
- Record the Contractor's progress for adherence to the construction schedule.
- Submit daily and weekly inspection reports to Engineer. Prepare and file copies of the reports on construction activities.

- Coordinate and review testing of materials for conformance to the specification and environmental regulations.
- Monitor punch list items and subsequent corrective action by the Contractor.
- Final inspection, substantial completion, and project acceptance.

Engineer/Subconsultant shall also provide services related to existing antenna lease holders on the water towers including:

- Conduct a single preconstruction meeting with all carriers.
- Monitor the removal of antennas per the project schedule.
- Provide inspection services of shop and field surface preparation and coatings.
- Assure antenna equipment is reinstalled per project specifications and OSHA codes.
- Verify that all temporary poles are removed and surface restoration is completed.

### **Phase 070 and 071 – Post-Construction Phase Services**

*Post-Construction Phase Services shall be provided separately for each tower under the following Phases:*

- *Phase 070 – Post-Construction Phase Services (Tower No. 7)*
- *Phase 071 – Post-Construction Phase Services (Tower No. 4)*

*In accordance with Paragraphs A1.06 and A1.08 of Exhibit A of the Original Task Order Agreement, dated January 1, 2018, ENGINEER shall perform the following additional Post-Construction Phase services under Water Consulting Task Order No. 24:*

#### **Task 01 – Post-Construction Phase Services**

Engineer shall provide post-construction phase services including communication and coordination with the Owner and Contractor regarding warranty issues that may arise. Engineer shall also coordinate, schedule, and conduct an end-of-warranty phase float-down inspection of both Water Tower No. 4 and also Water Tower No. 7 and provide a report documenting the inspection results and any applicable warranty items to be completed by the Contractor.

#### **Task 02 – Specialty Warranty Inspections (KLM Engineering)**

Engineer shall secure the services of a Subconsultant to perform an inspection near the end of the two-year warranty period. At the end of the two-year warranty period, Engineer in association with their Subconsultant shall perform a Remote Operated Vehicle (ROV) inspection of the interior wet of the tank. Following the inspection, a written report documenting the inspection results and any applicable warranty items needing correction by the Contractor shall be provided to the Owner.

(26)


**R.L. Engebretson**  
 ARCHITECTURE INTERIORS & CONSTRUCTION

 P.O. Box 2564 / 15 Broadway, Suite 205 / Fargo, ND / 58102  
 T 701.293.5735  
 F 701.293.5750  
 www.rleco.com

# Letter of Transmittal

## Contracts for Architect

 Date: 07/16/2019  
 Attention: Dr. Tim Mahoney  
 Address: 200 3rd Street North  
Fargo, ND 58102

 Project: Newman Outdoor Field - Stadium Reroof Project  
 Project #: FG1904FG  
 Location: Fargo, ND  
 Subject: Contracts

We are sending you:

Attached ☒ XVia USPS

These have been sent to you for the following reason:

- ☐ Shop Drawings  
☐ Plans  
☐ Specifications  
☐ Samples  
☐ Copy of Letter  
☐ Change Order  
☒ Contracts  
☐ Other \_\_\_\_\_

- ☒ For Approval  
☐ For Your Use  
☐ As Requested  
☐ For Your Review & Comment  
☐ No Exceptions Noted (NEN)  
☐ Make Corrections Noted (MCN)  
☐ Revise & Resubmit (R&R)  
☐ Rejected - Resubmit (REJ)  
☒ Other Signature

# of copies	# of sheets	Date	Description
2	19	06/27/19	AIA B101 - 2017 Agreement Between Owner & Architect

Remarks:

Please initial all pages of both contracts in the bottom left corner if you approve of it, and sign the final page where indicated.

Send 1 set back to our office and keep the other set for your records.

If you have any questions, please contact our office at 701-293-5735.

We look forward to working with you on this project!

Copies To: FileBy: Donna Shields for Richard Wiemken

# AIA® Document B101™ – 2017

## **Standard Form of Agreement Between Owner and Architect**

**AGREEMENT** made as of the Twenty-Seventh day of June in the year Two Thousand Nineteen

*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:

*(Name, legal status, address and other information)*

City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

and the Architect:

*(Name, legal status, address and other information)*

R.L. Engebretson Architects Fargo LLC  
15 Broadway North, Suite 205  
Fargo, ND 58102  
701-293-5735

for the following Project:

*(Name, location and detailed description)*

Newman Outdoor Field – Stadium Reroof Project  
1515 15<sup>th</sup> Avenue North, Fargo, ND 58102

The Project consists of demolishing the existing EPDM roof membrane system, including rigid insulation, saddles and all roof system flashings. Existing metal decking to remain. Install new EPDM roof membrane system, rigid insulation and all flashings, access systems to all roof levels. Project shall include all necessary modifications to related mechanical, plumbing and electrical systems.

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

## TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

*(Paragraphs deleted)*

§ 1.1.3 The Owner's anticipated design and construction milestone dates:

- .1 Construction commencement date:  
8/19/2019
- .2 Substantial Completion date or dates:  
10/17/2019 Substantial Completion  
10/31/2019 Final Completion

*(Paragraphs deleted)*

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation.

*(Paragraphs deleted)*

### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$ 2,000,000.00 ) for each occurrence and One Million Dollars (\$ 1,000,000.00 ) in the aggregate for bodily injury and property damage. The Commercial General Liability shall provide at a minimum the following coverages:

- .1 Operations of Consultant;
- .2 Personal Injury;
- .3 Employees as additional insured;
- .4 Contractual Liability

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation ; North Dakota Workers' Compensation Coverage.

§ 2.5.5 Employers' Liability with policy limits not less than Two Million Dollars (\$ 2,000,000.00 ) each accident, Two Million Dollars (\$ 2,000,000.00 ) each employee, and Two Million Dollars (\$ 2,000,000.00 ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000.00 ) per claim and Two Million Dollars (\$ 2,000,000.00 ) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

Init.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Construction Documents Phase Services

§ 3.2.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.2.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.2.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.2.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

Init.

§ 3.2.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

*(Paragraphs deleted)*

### § 3.3.2 Competitive Bidding

*(Paragraph deleted)*

§ 3.3.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.3.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .3 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.3.2.3 If the Bidding Documents permit substitutions, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.4 Construction Phase Services

#### § 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2 and except as provided in Section 3.4.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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**§ 3.4.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.4.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.4.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

**§ 3.4.3 Certificates for Payment to Contractor**

**§ 3.4.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.4.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.4.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

**§ 3.4.4 Submittals**

**§ 3.4.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.4.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.4.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted

to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.4.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.4.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### **§ 3.4.5 Changes in the Work**

*(Paragraphs deleted)*

**§ 3.4.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

*(Paragraph deleted)*

**§ 3.4.5.2** The Architect shall maintain records relative to changes in the Work.

*(Paragraphs deleted)*

#### **§ 3.4.6 Project Completion**

*(Paragraphs deleted)*

**§ 3.4.6.1** The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

*(Paragraphs deleted)*

**§ 3.4.6.2** The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

*(Paragraphs deleted)*

**§ 3.4.6.3** When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

*(Paragraph deleted)*

**§ 3.4.6.4** The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

*(Paragraphs deleted)*

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§ 3.4.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

*(Paragraphs deleted)*

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

##### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Provided
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Not Provided
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

(Paragraphs deleted)

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

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- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Three ( 3 ) visits to the site by the Architect during construction, including Preconstruction meeting
- .3 One ( 1 ) inspection for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspection for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within fourteen ( 14 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

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§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.9 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.10 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

*(Paragraphs deleted)*

#### ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

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§ 6.6 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the

*(Paragraphs deleted)*

Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

*(Paragraph deleted)*

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any

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case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

## **§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

☒ [ X ] Litigation in a court of competent jurisdiction

☐ [ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

*(Paragraphs deleted)*

## **ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1  
(Paragraphs deleted)

Hourly, not to exceed Twenty-four Thousand Dollars (\$24,000.00). See Exhibit A for hourly billing rates

§ 11.2 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly as per Architect's Hourly Rates. See attached Exhibit A

Init.

§ 11.3 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Five percent ( 5%), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.4 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached Exhibit A

## § 11.5

(Paragraphs deleted)

### Compensation for Reimbursable Expenses

(Paragraphs deleted)

§ 11.5.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 See Exhibit A for additional expenses/services.

(Paragraphs deleted)

(Table deleted)

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus five percent ( 5 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

## § 11.10 Payments to the Architect

### § 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of None (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

*(Paragraph deleted)*

**§ 11.10.2 Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

Eighteen (18) % per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

See Exhibit A

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

*(Paragraphs deleted)*

- .2 Exhibits:

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

[

*(Paragraphs deleted)*

X ]

Other Exhibits incorporated into this Agreement:

*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

*(Paragraphs deleted)*

Exhibit A – Architect's Hourly Rates

This Agreement entered into as of the day and year first written above

OWNER (Signature)

ARCHITECT (Signature)

Init.

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User Notes:

(1732336176)

Dr. Tim MahoneyMayor  
*(Printed name and title)*

Richard A. WiemkenPrincipal  
*(Printed name, title, and license number, if required)*

## EXHIBIT A



**R.L. Engebretson**  
ARCHITECTURE INTERIORS & CONSTRUCTION

Architect I	\$ 110.00	CAD I	\$ 60.00	Designer I	\$ 65.00	Intern III	\$ 75.00
Architect II	\$ 115.00	CAD II	\$ 65.00	Designer II	\$ 75.00	Intern IV	\$ 95.00
Architect III	\$ 120.00	CAD III	\$ 70.00	Designer III	\$ 80.00	Principal/Arch IX	\$ 185.00
Architect IV	\$ 125.00	CAD IV	\$ 75.00	Designer IV	\$ 85.00	Principal/Arch X	\$ 200.00
Architect V	\$ 135.00	CAD V	\$ 80.00	Designer V	\$ 90.00	Principal/Designer IX	\$ 145.00
Architect VI	\$ 135.00	CAD VI	\$ 85.00	Designer VI	\$ 95.00	Project Mgr VIII	\$ 145.00
Architect VII	\$ 140.00	CAD VII	\$ 90.00	Estimator IV	\$ 140.00	Support III	\$ 65.00
Architect VIII	\$ 145.00	CAD VIII	\$ 95.00	Graphic Designer	\$ 75.00	Support V	\$ 75.00
Bldg Tech VII	\$ 140.00	CAD IX	\$ 100.00	Intern I	\$ 70.00	Tech Writer VI	\$ 90.00
Bldg Tech VIII	\$ 145.00	CAD X	\$ 115.00	Intern II	\$ 75.00		

## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

28a-b

Improvement District No. BR-18-A1

Type: Change Orders #1 &amp; #2

Location: Main Ave, 2<sup>nd</sup> St - Broadway

Date of Hearing: 7/22/2019

RoutingDate

City Commission

7/29/2019

PWPEC File

X

Project File

Rick Larson

The Committee reviewed the accompanying correspondence from Project Manager, Rick Larson, related to Change Orders #1 & #2 submitted by NDDOT for the reconstruction of Main Avenue from 2<sup>nd</sup> Street to Broadway.

