

FARGO CITY COMMISSION AGENDA
Monday, June 14, 2010 - 5:00 P.M.

CITY COMMISSION MEETINGS ARE BROADCAST LIVE ON TV FARGO 12 (Channel 12). They are rebroadcast each Monday at 5:00 p.m., Thursday at 7:00 p.m. and Saturday at 8:00 a.m.; and are also included in our video archive at www.cityoffargo.com/commission

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, June 1, 2010).

*** Consent Agenda - Approve the Following ***

- a. 2nd reading, waive reading and final adoption of Ordinances relating to the following; 1st reading, 6/1/10:
 - (1) Fire Protection and Prevention.
 - (2) International Building Code.
 - (3) International Residential Code.
 - (4) International Existing Building Code.
 - (5) International Mechanical Code.
 - (6) International Fuel Gas Code.
 - (7) International Property Maintenance Code.
 - (8) Dogs and Cats.
 - (9) Rezoning Certain Parcels of Land Lying in MGB First Addition.
- b. Receive and file Year to Date – Budget to Actual Report for May 2010.
- c. Service Agreement with Fargo Public Schools for Special Services.
- d. Inter-Local Agreement with West Fargo and Cass County (CFDA #16.738).
- e. List price of \$139,900.00 for each of the NSP Purchase Rehab properties at 222 21st Avenue North and 2910 10th Street North.
- f. Software licensing agreement with Profit Stars to provide payment processing software.
- g. Amendment to the Joint Powers Agreement with NDSU to provide an additional \$103,000.00 for transit.
- h. Applications for Games of Chance:
 - (1) Fargo Angels Youth Hockey for a calendar raffle from 12/5/10 through 12/28/10.
 - (2) Fargo Theatre Management Corporation for a raffle on 8/5/10.
- i. Bid awards for Hazardous Materials Response Equipment for the Fire Department.
- j. Change Order No. 1 in the amount of \$2,595.28 for the Solid Waste Transfer Facility lighting upgrades.

- k. Relinquishment of Easement for property owned by SKA Investments, LLP in Adams 5th Addition (Improvement District No. 5726).
- Page 2
- l. Purchase Agreement - Easement with DB & MH Partnership, LLLP (Improvement District No. 5803).
 - m. Declare Lots 1-6, Block 2, Riverwood 1922 First Addition unbuildable.
 - n. Contract award for Phase I Cultural Resources Investigation for the F-M Metro Flood Risk Management Project to URS for Project Nos. 5683-08 and 5683-09.
 - o. NDSWC Agreement for Cost Reimbursement for the FM Metro Flood Control Feasibility Study.
 - p. Renewal of 2010-2011 Alcoholic Beverage and Live Entertainment licenses contingent upon conditions outlined by the City Auditor.
 - q. Accept canvass of votes cast at the June 8, 2010 Primary Election and declare officials elected.
 - r. Engineering Services Contract Amendment in the amount of \$49,732.00 for Improvement District No. 5905.
 - s. Engineering Consultant Services contracts for Project Nos. 5945, 5946, 5949 and 5950.
 - t. Contract Amendment No. 3 in the amount of \$189,500.00 for Project No. 5726-1.
 - u. Request for Proposals for Engineering Consulting Services for an Intersection Control Evaluation Study (Project No. 5922).
 - v. Agreement with Kadrmas, Lee & Jackson, Inc. for engineering services for Improvement District No. 5908-03.
 - w. Payment of \$4,843.13 to Wanzek Construction for street patching for Improvement District No. 5229.
 - x. Change Order No. 3 for an increase of \$50,358.16 for Project No. 5656.
 - y. Change Order No. 5, Part A, for an increase of \$15,513.50 for Project No. 5729.
 - z. Contract and bond for Project No. 5918.
 - aa. Bills.
 - bb. Change Orders for Improvement District No. 5640: No. 1 for an increase of \$157,130.00; No. 2 for an increase of \$35,425.00.
 - cc. Create Improvement District Nos. 5244, 5905, 5932, 5942 and 5953.
 - dd. Contract and bond for Improvement District No. 5916.

* * * Regular Agenda * * *

- Page 3
1. Request for an extension of the noise ordinance until 11:00 p.m. on July 30 and July 31 at Newman Outdoor Field for the Fargo Blues Festival.
 2. Request from the Empire Tavern Downtown for an extension of the noise ordinance until 11:00 p.m. on June 18, July 1, July 9, July 15, July 16, August 5, August 13, August 27 and September 2, 2010 for outdoor concerts.
 3. Recommendation to determine protests insufficient and award bids for PC Concrete Alley Paving and Incidentals Improvement District No. 5924 (from 14th to 15th Streets between 12th and 13th Avenues South).
 4. Public Hearings - 5:15 p.m.:
 - a. Petition requesting a zoning change from P/I, Public and Institutional to DMU, Downtown Mixed Use on all of Block 45, Robert's 2nd Addition (315 Univ. Dr. N.).
 - (1) Approval recommended by the Planning Commission on 5/12/10.
 - (2) 1st reading of rezoning Ordinance.
 - b. WITHDRAWN BY PETITIONER: This was the time advertised for a hearing on a petition requesting rezoning and platting of Prairie Grove Third Addition, however, the petition has been withdrawn by the petitioner (5450 and 5652 26th St. S., 5385 through 5611 27th St. S., 2560 through 2687 56th Ave. S. and 2561 through 2693 57th Ave. S.).
 - c. Appeal of a variance request for a 47 foot variance of the 35 foot maximum height limit for primary structures within AG, Agricultural zoning districts (3307 US Hwy 81 North).
 - (1) Denied by the Board of Adjustment at their 5/25/10 meeting because of the failure to take action.
 5. Recommendation to order construction of sidewalks on Harrison Street South and all post-2003 development areas.
 6. Recommendation to reappoint Mike Wenaas and Nancy Jordheim to the Civil Service Commission.

People with disabilities who plan to attend the meeting and need special accommodations should contact the Commission Office at 241-1310 or TDD 241-8258. 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 Web site at www.cityoffargo.com/commission

91

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING 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. Amendment.

Sections 9-0701 and 9-0704 of Article 9-07 of Chapter 9 of the Fargo Municipal Code are hereby amended 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 ~~2006~~2009 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 the office of the chief of the Fargo Fire Department 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 jurisdiction of the city.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

1
2 A. Section 101.1 is amended to read as follows:

3 **101.1 Title.** These regulations shall be known as the *Fire Code* of ~~[NAME OF~~
4 ~~JURISDICTION]~~ the city of Fargo, hereinafter referred to as "this code."

5 B. Section 102.1 Subsection 3 is hereby deleted in its entirety.

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

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

10 D. Section 105.6.16 Subsection 3 is hereby amended to read as follows:

11 To store, handle or use Class II or Class IIIA liquids in excess of ~~25~~ 120 gallons (~~95~~
12 ~~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.

13 E. Subsections 1, 5, and 6 of Section 105.6.23 are hereby deleted in their entirety.

14 F. Section 105.6.29 is hereby deleted in its entirety.

15 G. Section 105.6.32 is amended to read as follows:

16
17 **105.6.32 Open flames and candles.** An operational permit is required to use open
18 flames or candles in connection with assembly areas, dining areas of restaurants or
19 drinking establishments. For purposes of this provision, churches shall not be deemed
20 to be assembly areas and no permit is required for the use candles during religious
21 ceremonies.

22 H. Section 105.6.39 is amended to read as follows:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

105.6.39 Repair garages and motor fuel dispensing facilities. An operational permit is required for operation of repair garages and automotive, marine and fleet motor fuel dispensing facilities.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

- I. Section 105.7.1 is hereby deleted in its entirety.
- J. Section 105.7.3 is hereby deleted in its entirety.
- K. Section 105.7.5 is hereby deleted in its entirety.
- L. Section 105.7.6 is hereby deleted in its entirety.
- M. Section 105.7.10 is hereby amended to read as follows:

105.7.10 LP-gas. A construction permit is required for installation of or modification to an LP-gas system with a single container in excess of 2000 gallons water capacity or the aggregate capacity of containers is more than 4000 gallons in water capacity.

- N. Section 105.7.11 is hereby deleted in its entirety.
- O. Section 105.7.13 is hereby deleted in its entirety.
- P. Section 105.7.14 is hereby deleted in its entirety.
- Q. Section 109.3 is amended in part to read as follows:

109.3 Violation penalties.

....shall be guilty of an ~~{SPECIFY OFFENSE} infraction, punishable by a fine of not more than [AMOUNT] dollars or by imprisonment not exceeding [number of days], or both such fine and imprisonment.~~ Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed \$500.00; the court to have power to suspend said sentence and to revoke the suspension thereof.

- R. Section 111.4 is amended to read as follows:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 **111.4 Failure to comply.** Any *person* who shall continue any work after having been
2 served with a stop work order, except such work as that *person* is directed to perform
3 to remove a violation or unsafe condition, shall be ~~liable to a fine of not less than~~
4 ~~[AMOUNT] or more than [AMOUNT] dollars~~ guilty of an infraction.

5 S. Section 308.1.4 is amended to read as follows:

6 **308.1.4 Open-flame cooking devices.** Charcoal burners and other open-flame
7 cooking devices shall not be operated on combustible balconies or decks or within 10
8 feet (3048 mm) of combustible construction.

9 **Exceptions:**

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

16 T. Section 315.2.1 is hereby amended to read as follows:

17 **315.2.1 Ceiling clearance.** Storage shall be maintained 2 feet (610 mm) or more
18 below the ceiling in nonsprinklered areas of buildings or a minimum of 18 inches
19 (457 mm) below sprinkler head deflectors in sprinklered areas of buildings.

20 **Exception:** This requirement does not apply to storage adjacent to and within
21 30 inches of the wall area.

22 U. Section 404.1 is hereby amended to read as follows:

23 **404.1 General.** Fire safety, evacuation and lockdown plans and associated drills shall
comply with the requirements of Sections 404.2 through 404.5.1 when required by the
fire code official.

V. Section 405.1 is hereby amended to read as follows:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

405.1 General. Emergency evacuation drills ~~complying~~ shall comply with the provisions of this section ~~shall be conducted at least annually in the occupancies listed in Section 404.2 or~~ when required by the *fire code official*. Drills shall be designed in cooperation with the local authorities.

W. Section 408.8.3 is hereby amended to read as follows:

408.8.3 Fire Safety and evacuation instructions. Information shall be provided in the fire safety and evacuation plan when required by Section 404 to allow guests to decide whether to evacuate to the outside, evacuate to an *area of refuge*, remain in place, or any combination of the three.

X. Section 408.9 and its subsections are hereby deleted in its entirety.

Y. Section 503.4 is amended to read as follows:

503.4 Obstruction of fire apparatus access roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 shall be maintained at all times. Enforcement of such prohibited parking may be accomplished in the same manner as provided in Article 8-10 and in Section 9-0705 of the Fargo Municipal Code.

Z. Section 510 is hereby deleted in its entirety.

AA. Section 806.1.1 is amended by adding the following exception:

3. For purposes of this provision, churches shall not be deemed public buildings and may utilize natural or resin bearing cut trees in the altar area of the church. No electric lighting is allowed on the tree.

BB. Section 903.2.7 **Group M.** Subsection 4 is hereby deleted in its entirety.

CC. Section 903.3.1 is amended to read as follows:

903.3.1 Standards. Sprinkler systems shall be designed with a 5 psi safety margin and installed in accordance with Sections 903.3.1.1, 903.3.1.2 or 903.3.1.3.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

DD. Section 903.3.1.1 is amended to read as follows:

1 **903.3.1.1 NFPA 13 sprinkler systems.** Where the provisions of this code require
2 that a building or portion thereof be equipped throughout with an *automatic sprinkler*
3 *system* in accordance with this section, sprinklers shall be installed throughout in
4 accordance with NFPA 13 except as provided in Section 903.3.1.1.1.

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

10 EE. Section 907.9.3 is hereby deleted in its entirety.

11 FF. Exception 5 of Section 1009.4.2 is amended in part to read as follows:

12 5. In Group R-3 occupancies; within dwelling units in Group R-2 occupancies; and in
13 Group U occupancies that are accessory to a Group R-3 occupancy or accessory to
14 individual dwelling units in Group R-2 occupancies; the maximum riser height shall
15 be ~~7 3/4 inches (197 mm)~~ 8 inches; the minimum tread depth shall be ~~10 inches (254~~
16 ~~mm)~~ 9 inches;

17 GG. Chapter 22 is amended by adding the following Subsection 6 to Section 2203.1:

18 6. On new installations, dispensing devices used to fill portable containers with home
19 heating fuels shall not be located on the same island where Class I liquids are
20 dispensed.

21 HH. Section 2206.1 is amended to read as follows:

22 **2206.1 General.** Storage of flammable and combustible liquids shall be in accordance
23 with Chapter 34 and Sections 2206.2 through 2206.6.3. See also Fargo Municipal
 Code, Section 9-0604.

 II. Chapter 34 is amended by adding the following Subsection 7 to Section
 3404.2.13.1.4:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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.

JJ. Section 3405.3.7.5.1 is amended to read as follows:

* * *

Exception: 1. Where natural ventilation can be shown to be effective for the materials used, dispensed or mixed.

2. When approved by the chief, continuous ventilation may be provided for one complete air change per hour, if supplemented with mechanical ventilation designed to provide for a complete air change six times per hour. The non-continuous ventilation equipment and any lighting fixtures shall be operated by the same switch located outside of the door.

KK. Section 3803.2.1.6 is amended to read as follows:

3803.2.1.6 Use with self-contained torch assemblies. Portable LP-gas containers are allowed to be used to supply *approved* self-contained torch assemblies or similar appliances. Such containers shall not exceed a water capacity of 2 1/2 pounds (1 kg) 12 pounds.

LL. Chapter 46 is hereby deleted in its entirety.

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

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

Section 2. 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 \$500.00; 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 3. Effective Date.

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

Dennis R. Walaker, Mayor

(SEAL)

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

22

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 21-01 OF CHAPTER 21
OF THE FARGO MUNICIPAL CODE RELATING TO
THE INTERNATIONAL BUILDING CODE

1
2
3 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

4
5 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

6
7 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

8
9 WHEREAS, the Board of City Commissioners deems it necessary and
appropriate to implement such authority by the adoption of this ordinance;

10 NOW, THEREFORE,

11 Be it Ordained by the Board of City Commissioners of the City of Fargo:

12 Section 1. Amendment.

13
14 Article 21-01 of Chapter 21 of the Fargo Municipal Code is hereby amended to
read as follows:

15 ARTICLE 21-01

16 INTERNATIONAL BUILDING CODE -- ADOPTION -- MODIFICATIONS

17 Section

- 18 21-0101 International Building Code adopted.
- 19 21-0102 Modification of International Building Code.

20 21-0101. International Building Code adopted.--The erection, construction,
21 enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy,
22 equipment, use, height, area, and maintenance of buildings or structures in the city of
23 Fargo, North Dakota, shall meet with the provisions of the rules and regulations of the

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 ~~2006~~2009 edition of the International Building Code of the ~~International Conference of~~
2 ~~Building Officials~~International Code Council as the same are now established in said
3 code, a copy of which is on file in the office of the building inspector for the city of
4 Fargo, with the exception of the sections hereinafter set forth affecting local conditions in
5 the city of Fargo, which sections shall be substituted for and in lieu of like sections or
6 paragraphs in said International Building Code; and the board of city commissioners of
7 said city of Fargo, by this section hereby approves and adopts such rules and regulations,
8 as so modified, for use and application in the city of Fargo, North Dakota, and within the
9 extra-territorial jurisdiction of the city.

21-0102. Modification of International Building Code.--The International
Building Code as adopted in §1-0101 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 104.8 is hereby amended to read as follows:

Section 104.8 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 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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 official duties. Any suit instituted against an officer or employee because
 2 of an act or omission performed by that officer or employee in the lawful
 3 discharge of duties and under the provisions of this code shall be afforded
 4 all the immunities and defenses provided by applicable local, state or
 5 federal laws and shall be defended by legal representative of the
 6 jurisdiction until the final termination of the proceedings. The building
 7 official or any subordinate shall not be liable for cost in any action, suit or
 8 proceeding that is instituted in pursuance of the provisions of this code.
 9 This code shall not be construed to relieve from or lessen the
 10 responsibility of any person owning, operating, or controlling any building
 11 or structure for any damages to persons or property caused by defects, nor
 12 shall the code enforcement agency or the city be held as assuming any
 13 such liability by reason of the inspection authorized by this code or any
 14 permits or certificates issued under this code.

15 **Section 105.2**--Work exempt from permit. Exemptions from *permit* requirements of this
 16 code shall not be deemed to grant authorization for any work to be done in any manner in
 17 violation of the provisions of this code or any other laws or ordinances of this
 18 jurisdiction. *Permits* shall not be required for the following:

19 Building:

20 ***

21 2. Fences not over 6 8.5 feet high.

22 ***

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

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

12. Window awnings 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
of group R-3 and U occupancies.

14. Reroofing.

Section 107.2.5.1 is hereby deleted.

Section 107.3.1 is hereby amended to read as follows:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 Section 107.3.1. Approval of construction documents. When the building
2 official issues a permit, the construction documents shall be approved, in
3 writing or by stamp, as "Reviewed for Code Compliance." One set of
4 construction documents so reviewed shall be retained by the Building
5 Official. ~~The other set shall be returned to the applicant, shall be kept at
6 the site of work and shall be open to inspection by the building official or
7 a duly authorized representative.~~

8 **Section 109.2** is hereby amended to read as follows:

9 Section 109.2 -- Schedule of permit fees. On buildings, structures,
10 electrical, gas, mechanical, and plumbing systems or alterations requiring
11 a permit, a fee for each permit and plan review shall be paid as required, in
12 accordance with the schedule as established by the ~~applicable governing
13 authority~~ Fargo board of city commissioners. The plan review fees
14 specified in this subsection are separate from, and in addition to, permit
15 fees. When submittal documents are incomplete or changed so as to
16 require additional plan review or when the project involves deferred
17 submittal items as defined in Section 106.3.4.2, an additional plan review
18 fee shall be charged in an amount not to exceed 50% of the building
19 permit fee established in Section 108.2.

20 **Section 110.3.3** is hereby deleted in its entirety.

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

22 305.2. Day care. The use of a building or structure, or portion thereof, for
23 educational, supervision or personal care services for more than ~~five~~
twelve children older than 2 ½ years of age shall be classified as a Group
E occupancy.

SECTION 308.3.1 is hereby amended to read as follows:

Section 308.3.1. Child care facilities. Facilities that provide care on a 24-
hour basis to more than ~~five~~ twelve children 2 ½ years of age or less.

Section 308.5 is hereby amended to read as follows:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 **308.5 Group I-4, day care facilities.** This group shall include buildings
2 and structures occupied by persons of any age who receive custodial care
3 for less than 24 hours by individuals other than parents or guardians,
4 relatives by blood, marriage or adoption, and in a place other than the
5 home of the person cared for. A facility such as the above with ~~five~~
6 twelve or fewer persons shall be classified as a Group R-3 or shall comply
7 with the *International Residential Code* in accordance with Section 101.2.
8 Places of worship during religious functions are not included.

9 **308.5.1 Adult care facility.** A facility that provides accommodations
10 for less than 24 hours for more than five unrelated adults and provides
11 supervision and *personal care services* shall be classified as Group I-4.

12 **Exception:** A facility where occupants are capable of
13 responding to an emergency situation without physical
14 assistance from the staff shall be classified as Group R-3.

15 **308.5.2 Child care facility.** A facility that provides supervision
16 and personal care on less than a 24-hour basis for more
17 than ~~five~~ twelve children 2 1/2 years of age or less shall be classified
18 as Group I-4.

19 **Exception:** A child day care facility that provides care
20 for more than ~~five~~ twelve but no more than 100 children 2 1/2
21 years or less of age, where the rooms in which the children
22 are cared for are located on a *level of exit discharge*
23 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 310.1 is hereby amended to read in part as follows:

R-3 Residential occupancies where the occupants are primarily permanent
in nature and not classified as Group R-1, R-2, R-4 or I, including:

Buildings that do not contain more than two dwelling units.

Adult facilities that provide accommodations for five or fewer persons of
any age for less than 24 hours.

Child care facilities that provide accommodations for ~~five~~ twelve or fewer
persons of any age for less than 24 hours.

Congregate living facilities with 16 or fewer persons.

Adult and child care facilities that are within a single-family home are
permitted to comply with the *International Residential Code* as adopted by
the city of Fargo.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

on an individual basis. Combustible storage shall not be allowed in these unoccupied tenant spaces if sprinkler heads are installed at ceiling height. Signage shall be provided outlining the storage restrictions.

Section 907.2.11.1 is hereby amended to add item #4 to read as follows:

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

Section 907.2.11.2 is hereby amended to add item #4 to read as follows:

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

Section 1009.1 is hereby amended to add exception 5 to read as follows:

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

Section 1009.4.2, Exception 5, is hereby amended to read as follows and Exception 8 is added:

5. In occupancies in Group R-3, as applicable in Section 101.2, within dwelling units in occupancies in Group R-2, as applicable in Section 101.2, and in occupancies in Group U, which are accessory to an occupancy in Group R-3, as applicable in Section 101.2, the maximum riser height shall be ~~7.75 inches (197 mm)~~ 8 inches and the minimum tread depth shall be ~~10 inches (254 mm)~~ 9 inches, the minimum winder tread depth at the walk line shall be 10 inches (~~254 mm~~), and the minimum winder tread depth shall be 6 inches (~~152 mm~~). A nosing not less than 0.75 inch (~~19.1 mm~~) but not more than 1.25 inches (~~32 mm~~) shall be provided on stairways with solid risers where the tread depth is less than 11 inches (~~279 mm~~).

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 8. Stairways used to attend equipment or private stairways serving an
2 occupant load of 10 or fewer persons and which are not accessible to
3 the public are permitted to have a maximum 8 inch rise and a
4 minimum 9 inch run.

5 **1009.12 Handrails.** *Stairways* shall have *handrails* on each side and shall comply with
6 Section 1012. Where glass is used to provide the *handrail*, the *handrail* shall also comply
7 with Section 2407.

8 **Exceptions:**

- 9 1. *Handrails* for *aisle stairs* are not required where permitted
10 by Section 1028.13.
11 2. *Stairways* within dwelling units, *spiral stairways* and
12 *aisle stairs* serving seating only on one side are permitted
13 to have a *handrail* on one side only.
14 3. Decks, patios and walkways that have a single change in
15 elevation where the landing depth on each side of the
16 change of elevation is greater than what is required for a
17 landing do not require *handrails*.
18 4. In Group R-3 occupancies, a change in elevation consisting
19 of a single riser at an entrance or egress door does not
20 require *handrails*.
21 5. Changes in room elevations of three or fewer risers within dwelling units and
22 sleeping units in Group R-2 and R-3 do not require handrails.
23 6. Vehicle service pit stairways are exempt from the rules for stairway railing
 and guards, if they would prevent a vehicle from moving into a position over the
 pit.
 7. 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 handrail on one side only.

Section 1104.4 exception 1 is hereby amended to read as follows:

1104.4 Multilevel buildings and facilities. At least one accessible route shall connect each accessible level, including mezzanines, in multilevel buildings and facilities.

Exceptions:

1. An accessible route is not required to stories, basements and mezzanines that have an aggregate area of not more than 3,000 square feet

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

(278.7 m2), are located above and or below accessible levels and are below the third story. This exception shall not apply to:

1.1. Multiple tenant facilities of Group M occupancies containing five or more tenant spaces;

3 **Section 1207** is hereby deleted in its entirety.

4 **Sections 1403.5 and 1403.6** are hereby deleted in their entirety.

5 **Section 1406.3** is hereby amended to add exception 5 to read as follows:

6 5. Private balconies and similar appendages serving individual dwelling units on buildings of Type V construction.

8 **Section 1507.2.6** is hereby amended to read as follows:

9 Fasteners. Fasteners for asphalt shingles shall be galvanized, stainless steel, aluminum, or copper roofing nails, minimum 12 gage 0.105 inch (2.67 mm) shank with a minimum 0.375 inch-diameter (9.5 mm) head, of a length to penetrate through the roofing materials and a minimum of 0.75 (19.1 mm) into the roof sheathing or other fasteners as approved by the building official and shingle manufacturer. Where the roof sheathing is less than 0.75 inch (19.1 mm) thick, the nails shall penetrate through the sheathing. Fasteners shall comply with ASTM F 1667.

15 **Section 1510** is hereby deleted and relocated as Appendix L.

16 **Section 1601.1** is hereby amended to read as follows:

17 **1601.1 Scope.** The provisions of this chapter shall govern the structural design of buildings, structures and portions thereof regulated by this code.

18 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.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 1610.1 exception is hereby amended to read as follows:

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

4 Section 1612 is hereby deleted in its entirety.

5 Section 1704.1 is hereby amended to add an exception 4 to read as follows:

6 4. The frequency and amount of special inspections shall be
7 as determined by the design professional of record. The
8 continuous and periodic inspections referenced in Tables
9 1704.3, 1704.4, 1704.5.1, and 1704.5.3 shall be considered
10 as guidelines for that determination.

11 Section 1804.3 is hereby amended to read as follows:

12 ~~**1804.3 Site Grading.** The procedure used to establish the final ground
13 level adjacent to the foundation shall account for additional settlement of
14 the backfill. The ground immediately adjacent to the foundation shall be
15 sloped away from the building at a slope of not less than one unit vertical
16 in 20 units horizontal (5 percent slope) for a minimum distance of 10 feet
17 (3048 mm) measured perpendicular to the face of the wall. If physical
18 obstructions or lot lines prohibit 10 feet (3048 mm) of horizontal distance,
19 a 5 percent slope shall be provided to an *approved* alternative method of
20 diverting water away from the foundation. Swales used for this purpose
21 shall be sloped a minimum of 2 percent where located within 10 feet
22 (3048 mm) of the building foundation. Impervious surfaces within 10 feet
23 (3048 mm) of the building foundation shall be sloped a minimum of 2
24 percent away from the building.~~

25 ~~**Exception:** Where climatic or soil conditions warrant, the slope of
26 the ground away from the building foundation shall be permitted to
27 be reduced to not less than one unit vertical in 48 units horizontal
28 (2 percent slope).~~

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 Section 1804.3 Surface drainage. Surface drainage shall be diverted to a
2 storm sewer conveyance or other approved point of collection. Lots shall
3 be graded to drain surface water away from foundation walls.

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

6 **Section 1804.4** is hereby deleted in its entirety.

7 **Section 1805.1.2.1** is hereby deleted in its entirety.

8 **Section 1809.5** is hereby amended to read as follows:

9 **1809.5 Frost protection.** Except where otherwise protected from frost,
10 foundations and other permanent supports of buildings and structures shall
11 be protected from frost by one or more of the following methods:

- 12 1. Extending below the frost line of the locality;
13 2. Constructing in accordance with ASCE 32; or
14 3. Erecting on solid rock.

15 **Exception:** Free-standing buildings meeting all of the following
16 conditions shall not be required to be protected:

- 17 1. Assigned to *Occupancy Category I*, in accordance with Section
18 1604.5;
19 2. Area of 600 square feet (56m²) or less for light-frame
20 construction or 400 square feet (37 m²) or less for other than light-
21 frame construction; and
22 3. Eave height of 10 feet (3048 mm) or less.
23 4. Free-standing buildings used as Group U occupancies for the
 storage of private or pleasure-type motor vehicles constructed in
 accordance with Sections 406.1.1 and 406.1.2.

 Shallow foundations shall not bear on frozen soil unless such frozen condition is of a
 permanent character.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

2 The provisions of this chapter and the ~~International Plumbing Code~~ North
3 Dakota State Plumbing Code shall govern the erection, installation,
4 alteration, repairs, relocations, replacement, addition to, use or
5 maintenance of plumbing equipment and systems. Plumbing systems and
6 equipment shall be constructed, installed and maintained in accordance
7 with the ~~International Plumbing Code~~ North Dakota State Plumbing Code.
8 Private sewage disposal systems shall conform to the ~~International Private~~
9 ~~Sewage Disposal Code~~ North Dakota State Plumbing Code.

7 **Section 3109** is hereby deleted and moved Appendix M.

8 Section 2. Penalty.

9 A person who willfully violates this ordinance is guilty of an infraction. Every
10 person, firm or corporation violating an ordinance which is punishable as an infraction
11 shall be punished by a fine not to exceed \$500.00; the court to have power to suspend
12 said sentence and to revoke the suspension thereof.

12 Section 3. Effective Date.

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

15 _____
16 Dennis R. Walaker, Mayor

17 (SEAL)

18 Attest:

19 _____
20 Steven Sprague, City Auditor

21 First Reading:
22 Second Reading:
23 Final Passage:
Publication:

93

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 21.1-01 OF CHAPTER 21.1
OF THE FARGO MUNICIPAL CODE RELATING TO
THE INTERNATIONAL RESIDENTIAL CODE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

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. Amendment.

Article 21.1-01 of Chapter 21.1 of the Fargo Municipal Code is hereby amended 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

ARTICLE 21.1-01

Section

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

- 21.1-0101 Adoption of International Residential Code by Reference
- 21.1-0102 Amendment to International Residential Code

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

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 Conference of Building~~
~~Officials~~International Code Council, being particularly the ~~2006~~2009 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 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 --Titles. 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:

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 liable personally and is hereby
 relieved from personal liability for any damage accruing to persons
 or property as a result of any act or by reason of an act or omission
 in the discharge of official duties. Any suit instituted against an
 officer or employee because of an act 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 representative of the jurisdiction~~

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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 R104.10.1 is hereby deleted in its entirety.

Section R105.2 is hereby amended to read as follows:

R105.2 Work exempt from permit. Permits shall not be required for the following. Exemption from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed ~~200~~ 120 square feet (~~185.8 m~~).
2. Fences not over ~~6~~ 8.5 feet (~~1829 mm~~) high.
* * *
7. Prefabricated ~~S~~swimming pools that are less than 24 inches (~~610 mm~~) deep.
8. Swings and other playground equipment ~~accessory to a one or two-family dwelling~~.
9. Window awnings supported by an exterior wall which ~~do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.~~

Section R106.1.3 is hereby deleted in its entirety.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section R108.3 is hereby amended to read as follows:

1
2 **R108.3 Building permit violations.** Building *permit* valuation shall
3 include total value of the work for which a *permit* is being issued, such as
4 electrical, gas, mechanical, plumbing equipment and other permanent
5 systems, including materials and labor. If, in the opinion of the *building*
6 *official*, the valuation is underestimated on the application, the *permit* shall
7 be denied, unless the applicant can show detailed estimates to meet the
8 approval of the *building official*. Final *building permit* valuation shall be
9 set by the *building official*.

7 Section R112.2.1 is hereby deleted in its entirety.

8 Section R112.2.2 is hereby deleted in its entirety.

9 Section R201.3 is hereby amended to read as follows:

10
11 Section R201.3 – Terms defined in other codes. Where terms are
12 not defined in this code such terms shall have meanings ascribed to
13 them as in other code publications of the International Code
14 Council. Wherever the term ‘International Plumbing Code’ and/or
15 ‘International Private Sewage Disposal Code’ is used in the
16 International Residential Code, it shall mean the North Dakota
17 State Plumbing Code. Wherever the term ‘ICC Electrical Code’ is
18 used in the International Residential Code, it shall mean the
19 National Electrical Code together with the North Dakota State
20 Wiring Standards. Wherever reference is made to flood plain
21 requirements, it shall mean the Fargo Flood Plain Management
22 Ordinance together with the Fargo Flood Proofing Code (Fargo
23 Municipal Code Article 21-06).

19 Section R301.2.4 is hereby deleted in its entirety.

20 Table 302.1 third and fourth columns are hereby amended as follows:

21 Reference to section R317.3 is changed to Section R302.4 and
22 entries in column four are changed as follows:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

- <3 feet
- ~~5~~ 3 feet
- ~~4~~ 2 feet
- ~~5~~ 3 feet
- < 3 feet
- 3 feet
- 5 feet
- < 5 feet
- 5 feet

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

** Add footnote behind (walls 1) – A common 2-hour fire-resistance-rated wall is permitted for two or more family dwellings where the common wall is on a property line provided such walls do not contain plumbing or mechanical equipment, ducts or vents in the cavity of the common wall. Electrical installations shall be installed in accordance with chapters 33 through 42. Penetrations of electrical outlet boxes shall be in accordance with section 302.4

Section 302.2 is hereby amended to read as follows:

R302.2 Townhouses. Each *townhouse* shall be considered a separate building and shall be separated by fire-resistance- rated wall assemblies meeting the requirements of Section R302.1 for exterior walls.

Exception: A common ~~1~~ 2-hour fire-resistance-rated wall assembly tested in accordance with ASTM E 119 or UL 263 is permitted for townhouses if such walls do not contain plumbing or mechanical equipment, ducts or vents in the cavity of the common wall. The wall shall be rated for fire exposure from both sides and shall extend to and be tight against exterior walls and the underside of the roof sheathing. Electrical installations shall be installed in accordance with Chapters 34 through 43. Penetrations of electrical outlet boxes shall be in accordance with Section R302.4.

Section 307.1 is hereby amended to read as follows:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 **Section 307.1** Space required. Fixtures shall be spaced in
2 accordance with ~~Figure R307.1~~, and in accordance with the
3 requirements of Section P2705.1 as per Figure R307.1, with the
4 exception of the clearance in front of water closets and bidets
5 which shall be at least 24 inches.

6 **Section R310.1** is hereby amended to read as follows:

7 Section R310.1 – Emergency escape and rescue required.
8 Basements and every sleeping room shall have at least one
9 operable emergency and rescue opening. Such opening shall open
10 directly into a public street, public alley, yard or court. Where
11 basements contain one or more sleeping rooms, emergency egress
12 and rescue openings shall be required in each sleeping room, but
13 shall not be required in adjoining areas of the basement. Where
14 emergency escape and rescue openings are provided they shall
15 have a sill height of not more than 44 inches (1118 mm) above the
16 floor. Where a door opening having a threshold below the adjacent
17 ground elevation serves as an emergency escape and rescue
18 opening and is provided with a bulkhead enclosure, the bulkhead
19 enclosure shall comply with Section 310.3. The net clear opening
20 dimensions required by this section shall be obtained by the normal
21 operation of the emergency escape and rescue opening from the
22 inside. Emergency escape and rescue openings with a finished sill
23 height below the adjacent ground elevation shall be provided with
24 a window well in accordance with Section R310.2.

25 Exceptions:

- 26 1. Basements used only to house mechanical equipment
27 and not exceeding total floor area of 200 square feet (18.58
28 m²)
- 29 2. Below grade emergency escape and rescue windows
30 may have a maximum sill height of 48 inches.

31 **Section R310.2.1** is hereby amended to read as follows:

32 Section R310.2.1 -- Ladder and steps. Window wells with a
33 vertical depth greater than 44 inches (1118 mm) shall be equipped
34 with a permanently affixed ladder or steps usable with the window

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 in the fully open position or shall be equipped with a permanently-
2 attached platform, of a minimum area of 30"x16", in the window
3 well that will reduce the vertical depth of the window well to no
4 more than 42" below the top of the window well and that will not
5 impede the operation of the window. Ladders or steps required by
6 this section shall not be required to comply with Sections R311.5
7 and R311.6. Ladders or rungs shall have a inside width of at least
8 12 inches (305 mm), shall project at least 3 inches (76 mm) from
9 the wall and shall be spaced not more than 18 inches (457 mm) on
10 center vertically for the full height of the window well.

11 Exception: Terraced window wells with a maximum of 24" per
12 vertical rise and minimum of 12" horizontal projections on each
13 level shall also be allowed in accordance with Figures 310.2.1(1)
14 and 310.2.1(2).

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

16 **Section R311.3.2 Floor elevations for other exterior doors.**
17 Doors other than the required egress door shall be provided with
18 landings or floors not more than ~~7 3/4~~ ^{7 3/4} 8 inches (~~196 mm~~) (203 mm)
19 below the top of the threshold.

20 **Exception:** A landing is not required where a stairway of
21 ~~two or fewer~~ risers with a total rise of less than 30 inches
22 (~~762 mm~~) is located on the exterior side of the door,
23 provided the door does not swing over the stairway.

Section R311.7.4.1 is hereby amended to read as follows:

Section R311.7.4.1 -- Riser height. The maximum riser height
shall be ~~7 3/4~~ 8 inches (~~196 mm~~). The riser shall be measured
vertically between leading edges of the adjacent treads. The
greatest riser height within any flight of stairs shall not exceed the
smallest by more than 3/8 inch (9.5 mm).

Section R311.7.4.2 is hereby amended to read as follows:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 **R311.7.4.2 Tread depth.** The minimum tread depth shall be ~~10~~ 9
2 inches (~~254 mm~~). The tread depth shall be measured horizontally
3 between the vertical planes of the foremost projection of adjacent
4 treads and at a right angle to the tread's leading edge. The greatest
5 tread depth within any flight of stairs shall not exceed the smallest
6 by more than 3/8 inch (9.5 mm). Consistently shaped winders at
7 the walkline shall be allowed within the same flight of stairs as
8 rectangular treads and do not have to be within 3/8 inch (9.5 mm)
9 of the rectangular tread depth.

6 Exception:

- 7 1. Where a landing is not provided or required by
8 section 311.3.2 or 311.7.5, the top tread of a stair
9 serving exterior doors other than the required exit
10 door, and in-swinging doors opening into an
11 attached garage, shall be permitted to exceed the
12 smallest tread by more than 3/8 inch (9.5mm). Such
13 a tread shall be at least 18 inches (457mm)
14 measured in the direction of travel.

11 Winder treads shall have a minimum tread depth of ~~10~~ 9 inches
12 (~~254 mm~~) measured between the vertical planes of the foremost
13 projection of adjacent treads at the intersections with the walkline.
14 Winder treads shall have a minimum tread depth of 6 inches (152
15 mm) at any point within the clear width of the stair. Within any
16 flight of stairs, the largest winder tread depth at the walkline shall
17 not exceed the smallest winder tread by more than 3/8 inch (9.5
18 mm).

17 Section 311.7.5 is hereby amended to read as follows:

18 **Section R311.7.5 Landings for stairways.** There shall be a floor
19 or landing at the top and bottom of each stairway.

19 **Exceptions:**

- 20 1. A floor or landing is not required at the top of an interior
21 flight of stairs, including stairs in an enclosed garage,
22 provided a door does not swing over the stairs. A flight of
23 stairs shall not have a vertical rise larger than 12 feet (3658

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

mm) ~~between floor levels or landings. The width of each landing shall not be less than the width of the stairway served. Every landing shall have a minimum dimension of 36 inches (914 mm) measured in the direction of travel.~~

2. A landing is not required 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.

A flight of stairs shall not have a vertical rise larger than 12 feet (3658 mm) between floor levels or landings. The width of each landing shall not be less than the width of the stairway served. Every landing shall have a minimum dimension of 36 inches (914 mm) measured in the direction of travel.

Section 312.1 is hereby amended to read as follows:

Section R312.1 Where Required. Guards shall be located along open-sided walking surfaces, ~~including stairs, ramps and landings that are located more than 30 inches (762mm) measured vertically to the floor or grade below. at any point within 36 inches (914mm) horizontally to the edge of the open side.~~ Insect screening shall not be considered as a guard.

Section R313 is hereby deleted in its entirety.

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

Section R314.3 -- Location. Smoke alarms shall be installed in the following locations:

* * *

3. On each additional story of the dwelling, including basements but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level. In dwelling units

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

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 all buildings. In addition to the provisions of this chapter, the design and construction of foundations in areas prone to flooding as established by Table R301.2(1) shall meet the provisions of Section R324 the Fargo Flood Proofing Code (Article 21-06) and any other applicable requirements of the city of Fargo. Wood foundations shall be designed and installed in accordance with AF&PA PWF.

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

R401.3 Drainage. Surface drainage shall be diverted to a storm sewer conveyance or other approved point of collection ~~so as to not create a hazard.~~ Lots shall be graded to drain surface water away from foundation walls. ~~The grade shall fall 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), the final grade shall slope away from the foundation at a minimum slope of 5 percent and the water shall be directed to drains or swales to ensure drainage away from the structure. Swales shall be sloped a minimum of 2 percent when located within 10 feet (3048mm) of the building foundation. Impervious surfaces within 10 feet (3048mm) of the building foundation shall be sloped a minimum of 2 percent away from the building.~~

OFFICE OF THE CITY ATTORNEY
 FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section R403.1.4.1, Exceptions 1, 2 and 3, are hereby amended to read as follows:

Section R403.1.4.1 -- Frost protection

Exceptions: 1. Protection of freestanding accessory structures with an area of ~~600 square feet (37 m²)~~ or less of light framed construction and an eave height of 10 feet (3048 mm) or less shall not be required.

2. Protection of freestanding, accessory structures with an area of 400 square feet (37 m²) or less, of other than light-framed 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.

Table R404.1.2(10), referred to in Section 404.1.2, is added 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.

OFFICE OF THE CITY ATTORNEY
 FARGO, NORTH DAKOTA

ORDINANCE NO. _____

		#5 @ 26" o.c.
--	--	---------------

Notes:

1. Chart is based on an active soil pressure of 45 pounds per cubic foot (pcf).
2. Reinforcing steel shall be ASTM A615 Fy – 60,000 pounds per square inch (psi).
3. The vertical reinforcing bars are to be located on the inside face.
4. Minimum concrete strength $F_c^1 = 3,000$ pounds per square inch (psi).
5. Backfill shall not be placed until first floor framing and sheathing is installed and fastened or adequately braced and the concrete floor slab is in place or the wall is adequately braced.

