

Public Comment

Please sign up no later than 12 p.m. the day of the City Commission Meeting you wish you attend:
<https://www.westfargond.gov/1314/City-Commission-Meeting-Public-Comment>

Meeting Items

- A. Call to Order
- B. Pledge of Allegiance
- C. Approve Order of Agenda
- D. Approval of Minutes -- May 15, 2023 (Pages 3-6)
- E. Building Permits (Pages 7-10)

Consent Agenda - Approve the Following:

- a. Bills (Pages 11-45)
- b. Gaming Site Authorization for Boys & Girls Club of the Red River Valley. Games to be conducted: Raffles, Pull Tab Jar, Pull Tab Dispensing Device, Electronic Pull Tab Device, Twenty-One, Poker and Paddlewheel without Table at Zone Bar at 701 Main Avenue East, West Fargo, ND (Page 46)
- c. Gaming Site Authorization for Metro Sports Foundation. Games to be conducted: Poker from July 12 - 19, 2023 at DoubleTree at 825 E Beaton Dr, West Fargo, ND (Page 47)
- d. Gaming Site Authorization for West Fargo Baseball, Inc. Games to be conducted: Bingo, Pull Tab Dispensing Device and Electronic Pull Tab Device June 2023 at Jojo's at 915 19th Ave E, West Fargo, ND (Page 48)
- e. Gaming Site Authorization for West Fargo Baseball, Inc. Games to be conducted: Bingo, Pull Tab Dispensing Device and Electronic Pull Tab Device from July 1, 2023 to June 30, 2024 at Jojo's at 915 19th Ave E, West Fargo, ND
- f. Gaming Site Authorization for West Fargo Events. Games to be conducted: Bingo, Raffles, Pull Tab Jar and Electronic Pull Tab Device from July 1, 2023 to June 30, 2024 at Bar Down at 3150 Sheyenne St, West Fargo, ND (Page 49)
- g. Gaming Site Authorization for West Fargo Events. Games to be conducted: Electronic Pull Tab Device from July 1, 2023 to June 30, 2024 at Spicy Pie at 745 31st Ave E #110, West Fargo, ND (Page 50)
- h. Gaming Site Authorizations for West Fargo Hockey Association. Games to be conducted: Bingo, Raffles, Pull Tab Jar, Pull Tab Dispensing Device, Electronic Pull Tab Device, Sports Pools, Twenty-One, Poker, Paddle wheel with Tickets, and Paddlewheel with Table at M&J Saloon at 817 Main Ave W, West Fargo, ND (Page 51)
- i. Gaming Site Authorizations for West Fargo Hockey Association. Games to be conducted: Bingo, Raffles, Pull Tab Jar, Pull Tab Dispensing Device, Electronic Pull Tab Device, Sports Pools, Twenty-One, Poker, Paddle wheel with Tickets, and Paddlewheel with Table at Hooligans at 509 32nd Ave W, West Fargo, ND (Page 52)

- j. Gaming Site Authorizations for West Fargo Hockey Association. Games to be conducted: Bingo, Raffles, Pull Tab Jar, Pull Tab Dispensing Device, Electronic Pull Tab Device, Sports Pools, Twenty-One, Poker, Paddle wheel with Tickets, and Paddlewheel with Table at Traditions Restaurant and Bar at 333 Sheyenne St #116 (Page 53)
- k. Gaming Site Authorizations for West Fargo Hockey Association. Games to be conducted: Bingo, Raffles, Pull Tab Jar, Pull Tab Dispensing Device, Electronic Pull Tab Device, Sports Pools, Twenty-One, Poker, Paddle wheel with Tickets, and Paddlewheel with Table at Pubwest 3140 Bluestem Dr, West Fargo, ND (Page 54)
- l. Gaming Site Authorizations for West Fargo Hockey Association. Games to be conducted: Bingo, Raffles, Pull Tab Jar, Pull Tab Dispensing Device, Electronic Pull Tab Device, Sports Pools, Twenty-One, Poker, Paddle wheel with Tickets, and Paddlewheel with Table at Blarney Stone Pub at 1910 9th St E, West Fargo, ND (Page 55)
- m. Gaming Site Authorizations for West Fargo Hockey Association. Games to be conducted: Bingo, Raffles, Pull Tab Jar, Pull Tab Dispensing Device, Electronic Pull Tab Device, Sports Pools, Twenty-One, Poker, Paddle wheel with Tickets, and Paddlewheel with Table at Rookies Sports Bar & Grill, West Fargo, ND (Page 56)
- n. Games of Chance for The American Legion Department of North Dakota. Games to be conducted: Raffle on November 19, 2023 at The American Legion Department of North Dakota Headquarters at 405 Main Ave W Suite 4A, West Fargo, ND (Page 57)
- o. Approve Contact with North Dakota State Fire Marshal (Pages 58-65)

Regular Agenda

- 1. Approve Subdivision Development Agreement and Final Plat of Brooks Harbor 10th Addition -- Aaron Nelson, Planning Director (Pages 66-83)
- 2. Second Reading of Ordinance No 1224 through 1231 (Code Amendments) -- Mark Housh, Inspections Administrator (Pages 84-153)
- 3. City Ordinance revision of 1-07-03 Sale of Abandoned or Unclaimed Personal Property -- Denis Otterness, Police Chief (Pages 154-156)
- 4. Adopt the 2023-2028 Fire Department Strategic Plan -- Dan Fuller, Fire Chief (Page 157-212)
- 5. Project No 1342 – SA 40 Sanitary Lift Station Rehabilitation -- Dan Hanson, City Engineer
 - Approve Change Order No. 2 (Pages 213-217)
- 6. Project No. 1346 – Sanitary Sewer Access Improvements -- Dan Hanson, City Engineer
 - Approve Task Order No. 56-1 for “Basic Services” (Pages 218-239)
- 7. Project No. 2265 – 9th St NE Reconstruction – Dan Hanson, City Engineer
 - Approve DCE Submittal (Pages 240-252)
- 8. Carbon Reduction Program (CRP) Grant Acceptance -- Dan Hanson, City Engineer
 - Accept CRP Grant (Pages 253-270)
- 9. Update on the status and timeline for completion of the Eide Bailey audit -- Dustin Scott, Assistant City Administrator
- 10. City Administrator’s Report -- Dustin Scott, Assistant City Administrator
- 11. Correspondence
- 12. Non-Agenda Items
- 13. Adjourn



West Fargo City Commission Meeting
Monday, May 15, 2023
Commission Chambers 5:00 PM

The West Fargo City Commission met on Monday, May 1, 2023, at 5:00 p.m. Those present were Commissioners Bernie Dardis, Brad Olson, Roben Anderson, Mark Simmons and Mandy George.

The Public Comment portion of the meeting was opened at 5:00 p.m. Four West Fargo residents came forward to speak during this time. Following the Public Comment portion, the meeting was called for a recess until 5:30 p.m., when the regular portion of the meeting was to be called to order.

The meeting was called back to order at 5:30 p.m.

Denis Otterness, Police Chief appeared before the Commission for a swearing in of Officers Parker Borg and Jeff Boyer.

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

Commissioner Simmons moved and Commissioner Olson seconded to approve the minutes from May 1, 2023 as presented. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Commissioner George moved and Commissioner Anderson seconded to approve the building permits as distributed. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Commissioner Simmons moved and Commissioner Anderson seconded to approve the consent agenda as presented with the removal of item d to be placed as regular agenda item 10.5.

- a. Bills (Pages 11-58)
- b. Improvement District No. 2271 – 7th Ave NW and 5th St Ct NW
 - Authorize Notice to Proceed; and Adopt Resolution Approving Contract and Contractor's Bond (Pages 59-62)
- c. Games of Chance for Dan Dahlstrom Benefit. Games to be conducted: Raffle on June 10, 2023 at Town Hall Bar at 103 Main Ave, West Fargo, ND 58078 (Page 63)
- d. Gaming Site Authorization for Team Makers Club, Inc. Games to be conducted: Pull Tab Jar, Pull Tab Dispensing Device and Electronic Pull Tab Device from July 1, 2023 to June 30, 2024 at Town Hall at 103 Main Ave W, West Fargo, ND 58078 (Pages 64-66)
- e. Gaming Site Authorizations for Prairie Public Broadcasting. Games to be conducted: Bingo, Raffles, Pull Tab Jar, Pull Tab Dispensing Device, Electronic Pull Tab Device, Prize Board, Twenty-One and Poker at Three Lyons LLC at 675 13th Ave E, West Fargo, ND 58078; Bingo, Raffles, Pull Tab Dispensing Device, Electronic Pull Tab Device at Wurst Bier Hall at 3179 Bluestem Dr West Fargo, ND 58078 (Pages 67-72)

Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Mark Housh, Inspections Administrator appeared before the Commission for the approval of the first reading of Ordinances No. 1224 through 1231 (Code Amendments). Following discussion, Commissioner Olson moved and Commissioner Simmons seconded to approve the first reading of Ordinances No. 1224 through 1231 (Code Amendments). Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Casey Sanders-Berglund, Economic Development Manager appeared before the Commission for the approval of the Economic Development Advisory Committee Volunteer Nominee for Member -At- Large position. Following discussion, Commissioner Anderson moved and Commissioner Simmons seconded to approve Carin Reisch for the Economic Development Advisory Committee Volunteer Nominee for Member -At- Large position. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Lisa Sankey, Planner appeared before the Commission for the second reading and final approval – Zoning Ordinance Amendments to Title IV of the City Ordinances pertaining to site plan review. Following discussion, Commissioner Olson moved and Commissioner George seconded to approve the second reading and final approval – Zoning Ordinance Amendments to Title IV of the City Ordinances pertaining to site plan review. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Matt Andvik, Public Works Director appeared before the Commission to request approval of the Public Works Asphalt Overlays (Various Locations); create Project No. 2277, approve Engineer's Report and direct Engineer to prepare Plans and Specifications. Following discussion, Commissioner Olson moved and Commissioner George seconded to approve the request for approval of the Public Works Asphalt Overlays (Various Locations); create Project No. 2277, approve Engineer's Report and direct Engineer to prepare Plans and Specifications. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Matt Andvik, Public Works Director appeared before the Commission to request approval of the MOU between City of West Fargo and WF Parks Dept.; approve the MOU for Charleswood Community Orchard. Following discussion, Commissioner Anderson moved and Commissioner George seconded to approve the MOU between City of West Fargo and WF Parks Dept.; approve the MOU for Charleswood Community Orchard. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Dustin Scott, Assistant City Administrator appeared before the Commission for consideration draft Purchasing Policy. Following discussion, Commissioner Simmons moved and Commissioner George seconded to approve the draft Purchasing Policy. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Dan Hanson, City Engineer appeared before the Commission to request approval of the Citywide Centerline Striping Project; create Project No. 2278, approve Engineer's Report and award Project to Contractor. Following discussion, Commissioner Olson moved and Commissioner George seconded to approve the Citywide Centerline Striping Project; create Project No. 2278, approve Engineer's Report and award Project to Contractor. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Dan Hanson, City Engineer appeared before the Commission to request approval of Project No 9034 – Core Area Capital Improvement Planning; approve Task Order No. 67. Following discussion, Commissioner Olson moved and Commissioner Simmons seconded to approve the Project No 9034 – Core Area Capital Improvement Planning; approve Task Order No. 67. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Dan Hanson, City Engineer appeared before the Commission to request approval of Traffic Signal Upgrades – Citywide; approve Purchase of Equipment. Following discussion, Commissioner Simmons moved and Commissioner Olson seconded to approve Traffic Signal Upgrades – Citywide; approve Purchase of Equipment. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Dan Hanson, City Engineer appeared before the Commission to request approval of the application for Lead Service Line Inventory Assistance (LSLI); approve Resolution Authorizing filing of an application with NDDEQ for assistance performing a lead service line inventory in compliance with the Lead and Copper Rule Revisions. Following discussion, Commissioner George moved and Commissioner Anderson seconded to approve the application for Lead Service Line Inventory Assistance (LSLI); approve Resolution Authorizing filing of an application with NDDEQ for assistance performing a lead service line inventory in compliance with the Lead and Copper Rule Revisions. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

John Shockley, City Attorney appeared before the Commission to request approval of the second reading of Ordinance No. 1223 – Collection of Garbage Fees. Following discussion, Commissioner Simmons moved and Commissioner George seconded to approve the second reading of Ordinance No. 1223 – Collection of Garbage Fees. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

In regards to the Administrator's Report, Dustin Scott, Assistant City Administrator appeared before the Commission:

- a. Finance Director Hiring update
- b. July 3rd meeting (Holiday week) Commissioners agreed to have the City Commission meetings move from the 1st and 3rd Mondays of July to the 2nd and 4th Monday (July 10th and July 24th)



West Fargo City Commission Meeting
Monday, May 15, 2023
Commission Chambers 5:00 PM

In regards to correspondence, Commission President Dardis gave recognition to the Public Works Department, City Forester Chad Zander and Public Works Director Matt Andvik on being part of the Tree City USA.

There were no non-agenda items.

Commissioner Simmons moved and Commissioner Olson seconded to adjourn the meeting. Commissioners Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the meeting adjourned at 7:16 p.m.

Bernie Dardis, Commission President

Dustin Scott, Assistant City Administrator

THIS IS A DRAFT DOCUMENT UNTIL APPROVED BY COMMISSIONER

**WEST FARGO CITY COMMISSION MEETING
BUILDING DEPARTMENT ACTIVITY REPORT
06/05/23**

	AS OF 5/31/2023			YEAR TO DATE		
	# PERMITS	# UNITS	VALUATION	# PERMITS	# UNITS	VALUATION
<u>BUILDING NEW</u>						
COMMERCIAL				1		\$ 1,450,000.00
RESIDENTIAL DWELLING	6	6	\$ 1,754,175.00	57	57	\$ 16,949,055.00
RESIDENTIAL TWINHOME						
RESIDENTIAL TOWNHOME						
RESIDENTIAL MULTIPLE						
PUBLIC						
CHURCH						
ACCESSORY	21		\$ 360,306.00	42		\$ 722,099.00
FOUNDATION ONLY	1		\$ 2,000.00	1		\$ 2,000.00
<u>BUILDING REMODEL</u>						
COMMERCIAL	1		\$ 20,000.00	12		\$ 3,873,000.00
RESIDENTIAL	8		\$ 98,901.00	38		\$ 931,289.00
PUBLIC	2		\$ 144,000.00	6		\$ 3,450,452.00
CHURCH						
ACCESSORY						
<u>BUILDING OTHER</u>						
DEMOLITION				2		\$ 60,000.00
MOVE						
PERMIT CANCELLATION						
TOTALS	39	6	\$ 2,379,382.00	159	57	\$ 27,437,895.00

WEST FARGO CITY COMMISSION MEETING

1 of 2

Building Department Report - Summary

NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
230288	Kerry Gaulrapp	405 Riverwood Drive	Kerry Galrapp	\$ 5,000.00	Remodel - Residential - reside house and garage
230254	Valley Siding & Remodeling	114 9th Avenue East	Darin Keller	\$ 25,000.00	Remodel - Residential - Lower Level Finish
230292	Kyle Timm	2313 10th Street West	Kyle Timm	\$ 12,500.00	Remodel - Residential - Lower Level Finish
230295	Deck Builders	507 7th Street West	Cody Harmon, ETAL	\$ 11,940.00	Accessory - Deck
230297	Karen & Christopher Blair	2724 14th Street West	Christopher Blair	\$ 9,000.00	Accessory - Deck
230300	JM Construction Services	6047 8th Street West	Sara Mckay	\$ 16,500.00	Accessory - Deck
230301	Seamless Pro LLC	5290 10th Street West	Chris Vanderlinden	\$ 3,852.00	Accessory - Deck
230303	American Waterworks	679 42nd Avenue West	Darin Milbrath	\$ 5,109.00	Remodel - Residential - geo-lock anchors
230307	ASLS LLC	1322 28th Avenue West	Jared Riggs	\$ 12,800.00	Accessory - Deck
230284	Naseth Construction	601 26th Avenue East	West Fargo Park District	\$ 19,000.00	Remodel - Public - Mothers Room
230311	Heritage Homes	5161 Mira Way West	Active55, LLC	\$ 567,175.00	Residential Dwelling
230310	Premium Decks	1613 15th Avenue East	Beret & Alicia Ryland	\$ 14,000.00	Accessory - Deck
230281	Square Shed	1902 2nd Avenue East	Alan Geist	\$ 10,641.00	Accessory - Shed
230317	Groundworks of MN	2019 Ann Street	Matt Lepird	\$ 16,031.00	Remodel - Residential - install intelibraces
230315	Premium Decks	1118 26th Avenue West	Mark Egenton	\$ 16,000.00	Accessory - Deck
230320	Ryezon Construction LLC	501 3rd Avenue East	Cody Nirschl	\$ 27,750.00	Accessory - detached garage
230290	Paul LeClaire	5310 8th Street West	Paul LeClaire	\$ 8,000.00	Accessory - Deck
230319	Zachary Wolf	850 60th Avenue West	Zachary Wolf	\$ 4,500.00	Accessory - Deck
230257	Thomsen Homes, LLC	6126 Martin Lane West	Thomsen Homes LLC	\$ 183,500.00	Residential Dwelling
230258	Thomsen Homes, LLC	6130 Martin Lane West	Thomsen Homes LLC	\$ 183,500.00	Residential Dwelling
230322	Complete Concrete	2840 12th Street West	Connor Fossen	\$ 2,000.00	Accessory - thickened slab for future shed

Building Department Report - Summary

NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
230308	All Things Construction	521 34th Way East	Michael Boub	\$ 25,000.00	Remodel - Residential
230289	Northland Sheds	3761 Bell Boulevard East	Ann Meyer	\$ 8,000.00	Accessory - Shed
230333	SafeBasements of Minnesota, Inc.	507 7th Street West	Cody Harmon, ETAL	\$ 5,960.00	Remodel - Residential - Wall Anchors
230334	Minko Construction	500 13 Avenue West	West Fargo Park District	\$ 125,000.00	Remodel - Public - Park Shelter
230329	Terry Welle Construction	3754 Bell Boulevard	Jeffrey Young	\$ 18,000.00	Accessory - Deck
230332	Premium Decks	5497 Lori Lane West	Grant Woinarowicz, ETAL	\$ 14,000.00	Accessory - Deck
230302	Deckmasters	1821 7th Street West	Sheena Nelson, ETAL	\$ 15,500.00	Accessory - Deck
230275	Spire Custom Homes	5852 James Drive West	Westport Investments, LLC	\$ 405,000.00	Residential Dwelling
230339	Seamless Pro LLC	2704 14th Street West	Colby Kaiser	\$ 5,084.00	Accessory - Deck
230340	Seamless Pro LLC	2159 Admiral Drive West	Tyler Klein, ETAL	\$ 3,998.00	Accessory - Deck
230341	Seamless Pro LLC	4503 Westport Parkway	Thomas Reinhardt	\$ 31,222.00	Accessory - Deck
230342	Cadwell Construction	1824 12th Street East	Isaac Bumgardner	\$ 5,000.00	Accessory - Deck
230345	Paradise Pools	1020 49th Terrace West	Brent Tollefson	\$ 120,000.00	Accessory - Pool
230344	Seemless Pro	2163 Admiral Drive West	Carrie Rice	\$ 4,519.00	Accessory - Deck
230351	Breland Enterprises	771 14th Avenue East	Jeff Nold	\$ 4,301.00	Remodel - Residential - Drain Tile
230350	Jordahl Custom Homes	1198 Marlys Drive West	Westport Investments, LLC	\$ 200,000.00	Residential Dwelling
230354	Jordahl Custom Homes	1151 Marlys Drive West	Jordahl Custom Homes	\$ 215,000.00	Residential Dwelling
230277	HDC Development Companies	1365 Prairie Parkway	Dakota UPREIT Limited Partnership	\$ 20,000.00	Remodel - Commercial - Residing

**WEST FARGO CITY COMMISSION MEETING
BUILDING DEPARTMENT MONTHLY COMPARISON REPORT
06/05/23**

	MAY 2022			May 2023		
	# PERMITS	# UNITS	VALUATION	# PERMITS	# UNITS	VALUATION
<u>BUILDING NEW</u>						
COMMERCIAL	4		\$ 2,542,790.00	1		\$ 1,450,000.00
RESIDENTIAL DWELLING	65	65	\$ 29,395,857.00	57	57	\$ 16,949,055.00
RESIDENTIAL TWINHOME						
RESIDENTIAL TOWNHOME						
RESIDENTIAL MULTIPLE						
PUBLIC	2		\$ 17,717,265.00			
CHURCH						
ACCESSORY	62		\$ 2,140,570.00	42		\$ 722,099.00
FOUNDATION ONLY				1		\$ 2,000.00
<u>BUILDING REMODEL</u>						
COMMERCIAL	31		\$ 12,114,307.00	12		\$ 3,873,000.00
RESIDENTIAL	52		\$ 1,801,147.00	38		\$ 931,289.00
PUBLIC	1		\$ 3,270,330.00	6		\$ 3,450,452.00
CHURCH						
ACCESSORY						
<u>BUILDING OTHER</u>						
DEMOLITION	2		\$ 164,000.00	2		\$ 60,000.00
MOVE						
PERMIT CANCELLATION						
TOTALS	219	65	\$ 69,146,266.00	159	57	\$ 27,437,895.00

06/05/23
10:49:00

CITY OF WEST FARGO, ND
Claim Details
For the Accounting Period: 6/23

Page: 1 of 35
Report ID: AP100V

For dates posted from 05/12/23 to 06/05/23
* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
110832		3236 13th Avenue Investments, LLC	300.00						
1	06/01/23	926 50th Ave W	300.00			5000 422000	490		101000
		Total for Vendor:	300.00						
110760		2954 A-OX WELDING SUPPLY CO INC	70.42						
1	1305617 05/18/23	PROPANE	70.42			1000 430000	722		101000
		Total for Vendor:	70.42						
110813		4550 ABC LOCK & KEY INC	85.00						
1	E2233 05/31/23	Key cut	85.00*			1000 415000	641		101000
		Total for Vendor:	85.00						
110594		3795 ABSOLUTE FENCE LLC	3,000.00						
1	2023017 06/01/23	evidence rm fence/gate	3,000.00			1000 421000	365		101000
		Total for Vendor:	3,000.00						
110720		289 ACME TOOLS	5,753.20						
1	11333141 05/26/23	PACKOUT TOOL	180.60			1000 430000	432		101000
2	11285446 05/15/23	ROTARY HAMMER/MAG LOCATOR	3,081.53*			4387 480000	500		101000
3	11287011 05/15/23	BUSHING	0.75			1000 430000	427		101000
4	11286360 05/15/23	LOAD BINDER	727.93*			4387 480000	500		101000
5	11280824 05/12/23	ULTRACOMP HAMMER	196.80			6020 450000	432		101000
6	11330636 05/25/23	2 TOOL KIT HAMMER	334.67			6025 450000	432		101000
7	11318427 05/23/23	IMPACT WRENCH KIT	399.00			6020 450000	432		101000
8	11281884 05/12/23	LOAD BINDER	831.92*			4387 480000	500		101000
110777		289 ACME TOOLS	1,120.54						
1	11330658 05/25/23	7006 SERVICE CALL	1,120.54			6025 450000	427		101000
110883		289 ACME TOOLS	149.10						
1	1134991 05/31/23	ANGLE BRUSH	149.10			6025 450000	432		101000
		Total for Vendor:	7,022.84						

06/05/23
10:49:00

CITY OF WEST FARGO, ND
Claim Details
For the Accounting Period: 6/23

Page: 2 of 35
Report ID: AP100V

For dates posted from 05/12/23 to 06/05/23
* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
110825		4908 ADAM LIZAKOWSKI	300.00						
1	06/01/23	Tree 1335 Legion Ln W	300.00			5000 422000	490		101000
		Total for Vendor:	300.00						
110783		779 AGASSIZ SEED COMPANY	1,475.00						
1	63585 05/10/23	GRASS SEED	1,475.00			1000 430000	358		101000
		Total for Vendor:	1,475.00						
110839		3869 ALISHA REIS	24.39						
1	MILEAGE		11.26			7000 411600	340		101000
2	MILEAGE		13.13			7000 411600	340		101000
		Total for Vendor:	24.39						
110656		2815 ALLIED FIRE PROTECTION	642.60						
1	12305.056 05/15/23	Training Standpipe Prop	642.60			2060 415200	340		101000
		Total for Vendor:	642.60						
110738		4899 AMERICAN PRESSURE, INC.	771.06						
1	134897 05/24/23	NOZZLES - WATER	385.53			6020 450000	432		101000
2	134897 05/24/23	NOZZLES - SEWER	385.53			6025 450000	432		101000
		Total for Vendor:	771.06						
110767		317 AMERICAN WELDING & GAS, INC.	944.49						
1	09316561 05/15/23	GAS	408.29			1000 455000	433		101000
2	09313141 05/11/23	GAS	536.20			1000 455000	433		101000
		Total for Vendor:	944.49						
110824		4907 ANDY BUCHELE	300.00						
1	06/01/23	Tree 2854 14th St W	300.00			5000 422000	490		101000
		Total for Vendor:	300.00						
110752		4653 AQUATIC INFORMATICS INC	9,435.00						
1	103327 01/12/23	LINKO EXCHANGE SUBSCRIPTION/TR	9,435.00*			1000 450000	497		101000

06/05/23
10:49:00

CITY OF WEST FARGO, ND
Claim Details
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Page: 3 of 35
Report ID: AP100V

For dates posted from 05/12/23 to 06/05/23
* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
110780		4653 AQUATIC INFORMATICS INC	1,945.00						
1	104631	05/19/23 REMOTE TRAINING	1,945.00*			1000 450000	497		101000
		Total for Vendor:	11,380.00						
110828		4910 ARDESHIR KHADANG	300.00						
1	06/01/23	Tree 2527 1st St E	300.00			5000 422000	490		101000
		Total for Vendor:	300.00						
110698		3857 ARNOLD NELSON	210.00						
1	05/25/23	meal reimb	210.00			1000 421000	340		101000
		Total for Vendor:	210.00						
110657		3511 ASPEN MILLS	415.57						
1	313868	05/16/23 D Christensen Class A	415.57			2060 415200	422		101000
		Total for Vendor:	415.57						
110734		2931 AUTO VALUE PARTS STORES	321.34						
1	99202992	05/11/23 SEAL KIT	184.99			1000 455000	427		101000
2	99204331	05/18/23 OIL CONSTRUCTION	18.36			6020 450000	427		101000
3	99203865	05/16/23 FILTERS	30.15			1000 421000	427		101000
4	99203860	05/16/23 FILTERS	6.52			6020 450000	427		101000
5	99203861	05/16/23 HD HYDRAULIC CONST	36.85			1000 430000	427		101000
6	99203866	05/16/23 FILTERS	6.52			2210 428000	427		101000
7	99204629	05/19/23 FILTERS	3.26			6020 450000	427		101000
8	99205264	05/23/23 OIL FLEET	28.17			6010 450200	427		101000
9	99205266	05/23/23 FILTERS	3.26			1000 421000	427		101000
10	99205262	05/23/23 FILTERS	3.26			6020 450000	427		101000
		Total for Vendor:	321.34						
110905		1695 BAKER & TAYLOR	2,880.39						
1	2037500165	05/05/23 BOOKS	929.00			7000 411600	662		101000
2	2037496579	05/09/23 BOOKS	17.21			7000 411600	662		101000
3	2037500015	05/09/23 BOOKS	202.82			7000 411600	662		101000
4	2037507313	05/10/23 BOOKS	268.01			7000 411600	662		101000
5	2037504561	05/11/23 BOOKS	523.17			7000 411600	662		101000
6	2037507612	05/11/23 BOOKS	672.70			7000 411600	662		101000

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7	2037510177	05/12/23 BOOKS	267.48			7000 411600	662		101000
		Total for Vendor:	2,880.39						
110774		1069 BAKER GARDEN & GIFT	179.99						
1	1841143	05/22/23 TREE	179.99			2210 428000	446		101000
		Total for Vendor:	179.99						
110790		4867 BATEMAN TREE & LAWN CARE	5,480.44						
1	230	05/25/23 TREE PRUNING PROJECT	5,480.44			2210 428000	307		101000
		Total for Vendor:	5,480.44						
110658		4266 BED BY DESIGN MATTRESS FACTORY	538.98						
1	39524	05/19/23 Twin XL & 2 mattress pads	538.98*			4795 480000	641		101000
		Total for Vendor:	538.98						
110660		3149 BEE SEEN GEAR	64.00						
1	60092	05/18/23 J Carrivear Name Patching	64.00			2060 415200	422		101000
		Total for Vendor:	64.00						
110730		36 BERT'S TRUCK EQUIPMENT	122.85						
1	97702	05/16/23 3100 PINTLE HOOK	122.85			1000 430000	427		101000
110793		36 BERT'S TRUCK EQUIPMENT	15,000.00						
1	97302	03/30/23 CUTTING EDGE	15,000.00			1000 430001	381		101000
		Total for Vendor:	15,122.85						
110816		4903 BEVERLY FUSS	300.00						
1	06/01/23	tree 5869 Deb Dr. W	300.00			5000 422000	490		101000
		Total for Vendor:	300.00						
110810		4043 BIG DOG AUTOGLASS	750.00						
1	2930242	05/30/23 148 WINDSHIELD	500.00*			1000 421000	322		101000
2	2930287	05/30/23 601 WINDSHIELD	250.00*			2210 428000	322		101000
		Total for Vendor:	750.00						

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110711	-99673E	3552 BLUE CROSS BLUE	270,789.50								
1	06/01/23	June 2023 Premium	270,789.50			1000		212539			101000
		Total for Vendor:	270,789.50								
110661		3512 BOUND TREE MEDICAL, LLC	1,060.42								
1	84962418	05/18/23 First Aid Kit Supplies Hydro	7.58			2060		415200	500		101000
2	84956497	05/12/23 Medical Supplies	1,052.84			2060		415200	500		101000
		Total for Vendor:	1,060.42								
110662		652 BRENCO CORPORATION	16.10								
1	0130297	05/17/23 Station 75-hose repair	16.10			2060		415200	427		101000
		Total for Vendor:	16.10								
110610		4885 BRENDA HIEB	183.00								
1	05/12/23	meal reimb	183.00			1000		421000	340		101000
		Total for Vendor:	183.00								
110699		4096 BRENT YOUNG	210.00								
1	05/25/23	meal reimb	210.00			1000		421000	340		101000
		Total for Vendor:	210.00								
110844		3892 BURGGRAF'S ACE FARGO WEST #17458	40.56								
1	2376	05/24/23 Station Gear Wash Dispensers	10.59			2060		415200	427		101000
2	2378	05/25/23 Brush 75 gr plug, connector	29.97			2060		415200	427		101000
		Total for Vendor:	40.56								
110880		4826 BURNS & MCDONNELL ENGINEERING	6,054.50								
1	153301-2	05/31/23 SANITATION STUDY	6,054.50*			6010		450200	428		101000
		Total for Vendor:	6,054.50								
110819		351 BUSINESS ESSENTIALS	499.61								
1	wo12432091	05/12/23 office supplies	449.81			1000		421000	410		101000
2	wo12432092	05/16/23 tabs	49.80			1000		421000	410		101000

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110890		351 BUSINESS ESSENTIALS	79.67						
1	W012434001	05/15/23 OFFICE SUPPLIES	79.67			7000 411600	410		101000
		Total for Vendor:	579.28						
110801		39 BUTLER MACHINERY	4,147.43						
1	C58192	02/13/23 CREDIT APPLIED TWICE - REVERSE	1,512.90			1000 430000	427		101000
2	256594	05/11/23 CAT REPLACE TRANSMISSION FILTE	2,634.53*			1000 430000	322		101000
110872		39 BUTLER MACHINERY	4,502.30						
1	W00257250	05/27/23 SM72 REPAIRS	1,595.19			6025 450000	826		101000
2	PS0615549	05/20/23 380 GASKET/MODULE	2,907.11			1000 430000	427		101000
		Total for Vendor:	8,649.73						
110637		1764 CALIBRE PRESS	199.00						
1	76933	05/23/23 reg for jacob zach	199.00			1000 421000	340		101000
		Total for Vendor:	199.00						
110871		4924 CARAHSOFT TECHNOLOGY CORP	228.39						
1	38781325	06/01/23 SKETCHUP PRO SUBSCRIPTION	228.39			1000 450000	751		101000
		Total for Vendor:	228.39						
110648		1355 CASS COUNTY GOVERNMENT	85.00						
1	200	05/22/23 april 2023 - intox	85.00			1000 421000	398		101000
110663		1355 CASS COUNTY GOVERNMENT	3,060.00						
1	667	05/23/23 april 2023 - jail	3,060.00			1000 421000	398		101000
		Total for Vendor:	3,145.00						
110868		3679 CASS FIRE & RESCUE	25.00						
1	2023	06/01/23 2023 Dues CCFRA	25.00*			2060 415200	667		101000
		Total for Vendor:	25.00						
110794		2909 CC STEEL LLC	4,800.00						
1	2315	05/22/23 CIPP SPOT REPAIRS	4,800.00			6025 450000	439		101000
		Total for Vendor:	4,800.00						

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110725		4108 CED	28.95						
1	3481024702	05/15/23 WIRENUT/CONN	28.95			6025 450000	826		101000
110737		4108 CED	35.20						
1	3481024916	05/17/23 LED BULB	35.20			1000 455000	420		101000
110795		4108 CED	172.00						
1	3481025605	05/26/23 THHN 12 BLK/RED	172.00			1000 455000	420		101000
		Total for Vendor:	236.15						
110726		2875 CENTRAL LANDSCAPE SUPPLY INC	342.40						
1	318216	05/16/23 TREE BAGS/PROTECTORS	342.40			2210 428000	358		101000
110765		2875 CENTRAL LANDSCAPE SUPPLY INC	332.00						
1	318550	05/24/23 TREETATOR/TREE BAGS	332.00			2210 428000	358		101000
		Total for Vendor:	674.40						
110875		2429 CERTIFIED LABORATORIES	1,065.95						
1	8247944	05/24/23 PREMALUBE/FREE ARESOL	1,065.95			1000 455000	433		101000
		Total for Vendor:	1,065.95						
110728		3216 CINTAS	80.99						
1	4155430766	05/15/23 SHOP TOWELS	80.99			1000 455000	433		101000
110893		3216 CINTAS	80.99						
1	4156975911	05/30/23 SHOP TOWELS	80.99			1000 455000	433		101000
		Total for Vendor:	161.98						
110763		111 CITY OF FARGO	62,788.25						
1	439584	05/17/23 LANDFILL FEES	31,366.99			6010 450200	355		101000
2	439867	05/24/23 LANDFILL FEES	31,421.26			6010 450200	355		101000
		Total for Vendor:	62,788.25						

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110906		3167 City of West Fargo	73.00								
1	05/19/23	Airport Garbage	73.00			7050		500000	420		101000
		Total for Vendor:	73.00								
110595		1904 CODE 4 SERVICES, INC	409.03								
1	8350 05/08/23	#1192 repairs	409.03*			1000		421000	322		101000
110608		1904 CODE 4 SERVICES, INC	1,598.34								
1	8354 05/10/23	#1184 removal	865.51			1000		421000	610		101000
2	8358 05/17/23	#1188 removal/install	732.83			1000		421000	610		101000
110671		1904 CODE 4 SERVICES, INC	212.80								
1	8420 05/25/23	#164 K9 repairs	53.20			1000		421000	427		101000
2	8419 05/25/23	#1173 removal of cage	159.60			1000		421000	610		101000
110681		1904 CODE 4 SERVICES, INC	3,398.65								
1	8413 05/24/23	B-75 New Equipment-Lights	3,398.65			2060		415200	610		101000
		Total for Vendor:	5,618.82								
110615		2482 CODY BEILKE	214.27								
1	05/19/23	travel reimb	214.27			1000		421000	340		101000
		Total for Vendor:	214.27								
110796		133 COLE PAPER	1,463.12								
1	10296213 05/17/23	PD PAPER SUPPLIES	663.73			1000		455000	500		101000
2	10296214 05/17/23	SA PAPER SUPPLIES	130.20*			6010		450200	500		101000
3	10296212 05/17/23	PW PAPER SUPPLIES	233.06*			6020		450000	500		101000
4	10294000 05/11/23	PW PAPER SUPPLIES	29.79*			6020		450000	500		101000
5	10296215 05/17/23	CH PAPER SUPPLIES	406.34			1000		455000	500		101000
		Total for Vendor:	1,463.12								
110707		3245 CORE & MAIN	4,019.25								
1	S925814 05/25/23	VLV BOX RISER	96.01			6020		450000	438		101000
2	S925341 05/25/23	HYPER FORM PAIL RAPID SETTING	200.00			6025		450000	437		101000
3	S935121 05/26/23	MANHOLE SEAL CREDIT	-180.01			6025		450000	437		101000
4	S864081 05/16/23	HYD MARKERS	798.60			6020		450000	438		101000

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5	S864047	05/16/23 VALVES/SWIVEL/ADAPTER	400.00			1000 430000	433		101000
6	S840854	05/18/23 SEWER MANHOLE LIDS	671.16			6025 450000	437		101000
7	S841502	05/22/23 MAL8WO LIDS	239.49			6020 450000	438		101000
8	S857368	05/18/23 SEWER FRAMES	1,794.00			6025 450000	437		101000
Total for Vendor:			4,019.25						
110775		60 CROSSCOUNTRY FREIGHT SOLUTIONS	120.35						
1	1225576	05/15/23 WATER TESTING	120.35			6020 450000	335		101000
Total for Vendor:			120.35						
110809		1675 DAKOTA FLUID POWER, INC	9.25						
1	7078306	05/22/23 HARDWARE	9.25*			4387 480000	427		101000
Total for Vendor:			9.25						
110705		79 DAKOTA HOSE & EQUIP	966.25						
1	3180876	05/11/23 COUPLERS	334.82*			4387 480000	500		101000
2	3181189	05/17/23 COMPRESSOR 250	132.03			6025 450000	427		101000
3	3181462	05/22/23 MILL HOSE	499.40			6020 450000	438		101000
110886		79 DAKOTA HOSE & EQUIP	146.98						
1	3181742	05/25/23 MILL HOSE CPLD	146.98			6010 450200	427		101000
Total for Vendor:			1,113.23						
110764		624 DAKOTA SUPPLY GROUP	176.44						
1	102772593	05/30/23 HOMELINE REPLACEMENT PARTS	232.67			6025 450000	420		101000
2	102777058	05/31/23 HOMELINE RET CREDIT	-56.23			6025 450000	420		101000
Total for Vendor:			176.44						
110845		87 DAKOTA TIRE	288.97						
1	88379	05/30/23 Batt 70-02 Sensor	288.97			2060 415200	427		101000
Total for Vendor:			288.97						
110866		912 DAKOTA WHOLESALE TIRE	132.00						
1	679921	06/01/23 394 OTR GRASS MASTER 4P	132.00			1000 430000	427		101000
Total for Vendor:			132.00						

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110605		856 DAVE'S WEST FARGO TIRE	73.33								
1	119054	05/19/23 mount tires	73.33			1000		421000	427		101000
		Total for Vendor:	73.33								
110840		77 DEMCO INC	417.80								
1	7306942	05/09/23 OFFICE SUPPLIES	211.86			7000		411600	410		101000
2	7311168	05/17/23 OFFICE SUPPLIES	205.94			7000		411600	410		101000
		Total for Vendor:	417.80								
110811		3767 DENIS OTTERNESS	50.60								
1	05/31/23	travel reimb	50.60			1000		421000	340		101000
		Total for Vendor:	50.60								
110916		4928 DENNIS BYRNE	106.03								
1	114 9	AVE E M/O	106.03			6020		214100			101000
		Total for Vendor:	106.03								
110911		3365 DUSTIN SCOTT	1,004.80								
1	06/01/23	TRAVEL FOR DAN HANSON	502.40			1000		414000	340		101000
2	06/01/23	TRAVEL FOR DUSTIN SCOTT	502.40			1000		414200	340		101000
		Total for Vendor:	1,004.80								
110902		2100 EAGLE RUN CROSSING LLC	450.35								
1	9528	05/01/23 SW DIESEL	200.00*			6025		450000	424		101000
2	7705	05/24/23 ROW DIESEL	36.29*			1000		430001	424		101000
3	4715	05/16/23 7027 DIESEL	2.80*			6025		450000	424		101000
4	1988	04/07/23 5419 DIESEL	35.80*			1000		430001	424		101000
5	1425	04/05/23 SW DIESEL	175.46*			6025		450000	424		101000
		Total for Vendor:	450.35								
110664		4049 EAPC ARCHITECTS ENGINEERS	16,530.00								
1	54142	05/09/23 March 26,23 to April 29,23 FD	16,200.00*			4795		480000	670		101000
2	54143	05/09/23 03-26-23 to 04-29-23 FD Furn	330.00*			4795		480000	670		101000
		Total for Vendor:	16,530.00								

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110778		545 ELECTRIC PUMP, INC	4,399.55						
1	75939	05/17/23 WILDS LIFT PUMP REPAIR	4,399.55			6025 450000	825		101000
110800		545 ELECTRIC PUMP, INC	300.00						
1	75956	05/19/23 SA40 PUMP INSPECTION	300.00			6025 450000	825		101000
		Total for Vendor:	4,699.55						
110604		3410 ENGRAPHIX	15.00						
1	a3236	05/17/23 brass plate/pearson	15.00			1000 421000	422		101000
		Total for Vendor:	15.00						
110696		3731 ERIC SORENSON	56.00						
1	05/17/23	meal reimb	56.00			1000 421000	340		101000
		Total for Vendor:	56.00						
110739		1851 F/S MANUFACTURING INC	153.04						
1	149778	05/18/23 6016 FLANGE/PUMP ASSY	153.04			2210 428000	427		101000
		Total for Vendor:	153.04						
110721		660 FARGO FREIGHTLINER	1,448.36						
1	X01117475	05/24/23 407 SHOCK ABSORBER	111.20			6010 450200	427		101000
2	X01116305	05/12/23 407 SHK ABS/ROD ASSY	388.02			6010 450200	427		101000
3	X01116393	05/11/23 407 NO2 SENSOR	918.72			6010 450200	427		101000
4	X01116599	05/16/23 MIRROR	30.42			6010 450200	427		101000
		Total for Vendor:	1,448.36						
110784		897 FARGO GLASS AND PAINT CO.	2,900.00						
1	1038385	05/09/23 DOOR GLASS REPAIR	2,900.00			1000 455000	420		101000
		Total for Vendor:	2,900.00						
110863		979 FARGO LINE-X	510.00						
1	27390	06/01/23 5301 BOX LINE	510.00			1000 430001	610		101000
		Total for Vendor:	510.00						

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110877		136 FARGO TRAILER CENTER	1,625.82								
1	06P32224	05/24/23 GRAB HOOK/400FT DR IRID	1,625.82*			4387		480000	500		101000
		Total for Vendor:	1,625.82								
110847		4919 Fargo Woodworks	2,750.00								
1	10358	05/31/23 FD HDGTRS 1/2 Conf. Table	2,750.00*			4795		480000	864		101000
		Total for Vendor:	2,750.00								
110805		1648 FARSTAD OIL, INC	398.35								
1	475305	05/18/23 RIDGELINE DEF	398.35*			4387		480000	424		101000
		Total for Vendor:	398.35								
110599		151 FEDERAL EXPRESS	10.16								
1	812671786	05/10/23 pkg mailed	5.08			1000		421000	661		101000
2	812004934	05/03/23 pkg mailed	5.08			1000		421000	661		101000
110678		151 FEDERAL EXPRESS	5.08								
1	814088083	05/24/23 pkg mailed	5.08			1000		421000	661		101000
		Total for Vendor:	15.24								
110812		3347 FIRST INTERNATIONAL INSURANCE	1,429.00								
1	407874	01/24/23 insurance pd squad 1203	56.00*			1000		421000	321		101000
2	410433	05/11/23 business auto delete	-272.00*			2060		415200	321		101000
3	423133	05/11/23 police evidence room fence	1.00*			1000		421000	321		101000
4	423141	05/09/23 police k9 jazz	540.00*			1000		421000	321		101000
5	424647	05/25/23 police evidence room fence	88.00*			1000		421000	321		101000
6	424622	05/24/23 street dept - 2 vehicles	1,496.00*			1000		430000	321		101000
7	424649	05/26/23 police removal k9 macho	-480.00*			1000		421000	321		101000
110861		3347 FIRST INTERNATIONAL INSURANCE	22,312.00								
		Builders Risk Insurance for New FD HeadQuarters									
1	WFFD	05/04/23 FD HeadQuarters Risk Ins	22,312.00*			4795		480000	670		101000
		Total for Vendor:	23,741.00								

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110624		4890 FISHER SCIENTIFIC	28,211.95								
1	3124119	05/19/23 grant purchase/TruNarc	28,204.00			1000		335900			101000
2	3124419	05/19/23 fuel charge	7.95			1000		421000	661		101000
		Total for Vendor:	28,211.95								
110649		155 GALLS, LLC	36.00								
1	024397017	05/04/23 k9 ID panel	36.00			1000		421000	422		101000
110659		155 GALLS, LLC	1,178.93								
1	024520063	05/16/23 armor vest/bushaw	1,178.93			1000		421000	641		101000
110665		155 GALLS, LLC	1,727.50								
1	24423714	05/08/23 M Dahlson-New Employee/O'Bry	153.78			2060		415200	422		101000
2	24425671	05/08/23 A Thieschafer-New Employee	225.62			2060		415200	422		101000
3	24425770	05/08/23 D Nerud-Class A Shoes	69.33			2060		415200	422		101000
4	24476701	05/12/23 A Wagemann-New Employee	72.93			2060		415200	422		101000
5	24476708	05/12/23 Class A Dress Shirts	819.52			2060		415200	422		101000
6	24476846	05/12/23 A Morgan	220.30			2060		415200	422		101000
7	24476874	05/12/23 D Christensen-New Employee	166.02			2060		415200	422		101000
110673		155 GALLS, LLC	717.70								
1	024453319	05/10/23 case for nelson	18.74			1000		421000	422		101000
2	024452499	05/10/23 uniforms/equip angeles	128.95			1000		421000	422		101000
3	024452225	05/10/23 collar pins	194.40			1000		421000	422		101000
4	024412872	05/06/23 honor guard pin	18.00			1000		421000	422		101000
5	024412842	05/06/23 equip for sufficool	180.00			1000		421000	422		101000
6	024452258	05/10/23 boots for stanton	177.61			1000		421000	422		101000
110701		155 GALLS, LLC	750.82								
1	024524372	05/17/23 new officer uniforms	602.43			1000		421000	422		101000
2	024476907	05/12/23 new officer uniforms	148.39			1000		421000	422		101000
110850		155 GALLS, LLC	1,254.93								
1	35606212	05/15/23 Menge-new Employee	145.44			2060		415200	422		101000
2	24513125	05/16/23 Neeb,Menge-new Employee	71.83			2060		415200	422		101000
3	24537695	05/18/23 Wagemann-new Employee	72.96			2060		415200	422		101000