Dakota Underground is the Prime Contractor.

Change Order #1 is for railroad flagging and inspection fees paid to BNSF in the amount of \$23,100.00.

Change Order #2 is for additional sanitary sewer on 4<sup>th</sup> Street South in the amount of \$28,160.00.

Staff is recommending approval of Change Order #1 in the amount of \$23,100, and Change Order #2 in the amount of \$28,160.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of Change Orders #1 & #2.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Orders #1 in the amount of \$23,100, and Change Order #2 in the amount of \$28,160.00.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Fed Hwy, NDDOT, Water Utility, WW Utility, Sales Tax & 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)

Yes No

N/A

N/A

N/A

COMMITTEE

Present Yes No Unanimous

☒

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:

C: Kristi Olson



Brenda E. Derrig, P.E.  
City Engineer

## Memorandum

**To:** Members of PWPEC  
**From:** Rick Larson, Project Manager  
**Date:** July 18, 2019  
**Re:** Improvement District #BR-18-A1 – Change Orders #1 & #2

---

### **Background:**

Improvement District BR-19-A1 is cost participating project between the North Dakota Department of Transportation and the City of Fargo for the reconstruction of Main Avenue from 2<sup>nd</sup> Street to Broadway. Portions of this project including the Water Main, Sanitary Sewer, and the Landscaping Structural Soil are 100% City funds.

Dakota Underground is the prime contractor.

### **Change Order #1-Railroad Flagging & Inspection: (Approved Previously by Engineer)**

BNSF required pre-payment for railroad flagging & inspection before the scheduling of the 4<sup>th</sup> Street boring of the water main and sanitary sewer could take place. The Contractor paid these fees to keep the project on schedule. This reimburses the Contractor for the fees they paid to BNSF. The cost of this work is \$23,100.00.

### **Change Order #2-Additional Sanitary Sewer on 4<sup>th</sup> Street South:**

While removing what was thought to be an abandoned sanitary sewer main on 4<sup>th</sup> Street just north of Main Avenue, it was discovered that this sanitary main was still live and connected to the main running east of 4<sup>th</sup> Street under 323 Main Avenue. The Contractor was directed to install a new manhole, 8" PVC sanitary sewer, and to core into the new manhole on Main Avenue to replace the old brick manhole and clay tile sewer. The cost of this work is \$28,160.00 and added 1 calendar day to the contract.

The total cost of Change Orders #1 & 2 is \$51,260.00, which will be 100% City of Fargo costs and add 1 calendar day to the contract.

### **Recommended Motion:**

Approve Change Order #1 in the amount of \$23,100.00 and Change Order #2 in the amount of 28,160.00 for Improvement District BR-18-A1.

Attachment

C: Thomas Knakmuhs

# North Dakota Department of Transportation

## Change Order

Change Order No: 1

Project: CPU-NHU-8-010(043)940

PCN: 22352

SubProject: 3 CITY WATERMAIN, SANITARY SEWER, AND LANDSC, County: Cass

For: PORTLAND CEMENT CONCRETE PAVEMENT, CURB &amp; GUTTER, ST

Contractor: DAKOTA UNDERGROUND COMPANY  
4001 15TH AVE N  
FARGO, ND 58102-2832

Original Contract Amount:  
\$10,295,720.11

Date Created: 05/01/2019

Date Approved: 05/03/2019

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
ADDED CONTRACT ITEM								
NON-PARTICIPATING (FARGO CITY FUNDS)								
107	151	Railroad Flagging Reimbursement	UNIT	0.00	23,100.00	1.000	23,100.00	
Net Increase or Decrease to Date				23,100.00	Non-Part	TOTALS	23,100.00	
						NON-PARTICIPATING	23,100.00	
						PARTICIPATING		

Due to This Change, the Contract Time:  
NO CHANGE.

**Classification**

Administrative Change

**EXPLANATION OF CHANGE IN PLAN RECOMMENDED**

If the federal funds authorized in the cost participation agreement with the local agency is exceeded and federal funds are not available for this change, the local agency will assume the total cost of this change order.

This change order will reimburse the contractor for the costs of railroad inspection and flagging services that are required by BNSF to bore pipes for the proposed watermain and sanitary sewer force main beneath the railroad crossing at 4th St as shown in the plans. Payment for these services was intended to be made by the City of Fargo as stated in SP 817(14), however, BNSF requires pre-payment before allowing the contractor to schedule these services. In an effort to avoid delays to the project, the contractor requested to make the payments to BNSF and be reimbursed by change order, since payments made by the City would take longer because approval from the City Commission would be needed. The cost of this change order is based on the attached paid invoices from the contractor to BNSF. As stated in the invoices, additional days required will be billed and added to this change order upon completion of the work that requires services from BNSF, and any unused funds will be refunded and subtracted from this change order. Final payment will be based on documented flagger hours as required in SP 817(14).

See the attached paid invoices and correspondence for additional information regarding this change order.

DAKOTA UNDERGROUND  
COMPANY

05/01/2019

Prime Contractor

DATE

Aaron Kelsch

05/02/2019

Project Engineer

DATE

Joe Peyerl

05/02/2019

District 8

DATE

Tom Knakmuhs

05/02/2019

County/City Official

DATE

Duane Carlstrom

05/02/2019

Project Engineer

DATE

# North Dakota Department of Transportation

## Change Order

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Original Contract Amount:  
 \$10,295,720.11

Date Created: 05/01/2019

Date Approved:

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Net Increase or Decrease to Date			Part	23,100.00	Non-Part	TOTALS	23,100.00	
NON-PARTICIPATING							23,100.00	
PARTICIPATING								

Due to This Change, the Contract Time:  
 NO CHANGE.

**Classification**

Administrative Change

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If the federal funds authorized in the cost participation agreement with the local agency is exceeded and federal funds are not available for this change, the local agency will assume the total cost of this change order.

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See the attached paid invoices and correspondence for additional information regarding this change order.

**North Dakota Department of Transportation**  
**Change Order**

Page 2 of 2

Change Order No: 1

Project: CPU-NHU-8-010(043)940

PCN: 22352

SubProject: 3 CITY WATERMAIN, SANITARY SEWER, AND LANDSC, County: Cass

For: PORTLAND CEMENT CONCRETE PAVEMENT, CURB & GUTTER, ST

Contractor: DAKOTA UNDERGROUND COMPANY

4001 15TH AVE N  
FARGO, ND 58102-2832

Original Contract Amount:  
\$10,295,720.11

Date Created: 05/01/2019

Date Approved:

Bob [Signature] 5/1/19  
CONTRACTOR DATE

[Signature] 5/2/19  
CITY/COUNTY/OTHER OFFICIAL DATE

\_\_\_\_\_  
REPRESENTING DATE

\_\_\_\_\_  
☐ Approval Recommended ☐ Approved  
PROJECT ENGINEER DATE

\_\_\_\_\_  
☐ Approval Recommended ☐ Approved  
DISTRICT ENGINEER DATE

\_\_\_\_\_  
☐ Approval Recommended ☐ Approved  
OFFICE OF OPERATIONS DATE

**Kelsch, Aaron W.**

---

**From:** Bob <Bobert@dakotaunderground.net>  
**Sent:** Saturday, April 20, 2019 11:46 AM  
**To:** Kelsch, Aaron W.; Carlstrom, Duane R.  
**Cc:** Scott Olson; Jared Heller; 'Jeff Johnson'  
**Subject:** CPU-NHU-8-010(043)940 PCN 22352 -- BNSF Inspection & Flagging Prepayment  
**Attachments:** 20190420120441341.pdf

\*\*\*\*\* CAUTION: This email originated from an outside source. Do not click links or open attachments unless you know they are safe. \*\*\*\*\*

Aaron,

Attached is evidence of payment for the required BNSF prepayment invoices for inspection and flagging services relative to the two railroad bores.

We submit for reimbursement via Change Order to the project as agreed prior to making payment.

Thank you,

Bob

**Bob**

---

**From:** Allman, Joanne B. <joanne.allman@wilsonco.com>  
**Sent:** Wednesday, April 17, 2019 3:30 PM  
**To:** sol@fargoND.gov; bobert@dakotaunderground.net  
**Cc:** WilsonCompany.Utility.IC  
**Subject:** Payment confirmation Invoices for Permit #18-61662 & 18-61663

Good afternoon,

We are in receipt of your payment on invoice IC-000471 and IC-000472 for Permit #18-61662 & 18-61663 for a total amount of \$23,100.