Table R404.1.2(11), referred to in Section 404.1.2, is added as follows:

Table R404.1.2(11)
 Foundation Wall Reinforcing

Active Pressure = 65 pcf

Minimum Reinforcement for Concrete Foundation Walls		
Wall Height (h) Feet	Wall Thickness (t) Inches	Vertical Reinforcing
8	8	#4 @ 18" o.c. #5 @ 26" o.c. #6 @ 40" o.c.
	10	#4 @ 24" o.c. #5 @ 36" o.c. #6 @ 52" o.c.
9	8	#4 @ 12" o.c. #5 @ 18" o.c. #6 @ 26" o.c.
	10	#4 @ 16" o.c. #5 @ 24" o.c. #6 @ 36" o.c.
10	10	#4 @ 12" o.c. #5 @ 18" o.c.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

		#6 @ 24" o.c.
--	--	---------------

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

Notes:

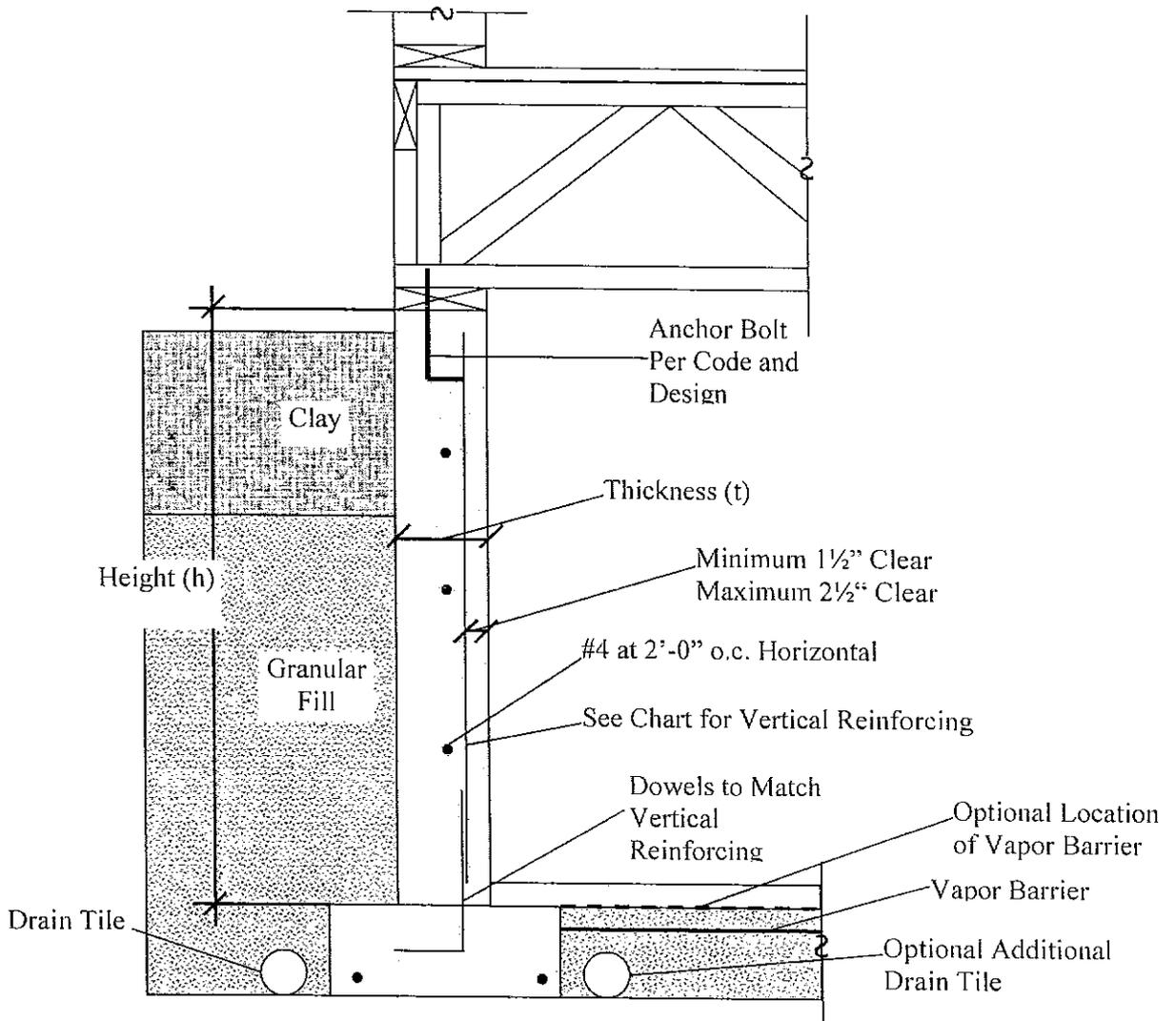
1. Chart is based on an active soil pressure of 65 pounds per cubic foot (pcf).
2. Reinforcing steel shall be ASTM A615 Fy – 60,000 pounds per square inch (psi).
3. The vertical reinforcing bars are to be located on the inside face.
4. Minimum concrete strength $F_c^l = 3,000$ pounds per square inch (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.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

FIGURE R404.1.2(1), referred to in Section 404.1.2

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

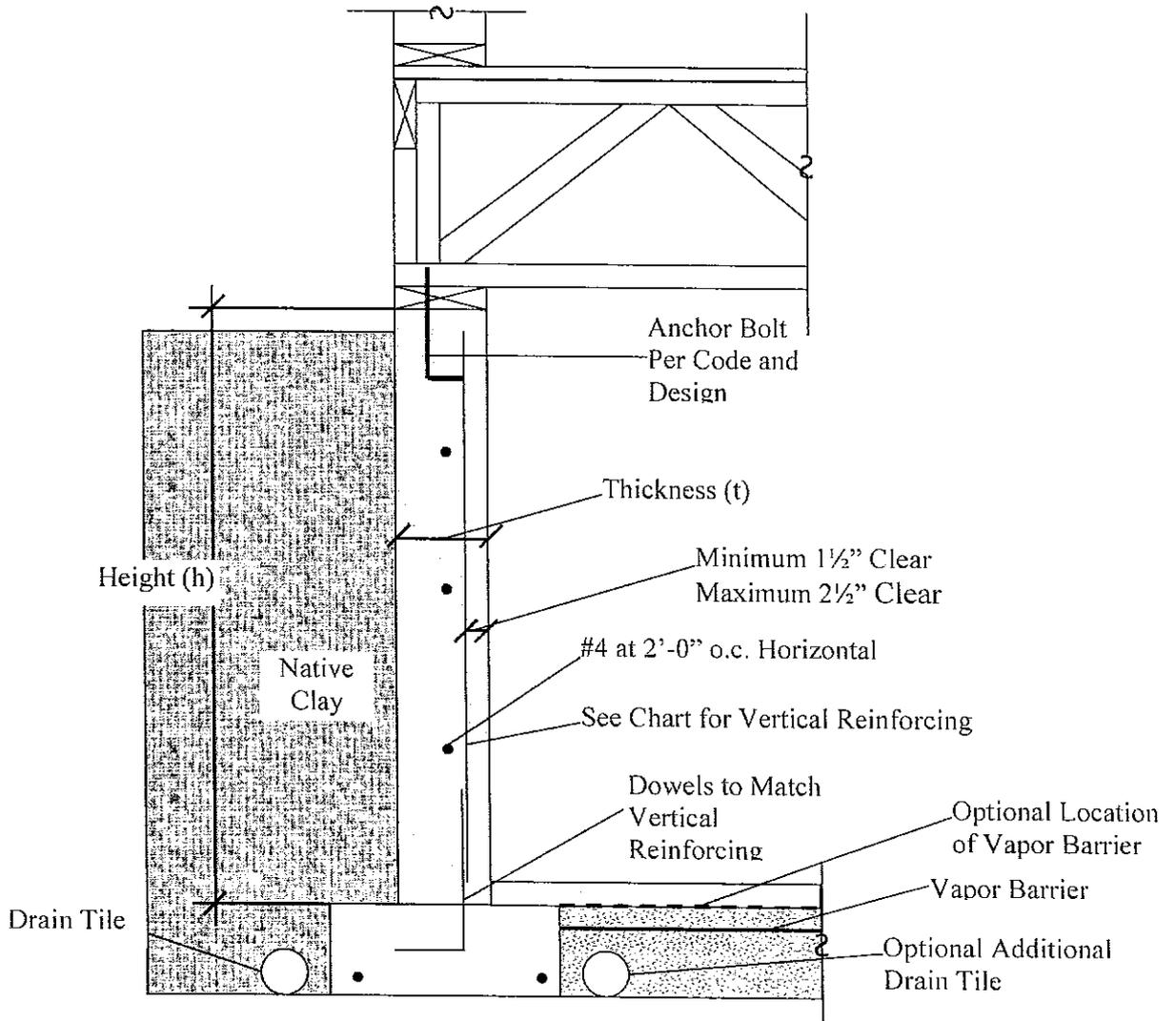


OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

FIGURE R404.1.2(2) referred to in Section 404.1.2

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23



OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

Section R404.1.2.2 is hereby amended to read as follows:

R404.1.2.2 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), R404.1.2(10) or R404.1.2(11)~~. Vertical reinforcement for flat *basement* walls retaining 4 feet (1219 mm) or more of unbalanced backfill is permitted to be determined in accordance with Table R404.1.2(9) and Figures 404.1.2(1) and 404.1.2(2). For *basement* walls supporting above-grade concrete walls, vertical reinforcement shall be by Tables R404.1.2(2) through R404.1.2(8) or by Section R611.6 for the above-grade wall. In buildings assigned to Seismic Design Category D0, D1 or D2, concrete foundation walls shall also comply with Section R404.1.4.2.

Section R405.2.3 is hereby amended to read as follows:

Section R405.2.3 - Drainage system

In other than Group I soils, a sump shall be provided to drain the porous layer and footings. The sump shall be at least ~~24 inches (610 mm)~~ 18 inches in diameter or ~~20 inches square (0.0129m²)~~ 16 inches square, shall extend at least 24 inches (610 mm) below the bottom of the basement floor and shall be capable of positive gravity or mechanical drainage to remove any accumulated water. The drainage system shall discharge into an approved sewer system or to daylight.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 **Section R506.2.3** is hereby amended to add an exception 5 to read as follows:

2 Exceptions:

3 ***

4 5. For attached garages.

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

6 **Section R602.10 Wall bracing.** Buildings shall be braced in accordance with this section. Where a building, or portion thereof, does not comply with one or more of the bracing requirements in this section, those portions shall be designed and constructed in accordance with Section R301.1.

9 **Exceptions:**

- 10 1. Detached one- and two-family *dwelling*s located in Seismic Design Category C are exempt from the seismic bracing requirements of this section. Wind speed provisions for bracing shall be applicable to detached one- and two-family *dwelling*s.
- 11 2. The wall bracing requirements of section R602.10 of the 2006 International Residential Code may be used as an alternative to this section.

15 **Section R703.6.2** is hereby amended to read as follows:

16 **Section R703.6.2 – Plaster.** Plastering with portland cement plaster shall be not less than three coats when applied over metal lath or wire lath and shall be not less than two coats when applied over masonry, concrete, pressure-preservative treated wood or decay-resistant wood as specified in Section R319.1 or gypsum backing. If the plaster surface is completely covered by veneer or other facing material or is completely concealed, plaster application need be only two coats, provided the total thickness is as set forth in Table R702.1(1). Approved decorative coatings applied to a concrete or masonry surface shall be installed in accordance with the manufacturer’s installation instructions.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 **Section R903.5 and Figure R903.5** are hereby deleted in their entirety.

2 **Section R905.2.5** is hereby amended to read as follows:

3 Fasteners for asphalt shingles shall be galvanized steel, stainless
4 steel, aluminum or copper roofing nails, minimum 12 gage [0.105
5 inch (2.67 mm)] shank with a minimum 3/8 inch (9.5 mm)
6 diameter head, ASTM F 1667, of a length to penetrate through the
7 roofing materials and a minimum of 3/4 inch (19.1 mm) into the
8 roof sheathing or other fasteners as approved by the building
official and shingle manufacturer. Where the roof sheathing is less
than 3/4 inch (19.1 mm) thick, the fasteners shall penetrate through
the sheathing. Fasteners shall comply with ASTM F 1667.

9 **Section R907** is hereby deleted in its entirety and relocated to the
Appendices as Appendix R.

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

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

12 **Section M1411.6** is hereby deleted in its entirety.

13 **Section M1502.4.4.1** is hereby amended read as follows:

14 **Section M1502.4.4.1. Specified Length.** The maximum length of
15 the exhaust duct shall be ~~25 (7620 mm)~~ 35 (10668 mm) feet from
16 the connection to the transition duct from the dryer to the outlet
17 terminal. Where fittings are used, the maximum length of the
18 exhaust duct shall be reduced in accordance with Table
M1502.4.4.1.

19 **Section M1601.4.9** is hereby deleted in its entirety.

20 **Section M1603** is amended to read :

21 M1603.1 General. The minimum unobstructed total area of
22 supply and return air ducts from a warm-air furnace shall be in

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 accordance with the manufacturer's installation instructions, but
2 shall not be less than 2 square inches (1290 mm sq) for each 1,000
3 Btu/h (293W) output rating of the furnace. The minimum
4 unobstructed total area of the supply and return air ducts from a
5 central air-conditioning unit and/or heat pump shall be in
6 accordance with the manufacturer's installation instructions, but
7 shall be not less than 6 square inches (3870 mm sq) for each 1,000
8 Btu/h (293W) nominal cooling output rating. Dampers, grilles, or
9 registers installed for the purpose of controlling the supply airflow
10 shall not be considered as obstructions.

6 **Section M1701.2.1** is hereby added to read as follows.

7 Section M1701.2.1 Attic spaces shall not be used as a source of
8 combustion air.

9 **Section M1801.1** is hereby amended to read as follows:

10 Section M1801.1 -- Venting required. Fuel-burning appliances
11 shall be vented to the outside in accordance with their listing and
12 label and manufacturer's installation instructions ~~except appliances~~
13 ~~listed and labeled for unvented use.~~ Venting systems shall consist
14 of approved chimneys or vents, or venting assemblies that are
15 integral parts of labeled appliances. Gas-fired appliances shall be
16 vented in accordance with Chapter 24.

15 **Section M2001.4** is hereby deleted in its entirety.

16 **Section M2101.3** is hereby amended to read as follows:

17 Section M2101.3 -- Protection of potable water. The potable water
18 system shall be protected from backflow in accordance with the
19 provisions listed in ~~Section P2902~~ the North Dakota State
20 Plumbing Code.

20 **Section M2101.10** is hereby amended to read as follows:

21 Section M2101.10 -- Tests. New ~~H~~hydronic piping shall be
22 isolated and tested hydrostatically at a pressure of not less than
23

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

100-pounds per square inch (psi) (689 kPa) for a duration of not less than 15 minutes.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

Section M2201.6 is hereby deleted in its entirety.

Section G2404.7 is hereby deleted in its entirety.

Section G2406.2 is hereby amended to read as follows:

Section G2406.2 (303.3) Prohibited locations. *Appliances* shall not be located in sleeping rooms, bathrooms, toilet rooms, storage closets or surgical rooms, or in a space that opens only into such rooms or spaces, except where the installation complies with one of the following:

1. The *appliance* is a direct-vent *appliance* installed in accordance with the conditions of the listing and the manufacturer’s instructions.
 2. *Vented room heaters, wall furnaces, vented decorative appliances, vented gas fireplaces, vented gas fireplace heaters and decorative appliances* for installation in vented solid fuel-burning *fireplaces* are installed in rooms that meet the required volume criteria of Section G2407.5.
 3. ~~A single wall-mounted unvented room heater is installed in a bathroom and such unvented room heater is equipped as specified in Section G2445.6 and has an input rating not greater than 6000 Btu/h (1.76kW). The bathroom shall meet the required volume criteria of Section G2407.5.~~
 4. ~~A single wall-mounted unvented room heater is installed in a bedroom and such unvented room heater is equipped as specified in Section G2445.6 and has an input rating not greater than 10,000 Btu/h (2.93kW). The bedroom shall meet the required volume criteria of Section G2407.5.~~
- § 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 G2407.6.

Figures G2407.6.1(1) AND G2407.6.1(2) are hereby deleted in their

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

entirety.

1 **Figure G2407.6.2** is hereby amended to delete the reference to an
2 alternate opening location.

3 **Section G2407.11** is hereby amended to delete item number 5 as follows:

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

6 ***

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

8 **Section G2413.5** is hereby amended to read as follows:

9 Section G2413.5 (402.5) Allowable pressure drop. The design
10 pressure loss in any piping system under maximum probable flow
11 conditions, from the point of delivery to the inlet connection of the
12 appliance, shall be such that the supply pressure at the appliance is
13 greater than or equal to the minimum pressure required by the
14 appliance but such pressure loss shall not be greater than .5 inch
15 water column.

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

17 Section G2417.4.1 (406.4.3) -- Test pressure. The test pressure to
18 be used shall not be less than one and one half times the proposed
19 maximum working pressure, but not less than 3 25 psig (~~20 kPa~~
20 ~~gauge~~), irrespective of design pressure. Where the test pressure
21 exceeds 125 psig (~~862 kPa gauge~~), the test pressure shall not
22 exceed a value that produces a hoop stress in the piping greater
23 than 50 percent of the specified minimum yield strength of the
pipe.

24 **Section G2419.2** is hereby amended to read as follows:

25 Section G2419.2 -- 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~~

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

of condensate will shut off the flow of gas before the condensate will run back into the meter.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

Section G2425.8 is hereby amended to read as follows:

Section G2425.8 (501.8) Equipment not required to be vented.

The following *appliances* shall not be required to be vented:

1. Ranges.
2. Built-in domestic cooking units listed and marked for optional venting.
3. Hot plates and laundry stoves.
4. *Type 1 clothes dryers* (*Type 1 clothes dryers* shall be exhausted in accordance with the requirements of Section G2439).
5. Refrigerators.
6. Counter *appliances*.
7. ~~Room heaters listed for unvented use.~~

Where the *appliances* listed in Items 5 ~~through 7~~ and 6 above are installed so that the aggregate input rating exceeds 20 *Btu* per hour per *cubic foot* (207 W/m³) of volume of the room or space in which such *appliances* are installed, one or more shall be provided with venting *systems* or other *approved* means for conveying the *vent gases* to the outdoor atmosphere so that the aggregate input rating of the remaining *unvented appliances* does not exceed 20 *Btu* per hour per *cubic foot* (207 W/m³). Where the room or space in which the *appliance* is installed is directly connected to another room or space by a doorway, archway or other opening of comparable size that cannot be closed, the volume of such adjacent room or space shall be permitted to be included in the calculations.

Section G2425.12 is hereby amended to read as follows:

Section 2425.12 Residential and low-heat appliances flue lining systems. Flue lining systems for use with residential-type and low-heat appliances shall be limited to the following:

1. Clay flue lining complying with the requirements of ASTM C 315 or equivalent when each appliance connected into the masonry chimney has a minimum input rating greater

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

than 400,000 Btu/h. Clay flue lining shall be installed in accordance with Chapter 10.

- 2. Listed chimney liner systems complying with UL 1777.
- 3. Other approved materials that will resist, without cracking, softening, or corrosion, flue gases and condensate at temperatures up to 1800 F (982 C).
 - a. Aluminum (1100 or 3003 alloy or equivalent) not less than 0.032 inches thick up to 8 inches in diameter.
 - b. Stainless steel (304 or 430 alloy or equivalent) not less than 26 gauge (0.018 inches thick) to 8 inches in diameter or not less than 24 gauge (0.024 inches thick) 8 inches in diameter and larger.

When a metal liner is used other than a listed chimney liner a condensation drip tee shall be installed and supported in an approved manner.

Section G2427.5.2 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 NFPA211 and shall be lined ~~with approved clay flue lining, a listed chimney lining system or other approved material that will resist corrosion, erosion, softening or cracking from vent gases at temperatures up to 1,800°F (982°C)~~ as per G2425.12.

Exception: Masonry *chimney* flues serving listed gas *appliances* with *draft hoods*, Category I *appliances* and other gas *appliances* listed for use with Type B vents shall be permitted to be lined with a *chimney* lining system specifically listed for use only with such *appliances*. The liner shall be installed in accordance with the liner manufacturer’s installation instructions. A permanent identifying attached at the point where the connection is to be made to the liner. The label shall read: “This *chimney* liner is for *appliances* that burn gas only. Do not connect to solid or liquid fuel-burning appliances or incinerators.”

Section G2442.6 is hereby amended to read as follows:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 Section G2442.6 (618.6) -- Screen. Required outdoor air inlets
2 shall be covered with a screen having ¼ inch (6.4 mm) openings.
3 Required outdoor air inlets serving a nonresidential portion of a
4 building shall be covered with screen having openings larger than
5 ¼ inch (6.4 mm) and not larger than ± ½ inch (~~25 mm~~).

6 **Section G2445** is hereby deleted in its entirety.

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

8 Section 2. Penalty.

9 A person who willfully violates this ordinance is guilty of an infraction.
10 Every person, firm or corporation violating an ordinance which is punishable as
11 an infraction shall be punished by a fine not to exceed \$500.00; the court to have
12 power to suspend said sentence and to revoke the suspension thereof.

13 Section 3. Effective Date.

14 This ordinance shall be in full force and effect from and after its passage,
15 approval and publication, but not prior to October 1, 2010.

16 _____
17 (SEAL)

18 Attest:

19 _____
20 Steven Sprague, City Auditor

21 _____
22 Dennis R. Walaker, Mayor

23 First Reading:

Second Reading:

Final Passage:

Publication:

a4

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 21.2-01 OF CHAPTER 21.2
OF THE FARGO MUNICIPAL CODE RELATING TO
THE INTERNATIONAL EXISTING BUILDING CODE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

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. Amendment.

Article 21.2-01 of Chapter 21.2 of the Fargo Municipal Code is hereby amended 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

ARTICLE 21.2-01

Section
21.2-0101 Adoption of International Existing Building Code by Reference

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

21.2-0102 Amendment to International Existing Building Code

1 21.2-0101. Adoption of International Existing Building Code by reference.--There
2 is hereby adopted by reference by the board of city commissioners, for the purpose of
3 prescribing regulations governing standards, relative to existing buildings in the city of
4 Fargo, that certain code known as the International Existing Building Code recommended
5 and compiled by the International Code Council, ~~2006~~2009 edition, a copy of which is on
6 file in the office of the city auditor, and the same is hereby adopted and incorporated as
7 fully as if set out in length herein, and from the date on which this ordinance shall take
8 effect, the provisions thereof shall be controlling within the limits of the city, and within
9 the extra-territorial jurisdiction of the city.

7 21.2-0102. Amendment to International Existing Building Code.--The
8 International Existing Building Code as adopted in Section 21.2-0101 is hereby changed
9 and amended as follows:

10 Section 101.1 is hereby amended to read as follows:

11 **101.1 Title.** These regulations shall be known as the *Existing Building*
12 *Code* of [NAMEOFJURISDICTION], the city of Fargo hereinafter
13 referred to as "this code."

13 **Section 104.2.1.1** is hereby amended to read as follows:

14 **104.2.1.1 Building evaluation.** The *code official* is authorized to require
15 an *existing building* to be investigated and evaluated at the owner's
16 expense by a registered design professional based on the circumstances
17 agreed upon at the preliminary meeting. The design professional shall
18 notify the *code official* if any potential nonconformance with the
19 provisions of this code is identified.

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

19 **104.8 Liability.** The building official, member of the board of appeals or
20 employee charged with the enforcement of this code. While acting for the
21 jurisdiction in good faith and without malice in the discharge of the duties
22 required by this code or other pertinent law or ordinance, shall not thereby
23 be rendered liable personally and is hereby relieved from personal liability
for any damage accruing to persons or property as a result of any act or by

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 reason of an act or omission in the discharge of official duties. Any suit
2 instituted against an officer or employee because of an act or omission
3 performed by that officer or employee in the lawful discharge of duties
4 and under the provisions of this code shall be afforded all the immunities
5 and defenses provided by applicable local, state or federal laws ~~and shall~~
6 ~~be defended by legal representative of the jurisdiction until the final~~
7 ~~termination of the proceedings.~~ The building official or any subordinate
8 shall not be liable for cost in any action, suit or proceeding that is
9 instituted in pursuance of the provisions of this code.

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

16 **Section 104.10.1** is deleted in its entirety.

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

18 **Section 105.2**--Work exempt from permit. Exemptions from *permit* requirements
19 of this code shall not be deemed to grant authorization for any work to be done in
20 any manner in violation of the provisions of this code or any other laws or
21 ordinances of this jurisdiction. *Permits* shall not be required for the following:

22 Building:

2. Fences not over 6 8.5 feet high.

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

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

12. Window awnings ~~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~~
of group R-3 and U occupancies.

14. Reroofing.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 201.3 is hereby amended to read as follows:

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the other *International Codes*, such terms shall have the meanings ascribed to them in those codes.

Wherever the term “International Plumbing Code” and/or the “International Private Sewage Disposal Code” is used it shall mean the North Dakota State Plumbing Code. Wherever the term “ICC Electrical Code” is used it shall mean the National Electric Code together with the North Dakota State Wiring Standards. Wherever the term “Flood Hazard Area” is used, it shall mean the Fargo Flood Plain Management ordinance together with the Flood Proofing Code of the city of Fargo, North Dakota.

Section 501.3 is hereby deleted in its entirety.

Section 606.3, 606.3.1 and 606.3.2 are hereby deleted in their entirety.

Section 1003.5 is hereby deleted in its entirety.

Section 1201.2 is hereby amended to read as follows:

1201.2 Conformance. Buildings to be moved within this jurisdiction shall comply with provisions of this Chapter. Buildings to be moved into this jurisdiction shall comply with the provisions of the International Codes for new buildings and shall be certified as to that compliance by an agency approved by the code official. The building shall be safe for human occupancy as determined by the *International Fire Code* and the *International Property Maintenance Code*. Any repair, alteration, or change of occupancy undertaken within the moved structure shall comply with the requirements of this code applicable to the work being performed. Any field fabricated elements shall comply with the requirements of the *International Building Code* or the *International Residential Code* as applicable.

Section 1202.6 is hereby deleted in its entirety.

Section 1301.2 is hereby amended to read as follows:

[B] 1301.2 Applicability. Structures existing prior to 1952. ~~{DATE TO BE INSERTED BY THE JURISDICTION}~~.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. 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 \$500.00; the court to have power to suspend
said sentence and to revoke the suspension thereof.

4 Section 3. Effective Date.

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

7 _____
Dennis R. Walaker, Mayor

8 (SEAL)
9 Attest:

First Reading:
Second Reading:
Final Passage:
Publication:

10 _____
Steven Sprague, City Auditor

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

95

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

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. Amendment.

Section 30-0106 of Article 30-01 of Chapter 30 of the Fargo Municipal Code is hereby amended 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.

The International Mechanical Code, sponsored by the International Code Council Conference of Building Officials, 2006~~2009~~ edition, is hereby adopted as the mechanical code for the city of Fargo, with the following amendments:

Section 101.1 Title. These regulations shall be known as the *Mechanical Code of city of Fargo* hereinafter referred to as "this code."

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Sections 103.1, 103.2 and 103.3 are hereby deleted in their entirety.

Section 104.8 is hereby enacted to read as follows:

Section 104.8 Liability. The code official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act 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 applicable local, state or federal laws. 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 106.4.8 is hereby deleted in its entirety.

Section 106.5.2 Fee schedule. The fees for mechanical work shall be as indicated in the following schedule as established by resolution of the board of city commissions of the city of Fargo.

Section 106.5.3 Fee refunds. The code official shall be authorized to order the refunding of fees as follows.

1. The full amount of any fee paid hereunder which was erroneously paid or collected.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

- 2. Not more than 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 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 201.3 is hereby amended as follows:

Section 201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the *International Building Code*, *International Fire Code*, *International Fuel Gas Code*, ICC National Electrical Code *and North Dakota State Wiring Standards* or the *International North Dakota State Plumbing Code* as adopted by the city of Fargo, such terms shall have meanings ascribed to them as in those codes.

Section 305.4 is hereby amended as follows:

Section 305.4 Interval of support. Piping shall be supported at distances not exceeding the spacing specified in Table 305.4, or in accordance with MSS SP-69.

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:

Section 307.2.2 Drain pipe materials and sizes. Components of the condensate disposal system shall be cast iron, galvanized steel, copper, cross-linked polyethylene, polybutylene, polyethylene, ABS, CPVC or PVC pipe or tubing. All components shall be selected for the pressure and temperature rating of the installation. Joints and connections shall be made in accordance with the applicable provisions of ~~Chapter 7 of the~~ *International the North Dakota State Plumbing Code* relative to the material type. Condensate waste and drain line size shall be not less than

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 3/4-inch (19 mm) internal diameter and shall not decrease in size from the
2 drain pan connection to the place of condensate disposal. Where the drain
3 pipes from more than one unit are manifolded together for condensate
4 drainage, the pipe or tubing shall be sized in accordance with Table
5 307.2.2.

6 **Section 508.2** is hereby amended as follows:

7 **Section 508.2 Compensating hoods.** Manufacturers of compensating
8 hoods shall provide a label indicating minimum exhaust flow and/or
9 maximum makeup airflow that provides capture and containment of the
10 exhaust effluent. Short circuit compensating hoods are prohibited.

11 **Section 508.2.1** is hereby enacted to read as follows:

12 **Section 508.2.1 Compensating Hood Make-up Air.** Compensating
13 hoods shall extract at least 40% of the required exhaust air flow from the
14 kitchen area.

15 **Section 701.2** is hereby enacted as follows:

16 **Section 701.2 Attic space.** Attic space shall not be used for combustion
17 air

18 **Section 1104.2** is hereby amended to enact the following new third exception:

19 3. If an existing refrigerating system is replaced or if an existing
20 refrigeration plant is increased by not more than 50% of its original
21 capacity, but not more than 100 tons per system using a non-flammable
22 class A1 or B1 refrigerant and the refrigeration machinery room was not
23 provided in the original installation prior to 1994, a refrigeration
machinery room shall not be required. If the existing refrigeration is not
located in general machinery room separated from occupied spaces, a
refrigeration machinery room shall be provided. The space containing the
refrigeration machinery shall meet the requirement of Section 1104.3.4,
protection room refrigerant decomposition, and Section 1105.3 requiring
refrigerant detection. If the requirements of 1104.3.4 and 1105.3 cannot be
met, a refrigeration machinery room shall be provided.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. 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 \$500.00; the court to have power to suspend
said sentence and to revoke the suspension thereof.

4 Section 3. Effective Date.

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

7
8
9 _____
Dennis R. Walaker, Mayor

10 (SEAL)

11 Attest:

First Reading:
Second Reading:
Final Passage:
Publication:

12 _____
13 Steven Sprague, City Auditor

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

96

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 30.1-01 OF CHAPTER 30.1
OF THE FARGO MUNICIPAL CODE
RELATING TO THE INTERNATIONAL FUEL GAS CODE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

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. Amendment.

Chapter 30.1 of the Fargo Municipal Code is hereby amended 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

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 30.1-0101. Adoption of International Fuel Gas Code by Reference.—There is hereby
2 adopted by reference by the Board of City Commissioners, for the purpose of prescribing
3 regulations governing standards, relative to housing in the City of Fargo, that certain code known
4 as the International Fuel Gas Code ~~recommended and compiled~~ sponsored by the International
5 Conference of Building Officials International Code Council, being particularly the ~~2006~~ 2009
6 Edition thereof, a copy of which is on file in the office of the City Auditor, and the same is
7 hereby adopted and incorporated as fully as if set out in length herein, and from the date on
8 which this ordinance shall take effect, the provisions thereof shall be controlling within the limits
9 of the city, and within the extra-territorial jurisdiction of the city.

10 30.1-0102. Amendment to International Fuel Gas Code.—The International Fuel Gas
11 Code as adopted in Section 30.1-0101 is hereby changed and amended as follows:

12 **Sections 103.2 and 103.3** Are here by deleted in their entirety:

13 **Section 103.4** is amended to read as follows:

14 **Section 103.4 Liability.** The code official, member of the board of appeals or
15 employee charged with the enforcement of this code, while acting for the
16 jurisdiction in good faith and without malice in the discharge of the duties
17 required by this code or other pertinent law or ordinance, shall not thereby be
18 rendered liable personally, and is hereby relieved from all personal liability for
19 any damage accruing to persons or property as a result of an act or by reason of an
20 act or omission in the discharge of official duties.

21 Any suit instituted against any officer or employee because of an act performed
22 by that officer or employee in the lawful discharge of duties and under the
23 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 106.5.8 Is hereby deleted in its entirety:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 **Section 106.6.2 Fee schedule.** The fees for mechanical work shall be as indicated in the
2 ~~following~~ schedule established by resolution of the Fargo board of city commissioners.

3 **Section 106.6.3** is hereby amended as follows:

4 **Section 106.6.3 Fee refunds.** The code official ~~shall~~ is authorized to order the
5 refunding of fees as follows.

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

13 The code official shall not authorize the refunding of any fee paid, except upon
14 written application filed by the original permittee not later than 180 days after the
15 date of fee payment.

16 **Section 303.3** Is hereby amended to read as follows:

17 **Section 303.3 Prohibited locations.** Appliances shall not be located in sleeping
18 rooms, bathrooms, toilet rooms, storage closets or surgical rooms, or in a space
19 that opens only into such rooms or spaces, except where the installation complies
20 with one of the following:

- 21 1. The *appliance* is a direct-vent *appliance* installed in accordance with the
22 conditions of the listing and the manufacturer's instructions.
- 23 2. Vented room heaters, wall furnaces, vented decorative appliances, vented gas
fireplaces, vented gas fireplace heaters and decorative appliances for installation
in vented solid fuel-burning fireplaces are installed in rooms that meet the
required volume criteria of Section 304.5
- ~~3. A single wall mounted unvented room heater is installed in a bathroom and such
unvented room heater is equipped as specified in Section 621.6 and has an input
rating not greater than 6,000 Btu/h (1.76 kW). The bathroom shall meet the
required volume criteria of Section 304.5.~~

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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.

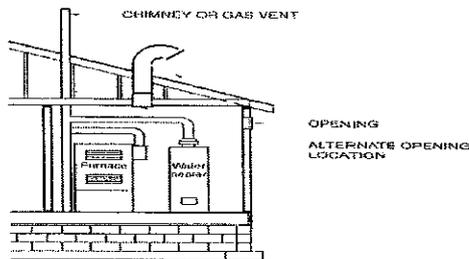
Section 304.6.1 is hereby amended to read as follows:

304.6.1 Two-permanent-openings method. Two permanent openings, one commencing within 12 inches (305 mm) of the top and one commencing within 12 inches (305 mm) of the bottom of the enclosure, shall be provided. The openings shall communicate directly, or by ducts, with the outdoors or spaces that freely communicate with the outdoors. 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 mm²/kW) of total input rating of all appliances in the enclosure. [see Figures 304.6.1(1) and 304.6.1(2)]. Where communicating with the outdoors through horizontal ducts, each opening shall have a minimum free area of not less than 1 square inch per 2,000 Btu/h (1,100 mm²/kW) of total input rating of all appliances in the enclosure [see Figure 304.6.1(3)].

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:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 **Section 304.6.2 One-permanent-opening method.** One permanent opening,
2 commencing within 12 inches (305 mm) of the top of the enclosure, shall be
3 provided. The *appliance* shall have clearances of at least 1 inch (25 mm) from the
4 sides and back and 6 inches (152 mm) from the front of the *appliance*. The
5 opening shall directly communicate with the outdoors or through a vertical or
6 horizontal duct to the outdoors, ~~or spaces that freely communicate with the~~
7 outdoors (see Figure 304.6.2) and shall have a minimum free area of 1 square inch
8 per 3,000 Btu/h (734mm²/kW) of the total input rating of all appliances located in
9 the enclosure and not less than the sum of the areas of all vent connectors in the
10 space.

11 **Section 304.11 (5)** is hereby amended as follows

- 12 5. Ducts shall not be screened ~~where terminating~~ terminate in an attic
13 space.

14 **Section 403.3** is hereby amended as follows:

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

21 **Section 403.10.1.1** is hereby amended to read as follows:

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

24 **Section 403.10.4** is hereby amended to read as follows:

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

27 **Section 406.4** is hereby amended to read as follows:

28 **Section 406.4 Test pressure measurement.** Test pressure shall be measured with
29 a manometer or with a pressure-measuring device designed and calibrated to read,

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 record or indicate a pressure loss caused by leakage during the pressure test
2 period. The source of pressure shall be isolated before the pressure tests are
3 made. ~~Mechanical gauges used to measure test pressures shall have a range such
4 that the highest end of the scale is not greater than five times the test pressure.~~
5 Dial gauges used to measure test pressures shall be performed with gauges of 2
6 psi incrimination or less and have a range not exceeding 100 psi unless otherwise
7 approved.

8 **Section 406.4.1** is hereby amended to read as follows:

9 **Section 406.4.1 Test pressure.** The test pressure to be used shall be no less than
10 1 1/2 times the proposed maximum working pressure, but not less than 3 psig (20
11 kPa gauge), 25 psig irrespective of design pressure. Where the test pressure
12 exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that
13 produces a hoop stress in the piping greater than 50 percent of the specified
14 minimum yield strength of the pipe.

15 **Section 408.2** is hereby amended to read as follows:

16 **Section 408.2 Drips.** Where wet gas exists, a drip shall be provided at any point
17 in the line of pipe where condensate could collect. ~~A drip shall also be provided at
18 the outlet of the meter and shall be installed so as to constitute a trap wherein an
19 accumulation of condensate will shut off the flow of gas before the condensate
20 will run back into the meter.~~

21 **Section 411.2** is hereby amended to read as follows:

22 **Section 411.2 Manufactured home connections.** Manufactured homes shall be
23 connected to the distribution *piping* system by ~~one of the following materials:~~
24 1. ~~Metallc pipe in accordance with Section 403.4.~~
25 2. ~~Metallc tubing in accordance with Section 403.5.~~
26 3. *Listed and labeled* connectors in compliance with ANSI Z21.75/CSA 6.27 and
27 installed in accordance with the manufacturer's installation instructions.

28 **Section 415.1** is hereby amended to add the following:

29 **Section 415.1 Interval of support.** *Piping* shall be supported at intervals not
30 exceeding the spacing specified in Table 415.1. Spacing of supports for CSST
31 shall be in accordance with the CSST manufacturer's instructions.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 In addition to the requirements of Table 415.1. piping and tubing shall be
2 supported within 2 feet of every bend or angle.

3 **Section 501.8** is hereby amended by deleting item 8 and renumbering as follows:

- 4 8. ~~Room heaters listed for unvented use.~~
5 9. **8.** Direct-fired makeup air heaters.
6 10. ~~9.~~ Other appliances *listed* for unvented use and not provided with flue collars.
7 11. ~~10.~~ Specialized appliances of limited input such as laboratory burners and gas lights.

8 **Section 501.12** is hereby amended to read as follows:

9 **Section 501.12 Residential and low-heat appliances flue lining systems.**

10 Flue lining systems for use with residential-type and low-heat appliances shall be
11 limited to the following:

- 12 1. Clay flue lining complying with the requirements of ASTM C 315 or equivalent
13 when each appliance connected into the masonry chimney has a minimum input
14 rating greater than 400,000 Btu/h. Clay flue lining shall be installed in accordance
15 with the *International Building Code*.
16 2. *Listed* chimney lining systems complying with UL1777.
17 3. Other *approved* materials that will resist, without cracking, softening or corrosion,
18 flue gases and condensate at temperatures up to 1,800°F (982°C)
19 a. Aluminum (1100 or 3003 alloy or equivalent) not less than 0.032 inches
20 thick to 8 inches diameter.
21 b. Stainless steel (304 or 430 alloy or equivalent) not less than 26 gauge
22 (0.018 inches thick) to 8 inches diameter or not less than 24 gauge (0.024 inches
23 thick) 8 inches diameter and larger.

When a metal liner is used other than a listed chimney liner a condensation drip
tee shall be installed and supported in an approved manner.

Section 503.5.3 is hereby amended to read as follows:

503.5.3 Masonry chimneys. Masonry chimneys shall be built and installed in
accordance with NFPA 211 and shall be lined with ~~approved~~ clay flue lining, a
~~listed chimney lining system or other approved material that will resist corrosion,~~
erosion, softening or cracking from vent gases at temperatures up to 1,800°F
(982°C). as per sec. 501.12.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 503.5.6.1 is hereby amended to read as follows:

Section 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 621 is hereby deleted in its entirety.

Section 2. 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 \$500.00; the court to have power to suspend said sentence and to revoke the suspension thereof.

Section 3. Effective Date.

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

Dennis R. Walaker, Mayor

(S E A L)

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

97

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 31-01 OF CHAPTER 31
OF THE FARGO MUNICIPAL CODE RELATING TO
THE INTERNATIONAL PROPERTY MAINTENANCE CODE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

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. Amendment.

Article 31-01 of Chapter 31 of the Fargo Municipal Code is hereby amended 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

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 Conference of Building Officials, being particularly the 2006~~2009~~ edition thereof, a copy of which

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 is on file in the office of the city auditor, 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
3 ordinance shall take effect, the provisions thereof shall be controlling within the
4 limits of the city, and within the extra-territorial jurisdiction of the city.