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4	24537784	05/18/23 McCann-Boots,Class A Shirt	234.34			2060 415200	422		101000
5	24537810	05/18/23 Hodgson-New Employee	42.86			2060 415200	422		101000
6	24559033	05/19/23 250 Patches	687.50			2060 415200	422		101000
		Total for Vendor:	5,665.88						
110666		4632 GEAR WASH	2,540.25						
1	472766-2	11/28/22 Gear Repairs	1,343.00			2060 415200	427		101000
2	472766-3	01/19/23 Gear Repairs	298.50			2060 415200	427		101000
3	472766-4	02/07/23 Gear Repairs	64.25			2060 415200	427		101000
4	472766-5	02/06/23 Gear Repairs	834.50			2060 415200	427		101000
		Total for Vendor:	2,540.25						
110870		156 GENERAL EQUIP & SUPPLIES	2,750.00						
1	10018854	04/10/23 MAN BASKET WORK PLATFORM	2,750.00			1000 430001	641		101000
		Total for Vendor:	2,750.00						
110693		4321 GO PROMO LLC	875.00						
1	33966	05/25/23 bike light for rodeo	875.00			1000 421000	375		101000
		Total for Vendor:	875.00						
110807		2558 GOODYEAR COMMERCIAL TIRE	526.71						
1	1301088744	05/23/23 413 TIRES	526.71			6010 450200	427		101000
		Total for Vendor:	526.71						
110759		556 GRAINGER, INC.	65.12						
1	9720213579	05/25/23 INDUSTRIAL NOZZLE	65.12			1000 430000	433		101000
110820		556 GRAINGER, INC.	281.67						
1	9705025881	05/12/23 PIT car tools	281.67			1000 421000	427		101000
		Total for Vendor:	346.79						
110682		3534 GRAND FORKS FIRE EQUIPMENT LLC	46.82						
1	37928	05/25/23 Station 76 Compressor Know	40.32			2060 415200	427		101000
2	37928	05/25/23 SCBA Mask Cover	6.50			2060 415200	641		101000
		Total for Vendor:	46.82						

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110667		3535 GREAT PLAINS FIRE	224.93						
1	7493	05/08/23 Name plates Nienas Kalina	224.93			2060 415200	641		101000
		Total for Vendor:	224.93						
110891		2877 GREATAMERICA FINANCIAL SERVICES	442.89						
1	34095110	08/22/23 SERVICE AGREEMENTS/CONTRACTS	442.89			7000 411600	428		101000
		Total for Vendor:	442.89						
110609		2713 HAMPTON INN & SUITES	441.20						
1	425/ngru	05/17/23 lodging/zach	88.40			1000 421000	340		101000
2	220/ngru	05/17/23 lodging/stanton	176.40			1000 421000	340		101000
3	224/ngru	05/17/23 lodging/sorenson	176.40			1000 421000	340		101000
110611		2713 HAMPTON INN & SUITES	141.12						
1	321/ngru	05/10/23 lodging for t. brown	176.40			1000 421000	340		101000
2		05/13/23 credit	-35.28			1000 421000	340		101000
		Total for Vendor:	582.32						
110786		135 HAWKINS WTR TREATMENT	11,719.92						
1	6469130	05/12/23 AQUAHAWK	6,705.67			6025 450000	423		101000
2	6475461	05/18/23 AQUAHAWK	5,014.25			6025 450000	423		101000
		Total for Vendor:	11,719.92						
110603		180 HAZERS	200.00						
1	62702	05/18/23 PIT car rims	200.00			1000 421000	427		101000
110771		180 HAZERS	875.00						
1	62603	05/15/23 REFRIDGERATOR DISPOSAL	875.00			6010 450200	357		101000
		Total for Vendor:	1,075.00						
110756		3593 HOLIDAY COMPANIES	20.00						
1		05/31/23 may 2023 car wash	20.00			1000 421000	420		101000
		Total for Vendor:	20.00						

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110797		358 HUBERT OYE-SONS CONST.	671.04						
1	1211545	05/18/23 HOT MIX ASPHALT	289.92			1000 430000	722		101000
2	1211556	05/24/23 HOT MIX ASPHALT	381.12			1000 430000	722		101000
		Total for Vendor:	671.04						
110776		4901 IMPACT ENVIRONMENTAL GROUP	3,765.87						
1	130714	05/24/23 CASTER/REAR LOAD LID	3,765.87			6010 450200	914		101000
		Total for Vendor:	3,765.87						
110823		4906 INDRA ABBAS	300.00						
1	06/01/23	Tree 1054 Ashley Dr West	300.00			5000 422000	490		101000
		Total for Vendor:	300.00						
110743		2500 INLAND TRUCK PARTS & SERVICE	75.38						
1	1374575	05/10/23 407 U JOINT	75.38			6010 450200	427		101000
110876		2500 INLAND TRUCK PARTS & SERVICE	1,132.73						
1	1381079	05/19/23 7013 MISC HYDRAULICS	1,132.73			6025 450000	427		101000
110887		2500 INLAND TRUCK PARTS & SERVICE	127.68						
1	1383850	05/24/23 OIL BATH SEAL	127.68			6010 450200	427		101000
		Total for Vendor:	1,335.79						
110668		211 INTERSTATE BATTERIES	325.50						
1	276672	05/23/23 B-75 Trickle Charger	49.60			2060 415200	641		101000
2	276672	05/23/23 SS Floor Scrubber	275.90			2060 415200	427		101000
110766		211 INTERSTATE BATTERIES	178.65						
1	2801037416	05/18/23 6016 BATTERY	150.95			2210 428000	427		101000
2	2802028611	05/31/23 CORE CREDIT	-15.00			2210 428000	427		101000
3	2802028611	05/31/23 BATTERIES	42.70			1000 455000	433		101000
		Total for Vendor:	504.15						

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110735 1	9108005112	1765 J.J. KELLER & ASSOC, INC 05/01/23 CDL TRAINING	842.00 842.00*			1000 450000	497		101000
		Total for Vendor:	842.00						
110830 1	06/01/23	4912 JAMES MARKEY Tree 1232 Goldenwood Drive	300.00 300.00			5000 422000	490		101000
		Total for Vendor:	300.00						
110697 1	04/28/23	1024 JOE BIRRENKOTT meal reimb	28.00 28.00			1000 421000	340		101000
		Total for Vendor:	28.00						
110831 1	06/01/23	4913 JORDAN BENNING Tree 1128 28th Ave W	300.00 300.00			5000 422000	490		101000
		Total for Vendor:	300.00						
110827 1	06/01/23	4909 KALEB KNUTSON Tree 1042 Ashley Dr W	300.00 300.00			5000 422000	490		101000
		Total for Vendor:	300.00						
110770 1	343004262	344 KARL'S AT THE NODAK CENTER 05/17/23 M MEHL JEANS	53.99 53.99			6010 450200	422		101000
		Total for Vendor:	53.99						
110829 1	06/01/23	4911 KELSIE TUCHOLKE Tree 1232 29th Ave W	300.00 300.00			5000 422000	490		101000
		Total for Vendor:	300.00						
110669 1	57823	4543 KRAUS-ANDERSON CONSTRUCTION 05/15/23 FD Const Mgnt Svs 04-30-23	92,863.69 92,863.69*			4795 480000	670		101000
		Total for Vendor:	92,863.69						
110689 1	5494	260 LAR'S BODY SHOP 05/25/23 #1193 repairs	1,934.75 1,934.75*			1000 421000	322		101000
		Total for Vendor:	1,934.75						

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110837		3109 LIBRARY IDEAS, INC	536.86						
1	98658 05/10/23	AUDIO VIDEO	536.86			7000 411600	664		101000
		Total for Vendor:	536.86						
110910		4636 LINDSEY ROSTER	175.00						
1	March 23 04/04/23	21 Patches sewn on 11 Shirts	147.00			2060 415200	422		101000
2	May 23 06/01/23	6 Patches sewn on 3 Shirts	28.00			2060 415200	422		101000
		Total for Vendor:	175.00						
110691		4896 LIVEWIRE	650.00						
1	00315 05/25/23	N2U rental stage	650.00			2500 415000	945		101000
		Total for Vendor:	650.00						
110879		270 LOWE'S	75.00						
1	06/01/23	WOOD STAKES	75.00			2210 428000	358		101000
		Total for Vendor:	75.00						
110733		711 LUTHER FAMILY FORD	362.89						
1	351905 05/01/23	1178 CONVERT/GASKET	362.89			1000 421000	427		101000
110888		711 LUTHER FAMILY FORD	28.82						
1	354883 05/31/23	601 AREAL	28.82*			2210 428000	322		101000
		Total for Vendor:	391.71						
110677		3502 M &T Fire	704.12						
1	10543 05/17/23	2-5 Gl Liquid Smoke-Training	704.12			2060 415200	340		101000
		Total for Vendor:	704.12						
110736		3304 MAC'S - FARGO	15.18						
1	G38154 05/17/23	HAY HOOK	15.18			2210 428000	432		101000
110750		3304 MAC'S - FARGO	81.46						
1	G35457 05/11/23	CLEANING/TORCH KIT	81.46*			4387 480000	500		101000

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110881		3304 MAC'S - FARGO	119.11								
1	G41622	05/25/23 CHAIN	119.11			6025		450000	433		101000
		Total for Vendor:	215.75								
110851		3536 MACQUEEN EMERGENCY	336.47								
1	8937	04/19/23 L-75 Switch, Actuator,Handle	81.71			2060		415200	427		101000
2	9092	05/12/23 L-76 Light Marker ID	26.39			2060		415200	427		101000
3	9107	05/16/23 Helmet Front	70.17			2060		415200	641		101000
4	9111	05/16/23 E-75 AC Louver Round	23.20			2060		415200	427		101000
5	15749	05/25/23 (2) Helmet Fronts	135.00			2060		415200	641		101000
		Total for Vendor:	336.47								
110602		2643 MARCO'S PIZZA	269.66								
1		05/18/23 cadets banquet	269.66			1000		421000	375		101000
		Total for Vendor:	269.66								
110843		4483 MATT BERG	51.54								
1		05/25/23 Photo frames for Fire Cadets	51.54			2060		415200	340		101000
		Total for Vendor:	51.54								
110762		4900 MCKAY NURSERY COMPANY	3,429.75								
1	0830222720	05/17/23 TREES	3,429.75			2210		428000	446		101000
		Total for Vendor:	3,429.75								
110596		299 MENARDS	17.98								
1	698	04/12/23 k9 access panel	17.98			1000		421000	915		101000
110636		299 MENARDS	5.97								
1	03558	05/23/23 metal clamps/Police Dept	5.97			1000		421000	641		101000
110651		299 MENARDS	339.98								
1	03615	05/24/23 shelving for COPS/PD	149.99			1000		421000	375	12	101000
2	03615	05/24/23 shelving PD squad car equip	189.99			1000		421000	641		101000

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110679		299 MENARDS	32.29								
1	30360496	05/17/23 Training Supplies	32.29*			2060		415200	640		101000
110841		299 MENARDS	32.99								
1	04293	06/01/23 PIT car tool tote	32.99			1000		421000	427		101000
110907		299 MENARDS	207.36								
1	2960	05/15/23 Tools	207.36			1000		414200	432		101000
		Total for Vendor:	636.57								
110708		4622 MENARDS PW	1,107.17								
1	01750	04/27/23 IMPACT CHISEL/MUFFS	54.64			6025		450000	432		101000
2	03482	05/22/23 BATTERIES/TRASH CAN	55.95			1000		455000	500		101000
3	03453	05/22/23 TROWEL/KNIFE/PLACER	104.39			6020		450000	432		101000
4	03732	05/25/23 LIFT STATION REPAIR	35.53			6025		450000	825		101000
5	03540	05/23/23 HAMMER	24.96			6020		450000	432		101000
6	02699	05/11/23 HARDWARE/TOTE	38.45			6020		450000	432		101000
7	03541	05/23/23 SVIN GRANULE	10.97			1000		430001	358		101000
8	02685	05/11/23 PLUG/PUTTY KNIFE	8.96			6020		450000	432		101000
9	03272	05/19/23 STAKES/PVC	13.56			6025		450000	437		101000
10	03026	05/16/23 TOILET REPAIR	5.49			1000		455000	500		101000
11	03024	05/16/23 3 IN 1 GDL	62.91*			6020		450000	500		101000
12	03203	05/18/23 SHELF/HOOKS	37.96			1000		455000	420		101000
13	03023	05/16/23 PAINT SUPPLIES	138.45			1000		430000	433		101000
14	03050	05/16/23 HARDWARE/PVC	53.61			6025		450000	826		101000
15	02517	05/09/23 DOUBLE BOX MIXER	19.98			1000		430000	432		101000
16	03033	05/16/23 GALV NIPPLES/COUPLINGS	215.92			6020		450000	438		101000
17	03044	05/16/23 10' RETRAC/CORD	74.98			6025		450000	432		101000
18	02676	05/11/23 HARDWARE	41.34			6025		450000	826		101000
19	02607	05/10/23 ADHESIVE/BOARDS	61.60			6025		450000	826		101000
20	02656	05/11/23 HARDWARE	31.64			1000		430001	432		101000
21	02442	05/08/23 SOCKET ADAPTER	15.88			1000		430000	432		101000

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110761		4622 MENARDS PW	129.74						
1	04187 05/31/23	FLOWERS	108.78			1000 430001	358		101000
2	04175 05/31/23	ROUNDUP	20.96			1000 455000	420		101000
110884		4622 MENARDS PW	50.76						
1	03270 05/19/23	PVC/COUPLING	41.07*			4387 480000	500		101000
2	02956 05/15/23	FLEXIBLE ELBOW	9.69			6010 450200	433		101000
		Total for Vendor:	1,287.67						
110758		2489 MENARDS-MOORHEAD	499.92						
1	70862 04/26/23	MAILBOX REPAIR	374.94*			1000 430000	444		101000
2	70721 04/24/23	MAILBOX REPAIR	124.98*			1000 430000	444		101000
		Total for Vendor:	499.92						
110785		2657 MICHAEL KANE	35.00						
1	05/31/23	fuel reimb	35.00			1000 421000	340		101000
		Total for Vendor:	35.00						
110607		102 MIDSTATES WIRELESS	1,825.00						
1	2070001751 05/15/23	removal/install #1214	1,825.00			1000 421000	610		101000
110852		102 MIDSTATES WIRELESS	202.50						
1	205015984- 05/23/23	Gari down-reset	202.50			2060 415200	427		101000
		Total for Vendor:	2,027.50						
110892		1854 MIDWEST TAPE	1,252.70						
1	503797276 05/16/23	AUDIOBOOK	127.47			7000 411600	664		101000
2	503830149 05/23/23	AUDIOBOOK	84.98			7000 411600	664		101000
3	503797272 05/16/23	DVD	51.69			7000 411600	664		101000
4	503797273 05/16/23	DVD	135.39			7000 411600	664		101000
5	503797275 05/16/23	DVD	171.54			7000 411600	664		101000
6	503797278 05/16/23	DVD	422.64			7000 411600	664		101000
7	503797274 05/16/23	DVD	69.86			7000 411600	664		101000
8	503830147 05/23/23	DVD	77.94			7000 411600	664		101000
9	503830148 05/23/23	DVD	111.19			7000 411600	664		101000
		Total for Vendor:	1,252.70						

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110814		305 MOORE ENGINEERING INC	408,829.83						
1	PA 7 05/23/23 1337		408,829.83*			4086 480000	670		101000
110909		305 MOORE ENGINEERING INC	112,470.35						
1	33695 05/30/23 9033		307.50*			6010 450200	313		101000
2	33696 05/30/23 1309.1		1,560.00*			4387 480000	313		101000
3	33697 05/30/23 1309.2		1,175.00*			4387 480000	313		101000
4	33698 05/30/23 1316.2		13,946.00*			4065 480000	313		101000
5	33699 05/30/23 TO 2, MSA 05-01-18		5,570.40			1000 414200	313		101000
6	33700 05/30/23 The Wilds N Pond, 1st Add		1,041.40			1000 414200	313		101000
7	33701 05/30/23 1337		32,992.60*			4086 480000	313		101000
8	33702 05/30/23 9034		12,920.00			2970 480000	313		101000
9	33708 05/30/23 1339		2,703.82*			4088 480000	313		101000
10	33712 05/30/23 2271		26,864.88*			4005 480000	313		101000
11	33713 05/30/23 2261		13,388.75*			4442 480000	313		101000
		Total for Vendor:	521,300.18						
110882		298 MVTL LABORATORIES	326.70						
1	1199880 05/31/23 WATER TESTING		326.70			6025 450000	335		101000
		Total for Vendor:	326.70						
110692		2764 NAPWDA	150.00						
1	05/30/23 membership for ackerman		50.00			1000 421000	915		101000
2	05/30/23 membership for oldham		50.00			1000 421000	915		101000
3	05/30/23 membership for nobles		50.00			1000 421000	915		101000
		Total for Vendor:	150.00						
110751		1031 NASETH CONSTRUCTION	10,321.59						
1	3762 05/23/23 STORAGE BUILDING DEMO		10,321.59*			6020 450000	322		101000
		Total for Vendor:	10,321.59						
110833		4914 NATHAN STOKKA	300.00						
1	06/01/23 Tree 2115 12th St W		300.00			5000 422000	490		101000
		Total for Vendor:	300.00						

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110834		4915 NATHANIEL NEECE	300.00						
1	06/01/23	Tree 1011 Barnes Dr W	300.00			5000 422000	490		101000
110835		4915 NATHANIEL NEECE	300.00						
1	06/01/23	Tree 1011 Barnes Dr W	300.00			5000 422000	490		101000
		Total for Vendor:	600.00						
110579		4881 NATIONAL K9 SCHOOL FOR DOG	395.00						
1	05/18/23	lodging for pearson/bella	395.00			1000 421000	340		101000
		Total for Vendor:	395.00						
110584		333 ND MOTOR VEHICLE DEPT.	6.50						
1	05/19/23	#1214 title/reg	6.50			1000 421000	667		101000
		Total for Vendor:	6.50						
110854		3946 NDFA	46.00						
1	2023051601	05/16/23 Propane for the LPG Prop	36.00			2060 415200	340		101000
2	2023051806	05/18/23 E Menge Cert Retest	10.00			2060 415200	340		101000
		Total for Vendor:	46.00						
110853		3689 NDFPA	525.00						
1	2023 06/01/23	D Sprecher-2023 NDFPA Dues	175.00*			2060 415200	667		101000
2	2023 06/01/23	J Neeb-2023 NDFPA Dues	175.00*			2060 415200	667		101000
3	2023 06/01/23	T Olson-2023 NDFPA Dues	175.00*			2060 415200	667		101000
		Total for Vendor:	525.00						
110789		2201 NDIRF	171.56						
1	05/26/23	overpayment 23058019	171.56*			1000 421000	322		101000
		Total for Vendor:	171.56						
110740		364 NELSON INTERNATIONAL	108.03						
1	X102198026	05/11/23 241 HORN	108.03			6020 450000	427		101000
		Total for Vendor:	108.03						

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110744		328 NORTHERN ENGINE & SUPPL	46.72						
1	245776	05/12/23 2400 FITTINGS	46.72			6020 450000	427		101000
		Total for Vendor:	46.72						
110806		331 NORTHERN STATES SUPPLY	121.31						
1	1686913	05/23/23 HARDWARE	121.31			1000 430001	427		101000
110894		331 NORTHERN STATES SUPPLY	20.22						
1	20551677	05/23/23 HARDWARE	20.22			1000 430001	427		101000
110904		331 NORTHERN STATES SUPPLY	108.24						
1	20551493	05/09/23 HARDWARE	108.24			1000 430001	427		101000
		Total for Vendor:	249.77						
051823		141 NORTHSTAR SAFETY, INC	777.60						
1	35138	05/18/23 Safety supplies	777.60			6020 450000	412		101000
		Total for Vendor:	777.60						
110723		1715 NORTHWEST TIRE INC	839.76						
1	26037960	05/15/23 266 TIRE PATCH	19.26			1000 430000	427		101000
2	26038310	05/26/23 3022 TIRE PATCH	19.26			1000 430000	427		101000
3	26038334	05/26/23 2005 TIRES	801.24			6020 450000	427		101000
110867		1715 NORTHWEST TIRE INC	34.19						
1	26038499	06/01/23 394 TUBE REPAIR	34.19			1000 430000	427		101000
110878		1715 NORTHWEST TIRE INC	19.26						
1	26038442	05/31/23 7601 TIRE PATCH	19.26*			4387 480000	427		101000
		Total for Vendor:	893.21						
110731		330 NORTHWESTERN EQUIP INC.	376.51						
1	53396	05/12/23 5000 7/16 X 120' CABLE	367.04			1000 455000	427		101000
2	53412	05/17/23 7072 CABLE EYE	9.47			6025 450000	427		101000
		Total for Vendor:	376.51						

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110855		1774 O'REILLY AUTOMOTIVE STORES, INC	25.88						
1	211210	05/16/23 L-76 Socket	17.99			2060 415200	432		101000
2	149027	05/23/23 L-75 Scotch mold	7.89			2060 415200	427		101000
		Total for Vendor:	25.88						
110732		4744 O'REILLY AUTOMOTIVE STORES, INC	339.03						
1	1932213866	05/23/23 140 BRAKE ROTER	125.00			1000 421000	427		101000
2	1932213801	05/23/23 AIR HOSE	57.99			1000 455000	433		101000
3	1932214402	05/24/23 4003 BULB	3.78			6010 450200	427		101000
4	1932209936	05/12/23 131 STARTER	162.26			1000 421000	427		101000
5	1932209758	05/12/23 131 STARTER	162.26			1000 421000	427		101000
6	1932210692	05/15/23 STARTER/CORE RET	-172.26			1000 421000	427		101000
110864		4744 O'REILLY AUTOMOTIVE STORES, INC	484.43						
1	99207093	06/01/23 OIL	106.99*			4387 480000	427		101000
2	99205547	05/24/23 FILTERS	3.26			1000 430000	427		101000
3	99205846	05/25/23 PAINT	251.82			1000 455000	433		101000
4	99205936	05/25/23 FILTERS	9.65			1000 430000	427		101000
5	99205088	05/22/23 7708 OIL/FUEL	98.45*			4387 480000	427		101000
6	99205117	05/22/23 7708 OIL FLEET	14.26*			4387 480000	427		101000
110865		4744 O'REILLY AUTOMOTIVE STORES, INC	363.25						
1	1932217185	06/01/23 7026 HEATER CORE	181.32			6025 450000	427		101000
2	1932216706	05/31/23 STOCK TOGGLE/ROCKER SWITCH	165.94			6020 450000	427		101000
3	1932217075	06/01/23 2006 CONNECTOR	15.99			6020 450000	427		101000
110889		4744 O'REILLY AUTOMOTIVE STORES, INC	185.18						
1	1932214330	05/24/23 1189 PULLEY	15.01			1000 421000	427		101000
2	1932214033	05/23/23 1189 BATTERY	170.17			1000 421000	427		101000
		Total for Vendor:	1,371.89						
110773		399 OLYMPIC SALES	87.45						
1	13787	05/03/23 CAMERA CABLE	87.45			6010 450200	427		101000
		Total for Vendor:	87.45						

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110598		276 OSTROMS ACE HARDWARE	46.96						
1	223841	05/16/23 paint for shoot	46.96			1000 421000	340		101000
		Total for Vendor:	46.96						
110896		3277 OUT FRONT POWER EQUIPMENT	25.30						
1	1432	05/09/23 FILTER ELEMENT	22.90			1000 430001	427		101000
2	1587	05/23/23 WING NUT	2.40			1000 430001	427		101000
		Total for Vendor:	25.30						
110903		563 PETRO SERVE USA	4,403.28						
1	1710	05/18/23 2023 DIESEL	41.02			6020 450000	424		101000
2	740	05/16/23 4021 DIESEL	208.81			6010 450200	424		101000
3	8344	05/10/23 ST DIESEL	26.51			1000 430000	424		101000
4	5558	05/10/23 ST DIESEL	26.15			1000 430000	424		101000
5	8089	05/17/23 7000 DIESEL	213.22*			6025 450000	424		101000
6	237	05/15/23 4101 DIESEL	155.26			6010 450200	424		101000
7	6733	05/05/23 407 DIESEL	130.36			6010 450200	424		101000
8	8057	05/17/23 CRACK SEALER DIESEL	69.71			1000 430000	424		101000
9	2049	05/19/23 7000 DIESEL	179.11*			6025 450000	424		101000
10	9652	05/22/23 7042 DIESEL	77.33*			6025 450000	424		101000
11	2321	05/30/23 7033 DIESEL	175.15*			6025 450000	424		101000
12	7449	05/17/23 BULK DIESEL	3,100.65*			4387 480000	424		101000
		Total for Vendor:	4,403.28						
110782		1310 PETTYS CONSULTING, LLC	270.00						
1	1823	06/01/23 june 2023 user fee	270.00			1000 421000	497		101000
110848		1310 PETTYS CONSULTING, LLC	156.00						
1	1822	06/01/23 FD June 23 Monthly chg	156.00			2060 415200	497		101000
		Total for Vendor:	426.00						
110804		360 PIONEER RIM/WHEEL	293.21						
1	02CS6566	05/31/23 342 PLUG	10.70			1000 430000	427		101000
2	02CS6583	05/31/23 HITCH PINS	62.50			6020 450000	427		101000
3	02CS6584	05/31/23 3061 ONE MOUNT	220.01			1000 430000	427		101000
		Total for Vendor:	293.21						

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110597 1	05/08/23	4883 PITNEY BOWES BAND INC PURCHASE postage for PD	500.00 500.00			1000 421000	661		101000
		Total for Vendor:	500.00						
110672 1	107534S 05/25/23	1483 PITNEY BOWES RESERVE ACCOUNT PD postage for mail machine -- the previous \$2500 check was applied to the City Hall account instead of the PD account ESH reserve acct 53241956	2,500.00 2,500.00*			1000 415000	661		101000
110755 1	107538S 06/01/23	1483 PITNEY BOWES RESERVE ACCOUNT POSTAGE	1,500.00 1,500.00			7000 411600	661		101000
		Total for Vendor:	4,000.00						
110792 1	4064 POMP'S TIRE SERVICE (ROYAL TIRE) 2450000020 04/10/23 4007 TIRES		1,332.62 1,332.62			6010 450200	427		101000
		Total for Vendor:	1,332.62						
110745 1	2982 RDO EQUIPMENT CO P3162554 05/18/23 LEVER/GRIP		509.16 509.16*			1000 430000	322		101000
		Total for Vendor:	509.16						
110869 1	3183 RDO EXCH 80-5800/6130 E2234454 05/25/23 ZERO TURN MOWERS		16,375.00 16,375.00*			1000 430001	870		101000
		Total for Vendor:	16,375.00						
110842 1	3204 RECORD KEEPERS a254607 05/31/23 may 22, 2023 service date		27.50 27.50			1000 421000	420		101000
		Total for Vendor:	27.50						
110727 1	1016 RED WING BUSINESS ADVANTAGE 140629 05/15/23 J BARKER BOOTS		208.24 208.24			6010 450200	422		101000
110885 1	1016 RED WING BUSINESS ADVANTAGE 141183 05/25/23 K SATHER BOOTS		212.49 212.49			6010 450200	422		101000
		Total for Vendor:	420.73						

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110912		4929 RIVER ROCK PROPERTIES	135.90								
		UTILITIES M/O									
1	1011 42 AVE W		26.74			6020		214100			101000
2	245 18 ST E		33.08			6020		214100			101000
3	2107 2 AVE E		36.75			6020		214100			101000
4	229 12 AVE E		39.33			6020		214100			101000
		Total for Vendor:	135.90								
110856		4920 RJ KOOL MIDWEST	26,384.00								
		Gear washer/dryer for FD new headquarters									
1	V510902 05/24/23 Gear Washer UniMac 60lb		14,240.00*			4795		480000	864		101000
2	V510902 05/24/23 Alliance 60lb Base Frame		730.00*			4795		480000	864		101000
3	V510902 05/24/23 UniMac PPE Gear Drying Cabine		8,610.00*			4795		480000	864		101000
4	V510902 05/24/23 ND Installation		1,920.00*			4795		480000	864		101000
5	V510902 05/24/23 ND Freight		884.00*			4795		480000	864		101000
		Total for Vendor:	26,384.00								
110901		3522 RJ'S TESORO	331.38								
1	5517 05/09/23 4100 DIESEL		85.25			6010		450200	424		101000
2	247 05/22/23 4007 DIESEL		126.76			6010		450200	424		101000
3	2534 05/01/23 4007 DIESEL		119.37			6010		450200	424		101000
		Total for Vendor:	331.38								
110818		4905 ROGER & DEBRA BLAIR	300.00								
1	06/01/23 Tree 319 25th Ave E		300.00			5000		422000	490		101000
		Total for Vendor:	300.00								
110650		1720 RRCAC	4,000.00								
1	05/24/23 2023 annual services		4,000.00			1000		421000	502		101000
		Total for Vendor:	4,000.00								
110817		4904 RYAN SEEGER	300.00								
1	06/01/23 Tree 4818 11th St W		300.00			5000		422000	490		101000
		Total for Vendor:	300.00								

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110798		441 S & S LANDSCAPING	74.44						
1	173527	05/22/23 SPEED FEED	74.44			1000 430001	358		101000
		Total for Vendor:	74.44						
110772		3353 SAM'S CLUB MC/SYNCRB	456.34						
1	05/12/23	CH SUPPLIES	456.34			1000 455000	500		101000
		Total for Vendor:	456.34						
110616		1881 SAM'S CLUB/SYNCHRONY BANK	117.80						
1	05/22/23	web cam meeting	19.98			1000 421000	375		101000
2	05/14/23	le memorial day luncheon	97.82			1000 421000	375		101000
110857		1881 SAM'S CLUB/SYNCHRONY BANK	526.18						
1	9090 05/17/23	Station Supplies	526.18			2060 415200	500		101000
		Total for Vendor:	643.98						
110787		800 SANDERS	8,310.00						
1	55761 05/17/23	241 RELINE BOX	2,470.00			6020 450000	427		101000
2	55764 05/24/23	243 RELINE BOX	2,770.00			6020 450000	427		101000
3	55769 05/30/23	228 RELINE BOX	3,070.00			6020 450000	427		101000
		Total for Vendor:	8,310.00						
110741		454 SANITATION PRODUCTS	111.12						
1	85621 05/11/23	7034 SCREEN 80 MESH 3"/GASKET	56.49			6025 450000	427		101000
2	85768 05/22/23	7034 PSI HOSE	54.63			6025 450000	427		101000
110808		454 SANITATION PRODUCTS	339.93						
1	85808 05/24/23	HXX NOZZLE	339.93*			4387 480000	427		101000
110874		454 SANITATION PRODUCTS	1,512.36						
1	85824 05/25/23	7034 HOSE RELAY ASSY	1,512.36			6025 450000	427		101000
		Total for Vendor:	1,963.41						

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110612		450 SCHEELS	1,190.30								
1	39069	05/20/23 bike patrol/faltersack	287.98			1000		421000	422		101000
2	39070	05/21/23 bike patrol/dehmlow	299.90			1000		421000	422		101000
3	39063	05/19/23 bike patrol/a. feltman	107.99			1000		421000	422		101000
4	39062	05/18/23 bike patrol/crouse	377.98			1000		421000	422		101000
5	39076	05/23/23 bike patrol supplies	116.45			1000		421000	641		101000
110694		450 SCHEELS	84.46								
1	39082	05/30/23 bike patrol repair	84.46			1000		421000	641		101000
		Total for Vendor:	1,274.76								
110690		639 SECRETARY OF STATE	36.00								
1		05/30/23 notary app for k johnson	36.00			1000		421000	667		101000
		Total for Vendor:	36.00								
110629		1634 SHANE ORN	10.00								
1		05/23/23 fuel reimb	10.00			1000		421000	340		101000
		Total for Vendor:	10.00								
110618		2885 SHORTPRINTER	145.30								
1	136841	05/15/23 bus cards	145.30			1000		421000	668		101000
		Total for Vendor:	145.30								
110779		91 SIGN SOLUTIONS USA	1,483.53								
1	406219	05/23/23 SIGNS	1,483.53			1000		430000	358		101000
110799		91 SIGN SOLUTIONS USA	1,170.01								
1	406221	05/23/23 SIGNS	795.12			1000		430000	487		101000
2	406218	05/23/23 SIGNS	374.89			1000		430000	358		101000
110821		91 SIGN SOLUTIONS USA	300.00								
1	406220	05/23/23 n2u signage	300.00			2500		415000	945		101000
		Total for Vendor:	2,953.54								

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110836		4917 SOFTCHOICE CORPORATION	30,879.93						
1	90981345	04/05/23 Hardware & Software	30,879.93			1000 414104	497		101000
		Total for Vendor:	30,879.93						
110918		4926 SONIA NISTLER	18.63						
1	3479	LOBERG LN M/O	18.63			6020 214100			101000
		Total for Vendor:	18.63						
110858		465 SPARTAN STORES LLC	63.99						
		Tax Exempt-We do not pay Taxes							
1	277938	05/23/23 4-Cases Water @ 3.50 CRR	14.00			2060 415200	500		101000
2	277938	05/23/23 Cooler	49.99			2060 415200	500		101000
		Total for Vendor:	63.99						
110619		2581 STALKER RADAR APPLIED CONCEPTS,	3,250.00						
1	419420	05/15/23 radar	3,250.00			1000 421000	610		101000
		Total for Vendor:	3,250.00						
110601		3260 STORM COMBATIVES	299.00						
1	05/18/23	reg for j. zach	299.00			1000 421000	340		101000
	06154453-0002								
		Total for Vendor:	299.00						
110606		88 STREICHER'S INC	1,064.98						
1	i1633423	05/11/23 less lethal	1,064.98			1000 421000	987		101000
110704		88 STREICHER'S INC	4,032.00						
1	i1635563	05/23/23 less lethal	4,032.00			1000 421000	987		101000
		Total for Vendor:	5,096.98						
110862		176 SUMMIT FIRE PROTECTION	1,575.00						
1	2220374	05/19/23 SS Fire Alarm System update	1,575.00			2060 415200	641		101000
		Total for Vendor:	1,575.00						

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110859		3503 SUTPHEN CORPORATION	47.35								
1	40062321	05/11/23 L-76 Mud Flap	47.35			2060		415200	427		101000
		Total for Vendor:	47.35								
110718		733 SWANSTON EQUIPMENT CORP.	1,243.58								
1	P90887	05/17/23 SEAL BULK	32.56			6025		450000	427		101000
3	P90888	05/17/23 CUTTING EDGES	1,211.02			1000		430001	381		101000
110873		733 SWANSTON EQUIPMENT CORP.	1,508.34								
1	P91168	05/25/23 374 BLOWER FILTER/FEED PIPE/NO	1,508.34			1000		430000	427		101000
110898		733 SWANSTON EQUIPMENT CORP.	245.26								
1	P91104	05/24/23 SHOE SKID	245.26			1000		430001	381		101000
		Total for Vendor:	2,997.18								
110781		2491 TEAM LABORATORY CHEMICAL, LLC	5,608.00								
1	35625	05/16/23 DISINFECTANT	208.00			6025		450000	433		101000
2	35505	05/10/23 ROAD PATCH	5,400.00			1000		430000	722		101000
		Total for Vendor:	5,608.00								
110900		4925 TELUS COMMUNICATIONS US INC	641.00								
1	1050	06/01/23 SA SKYHAWK	200.50			6010		450200	307		101000
2	1017	05/01/23 ST SKYHAWK	120.00*			1000		430000	307		101000
3	1018	05/01/23 SA SKYHAWK	200.50			6010		450200	307		101000
4	1051	06/01/23 ST SKYHAWK	120.00*			1000		430000	307		101000
		Total for Vendor:	641.00								
110724		1156 TESSMAN	570.00								
1	S375554	05/16/23 CEDAR BARK	570.00			2210		428000	358		101000
		Total for Vendor:	570.00								
110788		4902 TG TECHNICAL SERVICES	5,792.10								
1	02058	05/08/23 SA40 GAS MONITORS	5,792.10*			6025		450000	322		101000
		Total for Vendor:	5,792.10								

06/05/23
10:49:00

CITY OF WEST FARGO, ND
Claim Details
For the Accounting Period: 6/23

Page: 33 of 35
Report ID: AP100V

For dates posted from 05/12/23 to 06/05/23
* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
110700 1	05/24/23	1907 THE SHOOTING PARK OF HORACE range rental5-27-2023	400.00 400.00			1000 421000	340		101000
		Total for Vendor:	400.00						
110803 1	05/30/23	1900 THE UPS STORE #5998 3005 PARTS SHIP	76.96 76.96			1000 430000	410		101000
		Total for Vendor:	76.96						
110917 1	5259 10	4927 THOMAS & ASHLEY LISTON UTILITIES M/O ST W M/O	17.52 17.52			6020 214100			101000
		Total for Vendor:	17.52						
110860 1	Mur TN 05/17/23	3524 TRAVIS OLSON Travel Reimbursement-Crr Confe	573.34 573.34			2060 415200	340		101000
		Total for Vendor:	573.34						
110695 1	05/17/23	1237 TRENT STANTON meal reimb	56.00 56.00			1000 421000	340		101000
		Total for Vendor:	56.00						
110802 1		1373 TROY FREADRICH TRAVEL REIMBURSEMENT	108.00 108.00			6010 450200	340		101000
		Total for Vendor:	108.00						
110769 1	702244 05/15/23	665 TWIN CITY GARAGE DOOR BRACKET REPAIR	70.00 70.00			6020 450000	420		101000
		Total for Vendor:	70.00						
110815 1	20411 05/24/23	2314 VANGUARD APPRAISALS, INC License and Service Fees	910.00 910.00			1000 414101	497		101000
		Total for Vendor:	910.00						

06/05/23
10:49:00

CITY OF WEST FARGO, ND
Claim Details
For the Accounting Period: 6/23

Page: 34 of 35
Report ID: AP100V

For dates posted from 05/12/23 to 06/05/23
* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
110628		4240 VERTEX UNMANNED SOLUTIONS LLC	756.00						
1	1979	02/21/23 drone batteries	756.00			1000 421000	641		101000
		Total for Vendor:	756.00						
110913		E 3569 VISA FIRE DEPT 1	3,049.00						
1	CC-1116	05/25/23 D Fuller Registration	649.00			2060 202200			101000
		ICMA MEMBERSHIP RENEWALS		CC Accounting: 2060-		-415200-667			
2	CC-1116	05/15/23 D Fuller Registration	400.00			2060 202200			101000
		EVENTBRITE		CC Accounting: 2060-		-415200-667			
3	CC-1116	05/15/23 K Frost Registration	400.00			2060 202200			101000
		EVENTBRITE		CC Accounting: 2060-		-415200-667			
4	CC-1116	05/15/23 D Sprecher Registration	400.00			2060 202200			101000
		EVENTBRITE		CC Accounting: 2060-		-415200-667			
5	CC-1116	05/15/23 J Carriveau Registration	400.00			2060 202200			101000
		EVENTBRITE		CC Accounting: 2060-		-415200-667			
6	CC-1116	05/15/23 T Clark Registration	400.00			2060 202200			101000
		EVENTBRITE		CC Accounting: 2060-		-415200-667			
7	CC-1116	05/15/23 L Nesvold Registration	400.00			2060 202200			101000
		EVENTBRITE		CC Accounting: 2060-		-415200-667			
		Total for Vendor:	3,049.00						
110722		544 WALLWORK TRUCK CENTER	15,741.92						
1	01P367995	05/04/23 TRANSMISSION	15,810.08*			4387 480000	427		101000
2	01P372605	05/17/23 7045 MODULE/HARDWARE	3,397.80*			4387 480000	427		101000
3	01P373113	05/18/23 407 CARRIER	6,034.52			6010 450200	427		101000
4	01P372663	05/17/23 411 SEAL/BEARING	223.98			6010 450200	427		101000
5	01P371004	05/12/23 CORE RET CREDIT	-7,882.08*			4387 480000	427		101000
6	01P376358	05/30/23 CORE RET CREDIT	-1,842.38			6010 450200	427		101000
110897		544 WALLWORK TRUCK CENTER	566.22						
1	01P372814	05/22/23 7045 BRACKET SENSOR	33.27*			4387 480000	427		101000
2	01P375403	05/25/23 CHERRY BOMB	106.64			1000 455000	433		101000
3	01P375403	05/25/23 BRAKE CHAMBER SEAL	174.30			6010 450200	427		101000
4	01P373411	05/19/23 411 CENTER BEARING/UJOINT	103.73			6010 450200	427		101000
5	01P374829	05/24/23 407 SHK ABS	154.28			6010 450200	427		101000
6	01P376915	05/31/23 CORE CREDIT	-6.00*			4387 480000	427		101000
		Total for Vendor:	16,308.14						

06/05/23
10:49:00

CITY OF WEST FARGO, ND
Claim Details
For the Accounting Period: 6/23

Page: 35 of 35
Report ID: AP100V

For dates posted from 05/12/23 to 06/05/23
* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
110791		648 WEST FARGO AUTO BODY/GLASS	4,327.20						
1	10360 05/18/23	3046 BODY REPAIR	2,295.20*			1000 430000	322		101000
2	10362 05/18/23	3046 BODY REPAIR	2,032.00*			1000 430000	322		101000
		Total for Vendor:	4,327.20						
110742		2184 WEST SIDE STEEL	102.56						
1	6201 05/23/23	3100 SHEET METAL	102.56			1000 430000	427		101000
		Total for Vendor:	102.56						
110729		3549 WEX	2,189.55						
1	06/02/23	MED JUNE 2023	214.58			1000 212530			101000
2	06/02/23	DEP JUNE 2023	1,974.97			1000 212523			101000
		Total for Vendor:	2,189.55						
110822		4127 X-TREME DETAILING	200.00						
1	job 76 05/31/23	#166 interior detail	200.00			1000 421000	427		101000
		Total for Vendor:	200.00						
110674		338 XCEL ENERGY	278.69						
1	825701251 04/27/23	51-0013659139-7	47.56			2310 452120	527		101000
2	826069265 04/27/23	51-0012153042-8	47.00*			1000 430002	391		101000
3	826269924 04/28/23	51-0012153016-6	43.67*			1000 430002	391		101000
4	826061903 04/27/23	51-0012450779-8	96.44*			1000 430002	391		101000
5	829187251 05/19/23	51-0012199556-5	44.02*			6025 450000	351		101000
		Total for Vendor:	278.69						
110768		582 ZEP MANUFACTURING	267.81						
1	9008555924 05/11/23	CLEANING SUPPLIES	267.81*			6020 450000	500		101000
		Total for Vendor:	267.81						
		# of Claims 259	Total: 1355,351.83			# of Vendors 195			
		Total Electronic Claims	273,838.50						
		Total Non-Electronic Claims	1081513.33						



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

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

Full, Legal Name of Gaming Organization

Boys & Girls Club of the Red River Valley

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

Name of Location

Zone Bar

Street

701 Main Avenue East

City

West Fargo

ZIP Code

58078

County

CASS

Beginning Date(s) Authorized

07/01/2023

Ending Date(s) Authorized

06/30/2024

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

1

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

Entire Bar Area Excluding Patio and Restrooms

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

☐ Bingo

☐ Club Special

☐ Sports Pools

☐ **ELECTRONIC** Quick Shot Bingo

☐ Tip Board

☒ Twenty-One

☒ Raffles

☐ Seal Board

☒ Poker

☐ **ELECTRONIC** 50/50 Raffle

☐ Punchboard

☐ Calcuttas

☒ Pull Tab Jar

☐ Prize Board

☐ Paddlewheel with Tickets

☒ Pull Tab Dispensing Device

☐ Prize Board Dispensing Device

☒ Paddlewheel Table **w/o Table**

☒ **ELECTRONIC** Pull Tab Device

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

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

INSTRUCTIONS:

1. City/County - Retain a **copy** of the Site Authorization for your files. **\$100⁰⁰ check #4577**
2. City/County - Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval

RETURN ALL DOCUMENTS TO:

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



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

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

Full, Legal Name of Gaming Organization

METRO SPORTS FOUNDATION

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

Name of Location

DOUBLE TREE

Street

825 E BEATIN DR

City

WEST FARGO

ZIP Code

58078

County

CASS

Beginning Date(s) Authorized

7/12/23

Ending Date(s) Authorized

7/19/23

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

0

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

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

JULY 12-19, 2023

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

☐ Bingo

☐ Club Special

☐ Sports Pools

☐ **ELECTRONIC** Quick Shot Bingo

☐ Tip Board

☐ Twenty-One

☐ Raffles

☐ Seal Board

☒ Poker

☐ **ELECTRONIC** 50/50 Raffle

☐ Punchboard

☐ Calcuttas

☐ Pull Tab Jar

☐ Prize Board

☐ Paddlewheel with Tickets

☐ Pull Tab Dispensing Device

☐ Prize Board Dispensing Device

☐ Paddlewheel Table

☐ **ELECTRONIC** Pull Tab Device

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

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

INSTRUCTIONS:

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3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval

RETURN ALL DOCUMENTS TO:

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



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

G - _____ (_____) _____

Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

West Fargo Baseball, Inc.

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

Name of Location

Jojo's

Street

915 19th Ave E

City

West Fargo

ZIP Code

58078

County

Cass

Beginning Date(s) Authorized

6/1/2023

Ending Date(s) Authorized

6/30/2023

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

0

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

Bar area

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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



Bingo



Club Special



Sports Pools



ELECTRONIC Quick Shot Bingo



Tip Board



Twenty-One



Raffles



Seal Board



Poker



ELECTRONIC 50/50 Raffle



Punchboard



Calcuttas



Pull Tab Jar



Prize Board



Paddlewheel with Tickets



Pull Tab Dispensing Device



Prize Board Dispensing Device



Paddlewheel Table



ELECTRONIC Pull Tab Device

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

\$100.00 credit card
05/16/23



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

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

Full, Legal Name of Gaming Organization

West Fargo Events Inc.