Thanks,  
Joanne

Joanne B. Allman  
*Project Accountant, Rail Division*

**Wilson & Company, Inc., Engineers & Architects**  
800 East 101<sup>st</sup> Terrace , Suite 200 | Kansas City, MO 64131  
816- 701-3148 ext 13148  
[www.wilsonco.com](http://www.wilsonco.com) | [WilsonCompany.Utility.IC@wilsonco.com](mailto:WilsonCompany.Utility.IC@wilsonco.com)

*I contribute to the success of my company and the organizations we serve by building and sustaining positive relationships. discipline | intensity | collaboration | shared ownership | solutions*

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2301 Lou Menk Drive  
Fort Worth, TX 76131

**WILSON  
& COMPANY**

4401 Masthead St., NE Ste 150  
Albuquerque, NM 87109  
505-348-4000

## PREPAYMENT INVOICE

To: City of Fargo  
Scott Olson  
225 4th Street N.  
Fargo, ND 58102  
[solson@fargond.gov](mailto:solson@fargond.gov)

Invoice Number: IC-000471  
Invoice Date: 4/9/2019

BNSF Permit Tracking No.: 18-61662  
Division: Twin Cities  
Subdiv.: KO  
Station: Fargo  
MP: 7.46  
L.S.: 0026  
State: ND

Project: Utility Inspection & Flagging Services

Permit Description: City of Fargo- 1 @ 16" Potable Water Pipe Underground  
Estimated Start=04/29/19; End=05/03/19

Inspection	# Units	Unit Price		Total Amount
Inspection:	5	\$1,070.00	per 10 hour day	\$5,350.00
Inspection Overtime:	0	\$107.00	per hour over 10	\$0.00
IC Mobilization:	1	\$250.00	each	\$250.00
IC Re-Mobilization:	0	\$250.00	each	\$0.00
<b>Total Inspection:</b>				<b>\$5,600.00</b>

Flag Protection	# Units	Unit Price		Total Amount
Flagging:	5	\$1,190.00	per day	\$5,950.00
Flagging Overtime:	0	\$120.00	per hour over 10	\$0.00
Flagging Re-mobilization:	0	\$250.00	each	\$0.00
<b>Total Flagging:</b>				<b>\$5,950.00</b>

**Invoice Amount: \$11,550.00**

**Prepayment is required before services will be performed.**

The prepayment invoice is based on the estimated duration of project as discussed. Additional days required will be billed and payment required upon completion of project. Unused funds will be refunded to Licensee by the Scheduling Agent.

\*Cancellation of Service: In the event of cancelation of service with 24 hours or less notice, Licensee will be billed at the minimum 10-hour daily rate for flagging, the 10-hour daily rate for Inspection, and mobilization.

\*\*Cancellation within 72 hours or less shall be subject to re-mobilization charges.

**Instructions for EFT and ACH Payment attached.**

**If Payment by Check:**

Contact Connie McKee at 505-948-5122 or email: [connie.mckee@wilsonco.com](mailto:connie.mckee@wilsonco.com)

Make check payable to: **BNSF Railway** (BNSF Permit No. PO No. and Invoice No. must be shown on check)

Mail Payment to:

Wilson & Company Inc., Engineers and Architects

Attn: Connie McKee

4401 Masthead Street, Ste 150

Albuquerque, NM 87109

\*\*Payment by check, may result in delayed scheduling



☐ check box if this is a follow-up document for override signature

## DOMESTIC WIRE TRANSFER REQUEST FORM

Note: It is the policy of Bell Bank NOT TO process incoming or outgoing wires for non-customers. Once wire transfer is sent, it is an irrevocable transaction.

LOCATION Center

DATE 04/15/2019 TIME \_\_\_\_\_ (Note: Cutoff time is 3 pm)

EMPLOYEE NAME Diane Blotsky

RECEIVING BANK ROUTING # 071000152

RECEIVING BANK The Northern Trust Company

RECEIVING BANK ADDRESS 50 S Lasalle St

Chicago IL 60603

RECEIVING BANK PHONE # ( 480 ) 887-9136 Carolyn Demery  
(OPTIONAL)

BENEFICIARY NAME BNSF Railway

BENEFICIARY ADDRESS 2301 Lou Menk Drive

Fort Worth TX 76131

BENEFICIARY ACCOUNT TO BE CREDITED 31099171

DOLLAR AMOUNT \$11,550.00

OTHER INSTRUCTIONS/FURTHER CREDIT TO Invoice# IC-00471 Permit# 18-61662

(If instruction forms are provided by the customer, please scan them with wire request.)

REASON FOR SENDING WIRE Business services

=====

ACCOUNT NAME Dakota Underground Co.

ACCOUNT NUMBER/LOAN NUMBER TO DEBIT 615906

ACCOUNT ADDRESS 4001 15th Ave NW

Fargo ND 58102

REQUESTING ACCOUNT OWNER OR AUTHORIZED SIGNER ON ACCOUNT J & L Johnson  
(PRINT NAME - MUST BE AN AUTHORIZED SIGNER ON ACCOUNT BEING DEBITED)

→ SIGNATURE REQUIRED OF ACCOUNT OWNER OR AUTHORIZED SIGNER [Signature]  
(MUST BE AN AUTHORIZED SIGNER ON ACCOUNT BEING DEBITED)

DAYTIME PHONE NUMBER OF REQUESTING INDIVIDUAL 701-282-9753

WIRE TRANSFER FEE \$26.00

DEBIT ACCOUNT ☒ YES ☐ FEE PAID IN CASH ☐ NO FEE - ONLY WHEN BELL BANK IS ORIGINATING AND RECEIVING BANK

☐ NEW LOAN PROCEEDS

☐ BELL CAPITAL WIRE

☐ CONSTRUCTION - INCLUDE SIGNED DRAW PAPERS



2301 Lou Menk Drive  
Fort Worth, TX 76131

**WILSON  
& COMPANY**

4401 Masthead St., NE Ste 150  
Albuquerque, NM 87109  
505-348-4000

## PREPAYMENT INVOICE

To: City of Fargo  
Scott Olson  
225 4th Street N.  
Fargo, ND 58102  
[solson@fargond.gov](mailto:solson@fargond.gov)

Invoice Number: IC-000472  
Invoice Date: 4/9/2019

BNSF Permit Tracking No.: 18-61663  
Division: Twin Cities  
Subdiv.: KO  
Station: Fargo  
MP: 7.46  
L.S.: 0026  
State: ND

Project: Utility Inspection & Flagging Services

Permit Description: City of Fargo- 1 @ 16" WasteWater Pipe Underground  
Estimated Start=05/04/19; End=05/08/19

Inspection	# Units	Unit Price		Total Amount
Inspection:	5	\$1,070.00	per 10 hour day	\$5,350.00
Inspection Overtime:	0	\$107.00	per hour over 10	\$0.00
IC Mobilization:	1	\$250.00	each	\$250.00
IC Re-Mobilization:	0	\$250.00	each	\$0.00
<b>Total Inspection:</b>				<b>\$5,600.00</b>

Flag Protection	# Units	Unit Price		Total Amount
Flagging:	5	\$1,190.00	per day	\$5,950.00
Flagging Overtime:	0	\$120.00	per hour over 10	\$0.00
Flagging Re-mobilization:	0	\$250.00	each	\$0.00
<b>Total Flagging:</b>				<b>\$5,950.00</b>

**Invoice Amount: \$11,550.00**

**Prepayment is required before services will be performed.**

The prepayment invoice is based on the estimated duration of project as discussed. Additional days required will be billed and payment required upon completion of project. Unused funds will be refunded to Licensee by the Scheduling Agent.

\*Cancellation of Service: In the event of cancelation of service with 24 hours or less notice, Licensee will be billed at the minimum 10-hour daily rate for flagging, the 10-hour daily rate for inspection, and mobilization.

\*\*Cancellation within 72 hours or less shall be subject to re-mobilization charges.

**Instructions for EFT and ACH Payment attached.**

**If Payment by Check:**

Contact Connie McKee at 505-948-5122 or email: [connie.mckee@wilsonco.com](mailto:connie.mckee@wilsonco.com)

Make check payable to: **BNSF Railway** (BNSF Permit No. PO No. and Invoice No. must be shown on check)

Mail Payment to:

Wilson & Company Inc., Engineers and Architects

Attn: Connie McKee

4401 Masthead Street, Ste 150

Albuquerque, NM 87109

\*\*Payment by check, may result in delayed scheduling


☐ check box if this is a follow-up document for override signature

# DOMESTIC WIRE TRANSFER REQUEST FORM

Note: It is the policy of Bell Bank NOT TO process incoming or outgoing wires for non-customers.  
Once wire transfer is sent, it is an irrevocable transaction.

LOCATION CenterDATE 04/15/2019 TIME \_\_\_\_\_ (Note: Cutoff time is 3 pm)EMPLOYEE NAME Diane BlotskyRECEIVING BANK ROUTING # 071000152RECEIVING BANK The Northern Trust CompanyRECEIVING BANK ADDRESS 50 S Lasalle St  
Chicago IL 60603RECEIVING BANK PHONE # ( 480 ) 887-9136 Carolyn Demery  
(OPTIONAL)BENEFICIARY NAME BNSF RailwayBENEFICIARY ADDRESS 2301 Lou Menk Drive  
Fort Worth TX 76131BENEFICIARY ACCOUNT TO BE CREDITED 31099171DOLLAR AMOUNT \$11,550.00OTHER INSTRUCTIONS/FURTHER CREDIT TO Invoice# IC-00472 Permit# 18-61663

(If instruction forms are provided by the customer, please scan them with wire request.)

REASON FOR SENDING WIRE Business services

=====

ACCOUNT NAME Dakota Underground Co.ACCOUNT NUMBER/LOAN NUMBER TO DEBIT 615906ACCOUNT ADDRESS 4001 15th Ave NW  
Fargo ND 58102REQUESTING ACCOUNT OWNER OR AUTHORIZED SIGNER ON ACCOUNT Jeff Johnson  
(PRINT NAME - MUST BE AN AUTHORIZED SIGNER ON ACCOUNT BEING DEBITED)→ SIGNATURE REQUIRED OF ACCOUNT OWNER OR AUTHORIZED SIGNER [Signature]  
(MUST BE AN AUTHORIZED SIGNER ON ACCOUNT BEING DEBITED)DAYTIME PHONE NUMBER OF REQUESTING INDIVIDUAL 701-282-9753

WIRE TRANSFER FEE \$25.00

DEBIT ACCOUNT ☒ YES ☐ FEE PAID IN CASH ☐ NO FEE - ONLY WHEN BELL BANK IS ORIGINATING AND RECEIVING BANK☐ NEW LOAN PROCEEDS☐ BELL CAPITAL WIRE☐ CONSTRUCTION - INCLUDE SIGNED DRAW PAPERS

**Kelsch, Aaron W.**

---

**From:** Bob <Bobert@dakotaunderground.net>  
**Sent:** Monday, April 15, 2019 11:03 AM  
**To:** Solson@FargoND.gov  
**Cc:** Kelsch, Aaron W.; Carlstrom, Duane R.; 'Jared Heller'; 'Jeff Johnson'  
**Subject:** CPU-NHU-8-010(043)940 PCN 22352 -- BNSF Inspection/Flagging Prepayment Invoices  
**Attachments:** 20190415110712148.pdf

\*\*\*\*\* CAUTION: This email originated from an outside source. Do not click links or open attachments unless you know they are safe. \*\*\*\*\*

Scott,

In order to prevent delays in scheduling the required inspection & flagging services from BNSF, Dakota Underground will forward payment electronically today.