5 31.0102. Amendment to International Property Maintenance Code.--The
6 International Property Maintenance Code as adopted in §31-0101 is hereby changed
7 and amended as follows:

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

9 **101.1 Title.** These regulations shall be known as the Property Maintenance
10 Code of ~~[NAME OF JURISDICTION]~~ the City of Fargo, hereinafter referred
11 to as "this code".

12 **Section 102.3** is hereby amended to read as follows:

13 **102.3 Application of other codes.** Repairs, additions or alterations to a
14 structure, or changes of occupancy, shall be done in accordance with the
15 procedures and provisions of ~~the International Building Code, International
16 Fuel Gas Code, International Mechanical Code and NFPA 70~~ all applicable
17 ordinances adopted by the City of Fargo. ~~Nothing in this code shall be
18 construed to cancel, modify or set aside any provision of the International
19 Zoning Code.~~

20 **Section 103.5** is hereby amended to read as follows:

21 **103.5 Fees.** The fees for activities and services performed by the department in
22 carrying out its responsibilities under this code shall be as indicated in the following
23 schedule:

- 24 A. Initial Inspection. - No charge
- 25 B. First Re-inspection. - No charge
- 26 C. Second Re-inspection. - As to the second re-inspection, a fee of \$100
- 27 D. Third Re-inspection. - As to the third re-inspection, a fee of \$100
- 28 E. Fourth and continuing Re-Inspections. - As to the fourth and any
29 subsequent re-inspection, a fee of \$100

30 **Section 111.2** first sentence is hereby amended to read as follows:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 **111.2 Membership of board.** The board of appeals shall consist of a
2 ~~minimum of three~~ five members who are qualified by experience and training
3 to pass on matters pertaining to property maintenance and who are not
4 employees of the jurisdiction.

5 ***

6 **Section 111.2.1** first sentence is hereby amended to read as follows:

7 **111.2.1 Alternate members.** The ~~chief appointing authority~~ Board of City
8 Commissioners shall appoint ~~two~~ one or more alternate members who shall be
9 called by the board chairman to hear appeals during the absence or
10 disqualification of a member.

11 ***

12 **Section 111.6** is hereby amended to read as follows:

13 **111.6 Board decision.** The board shall modify or reverse the decision of the
14 code official only by a concurring vote of a ~~majority of the total~~ four
15 appointed board members.

16 ***

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

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

23 **Section 201.3** is hereby amended to add the following:

201.3 Terms defined in other codes. Where terms are not defined in this code and
are defined in the International Building Code, International Fire Code, International
Zoning Code, International Plumbing Code, International Mechanical 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. Throughout
this code, wherever reference is made to the ICC Electrical Code, it shall be taken to

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

mean the National Electrical Code together with the North Dakota State Wiring Standards.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

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 determined by the Fargo health department. All 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 insert the dates April 1st and October 31st.

Section 602.2 exception is hereby deleted.

Section 602.3 is hereby amended to read as follows:

602.3 Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling unit, rooming unit, dormitory or guestroom on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat ~~during the period from (date) to (date)~~ to maintain a temperature of not less than 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. ~~The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the International Plumbing Code.~~

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

~~2. In areas where the average monthly temperature is above 30°F (-1°C) a minimum temperature of 65°F (18°C) shall be maintained.~~

1
2 **Section 603.2** is hereby amended to read as follows:

3 **603.2 Removal of combustion products.** All fuel-burning equipment and appliances shall be connected to an *approved* chimney or vent.

4 ~~**Exception:** Fuel burning equipment and appliances which are *labeled* for unvented operation.~~

6 **Section 704.4** is hereby amended to as follows:

7 **704.4 Interconnection.** Where more than one smoke alarm is required to be installed by this code within an individual *dwelling unit* in Group R-2, R-3, R-4 and in dwellings not regulated as Group R occupancies, the smoke alarms shall be interconnected and installed in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed as required by the International Residential Code and International Building Code.

12 **Exceptions:**

- 13 1. ~~Interconnection is not required in buildings which are not undergoing alterations, repairs or construction of any kind.~~
- 14 2. ~~Smoke alarms in existing areas are not required to be interconnected where alterations or repairs do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available which could provide access for interconnection without the removal of interior finishes.~~

17 Section 2. Penalty.

18 A person who willfully violates this ordinance is guilty of an infraction. Every
19 person, firm or corporation violating an ordinance which is punishable as an infraction shall
20 be punished by a fine not to exceed \$500.00; the court to have power to suspend said
21 sentence and to revoke the suspension thereof.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. Effective Date.

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

Dennis R. Walaker, Mayor

(SEAL)

Attest:

First Reading:
Second Reading:
Final Passage:
Publication:

Steven Sprague, City Auditor

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23



OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

AN ORDINANCE AMENDING SECTION 12-0105 OF ARTICLE 12-01
AND SECTION 12-0201 OF ARTICLE 12-02 OF CHAPTER 12
OF THE FARGO MUNICIPAL CODE
RELATING TO DOGS AND CATS

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 purposes; and,

WHEREAS, the Board of City Commissioners deems it necessary and appropriate to implement revisions to the City of Fargo dog and cat ordinances by the adoption of this ordinance;

NOW, THEREFORE, Be It Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. Amend.

Section 12-0105 of Article 12-01 of Chapter 12 of the Fargo Municipal Code is amended to read as follows:

12-0105. Running at large prohibited.--

- A. Every person having the custody or control of any dog or cat shall prevent said animal from leaving the property limits of its owner or keeper without being effectively restrained by a chain or leash not exceeding six feet in length, or, within a vehicle being driven or parked on the street. In the event any such dog or cat is found at large, the owner, custodian or keeper of such animal shall be guilty of a violation of this section.
- B. Every person having custody or control of a leashed animal on property other than his own shall be equipped to, and collect said animal's solid waste when eliminated.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

C. Intentionally left blank.

1 CD. Every female dog or cat in heat shall be kept confined in a building or secure
2 enclosure or in a veterinary hospital or boarding kennel in such manner that
3 such dog or cat cannot come in contact with another dog or cat except for
4 breeding purposes.

5 DE. Any dog or cat that is determined by the Fargo police department to be
6 habitually at large is declared to be a public nuisance. The owner, custodian
7 or keeper of any such animal shall be notified of said determination in
8 writing and, upon request of the humane officer, shall surrender such animal
9 for purposes of placement or destruction; provided, however, any said
10 owner, custodian or keeper of any such animal shall have ten days from the
11 receipt of notification to appeal to the Fargo municipal court and a hearing
12 shall be held. In the event that the court affirms the determination of the
13 police department, the court shall:

- 14 1. Order the confinement of such animal within a building or
15 secure enclosure, said animal not to be removed from such
16 building or enclosure without being effectively restrained by
17 chain or leash not exceeding six feet in length; or
- 18 2. Order the surrender of such animal to the humane society or
19 other animal placement organization for purposes of
20 placement or destruction.

21 EF. The owner, custodian or keeper of any animal which has bitten or scratched
22 a human being or other animal, or which is suspected by the humane officer,
23 health officer, or other appropriate city official, of having rabies, shall, in
addition to any action or remedy otherwise provided in this article,:

1. At the request of such official, confine any said animal for 10
days in a suitable secure enclosure or, if deemed necessary by
said official, in the animal pound.
2. Immediately notify the Fargo police department if any said
animal escapes during the above-mentioned 10-day period.
3. Make any and all reports requested in reference to the general
health and medical history of said animal.
4. Surrender any said animal for such medical tests as are
deemed necessary and submit said animal to treatment, or in
the alternative, for destruction.

FG. The provisions of this ordinance shall not apply to any dogs owned by the
city of Fargo or any other political subdivision and used for law enforcement
purposes.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Amend.

Section 12-0201 of Article 12-02 of Chapter 12 of the Fargo Municipal Code is amended to read as follows:

12-0201. Unlawful to keep vicious animal. ~~Any~~ No person or persons in the city, being the owner or keeper of any dangerous, vicious, mischievous, or unruly animal and knowing said animal to be such, shall allow or permit the same to be or run at large; provided, however, that dangerous or potentially dangerous dogs are subject to the provisions of Section 12-0117.

* * *

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 \$500.00; 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.

Dennis R. Walaker, Mayor

(SEAL)

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

99

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN MGB FIRST ADDITION, 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 proposed rezoning of certain parcels of land lying in the proposed MGB First Addition, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on March 10, 2010; and,

WHEREAS, the rezoning changes were approved by the City Commission on June 1, 2010,

NOW, THEREFORE,

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

Section 1. The following described property:

Lot Two (2), Block Four (4), MGB First Addition, situate in the County of Cass and State of North Dakota,

is hereby rezoned from "AG", Agricultural, District to "MR-1", Multi-Dwelling, District; and

Lot One (1), Block Four (4), and all of Block Five (5), MGB First Addition, situate in the County of Cass and State of North Dakota,

is hereby rezoned from "AG", Agricultural, District to "MR-3", Multi-Dwelling, District; and

Lots Three (3) through Sixteen (16), Block One (1); Lots Four (4) through Fifteen (15), Block Four (4); and all of Blocks Two (2), Three (3), Seven (7), Eight (8) and Nine (9), MGB First Addition, situate in the County of Cass and State of North Dakota,

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

Lots One (1) and Two (2), Block One (1); and Lots Sixteen (16) and Seventeen (17), Block Four (4); and all of Block Six (6), MGB First Addition, situate in the County of Cass and State of North Dakota,

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

Lot Seventeen (17), Block One (1); and Lot Three (3), Block Four (4), MGB First Addition, situate in the County of Cass and State of North Dakota,

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

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

Dennis R. Walaker, Mayor

(SEAL)
Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

6

CITY OF FARGO
 YEAR TO DATE - BUDGET TO ACTUAL
 FOR THE MONTH OF MAY 2010
 (PRELIMINARY DRAFT UNAUDITED)

	2010 BUDGET	2010 ACTUAL	VARIANCE
REVENUES:			
310 Taxes	\$ 16,948,193	\$ 16,862,226	\$ (85,967)
320 Licenses & Permits	994,152	1,073,737	79,585
350 Fines & Traffic Tickets	965,410	959,758	(5,652)
330 Intergovernmental Revenue	5,977,537	5,923,211	(54,326)
340 Charges for Services	3,678,668	3,373,172	(305,496)
360 Interest	437,495	1,144,155	706,660
361/5 Miscellaneous Revenue	164,330	150,786	(13,544)
370 Police RRRDC	-	-	-
390 Other Financing Sources	4,027,360	3,743,686	(283,674)
TOTAL REVENUES:	\$ 33,193,145	\$ 33,230,731	\$ 37,586
EXPENDITURES:			
0500 City Administrator	2,263,385	\$ 1,697,384	\$ 566,001
1000 Finance	3,188,472	2,372,571	815,901
2000 Planning & Development	3,082,668	2,862,515	220,153
3000 Public Works	4,636,162	4,454,995	181,167
4000 Fire Department	3,999,466	3,847,286	152,180
5000 Police	5,587,644	5,341,341	246,303
6000 Health	3,153,505	2,859,789	293,716
7000 Library	1,234,185	1,092,838	141,347
8001 Commission	229,030	201,542	27,488
8005 Civic Center	197,750	206,332	(8,582)
8540 Social Services	301,000	294,845	6,155
8541 Homeless Shelter / Detox	215,389	280,002	(64,613)
8550 Capital Outlay	1,123,600	206,372	917,228
8570 Contingency	-	28,259	(28,259)
9001 Transfers	612,610	436,421	176,189
TOTAL OF EXPENDITURES	\$ 29,824,866	\$ 26,182,492	\$ 3,642,374
EXCESS REV OVER (UNDER) EXPENDITURES	\$ 3,368,279	\$ 7,048,239	\$ 3,679,960



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

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



M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH BACHMEIER
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 2, 2009

RE: CONTRACT FOR SIGNATURE

The attached contract with Fargo Public Schools is for nursing services for Special Education services for summer school 2010.

No budget adjustment is required for this contract.

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

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

RB/la
Enclosure

FARGO PUBLIC SCHOOLS

SPECIAL SERVICES

415 NORTH 4TH STREET
FARGO, NORTH DAKOTA 58102
701-446-1012
Fax: 701-446-1200



SERVICE AGREEMENT

AGENCY OFFERING SERVICE:

FARGO CASS PUBLIC HEALTH, 401 3RD AVENUE NORTH,
FARGO ND 58102-0483

GENERAL NATURE OF SERVICE TO BE PROVIDED:

EXTENDED SCHOOL YEAR NURSING CARE SERVICES FOR SPECIAL EDUCATION STUDENTS.

AGREEMENT DURATION PERIOD: JUNE 14, 2010 THROUGH JULY 29, 2010

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

- A. The agency identified above shall provide the following services:
 - 1. Consultation, evaluation and patient services for special education students with unique health services identified as related special education nursing services in student Extended School Year educational plans.
 - 2. Upon request, assistance with the design of health protocols for specific special education students.
- B. The District shall reimburse the Agency identified above as follows for expenses associated with this agreement:
 - 1. Time Period/Rate – The services requested shall be limited to 24 days. Any service needs required beyond that time allocation shall be subject to approval by the District and Agency administrative representatives.
Registered Nurse 10 hours/week for 6 weeks @ \$32.00/hour
 - 2. Medicaid Claims – The District shall process all Medicaid claims for eligible students served through this agreement.
 - 3. Service Cost – The maximum cost of the services provide will be \$1,920.00.
 - 4. Payment Schedule – Payments shall be made to the Agency upon receipt of monthly billing statements which contain the names of students served, dates, amount and type of service provided. Final billing must be received by August 15, 2010.
- C. The agency agrees that all terms and conditions specified in an existing contract with the District shall be applicable to this service agreement.

APPROVED AND EXECUTED THIS _____, 2010.

FARGO PUBLIC SCHOOLS By: _____

Title: Assistant Supt.

FARGO CASS PUBLIC HEALTH By: Ruth Bahmeier

Title: Director of Public Health

By: _____

Title: Mayor, City of Fargo



d

Office of the Chief of Police

June 8, 2010

Board of City Commissioners
City Hall
Fargo, ND 58102

RE: Inter-Local Agreement between the City of Fargo, City of West Fargo, and Cass County
Relative to Department of Justice Assistance Grant (JAG) - 2010-H6626-ND-DJ
CFDA # 16.738

Dear Commissioners:

The US Department of Justice has tentatively awarded the Fargo Police Department, West Fargo Police Department, and Cass County Sheriff's department \$115,951 in grant funding through a Justice Assistance Grant (JAG). In order to receive the funding, the three governmental subdivisions must agree on how the funds are appropriated. As an aside, Cass County has agreed to be the fiscal agent and manage the grant.

The three law enforcement agencies are considering several spending options for the funds. Attached for your review and approval is a draft of an inter-local agreement that will need to be signed at a later date in order for the JAG funds to be accepted. There is no local match funding required for this grant.

Recommended Motion:

I recommend the City Commission accept the inter-local agreement with the City of West Fargo and Cass County.

Please contact me if you have any questions or concerns relative to this issue.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith A. Ternes".

Keith A. Ternes
Chief of Police

*Draft copy
do not sign
S. Lynk*

THE STATE OF NORTH DAKOTA

County of Cass

INTERLOCAL AGREEMENT
BETWEEN THE CITIES OF FARGO, ND, WEST FARGO, ND AND THE COUNTY
OF CASS, ND

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT (JAG) PROGRAM

This agreement is made and entered in to this 7th day of June, 2010 by and between the COUNTY of CASS, acting by and through its governing body, the County Commission, hereinafter referred to as COUNTY, and the CITY OF FARGO, acting by and through its governing body, the City Commission, hereinafter referred to as FARGO, and the CITY OF WEST FARGO, acting by and through it governing body, the City Commission, hereinafter referred to as WEST FARGO, all of Cass County, State of North Dakota, witnessed:

WHEREAS, this Agreement is made under the authority of NDCC 11-9.1 Home Rule Counties and NDCC 40-05.1 Home Rule in Cities: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make the performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of each parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the COUNTY agrees to provide FARGO \$103,342.00 from the JAG award for the Program: and

WHEREAS, COUNTY agrees to provide WEST FARGO \$12,609.00 from the JAG award for the Program: and

WHEREAS, COUNTY, FARGO, and WEST FARGO, believe it is in their best interests to allocate the JAG funds as stipulated and to utilize said funds in a collaborative program benefiting all three parties.

WHEREAS, COUNTY, FARGO and WEST FARGO agrees that the COUNTY will serve as the applicant/fiscal agent for the joint funds.

NOW THEREFORE, the COUNTY, FARGO, and WEST FARGO agree as follows:

Section 1.

COUNTY agrees to transfer to FARGO the sum of \$103,342.00 or purchase on their behalf in the amount of \$103,342.00 for the Program on or before 30 September 2014.

COUNTY agrees to transfer to WEST FARGO the sum of \$12,609.00 or purchase on their behalf in the amount of \$12,609.00 for the Program on or before 30 September 2014.

Section 2.

Nothing in the performance of this agreement shall impose any liability for claims against COUNTY, FARGO or WEST FARGO other than claims for which liability may be imposed by the North Dakota State Tort Claims Act NDCC 32-12.2.

Section 3.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the service by the other parties.

Section 4.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this agreement.

Section 6.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein. This Agreement shall not create any rights in any party not a signatory hereto.

CITY OF FARGO

CITY OF WEST FARGO

Dennis Walaker, Mayor

Rich Mattern, Mayor

Pat Zavoral, City Manager

Jim Brownlee, City Manager

ATTEST:

Witness

APPROVED AS TO FORM

Fargo City Attorney

COUNTY OF CASS

Darrell Vanyo, Chairman

ATTEST:

Michael Montplaisir, Auditor

Witness

APPROVED AS TO FORM

West Fargo City Attorney

APPROVED AS TO FORM

Cass County State's Attorney



MEMORANDUM

DATE: June 10, 2010
TO: City Commission
FROM: Dan Mahli, Senior Planner, Community Development
RE: Sale of Neighborhood Stabilization Program property – 222 21st Avenue North and 2910 10th Street North

The Neighborhood Stabilization Program (NSP) purchase rehab projects at 222 21st Avenue North and 2910 10th Street North are nearing completion and staff proposes listing the properties for sale. Sale proceeds will be returned to the NSP fund and the program income will be used for other projects to address foreclosed, vacant and abandoned properties in the future. The properties at 222 21st Avenue North and 2910 10th Street North will be made available to qualified households under the Neighborhood Stabilization Program guidelines and the deeds will restrict use of the properties to owner-occupancy.

222 21st Avenue North – \$139,900

This is an NSP Purchase Rehab property. When the property was purchased, it was foreclosed, abandoned and the toughest looking house on the block. The rehab converted this property into a nice single-family home, with three bedrooms, a full bathroom, kitchen, dining and living room, with rough-ins that allow for an additional bedroom and a ¾ bath in the basement.

2910 10th Street North – \$139,900

When this NSP Purchase Rehab property was purchased by the City, it was a rundown abandoned and foreclosed property across the street from an elementary school. The rehab converted this property back into a single-family home with four bedrooms, a full bathroom, kitchen, dining and living rooms and finished basement.

Recommended Action: Agree to the above-described list prices for the NSP Purchase Rehab properties at 222 21st Avenue North and 2910 10th Street North.





Finance Office

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

A handwritten signature in black ink, enclosed in a large, hand-drawn circle.

MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: Software License Agreement with Profit Stars Corporation

DATE: June 9, 2010

The City would like to enter into an agreement with Profit Stars Corporation for software licensing. Profit Stars provides high speed scanning software that assists in payment processing. The City of Fargo currently uses the software to process their utility bills and auto issue parking tickets. The City would like to extend the service to include processing past due parking tickets. We will be able to save staff time and increase accuracy once this system is in place.

Recommended Motion:

Please approve the software licensing agreement with Profit Stars to provide payment processing software.

May 26, 2010

Attn: Steven Sprague
City of Fargo
200 3rd Street N
Fargo, ND 58102

Dear Steven:

Enclosed for your records, please find your fully executed contract.

We thank you for your continued business. If you have any questions or require further assistance, please do not hesitate to contact your Sales Consultant.

Sincerely,

Racene King
Admin Sales Support Rep
ProfitStars

Enclosure(s)



Profit

**ADDENDUM TO
AUDIOTEL CORPORATION
SOFTWARE LICENSE AGREEMENT**

OFFICE ADDRESS OF JHA:

Jack Henry & Associates, Inc.
663 Highway 60 • P. O. Box 807
Monett, MO 65708

DATE: May 20, 2010

NAME AND ADDRESS OF CUSTOMER:

City of Fargo
200 3rd Street N.
Fargo, ND 58102

AudioTel Corporation ("AudioTel"), a former wholly-owned subsidiary of **Jack Henry & Associates, Inc.** ("JHA") and **City of Fargo** ("Customer") have previously entered into an AudioTel Corporation Software License Agreement dated July 3rd, 2008 (the "Agreement"), under which Customer acquired licenses of certain AudioTel software products and third party software products ("Software") and related maintenance and professional services for the Software. AudioTel is no longer an operational legal entity. JHA now provides the Software to AudioTel customers through its ProfitStars Division.

Customer wishes to acquire additional Software product licenses which are identified in Exhibit A to this Addendum. JHA and Customer agree to incorporate the Software products, maintenance support and professional services identified in Exhibit A to this Addendum within the scope of the terms and conditions of the Agreement, as may be specifically modified or supplemented by this Addendum.

Contractual notices relating to the Agreement, including this Addendum and any future addenda executed between the parties against the Agreement which are sent by Customer to JHA, shall be directed to the following address:

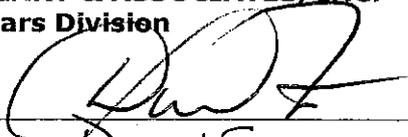
Jack Henry & Associates, Inc.
663 West Highway 60
Monett, MO 65708
Attention: Legal Department

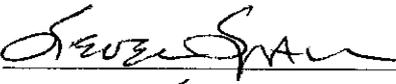
This Addendum is subject to the provisions of the Agreement. In the event of any conflict between the provisions of this Addendum and the Agreement, the provisions of this Addendum will govern and control.

In witness of this agreement, authorized representatives of the parties have signed this Addendum where provided below in duplicate copies.

JHA:
JACK HENRY & ASSOCIATES, INC.
ProfitStars Division

Customer:
City of Fargo

By: 
Printed Name: David Foss
Title: President
Date: 5/25/10

By: 
Printed Name: STEVEN SPRAGUE
Title: City Auditor
Date: 5/21/10

jSource: 67938
Account Manager: Travis Powell

EXHIBIT A

PRODUCTS AND SERVICES SCHEDULE

ProfitStars® RemitPlus® Software

Customer: City of Fargo, 200 3rd Street N., Fargo, ND 58102

1. **Products and Services:**

1.1 **Software License:** The following Software components are licensed by JHA to Customer for installation and internal use in Customer's production environment on Customer's computer system:

ProfitStars® RemitPlus Software: Annual License Fee Option

Description	# of Copies	Base Software License Fee	Software Installation Fee	Annual License Fee
JHA Software:				
RemitPlus® Software				
Additional Project (Per - Aug Notice)	1	\$2,000.00	\$250.00	\$400.00
Total Net Fees Due:		\$2,000.00	\$250.00	\$400.00

1.2 **Third Party Services:** The following Third Party Services are licensed by JHA to Customer for installation and internal use in Customer's production environment on Customer's computer system:

ProfitStars RemitPlus: Orbograph Convене Third Party Services

Description of Services	Install/One-Time Fee	Fee per 1,000 Key Strokes
Third Party Services:		
Orbograph Convене Checks	N/A	\$1.80
Orbograph Convене Forms	N/A	\$1.80

1.3 **Annual License Fee Option:**

(a) The Annual License Fee option allows Customer to acquire a License for the Software products listed in this Schedule on an annually renewable term basis. The Annual License Fee shown above includes Customer's licensed use of the Software in accordance with the licensing terms described in this Schedule and JHA's provision of standard Maintenance for the Software during the annual license term. All JHA Software and Third Party Software products shown in the table above are licensed by JHA to Customer on an Annual License Fee term basis, unless a different license term period is specified above. The initial Annual License Fee term will commence upon the following date:

- (1) If Customer has contracted for JHA to perform the installation of the Software at Customer's site, then the Annual License Fee term will commence on the date of completion of the Software installation verification process described in Section 14 (Installation Verification) of the Master Terms and Conditions of this Agreement.
- (2) If Customer has not contracted for JHA to perform the installation of the Software at Customer's site, then the Annual License Fee term will commence on the date that JHA's delivers the Software to Customer, or the date that Customer downloads the Software programs from JHA's FTP site, whichever is applicable.

(b) After completion of the initial Annual License Fee term, JHA reserves the right to prorate the Annual License Fee term so that it will commence on each July 1 thereafter. Approximately sixty (60) days in advance of the expiration of the current Annual License Fee term, JHA will issue an invoice to Customer for the next following Annual License Fee term, which will be due and payable by Customer no later than the first day of the next following Annual License Fee term. If Customer fails or declines to pay this renewal Annual License Fee term invoice received in a timely manner from JHA, then Customer's license of the Software shall automatically terminate without any notice or action by either party. In addition, either party may elect not to renew the Annual License Term applicable to any of the Software by giving the following advance written notice of non-renewal to the other party:

- (1) Notice of non-renewal by Customer to JHA: Thirty (30) days in advance of the expiration date of the current Annual License Fee term.
- (2) Notice of non-renewal by JHA to Customer: One hundred eighty (180) days in advance of the expiration date of the current Annual License Fee term, provided however that JHA shall

not exercise this right of non-renewal prior to the occurrence of at least three (3) full Annual License Fee terms for the Software affected.

(c) After completion of the initial Annual License Fee term, JHA reserves the right to increase the Annual License Fee applicable to the Software products and licenses covered by this Schedule with respect to any renewal Annual License Fee term by not more than ten percent (10%) over the then-current Annual License Fee. JHA shall deliver to Customer advance written notice of any such fee increase not less than ninety (90) days prior to the expiration of the then then-current Annual License Fee term.

1.4 RemitPlus Software License:

(a) Licensing and Pricing Metrics: JHA RemitPlus Software is licensed on the basis of two licensing metrics (the number of concurrent seats authorized to access and use the RemitPlus Software, and Item processing volume tier) and priced on the basis of the base Software license fee ("Base License Fee" or "BLF") shown above and a recurring renewable Annual License Fee shown above, for the cumulative volume of Items (defined below) which are processed during each Annual License Fee term of this License.

(1) Base License Tier: The Base License Fee is calculated initially on the basis of the maximum number of concurrent seats on workstation computers owned or leased by of Customer and its Affiliates that will be authorized to access and use the RemitPlus Software in their operations, which is determined as of the date of this License purchase. The license size of this maximum number of concurrent seats is identified in Section 1.1 above. For the purpose of this licensing calculation, a "seat" is defined as a single workstation computer on which the client version of the RemitPlus Software has been installed. The licensed number of concurrent seats represents the maximum number of seats that can simultaneously access and use the RemitPlus Software.

(2) Item Processing Volume Tier: If during the course of any Annual License Fee term Customer's use of the RemitPlus Software reaches the maximum limit of the Item processing volume tier license previously acquired by Customer, Customer will be required to purchase an Item processing volume tier license upgrade for the Remit Plus Software in order to enable the Remit Plus Software to process a higher volume tier of Items covering the remainder of the then-current Annual License Fee period and each renewal Annual License Fee term thereafter. The Remit Plus Software License upgrade fee payable by Customer in this instance will be priced at the then-current standard JHA Base Software license fee and Annual License Fee applicable to the higher tier volume of Items to be processed, as selected by Customer, against which will be applied a full credit of the Base Software License fee and the then-current Annual License Fee already paid by Customer, which amount will be prorated to cover the remaining period of the then-current Annual License Fee term.

(b) The term "Item" used in this licensing metric is defined as a single payment transaction processed by use of the RemitPlus Software, including one or more checks and one or more accompanying payment documents ("coupons"), such as payment stubs, deposit tickets and remittance coupons. The Item count is determined in accordance with the following principles:

(1) The primary determinant of the Item count in a single payment transaction is the number of checks being processed. One check equals one Item count, regardless of the number of coupons processed with the check. For example, processing one check with six coupons results in an Item count of one; processing six checks with one coupon results in an Item count of six.

(2) If only coupons and no checks are being processed as part of the payment transaction, then the determinant of the Item count in the payment transaction is the number of coupons being processed. For example, if no checks and six coupons are processed in a single payment transaction, the Item count equals six.

(c) Customer's failure to pay a Base License Fee upgrade fee or an Item Processing volume tier License upgrade fee when due will result in automatic termination of Customer's License of the Software.

(d) Projects: If a license for additional RemitPlus Projects is being purchased under this Exhibit as shown in Section 1 above, the following terms apply: The RemitPlus Software license shown above includes the right for Customer to deploy up to five (5) Projects using the RemitPlus Software. Deployment of additional Projects by Customer will require the purchase of a separate license upgrade of the RemitPlus Software.

(e) Lockbox Software: If a license to the RemitPlus Lockbox Software is being purchased under this Exhibit as shown in Section 1 above, the following terms apply: Customer's license to the Lockbox Software shall include the right by Customer to provide commercial lockbox processing services to its customers using the features and functions of the Lockbox Software. Customer shall not provide to its customers any direct access to the Lockbox Software programs, except to the extent such access to individual program features or functions by Customer's customers may be enabled by JHA in the Lockbox Software programs.

1.5 Third Party Software--Parascript Software License: If a license to the Parascript Software product(s) is being purchased under this Exhibit as shown in Section 1 above, the following terms apply:

(a) The Parascript Software (for which JHA is an authorized reseller) is owned by Parascript, LLC and sublicensed by JHA to Customer for Customer's use solely in conjunction with the JHA RemitPlus Software. The Parascript Software is licensed on the basis of the following licensing metrics:

- (1) The hardware platform upon which the Parascript Software will be installed and used (e.g. on a desktop scanner or on a server computer);
- (2) The number of copies of the Parascript Software to be installed by Customer on the designated hardware platform for use with the RemitPlus Software; and
- (3) The number of Counts processed by Customer using the Parascript Software during per each Year, calculated in accordance with the formula set forth in clauses (b) and (c) below.

(b) The term "Count" used in this licensing metric is defined and tracked by Parascript LLC and means a single instance in which the Parascript Software is used to read a character, field or document and results in a billable unit. A billable unit may also be a preset quantity of "Counts" (e.g. a volume tier). Parascript LLC has assigned Count values for individual field types which may be read on a document of a check or coupon being processed. Parascript LLC's schedule of Count values will be communicated to Customer on JHA's customer website; by publication in the Documentation that applies to the Parascript Software; or provided in a written document if requested by Customer. The term "Year" used in this licensing metric is defined as a 12 calendar month, which period is set by Parascript LLC in its license key for the Parascript Software.

(c) Each copy of the Parascript Software is licensed for Customer's use solely with the RemitPlus Software. Customer's installation and use of the Parascript Software with any other JHA or non-JHA Software product will require Customer's purchase of a separate Parascript Software license for such use.

1.6 Third Party Services--Orbograph Convene Services: If Customer accesses and utilizes the Orbograph Convene Services identified in Section 1.2 above, the following terms apply:

(a) The Orbograph Convene Services (for which JHA is an authorized reseller) is owned by Orbograph Ltd. ("Orbograph") and its licensors and is provided by Orbograph to Customer for Customer's use solely in its internal business operations and in conjunction with the Customer's licensed RemitPlus Software.

(b) The fees shown for the Orbograph Convene Services are calculated and billed by JHA to Customer on a calendar monthly basis, based on the number of key strokes actually processed by Customer using the Orbograph Convene Services.

(c) The following supplemental provisions are included in this Agreement or Addendum between JHA and Customer with regard specifically and solely to the Orbograph Convene Services:

- (1) All Intellectual property rights to the Orbograph Convene Services are owned exclusively by Orbograph and its licensors. Customer is granted the non-exclusive right to use the Orbograph Convene Services solely in conjunction with the licensed RemitPlus Software. Any other intended use of the Orbograph Convene Services requires the prior written approval of JHA or Orbograph and may be subject to the payment of additional fees for such additional use of the Orbograph Convene Services.
- (2) Orbograph has warranted to JHA and JHA warrants to Customer that the Orbograph Convene Services will conform in all material respects to the written descriptions and specifications published by Orbograph for the Orbograph Convene Services. Orbograph does not warrant that the operation of the Orbograph Convene Services will be error-free or will meet Customer's requirements. JHA's and Orbograph's sole responsibility and Customer's sole remedy under this warranty will be for Orbograph to repair or replace any Orbograph Convene Services which do not conform to the foregoing warranty and are confirmed by Orbograph to be defective. If Orbograph does not repair or replace the defective Orbograph Convene Services, Customer may terminate its use of the Orbograph Convene Services. JHA does not make or extend any other separate warranties, guarantees, indemnities or liabilities to Customer with respect to the Orbograph Convene Services. EXCEPT FOR THIS EXPRESS LIMITED WARRANTY, NEITHER JHA NOR ORBOGRAPH MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ORBOGRAPH CONVENE SERVICES, AND JHA AND ORBOGRAPH EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED OR ARISING BY STATUTE, CUSTOM OR TRADE USAGE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (3) IN NO EVENT SHALL EITHER JHA OR ORBOGRAPH BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR LOST DATA) OR ANY INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY KIND, EVEN IF JHA OR ORBOGRAPH HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL JHA'S OR ORBOGRAPH'S AGGREGATE LIABILITY IN CONNECTION WITH THE ORBOGRAPH CONVENE SERVICES FOR ALL CLAIMS (WHETHER IN CONTRACT, TORT, STATUTE OR OTHERWISE) EXCEED THE AMOUNTS PAID BY CUSTOMER TO JHA FOR THE ORBOGRAPH CONVENE SERVICES DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF SUCH CLAIM.
- (4) For the limited purpose of enforcing or protecting its rights to the Orbograph Convene Services directly against Customer, Orbograph and its licensors shall be an intended third

party beneficiary of this Agreement or Addendum between JHA and Customer. Customer acknowledges that Orbograph and its licensors shall have no responsibility or liability with regard to JHA's obligations to Customer under this Agreement or Addendum.

1.7 **Server-Based Software Licenses:** Unless otherwise specifically indicated in the table above or this Exhibit A, all JHA Software and Third Party Software products listed in the table above are for installation and use of the JHA Software and Third Party Software products on a server computer owned or controlled by Customer.

2. **Software Deliverables:** JHA will furnish to Customer one copy of the object code software programs of the JHA and Third Party Software product(s) listed above which will be installed on Customer's IBM-compatible computer, and one set of the standard software user documentation for the Software product(s). The installation location of the Software shall be at the address for Customer first shown above, unless a different address is indicated in this Addendum.

3. **Third Party Software Products:** If Third Party Software products are specified above, the Third Party Software products are owned and licensed by their respective owners, and Licensee's licensed right to use these software products will be governed by the software end-user license agreement accompanying the third party software programs, which includes the third party owner's standard product warranties, indemnities and liabilities applicable to its software product. JHA does not make or extend any separate product warranties, guarantees, indemnities or liabilities with respect to these third party software products.

4. **Professional Services:**

4.1 **Software Installation Services:** JHA shall perform the installation of the Software at Customer's location first identified above, commencing on a date mutually agreed by the parties. Customer shall be responsible for providing all hardware, other third party software, and internet/network/infrastructure components necessary to install and operate the Software products in its production environment, which shall be installed by Customer and operational as of the scheduled commencement date of the Software installation project. If contemporaneously with this Exhibit Customer has acquired hardware from JHA under a separate hardware purchase agreement upon which the Software will be installed, JHA will install this hardware as part of the Software installation project and fees quoted above.

4.2 **Reimbursable Travel Expenses:** The professional services fees quoted in this Exhibit do not include the reasonable reimbursable travel expenses of the JHA professional services personnel who travel to and from Customer's site to perform these services, which will be invoiced to and paid by Customer.

5. **Annual Software Maintenance Support:**

5.1 **JHA Software Products:** Upon payment of the Annual License Fee for the JHA Software, JHA will provide standard Maintenance for the JHA Software to Customer in accordance with the terms of the Agreement. The JHA customer support center for the Software products listed in Section 1 above will be available for the receipt and handling of Customer's Maintenance Services requests including Software Error reports during the following hours of operation:

Product Group	Hours of Operation
Remit Plus Software	8:30 am through 5:30pm, Central US time zone

All times listed are for Monday through Friday, excluding standard US banking holidays published by the US Federal Reserve System.

5.2 **Third Party Software Products:** In consideration of Customer's payment of the Annual License Fee for Third Party Software, JHA will provide the following standard Maintenance for the Third Party Software:

(a) The JHA customer support organization will receive and process Error incident reports submitted by Customer with regard to the operation of the Third Party Software, during the same hours of operation specified above for JHA Software. JHA will perform a basic level of Error troubleshooting and resolution activities with respect to Errors determined by JHA to be caused by the Third Party Software and escalate the Error incident to the owner of the Third Party Software for handling and resolution if the Error requires access to the source code of the Third Party Software or advanced technical expertise with the Third Party Software programs which is beyond JHA's technical competency to resolve.

(b) JHA will provide to Customer periodic standard Update releases of the Third Party Software issued by the owner of the Third Party Software to JHA, which have been tested and certified to interoperate with the RemitPlus Software.

6. **Payment Terms:** Customer shall pay the fees shown above to JHA, together with reimbursement of JHA's reasonable, actual out-of-pocket travel expenses incurred by its Professional Services personnel traveling to and from Customer's location to deliver the Professional Services specified in this Exhibit. These fees shall be due to JHA on the following schedule and paid by Customer within thirty (30) days following receipt of JHA's invoice:

Transaction	Payment Due by Customer
Base Software License Fees and Initial Annual License Fees	25% on the date of execution of this Agreement or Addendum
	75% on the Implementation Date
Professional Services Fees	100% on the Implementation Date

7. **Supplemental Terms and Conditions:** The following terms and conditions apply to the Software listed above:

7.1 **Remit Plus Software Products:**

- (a) The Software programs will be delivered by JHA to Customer in object code format only.
- (b) The initial License copy of the Software shall be installed and used by Customer solely in its production environment. In addition to this primary production License copy of the Software acquired by Customer, Customer may acquire from JHA additional License copies of the same Software product or product component for Customer's internal use in conjunction with its production environment License copy which the Customer will use (1) as additional production environment License copies, and/or (2) solely for non-production purposes, such as development, test or disaster recovery.
- (c) The Software requires the use of third party software, such as client and server operating systems, relational database systems, communications/networking systems, and internet browsers in order to be fully functional. In addition, the Software requires appropriate computer hardware with an adequate amount of memory as indicated in JHA's published specifications for the Software. Customer is responsible for obtaining and maintaining such hardware and third party software for use with the Software. Any purchase of the hardware and licensing of the third party software through JHA shall be documented in a separate hardware sales agreement executed between JHA and Customer.

< End of Exhibit A >

9

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS
FROM: PLANNING DIRECTOR JIM GILMOUR
DATE: JUNE 8, 2010
SUBJECT: AMENDMENT TO NDSU TRANSIT AGREEMENT FOR 2009-2010



There is a need to amend the transit agreement with NDSU for this past year.

Route 33 was added in August 2009 to provide improved service between the main NDSU campus, Klai Hall, and Richard H Barry Hall. We anticipated that at least two buses would be needed, and planned for a third bus in case ridership exceeded estimates. A third bus was required, and NDSU is willing to provide the additional funding to the City for these costs.

Based on the number of hours provided, and the additional capital cost for the new bus, another \$43,000 for operations and \$60,000 for capital are needed. NDSU will provide the additional funds during this school year.

RECOMMENDED MOTION: Approve an amendment to the Joint Powers Agreement with NDSU to provide the City of Fargo with an additional \$103,000.



C. Article 11, entitled "Notices" shall be amended to read as follows:

ARTICLE 11 – NOTICES

All notices herein required and any communications with respect to this Agreement shall be effected upon the mailing thereof, and addressed as follows:

NDSU

Mr. Rob Lynch
Parking and Transportation Manager
North Dakota State University
Box 5383
Fargo, ND 58105

City of Fargo

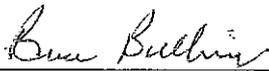
Ms. Julie Bommelman
Transit Administrator
Metro Area Transit Garage
650 23rd St. N.
Fargo, ND 58102

D. In all other respects, the Joint Powers Agreement for Transit Support shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective June 1, 2010.

North Dakota State University

City of Fargo



Bruce Bollinger
Vice President for Finance and Administration
Date: 6/7/10

Dennis Walaker, Mayor
Date: _____

Attest: City Auditor Date

(388) 6-8-10
 CR# 1827
 25.10
 hi
 CR

Name of Non-profit Organization Fargo Angels Youth Hockey		Date(s) of Activity 12-05-10 to 12-28-10	
Person Responsible for the Gaming Operation Shelley Graugue / Teri Lantz		Title Fundraising Committee	Business Phone Number 701-588-6126
Business Address 4 Briarwood Place	City Fargo	State ND	Zip Code 58104
Mailing Address (if different) Same	City	State	Zip Code
Name of Site Where Game(s) will be Conducted Sun Mart Centennial Arena		Site Address 1401 5th Ave N	
City Fargo	State ND	Zip Code 58102	County Cass
Check the Game(s) to be Conducted: <input type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input checked="" type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool			

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
Calendar Raffle	CASH	\$ 4,000			\$
(See attached for breakdown)					
Total:					(Limit \$12,000 per year) \$ 4,000⁰⁰

Intended uses of gaming proceeds: For youth hockey players in Angels Organizations

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

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.