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

Name of Location

Bar Down

Street 3150 Sheyenne St	City West Fargo	ZIP Code 58078	County Cass
Beginning Date(s) Authorized 7/01/2023	Ending Date(s) Authorized 6/30/2024	Number of Twenty-One tables, if zero, enter "0" 2	

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

South west corner of main bar area

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

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

INSTRUCTIONS:

1. City/County - Retain a **copy** of the Site Authorization for your files. *\$1000 check # 10362*
2. City/County - Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval

RETURN ALL DOCUMENTS TO:

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



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

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

Full, Legal Name of Gaming Organization

West Fargo Events Inc.

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

Name of Location

Spicy Pie

Street

745 31st Ave E #110

City

West Fargo

ZIP Code

58078

County

Cass

Beginning Date(s) Authorized

7/01/2023

Ending Date(s) Authorized

6/30/2024

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

0

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

South end of dining area

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

☐

Bingo

☐

Club Special

☐

Sports Pools

☐

ELECTRONIC Quick Shot Bingo

☐

Tip Board

☐

Twenty-One

☐

Raffles

☐

Seal Board

☐

Poker

☐

ELECTRONIC 50/50 Raffle

☐

Punchboard

☐

Calcuttas

☐

Pull Tab Jar

☐

Prize Board

☐

Paddlewheel with Tickets

☐

Pull Tab Dispensing Device

☐

Prize Board Dispensing Device

☐

Paddlewheel Table

☒

ELECTRONIC Pull Tab Device

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

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

INSTRUCTIONS:

1. City/County - Retain a **copy** of the Site Authorization for your files. *\$100⁰⁰ check #10363*
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Office of Attorney General
Licensing Section
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Bismarck, ND 58505-0040
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GAMING SITE AUTHORIZATION
ND OFFICE OF ATTORNEY GENERAL
SFN 17996 (4-2023)

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

Full, Legal Name of Gaming Organization

West Fargo Hockey Association

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

Name of Location

M&J Saloon

Street

817 Main Ave W

City

West Fargo

ZIP Code

58078

County

Cass

Beginning Date(s) Authorized

7-1-23

Ending Date(s) Authorized

6-30-24

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

1

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

Entire bar area excluding the bathrooms. Blackjack is located in the NW corner room

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

☒

Bingo

☐

Club Special

☒

Sports Pools

☐

ELECTRONIC Quick Shot Bingo

☐

Tip Board

☒

Twenty-One

☒

Raffles

☐

Seal Board

☒

Poker

☐

ELECTRONIC 50/50 Raffle

☐

Punchboard

☐

Calcuttas

☒

Pull Tab Jar

☐

Prize Board

☒

Paddlewheel with Tickets

☒

Pull Tab Dispensing Device

☐

Prize Board Dispensing Device

☒

Paddlewheel Table

☒

ELECTRONIC Pull Tab Device

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

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

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



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

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

Full, Legal Name of Gaming Organization

West Fargo Hockey Association

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

Name of Location

Hooligans

Street

509 32nd Ave W

City

West Fargo

ZIP Code

58078

County

Cass

Beginning Date(s) Authorized

7-1-23

Ending Date(s) Authorized

6-30-24

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

1

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

Entire bar, excluding the bathrooms. Blackjack and jar bar is located in the middle of the bar area on the South wall

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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



Bingo



Club Special



Sports Pools



ELECTRONIC Quick Shot Bingo



Tip Board



Twenty-One



Raffles



Seal Board



Poker



ELECTRONIC 50/50 Raffle



Punchboard



Calcuttas



Pull Tab Jar



Prize Board



Paddlewheel with Tickets



Pull Tab Dispensing Device



Prize Board Dispensing Device



Paddlewheel Table



ELECTRONIC Pull Tab Device

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

G - _____ (_____) _____

Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

West Fargo Hockey Association

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

Name of Location

Traditions Restaurant and Bar

Street 333 Sheyenne St #116	City West Fargo	ZIP Code 58078	County Cass
Beginning Date(s) Authorized 7-1-23	Ending Date(s) Authorized 6-30-24	Number of Twenty-One tables, if zero, enter "0" 1	

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

Entire bar, excluding the bathrooms. Blackjack and jar bar is located in the Northwest corner of the bar.

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date

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

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

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

Full, Legal Name of Gaming Organization

West Fargo Hockey Association

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

Name of Location

Pubwest

Street 3140 Bluestem Dr	City West Fargo	ZIP Code 58078	County Cass
Beginning Date(s) Authorized 7-1-23	Ending Date(s) Authorized 6-30-24	Number of Twenty-One tables, if zero, enter "0" 2	

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

Entire bar, excluding the bathrooms. Blackjack and jar bar is located in the Northeast corner of the bar.

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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Attorney General	Date
Signature of City/County Official	Date

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

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

Full, Legal Name of Gaming Organization

West Fargo Hockey Association

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

Name of Location

Blarney Stone Pub

Street

1910 9th St E

City

West Fargo

ZIP Code

58078

County

Cass

Beginning Date(s) Authorized

7-1-23

Ending Date(s) Authorized

6-30-24

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

0

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

Entire bar area, excluding bathrooms

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

☒

Bingo

☐

Club Special

☒

Sports Pools

☐

ELECTRONIC Quick Shot Bingo

☐

Tip Board

☒

Twenty-One

☒

Raffles

☐

Seal Board

☒

Poker

☐

ELECTRONIC 50/50 Raffle

☐

Punchboard

☐

Calcuttas

☒

Pull Tab Jar

☐

Prize Board

☒

Paddlewheel with Tickets

☒

Pull Tab Dispensing Device

☐

Prize Board Dispensing Device

☒

Paddlewheel Table

☒

ELECTRONIC Pull Tab Device

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

G - _____ (_____) _____

Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

West Fargo Hockey Association

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

Name of Location

Rookies Sport Bar & Grill

Street 715 13th Ave E	City West Fargo	ZIP Code 58078	County Cass
Beginning Date(s) Authorized 7-1-23	Ending Date(s) Authorized 6-30-24	Number of Twenty-One tables, if zero, enter "0" 2	

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

Entire bar area, excluding bathrooms. Blackjack and Jar Bar are located in the Southeast corner of bar.

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

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

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



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

Applying for (check one)
☒ Local Permit ☐ Restricted Event Permit*

Games to be Conducted ☐ Raffle by a Political or Legislative District Party

☐ Bingo ☒ Raffle ☐ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker* ☐ Twenty-One* ☐ Paddlewheels*

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

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

Name of Organization or Group of People permit is issued to The American Legion Department of North Dakota	Dates of Activity	If raffle, provide drawing date 11/9/2023	
Organization or Group Contact Person Ronald Matthews	Title or Position Adjutant	Telephone Number 701-293-3120	
Business Address 405 Main Ave W Suite 4A	City West Fargo	State ND	ZIP Code 58078
Mailing Address (if different) PO Box 5057	City West Fargo	State ND	ZIP Code 58078
Site Name (where gaming will be conducted) The American Legion Department of North Dakota Headquarters			
Site Address 405 Main Ave W Suite 4A	City West Fargo	ZIP Code 58078	County Clay

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle/Sweepstake	1st Place - \$2000	\$2000
Raffle/Sweepstake	2nd Place - \$1000	\$1000
Raffle/Sweepstake	3rd and 4th Place - \$200 each	\$200 x 2 = \$400
Raffle/Sweepstake	5th - 10th Place - \$100 each	\$100 x 6 = \$600
Total (limit \$40,000 per year)		\$4000

Intended Uses of Gaming Proceeds
Support the Four Pillars of the American Legion, assisting veterans and legion programs

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)
☐ Yes ☒ No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? (If yes, the organization or group does not qualify for a local permit or restricted event permit)
☐ Yes ☒ No

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? (If yes, indicate the total retail value of all prizes previously awarded)
☒ No ☐ Yes - Total Retail Value: (This amount is part of the total prize limit of \$40,000 per year)

Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be used for political purposes.)
☒ Yes ☐ No

\$2500 check # 36979

Organization or Group Contact Person			
Name Ronald Matthews	Title Adjutant	Telephone Number 701-293-3120	E-mail Address adjutant@ndlegion.org
Signature of Organization or Group's Top Official <i>Ronald Matthews</i>		Title Adjutant	Date 5/11/2023



To: West Fargo City Commission

From: Fire Chief Dan Fuller

Date: May 15th, 2023

Subject: Contract with ND State Fire Marshal

Action: Approve Contract on Consent Agenda

Commission President

Bernie Dardis

Primary Portfolio:
Administration/Finance

Secondary Portfolio:
Street, Water and Sewer

Commission Vice President

Brad Olson

Primary Portfolio:
Street, Water and Sewer

Secondary Portfolio:
Administration/Finance

Commissioner

Roben Anderson

Primary Portfolio:
Planning, Zoning and Engineering

Secondary Portfolio:
Sanitation

Commissioner

Mark Simmons

Primary Portfolio:
Police and Fire

Secondary Portfolio:
Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:
Sanitation

Secondary Portfolio:
Police and Fire

Administration

Dustin Scott, Assistant
City Administrator

Summary and Recommendation:

Within the recent legislative session, the Office of the State Fire Marshal was moved from the Attorney General's Office to the Insurance Department. Currently, Deputy State Fire Marshals are housed with BCI Offices in the different districts. The State Fire Marshal is wanting to move the deputies to fire stations in their districts, mainly to allow access to safety and decontamination services for equipment, but also to build partnerships with the areas they serve. In the new Fire HQ, there is room to accommodate this request with a new office and secured parking for the deputy's truck.

Policy Analysis:

The partnership this will help build with a state agency will help both the state and the city immensely. It will only improve our services in West Fargo, and build upon our already established relationships. The city attorney has reviewed and the state has agreed to our changes in language.

Financial Analysis:

There are no requirements for the department to dedicate funds to the contract, and the state will be renting space at the rate of \$300 per month.

Process/Timeline:

N/A

OFFICE SHARING AGREEMENT

The parties to this office sharing agreement ("Agreement") are the State of North Dakota, acting through its North Dakota Insurance Department on behalf of the State Fire Marshal ("STATE"), and the City of West Fargo, a North Dakota municipal corporation, ("LANDLORD") located at 800 Fourth Ave. E., Ste. 1, West Fargo, ND 58078. STATE and LANDLORD are collectively referred to as the "Parties" herein;

1. SCOPE OF AGREEMENT

LANDLORD, in exchange for the consideration to be paid by the STATE as set forth herein, hereby agrees to provide shared office space situated in the City of West Fargo, County of Cass and State of North Dakota to and for the use of the State Fire Marshal located at the West Fargo Fire Department Headquarters at 1201 10th Ave. East, West Fargo, ND 58078 (the location of which is hereinafter referred to as "Premises"). It is understood by and between the Parties that the office space which is the subject matter of this Agreement is located within a building utilized by the West Fargo Fire Department. The terms of this Agreement reflect such usage.

2. TERM OF AGREEMENT

The term of this Agreement shall be for a period of 24 months, commencing on the 1st day of July 2023 and terminating on the 30th day of June 2025, unless terminated earlier as provided herein. This Agreement does not automatically renew.

3. AGREEMENT EXTENSION AND RENEWAL OPTIONS

The STATE reserves the right to extend the Agreement period for an additional period of time, not to exceed 12 months, beyond the normal expiration date of the Agreement.

STATE may renew this Agreement, with written consent of the LANDLORD, for three successive two-year terms by written notice prior to the expiration of the initial term or any term of renewal. Any renewal or extension will be according to the same terms and conditions of this Agreement.

4. PAYMENTS

STATE will pay rent ("Rent") to the LANDLORD for the use of the Premises described herein the total amount of \$3,600.00 per annum (\$300.00 per month). The payment shall be made in two semi-annual payments, the first being on or before July 31 of each year and the second on or before January 31 of each year and continuing thereafter for the term of this Agreement. Payment shall be made to the City of West Fargo, 800 Fourth Ave. E., Ste. 1, West Fargo, ND 58078 unless the STATE is notified otherwise in writing by LANDLORD. The Premises is currently under construction and unfinished, and the LANDLORD shall pay for, and complete construction, and occupancy must first be approved by the governmental body having jurisdiction, prior to commencement of this Agreement.

5. LANDLORD'S OBLIGATIONS.

During the term of this Agreement, and any extensions or renewals, LANDLORD agrees:

- a. To provide and pay for all water, sewer, heat, electricity, air conditioning, internet access, and all other utility fees, excluding telephone, charged against the Premises.
- b. To allow STATE access to a wash bay on the Premises and utilization thereof.
- c. To provide office furnishings for utilization by the STATE.
- d. To perform all required maintenance, including all janitorial services, which will be done on a daily basis, including furnishing of related supplies.

- e. To perform all maintenance and repairs requested by STATE which are related to use and habitability of the Premises.
- f. To keep the walkways and parking areas of the Premises free of accumulations of snow and ice and to cut and care for the grass, shrubbery, plants, and trees on the Premises.
- g. That LANDLORD shall not permit any activity to be conducted in other portions of the Premises that will materially interfere with STATE's use and enjoyment of the Premises. The Parties acknowledge that the Premises is primarily used as a fire station and administration building.
- e. That STATE may install items which it deems necessary for maximum and optimum utilization of the Premises. STATE may, at any time, remove from the Premises all fixtures and other equipment owned by STATE; provided that the removal must be completed by termination of this Agreement or any renewal or extension. STATE agrees to repair any damages that may be done to the Premises resulting from the removal of the items, if any.
- f. That STATE may place signs and directories upon entrance doors, in hallways leading to its Premises, or doors and walls within the Premises.
- g. To have available free parking for use by STATE, its agents or designees, in the lot provided for use by the West Fargo Fire Department.
- h. To comply at its own expense with all federal, STATE, county, and city laws and ordinances and all lawful rules, regulations, or orders of any duly constituted authority, present or future, affecting the Premises.
- i. To provide to STATE, at no expense to the STATE, reasonable and standard Premises and building security. Any additional, unusual, or unique security required by STATE due to STATE's use of Premises, shall be at the STATE's sole expense. STATE may, at any time, remove from the Premises all security fixtures and other security equipment owned by STATE; provided the removal is completed by termination of this Agreement or any renewal or extension. STATE agrees to repair any damages that may be done to the Premises resulting from the removal of the security items, if any.
- j. To provide access to meeting rooms, communication services and bathroom facilities.
- k. To pay all real estate taxes and special assessments on the Premises during the Term of the Agreement.

6. STATE'S OBLIGATIONS.

For the term of this Agreement, and any renewals or extensions, STATE agrees:

- a. To pay the amounts set forth in this Agreement when due.
- b. To keep the Premises in reasonable condition - the same as at the commencement of the term or as it may be put by the LANDLORD, except for reasonable use and wear, and damage by fire and unavoidable casualty.
- c. Not to make any unlawful, improper, or offensive use of the Premises, and to observe all the laws of the STATE of North Dakota and the ordinances of the City of West Fargo in force from time to time relating to the Premises.
- d. To permit the LANDLORD at all reasonable times to enter and examine the Premises and to make necessary repairs for the protection of the Premises.
- e. To surrender the Premises to LANDLORD at the expiration of the term; and, in default of the payment due or failure to perform its obligations under this Agreement, to surrender the Premises upon demand made by LANDLORD.
- f. To maintain at its own expense and assume responsibility for all office equipment, furniture, and fixtures installed by STATE.

7. TERMINATION OF AGREEMENT

- a. **Termination by Mutual Agreement.** This Agreement may be terminated by mutual consent of both parties, in writing.
- b. **Termination for lack of funding or authority, and in public interest.** The STATE has no obligation under this Agreement for the initial or succeeding terms if the North Dakota Legislature fails to appropriate to STATE sufficient funds to defray the full rental costs. STATE, without any liability, may terminate this Agreement effective upon delivery of written notice to the LANDLORD, or on any later date stated in the notice, under any of the following conditions:
 - (1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow the payment of the rental cost as provided under this Agreement. The Agreement may be modified by agreement of the Parties in writing to accommodate a reduction in funds.
 - (2) If space becomes available within a state-owned government building.
 - (3) If STATE's authority to spend its appropriations is reduced or limited by law, government directive (e.g. by Governor for executive branch agencies or agency heads), or by reductions in federal or other grant funds to a point, STATE, in its sole discretion, deems insufficient to pay the full rental cost for the remainder of the Term of this Agreement.
 - (4) STATE is entering into this Agreement for the purpose of carrying out the public policy of the State of North Dakota, as determined by its Governor, Legislative Assembly, and Courts. If this Agreement ceases to further the public policy of the State of North Dakota, STATE, in its sole discretion, by written notice to the LANDLORD, may terminate this Agreement in whole or in part.
- c. **Termination for cause.** The STATE by written notice to the LANDLORD may terminate the whole or any part of this Agreement:
 - (1) If the LANDLORD fails to comply with any of its obligations under this Agreement, or if STATE determines it must relocate to comply with the Americans With Disabilities Act of 1990 or any rules adopted under the act, or with any other STATE or federal law or rules by providing thirty (30) days' written notice to LANDLORD.
 - (2) If the Premises described herein are destroyed or damaged by fire or the elements to the extent they become untenable, then this Agreement shall immediately terminate, unless the LANDLORD, within twenty (20) days of the happening of the event, gives written notice of intention to restore the building and shall fully restore the Premises within a reasonable time. During the term between destruction and restoration of the Premises payment shall not be due, and if Rent has already been paid, LANDLORD shall refund to STATE all that portion of the prepaid Rent

attributable to the time during which STATE was unable to use the Premises for its intended use.

8. HOLDING OVER

If STATE remains in possession of the Premises after the Agreement expires, and the LANDLORD accepts payment from STATE, the Agreement shall be deemed renewed on a month to month basis with all other terms and conditions of this Agreement remaining in effect until otherwise agreed in writing.

9. MERGER AND MODIFICATION

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.

10. SEVERABILITY

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or unenforceable, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

11. ASSIGNMENT

This Agreement must not be assigned or subleased by STATE without LANDLORD's written consent, unless to another state entity. This Agreement does not terminate if the Premises are sold but continues throughout its entire Term, including any exercised or remaining Renewal Term(s).

12. NOTICE

All notices or other communications required under this Agreement shall be given by registered or certified mail and are complete on the date mailed when addressed to the Parties at the following addresses:

STATE	LANDLORD
Name	Name
Title	Title
Address	Address
City, State, Zip	City, State, Zip

Notice provided under this provision does not meet the notice requirements for monetary claims against the STATE found at N.D.C.C. § 32-12.2-04.

13. APPLICABLE LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Agreement must be adjudicated

exclusively in the state District Court of Burleigh County, North Dakota. The Parties consent to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.

14. ALTERNATIVE DISPUTE RESOLUTION - JURY TRIAL

By entering this Agreement, STATE does not agree to binding arbitration, mediation or any other form of mandatory Alternative Dispute Resolution. The Parties may enforce rights and remedies in judicial proceedings. STATE does not waive any right to a jury trial.

15. NOTICE OF POTENTIAL CLAIMS - PRESERVATION OF EVIDENCE

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

16. INDEMNITY

LANDLORD and STATE each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement.

17. INSURANCE

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

- a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$2,000,000 per occurrence.
- b. Automobile liability, including Owned, Hired, and Non-Owned automobiles, with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence.
- c. Property insurance insuring the full and true value of all LANDLORD's real property and personal property located on or in the building in which the leased premises are located for all losses. LANDLORD waives any right to seek compensation from STATE for any covered losses for which this required insurance is to apply. LANDLORD shall require all other tenants, if applicable, to have property insurance covering the full and true value of all of said tenant(s)' personal property located on or in the building together with a waiver of subrogation.
- d. 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.
- e. Employer's liability or "stop gap" insurance of not less than \$2,000,000 as an endorsement on the workers compensation or commercial general liability insurance.

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

- a. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the LANDLORD. The amount of any deductible or self-retention is subject to approval by the STATE.
- b. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess

- policy follows form for coverage. Less than an "A-" rating must be approved by the STATE. The policies shall be in form and terms approved by the STATE.
- c. The STATE and its agencies, officers, and employees shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, including any excess policies (to the extent applicable), as additional insured. The STATE shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the LANDLORD.
 - d. The insurance required in this agreement, through a policy or endorsement, shall include:
 - 1) "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the STATE;
 - 2) Cross liability/severability of interest for all policies and endorsements;
 - 3) The legal defense provided to the STATE under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the STATE is necessary;
 - e. The LANDLORD shall furnish a certificate of insurance to the undersigned STATE representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.
 - f. Failure to provide insurance as required in this agreement is a material breach of contract entitling the STATE to terminate this agreement immediately.
 - g. LANDLORD shall provide at least 30 days' notice of any cancellation or material change to the policies or endorsements. LANDLORD shall provide on an ongoing basis, current certificates of insurance during the term of the contract. A renewal certificate will be provided 10 days prior to coverage expiration.

18. CONFIDENTIALITY

LANDLORD shall not use or disclose any information it receives from STATE under this Agreement that STATE has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by STATE. STATE shall not disclose any information it receives from LANDLORD that LANDLORD has previously identified as confidential and that STATE determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota public records law, N.D.C.C. ch. 44-04. The duty of STATE and LANDLORD to maintain confidentiality of information under this section continues beyond the Term of this Agreement.

LANDLORD acknowledges STATE possesses substantial amounts of information at the leased Premises that is confidential pursuant to state law. LANDLORD, if it views, comes into possession of, or otherwise becomes knowledgeable of confidential information located at the leased Premises, shall maintain the confidentiality of that information and shall refrain from re-disclosing that information to any third party. LANDLORD shall require, by contract, any agent it retains to fulfill its obligations otherwise set out in this Agreement to similarly maintain the confidentiality of any information it views, comes into possession or of which otherwise becomes knowledgeable. Those indemnity provisions otherwise set out in this Agreement specifically apply to this confidentiality requirement.

19. COMPLIANCE WITH PUBLIC RECORDS LAWS

Under the North Dakota public records law and subject to the Confidentiality clause of this Agreement, certain records may be open to the public upon request. Public records may include: (a) records STATE receives from LANDLORD under this Agreement, (b) records

obtained by either Party under this Agreement, and (c) records generated by either Party under this Agreement. LANDLORD agrees to contact STATE immediately upon receiving a request for information under the public records law and to comply with STATE's instructions on how to respond to such request.

20. STATE AUDIT

Pursuant to N.D.C.C. § 54-10-19, all records, regardless of physical form, and the accounting practices and procedures of LANDLORD relevant to this Agreement are subject to examination by the North Dakota State Auditor, the Auditor's designee, or Federal auditors, if required. LANDLORD shall maintain these records for at least three (3) years following completion of this Agreement and be able to provide them upon reasonable notice. STATE, State Auditor, or Auditor's designee shall provide reasonable notice to LANDLORD prior to conducting examination.

21. COUNTERPARTS

This Agreement may be executed in multiple, identical counterparts, each of which is deemed to be an original, and all of which taken together shall constitute one and the same agreement.

22. EFFECTIVENESS OF AGREEMENT

This Agreement is not binding on STATE until it is reviewed by the Office of Attorney General and approved by the Facility Management Division, Office of Management and Budget, as required in N.D.C.C. § 54-21-24.1. Moreover, this Agreement is not effective until fully executed by both parties.

LANDLORD	STATE OF NORTH DAKOTA
City of West Fargo, North Dakota	Acting through its ND Insurance Department
BY:	BY:
Name:	Name:
Title: City Commission, President	Title: Deputy Commissioner
Date:	Date:
City of West Fargo, North Dakota	
BY:	
Name:	
Title: Assistant City Administrator	
Date:	

APPROVED BY ATTORNEY GENERAL:

BY: _____ DATE: _____

APPROVED BY FACILITY MANAGEMENT:

BY: _____ DATE: _____

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Aaron Nelson
2. PHONE NUMBER: 515-5370 DATE: May 30, 2023
3. AGENDA TITLE:
Brooks Harbor 10th Addition, Approval of Final Plat
4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
Final Plat approval for Brooks Harbor 10th Addition. At their March 7, 2023
meeting, the West Fargo Planning and Zoning Commission voted to recommend
approval of the proposed subdivision replat on the basis it is consistent with City
plans and ordinances.
5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
455 24 AVE W (Lot 1, Block 2, Brooks Harbor First Addition)
6. ACTION BEING REQUESTED FROM CITY COMMISSION:
Approve Subdivision Development Agreement and Final Plat of Brooks Harbor
10th Addition

STAFF REPORT

A23-9 SUBDIVISION	
Brooks Harbor 10 th Addition	
26 th Ave W & Sheyenne St (Lot 1, Block 2, Brooks Harbor 1 st Addition)	
Applicant/Owner: Mike Graham/MM Land Holdings, LLC	Staff Contact: Aaron Nelson
Planning & Zoning Commission Public Hearing:	03-07-2023 – Approval
City Commission:	06-05-2023

PURPOSE:

Replat property into two lots for future commercial development

STATEMENTS OF FACT:

Land Use Classification:	G-2 Sub-Urban – Growth Sector
Existing Land Use:	Vacant
Current Zoning District(s):	C: Light Commercial
Zoning Overlay District(s):	C0: Corridor Overlay
Total area size:	6.1 Acres
Adjacent Zoning Districts:	North – C: Light Commercial South – R2: Limited Multiple Dwelling Residential; C: Light Commercial; R-1SM: Mixed One & Two Dwelling Residential East – A: Agricultural West – R2: Limited Multiple Dwelling Residential
Adjacent street(s):	26 th Avenue W (Collector); Sheyenne St (Arterial); 24 th Avenue W (Local); 5 th Street W (Local)
Adjacent Bike/Pedestrian Facilities:	Shared Use Paths – 26 th Ave W & Sheyenne St Sidewalks – 24 th Ave W & 5 th St W
Available Parks/Trail Facilities:	Not applicable
Park Dedication Requirements:	Not applicable

DISCUSSION AND OBSERVATIONS:

- The proposed subdivision splits one existing lot into two lots and formally dedicates as public right-of-way a narrow strip of land previously purchased by the City for Sheyenne Street infrastructure purposes.
- The plat also establishes a new 40' private drive and utility easement intended to allow a shared access drive and private utility lines along the shared lot line between the two lots.
- At the south end of the private drive and utility easement, a driveway access connection to 26th Avenue W was recently approved by the City Commission, with the condition that either:
 1. the access be right-in/right-out only, controlled by geometric design of a “pork-chop” driveway as approved by the City Engineer; or
 2. the access be contingent upon right-of-way modifications to 26th Avenue W that are necessary, as determined by the City Engineer, to mitigate the concerns outlined in this staff report.

STAFF REPORT

- The property is currently within the C (Light Commercial) and CO (Corridor Overlay) zoning districts. The applicant is proposing a convenience store/gas station on lot 2 with future retail/commercial on Lot 1, which is consistent with the existing zoning of the property.
- A subdivision development agreement will be needed to detail and memorialize the details associated with the design of the 26th Ave W access point, the long-term funding and maintenance of the private drive, and other unique development details.

NOTICES:

Sent to:	Legal notices published in the Forum and notices sent to applicable agencies and departments.
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Comments Received in relation to preliminary plat:

- No comments received to date

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

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

PLANNING & ZONING RECOMMENDATION:

At their March 7, 2023 meeting, the West Fargo Planning and Zoning Commission voted to recommend approval of the proposed subdivision on the basis that it is consistent with City plans and ordinances with recommended condition of approval as follows:

1. The developer provides a Subdivision Development Agreement prior to Final Plat approval.

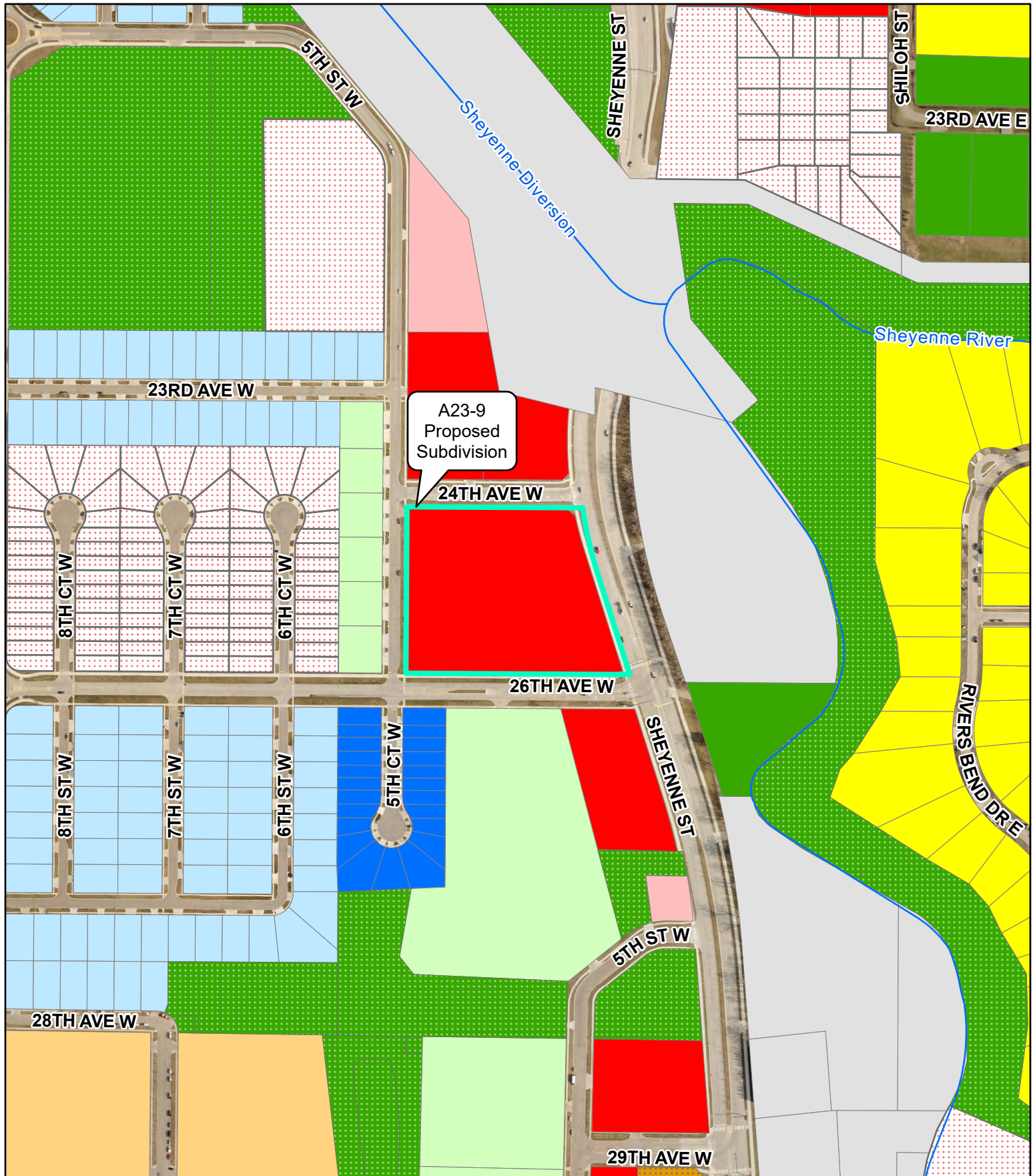
RECOMMENDATIONS:

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

Attachments:

- Aerial map
- Zoning map
- Subdivision Plat
- Subdivision Development Agreement



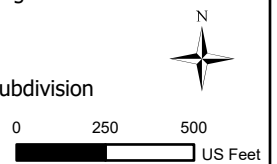


West Fargo Zoning

- A: Agricultural
- C: Light Commercial
- C-OP: Commercial Office Park
- DMU: Downtown Mixed Use
- EMU: Entertainment Mixed Use
- HC: Heavy Commercial

- LI: Light Industrial
- M: Heavy Industrial
- P: Public
- PUD: Planned Unit Development
- R-L1A: Large Lot Single Family Dwelling
- R-1A: Single Family Dwelling
- R-1: One and Two Family Dwelling

- R-1SM: Mixed One and Two Family Dwelling
- R-2: Limited Multiple Dwelling
- R-3: Multiple Dwelling
- R-4: Mobile Home
- R-5: Manufactured Home Subdivision
- R-1E: Rural Estate
- R-R: Rural Residential



BROOKS HARBOR TENTH ADDITION

TO THE CITY OF WEST FARGO, A REPLAT OF LOT 1, BLOCK 2, BROOKS HARBOR FIRST ADDITION

TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA

CERTIFICATE

AARON SKATTUM, BEING DULY SWORN, DEPOSES AND SAYS THAT HE IS THE REGISTERED LAND SURVEYOR WHO PREPARED AND MADE THE ATTACHED PLAT OF "BROOKS HARBOR TENTH ADDITION" TO THE CITY OF WEST FARGO, A REPLAT OF LOT 1, BLOCK 2 OF BROOKS HARBOR FIRST ADDITION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY; THAT ALL DISTANCES ARE CORRECTLY SHOWN ON SAID PLAT; THAT MONUMENTS HAVE BEEN PLACED IN THE GROUND AS INDICATED FOR THE GUIDANCE OF FUTURE SURVEYS AND THAT SAID ADDITION IS DESCRIBED AS FOLLOWS:

ALL OF LOT 1, BLOCK 2 OF BROOKS HARBOR FIRST ADDITION TO THE CITY OF WEST FARGO, NORTH DAKOTA, ACCORDING TO THE RECORDED PLAT THEREOF.

SAID TRACT CONTAINS 6.31 ACRES AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD, IF ANY.



AARON SKATTUM
REGISTERED LAND SURVEYOR
REG. NO. LS-6153

STATE OF NORTH DAKOTA
COUNTY OF CASS

ON THIS _____ DAY OF _____, 2023, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED AARON SKATTUM, REGISTERED LAND SURVEYOR, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

DEDICATION

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND DESCRIBED IN THE PLAT OF "BROOKS HARBOR TENTH ADDITION" TO THE CITY OF WEST FARGO, A REPLAT OF LOT 1, BLOCK 2 OF BROOKS HARBOR FIRST ADDITION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA; THAT WE HAVE CAUSED IT TO BE PLATTED INTO LOTS AND BLOCKS AS SHOWN BY SAID PLAT AND CERTIFICATE OF AARON SKATTUM, REGISTERED LAND SURVEYOR, AND THAT THE DESCRIPTION AS SHOWN IN THE CERTIFICATE OF THE REGISTERED LAND SURVEYOR IS CORRECT. WE HEREBY DEDICATE SHEYENNE STREET AS SHOWN HEREON TO THE USE OF THE PUBLIC, THE PRIVATE DRIVE AND UTILITY EASEMENT AS SHOWN HEREON TO THE BENEFIT OF THE UNDERLYING PROPERTY OWNERS, AND THE SEWER FORCEMAIN EASEMENT AS SHOWN HEREON TO THE BENEFIT OF THE CITY OF WEST FARGO.

OWNER: LOT 1, BLOCK 1
MM LAND HOLDINGS, LLC, A NORTH DAKOTA LIMITED LIABILITY COMPANY

MIKE GRAHAM, MEMBER

STATE OF NORTH DAKOTA
COUNTY OF CASS

ON THIS _____ DAY OF _____, 2023, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED MIKE GRAHAM, KNOWN TO ME TO BE A MEMBER OF MM LAND HOLDINGS, LLC THAT DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE NAME OF MM LAND HOLDINGS, LLC, A NORTH DAKOTA LIMITED LIABILITY COMPANY.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

OWNER: LOT 2, BLOCK 1
FARMERS UNION OIL COMPANY OF MOORHEAD, MINNESOTA, A MINNESOTA COOPERATIVE

DALE FISCHER, BOARD PRESIDENT

STATE OF
COUNTY OF

ON THIS _____ DAY OF _____, 2023, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DALE FISCHER, KNOWN TO ME TO BE THE BOARD PRESIDENT OF FARMERS UNION OIL COMPANY OF MOORHEAD, MINNESOTA THAT IS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE NAME OF FARMERS UNION OIL COMPANY OF MOORHEAD, MINNESOTA, A MINNESOTA COOPERATIVE.

NOTARY PUBLIC

OWNER: CITY OF WEST FARGO
(DEDICATED SHEYENNE STREET RIGHT-OF-WAY)

BERNIE L. DARDIS
PRESIDENT, WEST FARGO CITY COMMISSION

DUSTIN SCOTT, DEPUTY CITY AUDITOR

STATE OF NORTH DAKOTA
COUNTY OF CASS

ON THIS _____ DAY OF _____, 2023, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BERNIE L. DARDIS, PRESIDENT OF THE WEST FARGO CITY COMMISSION, AND DUSTIN SCOTT, DEPUTY CITY AUDITOR, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THE NAME OF THE CITY OF WEST FARGO.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

WEST FARGO PLANNING COMMISSION APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 2023.

JOSEPH F. KOLB, CHAIRMAN

STATE OF NORTH DAKOTA
COUNTY OF CASS

ON THIS _____ DAY OF _____, 2023, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JOSEPH F. KOLB, CHAIRMAN OF THE WEST FARGO PLANNING COMMISSION, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE NAME OF THE WEST FARGO PLANNING COMMISSION.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

WEST FARGO CITY COMMISSION APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 2023.

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

DUSTIN SCOTT, DEPUTY CITY AUDITOR

STATE OF NORTH DAKOTA
COUNTY OF CASS

ON THIS _____ DAY OF _____, 2023, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BERNIE L. DARDIS, PRESIDENT OF THE WEST FARGO CITY COMMISSION, AND DUSTIN SCOTT, DEPUTY CITY AUDITOR, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THE NAME OF THE CITY OF WEST FARGO.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

WEST FARGO CITY ATTORNEY APPROVAL

I HEREBY CERTIFY THAT PROPER EVIDENCE OF TITLE HAS BEEN EXAMINED BY ME AND I APPROVE THE PLAT AS TO FORM AND EXECUTION THIS _____ DAY OF _____, 2023.

JOHN T. SHOCKLEY, CITY ATTORNEY

STATE OF NORTH DAKOTA
COUNTY OF CASS

ON THIS _____ DAY OF _____, 2023, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JOHN T. SHOCKLEY, CITY ATTORNEY, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS THE CITY ATTORNEY.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

CITY ENGINEER'S APPROVAL

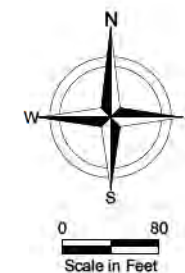
THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED
THIS _____ DAY OF _____, 2023.

DANIEL R. HANSON, CITY ENGINEER

STATE OF NORTH DAKOTA
COUNTY OF CASS

ON THIS _____ DAY OF _____, 2023, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DANIEL R. HANSON, CITY ENGINEER, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS CITY ENGINEER.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA



LEGEND

- IRON MONUMENT FOUND
- SET 5/8"x18" REBAR WITH BLUE PLASTIC CAP #6153
- (364.17') RECORD DISTANCE
- L ARC LENGTH
- R RADIUS LENGTH
- Δ CENTRAL ANGLE
- CH CHORD LENGTH
- CH. BRG. CHORD BEARING
- (171.279) LOT AREA IN SQUARE FEET
- ACCESS CONTROL

NOTES:

- THE 4' ACCESS CONTROL OPENING SHOWN ALONG 26TH AVENUE WAS APPROVED WITH CONDITIONS AT THE WEST FARGO CITY COMMISSION MEETING ON FEBRUARY 6, 2023.

OTHER EASEMENTS OF RECORD:

- RIGHT-OF-WAY EASEMENT GRANTED TO CASS RURAL WATER USERS, INC., RECORDED AS DOCUMENT NO. 956930.

PRELIMINARY
2023-04-27



SUBDIVISION DEVELOPMENT AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 2023, (the “Effective Date”) by and between the City of West Fargo, North Dakota (the “City”) and MM Land Holdings, LLC (“MM Land”) & Farmers Union Oil Company of Moorhead, Minnesota (“Farmers Union”) (collectively the “Developers”).

WHEREAS, MM Land is the current legal and equitable owner of Lot 1, Block 1, of the proposed plat of Brooks Harbor 10th Addition and Farmers Union is the current legal and equitable owner of Lot 2, Block 1, of the proposed plat of Brooks Harbor 10th Addition (collectively the “Property”); and

WHEREAS, the City is considering for approval the plat of Brooks Harbor 10th Addition; and

WHEREAS, the Developers and the City desire to set out in writing certain terms and conditions of plat and development approval and responsibilities of the parties to this Agreement; and

WHEREAS, the Developers desire to construct and maintain a private drive to be utilized by the general public; and

WHEREAS, the City desires to ensure the proposed private drive is constructed and maintained in a state of good repair in perpetuity; and

WHEREAS, Sheyenne Street and 26th Avenue West are controlled access streets, and the Board of City Commissioners of the City of West Fargo approved a driveway access on 26th Avenue West, with conditions, at their regular meeting of February 6, 2023.

NOW THEREFORE, it is agreed between the parties as follows:

I. PARTIES

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

2. MM Land is a legally recognized North Dakota limited liability company or corporation, with the authority to own and develop land. Farmers Union is a legally recognized Minnesota cooperation with the authority to own and develop land. The Developers are the legal and equitable owners of the Property. The individuals signing this Agreement represent and hereby certify they are expressly authorized to execute this Agreement on behalf of the Developers.

II. JURISDICTION

1. The Developers agree to submit to the authority of the City of West Fargo. The Developers agree and acknowledge that they and/or their successors and assigns, as applicable, must receive approval from the City of West Fargo for any proposed other or further platting and zoning, and for any building permits and any other permit required by the City with respect to the Property other than the Entitlements.

2. Developers agree and acknowledge that it and/or their successors and assigns, as applicable, must comply with all Federal, State and County statutes, rules and regulations regarding the development of the Property.

3. Developers and/or its successors and assigns, as applicable, are the “responsible parties” for compliance with all Federal and State environmental statutes, rules and regulations including storm water runoff regulations.

4. This Agreement only covers the plat of Brooks Harbor 10th Addition. The Developers acknowledge that if they wish to plat the Property differently, or if Developers wish to replat the Property, it shall enter into a signed Subdivision Agreement with the City in conjunction therewith and in all events prior to commencing construction of any so-affected areas.

5. Developers have submitted a final plat of Brooks Harbor 10th Addition, which will be considered by the City Commission on _____, 2023. Developers agree to comply with all provisions of City zoning and subdivision ordinances.

III. IMPROVEMENTS

1. Developers intend to establish a Developer-financed and installed private drive internal to the Property for purposes of internal circulation for the benefit of the Developers (and subsequent owners). For purposes of this subsection, the private drive refers to the area within the 40’ Private Drive & Utility Easement established on the plat of Brooks Harbor 10th Addition (the “Private Drive”), and does not include private parking or business areas outside of this easement. In regards to the Private Drive, the Developers agree to the following:

a. Developers grant unrestricted public access to the Private Drive for public driving use, including car, truck and equipment traffic permitted on public roads and

highways in the same manner, volume and scope as is allowed under the laws, rules and regulation of the State of North Dakota and the United States.

b. There shall not be a gate, restricted access, or any other obstructive barrier preventing public access to the Private Drive.

c. Developers grant to the City the unrestricted, non-exclusive right to utilize the Private Drive as a detour route during public improvement projects adjacent to the Property.

d. The Private Drive shall connect to 24th Ave W and 26th Ave W.

e. At the time of development, the Private Drive shall be paved with a pavement section representative of city engineering standards for similar use roadways.

f. The Private Drive paving shall be maintained in good repair.

g. In the event that the City determines the Private Drive paving is in need of repair, the City will give notice to the Developers of such defects and the Developers within one-hundred and twenty (120) days shall commence to repair, rebuild or replace the Private Drive paving in accordance with the notice given by the City.

h. The Developers shall pay all costs relating to installation and maintenance of paving the Private Drive, including but not limited to construction costs, pothole repair, snow removal, drainage, spot repair, reconstruction, permit fees, taxes, and any other fees associated with construction and maintenance of the paving of the Private Drive.

i. The Developers agree that should the Developers, their successors or assigns fail to maintain the Private Drive paving, the City has the right to take necessary action to maintain said paving, and to charge the Developers for the costs and

fees incurred by the City in taking such action. Such costs and fees shall be assessed to the Property's property taxes.

2. As approved by the West Fargo Board of City Commissioners at their regular meeting of February 6, 2023, the Private Drive may connect to 26th Avenue West only under one of the following two conditions:

- a. the access be right-in/right-out only, controlled by geometric design of a "pork-chop" driveway as approved by the City Engineer; or
- b. the access be contingent upon right-of-way modifications to 26th Avenue W that are necessary, as determined by the City Engineer, to mitigate any safety and traffic concerns.

3. The Developers agree to comply with the City's storm water regulations. All components of the subdivision storm water system shall be designed in accordance with City standards and as approved by the City Engineer.

4. The City owns and maintains existing sewer and water mains within City easements along the east side of Lot 2, Block 1, of the proposed Brooks Harbor 10th Addition, which will continue to be owned and maintained by the City.

5. Aside from the existing City sewer and water mains noted above, sewer and water mains and services within the Property are to be privately installed and maintained by the Developers. The private infrastructure will be able to connect to public water and sewer utility services located within adjacent public right-of-way.

6. The Developer shall pay all costs relating to installation and maintenance of the private utilities, including but not limited to construction costs, repair, reconstruction, permit fees, taxes, and any other fees associated with construction and maintenance of the private utilities.

IV. GENERAL MATTERS

1. The Developers are responsible for filing any restrictive covenants for the development.

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

3. In addition to releasing and holding the City, its officers and employees harmless from any and all claims, liability, loss, costs, damages, expenses, actions, or judgments arising out of or related to the construction and installation of Public Improvements, the Developers agree to indemnify and defend the City, its officers and employees from any and all claims, liability, loss, costs, damages, expenses, actions, or judgments brought against the City relating to or arising out of the Developers' or their employees' and agents' construction and installation of the Public Improvements. Said indemnification shall include, *inter alia*, attorney's fees, damages, whether punitive, economic or compensatory, and costs and disbursements. However, this paragraph shall not apply to suits against the City arising out of its negligence or intentional acts, or those of its employees, agents or designees. The Developers specifically agree and acknowledge that this indemnification provision shall survive until six (6) years after the sale of the final lot.

4. Upon the occurrence of any non-performance of the Developers' obligations under this Agreement, which has not been cured within thirty (30) days after notice to the Developers, the City may take any one or more of the following remedial steps: (a) terminate this Agreement;

(b) suspend the City's performance under this Agreement until it receives assurances from the Developers satisfactory to the City that the Developers will cure such event of default and perform its obligations under this Agreement; (c) take any other action deemed necessary or desirable by the City including any legal or administrative proceedings for the collection of any amounts due hereunder or the enforcement of any covenant, agreement or obligation on the Developers including, inter alia, withholding approval of any plats or building permits for structures or buildings on the Property.