As we discussed, we will in turn submit paid invoices to the NDDOT for reimbursement under the contract as a change order.

I spoke with Duane Carlstrom and he agreed that this can be paid on the project as a change order as 100% City participation.

Please take these two invoices off the City's payable list.

Thank you,  
Bob

**North Dakota Department of Transportation**  
**Change Order**

Page 1 of 2

Change Order No: 2

Project: CPU-NHU-8-010(043)940

PCN: 22352

SubProject: 3 CITY WATERMAIN, SANITARY SEWER, AND LANDSC. County: Cass

For: PORTLAND CEMENT CONCRETE PAVEMENT, CURB &amp; GUTTER, ST

Contractor: DAKOTA UNDERGROUND COMPANY

4001 15TH AVE N  
FARGO, ND 58102-2832Original Contract Amount:  
\$10,295,720.11

Date Created: 07/04/2019

Date Approved:

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
ADDED CONTRACT ITEM								
NON-PARTICIPATING (FARGO CITY FUNDS)								
714	7050	PIPE PVC 8IN SEWER	LF	0.00	65.00	225.000	14,625.00	
INCREASE TO BID ITEM								
NON-PARTICIPATING (FARGO CITY FUNDS)								
202	174	REMOVAL OF PIPE ALL TYPES AND SIZES	LF	3,707.00	101.00	35.000	3,535.00	
202	210	REMOVAL OF MANHOLES	EA	15.00	1.00	2,000.000	2,000.00	
722	300	MANHOLE SANITARY	EA	8.00	1.00	6,500.000	6,500.00	
722	3320	12IN X MANHOLE SEWER CONNECTION	EA	5.00	1.00	1,500.000	1,500.00	
Net Increase or Decrease to Date			Part	51,260.00	Non-Part	<b>TOTALS</b>	28,160.00	
						<b>NON-PARTICIPATING</b>	28,160.00	
						<b>PARTICIPATING</b>		

Due to This Change, the Contract Time:  
 IS INCREASED BY 1.0 CALENDAR DAYS.

**Classification**

Functional Design Change

**EXPLANATION OF CHANGE IN PLAN RECOMMENDED**

If the federal funds authorized in the cost participation agreement with the local agency is exceeded and federal funds are not available for this change, the local agency will assume the total cost of this change order.

This change order will add 1 calendar day to both the project completion date, and the interim Phase 2A time for completion as specified in Plan Note 704-P01. See the attached documentation for Explanation of Change in Plan.

This change order will revise Section 55 Sheet 4.

**North Dakota Department of Transportation**  
**Change Order**

Page 2 of 2

Change Order No: 2

Project: CPU-NHU-8-010(043)940

PCN: 22352

SubProject: 3 CITY WATERMAIN, SANITARY SEWER, AND LANDSC, County: Cass

For: PORTLAND CEMENT CONCRETE PAVEMENT, CURB & GUTTER, ST

Contractor: DAKOTA UNDERGROUND COMPANY  
 4001 15TH AVE N  
 FARGO, ND 58102-2832

Original Contract Amount:  
 \$10,295,720.11

Date Created: 07/04/2019

Date Approved:

Bob Nelson 7/4/19  
 CONTRACTOR DATE

☐ Approval Recommended  
 PROJECT ENGINEER

☐ Approved  
 DATE

\_\_\_\_\_  
 CITY/COUNTY/OTHER OFFICIAL DATE

☐ Approval Recommended  
 DISTRICT ENGINEER

☐ Approved  
 DATE

\_\_\_\_\_  
 REPRESENTING DATE

☐ Approval Recommended  
 OFFICE OF OPERATIONS

☐ Approved  
 DATE

29

## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-17-A1 Type: Change Order #5  
 Location: 19<sup>th</sup> Ave N from 45<sup>th</sup> St to 57<sup>th</sup> St Date of Hearing: 7/22/2019

<u>Routing</u>	<u>Date</u>
City Commission	7/29/2019
PWPEC File	X
Project File	Jason Leonard

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, for Change Order #5 in the amount of \$1,124.50, bringing the total contract amount to \$7,991,892.20, along with the associated Interim 3 time extension.

Staff is recommending approval of Change Order #5 in the amount of \$1,124.50 and the Interim 3 time extension to August 12, 2018.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of Change Order #5 and Interim completion 3 time extension to Master Construction.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #5 in the amount of \$1,124.50 and the associated Interim 3 time extension.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project:	Special Assessments	Yes	No
Developer meets City policy for payment of delinquent specials		N/A	
Agreement for payment of specials required of developer		N/A	
Letter of Credit required (per policy approved 5-28-13)		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

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, PE  
 City Engineer

C: Kristi Olson

## Memorandum

**To:** Members of PWPEC  
**From:** Jason Leonard, Project Manager  
**Date:** 7/18/2019  
**Re:** Improvement District #BN-17-A1 Change Order # 5

---

I concur with KLJ's recommendation for the change order and time extension for Improvement District No. BN-17-A1 as requested by Master Construction Inc. Please see attached documentation supporting the time extension request.

**Recommended Motion:**

Approve Change order # 5 in the amount of \$1,124.50 and time extension to Interim as shown below:

Original Contract	Revised This Memo
4/29/2018 Interim 3 – Storm Sewer Lift Station	8/12/2018 Interim 3 – Storm Sewer Lift Station

Attachment  
JTL/jmg

C: Scott Middaugh



**CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT**

<b>Improvement District No</b>	BN-17-A1	<b>Change Order No</b>	5
<b>Project Name</b>	Sanitary Sewer, Water Main, Storm Sewer, Site Grading, PC Concrete Paving, Street Lighting & Incident		
<b>Date Entered</b>	7/18/2019	<b>For</b>	Master Construction Co 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:** Change Order # 5

During the review of the shop drawing for the storm sewer lift it was determined that an intrinsically safe barrier (ISB) were required for proper operation of the lift station. The cost associated with the ISB's was \$1,124.50.

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 (\$)
Storm Sewer Lift Station	157	Modify Lift Station	EA	0.00	0.00	0.00	0.00	1.00	1,124.50	1,124.50
<b>Storm Sewer Lift Station Sub Total (\$)</b>									<b>1,124.50</b>	<b>1,124.50</b>

**Summary**

Source Of Funding Special Assessments

Net Amount Change Order # 5 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

	1,124.50
	-54,000.75
	8,044,768.45
	7,991,892.20

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

**CONTRACT TIME**

<b>Current Substantial Completion Date</b>	07/01/2018	<b>Current Final Completion Date</b>	07/01/2018
<b>Additional Days Substantial Completion</b>	0.00	<b>Additional Days Final Completion</b>	0.00
<b>New Substantial Completion Date</b>	07/01/2018	<b>New Final Completion Date</b>	



**CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT**

**Description**

Shop drawings for the lift station control panel were reviewed by KLU's sub consultant, AE2S, and returned to Master Construction on February 2, 2018. On the returned submittal, it was requested that an intrinsically safe barrier (ISB) be added to the control panel. On May 7, 2018 the ISB proposed by the control panel manufacturer was approved. The time from February 2 to May 7 equates to an additional 94 days that were unanticipated by the control panel manufacturer. Based on the request from Master Construction, due to the additional coordination and resubmittal to get the shop drawings approved, it took 84 days to take delivery of the control panel enclosure, which is 28 days longer than originally anticipated. The additional days required for the control panel enclosure along with the additional days for the approval of the ISB total 122 days, which is more days than Master Construction has currently been assessed liquidated damages for.

Based on the above information a 106 day time extension to the storm water lift station completion date is recommended.

**APPROVED**

For Contractor

Controller

**APPROVED DATE**

Department Head  
  
Mayor 7/24/19

Attest



3203 32nd Avenue South, Suite 201  
Fargo, ND 58103-6242  
701 232 5353  
KLJENG.COM

July 19, 2019

Jason Leonard  
Project Manager  
City of Fargo – Engineering Department  
225 4th Street North  
Fargo, ND 58102

**Re: BN-17-A1 – 19th Avenue North  
Storm Water Lift Station**

Dear Scott:

Master Construction submitted a request on July 9, 2019 for 124 days to be added to Interim Completion Date 3, which is for the storm water lift station. The completion date for this item was changed to April 29<sup>th</sup>, 2018 due to structural changes during construction.

Shop drawings for the lift station control panel were reviewed by KLJ's subconsultant, AE2S, and returned to Master Construction on February 2, 2018. On the returned submittal, it was requested that an intrinsically safe barrier (ISB) be added to the control panel. On May 7, 2018 the ISB proposed by the control panel manufacturer was approved. The time from February 2 to May 7 equates to an additional 94 days that were unanticipated by the control panel manufacturer.

Based on the request from Master Construction, due to the additional coordination and resubmittal to get the shop drawings approved, it took 84 days to take delivery of the control panel enclosure, which is 28 days longer than originally anticipated. The additional days required for the control panel enclosure along with the additional days for the approval of the ISB total 122 days.



Based on the above information, KLJ recommends a 106-day time extension to the storm water lift station completion date. We also recommend a change order for \$1,124.50 for the cost of the ISB.

If you have any questions, please feel free to contact me at 701.271.4871 or [scott.middaugh@kljeng.com](mailto:scott.middaugh@kljeng.com).

Sincerely,

KLJ

A handwritten signature in black ink, appearing to read 'S. Middaugh'.

Scott Middaugh  
Project Manager

Enclosure(s): Master Construction Time Extension Request  
Project #: 14417100  
cc: Jason Leonard – City of Fargo



Fargo	Bismarck	Dickinson	Grand Forks
157245th St. NW	4000 Fuller Ave.	836 38th Ave. E	5624 1st Ave. N
Fargo, ND 58102	Bismarck, ND 58501	Dickinson, ND 58601	Grand Forks, ND 58201
P: 701-237-4950	P: 701-751-6380	P & F: 701-483-2818	P: 701-566-3307
F: 701-237-5027	F: 701-751-6381		F: 701-757-4404

June 27, 2019

Kadarmas Lee and Jackson  
Attn: Scott Middaugh  
3203 32<sup>nd</sup> Ave South  
Suite 201  
Fargo ND 58102-6242

RE: City of Fargo, Improvement District No: BN-17-A1, 19th Ave North from 45th Street to 57th Street N.