PRIZE RESTRICTIONS:

A single cash prize cannot exceed \$4,000 and the total cash prizes for a raffle cannot exceed \$4,000 in one day.
 The retail value of a merchandise prize cannot exceed \$8,000.
 The total of all cash prizes and retail value of all merchandise prizes for all games cannot exceed \$12,000 per year.
 If the value of the planned cash and merchandise prizes exceeds \$12,000, the organization must reduce the prizes to this limit or apply for a state license with the Office of Attorney General

Signature of Organization's Top Executive Official 	Date 6-6-10	Title Board Pres.	Day time Phone Number 701.298.9277
--	-----------------------	-----------------------------	--

APPLICATION FOR A LOCAL PERMIT

City of Fargo
Rev. 12-09

OK 10-10-10
CR# 9574
25.00
[Signature]

Name of Non-profit Organization <i>Fargo Theatre Management Corporation</i>		Date(s) of Activity <i>Aug. 5, 2010 to Aug. 5, 2010</i>	
Person Responsible for the Gaming Operation <i>MARGIE BAILEY</i>		Title <i>Executive Director</i>	Business Phone Number <i>701-239-1385</i>
Business Address <i>314 Broadway</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>Fargo Theatre</i>		Site Address <i>314 Broadway, Downtown Fargo</i>	
City <i>Fargo North Dakota</i>	State <i>ND</i>	Zip Code <i>58102</i>	County <i>CASS</i>
Check the Game(s) to be Conducted: <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool			

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>1 yr. lease on ^{1st am. betel} Plus</i>	<i>\$5,000</i>			\$
Total:					(Limit \$12,000 per year) <i>\$ 5,000.00</i>

Intended uses of gaming proceeds: *to support the operations of the Fargo Theatre*

Does the organization presently have a state gaming license? No Yes - If "Yes," the organization is not eligible for a local permit and should call the Office of Attorney General at 1-800-328-9240.

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.

PRIZE RESTRICTIONS:

A single cash prize cannot exceed \$4,000 and the total cash prizes for a raffle cannot exceed \$4,000 in one day.
The retail value of a merchandise prize cannot exceed \$6,000.
The total of all cash prizes and retail value of all merchandise prizes for all games cannot exceed \$12,000 per year.
If the value of the planned cash and merchandise prizes exceeds \$12,000, the organization must reduce the prizes to this limit or apply for a state license with the Office of Attorney General

Signature of Organization's Top Executive Official <i>Margie Bailey</i>	Date <i>6/10/10</i>	Title <i>Executive Director</i>	Day time Phone Number <i>701-239-1385</i>
--	------------------------	------------------------------------	--

(1)

June 8, 2010

Board of City Commissioners
City Hall
200 North Third Street
Fargo, ND 58102

Dear Commissioners,

The Fargo Fire Department was awarded Homeland Security Grants in the amount of \$542,067.98 (CFDA No. 97.067) to enhance the capability of the fire department to respond to Chemical, Biological, Radiological and Explosive events and assist in response to such incidents in the surrounding area. The budget adjustment for these funds was approved by the city commission on Feb 8, 2010.

The Fargo Fire Department advertised for bids for three pieces of equipment to be purchased with this Grant. Request for bids was advertised May 17, and May 24, 2010. Bids were opened June 2, 2010.

Successful bidders were:

Ahura Scientific, Wilmington MA for a **First Defender XLS5** chemical identification system in the amount of \$52,000.00

Smith Detection, Danbury CT for a **HazmatID 360 System** with a 5 year maintenance agreement in the amount of \$76,000.00.

Smith Detection, Danbury CT for a **GasID System** with a 5 year maintenance agreement in the amount of \$76,000.00

Suggested Motion: Approve bids in the amount of \$204,000.00 for Hazardous Materials Response Equipment for Fire Department.

Sincerely,

Bruce Hoover
Bruce Hoover
Chief



j



Memorandum

Date: June 10, 2010
To: Board of Commissioners, City of Fargo
From: Robert C. Stein
Re: Stimulus Funded Lighting Upgrades – Change Order 1

At its March 8, 2010 meeting, the Fargo City Commission agreed to enter into a contractual agreement with Bergstrom Electric, Inc. for a total of \$108,100 for energy efficient upgrades at the Island Park Ramp, GTC Garage and Solid Waste Transfer Building. These upgrades are fully funded by an Energy Efficiency and Conservation Block Grant (EECBG) from the Department of Energy

Change Order 1 for \$2,595.28 includes an update to the 'A1' luminaires specified for the Solid Waste Transfer facility which was recommended by the lighting consultant, Ulteig Engineers. If accepted, this change will amend the contract amount to \$110,695.28. The bids for this project came in under budget; therefore, there are sufficient EECBG funds available for Change Order 1.

Suggested Action: to approve Change Order 1 for \$2,595.28 the Solid Waste Transfer facility lighting upgrades.



(K)

OFFICE OF THE CITY ATTORNEY

May 28, 2010

Board of City Commissioners
Fargo City Hall
200 North Third Street
Fargo, ND 58102

Re: SKA Investments, LLP – SID #5726

Dear Commissioners:

Enclosed please find a Relinquishment of Easement concerning property owned by SKA Investments, LLP located in Adams 5th Addition. The Engineers on this project wanted a smaller easement to allow for a building being constructed. A corrective easement has been executed and will be recorded at the same time as the relinquishment.

RECOMMENDED MOTION: I/we hereby move to approve the relinquishment of easement and that the Mayor and City Auditor be instructed to execute the same on behalf of the City of Fargo.

Respectfully submitted,

OFFICE OF THE CITY ATTORNEY

Garylle B. Stewart
Assistant City Attorney

GBS/amc
Enclosure
cc: Shawn Bullinger

\\solberg2003\data\us\igsbs\city\engineer (112)32nd ave s west side sanitary (sid #5726) - 497ltr to commission w relinq of ease (ska investments).doc



RELINQUISHMENT OF EASEMENT

WHEREAS, the CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, a municipal corporation was granted an easement by document dated May 29, 2009, (Document No. 1266496, recorded on 06/09/2009 at 8:00 a.m.) which included the hereinafter described property; and,

WHEREAS, the CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, a municipal corporation wishes to discharge the said easement of record and release the property to the present owner,

NOW, THEREFORE, CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, a municipal corporation does hereby release, terminate and relinquish the easement in the following described property:

A Twenty Foot (20.00') strip of land located in Lot Five (5), Block One (1), ADAMS FIFTH ADDITION to the City of Fargo, North Dakota, more particularly described as follows: Commencing at the Northeast corner of said Lot Five (5); thence S 87°38'18" W, on the North line of said Lot Five (5), a distance of Ten and One Hundredths Feet (10.01') to a point on the West line of an existing utility easement and the true point of beginning; thence Southwesterly on the West line of said existing utility easement, parallel with and offset Ten Feet (10.00') West of the East line of said Lot Five (5), an arc length of Sixty-one and Twenty-seven Hundredths Feet (61.27') on a non-tangential curve concave to the Northwest, having a radius of Ninety Feet (90.00'), a central angle of 39°00'22", and a long chord which bears S 13°37'00" W a distance of Sixty and Nine Hundredths Feet (60.09'); thence Southwesterly on the West line of said existing utility easement, parallel with and offset Ten Feet (10.00') West of the East line of said Lot Five (5), an arc length of Thirty-six and Sixty Hundredths Feet (36.60'), on a non-tangential curve concave to the Southeast, having a radius of Ninety-five Feet (95.00'), a central angle of 22°04'33", and a long chord which bears S 22°04'55" W a distance of Thirty-six and Thirty-eight Hundredths Feet (36.38'); thence S 82°08'39" W, a distance of Twenty and Ninety-three Hundredths Feet (20.93'); thence Northeasterly parallel with and offset Thirty Feet (30.00') West of the East line of said Lot Five (5), an arc length of Fifty-one and Nine Hundredths Feet (51.09') on a non-tangential curve concave to the Southeast, having a radius of One Hundred Fifteen Feet (115.00'), a central angle of 25°27'19", and a long chord which bears N 20°23'32" E, a distance of Fifty and Sixty-seven Hundredths Feet (50.67'); thence Northeasterly parallel with and offset Thirty Feet (30.00') West of the East line of said Lot Five (5), an arc length of Forty-eight and Eighty-nine Hundredths Feet (48.89') on a non-tangential curve concave to the Northwest, having a



ENGINEERING DEPARTMENT

200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: feng@cityoffargo.com

June 3, 2010

Board of City Commissioners
City of Fargo
200 North Third Street
Fargo, ND 58102

**Re: DB & MH Partnership, LLLP
Purchase Agreement – Easement
Improvement District #5803**

Dear Commissioners:

Enclosed and delivered to the Commission office is an original Purchase Agreement document for the acquisition of a Moorhead public service easement from DB & MH Partnership, LLLP in association with Improvement District #5803. Final purchase price for the aforesaid easement has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a Moorhead public service easement from DB & MH Partnership, LLLP in association with Improvement District #5803 and to execute a Purchase Agreement relating to the same and that the Mayor and City Auditor be instructed to execute the same on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,

Shawn G. Bullinger
Engineering Specialist

Enclosures

C: Gary Stewart
Brenda Derrig

Street Lighting
Sidewalks

Design & Construction
Traffic Engineering

Truck Regulatory
Flood Plain Mgmt.

Mapping & GIS
Utility Locations

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of May, 2010, by and between, **DB & MH PARTNERSHIP, LLLP**, hereinafter "Seller " and **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, hereinafter "City" and **MOORHEAD PUBLIC SERVICE COMMISSION**, a municipal utility of the City of Moorhead, Clay County, Minnesota, hereinafter "MPS".

WITNESSETH:

WHEREAS, Seller is the owner of real estate situated in the County of Cass and State of North Dakota, hereinafter "Property," described as indicated on the attached Exhibit "A"; and

WHEREAS, City has a project to improve 32nd Avenue South which involves relocation of the Moorhead Public Service electric transmission line; and

WHEREAS, City is acquiring additional easement rights under its agreement with Moorhead Public Service with said permanent easement to run directly from the landowner to Moorhead Public Service; and

WHEREAS, City desires to acquire a permanent easement which will run to Moorhead Public Service and pay Seller under the terms and conditions hereinafter stated.

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 an easement in the property described in Exhibit "A" attached hereto and incorporated herein by reference.

2. Purchase Price. The purchase price for the easement will be a total of One Hundred Forty-nine Thousand Twenty-three and 25/100 Dollars (\$149,023.25), which will be paid as follows:

Moorhead Public Service	\$45,761.62
City of Fargo	\$103,261.63

3. Payment and Purchase Price. The entire purchase price shall be payable in cash at closing.

4. Closing Date and Transfer of Possession. Closing of this transaction shall take place as soon as possible. Possession of the property shall be on or about the date of closing.

5. Title. MPS will take title in the easement as follows:

MOORHEAD PUBLIC SERVICE COMMISSION,
A municipal utility of the City of Moorhead, Clay County, MN

The City has prepared the permanent easement, a copy of which is attached hereto, and will pay the cost of recording the same.

6. Closing Costs. It is understood and agreed that as part of this transaction, each of the parties shall pay its own attorneys fees and all other closing costs (except those listed in this agreement).

DATED the day and year as set forth above.

DB & MH PARTNERSHIP, LLLP

THE CITY OF FARGO, NORTH DAKOTA,
a municipal corporation

By: 
Doris Borth

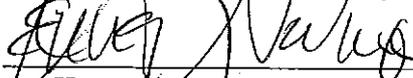
By: _____
Dennis R. Walaker, Mayor

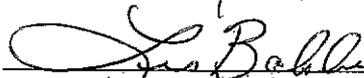
By: _____
Mary Ellen Hammerud

ATTEST:

Steven Sprague, City Auditor

MOORHEAD PUBLIC SERVICE
COMMISSION, a municipal utility of the
City of Moorhead, Clay County, MN

By: 
Kenneth J. Norman, President

By: 
Les Bakke, Secretary

3. Payment and Purchase Price. The entire purchase price shall be payable in cash at closing.

4. Closing Date and Transfer of Possession. Closing of this transaction shall take place as soon as possible. Possession of the property shall be on or about the date of closing.

5. Title. MPS will take title in the easement as follows:

MOORHEAD PUBLIC SERVICE COMMISSION,
A municipal utility of the City of Moorhead, Clay County, MN

The City has prepared the permanent easement, a copy of which is attached hereto, and will pay the cost of recording the same.

6. Closing Costs. It is understood and agreed that as part of this transaction, each of the parties shall pay its own attorneys fees and all other closing costs (except those listed in this agreement).

DATED the day and year as set forth above.

DB & MH PARTNERSHIP, LLLP

THE CITY OF FARGO, NORTH DAKOTA,
a municipal corporation

By: _____
Doris Borth

By: _____
Dennis R. Walaker, Mayor

By: Mary Ellen Hammerud
Mary Ellen Hammerud

ATTEST:

Steven Sprague, City Auditor

MOORHEAD PUBLIC SERVICE
COMMISSION, a municipal utility of the
City of Moorhead, Clay County, MN

By: Kenneth J. Norman
Kenneth J. Norman, President

By: Les Bakke
Les Bakke, Secretary

EXHIBIT "A"

LEGAL DESCRIPTION

A part of the unplatted Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty (20), Township One Hundred Thirty-nine (139) North, Range Forty-nine (49) West of the Fifth Principal Meridian, City of West Fargo, Cass County, North Dakota, more particularly described as follows:

Beginning at the Southeast corner of said Section Twenty (20); thence on an assumed bearing of N 02°28'56" W along the East line of said Section Twenty (20) a distance of One Hundred Forty-nine and Sixty Hundredths Feet (149.60'); thence on an assumed bearing of S 88°43'50" W, parallel to the South line of said Section Twenty (20), a distance of One Hundred and Two Hundredths Feet (100.02'); thence on an assumed bearing of S 83°58'33" W, a distance of Five Hundred Ninety-seven and Ninety-seven Hundredths Feet (597.97') to a point One Hundred Feet (100.00') North of the South line of said Section Twenty (20), as measured perpendicular to said South line; thence on an assumed bearing of S 88°43'50" W, parallel to said South line, a distance of One Thousand Nine Hundred Fifty-nine and Thirty-nine Hundredths Feet (1,959.39'), more or less, to the West line of said Southeast Quarter (SE $\frac{1}{4}$); thence on an assumed bearing of S 02°25'40" E, along said West line a distance of One Hundred and Two Hundredths Feet (100.02'), more or less, to the Southwest corner of said Southeast Quarter (SE $\frac{1}{4}$); thence on an assumed bearing of N 88°43'50" E, along said South line of Section Twenty (20) a distance of Two Thousand Six Hundred Fifty-six and Forty-seven Hundredths Feet (2,656.47'), more or less, to the point of beginning. Said part contains 285,395 square feet, more or less.



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. Type: Unbuildable Lots

Location: Riverwood 1922 First Addition Date of Hearing: 05/25/10
 4575, 4633, 4683, 4723, 4759
 and 4785 Riverwood Drive North

<u>Routing</u>	<u>Date</u>
City Commission	<u>06/14/10</u>
PWPEC File	<u>X</u>
Project File	<u>April Walker</u>
Petitioners	<u>Roger Hagen</u>
David W. Johnson	<u> </u>

The Committee reviewed the attached correspondence from Roger Hagen, Houston Engineering, concerning six lots in Riverwood 1922 First Addition. These six lots are being affected by a change in the location of the floodway line associated with the FEMA Flood Insurance Study (FIS) nearing completion. The floodway line is moved landward according to the FIS maps leaving insufficient lot depth remaining to build a house on, considering required front yard and floodway setback standards. Mr. Hagen states that lots 1 through 6 in Block 2 are now unbuildable. The City previously purchased Lot 5 (4633 Riverwood Drive North).

The developer may wish to use these unbuildable lots as part of a regional storm water retention basin to support the proposed development to the north or dedicate for park or green space purposes.

On a motion by Pat Zavoral, seconded by Bruce Hoover, the Committee voted to recommend Declaration of the six lots as unbuildable.

RECOMMENDED MOTION

Declare Lots 1-6 Block 2 Riverwood 1922 First Addition unbuildable.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	<u>N/A</u>	<u> </u>
Agreement for payment of specials required of developer	<u>N/A</u>	<u> </u>
50% escrow deposit required	<u>N/A</u>	<u> </u>

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
Pat Zavoral, City Administrator	<u>X</u>	<u>X</u>		
Jim Gilmour, Planning Director	<u>X</u>	<u>X</u>		
Bruce Hoover, Fire Chief	<u>X</u>	<u>X</u>		
Mark Bittner, City Engineer	<u>X</u>	<u>X</u>		
Bruce Grubb, Enterprise Director	<u>X</u>	<u>X</u>		
Ben Dow, Acting Director of Operations	<u>X</u>	<u>X</u>		
Steve Sprague, City Auditor	<u>X</u>	<u>X</u>		

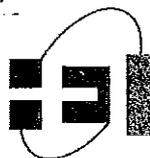
ATTEST:

Mark H. Bittner
 Mark H. Bittner
 City Engineer

Cc: Neil Graf

Fargo Corporate Office	701.237.5065	701.237.5101
------------------------	--------------	--------------

1401 21st Avenue North Fargo ND 58102



Houston Engineering Inc.

May 11, 2010

Mark Bittner
City of Fargo
Engineering Department
200 North 3rd Street
Fargo, ND 58102

April Walker
City of Fargo
Engineering Department
200 North 3rd Street
Fargo, ND 58102

**Subject: Riverwood 1922 First Addition
H.E. Project No. 4583_004**

Attached is the above referenced plat showing the original floodway line and its respective 100 foot setback line and the new preliminary floodway line and its respective 100 foot setback line.

As you can see, lots 1-6, Block 2 become unbuildable.

If you have any questions please call.

Sincerely,

HOUSTON ENGINEERING, INC.

Roger C. Hagen

RCH:sh

Enclosure

cc: Neil Graf, Advantage Realtors, 901 28th Street South, Suite B, Fargo, ND 58103

Z:\4500\4583\00_4583_005\Clerical\Mark Bittner letter 5-11-10.doc

Bismarck	P	701.323.0200	F	701.323.0300
Maple Grove	P	763.493.4522	F	763.493.5572

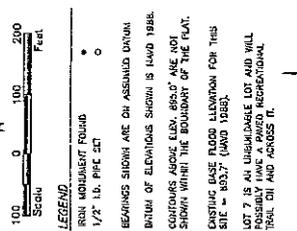
Minot	P	701.852.7931	F	701.858.5655
Thief River Falls	P	218.681.2951	F	218.681.2987

RIVERWOOD 1922 FIRST ADDITION

A MAJOR SUBDIVISION
 BEING A PLAT OF PART OF THE WEST HALF (W. 1/2),
 SECTION 18, TOWNSHIP 140 NORTH, RANGE 48 WEST, 5th P.M.,
 AND A REPLAT OF PART OF LOT 12, BLOCK 4, RIVERWOOD FOURTH ADDN.
 TO THE CITY OF FARGO,
 CASS COUNTY, NORTH DAKOTA

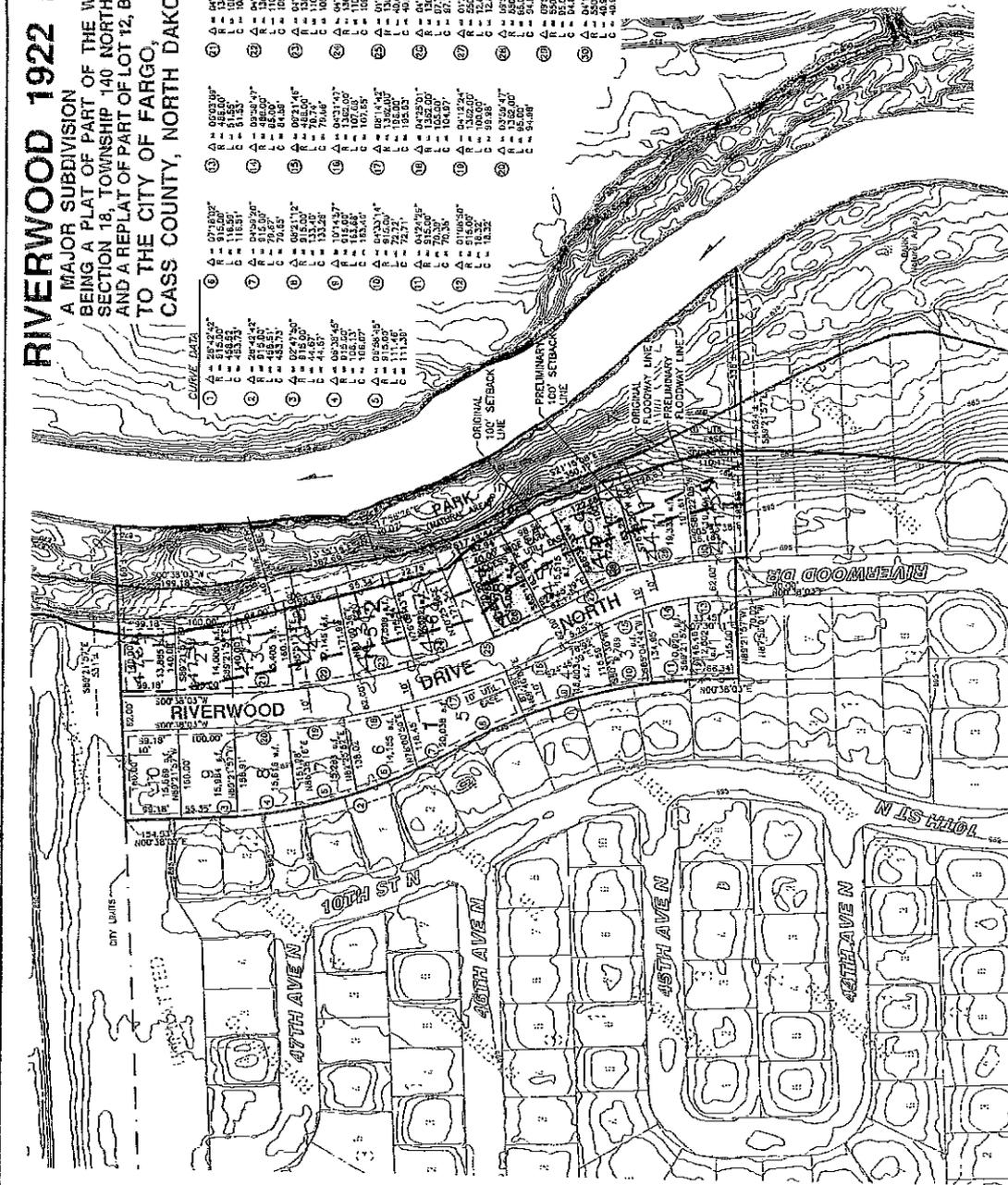
CURVE DATA

1	A = 25°42'42"	R = 116.25'	L = 41.53'
2	A = 28°45'45"	R = 116.25'	L = 43.57'
3	A = 28°45'45"	R = 116.25'	L = 43.57'
4	A = 28°45'45"	R = 116.25'	L = 43.57'
5	A = 28°45'45"	R = 116.25'	L = 43.57'
6	A = 28°45'45"	R = 116.25'	L = 43.57'
7	A = 28°45'45"	R = 116.25'	L = 43.57'
8	A = 28°45'45"	R = 116.25'	L = 43.57'
9	A = 28°45'45"	R = 116.25'	L = 43.57'
10	A = 28°45'45"	R = 116.25'	L = 43.57'
11	A = 28°45'45"	R = 116.25'	L = 43.57'
12	A = 28°45'45"	R = 116.25'	L = 43.57'
13	A = 00°00'00"	R = 41.53'	L = 41.53'
14	A = 09°38'47"	R = 65.00'	L = 22.57'
15	A = 09°38'47"	R = 65.00'	L = 22.57'
16	A = 09°38'47"	R = 65.00'	L = 22.57'
17	A = 09°38'47"	R = 65.00'	L = 22.57'
18	A = 09°38'47"	R = 65.00'	L = 22.57'
19	A = 09°38'47"	R = 65.00'	L = 22.57'
20	A = 09°38'47"	R = 65.00'	L = 22.57'
21	A = 09°38'47"	R = 65.00'	L = 22.57'
22	A = 09°38'47"	R = 65.00'	L = 22.57'
23	A = 09°38'47"	R = 65.00'	L = 22.57'
24	A = 09°38'47"	R = 65.00'	L = 22.57'
25	A = 09°38'47"	R = 65.00'	L = 22.57'
26	A = 09°38'47"	R = 65.00'	L = 22.57'
27	A = 09°38'47"	R = 65.00'	L = 22.57'
28	A = 09°38'47"	R = 65.00'	L = 22.57'
29	A = 09°38'47"	R = 65.00'	L = 22.57'
30	A = 09°38'47"	R = 65.00'	L = 22.57'
31	A = 09°38'47"	R = 65.00'	L = 22.57'
32	A = 09°38'47"	R = 65.00'	L = 22.57'
33	A = 09°38'47"	R = 65.00'	L = 22.57'
34	A = 09°38'47"	R = 65.00'	L = 22.57'
35	A = 09°38'47"	R = 65.00'	L = 22.57'
36	A = 09°38'47"	R = 65.00'	L = 22.57'
37	A = 09°38'47"	R = 65.00'	L = 22.57'
38	A = 09°38'47"	R = 65.00'	L = 22.57'
39	A = 09°38'47"	R = 65.00'	L = 22.57'
40	A = 09°38'47"	R = 65.00'	L = 22.57'
41	A = 09°38'47"	R = 65.00'	L = 22.57'
42	A = 09°38'47"	R = 65.00'	L = 22.57'
43	A = 09°38'47"	R = 65.00'	L = 22.57'
44	A = 09°38'47"	R = 65.00'	L = 22.57'
45	A = 09°38'47"	R = 65.00'	L = 22.57'
46	A = 09°38'47"	R = 65.00'	L = 22.57'
47	A = 09°38'47"	R = 65.00'	L = 22.57'
48	A = 09°38'47"	R = 65.00'	L = 22.57'
49	A = 09°38'47"	R = 65.00'	L = 22.57'
50	A = 09°38'47"	R = 65.00'	L = 22.57'
51	A = 09°38'47"	R = 65.00'	L = 22.57'
52	A = 09°38'47"	R = 65.00'	L = 22.57'
53	A = 09°38'47"	R = 65.00'	L = 22.57'
54	A = 09°38'47"	R = 65.00'	L = 22.57'
55	A = 09°38'47"	R = 65.00'	L = 22.57'
56	A = 09°38'47"	R = 65.00'	L = 22.57'
57	A = 09°38'47"	R = 65.00'	L = 22.57'
58	A = 09°38'47"	R = 65.00'	L = 22.57'
59	A = 09°38'47"	R = 65.00'	L = 22.57'
60	A = 09°38'47"	R = 65.00'	L = 22.57'
61	A = 09°38'47"	R = 65.00'	L = 22.57'
62	A = 09°38'47"	R = 65.00'	L = 22.57'
63	A = 09°38'47"	R = 65.00'	L = 22.57'
64	A = 09°38'47"	R = 65.00'	L = 22.57'
65	A = 09°38'47"	R = 65.00'	L = 22.57'
66	A = 09°38'47"	R = 65.00'	L = 22.57'
67	A = 09°38'47"	R = 65.00'	L = 22.57'
68	A = 09°38'47"	R = 65.00'	L = 22.57'
69	A = 09°38'47"	R = 65.00'	L = 22.57'
70	A = 09°38'47"	R = 65.00'	L = 22.57'
71	A = 09°38'47"	R = 65.00'	L = 22.57'
72	A = 09°38'47"	R = 65.00'	L = 22.57'
73	A = 09°38'47"	R = 65.00'	L = 22.57'
74	A = 09°38'47"	R = 65.00'	L = 22.57'
75	A = 09°38'47"	R = 65.00'	L = 22.57'
76	A = 09°38'47"	R = 65.00'	L = 22.57'
77	A = 09°38'47"	R = 65.00'	L = 22.57'
78	A = 09°38'47"	R = 65.00'	L = 22.57'
79	A = 09°38'47"	R = 65.00'	L = 22.57'
80	A = 09°38'47"	R = 65.00'	L = 22.57'
81	A = 09°38'47"	R = 65.00'	L = 22.57'
82	A = 09°38'47"	R = 65.00'	L = 22.57'
83	A = 09°38'47"	R = 65.00'	L = 22.57'
84	A = 09°38'47"	R = 65.00'	L = 22.57'
85	A = 09°38'47"	R = 65.00'	L = 22.57'
86	A = 09°38'47"	R = 65.00'	L = 22.57'
87	A = 09°38'47"	R = 65.00'	L = 22.57'
88	A = 09°38'47"	R = 65.00'	L = 22.57'
89	A = 09°38'47"	R = 65.00'	L = 22.57'
90	A = 09°38'47"	R = 65.00'	L = 22.57'
91	A = 09°38'47"	R = 65.00'	L = 22.57'
92	A = 09°38'47"	R = 65.00'	L = 22.57'
93	A = 09°38'47"	R = 65.00'	L = 22.57'
94	A = 09°38'47"	R = 65.00'	L = 22.57'
95	A = 09°38'47"	R = 65.00'	L = 22.57'
96	A = 09°38'47"	R = 65.00'	L = 22.57'
97	A = 09°38'47"	R = 65.00'	L = 22.57'
98	A = 09°38'47"	R = 65.00'	L = 22.57'
99	A = 09°38'47"	R = 65.00'	L = 22.57'
100	A = 09°38'47"	R = 65.00'	L = 22.57'



Occupied Lots
 Unbuildable

Houston Engineering, Inc.
 2545 NORTH UNIVERSITY DRIVE, SUITE 111, FARGO, NORTH DAKOTA 58102
 PROJECT NO. 4582.001
 SHEET 1 OF 2

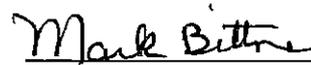


Based on the meeting, the Committee selected URS, Inc. as the preferred consultant for the two projects.

Recommended Motion:

Concur with consultant selection and recommend contract award for Phase I Cultural Resource Investigation to URS for Projects No. 5683-08 and 5683-09.

<u>Committee:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Mark Bittner, Fargo City Engineer	<u>X</u>	<u>X</u>		
Bob Zimmerman, Moorhead City Engineer	<u>X</u>	<u>X</u>		
Virginia Gnabasik, USACE Archeologist	<u>X</u>	<u>X</u>		



Mark Bittner
City Engineer

- C: William R. Killam, URS Corp.
Adam C. Holven, Tetra Tech
Suzanne Canevello, Metcalf Archaeological Consultants, Inc.
Jennifer R. Harvey, Great Lakes Archaeological Research Center, Inc.

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. 5683 Type: NDSWC Cost Share Agreement

Location: FM Metro Flood Control Feasibility Study Date of Hearing: 06/08/10

<u>Routing</u>	<u>Date</u>
City Commission	<u>06/14/10</u>
PWPEC File	<u>X</u>
Project File	<u>April Walker</u>
Petitioners	<u> </u>
David W. Johnson	<u> </u>

The Committee reviewed the attached Agreement for Cost Reimbursement with the ND State Water Commission (NDSWC) for \$300,000 reimbursement for feasibility study costs.

On a motion by Pat Zavoral, seconded by Bruce Grubb, the Committee voted to recommend agreement approval.

RECOMMENDED MOTION

Approve NDSWC Agreement for Cost Reimbursement for FM Metro Flood Control Feasibility Study.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: _____

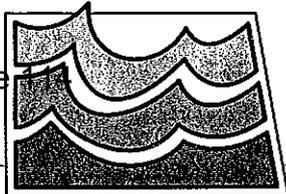
	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	<u>N/A</u>	<u> </u>
Agreement for payment of specials required of developer	<u>N/A</u>	<u> </u>
50% escrow deposit required	<u>N/A</u>	<u> </u>

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
Pat Zavoral, City Administrator	<u>X</u>	<u>X</u>		
Jim Gilmour, Planning Director	<u>X</u>	<u>X</u>		
Bruce Hoover, Fire Chief	<u>X</u>	<u>X</u>		
Mark Bittner, City Engineer	<u>X</u>	<u>X</u>		
Bruce Grubb, Enterprise Director	<u>X</u>	<u>X</u>		
Ben Dow, Acting Director of Operations	<u>X</u>	<u>X</u>		
Steve Sprague, City Auditor	<u>X</u>	<u>X</u>	Dan Eberhardt	

ATTEST:

Mark H. Bittner
 Mark H. Bittner
 City Engineer



North Dakota State Water Commission

900 EAST BOULEVARD AVENUE, DEPT 770 • BISMARCK, NORTH DAKOTA 58505-0850
701-328-2750 • TDD 701-328-2750 • FAX 701-328-3696 • INTERNET: <http://swc.nd.gov>

May 24, 2010

Dennis Walaker, Mayor
City of Fargo
200 3rd Street North
Fargo, ND 58102

Dear Mayor Walaker,

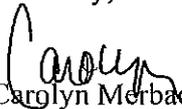
Enclosed are two copies of the agreement between the North Dakota State Water Commission and the City of Fargo for State Water Commission cost-share participation in the Fargo-Moorhead Flood Protection Plan (Plan). Should the agreement be in error and/or the project been revised, please return the document with the appropriate documentation showing such.

The City shall submit to Commission in writing periodic requests for payment that include an itemization of actual costs and verification of the requested funds by the Corps. The percentage of work completed and to be done shall be submitted with the request for payment.

The City of Fargo and its attorney should review the agreement. If the terms of the agreement are acceptable, sign both copies and return one copy to me. Along with the signed agreement please forward the project's "certificate of insurance." All agreements returned to me without insurance requirement documentation will not be accepted.

This agreement is void if not signed and returned by the District within 60 days of the Secretary's signature. Don't hesitate to contact me at 701-328-4862 if you have any questions or concerns regarding this process.

Sincerely,



Carolyn Merbach

Water Resource Program Administrator

CM:mmb/583
Enclosure

**Agreement for Cost Reimbursement
Fargo-Moorhead Flood Protection Plan**

1. **PARTIES.** This agreement is between the State of North Dakota (State), by and through the State Water Commission (Commission), and the City of Fargo, North Dakota (City).

2. **INTENT.** Commission shall provide City with an amount not to exceed \$300,000, as approved by Commission on April 5, 2010, to be used by City to reimburse the Corps of Engineers (Corps) for a portion of the local share (Fargo \$300,000, Cass County \$300,000, Commission \$300,000, and Moorhead \$400,000 totaling \$1.3 million) for additional study of the Fargo-Moorhead Flood Protection Plan (Plan).

3. **CITY'S RESPONSIBILITIES.** City shall:

- a. Remit funds to the Corps as requested by the Corps' periodic requests.
- b. Provide final copies of the National Economic Development (NED) plan and the North Dakota Locally Preferred Plan (LPP) to Commission.

4. **PROCEDURE FOR PAYMENT.** City shall submit to Commission in writing periodic requests for payment that include an itemization of actual costs and verification of the requested funds by the Corps. The percentage of work completed and to be done shall be submitted with the request for payment.

5. **INDEMNIFICATION.** Commission and City each agree to assume their own liability for any and all claims of any nature, including all costs, expenses, and attorneys' fees that may in any manner result from or arise out of this agreement.

6. **INSURANCE.**

- a. City shall secure and keep in force during the term of this agreement, and City shall require all contractors/subcontractors, prior to commencement of an agreement between City and the contractor/subcontractor, to secure and keep in force during the term of this agreement from insurance companies, government self-insurance pools, or government self-retention funds authorized to do business in North Dakota, the following insurance coverages:
 - (1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.

- (2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
 - (3) Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this agreement.
- b. The insurance coverages listed above must meet the following additional requirements:
- (1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of City. The amount of any deductible or self-retention is subject to approval by State.
 - (2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form, and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by State. The policies shall be in form and terms approved by State.
 - (3) The insurance required in this agreement, through a policy or endorsement, shall include:
 - (a) A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against State.
 - (b) A provision that the policy and endorsements may not be canceled or modified without 30 days prior written notice to Commission.
 - (c) A provision that City's self-retention coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance, or self-retention maintained by State, and that any insurance, self-insurance, or self-retention maintained by State shall be in excess of City's self-retention coverage and shall not contribute with it.
 - (c) The insolvency or bankruptcy of the insured City shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured City from meeting the retention limit under the policy.
 - (4) City shall furnish a certificate of insurance and all endorsements to Commission before commencement of this agreement.
 - (5) Failure to obtain and maintain insurance as required throughout the term of this agreement is a material breach of contract entitling State to terminate this agreement immediately.

7. **BREACH.** Violation of any provision of this agreement by City constitutes breach of this agreement. A breach obligates City to reimburse Commission for all funds paid to City and relieves Commission of all obligations under this agreement.

8. **AGREEMENT BECOMES VOID.** This agreement is void if not signed and returned by City within 60 days of Commission's signature.

9. **TERMINATION.**

- a. Commission may terminate this agreement effective upon delivery of written notice to City, or a later date as may be stated in the notice, under any of the following conditions:
 - (1) If Commission determines an emergency exists.
 - (2) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to provide the funds necessary to comply with this agreement. The parties may modify this agreement to accommodate a reduction in funds.
 - (3) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
 - (4) If any license, permit, or certificate required by law, rule, or this agreement is denied, revoked, suspended, or not renewed.
 - (5) If Commission determines that continuing the agreement is no longer necessary or would not produce beneficial results commensurate with the further expenditure of public funds.
- b. Any termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to termination.
- c. The rights and remedies of any party provided in this agreement are not exclusive.

10. **APPLICABLE LAW AND VENUE.** This agreement is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this agreement must be brought in the District Court of Burleigh County, North Dakota.

11. **SEVERABILITY.** If any term of this agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms must not be affected, and if possible, the rights and obligations of the parties are to be construed and enforced as if the agreement did not contain that term.

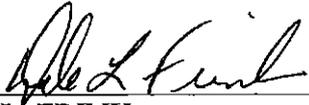
12. **SPOILIATION – NOTICE OF POTENTIAL CLAIMS.** City agrees to promptly notify Commission of all potential claims that arise or result from this agreement. City shall

also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Commission the opportunity to review and inspect the evidence, including the scene of an accident.

13. MERGER. This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this agreement. This agreement may not be modified, supplemented, or amended in any manner except by written agreement signed by both parties.

**NORTH DAKOTA STATE WATER
COMMISSION**

By:



DALE L. FRINK
Secretary

DATE: 5-17-2010

**CITY OF FARGO
NORTH DAKOTA**

By:

DENNIS WALAKER
Mayor

DATE: _____



NORTH DAKOTA INSURANCE RESERVE FUND

P.O. BOX 2258
BISMARCK, ND 58502

NAMED MEMBER	AGENT
CITY OF FARGO KENT COSTIN, FINANCE DIRECTOR 200 3RD STREET NORTH FARGO, ND 58102	WARNER & COMPANY PO BOX 1470 FARGO ND 58107 PHONE NUMBER : 701-237-6414

CONFIRMATION OF COVERAGE

THIS CONFIRMATION OF COVERAGE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CONFIRMATION OF COVERAGE HOLDER. THIS CONFIRMATION OF COVERAGE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED THE NAMED MEMBER.

THIS IS TO CERTIFY THAT THE MEMORANDUM OF COVERAGE LISTED BELOW HAS BEEN ISSUED TO THE NAMED MEMBER SHOWN ABOVE. IF ANY MEMORANDUM OF COVERAGE LISTED BELOW BE CANCELLED DURING THE COVERAGE PERIOD, THE NORTH DAKOTA INSURANCE RESERVE FUND WILL PROVIDE THE CONFIRMATION OF COVERAGE HOLDER A THIRTY (30) DAY NOTICE OF CANCELLATION.

COVERAGE	MEMORANDUM NUMBER	COVERAGE PERIOD		LIMIT OF LIABILITY	
		FROM	TO	EACH PERSON	EACH OCCURRENCE
LIABILITY <input checked="" type="checkbox"/> PREMISES/OPERATIONS <input checked="" type="checkbox"/> GOVERNANCE <input checked="" type="checkbox"/> PROFESSIONAL SERVICES	GL 3334 00 GL 3334 00 GL 3334 00	10/29/2009 10/29/2009 10/29/2009	10/29/2010 10/29/2010 10/29/2010	\$2,000,000.00 \$2,000,000.00 \$2,000,000.00	\$2,000,000.00 \$2,000,000.00 \$2,000,000.00
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED & NONOWNED AUTOS <input type="checkbox"/> DESCRIBED AUTOS					
<input type="checkbox"/> OTHER COVERAGE					

DESCRIPTIONS OF OPERATIONS, LOCATIONS, AUTOS, OR SPECIAL ITEMS:

CONFIRMATION OF COVERAGE HOLDER CITY OF FARGO 200 N 3RD ST FARGO, ND 58102		
	AUTHORIZED REPRESENTATIVE <i>Elaine Markwart</i>	ISSUE DATE 01/08/2010



MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: STEVEN SPRAGUE, CITY AUDITOR *SS*

SUBJECT: 2010-2011 ALCOHOL BEVERAGE AND LIVE ENTERTAINMENT
LICENSE RENEWAL

DATE: JUNE 10, 2010

Attached is a list of 153 alcoholic beverage establishments seeking renewal of their Liquor and Live Entertainment licenses through June 30, 2011. These licenses are eligible for renewal subsequent to all requirements being fulfilled.