5. The failure of the City to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance by the Developers of any of the provisions hereof, shall in no way be construed a waiver of such provisions, nor in any way to affect the validity of this Agreement or any part thereof, or the right of the City to thereafter enforce each and every such provision.

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

7. For all notices required to be given to the Developers pursuant to this Agreement, the City Auditor shall mail the notice by ordinary mail to the City and the Developers at the following addresses:

If to the Developers:

MM Land Holdings, LLC
3259 Oak Ridge Loop East
West Fargo, ND

Farmers Union Oil Company of Moorhead Minnesota

1772 Main Avenue West

West Fargo, ND 58078

If to the City:

City of West Fargo Attn: City Administrator

800 4th Avenue East, Suite 1

West Fargo, ND 58078

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

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

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

11. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is

held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns, and no party under this Agreement can assign its interest in the Agreement to any other person or entity without the written consent of all other parties.

13. This Agreement shall be recorded.

14. This Agreement shall be controlled by the laws of the State of North Dakota, and any action brought as a result of any claim, demand or cause of action arising under the terms of this Agreement shall be brought in an appropriate venue in the State of North Dakota.

15. This Agreement may be executed in counterparts with the City and the Developers having a fully-executed counterpart.

Dated this ____ day of _____, 2023.

CITY OF WEST FARGO

BY: _____
Its: Mayor

BY: _____
Its: Interim City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Bernie Dardis and Dustin Scott, known to me to be the persons who are described in and who executed the above and foregoing document and acknowledged to me that they executed the same.

[SEAL]

Notary Public

DEVELOPERS:

MM Land Holdings, LLC



By: Mike Graham

Its: Member

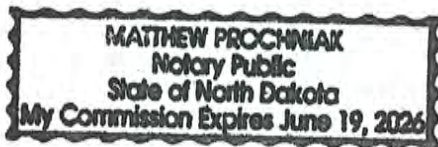
STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 25TH day of May, 2023, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Mike Graham, known to me to be a Member of MM Land Holdings, LLC, the person who is described in and who executed the above and foregoing document and acknowledged to me that they executed the same on behalf of MM Land Holdings, LLC.

[SEAL]



Notary Public



Farmers Union Oil Company of Moorhead, Minnesota

Dale Fischer

By: Dale Fischer

Its: Board President

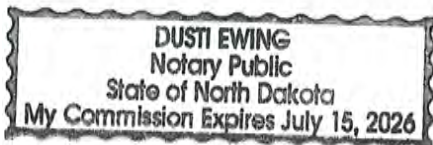
STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 12th day of may, 2023, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Dale Fischer, known to me to be the Board President of Farmers Union Oil Company of Moorhead, Minnesota, the person who is described in and who executed the above and foregoing document and acknowledged to me that they executed the same on behalf of Farmers Union Oil Company of Moorhead, Minnesota.

[SEAL]

Dusti Ewing

Notary Public



ORDINANCE NO. 1224

AN ORDINANCE TO AMEND AND REENACT SECTION 5-0101, AND TO REPEAL AND REENACT SECTION 5-0102 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO RELATING TO INTERNATIONAL BUILDING CODE.

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

SECTION 1. Section 5-0101 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

5-0101. ADOPTION OF INTERNATIONAL BUILDING CODE. The erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area, and maintenance of buildings or structures in the City of West Fargo, North Dakota, shall meet with the provisions of the rules and regulations of the ~~2018~~ 2021 edition of the International Building Code, of the International Code Council as the same are now established in said code, a copy of which is on file in the office of the building inspector for the City of West Fargo, with the exception of the sections hereinafter set forth affecting local conditions in the City of West Fargo, which sections shall be substituted for and in lieu of like sections or paragraphs in said International Building Code; and the Board of City Commissioners of said City of West Fargo, by this section hereby approves and adopts such rules and regulations, as so modified, for use and application in the City of West Fargo, North Dakota, as well as for any area within the extraterritorial zoning jurisdiction of the City. Provided, that any amendments of the ~~2018~~ 2021 edition of the International Building Code may be adopted by the City by resolution.

SECTION 2. Section 5-0102 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby repealed in its entirety and replaced and reenacted to read as follows:

5-0102. MODIFICATION OF INTERNATIONAL BUILDING CODE. The International Building Code as adopted in Section 5-0101 is hereby changed and amended as follows:

SECTION 101.1 is hereby amended to read as follows:

[A] 101.1 Title. These regulations shall be known as the *Building Code* of City of West Fargo, hereinafter referred to as “this code.”

SECTION 101.4.3 is hereby amended to read as follows:

[A] 101.4.3 Plumbing. The provisions of the 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 North Dakota State Plumbing Code shall apply to private sewage disposal systems.

SECTION 103.1 is hereby amended to read as follows:

[A] 103.1 Creation of enforcement agency. The Inspections Department is hereby created and the official in charge thereof shall be known as the building official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

SECTION 104.2.1 is hereby deleted in its entirety.

SECTION 104.8 is hereby amended to read as follows:

[A] 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 official duties. Any suit instituted against an officer or employee because of an act or omission performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be afforded all the protection provided by the city's insurance pool and immunities and defenses provide by other applicable state and federal laws and shall be defended by legal representatives of the jurisdiction until the final termination of the proceedings. The *building official* or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

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

SECTION 104.8.1 is hereby amended to read as follows:

[A]104.8.1 Legal defense. Any suit or criminal complaint instituted against an officer or employee because of an act or omission performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be afforded all the immunities and defenses provided by other 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.

SECTION 104.10.1 is hereby deleted in its entirety.

SECTION 105.2 is hereby amended to read as follows:

[A] 105.2 Work exempt from permit. Exemptions ...

Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area is not greater than 120 square feet (11 m2).
2. Fences not over 8.5 feet (2591 mm) high.
3. Oil derricks. ...
6. Sidewalks and driveways. ...
11. Swings and other playground equipment.

12. Window awnings.

13. Non-fixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

14. Reroofing.

SECTION 107.2.6.1 is hereby deleted in its entirety.

SECTION 107.3.1 is hereby amended to read as follows:

[A] 107.3.1 Approval of construction documents. When the *building official* issues a *permit*, the *construction documents* shall be *approved*, in writing or by stamp, as “Reviewed for Code Compliance.” One set of *construction documents* so reviewed shall be retained by the *building official*

SECTION 109.2 is hereby amended to read as follows:

[A] 109.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or *alterations* requiring a *permit*, a fee for each *permit and plan* review shall be paid as required, in accordance with the schedule as established by the Board of City Commissioners. The plan review fees specified in this subsection are separate from, and in addition to, permit fees. When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in Section 107.3.4.1, an additional plan review fee shall be charged in an amount not to exceed 50% of the building permit fee established in Section 109.2.

SECTION 110.3.3 is hereby deleted in its entirety.

SECTION 110.3.12.1 is hereby deleted in its entirety.

SECTION 113 is hereby deleted in its entirety.

SECTION 201.3 is hereby amended to read as follows:

201.3 Terms defined in other codes. Where terms are not defined in this code such terms shall have meanings ascribed to them as in other code publications of the International Code Council. Whenever electrical or plumbing codes are referenced by the International Code Council (ICC) in the International Building Code, International Residential Code, International Mechanical Code, International Fuel Gas Code, International Energy Conservation Code, International Existing Building Code, it shall mean the most recent versions of the National Electrical Code and the North Dakota State Wiring Standards adopted by the North Dakota State Electrical Board and the most recent versions of the Uniform Plumbing Code and the Laws, Rules and Plumbing Installation Standards of North Dakota adopted by the North Dakota State Plumbing Board.

SECTION 305.2 is hereby amended to read as follows:

305.2 Group E, day care facilities. This group includes buildings and structures or portions thereof occupied by more than twelve children older than 21/2 years of age who receive educational, supervision or *personal care services* for fewer than 24 hours per day.

SECTION 305.2.2 is hereby amended to read as follows:

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

SECTION 305.2.3 is hereby amended to read as follows:

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

SECTION 308.5 is hereby amended to read as follows:

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

Adult day care
Child day care

SECTION 308.5.1 is hereby amended to read as follows:

308.5.1 Classification as Group E. A child day care facility that provides care for more than twelve but not more than 100 children 21/2 years or less of age, where the rooms in which the children are cared for are located on a *level of exit discharge* serving such rooms and each of these child care rooms has an *exit* door directly to the exterior, shall be classified as Group E.

SECTION 308.5.3 is hereby amended to read as follows:

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

SECTION 308.5.4 is hereby amended to read as follows:

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

SECTION 406.3.2.1 is hereby amended to read as follows:

406.3.2.1 Dwelling unit separation. The private garage shall be separated from the *dwelling unit* and its *attic* area by means of gypsum board, not less than 1/2 inch (12.7 mm) in thickness, applied to the garage side. Garages beneath habitable rooms shall be separated from all habitable rooms above by not less than a 5/8-inch (15.9 mm) Type X gypsum board or equivalent and 1/2-inch (12.7 mm) gypsum board applied to structures supporting the separation from habitable rooms above the garage. Door openings between a private garage and the *dwelling unit* shall be equipped with either solid wood doors or solid or honeycomb core steel doors not less than 13/8 inches (34.9 mm) in thickness, or doors in compliance with Section 716.5.3 with a fire protection rating of not less than 20 minutes.

SECTION 706.6 is hereby amended to read as follows:

706.6 Vertical continuity. *Fire walls* shall extend from the foundation to a termination point not less than 30 inches (762 mm) above both adjacent roofs.

Exceptions:

1. Stepped buildings in accordance with Section 706.6.1.
2. Two-hour ...
6. Buildings with sloped roofs in accordance with Section 706.6.2.
7. Fire walls installed within detached structures of Group U or Group S-2 occupancies may terminate at the underside of the roof sheathing provided such walls are not required to be fire-resistive construction due to proximity to the property lines.

SECTION 802.4 is hereby deleted in its entirety.

SECTION 903.3.1.1 is hereby amended to read as follows:

[F] 903.3.1.1 NFPA 13 sprinkler systems. Where the provisions of this code require that a building or portion thereof be equipped throughout with an *automatic sprinkler system* in accordance with this section, sprinklers shall be installed throughout in accordance with NFPA 13 except as provided in Sections 903.3.1.1.1 and 903.3.1.1.2. Sprinkler heads in unoccupied mall tenant spaces may be installed at ceiling height if allowed by the code official. Permission will be granted on an individual basis. Combustible storage shall not be allowed in these unoccupied tenant spaces if sprinkler heads are installed at the ceiling height. Signage shall be provided where required.

SECTION 905.1 is hereby amended to read as follows:

[F] 905.1 General. Standpipe systems shall be provided in new buildings and structures in accordance with Sections 905.2 through 905.10. In buildings used for high-piled combustible storage, fire protection shall be in accordance with the *International Fire Code*.

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

SECTION 907.2.3 is hereby amended to read as follows:

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

SECTION 907.2.11.1 is hereby amended to read as follows:

[F] 907.2.11.2 Group R-1. Single- or multiple-station smoke alarms shall be installed in all of the following locations in Group R-1:

1. In sleeping areas.
2. In every room in the path of the *means of egress* from the sleeping area to the door leading from the *sleeping unit*.
3. In each *story* within the *sleeping unit*, including basements. For *sleeping 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.
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 read as follows:

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

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
2. In each room used for sleeping purposes.
3. In each *story* within a *dwelling unit*, including basements but not including crawl spaces and uninhabitable *attics*. In *dwelling*s 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.

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 1003.3.1 is hereby amended to read as follows:

1003.3.1 Headroom. Protruding objects are permitted to extend below the minimum ceiling height required by Section 1003.2 where a minimum headroom of 80 inches (2032 mm) is provided over any circulation paths, including walks, *corridors*, *aisles* and passageways. Not more than 50 percent of the ceiling area of a *means of egress* shall be reduced in height by protruding objects.

Exception: Door closers and stops shall not reduce headroom to less than 78 inches (1981 mm).

An approved barrier shall be provided where the vertical clearance above a *circulation path* is less than 80 inches (2032 mm) high above the finished floor. A portion of such a barrier shall be located 27 inches (686 mm) maximum above the finished floor.

SECTION 1011.1 is hereby amended to read as follows:

1011.1 General. *Stairways* serving occupied portions of a building shall comply with the requirements of Sections 1011.2 through 1011.13. *Alternating tread devices* shall comply with Section 1011.14. *Ships ladders* shall comply with Section 1011.15. *Ladders* shall comply with Section 1011.16.

Exceptions:

1. Within rooms or spaces used for assembly purposes, stepped aisles shall comply with Section 1029.
2. Stairways used only to attend equipment or private stairways serving an occupant load of 10 or fewer persons and which are not accessible to the public need not to comply with Sections 1011.2 through 1011.13.

SECTION 1011.2 is hereby amended to read as follows:

1011.2 Width and capacity. The required capacity of *stairways* shall be determined as specified in Section 1005.1, but the minimum width shall be not less than 44 inches (1118 mm). See Section 1009.3 for accessible *means of egress stairways*.

Exceptions:

1. *Stairways* serving an *occupant load* of less than 50 shall have a width of not less than 36 inches (914 mm).
2. *Spiral stairways* as provided for in Section 1011.10.
3. Where an incline platform lift or stairway chairlift is installed on *stairways* serving occupancies in Group R-3, or within *dwelling units* in occupancies in Group R-2, a clear passage width not less than 20 inches (508 mm) shall be

provided. Where the seat and platform can be folded when not in use, the distance shall be measured from the folded position.

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

SECTION 1011.5.2 is hereby amended to read as follows:

1011.5.2 Riser height and tread depth. *Stair riser ...*

... treads at the intersections with the walk line and a minimum tread depth of 10 inches (254 mm) within the clear width of the *stair*.

Exceptions:

1. *Spiral stairways ...*

3. In Group R-3 occupancies; within *dwelling units* in Group R-2 occupancies; and in Group U occupancies that are accessory to a Group R-3 occupancy or accessory to individual *dwelling units* in Group R-2 occupancies; the maximum riser height shall be 8 inches (203 mm); the minimum tread depth shall be 9 inches (229 mm); the minimum winder tread depth at the walkline shall be 10 inches (254 mm); and the minimum *winder* tread depth shall be 6 inches (152 mm). A *nosing* projection not less than $\frac{3}{4}$ inch (19.1 mm) but not more than $1\frac{1}{4}$ inches (32 mm) shall be provided on *stairways* with solid risers where the tread depth is less than 11 inches (279 mm). ...

5. In Group I-3 facilities, *stairways* providing access to guard towers, observation stations and control rooms, not more than 250 square feet (23 m²) in area, shall be permitted to have a maximum riser height of 8 inches (203 mm) and a minimum tread depth of 9 inches (229 mm).

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

SECTION 1011.11 is hereby amended to read as follows:

1011.11 Handrails. *Stairways* shall have *handrails* on each side and shall comply with Section 1014. Where glass is used to provide the *handrail*, the *handrail* shall comply with Section 2407.

Exceptions:

1. *Stairways* within ...

6. Stairways used only to attend equipment or private stairways serving an occupant load of 10 or fewer persons and which are not accessible to the public. Handrail is required on one side.

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

SECTION 1015.2 is hereby amended to read as follows:

1015.2 Where required. *Guards* shall be located along open-sided walking surfaces, including *mezzanines, equipment platforms, aisles, stairs, ramps* and landings that are located more than 30 inches (762 mm) above the floor or grade below or if within 36 inches (914 mm) horizontally to the edge of the open side the vertical measurement to the floor or grade below is greater than 48 inches. *Guards* shall be adequate in strength and attachment in accordance with Section 1607.9.

SECTION 1104.4 is hereby amended to read as follows:

1104.4 Multistory buildings and facilities. At least one *accessible route* shall connect each *accessible story* and *mezzanine* in multilevel buildings and *facilities*.

Exceptions:

1. An *accessible route* is not required to *stories, basements, mezzanines* and occupied roofs that have an area of not more than 3,000 square feet (278.7 m²), or are in a building 2 stories or less above the grade plane and are located above or below accessible levels. This exception shall not apply to:

1.1. Multiple tenant facilities of Group M occupancies ...

SECTION 1202.1 is hereby amended to read as follows:

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

Ambulatory care facilities and Group I-2 occupancies shall be ventilated by mechanical means in accordance with Section 407 of the *International Mechanical Code*.

SECTION 1202.4.4 is hereby deleted in its entirety.

SECTION 1206 is hereby deleted in its entirety.

SECTION 1402.6 is hereby deleted in its entirety.

SECTION 1402.7 is hereby deleted in its entirety.

SECTION 1601.1 is hereby amended to read as follows:

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

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

SECTION 1603.1 is hereby amended to read as follows:

1603.1 General. *Construction documents* shall show the size, section and relative locations of structural members with floor levels, column centers and offsets dimensioned. The design loads and other information pertinent to the structural design required by Sections 1603.1.1 through 1603.1.8 shall be indicated on the *construction documents*.

Exception: *Construction documents* for buildings constructed in accordance with the *conventional light-frame construction* provisions of Section 2308 shall indicate the following structural design information:

1. Floor and roof live loads.
2. Ground snow load, *P_g*. ...
5. Design load-bearing values of soils.
6. Rain load data

SECTION 1603.1.7 is hereby deleted in its entirety.

SECTION 1610.1 is hereby amended to read as follows:

1610.1 General. Foundation walls and retaining walls...

Exception: Foundation walls extending not more than 9 feet (3251 mm) below grade and laterally supported at the top by flexible diaphragms shall be permitted to be designed for active pressure.

SECTION 1612 is hereby deleted in its entirety.

SECTION 1804.4 is hereby amended to read as follows:

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

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

SECTION 1804.5 is hereby deleted in its entirety.

SECTION 1805.1.2.1 is hereby deleted in its entirety.

SECTION 1809.5 is hereby amended to read as follows:

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

1. Extending below the frost line of the locality.

2. Constructing in accordance with ASCE 32.
3. Erecting on solid rock.

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

1. Assigned to *Risk Category I*.
2. Area of 600 square feet (56 m²) or less for light-frame construction or 400 square feet (37 m²) or less for other than light-frame construction.
3. Eave height of 10 feet (3048 mm) or less.
4. Free-standing buildings used as Group U occupancies for the storage of private or pleasure-type vehicles constructed in accordance with Sections 406.3.1.

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

SECTION 2901.1 is hereby amended to read as follows:

[P] 2901.1 Scope. The provisions of this chapter and the North Dakota State Plumbing Code shall govern the erection, installation, *alteration*, repairs, relocation, replacement, addition to, use or maintenance of plumbing equipment and systems. Toilet and bathing rooms shall be constructed in accordance with Section 1210. Plumbing systems and equipment shall be constructed, installed and maintained in accordance with the North Dakota State Plumbing Code. Private sewage disposal systems shall conform to the North Dakota State Plumbing Code.

TABLE 2902.1 is hereby amended to read as follows:

TABLE 2902.1 MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES^a
(See Sections 2902.1.1 and 2902.2)

Minimum Number of Required Plumbing Fixtures							
No.	Classification	Description	Water Closets	Lavatories	Bathtubs/ Showers	Drinking Fountains	Other
5	Institutional	Adult day care and child day care	1 per 15	1 per 15	1 *child day cares are exempt from this requirement.	1 per 100	1 service sink

(Balance of table remains unchanged.)

SECTION 3313 is hereby deleted in its entirety.

SECTION 3. Effective Date. This ordinance shall be in full force and effect from and after the date of its final passage and publication.

President of Board of City Commissioners of
the City of West Fargo, North Dakota

ATTEST:

Deputy City Auditor

Date of First Reading:

Date of Second Reading:

Date of Publication:

ORDINANCE NO. 1225

AN ORDINANCE TO AMEND AND REENACT SECTION 5-0901, AND TO REPEAL AND REENACT SECTION 5-0902 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO RELATING TO INTERNATIONAL ENERGY CONSERVATION CODE.

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

SECTION 1. Section 5-0901 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

5-0901. ADOPTION OF INTERNATIONAL ENERGY CONSERVATION CODE. 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 West Fargo, that certain code known as the International Energy Conservation Code, recommended and compiled by the International Code Council, being particularly the ~~2018~~ 2021 edition thereof, as the same are now established in said code, a copy of which is on file in the office of the Building Administrator for the City of West Fargo, with the exception of the sections hereinafter set forth affecting local conditions of the City of West Fargo, which sections shall be substituted for and in lieu of like sections or paragraphs in said International Energy Conservation Code; the Board of City Commissioners of said City of West Fargo, by this section hereby approves and adopts such rules and regulations, so modified, for the use and application within the city limits of West Fargo, North Dakota, as well as for any area within the extraterritorial zoning jurisdiction of the City. Provided, that any amendments of the ~~2018~~ 2021 edition of the Code may be adopted by the City by resolution.

SECTION 2. Section 5-0902 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby repealed in its entirety and replaced and reenacted to read as follows:

5-0902. AMENDMENT TO INTERNATIONAL ENERGY CONSERVATION CODE. The International Energy Conservation Code, as adopted in Section 5-0901, is hereby changed and amended as follows:

SECTION C101.1 is hereby amended to read as follows:

C101.1 Title. This code shall be known as the *International Energy Conservation Code* of City of West Fargo, and shall be cited as such. It is referred to herein as “this code.”

SECTION C109 is hereby deleted in its entirety.

SECTION C201.3 is hereby amended to read as follows:

Section C201.3 Terms defined in other codes. Where terms are not defined in this code such terms shall have meanings ascribed to them as in other code publications of the International Code Council. Whenever electrical or plumbing codes are referenced by the International Code Council (ICC) in the International Building Code, International Residential Code, International Mechanical Code, International Fuel Gas Code, International Energy Conservation Code, International Existing Building Code, it shall mean the most recent versions of the National Electrical Code and the North Dakota State Wiring Standards adopted by the North Dakota State Electrical Board and the most recent versions of the Uniform Plumbing Code and the Laws, Rules and Plumbing Installation Standards of North Dakota adopted by the North Dakota State Plumbing Board.

SECTION R101.1 is hereby amended to read as follows:

R101.1 Title. This code shall be known as the *International Energy Conservation Code* of City of West Fargo, and shall be cited as such. It is referred to herein as “this code.”

SECTION R110 is hereby deleted in its entirety.

SECTION R201.3 is hereby amended to read as follows:

Section R201.3 Terms defined in other codes. Where terms are not defined in this code such terms shall have meanings ascribed to them as in other code publications of the International Code Council. Whenever electrical or plumbing codes are referenced by the International Code Council (ICC) in the International Building Code, International Residential Code, International Mechanical Code, International Fuel Gas Code, International Energy Conservation Code, International Existing Building Code, it shall mean the most recent versions of the National Electrical Code and the North Dakota State Wiring Standards adopted by the North Dakota State Electrical Board and the most recent versions of the Uniform Plumbing Code and the Laws, Rules and Plumbing Installation Standards of North Dakota adopted by the North Dakota State Plumbing Board.

TABLE R402.1.2 is hereby amended to read as follows:

CLIMATE ZONE	FENESTRATION U-FACTOR	SKYLIGHT ^b U- FACTOR	CEILING U- FACTOR	WOOD FRAMED WALL U- FACTOR	MASS WALL U- FACTOR

TABLE R402.1.3 is hereby amended to read as follows:

TABLE R402.1.3 INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT ^s										
CLIMATE ZONE	FENESTRATION U-FACTOR ^b	SKYLIGHT ^b U-FACTOR ^b	GLAZED FENESTRATION SHGC ^{b e}	CEILING R-VALUE	WOOD FRAMED WALL R-VALUE	MASS WALL R-VALUE ⁱ	FLOOR R-VALUE	BASEMENT ^c WALL R-VALUE	SLAB ^d R-VALUE AND DEPTH	CRAWL SPACE ^e WALL R-VALUE
1	NR	0.75	0.25	30	13	3/4	13	0	0	0
2	0.40	0.65	0.25	38	13	4/6	13	0	0	0
3	0.35	0.55	0.25	38	20 or 13 + 5 ^b	7/13	19	5/13 ^f	0	5/13
4 except Marine	0.35	0.55	0.40	60	20 or 13 + 5 ^b	8/13	19	10/13	10, 2 ft.	10/13
5 and Marine 4	0.32	0.55	NR	60	20 or 13 + 5 ^b	13/17	30 ^f	15/19	10, 2 ft.	15/19
6	0.32	0.55	NR	49	21 or 13 + 5 ^{ci}	15/20	30 ^g	10ci/15	10, 4 ft.	15/19
7 and 8	0.32	0.55	NR	49	21 or 13 + 5 ^{ci}	19/21	38 ^g	10ci/15	10, 4 ft.	15/19

SECTION R402.4 is hereby amended to read as follows:

R402.4 Air leakage (Mandatory). The *building thermal envelope* shall be constructed to limit air leakage in accordance with the requirements of Sections R402.4.1 through R402.4.4. Dwelling units of R-2 Occupancies and multiple single family dwellings shall be permitted to comply with IECC C402.5.

TABLE R402.4.1.1 is hereby amended to read as follows:

Air Barrier, Air Sealing and Insulation

<u>Basement crawl space and slab foundations</u>	<u>Exposed earth in unvented crawl spaces shall be covered with a Class I vapor retarder/air barrier in accordance with Section R402.2.10.</u>	<u>Crawl space insulation, where provided instead of floor insulation, shall be installed in accordance with Section R402.2.10.</u>
	<u>Penetrations through concrete foundation walls and slabs shall be air sealed.</u>	<u>Conditioned basement foundation wall insulation shall be installed in accordance with Section R402.2.8.1.</u>
	<u>Class 1 vapor retarders shall not be used as an air barrier on below-grade walls and shall be installed in accordance with Section R702.7 of the <i>International Residential Code</i>.</u>	<u>Slab-on-grade floor insulation shall be installed in accordance with Section R402.2.10.</u>

(balance of table remains unchanged.)

SECTION R402.4.1.2 is hereby amended to read as follows:

R402.4.1.2 Testing. The building or dwelling unit shall be tested and verified as having an air leakage rate of not exceeding five air changes per hour in Climate Zones 1 through 8.

SECTION R402.4.1.3 is hereby amended to read as follows:

R402.4.1.3 Testing. The building or dwelling unit shall be tested and verified as having an air leakage rate of not exceeding five air changes per hour in Climate Zones 1 through 8.

SECTION R402.4.1.4 is hereby added to read as follows:

R402.4.1.4 Visual inspection option. Building envelope tightness and insulation shall be considered acceptable when installed in accordance with Table R402.4.1.1 – “Air Barrier and Insulation” and has been field verified.

SECTION R403.3.7 is hereby amended to read as follows:

R403.3.7 Building cavities (Mandatory). Building framing cavities shall not be used as supply ducts.

SECTION R403.6 is hereby amended to read as follows:

R403.6 Ventilation (Mandatory). The building shall be provided with ventilation that meets the requirements of Section M1507 of this code or the *International Mechanical Code*, as applicable, or with other approved means of ventilation. Outdoor air intakes and exhausts shall have automatic or gravity dampers that close when the ventilation system is not operating.

Section R403.6.3 is hereby deleted in its entirety.

Section R404.2 is hereby deleted in its entirety.

Section R404.3 is hereby deleted in its entirety.

Table R406.5 is hereby amended to read as follows:

TABLE R406.5
MAXIMUM ENERGY RATING INDEX

CLIMATE ZONE	ENERGY RATING INDEX
0-1	52
2	52
3	51
4	54
5	55
6	58
7	53
8	53

SECTION 3. Effective Date. This ordinance shall be in full force and effect from and after the date of its final passage and publication.

President of Board of City Commissioners of the
City of West Fargo, North Dakota

ATTEST:

Deputy City Auditor

Date of First Reading:

Date of Second Reading:

Date of Publication:

ORDINANCE NO. 1226

AN ORDINANCE TO AMEND AND REENACT SECTIONS 6-0101 AND 6-0104, AND TO REPEAL AND REENACT SECTION 6-0103 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO RELATING TO INTERNATIONAL FIRE CODE.

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

SECTION 1. Section 6-0101 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

6-0101. ADOPTION OF INTERNATIONAL FIRE CODE. 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, the provisions of the Code known as the International Fire Code, being particularly the ~~2018~~ 2021 edition thereof, as the same are now established in said Code, save and except such portions as are hereinafter deleted, modified, or amended by ordinance, or in accordance with other provisions of this title. A copy of said Code is on file in the office of the Chief of the volunteer fire department of the City of West Fargo, 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 as well as for any area within the extraterritorial zoning jurisdiction of the City. Provided, that any amendments of the ~~2018~~ 2021 edition of the International Fire Code may be adopted by the City by resolution. The International Fire Code is also adopted as part of the International Building Code of the City of West Fargo.

SECTION 2. Section 6-0103 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby repealed in its entirety and replaced and reenacted to read as follows:

6-0103. MODIFICATIONS TO INTERNATIONAL FIRE CODE. The International Fire Code is hereby changed and amended as follows:

Section 101.1 is amended to read as follows:

101.1 Title. These regulations shall be known as the *Fire Code* of the city of West Fargo, hereinafter referred to as “this code.”

Section 102.1 Subsection 3 is hereby deleted in its entirety

Section 102.6 is amended to read as follows:

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

in designated historic buildings shall be provided with an *approved* fire protection plan.

Section 103.1 is amended to read as follows:

103.1 Creation of Agency. The West Fargo Fire Department is hereby created and the official in charge thereof shall be known as the fire code official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

Section 104.7 is amended to read as follows:

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

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

Section 105.5.1 is hereby deleted in its entirety.

Section 105.5.2 is hereby deleted in its entirety

Section 105.5.4 is hereby deleted in its entirety

Section 105.5.6 is hereby deleted in its entirety

Section 105.5.7 is hereby deleted in its entirety

Table 105.5.9 is amended to read as follows:

Table 105.5.9 Permit Amounts for Compressed Gases.

Carbon dioxide used in carbon dioxide enrichment systems 4375
(500 lbs.)

Carbon dioxide used in insulated liquid carbon dioxide beverage
dispensing applications 4375 (500 lbs.)

Section 105.5.12 is hereby deleted in its entirety

Section 105.5.14 is hereby deleted in its entirety

Section 105.5.17 is hereby deleted in its entirety

Section 105.5.18 Subsection 2 is hereby amended in part to read as follows:

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

3. To store, handle or use Class II or Class IIIA liquids in excess of 120 gallons in a building or in excess of 120 gallons outside a building, except for fuel oil used in connection with oil-burning equipment.

Section 105.5.18 is hereby deleted in its entirety

Section 105.5.19 is hereby deleted in its entirety.

Section 105.5.20 is hereby deleted in its entirety.

Section 105.5.21 is hereby deleted in its entirety

Section 105.5.25 is hereby deleted in their entirety.

Section 105.5.26 Industrial Ovens is hereby deleted in its entirety.

Section 105.5.28 is hereby deleted in its entirety.

Section 105.5.31 is hereby deleted in its entirety.

Section 105.5.32 is hereby deleted in its entirety.

Section 105.5.33 Motor fuel-dispensing facilities is hereby deleted in its entirety.

Section 105.5.35 is hereby deleted in its entirety

Section 105.5.36 is amended to read as follows:

105.5.36 Open flames and candles. An operational permit is required to use open flames or candles in connection with assembly areas, dining areas of restaurants or drinking establishments. For purposes of this provision, churches shall not be deemed to be assembly areas and shall not be required to obtain a permit to utilize candles in religious ceremonies.

Section 105.5.37 is hereby deleted in its entirety.

Section 105.5.40 Plant extraction systems is hereby deleted in its entirety.

Section 105.5.41 is hereby deleted in its entirety.

Section 105.5.44 is deleted in its entirety.

Section 105.5.45 is deleted in its entirety.

Section 105.5.49 is amended to read as follows:

Section 105.5.49 Temporary membrane structures and tents. An operational permit is required to operate an air-supported temporary membrane structure, a temporary special event structure, or a tent having an area in excess of 400 square feet (37m²) for the purposes of assembly.

Section 105.5.51 is deleted in its entirety.

Section 105.5.52 is deleted in its entirety.

Section 105.6.2 is hereby deleted in its entirety.

Section 105.6.5 is hereby deleted in its entirety.

Section 105.6.7 is hereby deleted in its entirety.

Section 105.6.10 is hereby deleted in its entirety.

Section 105.6.11 is hereby deleted in its entirety.

Section 105.6.12 is hereby deleted in its entirety.

Section 105.6.15 is hereby amended to read as follows:

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

Section 105.6.16 is hereby deleted in its entirety.

Section 105.6.17 is hereby deleted in its entirety.

Section 105.6.18 is hereby deleted in its entirety.

Section 105.6.19 is hereby deleted in its entirety.

Section 105.6.20 is hereby deleted in its entirety.

Section 105.6.21 is hereby deleted in its entirety.

Section 105.6.23 is hereby deleted in its entirety.

Section 105.6.24 is hereby deleted in its entirety.

Section 106.4 is hereby amended as follows:

106.4 Retention of construction documents. One set of construction documents shall be retained by the fire code official for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws.

Section 112.4 is amended in part to read as follows:

112.4 Violation penalties.

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

Section 307.1.1 is amended to read as follows:

307.1.1 Prohibited open burning. *Open burning* shall be prohibited when atmospheric conditions or local circumstances make such fires hazardous. All open burning, including recreational fires, is banned when the fire index is at the high, very high or extreme level and any time during a red flag warning.

Section 308.1.4 is amended to read as follows:

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

Exceptions:

One- and two-family *dwelling*s.

Where buildings, balconies and decks are protected by an *automatic sprinkler system*.

LP-gas cooking devices having LP-gas container with a water capacity not greater than 47.8 pounds [nominal 20 pounds (9 kg) LP-gas capacity].

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

308.3 Group A Occupancies. Open-flame devices shall not be used in a Group A occupancy.

Exceptions:

Open-flame devices are allowed to be used in the following situations, provided *approved* precautions are taken to prevent ignition of a combustible material or injury to occupants:

Open-flame devices for food warming.

Section 319.4 is hereby amended to read as follows:

319.4 Fire protection. Fire Protection shall be provided in accordance with Section 319.4.2.

Section 319.4.1 is hereby deleted in its entirety.

Section 507.5.4 Obstruction is amended to read as follows:

507.5.4 Obstruction. Unobstructed access to fire hydrants shall be maintained at all times. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants. An approved hydrant marker shall be installed immediately adjacent to the rear of the hydrant.

Section 806.1.1 is amended by adding the following exception:

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

Section 903.3.1 is amended to read as follows:

903.3.1 Standards. Sprinkler systems shall be designed with a 5-psi safety margin and installed in accordance with Sections 903.3.1.1, 903.3.1.2 or 903.3.1.3 and other chapters of this code, as applicable.

Section 903.3.1.1.1 Exempt locations is amended by adding the following exception:

7. Elevator machine room and machinery spaces. Where sprinklers are not installed in elevator machine rooms, shunt trip required in accordance with IBC 3005.5 shall not be installed. The exemption to this is for hoist ways that are enclosed, noncombustible, and do not contain combustible hydraulic fluid.

Section 903.3.5 Water Supplies is amended to read as follows:

903.3.5 Water supplies. Water supplies for automatic sprinkler systems shall comply with this section and the standards referenced in Section 903.3.1. The potable water supply shall be protected against backflow in accordance with the requirements of this section and the International Plumbing Code. For connections to public waterworks systems, the water supply test used for design of fire protection systems shall be adjusted to account for seasonal and daily pressure fluctuations based on information from the water supply authority and as approved by the fire code official. Underground water supply piping shall be constructed of a material allowed by West Fargo Water Department and shall be allowed to extend into the building through the slab or wall not more than 24 inches.

Section 905.1.1 is amended by adding the following:

Section 905.1.1 Standpipe Hose. The installation of fire hose on standpipes may be omitted when approved by the fire code official. Approved standpipe hose valves and connections shall be provided where required.

Section 907.8.3 is hereby deleted in its entirety.

Section 1009.8.1 is hereby amended to read as follows:

1009.8.1 System requirements. Two-way communication systems shall provide communication between each required location and the fire command center or a central control point location *approved* by the fire department. Where the central control point is not constantly attended, a two-way communication system shall have a timed automatic telephone dial-out capability to a monitoring location. The two-way communication system shall include both audible and visible signals.

Section 1011.1 Exceptions are hereby amended to read as follows:

Within rooms or spaces used for assembly purposes, stepped *aisles* shall comply with Section 1030.

A stairway complying with section 1011 except where in a B, F, M, S or U that serves an area of 750 sf or less, and is not open to the public, that has a maximum riser height of 8 inches and a minimum tread depth of 9 inches, has a minimum

width of 36 inches and has at least one handrail that terminates at the top and bottom riser and otherwise complies with section 1014.

Exception 3, 6 of Section 1011.5.2 is amended in part to read as follows:

In Group R-3 occupancies; within dwelling units in Group R-2 occupancies; and in Group U occupancies that are accessory to a Group R-3 occupancy or accessory to individual dwelling units in Group R-2 occupancies; the maximum riser height shall be 8 inches; the minimum tread depth shall be 9 inches;

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

Chapter 11 is hereby deleted with the exception of Sections 1103.8 and 1103.9.

Section 2303.1 is amended by adding the following Subsection 7:

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

Section 3106.2 General is amended to read as follows:

3106.2 General. Outdoor assembly events with planned attendance exceeding 1,000 people shall be in accordance with this section and Section 403.12. Temporary structures erected for outdoor assembly events shall comply with this chapter.

Section 3303.1 is amended to read as follows:

3303.1 Program development and maintenance. The owner or owner's authorized agent shall be responsible for the development, implementation and maintenance of an *approved*, written *site safety plan* establishing a fire prevention program at the project site applicable throughout all phases of the construction, repair, *alteration* or demolition work. When required by the fire code official, the plan shall be submitted and *approved* before a building permit is issued, . . .

Section 5704.2.9.6.1 is amended to read as follows:

5704.2.9.6.1 Locations where above-ground tanks are prohibited. Storage of Class I and II liquids in above-ground tanks outside of buildings is prohibited within the limits established by law as the limits of districts in which such storage is prohibited. Above-ground tanks, with a capacity exceeding 660 gallons, outside of buildings shall be installed only in areas zoned industrial or limited industrial and shall be located at least 300 feet from all non-industrial zoned districts.

Above-ground tanks outside of buildings in all non-industrial zoned districts shall not exceed 660 gallons in individual capacity or 1,320 gallons in aggregate capacity, and tanks outside of buildings used for dispensing shall be *listed* and *labeled* as protected above-ground tanks in accordance with UL 2085.

Section 5704.2.13.1.4 is amended by adding the following Subsection 7 to:

7. Site assessment is required to determine if there are any spills, leaks, or discharge from the tank system. Records of site assessment shall be kept on the site of tank location.

The exception to Section 5705.3.7.5.1 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.

Section 5806.2 is amended to read as follows:

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

Section 6103.2.1.6 is amended to read as follows:

6103.2.1.6 Use with self-contained torch assemblies. Portable LP-gas containers are allowed to be used to supply *approved* self-contained torch assemblies or similar appliances. Such containers shall not exceed a water capacity of 12 pounds.

Section 6104.2 is amended to read as follows:

6104.2 Maximum capacity within established limits. Within the limits established by law restricting the storage of liquefied petroleum gas for the protection of heavily populated or congested areas, the aggregate capacity of any one installation shall not exceed 2,000 gallons (7570 L). Unprotected tanks with a water capacity exceeding 2,000 gallons shall be installed only in areas zoned industrial or limited industrial and shall be located at least 300 feet from all non-industrial zoning districts.

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

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

Appendix D "Fire Apparatus Access Roads" is adopted and enacted in its entirety.

D103.1 is hereby deleted in its entirety.

SECTION 3. Section 6-0104 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

6-0104. STORAGE OF FLAMMABLE LIQUIDS. The limits referred to in the International Fire Code, in which storage of flammable or combustible liquids in outside above-ground tanks is prohibited, are hereby established as follows: "The corporate limits of the City of West Fargo, North Dakota, except for property zoned ~~A-Agricultural~~ LI-Light Industrial and M-Heavy Industrial as permitted, or property in the A-Agriculture, C-Light Commercial, HC-Heavy Commercial and ~~CM-Heavy Commercial/Light Industrial~~ LI-Light Industrial for which a conditional use permit has been granted. The limits referred to in the International Fire Code, in which new bulk plants for flammable or combustible liquids are prohibited, are hereby established as follows: "The corporate limits of the City of West Fargo, North Dakota."

SECTION 4. Effective Date. This ordinance shall be in full force and effect from and after the date of its final passage and publication.

President of Board of City Commissioners of
the City of West Fargo, North Dakota

ATTEST:

City Auditor

Date of First Reading:

Date of Second Reading:

Date of Publication:

ORDINANCE NO. 1227

AN ORDINANCE TO AMEND AND REENACT SECTION 7-0106, AND TO REPEAL AND REENACT SECTION 7-0107 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO RELATING TO INTERNATIONAL MECHANICAL CODE.

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

SECTION 1. Section 7-0106 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

7-0106. STANDARDS ADOPTED. The following standards are hereby adopted for all heating, air conditioning and other gas, oil, or coal consuming appliances within the City limits of West Fargo, as well as for any area within the extraterritorial zoning jurisdiction of the City.

1. All heating, air conditioning, or other gas, oil, or coal consuming appliances for either domestic or commercial use installed in the City of West Fargo shall bear a seal of approval from the American Gas Association, American Standards Association, Underwriters Laboratories, or other nationally recognized testing laboratory.
2. The provisions of the International Mechanical Code, sponsored by the International Code Council, ~~2018~~ 2021 edition, is hereby adopted as the mechanical code. Any amendments to the ~~2018~~ 2021 edition of the International Mechanical Code may be adopted by the City by resolution.

SECTION 2. Section 7-0107 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby repealed in its entirety and replaced and reenacted to read as follows:

7-0107. MODIFICATIONS TO INTERNATIONAL MECHANICAL CODE. The International Mechanical Code, as adopted in Section 7-0106(2), is hereby changed and amended as follows:

SECTION 101.1 is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the *Mechanical Code* of the City of West Fargo, hereinafter referred to as “this code.”

SECTION 103.1 is hereby amended to read as follows:

103.1 Creation of Agency. The City of West Fargo Inspections Department is hereby created and the official in charge thereof shall be known as the Inspections Administrator. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

SECTION 104.8 is hereby amended to read as follows:

104.8 Liability. The code official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally, and is hereby relieved from personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties. Any suit instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The code official or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

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

SECTION 104.8.1 is hereby deleted in its entirety.

SECTION 106.4.7 is hereby deleted in its entirety.

SECTION 109.2 is hereby amended as follows:

109.2 Schedule of permit fees. Where work requires a permit, a fee for each permit and mechanical work shall be paid as required, in accordance with the schedule as established by the City of West Fargo Board of City Commissioners.

SECTION 109.6 is hereby amended as follows:

109.6.1 Refunds. The code official is authorized to establish a refund policy, which is as follows:

1. The full amount of any fee paid hereunder which was erroneously paid or collected.
2. Not more than eighty (80) percent of the permit fee paid where work has not been done under a permit issued in accordance with this code.
3. Not more than eighty (80) percent of the plan review fee paid where an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

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

SECTION 113 is hereby deleted in its entirety:

SECTION 115.4 is hereby amended as follows:

[A] 115.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair mechanical work in violation of the *approved construction documents* or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

SECTION 201.3 is hereby amended to read as follows:

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

SECTION 305.4 is hereby amended read as follows:

305.4 Interval of support. Piping shall be supported at distances not exceeding the spacing specified in Table 305.4, or in accordance with ANSI/MSS SP-58. In addition to the requirements of Table 305.4, piping and tubing shall be supported within 2 feet (610 mm) of every bend or angle.

SECTION 307.2.2 is hereby amended to read as follows:

307.2.2 Drain pipe materials and sizes. Components of the condensate disposal system shall be ABS, cast iron, copper and copper alloy, CPVC, cross-linked polyethylene, galvanized steel, PE-RT, polyethylene, polypropylene, PVC or PVDF pipe or tubing. Components shall be selected for the pressure and temperature rating of the installation. Joints and connections shall be made in accordance with the applicable provisions of the North Dakota State Plumbing Code relative to the material type. Condensate waste and drain line size shall be not less than 3/4-inch (19 mm) pipe size and shall not decrease in size from the drain pan connection to the place of condensate disposal. Where the drain pipes from more than one unit are manifold together for condensate drainage, the pipe or tubing shall be sized in accordance with Table 307.2.2.

SECTION 401.2 is hereby amended as follows:

401.2 Ventilation required. Every occupied space shall be ventilated by natural means in accordance with Section 402 or by mechanical ventilation in accordance with Section 403.

SECTION 403.1 is hereby amended as follows:

403.1 Ventilation system. Mechanical ventilation shall be provided by a method of supply air and return or *exhaust air*. The amount of supply air shall be approximately equal to the amount of return and *exhaust air*. The system shall not be prohibited from producing negative or positive pressure. The system to convey *ventilation air* shall be designed and installed in accordance with Chapter 6.

SECTION 504.9.2 is hereby amended as follows:

504.8.2 Duct installation. Exhaust ducts shall be supported at 4-foot (1219 mm) intervals and secured in place. The insert end of the duct shall extend into the adjoining duct or fitting in the direction of airflow. Ducts shall not be joined with screws. Where dryer exhaust ducts are enclosed in wall or ceiling cavities, such cavities shall allow the installation of the duct without deformation.

SECTION 505.4 is hereby amended as follows:

505.4 Makeup air required. Exhaust hood systems capable of exhausting in excess of 400 cfm (0.19 m³/s) shall be provided with *makeup air* at a rate in excess of 400 cfm. Such *makeup air* systems shall be equipped with a means of closure and shall be automatically controlled to start and operate simultaneously with the exhaust system.

SECTION 508.2 is hereby amended as follows:

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

SECTION 508.2.1 is hereby added to read as follows:

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

SECTION 701.2 is hereby added as follows:

701.3 Attic space. Attic space shall not be used for combustion air.

SECTION 908.5 is hereby amended as follows:

908.5 Water supply. Cooling towers, evaporative coolers and fluid coolers shall be provided with an approved water supply, sized for peak demand. The quality of water shall be provided in accordance with the equipment manufacturer's recommendations. The piping system and protection of the potable water supply system shall be installed as required by the *North Dakota State Plumbing Code*.