Dear Mr. Middaugh,

Master Construction is requesting a time extension associated with the storm water lift station based on the following information:

- On December 1, 2017 Submittals of the original Panels were sent. A follow up was sent on January 9, 2018 on the Status.
- On February 5<sup>th</sup>, 2018 the submitted approval was returned to Sweeney Controls with comments from the engineer to provide a change order to add ISB modules and a deduct on VFD sizing.
- A change order being requested for the addition of the intrinsically safe barriers to the control system, which is a requirement of the Underwriters Laboratories listing. The amount of the change \$1025.00 plus the standard 10% contractor markup. The amount of time needed to complete this change order was unknown at that time, due to unforeseen circumstances in the process.
- The requested addition of IS Barrier had a fundamental impact on the layout of the control panel and required the submitted layout to be reviewed by Sweeney Controls engineering to verify if the request was feasible.
- The control panel with the original specifications was bid with an anticipated 12-week time frame. 2 weeks for submittal approval, 8 weeks for enclosure delivery, and 2 weeks for control panel production for a total of 84 days.
- The addition of the IS Barrier added 124 days to the process, for the completion of the control panel. Totaling 208 days with this required change and 84 days from the original.
  - The dates for the feasibility testing were February 5<sup>th</sup> to April 11<sup>th</sup>, 59 additional days for completion.
  - For the redesign and new submittals, 29 additional days, from April 11<sup>th</sup> to May 10<sup>th</sup>.
  - Approval of new design and Submittals were May 10<sup>th</sup> to June 15<sup>th</sup>, 36 additional days.
  - Enclosure Delivery took longer than the original bid, as it was now a summer build and not winter. There is far more difficulty getting into the production schedule and longer lead times, due to demand. The time needed was June 15<sup>th</sup> to September 7<sup>th</sup>, 84 days.
  - Two weeks for control panel production, as this process was unchanged, 14 Days.
- The approval of the change order in the amount of \$1025.00 plus 10% and 124 days, added to the current interim completion date of April 29<sup>th</sup>, 2018.
- Over the duration of this project, Master Construction has continued to maintain and monitor storm water runoff.

Master Construction is requesting a time extension for days accrued from April 29<sup>th</sup> to September 1<sup>st</sup> 124 days total due to the addition of the ISB.

Sincerely,



Fred Schlanser  
President

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

30

Improvement District No. BN-19-E1

Type: Time Extension (CO #1)

Location: Bison Meadows 2<sup>nd</sup> Addition

Date of Hearing: 7/22/2019

RoutingDate

City Commission

7/29/2019

PWPEC File

X

Project File

Jason Leonard

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, regarding a time extension (CO #1) requested by Dakota Underground Co. for 14-calendar days, 6 days due to rain and 8 days due to a concrete shortage from their supplier.

Staff is recommending approval of the time extension (CO #1) for a 14-calendar day extension adjusting the Substantial Completion Date to July 29, 2019 and the Final Completion Date to August 28, 2019.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of the time extension (CO #1) as described above.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the time extension (CO #1) for a 14-working day extension to the Substantial and Final Completion dates.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: CRWUD & 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)

Yes No

N/A

N/A

N/A

COMMITTEE

Present Yes No Unanimous

☒

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:

C: Kristi Olson

B. E. Derrig

Brenda E. Derrig, PE  
City Engineer

## Memorandum

**To:** Members of PWPEC  
**From:** Jason Leonard, Project Engineer  
**Date:** July 16, 2019  
**Re:** Improvement District No. BN-19-E1 Time Extension (CO #1)

---

**Background:**

Improvement District BN-19-E1 is for the new development of Bison Meadows 2<sup>nd</sup> Addition. Dakota Underground is the Prime Contractor for this project.

Throughout this project, it was anticipated that 9 days would be lost due to weather. The actual days lost during this project were 15 days resulting in a time extension of 6 days due to rain.

In addition, during the project the Contractor experienced a concrete shortage from their supplier which delayed the placement of the concrete curb and gutter. This shortage impacted the Contractor's project time line by 8 Days.

In total the Contractor was delayed an additional 14 calendar days on Improvement District BN-19-E1.

**Recommended Motion:**

Approve Change Order #1 for the time extension to the Substantial and Final Completion Date as shown below:

Original Completion Dates	Revised This Memo
Substantial – July 15, 2019 Final – August 14, 2019	Substantial – July 29, 2019 Final – August 28, 2019

JTL\KLO  
Attachments



**CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT**

<b>Improvement District No</b>	BN-19-E1	<b>Change Order No</b>	1
<b>Project Name</b>	Sanitary Sewer, Storm Sewer, Water Main, Paving, Street Lighting & Incidentals		
<b>Date Entered</b>	7/16/2019	<b>For</b>	Dakota Underground Co 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:** Change Order # 1

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 (\$)
<b>Summary</b>										
<b>Source Of Funding</b>										
<b>Net Amount Change Order # 1 (\$)</b>										
Previous Change Orders (\$)										0.00
Original Contract Amount (\$)										524,783.70
Total Contract Amount (\$)										524,783.70

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
07/15/2019	08/14/2019	14.00	14.00	07/29/2019	08/28/2019
<b>Description</b> During the duration of this project it is anticipated that 9 days would be lost due to weather. The actual days lost during this project were 15 days resulting in a time extension of 6 days due to rain. In addition, during the project the Contractor experienced a concrete shortage from their supplier which delayed the placement of the concrete curb and gutter. This shortage impacted the Contractor's project time line by 8 Days. In total the Contractor was delayed 14 days on Improvement District BN-19-E1.					




CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

APPROVED

APPROVED DATE

For Contractor  
  
Title PRESIDENT

Department Head  
  
Mayor 7/24/19

Attest



4001 15 Avenue N. W. • Fargo, ND 58102 • Phone (701) 282-9753 • Fax (701) 282-0016

July 12, 2019

Jason Lenoard  
Project Manager  
City of Fargo Engineering Department  
225 4<sup>th</sup> Street N  
Fargo, ND 58102

**RE: Dakota Underground Company Request for Time Extension for BN-19-E1**

Dear Jason:

As per the plans and specifications, the substantial completion date for BN-19-E1 is officially July 15<sup>th</sup>, 2019, but with the cement shortage that we were informed on June 27<sup>th</sup>, 2019 as well as the 5.57 inches of rainfall that the project has received since June 20<sup>th</sup>, 2019. With these issues, we are requesting an additional 15 days to be added to the substantial completion date making the date July 30, 2019.

On June 27<sup>th</sup>, 2019, we were informed by our concrete supplier Strata Corporation that there was a statewide cement shortage. I have included a letter from the cement supplier to our concrete supplier Strata. This meant there was an extreme shortage of concrete and we at Dakota Underground were giving an allocation of concrete between June 27<sup>th</sup> and July 8<sup>th</sup>. During this week we were giving small allocations of concrete each of the days to accommodate what we could. We felt that we needed to prioritize our allocation to projects that impacted the traveling public first before any allocation to projects that didn't impact the traveling public. It should be also noted that we reached out to other concrete suppliers within Fargo and they couldn't supply our need during this time period.

During the week on Wednesday July 3<sup>rd</sup>, we were given an allocation of concrete enough to pour some on Sheyenne Street Phase 3 as well as complete the curb and gutter on BN-19-E1. We proceed to start pouring the curb and gutter later in the day on Wednesday July 3<sup>rd</sup>, but was caught in a rainstorm which stopped us short at about 8PM in the evening. Discussing our options to finish the pour the next day on July 4<sup>th</sup>, Strata indicated they needed to shut down for the remaining of the week to allow for them to catch up with the cement shortage and get their operations back to normal. We were forced to finish the remaining curb and gutter on July 8<sup>th</sup>. Based on our Weekly Look Ahead Schedule for the week of 6/24/2019 (included), we were planning on pouring curb and gutter on Saturday, June 29<sup>th</sup> and finishing the curb and gutter on July 8<sup>th</sup> and subtracting July 3<sup>rd</sup>, we are requesting a total of 8 days to be added to the contract due to the cement shortage.

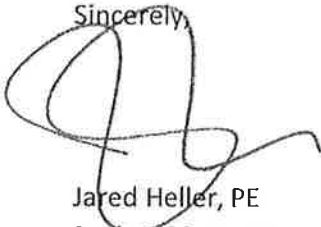
The additional days that we are requesting are due to the excessive rain of 5.57 inches between June 20<sup>th</sup> and July 11<sup>th</sup>. Based on the NDAWN website (see attached sheet), we counted a total of 7 days of

rainfall of more then 0.25 inches in the day resulting in us to stop work within BN-19-E1 due to wet conditions.

I have included our Weekly Look Ahead Schedule for the Week of July 15<sup>th</sup>. As long as the weather holds out for the weekend, we antipated to completed with everything except for seeding and signing by July 22<sup>nd</sup>. We have seeding and signing scheduled for the week of July 22<sup>nd</sup>.

Thank You for your advance consideration of this request.

Sincerely,

A handwritten signature in black ink, appearing to be "Jared Heller", written over the word "Sincerely,".

Jared Heller, PE  
Project Manager  
Dakota Underground



LafargeHolcim  
2815 Dodd Road  
Suite 102  
Eagan, MN 55121

Phone 952-890-2732  
800-562-3989  
Fax 952-890-2109  
www.lafargeholcim.com



June 27, 2019

TO: Dennis Berg  
General Manager--Ready Mix Division  
Strata Corporation

FROM: John Grassel  
Territory Sales Manager  
LafargeHolcim

RE: ND Cement Supply

Dennis,

As we have discussed, the spring and early summer of 2019 has seen unprecedented weather events including record precipitation and flooding, which has severely hindered shipments through barge and rail of our St. Genevieve, MO Type I/II LA product into the upper Midwest which, unfortunately, will continue to be an issue for the foreseeable future.

As a result of this, we took action by switching the markets normally serviced by our St. Genevieve, MO market to our Exshaw, AB, Canada Type I/II/V LA cement, which has been used routinely in the North Dakota and Minnesota markets.

This switch, although temporary, enabled LafargeHolcim to continue servicing the North Dakota market. Unfortunately, with river levels still at or above flood stage, our Exshaw plant is unable to keep up with the high demand due to insufficient rail car numbers in western Canada. This inability to keep up with demand has caused the LafargeHolcim terminal network to deplete all available cement products in our system, causing rolling stock outs and allocations.