All food and alcohol sales ratio reports are on file in the Auditor's Office and may be reviewed upon your request.

The licenses are eligible for renewal after fulfilling the renewal requirements. The renewal requirements include:

- Completion and submission of license renewal form
- Submission of a current roster including hiring date
- All servers and wait staff must have attended server training
- Submission of a CPA statement or sales tax forms indicating the food percentage has been met (where applicable)

If you have any questions regarding this matter, please feel free to contact me.

Recommended Motion:

Approve the renewal of the attached Liquor and Live Entertainment licenses until June 30, 2011, upon the condition that all of the elements required for renewal are present by June 30, 2010.

Business Name	Business Location	License		License Fee	Live Entertainment
		Class	Number		
101 Sushi Bar	4480 23 Ave S	GH	54	700.00	No
Acapulco Mexican Restaurant, Inc	1150 36 St S	F	14	1,500.00	No
Amvets	1001 1st Avenue South	AC	11	1,550.00	Yes
Applebee's Neighborhood Bar & Grill	2800 13th Avenue SW	FA	5	1,700.00	No
Applebee's Neighborhood Bar & Grill	4900 13th Avenue SW	FA	17	1,700.00	No
Applebee's Neighborhood Grill	2001 16 St N	FA	13	1,700.00	No
Applebee's Neighborhood Grill & Bar	2350 45 St S	FA	23	1,700.00	No
Atomic Coffee	222 Broadway Unit 1	GH	52	700.00	No
Auger Inn All Ranks Club	Hector Field	J	1	25.00	No
Barnstormer	Hector International Airport	A	1	1,700.00	No
Bernie's Wines & Liquors	1557 South University Drive	B	2	1,400.00	No
Big D's Bar & Grill	1515 42 Street South	Z	3	2,050.00	Yes
Bismarck Tavern	522 Broadway	AB	1	2,750.00	Yes
Bison Turf	1211 North University Drive	AB	8	2,400.00	No
Borrowed Bucks	1201 Westrac Drive	A	8	2,050.00	Yes
Bottle Barn Liquors	South University Drive (K-Mart Plaza)	B	8	1,400.00	No
Bowler	2630 South University Drive	AB	2	2,400.00	No
Buffalo Wild Wings Grill & Bar	1501 42 St SW	A	2	1,700.00	No
Buffalo Wild Wings Grill & Bar	1515 19th Avenue North	FA	6	2,050.00	Yes
Cajun Cafe©	1324 25 Ave S	F	20	1,500.00	No
Candlewood Suites	1831 NDSU Research Park Dr	GH	38	700.00	No
Casa Ramos	1649 38 St S	F	22	1,500.00	No
Chili's	4000 13th Avenue SW	FA	2	1,700.00	No
Chub's Pub	421 North University Drive	AB	4	2,750.00	Yes
Chuck E. Cheese	1202 Nodak Drive	H	10	300.00	No
Concessions Management	5225 31 Ave S	N	8	1,500.00	No
Crown Liquors	3051 25 St S Unit C	B	12	1,400.00	No
Dempsey's Public House	226 Broadway	Z	2	2,050.00	Yes
Divot's at Edgewood	19 Golf Course Ave NE	FA-GOLF	2	1,700.00	No
Doolittles Woodfire Grill	2112 25 St S	FA	19	1,700.00	No

Business Name	Business Location	License		License Fee	Live Entertainment
		Class	Number		
Doublewood Lounge	3333 13th Avenue South	ABH	1	2,350.00	Yes
Drunken Noodle	623 NP Ave	GH	49	700.00	No
Duffy's	16 12th Street South	AB	5	2,750.00	Yes
El Zagal	1429 3rd Street North	AC	2	1,700.00	No
Elks	3435 North Broadway	AC	1	1,550.00	Yes
Empire Liquors West	4861 13 Ave SW	B	7	1,400.00	No
Empire Tavern	424 Broadway	AB	6	2,750.00	Yes
Expressway Suites	4303 17 Ave S	F	19	1,500.00	No
Famous Dave's BBQ	2581 45th Street SW	F	13	1,500.00	No
Fargo Billiards	3234 43 St S	Entertainm	1	1,700.00	No
Fargo Cork	3301 South University Drive	AB	7	2,400.00	No
Fargo Country Club	509 26th Avenue South	AC	3	1,550.00	Yes
Fargo Suites	3316 13th Avenue South	ABH	8	2,000.00	No
Fargo Wingate Inn	4429 19th Avenue Southwest	GH	12	700.00	No
FargoDome	1800 North University Drive	N	6	1,500.00	No
FM RedHawks	1515 15th Avenue North	N	5	750.00	No
Fort Nok's Bar of Gold	52 Broadway	Z	1	1,700.00	No
Fortune House	1100 19th Avenue North	GH	8	700.00	No
Garden Bar	4351 17 Ave S	ABH	11	2,350.00	Yes
Garden Pavilion	1421 7 Ave N	F	18	1,500.00	No
Granite City Food & Brewery	1636 42nd Street SW	FAM	15	1,900.00	No
Grazies Italian Grill	2000 44 St SW	FA	16	1,700.00	No
Green Market Kitchen & Green Market	69 4th St N	F	24	1,500.00	No
Green Mill Restaurant	3340 13th Avenue South	FA	7	1,700.00	No
Grizzly's Burger Co.	3902 13th Avenue South/West Acres N	FA	15	1,700.00	No
Ground Round Restaurant	2902 13th Avenue SW	A	3	1,700.00	No
Hampton Inn	3431 14 Ave S	GH	44	700.00	No
Happy Harry's Bottle Shop	1621 45 St SW	B	5	1,400.00	No
Happy Harry's Bottle Shop	1125 19 Ave N	B	9	1,400.00	No

Business Name	Business Location	License		License Fee	Live Entertainment
		Class	Number		
Happy Joe's Pizza	2511 South University Drive	H	4	300.00	No
Happy Joe's Pizza North	3132 N Broadway	H	26	300.00	No
Hi-Ho South	3051 25th Street SW	GH	1	700.00	No
Holiday Inn	3803 13th Avenue South	ABH	2	2,350.00	Yes
Homewood Suites by Hilton	2021 16 St N	GH	35	700.00	No
Hooters	3431 Fiechtner Dr S	FA	3	2,050.00	Yes
Hotel Donaldson	101 Broadway	ABH-RZ	1	2,350.00	Yes
Hu Hot	1801 45 St S Unit J	GH	25	700.00	No
J.L. Beers	518 1 Ave N	CD	1	700.00	No
Jalapenos	2901 Main Ave	F	23	1,500.00	No
Jitters Coffee Bar	1414 12 Ave N Suite D	GH	51	700.00	No
Johnny Carino's	4410 17 Ave S	FA	20	1,700.00	No
JT Cigarro	4554 7 Ave S	AB	10	2,750.00	Yes
Juano's Mexican Restaurant	402 Broadway	F	15	1,500.00	No
Justy's BBQ & Grill	4400 Clubhouse Drive	FA-GOLF	1	1,700.00	No
Kobe's Japanese Restaurant	4228 15 Ave S	F	21	1,500.00	No
La Quinta Inn & Suites	2355 46 St S	GH	50	700.00	No
Labby's Grill & Bar	1100 19 Ave N	FA	10	1,700.00	No
Lakemode Liquors	4265 45 St S Suite 121	B-Limited	1	1,400.00	No
Leela Thai Cuisine	1450 25 St S	GH	42	700.00	No
Lone Star	4328 13th Avenue SW	FA	4	1,700.00	No
Main Liquors	4000 West Main Avenue	B	4	1,400.00	No
Mexican Village	814 Main Avenue	F	3	1,500.00	No
Mexican Village	3155 45 St S	FA	22	1,700.00	No
Moe's Southwest Grill	2511 Kirsten Lane Suite 101	H	25	300.00	No
Monte's Downtown	220 Broadway	FA-RZ	1	1,700.00	No
Mr G's	4315 13 Av S	AB	16	2,400.00	No
Nichole's Fine Pastry	13 S 8th St	G	1	400.00	No
Norman's Prime Steaks & Seafood	1776 45th Street Southwest	FA	12	1,700.00	No
North Town Grill	3520 12 Ave N	F	12	1,500.00	No

Business Name	Business Location	License		License		Live Entertainment
		Class	Number	Fee	Number	
Northern	325 10th Street North	AB	9	2,750.00		Yes
Northport Liquors	2726 North Broadway	B	6	1,400.00		No
O'Kelly's	3800 Main Avenue	ABH	4	2,350.00		Yes
Old Broadway Food & Brewing Compar	22 Broadway	AB	12	2,400.00		No
Old Chicago	2551 45th Street South	FA	14	1,700.00		No
Olive Garden #1188	4339 13th Avenue SW	A	4	1,700.00		No
Paradiso	801 38th Street South	A	5	1,700.00		No
Passage to India	855 45 St S Suite 3A	GH	34	700.00		No
Pepper's American Cafe	2510 South University Drive	AB	13	2,400.00		No
Piccolo	2225 13 Ave S	GH	45	700.00		No
Pizza Hut #2753	1207 19th Avenue North	H	5	300.00		No
Pizza Ranch	4480 23 Ave S Suite A	H	28	300.00		No
Plains Art Museum	704 1st Avenue North	GH	16	700.00		No
Playmakers	2525 9th Avenue SW	AB	15	2,750.00		Yes
Qdoba Mexican Grill	1801 45 St S	H	18	300.00		No
Radisson	201 5th Street North	ABH	5	2,350.00		Yes
Ramada Plaza & Suites	1635 42nd Street S	ABH	9	2,000.00		No
Red Lobster #309	4215 13th Avenue South	A	6	1,700.00		No
Red River Lodge	901 38 St S	ABH	10	2,000.00		No
Rick's Bar	2721 Main Avenue	AB	14	2,750.00		Yes
Rooter's Bar	107 Broadway	AB	17	2,750.00		Yes
Royal Liquors	1606 Main Avenue	B	3	1,400.00		No
Royal Liquors & Bar	1550 32nd Avenue So	AB	18	2,750.00		Yes
Ruby Tuesday	2535 23 Ave S	FA	24	1,700.00		No
Sammy's Pizza	301 Broadway	GH	21	700.00		No
Santa Lucia Family Restaurant	1109 38 St S	GH	9	700.00		No
Seasons At Rose Creek	1500 Rose Creek Parkway E	AB	21	2,400.00		No
Settle Inn & Suites-Fargo	4325 23 Ave S	GH	48	700.00		No

Business Name	Business Location	License		License Fee	Live Entertainment
		Class	Number		
Side Show Café	901 25 St S	H	27	300.00	No
Sidestreet Grille & Pub	301 3rd Avenue North	ABH	7	2,350.00	Yes
Silver Moon Supper Club	309 Roberts St	FA-RZ	2	1,700.00	No
Slammer's Sports Bar	707 28th Avenue North	A	7	1,700.00	No
Son's of Norway	722 2nd Avenue North	AC	8	1,700.00	No
Space Aliens Grill & Bar	1840 45th Street SW	FA	11	1,700.00	No
Speck's Bar	2611 Main Avenue	AB	19	2,750.00	Yes
Spicy Pie	322 Broadway	F	25	1,500.00	No
Spirit Shop	1404 33 St S	B	10	1,400.00	No
Sports Bar	619 NP Avenue	AB	20	2,400.00	No
Sports Bubble	2761 12th Avenue SW	H	15	300.00	No
Staybridge Suites Hotel	4300 20 Ave S	GH	36	700.00	No
Stella's	612 1 Ave N	F	16	1,500.00	No
Steve's Package Store	524 4 St N	B	11	1,400.00	No
Super Buffet & Mongolian Grill	1000 45 St S Ste 100	GH	43	700.00	No
Tailgator's Sports Cafe	1322 Main Avenue	FA	18	1,700.00	No
Teamsters	21 South 18th Street	AC	5	2,400.00	Yes
Texas Roadhouse	4971 13 Ave S	FA	21	1,700.00	No
TGI Fridays	4100 13th Avenue SW	FA	1	1,700.00	No
The Box/Select Inn	1025 38th Street South	ABH	6	2,000.00	No
The Avalon Events Center	613 1st Avenue North	F	6	1,850.00	Yes
The Bulldog Tap	4265 45 St S Suite 161	Z	4	1,700.00	No
The Nail Bar	505 Broadway	GH	53	700.00	No
The Nestor	1001 NP Avenue	AB	11	2,750.00	Yes
The Winery	1404 33 St SW Suite H	W	1	1,000.00	No
Timber Lodge Steakhouse, Inc.	1111 38th Street South	FA	9	1,700.00	No
Tips and Taps	206-208 Broadway	F	10	1,500.00	No
Toscana	202 Broadway N	GH	40	700.00	No
Valentino's Restaurant	1443 42nd Street SW	GH	31	700.00	No
VFW	202 Broadway	AC	10	1,550.00	Yes

Business Name	Business Location	License		License Fee	Live Entertainment
		Class	License Number		
Village West Liquors	4101 13 Ave S	B	1	1,400.00	No
Vintner's Cellar	12 Broadway	P	1	850.00	Yes
VIP Room & Catering	624 Main Avenue	GH	11	700.00	No
Vista Inn & Suites	1340 21st Avenue South	ABH	3	2,350.00	Yes
West Acres Bowl	3402 Interstate Boulevard SW	AB	3	2,750.00	Yes
Windbreak Saloon	3150 39th Street SW	AB	22	2,750.00	Yes



Finance Office

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

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS
FROM: STEVEN SPRAGUE, CITY AUDITOR
SUBJECT: CANVASS OF VOTES FOR JUNE 8, 2010 PRIMARY ELECTION
DATE: JUNE 10, 2010

Attached is a summary of the vote tabulation received from Michael Montplaisir, County Auditor, regarding the results of the June 2010 Primary Election. This abstract is printed from the State of North Dakota System. The machines at the precincts tabulated the total votes cast during the day on June 8, 2010 and were summarized and totaled at the Cass County Auditors Office on the evening of June 8, 2010. In the City of Fargo there were 9,493 votes cast for the Mayor's race.

The races on the ballot included a four-year term for Mayor with four candidates running. Two four-year terms for City Commissioner, four candidates were running. Three four-year terms for Park Board, five candidates were running.

The Mayor's race had four candidates running. The election results were as follows:

Dennis Walaker	8,765
Lenny Tweeden	335
Robert Gates	230
Ahmed Haji	138

The City Commission race had four candidates running for two positions. Each position is a four-year term. The votes garnered by each candidate were as follows:

Tim Mahoney	7,227
Brad Wimmer	5,460
Melissa Sobolik	3,882
Larry Bosma	1,406

In the Fargo Park Board race we had five candidates running for three seats. Each position is a four-year term. The votes cast for each candidate were as follows:

Joe Deutsch	5,014
-------------	-------



Mary C Johnson	4,574
Ronald Sorvaag	4,292
Barry N Nelson	4,154
Sally Jacobson	3,968

The County Canvassing Board will convene on Monday June 14th at 10 a.m. to certify the results of the election. We ask that you approve and accept the election results as certified by the Cass County Canvassing Board. If you have any questions, please contact me.

Recommended Motion:

Approve and accept the results of the Cass County Canvassing Board and declare Dennis Walaker, Mayor; Tim Mahoney and Brad Wimmer as City Commissioners; Joe Deutsch, Mary C Johnson and Ronald Sorvaag as Park District Commissioners.

North Dakota

nd.gov Official Portal for North Dakota State Government



ND VOICES



Unofficial Results
Primary Election - June 8, 2010

North Dakota Election Officials
County Auditors and Secretary of State

Last Updated: 6/9/2010 8:50:23 AM
Auto Update: 4:54

Precincts Reporting
505 - 100.00% 505

Ballots Cast
101510 - 20.19% 502873

[Results Home](#) [ND Elections Home](#) [County Websites](#)

CONTEST RESULTS

City Of Fargo Election Results

- [Statewide](#)
- [Legislative](#)
- [Judicial](#)
- [County](#)
- [City](#)
- [School](#)

Mayor - City Of Fargo - Non-Partisan Follow This Contest

Precincts Reporting: 20/20 [Click here for county level results](#)

	Votes	Percent
<input checked="" type="checkbox"/> Robert Gates	230	2.42%
<input checked="" type="checkbox"/> Ahmed Hajj	138	1.45%
<input checked="" type="checkbox"/> Lenny Tweeden	335	3.53%
<input checked="" type="checkbox"/> Dennis R Walaker	8,765	92.33%
<input checked="" type="checkbox"/> write-in	25	0.26%
Total Votes	9,493	

MEASURE RESULTS

- [County](#)
- [City](#)
- [School](#)
- [Ambulance](#)

Commissioner - City Of Fargo - Non-Partisan Follow This Contest

Precincts Reporting: 20/20 [Click here for county level results](#)

	Votes	Percent
<input checked="" type="checkbox"/> Larry Bosma	1,406	7.81%
<input checked="" type="checkbox"/> Tim Mahoney	7,227	40.16%
<input checked="" type="checkbox"/> Melissa Sobolik	3,882	21.57%
<input checked="" type="checkbox"/> Brad Wimmer	5,460	30.34%
<input checked="" type="checkbox"/> write-in	20	0.11%
Total Votes	17,995	

RESULTS BY DISTRICT

- [Statewide](#)
- [Legislative](#)
- [Judicial](#)
- [County](#)

MAPS

North Dakota

nd.gov Official Portal for North Dakota State Government



**Unofficial Results
Primary Election - June 8, 2010**

**North Dakota Election Officials
County Auditors and Secretary of State**

Last Updated: 6/9/2010 9:10:25 AM
Precincts Reporting
Ballots Cast
Auto Update: 4:57
0 505 - 100.00% 505
0 101510 - 20.19% 502873

[Results Home](#) [ND Elections Home](#) [County Websites](#)

City of Fargo Park Election Results

RESULTS BY DISTRICT

[Statewide](#)

[Legislative](#)

[Judicial](#)

[County](#)

Park Board Member - City of Fargo Park - Non-Partisan Follow This Contest

Precincts Reporting: 20/20 [Click here for county level results](#)

	Votes	Percent		
<input checked="" type="checkbox"/> Joe Deutsch	5,014	22.75%		
<input checked="" type="checkbox"/> Sally Jacobson	3,968	18.01%		
<input checked="" type="checkbox"/> Mary C Johnson	4,574	20.76%		
<input checked="" type="checkbox"/> Barry N Nelson	4,154	18.85%		
<input checked="" type="checkbox"/> Ronald Sorvaag	4,292	19.48%		
<input checked="" type="checkbox"/> write-in	33	0.15%		
Total Votes	22,035			

RESOURCES

[Election Terminology](#)

[Voter Turnout](#)

[Possible Recounts](#)

[Search By Contest](#)

[Search By Candidate](#)

[Select Contests](#)

[Select Measures](#)

[Map Builder](#)

[Media](#)

2

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

District No. 5905 Type: Engineering Services Contract Amendment

Location: 36th Street South – 32nd to 40th Avenue South Date of Hearing: 6/8/10

<u>Routing</u>	<u>Date</u>
City Commission	6/14/10
PWPEC File	X
Project File	Jeremy Gorden
Petitioners	
David W. Johnson	

The Committee reviewed a contract amendment for added engineering services on District No. 5905:

1. Adding concrete shoulders on 36th Street frontage road.
2. Bike trail installation along 35th Avenue South between 33rd & 36th Street South.
3. Intersection evaluation at 40th Avenue South and 36th Street to improve operations and safety.

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to recommend approval of the contract amendment.

RECOMMENDED MOTION

Approve Engineering Services Contract Amendment in the amount of \$49,732 for District No. 5905.

PROJECT FINANCING INFORMATION:

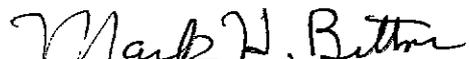
Recommended source of funding for project: Special Assessment Street Sales Tax

	<u>Yes</u>	<u>No</u>
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

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				X
Pat Zavoral, City Administrator	X	X		
Jim Gilmour, Planning Director	X	X		
Bruce Hoover, Fire Chief	X	X		
Mark Bittner, City Engineer	X	X		
Bruce Grubb, Enterprise Director	X	X		
Ben Dow, Acting Director of Operations	X	X		
Steve Sprague, City Auditor	X	X		
				Dan Eberhardt

ATTEST:


 Mark H. Bittner
 City Engineer

June 4, 2010

To: Members of PWPEC

From: Jeremy M. Gorden, Senior Engineer *JMG*

Subject: Project No. 5905
Amendment #1 to Consultant Engineering Services Contract
36th Street Shared Use Path, Bridge, Shoulder Widening and Roundabout
Analysis with Ulteig Engineers

I have attached a cover letter and an additional services breakdown document from Josh Olson with Ulteig Engineers for work associated with the 36th Street Shared Use Path, Bridge and Shoulder Widening Project.

- We requested that Ulteig add shoulder widening design to their shared use path and bridge contract back in January, and they have provided a Basis of Justification for the additional services in the amount of \$15,672.
- We also requested that they go ahead and design an 8' shared use path between 36th Street and the Stonebridge Park along 35th Avenue S, and they have provided a Scope and Fee to do this work and that is estimated at \$14,260.
- Lastly, we had Ulteig complete an intersection evaluation at the corner of 36th Street and 40th Avenue S back in the winter of 2008 and we are now interested in having them complete a roundabout analysis as an extension of that evaluation. The Scope and Fee is estimated at \$19,800. There is an option at add 3D modeling as part of this evaluation for an added \$4700.

The original contract for this Shared Use Path & Bridge work was in the amount of **\$91,548**. This amendment request totals **\$49,732**, which would bring the total price for this project to be **\$141,280**. I fully support this amendment and would approve making a motion to approve the request, with the optional 3D modeling option up to PWPEC to decide.

This project will be bid on July 16 in Bismarck and all of the work associated with it will be completed by the end of the construction season this fall. The estimated construction cost is estimated at \$908,072.90. The roundabout study should be completed by mid-September.

JMG/jmg
Attachments

Street Lighting
Sidewalks

Design & Construction
Traffic Engineering

Truck Regulatory
Flood Plain Mgmt.

Mapping & GIS
Utility Locations

3350 38th Ave. S.
Fargo, ND 58104

Tel 701-280-8500
Fax 701-237-3191

www.ulteig.com

June 3, 2010

City of Fargo Engineering Dept.
Attn: Jeremy Gorden, PE
200 North 3rd PO Box 2083
Fargo, ND 58107

Subject: Contract Amendment Request
36th Street Shared Use Path & Pedestrian Bridge – Project 5905-01
UEI Project No. R09.02269

Dear Jeremy:

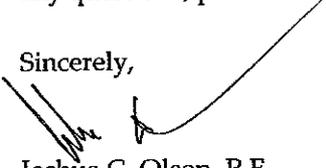
Ulteig Engineers has been asked by the City to: add shoulder widening and surfacing to both the left and right shoulder of 36th Street, add an additional shared use path along 35th Ave S, and study the potential for a roundabout located at 40th Ave S and 36th Street. These tasks were not included in our original contract. Therefore we are submitting, for your consideration, this contract amendment request to cover the additional project costs. I have also attached for your review the following information:

- The *Basis of Justification* for the amount of the additional design services to include the shoulder widening along 36th Street. **Lump Sum Request = \$15,672**
- The *Scope & Fee Estimate* for the additional preliminary engineering, topo survey, public input, and the design & plan preparation for adding the 35th Ave. South pedestrian path. **Lump Sum Request = \$14,260**
- The *Scope of Services* and the *Hours and Fee Estimate* for the 40th Ave S and 36th Street roundabout study. **Lump Sum Fee = \$19,800 (or \$24,500 with optional 3D modeling)**

With the attached information we are requesting a contract amendment in the amount of **\$54,432.00**. We are proposing to perform all these services on a lump sum basis.

Please review our information and let us know of any questions that you might have. As always, we appreciate the City's understanding and perspective on these types of contractual matters. If you have any questions, please contact me at 701-280-8620.

Sincerely,



Joshua C. Olson, P.E.
Associate Vice President
Surface Transportation & Infrastructure, Fargo

JCO/jlr
Enclosure

AMENDMENT No. 1 TO OWNER-ENGINEER AGREEMENT

1. Background Data:

- a. Effective Date of Owner-Engineer Agreement: October 28, 2008
- b. Owner: City of Fargo
- c. Engineer: Ulteig Engineers, Inc.
- d. Project: 36th Street Shared Use Path & Pedestrian Bridge -- City Project No. 5905

2. Nature of Amendment

1. Request for payment of additional engineering services requested in excess of the original Agreement.

The amount requested is \$54,432.00 (as noted in Attachment #1)

3. Basis for Additional Fee Request

See Attachment 2, "Basis of Justification", Exhibit A, and Exhibit B

- Ulteig provided additional services to include shoulder widening to both the left and right shoulder of 36th street. The decision to widen the roadway and surface the shoulders was made to enhance the safety of the corridor for the traveling public. Additional engineering time was tracked using a separate task name during the redesign process.
- Ulteig provided additional services to include a shared use path along 35th Ave South. The decision to add the additional pedestrian path was made to provide connectivity to the existing shared use path network located in South Fargo.
- Ulteig was also asked to provide a scope and fee to study the potential for a roundabout located at 40th Ave S and 36th Street.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is April 2, 2009 when the City asked the Consultant to proceed with the work.

OWNER:

ENGINEER:

By: Dennis Walaker

By: Joshua C. Olson, PE

Title: Mayor

Title: Associate Vice President

Date Signed: _____

Date Signed: 6-3-10

Modifications

1. Engineer shall or has performed the following Additional Services: (See Attachment No. 2, Exhibit A, & Exhibit B)
2. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows: (See Attachment No. 2, Exhibit A, & Exhibit B)
3. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
 - a. For Additional Services already completed prior to June 3, 2010 as per Amendment #1 = **\$15,672.00**
 - b. For Additional Services requested as per Amendment #1 (35th Ave South Path) = **\$14,260.00**
 - c. For Additional Services requested as per Amendment #1 (Roundabout Study) = **\$24,500.00**

Total requested by this amendment = \$54,432.00

ATTACHMENT #2

Basis of Justification:**1. Actual time required to include shoulder widening – (4' widening on East side & 3' widening on West side):**

After the original contract was signed it was requested by the city that Ulteig provide additional services to include shoulder widening to both the left and right shoulder of 36th street south. The decision to widen the roadway and surface the shoulders was made to enhance the safety of the corridor for the traveling public. *The addition of the shoulder widening did not warrant a separate set of plans or specifications. However, some additional time was spent calculating the corresponding dirt work, researching the surface type, calculating the additional quantities, changing the surface type and drafting the corresponding details to include the shoulder widening and surfacing.*

It is worth noting that Ulteig tracked the time under a separate task name during the design and plan preparation process.

Overall the additional fee, based on Ulteig's hourly rates, for design and plan preparation of the proposed shoulder widening was \$15,672.00.

Engineering Fees Compared to Estimated Construction Costs:

Estimated Construction Cost	=	\$ 908,072.90*
Engineering Report / Topo Survey / Design Fee	=	\$ 40,900 (4.5%)
Add. Fee Requested for shoulder widening	=	\$ 15,672
Add. Fee Requested for 35 th Ave S. Path**	=	<u>\$ 14,260</u>
Total Preliminary & Design Engineering Fee	=	\$ 70,832 (7.8%)

*The estimated Construction Cost does not include the 35th Ave S. Path Change Order.

**See Exhibit A for a breakdown of additional costs.

Exhibit A

**Scope of Additional Services
for
35th Avenue S Bike Path
40th Avenue S & 36th Street Roundabout Study
Ulteig Project No. 09.02269**

Prepared by Ulteig Engineers, Inc.
June 3, 2010

PHASE 8: 35TH AVENUE S BIKE PATH

1B Report Preparation: Ulteig will provide a preliminary and final report to analysis three different alternatives for the location of the proposed path along 35th Avenue South. This task will also include a recommendation for the proposed path and preliminary opinion of construction costs. The report will be submitted by pdf to the City for review.

TASK 1B FEES:

Staff	Hours		Rate		Total
Senior Engineer	17.0	x	\$150.00	=	\$2,550.00
Lead Engineering Technician	13.5	x	\$100.00	=	\$1,350.00
Labor Totals	30.5				\$3,900.00
GRAND TOTAL TASK 1B					\$3,900.00

1C Public Input Meeting: Ulteig will coordinate the public input process including one public input meeting located at our Fargo Office, preparation of the required project exhibits, and documentation of public comments received.

TASK 1C FEES:

Staff	Hours		Rate		Total
Lead Engineer	3.0	x	\$136.00	=	\$408.00
Engineer	0.5	x	\$125.00	=	\$62.50
Administration II	0.5	x	\$80.00	=	\$40.00
Labor Totals	20.5				\$510.50
GRAND TOTAL TASK 1C					\$510.50

2A & 2B Design & Plan Preparation: Ulteig will complete the design and plan preparation of the 35th Ave South preferred path location. This task will include the plan preparation of the following plan sheets: Scope of Services, Basis of Estimate / Estimate of Quantities, and Plan and Profile sheets to include removals and site drainage. Additional plan sheets may be added to clarify any unique design or corridor challenges.

TASK 2A & 2B FEES:

Staff	Hours		Rate		Total
Engineer	3.5	x	\$125.00	=	\$437.50
Lead Engineering Technician	24.5	x	\$100.00	=	\$2,450.00
Labor Totals	28.0				\$2,887.50
Estimated Remaining Fees (6/1/10 – End)					\$5,000.00
GRAND TOTAL 2A & 2B					\$7,887.50

3A Topographic Survey: Ulteig will conduct a topographic survey of the existing conditions along 35th Avenue South going 15 ft outside of the R/W limits along the south side of the project corridor. The survey will include existing utilities based on those located as per the one-call locates. Ulteig will also draft the topographic survey data into AutoCAD and develop the project Data Terrain Model (DTM) for designing the project in Civil 3D.

TASK 3A FEES:

Staff	Hours		Rate		Total
Senior Land Surveyor	1.0	x	\$128.00	=	\$128.00
Land Surveyor	2.0	x	\$102.00	=	\$204.00
Senior Survey Crew Chief	4.0	x	\$90.00	=	\$360.00
Survey Crew	4.0	x	\$80.00	=	\$320.00
Lead Engineering Technician	9.5	x	\$100.00	=	\$950.00
Labor Totals	20.5				\$1,962.00
GRAND TOTAL TASK 3A					\$1,962.00

PHASE 9: 40TH AVENUE S & 36TH STREET ROUNDABOUT STUDY

Task 1: Project Management

1A Coordination & Meetings with City of Fargo/NDDOT: To receive timely feedback and keep the Study on schedule, Ulteig will coordinate project issues via e-mails, telephone calls, or face-to-face meetings with City of Fargo (City) staff and a designated NDDOT representative. This task includes one (1) face-to-face meeting with City and/or NDDOT staff.

1B Internal Coordination/Invoicing: Ulteig Engineers will coordinate internally as needed to discuss progress, design issues, and assign tasks. The project manager will review invoices before they are sent to the City, notify the City and track work not included in this scope of services.

1C QC/QA Review: Steve Grabill, PE, PTOE will provide a Quality Control and Quality Assurance review of the Study process, recommendations, and report.

Task 2: Data Collection and Traffic Analysis

2A Collect & Review Data: Ulteig will collect and review pertinent data from available and applicable sources, and from the March 2008 *Intersection Study Report for 40th Avenue and 36th Street South*. This data includes existing traffic volumes and future projections, aerial photos, base mapping, GIS property lines, utility data, existing plans, and existing roadway speeds and design parameters.

2B Perform Roundabout Traffic Analysis (RODEL): Ulteig will use RODEL Roundabout Software to analyze Level of Service and queue lengths for existing and future (2030) traffic volumes. Only PM Peak Hour will be analyzed. RODEL will also be used to refine the roundabout concept geometry as required.

2C Develop SimTraffic Simulation of Roundabout: Ulteig will create a SimTraffic simulation of the 2008 and 2030 PM Peak Hour traffic conditions using the proposed roundabout concept geometry.

Task 3: Concept Development and Evaluation

3A Prepare Rough Initial Concepts for Roundabout Location and Size: The location and size of the roundabout circle can make a significant difference in operation and ROW impacts. Ulteig will develop rough concept sketches with minimal level of detail for up to three (3) combinations of alternative locations and sizes for the roundabout circle. The intent will be for the City and Ulteig to review these rough concepts and select one (1) location/size combination to carry forward for further detailed layout and preliminary design.

3B Develop and Evaluate Detailed Roundabout Concept: Ulteig will develop preliminary horizontal and vertical geometry for the selected concept from Task 3A. The level of design detail will be sufficient to properly evaluate critical elements such as potential ROW needs/impacts, utility conflicts, vertical grade issues, sidewalk/bike path connections/grades, sight distance, speed control through roundabout, truck/bus turning movements, snow plow needs/storage, and constructability/traffic control.

3C Review and Modify Roundabout Concept: This task includes reviewing the roundabout concept with City staff, and completing one (1) round of modifications to the roundabout layout based on input and comments provided.

3D Prepare Preliminary Opinion of Construction & ROW Cost: Ulteig will prepare a Preliminary Opinion of Construction Cost for the roundabout concept, which will include estimated ROW acquisition costs as applicable.

Optional Task 3E: Prepare 3D Model of Roundabout Concept: Ulteig will develop a 3D model of the roundabout concept to assist the City with visualizing the roundabout intersection. Screen captures of these simulations will be included in the report. An electronic version will also be provided to the City as a deliverable upon completion of the Study.

Task 4: Report Preparation and Submittal

4A Prepare and Submit Draft Report: This task includes the time and effort required to write, assemble, and distribute the Draft Report, which will be submitted to the City of Fargo for review and comment. The primary author will be Matt Kinsella, PE. One (1) electronic PDF copy of the Draft Report will be submitted to the City for review.

4B Incorporate Input & Changes into Final Report: Ulteig will review the Draft Report with City of Fargo staff, and will incorporate comments and changes received into the Final Report. This task includes one (1) face-to-face meeting with City of Fargo staff to review comments on the Draft Report.

4C Prepare, Submit, and Present Final Report to PWPEC: Ulteig will prepare the Final Report, submit two (2) paper copies and one (1) electronic PDF copy of the Final Report, and present the Final Report to PWPEC.

ROUNABOUT STUDY MILESTONE/DELIVERABLE DATES

Notice to Proceed	June 14, 2010
Submit Draft Study Report	August 5, 2010
Submit Final Study Report	September 2, 2010



Exhibit B
Ulteig Engineers, Inc.
Fee Estimate for Engineering Services
40th Avenue S & 36th Street Roundabout Study- Fargo, ND
Ulteig Project No. 09.02269

Project Phases and Tasks	Senior Engineer		Lead Engineer		Design Engineer		Graduate Engineer		Technician		Senior GIS Analyst		Lead GIS Analyst		Senior Survey Chief		Surveyor Tech II		Central		Total Hours	Cost
	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost		
Hourly Rate	\$150		\$186		\$115		\$96		\$90		\$128		\$114		\$88		\$70		\$65			
PHASE 9: 40TH AVENUE S & 36TH STREET ROUNDABOUT FEASIBILITY STUDY																						
Task 1: Project Management																						
1A Coordination & Meetings with City of Fargo/ND DOT	8	\$0	4	\$544		\$0		\$0														
1B Internal Coordination/Invoicing	2	\$300	4	\$544		\$0		\$180														\$544
1C O/O/A Review	3	\$450		\$0		\$0		\$0														\$1,024
Task 2: Data Collection and Traffic Analysis																						\$150
2A Collect & Review Data		\$0	2	\$272		\$0		\$180														\$462
2B Perform Roundabout Traffic Analysis (RODEL)		\$0	8	\$1,088		\$0		\$0														\$1,088
2C Develop Sim/Traffic Simulation of Roundabout	2	\$300		\$0		\$460		\$0														\$760
Task 3: Concept Development and Evaluation																						
3A Prepare Rough Initial Concepts for Roundabout Location and Size		\$0	10	\$1,360		\$0		\$0														\$1,360
3B Develop and Evaluate Detailed Roundabout Concept		\$0	40	\$5,440		\$0		\$0		\$560												\$5,900
3C Review and Modify Roundabout Concept		\$0	8	\$1,088		\$0		\$0		\$360												\$1,448
3D Prepare Preliminary Opinion of Construction & ROW Cost		\$0	4	\$544		\$0		\$0		\$0												\$544
Task 4: Report Preparation and Submittal																						
4A Prepare and Submit Draft Report	2	\$300	12	\$1,632		\$0		\$0		\$720												\$2,632
4B Incorporate Input & Changes into Final Report		\$0	4	\$544		\$0		\$0		\$0												\$544
4C Prepare, Submit, and Present Final Report to PWPEC		\$0	4	\$544		\$0		\$0		\$270												\$814
PHASE 9 - ROUNDABOUT STUDY TOTAL COST	9	\$1,350	100	\$13,600	4	\$460	0	\$0	43	\$3,670	0	\$0	0	\$0	0	\$0	0	\$0	6	\$320	164	\$19,800
Optional Task 9E - Prepare 3D Model of Roundabout Concept		\$0		\$0		\$0		\$0		\$0	10	\$1,280	30	\$3,420		\$0		\$0				\$4,700
PHASE 9 TOTAL COST (WITH OPTIONAL 3D MODELING)																						\$24,500

GRAND TOTAL

\$24,500

5

REPORT OF ACTION
CONSULTANT SELECTION COMMITTEE
CONSULTING ENGINEERING SERVICES

Date of Hearing: June 8, 2010

<u>Routing</u>	<u>Date</u>
City Commission	<u>06/14/10</u>
Consultant File	<u> </u>
Project File	<u> X </u>
Petitioners	<u> </u>
Selection Committee	<u> X </u>

Proposals Received for:
 Flood Protection Improvements

<u>Project</u>	<u>Location</u>
5946	North Oaks Addition
5949	Timberline Addition
5950	64 th Avenue South – 38 th Street to Drain 27

New Development Municipal Improvements

5945	MGB First Addition
------	--------------------

Proposals were received from the following consultants:

Consultant	#5946	#5949	#5950	#5945
Ulteig Engineers		X	X	X
Houston Engineering	X	X	X	X
Moore Engineering			X	X
Lightowler Johnson	X	X	X	X
SRF			X	
Bonestroo	X	X	X	X

The Selection Committee evaluated proposals based on the criteria outlined within the RFP:

	<u>Criteria</u>	<u>Points</u>
1.	Understanding of Study Objectives	10
2.	Proposed Approach to Performing Scope of Work	25
3.	Past Performance on Other Local Projects	15
4.	Experience with Similar Projects	25
5.	Hourly fee structure rates	10
6.	Expertise of the Technical and Professional Staff Assigned to the Project	<u>15</u>
		100

Following review of the proposals, the Selection Committee ranked the firms for selection of the preferred consultants.

The Committee then tabulated Committee member proposal rankings. Based on the tabulated ranking the Committee selected the following as the preferred consultants for each project:

Project	Consultant
5946	Houston Engineering
5949	Houston Engineering
5945	Ulteig Engineers
5950	Moore Engineering

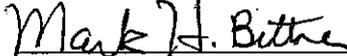
RECOMMENDED MOTION:

Concur with consultant selection and recommend contract award for consulting services for the following projects:

Project	Consultant
5946	Houston Engineering
5949	Houston Engineering
5945	Ulteig Engineers
5950	Moore Engineering

COMMITTEE:

	Present	Yes	No	Unanimous
				X
				Proxy
Mark Bittner, City Engineer	X	X		
Dave Johnson, Deputy City Engineer	X	X		
Brenda Derrig, Senior Engineer	X	X		
April Walker, Senior Engineer	X	X		


 Mark H. Bittner
 City Engineer

- C: Dain Miller Ulteig Engineers
 Jeff LeDoux Houston Engineering
 Jeff Volk Moore Engineering
 Steve Dewald Lightowler Johnson
 Richard G. Lane SRF
 Keith R. Yapp Bonestroo



UTILITY COMMITTEE

Project No. 5726-1 Type: Contract Amendment No. 3
 Anderson Lift Station, Lift
 Station #25 and Forcemain
 Location: 43rd Street and 30th Avenue South
 Date of Hearing: 6/02/10

Routing _____ Date _____
 City Commission _____ 6/14/10 _____
 Project File _____

Brenda Derrig, Senior Engineer, presented the attached memo and Contract Amendment No. 3 for Project 5726-1. The contract amendment is for additional engineering, inspection and project administrative work as detailed below:

<u>Description</u>	<u>Fee</u>
Field Testing	\$ 15,800
Construction Admin & Observation	\$ 80,446
Field Engineering	\$ 60,054
Reimbursables	\$ 33,200
Total =	\$189,500

The original consultant engineering proposal contained a preliminary estimate of fees associated with the construction phase of the project.