SECTION 1006.6 is hereby amended to read as follows:

1006.6 Safety and relief valve discharge.

* * * *

13. Be constructed of those materials listed in the North Dakota State Plumbing Code or materials tested, rated and approved for such use in accordance with ASME A112.4.1.

SECTION 1008.2 is hereby amended to read as follows:

1008.2 Discharge. Blow off valves shall discharge to a safe place of disposal. Where discharging to the drainage system, the installation shall conform to the North Dakota State Plumbing Code.

TABLE 1103.1 is hereby amended to read as follows:

Table 1103.1 Refrigerant Classification, Amount, and OEL.

Footnote:

c. The ASHRAE Standard 34 flammability classification for this refrigerant is 2L.

SECTION 1104.2 is hereby amended to add the following new third exception:

1104.2 Machinery room. ...

Exceptions: ...

3. If an existing refrigerating system is replaced or if an existing refrigeration plant is increased by not more than 50% of its original capacity, but not more than 100 tons per system using a nonflammable class A1 or B1 refrigerant and the refrigeration machinery room was not provided in the original installation prior to 1994, a refrigeration machinery room shall not be

required. If the existing refrigeration is not located in a general machinery room separated from occupied spaces, a refrigeration machinery room shall be provided. The space containing the refrigeration machinery shall meet the requirements of Section 1104.3.4, protection from refrigerant decomposition, and Section 1105.3, requiring refrigerant detection. If the requirements of 1104.3.4 and 1105.3 cannot be met, a refrigeration machinery room shall be provided.

SECTION 1104.3.1 is hereby amended to read as follows:

1104.3.1 Air conditioning for human comfort. High probability systems used for human comfort shall use Group A1 or A2L refrigerant. In other than industrial occupancies where the quantity in a single independent circuit does not exceed the amount in Table 1103.1, Group B1, B2 and B3 refrigerants shall not be used in high probability systems for air conditioning for human comfort

SECTION 1208.1 is hereby amended to read as follows:

Section 1208.1 General. New hydronic piping shall be isolated and tested hydrostatically at no less than 100 psi (689 kPa). The duration of the test shall be not less than 15 minutes.

SECTION 3. Effective Date. This ordinance shall be in full force and effect from and after the date of its final passage and publication.

President of Board of City Commissioners
of the City of West Fargo, North Dakota

ATTEST:

Deputy City Auditor

Date of First Reading:

Date of Second Reading:

Date of Publication:

ORDINANCE NO. 1228

AN ORDINANCE TO AMEND AND REENACT SECTION 7-0201, AND TO REPEAL AND REENACT SECTION 7-0202 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO RELATING TO INTERNATIONAL FUEL GAS CODE.

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

SECTION 1. Section 7-0201 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

7-0201. ADOPTION OF INTERNATIONAL FUEL GAS CODE. 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 West Fargo, that certain code known as the International Fuel Gas Code, recommended and compiled by the International Code Council, being particularly the ~~2018~~ 2021 edition thereof, as the same are now established in said code, a copy of which is on file in the office of the Building Administrator for the City of West Fargo, with the exception of the sections hereinafter set forth affecting local conditions of the City of West Fargo, which sections shall be substituted for and in lieu of like sections or paragraphs in said International Fuel Gas Code; the Board of City Commissioners of said City of West Fargo, by this section hereby approves and adopts such rules and regulations, so modified, for the use and application within the city limits of West Fargo, North Dakota, as well as for any area within the extraterritorial zoning jurisdiction of the City. Provided, that any amendments of the ~~2018~~ 2021 edition of the Code may be adopted by the City by resolution.

SECTION 2. Section 7-0202 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby repealed in its entirety and replaced and reenacted to read as follows:

7-0202. AMENDMENT TO INTERNATIONAL FUEL GAS CODE. The International Fuel Gas Code, as adopted in Section 7-0201, is hereby changed and amended as follows:

SECTION 101.1 is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the *International Fuel Gas Code* of the City of West Fargo, hereinafter referred to as “this code.”

SECTION 104.8 is hereby amended to read as follows:

103.4 Liability. The code official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally, and is hereby relieved from personal liability for any damage accruing to persons or

property as a result of an act or by reason of an act or omission in the discharge of official duties. Any suit instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The code official or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

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

SECTION 104.8.1 is hereby amended to read as follows:

[A]104.8.1 Legal defense. Any suit or criminal complaint instituted against an officer or employee because of an act or omission performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be afforded all the immunities and defenses provided by other 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

SECTION 106.5.7 is hereby deleted in its entirety.

SECTION 109.2 is hereby amended as follows:

109.2 Schedule of permit fees. Where work requires a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the City of West Fargo Board of City Commissioners.

SECTION 109.6 is hereby amended as follows:

106.6.3 Fee refunds. The code official is authorize to order the refunding of fees as follows.

1. The full amount of any fee paid hereunder which was erroneously paid or collected.
2. Not more than eighty [80] percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.
3. Not more than eighty [80] percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

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

SECTION 113 is hereby deleted in their entirety.

SECTION 115.4 is hereby amended as follows:

[A] 108.4 Violation penalties. Persons who shall violate a provision of this code, fail to comply with any of the requirements thereof or erect, install, alter or repair work in violation of the *approved construction documents* or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be subjected to penalties as prescribed by law.

SECTION 201.3 is hereby amended to read as follows:

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

SECTION 303.3 is hereby amended to read as follows:

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

1. The *appliance* is a direct-vent *appliance* installed in accordance with the conditions of the listing and the manufacturer's instructions.
2. Vented room heaters, wall furnaces, vented decorative appliances, vented gas fireplaces, vented gas fireplace heaters and decorative appliances for installation in vented solid fuel-burning fireplaces are installed in rooms that meet the required volume criteria of Section 304.5
3. 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.
4. A clothes dryer is installed in a residential bathroom or toilet room having a permanent opening with an area of not less than 100 square inches (0.06 m²) that communicates with a space outside of a sleeping room, bathroom, toilet room or storage closet.

SECTION 304.6.1 is hereby amended to read as follows:

304.6.1 Two-permanent-openings method. Two permanent openings, one commencing within ...

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.

Where communicating ...

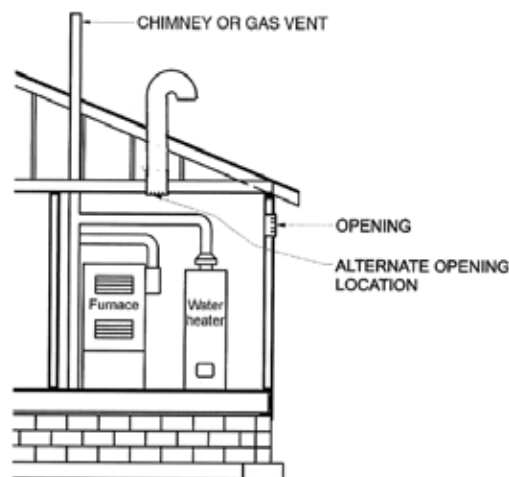
Figure 304.6.1 (1) is hereby deleted in its entirety:

Figure 304.6.1 (2) is hereby deleted in its entirety:

SECTION 304.6.2 is hereby amended to read as follows:

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

Figure 304.6.2 is hereby amended to reference to an alternate opening location as shown.



SECTION 304.11 is hereby amended as follows:

304.11 Combustion air dusts. *Combustion air* dusts shall ...

1. Ducts shall ...
5. Ducts shall not terminate in an attic space.
6. Horizontal upper ...

SECTION 403.9.1.1 is hereby added to read as follows:

403.9.1.1 Gas supply systems with pressures 5 psig or greater and gas pipe joints 2½ inches or larger, regardless of pressure, shall be welded.

SECTION 403.9.5 is hereby amended to read as follows:

403.9.5 Metallic fittings. Metallic fittings shall ...

1. Threaded fittings in sizes 2½ inches or larger shall not be used except where *approved*.
2. Fittings used ...

SECTION 403.13 is hereby added as follows:

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

SECTION 406.4 is hereby amended to read as follows:

406.4 Test pressure measurement. Test pressure shall be measured with a manometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made. Dial gauges used to measure test pressures shall be performed with gauges of 2 psi incrimination or less and have a range not exceeding 100 psi unless otherwise approved.

SECTION 406.4.1 is hereby amended to read as follows:

406.4.1 Test pressure. The test pressure to be used shall be no less than 1½ times the proposed maximum working pressure, but not less than 25 psig irrespective of design pressure. Where the test pressure exceeds 125 psig (862 kPa gauge), the test

pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe.

SECTION 408.2 is hereby amended to read as follows:

408.2 Drips. Where wet gas exists, a drip shall be provided at any point in the line of pipe where condensate could collect.

SECTION 411.2 is hereby amended to read as follows:

411.2 Manufactured home connections. Manufactured homes shall be connected to the distribution *piping* system by *listed* and *labeled* connectors in compliance with ANSI Z21.75/CSA 6.27 and installed in accordance with the manufacturer's installation instructions.

SECTION 415.1 is hereby amended to add the following:

415.1 Interval of support. *Piping* shall be supported at intervals not exceeding the spacing specified in Table 415.1. Spacing of supports for CSST shall be in accordance with the CSST manufacturer's instructions. In addition to the requirements of Table 415.1, piping and tubing shall be supported within 2 feet of every bend or angle.

SECTION 501.12 is hereby amended to read as follows:

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

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

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

SECTION 503.5.3 is hereby amended to read as follows:

503.5.3 Masonry chimneys. Masonry chimneys shall be built and installed in accordance with NFPA 211 and shall be lined as per sec. 501.12.

SECTION 503.5.6.1 is hereby amended to read as follows:

503.5.6.1 Chimney lining. Chimneys shall be lined in accordance with NFPA 211 and Section 501.12.

Exception: Where an existing chimney complies with Sections 503.5.6 through-503.5.6.3 and its sizing is in accordance with Section 503.5.5, its continued use shall be allowed when, in more than one appliance venting system the secondary appliance, such as a water heater, is replaced and the primary heating appliance remains.

SECTION 614.9.2 is hereby amended as follows:

614.8.2 Duct installation. Exhaust ducts shall be supported at 4-foot (1219 mm) intervals and secured in place. The insert end of the duct shall extend into the adjoining duct or fitting in the direction of airflow. Ducts shall not be joined with screws. Where dryer exhaust ducts are enclosed in wall or ceiling cavities, such cavities shall allow the installation of the duct without deformation.

SECTION 621 is hereby deleted in its entirety.

SECTION 3. Effective Date. This ordinance shall be in full force and effect from and after the date of its final passage and publication.

President of Board of City Commissioners
of the City of West Fargo, North Dakota

ATTEST:

Deputy City Auditor

Date of First Reading:

Date of Second Reading:

Date of Publication:

ORDINANCE NO. 1229

AN ORDINANCE TO AMEND AND REENACT SECTION 5-0501, AND TO REPEAL AND REENACT SECTION 5-0202 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO RELATING TO INTERNATIONAL PROPERTY MAINTENANCE CODE.

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

SECTION 1. Section 5-0501 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

5-0501. ADOPTION OF INTERNATIONAL PROPERTY MAINTENANCE CODE. 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 West Fargo, that certain code known as the International Property Maintenance Code, recommended and compiled by the International Code Council, being particularly the ~~2018~~ 2021 edition thereof, as the same are now established in said code, a copy of which is on file in the office of the Building Administrator for the City of West Fargo, with the exception of the sections hereinafter set forth affecting local conditions of the City of West Fargo, which sections shall be substituted for and in lieu of like sections or paragraphs in said International Property Maintenance Code; the Board of City Commissioners of said City of West Fargo, by this section hereby approves and adopts such rules and regulations, so modified, for the use and application within the city limits of West Fargo, North Dakota. Provided, that any amendments of the ~~2018~~ 2021 edition of the Code may be adopted by the City by resolution.

SECTION 2. Section 5-0502 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby repealed in its entirety and replaced and reenacted to read as follows:

5-0502. AMENDMENT TO INTERNATIONAL PROPERTY MAINTENANCE CODE. The International Property Maintenance Code, as adopted in Section 5-0501, is hereby changed and amended as follows:

SECTION 101.1 is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the *Property Maintenance Code* of the City of West Fargo, hereinafter to as “this code.”

SECTION 102.3 is hereby amended to read as follows:

102.3 Application of other codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of all applicable ordinances adopted by the City of West Fargo.

SECTION 103.1 is hereby amended to read as follows:

103.1 Creation of agency. The city of West Fargo Inspections Department is hereby created and the official in charge thereof shall be known as the code official.

SECTION 104.1 is added to read as follows:

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

- A. Initial Inspection – No charge
- B. First Re-inspection – No charge
- C. Second Re-inspection – As to the second re-inspection, a fee of \$100
- D. Third Re-inspection – As to the third re-inspection, a fee of \$100
- E. Fourth and continuing Re-inspection – as to the fourth and any subsequent re-inspection, a fee of \$100

SECTION 105.7 is hereby amended to read as follows:

105.7 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 official duties. Any suit instituted against an officer or employee because of an act or omission performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be afforded all the protection provided by the city's insurance pool and immunities and defenses provide by other applicable state and federal laws and shall be defended by legal representatives of the jurisdiction until the final termination of the proceedings. The *building official* or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

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

SECTION 105.7.1 is hereby deleted in their entirety.

SECTION 107 is hereby deleted in their entirety.

SECTION 108 is hereby deleted in their entirety.

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 Existing Building Code*, *International Fire Code*, *International Fuel Gas Code*, *International Mechanical Code*, *International Plumbing Code*, *International Residential Code*, or NFPA 70, such terms shall have meanings ascribed to them as in those codes.

Throughout this code, wherever reference is made to the International Plumbing Code it shall mean the North Dakota State Plumbing Code. Throughout this code, wherever reference is made to the ICC Electrical Code it shall mean the National Electrical Code together with the North Dakota State Wiring Standards.

SECTION 302.4 is hereby amended to read as follows:

302.4 Weeds. All *premises* and *exterior property* shall be maintained free from weeds or plant growth as per the City of West Fargo Ordinances. 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 the City of West Fargo Ordinances and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the *owner* or agent responsible for the property.

SECTION 304.14 is hereby amended to read as follows:

304.14 Insect screens. During the period from April 1 to October 31, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

SECTION 602.2 is hereby amended to read as follows:

602.2 Residential occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms,

bathrooms and toilet rooms. Cooking appliances shall not be used to provide space heating to meet the requirements of this section.

SECTION 602.3 is hereby amended to read as follows:

602.3 Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from September 15 to June 1 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.

SECTION 602.4 is hereby amended to read as follows:

602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat during the period from September 15th to June 1st to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

SECTION 603.2 is hereby amended to read as follows:

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

SECTION 703.7 is hereby deleted in its entirety.

SECTION 3. Effective Date. This ordinance shall be in full force and effect from and after the date of its final passage and publication.

President of Board of City Commissioners of
the City of West Fargo, North Dakota

ATTEST:

Deputy City Auditor

Date of First Reading:

Date of Second Reading:

Date of Publication:

ORDINANCE NO. 1230

AN ORDINANCE TO AMEND AND REENACT SECTION 5-0701, AND TO REPEAL AND REENACT SECTION 5-0702 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO RELATING TO INTERNATIONAL RESIDENTIAL CODE.

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

SECTION 1. Section 5-0701 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

5-0701. ADOPTION OF INTERNATIONAL RESIDENTIAL CODE. 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 West Fargo, that certain code known as the International Residential Code, recommended and compiled by the International Code Council, being particularly the ~~2018~~ 2021 edition thereof, as the same are now established in said code, a copy of which is on file in the office of the Building Administrator for the City of West Fargo, with the exception of the sections hereinafter set forth affecting local conditions of the City of West Fargo, which sections shall be substituted for and in lieu of like sections or paragraphs in said International Residential Code; the Board of City Commissioners of said City of West Fargo, by this section hereby approves and adopts such rules and regulations, so modified, for the use and application within the city limits of West Fargo, North Dakota, as well as for any area within the extraterritorial zoning jurisdiction of the City. Provided, that any amendments of the ~~2018~~ 2021 edition of the Code may be adopted by the City by resolution.

SECTION 2. Section 5-0702 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby repealed in its entirety and replaced and reenacted to read as follows:

5-0702. AMENDMENT TO INTERNATIONAL RESIDENTIAL CODE. The International Residential Code, as adopted in Section 5-0701 is hereby changed and amended as follows:

SECTION R101.1 is hereby amended to read as follows:

R101.1 Title. These provisions shall be known as the *Residential Code for One- and Two Family* of the City of West Fargo, hereinafter referred to as “this code.”

SECTION R104.8 is hereby amended to read as follows:

R104.8 Liability. The *building official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered 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 protection provided by the city's insurance pool and immunities and defenses provide by other applicable state and federal laws and shall be defended by legal representatives of the jurisdiction until the final termination of the proceedings. The *building official* or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

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

SECTION R104.8.1 is hereby amended to read as follows:

R104.8.1 Legal defense. Any suit or criminal complaint instituted against an officer or employee because of an act or omission performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be afforded all the immunities and defenses provided by other applicable local, state or federal laws. The building official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code

SECTION R104.10.1 is hereby deleted in its entirety.

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

R105.2 Work exempt from permit. Exemptions ...

Building:

1. One-story detached accessory structures provided the floor area is not greater than 120 square feet (11 m2).
2. Fences not over 8.5 feet (2591 mm) high.
3. Retaining walls that are not ...
7. Non-permanent swimming pools. ...
10. Decks not exceeding 120 square feet in area, that are not more than 7 inches (762 mm) above *grade* at any point, are not attached to a dwelling do not serve the exit door required by Section R311.4.

SECTION R105.3.1.1 is hereby deleted in its entirety.

SECTION R106.1.4 is hereby deleted in its entirety.

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

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

SECTION R201.3 is hereby amended to read as follows:

R201.3 Terms defined in other codes. Where terms are not defined in this code such terms shall have meanings ascribed to them as in other code publications of the International Code Council. Wherever the term ‘International Plumbing Code’ and/or ‘International Private Sewage Disposal Code’ is used in the International Residential Code, it shall mean the North Dakota State Plumbing Code. Wherever the term ‘ICC Electrical Code’ is used in the International Residential Code, it shall mean the National Electrical Code together with the North Dakota State Wiring Standards. Wherever reference is made to flood plain requirements, it shall mean the West Fargo Flood Damage Prevention Ordinance together with the West Fargo Flood Proofing Code.

Table R301.2 (1) is hereby amended to read as follows:

Table 301.2(1)														
Climactic and Geographic Design Criteria														
Ground Snow Load	Wind Design				Seismic Design Category	Subject to Damage From			Winter Design Temp	Ice Barrier Underlayment Required	Flood Hazards	Air Freezing Index	Mean Annual Temp	
	Speed (mph)	Topographic Effects	Special Wind Region	Windoborne Debris Zone		Weathering	Frost Line Depth	Termit e						
50	115	No	No	No	Zone A	Severe	4.5'	None	-18°	Yes	1978	4000	41.5°	
Manual J Design Criteria														
Elevation	Latitude	Winter Heating	Summer Cooling	Altitude Correction Factor	Indoor Design Temperature	Design Temperature Cooling	Heating Temperature Difference							
869	46	-17°	88°	None	70°	75°	87°							
Cooling Temperature Difference	Wind Velocity Heating	Wind Velocity Cooling	Coincident Wet Bulb	Daily Range	Winter Humidity	Summer Humidity								
13°	15 mph	7.5 mph	70	M	30%	50%								

SECTION R301.2.4 is hereby deleted in its entirety.

TABLE R301.2 (1) is hereby amended to read as follows:

**TABLE 302.1(1)
EXTERIOR WALLS**

EXTERIOR WALL ELEMENT	MINIMUM FIRE-RESISTANCE RATING	MINIMUM FIRE SEPARATION DISTANCE
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Walls

SECTION R307.1 is hereby amended to read as follows:

R307.1 Space required. Fixtures shall be spaced in accordance with the requirements of the North Dakota State Plumbing Code and per Figure R307.1, with the exception of the clearance in front of water closets and bidets which shall be 24 inches.

SECTION R309.3 is hereby deleted in its entirety.

SECTION R310.2.3 is hereby amended to read as follows:

R310.2.3 Maximum height from floor. Emergency escape and rescue openings shall have the bottom clear opening not greater than 44 inches (1118) above the floor.

Exception: Below grade emergency escape and rescue windows may have a maximum sill height of 48 inches.

SECTION R310.4.2 is hereby amended to read as follows:

R310.4.2 Ladder and steps. Area wells with a vertical depth greater than 44 inches (1118 mm) shall be equipped with an approved, permanently affixed ladder or steps. The ladder or steps shall not be obstructed by the emergency escape and rescue opening where the window or door is in the open position. Ladders or steps required by this section shall not be required to comply with Section R311.7.

Exception: Terraced window wells with a maximum of 24 inches per vertical rise and minimum 12 inches per horizontal projection on each level shall also be allowed.

SECTION R311.3 is hereby amended to read as follows:

R311.3 Floors and landings at exterior doors. There shall be a landing or floor on each side of each exterior door. The width of each landing shall be not less than the door served. Every landing shall have a dimension of not less than 36 inches (914 mm) measured in the direction of travel. The slope at exterior landings shall not exceed 1/4 unit vertical in 12 units horizontal (2 percent).

Exceptions:

1. Exterior balconies less than 60 square feet (5.6 m²) and only accessible from a door are permitted to have a landing less than 36 inches (914 mm) measured in the direction of travel.
2. A landing is not required on the outside of exterior doors other than the required egress door, where a stairway with a total rise of less than 30 inches

(762 mm) is located on the exterior side of the door, provided the door does not swing over the stairway.

SECTION R311.3.1 is hereby amended to read as follows:

R311.3.1 Floor elevations at the required egress doors. Landings or finished floors at the required egress door shall be not more than 11/2 inches (38 mm) lower than the top of the threshold.

Exception: The landing or floor on the exterior side shall be not more than 8 inches below the top of the threshold provided the door does not swing over the landing or floor.

Where exterior landings or floors serving the required egress door are not at *grade*, they shall be provided with access to *grade* by means of a ramp in accordance with Section R311.8 or a stairway in accordance with Section R311.7.

SECTION R311.3.2 is hereby amended to read as follows:

R311.3.2 Floor elevations for other exterior doors. Doors other than the required egress door shall be provided with landings or floors not more than 8 inches below the top of the threshold.

Exception: A landing is not required where a stairway with a total rise of not less than 30 inches (762 mm) is located on the exterior side of the door, provided that the door does not swing over the stairway.

SECTION R311.7.5.1 is hereby amended to read as follows:

R311.7.5.1 Risers. The riser height shall be not more than 8 inches (196 mm). The riser ...

SECTION R311.7.5.2 is hereby amended to read as follows:

R311.7.5.2 Treads. The tread depth shall be not less than 9 inches (254 mm). The tread depth shall be measured horizontally between the vertical planes of the foremost projection of adjacent treads and at a right angle to the tread's leading edge. The greatest tread depth within any flight of stairs shall not exceed the smallest by more than 3/8 inch (9.5 mm).

Exception: Where a landing is not provided or required by section R311.3, R311.3.2 or R311.7.6, the top tread of a stair serving exterior doors other than the required exit door, and in-swinging doors opening into an attached garage, shall be permitted to exceed the smallest tread by more than 3/8 inch (9.5 mm). Such a tread shall be at least 18 inches (457 mm) measured in the direction of travel.

SECTION R311.7.5.2.1 is hereby amended to read as follows:

R311.7.5.2.1 Winder treads. Winder treads shall have a tread depth of not less than 9 inches measured between the vertical planes of the foremost projection of adjacent treads at the intersections with the walk line. Winder treads shall have a tread depth of ...

SECTION R311.7.6 is hereby amended to read as follows:

R311.7.6 Landings for stairways. There shall be a floor or landing at the top and bottom of each stairway. The width perpendicular to the direction of travel shall be not less than the width of the flight served. Landings of shapes other than square or rectangular shall be permitted provided that the depth at the walk line and the total area is not less than that of a quarter circle with a radius equal to the required landing width. Where the stairway has a straight run, the depth in the direction of travel shall be not less than 36 inches (914 mm).

Exception:

1. A floor or landing is not required at the top of an interior flight of stairs, including stairs in an enclosed garage, provided that a door does not swing over the stairs.
2. A landing is not required at the top of an exterior flight of stairs with a total rise of less than 30 inches, provided the door does not swing over the stairway.

SECTION R312.1.1 is hereby amended to read as follows:

R312.1.1 Where required. *Guards* shall be located along open-sided walking surfaces, stairs, ramps and landings that are located more than 30 inches (762 mm) measured vertically to the floor or *grade* below. Insect screening shall not be considered as a *guard*.

SECTION R313.1 is hereby amended to read as follows:

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

SECTION R313.1.1 is hereby amended to read as follows:

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

SECTION R313.2 is hereby deleted in its entirety.

SECTION R322 is hereby deleted in its entirety.

SECTION R327 is hereby deleted in its entirety.

SECTION R401.1 is hereby amended to read as follows:

R401.1 Application. The provisions of this chapter shall control the design and construction of the foundation and foundation spaces for buildings. In addition to the provisions of this chapter, the design and construction of foundations in flood hazard areas shall meet the provisions of the West Fargo Flood Proofing Code (Section 5-04) and any other applicable requirements of the City of West Fargo. Wood foundations shall be designed and installed in accordance with AWC PWF.

Exception: The provisions of this chapter shall be permitted ...

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

R401.3 Drainage. Surface drainage shall be diverted to a storm sewer conveyance or other *approved* point of collection that does not create a hazard. *Lots* shall be graded to drain surface water away from foundation walls.

SECTION R403.1.4.1 is hereby amended to read as follows:

R403.1.4.1 Frost protection. Except where otherwise protected from frost, foundation walls, piers and other permanent supports of buildings and structures shall be protected from frost by one or more of the following methods:

1. Extended below the frost line ...

Exceptions:

1. Protection of freestanding *accessory structures* of light-frame construction shall not be required.
2. Protection of freestanding *accessory structures* with an area of 400 square feet (37 m²) or less, of other than light-frame construction shall not be required.
3. Uncovered decks need not be provided with footings that extend below the frost line.

Footings shall not bear on frozen soil unless the frozen condition is permanent.

SECTION R404.1.3.2 is hereby amended to read as follows:

R404.1.3.2 Reinforcement for foundation walls. Concrete foundation walls shall be laterally supported at the top and bottom. Horizontal reinforcement shall be

provided in accordance with Table R404.1.2(1). Vertical reinforcement shall be provided in accordance with Table R404.1.2(2), R404.1.2(3), R404.1.2(4), R404.1.2(5), R404.1.2(6), R404.1.2(7), or R404.1.2(8), or Table R404.1.2(10) and Figure R404.1.2(1) or Table R404.1.2(11) and Figure R404.1.2(2). Vertical reinforcement for flat *basement* walls retaining 4 feet (1219 mm) or more of unbalanced backfill is permitted to be determined in accordance with Table R404.1.2(9). For *basement* walls supporting above grade concrete walls, vertical reinforcement shall be the greater of that required by Tables R404.1.2(2) through R404.1.2(8) or by Section R608.6 for the above-grade wall. In buildings assigned to Seismic Design Category D0, D1 or D2, concrete foundation walls shall also comply with Section R404.1.4.2.

TABLE 404.1.2(10) is hereby adopted as follows:

Table R404.1.2(10)

Foundation Wall Reinforcing

Active Pressure = 45pcf

Minimum Reinforcement for Concrete		
Foundation Walls		
Wall Height (h) feet	Wall Thickness (t) inches	Vertical Reinforcing
8	8	#4 @ 24" o.c. #5 @ 40" o.c.
	10	#4 @ 30" o.c. #5 @ 50" o.c.
9	8	#4 @ 18" o.c. #5 @ 28" o.c.
	10	#4 @ 24" o.c. #5 @ 36" o.c.
10	10	#4 @ 16" o.c. #5 @ 26" o.c.

Notes:

1. Chart is based on an active soil pressure of 45 pounds per cubic foot (pcf).
2. Reinforcing steel shall be ASTM A615 Fy – 60,000 pounds per square inch (psi).
3. The vertical reinforcing bars are to be located on the inside face.

4. Minimum concrete strength $F_c^1 = 3,000$ pounds per square inch (psi).
5. Backfill shall not be placed until first floor framing and sheathing is installed and fastened or adequately braced and the concrete floor slab is in place or the wall is adequately braced.

TABLE 404.1.2(11) is hereby adopted as follows:

Table R404.1.2(11)

Foundation Wall Reinforcing

Active Pressure = 65 pcf

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

Notes:

1. Chart is based on an active soil pressure of 65 pounds per cubic foot (pcf).
2. Reinforcing steel shall be ASTM A615 $F_y = 60,000$ 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.

FIGURE 404.1.2(1) is hereby adopted as follows:

FIGURE R404.1.2(1)

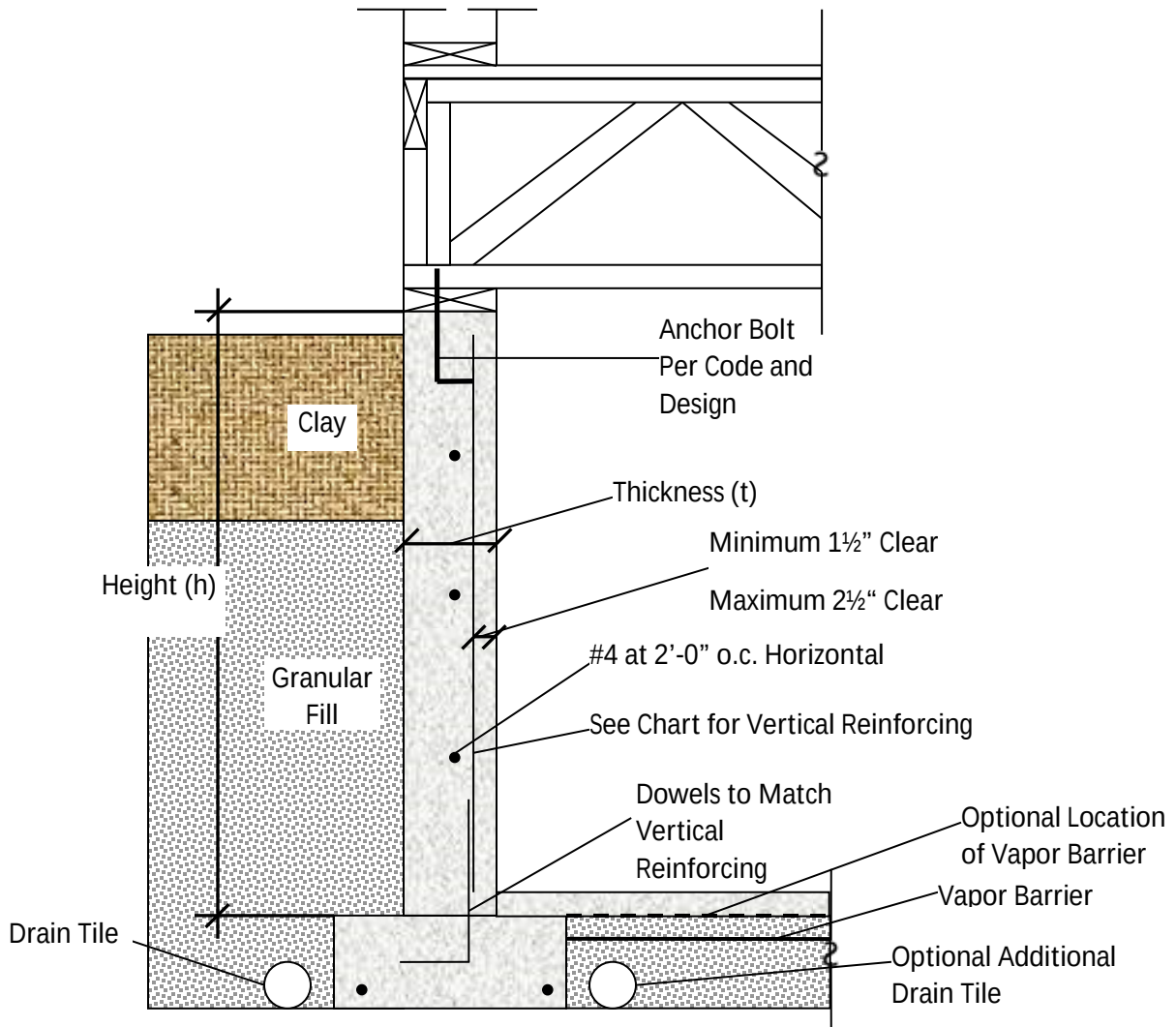
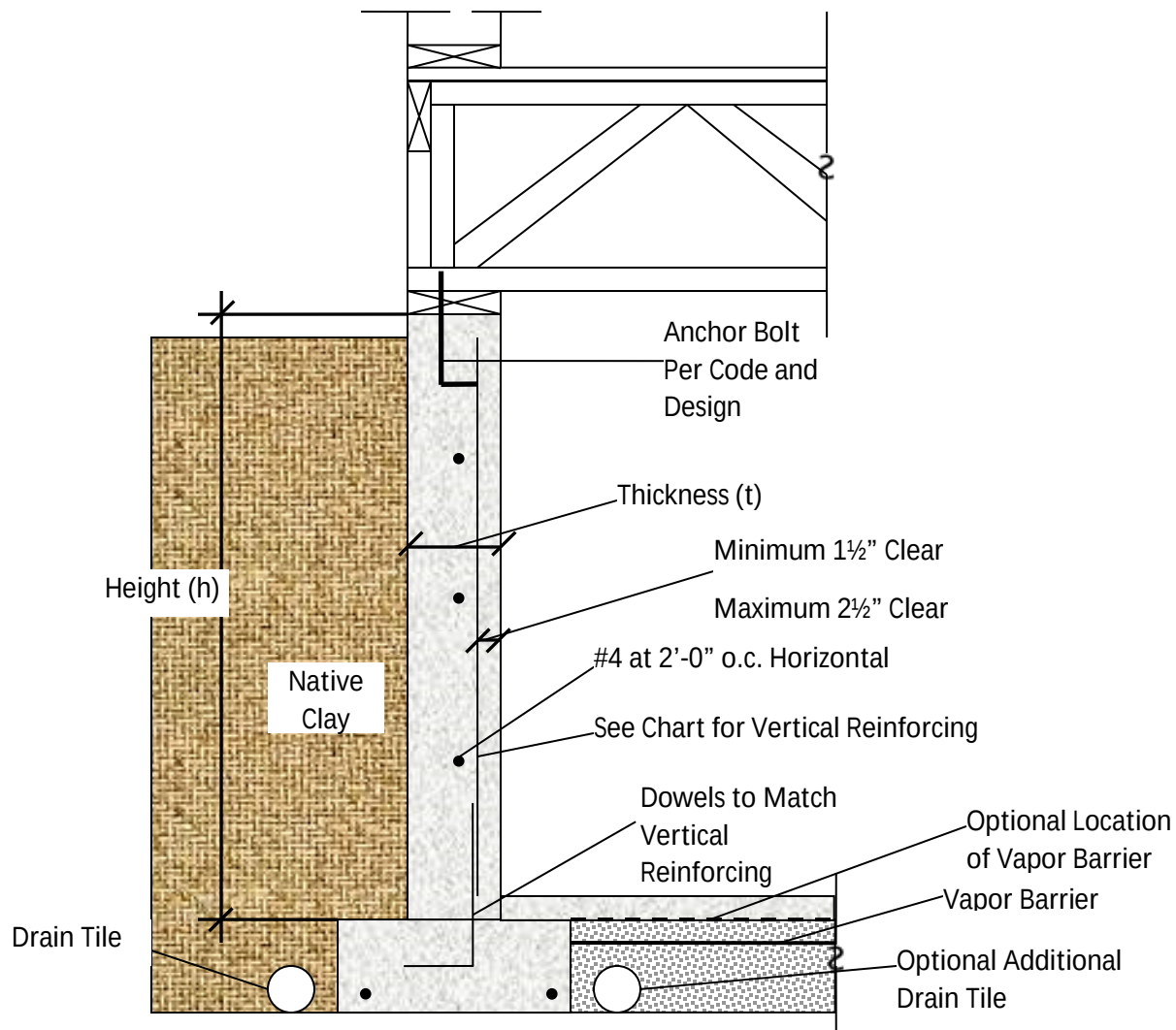


FIGURE 404.1.2(2) is hereby adopted as follows:

FIGURE R404.1.2(2)



SECTION R507.3 is hereby deleted in its entirety.

SECTION R507.3.1 is hereby deleted in its entirety.

SECTION R602.7.2 is hereby amended to read as follows:

R602.7.2 Rim board headers. Rim board header size, material and span shall be in accordance with Table R602.7(1). Rim board headers shall be constructed in accordance with Figure R602.7.2 and shall be supported at each end by full-height studs. Rim board headers supporting concentrated loads shall be designed in accordance with accepted engineering practice.

SECTION R602.7.5 is hereby amended to read as follows:

R602.7.5 Supports for headers. Headers shall be supported on each end with one or more jack studs or with approved framing anchors in accordance with Table R602.7(1) or R602.7(2). The full-height stud adjacent to each end of the header shall be end nailed to each end of the header in accordance with Table R602.3(1).

TABLE R602.7.5 is hereby deleted in its entirety.

TABLE N1102.1.2 (R402.1.2) is hereby amended to read as follows:

TABLE N1102.1.2 (R402.1.2) MAXIMUM ASSEMBLY U-FACTORS ^a AND FENESTRATION REQUIREMENTS								
CLIMATE ZONE	FENESTRATION U-FACTOR	SKYLIGHT ^b U-FACTOR	CEILING U-FACTOR	WOOD FRAMED WALL U-FACTOR	MASS WALL U-FACTOR ^b	FLOOR U-FACTOR	BASEMENT WALL U-FACTOR	CRAWL SPACE WALL U-FACTOR
6	0.32	0.55	0.026	0.057	0.060	0.033	0.059	0.055

(balance of table remains unchanged.)

TABLE N1102.1.3 (R402.1.3) is hereby amended to read as follows

TABLE N1102.1.3 (R402.1.3) INSULATION MINIMUM R-VALUES AND FENESTRATION REQUIREMENTS BY COMPONENT ^a										
CLIMATE ZONE	FENESTRATION U-FACTOR ^b	SKYLIGHT ^b U-FACTOR ^b	GLAZED FENESTRATION SHGC ^{b, c}	CEILING R-VALUE	WOOD FRAMED WALL R-VALUE	MASS WALL R-VALUE ^d	FLOOR R-VALUE	BASEMENT ^e WALL R-VALUE	SLAB ^d R-VALUE AND DEPTH	CRAWL SPACE ^c WALL R-VALUE
6	0.32	0.55	NR	19	21 or 13 + 5 ^{b, i}	15/20	30 ^g	10/13	10, 4 ft.	15/19

(balance of table remains unchanged.)

SECTION N1102.4 (R402.4) is hereby amended to read as follows:

N1102.4 (R402.4) Air leakage (Mandatory). The *building thermal envelope* shall be constructed to limit air leakage in accordance with the requirements of Sections N1102.4.1 through N1102.4.5.

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

SECTION N1102.4.1.2 (R402.4.1.2) is hereby added to read as follows:

N1102.4.1.2(R402.4.1.2) Testing. The building or dwelling unit shall be tested for air leakage or visual inspection to be completed. The maximum air leakage rate for any building or dwelling unit under any compliance path shall not exceed 5.0 air changes per hour or 0.28 cubic feet per minute (CFM) per square foot [0.0079 m³/(s × m²)] of dwelling unit enclosure area. Testing shall be conducted in accordance with ANSI/RESNET/ICC 380, ASTM E779 or ASTM E1827 and reported at a pressure of 0.2 inch w.g. (50 Pascals). Where required by the code official, testing

SECTION N1102.4.1.4 (R402.4.1.4) is hereby added to read as follows:

N1102.4.1.4 (R402.4.1.4) Visual inspection option. Building envelope tightness and insulation shall be considered acceptable when installed in accordance with Table N1102.4.1.1 (R402.4.1.1) – “Air Barrier and Insulation” and has been field verified.

Table N1102.4.1.1 (R402.4.1.1) is hereby amended to read as follows:

TABLE N1102.4.1.1 (R402.4.1.1)
AIR BARRIER, AIR SEALING AND INSULATION INSTALLATION ^c

Component	Air Barrier Criteria	Insulation Installation Criteria
Basement, crawl space and slab foundations	<i>(Text Unchanged)</i>	Crawl space insulation, where provided instead of floor insulation, shall be installed in accordance with Section N1102.2.10. Conditioned basement foundation wall insulation shall be installed in accordance with Section N1102.2.8.1. Slab-on-grade floor insulation shall be installed in accordance with Section N1102.2.10. Exterior foundation insulation shall be covered and flashed to protect it from exposure to light and weather to a minimum of 6 inches (152 mm) below grade and be covered by a minimum 6-mil polyethylene slip sheet over the entire surface.

(balance of table remains unchanged.)

c. Sections referenced in this table are in the International Energy Conservation Code.

Section N1103.3.6 (R403.3.6) is hereby amended to read as follows:

N1103.3.6 (R403.3.6) Duct Leakage. The total leakage of the ducts, where measured in accordance with Section N1103.3.5, shall be as follows:

3. A total leakage test shall not be required for ducts or air handlers that comply with Sections R403.3.2, Item 1.

A total leakage test shall not be required for ducts or air handlers that comply with Subsection 1 of Section N1103.3.2 (R403.3.2).

SECTION N1103.3.7 (R403.3.7) is hereby amended to read as follows:

N1103.3.7 (R403.3.7) Building cavities (Mandatory). Building framing cavities shall not be used as supply ducts.

SECTION N1103.6 (R403.6) is hereby amended to read as follows:

N1103.6 (R403.6) Ventilation (Mandatory). The building shall be provided with ventilation that meets the requirements of Section M1507 of this code or the *International Mechanical Code*, as applicable, or with other approved means of ventilation. Outdoor air intakes and exhausts shall have automatic or gravity dampers that close when the ventilation system is not operating.

Section N1104.2 (R404.2) is hereby deleted in its entirety.

Section N1104.3 (R404.3) is hereby deleted in its entirety.

TABLE N1105.4.2 (1) [R405.4.2 (1)] is hereby amended to read as follows:

TABLE N1105.5.2(1) [R405.5.2(1)] SPECIFICATIONS FOR THE STANDARD REFERENCE AND PROPOSED DESIGNS		
BUILDING COMPONENT	STANDARD REFERENCE DESIGN	PROPOSED DESIGN
...	...	...
Air exchange rate	Air leakage rate of 5 air changes per hour in Climate Zones 1 through 8 at a pressure of 0.2 inches w.g (50 Pa). (Balance is unchanged.)	For residences that are not tested, the same air leakage rate as the standard reference design. For tested residences, the measured air exchange The mechanical be in addition to the air leakage rate and shall be as proposed.
...	...	...

Table N1106.5 (R406.5) is hereby amended to read as follows:

Maximum Energy Rating Index
(balance of table remains unchanged.)

Climate Zone	Energy Rating Index
* * * *	* * * *
6	58

SECTION M1301.1.1 is hereby deleted in its entirety.

SECTION M1401.5 is hereby deleted in its entirety.

SECTION M1402.1 is hereby amended to read as follows:

Section M1402.1 General. Oil-fired central furnaces shall conform to ANSI/UL 727. Electric furnaces shall conform to UL 1995 or UL/CSA 60335-2-40.

SECTION M1403.1 is hereby amended to read as follows:

Section M1403.1. Heat Pumps. Electric Heat pumps shall be listed and labeled in accordance with UL 1995 or or UL/CSA 60335-2-40.

SECTION M1412.1 is hereby amended to read as follows:

Section M1412.1. Approval of Equipment. Absorption systems shall be installed in accordance with the manufacturer's instructions. Absorption equipment shall comply with UL 1995 or UL/CSA 60335-2-40.

SECTION M1413.1 is hereby amended to read as follows:

Section M1413.1 General. Evaporative cooling equipment and appliances shall comply with UL 1995 or UL/CSA 60335-2-40 and shall be installed:

SECTION M1502.4.2 is hereby amended to read as follows:

M1502.4.2 Duct installation. Exhaust ducts shall be supported at intervals not to exceed 12 feet (3658 mm) and shall be secured in place. The insert end of the duct shall extend into the adjoining duct or fitting in the direction of airflow. Exhaust duct joints shall may be mechanically fastened. Ducts shall not be joined with screws. Where dryer exhaust ducts are enclosed in wall or ceiling cavities, such cavities shall allow the installation of the duct without deformation.

SECTION M1503.6 is hereby amended to read as follows:

M1503.6 Makeup air required. Where one or more gas, liquid or solid fuel-burning appliance that is neither direct-vent nor uses a mechanical draft venting system is located within a dwelling unit's air barrier, each exhaust system capable of exhausting in excess of 400 cubic feet per minute (0.19 m³/s) shall be mechanically or passively provided with makeup air at a rate approximately equal to the exhaust air rate in excess of 400 cfm. Such makeup air systems shall be equipped with not fewer than one damper complying with Section M1503.6.2.

SECTION M1601.4.1 is hereby amended to read as follows:

M1601.4.1 Joints, seams and connections. Longitudinal and transverse joints, seams and connections in metallic and nonmetallic ducts shall be constructed ...

Exceptions:

1. Spray polyurethane foam shall be permitted to be applied without additional joint seals.
2. Where a duct connection is made that is partially inaccessible, three screws or rivets shall be equally spaced on the exposed portion of the joint so as to prevent a hinge effect.
3. For ducts having a static pressure classification of less than 2 inches of water column (500 Pa), additional closure systems shall not be required for continuously welded joints and seams and locking-type joints and seams.

SECTION M1601.4.10 is hereby deleted in its entirety.

SECTION M1701.2 is hereby deleted in its entirety.

SECTION M2001.4 is hereby deleted in its entirety.

SECTION M2005.1 is hereby amended to read as follows:

M2005.1 General. Water heaters shall be installed in accordance with the North Dakota State Plumbing Code, the manufacturer's instructions and the requirements of this code.

SECTION M2006.1 is hereby amended to read as follows:

Section 2006.1 General. Pool and spa heaters shall be installed in accordance with the manufacturer's installation instructions. Oil-fired pool heaters shall comply with UL 726. Electric pool and spa heaters shall comply with UL 1261. Pool and spa heat pump water heaters shall comply with UL 1995, UL/CSA 60335-2-40 or CSA C22.2 No. 236.

Exception: Portable residential spas and portable residential exercise spas shall comply with UL 1563 or CSA C22.2 No. 218.1.