Due to these circumstances, LafargeHolcim will need to allocate the amount of product available to you for your operations in eastern North Dakota for the next several weeks. We will discuss the available volumes with you by telephone on a regular basis and provide updates as to when we anticipate the supply constraints will end.

If there is anything that we can specifically be doing to assist, please do not hesitate to call.

Regards,

A handwritten signature in dark ink, appearing to read 'John R. Grassel'.

John R. Grassel  
Territory Sales Manager  
Lafarge (US) Inc.  
A member of LafargeHolcim  
John.grassel@lafargeholcim.com  
Cell: 701-202-0003

**Station MN-CY-1 (CoCoRaHS) KMNMOORH1 (Wunderground)**  
**Data for Moorhead, MN 56560**

Kellrh, Observer - Davis Vantage Pro2 Plus/w AC Fan

**May-19**

Obs Time midnight(CDT).....Normals Fargo WSO 1981-2010											Hail/Snow		HDD July-Jun,.....CDD Jan-Dec				
Date	Max	Min	Obs	Avrg	N Hi	N Lw	Norm	Deprt	Pre	Fell	Depth 7am	4" Gr Temp	HDD	CDD	Sky	Description Of Weather	
1	44.6	37.5	41.2	41.0	64.5	39.2	51.9	-11	0.08	0.0	0	42	24	0	Cdy	Rain early am,midday, and late pm,	
2	58.1	35.8	44.3	47.0	64.9	39.6	52.3	-5	0.06	0.0	0	42	18	0	Pc	Rain early am becoming PC afternoon.	
3	63.5	40.6	42.3	52.0	65.3	40.0	52.7	-1	0.02	0.0	0	44	13	0	Pc	Rain am pc afn Humidity fell 64% to 23% /20 minute	
4	56.7	38.3	41.7	48.0	65.7	40.4	53.1	-5	0.00	0.0	0	44	17	0	Pc	Cooler daytime max was 10:30 this morning.	
5	55.3	35.4	40.4	45.0	66.0	40.8	53.4	-8	0.00	0.0	0	44	20	0	Pc	Sunny and cool morning. Pc afternoon	
6	50.8	30.1	32.8	40.0	66.4	41.2	53.8	-14	0.00	0.0	0	45	25	0	Pc	Sunny with frost am. Cold afternoon for May.	
7	60.7	26.9	49.4	44.0	66.8	41.6	54.2	-10	0.00	0.0	0	43	21	0	Su	Cold AM but mostly sunny afternoon warmer.	
8	51.7	44.0	44.3	48.0	67.1	42.0	54.6	-7	0.10	0.0	0	49	17	0	Cdy	Rain am ending by noon. Max was @1:26am	
9	58.5	35.6	43.7	47.0	67.4	42.4	54.9	-8	0.00	0.0	0	46	18	0	Pc	Cold AM, not bad this afternoon. Breezy.	
10	63.2	32.3	49.5	48.0	67.7	42.8	55.3	-7	0.00	0.0	0	46	17	0	Pc	Clear cold AM. Warming afn with S winds 20mph	
11	68.9	44.5	50.9	57.0	68.1	43.1	55.6	1	0.03	0.0	0	47	8	0	Pc	Warmer with light rain afternoon. Windy.	
12	64.3	44.7	50.9	55.0	68.4	43.5	55.9	-1	0.00	0.0	0	49	10	0	Pc	Little cooler but nice day. S winds 17mph	
13	73.7	43.3	58.4	59.0	68.7	43.9	56.3	3	0.00	0.0	0	50	6	0	Pc	Mild day with Southerly winds around 19mph.	
14	75.5	50.5	52.7	63.0	68.9	44.3	56.6	6	0.00	0.0	0	53	2	0	Pc	Mild NE winds 15-18 mph.	
15	80.2	40.4	66.7	60.0	69.2	44.6	56.9	3	0.20	0.0	0	53	5	0	Pc	First 80° day this year..TS around 10pm	
16	66.7	44.7	44.7	56.0	69.5	45.0	57.2	-1	0.00	0.0	0	56	9	0	Pc	Cldy am becoming Pc afn. Much cooler temps.	
17	61.9	39.2	50.8	51.0	69.8	45.4	57.6	-7	0.02	0.0	0	52	14	0	Pc	Cold morning. Cldy afn sprinkle. Rain 11:30pm	
18	50.8	43.9	44.3	47.0	70.0	45.7	57.9	-11	0.80	0.0	0	53	18	0	Cdy	Rain off and on. Peak rain rate 0.27" hr	
19	55.4	40.9	45.3	48.0	70.3	46.1	58.2	-10	0.05	0.0	0	50	17	0	Cdy	Rain early am again midday with no rain in afn.	
20	66.3	33.4	48.2	50.0	70.6	46.4	58.5	-9	0.00	0.0	0	49	15	0	Su	Cold this morning. Sunny afn and much warmer.	
21	69.9	43.1	53.1	57.0	70.8	46.8	58.8	-2	Trace	0.0	0	53	8	0	Pc	Warmer becominb cldy late afternoon. Sprinkle 10:3	
22	53.0	46.2	48.4	50.0	71.1	47.1	59.1	-9	1.01	0.0	0	55	15	0	Cdy	Rain most of the day.	
23	57.6	47.1	52.5	52.0	71.3	47.5	59.4	-7	0.00	0.0	0	53	13	0	Cdy	Cldy and cool day. Light E-SE winds.Calm at obs.	
24	68.4	50.7	57.4	60.0	71.6	47.8	59.7	0	0.47	0.0	0	54	5	0	Pc	Rain this morning TS afn. Tornado's in area.	
25	61.2	46.6	46.7	54.0	71.8	48.2	60.0	-6	0.00	0.0	0	55	11	0	Cdy	Fog am..Cloudy most of the day, clearing 8pm	
26	68.7	41.0	54.1	55.0	72.1	48.5	60.3	-5	0.01	0.0	0	53	10	0	Pc	Sunny with fog am becoming cldy with lgt rain pm	
27	66.8	48.5	48.5	58.0	72.4	48.9	60.6	-3	0.01	0.0	0	56	7	0	Pc	Lgt rain early am. Pc afn N winds 20.	
28	71.7	40.3	55.1	56.0	72.6	49.2	60.9	-5	0.00	0.0	0	55	9	0	Su	Cold am,Nice afternoon. Light N winds.	
29	82.5	52.4	64.1	67.0	72.9	49.6	61.2	6	0.00	0.0	0	57	0	2	Pc	Warmest day of the season. Light N Winds.	
30	91.8	56.1	75.5	74.0	73.1	49.9	61.5	13	0.00	0.0	0	61	0	9	Pc	Much warmer with low humidity of 17% this afn.	
31	78.4	56.4	56.9	67.0	73.4	50.2	61.8	5	0.00	0.0	0	62	0	2	Su	Sunny am. Much cooler.	
Monthly Summary																	
	Max	Min	Avrg		Norm		Deprt	Pre	Hail/Sn	Grnd	HDD		CDD	Days	Recap		
Total	1996.8	1310.4													Su	May was cold with extreme max temperatures . 1st	
Avrg	64.4	42.3	53.3		57.1		-3.8				12		0	4	Pc	we had 44.6 then on the 30th max was 91.6.	
High	91.8	56.4					Total	2.86	0.0		372		13	20	Pc	Precipitation was near normal with the greatest	
Low	44.6	26.9					Norm	2.81	T					7	Cdy	on the 22nd with 1.01. We had several tomado's	
							Deprt	0.05	0.0							reported with thunder storms on the 24th, nothing	
							% Nrm	101.8%	0.0%							here in town.	
Yearly Summery (Snowfall July to June)																	
							Total	8.22	75.8		9580		13				
							Norm	6.78	50.1								
							Deprt	1.44	25.7								
							%Nrm	121.2%	151.3%								