MOTION:

On a motion by Mark Bittner, seconded by Pat Zavoral, the Utility Committee voted to approve Contract Amendment No. 3 in the amount of \$189,500 for Ulteig Engineers on Project 5726-1.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				X
				Proxy
Dennis Walaker, Mayor	X			
Mike Williams, City Commissioner	X			
Pat Zavoral, City Administrator	X			
Mark Bittner, City Engineer	X			
Kent Costin, Director of Finance				
Ron Hendricksen, Water Plant Supt.	X			
Peter Bilstad, Wastewater Plant Supt.	X			
Bruce Grubb, Enterprise Director	X			
Scott Liudahl, City Forester				
Terry Ludlum, Solid Waste Utility Manager	X			
James Hausauer, Wastewater Util. Manager	X			
Ben Dow, Public Works Operations Manger	X			

ATTEST:

Bruce P. Grubb
 Enterprise Director

C: Commissioner Mahoney
 Commissioner Wimmer
 Commissioner Piepkorn

ENGINEERING DEPARTMENT

200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: feng@cityoffargo.com

May 25, 2010

To: Utility Committee
From: Brenda E. Derrig, Senior Engineer *Brenda E. Derrig*
Re: Contract Amendment #2 for Project #5726-1

Ulteig Engineers was awarded the engineering contract for Project #5726. This project includes the construction of the Anderson Lift Station, rehabilitation of Lift Station #25, and force main connection. Project #5726 is part of the Request For Proposals (RFP) on the 45th Street Westside Interceptor Sewer. The original contract was for \$770,525. The Utility Committee previously approved contract amendments for a new contract amount of \$884,425.

Attached is a letter from Ulteig requesting an increase in engineering fees of \$189,500. When the RFP was submitted, Ulteig had to rely on the facility plan for an estimated project cost. The actual cost of the project was 2.2 million over the original estimate. Additional fees were also incurred due to increased testing costs. Attached you will find the contract amendment for Project #5726 in the amount of \$189,500 to the amended contract of \$884,425 for a total design engineering cost of \$1,073,925. This cost represents 10.6% of the construction cost.

I recommend that the Utility Committee approve the Contract Amendment of \$189,500 for Project #5726.



May 25, 2010

Brenda Derrig, PE
City of Fargo Engineering Department
200 North 3rd Street
Fargo, North Dakota 58102

Subject: Amendment No.4 to Engineering Services Agreement
Anderson Lift Station (LS 60), Lift Station 25, and 30" Force Main
City of Fargo Project No. 5726
UEI Project No. 07.10947

Attached please find two copies of Amendment No.4 to the Owner-Engineer Agreement for the subject project. Amendment No.4 includes the associated fees for construction administration, observation and field testing services. Ulteig Engineers is requesting an increase of \$189,500 for the additional services listed. Additional fees were incurred on this project as follows:

1. Field testing services (Midwest Testing) were estimated to be \$5,800 in our original proposal. To date those services are \$18,600 and we expect an additional \$3,000 to complete the project.
2. Reimbursable expenses (printing, mileage, travel, per diem, shipping, etc.) were estimated to be \$9,800 in our original proposal. To date reimbursable expenses are \$40,000 and we expect an additional \$3,000 to complete the project.
3. Construction administration and observation services:
 - a. Construction Engineer estimated to be \$177,975. To date \$201,774.
 - b. Resident Project Representative estimated to be \$194,250. To date \$250,897.

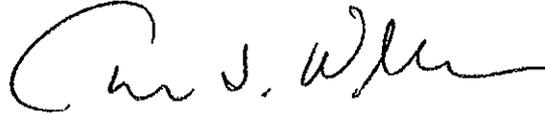
The engineering fees to complete the project, over and above the fees incurred to date, are estimated to be \$60,054 for a total amendment of \$189,500.

It is worth noting that our original fee for this project (\$770,525) was based on a construction cost estimate of \$7,824,000 or approximately 10% of the total construction cost which was taken from the project facility plan. The latest partial pay estimate for construction is \$10,251,855.

If these amendments are acceptable, please sign both copies of Amendment No.4 and forward one copy to my attention at your earliest convenience.

Please feel free to contact me with any questions you may have (701-280-8603). Thank you.

Sincerely,
Ulteig Engineers, Inc.

A handwritten signature in black ink, appearing to read "Tom J. Welle". The signature is fluid and cursive, with a large initial "T" and "W".

Thomas J. Welle, PE
Vice President
Water/Wastewater Services

Cc: Tim Paustian, PE

This is EXHIBIT K, consisting of one (1) page, referred to in and part of the Agreement between Owner and Engineer for Professional Services Dated Feb 27, 2008

AMENDMENT NO. 4 TO OWNER-ENGINEER AGREEMENT

Subject of Amendment:

1. Background Data:

- a. Effective Date of OWNER-ENGINEER Agreement: February 27, 2008
- b. OWNER: City of Fargo
- c. ENGINEER: Ulteig Engineers, Inc.
- d. Project: Fargo Sanitary Collection System Improvements (Fargo Project #5726)

2. Nature of Amendment

Additional Services to be performed by ENGINEER

Modifications to Payment to ENGINEER

Modifications to Time(s) for rendering Services

3. Description of Modifications

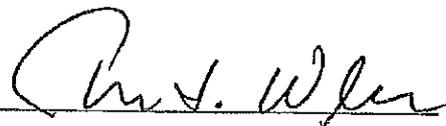
Attachment 1, "Modifications"

OWNER and ENGINEER hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is May 25, 2010.

OWNER:

ENGINEER:

By: _____

By: 

Title: _____

Title: VICE PRES. DEPT

Date Signed: _____

Date Signed: 5/25/10

This is Attachment 1 to EXHIBIT K, consisting of three (3) pages, to Amendment No.3, dated November 25, 2009.

Modifications:

1. Engineer shall perform the following additional services:

Project #5726 – Construction Administration, Observation, and Field Testing

Amend Exhibit A, Paragraph A1.05 (Construction Phase), A, 18 as follows:

18. Perform or provide the following additional Construction Phase tasks or deliverables:

A. Engineer shall provide additional construction administration, construction observation and materials testing services for completion of the project.

2. For the aforementioned additional services Owner shall pay Engineer the following additional compensation:

A. Project #5726 – Construction Administration, Observation, and Field Testing

1. Construction Phase:	<u>\$189,500</u>
Total:	<u>\$189,500</u>

3. Modifications to Exhibit 'C' – Payments to Engineer for Services and Reimbursable Expenses.

Amend Exhibit C, Paragraph C2.04 Compensation for Residential Project Representative, Construction Staking, Construction Reimbursables, Quality Control Testing – Standard Hourly Rates Method of Payment, A.1 as follows:

1. *Resident Project Representative, Construction Staking, Construction Reimbursables, Quality Control Testing.* For services as listed, if any, under paragraph A1.05A of Exhibit A, an amount equal to the cumulative hours charged to the project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all Resident Project Representatives services performed on the Project, plus related Reimbursable expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$606,575 based upon Contract Times set forth herein. The total compensation includes an amended amount of \$189,500 from the subject amendment no. 4 and the original contract amount of \$417,075.

June 8, 2010



Honorable Board of Fargo City Commissioners
200 N 3rd Street
Fargo, ND 58102

Re: Request for Proposals for Engineering Consulting Services
Intersection Control Evaluations (ICE)
Project No. 5922

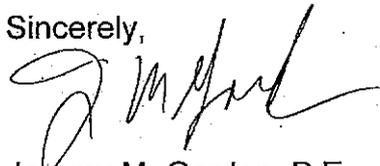
Dear Commissioners,

I have attached a Request for Proposals (RFP) for Engineering Consulting Services to have Intersection Control Evaluations completed this year at 4 key intersections in the City. The locations of the intersections are: North University Drive at 32nd Avenue North, North University Drive at County Road 20 (40th Avenue North), 17th Avenue South at 38th Street, and 9th Avenue South at 40th Street. The Engineering Department has identified the intersections as intersections that could benefit from either a permanent traffic signal or a roundabout. The selected consultant will complete an in-depth analysis of the existing and future conditions at the intersections and recommend what control devices would be the most appropriate for the conditions.

Recommended Motion

Approve the Request for Proposals for Engineering Consulting Services for an Intersection Control Evaluation Study at 4 key intersections located in the City, and approve advertising for Proposals with Proposals due on June 30, 2010.

Sincerely,



Jeremy M. Gorden, P.E.
Senior Engineer, Transportation

JMG/jmg
Attachments

Street Lighting
Sidewalks

Design & Construction
Traffic Engineering

Truck Regulatory
Flood Plain Mgmt.

Mapping & GIS
Utility Locations

CITY OF FARGO
ENGINEERING DEPARTMENT

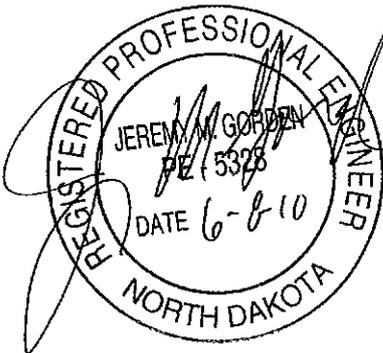
REQUEST FOR PROPOSALS
FOR
ENGINEERING CONSULTING SERVICES

PROJECT NO. 5922

Intersection Control Evaluations – ICE

University Drive & 32nd Avenue N
University Drive & County Rd 20
38th Street & 17th Avenue S
40th Street & 9th Avenue S

June, 2010



Approved:

A handwritten signature in black ink, appearing to read "J M Gorden".

Jeremy M. Gorden, P.E.
Senior Engineer, Transportation

TABLE OF CONTENTS

	Page
I. Purpose of Request.....	1
II. General Instructions	1
III. Preliminary Project Schedule.....	2
IV. Evaluation Criteria	3
V. Terms and Conditions.....	3
VI. Proposal Format and Content.....	4
VII. Description of Project.....	6
VIII. Scope of Work	7
IX. Data Requirements.....	11

Appendix A Cost Proposal Form

Appendix B Federal Certifications

Request for Proposals
for
Engineering Services

I. PURPOSE OF REQUEST

The City of Fargo requests Proposals from qualified consultants for the following project:

Intersection Control Evaluations (ICE) at 4 existing intersections located within the City of Fargo. The intersections are as follows:

1. University Drive and 32nd Avenue N
2. University Drive and Co Rd 20 (aka 40th Avenue N)
3. 38th Street and 17th Avenue S
4. 40th Street and 9th Avenue S

The City intends to utilize one consultant to complete the project. The City reserves the right to reject any or all submittals.

II. GENERAL INSTRUCTIONS

- A. Any questions or comments regarding the proposal should be submitted to Jeremy Gorden. Phone number is 701-241-1545 or email jgorden@cityoffargo.com.
- B. Proposals shall be submitted to:

OFFICE OF THE CITY AUDITOR
c/o FARGO CITY HALL
200 NORTH THIRD STREET
FARGO ND 58102

- C. All Proposals must be clearly identified and marked for the projects that the Proposal is being submitted on:

Proposal for Engineering Services
Project Number 5922

All proposals must be received by 11:30, Wednesday, June 30, 2010, at which time the proposals will be opened for review. Three (3) copies of the proposal must be presented.

The Proposal format shall consist of a general section of the firm's background, experience and personnel and specific sections pertinent to each specific project that is covered in the proposal.

- D. Selection Committee

The proposal will be reviewed by the Selection Committee. The Selection Committee will include the following representatives:

City Engineer – Mark Bittner
Deputy City Engineer – Dave Johnson
Senior Engineer - Transportation – Jeremy Gorden

III. PRELIMINARY PROJECT SCHEDULE

- A. Consultant Selection
- | | |
|---|------------------------|
| Solicit Consultant Proposals | June 14, 2010 |
| Receive Proposals | 11:30am, June 30, 2010 |
| Selection Committee | |
| Select Firm for Project | Week of July 5, 2010 |
| City Commission Approval of Consultant Selection & Contract | July 12, 2010 |
| Notice to Proceed | July 13, 2010 |

B.	<u>Project Schedule</u>	
	Kick Off Meeting	Late July 2010
	95% Complete Meeting	October 2010
	Final Completion	December 2010

IV. EVALUATION CRITERIA

A. Criteria

The Selection Committee will evaluate and validate all qualifying proposals. The proposal evaluation process will permit the Selection Committee to identify the letter that best meets the needs of the City. Selection will rely on the Committee's assessment of the proposal's compliance with the requirements and intent of the Request for Proposals. The assessment will be based on the following criteria:

	<u>Points</u>
1. Past performance and related experience with Roundabouts.	35
2. Expertise of the technical and professional staff assigned to the project.	15
3. Ability to complete project in timeline set forth in Request	5
4. Familiarity with Advanced Capacity Analysis Softwares	15
5. Cost	30

B. Each proposal will be evaluated on the above criteria by the Evaluation Committee. The Committee will determine which firm would best provide services requested by the Request for Proposals.

C. The City of Fargo is an Equal Opportunity Employer.

V. TERMS & CONDITIONS

A. The City reserves the right to reject any or all proposals or to award the contract to the next most qualified firm if the successful firm does not execute a contract within forty-five (45) days after the award of the proposal.

B. The City reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

- C. Any proposal may be withdrawn up until the date and time set above. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of 90 days, to provide to the City the services set forth in the attached specifications, or until one or more of the proposals have been approved by the City Commission.
- D. If, through any cause, the firm shall fail to fulfill in timely and proper manner the obligations agreed to, the City shall have the right to terminate its contract by specifying the date of termination in a written notice to the firm at least ninety (90) working days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for any satisfactory work completed.
- E. Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the City and shall contain, as a minimum, applicable provisions of the Request for proposals. The City reserves the right to reject any agreement that does not conform to the Request for Proposals and any City requirements for agreements and contracts.
- F. The firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the City.

VI. PROPOSAL CONTENT

Proposals shall be as concise as possible. Proposals shall include the following sections:

1. Response to Administrative Questions (Section VI-B)
2. Brief Summary of Technical Process
3. Description of Similar Projects
4. Project Staff
5. Scope of Work with Fee

Detailed requirements and directions for preparation of each section are outlined below:

A. Administrative Questions

In your response to each of the following questions, please cite the question before each answer.

1. Who will serve as the respondent's authorized negotiator?

Give name, title, address, and telephone number of the respondent's authorized negotiator. The person cited shall be empowered to make binding commitments for the respondent firm.

2. Provide workload and manpower summary to define respondent's ability to meet project timeline.

B. Summary of Technical Process

Briefly discuss the methodology that your firm proposes to use to satisfactorily achieve the required services on this project. Address any unique situations that may affect timely, satisfactorily completion of this project.

C. Project Staff

Provide a project staff description, a staff summary that addresses individual roles and responsibilities, and one-page resumes for all project participants.

The completion of the scope of work in this agreement by the contractor must be done without any adverse effect in any way on other contracts that the contractor currently has in place with the City.

D. Similar Project Experience

Description of similar types of studies/construction projects completed or currently under contract.

E. Selection Process

The City's Selection Committee will review each consultant's technical submittal and rank each firm's qualifications based on the evaluation criteria.

The City will enter into a contract with the top ranked firm for each project. The City reserves the right to reject any, or all, submittals.

F. Scope and Fee

Provide the Selection Committee with a thorough scope and fee that clearly documents the consultant's approach to project.

VII. DESCRIPTION OF PROJECT

Intersection Control Evaluation (ICE)

Engineers have an increasing number of options for intersection traffic control than they had in the past. Previously, the only solution to traffic delay and safety problems for at grade intersections was the installation of a traffic signal. Currently, other options including roundabouts, reduced access intersections, and higher capacity intersections are acceptable alternatives to the designer. To select the best option an Intersection Control Evaluation (ICE) study must be performed to compare viable alternatives.

In order to determine the optimal intersection control strategy, the overall design of the intersection must be considered. Some general objectives for good intersection design that should be considered are:

- Provide adequate sight distance
- Minimize points of conflict
- Simplify conflict areas
- Limit conflict frequency
- Minimize the severity of conflicts
- Minimize delay
- Provide acceptable capacity

The purpose of the ICE report is to document all of the analysis (technical and financial) that went into determining the recommended alternative. The goal is to select the optimal control for an intersection based on an objective analysis of the existing conditions and future needs.

Generally, intersection improvement projects are developed as a portion of a much larger project or as a safety or capacity project at a specific location. The following is the list of steps to the ICE:

1. Identify intersections to be analyzed by ICE.
2. Collect Traffic Data (to be completed by City).
3. Perform Warrant Analysis.
4. Analyze Alternatives (Safety, Capacity, Additional Factors).

5. Recommended Alternative(s).
6. Prepare concept designs for recommended alternative(s).
7. Identify right of way needs and other factors to be part of the ICE evaluation process.
8. Develop cost estimates for recommended alternative(s).
9. Re-evaluate and select preferred alternative.
10. Write formal ICE Report.

Engineers can select from a number of different alternatives for intersection control. Each type of control has advantages and disadvantages. Additionally, some types of control are not as common in North Dakota as traditional traffic control methods (roundabouts versus traffic signals). Some types of traffic control are listed below.

Traffic Signals
All Way Stop Control
Roundabout
Access Management Treatments (Limit certain traffic movements through median construction or other treatments)

VIII. SCOPE OF WORK

The ICE Process

The steps necessary to complete an ICE are described below.

A. Warrants and Justification

In order for the engineer to determine if any traffic control is necessary at an intersection, data must be examined to determine if a "Warrant" is met for the particular intersection control alternative. Even if a "Warrant" is met, it may not be the correct action to take for a given situation. The engineer must determine if the treatment is "Justified." The "Warrant" and "Justification" process is detailed below.

Warrants: The MUTCD contains warrants for Traffic Signals. Generally speaking, warrants are met if the amount of vehicular traffic, crashes, or pedestrians is significant enough to meet minimum levels. These levels are based on research, which documented the conditions where additional traffic control was considered. Information needed to determine if a warrant is met is contained in the MUTCD.

Warrants are commonly used to determine if a traffic signal should be considered for a location. Roundabouts are considered to be warranted if

traffic volumes meet or come close to meeting the criteria for traffic signals. However, site-specific safety issues may warrant the installation of a traffic control device (e.g. a roundabout) where traffic volume warrants are not met. Special considerations to install a traffic control device should be taken at any intersection where "typical" warrants are not met but safety issues are present.

Justification: Even if an intersection meets a warrant for traffic control, that treatment may not be justified. The justification process requires engineering judgment. Whether an intersection justifies a particular type of intersection control is based upon a number of factors. The ICE report should document these factors to support the alternative or not. These factors should include, but are not limited to, the following:

- Existing safety and congestion issues
- Plans for the roadway based on an adopted corridor study
- The spacing of nearby intersections or driveways and how they conform to adopted access management guidelines
- The environment in the corridor
- Future anticipated traffic volumes
- The distance to the nearest traffic controlled intersections
- The amount of turning traffic
- The breakdown and percentage of types of vehicles
- The amounts of non-motorized traffic
- Sight distance
- Available right of way
- Available funds for construction
- Support of the local agency

B. Crash Evaluation

For existing intersections, crash records for the most recent five years should be obtained from the ND DOT (City will request and provide this information). This data should be displayed in a crash diagram. A comparison of existing crashes with anticipated crashes per traffic control alternative should be completed. The analysis should calculate crash reductions per year and an overall crash cost reduction per year.

C. Intersection Capacity Evaluation

To evaluate the capacity and level of service of a particular intersection it is important to begin with basic traffic data:

1. Existing AM and PM turning volumes

2. Design year (2035) AM and PM turning volumes (Compare design year flows with the existing flows and check out any anomalies. It is critical that the design year flows do not exceed the capacity of the surrounding network.)
3. Design vehicle (WB-62)
4. Base Plan with defined horizontal, vertical, and site constraints

An analysis using acceptable software is required. RODEL is required for roundabout analysis, SYNCHRO, SIM-TRAFFIC is required for traffic signals and four way stops. All of the intersections listed for examination will run a free signal timing plan if a traffic signal is installed.

The product of this analysis is a comparison of level of service, delay and queue lengths for each alternative. This analysis should provide sufficient detail such that comparisons between alternatives can be made.

The results of the capacity analysis should be summarized in the report. Levels of Service, delay and maximum queue lengths should be reported for all approaches and/or traffic movements for all time periods and analysis years. It is recommended that an electronic copy of the initial conceptual design sketch and analysis be provided as documentation.

D. Right of Way Impacts and Project Cost

Each alternative will have concept drawings prepared for the purposes of determining right of way impacts as well as construction costs. The level of detail in the design will be determined depending on the location and type of intersection alternative. The goal of this step is to have reasonable assurance that all right of way impacts are determined and an accurate cost estimate is obtained.

E. Other Considerations

Pedestrian and/or Bicycle Issues: Depending on the volume of users, one alternative may be preferred to another. The study should address the issues, if applicable, and indicate how they are considered in the final recommendation.

The ICE Report/Memorandum

The ICE report should follow the outline below and thoroughly document the process described previously.

1. Cover Sheet
A signature block must be included with spaces for the report preparer.
2. Description of Location
The report must document the location of the project in relation to other roadways and include an accompanying map at a suitable scale.
3. Existing Conditions
The report must document the existing conditions of the roadway including existing traffic control, traffic volumes, crash data, roadway geometrics, conditions of the roadway and right of way limits. A graphic/layout should be used to display much of this information.
4. Future Conditions
The report must document future conditions (year 2035) based on anticipated development including traffic volumes, new or improved adjacent or parallel roadways and anticipated change in access.
5. Analysis of Alternatives
The report must include a discussion of each alternative and why it is recommended or not. The report should document the following analyses for each alternative considered: warrant analyses, crash analyses capacity analyses, right of way and construction cost impacts, system consistency, and other considerations. Warrant analyses are usually done for existing conditions. Crash analysis is done comparing the existing crashes with those anticipated after the change in traffic control. A capacity analysis for each alternative must be completed for existing conditions with and without the improvement. Additionally, a capacity analysis must be done for future conditions. A discussion of the relative intersection delays for each alternative must be included. Currently, RODEL is required for isolated roundabouts, and SYNCHRO is recommended for traffic signals and all way stops.
6. Recommended Alternative
The report must recommend an alternative based upon the alternative analysis and a discussion of the justification factors. The report must document the justification factors, which are appropriate for each alternative and come to a logical conclusion on which alternative is recommended.
7. Appendices
The report should include supporting data, diagrams and software reports that support the recommendations being made.

IX. DATA REQUIREMENTS

For completion of the report, the following data may be required. Some of these requirements can be waived depending on existing conditions and the available improvement alternatives. The Traffic Engineer must be contacted to approve a change in requirements.

Traffic Volumes

- Turning movement counts for the AM and PM peak periods (2 hours each and less than 2 years old) City to provide this information.
- Future intersection approach volumes (only needed if Warrant is unmet in existing time period).
- Future turning movement volumes for the AM and PM peak hours using pre- approved growth rates or future modeling parameters.

Crash Data

- Crash data for the last five full calendar years (Must be obtained from ND DOT, City will complete this step).

Existing Geometrics

- The existing geometrics of the intersection being considered for improvement must be documented. It is preferable to provide a layout or graphical display of the intersections showing lane configurations with existing striping, lane widths, parking lanes, shoulders and/or curb treatments, medians, pedestrian and bicycle facilities, right of way limits and access driveways or adjacent roadways for all approaches. The posted speed limit and the current traffic control of each roadway must also be shown or stated. Adjacent structures, overhead utilities, and vaults should also be outlined such as buildings, bridges, box culverts, power poles, etc.
- A larger scale map showing the intersection in relationship to parallel roadways and its relationship (including distances) to other access points along the corridor is also required.
- The locations of schools or other significant land uses, which may require more specialized treatment for pedestrians or vehicles, should be documented, if applicable.
- Geographic features must be shown if they will influence the selection of an alternative, such as wetlands, parkland, gasoline lines, etc.

Proposed Geometrics/Traffic Control Alternative

- A layout or conceptual plan showing the proposed geometrics for the recommended traffic control alternative must be included. An electronic

copy of the design in AutoCAD is required. The plan should document all changes from the existing conditions.

Capacity Analysis

- A summary table of delays for all movements, approaches and overall intersection delay must be provided for AM and PM peak hours, both existing and future conditions, for each alternative analyzed. Software output should be included in an appendix. An electronic copy of the analysis is preferred.

APPENDIX A
COST PROPOSAL FORM

PROJECT : 5922

LOCATION: University Drive and 32nd Avenue N
University Drive and County Rd 20
38th Street and 17th Avenue S
40th Street and 9th Avenue S

TYPE: Intersection Control Evaluations - ICE

COST PROPOSAL FORM

Project: 5922
Type: Intersection Control Evaluation
Location: 4 Locations

Cost Proposals shall be based on fixed fee lump sum amount unless otherwise noted.
Attach basic fee structure.

Intersection Control Evaluation _____

TOTAL _____

APPENDIX B

FEDERAL CERTIFICATIONS

CERTIFICATION
OF
RESTRICTION ON LOBBYING

I _____, hereby certify on behalf of
(Name and title of grantee official)

_____ that:
(Name of grantee)

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.
- (2) 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.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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, US 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.

Executed this _____ day of _____, _____

By _____
(Signature of Authorized Official)

(Title of authorized)

DEBARMENT OR SUSPENSION CERTIFICATION

The Participant, _____ (name of firm) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph two (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause of default.

THE PARTICIPANT, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. 3801 ET SEQ. ARE APPLICABLE THERETO.

(Signature of Authorized Official)

Date

(Title of Authorized Official)



ENGINEERING DEPARTMENT

200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: feng@cityoffargo.com

June 8, 2010



Honorable Board of Fargo City Commissioners
200 N 3rd Street
Fargo, ND 58102

Re: Agreement with Kadrmass, Lee & Jackson (KLJ) for Engineering Services
for 7th Avenue North – 45th Street to 38th/39th Street
Improvement District No. 5908-03

Dear Commissioners,

I have attached an Agreement with Scope of Services and Fee with KLJ for Engineering Services related to the full reconstruction of 7th Avenue North between 45th Street and the intersection of 38th/39th Street just west of the I-29 overpass. KLJ will be completing a Project Concept Report (a requirement for Federal Transportation funds) for the corridor and will also be completing the final design for the project. This project is slated to be bid in February 2011 in Bismarck, with the project to be constructed in 2011. The Consultant Selection Committee selected KLJ for the project in March 2010. This Agreement will officially start the environmental and design process with KLJ.

Recommended Motion

Approve the Agreement with Kadrmass, Lee & Jackson, Inc. for Engineering Services for the 7th Avenue North corridor between 45th Street and the 38th/39th Street intersection, in the amount of \$161,700.00

Sincerely,

Jeremy M. Gorden, P.E.
Senior Engineer, Transportation

JMG/jmg
Attachments

Street Lighting
Sidewalks

Design & Construction
Traffic Engineering

Truck Regulatory
Flood Plain Mgmt.

Mapping & GIS
Utility Locations

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of **June 7, 2010** ("Effective Date") between **City of Fargo** ("Owner") whose address is 200 N 3rd St; Fargo, ND 58102 and **Kadmas, Lee & Jackson, Inc.**, ("Engineer") whose address is 1505 30th Ave. S.; Moorhead, MN 56560. The Engineer agrees to provide the services described below to Owner for **the reconstruction of 7th Avenue from 45th Street to I-29** ("Project"). The services Engineer shall provide, or cause to be provided, are further defined in attached Exhibit A – Engineer's Services and are generally described as follows: **Preliminary and Design Engineering**. Owner shall provide, or cause to be provided, the payment for these services as set forth in attached Exhibit B – Payment for Services.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 10.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each

class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) Upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a provider of professional services; or

2) Upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its engineers may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

~~E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).~~

F. All project documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting

from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal).

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist engineers or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 KL&J Additions to EJCDC E-520

A. The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Engineer's negligent performance of professional services under this Agreement and that of its sub-engineers or anyone for whom the Engineer is legally liable. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees and sub-engineers (collectively, Engineer) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Owner's negligent acts in connection with the Project and the acts of its contractors, subcontractors or engineers or anyone for whom the Owner is legally liable. Neither the Owner nor the Engineer shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

B. The Owner shall not reuse or make any modification to the project documents without Engineer's prior written authorization. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless our officers, directors, employees and sub-engineers (collectively) against any damages, liabilities or costs, including reasonable attorneys' fees and defense

costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the project documents by the Owner or any person or entity that acquires or obtains the project documents from or through the Owner without our written authorization.

C. In the event of a dispute arising out of or relating to the agreement or the services to be rendered hereunder, both parties hereby agree to (1) attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party, (2) if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by both parties, and (3) if the dispute or any issues remain unresolved after the first two steps, either party may seek to have the dispute resolved by a court of competent jurisdiction.

D. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Owner nor the Engineer, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Owner and the Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

E. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents. Each Party may change its designated individual(s) at any time by written notice to the other Party

9.01 Total Agreement

A. This Agreement (together with any expressly incorporated exhibits and appendices), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented,

modified, or canceled by a duly executed written instrument.
Page 174

The Engineer's compensation is conditioned on the time to complete the services by March 2011. Should the time to complete services be extended beyond this period, total compensation to Engineer shall be appropriately adjusted. Engineer is authorized to begin rendering services as of the Effective Date.

10.01 Payment and Schedule

Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

In accordance with Exhibit B - Payment of Services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Fargo

ENGINEER: Kadrmas, Lee & Jackson, Inc.

By: _____
(signature)

By: Mark Anderson
(signature)

By: Dennis Walaker
(printed or typed name)

By: Mark Anderson
(printed or typed name)

Title: Mayor

Title: Transportation Practice Area Leader

Date Signed: _____

Date Signed: 6-8-2010

Address for giving notices:

Address for giving notices:

Jeremy Gorden, PE

Kris Bakkegard, PE

200 N 3rd Street

PO Box 96

Fargo, ND 58102

Moorhead, MN 56560

Designated Representative:

Designated Representative:

Attn: Jeremy Gorden, PE

Attn: Kris Bakkegard, PE

Title: Senior Engineer - Transportation

Title: Project Manager

Phone Number: 701-241-1529

Phone Number: 218-287-3170

Facsimile Number: 701-241-8101

Facsimile Number: 218-287-6313

E-Mail Address: JGorden@ci.fargo.nd.us

E-Mail Address: Kris.Bakkegard@kljeng.com

June 7, 2010

**KADRMAS, LEE & JACKSON, INC.
SCOPE OF SERVICES
PRELIMINARY ENGINEERING**

PHASE I: PROJECT CONCEPT REPORT & ENVIRONMENTAL DOCUMENTATION

PHASE II: PLANS & SPECIFICATIONS

**PROJECT SU-8-984(142)145
7th Avenue North Project**

I. PURPOSE

The purpose of this exhibit is to describe the scope of work and responsibilities required in connection with the Project Concept Report (PCR) and environmental documentation necessary for Federal approval of the proposed project. Kadrmas, Lee & Jackson (KL&J) will develop the PCR and environmental documentation for the 7th Avenue North Project. The following scope of work and corresponding fee summary is based upon the preparation of a Categorical Exclusion (CATEX). If it is determined that an Environmental Assessment (EA) or Environmental Impact Statement (EIS) is required, the additional work will be added by supplement to this agreement.

II. OBJECTIVE

The general objective of this study in Phase I is to provide documented information necessary for the city of Fargo and the Federal Highway Administration (FHWA) to reach a consensus on the improvements necessary for the 7th Avenue North Project. Alternatives include, but are not limited to: no action and full reconstruct of a 3-lane section on the existing alignment. All factors related to the alternatives must be considered, including social impacts, economic factors, cultural resources, and environmental impacts. The following programs, manuals and documents will be used in the administration of the project:

- MS Word 2007 and MS Excel 2007
- AutoCAD 2010
- Civil 3D 2010

KL&J will prepare the PCR with the specific objective of documenting the requirements for each project alternative, including permitting requirements, environmental impacts, and mitigation, in order to obtain a CATEX. KL&J will evaluate the alternatives and make recommendations as to the preferred alternative(s). The CATEX documentation will be developed in compliance with applicable State and Federal regulations. The information will be objective and complete. KL&J will bring to the attention of the city of Fargo and FHWA unforeseen information and issues that are relevant to the project decision. KL&J will not indicate any preference publicly for any alternative prior to completion of the study unless specifically requested to do so by the city of Fargo.

For Phase II, the objective of the project is to provide design calculations, plan drawings, details and special provisions for the preferred alternative determined in Phase I.

III. SERVICES TO BE PERFORMED BY KL&J

BG 1 – Project Concept Report

Ground Surveys

The ground survey files will be obtained from the city of Fargo and used in the development of alternatives. Once the alternatives have been refined it will be determined whether or not additional pick-up survey is necessary.

KL&J survey staff will be responsible for any additional pick-up survey. Ten hours of crew time have been allowed in the initial budget for completing the pick-up survey.

Project Management & Coordination

Project Schedule (4 Updates)

KL&J will submit a schedule to the city of Fargo for the completion of the PCR. This will include the establishment of milestone dates for the major work items. The schedule will be reviewed and adjusted as necessary through completion of the PCR to incorporate changes in the scope of work and progress to date.

Progress Reports (Bi-weekly updates)

The KL&J team will provide written progress reports, which summarize the work performed in the current period, upcoming activities in the next period, and work to be performed by the city of Fargo. The report shall include percent complete for the submittals and other activities deemed necessary. The status report shall also identify any milestone activity that is not completed or anticipated not to be completed on time. The report shall include the reasons why any milestone date was missed and what actions will be taken to get the project back on schedule. Progress reports will be submitted bi-weekly via email to the Fargo Engineering contact, and the NDDOT Local Government contact.

Project Management & Subconsultant Coordination

The KL&J Project Manager shall provide overall coordination of the work completed by the Design Team and Subconsultants. KL&J will also provide the overall coordination and interaction with the city of Fargo, NDDOT, FHWA, government agencies, land/business owners, and the public.

Design Team Meetings (Five (5) Meetings)

The Design Team will meet with representatives from the city of Fargo on a bi-monthly schedule to discuss design issues, scheduling, progress and upcoming work. It is anticipated the meetings will all be in person meetings.

QC/QA

KL&J will implement the QC/QA plan for the preliminary engineering and environmental documentation phase as outlined in our proposal. The QC/QA matrix will be submitted to the city of Fargo for approval.

Field Review Meeting

KL&J will lead a project field review with representatives from the city of Fargo, and NDDOT. Preliminary project information will be discussed at the field review to confirm the scope of work and identify potential concerns and alternative solutions. A written summary will be prepared and distributed.

Project Concept Report – Existing Conditions

Data Collection

KL&J will collect various plans, reports, data and materials relevant to engineering concerns within the study area that are necessary in preparing the Project Concept Report and environmental documentation. We will also conduct assessments of the study area from an environmental standpoint. This activity includes collecting data and materials relative to the natural, built, and social environment within the study area.

Mailing List

KL&J will identify and compile a mailing list of affected, potentially affected, or interested parties, as well as governmental agencies, elected and appointed officials who will be solicited for input regarding the project. The initial list of local property owners will be provided by the City and then maintained by KL&J.

Existing Project Conditions

KL&J will compile and evaluate the data collected and prepare the Existing Conditions section of the PCR. This section will include a summary of the following characteristics:

- Existing Structures
- Construction History
- Pavement Condition
- Existing Typical Section
- Geometrics
- Traffic Operations
- Right-of-Way
- Traffic
- Hydrology
- Utilities
- Lighting
- Drainage
- Safety Review
- Access Control

Project Concept Report – Preliminary Design Reports

Pavement Design

KL&J will work with the city of Fargo to develop final aggregate base and pavement thickness requirements. It is anticipated that standard city of Fargo pavement sections will be used for the project.

Hydraulics & Structure Selection and Preliminary Storm Drain Evaluation

KL&J will perform hydrologic and hydraulic analysis to evaluate the size and location of proposed storm inlets. KL&J will also evaluate the adequacy of the existing line in place.

Preliminary Lighting Design

KL&J will perform a lighting analysis to evaluate proposed light spacing.

Project Concept Report – Proposed Improvements

Preliminary Earthwork Calculations

KL&J will perform preliminary earthwork computations to estimate excavation quantities and borrow requirements.

Construction Phasing/Traffic Control

KL&J will prepare the traffic control plan to accommodate the necessary sequencing and staging of the work as determined with the city of Fargo. The traffic control plan will be developed to meet MUTCD and the city of Fargo requirements. It is anticipated that 7th Avenue will be closed and detoured during construction.

Typical Sections

KL&J will prepare typical sections for the alternatives that will be studied in the Project Concept Report.

Identify Project Alternatives (2)

Using preliminary survey and other data collected, KL&J will develop and evaluate the following two alternatives:

- Do Nothing
- Three lane, urban-hybrid section

Construction Cost Estimates

KL&J will prepare preliminary construction cost estimates for each of the build alternatives.

Project Concept Report – Public Involvement

Solicitation of Views

KL&J will prepare and distribute, upon review and approval, a solicitation of views package to affected, potentially affected, or interested parties, as well as governmental agencies with a possible interest in the project's planning at the beginning of the study process. The letter will be used as a means of "scoping" issues pertinent to the study and to obtain information about any permits, licenses, or other agency requirements needed to construct the project.

Public Hearing

KL&J will prepare for and conduct a Public Hearing at the conclusion of the study. The purpose of the Public Hearing is to present to the public the results of the study and obtain any comments regarding the proposed action. The format for the meeting will include a short presentation with an open house to follow. Preparation for the meeting will include any or all of the following: PowerPoint presentation, visual displays, public handouts, exhibits, and plan drawings.

Transcript of Public Hearing

Following the Public Hearing, KL&J will provide a Transcript of Public Hearing provided by a court reporter. KL&J will provide the city of Fargo with an electronic version of the Transcript of Public Hearing in pdf format. KL&J will make five (5) copies for distribution. KL&J will retain one copy and submit the remaining four (4) copies and the original to the city of Fargo.

Project Concept Report – Environmental Data

Environmental Data Collection

KL&J shall conduct baseline data regarding the existing environmental conditions in the project study area. This activity consists of collecting various information and materials relative to the social, economic, and environmental resources and characteristics of the study area. Information will be collected from any or all of the following sources: federal, state, regional, and local agencies; members of the public; interested parties; pertinent literature sources; and/or field reviews.

Environmental Analysis & Permitting

The following categories will be evaluated, per FHWA Technical Advisory and NDDOT Design Manual Guidance. Categories that we expect to be most relevant to this project are shown in bold:

- **Land Use**
- Prime and Unique Farmlands
- **Social**

- Relocation
- Economic
- **Pedestrian/Bicycle Considerations**
- Air Quality
- Noise
- Water Quality
- **Wetlands**
- Water Body Modification, Wildlife, and Invasive Plant Species
- **Floodplain**
- State Scenic River Threatened and Endangered Species
- Cultural Resources
- Hazardous Waste
- Visual
- Energy
- Trees
- **Temporary Construction**
- Low Income and Minority Living Areas
- Section 4(f) and 6(f) Involvement

Comments & Coordination

KL&J will stay in close contact with the various affected agencies to evaluate potential impacts. We will document the agency involvement process including solicitation of views, and other coordination efforts throughout the study period.

Section 4(f) & 6(f) Evaluation

Any Section 4(f) or 6(f) properties will be identified and potential impacts will be evaluated. For Section 4(f) properties, if it is determined that a Programmatic or full Section 4(f) Evaluation would be needed, a supplemental agreement would be required.

Project Concept Report -Environmental Document

Develop Draft PCR

The Draft Project Concept Report (PCR) will be prepared and submitted to the city of Fargo and NDDOT for distribution and review. The PCR will be a compilation and summary of the work completed. Reports from the project meetings, environmental documentation, survey, preliminary roadway design, hydraulics, pavement design and lighting design will be referenced as part of the PCR.

Following is an outline of the PCR:

- Executive Summary
- Purpose and Need
- Alternatives
- Environmental Impacts
- Environmental Commitments and Permitting
- Public Involvement

Assemble & Submit Pre-Draft and Draft PCR

KL&J will assemble all analysis and documentation into a concise Pre-Draft Project Concept Report following the guidelines established in the NDDOT Design Manual and submit a PDF copy to the city of Fargo and NDDOT. The Project Concept Report will follow the template provided on-line by the NDDOT. After implementation of any comments and approval from the city of Fargo and NDDOT, KL&J will assemble and submit an electronic copy of the Draft PCR to the city of Fargo and NDDOT and then circulated for review and comment by the city of Fargo and NDDOT.

Prepare & Submit Final PCR

Input and comments from review of the Draft PCR process will be incorporated into the Final PCR. KL&J will prepare, assemble, and submit the Executive Summary & Decisions Document, and 4 copies (with the PDF file) of the Final PCR to the city of Fargo and NDDOT for distribution.

Wetland Delineation

Field Wetland Delineation

KL&J will collect preliminary wetland-related data for the project area, including but not limited to National Wetlands Inventory (NWI), NRCS soil survey, USGS topographic survey, and aerial photography. KL&J will conduct a field wetlands delineation, including GPS data collection, for all area within the proposed construction and temporary easement limits. The wetlands delineation will be completed in accordance with the US Army Corps of Engineers (USACE) 1987 Delineation Manual and the 2008 Interim Great Plains Regional Supplement. A report summarizing the findings of the field delineation will be prepared. This report shall contain level of detail sufficient for NDDOT to obtain a jurisdictional determination from the USACE. Any required permitting associated with project wetland impacts, as well as mitigation, will be completed during the design phase of this project. The SOV letter to the USACE will be mailed upon completion of the field delineation and approval of the delineation report by the NDDOT Environmental Section.

Pursuant to NDCC 43-36-25 soils classifications, or determination of hydric soil, must be performed by a registered soil classifier.

Cultural Resource Management

Cultural Resource Coordination

KL&J will coordinate with the NDDOT and SHPO to determine whether any further cultural resources work will be required for this project.

BG 2 – Roadway Design

Roadway Design -Management & Coordination

Develop & Update Project Schedule

KL&J will submit a schedule to the city of Fargo for the completion of the plans and specifications. This will include the establishment of milestone dates for the major work items. On a monthly basis through the bidding phase, the schedule will be reviewed and adjusted as necessary to incorporate potential changes in the scope of work and progress to date.