SECTION M2101.3 is hereby amended to read as follows:

M2101.3 Protection of potable water. The potable water system shall be protected from backflow in accordance with the provisions listed in the North Dakota State Plumbing Code.

SECTION M2101.10 is hereby amended to read as follows:

M2101.10. Tests. New Hydronic piping systems shall be isolated and tested hydrostatically at a pressure of not less than 100 pounds per square inch (698 kPa). The duration of the test shall not be less than 15 min. Hydronic piping to be embedded in concrete shall be pressure tested and inspected prior to pouring concrete.

SECTION M2103.3 is hereby amended to read as follows:

M2103.3 Piping joints. Copper and copper alloy systems shall be soldered in accordance with ASTM B 828. Fluxes for soldering shall be in accordance with ASTM B 813. Brazing fluxes shall be in accordance with AWS A5.31. Piping joints that are embedded shall be installed in accordance with the following requirements:

1. Steel pipe joints shall be welded.
2. Copper tubing shall be joined by brazing complying with the North Dakota State Plumbing Code.
3. Polybutylene pipe and tubing joints ...

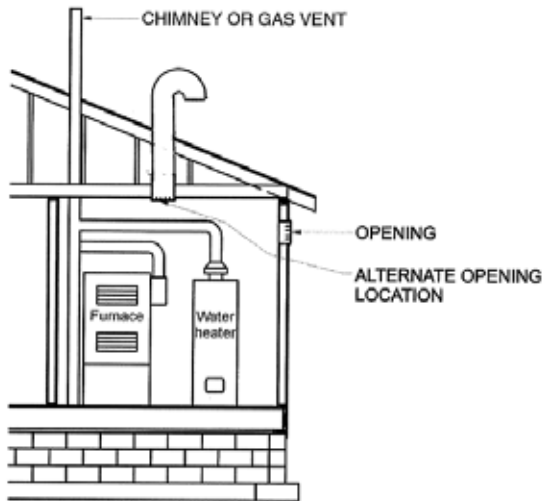
SECTION M2201.6 is hereby deleted in its entirety.

SECTION G2404.7 (301.11) is hereby deleted in its entirety.

FIGURE G2407.6.1(1) [304.6.1(1)] is hereby deleted in its entirety.

FIGURE G2407.6.1(2) [304.6.1(2)] is hereby deleted in its entirety.

FIGURE G2407.6.2 (304.6.2) is hereby amended to read as follows:



SECTION G2407.11 (304.11) is hereby amended to read as follows:

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

1. Ducts shall be constructed of galvanized steel complying with Chapter 16 or of a material having equivalent corrosion ...
5. Ducts shall not terminate in an attic space.
6. Horizontal upper *combustion air* ducts shall not slope downward ...

SECTION G2413.6 (402.6) is hereby amended to read as follows:

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

SECTION G2417.4.1 (406.4.1) is hereby amended to read as follows:

G2417.4.1 (406.4.1) Test pressure. The test pressure to be used shall be not less than 1 1/2 times the proposed maximum working pressure, but not less than 25 psig, irrespective of design pressure. Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the *pipng* greater than 50 percent of the specified minimum yield strength of the pipe.

SECTION G2425.12 (501.12) is hereby amended to read as follows:

G2425.12 (501.12) Residential and low-heat appliances flue lining systems.

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

1. Clay *flue lining* complying with the requirements of ASTM C 315 or equivalent when each appliance connected into the masonry chimney has a minimum input rating of greater than 400,000 Btu/h. Clay *flue lining* shall be installed in accordance with Chapter 10.
2. *Listed chimney* lining 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 1,800°F (982°C).
 - a. Aluminum (1100 or 3003 alloy or equivalent) not less than 0.032 inches 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 a listed chimney liner a condensation drip tee shall be installed and supported in an approved manner.

SECTION G2427.5.2 (503.5.3) is hereby amended to read as follows:

G2427.5.2 (503.5.3) Masonry chimneys. Masonry *chimneys* shall be built and installed in accordance with NFPA 211 and shall be lined as per Section G2424.12.

Exception: Masonry *chimney* flues serving *listed* ...

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

G2439.7.2 (614.8.2) Duct installation. Exhaust ducts shall be supported at 4-foot (1219 mm) intervals and secured in place. The insert end of the duct shall extend into the adjoining duct or fitting in the direction of airflow. Ducts shall not be joined with screws. Where dryer exhaust ducts are enclosed in wall or ceiling cavities, such cavities shall allow the installation of the duct without deformation.

SECTION G2442.4 (618.4) is hereby amended to read as follows:

G2442.4 (618.4) Screen. Required outdoor air inlets shall be covered with a screen having 1/4-inch (6.4 mm) openings. Required outdoor air inlets serving a nonresidential portion of a building shall be covered with screen having openings larger than ¼ inch but not larger than ½ inch.

CHAPTERS 25 THROUGH 43 are hereby deleted in their entirety.

SECTION 3. Effective Date. This ordinance shall be in full force and effect from and after the date of its final passage and publication.

President of Board of City Commissioners
of the City of West Fargo, North Dakota

ATTEST:

Deputy City Auditor

Date of First Reading:

Date of Second Reading:

Date of Publication:

ORDINANCE NO. 1231

AN ORDINANCE TO AMEND AND REENACT SECTION 5-0801, AND TO REPEAL AND REENACT SECTION 5-0802 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO RELATING TO INTERNATIONAL EXISTING BUILDING CODE.

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

SECTION 1. Section 5-0801 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

5-0801. ADOPTION OF INTERNATIONAL EXISTING BUILDING CODE. 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 West Fargo, that certain code known as the International Existing Building Code, recommended and compiled by the International Code Council, being particularly the ~~2018~~ 2021 edition thereof, as the same are now established in said code, a copy of which is on file in the office of the Building Administrator for the City of West Fargo, with the exception of the sections hereinafter set forth affecting local conditions of the City of West Fargo, which sections shall be substituted for and in lieu of like sections or paragraphs in said International Existing Building Code; the Board of City Commissioners of said City of West Fargo, by this section hereby approves and adopts such rules and regulations, so modified, for the use and application within the city limits of West Fargo, North Dakota, as well as for any area within the extraterritorial zoning jurisdiction of the City. Provided, that any amendments of the ~~2018~~ 2021 edition of the Code may be adopted by the City by resolution.

SECTION 2. Section 5-0802 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby repealed in its entirety and replaced and reenacted to read as follows:

5-0802. AMENDMENT TO INTERNATIONAL EXISTING BUILDING CODE. The International Existing Building Code, as adopted in Section 5-0801, is hereby changed and amended as follows:

SECTION 101.1 is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the Existing Building Code of the City of West Fargo hereinafter referred to as “this code.”

SECTION 104.2.1 is hereby deleted in its entirety.

SECTION 104.2.2.1 is hereby amended to read as follows:

[A] 104.2.2.1 Building evaluation. The code official is authorized to require an existing building to be investigated and evaluated at the owner's expense by a registered design professional based on the circumstances agreed upon at the preliminary meeting. The design professional shall notify the code official if any potential nonconformance with the provisions of this code is identified.

SECTION 104.8 is hereby amended to add a new final paragraph to read as follows:

[A] 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 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 protection provided by the city's insurance pool and immunities and defenses provide by other applicable state and federal laws and shall be defended by legal representatives of the jurisdiction until the final termination of the proceedings. The *building official* or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

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

SECTION 104.8.1 is hereby deleted in its entirety.

SECTION 104.10.1 is hereby deleted in its entirety.

SECTION 105.2 is hereby amended to read as follows:

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

Building:

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

2. Painting, papering, tiling
6. Movable cases, counters and partitions not over 96 inches (1753 mm) in height.
7. Reroofing.
8. Window Replacement.

SECTION 106.3.1 is hereby amended to read as follows:

106.3.1. Approval of construction documents. When the *code official*...
...One set of construction documents so reviewed shall be retained by the
code official.

SECTION 109.3.3 is hereby deleted in its entirety and subsequent sections renumbered accordingly.

SECTION 109.3.10 is hereby deleted in its entirety.

SECTION 112 is hereby deleted in its entirety.

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 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 in this Code, it shall mean the North Dakota State Plumbing Code. Wherever the term “ICC Electrical Code” is used in this Code, 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 West Fargo Flood Plain Management ordinance together with the Flood Proofing Code of the city of West Fargo, North Dakota.

SECTION 401.3 is hereby deleted in its entirety.

SECTION 405.2.5 is hereby deleted in its entirety.

SECTION 502.3 is hereby deleted in its entirety.

SECTION 503.2 is hereby deleted in its entirety.

SECTION 507.3 is hereby deleted in its entirety.

SECTION 701.3 is hereby deleted in its entirety.

SECTION 1103.3 is hereby deleted in its entirety.

SECTION 1201.4 is hereby deleted in its entirety.

SECTION 1301.3.3 is hereby deleted in its entirety.

SECTION 1401.2 is hereby amended by adding a new second paragraph to read as follows:

1401.2 Conformance. Buildings to be moved within this jurisdiction shall comply with provisions of this Chapter. Buildings to be moved into this jurisdiction shall comply with the provisions of the International Codes for new buildings and shall be certified as to that compliance by an agency approved by the code official.

SECTION 1402.6 is hereby deleted in its entirety.

SECTION 3. Effective Date. This ordinance shall be in full force and effect from and after the date of its final passage and publication.

President of Board of City Commissioners
of the City of West Fargo, North Dakota

ATTEST:

Deputy City Auditor

Date of First Reading:

Date of Second Reading:

Date of Publication:



To: West Fargo City Commission

From: Denis Otterness, Chief of Police

Date: June 5, 2023

Subject: City Ordinance 1-0703 Unclaimed/Abandoned Property

Action: Request City Commission Review, Approval and First Reading to Suggested Revision of City Ordinance 1-0703

Commission President

Bernie Dardis

Primary Portfolio:
Administration/Finance

Secondary Portfolio:
Street, Water and Sewer

Commission Vice President

Brad Olson

Primary Portfolio:
Street, Water and Sewer

Secondary Portfolio:
Administration/Finance

Commissioner

Roben Anderson

Primary Portfolio:
Planning, Zoning and Engineering

Secondary Portfolio:
Sanitation

Commissioner

Mark Simmons

Primary Portfolio:
Police and Fire

Secondary Portfolio:
Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:
Sanitation

Secondary Portfolio:
Police and Fire

Administration

Dustin Scott, Assistant City Administrator

Summary and Recommendation:

Since January, 2023 the Police Department has been undergoing a comprehensive review and revision of the entire Department policy and procedure manual. During this review it was discovered that current City Ordinance 1-0703 – Sale of Abandoned or Unclaimed Personal Property was in need of minor revision(s) to make it consistent with Century Code language and new Department policy procedures that incorporate best practices. A copy of the suggested ordinance revisions is attached for your review and consideration.

Policy Analysis:

The proposed verbiage/procedure changes have been vetted through Mr. John Shockley and the City Attorney's Office. This will allow for the Department's Property and Evidence Technician to be fully compliant with Century Code requirements, City Ordinance and new Department policy.

Financial Analysis:

There is no financial or fiscal impact for implementing these suggested ordinance changes.

Process/Timeline:

I am requesting the City Commission approve the suggested changes with a First Reading at the June 5, 2023 Commission Meeting. Any delay in approval by the Commission will impact the Department's ability to fully implement the new policy manual as it relates to the disposition of abandoned and/or unclaimed property.

Process	Action
First Reading	
Second Reading	
Approval	

ORDINANCE NO. 1232

AN ORDINANCE TO AMEND AND REENACT SECTION 1-0703 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO RELATING TO THE SALE OF ABANDONED OR UNCLAIMED PERSONAL PROPERTY.

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

SECTION 1. Section 1-0703 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

1-0703. SALE OF ABANDONED OR UNCLAIMED PERSONAL PROPERTY.

1. When personal property, excluding currency or other valuables, has been abandoned or left unclaimed upon the streets, alleys or other public ways of the City for a period exceeding ten (10) days, and, after holding such property for a period of not less than sixty (60) days, the City Auditor, or Chief of Police may dispose of or sell the same at a public sale after a notice is published in the official newspaper of the City at least ten (10) days before the sale. The City Auditor or Chief of Police may exercise their discretion as to the method of sale. When personal property, including precious metals, stamps, stones, gems, securities, art objects, antiques, or other valuables are no longer required as evidence and remains abandoned or unclaimed after three (3) years, the property is presumed to be abandoned or unclaimed and shall be turned over to the Unclaimed Property Division of the North Dakota Department of Trust Lands.
2. If, after a vehicle which has been impounded or removed pursuant to either Section 13-0208 or 13-1626, the vehicle is not reclaimed and redeemed (by the payment of the amounts indicated in Section 13-0208) by the owner or person lawfully entitled to possession thereof within sixty (60) days after the vehicle is impounded, then the vehicle may be sold in the manner provided in subsection 1. The notice of such sale shall specify a description of the property to be sold, and the time and place of such sale. Any sale may be postponed or discontinued by public announcement at the time of sale when there are no bidders, or when the amount offered is grossly inadequate, or for other reasonable cause. The City may be a purchaser of any or all property at such sale. The amount received at such sale shall be first applied to costs and expenses of the sale, next to satisfaction of any fines, fees, costs or restitutions outstanding which formed the basis for the impoundment or removal of the vehicle, and finally to the City general fund.'

SECTION 2. Effective Date. This ordinance shall be in full force and effect from and after the date of its final passage and publication.

President of the Board of City
Commissioners of the City of West Fargo,
North Dakota

ATTEST:

City Auditor

Date of First Reading:

Date of Second Reading:

Date of Publication:



To: West Fargo City Commission
From: Fire Chief Dan Fuller
Date: May 31st , 2023
Subject: 2023-2028 FD Strategic Plan
Action: Adopt the Strategic Plan

Commission President

Bernie Dardis

Primary Portfolio:
Administration/Finance

Secondary Portfolio:
Street, Water and Sewer

Commission Vice President

Brad Olson

Primary Portfolio:
Street, Water and Sewer

Secondary Portfolio:
Administration/Finance

Commissioner

Roben Anderson

Primary Portfolio:
Planning, Zoning and Engineering

Secondary Portfolio:
Sanitation

Commissioner

Mark Simmons

Primary Portfolio:
Police and Fire

Secondary Portfolio:
Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:
Sanitation

Secondary Portfolio:
Police and Fire

Administration

Dustin Scott, Assistant
City Administrator

Summary and Recommendation:

As part of the department strategy management process, the fire department began to write a new Strategic Plan last fall. The plan is now complete, and ready for Commission adoption. This plan is a required item for the department to move forward in the CPSE Accreditation Process, along with the Standards of Cover and the Community Risk Assessment. Those documents are quite in depth, and will be presented at a workshop type meeting at a later date. Each year, the plan will be reviewed and updated as needed.

Policy Analysis:

Utilization of a Strategic Plan allows the department to be proactive in budgeting and managing growth over the course of four years. The plan also includes a Decision Matrix, which guides the department in making decisions on bringing forward new projects or purchases that are not included in this plan.

Financial Analysis:

There are no requirements for the department to invest capital into specific projects at this time, but the plan does outline projects that need to be moved forward at a later date, along with estimated costs. All requests would be contained in the Annual Budget, with referral to the plan itself as support for those requests.

Process/Timeline:

Adoption of the plan begins the timeline of implementation of projects in the third quarter of 2023, with reviews in the same quarter in 2024, 2025, 2026 and 2027.



Strategic Plan

2023-2028



City of West Fargo Fire Dept

West Fargo, North Dakota



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LETTER FROM THE CHIEF

Greetings,

I take great pleasure in presenting the City of West Fargo Fire Department 2023-2028 Strategic Plan to the public. This plan is the culmination of hundred of hours of work over a six-month period, and is considered the roadmap to continuous improvement for our department. The plan also meets all of the five tenets of public trust: ethical tone and behavior, transparency, engagement, performance, and accountability.

Within this plan, you'll find our research and feedback from both public stakeholders and internal stakeholders. This information was used to inform and balance our approach to establishing our commitments to the community. In each commitment to the community, a strategy and objectives are listed, along with funding costs, who will champion the objective, and a timeline of when the community can expect the objective to be accomplished.

Let me be clear; this plan is not a static, place on a shelf plan. It is a dynamic plan that is revised every year as factors and influences change. It will be used to meet demands and changing hazards and risks in the community. The intent is that we never fall behind the growth and demands of the community. As factors change and the plan is updated, the community can expect communication on those changes and be asked to be involved through public meetings and events.

In closing, I'd like to thank our community members, elected officials, staff, and mutual aid partners for their engagement and support in completing this community driven strategic plan. I am excited to see this plan implemented.



Daniel R. Fuller, MPA, EFO
Chief of the Department
City of West Fargo Fire Department



Introduction

What is a Strategic Plan?

The City of West Fargo Fire Department 2023-2028 Strategic Plan is a dynamic, community driven plan which provides goals, strategies, and objectives for a five-year period. The process to complete the plan involved a comprehensive approach which included a department self-assessment, update of mission, vision and values statements, community stakeholder feedback, budgetary impact forecasts, and community growth forecasts.



Figure 1 - Southside Fire Station

The process began in mid-2022 with a planning session involving the fire department command staff and city leadership. In August of 2022, a public stakeholder feedback session was conducted and in October of 2022 an internal stakeholder feedback session was held. During the final two months of the year, the fire department command staff, along with group that included city elected officials, labor union officials, and a cross sectional group of employees reviewed all the information gathered and created the Commitments to the Community. The driving force behind the plan is to understand what is important to the community we serve, the services demands of the community, community growth, and how the department can improve to meet these factors.

Each of the commitments includes several important factors. First, a work plan designation was added to each commitment, which serves to prioritize the commitments for the current year. These designations included; Critical Work, Strategic Work, and Timely Opportunities. The intent of these designations is to strike a balance between timing, cost, and expediency. Second, each commitment has an assigned champion; someone who is responsible to see the commitment through to achievement. Third, each commitment has a fiscal note; an estimation of financial impacts to the fire department budget, along with the identification of possible grants which could be used to cover costs. Finally, each commitment has a timeline for achievement, which gives a range of dates in which the commitment could be completed.

What are the next steps?

Following the adoption of the plan by the West Fargo City Commission, the department will continue to work towards the goal of achieving accreditation through the Commission on Fire Accreditation International (CFAI), which is facilitated through the Center for Public Safety Excellence (CPSE). The strategic plan is just one step in the self-evaluation process; the publishing of a Standards of Cover/Community Risk Assessment, completion of the Fire and Emergency Service Self-Assessment Manual (FESSAM), and a Peer Assessment Site Visit are the steps of accreditation before a hearing is held to grant or deny accreditation.

The accreditation process is voluntary; however, the benefits far outweigh the work put into completing the steps of the process. CPSE identifies several benefits that are often achieved by a department who completes the process:

- Provides greater alignment with the community a department serves
- Encourages quality improvement
- Facilitates input from and builds positive relationships with labor unions
- Identifies areas of strengths and areas of weakness
- Establishes a plan for continuous improvement
- Communicates management and leadership philosophies
- Ensures an agency has a defined mission
- Encourages the development of organizational procedural documents



Figure 2 - 2020 Awards Ceremony

THE FIRE DEPARTMENT AND THE COMMUNITY

History and Future of West Fargo

West Fargo, North Dakota, is located in the southeast region of North Dakota, close to state border with Minnesota, in the Red River Valley. The area is known for its fertile tillage and the Bonanza farms that sprang up after the expansion of the Northern Pacific Railroad. The first mention of the area was the Haggart “Whistle Stop” along the rail line, which was located on the property of John E. Haggart, who first laid a claim along the Sheyenne River in 1871. Haggart later became the first Cass County Sheriff, and served in the first North Dakota Senate from 1889 to 1898. The area began to grow, with feed lots, a section house for rail workers, and a watering station for steam locomotives.



Figure 3 - Haggart Whistle Stop Late 1800s

In 1916, a group of enterprising farmers founded the Equity Cooperative, establishing a twenty-four-house village, hotel, post office, general store, and café. This was all built to support the Equity Meat Packing Plant, which was sold to Armour and Company in 1922. In 1925, the original village was incorporated as the Village of West Fargo. In 1930, homes to the south of the village incorporated as the Village of Southwest Fargo. As Southwest Fargo began to grow, adding a police officer, volunteer fire department, an elementary school and later a high school, the Village of West Fargo underwent several name changes and finally joined with Southwest Fargo to form the City of West Fargo in 1989. A consolidation ceremony was held at the West Fargo Public Library on July 1st of the same year. That year the combined population of the city was 12,287 residents.

A key issue of the consolidation and as it turned out, to the tremendous growth of the city, was a major flood of the Sheyenne River in 1975 and several minor and moderate floods around the same decades. In 1986, the Flood Control Project was authorized and was operational by 1993. This eliminated the flood threat for the newly consolidated City of West Fargo and began a period of rapid growth through the present. By 2000, the city population was 14,940. In 2010, it was 25,380. By 2020 the official



Figure 4 - West Fargo Stockyards

census was 38,626. The estimated 2022 census is 41,000 residents, living in a city of 16.3 square miles, with a population density of 2,516 people per square mile.

The future of the City of West Fargo looks very similar to the period of growth from 2010 through 2020. With an area of the extra-territorial area that will end up being protected, annexed and developed through the new FM Diversion Project, it is estimated the city can exceed 62,000 within the next 25 years. Roughly 24,000 new residents, and 10 square miles of land would be incorporated and the fire department will have the responsibility to provide services and coverage to protect those residents and property.

History of the City of West Fargo Fire Department



Figure 5 - 1936 Ford Pumper

The Village of Southwest Fargo Volunteer Fire Department was incorporated on September 14th, 1940 and served both the Village of Southwest Fargo and the Village of West Fargo until the merger of the two villages in 1989. Because of the unique situation of providing services to two closely tied communities, with no incorporated city government to report to, the department was organized as a private fire department which contracted to each city.

Located at the corner of 1st St and 1st Ave in West Fargo, a two-stall wooden garage was donated, along with a used 1936 Ford Pumper. That station stood until 1950, when a more modern brick and motor building of the same dimensions was built on the site. Several additions were made to the station in 1966, 1979, 1992, and 2000 to expand the size and capabilities of the department. The station still stands today, serving as the fire station for the West Fargo Rural Fire Department.



Figure 6 - Demonstration at Armour Packing Plant

In 1973, the department hired the first career employees; Fire Chief Roger Olson and Fire Inspector Herb Foley. The department continued as an independent fire company though the next forty-four years with just a few career employees and around forty volunteer firefighters.

In 2015, the department began a phased transition to a municipal fire department serving the City of West Fargo. The rural response area was transferred to the West Fargo Rural Fire Department. The transition was

complete in 2020 and resulted in the City of West Fargo Fire Department taking responsibility for the City of West Fargo and the West Fargo Rural Fire Department taking responsibility for all fire and rescue needs for the rural townships around Fargo and West Fargo.

Department Overview

Today, the department is an all hazards, career department with 61 paid employees (39 full-time and 22 part-time) across five divisions. The Chief of the Department runs the Administration Division and oversees the entire department. The other four divisions are; Community Risk Reduction, Operations, Professional Standards and Emergency Management.

The Community Risk Reduction Division (CRR) is led by a Deputy Chief, who reports to the Chief of the Department. The CRR team combines fire code enforcement, plans review, and arson investigation with proactive fire and life safety education, in home risk reduction assessments, workplace safety training, and vulnerable adult reporting. The division also manages the Juvenile Fire Setter Program and Cardiac Ready Community Program.

The Operations Division (OPS) is led by a Deputy Chief, who reports to the Chief of the Department. The OPS team works 24 hours on/ 48 hours off, regardless of schedule (full-time or part-time) and staffs nine firefighters in the stations 24 hours a day. The part-time firefighters are required to work 12 hours a month in the station, are eligible to fill-in for scheduled shift openings, and staff additional apparatus on-call as needed. The OPS team provides the following core emergency services to the public:

- Fire Suppression
- Basic Life Support Emergency Medical Services (non-transport)
- Vehicle and Machinery Extrication
- Trench and Collapse Rescue
- Water and Ice Rescue
- Confined Space Rescue
- Hazardous Materials Response

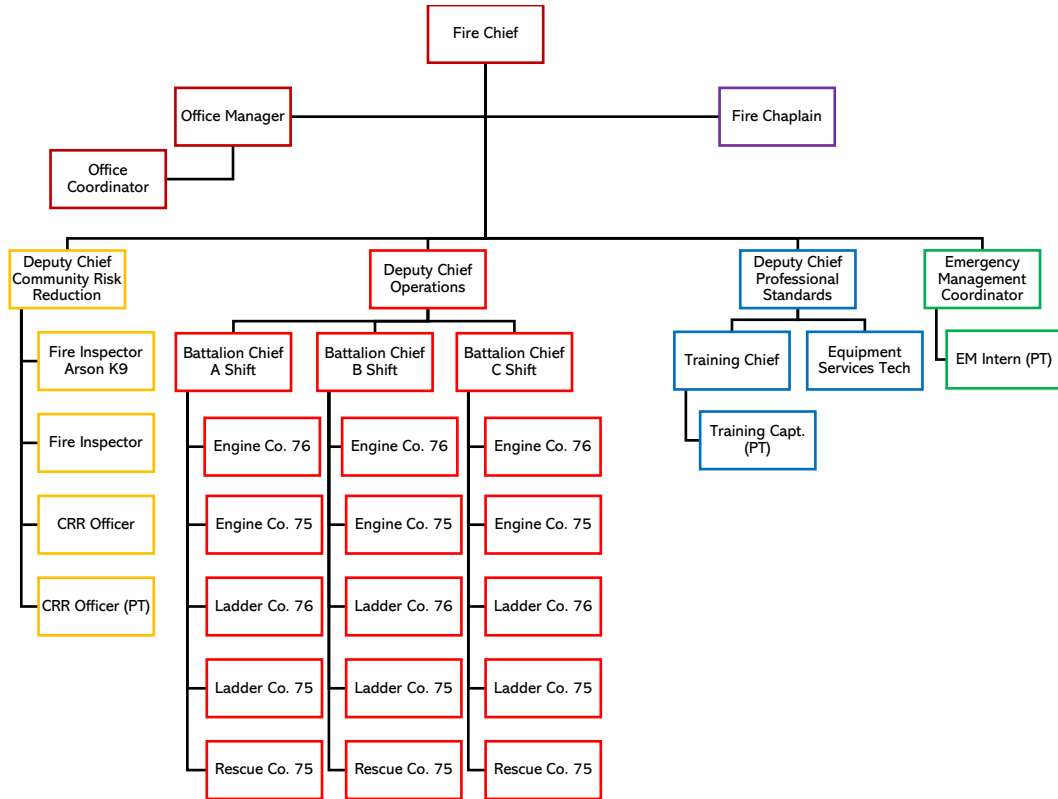


Figure 7 - Engine Co. 75

The OPS team also provides proactive resource staging for large scale public events with the bicycle EMS team and provides pilots for the department and regional Unmanned Aerial Systems (UAS) Teams.

The Professional Standards Division (PSD) is led by a Deputy Chief, who reports to the Chief of the Department. The PSD team has several different responsibilities that span all the other divisions. Department training, accreditation, equipment services, equipment procurement and inventory management, and

communications are all areas the PSD team is responsible for.

The Emergency Management Division has a single full-time employee, the Emergency Preparedness Coordinator, who is a non-sworn civilian reporting to the Chief of the Department. The division utilizes a whole community readiness and resiliency model and is responsible for all plans, programs and resources involving the five phases of emergency management; Prevention, Mitigation, Preparedness, Response, and Recovery.

Calls to 9-1-1 are answered at the Public Service Answering Point (PSAP) by the Red River Regional Dispatch Center (RRRDC) which is multi-agency center operated on a consortium basis involving the public safety departments in the Cities of West Fargo, Fargo, and Moorhead, along with rural agencies in Cass County and Clay County. The RRRDC is unique because the center operates between two counties, two states, and two regions of the Federal Emergency Management Agency (FEMA).

Advanced Life Support Emergency Medical Services transport is provided by Sanford Ambulance, a hospital owned and community-based agency that operates independently from the city. The services derive its authority to operate from the State of North Dakota, however no contract or performance measures exist between the City of West Fargo and Sanford Ambulance.

The department delivers fire, emergency medical services, and other emergency response services from two fire stations in the city.

The Headquarters Fire Station will open in July of 2023. This new, state of the art fire station took five years to complete, from concept to completion. The building was first identified as a need in 2018, when it was discovered that the Central Station would not be a suitable building to retrofit for full time firefighters, and that there was not enough room for projected full-time day staff. The new building will house 14 daytime office staff and nine 24-hour operations staff each day, and will replace the Central Station.

The Central Fire Station was opened in 1940, rebuilt in 1950 and added onto six times over the past eight decades. The Headquarters Station will replace the Central Station in the summer of 2023. The station does not have a twenty-four-hour staffed fire company, but rather has a ladder company, squad company, and engine company that is only staffed when call volumes merit. On any given day, those companies are staffed by part time firefighters who respond when a first alarm call is received or when all on duty full time fire companies are committed to emergency calls. The Central Station houses the Administrative, Operations, Risk Reduction and Professional Standards Divisions.

The Southside Fire Station was opened in 2011 in the southern part of the city. At the time of construction, the station was a stand-alone building in a field. Today, it is nestled in one of the busiest sections of the city, surrounded by six and seven story mixed use buildings and a large community area. An engine company, rescue company and the on-duty battalion chief are the staffed fire companies at the station. A ladder company is unstaffed and is staffed when call volumes merit. Overall, the department operates ten pieces of response apparatus and eight staff and administration cars.

The West Fargo Fire Department employs a total of 61 employees; 39 fulltime employees and 22 part time employees. Employees are staffed in the five separate divisions of the department.

The department is organized in a typical top down hierarchy structure, both overall and within specific divisions of the department. Within the five divisions, both fulltime and part-time employees are intermixed to create a structure that is resilient and cost effective for a city of the size of West Fargo.

All Deputy Chiefs, along with the Chief of the Department, Office Manager, and Emergency Preparedness Coordinator, form the Command Staff of the department. This is the department's primary management team and is responsible for all activities, plans and programs.



Figure 8 - CRR Officer Travis Olson participating in Community Engagement

All firefighters, regardless of schedule, are hired with the same entry level tests, are paid to the same grade in the city pay plan, and are required the same training and certifications. The department has adopted a policy that requires all employees to gain certification from a nationally recognized agency, such as the International Code Council, International Arson Investigators, Pro-Board, and the National Registry of Emergency Medical Technicians for all positions within the department.

Department Growth

The department has seen tremendous growth over the last six years, due to service demands and call volumes. As the city has grown, call volume has also increased. In 2017, the department began a three-year transition period, moving from a majority volunteer fire department serving a conglomerated city and rural area, to a majority career fire department serving within the city of West Fargo city limits.

During this period, call volumes increased on two fronts; first because the population

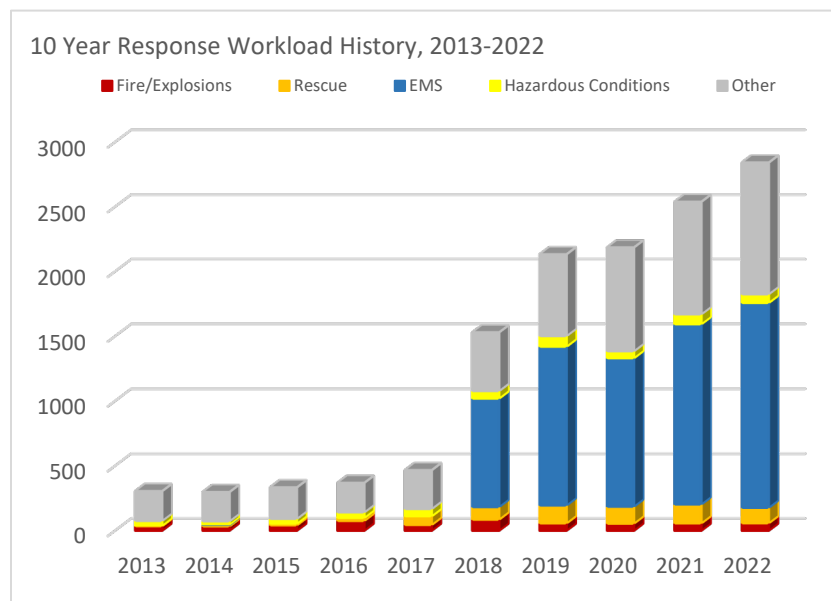


Table 1 - 10 Year Response Workload History

increase pushed fire calls up, and second, because the department began to respond to all calls, including those call types not previously responded too such as motor vehicle accidents, emergency medical calls and service calls.

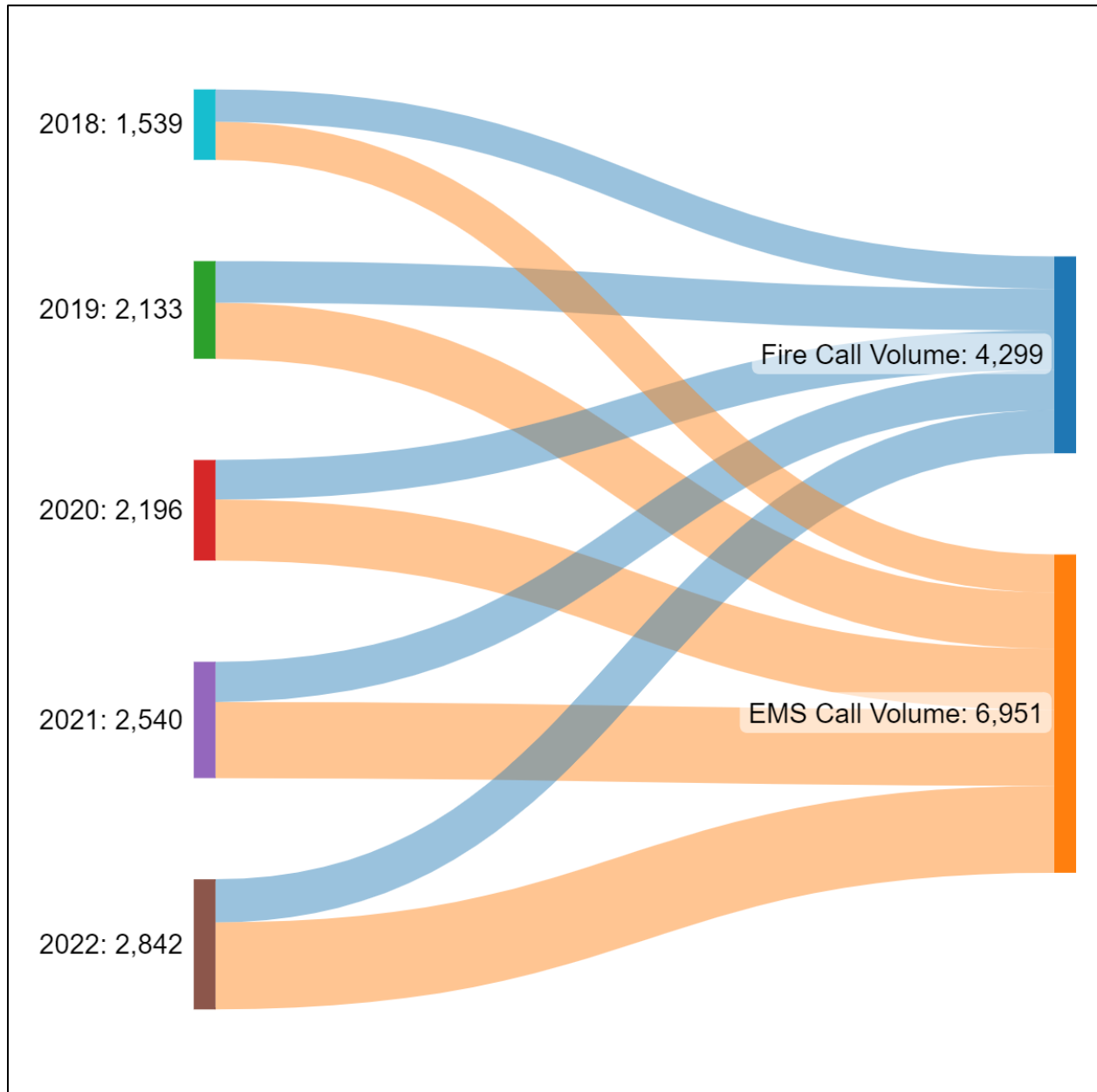


Table 2 - 2018-2022 Fire vs EMS Calls

In response to the increased call volumes, the department began to staff one station with three firefighters on a day schedule. By 2018, an additional full-time firefighter was added to each shift to make four firefighters on shift, 24 hours a day. In 2021, shifts were increased to five firefighters per shift. In 2023, a Battalion Chief and three firefighters were added to each shift for a total strength of nine fulltime firefighters per shift, with an additional five part-time firefighters per shift, for a total of fourteen firefighters per shift each day.

Community Risk Reduction (CRR), Administration, Emergency Management, and Professional Standards are divisions that were added to the department since 2017 as well. CRR employs four full-time employees and one part time employee, Administration employs three full employees, Professional Standards employs three full time and one part time employee and Emergency Management employs one full time employee. Combined, all divisions other than Operations employs eleven full time employees and two part time employees.



Figure 9 - Fire HQ Groundbreaking May 2022

COMMUNITY STAKEHOLDER FEEDBACK PROCESS

Overview

On August 16th, 2022 the department held a Public Stakeholder Feedback Session in the Lt. Adam Gustafson Training Room East, at West Fargo City Hall. A brief presentation about the department, growth, current demands, forecasted demands, and service gaps was presented to the group in attendance. After the presentation, the group was asked to rank fire department services, and provide feedback on what the department is doing well and what the department can improve upon.

Community Stakeholders

Senator Judy Lee

North Dakota Senate District 13

Derek Johnson

Cass County Housing Authority

Representative Austen Schauer

North Dakota House District 13

Alexandria Juve

ND Autism Center

Representative Elect Jim Jonas

North Dakota House District 13

Chris Heise

West Fargo Park Board

Mr. Frank Lenzmeier

West Fargo City Commissioner (ret)

Chief Jeff Wallin

City of Moorhead Fire Department

Commission President Bernie Dardis

City of West Fargo

Mike Amundson

Director of West Fargo Events

Commissioner Brad Olson

City of West Fargo

Mary Phillippi

Director of Red River Regional Dispatch Center

Commissioner Roben Andersen

City of West Fargo

Chief Steve Baron

West Fargo Rural Fire Department

Sam Goetzinger,

West Fargo Resident

Mark Thiede

R.L. Engerbretson

Melissa Richard

City of West Fargo

Group Findings

After the presentation, the group was asked to provide written feedback regarding their thoughts and opinions on the department's current operations and performance. The feedback was collected and analyzed for trends and to calculate priority of services.

Exercise 1: Priority of Services

Participants were asked to rate eight services the department provides. These aren't all the services the department provides, but the eight most common and impactful, which reside in four of the five divisions of the fire department. Most internally focused services, such as training, were excluded simply because those services would be touched during the internal stakeholder meeting.

- Arson Investigations
- Community Risk Reduction
- Fire Suppression
- Emergency Medical Services
- Public Education
- Rescue Services
- Hazardous Materials
- Emergency Management/Domestic Preparedness

Participants were asked to simply rank from one to eight, the importance of the services provided. The resulting ratings were tabulated, with the lowest raw scores being the most important or highest priority. Conversely, the highest raw scores were the lowest priority services.

Raw Score	Final Rank	Service
40	1	Fire Suppression
42	2	Emergency Medical Services
46	3	Community Risk Reduction
61	4	Rescue Services
74	5	Public Education
74	6	Emergency Management/Domestic Preparedness
92	7	Hazardous Materials
111	8	Arson Investigation

Exercise 2: What needs to change?

The group was posed the question "what needs to change?" in regards to the department and what they had learned about the department. Responses are listed below in no particular order.

- Keep up the good work. You're doing great.
- Bouncy house for education
- Manpower to cover calls and events
- Coverage to shorten travel times
- I have not been in the community long enough to say anything needs to be changed. I have been very impressed with what I have seen around town so far
- It would be great to offer some collaborative training between building managers/apartment managers and maintenance regarding alarm systems, suppression systems, etc. People are constantly changing, but the WFFD knows the buildings better than management

- It sounds like you all need more support across the board - the last thing we want is strong workers unsupported with work as crucial as this
- possible to build a training center in WF? Possible to have the ANG assist with major calls? Public speaking - WF VFW, WFEC, RRVF, Lions, Schools, Parks. Rural WF, possible to get Cass County SO to respond
- An increase in full time firefighters
- Fill the gap created by inadequate staffing for simultaneous calls
- Work towards meeting NFPA staffing and response time goals, turnout, travel, and ability to assemble the ERF
- More staff/equipment
- More education
- Continue to grow appropriately with the city growth both population and span of services
- The possibility of more stations to better cover the areas of the city that are needed
- Making sure all events going on in the city are covered for protection
- I have no recommendations, because the services which you provide so efficiently are best evaluated by the department people who do the work

Exercise 3: What we are doing right

The group was posed the question “what are we doing right?” as a change to give positive feedback to the department. Responses are listed below in no particular order.

- Focus on proactive community risk reduction
- Level of service and care provided during and after a medical emergency
- Reaching out to community
- Training and planning
- We at WDAY really appreciate your willingness to be open and accommodating to our team. It makes our job easier and helps West Fargo stay informed. Thank you
- Courtesy, respect, and compassion for residents when attending to calls. Fantastic training on the "soft" skills
- This strategic plan is clear and comprehensive - I love that while we "catch up" we are also looking ahead and anticipating needs
- Cutting down the medical calls - the follow up is great! This meeting - great! Keep tracking data to better prepare for the future. Keep doing business checkups.
- Community visibility is outstanding. Your service to the community is greatly appreciated
- Continue data-based decision making
- Continue seeking creative ways to provide services
- Review and share performance & goals with stakeholders
- Planning, education, cooperation between cities
- The dept seems to be very proactive with planning and prevention across the wide array of associated tasks and issues
- Looking forward to future and finding best practices to address needs.
- West Fargo is progressive

- Informing the public as to the events and needs of the city
- So much progress has been made in these years of tremendous growth!
- How about telling people about it? Let the public in on the well-kept secrets of our police and fire departments, excellence and future planning!

Final Comments

This public outreach was the first attempt of the department to bring in a cross section of the community together to inform and solicit feedback on the department. It was successful and the resulting feedback will go far in forming the priorities of the department for the next five years. The most common comments about what the department needs to change relate to increasing staffing and stations to reduce response time and make sure the department has resilient staffing to handle to multiple calls that occur with regular frequency. Planning, communications, and community engagement were the most common topics that participants reported the department was doing well with.



Figure 10 - Crews on scene of a garbage truck fire 2022

INTERNAL STAKEHOLDER FEEDBACK PROCESS

Overview

The internal stakeholders group met on December 1st, 2022 and conducted a mission statement and Strengths, Weakness, Challenges, and Opportunity (SWOC) assessment. The results were used to spark discussion amongst the group on where the department excels and where we fall short. The results were also categorized as technical and adaptive challenges. Technical challenges are those where money, time or policy can fix the issue. Adaptive challenges are those where hearts and minds need to be changed.

Internal Stakeholders

Chief Dan Fuller	Firefighter Charlie McCann
Deputy Chief Dell Sprecher	Firefighter Kenneth Miller
Deputy Chief Tom Clark	Fire Investigator John Neeb
Deputy Chief Kendel Frost	Firefighter Marin O'Bryant
Emergency Manager Pierre Freeman	Firefighter Mike Obach
Office Manager Tina Wagner	Community Risk Reduction Officer Travis Olson
Training Chief Matt Berg	Equipment Services Tech Dave Sapp
Battalion Chief Joey Porter	Firefighter Alysa Thiefschafer
Battalion Chief Steve Baron	Firefighter Darin Underhill
Battalion Chief Jason Carriveau	Firefighter Morgan Ventin
Battalion Chief Levi Nesvold	Firefighter Nick Wavra
Firefighter Joe Johnson	Firefighter Julie West
Firefighter Kristopher Karls	

Group Findings

The internal stakeholder group participated in a guided discussion that included a vision and mission statement exercise, and a Strengths Weakness Opportunity and Challenges (SWOC) exercise. The feedback and discussion were recorded and compiled into lists that were used to formulate the departments Commitments to the Community.

Exercise 1: Mission & Vision

The group was asked to identify our shared outcomes, if success could be guaranteed. The results were tabulated and used to format the vision statement. If we are to be successful, we should have these outcomes.

Outcomes

Budget approval	Efficiency	Longevity of employees
Community buy in	Employee wellness	NFPA compliance
Community trust	Life safety	Operational proficiency

Preparedness
Safer Community

Life safety
Property conservation

Immediately after that discussion, the group was asked three questions: What we do, why we do it, and for whom we do it for. The results were collected and discussed. Common themes and answers were identified and discussed. The most common answers are listed first, and the standout singular, unique answers are listed after the common ones. One question, “why we do it” didn’t produce a specific pattern of duplicate answers, but the answers given were general in the same theme of service to the community.

What We Do

Respond
Safety

Professional
Answer Calls

Be Vigilant
Stand Ready

Why

It is expected
Our mission
Be prepared
Build a safer community
Commitment

Community buy in
Educate
The right thing to do
Our duty
Prevent emergencies

Prevent loss of life and
property
Public well being
Save lives
Service

Who

Community
Culture
Economy
Environment

Vulnerable
Family
Friends
Needy

Life
Visitors

Exercise 2: SWOC Analysis

The groups were asked to identify Strengths, Weaknesses, Opportunities, and Challenges without any further limitations on the topic or subject. Each group presented a list of topics and they were discussed for clarification when requested.