May ⇒ 5 days delay

## Station MN-CY-1 (CoCoRaHS) KMNMOORH1 (Wunderground)

Data for Moorhead, MN 56560

Keith, Observer - Davis Vantage Pro2 Plus/w AC Fan

June-19

Station Point

Obs Time midnight(CT), Normals Fargo WSO 1981-2010

Hail/Snow

HDD July-Jun, CDD Jan-Dec

Date	Max	Min	Obs	Avrg	N Hi	N Lw	Norm	Deprt	Pre	Fell	Depth 7am	4" Gr Temp	HDD	CDD	New ET	Description Of Weather	
1	72.0	46.6	53.7	59.0	73.7	50.6	62.1	-3	0.00	0.0	0	60	6	0	0.201	Cool am warming aftr, N winds 20mph, Fair skies	
2	74.5	45.3	59.2	60.0	73.9	50.9	62.4	-2	0.00	0.0	0	61	5	0	0.174	Hazy/Smoke, Perfect day mild with light winds,	
3	88.6	55.6	72.8	72.0	74.2	51.2	62.7	9	0.00	0.0	0	61	0	7	0.240	Pc and much warmer, S winds 20mph,	
4	91.7	64.7	70.9	78.0	74.5	51.6	63.0	15	0.02	0.0	0	65	0	13	0.163	Pc with TS in area some hail N-E of Mhd.	
5	83.8	60.1	65.7	72.0	74.7	51.9	63.3	9	0.00	0.0	0	65	0	7	0.225	Sunny but cooler, Light winds	
6	89.8	62.0	71.8	76.0	75.0	52.2	63.6	12	0.02	0.0	0	65	0	11	0.244	Light rain 3am. Sunny and hot afternoon,	
7	94.8	65.8	79.1	80.0	75.3	52.6	63.9	16	0.00	0.0	0	66	0	15	0.287	Sunny and warm, Low humidity,	
8	91.9	56.8	57.0	74.0	75.5	52.9	64.2	10	0.18	0.0	0	68	0	9	0.185	Am Min 72.4°, Th Sh around 7pm, Rain rate 4.20"hr	
9	70.6	53.2	53.8	62.0	75.8	53.2	64.5	-3	0.02	0.0	0	66	3	0	0.168	Up to 9:30 raining at obs time	
10	74.9	52.6	58.0	64.0	76.1	53.5	64.8	-1	0.00	0.0	0	63	1	0	0.188	Sunny am. Pc aftr warmer, Light N winds.	
11	79.2	53.8	55.6	67.0	76.3	53.8	65.1	2	0.11	0.0	0	64	0	2	0.161	Fair skies this morning, Th Sh Rain rate 1.52"hr	
12	68.8	46.5	51.0	58.0	76.6	54.1	65.4	-7	0.00	0.0	0	62	7	0	0.217	Sunny and cooler but not a bad day,	
13	75.1	45.4	62.6	60.0	76.9	54.4	65.6	-6	Trace	0.0	0	62	5	0	0.180	Pc. Rain showers 10pm, Tr at my station,	
14	83.4	59.2	66.7	71.0	77.1	54.7	65.9	5	0.05	0.0	0	63	0	6	0.171	Th Sh around 4am,	
15	66.7	57.2	57.9	62.0	77.4	55.0	66.2	-4	0.08	0.0	0	64	3	0	0.041	Steady temps with lgt rain off/on. Day max 63. (6am)	
16	68.9	55.8	57.1	62.0	77.6	55.3	66.5	-5	Trace	0.0	0	64	3	0	0.106	Cloudy with a trace of rain early am.	
17	65.1	53.4	58.4	59.0	77.9	55.5	66.7	-8	0.00	0.0	0	63	6	0	0.079	Cloudy and a cool day. NW winds 20	
18	74.8	54.1	58.8	64.0	78.1	55.8	67.0	-3	0.00	0.0	0	62	1	0	0.140	Fog early morning. Pc and warmer aftr. Clear pm	
19	75.0	49.4	61.4	62.0	78.4	56.1	67.2	-5	Trace	0.0	0	62	3	0	0.116	Pc and cold morning. Cldy aftr. Sprinkle 10:30pm	
20	69.6	57.7	57.8	64.0	78.6	56.3	67.5	-4	0.39	0.0	0	64	1	0	0.041	Rain 1-4am/3-7pm. Nice rain afternoon.	
21	75.2	56.5	63.0	66.0	78.9	56.6	67.7	-2	0.29	0.0	0	64	0	1	0.067	Cldy all day. Raining at obs time 10:36	
22	63.7	58.6	59.3	61.0	79.1	56.8	68.0	-7	0.64	0.0	0	65	4	0	0.023	Rain off and on most of day. Much cooler.	
23	78.7	56.3	68.4	68.0	79.3	57.0	68.2	0	0.00	0.0	0	66	3	0	0.166	Dense fog am. Pc aftr and much warmer.	
24	77.8	61.5	62.0	70.0	79.6	57.3	68.4	2	0.02	0.0	0	66	5	0	0.102	Thunder storms in area. Hail in S Mhd none here.	
25	80.5	58.3	64.3	69.0	79.8	57.5	68.6	0	0.00	0.0	0	66	4	0	0.196	Fair skies and warmer. W winds 25 mph	
26	86.3	57.1	70.8	72.0	80.0	57.7	68.8	3	0.00	0.0	0	66	0	7	0.207	Mild day with SE winds 20 mph. Fair skies	
27	77.6	63.1	65.9	70.0	80.2	57.9	69.0	1	0.47	0.0	0	69	0	5	0.074	Rain am and early aftr. Rn rate 1.72	
28	82.9	60.1	71.2	72.0	80.4	58.0	69.2	3	0.00	0.0	0	68	0	7	0.135	Fog am. Pc and warmer afternoon.	
29	83.9	63.1	76.9	74.0	80.6	58.2	69.4	5	1.14	0.0	0	69	0	9	0.111	Hvy rain(9.44"hr)- Wnd gusting 81mph KFAR-61KJJKJ	
30	85.6	71.1	71.5	78.0	80.7	58.4	69.6	8	0.00	0.0	0	71	0	13	0.117	Fog am. Cldy most of the day. Light N winds.	
Monthly Summary																	
	Max	Min		Avrg			Norm	Deprt	Pre		Ha/Sn	Grnd		HDD	CDD	ET	Recap
Total	2351.4	1700.9														4.525	June was a mild month with temperatures just a little above normal. Rain wise just a little bit below normal for the month but still above normal for the year. Storm on the 29th with just heavy rain and gusty winds (81mph at KFAR) causing lot of tree damage in the metro area. No hail reported tho.
Avrg	78.4	56.7		67.5			66.2	1.3								2	
High	94.8	71.1						Total	3.43	0.0					48	124	
Low	63.7	45.3						Norm	3.90	0.0							
								Deprt	-0.47	0.0							
								% Nrm	88.0%	0.0%							
Yearly Summary (Snowfall July to June)																	
								Total	11.65	75.8				9628	137		
								Norm	10.68	50.1							
								Deprt	0.97	25.7							
								%Nrm	109.1%	151.3%							

7 days Lost

**Station MN-CY-1 (CoCoRaHS) KMNMOORH1 (Wunderground)**  
**Data for Moorhead, MN 56560**

Kellrh, Observer - Davis Vantage Pro2 Plus/w AC Fan

July-19

Season: 1913

71.1

71.25

71.5

71.75

72

72.25

72.5

Obs Time midnight(CST), Normals Fargo WSO 1981-2010

Hail/Snow

HDD July-Jun-1913 CDD Jan-Dec

Date	Max	Min	Obs	Avrg	N Hi	N Lw	Norm	Deprt	Pre	Fell	Depth 7am	4" Gr Temp	HDD	CDD	New ET	Description Of Weather
1	83.6	67.0	68.3	75.0	80.9	58.5	69.7	5	0.00	0.0	0	71	0	10	0.178	Fair, mild, with much lower dew points (53°)
2	87.7	60.7	73.9	74.0	81.1	58.7	69.9	4	0.00	0.0	0	71	0	9	0.199	Sunny becoming cldy pm. Warmer but humid.
3	86.4	64.5	72.1	75.0	81.3	58.8	70.0	5	0.13	0.0	0	73	0	10	0.141	Sprinkle 4am. TS 7pm and just west of town obs
4	80.5	61.0	67.7	71.0	81.4	58.9	70.2	1	0.08	0.0	0	74	0	6	0.161	Pc very nice 4th of July..
5	74.4	61.9	64.6	68.0	81.6	59.1	70.3	-2	0.02	0.0	0	72	0	3	0.058	Rain 12pm - clearing around sunset
6	77.0	55.4	61.6	66.0	81.7	59.2	70.4	-4	0.00	0.0	0	72	0	1	0.178	Clear am becoming smoky afn vis 1.25
7	82.0	55.4	71.4	69.0	81.8	59.3	70.5	-2	Trace	0.0	0	69	0	4	0.186	Smoke in the area am. Still a little at 9pm
8	87.9	65.9	66.0	77.0	82.0	59.4	70.7	6	3.19	0.0	0	72	0	12	0.214	TH Storms pm with very heavy rain. My rate 6.00" hr
9	76.0	64.4	68.3	70.0	82.1	59.4	70.8	-1	1.47	0.0	0	72	0	5	0.046	Th Strm am / 6pm Rate 7.48" HrTornado's S of Fgo.
10	78.2	62.7	64.6	70.0	82.2	59.5	70.8	-1	0.04	0.0	0	71	0	5	0.115	Light rain morning, clearing by 8pm. NW 40 mph
11	83.9	57.6	71.4	71.0	82.3	59.6	70.9	0	0.00	0.0	0	70	0	6	0.188	Fair and warmer. SE winds 20mph
12	83.6	66.9	72.2	75.0	82.4	59.6	71.0	4	0.32	0.0	0	73	0	10	0.181	TS hvy rain/sm hail 3am (7.29"hr). PC afn, humid
13	85.1	67.3	75.3	76.0	82.5	59.7	71.1	5	0.00	0.0	0	74	0	11	0.166	Fair and wamer. Cont humid with SE winds 20 mph
14	88.9	70.2	75.8	80.0	82.6	59.7	71.1	9	0.00	0.0	0	75	0	15	0.145	Pc, warm and very humid..TS E-SE of Moorhead
15	91.5	72.6	78.0	82.0	82.7	59.7	71.2	11	0.00	0.0	0	76	0	17	0.198	Warm, humid am..falling dew pts afn.
16					82.7	59.8	71.3									
17					82.8	59.8	71.3									
18					82.9	59.8	71.3									
19					82.9	59.8	71.4									
20					83.0	59.8	71.4									
21					83.0	59.8	71.4									
22					83.1	59.8	71.4									
23					83.1	59.8	71.4									
24					83.1	59.8	71.5									
25					83.2	59.7	71.4									
26					83.2	59.7	71.4									
27					83.2	59.7	71.4									
28					83.2	59.6	71.4									
29					83.2	59.6	71.4									
30					83.2	59.5	71.4									
31					83.2	59.5	71.3									

**Monthly Summary**

	Max	Min	Avrg	Norm	Deprt	Pre	Hail/Sn	Grnd	HDD	CDD	ET	Recap
Total	1246.7	953.5									2.354	Heavy rainfall on the 8th-9th.
Avrg	83.1	63.6	73.3	71.0	2.3				0	8	0.157	
High	91.5	72.6			Total	5.25	0.0		0	124		
Low	74.4	55.4			Norm	2.79	0.0					
					Deprt	2.46	0.0					
					% Nrm	188.2%	#DIV/0!					
<b>Yearly Summary (Snowfall July to June)</b>												
					Total	16.90	0.0		0	261		
					Norm	13.47	0.0					
					Deprt	3.43	0.0					
					%Nrm	125.5%	#DIV/0!					

3 Lost Days



Imp. Dist./Project No.: BN-19-E1

Location: 67th Avenue S and 15th Street

## Weekly Look Ahead Schedule

[illegible]

(31)

## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. UN-18-B1 Type: Negative Final Balancing Change Order #4

Location: 23<sup>rd</sup> Ave S and 41<sup>st</sup> St S Date of Hearing: 7/22/2019

<u>Routing</u>	<u>Date</u>
City Commission	<u>7/29/2019</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Leonard</u>

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, for Negative Final Balancing Change Order #4 in the amount of \$-16,197.30, bringing the total contract amount to \$661,822.86.

Staff is recommending approval of Negative Final Balancing Change Order #4.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of Final Balancing Change Order #4 in the amount of \$-16,197.30 to Fox Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #4 in the amount of \$-16,197.30, bringing the total contract amount to \$661,822.86 to Fox Underground.