Project Progress Reports (Bi-weekly)

The KL&J team will provide written progress reports, which summarize the work performed in the current period, upcoming activities in the next period, and work to be performed by the city of Fargo. The report will include percent complete for the submittals and other activities deemed necessary. The status report shall also identify any milestone activity that is not completed or anticipated not to be completed on time. The report will include the reasons why any milestone date was missed and what actions will be taken to get the project back on schedule. Progress reports will be submitted bi-weekly via email to the city of Fargo.

Project Management & Coordination

KL&J will manage the project and provide overall coordination of the work completed by the planning team. This work will consist of managing work assignments, client coordination, project budget, and schedule.

Design Team Meetings

The Design Team will meet with representatives from the city of Fargo on a bi-monthly schedule to discuss design issues, scheduling, progress and upcoming work. It is anticipated the meetings will all be in person meetings. Three meetings are anticipated for this phase.

QC/QA

KL&J will implement the QC/QA plan for Phase II as outlined in KL&J's proposal. The QC/QA process will be documented.

Adjacent Project Coordination

KL&J will provide the overall coordination and interaction with other projects in the area. Including the coordination of traffic control and haul routes.

Roadway Design – Environmental/Permitting

KL&J will prepare and submit applications for the following project permits:

- US Army COE Section 404 permit

Erosion / Sediment Control Plan

KL&J will include on the project plans the materials, quantities, and approximate locations to be used for erosion and sediment control during construction.

Roadway Design – Preliminary Plans

The roadway design will include preliminary plan preparation consisting of design calculations, drafting and engineering for the following:

- **Notes**
- **Quantities**
- **Basis of Estimate**
- **General Details**
- **Typical Sections**
- **Removals**
- **Storm Sewer**
- **Plan & Profile**
 - Geometrics
 - Horizontal Alignment
 - Vertical Alignment
 - Earthwork Calculations
- **Layouts**
 - Coordinate & Curve Data
 - Survey Data Layout
 - Radius Point Layout
 - Intersection Layout
 - Jointing
 - Erosion Control Layout
- **Work Zone Traffic Control**
- **Signing**
- **Marking**
- **Lighting**
- **Cross Sections**

Roadway Design – Drainage Design

Drainage Analysis and Design

KL&J will determine final grades for any ditches required on the project. KL&J will also size and determine final inverts for approach and centerline culverts. The storm sewer design will include preliminary plan preparation consisting of design calculations, drafting and engineering for the mainline storm sewer.

Roadway Design – Plan Submittal

50% Plans Submittal & Field Review

KL&J will assemble and distribute plans at approximately 50% completion for review by NDDOT and the city of Fargo. A field review meeting will be held in conjunction with this submittal. It is anticipated that this meeting will be a webcast/conference call. Written responses will be provided to all comments.

90% Plans Submittal & PS&E Plan Review

KL&J will assemble and distribute plans at approximately 90% completion for review by NDDOT and the city of Fargo. After the agencies have completed their review, KL&J will coordinate and facilitate the PS&E review meeting, anticipated to take place in Fargo. Written responses will be provided to all comments from the PS&E review meeting.

Final Plans -Revisions & Submittal

Revisions from the PS&E will be incorporated into the final plans. The final plans submittal will include the special provisions, engineer's estimate, utility certification and right of way certification.

Roadway Design – Utility Coordination

Utility Coordination

KL&J will identify utility conflicts and work with the utility companies and the city of Fargo to inventory and develop any relocation or replacement plans for existing utility facilities. Utility certification will be provided concurrent with the final plan submission.

Roadway Design – Pre-Bid/Bid Activities

Opinion of Cost

KL&J will develop the engineer's opinion of cost for submittal to the city of Fargo and NDDOT for the 50%,90% and final plans.

Bid Opening

KL&J will be available to answer pre-bid questions from the contractors and assist city of Fargo and NDDOT in preparation of bid documents. We will provide staff to prepare addendums, if necessary. The KL&J Team will also attend the bid opening and be available to assist in recommendations to award the project.

IV. DELIVERABLES PROVIDED BY KL&J

1. Project schedule with milestone dates for key activities. The schedule will be reviewed quarterly with up to four (4) updates.
2. Materials and reports for Field Review.
3. Progress reports at bi-weekly intervals.
4. Minutes and reports for meetings.
5. Preliminary cost estimates for the alternates studied by KL&J
6. Prepare assemble, distribute, present and review the Executive Summary & Decisions Document and Draft/Final Project Concept Reports.
7. Project Concept Report will contain all original responses for SOVs and any sheets with original signatures.
8. Programmatic 4(f) & 6(f) Evaluation (if required)
9. Wetland Delineation

V. WORK NOT INCLUDED IN KL&J SCOPE OF WORK

1. Utility relocation agreements
2. Environmental clearance for borrow sites
3. Noise Study
4. Right-of-Way Appraisals
5. Easement/Right-of-Way Descriptions
6. Legal Surveys
7. Geotechnical Analysis
8. Pavement Design Report

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

The Agreement is supplemented to include the following agreement of the parties:

B1.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. A Lump Sum amount of \$161,700.00 based on the following estimated distribution of compensation:
 - a. Project Concept Report \$34,800.00
 - b. Design and Plan Preparation \$126,900.00
 2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
 3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
 4. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period.
- B. *Period of Service:* The compensation amount stipulated is conditioned on a period of service not exceeding 12 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

(w)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

District No. 5229 Type: Street Patching

Location: Ridgewood Addition Date of Hearing: 06/08/10

<u>Routing</u>	<u>Date</u>
City Commission	06/14/10
PWPEC File	X
Project File	<u>April Walker, Rob Hasey</u>
Petitioners	_____
David W. Johnson	_____

The Committee reviewed the attached recommendation from Rob Hasey for cost participation for asphalt street patching associated with the Ridgewood Flood Control Project.

On a motion by Bruce Hoover, seconded by Mark Bittner, the Committee voted to recommend approval of the cost share.

RECOMMENDED MOTION

Approve payment of \$4,843.13 to Wanzek Construction for street patching on District 5229.

PROJECT FINANCING INFORMATION:

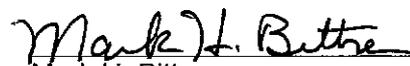
Recommended source of funding for project: Flood Sales Tax

	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

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				X
Pat Zavoral, City Administrator	X	X		
Jim Gilmour, Planning Director	X	X		
Bruce Hoover, Fire Chief	X	X		
Mark Bittner, City Engineer	X	X		
Bruce Grubb, Enterprise Director	X	X		
Ben Dow, Acting Director of Operations	X	X		
Steve Sprague, City Auditor	X	X		Dan Eberhardt

ATTEST:



 Mark H. Bittner
 City Engineer



Memorandum

To: PWPEC
From: Rob Hasey, Storm Sewer Utility Engineer *RH*
Date: 6/8/2010
Re: Improvement Dist. 5229 – Ridgewood Flood Control

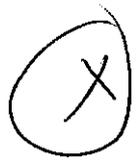
The city of Fargo Engineering Department has received a request for reimbursement from Wanzek Construction in regards to extra work performed to temporarily patch sections of Woodland Drive North.

A 2" temporary asphalt patch was installed on Woodland Drive North & Plumtree Road North where pavement was removed during the water main replacement project - Improvement District #5781 (built in 2008). The temporary patch was intended to last until a full reconstruction of Woodland Drive & Plumtree Road could be completed after work associated with the flood control project was finished.

As a result of the 2009 spring flood levee construction, removal & construction equipment associated with the flood control project, portions of the 2" asphalt patch deteriorated & needed to be repaired at the end of 2009. The city requested Wanzek to patch Woodland Drive , the cost for the asphalt patching totaled \$9,686.26.

The city of Fargo is proposing to split half of the cost associated with the patching of Woodland Drive with Wanzek. Source of funding shall be charged to 2009 flood damages. Total cost to be reimbursed to Wanzek Construction - \$4,843.13.

REPORT OF ACTION
UTILITY COMMITTEE



Project No. 5656 Type: Change Order No. 3
64th Ave N. Sanitary Sewer Extension

Location: 64th Avenue North and 37th Street

Date of Hearing: 6/02/10

<u>Routing</u>	<u>Date</u>
City Commission	6/14/10
Project File	_____

Brenda Derrig, Senior Engineer, presented the attached memo and final balancing Change Order No. 3 to Project 5656. The change order is for additional miscellaneous work items as detailed below:

<u>Description</u>	<u>Cost</u>
6" Gate Valve and Box	\$ 900.00
Seeding and Mulching	\$ 3,500.00
Remove/Replace Gravel Parking Lot	\$ 4,874.82
Harwood Lagoon Remobilization	\$ 8,849.15
Harwood Forcemain Tap	\$ 1,381.73
Harwood Lagoon Valve Operation	\$ 435.56
Raise Harwood Lagoon Valve Boxes	\$ 4,200.00
Harwood Lift Station RTU	\$22,445.00
Remove/Replace Construction Fencing	\$ 3,771.90
Total =	\$50,358.16

MOTION:

On a motion by Bruce Grubb, seconded by Terry Ludlum, the Utility Committee voted to approve Change Order No. 3 in the amount of \$50,358.16 with Dakota Underground Company for Project 5656.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				X
				Proxy
Dennis Walaker, Mayor	X			
Mike Williams, City Commissioner	X			
Pat Zavoral, City Administrator	X			
Mark Bittner, City Engineer	X			
Kent Costin, Director of Finance				
Ron Hendricksen, Water Plant Supt.	X			
Peter Bilstad, Wastewater Plant Supt.	X			
Bruce Grubb, Enterprise Director	X			
Scott Liudahl, City Forester				
Terry Ludlum, Solid Waste Utility Manager	X			
James Hausauer, Wastewater Util. Manager	X			
Ben Dow, Public Works Operations Manger	X			

ATTEST:

Bruce P. Grubb

Bruce P. Grubb
Enterprise Director

C: Commissioner Mahoney
Commissioner Wimmer
Commissioner Piepkorn

June 1, 2010

To: Utility Committee

From: Brenda E. Derrig, Senior Engineer *Brenda E. Derrig*

Re: Change Order for Project #5656 –Dakota Underground Company

Dakota Underground Co. was awarded the Contract for Project #5656, 64th Avenue North Sanitary Sewer Extension in the amount of \$1,259,610.02. The Utility Committee previously approved Change Orders #1 and 2 in the amount of \$59,540.

Change Order #3 is the final change order for the project. Two of the items are balancing quantities. The gravel removal and replacement is related to a change of conditions at the lift station site. The Harwood lagoons costs were due to a delay waiting for the lagoons to be drained so we could tie into them. There are also costs associated with the field adjustment of the valve vaults. The final change order item was requested by the City to place an RTU in the last lift station leaving Harwood so we can monitor the flow. The total amount of Change Order #3 is \$50,358.16 for a total project increase of \$109,898.16. This represents 9% of the original contract amount.

I recommend that the Utility Committee approve Change Order #3 for Dakota Underground Co. in the amount of \$50,358.16.

Contract dated: May 12, 2009

Owner: City of Fargo

To: Dakota Underground Company
4001 15th Avenue NW
Fargo, ND 58102

H.E. Project No. 5530_000

This change is requested by Owner and made under the terms of or is supplemental to your present contract. When approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

Description of Change:

Items 18 and 34 adjust quantities to final field quantities. Add items 50, 51, 52, and 53 due to changed conditions (item #50 temporary fencing and item #51 gravel parking lot were due to lift station construction by other contractor), or remobilize and down time tapping into Harwood's lagoon piping for items #52 and #53. Turning the valves in the lagoon valve boxes (item #54) was requested during the flood of 2010. Item #55, field adjustment of the lagoon valve boxes, required the lids to be lengthened to be above the 100-year flood elevation. Item #56 (lift station monitoring RTU) was requested by the City to be

Item of Work	Item	Unit	Orig. or Prev. Changed Qty.	Revised Qty.	+ or - Changed Qty.	Unit Price	Increase Amount	Decrease Amount
18	6" Gate Valve and Valve Box	EA	2	3	1	\$ 900.00	\$ 900.00	
34	Sedding and Mulching	AC	11	16	5	\$ 700.00	\$ 3,500.00	
ADDITIONAL ITEMS:								
51	Removal/Replacement of gravel construction parking lot at County Road 20 Lift Station site for installation of 18" PVC	LS	0	1	1	\$ 4,874.82	\$ 4,874.82	
52	Remobilization due to downtime and delay for Harwood to drain lagoon	LS	0	1	1	\$ 8,849.15	\$ 8,849.15	
53	Tap into Harwood's Forcemain	LS	0	1	1	\$ 1,381.73	\$ 1,381.73	
54	Turn valves at lagoon valve boxes	LS	0	1	1	\$ 435.56	\$ 435.56	
55	Raise lagoon valve box lids	LS	0	1	1	\$ 4,200.00	\$ 4,200.00	
56	Lift station monitoring RTU	LS	0	1	1	\$ 22,445.00	\$ 22,445.00	
TOTALS							\$ 50,358.16	
NET CHANGE CONTRACT PRICE							\$ 50,358.16	

Quantities shown are not necessarily pay quantities and are subject to change.

This Order - Total Net Increase: \$50,358.16

Net Increase to Date: \$109,898.16

Total Original Contract Amount: \$ 1,259,610.02

Total to Date: \$ 1,369,508.18

Approved: _____

Date: _____

Approved: *Roger C. Hagen*
(Owner)

Date: 5-28-2010

Approved: *[Signature]*
(Engineer)

Date: 5-28-2010

Approved: *[Signature]*
(Contractor)

Handwritten scribbles and numbers, possibly "101004".

5656
#50

INVOICE

Dakota Fence®

1110 25TH AVE NORTH
PO BOX 1408
FARGO, ND 58107-1408
(701) 237-6181
FAX (701) 293-7811



SOLD TO: 101004
DAKOTA UNDERGROUND
4001 15TH AVE NW
FARGO, ND 58102

SHIP TO: 101004
DAKOTA UNDERGROUND
CASS CO 20 & 1 29
FARGO, ND 58102

INVOICE # : 137479
INVOICE DATE : 08/21/2009
SHIP DATE : 08/05/2009
Job # : 9D4984

SALESREP : BK
TERMS : UPON RECEIPT
SHIP METHOD :
P.O. # :

Description

INSTALL TEMPORARY FENCE COUNTY ROAD 20 AND I29	\$3,429.00
REMOVE AND REINSTALL 440 FEET EXISTING FENCE	
INSTALL 220 FEET NEW TEMPORARY FENCE	

Total Amount: \$3,429.00

Comments:

Extra

plus 10%

OK. 18" PVC south of CR 20.
Remove/Reinstall Rice Lake
Temp. Construction Fencing.
Does the Total Amount include
the 10%?

Received By: _____

Please Pay From This Invoice !

→ 10% 342.90
TOTAL \$3771.90

51

51

Date 8/6/09 Job # 5656 Description Tore out parking lot at Rice Lake site

Employee	Rate	x Hours	Amount	Equipment	Rate	x Hours	Amount
Kurt	\$60.75	6	\$364.50	375	\$261.23	4	\$1,044.92
Craig	\$42.75	4	\$171.00	966	\$82.93	4	\$331.72
Shaw	\$29.25	4	\$117.00	Skidsteers	\$30.35	6	\$182.10
Matt	\$40.50	2	\$81.00				
Derrick	\$33.75	2	\$67.50				
subtotal			\$801.00	Total Equipment			\$1,558.74
+ 25% profit & overhead			\$200.25	Total Labor			\$1,001.25

Material/Subs	Cost	Qty	Amount
- Fabric	\$0.72	711 sy	\$511.92
- Class 5	\$13.80	33 yds	\$455.40
- Class 5	\$11.44	77.32 ton	\$884.54
-			
-			
-			
subtotal			\$1,851.86
+ 25% profit & overhead			\$462.97
Total Material			\$2,314.83
Total			\$4,874.82

Date 11/12/09 Job # 5656 Description Remobilization and delay, downtime for draining lagoon

Employee	Rate	x Hours	Amount	Equipment	Rate	x Hours	Amount
Ryan	\$58.50	10	\$585.00	330	\$129.84	10	\$1,298.40
Rafael	\$47.25	10	\$472.50	966F	\$82.93	10	\$829.30
Blake	\$27.00	10	\$270.00	D6	\$113.73	10	\$1,137.30
Andy	\$45.00	10	\$450.00	LS 190	\$32.79	10	\$327.90
Danny	\$42.75	10	\$427.50				

subtotal	\$2,205.00	Total Equipment	\$3,592.90
+ 25% profit & overhead	\$551.25		
Total Labor			\$2,756.25

Material/Subs	Cost	Qty	Amount
- Remobilization	\$2,500.00	1 ls	\$2,500.00
-			
-			
-			
-			
-			
		subtotal	\$2,500.00
		Total Material	\$2,500.00
		Total	\$8,849.15

Page 196
#53

#53

Date 7/9/09 Job # 5656 Description Tapped Harwood forcemain
5656-1

Employee	Rate	x Hours	Amount	Equipment	Rate	x Hours	Amount
Ryan	\$58.50	3	\$175.50	350L	\$172.01	3	\$516.03
Rafael	\$47.25	3	\$141.75	966F	\$82.93	3	\$248.79
Blake	\$27.00	3	\$81.00	D6R	\$113.73	3	\$341.19
Nate	\$22.50	3	\$67.50	Skidsteer	\$32.79	3	\$98.37
Danny	\$42.75	3	\$128.25				
Andy	\$45.00	3	\$135.00				

subtotal	\$729.00	Total Equipment	\$1,204.38
+ 25% profit & overhead	\$182.25		
Total Labor			\$911.25

Material/Subs	Cost	Qty	Amount
- 10x8 tapping sleeve	\$664.04	1	\$664.04
- 8" Gate Valve	\$872.14	1	\$872.14
- Valve Box	\$116.70	1	\$116.70

subtotal	\$1,652.88
+ 25% profit & overhead	\$413.22
Total Material	\$2,066.10
Total	\$4,181.73

Bid Item 25 - \$2800
EXTRA COST \$135/23

RECEIVED

JY DAKOTA
UNDERGROUND CO, INC
MUNICIPAL AND HEAVY CONTRACTORS
FARGO, ND

MAR 19 2010

Houston Engineering, Inc.

Date 3/12/2010 Job # 5656 Description Pumped out knife valve structure on North side of sewage lagoons and switched Harwood System into sewage lagoons

FLOOD REQUEST TO TURN VALVES

Employee	Rate	x Hours	Amount	Equipment	Rate	x Hours	Amount
Kurt	\$60.75	3	\$182.25	3" Pump	\$11.00	1.5	\$16.50
Brant	\$58.50	1	\$58.50				\$0.00
Marty	\$47.25	2	\$94.50				\$0.00
			\$0.00				\$0.00
			\$0.00				\$0.00
			\$0.00				\$0.00

subtotal	\$335.25	Total Equipment	\$16.50
+ 25% profit & overhead	\$83.81		
Total Labor			\$419.06

Material/Subs	Cost	Qty	Amount
-			\$0.00
-			\$0.00
-			
-			
-			
-			
		subtotal	\$0.00
		+ 25% profit & overhead	\$0.00
		Total Material	\$0.00
		Total	\$435.56

#55

#15

Roger Hagen

From: Brenda Derrig [BDerrig@cityoffargo.com]
Sent: Tuesday, May 18, 2010 3:09 PM
To: Roger Hagen
Subject: RE: Bev etc Hogland

Thanks.

Brenda E. Derrig, P.E.

Senior Engineer

City of Fargo
200 N 3rd Street
Fargo, ND 58102
Phone: 701-241-1549
Fax: 701-241-8101

From: Roger Hagen [mailto:rhagen@houstoneng.com]
Sent: Tuesday, May 18, 2010 3:06 PM
To: Brenda Derrig
Subject: Bev etc Hogland

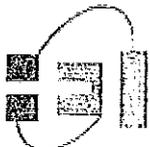
Yes they are South of lagoons on west side of the road.

North of Jon Treitline.

DO NOT LAGOON VALV.
BOX LIDS

On another item-when the two vaults up on the north side of the lagoon we had to move them due to obstructions etc,etc in the field to lower ground and the covers are below flood levels. We have given Dakota the new info and they will add to the top etc-total of \$4200. Seems reasonable so we said yes-let's do it as I know they need to be above the water! They will also attempt to make them more waterproof at the same time.

Roger Hagen, PE, RLS, Vice President



Houston Engineering Inc.

1401 21st Avenue North Fargo, ND 58102
Phone: 701.237.5065 / Fax: 701.237.5101 / Direct: 701.499.2050

Email: rhagen@houstoneng.com
Website: www.houstoneng.com

#56

#56

MIDSTATES ENGINEERING CORP.

303-28th ST, SW
FARGO, ND 58103
(701) 293-3184

PROPOSAL SUBMITTED TO <u>FARGO WWT PLANT</u>		PHONE	DATE <u>5-7-10</u>
STREET <u>3400 No. BROADWAY</u>		JOB NAME <u>SAN. LIFT STATION RTU</u>	
CITY, STATE and ZIP CODE		JOB LOCATION <u>HARWOOD, ND</u>	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

Provide WWT STATION MONITORING RTU PER THE FOLLOWING:
30" x 24" STAINLESS STEEL ENCLOSURE w/ DRIP SHIELD AND
PADLOCK KIT; 100 WATT HEATER; COMPACT LOGIX PLC & MODULES
w/ SERIAL COMMUNICATION TO MDS-9710A RADIO; COAXIAL CABLE
& FITTINGS w/ POLY PHASED ARRESTER; YAGI ANTENNA; I.S. BARRIER
FOR HIGH LEVEL ALARM FLOAT; TVSS AND POWER SUPPLY FOR D.C.;
BATTERY CHARGER AND POWER TRANSFER RELAY; BATTERY; GROUNDING
AND MISC PANEL COMPONENTS; SUBMITTAL MATERIALS AND O&M
MANUALS; CAD WIRING SCHEMATIC; UL LISTING; PLC AND
MASTER STATION PROGRAMMING \$18,500.00

Provide INSTALLATION OF RTU AND ANTENNA AT LIFT
STATION; INSTALL HIGH LEVEL FLOAT; INTERCONNECTION
WIRING TO STATION CONTROLLER; SALES TAX ON MATERIALS
AND RTU; STATE INSPECTION FEE. \$2400.00

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

dollars (\$ PER LISTINGS)

Payment to be made as follows:

TOTAL \$20,900

MARKUP BY DAKOTA 10% on 10,000 5% on 10,900 \$11,545

\$11,545

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

[Signature]

TOTAL

Note: This proposal may be withdrawn by us if not accepted within

120 days. \$22,445

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

4

REPORT OF ACTION

UTILITY COMMITTEE

Project No. 5729 Type: Change Order No. 5 – Part A
45th Street Interceptor Forcemain

Location: 45th Street from 9th Avenue South to 19th Avenue North

Date of Hearing: 6/02/10

<u>Routing</u>	<u>Date</u>
City Commission	6/14/10
Project File	

Brenda Derrig, Senior Engineer, presented the attached memo and Change Order No. 5 – Part A to Project 5729. The change order is for additional miscellaneous work items as detailed below:

<u>Description</u>	<u>Cost</u>
Fiber rolls for sediment runoff control (1,280')	\$ 4,416.00
Main Avenue median landscaping	\$11,097.50
Total =	\$15,513.50

MOTION:

On a motion by Mark Bittner, seconded by Peter Bilstad, the Utility Committee voted to approve Change Order No. 5 - Part A, in the amount of \$15,513.50 with Riley Brothers Construction Inc. For Project 5729.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				X
				Proxy
Dennis Walaker, Mayor	X			
Mike Williams, City Commissioner	X			
Pat Zavoral, City Administrator	X			
Mark Bittner, City Engineer	X			
Kent Costin, Director of Finance				
Ron Hendricksen, Water Plant Supt.	X			
Peter Bilstad, Wastewater Plant Supt.	X			
Bruce Grubb, Enterprise Director	X			
Scott Liudahl, City Forester				
Terry Ludlum, Solid Waste Utility Manager	X			
James Hausauer, Wastewater Util. Manager	X			
Ben Dow, Public Works Operations Manger	X			

ATTEST:



Bruce P. Grubb
Enterprise Director

C: Commissioner Mahoney
Commissioner Wimmer
Commissioner Piepkorn

ENGINEERING DEPARTMENT

200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: feng@cityoffargo.com

May 25, 2010

To: Utility Committee

From: Brenda E. Derrig, Senior Engineer *Brenda E. Derrig*

Re: Change Order for Project #5729 –Riley Brothers Construction, Inc.

Riley Brothers was awarded the contract for Project #5729, which included the Drain 40 improvements and the force main installation on 45th Street, 9th Ave. South to 19th Ave. North in the amount of \$8,418,563.82. The Utility Committee previously approved Change Order No. 1, 2, 3 and 4 for Part A (force main installation) and Change Order No. 1 and 2 for Part B (Drain #40 Improvements) for a total contract increase of \$83,476.06.

Attached you will find Change Order No. 5, Part A related to the force main installation in the amount of \$15,513.50. This change order includes costs for the installation of fiber rolls along 45th Street North and replacement of the landscaping in the median of Main Avenue east of 45th Street. Change Order No. 4, Part A will be funded by State Revolving Funds. The total change order increase, including No. 4, Part A represent 1% of the total construction cost.

I recommend that the Utility Committee approve Riley Brothers' Change Order No. 5, Part A in the amount of \$15,513.50.

CONTRACT CHANGE ORDER, PART A, NO. 5
Improvement District #5729
Sanitary Forcemain, Drain 40 Improvements and Incidentals
45th Street (9th Avenue South to 19th Avenue North)

14145
 Proj. No. _____
 4/16/2010
 Date _____
 ND
 State _____
 Cass
 County _____

City of Fargo
 Owner _____
 To Riley Bros. Construction, Inc.
 (Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

DESCRIPTION OF CHANGES (Supplemental Plans & Spec. attached)				DECREASE in Contract Price	INCREASE in Contract Price
Items	Unit	Quantity	Unit Price		
1. Fiber Rolls	LF	1280	\$3.45		\$4,416.00
2. Main Avenue Median Landscaping	LS	1	11,097.50		\$11,097.50

TOTALS	\$		\$	15,513.50
NET CHANGE IN CONTRACT PRICE	\$		\$	15,513.50

JUSTIFICATION

See attached justification sheet.

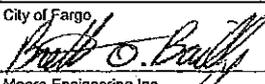
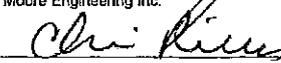
The Amount of the Contract will be (Decreased) increased by The Sum of: _____ Dollars \$ 15,513.50

The Contract Total including this and previous Change Orders Will Be: _____ Dollars \$

TIME FOR COMPLETION

The Contract Period Provided for Completion Will Be (Changed) (Unchanged) (Decreased) _____
 The Completion Date shall be (Changed) (Unchanged) _____

This document will become a supplement to the contract and all provisions will apply hereto.

Requested	City of Fargo	(Owner)	(Date)
Recommended	 Moore Engineering Inc.	(Engineer)	4-16-2010 (Date)
Accepted	 Riley Bros. Construction, Inc	(Contractor)	4-28-2010 (Date)

**CONTRACT CHANGE ORDER, PART A, NO. 5
Improvement District #5729
Sanitary Forcemain, Drain 40 Improvements and Incidentals
45th Street (9th Avenue South to 19th Avenue North)**

Justification for Change Order Items

Item 1 –Fiber Rolls:

Fiber rolls (also called straw wattles) were installed behind the back of curb to minimize sediment entering 45th Street, between 7th Ave N and 12th Ave N. There was a lack of room for storage of material due to the closeness of 45th Street on one side and trees, lilac bushes and a fence on the opposite side. Fiber rolls would allow construction traffic to better deliver and remove material than silt fence. This allowed construction to proceed faster, reducing the time needed for traffic control on 45th St., thereby reducing public inconvenience and improving safety.

Item 2 –Main Avenue Median Landscaping:

The Main Avenue median was removed and paved to allow for temporary crossover traffic for the installation of the 36-inch PVC forcemain piping and 10'x6' RCB across Main Ave. This item would restore the landscaping in the median to its original condition.

**CONTRACT CHANGE ORDER, PART A, NO. 5
Improvement District #5729
Sanitary Forcemain, Drain 40 Improvements and Incidentals
45th Street (9th Avenue South to 19th Avenue North)**

Change Order A-5 Special Instructions

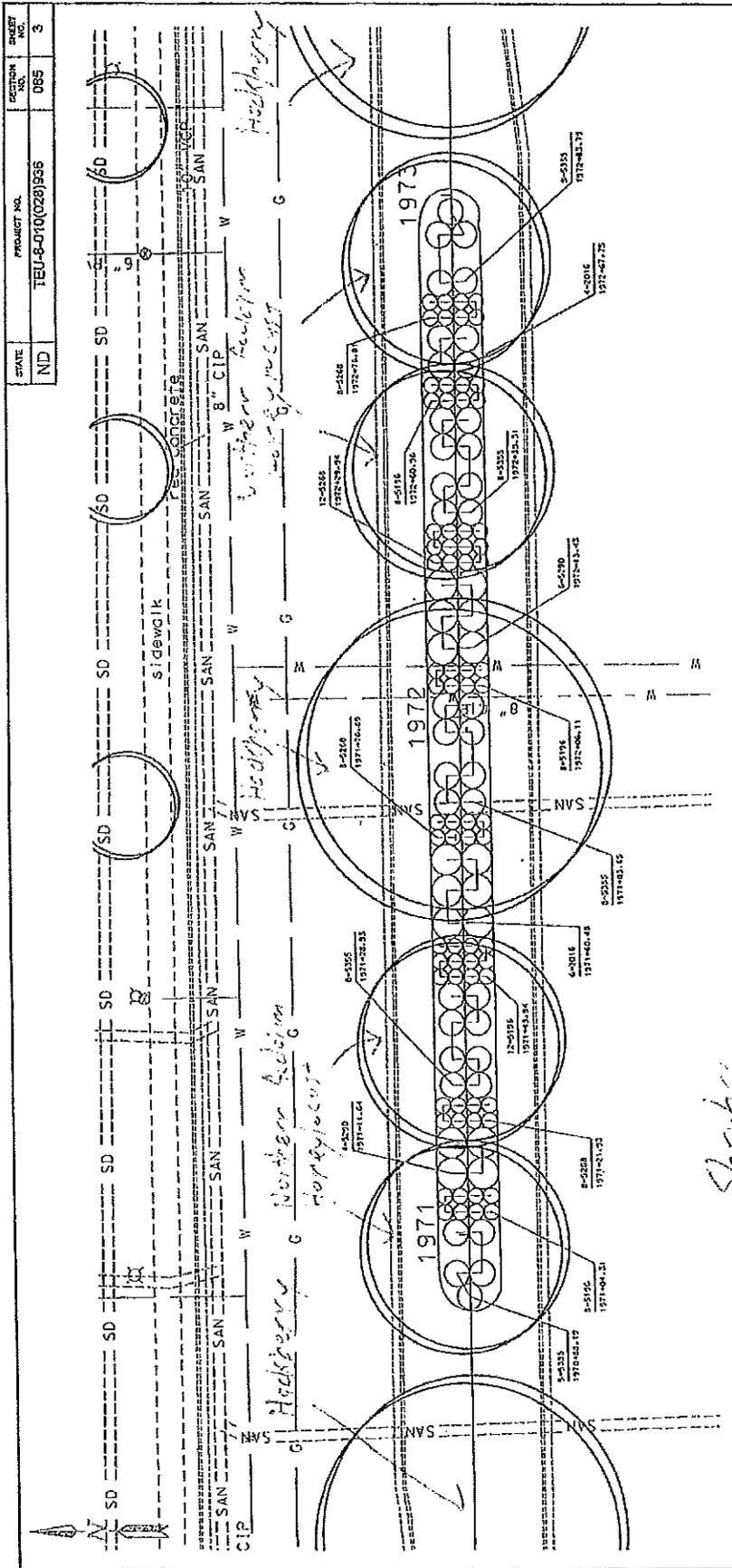
Item 1 – Fiber Rolls:

The pay item shall include all labor, equipment and material needed to install fiber rolls per Section 3300, 2.2 of the City of Fargo Specifications.

Item 2 – Main Avenue Median Landscaping

The pay item shall include all labor, equipment and material needed to install 126 #1 container shrubs per the attached layout, with the date 7/16/2009. Also included are mulch, with dimensions of 250'x15' and edging. Tree installation is a separate pay item.

7/16/79



I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly Registered Landscape Architect under the laws of the State of North Dakota.

Date: 7-28-79, S. Reg. No. 2

MAIN AVENUE
LANDSCAPE ENHANCEMENTS
MEDIAN SHRUB DETAIL
Sht. 1870-75 - Sct. 1973
FARGO, ND

Plant List

Code	Plant Name	Quantity
P-2016	Emerald Green Holly	10
P-2015	Acorn Maple - Emerald Green	20
P-2014	Golden Sycamore	20
P-2013	Flowering Dogwood	20
P-2012	Black Chip Juniper	10
P-2011	Abies Nordmann Blue	24

Legend

⊠	Existing light pole
⊡	Existing sign
○	Existing vegetation
◊	Existing hydrant
•	Existing valve
◻	Existing benches
⊞	Existing power pole
⊞	Existing fire hydrant
⊞	Existing manholes
○	Proposed shrub
○	Proposed tree

661

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

District No. 5640

Type: Change Order No. 1

Location: 42nd Street South/9th Avenue South Area

Date of Hearing: 06/08/10

<u>Routing</u>	<u>Date</u>
City Commission	06/14/10
PWPEC File	X
Project File	Cody Eilertson
Petitioners	
David W. Johnson	

The Committee reviewed Change Order No. 1 for added work items on District 5640:

1. Additional curb and gutter replacement
2. Extend median at Barnes & Noble entry
3. Extend sidewalk at 2nd Avenue South
4. Edge milling

On a motion by Pat Zavoral, seconded by Ben Dow, the Committee voted to recommend approval of change order.

RECOMMENDED MOTION

Approve Change Order No. 1 in the amount of \$157,130 for District 5640.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: 50% Special Assessment
50% Street Sales Tax

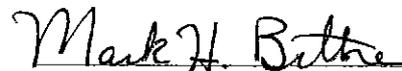
Developer meets City policy for payment of delinquent specials
 Agreement for payment of specials required of developer
 50% escrow deposit required

Yes	No
	N/A
	N/A
	N/A

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Pat Zavoral, City Administrator	X	X		X
Jim Gilmour, Planning Director	X	X		
Bruce Hoover, Fire Chief	X	X		
Mark Bittner, City Engineer	X	X		
Bruce Grubb, Enterprise Director	X	X		
Ben Dow, Acting Director of Operations	X	X		
Steve Sprague, City Auditor	X	X	Dan Eberhardt	

ATTEST:


 Mark H. Bittner
 City Engineer

Impr Dist No: 5640
 Date Entered: 06/03/2010
 Date Printed: 06/04/2010

Chg Ord No: 1
 For: Northern Improvement Co.

This change is made under the terms of or is supplemental to your present contract and, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

More removal and replacement of curb and gutter and pavement than was originally estimated was required to correct deficiencies in surface and subgrade drainage, as well as to improve ride. Use PG 58-28 oil for asphalt base courses. Extend median near Barnes and Noble entrance. Extend sidewalk along the S side of 2nd Ave S from 42nd St to San Juan Dr. Edge mill rather than full mill on 9th Ave S to improve crown.

Sec	Item	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
18	3470	Furnish & Install Inlet Casting	EA	1.00	0.00	1.00	1.00	2.00	375.00	375.00
18	3660	Remove Asphalt Pavement	SY	600.00	0.00	600.00	1,325.00	1,925.00	5.50	7,287.50
18	3670	Remove Concrete Pavement	SY	100.00	0.00	100.00	150.00	250.00	8.50	1,275.00
18	4010	Subgrade Preparation	SY	800.00	0.00	800.00	1,700.00	2,500.00	5.80	9,860.00
18	4050	Geotextile Filter Fabric	SY	800.00	0.00	800.00	1,700.00	2,500.00	2.00	3,400.00
18	4069	Gravel Base (Class 5) - 9"	SY	800.00	0.00	800.00	1,700.00	2,500.00	9.95	16,915.00
18	4104	Concrete Curb & Gutter (Type II)	LF	2,150.00	0.00	2,150.00	300.00	2,450.00	14.95	4,485.00
18	4132	7" RC Driveway	SY	115.00	0.00	115.00	30.00	145.00	56.00	1,680.00
18	4138	4" RC Sidewalk	SY	725.00	0.00	725.00	150.00	875.00	38.95	5,842.50
18	4310	Remove Curb & Gutter	LF	1,420.00	0.00	1,420.00	1,000.00	2,420.00	5.15	5,150.00
18	4341	Asphalt Base Course (Includes 5 - 5 1/2% Oil)	TON	350.00	0.00	350.00	-350.00	0.00	72.85	-25,497.50
18	11580	Asphalt Base Course PG 58-28 Oil	TON		0.00	0.00	1,200.00	1,200.00	63.50	76,200.00
Section 1 Sub Total										106,972.50
19	3654	Remove & Replace Curb & Gutter	LF	400.00	0.00	400.00	1,550.00	1,950.00	40.70	63,085.00
19	4352	Milling along Curb	LF	14,000.00	0.00	14,000.00	4,500.00	18,500.00	1.30	5,850.00
19	4354	Milling 1-2"	SY	11,230.00	0.00	11,230.00	-10,730.00	500.00	1.75	-18,777.50
Section 2 Sub Total										50,157.50
Total:										157,130.00

Source of Funding: 50/50 Special Assessments / Street Sales Tax

Net Amount Change Order 1: \$157,130.00
 Previous Change Orders: \$0.00
 Original Contract Amount: \$1,296,021.73
 Total Contract Amount: \$1,453,151.73

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

APPROVED:

Mak H. Bittor
 City of Fargo Engineer

APPROVED:

Alan P. Deinger
 For Contractor

Mayor

Project Manager
 Title

Attest

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

662

District No. 5640

Type: Change Order No. 2
Parking Lot Revisions

Location: Barnes & Noble Parking Lot
1200 Block – 42nd Street South

Date of Hearing: 06/08/10

<u>Routing</u>	<u>Date</u>
City Commission	06/14/10
PWPEC File	X
Project File	Jeremy Gorden, Cody Eilertson
Petitioners	
David W. Johnson	

Jeremy Gorden, Senior Transportation Engineer, presented a cost proposal for driveway approach and associated parking lot improvements to relocate the Barnes & Noble driveway to align with the Hornbachers driveway approach in the 1200 Block of 42nd Street South. The current offset driveways are on opposite sides of 42nd Street South which results in left turn conflicts for vehicles entering and exiting the two driveways. Relocating the Barnes & Noble driveway to the south will improve traffic safety and efficiency. To accommodate the driveway relocation, minor revisions to the Barnes & Noble parking lot are required. Revisions include median island and striping improvements, subject to property owner approval and right of entry documentation. Jeremy recommended approval of the additional work as a change order on District 5640.

On a motion by Bruce Hoover, seconded by Jeremy Gorden, the Committee voted to recommend approval of the driveway and parking lot improvements.

RECOMMENDED MOTION

Approve Change Order No. 2 in the amount of \$35,425 on District 5640.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: 50% Special Assessment
50% Street Sales Tax

	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	N/A	N/A
Agreement for payment of specials required of developer	N/A	N/A
50% escrow deposit required	N/A	N/A

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
Pat Zavoral, City Administrator	X	X		
Jim Gilmour, Planning Director	X	X		
Bruce Hoover, Fire Chief	X	X		
Mark Bittner, City Engineer	X	X		
Bruce Grubb, Enterprise Director	X	X		
Ben Dow, Acting Director of Operations	X	X		
Steve Sprague, City Auditor	X	X	Dan Eberhardt	

ATTEST:

Mark H. Bittner
Mark H. Bittner
City Engineer

Proposal

Page 209

NORTHERN IMPROVEMENT COMPANY

P.O. Box 2846
4000 12th Avenue NW
FARGO, NORTH DAKOTA 58108
(701) 277-1225

PROPOSAL SUBMITTED TO Ulteig Engineering - Attn: Steven Schilke		PHONE 280-8500	DATE 5/28/2010
STREET 3350 38th Ave South		JOB NAME Barnes and Noble	
CITY, STATE AND ZIP CODE Fargo, ND 58104		JOB LOCATION 42nd Street and 13th Ave	
ARCHITECT/ENGINEER	DATE OF PLANS	FAX # 280-8739	
We hereby submit specifications and estimates for:			

Bid #1

NORTHERN IMPROVEMENT COMPANY will provide material, labor & equipment to complete the following:

Reconstruct entrance as shown on plans. Includes all work required outside the city r-o-w.

Concrete color to be solomon buff no. 238 merrigold. It will be the owners responsibility to verify that color is correct.

LUMP SUM

\$33,475.00

Plus Remobilization

1950

Note: Work to begin week of May 31, 2010 and be completed by the end of the week of June 7.

Note: If work is not completed during this time additional mobilization and start up costs will apply.

Note: Includes all patching required for light relocation.

Note: Existing lines to be blacked out with black paint prior to restriping.