Strengths

Adaptability
Adaptive
Apparatus & equipment
Camaraderie
Collaboration
Community Engagement
Community engagement
Community Service
Community support

Diverse
Education
Elected official support
Equipment
Equipment/innovation
Facilities
Growth
Innovative
Integrity

Leadership
Leadership
Motivated
Operations
Outreach
Prevention
Progressive
Progressive

City of West Fargo Fire Department 2023-2028 Strategic Plan

Public education and outreach
Quality leaders and supervisors

Teamwork
Tina Wagner
Training
Training

Well trained
Willingness to Learn

Weaknesses

Accountability in general
Budget
Communication
Communication
Consistent POC Response
Coverage
Diversity
Employee retention
Experience level
Experience only in this department
Experience

Experience
Generational differences
Involvement in events (staffing)
Lack of Diversity
Lack of repercussions for lack of commitment
Large Scale Incidents
Micromanagement
No mandated physical fitness on shift
No mentorship programs

No physical fitness standard
Position overreach
Recruitment
Retirements
Traffic
Trust - positional
Understaffed
Young department
Young staff

Opportunity

Advancement Opportunity
Career advancement
Career growth
Coop with other cities
Cooperative with other departments
Create new programs
Creating a different type of fire department
Develop internal fitness program
EMS transport
EMS transport/ambulance

Equipment
Evolution of the department
Expand EMS to include transport
Growth
Heath Alliance
Instead of settling, we act to be better, develop new ways to better our community
Leadership
Leadership transitions
Leadership/CO development
Learning opportunity

Mandatory in station wellness
Regional training collaboration
Specialty Training
Staffing
Cooperative agreement with Fargo
To be Unique
Training
Training Grounds
Working with new apparatus and equipment

Challenges

Adequate coverage
Aging community over 65
Budget
change in general
City growth timelines
Communication
Communication
Communications
Communications

Experience
Facilities - adding new
Facilities (adding)
Finances
Future growth
Growing pains (stations, crews)
Growing population
Growing population

In house leadership transitions
Inclusive culture, diversity
Inexperience in CO ranks
Maintain public and elected official support
Mentorship
Operational changes (dept)
Response Times

Staffing
Staffing

staffing
Young/experience

Final Comments

This internal stakeholder meeting was very successful in that all divisions within the department were represented, and good cross section of employees were also represented. The diverse viewpoints contributed to a more in-depth conversation regarding the SWOC exercise, and should result in a wide buy in of the results.



Figure 11 - Fire Truck Drive-by during COVID Restrictions, 2019

DEPARTMENT MISSION STATEMENT

Mission Statement

The mission of the West Fargo Fire Department is to manage community risk, improve quality of life, and protect lives and property from fires, natural disasters, medical emergencies, and hazardous material incidents within the City of West Fargo



Figure 12 - Vehicle Extrication Training - 2022

COMMITMENTS TO THE COMMUNITY

Overview

The following Commitments to the Community are based on the external stakeholder's priority list and comments, and fine-tuned by our internal stakeholders SWOC exercise. Each commitment states an overarching goal, then specifically a strategy to achieve the goal. Under each strategy, a list of tactics, a timeline, a champion and a fiscal note is attached.



Figure 13 - Fourth of July, 2020 Public Outreach

Commitment # 1	To increase the survivability of sudden cardiac arrest, stroke, trauma, and preventable loss of life in the City of West Fargo	
Objective 1A	Reduce the public access time to advanced life support services	
CRITICAL WORK PLAN		
Timeframe: Complete ordinance by end of 2023 Establish 24-36 months of data regarding response time by 2026 Include Sanford Ambulance in growth planning		Associated Costs: Staff Time
Champions: Fire Chief, Deputy Chiefs, City Administrator, City Attorney		
Critical Tasks	i. Establish city ordinance for ambulance operations in the city, including reporting requirements, agreement required with the City Commission, and the provision that the city may elect to provide ambulance ii. Complete an assessment of future EMS workload given the growth of the City of West Fargo and identify the implications for delivery of ALS services to the community iii. Integrate Community Risk Reduction principles and programs with the EMS system	
Objective 1B	Increase the availability of Automated External Defibrillators (AED) in public spaces, apartments, and workplaces	
TIMELY OPPORTUNITY		
Timeframe: Identify locations end of 2024 Identify community grant programs by the end of 2024 Work towards implementing AED locations through 2026		Associated Costs: Staff Time Grant matches, if required
Champions: Deputy Chief of Community Risk Reduction		
Critical Tasks	i. Work with the West Fargo Public Schools and West Fargo Parks to identify current AED locations ii. Work with grant providers to identify funds to place AEDS in public, non-government locations iii. Fund a program to add AEDs to public use areas	
Objective 1C	Increase the number of residents of West Fargo trained in Cardio-Pulmonary Resuscitation (CPR)	
STRATEGIC WORK PLAN		
Timeframe: Complete by 2025		Associated Costs: Staff Time
Champions: Deputy Chief of Community Risk Reduction		

Critical Tasks	i. Work with partner agencies to identify opportunity to provide public hands only CPR education in public settings ii. Work to develop a CPR training program at the department iii. Become a provider of American Heart Association Basic Life Support CPR certifications and establish the program as a revenue source for the department
----------------	--

Commitment # 2	To limit the loss of life and property from fire and natural disaster in the City of West Fargo	
Objective 2A	Increase staffing per shift to recommended National Fire Protection Association 1710 Standard for the Delivery of Fire, Emergency and Special Operation Services to the Public by Career Fire Departments	
CRITICAL WORK PLAN		
Timeframe: Annually, ongoing		Associated Costs: \$72,000 per FF annually \$81,186 per Capt. annually
Champions: Fire Chief, Deputy Chiefs		
Critical Tasks	i. Utilizing the Community Risk Assessment and Standards of Cover to determine staffing for each planning zone based on hazards ii. Combine each zone recommended staffing to determine shift strength of 15 firefighters on duty iii. Adjust for gaps with on call staff and mutual aid departments	
Objective 2B	Increase first due reliability of 70% or better within Planning Zones One through Four	
CRITICAL WORK PLAN		
Timeframe: Annually review zone reliability		Associated Costs: Staff Time Grant matches, if required
Champions: Fire Chief, Deputy Chiefs		
Critical Tasks	i. Monitor the annual first due reliably for each planning zone ii. Adjust the staffing levels based on the first due reliability iii. Utilize EMS squads with odd numbered crews to increase resource availability	

Objective 2C	Plan for new fire station locations based on reliability, call volume and response time analysis	
CRITICAL WORK PLAN		
Timeframe: Annual review of station reliability		Associated Costs: Design of new stations Construction of new stations at \$450 - \$500 per square foot
Champions: Fire Chief, Deputy Chiefs		
Critical Tasks	i. Continue with The Wilds Fire Station Project to address reliability in Planning Zone 4 ii. Begin the process of securing land for a fire station along the border of Planning Zone 2 and Planning Zone 5 address gaps in response time and station reliability iii. Identify an area for a fourth fire station along or north of 12th Ave NW	
Objective 2E	Update the City Emergency Operations Center (EOC)	
STRATEGIC WORK PLAN		
Timeframe: Identify key personnel by the end of 2023 Establish a training program for key positions by the end of 2024		Associated Costs: Equipment, remote and in person training programs
Champions: Fire Chief, Emergency Manager		
Critical Tasks	i. Identify Section Chiefs and alternates for each position ii. Secure training for Section Chiefs and alternates iii. Exercise the EOC once a quarter and annually	
Objective 2F	Rewrite the fire department recruitment plan based on new trends in the fire service and changes in our organization	
STRATEGIC WORK PLAN		
Timeframe: Establish new program by July 2024 Review effectiveness by the end of year 2025 Adjust and proceed in early 2026		Associated Costs: Staff time Cost for a recruitment program and targeted advertising
Champions: Fire Chief, Deputy Fire Chiefs		
Critical Tasks	i. Review past recruitment programs, research current trends in firefighter recruitment, and establish a written program ii. Review entry requirements for recruitment specific to college credit hours iii. Acknowledge the competitiveness in the region (ND and MN) and adjust strategies to try to increase our exposure to talented prospective employees	

Commitment # 3	To actively reduce the number of non-acute emergency calls and increase the quality of life of the residents of the City of West Fargo	
Objective 3A	Utilize and fully implement the Community Health Alliance model	
STRATEGIC WORK PLAN		
Timeframe: 2023 – secure grant funding 2024 – begin hiring 2027 – establish revenue streams to make the program self-sustainable		Associated Costs: Case Manager \$104,960 Community Health Worker \$72,000 Van \$65,000 SUV - \$35,000
Champions: Fire Chief, Deputy Chief of Community Risk Reduction		
Critical Tasks	i. Apply for a grant or multiple grants to provide for cost of operating the program for three years ii. Recruit and hire a Case Manager/LSCW to manage the program and open cases iii. Recruit and hire one full-time and one part-time Community Health Worker to provide services to the community iv. Fully implement the system, to include establishing sources of revenue that will make the program self-sustainable	

Commitment # 4	To improve workplace safety, mental health, and cancer reduction efforts for the employees of the City of West Fargo Fire Department	
Objective 4A	Continue cardiac and cancer screenings through the fire department designated medical provider	
CRITICAL WORK PLAN		
Timeframe: Annually	Associated Costs: Cardiac Screen - \$900 per employee Annual physical and cancer screen - \$700 per employee	
Champions: Fire Chief, Deputy Chiefs		
Critical Tasks	i. Compare policy with NFPA Health and Safety Standards and industry best practice ii. Budget annually for estimated costs for cardiac screens and cancer/annual physicals iii. Review recommended changes to the cardiac and cancer screens annually	
Objective 4B	Annually review the policy for fireground rehab and reporting exposures through the Record Management System	
CRITICAL WORK PLAN		
Timeframe: Annually	Associated Costs: Staff time, associated equipment <5,000	
Champions: Fire Chief, Deputy Chiefs		
Critical Tasks	i. Track each and every fireground exposure through the RMS system for ease of reporting department wide statistics ii. Track all fire department employees who receive fireground rehab, including certain information regarding recovering blood pressure, oxygen saturations, and monitoring for carbon monoxide poisoning iii. Secure exposure and rehab information in the employee's confidential health and wellness file with city safety office	

Objective 4C	Provide policy and support that reinforces firefighters should maintain a tobacco free lifestyle
CRITICAL WORK PLAN	
Timeframe: Annually	Associated Costs: Staff time
Champions: Fire Chief, Deputy Chiefs	
Critical Tasks	i. Review the policy for tobacco use off duty for firefighters ii. Provide tobacco cessation programs for firefighters to help quit tobacco iii. Provide information in recruiting that explains firefighters shall be tobacco free upon hire and maintain a tobacco free lifestyle iv. Provide annual certification forms to department designed medical provider to have employees certify they are tobacco free for the prior year
Objective 4D	Support firefighter mental health through annual screenings and building upon established programs
CRITICAL WORK PLAN	
Timeframe: Annually	Associated Costs: Staffing, training programs, professional association memberships \$25k annual appropriation
Champions: Fire Chief, Deputy Chiefs	
Critical Tasks	i. Continue to fund and provide training for the fire department PACT Team and the fire department Chaplaincy Program ii. Continue annual PTS screens at the annual physical iii. Provide an annual one-hour counseling session with a mental health provider each employee iv. Partner with fire service programs that research post-traumatic stress and moral injury programs

Commitment # 5		To increase the effectiveness of firefighter and emergency medical training to supplant operational experiences	
Objective 5A		Provide a training program to improve and standardize first arriving fire company tactics	
STRATEGIC WORK PLAN			
Timeframe: Research in 2023 Implement in 2024 budget cycle Review and adjust in 2025		Associated Costs: Staff time Training equipment, >\$5,000	
Champions: Fire Chief, Deputy Chiefs, Training Chief			
Critical Tasks	i. Review operations, standard operating guidelines and policy ii. Research best practices and other existing training programs for first due company tactics iii. Create a committee to review existing programs and adopt a new training program for the department iv. Review the task list after one consecutive year for outcomes and adaptations needed		
Objective 5B		Continue the use of Blue Card Incident Command Training System	
CRITICAL WORK PLAN			
Timeframe: Annually		Associated Costs: Staff time, training program costs	
Champions: Fire Chief, Deputy Chiefs			
Critical Tasks	i. Identify local source or grant funding for a Command Training Center at Fire Headquarters ii. Provide for three to six train the trainers to assist in getting the entire department to complete Blue-Card Certifications iii. Review operations, standard operating guidelines, and policy to ensure internal documents are in line with program directives		

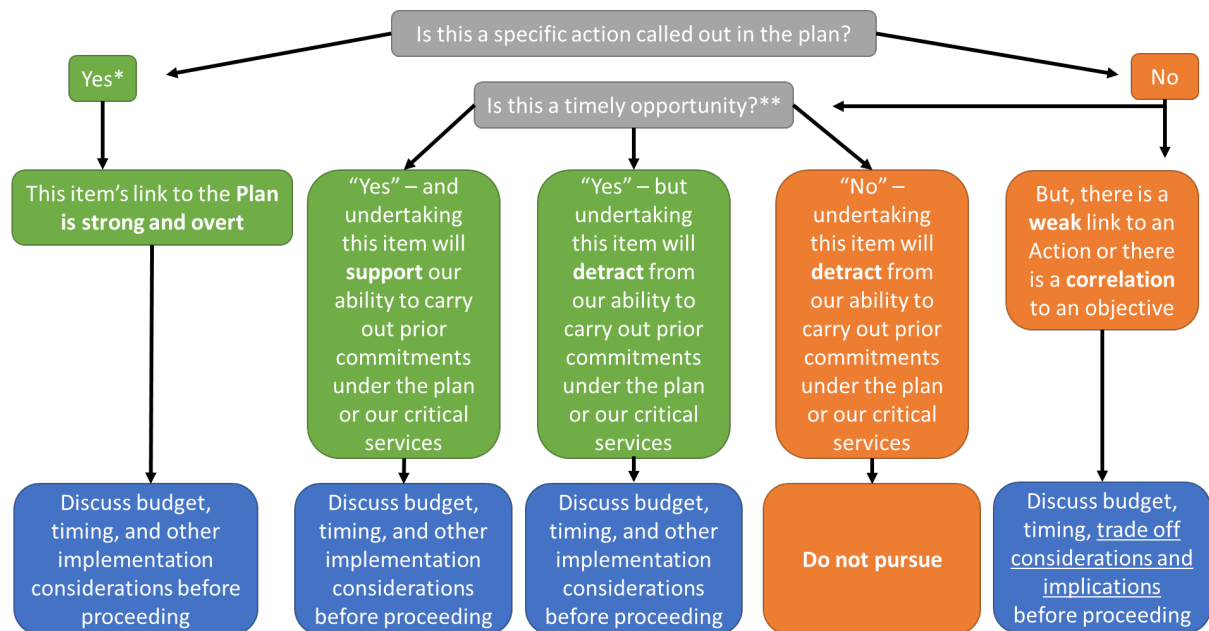
Objective 5C	Provide focused, repetitive training for first due company officers for low frequency/high risk events using a task book system
CRITICAL WORK PLAN	
Timeframe: Annually	Associated Costs: Staff time
Champions: Fire Chief, Deputy Chiefs	
Critical Tasks	i. First due/IC for hazmat ii. First due/IC for natural disasters iii. First due/IC for ASHER events
Objective 5D	Continue planning for a Joint Training Center with Fargo Fire
STRATEGIC WORK PLAN	
Timeframe: Annually	Associated Costs: Staff time, grant writer
Champions: Fire Chief, Deputy Chiefs	
Critical Tasks	i. Locate and secure land that is workable for both fire departments ii. Design a sustainable and affordable campus for the program iii. Determine the funding model that is sustainable, reasonable, and equal iv. Find grant sources to include federal, state, and industry sources

Objective 5E	Investigate the use of Augmented Reality, Virtual Reality, and High Fidelity for fire and EMS training
TIMELY OPPORTUNITY	
Timeframe: Annually	Associated Costs: Staff time
Champions: Fire Chief, Deputy Chiefs	
Critical Tasks	i. Form a committee, to be headed under the Training Division, to investigate the use of AR, VR and HF training in the fire and emergency services fields ii. Reach out to other departments and agencies for using this type of technology for training systems iii. Reach out to suppliers of these systems for demos to evaluate the effectiveness of this technology

DECISION MAKING MATRIX

Decision Making Matrix

The Decision-Making Matrix provides a guideline for making decisions on budgetary items that are not contained within the strategic plan. A two-fold benefit is seen from utilizing this matrix. First, it provides a pathway for timely opportunities to become reality. Second, it protects the priorities of the plan by making sure resources (staff time and funding) are devoted to established, researched, and vetted projects.



ACKNOWLEDGEMENT AND CLOSING REMARKS

In closing, we'd like to thank our community here in West Fargo. Without the support of the whole community, the department would not have been able to achieve such a tremendous change in the way we provide services to the city. The benefits are obvious; we are getting the right people, the right resources, at the right speed to those in our community who need help. This formula results in a reduction in fire loss, reduction of injury and death due to fire, an increased resiliency of our community, a reduction of insurance costs, and increasing the efficiency of our emergency response



WEST FARGO FIRE DEPARTMENT

2023-2028 Strategic Plan Presentation



What is a Strategic Plan?



WEST FARGO FIRE DEPARTMENT



Leadership Team



WEST FARGO FIRE DEPARTMENT



Accreditation Team



WEST FARGO FIRE DEPARTMENT



Work Plans

- Identify budget items to these three plans
- Presented in order of importance
 - Strike a balance
 - Timing
 - Cost
 - Expediency

Critical Services Work Plan

- Critical City Functions
- Essential to Health, Welfare, and Public Safety
- Mandated
- Timing: Always important

Strategic Work Plan

- Identified through the Strategic Planning Process
- Selected by annual Commission-Staff Prioritization
- Timing: Next 5 years

Timely Opportunities

- A few modest opportunities; nice to have, easy wins
- Only consider after screening; evaluate impact on critical services and strategic services
- Timing: Important now

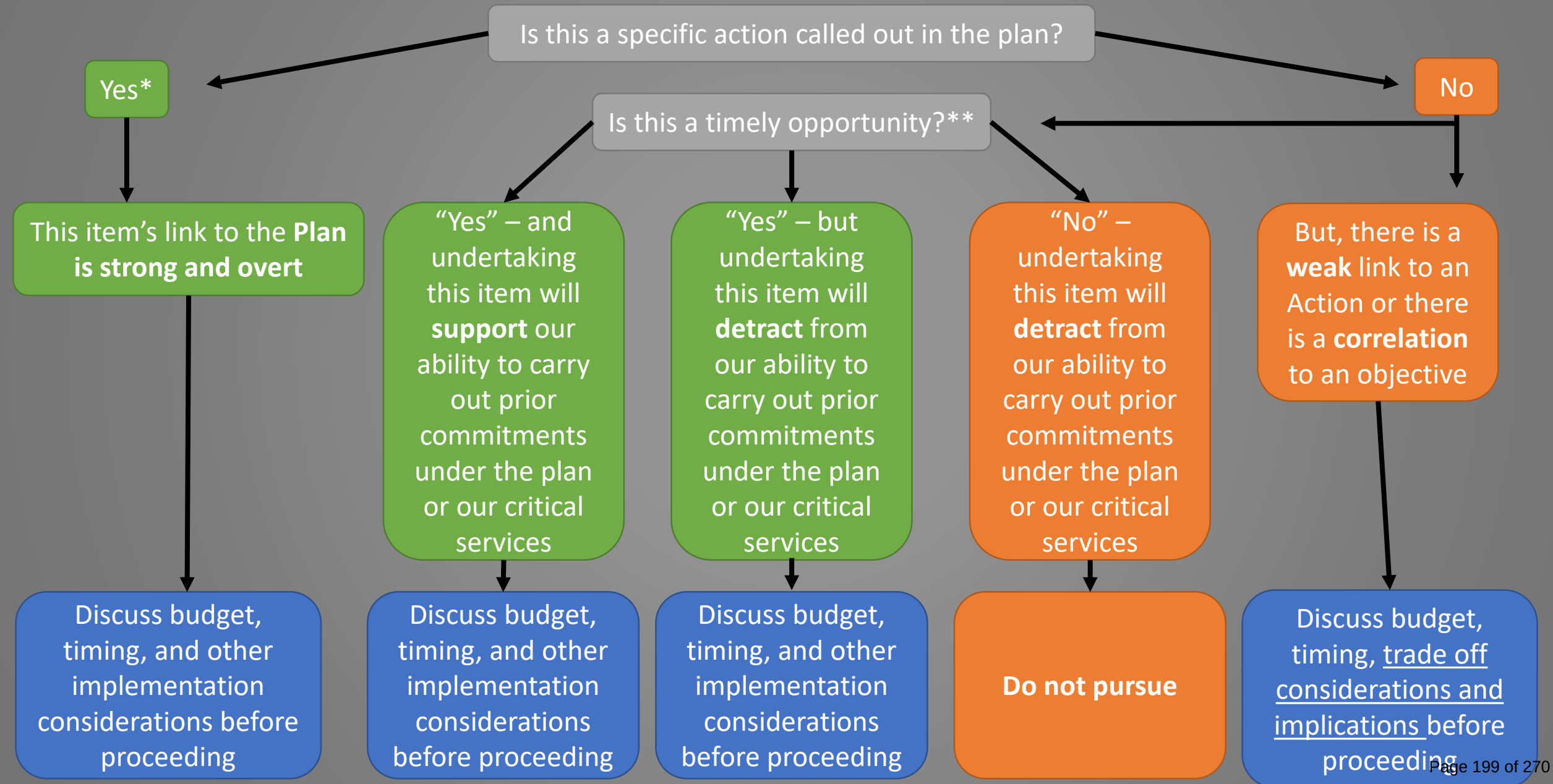
How is the plan refreshed each year?



WEST FARGO FIRE DEPARTMENT



Decision Matrix included in all the plan



Sections of the plan

- The Fire Department and The Community
- Community Stakeholder Feedback
- Internal Stakeholder Feedback
- Commitments to the Community



WEST FARGO FIRE DEPARTMENT



The Fire Department and The Community

- History of City and Department
- Department Overview
 - Organization
 - Growth



WEST FARGO FIRE DEPARTMENT



Community Stakeholder Process

- 17 Community Stakeholders were gathered
- Received a brief explanation of the Standards of Cover and Community Risk Assessment
- Asked to priority rank services
- Asked to identify what we are doing well and where we can improve

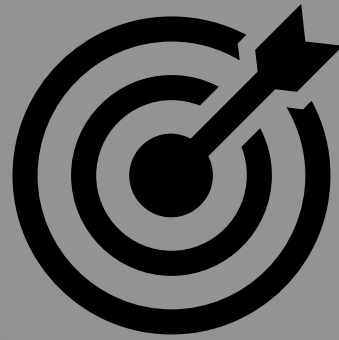


WEST FARGO FIRE DEPARTMENT



Internal Stakeholder Process

- 25 Internal Stakeholders were gathered
- Mission Statement Exercise
- Strengths, Weakness, Opportunity, Challenges exercise
- Used to set Commitments



WEST FARGO FIRE DEPARTMENT



Mission Statement

- “What we do, why we do it, and for who we do it for”

“The mission of the West Fargo Fire Department is to manage community risk, improve quality of life, and protect lives and property from fires, natural disasters, medical emergencies, and hazardous material incidents within the City of West Fargo”

WEST FARGO FIRE DEPARTMENT



Commitment the Community #1

To increase the survivability of sudden cardiac arrest, stroke, trauma, and preventable loss of life in the City of West Fargo

Objective 1A, Critical Work Plan: Reduce the Public Access Time to Advanced Life Support Services

Objective 1B, Timely Opportunity: Increase the availability of Automated External Defibrillators in public spaces, apartments, and workplaces

Objective 1C, Strategic Work Plan: Increase the number of residents of West Fargo trained in Cardio-Pulmonary Resuscitation (CPR)

WEST FARGO FIRE DEPARTMENT



Commitment the Community #2

To limit the loss of life and property from fire and natural disaster in the City of West Fargo

Objective 2A, Critical Work Plan: Increase staffing per shift to recommended National Fire Protection Association 1710 standards

Objective 2B, Critical Work Plan: Increase first due reliability of 70% or better within Planning Zones One through Four

Objective 2C, Critical Work Plan: Plan for new fire station locations based on reliability, call volume and response time analysis

WEST FARGO FIRE DEPARTMENT



Commitment the Community #2 (cont)

To limit the loss of life and property from fire and natural disaster in the City of West Fargo

Objective 2D, Strategic Work Plan: Update the City Emergency Operations Center

Objective 2E, Strategic Work Plan: Rewrite the fire department recruitment plan based on new trends in the fire service and changes in our organization

WEST FARGO FIRE DEPARTMENT



Commitment the Community #3

To actively reduce the number of non-acute emergency calls and increase the quality of life for the residents of the City of West Fargo

Objective 3A, Strategic Work Plan: Utilize and fully implement the Community Health Alliance Model

WEST FARGO FIRE DEPARTMENT



Commitment the Community #4

To improve workplace safety, mental health, and cancer reduction efforts for the employees of the City of West Fargo Fire Department

Objective 4A, Critical Work Plan: Continue cardiac and cancer screenings through the fire department designated medical provider

Objective 4B, Critical Work Plan: Annually review the policy for fireground rehab and reporting exposures through the Record Management System

Objective 4C, Critical Work Plan: Provide policy and support that reinforces firefighters should maintain a tobacco free lifestyle

Objective 4D, Critical Work Plan: Support firefighter mental health through annual screenings and build upon established programs

WEST FARGO FIRE DEPARTMENT



Commitment the Community #5

To increase the effectiveness of firefighter and emergency medical training to supplant operational experiences

Objective 5A, Strategic Work Plan: Provide a training program to improve and standardize first arriving fire company tactics

Objective 5B, Critical Work Plan: Continue the use of the Blue Card Hazard Zone Management system

Objective 5C, Critical Work Plan: Provide focused, repetitive training for first due company officers for low frequency/high risk events using a task book system

WEST FARGO FIRE DEPARTMENT



Commitment the Community #5

To increase the effectiveness of firefighter and emergency medical training to supplant operational experiences

Objective 5D, Strategic Work Plan: Continue planning for a Joint Training Center with Fargo Fire Dept.

Objective 5E, Timely Opportunity: Investigate the use of Augmented Realty, Virtual Reality, and High Fidelity for fire and EMS training

WEST FARGO FIRE DEPARTMENT



Questions?

Daniel Fuller, MPA, EFO
Chief of the Department
West Fargo Fire

WEST FARGO FIRE DEPARTMENT





"Consent" or "Regular" Agenda
Item?

[Regular]

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission

Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Administration/Finance

Commissioner

Roben Anderson

Primary Portfolio:

Planning, Zoning and
Engineering

Secondary Portfolio:

Sanitation

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and
Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

City Administrator

Vacant

Assistant City Administrator

Dustin T. Scott

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: June 5, 2023

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

Action: Approve Change Order No. 2

New Information and Recommendation:

SA-40 is the main sanitary sewer lift station that pumps all of the City's sewage to Fargo and is the most critical piece of infrastructure in our system. It is crucial that this lift station remain functioning to prevent sewage backups that could be widespread.

Within the lift station there are five pumps consisting of three main large 100 hp pumps and two small 35 hp pumps. During large rain events and spring melt where there is excessive infiltration, to keep up with flows, two of the larger pumps struggle to keep up and PW gets high level alarms at the lift station. At any given time, it is necessary to have two large pumps working to protect the city from sewage backup.

Recently two of the larger pumps coincidentally went in to seal failure which means raw sewage is entering the oil in the pumps. This exposed a vulnerability to our being able to provide adequate pumping capacity. The pumps are made in Sweden so they are not readily available if we need to purchase one in an emergency situation.

This Change Order No. 2 adds to the current SA-40 rehabilitation project the purchasing of an additional large 110 hp pump to have as a back up in the event that we have a situation where two of the larger pumps become inoperative. This will also allow Public Works the ability to pull one of the pumps to send in for routine maintenance and still have adequate pump redundancy in the lift station.

The following documents are attached for review/consideration:

- Change Order No. 2 for the purchase of an additional pump

Staff Recommendation: Approve Change Order No. 2 to purchase an additional 110 hp wastewater pump

Financial Analysis:

The cost of this Change Order is \$143,429.00 and funding for this project is proposed to be paid via Capital Improvements Sales Tax. No assessments are anticipated with this project.

Previously Presented Information and Commission Actions

April 17, 2023-

- Staff Recommendation: Approve Change Order No. 1
- Commission Action: Commissioner Olson moved and Commissioner Simmons seconded to approve. Commissioner George was absent and not voting. No opposition, motion carried.

November 21, 2022 –

- **Staff Recommendation:** Authorize notice to Proceed; AND adopt resolution approving contract and Contractor's bond.
- **Commission Action:** Commissioner Olson moved and Commissioner George seconded to approve this item on the Consent Agenda with no opposition, motion carried.

November 7, 2022 –

- **Staff Recommendation:** Accept bid and award the General Contract to CC Steel and Accept quote and award the Electrical Contract to JDP Electric
- **Commission Action:** Commissioner Olson moved and Commissioner Anderson seconded to approve. Commissioner George was absent and not voting. No opposition, motion carried.

October 27, 2022 – Virtual bid opening was conducted.

September 19, 2022-

- **Staff Recommendation:** Approve purchase of controls and equipment from Quality Controls in the amount of \$179,165.00.
- **Commission Action:** Commissioner Olson moved and Commissioner George seconded to approve. No opposition, motion carried.

September 6, 2022-

- **Staff Recommendation:** Approve Task Order No. 61-1, Approve Plans and Specs; and Authorize Bid Advertisement
- **Commission Action:** Commissioner Olson moved and Commissioner Anderson seconded to approve. No opposition, motion carried.

CHANGE ORDER NO.: 2

Owner: City of West Fargo
Engineer: Moore Engineering, Inc.
Contractor: CC Steel, LLC
Project: Sanitary Lift Station System Rehabilitation
Contract Name: No. 1 - General Construction Work
Date Issued: 5/19/2023

Owner's Project No.: 1342
Engineer's Project No.: 22671
Contractor's Project No.:
Effective Date of Change Order: 6/5/2023

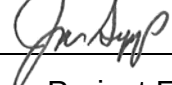
The Contract is modified as follows upon execution of this Change Order:

Description: Purchase and deliver to Owner one spare 110 HP Flygt/Xylem wastewater pump for use at the SA40 lift station per Electric Pump quotation dated 5/19/23. Pump shall be delivered and will be accepted by owner at SA40 building.

Attachments: Exhibit A - Detailed breakout of costs

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 84,450.00	Original Contract Times: Substantial Completion: June 15, 2023 Ready for Final Payment: June 30, 2023
Increase from previously approved Change Orders No. 1 \$ 189,070.00	Increase from previously approved Change Orders No. 1 Substantial Completion: 1 year Ready for Final Payment: 1 year
Contract Price prior to this Change Order: \$ 273,520.00	Contract Times prior to this Change Order: Substantial Completion: June 15, 2024 Ready for Final Payment: June 30, 2024
Increase this Change Order: \$ 143,429.00	Increase this Change Order: Substantial Completion: None Ready for Final Payment: None
Contract Price incorporating this Change Order: \$ 416,949.00	Contract Times with all approved Change Orders: Substantial Completion: June 15, 2024 Ready for Final Payment: June 30, 2024

Recommended by Engineer (If required)

By: 
Title: Project Engineer
Date: 5/19/2023

Authorized by Owner

By: _____
Title: _____
Date: _____

Accepted by Contractor

By: 
Title: Chief Manager | CC Steel
Date: 5/22/2023

Approved by Funding Agency (if applicable)

By: _____
Title: _____
Date: _____

EXHIBIT A
CHANGE ORDER NO.: 2

<u>Item No. & Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Bid Unit Price</u>	<u>Decrease in Contract Price</u>	<u>Increase in Contract Price</u>
1. 110 HP Spare Wastewater Pump	L SUM	1.00	\$ 130,678.00		\$ 130,678.00
2. State and Local Sales Tax - 7.5%	L SUM	1.00	\$ 9,800.85		\$ 9,800.85
3. Supplemental Costs - Bonds/Insurance/Etc.	%	2.10	\$ 2,950.15		\$ 2,950.15
TOTALS \$				-	\$ 143,429.00
NET CHANGE IN CONTRACT PRICE				\$143,429.00	

JUSTIFICATION:

1. Owner's request to add spare wastewater pump for SA40 lift station within the project for backup in case of failure and ease of maintenance of existing pumps.
- 2.

QUOTATION



201 4th Ave SW
New Prague, MN 56071 USA

Telephone: (952)758-6600 / FAX (952)758-7778
Toll Free 1-800-536-5394

www.electricpump.com

QUOTE NUMBER: 0187278
QUOTE DATE: 5/19/2023
EXPIRE DATE: 6/19/2023

SALESPERSON: ADAM THORESON
CUSTOMER NO: 5580792
QUOTED BY: MKH

SA40 NT3315

QUOTED TO:

CC STEEL, LLC
5303 CREEKVIEW GREEN
MAPLE PLAIN, MN 55359

JOB LOCATION:

CITY OF WEST FARGO
810 12TH AVE NW
WEST FARGO, ND 58078

CONFIRM TO:

DANE PRANKE 701-318-2911

CUSTOMER P.O.	SHIP VIA BEST WAY	F.O.B.	TERMS NET 30 DAYS	
ITEM NUMBER		QUANTITY	UNIT	AMOUNT
RE: SA40 LIFT STATION SPARE PUMP FLYGT NT3315-626				130,678.00
--EXISTING NT3300/665 625 IMP 100HP # 077117, 077118, 1111181				
*3315.185	FLYGT NT3315.185 W/N626 HARD IRON IMPELLER AND INSERT RING, 110HP/460V/3PH 137 FLA, 65' SHIELDED POWER CORD, FLS FV. INCLUDES 1/4" GASKET AND SS HARDWARE TO BE INSTALLED BETWEEN THE EXISTING STAND AND BOTTOM OF PUMP VOLUTE.	1.00	EACH	
/FR	FREIGHT INCLUDED	1.00	EACH	

TOTAL SELL PRICE: \$130,678.00
SALES TAX IS ADDITIONAL.
DELIVERY: 14 - 16 WEEKS ARO

THANK YOU FOR YOUR CONSIDERATION.

THANK YOU MYRA HOFFMAN
mhoffman@electricpump.com
CC: ADAM THORESON 612-803-2154

*** 3% CONVENIENCE FEE FOR CREDIT CARD CHARGE OVER \$5,000.00 ***

All return goods must have written approval from Electric Pump, before returning.
Credit will not be issued without written approval : if applicable there will be a Restock Fee.

Please note that we are no longer offering a thirty(30) day validity date.
Due to the current volatility in the materials market, pricing and ship
dates are subject to confirmation at time of order.

Net Order:	130,678.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	9,159.96
Order Total:	139,837.96



"Consent" or "Regular" Agenda
Item?

[Regular]

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission

Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Administration/Finance

Commissioner

Roben Anderson

Primary Portfolio:

Planning, Zoning and
Engineering

Secondary Portfolio:

Sanitation

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and
Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

City Administrator

Vacant

Assistant City Administrator

Dustin T. Scott

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: June 5, 2023

Subject: Project No. 1346 – Sanitary Sewer Access Improvements

Action: Approve Task Order No. 56-1 for "Basic Services".

New Information and Recommendation:

This project seeks to improve access to existing sanitary sewers identified as deficient in the Core Area Improvement Plan. On May1, 2023 the Commission created the project and ordered the Task Order for Basic Services to design the project. This work is necessary for an anticipated 2024 sewer relining project as well as it will give Public Works the ability to access these sewers for maintenance without having to go in to private property.

The following documents are attached for review/consideration:

- Task Order No. 56-1

Staff Recommendation: Approve Task Order No. 56-1 for "Basic Services"

Financial Analysis:

The total estimated cost of this project is \$610,000. Proposed funding is Capital Improvement Sales Tax. No assessments are anticipated with this project.

Previously Presented Information and Commission Actions

May 1, 2023-

- Staff Recommendation: Create Project No. 1346 – Sanitary Sewer Access Improvements, Approve Engineer's Report; and Direct Engineer to prepare both a Task Order for Basic Services and Plans and Specifications.
- Commission Action: Commissioner Simmons moved and Commissioner Anderson seconded to approve. No opposition, motion carried.

EXHIBIT A to MSA

Task Order for Design & Construction Services

This is Task Order No. 56-1
consisting of 21 pages.

Task Order 56-1

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

1. Background Data

- a. Effective Date of Task Order: May 16, 2023
- b. Owner: City of West Fargo
- c. Engineer: Moore Engineering, Inc.
- d. Specific Project Title: Project No. 1346
- e. Specific Project Description: Sanitary Sewer Accessibility Improvements
- f. Project Background: After approval of the Technical Memorandum by the City Commission on May 1, 2023; this body directed the design and construction of the proposed improvements. This Task Order provides the Basic Design and Construction Services related to this matter.

2. Services of Engineer

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

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

1. Engineer shall:

- a. Coordinate a meeting with the Owner to review the project and task order to ensure mutual understanding of the objectives, requirements, schedule, etc. prior to starting work.
- b. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any deliverables executed by other Owner consultants, such as technical data, reports, drawings and specifications, etc. shall be provided to Engineer.

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

revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

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

B. *Final Design Phase*

1. Engineer shall:

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

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

C. Bidding or Negotiating Phase

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

proposals or other construction procurement documents) prior to award of contracts for the Work.

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

D. *Construction Phase*

1. Engineer shall:

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

or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in in this Task Order, are applicable.

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

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

data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.
- Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- Maintain records for use in preparing Specific Project documentation.
- Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

l) Reports

- Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

m) *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

n) *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

o) Completion:

- Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.
- Participate in Engineer's visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

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

Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner for observations requiring their expertise.

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

Any clarifications, interpretation, or decision shall be provided by the Owner's applicable consultant.

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

- 3) Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

s. *Change Proposals and Claims:*

- 1) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.
- 2) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims. This shall include coordination as necessary with Engineer's Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any pertinent information shall be provided to Engineer.

t. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- 1) Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract.
- 2) Provide justification on pay items that end up over/under the contract quantity.
- 3) Provide final payment spreadsheet as requested by Owner.

u. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph 2.D.1.p. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

v. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

- w. *Final Notice of Acceptability of the Work*: Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit A.1 ("Notice of Acceptability of Work") to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.
- x. *Standards for Certain Construction-Phase Decisions*: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- y. *Construction Staking*: Engineer will provide the following upon request of the Contractor
- 1) Water Mains/ Force Mains
 - a) Centerline with offsets at 50' intervals
 - b) Cut stakes to top of pipe with hubs, if plan calls for specified grades
 - c) Curb Stop Locations
 - 2) Storm-Sanitary Sewers
 - a) Centerline stakes with offsets and cuts to inverts at 50' intervals
 - b) Manholes with offsets
 - c) Inlets with offsets
 - d) Wye locations
 - e) Service ends with grades
 - 3) Streets
 - a) Initial dirt grade stakes with lath every 100' and at high and low
 - b) Subgrade blue tops for centerline and curb and gutter areas if so specified in construction contract
 - c) Centerline gravel blue tops if so specified in construction contract
 - d) Curb & gutter flow line stakes with offsets every 25'
 - e) Concrete Paving grade stakes with offset at 25' intervals plus high and low points
 - 4) Lift Stations (without buildings)
 - a) Location & elevation of rim and invert centerline of wet well, dry well, and/or check valve manhole
 - 5) Buildings
 - a) Location & elevation of corners of first floor with offsets
 - 6) Sidewalks/Multi-Use Paths
 - a) Elevation & location of "Outside" finished edge (one edge) of Sidewalk or Multi-Use Path @ 25' stationing
 - 7) Channels/Embankments
 - a) Centerline cut/fill, daylights, and temporary construction easement limits (every 200')
 - b) Culvert alignment, lengths, and invert elevations with offsets
 - c) Structure locations and invert elevations with offsets
 - 8) Ponds/Lakes
 - a) Location and elevation of bottom of lake/pond every 200'
 - b) Location and elevation of changes in slopes (i.e. hinges) every 200'

- c) Location and elevation of contour defining bottom of planting area used to protect slopes every 200'
- d) Topsoil stripping location every 200'
- e) Five elevation control points.

2. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph 2.B.3, then Construction Phase services may be rendered at different times in respect to the separate contracts.

E. *Post-Construction Phase*

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

F. *Commissioning Phase*

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

3. Additional Services

Additional Services authorized or necessary under this Task Order are:

A. *Additional Design Related Services*

1. Right-of-Way Administration & Public Outreach

- a. Research existing easement information and scope easements needed.
- b. Property Owner coordination and correspondence pertaining to potential right-of-way needs. It is anticipated ten (10) temporary construction easements and twenty-eight (28) permanent easements will need to be acquired to perform the work.
- c. Prepare concept exhibits for proposed right-of-way and easement acquisition for City and Property Owner(s).
- d. Correspondence and meetings with City and Property Owner(s) for proposed right-of-way and easements necessary to construct the Project. Prepare mailings for City. Prepare for and attend six (6) meetings.
- e. For right-of-way and easements required for construction and maintenance of the Project, prepare any necessary legal descriptions, plats, or other land surveying documents to provide to the Owner's attorney for document preparation, ~~participate in negotiation of terms of easement or land acquisition with Property Owner(s)~~, participate in coordination of land acquisition process between Owner and Property Owner(s) including document correspondence or other related coordination meetings.
- f. Assist City with Public Notifications, Press Releases, and other communications for project.

B. *Additional Construction Services*

2. Record Drawing Administration

- a. Prepare and furnish to Owner Record Drawings and Record GIS Data showing appropriate record information based on survey ("gps") points illustrating significant changes made to surface infrastructure features in addition to Project annotated record documents received from Contractor.
- b. GIS data will be supplied in shapefile format to be supplied to the City for use within City webmap. The infrastructure will be moved to these locations within GIS.
- c. Surface Infrastructure Features include manholes, catch basins, curb stops, valves, hydrants, and street lights applicable to the project. Record Drawings will be supplied in DWG and PDF format and survey ("gps") points will be supplied in CSV format. GIS data will be supplied as shapefiles and supplied to the City for use within City webmap. The infrastructure will be moved to these locations within GIS.
- d. Additional Record Drawing deliverables to be prepared for the following project stages including project bidding, winter shut-down, within (1) month of the ready for final payment completion date, and any other Owner requested intermediate project stage.

4. City's Responsibilities

City shall have those responsibilities as follows:

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

5. Task Order Schedule

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

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

6. Payments to Engineer

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

TASK CATEGORY & TASK	TASK ORDER NO.	PREVIOUS FEE (\$)	INCREASED FEE (\$)	AMENDED MAXIMUM FEE (\$)
Study & Report Services				
Project Development & Technical Memo	56	\$15,600	\$0	\$15,600
Additional Design Related Services				
Right-of-Way Administration & Public Outreach	56-1	\$0	\$37,000	\$37,000
Additional Construction Services				
Additional Record Drawings Administration	56-1	\$0	\$5,000	\$5,000
ADDITIONAL SERVICES SUBTOTAL (TO 56-1)			\$42,000	
ADDITIONAL SERVICES SUBTOTAL (All TO's)		\$15,600		\$57,600

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

Project Type	Preliminary Design, Final Design, Bidding or Negotiation Phases (% of Final Construction Contract Value plus value of any alternates designed but not constructed)	Construction, Post-Construction, and Commissioning Phases (% of Final Construction Contract Value)
Projects designed and constructed in accordance with NDDOT requirements	6%	6%
All other projects	5.5%	5.5%
Estimated Value of Final Construction Contract		\$523,000
Estimated Compensation based on 11% of Construction		\$57,530
TOTAL TASK ORDER (TO 56-1)		\$99,530

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

Services to be Provided	Estimated Compensation
Additional Services Subtotal	\$57,600
Estimated Compensation based on 11% of Construction	\$57,530
TOTAL ESTIMATED COMPENSATION UNDER ALL TASK ORDERS (TO 56 TO 56-1)	\$115,130

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

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

- a. None

8. Other Modifications to Agreement and Exhibits:

- a. None

9. Attachments:

- a. None

10. Other Documents Incorporated by Reference:

- a. None

11. Terms and Conditions

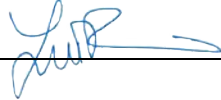
Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by City.

The Effective Date of this Task Order No. 56-1 is May 16, 2023.

CITY: City of West Fargo

ENGINEER: Moore Engineering, Inc.

By: _____

By:  _____

Print Name: Dustin T. Scott, PE

Print Name: Lee Beauvais, PE

Title: Assistant City Administrator

Title: Chief Operations Officer

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Dustin T. Scott, PE

Name: Matt Welle, PE

Title: Assistant City Administrator

Title: Senior Project Manager

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

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

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

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

Phone: (701) 515-5050

Phone: (701) 282-4692



NOTICE OF ACCEPTABILITY OF WORK

SPECIFIC PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To:

OWNER

And To:

CONTRACTOR

From:

ENGINEER

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

Exhibit A.1 cont'd

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

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

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

By: _____

Title: _____

Dated: _____



"Consent" or "Regular" Agenda
Item?

[Regular]

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission

Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Administration/Finance

Commissioner

Roben Anderson

Primary Portfolio:

Planning, Zoning and
Engineering

Secondary Portfolio:

Sanitation

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and
Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

City Administrator

Vacant

Assistant City Administrator

Dustin T. Scott

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: June 5, 2023

Subject: Project No. 2265 – 9th St NE/7th Ave NE Reconstruction

Action: Approve DCE Submittal

New Information and Recommendation:

The City of West Fargo has been working with a consultant on the reconstruction of 9th Street NE. Due to the funding source, a Documented Categorical Exclusion (DCE) which is an environmental document has been drafted and is to be submitted to the NDDOT.

Prior to submittal of this document, the City Commission needs to determine the work that is approved to move forward. These consist of the following options as shown on the attached DCE Decision Page:

- Does the City concur with the project concepts as proposed?
- Which alternative should proceed with the project?
- Which optional work items should proceed with the project?

The following documents are attached for review/consideration:

- DCE Decision Page
- Exhibits showing the work being proposed
- DCE Submittal Schedule

Staff Recommendation: Approve DCE Submittal with DCE Decision Page decisions made by the Commission.

Background and Project Summary:

An extensive transportation study of the 9th Street corridor was conducted in 2019 through MetroCOG and the results were presented to City Commissioners in March 2020. The study identified the reconstruction and urbanization of 9th Street NE from Main to 12th Ave was a high priority for the FM area. As directed by City Commissioners, the city applied for grant funding through the NDDOT Urban Roads Program (URP) and was awarded \$9.24 million for FY 2025. For more on background and summary, refer to the agenda packets from prior City Commission meetings listed below.

The city has also submitted for a grant from the Federal Railroad Administration for the construction of a grade separation that would likely be an overpass at the railroad. This grant would be an 80% grant from the FRA and BNSF has also pledged a 5% grant if we are successful in securing the FRA grant. We will find out in May/June if the city was successful in securing this grant funding.

Policy Analysis:

We are working with NDDOT to ensure state and federal compliance and the project will also adhere to city policy, process and standards.

Financial Analysis:

The 9th Street NE project is anticipated to cost approximately \$14 million. Funding sources are anticipated to be a combination of URP grant, capital improvement sales tax, and special assessments.