PROJECT FINANCING INFORMATION:


Recommended source of funding for project: Special Assessments

	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	<u>N/A</u>	<u>N/A</u>
Agreement for payment of specials required of developer	<u>N/A</u>	<u>N/A</u>
50% escrow deposit required	<u>N/A</u>	<u>N/A</u>

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>17</u>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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

C: Kristi Olson

# Memorandum

**To:** Members of PWPEC  
**From:** Jason Leonard, Civil Engineer II  
**Date:** July 18, 2019  
**Re:** Improvement District No. UN-18-B1 Final Balancing Change Order #4

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**Background:**

Improvement District No. UN-18-B1 is a new underground utilities and incidentals project located on 23<sup>rd</sup> Avenue South between 42<sup>nd</sup> Street South and 38<sup>th</sup> Street South, and on 41<sup>st</sup> Street South between 24<sup>th</sup> Avenue South and 22<sup>nd</sup> 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.

The attached Final Balancing Change Order #4 in the amount of -\$16,197.30, reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

The original contract bid price for this project was \$662,801.75 and this FBCO will bring the project final amount to \$661,822.86 (0.13% Decrease). This Improvement District is 100% Special Assessed.

**Recommended Motion:**

Approve Final Balancing Change Order #4 in the amount of -\$16,197.30 to Fox Underground Inc.

Attachment



**CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT**

<b>Improvement District No</b>	UN-18-B1	<b>Change Order No</b>	4
<b>Project Name</b>	Sanitary Sewer, Water Main, Storm Sewer & Incidentals		
<b>Date Entered</b>	7/18/2019	<b>For</b>	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: FINAL BALANCING CHANGE ORDER**

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

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 (\$)
Sanitary Sewer	1	F&I Manhole 4' Dia Reinf Conc	EA	10.00	0.00	10.00	1.00	11.00	4,000.00	4,000.00
	2	F&I Manhole w/Ext Drop 4' Dia Reinf Conc	EA	1.00	0.00	1.00	-1.00	0.00	6,500.00	-6,500.00
	4	F&I Pipe SDR 35 - 10" Dia PVC	LF	80.00	0.00	80.00	54.00	134.00	28.00	1,512.00
	5	F&I Pipe SDR 35 - 12" Dia PVC	LF	838.00	0.00	838.00	-20.05	817.95	30.00	-601.50
	7	F&I Pipe w/GB SDR 35 - 10" Dia PVC	LF	50.00	0.00	50.00	-50.00	0.00	55.00	-2,750.00
	8	F&I Pipe w/GB SDR 35 - 12" Dia PVC	LF	578.00	0.00	578.00	14.14	592.14	66.00	933.24
	9	F&I Pipe SDR 26 - 6" Dia PVC	LF	126.00	0.00	126.00	50.00	176.00	20.00	1,000.00
	10	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	120.00	0.00	120.00	-50.00	70.00	60.00	-3,000.00
	<b>Sanitary Sewer Sub Total (\$)</b>									-5,406.26
Water Main	11	F&I Fittings C153 Ductile Iron	LB	2,667.00	0.00	2,667.00	486.00	3,153.00	4.25	2,065.50
	14	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	41.00	0.00	41.00	1.30	42.30	28.00	36.40
	15	F&I Pipe C900 DR 18 - 10" Dia PVC	LF	110.00	0.00	110.00	-7.15	102.85	32.00	-228.80
	16	F&I Pipe C900 DR 18 - 12" Dia PVC	LF	2,380.00	0.00	2,380.00	4.13	2,384.13	38.00	156.94
	17	F&I Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	58.00	0.00	58.00	12.56	70.56	48.00	602.88
	18	F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	LF	200.00	0.00	200.00	4.76	204.76	60.00	285.60
	<b>Water Main Sub Total (\$)</b>									2,918.52

Storm Sewer	21	F&I Pipe SDR 26 - 12" Dia PVC	LF	174.00	0.00	174.00	-26.37	147.63	22.00	-580.14
	22	F&I Manhole 4' Dia Reinf Conc	EA	4.00	0.00	4.00	-1.00	3.00	2,400.00	-2,400.00
	28	F&I Pipe Arch Equiv 30" Reinf Conc	LF	174.00	0.00	174.00	-4.00	170.00	105.00	-420.00
	29	F&I Pipe 15" Dia Reinf Conc	LF	204.50	0.00	204.50	-54.58	149.92	30.00	-1,637.40
	30	F&I Pipe 24" Dia Reinf Conc	LF	75.00	0.00	75.00	-0.57	74.43	43.00	-24.51
	31	F&I Pipe 27" Dia Reinf Conc	LF	314.00	0.00	314.00	-0.44	313.56	54.00	-23.76
	32	F&I Pipe 30" Dia Reinf Conc	LF	1,136.00	0.00	1,136.00	-56.82	1,079.18	62.00	-3,522.84
	33	F&I Pipe 33" Dia Reinf Conc	LF	53.00	0.00	53.00	-0.82	52.18	85.00	-69.70
	34	F&I Pipe w/GB 15" Dia Reinf Conc	LF	262.50	0.00	262.50	22.43	284.93	38.00	852.34
	35	F&I Pipe w/GB 18" Dia Reinf Conc	LF	186.00	0.00	186.00	-0.95	185.05	50.00	-47.50
Miscellaneous	37	F&I Pipe w/GB 30" Dia Reinf Conc	LF	200.00	0.00	200.00	56.71	256.71	80.00	4,536.80
	39	F&I Pipe SDR 35 - 21" Dia PVC	LF	504.00	0.00	504.00	-24.80	479.20	38.00	-942.40
	Storm Sewer Sub Total (\$)									
	44	Mulching Type 1 - Hydro	SY	2,500.00	0.00	2,500.00	-2,500.00	0.00	0.40	-1,000.00
	45	Mulching Type 2 - Straw	SY	22,110.00	0.00	22,110.00	-4,788.00	17,322.00	0.15	-718.20
	46	Seeding Type C	SY	22,110.00	0.00	22,110.00	-13,449.00	8,661.00	0.25	-3,362.25
	48	Inlet Protection - New Inlet	EA	17.00	0.00	17.00	-17.00	0.00	225.00	-3,825.00
	51	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	20.00	0.00	20.00	-7.00	13.00	75.00	-525.00
	Miscellaneous Sub Total (\$)									
	-9,430.45									
Summary										
Source Of Funding										
Net Amount Change Order # 4 (\$)										
-16,197.30										
Previous Change Orders (\$)										
15,218.41										
Original Contract Amount (\$)										
662,801.75										
Total Contract Amount (\$)										
561,822.86										

I hereby accept this order both as to work to be performed and prices on which payment shall be based.



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

## 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
06/03/2019	10/01/2019	0.00	0.00	06/03/2019	10/01/2019

## Description

## APPROVED

For Contractor

Title

*Fox Undergound*  
*Just Subs*  
*VP*

7-18-19

APPROVED DATE

7/24/19

Department Head

Mayor

Attest

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

32

Improvement District No. BN-18-K1

Type: Final Balancing Change Order #5

Location: Sheyenne Loop

Date of Hearing: 7/22/2019

Routing

City Commission

Date

7/29/2019

PWPEC File

X

Project File

Jason Leonard

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, regarding Final Balancing Change Order #5 in the amount of \$1,865.70, bringing the total contract amount to \$347,007.01.

Staff is recommending approval of Final Balancing Change Order #5 in the amount of \$1,865.70.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of Final Balancing Change Order #5 to Fox Underground, Inc.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #5 in the amount of \$1,865.70 to Fox Underground, Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

Yes No

N/A

N/A

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)

COMMITTEE

Present Yes No Unanimous

☒

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

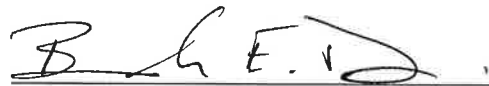
☒☒☐

Kent Costin, Finance Director

☒☒☐

ATTEST:

C: Kristi Olson



Brenda E. Derrig, P.E.  
Division Engineer

# Memorandum

**To:** Members of PWPEC  
**From:** Jason Leonard, Project Engineer  
**Date:** July 16, 2019  
**Re:** Improvement District No. BN-18-K1 – Final Balancing Change Order #5

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**Background:**

Improvement District No. BN-18-K1 is for the new construction of underground utilities, concrete pavement, street lights and incidentals on Sheyenne Loop North.

The attached Final Balancing Change Order #5 in the amount of \$1,865.70, reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

The original contract bid price for this project was \$302,391.31 and this FBCO will bring the project final amount to \$347,007.01 (14.74% Increase). This Improvement District is 100% Special Assessed.

**Recommended Motion:**

Approve Final Balancing Change Order #5 in the amount of \$1,865.70 to Fox Underground Inc.

JTL\KLO  
Attachments



**CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT**

Improvement District No	BN-18-K1	Change Order No	5
Project Name	Storm Sewer, PC Concrete Paving, Street Lights & Incidentals		
Date Entered	7/16/2019	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: FINAL BALANCING CHANGE ORDER**

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

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	3	F&I Hydrant Ext. 6" High	EA	1.00	0.00	1.00	-1.00	0.00	500.00	-500.00
	5	Mulching Type 2 - Straw	SY	3,080.00	0.00	3,080.00	-1,080.00	2,000.00	0.20	-216.00
	6	Seeding Type C	SY	3,080.00	0.00	3,080.00	-1,080.00	2,000.00	0.22	-237.60
	8	Silt Fence - Standard	LF	400.00	0.00	400.00	-400.00	0.00	2.00	-800.00
	9	Sediment Control Log 6" to 8" Dia	LF	100.00	0.00	100.00	-100.00	0.00	2.00	-200.00
								<b>Miscellaneous Sub Total (\$)</b>		<b>-1,953.60</b>
Paving	42	F&I Driveway 7" Thick Reinf Conc	SY	435.00	0.00	435.00	43.90	478.90	87.00	3,819.30
								<b>Paving Sub Total (\$)</b>		<b>3,819.30</b>

**Summary**

**Source Of Funding**

**Net Amount Change Order # 5 (\$)**

**Previous Change Orders (\$)**

**Original Contract Amount (\$)**

**Total Contract Amount (\$)**

1,865.70  
42,750.00  
302,391.31  
347,007.01

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

**CONTRACT TIME**



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
10/26/2018	05/08/2019	0.00	0.00	10/26/2018	05/08/2019

Description

APPROVED

For Contractor

Title

APPROVED DATE

Department Head

Mayor

Attest

*Signature*  
*Signature*  
*Signature*  
 UP 7-17-19  
 Fox Underground  
 7/24/19