We propose hereby to furnish material and labor, complete in accordance with above specifications for the sum of 35,425 dollars

Payment to be made as follows:

DUE UPON COMPLETION.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance

Authorized Signature

Aaron P. Deringer
Aaron P. Deringer

Note: This proposal may be withdrawn by us if not accepted within 15 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance:

Signature _____



200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: feng@cityoffargo.com

June 3, 2010

To: Members of PWPEC
From: Jeremy M. Gorden, Senior Engineer *JMG*
Subject: Construction Cost Estimate for Work in Barnes & Noble Bookstore Parking Lot which is Associated with our 42nd Street Mill & Overlay Project Improvement District #5640

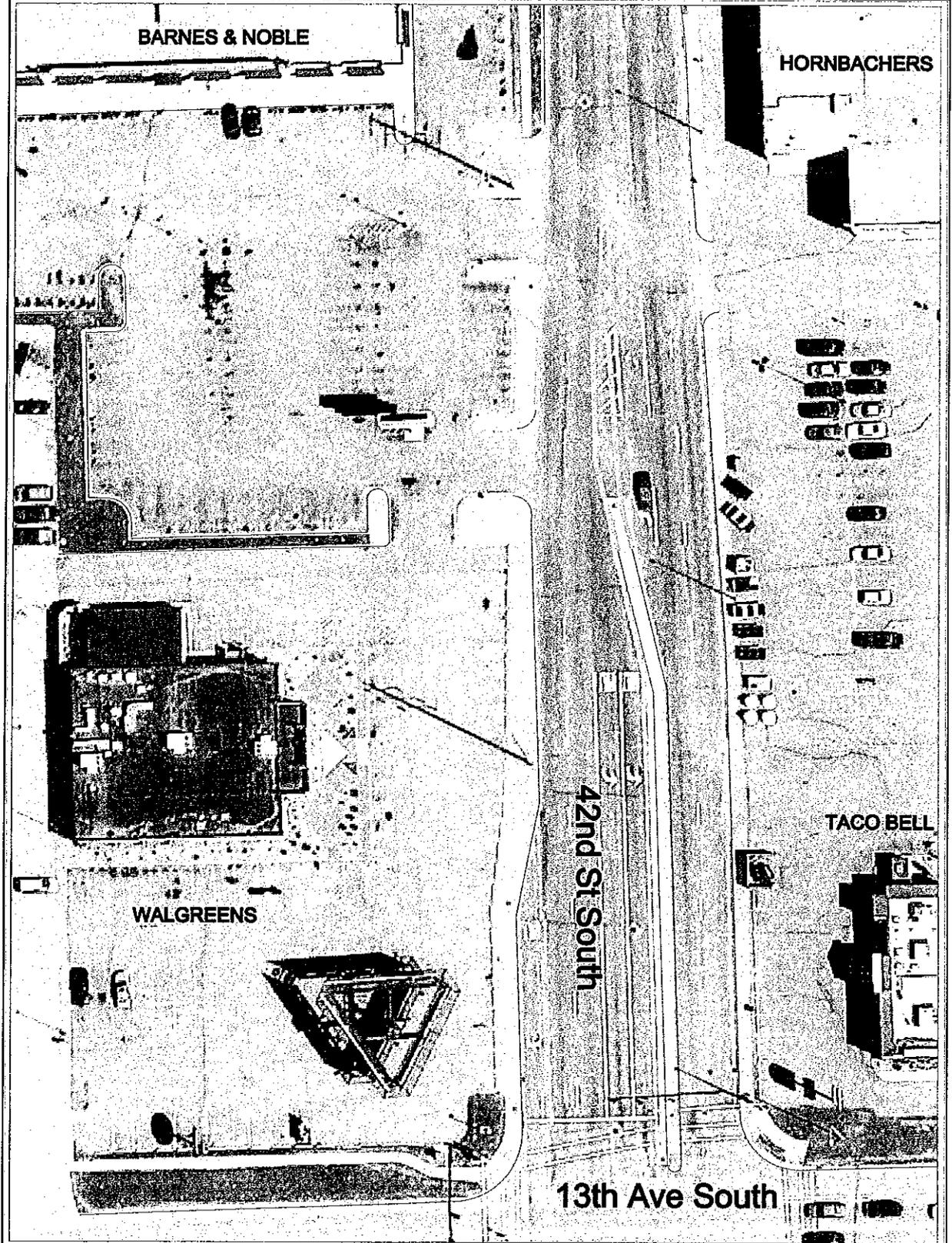
I have attached an estimate from Northern Improvement Company to complete the site work in the Barnes & Noble Bookstore parking lot that will finish off the improvements to correct the offset opposing left turns on 42nd Street. I have also attached a couple drawings that show the complete picture of what we have planned on both 42nd Street and in the parking lot. We approved Ulteig to do the engineering for the site work in April.

Northern supplied us with a lump sum bid price for \$33,475 to do the work this week, as they had crews, equipment and traffic control in the immediate area, but have requested an additional \$1950 if they cannot begin this work until later in June. This additional amount covers the remobilization that they would need to do, and for traffic control crews to return to the area. I support this bid and would like to proceed with finishing off this work.

I am working with the property owner's agent in the Twin Cities to arrange for appropriate site access in order to do the work.

JMG/jmg
Attachments

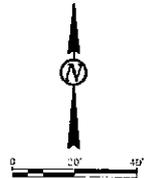
8/26/10 09:47:40M T:\Engineering\Projects\Current\5600\5640\B&N_Entrance.dwg



LEGEND

- Existing Curb Line ———
- Proposed Curb Line - - - - -

**Barnes & Noble Entrance
Realignment Sketch**



North	21
South	13

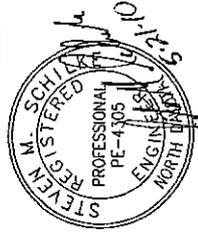
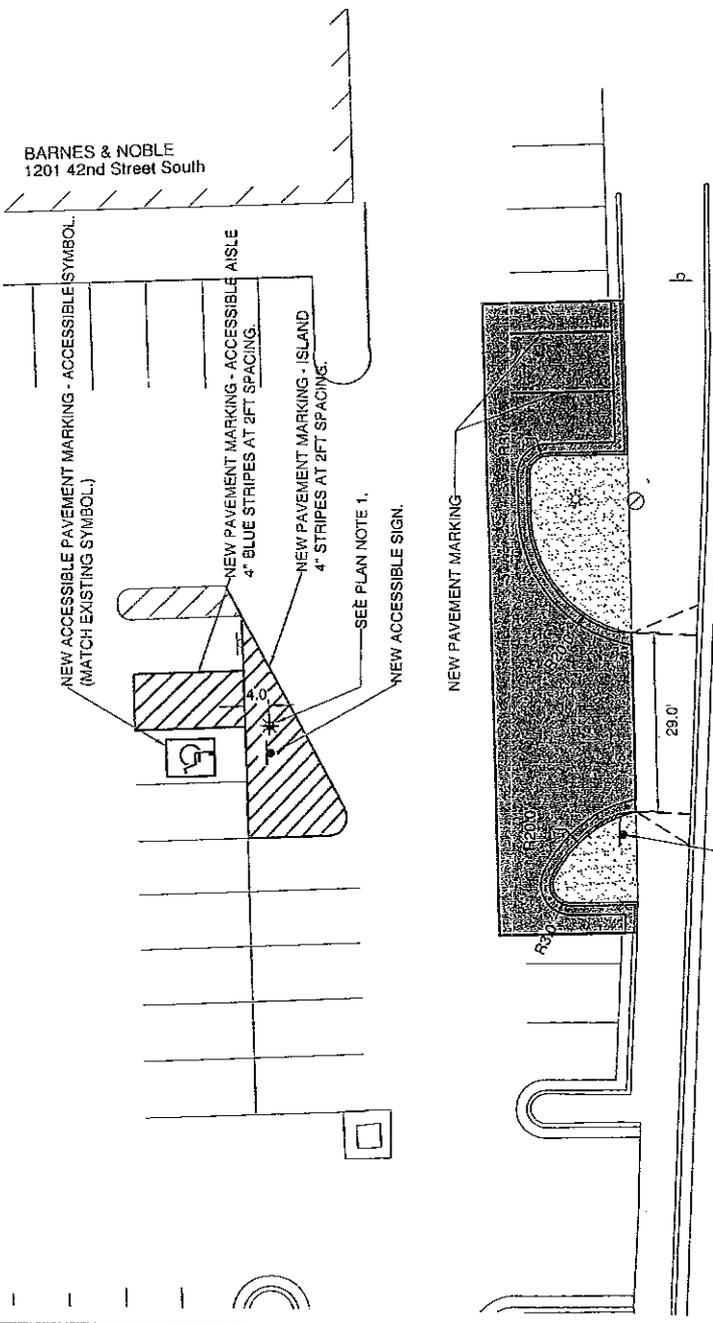
LEGEND

-  NEW CONCRETE SIDEWALK - COLORED AND PATTERNED
-  NEW BITUMINOUS PAVEMENT
-  NEW CONCRETE CURB & GUTTER

PLAN NOTES :

1. INSTALL RELOCATED SITE LIGHTING POLE, LIGHTING AND FLOOD LIGHT. REMOVE EXISTING LIGHTING POLE AND PROVIDE NEAREST LIGHTING POLE AND PROVIDE NEW CONDUCTIONS FOR CONNECTION INTO THE EXISTING LIGHTING CIRCUIT. PROVIDE NEW CONCRETE BASE TO SUPPORT LIGHTING POLE AND CONCRETE BASE.
2. CONCRETE SIDEWALK SHALL NOT BE PLACED OVER EXISTING BITUMINOUS SURFACE. THE SURFACE IS TO BE REMOVED OR EXCAVATED AND THE CONCRETE IS TO BE PLACED IN A PLASTIC STAGE. A PATTERN ROLLER TO BE DETERMINED BY THE CITY OF FARGO. THE PATTERN ROLLER SHALL BE APPLIED TO THE CONCRETE BEFORE THE TOOL MANUFACTURERS' RELEASE AGENT IS APPLIED. THE COLOR SHALL BE DETERMINED BY THE CITY OF FARGO. THE COLOR SHALL BE DETERMINED BY THE CITY OF FARGO. THE COLOR SHALL BE DETERMINED BY THE CITY OF FARGO.

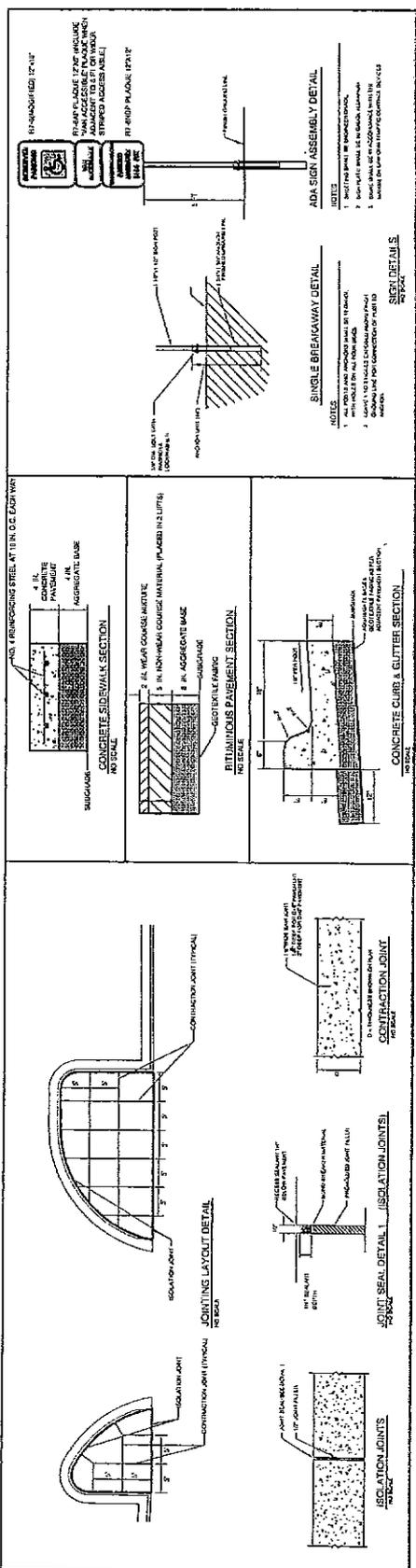
BARNES & NOBLE
 1201 42nd Street South



Ulteig
 3335 30th Avenue South
 Fargo, North Dakota 58104
 Phone: 701.298.8500 Fax: 701.200.0729
 E-mail: info@ulteig.com
 Website: www.ulteig.com
 Drawn By: TOL
 Checked By: SNS
 Approved By: TOL

SITE PAVING PLAN

Project Number: 15-0016
 Date: 05/20/16
 Sheet: 2 of 3



Copyright © 2016 Ulteig Engineering, Inc. All rights reserved. No part of this document may be reproduced without written permission from Ulteig Engineering, Inc.



COVER SHEET
CITY OF FARGO PROJECTS

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Improvement District as it will appear in the Contract:

Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals

Improvement District No. 5244

Call For Bids	<u>June 14</u>	, <u>2010</u>
Advertise	<u>June 21 & 28</u>	, <u>2010</u>
Bid Opening Date	<u>July 21</u>	, <u>2010</u>
Completion Date	<u>September 1</u>	, <u>2011</u>

- PWPEC Report (Attach Copy) (Part of 2010 CIP)
- Engineer's Report (Attach Copy)
- Direct City Auditor to Advertise for Bids
- Bid Quantities (Attach Copy for Auditor's Office Only)
- Notice to Property Owners (Dan Eberhardt)

Project Engineer Brenda Derrig

Phone No. 241-1549

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

- Create District (Attach Copy of Legal Description)
- Order Plans & Specifications
- Approve Plans & Specifications
- Adopt Resolution of Necessity
- Approve Escrow Agreement (Attach Copy for Commission Office Only)
- Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT

Page 215

SANITARY SEWER, WATER MAIN, STORM SEWER, PAVING, STREET LIGHTING & INCIDENTALS

IMPROVEMENT DISTRICT NO. 5244

Nature and Scope

This project includes construction of the following improvements:

1. Convert the 25th Street South 2-lane rural gravel roadway to an urban 40' concrete roadway with 6' bike lanes from 58th Avenue South to 73rd Avenue South.
 - Construction to include:
 - Storm sewer laterals
 - Urban street lighting
 - Bike trails / sidewalks
2. Sanitary sewer on 64th Avenue South from 33rd Street to 25th Street South and on 25th Street from 58th Avenue South to 73rd Avenue South.
3. Storm sewer on 64th Avenue South from 21st Street to 25th Street and on 25th Street South from 58th Avenue South to 73rd Avenue South.
4. 70th and 73rd Avenue South from 25th Street to the quarter section line.
 - Construction to include:
 - Sanitary sewer, water main , and storm sewer installation
 - Street Lights
 - Urban Paving
 - Bike trails / sidewalks

Purpose

These projects are on the arterial street system and are necessitated by the construction of the new Davies High School and a new development request. Part of this project is to install a large sanitary sewer to serve future growth, part is to convert the current rural roadway with ditches into an elevated urban roadway section, and part is to install utilities and paving to serve around the Davies School site. These improvements will provide the necessities for the Davies High School to open in the Fall of 2011 and will allow development to occur in this area.

Phasing

These projects will be phased as follows:

- 5244-1
 - Will include the sanitary and storm sewer installation on 25th Street and 64th Avenue South.
- 5244-2
 - Will include the concrete paving on 25th Street from 58th Avenue South to north of 64th Avenue.
- 5244-3
 - Will include the concrete paving on 25th Street from north of 64th Avenue South to 76th Avenue South.
- 5244-4
 - Will include the utility installation and paving on 70th and 73rd Avenue South.

Feasibility

The projects will be funded by Special Assessments, Cass Rural Water User District, Sewer Utility Funds, and Street Sales Tax as follows:

25th Street South Construction (item 1 above)

Estimated Construction Cost	\$ 3,300,000
Plus 32% Engineering and Admin Fees (Assessed Portion)	
Plus 25% Engineering and Admin Fees (Non-Assessed Portion)	
Assessed Cost will be spread according to City of Fargo Infrastructure Funding Policy regarding new arterial roadway construction.	
Direct Benefit:	
Single Family:	\$150/ff
Multi Family:	\$200/ff
Limited/General/Commercial:	\$250/ff
Limited/General/Commercial:	\$250/ff
Secondary benefit:	
Single Family:	\$20/ff (\$.133/sf)
Multi Family:	\$25
All other zones	\$30/ff

Sanitary Sewer (item 2 above)

Estimated Construction Cost	\$ 3,500,000
Plus 32% Engineering and Admin Fees (Assessed Portion)	702,720
Plus 25% Engineering and Admin Fees (Non-Assessed Portion)	326,000
Sub-Total	\$ 4,528,720
Estimated Assessed Cost	\$ 2,898,720
Estimated Sewer Utility Funds	\$ 1,630,000

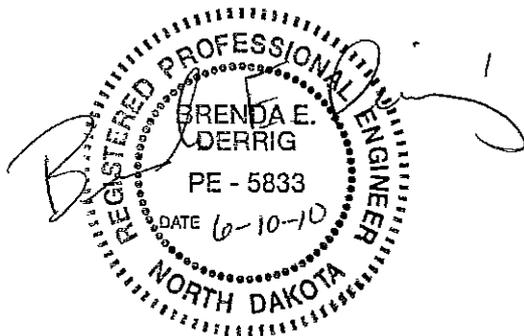
Storm Sewer (item 3 above)

Estimated Construction Cost	\$ 1,000,000
Plus 32% Engineering and Admin Fees (Assessed Portion)	320,000
Sub-Total	\$ 1,320,000
Estimated Assessed Cost	\$ 1,320,000

70th and 73rd Avenue South Construction (item 4 above)

Estimated Construction Cost	\$ 2,500,000
Plus 32% Engineering and Admin Fees (Assessed Portion)	716,800
Plus 25% Engineering and Admin Fees (Non-Assessed Portion)	65,000
Sub-Total	\$ 3,281,800
Estimated Assessed Cost	\$ 2,956,800
Estimated Sales Tax	\$ 112,500
Estimated Cass Rural Water Users District	\$ 212,500

We believe this project to be cost effective.



Brenda E. Derrig, PE
 Brenda E. Derrig, P.E.
 Senior Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

SANITARY SEWER, WATER MAIN,
STORM SEWER, PAVING,
STREET LIGHTS & INCIDENTALS

IMPROVEMENT DISTRICT NO. 5244

LOCATION:

On 53rd Avenue from Maple Valley Dr. S. to 33rd Street South.
On 64th Avenue from 33rd Street South to 21st Street South.
On 70th Avenue from 25th Street South to the quarter section line.
On 73rd Avenue from 25th Street South to the quarter section line.
On 25th Street South from 58th Avenue South to 73rd Avenue South.

COMPRISING:

All of the land lying in the South half of Section 2, Township 138 North, Range 49 West.

All of the land lying in Section 11, Township 138 North, Range 49 West.

All of the land lying in the Section 12, Township 138 North, Range 49 West bounded on the East by US Highway 81.

All of the land lying in Southwest quarter of Section 1, Township 138 North, Range 49 West.

All of the foregoing land lying in the City of Fargo, Cass County, North Dakota.

C2

COVER SHEET
CITY OF FARGO PROJECTS

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Improvement District as it will appear in the Contract:

Shared Use Path, Bridge Construction, PC Concrete Paving & Incidentals

Improvement District No. 5905

Call For Bids June 14, 2010

Bid Opening Date July 16 (NDDOT), 2010

Completion Date November 1, 2010

 PWPEC Report (Attach Copy) **Part of 2010 CIP**

 X Engineer's Report (Attach Copy)

 N/A Direct City Auditor to Advertise for Bids

 N/A Bid Quantities (Attach Copy for Auditor's Office Only)

 X Notice to Property Owners (Dan Eberhardt)

Project Engineer Jeremy Gorden

Phone No. 241-1529

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

 X Create District (Attach Copy of Legal Description)

 X Order Plans & Specifications

 X Approve Plans & Specifications

 X Adopt Resolution of Necessity

 N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

 X Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT

SHARED USE PATH, BRIDGE CONSTRUCTION, PC CONCRETE PAVING

IMPROVEMENT DISTRICT NO. 5905

Nature and Scope

This project calls for constructing a shared use path bridge over Drain 27 along 36th Street, constructing a 10' shared use path along 36th Street between 40th Avenue S and 35th Avenue S, widening the existing sidewalk along 38th Avenue S between 36th Street and the Stonebridge Park path, and for constructing an 8' shared use path along 35th Avenue S between 36th Street and the existing path in the Stonebridge Park. In addition, 36th Street itself will be widened 2' on the west side and 4' on the east side between 32nd Avenue S to 35th Avenue S, with a mix of curb and gutter sections, and simple shoulder work.

Purpose

These improvements will allow for pedestrians and bicyclists to make direct connections from the 40th Avenue S shared use path to the shared use path along 32nd Street and eventually to 32nd Avenue S. The bridge needed to span Drain 27 is envisioned to be a single span prefabricated steel structure. The street widening along 36th Street will aid the delivery of large equipment to various commercial properties in the area.

Feasibility

The estimated total cost is approximately \$1,181,644.25. Funding for the project will consist of Federal funds (TE funds), City Sales tax, and special assessments. The cost breakout is as follows:

<u>Shared Use Path along 36th Street</u>	\$325,300.00
Engineering and Admin (10%)	32,530.00
Miscellaneous (5%)	<u>16,265.00</u>
Total Estimated Cost	\$374,095.00 Assessed Cost
<u>Shared Use Path Bridge</u>	\$341,029.90
Engineering and Admin (10%)	34,102.99
Miscellaneous (5%)	<u>17,051.50</u>
Total Estimated Cost	\$392,184.39
	<u>-\$280,000.00</u> TE Funds
	\$112,184.39 Assessed Cost

<u>PC Concrete Paving (Shoulder work)</u>	\$241,743.00
Engineering and Admin (10%)	24,174.30
Miscellaneous (5%)	<u>12,087.15</u>
Total Estimated Cost	\$278,004.45
	- <u>\$139,002.23</u> Sales Tax Funds
	\$139,002.22 Assessed Cost

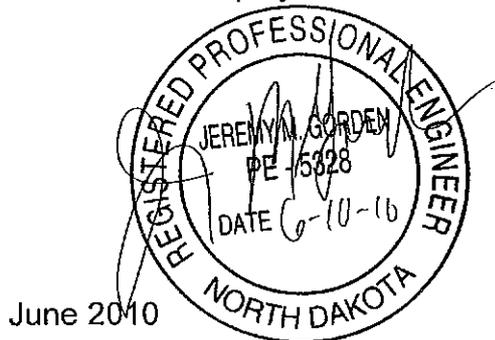
<u>Shared Use Path (35th Avenue South portion)</u>	\$58,810.00
Engineering and Admin, Street (10%)	5,881.00
Miscellaneous (5%)	<u>2,940.50</u>
Total Estimated Cost	\$67,631.50
	- <u>\$29,588.78</u> Sales Tax Funds
	\$38,042.72 Assessed Cost

<u>Outside Engineering</u>	\$145,980.00
Engineering and Admin (4%)	<u>5,839.20</u>
Total Estimated Cost	\$151,819.20 Sales Tax Funds

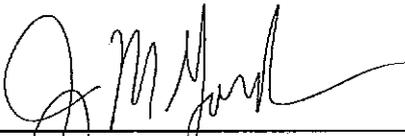
<u>Total Project Summary</u>	
Estimated Project Cost	\$966,882.90
Outside Engineering	\$145,980.00
Engineering and Admin	\$102,527.40
Miscellaneous	<u>\$ 48,344.15</u>
Total	\$1,263,734.45

<u>Funding Sources</u>	
Federal	\$280,000.00
Street Sales Tax	320,410.21
Special Assess	<u>663,324.24</u>
Total	\$1,263,734.45

Costs will be special assessed according to City policy.
 We believe this project to be cost effective.



June 2010



 Jeremy M. Gorden, P.E.
 Senior Engineer - Transportation

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

SHARED USE PATH, BRIDGE CONSTRUCTION,
PC CONCRETE PAVING & INCIDENTALS

IMPROVEMENT DISTRICT 5905

LOCATION:

36th Street from 32nd Avenue South to 40th Avenue South
35th Avenue South from 36th Street to 32nd Street
38th Avenue South from 36th Street to 32nd Street

COMPRISING:

Southwood Park Addition Block 1, Lot 4-10

Southwood Park Addition Block 5, Lot 1-4

Valley Ford 1st Addition, Lot 1-3, Block 1

Vincent Marie Addition, Lot 1-11, Block 1

Ulteig Addition, Lots 1-4, Block 1

Stonebridge Farms 4th Addition, Lot 1, Block 1, Lots 1-21, Block 2, Lots 1-18, Block 3, Lots 1-19,
Block 4, Lots 1-20, Block 5

Mills Addition Lot 1, Block 1

All Lots in all Blocks of Prairie Rose 1st Addition

All of the foregoing is located in the City of Fargo, Cass County, North Dakota.

C 3

COVER SHEET
CITY OF FARGO PROJECTS

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Improvement District as it will appear in the Contract:

Concrete Curb & Gutter, Asphalt Pavement, Street Lights, Sidewalks & Incidentals

Improvement District No. 5932

Call For Bids June 14, 2010

Bid Opening Date July 21, 2010

Completion Date October 11, 2010

- PWPEC Report (Attach Copy)
- Engineer's Report (Attach Copy)
- Direct City Auditor to Advertise for Bids
- Bid Quantities (Attach Copy for Auditor's Office Only)
- Notice to Property Owners (Dan Eberhardt)

Project Engineer Mark M. Miller

Phone No. 476-6628

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

- Create District (Attach Copy of Legal Description)
- Order Plans & Specifications
- Approve Plans & Specifications
- Adopt Resolution of Necessity
- Approve Escrow Agreement (Attach Copy for Commission Office Only)
- Assessment Map (Attach Copy for Auditor's Office Only)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

District No. 5931
5932

Type: Sanitary Sewer, Water Main & Storm Sewer
Concrete Curb & Gutter, Asphalt Paving, Street
Lights & Park Amenities

Location: Veteran's Park First Addition

Date of Hearing: 02/16/10

<u>Routing</u>	<u>Date</u>	
City Commission	5/3/10	6/14/10
PWPEC File	X	
Project File	Mark Miller	
Petitioners	Lloyd Anderson	
David W. Johnson	X	

The Committee reviewed the accompanying request from Jan Promersberger for municipal improvements in Veteran's Park First Addition. Lloyd Anderson indicated that Jetland Properties would like to phase the construction; completing the utilities & paving south of the "WAPA Transmission Lines" first to allow for home construction by August 2010, with the area north of the "WAPA Transmission Lines" being completed with the 2nd phase of the overall project

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of the requested improvements and approve the amenities plans.

RECOMMENDED MOTION

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: 100% Special Assessments

Developer meets City policy for payment of delinquent specials
Agreement for payment of specials required of developer
50% escrow deposit required

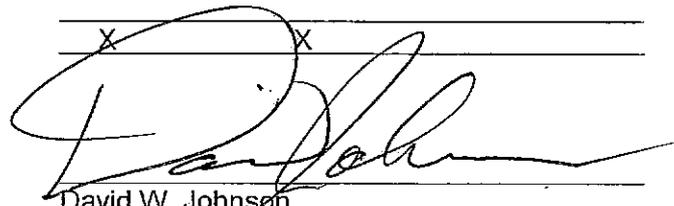
Yes	No
X	
X	
X	

COMMITTEE

Pat Zavoral, City Administrator
Jim Gilmour, Planning Director
Bruce Hoover, Fire Chief
Mark Bittner, City Engineer
Bruce Grubb, Enterprise Director
Al Weigel, Director of Operations
Steve Sprague, City Auditor

Present	Yes	No	Unanimous
			X
X	X		Norm Scott
X	X		Dave Johnson
X	X		
X	X		

ATTEST:


David W. Johnson
Deputy City Engineer

ENGINEER'S REPORT

CONCRETE CURB & GUTTER, ASPHALT PAVEMENT,
STREET LIGHTS, SIDEWALKS, & INCIDENTALS

IMPROVEMENT DISTRICT NO. 5932

Nature & Scope

This project will include the construction of the streets, storm detention ponds & street lights within Veteran's Park First Addition.

Purpose

This project will allow for residential construction to start for the residential development of Veteran's Park, as requested by the property owner.

Feasibility

The entire costs of the project will be assessed as follows:

Estimated Construction Cost:	\$ 968,000
Plus 32% Engineering & Administration Fees:	\$ 309,706
Estimated Assessed Cost:	\$1,277,760

We believe this project to be cost effective.



June 2010

Mark H. Bittner
Mark H. Bittner
City Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

CONCRETE CURB & GUTTER, ASPHALT PAVEMENT,
STREET LIGHTS, SIDEWALKS & INCIDENTALS

IMPROVEMENT DISTRICT NO. 5932

LOCATION:

47th, 48th, & 49th Avenue South between Veteran's Boulevard and 53rd Street South.
54th, 55th, & 56th Street South between 47th & 49th Avenue South.

COMPRISING:

Lots 1 through 19, inclusive, Block 1.
Lots 1 through 24, inclusive, Block 2.
Lots 1 through 34, inclusive, Block 3.
Lots 1 through 26, inclusive, Block 4.
Lots 1 through 59, inclusive, Block 5.
All platted in Veteran's Park First Addition.

Lots 1 through 11, inclusive, Block 1.
Lots 1 through 5, inclusive, Block 2.
All platted in Rocking Horse East First Addition.

The eastern 300' of the SE ¼, Section 32, Township 139, Range 49.

All of the foregoing is located in the City of Fargo, Cass County, North Dakota.

C4

COVER SHEET
CITY OF FARGO PROJECTS

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Improvement District as it will appear in the Contract:

Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals

Improvement District No. 5942

Call For Bids June 14, 2010

Advertise June 21 and 28, 2010

Bid Opening Date July 21, 2010

Completion Date November 15, 2010

X PWPEC Report (Attach Copy)

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Kristy Schmidt

Phone No. 241-1571

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

X Approve Escrow Agreement (Attach Copy for Commission Office Only)

X Assessment Map (Attach Copy for Auditor's Office Only)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

District No. 5942 Type: Sanitary Sewer, Water Main, Storm Sewer, Paving and Street Lights

Location: A portion of Amber Valley West 1st Addition, Amber Valley Parkway, 55th Street South and 23rd Avenue South Date of Hearing: 4/13/10

<u>Routing</u>	<u>Date</u>
City Commission	<u>6/14/10</u>
PWPEC File	<u>X</u>
Project File	<u> </u>
Petitioners	<u>Steve Iverson</u>
David W. Johnson	<u>X</u>

The Committee reviewed the accompanying request from Kevin Christianson for municipal improvements in a portion of Amber Valley West First Addition.

On a motion by Jim Gilmour, seconded by Bruce Grubb, the Committee voted to recommend approval of the requested improvements subject to dedication of all 23rd Avenue South street right-of-way.

RECOMMENDED MOTION

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: 100% Special Assessment

	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	<u>X</u>	<u> </u>
Agreement for payment of specials required of developer	<u>X</u>	<u> </u>
50% escrow deposit required	<u>X</u>	<u> </u>

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Pat Zavoral, City Administrator	<u>X</u>	<u>X</u>	<u> </u>	<u>X</u>
Jim Gilmour, Planning Director	<u>X</u>	<u>X</u>	<u> </u>	<u> </u>
Bruce Hoover, Fire Chief	<u>X</u>	<u>X</u>	<u> </u>	<u> </u>
Mark Bittner, City Engineer	<u>X</u>	<u>X</u>	<u> </u>	<u> </u>
Bruce Grubb, Enterprise Director	<u>X</u>	<u>X</u>	<u> </u>	<u> </u>
Ben Dow, Acting Director of Operations	<u>X</u>	<u>X</u>	<u> </u>	<u> </u>
Steve Sprague, City Auditor	<u>X</u>	<u>X</u>	<u> </u>	<u> </u>

ATTEST:

Mark H. Bittner
 Mark H. Bittner
 City Engineer

ENGINEER'S REPORT

SANITARY SEWER, WATER MAIN, STORM SEWER,
PAVING, STREET LIGHTS & INCIDENTALS

IMPROVEMENT DISTRICT NO. 5942

Nature & Scope

This project is for the installation of underground utilities, new asphalt streets, sidewalks and street lights at the location described as follows:

- On 23rd Avenue South from Veteran's Boulevard to 55th Street.
- On 55th Street South from 23rd Avenue to Amber Valley Parkway.
- On Amber Valley Parkway from 55th Street to 435' east of 55th Street.

Purpose

This project is for the development of Amber Valley West First Addition as requested by the developers.

Feasibility

The estimated costs associated with this project are as follows:

Estimated Construction Cost:	\$ 950,000
Plus 32% Engineering & Administration Fees:	\$ 304,000
Total Estimated Assessed Cost:	\$ 1,254,000

We believe this project to be cost effective.



Mark H. Bittner
Mark H. Bittner
City Engineer

June 2010

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

SANITARY SEWER, WATER MAIN, STORM SEWER,
PAVING, STREET LIGHTS & INCIDENTALS

IMPROVEMENT DISTRICT NO. 5942

LOCATION:

On 23rd Avenue South from Veteran's Boulevard to 55th Street.
On 55th Street South from 23rd Avenue to Amber Valley Parkway.
On Amber Valley Parkway from 55th Street to 435' east of 55th Street.

COMPRISING:

Lots 1 through 7, inclusive, Block 1.
Lots 1 through 4, inclusive, Block 2.
Lots 1, Block 3.
All in Amber Valley West First Addition.

Lots 1, inclusive, Block 4.
Lots 3, inclusive, Block 3.

All in Urban Plains by Brandt 1st Addition.

All of the unplatted land in the northwest quarter of Section 21, Township 139
North, Range 49 West.

All of the foregoing located in Cass County, North Dakota.

CS

COVER SHEET
CITY OF FARGO PROJECTS

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Improvement District as it will appear in the Contract:

P.C. Concrete Alley Paving & Incidentals

Improvement District No. 5953

Call For Bids June 14, 2010

Bid Opening Date July 21, 2010

Completion Date October 15, 2010

- PWPEC Report (Attach Copy)
- Engineer's Report (Attach Copy)
- Direct City Auditor to Advertise for Bids
- Bid Quantities (Attach Copy for Auditor's Office Only)
- Notice to Property Owners (Dan Eberhardt)

Project Engineer David W. Johnson

Phone No. 241-1548

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

- Create District (Attach Copy of Legal Description)
- Order Plans & Specifications
- Approve Plans & Specifications
- Adopt Resolution of Necessity
- N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)
- Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT
P.C. CONCRETE ALLEY PAVING & INCIDENTALS
IMPROVEMENT DISTRICT NO. 5953

Nature & Scope

This project is for the installation of P.C. Concrete Paving in the alley from 8th to 9th Street between 4th and 5th Avenue South in Block 36 of Northern Pacific Addition.

Purpose

The purpose of this project is to provide paving in the alley as requested by the majority of the property owners.

Feasibility

The estimated cost of construction is \$34,000. The project will be paid for entirely from special assessments. A breakdown of costs is as follows:

Construction Cost:	\$34,000
Plus 32% Engineering and Administration Fees:	<u>10,880</u>
Total Estimated Amount Assessed:	\$ 44,880

We believe this project to be cost effective.



Mark H. Bittner

Mark H. Bittner
City Engineer

June 2010

49

**City of Fargo
Staff Report**

Title:	Roberts 2 nd Addition (Mealey's Subdivision)	Date:	4/27/10 UPDATED: 6/9/10
Location:	315 N University Drive	Staff Contact:	Mark Williams
Owner(s)/Applicant:	Dan Huffman	Engineer:	N/A
Reason for Request:	Zoning Change From P/I – Public and Institutional to DMU – Downtown Mixed Use		
Status:	City Commission Public Hearing		

Existing	Proposed
Land Use: Vacant/Community Service	Land Use: Undetermined
Zoning: P/I – Public and Institutional	Zoning: DMU – Downtown Mixed Use
Uses Allowed: P/I – Public and Institutional. Allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open space, religious institutions, safety services, schools, offices, commercial parking, outdoor recreation and entertainment, industrial service, manufacturing and production, warehouse and freight movement, waste related use, agriculture, aviation, surface transportation, and major entertainment events.	Uses Allowed: DMU – Downtown Mixed Use. Allows detached houses, attached houses, duplexes, multi-dwelling structures, community service, daycare centers of unlimited size, health care facilities, parks and open space, religious institutions, safety services, offices, off-premise advertising, commercial parking, retail sales and service, vehicle repair, limited vehicle service, and major entertainment events.
Maximum Density Allowed: 45% building coverage	Maximum Density Allowed: 100% building coverage

Area Plans:

The Fargo-Moorhead Downtown Framework Plan Update includes this area as part of the downtown framework and encourages this area to develop towards student housing and mixed-use retail. The plan also indicates that infill in this area should focus towards residential development.

Schools and Parks:

The property is not near any parks. It is located approximately 1000 feet from Barry Hall, NDSU.

Staff Analysis:

The property is surrounded by 3rd and 4th Avenue North and University Drive North and 12th Street North (315 University Drive North). The property is approximately 69,012 square feet in size. Commonly referred to as the Woodrow Wilson High School, the building has been recently utilized as an alternative high school and community center. The Fargo Public School District plans to sell the property because they no longer have any use for it.

Zoning Change

The LDC stipulates that the Planning Commission and Board of City Commissioners shall consider the following criteria in their review of zoning map amendment requests. Proposed zoning map amendments that satisfy all of the criteria may be approved.

- 1. The requested zoning change is justified by a change in conditions since the previous zoning classification was established or by an error in the zoning map;**

Staff is unaware of any zone map error. The existing P/I – Public and Institutional zoning is intended to accommodate a school/community center use on the property. The school district no longer has a use for the property and hopes to sell it. The petitioner is requesting a zoning change in order to provide more flexibility in land uses for the future property owner. Therefore the conditions have changed for the zoning to change from P/I to DMU. **(Criteria Satisfied)**

The City and other agencies will be able to provide necessary public services, facilities, and programs to serve the development allowed by the new zoning classification at the time the property is developed;

This property is already developed and served by public utilities. Utility servicing will be confirmed during the permitting steps required for any development projects. **(Criteria Satisfied)**

3. The approval will not adversely affect the condition or value of property in the vicinity;

Staff has no documentation or evidence that the approval of this zoning change would adversely affect the condition or value of the property in the vicinity. The rezoning request is compatible with the surrounding neighborhood. At the writing of this staff report, staff has not received any written comments opposing this request. **(Criteria Satisfied)**

4. The proposed amendment is consistent with the purpose of this LDC, the applicable Growth Plan and other adopted policies of the City.

The LDC indicates that the intent of the Downtown Mixed Use district is to preserve and enhance the City's downtown area. The district allows a broad range of uses in order to enhance the role of downtown as Fargo's center. The *Growth Plan for the Urban Fringe and Extraterritorial Area of the City of Fargo* and the *2007 Growth Plan* are silent to this portion of the city. However, the *Fargo-Moorhead Downtown Framework Plan Update* includes this area as part of the downtown framework and encourages this area to develop towards student housing and mixed-use retail. The plan also indicates that infill in this area should focus towards residential development. By rezoning this area to DMU, residential mixed uses will be permitted. With the application of the DMU zoning district, certain design standards will also be applicable as part of any redevelopment projects. The proposal is consistent with the purpose of the LDC, the applicable Growth Plan and other adopted policies of the City. **(Criteria Satisfied)**

Planning Commission Recommendation:

5/12/10: In a unanimous decision, the Planning Commission recommended approval to the City Commission of the proposed zoning change from P/I, Public and Institutional to DMU, Downtown Mixed Use, on the basis that it satisfactorily complies with the Comprehensive Plan, Standards of Section 20-0906.F (1-4) and all other applicable requirements of the LDC."

Staff Recommendation:

Suggested Motion "To accept the findings of staff and the Planning Commission and hereby approve the proposed zoning change from P/I, Public and Institutional to DMU, Downtown Mixed Use on the basis that it satisfactorily complies with the Comprehensive Plan, Standards of Section 20-0906.F (1-4) and all other applicable requirements of the LDC."

City Commission:

6/14/10

Zoning Change P/I to DMU

Robert's Second Addition

315 University Drive N



491

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN ROBERT'S 2ND 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 rezoning of certain parcels of land lying in Robert's 2nd Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on May 12, 2010; and,

WHEREAS, the rezoning changes were approved by the City Commission on June 14, 2010,

NOW, THEREFORE,

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

Section 1. The following described property:

All of Block Forty Five (45), Robert's 2nd Addition to the City of Fargo, Cass County, North Dakota,

is hereby rezoned from "P/I", Public Institutional, District to "DMU", Downtown Mixed Use, District.

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

Dennis R. Walaker, Mayor

(SEAL)
Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

46

Page 237
Sharon Odegaard

From: James Hinderaker
Sent: Thursday, June 10, 2010 12:52 PM
To: Sharon Odegaard
Subject: FW: Prairie Grove re-plat/re-zone

Sharon,

Here's the withdrawn letter for Prairie Grove. It just came in at 12:36 pm.

Jim

From: lanny [mailto:lanny@adamsdevelopment.com]
Sent: Thursday, June 10, 2010 12:36 PM
To: James Hinderaker
Cc: john@adamsdevelopment.com
Subject: Prairie Grove re-plat/re-zone

Jim;
Please remove our petition to appear before the City Commission on June 14, 2010.

Thank you for your help with this unsuccessful endeavor.

Lanny Baer
Adams Development
701-281-2999 office
701-277-1570 fax
lanny @adamsdevelopment.com e-mail