West Fargo's portion of the 7th Avenue NE reconstruction is estimated to cost \$5 million. Funding sources are anticipated to be a combination of URP grant, capital improvement sales tax, and special assessments.

The URP Grant that the city has been awarded is in the amount of \$9,247,319 which can be allocated to both projects as the Special Assessment and City Commissions see fit.

Previously Presented Information and Commission Actions:

May 1, 2023 –

- **Staff Recommendation:** Approve Task Order No. 3-3 for Basic Services.
- **Commission Action:** Commissioner Simmons moved and Commissioner George seconded to approve. No opposition, motion carried.

August 1, 2022-

- **Staff Recommendation:** Approve Phase II Contract with Houston Engineering
- **Commission Action:** Commissioner Olson moved and Commissioner George seconded to approve. No opposition, motion carried.

April 18, 2022-

- **Staff Recommendation:** Approve the Task Order No. 3 (Phase I Scoping)
- **City Commission Action:** Commissioner Gjerdevig moved and Commissioner Olson seconded to approve. No opposition, motion carried.

Feb 22, 2022-

- **Staff Recommendation:** Authorize RFP to be published for Project No. 2265
- **City Commission Action:** Commissioner Olson moved and Commissioner George seconded to approve. No opposition, motion carried.

Dec 7, 2020-

City Commission authorized grant application

I. Executive Decisions

1. Do you concur with the project concepts as proposed?

_____ Yes

_____ No

2. Which alternative should proceed with the project?

_____ Alternative A – No-Build Alternative (\$0)

_____ Alternative B – Three-Lane Urban Corridor (\$22,470,000)

3. Which optional work items should proceed with the project? Costs shown for Optional Work Items are in addition to the base cost listed for Alternative B.

_____ Optional Work Item 1 – Frontage Road North of 7th Ave NE (\$1,290,000)

_____ Optional Work Item 2 – BNSF Underpass Crossing (\$29,830,000)
Proceeding with this option is pending approval of the FRA grant.

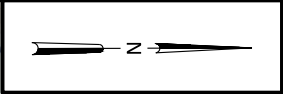
_____ Optional Work Item 3 – BNSF Overpass Crossing (\$20,600,000)
Proceeding with this option is pending approval of the FRA grant.

Amendments/Comments for Project No. SU-8-992(045), City of West Fargo Improvement District 2265;

Bernie Dardis, City of West Fargo Mayor

Date

	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	SU-8-992(045)	004	1



LEGEND

CONCRETE	
CONCRETE DRIVEWAY	
CONCRETE SHARED USE PATH	
CONCRETE MEDIAN	

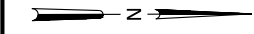
9th St NE - Frontage Road Exhibit

9th St NE Exhibits

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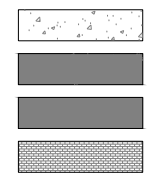
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	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	SU-8-992(045)	004	1



LEGEND

- CONCRETE
- CONCRETE DRIVEWAY
- CONCRETE SHARED USE PATH
- CONCRETE MEDIAN

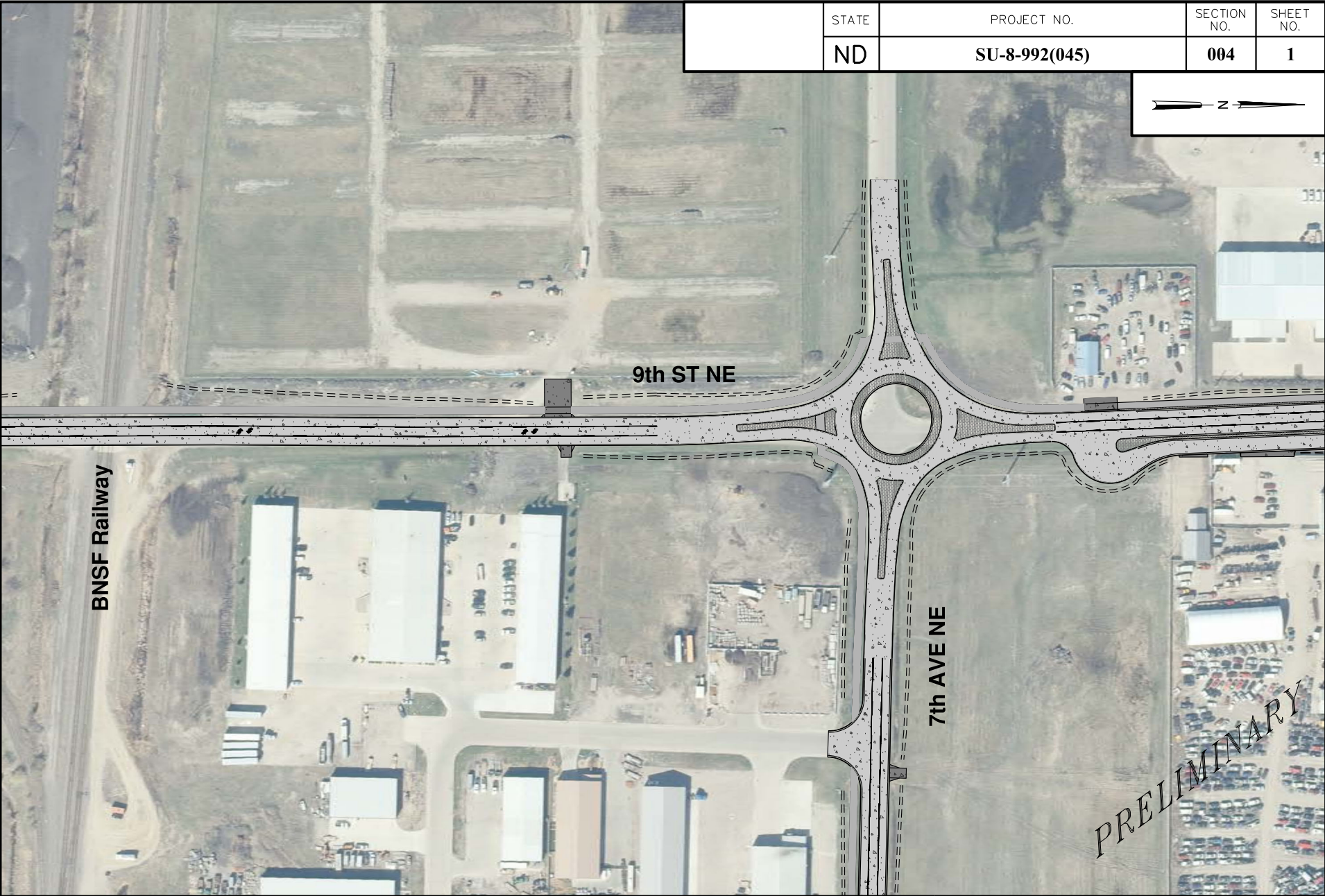


9th St NE - Frontage Road Exhibit

9th St NE Exhibits

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STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	SU-8-992(045)	004	1



LEGEND

CONCRETE



CONCRETE DRIVEWAY



CONCRETE SHARED
USE PATH



CONCRETE MEDIAN

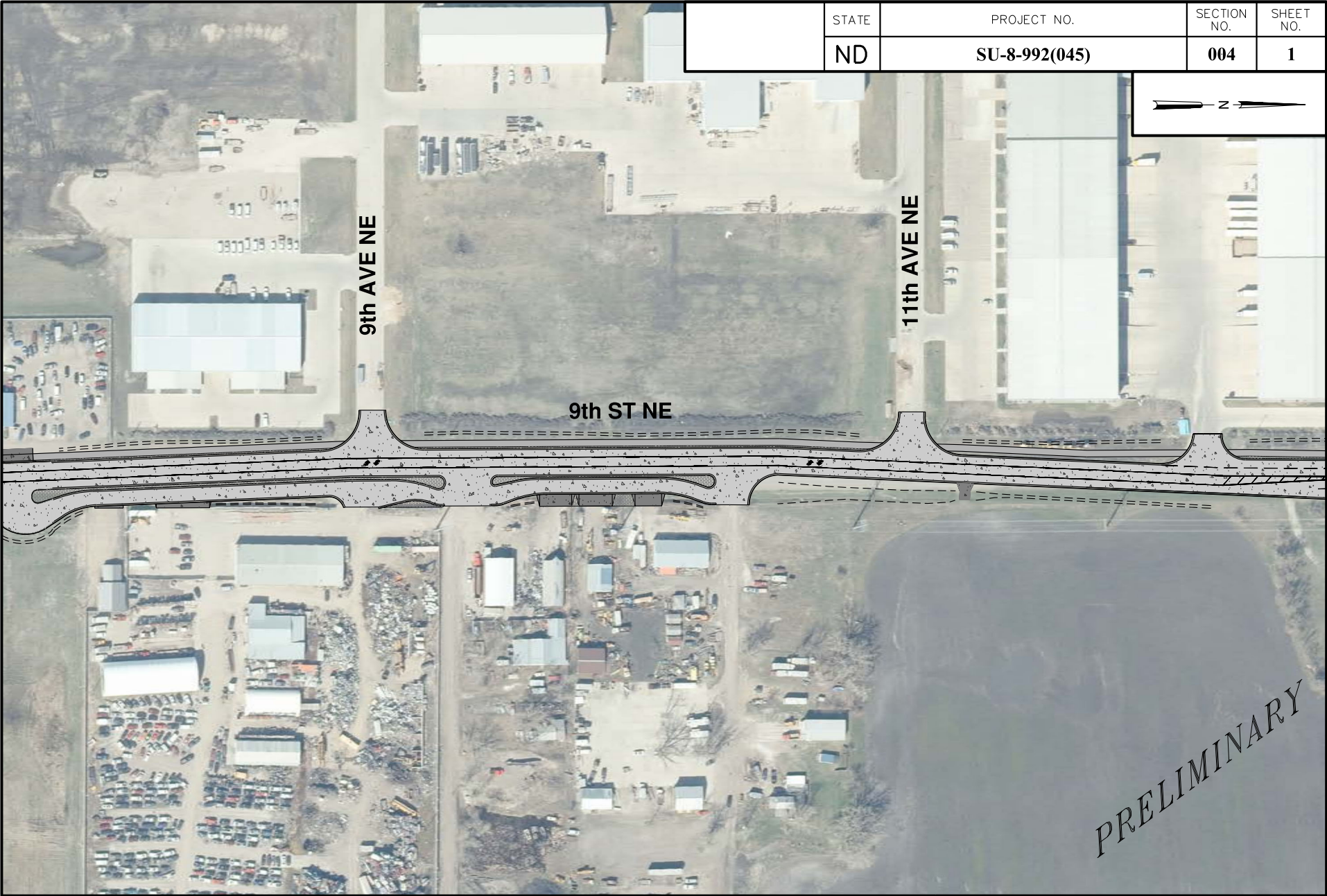
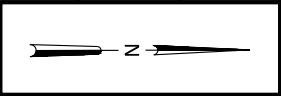


9th St NE - Frontage Road
Exhibit

9th St NE Exhibits

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	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	SU-8-992(045)	004	1



LEGEND

CONCRETE	
CONCRETE DRIVEWAY	
CONCRETE SHARED USE PATH	
CONCRETE MEDIAN	

9th St NE - Frontage Road
Exhibit

9th St NE Exhibits

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STATE

PROJECT NO.

SECTION
NO.

SHEET
NO.

ND

SU-8-992(045)

004

1

— Z —

7th AVE NE

9th AVE NE

11th AVE NE

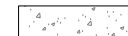
9th ST NE

PRELIMINARY



LEGEND

CONCRETE



CONCRETE DRIVEWAY



CONCRETE SHARED
USE PATH



CONCRETE MEDIAN

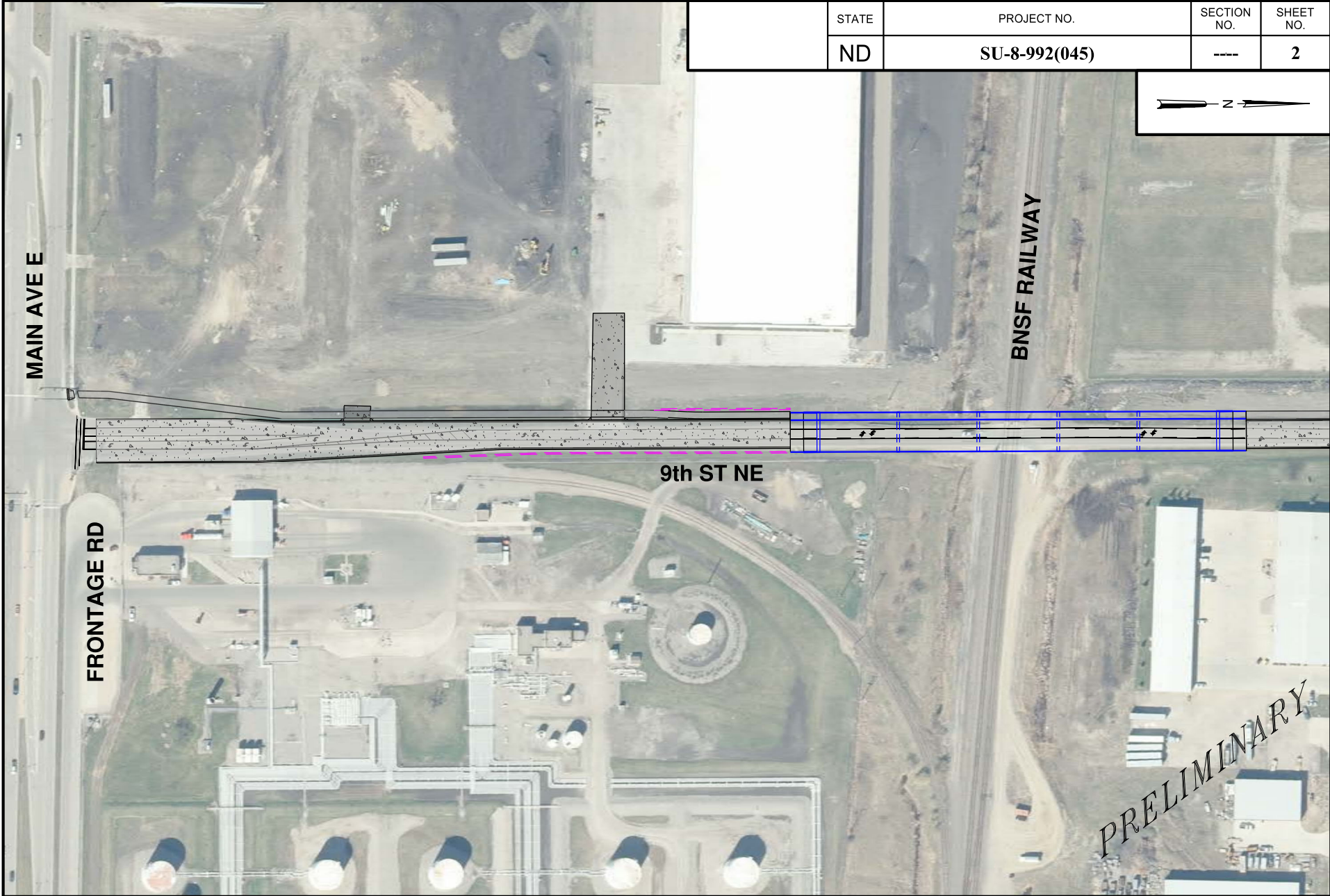
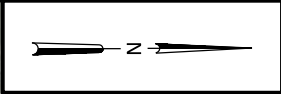


9th St NE - Frontage Road
Exhibit

9th St NE Exhibits

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	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	SU-8-992(045)	----	2



PRELIMINARY

LEGEND

CONCRETE	
CONCRETE DRIVEWAY	
CONCRETE SHARED USE PATH	
CONCRETE MEDIAN	

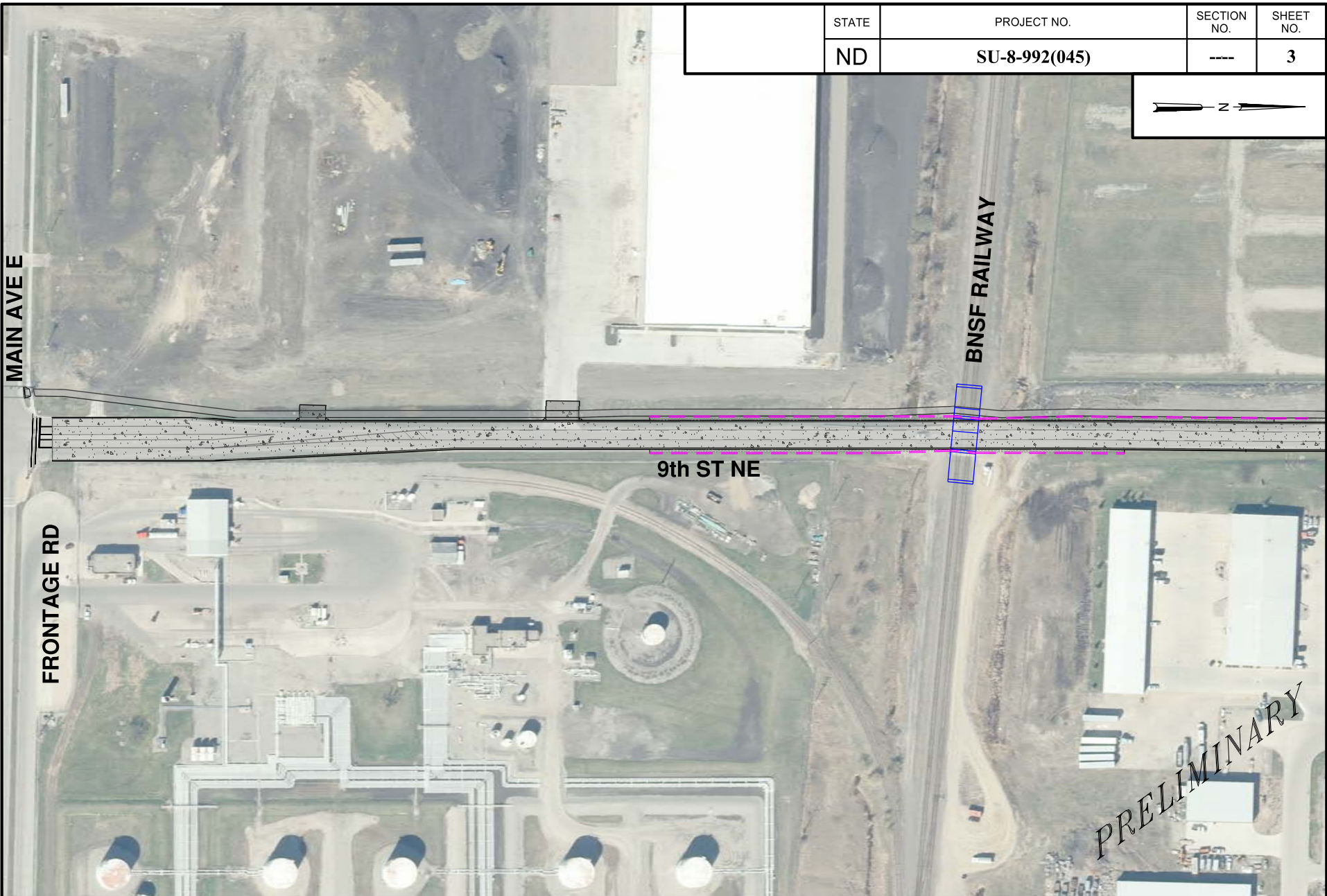
PROPOSED BRIDGE	
PROPOSED RETAINING WALL	

9th St NE - BNSF
Overpass Crossing

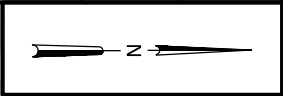
9th St NE Exhibits



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	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	SU-8-992(045)	----	3



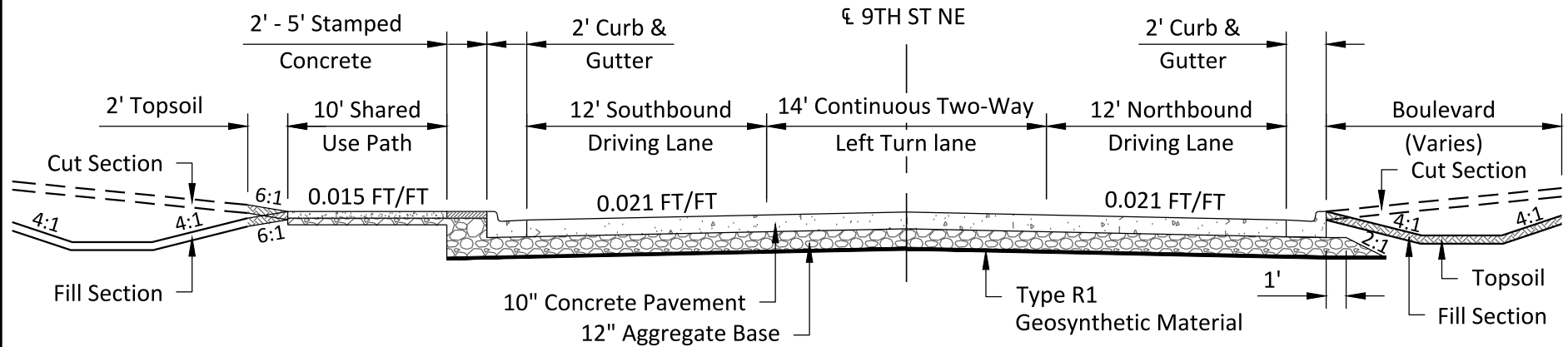
LEGEND

CONCRETE		PROPOSED BRIDGE	
CONCRETE DRIVEWAY		PROPOSED RETAINING WALL	
CONCRETE SHARED USE PATH			
CONCRETE MEDIAN			



9th St NE - BNSF
Underpass Crossing

9th St NE Exhibits



9th ST NE - TYPICAL SECTION

NOT TO SCALE

PRELIMINARY

9th St NE -
Typical Section

9th St NE Exhibits





"Consent" or "Regular" Agenda
Item?

[Regular]

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission

Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Administration/Finance

Commissioner

Roben Anderson

Primary Portfolio:

Planning, Zoning and
Engineering

Secondary Portfolio:

Sanitation

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and
Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

City Administrator

Vacant

Assistant City Administrator

Dustin T. Scott

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: June 5, 2023

Subject: Carbon Reduction Program (CRP) Grant Acceptance

Action: Accept CRP Grant

New Information and Recommendation:

The Infrastructure Investment and Jobs Act (IIJA) has created a grant program for local governments to reduce carbon emissions. Starting in 2023, this program allocated approximately \$1.1 Million per year through MetroCOG for projects. Public Works and Engineering applied for funding to purchase electric vehicles (EVs) to replace aging fleet vehicles and to replace all remaining High-Pressure Sodium (HPS) street lights with LEDs.

The city has been awarded three grants in FY2024 and FY2025. In 2024, the awards were for \$300,000 in grant funding (\$375,000 total expenditure) to replace HPS lights with LEDs and \$140,000 (\$175,000 total expenditure) for EVs. In 2025, the award was for \$53,645 (\$67,000 total expenditure) for EVs.

The following documents are attached for review:

- Grant application to MetroCOG

Staff Recommendation: Accept grant funding

Policy Analysis:

The EVs will replace existing pool vehicles that are aging and are scheduled to be replaced in 2024 and 2025. The EV grant will go to lower the cost of replacing the vehicles. Public Works is replacing HPS street lights with LEDs as they are aging and requiring replacement. This grant will speed up the replacement schedule by removing the vast majority of the HPS lights in the city along our major corridors.

Financial Analysis:

The EVs and LEDs match will be included in standard budgets for the fiscal years they are awarded. The \$75,000 local match for LEDs will come from PW street light funding, and the \$35,000 and \$13,355 local matches for EVs will come from general vehicle purchase funding.

Previously Presented Information and Commission Actions:

None



Carbon Reduction Program Funding

The Carbon Reduction Program (CRP) is a new program created by the Infrastructure Investment and Jobs Act (IIJA)¹. The purpose of the program is to reduce carbon dioxide (CO₂) emissions from on-road highway sources.

Funding for the program is suballocated into two main categories:

- Areas based on population (65%)
 - o Urbanized areas with an urbanized population greater than 200,000 (obligated in MPA) – Starting in FY2024, this category applies to Metro COG
 - o Urbanized areas with an urbanized area population between 50,000 and 199,999 (obligated in MPA)
 - o Urban areas with population between 5,000 and 49,999
 - o Areas with populations of less than 5,000
- Statewide (35%)

The approximate amount of CRP funding Metro COG would like to program per fiscal year in each state is shown in the table below. The actual amount of the Congressional apportionment and the ultimate amount obligated as a direct sub-allocation may vary.

State	Fiscal Year 2024	Fiscal Year 2025
North Dakota	\$1,120,000	\$1,140,000
Minnesota	\$122,000	

Key aspects of the FY2024 and FY2025 Carbon Reduction Program solicitation include:

- Consultation, cooperation & coordination
- Eligible projects
- Applications
- Evaluation & prioritization
- Obligation of funds
- Project suggestions
- Future solicitations
- Questions

Note that this solicitation process is for FY2024 in Minnesota, and for both FY2024 and FY2025 in North Dakota. MnDOT is completing their Carbon Reduction Strategy in 2023, and may determine CRP funding priorities that will help guide future solicitations starting with FY2025.

¹ Pub. L. 117-58 (Nov. 15, 2021)

Consultation, cooperation & coordination

Establishing the definitions of consultation, cooperation, coordination and designated recipient help set the stage for how and why there are various solicitation processes for the CRP funds.

- [Consultation](#) occurs when one or more parties confer with other identified parties in accordance with an established process and, prior to taking action, considers the views of the other parties and periodically informs them about action taken.
- [Cooperation](#) occurs when the parties involved work together to achieve a common goal or objective
- [Coordination](#) occurs when parties involved work together to develop and adjust plans, programs, and schedules to achieve general consistency as appropriate.
- [Designated recipient](#) is an entity selected to receive and allocate an amount of funds that are attributable to urbanized areas of 200,000 or more in population, or a State or regional authority if the authority is responsible under the laws of a State for a capital project and for financing and directly providing public transportation.

Urbanized areas that are TMAs (>200,000)

Starting October 1, 2023, Metro COG's urbanized area will be designated a Transportation Management Area (TMA). Per [23 CFR 450.332\(c\)](#), in areas designated as TMAs, the MPO shall select all 23 U.S.C. and 49 U.S.C. Chapter 53 funded projects in **consultation** with the State and public transportation operator(s). In order for funds to be obligated to a project, the project must be included in the approved TIP and in accordance with the priorities in the approved TIP. The State shall select projects on the NHS in **cooperation** with the MPO, from the approved TIP. TMAs are considered **designated recipients** of some forms of federal funds, which include CRP funds.

Eligible projects

Projects that support the reduction of transportation emissions, including, but not limited to:

- a project described in [23 U.S.C. 149\(b\)\(4\)](#) to establish or operate a traffic monitoring, management, and control facility or program, including advanced truck stop electrification systems
- a public transportation project eligible under [23 U.S.C. 142](#)
- a transportation alternative (as defined under the Moving Ahead for Progress under the 21st Century Act [[23 U.S.C. 101\(a\)\(29\)](#)], as in effect on July 5, 2012)), including, but not limited to, the construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation
- a project described in [23 U.S.C. 503\(c\)\(4\)\(E\)](#) for advanced transportation and congestion management technologies, these include:
 - advanced traveler information systems;
 - advanced transportation management technologies;

- advanced transportation technologies to improve emergency evacuation and response by Federal, State, and local authorities;
 - infrastructure maintenance, monitoring, and condition assessment;
 - advanced public transportation systems;
 - transportation system performance data collection, analysis, and dissemination systems;
 - advanced safety systems, including vehicle-to-vehicle and vehicle-to-infrastructure communications, technologies associated with autonomous vehicles, and other collision avoidance technologies, including systems using cellular technology;
 - integration of intelligent transportation systems with the Smart Grid and other energy distribution and charging systems;
 - integrated corridor management systems;
 - advanced parking reservation or variable pricing systems;
 - electronic pricing, toll collection, and payment systems;
 - technology that enhances high occupancy vehicle toll lanes, cordon pricing, or congestion pricing;
 - integration of transportation service payment systems;
 - advanced mobility, access, and on-demand transportation service technologies, such as dynamic ridesharing and other shared-use mobility applications and information systems to support human services for elderly and disabled individuals;
 - retrofitting dedicated short-range communications (DSRC) technology deployed as part of an existing pilot program to cellular vehicle-to-everything (C-V2X) technology, subject to the condition that the retrofitted technology operates only within the existing spectrum allocations for connected vehicle systems; or
 - advanced transportation technologies, in accordance with the research areas described in section 6503 of title 49.
- deployment of infrastructure-based intelligent transportation systems capital improvements and the installation of vehicle-to-infrastructure communications equipment;
- a project to replace street lighting and traffic control devices with energy-efficient alternatives
- development of a carbon reduction strategy developed by a State per requirements in [23 U.S.C. 175\(d\)](#);
- a project or strategy designed to support congestion pricing, shifting transportation demand to nonpeak hours or other transportation modes, increasing vehicle occupancy rates, or otherwise reducing demand for roads, including electronic toll collection, and travel demand management strategies and programs
- efforts to reduce the environmental and community impacts of freight movement
- a project that supports deployment of alternative fuel vehicles, including—
 - acquisition, installation, or operation of publicly accessible electric vehicle charging infrastructure or hydrogen, natural gas, or propane vehicle fueling infrastructure; and
 - purchase or lease of zero-emission construction equipment and vehicles, including the acquisition, construction, or leasing of required supporting facilities
- a project described in [23 U.S.C. 149\(b\)\(8\)](#) for a diesel engine retrofit
- certain types of projects to improve traffic flow that are eligible under the CMAQ program, and that do not involve construction of new capacity [[§ 11403](#); [23 U.S.C. 149\(b\)\(5\)](#); and [175\(c\)\(1\)\(L\)](#)]

- a project that reduces transportation emissions at port facilities, including through the advancement of port electrification
- any other STBG-eligible project, if the Secretary certifies that the State has demonstrated a reduction in transportation emissions, as estimated on a per capita and per unit of economic output basis. [[§ 11403](#); [23 U.S.C. 133\(b\)](#) and [175\(c\)\(2\)](#)]
 - Note: FHWA will issue guidance on how the Secretary will make such certifications.
 - Per [23 U.S.C. 175\(c\)\(2\)](#) Flexibility, in addition to the eligible projects under paragraph (1), a State may use funds apportioned under section 104(b)(7) for a project eligible under section 133(b) if the Secretary certifies that the State has demonstrated a reduction in transportation emissions- (A) as estimated on a per capita basis; and (B) as estimated on a per unit of economic output basis.

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Applications

To apply for funding, please submit a project application to Paul Bervik at Metro COG at bervik@fmmetrocog.org no later than Friday, April 28, 2023. A project application form has been developed and includes the following:

1. A description of the proposed project in detail including project location and information about what will be constructed or planned (maps and other project documentation are helpful). See [CRP Eligible Projects](#) for what's eligible.
2. Approximate carbon reduction the project will have. Use [CMAQ Emissions Calculator Tools](#) to calculate the estimated carbon reduction for the project. For some proposed projects, you may find that the use of this calculator is not feasible or practical.
3. Total project cost
4. Total amount of CRP funds requested (maximum of 80% of the project total)
5. Total amount and source of local funds committed to the project (minimum of 20% of project total)
6. Total amount and source of additional federal funds obligated to the project already, if applicable.
7. Identify the jurisdiction responsible for completing the project and receiving the CRP funds as partial reimbursement.
8. Identify the timeline for the project to be let and anticipated completion date.
9. Identify if and to what degree the project impacts disadvantage communities per Justice40 using the [Climate and Economic Justice Screening Tool](#). Please request assistance from Metro COG if needed to use this tool.
10. Identify how the project meets the regional priorities related to carbon reduction
 - o [2045 Fargo-Moorhead Metropolitan Transportation Plan \(Metro Grow\)](#)
11. For project applications in Minnesota, identify how the project meets Minnesota carbon reduction priorities
 - o [2022 Statewide Multimodal Transportation Plan \(SMTP\)](#)
 - o [Minnesota Climate Action Framework](#)
 - o [Pathways to Decarbonizing Transportation report](#)

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Evaluation & prioritization

Metro COG staff will conduct a preliminary evaluation to rank all applications for FY 2024 and FY2025 solicitation using the following criteria:

1. Project eligibility to receive CRP funds
2. If feasible, using the [CMAQ Emissions Calculator Tools](#), a comparison of the amount of funds requested with the amount of carbon reductions expected.
3. Project consistency with the goals and objectives of the Metropolitan Transportation Plan
4. For projects in Minnesota, project consistency with Minnesota carbon reduction priorities (see Applications point 11 above)
5. How the project impacts Justice40 defined disadvantaged communities using the [Climate and Economic Justice Screening Tool](#).
6. Project initiation and completion timeline

Proposed projects will be ranked in priority order. Starting with the #1 ranked project, the requested CRP funds will be deducted from the available funding pool, then funds from the #2 ranked project will be deducted, etc., until all the funds have been accounted for.

Metro COG staff will then submit their preliminary project ranking to the Transportation Technical Committee (TTC) for its review, consideration and recommendation. TTC will provide their recommended project ranking to the Policy Board, which selects projects to receive funding.

Obligation of funds

The selected project(s) will be amended into the Metro COG Transportation Improvement Program (TIP) and subsequently into the Minnesota or North Dakota Statewide Transportation Improvement Program (STIP) for obligation of funding. FY 2024 funds must be obligated in the Metro COG TIP and STIP no later than June 7, 2024.

Project suggestions

The purpose of these funds is not to remove existing federal funds and replace with CRP funds on projects already programmed in the TIP and STIP, so that the existing federal funds are used on another project. Instead, the purpose is to add or create new opportunities to further reduce carbon dioxide (CO₂) emissions from on-road highway sources. Specific questions can be directed to Metro COG (see contact information in the questions section below).

Example 1: Project A is a FY2023 federally funded STBGP pavement project. This project originally included a shared-use path within the right-of-way to increase connectivity within a community and promote alternative travel modes. Due to inflation or other cost increases, the shared-use path component was removed from the project, but the STBGP funded portion of pavement project is still

included in FY2023 of the TIP and STIP. Project A could apply for CRP funds to supplement this gap in funding to fund the shared-use path component of the project.

Example 2: Project B is a FY2023 federally funded STBGP pavement project. This project includes a shared-use path within the right-of-way to increase connectivity within a community and promote alternative travel modes. The shared-use path component is currently funded 100% with local funds and the pavement portion of the project is currently funded 80% with STBGP funds in FY2023 of the TIP and STIP. Project B could apply for CRP funds to supplement the local funded portion of the project for the shared-use path component to reduce the total local match of the project.

Future Solicitations

In calendar year 2023, MnDOT will work with a consultant team to develop a Carbon Reduction Strategy (CRS). The CRS will document the programming priorities and processes for CRP funds in Minnesota. It will also develop a review and update cycle for the CRS. The CRS is due to USDOT by November 15, 2023.

Engagement with transportation partners and stakeholders in Minnesota, including Metro COG, will occur throughout 2023 on the priorities and processes for programming CRP funds. The CRS will guide the CRP solicitation process for FY 2025 and beyond.

It is assumed that North Dakota will also develop the required CRS by November, 2023. Metro COG does not know at this time if NDDOT intends to use their CRS to help define or prioritize CRP projects within the state.

Questions

If you have any questions about the CRP and/or the solicitation, or specific local questions about prospective projects, please contact Paul Bervik at Metro COG at (701)232-3242 or bervik@fmmetrocog.org. Metro COG will consult with MnDOT or NDDOT for questions we are unable to answer regarding eligibility.

Carbon Reduction Program Application

Step 1: Project Information

Project Summary:

Project Location: Citywide West Fargo - Fleet			
Lead Jurisdiction: City of West Fargo			
Project Contact: Andrew Wrucke		Contact Phone: 7015155105	
Contact Email Address: andrew.wrucke@westfargond.gov		AC:	☐ Y ☐ N
Anticipated Bid Letting Date:	02/2024	Anticipated Project Completion Date:	06/2025
State:	☒ North Dakota	☐ Minnesota	
Funding FY:	☒ FY2024	☒ FY2025	
Funding Requested:	300,000	300,000	

Project Summary:

Fill out the below table with all funding sources and amounts including the CRP funding requested with this application.

Funding Source	Funding Amount
2024 CRP Funds	300,000
2024 City Funds	76,000
2025 CRP Funds	300,000
2025 City Funds	76,000
Total Project Cost:	752,000

Project Narrative:

Describe below the work being funded. Please go into detail about each element of the project including: proposed cross section, pavement type, lighting, traffic control, bicycle & pedestrian infrastructure, utility work, etc. Please try to include all relevant information. Also include what makes this project an [eligible project?](#)

2024 Project would be to replace 6 existing vehicles (4 general fleet, 2 Fire Department) with EVs and place restricted charging infrastructure at 4 public buildings (City Hall, Public Works, 2 Fire Departments). This project falls under the eligibility to purchase or lease zero emission vehicles and charging infrastructure.

2025 Project would be to replace 6 additional vehicles (6 general fleet) with EVs. Project includes anticipated inflation of 10% of EV prices.

Project Map and Documentation:

Please provide a map detailing the limits of the project on aerial imagery. Include all details on the map that are relevant to the overall project. Also, if applicable, please provide other materials that document the need for the proposed project in local or regional plans or studies.

- ☐ A project map has been included as an attachment to the application
- ☒ Additional materials are attached that document the need for the proposed project

Estimated Carbon Reduction Resulting from the Project:

The [CMAQ Emissions Calculator](#) estimates the total carbon reduction of: 58.6 kg/day

Impact to Disadvantaged Communities per Justice40:

- ☐ Using the [Climate and Economic Justice Screening tool](#), this project interacts with census tracts identified as disadvantaged.

Describe below impacts this project could have to disadvantaged communities (both positive and negative impacts).

Would lower the carbon footprint of the city fleet, lowering air pollution across the metro.

Based on guidance from MnDOT and NDDOT, Metro COG will collaborate with applicants to assist in the documentation of information to ensure that the use of Carbon Reduction Program (CRP) funds meets eligibility requirements and is consistent with each state's carbon reduction priorities. As we move forward with future

solicitations, Metro COG will identify any refinements to the contents of project applications.

Step 2: Planning Conformance

Relationship of Carbon Reduction to Regional Priorities:

The Metropolitan Transportation Plan – MetroGrow 2045 – includes the following goals:

FM Metro COG MTP 2045 Metro Grow Planning Goals	If applicable, describe: -How this project contributes to each Planning Goal listed below -Specifically, how does this project contribute to carbon reduction through efforts in each MTP planning goal area
 Safety System and Security	
 Travel Efficiency and Reliability	
 Walking and Biking	
 Transit Access	
 Maintain Transportation Infrastructure	
 Environmental Sustainability	Would electrify part of city fleet, increasing sustainability
 Economic Development and Transportation Decisions	
 Emerging Transportation Trends	

Relationship to State Carbon Reduction Priorities:

The following section pertains only to the applications requesting Minnesota funding. Check all boxes below of priorities that this project satisfies.

- ☐ Provides multimodal and intermodal transportation facilities and services to increase access for all persons and businesses and to ensure economic well-being and quality of life without undue burden placed on any community.
- ☐ Provides a reasonable travel time for commuters.
- ☐ Promotes accountability through systematic management of system performance and productivity through the utilization of technological advancements.
- ☐ Ensures that the planning and implementation of all modes of transportation are consistent with the environmental and energy goals of the state.
- ☒ Promotes and increase the use of high-occupancy vehicles and low-emission vehicles.
- ☐ Increases use of transit as a percentage of all trips statewide by giving highest priority to the transportation modes with the greatest people-moving capacity and lowest long-term economic and environmental cost.
- ☐ Promotes and increase bicycling and walking as a percentage of all trips as energy-efficient, nonpolluting and healthy forms of transportation.
- ☒ Reduces greenhouse gas emissions from the state's transportation sector.
- ☒ Accomplishes these goals with minimal impact on the environment.
- ☐ Provides carbon sequestration and storage in forested lands, grasslands or wetlands.

Below are the state carbon reduction plans that were used as source documents for the above list.

[2022 Statewide Multimodal Transportation Plan \(SMTP\)](#)

[Minnesota Climate Action Framework](#)

[Pathways to Decarbonizing Transportation Report](#)

Step 3: Signature

To the best of my knowledge, information in this application is true and correct. I understand that determinations made by state and federal partners may limit the amount of federal eligibility. Based upon eligibility determinations or other factors, federal funding levels may change. Your local unit of government may then have to supplement funding for the project by local means. Furthermore, it is understood that the development and delivery of the project must align with the fiscal year in which funds are requested. If, for whatever reason, the project cannot be constructed according to that timeline, Metro COG reserves the right to revoke project funding authorization at which time it will seek to program those funds onto an alternate project.

I due hereby formally submit the aforementioned project to Metro COG for federal funding on this day ____ of _____ (month), _____ (year).

In Witness Whereof:

AUSTIN T. SCOTT 4/27/23
(Responsible Government Official) Date


(Signature of Responsible Government Official)

Dan Hanson 4/27/23
(City Engineer) Date

Dan Hanson
(Signature of City Engineer)

Carbon Reduction Program Application

Step 1: Project Information

Project Summary:

Project Location: West Fargo Citywide			
Lead Jurisdiction: City of West Fargo			
Project Contact: Andrew Wrucke		Contact Phone: 701-515-5105	
Contact Email Address: andrew.wrucke@westfargond.gov		AC:	☐ Y ☐ N
Anticipated Bid Letting Date:	05/2024	Anticipated Project Completion Date:	10/2024
State:	☒ North Dakota	☐ Minnesota	
Funding FY:	☒ FY2024	☐ FY2025	
Funding Requested:	300,000		

Project Summary:

Fill out the below table with all funding sources and amounts including the CRP funding requested with this application.

Funding Source	Funding Amount
2024 CRP	300,000
2024 City Funds	75,000
Total Project Cost:	375,000

Project Narrative:

Describe below the work being funded. Please go into detail about each element of the project including: proposed cross section, pavement type, lighting, traffic control, bicycle & pedestrian infrastructure, utility work, etc. Please try to include all relevant information. Also include what makes this project an [eligible project](#)?

Project will replace the existing halogen street lighting system on approximately 3500 fixtures to modern LED fixtures. Project will replace remaining existing halogen street lights across entire city. Funding request is for equipment, labor costs will come from West Fargo Public Works department to retrofit the fixtures.

Project Map and Documentation:

Please provide a map detailing the limits of the project on aerial imagery. Include all details on the map that are relevant to the overall project. Also, if applicable, please provide other materials that document the need for the proposed project in local or regional plans or studies.

☐

A project map has been included as an attachment to the application

☐

Additional materials are attached that document the need for the proposed project

Estimated Carbon Reduction Resulting from the Project:

The [CMAQ Emissions Calculator](#) estimates the total carbon reduction of: 192.5 Kg/Day

Impact to Disadvantaged Communities per Justice40:
☐

Using the [Climate and Economic Justice Screening tool](#), this project interacts with census tracts identified as disadvantaged.

Describe below impacts this project could have to disadvantaged communities (both positive and negative impacts).

Will lower carbon footprint of city lighting systems, lowering air pollution across metro.

Based on guidance from MnDOT and NDDOT, Metro COG will collaborate with applicants to assist in the documentation of information to ensure that the use of Carbon Reduction Program (CRP) funds meets eligibility requirements and is consistent with each state's carbon reduction priorities. As we move forward with future

solicitations, Metro COG will identify any refinements to the contents of project applications.

Step 2: Planning Conformance

Relationship of Carbon Reduction to Regional Priorities:

The Metropolitan Transportation Plan – MetroGrow 2045 – includes the following goals:

FM Metro COG MTP 2045 Metro Grow Planning Goals	If applicable, describe: -How this project contributes to each Planning Goal listed below -Specifically, how does this project contribute to carbon reduction through efforts in each MTP planning goal area
 Safety System and Security	
 Travel Efficiency and Reliability	
 Walking and Biking	
 Transit Access	
 Maintain Transportation Infrastructure	Will upgrade street lighting to modern standards
 Environmental Sustainability	Will lower carbon footprint of street lighting
 Economic Development and Transportation Decisions	
 Emerging Transportation Trends	

Relationship to State Carbon Reduction Priorities:

The following section pertains only to the applications requesting Minnesota funding. Check all boxes below of priorities that this project satisfies.

- ☐ Provides multimodal and intermodal transportation facilities and services to increase access for all persons and businesses and to ensure economic well-being and quality of life without undue burden placed on any community.
- ☐ Provides a reasonable travel time for commuters.
- ☐ Promotes accountability through systematic management of system performance and productivity through the utilization of technological advancements.
- ☐ Ensures that the planning and implementation of all modes of transportation are consistent with the environmental and energy goals of the state.
- ☐ Promotes and increase the use of high-occupancy vehicles and low-emission vehicles.
- ☐ Increases use of transit as a percentage of all trips statewide by giving highest priority to the transportation modes with the greatest people-moving capacity and lowest long-term economic and environmental cost.
- ☐ Promotes and increase bicycling and walking as a percentage of all trips as energy-efficient, nonpolluting and healthy forms of transportation.
- ☒ Reduces greenhouse gas emissions from the state's transportation sector.
- ☒ Accomplishes these goals with minimal impact on the environment.
- ☐ Provides carbon sequestration and storage in forested lands, grasslands or wetlands.

Below are the state carbon reduction plans that were used as source documents for the above list.

[2022 Statewide Multimodal Transportation Plan \(SMTP\)](#)

[Minnesota Climate Action Framework](#)

[Pathways to Decarbonizing Transportation Report](#)

Step 3: Signature

To the best of my knowledge, information in this application is true and correct. I understand that determinations made by state and federal partners may limit the amount of federal eligibility. Based upon eligibility determinations or other factors, federal funding levels may change. Your local unit of government may then have to supplement funding for the project by local means. Furthermore, it is understood that the development and delivery of the project must align with the fiscal year in which funds are requested. If, for whatever reason, the project cannot be constructed according to that timeline, Metro COG reserves the right to revoke project funding authorization at which time it will seek to program those funds onto an alternate project.

I due hereby formally submit the aforementioned project to Metro COG for federal funding on this day ____ of _____ (month), _____ (year).

In Witness Thereof:

DUSTIN T. SCOTT 4/27/23
(Responsible Government Official) Date


(Signature of Responsible Government Official)

Dan Hanson 4/27/23
(City Engineer) Date

Dan Hanson
(Signature of City Engineer)